



CITY OF MIDWEST CITY MEETINGS

FOR MAY 24, 2022

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

To make a special assistance request, call 739-1220 or email tanderson@midwestcityok.org no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

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



CITY COUNCIL AGENDA

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

May 24, 2022 – 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
- Community-related announcements and comments
- Mayoral Proclamations: Retirees Wilbert Filcek and Rudy Rodriguez; Kids to Park Day; National Police Appreciation Week; National Public Works Appreciation Week; and MWCHS Academic Team

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

1. Discussion and consideration for adoption, including any possible amendments, of the April 26, 2022 meeting minutes. (City Clerk - S. Hancock)
2. Discussion and consideration, including any possible amendments, of approving the May 10, 2022 meeting minutes. (City Clerk - S. Hancock)
3. Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of April 2022. (Finance - T. Cromar)
4. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: General Fund, expenditures/Animal Welfare (10) \$50,187. (Finance - T. Cromar)
5. Discussion and consideration of adoption, including any possible amendment, of a contract with Arledge & Associates, P.C. to perform the audit of Midwest City's FY 2021-2022 financial statements for the amount of \$57,000. (Finance – T. Cromar)
6. Discussion and consideration of adopting, including any possible amendment, the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan. (Human Resources - T. Bradley)
7. Discussion and consideration of adopting, including any possible amendment, the health premiums for the fiscal year 2022-2023 in amounts necessary to cover the projected expenditures and for the Employee Health Plan to be actuarially sound, and the adoption of the Employee Life and Health Committee recommendations for the Health Plan. (Human Resources - T. Bradley)
8. Discussion and consideration of renewing, including any possible amendment, the Administrative Services Agreement with Health Care Services Corporation to provide administrative services for the Employee Health Benefits Plan for the FY 2022/2023 for a net cost of \$60.40 per employee per month and \$10.00 per month for participants for COBRA Service Charges with a \$75.00 per month administrative fee. (Human Resources - T. Bradley)
9. Discussion and consideration of renewing the contract, including any possible amendment, for the Stop Loss Policy with Health Care Service Corporation to provide and administer specific and aggregate stop loss coverage for the Employee Health Benefits Plan for the fiscal year 2022/2023 at the rate of \$3.11 per employee per month for an aggregate attachment point of \$8,463,908 and \$130.64 per employee per month for a specific attachment point of \$150,000 per covered person. (Human Resources - T. Bradley)
10. Discussion and consideration, including any possible amendment, to approve Change Order No. 3 with Guernsey for construction delays of Fire Station 1 remodel which increases contract time by 55 days with no additional cost. (Fire - B. Norton)

11. Discussion and consideration for entering into and approving, including any possible amendments, for Professional Services with Tunnel, Spangler & Associates, Inc. d/b/a TSW in the amount of \$368,345 to provide Schematic Design and Pricing Plans for the Parkland Dr. & National Ave. Schematic Design. (Community Development – B. Harless)
12. Discussion and consideration for entering into and approving, including any possible amendment for Professional Services with Johnson & Associates in the amount of \$250,000 to provide General Site Topographic and Boundary Survey, Underground Survey & Title Work for the Parkland Dr & National Ave. Schematic Design. (Community Development – B. Harless)
13. Discussion and consideration of, including any possible amendment, accepting various Grants of Permanent and Temporary Easements from the DPI All American, LLC across certain parcels of land located within the corporate boundaries of Midwest City, in the Northeast (NE/4) Quarter of Section Four (4), Township (11) Eleven North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. The addresses for the parent parcels are 709 and 711 S Air Depot Boulevard. (Engineering and Construction Management - B. Bundy)
14. Discussion and consideration of, including any possible amendment, accepting a Grant of Permanent Easement from Realty Income CK1, LLC, across a certain parcel of land located within the corporate boundaries of Midwest City, in the Southwest Quarter (SW/4) of Section Ten (10), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Approximate address of parcel providing easement is 7001 SE 29th Street. (Engineering & Construction Services - B. Bundy)
15. Discussion and consideration of adoption, including any possible amendment to, 1) awarding a bid and entering into a contract for the second round of Moving Midwest City Forward 2018 G.O. bond concrete street paving projects with Parathon Construction, for a total amount of \$780,457.00 and 2) authorizing the Mayor to sign and execute the contract documents. (Engineering & Construction Services - B. Bundy)
16. Discussion and consideration for adoption, including any amendments, for appointing Chris Cooney to the Parkland Review Committee for a 3 year term. (City Manager - V. Sullivan)
17. Discussion and consideration, including any possible amendment, of declaring 11 golf carts from the Hidden Creek Family Golf Course on the attached list as surplus and authorizing their disposal by public auction, trade in, sealed bid, or destruction if necessary. (City Manager – V. Sullivan)
18. Discussion and consideration of declaring approximately 24.03 acres (M.O.L.) located in the Northwest Quarter of Section Twenty-Two (22), Township Twelve (12) North, Range Two (2) West as surplus and transferring the property to the Economic Development Authority via Quit Claim Deed. (Economic Development - R. Coleman)

D. DISCUSSION ITEMS.

1. (PC – 2110) Public hearing with discussion and consideration, including any amendment, of an ordinance to redistrict from C-1, Restricted Commercial to R-6, Single Family Detached Residential, for the property described as Block 1, Lot 1 of the Harr Julian Replat, addressed as 403 W Fairchild Drive. (Community Development - B. Harless)
2. (PC – 2111) Public hearing with discussion and consideration for adoption, including any possible amendment, of a resolution for a Special Use Permit to allow the use of Automotive Sales & Rentals: Light in the C-3, Community Commercial, for the property described as a part of the NE/4 of Section 9, T-11-N, R-2-W, located at 2029 South Air Depot. (Community Development - B. Harless)
3. (PC – 2112) Public hearing with discussion and consideration for adoption, including any possible amendment, of an ordinance to redistrict from PUD, Planned Unit Development governed by the C-3, Community Commercial, to SPUD, Simplified Planned Unit Development, governed by the R-HD, High Density Residential district and a resolution to amend the Comprehensive Plan from OR, Office Retail, to HDR, High Density Residential, for the properties platted as Midtown Office Park Phase II, Block 5, Lots 1-6, addressed as 1641, 1647, 1653, 1659, 1665, & 1671 Midtown Place. (Community Development - B. Harless)
4. (PC – 2113) Public hearing with discussion and consideration for adoption, including any possible amendment, of an ordinance to redistrict from R-6, Single Family Residential to PUD, Planned Unit Development, governed by the R-HD, High Density Residential district as well as a tract governed by the C-3, Community Commercial district and a resolution to amend the Comprehensive Plan from POS, Parks and Open Space and OR, Office Retail, to HDR, High Density Residential, for the property described as a part of the SW/4 of Section 12, T-11-N, R-2-W, located at 9309 SE 29th Street and 9020 SE 25th Street. (Community Development - B. Harless).
5. Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 3 Advertising, Article II, License, Sections 3-16, Required; Application; 3-17, Fee; 3-18; Expiration; prorating; transfer; signing; seal; Chapter 9, Buildings and Building Regulations; Article VII, Sign Regulations; Section 9-382, Definitions; and providing for Repealer and Severability. (D. Maisch - City Attorney)
6. Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code: Appendix A, Zoning Regulations; Section 6, Development Review Bodies; Part 6.3, Board of Adjustment; Subpart 6.3.2, Membership; and providing for repealer, and severability. (City Attorney - D. Maisch)
7. Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations, Article II, Builder's Advisory Board, Section 9-17, Members; and providing for a repealer and severability. (City Attorney - D. Maisch)

8. Discussion and consideration for adoption, including any possible amendment, of an ordinance amending the Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-25, Container Required, Duty to Use; and providing for Repealer and Severability. (PWA Director - P. Streets)
 9. Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 13, Drainage and Flood Control, Article III, Stormwater Runoff Control, Section 13-71, Requirements relating to improvements; Section 13-73, Figures and providing for a repealer and severability. (City Attorney - D. Maisch)
 10. Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 28 Offenses - Miscellaneous, Article V, Offenses Against Public Peace, Section 28-94, Reserved, pulling it out of reserve and entitling it "Offenses Against Public Peace"; and providing for a repealer and severability. (City Attorney - D. Maisch)
 11. Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 38 Subdivision Regulations, Article VIII, Definitions, Section 38-65.120, Park Land Review Committee; and providing for a repealer and severability. (City Attorney - D. Maisch)
- 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. EXECUTIVE SESSION.
1. Discussion and consideration of 1) entering into executive session as allowed under 25 O.S. § 307 (B) (2) to discuss negotiations concerning employees and representatives of employee groups; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session. (City Manager - T. Lyon)
- G. FURTHER INFORMATION.
1. Review of the April 2022 Building Report. (Engineering & Construction Services—B. Bundy)
 2. Review of the May 3, 2022 Planning Commission Meeting Minutes. (Community Development - B. Harless)
- H. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City Council Minutes

April 26, 2022

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

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

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

OPENING BUSINESS. The Invocation was given by Assistant City Manager Vaughn Sullivan. Pledge of Allegiance was led by Councilperson Susan Eads. Mayor, Council and Staff gave community-related announcements and comments. The Mayor and City Manager Lyon presented Proclamations and/or plaques for the following: Police Retiree Sgt. Nick Cargal; Police Retiree Sgt. Kyle Crusoe; Fair Housing Month; International Compost Awareness week; and Firefighter Appreciation Day.

CONSENT AGENDA. Bain made motion to approve the consent agenda with the exception to pull items #6 and #24, seconded by Byrne. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: None. Absent: None. Motion carried.

1. Discussion and consideration for adoption, including any possible amendments, of the March 22, 2022 meeting minutes.
2. Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of March 2022.
3. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: Fire Fund, revenue/Transfers In (64) \$52,000. Park & Recreation Fund, expenditures/Park & Recreation (06) \$4,026. Urban Renewal Fund, revenue/Transfers In (00) \$4,745. Disaster Relief Fund, expenditures/Transfers Out (14) \$1,000,000. Park & Recreation Fund, revenue/Transfers In (06) \$1,000,000; expenditures/Park & Recreation (06) \$1,000,000. G.O. Debt Services Fund, expenditures/(00) \$187,900. 2018 Election G.O. Bond Fund, expenditures/29th Street (92) \$33,907.
4. Discussion and consideration of adopting, including any possible amendment, the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.
5. Discussion and consideration, including any amendments, of nominating Incumbent, Vickie Patterson, City Manager of City of Broken Bow, and Incumbent, Lindsey Grigg-Moak, City Clerk of El Reno, to the Oklahoma Municipal Assurance Group Board as the official vote of the City of Midwest City.

6. **Discussion and consideration for adoption, including any possible amendment of 1) the proposed 2022 Action Plan, a part of the 2020-2024 Consolidated Plan and Strategy, for the use of 2022 Community Development Block Grant (CDBG) funds, 2) authorization of the Mayor to submit the approved and/ or modified certifications to the U.S. Department of Housing and Urban Development, and 3) authorization of the Mayor and City Manager to enter into the necessary contracts to implement said program.** Byrne made a motion to approve the item as submitted, seconded by Reed. Voting Aye: Eads, Byrne, Reed, Bana, Favors, and Dukes. Nay: None. Recused: Bain. Absent: None. Motion carried.
7. Discussion and consideration for adoption, including any possible amendment of, approving the relocation of the 9x16 refurbished equipment shelter to the third P25 site located at the Water Resource Recovery Facility (WRRF).
8. Discussion and consideration, including any amendment thereto, of approving Change Order #08 with the Oklahoma Department of Transportation for STP-255B(461)AG, State Job Number 31548(04), SE 29th Street reconstruction for *-\$104,036.49*.
9. Discussion and consideration, including any amendment thereto, of approving Change Order #01 with the Oklahoma Department of Transportation for TAP- 255D(330)AG/SRS-255E, State Job Number 31437(04), Palmer Loop Trail for \$71,676.81.
10. Discussion and consideration, including any amendment thereto, of approving Change Order #02 for *-\$78,011.00* and Change Order #03 for *-18,300.86* with Oklahoma Department of Transportation for STPG-255F(481)AG, State Job Number 33347(04), Signal Upgrade Project.
11. Discussion and consideration, including any amendment thereto, of approving Change Order #01 with the Oklahoma Department of Transportation for STPG-255B(554)AG, State Job Number 35192(04), Traffic Signal Project for \$0.00.
12. Discussion and consideration for adoption, including any possible amendment of change order #5 amending the contract with Shiloh Enterprises, Inc. to construct the WP Bill Atkinson Park in an increase of \$15,090.15 and add 8 days of time.
13. Discussion and consideration, including any amendment thereto, of 1) awarding the bid to and entering into a contract with Rudy Construction Co. in the amount of \$125,246 to construct a sidewalk within the municipal complex from Reno Avenue to the Library and 2) authorizing the Mayor to sign and execute the contract documents.
14. Discussion and consideration of adoption, including any possible amendment to approving a General Mutual Cooperation Agreement between the City of Midwest City and the Board of County Commissioners of Oklahoma County for FY 22-23.
15. Discussion and consideration, including any amendment thereto, of appointing Sara Bana as the City Council Representative to serve on the ADA Transition Committee.
16. Discussion and consideration for adoption, including any amendments, for appointing Sandra Burkey to the Park and Recreation Board Committee for a 3 year term.

17. Discussion and consideration for adoption, including any possible amendment, to the appointment of Sarah Lingefelter, resident of Ward 6 to the Citizens' Advisory Committee on Housing and Community Development as the Mayor's Appointee for a four-year term ending 08/12/25.
18. Discussion and consideration, including any amendment thereto, of (1) Re-appointing Nick Timme and Jamie Smith for two year terms; and (2) appointing Susan Gilchrist to a two-year term for the City of Midwest City Traffic and Safety Commission.
19. Discussion and consideration, including any amendment thereto, of reappointing Carolyn Burkes and Jess Huskey to the Parkland Review Committee for additional three year terms.
20. Discussion and consideration for adoption, including any possible amendment of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction, sealed bid, or other means as necessary.
21. Discussion and consideration including any possible amendment of, declaring city vehicle unit 06-01-38, a 2009 Chevrolet Impala, VIN number 2G1WB57K391111550, total loss value is \$6,250 minus our \$1,000 deductible for a total of \$5,450.00 (includes a \$200 tow fee) surplus to OMAG.
22. Discussion and consideration for adoption, including any possible amendment, of declaring the following items from Street Department as surplus and authorizing their disposal by sealed bid, public auction, or by other means as necessary.
23. Discussion and consideration, including any amendment thereto, of declaring two office chairs, a filing cabinet, and a rolling cart, as surplus and authorizing disposal by public auction, sealed bid or destruction, if necessary.
24. **Discussion and Consideration for adoption, including any possible amendment of, approving the fee proposal for the Multipurpose Athletic Field complex for Phase II parking lot engineering contract with Guernsey in the amount of \$70,500.** V. Sullivan addressed council. Staff and Council discussed scrivener's error of contract amount, the correct amount is \$85,500. Byrne made a motion to approve item in the amount of \$85,500, seconded by Favors. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: None. Absent: None. Motion carried.

DISCUSSION ITEMS.

1. **(PC – 2107) Public hearing with discussion and consideration for adoption, including any possible amendment, of a resolution for a Special Use Permit to allow the use of Administrative and Professional Offices, Retail Sales and Services: General, and Medical Services: General in the Hospitality District, for the property described as a part of the NW/4 of Section 9, T-11-N, R-2-W, located at 1716 South Sooner Road.** B. Harless addressed the Council. Eads made a motion to approve Resolution 2022-05, seconded by Byrne. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: None. Absent: None. Motion carried.

2. **(PC – 2108) Public hearing with discussion and consideration of approval, including any possible amendment, of a resolution for a Special Use Permit (SUP) to allow the use of communication services in the I-2, Moderate Industrial District for the property described as a part of the NE 1/4 of section 11 T-11-N, R-2-W, located at 8730 SE 15th Street.** Harless and Maisch, and Harmoni representatives, Hugh Robert and Steve Ward addressed the Council. After discussion, Byrnes made a motion to approve Resolution 2022-06, with the possibilities of lighting being required, if requested by Tinker or Community Development, seconded by Eads. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: None. Absent: None. Motion carried.
3. **Public hearing with discussion and consideration, including any amendments, of passing a resolution declaring the structure(s) located at 1108 BELL DR a dilapidated building(s) as defined in MCO 9-2 and abatement accordingly to the Municipal Code and setting dates to demolish and remove the structure(s) from the site.** Stroh and Lyon addressed Council. After Staff and Council discussion, Eads made motion to approve Resolution 2022-07, seconded by Reed. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: None. Absent: None. Motion carried.
4. **Public hearing with discussion and consideration, including any amendments, of passing a resolution declaring the structure(s) located at 234 N Blake Dr a dilapidated building(s) as defined in MCO 9-2 and abatement accordingly to the Municipal Code and setting dates to demolish and remove the structure(s) from the site.** Stroh, Maisch and Owner Jim Dimick addressed the Council. After Staff and Council discussion, Reed made a motion to approve Resolution 2022-08, second by Byrne. Voting Aye: Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: None. Abstain: Eads. Absent: None. Motion carried.
5. **Discussion and consideration of adoption, including any possible amendment, to rejecting the bids received for the construction of the Joe B. Barnes Regional Park Pedestrian Bridge.** Bundy and Lyon addressed Council. After Staff and Council had discussion, Eads made a motion to approve the rejection of bids, seconded by Reed. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: None. Absent: None. Motion carried.
6. **Discussion and consideration of possible action, including any possible amendment, of an Ordinance amending the Midwest City Municipal Code, Chapter 33 Pensions and Retirement; Article II, General Employee Retirement System; Sections 33-14, System adopted; 33-16, Fund; 33-17, Appropriations; and 33-18, Implementation of system – Execution; and providing for repealer and severability. This item includes Exhibits “A” and “B” as referenced in the amendments.** Troy Bradley, Jodi Cox, OkMRF Executive Director, Lyon, and Maisch addressed the Council. After Staff and Council discussion, Eads made a motion to approve Ordinance 3476, seconded by Reed. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: None. Absent: None. Motion carried.
7. **Discussion and consideration for adoption, including any amendments, of two ordinance changes, (1) amending the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention; Article III, Fire Codes and Standards; Division 2, Fire Prevention Codes; Section 15-56, Permits and Fees; and (2) amending the Midwest City Municipal Code, Chapter 38, Subdivision Regulations; Article I, General Provisions; Section 38-6, Compliance with City Plans and Ordinances; and each amendment providing for a repealer and severability.**

Maisch and Lyon addressed Council. After Staff and Council discussion, Byrne made a motion to approve Ordinances 3477 & 3478, seconded by Reed. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: None. Absent: None. Motion carried.

8. **Discussion and consideration, including any amendment, of appointing one Councilmember, replacing Christine Allen, as the third Alternate Delegate to the ACOG boards and committees, which include the Association of Central Oklahoma Governments (ACOG) Board of Directors; the 9-1-1 ACOG Board of Directors; the Intermodal Transportation Policy Committee; the Garber-Wellington Association Policy Committee; or the Central Oklahoma Regional Transit Authority Task Force.** Byrne made a motion to appoint Rick Favors, seconded by Reed. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: None. Absent: None. Motion carried.
9. **Discussion and consideration, including any amendment, of appointing a Councilmember to the Sidewalk Committee replacing Espaniola Bowen.** Reed made a motion to appoint Megan Bain, seconded by Byrne. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: None. Absent: None. Motion carried.
10. **Discussion and consideration, including any amendment, of appointing a Councilmember to the Capital Projects Council Committee replacing Christine Allen.** No Action Needed.

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

At 7:16 PM Reed made a motion to recess, seconded by Byrne. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: None. Absent: None. Motion carried.

At 7:27 PM Eads made motion to reconvene, seconded by Reed. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: None. Absent: None. Motion carried.

EXECUTIVE SESSION.

1. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.**

At 7:27 PM Eads made a motion to enter into Executive Session, seconded by Reed. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: None. Absent: None. Motion carried.

At 7:54 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. Absent: None. Motion carried.

Reed made a motion to proceed as discussed, seconded by Eads. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: None. Absent: None. Motion carried.

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 7:56 PM

ATTEST:

MATTEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk

Notice for the special meetings 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).

**Combined Minutes for the Midwest City
City Council, Municipal Authority, Memorial Hospital Authority,
Economic Development Authority and Utilities Authority
Special Meetings**

May 10, 2022

This meeting was held in the Midwest City Council Conference Room second floor of City Hall, 100 N Midwest Blvd, Midwest City, County of Oklahoma, State of Oklahoma.

Mayor Matt Dukes called the meeting to order at 5:32 PM with following members present:

Ward 1 Susan Eads

Ward 2 Pat Byrne**

Ward 3 Megan Bain

Ward 5 Sara Bana

Ward 6 Rick Favors

City Manager Tim Lyon

Asst. City Manager Vaughn Sullivan

Director of Operations Ryan Rushing

Public Works Director Paul Streets

Finance Director Tiatia Cromar

City Attorney Don Maisch*

City Clerk Sara Hancock*

Absent: Ward 4 Sean Reed

DISCUSSION ITEM.

- 1. Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration, Article VIII, Purchasing, Section 2-116, Generally; 2-118, Bids required; invitation; Section 2-125, When bidding not required; Article IX, Surplus Property, Section 2-130, Bidding; Article X, Payment of Municipal obligations, Section 2-143, Authority to institute legal action and settle claims; providing for a repealer, severability and declaring an emergency.**

Maisch addressed Council. After Staff and Council discussion, Eads made a motion to approve Ordinance 3479, seconded by Favors. Voting Aye: Eads, Byrne, Bain, Bana, Favors, and Dukes. Nay: None. Absent: Reed. Motion carried.

Eads made a motion to approve the Emergency Clause, seconded by Favors. Voting Aye: Eads, Byrne, Bain, Bana, Favors, and Dukes. Nay: None. Absent: Reed. Motion carried.

*D. Maisch and S. Hancock left the meeting at 5:37 PM.

**Councilmember Byrne left the meeting at 6:20 PM.

- 2. Discussion and review of 1) the various City budgets; and 2) the Midwest City Authorities' budgets including the Municipal Authority, the Memorial Hospital Authority, the Economic Development Authority, the Utilities Authority, and the Urban Renewal Authority for the fiscal year 2022-23.**

Staff briefed the Councilmembers on various budget items and the Councilmembers sought clarification and discussed individual items with Staff. No action was taken.

Adjournment. There being no further business, Mayor Dukes adjourned at 9:30 PM.

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director/ City Treasurer

DATE: May 24, 2022

SUBJECT: Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of April 2022.

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

Park & Recreation (123) increased and **Disaster Relief (310)** decreased due to the budgeted transfer of \$1,000,000.

