



CITY OF MIDWEST CITY MEETINGS

FOR JANUARY 10, 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 of MWC 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.



CITY OF MIDWEST CITY COUNCIL AGENDA

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

January 10, 2023 – 6:00 PM

Presiding members: Mayor Matthew Dukes

Ward 1 Susan Eads

Ward 2 Pat Byrne

Ward 3 Megan Bain

Ward 4 Sean Reed

Ward 5 Sara Bana

Ward 6 Rick Favors

City Staff:





City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. CALL TO ORDER.

B. OPENING BUSINESS.

-  Invocation by Assistant City Manager Vaughn Sullivan
-  Pledge of Allegiance by Carl Albert High School ROTC Cadets
-  Mayoral Proclamations: David Hudiburg and Tiarra Mims
-  Community-related announcements and comments

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

1. Discussion, consideration, and possible action of approving the December 13, 2022 meeting minutes. (City Clerk - S. Hancock)
2. Discussion, consideration, and possible action of adopting a policy regarding naming and re-naming public parks, park areas, and park facilities owned and/or operated by the City of Midwest City. (City Manager - V. Sullivan)
3. Discussion, consideration, and possible action to approve Change Order No. 4 with W.L. McNatt for masonry work above two door frames, a sink, and counter top at the Fire Department Headquarters which increases the contract sum by \$2,873.00 with no additional days. (Fire - B. Norton)
4. Discussion, consideration, and possible action of 1) the approval of and entering into the HOME Investment Partnerships Program (HOME) grant contract 2022 HOME 1711 between the City of Midwest City and Oklahoma Housing Finance Agency (OHFA) in the amount of \$200,000 for down payment and closing cost assistance in Midwest City and agreeing to provide \$50,000 in banked matching funds; and 2) authorization of the Mayor, City Manager, and/or his designee to enter into the necessary contracts and certifications to implement the grant program. (Grants Management - T. Craft)

5. Discussion, consideration, and possible action of approving Change Order #01 with the Oklahoma Department of Transportation for TAP-255D(326)AG, State Job Number 31433(04), Midwest Elementary School Connector for \$6,772.45. (Engineering & Construction Services - B. Bundy)
6. Discussion, consideration, and possible action of approving Change Order #03 with the Oklahoma Department of Transportation for STP-255D(479)AG, State Job Number 33124(04), Reno Avenue resurfacing project for \$6,900. (Engineering & Construction Services - B. Bundy)
7. Discussion, consideration, and possible action of ratifying, approving and entering into the FY 2023 Unified Planning Work Program (UPWP) contract between the Association of Central Oklahoma Governments and the City of Midwest City. (Engineering & Construction Services - P. Menefee)
8. Discussion, consideration, and possible action, of the acceptance of maintenance bonds from H&H Plumbing and Utilities, Inc. in the amount of \$1,609.00 respectively. (Engineering & Construction Services - P. Menefee)
9. Discussion, consideration, and possible action of making a matter of record Permit No. WL000055220812 from the State Department of Environmental Quality for the subdivision Timber Ridge Pointe, Section 5, Midwest City, Oklahoma. (Engineering & Construction Services - P. Menefee)
10. Discussion, consideration, and possible action of making a matter of record Permit No. SL000055220813 from the State Department of Environmental Quality for the subdivision Timber Ridge Pointe, Section 5, Midwest City, Oklahoma. (Engineering & Construction Services - P. Menefee)
11. Discussion, consideration, and possible action of rejecting the bids received for the construction of the Joe B. Barnes Regional Park Pedestrian Bridge. (Engineering & Construction Services - P. Menefee)
12. Discussion, consideration and possible action to approve declaring multiple office items as surplus and authorizing disposal by public auction, sealed bid or destruction, if necessary. (City Clerk - S. Hancock)
13. Discussion, consideration, and possible action of declaring (1) 2009 Chevrolet Impala and (1) 2005 Chevrolet Impala, and its contents, as surplus and authorizing disposal by public auction, sealed bid or other means necessary. (Police - S. Porter)
14. Discussion, consideration, and possible action of declaring one hundred fifteen (115) firearms of various calibers as surplus and authorizing their disposal by trade-in towards future purchases with GT Distributors-Austin, Texas for a trade-in amount of \$19,200.00. (Police - S. Porter)

D. DISCUSSION ITEMS.

1. (PC-2132) Public hearing with discussion, consideration, and possible action of approval of the Final Plat of The Curve, described as part of the Southwest Quarter (SW/4) of Section Eight (8), Township Eleven North (T11N), Range One West (R1W), of the Indian Meridian (I.M.), Midwest City, Oklahoma County, Oklahoma, located at 11004 SE 28th Street. (Community Development - B. Harless)
2. (PC-2133) Discussion, consideration, and possible action to approve an ordinance to redistrict from PUD, Planned Unit Development, governed by C-4, General Commercial District, to PUD, Planned Unit Development, governed by I-1, Light Industrial District, for the property described as part of the Northeast Quarter (NE/4) of Section Eleven (11), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma located at 2113 S. Douglas Boulevard. (Community Development - B. Harless)
3. (PC-2134) Public hearing with discussion, consideration, and possible action of approval of the proposed Preliminary Plat of the 29th Street Apartments for the property described as part of the Southwest Quarter (SW/4) of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, located at 9309 SE 29th Street. (Community Development - B. Harless)
4. Discussion, consideration and possible action, of 1) accepting and 2) adopting the Air Depot Corridor Plan by Catalyst Commercial. (Economic Development - R. Coleman/Community Development - B. Harless)
5. Discussion, consideration and possible action including any amendments, of an update to a resolution declaring the structure(s) located at **1309 LLOYD DR** a dilapidated building(s) as defined in MCO 9-2 and abatement accordingly to the Municipal Code. (Neighborhood Services - M. Stroh)
6. Discussion, consideration and possible action including any amendments, of an update to a resolution declaring the structure(s) located at **1401 MOORE AVE** a dilapidated building(s) as defined in MCO 9-2 and abatement accordingly to the Municipal Code. (Neighborhood Services - M. Stroh)
7. Discussion, consideration and possible action on amendments to the City Ordinances of the City of Midwest City, Chapter 38, Subdivision Regulations. (Community Development - B. Harless)

- E. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statute Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the Agenda is for members of the public to speak to the Council on any Subject not scheduled on the Regular Agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.
- F. FURTHER INFORMATION.
1. Review of the City Manager's Report for the month of November 2022. (Finance - T. Cromar)
 2. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager. (Human Resources - T. Bradley)
 3. Review of the unapproved December 6, 2022 Planning Commission meeting minutes. (Community Development - B. Harless)
 4. Monthly Residential and Commercial Building report for November 2022 Building Report. (Engineering & Construction Services - B. Bundy)
- 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

December 13, 2022

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

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

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

OPENING BUSINESS. The Invocation was led by Assistant City Manager Vaughn Sullivan. The Pledge of Allegiance by Carl Albert High School ROTC Cadets Moore and Robertson. City Manager Lyon made Community-related announcements.

CONSENT AGENDA. Bana made a motion to approve the consent agenda with the exception of pulling Items #2, 4, 12, 13, 14, 15, 16, and 17, seconded by Eads. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

1. Discussion, consideration, and possible action of the November 8, 2022 meeting minutes.
2. **Discussion, consideration, and possible action of approving a resolution nominating Mayor Matthew D. Dukes II as a Board member for the District 8 seat on the Oklahoma Municipal League Board of Directors.** After Council discussion, Reed made a motion to approve Resolution 2022-49, seconded by Eads. Voting Aye: Eads, Byrne, Bain, Reed, and Favors. Nay: Bana. Recused: Dukes. Motion Carried.
3. Discussion, consideration, and possible action of Change Order #1 to the contract with H.W. Lochner Inc. in an increase of \$10,780 for the purposes of developing construction plans for the SE 29th Street bridges over Crutch and Kuhlman Creeks.
4. **Discussion, consideration, and possible action of awarding the bid to and entering into a contract with Shawnee Mission Tree Service, Inc. dba Arbor Masters, in the amount of \$51,354 to selectively clear the future expansion of Mid-America Park. City Council delegates the Mayor to sign and execute the contract.** Bundy, Sullivan, Lyon, and Chief Porter addressed Council. After Staff and Council discussion, Reed made a motion to approve, seconded by Eads. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.
5. Discussion, consideration, and possible action of approving change order #03 amending the contract with Downey Contracting, LLC to construct the Midwest City Council Chambers COVID and ADA retrofit at no cost change with 49 additional days for Council Chamber and 16 additional days for the Court Bathroom.
6. Discussion, consideration, and possible action of Change Order #11 amending the contract with Shiloh Enterprises, Inc. to construct the WP Bill Atkinson Park at no additional cost and add 35 days of time.

7. Discussion, consideration, and possible action of accepting the amendment to make a matter of record Permit No. SL000055220759 from the State Department of Environmental Quality for the 10601 S.E. 15th Street Sewer Line Extension, Midwest City, Oklahoma.
8. Discussion, consideration, and possible action of accepting the amendment to make a matter of record Permit No. WL000055220780 from the State Department of Environmental Quality for the Police and Fire Training Facility Water Line Extension, Midwest City, Oklahoma.
9. Discussion, consideration, and possible action of accepting the amendment to make a matter of record Permit No. SL000055220682 from the State Department of Environmental Quality for the Midwest City (MAC) Sports Complex Sewer Line Extension, in Oklahoma City, Oklahoma.
10. Discussion, consideration, and possible action of making a matter of record Permit No. SL000055220760 from the State Department of Environmental Quality for the Main Gate (227 W. MacArthur Dr.) Sewer Line Extension, Midwest City, Oklahoma.
11. Discussion, consideration, and possible action of the acceptance of maintenance bonds from First Water Contracting, LLC in the amount of \$27,612.04 and \$9,549.80 respectively.
12. **Discussion, consideration, and possible action of appointing Ms. Erin Hurst for Ward 2 to replace, Mrs. Suzi Byrne who resigned as the Ward 2 Midwest City Tree Board representative.** Evenson addressed Council. After Staff and Council discussion, Eads made a motion to approve appointment, seconded by Reed. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.
13. **Discussion, consideration, and possible action of reappointing Jess Huskey, Frank Young and Charles McDade to the Board of Adjustment for additional three-year terms.** After Council discussion, Bana made a motion to approve appointment, seconded by Reed. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.
14. **Discussion, consideration, and possible action of reappointing Max Wilson and Rick Lewis both to a three year term for the City of Midwest City ADA Transition Plan Committee.** Bundy addressed Council. After Staff and Council discussion, Bana made a motion to approve appointments, seconded Reed. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.
15. **Discussion, consideration, and possible action of appointing Jesse Stemper to a three year term for the City of Midwest City Builder Advisory Board.** Bundy addressed Council. After Staff and Council discussion, Bana made a motion to approve appointment, seconded by Reed. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.
16. **Discussion, consideration, and possible action of appointing Terry Hoss and Brandon Pitts (2) to initial two year terms; and reappointing Tye Moore and Mike Gregory (2) to three year terms for the City of Midwest City Electrical Board.** Bundy addressed Council. After Staff and Council discussion, Bana made a motion to approve appointment, seconded by Favors. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

17. **Discussion, consideration, and possible action of appointing both David Wallar and Scott Wiggy (2) and reappointing Gary Perkins (1) to three year terms for the City of Midwest City Plumbing, Gas, and Mechanical Board.** Bundy and Maisch addressed Council. After Staff and Council discussion, Reed made a motion to approve appointments, seconded by Favors. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.
18. Discussion, consideration, and possible action of declaring (2) 2014 Chevrolet Caprices, (2) 2012 Chevrolet Impalas, (1) 2010 Chevrolet Impala, (1) 2008 Dodge Pickup, and (1) 2019 BMW Motorcycle and their contents, as surplus and authorizing disposal by public auction, sealed bid or other means necessary.
19. Discussion, consideration, and possible action of declaring (1) Ice Machine and (1) Chair 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 a Professional Services Agreement with Lee Engineering, LLC. in the amount of \$113,800 to provide survey and design services for a future federal aid project to upgrade and improve 6 signals, known as JP 35927(04).** Bundy addressed Council. After Staff and Council discussion, Reed made a motion to approve agreement, seconded by Favors. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

At 7:05 PM Council recessed and returned at 7:17 PM.

2. **Discussion, consideration and possible action of a public hearing of approving the annual Tree Board Landscape Master Plan as required in Article II, Section 42-36 of the Midwest City Code of Ordinances.** Evenson addressed Council. Favors made a motion to approve, seconded by Eads. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.
3. **Review of a quarterly update on the progress of the execution of the General Obligation Bond (G.O. Bond) projects.** Sullivan, Chief Porter, Rushing addressed Council. Staff and Council discussion was had. No Action Needed.
4. **Discussion, consideration, and possible action of adopting a resolution, designating a site for the temporary City Council Chambers at the Court Room at City Hall, with the Midwest City Community Center designated as a backup and to temporarily move the meetings of the City Council, Boards, Commissions, Trusts or Authorities to the temporary City Council Chambers for the month of January of 2023.** No Action Needed.
5. **Discussion, consideration, and possible action of a resolution establishing the City of Midwest City elected officials' meeting practices.** Maisch addressed Council. After Staff and Council discussion, Byrne made a motion to approve Resolution 2022-50 with amendments as follows: Add to 1. non-residents may be permitted to comment on agenda items that may impact them by a majority vote of the City Council; 1a. or provide/present proof of residential/business address to the City Clerk; 2. change extended time by "the Chair" to "a vote of the City Council"; 4. switch c and d; and e, change "must" to "may", seconded by Eads. Voting Aye: Eads, Byrne, Bain, Reed, Favors and Dukes. Nay: none. Abstain: Bana. Motion Carried.

At 8:49 PM Council recessed and returned at 9:07 PM.

NEW BUSINESS/PUBLIC DISCUSSION.

At 9:07 PM Favors made a motion to recess, seconded by Byrne. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none.

At 9:13 PM Favors made a motion to reconvene, seconded by Eads. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none.

EXECUTIVE SESSION.

- 1. Discussion, consideration, and possible action of 1) entering into executive session, to discuss case CJ-19-2857 Bailey v. Midwest City, as allowed under Title 25 Section 307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest; and 2) authorizing the City Manager to take action as appropriate based on discussion.**

At 9:14 PM Byrne made a motion to enter into executive session, seconded by Favors. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none.

At 9:37 PM Reed made a motion to return to open session, seconded by Eads. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

DISCUSSION ITEM.

- 1. Discussion, consideration, and possible action of the proposed settlement in case number CJ-19-2857.** Eads made a motion to approve Settlement Authority as discussed, seconded by Byrne. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

ADJOURNMENT.

There being no further business, Mayor Dukes adjourned the meeting at 9:38 PM.

ATTEST:

MATTEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk



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

Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Assistant City Manager

Date: January 10, 2023

Subject: Discussion, Consideration, and possible action of adopting a policy regarding naming and re-naming public parks, park areas, and park facilities owned and/or operated by the City of Midwest City.

In order to create consistency in the way the City of Midwest City names and re-names its parks, the Park Board as well as staff recommends establishing the attached policy. There was considerable research done by City staff regarding surrounding this draft policy, including researching park naming policies of other municipalities in Oklahoma. This draft policy is derived from the policy in place for the City of Oklahoma City, but incorporates elements from other city policies. The purpose of the policy is to establish standard procedures and guidelines for the naming and re-naming of public parks, park areas, and park facilities owned and/or operated by the City of Midwest City.

Vaughn K. Sullivan, Assistant City Manager

Attachments: Draft Policy

Exhibit A

CITY OF MIDWEST CITY

PARK NAMING and RENAMING POLICY

Purpose

The purpose of the policy is to establish standard procedures and guidelines for the naming of public parks, park areas, and park facilities owned and/or operated by The City of Midwest City.

This policy may not be consistent with existing names of parks, park areas, and park facilities. No suggestion is made or intended that existing names be changed. This policy is a basis for future decisions.

Authorization

The naming of sites shall be the function of the City Council, which shall seek input from the Park and Recreation Board. Diversity, balance, and creativity shall be sought during adoption of names. These names shall be recommended to The City of Midwest City Council for final approval.

Objectives

- A. Provide name identification for individual parks, park areas, and park facilities, as well as ensure duplication of names is avoided.
- B. Provide criteria for citizen input into the process of naming parks, park areas, and park facilities.
- C. Ensure that the naming of parks, park areas, and park facilities is controlled by The City of Midwest City Council through recommendations from the Park and Recreation Board, with advice from City staff.

Qualifying Names

Names submitted for consideration should provide some form of individual identity in relation to the following:

- A. The geographic location of the park, park area, or park facility. This includes descriptive names.
- B. An outstanding feature of the park, park area, or park facility.
- C. A subdivision, street, school, or natural feature adjoining the park, park area, or park facility.

- D. A commonly recognized historical event, cultural significance, symbol, group, organization, or individual (living or deceased).
- E. An individual or organization that contributed significantly to the acquisition or development of the park, park area, or park facility to be named. This can include either a deed or substantial monetary contribution, or contribution toward acquisition and/or development of the park, park area, or park facility (typically not less than 50 percent of the value of the property or improvements).
- F. Outstanding accomplishments by an individual for the good of the community. Quality of the contribution should be considered, along with the length of service by the individual—this to be fully substantiated by the person making the request.
- G. An individual who provided an exceptional service in the interest of the park system as a whole. Typically, while serving in a public office, public officials should not be considered as candidates for naming.

Other Naming Alternatives

- A. Parks, park areas, and park facilities that are donated to the City can be named by deed restriction by the donor. The naming and acceptance of land is subject to approval by the City Council.
- B. Park facilities within a park or park area can be named separately from the park or park area in which they are located, subject to the general guidelines outlined in this policy.

Naming Process — Existing Un-named Facilities

- A. Individuals, groups, and/or organizations interested in proposing a name for an existing, un-named park, park area, or park facility shall do so in writing, presented to the City’s Parks & Recreation Department Director, for consideration by the Park and Recreation Board and the City Council.
- B. The Park and Recreation Board shall consider the request at a public meeting and allow for public comment prior to the next, regular Park and Recreation Board meeting.
- C. Following the public comment period, the Park and Recreation Board shall recommend to the City Council action on the request.

Naming Process — New Facilities

- A. A temporary name may be designated by City staff for identification during acquisition and/or development of the park, park area, or park facility.
- B. Individuals, groups, and/or organizations may suggest names for the park, park area, or park facility in writing, presented to the Parks and Recreation Department Director, for consideration by the Park and Recreation Board and the City Council.

- C. The Park and Recreation Board may appoint the Park Naming Committee or a study group to make a name recommendation. The Park Naming Committee or the study group may choose from a variety of means to select a name (citizen contests, recommendations from previous owners, historical review of the site, etc.), but in all cases, citizen involvement is encouraged.
- D. The Park and Recreation Board shall consider the request at a public meeting and allow for public comment prior to the next, regular Park and Recreation Board meeting.
- E. Following the public-comment period, the Park and Recreation Board shall recommend to the City Council action on the request.

Park Renaming

The renaming of parks, park areas, and park facilities shall be discouraged. Critical examination shall be conducted to ensure that renaming the park, park area, or park facility does not diminish the original justification for the name or the prior contributions. Renaming will follow the same procedures as naming the park, park area, or park facility. Provided, however:

- A. Parks, park areas, and park facilities named by deed restriction shall not be considered for renaming.
- B. Parks, park areas, and park facilities named after individuals shall never be changed unless it is found that, because of the individual's character, the continued use of their name would not be in the best interest of the community.

July 2022

MEMO

To: Honorable Mayor and City Council

From: Bert Norton, Fire Chief

Date: January 10, 2023

Subject: Discussion, consideration, and possible action to approve Change Order No. 4 with W.L. McNatt for masonry work above two door frames, a sink, and counter top at the Fire Department Headquarters which increases the contract sum by \$2,873.00 with no additional days. (Fire - B. Norton)

Staff respectfully requests that the Council approve Change Order No. 4 with W.L. McNatt for masonry work above two door frames, a sink, and counter top at the Fire Department Headquarters which increases the contract sum by \$2,873.00. The Contract Time will remain unchanged.

Staff recommends approval.



Bert Norton
Fire Chief

Attachments: Change Order No. 4 with W.L. McNatt



AIA Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
MWC FIRE STATION #1
RENOVATION

CONTRACT INFORMATION:
Contract For: CONSTRUCTION
Date: July 21, 2021

CHANGE ORDER INFORMATION:
Change Order Number: 004
Date: December 15, 2022

OWNER: *(Name and address)*
City of Midwest City
8730 SE 15th Street
Midwest City, OK 73110

ARCHITECT: *(Name and address)*
Guernsey
5555 N. Grand Blvd.
Oklahoma City, OK 73112

CONTRACTOR: *(Name and address)*
W.L. McNatt and Company
2000 E. Britton Rd.
Oklahoma City, OK 73131

THE CONTRACT IS CHANGED AS FOLLOWS:

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

COR 08-R2 Additional scope to remove the existing concrete masonry above two new door openings. Steel lintels were not indicated in the documents and removing the masonry that was above the ceiling was quicker and less expensive. This item added \$1,561.00 to the contract.

COR 09 Additional scope for a new sink due to coordination issues of the sink type not being compatible with the counter top type (undermount sink with plastic laminate counter top). This item added \$468.00 to the contract

COR 10 Additional scope for a new counter top due to coordination issues of the sink type not being compatible with the counter top (undermount sink with plastic laminate counter top). This item added \$844.00 to the contract.

| | | |
|--|----|------------|
| The original Contract Sum was | \$ | 898,500.00 |
| The net change by previously authorized Change Orders | \$ | 85,486.00 |
| The Contract Sum prior to this Change Order was | \$ | 983,986.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ | 2,873.00 |
| The new Contract Sum including this Change Order will be | \$ | 986,859.00 |

The Contract Time will be unchanged by zero (0) days.
The new date of Substantial Completion will be June 27, 2022

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

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

Guernsey
ARCHITECT *(Firm name)*
Steven T. Sprague
SIGNATURE
Steven T. Sprague, AIA
PRINTED NAME AND TITLE
May 3, 2022
DATE

W.L. McNatt and Company
CONTRACTOR *(Firm name)*
SIGNATURE
PRINTED NAME AND TITLE
DATE

City of Midwest City
OWNER *(Firm name)*
SIGNATURE
Matthew D. Dukes, Mayor
PRINTED NAME AND TITLE
DATE



PROJECT:
Midwest City Fire Station #1
Renovation

GENERAL ESTIMATE

WLM Job Number: 1005

COR 08-R2
DATE: 6/27/22

| CMU Demo Above Bathroom Doors | | | MATERIAL | | LABOR | | SUBCONTRACTOR | |
|---|------------|------|----------|------------|--------|-------|---------------|--------|
| DESCRIPTION | QUANTITY | UNIT | UNIT | COST | UNIT | COST | UNIT | COST |
| Total Demolition | | | | | | | | |
| Demo and remove block above men's and women's restrooms doors on first floor. | 1 | Bid | | 0 | 0.00 | 0.00 | 878.8 | 878.8 |
| Wiljo Interiors | | | | | | | | |
| Demo and build back ceiling grid above men's and women's bathroom on first floor. | 1 | Bid | | 0 | 0.00 | 0.00 | 250 | 250 |
| | | | | 0 | 0.00 | 0.00 | 0 | 0 |
| | | | | 0 | 0.00 | 0.00 | 0 | 0 |
| General Conditions | | | | | | 0.00 | | 0 |
| As-Built drawings | 0 | hrs | | 0 | 71.02 | 0.00 | | 0 |
| Estimating | 0 | hrs | | 0 | 63.92 | 0.00 | | 0 |
| Supervision Full | 0 | days | | 0 | 390.61 | 0.00 | | 0 |
| Scheduling / Coordination | 0 | days | | 0 | 106.53 | 0.00 | | 0 |
| Pump water | 0 | days | | 0 | 177.55 | 0.00 | | 0 |
| Clean up (Full) | 0 | day | | 0 | 142.04 | 0.00 | | 0 |
| Clean up (1/2) | 1 | day | | 0 | 71.02 | 71.02 | | 0 |
| Cleaning Misc. Material | 0 | sf | 0.025 | 0 | 0.00 | 0.00 | | 0 |
| Dumpster (40 yd) | 0.25 | ea | 450 | 112.5 | 0.00 | 0.00 | | 0 |
| Punch List | 0 | day | | 0 | 390.61 | 0.00 | | 0 |
| Misc. Material | 0 | sf | 0.025 | 0 | 0.00 | 0.00 | | 0 |
| Job Trailer | 0 | mo | 350 | 0 | 0.00 | 0.00 | | 0 |
| Job Container | 0 | mo | 85 | 0 | 0.00 | 0.00 | | 0 |
| Site Office Phone/Fax | 0 | mo | 150 | 0 | 0.00 | 0.00 | | 0 |
| Site Cell Phone | 0 | wks | 12.5 | 0 | 0.00 | 0.00 | | 0 |
| Temp. Toilet | 0 | wks | 75 | 0 | 0.00 | 0.00 | | 0 |
| Temp. Utilities | 0 | mo | 250 | 0 | 0.00 | 0.00 | | 0 |
| Temp. Construction Fence | 0 | mo | 595 | 0 | 0.00 | 0.00 | | 0 |
| Builder's Risk | 0 | mo | 895.5 | 0 | 0.00 | 0.00 | | 0 |
| subtotal | | | | 112.5 | | 71.02 | | 1128.8 |
| taxes | | | | 9.421875 | | | | |
| total | 1321.74188 | | | 121.921875 | | 71.02 | | 1128.8 |

| | | | | |
|---|-----|------------|----------|--|
| General Contractor Material & Labor Total | | | 192.94 | Scope of work: Per site meeting on 6/16/22, Total Demolition to remove block above men's and women's bathroom doors from top of door frame to second floor concrete deck. Each area of removal to be roughly 3' x 3'. Prior to demo, Wiljo Interiors to remove ceiling grid around doors in order for CMU demo to take place. After the CMU has been removed, Wiljo to reinstall ceiling grid and make minor adjustments at women's bathroom door so grid and tile extend all the way to door's frame. |
| Subcontractor Material & Labor Total | | | 1128.80 | |
| Overhead on Work Performed | 10% | | 132.17 | |
| Profit on Work Performed | 5% | | 66.09 | |
| Total Project Cost to be insured | | | 1520.00 | |
| General Liability, Bonds | | | 40.57 | |
| | | | | Pricing and Added Time subject to change if not approved by: 7/11/22 Current lead times and material availability are such that no additional days are being added to this COR. Should lead times change and cause a delay the critical path of the project, additional days will be added via separate COR. If accepted, this Change Order Request will increase the project by: 0 Day(s) |
| subtotal | | | 1560.57 | |
| Total Change Order | | ADD | \$ 1,561 | |

Acceptance by an Authorized Representative

Signature

By accepting this Proposed Cost Change, authorization is being given to proceed with this proposed scope of work and the change in contract time as noted above is approved.





WILJO INTERIORS

109 NE 38th Street
Oklahoma City, OK 73105
Phone: 405-792-7979
Fax: 405-792-7980
www.wiljointeriors.com

| | |
|--|---------------------------------------|
| TO: Duncan Aldridge W.L. McNatt Construction | JOB: Midwest City Fire Station |
| DATE: 06/20/22 | PLAN DATE: |
| ADDENDUMS: | VOID PRICE AFTER: 30 Days |

| SCOPE: | AMOUNT |
|---|--------------|
| Proposal to demo small portion of ceiling outside bathrooms on first floor and build back | \$250 |
| EXCLUSIONS: Overtime or nightwork; MEP; sealing of MEP penetrations; finished wood; millwork; provide or install of doors or door hardware; provide door frames; provide or install of any aluminum doors, door frames or window frames; provide or install of RR accessories; install of fire extinguisher cabinets; mullion caps; glazing; tape & bed; paint; EIFS or stucco; texture; flooring; transition strips; wall tile; blown-in insulation; engineering; any work not mentioned in scope above. | |
| TOTAL: | \$250 |

Respectfully Submitted,

Frank Snolis
WILJO INTERIORS, INC.



PROJECT:
Midwest City Fire Station #1
Renovation

GENERAL ESTIMATE

WLM Job Number: 1005

COR 09
DATE: 8/19/22

| Top Mounted Sinks | | | MATERIAL | | LABOR | | SUBCONTRACTOR | |
|---|----------|------|----------|------|--------|------|---------------|------|
| DESCRIPTION | QUANTITY | UNIT | UNIT | COST | UNIT | COST | UNIT | COST |
| Matherly | | | | | | | | |
| Procure and install undermount sinks at breakroom and second floor bathroom | 1 | Bid | | 0 | 0.00 | 0.00 | 396 | 396 |
| | | | | 0 | 0.00 | 0.00 | | 0 |
| | | | | 0 | 0.00 | 0.00 | 0 | 0 |
| | | | | 0 | 0.00 | 0.00 | 0 | 0 |
| General Conditions | | | | | | 0.00 | | 0 |
| As-Built drawings | 0 | hrs | | 0 | 71.02 | 0.00 | | 0 |
| Estimating | 0 | hrs | | 0 | 63.92 | 0.00 | | 0 |
| Supervision Full | 0 | days | | 0 | 390.61 | 0.00 | | 0 |
| Scheduling / Coordination | 0 | days | | 0 | 106.53 | 0.00 | | 0 |
| Pump water | 0 | days | | 0 | 177.55 | 0.00 | | 0 |
| Clean up (Full) | 0 | day | | 0 | 142.04 | 0.00 | | 0 |
| Clean up (1/2) | 0 | day | | 0 | 71.02 | 0.00 | | 0 |
| Cleaning Misc. Material | 0 | sf | 0.025 | 0 | 0.00 | 0.00 | | 0 |
| Dumpster (40 yd) | 0 | ea | 450 | 0 | 0.00 | 0.00 | | 0 |
| Punch List | 0 | day | | 0 | 390.61 | 0.00 | | 0 |
| Misc. Material | 0 | sf | 0.025 | 0 | 0.00 | 0.00 | | 0 |
| Job Trailer | 0 | mo | 350 | 0 | 0.00 | 0.00 | | 0 |
| Job Container | 0 | mo | 85 | 0 | 0.00 | 0.00 | | 0 |
| Site Office Phone/Fax | 0 | mo | 150 | 0 | 0.00 | 0.00 | | 0 |
| Site Cell Phone | 0 | wks | 12.5 | 0 | 0.00 | 0.00 | | 0 |
| Temp. Toilet | 0 | wks | 75 | 0 | 0.00 | 0.00 | | 0 |
| Temp. Utilities | 0 | mo | 250 | 0 | 0.00 | 0.00 | | 0 |
| Temp. Construction Fence | 0 | mo | 595 | 0 | 0.00 | 0.00 | | 0 |
| Builder's Risk | 0 | mo | 895.5 | 0 | 0.00 | 0.00 | | 0 |
| subtotal | | | | 0 | | 0 | | 396 |
| taxes | | | | 0 | | | | |
| total | 396 | | | 0 | | 0 | | 396 |

| | | | | |
|---|-----|------------|--------|---|
| General Contractor Material & Labor Total | | | 0.00 | Scope of work: Per RFI 22, Matherly Mechanical to procure and install top mounted sinks at the second floor bathroom and first floor breakroom in lieu of the undermount sinks originally called for. |
| Subcontractor Material & Labor Total | | | 396.00 | |
| Overhead on Work Performed | 10% | | 39.60 | |
| Profit on Work Performed | 5% | | 19.80 | |
| Total Project Cost to be insured | | | 455.40 | |
| General Liability, Bonds | | | 12.15 | |
| | | | | Pricing and Added Time subject to change if not approved by: 9/2/22 This work impacts the project completion date. If accepted, this Change Order Request will increase the project by: 16 Day(s) |
| subtotal | | | 467.55 | |
| Total Change Order | | ADD | \$ 468 | |

Acceptance by an Authorized Representative _____

Signature _____

By accepting this Proposed Cost Change, authorization is being given to proceed with this proposed scope of work and the change in contract time as noted above is approved.



**Matherly Mechanical
Contractors, LLC**



P.O. Box 30889 1520 Ocoma Boulevard
Midwest City, Oklahoma 73140
Phone (405) 737-3488 Fax (405) 737-9211
State License #067847

August 15, 2022

Attn: Duncan Aldridge

W.L McNatt & Company
2000 E. Britton
Oklahoma City, OK 73131

RE: Midwest City Fire Station #1 Renovation – Sink Substitutions

I am pleased to offer the following mechanical / plumbing scope for the above-mentioned project.

The following is **Included**:

- Provide and Install (1) Drop-In Stainless Steel Sink
- Provide and Install (1) Drop-In Porcelain Sink

Proposal **\$396.00**

The following is **Excluded From All Proposals**:

- Overtime
- Sheetrock Cutting or Patching
- Any Fire Protection
- Taxes
- Any Electrical
- Any Test and Balance
- Commissioning

If you have any questions or if I can be of any assistance, please call.

A handwritten signature in blue ink that reads "Mike Munson".

Mike Munson
Project Manager / Estimator

-----PROPOSAL REQUEST-----

PROJECT: MWC Fire Station #1 Renovation
LOCATION: MWC, OK
DATE: 15-Aug-22
DESCRIPTION : Sink Substitutions

MATHERLY MECH # : 890

OWNER/ARCHITECT # : MWC/Guernse

DIRECT COSTS

| DESCRIPTION | | MATERIAL | HOURS | COST |
|-----------------------------|---------|-----------------|-------|---------------|
| MTL FROM SUMMARY | | \$333.00 | | |
| SALES TAX % @ | 0.00% | \$0.00 | | |
| JOURNEYMAN HRS @ | \$51.00 | | 0.0 | \$0.00 |
| APPRENTICE HRS @ | \$38.29 | | 0.0 | \$0.00 |
| FOREMAN HOURS @ | \$54.52 | | 0.0 | \$0.00 |
| FOREMAN & JOURN AVE HOURS @ | \$52.76 | | 0.0 | \$0.00 |
| SUBTOTAL | | \$333.00 | | \$0.00 |
| MISC MATERIAL @ | 3% | \$9.99 | | |
| PAYROLL TAXES @ | 22% | | | \$0.00 |
| TOTAL DIRECT COSTS | | \$342.99 | | \$0.00 |

JOB EXPENSES

| | |
|--------------------|---------------|
| SHOP DRAWINGS | \$0.00 |
| ENGR/LETTERS/RFI'S | \$0.00 |
| AS-BUILT DWGS | \$0.00 |
| CORE BORING | \$0.00 |
| FREIGHT CHGS | \$0.00 |
| TRAVEL EXPENSES | \$0.00 |
| EQUIP RENTAL | \$0.00 |
| TOTAL | \$0.00 |

SUBCONTRACTORS

| | |
|-------------------|---------------|
| SHEETMETAL | \$0.00 |
| INSULATION | \$0.00 |
| CONTROLS | \$0.00 |
| TEST & BALANCE | \$0.00 |
| OUTSIDE UTILITIES | \$0.00 |
| ELECTRICAL | \$0.00 |
| TOTAL | \$0.00 |

SUMMARY

| | |
|-------------------|-----------------|
| MATERIAL TOTAL | \$342.99 |
| DIRECT LABOR | \$0.00 |
| JOB EXPENSES | \$0.00 |
| SUBCONTRACTORS | \$0.00 |
| PRIME COST | \$342.99 |

MARK - U P S :

| | | | | |
|---------------------------------------|-------|----|----------|-----------------|
| FIELD SUPERVISION & COORDINATION @ | 0% | ON | \$342.99 | \$0.00 |
| OVERHEAD @ | 10% | ON | \$342.99 | \$34.30 |
| PROFIT @ | 5% | ON | \$377.29 | \$18.86 |
| BOND @ | 0.00% | ON | \$396.15 | \$0.00 |
| TOTAL COST | | | | \$396.15 |



Character, Customer Service, Employee Owned

Quote - Acknowledgement

| | | |
|------------|--------------|--------------|
| UPC Vendor | Invoice Date | Order Number |
| 000000 | | 47275529-00 |

| | | |
|------------|-----------|--------|
| PO Date | PO Number | Page # |
| 08/15/2022 | | 1 of 1 |

Correspondence To **Locke Supply Co.**
P.O. BOX 24980
Oklahoma City, OK 73124
TEL: 405-631-9701

Cust # **41178**

Bill To **MATHERLY MECH CONTRACTOR** Selling Branch
PO BOX 30889
MIDWEST CITY, OK 73140-3889 US

141 PLC OKC
6501 S. High
Locke Supply
OKLAHOMA CITY, OK 73149

Ship To **MATHERLY MECH CONTRACTOR**
PO BOX 30889
MIDWEST CITY, OK 73140-3889 us

| | | | |
|--------------------|--------------------|---------------------------|---------------------|
| Instructions | Taken By | Currency | |
| | 7425 | | |
| Ship Point | Via | Shipped | Terms |
| 141 PLC OKC | Customer PU | | 5%10thNT25th |
| Reference | Sales Rep In/Out | Freight Terms Description | |
| | 001 / po02 | | |

| Line # | Product And Description | Quantity Ordered | Quantity B/O | Quantity Shipped | Qty UM | Unit Price | Amount (Net) |
|--------|---|------------------|--------------|------------------|--------|------------|---------------|
| 1 | D0957 LR19183 19 X 18 X 7-5/8 3H SS DI SINK ELKAY | 1 | 0 | 0 | EACH | 285 | 285.00 |
| 2 | B2800 0476.028.020 AQUALYN OVA 20 X 17 WHITE CHINA LAVA | 1 | 0 | 0 | each | 48 | 48.00 |
| 2 | Lines Total | Total Shipped | | 2 | | Subtotal | 333.00 |

Cash Discount 0.00 If Paid By



PROJECT:
Midwest City Fire Station #1
Renovation

GENERAL ESTIMATE

WLM Job Number: 1005

COR 10
DATE: 8/26/22

| Breakroom Countertop | | | MATERIAL | | LABOR | | SUBCONTRACTOR | |
|---|----------|------|----------|------|--------|------|---------------|------|
| DESCRIPTION | QUANTITY | UNIT | UNIT | COST | UNIT | COST | UNIT | COST |
| Nexspaces | | | | | | | | |
| Procure and install new breakroom countertop. | 1 | Bid | | 0 | 0.00 | 0.00 | 715 | 715 |
| | | | | 0 | 0.00 | 0.00 | | 0 |
| | | | | 0 | 0.00 | 0.00 | 0 | 0 |
| | | | | 0 | 0.00 | 0.00 | 0 | 0 |
| General Conditions | | | | | | | | |
| As-Built drawings | 0 | hrs | | 0 | 71.02 | 0.00 | | 0 |
| Estimating | 0 | hrs | | 0 | 63.92 | 0.00 | | 0 |
| Supervision Full | 0 | days | | 0 | 390.61 | 0.00 | | 0 |
| Scheduling / Coordination | 0 | days | | 0 | 106.53 | 0.00 | | 0 |
| Pump water | 0 | days | | 0 | 177.55 | 0.00 | | 0 |
| Clean up (Full) | 0 | day | | 0 | 142.04 | 0.00 | | 0 |
| Clean up (1/2) | 0 | day | | 0 | 71.02 | 0.00 | | 0 |
| Cleaning Misc. Material | 0 | sf | 0.025 | 0 | 0.00 | 0.00 | | 0 |
| Dumpster (40 yd) | 0 | ea | 450 | 0 | 0.00 | 0.00 | | 0 |
| Punch List | 0 | day | | 0 | 390.61 | 0.00 | | 0 |
| Misc. Material | 0 | sf | 0.025 | 0 | 0.00 | 0.00 | | 0 |
| Job Trailer | 0 | mo | 350 | 0 | 0.00 | 0.00 | | 0 |
| Job Container | 0 | mo | 85 | 0 | 0.00 | 0.00 | | 0 |
| Site Office Phone/Fax | 0 | mo | 150 | 0 | 0.00 | 0.00 | | 0 |
| Site Cell Phone | 0 | wks | 12.5 | 0 | 0.00 | 0.00 | | 0 |
| Temp. Toilet | 0 | wks | 75 | 0 | 0.00 | 0.00 | | 0 |
| Temp. Utilities | 0 | mo | 250 | 0 | 0.00 | 0.00 | | 0 |
| Temp. Construction Fence | 0 | mo | 595 | 0 | 0.00 | 0.00 | | 0 |
| Builder's Risk | 0 | mo | 895.5 | 0 | 0.00 | 0.00 | | 0 |
| subtotal | | | | 0 | | 0 | | 715 |
| taxes | | | | 0 | | | | |
| total | 715 | | | 0 | | 0 | | 715 |

| | | | | |
|---|-----|------------|--------|---|
| General Contractor Material & Labor Total | | | 0.00 | Scope of work: The plans originally called for an undermount sink to be installed in a laminate countertop at the first floor breakroom. Per request from the owner/architect, Matherly procured and installed a topmount sink so the laminate countertop would not deteriorate over time. The new topmount sink did not meet ADA requirements as the basin was too deep and the lavatory guard underneath the countertop would no longer fit due to the plumbing configuration of the new topmount sink. Per architect's request, Nexspaces to procure and install new laminate countertop with cutout for ADA topmopunted sink. |
| Subcontractor Material & Labor Total | | | 715.00 | |
| Overhead on Work Performed | 10% | | 71.50 | |
| Profit on Work Performed | 5% | | 35.75 | |
| Total Project Cost to be insured | | | 822.25 | |
| General Liability, Bonds | | | 21.95 | |
| | | | | Pricing and Added Time subject to change if not approved by: 9/9/22 This work impacts the project completion date. If accepted, this Change Order Request will increase the project by: 21 Day(s) |
| subtotal | | | 844.20 | |
| Total Change Order | | ADD | \$ 844 | |

Acceptance by an Authorized Representative

Signature

By accepting this Proposed Cost Change, authorization is being given to proceed with this proposed scope of work and the change in contract time as noted above is approved.





6900 N Bryant Ave
 Oklahoma City, OK 73121
 f: 405.848.3999
 t: 405.213.0616
 www.nexspaces.com
 www.scottriceok.com

| | | | |
|---|------------------------|---|------------------------------|
| Quote #: 010142 | Bid Date: 8/26/2022 | Quote Name: MIDWEST CITY FIRE STATION #1 RENOVATION / C.O. #1 | Salesperson: Billy Turney |
| Account Address: W.L. McNatt & Company 2000 E Britton Rd Oklahoma City, OK 73131 | | Job Address: Midwest City Fire Station #1 100 N Midwest Boulevard Midwest City, OK 73110 | |

CHANGE ORDER INCLUDES: Demo Top & New Plastic Laminate Countertop

**THE FOLLOWING ARE NIC:

- FSC & NAUF CERTIFICATION
- AWI CERTIFICATION
- LIKE GRAIN & COLOR FOR WOOD VENEER/HARDWOOD UNLESS SPECIFIED
- FIRE RATING
- STANDING AND RUNNING TRIM
- WINDOW SILLS (IF ANY)
- PASSAGE DOORS BY OTHERS
- DOOR JAMBS/FRAMES/CASING BY OTHERS
- GLAZING BY OTHERS

ADDENDA/CLARIFICATIONS

-

Change Order #1

| | |
|----------------------------------|-----------------|
| 1 - Delivery \$65/Each | \$65.00 |
| 1 - PLAM Top Material \$195/Each | \$195.00 |
| 1 - PLAM Top Labor \$455/Each | \$455.00 |
| PLAM Top Subtotal | <u>\$715.00</u> |

| | |
|----------------------|-----------------|
| Subtotal | \$0.00 |
| Tax (8.625%) | \$0.00 |
| Non-Taxable Subtotal | \$715.00 |
| Total | \$715.00 |

PLEASE REMIT TO:
 Workspace Solutions
 PO BOX 960017
 OKC, OK 73196-0017

QUOTE VALID FOR 30 DAYS

50% Deposit Required for all orders. If accepted, payment terms are Net 30 unless otherwise negotiated.

Starting June 10, 2015 NexSpaces/Scott Rice/Workspace Solutions will charge a 4% fee on all credit card payments

If quote is submitted less than 60 days before the start of the new year, a new quote should be requested after Jan 1st.

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

By signing this quote, you agree to the attached Terms & Conditions.

Accepted Date _____ Signature _____



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

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: January 10, 2023

RE: Discussion, consideration, and possible action of 1) the approval of and entering into the HOME Investment Partnerships Program (HOME) grant contract 2022 HOME 1711 between the City of Midwest City and Oklahoma Housing Finance Agency (OHFA) in the amount of \$200,000 for down payment and closing cost assistance in Midwest City and agreeing to provide \$50,000 in banked matching funds; and 2) authorization of the Mayor, City Manager, and/or his designee to enter into the necessary contracts and certifications to implement the grant program.

Staff applied for 2022 HOME funds from OHFA in June to continue citywide down payment and closing cost assistance to first time homebuyers in Midwest City. The program will provide up to \$7,500 in down payment and closing cost assistance to approximately 25 income eligible first time homebuyers. This program encourages homeownership in the community and requires the applicant to attend a homebuyer education course and receive housing counseling.

This program has been in operation since 1995 and has provided over 680 low to moderate income households with the opportunity to purchase their first home in Midwest City.

Please see attached contract. Staff recommends approval.

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

Terri L. Craft
Grants Manager

**HOME INVESTMENT PARTNERSHIPS
HOME PROGRAM
WRITTEN AGREEMENT
PART I**

This Written Agreement entered into by and between Oklahoma Housing Finance Agency, a state beneficiary public trust, as the State of Oklahoma's designated Participating Jurisdiction (PJ) for the HOME Program (OHFA) and City of Midwest City (hereinafter "MWC"), effective as of the ____ day of December, 2022.

SUMMARY

OHFA Contract Number: 22-1711

TERM OF THIS WRITTEN AGREEMENT: From date of execution through December 31, 2025

TYPE OF ACTIVITY: Homebuyer Assistance

AFFORDABILITY: Minimum Period in Years: 5 years

Deed Restrictions: LURA: _____ Other: Recapture Agreement

HOME Funding Amount: \$200,000

Submit Reimbursement Report To: HOME Department
OHFA
P.O. Box 26720
Oklahoma City, OK 73126

Issue Payment To: City of Midwest City
Mayor Matthew D. Dukes, II
100 N. Midwest Blvd.
Midwest City, OK 73110

Written Agreement Components: Part I-Summary and Signatures
Part II-Terms and Conditions
Part III-Special Conditions
Part IV-Budget

SIGNATURES FOR EXECUTION OF WRITTEN AGREEMENT

**HOME INVESTMENT PARTNERSHIPS
HOME PROGRAM
WRITTEN AGREEMENT
PART I**

OHFA and **MWC** acknowledge and agree that the rights and obligations of each are subject to and governed by the federal HOME Program (24 CFR 92), The HOME Program Final Rule and other Federal Regulations as may be promulgated from time to time, OHFA HOME Program Rules and each of the terms and conditions set forth in Part I, Part II, Part III and Part IV to this Written Agreement, attached hereto and incorporated by this reference.

EXECUTED BY:
City of Midwest City

EXECUTED BY:
Oklahoma Housing Finance Agency

Signature
Matthew D. Dukes, II, Mayor

Signature
Deborah Jenkins, Executive Director

Date _____

Date _____

State of Oklahoma, County of Oklahoma
This Written Agreement was acknowledged
before me on the _____ of _____, 2022
by Matthew D. Dukes, II, Mayor, City of
Midwest City

State of Oklahoma, County of Oklahoma.
This Written Agreement was acknowledged
before me on the ____ of December,
2022
by Deborah Jenkins, Executive Director,
Oklahoma Housing Finance Agency

Typed Name, _____ Notarial Officer
My commission expires: _____

_____, Notarial Officer
My commission expires: _____

**HOME INVESTMENT PARTNERSHIPS PROGRAM
WRITTEN AGREEMENT
PART II – GENERAL TERMS AND CONDITIONS**

WITNESSETH:

WHEREAS, City of Midwest City (“MWC”) has submitted an Application for funding under the HOME Investment Partnerships Program (the “HOME Program”), which HOME Program is administered by Oklahoma Housing Finance Agency (“OHFA”) as the designated Participating Jurisdiction (PJ) on behalf of the State; and

WHEREAS, based upon the representations, statements and warranties contained in the Application and exhibits and amendments to either filed with, and accepted by, OHFA (hereinafter collectively the “Application”), OHFA has approved funding for the HOME Project; and

NOW THEREFORE, for and in consideration of the mutual agreements and covenants contained in this Written Agreement (Parts I, II, III and IV by reference), OHFA and MWC hereby agree to the following terms and conditions as follows:

1. AVAILABILITY OF HOME FUNDS

All payments to MWC contemplated by this Written Agreement are to be made only from HOME Funds made available to OHFA by the U.S. Department of Housing and Urban Development (“HUD”) for use in the HOME Program (the “HOME Funds”). Notwithstanding any other provisions of this Written Agreement, payments to be made to MWC pursuant to this Written Agreement are subject to the continued availability of such HOME Funds, as determined by federal and/or state action and/or law. In the event HOME Funds become unavailable to fund this Written Agreement, either in whole or in part, OHFA may, upon written notice to MWC, terminate this Written Agreement, reduce the allocation contemplated by this Written Agreement and the payments to MWC or take such other appropriate action necessitated by any change in the availability of HOME Funds. Said notice shall be delivered by the U.S. Postal Service certified mail return receipt requested or in person with proof of delivery. The effective date of such termination the reduction of the Written Agreement allocation or payments to MWC shall be specified in the notice or shall be the actual effective date of the federal and/or state determination, whichever is later. OHFA shall be the final authority as to the availability of HOME Funds.

2. MODIFICATION OR AMENDMENTS TO WRITTEN AGREEMENT

2.1. Written agreement required. This Written Agreement may be extended, renewed or otherwise modified or amended only by the written agreement of the duly-authorized representatives of OHFA and MWC, unless an amendment or modification is required by federal or state law or regulation, in which case such amendment or modification may be unilaterally made by OHFA.

2.2. Prior approval of OHFA required. All proposed modifications or amendments to this Written Agreement, including the waiver of any provisions herein, must be submitted to

OHFA, in writing, and approved by the Executive Director prior to MWC's implementation of the proposed modification or amendment.

2.3. De-obligation of HOME Funds. OHFA may unilaterally modify this Written Agreement to de-obligate funds not obligated by MWC as of the close of the Funding Period specified in Part I of this Written Agreement.

3. OKLAHOMA HOUSING FINANCE AGENCY

3.1. Funding of HOME Project. Subject to the terms and conditions set forth herein and to the availability of HOME Funds as described in Part II, paragraph 1 of this Written Agreement, OHFA will provide HOME Funds for use in the HOME Project described in the Application and approved by OHFA, up to the total allocation specified in Part I of this Written Agreement.

3.2. Monitoring. OHFA shall, throughout the term of this Written Agreement and any extension thereof, monitor and evaluate the financial feasibility and progress of the HOME Project and MWC's continuing fiscal responsibility and MWC's compliance with HOME Program requirements and the terms and conditions of this Written Agreement. Such monitoring and evaluation shall not in any manner, relieve or waive any obligations of MWC under this Written Agreement or pursuant to applicable state and federal statutes, regulations and rules. Any representation to the contrary by MWC to any third party is strictly prohibited and may be grounds for the termination of this Written Agreement by OHFA.

4. ACKNOWLEDGMENTS AND CERTIFICATIONS OF MWC

4.1. General acknowledgments and certifications. MWC acknowledges, represents, warrants and certifies without limitation to OHFA that:

a. The Application was relied upon by OHFA in approving this Written Agreement and that the information, representations and statements contained in the Application were true and correct as of the date of the filing of the Application and as of the making of this Written Agreement, and agrees to inform OHFA, in writing, of any changes in any information filed with OHFA, including representations contained in the Application, within ten (10) days of the occurrence of same. MWC acknowledges and agrees to be bound by the obligations, duties and representations contained in the Application, which Application is incorporated and made a part of this Written Agreement by reference;

b. All requirements of OHFA's *Contractors Implementation Manual* currently utilized in the administration of the HOME Program, and as may be amended during the term of this Written Agreement, which Implementation Manual is incorporated and made a part of this Written Agreement by reference (hereinafter the "Implementation Manual"), shall be complied with by MWC and MWC's employees and agents and any sub-contractors. The MWC is charged with the

responsibility of monitoring and complying with any changes to the Implementation Manual through OHFA's website www.ohfa.org;

c. No costs sought to be reimbursed with HOME funds or otherwise shall be incurred in connection with the HOME Project until MWC has received written notice of the release of HOME Funds by OHFA;

d. MWC has full responsibility for the payment of all employee benefits or deductions required by law, including without limitation, Workers' Compensation insurance, unemployment insurance, social security, state and federal income tax;

e. MWC is an independent Contractor, notwithstanding any other provisions of this Written Agreement, and shall be fully responsible for and shall have the sole and exclusive control of MWC's employees, sub-contractors and agents in the means and methods required to fulfill the obligation of MWC under this Written Agreement; and

f. MWC is solely responsible for insuring that the use of all HOME Funds received pursuant to this Written Agreement comply with all applicable federal, state, and local statutes, regulations and/or other legal authority, as may be modified or amended during the term of this Written Agreement, or any extension thereof, related to the expenditure or use of said HOME Funds.

4.2. Compliance with applicable laws. MWC specifically certifies to the State of Oklahoma, OHFA and HUD that MWC and MWC's employees, agents and sub-contractors have read and are familiar with the 24 CFR Parts 91 and 92 HOME Investment Partnerships Program and the HOME Final Rule, as amended from time to time, and will comply with those requirements and will comply with all applicable terms of the following statutes, regulations and executive orders, the terms and requirements of which are specifically incorporated in this Written Agreement by this reference. Any conflict between the Written Agreement and 24 CFR Parts 91 and 92 or the Final Rule shall be controlled by 24 CFR Parts 91 and 92 or the Final Rule, except in those cases where OHFA has adopted more restrictive requirements than those included in 24 CFR Parts 91 and 92. The following are for general reference and do not constitute or represent all of the HOME Program or other federal regulations and are referenced in 24 CFR Part 92 Subpart H Other Federal Requirements:

4.2.1 Non-discrimination and Equal Opportunity

Equal opportunity: No person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME Funds. In addition, HOME Funds must be made available in accordance with the following:

- a. Title VI of the Civil Rights Act of 1964 (42 USC §2000d, et seq.), which prohibits discrimination on the basis of race, color, or national origin under any program receiving federal funds. Implementing regulations are at 24 CFR, Part 1;
- b. Title VIII of the Civil Rights Act of 1968 (42 USC §3600-3620, 1988), popularly known as the Fair Housing Act;
- c. Executive Order 11063 (1962), as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307), which requires equal opportunity in housing. Implementing regulations are at 24 CFR, Part 107;
- d. Age Discrimination Act of 1975 (42 USC §6101-07), which prohibits discrimination on the basis of age. Implementing regulations are at 24 CFR, Part 8;
- e. Section 504 of the Rehabilitation Act of 1973 (29 USC §794), which prohibits discrimination against disabled individuals. Implementing regulations are at 24 CFR, Part 8;
- f. Executive Order 11246 (3 CFR 1964-65, Comp., p.339), which prohibits discrimination on the basis of race, color, religion, sex, or national origin and requires affirmative action in connection with federally assisted construction Written Agreements. Implementing regulations are at 41 CFR, Part 60;
- g. Section 3 of the Housing and Urban Development Act of 1968 (12 USC, Section 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area and that Written Agreements for work in connection with the project be awarded to businesses in or owned in, substantial part by residents of the project area. Regulations are at 24 CFR, Part 135;

4.2.2 92.352 Environmental Review

- a. National Environmental Policy Act of 1969 (42 USC §4231, et seq.) and other provisions of law that further the purposes of the Act as specified in HUD Environmental Review Regulations at 24 CFR, Part 58;

4.2.3 Displacement, relocation and acquisition:

All requirements of 24 CFR, Part 92.353, Displacement, Relocation and Acquisition;

4.2.4 92.354 Labor

- a. Davis-Bacon Act (40 USC §276a-276a-5), which requires payment of the prevailing wage for the locality to workers on construction Written Agreements with 12 or more units assisted. Regulations are at 29 CFR, Part 5. The MWC

further certifies that it shall include in its bidders' packages the U. S. Department of Labor Wage Determination List and a statement that the MWC and any sub-contractors must comply with these wage rates in performance of the work required;

b. Copeland (Anti-Kickback) Act (18 USC §874, 40 USC §176c), which applies to all Written Agreements covered by Davis-Bacon and provides that workers must be paid weekly, with only permissible deductions allowed. Regulations are at 29 CFR, Part 3;

c. Written Agreement Work Hours and Safety Standards Act (40 USC §327, et seq.), which requires overtime compensation. Regulations are at 29 CFR, Part 5;

d. Fair Labor Standards Act of 1938 as amended (29 USC §20, et seq.) which establishes the basic minimum wage for all work and requires payment of overtime at the rate of at least time and a half.

4.2.5 92.355 Lead-Based Paint: Housing assisted with HOME funds constitutes HUD associated housing for the purpose of Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC §4821, et seq.) and is, therefore, subject to 24 CFR, Part 35. MWCs are responsible for notification, testing and abatement activities;

4.2.6 Flood Insurance: All applicable requirements of 24 CFR, Part 92.352, 24 CFR, Part 58 and Section 202 of the Flood Disaster Protection Act of 1973, as amended (42 USC, §4106). [Under the Flood Disaster Protection Act of 1973, as amended, HOME Funds may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless: (i) the community in which the area is located is participating in the National Flood Insurance Program, or less than one year has passed since FEMA notification regarding such special flood hazards; and (ii) flood insurance protection is obtained as a condition of the approval of financial assistance.]

4.2.7 92.356 Conflict of interest: All applicable requirements of 24 CFR Part 92.356 Conflict of Interest.

4.2.8 92.357 Executive Order 12372: All requirements of 24 CFR, Part 92.357 regarding Executive Order 12372, Inter-governmental Review of Federal Programs. Regulations are at 24 CFR, Part 52;

4.2.9 92.358 Consultant activities: No person providing consultant services in an employer–employee type relationship shall receive more than a reasonable and customary rate of compensation for personal services paid with HOME funds.

4.3. Written Agreement Administration. MWC specifically certifies to the State of Oklahoma, OHFA and HUD that MWC shall comply with the following, the terms

and requirements of which are specifically incorporated in this Written Agreement by this reference:

- a. 24 CFR, Part 92.502 and the requirements of OHFA contained in the Implementation Manual concerning cash management of federal funds; and
 - b. unless directed otherwise in writing by OHFA, 24 CFR, Parts 84.21 and 92, as amended, and the requirements of OHFA contained in the Implementation Manual related to the application, acceptance and use of federal funds.
- 4.4 The Violence Against Women Act (VAWA) **24 CFR Part 92.359** Provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.

5. INSURANCE AND BONDING REQUIREMENTS

5.1. Insurance. MWC shall maintain insurance covering MWC and MWC's employees and the HOME Project of the type and in the amounts required by the Implementation Manual, including without limitation general liability insurance and Worker's Compensation Insurance as required by applicable state and federal worker's compensation statutes. Proof of insurance shall be maintained and made available to OHFA upon request.

5.2. Bonding. OHFA may, as provided in the Implementation Manual, require surety bonds for all officers, directors or employees of MWC responsible for the financial transactions contemplated in this Written Agreement or related thereto. If OHFA requires surety bonds, MWC must comply with the requirement. Proof of any required bonds shall be maintained and made available to OHFA upon request.

6. SUB-CONTRACTORS

6.1. MWC responsibility. MWC shall advise each sub-contractor, if any, of the sub-contractors obligations to adhere to the applicable terms, conditions and certifications of this Written Agreement, including without limitation the right of OHFA to audit. MWC shall require all sub-contractors to meet the minimum insurance requirements as required by reference to State law and as set forth in the Implementation Manual. MWC shall be responsible to OHFA for all acts and omissions of MWC's sub-contractors and of persons directly or indirectly employed by said sub-contractor.

6.2. Sub-contractor certifications. MWC shall require that all sub-contractors execute a certification, as required by 24 CFR, Part 92.350, certifying that neither the sub-contractor nor any principal thereof is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any government program. MWC also agrees, upon request of OHFA, to obtain from MWC's sub-contractors any of the certifications described in paragraph 4 of this Written Agreement. Any certifications required under this paragraph 6.2 or

obtained at the request of OHFA shall be maintained by the MWC in accordance with paragraph 10.2 of this Written Agreement.

6.3. Indemnification of OHFA by sub-contractors. MWC shall require that all sub-contractors to execute a *Hold Harmless and Indemnification Agreement* in the form prescribed by OHFA. The Hold Harmless and Indemnity Agreement shall be maintained by the MWC in accordance with paragraph 10.2 of this Written Agreement.

6.4. Independent Contractors. Nothing herein shall be deemed to create a contractual relationship between any sub-contractor and OHFA, nor shall any sub-contractor incur or purport to incur any obligation on the behalf of OHFA.

7. HOLD HARMLESS CLAUSE

MWC shall hold and save harmless HUD, the State of Oklahoma, OHFA and their respective agents, officers, and employees from all claims and actions, all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by MWC. MWC shall hold and save harmless HUD, the State of Oklahoma, OHFA and their respective agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any sub-contractor or any agent for MWC, MWC will specify that such sub-contractors or agents shall hold harmless HUD, the State of Oklahoma, OHFA, and their respective agents, officers, and employees for all the here in before described expenses, claims, actions, or amounts recovered.

8. POLITICAL ACTIVITY

8.1. Hatch Act. All employees of MWC shall observe the limitations on political activities to which they may be subject under the Hatch Act (5 USC §1501s, et seq., 18 USC §595).

8.2. Prohibition on use of HOME Funds. No portion of the HOME Funds may be used for any political activity or to further the election or defeat of any candidate for public office, or for lobbying activities.

9. NO-CONFLICT COVENANT

MWC certifies, warrants and covenants to HUD, the State of Oklahoma and OHFA that other than the compensation for services contemplated by this Written Agreement, no governing board member, director, officer, agent, consultant, employee or sub-contractor of MWC has any interest, direct or indirect, in the HOME Project covered by this Written Agreement nor will any such person or entity receive any benefit from the HOME-assisted activities and projects under this Written Agreement and that none of the enumerated persons shall acquire any such interest during their tenure in office or employment by MWC and for one year thereafter. MWC further covenants that in the performance of this Written Agreement no person having any such interest will be employed by MWC. MWC warrants to OHFA that, in the event MWC becomes aware that

any governing board member, director, officer, agent, consultant or employee of MWC has a prohibited interest in or is receiving any benefit from the HOME-assisted activities, HOME Funds and HOME Project(s) covered by this Written Agreement, MWC shall immediately notify OHFA.

10. RECORDS, PUBLICATIONS AND OTHER MATERIALS

10.1. Maintenance of HOME Project Records. MWC shall be responsible for the creation, compilation and maintenance of records and materials pertaining to the use and expenditure of the HOME Funds and the Home Project(s) funded or assisted by said HOME Funds pursuant to this Written Agreement, including, but not limited to, work plans, work orders, invoices, site drawings, interim statements and summaries, photographs, video tapes, correspondence, financial and accounting records and reports, property and personnel records, and any other records set forth in 24 CFR, Part 92.508, *Recordkeeping*, and other instruments and supporting documents, exhibits and records (hereinafter collectively the “HOME Project Records”). MWC shall keep and maintain all HOME Project Records in an organized, systemized fashion at principal office of MWC. All HOME Project Records maintained by MWC shall be segregated from MWC’s other records at all times.

10.2. Retention of records. MWC shall retain all HOME Project Records for at least as long as the minimum period(s) specified in 24 CFR, Part 92.508(c).

10.3. Ownership of HOME Project Records. All HOME Project Records are the property of OHFA and MWC shall have no proprietary claim to same. OHFA shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports and materials prepared pursuant to this Written Agreement. No materials or records created, produced or maintained by MWC pursuant to this Written Agreement shall be made subject by MWC to copyright in the United States or any other country.

10.4. Legend. Any publication or other material produced as a result of this Written Agreement shall include in a prominent location near the beginning the following statement:

This (type of material) was financed in whole or in part by funds from the U.S. Department of Housing and Urban Development as administered by Oklahoma Housing Finance Agency on behalf of the State of Oklahoma.

10.5. Audits. All records and accounts of MWC shall be made available on demand to the Oklahoma State Auditor and Inspector, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States and OHFA and their respective agents and designees for inspection and use in carrying out its responsibilities for administration of HOME Funds.

10.6. Reporting requirements. MWC shall furnish OHFA with narrative reports and financial reports related to the HOME Project, HOME Funds and compliance with the terms and conditions of this Written Agreement, in the form and at such times as might be required by OHFA. MWC shall provide OHFA with timely copies of reports from any audits that include HOME Funds received pursuant to this Written Agreement.

10.7. Closeout reports. MWC shall submit closeout documents in accordance with the forms and requirements of the Implementation Manual. MWC may closeout a Written Agreement when all HOME Funds have been drawn down, expended and accounted for in accordance with the terms of this Written Agreement.

11. COMPENSATION TO MWC

11.1. Amount of allocation. The total allocation of HOME Funds for use in the HOME Project is set forth in Part I of this Written Agreement.

11.2. Requests for reimbursements. Requests for reimbursements may not exceed the allocation amount. All requests for reimbursement shall be submitted to OHFA during the Funding Period specified in Part I of this Written Agreement. MWC's final request for reimbursement must be submitted not later than sixty (60) days after the close of the Funding Period. Requests for reimbursement submitted more than sixty (60) days after the close of the Funding Period may be disallowed by OHFA.

11.3. Decrease in reimbursement request. In order to effect proper cash management, OHFA may, if OHFA determines that MWC has HOME Funds on hand at the time a reimbursement request is made, modify the basis for compensation to MWC and decrease the amount of the reimbursement request. MWC agrees that the determination to decrease a reimbursement request shall be at the sole discretion of OHFA.

11.4. Uses of HOME Funds. HOME Funds allocated pursuant to this Written Agreement shall be used only for expenses incurred during the Funding Period specified in Part I of this Written Agreement for the purposes and activities approved and agreed to by OHFA, except as provided in the Final Rule at 24 CFR Part 92.206(d)(1), and consistent with the terms and conditions of this Written Agreement. No HOME Funds may be used for expenses or obligations incurred after the Funding Period.

11.5. Audit expenses. Allowable audit expenses may be accrued for an audit to be performed after the end of the Funding Period.

12. PROPERTY PROCUREMENT

12.1. Property acquired. Procurement, management, and disposition of property acquired with HOME Funds shall be governed by MWC's internal policies and applicable state laws.

12.2. Construction material. Materials acquired for construction purposes shall be deemed real property once they have become a part of the project.

13. AUDIT and DISALLOWED COSTS

MWC shall comply with 2 CFR, Part 200 which is incorporated and made a part hereof. In the event an audit by a CPA firm, OHFA compliance audit or other disclosure results in the determination that MWC has expended HOME funds on disallowed or ineligible costs or other misuses of said funds, MWC shall immediately reimburse OHFA in full for any and all such costs.

14. REPAYMENTS AND RECAPTURED FUNDS

Repayment of HOME Funds is required to be made in accordance with 24 CFR, Part 92.503, *Program Income, repayments, and recaptured funds* and 24 CFR Part 85. MWC shall record the receipt and expenditure of repayment in accordance with the standards specified in 24 CFR, Part 92.503 and shall ensure that repayments are used for additional HOME activities consistent with the representations made in the Application or returned to OHFA immediately.

15. TERMINATION OR SUSPENSION

15.1. By agreement. This Written Agreement may be terminated or suspended in whole or in part at any time by written agreement of the parties.

15.2. For cause. This Written Agreement may be terminated or suspended by OHFA, in whole or in part, for cause, after notice and an opportunity for MWC to present reasons why such action should not be taken. Procedures for such a process shall be in accordance with OHFA's Administrative Rules. Grounds constituting cause include, but are not limited to:

- a. MWC fails to comply with provisions of this Written Agreement or with any applicable laws, regulations, guidelines, or procedures, including OHFA policies and issuances, or is unduly dilatory in executing its commitments under this Written Agreement;
- b. Purposes for the HOME Funds have not been or will not be fulfilled or would be illegal to carry out;
- c. MWC has submitted incorrect or incomplete documentation pertaining to this Written Agreement;
- d. MWC is unduly dilatory in executing its commitments under this or a prior Written Agreement with OHFA, including, but not limited to, submission of any audits due, resolution of audit findings, and monitoring results.

15.3. Bankruptcy. If a Petition in Bankruptcy is filed by, or against MWC or the HOME Project, OHFA may, at its option cancel and terminate this Written Agreement.

15.4 De-obligate Funding: OHFA may unilaterally modify this Written Agreement to de-obligate funds not properly drawn down, expended and accounted for by the MWC as of the final date of the term of the contract, or such earlier date as determined by OHFA in the event of an uncured default by MWC.

15.5 Liability for breach. MWC shall not be relieved of liability to OHFA for damages sustained by OHFA by virtue of any breach of this agreement by MWC. OHFA may withhold payments due under this agreement pending resolution of the damages.

16. MISCELLANEOUS PROVISIONS

16.1. Interpretation and Enforceability. In the event the terms or provisions of this Written Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of the terms and provisions of this Written Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Written Agreement and the administrative procedures available under OHFA's Administrative Rules and the Oklahoma Administrative Procedures Act, 75 Oklahoma Stat., Sections 251, et seq. In the event OHFA must initiate proceedings to enforce the terms and conditions of this Written Agreement or seek redress for damages caused by MWC's breach of this Written Agreement, OHFA shall be entitled to recover all costs, including without limitation, court costs and attorneys fees, incurred in such proceedings.

16.2. Non-Waiver of Defaults. Any failure by OHFA, at any time, to enforce or require the performance of any of the terms or conditions of this Written Agreement, or to exercise a right hereunder, or payment or reimbursement of MWC, shall not, nor shall it be construed to constitute a waiver or limitation of any terms, conditions or rights of OHFA, the State of Oklahoma or HUD hereunder or at law.

16.3. Assignment. MWC shall not assign this Written Agreement in whole or in part, without the prior written consent of OHFA, nor shall MWC assign or pledge any moneys due to, or to become due to MWC pursuant to this Written Agreement, without the prior written consent of OHFA.

16.4. Binding Effect. The terms and conditions of this Written Agreement shall extend and inure to the benefit of and be binding upon the respective successors, heirs, and assigns of the parties hereto. All indemnifications contained in this Written Agreement shall survive the completion of the Project, and the expiration or termination of this Written Agreement.

16.5. Entire Agreement. This Written Agreement, including Parts I, II, III and IV, attachments, documents and statutes, regulations and Executive Orders incorporated by reference, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings between the parties relating to the matters set forth herein.

16.6. Construction. This Agreement shall be construed, enforced, and governed in accordance with the laws of the State of Oklahoma and applicable federal statutes and regulations.

16.7. General. The captions and headings used in this Written Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.

16.8. Notice. All notices, requests and demands shall be to the following persons:

To OHFA: Oklahoma Housing Finance Agency
ATTENTION: Housing Development Director
100 N. W. 63rd Street, Suite 200
Mail: P.O. Box 26720
Oklahoma City, Oklahoma 73126-0720

To MWC:
To the attention of the City of Midwest City at the address set forth in Part I of this Written Agreement.

Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or deposited in the United States via certified mail, return receipt requested, properly addressed and with postage prepaid.

IN WITNESS WHEREOF, the authorized representatives of MWC and OHFA have executed this Written Agreement as witnessed by their signatures on Part I to this Written Agreement, *Summary and Signatures*.

PART III - SPECIAL CONDITIONS

City of Midwest City (MWC) has read and reviewed all of the following Special Conditions and agrees and acknowledges that MWC must comply with each:

1. HOME Project Allocation and Use of HOME funds

- A. MWC will utilize HOME funds of \$200,000 awarded by this Written Agreement for Homebuyer Assistance to twenty-five (25) qualified homebuyers in Midwest City.
- B. MWC will be acting as a Sub-Recipient administering a part of OHFA's Down-Payment Assistance Program.
- C. MWC agrees to comply with HOME regulations and the HOME Final Rule and required provisions at 24 CFR Part 92.504 and the terms of this Written Agreement.
- D. This subsidy from OHFA to MWC is in the form of a grant.
- E. The Match requirement for this Written Agreement is \$50,000, contributed by MWC from its Banked Match for \$50,000.

2. HOME Project Description

- A. MWC will provide direct financial assistance to approximately twenty-five (25) HOME-eligible homebuyers through down payment, closing costs, and principal reduction.
- B. The amount of assistance shall not exceed \$7,500 per homebuyer. It is further limited to the amount of subsidy necessary to make the home affordable to the homebuyer household as set forth in the next section.
- C. Homebuyer will contribute a portion of down payment/closing costs amounting to a minimum of \$500 or 1.5% of the sales contract price, whichever is greater.

3. Underwriting Standards

- A. The front end ratio cannot exceed 35%, and the back end ratio cannot exceed 50%. The front end ratio is defined as a household's monthly housing expenses divided by the household's monthly gross income. The back end ratio is defined as a household's total monthly debt divided by the household's total monthly gross income.
- B. The interest rate charged must be reasonable and customary.
- C. No adjustable rate mortgages are allowed.
- D. Costs such as loan processing fees, loan servicing fees, and/or underwriting fees must not exceed \$1,000 total. These costs may be paid out of HOME funds as soft costs, but they cannot be charged directly to the homebuyer(s).
- E. **MWC must underwrite each proposed home sale to ensure the homebuyer(s) receive no more subsidy than is required to make the home affordable to the homebuyer(s).** "Affordable" for this purpose means at least twenty percent (20%), but not more than thirty five percent (35%) of the household's total monthly gross income will be used for monthly housing expenses. Therefore, the front end ratio should not be lower than fifteen percent (15%).
- F. **OHFA must review each underwriting and approve each sales price prior to closing. The sales price of any home cannot exceed 95% of the Area Median Sales Price for the Oklahoma County in which the home is located, as established by HUD.**

4. Project Operational Requirements

- A. All units will be restricted to homebuyers at 80% or less of Area Median Income (AMI). MWC will ensure that all homebuyers and/or households have incomes that do not exceed 80% of the AMI for Oklahoma County as published annually by HUD.
- B. MWC will ensure a Second Mortgage is filed on each unit that receives HOME-assistance. The term of affordability is for five (5) years. **OHFA has the right to enforce all provisions of this Written Agreement throughout the period of affordability, five (5) years, regardless of the Written Agreement completion date.**
- C. The Recapture amount will be the amount of the subsidy. Recaptured funds will be based upon net proceeds.
- D. Each homebuyer shall successfully complete Homebuyer Education prior to closing. The classes must be organized by someone who is certified, or is eligible for certification, by Oklahoma Homebuyers Education Association or other such recognized organization that provides training/certification.
- E. MWC will ensure homeowner eligibility according to HOME income guidelines and the Homebuyer Assistance guidelines in OHFA's HOME Application Packet.
- F. MWC must enter into a Written Agreement with each eligible homebuyer that includes, at a minimum, the following: The housing must conform to the requirements of 24 CFR 92.254(a). The housing must be modest; its value must not exceed 95% of the median price of comparable housing. The home must be the principal place of residence of the homebuyer. Recapture provisions must be set forth in detail, and written in such a way that the homebuyer can understand them. The agreement should set forth the amount of HOME assistance provided, the form of such assistance, and the deadline for acquiring the housing unit with the HOME funds, if applicable. The agreement should be drafted in such a manner as to ensure compliance with all HOME Program requirements, and ensure that the homebuyer fully understands such requirements.