2018 Election G.O. Bond (270) decreased because of the payments for:
Various Capital Outlay <\$750,567>

2018 G.O. Bonds Proprietary (271) decreased due to the payments for:
Various Capital Outlay <\$806,179>

MWC Hospital Authority (425) activities for April:

Compounded Principal (9010) - realized gain on investment	\$2,908,108
unrealized loss on investment	<\$9,307,640>
Discretionary (9050) - realized gain on investment	\$1,121,177
unrealized loss on investment	<\$3,588,419>

Tiatia Cromar

Tiatia Cromar
Finance Director/ City Treasurer

City of Midwest City
Financial Summary by Fund
for Period Ending April, 2022

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2021 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	6,180,624	-	4,541,773	3,259,991	(1,621,140)	1,638,851	6,180,624
10	GENERAL	12,932,070	(156,160)	10,404,097	36,063,267	(33,691,454)	2,371,813	12,775,909
11	CAPITAL OUTLAY RESERVE	730,401	-	741,398	1,464	(12,461)	(10,997)	730,401
13	STREET AND ALLEY FUND	1,481,420	-	1,617,200	530,949	(666,729)	(135,780)	1,481,420
14	TECHNOLOGY FUND	570,968	-	433,563	276,047	(138,642)	137,405	570,968
15	STREET LIGHT FEE	1,459,324	-	1,747,738	496,930	(785,343)	(288,414)	1,459,324
16	REIMBURSED PROJECTS	1,236,953	-	1,055,221	456,366	(274,634)	181,732	1,236,953
17	29TH & DOUGLAS PROPERTY	3,064	-	291	10,006	(7,232)	2,774	3,064
20	MWC POLICE DEPARTMENT	10,158,632	(7,042)	8,840,718	15,225,817	(13,914,944)	1,310,873	10,151,590
21	POLICE CAPITALIZATION	1,402,627	-	724,080	1,380,872	(702,325)	678,547	1,402,627
25	JUVENILE FUND	68,637	-	38,163	54,805	(24,331)	30,474	68,637
30	POLICE STATE SEIZURES	102,115	-	87,864	19,587	(5,336)	14,251	102,115
31	SPECIAL POLICE PROJECTS	81,793	-	87,241	4,273	(9,721)	(5,448)	81,793
33	POLICE FEDERAL PROJECTS	46,631	-	48,467	44	(1,880)	(1,836)	46,631
34	POLICE LAB FEE FUND	30,538	-	25,123	11,052	(5,637)	5,415	30,538
35	EMPLOYEE ACTIVITY FUND	18,792	(1,865)	24,677	5,483	(13,234)	(7,750)	16,927
36	JAIL	201,577	-	148,088	96,866	(43,377)	53,489	201,577
37	POLICE IMPOUND FEE	105,366	-	114,337	32,345	(41,316)	(8,971)	105,366
40	MWC FIRE DEPARTMENT	7,012,583	(4)	5,798,220	11,905,180	(10,690,820)	1,214,359	7,012,579
41	FIRE CAPITALIZATION	1,787,990	-	1,263,814	755,835	(231,659)	524,176	1,787,990
45	MWC WELCOME CENTER	406,740	-	337,163	146,670	(77,094)	69,576	406,740
46	CONV / VISITORS BUREAU	367,191	-	276,171	273,220	(182,200)	91,020	367,191
50	DRAINAGE TAX FUND	-	-	-	-	-	-	-
60	CAPITAL DRAINAGE IMP	541,001	-	710,068	394,228	(563,295)	(169,067)	541,001
61	STORM WATER QUALITY	1,264,696	-	1,183,745	662,097	(581,147)	80,951	1,264,696
65	STREET TAX FUND	2,027,932	-	1,868,157	452,061	(292,287)	159,775	2,027,932
70	EMERGENCY OPER FUND	1,052,345	-	838,966	671,402	(458,024)	213,379	1,052,345
75	PUBLIC WORKS ADMIN	771,094	-	630,577	1,252,362	(1,111,845)	140,517	771,094
80	INTERSERVICE FUND	686,487	-	718,232	2,314,025	(2,345,770)	(31,745)	686,487
81	SURPLUS PROPERTY	589,161	(469,776)	119,209	41,956	(41,780)	176	119,385
115	ACTIVITY FUND	389,285	(304)	358,955	130,083	(100,057)	30,027	388,982
123	PARK & RECREATION	1,854,178	(150)	723,200	1,534,310	(403,481)	1,130,828	1,854,028
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	674,412	(674,412)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	193,327	-	169,787	66,359	(42,820)	23,539	193,327
143	GRANT FUNDS	104,333	(44,333)	60,000	75,825	(75,825)	-	60,000

City of Midwest City
Financial Summary by Fund
for Period Ending April, 2022
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2021 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,874,086	-	2,538,212	839,184	(503,310)	335,874	2,874,086
172	CAP. WATER IMP-WALKER	2,084,191	-	1,703,191	382,081	(1,080)	381,001	2,084,191
178	CONST LOAN PAYMENT REV	3,755,115	(25,605)	3,428,570	590,877	(289,936)	300,941	3,729,511
184	SEWER BACKUP FUND	78,393	-	80,124	159	(1,890)	(1,731)	78,393
186	SEWER CONSTRUCTION	6,083,937	-	5,345,887	1,189,960	(451,910)	738,050	6,083,937
187	UTILITY SERVICES	527,207	(924)	465,084	972,200	(911,000)	61,200	526,284
188	CAP. SEWER IMP.-STROTH	1,364,690	-	746,433	651,096	(32,839)	618,258	1,364,690
189	UTILITIES CAPITAL OUTLAY	2,467,296	(136,727)	2,128,425	342,110	(139,965)	202,145	2,330,569
190	MWC SANITATION DEPARTMENT	5,624,144	-	4,703,029	6,578,383	(5,657,267)	921,116	5,624,144
191	MWC WATER DEPARTMENT	4,002,658	-	3,857,782	5,759,831	(5,614,956)	144,875	4,002,658
192	MWC SEWER DEPARTMENT	4,006,326	(456)	2,796,457	6,603,926	(5,394,512)	1,209,414	4,005,870
193	MWC UTILITIES AUTHORITY	1,011,595	-	951,918	60,496	(818)	59,678	1,011,595
194	DOWNTOWN REDEVELOPMENT	576,730	(5,045)	579,446	1,151	(8,912)	(7,761)	571,685
195	HOTEL/CONFERENCE CENTER	359,933	(985,422)	(249,597)	1,441,918	(1,817,810)	(375,892)	(625,489)
196	HOTEL 4% FF&E	661,196	(329,757)	601,751	4,698,200	(4,968,513)	(270,313)	331,438
197	JOHN CONRAD REGIONAL GOLF	200,788	(147,733)	176,484	377,864	(501,293)	(123,429)	53,055
201	URBAN RENEWAL AUTHORITY	13,269	-	21,797	63,363	(71,892)	(8,528)	13,269
202	RISK MANAGEMENT	1,018,614	(37)	1,322,592	779,921	(1,083,936)	(304,014)	1,018,578
204	WORKERS COMP	3,839,796	-	3,795,625	656,455	(612,284)	44,171	3,839,796
220	ANIMALS BEST FRIEND	78,327	-	66,529	21,665	(9,867)	11,798	78,327
225	HOTEL MOTEL FUND	-	-	-	482,311	(482,311)	-	-
230	CUSTOMER DEPOSITS	1,550,729	(1,550,729)	-	3,064	(3,064)	-	-
235	MUNICIPAL COURT	94,869	(94,869)	-	181	(181)	-	-
240	L & H BENEFITS	2,517,253	(55,358)	1,440,177	8,871,042	(7,849,324)	1,021,718	2,461,895
250	CAPITAL IMP REV BOND	3,874,482	(44,708,917)	(40,093,181)	13,329,990	(14,071,244)	(741,254)	(40,834,435)
269	2002 G.O. STREET BOND	281,285	-	316,717	608	(36,040)	(35,432)	281,285
270	2018 ELECTION G.O. BOND	15,348,854	(491,951)	28,243,801	276,219	(13,663,117)	(13,386,898)	14,856,903
271	2018 G.O. BONDS PROPRIETARY	2,133,136	(389,341)	7,103,148	13,376	(5,372,728)	(5,359,353)	1,743,795
272	2022 ISSUE G.O. BOND	5,577,298	-	-	5,701,963	(124,665)	5,577,298	5,577,298
310	DISASTER RELIEF	6,545,050	(185,123)	8,912,238	(14,386)	(2,537,925)	(2,552,311)	6,359,927
340	REVENUE BOND SINKING FUND	-	-	-	5,665,495	(5,665,495)	-	-
350	G. O. DEBT SERVICES	4,198,325	(14,576)	2,395,523	3,561,141	(1,772,915)	1,788,226	4,183,750
352	SOONER ROSE TIF	1,348,014	-	758,227	990,301	(400,514)	589,787	1,348,014
353	ECONOMIC DEV AUTHORITY	54,686,512	(49,985,777)	3,984,950	1,101,308	(385,524)	715,784	4,700,735
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	107,637,697	(3,127)	125,576,655	(4,122,952)	(13,819,131)	(17,942,084)	107,634,571
425-9050	MWC HOSP AUTH-DISCRETIONARY	19,117,232	(4,484)	19,799,495	266,388	(953,135)	(686,747)	19,112,748
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	10,394,048	-	9,244,883	1,309,960	(160,793)	1,149,167	10,394,050
425-9080	MWC HOSP AUTH GRANTS	135,671	-	152,847	633,082	(650,258)	(17,176)	135,671
	TOTAL	331,934,652	(99,795,590)	248,637,550	149,356,121	(165,854,607)	(16,498,486)	232,139,064



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: May 24, 2022

SUBJECT: Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: General Fund, expenditures/Animal Welfare (10) \$50,187.

This supplement is needed to budget for additional expenditures.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

May 24, 2022

Fund GENERAL (010)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
10	Animal Welfare			50,187	
		<u>0</u>	<u>0</u>	<u>50,187</u>	<u>0</u>

Explanation:
To increase budget to cover for additional expenditures. Funding to come from fund balance.



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TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: May 24, 2022

SUBJECT: Discussion and consideration of adoption, including any possible amendment, of a contract with Arledge & Associates, P.C. to perform the audit of Midwest City's FY 2021-2022 financial statements for the amount of \$57,000.

Per Article IV, Sec. 7 of the City Charter, the council shall designate a qualified public accountant or accountants who shall make an independent annual audit. The Finance Department staff recommends engaging Arledge & Associates to perform the audit for Fiscal Year 2021-2022. The financial statements audit fee is \$57,000. Staff can begin working with the auditors as soon as the engagement letter is signed.

Tiatia Cromar
Finance Director

May 5, 2022

To City Council and Management of the City of Midwest City, Oklahoma

We are pleased to confirm our understanding of the services we are to provide the City of Midwest City, Oklahoma (the “City”) for the year ended June 30, 2022. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the City’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s Discussion and Analysis.
- 2) Budgetary comparison schedules
- 3) GASB required supplementary pension and OPEB reporting

We have also been engaged to report on supplementary information other than RSI that accompanies the City’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor’s report on the financial statements:

- 1) Schedule of expenditures of federal awards.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor’s report will not provide an opinion or any assurance on that other information.

- 1) Statistic information
- 2) Combining statements for non-major funds

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council and Management of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse. Because the determination of waste and abuse is subjective, auditors are not required to perform specific procedures to detect waste or abuse in financial audits. However, auditors may consider whether and how to communicate such matters if they become aware of them. Auditors may discover that waste or abuse are indicative of fraud or noncompliance with provisions of laws, regulations, contract, and grant agreements.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the



financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud



affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on June 30, 2022. With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Arledge & Associates, P.C., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.



Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Arledge & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to AICPA or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Arledge & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the AICPA. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately October 15, 2022 and to issue our reports no later than December 15, 2022. Jake Winkler is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$57,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We appreciate the opportunity to be of service to the City of Midwest City, Oklahoma and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.



Very truly yours,

Arledge & Associates, P.C.

Arledge & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Midwest City, Oklahoma.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____





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

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: May 24, 2022

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

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 April 2022, which is the tenth (10) period of the FY 2021/2022.

Troy Bradley, Human Resources Director

FISCAL YEAR 2021-2022	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
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		
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		
PLAN CLAIMS/ADMIN COSTS												
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		
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		
EXCESS INCOME vs. EXPENDITURES												
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		
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		
FISCAL YEAR 2020-2021												
PLAN INCOME												
Projected Budgeted (MTD)	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416
Actual (MTD)	662,819	704,904	753,466	689,432	1,065,534	727,062	722,415	729,187	750,261	791,934	845,640	833,316
Projected Budgeted (YTD)	729,416	1,458,832	2,188,248	2,917,664	3,647,080	4,376,496	5,105,912	5,835,328	6,564,744	7,294,160	8,023,576	8,752,992
Actual (YTD)	662,819	1,367,723	2,121,189	2,810,621	3,876,155	4,603,217	5,325,632	6,054,819	6,805,080	7,597,014	8,442,654	9,275,970
PLAN CLAIMS/ADMIN COSTS												
Projected Budgeted (MTD)	691,492	864,366	691,492	691,492	864,366	691,492	691,492	691,492	864,366	691,492	864,366	691,492
Actual (MTD)	548,997	965,005	927,589	766,622	859,038	854,726	841,941	740,186	683,500	641,347	697,144	827,948
Projected Budgeted (YTD)	691,492	1,555,858	2,247,350	2,938,842	3,803,208	4,494,700	5,186,192	5,877,684	6,742,050	7,433,542	8,297,908	8,989,400
Actual (YTD)	548,997	1,514,002	2,441,591	3,208,213	4,067,251	4,921,977	5,763,918	6,504,104	7,187,604	7,828,951	8,526,095	9,354,043
EXCESS INCOME vs. EXPENDITURES												
Projected Budgeted (MTD)	37,924	-134,950	37,924	37,924	-134,950	37,924	37,924	37,924	-134,950	37,924	-134,950	37,924
Actual (MTD)	113,822	-260,101	-174,123	-77,190	206,496	-127,664	-119,526	-10,999	66,761	150,587	148,496	5,368
Projected Budgeted (YTD)	37,924	-97,026	-59,102	-21,178	-156,128	-118,204	-80,280	-42,356	-177,306	-139,382	-274,332	-236,408
Actual (YTD)	113,822	-146,279	-320,402	-397,592	-191,096	-318,760	-438,286	-449,285	-382,524	-231,937	-83,441	-78,073

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

April 10/FY 2022: \$2,461,632
 April 10/FY 2021: \$1,286,061
 April 10/FY 2020: \$1,385,492
 April 10/FY 2019: \$2,166,354

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



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

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: May 24, 2022

RE: Discussion and consideration of adopting, including any possible amendment, the health premiums for the fiscal year 2022-2023 in amounts necessary to cover the projected expenditures and for the Employee Health Plan to be actuarially sound, and the adoption of the Employee Life and Health Committee recommendations for the Health Plan.

The Employee Life and Health Fund has somewhat stabilized during the current plan year, and next year's costs are projected to be similar to this year. The Life and Health Committee met on March 31, 2021, to review the L&H budget and to review the recommended premiums for the 2022/2023 Plan year.

The employee committee is making the following recommendations for the Plan year 2022-23:

- The monthly total premiums per tier will have a 7.0% increase. The dollar increase for each tier will be split 50/50 for all eligible active employees as shown on the premium rate sheet that is attached to this agenda item. The retiree split for each tier continues to be 60/40 on the total monthly premium as shown on the same premium rate sheet.
- Dental premiums remain the same.
- Life insurance rates remain the same. We're in the 2nd year of a 2-year rate guarantee.

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

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

Troy Bradley, Human Resources Director

MIDWEST CITY EMPLOYEE HELTH AND DENTAL PREMIUMS - BCBS PREFERRED NETWORK

Effective July 1, 2022

ACTIVE EMPLOYEES

Tier	2022/2023 EE MONTHLY PREMIUM	2022/2023 EE BI-WEEKLY PREMIUM OVER 24 PAY PERIODS	2022/2023 CITY MONTHLY PREMIUM	2022/2023 CITY BI-WEEKLY PREMIUM OVER 24 PAY PERIODS	2022/2023 TOTAL MONTHLY PREMIUM	2022/2023 TOTAL MONTHLY DENTAL PREMIUMS CITY PAID	2022/2023 BI-WEEKLY PREMIUM CITY PAID OVER 24 PP
EE ONLY	175.66	87.83	479.54	239.77	655.20	31.80	15.90
EE & SP	566.06	283.03	924.84	462.42	1,490.90	63.62	31.81
EE & CH	459.64	229.82	621.14	310.57	1,080.78	73.16	36.58
EE & FAM	670.72	335.36	1,231.26	615.63	1,901.98	111.56	55.78

PRE-65 RETIREES

Tier	2022/2023 RETIREE MONTHLY MEDICAL PREMIUM	2022/2023 CITY MONTHLY MEDICAL PREMIUM	2022/2023 TOTAL MONTHLY PREMIUM	RETIREE PAID DENTAL	RETIREE PAID LIFE	2022/2023 RETIREE TOTAL MONTHLY PREMIUM
RE ONLY	393.12	262.08	655.20	31.80	2.90	427.82
RE & SP	894.54	596.36	1,490.90	63.62	2.90	961.06
RE & CH	648.47	432.31	1,080.78	73.16	2.90	724.53
RE & FAM	1,141.19	760.79	1,901.98	111.56	2.90	1255.65

POST-65 RETIREES

Tier	2022/2023 RETIREE MONTHLY MEDICAL PREMIUM	2022/2023 CITY MONTHLY MEDICAL PREMIUM	2022/2023 TOTAL MONTHLY PREMIUM	RETIREE PAID DENTAL	RETIREE PAID LIFE	2022/2023 RETIREE TOTAL MONTHLY PREMIUM
RE ONLY	275.77	183.85	459.62	31.80	2.90	310.47
RE & SP	627.52	418.34	1045.86	63.62	2.90	694.04

*****NOTE*****

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

COBRA RATES:

MEDICAL: BLUE PREFERRED

TIER	2022/2023 CITY TOTAL MONTHLY PREMIUM	2022/2023 MONTHLY COBRA MEDICAL PREMIUM	2022/2023 CITY TOTAL MONTHLY DENTAL PREMIUM	2022/2023 MONTHLY COBRA DENTAL PREMIUM
EE ONLY	655.20	668.30	31.80	32.44
EE & SP	1,490.90	1,520.72	63.62	64.89
EE & CH	1,080.78	1,102.40	73.16	74.62
EE & FAM	1,901.98	1,940.02	111.56	113.79



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

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: May 24, 2022

RE: Discussion and consideration of renewing, including any possible amendment, the Administrative Services Agreement with Health Care Services Corporation to provide administrative services for the Employee Health Benefits Plan for the FY 2022/2023 for a net cost of \$60.40 per employee per month and \$10.00 per month for participants for COBRA Service Charges with a \$75.00 per month administrative fee.

Attached is a copy of the agreement with Health Care Service Corporation, of which Blue Cross/Blue Shield of Oklahoma is a division, to provide administrative services for the Employee Health Benefits Plan for FY 2022/2023. The rates in this agreement reflect a small decrease of 1.06% in net administrative fees compared to last year.

COBRA had no fee changes.

Staff recommends approval.

Troy Bradley, Human Resources Director

Benefit Program Application ("ASO BPA")

Applicable to Administrative Services Only (ASO) Group Accounts

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

Group Status: Renewing ASO Account

Employer Account Number (6-digits): 621602

Group Number(s): 621602

Section Number(s): 2001-2009, 2014-2016, 2018, 2025, 2026, 2029, 2030, 2035, 2036, 2042, 2043, 2047, 2048, 2050,
2601, 2062, 2064, 2074, 3001-3004, 9901

Legal Employer Name: City of Midwest City

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

ERISA Regulated Group Health Plan*: Yes No

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

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

ERISA Plan Administrator*:

Plan Administrator's Address:

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

Select legal reason ; if applicable, specify other: _____

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

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

For more information regarding ERISA, contact your Legal Advisor.

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

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

07/ / 01 / 2022

Anniversary Date: (Month/Day/Year)

07/ / 01 / 2023

Account Information

NO CHANGES SEE ADDITIONAL PROVISIONS

Standard Industry Code (SIC): 9111

Employer Identification Number (EIN): 736027530

Address: 100 N. Midwest Blvd.

City: Midwest City

State: OK

ZIP: 73110-4319

Administrative Contact: Troy Bradley

Title: Human Resources Director

Email Address: tbradley@midwestcityok.org

Phone Number: 405-739-1235

Fax: 405-739-1359

Wholly Owned Subsidiaries to be covered:

Affiliated Companies to be covered:

Employer Identification Number (EIN):

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

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

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

Email Address: tbradley@midwestcityok.org

Phone Number: 405-739-1235

Fax Number: 405-739-1359

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

Proprietary and Confidential Information of Claim Administrator

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

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Producer of Record NO CHANGES SEE ADDITIONAL PROVISION

Effective: 05/01/2020

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

Are commissions to be paid? Yes No**Producer or Agency to whom commissions are to be paid*:** INSURICA, Inc.

Oklahoma Producer#: 013155000

NPN:

Address: 5100 Classen Blvd., Ste 300

City: Oklahoma City

State: OK

ZIP: 73118

Phone: 405-556-2225

Fax: 405-556-2394

Email: Dustin.Brand@INSURICA.com

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

Commissions:

 PCPM \$ Does a Monthly Cap Apply Yes No \$ (If cap is annual, divide by twelve) Flat \$ Does a Monthly Cap Apply Yes No \$ (If cap is annual, divide by twelve) Percentage of Stop Loss: %

ADDITIONAL COMMISSIONS:

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

Schedule of Eligibility NO CHANGES SEE ADDITIONAL PROVISIONS

Employer has made the following eligibility decisions:

1. Eligible Person means: A full-time employee of the Employer. A full-time employee of the Employer who is a member of: _____ (name of union) A part-time employee of the Employer. A retiree of the Employer. Define criteria: _____ Other: A Full-Time employee, a Retiree and an Elected Official

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

Are any classes of employees to be excluded from coverage? Yes No**If yes**, please identify the classes and describe the exclusion: _____**2. Employee definition:****Full-Time Employee means:** A person who is regularly scheduled to work a minimum of _____ hours per week and who is on the permanent payroll of the Employer. Other: 1. A regular, full-time employee of the employer who regularly works at least 30 hours per week.

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

3. An elected official of the employer.

Group's retiree provisions should be as follows:

Retiree: An eligible Retiree shall be defined as any former Employee who receives a continuing benefit pursuant to the provisions of the Oklahoma Firefighters Pension and Retirement System, or the Oklahoma Police Pension

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

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

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

Part-Time Employee means:

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

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

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

Important - Failure to elect retiree coverage when first eligible shall waive any future rights to apply for retiree coverage. Retiree enrollment is classified in the following manner:

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

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

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

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

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

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

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

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

Important - Failure to elect retiree coverage when first eligible shall waive any future rights to apply for retiree coverage. Retiree enrollment is classified in the following manner:

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

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

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the Employer.

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

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

Are there multiple new hire waiting periods? Yes No

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

5. Domestic partners covered: Yes No

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

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

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

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

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

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

7. Termination of coverage upon reaching the Limiting Age:

The last day of coverage is the day prior to the birthday.

The last day of coverage is the last day of the month in which the limiting age is reached.

The last day of coverage is the last day of the billing month.

The last day of coverage is the last day of the year (12/31) in which the limiting age is reached.

The last day of coverage is the day prior to the Employer's Anniversary Date.

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

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

Yes No

However, such coverage shall be extended in accordance with any applicable federal or state law. The Employer will notify BCBSOK of such requirements.

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

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

(a) Disabled dependent administration will follow Standard Rules.

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

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

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

The disability must have begun before the child attained the age of 26.

All disabled dependents are covered regardless of when the disability began.

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

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

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

Certification review is administered by BCBSOK; a disabled dependent certification form must be submitted to BCBSOK.

Certification review is administered by the Employer; there are no disabled dependent certification form requirements.

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

Utilize BCBSOK disabled dependent certification forms.

Utilize custom/other disabled dependent certification forms.

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

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

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

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

Yes (specify number of days below) No

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

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

10. **Enrollment:**

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

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

Open Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so, during the Employer's annual Open Enrollment Period. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer. Such date shall be subsequent to the Open Enrollment Period. Specify Open Enrollment Period: 05/01/2022-05/31/2022

Late Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer.

Select one of the provisions below:

Open Enrollment – Late applicants may only apply during Open Enrollment.

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

11. * Does COBRA Auto Cancel apply? Yes No

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

**Not recommended for accounts with automated eligibility*

CURRENT EMPLOYEE ELIGIBILITY INFORMATION

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

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Lines of Business (Check all applicable services)	<input type="checkbox"/> NO CHANGES <input type="checkbox"/> See Additional Provisions
<p>Medical Plan Services:</p> <p><input type="checkbox"/> Blue Choice PPO</p> <p><input type="checkbox"/> Blue Traditional (In and Out of Network Benefits)</p> <p><input type="checkbox"/> BlueOptions</p> <p><input type="checkbox"/> BlueOptions Select PPO</p> <p><input checked="" type="checkbox"/> Blue Preferred</p> <p><input type="checkbox"/> NativeBlue</p> <p><input type="checkbox"/> Blue High Performance NetworkSM (Blue HPNSM) without Tiers</p> <p><input type="checkbox"/> Blue High Performance Network with Tiers (Blue HPNT)</p> <p><input type="checkbox"/> Out of Area (Traditional)</p> <p>Additional Services:</p> <p><input checked="" type="checkbox"/> Wellbeing Management</p> <p><input type="checkbox"/> Wellness Incentives</p> <p><input type="checkbox"/> Health Advocacy Solutions</p> <p><input type="checkbox"/> Mercer Health Advantage</p> <p><input type="checkbox"/> Custom Care Management Unit</p> <p><input type="checkbox"/> Blue DirectionsSM (Private Exchange) <i>(If selected, the Blue Directions Addendum is attached and made a part of the parties' Administrative Services Agreement.)</i></p> <p><input type="checkbox"/> Limited Fiduciary Services for Claims and Appeals</p> <p><input type="checkbox"/> Other Select Product</p> <p><input type="checkbox"/> Other Select Product</p> <p><input type="checkbox"/> Other Select Product</p> <p><input type="checkbox"/> Other Select Product</p> <p><input checked="" type="checkbox"/> Other MD Live Virtual Visits</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Other</p>	<p>Consumer Driven Health Plan:</p> <p><input type="checkbox"/> Blue EdgeSM (HCA) <i>(If selected, complete separate HCA BPA)</i></p> <p><input type="checkbox"/> (HSA) (vendor: Select Vendor)</p> <p><input type="checkbox"/> FSA (vendor: Select Vendor)</p> <p><input type="checkbox"/> HRA (vendor: Select Vendor)</p> <p>Prescription Drugs: <i>(If selected, the PBM Fee Schedule Addendum must be attached and is part of this BPA)</i></p> <p>Pharmacy Network:</p> <p><input type="checkbox"/> Traditional Select Network</p> <p><input type="checkbox"/> Advantage Network</p> <p><input type="checkbox"/> Preferred Network</p> <p><input type="checkbox"/> Elite Network</p> <p><input type="checkbox"/> Network on PBM Fee Schedule Addendum</p> <p>Drug List: Select Drug List</p> <p>Other (please specify): _____</p> <p>PPO/HSA Preventive Drug List: Please specify: Select Option</p> <p>Other RX programs: Select Program</p> <p>Ancillary Services:</p> <p><input type="checkbox"/> Dental Plan Services</p> <p><input checked="" type="checkbox"/> Vision Insurance <i>(if selected, complete a separate application)</i></p> <p><input checked="" type="checkbox"/> Stop Loss Coverage <i>(if selected, complete separate Exhibit to the Stop Loss Coverage Policy)</i></p> <p><input type="checkbox"/> Life or Disability Insurance <i>(if selected, complete a separate application for those coverages)</i></p> <p><input checked="" type="checkbox"/> COBRA Administrative Services <i>(if selected, complete separate COBRA Administrative Services Addendum)</i></p>

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

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

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

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

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FEE SCHEDULE

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

Payment Specifications	<input checked="" type="checkbox"/> NO CHANGES	<input type="checkbox"/> SEE ADDITIONAL PROVISIONS
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Employer Payment Method: Online Bill Pay **Electronic** Auto Debit Check

Employer Payment Period: **Weekly** (cannot be selected if Check is selected as payment method above)
 Semi Monthly (cannot be selected if Check is selected as payment method above)
 Monthly

Claim Settlement Period: **Monthly**

Run-Off Period: Employer payments are to be made for 12 months following end of Fee Schedule Period. *Standard is twelve (12) months.*

Fee Schedule Period: To begin on Effective Date of Coverage and continue for 12 months. If other than 12 months, please specify: _____ months.