5. Period of Affordability

- A. MWC will ensure the affordability requirements are met in accordance with 24 CFR Part 92, including the homebuyer maintaining the property as the principal place of residence.
- B. A Recapture Agreement must be prepared and filed. The Recapture Agreement will provide for recapture of the direct subsidy upon any sale of the property, and only from any net proceeds of the sale. It must be for the duration of the period of affordability. The period of affordability will be five (5) years. Homeowners shall be permitted to retain any and all proceeds above and beyond the required recapture amount, if any exist.
- C. OHFA has the right to enforce all provisions of this Written Agreement throughout the period of affordability, regardless of the Written Agreement completion date.

6. Environmental Review

- A. MWC will ensure that all appropriate environmental reviews are satisfactorily completed pursuant to the guidelines set out in 24 CFR Part 58. **Under the HOME Environmental process, no funds, either HOME or non-HOME funds may be committed until the**

Release of Funds is received, except as noted in Section 8.B. below. Also, no contracts should be entered into during this timeframe, especially a contractor or homeowner. This Written Agreement is contingent upon successful completion of the environmental review process.

7. Project Documentation

- A. Documentation for all Federal Requirements (Fair Housing, Minority Outreach, Environmental, Housing Complaints, Conflict of Interest, and etc.) must be maintained and available for review.
- B. Create and maintain a complete record of all items pertaining to the Project, documentation and information that would help expedite the compliance monitoring process. OHFA prefers that said information be organized, with tabs.

8. Disbursement of Funds

- A. **Requests for disbursement of funds cannot be submitted until such time as the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed to pay eligible expenditures.**
- B. Eligible costs incurred in accordance with 24 CFR Part 58 on or after award date until date of execution of this Written Agreement until the date of execution of this Written Agreement may be reimbursed upon completion of Environmental Review Process. These costs shall be processed through the normal Disbursement procedures.

9. Notice of Personnel Changes

- A. MWC will notify OHFA anytime there is a change in any staff position that would be involved in this project. MWC's capacity will be reevaluated at that time.

10. Schedule for Completing Tasks and Deadlines

- A. MWC must fully complete the Project as set forth in the Application by no later than September 30, 2025. **In monitoring the performance of MWC, OHFA will also refer to the more detailed schedule provided in the Application, which is a part of this Written Agreement and incorporated by reference.**

11. Logs and Reports

- A. Establish and maintain a Use of Funds Log, which clearly identifies the amount of funds used in each project (HOME, other federal, private or a combination thereof).
- B. Establish and maintain a Match Tracking Log that will account for expenditures of Match contributions used in each project.
- C. Reimbursement Reports: Must be submitted by noon on Friday to be paid by the following Friday.
- D. Activity Completion Reports: Must be submitted within 120 days of final activity draw.

- E. Closeout Documentation: Submit no later than 60 days after the end of the Written Agreement period or completion of project.
- F. The Minority Business Enterprises report is due on or before October 10th of each year for period from Oct. 1 - Sept 30.
- G. The Annual Performance Report (APR) is due on or before May 15th of each year for the period of April 1-March 31. The APR must also be submitted with the closeout.
- H. Provide other progress/performance and financial reports as required or upon the request of OHFA.

12. Match Requirements

All HOME Project Funds expended under this Written Agreement require a minimum of 25% in eligible match contributions. **Match liability is incurred at the time project funds are drawn.**

As set forth in the 2022 Action Plan for the HOME Program, OHFA requires that all applicants meet the full 25% Match requirement, regardless of any Match waivers or reductions by HUD. The Match you committed and identified in your application may be banked based upon submission of proper documentation **if the HOME funds are drawn during a Match waiver period.**

13. Other Requirements

Perform all other tasks and meet all other requirements as outlined in the Application, which is incorporated herein and made a part hereof.

If MWC fails to comply with the terms of this Written Agreement, OHFA may require MWC to repay all or a part of the HOME funds invested in the project.

MWC has read and reviewed all of the Special Conditions and agrees and acknowledges that it must comply with each.

MWC by Matthew D. Dukes II, Mayor

Date

**PART IV
BUDGET**

| <u>Cost Categories</u> | <u>Amount</u> |
|----------------------------------|----------------------|
| Down payment assistance 25 homes | \$200,000.00 |
| Total | \$200,000.00 |
| | |
| Banked Match | \$50,000.00 |
| Total Match | \$50,000.00 |
| | |
| Total | \$250,000.00 |

In monitoring the performance of City of Midwest City, OHFA will also refer to the more detailed budget provided in the Application, which is a part of this Written Agreement and incorporated by reference.

All HOME Project Funds expended under this Written Agreement require a minimum of 25% in eligible match contributions. **Match liability is incurred at the time project funds are drawn.**

As set forth in the 2022 Action Plan for the HOME Program, OHFA requires that all applicants meet the full 25% Match requirement, regardless of any Match waivers or reductions by HUD. The Match you committed and identified in your application may be banked based upon submission of proper documentation **if the HOME funds are drawn during the Match waiver 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 : January 10, 2023

SUBJECT : Discussion, consideration, and possible action of approving Change Order #01 with the Oklahoma Department of Transportation for TAP-255D(326)AG, State Job Number 31433(04), Midwest Elementary School Connector for \$6,772.45.

The attached change order is for the Midwest Elementary School Connector project. This change order occurred largely from three added items and offset partially by unused items.

- Overrunning the sod quantity
- Substituting a 6' tall fence at the request of the neighbor
- Correcting a mast arm sign issue.

The amount will likely exceed the federal funding cap associated with this project but funds are available in the FY 22-23 budget as Proj # 062205

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

Attachment

Oklahoma Department of Transportation Change Order

| | | | | | |
|--------------------------|--|----------------|-----------------|-------------|-----------|
| Contract ID | 220172 | Primary County | OKLAHOMA | Primary PCN | 31433(04) |
| Change Order Nbr | 001 | Project | TAP-255D(326)AG | | |
| Contract Description | PEDESTRIAN IMPROVEMENTS (TRAIL CONSTRUCTION) PALMER LOOP TRAIL ELEMENTARY SCHOOL CONNECTOR: FROM MIDWEST BOULEVARD, EXTEND EAST IN THE CITY OF MIDWEST CITY. PROJECT LENGTH = 0.070 MILE | | | | |
| Change Order Type | SUPPLEMENTAL AGREEMENT | | | | |
| Zero Dollar Change Order | NO | | Status | Pending | |

General Change Order Description(s): This change order seeks to add a line item for a 6 ft. fence. Site conditions warranted the use of a 6 ft. fence instead of a 4 ft. fence. The 4 ft. fence line item will be reduced to zero. Also, line items 0080 (Separator Fabric) and 0090 (Geogrid Reinforcement) were not needed based on the condition of the soil and will be reduced to zero. Line item 0040 (Solid Slab Sodding) overran due to more area being disturbed on the project. The overrun resulted in the pay item becoming a major pay item, and a price adjustment was negotiated. Line item 8001 has been added for the line item 0040 (Solid Slab Sodding) price adjustment. The city of Midwest City requested changes to a sign and agreed with the contractor on price. Line item 8002 is for the replacement of the sign.

| Prj Nbr | Itm Nbr | Catg | Item Code | Unit | Unit Price | Bid Qty | Prev. Apprvd Qty | Curr CO Qty | New Revised Qty | Amount of Change |
|-----------|---|------|------------|------|------------|---------|------------------|-------------|----------------------|------------------|
| 31433(04) | 0040 | 0100 | 230(A)7200 | SY | \$17.00 | 389.10 | 389.10 | 314.57 | 703.67 | |
| | Item Description: SOLID SLAB SODDING | | | | | | | | This Change: | \$5,347.69 |
| | Supplemental Description 1: | | | | | | | | Prev Revised: | \$6,614.70 |
| | Supplemental Description 2: | | | | | | | | New Revised: | \$11,962.39 |
| | | | | | | | | | Bid Contract: | \$6,614.70 |
| | | | | | | | | | Net Change: | \$5,347.69 |
| | | | | | | | | | PCT Change: | 80.84 % |
| | Explanations: This line item was overrun due to more area being disturbed when the trail was being built. This quantity represents what was needed to cover all disturbed soil from erosion. Line item 0040 (Solid Slab Sodding) overran due to more area being disturbed on the project. This overrun resulted in the pay item becoming a major pay item, and a price adjustment was negotiated. Line item 8001 is the price adjustment for quantities in excess of 125% (486.38 SY). The plan quantity for line item 0040 was 389.1 SY. Total paid was 703.67 SY. The remaining portion to be paid at the adjusted price is 217.29 SY. | | | | | | | | | |
| 31433(04) | 0080 | 0100 | 325 0100 | SY | \$3.00 | 100.00 | 100.00 | -100.00 | 0.00 | |
| | Item Description: SEPARATOR FABRIC | | | | | | | | This Change: | -\$300.00 |
| | Supplemental Description 1: | | | | | | | | Prev Revised: | \$300.00 |
| | Supplemental Description 2: | | | | | | | | New Revised: | \$0.00 |
| | | | | | | | | | Bid Contract: | \$300.00 |
| | | | | | | | | | Net Change: | -\$300.00 |
| | | | | | | | | | PCT Change: | -100 % |
| | Explanations: These line items will be reduced to zero. They were not needed on the project because the soil was in better condition than what was planned. | | | | | | | | | |
| 31433(04) | 0090 | 0100 | 326(B)1300 | SY | \$6.00 | 100.00 | 100.00 | -100.00 | 0.00 | |
| | Item Description: GEOGRID REINFORCEMENT | | | | | | | | This Change: | -\$600.00 |
| | Supplemental Description 1: | | | | | | | | Prev Revised: | \$600.00 |
| | Supplemental Description 2: | | | | | | | | New Revised: | \$0.00 |
| | | | | | | | | | Bid Contract: | \$600.00 |
| | | | | | | | | | Net Change: | -\$600.00 |
| | | | | | | | | | PCT Change: | -100 % |
| | Explanations: These line items will be reduced to zero. They were not needed on the project because the soil was in better condition than what was planned. | | | | | | | | | |
| 31433(04) | 0180 | 0100 | 624(E)3600 | LF | \$60.00 | 54.60 | 54.60 | -54.60 | 0.00 | |
| | Item Description: FENCE-STYLE CLF (4'HIGH, CLASS A) | | | | | | | | This Change: | -\$3,276.00 |
| | Supplemental Description 1: | | | | | | | | Prev Revised: | \$3,276.00 |
| | Supplemental Description 2: | | | | | | | | New Revised: | \$0.00 |
| | | | | | | | | | Bid Contract: | \$3,276.00 |
| | | | | | | | | | Net Change: | -\$3,276.00 |
| | | | | | | | | | PCT Change: | -100 % |
| | Explanations: Line item 0180 is being removed and replaced with line item 8000. It was decided to change from 4 ft. fence to 6 ft. fence along the trail. | | | | | | | | | |

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

| | | | | | | | | | | |
|--|------|------|------------|----|---------|------|------|----------------------|------------|--|
| 31433(04) | 8000 | 0100 | 624(E)3620 | LF | \$81.27 | 0.00 | 0.00 | 55.00 | 55.00 | |
| Item Description: FENCE-STYLE CLF (6'HIGH, CLASS A) | | | | | | | | This Change: | \$4,470.12 | |
| Supplemental Description 1: | | | | | | | | Prev Revised: | \$0.00 | |
| Supplemental Description 2: | | | | | | | | New Revised: | \$4,470.12 | |
| | | | | | | | | Bid Contract: | \$0.00 | |
| | | | | | | | | Net Change: | \$4,470.12 | |
| | | | | | | | | PCT Change: | 100.00 % | |

Explanations: Line item 0180 is being removed and replaced with line item 8000. It was decided to change from 4 ft. fence to 6 ft. fence along the trail.

| | | | | | | | | | | |
|--|------|------|------------|----|---------|------|------|----------------------|-----------|--|
| 31433(04) | 8001 | 0100 | 230(A)7200 | SY | \$-1.70 | 0.00 | 0.00 | 217.29 | 217.29 | |
| Item Description: SOLID SLAB SODDING | | | | | | | | This Change: | \$-369.39 | |
| Supplemental Description 1: Major Pay Item Overrun Adjustment LI 0040 | | | | | | | | Prev Revised: | \$0.00 | |
| Supplemental Description 2: Quantities in excess of 125% of bid qty (486.38 SY) | | | | | | | | New Revised: | \$-369.39 | |
| | | | | | | | | Bid Contract: | \$0.00 | |
| | | | | | | | | Net Change: | \$-369.39 | |
| | | | | | | | | PCT Change: | 100.00 % | |

Explanations: Line item 0040 (Solid Slab Sodding) overran due to more area being disturbed on the project. This overrun resulted in the pay item becoming a major pay item, and a price adjustment was negotiated. Line item 8001 is the price adjustment for quantities in excess of 125% (486.38 SY). The plan quantity for line item 0040 was 389.1 SY. Total paid was 703.67 SY. The remaining portion to be paid at the adjusted price is 217.29 SY.

| | | | | | | | | | | |
|---|------|------|------------|----|---------|------|------|----------------------|------------|--|
| 31433(04) | 8002 | 0901 | 850(A)1200 | SF | \$71.43 | 0.00 | 0.00 | 21.00 | 21.00 | |
| Item Description: SHEET ALUMINUM SIGNS | | | | | | | | This Change: | \$1,500.03 | |
| Supplemental Description 1: | | | | | | | | Prev Revised: | \$0.00 | |
| Supplemental Description 2: | | | | | | | | New Revised: | \$1,500.03 | |
| | | | | | | | | Bid Contract: | \$0.00 | |
| | | | | | | | | Net Change: | \$1,500.03 | |
| | | | | | | | | PCT Change: | 100.00 % | |

Explanations: The city of Midwest City requested a mast arm mounted sign be changed from plan. MWC has agreed to the price for the change.

TOTAL VALUE FOR CHANGE ORDER 001 : \$6,772.45

Contract Time Adjustments

No contract time adjustments are associated with this change order.

| | | | | | |
|-------------------------|--------|-----------------------|-----------------|--------------------|-----------|
| Contract ID | 220172 | Primary County | OKLAHOMA | Primary PCN | 31433(04) |
| Change Order Nbr | 001 | Project | TAP-255D(326)AG | | |

Prime Contractor's Section

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

*Signature*_____
*Name(Printed)*_____
Company Title

Subscribed and sworn before me this _____ day of _____ year of _____

My commission expires _____

*Notary Public*_____
*Commission Number***Oklahoma Department of Transportation Section**

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

P.E. Seal

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

Department Personnel
Harlin, Christopher
January, Trenton
McIntosh, Derek Lee
Leonard, John B.

Approval Date_____
Signature

| | | | | | |
|-------------------------|--------|-----------------------|-----------------|--------------------|-----------|
| Contract ID | 220172 | Primary County | OKLAHOMA | Primary PCN | 31433(04) |
| Change Order Nbr | 001 | Project | TAP-255D(326)AG | | |

Local Government Section

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

_____ *City/County Official*

_____ *Date Acknowledged*



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

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : January 10, 2023

SUBJECT : Discussion, consideration, and possible action of approving Change Order #03 with the Oklahoma Department of Transportation for STP-255D(479)AG, State Job Number 33124(04), Reno Avenue resurfacing project for \$6,900.

The attached change order is for the Reno Avenue resurfacing project. This change order is to add more quantity to the project contract to for removable pavement marking tape and pavement marking removal.

This project is funded by a mix of Federal and City funds administered and managed by ODOT. The City deposited escrow funds prior to the start of the project, which is used throughout the project. The exact balance is difficult to ascertain at this time but the project has gone smoothly and we do not expect any significant overages at this time. Fund balances are determined at closure of project which sometimes takes ODOT years to finalize.

This project does have remaining funds in Proj #091710, #571902

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

Attachment

**Oklahoma Department of Transportation
Change Order**

| | | | | | |
|--------------------------|---|----------------|-----------------|-------------|-----------|
| Contract ID | 220044 | Primary County | OKLAHOMA | Primary PCN | 33124(04) |
| Change Order Nbr | 003 | Project | STP-255D(479)AG | | |
| Contract Description | GRADE, DRAIN, SURFACE, AND BRIDGE CITY STREET (EAST RENO AVENUE): FROM MIDWEST BOULEVARD, EXTEND EAST IN MIDWEST CITY. PROJECT LENGTH = 1.214 MILES | | | | |
| Change Order Type | SUPPLEMENTAL AGREEMENT | | | | |
| Zero Dollar Change Order | NO | Status | Pending | | |

General Change Order Description(s): This change order adds Removable Pavement Marking Tape (4" Wide) and Pavement Marking Removal (Traffic Stripe) that are needed for the project. Once the final layer of asphalt is in place, we will use line item 8001 - Removable Pavement Marking Tape (4" Wide) for traffic control shifts to prevent grinding on the new pavement. Also, pay item 8002 - Pavement Marking Removal (Traffic Stripe) was omitted from the plans and is required to remove the existing stripe on the project to accommodate multiple lane shifts and traffic movements.

| Prj Nbr | Itm Nbr | Catg | Item Code | Unit | Unit Price | Bid Qty | Prev. Apprvd Qty | Curr CO Qty | New Revised Qty | Amount of Change |
|-----------|--|------|-------------|------|------------|---------|------------------|-------------|-----------------|------------------|
| 33124(04) | 8001 | 0300 | 857(C) 8851 | LF | \$1.55 | 0.00 | 0.00 | 3,000.00 | 3,000.00 | |
| | Item Description: REMOVABLE PAVEMENT MARKING TAPE(4" WIDE) | | | | | | | | This Change: | \$4,650.00 |
| | Supplemental Description 1: | | | | | | | | Prev Revised: | \$0.00 |
| | Supplemental Description 2: | | | | | | | | New Revised: | \$4,650.00 |
| | | | | | | | | | Bid Contract: | \$0.00 |
| | | | | | | | | | Net Change: | \$4,650.00 |
| | | | | | | | | | PCT Change: | 100.00 % |
| | Explanations: This line item is being added to prevent grind marks on the final layer of asphalt. The tape can be removed without damaging the asphalt. | | | | | | | | | |

| | | | | | | | | | | |
|-----------|---|------|------------|----|--------|------|------|----------|---------------|------------|
| 33124(04) | 8002 | 0300 | 857(F)9700 | LF | \$0.30 | 0.00 | 0.00 | 7,500.00 | 7,500.00 | |
| | Item Description: PAVEMENT MRKNG.REMOVAL(TRAF.STRP) | | | | | | | | This Change: | \$2,250.00 |
| | Supplemental Description 1: | | | | | | | | Prev Revised: | \$0.00 |
| | Supplemental Description 2: | | | | | | | | New Revised: | \$2,250.00 |
| | | | | | | | | | Bid Contract: | \$0.00 |
| | | | | | | | | | Net Change: | \$2,250.00 |
| | | | | | | | | | PCT Change: | 100.00 % |
| | Explanations: The plans omitted the line item for removing the existing stripe on the project. We will have multiple lane shifts and multiple traffic movements that will require the removal of stripe. | | | | | | | | | |

TOTAL VALUE FOR CHANGE ORDER 003 : \$6,900.00

Contract Time Adjustments

No contract time adjustments are associated with this change order.

| | | | | | |
|------------------|--------|----------------|-----------------|-------------|-----------|
| Contract ID | 220044 | Primary County | OKLAHOMA | Primary PCN | 33124(04) |
| Change Order Nbr | 003 | Project | STP-255D(479)AG | | |

Prime Contractor's Section

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



Arturo Martinez

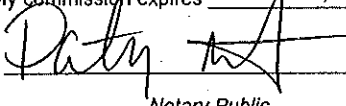
President

Signature

Name(Printed)

Subscribed and sworn before me this 26th day of December year of 2022

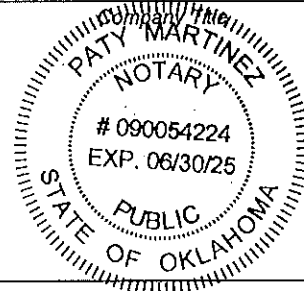
My commission expires June 30, 2025



Notary Public

090054224

Commission Number



Oklahoma Department of Transportation Section

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

P.E. Seal

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

Department Personnel
 Harlin, Christopher
 January, Trenton
 McIntosh, Derek Lee
 Leonard, John B.

Approval Date

Signature

| | | | | | |
|-------------------------|--------|-----------------------|-----------------|--------------------|-----------|
| Contract ID | 220044 | Primary County | OKLAHOMA | Primary PCN | 33124(04) |
| Change Order Nbr | 003 | Project | STP-255D(479)AG | | |

Local Government Section

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

City/County Official

Date Acknowledged



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

To: Honorable Mayor and Council

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

Date: January 10th, 2023

Subject: Discussion, consideration, and possible action of ratifying, approving and entering into the FY 2023 Unified Planning Work Program (UPWP) contract between the Association of Central Oklahoma Governments and the City of Midwest City.

This contract will allow Association of Central Oklahoma Governments (ACOG) and the City of Midwest City to continue to work together on items such as traffic planning, traffic counts, and other miscellaneous activities that strengthen the metropolitan area as a whole.

Patrick Menefee, P.E.,

City Engineer

Attachment

CONTRACT

Between

ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS

and the

CITY OF MIDWEST CITY

1. PARTIES AND PURPOSE

This CONTRACT made and entered into for Fiscal Year (FY) 2023, by and between the Association of Central Oklahoma Governments (ACOG) and the City of Midwest City (MWC) reaffirms the Metropolitan Transportation Planning process of the ACOG Metropolitan Planning Organization (MPO). The above cited parties to this CONTRACT will hereinafter be referred to individually as ACOG and MWC respectively or, individually or collectively as the PARTICIPANT and PARTICIPANTS. Frequent reference will be made in this CONTRACT to the Federal Highway Administration, United States Department of Transportation, hereinafter referred to as FHWA.

The intent of this CONTRACT is to provide MWC funding of the Metropolitan Transportation Planning activities within the ACOG MPO transportation management area (TMA) as identified in the FY 2023 Unified Planning Work Program (UPWP). The purpose of this CONTRACT is to maintain the comprehensive, continuing, and cooperative transportation planning process in order to provide the most desirable multi-modal transportation system that is compatible with community goals and at minimum expense.

2. EFFECTIVE DATE

The provisions of this CONTRACT shall become effective on the first day of July 2022, or on the day this Federal-aid project is authorized by FHWA, whichever comes later. This CONTRACT shall be effective until all funding provided under Section 5 have been expended but in no event shall the term of this CONTRACT be extended beyond June 30, 2023 for expenditure of FHWA Planning (PL) Funds without supplementation as provided by Section 15 (Travel) of this CONTRACT. This CONTRACT may be terminated earlier upon thirty (30) days written notice by either party as provided for in Section 16 (Amendments or Modification of Contract) of this CONTRACT.

3. ORGANIZATION

Policy direction, plan selection, and development of programs for plan implementation of the ACOG MPO Planning Process shall be vested in an ACOG MPO Policy Committee (ACOG MPO PC) whose membership and responsibilities are detailed in the Memorandum of Understanding signed July 7, 2020 with administrative changes December 30, 2021. The ACOG MPO PC will send transportation plans, policies, and implementation programs for review and endorsement.

4. UNIFIED PLANNING WORK PROGRAM

The specific activities to be conducted and financed during the CONTRACT period are prescribed in the FY 2023 UPWP. The UPWP details the tasks, work responsibilities, costs, and funding sources of each activity to be undertaken within the TMA. The product of the UPWP will be a twenty-year comprehensive and multi-modal transportation plan for the

ACOG MPO TMA. Approval of the UPWP by the PARTICIPANTS, the ACOG MPO PC, and FHWA will constitute acceptance of the UPWP as a part of this CONTRACT, subject to the financing provisions of Section 5 herein.

5. FINANCING

ACOG presently has funds available, allocated through the FHWA and administered by ODOT, which may be used to facilitate Metropolitan Transportation Planning. Contingent upon the continued availability of such funds, ACOG agrees to participate in the planning effort to be conducted within the TMA boundary as detailed in the UPWP. The PARTICIPANTS agree that the financing of the ACOG MPO as set forth in this CONTRACT shall not exceed **\$8,500** of which **\$6,800** are FHWA's PL Funds and shall be on the basis of direct and indirect actual auditable cost as stated in 23 CFR Chapter 1, §420.113 and the provisions of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 Code of Federal Regulations (CFR) 200 Subpart E.

The financing provided by this CONTRACT is for eighty percent (80%) of total actual auditable costs. The remaining twenty percent (20%) of the costs are to be funded by MWC.

| | Number of Counts | Cost Per Count | Federal Share | Total Amount |
|--------------|-------------------------|-----------------------|----------------------|---------------------|
| Auto | 40 | \$187.50 | \$6,000 | \$7,500 |
| Bike/Ped | 8 | \$125 | \$800 | \$1,000 |
| Total | 48 | | \$6,800 | \$8,500 |

CFDA Number: 20.205 (HIGHWAY PLANNING AND CONSTRUCTION)

6. AUDIT

As part of this CONTRACT, MWC agrees to provide ACOG with a Single Audit performed in accordance with the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR 200 Subpart F to ensure compliance with federal and state laws, regulations, and provisions of the CONTRACT. The Single Audit will be performed by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. If federal or state exceptions are found, the PARTICIPANTS will resolve the outstanding issues as provided under Section 7.

7. DISPUTES RELATED TO FINANCES

In the event of disagreement between the PARTICIPANTS relative to the eligibility of or MWC's financial participation in any work item or items contained in the UPWP, the details of such disagreement shall be forwarded to both the Executive Director of ACOG and the City Manager of MWC who jointly shall make the final determination.

8. PAYMENT

Payments for services described in the UPWP and this CONTRACT for cooperative funding shall be disbursed by ACOG on the basis of documented monthly billings from MWC showing the total actual costs incurred in conformance with the UPWP. Such billings shall be submitted to ACOG along with a narrative progress report. The billings shall be submitted by the tenth (10th) day after the end of any month in which data for 10 or more traffic count locations have been collected, except for work completed during

the month of June as noted below. The billings shall include a list of the traffic count locations, billable at the agreed upon rate of \$150/count. If fewer than 10 traffic counts are collected in any given month, the data shall accumulate to a total of 10 or more, and a billing shall be submitted in a later month, accordingly. The final billing, for work completed before or during June 2023, shall be submitted on or before **July 15, 2023**.

MWC shall invoice ACOG with all necessary supporting documentation, to:

ACOG

Attn: Jennifer Sebesta, Transportation Planning Services

4205 N. Lincoln Blvd.

Oklahoma City, OK 73105

Email: jsebesta@acogok.org

9. PROGRESS REPORTS

MWC shall provide ACOG progress reports regarding the date and location of the traffic counts, as well as hourly and 24-hour total counts, and date and location of bicycle and pedestrian counts. Such reports shall be submitted along with a billing by the tenth (10th) day after the end of a month for which the billing and report are prepared. The final progress report shall be submitted on or before **July 15, 2023**.

10. INSPECTION OF WORK

ACOG shall be accorded proper facilities for review and inspection of the work hereunder and shall at all reasonable times have access to the premises, to all reports, books, records, correspondence, instructions, receipts, vouchers, memoranda, and any other materials of every description which ACOG considers pertinent to the work hereunder. The PARTICIPANTS will fully inform each other in the event of any review and inspection of work specified hereunder by other than PARTICIPANTS. ACOG shall maintain the responsibility of review and concurrence in all techniques and methodology utilized in this study.

11. RECORDS

MWC shall maintain accounting records and other evidence pertaining to the costs incurred under this CONTRACT. This data will be made available for inspection by ACOG, at all reasonable times at the respective offices during the contract period and for three years after the date of the final payment of Federal funds to ACOG with respect to the study. Copies of such records shall be furnished at cost to ACOG.

12. OWNERSHIP OF DATA

The ownership of the data collected under this CONTRACT, together with reports, brochures, summaries, and all other materials of every description derived therefrom, shall be vested in the PARTICIPANT having the major funding responsibility for its development, subject to the applicable Federal and State laws and regulations.

13. INFORMATION AND REPORTS

All information, reports, proposals, brochures, summaries, written conclusions, graphic presentations, and similar materials developed by MWC and/or its consultants and financed in whole or in part by ACOG, shall be submitted to ACOG for review and concurrence and shall have the approval of the appropriate study committee prior to its public release, presentation, dissemination, publication, or other distribution. The

distribution of such information and reports, whether draft or final and including the UPWP, to any unit of the FHWA shall be made through ACOG only. MWC is a public entity subject to the Oklahoma Open Records Act. To the extent that anything in this paragraph conflicts with the Open Records Act, it shall be void.

14. PUBLICATION PROVISIONS

MWC shall be free to copyright material developed under this CONTRACT with the provision that ACOG and FHWA reserve a royalty-free, nonexclusive, and irrevocable License to reproduce, publish or otherwise use, and to authorize others to use, the work for Government purposes. All reports published under this CONTRACT shall contain a credit reference to the FHWA, such as "prepared in cooperation with the U.S. Department of Transportation, Federal Highway Administration."

15. TRAVEL

There are no travel or training expenses eligible for reimbursement under this CONTRACT.

16. AMENDMENTS OR MODIFICATION OF CONTRACT

No changes, revisions, amendments or alterations in the manner, scope or type of work or compensation to be paid by ACOG shall be effective unless reduced to writing and executed by the PARTICIPANTS with the same formalities as are observed in the execution of this CONTRACT.

17. TERMINATION OF CONTRACT

This CONTRACT was entered into by the PARTICIPANTS because of their mutual accord that the comprehensive, continuing, and cooperative transportation planning process provided herein was necessary. Either PARTICIPANT may terminate its interest and its obligation under this CONTRACT by giving thirty (30) days notice in writing to the other PARTICIPANT, it being understood that such termination may be adverse to the interests of the other PARTICIPANT. In the event of such termination, MWC shall deliver at cost to ACOG all items mentioned in Sections 10 and 11 of this CONTRACT within thirty (30) calendar days following the effective termination date.

18. GOVERNMENTWIDE NONPROCUREMENT SUSPENSION AND DEBARMENT

In order to protect the public interest, the "Federal-aid Eligibility Certification" (Exhibit A) shall be signed by the City Clerk of MWC as to current history regarding suspension, debarment, ineligibility, voluntary exclusion, criminal convictions, or civil judgements involving fraud or official misconduct of himself/herself and any person associated in the administration and management of this federally funded project.

19. USE OF CONSULTANTS

Under the terms of this CONTRACT, MWC may engage qualified consultants to perform certain duties on their behalf. All contracts with other parties for services within the scope of the Transportation Planning Process shall be justified, in writing, by MWC and are subject to prior written approval by ACOG. Contracts for work to be done, must, as a minimum, meet the requirements of law relative to non-collusion and the provisions of 49 CFR Part 18. U.S. Department of Transportation regulations (49 CFR Part 29) require that ACOG shall insure that MWC insert in each subcontract the provisions required by "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Exhibit B) and further shall require its inclusion in any covered transaction MWC may

make. All contracts and discussions between ACOG and consultants retained by MWC must be initiated through MWC.

20. RESPONSIBILITY FOR CLAIMS AND LIABILITY

MWC and/or its consultants shall hold harmless ACOG, ODOT, and FHWA from all suits, actions, or claims brought on account of any injuries or damages sustained by any person or property in consequence of any negligent acts or misconduct by MWC and/or its consultants or the negligent acts or misconduct of their subcontractors, agents, or employees arising from this CONTRACT or on account of any claims or amount recovered for an infringement of patent, trademark, or copyright, or from any claim or amounts arising or recovered under the Workers' Compensation Laws or any other laws. MWC and/or its consultants shall not be released from such responsibility until all claims have been settled and suitable evidence to the effect furnished ACOG.

21. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

MWC and ACOG agree that all operations under the terms of this CONTRACT will be in compliance with the applicable requirements of Title 49, Code of Federal Regulations, Part 21, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964. In furtherance of requirements of Title 49, the following clauses and the "Nondiscrimination of Employees" (Exhibit C) are made a part of this contract.

The term contractor or consultant shall mean MWC and/or its consultants.

- A. Compliance with Regulations: The contractor will comply with the Regulations of the US Department of Transportation relative to nondiscrimination in federally-assisted programs of the US Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Exhibit C of the Regulations.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- D. Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by ACOG or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ACOG or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the non-discrimination provisions of this contract, ACOG shall impose such contract sanctions as it or the FHWA may determine to be appropriate including, but not limited to:
- 1) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - 2) cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: The contractor will include the provisions of paragraph (A) through (F) in every subcontract, including procurement of the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as ACOG or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States Attorney to enter into such litigation to protect the interests of the United States.

22. COMPLIANCE WITH MINORITY BUSINESS ENTERPRISE ACT

MWC and ACOG agree to adhere to the requirements that are specified in Sec. 23. 43, (General Requirements for Recipients) of 49 CFR 23 "Participation by Minority Business Enterprise in Department of Transportation Programs." A copy of the "Disadvantaged Business/Women's Business Enterprises" (Exhibit D) is attached hereto and becomes part of this CONTRACT.

23. COMPLIANCE WITH CERTIFICATION REGARDING LOBBYING

MWC agrees to adhere to Section 1352, Title 31, U.S. Code which in part prohibits the use of Federal appropriated funds by the PARTICIPANT(S) for influencing the making or modification of any Federal contract, grant, loan, or cooperative agreement. A signed copy of the "Certification for Federal-Aid Contracts" (Exhibit E) regarding lobbying is attached hereto and becomes part of this CONTRACT.

24. COVENANTS AGAINST CONTINGENT FEES

MWC warrants that it has not employed or retained any company or person specifically to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty ACOG shall have the right to annul this CONTRACT without liability, or at its discretion, to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

25. PRIOR UNDERSTANDING

This CONTRACT incorporates and reduces to writing all prior understanding, promises, agreements, commitments, covenants or conditions, and constitutes the full and complete understanding and contractual relationship of the PARTICIPANTS.

26. GOVERNING LAWS AND REGULATIONS

MWC and its subcontractors shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this CONTRACT including workman's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, MWC shall furnish ACOG with satisfactory proof of its compliance therewith.

This CONTRACT shall be governed and construed in accordance with the laws of the State of Oklahoma and the applicable rules, regulation, policies, and procedures of the Oklahoma Transportation Commission.

27. HEADINGS

Article headings used in this CONTRACT are inserted for convenience of reference only and shall not be deemed a part of this CONTRACT for any purpose.

28. BINDING EFFECT

This CONTRACT shall be binding upon and inure to the benefit of ACOG and MWC and shall be binding upon their successors and subject to the limitation of Oklahoma Law.

29. NOTICES

All demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to the CONTRACT shall be in writing and shall be deemed to have been properly given or sent:

- A. if intended for ACOG, by electronic transmission to bgarner@acogok.org, or by mail, addressed to ACOG at:

Association of Central Oklahoma Governments
4205 N. Lincoln Blvd.
Oklahoma City, OK 73105

- B. if intended for MIDWEST CITY, by electronic transmission to BBundy@MidwestCityOK.org, or by mail addressed to MIDWEST CITY at:

The City of Midwest City
Attention: Brandon Bundy, City Engineer-Community Development
100 N Midwest Boulevard
Midwest City, OK 73110

30. SEVERABILITY

If any provision, clause or paragraph of this contract or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this contract which is not affected by the determination. The provisions, clauses or paragraphs and any documents incorporated by reference are declared severable and the invalidation of any such provision, clause, paragraph, or document incorporated by reference shall not affect the remaining provisions, clauses, paragraphs, and documents incorporated by reference which shall continue to be binding and of full legal efficacy.

EXECUTION OF CONTRACT

IN WITNESS WHEREOF, ACOG AND THE CITY OF MWC HAVE EXECUTED THIS CONTRACT.

ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS

Mark W. Sweeney, AICP
Executive Director

Date

Approved as to form and legality this _____ day of _____, 2022.

Pete White, General Counsel

ATTEST:

THE CITY OF MIDWEST CITY

City Clerk

Mayor

Date

Approved as to form and legality this _____ day of _____, 2022.

Legal Counsel, City of Midwest City

EXHIBIT A

FEDERAL-AID ELIGIBILITY CERTIFICATION

The undersigned hereby certifies to the best of his or her knowledge and belief:

1. That he or she is the fully authorized agent of the Prospective Participant in this project which involves, federal funding and has full knowledge and authority to make this certification.
2. That, neither the Prospective Participant nor any person associated therewith in the capacity of director, officer, manager, auditor, or accountant, nor any person in a position involving the administration of federal funds:
 - a. Is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
 - b. Has been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; and
 - c. Has a proposed debarment pending; and
 - d. Has been indicted, convicted, or had a civil judgment rendered against any of the aforementioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years, except:

If none, so state by entering the word "none": _____

Date

City Clerk, City of Midwest City

EXHIBIT B (page 1 of 2)

ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospect lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

EXHIBIT B (page 2 of 2)

ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT C (page 1 of 2)

NONDISCRIMINATION OF EMPLOYEES

During the performance of this contract, MWC, for itself, its assignees, and successors in interest hereby covenants and agrees as follows:

1. MWC and its subcontractors shall provide equal employment opportunities for all qualified persons within the limitations hereinafter set forth, and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or handicap.
2. That any subcontract entered into by MWC for performance of any portion of the work covered under this Contract shall incorporate all of the provisions of this Special Provision, "Nondiscrimination of Employees," and the same shall be appended to said subcontract and incorporated therein by reference.
3. MWC shall refrain from "discriminatory practices," as hereinafter defined. It is a discriminatory practice for MWC to:
 - a. Fail or refuse to hire, to discharge or otherwise to discriminate against an individual with respect to compensation or the terms, conditions, privileges or responsibilities or employment, because of race, color, religion, sex, national origin, age, or handicap
 - b. Limit, segregate, or classify an employee in a way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee, because of race, color, religion, sex, national origin, age, or handicap
 - c. Discriminate against an individual because of race, color, religion, sex, national origin, age, or handicap, in admission to, or employment in, any program established to provide apprenticeship, on-the-job training or retraining
 - d. Publish or cause to be printed or published any notice or advertisement relating to employment by MWC indicating a preference, limitation, specification, or discrimination, based on race, color, religion, sex, national origin, age, or handicap, except where such preference, limitation, specification or discrimination based on religion, sex or national origin is a bona fide occupational qualification for employment
 - e. Retaliate or discriminate against a person because said person has opposed a discriminatory practice, or because said person has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under Chapter 21, Title 25, Oklahoma Statutes, 1991
 - f. Aid, abet, incite, or coerce a person to engage in a discriminatory practice
 - g. Willfully interfere with the performance of a duty or the exercise of a power by the Oklahoma Human Rights Commission or one of its members or representatives

EXHIBIT C (page 2 of 2)

NONDISCRIMINATION OF EMPLOYEES

- h. Willfully obstruct or prevent a person from complying with the provisions of Chapter 21, Title 25, Oklahoma Statutes, 1991
 - i. Attempt to commit, directly or indirectly, a discriminatory practice, as defined herein and as defined in Chapter 21, Title 25, Oklahoma Statutes, 1991
- 4. MWC further agrees to refrain from discrimination by reason of race, color, religion, sex, national origin, age, or handicap, against any persons, firm or corporation furnishing independent contract labor or materials to MWC in the performance of this Contract.
- 5. **Sanctions for Noncompliance** - In the event MWC violates or refuses to abide by any of the provisions herein set forth, ACOG reserves the right and option to:
 - a. Withhold payments to MWC until MWC furnishes satisfactory evidence of compliance and correction of all violations
 - b. Cancel, terminate, or suspend the Contract, in whole or in part, without further liability to ACOG other than payment for work performed up to the effective date of cancellation or termination of the contract.
 - c. Report all violations, which are not corrected by MWC within such time as is specified by ACOG in its notice of violation, to the Oklahoma Human Rights Commission for such further proceedings as said Commission deems reasonable and necessary.
- 6. Immediately upon notification of Contract award, MWC shall submit to ACOG's Internal Equal Employment Officer a list by number, percentage, and position, including the identifying minority group employees who will be actively engaged in the Contract performance.
- 7. MWC hereby agrees to be bound by and subject itself to the provisions of Title 29, Code of Federal Regulations, Parts 1601-1605, inclusive, insofar as the same have been adopted by the Oklahoma Human Rights Commission for governing procedural matters concerning the administrative operations, functions, duties, and responsibilities of said Commission.
- 8. MWC further agrees to be bound by and be subject to any and all laws, statutes, or regulations of administrative agencies of the State of Oklahoma, pertaining to employment practices in contracts being funded either in whole or in part with funds of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma pertaining to equal employment opportunity and nondiscrimination requirements in such contracts and public projects being so funded.

EXHIBIT D (page 1 of 2)

OKLAHOMA DEPARTMENT OF TRANSPORTATION DISADVANTAGED BUSINESS/WOMEN'S BUSINESS ENTERPRISES POLICY STATEMENT

It is the policy of the Oklahoma Department of Transportation to ensure that Disadvantaged Business/Women's Enterprises (DBE/WBE) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this CONTRACT. Consequently, the DBE/WBE (formerly MBE) requirements of 49 CFR Part 23 apply to this CONTRACT.

The Oklahoma Department of Transportation or its Consultants which are recipients of Federal-aid funds agree to ensure that disadvantaged business/women's enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this CONTRACT. In this regard, the Oklahoma Department of Transportation, ACOG, MWC, and Consultants shall take all necessary and reasonable steps in accordance with 40 CFR Part 23 to ensure that disadvantaged business/women's business enterprises have the maximum opportunity to compete for and perform contracts. The Oklahoma Department of Transportation, ACOG, MWC, and Consultants shall not discriminate on the basis of race, color, national origin, religion, or sex in the award and performance of Oklahoma Department of Transportation assisted contracts.

Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the Oklahoma Department of Transportation, may result in termination of the contract by the recipient or other such remedy as the recipient deems appropriate.

EXHIBIT D (page 2 of 2)

OKLAHOMA DEPARTMENT OF TRANSPORTATION CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS

1. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, and services. Affirmative steps shall include the following:
 - a. Including qualified small and minority business on solicitation lists.
 - b. Assuring that small and minority businesses are solicited whenever they are potential sources.
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority business.
 - e. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.
 - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in (a) through (e) above.
2. Grantees shall take similar appropriate affirmative action in support of women's business enterprises.
3. Grantees are encouraged to procure goods and services from labor surplus areas.
4. Grantor agencies may impose additional regulations and requirements in the foregoing areas only to the extent specifically mandated by statute or presidential direction.

EXHIBIT E

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards in excess of \$100,000, at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Date

City Clerk, City of Midwest City



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

To: Honorable Mayor and Council

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

Date: January 10th, 2023

Subject: Discussion, consideration, and possible action of the acceptance of maintenance bonds from H&H Plumbing and Utilities, Inc. in the amount of \$1,609.00 respectively.

The one year maintenance bonds from H&H Plumbing and Utilities, Inc. are for the public water improvements constructed for the MWC Sooner Road Retail Complex located at 1732 South Sooner Road.

Patrick Menefee, P.E.,
City Engineer
Attachment

DEVELOPMENT – PAVING, WATER MAINS, STORM AND SANITARY SEWERS

Bond Number: 30156021

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, H & H Plumbing & Utilities, Inc., as Principal, and Western Surety Company, as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of One Thousand Six Hundred Nine and 00/100 (\$ 1,609.00), such sum being not less than ten percent (10%) of the total contract price to construct or install MWC Sooner Road Retail - 1732 S. Sooner Road (the "Improvement"), for a period of 1 year years after acceptance of the improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and TC Grissom Building Company dated the 21st day of March, 20 22, agreed to construct or install the Improvement in the City of Midwest City and to maintain the Improvement against any failures due to defective materials or workmanship during the Maintenance Period.

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

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

Signed, sealed, and delivered this 21st day of March, 20 22

H & H Plumbing & Utilities, Inc.
Principal

ATTEST:
[Signature]
Secretary

By [Signature]

Western Surety Company
Surety

ATTEST:
[Signature]
Secretary

By [Signature]
Melanie Ankeney Attorney-in-Fact

Approved as to form and legality this _____ day of _____, 20 _____

City Attorney

Accepted by the City Council of the City of Midwest City this _____ day of _____, 20 _____

City Clerk

Mayor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. 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).

| | | |
|---|---|-----------------------|
| PRODUCER Tatum Insurance LLC 8687 E VIA DE VENTURA SUITE 118 SCOTTSDALE AZ 85258 | CONTACT NAME: Laura Hafenscher CPCU AIS PHONE (A/C, No, Ext): (480) 939-4300 E-MAIL ADDRESS: lh@TatumInsurance.com | FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED H & H PLUMBING & UTILITIES, INC 381 W Adkins Hill Rd Norman OK 73072 | INSURER A: THE PHOENIX INS CO NAIC # 25623 | |
| | INSURER B: THE CHARTER OAK FIRE INS CO NAIC # 25615 | |
| | INSURER C: Travelers Property Casualty Company of America NAIC # 25674 | |
| | INSURER D: GuideOne National Insurance Company NAIC # 14167 | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|----------------------|-------------------------|-------------------------|--|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER. | Y | Y | DTCO-3K760728-PHX-22 | 01/01/2022 | 01/01/2023 | EACH OCCURRENCE \$ 1,000,000 | |
| | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 | | | | | | | |
| | MED EXP (Any one person) \$ 5,000 | | | | | | | |
| | PERSONAL & ADV INJURY \$ 1,000,000 | | | | | | | |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | 810-3K753909-22-26-G | 01/01/2022 | 01/01/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 | |
| | BODILY INJURY (Per person) \$ | | | | | | | |
| | BODILY INJURY (Per accident) \$ | | | | | | | |
| | PROPERTY DAMAGE (Per accident) \$ | | | | | | | |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 510,000 | Y | | CUP-3K782106-22-26 | 01/01/2022 | 01/01/2023 | EACH OCCURRENCE \$ 5,000,000 | |
| | AGGREGATE \$ 5,000,000 | | | | | | | |
| | | | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | Y | UB-3K761159-22-26-G | 01/01/2022 | 01/01/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | E.L. EACH ACCIDENT \$ 1,000,000 | | | | | | | |
| | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 | | | | | | | |
| | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 | | | | | | | |
| D | Contractors Pollution Liability | | | ENV562003939-01 | 01/01/2022 | 01/01/2023 | Claims Made 2,000,000 Deductible 2,500 Retro Date 03/17/2017 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT: NWC SOONER ROAD RETAIL 1732 S SOONER RD MIDWEST CITY OK. PUBLIC WATER LINE. General Liability: Blanket AI when required by written contract (#CGD246 04-19). Blanket Waiver of Subrogation when required by written contract (#CGD316 02-19). Blanket Primary/Non-Contributory when required by written contract (#CGD246 04-19). Automobile: Blanket AI when required by written contract (CAF135). Workers Compensation: Blanket Waiver of Subrogation when required by written contract (WC00313 00). Blanket 30 day notice of cancellation when required by written contract (IL.T405)**. Umbrella Liability: Blanket AI follow form with underlying coverages. **Except 10-day notice of cancellation for non-payment of premium (IL.0236).

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| CITY OF MIDWEST CITY 100 N MIDWEST CITY MIDWEST CITY OK 73110 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Laura Hafenscher CPCU |
|---|--|

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

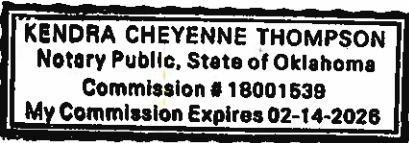
PROJECT NAME: MWC Water Line Extension
PROJECT LOCATION: 1732 S Sooner Rd
TYPE OF CONSTRUCTION: Public Water Line

OWNER'S AFFIDAVIT OF ACCEPTANCE

I, the undersigned, hereby certify that the above construction was performed in an acceptable manner satisfactory to the owner of the above project and certify the cost of such project is \$53,805.00 less the City of Midwest City, Engineering Division Inspection Fees.

By [Signature] Date: 11/22/22
OWNER

STATE OF Oklahoma)
)ss.
COUNTY OF Oklahoma)



Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 22nd day of November, 2022, personally appeared Steve Randall to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as a free and voluntary act and deed for the uses and purposes herein set forth.

My Commission Expires: 02/14/2026 Kendra Cheyenne Thompson
NOTARY PUBLIC

CONTRACTOR'S LIEN WAIVER

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

By [Signature] Date: November 17, 2022
CONTRACTOR

STATE OF Oklahoma)
)ss.
COUNTY OF McClain)

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 17th day of November, 2022, personally appeared Chad Madden to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as a free and voluntary act and deed for the uses and purposes herein set forth.

My Commission Expires: 8/24/2024 [Signature]
NOTARY PUBLIC
My Commission #20010323





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

To: Honorable Mayor and Council

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

Date: January 10th, 2023

Subject: Discussion, consideration, and possible action of making a matter of record Permit No. WL000055220812 from the State Department of Environmental Quality for the subdivision Timber Ridge Pointe, Section 5, Midwest City, Oklahoma.

Enclosed is Permit No. WL000055220812 for the construction of 2428 linear feet of eight (8) inch PVC water line and 1702 linear feet of six (6) inch PVC water line and all appurtenances to serve the subdivision Timber Ridge Pointe Section 5, Oklahoma County, Oklahoma., Midwest City, Oklahoma.

Patrick Menefee, P.E.,
City Engineer
Attachment

December 15, 2022

Mr. Tim Lyon, City Manager

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

Re: Amended Permit No. WL000055220812
Timber Ridge Pointe, Section 5 - Waterline Extension
Facility No. 1020806

Dear Mr. Lyon:

Enclosed is Amended Permit No. WL000055220812 for the construction of 2,428 linear feet of eight (8) inch PVC potable waterline, 1,702 linear feet of six (6) inch PVC potable waterline, and all appurtenances to serve the Timber Ridge Pointe, Section 5 - Waterline Extension, Oklahoma County, Oklahoma.

The project authorized by this amended permit should be constructed in accordance with the plans approved by this Department on December 15, 2022. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

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

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

Respectfully,



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

AS/RC/md

Enclosure

c: Zachary McIntosh, Regional Manager, DEQ
OKLAHOMA CITY DEQ OFFICE
Jason A Spencer, P.E., Crafton Tull & Associates, Inc

AMENDED PERMIT No. WL000055220812

WATER LINES

FACILITY No. 1020806

PERMIT TO CONSTRUCT

December 15, 2022

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct 2,428 linear feet of eight (8) inch PVC potable waterline, 1,702 linear feet of six (6) inch PVC potable waterline, and all appurtenances to serve the Timber Ridge Pointe, Section 5 - Waterline Extension, located in SW/4 of Section 10, T-11-N, R-1-W, Oklahoma County, Oklahoma, in accordance with the plans approved December 15, 2022.

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

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

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

AMENDED PERMIT No. WL000055220812

WATER LINES

FACILITY No. 1020806

PERMIT TO CONSTRUCT

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

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



AS

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



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

To: Honorable Mayor and Council

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

Date: January 10th, 2023

Subject: Discussion, consideration, and possible action of making a matter of record Permit No. SL000055220813 from the State Department of Environmental Quality for the subdivision Timber Ridge Pointe, Section 5, Midwest City, Oklahoma.

Enclosed is Permit No. SL000055220813 for the construction of 3758 linear feet of eight (8) inch PVC sewer line and all appurtenances to serve the subdivision Timber Ridge Pointe Section 5, Oklahoma County, Oklahoma., Midwest City, Oklahoma.

Patrick Menefee, P.E.,
City Engineer
Attachment

December 15, 2022

Mr. Tim Lyon, City Manager

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

Re: Amended Permit No. SL000055220813
Timber Ridge Pointe, Section 5 - Sanitary Sewer Main
Facility No. S-20541

Dear Mr. Lyon:

Enclosed is Amended Permit No. SL000055220813 for the construction of 3,758 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the Timber Ridge Pointe, Section 5 - Sanitary Sewer Main, Oklahoma County, Oklahoma.

The project authorized by this amended permit should be constructed in accordance with the plans approved by this Department on December 15, 2022. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

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

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

Respectfully,



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

AS/RC/md

Enclosure

c: Zachary McIntosh, Regional Manager, DEQ
OKLAHOMA CITY DEQ OFFICE
Jason A Spencer, P.E., Crafton Tull & Associates, Inc

AMENDED PERMIT No. SL000055220813

SEWER LINES

FACILITY No. S-20541

PERMIT TO CONSTRUCT

December 15, 2022

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct 3,758 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the Timber Ridge Pointe, Section 5 - Sanitary Sewer Main, located in SW/4 of Section 10, T-11-N, R-1-W, Oklahoma County, Oklahoma, in accordance with the plans approved December 15, 2022.

By acceptance of this amended permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

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

- 1) That the recipient of the amended permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the amended permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.
- 5) That tests will be conducted as necessary to ensure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

AMENDED PERMIT No. SL000055220813

SEWER LINES

FACILITY No. S-20541

PERMIT TO CONSTRUCT

- 9) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 10) That the recipient of the amended permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 11) The issuance of this amended permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 12) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 13) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).

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



AS

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



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

To: Honorable Mayor and Council

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

Date: January 10th, 2023

Subject: Discussion, consideration, and possible action of rejecting the bids received for the construction of the Joe B. Barnes Regional Park Pedestrian Bridge.

The accompanying bids were received on December 13th, 2022 for the construction and installation of a new Pedestrian Bridge located in Joe B Barnes Regional Park. The four bid totals and the engineer's estimate are attached. The pedestrian bridge improvement is funded through the (065) Dedicated Tax Fund, Project No. 065-2310-452.40-06, the submitted bids exceed the Capital Outlay budget dedicated to this project at this time.

Patrick Menefee, P.E.,
City Engineer
Attachment

**Joe B. Barnes Pedestrian Bridge
Bid Tabulations**

| 0100 TRAIL ITEMS | | | | |
|------------------|------|--|------|----------|
| ITEM | | DESCRIPTION | UNIT | QUANTITY |
| 202(A) | 2200 | UNCLASSIFIED EXCAVATION | CY | 35 |
| 202(E) | 2600 | SELECT BORROW | CY | 30 |
| 205(A) | 6200 | TYPE A - SALVAGED TOPSOIL | LSUM | 1 |
| 221(B) | 2300 | TEMPORARY SILT FENCE | LF | 500 |
| 230(A) | 7200 | SOLID SLAB SODDING | SY | 550 |
| 242 | 4100 | (PL) STABILIZED CONSTRUCTION EXIT | EA | 2 |
| 310(B) | 5300 | SUBGRADE, METHOD B | SY | 247 |
| 509(D) | 500 | CLASS C CONCRETE | CY | 5 |
| 610(A) | 5220 | 6" CONCRETE SIDEWALK | SY | 208 |
| 619(B) | 6404 | REMOVAL OF SIDEWALK | SY | 205 |
| 805(D) | 3526 | (PL)REMOVE & RESET GROUND MOUNTED SIGN | EA | 1 |

| 0200 BRIDGE ITEMS - 60FT TRUSS SPAN x 14'-0" CLR. WIDTH (MIN.), SK00, SAFETY RAILS | | | | |
|--|------|--------------------------------------|------|----------|
| ITEM | | DESCRIPTION | UNIT | QUANTITY |
| 501(B) | 1300 | SUBSTRUCTURE EXCAVATION COMMON | CY | 70 |
| 509(B) | 320 | CLASS A CONCRETE | CY | 17.8 |
| 510(D) | 1500 | (SP) GRAFFITI TREATMENT | SF | 1001 |
| 511(A) | 2210 | REINFORCING STEEL | LB | 1980 |
| 514(A) | 5210 | PILES, FURNISHED (HP 10X42) | LF | 271 |
| 514(B) | 5310 | PILES, DRIVEN (HP 10X42) | LF | 271 |
| 535 | 7170 | PREFABRICATED PEDESTRIAN BRIDGE | EA | 1 |
| 619(D) | 6700 | REMOVAL OF EXISTING BRIDGE STRUCTURE | LSUM | 1 |

| 0600 STAKING | | | | |
|--------------|------|-------------------------------|------|----------|
| ITEM | | DESCRIPTION | UNIT | QUANTITY |
| 642(B) | 3300 | CONSTRUCTION STAKING LEVEL II | LSUM | 1 |

| 0640 CONSTRUCTION | | | | |
|-------------------|------|------------------------------------|------|----------|
| ITEM | | DESCRIPTION | UNIT | QUANTITY |
| 220 | 1100 | SWPPP DOCUMENTATION AND MANAGEMENT | LSUM | 1 |
| 641 | 2100 | MOBILIZATION | LSUM | 1 |

| Engineer's Estimate | Crossland Heavy Contractors | Haskell Lemon Group, LLC | SAC Services | C4L LLC | | | | | |
|----------------------|-----------------------------|--------------------------|---------------|----------------------|---------------|----------------------|---------------|----------------------|---------------|
| Unit Price | Cost Total | Unit Price | Cost Total | Unit Price | Cost Total | Unit Price | Cost Total | Unit Price | Cost Total |
| \$ 50.00 | \$ 1,750.00 | \$ 101.00 | \$ 3,535.00 | \$ 133.50 | \$ 4,672.50 | \$ 120.00 | \$ 4,200.00 | \$ 264.00 | \$ 9,240.00 |
| \$ 50.00 | \$ 1,500.00 | \$ 68.00 | \$ 2,040.00 | \$ 156.00 | \$ 4,680.00 | \$ 150.00 | \$ 4,500.00 | \$ 300.00 | \$ 9,000.00 |
| \$ 2,500.00 | \$ 2,500.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 7,257.00 | \$ 7,257.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 |
| \$ 3.50 | \$ 1,750.00 | \$ 3.00 | \$ 1,500.00 | \$ 17.90 | \$ 8,950.00 | \$ 3.50 | \$ 1,750.00 | \$ 14.00 | \$ 7,000.00 |
| \$ 7.00 | \$ 3,850.00 | \$ 5.00 | \$ 2,750.00 | \$ 36.30 | \$ 19,965.00 | \$ 6.50 | \$ 3,575.00 | \$ 6.00 | \$ 3,300.00 |
| \$ 2,000.00 | \$ 4,000.00 | \$ 30,900.00 | \$ 61,800.00 | \$ 6,000.00 | \$ 12,000.00 | \$ 2,000.00 | \$ 4,000.00 | \$ 8,000.00 | \$ 16,000.00 |
| \$ 8.00 | \$ 1,976.00 | \$ 2.50 | \$ 617.50 | \$ 30.40 | \$ 7,508.80 | \$ 10.00 | \$ 2,470.00 | \$ 8.00 | \$ 1,976.00 |
| \$ 75.00 | \$ 375.00 | \$ 980.00 | \$ 4,900.00 | \$ 800.00 | \$ 4,000.00 | \$ 750.00 | \$ 3,750.00 | \$ 300.00 | \$ 1,500.00 |
| \$ 54.00 | \$ 11,232.00 | \$ 104.00 | \$ 21,632.00 | \$ 167.00 | \$ 34,736.00 | \$ 70.00 | \$ 14,560.00 | \$ 102.00 | \$ 21,216.00 |
| \$ 13.00 | \$ 2,665.00 | \$ 15.00 | \$ 3,075.00 | \$ 22.90 | \$ 4,694.50 | \$ 15.00 | \$ 3,075.00 | \$ 45.00 | \$ 9,225.00 |
| \$ 493.00 | \$ 493.00 | \$ 345.00 | \$ 345.00 | \$ 1,397.00 | \$ 1,397.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 8,320.00 | \$ 8,320.00 |
| \$ 30.00 | \$ 2,100.00 | \$ 60.00 | \$ 4,200.00 | \$ 85.30 | \$ 5,971.00 | \$ 120.00 | \$ 8,400.00 | \$ 100.00 | \$ 7,000.00 |
| \$ 800.00 | \$ 14,240.00 | \$ 1,620.00 | \$ 28,836.00 | \$ 1,407.00 | \$ 25,044.60 | \$ 1,350.00 | \$ 24,030.00 | \$ 2,560.00 | \$ 45,568.00 |
| \$ 2.50 | \$ 2,502.50 | \$ 5.00 | \$ 5,005.00 | \$ 11.90 | \$ 11,911.90 | \$ 5.00 | \$ 5,005.00 | \$ 12.00 | \$ 12,012.00 |
| \$ 1.50 | \$ 2,970.00 | \$ 2.50 | \$ 4,950.00 | \$ 6.45 | \$ 12,771.00 | \$ 5.00 | \$ 9,900.00 | \$ 6.00 | \$ 11,880.00 |
| \$ 47.00 | \$ 12,737.00 | \$ 115.00 | \$ 31,165.00 | \$ 72.00 | \$ 19,512.00 | \$ 130.00 | \$ 35,230.00 | \$ 121.00 | \$ 32,791.00 |
| \$ 17.00 | \$ 4,607.00 | \$ 60.00 | \$ 16,260.00 | \$ 121.50 | \$ 32,926.50 | \$ 80.00 | \$ 21,680.00 | \$ 60.00 | \$ 16,260.00 |
| \$ 220,000.00 | \$ 220,000.00 | \$ 176,612.50 | \$ 176,612.50 | \$ 139,240.00 | \$ 139,240.00 | \$ 184,339.85 | \$ 184,339.85 | \$ 140,000.00 | \$ 140,000.00 |
| \$ 7,000.00 | \$ 7,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 30,890.00 | \$ 30,890.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 20,000.00 |
| \$ 5,000.00 | \$ 5,000.00 | \$ 6,250.00 | \$ 6,250.00 | \$ 4,498.00 | \$ 4,498.00 | \$ 6,500.00 | \$ 6,500.00 | \$ 5,500.00 | \$ 5,500.00 |
| \$ 1,500.00 | \$ 1,500.00 | \$ 612.00 | \$ 612.00 | \$ 4,780.00 | \$ 4,780.00 | \$ 2,700.00 | \$ 2,700.00 | \$ 1,500.00 | \$ 1,500.00 |
| \$ 23,500.00 | \$ 23,500.00 | \$ 21,000.00 | \$ 21,000.00 | \$ 50,035.00 | \$ 50,035.00 | \$ 43,600.00 | \$ 43,600.00 | \$ 40,000.00 | \$ 40,000.00 |
| \$ 328,247.50 | | \$ 422,085.00 | | \$ 447,440.80 | | \$ 406,764.85 | | \$ 421,788.00 | |



City Clerk Department
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1240
fax 405.869.8655

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: January 10, 2023

SUBJECT: Discussion, consideration and possible action to approve declaring multiple office items as surplus and authorizing disposal by public auction, sealed bid or destruction, if necessary.

This agenda item will declare the items listed below, as surplus.

- (5) Credit Card Readers
- (2) 3 Ring Binders
- (4) C6602A Inkjet Print Cartridge
- (2) 64A Black HP Laserjet Print Cartridge

Staff recommends approval.

Sara Hancock
Sara Hancock, City Clerk



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: January 10, 2023

SUBJECT: Discussion, consideration, and possible action of declaring (1) 2009 Chevrolet Impala and (1) 2005 Chevrolet Impala, and its contents, as surplus and authorizing disposal by public auction, sealed bid or other means necessary.

The items identified are property that the Midwest City Police Department no longer needs or uses and have been removed from service. Staff recommends that this item be declared surplus. These vehicles are not estimated to have a value or sell for \$10,000.00 or more.

Items for surplus:

06-00-43: 2005 Chevy Impala VIN#2G1WF55K659373209

06-00-78: 2009 Chevy Impala VIN#2G1WS57M491317137

Auction services are provided to the City by:

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

Staff recommends approval.

Sid Porter

Sid Porter, Chief of Police



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

To: Honorable Mayor and City Council

From: Sid Porter, Chief of Police

Date: January 10, 2023

RE: Discussion, consideration, and possible action of declaring one hundred fifteen (115) firearms of various calibers as surplus and authorizing their disposal by trade-in towards future purchases with GT Distributors-Austin, Texas for a trade-in amount of \$19,200.00.

The attached list of firearms has been converted through the legal process. The Midwest City Police Department requests consideration to enter into an agreement with GT Distributors of Austin, Texas to dispose of the converted firearms for a trade-in value of \$19,200.00. This will leave a \$19,200.00 credit for purchases with GT Distributors.

Staff recommends approval.

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

Sid Porter, Chief of Police

Attachments: Property Room Conversion List and GT Distributors Quote

| CASE # | MAKE | MODEL | SERIAL # | CONDITION |
|----------|------------------|---------------|-----------|-----------|
| 11-00434 | HI-POINT | .40 PISTOL | 756513 | GOOD |
| 13-00853 | RUGER | SR9 | 33121977 | GOOD |
| 13-05593 | BERETTA | CHEETAH .380 | E77540Y | POOR |
| 14-08083 | SMITH AND WESSON | 9MM | HEA1954 | FAIR |
| 15-03065 | COBRA | .380 PISTOL | CP84881 | FAIR |
| 15-03816 | RUGER | LC9 | 32183094 | GOOD |
| 18-02205 | SMITH AND WESSON | M & P 9MM | LE13372 | POOR |
| 18-03551 | RUGER | EC9S | 45442747 | EXCELLENT |
| 18-04542 | SPRINGFIELD | 9MM PISTOL | GM9656337 | EXCELLENT |
| 18-08862 | SMITH AND WESSON | M & P .40 | HUJ7432 | GOOD |
| 19-00464 | HI-POINT | CF380 | P8028230 | GOOD |
| 19-03551 | SPRINGFIELD | XD-9 | XD824657 | GOOD |
| 19-04782 | SMITH AND WESSON | M & P 9MM | DVD8714 | GOOD |
| 19-05538 | ROSSI | 68 REVOLVER | V348 | FAIR |
| 19-08063 | GLOCK | 19 9MM | ADC8850 | EXCELLENT |
| 19-08598 | SMITH AND WESSON | SD40VE | FUY4410 | EXCELLENT |
| 19-09358 | HI-POINT | C9 | P1752268 | EXCELLENT |
| 20-00001 | SMITH AND WESSON | .38 SPECIAL | 8X398 | GOOD |
| 20-00132 | TAURUS | G2S | TLR13808 | GOOD |
| 20-01135 | JIMINEZ | 9MM PISTOL | 368078 | GOOD |
| 20-1653 | CZ | P07 PISTOL | C408353 | POOR |
| 20-01661 | GLOCK | MODEL 27 | VCW536 | FAIR |
| 20-02102 | SIG SAUER | PS50 9MM | EAK047037 | GOOD |
| 20-02687 | SMITH AND WESSON | BODYGUARD .38 | CPW0372 | GOOD |
| 20-3230 | NORINCO | 213 9MM | 16050049 | POOR |
| 20-03532 | SMITH AND WESSON | SHIELD 9MM | JCR9419 | GOOD |
| 20-04184 | SMITH AND WESSON | M&P REVOLVER | J712264 | FAIR |
| 20-04311 | KELTEC | P11 9MM | AVP93 | GOOD |
| 20-04517 | SPRINGFIELD | XDS .40 | S3500115 | GOOD |
| 20-04941 | KELTEC | 9MM | SIX04 | FAIR |
| 20-06620 | SPRINGFIELD | XDM | MG421894 | GOOD |
| 20-06926 | SPRINGFIELD | XDS.45 | X5600009 | GOOD |
| 20-06926 | RUGER | LCP | 371953382 | EXCELLENT |
| 20-06926 | RUGER | P89 | 30733970 | FAIR |
| 20-06926 | WITNESS | P-5 | MT33494 | EXCELLENT |
| 20-07149 | BRYCO | 0.38 | 1597896 | GOOD |

| | | | | |
|----------|------------------|-----------------------|----------------|-----------|
| 20-08193 | GLOCK | 43 | ACAU300 | GOOD |
| 21-00356 | SMITH AND WESSON | M&P SHIELD | HXA7584 | GOOD |
| 21-00658 | HI-POINT | JHP 45 | X427906 | POOR |
| 21-01064 | GLOCK | 9MM | BLVL108 | FAIR |
| 21-01151 | HERITAGE | .22 REVOLVER | 1BH137205 | FAIR |
| 21-01224 | TAURUS | G2 9MM | ABD4655272 | GOOD |
| 21-01228 | STOEGER | 9MM PISTOL | T642920S06015 | EXCELLENT |
| 21-01707 | JIMINEZ | .380 PISTOL | 163062 | FAIR |
| 21-02091 | KAHR | CW 45 | SF 1037 | GOOD |
| 21-02244 | RAVEN | P25 PISTOL | 345161 | FAIR |
| 21-02379 | JENNINGS | J-22.PISTOL | 463635 | POOR |
| 21-02502 | SMITH AND WESSON | M & P .40 | HYX4964 | GOOD |
| 21-02502 | SMITH AND WESSON | SARSILMA .22 | DJY9487 | GOOD |
| 21-02502 | RAVEN ARMS | P-25 | 1516918 | FAIR |
| 21-02502 | GIRSAN | MC 1911C | T636819AP00565 | GOOD |
| 21-02784 | TAURUS | G2C 9MM | TMB25226 | FAIR |
| 21-02870 | SMITH AND WESSON | .38 SPECIAL | DML47234421 | GOOD |
| 21-03093 | BERETTA | 950BS .25 | BR53386V | GOOD |
| 21-03199 | COLT | DETECTIVE REVOLVER | H08728 | GOOD |
| 21-03240 | KELTEC | P3AT .380 | JT722A | GOOD |
| 21-03507 | GLOCK | MODEL 42 .380 | ABZZ302 | FAIR |
| 21-04066 | HI-POINT | JHP 45 | X479669 | FAIR |
| 21-04139 | BRYCO | 38 .380 | 598670 | FAIR |
| 21-04471 | WALTHER | PPS 9MM | AX4631 | GOOD |
| 21-04471 | TAURUS | 0.38 | JFT24223 | GOOD |
| 21-04471 | ZIG | 0.45 | T062020Z03478 | GOOD |
| 21-04471 | JENNINGS | .22 PISTOL | 745222 | FAIR |
| 21-04497 | BRYCO | 59 9MM | 1000114 | FAIR |
| 21-04510 | RUGER | WRANGLER .22 REVOLVER | 20356653 | GOOD |
| 21-04516 | TAURUS | .357 REVOLVER | 1C130305 | GOOD |
| 21-04517 | BERETTA | 21A .25 | DAA386637 | GOOD |
| 21-04537 | SMITH AND WESSON | M&P 9MM | HWB5794 | GOOD |
| 21-04577 | TAURUS | G3 9MM | ACB583995 | GOOD |
| 21-04641 | SIG SAUER | 1911-22-B | 54A000245 | GOOD |
| 21-04699 | SPRINGFIELD | 1911 9MM | AM14161 | FAIR |
| 21-04837 | GLOCK | MODEL 19 | HRK254 | FAIR |
| 21-04938 | GLOCK | MODEL 27 | PRZ518 | GOOD |

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|----------|-----------------------|------------------------------|------------------|-----------|
| 21-04938 | RUGER | LCP .380 | 371604633 | GOOD |
| 21-05631 | SMITH AND WESSON | 9MM | NCV9730 | GOOD |
| 21-05685 | GLOCK | 9MM | BLKM774 | GOOD |
| 21-06526 | RUGER | EC9S | 45719587 | FAIR |
| 21-06758 | SMITH AND WESSON | SHIELD 9MM | JEN1142 | FAIR |
| 21-06926 | KELTEC | P-40 | 76026 | FAIR |
| 21-06983 | SIG SAUER | P365 | 66A081674 | GOOD |
| 21-07136 | H&R | .22 REVOLVER | AC56783 | FAIR |
| 21-07476 | GLOCK | MODEL 33 | SVB609 | POOR |
| 21-07483 | HI-POINT | 9MM | P1956761 | GOOD |
| 21-07679 | TAURUS | 94 REVOLVER | CN20779 | GOOD |
| 21-08297 | LITTLE RANGER | 0.22 | TX67876 | FAIR |
| 21-08297 | TAURUS | POLY PROTECTOR.38 REVOLVER | L059726 | EXCELLENT |
| 21-08607 | GLOCK | MODEL 23 .40 | XCV082 | GOOD |
| 22-00861 | RUGER | EC9S | 45734517 | GOOD |
| 22-01198 | TAURUS | G3C 9MM | ACL500285 | GOOD |
| 22-01493 | RUGER | EC9S | 45662409 | GOOD |
| 22-01493 | JIMINEZ | T380 | 340488 | FAIR |
| 22-01493 | BRIGADE | BMF9 9MM PISTOL | 0553F | GOOD |
| 15-00178 | MOSSBERG | 30-06 | BA268459 | GOOD |
| 15-02106 | NEW HAVEN | .22 RIFLE | 297428 | POOR |
| 15-02246 | MARLIN | 100 30-30 RIFLE | 19071219 | GOOD |
| 18-09054 | RUGER? | .22 TACTICAL RIFLE | 82193146 | GOOD |
| 19-00290 | HI POINT | 9MM RIFLE | A85882 | FAIR |
| 19-00464 | MOSSBURG | 88 12 GAUGE | MV0093674 | EXCELLENT |
| 19-00464 | CENTURY | DRACO AK-47 | DB474217RO | GOOD |
| 20-02462 | REMINGTON | 870 16 GAUGE | S410750W | GOOD |
| 20-06926 | RUGER | 10/22 CARBINE W SCOPE | 12039871 | GOOD |
| 21-00572 | BEAR CREEK ARSENAL | MODEL BCA15 AR RIFLE W/SCOPE | 21390 | EXCELLENT |
| 21-01301 | MOSSBURG | PUMP .410 | J017160 | FAIR |
| 21-02502 | ARMALITE | M15A2 | US364308 | GOOD |
| 21-04471 | PALMETTO STATE ARMORY | PA-15 MULTI W SCOPE .223 | SCD715800 | GOOD |
| 21-04471 | STEVENS | 320 12 GAUGE | 132228A | GOOD |
| 21-04471 | MOSSBERG | 12 GAUGE | J987988 | GOOD |
| 21-04471 | CXV | .223 RIFLE | GTOC093272 | GOOD |
| 21-04692 | MOSSBERG | 500 W/PISTOL GRIP | T217349 | FAIR |
| 21-04985 | UNK. BRAND (CUSTOM?) | AR STYLE RIFLE .556 | NO SERIAL NUMBER | GOOD |

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|----------|-----------------------|------------------------|-----------|------|
| 21-06074 | PALMETTO STATE ARMORY | AR 15 | SCD749890 | GOOD |
| 21-07483 | REMINGTON | MODEL 770 .270 W/SCOPE | 71385766 | GOOD |
| 22-00692 | MOSSBERG | 590 12 GAUGE | L211196 | GOOD |
| 22-01493 | WINCHESTER | 1400 12 GAUGE | N578605 | GOOD |
| 21-04471 | UNK | SHOTGUN BARREL | UNK. | FAIR |

FILED IN DISTRICT COURT
OKLAHOMA COUNTY
IN THE DISTRICT COURT WITHIN AND FOR OKLAHOMA COUNTY

STATE OF OKLAHOMA

SEP 30 2022

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

CP-2022-37

RICK WARREN
COURT CLERK

88 _____

ORDER

ON this 30th day of September, 2022, this matter comes for hearing upon the Application of the Chief of Police of the City of Midwest City for authorization to sell certain abandoned property. Applicant appears represented by the Assistant City Attorney for the City of Midwest City, Vicki L. Floyd, with no other appearing. Applicant has demonstrated that the police property manager and his staff have made a good faith attempt to contact the last known owners of property by certified mail and other available means, other than those owners of firearms who have a felony conviction and for which return of said firearms is prohibited, and that publication by Notice was given in the Journal Record on September 23, 2022, Affidavit of Publication separately filed. Further that Counsel for Applicant posted the Notice of Hearing at three (3) locations in the City of Midwest City for ten (10) days prior to this hearing, making available Exhibit A for public inspection.