Administrative Per Employee per Month (PEPM) Charges	<input type="checkbox"/> NO CHANGES	<input type="checkbox"/> SEE ADDITIONAL PROVISIONS
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	2022			
Administrative Fee	\$62.90	\$	\$	\$
Dental	\$	\$	\$	\$
Limited Fiduciary Services	*\$Included in Admin Fee	\$	\$	\$
Advanced Payment Review	25%	%	%	%
*Medical Drug Rebate Credit	\$(2.50)	\$	\$	\$
*Rebate Credit for the Prescription Drug Program	\$	\$	\$	\$
Commissions: _____	\$	\$	\$	\$
Commissions: _____	\$	\$	\$	\$
Commissions: _____	\$	\$	\$	\$
Outpatient Imaging Management Services	\$	\$	\$	\$
Management of the Virtual Visits Program	\$Included in Admin Fee	\$	\$	\$
Wellbeing Management	\$Included in Admin Fee	\$	\$	\$
Health Advocacy Solutions	\$	\$	\$	\$
Other: Data Exchange List Service: <u>Reverse Eligibility - CVS/Caremark</u>	\$Included in Admin Fee	\$	\$	\$
Other: Select Service Category List Service: _____	\$	\$	\$	\$
Other: Select Service Category List Service: _____	\$	\$	\$	\$
Miscellaneous: _____	\$	\$	\$	\$
Miscellaneous: _____	\$	\$	\$	\$

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Total	\$60.40	\$	\$	\$
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*The Rebate Credit is a per Covered Employee per month credit applied to the monthly billing statement. The Employer and Claim Administrator have agreed to the Rebate Credit and Employer agrees that it and its group health plan have no right to, or legal interest in, any portion of the rebates, either under the pharmacy benefit or the medical benefit, actually provided by the Pharmacy Benefit Manager ("PBM") or a pharmaceutical manufacturer to Claim Administrator and consents to Claim Administrator's retention of all such rebates. The Rebate Credit will be provided from Claim Administrator's own assets and may or may not equal the entire amount of rebates actually provided to Claim Administrator by the PBM or expected to be provided. Rebate Credits shall not continue after termination of the Prescription Drug Program. Employer agrees that any Rebate Credit provision in the governing Administrative Services Agreement to the contrary is hereby superseded.

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

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

Not applicable to Grandfathered Plans

External Review Coordination: Yes No

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

Advanced Payment Review (APR): Yes No

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

APR Savings Program

PEPM

For APR capabilities other than Reimbursement Services: If Employer elects APR Savings Program, Claim Administrator will invoice the percentage indicated in the Fee Schedule of any recovered amounts identified by Claim Administrator or third-party vendor other than recovery amounts received as a result of or associated with any Workers' Compensation Law.

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

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Third-Party Law Firms Provisions (other than Reimbursement Services): Yes No

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

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

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

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

Termination Administrative Charge

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

Service	2022			
Medical Run-off Administration Charge	\$23.48	\$	\$	\$
Dental Run-off Administration Charge	\$	\$	\$	\$
Miscellaneous	\$	\$	\$	\$
Miscellaneous	\$	\$	\$	\$
Total:	\$23.48	\$	\$	\$

Other Provisions

NO CHANGES SEE ADDITIONAL PROVISIONS

1. Summary of Benefits & Coverage:

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

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

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

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

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

Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and provide SBC to Employer in electronic format. Employer will then distribute to Covered Persons as required by law.

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

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

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

3. **Alternative Care Management Program** (applicable to the purchased medical management program):
 Yes No

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

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

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

Employer elects EHBs based on the following:

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

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

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

7. **Producer/Consultant Compensation**

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

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

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

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Benefit Program Application Addendum Federal Regulatory Requirements

Starting with plan years on or after January 1, 2022, Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("Claim Administrator") will offer new services and processes for ASO group customers that are the result of new requirements imposed on group benefit plans by new federal laws and regulations, specifically certain requirements of the Consolidated Appropriations Act of 2020 ("CAA"), including the No Surprises Act ("NSA"). As a result, the following terms apply for plan years beginning on or after January 1, 2022.

Any capitalized terms not defined here shall have the meaning stated in the Administrative Services Agreement between Claim Administrator and Employer (the "ASA").

Transparency Requirements under the Consolidated Appropriations Act

Services that Claim Administrator will provide to Employer related to certain Transparency Requirements under the CAA are:

Network Provider Data Verification

Claim Administrator will maintain a central database of Network Providers' demographic information, which shall include name, address, phone number, specialty and web address ("Data Elements").

Claim Administrator will implement commercially reasonable procedures to track data updates for Network Providers or confirm Provider data accuracy related to the Data Elements.

Claim Administrator will initiate an outreach to Network Providers to verify the accuracy of the Data Elements up to ninety (90) days following the last recorded update or verification.

Claim Administrator will implement commercially reasonable procedures to track the receipt of updated data from a Network Provider and update the central database within appropriate timeframes.

Directory of Verified Network Providers

Claim Administrator will provide an online Provider directory representing the Network Providers who render services which may be billed to plans and policies administered by Claim Administrator. This directory shall include Providers contracted with Claim Administrator as well as Providers contracted with any Blue Cross and Blue Shield Plan as well as Claim Administrator and another entity performing services on behalf of Claim Administrator. The directory shall not reflect services administered by external claims administrators or other Providers not directly contracted through Claim Administrator.

Providers who fail to confirm the accuracy of the Data Elements may be subject to removal from the Provider directory until they confirm the accuracy of their information.

To the extent information for the Provider directory is provided by a third-party, Claim Administrator shall not be responsible for delays in updates to Provider data directories, or misinformation due to such delays in receiving information from third parties.

Provider Network Status Verification

Covered Persons in plans or policies administered by Claim Administrator may seek clarification of a Provider's Network status through Claim Administrator. Notwithstanding any terms in the ASA, Employer authorizes Claim Administrator to communicate with Covered Persons as reasonably necessary to provide information to or responses in connection with this section. When this clarification is sought via phone, Claim Administrator will use commercially reasonable efforts to provide an electronic confirmation of the Provider's Network status in writing within 24 hours of the call. This verification shall be based on the information available to Claim Administrator at the time of the request and does not represent future guarantee of Network status.

Employer acknowledges that Claim Administrator will not issue a written confirmation of Provider Network status when request is sought through a third-party service center.

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ID Cards

Claim Administrator will include up to four (4) tiers of deductible limits and out-of-pocket maximum limits for major medical coverage on the member ID card. The limits will reflect both family and individual limits when applicable to policy, together with in- and out-of-network limits.

For policies that include prescription drug coverage through Prime with an independent out-of-pocket or Copayment/Deductible, up to two (2) tiers of coverage limits will be included on the ID card.

Claim Administrator will include a phone number and a website URL for consumer assistance information on ID cards issued by Claim Administrator.

For plans that have access to a digital ID card through Blue Access for MembersSM and Claim Administrator's mobile application, the digital ID card image will be updated to reflect the necessary change for plans by plan year renewal 2022.

Claim Administrator will issue physical ID cards in accordance with its standard processes and will not re-issue physical ID cards unless requested by Employer, in which case additional charges may apply. All newly issued physical ID cards starting in 2022 will contain the information reflected in this section.

Surprise Billing Requirements of the No Surprises Act

Qualifying Payment Amount

As it pertains to Employer's self-funded plans, Employer acknowledges that NSA requires, among other things, that member cost-share for certain items and services the Plan covers are calculated based on the lesser of the Provider's billed charge or the NSA's "Qualifying Payment Amount" ("QPA"). With respect to the calculation of QPA, Employer elects to use and adopts the QPA calculated by Claim Administrator based on Claim Administrator's self-funded business and not a QPA customized for Employer's Plan(s).

Negotiation and Independent Dispute Resolution Process

Employer acknowledges that Claim Administrator will make on the Plan's behalf an initial payment amount on Claims consistent with Employer's direction as established by Employer's Plan and the ASA. For non-participating Claims subject to the NSA, a Provider may seek additional payment through a dispute process the NSA and related regulations establish. This process may include informal negotiations with the Provider and an independent dispute resolution ("IDR") process as described in the NSA.

Employer authorizes Claim Administrator, or for Claims for service rendered outside of Claim Administrator's service area another Blue Cross and Blue Shield licensee, to represent the Plan with respect to any Claim with services for which a Provider seeks to negotiate as provided by the NSA, or for which a Provider institutes IDR.

With respect to any negotiations where Claim Administrator represents the Plan to resolve any disputed Claim, Employer expressly authorizes Claim Administrator in such negotiations to resolve any disputed Claim for an amount which Claim Administrator determines is reasonable under the circumstances but in no event will a disputed claim be resolved for more than QPA plus ten percent (10%) of the QPA, without approval of Employer.

Claim Administrator will maintain a summary description of its currently applicable approach to negotiation of services or Claims subject to the dispute resolution process of the NSA. The approach will be generally the same or similar for Claims under Employer's Plan as for similarly-situated Claims under Claim Administrator's fully insured health insurance policies.

The negotiation approach is subject to change from time to time by Claim Administrator. Information about the approach then in effect will be made available to Employer upon reasonable request. Employer acknowledges and agrees that Claim Administrator shall follow its then-current negotiation approach, such negotiations may not be successful, and may result in institution of IDR without exhaustion of the full settlement authority Employer granted to Claim Administrator, which in turn will result in additional administrative fees, as well as IDR entity fees in the event of settlement after institution of an IDR or an IDR loss. Notwithstanding the additional administrative fee and other possible expenses, Employer expressly authorizes Claim Administrator not to exhaust its settlement authority (up to QPA plus ten percent (10%) of the QPA) if Provider's last offer is outside the parameters of the then-effective negotiation approach. Employer acknowledges that settling these Claims

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within the settlement authority range stated here and the scope of Claim Administrator's then current negotiation approach is in the Plan's interest.

Negotiation services Claim Administrator provides shall include communicating with Provider, supplying requested documentation as appropriate, and proposing and documenting resolution of disputed claims. Services in connection with an IDR shall also include handling interactions with the IDR entity and Provider, supplying requested information in connection with the IDR, and analyzing circumstances of disputed Claims to determine position on disputed Claims. On a quarterly basis, Claim Administrator shall provide Employer with information regarding the status of negotiations and IDR decisions.

Employer acknowledges that Claim Administrator undertakes negotiations at the direction of the Employer, undertakes such negotiations because they are necessary to the operation of the Plan, that the compensation to be paid to Claim Administrator for such negotiations is reasonable, and that Claim Administrator does not act as a fiduciary in accordance with state law, or, to the extent applicable under the Employee Retirement Income Security Act of 1974 ("ERISA") in connection with any disputed Claim. Employer is solely responsible for any amounts determined to be payable as a result of such negotiations or awards entered through IDR on NSA-eligible items and services. Employer agrees that Claim Administrator shall have no responsibility for or with respect to any award entered in IDR and any subsequent payment made thereon and/or any judgment entered thereon.

In connection with Claims, items, and services that are subject to the NSA and disputed by a Provider, Employer agrees to pay Claim Administrator the following fees:

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

Employer acknowledges that the fees paid for informal negotiation and IDR are reasonable and are the result of the Provider not agreeing to the payments offered under the Plan and ASA and that the Employer consents to these fees. Claim Administrator shall bill such amounts to Employer on Employer's invoice.

Employer acknowledges that other terms, conditions, or fees may apply with respect to any negotiations or IDR processes performed by another Blue Cross and Blue Shield licensee.

This Addendum is incorporated into and made part of the Additional Provisions Section of the most-current ASO Benefit Program Application (BPA) and will be effective notwithstanding anything in the Administrative Services Agreement or the BPA to the contrary. All terms of the BPA, as amended from time-to-time, shall remain in force and effect except as otherwise described in this Addendum.

The laws and regulations that are the subject of this Addendum are subject to additional rulemaking and interpretation. The terms and conditions stated in this Addendum, including any associated costs/fees, may change as additional requirements and regulatory guidance are released or as additional information becomes known. In the event of a change because additional requirements and regulatory guidance are released or as additional information becomes known, Claim Administrator shall provide notice to Employer and such change shall be effective sixty (60) days after such notice.

The undersigned is authorized and responsible for purchasing administrative services on Employer's behalf and has provided the information specified in this Addendum.

Employer acknowledges that Employer, and not Claim Administrator, shall be responsible for making the necessary adjustments to its Plan Document(s) and Summary Plan Description(s) to be consistent with Employer's election, including any amendments to governing Plan documents.

Employer agrees to the terms set forth in this Addendum and which shall be effective for all plan years beginning on or after January 1, 2022.

Proprietary and Confidential Information of Claim Administrator

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

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Signature

Alexandria Lamb

Sales Representative

403

District

Phone & FAX Numbers

Dustin Brand

Producer Representative

INSURICA, Inc.

Producer Firm

5100 Classen Blvd., Ste 300

Oklahoma City, OK 73118

Producer Address

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

Producer Phone & FAX Numbers

Dustin.Brand@INSURICA.com

Producer Email Address

730687265

Tax I.D. No.

Signature of Authorized Purchaser

Print Name

Title

Date

Proprietary and Confidential Information of Claim Administrator

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

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

PROXY

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members is scheduled to be held each year in the HCSC corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice provided to the member not less than thirty (30) nor more than sixty (60) days prior to such meetings. This proxy shall remain in effect until either revoked in writing by the undersigned at least twenty (20) days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

From time to time, HCSC pays indemnification or advances expenses to its directors, officers, employees or agents consistent with HCSC's bylaws then in force and as otherwise required by applicable law.

Group No.: 621602 By: _____
Print Signer's Name Here
➡ _____
Signature and Title

Group Name: City of Midwest City

Address: 100 N. Midwest Blvd.

City: Midwest City State: OK ZIP: 73110-4319

Dated this _____ day of _____
Month Year

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



BlueCross BlueShield
of Oklahoma

City of Midwest City
07/01/2022
Confirmation of renewal and benefits

Broker/Consultant: INSURICA, Inc.

Acknowledgment of renewal documents

- Benefit Program Application (BPA)
- Stop Loss Application

Renewal Rate Confirmation

- Administration Fee: \$62.90 PEPM
- Medical Rebate: (\$2.50) PEPM
- Net Admin Fee: \$60.40 PEPM
- Individual Stop Loss: \$130.64 PEPM
- Aggregate Stop Loss: \$3.11 PEPM

Benefit & Coverage Changes

- **Required change: As of 7/1/2022 services provided by Licensed Marriage and Family Therapists and services for Family Therapy and Marital Therapy.**

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

Authorized Representative _____

(print name)

Signature: _____

Date _____



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

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: May 24, 2022

RE: Discussion and consideration of renewing the contract, including any possible amendment, for the Stop Loss Policy with Health Care Service Corporation to provide and administer specific and aggregate stop loss coverage for the Employee Health Benefits Plan for the fiscal year 2022/2023 at the rate of \$3.11 per employee per month for an aggregate attachment point of \$8,463,908 and \$130.64 per employee per month for a specific attachment point of \$150,000 per covered person.

Attached is a copy of an agreement with Health Care Service Corporation, of which Blue Cross/Blue Shield of Oklahoma is a division, to provide and administer stop loss coverage for the Employee Health Benefits Plan for the fiscal year 2022/2023. The rates in this agreement reflect a negotiated increase in fees over last year of \$0.10 PEPM for the aggregate attachment point and \$17.24 PEPM for the specific attachment point.

Staff recommends approval.

Troy Bradley, Human Resources Director



EXHIBIT TO THE STOP LOSS COVERAGE POLICY

Employer Group Name: City of Midwest City
Employer Group Address: 100 N. Midwest Blvd.
City: Midwest City **State of Situs:** OK **Zip Code:** 73110-4319
Account Number: 621602
Employer Group Number(s): 621602
Current Effective Date of Policy 07/01/2022
Current Policy Period: These specifications are for the Policy Period commencing on 07/01/2022 and ending on 06/30/2023
Claim Administrator: Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company.

The specifications below shall become effective on the first day of the Policy Period specified above and shall continue in full force and effect until the earliest of the following dates: (1) The last day of the Policy Period; (2) The date the Policy terminates; or (3) The date this Exhibit is superseded in whole or in part by a later executed Exhibit.

A. Aggregate Stop Loss Coverage: Yes No

If yes, complete items 1. through 9. below.

1. New Coverage Renewal of Existing Coverage
2. Stop Loss Coverage during the current Policy Period:

New Coverage (Select one from below):

Incurred and paid during the Policy Period: Claims incurred and paid from _____ to _____

Incurred with Run-Out: Claims incurred from _____ to _____
and Claims paid from _____ to _____

Run-in coverage: Claims incurred from _____ to _____
and Claims paid from _____ to _____

Renewal of Existing Coverage:

Claim Administrator's Claims: Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.

Incurred with Run-Out: Claims incurred from _____ to _____
and Claims paid from _____ to _____

3. Aggregate Stop Loss Coverage shall apply to:

- Medical Claims Vision Claims
- Outpatient Prescription Drug Claims with Company's Pharmacy Benefit Manager
- Outpatient Prescription Drug Claims with Policyholder's Pharmacy Benefit Manager: CVS/Caremark
- Dental Claims
- For Hospital Employer Groups only: *Excludes* _____% of Home Hospital Medical claims
- Other (please specify): _____

4. Average Claim Value: 1,071.72 : (per Employee per month)

- Includes Claim Administrator's Provider Access Fee
- Excludes Claim Administrator's Provider Access Fee

Attachment Factor: 125% [110% - 125%] of the Average Claim Value

5. Aggregate Attachment Claim Liability:

a. Employer's Claim Liability for each Policy Period shall be the sum of the Monthly amounts obtained by multiplying the number of Coverage Units for each Month by the following factor(s):

\$1,339.65 for each Coverage Unit

\$1,339.65 for each Family Coverage Unit

Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed.

6. Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims: Yes No

Run-Off Attachment Claim Liability Factors:

Employer's Run-Off Claim Liability shall be an amount equal to 15% of the annualized Employer Claim Liability based on the participation of the two (2) calendar months immediately preceding termination. Settlement for the final accounting period will be described in the section of the Policy entitled SETTLEMENTS.

7. Aggregate Stop Loss Claims

a. The amount of Paid Claims during the current Policy Period, less Individual (Specific) Stop Loss Claims if any, that exceed the Aggregate Point of Attachment. The Aggregate Point of Attachment shall equal the sum of the Employer's Claim Liability amounts calculated Monthly as described in item A.5.a. above for the current Policy Period. However, for the current Policy Period the minimum Aggregate Point of Attachment shall be \$8,463,908.

b. The following applies if the answer to item A.6. above is "Yes." (Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims):

In the event of termination at the end of the current Policy Period, Aggregate Stop Loss Coverage shall equal the amount of Final Settlement Paid Claims that exceed the Final Settlement Aggregate Point of Attachment. Final Settlement Paid Claims shall equal the sum of the Paid Claims during the Final Policy Period and the Paid Claims during the Run-Off Period, less Individual (Specific) Stop Loss Claims, if any. The Final Settlement Point of Attachment shall equal the sum of the Employer's Claim Liability amount for the Final Policy Period and the Employer's Run-Off Claim Liability calculated as described in items A.5. and A.6. above. However, for the Final Settlement Period the minimum Aggregate Point of Attachment shall be the minimum Aggregate Point of Attachment in item A.7.a. above increased by 15%.

c. The amount of "Run-in" Claims that is excluded from Individual (Specific) Stop Loss Coverage in item B.2. is also not eligible for Aggregate Stop Loss Coverage.

8. Stop Loss Premium (Select one):

Annual Premium (Due on the first day of the current Policy Period): \$_____.

The following applies if the answer to item A.6. above is "Yes." (Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims): In the event of termination at the end of the current Policy Period, an additional premium amount equal to 15% of the Annual Premium will be due within ten (10) calendar days of receipt of the billing.

Monthly Premium shall be equal to the amounts obtained by multiplying the number of Coverage Units for a particular Month by:

\$3.11 for each Coverage Unit

\$3.11 for each Family Coverage Unit

Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed.

The following applies if the answer to item A.6. above is "Yes." (Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims):

In the event of termination at the end of the current Policy Period, an additional premium amount equal to 15% of the annualized Premium based on the participation of the two (2) months immediately preceding termination will be due within ten (10) calendar days of receipt of the billing.

9. The premium is based upon a current membership of 249 Employee Coverage Units and 336 Family Coverage Units.

B. Individual (Specific) Stop Loss Coverage: Yes No

If yes, complete items 1. through 6. below.

1. New Coverage Renewal of Existing Coverage

2. Stop Loss Coverage during the current Policy Period:

New Coverage (Select one from below):

Incurred and paid during the Policy Period: Claims incurred and paid from _____ to _____

Incurred with Run-Out: Claims incurred from _____ to _____
and Claims paid from _____ to _____

Run-in coverage: Claims incurred from _____ to _____
and Claims paid from _____ to _____

If coverage is for claims incurred prior to the effective date of the Policy and paid by Policyholder's prior claim administrator, then such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) and paid by the Policyholder's prior claim administrator by the end of the current Policy Period.

Renewal of Existing Coverage:

Claim Administrator's Claims: Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.

Incurred with Run-Out: Claims incurred from _____ to _____
and Claims paid from _____ to _____

3. Individual (Specific) Stop Loss Coverage shall apply to:

- Medical Claims Vision Claims
- Outpatient Prescription Drug Claims with Company's Pharmacy Benefit Manager
- Outpatient Prescription Drug Claims with Policyholder's Pharmacy Benefit Manager: CVS/Caremark
- Dental Claims
- For Hospital Employer Groups only: *Excludes* _____% of Home Hospital Medical claims
- Other (please specify): _____

4. Individual (Specific) Stop Loss Claims

For each other Covered Person:

a. The amount of Paid Claims during the current Policy Period in excess of the Individual Point of Attachment of \$150,000 per Covered Person. Such amount shall apply for the current Policy Period.

Point of Attachment: Includes Claim Administrator's Provider Access Fee
 Excludes Claim Administrator's Provider Access Fee

b. Employer's Claim Liability equals the sum of Paid Claims for a Covered Person during the current Policy Period up to the Point of Attachment specified in item b.4.a. above.

5. Individual Stop Loss Coverage includes coverage of Run-Off Paid Claims: Yes No

The following applies if the answer to item B.5. above is "Yes" (Individual (Specific) Stop Loss Coverage includes coverage of Run-Off Paid Claims):

a. In the event of termination at the end of the current Policy Period, Individual (Specific) Stop Loss Coverage shall equal the amount of Final Settlement Paid Claims that exceed the Point of Attachment specified in item B.4. above. Final Settlement Paid Claims shall equal the sum of Paid Claims for a Covered Person during the Final Policy Period and the Run-Off Period (beginning on _____ and ending on _____).

b. In the event of termination at the end of the current Policy Period, Employer's Final Settlement Claim Liability equals the sum of Paid Claims for a Covered Person during the Final Policy Period and Run-Off Period up to the Point of Attachment specified in item B.4.a. above.

Settlements for the final accounting period will be described in the section of the Policy entitled SETTLEMENTS.

6. Stop Loss Premium (select one):

- Annual Premium (Due on the first day of the current Policy Period): \$_____.
- Monthly Premium shall be equal to the amounts obtained by multiplying the number of Coverage Units for a particular Month by:

\$130.64for each Coverage Unit

\$130.64for each Family Coverage Unit

The following applies if the answer to item B.5. above is "Yes" (Individual (Specific) Stop Loss Coverage includes coverage of Run-Off Paid Claims): In the event of termination at the end of the current Policy Period, an additional premium amount equal to 20% of the annualized Premium based on the participation of the two (2) months immediately preceding termination will be due within ten (10) calendar days of the billing.

7. The premium is based upon a current membership of 249 Coverage Units and 336 Family Coverage Units.

Additional Provisions:

Retirees Covered: Yes No

The undersigned person represents that he/she is authorized and responsible for purchasing Stop Loss Coverage on behalf of the Employer Group. It is understood that the actual terms and conditions of coverage are those contained in this Exhibit and the Stop Loss Coverage Policy into which this Exhibit shall be incorporated at the time of acceptance by Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC"). Upon acceptance, HCSC shall issue a Stop Loss Coverage Policy to the Employer Group. Upon acceptance of this Exhibit and issuance of the Stop Loss Coverage Policy, the Employer shall be referred to as the "Policyholder."

Alexandria Lamb

Sales Representative

Signature of Authorized Purchaser

Monica Aguilera

Name of Underwriter

Title of Authorized Purchaser

Date

INTERNAL USE ONLY	Date Exhibit approved by Underwriting: Name of Underwriter:
-------------------	----------------------------------------------------------------

MEMO

To: Honorable Mayor and City Council

From: Bert Norton, Fire Chief

Date: May 24, 2022

Subject: Discussion and consideration, including any possible amendment, to approve Change Order No. 3 with Guernsey for construction delays of Fire Station 1 remodel which increases contract time by 55 days with no additional cost. (Fire - B. Norton)

Staff respectfully requests that the Council approve Change Order No. 3 with Guernsey for construction delay of Fire Station 1 remodel due to HVAC units not being ready. Manufacturer is having delays with the semi-conductor chips; the contract time will be increased by fifty-five (55) days with no additional cost.

These delays were caused by unexpected supply shortages, high demand, and constraints with semiconductor chips required to manufacture these products. These issues were unforeseen until late in the production of the HVAC units.

Staff recommends approval.



Bert Norton
Fire Chief

Attachments: Change Order No. 3 with Guernsey



AIA[®]

Document G701™ – 2017

Change Order

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

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

Midwest City, OK 73110

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

ARCHITECT: *(Name and address)*
Guernsey
5555 N. Grand Blvd.

Oklahoma City, OK 73112

CHANGE ORDER INFORMATION:
Change Order Number: 003
Date: May 02, 2022

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.)

Construction delay due to HVAC units not being ready. Manufacturer is having delays with the semi-conductor chips.

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	\$	0.00
The new Contract Sum including this Change Order will be	\$	983,986.00

The Contract Time will be increased by Fifty-Five (55) 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)*

SIGNATURE

David Oman, 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



Carrier

6101 W Reno Ave Suite 550A

Oklahoma City, OK 73116

To Whom it May Concern,

The delays in the air handling units for the Midwest City Fire Station #1 Project were caused by unexpected supply chain issues. The air handlers are currently over 8 weeks late from our original expected ship date. The delays were caused by unexpected supply shortages that were unforeseen until late in the production of the air handlers. The fans specified were ECM technology from German manufacturers which are currently posting extended lead-times due to high demand and constraints with semiconductor chips required to manufacture these products. Carrier management is diligently working with senior leadership at these manufacturers to expedite affected parts.