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

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

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

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



Judge of the District Court

Approved as to form:

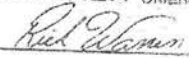


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(405) 869-8680 Fax
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CERTIFIED COPY
AS FILED OF RECORD
IN DISTRICT COURT

SEP 30 2022

RICK WARREN COURT CLERK
Oklahoma County



GUN CONVERSION LIST
Current Property Conversion List

| CASE # | OFFENSE | DATE RCVD | PROPERTY | SERIAL # | OWNER | | VERIFIED |
|----------|-------------------------------|------------|----------------------|-----------|---------------------------|-----------------|----------|
| | 99 | | | | | | |
| 11-00434 | MURDER/SUICIDE | 1/17/2011 | HI POINT .40 CAL | 756513 | PATRICK BALL | DECEASED | x |
| 13-00853 | BURG II | 1/29/2013 | RUGER | 33121977 | PHILIP WAYNE AXTELL | UTL | X |
| 13-05593 | REC STOLEN PROP | 7/12/2013 | BERETTA CHEETAH .380 | E77540Y | JEHESHEL SPIEGEL | RELINQUISHED | X |
| 14-08083 | BURGLARY | 10/21/2014 | SMITH & WESSON 9MM | HEA1954 | JOHN CONWAY | UTL | x |
| 15-03065 | GRAND LARCENY | 4/21/2015 | COBRA .380 | CP084881 | UNK | | x |
| 15-03816 | POSS FA WHILE UNDER INFLUENCE | 5/18/2015 | RUGER LC9 | 321-83094 | ISAAC JAMES ROGERS | FORFEITED | x |
| 17-05897 | FOUND PROPERTY | 8/11/2017 | REVOLVER UNK | E392240 | UNK | TO BE DESTROYED | x |
| 18-02205 | FOUND PROPERTY | 4/4/2018 | UNK 9MM | LE13372 | UNK | DOES NOT WORK | x |
| 18-03551 | OBSTRUCTING OFFICER | 5/26/2018 | RUGER EC9S | 454-42747 | AUSTIN ALBRIGHT | CONV FELON | X |
| 18-04542 | POSS FA AFCF | 7/11/2018 | RUGER 9MM | GM9656337 | LAKICHA GRAHAM | CONV FELON | X |
| 18-08862 | UNLAWFUL CARRY | 12/16/2018 | S&W M&P .40 CAL | HUJ7432 | KAREEM SAMPLETON | FORFEITED | X |
| 19-00464 | RECKLESS CONDUCT W FIREARM | 1/18/2019 | HI POINT MODEL CF380 | P8028230 | BRIAN LEE MCGAUGH | FORFEITED | x |
| 19-00464 | RECKLESS CONDUCT W FIREARM | 1/18/2019 | HI POINT MODEL 4595 | R54852 | BRIAN LEE MCGAUGH | FORFEITED | x |
| 19-03551 | ACCIDENTAL SHOOTING | 5/18/2019 | SPRINGFIELD XD-9 | XD824657 | UNK | | X |
| 19-04782 | POSS FA AFCF | 7/4/2019 | S&W M&P 9MM | DVD8714 | RICHARD CLAYTON | CONV FELON | X |
| 19-05538 | BURG I | 8/4/2019 | ROSSI 68 REVOLVER | V348 | CYNICA MCKNIGHT | CONV FELON | X |
| 19-08063 | DUI | 11/8/2019 | GLOCK 19 | ADCB850 | STEVEN TULL | UTL | |
| 19-08598 | TRAFFICKING METH | 12/1/2019 | S&W SD40VE | FUY4410 | NICHOLAS JAMBARD | CONV FELON | X |
| 19-09358 | DUI | 12/31/2019 | HI POINT C9 | P1752268 | KYLE ALLEN WEST | UNCLAIMED | X |
| 20-00001 | POSS FA AFCF | 7/1/2020 | S&W .38 SPL | 8X398 | MICHAEL CHRISTOPHER DAVIS | CONV FELON | X |
| 20-00132 | ROBBERY W DANG WEAPON | 1/6/2020 | TAURUS G2S | TLR13808 | ANGELICA MORGAN | CONV FELON | X |
| 20-01135 | MANSLAUGHTER II | 2/16/2020 | JIMINEZ 9MM | 368078 | UNK | DISCLAIMER | X |
| 20-01653 | BURG II | 3/8/2020 | CZ P07 | C408353 | JAMEO LYNN JACKSON | CONV FELON | X |
| 20-01661 | ROBBERY I | 3/8/2020 | GLOCK 27 | VCW536 | SHAUNTEL MIMS | CONV FELON | X |
| 20-02102 | DUI | 3/31/2020 | SIG SAUER P250 9MM | EAK047037 | ELIZABETH MILLER | CONV FELON | X |
| 20-02687 | BURG II | 5/3/2020 | S&W BODYGUARD .38 | CPW0372 | UNK | | X |
| 20-03230 | POSS FA AFCF | 5/26/20 | NORINCO 213 9MM | 16050049 | MICHAEL STATON | CONV FELON | X |
| 20-03532 | AGG TRAFF ILLEGAL DRUGS | 6/8/2020 | S&W SHIELD 9MM | JCR9419 | NAKEI VICK | CONV FELON | X |
| 20-04184 | LARC MERCH FROM RETAILER | 7/5/2020 | S&W M&P REVOLVER | J712264 | ROBERT CLARK | CONV FELON | X |
| 20-04311 | OBSTRUCTING OFFICER | 7/11/2020 | KELTEC P11 9MM | AVP93 | UNK | | X |
| 20-04517 | REC STOLEN PROP | 7/19/2020 | SPRINGFIELD XDS .40 | S3500115 | UNK | | X |
| 20-04517 | REC STOLEN PROP | 7/19/2020 | TAURUS .380 | KBS60789 | TALITHA DAVIS | UTL | X |
| 20-04941 | UNLAWFUL CARRY BY MINOR | 8/6/2020 | KELTEC 9MM | SIX04 | UNK | | X |
| 20-06620 | POSS FA AFCF | 10/14/2020 | SPRINGFIELD XDM | MG421894 | UNK | | X |
| 20-06926 | POSS FA AFCF | 10/23/2020 | SPRINGFIELD XDS .45 | X5600009 | RONNIE B BESCO JR | CONV FELON | X |
| 20-06926 | POSS FA AFCF | 10/23/2021 | RUGER LCP | 371953382 | RONNIE B BESCO JR | CONV FELON | X |
| 20-06926 | POSS FA AFCF | 10/23/2021 | RUGER P89 | 30733970 | RONNIE B BESCO JR | CONV FELON | X |
| 20-06926 | POSS FA AFCF | 10/23/2021 | WITNESS P-5 | MT33494 | RONNIE B BESCO JR | CONV FELON | X |
| 20-07149 | JUV CCW | 11/7/2020 | BRYCO .380 | 1597896 | UNK | | X |
| 20-08193 | POSS FA AFCF | 12/24/2020 | GLOCK 43 | ACAU300 | UNK | | X |
| 21-00356 | POSS CDS | 1/16/2021 | S&W M&P SHIELD .45 | HXA7584 | RENALDO LYNN MILLER | UTL | X |

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|----------|---------------------------------|------------|-------------------------------|-----------------|---------------------------|---------------|---|
| 21-00658 | SHOOTING WITH INTENT | 1/30/2021 | HI POINT JHP .45 | X427905 | AARON DERRELL SCOTT | CONV FELON | X |
| 21-01064 | POSS FA WHILE INTOXICATED | 2/20/2021 | GLOCK 9MM | BLVL108 | JEROME BRENT ORTH | DISCLAIMER | X |
| 21-01151 | SEARCH WARRANT | 2/24/2021 | HERITAGE REVOLVER .22 CCAL | 1BH137205 | NATHAN THEOMAS KENEDY | CONV FELON | X |
| 21-01224 | POSS CDS | 2/27/2021 | TAURUS G2 9MM | ABD4655272 | UNK | | X |
| 21-01228 | ATTEMPTED SUICIDE | 2/27/2021 | STOEGER 9MM | T6429-20S06015 | JOHN EDWARD COLLINS JR | UTL | X |
| 21-01707 | POINT FA | 3/21/2021 | JIMENEZ .380 | 163062 | DEONTE REID | UTL | X |
| 21-02027 | FOUND PROPERTY | 4/4/2021 | ASTRA .357 REVOLVER | 16426 | UNK | | X |
| 21-02091 | FOUND PROPERTY | 4/7/2021 | KAHR CW 45 | SF 1037 | UNK | | X |
| 21-02244 | SEARCH WARRANT | 4/14/2021 | RAVEN P25 .25 CAL | 345161 | SETH DANIEL NEWTON | CONV FELON | X |
| 21-02379 | POSS FA AFCF | 4/20/2021 | JENNINGS J-22 .22 CAL | 463635 | ISAAC FORTENBERRY | CONV FELON | X |
| 21-02502 | SHOOTING WITH INTENT | 4/25/2021 | S&W M&P .40 CAL | HYX4964 | UNK | | X |
| 21-02502 | SHOOTING WITH INTENT | 4/25/2021 | S&W S&SILMA .22CAL | DJY9487 | UNK | | X |
| 21-02502 | SHOOTING WITH INTENT | 4/25/2021 | RAVEN ARMS P-25 .25 CAL | 1516918 | UNK | | X |
| 21-02502 | SHOOTING WITH INTENT | 4/25/2021 | GIRSAN MC1911C | T6368-19AP00565 | UNK | | X |
| 21-02784 | POSS FA IN COMMISSION OF FELONY | 5/5/2021 | TAURUS G2C IMM | TMB25226 | MICHAEL EDWARD JONES | CONV FELON | X |
| 21-02870 | DISCHARGING FIREARM | 5/9/2021 | S&W 38 SPL | DML4723442-1 | SHANEKA NICOLE WALKER | FORFEIT | X |
| 21-02884 | POSS FA AFCF | 5/9/2021 | GLOCK 26 9MM | WEH016 | CHAD AARON STRAMSKI | CONV FELON | X |
| 21-03093 | FOUND PROPERTY | 5/18/2021 | BERETTA 950BS | BR53386V | UNK | | X |
| 21-03199 | FOUND PROPERTY | 5/22/2021 | COLT DETECTIVE REVOLVER | H08728 | UNK | | X |
| 21-03240 | FOUND PROPERTY | 5/24/2021 | KELTEC P3AT | JT722A | UNK | | X |
| 21-03386 | MENTAL HEALTH INTERVENTION | 5/29/2021 | S&W M&P SHIELD 9MM | LEV5029 | UNCLAIMED | | X |
| 21-03507 | FOUND PROPERTY | 6/3/2021 | GLOCK 42 .380 | ABZ2302 | UNK | | X |
| 21-04066 | RECOVERED STOLEN PROPERTY | 6/25/2021 | HI POINT JHP .45 | X479669 | RYAN ARNEZ GARDEN | UTL | X |
| 21-04139 | DOM ASSAULT | 6/28/2021 | BRYCO 38 .380 | 598670 | THEOPOLUS CLARENCE ROGERS | CONV FELON | X |
| 21-04471 | A&B DEADLY WEAPON | 7/11/2021 | WALTER PPS 9MM | AX4631 | TYLER GRAHAM ALBANESE | CONV FELON | X |
| 21-04471 | A&B DEADLY WEAPON | 7/11/2021 | TAURUS .380 | JFT24223 | TYLER GRAHAM ALBANESE | CONV FELON | X |
| 21-04471 | A&B DEADLY WEAPON | 7/11/2021 | ZIG .45 | T0620-20Z03478 | TYLER GRAHAM ALBANESE | CONV FELON | X |
| 21-04471 | A&B DEADLY WEAPON | 7/11/2021 | JENNINGS .22 CAL | 745222 | CHRISTIAN EMERSON | UTL | X |
| 21-04497 | SURRENDERED FA | 7/12/2021 | BRYCO 59 9MM | 1000114 | CLYDE W BESON III | SURRENDERED | X |
| 21-04510 | REC STOLEN MOTOR VEHICLE | 7/13/2021 | RUGER WRANGLER .22 REVOLVER | 20356653 | SAMUEL LUCAS EVANS | CONV FELON | X |
| 21-04516 | SEARCH WARRANT | 7/13/2021 | TAURUS 357 REVOLVER | 1C130305 | CHAD AARON STRAMSKI | CONV FELON | X |
| 21-04517 | POSS STOLEN MOTOR VEHICLE | 7/13/2021 | BERTETTA 21A .25CAL | DAA386637 | ALEXIS BROOK FAULK | CONV FELON | X |
| 21-04537 | CURFEW FOR MINORS | 7/14/2021 | S&W M&P SHIELD 2.0 9MM | HWB5794 | UNK | | X |
| 21-04577 | NSDL | 7/15/2021 | TAURUS G3 9MM | ACB583995 | RODRIGO MILLANES | UTL | X |
| 21-04641 | POSS CDS HEROIN | 7/17/2021 | SIG SAUER 1911-22-B | 54A000245 | UNK | | X |
| 21-04699 | JUV CARRY CONCEALED WEAPON | 7/20/2021 | SPRINGFIELD 1911 9MM | AM14161 | UNK | | X |
| 21-04837 | DOMESTIC A&B | 7/24/2021 | GLOCK 19 | HRK254 | CARLTON QUANZEL EVANS | CONV FELON | X |
| 21-04938 | TRAFFICKING DRUGS | 7/28/2021 | GLOCK 27 .40 CAL | PRZ518 | TYREE KINTE WILLIAMS | FA DISCLAIMER | X |
| 21-04938 | TRAFFICKING DRUGS | 7/28/2021 | RUGER LCP .380 | 371604633 | TYREE KINTE WILLIAMS | FA DISCLAIMER | X |
| 21-05631 | POSS CDS WITH INTENT | 8/26/2021 | S&W 9MM | NCV9730 | HEATH RYAN DEBNER | CONV FELON | X |
| 21-05685 | REC STOLEN PROP | 8/29/2021 | GLOCK .45 | BLKM774 | JOSHUA VODEGEL | UTL | X |
| 21-06526 | FOUND PROPERTY | 10/2/2021 | RUGER EC9S | 457-19587 | UNK | | X |
| 21-06758 | JUV CARRY CONCEALED FIREARM | 10/13/2021 | S&W SHIELD 9MM | JEN1142 | UNK | | X |
| 21-06926 | FOUND PROPERTY | 10/22/2021 | KELTEC P-40 | 76026 | UNK | | X |
| 21-06983 | FOUND PROPERTY | 10/23/2021 | SIG SAUER P365 | 66A081674 | UNK | | X |
| 21-07136 | POSS FA AFCF | 10/29/2021 | H&R .22 REVOLVER | AC56783 | UNK | | X |
| 21-07476 | FOUND PROPERTY | 11/13/2021 | GLOCK 33 | SVB609 | UNK | | X |
| 21-07483 | MENTAL HEALTH INTERVENTION | 11/13/2021 | HI POINT 9MM | | GENE P. MINK | UTL | X |
| 21-07679 | MENTAL HEALTH INTERVENTION | 11/21/2021 | TAURUS 94 REVOLVER | CN20779 | DEBORAH L SMITH | UNCLAIMED | X |
| 21-08297 | MENTAL HEALTH INTERVENTION | 12/17/2021 | LITTLE RANGER .22 LR | TX67876 | LAURIE ANN PERKINS | UTL | X |
| 21-08297 | MENTAL HEALTH INTERVENTION | 12/17/2021 | TAURUS POLY PROTECTOR REV .38 | L059726 | LAURIE ANN PERKINS | UTL | X |
| 21-08607 | FOUND PROPERTY | 12/31/2021 | GLOCK 23 .40 | XCV082 | UNK | | X |
| 22-00861 | MENTAL HEALTH INTERVENTION | 2/11/2022 | RUGER EC9S | 45734517 | MAKENZIE LAINE WHITE | UNCLAIMED | X |
| 22-01198 | MENTAL HEALTH INTERVENTION | 2/26/2022 | TAURUS G3C 9MM | ACL500285 | DEVIN ROY MCCABE | UTL | X |
| 22-01493 | MENTAL HEALTH INTERVENTION | 3/11/2022 | RUGER EC9S | 45662409 | JAMES WADE PATTERSON | UNCLAIMED | X |
| 22-01493 | MENTAL HEALTH INTERVENTION | 3/11/2022 | JIMINEZ ARMS T380 | 340488 | JAMES WADE PATTERSON | UNCLAIMED | X |

| | | | | | | | |
|-----------|------------------------------|------------|------------------------------|--------------|--------------------------------|------------|---|
| 22-01493 | MENTAL HEALTH INTERVENTION | 3/11/2022 | BRIGADE BMF9 9MM AR PISTOL | 0553F | JAMES WADE PATTERSON | UNCLAIMED | X |
| LONG GUNS | | | | | | | |
| 27 | | | | | | | |
| 15-00178 | POSS CDS WITH INTENT | 1/8/2015 | MOSSBURG 30-06 | BA268459 | JUSTIN NICHOLAS FREEL | CONV FELON | x |
| 15-00351 | FOUND PROPERTY | 1/14/2015 | .22 SAWWED OFF PISTOLGRIP | UNK | UNK | DESTROY | x |
| 15-02106 | FOUND PROPERTY | 3/17/2015 | NEW HAVEN 22 CAL RIFLE | 297428 | UNK | | x |
| 15-02246 | ASSAULT DEADLY WEAPON | 3/22/2015 | MARLIN 100 30-30 RIFLE | 19071219 | HENRY MILLER | CONV FELON | x |
| 16-09081 | POSS CDS METH | 12/1/2016 | MOSSBURG 16 GUAGE | UNK | DIRRECK WAYNE MARSH | CONV FELON | x |
| 18-03569 | FOUND PROPERTY | 5/26/2018 | JC HIGGINS MODEL 583 20 GA | UNK | UNK | | x |
| 18-09054 | TRAFFICKING CONTROLLED SUBST | 12/23/2018 | 22 CAL RIFLE | 621-93146 | BRADLEY WAYNE MOSBY | CONV FELON | X |
| 19-00290 | BURG I | 1/13/2019 | HI POINT 9MM RIFLE | A85882 | UNK | | X |
| 19-00464 | RECKLESS CONDUCT W FIREARM | 1/18/2019 | MOSSBURG 88 12 GA | MV0093674 | BRIAN LEE MCGAUGH | CONV FELON | x |
| 19-00464 | RECKLESS CONDUCT W FIREARM | 1/18/2019 | CENTURY DRACO AK-47 | DB-4742-17RO | BRIAN LEE MCGAUGH | CONV FELON | x |
| 19-02099 | POSS STOLEN VEHICLE | 3/27/2019 | STEVENS MODEL 39 .410 | UNK | UNK | | X |
| 20-02462 | OPERATING CHOP SHOP | 4/23/2020 | REMINGTON 870 .16 GA | S410750W | NATHAN THOMAS KENEDY | CONV FELON | X |
| 20-06926 | POSS FA AFCF | 10/23/2020 | RUGER 10/22 CARBINE | 120-39871 | RONNIE B BESCO JR | CONV FELON | X |
| 21-00572 | SUICIDE | 1/26/2021 | BLACK BEAR CREEK RIFLE | 21390 | FAMILY REQUESTS BE DISPOSED OF | | X |
| 21-01301 | FOUND PROPERTY | 3/2/2021 | MOSSBURG PUMP .410 | J017160 | UNK | | X |
| 21-02502 | SHOOTING WITH INTENT | 4/25/2021 | ARMALITE M15A2 | US-364308 | UNK | | X |
| 21-04471 | A&B DEADLY WEAPON | 7/11/2021 | PALMETTO RIFLE | SCD715800 | TYLER GRAHAM ALBANESE | CONV FELON | X |
| 21-04471 | A&B DEADLY WEAPON | 7/11/2021 | STEVENS 320 12 GA | 132228A | TYLER GRAHAM ALBANESE | CONV FELON | X |
| 21-04471 | A&B DEADLY WEAPON | 7/11/2021 | MOSSBURG 12 GA | J987968 | TYLER GRAHAM ALBANESE | CONV FELON | X |
| 21-04471 | A&B DEADLY WEAPON | 7/11/2021 | CXV RIFLE 223 | GTOC093273 | TYLER GRAHAM ALBANESE | CONV FELON | X |
| 21-04471 | A&B DEADLY WEAPON | 7/11/2021 | 310 SHOTGUN BARRELL | UNK | TYLER GRAHAM ALBANESE | CONV FELON | X |
| 21-04692 | MENTAL HEALTH INTERVENTION | 7/19/2021 | MOSSBERT 500 PISTOL GRIP | T217349 | JAMES ARTHUR FRENCH | UNCLAIMED | |
| 21-04985 | FOUND PROPERTY | 7/29/2021 | AR STYLE PISTOL | NO SER # | UNK | | X |
| 21-06074 | POSS FA AFCF | 9/14/2021 | PALMETTO AR15 | SCD749890 | DEVYONTAY DEMETRIOS BURDEN | CONV FELON | X |
| 21-07483 | MENTAL HEALTH INTERVENTION | 11/13/2021 | REMIINGTON MODEL 770 270 CAL | | GENE P. MINK | UTL | X |
| 22-00692 | MENTAL HEALTH INTERVENTION | 2/3/2022 | MOSSBURG 590 | L211196 | TRAVIS MITCHELL TILLMAN | UNCLAIMED | X |
| 22-01493 | MENTAL HEALTH INTERVENTION | 3/11/2022 | WINCHESTER 12 GA 1400 | N578605 | JAMES WADE PATTERSON | UNCLAIMED | X |

PROPERTY CONVERSION LIST

| CASE # | OFFENSE | DATE R'VD | PROPERTY | SERIAL # | OWNER |
|----------|------------------------|------------|-----------------------------|----------------|-------|
| 16-04419 | FOUND PROPERTY | 6/4/2016 | SILVER IPAD IN BLUE CASE | | UNK |
| 17-01563 | POSS CDS | 3/2/2017 | TV | | UNK |
| 17-07137 | BURGLARY AUTO | 9/27/2017 | VERIZON LG IPAD | | UNK |
| | | | KINDLE FIRE | | UNK |
| 17-07706 | BURGLARY AUTO | 10/20/2017 | 2 BOXES OF DIAPERS | | UNK |
| 20-03089 | FOUND PROPERTY | 5/20/2020 | ECHO LEAFBLOWER | | UNK |
| 20-04056 | FOUND PROPERTY | 6/29/2020 | ECHO WEED EATER | 4269 | UNK |
| 20-05395 | FOUND PROPERTY | 8/25/2020 | ECHO BLOWER MODEL PB-770T | P45014103443 | UNK |
| 20-05408 | FOUND PROPERTY | 8/25/2020 | RAZER SCOOTER | Y704171842 | UNK |
| 20-06021 | POSS STLN MTR VEHICLE | 9/20/2020 | POLAN CHAINSAW | 98195D100949-4 | UNK |
| 20-07061 | FOUND PROPERTY | 11/2/2020 | DEERC DRONE MODEL D10 | | UNK |
| 20-07391 | FOUND PROPERTY | 11/17/2020 | KENMORE TANK FILTER | | UNK |
| | | | RED HAND TRUCK | | UNK |
| 20-08026 | FOUND PROPERTY | 12/17/2020 | 5 GALLON GAS TANK | | UNK |
| 21-00174 | FOUND PROPERTY | 1/8/2021 | GREENWORKS LAWN MOWER | | UNK |
| | | | TROYBUILT LAWN MOWER | | UNK |
| 21-03034 | REC STLN MOTOR VEHICLE | 5/16/2021 | SSL AMPLIFIER | | UNK |
| | | | SUBWOOFER BOX WITH SPEAKERS | | UNK |
| 21-03595 | FOUND PROPERTY | 6/7/2021 | GITAR | | UNK |
| 21-04646 | FOUND PROPERTY | 7/17/2021 | HART LAWN MOWER | EU19445N020381 | UNK |
| 21-04814 | FOUND PROPERTY | 7/23/2021 | LED LAWN MOWER | | UNK |
| 21-06960 | FOUND PROPERTY | 10/22/2021 | 5 BOXES OF NEW CLOTHING | | UNK |
| 21-07831 | FOUND PROPERTY | 11/29/2021 | CANON PIXMA MG2522 PRINTER | AGGF87852 | UNK |
| 22-01578 | FOUND PROPERTY | 3/15/2022 | SCOOTER | | UNK |
| | | | MILLER GOLF BAG WITH CLUBS | | UNK |

Bicycle Conversion List

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| CASE # | OFFENSE | DATE R'VD | PROPERTY | SERIAL # | OWNER | |
|----------|--------------------------|-----------|---------------------------|------------------|------------------|-----------------|
| 18-08342 | BURGLARY | 11/27/18 | MONGOOSE ELEMENT BICYCLE | R1926WM | UNK | |
| 18-09049 | BURGLARY | 12/23/18 | ORANGE BICYCLE | | DANIEL HEDRICK | UTL |
| 19-01134 | BURGLARY | 2/13/19 | GREEN MADD GEAR BICYCLE | | UNK | |
| 19-03497 | BURLARY | 5/17/19 | SHIMANO BICYCLE | GS62651 | KRISTOPHER KING | UTL |
| 19-06660 | GRAND LARCENY | 9/17/19 | BLACK HAND CART | | UNK | |
| 19-07926 | BURGLARY II | 11/4/19 | GREY BICYCLE | SNF6009EE7375 | UNK | |
| 19-08074 | ACCIDENT AUTO PED | 11/9/19 | KENT CHAOS BMX | GS42018 | MAXWELL MCINTYRE | UTL |
| 20-00032 | GEN ARREST | 1/2/20 | MAROON BICYCLE | | JASONSWITCH | UTL |
| 20-02106 | REC STOLEN MOTOR VEHICLE | 4/1/20 | RED SCOOTER | | UNK | |
| 20-02466 | FOUND PROPERTY | 4/3/20 | 20 IN BICYCLE | G1210030973 | UNK | |
| 20-02574 | FOUND PROPERTY | 4/29/20 | HUFFY TRAILRUNNER | | UNK | |
| 20-03882 | BURGLARY | 6/3/20 | MONGOOSE BICYCLE | | UNK | |
| 20-03892 | FOUND PROPERTY | 6/23/20 | OZONE 500 BICYCLE | GS62494 | UNK | |
| 20-03902 | FOUND PROPERTY | 6/23/20 | HUFFY | AH18G00554 | UNK | |
| 20-04610 | FOUND PROPERTY | 7/24/20 | MAGNA EXCITOR BICYCLE | SLO8410813 | UNK | |
| 20-04971 | FOUND PROPERTY | 8/7/20 | MAGNA VOLTAGE BICYCLE | DJHH175727 | UNK | |
| 20-05246 | FOUND PROPERTY | 8/19/20 | ZEBRANO BICYCLE | TBT0407C15HK425 | UNK | |
| 20-05971 | LARCENY OF AUTO | 9/18/20 | CHAOS BICYCLE | | UNK | |
| 20-06387 | FOUND PROPERTY | 10/5/20 | MAGNA BICYCLE | DJFL002185 | UNK | |
| 20-06556 | FOUND PROPERTY | 10/12/20 | KENT SPARKLES BICYCLE | 61703142928 | UNK | |
| 20-07254 | FOUND PROPERTY | 11/12/20 | BLUE BICYCLE | SL03069718 | UNK | |
| 20-07468 | FOUND PROPERTY | 11/21/20 | ROADMASTER BICYCLE | | UNK | |
| 21-01604 | FOUND PROPERTY | 3/17/21 | BLUE BICYCLE | DWFI205935 | UNK | |
| 21-01750 | FOUND PROPERTY | 3/23/21 | NEXT POWER X 18 SPEED | LWGL002251 | UNK | |
| 21-03090 | FOUND PROPERTY | 5/18/21 | NET SURGE BICYCLE | 8508-25E20090605 | UNK | |
| 21-03265 | FOUND PROPERTY | 5/25/21 | PACIFIC GRANITE BICYCLE | 8NFD1BKT | UNK | |
| 21-03391 | MENTAL HEALTH | 5/29/21 | DIAMONDBACK BIKE | U71K29885 | JUSTIN LILES | DID NOT PICK UP |
| 21-04448 | FOUND PROPERTY | 7/10/21 | GREY MONGOOSE BICYCLE | R4058WM | UNK | |
| 21-04448 | FOUND PROPERTY | 7/10/21 | DYNACRAFT BICYCLE | | UNK | |
| 21-04609 | FOUND PROPERTY | 7/16/21 | HUFFY BICYCLE | AH20L125002 | UNK | |
| 21-04636 | BURGLARY | 7/17/21 | HUFFY ROCKIT BMX | SNHBC 18G18-486 | UNK | |
| 21-04708 | FOUND PROPERTY | 7/20/21 | DYNO BMX BICYCLE | | UNK | |
| 21-04765 | LARCENY MOTOR VEHICLE | 7/22/21 | HUCKJAM TONY HAWK BICYCLE | | UNK | |
| 21-04886 | FOUND PROPERTY | 7/26/21 | MAGNA 6 SPEED | DJGH124550 | UNK | |
| 21-05042 | FOUND PROPERTY | 8/2/21 | NEXT MODEL 8534-76C | 34196349 | UNK | |
| 21-05160 | FOUND PROPERTY | 8/7/21 | MONGOOSE BMX | SNFSD20M59969 | UNK | |
| 21-05497 | FOUND PROPERTY | 8/19/21 | MONGOOSE BICYCLE | SNFSD10CU580 | UNK | |
| 21-05872 | FOUND PROPERTY | 9/5/21 | LAJOLLA ALUMINUM | GS32401 | UNK | |
| 21-06093 | FOUND PROPERTY | 9/1/21 | SCHWINN TRICYCLE | SNMNC12M06461 | UNK | |
| 21-06503 | FOUND PROPERTY | 10/1/21 | HUFFY ALPINE 26 | AH18H086359 | UNK | |
| 21-06656 | FOUND PROPERTY | 10/8/21 | HUFFY CRANBROOK CRUISER | SNHTJ20L07736 | UNK | |
| 21-06666 | FOUND PROPERTY | 10/8/21 | NEXT BICYCLE | | UNK | |
| 21-06793 | FOUND PROPERTY | 10/14/21 | SPINNER BICYCLE | | UNK | |
| 21-06796 | CURFEW FOR MINORS | 10/15/21 | BMX STYLE BICYCLE | | UNK | |
| 21-07259 | FOUND PROPERTY | 11/3/21 | CANNONDALE BICYCLE | CM15L515727 | UNK | |
| 21-07328 | FOUND PROPERTY | 11/6/21 | ADVANCED TECH BICYCLE | | UNK | |
| 21-07404 | FOUND PROPERTY | 11/10/21 | NEXT POWER CLIMBER | 78606431 | UNK | |

| | | | | | |
|----------|----------------|----------|--------------------|-------------|-----|
| 21-08423 | GENERAL ARREST | 12/22/21 | ORANGE BICYCLE | HTB20H04350 | UNK |
| 21-08439 | FOUND PROPERTY | 12/23/21 | ROYAL CRUISER | | UNK |
| 22-00362 | FOUND PROPERTY | 1/19/22 | PACIFIC DREAD | AN017559 | UNK |
| 22-00362 | FOUND PROPERTY | 1/19/22 | THRUSTER RAGE | G26104822 | UNK |
| 22-00838 | FOUND PROPERTY | 2/10/22 | DYNACRAFT BICYCLE | | UNK |
| 22-01109 | TRESSPASSING | 2/22/22 | SCHWINN TRICYCLE | 17C04710 | UNK |
| 22-01429 | FOUND PROPERTY | 3/8/22 | MAGNA SILVER CANON | D1TG057629 | UNK |
| 22-01668 | FOUND PROPERTY | 3/20/22 | PINK BICYCLE | | UNK |

MONEY

| Case # | Offense | Date | Amount | Status | Owner |
|----------|------------------------------------|----------|------------|---------------|------------------------|
| 13-00026 | LARCENY MOTOR VEHICLE | 1/1/13 | ↓ 1.24 | | UNK |
| 13-07618 | ROBBERY | 9/19/13 | ↓ \$82.00 | | UNK |
| 14-05397 | BURLARY AUTO | 7/22/14 | ↓ \$23.29 | | UNK |
| 14-06096 | ROBBERY | 8/15/14 | ↓ \$2.01 | | UNK |
| 15-09242 | ARSON | 11/22/15 | ↓ \$5.00 | | UNK |
| 16-04535 | POSS MJ | 6/8/16 | ↓ \$19.37 | UTL | KENDRE LAVERT WALLACE |
| 17-01808 | DUI | 3/11/17 | ↓ \$10.00 | UTL | ROBERT PATTON |
| 17-02894 | POSS METH | 4/20/17 | ↓ \$20.00 | UTL | DAVID PAINTER |
| 17-03900 | POSS CDS | 5/27/17 | ↓ \$0.20 | | UNK |
| 17-05062 | RUNAWAY | 7/9/17 | ↓ \$4.92 | | UNK |
| 17-08597 | POSS CDS | 11/26/17 | ↓ \$138.25 | DA STATUS RPT | UNK |
| 17-08780 | ROBBERY DANG WEAPON | 12/3/17 | ↓ \$33.00 | UTL | AUSTIN BAIRD |
| | | | ↓ \$97.00 | UTL | AUSTIN MADDR |
| | | | ↓ \$123.00 | | UNK |
| 18-00876 | OBTAIN MONEY BY TRICK OR DECEPTION | 1/30/18 | ↓ \$15.00 | | UNK |
| 19-00240 | SUICIDE | 1/10/19 | ↓ \$1.00 | DECEASED | JOBETH HALEY |
| 19-03130 | FOUND PROPERTY | 5/5/19 | ↓ \$4.00 | | UNK |
| 19-05084 | DIST OF CDS | 7/16/19 | ↓ \$20.00 | | UNK |
| 19-05396 | FOUND PROPERTY | 7/28/19 | ↓ \$20.00 | | UNK |
| 19-06112 | FOUND PROPERTY | 8/26/19 | ↓ \$2.00 | | UNK |
| 19-08452 | FOUND PROPERTY | 11/23/19 | ↓ \$16.00 | | UNK |
| 19-08496 | POINTING A FIREARM | 11/25/19 | ↓ \$110.00 | UTL | DAKOTA LISKE |
| 20-01337 | FOUND PROPERTY | 2/24/20 | ↓ \$30.00 | UTL | DYLAN QUEEN |
| 20-01989 | FOUND PROPERTY | 3/23/20 | ↓ \$14.00 | | UNK |
| 20-02276 | POSS CDS | 4/11/20 | ↓ \$130.00 | | UNK |
| 20-02396 | FOUND PROPERTY | 4/19/20 | ↑ \$475.00 | | UNK |
| 20-02546 | POSS STOLEN VEHICLE | 4/28/20 | ↓ \$60.00 | UTL | FLOYD K GRASS |
| 20-04138 | FOUND PROPERTY | 7/3/20 | ↓ \$48.00 | UTL | CHRISTOPHER DEHUT |
| 20-04763 | FOUND PROPERTY | 7/30/20 | ↓ \$1.40 | UTL | ELIZABETH CHAVEZ |
| 20-06689 | FOUND PROPERTY | 10/17/20 | ↓ \$1.41 | | |
| 20-07007 | FOUND PROPERTY | 10/31/20 | ↓ \$1.00 | UTL | CHASE WALDRUP |
| 20-07438 | CURFEW | 11/20/20 | ↓ \$5.66 | | UNK |
| | | | ↓ \$2.75 | | UNK |
| 20-07637 | FOUND PROPERTY | 11/29/20 | ↓ \$20.00 | | UNK |
| 21-00749 | UNATTENDED DEATH | 2/3/21 | ↓ \$1.00 | DECEASED | LEBRAUN MARQUISE BROWN |
| 21-00414 | FOUND PROPERTY | 1/19/21 | ↓ \$1.00 | | UNK |
| 21-01486 | BURGLARY III | 3/12/21 | ↓ \$7.20 | | UNK |
| | | | ↓ \$5.00 | | UNK |
| 21-01529 | FOUND PROPERTY | 3/14/21 | ↓ \$8.00 | UTL | ANGYLL DAVIS |
| 21-01930 | FOUND PROPERTY | 3/31/21 | ↓ \$3.28 | | UNK |
| 21-03408 | FOUND PROPERTY | 5/30/21 | ↓ \$34.00 | | UNK |

21-04272 FOUND PROPERTY
 21-05404 ROBBERY
 21-05610 FOUND PROPERTY
 21-06000 FOUND PROPERTY
 21-06758 CCW
 21-07129 FOUND PROPERTY
 21-08219 FOUND PROPERTY
 22-00424 UNATTENDED DEATH

| | | |
|----------|---|----------|
| 7/3/21 | ↓ | \$121.00 |
| 8/16/21 | ↓ | \$140.00 |
| 8/25/21 | ↔ | \$200.00 |
| 9/11/21 | ↓ | \$1.00 |
| 10/13/21 | ↓ | \$22.43 |
| 10/28/21 | ↓ | \$1.00 |
| 12/14/21 | ↓ | \$0.05 |
| 1/21/22 | ↓ | \$1.23 |
| | | |
| | | |
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| | | |
| | | |
| | | |

UTL
 UNCLAIMED

UTL
 DECEASED

STEVEN CORTEZ
 CREST FOODS
 UNK
 UNK
 UNK
 UNK
 MARYANN E PAYNE
 HEATH FINNEY

| | | | |
|--|-------|------------|--|
| | TOTAL | \$2,081.45 | |
|--|-------|------------|--|

| CASE # | OFFENSE | DATE RCVD | PROPERTY | STATUS | OWNER |
|----------|-----------------------|------------|-------------------------------------|--------|-------------------|
| 18-06567 | POSS STLN MTR VEHICLE | 9/17/2018 | NEW YORK YANKEES WATCH | | UNK |
| 18-07089 | REC MOTOR VEHICLE | 10/8/2018 | SILVER NECKLACE | | UNK |
| | | | MENS WATCH | | UNK |
| | | | LADIES WATCH | | UNK |
| | | | SILVER RING | | UNK |
| 19-02927 | DISCHARGE FA | 4/27/2019 | GOLD CHAIN NECKLACE | UTL | CHRISTOPHER JONES |
| 19-04145 | FOUND PROPERTY | 6/9/2019 | SILVER COLORED RING | | UNK |
| 19-08598 | TRAFFIC CDS | 12/1/2019 | MISC EARRINGS | UTL | SKYLAR STINNETT |
| 21-04471 | A&B W DEADLY WEAPON | 7/11/2021 | 2 SILVER RINGS | UTL | BRITTANY NOLAND |
| 21-06758 | FOUND PROPERTY | 10/13/2021 | BULOVA WATCH | | UNK |
| 21-07210 | FOUND PROPERTY | 11/2/2021 | GOLD COLORED PENDANT | | UNK |
| 20-07536 | FOUND PROPERTY | 11/16/2021 | SILVER COLORED CHAIN | | UNK |
| | | | GOLD COLORED RING | | UNK |
| | | | GOLD COLORED RING WITH CLEAR STONES | | UNK |
| | | | GOLD COLORED NECKLACE | | UNK |
| 22-00983 | FOUND PROPERTY | 2/16/2022 | GOLD COLORED RING | | UNK |
| 22-01391 | FOUND PROPERTY | 3/7/2022 | GOLD COLORED RING | | UNK |
| | | | GOLD COLORED RING | | UNK |

Wade Ramsey - RE: Midwest City PD Gun Trade Question

From: Robert Arbuckle <robert@gtdist.com>
To: Wade Ramsey <WRamsy@MidwestCityOK.org>
Date: 12/7/2022 3:28 PM
Subject: RE: Midwest City PD Gun Trade Question

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

I just finally got word from our GT gun broker that he finished the list. He said we could give you all \$19,200 for the below 115 guns -

| | Manufacturer | Importer | Model | Serial # | Caliber & Action |
|----|--------------------|----------|------------------------------|----------------|------------------|
| 1 | BEAR CREEK ARSENAL | | MODEL BCA15 AR RIFLE W/SCOPE | 21390 | |
| 2 | ARMALITE | | M15A2 | US364308 | 5.56 / LG |
| 3 | BERETTA | | CHEETAH .380 | E77540Y | .380 / P |
| 4 | BERETTA | | 950BS .25 | BR53386V | .25 / P |
| 5 | BERETTA | | 21A .25 | DAA386637 | .25 / P |
| 6 | BRIGADE | | BMF9 9MM PISTOL | 0553F | 9mm / P |
| 7 | BRYCO | | 0.38 | 1597896 | .38 / P |
| 8 | BRYCO | | 38 .380 | 598670 | .380 / P |
| 9 | BRYCO | | 59 9MM | 1000114 | .9MM / P |
| 10 | CENTURY | | DRACO AK-47 | DB474217RO | 7.62 / LG |
| 11 | COBRA | | .380 PISTOL | CP84881 | .380 / P |
| 12 | COLT | | DETECTIVE REVOLVER | H08728 | |
| 13 | CXV | | .223 RIFLE | GTOC093272 | .223 / P |
| 14 | CZ | | P07 PISTOL | C408353 | |
| 15 | GIRSAN | | MC 1911C | T636819AP00565 | |
| 16 | GLOCK | | 19 9MM | ADC8850 | 9MM / P |
| 17 | GLOCK | | MODEL 27 | VCW536 | |
| 18 | GLOCK | | 43 | ACAU300 | 9mm / P |
| 19 | GLOCK | | 9MM | BLVL108 | |
| 20 | GLOCK | | MODEL 42 .380 | ABZZ302 | .380 / P |
| 21 | GLOCK | | MODEL 19 | HRK254 | 9mm / P |
| 22 | GLOCK | | MODEL 27 | PRZ518 | .40 / P |
| 23 | GLOCK | | 9MM | BLKM774 | |
| 24 | GLOCK | | MODEL 33 | SVB609 | .357 sig / P |
| 25 | GLOCK | | MODEL 23 .40 | XCV082 | .40 / P |
| 26 | H&R | | .22 REVOLVER | AC56783 | .22 / P |
| 27 | HERITAGE | | .22 REVOLVER | 1BH137205 | .22 REVOLVER / P |
| 28 | HI POINT | | 9MM RIFLE | A85882 | 9mm / P |
| 29 | HI-POINT | | .40 PISTOL | 756513 | .40 PISTOL / P |
| 30 | HI-POINT | | CF380 | P8028230 | .380 / P |
| 31 | HI-POINT | | C9 | P1752268 | 9MM / P |
| 32 | HI-POINT | | JHP 45 | X427906 | .45 / P |
| 33 | HI-POINT | | JHP 45 | X479669 | .45 / P |
| 34 | HI-POINT | | 9MM | P1956761 | 9mm / P |
| 35 | JENNINGS | | J-22.PISTOL | 463635 | .22 / P |
| 36 | JENNINGS | | .22 PISTOL | 745222 | .22 PISTOL / P |
| 37 | JIMINEZ | | 9MM PISTOL | 368078 | 9mm / P |
| 38 | JIMINEZ | | .380 PISTOL | 163062 | .380 PISTOL / P |
| 39 | JIMINEZ | | T380 | 340488 | .380 / P |
| 40 | KAHR | | CW 45 | SF 1037 | .45 / P |
| 41 | KELTEC | | P11 9MM | AVP93 | 9mm / P |

| | | | | |
|----|-----------------------|--------------------------|-------------|-----------------|
| 42 | KELTEC | 9MM | SIX04 | 9mm / P |
| 43 | KELTEC | P3AT .380 | JT722A | .380 / P |
| 44 | KELTEC | P-40 | 76026 | .40 / P |
| 45 | LITTLE RANGER | 0.22 | TX67876 | .22 / P |
| 46 | MARLIN | 100 30-30 RIFLE | 19071219 | 30-30 / LG |
| 47 | MOSSBERG | 30-06 | BA268459 | .30-06 / LG |
| 48 | MOSSBERG | 12 GAUGE | J987988 | 12 GAUGE / SG |
| 49 | MOSSBERG | 500 W/PISTOL GRIP | T217349 | |
| 50 | MOSSBERG | 590 12 GAUGE | L211196 | 12 GAUGE / SG |
| 51 | MOSSBERG | 88 12 GAUGE | MV0093674 | 12 GAUGE / SG |
| 52 | MOSSBERG | PUMP .410 | J017160 | .410 / SG |
| 53 | NEW HAVEN | .22 RIFLE | 297428 | .22 RIFLE / P |
| 54 | NORINCO | 213 9MM | 16050049 | .9MM / P |
| 55 | PALMETTO STATE ARMORY | PA-15 MULTI W SCOPE .223 | SCD715800 | .223 / LG |
| 56 | PALMETTO STATE ARMORY | AR 15 | SCD749890 | .223 / LG |
| 57 | RAVEN | P25 PISTOL | 345161 | .25 / P |
| 58 | RAVEN ARMS | P-25 | 1516918 | .25 / P |
| 59 | REMINGTON | 870 16 GAUGE | S410750W | 16 GA / SG |
| 60 | REMINGTON | MODEL 770 .270 W/SCOPE | 71385766 | .270 / LG |
| 61 | ROSSI | 68 REVOLVER | V348 | |
| 62 | RUGER | SR9 | 33121977 | 9MM / P |
| 63 | RUGER | LC9 | 32183094 | 9MM / P |
| 64 | RUGER | EC9S | 45442747 | 9MM / P |
| 65 | RUGER | LCP | 371953382 | .380 / P |
| 66 | RUGER | WRANGLER .22 REVOLVER | 20356653 | .22 / R |
| 67 | RUGER | LCP .380 | 371604633 | .380 / P |
| 68 | RUGER | EC9S | 45719587 | 9mm / P |
| 69 | RUGER | EC9S | 45734517 | 9mm / P |
| 70 | RUGER | EC9S | 45662409 | 9MM / P |
| 71 | RUGER | 10/22 CARBINE W SCOPE | 12039871 | .22 / LG |
| 72 | RUGER | P89 | 30733970 | 9mm / P |
| 73 | RUGER? | .22 TACTICAL RIFLE | 82193146 | .22 / LG |
| 74 | SIG SAUER | P250 9MM | EAK047037 | 9mm / P |
| 75 | SIG SAUER | 1911-22-B | 54A000245 | |
| 76 | SIG SAUER | P365 | 66A081674 | |
| 77 | SMITH AND WESSON | 9MM | HEA1954 | 9mm / P |
| 78 | SMITH AND WESSON | M & P 9MM | LE13372 | 9mm / P |
| 79 | SMITH AND WESSON | M & P .40 | HUJ7432 | .40 / P |
| 80 | SMITH AND WESSON | M & P 9MM | DVD8714 | 9MM / P |
| 81 | SMITH AND WESSON | SD40VE | FUY4410 | .40 / P |
| 82 | SMITH AND WESSON | .38 SPECIAL | 8X398 | .38 SPECIAL / R |
| 83 | SMITH AND WESSON | BODYGUARD .38 | CPW0372 | .38 / P |
| 84 | SMITH AND WESSON | SHIELD 9MM | JCR9419 | 9mm / P |
| 85 | SMITH AND WESSON | M&P REVOLVER | J712264 | |
| 86 | SMITH AND WESSON | M&P SHIELD | HXA7584 | |
| 87 | SMITH AND WESSON | M & P .40 | HYX4964 | .40 / p |
| 88 | SMITH AND WESSON | SARSILMA .22 | DJY9487 | |
| 89 | SMITH AND WESSON | .38 SPECIAL | DML47234421 | .38 / R |
| 90 | SMITH AND WESSON | M&P 9MM | HWB5794 | 9mm / P |
| 91 | SMITH AND WESSON | 9MM | NCV9730 | 9MM / P |
| 92 | SMITH AND WESSON | SHIELD 9MM | JEN1142 | 9MM / P |
| 93 | SPRINGFIELD | 9MM PISTOL | GM9656337 | 9MM / P |
| 94 | SPRINGFIELD | XD-9 | XD824657 | 9MM / P |
| 95 | SPRINGFIELD | XDS .40 | S3500115 | .40 / P |
| 96 | SPRINGFIELD | XDM | MG421894 | |
| 97 | SPRINGFIELD | XDS.45 | X5600009 | .45 / P |

| | | | | |
|-----|----------------------|----------------------------|------------------|-------------------|
| 98 | SPRINGFIELD | 1911 9MM | AM14161 | .9MM / P |
| 99 | STEVENS | 320 12 GAUGE | 132228A | 12 GAUGE / SG |
| 100 | STOEGER | 9MM PISTOL | T642920S06015 | 9MM / P |
| 101 | TAURUS | G2S | TLR13808 | 9MM / P |
| 102 | TAURUS | G2 9MM | ABD4655272 | 9MM / P |
| 103 | TAURUS | G2C 9MM | TMB25226 | 9MM / P |
| 104 | TAURUS | 0.38 | JFT24223 | .38 / R |
| 105 | TAURUS | .357 REVOLVER | 1C130305 | .357 REVOLVER / R |
| 106 | TAURUS | G3 9MM | ACB583995 | 9MM / P |
| 107 | TAURUS | 94 REVOLVER | CN20779 | |
| 108 | TAURUS | POLY PROTECTOR.38 REVOLVER | L059726 | 38 / R |
| 109 | TAURUS | G3C 9MM | ACL500285 | .9MM / P |
| 110 | UNK | SHOTGUN BARREL | UNK. | Barrel only |
| 111 | UNK. BRAND (CUSTOM?) | AR STYLE RIFLE .556 | NO SERIAL NUMBER | 5.56 / LG |
| 112 | WALTHER | PPS 9MM | AX4631 | 9mm / P |
| 113 | WINCHESTER | 1400 12 GAUGE | N578605 | 12 GAUGE / SG |
| 114 | WITNESS | P-5 | MT33494 | |
| 115 | ZIG | 0.45 | T062020Z03478 | .45 / P |



DISCUSSION ITEMS



Community Development Department

To: Honorable Mayor and Council

From: Billy Harless, Community Development Director

Date: January 10, 2023

Subject: (PC-2132) Public hearing with discussion, consideration, and possible action of approval of the Final Plat of The Curve, described as part of the Southwest Quarter (SW/4) of Section Eight (8), Township Eleven North (T11N), Range One West (R1W), of the Indian Meridian (I.M.), Midwest City, Oklahoma County, Oklahoma, located at 11004 SE 28th Street.

Executive Summary: This is a request to approve a final plat to subdivide a single parcel into twenty (20) individual parcels for single and two-family residential developments. There will be nineteen (19) two-family residences and one (1) single-family residence. The preliminary plat was approved September of 2016. All public improvements required have been permitted, inspected, and completed by the Engineering and Construction Services Department of the City, and the appropriate dedicated park space and detention have been satisfied as well. To be in compliance with the City’s Subdivision Regulations, the City Attorney required amended verbiage to be reflected upon the final plat. The final plat has been updated and submitted by the applicant to include the agreed upon verbiage. The applicant, Crafton, Tull, & Associates Inc. was present and addressed the Planning Commission.

Three surrounding property owners voiced the following concerns:

- The detention release points causing erosion and there not being a stockade fence on Westminster.
- The sidewalks and trails on 28th Street.
- A dip in the pavement on old part of SE 28th Street that surrounding property owner requested be checked.

Staff found no documentation of applicant stating there would be a stockade fence around the development. However, per the Comprehensive Plan Section 6-21, “In all new subdivisions, a screening element such as a wall or landscaped barrier should be erected on the subdivision’s or developer’s property adjacent to an arterial roadway.” It is also



noted that walls should be made of quality materials that are durable and require low maintenance. The City Engineer went to the subject property December 11, 2022 and stated there were no signs of erosion and that the pavement on 28th Street will be repaired with the upcoming bond packet. Attached to this packet are photographs the City Engineer took of the subject property on December 11th. Staff will

continue to monitor alleged erosion throughout the development process. The proposed sidewalks and trails are required per the City's Trails Master Plan. Planning Commission recommended approval. Action is at the discretion of the Council.

Dates of Hearing: Planning Commission- December 6, 2022 City Council-
January 10, 2023

Council Ward: Ward 6, Rick Favors

Owner: Todd Wiley, 643 Investments LLC

Applicant/Engineer: Danny Williamson, P.E., Crafton, Tull & Associates Inc.

Proposed Use: Duplexes

Size: The area of request has a frontage along SE 28th Street of 610 feet and a depth of approximately 462 feet containing an area of approximately 286,841 square feet, or 6.58 acres, more or less.

Development Proposed by Comprehensive Plan:

Area of Request- Medium Density Residential
North- Single Family Detached Residential
South- Oklahoma City
East- Single Family Detached Residential
West- Commercial

Zoning Districts:

Area of Request- R-2F, Two-family Attached Residential District
North- PUD, Planned Unit Development, R-6, Single-family Detached Residential District
South- Oklahoma City
East- R-6, Single-family Detached Residential District
West- I-2, Moderate Industrial District

Land Use:

Area of Request- Vacant
North- Residential
South- Oklahoma City
East- Residential
West- Utility Services Association Construction Company

Comprehensive Plan Citation:

The current zoning for this case is R-2F (single-family detached or two-family attached). The proposed plat is for two-family attached homes. The comprehensive plan supports Medium Density Residential Land Use by which a variety of home options are offered. It also provides house affordability and walkability by increasing the density.

Municipal Code Citation:

38-19. Final Plat

38-18.1. *Purpose*

The purpose of a Final Plat is to ensure consistency with standards of the Subdivision Ordinance pertaining to the adequacy of public facilities, provide for public improvements to serve the subdivision and that all other requirements and conditions have been satisfied or provided for to allow the Final Plat be recorded.

History:

1. The area was rezoned from R-MH-1, Manufactured Home Division, to R-2F, Two-family Attached Residential District in May of 2016.
2. September 6, 2016- Planning Commission recommended approval of the Preliminary Plat subject to staff comments.
3. September 27, 2016- Council approved the Preliminary Plat.
4. December 6, 2022- Planning Commission recommended approval of the Final Plat.

Staff Comments:

Engineering Staff Comments

Note: This application is for a final plat of the Curve subdivision located off Westminster Road and S.E. 28th Street.

Public Improvements

The requirements of the public improvements can be found in the subdivision regulations under:

Sec. 38-30.1. Completion prior to final plat approval and recordation

- a) Construction required prior to final plat approval and recordation. Completion of all required public improvements, in accordance with the approved preliminary plat and the approved construction plans, shall occur prior to final plat approval and recordation.
- b) Final plat shall not be accepted. A final plat shall not be accepted for filing, nor shall it be considered for approval, prior to completion of all required public improvements.

Upon application of final plat, this office reviewed all the public improvements for compliance with the subdivision regulations.

Water Supply and Distribution

Water line improvements were permitted through this office and Oklahoma Department of Environmental Quality (ODEQ). Construction of the improvements were inspected by the Construction Inspector and completed.

Sanitary Sewerage Collection and Disposal

Sanitary Sewer improvements were permitted through this office and Oklahoma Department of Environmental Quality (ODEQ). Construction of the improvements were inspected by the Construction Inspector and completed.

Stormwater

Stormwater improvements were permitted through this office. Construction of the improvements were inspected by the Construction Inspector and completed.

Street

The new roadway, Josie Circle and associated improvements along S.E. 28th Street were permitted through this office. Construction of the improvements were inspected by the Construction Inspector and completed.

Sidewalk

The sidewalk has been approved but the developer wants to construct the sidewalks as part of the houses. An approved Sidewalk Plan stating exactly where and whose responsibility it would be to complete has been included in this application. Additionally, a note on the plat stating sidewalk to be built prior to the certificate of occupancy. Both of these were supplied by the developer in a satisfactory manner.

Easements

Subdivision Regulations requires that all existing, dedicated, and proposed rights-of-way and easements are depicted on the final plat. As required, these are reflected on the final plat.

Lighting

Public street lighting is required as part of this development in two locations; at the curves of Josie Circle. The developer has contacted OG&E which supplies the lighting for Midwest City. The lighting has not been installed as of this memo. Because the lighting is not a direct capital expense to the City, the developer should not be held to OG&E's timeline. This requirement has been satisfied by the developer's formal request to OG&E.

Signage

Public signage is required for this development at the intersection of S.E. 28th Street and Josie Circle. The signage is on order for completion per City's specifications.

Record Drawings, Lien Release, and Bonding

Record drawings have been submitted to the city and filed accordingly. Bonds were provided for all the public infrastructure and a lien release has been received.

Fire Marshal's Comments:

PC-2132 is requesting a final plat for the 11004 area located at SE 28th and Westminster. There are currently no plans for development on the residential portion.

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

Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26'. Exclusive of shoulder(s).

Fire hydrants are required to be place a distance that does not exceed 400'-0" as the hose lays.

Planning Division:

The area of request is the site previously occupied as the Ponderosa Mobile Home Park. Since then, the site has been vacant for many years.

The purpose of this final plat is to subdivide the property into 20 individual lots that will provide 39 units.

All setback and lot requirements for the R-2F, Residential Two-Family Home District will be required to comply with section 3.2 of the Zoning Ordinance. These regulations include a lot width of 25' per dwelling unit, lot depth of 100', front setback of 25' from the right-of-way, 7' side setback, and 20' rear setback.

The structure must also comply with the exterior construction requirement of a minimum of 85% masonry materials. A minimum of two trees will be required to be planted in the front yard of each lot prior to issuance of a Certificate of Occupancy.

The applicant is required to provide 0.21 acres of parks and open space. The applicant is proposing two areas of park and open space containing a total of 0.34 acres of private park and open space to be maintained by the owner(s) of the property and will be noted on final plat.

A portion of the proposed park land will also serve as detention for the development and must therefore meet the requirements of Section 38-49.4(D) of the Subdivision Regulations.

The section requires that the park land must adhere to the following considerations:

- Be located between a building and street or completely bound by streets.
- Be viewable from public space.
- Any slope of the pond area may not exceed 33%.
- Accessible by patrons.
- Contain a seating area, public area, or fountain.
- One tree or planter at least 16 square feet for every 200 square feet of open space and be located within or adjacent to the open place.

The final plat has the required detention and common areas recorded and are in accordance with the agreed upon guidelines outlined in the preliminary plat.

The applicant submitted the final plat reflecting the new verbiage provided by the City Attorney regarding maintenance of the common areas.

The Comprehensive Plan's (Section 6-21) recommendation for screening elements (walls and landscaping) is as follows:

In all new subdivisions, a screening element such as a wall or landscaped barrier should be erected on the subdivision's or developer's property adjacent to an arterial roadway. The wall or landscaping should be owned and maintained by the homeowners association/property owners and should not become the responsibility of the City. The purpose of the screening wall is to provide a visual and protective barrier between the subdivision and the roadway. Notably, walls should be made of quality materials that are durable and require low maintenance.

Additionally, it is recommended that the screening element be installed prior to the final acceptance of the subdivision. However, landscape materials may be installed after the subdivision is accepted, upon

approval of the City. Generally, landscaping should be fully installed approximately within approximately six (6) months following acceptance of the subdivision.

Action is at the discretion of the Council.

Action Required: Approve or reject the Final Plat of The Curve for the property located at 11004 SE 28th Street, subject to staff comments as found in the January 10, 2023 agenda packet and made a part of PC-2132 file.

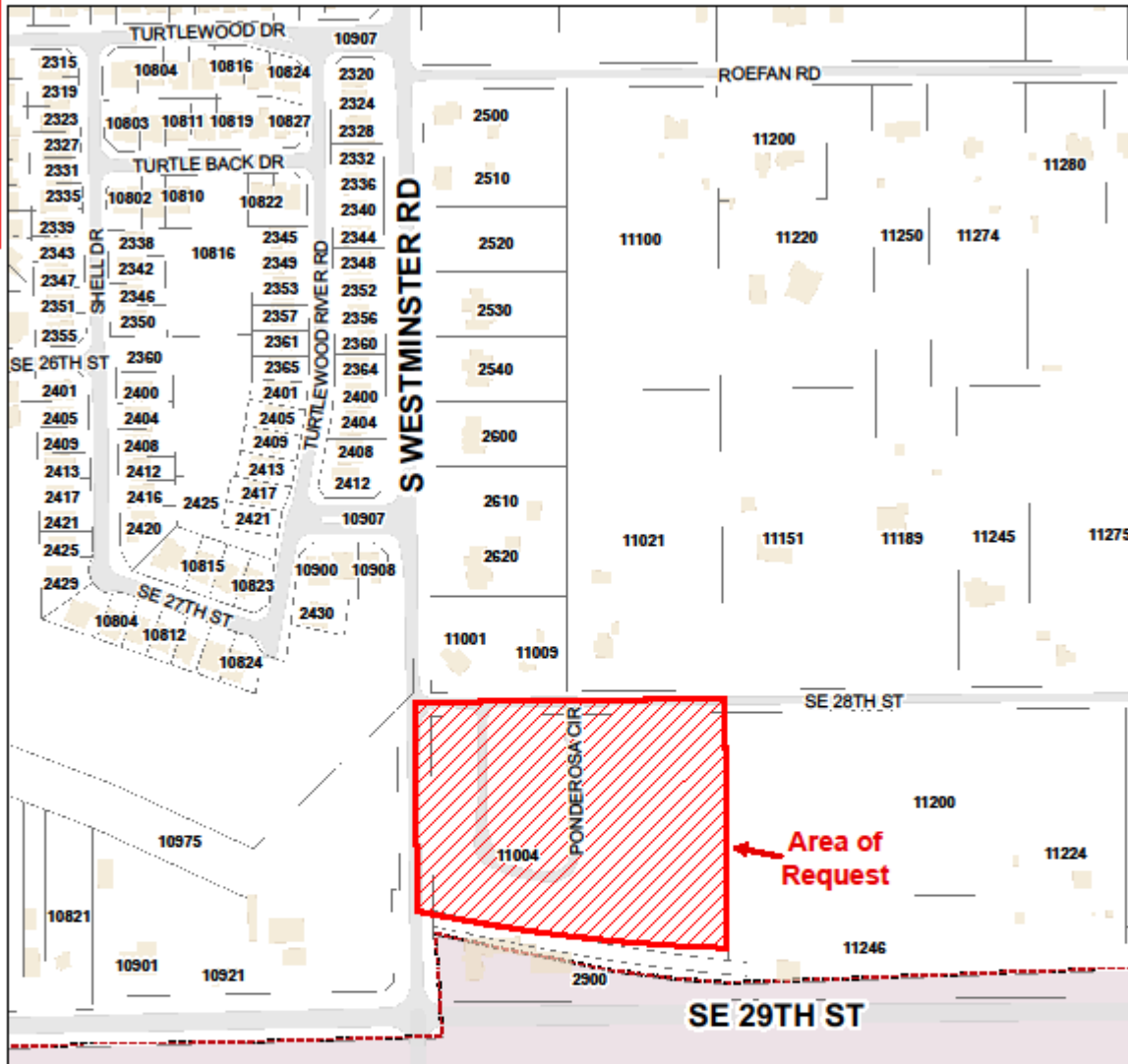
A handwritten signature in black ink, appearing to read "Billy Harless".