Best Regards,

Jacob Wycoff

(405) 887-3035

Jacob.Wycoff@Carrier.com

A handwritten signature in cursive script that reads "Jacob Wycoff".



CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

CURRENT PLANNING DIVISION
COMPREHENSIVE PLANNER
Petya Stefanoff, Comprehensive Planner

TO : Honorable Mayor and Council

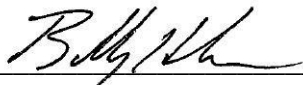
FROM : Billy Harless, AICP, Director

DATE : May 24th, 2022

SUBJECT : Discussion and consideration for entering into and approving, including any possible amendment for Professional Services with Tunnel, Spangler, & Associates, Inc. d/b/a TSW in the amount of \$368,345 to provide Schematic Design and Pricing Plans for the Parkland Dr & National Ave. Schematic Design.

The City has negotiated with TSW in the amount of \$368,345 to provide Schematic Design and Pricing Plans for the Parkland Dr & National Ave. Schematic Design.Revitalization Project.

I am available for any additional questions.



Billy Harless, AICP,
Director

Attachment

PROFESSIONAL SERVICES AGREEMENT
between
Tunnel, Spangler & Associates, Inc. d/b/a TSW
And
THE CITY OF MIDWEST CITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation (hereinafter referred to as “**City**”), and Tunnel, Spangler & Associates, Inc. d/b/a TSW (hereinafter referred to as “**Service Provider**”) (**City**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, **City** is in need of the following professional services The Design Team will be responsible for Schematic Design and Pricing Plans for all improvements, including hardscapes, landscapes, amphitheater building, and civil design. See attachment (Exhibit E) for the limits of design. The Owner of the project is the City of Midwest City. The design shall comply with local ordinances and requirements; and

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

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

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

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

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

1. SERVICES, PRODUCTS, SOLUTIONS AND DELIVERABLES TO BE PROVIDED

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

PROFESSIONAL SERVICES AGREEMENT
between
Tunnel, Spangler & Associates, Inc. d/b/a TSW
And
THE CITY OF MIDWEST CITY

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

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

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

PROFESSIONAL SERVICES AGREEMENT
between
Tunnel, Spangler & Associates, Inc. d/b/a TSW
And
THE CITY OF MIDWEST CITY

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

- Attachment “A” (“Scope of Services”)
- Attachment “B” (“Fees”),
- Attachment “C” (“Service Provider Team”),
- Attachment “D” (“Insurance”)
- Attachment “E” (“Site Map”)

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

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

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **City’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the City, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services

PROFESSIONAL SERVICES AGREEMENT
between
Tunnel, Spangler & Associates, Inc. d/b/a TSW
And
THE CITY OF MIDWEST CITY

to be provided as set forth on Attachment “C” (“**Service Provider’s Team**”) without the prior written consent of the **City**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **City**.

3. CONSIDERATION

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

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

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

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

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

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

PROFESSIONAL SERVICES AGREEMENT
between
Tunnel, Spangler & Associates, Inc. d/b/a TSW
And
THE CITY OF MIDWEST CITY

B. The **City** shall not withhold any social security tax, workmen’s compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider’s Team**, assigned to work on the Project for the **City** are not employees of the **City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **City**.

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

5. TERM, TERMINATION AND STOP WORK

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

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

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

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **City** all licenses, work, products, deliverables, solutions, communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same

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are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **City**, the **City** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

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

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

C. Upon notice to **Service Provider**, the **City** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

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

D. Obligation upon Termination for Convenience.

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

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

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all

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members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

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

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

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate* protecting the **City** from claims for bodily injury (*including death*) and or property

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damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **City** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

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

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

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

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

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

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or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **City** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

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

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

9. BONDS

Service Provider shall provide all bonds required by the RFP/Bid. All Performance Bonds shall be on forms provided by the **City**. The **City** shall be the beneficiary of the Performance Bond. The Performance Bond shall be underwritten by a company that has filed and has registered to do business with the Oklahoma Secretary of State.

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10. CONFIDENTIALITY

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

11. NOTICES

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

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

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

Mr. Adam Williamson, Senior Principal
TSW Planners, Architects, and Landscape Architects
1447 Peachtree St., NE, Suite 850
Atlanta, GA 30309

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

12. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **City**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

13. ASSIGNMENT AND SUBLEASE

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

14. COMPLETE AGREEMENT AND AMENDMENT

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

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interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

15. TIME OF ESSENCE

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

16. MULTIPLE ORIGINALS

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

17. ANTI-COLLUSION

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

18. BREACH AND DEFAULT

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

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

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

19. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **City**, and none of the provisions hereof are intended to benefit any third parties.

20. VENUE AND CHOICE OF LAW

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

21. VALIDITY

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

22. NO WAIVER

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

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23. NO EXTRA WORK

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

24. AMENDMENT

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

25. EFFECTIVE DATE

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

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

Service Provider: Tunnel, Spangler & Associates, Inc. d/b/a TSW

Name: Mr. Adam Williamson

Title: Senior Principal



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PROFESSIONAL SERVICES AGREEMENT
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And
THE CITY OF MIDWEST CITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this
_____ day of _____, 2022.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

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ATTACHMENT “A”

A. Project Information

The Design Team will be responsible for the Parklawn Drive and National Avenue Revitalization Project Schematic Design and Pricing Plans for all Improvements, including hardscapes, landscapes, amphitheater building, and civil design. See attachment (Exhibit C) for the limits of design. The Owner of the project is the City of Midwest City. The design shall comply with local ordinances and requirements.

Approach

The District will be a walkable, mixed-use destination that attracts new businesses to the area and provides public amenities that contribute to a live, work, and play atmosphere for residents and workers.

Budget and Project Areas: The project design will use the adopted Parklawn Drive and National Avenue Revitalization Plan and Design Code to begin the design process.

- **Budget:** The estimated construction budget for the design work is approximately \$16.0 million.
- **Streetscapes:** The streetscape area includes Parklawn Drive and National Avenue, including the roundabout at the intersection.
- **The Green & Shared Parking Court:** This area is the central greenspace for the development, which includes an amphitheater and bathroom building, event lawn, splash pad, playable art, event plaza, and shared parking court.
- **Amphitheater Building:** This building is located within the Green and will have a stage, green room, and bathrooms to serve the area.
- **Trail System, Trailhead & Drainage Improvements:** The multi-use trail system is planned to connect the entire site by connecting into the streetscape improvements. The trail system circles the SSM Hospital campus and is planned to serve as a possible regional stormwater area. The trail system has a proposed trailhead to allow for public access.

B. Project Tasks

Task 1: Project Management + Meetings

- A. TSW will manage the project and the consultants included.
- B. Attend one monthly meeting.
 - * Meetings can be held as virtual meetings, if needed.

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Task 2: Master Plan Update

The team will use the current Master Plan as a starting point to this phase of work.

- A. Site Visit: The team will make one (1) pre-design site visit.
- B. CAD Plan: The team will provide an updated CAD Plan that is based on the survey.
- C. Preliminary Grading Plan: Based on the Master Plan update, the team will begin setting preliminary grades for the proposed project, including, but not limited to: finished grade elevations of the building, streets, parking lots, etc.
- D. Colored Master Plan: An updated colored Master Plan

Task 3: Schematic Plans (Streetscapes, The Green, Shared Parking Court, & Trails)

The team will use the CAD plan generated during the Master Plan and survey as the basis of design. The plans will be enlarged, and a set of schematic drawings will be developed for each area outlined above.

- A. Hardscape Call Outs: Materials and items will be selected and referenced to a matrix.
- B. Landscape Call Outs: Landscape materials and items will be selected.
- C. Preliminary Detailed Grading Plan: Grading plan will be developed based on the overall grading plan.
- D. 3-D drawings will be updated that depict the schematic plans
- E. Construction Strategy for Phases I and II
- F. QA/QC review of Schematic Design drawings

Task 4: Earthwork

Based on the accepted Preliminary Grading Plan, the team will estimate the earthwork volumes based on existing ground surface to finish grade elevations.

Task 5: Preliminary Stormwater Management

Based on the Preliminary Grading Plan, the team will evaluate the stormwater runoff from the site and the preliminary analysis of the most appropriate stormwater management controls. Additionally, the team will evaluate the water quality requirements for the project. The stormwater analysis will include the following items:

- A. Prepare a hydraulic model of the existing and proposed conditions on the Tributary to Soldier Creek
- B. Storm sewer Improvements:
 - Verify Existing hydrology with survey information.
 - Prepare/analyze existing storm sewer models
 - Prepare proposed hydrology

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- Prepare/analyze proposed storm sewer models
- Determine the need for detention based on proposed developments
- C. Coordinate proposed drainage with surrounding development plans
- D. Preliminary storm sewer design tables and plan production

Task 6: Utility Plans – Water & Sewer

Coordination and analysis of the water and sewer systems. Below is a detailed scope for both the water and sanitary sewer analysis:

Water System:

- A. Collect and review existing system data:
 - Midwest City will provide:
 - GIS information for existing water system (size, location, and material of pipes and appurtenances)
 - As-built plans
 - System data
 - > Fire flow requirements of existing buildings
 - > Historical domestic usage of existing buildings
 - > Pressure range
 - > Current flow rates of existing lines
 - WaterCAD software will be used to model existing system alignment, capacity, and pressure
- B. Review proposed system data:
 - WaterCAD software will be used to model the estimated added proposed demands and analyze against existing system capacity
- C. Report any components of the existing system that require upgrades
- D. The final deliverable will be a preliminary report with exhibits as necessary. The report will include a brief narrative describing the above process and the result of system analysis and accompanying maps/exhibits supporting the process and result.

Sanitary Sewer System:

- A. Collect and review existing system data:
 - Midwest City will provide:
 - GIS information for existing sanitary system (size, location, and material of pipes and manholes)
 - As-built plans
 - System data

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- > Historical domestic usage of existing buildings
 - Composed Microsoft Excel tables will be used to analyze existing system capacity
- B. Review proposed system data:
- Engineering will determine Sanitary flow requirements and peaking factors will be determined and the estimated additional flow will be compared to the capacity of the existing system
- C. Report any components of the existing system that require upgrades
- D. The final deliverable will be a preliminary report with exhibits as necessary. The report will include a brief narrative describing the above process and the result of system analysis and accompanying maps/exhibits supporting the process and result.

Task 7: Roundabout

Preliminary Engineering of the Roundabout, including pedestrian movements at the intersection of Parklawn Drive and National Avenue. Preliminary layout will include coordination with the City of Midwest City on options of aesthetics for center of roundabout.

Task 8. Schematic Plans (Amphitheater Building)

- A. Develop a Program
- B. Schematic Floor Plans and Elevations
- C. TSW Team QA/QC review of Schematic Design drawings

Task 9. Cost Estimations

Engage a cost estimating consultant to determine construction costs based on schematic plans – all components.

Task 10. Wayfinding

- A. Existing conditions – Review City’s existing signage plans and locate existing signage
- B. Case Studies – Assess signage standards in neighboring communities to establish signage development precedents for this project. Analysis and findings will include a summary of approaches used, relative cost, scale, and ease of implementation.
- C. Wayfinding Framework – Recommendations for effective community wayfinding, including signage locations, terminology, types, and other key characteristics.
- D. Schematic Design – Working with Branding Consultant to establish a logo to be used, develop three (3) wayfinding concepts, including:
 - Typical location/use
 - Orientation/formats
 - Colors

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- Mounting locations and hardware
- Materials options
- Estimated costs

Task 11. Branding

- A. Strategic Direction
- B. Project Management
- C. Creative Direction
- D. Art Direction
- E. Copywriting
- F. Web Development

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ATTACHMENT “B”

The scope of work for Tasks 1 - 11 will be completed for a **LUMP SUM** fee of **\$368,345 INCLUSIVE of EXPENSES**. Additional Services will be provided upon request from the Owner and authorized in writing before commencing work.

Fee Breakdown by Task

TASK	FEE	
Task 1: Project Management + Meetings	\$9,000	Lump Sum
Task 2: Master Plan Update	\$18,000	Lump Sum
Task 3: Schematic Plans (Streetscapes, The Green, Shared Parking Court, & Trails)	\$135,000	Lump Sum
Task 4: Earthwork	\$5,626	Lump Sum
Task 5: Preliminary Stormwater Management	\$76,723	Lump Sum Total
Subtask 5: Existing Drainage Analysis	\$24,888	Subtotal
Subtask 5: Proposed Storm Sewer Design	\$39,000	Subtotal
Subtask 5: Designation of Detention Areas	\$12,835	Subtotal
Task 6: Utility Plans – Water & Sewer	\$23,792	Lump Sum
Task 7: Roundabout	\$18,704	Lump Sum
Task 8: Schematic Plans (Amphitheater Building)	\$12,000	Lump Sum
Task 9: Cost Estimates	\$12,500	Lump Sum
Task 10: Wayfinding	\$15,000	Lump Sum
Task 11: Branding	\$34,500	Lump Sum
Reimbursables	\$7,500	Lump Sum
Total	\$368,345	

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ATTACHMENT “C”

Consultant’s Project Team

The following are the members of the Consultant’s Project Team:

Tunnel, Spangler & Associates, Inc. d/b/a TSW

- Adam Williamson
- Katy O’Meilia

Johnson & Associates

- Tim Johnson
- Mark Zitzow

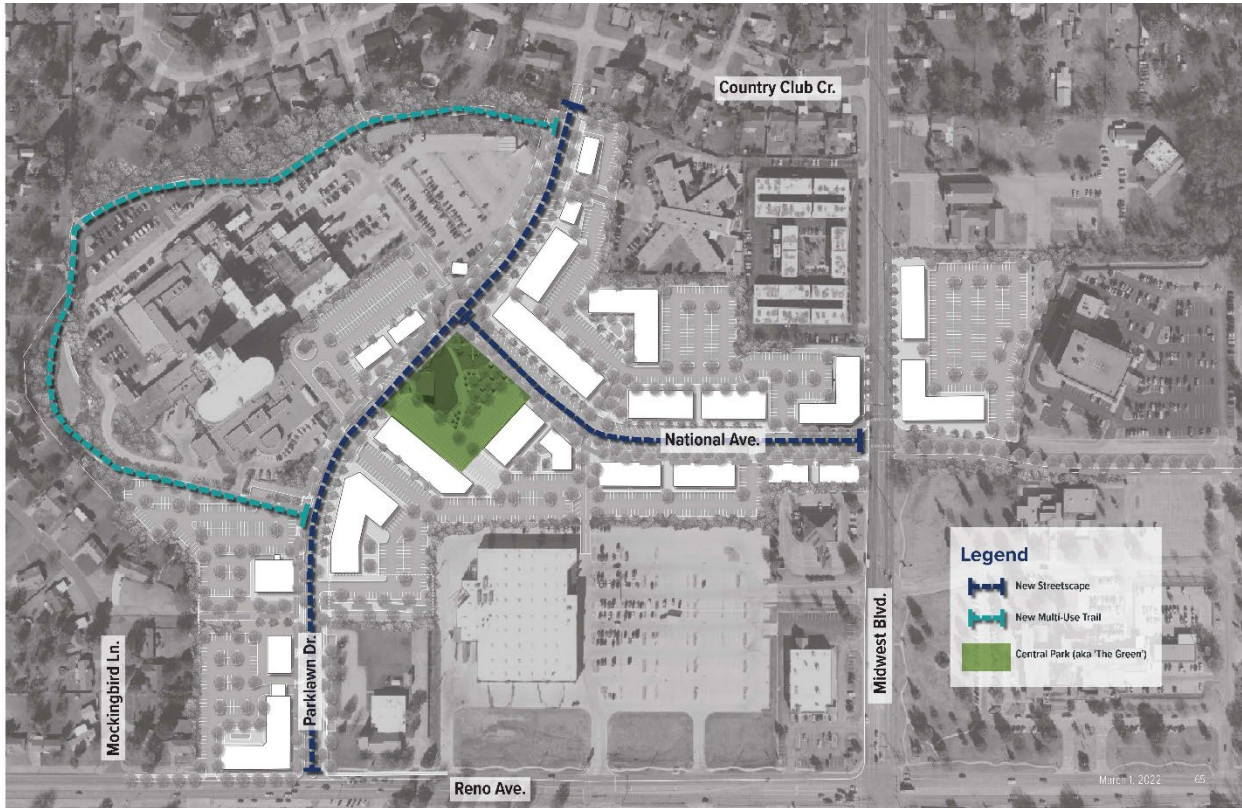
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- Eric Joiner

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ATTACHMENT “E”

Site Map





CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

CURRENT PLANNING DIVISION
COMPREHENSIVE PLANNER
Petya Stefanoff, Comprehensive Planner

TO : Honorable Mayor and Council

FROM : Billy Harless, AICP, Director

DATE : May 24th, 2022

SUBJECT : Discussion and consideration for entering into and approving, including any possible amendment for Professional Services with Johnson & Associates in the amount of \$250,000 to provide General Site Topographic and Boundary Survey, Underground Survey & Title Work for the Parkland Dr & National Ave. Schematic Design.

The City has negotiated with Johnson & Associates provide General Site Topographic and Boundary Survey, Underground Survey & Title Work for the Parkland Dr & National Ave. Schematic Design.

I am available for any additional questions.

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

Billy Harless, AICP,
Director

Attachment

PROFESSIONAL SERVICES AGREEMENT
between
JOHNSON AND ASSOCIATES, LLC
And
THE CITY OF MIDWEST CITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation (hereinafter referred to as “**City**”), and Johnson and Associates, LLC, (hereinafter referred to as “**Service Provider**”) (**City**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, City is in need of the following professional services land surveying services;
and

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

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

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

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

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

1. SERVICES, PRODUCTS, SOLUTIONS AND DELIVERABLES TO BE PROVIDED

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

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

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

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

PROFESSIONAL SERVICES AGREEMENT
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JOHNSON AND ASSOCIATES, LLC
And
THE CITY OF MIDWEST CITY

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

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

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

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

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

PROFESSIONAL SERVICES AGREEMENT
between
JOHNSON AND ASSOCIATES, LLC
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THE CITY OF MIDWEST CITY

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **City**.

3. CONSIDERATION

A. The **City** shall pay the **Service Provider** the compensation after completion of Projects or Deliverables as specified in **Attachment “A” (“Scope of Services / Fees”)**.

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

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

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

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

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

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

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

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

5. TERM, TERMINATION AND STOP WORK

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

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

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

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

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terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

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

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

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

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

D. Obligation upon Termination for *Convenience*.

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

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

6. WARRANTIES

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

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

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

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate* protecting the **City** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **City** as additional insureds as their interest may appear under

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

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

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

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

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

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

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

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

8. INDEMNIFICATION

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

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

9. BONDS

Service Provider shall provide all bonds required by the RFP/Bid. All Performance Bonds shall be on forms provided by the **City**. The **City** shall be the beneficiary of the Performance Bond. The Performance Bond shall be underwritten by a company that has filed and has registered to do business with the Oklahoma Secretary of State.

10. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **City**, the **City** may provide **Service Provider** with access to valuable information of a

PROFESSIONAL SERVICES AGREEMENT
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THE CITY OF MIDWEST CITY

confidential and proprietary nature including but not limited to information relating to the **City's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **City**, shall disclose to any person, other than to the **City**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

11. NOTICES

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

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

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

Tim Johnson
Johnson and Associates, LLC
1 E Sheridan Ave, Suite 200
Oklahoma City, OK 73104

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

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12. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **City**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

13. ASSIGNMENT AND SUBLEASE

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

14. COMPLETE AGREEMENT AND AMENDMENT

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

15. TIME OF ESSENCE

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

PROFESSIONAL SERVICES AGREEMENT
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JOHNSON AND ASSOCIATES, LLC
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16. MULTIPLE ORIGINALS

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

17. ANTI-COLLUSION

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

18. BREACH AND DEFAULT

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

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

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

PROFESSIONAL SERVICES AGREEMENT
between
JOHNSON AND ASSOCIATES, LLC
And
THE CITY OF MIDWEST CITY

19. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **City**, and none of the provisions hereof are intended to benefit any third parties.

20. VENUE AND CHOICE OF LAW

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

21. VALIDITY

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

22. NO WAIVER

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

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **City** unless such services, work,

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product, solution, or deliverable is first requested and approved in writing by the **City** through a purchase order.

24. AMENDMENT

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

25. EFFECTIVE DATE

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

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PROFESSIONAL SERVICES AGREEMENT
between
JOHNSON AND ASSOCIATES, LLC
And
THE CITY OF MIDWEST CITY

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

Service Provider:

Johnson and Associates, LLC

By: 

Name: Timothy W. Johnson

Title: Managing Member

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PROFESSIONAL SERVICES AGREEMENT
between
JOHNSON AND ASSOCIATES, LLC
And
THE CITY OF MIDWEST CITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this
_____ day of _____, 2022.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

May 9, 2022

TSW
2032 Utica Square – 520997
Tulsa, OK 74114

Attention: Ms. Katy O’Meilia

**RE: MWC project Parklawn Dr. & National Ave. Schematic Design:
Surveying Proposal**

Dear Katy:

Thank you for this opportunity to submit a proposal to you regarding the abovementioned project. In accordance with the attached exhibit, following is a list of the services we understand to be necessary, along with the associated cost.

Survey Services:


General Site Topographic and Boundary Survey	\$185,000.00
Underground Survey (Level-A SUE and Profile)	\$ 35,000.00
Title Work (provided by third party)	<u>\$ 30,000.00</u>

Total	\$250,000.00
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Please note that the technical and pricing information contained in any correspondence or proposal submitted by Johnson & Associates is considered confidential and proprietary. It should not be released or otherwise be made available to any third party without the express, written consent of Johnson & Associates.

Again, we do appreciate this opportunity and look forward to continuing a good working relationship with you. Should you have any questions, comments or wish to discuss any of the above, please do not hesitate to contact me. I look forward to hearing from you soon.

Respectfully Submitted,


Timothy W. Johnson, P.E.
JOHNSON & ASSOCIATES

TWJ/rw

Attachments

cc: Tyler Muzny, P.E.
James Haikin, Survey
Courtney Crawford, Accounting
Rachel Whitcomb, TJ File
Proposal File

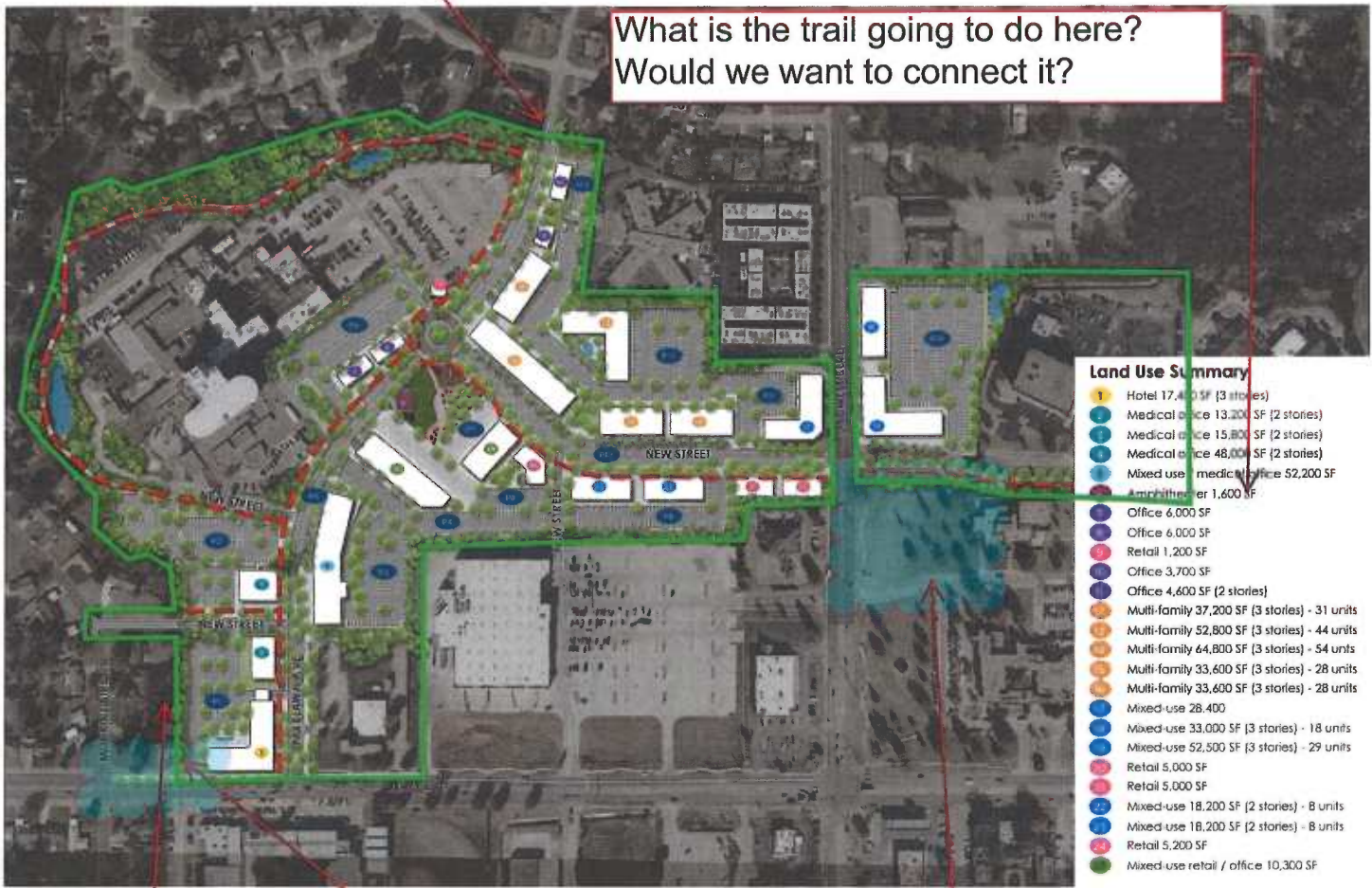
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		CEC		Johnson & Associates	
Subsurface Utility Engineering	Potholing (Level A)	yes		yes	
	Locating (Level B)			yes	
	Survey (Level C)			yes	
	Record Research (Level D)			yes	
Topographic Survey	Contours	1'		1'	
	Verticals of known utilities	Yes		yes	
	Easement/ROW	Abstractor / Title Company		separate cost to be added.	
	Source Deed	Client		county research	
	Boundary Survey	Yes		yes	
	Lots/Plat boundary		20	20 tracts	
	Deliverables	AutoCAD		CAD and PDF	
Fee	Boundary Survey	\$	118,000.00	included in topo cost.	
	Topographic Survey	\$	125,000.00	\$	185,000.00
	SUE QL-A	\$	92,600.00	\$	35,000.00
	Title Work			\$	30,000.00
	Total	\$	335,600.00	\$	250,000.00

Make sure to pick up inlets and SS MH here

SURVEY LIMITS

What is the trail going to do here? Would we want to connect it?



Drainage inflow here, should topo just upstream to include flume

Make sure to pick up SS MH here

Opportunity to do district level detention. Should include in topo

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/17/2022

PRODUCER Alexandria Newton 2222 Westpark Dr., Ste A Norman, OK 73069 (405)573-9837	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Johnson and Associates, LLC 1 East Sheridan Avenue, Suite 200 Oklahoma City, OK 73104	INSURER A: American National Insurance	
	INSURER B: Liberty Mutual	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	3501X0003	09/02/2021	09/02/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	3501C0001	09/02/2021	09/02/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	3501E0090	10/17/2021	10/17/2022	EACH OCCURRENCE \$ 9,000,000
					AGGREGATE \$ 9,000,000
					\$
					\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	XWS58042240	06/01/2021	06/01/2022	<input type="checkbox"/> WC STATU-TORY LIMITS <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
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER City of Midwest City 100 N. Midwest Boulevard Midwest City, OK 73110	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Alexandria Newton
---------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

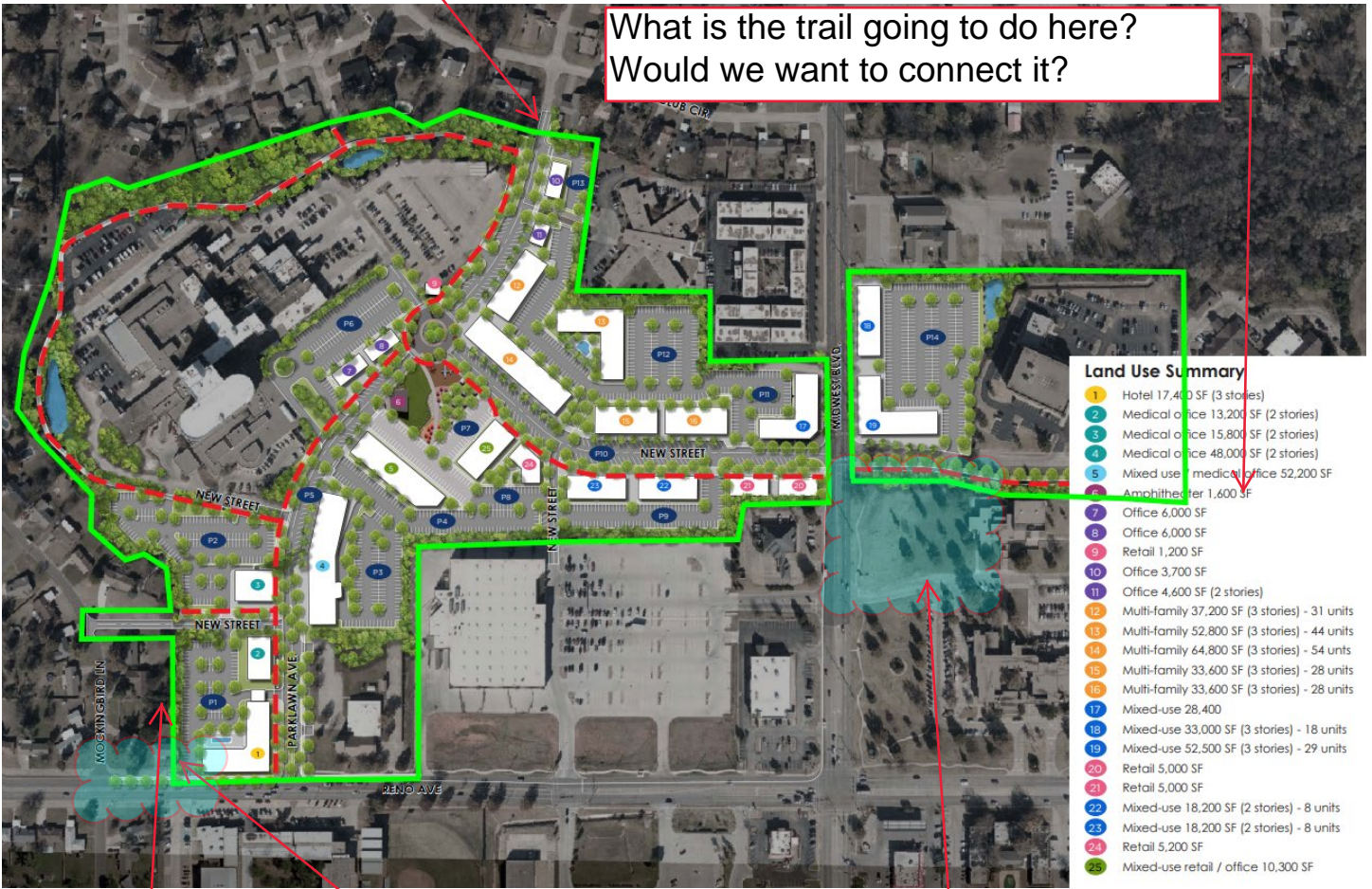
DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Make sure to pick up inlets and SS MH here

SURVEY LIMITS

What is the trail going to do here? Would we want to connect it?



Land Use Summary

- 1 Hotel 17,400 SF (3 stories)
- 2 Medical office 13,200 SF (2 stories)
- 3 Medical office 15,800 SF (2 stories)
- 4 Medical office 48,000 SF (2 stories)
- 5 Mixed use medical office 52,200 SF
- 6 Amphitheater 1,600 SF
- 7 Office 6,000 SF
- 8 Office 6,000 SF
- 9 Retail 1,200 SF
- 10 Office 3,700 SF
- 11 Office 4,600 SF (2 stories)
- 12 Multi-family 37,200 SF (3 stories) - 31 units
- 13 Multi-family 52,800 SF (3 stories) - 44 units
- 14 Multi-family 64,800 SF (3 stories) - 54 units
- 15 Multi-family 33,600 SF (3 stories) - 28 units
- 16 Multi-family 33,600 SF (3 stories) - 28 units
- 17 Mixed-use 28,400
- 18 Mixed-use 33,000 SF (3 stories) - 18 units
- 19 Mixed-use 52,500 SF (3 stories) - 29 units
- 20 Retail 5,000 SF
- 21 Retail 5,000 SF
- 22 Mixed-use 18,200 SF (2 stories) - 8 units
- 23 Mixed-use 18,200 SF (2 stories) - 8 units
- 24 Retail 5,200 SF
- 25 Mixed-use retail / office 10,300 SF

Drainage inflow here, should topo just upstream to include flume

Opportunity to do district level detention. Should include in topo

Make sure to pick up SS MH here



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

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

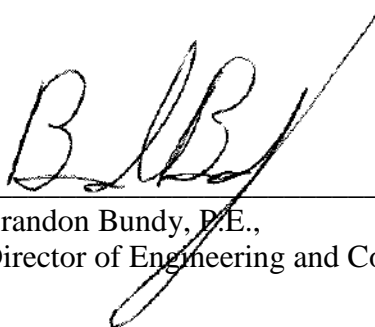
DATE : May 24, 2022

SUBJECT : Discussion and consideration of, including any possible amendment, accepting various Grants of Permanent and Temporary Easement from the DPI All American, LLC across certain parcels of land located within the corporate boundaries of Midwest City, in the Northeast (NE/4) Quarter of Section Four (4), Township (11) Eleven North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. The addresses for the parent parcel are 709 and 711 S Air Depot Boulevard.

The Easements are needed for the future Rail with Trail Phase 2/3 Project, a project that is partially federal funded and known to ODOT as JP 33269(04), TAP-3-3269(004)AG. The easements acquired are listed as two separate permanent easements and one temporary easements describing two separate temporary tracts. All the easements are next to each other dedicated from the same owner.

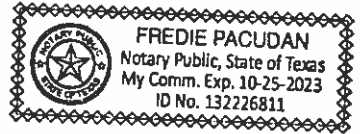
The future trail project is scheduled to be let by ODOT fall of 2022 using federal TAP, Transportation Alternative Program, funds. Originally allocated federal funds in 2017, this project will continue a concrete multi-purpose trail from the current terminus at Maple Drive to Quinlan Park.

Staff recommends acceptance of the easements.



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

of DPI All-American, L.L.C., an Oklahoma limited liability company, 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 his free and voluntary act and deed and as the free and voluntary act and deed of DPI All-American, L.L.C.



WITNESS, my hand and seal this 4th day of April, 2022

My Commission expires: 10/25/2023 F.P.
NOTARY PUBLIC

Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

RETURN TO: City Clerk 100 N Midwest Boulevard Midwest City OK 73110

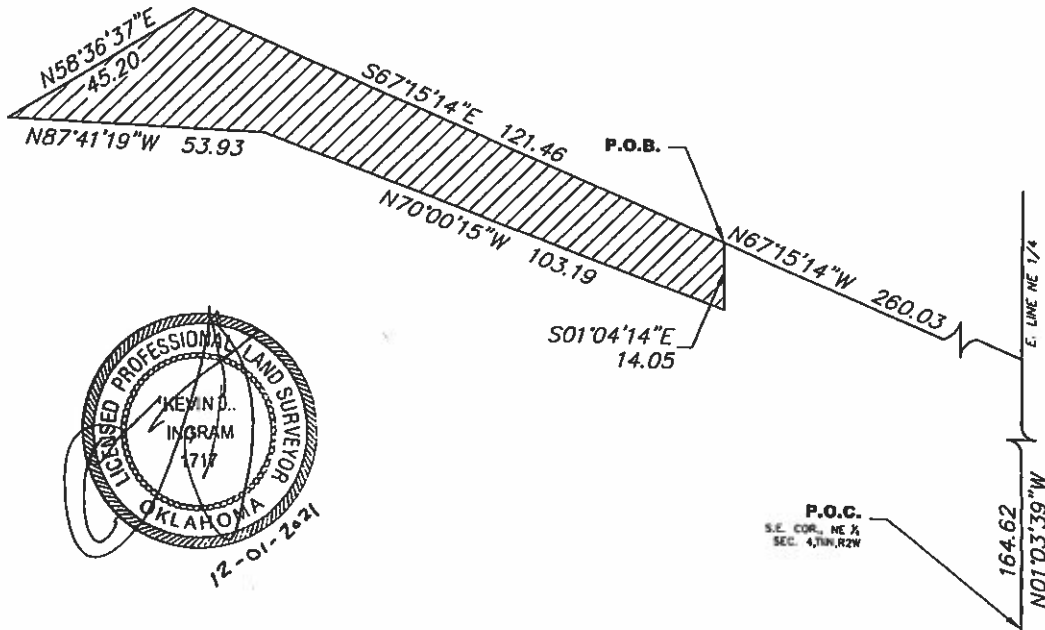
EXHIBIT A

Permanent Easement

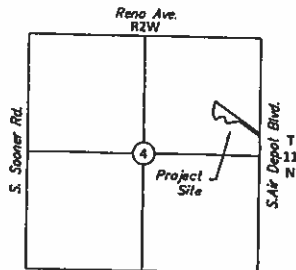
A parcel of land lying in the Northeast Quarter of Section 4, Township 11 North, Range 2 West, Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast Corner of the Northeast Quarter of Section 4, Township 11 North, Range 2 West, I.M.; thence N01°03'39"W along the East Line of said NE 1/4 a distance of 164.62 feet; thence N67°15'14"W, 260.03 feet to the Point of Beginning; Thence S01°04'14"E, 14.05 feet; Thence N70°00'15"W, 103.19 feet; thence N87°41'19"W, 53.93 feet; thence N58°36'37"E, 45.20 feet; thence S67°15'14"E, 121.46 feet to the Point of Beginning.

Said Lands lying in the City of Midwest City, Oklahoma County, Oklahoma and containing 2433.51 sq.ft. more or less. Basis of bearings Oklahoma State Plane Coordinate System, 1983 North Zone being N01°03'39"W along the East Line of the Northeast 1/4 of Sec. 4, T11N, R2W, I.M.



SCALE: 1"=30'



VICINITY MAP
NOT TO SCALE

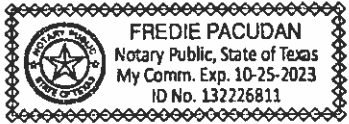
LEGEND:

- Permanent Easement
- P.O.B. - Point of Beginning
- P.O.C. - Point of Commencement

THIS TRACT EXHIBIT IS NOT A LAND OR BOUNDARY SURVEY

	MIDWEST CITY TRAIL	
	OKLAHOMA COUNTY	
PROJECT NAME		
Permanent easement		
SHEET TITLE		
DATE	JOB NO.	SHEET / OF
Dec. 2021	18112	1 / 1
Oklahoma City, OK - 405-942-8538		
CA - 2959 EXP. 6-30-23		

of DPI All-American, L.L.C., an Oklahoma limited liability company, 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 his free and voluntary act and deed and as the free and voluntary act and deed of DPI All-American, L.L.C.



WITNESS, my hand and seal this 4th day of April, 2022

My Commission expires: 10/25/2023

F. Pacudan
NOTARY PUBLIC

Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

RETURN TO: City Clerk 100 N Midwest Boulevard Midwest City OK 73110

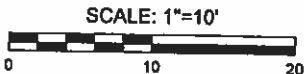
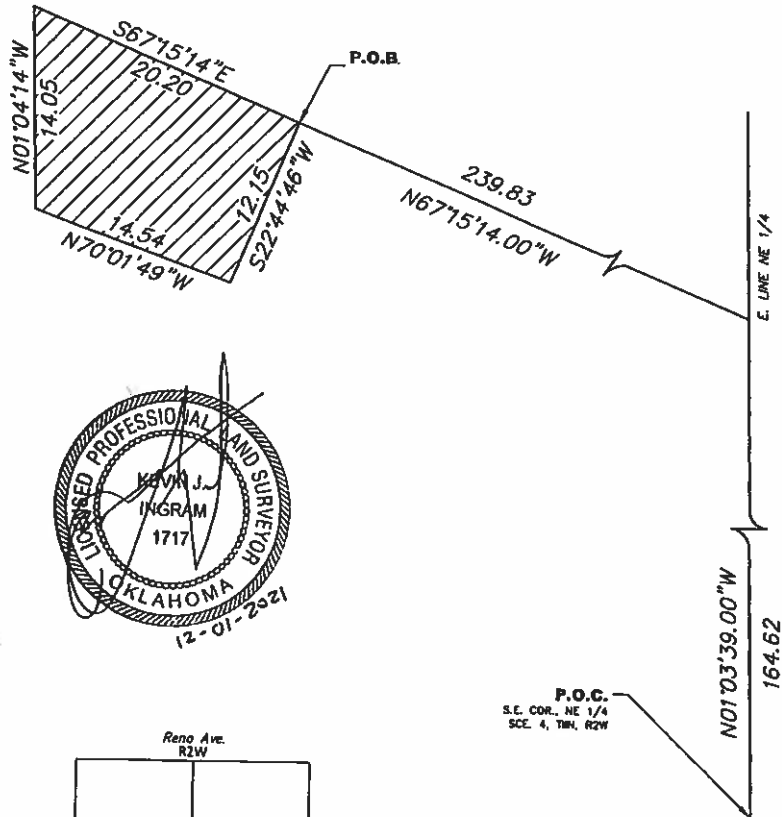
EXHIBIT A

Permanent Easement

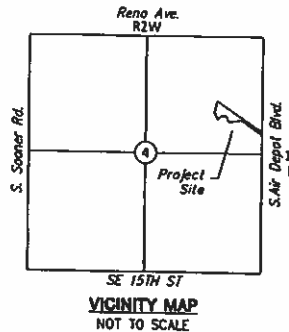
A parcel of land lying in the Northeast Quarter of Section 4, Township 11 North, Range 2 West, Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast Corner of the Northeast Quarter of Section 4, Township 11 North, Range 2 West, I.M.; thence N01°03'39"W along the East Line of said NE 1/4 a distance of 164.62 feet; thence N67°15'14"W, 239.83 feet to the Point of Beginning; Thence S22°44'46"W, 12.15 feet; thence N70°01'49"W, 14.54 feet; thence N01°04'14"W, 14.05 feet; thence S67°15'14"E, 20.20 feet to the Point of Beginning.

Said Lands lying in the City of Midwest City, Oklahoma County, Oklahoma and containing 217.94 sq.ft. more or less. Basis of bearings Oklahoma State Plane Coordinate System, 1983 North Zone being N01°03'39"W along the East Line of the Northeast 1/4 of Sec. 4, T11N, R2W, I.M.



LEGEND:
 Permanent Easement
 P.O.B. - Point of Beginning
 P.O.C. - Point of Commencement



P.O.C.
S.E. COR., NE 1/4
SEC. 4, T11N, R2W

THIS TRACT EXHIBIT IS NOT A LAND OR BOUNDARY SURVEY

MKEC
 Oklahoma City, OK • 405-842-8558
 CA - 2958 EXP. 6-30-23

MIDWEST CITY TRAIL, OKLAHOMA COUNTY
 PROJECT NAME
Permanent Easement
 SHEET TITLE

DATE: Dec. 2021 | JOB NO. 18112 | SHEET 1 / 1 OF

\\ukrswe\work\projects\2018\18112\11-2021\18112-Permanet Easement IL.dwg

GRANT OF TEMPORARY EASEMENT

Rail with Trail Phase 3
JP 33269(04) / TAP 3-3269(004)
Oklahoma County
Parcels A & B

KNOW ALL BY THESE PRESENTS:

That DPI All-American, L.L.C., an Oklahoma limited liability company, (grantor) for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, (grantee) a temporary easement and right-of-way across, over and under the following described lots, tracts or parcels of land situated in Oklahoma County, State of Oklahoma, to-wit:

SEE EXHIBITS A and A1

This easement, effective upon the inception of construction, is granted for the sole purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, build and at all times maintain the easement and improvement upon the above described tract of land and includes the temporary right of ingress and egress for employees, tools, and equipment, of the City of Midwest City, its officers, agents, contractors and employees. THE TEMPORARY EASEMENT SHALL BECOME NULL AND VOID UPON COMPLETION OF CONSTRUCTION AND ACCEPTANCE OF THE PROJECT.

The consideration herein covers any and all kinds and character of damages or injury that may be sustained directly or indirectly to any lands owned by the Grantor(s) herein by reason of the construction and maintenance of such improvements.

Said Grantor(s) hereby covenant and warrant that at the time of the delivery that the above-described real estate and premises are free of all liens and claims whatsoever, except none and that Grantor(s) will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all and every person whomsoever claiming the same.

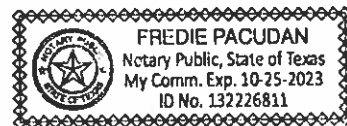
WITNESS the hands of the parties this 4 day of April, 2022

[Signature]

Ken Dancyfield, Mgr.

Manager/Member

STATE OF Texas)
COUNTY OF Collin) ss.

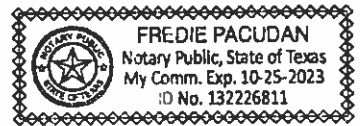


Before me, the undersigned Notary Public in and for the state and county aforesaid, on this

4th day of April, 2022 personally appeared

Ronald Greenfield as Manager/Member

of DPI All-American, L.L.C., an Oklahoma limited liability company, 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 his free and voluntary act and deed and as the free and voluntary act and deed of DPI All-American, L.L.C.



WITNESS, my hand and seal this 4th day of April, 2022

My Commission expires: 10/25/2023 F.P.
NOTARY PUBLIC

Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

RETURN TO: City Clerk 100 N Midwest Boulevard Midwest City OK 73110

EXHIBIT A

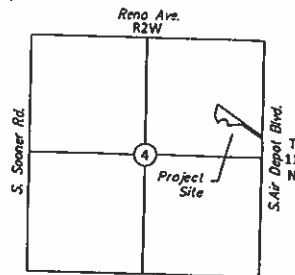
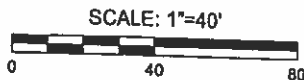
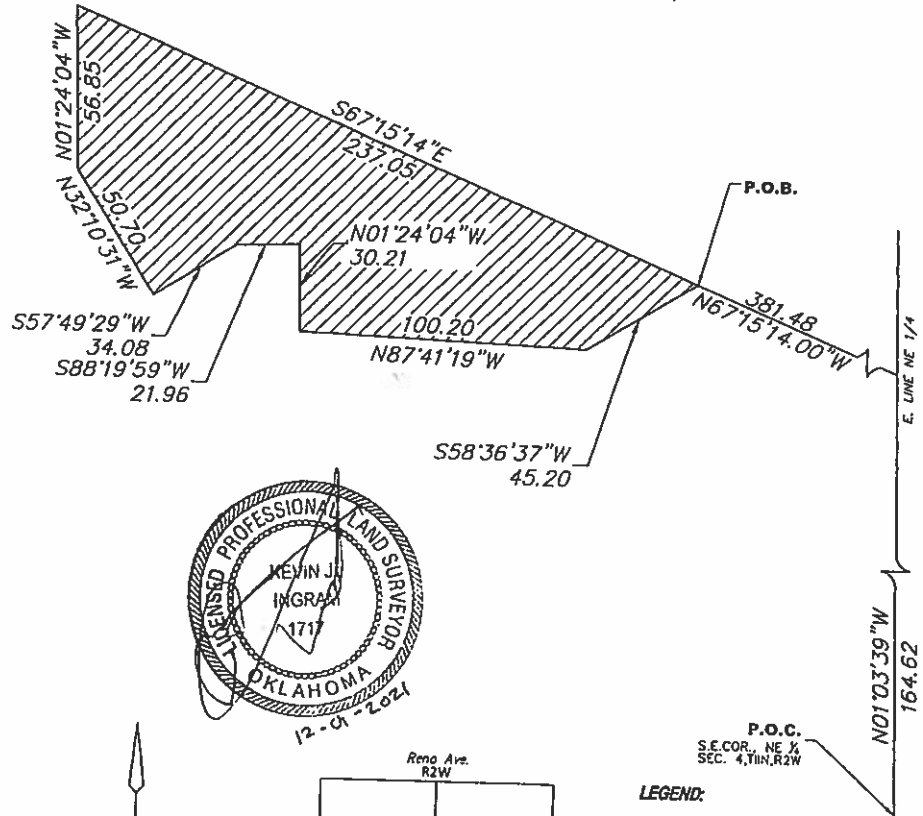
Temporary Easement

A parcel of land lying in the Northeast Quarter of Section 4, Township 11 North, Range 2 West, Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast Corner of the Northeast Quarter of Section 4, Township 11 North, Range 2 West, I.M.; thence N01°03'39"W along the East Line of said NE 1/4 a distance of 164.62 feet; thence N67°15'14"W, 381.48 feet to the Point of Beginning; thence S58°36'37"W, 45.20 feet; thence N87°41'19"W, 100.20 feet; thence N01°24'04"W, 30.21 feet; thence S88°19'59"W, 21.96 feet; thence S57°49'29"W, 34.08 feet; thence N32°10'31"W, 50.70 feet; thence N01°24'04"W, 56.85 feet; thence S67°15'14"E, 237.05 feet to the Point of Beginning.

Said Lands lying in the City of Midwest City, Oklahoma County, Oklahoma and containing 11925.74 sq.ft. more or less. Basis of bearings Oklahoma State Plane Coordinate System, 1983 North Zone I.M. being N01°03'39"W along the East Line of the Northeast 1/4 of Sec. 4, T11N, R2W, I.M.

Parcel A / 711 S Air Depot / 150202500



VICINITY MAP
NOT TO SCALE

LEGEND:

- Temp. Easement
- P.O.B. - Point of Beginning
- P.O.C. - Point of Commencement

THIS TRACT EXHIBIT IS NOT A LAND OR BOUNDARY SURVEY

**MIDWEST CITY TRAIL,
OKLAHOMA COUNTY**

PROJECT NAME

Temporary Easement

SHEET TITLE

DATE	18112	1 / 1	1 / 1
Dec 2021	JOB NO		SHEET / OF

Oklahoma City, OK - 405-842-8558
CA - 2958 EXP - 6-30-23

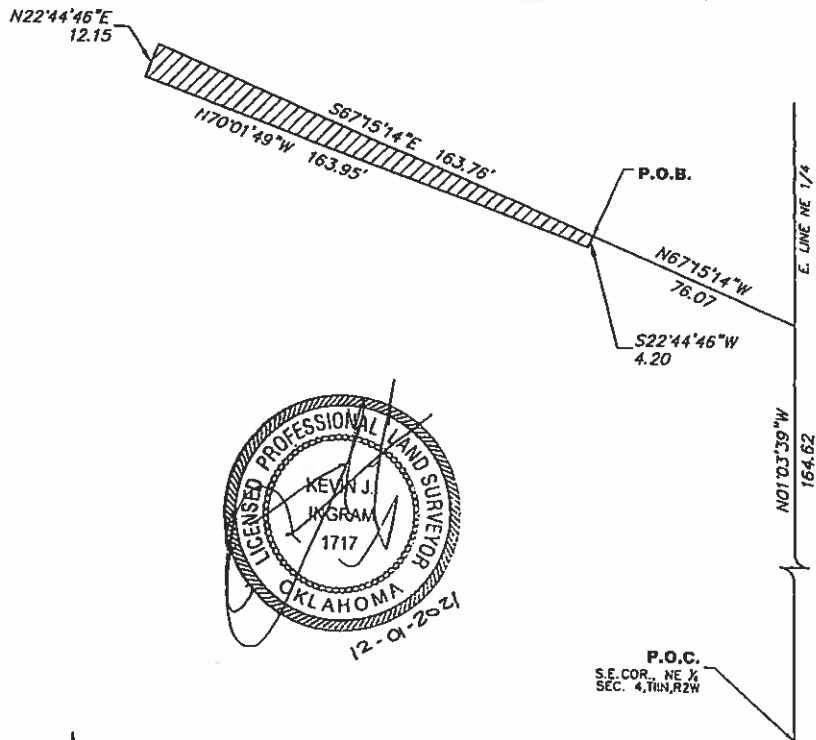
\\okcncrs5\vol1\projects\2018\150202500\12-Sheers-Midwest City Trail\4-Survey\DWG\ESM15-11-2021\1-Easement_10c.dwg

Temporary Easement

A parcel of land lying in the Northeast Quarter of Section 4, Township 11 North, Range 2 West, Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast Corner of the Northeast Quarter of Section 4, Township 11 North, Range 2 West, I.M.; thence N01°03'39"W along the East Line of said NE 1/4 a distance of 164.62 feet; thence N67°15'14"W, 76.07 feet to the Point of Beginning; Thence S22°44'46"W, 4.20 feet; thence N70°01'49"W, 163.95 feet; thence S67°15'14"E, 163.76 feet to the Point of Beginning.