Billy Harless
Community Development Director

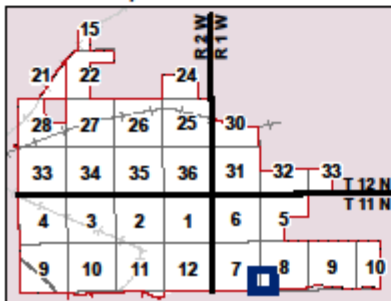
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Community Development



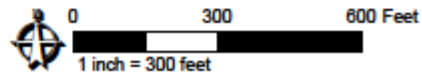
Locator Map



General Map Legend

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

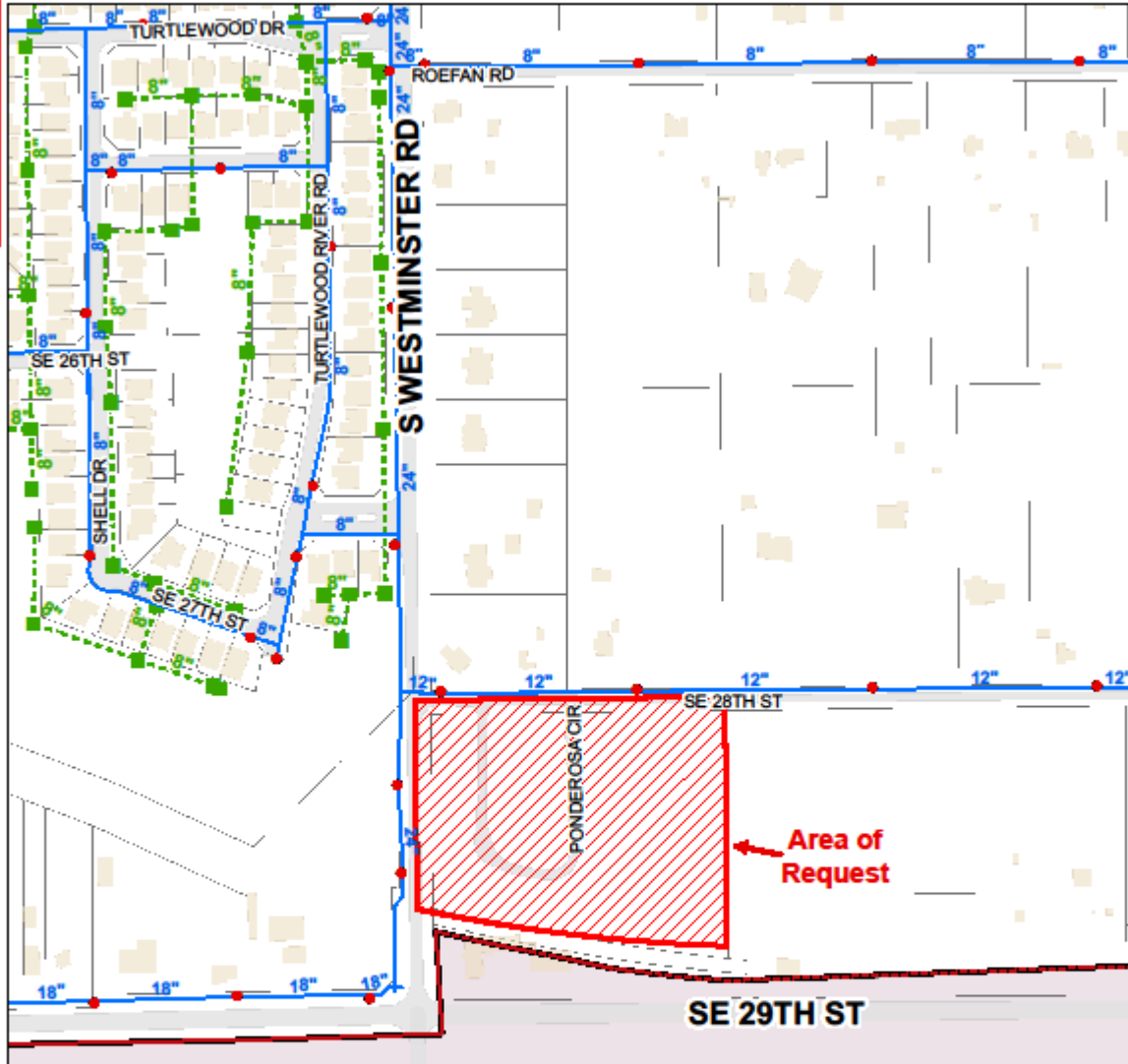
**GENERAL MAP FOR
PC-2132
(SW/4, Sec. 8, T11N, R1W)**



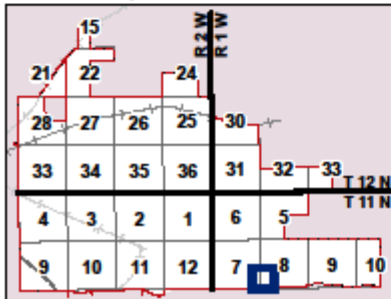
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Community Development



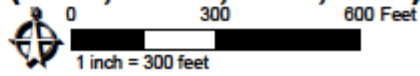
Locator Map



Water/Sewer Legend

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

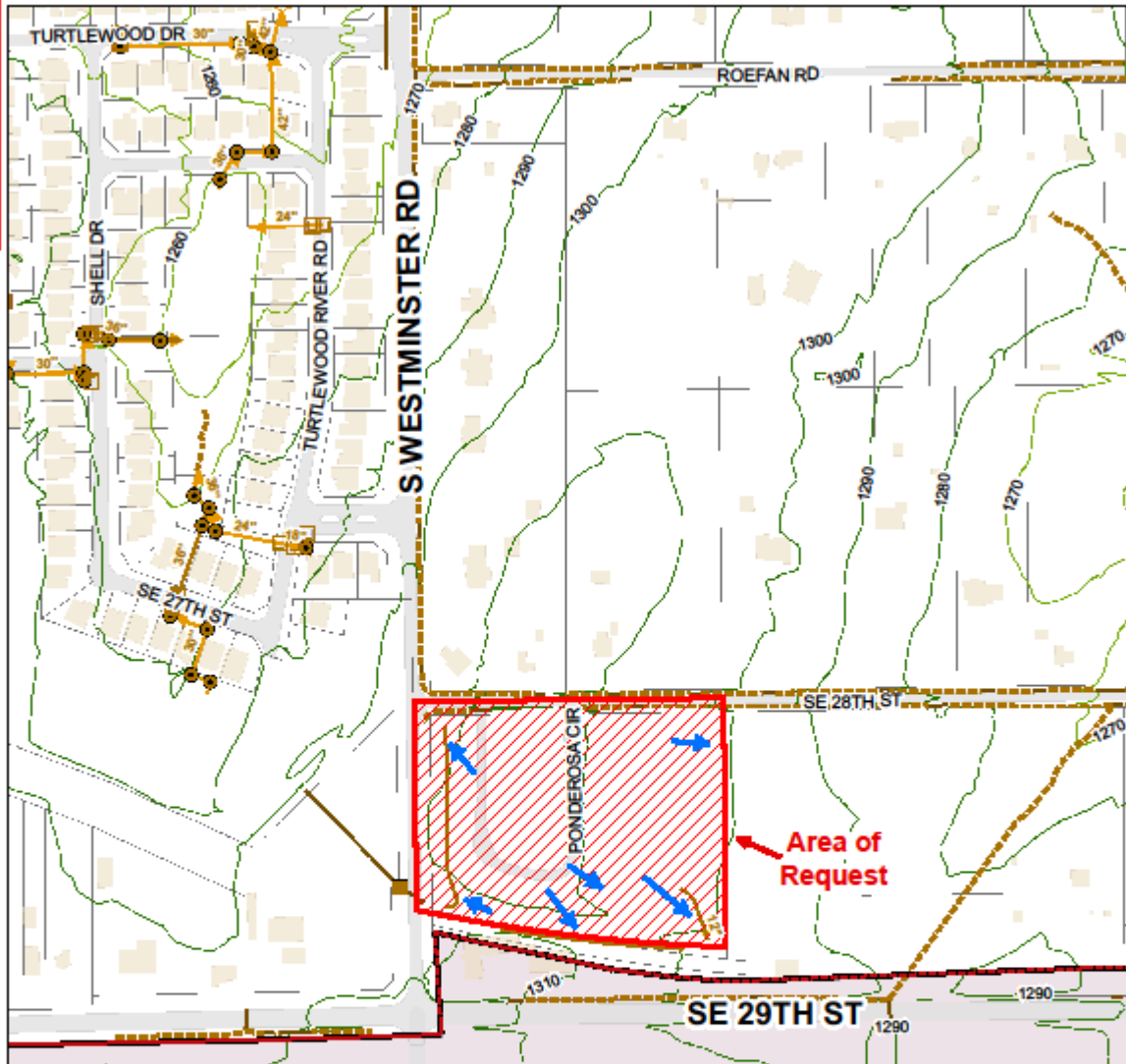
**WATER/SEWER LINE
LOCATION MAP FOR
PC-2132
(SW/4, Sec. 8, T11N, R1W)**



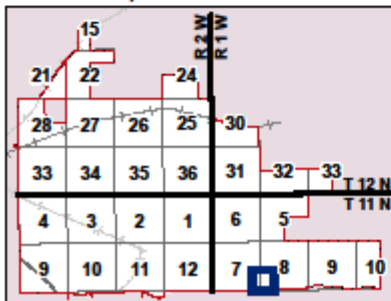
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Community Development



Locator Map

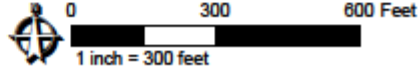


- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

2009 FEMA Floodplains

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

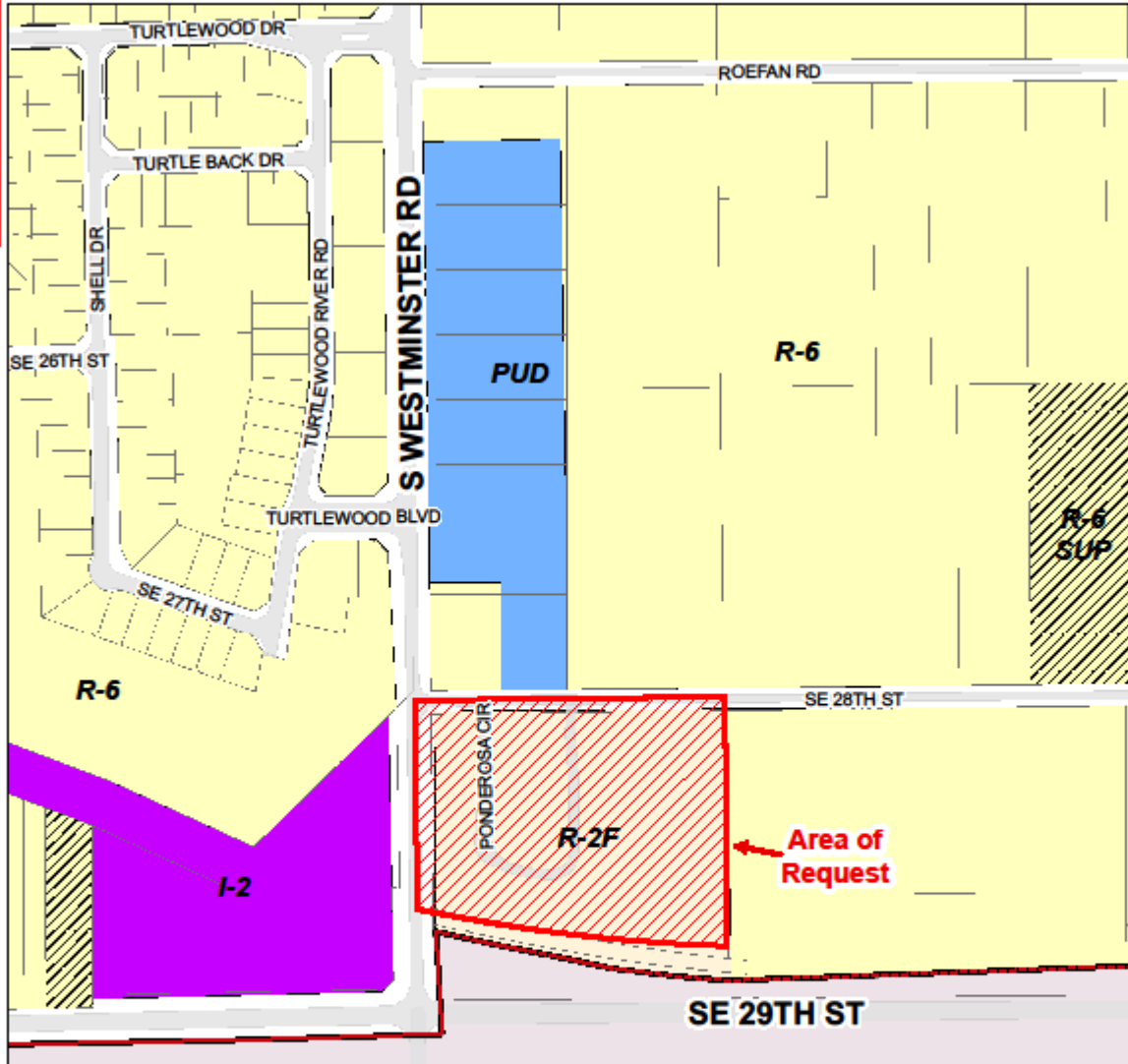
**DRAINAGE
LOCATION MAP FOR
PC-2132
(SW/4, Sec. 8, T11N, R1W)**



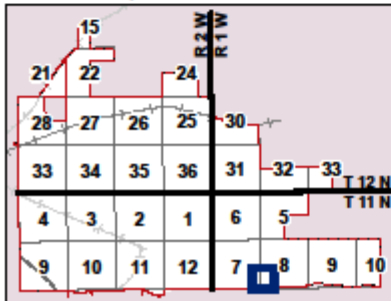
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Community Development



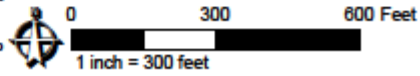
Locator Map



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 |

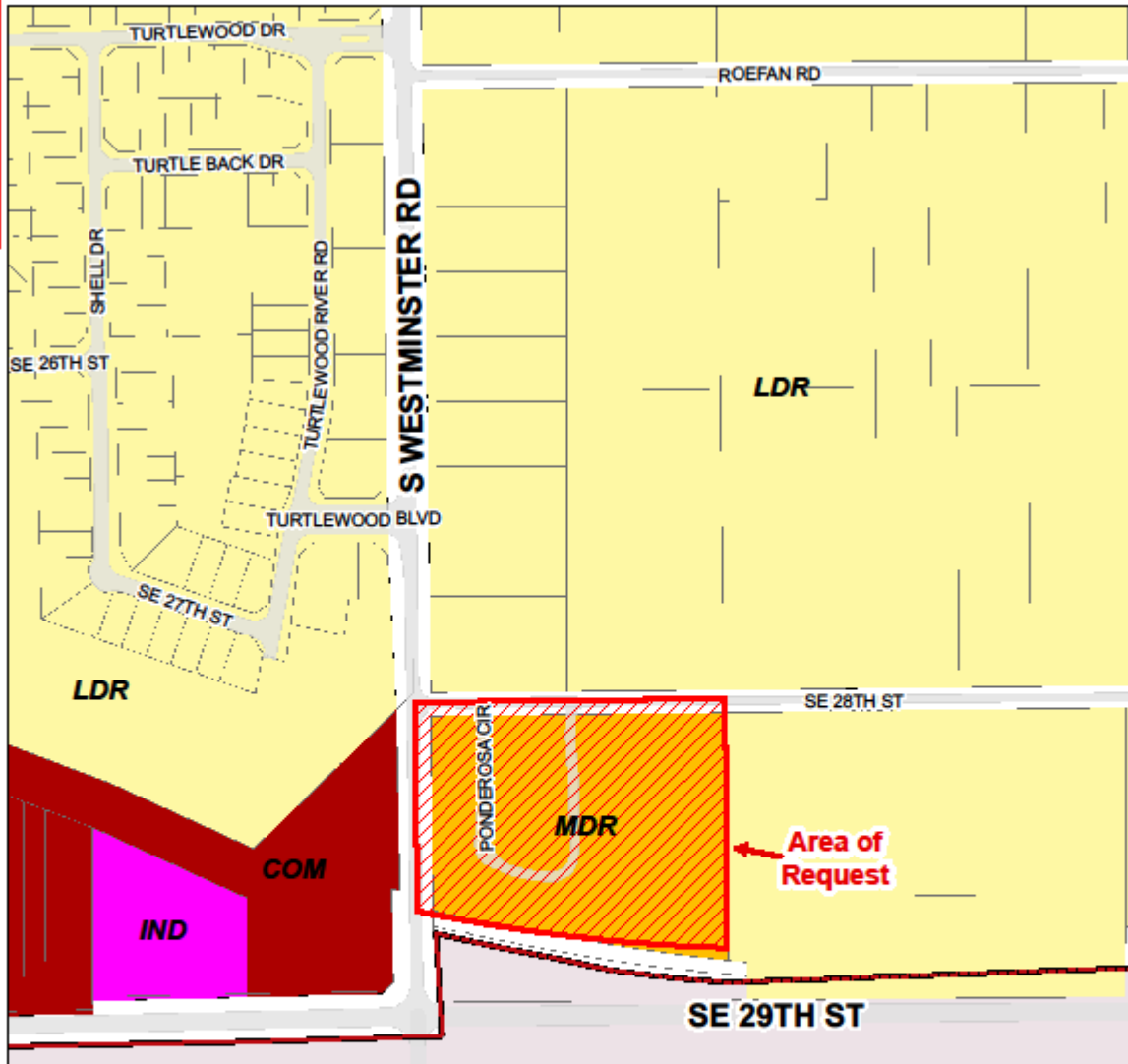
**ZONING MAP FOR
PC-2132
(SW/4, Sec. 8, T11N, R1W)**



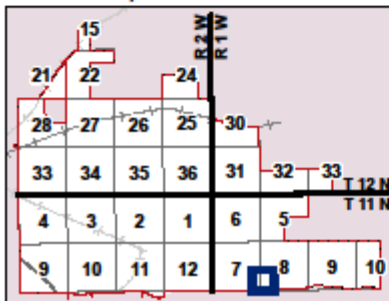
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Community Development



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-2132
(SW/4, Sec. 8, T11N, R1W)**

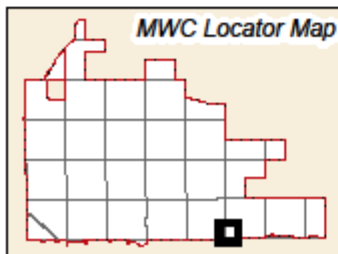
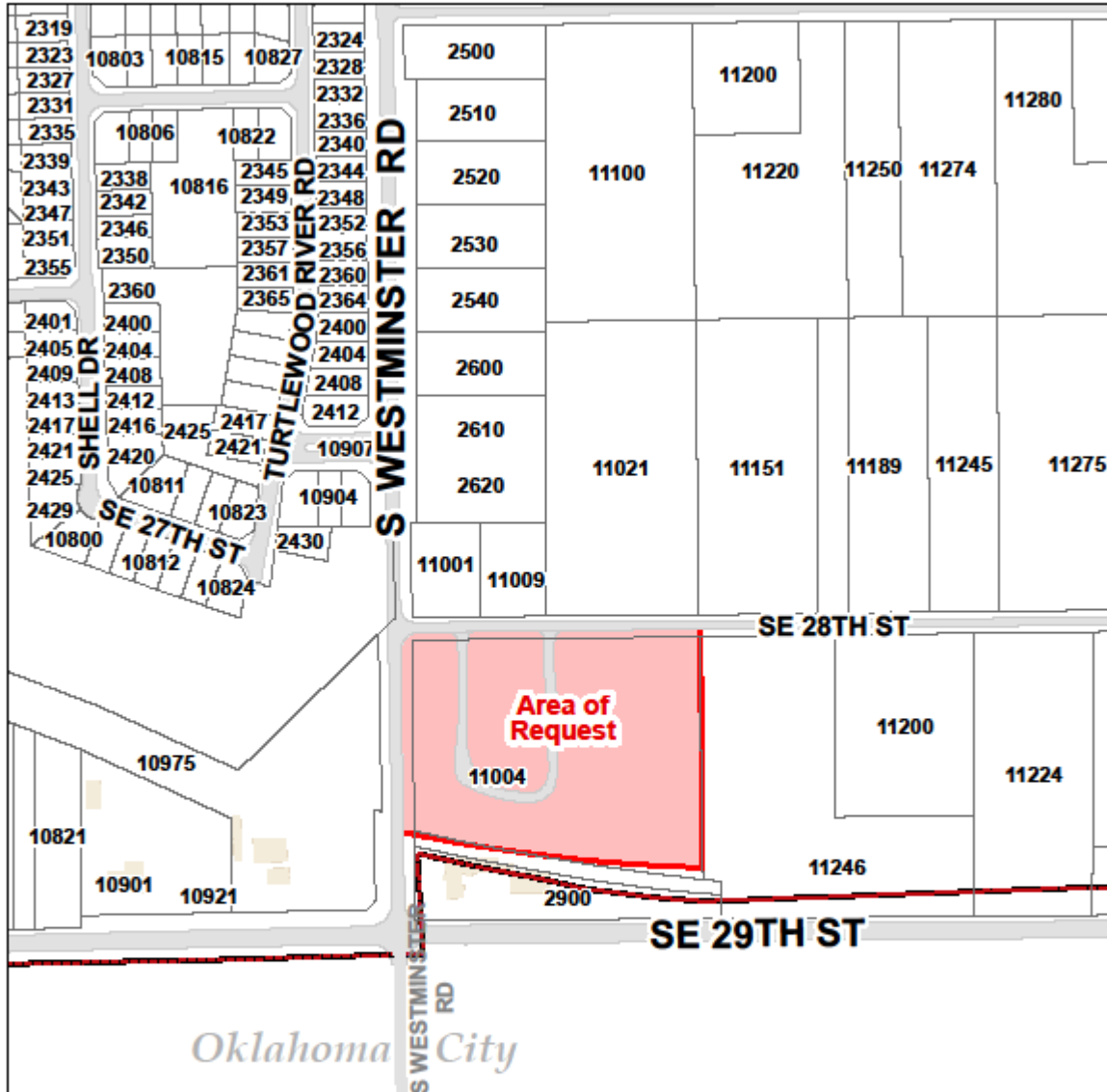
0 300 600 Feet

1 inch = 300 feet

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Information Technology &
Community Development
Departments



NOTIFICATION MAP FOR PC-2132

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Northeast corner of S.E. 28th St. and
Westminster



Southeast corner of S.E. 28th St. and
Westminster



S.E. 28th St. looking west



Northeast corner of the Curve on S.E. 28th St.



Southwest detention pond from Josie Circle



Southwest detention pond outflow



Southeast detention pond from Josie Circle



Southeast detention pond outflow

The Curve Legal Description

A tract of land situate in the Southwest Quarter (SW/4) of Section Eight (8), Township Eleven North (T11N), Range One West (R1W), of the Indian Meridian (I.M.), Midwest City, Oklahoma County, Oklahoma, said tract being more particularly described as follows:

COMMENCING at the Southwest corner of said SW/4; thence
N 00° 42' 36" W along the West line of said SW/4 a distance of 222.48 feet to the POINT OF BEGINNING;
thence continuing

N 00° 42' 36" W a distance of 442.02 feet; thence
N 89° 17' 24" E a distance of 657.20 feet; thence
S 00° 24' 21" E a distance of 528.12 feet to a point on a non-tangent curve to the right; thence
660.86 feet along the arc of said curve having a radius of 3819.83 feet, subtended by a chord of 660.04
feet which bears N 83° 12' 53" W to the POINT OF BEGINNING.

Said tract contains 324,453 Sq Ft or 7.45 Acres, more or less.

**643 INVESTMENTS, LLC
9028 S. SOONER RD
OKLAHOMA CITY OK, 73165
(405) 517-7981**

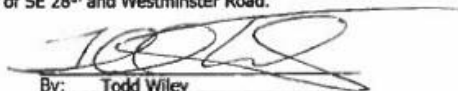
July 23, 2020

The City of Midwest City
Community Development Department
100 N. Midwest Blvd
Midwest City, OK 73110

RE: Proposed The Curve

To Whom It May Concern:

This letter will provide Crafton Tull & Associates, Inc. authorization to act as agents on our behalf in the matters of platting and planning of The Curve located in the Southwest Quarter SW/4 of Section Eight (8), Township Eleven North (T-11-N) Range One West (R-1-W), of the Indian Meridian (I.M.), Midwest City, Oklahoma County, Oklahoma. Generally located at the corner of SE 28th and Westminster Road.


By: Todd Wiley
Title: Owner

PC-2132

**City of Midwest City Oklahoma
Notice of Hearing**

Notice is hereby given to all property owners within 300 feet of the following described property that a **PUBLIC HEARING** will be held before the Planning Commission of Midwest City, Oklahoma, on **December 6th, 2022 at 6:00 p.m.**, in the City Council Chambers, located at 100 N. Midwest Blvd., to consider the following request:

Discussion and consideration of approval of The Curve Final Plat, described as a part of the Southwest Quarter (SW/4) of Section Eight (8), Township Eleven North (T11N), Range One West (R1W), of the Indian Meridian (I.M.), Midwest City, Oklahoma County, Oklahoma.

On **January 10th, 2023 at or after 6:00 p.m.**, in the City Council Chambers, the City Council of Midwest City will consider approval of the final plat.

If additional information is desired, or if you have questions concerning this matter, please contact Emily Richey (405)739-1223, in the Midwest City Community Development Department, Current Planning Division.

Dated: November 9th, 2022



Billy D. Harless
Community Development Director
City of Midwest City, Oklahoma



Additional information regarding this item will be available at www.midwestcityok.org/AgendaCenter by 5:00 p.m.
December 2nd, 2022

To: Chairman and Planning Commission
From: Billy Harless, Community Development Director
Date: January 10, 2023

Subject: (PC-2133) Discussion, consideration, and possible action to approve an ordinance to redistrict from PUD, Planned Unit Development, governed by C-4, General Commercial District, to PUD, Planned Unit Development, governed by I-1, Light Industrial District, for the property described as part of the Northeast Quarter (NE/4) of Section Eleven (11), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma located at 2113 S. Douglas Boulevard.

Executive Summary: Applicant is requesting to rezone the subject property from PUD, Planned Unit Development, governed by C-4, General Commercial District, to PUD, Planned Unit Development, governed by I-1, Light Industrial District, and the only allowed use will be that of Medical Marijuana Processor Grower. It will be a remodel of existing building. The applicant, Mr. Tom Strahorn, is proposing a hydrocarbon extraction facility. This location is currently zoned for a dispensary and grow facility. The questions of air quality concerns arose from staff regarding the filtration process of the hazardous gaseous contaminants. At the time of this writing, staff has received one email in opposition to the proposed rezone that is attached to this report. The applicant was present at Planning Commission and gave detailed information on the processing and monitoring of the proposed facility and addressed the gas/odor concerns. Planning Commission recommended approval of rezone. Action is at the discretion of the Council.



Dates of Hearing:
Planning Commission- December 6, 2022 City Council- January 10, 2023

Owner: Tom Strahorn
Applicant: Tom Strahorn, TSB, LC

Council Ward: Ward 2, Pat Byrne

Proposed Use: Hydrocarbon Extraction Facility

Size: The subject property has a frontage of 140 feet and a depth of 320 feet, and contains an area of 45,542 square feet, or 1.05 acres, more or less.

Development Proposed by Comprehensive Plan:

North- Commercial
South- Commercial
East- Office/Retail
West- Commercial

Zoning District:

North- I-2, Moderate Industrial District
South- PUD, Planned Unit Development, governed by C-3, Community Commercial District (PC-1781)
East- PUD, Planned Unit Development, governed by C-1, Restricted Commercial District
West- PUD, Planned Unit Development, governed by I-2, Moderate Industrial District (PC-1781)

Land Use:

North- Hair salon
South- Pad site
East- Office
West- Tinker Storage

Comprehensive Plan Citation:

The current zoning for this case is Planned Unit Development (PUD). According to Midwest City Zoning Ordinances, Planned Unit Development (PUD) is considered a special zoning district that facilitates economic arrangements of buildings and encourages diversity of land uses. PUD encourages innovative developments and protects the health, safety, and welfare of the community.

The Comprehensive Plan supports the development of new businesses/industries. It gives the community opportunities for employment increase and expansion of the tax base. The future land use for 2113 S. Douglas Boulevard, MWC is zoned as commercial. According to Midwest City Zoning Ordinances under Use Regulations of Land and Buildings (Section 4.9.2), Commercial zoning (C-4) is not supportive of Light Industrial District (I-1).

Municipal Code Citation:

2.25. PUD, Planned Unit Development

2.25.1. *General Provisions*

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

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

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

2.22. – I-1, Light Industrial District

2.22.1. *General Description*

This industrial district is intended to accommodate low impact industrial development. Noise, odor, dust, and glare produced should be confined within an enclosed building, as well as any manufacturing, assembly, repair or work activity.

These industrial uses may require proper accessibility to air, rail, or street transportation routes, but the size and volume of the raw materials and finished products should not be as great as that produced by uses in the moderate and heavy industrial districts.

Outdoor storage of materials or products not actively offered for sale is permitted, but will require sight proof screening.

History:

1. This area was indicated industrially zoned with the adoption of the 1968 Zoning Map.
2. A Preliminary Plat to divide this area into six (6) parcels was approved in October of 2012 (PC-1774).
3. The area of request was rezoned from I-2, Moderate Industrial District, to a PUD, Planned Unit Development, with the following tracts being governed as such: Tract A governed by C-3, Community Commercial District; Tract B governed by the I-2, Moderate Industrial District; and Tract C governed by the R-MD, Medium Density Residential in February of 2013 (PC-1781).
4. The Red Oak Development Final Plat was approved March 26, 2013 (PC-1783).
5. An amended PUD, Planned Unit Development, to be governed by C-4, General Commercial District, with special regulation to allow for marijuana grow was approved by Council in January of 2021.
6. December 6, 2022- Planning Commission recommended to approve the proposed rezone.

Staff Comments-

Engineering Staff Comments:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

There's public water mains bordering the proposed parcel, an eighteen (18) inch line running along the west side of South Douglas Boulevard. Any new building permit will require tying to the public water system as outlined in Municipal Code 48-32.

Sanitary Sewerage Collection and Disposal

There's a public sewer main bordering the proposed parcel, an eight (8) inch line running along the west side boundary. 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 South Douglas Boulevard using existing drives. South Douglas Boulevard is classified as a primary collector road in the 2008 Comprehensive Plan. Public road and sidewalk improvements are not required as part of this application.

Drainage and Flood Control, Wetlands, and Sediment Control

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

Easements and Right-of-Way

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

Fire Marshal's Comments:

No comments for rezoning. No issues found.

Planning Division:

This request will only allow for the single I-1, Light Industrial District use of Marijuana Processor Grower. No other I-1 uses would be permitted with this application.

The existing building does meet current side and rear yard setback requirements for this use. No additional parking or landscaping is required with this application.

If this application is approved, the applicant will be required to apply for a Certificate of Occupancy through the Construction and Engineering Services office. Prior to issuance of a Certificate of Occupancy, the operation must pass inspections by the Building and Fire Departments. The building must meet all current building and fire codes.

The applicant has their state licenses for grow and processing.

As of this writing, staff has received one email of protest.

Action is at the discretion of the Council

Action Required:

Approve or reject the ordinance to redistrict to PUD, Planned Unit Development, governed by I-1, Light Industrial District, for the property noted herein, subject to staff comments as found in the January 10, 2023 agenda packet and made part of PC-2133 file.

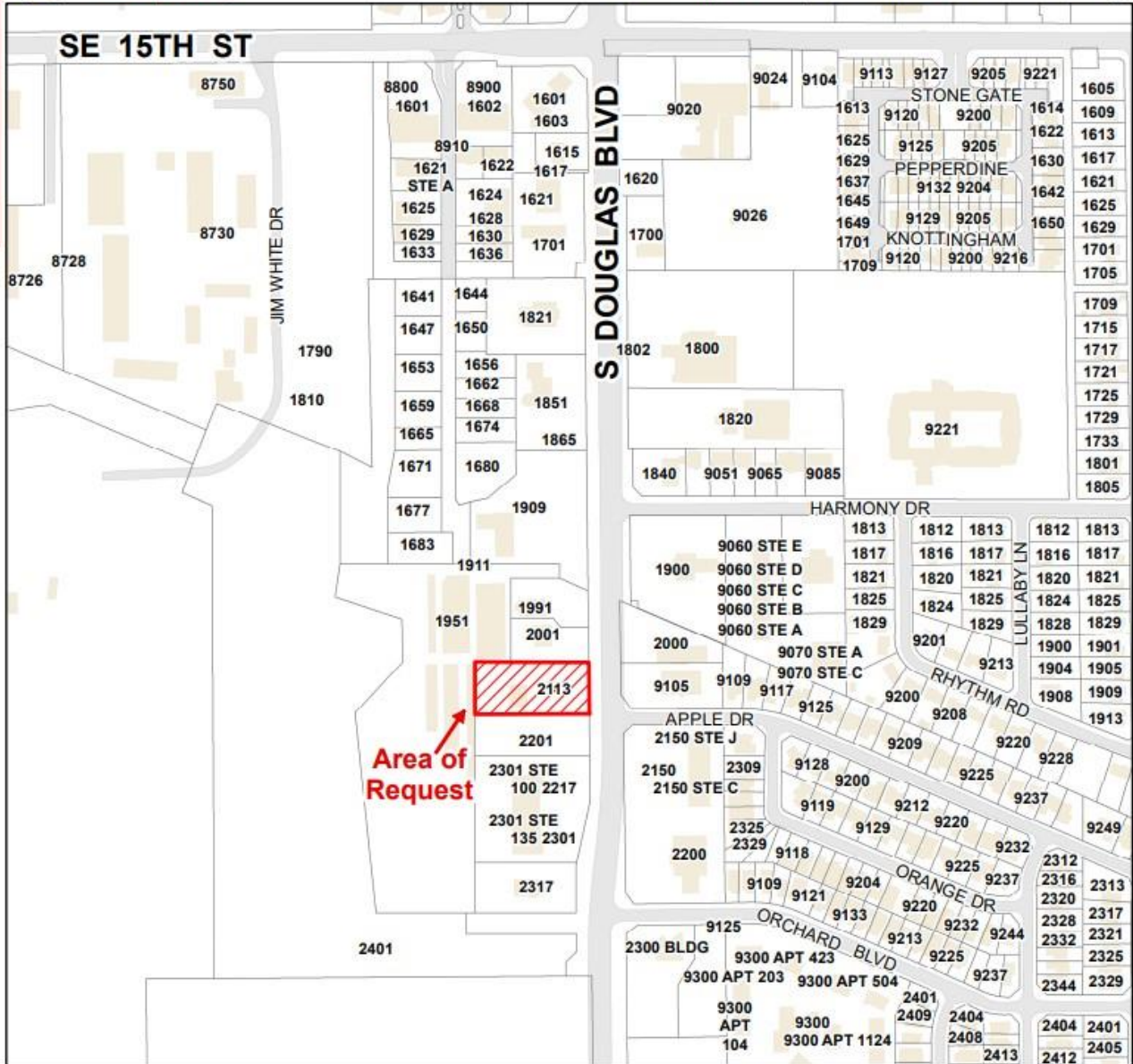


Billy Harless
Community Development Director

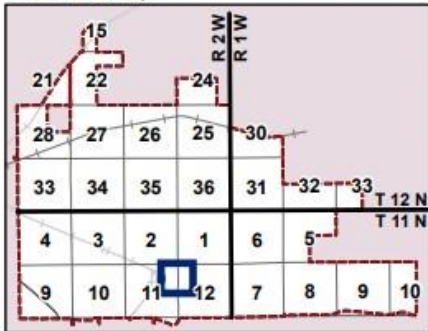
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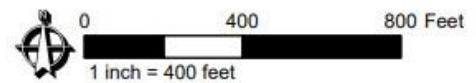
Locator Map



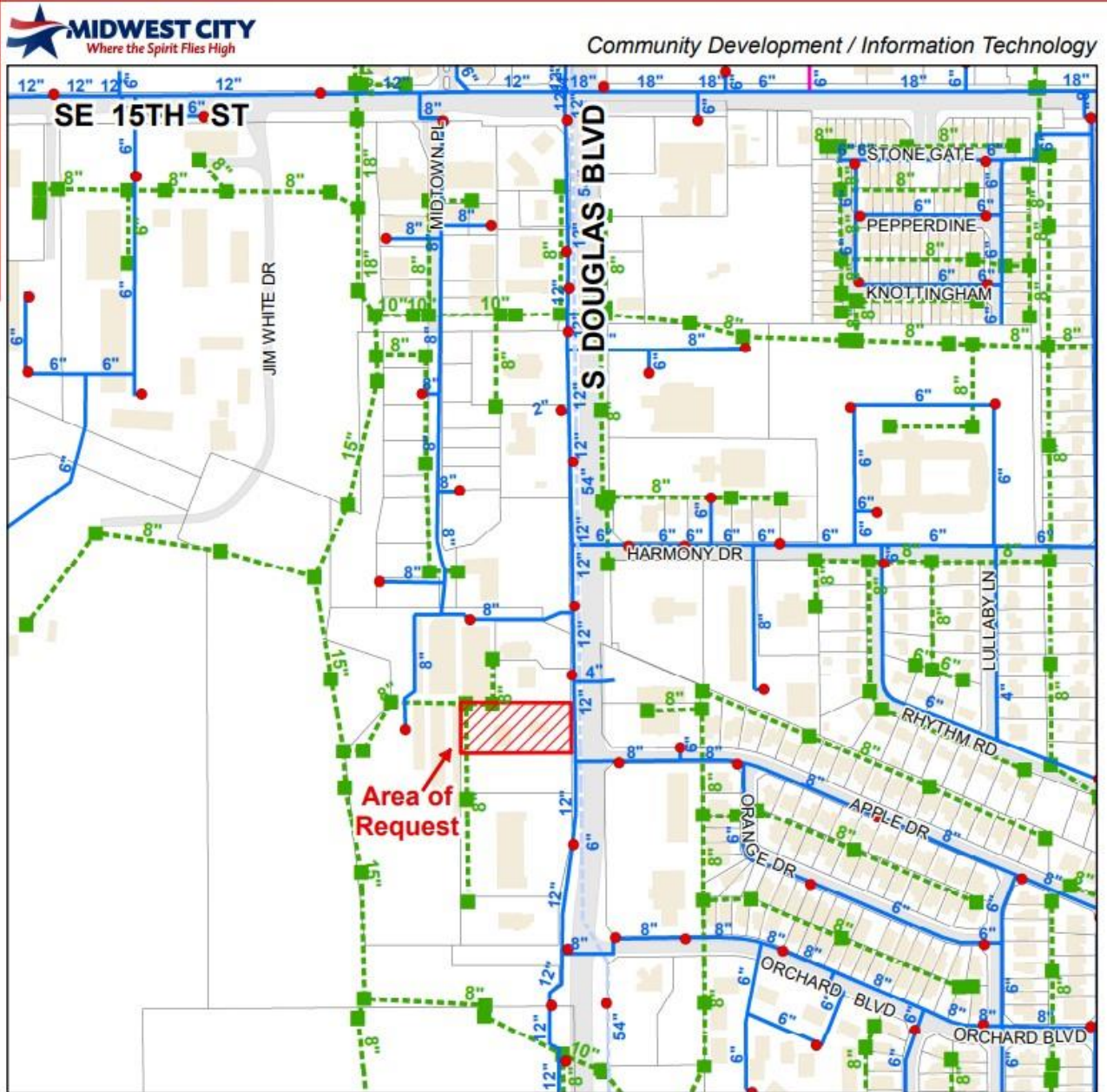
General Map Legend

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

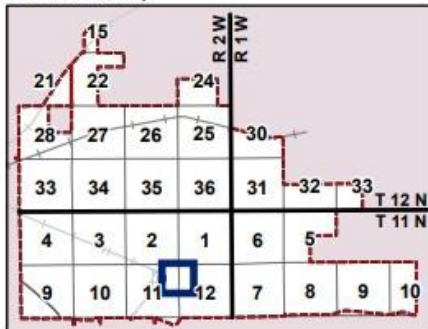
**GENERAL MAP FOR
PC-2133
(NE/4, Sec. 11, T11N, R2W)**



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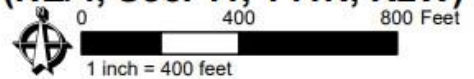
Locator Map



Water/Sewer Legend

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

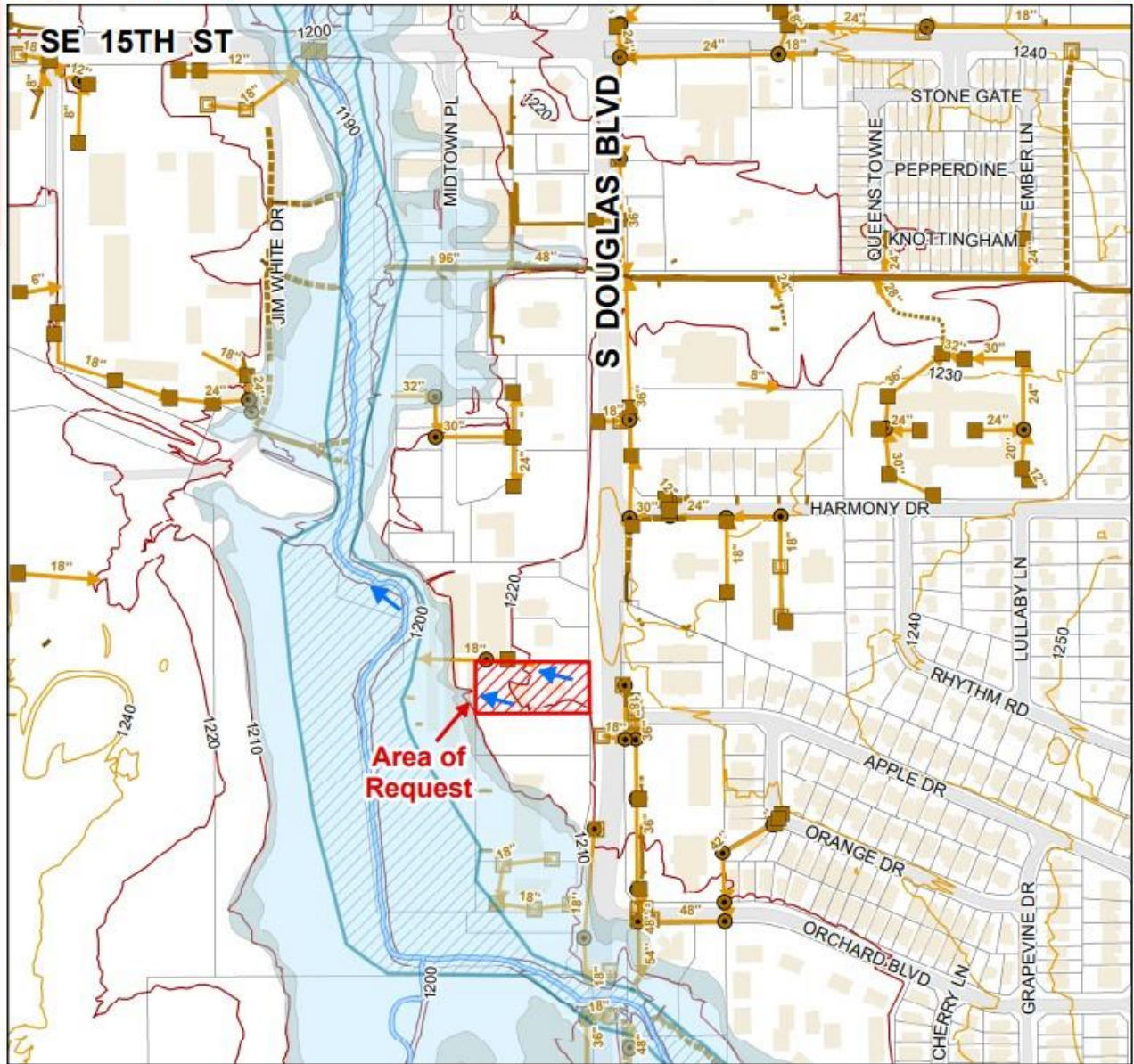
**WATER/SEWER LINE
LOCATION MAP FOR
PC-2133
(NE/4, Sec. 11, T11N, R2W)**



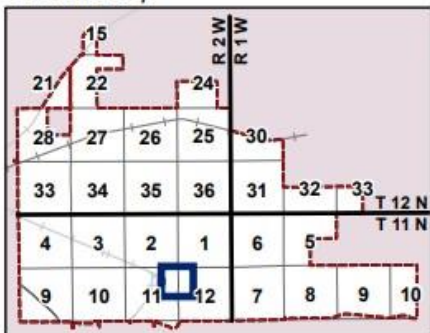
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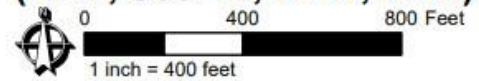
Locator Map



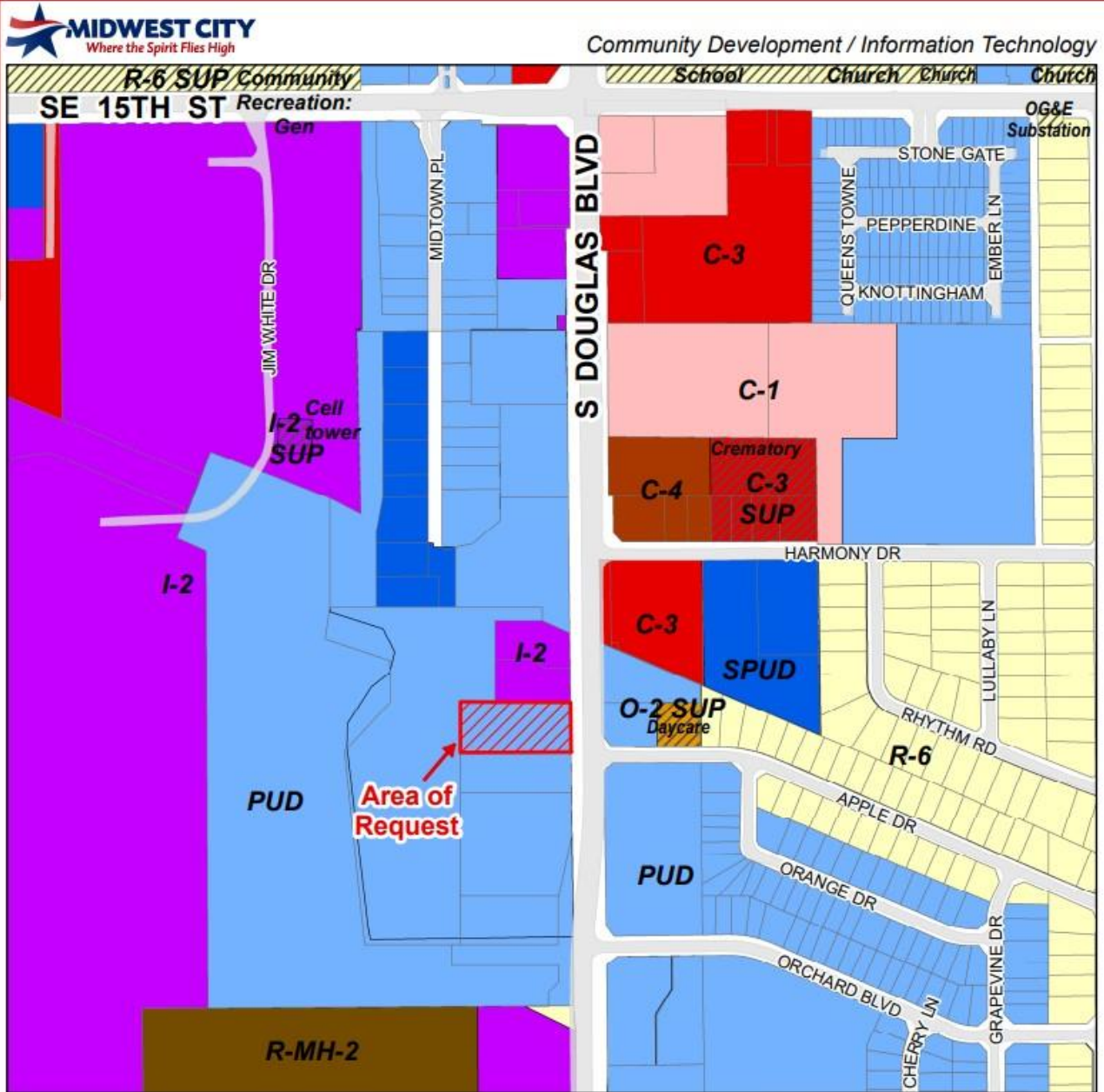
- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

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

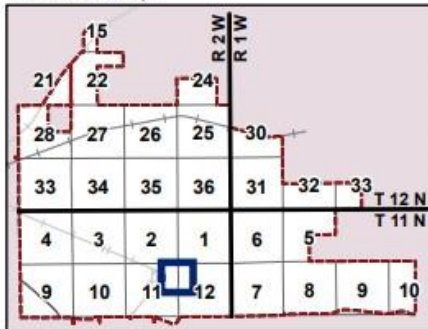
DRAINAGE LOCATION MAP FOR PC-2133 (NE/4, Sec. 11, T11N, R2W)



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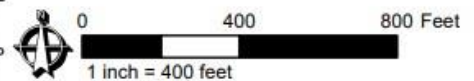
Locator Map



Current Zoning Legend

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

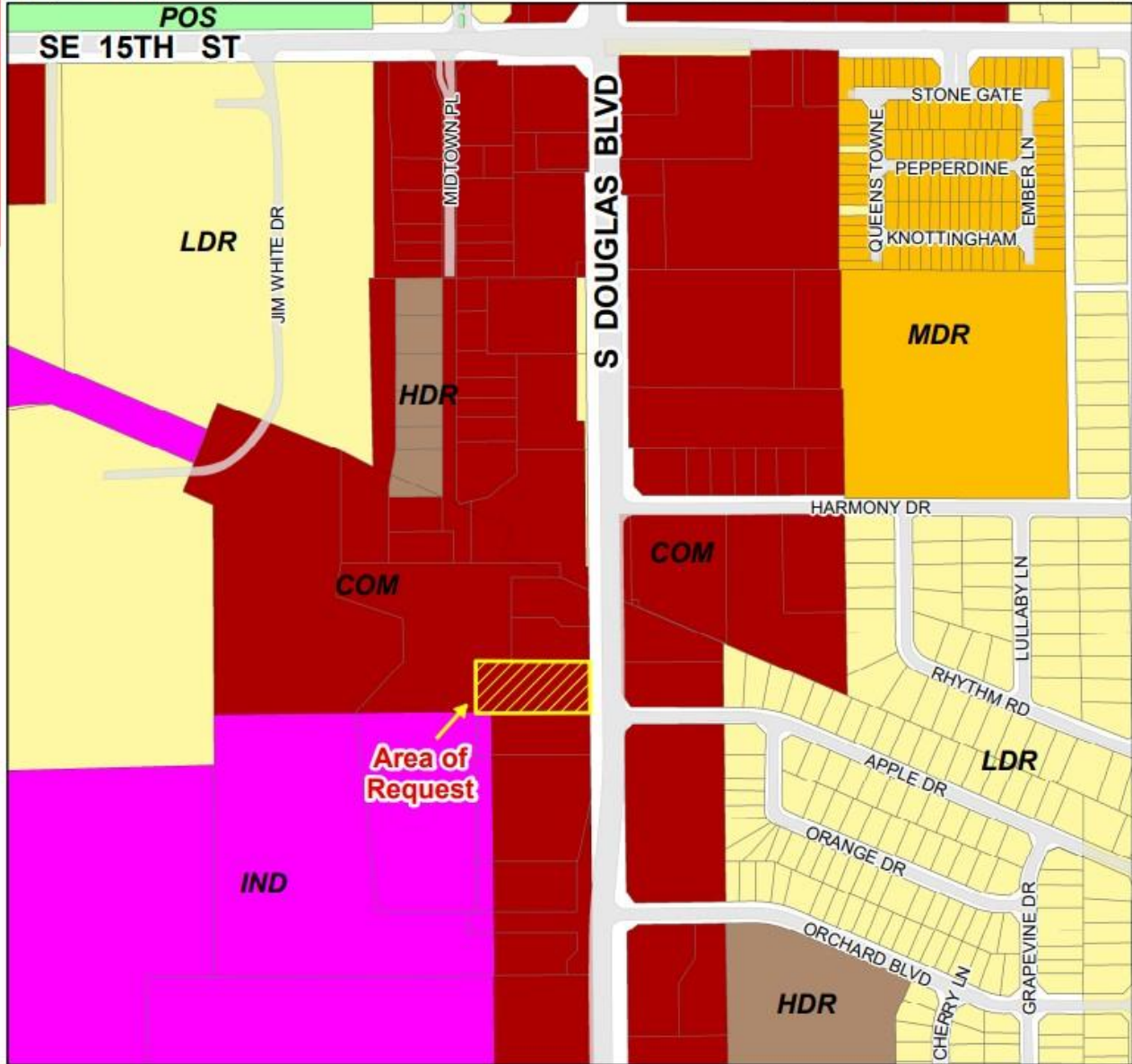
**ZONING MAP FOR
PC-2133
(NE/4, Sec. 11, T11N, R2W)**



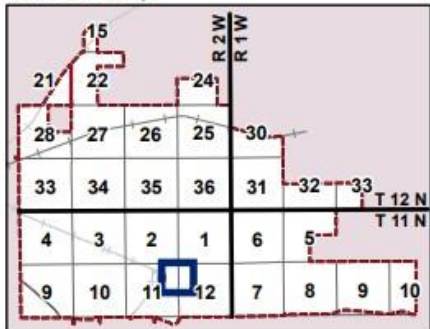
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Community Development / Information Technology



Locator Map

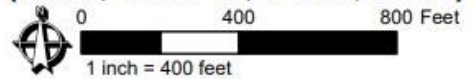


Future Land Use Legend

- 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-2133**

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



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Midwest City Fire Marshal's Office

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



Re: PC - 02133

Date: 11/21/2022

PC-02133 is requesting a rezoning for a hydrocarbon extraction facility located at 2113 S. Douglas Blvd. There are no issues noted for the address listed.

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

Respectfully,

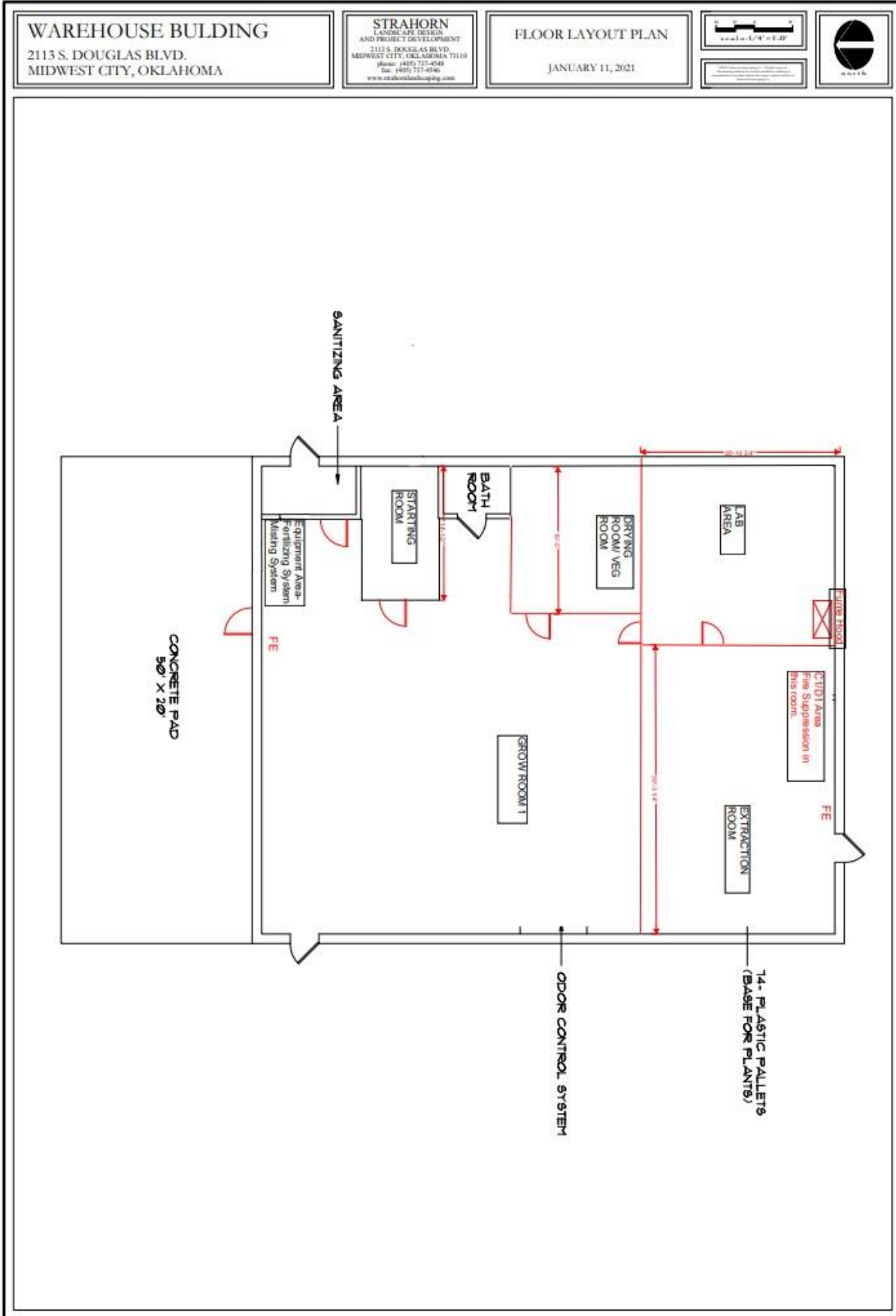
Handwritten signature of Ashley N. Duncan in black ink.

Ashley N. Duncan
Fire Prevention Officer
Midwest City Fire Department

Handwritten signature of Duane Helmberger in black ink.

Duane Helmberger
Fire Marshal
Midwest City Fire Department

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





SURVEYOR'S CERTIFICATE
May 6, 2015

This survey is made for the benefit of:

SOLDIER CREEK INVESTMENTS, LLC
TSB, L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY
SOLDIER CREEK INVESTMENTS, LLC
STEWART ABSTRACT & TITLE OF OKLAHOMA
STEWART TITLE GUARANTY COMPANY

I, Shaun Christopher Axton, a Registered Professional Land Surveyor, do hereby certify to the aforesaid parties, as of the date set forth above that I or others under my direct supervision, have made a careful survey of a tract of land described as follows:

A part of the Northeast Quarter (NE/4) of Section Eleven (11), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Lot ONE (1), Block 1, RED OAK ADDITION, an addition to the City of Midwest City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

Said tract of land contains an area of 45,541 square feet or 1.0454 acres, more or less.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items of Table A thereof. The work was completed on May 6, 2015.

Shaun Christopher Axton
Shaun Christopher Axton, P.L.S. 1494



Date 5/8/15

Notes:

- The bearing of South 00°00'00" East as shown on the East line of Section 11 was used as the basis of bearing for this survey.
- This map or plat and the survey on which it is based were made in accordance with the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors, and the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM, and NSPS in 2011 and meets the positional tolerance requirements of an Urban Survey, as defined therein, and includes Items 1, 3, 4, 7(a), 8, 9, and 11 in Table A contained therein.

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13. Airport Zoning contains a blanket described therein.
14. Airport Zoning blanket type descrip therein.
15. Easement in fc affect subject proje
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18. Channel Chang re-recorded at Boo
19. Rules and Regt 1947 at Book 906, inasmuch as it is a
20. Right of Way C (entry 94); Partial f
21. Easement in fc affect subject proje
22. Easement in fc affect subject proje
23. Cathodic Prote 571, does not affec
24. Easement in fc therefore could not
25. Easement in fc affect subject proje
26. Easement in fc does not affect sub
27. Oklahoma Note Book 4840, Page 6C therein.
28. Channel Easem not affect subject p
29. Easement in fc affect subject proje
30. Right of Way G does not affect sub.
31. Grant of Permc 1359, does not offer
32. Easement in fa affects subject prop
33. Journal Entry e CJ-2009-1070, was

Lot 1
ALT

Certific

Project No: 271
Drawn By: MW
DWG File: 271



Hazardous Area Design

For

TEMPLATE/ NOT FOR CONSTRUCTION

Prepared By
Christopher Ezell, PE
Graceson Engineering, LLC

| Date | Name | Cause |
|-----------|-------|----------------|
| 7/22/2022 | Ezell | Initial Review |
| 7/25/2022 | Ezell | Issued |
| | | |
| | | |
| | | |
| | | |
| | | |

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Overview

This report contains a hazardous area design ("C1D1 Room") that is based on the requirements of NFPA/NEC 70, NFPA 58, IBC, and IFC. This design is to contain equipment for the purpose of extraction of cannabis materials. From a design basis, the main driver of the ventilation design is the volume of the material column. In most cases this volume drives the maximum volume of hydrocarbons that can be emitted at one time.

Location of Facility

A Plus Extract, LLC
13737 NW 5th St.
OKC, OK

The booth is 14FT x 28FT x 10FT.

The HVAC system is designed to have one outside (fresh air) air supply always running (blower 1) with a second supply (blower 2) engaging on an increased level of gaseous contaminants. It is recommended to condition the air supply with blower 1 for operator comfort, but it is required to keep the internal temperature of the room below the design parameters of 90F. This is not expected to occur or to be an issue.

General Notes

- 1) All relief valves shall be routed outdoors. This may not include small thermal pop-off reliefs, but such exception shall be specifically called out.
- 2) Relief valves shall be vented to a safe location per NFPA 58. This means the open end of the tailpipe shall be in a location that is not within 5 feet of an ignition point or near an air inlet.
- 3) Oklahoma requires the booth lights, sensors, and blowers to operate with an emergency backup generator.
- 4) All rooms with butane, pentane, or regulated gasses shall have a gas detection per 2018 IFC 916
- 5) This booth design follows the light-weight construction guidelines of NFPA 58, but we included a blow-out vent path through the roof of the room. Given the proximity of personnel associated with this process, it was deemed worthwhile to provide an overpressure escape path.
- 6) The internal surfaces of the C1D1 room shall be coated with a vapor tight coating, this includes the vent path. This coating meets the requirements to declassify the adjacent area around the booth. This does not account for the door or any penetrations, which are shown on the electrical classification drawings to extend past the room's boundaries.
- 7) Ventilation blowers shall be of an approved explosion proof design, and the ducting shall be sealed to prevent the escape of hazardous gasses.
- 8) Commissioning verification is required to verify the room has adequate ventilation and that the control system properly exhausts hazardous gasses.
- 9) Follow the manufacturers guidelines for the maintenance and calibration schedules for the sensors, system, and controls.

Operations Design

Max Butane Volume: 300 lbs
Cooling: Refrigerated Liquid

This system is a butane/propane solvent cannabis extraction plant. Below is an overview of the process.

1. Butane is loaded into the recovery tank. This tank determines the maximum fill capacity for the unit, and is where all solvent will be stored when not in operation.
2. All portions of the unit other than the material columns and main recovery tank are drawn to a vacuum.
3. The solvent tank is refrigerated to a cold temperature using an explosion proof liquid pump and a heat exchanger which is piped to a chiller.
4. The jackets surrounding the material columns are chilled with circulating chilled fluid supplied by another chiller.
5. At this time, the material columns have no biomass inside them, and they should be valved off and isolated from the rest of the unit. The lid on top of the material column is opened, and a filter bag stuffed with cannabis biomass is loaded into the column, then the lid is replaced.
6. The material column is drawn to a vacuum, and while jackets are maintained at low temperature with circulating chilled fluid.
7. The liquid pump is used to transfer cold butane into the columns.
8. Butane is allowed to soak for 15 minutes before being drained.
9. Nitrogen pressure may be applied as needed to assist drainage from the material columns.
10. Butane is boiled off in the primary evaporation chamber until approximately 80% of the solvent has been recovered.
11. Once 80% of the solvent has been recovered, the butane-extract solution is transferred to a smaller evaporation chamber (called a "honeypot") for the remainder of recovery, and final collection of extract.
12. Once liquid solvent has been fully drained from material columns, these are isolated from the rest of the system and the solvent is recovered out of them via the vapor recovery pump.
13. The recovered solvent is transferred via vapor recovery pump into heat exchangers which condense the solvent back into liquid form.
14. The liquid solvent then drains back into the recovery tank.
15. Once solvent has been sufficiently recovered from material tubes, they may be safely opened, and biomass can be removed for proper disposal.
16. New biomass can be loaded, new solvent may be loaded if necessary, and the process is repeated.

The below values are typical operational ranges. Actual temperatures may vary. This report is for the hazardous area design, and shall not constitute a peer review or a technical report for the equipment.

Ambient Temperature: 0F to 120F
Ambient Pressure: 14.65 psia
Solvent: Butane
Cooling: Mechanical Chilling
Heating: Hot Water
Process Conditions: -40F to 120F
5 PSIA - 250 PSIG
Butane Volume: < 300 lbs (2018 Liquified Flammable Gas Limit, per control area, with exhausted room)

This system uses a blend of n-Butane and Propane as a solvent to dissolve oils from cannabis materials. N-Butane will be referred to as "Butane" through this paper, propane will be referred to as Propane. The mix of propane and n-Butane will be referred to as the "Solvent".

Hazardous Materials Analysis

n-Butane (Data from SDS)

| | |
|-------------------------|--------------------------------|
| Chemical Formula: | C ₄ H ₁₀ |
| Boiling Point: | 31.1°F |
| Flash Point: | -76°F – Closed Cup |
| LEL: | 1.8% |
| HEL: | 8.4% |
| MW: | 58.14 |
| NFPA health rating: | 1 |
| NFPA fire rating: | 4 |
| NFPA reactivity rating: | 0 |
| OSHA PEL (8 HR): | 800 ppm |
| n-Butane Density: | 4.868 lbs/gal @60°F (EPA) |

- n-Butane is not a flammable liquid, per IFC 202, as the definition of flammable liquids excludes compressed gasses.
- IFC 202-Flammable Liquids: "The category of flammable liquids does not include compressed gases or cryogenic fluids.
- "A compressed gas, per IFC 202 is: "A material, or mixture of materials that:
Is a gas at 68°F (20°C) or less at 14.7 psia (101 kPa) of pressure; and has a boiling point of 68°F (20°C) or less at 14.7 psia (101 kPa) which is either liquefied, nonliquefied or in solution, except those gases which have no other health- or physical-hazard properties are not considered to be compressed until the pressure in the packaging exceeds 41 psia (282 kPa) at 68°F (20°C)."

Propane (Data from SDS)

| | |
|----------------------------------|---|
| Chemical Formula: | C ₃ H ₈ |
| Flash Point: | -156°F (gas) (USCG, 1999) |
| Lower Explosive Limit (LEL): | 2.1 % (USCG, 1999) |
| Upper Explosive Limit (UEL): | 9.5 % (USCG, 1999) |
| Autoignition Temperature: | 842°F (USCG, 1999) |
| Melting Point: | -305.9°F (USCG, 1999) |
| Vapor Pressure: | 9823 mmHg (USCG, 1999) |
| Vapor Density (Relative to Air): | 1.5 (USCG, 1999) |
| Specific Gravity: | 0.59 at -58°F (USCG, 1999) |
| Boiling Point: | -43.8°F at 760 mmHg (USCG, 1999) |
| Molecular Weight: | 44.09 (USCG, 1999) |
| Water Solubility: | 0.01 % (NIOSH, 2022) |
| Ionization Energy/Potential: | 11.07 eV (NIOSH, 2022) |
| IDLH: | 2100 ppm ; Based on 10% of the lower explosive limit. (NIOSH, 2022) |

Maximum allowable quantity- Code Map for International Fire Code (2018)

n-Butane and Propane are both Flammable Liquefied Gases. The maximum allowable quantity is 300 pounds. 150 pounds plus 100% for an exhausted enclosure in a closed loop system.

Flammable Liquefied Gas

Table 5003.1.1(1) Maximum Allowable quantity - 150^{d, e} pounds

- Maximum allowable quantities shall be increased 100 percent in buildings equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1. Where Note e applies, the increase for both notes shall be applied accumulatively.
- Maximum allowable quantities shall be increased 100 percent where stored in approved storage cabinets, day boxes, gas cabinets, gas rooms, exhausted enclosures or in listed safety cans in accordance with Section 5003.9.10. Where Note d applies, the increase for both notes shall be applied accumulatively.

All rooms with Solvent shall be labeled with door placards, a no smoking sign, and posting for electrically classified areas.





1. Preparer of record of the Report.

| | | |
|----------------------|--|----------|
| Christopher Ezell | TX#86761 | OK#32486 |
| Graceson Engineering | TX#21844 | OK#8801 |
| Phone Number | 918-786-0999 | |
| Email Address | chris.ezell@gracesons.com | |

1.1 Date and signature of registered design professional of record performing the design or peer review.

X

Christopher Ezell, PE
Engineer

X

Jonathan Strahorn
Peer Review, Code Analysis



2. Design of Ventilation System

Assumptions:

- 1) Room is 14FT X 28FT X 10FT
- 2) Fire Case (Driving Case) Relief Valves are routed outdoors, making operations the driving case for vapor generation.
- 3) Ventilation is based on the vaporization of n-Butane from a solvent laden material sock. This sock is assumed to be the maximum volume of a material column, which is 6-inch X 48-inch.
- 4) To maximize the vaporization rate, an ambient temperature of 90F is assumed.

3. Leak Rate Determination

6-INCH X 48-INCH SOCK OF BUTANE SOAKED MATERIAL

$$\text{SURFACE AREA} = \pi d + 2\pi r^2$$

Surface area = 6.7 ft²

Volume = 0.79 ft³ = 5.87 gal

Air convective heat transfer coefficient = 100 btu/ft²/R

Room Temp = 90F

Fluid Temp = 30.2 (boiling point of butane)

Heat = Surface Area * ΔT * k

Heat = 37573 btu/hr

Latent heat of vaporization for n-Butane = 165.6 btu/lb

Mass rate = Heat / Latent heat of vaporization = 226.9 lb/hr = 3.8 lb/min

Convert to mol for concentrations

Butane Molar Flow Rate = 3.8lb/min/58.12lb/lbmol = 0.065 lbmol/min

Butane LEL = 1.7% X 20% of LEL = 1.7%/5 = .340%

Airflow Required = 0.065/0.0034 = 19 lbmol air / min -> 19*379.3 = 7259 scfm air

Method 2 (NFPA 58)

1 CFM per SQFT = 14*28 = 392 cfm (This is not enough)

Method 3 (API 500 6.3.2.4.2)

Volume of Room 14*28*10 = 3920 ft³

6 air exchanges/hour = 392 cfm (this is not enough)



CO2 Vaporization

50000 btu/hr estimated
246 btu/lb Latent Heat of Vaporization of Dry Ice
203.3 lbs/hr Max Dry Ice released
3.4 lb/min Max Dry Ice released
0.1 lbmol/min Max Dry Ice released

5000 ppm Max OSHA 8-hr CO2 Level
0.005 percent Max OSHA 8-hr CO2 Level
15.4 lbmol/min air Airflow Required

5526.7 scfm air Required Air Flow

Paint Booth Comparison

75 to 125 linear feet per minute

10FT*14FT*75FT/Min = 10,500 cuft/min
10FT*14FT*100FT/Min = 14,000 cuft/min
10FT*14FT*125FT/Min = 17,500 cuft/min

This hazardous room design is not a paint booth. Flammable materials are not being aerosolized during the process. This design information is included for reference purposes only. The cannabis industry has utilized paint booth designs for extraction booth.

Recommend Air flow Rate

For this this hazardous area it is recommended to have 10,000 scfm of airflow to adequately ventilate this space. This is assuming airflow into the 14-foot wall, and out the opposite 14 ft wall. This equates to a 71.42 linear foot per minute rate.



4. Sensors and Controls

| Cause and Effects | | | | | |
|-------------------|-------|----------------|-----------|---------------|----------------|
| Instrument | Units | Alarm Setpoint | Blower 1 | Blower 2 | Alarm / Lights |
| LEL Detector | % | 18.0 | Always On | On with Alarm | On with Alarm |
| CO2 Detector | ppm | 3000 | Always On | On with Alarm | On with Alarm |
| | | | | | |

Sensor:

LEL Detector

Manufacturer: RKI

Model: 65-2649RK-HC

Classification: Class 1 Div 1

Temperature: -40F to 122F

Resolution: 1.0%

Accuracy: 2.0% of Scale

Scale: 0-100%

CO2 Detector

Manufacturer: RKI

Model: 65-2661RK-02

Classification: Class 1 Div 1

Temperature: -40F to 122F

Resolution: 20 ppm

Accuracy: 2% of Scale

Scale: 0-5000 ppm





5. HVAC Sizing

The tonnage of HVAC to cool air in the booth is based on:

| | |
|---|------|
| Temperature of the room around the C1D1 room: | 75F |
| Temperature of the air in the C1D1: | 80F |
| Temperature of the air being pulled from outside: | 100F |
| Humidity of the air being pulled from outside: | 60% |

| | |
|-------------------------|---|
| Outside Air Inlet Temp: | 100F |
| Outside Air Humidity: | 60% |
| Outlet Air Temp: | 80.2F |
| Airflow: | 5173 cfm |
| BTU Calculated: | 121800 btu/hr |
| | 10 Tons of Cooling |
| | 1 Ton of Cooling Capacity = 12,000 btu/hr |

| | |
|----------------------|---------------------------------------|
| Blower (recommended) | |
| Manufacturer: | Dayton |
| Model: | 7C114 |
| Voltage: | 230/460 60Hz |
| HP: | 5HP |
| Rating: | Hazardous Locations / Spark Resistant |

6. Lighting

All lighting in the room shall be rated for hazardous area operations in a class 1 division 1 area. The following manufacturers are recommended, but any equivalent is permitted.

| | |
|---------|--------------------|
| Eaton: | HLL-4-5L-D-EM1 |
| Larson: | EPL-48-2L-LED-D-V2 |

7. Electrical Connections / Outlets / Plugs

There are no outlets or electrical connection in the room.



References

API RP 500
IFC 2018
NFPA/NEC 70
NFPA 58

3.1.5.4 Class I Material Groups

For the purpose of testing, approval, and area classification, various air mixtures (not oxygen enriched) are subdivided into Groups A, B, C, or D for Class I, Division 1 and Class I, Division 2 locations.

Group D—Atmospheres containing butane, gasoline, hexane, methane, natural gas, propane, and many other hydrocarbon gases and vapors encountered in oil and gas production, refining and pipeline operations. Refer to Section 5.5, NEC Article 500.6(A)(4), and NFPA 497:3.3 for a more complete definition.

5.3 Flammable Highly Volatile Liquids

5.3.1 Highly volatile liquids (HVLs) include liquids such as butane, ethane, ethylene, propane, propylene, liquefied natural gas, natural gas liquids, and similar mixtures. Vapor pressures of these liquids exceed 276 kilopascals (40 psia) at 37.8 °C (100 °F).

5.3.2 Highly volatile liquids vaporize at low temperatures (have low flash points). When released to the atmosphere, these liquids vaporize—creating large volumes of cooled gases whose densities exceed that of air. HVLs should be treated very conservatively in considering the extent of the area affected, especially when released at or near ground level. Under such conditions, the heavy gases can travel along the ground for great distances if air currents do not assist dispersion. When HVLs are released at higher elevations, or are directed upward at substantial velocity, diffusion and dilution of the upper-air mixture are faster, and the distance from the point of release where LFL concentrations are present is less.

6.3.2 Adequate Ventilation

6.3.2.1 Adequate ventilation is defined as ventilation (natural or artificial) that is sufficient to prevent the accumulation of significant quantities of vapor-air or gas-air mixtures in concentration above 25 % of their lower flammable (explosive) limit, LFL (LEL).

6.3.2.2 The source of air used for ventilation should not be from an area classified as Division 1. The preferred source of air should be from an unclassified area. Air from a Division 2 area may be used to reduce the classification of a space to Division 2 that would otherwise be Division 1.

6.3.2.3 In determining adequate ventilation, the gas or vapor concentration can be considered to be homogeneous, although it is recognized that there may be small “pockets” of higher concentrations near sources of release.

6.3.2.4 Methods of achieving adequate ventilation:

6.3.2.4.1 Several methods of achieving adequate ventilation are listed below. The list is not intended to be all-inclusive. Any method utilized is required to satisfy both a) and b) below, as applicable.

- a) for flammable liquids with heavier-than-air vapors, ventilation must be arranged to ventilate all areas (particularly floor areas) where flammable vapors might collect (see 7.2.2);
- b) for lighter-than-air gases, roof or wall openings must be arranged to ventilate all areas (particularly ceiling areas) where gases might collect.



6.3.2.4.2 Enclosed areas (rooms, buildings, or spaces) that are provided with at least six (6) air changes per hour, can be considered as adequately ventilated. This ventilation rate can be accomplished by either natural or mechanical means.

6.3.2.4.3 Recirculation of inside air is permitted if:

- a) the recirculated air is monitored continuously with a gas detection system meeting the requirements of 6.5.2 a) through 6.5.2 h), and,
- b) the gas detection system is designed to automatically modify recirculation, introduce additional outside air, provide an alarm (audible or visual, or both, as most appropriate for the area), and provide exhaust (at a minimum rate as described in 6.3.2.4.2) to the outside if vapor-air mixtures in concentration over 20 % of their lower flammable limit (LFL) are detected.

NOTE Sufficient dilution air must be added to the space in question to ensure that the concentration of flammable gas or vapor is maintained below 25 % of the lower flammable limit (LFL) for all but abnormal conditions.

The gas detectors should be calibrated at a frequency in accordance with the manufacturer's recommendations, but at least once every three months. Calibration should be performed by actual exposure of the sensor to a known mixture (nominal 50 % LFL recommended) of diluent and methane, or other gas anticipated, in accordance with the manufacturer's recommendations.

Sensing a gas concentration of 20 % LFL and above should activate a local alarm (audible or visual, or both, as most appropriate for the location).

Sensing a gas concentration of 40 % LFL has different requirements for applications of 6.5.1a) or 6.5.1.b) as follows: For applications of 6.5.1 a) where all equipment is required to be suitable for Division 2, sensing a gas concentration of 40 % LFL (maximum) or a gas detector system malfunction should activate an alarm (audible or visual, or both, as most appropriate for the area)

For applications of 6.5.1 b), sensing a gas concentration of 40 % LFL (maximum) or a gas detector system malfunction should both activate an alarm (audible or visual, or both, as most appropriate for the area).and initiate automatic disconnection of power from all electrical devices in the area that are not suitable for Division 2.

NFPA 58

10.2.1 Construction of Structures or Buildings.

Walls or roofs of heavy construction, such as solid brick masonry, concrete block, or reinforced concrete construction, shall be provided with explosion venting windows that have an explosion venting area of at least 1 ft² (0.1 m²) for each 50 ft³ (1.4 m³) of the enclosed volume.

10.2.2 Structure or Building Ventilation.

The structure shall be ventilated using air inlets and outlets, the bottom of which shall be not more than 6 in. (150 mm) above the floor, and ventilation shall be provided in accordance with the following:

- 1) Where mechanical ventilation is used, the rate of air circulation shall be at least 1 ft³/min-ft² (0.3 m³/min-m²) of floor area.
- 2) Outlets shall discharge at least 5 ft (1.5 m) from any opening into the structure or any other structure.



- 3) Where natural ventilation is used, each exterior wall shall be provided with one opening for each 20 ft (6.1 m) of length.
- 4) Each opening shall have a minimum size of 50 in.² (32,250 mm²), and the total of all openings shall be at least 1 in.²/ft² (6900 mm²/m²) of floor area.

10.2.3 Structure or Building Heating. Heating shall be by steam or hot water radiation or other heating transfer medium, with the heat source located outside of the building or structure (see Section 6.25), or by electrical appliances listed for Class I, Group D, Division 2 locations in accordance with NFPA 70.

10.3.2 Construction of Rooms Within Structures.

The principle and requirements for construction of rooms within structures are similar to those for the construction of attached structure. The following reasons apply to the limitation to the first floor location (with no basement):

- 1) There is no possibility of gas migration to a lower floor.
- 2) No lower floor can be affected in case of a gas releasing, igniting, and causing a fire or explosion.
- 3) Emergency responders have direct access.
- 4) Any cylinders brought into or out of the room do not have to be lifted to a higher floor, which
- 5) limits possible physical damage to the cylinders.

10.3.2.1 Rooms within structures shall be spaces where more than 50 percent of the perimeter of the space enclosed is comprised of common walls.

10.3.2.2 Rooms within structures shall be located in the first story and shall have at least one exterior wall with unobstructed free vents for freely relieving explosion pressures.

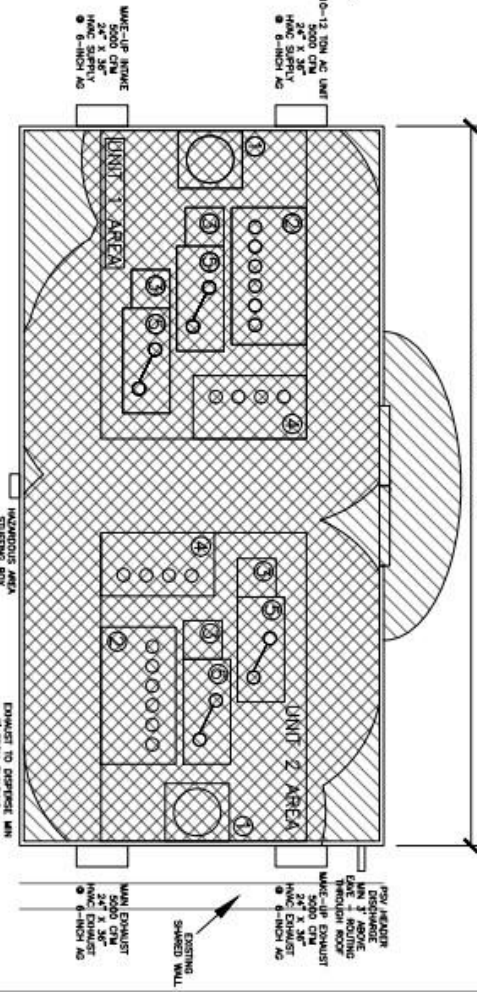
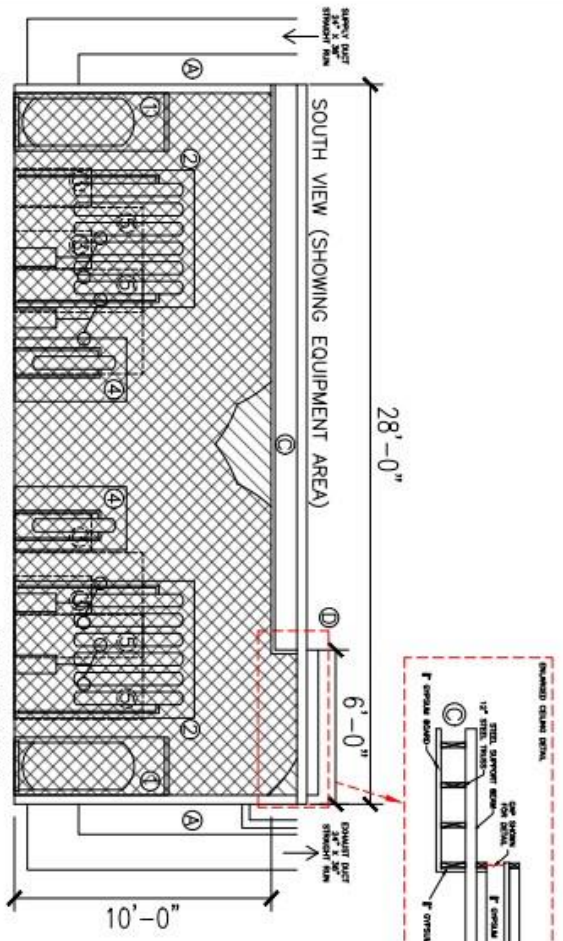
10.3.2.3 Walls, floors, ceilings, or roofs of the rooms shall be constructed of noncombustible materials.