Said Lands lying in the City of Midwest City, Oklahoma County, Oklahoma and containing 1338.66 sq.ft. more or less. Basis of bearings Oklahoma State Plane Coordinate System, 1983 North Zone being N01°03'39"W along the East Line of the Northeast 1/4 of Sec. 4, T11N, R2W, I.M. Parcel B / 709 S Air Depot / 150202505



P.O.C.
S.E. COR., NE 1/4
SEC. 4, T11N, R2W

LEGEND:

- Temp. Easement
- P.O.B. - Point of Beginning
- P.O.C. - Point of Commencement

THIS TRACT EXHIBIT IS NOT A LAND OR BOUNDARY SURVEY

**MIDWEST CITY TRAIL,
OKLAHOMA COUNTY**

PROJECT NAME

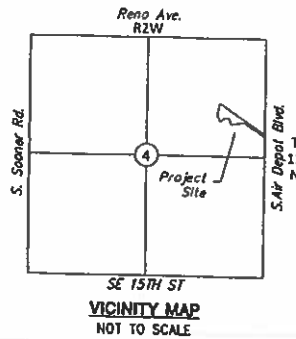
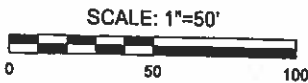
Temporary Easement

SHEET TITLE

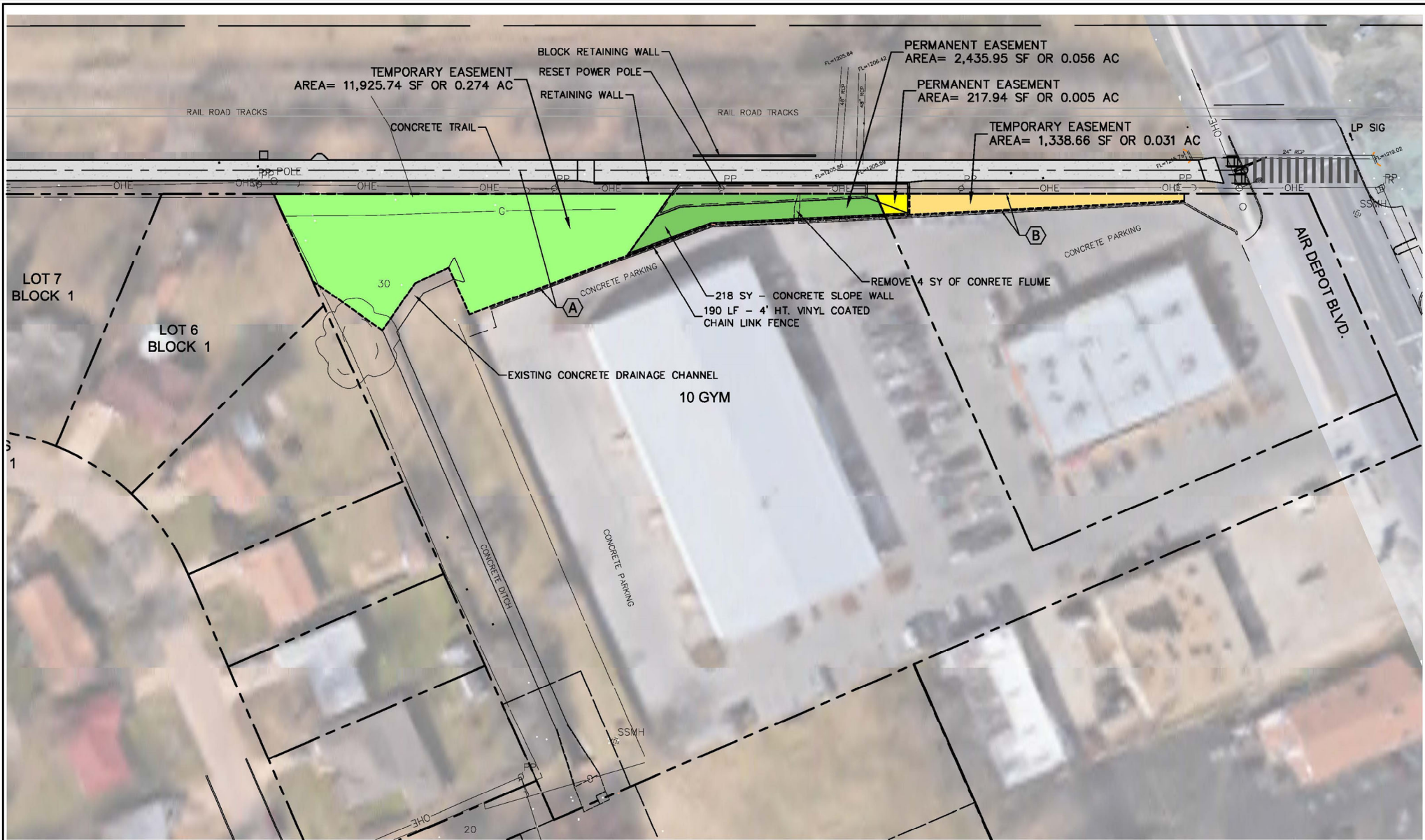
MKEC

DATE	JOB NO.	SHEET / OF
Dec. 2021	18112	1 / 1

Oklahoma City, OK • 405-842-8558
CA - 2958 EXP. 6-30-23

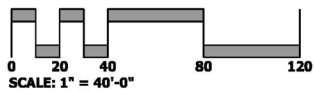


12-01-2021



RIGHT OF WAY AREAS

PARCEL	OWNER	PERMANENT TAKE	TEMPORARY EASEMENT	EASEMENT AREA
A	DPI ALL AMERICAN, L.L.C.	2,435.95 SF / 0.056 ACRE	11,925.74 SF / 0.274 ACRE	<div style="display: inline-block; border: 1px solid black; background-color: #90EE90; padding: 2px;">PERM</div> <div style="display: inline-block; border: 1px solid black; background-color: #90EE90; padding: 2px; margin-left: 5px;">TEMP</div>
B	DPI ALL AMERICAN, L.L.C.	217.94 SF / 0.005 ACRE	1,338.66 SF / 0.031 ACRE	<div style="display: inline-block; border: 1px solid black; background-color: #FFFF00; padding: 2px;">PERM</div> <div style="display: inline-block; border: 1px solid black; background-color: #FFD700; padding: 2px; margin-left: 5px;">TEMP</div>



- - - - - EXISTING RIGHT OF WAY
 - - - - - EXISTING EASEMENTS

CITY OF MIDWEST CITY RAILROAD TRAIL – PHASE 2&3

PLANS AND ESTIMATES
PREPARED BY:

R.L. SHEARS COMPANY, P.C.
Landscape Architects
 1522 SOUTH CARSON AVENUE
 TULSA, OKLAHOMA 74119
 TEL 918.582.0612 FAX 918.582.0613

DESIGN	RLS	01/20
DRAWN	JMS	01/20
CHECKED	RLS	01/20
JP# 33269(04)		

EASEMENT EXHIBIT B



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

TO : Honorable Mayor and Council

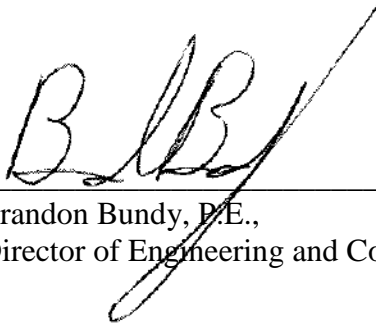
FROM : Brandon Bundy, P.E., Director

DATE : May 24, 2022

SUBJECT : Discussion and consideration of, including any possible amendment, accepting a Grant of Permanent Easement from Realty Income CK1, LLC, across a certain parcel of land located within the corporate boundaries of Midwest City, in the Southwest Quarter (SW/4) of Section Ten (10), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Approximate address of parcel providing easement is 7001 SE 29th Street.

This easement was a request by staff when it was realized that traffic equipment at the intersection of S Air Depot / SE 29th Street is possibly outside of existing ROW. Efforts to find a history did not yield any results. The new operator of that gas station, Casey's General Store, has graciously agreed to grant a new easement to cover the existing equipment.

Staff recommends acceptance of the easements.



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

Attachment

GRANT OF PERMANENT EASEMENT

KNOW ALL BY THESE PRESENTS:

That Realty Income CK1, LLC, a Delaware limited liability company (“Grantor”), with an office located at 11995 El Camino Real, San Diego, San Diego County, California 92130 , for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, a permanent non-exclusive easement across, over and under the following described lots, tracts, or parcels of land situated in Midwest City, Oklahoma County, Oklahoma, to-wit:

See Exhibit “A”

as depicted on Exhibit “B”

This non-exclusive easement is granted for the purpose of enabling the City of Midwest City, its officers, agents, contractors, and employees to go upon, layout, construct, change, and/or build Right of Way improvements upon the above-described lots, parcels or tracts of land and includes the permanent non-exclusive right of ingress and egress for employees, tools and equipment of the City of Midwest City, its officers, agents, contractors, and employees.

The consideration herein covers any and all kinds and character of damages or injury that may be sustained directly or indirectly to any lands owned by the Grantor by reason of the construction and maintenance of such improvements.

The City of Midwest City’s exercise of its rights under the easement shall be conducted in a manner that shall not materially interfere with or impair any operations or business being conducted on the Grantor’s property, pedestrian or vehicular access to/from the property, or the visibility of any signage situated on the Property.

Grantor reserves the right to the full use and enjoyment of the easement area subject to the rights herein granted to City of Midwest City.

To the extent permitted by law, City of Midwest City shall and does hereby indemnify, defend and protect Grantor and hold Grantor harmless from any and all loss, cost, damage, expense and/or liability incurred in connection with or arising from City of Midwest City’s rights under the this easement.

Notwithstanding anything in this easement to the contrary, (a) City of Midwest City accepts the Grantor’s property as is, where is, with all faults; (b) Grantor makes no representations or warranties of any kind, either express or implied, with respect to the Grantor’s property or the condition thereof; and (c) the rights granted by this easement are subject to all matters of record and applicable laws to which the Grantor’s property is subject.

WITNESS the hands of the parties this 4th day of May, 2022.

Realty Income CK1, LLC,
a Delaware limited liability company

By: Realty Income, L.P., a Maryland limited partnership,
its sole member

By: Realty Income Corporation, a Maryland corporation,
its general partner

By: [Signature]

Name: Karolina Ericsson

Title: Senior Vice President, Associate General Counsel

Approved As To Form
Legal Department
[Signature]
W. Andersen

ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

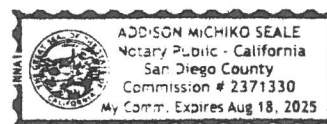
On May 4, 2022 before me, Addison Michiko Seale, Notary Public, personally appeared Karolina Ericsson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

(Notary Seal)



Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

EXHIBIT "A"

EASEMENT DESCRIPTION:

A PERMANENT EASEMENT LOCATED ON A TRACT OF LAND SITUATED IN THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, AND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 11 NORTH, RANGES 2 WEST, OKLAHOMA COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

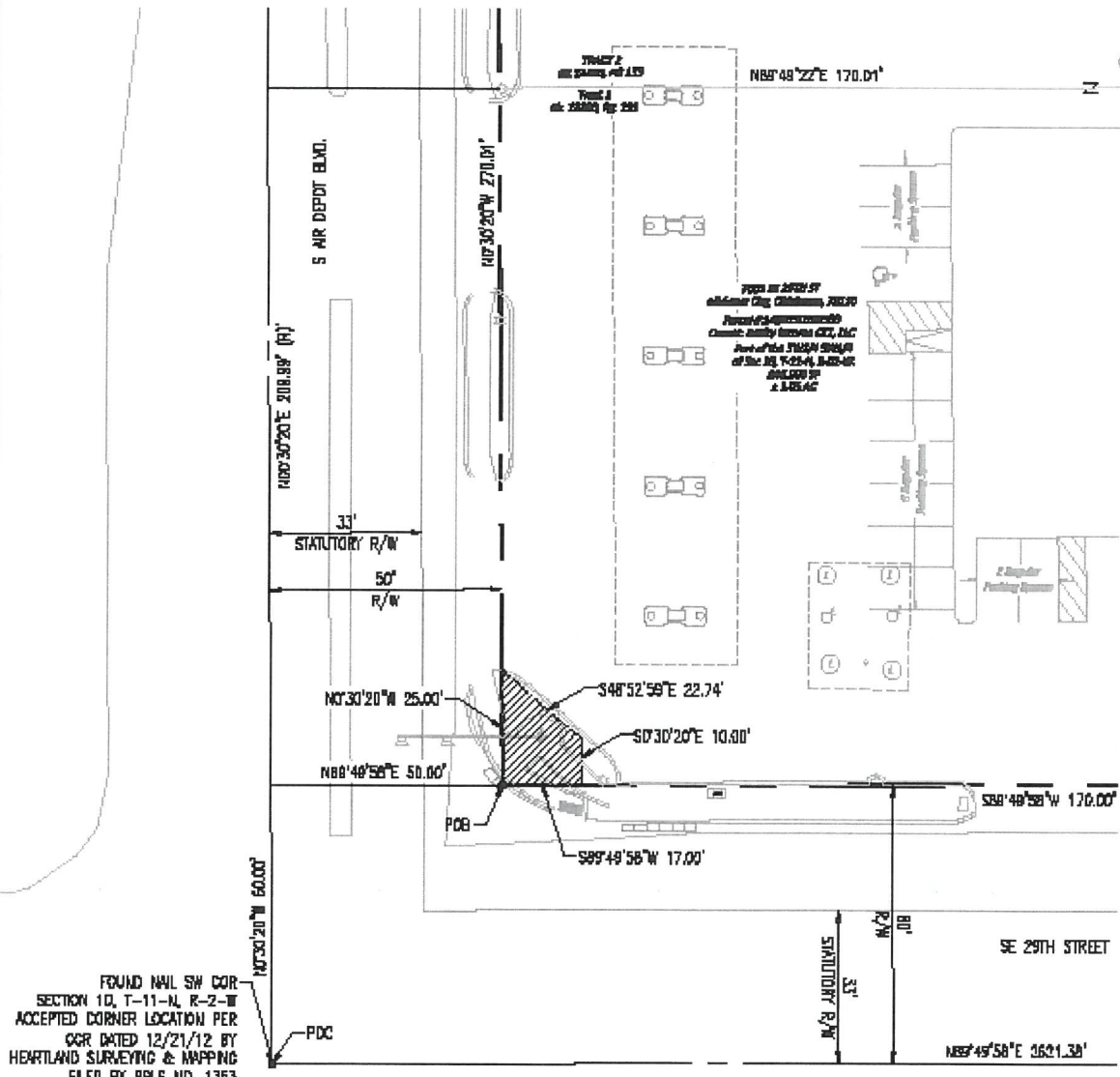
COMMENCING AT A MAG NAIL AT THE SOUTHWEST CORNER OF SECTION 10; THENCE ALONG THE WEST SECTION LINE N0°30'20"W A DISTANCE OF 60.00 FEET; THENCE LEAVING SAID SECTION LINE N89°49'58"E A DISTANCE OF 50.00 FEET TO A 5/8" REBAR WITH COA 3055 MORRISON SHIPLEY CAP BEING THE POINT OF BEGINNING; THENCE N00°30'20"W A DISTANCE OF 25.00 FEET; THENCE S48°52'59"E A DISTANCE OF 22.74 FEET; THENCE S0°30'20"E A DISTANCE OF 10.00 FEET; THENCE S89°49'58"W A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT EASEMENT CONTAINS AN AREA OF 297.4 SQUARE FEET OR 0.0068 ACRES MORE OR LESS.

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

EXHIBIT "B"

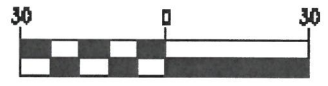
EXHIBIT A



A PERMANENT EASEMENT LOCATED ON A TRACT OF LAND SITUATED IN THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, AND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 11 NORTH, RANGES 2 WEST, OKLAHOMA COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A WAG NAIL AT THE SOUTHWEST CORNER OF SECTION 10; THENCE ALONG THE WEST SECTION LINE N07°30'20"W A DISTANCE OF 60.00 FEET; THENCE LEAVING SAID SECTION LINE N88°48'58"E A DISTANCE OF 50.00 FEET TO A 5/8" REBAR WITH COA 3065 MORRISON SHIPLEY CAP BEING THE POINT OF BEGINNING; THENCE N07°30'20"W A DISTANCE OF 25.00 FEET; THENCE S48°52'58"E A DISTANCE OF 22.74 FEET; THENCE S07°30'20"E A DISTANCE OF 10.00 FEET; THENCE S88°48'58"W A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT EASEMENT CONTAINS AN AREA OF 287.4 SQUARE FEET OR 0.00388 ACRES MORE OR LESS.



1 inch = 30 ft.

SCHEMMER

Design with Purpose. Build with Confidence.

DRAWN DSD

CHECKED ABW

DATE 1/24/2022

BOOK # _____

JOB # _____



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

TO : Honorable Mayor and Council

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

DATE : May 24, 2022

SUBJECT : Discussion and consideration of adoption, including any possible amendment to, 1) awarding a bid and entering into a contract for the second round of Moving Midwest City Forward 2018 G.O. bond concrete street paving projects with Parathon Construction, for a total amount of \$780,457.00 and 2) authorizing the Mayor to sign and execute the contract documents.

On Tuesday May 10th, 2022 the City of Midwest City opened bids for the second round of Moving Midwest City Forward 2018 G.O. bond concrete street paving projects. Parathon Construction submitted the lowest and best price meeting specifications. Parathon Construction has completed the first phase of the concrete street paving projects.

Over the past phase, Parathon Construction has met the expectations of Public Works with their workmanship, communication, and availability to staff.

Entering into a second phase of the bond project is at the discretion of the council.



Patrick Menefee, P.E.,
City Engineer

Enc. Bid Tabulation Sheet

Letter of Recommendation

Street Rehabilitation Concrete Phase II Bid Tab

				Eng Estimate		Parathon Construction		Arroyos Concrete		
Item Description	Description	Unit	Est Qty	Unit Price	Est	Unit Price	Est	Unit Price	Est	
1	202(A)	1301 Unclassified Excavation	CY	56	\$ 75.00	\$ 4,200.00	\$ 20.00	\$ 1,120.00	\$ 10.00	\$ 560.00
2	202(D)	184 Unclassified Borrow	CY	28	\$ 55.00	\$ 1,540.00	\$ 50.00	\$ 1,400.00	\$ 10.00	\$ 280.00
3	303(A)	2100 Aggregate Base, Type "A"	CY	1341	\$ 42.16	\$ 56,515.48	\$ 30.00	\$ 40,215.00	\$ 62.00	\$ 83,111.00
4	414(B)	5725 6" P.C.C. Pavt.	SY	5174	\$ 75.00	\$ 208,950.00	\$ 55.00	\$ 284,570.00	\$ 60.00	\$ 167,160.00
5	ADDENDUM	6" Dowel Jointed P.C.C. Pavt.	SY	2786	\$ 70.00	\$ 362,180.00	\$ 63.00	\$ 175,518.00	\$ 65.00	\$ 336,310.00
6	414(B)	5725 8" Dowel Jointed P.C.C. Pavt.	SY	138	\$ 120.00	\$ 16,560.00	\$ 65.00	\$ 8,970.00	\$ 74.00	\$ 10,212.00
7	511(A)	332 Reinforcing Steel (Grade 60)	LB	700	\$ 2.00	\$ 1,400.00	\$ 1.25	\$ 875.00	\$ 2.50	\$ 1,750.00
8	609(A)	300 Conc. Curb (6" Barrier-Integral)	LF	5511	\$ 20.00	\$ 110,220.00	\$ 9.00	\$ 49,599.00	\$ 13.00	\$ 71,643.00
9	610(A)	602 4" Concrete Sidewalk RAMP	SY	7	\$ 990.00	\$ 6,930.00	\$ 900.00	\$ 6,300.00	\$ 250.00	\$ 1,750.00
10	610(A)	602 4" Concrete Sidewalk	SY	138	\$ 44.94	\$ 6,201.72	\$ 50.00	\$ 6,900.00	\$ 50.00	\$ 6,900.00
11	610(A)	602 6" Concrete Sidewalk	SY	28	\$ 53.40	\$ 1,495.20	\$ 55.00	\$ 1,540.00	\$ 55.00	\$ 1,540.00
12	610(A)	Concrete Channel Liner (3500 PSI)	SY	28	\$ 95.00	\$ 2,660.00	\$ 50.00	\$ 1,400.00	\$ 50.00	\$ 1,400.00
13	610(B)	604 6" Concrete Driveway	SY	310	\$ 59.82	\$ 18,544.20	\$ 60.00	\$ 18,600.00	\$ 60.00	\$ 18,600.00
14	610(I)	4610 Tactile Warning Device-New	SF	69	\$ 24.43	\$ 1,685.67	\$ 30.00	\$ 2,070.00	\$ 25.00	\$ 1,725.00
15	612(A)	641 Manholes Adjust to Grade	EA	7	\$ 775.62	\$ 5,429.34	\$ 375.00	\$ 2,625.00	\$ 550.00	\$ 3,850.00
16	612(E)	647 Valve Boxes Adjust to Grade	EA	14	\$ 372.70	\$ 5,217.80	\$ 150.00	\$ 2,100.00	\$ 200.00	\$ 2,800.00
17	612(F)	648 Meter Boxes Adjust to Grade	EA	11	\$ 647.48	\$ 7,122.28	\$ 150.00	\$ 1,650.00	\$ 200.00	\$ 2,200.00
18	619(B)	4726 Removal of Curb and Gutter	LF	5511	\$ 12.00	\$ 66,132.00	\$ 6.00	\$ 33,066.00	\$ 10.00	\$ 55,110.00
19	619(B)	4727 Removal of Concrete Pavement	SY	5572	\$ 10.00	\$ 55,720.00	\$ 9.00	\$ 50,148.00	\$ 10.00	\$ 55,720.00
20	619(B)	4763 Asph Overlay	SY	2388	\$ 5.75	\$ 13,731.00	\$ 9.00	\$ 21,492.00	\$ 10.00	\$ 23,880.00
21	619(B)	4766 Removal of Paved Driveway	SY	310	\$ 13.07	\$ 4,051.70	\$ 9.00	\$ 2,790.00	\$ 10.00	\$ 3,100.00
22	619(B)	4792 Removal of Sidewalk	SY	138	\$ 9.66	\$ 1,333.08	\$ 9.00	\$ 1,242.00	\$ 10.00	\$ 1,380.00
23	619(B)	5881 Removal of Concrete Ditch Liner	LF	28	\$ 9.98	\$ 279.44	\$ 9.00	\$ 252.00	\$ 10.00	\$ 280.00
24	880(J)	8905 of 2) Construction Traffic Control (1 lane	EA	30	\$ 555.00	\$ 16,650.00	\$ 2,200.00	\$ 66,000.00	\$ 840.00	\$ 25,200.00
				Total	\$ 986,635.41		\$ 780,457.00		\$ 864,552.00	