10.3.2.4 Exterior walls and ceilings shall be of lightweight material designed for explosion venting.

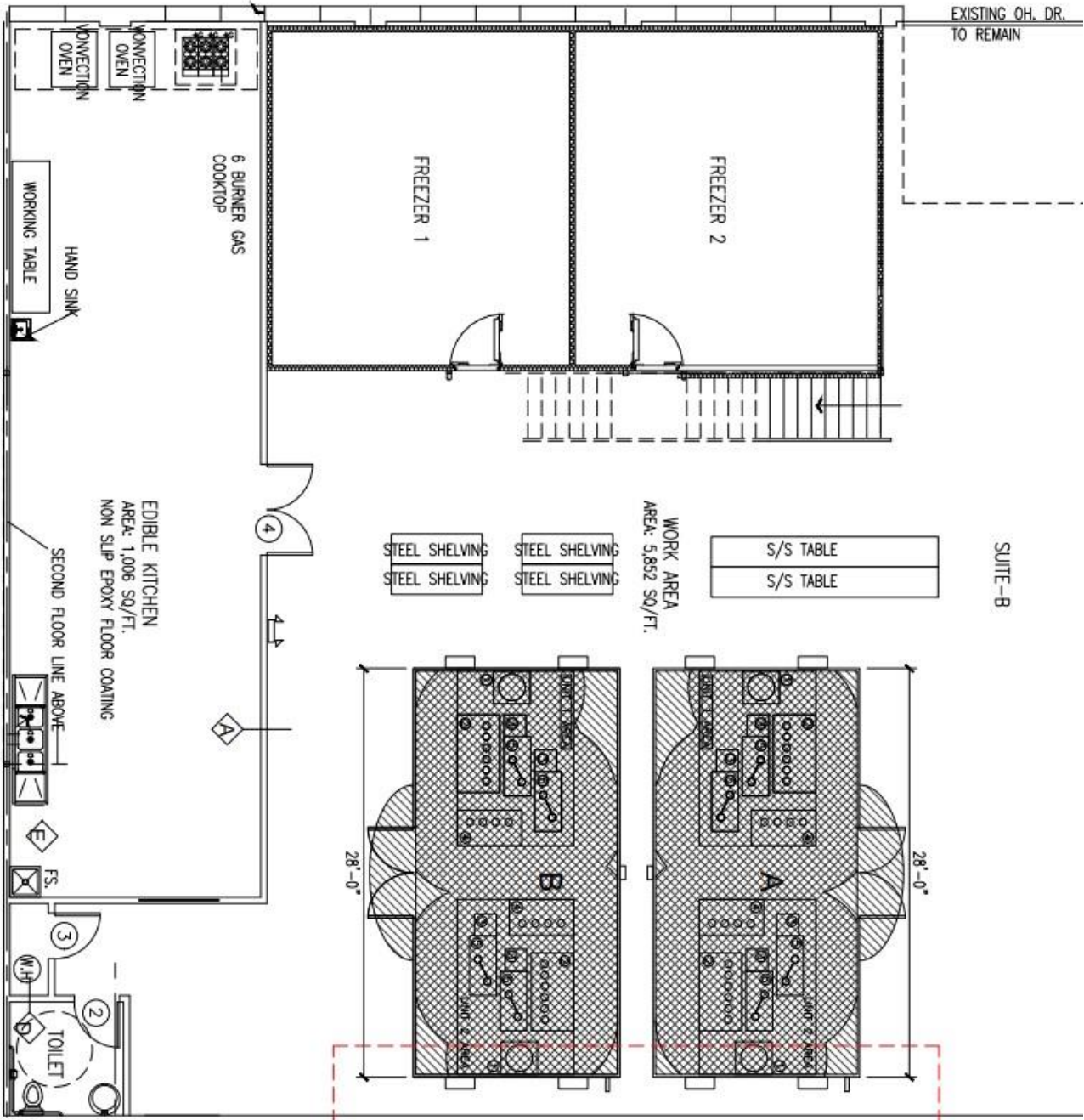
10.3.2.5 Walls and roofs of heavy construction (such as solid brick masonry, concrete block, or reinforced concrete construction) shall be provided with explosion venting windows or panels that have an explosion venting area of at least 1 ft² (0.1 m²) for each 50 ft³ (1.4 m³) of the enclosed volume.

- APPLICABLE CODE REQUIREMENTS**
- 1) WALLS AND CEILING MUST HAVE VAPOR BARRIER COATING (AQUAFIN VAPORBRIGHT COAT SG-2) OR EQUIVALENT
 - 2) CONSTRUCTION OF COMMON WALLS AND CEILINGS MUST CONFORM TO NFPA 98 10.3.1
 - 2.1) DUE TO THE BUILDING LAYOUT AND LOCATION OF THE PROPOSED BOOTH, THE DESIGNER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF LIGHTWEIGHT MATERIAL DESIGNED FOR EXPLOSION VENTING
 - 2.2) EXHAUSTION BOOTH SHALL CONFORM TO NFPA 98 10.3.1.3 (FIRE RESISTANCE)
 - 2.3) EXHAUSTION BOOTH COMMON WALLS (SHELVES) & DOORS SHALL CONFORM TO NFPA 98 10.3.1.3 (FIRE RESISTANCE)
 - 3) SPACING PER
 - 3.1) IFC 5703.1.1 (2018)
 - 3.2) NFPA 98
 - 3.3) NFPA/NEC 70
 - 3.4) TABLE 515.3 NFPA 70

- | | |
|--|--|
| ① RECOVERY TANK & HEAT EXCHANGER STAND | Ⓐ MIN. 1 HOUR FIRE WALL - U419 OR EQUIVALENT |
| ② MATERIAL COLUMN RACK | Ⓑ MIN. 1.5 HOUR (CLASS 8) FIRE DOOR |
| ③ PUMP AND EQUIPMENT STAND | Ⓒ LIGHTWEIGHT STEEL TRUSS WITH GYPSUM CEILING OR EQUIVALENT |
| ④ HONEYPOT RACK | Ⓓ LIGHTWEIGHT PANEL LOOSELY SECURED TO METAL TRUSSES 14' X 6' (EXPLOSION VENT) |
| ⑤ EVAPORATION CHAMBER SKID | |



SCALE: 3/8" = 1'



CLASS 1 DIV 1
 CLASS 1 DIV 2
 SCALE: 1/4" = 1'

*BOOTHS TO BE MOVED 2' AWAY FROM EXISTING WALL FOR HVAC DUCTING

January 10, 2023

>>> Jeff Johnson <jeff@jlouprop.com> 11/21/2022 2:07 PM >>>

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

I am writing in opposition of the rezoning of 2113 S Douglas Blvd. this not in keeping with the business of the area. I am sure this is not keeping with the comprehensive plan to be industrial. This type of business can put off bad smells affecting the surrounding business and the residents to the south. I have 100 units of residential under construction and other retail restaurant space under development. By negatively affecting the surrounding businesses this will affect their success and ultimately the taxes they pay. This is a major retail corridor in Midwest City and should be treated as such. Not a Grow/Processor Farm.
Please vote no on this.

Thank you,

Regards,

Jeff Johnson
[signature_1400026101]

1 NE 7th St.
Oklahoma City, OK 73104
Office: [405.401.6113](tel:405.401.6113)
Cell: [405.641.4431](tel:405.641.4431)
https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.jlouprop.com&c=E.1.4ip6FrxQtNzrOyL2LmbIL7vIMPo0SCxtvvoGrzHusN0x3X-klhOc0pTeCLmUqDdRJCbH8x1icc1c2Y7Y5pr7twgog2DdWFr2grSSu_L53RYcw.&typo=1

Please note my email has changed to jeff@JLOUPROP.com

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Community Development Department

Billy Harless, Director
Tami Anderson, Administrative Assistant
Emily Richey, Current Planning Manager
Petya Stefanoff, Comprehensive Planner

To: Honorable Chairman and Planning Commission

From: Billy Harless, Community Development Director

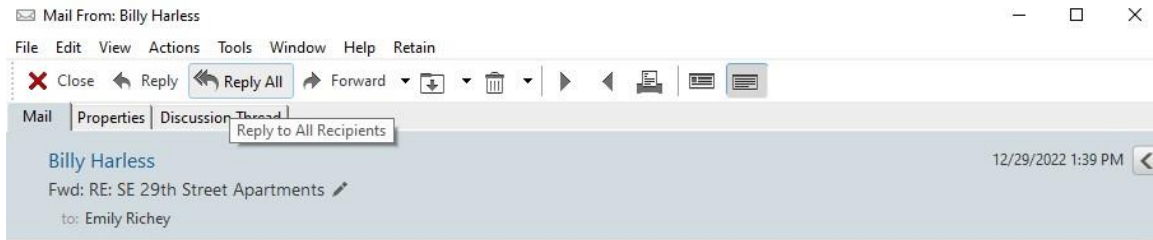
Date: January 10, 2023

Subject: (PC-2134) Public hearing with discussion, consideration, and possible action of approval of the proposed Preliminary Plat of the 29th Street Apartments for the property described as part of the Southwest Quarter (SW/4) of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, located at 9309 SE 29th Street.

Per email conversation between the applicant and Mr. Bundy, the preliminary plat application for 9309 SE 29th Street has been requested to be tabled until the January 24, 2023 City Council meeting due to additional information needed to fulfill the revisions requested by City Engineer from the December 6, 2022 Planning Commission meeting.

Billy Harless, Community Development Director

ER



>>> Tim Johnson <tjohnson@jaokc.com> 12/28/2022 5:04 PM >>>

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

Yes.

Can you tell me that the building permit review is still moving forward? Also, can we set a time to come and review all the design plans that have been previously submitted?

We also have a new flood study from Ellen that shows that the impact of the plans and the crossing has no adverse impact on the flood plain on the property. we just received that today.

We will use that to submit a LOMR-F when grading is completed.

Timothy W Johnson, PE

President / Principal, Johnson & Associates

1 E Sheridan Ave, Suite 200, Oklahoma City, OK 73104

(405) 235-8075 https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fjaokc.com&c=E.1.fxzIRWi32bYWI55JQBftPg6BBCnNuBUvCHJpRoWVwTY5ZxsPNaVTFE_JWJDJ8G41W4d4IDwX9HVOD56xYOT66-JV2DxBEZStulsTwogu9Py12iW8P0_&typo=1

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fjaokc.com&c=E.1.fxzIRWi32bYWI55JQBftPg6BBCnNuBUvCHJpRoWVwTY5ZxsPNaVTFE_JWJDJ8G41W4d4IDwX9HVOD56xYOT66-JV2DxBEZStulsTwogu9Py12iW8P0_&typo=1

"Today in the town of David, a Savior has been born to you; he is the Messiah, the Lord" Luke 2:11

-----Original Message-----

From: Brandon Bundy <BBundy@MidwestCityOK.org>

Sent: Wednesday, December 28, 2022 4:55 PM

To: Mark Zitzow <mzitzow@jaokc.com>; Tim Johnson <tjohnson@jaokc.com>; Patrick Menefee <PMenefee@MidwestCityOK.org>

Cc: Tyler Muzny <tmuzny@jaokc.com>; Billy Harless <BHarless@MidwestCityOK.org>

Subject: RE: SE 29th Street Apartments

Tim,

Can you agree to have the preliminary plat agenda item tabled until the 01/24/23 City Council Agenda? Patrick will need some time to look at everything and it doesn't seem the floodplain easement has been fully worked through.

Brandon Bundy, PE

Director of Engineering and Construction Services City of Midwest City, OK

100 N Midwest Blvd. 73110

[405-739-1213](tel:405-739-1213)

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

December 6th, 2022 - 6:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on December 6th, 2022 at 6:00 p.m., with the following members present:

Commissioners present: Russell Smith
 Jess Huskey
 Rick Dawkins
 Jim Smith
 Jim Campbell

Commissioners absent: Dee Collins
 Dean Hinton

Staff present: Billy Harless, Community Development Director
 Emily Richey, Current Planning Manager
 Patrick Menefee, City Engineer
 Petya Stefanoff, Comprehensive Planner
 Tami Anderson, Administrative Assistance

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 Chairman Russell Smith , seconded by Jess Huskey, to approve the minutes of the October 4th, 2022 Planning Commission meeting as presented. Voting aye: Huskey, R. Smith, Dawkins, J. Smith and Campbell. Nay: none. Motion carried.

C. NEW MATTERS

1. (PC –2132) Public hearing with discussion and consideration of the Final Plat of The Curve, described as part of the Southwest Quarter (SW/4) of Section Eight (8), Township Eleven North (T11N), Range One West (R1W), of the Indian Meridian (I.M.), Midwest City, Oklahoma County, Oklahoma, located at 11004 SE 28th Street.

The applicant, Jason of Craft & Tull, was present and addressed the council.

General discussion and discussed the issue about the drainage issue brought up by citizens.

There was general discussion amongst the Commission. The following people addressed the commission:
Charles Allen- 11021 28th St. - concerned about the detention wall – not a stockade fence on Westminster
Tim Fanny – 11200 SE 28St. - he is 2 lots over and concerned about the sidewalks, trails on 28th St.
Gary Walker – 11151 SE 28th St – Noticed a Dip on the pavement and would like it checked.

Patrick Menefee - City Engineer took note of the issues and would go out and check on these the next day.

The Committee suggested that the city check out the drainage and the road issue out as soon as possible.

A motion was made by Chairperson R. Smith, seconded by Jess Huskey to recommend Approval of this item.
Voting aye: Huskey, R. Smith, Dawkins, J. Smith and Campbell
Nay: None. Motion: Carried.

2. (PC -2133) Discussion and consideration of an ordinance to redistrict from PUD, Planned Unit Development, governed by C-4, General Commercial District, to PUD, Planned Unit Development, governed by I-1, Light Industrial District, for the property described as part of the Northeast Quarter (NE/4) of Section Eleven (11), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma located at 2113 S. Douglas Boulevard.

There was general discussion amongst the Commission. The following people addressed the commission:

The applicant, Tom Strayhorn, of 1301 Pine Ridge, was present.
The applicant, John Strayhorn, of 16427 SW 23rd St OKC, was present.

The applicants gave detailed information on the processing and monitoring of this Medical Marijuana Processor Grower.
There were concerns on the gasses/odor but that was all explained.

A motion was made by Chairperson R. Smith, seconded by Rick Dawkins to recommend Approval of this item.
Voting aye: Huskey, R. Smith, Dawkins, J. Smith and, Campbell
Nay: None. Motion - Carried.

3. (PC -2134) Public hearing with discussion and consideration of approval of the proposed Preliminary Plat of the 29th Street Apartments for the property described as part of the Southwest Quarter (SW/4) of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, located at 9309 SE 29th Street.

There was general discussion amongst the Commission. The following people addressed the commission:

It was also discussed that the plans were not complete and that they would be completed prior to submitting to City Council.

The applicant, Tim Johnson, of Johnson & Assoc. was present.
Gave a detailed plan of the detention and trails/easements of the Apartments.

A motion was made by Chairperson R. Smith, seconded by Jess Huskey to recommend Approval of this item, subject to the submission of the missing items.
Voting aye: Huskey, R. Smith, Dawkins, J. Smith and, Campbell
Nay: None. Motion - Carried.

#4. - Discussion. Consideration and Possible Action, Including Any Possible Amendment to, Accept and Adopt the Air Depot Corridor Plan by Catalyst Commercial.

There was general discussion amongst the Commission. The following people addressed the commission:

The applicant, Jason Claunch, of Catalyst Commercial, was present.

They had a PowerPoint presentation on the Air Depot Corridor Plan. He provided a brief presentation the research and findings of the plan that addresses four key point in our effort to reinvigorate the Air Depot Blvd.

Chairman Russell Smith commented on that it was a great presentation.

A motion was made by Chairperson R. Smith, seconded by R. Dawkins to recommend Approval of this item.
Voting aye: Huskey, R. Smith, Dawkins, J. Smith and, Campbell
Nay: None. Motion - Carried.

#5. - Discussion, consideration and possible action on amendments to the City Ordinances of the City of Midwest City, Chapter 38, Subdivision Regulations.

There was general discussion amongst the Commission. The following people addressed the commission:

The applicant, Tim Johnson, of Johnson and Associates, was present.

The applicant presented a PowerPoint presentation proposing changes to the Subdivision Regulations to address or eliminate waivers to infrastructure improvements.

A motion was made by Chairperson R. Smith, seconded by R. Dawkins to recommend Approval of this item.
Voting aye: Huskey, R. Smith, Dawkins, J. Smith and, Campbell
Nay: None. Motion - Carried.

D. COMMISSION DISCUSSION:

E. PUBLIC DISCUSSION:

F. FURTHER INFORMATION:
No Planning Commission Meeting on January 4th 2023

G. ADJOURNMENT:

A motion to adjourn was made by Dawkins, Seconded by Huskey.
Voting aye: Huskey, R. Smith, Dawkins, J. Smith, D. Hinton and Campbell.
Nay; None. Motion carried
The meeting adjourned at 7:43 p.m.

Chairman Russel Smith

(TA)

MEMORANDUM

To: Honorable Mayor and Council

From: Robert Coleman, Director of Economic Development

Date: January 10, 2023

Re: Discussion, consideration and possible action, of 1) accepting and 2) adopting the Air Depot Corridor Plan by Catalyst Commercial.

Dear Honorable Mayor and Council:

In 2019, the Midwest City Economic Development Authority applied for Midwest City Memorial Hospital Authority Board of Grantors funding for a study of the Air Depot Boulevard corridor from Silver Meadow Drive southward to SE 15th Street. The application was suggested by Vice-Mayor Byrne, Ward Two, who was concerned about the number of vacant buildings along the corridor as well as its overall appearance.

Funding was approved in early 2020 but work was delayed for over a year due to the COVID-19 pandemic. In November 2021, staff chose to expedite the project by entering into a contract with Catalyst Commercial, Dallas, TX. Catalyst was very familiar with the area having completed the *'Heritage Park Mall Redevelopment Scenarios'* plan in 2017.

Catalyst's Air Depot Corridor team included Chris Benham, Reid Cleeter, Jason Claunch, Sam Jones and Julie Schultz. Catalyst also partnered with Luke Schmidt, P.E, Traffic Engineer at Kimley-Horn & Associates Engineering and with Brian Keith, AIA/AICP, Director of Urban Design and Planning with JHP Architects for additional expertise. The City's team included Community Development Director Billy Harless, Comprehensive Planning Manager Petya Stefanoff, and Economic Development Director Robert Coleman.

Public input was gathered through limited in person-meetings and targeted online polling. On January 12, 2022, the Harroz Community Center hosted a kickoff meeting that was attended by representatives from homeowners associations, businesses, realtors and many others having interest in the Air Depot Boulevard corridor. We followed up the meeting with an online survey directed at those who live and/or work within ½-mile of the corridor. In April 2022, Catalyst conducted a planning workshop as it began finalizing the public participation necessary for the plan.

Following the Planning Commission's December 6th endorsement, those who attended the workshops were contacted with a link to the plan and were asked for additional input. None was received.

The attached '*Air Depot Corridor Plan*' addresses four key points in our efforts to reinvigorate the Air Depot Boulevard: 1) Identifies strengths, weaknesses, opportunities and threats; 2) Outlines physical and economic challenges; 3) Highlights opportunities for public-private partnership; and 4) Pinpoints reinvestment possibilities.

Representatives from Catalyst Commercial will be present at the meeting to provide a brief presentation on the research and findings of the plan. In the meantime, please contact my office at (405) 739-1218 or via e-mail (rcoleman@MidwestCityOK.org) with any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read 'R. Coleman', written in black ink.

Robert Coleman
Director of Economic Development

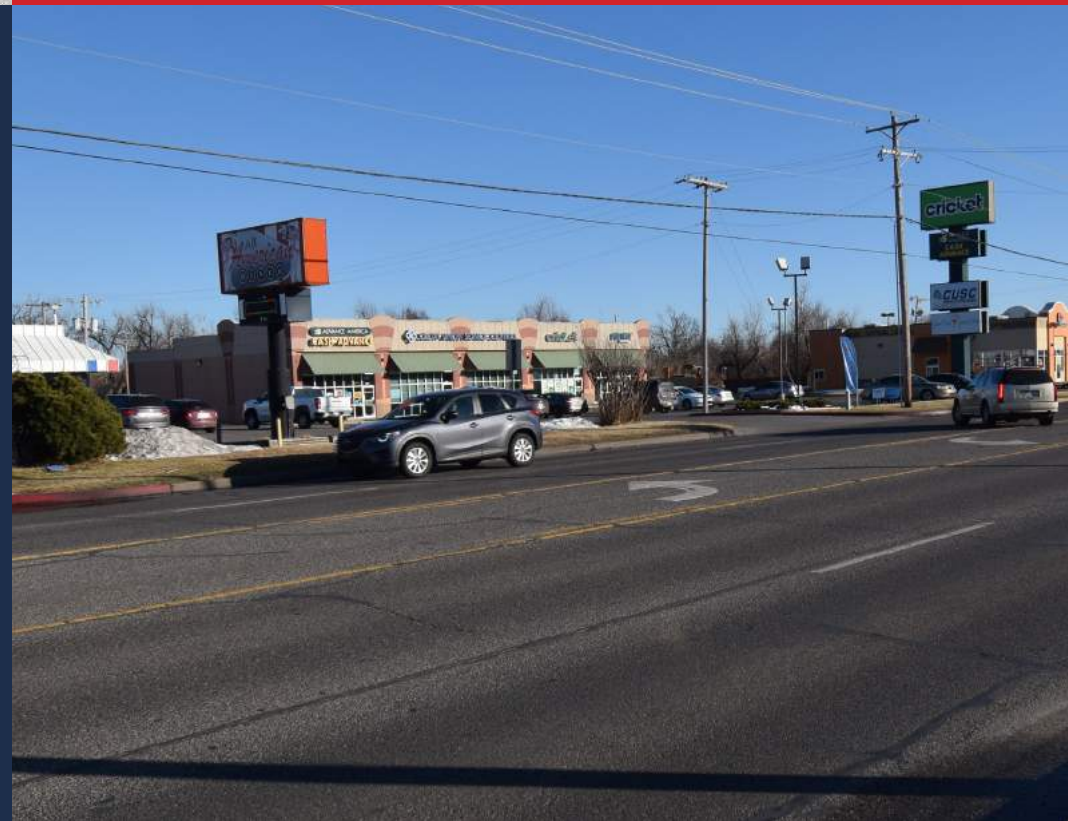
Attachment: Air Depot Corridor Plan



AIR DEPOT CORRIDOR PLAN

2022

Midwest City,
Oklahoma





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INTRODUCTION



Overview

The Midwest City Economic Development Authority (“EDA”) in conjunction with the Community Development Department, initiated a corridor study with Catalyst Commercial, Inc. (Catalyst) to reinvigorate the parts of the Air Depot Blvd. Corridor that is roughly bounded by SE 15th Street and Silver Meadow Drive. This action comes due to an escalation in the number of vacant structures and spaces in the area and the need to improve the overall business climate through public improvements and policy revisions.

In 2019, the EDA successfully obtained Midwest City Memorial Hospital Authority Board of Grantors funding to conduct an evaluation of the Air Depot Corridor and implement changes that would revitalize the district. Funds were awarded in the spring of 2020 but the pandemic put work on hold shortly thereafter. We picked the project up again in late 2021.

This analysis builds off Catalyst’s 2017 Midwest City Study for Heritage Park Mall. This process included research and analysis, public engagement, surveys, and an implementation plan to explore options to stimulate reinvestment in the area. In addition to the implementation plan, the end results include the following objectives:

1. Identify Corridor strengths, weaknesses, opportunities, and threats.
2. Address physical and economic problems within the Corridor.
3. Explore public/private partnership opportunities.
4. Identify opportunities in need of reinvestment/improvement.

Executive Summary

Purpose

The purpose of the Air Depot Corridor Plan is to identify and prioritize mobility improvements that encourage safe and efficient travel as well as encourage investment and economic development in the Corridor. It would explore all options for moving people, including pedestrians, cyclists, drivers, and other multi-modal options. This Plan will serve as a guide to improve safety, mobility, and quality of life for residents, visitors, and commuters. This study shall coordinate improvements between a roadway and adjacent land uses.

Key Findings

The retail space in the Air Depot Corridor was developed over a period from the late 1940s until present day with development peaking between 1970 and 1979, representing 56% of the 1.9 million square feet of retail space. The three decade period from 1960 to 1989 represent 86% of the retail development in this Corridor. A large portion of the retail in the Corridor has had little capital reinvestment over the years and as those structures age, the aesthetics of the corridor decrease and it becomes more difficult for property owners to locate class A retail in their buildings.

Development along the Corridor has happened intermittently and caused a fragmented pattern of development with little cross access resulting in a high number of private drives accessing Air Depot Blvd. This lack of access management creates a number of safety issues for pedestrians and motorists.

Key Recommendations

The creation of an overlay district for the Air Depot Corridor would enable the City to set up the regulatory environment to guide and direct future development and redevelopment. The City will then need to take action on the safety and infrastructure by creating an overlay district to set up regulatory environment. The City can then follow the creation of the overlay district with safety and infrastructure improvements that will increase the experience of Midwest City residents and visitors while shopping and recreating in the Corridor.

Implementation recommendations for the Air Depot Corridor are found at the end of this document and includes recommendations such as the following:

- Develop a recruitment strategy to improve Corridor merchandising.
- Reduce auto dependency to mitigate pedestrian vs car competition for the same travel space.
- Encourage alternative signage (ex. monument signs) along the Corridor to increase visibility for drivers and pedestrians entering or exiting private drives.
- Identify vacant or underused buildings or commercial land. Work with property owners to establish goals and a strategy for inclusion of these properties in the City economy.

Existing Conditions

Aesthetic Enhancements

- Development along the Corridor has been intermittent. Aging structures and lack of development standards creates irregular patterns in building form, setbacks, signage, greenspace, parking, and general uniformity.
- A lack of maintenance and lack of investment has decreased the aesthetics of the Corridor.

Redevelopment and Reinvestment Challenges

- Redevelopment and reinvestment opportunities are challenged by fragmented ownership and lack of uniform design regulations.
- There is no consistency in open space requirements and other standards, which limits open space and activation opportunities.

Traffic Operations & Safety

- A lack of access management creates numerous safety issues, including, Corridor-wide center turn lanes, poorly marked intersections, and numerous curb cuts.



Pedestrian/Bicycle Improvements

- Multimodal transportation opportunities along Air Depot lack efficient facilities to service riders.
- Pedestrian activity and bicycles are almost non-existent along the Corridor today.
- High-volume and high-speed traffic reduces alternative transportation modes (walking, biking, etc).
- The Air Depot Corridor lacks bicycle facilities. Expanding trails to future regional trail connections could improve bicycle use and create trail-oriented development opportunities.
- Sidewalks are narrow, poorly maintained, and disconnected.

Approach

The Corridor was analyzed and characterized by three distinct character zones:



Commercial Zone

The commercial zone addresses transportation operation, streetscape, character, and area connectivity to accommodate greater economic development opportunity and quality of life. The transportation element of the Corridor concept will minimize traffic conflicts, improve pedestrian access at intersections, and increase connectivity. Land use strategies will include parking management, setbacks, and design standards to create greater adjacency predictability and stronger character within the commercial zone.



Neighborhood Zone

The neighborhood zone provides a more detailed strategy for transition between the higher intensity commercial areas and smaller neighborhood-oriented commercial. This zone focuses on connectivity to local and regional assets and networks. It also focuses on optimization of shallower tracts and associated challenges with fragmented ownership, aging uses, and disconnected infrastructure.

From a land use and market perspective, the neighborhood zone will address building form and character, open space, trails, and enhancing transportation. This will also address uses.



Mall Redevelopment Zone

This zone addresses the various scenarios with the potential mall redevelopment and relationship to the Air Depot Corridor. It will include a mix of uses, access, key gateways, parking, and connectivity.

The Mall Redevelopment Zone is inclusive of the intersection of a number of local assets including key intersections, continuation of regional trail networks, and public transportation facilities. It offers the greatest area of catalyst development potential due to the size of the tract and key location.

AIR DEPOT CORRIDOR PROCESS

The creation of this Air Depot plan followed a defined process. This plan documents each of the steps taken to create the plan to create a safer, more vibrant, and functional Corridor.



Evaluate Market Demand

Determine market needs and capacity for increased commercial uses that can satisfy gaps in the market.



Establish Vision and Goals

Create a unified plan that resolves conflicts and creates greater value and improves quality of life.



Document Conditions

Document existing conditions, including assets and opportunities within the Study Area.



Develop Strategy

Create a land use strategy that includes design recommendations and documented interventions.



Gather Community Input

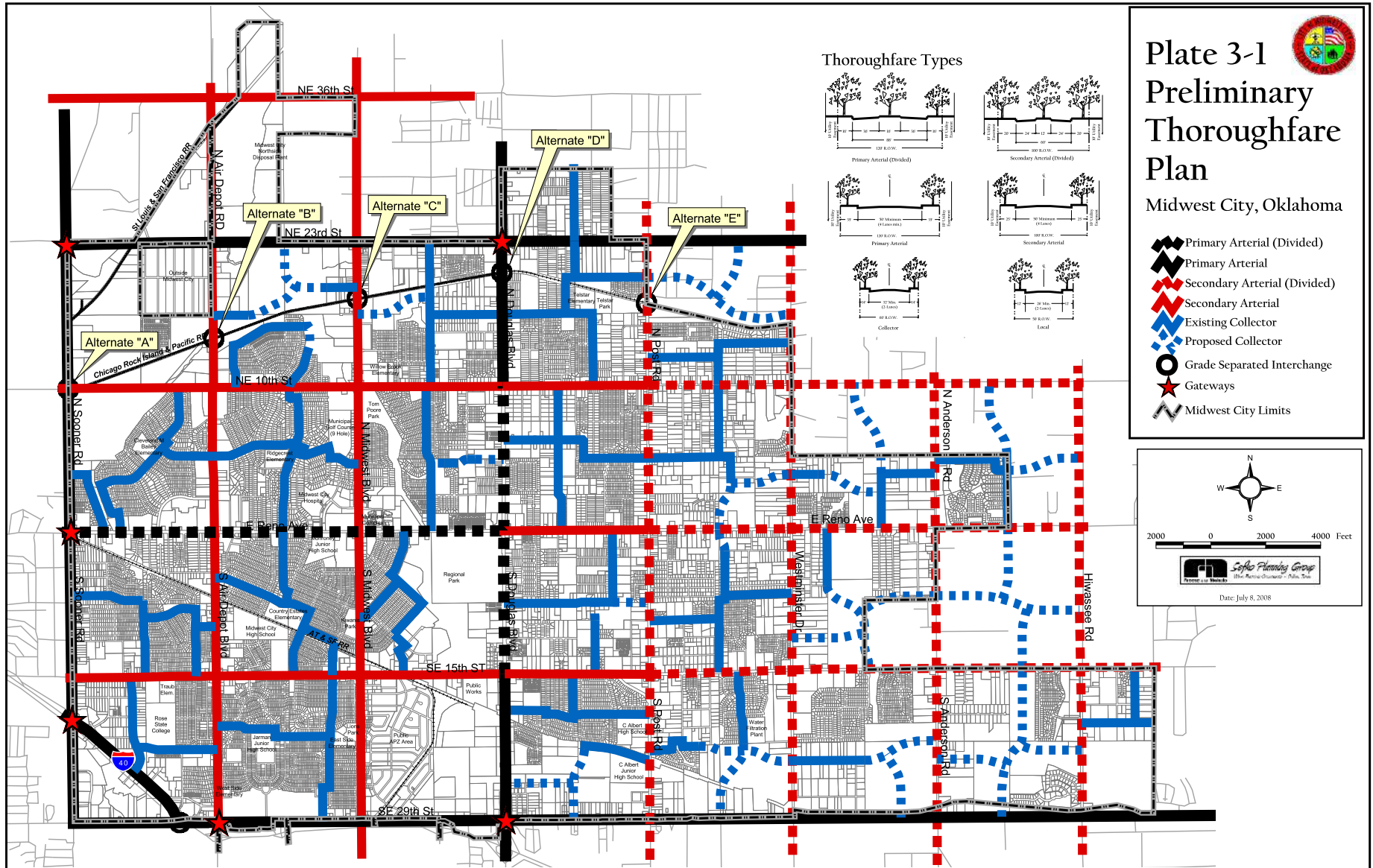
Engage local residents and businesses to understand priorities, issues, and local needs.



Implementation

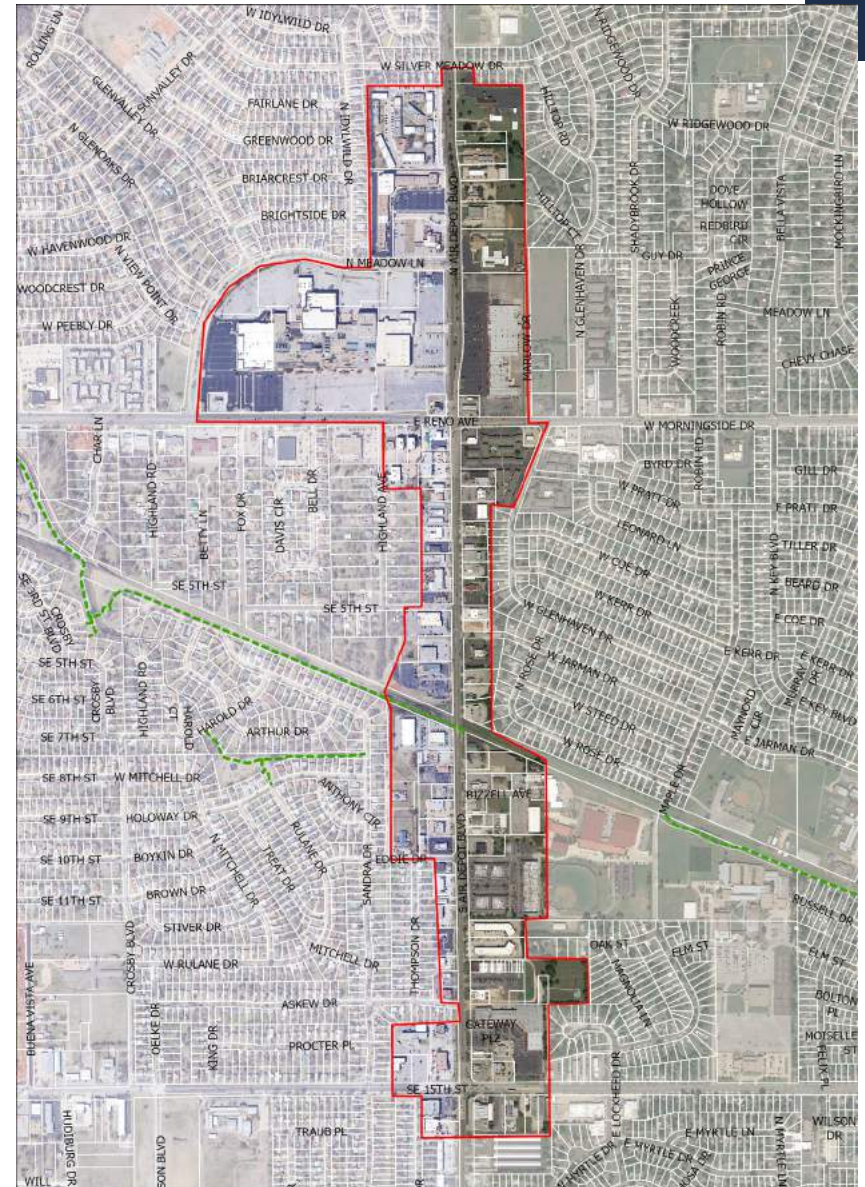
Provide a roadmap for implementation

Existing Thoroughfare Plan

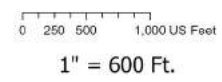


STUDY AREA

The Air Depot Corridor stretches roughly 1.5 miles from Silver Meadow Drive on the north end, south to Southeast 15th Street. Traffic in the Corridor has remained consistent and walkability has never been utilized. Vacant buildings can be found along the Corridor, including the former Heritage Park Mall on the northwestern end.



Air Depot Corridor
Midwest City, OK



1" = 600 Ft.

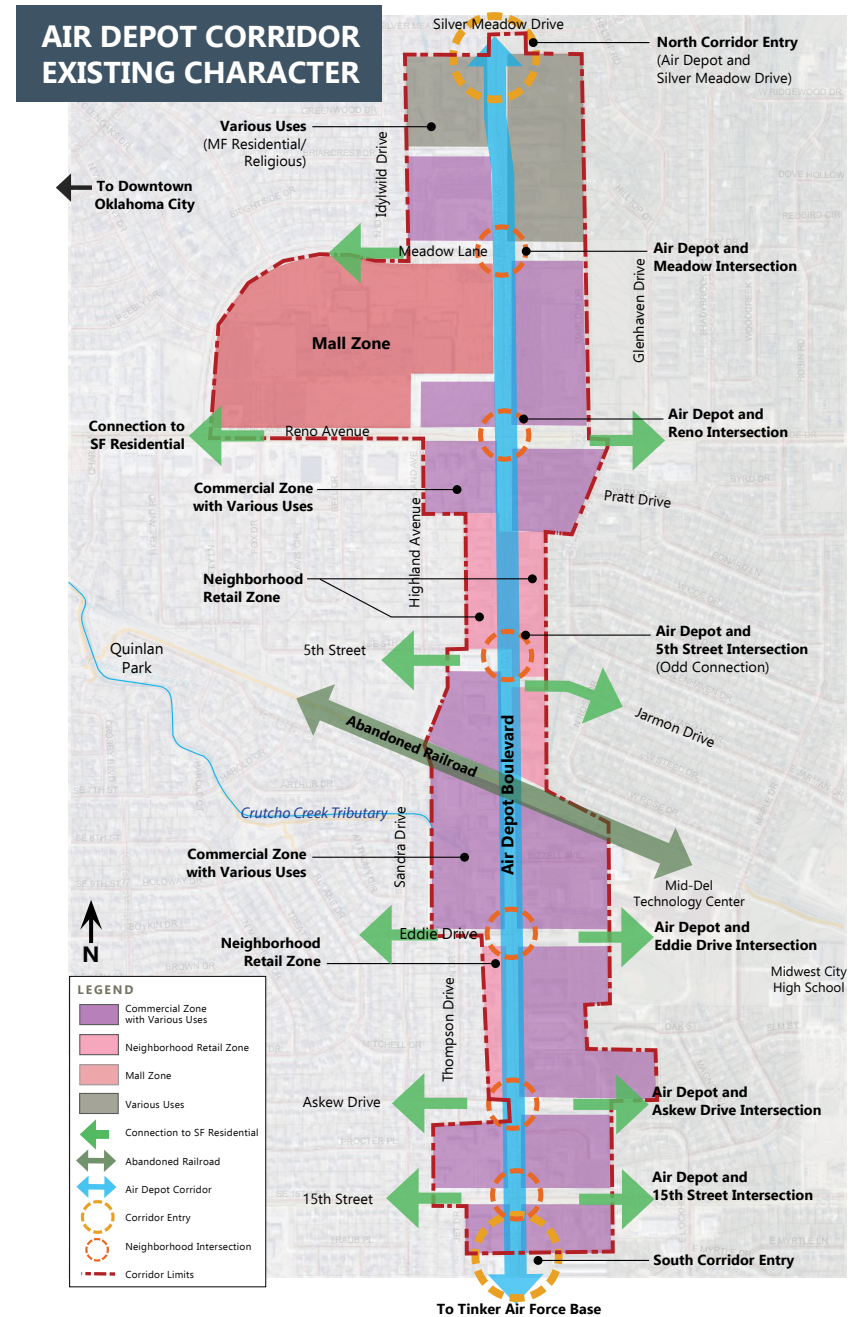
Existing Character

The character of the Air Depot Corridor is divisible into three distinct zones:

NORTH - From Silver Meadow Drive to Reno Avenue there are large commercial lots and wide thoroughfares with a multifamily complex, retail, churches, and the former Heritage Park Mall which was declared as “blighted” by the City on August 23, 2022 which will begin the Urban Renewal process to redevelop the property. Traffic in this area is comparably light and there is rarely any congestion. A landscaped median divides the road and a contiguous sidewalk is found only along the east side of North Air Depot Boulevard.

MIDDLE - From Reno Avenue to the railroad easement, mostly retail is offered with residential entrances on both sides. The thoroughfare is much tighter than the northern section with no existing medians, and walkability is constrained by limited lighting or limited sidewalks on the east side of the street. There are several vacant commercial buildings in this vicinity. There is approximately 125’ of sidewalk found in front of one (1) address on the east side of the street, while the entire length of the west side has sidewalks.

SOUTH - From the railroad easement to Southeast 15th Street, South Air Depot Boulevard offers both neighborhood retail and commercial mixed uses. The thoroughfare is sometimes congested and there are no existing medians. Sidewalks are found all along the west side of the right-of-way, but only about 10% of the addresses on the east side of the block have some semblance of a sidewalk.



Traffic Conditions

Travel Patterns

The Air Depot Corridor serves as a major north/south arterial through Midwest City. This Corridor serves both the major commercial attractions along the Corridor as well as a critical connection serving the City and Tinker Air Force Base. As the use and character of the Corridor continues to change and evolve, the average traffic volumes along the Corridor have, on average, slightly fallen. The scatter plot shown (Figure 1) documents historic traffic counts along the Corridor at two locations over the last decade. Research indicates peak traffic has decreased from nearly 27,000 vehicles per day (VPD) in 2012 to 23,000-24,000 VPD most recently.

When examining the daily distribution of traffic (Figure 2) it is clear that this Corridor serves many drivers. A typical commuter corridor would experience a similar magnitude of the peak traffic

in the morning and evening peak hours. However, the major increase in evening traffic indicates this Corridor also serves as a significant evening stop/destination. This pattern is consistent with those found in many vibrant business districts. Traffic is elevated from noon until 8:00pm along the Corridor, and the consistent, existing, and historic traffic provides the engine for continued development/redevelopment of the Corridor.

Historic data shows peak traffic volumes ranging from 1,500 vehicles per hour to 2,500 vehicles per hour. A typically five lane roadway with a center two-way left-turn lane typically has a peak capacity of around 2,600 vehicles per hour. Based on this data, this Corridor should maintain at least the four (4) travel lanes of capacity as the existing traffic approaches the capacity of the existing roadway.

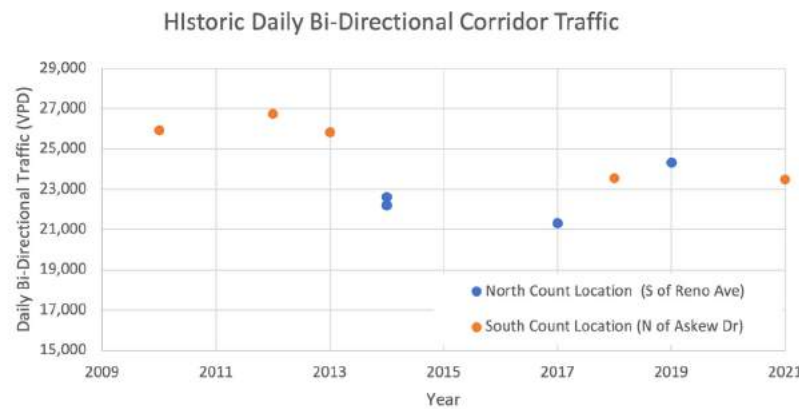


Figure 1 - Historic Traffic Counts

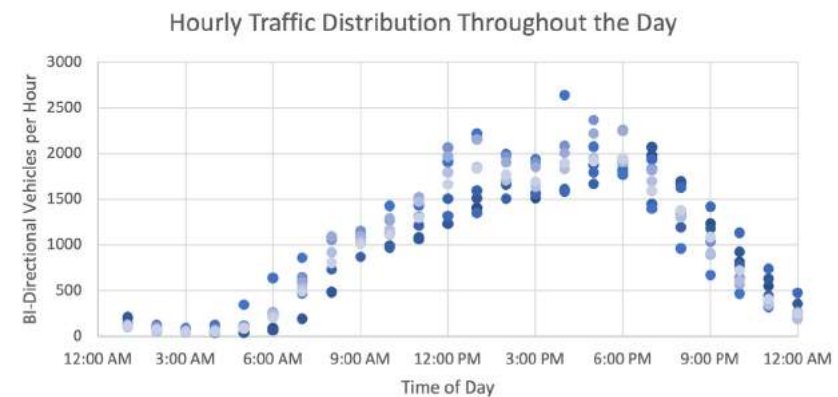
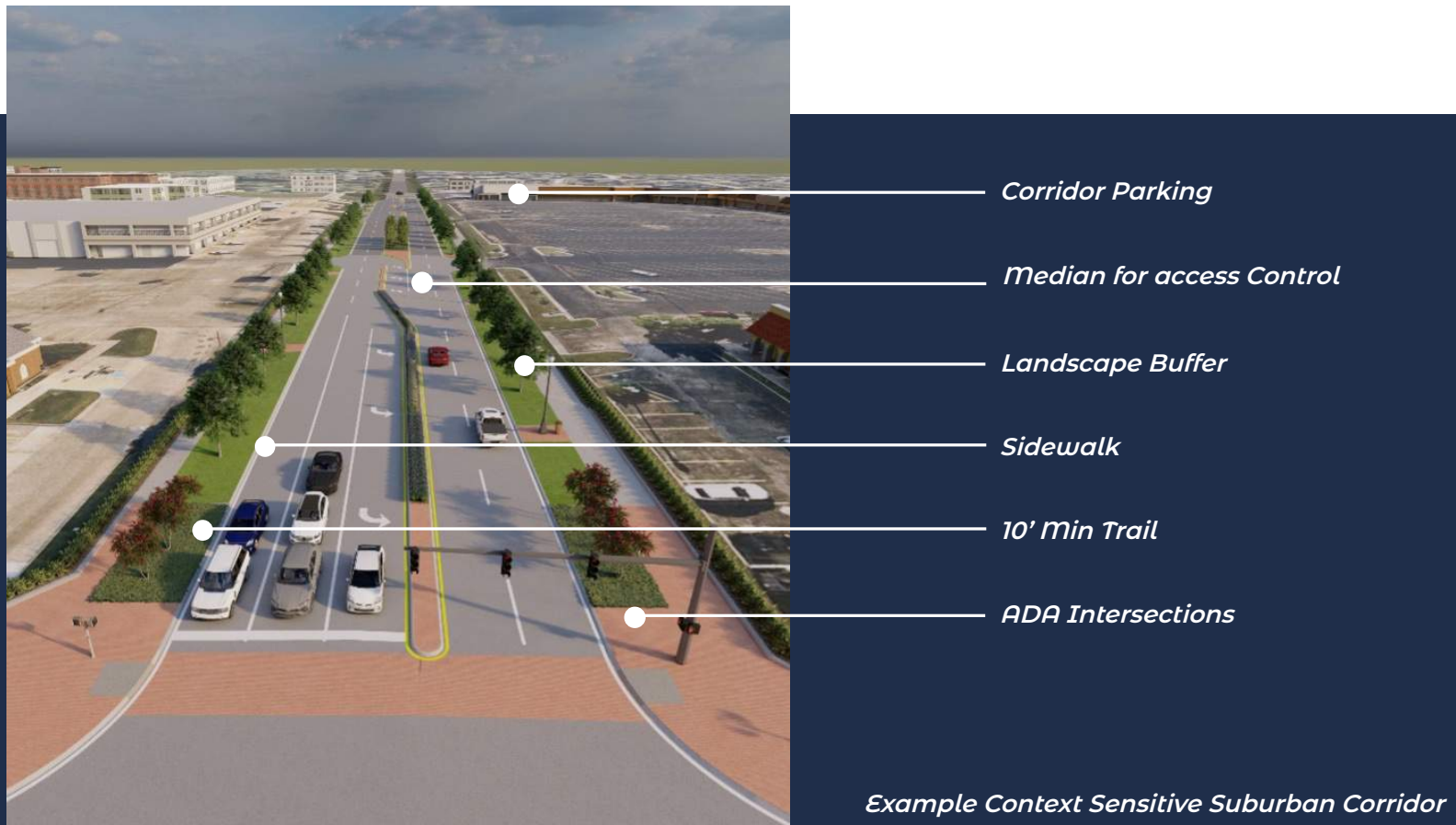


Figure 2 - Hourly Traffic Distribution

Street Layout

A safely designed roadway corridor incorporates many elements designed to work in harmony within the right-of-way. Each corridor is unique in the way space is allocated based on priorities, but the most successful examples develop a context sensitive approach to provide a foundation to simultaneously accommodate walking, biking, transit, and motor vehicles. For the Air Depot Corridor, the vision is a Corridor with a satisfactory vehicle experience while also accommodating other modes of travel via a safe, ADA compliant, and walkable/bikeable experience for all users.

The primary elements of a complete street design are shown below:



Sidewalks

Sidewalks play a critical role in a context sensitive corridor design. They connect businesses, create a means for activity, and provide connectivity to other modes of travel like the Embark transit service. An ADA compliant sidewalk should have a minimum width of 5', or 6' if the sidewalk is along the back of curb. Sidewalk alignments should be offset from the roadway to provide more distance from traffic, creating a more comfortable environment for walking.

The existing Corridor currently has sidewalks along a majority of its west side between Reno Ave and Southeast 15th Street. The existing sidewalk is ADA compliant in some locations, and is in poor condition in a few areas. This is mainly due to non-compliant curb ramps, damages, improper cross slope, lack of traffic signal accommodations, conflicts with utilities and improper driveway interfaces.

These photographs represent a sampling of the deficiencies found in the Corridor:



Landscape Buffers

Landscape buffers between a roadway and sidewalk alignment significantly enhance the walking experience for pedestrians along a corridor. The buffer area also provides an opportunity for shade trees for the sidewalk, landscape/hardscape elements/accents, lighting, transit shelters, and other amenities that improve the overall pedestrian experience. Landscape buffers are often constrained by the available right-of-way, but are recommended to be constructed at minimum of 6' to accommodate shade tree plantings.



Travel Lanes

Adequately sized road lanes provide for a safe and efficient vehicle travel along the Corridor. The existing travel lanes and two-way left-turn lane is 12' in width, which appear adequate in light of the fact that heavy truck traffic is primarily confined to local deliveries. Recommended travel lanes widths range from 11' to 14', depending on the types and volumes of traffic. Narrow lanes control speed and increase walkability due to shortened pedestrian crossing distances. Wider lanes are often necessary for moving oversized vehicles. For the Air Depot Blvd., an 11'-12' travel lane is appropriate.



Parking

Parking along a corridor is dependent on the intended use and context of the corridor. Air Depot Blvd. has no public parking, which is consistent with the existing context, character, and traffic volumes along the Corridor. An example of the typical head-in 90 degree parking along the Corridor adjacent to the existing sidewalk is shown in Figure 3.



Figure 3 - Head In Parking

Medians

Medians are a great tool to focus the private access and traffic turning movements along a corridor. The existing Air Depot Corridor utilizes two-way left-turn lanes along its length. This approach maximizes access to the developments, but can negatively impact the safety, aesthetics, and traffic capacity. A raised median would allow significant access while improving safety, providing a canvas for beautification/branding, and increase traffic flow. A vehicle utilizing the existing two-way left-turn lane to navigate a left turn movement is shown in Figure 4.



Figure 4 - Vehicle Shown Using Left Turn

Intersections

Within the study area along Air Depot Blvd., there are five (5) signalized intersections/Corridor crossing locations. These intersections provide a significant role in both vehicle cross access and safe pedestrian crossing locations. As previously mentioned, some of the intersections are in need of ADA upgrades to be safe/compliant crossings, but a majority of the existing traffic signal infrastructure is already in place. It would be virtually impossible for pedestrians to cross the intersection of E Reno Avenue and Air Depot Boulevard if it weren't for the existing facilities. (Figure 5)



Figure 5 - S Air Depot Blvd. Crosswalk at E Reno Ave.



Figure 6 - Future Bomber Rail Trail Crossing Near the 700 Block of S Air Depot Blvd.



Trails and Sidewalks

The Bomber Rail Trail crossing is a future trail connection proposed along the abandoned railroad right-of-way through the City. When the trail is complete to Air Depot Blvd., this intersection near the 700 block of S Air Depot Blvd. (Figure 6). It will create a critical crossing in addition to providing a connection for pedestrians and bicycles to access the Midwest City Spirit Trail System.

Taken from the Trail Master Plan, the image below illustrates the future location of the Bomber Rail Trail. (Figure 7)

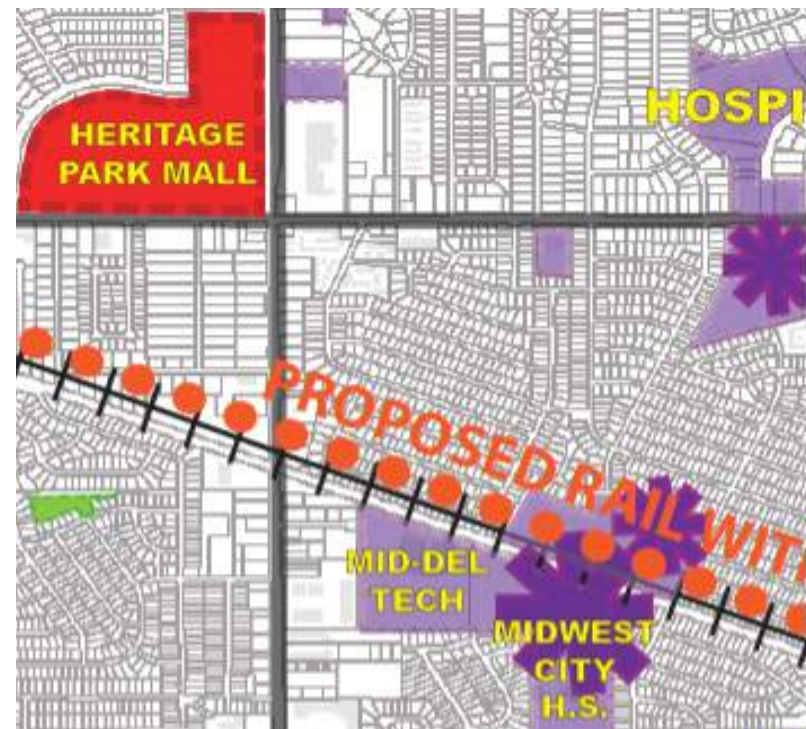


Figure 7 - Trail Crossing Location



Bicycle Lanes and Shared Paths

Bicycle lanes make for a healthier community, help curb air pollution and improve traffic flow as seen in this example in another community (Figure 8). The Air Depot Corridor currently has no dedicated or enhanced bicycle accommodations. While dedicated lanes are not suggested on a major arterial, an off-street, dedicated trail will be much more inviting to local riders.

Air Depot Today

While the Air Depot Corridor may be inviting to motorists, it has limited appeal to the occasional pedestrian and transit users. Shoppers who may be tempted to walk to their destinations may be discouraged by incomplete sidewalks, lack of ADA compliance, and the overall uncomfortable feeling one might get walking in close proximity to a two-ton vehicle traveling 40 miles per hour. The following modes of travel were reviewed along the Corridor for ease of access and potential opportunities.

An assessment of sidewalks within the study area found the following conditions:

- i. **Incomplete** - The existing sidewalks along the Corridor only encompass approximately half of the study area. Sidewalks were prevalent on the west side of S Air Depot Blvd. but were lacking on the east side. For a corridor to feel walkable the sidewalk needs to be complete on both sides of the roadway and interconnected via ADA compliant and safe connections.

Even though portions of sidewalk are missing, there are signs of



Figure 8 - Dedicated Bicycle Lane



Figure 9 - Path near the 800 block of S Air Depot Blvd.

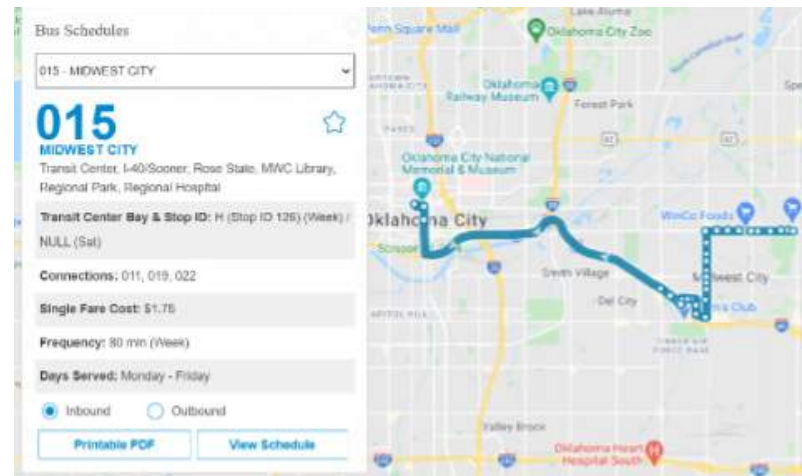
existing use. Figure 9 shows those existing “cattle paths” through the grass on the east side of the Corridor.

- II. **ADA Compliance** – A majority of the existing sidewalks are not ADA compliant, making them a potential hazard for people with a mobility issue. Portions of the sidewalk are cracked/crumbling, other portions exceed allowable running and cross slope, and other sections inadequately connect to existing driveways/cross streets. Providing ADA compliant sidewalks is paramount to connectivity of a walkable network for all users.
- III. **Comfort** – Portions of the sidewalk along the Corridor exist but are not comfortable to use for many reasons including narrow width, lack of shade, the significant number of driveway crossings along the Corridor, and proximity to the street. “Cattle paths” observed on the unpaved portions of the study area provided valuable insight as to the preferred walking offset along the Corridor: most were between 4’ and 6’ behind the existing curb line



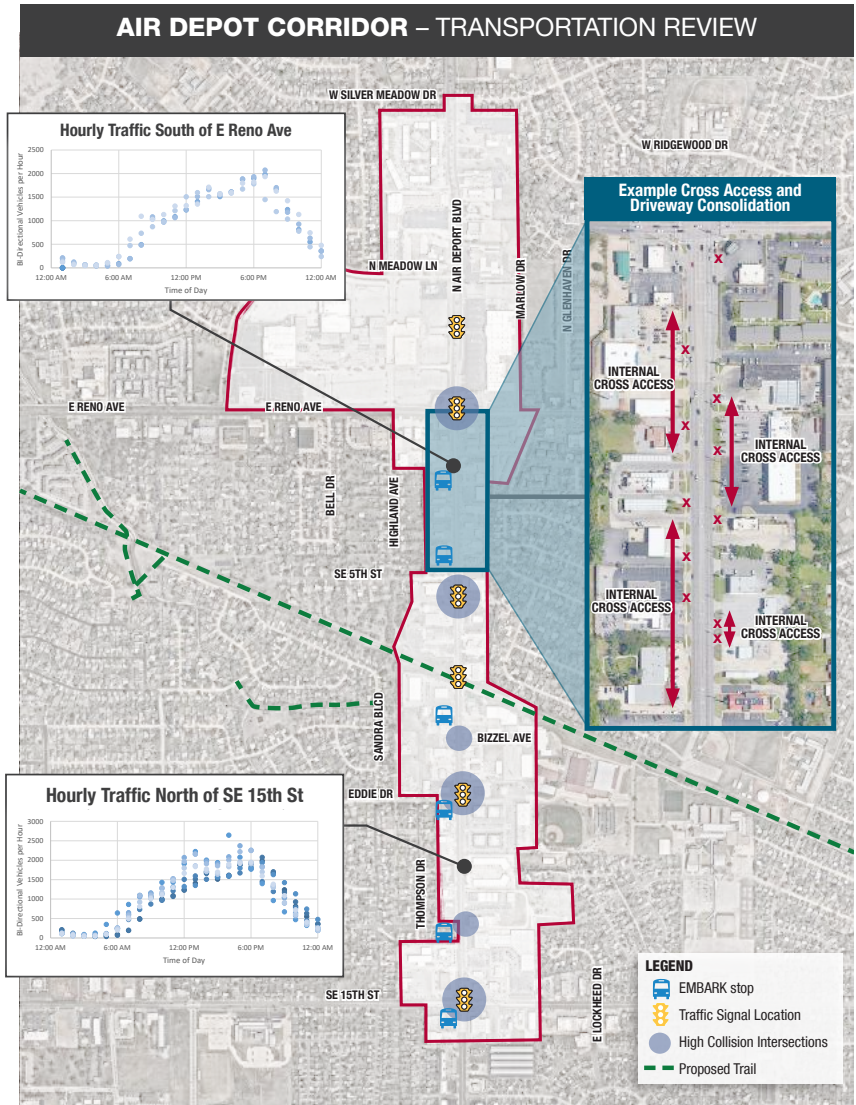
IV. **Bicycling** – It appears cyclists may be avoiding the Corridor for many reasons. Traffic frequency and speed is likely discouraging riders from utilizing a travel lane during peak hours. The existing sidewalk is narrow, incomplete and unsafe due to condition/cross slope as well as the number of driveways. The future trail along the existing abandoned railroad right-of-way is incomplete at the Air Depot Blvd. crossing, which is the prime location to connect the Air Depot Corridor with an all-ages and all-abilities trail facility to bring bike traffic to the Corridor.

V. **Transit** – Midwest City is served by EMBARK via Route 15 along the Air Depot Corridor. Its stops include a mix of improved bus stops with shelters and lower cost stops with a sign and potentially a bench. The bus stops with benches and concrete pads are typically not ADA compliant and are not connected to the sidewalk or the street. It is recommended to upgrade these locations to at least ADA compliance and to potentially add shade structures to protect users from the elements.



VI. Driving – The Corridor is auto-centric, but not an ideal design given the high traffic volumes and high turning maneuvers to the numerous private driveways along the Corridor. The posted speed along the Corridor of 35 mph does provide the foundation for an auto-centric corridor that can accommodate other modes of travel. However, based on observations, the average vehicle speed along the Corridor is not consistent with the posted speed limit and often 40-45 MPH or greater.

The two-way left turn lane provides almost limitless access but creates inherent safety challenges by increasing the probability for turning collisions and rear end collisions. At the intersection of Reno Ave and SE 15th Ave there have been over 400 collisions within the study area since 2015. Of the total number of collisions, over 150 were documented as accidents resulting in injury. A majority of the collisions were documented as either rear end collisions (168) or turning collisions (159). The proliferation of the private driveways and existing two-way left turn lane could potentially be a mitigating factor for historic crash rates along the Corridor. Consolidating curb cuts and enhancements to turning lanes could significantly decrease the number and/or severity of future accidents.



MARKET CONDITIONS

Midwest City lies in far eastern Oklahoma County and is bordered by Del City on the west, Oklahoma City on the south, Spencer on the north and Choctaw and Nicoma Park on the east. Interstate 40 runs east/west along the south border of the city and U.S. Route 62 comprises most of its northern border. Midwest City encompasses 24.4 square miles in area with an estimated population of 58,070 residents.

Tinker Air Force Base sits adjacent to the southern border of Midwest City just as it has for 80 years. It is the home to a workforce of nearly 30,000, making it the largest U.S. Military installation in the world and Oklahoma's largest single-site employer. Midwest City's economy has traditionally been built around Tinker, its private contractors and suppliers, as well as other ancillary aerospace companies.



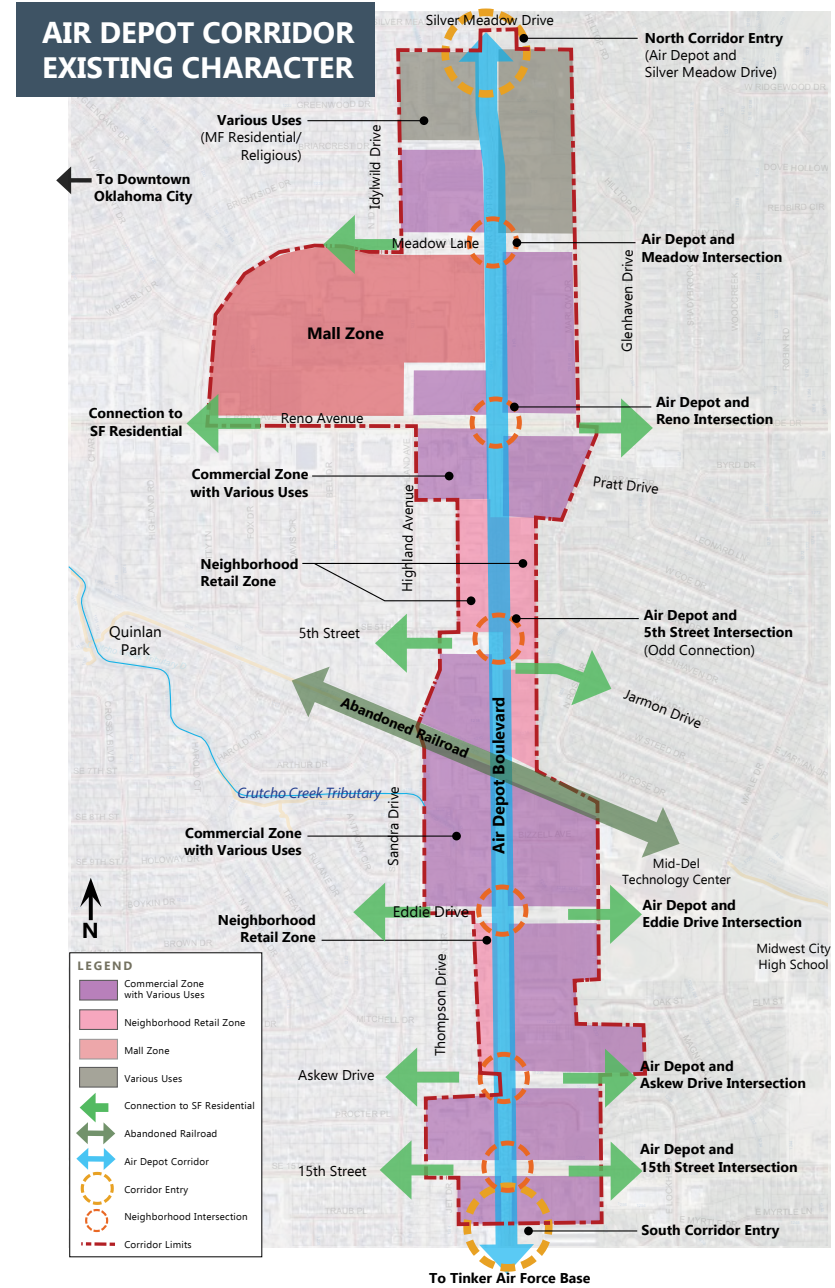
Air Depot Corridor Study Area

The Air Depot Corridor extends along Air Depot Blvd. from Silver Meadow Drive in the north to just south of 15th Street in the south; a distance of approximately 1.5 miles.

DEMOGRAPHICS

Population

Midwest City has experienced a significantly smaller percentage of growth over the last two decades when compared to Oklahoma County and the Oklahoma City Metropolitan Statistical Area (OKC MSA). However, as Oklahoma City continues to develop and build out, momentum is projected to steer development and population outwards from the urban core, resulting in increased population growth for Midwest City. As Midwest City continues to develop its remaining land, it will become increasingly important to ensure that residential and commercial development have a symbiotic relationship that enhances and utilizes assets and benefits from each development typology. This includes improving transitions and access between commercial and residential typologies, positioning, and developing contextually sensitive infill sites, and maximizing existing infrastructure investments.



Air Depot Corridor Population

The Air Depot Corridor's median age of 34.8 years old is slightly younger than that of the community (37.5), Oklahoma County (36.4) and the entire Oklahoma City MSA (36.8).

Generation distribution (i.e., Baby Boomers, Millennials, etc.) is a critical demographic factor to understand, as these generational differences tend to manifest themselves in several facets of an individual's life, including their purchasing power and preferences. Higher median ages suggest that residents are aging in place and have a higher likelihood of staying in the same housing as they age. Higher median ages also serve as an indicator for increased public amenities and services needed for aging populations.

| Population | Air Depot Corridor | Midwest City | Oklahoma City | Oklahoma MSA |
|--------------------------------------|--------------------|--------------|---------------|--------------|
| 2000 Population | 821 | 54,565 | 661,244 | 1,098,206 |
| 2000-2010 Population Growth (Annual) | 0.50% | 0.02% | 0.85% | 1.35% |
| 2010 Population | 863 | 54,674 | 719,649 | 1,255,802 |
| 2021 Population | 835 | 57,647 | 799,462 | 1,421,923 |
| 2021-2026 Population Growth (Annual) | -0.12% | 0.55% | 0.93% | 1.10% |
| 2026 Population | 830 | 59,249 | 837,496 | 1,502,031 |
| 2021 Total Households | 376 | 23,867 | 315,629 | 551,467 |
| 2021 Average HH Size | 2.22 | 2.40 | 2.48 | 2.52 |
| Total Daytime Population | 1,326 | 54,416 | 875,551 | 1,416,917 |
| Daytime Workers | 873 | 24,821 | 481,267 | 713,084 |
| Daytime Residents | 453 | 29,595 | 394,284 | 703,833 |

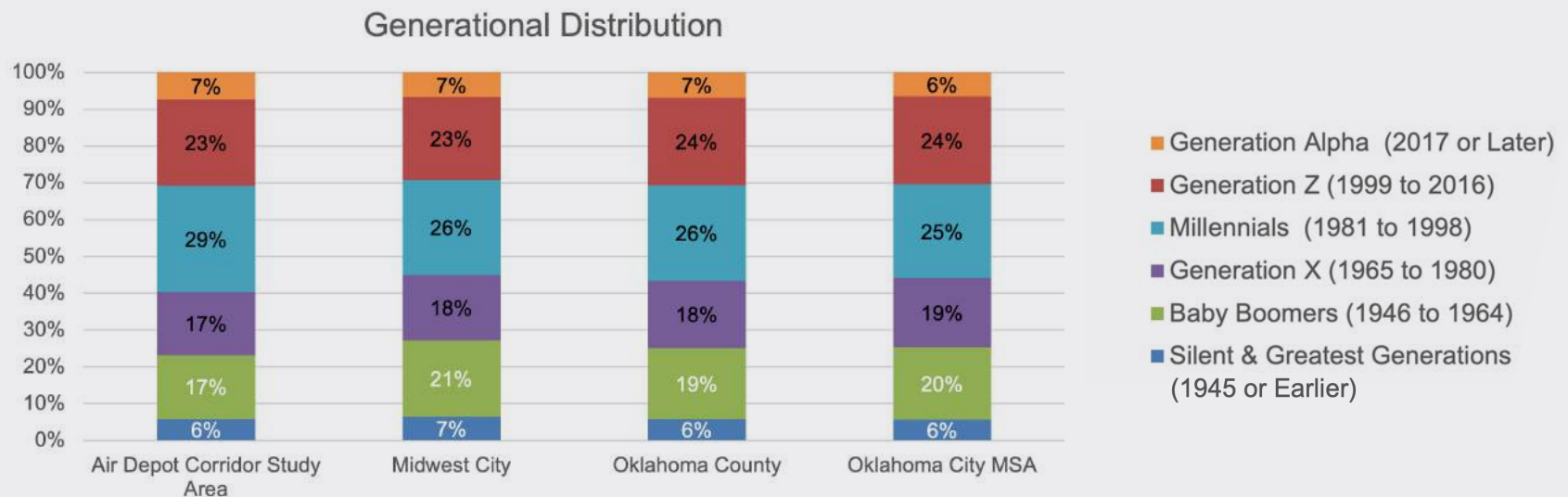
Education

Residents of Midwest City and the Air Depot Corridor have similar, albeit slightly lesser, levels of educational attainment when compared to the Oklahoma County and the MSA. Throughout the MSA, nearly 32% of residents ages 25 and older have received a bachelor's degree or higher, while just under 22% of residents within Midwest City have achieved the same feat. Similarly, there is a slightly greater proportion of residents in Midwest City and the Air Depot Corridor that have a high school diploma or GED as their highest level of educational attainment. An educated workforce is important to support and provide the necessary labor pool for economic development efforts and growth, as talented and educated workers generally hold higher-paying jobs. Ancillary to that fact comes increased disposable income, which provides the means for additional development of retail goods and services. Access to this educated labor force is also important for companies located within the city and the surrounding region.