Street Rehabilitation Concrete Phase II Bid Tab

				EMC Services LLC		MTZ Construction Co.		Rudy Construction Co.		SAC Services Inc	
Item Description	Description	Unit	Est Qty	Unit Price	Est	Unit Price	Est	Unit Price	Est	Unit Price	Est
202(A)	1301 Unclassified Excavation	CY	56	\$ 12.00	\$ 672.00	\$ 12.00	\$ 672.00	\$ 10.00	\$ 560.00	\$ 13.00	\$ 728.00
202(D)	184 Unclassified Borrow	CY	28	\$ 25.00	\$ 700.00	\$ 25.00	\$ 700.00	\$ 30.00	\$ 840.00	\$ 23.00	\$ 644.00
303(A)	2100 Aggregate Base, Type "A"	CY	1341	\$ 56.00	\$ 75,068.00	\$ 70.00	\$ 93,835.00	\$ 66.00	\$ 88,473.00	\$ 62.00	\$ 83,111.00
414(B)	5725 6" P.C.C. Pavt.	SY	5174	\$ 58.00	\$ 161,588.00	\$ 65.00	\$ 181,090.00	\$ 66.00	\$ 183,876.00	\$ 76.00	\$ 211,736.00
ADDENDUM	6" Dowel Jointed P.C.C. Pavt.	SY	2786	\$ 61.00	\$ 315,614.00	\$ 70.00	\$ 362,180.00	\$ 72.00	\$ 372,528.00	\$ 76.00	\$ 393,224.00
414(B)	5725 8" Dowel Jointed P.C.C. Pavt.	SY	138	\$ 65.00	\$ 8,970.00	\$ 80.00	\$ 11,040.00	\$ 100.00	\$ 13,800.00	\$ 82.00	\$ 11,316.00
511(A)	332 Reinforcing Steel (Grade 60)	LB	700	\$ 2.00	\$ 1,400.00	\$ 2.50	\$ 1,750.00	\$ 3.00	\$ 2,100.00	\$ 2.00	\$ 1,400.00
609(A)	300 Conc. Curb (6" Barrier-Integral)	LF	5511	\$ 11.00	\$ 60,621.00	\$ 25.00	\$ 137,775.00	\$ 8.50	\$ 46,843.50	\$ 28.00	\$ 154,308.00
610(A)	602 4" Concrete Sidewalk RAMP	SY	7	\$ 650.00	\$ 4,550.00	\$ 1,000.00	\$ 7,000.00	\$ 790.00	\$ 5,530.00	\$ 750.00	\$ 5,250.00
610(A)	602 4" Concrete Sidewalk	SY	138	\$ 48.00	\$ 6,624.00	\$ 55.00	\$ 7,590.00	\$ 55.00	\$ 7,590.00	\$ 63.00	\$ 8,694.00
610(A)	602 6" Concrete Sidewalk	SY	28	\$ 53.00	\$ 1,484.00	\$ 57.00	\$ 1,596.00	\$ 75.00	\$ 2,100.00	\$ 70.00	\$ 1,960.00
610(A)	Concrete Channel Liner (3500 PSI)	SY	28	\$ 60.00	\$ 1,680.00	\$ 85.00	\$ 2,380.00	\$ 175.00	\$ 4,900.00	\$ 120.00	\$ 3,360.00
610(B)	604 6" Concrete Driveway	SY	310	\$ 62.00	\$ 19,220.00	\$ 65.00	\$ 20,150.00	\$ 78.00	\$ 24,180.00	\$ 75.00	\$ 23,250.00
610(I)	4610 Tactile Warning Device-New	SF	69	\$ 30.00	\$ 2,070.00	\$ 30.00	\$ 2,070.00	\$ 35.00	\$ 2,415.00	\$ 32.00	\$ 2,208.00
612(A)	641 Manholes Adjust to Grade	EA	7	\$ 350.00	\$ 2,450.00	\$ 750.00	\$ 5,250.00	\$ 600.00	\$ 4,200.00	\$ 350.00	\$ 2,450.00
612(E)	647 Valve Boxes Adjust to Grade	EA	14	\$ 160.00	\$ 2,240.00	\$ 350.00	\$ 4,900.00	\$ 175.00	\$ 2,450.00	\$ 250.00	\$ 3,500.00
612(F)	648 Meter Boxes Adjust to Grade	EA	11	\$ 180.00	\$ 1,980.00	\$ 500.00	\$ 5,500.00	\$ 175.00	\$ 1,925.00	\$ 250.00	\$ 2,750.00
619(B)	4726 Removal of Curb and Gutter	LF	5511	\$ 7.00	\$ 38,577.00	\$ 7.00	\$ 38,577.00	\$ 8.00	\$ 44,088.00	\$ 8.00	\$ 44,088.00
619(B)	4727 Removal of Concrete Pavement	SY	5572	\$ 9.00	\$ 50,148.00	\$ 10.00	\$ 55,720.00	\$ 10.00	\$ 55,720.00	\$ 10.00	\$ 55,720.00
619(B)	4763 Asph Overlay	SY	2388	\$ 9.00	\$ 21,492.00	\$ 10.00	\$ 23,880.00	\$ 10.00	\$ 23,880.00	\$ 10.00	\$ 23,880.00
619(B)	4766 Removal of Paved Driveway	SY	310	\$ 10.00	\$ 3,100.00	\$ 10.00	\$ 3,100.00	\$ 10.00	\$ 3,100.00	\$ 10.00	\$ 3,100.00
619(B)	4792 Removal of Sidewalk	SY	138	\$ 10.00	\$ 1,380.00	\$ 10.00	\$ 1,380.00	\$ 10.00	\$ 1,380.00	\$ 10.00	\$ 1,380.00
619(B)	5881 Removal of Concrete Ditch Liner	LF	28	\$ 12.00	\$ 336.00	\$ 15.00	\$ 420.00	\$ 15.00	\$ 420.00	\$ 12.00	\$ 336.00
880(J)	8905 Construction Traffic Control (1 lane of 2)	EA	30	\$ 1,700.00	\$ 51,000.00	\$ 1,550.00	\$ 46,500.00	\$ 500.00	\$ 15,000.00	\$ 1,200.00	\$ 36,000.00
				\$ 825,828.00		\$ 1,003,150.00		\$ 893,605.50		\$ 1,074,424.00	



May 11, 2022

Mr. Patrick Menefee, City Engineer
Public Works
City of Midwest City
8730 S.E. 15th Street
Midwest City, Oklahoma 73110

RE: RECOMMENDATION OF AWARD
Street Rehabilitation Concrete Phase 2,
2018 Bond Issue

Dear Mr. Menefee:

Bids were received on **May 10, 2022** for the above referenced project. Following are the apparent bid results:

Engineer's Estimate	\$986,635.41
CONTRACTOR	BID
Parathon Construction	\$780,457.00
EMC Services LLC	\$825,828.00
Arroyo's Concrete LLC	\$864,552.00
Rudy Construction	\$893,603.50
MTZ Construction	\$1,003,150.00
SAC Services, Inc.	\$1,074,424.00

Based on these bid results, and if all required documentation were received, award of a contract is recommended for the above referenced project in the following amount to the lowest responsible bidder, **Parathon Construction:**

TOTAL AWARD AMOUNT.....\$780,457.00

Please place this item on the next available council agenda for consideration. Should you have any questions or comments, please contact our office.

Sincerely,

Smith Roberts Baldischwiler, LLC

Craig H. Wallace
Project Manager

c: File #115726



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 City Council
From: Vaughn K. Sullivan, Assistant City Manager
Date: May 24, 2022

Subject: Discussion and consideration for adoption, including any amendments, for appointing Chris Cooney to the Parkland Review Committee for a 3 year term.

The Parks and Recreation Board met on March 21, 2022 for their monthly meeting. Chris Chooney was nominated and approved at that meeting to serve on the Committee. His term will end on July 25, 2023.

The Parkland Review Committee meets on an as needed basis and members serve 3-year terms.

The current members are listed below.

Assistant City Manager

Aaron Bud (W2) Term expires - 05/27/23

David Clampitt (W2) Term expires – 05/27/23

Kim Templman (W3) Term expires – 02/25/25

Sandra Burkey (W4) Term expires – 04/22/25

Taiseka Adams (W5) Term expires – 10/22/24

John Manning (W6) Term expires – 01/10/23

Vaughn K. Sullivan
Assistant City Manager

Notice of the Midwest City Park and Recreation Board meeting was filed with the Midwest City Clerk, and a copy of the agenda for the meeting was posted in the lobby of City Hall at least 24 hours in advance of the meeting.

MINUTES OF MIDWEST CITY PARKS AND RECREATION BOARD

March 21, 2022, 5:00 p.m.

Midwest City

The meeting of the Midwest City Parks and Recreation Board was held at the Community Center Midwest City, County of Oklahoma, on March 21, 2022, at 5:00 p.m., with the following members present:

David Clampitt	Chris Cooney
John Manning	Aaron Budd
Taiseka Adams	

Members absent: Kim Templeman

Staff present: Andrea Oldham
Vaughn Sullivan

The meeting was called to order: Motion to approve the minutes of the November 11, 2021, meeting by John Manning, second by Chris Cooney. Aye: David Clampitt and Aaron Budd. Motion approved.

OLD AND TABLED MATTERS

1. Update on Project and Events: Final walkthrough for the Multi Athletic Complex is scheduled for Thursday, March 24, 2022. Naming of the complex will be sent to council for approval on March 22, 2022.
2. Reed Complex is almost completed and will be ready for a final walkthrough soon. The fields are completed, however, there is still work being done to the concession.
3. Golf course is progressing nicely and looks great. Expected opening is currently scheduled for late June.
4. Mid-America Park contract approval is scheduled to go to city council March, 22, 2022. It is currently behind schedule for the expected summer or end of fall opening.
5. Renovation has begun at Doug Hunt Softball Complex
6. Regional tennis courts have received markings for pickleball lines. Tape has also been added to the floor in the Grand Room at the Senior Center for indoor pickleball. We are currently looking for grants to do more with pickleball. Cost to convert Lion's Skate Park to four courts will cost approximately \$50,000.

NEW MATTERS

1. Pool pricing and wages: Pool memo pricing structure was presented. Discussion of raising rates of admission for the purpose of raising hourly wages. Motion to approve pool memo pricing structure by John Manning, seconded by Aaron Budd.
2. Discussion of adding a "family pass" for admission to Reno Swim & Slide. If approved, add \$25.00 per person. Early Bird Family Pass would be offered to a family of four. A continued motion for retention, for additional research needed to efficiently manage family passes, approved by John Manning, seconded by Aaron Budd.
3. Nomination of Park & Recreation Board member to join Parkland Review Committee: David Clampitt made a motion to appoint Chris Cooney to Parkland Review Committee. Motion approved by John Manning, seconded by Taiseka Adams.

4. Approval for sports complexes rules and fees: Page 12 bullet 5, remove the word “fan”. Add “No firearms allowed”, city and state laws still apply. Motion to adopt sports complex rules and fees memo with amendments to “no firearms” and city ordinances made by John Manning, seconded by Chris Cooney.

PUBLIC DISCUSSION

ANNOUNCEMENTS

ADDITIONAL INFORMATION

Motion to adjourn by David Clampitt, second by Taiseka Adams. Aye: John Manning, Kim Templeman and Aaron Budd. Motion approved.

Next scheduled meeting is April 18, 2022 at 5:00 p.m. at the Midwest City Community Center.

Chairperson



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: May 24, 2022

Subject: Discussion and consideration, including any possible amendment, of declaring 11 golf carts from the Hidden Creek Family Golf Course on the attached list as surplus and authorizing their disposal by public auction, trade in, sealed bid, or destruction if necessary.

Staff recommends approval.

Vaughn K. Sullivan
Assistant City Manager

5/4/2022

Hidden Creek Family Course 3210 Belair Drive			
Cart #	Year	ID#	Type
402	2015	3093474	surplus
405	2015	3093477	surplus
406	2015	3093478	surplus
407	2015	3093479	surplus
408	2015	3093480	surplus
409	2015	3093481	surplus
410	2015	3093482	surplus
413	2015	3093485	surplus
205	2012	2826439	surplus
706	2017	3300651	surplus
715	2017	3300639	surplus



Economic Development Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office: (405) 739-1218

rcoleman@MidwestCityOK.org

www.midwestcityok.org

MEMORANDUM

To: Honorable Mayor and Midwest City Council

From: Robert Coleman, Director of Economic Development

Date: May 24, 2022

Subject: Discussion and consideration to declare approximately 24.03 acres (M.O.L.) located in the Northwest Quarter of Section Twenty-Two (22), Township Twelve (12) North, Range Two (2) West as surplus; and transferring the property to the Economic Development Authority via Quit Claim Deed.

We have a prospect interest in purchasing \pm 24.03 acres on the far north side of town for a potential industrial development. This land was part of a 142-acre purchase in September 1987 from the Quillin family.

Approving the item will allow the Economic Development Authority to enter into agreements for real estate and development assistance in an effort to create over \$20 Million in new development that will bring 90 or more jobs to the north side of the community.

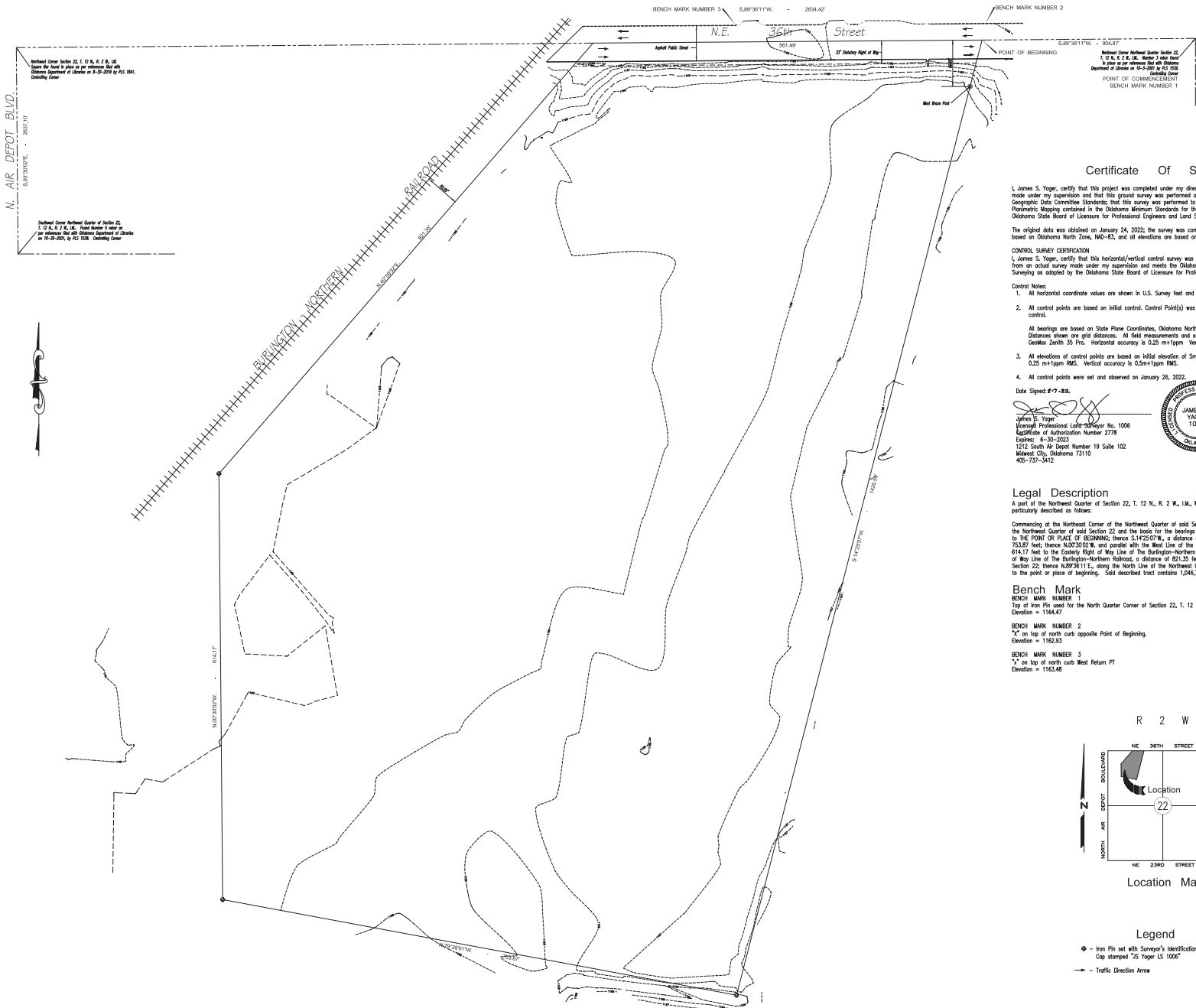
Please contact my office at (405) 739-1218 or e-mail any question.

Respectfully,

Robert Coleman
Director of Economic Development

Attachments: Survey
Deed for Parent Tract (1987)
Quit Claim Deed

TOPOGRAPHIC SURVEY
A part of the Northwest Quarter of Section 22, T. 12 N., R. 2 W., I.M.
Midwest City, Oklahoma County, Oklahoma



Certificate Of Survey

I, James S. Yager, certify that this project was completed under my direct and responsible charge from an actual survey made under my supervision and that this ground survey was performed to meet the 95 percent confidence level to meet Federal Geographic Data Committee Standards; that this survey was performed to meet the Specifications for Topographic and Planimetric Mapping contained in 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.

The original data was obtained on January 24, 2022; the survey was completed on January 26, 2022; all coordinates are based on Oklahoma North Zone, NAD-83, and all elevations are based on NAVD-88 datum.

CONTROL SURVEY CERTIFICATION
I, James S. Yager, certify that this horizontal/vertical control survey was completed under my direct and responsible charge from an actual survey made under my supervision and meets 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.

Control Notes:
1. All horizontal coordinate values are shown in U.S. Survey feet and all vertical elevation values are shown in feet.

2. All control points are based on initial control. Control Point(s) was (were) used as the basis of horizontal and vertical control.

All bearings are based on State Plane Coordinates, Oklahoma North Zone, NAD-83, established by SmartNet Network. Distances shown are grid distances. All field measurements and angles applied to control points were made with a GeoMark Zenith 35 Pts. Horizontal accuracy is 0.25 m+1ppm. Vertical accuracy is 0.5m+1ppm RMS.

3. All elevations of control points are based on initial elevation of Smartnet network in NW-88. Horizontal accuracy is 0.25 m+1ppm RMS. Vertical accuracy is 0.5m+1ppm RMS.

4. All control points were set and observed on January 26, 2022.

Date Signed: 2-7-22.

James S. Yager
Licensed Professional Land Surveyor No. 1006
Expiration of Authorization Number 2778
Expires: 6-30-2023
1212 South Air Depot Number 19 Suite 102
Midwest City, Oklahoma 73110
405-737-3472



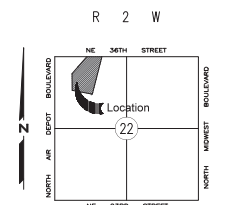
Legal Description

A part of the Northwest Quarter of Section 22, T. 12 N., R. 2 W., I.M., Midwest City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 22, thence S.89°56'11"W., along the North Line of the Northwest Quarter of said Section 22 and the basis for the bearings in the following description, a distance of 504.87 feet to the POINT OR PLACE OF BEGINNING; thence S.14°25'07"W., a distance of 1420.55 feet; thence N.79°28'01"W., a distance of 753.87 feet; thence N.02°20'32"W. and parallel with the West Line of the Northwest Quarter of said Section 22, a distance of 614.17 feet to the Eastern Right of Way Line of the Burlington-Northern Railroad; thence N.42°59'32"E., along the Eastern Right of Way Line of the Burlington-Northern Railroad, a distance of 821.35 feet to the North Line of the Northwest Quarter of said Section 22; thence N.82°20'11"E., along the North Line of the Northwest Quarter of said Section 22, a distance of 361.69 feet to the point or place of beginning. Said described tract contains 1,046,752.582 Square Feet or 24.030 Acres, more or less.

Bench Mark

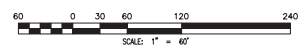
- BENCH MARK NUMBER 1**
Top of iron pin used for the North Quarter Corner of Section 22, T. 12 N., R. 2 W., I.M.
Elevation = 1164.47
- BENCH MARK NUMBER 2**
"x" on top of north curb opposite Point of Beginning.
Elevation = 1162.83
- BENCH MARK NUMBER 3**
"x" on top of north curb West Return PT
Elevation = 1163.48



Location Map

Legend

- - Iron Pin set with Surveyor's Identification
Cap stamped "S Yager LS 1006"
- - Traffic Direction Arrow



Survey and Plot by
James S. Yager
Licensed Professional Land Surveyor
Certificate of Authorization Number 2778 Expires: 6/30/2023
1212 South Air Depot Number 19 Suite 102
Midwest City, Oklahoma 73110 Telephone: 405-737-3472 Fax: 405-737-4915
File Name: C:\SURVEYS\NE 36 AIR DEPOT CITY\TOPO.DWG
Date of Survey: 26 January 2022
Date of Revision:
Page 1 of 1

WHEN RECORDED MAIL TO:

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

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That the City of Midwest City, a municipal corporation, party of the first part, in consideration of the sum of Ten and no/100 Dollars, and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby quitclaim, grant, bargain, sell and convey unto the Midwest City Economic Development Authority, a public trust, party of the second part, all its right, title, interest, estate and every claim and demand, both at law and in equity, in and to that property described as follows, to-wit:

See attached Exhibit "A",

in Oklahoma County, State of Oklahoma, subject to easements, rights of way and restrictions of record and less and except all oil, gas and other minerals and all rights incident thereto, previously conveyed of record, if any, together with all and singular the hereditaments and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the above described premises unto the said party of the second part, its successors and assigns forever, so that neither the grantor, the said party of the first part, nor any person in their name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they and everyone of them shall by these presents be excluded and forever barred.

(Exempt from Documentary Stamp Tax pursuant to Title 68 O.S. Section 3202(11))

Signed and delivered this _____ day of _____, 2022.

CITY OF MIDWEST CITY, a municipal corporation

By: _____
MATTHEW D. DUKES, II, Mayor

ACKNOWLEDGMENT

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } SS:

Before me, the undersigned, a Notary Public in and for said County and State on this ____ day of _____, 2022, personally appeared Matthew D. Dukes, II, as Mayor of the City Midwest City, a municipal corporation, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such public trust for the uses and purposes therein set forth.

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

NOTARY PUBLIC (SEAL)

EXHIBIT "A"

A part of the Northwest Quarter of Section 22, T. 12 N., R. 2 W., I.M., Midwest City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 22, thence S.89°36'11"W., along the North Line of the Northwest Quarter of said Section 22 and the basis for the bearings in the following description, a distance of 904.87 feet to THE POINT OR PLACE OF BEGINNING; thence S.14°25'07"W., a distance of 1420.55 feet; thence N.79°28'01"W., a distance of 753.87 feet; thence N.00°30'02"W. and parallel with the West Line of the Northwest Quarter of said Section 22, a distance of 614.17 feet to the Easterly Right of Way Line of The Burlington-Northern Railroad; thence N.40°59'32"E., along the Easterly Right of Way Line of The Burlington-Northern Railroad, a distance of 821.35 feet to the North Line of the Northwest Quarter of said Section 22; thence N.89°36'11"E., along the North Line of the Northwest Quarter of said Section 22, a distance of 561.49 feet to the point or place of beginning. Said described tract contains 1,046,752.582 Square Feet or 24.030 Acres, more or less.

(ORDER BY NUMBER)

QUIT CLAIM DEED

INDIVIDUAL FORM

THIS INDENTURE, Made this 24th day of September, A. D. 1987

between THOMAS K. WILLIAMS AND ANNA B. WILLIAMS - TRUSTEES OF QUILLIN TRUST,

parties of the first part, and CITY OF MIDWEST CITY

party of the second part.

Witnesseth, that said part ies of the first part, in consideration of the sum of TEN AND MORE DOLLARS

to them in hand paid, the receipt of which is hereby acknowledged, do hereby quitclaim, grant, bargain, sell and convey unto the said part y of the second part all their right, title, interest, estate, and every claim and demand, both at law and in equity, in and to all the following described property situate in Oklahoma County, State of Oklahoma, to-wit:

See attached descriptions

together with all and singular the hereditaments and appurtenances thereunto belonging.

To Have and to Hold the above described premises unto the said City of Midwest City

its heirs and assigns forever, so that neither Trustees, the said Thomas K. Williams and Anna B. Williams

nor any person in their name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they and everyone of them shall by these presents be excluded and forever barred.

In Witness Whereof, the said part ies of the first part have hereunto set their hand s the day and year first above written.

NAME JOHN VINCENT
ADDRESS THE ATTORNEYS
P.O. BOX 10510
OKLAHOMA CITY, OK.

Thomas K. Williams
THOMAS K. WILLIAMS
Anna B. Williams
ANNA B. WILLIAMS

STATE OF OKLAHOMA }
COUNTY OF Oklahoma } SS:

INDIVIDUAL ACKNOWLEDGMENT
Oklahoma Form

Before me, the undersigned, a Notary Public in and for said County and State on this 24th day of September, 1987, personally appeared Thomas K. Williams and Anna B. Williams

to me known to be the identical person s who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written in my commission expires Nov. 19-88

[Signature]
Notary Public.

This Space Reserved for Filing Stamp

BOOK 5685 PAGE 1576

REC NUMBER 00121650

TIME 02:55 PM

FEE 10.00

DATE SEP 29 1987

JERRY BEWOODY

OKLAHOMA COUNTY CLERK

RECORDED AND FILED

All of the Northwest quarter (NW 1/4) of Section Twenty-two (22) Township twelve North (12N), Range two West (2W) of the I.M., lying South and East of the Burlington-Northern Railroad right-of-way, less and except a tract in the Northeast corner of said quarter section containing 14.4073 acres heretofore conveyed to Midwest City, Oklahoma, a municipal corporation, by warranty deed recorded in Book 2035 at Page 164 of the records of Oklahoma County and less and except all oil, gas, and other minerals and right-of-way easements of record, said tract containing 125.60 acres, more or less,

and

All of the North one-half (N 1/2) of the Southwest quarter (SW 1/4) of Section Twenty-Two (22) Township Twelve North (12N) Range Two West (2W) of the I.M., less all oil, gas and other minerals and right-of-way easements of record, said tract containing 79 acres, more or less,

and

A part of the Northeast Quarter (NE/4) of Section Twenty-One (21), Township Twelve North (12N), Range Two West (2W) of the Indian Meridian, in Oklahoma County, Oklahoma, and said part being more particularly described as follows: Beginning at a point located South 0°06'52" East a distance of 1321.74 feet from the Northeast corner of said Northeast Quarter of Section 21; thence from said POINT OF BEGINNING continuing South 0°06'52" East a distance of 895.00 feet; thence North 83°46'04" West a distance of 400.00 feet; thence North 41°32'10" West a distance of 265.00 feet; thence Northeasterly along the arc of a curve to the left, whose central angle is 0°52'21" and whose radius is 12,612.71 feet, for a distance of 192.09 feet; thence North 41°16'58" East a distance of 675.91 feet to the point or place of beginning, less all oil, gas and other minerals and right of way easements of record, containing 6.7154 acres more or less.

By acceptance of this conveyance Grantee agrees to comply with applicable laws and regulations relating to Archeological Site OK-11.



DISCUSSION ITEMS





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

CURRENT PLANNING DIVISION
Michael Pugh, Associate Current Planner
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner

Billy Harless, Community Development Director

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: May 24th, 2022

Subject: (PC-2110) Public hearing with discussion and consideration of an ordinance, including any amendment, to redistrict from C-1, Restricted Commercial District, to R-6, Single Family Detached Residential District, for the property described as Block 1, Lot 1 of the Harr Julian Replat, addressed as 403 W Fairchild Drive.