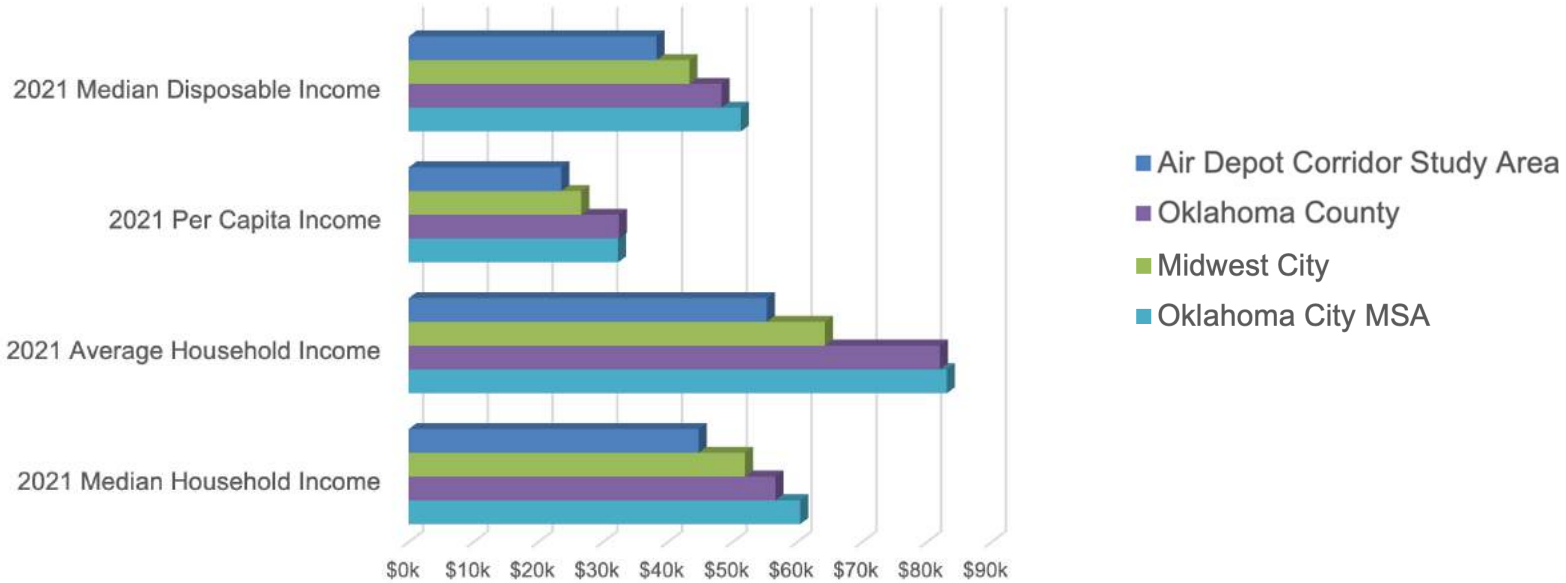
Income

Households earning between \$50,000 to \$74,999 make up the largest share within the Air Depot Corridor (22.6%), which is consistent with the income distribution observed throughout Midwest City. However, there is a notably smaller percentage of households earning more than \$100,000 within the City and Corridor when compared to the MSA.

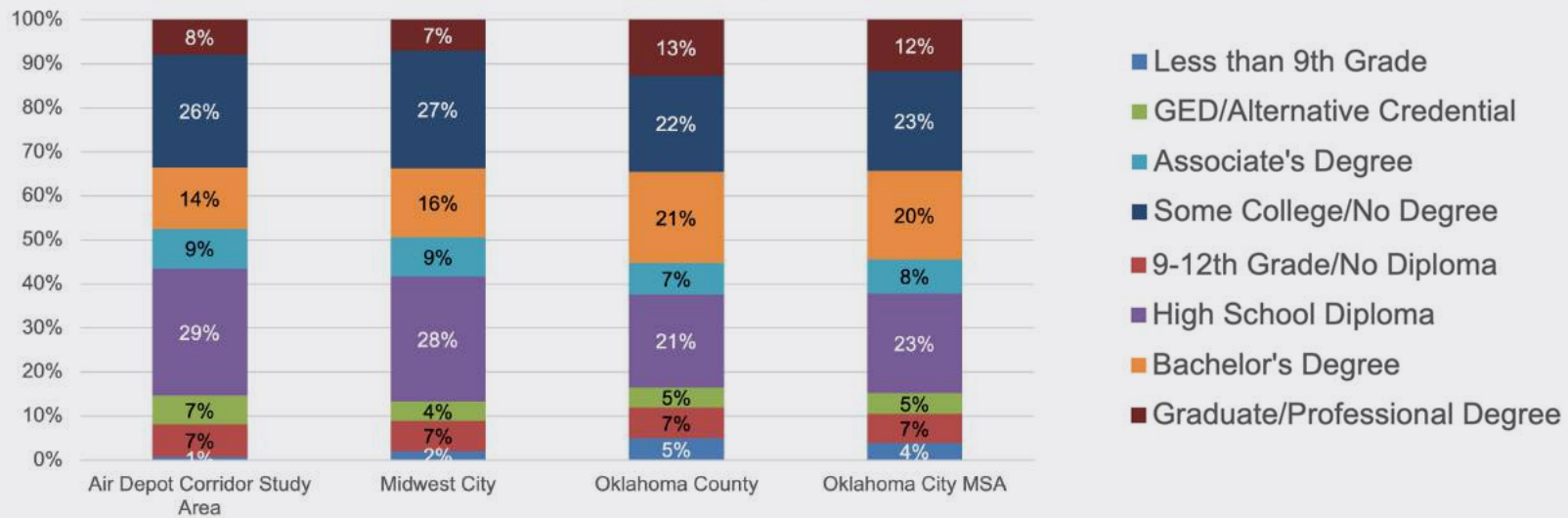
Midwest City has a median household income of \$51,915, which lags slightly behind the median household income of \$60,428 observed throughout the MSA. The Air Depot Corridor has a median household income of \$44,742, which registers significantly below the MSA and city income level. Similarly, average household incomes within the Air Depot Corridor register lower than Midwest City and the larger MSA.



Income



Educational Attainment (Ages 25+)



Housing

The housing stock that currently exists in Midwest City is made up primarily of single family detached residential units (76%), while the remainder of the housing units are spread across 1-unit attached unit or 2+ units, which remains consistent with the greater Oklahoma City MSA. However, the Air Depot Corridor has a more diverse mix of housing stock, as only 56% of units register as single family detached, while approximately 30% of units are characterized by 3 to 19 unit structures.

When comparing owner-occupied vs renter-occupied housing units, Midwest City along with the greater Oklahoma City MSA has remained consistent without much change between 2010 and 2021 with 35%-41% owner-occupied units versus 59-65% renter-occupied units.

Median home values in the Air Depot Corridor Study Area (\$153k) and Midwest City (\$140k) are slightly lower than the surrounding Oklahoma County (\$185k) and Oklahoma City MSA (\$186k). Approximately 46% of the Air Depot Corridor Study Area and 50% of Midwest City housing units had median values of \$50k to \$150k.



Source: Realtor.com

| Occupancy | Air Depot Corridor | Midwest City | Oklahoma County | Oklahoma City MSA |
|----------------------------|--------------------|--------------|-----------------|-------------------|
| 2010 Owner-Occupied Units | 47% | 60% | 60% | 65% |
| 2010 Renter-Occupied Units | 53% | 40% | 40% | 35% |
| 2021 Owner-Occupied Units | 46% | 60% | 59% | 65% |
| 2021 Renter-Occupied Units | 54% | 40% | 41% | 35% |

| Housing Type | Air Depot Corridor | Midwest City | Oklahoma County | Oklahoma City MSA |
|------------------|--------------------|--------------|-----------------|-------------------|
| 1 Detached Unit | 56% | 76% | 70% | 72% |
| 1 Attached Unit | 3% | 4% | 3% | 2% |
| 2 Units | 2% | 1% | 2% | 2% |
| 3 or 4 Units | 9% | 3% | 4% | 3% |
| 5 to 9 Units | 9% | 5% | 7% | 6% |
| 10 to 19 Units | 11% | 4% | 5% | 4% |
| 20 to 49 Units | 5% | 2% | 2% | 2% |
| 50 or More Units | 3% | 3% | 4% | 3% |
| Mobile Homes | 3% | 2% | 3% | 5% |

Employment Composition

As part of the analysis, a comparison of industry composition within the Air Depot Corridor and city limits was conducted. This comparison allows us to assess the character of the Air Depot Corridor in contrast to a more wide-ranging geography. The analysis underscores several key similarities, as well as differences. Retail Trade is the primary business type in the Air Depot Corridor (14.3%) as well as Midwest City as a whole (17.1%). Other Services and Real Estate, Rental & Leasing each constitute 11.8% of employment within the Corridor, while a similar percentage of “Other Services” businesses are represented throughout the city. An observation gleaned from the analysis illustrates that the proportion of Real Estate, Rental & Leasing in the Air Depot Corridor is nearly double the proportion present throughout the city. Similarly, Health Care related businesses and Professional, Scientific, and Tech Services make up less than 10% of businesses each.

| Industries by NAICS Codes | Air Depot Corridor | | Midwest City | | Air Depot Corridor | | Midwest City | |
|--|--------------------|---------|--------------|---------|--------------------|---------|--------------|---------|
| | Businesses | | | | Employees | | | |
| | Number | Percent | Number | Percent | Number | Percent | Number | Percent |
| Agriculture, Forestry, Fishing & Hunting | 0 | 0.0% | 5 | 0.3% | 0 | 0.0% | 13 | 0.1% |
| Mining | 0 | 0.0% | 2 | 0.1% | 0 | 0.0% | 17 | 0.1% |
| Utilities | 0 | 0.0% | 3 | 0.2% | 0 | 0.0% | 91 | 0.4% |
| Construction | 6 | 3.7% | 62 | 3.6% | 18 | 0.9% | 424 | 1.9% |
| Manufacturing | 1 | 0.6% | 30 | 1.7% | 0 | 0.0% | 228 | 1.0% |
| Wholesale Trade | 1 | 0.6% | 19 | 1.1% | 4 | 0.2% | 198 | 0.9% |
| Retail Trade | 23 | 14.3% | 294 | 17.1% | 319 | 15.6% | 5,173 | 23.3% |
| Motor Vehicle & Parts Dealers | 1 | 0.6% | 52 | 3.0% | 52 | 2.5% | 1,203 | 5.4% |
| Furniture & Home Furnishings Stores | 1 | 0.6% | 3 | 0.2% | 4 | 0.2% | 8 | 0.0% |

| Industries by NAICS Codes | Air Depot Corridor | | Midwest City | | Air Depot Corridor | | Midwest City | |
|--|--------------------|---------|--------------|---------|--------------------|---------|--------------|---------|
| | Businesses | | | | Employees | | | |
| | Number | Percent | Number | Percent | Number | Percent | Number | Percent |
| Electronics & Appliance Stores | 0 | 0.0% | 6 | 0.3% | 0 | 0.0% | 121 | 0.5% |
| Bldg Material & Garden Equipment & Supplies Dealers | 2 | 1.2% | 15 | 0.9% | 10 | 0.5% | 346 | 1.6% |
| Food & Beverage Stores | 3 | 1.9% | 37 | 2.2% | 155 | 7.6% | 971 | 4.4% |
| Health & Personal Care Stores | 6 | 3.7% | 45 | 2.6% | 42 | 2.1% | 444 | 2.0% |
| Gasoline Stations | 0 | 0.0% | 12 | 0.7% | 0 | 0.0% | 40 | 0.2% |
| Clothing & Clothing Accessories Stores | 3 | 1.9% | 20 | 1.2% | 9 | 0.4% | 134 | 0.6% |
| Sport Goods, Hobby, Book, & Music Stores | 1 | 0.6% | 18 | 1.0% | 2 | 0.1% | 745 | 3.4% |
| General Merchandise Stores | 4 | 2.5% | 25 | 1.5% | 33 | 1.6% | 905 | 4.1% |
| Miscellaneous Store Retailers | 2 | 1.2% | 33 | 1.9% | 12 | 0.6% | 256 | 1.2% |
| Nonstore Retailers | 1 | 0.6% | 28 | 1.6% | 0 | 0.0% | 0 | 0.0% |
| Transportation & Warehousing | 1 | 0.6% | 17 | 1.0% | 3 | 0.1% | 192 | 0.9% |
| Information | 3 | 1.9% | 29 | 1.7% | 14 | 0.7% | 276 | 1.2% |
| Finance & Insurance | 13 | 8.1% | 116 | 6.8% | 55 | 2.7% | 705 | 3.2% |
| Central Bank/Credit Intermediation & Related Activities | 10 | 6.2% | 57 | 3.3% | 49 | 2.4% | 520 | 2.3% |
| Securities, Commodity Contracts & Other Financial Investments & Other Related Activities | 0 | 0.0% | 19 | 1.1% | 1 | 0.0% | 63 | 0.3% |
| Insurance Carriers & Related Activities; Funds, Trusts & Other Financial Vehicles | 2 | 1.2% | 40 | 2.3% | 5 | 0.2% | 122 | 0.6% |

| Industries by NAICS Codes | Air Depot Corridor | | Midwest City | | Air Depot Corridor | | Midwest City | |
|--|--------------------|---------------|--------------|---------------|--------------------|---------------|---------------|---------------|
| | Businesses | | | | Employees | | | |
| | Number | Percent | Number | Percent | Number | Percent | Number | Percent |
| Real Estate, Rental & Leasing | 19 | 11.8% | 117 | 6.8% | 87 | 4.3% | 982 | 4.4% |
| Professional, Scientific & Tech Services | 17 | 10.6% | 120 | 7.0% | 142 | 7.0% | 807 | 3.6% |
| Legal Services | 3 | 1.9% | 31 | 1.8% | 13 | 0.6% | 129 | 0.6% |
| Management of Companies & Enterprises | 2 | 1.2% | 6 | 0.3% | 5 | 0.2% | 44 | 0.2% |
| Administrative & Support & Waste Management & Remediation Services | 4 | 2.5% | 41 | 2.4% | 15 | 0.7% | 428 | 1.9% |
| Educational Services | 5 | 3.1% | 40 | 2.3% | 849 | 41.6% | 3,126 | 14.1% |
| Health Care & Social Assistance | 15 | 9.3% | 228 | 13.3% | 126 | 6.2% | 3,429 | 15.5% |
| Arts, Entertainment & Recreation | 1 | 0.6% | 25 | 1.5% | 10 | 0.5% | 219 | 1.0% |
| Accommodation & Food Services | 13 | 8.1% | 142 | 8.3% | 283 | 13.9% | 2,817 | 12.7% |
| Accommodation | 0 | 0.0% | 12 | 0.7% | 0 | 0.0% | 232 | 1.0% |
| Food Services & Drinking Places | 13 | 8.1% | 130 | 7.6% | 283 | 13.9% | 2,585 | 11.7% |
| Other Services (except Public Administration) | 19 | 11.8% | 237 | 13.8% | 99 | 4.8% | 1,171 | 5.3% |
| Automotive Repair & Maintenance | 4 | 2.5% | 43 | 2.5% | 34 | 1.7% | 211 | 1.0% |
| Public Administration | 2 | 1.2% | 59 | 3.4% | 12 | 0.6% | 1,720 | 7.8% |
| Unclassified Establishments | 17 | 10.6% | 125 | 7.3% | 1 | 0.0% | 99 | 0.4% |
| Total | 161 | 100.0% | 1,717 | 100.0% | 2,042 | 100.0% | 22,159 | 100.0% |

RESIDENTIAL DEMAND

Owner-Occupied Demand

To estimate the Corridor's potential to absorb additional residential development, residential demand was calculated for Oklahoma County and calibrated to gauge the potential demand for Air Depot Boulevard. The capture rate was calculated using historical building permit data from Midwest City, in light of physical opportunities within the Corridor and future household projections. The demand for residential units is ultimately a function of projected growth across the greater region, subject to suitable land and the ability to obtain entitlements. Though regional demand may be strong, the amount of available land and existing context throughout the Corridor may limit future residential growth.

To configure and better understand the potential demand, it was analyzed by corresponding income range, age groups, and product type (owner and renter-occupied). This level of analysis allows for a significantly greater understanding of the potential product types in demand as the associated groupings represent different preferences in terms of home typologies. The tables below represent the qualifying income associated with the affordable range of home values/ rental rates for owner and renter-occupied households.



Qualifying Incomes for Owner-Occupied Housing

| | | | | | | | |
|--------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Home Value | Less than | \$100,000 | \$150,000 | \$200,000 | \$250,000 | \$350,000 | \$450,000 |
| | \$100,000 | \$150,000 | \$200,000 | \$250,000 | \$350,000 | \$450,000 | And above |
| Qualifying Income | Less than | \$35,000 | \$50,000 | \$75,000 | \$100,000 | \$150,000 | \$200,000 |
| | \$35,000 | \$50,000 | \$75,000 | \$99,999 | \$149,000 | \$200,000 | And above |

Qualifying Incomes for Renter-Occupied Housing

| | | | | | |
|-------------------|-----------|----------|----------|-----------|-----------|
| Monthly Rent | \$500 | \$750 | \$1,000 | \$1,500 | \$2,000 |
| | \$750 | \$1,000 | \$1,500 | \$2,000 | And above |
| Qualifying Income | Less than | \$35,000 | \$50,000 | \$75,000 | \$100,000 |
| | \$35,000 | \$50,000 | \$75,000 | \$100,000 | And above |

Our analysis revealed that Oklahoma County is projected to gain roughly 2,815 total new households on an annual basis over the next five years (Esri) due to net migration and natural increase (residents entering the homebuying life stage). The projected annual household growth is anticipated to generate potential demand for 1,458 new households based on the number of households that meet the criteria of qualified earners. However, potential demand for new owner-occupied households is also significantly influenced by the potential capture of existing renter and owner-occupied households in turnover; represented by both existing owner (6,171) and renter-occupied (11,973) households. The total potential demand for new households in the region is anticipated to exceed 19,500 on an annual basis for the region. Those existing households who anticipate purchasing a new house upon moving, coupled with net new qualified earner households, total a potential regional demand of 7,629 on an annual basis.

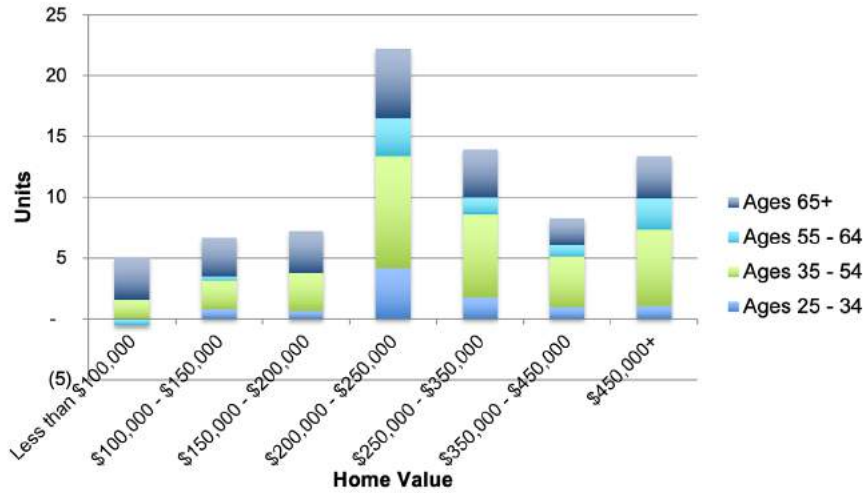
As a result, across all income categories, our projections show that the Air Depot Corridor has the potential to capture 76 new owner-occupied units annually based on a conservative capture rate, of which, there is demand for over 47% of total new homes valued above \$250,000 (36).

To better understand the owner-occupied residential demand, the analysis broke down demand not only by income categories, but also by age groups, and ultimately translated into a variety of owner-occupied product types. The consumer preferences between age groups illustrate a desire and ability for the Corridor to offer a variety of home typologies and product types, based on context and location, among other factors. The chart below illustrates the potential annual demand for owner-occupied housing by age group within the Air Depot Corridor.

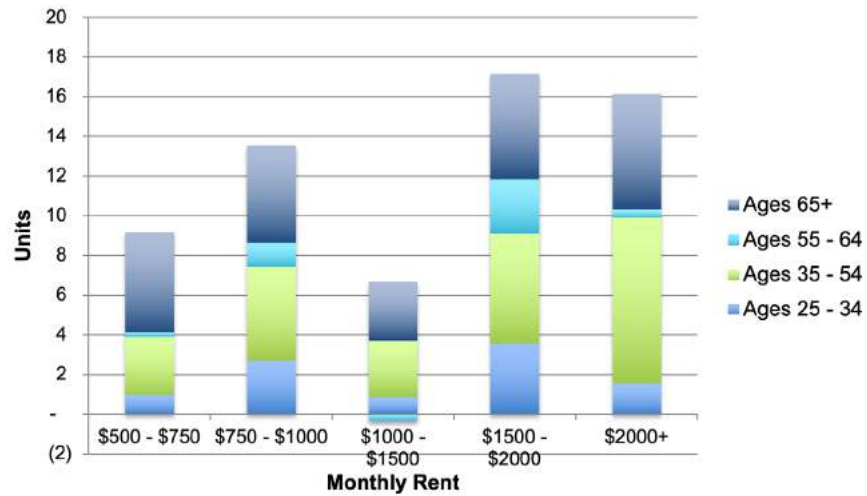
Renter-Occupied Demand

The analysis of renter-occupied housing demand was conducted in the same manner. As a result, it was revealed that there is potential demand for 62 units of renter-occupied housing that the Corridor could absorb on an annualized basis. More than 53% of the total potential renter-occupied demand is anticipated to accommodate units that support market rate rents of over \$1,500 per month. As with the owner-occupied demand analysis, the 35 - 54, and 65+ age groups are anticipated to constitute more than 75% of the total renter-occupied demand.

Air Depot Corridor Annual Owner-Occupied Demand



Air Depot Corridor Annual Renter-Occupied Demand





Source: MidwestCity.org



Retail Demand

To calculate potential retail demand in square footage, Catalyst analyzed “retail gap” (potential demand in dollars less the existing supply in dollars) within the market. The resulting retail gap or “leakage” represents the amount of dollars being spent on retail categories outside of the identified geography (Air Depot Corridor). This demand is then converted from retail spend (\$) into square feet of retail space demand using annual retail sales assumptions by category.

Catalyst analyzed retail leakage from residential households within 8-minutes of the intersection of Air Depot Blvd. and Reno Ave. This geography establishes the Primary Trade Area (PTA), which defines the area from which most customers are willing to travel to acquire goods and services. Additional drivers of retail demand can include the regional student population, local workforce, commuter traffic, and event visitors. Most often, the residential component of the community provides up to 80% of total retail demand in each market, while other drivers constitute a smaller portion of the overall demand. In the case of Air Depot Corridor, local households and the associated spending generate unmet demand for nearly 75,000 square feet of retail development.

Commuter demand is a result of demand generated through the potential capture of a small percentage of total commuter traffic passing by a given location. According to the Oklahoma Department of Transportation (ODOT), there was an average of 20,700 daily vehicles traveling along Air Depot Blvd. north of SE 15th St, while SE 15th St saw an average of 16,800 daily vehicles to the east of Air Depot Blvd. Currently, commuter demand is responsible for generating more than 4,500 square feet of retail demand alone.

Workforce-generated demand represents another strong component of the overall retail demand, especially with regards to daytime population and goods and services that facilitate the workers' lives. The Air Depot Corridor has a current employment of 2,042 employees, which results in the generation of more than 28,000 square feet of unmet demand. Typical goods and services that are driven by workforce and commuters generally include: Grocery stores, Health and Beauty stores, Gas stations, General Merchandise stores, Office Supply stores, Sporting Goods stores, and Restaurants and Eating establishments.

The following categories have the largest amount of unmet demand, accounting for a large portion of the total unmet demand of 106,618 square feet: Department Stores, Automobile Dealers, Furniture and Home Furnishings Stores, General Merchandise Stores, and Restaurants/ Eating Places.

| Potential Supportable Retail Square Footage by Retail Category | | | | | | |
|---|--------------|------------------|-----------------|--------------------|--------------|--|
| Category | NAICS | Workforce | Commuter | Residential | Total | |
| Automobile Dealers | 4411 | - | - | 10,596 | 10,596 | |
| Other Motor Vehicle Dealers | 4412 | - | - | 6,492 | 6,492 | |
| Auto Parts, Accessories & Tire Stores | 4413 | - | 135 | - | 135 | |
| Furniture & Home Furnishings Stores | 442 | - | - | 8,483 | 8,483 | |
| Furniture Stores | 4421 | - | - | 6,358 | 6,358 | |
| Home Furnishings Stores | 4422 | - | - | 2,436 | 2,436 | |
| Bldg. Material & Supplies Dealers | 4441 | - | - | 4,425 | 4,425 | |
| Lawn & Garden Equip & Supply Stores | 4442 | - | - | 1,458 | 1,458 | |
| Grocery Stores | 4451 | 3,186 | 483 | 1,769 | 5,438 | |
| Specialty Food Stores | 4452 | - | - | 2,093 | 2,093 | |
| Beer, Wine & Liquor Stores | 4453 | - | - | 211 | 211 | |

Potential Supportable Retail Square Footage by Retail Category

| Category | NAICS | Workforce | Commuter | Residential | Total |
|--|----------|---------------|--------------|---------------|----------------|
| Health & Personal Care Stores | 446,4461 | 3,882 | 185 | 906 | 4,974 |
| Gasoline Stations | 447,4471 | 7,267 | 2,250 | - | 9,517 |
| Clothing Stores | 4481 | 724 | 185 | 2,619 | 3,528 |
| Shoe Stores | 4482 | 498 | 170 | 528 | 1,196 |
| Jewelry, Luggage & Leather Goods Stores | 4483 | 796 | 170 | 714 | 1,680 |
| Sporting Goods/Hobby/Musical Instr. Stores | 4511 | 431 | 170 | - | 601 |
| Book, Periodical & Music Stores | 4512 | - | - | 1,504 | 1,504 |
| Department Stores Excluding Leased Depts. | 4521 | 1,412 | 170 | 14,552 | 16,134 |
| Other General Merchandise Stores | 4529 | 3,982 | 170 | 2,932 | 7,084 |
| Florists | 4531 | - | - | - | - |
| Office Supplies, Stationery & Gift Stores | 4532 | 1,460 | 170 | 816 | 2,446 |
| Used Merchandise Stores | 4533 | - | - | - | - |
| Other Miscellaneous Store Retailers | 4539 | - | - | 3,853 | 3,853 |
| Special Food Services | 7223 | - | - | 272 | 272 |
| Drinking Places - Alcoholic Beverages | 7224 | - | - | 470 | 470 |
| Restaurants/Other Eating Places | 7225 | 4,977 | 256 | - | 5,233 |
| | | 28,615 | 4,515 | 73,487 | 106,618 |

OPEN HOUSE FEEDBACK

Public input is an important part of the planning process. Feedback provides valuable insight that City officials and planners can use while developing goals and recommendations for the transportation network. Community outreach began at the outset of the planning process for the Air Depot Corridor. On January 22, 2022, Catalyst conducted an open house with staff and local stakeholders to gather input on key challenges, visioning, priorities, and core values.



Key Takeaways:

- Limited recreation
- Desire for new businesses
- High traffic volumes
- 29th street conditions
- Homelessness
- Physical attributes don't represent the spirit of the residents
- Signage - cluttered & hard to navigate business
- Aesthetics
- Desire more viable long-term quality developments
- Too many curb cuts, traffic patterns
- Lower household incomes
- Increased vacancy
- Repetition of uses
- Poor lighting
- Railroad tracks create barrier
- Perception of crime
- Too many driveways
- Low quality/discount uses
- Desire for improved traffic safety
- Remove visual clutter
- Business beautification/road beautification
- Fragmented ownership creates disconnect
- Disrupted pedestrian flow
- Auto dependency
- Aging buildings



Source: Trip101.com

What does success look like? What is the vision for the Corridor?

- Unique Lighting
- Street Signs
- Help from City
- Cohesive planning
- Supportive zoning & planning
- Gateway that supports the patriotic spirit
- Unique small boutiques
- More sidewalk, trails,
- Stronger business partnerships
- More mixed use
- Active rail

What is one word to describe Midwest City?

- Crossroads
- Tinker Air Force Base
- Unique
- Patriotic
- Young
- Dilapidated
- Diverse
- Deliberate
- Friendly
- Stable
- Home
- Historic

What are the strengths of the Air Depot Corridor?

- Traffic easy to get around easy to find anything you want
- Variety + volume of business
- Proximity to OKC (15-20 mins)
- History + Tradition
- Moves well
- Good traffic counts
- All utilities
- Location to base
- Good start to revitalization
- Everyone knows Air Depot
- Pride in being MWC
- Proximity to Rose State
- Good variety
- Accessible to I-40
- Affordable housing
- Main gate access to Tinker
- Working with the City

What is the top priority for Air Depot Corridor?

- Divide tax money evenly
- A plan w/rendering supported with cohesive ordinances and financial support for the upgrades
- Face lift of buildings to approval curb appeal
- Aesthetics improvement
- Lighting & appearance
- Beautification
- Safety

What are the desired uses for the Air Depot Corridor?

- Specialty Grocery Store
- Business to attract younger ages
- Unique Boutiques
- Patio concepts with outdoor dining
- Public art
- Health food store
- Trails, pocket parks,
- Stronger policies and codes to protect the Corridor
- Mixed use development
- Higher end restaurant options
- Indoor recreation opportunity
- Increased parks and open space

DESIGN WORKSHOP FEEDBACK

On April 25, 2022, a design workshop was held that included representatives from the Midwest City Staff, Corridor Stakeholders, Catalyst Commercial, JHP, and Kimley-Horn to discuss key challenges, visioning, priorities, and core values. Below are the notes from that workshop.



Source: Travelok.com

Community Concerns

- Incentivize alternate roadways to reduce traffic on Air Depot Blvd.
- No street parking
- Decrease the number of driveways
- Slow traffic
- City incentive strategy
- Timeline
- South Gate on Air Depot Blvd. and related pedestrian traffic from high school
- Continue the use of aircraft names to highlight the city's history and character

Workshop Recap

- Location of parking for different uses
- Standardize or improve setback design – east side has more setback, continue to use this setback standard
- Golden Corral - great trail head, vacant land behind
- Clean up continuing turn lanes
- Curb cut consolidation - policy connecting different lots through cross access.
- Public investment
- Proposed connection on Eddy for better connection to the school
- Vacant land behind the Golden Palace - shopping center needs investment, could add secondary pedestrian paths, needs intersection improvements, needs improved trail
- Add landscaping at 15th and Air Depot Blvd for CVS beautification
- Apartment complex Reno and Air Depot in need of sidewalk
- Bus stops, look at loading off street or reducing service
- Demo Funds - \$100,000 fund, used towards economic development
- Use of aircraft names

IMPLEMENTATION RECOMMENDATIONS

The following pages show the proposed character, the proposed streetscape, overall implementation recommendations, and phased implementation recommendations. These recommendations took into account the feedback from the resident and staff workshops. The phased implementation recommendations work generally from north to south. A phased approach is recommended in order to reduce the timeline of implementing those recommendations and to increase the ability to secure funding for those projects that Midwest City wishes to begin.





ECONOMIC DEVELOPMENT

ED1. Create Corridor specific incentives to attract quality uses, increase jobs, and improve economic viability and sustainability of the Corridor (timing in year 1).

ED2. Create a unified marketing and branding strategy, possibly with the inclusion of an aircraft theme (timing in year 2 at an estimated cost of \$35k).

ED3. Work with nonprofits to mitigate homelessness and the associated issues related to homelessness (timing in year 1).

ED4. Align targeted uses with household incomes that these uses will serve (timing in year 1).

ED5. Increase use of mixed-use developments to improve land efficiency (timing in year 1).

ED6. Accommodate recreational uses to support health of residents (timing in year 1).

ED7. Develop a recruitment strategy to improve Corridor merchandising (timing in year 1).



MOBILITY & SAFETY

MS1. Reduce auto dependency by improving sidewalks, increasing trails, and linking to local assets. This will mitigate pedestrian vs car competition to use the same space to travel (timing in year 2).

MS2. Continue the Traffic and Safety Commission and consider expanding their purview to continuously review traffic issues, particularly related to pedestrian vs car traffic crashes. Involve other city staff/stakeholders (timing in year 1).

MS3. Work with and provide input to local bus system on bus stop locations. Consider loading/unloading locations, scheduling/timing, efficiency, and service area (timing in year 1).

MS4. Work with local health and sport clubs to identify gaps in mobility within the City. Consider sport social media heat maps to identify locations where expansion of the multimodal trail system could serve a greater number of users. Connection of these protected multimodal trails to commercial areas will reduce vehicle traffic and increase mobility for the community as a whole (timing in year 1).

MS5. Encourage alternative signage (ex. monument signs) along the Corridor to increase visibility for drivers and pedestrians entering or exiting private drives.



REVITALIZATION

R1. Establish Demo-Rebuild program to demolish, acquire, or renovate uses. This program could be used for the City to purchase strategic lots and bid the lots out for redevelopment with City-controlled design standards (timing in year 3).

R2. Identify vacant or underused buildings or commercial land. Work with property owners to establish goals and a strategy for inclusion of these properties in the City economy (timing in year 1).

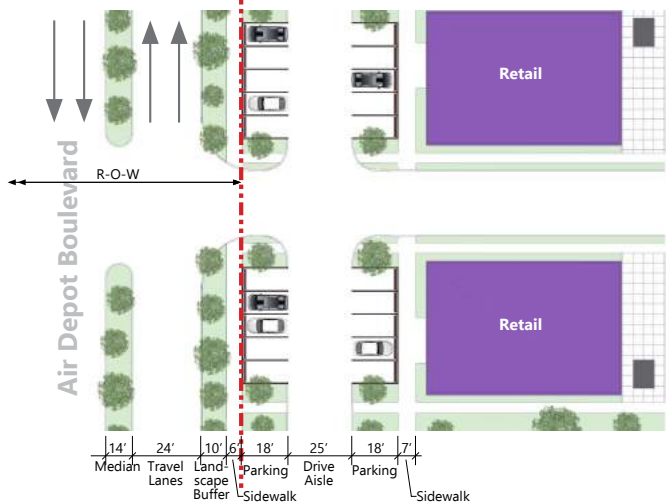
R3. Identify repeat code offenses of commercial properties and establish a strategy to bring these businesses into compliance (timing in year 2).

AIR DEPOT CORRIDOR PROPOSED STREETScape



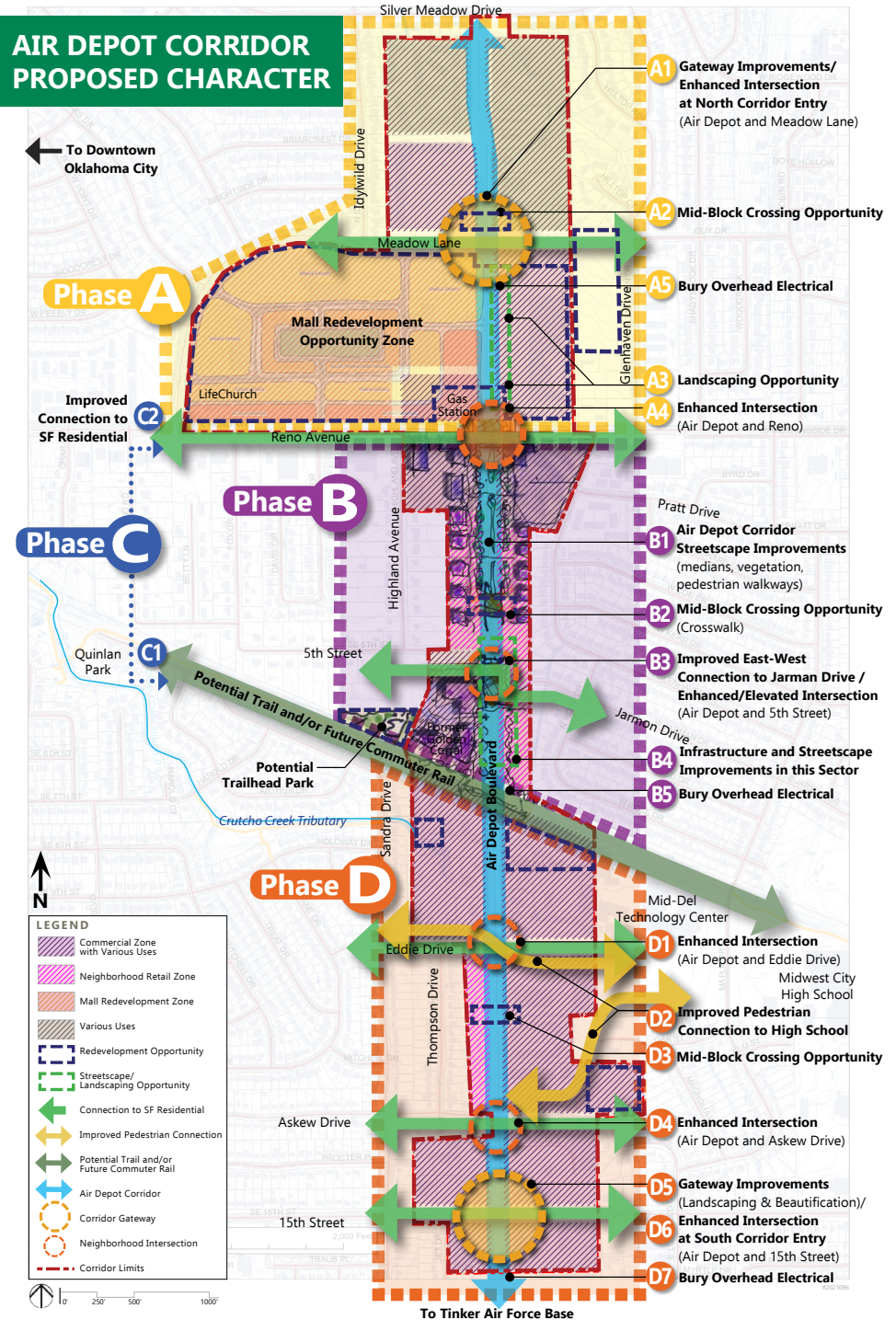
Redevelopment Scenario (Building Closer to Curb and Parking Behind and Between)

AIR DEPOT CORRIDOR PROPOSED STREETScape

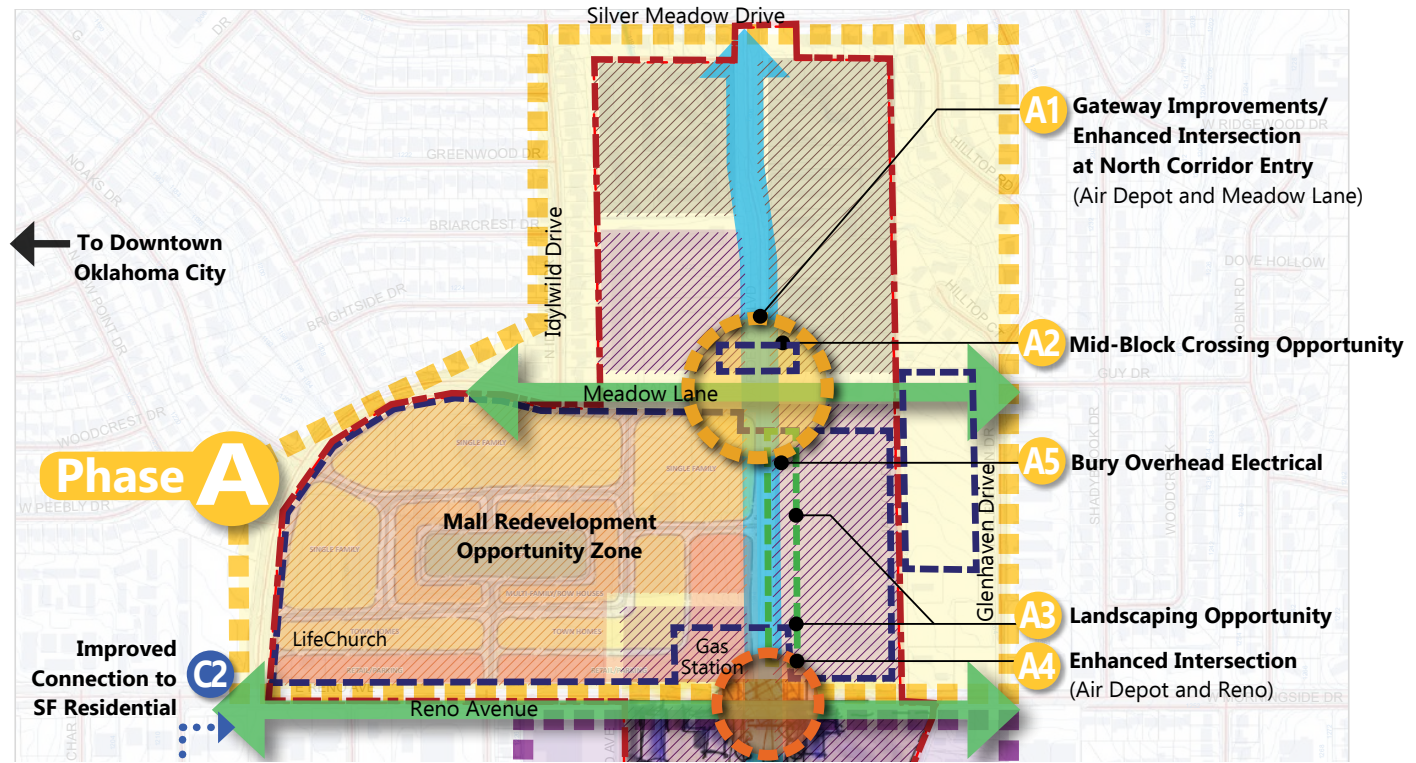


Existing Scenario (Parking in Front with Reduced Curb Cuts)

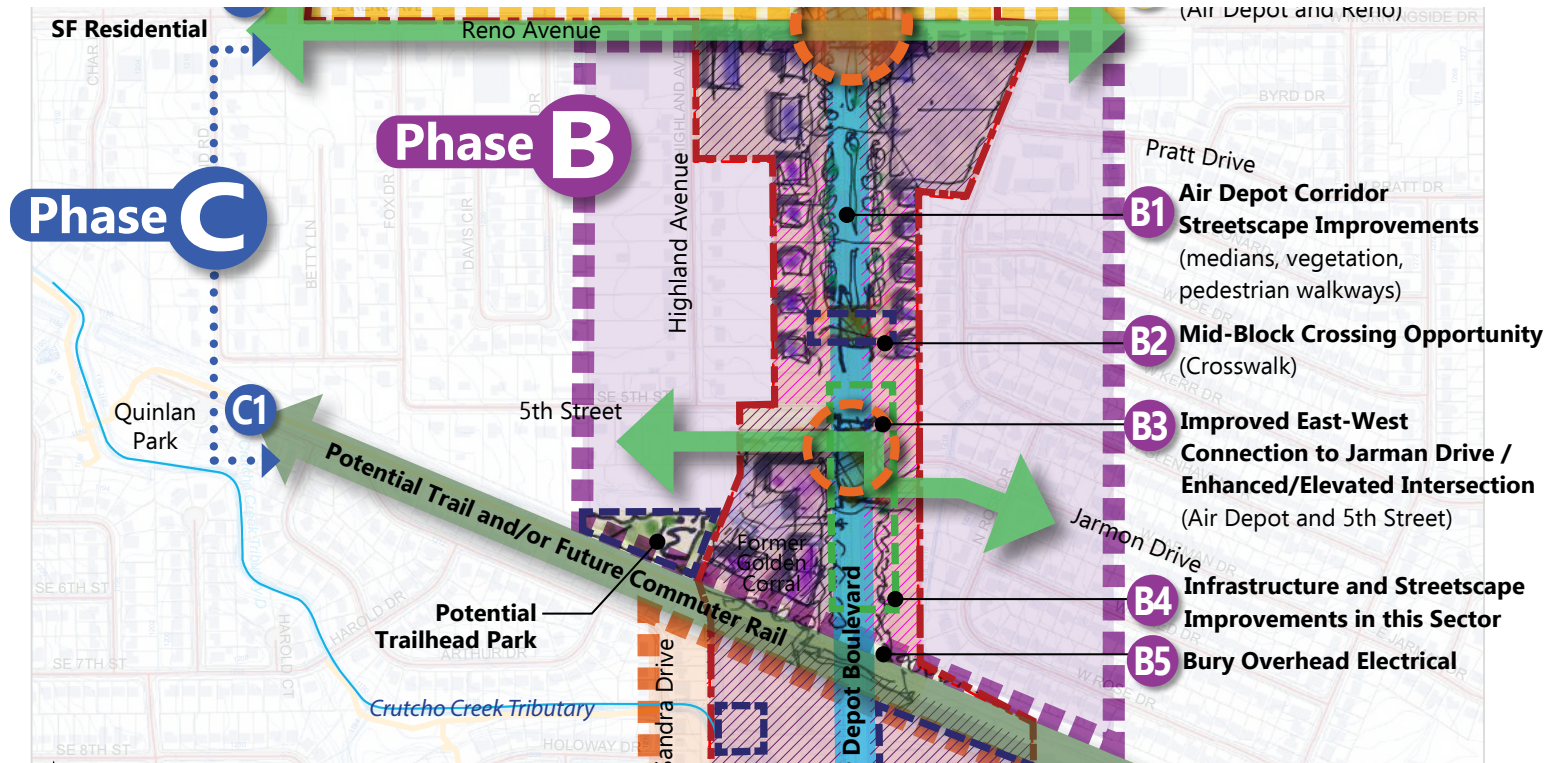
AIR DEPOT CORRIDOR PROPOSED CHARACTER



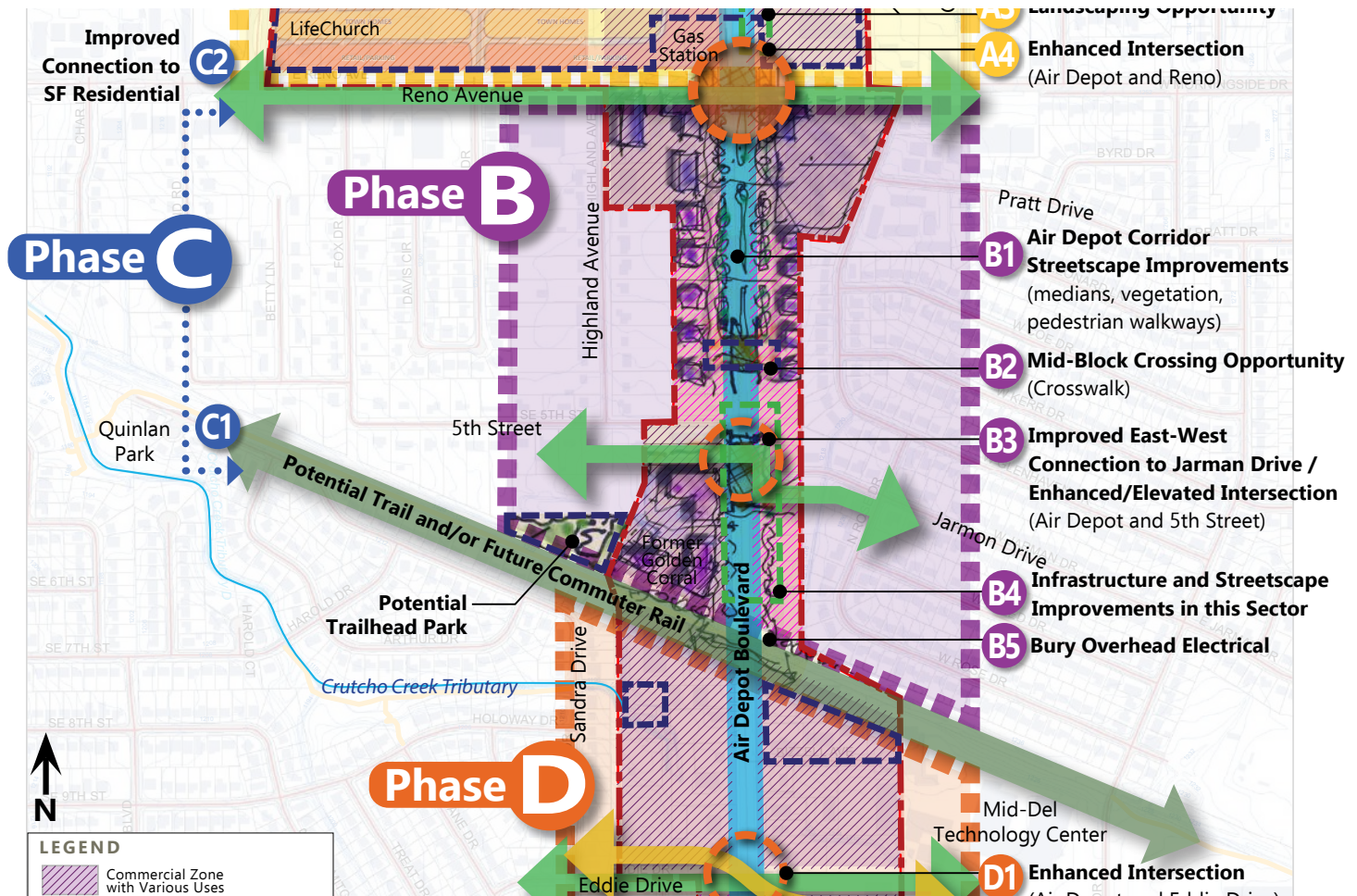
To Tinker Air Force Base



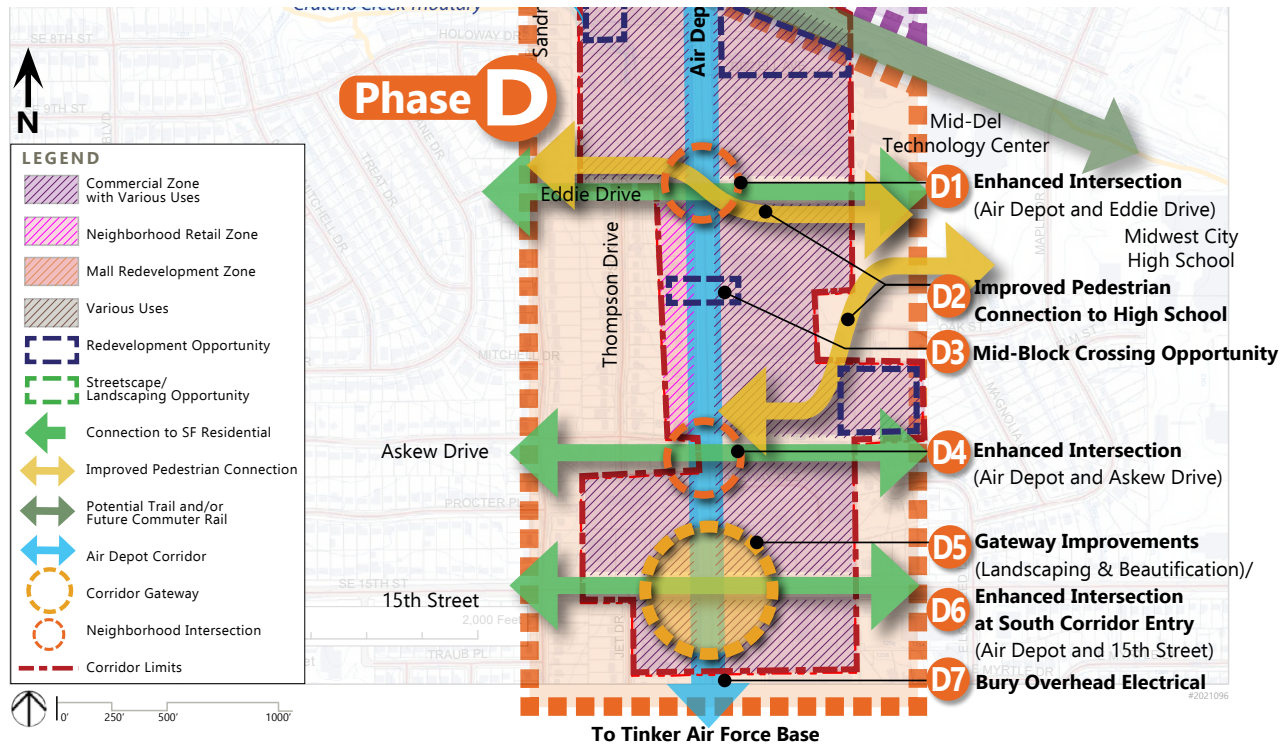
| Phase A | | Estimated Cost |
|---------|--|--------------------------------|
| A1 | Gateway improvements/enhanced intersection at north Corridor entry (Air Depot Boulevard and Meadow Lane) | \$40,000 - \$150,000 |
| A2 | Mid-block crossing opportunity north of Meadow Lane | \$50,000-\$250,000 |
| A3 | Landscaping opportunities between Meadow Lane and Reno Avenue | \$100,000-\$500,000 |
| A4 | Enhanced intersection (Air Depot Boulevard and Reno Avenue) | \$250,000-\$1,500,000 |
| A5 | Bury overhead electrical between Silver Meadow Drive and Reno Avenue | \$2,000,000 (\$2,000,000/mile) |



| Phase B | | Estimated Cost |
|-----------|--|--------------------------------|
| B1 | Air Depot Corridor streetscape improvements (medians, vegetation, pedestrian walkways) | \$1,000,000-\$5,000,000+/mile |
| B2 | Mid-block crossing opportunity (crosswalk) north of 5th Street | \$50,000-\$250,000 |
| B3 | Improved east-west connection to Jarman Drive, enhanced/elevated intersection - Air Depot Boulevard and 5th Street | \$100,000-\$500,000 |
| B4 | Infrastructure and streetscape improvements between 5th Street and rail easement | \$1,000,000-\$5,000,000+/mile |
| B5 | Bury overhead electrical between Reno Avenue and rail easement | \$1,000,000 (\$2,000,000/mile) |



| Phase C | | Estimated Cost |
|---------|---|---|
| C1 | Potential trail and/or future commuter rail | \$100,000 - \$500,000 (trailhead and amenities) |
| C2 | Improved connection to SF residential | \$250,000 - \$500,000 |



| Phase D | | Estimated Cost |
|---------|---|--------------------------------|
| D1 | Enhanced intersection - Air Depot and Eddie Drive | \$250,000-\$1,500,000 |
| D2 | Improved pedestrian connection to high school | \$250,000 - \$400,000 |
| D3 | Mid-block crossing opportunity south of Eddie Drive | \$50,000-\$250,000 |
| D4 | Enhanced intersection - Air Depot and Askew Drive | \$250,000-\$1,500,000 |
| D5 | Gateway improvements around 15th Street (landscaping and beautification) | \$40,000 - \$150,000 |
| D6 | Enhanced intersection at south Corridor entry (Air Depot and 15th Street) | \$250,000-\$1,500,000 |
| D7 | Bury overhead electrical between rail easement and Peach Street | \$1,500,000 (\$2,000,000/mile) |



The City Of Midwest City Neighborhood Services Department

Code Enforcement • Neighborhood Initiative
8726 SE 15th Street, Midwest City, OK 73110
(405) 739-1005

Date: January 10, 2023

To: Honorable Mayor and City Council

From: Mike S. Stroh, Neighborhood Services Director

Subject: Discussion, consideration and possible action including any amendments, of an update to a resolution declaring the structure(s) located at **1309 LLOYD DR** a dilapidated building(s) as defined in MCO 9-2 and abatement accordingly to the Municipal Code.

MCO 9-2 (g) defines a Dilapidated building as:

(A) a structure which through neglect or injury lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the general public;

(B) a structure which is unfit for human occupancy due to the lack of necessary repairs and is considered uninhabitable or is a hazard to the health, safety, and welfare of the general public;

(C) a structure which is determined by the municipal governing body or administrative officer of the municipal governing body to be an unsecured building, as defined by paragraph (k)(11) of this Section, more than three times within any twelve-month period;

(D) a structure which has been boarded and secured, as defined by paragraph (k)(11) of this Section, for more than six (6) consecutive months; or

(E) a structure declared by the municipal governing body to constitute a public nuisance; and

On 12/27/2022, Code Enforcement staff inspected the property, and found:

1. House sustained heavy fire damage on 3/12/2022.
2. The first floor of the structure is done but not the roof or second floor.
3. Pictures from current week will be shown at meeting.
4. Report from the building official will be given at meeting.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director

RESOLUTION NO. 2022- 46

A RESOLUTION DECLARING THE STRUCTURE LOCATED AT 1309 LLOYD DR. A DILAPIDATED BUILDING AS DEFINED BY SECTION 9-2 OF THE MUNICIPAL CODE; AND SETTING DATES TO DEMOLISH AND REMOVE THE STRUCTURE FROM THE SITE.

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

WHEREAS, the City Council of the City of Midwest City, after proper notice to the property owner, conducted a public hearing regarding the structure located at **1309 LLOYD DR.** ; and

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

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

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

That the property located at **1309 LLOYD DR.** is a public nuisance for the neighborhood and community.

That the property owner must begin to repair or demolish and remove the structure from the site located at **1309 LLOYD DR.** within 10 days of the date of this resolution and have the repairs or demolition completed within 60 days of the date of this resolution. If the property owner fails to repair or demolish and remove the structure within 60 days of the date of this resolution, the City Council hereby directs the city manager to remove and abate the public nuisance and charge the abatement to the owner of the property.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma this 25 day of October, 2022.




CITY OF MIDWEST CITY, OKLAHOMA


MATTHEW D. DUKES II, Mayor

ATTEST:


SARA HANCOCK, City Clerk

APPROVED: as to form and legality this 27th day of October, 2022.


DON MAISCH, City Attorney



Apr 25, 2022 at 10:01:17 AM

Dec 27, 2022 at 09:23:19



Dec 27, 2022 at 09:22:49





The City Of Midwest City Neighborhood Services Department

• Code Enforcement • Neighborhood Initiative
8726 SE 15th Street, Midwest City, OK 73110
(405) 739-1005

Date: January 10, 2023
To: Honorable Mayor and City Council
From: Mike S. Stroh, Neighborhood Services Director
Subject: Discussion, consideration and possible action including any amendments, of an update to a resolution declaring the structure(s) located at **1401 MOORE AVE** a dilapidated building(s) as defined in MCO 9-2 and abatement accordingly to the Municipal Code

MCO 9-2 (g) defines a Dilapidated building as:

(A) a structure which through neglect or injury lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the general public;

(B) a structure which is unfit for human occupancy due to the lack of necessary repairs and is considered uninhabitable or is a hazard to the health, safety, and welfare of the general public;

(C) a structure which is determined by the municipal governing body or administrative officer of the municipal governing body to be an unsecured building, as defined by paragraph (k)(11) of this Section, more than three times within any twelve-month period;

(D) a structure which has been boarded and secured, as defined by paragraph (k)(11) of this Section, for more than six (6) consecutive months; or

(E) a structure declared by the municipal governing body to constitute a public nuisance; and

On 12/27/2022, Code Enforcement staff inspected the property, and found:

1. House sustained heavy fire damage on 12/01/2021.
2. Visually the property looks the same as it did on October 25, 2022.
3. Pictures from current week will be shown at meeting.
4. Report from the building official will be given at meeting.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director

RESOLUTION NO. 2022- 47

A RESOLUTION DECLARING THE STRUCTURE LOCATED AT 1401 MOORE AVE. A DILAPIDATED BUILDING AS DEFINED BY SECTION 9-2 OF THE MUNICIPAL CODE; AND SETTING DATES TO DEMOLISH AND REMOVE THE STRUCTURE FROM THE SITE.

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

WHEREAS, the City Council of the City of Midwest City, after proper notice to the property owner, conducted a public hearing regarding the structure located at **1401 MOORE AVE.**; and

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

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

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

That the property located at **1401 MOORE AVE.** is a public nuisance for the neighborhood and community.

That the property owner must begin to repair or demolish and remove the structure from the site located at **1401 MOORE AVE.** within 10 days of the date of this resolution and have the repairs or demolition completed within 60 days of the date of this resolution. If the property owner fails to repair or demolish and remove the structure within 60 days of the date of this resolution, the City Council hereby directs the city manager to remove and abate the public nuisance and charge the abatement to the owner of the property.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma this 25 day of October, 2022.

CITY OF MIDWEST CITY, OKLAHOMA




MATTHEW D. DUKES II, Mayor

ATTEST:


SARA HANCOCK, City Clerk

APPROVED: as to form and legality this 27th day of October, 2022.


DON MAISCH, City Attorney

Dec 27, 2022 at 09:32:43



Dec 27, 2022 at 09:33:35





Community Development Department
Billy Harless, Director
Tami Anderson, Administrative Assistant
Emily Richey, Current Planning Manager
Petya Stefanoff, Comprehensive Planner

To: Honorable Mayor and Council
From: Billy Harless, Community Development Director
Date: January 10, 2023
Subject: Discussion, consideration, and possible action on amendments to the City Ordinances of the City of Midwest City, Chapter 38, Subdivision Regulations.

As the Honorable Mayor and Council may be aware from past discussions and presentations, Council has instructed staff to evaluate and propose changes to the Subdivision Regulations to address or eliminate waivers to infrastructure improvements during smaller lot development including “lot splits,” replats and minor plats. Staff contracted with Johnson & Associates to help with this process. Johnson & Associates was selected due to their familiarity with the subdivision processes of Midwest City and the Oklahoma City metro area communities along with their experience in subdivision design.

A taskforce worked with Johnson & Associates through this process was chaired by Vice Mayor Byrne which include representation from Planning Commissioner Dawkins, developer Joel Bryant, and city staff from Public Works, Engineering and Construction Services, Community Development, and City Management. The attached ordinance was approved by the task force and was also approved by the Ordinance Review Committee.

The attached PowerPoint was part of this process and will be presented by Tim Johnson from Johnson & Associates at tonight’s meeting.

Billy Harless
Community Development Director

ER

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 38 SUBDIVISION REGULATIONS, ARTICLE I, GENERAL PROVISIONS, SECTION 38-8, FEES; ARTICLE II, DECISION-MAKER AUTHORITY, SECTION 38-13, SUMMARY TABLE OF APPLICATIONS AND DECISIONS; ARTICLE III, PLATS, SECTION 38-16, GENERAL SUBDIVISION AND PLATTING PROCEDURES, SECTION 38-19, FINAL PLAT, 38-20, MINOR PLAT, AND 38-21, REPLAT; ARTICLE VI, SUBDIVISION STANDARDS, SECTION 38-43, WATER AND WASTEWATER REQUIREMENTS, SECTION 38-44, DRAINAGE AND ENVIRONMENTAL STANDARDS, SECTION 38-45, STREET REQUIREMENTS, SECTION 38-47, SIDEWALKS, SECTION 38-51, PARKS AND OPEN SPACE DEDICATIONS, SECTION 38-52, PARKS AND OPEN SPACE DESIGN TRAILS; ARTICLE VII, RELIEF FROM SUBDIVISION STANDARDS, SECTION 38-59, PETITION FOR SUBDIVISION WAIVERS AND ADDING SECTION 38-62, FEE IN LIEU; ARTICLE VIII, DEFINITIONS, SECTION 38-65, DEFINITIONS; PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 38 Subdivision Regulations, Article I, General Provisions, Section 38-8, Fees; is hereby amended to read as follows:

Sec. 38-8. – Fees

The following fees for filing plats with the city shall be paid to the city clerk or designee at the time of submission:

Table 1: Fee Schedule

| Type of Plat | Fee |
|---------------------|---|
| Preliminary Plat | (1) Less than 10 acres- \$300.00 plus \$2.00 per lot (2) 10 through 40 acres- \$400.00 plus \$2.00 per lot (3) More than 40 acres- \$500.00 plus \$2.00 per lot |
| Final Plat | \$300.00 |
| Minor Plat | \$100.00 |
| Replat | \$300.00 |
| Amending Plat | \$150.00 |

Section 2. That the Midwest City Municipal Code, Chapter 38 Subdivision Regulations, Article II, Decision-Maker Authority, Section 38-13, Summary Table of Applications and Decisions; is hereby amended to read as follows:

Sec. 38-13 – Summary table of applications and decisions

The following table is for illustrative purposes only and if a conflict occurs between this table and the text of this Subdivision Ordinance, then the text shall govern:

Table 2: Applications and Decisions

| Article/Section | Application/Decision | City Engineer | Director of Community Development | Planning Commission | City Council |
|---------------------------------|---|----------------------|--|----------------------------------|----------------------------------|
| Article II. Sec. 38-11.4(a) | Interpretation of Conflicting Provisions | | Approve | | |
| Article II. Sec. 38-11.4(b) | Appeal of an Interpretation of Conflicting Provision | | | | Approve |
| Article V. Sec. 38-35.3(b) | Date and Notification for the Pre-Application Meeting | | Approve | | |
| Article V. Sec. 38-37.4 | Waiver of Right to 60-Day Action | | Approve | | |
| Article III. Sec. 38-17 | Sketch Plat | | Review | | |
| Article III. Sec. 38-18 | Preliminary Plat | | Review | Approve (Dual Approval Required) | Approve (Dual Approval Required) |
| Article III. Sec. 38-18.9(a) | Preliminary Plat Extension | | Approve | | |
| Article III. Sec. 38-18.9(d)(1) | Appeal of the Director's Preliminary Plat Extension Decision | | | Approve | |
| Article III. Sec. 38-18.9(d)(2) | Appeal of the Commission's Preliminary Plat Extension Decision | | | | Approve |
| Article III. Sec. 38-18.10(c) | Determination between Minor and Major Amendments to Preliminary Plats | | Approve | | |
| Article III. Sec. 38-19 | Final Plat | | Review | Approve (Dual Approval Required) | Approve (Dual Approval Required) |
| Article III. Sec. 38-20.5 | Minor Plat | | Review | Approve (Dual Approval Required) | Approve (Dual Approval Required) |
| Article III. Sec. 38-24.4 | Replat | | Review | Approve (Dual Approval Required) | Approve (Dual Approval Required) |
| Article III. Sec. 38-22.6 | Amending Plat | | Approve | | |
| Article III. Sec. 38-22.7(a) | Deferral to the Planning Commission of an Amending Plat Decision | | | Approve | |
| Article III. Sec. 38-22.8(a) | Appeal to City Council of an Amending Plat Decision made by the Planning Commission | | | | Approve |
| Article III. Sec. 38-23(b)(3) | Plat Correction Certificate | | | | Approve |

| | | | | | |
|---------------------------------|---|---------|---------|---------------------------------|---------------------------------|
| Article III. Sec. 38-24.1(b) | Plat Vacation Prior to Recordation | | | Recommend | Approve |
| Article IV. Sec. 38-27.3 | Construction Plans | Approve | | | |
| Article IV. Sec. 38-27.8 | Extension of Construction Plans | Approve | | | |
| Article IV. Sec. 38-28 | Pre-Construction Meeting | Approve | | | |
| Article IV. Sec. 38-29 | Construction Release | Approve | | | |
| Article IV. Sec. 38-31.4(c) | Letter of Final Acceptance | Approve | | | |
| Article V. Sec. 38-35.3(b) | Date and Notification for the Pre-Application Meeting | | Approve | | |
| Article V. Sec. 38-37.4 | Waiver of Right to 60-Day Action | | Approve | | |
| Article VI. Sec. 38-53.5(d) | Tree Canopy Management Plan | | Review | Approval (Dual Action Required) | Approval (Dual Action Required) |
| Article VI. Sec. 38-53.7(b) | Tree Mitigation Plan | | Review | Approval (Dual Action Required) | Approval (Dual Action Required) |
| Article VII. Sec. 38-59.3(b) | Minor Subdivision Waiver | Approve | Approve | | |
| Article VII. Sec. 38-59.3(a)(1) | Appeal to the Planning Commission/City Council of a Minor Subdivision Waiver Decision | | | Approve (First Appeal) | Approve (Second Appeal) |
| Article VII. Sec. 38-59.3(b) | Major Subdivision Waiver | | | Approve | |
| Article VII. Sec. 38-59.3(b)(1) | Appeal to the Planning Commission/City Council of a Major Subdivision Waiver Decision | | | | Approve |
| Article VII. Sec. 38-60 | Subdivision Proportionality Appeal | Review | | Recommend | Approve |
| Article VII. Sec. 38-61.7(b) | Decision by the Responsible Official on a Vested Rights Petition | Approve | Approve | | |
| Article VII. Sec. 38-61.7(c) | Decision by the Commission on a Vested Rights Petition | | | Approve | |
| Article VII. Sec. 38-61.7(d) | Decision by the City Council on a Vested Rights Petition | | | | Approve |
| Article VII. Sec. 38-61.7(e) | Appeal to the City Council of a Decision on a Vested Rights Petition | | | | Approve |

Section 3. That the Midwest City Municipal Code, Chapter 38 Subdivision Regulations, Article III, Plats, Section 38-16, General Subdivision and Platting Procedures; is hereby amended to read as follows:

Sec. 38-16. - General Subdivision and Platting Procedures

Sec. 38-16.1. Types of plats.

Table 3: Types of Plats (below) lists the various type of Plats and the purpose for each plat:

Table 3: Types of Plats

| Section | Plat | Purpose |
|---------------|------------------|--|
| Section 38-17 | Sketch Plat | As the prerequisite to the submission of any and all Plat Applications, the purpose of a Sketch Plat is to serve as a visual aid to the Applicant and Director of Community Development during the Pre-Application Meeting (Section 38-35). The Sketch Plat shall be used to identify major development considerations such as utilities, roadways, drainage concerns, comprehensive plan elements, specific neighborhood characteristics, and historic information. |
| Section 38-18 | Preliminary Plat | As the first stage in the platting approval process, the purpose of a Preliminary Plat is 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. |
| Section 38-19 | Final Plat | As the second stage in the platting approval process, the purpose of a Final Plat is to ensure that the proposed Subdivision and development of the land is consistent with all standards of this Subdivision Ordinance pertaining to the adequacy of public facilities; that Public Improvements to serve the Subdivision or development have been installed and accepted by the City or that provision for such installation has been made; and that all other requirements and conditions have been satisfied or provided for to allow the Final Plat to be recorded. |
| Section 38-20 | Minor Plat | <p>The purpose of a Minor Plat is to provide a limited means for simple land division under certain circumstances, which result in minimal lot creation.</p> <p>In circumstances where adequate infrastructure, easements, and Right of Way already exist <u>no new interior public or private roads are created to serve the Subdivision and the extension of any City facilities to serve any lot within the Subdivision is not required</u>, then a Minor Plat may be suitable as an instrument to subdivide one (1) lot into three <u>five (5)</u> or fewer lots.</p> <p>In agreement with the intent of this Subdivision Ordinance, Minor Plats are intended to ensure that public facilities are available and will have sufficient capacity to serve the proposed Subdivision. Additionally, Minor Plats are intended to ensure the future growth and development of the entire City by ensuring new development does not hinder the provision of public facilities and services to neighboring and nearby properties.</p> |
| Section 38-21 | Replat | The purpose of a Replat is to resubdivide all or any part of a previously platted subdivision, that is beyond the definition of an Amending Plat and which does not require the vacation of the entire preceding Plat. |
| Section 38-22 | Amending Plat | The purpose of an Amending Plat shall be to provide an expeditious means of making minor revisions to a recorded Plat. The Amending Plat allows these minor revisions without the need of filing a Plat Correction Certificate. Furthermore, the Amending |

| | | |
|--|--|--|
| | | Plat goes beyond the scope of a Plat Correction Certificate and provides a means to relocate any lot line or to combine lots. An Amending Plat does not allow for the creation of new lots and is designed only to modify existing recorded Plats. |
|--|--|--|

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Sec. 38-16.2. Plats required for land subdivision.

A final plat or minor plat shall be approved prior to any land division that is subject to these regulations and prior to commencement of any new development.

Sec. 38-16.3. ~~Replats and amending~~ Amending plats.

~~(a) — *Replat.* A replat in accordance with state law and the provisions of section 38-21, Replat, shall be required any time a platted, recorded lot is further divided or expanded, thereby changing the boundary and dimensions of the property.~~

(a) ~~(b)~~ *Amending plat.* In the case of minor revisions to recorded plats or lots, an amending plat may also be utilized if in accordance with section 38-22, Amending plat.

Sec. 38-16.4. Exemptions. The following land divisions are exempt from the requirements of this Subdivision Ordinance that apply to plats:

- (a) *Cemeteries.* Use of existing cemeteries complying with all state and local laws and regulations.
- (b) *Division of land created by order of a court.* A division of land created by order of a court of competent jurisdiction. However, prior to construction of improvements, a plat meeting the requirements of this Subdivision Ordinance shall be approved and recorded prior to the issuance of permits.

Sec. 38-16.5. Zoning.

- (a) *Conformance with existing zoning.* All applications shall be in conformance with the existing zoning on the property.
- (b) *Request to rezone first.* If an applicant seeks to amend the zoning for the property, the request to rezone the land shall be submitted and approved prior to acceptance of an application for filing, unless as otherwise provided below.
 - (1) The applicant may request approval from the director of community development to submit an application simultaneous with the zoning change request, in which case the application for the zoning amendment shall be acted upon first, provided that the application is accompanied by a properly executed waiver of right to sixty-day action (due to the more lengthy timeframe necessary to advertise and process zoning applications).
 - (2) In the event that the requested zoning amendment is denied, the application shall also be rejected or denied.
- (c) *Zoning ordinance site plan approval.* Where site plan approval is required by the zoning ordinance prior to development, no application for a final plat approval shall be accepted for filing until a site plan has been approved for the land subject to the proposed plat.

1 *Sec. 38-16.6. Plat approval process and staff review.*

2 (a) *Two-stage process.*

3 (1) The platting process involves two (2) approval stages: Submission and approval of
4 a preliminary plat; and the subsequent submission and approval of a final plat.

5 (2) Exceptions to the requirement of a preliminary plat. A preliminary plat is not
6 required when a minor plat is submitted (section 38-20 minor plat), though the city
7 engineer and community development director retain the right to require any
8 preliminary plans normally required during the preliminary plat process of minor
9 plats to adequately assess the proposed development's impacts to surrounding
10 properties or public infrastructure.

11 (b) *Staff review.* Unless otherwise specified under the regulations for a specific type of
12 plat:

13 (1) The director of community development shall be the responsible official for a
14 plat, and shall be responsible for the initial review of a plat for conformance with
15 this Subdivision Ordinance and any other applicable ordinances of the city.

16 (2) The director of community development shall review all applications for
17 completeness (refer to section 38-37, Initiation and complete application) based
18 on a checklist supplied by the director of community development.

19 (3) The director of community development shall then review all applications that are
20 deemed complete for conformance with this Subdivision Ordinance and with
21 other applicable city regulations.

22

23 **Section 4.** That the Midwest City Municipal Code, Chapter 38 Subdivision Regulations, Article
24 III, Plats, Section 38-19, Final plat, Section 38-19.13, Final plat revisions following
25 recording/recordation; is hereby amended to read as follows:

26 *Sec. 38-19.13. Final plat revisions following recording/recordation.*

27 Revisions may only be processed and approved as ~~a replat (section 38-21)~~ or an
28 amending plat (section 38-22), as applicable.

29

30 **Section 5.** That the Midwest City Municipal Code, Chapter 38 Subdivision Regulations, Article
31 III, Plats, Section 38-20, Minor plat; is hereby amended to read as follows:

32

33 *Sec. 38-20. - Minor plat.*

34

35 *Sec. 38-20.1. Purpose.*

36

37 The purpose of a minor plat is to provide a limited means for simple land division under
38 certain circumstances, which result in minimal lot creation.

1
2 In circumstances where ~~adequate infrastructure, easements, and right-of-way already~~
3 ~~exist and no new interior public or private roads are created to serve the Subdivision~~
4 ~~the extension of any city facilities to serve any lot within the subdivision is not required~~, then
5 a minor plat may be suitable as an instrument to subdivide one (1) lot into ~~three~~ five (35)
6 or fewer lots.

7
8 ~~In agreement with the intent of this Subdivision Ordinance, minor plats are intended to~~
9 ~~ensure that public facilities are available and will have sufficient capacity to serve the~~
10 ~~proposed subdivision. Additionally, M~~minor plats are intended to ensure the future
11 growth and development of the entire city by ensuring new development does not hinder
12 the provision of public facilities and services to neighboring and nearby properties.

13 *Sec. 38-20.2. Applicability.*

14 An application for approval of a minor plat may be filed when all of the following
15 circumstances apply.

16
17 (a) Minor plat circumstances.

18
19 (1) The proposed division results in ~~three~~ five (35) or fewer lots;

20 (2) All lots in the proposed subdivision front onto an existing public or approved
21 private street and the construction or extension of a street or alley is not required to
22 meet these Subdivision Ordinance requirements;

23 (3) All lots meet the zoning ordinance area regulations and standards (minimum
24 frontage, etc.); and

25 (4) The plat does not require ~~the extension of any city infrastructure, easements, and~~
26 ~~right-of-way to serve any lot within the proposed subdivision~~ new interior public
27 or private roads to serve the Subdivision.
28

29 *Sec. 38-20.3. Minor plat requirements.*

30
31 (a) Minor plat requirements.

32
33 (1) The proposed plat shall be for the subdivision of one (1) lot into ~~three~~ five (35) or
34 fewer lots.

35 (2) No parcel of land shall have more than one (1) minor plat approved during any
36 five-year period.

37 (3) The proposed plat shall meet all zoning ordinance requirements.

1 (4) The proposed plat shall meet all subdivision ordinance requirements (e.g.,
2 improvement of substandard streets, per subsection 38-42.3(b)(2)), or the applicant shall
3 pay fee in-lieu.

4 (5) Private wells and private wastewater treatment facilities that meet the current city
5 health standards shall be considered adequate when existing public water and
6 sewer lines are not within the required area for utility extension and connection as
7 specified in the city Code of Ordinances, and at the discretion of the city engineer.

8 *Sec. 38-20.4. Application requirements.*

9 (a) *Same as a final plat.* The requirements for the submittal of a minor plat shall be the
10 same as the requirements for a final plat, as outlined in section 38-19, Final plat.

11 (b) *Preliminary plat not needed.* As stated in subsection 38-16.6(a)(2), a preliminary plat
12 is not required when a minor plat is submitted.

13 (c) *Application preparation.* An application shall be prepared by a land surveyor,
14 registered or an engineer, professional.

15 *Sec. 38-20.5. Review and approval process.*

16 (a) *Review action and approval action—Same as final plat.* The review and approval
17 processes for a minor plat shall be the same as the review and approval processes for a
18 final plat per section 38-19.

19 (b) *Minor plat review criteria.* The following criteria shall be used to determine whether
20 the application for a minor plat shall be approved, approved with conditions, or denied:
21

22 (1) The minor plat is consistent with all zoning requirements for the property (if
23 applicable), and all other requirements of this Subdivision Ordinance that apply to
24 the minor plat;

25 (2) All lots to be created by the minor plat already are adequately served by improved
26 public street access and by all required city utilities and services and by alleys, if
27 applicable;

28 (3) The ownership, maintenance and allowed uses of all designated easements have
29 been stated on the minor plat; and

30 (4) The plat does not require ~~the extension of any city infrastructure, easements, and~~
31 ~~right-of-way to serve any lot within the proposed subdivision~~ new interior public
32 or private roads to serve the Subdivision.
33

34 *Sec. 38-20.6. Procedures for minor plat recordation following approval.*

35 The procedures for recordation of a minor plat shall be the same as the procedures for
36 recordation of a final plat, as outlined in section 38-19.10., Procedures for final plat
37 recordation upon approval.

38 *Sec. 38-20.7. Revisions to a minor plat following approval.*

1 Revisions may only be processed and approved as ~~a replat or an~~ amending plat, as
2 applicable.

3 *Sec. 38-20.8. Example of a suitable lot for the minor plat process.*

4 *Figure 3: Example of a Suitable Lot for the Minor Plat Process* shows a multi-acre parcel
5 with all infrastructure already constructed and that could be divided in three (3) individual
6 lots.



7 **Figure 3: Example of a Suitable Lot for the Minor Plat Process**

8 **Section 6.** That the Midwest City Municipal Code, Chapter 38 Subdivision Regulations, Article
9 III, Plats, Section 38-21, Replat; is hereby repealed and placed into reserve:

10

11 ~~Sec. 38-21. Replat.~~

12 ~~Sec. 38-21.1. Purpose and applicability.~~

13 ~~A replat of all or a portion of a recorded plat may be approved without vacation of the~~
14 ~~recorded plat, if the replat meets the following criteria:~~

15 ~~(a) Replat criteria.~~

16 ~~(1) The replat is signed and acknowledged by the owners of the property being~~
17 ~~replatted; and~~

18 ~~(2) The replat does not propose to amend or remove any covenants or restrictions~~
19 ~~previously incorporated in the recorded plat.~~

20 ~~Sec. 38-21.2. Partial replat application.~~

21 ~~If a replat is submitted for only a portion of a previously platted subdivision, the replat must~~
22 ~~reference the previous subdivision name and recording information, and must state on the~~

1 replat specific lots that are being changed along with a detailed "purpose for replat"
2 statement.

3 ~~Sec. 38-21.3. Construction management.~~

4 (a) ~~Requires construction.~~ If the subdivision as replatted requires construction of additional
5 improvements, the provisions of article IV, Construction Plans and Procedures shall
6 apply.

7 (b) ~~Does not require construction.~~ If the subdivision as replatted does not require any
8 appreciable alteration or improvement of utility installations, streets, alleys, building
9 setback lines, etc., then no construction plans shall be required.

10 ~~Sec. 38-21.4. Review and approval process.~~

11 (a) ~~Review action and approval action Same as final plat.~~ The review and approval
12 processes for a replat shall be the same as the review and approval processes for a final
13 plat per section 38-19.

14 (b) ~~Responsible official.~~ The director of community development shall be the responsible
15 official.

16 ~~Sec. 38-21.5. Procedures for recordation following approval.~~

17 ~~The procedures for recordation of a replat shall be the same as the procedures for~~
18 ~~recordation of a final plat, as outlined in section 38-19.10., Procedures for final plat~~
19 ~~recordation upon approval.~~

20 ~~Sec. 38-21.6. Effect.~~

21 ~~Upon approval and recording of the replat, it is controlling over the previously recorded plat~~
22 ~~for the portion replatted.~~

23 **Section 7.** That the Midwest City Municipal Code, Chapter 38 Subdivision Regulations, Article
24 VI, Subdivision Standards, Section 38-43, Water and Wastewater Requirements, Sec. 38-43.3.
25 Preliminary utility plan; is hereby amended to read as follows:

26
27 *Sec. 38-43.3. Preliminary utility plan.*

28 (a) *Purpose and applicability.*

29 (1) Water and wastewater mains. Concurrent with the submission of a preliminary plat or
30 ~~replat~~ minor plat not previously served by public utilities the developer shall submit a
31 preliminary utility plan showing the location and size of water and wastewater mains,
32 which will be required to provide adequate service and fire protection to the lots
33 specified in the proposed plat.
34

1 (2) Fire hydrants. Preliminary utility plans shall include plans and specifications for fire
2 hydrant systems and shall be submitted concurrently with the submission of a
3 preliminary plat or ~~replat~~ minor plat not previously or inadequately served by public
4 fire hydrants, where hydrants are required.
5

6 (b) *Preliminary utility plan document.* The preliminary utility plan shall be prepared as
7 noted in the application form.
8

9 **Section 8.** That the Midwest City Municipal Code, Chapter 38 Subdivision Regulations, Article
10 VI, Subdivision Standards, Section 38-44, Drainage and environmental standards, Sec. 38-44.3.
11 Preliminary stormwater management plan and Sec. 38-44.4. Preliminary drainage plan.; are
12 hereby amended to read as follows:

13
14 *Sec. 38-44.3. Preliminary stormwater management plan.*

15 (a) *Purpose and applicability.*

16 (1) The purpose of the preliminary stormwater management plan (SWMP) is to
17 identify permanent water quality features and guide stormwater management
18 design within the related construction plans, final plat, and development
19 plans/permits.

20 (2) A preliminary SWMP shall be prepared for all developments in accordance with
21 the requirements set forth in the application form.

22 (b) *Coordination with preliminary drainage plans.*

23 (1) The preliminary SWMP shall be prepared in coordination with the preliminary
24 drainage plan on all projects where both are required.

25 (2) The preliminary SWMP and the preliminary drainage plan may be shown on the
26 same sheet.

27 (3) When a preliminary drainage plan is not required, the preliminary SWMP shall
28 indicate the existing drainage patterns, runoff coefficients, and the proposed
29 changes to these items.

30 (c) *Standards and criteria.*

31 (1) The preliminary SWMP must comply with the standards and criteria outlined in:

- 32 a. This Subdivision Ordinance;
33 b. The Engineering Standards Manual and construction details; and
34 c. The Code of Ordinances (e.g., chapters 13 and 43), including erosion
35 control/sediment plans.

36 (2) The preliminary SWMP may satisfy the stormwater management portion of the
37 stormwater pollution prevention plan (SWPPP) that is required for construction
38 activities; however, the preliminary SWMP is not a substitution for the SWPPP.

1 (3) The city's review of the preliminary SWMP does not constitute acceptance of the
2 related construction plans or development plans/permits.

3 (d) *Proposed area.*

4 (1) The developer shall provide a preliminary SWMP for the area proposed for
5 development.

6 (2) For amended plats or plats with a previously accepted preliminary SWMP, the
7 accepted preliminary SWMP shall be enforced unless a revised preliminary
8 SWMP is required.

9 (e) *Preliminary SWMP submittal.*

10 (1) A digital copy of the preliminary SWMP plan shall be submitted with the
11 submittal of a preliminary plat ~~or replat~~ for review and acceptance; or for a minor
12 plat, as required by city engineer or community development director.

13 (2) The preliminary SWMP shall be labeled as "Preliminary."

14 (3) The preliminary SWMP shall be signed, sealed, and dated by the professional
15 engineer (P.E.), or shall contain a statement showing the professional engineer's
16 name and license number and affirming the preliminary SWMP was prepared
17 under the direction of the engineer and that the plan is preliminary.

18 *Sec. 38-44.4. Preliminary drainage plan.*

19 (a) *Purpose and applicability.*

20 (1) The preliminary drainage plan is a guide for the detailed drainage design within
21 the related construction plans, final plat, and development plans/permits.

22 (2) A preliminary drainage plan shall be prepared for all developments in accordance
23 with the requirements set forth in the application form.

24 (b) *Plan required, previous plans, and waivers.*

25 (1) For any property involved in the development process, a preliminary drainage
26 plan shall be provided, at the developer's expense, for the area proposed for
27 development.

28 (2) For property with a previously accepted preliminary drainage plan, the accepted
29 preliminary drainage plan may be submitted and enforced unless a revised
30 preliminary drainage plan is required by the city due to lot reconfiguration or
31 other conditions created by the new plat.

32 (3) The city engineer may waive the requirement for a preliminary drainage plan if
33 the submitted plat is not anticipated to cause any significant change in runoff
34 characteristics from a previously accepted drainage study or for single residential
35 properties where no drainage problems are anticipated.

36 (4) If the applicant requests a waiver in writing, a copy of any previous drainage plan
37 shall be provided.

38 (c) *Standards and criteria.*

- 1 (1) The preliminary drainage plan shall show the watershed affecting the
2 development and how the runoff from the fully-developed watershed will be
3 conveyed to, through, and from the development.
- 4 (2) The preliminary drainage plan must comply with the standards and outlined in:
5 a. This Subdivision Ordinance.
6 b. The Engineering Standards Manual and construction details.
7 c. The Code of Ordinances (e.g., chapters 13 and 43).
- 8 (3) The review of the preliminary drainage plan does not constitute final drainage
9 plan approval related to construction plans or development plans/permits or
10 authorize a waiver to this Subdivision Ordinance.

11 (d) *Preliminary drainage plan submittal.*

- 12 (1) Three (3) paper copies of the preliminary drainage plan shall be submitted with
13 the submittal of a preliminary plat ~~or replat~~ for review and acceptance; or for a
14 minor plat, as required by city engineer or community development director.
- 15 (2) The preliminary drainage plan shall be labeled as "Preliminary."
- 16 (3) The preliminary drainage plan shall be stamped by and dated by the engineer,
17 professional.
- 18

19 **Section 9.** That the Midwest City Municipal Code, Chapter 38 Subdivision Regulations, Article
20 VI, Subdivision Standards, Section 38-45, Street requirements, Sections 38-45.2 – Streets basic
21 policy and Sec. 38-45.3. Private streets; are hereby amended to read as follows:

22 *Sec. 38-45.2. Streets basic policy.*

- 23 (a) *Standard requirements.* All streets, driveway approaches, curbs, gutters, pavements
24 and appurtenances necessary to provide access to properties shall be provided by the
25 developer, shall be designed, constructed and maintained in accordance with standards
26 in the Engineering Standards Manual and construction details, and planned unit
27 development (PUD) ordinance (if applicable to the subject property), and shall be
28 subject to approval by the city engineer.
- 29 (b) *Street improvements.* In platting a new development, the property owner shall provide
30 additional right-of-way needed for existing or future streets as required and shown by
31 the comprehensive plan, trails master plan, and/or Engineering Standards Manual and
32 construction details.
- 33 (c) *Improvement of existing substandard streets.*
- 34 (1) When a proposed residential or nonresidential development abuts one (1) or both
35 sides of an existing substandard street, the developer shall be required to:
- 36 a. Improve the substandard street and its appurtenances (such as curbs and gutters,
37 sidewalks, barrier-free ramps, street trees, etc.) to bring them to city standards; or

1 b. Replace the substandard street, if any, and its appurtenances with a standard city
2 street, at no cost to the city other than as may be provided in the city's cost-
3 sharing policies that are in effect at the time of final plat approval.

4 (2) Developer options.

5 a. If the requirements for improving an existing substandard street imposed
6 by this article VI, subsection 38-45.2(c), would result in unnecessary
7 hardship or would be disproportional to the impacts generated by the
8 development on the city's street system and the waiver requirements in the
9 city Code are met, then the developer may request a major subdivision
10 waiver (section 38-59, Petition for subdivision waivers) or may file a
11 proportionality appeal (section 38-60, Subdivision proportionality appeal);
12 or

13 b. If the requirements for improving an existing substandard street imposed
14 by this article VI, subsection 38-45.2(c) is infeasible, a fee in-lieu of
15 improving the existing substandard street, as outlined in Article VI Sec.
16 38-62 shall be paid.

17 (d) *New perimeter streets.*

18 (1) *Construction of a new perimeter street.* If a proposed residential or nonresidential
19 development is developed abutting an existing or planned arterial street or
20 collector street (as shown on the comprehensive plan), then the developer shall
21 construct a portion of the abutting street and its appurtenances (such as curbs and
22 gutters, sidewalks, barrier-free ramps, street trees, etc.) to the city's design
23 standards for that type of street (per the Engineering Standards Manual and
24 construction details).

25 (2) *Waiver of the construction of a new perimeter street requirement.* The director of
26 community development may grant a minor subdivision waiver, in accordance
27 with section 38-59, Petition for subdivision waivers, if circumstances exist on the
28 subject property or on adjacent property that make it difficult or impractical to
29 comply with this requirement.

30 (e) *New internal streets.*

31 (1) All new streets and their appurtenances internal to a proposed residential or
32 nonresidential development shall, at a minimum, be built to a width and design
33 that will adequately serve that development, and shall conform to the Engineering
34 Standards Manual and construction details.

35 (2) If oversizing of an internal street is deemed necessary by the city engineer for
36 traffic safety or efficiency (such as adjacent to a school or park site), then the city
37 and/or the applicable school district may participate in such oversizing costs as
38 part of a development agreement.

39

40

1 *Sec. 38-45.3. Private streets.*

2 Private streets within the city may be allowed in accordance with this section 38-45.3.,
3 Private streets.

4 (a) *Private street standards.* Private streets shall be designed and constructed to the city's
5 standards for public streets, in accordance with the comprehensive plan, trails master
6 plan, and Engineering Standards Manual and construction details.

7 (b) *Private street approval required.*

8 (1) All private streets shall be within a PUD zoning district.

9 (2) Private streets shall require approval at the time of preliminary plat or ~~replat~~ minor
10 plat approval.

11 (3) Private streets shall be permitted only as local streets or collector streets in any
12 subdivision.

13 (c) *Private street approval criteria.*

14 (1) Nondisruption of planned public roadways or facilities/projects (thoroughfares,
15 parks, park trails, public pedestrian pathways, etc.);

16 (2) Nondisruption to and from properties of future developments either on-site or off-
17 site to the proposed subdivision;

18 (3) No negative affect on traffic circulation on public streets;

19 (4) No impairment of access to and from public facilities including schools or parks;

20 (5) Adequate and timely provision of essential municipal services (emergency
21 services, water/sewer improvements or maintenance, etc.);

22 (6) Limited access to a development created by the existence of natural and/or
23 manmade boundaries around the development (creeks, floodplain, golf courses,
24 parks); and/or

25 (7) Absence of a concentration of private street developments in the vicinity of the
26 requested private street development.

27 (d) *Homeowners' association (HOA) requirements.* Private street shall be maintained by
28 the HOA, see section 38-50, Homeowners' association (HOA) requirements for further
29 HOA requirements.

30

31 **Section 10.** That the Midwest City Municipal Code, Chapter 38 Subdivision Regulations,
32 Article VI, Subdivision Standards, Section 38-47 – Sidewalks, Section 38-47.2, Sidewalks and
33 trail land dedications required for all development; is hereby amended to read as follows:

34 *Sec. 38-47.2. Sidewalks and trail land dedications required for all development.*

35 (a) *Requirement.*

1 (1) Sidewalks shall be constructed on both sides of all streets except as approved by a
2 major subdivision waiver by the planning commission.

3 (2) Within all residential developments, sidewalks shall be at least four (4) feet in
4 width.

5 (3) All subdivisions, site developments, or sections thereof shall have installed in
6 them sidewalks and trails to serve each lot or parcel therein.

7 (4) Land for the trails system shall be dedicated in accordance with areas shown on
8 the trails master plan.

9 (b) *Responsibility.* The developer shall install sidewalks within the development along
10 street rights-of-way and along the existing streets fronting the development.

11 (c) *Construction materials.* Sidewalks shall have a hard, improved surface constructed of
12 materials and to standards established by the city depending on type of street
13 construction, anticipated permanence of sidewalk, and land uses being served.

14 (d) *Location.* Sidewalks and trails shall be located in the right-of-way of the street or as
15 close to the right-of-way line as possible, and shall extend across the entire dimension
16 of each lot or parcel side adjacent to a public street.

17 (e) *Timing of completion.* All required sidewalks and trail dedications shall be completed
18 prior to occupancy and before any public utility connection occurs.

19 (f) *Agreement with trails master plan.* Trails shall be located and configured according to
20 the trails master plan and include separate shared-use paths, bike lanes and signed and
21 marked shared bike routes.

22 (g) *Sidewalk fee in lieu of construction.*

23 (1) It is the desire of the city to have required sidewalks built at the time of and
24 congruent with development. However, there may be circumstances regarding
25 safety, economic waste and geographical features that preclude such construction.
26 In such cases, a fee in-lieu shall be paid in accordance with Sec.38-62.
27

28 (2) The director of community development has the authority to approve construction
29 exemptions and collect a fee in lieu according to Sec.38-62.

30
31 (3) ~~In no instance will a~~ A private or public entity not build or pay a shall pay a fee in
32 lieu of sidewalk or trail construction for development along unimproved road.
33

34 (4) Along improved roads, with no geographical constraints, or circumstances
35 regarding safety or economic waste, sidewalks shall be constructed at the time of
36 and congruent with development. In rare instances where a listed Bond project or
37 other City project is scheduled to start construction within 12 months from the
38 approval of a plat application, a fee in lieu may be accepted subject to the approval
39 of the city engineer or community development director.
40

1 **Section 10.** That the Midwest City Municipal Code, Chapter 38 Subdivision Regulations,
2 Article VI, Subdivision Standards, Sec. 38-51. - Parks and open space dedication, Sec. 38-51.4.
3 Reservation of future park/open space or the contribution of money; is hereby amended to read
4 as follows:

5 *Sec. 38-51.4. Reservation of future park/open space or the contribution of money.*

6 (a) Contribution of land or money determination. The determination as to whether the
7 subdivider will contribute land or money will be made by the park land review
8 committee after submission of the sketch plat and the pre-application meeting (section
9 38-35) and before the preliminary plat or minor plat approval.

10 (b) *Contribution determination appeal.*

11 (1) The decision by the park land review committee may be appealed to the city
12 council.

13 (2) In the case of any appeal, the matter shall be presented first to the park and
14 recreation board and then to the planning commission.

15 (3) Upon review, the park and recreation board and the planning commission shall
16 make recommendations to the city council.

17 (c) *Process after contribution determination.*

18 (1) *Cases with land dedication.*

19 a. In those cases where a dedication of land is required and no appeal is involved,
20 the park land review committee shall forward proposed park sites to the park and
21 recreation board.

22 b. The park and recreation board shall review the plans and make a recommendation
23 to the planning commission.

24 c. Consistent with the recommendations of the park land review committee and the
25 park and recreation board, the subdivider shall prepare and submit a preliminary
26 plat to the planning commission.

27 (2) *Cases with money contribution.* In those cases where a contribution of money is
28 required, no review and recommendation on the part of the park and recreation
29 board is required.

30 **Section 11.** That the Midwest City Municipal Code, Chapter 38 Subdivision Regulations,
31 Article VI, Subdivision Standards, Sec. 38-52. - Parks and open space design and trails, Sec. 38-
32 52.7. Completion of land dedication and improvements.; is hereby amended to read as follows:

33 *Sec. 38-52.7. Completion of land dedication and improvements.*

34 (a) *Timing of park land dedication.* Park land shall be dedicated to the city concurrently
35 with the filing of an approved final plat or ~~replat~~ minor plat, if applicable.

36 (b) *Timing of improvements.* All improvements, if applicable, shall be completed prior to
37 approval of the final plat or ~~replat~~ minor plat, if applicable.
38

1 **Section 12.** That the Midwest City Municipal Code, Chapter 38 Subdivision Regulations,
 2 Article VI, Subdivision Standards, Sec. 38-59. - Petition for subdivision waivers; is hereby
 3 amended to read as follows:

4 Sec. 38-59. - Petition for subdivision waivers.

5 *Sec. 38-59.1. Purpose and Intent.*

6 The purpose of a petition for a subdivision waiver to a specific standard or requirement of this
 7 Subdivision Ordinance, as such are applicable to plats or construction plans, is to determine
 8 whether or not such specific standard or requirement should be applied to an application.

9 A subdivision waiver may be granted only when in harmony with the general purpose and intent
 10 of this Subdivision Ordinance so that the public health, safety and welfare may be secured and
 11 substantial justice done.

12 *Sec. 38-59.2. Definitions.*

13 Subdivision waivers shall be classified as a minor subdivision waiver or a major subdivision
 14 waiver.

15 *Sec. 38-59.3. Decision-maker.*

16 (a) *Minor subdivision waiver.* Minor subdivision waivers are acted upon by the director of
 17 community development or city engineer, as specified in Table 7: Minor Subdivision
 18 Waivers.

19 **Table 7: Minor Subdivision Waivers**

| Article/Section | Standard | Director of Community Development | City Engineer |
|---------------------------------|--|-----------------------------------|---------------|
| Article VI. Sec. 38-43.5(b)(3) | Waiver for Water Line Extension Requirement | Approve | Approve |
| Article VI. Sec. 38-43.6(a)(2) | Waiver for Wastewater System Extension Requirement | Approve | Approve |
| Article VI. Sec. 38-45.4(d)(3)b | Waiver of the Alignment with Median Opening Requirement | Approve | Approve |
| Article VI. Sec. 38-46.9(3) | Waiver of the Permit Required for a Screening Fence or Wall | Approve | |
| Article VI. Sec. 38-48.5(a)(2) | Waiver of the Side Lot Line Requirement | Approve | |
| Article VI. Sec. 38-48.5(b)(2) | Waiver of the Lot Line Jurisdictional Requirement | Approve | |
| Article VI. Sec. 38-48.14(b) | Waiver of the Subdivision Name Requirement | Approve | |
| Article VI. Sec. 38-50.2(b) | Waiver to the HOA Establishment Requirement | Approve | |
| Article VI. Sec. 38-52.3(d)(3) | Waiver of the Screening Requirement between a Nonresidential Use and Park and Open Space | Approve | |
| Article VI. Sec. 38-53.4 | Waiver to Tree Canopy Management Plan Requirement | Approve | |

1 (1) *Appeal to the planning commission/city council of a minor subdivision waiver*
2 *decision.*

3 a. An appeal of the minor subdivision waiver may be considered by the planning
4 commission.

5 b. The city council shall consider all appeals of the planning commission's
6 determination of the minor subdivision waiver (see section 38-59.10., Subdivision
7 waiver appeal).

8 (b) *Major subdivision waiver.* A major subdivision waiver can only be approved by the
9 planning commission with a five-sevenths vote of the membership present.

10 (c) *Appeal to the city council of a major subdivision waiver decision.* An appeal of the
11 major subdivision waiver may be considered by the city council (see section 38-59.10.,
12 Subdivision waiver appeal).

13
14 *Sec. 38-59.4. Subdivision waiver applicability.*

15 (a) *Waiver of standard or requirement.*

16 (1) An applicant may request a subdivision waiver to a specific standard or
17 requirement applicable to a preliminary plat, to construction plans, or to a final plat or a
18 ~~replat~~ minor plat. Except that, waivers to the substandard road and sidewalk requirements
19 shall not be granted. If an applicant cannot meet the Street requirements (Sec.38-45) or
20 Sidewalks (Sec.38-47) a fee in-lieu must be paid as outlined in Sec.38-62; or a
21 proportionality appeal sought as outlined in Sec.38-60.

22 (2) A subdivision waiver petition shall be specific in nature, and shall only involve
23 relief consideration for one (1) specific standard or requirement.

24 (3) An applicant may, if desired, submit more than one (1) subdivision waiver
25 petition if there are several standards or requirements at issue.

26 (b) *Waiver petition acceptance.*

27 (1) A petition for a subdivision waiver shall not be accepted in lieu of:

28 a. A subdivision proportionality appeal (section 38-60); or

29 b. A vested rights petition (section 38-61).

30 (2) If there is a question as to whether a subdivision proportionality appeal or vested
31 rights petition is required instead of a petition for a subdivision waiver, such
32 determination shall be made by the director of community development.

33 *Sec. 38-59.5. Submission procedures.*

34 a) *Written waiver request with application.*

35 (1) A request for a subdivision waiver shall be submitted in writing by the applicant with
36 the filing of a preliminary plat, construction plans, final plat or ~~replat~~ minor plat, as
37 applicable.

1 (2) No subdivision waiver may be considered or granted unless the applicant has made
2 such written request.

3 (b) *Grounds for waiver.*

4 (1) The applicant's request shall state the grounds for the subdivision waiver request and
5 all of the facts relied upon by the applicant in writing.

6 (2) The grounds for the request shall not rely on financial considerations alone and shall
7 materially demonstrate no adverse impacts to the existing conditions.

8 (23) Failure to do so will result in denial of the application unless the applicant submits
9 a waiver of right to sixty-day action in accordance with section 38-37.4., Waiver of
10 right to sixty-day action.

11 *Sec. 38-59.6. Criteria.*

12 (a) *Consideration factors.* The decision-maker (see section 38-59.3., Decision-maker)
13 shall take into account the following factors:

14 (1) The nature of the proposed land use involved and existing uses of the land in the
15 vicinity;

16 (2) The number of persons who will reside or work in the proposed development; and

17 (3) The effect such subdivision waiver might have upon traffic conditions, infrastructure
18 conditions and ~~and~~ longevity, and upon the public health, safety, convenience, and
19 welfare in the vicinity.

20 (4) The effect such subdivision waiver might have upon the Purpose and Intent of the
21 ordinance (Sec. 38-59.1).

22 (b) *Findings.* No subdivision waiver shall be granted unless the decision-maker (see
23 section 38-59.3., Decision-maker) finds:

24 (1) That there are special circumstances or conditions affecting the land involved or
25 other constraints such that the strict application of the provisions of this
26 Subdivision Ordinance would deprive the applicant of the reasonable use of his or
27 her land; and

28 (2) That the subdivision waiver is necessary for the preservation and enjoyment of a
29 substantial property right of the applicant, and that the granting of the subdivision
30 waiver will not be detrimental to the public health, safety or welfare or injurious
31 to other property in the area; and

32 (3) That the granting of the subdivision waiver will not have the effect of preventing
33 the orderly subdivision of other lands in the area in accordance with the
34 provisions of this Subdivision Ordinance.

35 ~~(c) Intent of ordinance. A subdivision waiver may be granted only when in harmony with~~
36 ~~the general purpose and intent of this Subdivision Ordinance so that the public health,~~
37 ~~safety and welfare may be secured and substantial justice done.~~

1 (~~d~~c) *Minimum degree of variation.* No subdivision waiver shall be granted unless it
2 represents the minimum degree of variation of requirements necessary to meet the
3 needs of the applicant.

4 (e d) *Violations and conflicts.* The decision-maker (see section 38-59.3., Decision-maker)
5 shall not authorize a subdivision waiver that would constitute a violation of, or
6 conflict with, any other valid ordinance, code, regulation, master plan, or
7 comprehensive plan of the city.

8 (f e) *Falsification of information.*

9 (1) Any falsification of information by the applicant shall be cause for the subdivision
10 waiver request to be denied.

11 (2) If the subdivision waiver request is approved based upon false information,
12 whether intentional or not, discovery of such false information shall nullify prior
13 approval of the subdivision waiver, and shall be grounds for reconsideration of the
14 subdivision waiver request.

15 *Sec. 38-59.7. Burden of proof.*

16 (a) The applicant bears the burden of proof to demonstrate that the requirement for which
17 a subdivision waiver is requested, if uniformly applied, imposes a disproportionate
18 burden on the applicant.

19 (b) The applicant shall submit proof of the original requirement with the original
20 submittal.

21 *Sec. 38-59.8. Decision.*

22 The decision-maker (see section 38-59.3., Decision-maker) shall consider the subdivision
23 waiver petition and, based upon the criteria set forth in section 38-59.6., Criteria, shall take
24 one (1) of the following actions:

25 (a) *Deny.* Deny the petition and impose the standard or requirement as it is stated in this
26 Subdivision Ordinance; or

27 (b) *Grant.* Grant the petition and waive in whole or in part the standard or requirement as
28 it is stated in this Subdivision Ordinance.

29 *Sec. 38-59.9. Notification of decision on petition—Fourteen (14) days.*

30 The applicant shall be notified of the decision on the subdivision waiver by the applicable
31 decision-maker (e.g., the director of community development, city engineer, planning
32 commission or city council, as applicable - see section 38-59.3., Decision-maker for
33 details), within fourteen (14) calendar days following the decision.

34 *Sec. 38-59.10. Subdivision waiver appeal.*

35 (a) *Initiation of an appeal.*

36 (1) The applicant or four (4) voting members of the commission may appeal a minor
37 subdivision waiver decision from the director of community development or city
38 engineer.

1 (2) The written request to appeal shall be submitted to the director of community
2 development within fourteen (14) calendar days following the denial decision.

3 (b) *Appeal to planning commission.*
4

5 (1) The planning commission shall consider the appeal at a public meeting no later
6 than thirty (30) calendar days after the date on which the notice of appeal is
7 submitted to the director of community development.

8 (2) ~~At this meeting, new~~ New information may be presented at the time of filing an
9 appeal and considered by Planning Commission, if available, that might alter the
10 ~~previous decision to deny the waiver.~~

11 (3) The planning commission may affirm, modify or reverse the previous minor
12 subdivision waiver decision by a five-sevenths vote of the membership present.

13 (c) *Appeal to city council.*

14 (1) The applicant, the director of community development, or four (4) voting
15 members of city council, may appeal the planning commission's decision on
16 either a minor subdivision waiver or major subdivision waiver by submitting a
17 written notice of appeal to the director of community development within
18 fourteen (14) calendar days following the planning commission's decision.

19 (2) The city council shall consider the appeal at a public meeting no later than thirty
20 (30) calendar days after the date on which the notice of appeal is submitted to
21 the director of community development.

22 (3) The city council may affirm, modify or reverse the planning commission's
23 decision by a five-sevenths vote of the membership present.

24 (4) The decision of the city council is final.

25 *Sec. 38-59.11. Effect of approval.*

26 (a) *Submission and processing.* Following the granting of a subdivision waiver, the
27 applicant may submit or continue the processing of a plat or construction plans, as
28 applicable.

29 (b) *Expirations.* The subdivision waiver granted shall remain in effect for the period the
30 plat or construction plans are in effect, and shall expire upon expiration of either or
31 both of those applications.

32 (c) *Extensions.* Extension of those applications shall also result in extension of the
33 subdivision waiver.

34 **Section 13.** That the Midwest City Municipal Code, Chapter 38 Subdivision Regulations,
35 Article VI, Subdivision Standards, Section. 38-62. - Fee In-Lieu,; is hereby brought out of
36 reserve and added to read as follows:

37 Sec. 38-62. – Fee In-Lieu.

1 Sec. 38-62.1. Purpose and Intent.

2
3 This section is meant to provide an alternate means for those subdividing land to meet the
4 requirements of substandard street improvements, the provision of sidewalks to city
5 standards.

6
7 Sec. 38-62.2. Definitions.

8 (a) The following phrases and words, when used in this article shall have the
9 meanings associated to them in this section, except where the context clearly indicates a
10 different meaning.

11 (1) Capital improvement includes transportation system planning, facility
12 engineering, design study, land surveys, land acquisition, permitting, and
13 construction of facilities.

14 (2) Fee payer is a person commencing a land development activity, including,
15 but not limited to the subdivision of land, which generates construction or
16 placement of residential dwelling unit subject to a building permit.

17 (3) Traffic impact study is a study conducted by a licensed professional
18 engineer which quantifies the traffic impacts of a development and identifies
19 needed on-site, and off-site transportation improvements.

20
21 Sec. 38-62.3. Fund Established.

22
23 A fund is hereby established for the collection and expenditure of all fees provided
24 herein. A separate fund shall be maintained for both sidewalk and roads fee in-lieu
25 collections.

26
27 Sec. 38-62.4. Computation of fees.

28 (a) Roads.

29 (1) The amount of fee in-lieu shall be determined by linear foot of entire
30 frontage for each lot. Lots with multiple frontages, despite access limitations,
31 must be charged for all frontages along a public or private road. The following
32 formula shall be used for calculating roads fee in-lieu amount:

33
34
$$\frac{\text{Linear foot of entire frontage(s) for each lot} \times \$104.10}{\text{roads per lot}} = \text{fee in-lieu for}$$

35
36
37 (b) Sidewalks.

38 (1) The amount of fee in-lieu shall be according to the following formula:
39 Linear foot of entire frontage(s) for each new lot x \$18.02 = fee in-lieu for
40 sidewalks

41
42 Sec. 38-62.5. Assessment of fees.

43
44 The developer or applicant must pay and the City will collect the fee in-lieu at the time of
45 filing a final plat or minor plat.

1 Sec. 38-62.5. Use of funds.

2
3 Funds collected from fee in-lieu shall be used to pay for capital improvements to the
4 transportation system, including sidewalks, within the corporate limits of the city. These
5 funds may also be used as matching funds in pursuit of federal or state transportation
6 program funding. No funds shall be used to pay for operating or maintenance costs.

7
8 Sec. 38-62.6. Annual Rate Adjustment.

9
10 (a) To keep pace with inflation and increasing construction costs the fees outlined in
11 this section shall be automatically increased, annually on July 1, by the following
12 formula.

13
14 (b) Fee = (R) (X) (Y / Z)

15
16 (c) Where: R = the rate per linear feet of frontage. X = the linear feet of frontage for
17 each lot. Y = "Engineering News Record": Twenty City Average Construction
18 Cost Index as published the last week of July of the most current year. Z =
19 "Engineering News Record": Twenty City Average Construction Cost Index as
20 published the last week of December 2022.

21
22 Sec. 38-62.6. Appeals.

23
24 (a) If a fee payer disagrees with the fee in-lieu amount they shall have the option of
25 appeal to the Community Development Director.

26
27 (b) All appeals shall be made in writing to the Director.

28
29 (c) The Appellant shall provide an independent fee calculation prepared by qualified
30 professionals and follow best practices and methodologies. In the case of traffic
31 impacts, a traffic impact study shall be prepared by a professional traffic engineer
32 (PTOE) licensed by the State of Oklahoma.

33
34 ~~Secs. 38-62, 38-63.~~ - Reserved.

35
36 **Section 14.** That the Midwest City Municipal Code, Chapter 38 Subdivision Regulations, Article
37 VIII, 38-65, definitions, Section 38-65.128, Plat, minor; is hereby amended to read as follows, as
38 well as Section 38-65.153, Replat, being repealed and placed into reserve:

39
40 Sec. 38-65.128. Plat, minor.

41 A plat dividing land into no more than ~~three~~ five (35) lots and that meets the submission
42 and approval requirements of section 38-20, Minor plat. A minor plat is ~~approved by the~~
43 ~~director of community development~~ and is also considered a final plat.

44 Sec. 38-65.153. Replat.

1
2 The re-subdivision of any part or all of any block or blocks of a previously platted
3 subdivision, addition, lot, or tract, that is beyond the definition of an amending plat and
4 which does not require the vacation of the entire preceding plat. Such plat must also
5 conform to section 38-21, Replat, of this Subdivision Ordinance. A replat can function as
6 a final plat for a property.
7

8 Sec. 38-65.153 – Reserved.
9

10 **Section 15.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
11 repealed.
12

13 **Section 16.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
14 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
15 of the ordinance.
16
17

18 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
19 Oklahoma, this _____ day of _____, 2023.
20

21 **THE CITY OF MIDWEST CITY, OKLAHOMA**
22

23
24 _____
25 MATTHEW D. DUKES, II, Mayor
26

27 ATTEST:
28

29
30 _____
31 SARA HANCOCK, City Clerk
32

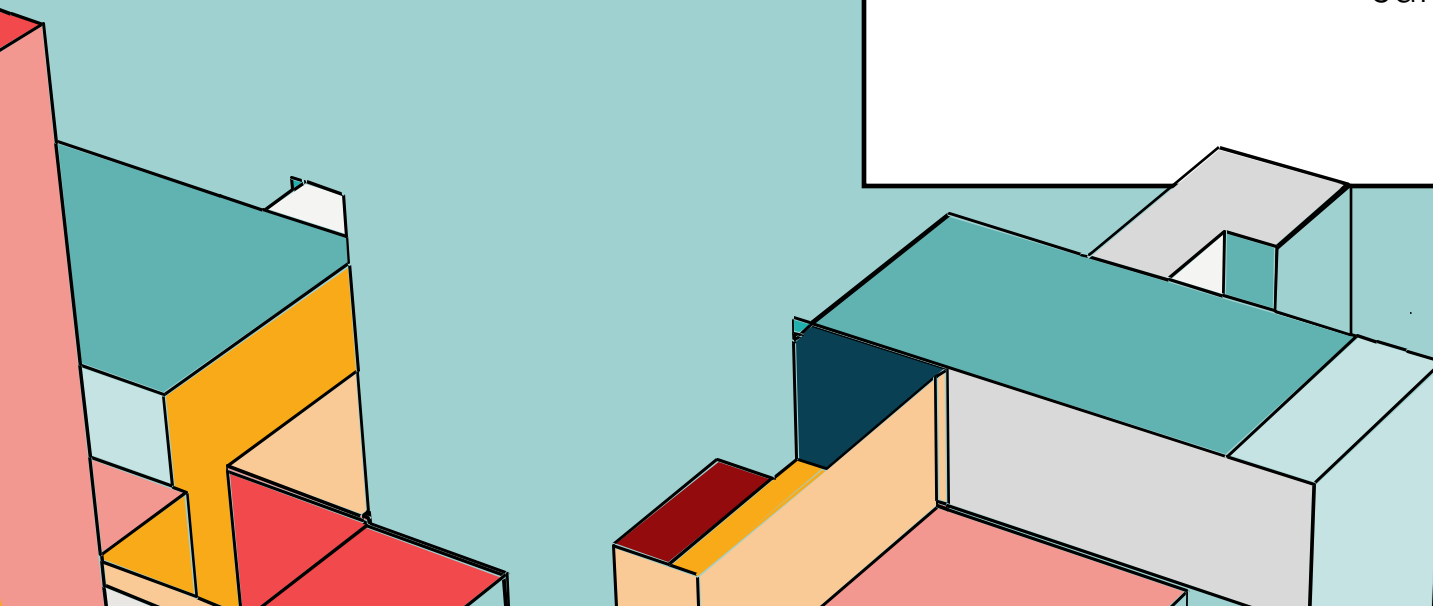
33
34 Approved as to form and legality this _____ day of _____, 2023.
35
36

37 _____
38 DONALD D. MAISCH, City Attorney



SUBDIVISION REGULATIONS UPDATE

City of Midwest City
January 10, 2023



EXECUTIVE SUMMARY

UNIQUE DEVELOPMENT PATTERN

Larger lots, zoned for smaller lots, and served or servable with utilities

DEVELOPMENT PRESSURE

Pressure from incremental lot splits, replats and minor plats in urbanizing areas and previous waivers

WAIVERS

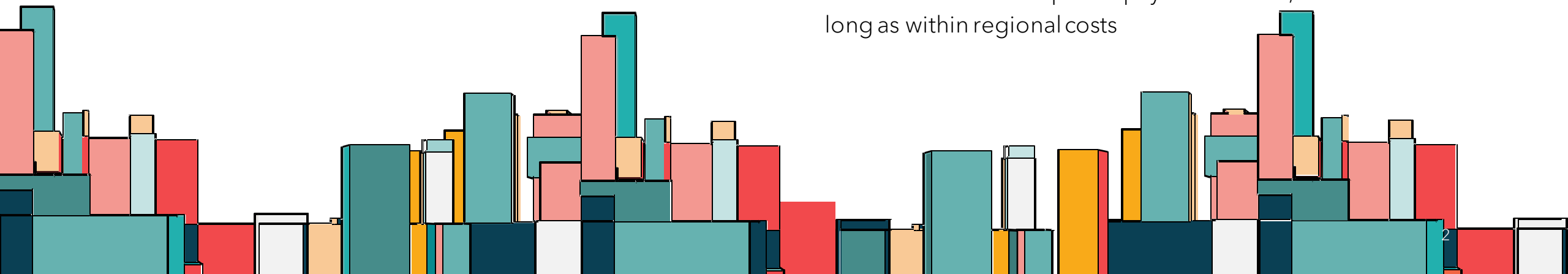
Desire by City Council and Staff to eliminate waivers for roads and sidewalks

INFRASTRUCTURE

Impacts to roads, sidewalks, drainage, etc. from the increase in density of infill developments

COST OF INCREASING DENSITY

Desire to have development pay its fair share, as long as within regional costs



CURRENT SITUATION

REPLATS

Most of the infill, incremental development has been done through the replat process which does not require drainage, street, or improvement plans.

Staff and Council have little leverage to address problems created by increased density.

WAIVERS

Historically have been granted

- No conditions for granting waivers are explicitly defined in the current regulations

FEES

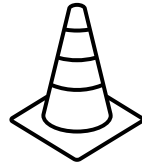
Sidewalk fee-in-lieu

- 115% of 'estimated construction costs'
- Up to engineers to argue the 'estimated construction costs'

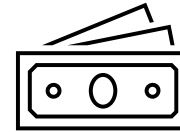
MAJOR SUBDIVISION WAIVERS



Planning
Commission has
power to grant



No improvements
are made



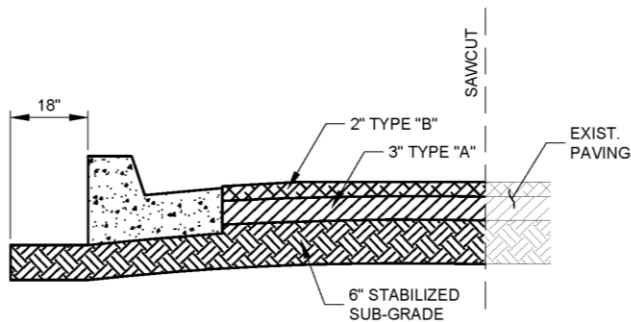
No fees are
collected for
needed
improvements



Substandard roads
persist, now with
increase density

HALF STREET IMPROVEMENTS

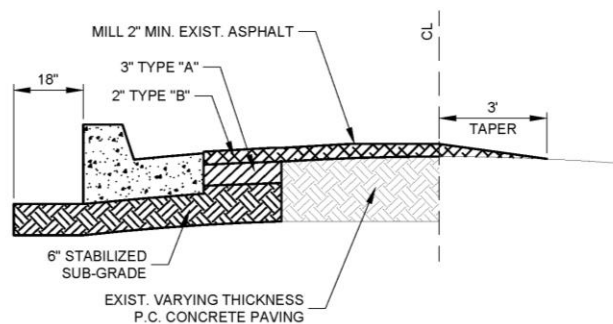
Curb and Gutter *rare*



CURB & GUTTER DETAIL
SCALE: N.T.S.

This situation is rare. The road surface would have to be in excellent condition, and adequate width.

Widening



2" MILL & OVERLAY STREET WIDENING DETAIL
SCALE: N.T.S.

Often existing substandard roads are less than 24 feet wide

Resurfacing

Vertical joints can cause early deterioration of improvements

Rebuild

This is the most costly option.



Public Improvement Waivers

Short Form Plats in Section 6-11N-1W

Community Development | Draft



Short Form Plat 116

Harold Powers

Filed 8-5-1974



Short Form Plat 119

Winfred Stevens

Filed 9-5-1974



Short Form Plat 317

Carl & Jo Ann Willyard

Filed 5-14-1979



Short Form Plat 604

Gerald Brakhage

Approved 6-13-1988



Short Form Plat 611

Henry & Letha Slempe

Approved 10-10-1988



Short Form Plat 635

Terry & Idonna Fox

Filed 12-10-1990



Short Form Plat 647

Terry & Idonna Fox

Filed 5-11-1992



Short Form Plat 685

Jeff Moore

Filed 10-2-1995



Short Form Plat 689

Wilford Forsee

Filed 12-5-1995



Short Form Plat 714

Jeff Moore

Filed 2-17-1998



Short Form Plat 715

Jeff Moore

Filed 2-17-1998



Short Form Plat 724

Jeff Moore

Filed 2-23-1999



Short Form Plat 735

Jeff Moore

Filed 6-1-2000



Short Form Plat 740

Dawn Faust

Filed 1-2-2001



Short Form Plat 742

Dawn Faust

Filed 7-11-2001



Short Form Plat 746

Dawn Faust

Filed 1-30-2002



Short Form Plat 773

Dawn Faust

Filed 1-13-2004



*Overall summary of lot splits from 1974 - 2004 for
Section 6 of Township 11N Range 1W*



Ryan's Ridge Development

- Going to Planning Commission 11/5/2019
- Going to City Council 11/26/2019

CIP Requests

William Harless
Community Development Director
100 N Midwest Blvd.
Midwest City, OK 73110

Max & Carol Campbell
10309 SE 12th St
Midwest City, OK 73130

RE: CIP Application
Mr. Harless:

June 14, 2019

When we bought this lot from Jeff Moore and he built our house in 1999, the drainage ditch or creek was graded and sodded and was by no means an eyesore.

Over the years, the flow has increased and now the water flows to the east and north of our house, from the north and east (twice) and from the south under the street. The waterway has filled in, especially at the northeast corner of our property, and now the flow does not turn that corner.

A developer is clearing land and preparing to build to the east of us, which will mean more water. That developer took down many trees, some of which were holding the dirt and now are not.

We talked to the city engineer several years ago and were told it's our property. The city did come and do a little grading and threw some gravel down, but shortly after that a new addition went in just north of SE 10th Street and the problem got worse.

We are at our wits' end trying to solve this problem. We cannot afford to pay to have it rocked or concreted.

Thank you for your time and attention. We look forward to hearing from you.

Max and Carol Campbell

CC: Patrick Menefee, City Engineer

June 20, 2019

To Whom It May Concern:

I live at 10305 SE 12th, MWC, OK 73130. I am the original owner and have lived here since the house was built in 1938.

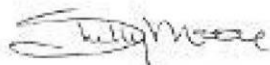
There is a ditch that runs behind my property and use to carry water across Avery when we had rain. Over the years, the run off coming down the street (SE 12th) has accumulated dirt and the ditch no longer drains as it was intended. The culverts are full and the slope that use to be there is no longer there. When it rains, the ditch fills up collects on the East side of 10309 SE 12th and overflows on the back of the property at 1104 S. Avery Ave where they can not even mow their back yard. The ditch never totally drains. The houses on the South side of SE 12th now have standing water after it rains and never have before.

The lots to the East of the ditch have recently been excavated and that has even worsened the problem as all the vegetation that was there holding the soil is now gone. That dirt is seeping in the ditch and building the ditch up even higher.

I'm not sure what the resolution is but we have complained before and nothing has been done. The street curb is full of dirt and debri on the North side of SE 12th. You can tell the ditch just keeps filling up with more and more dirt. It used to be a ditch that we were able to easily maintain but now it's extremely hard.

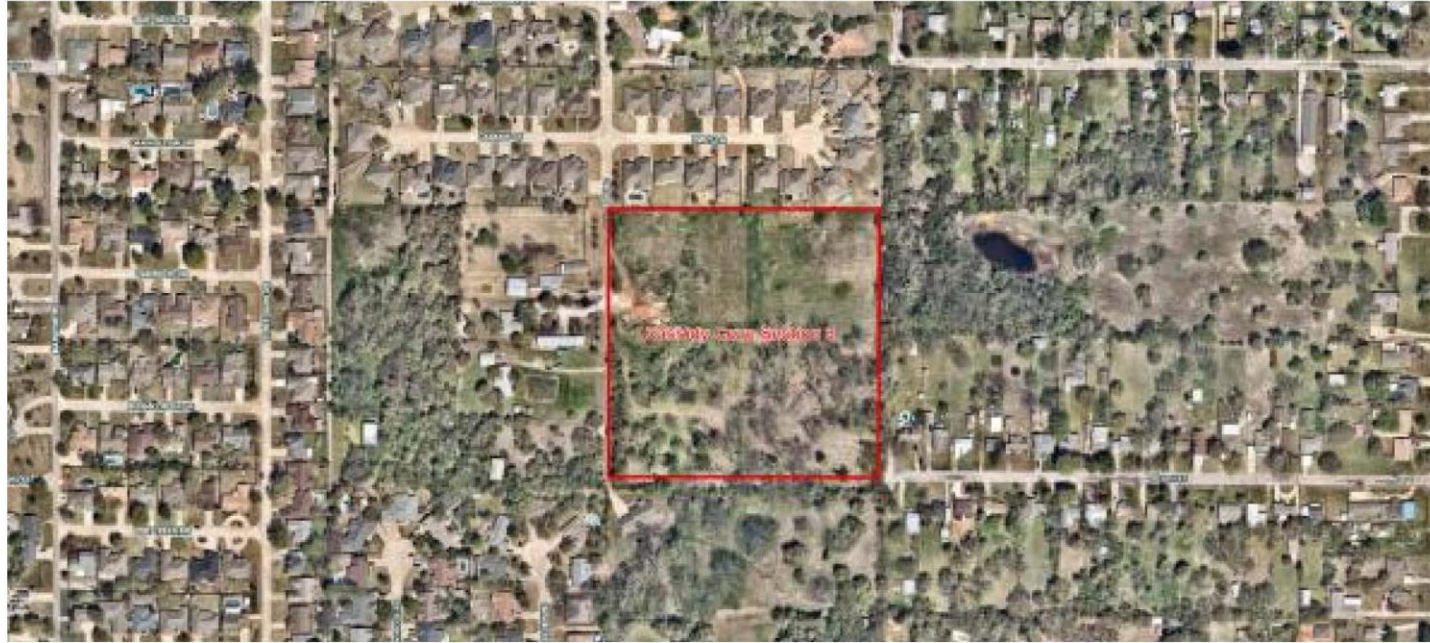
Feel free to call me with any suggestions or comments.

Shelly Moore



(405) 641-1553

Approved Developments



Cassidy Cove Sec. III

- The Preliminary Plat for this subdivision was approved April 2019.
- The applicant requested a major subdivision waiver to section 38-48.6(B) of the Subdivision Regulations which prohibits lots from backing local streets.

- The design of this subdivision shows three (3) lots backing onto Davidson Rd.
- A major subdivision waiver to this requirement was granted.

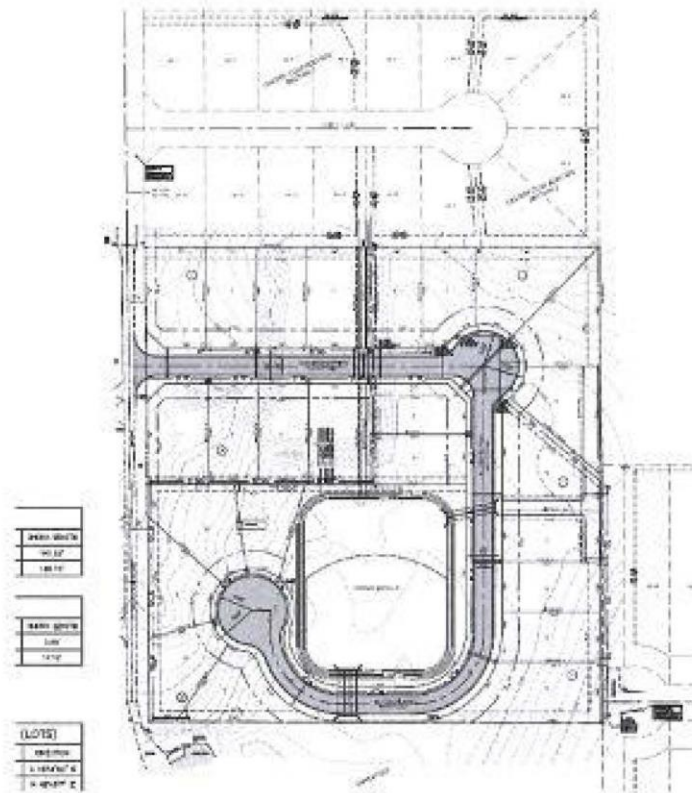
How Proposed Ordinance Amendment Would Apply

- Amendment options 1 and 2 would not allow this subdivision design as the option for a major subdivision waiver is eliminated. Staff has discussed requiring a PUD if the design of the subdivision does not meet the subdivision regulations – in this case, having lots backing to a local road.
- Amendment option 3 would allow the applicant to request from the Council, a subdivision waiver to the requirement that prohibits lots from backing onto a local road. This waiver must be granted by the Council prior to the applicant submitting a preliminary plat application.

Preliminary Plat layout:

PRELIMINARY PLAT OF CASSIDY COVE SECTION 3

A PART OF THE NW¼ OF SECTION 01, T11N, R2W, 1M,
MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA





Harper Addition

Water line CIP

- CIP request approved by City Council 4/24/2018
- Cost estimated at \$20,000

The applicant proposed to construct a public water line extension along the north side of the area of request in the N.E. 7th Street right of way. The applicant applied for CIP funds to install this water line. This was approved by Council

on April 24, 2018 and those funds were used to pay for the necessary water line extension.

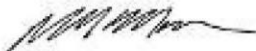
To: Capital Improvement Program Members

I would like to take the time to request assistance from the City through the Capital Improvement Program. I have a 1-acre lot on the southeast corner of NE 7th and Pine in Midwest City. There is an existing sewer line across the frontage on NE 7th. I would like City assistance to run water across the frontage to my east boundary. I am proposing that if the city will share this expense, I can create two new buildable home sites. The proposed lot on the corner, west of the existing house, I have sold if I can get this done. The middle lot with existing house would remain as an existing house where there have already been some improvements made. I would tie this house onto city water. The east lot would be available for sale and would be an attractive home site.

This proposed water line would also serve an existing house across the street and would potentially attract a couple of new home sites there. The bordering property to the east would also be more attractive for 5 - 6 more potential new homes.

Please take this into consideration.

Sincerely,



Jeff Moore

CIP Request submitted for 4-24-2018 City Council meeting



Harper Addition

- PC-1957 approved July, 2018



NE 7th St & N Pine St

- Pre-application meeting held 7/3/2019
- Planning Commission reviewed 9/6/2019
- City Council reviewed 9/24/2019
- There is currently one (1) single family home on one (1) lot
- Lot has approximately 330' of frontage on NE 7th and approximately 150' of frontage on N Pine St
- This corner lot was originally platted as part of Lot 5, Block 1 of the Harper Addition



Proposed Development of NE 7th & N Pine St

- NE 7th and N Pine are both substandard roads and do not meet current requirements.
- Curbs & gutters are not present along the length of either street.
- No sidewalks are present along NE 7th or N Pine
- All lots meet the minimum required frontage of 50'

- Water & sewer services are available to serve all proposed lots, no extensions would be required.

How Proposed Ordinance Amendments Would Apply to this Subdivision

Option 1

- Option 1 would not apply to this subdivision.
- Option 1 requires that for replats, all streets must meet current codes and all infrastructure such as sidewalks, water, & sewer must be present and available at time of application.
- As the existing streets are substandard and no sidewalks exist, the applicant would be required to go through the preliminary and final plat process.
- Half street & sidewalk improvements would be required or a fee in lieu of the improvements may be paid.

Option 2

- Option 2 allows for an exemption to the half street & sidewalk improvement requirements for a replat when an existing platted lot is proposed to be subdivided into four (4) lots or less where half street and/or sidewalk

improvements are not present immediately adjacent to the lot being replatted.

Option 3

- Option 3 would allow the applicant to request from the Council, a subdivision waiver to the requirements for sidewalks and half street improvements. This waiver must be approved prior to the applicant submitting a replat application. If the waiver is denied, the applicant must apply for a preliminary and final plat and be required to install the required public improvements or pay a fee in lieu.

Major Subdivision Waiver

The opportunity to apply for a major subdivision waiver has been removed from Options 1 & 2 of the proposed ordinance amendment. This means that required public improvements such as half streets and sidewalks must be installed or a fee must be paid in lieu of the required improvements.

Proportionality Appeal

This remains available under Options 1, 2, & 3. Purpose is to prevent disproportionate burden to the owner. The purpose of

the petition for relief from the dedication or construction requirement is to ensure that the imposition of uniform dedication and construction standards to a proposed development does not result in a disproportionate burden on the property owner, taking into consideration the nature and extent of the demands created by the proposed development on the City's roadways and public facilities systems.



8628 NE 17th St

- Pre-application meeting held 9/3/2019
- There are currently three (3) single family homes on one (1) lot.
- Lot has approximately 165' of frontage on NE 17th St and approximately 165' of frontage on NE 16th St.



8628 NE 17th St Proposed Subdivision

- NE 16th St & NE 17th St are both substandard roads and do not meet current requirements.
- No sidewalks are present along NE 16th St or NE 17th St.

- With the proposed subdivision, all lots would have the minimum required frontage of 50'.
- Two lots would front onto NE 17th st and lot would front onto NE 16th St.



8628 NE 17th St Proposed Subdivision Sewer Needs

A sewer main extension would be required to provide services to the two lots on NE 17th St



How Proposed Ordinance Amendment Would Apply to this Subdivision

Options 1 & 2 differ with respect to replats. This area has never been platted and would be required to go through the preliminary & final plat processes.

Streets: When a proposed development abuts a substandard street, the developer shall choose one of the following options:

- Improve the substandard street (both NE 16th St & NE 17th

St)

- File a proportionality appeal
- Request to pay a fee in lieu of the street improvements - fee is determined by the City Engineer based on quantity of materials and work required, including incidentals such as drainage, using current market prices.

Sidewalks:

- The developer shall install sidewalks within the development along street rights-of-way and along the existing streets fronting the development.
- Community Development Director may approve a fee in lieu of construction of sidewalks. Fee is 115% of the estimated total construction cost (labor included).

Sewer:

- A sewer main extension would be required to serve the lots on NE 17th St.
- Current code allows a developer to request a minor subdivision waiver (approved by Community Development Director and City Engineer) however, due to proximity of the sewer main and the size of the lot, an extension would be required.

Major Subdivision Waiver

- Option 3 would allow the applicant to request from the Council, a subdivision waiver to the requirements for sidewalks and half street improvements. This waiver must be approved prior to the applicant submitting a replat application. If the waiver is denied, the applicant must apply for a preliminary and final plat and be required to install the required public improvements or pay a fee in lieu.

Proportionality Appeal

This remains available under Options 1, 2, & 3. Purpose is to prevent disproportionate burden to the owner. The purpose of the petition for relief from the dedication or construction requirement is to ensure that the imposition of uniform dedication and construction standards to a proposed development does not result in a disproportionate burden on the property owner, taking into consideration the nature and extent of the demands created by the proposed development on the City's roadways and public facilities systems.



10304 Morrison Ln

- Pre-application meeting held 9/10/2019
- There is currently one (1) single family home on one (1) lot.
- Lot has approximately 315' of frontage on Morrison Ln & approximately 115' of frontage on Oak Park Dr.
- This is a corner lot and has never been platted.



10304 Morrison Ln Proposed Subdivision

- Morrison Ln & Oak Park Dr are both substandard roads and do not meet current requirements.
- Curb and gutter are not present along the length of either street.
- No sidewalks are present on either Morrison Ln or Oak Park Dr.
- With the proposed subdivision, all lots would have the minimum required frontage of 50'.



10304 Morrison Ln Proposed Water Extension

- A water main extension would be required to provide access to the northern lot



How Proposed Ordinance Amendment Would Apply to this Subdivision

Options 1 & 2 differ with respect to replats. This area has never been platted and would be required to go through the preliminary & final plat processes.

Streets: When a proposed development abuts a substandard street, the developer shall choose one of the following options:

- Improve the substandard street (both Morrison Ln & Oak

Park Dr)

- File a proportionality appeal
- Request to pay a fee in lieu of the street improvements - fee is determined by the City Engineer based on quantity of materials and work required, including incidentals such as drainage, using current market prices.

Sidewalks:

- The developer shall install sidewalks within the development along street rights-of-way and along the existing streets fronting the development.
- Community Development Director may approve a fee in lieu of construction of sidewalks. Fee is 115% of the estimated total construction cost (labor included).

Water:

- A water main extension would be required to serve the northern lot.
- Current code allows a developer to request a minor subdivision waiver (approved by Community Development Director and City Engineer) however, due to proximity of the sewer main and the size of the lot, an extension would be required.

Major Subdivision Waiver

Option 3 would allow the applicant to request from the Council, a subdivision waiver to the requirements for sidewalks and half street improvements. This waiver must be approved prior to the applicant submitting a replat application. If the waiver is denied, the applicant must apply for a preliminary and final plat and be required to install the required public improvements or pay a fee in lieu.

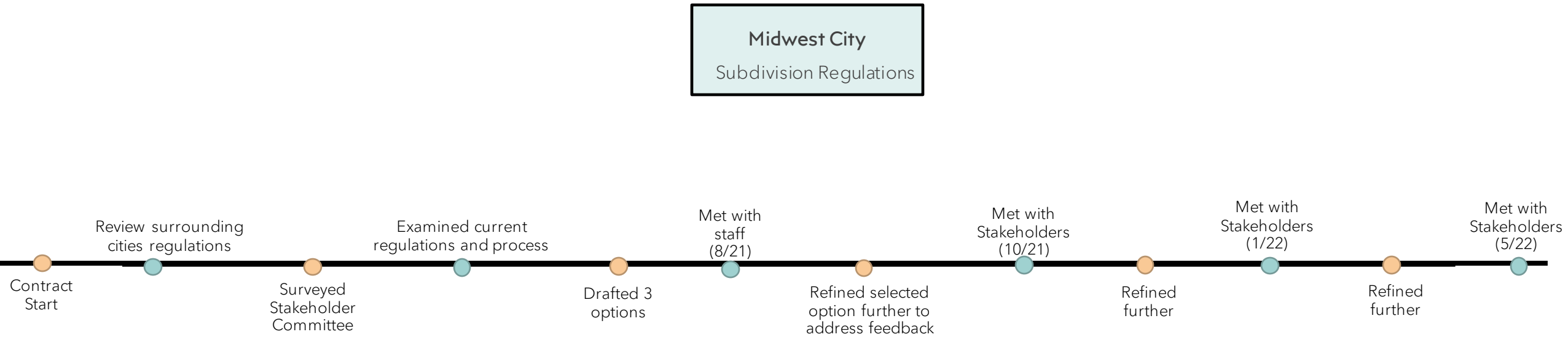
Proportionality Appeal

This remains available under Options 1, 2, & 3. Purpose is to prevent disproportionate burden to the owner. The purpose of the petition for relief from the dedication or construction requirement is to ensure that the imposition of uniform dedication and construction standards to a proposed development does not result in a disproportionate burden on the property owner, taking into consideration the nature and extent of the demands created by the proposed development on the City's roadways and public facilities systems.



Powered by ArcGIS StoryMaps

PROJECT APPROACH & TIMELINE



OPTIONS

1

NO WAIVERS

Improvements must be
made

2

IMPACT FEE

Flat fee charged for new
development

3

FEE IN-LIEU

% of construction costs

PROPOSED CHANGES

Eliminate major subdivision waivers for substandard roads and sidewalk improvements

Drainage and utilities plans required

Establish fee in-lieu option for roads

Change fee amount for sidewalks to flat amount

Tie fees to inflation

PLATTING PROCESS

EXISTING REGULATIONS

- Replat → replat of all or a portion of a recorded plat may be approved without vacation
 - If construction is required, must submit construction plans for approval by City Engineer
- 3 or less lots → Minor Plat, if no utilities extensions are needed
- More than 3 lots, not a replat → Preliminary and Final
 - Preliminary stormwater management plan
 - Preliminary drainage plan
 - Preliminary utility plan
 - Approved dedication of parks/open space or fees
 - Preliminary site development plan
 - Street layout plan
 - Street signage and striping plan
 - Tree canopy management plan or tree mitigation plan
 - Other plans if deemed necessary for thorough review by the director of community development or the city engineer

AFTER PROPOSED CHANGES

- Eliminate Replats
- 5 or less lots → Minor plat (functions as Final Plat), allowed even if utilities extension are needed
 - Right for the City to request any item required during the preliminary plat stage, ensuring Staff and Council have the ability to review drainage or other areas of concern
 - Required construction plans for any and all improvements
- More than 5 lots → Preliminary and Final plats
 - Preliminary stormwater management plan
 - Preliminary drainage plan
 - Preliminary utility plan
 - Approved dedication of parks/open space or fees
 - Preliminary site development plan
 - Street layout plan
 - Street signage and striping plan
 - Tree canopy management plan or tree mitigation plan
 - Other plans if deemed necessary for thorough review by the director of community development or the city engineer

PROPOSED FEES & REQUIREMENTS

Sidewalk fee in-lieu

70% construction cost (\$25.74/lf)
= \$18.02/lf
[currently 115%]

Road fee in-lieu

70% construction cost (\$142) =
\$104.10 per linear foot of all
frontages
[originally proposed as 80%]

*updated December 2022

- Utilities extensions required
- Fees in-lieu paid at platting, by developer
- If paying road fee-in-lieu, must also pay sidewalk fee-in-lieu
- Fees automatically tied to inflation
- Funds collected shall be used to pay for capital improvements to the transportation system, including sidewalks, within the corporate limits of the city
 - May also be used as matching funds in pursuit of federal or state transportation program funding
 - May NOT be used for operating or maintenance costs

COSTS OF IMPROVEMENTS

Based on Private Development Costs* for 200 Linear Feet

HALF STREET IMPROVEMENTS

| | | |
|-------------------------------|------|-------------------------------|
| 245 SY OF HALF STREET PAVING | \$45 | 11,025 |
| 200 LF OF CURB AND GUTTER | \$30 | 6,000 |
| 335 SY OF STABLIZED SUB-GRADE | \$8 | 5,000 |
| GRADING | | \$5,000 |
| CONTINGENCY | 15% | \$3,705.75 |
| | | \$28,410.75 |
| | | DIVIDED BY 200 \$142/LF |

*based on December 2021 costs



EXAMPLE 1

NE 7TH AND PINE (SOUTH)

| | FEE IN-LIEU | | | REQUIRED IMPROVEMENTS | | | frontage |
|--------------------------------|------------------|-----------------|------------------|-----------------------|------------------|------------------|------------|
| | Roads | Sidewalks | TOTAL | Roads | Sidewalks | TOTAL | |
| NE 7th and Pine (South) | | | | | | | |
| LOT 1 | \$ 25,505 | \$ 4,415 | \$ 29,919 | \$ 34,790 | \$ 6,125 | \$ 40,915 | 245 |
| LOT 2 | \$ 10,410 | \$ 1,802 | \$ 12,212 | \$ 14,200 | \$ 2,500 | \$ 16,700 | 100 |
| LOT 3 | \$ 9,890 | \$ 1,712 | \$ 11,601 | \$ 13,490 | \$ 2,375 | \$ 15,865 | 95 |
| | \$ 45,804 | \$ 7,929 | \$ 53,733 | \$ 62,480 | \$ 11,000 | \$ 73,480 | 440 |

Works out to an average cost of \$26,866.50 per new lot

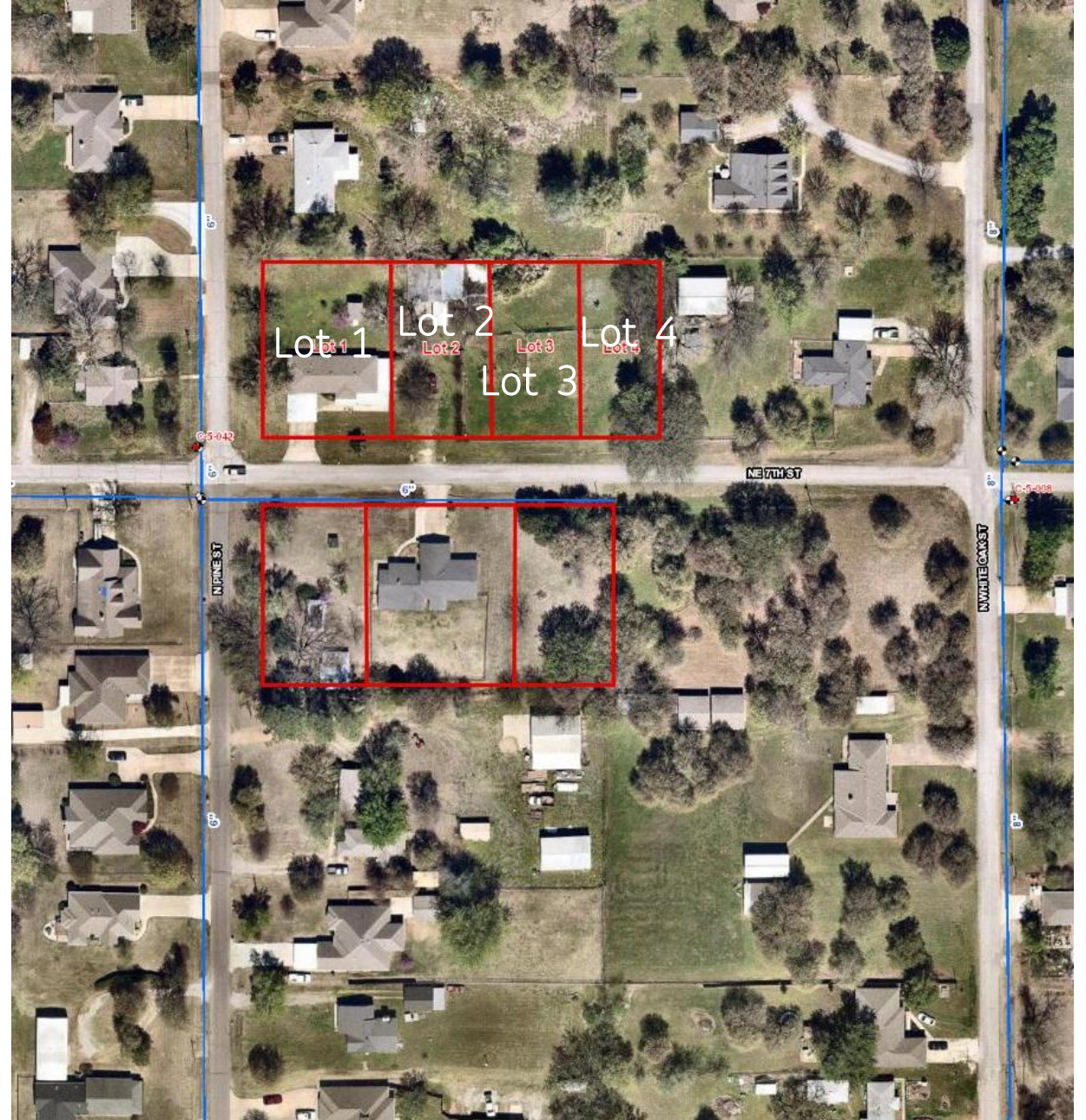


EXAMPLE 2

NE 7TH AND PINE (NORTH)

| | FEE IN-LIEU | | | REQUIRED IMPROVEMENTS | | | | frontage |
|-------------------------|------------------|-----------------|------------------|-----------------------|------------------|------------------|------------|----------|
| NE 7th and Pine (North) | | | | | | | | |
| LOT 1 | \$ 26,233 | \$ 4,541 | \$ 30,774 | \$ 35,784 | \$ 6,300 | \$ 42,084 | 252 | |
| LOT 2 | \$ 8,120 | \$ 1,406 | \$ 9,525 | \$ 11,076 | \$ 1,950 | \$ 13,026 | 78 | |
| LOT 3 | \$ 7,235 | \$ 1,252 | \$ 8,487 | \$ 9,869 | \$ 1,738 | \$ 11,607 | 69.5 | |
| LOT 4 | \$ 7,235 | \$ 1,252 | \$ 8,487 | \$ 9,869 | \$ 1,738 | \$ 11,607 | 69.5 | |
| | \$ 48,823 | \$ 8,451 | \$ 57,274 | \$ 66,598 | \$ 11,725 | \$ 78,323 | 469 | |

Works out to an average cost of \$19,091 per new lot



EXAMPLE 3

NE 17TH AND NE 16TH

| | FEE IN-LIEU | | | REQUIRED IMPROVEMENTS | | | frontage |
|-------------------|------------------|-----------------|------------------|-----------------------|-----------------|------------------|------------|
| NE 17th / NE 16th | | | | | | | |
| LOT 1 | \$ 6,246 | \$ 1,081 | \$ 7,327 | \$ 8,520 | \$ 1,500 | \$ 10,020 | 60 |
| LOT 2 | \$ 10,618 | \$ 1,838 | \$ 12,456 | \$ 14,484 | \$ 2,550 | \$ 17,034 | 102 |
| LOT 3 | \$ 16,864 | \$ 2,919 | \$ 19,783 | \$ 23,004 | \$ 4,050 | \$ 27,054 | 162 |
| | \$ 33,728 | \$ 5,838 | \$ 39,567 | \$ 46,008 | \$ 8,100 | \$ 54,108 | 324 |

Works out to an average cost of \$19,783.50 per new lot



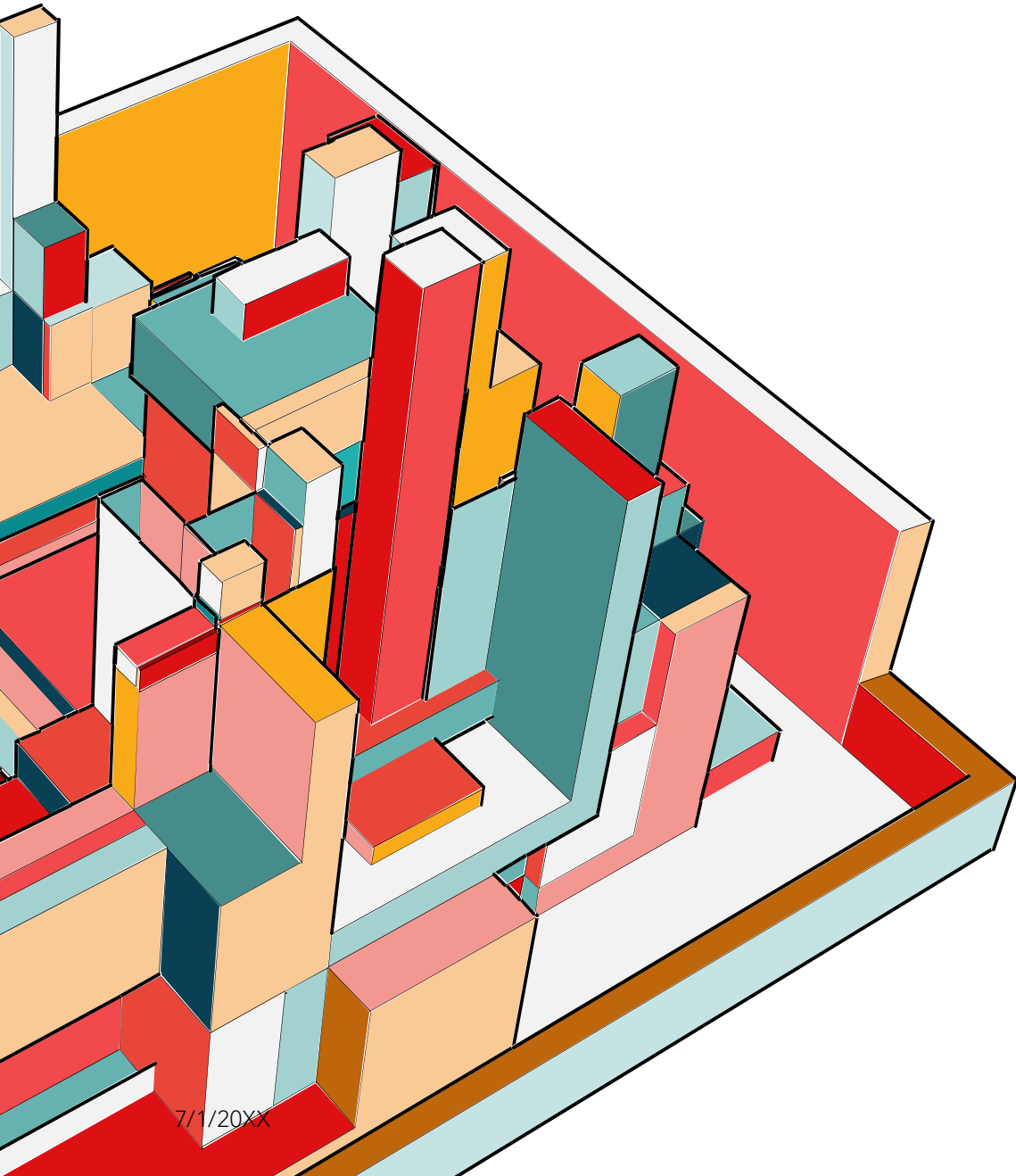
EXAMPLE 4

Morrison

| | FEE IN-LIEU | | | REQUIRED IMPROVEMENTS | | | frontage |
|-----------------------|------------------|-----------------|------------------|-----------------------|------------------|------------------|------------|
| Morrison Total | | | | | | | |
| LOT 1 | \$ 23,631 | \$ 4,091 | \$ 27,721 | \$ 32,234 | \$ 5,675 | \$ 37,909 | 227 |
| LOT 2 | \$ 21,757 | \$ 3,766 | \$ 25,523 | \$ 29,678 | \$ 5,225 | \$ 34,903 | 209 |
| | \$ 45,388 | \$ 7,857 | \$ 53,244 | \$ 61,912 | \$ 10,900 | \$ 72,812 | 436 |

Works out to cost of \$53,244 per new lot





SUMMARY

Consensus that waivers are undesirable

Forcing developers to install improvements is unpalatable and may limit development

City is willing to subsidize costs in order to encourage infill development

- 30% savings for developers
- 70% of construction cost to City

NEXT STEPS



- RESEARCH & ENGAGEMENT

- DRAFTING

- Staff feedback

- Stakeholder feedback

- CITY COUNCIL STRATEGIC MEETING

- PLANNING COMMISSION



- ADOPTION PROCESS

DISCUSSION

Johnson & Associates

405-235-8075

tim@jaokc.com

mark@jaokc.com



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: January 10, 2023
SUBJECT: Review of the City Manager's Report for the month of November 2022.

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

| | |
|---|-------------|
| 2018 Election G.O. Bond (270) decreased because of the payments for: | |
| Capital Outlay | <\$561,256> |
| 2022 Issue G.O. Bond (272) decreased due to the payments for: | |
| Capital Outlay | <\$251,932> |
| G.O. Debt Services (350) decreased because of the payments for: | |
| Interests | <\$405,481> |
| MWC Hospital Authority (425) activities for November: | |
| Compounded Principal (9010) - unrealized gain on investment | \$3,000,671 |
| Discretionary (9050) - unrealized gain on investment | \$1,270,820 |

Tiatia Cromar
Tiatia Cromar
Finance Director/ City Treasurer

City of Midwest City
Financial Summary by Fund
for Period Ending November, 2022

(Unaudited)

| Fund Number | Fund Description | Assets | Liabilities | 6/30/2022 Fund Balance | Revenues | Expenditures | Gain or (Loss) | Fund Balance |
|-------------|------------------------------|------------|-------------|------------------------|------------|--------------|----------------|--------------|
| 9 | GENERAL GOVERNMENT SALES TAX | 6,477,490 | (225,701) | 6,202,732 | 1,422,600 | (1,373,543) | 49,056 | 6,251,789 |
| 10 | GENERAL | 14,374,151 | (156,701) | 13,381,189 | 19,459,959 | (18,623,698) | 836,261 | 14,217,450 |
| 11 | CAPITAL OUTLAY RESERVE | 734,342 | - | 730,854 | 3,489 | - | 3,489 | 734,342 |
| 13 | STREET AND ALLEY FUND | 1,704,797 | - | 1,545,784 | 234,069 | (75,056) | 159,013 | 1,704,797 |
| 14 | TECHNOLOGY FUND | 625,766 | (498) | 608,488 | 139,946 | (123,167) | 16,779 | 625,268 |
| 15 | STREET LIGHT FEE | 1,291,253 | - | 1,410,644 | 253,141 | (372,532) | (119,391) | 1,291,253 |
| 16 | REIMBURSED PROJECTS | 1,315,797 | - | 1,218,188 | 385,055 | (287,445) | 97,610 | 1,315,797 |
| 20 | MWC POLICE DEPARTMENT | 11,954,466 | (4,092) | 10,821,631 | 8,233,106 | (7,104,362) | 1,128,744 | 11,950,375 |
| 21 | POLICE CAPITALIZATION | 1,586,970 | - | 1,171,789 | 673,622 | (258,440) | 415,181 | 1,586,970 |
| 25 | JUVENILE FUND | 82,084 | - | 75,439 | 21,102 | (14,457) | 6,645 | 82,084 |
| 30 | POLICE STATE SEIZURES | 104,723 | - | 101,472 | 4,531 | (1,280) | 3,251 | 104,723 |
| 31 | SPECIAL POLICE PROJECTS | 81,165 | - | 84,349 | 912 | (4,096) | (3,184) | 81,165 |
| 33 | POLICE FEDERAL PROJECTS | 43,976 | - | 45,893 | 83 | (2,000) | (1,917) | 43,976 |
| 34 | POLICE LAB FEE FUND | 25,335 | - | 30,303 | 131 | (5,099) | (4,968) | 25,335 |
| 35 | EMPLOYEE ACTIVITY FUND | 19,235 | (417) | 16,725 | 3,741 | (1,648) | 2,093 | 18,818 |
| 36 | JAIL | 216,848 | - | 209,742 | 39,259 | (32,154) | 7,105 | 216,848 |
| 37 | POLICE IMPOUND FEE | 116,743 | - | 111,802 | 16,290 | (11,349) | 4,941 | 116,743 |
| 40 | MWC FIRE DEPARTMENT | 8,289,545 | (4) | 7,340,176 | 6,394,518 | (5,445,153) | 949,365 | 8,289,541 |
| 41 | FIRE CAPITALIZATION | 1,966,246 | - | 1,767,754 | 285,688 | (87,196) | 198,492 | 1,966,246 |
| 45 | MWC WELCOME CENTER | 402,708 | - | 341,538 | 93,732 | (32,562) | 61,170 | 402,708 |
| 46 | CONV / VISITORS BUREAU | 485,070 | - | 388,480 | 187,641 | (91,052) | 96,589 | 485,070 |
| 60 | CAPITAL DRAINAGE IMP | 436,255 | - | 509,632 | 198,730 | (272,106) | (73,377) | 436,255 |
| 61 | STORM WATER QUALITY | 1,351,898 | (528) | 1,291,987 | 356,729 | (297,347) | 59,383 | 1,351,370 |
| 65 | STREET TAX FUND | 2,214,765 | - | 2,104,415 | 251,352 | (141,002) | 110,350 | 2,214,765 |
| 70 | EMERGENCY OPER FUND | 1,210,458 | - | 1,103,988 | 348,942 | (242,472) | 106,470 | 1,210,458 |
| 75 | PUBLIC WORKS ADMIN | 916,061 | - | 862,661 | 552,787 | (499,387) | 53,400 | 916,061 |
| 80 | INTERSERVICE FUND | 660,814 | - | 732,643 | 1,181,177 | (1,253,007) | (71,830) | 660,814 |
| 81 | SURPLUS PROPERTY | 657,566 | (533,809) | 121,392 | 25,345 | (22,980) | 2,365 | 123,757 |
| 115 | ACTIVITY FUND | 385,242 | (1) | 420,799 | 67,401 | (102,959) | (35,558) | 385,241 |
| 123 | PARK & RECREATION | 1,973,312 | (150) | 1,890,199 | 295,751 | (212,788) | 82,963 | 1,973,162 |
| 141 | COMM. DEV. BLOCK GRANT | 6,029 | - | 6,029 | 374,382 | (374,382) | - | 6,029 |
| 142 | GRANTS/HOUSING ACTIVITIES | 187,989 | (1,377) | 193,333 | 9,250 | (15,971) | (6,721) | 186,612 |
| 143 | GRANT FUNDS | 113,114 | (53,114) | 60,000 | 1,323,385 | (1,323,385) | - | 60,000 |

City of Midwest City
Financial Summary by Fund
for Period Ending November, 2022
(Unaudited)

| Fund Number | Fund Description | Assets | Liabilities | 6/30/2022 Fund Balance | Revenues | Expenditures | Gain or (Loss) | Fund Balance |
|-------------|------------------------------|-------------|--------------|------------------------|------------|--------------|----------------|--------------|
| 157 | CAPITAL IMPROVEMENTS | 2,922,310 | - | 3,046,637 | 515,148 | (639,475) | (124,326) | 2,922,310 |
| 172 | CAP. WATER IMP-WALKER | 2,341,271 | - | 2,126,130 | 262,417 | (47,276) | 215,141 | 2,341,271 |
| 178 | CONST LOAN PAYMENT REV | 4,247,088 | (25,605) | 3,829,887 | 409,050 | (17,454) | 391,596 | 4,221,484 |
| 184 | SEWER BACKUP FUND | 77,514 | - | 78,442 | 372 | (1,300) | (928) | 77,514 |
| 186 | SEWER CONSTRUCTION | 7,081,062 | - | 6,333,540 | 646,811 | 100,711 | 747,522 | 7,081,062 |
| 187 | UTILITY SERVICES | 700,833 | (924) | 569,162 | 558,394 | (427,647) | 130,747 | 699,909 |
| 188 | CAP. SEWER IMP.-STROTH | 1,682,589 | - | 1,492,855 | 342,853 | (153,119) | 189,734 | 1,682,589 |
| 189 | UTILITIES CAPITAL OUTLAY | 2,578,854 | (99,401) | 2,370,728 | 178,708 | (69,983) | 108,725 | 2,479,453 |
| 190 | MWC SANITATION DEPARTMENT | 5,859,256 | (528) | 5,697,494 | 3,477,526 | (3,316,291) | 161,235 | 5,858,728 |
| 191 | MWC WATER DEPARTMENT | 4,916,545 | (2,354) | 4,186,677 | 3,707,488 | (2,979,974) | 727,514 | 4,914,191 |
| 192 | MWC SEWER DEPARTMENT | 4,916,165 | (853) | 4,288,741 | 3,536,518 | (2,909,947) | 626,571 | 4,915,312 |
| 193 | MWC UTILITIES AUTHORITY | 1,016,564 | - | 1,012,225 | 4,855 | (516) | 4,340 | 1,016,564 |
| 194 | DOWNTOWN REDEVELOPMENT | 579,839 | (5,045) | 572,042 | 2,752 | - | 2,752 | 574,794 |
| 195 | HOTEL/CONFERENCE CENTER | 581,869 | (1,082,834) | (593,157) | 1,509,959 | (1,417,768) | 92,192 | (500,965) |
| 196 | HOTEL 4% FF&E | 791,623 | (28,462) | 633,934 | 577,482 | (448,255) | 129,227 | 763,161 |
| 197 | JOHN CONRAD REGIONAL GOLF | 757,710 | (288,320) | (11,052) | 1,059,171 | (578,729) | 480,442 | 469,390 |
| 201 | URBAN RENEWAL AUTHORITY | 48,944 | - | 48,711 | 232 | - | 232 | 48,944 |
| 202 | RISK MANAGEMENT | 708,653 | (37) | 1,105,412 | 415,868 | (812,664) | (396,796) | 708,617 |
| 204 | WORKERS COMP | 3,892,897 | - | 3,922,674 | 337,161 | (366,939) | (29,777) | 3,892,897 |
| 220 | ANIMALS BEST FRIEND | 90,065 | - | 78,729 | 32,016 | (20,681) | 11,335 | 90,065 |
| 225 | HOTEL MOTEL FUND | - | - | - | 305,719 | (305,719) | - | - |
| 230 | CUSTOMER DEPOSITS | 1,533,464 | (1,533,464) | - | 7,413 | (7,413) | - | - |
| 235 | MUNICIPAL COURT | 94,752 | (94,752) | - | 410 | (410) | - | - |
| 240 | L & H BENEFITS | 2,352,418 | (44,062) | 2,593,797 | 4,086,896 | (4,372,339) | (285,442) | 2,308,355 |
| 250 | CAPITAL IMP REV BOND | 3,494,776 | (42,459,628) | (40,455,318) | 7,014,712 | (5,524,246) | 1,490,466 | (38,964,852) |
| 269 | 2002 G.O. STREET BOND | 263,462 | - | 281,459 | 1,262 | (19,260) | (17,998) | 263,462 |
| 270 | 2018 ELECTION G.O. BOND | 10,291,231 | (296,157) | 12,820,735 | 65,226 | (2,890,887) | (2,825,661) | 9,995,074 |
| 271 | 2018 G.O. BONDS PROPRIETARY | 700,797 | (114,580) | 1,710,655 | 4,855 | (1,129,293) | (1,124,438) | 586,217 |
| 272 | 2022 ISSUE G.O. BOND | 5,005,078 | (73,929) | 5,580,752 | 25,079 | (674,681) | (649,602) | 4,931,150 |
| 310 | DISASTER RELIEF | 12,657,867 | (195,144) | 11,223,265 | 1,389,072 | (149,614) | 1,239,458 | 12,462,723 |
| 340 | REVENUE BOND SINKING FUND | - | - | - | 3,054,404 | (3,054,404) | - | - |
| 350 | G. O. DEBT SERVICES | 2,135,575 | (14,576) | 2,746,704 | 82,287 | (707,992) | (625,704) | 2,121,000 |
| 352 | SOONER ROSE TIF | 1,344,375 | - | 867,568 | 480,306 | (3,500) | 476,806 | 1,344,375 |
| 353 | ECONOMIC DEV AUTHORITY | 56,043,277 | (50,754,597) | 4,866,817 | 602,339 | (180,476) | 421,863 | 5,288,680 |
| 425-9010 | MWC HOSP AUTH-COMP PRINCIPAL | 105,480,177 | (21,227) | 103,095,471 | 4,744,307 | (2,380,827) | 2,363,480 | 105,458,951 |
| 425-9050 | MWC HOSP AUTH-DISCRETIONARY | 20,125,761 | (11,899) | 17,187,434 | 3,323,152 | (396,724) | 2,926,428 | 20,113,862 |
| 425-9060 | MWC HOSP IN LIEU OF/ROR/MISC | 9,949,629 | - | 10,081,716 | 81 | (132,167) | (132,086) | 9,949,630 |
| 425-9080 | MWC HOSP AUTH GRANTS | 651,183 | - | 135,671 | 515,512 | - | 515,512 | 651,183 |
| | TOTAL | 339,927,681 | (98,124,768) | 230,428,584 | 86,115,661 | (74,741,329) | 11,374,332 | 241,802,915 |



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: January 10, 2023
RE: Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager.

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of November 2022, which is the fifth (5) period of the FY 2022/2023.

Troy Bradley, Human Resources Director

| <u>FISCAL YEAR 2022-2023</u> | <u>Jul-22</u> | <u>Aug-22</u> | <u>Sep-22</u> | <u>Oct-22</u> | <u>Nov-22</u> | <u>Dec-22</u> | <u>Jan-23</u> | <u>Feb-23</u> | <u>Mar-23</u> | <u>Apr-23</u> | <u>May-23</u> | <u>Jun-23</u> |
|---------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 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 | | | | | | | |
| 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 | | | | | | | |
| | | | | | | | | | | | | |
| PLAN CLAIMS/ADMIN COSTS | <u>Jul-22</u> | <u>Aug-22</u> | <u>Sep-22</u> | <u>Oct-22</u> | <u>Nov-22</u> | <u>Dec-22</u> | <u>Jan-23</u> | <u>Feb-23</u> | <u>Mar-23</u> | <u>Apr-23</u> | <u>May-23</u> | <u>Jun-23</u> |
| 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 | | | | | | | |
| 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 | | | | | | | |
| | | | | | | | | | | | | |
| EXCESS INCOME vs. EXPENDITURES | <u>Jul-22</u> | <u>Aug-22</u> | <u>Sep-22</u> | <u>Oct-22</u> | <u>Nov-22</u> | <u>Dec-22</u> | <u>Jan-23</u> | <u>Feb-23</u> | <u>Mar-23</u> | <u>Apr-23</u> | <u>May-23</u> | <u>Jun-23</u> |
| 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 | | | | | | | |
| 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 | | | | | | | |
| | | | | | | | | | | | | |
| FISCAL YEAR 2021-2022 | <u>Jul-21</u> | <u>Aug-21</u> | <u>Sep-21</u> | <u>Oct-21</u> | <u>Nov-21</u> | <u>Dec-21</u> | <u>Jan-22</u> | <u>Feb-22</u> | <u>Mar-22</u> | <u>Apr-22</u> | <u>May-22</u> | <u>Jun-22</u> |
| PLAN INCOME | | | | | | | | | | | | |
| Projected Budgeted (MTD) | 910,012 | 910,012 | 910,012 | 910,012 | 910,012 | 910,012 | 910,012 | 910,012 | 910,012 | 910,012 | 910,012 | 910,012 |
| Actual (MTD) | 832,833 | 851,193 | 896,598 | 852,564 | 857,814 | 901,700 | 911,369 | 1,022,341 | 887,972 | 856,646 | 881,245 | 866,030 |
| Projected Budgeted (YTD) | 910,012 | 1,820,024 | 2,730,036 | 3,640,048 | 4,550,060 | 5,460,072 | 6,370,084 | 7,280,096 | 8,190,108 | 9,100,120 | 10,010,132 | 10,920,144 |
| Actual (YTD) | 832,833 | 1,684,026 | 2,580,624 | 3,433,188 | 4,291,002 | 5,192,702 | 6,104,071 | 7,126,412 | 8,014,384 | 8,871,030 | 9,752,275 | 10,618,305 |
| | | | | | | | | | | | | |
| PLAN CLAIMS/ADMIN COSTS | <u>Jul-21</u> | <u>Aug-21</u> | <u>Sep-21</u> | <u>Oct-21</u> | <u>Nov-21</u> | <u>Dec-21</u> | <u>Jan-22</u> | <u>Feb-22</u> | <u>Mar-22</u> | <u>Apr-22</u> | <u>May-22</u> | <u>Jun-22</u> |
| Projected Budgeted (MTD) | 804,741 | 1,005,926 | 804,741 | 804,741 | 1,005,926 | 804,741 | 1,005,926 | 804,741 | 804,741 | 804,741 | 1,005,926 | 804,741 |
| Actual (MTD) | 710,070 | 876,960 | 831,545 | 803,008 | 769,847 | 1,031,306 | 744,765 | 730,685 | 676,548 | 674,589 | 897,321 | 718,526 |
| Projected Budgeted (YTD) | 804,741 | 1,810,667 | 2,615,408 | 3,420,149 | 4,426,075 | 5,230,816 | 6,236,742 | 7,041,483 | 7,846,224 | 8,650,965 | 9,656,891 | 10,461,632 |
| Actual (YTD) | 710,070 | 1,587,030 | 2,418,575 | 3,221,583 | 3,991,430 | 5,022,736 | 5,767,501 | 6,498,186 | 7,174,734 | 7,849,323 | 8,746,644 | 9,465,170 |
| | | | | | | | | | | | | |
| EXCESS INCOME vs. EXPENDITURES | <u>Jul-21</u> | <u>Aug-21</u> | <u>Sep-21</u> | <u>Oct-21</u> | <u>Nov-21</u> | <u>Dec-21</u> | <u>Jan-22</u> | <u>Feb-22</u> | <u>Mar-22</u> | <u>Apr-22</u> | <u>May-22</u> | <u>Jun-22</u> |
| Projected Budgeted (MTD) | 105,271 | -95,914 | 105,271 | 105,271 | -95,914 | 105,271 | -95,914 | 105,271 | 105,271 | 105,271 | -95,914 | 105,271 |
| Actual (MTD) | 122,763 | -25,767 | 65,053 | 49,556 | 87,967 | -129,606 | 166,604 | 291,656 | 211,424 | 182,057 | -16,076 | 147,504 |
| Projected Budgeted (YTD) | 105,271 | 9,357 | 114,628 | 219,899 | 123,985 | 229,256 | 133,342 | 238,613 | 343,884 | 449,155 | 353,241 | 458,512 |
| Actual (YTD) | 122,763 | 96,996 | 162,049 | 211,605 | 299,572 | 169,966 | 336,570 | 628,226 | 839,650 | 1,021,707 | 1,005,631 | 1,153,135 |

November 5/FY 2023: \$2,306,140
 November 5/FY 2022: \$1,739,498
 November 5/FY 2021: \$1,326,902
 November 5/FY 2020: \$1,690,309

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

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

December 6th, 2022 - 6:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on December 6th, 2022 at 6:00 p.m., with the following members present:

Commissioners present: Russell Smith
 Jess Huskey
 Rick Dawkins
 Jim Smith
 Jim Campbell

Commissioners absent: Dee Collins
 Dean Hinton

Staff present: Billy Harless, Community Development Director
 Emily Richey, Current Planning Manager
 Patrick Menefee, City Engineer
 Petya Stefanoff, Comprehensive Planner
 Tami Anderson, Administrative Assistance

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 Chairman Russell Smith , seconded by Jess Huskey, to approve the minutes of the October 4th, 2022 Planning Commission meeting as presented. Voting aye: Huskey, R. Smith, Dawkins, J. Smith and Campbell. Nay: none. Motion carried.

C. NEW MATTERS

1. (PC –2132) Public hearing with discussion and consideration of the Final Plat of The Curve, described as part of the Southwest Quarter (SW/4) of Section Eight (8), Township Eleven North (T11N), Range One West (R1W), of the Indian Meridian (I.M.), Midwest City, Oklahoma County, Oklahoma, located at 11004 SE 28th Street.

The applicant, Jason of Craft & Tull, was present and addressed the council.

General discussion and discussed the issue about the drainage issue brought up by citizens.

There was general discussion amongst the Commission. The following people addressed the commission:
Charles Allen- 11021 28th St. - concerned about the detention wall – not a stockade fence on Westminster
Tim Fanny – 11200 SE 28St. - he is 2 lots over and concerned about the sidewalks, trails on 28th St.
Gary Walker – 11151 SE 28th St – Noticed a Dip on the pavement and would like it checked.

Patrick Menefee - City Engineer took note of the issues and would go out and check on these the next day.

The Committee suggested that the city check out the drainage and the road issue out as soon as possible.

A motion was made by Chairperson R. Smith, seconded by Jess Huskey to recommend Approval of this item.
Voting aye: Huskey, R. Smith, Dawkins, J. Smith and Campbell
Nay: None. Motion: Carried.

2. (PC -2133) Discussion and consideration of an ordinance to redistrict from PUD, Planned Unit Development, governed by C-4, General Commercial District, to PUD, Planned Unit Development, governed by I-1, Light Industrial District, for the property described as part of the Northeast Quarter (NE/4) of Section Eleven (11), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma located at 2113 S. Douglas Boulevard.

There was general discussion amongst the Commission. The following people addressed the commission:

The applicant, Tom Strayhorn, of 1301 Pine Ridge, was present.
The applicant, John Strayhorn, of 16427 SW 23rd St OKC, was present.

The applicants gave detailed information on the processing and monitoring of this Medical Marijuana Processor Grower.
There were concerns on the gasses/odor but that was all explained.

A motion was made by Chairperson R. Smith, seconded by Rick Dawkins to recommend Approval of this item.
Voting aye: Huskey, R. Smith, Dawkins, J. Smith and, Campbell
Nay: None. Motion - Carried.

3. (PC -2134) Public hearing with discussion and consideration of approval of the proposed Preliminary Plat of the 29th Street Apartments for the property described as part of the Southwest Quarter (SW/4) of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, located at 9309 SE 29th Street.

There was general discussion amongst the Commission. The following people addressed the commission:

It was also discussed that the plans were not complete and that they would be completed prior to submitting to City Council.

The applicant, Tim Johnson, of Johnson & Assoc. was present.
Gave a detailed plan of the detention and trails/easements of the Apartments.

A motion was made by Chairperson R. Smith, seconded by Jess Huskey to recommend Approval of this item, subject to the submission of the missing items.
Voting aye: Huskey, R. Smith, Dawkins, J. Smith and, Campbell
Nay: None. Motion - Carried.

#4. - Discussion. Consideration and Possible Action, Including Any Possible Amendment to, Accept and Adopt the Air Depot Corridor Plan by Catalyst Commercial.

There was general discussion amongst the Commission. The following people addressed the commission:

The applicant, Jason Claunch, of Catalyst Commercial, was present.

They had a PowerPoint presentation on the Air Depot Corridor Plan. He provided a brief presentation the research and findings of the plan that addresses four key point in our effort to reinvigorate the Air Depot Blvd.

Chairman Russell Smith commented on that it was a great presentation.

A motion was made by Chairperson R. Smith, seconded by R. Dawkins to recommend Approval of this item.
Voting aye: Huskey, R. Smith, Dawkins, J. Smith and, Campbell
Nay: None. Motion - Carried.

#5. - Discussion, consideration and possible action on amendments to the City Ordinances of the City of Midwest City, Chapter 38, Subdivision Regulations.

There was general discussion amongst the Commission. The following people addressed the commission:

The applicant, Tim Johnson, of Johnson and Associates, was present.

The applicant presented a PowerPoint presentation proposing changes to the Subdivision Regulations to address or eliminate waivers to infrastructure improvements.

A motion was made by Chairperson R. Smith, seconded by R. Dawkins to recommend Approval of this item.
Voting aye: Huskey, R. Smith, Dawkins, J. Smith and, Campbell
Nay: None. Motion - Carried.

D. COMMISSION DISCUSSION:

E. PUBLIC DISCUSSION:

F. FURTHER INFORMATION:
No Planning Commission Meeting on January 4th 2023

G. ADJOURNMENT:

A motion to adjourn was made by Dawkins, Seconded by Huskey.
Voting aye: Huskey, R. Smith, Dawkins, J. Smith, D. Hinton and Campbell.
Nay; None. Motion carried
The meeting adjourned at 7:43 p.m.

Chairman Russel Smith

(TA)



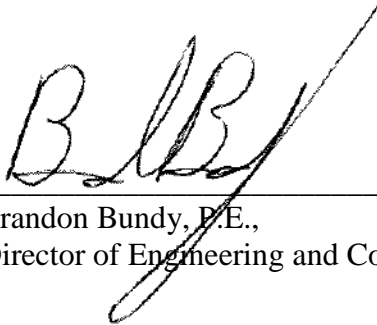
**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : January 10th, 2023

SUBJECT : Monthly Residential and Commercial Building report for November 2022



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



The City of Midwest City Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits Summary - Issued 11/1/2022 to 11/30/2022

Building - Commercial & Industrial

| <u>Count</u> | <u>Permit Type</u> | <u>Value</u> |
|---|---------------------------------|----------------------|
| 1 | Com Addition Bldg Permit | \$90,000.00 |
| 1 | Com Fence Permit | \$11,000.00 |
| 15 | Com General Electrical Permit | \$0.00 |
| 5 | Com General Mechanical Permit | \$0.00 |
| 4 | Com General Plumbing Permit | \$0.00 |
| 4 | Com New Const Bldg Permit | \$8,513,806.00 |
| 5 | Com New Const Electrical Permit | \$0.00 |
| 6 | Com New Const Plumbing Permit | \$0.00 |
| 13 | Com Remodel Bldg Permit | \$4,788,500.00 |
| 1 | Com Roofing Permit | |
| 13 | Com Sign Permit | \$93,481.90 |
| Total Value of Building - Commercial & Industrial: | | 13,496,787.90 |

Building - Public & Semi-Public

| <u>Count</u> | <u>Permit Type</u> | <u>Value</u> |
|--|------------------------------|-------------------|
| 2 | Hospital Remodel Bldg Permit | \$341,000.00 |
| Total Value of Building - Public & Semi-Public: | | 341,000.00 |

Building - Residential

| <u>Count</u> | <u>Permit Type</u> | <u>Value</u> |
|---|--|---------------------|
| 9 | Res Accessory Bldg Permit | \$230,948.24 |
| 5 | Res Carport Permit | \$19,150.00 |
| 2 | Res Demolition Permit | \$0.00 |
| 11 | Res Driveway Permit | \$0.00 |
| 3 | Res Fence Permit | \$8,400.00 |
| 35 | Res General Electrical Permit | \$0.00 |
| 24 | Res General Mechanical Permit | \$0.00 |
| 73 | Res General Plumbing Permit | \$0.00 |
| 2 | Res Multi-Fam New Const Bldg Permit | \$2,800,000.00 |
| 1 | Res Multi-Fam Remodel Bldg Permit | \$20,000.00 |
| 9 | Res New Const Electrical Permit | \$0.00 |
| 4 | Res New Const Mechanical Permit | \$0.00 |
| 10 | Res New Const Plumbing Permit | \$0.00 |
| 10 | Res Roofing Permit | \$30,000.00 |
| 3 | Res Single-Fam Addition Bldg Permit | \$144,000.00 |
| 13 | Res Single-Fam New Const Bldg Permit | \$3,464,277.00 |
| 3 | Res Single-Fam Remodel Building Permit | \$61,500.00 |
| 3 | Res Storm Shelter Permit | \$15,550.00 |
| Total Value of Building - Residential: | | 6,793,825.24 |

Grand Total: \$20,631,613.14



The City of Midwest City Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits by Type - Issued 11/1/2022 to 11/30/2022

Building - Commercial & Industrial

Com Addition Bldg Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|---------------------------------|--|---------------|--------------------|
| 11/1/22 | 7311 SE 29TH ST, MWC, OK, 73110 | Greg Coker- Progressive Constructors, Inc. | B-21-2456 | \$90,000.00 |
| | | | | \$90,000.00 |

Com Fence Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|----------------------------------|------------------|---------------|--------------------|
| 11/8/22 | 2841 GLOBAL PKWY, MWC, OK, 73110 | Marty Seikel | B-22-2871 | \$11,000.00 |
| | | | | \$11,000.00 |

Com New Const Bldg Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|----------------------------|--------------------|---------------|------------------------|
| 11/15/22 | 10012 E RENO AVE, 73130 | nick halfhill | B-22-0847 | \$1,800,000.00 |
| 11/16/22 | 2841 GLOBAL PKWY, 73110 | Michael Nevard | B-22-0180 | \$675,000.00 |
| 11/16/22 | 6123 SE 15TH ST, 73110 | Michael Scarbrough | B-22-1016 | \$2,000,000.00 |
| 11/16/22 | 6123 SE 15TH ST, 73110 | Nick Barber | B-22-1016 | \$2,000,000.00 |
| 11/18/22 | 8754 SE 15TH ST, OK, 73110 | NORTON, BERT | B-22-1754 | \$4,038,806.00 |
| | | | | \$10,513,806.00 |

Com Remodel Bldg Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|--------------------------------------|-----------------------|---------------|-----------------------|
| 11/1/22 | 212 S DOUGLAS BLVD, 73130 | Jay Baker | B-22-1215 | \$15,000.00 |
| 11/2/22 | 140 S MIDWEST BLVD, D, 73110 | Jonna Grant | B-22-2565 | \$14,000.00 |
| 11/3/22 | 10701 WATER PLANT RD, MWC, OK, 73130 | AT&T | B-22-1564 | \$15,000.00 |
| 11/4/22 | 7609 SE 29TH ST, MWC, OK, 73110 | Jason Tyler | B-22-2537 | \$1,760,000.00 |
| 11/9/22 | 8201 E RENO AVE, OK, 73110 | SPRAGUE, STEVE | B-21-0738 | \$750,000.00 |
| 11/14/22 | 2113 S AIR DEPOT BLVD, 73110 | JOHNSON, DWAYNE | B-21-2521 | \$5,500.00 |
| 11/15/22 | 231 W MCARTHUR DR, 73110 | JLOU PROPERTIES LLC | B-22-0068 | \$250,000.00 |
| 11/15/22 | 227 W MACARTHUR DR, MWC, OK, 73110 | Brock Corr | B-22-1695 | \$600,000.00 |
| 11/15/22 | 7179 SE 29TH ST, B MWC, OK, 73110 | Jack Moore - CMxM LLC | B-22-0947 | \$110,000.00 |
| 11/16/22 | 409 S AIR DEPOT BLVD, 73110 | Charles Hoshall | B-22-0374 | \$155,000.00 |
| 11/16/22 | 7271 SE 29TH ST, MIDWEST CITY, OK, 0 | Edward Burns | B-22-0880 | \$1,100,000.00 |
| 11/23/22 | 9045 HARMONY DR, MWC, OK, 73130 | Jason LoVette | B-22-2518 | \$2,000.00 |
| 11/28/22 | 9205 NE 23RD ST, 4, 73141 | Jeff Wallar | B-22-2629 | \$12,000.00 |
| | | | | \$4,788,500.00 |

Com Roofing Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|------------------------|------------------|---------------|--------------|
| 11/28/22 | 7546 SE 15TH ST, 73110 | ZAWLOCKI, JOHN | B-22-3077 | |

Com Sign Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|---------------------------------------|--|---------------|--------------|
| 11/4/22 | 7001 SE 29TH ST, MWC, OK, 73110 | Caitlin Schilling | B-22-0714 | \$6,631.90 |
| 11/4/22 | 7001 SE 29TH ST, MWC, OK, 73110 | Caitlin Schilling | B-22-1543 | \$0.00 |
| 11/4/22 | 7001 SE 29TH ST, MWC, OK, 73110 | Caitlin Schilling | B-22-1547 | \$200.00 |
| 11/4/22 | 7001 SE 29TH ST, MWC, OK, 73110 | Caitlin Schilling | B-22-1548 | \$1,200.00 |
| 11/4/22 | 7001 SE 29TH ST, MWC, OK, 73110 | Caitlin Schilling | B-22-1549 | \$1,200.00 |
| 11/4/22 | 7001 SE 29TH ST, 73110 | Caitlin Schilling | B-22-1541 | \$750.00 |
| 11/10/22 | 11300 SE 15TH ST, MIDWEST CITY, OK, 0 | Michael Hughes / Image360 | B-22-2730 | \$6,000.00 |
| 11/10/22 | 11300 SE 15TH ST, MIDWEST CITY, OK, 0 | Michael Hughes / Image360 | B-22-2728 | \$9,000.00 |
| 11/14/22 | 2014 S POST RD, OK, 73130 | David McNabb | B-22-2727 | \$3,000.00 |
| 11/15/22 | 351 N AIR DEPOT BLVD, BB, 73110 | Byron Boyd | B-22-2789 | \$1,500.00 |
| 11/15/22 | 409 S AIR DEPOT BLVD, OK, 73110 | Globe Sign Service | B-22-2582 | \$2,000.00 |
| 11/15/22 | 409 S AIR DEPOT BLVD, OK, 73110 | Globe Sign Service | B-22-2581 | \$2,000.00 |
| 11/15/22 | 409 S AIR DEPOT BLVD, OK, 73110 | TOM BAILEY | B-22-2581 | \$2,000.00 |
| 11/16/22 | 1000 S MIDWEST BLVD, OK, 73110 | Insignia Signs, Inc. Christel Vantuyle | B-22-2803 | \$60,000.00 |

\$95,481.90**Building - Public & Semi-Public****Hospital Remodel Bldg Permit**

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|----------------------------------|------------------|---------------|--------------|
| 11/2/22 | 2825 PARKLAWN DR, MWC, OK, 73110 | John Hill | B-22-0520 | \$341,000.00 |
| 11/21/22 | 2825 PARKLAWN DR, 73110 | JOHN HILL | B-22-1656 | |

\$341,000.00**Building - Residential****Res Accessory Bldg Permit**

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|----------------------------------|------------------|---------------|--------------|
| 11/8/22 | 9705 GRISSOM DR, 73130 | Andre Clowers | B-22-2858 | \$5,000.00 |
| 11/8/22 | 7837 NE 16TH ST, MWC, OK, 73110 | rick remkus | B-22-2603 | \$38,000.00 |
| 11/11/22 | 1720 SERENADE DR, MWC, OK, 73130 | Jessica Dayer | B-22-2812 | \$15,948.24 |
| 11/14/22 | 936 S WESTMINSTER RD, OK, 73130 | Gerardo Avina | B-22-1085 | \$24,000.00 |
| 11/14/22 | 2108 S POST RD, 73130 | ROE, BILLY | B-22-2679 | \$4,000.00 |
| 11/16/22 | 1701 WEBSTER ST, 73130 | RICHARDSON, LANE | B-22-2301 | \$40,000.00 |
| 11/17/22 | 728 N DOUGLAS BLVD, 73130 | Francis Block | B-22-2665 | \$19,000.00 |
| 11/29/22 | 11204 THAYER ST, MWC, OK, 73130 | Kenny Looney | B-22-0606 | \$53,000.00 |
| 11/30/22 | 11200 SE 28TH ST, 73130 | Tim Fanning | B-22-2790 | \$32,000.00 |

\$230,948.24**Res Carport Permit**

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|---------------------------------|---------------------|---------------|--------------|
| 11/1/22 | 9409 NE 13TH PL, MWC, OK, 73130 | Albino Ajpacaja | B-22-2546 | \$5,000.00 |
| 11/17/22 | 1005 MORAINA AVE, 73130 | stephanie weintraub | B-22-2926 | \$2,000.00 |
| 11/22/22 | 901 N MARSHALL DR, 73110 | Renee Price | B-22-2959 | \$6,800.00 |
| 11/28/22 | 821 E BOUSE DR, MWC, OK, 73110 | Roger Ring | B-22-1675 | \$5,350.00 |
| 11/30/22 | 1101 LOFTIN DR, MWC, OK, 73130 | Rodolfo Rojas | B-22-2880 | \$0.00 |

\$19,150.00**Res Demolition Permit**

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|---------------------------------|------------------|---------------|--------------|
| 11/7/22 | 2201 SAINT LUKE, MWC, OK, 73141 | MARC PETERSON | B-22-2742 | \$0.00 |
| 11/7/22 | 2024 SAINT MARK, MWC, OK, 73141 | MARC PETERSON | B-22-2741 | \$0.00 |

\$0.00**Res Driveway Permit**

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|-----------------------------------|-------------------------------|---------------|--------------|
| 11/2/22 | 405 RUSSELL DR, 73110 | OLIVAS CONSTRUCTION CO INC | B-22-2872 | |
| 11/3/22 | 10107 ST PATRICK DR, 73130 | J BARRON CONTRUCTION, LLC | B-22-2886 | \$0.00 |
| 11/7/22 | 10465 TURTLE BACK DR, 73130 | MARRUFO CONCRETE | B-22-2902 | \$0.00 |
| 11/8/22 | 1009 RYAN RIDGE CT, 01, OK, 73130 | AM CONSTRUCTION | B-22-2914 | \$0.00 |
| 11/8/22 | 1005 RYAN RIDGE CT, 01, OK, 73130 | AM CONSTRUCTION | B-22-2913 | \$0.00 |
| 11/9/22 | 1013 RYAN RIDGE CT, OK, 73130 | AM CONSTRUCTION | B-22-2936 | \$0.00 |
| 11/10/22 | 2411 CATTAIL CIR, 73130 | MARRUFO CONCRETE | B-22-2949 | \$0.00 |
| 11/10/22 | 10513 CATTAIL TER, 73130 | MARRUFO CONCRETE | B-22-2951 | \$0.00 |
| 11/10/22 | 2430 CATTAIL CIR, 73130 | MARRUFO CONCRETE | B-22-2952 | \$0.00 |
| 11/14/22 | 10450 NE 7TH ST, 73130 | J BARRON CONTRUCTION, LLC | B-22-2885 | |
| 11/28/22 | 12706 FOREST TERR, 73020 | OCHOA CONCRETE | B-22-3047 | |

\$0.00**Res Fence Permit**

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|--------------------------------------|------------------|---------------|--------------|
| 11/9/22 | 398 WINDSOR RD, 73130 | Kevin Young | B-22-2859 | \$4,900.00 |
| 11/14/22 | 10720 BELLVIEW DR, MWC, OK, 73130 | John Biggerstaff | B-22-2900 | \$1,000.00 |
| 11/15/22 | 709 ACRES RD, 73130 | Daniel gore | B-22-2786 | \$2,500.00 |

\$8,400.00**Res Multi-Fam New Const Bldg Permit**

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|------------------------|---------------------|---------------|----------------|
| 11/7/22 | 1677 MIDTOWN PL, 73130 | JLOU PROPERTIES LLC | B-21-2403 | \$1,400,000.00 |
| 11/8/22 | 1683 MIDTOWN PL, 73130 | JLOU PROPERTIES LLC | B-21-2402 | \$1,400,000.00 |

\$2,800,000.00**Res Multi-Fam Remodel Bldg Permit**

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|--|------------------|---------------|--------------|
| 11/18/22 | 2602 W GLENHAVEN DR, G MWC, OK, 73110 | aman aggarwal | B-22-2032 | \$20,000.00 |

\$20,000.00**Res Roofing Permit**

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|---------------------------|----------------------------|---------------|--------------|
| 11/8/22 | 1929 ALBERT DR, 73130 | PARKER BROTHERS ROOFING | B-22-2911 | |
| 11/8/22 | 323 E KITTYHAWK DR, 73110 | J & M ROOFING & SUPPLY CO | B-22-2904 | \$6,000.00 |
| 11/14/22 | 11427 VILLAGE AVE, 73130 | EVANS ROOFING | B-22-2966 | |
| 11/17/22 | 1016 JUNIPER AVE, 73130 | PARKER BROTHERS ROOFING | B-22-3005 | \$14,000.00 |
| 11/22/22 | 12429 ELIZABETH DR, 73130 | TRIPLE DIAMOND CONSTR | B-22-3044 | |
| 11/22/22 | 903 BELL DR, 73110 | SH VAUGHN CONSTRUCTION | B-22-3049 | |
| 11/23/22 | 621 PROCTER PL, 73110 | PARKER BROTHERS ROOFING | B-22-3057 | |
| 11/23/22 | 1328 MCGREGOR DR, 73130 | PARKER BROTHERS ROOFING | B-22-3059 | |
| 11/29/22 | 1018 HOLLY LN, 73110 | PARKER BROTHERS ROOFING | B-22-3097 | \$10,000.00 |
| 11/30/22 | 1200 JET DR, 73110 | RUSSELL, BRYAN | B-22-3107 | |

\$30,000.00



The City of Midwest City

Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Inspections Summary - Inspected 11/1/2022 to 11/30/2022

| <u>Inspection Description</u> | <u>Count</u> |
|---|--------------|
| Accessory Bldg Inspection | 4 |
| Accessory Bldg Reinspection | 2 |
| Buildings - CO Inspection & Sign Off | 4 |
| Buildings - CO Reinspection & Sign Off | 8 |
| Com Building Final Inspection | 7 |
| Com Building Final Reinspection | 1 |
| Com Drainage 1 Inspection | 1 |
| Com Drainage2 Inspection | 1 |
| Com Drainage3 Inspection | 1 |
| Com Drainage4 Inspection | 1 |
| Com Duct Smoke Detector Retest/Reinspection (Building) | 1 |
| Com Electrical Ceiling Inspection | 4 |
| Com Electrical Ceiling Reinspection | 4 |
| Com Electrical Final Inspection | 6 |
| Com Electrical Final Reinspection | 1 |
| Com Electrical Ground Inspection | 3 |
| Com Electrical Ground Reinspection | 2 |
| Com Electrical Rough-in Inspection | 6 |
| Com Electrical Rough-in Reinspection | 2 |
| Com Electrical Service Inspection | 3 |
| Com Electrical Service Reinspection | 4 |
| Com Electrical Wall Inspection | 1 |
| Com Fence Inspection | 1 |
| Com Fire Alarm Final Inspection | 1 |
| Com Fire Alarm Rough Inspection | 1 |
| Com Fire Sprinkler Final Inspection | 1 |
| Com Footing & Building Setback Inspection | 4 |
| Com Footing & Building Setback Reinspection | 1 |
| Com Framing Inspection | 7 |
| Com Framing Reinspection | 1 |
| Com Grease Trap Rough Inspection (Building) | 1 |
| Com Grease Trap Rough Inspection (Line Maintenance) | 1 |
| Com Hood Suppression Inspection | 1 |
| Com Mechanical Ceiling Inspection | 2 |
| Com Mechanical Final Inspection | 3 |
| Com Mechanical Final Reinspection | 1 |
| Com Mechanical Rough-in Inspection | 2 |
| Com Oil Separator Rough Reinspection (Line Maintenance) | 1 |
| Com Plumbing Final Inspection | 4 |
| Com Plumbing Final Reinspection | 1 |
| Com Plumbing Ground Inspection | 1 |
| Com Plumbing Ground Reinspection | 1 |
| Com Plumbing Rough-in Inspection | 4 |
| Com Plumbing Rough-in Reinspection | 1 |
| Com Temporary Electrical Pole Inspection | 2 |
| Com Vent Hood Final Inspection (Building) | 1 |

| | |
|---|----|
| Com Water Service Line Inspection | 1 |
| County Health - CO Inspection & Sign Off | 3 |
| Electrical Generator Inspection | 3 |
| Electrical Generator Reinspection | 2 |
| Fire - CO Inspection & Sign Off | 6 |
| Fire - CO Reinspection & Sign Off | 4 |
| General Inspection | 19 |
| Hot Water Tank Inspection | 17 |
| Hot Water Tank Reinspection | 1 |
| Irrigation System Inspection | 3 |
| Mechanical Change Out Inspection | 13 |
| Mechanical Change Out Reinspection | 5 |
| OMMA CC Inspection - ComDev Utilities | 1 |
| OMMA CC Reinspection | 1 |
| Planning - CO Inspection & Sign Off | 10 |
| Pre-Con Site Inspection/Meeting | 3 |
| Res Building Final Inspection | 4 |
| Res Building Final Reinspection | 1 |
| Res Drainage1 Inspection | 4 |
| Res Drainage1 Reinspection | 1 |
| Res Drainage2 Inspection | 4 |
| Res Drainage3 Inspection | 4 |
| Res Drainage3 Reinspection | 5 |
| Res Drainage4 Inspection | 4 |
| Res Drainage4 Reinspection | 5 |
| Res Drainage5 Inspection | 5 |
| Res Driveway Inspection | 13 |
| Res Driveway Reinspection | 2 |
| Res Electrical Final Inspection | 11 |
| Res Electrical Final Reinspection | 6 |
| Res Electrical Rough-in Inspection | 9 |
| Res Electrical Rough-in Reinspection | 9 |
| Res Electrical Service Inspection | 20 |
| Res Electrical Service Reinspection | 18 |
| Res Fence Inspection | 1 |
| Res Footing & Building Setback Inspection | 10 |
| Res Footing & Building Setback Reinspection | 4 |
| Res Framing Inspection | 10 |
| Res Framing Reinspection | 7 |
| Res Gas Meter Inspection | 19 |
| Res Gas Piping Inspection | 14 |
| Res Gas Piping Reinspection | 1 |
| Res Insulation Inspection | 6 |
| Res Mechanical Final Inspection | 8 |
| Res Mechanical Final Reinspection | 1 |
| Res Mechanical Rough-in Inspection | 5 |
| Res Mechanical Rough-in Reinspection | 3 |
| Res Patio Cover Inspection | 1 |
| Res Plumbing Final Inspection | 8 |
| Res Plumbing Final Reinspection | 4 |
| Res Plumbing Ground Inspection | 5 |
| Res Plumbing Ground Reinspection | 6 |
| Res Plumbing Rough-in Inspection | 9 |
| Res Plumbing Rough-in Reinspection | 2 |
| Res Retaining Wall Final Inspection | 1 |
| Res Retaining Wall Inspection | 3 |
| Res Roofing Inspection | 3 |

| | |
|--|-----|
| Res Sewer Service Inspection | 10 |
| Res Sewer Service Reinspection | 1 |
| Res Storm Shelter Inspection | 1 |
| Res Temporary Electrical Pole Inspection | 3 |
| Res Termite Inspection | 2 |
| Res Water Service Line Inspection | 10 |
| Res Water Service Line Reinspection | 2 |
| Residential Meter Tap Inspection | 3 |
| Sewer Cap Inspection | 1 |
| Sign Inspection | 15 |
| Utilities - CO Inspection & Sign Off | 5 |
| <hr/> | |
| Total Number of Inspections: | 512 |



MUNICIPAL AUTHORITY AGENDA

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

January 10, 2023 – 6:01 PM

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

A. CALL TO ORDER.

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

1. Discussion, consideration, and possible action to approve the December 13, 2022 meeting minutes. (Secretary - S. Hancock)

2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2022-2023, increase: FF&E Reserve Fund, expenditures/Hotel/Conf. Center (40) \$1,460. (Finance - T. Cromar)

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

D. 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

December 13, 2022

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 9:07 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 Megan Bain | Trustee Rick Favors | Attorney Don Maisch |

CONSENT AGENDA Byrne made a motion to approve the consent agenda with the exception of pulling Item #2, seconded by Eads. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

1. Discussion, consideration, and possible action of the November 8, 2022 meeting minutes.
2. **Discussion, consideration, and possible action of approving supplemental budget adjustments to the following funds for FY 2022-2023, increase: Golf Fund, expenditures/John Conrad Golf (47) \$35,000. FF&E Reserve Fund, expenditures /Hotel/Conf. Center (40) \$50,000.** Bana made a motion to approve, seconded by Byrne. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

NEW BUSINESS/PUBLIC DISCUSSION.

At 9:10 PM Reed made a motion to recess, seconded by Byrne. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none.

At 9:38 PM Eads made a motion to reconvene, seconded by Favors. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none.

EXECUTIVE SESSION.

1. **Discussion, consideration, and possible action of 1) entering into executive session, to discuss matters pertaining to the Midwest City Water Resource Recovery Facility, as allowed under Title 25 Section 307 (B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest; and 2) authorizing the General Manager/Administrator to take action as appropriate based on discussion.**

At 9:39 PM Reed made a motion to enter into Executive Session, seconded by Favors. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none.

At 9:54 PM Eads made a motion to return to open session, seconded by Favors. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none.

No action needed.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 9:54 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: January 10, 2023

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2022-2023, increase: FF&E Reserve Fund, expenditures/Hotel/Conf. Center (40) \$1,460.

The supplement is needed to increase budget for payroll expenses related to stipend for hotel construction manager.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS
January 10, 2023

| Fund FF&E RESERVE (196) | | BUDGET AMENDMENT FORM Fiscal Year 2022-2023 | | | |
|----------------------------|------------------------|--|-----------------|-----------------------|-----------------|
| | | Estimated Revenue | | Budget Appropriations | |
| <u>Dept Number</u> | <u>Department Name</u> | <u>Increase</u> | <u>Decrease</u> | <u>Increase</u> | <u>Decrease</u> |
| 40 | Hotel/Conf Ctr | | | 1,460 | |
| | | <u>0</u> | <u>0</u> | <u>1,460</u> | <u>0</u> |

Explanation:
To increase budget for payroll expenses related to stipend for hotel construction project manager. Funding to come from fund balance.



NEW BUSINESS/
PUBLIC DISCUSSION





MEMORIAL HOSPITAL AUTHORITY AGENDA

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

January 10, 2023 – 6:02 PM

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

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any Trustee requests to discuss an item(s) or if unanimous consent is not received, then the item or items will be removed and heard in regular order.
1. Discussion, consideration, and possible action to approve the December 13, 2022 meeting minutes. (Secretary - S. Hancock)
 2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2022-2023, increase: Hospital Authority Fund, revenues/Hospital Authority (90) \$15,000; expenses/Hospital Authority (90) \$15,000. (Finance - T. Cromar)
- C. DISCUSSION ITEM.
1. Discussion, consideration, and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance - T. Cromar)
- D. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statute Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

E. EXECUTIVE SESSION.

1. Discussion, consideration, and possible action of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of the real property located within the City near 8800 - 8832 SE 29th ST (a/k/a +/- 13.28 acres located in the NE/4, NE/4, Sec. 14, T11N, R02W, I.M., Oklahoma County, OK) as well as the real property located within the City near 301 N Midwest BL (a/k/a +/- 1.73 acres located in the NE/4, SE/4, SE/4, Sec. 34, T12N, R02W, I.M, Oklahoma County, OK); and 2) in open session, authorizing the General Manager/Administrator to take action as appropriate based on the discussion in executive session. (General Manager - T. Lyon)

F. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City Memorial Hospital Authority Minutes

December 13, 2022

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 9:10 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 Megan Bain | Trustee Rick Favors | Attorney Don Maisch |

DISCUSSION ITEMS.

- 1. Discussion, consideration, and possible action of the November 8, 2022 meeting minutes.** Reed made a motion to approve the minutes, seconded by Byrne. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.
- 2. Discussion, consideration, and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No Action Needed

NEW BUSINESS/PUBLIC DISCUSSION.

At 9:11PM Reed made a motion to recess, seconded by Byrne. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none.

At 9:55 PM Eads made a motion to reconvene, seconded by Favors. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none.

EXECUTIVE SESSION.

- 1. Discussion, consideration, and possible action of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of the real property located within the City near 8800 – 8832 SE 29th ST (a/k/a +/- 13.28 acres located in the NE/4, NE/4, Sec. 14, T11N, R02W, I.M., Oklahoma County, OK); and 2) to discuss the purchase or appraisal of the real property located within the City near 301 N Midwest BL (a/k/a +/- 1.73 acres located in the NE/4, SE/4, SE/4, Sec. 34, T12N, R02W, I.M, Oklahoma County, OK); And 3) in open session, authorizing the General Manager/Administrator to take action on both as appropriate based on the discussion in executive session.**

At 9:56 PM Eads made a motion to enter into Executive Session for the real property located within the City near 301 N Midwest BL, seconded by Favors. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none.

Reed left at 10:08 PM and returned at 10:10 PM.

Mayor Dukes left at 10:10 PM and returned at 10:12 PM.

Byrne left at 10:20 PM and returned at 10:21 PM.

At 10:23 PM Byrne made a motion to return to open session, seconded by Eads. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none.

No Action Taken.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 10:23 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: January 10, 2023

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2022-2023, increase: Hospital Authority Fund, revenues/Hospital Authority (90) \$15,000; expenses/Hospital Authority (90) \$15,000.

The supplement is needed to budget income from Community Action Agency of OKC & Oklahoma/Canadian Counties for rental of Artzplace Building and potential expenses to be paid by rental income.

Tiatia Cromar
Finance Director

SUPPLEMENTS

January 10, 2023

| Fund MWC HOSPITAL AUTHORITY (425) | | BUDGET AMENDMENT FORM Fiscal Year 2022-2023 | | | |
|--------------------------------------|------------------------|--|-----------------|-----------------------|-----------------|
| | | Estimated Revenue | | Budget Appropriations | |
| <u>Dept Number</u> | <u>Department Name</u> | <u>Increase</u> | <u>Decrease</u> | <u>Increase</u> | <u>Decrease</u> |
| 90 | Miscellaneous | 15,000 | | | |
| 90 | Hospital Authority | | | 15,000 | |
| | | <u>15,000</u> | <u>0</u> | <u>15,000</u> | <u>0</u> |

Explanation:
 To budget income from Community Action Agency of OKC & Oklahoma/Canadian Counties for rental of Artzplace Building and potential expenses to be paid by rental income.



DISCUSSION ITEM





Memorial Hospital Authority

General Manager/Administrator, Tim Lyon
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1201
tlyon@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: January 10, 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.

Jim Garrels, President of Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event that the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed, or changes need to be made to the Statement of Investment Policy on short notice.

Tiatia Cromar
Finance Director



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





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 Trustees

FROM: Tim Lyon, City Manager

DATE: January 10, 2023

SUBJECT: Discussion, consideration, and possible action of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of the real property located within the City near 8800 - 8832 SE 29th ST (a/k/a +/- 13.28 acres located in the NE/4, NE/4, Sec. 14, T11N, R02W, I.M., Oklahoma County, OK) as well as the real property located within the City near 301 N Midwest BL (a/k/a +/- 1.73 acres located in the NE/4, SE/4, SE/4, Sec. 34, T12N, R02W, I.M., Oklahoma County, OK); and 2) in open session, authorizing the General Manager/Administrator to take action as appropriate based on the discussion in executive session.

Appropriate information will be dispersed during the meeting.

Tim Lyon, City Manager



SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA

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

January 10, 2023 – 6:03 PM

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

A. CALL TO ORDER.

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

1. Discussion, consideration, and possible action of approving the October 25, 2022 meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration and possible action to approve an amendment to that certain “Economic Development Assistance Agreement,” by and between the Midwest City Economic Development Authority, Centrillum Proteins LLC, and MTG Property Holdings, LLC, dated August 8, 2022, and authorizing and directing the execution of the second amendment. (Economic Development – R. Coleman)
3. Discussion, consideration and possible action to approve an amendment to that certain “Agreement for the Purchase and Sale of Real Estate,” by and between the Midwest City Economic Development Authority and MTG Property Holdings, LLC, dated May 24, 2022, and authorizing and directing the execution of the second amendment. (Economic Development – R. Coleman)

C. PUBLIC DISCUSSION. The purpose of the "Public Discussion" section of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

D. ADJOURNMENT.



CONSENT AGENDA



Notice for the Midwest City Economic Development Authority special meeting was filed with the City Clerk of Midwest City at least 48 hours prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

**Midwest City Economic Development Authority Minutes
Special Meeting**

October 25, 2022

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

Chairman Matt Dukes called the meeting to order at 7:46 PM with the following members present:

| | | |
|--------------------|-------------------|--------------------------|
| | Trustee Sean Reed | General Manager Tim Lyon |
| Trustee Pat Byrne | Trustee Sara Bana | Secretary Sara Hancock |
| Trustee Megan Bain | | Attorney Don Maisch |

Absent: Trustee Susan Eads and Trustee Rick Favors

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

1. Discussion and consideration for adoption, including any possible amendment of the September 27, 2022 meeting minutes.
2. Discussion, consideration and possible action to amend and/or approve an amendment to that certain “Agreement for the Purchase and Sale of Real Estate,” by and between the Midwest City Economic Development Authority and MTG Property Holdings, LLC, dated May 24, 2022, and authorizing and directing the execution of the amendment.
3. Discussion, consideration and possible action to authorize MTG Property Holdings LLC to seek building permit(s) for ± 24.03 acres located in the Northwest Quarter of Section 22, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, OK (approximately 7210 NE 36th ST) on behalf of the Midwest City Economic Development Authority.
4. Discussion, consideration and possible action to amend and/or approve an amendment to that certain “Economic Development Assistance Agreement,” by and between the Midwest City Economic Development Authority, Centrillum Proteins LLC, and MTG Property Holdings, LLC, dated August 8, 2022, and authorizing and directing the execution of the amendment.

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:47 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: January 10, 2023

Subject: Discussion, consideration and possible action to approve an amendment to that certain “Development Assistance Agreement,” by and between the Midwest City Economic Development Authority, Centrillum Proteins LLC, and MTG Property Holdings, LLC, dated August 8, 2022, and authorizing and directing the execution of the second amendment. (Economic Development – R. Coleman)

The Development Assistance Agreement, which was approved on July 26th and executed by both parties on August 8th, 2022 states:

SECTION 3.05 Construction Documents; City and Other Governmental Permits. Upon the later of September 23, 2022 and thirty (30) days after approval of rezoning of the Project Site in accordance with Section 6.5 of the Real Estate Agreement, MTG shall, at its own expense, submit to the City building plans and other required documents for the issuance of building permits for the Project for its review pursuant to the Code (the “Construction Documents”), review and consider all such permits and approvals as may be required by law.

City Council on September 27, 2022, approved the Planned Unit Development zoning amendment (PC-2123) required for the project as Item D.1; therefore, formal building plans were due on October 27, 2022. However, Centrillum requested an amendment for extension to file plans since its architectural and engineering teams were running behind. On October 25, 2022, the EDA approved extending the deadline to file plans to December 30, 2022.

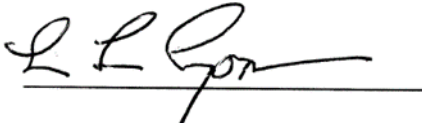
Jimmy Harrison, CEO of Centrillum Proteins, contacted our offices in early December with concerns about hyper inflated construction costs. This was followed by the attached request to extend the deadline for filing plans by an additional ninety (90) days. He remains hopeful the project can be downsized enough to meet budget constraints while remaining large enough to be profitable.

This change does not affect any other parts of the Agreement.

Please contact Economic Development Director Robert Coleman (405/739-1218) with any question.

Respectfully,

Tim Lyon, General Manager/Administrator
Trustees: Matthew D. Dukes II, Susan Eads, Pat Byrne, Megan Bain, Sean Reed, Sara Bana, and Rick Favors

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

Tim Lyon, General Manager/Administrator

Attachment: Second Amendment to the Development Assistance Agreement

(See previous item for Mr. Harrison's request)

Dear Robert,

As a follow up to our conversation last week we are still working through final design and engineering for our project in Midwest City. We have submitted the land disturbance permit already, but do not want to submit for building permits until we have thoroughly combed through value engineering options to try and get the project cost down. I mentioned in our conversation, but the current cost is over 40% higher than the original indications we were operating from. I would like to extend the deadline to submit building plans an additional 90 days. Thank you for your help Robert, and I look forward to moving the project forward.

Sincerely,

Jimmy Harrison

CENTRILLIUM PROJECT

SECOND AMENDMENT TO

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

By and Among The

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY,

CENTRILLIUM PROTEINS, LLC

And

MTG PROPERTY HOLDINGS, LLC

Dated as of January [____], 2023

CENTRILLIUM PROJECT

SECOND AMENDMENT TO
ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

THIS SECOND AMENDMENT TO ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT, dated as of January [____], 2023 (hereinafter, this “First Amendment”), is made and entered into by and among the Midwest City Economic Development Authority, an Oklahoma public trust (hereinafter, the “Authority”), Centrillium Proteins, LLC, an Oklahoma limited liability company (hereinafter, “Centrillium”) and MTG Property Holdings, LLC, a Delaware limited liability company (hereinafter, “MTG” and together with Centrillium, the “Companies”).

WITNESSETH:

WHEREAS, the parties hereto have previously entered into that certain “Economic Development Assistance Agreement”, dated as of August 8, 2022 (hereinafter, the “Development Assistance Agreement”) and subsequently amended on October 25, 2022, providing for development financing assistance to be made available by the Authority to the Companies in connection with the Companies’ plans to develop, construct and equip an advanced no-kill meat processing plant at 7210 NE 36th ST in Midwest City, Oklahoma, and to operate such facilities to serve its customers;

WHEREAS, Section 5.06 of the Development Assistance Agreement provides that the Development Assistance Agreement may not be amended or modified in any way, except by an instrument in writing executed by the parties thereto; and

WHEREAS, the parties wish to amend the Financing Assistance Agreement to extend a deadline date contained in the Financing Assistance Agreement as set forth in this First Amendment.

NOW, IN CONSIDERATION OF the mutual covenants and agreements contained herein, the parties hereby agree as follows:

SECTION 1. Section 3.05 of the Development Assistance Agreement, captioned “Construction Documents: City and Other Government Permits” is hereby amended to read in its entirety, as follows:

“SECTION 3.05 Construction Documents; City and Other Governmental Permits. On or before March 30, 2023, in accordance with Section 6.5 of the Real Estate Agreement, MTG shall, at its own expense, submit to the City building plans and other required documents for the issuance of building permits for the Project for its review pursuant to the Code (the “Construction Documents”). Thereafter, if MTG desires to make any substantial or significant changes in the Construction Documents, MTG shall submit the proposed changes to the City for its approval. MTG and its agents shall communicate and consult as frequently with the City as is necessary to ensure that any modifications to the

Construction Documents can receive prompt and speedy consideration by the City. If any material revisions or corrections of Construction Documents shall be required by the City or any other government official, agency, department or bureau having jurisdiction or any lending institution involved in financing, MTG and the Authority shall cooperate in efforts to develop a mutually acceptable alternative. Upon approval of the Construction Documents, MTG shall, at its own expense, proceed to secure or cause to be secured any and all permits and approvals which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. The Authority shall cooperate with and provide all usual assistance to MTG in securing these permits, and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law.”

SECTION 2. In the event of any conflict between the terms of this Second Amendment and the terms of the Development Assistance Agreement, the terms of this Second Amendment shall control. Except as otherwise specifically amended herein, the Development Assistance Agreement shall remain in full force and effect and all of the other terms and provisions of the Development Assistance Agreement are hereby confirmed, ratified and approved.

SECTION 3. This Second Amendment may be executed in counterparts, each of which shall be an original and all of which, collectively, shall constitute one and the same instrument. It shall not be necessary for the signature of more than one party to appear on any single counterpart. Each counterpart shall be deemed to be an original of this First Amendment, and all counterparts together shall constitute one agreement. The exchange of executed counterparts or of executed signature pages by email or other electronic transmission shall constitute effective execution and delivery of this First Amendment, and such counterparts may be used in lieu of the original for all purposes.

[Signatures on the following page.]

IN WITNESS WHEREOF, Centrillium, MTG and the Authority have caused this
Second Amendment to be duly executed this _____ day of January, 2023.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Chairman

(SEAL)
ATTEST:

Secretary

MTG PROPERTY HOLDINGS, LLC

David F. Grohne, Manager

CENTRILLIUM PROTEINS, LLC

James Harrison, Chief Executive Officer

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: January 10, 2023

Subject: Discussion, consideration and possible action to amend and/or approve an amendment to that certain "Agreement for the Purchase and Sale of Real Estate," by and between the Midwest City Economic Development Authority and MTG Property Holdings, LLC, dated May 24, 2022, and authorizing and directing the execution of the second amendment.

The Agreement for the Purchase and Sale of Real Estate, which was approved on May 24th, 2022 and executed by both parties shortly thereafter states:

SECTION 6.5 Permitting. Upon the latter of one-hundred twenty (120) days of the Effective Date or thirty (30) days after rezoning approval, Buyer shall submit building plans and other required documents for the issuance of building permits for Buyer's proposed development ("Building Permit").

City Council on September 27, 2022, approved the Planned Unit Development zoning amendment (PC-2123) required for the project as Item D.1; therefore, formal building plans are due on October 27, 2022.

MTG contracted with Primus Builders, Woodstock, GA for architectural design of the Centrillium Proteins plant and with MKEC, Engineering, Oklahoma City for civil plans and the site design. Both companies are running behind on their work and neither had everything in order by the aforementioned deadline. As result, MTG is requesting a change to Section 6.5 to extend the deadline to submit construction documents by sixty (64) days as outlined in the attached amendment.

This change does not affect any other parts of the Agreement.

Please contact Economic Development Director Robert Coleman (405/739-1218) with any question.

Respectfully,



Tim Lyon, General Manager/Administrator

Attachment: Request from Mr. Harrison
Second Amendment to the Agreement for the Purchase and Sale of Real Estate

CENTRILLIUM PROJECT

SECOND AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE
OF REAL ESTATE

By and Between The

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY,

And

MTG PROPERTY HOLDINGS, LLC

Dated as of January 10, 2023

CENTRILLIUM PROJECT

SECOND AMENDMENT TO THE
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS SECOND AMENDMENT TO THE AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE, (hereinafter, the “Second Amendment”), is made and entered into by and between the Midwest City Economic Development Authority, an Oklahoma public trust (hereinafter, the “Seller”) and MTG Property Holdings, LLC, a Delaware limited liability company (hereinafter, the “Buyer”).

WITNESSETH:

WHEREAS, the parties entered into that certain Agreement for Purchase and Sale of Real Estate, dated May 24, 2022 (hereinafter, the “Purchase Agreement”), as amended pursuant to a First Amendment to the Agreement for Purchase and Sale of Real Estate executed on October 25, 2022, providing for the sale of approximately 24.03 acres located in the Northwest Quarter of Section Twelve (12), Township Twelve North (T12N), Range Two West (R02W) of the Indian Meridian, Oklahoma County, OK by Seller to Buyer.

WHEREAS, the parties wish to further amend the Purchase Agreement in accordance with the terms set forth herein.

NOW, IN CONSIDERATION OF the mutual covenants and agreements contained herein, Seller and Buyer hereby amend the Purchase Agreement as follows:

1. The parties agree that Paragraph 6.5 of the Purchase Agreement shall be amended so that the Buyer shall now have until March 30, 2023, to submit building plans and other required documents for the issuance of building permits for the Buyer’s proposed development.
2. Otherwise, all terms of the original Purchase Agreement remain the same where not inconsistent herewith.
3. Facsimile and electronic signatures are binding.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be duly executed this ____ day of January, 2023.

MIDWEST CITY ECONOMIC
DEVELOPMENT AUTHORITY

By: _____

Name: _____

Title: _____

MTG PROPERTY HOLDINGS, LLC

By: _____
David F. Grohne, Manager

Dear Robert,

As a follow up to our conversation last week we are still working through final design and engineering for our project in Midwest City. We have submitted the land disturbance permit already, but do not want to submit for building permits until we have thoroughly combed through value engineering options to try and get the project cost down. I mentioned in our conversation, but the current cost is over 40% higher than the original indications we were operating from. I would like to extend the deadline to submit building plans an additional 90 days. Thank you for your help Robert, and I look forward to moving the project forward.

Sincerely,

Jimmy Harrison



PUBLIC DISCUSSION