Executive Summary: This is a request to rezone the property from C-1, Restricted Commercial District, to R-6, Single Family Detached Residential District. The applicant, Mr. Ben Fox, is attempting to sell the house that has existed on the property since 1960. As of 1985, the property was zoned C-1, Restricted Commercial. The sale fell through because the house could not be rebuilt if it were to burn down, per city ordinance regarding non-conforming uses. Mr. Fox wishes to zone the property to match its current existing use. No variances are being requested. Any future construction would be required to meet the minimum requirements of the Zoning Ordinance for the R-6, Single Family Detached Residential zoning district. Planning Commission heard this application at the May 3rd meeting and recommends approval of this application. Action is at the discretion of the Planning Commission and City Council.

Dates of Hearing: Planning Commission – May 3rd, 2022
City Council – May 24th, 2022

Applicant: Ben Fox, Handspring Properties LLC

Owner: Ben Fox

Proposed Use: One single family residential home

Size:

The area of request has a frontage of approximately 75 feet along West Fairchild and a depth of approximately 128 feet containing an area of approximately .22 acres or 9,600 square feet, more or less.



Development Proposed by Comprehensive Plan:

Area of Request – Low Density Residential (LDR)

South and West – Low Density Residential (LDR)

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

North — Office Retail (OR) and High Density Residential (HDR)

Zoning Districts:

Area of Request – C-1, Restricted Commercial

South and West – R-6, Single Family Detached Residential

East – C-3, Community Commercial, MIX, Mixed Use Overlay District & R-6, Single Family Residential

North – C-3, Community Commercial

Land Use:

Area of Request – Single family home

South & West – Single family residential homes

North – Cici’s Pizza, Autumn House Retirement Homes, and Aamco Transmissions

East – Tropical Smoothie Café, Schlotzsky’s, and single family homes

Municipal Code Citation:

2.7. R-6, Single-Family Detached Residential District

2.7.1 General Description

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

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

History:

1. No record can be found of when parcel was zoned from residential use to C-1, Restricted Commercial.
2. The 2010 Zoning Map identified this parcel as C-1, Restricted Commercial.

Staff Comments:

Engineer’s report:

No infrastructure improvements required for this application.

Fire Marshal’s report:

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

Plan Review Comments:

This is an application to rezone the parcel located at 403 W Fairchild Dr. from C-1, Restricted Commercial District, to R-6, Single Family Detached Residential District. The applicant plans to leave the existing structure and use it as a single family detached

5/3/2022

residence and sell it to another party. The house has been present on the property since 1960.

Staff sent notices out to all property owners within 300 feet of the area of request. As of this writing, staff has received no calls or letters of protest.

Action is at the discretion of City Council.

Action Required:

Approve or reject the ordinance to redistrict to R-6, Single Family Detached Residential, for the property as noted herein, subject to staff comments as found in the May 3rd, 2022 agenda packet and made a part of PC-2110 file.

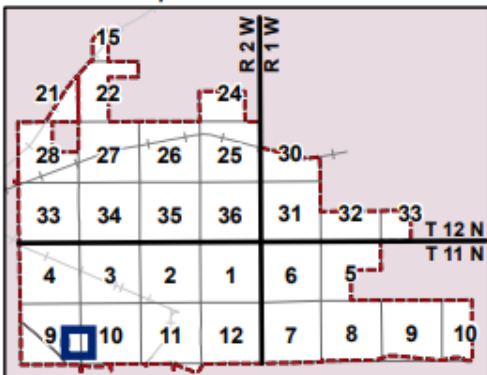
Billy Harless,
Community Development Director
MP



Community Development / Information Technology



Locator Map



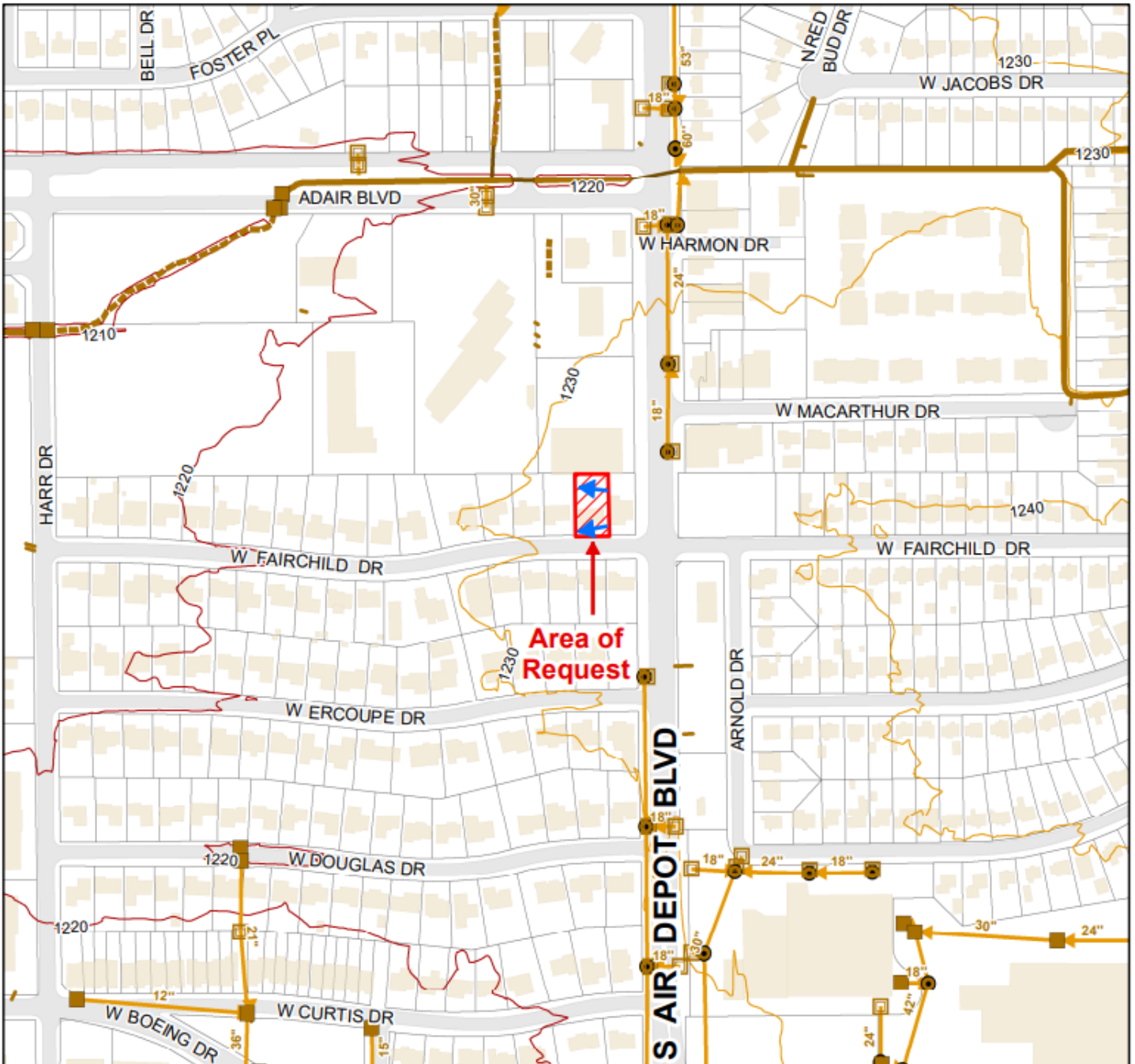
General Map Legend

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

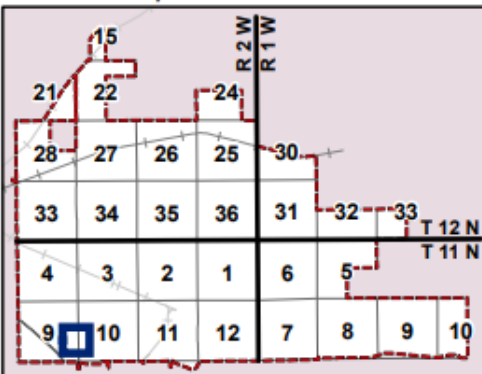
**GENERAL MAP FOR
PC-2110
(SE/4, Sec. 9, T11N, R2W)**



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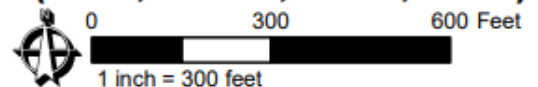
Locator Map



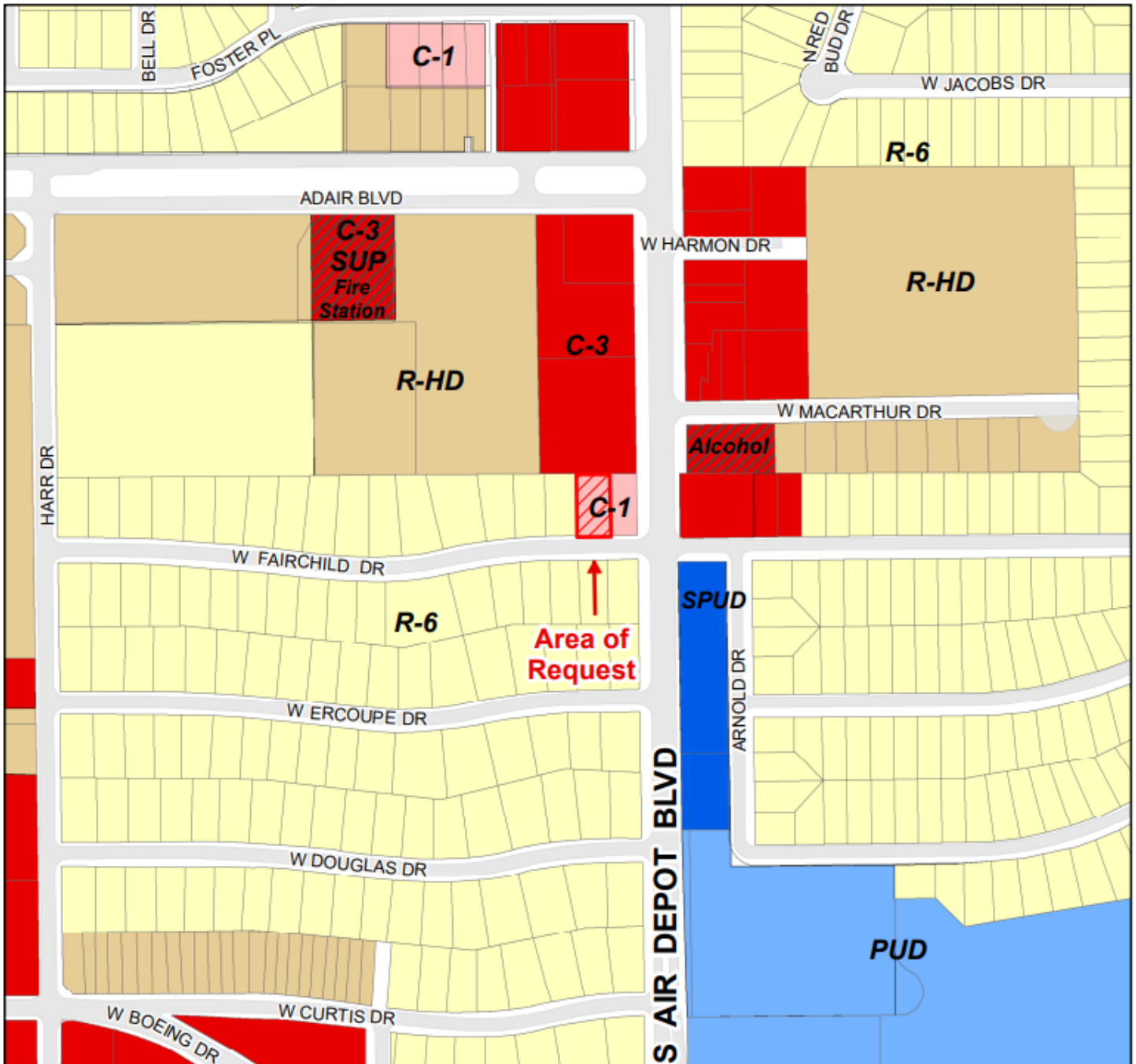
- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

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

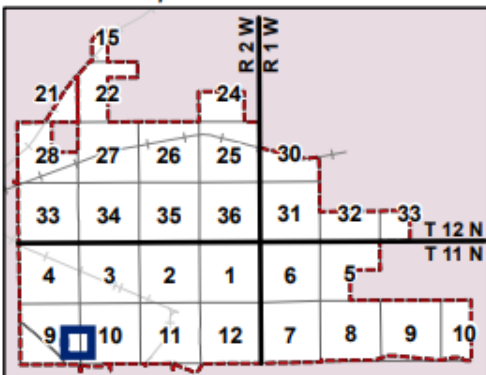
DRAINAGE LOCATION MAP FOR PC-2110 (SE/4, Sec. 9, T11N, R2W)



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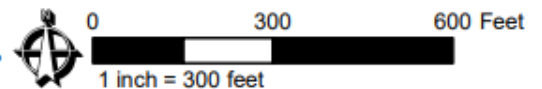
Locator Map



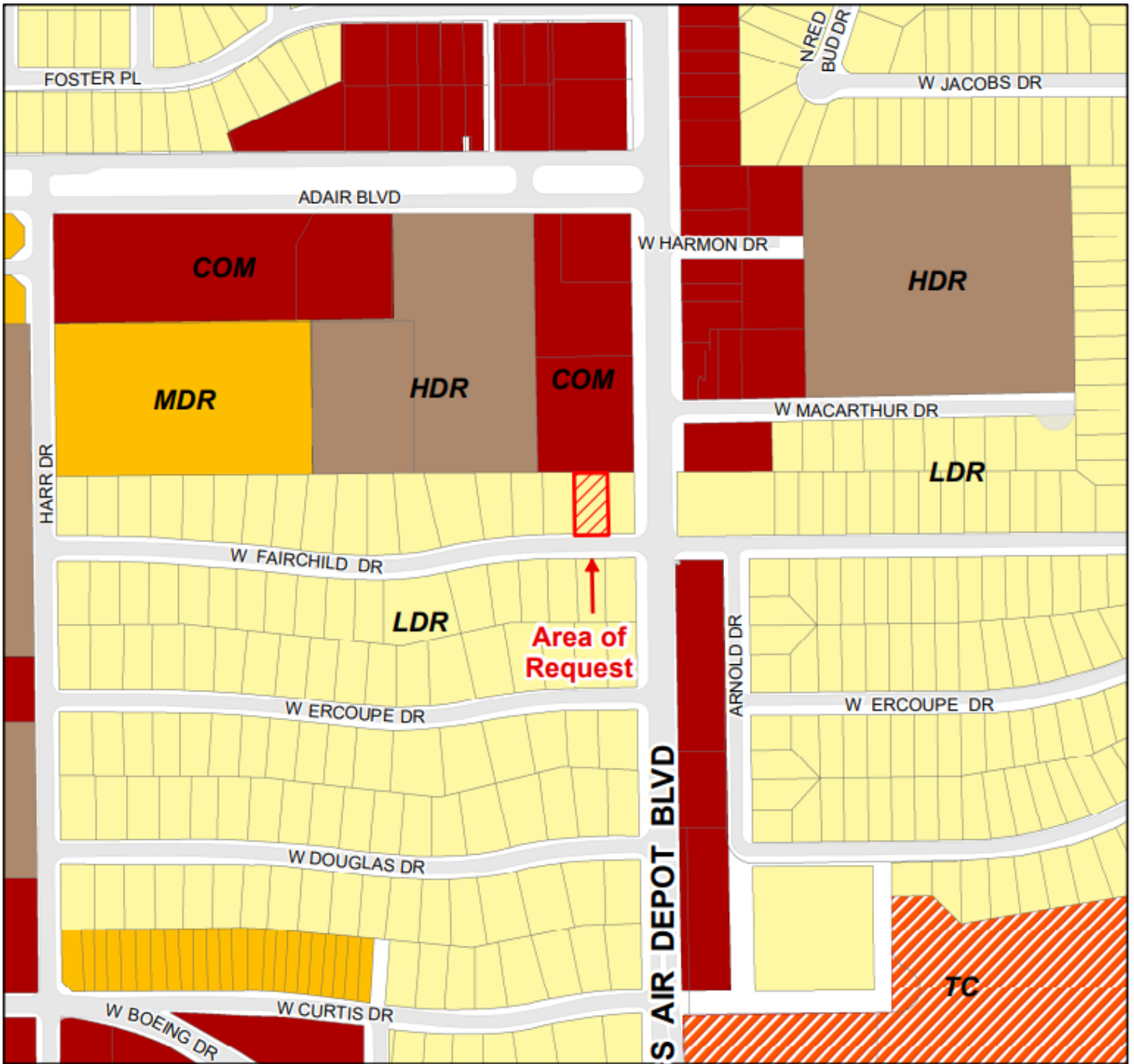
Current Zoning Legend

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

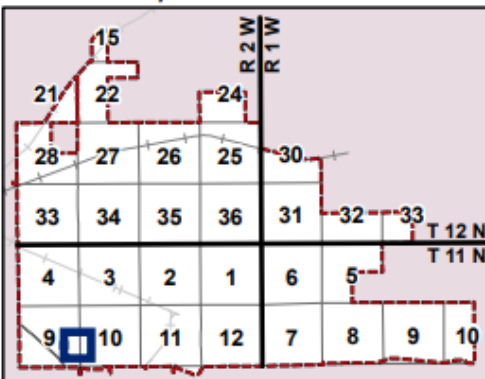
ZONING MAP FOR PC-2110 (SE/4, Sec. 9, T11N, R2W)



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Locator Map



Future Land Use Legend

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

FUTURE LAND USE MAP FOR PC-2110

(SE/4, Sec. 9, T11N, R2W)

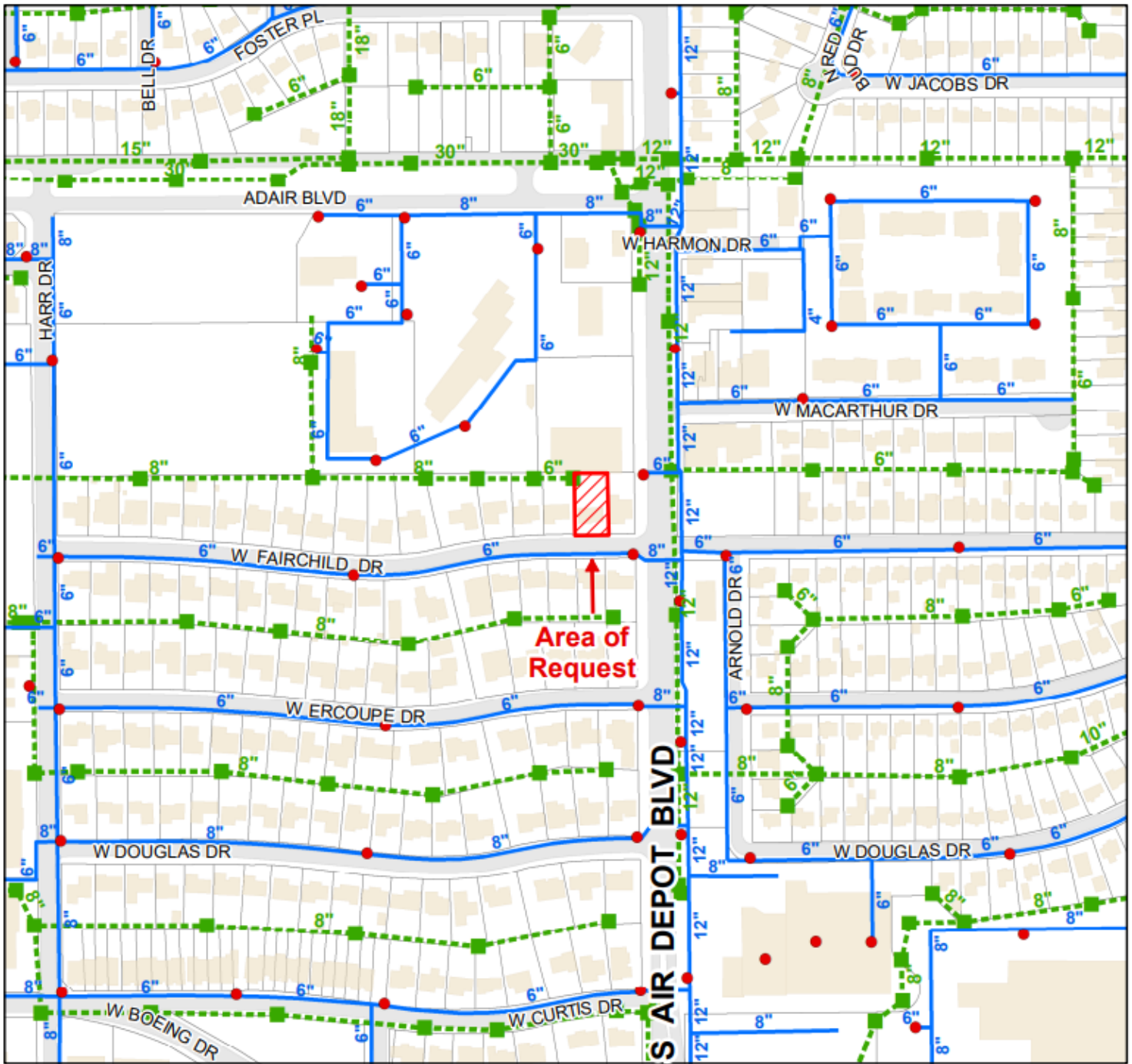


0 300 600 Feet

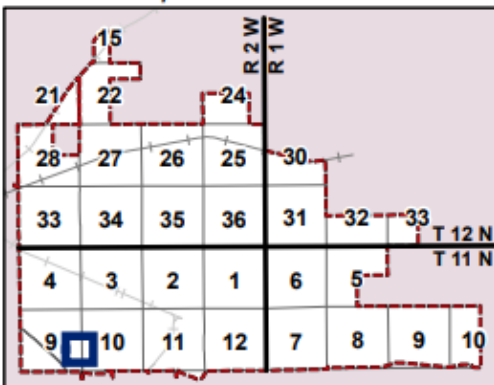


1 inch = 300 feet

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Locator Map



Water/Sewer Legend

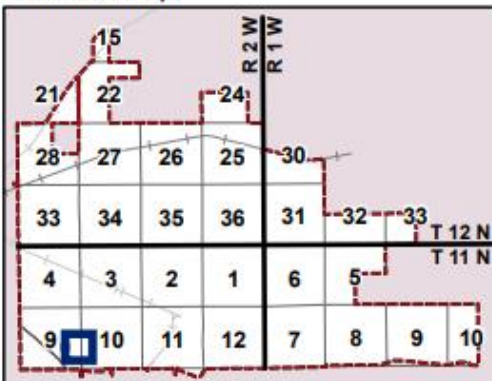
- Fire Hydrants
- Water Lines
 - Distribution
 - Well
 - - - OKC Cross Country
 - - - Sooner Utilities
 - - - Thunderbird
 - - - Unknown
- Sewer Manholes
- - - Sewer Lines

**WATER/SEWER LINE
LOCATION MAP FOR
PC-2110
(SE/4, Sec. 9, T11N, R2W)**

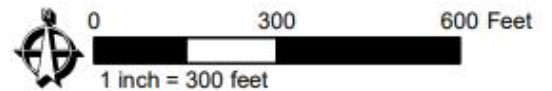
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Locator Map



**12/2021 NEARMAP AERIAL VIEW FOR
PC-2110
(SE/4, Sec. 9, T11N, R2W)**



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1 **PC-2110**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO SINGLE FAMILY DETACHED HOUSING**
5 **DISTRICT, AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DIS-**
6 **TRICT MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY'S ZON-**
7 **ING DISTRICT; AND PROVIDING FOR REPEALER AND SEVERABILITY**

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

9 **ORDINANCE**

10 **SECTION 1.** That the zoning district of the following described property is hereby reclassified
11 to R-6, Single Family Detached Residential District, subject to the conditions contained in the
12 PC-2110 file, and that the official Zoning District Map shall be amended to reflect the reclassifi-
13 cation of the property's zoning district as specified in this ordinance:

14 Block 1, Lot 1 of the Harr Julian Replat, addressed as 403 W Fairchild Drive.

15 **SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are here-
16 by repealed.

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

20 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
21 on the _____ day of _____, 2022.

22 THE CITY OF MIDWEST CITY, OKLA-
23 HOMA

24 _____
25 MATTHEW D. DUKES II, Mayor

26 ATTEST:

27 _____
28 SARA HANCOCK, City Clerk

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

30 _____
31 DONALD MAISCH, City Attorney

32
33
34
35
36



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

CURRENT PLANNING DIVISION
Michael Pugh, Associate Current Planner
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner

Billy Harless, Community Development Director

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: May 24th, 2022

Subject: (PC – 2111) Public hearing with discussion and consideration for adoption, including any possible amendment of a resolution for a Special Use Permit to allow the use of Automotive Sales & Rentals: Light in the C-3, Community Commercial, for the property described as a part of the NE/4 of Section 9, T-11-N, R-2-W, located at 2029 South Air Depot.

Executive Summary: The area of request is currently the site of a transmission shop. The applicant has requested a Special Use Permit for the additional use of *Automobile Sales and Rentals: Light*. The applicant would like to sell cars in addition to its current use as a transmission shop. Planning Commission recommended approval of this application at May 3rd meeting.

Dates of Hearings: Planning Commission – May 3rd, 2022
City Council – May 24th, 2022

Council Ward: 1st, Susan Eads

Owner: Camille Herndon
Gamble, Herndon Law Office

Applicant: Shaun Dierksen

Proposed Use: Automobile
Sales Lot

Size: The area of the request has a frontage of approximately 115' along South Air Depot Boulevard and a depth of approximately 267.5' containing an area of .73 acres, more or less.

Future Land Use Map:
Area of Request – OR, Office Retail
North and South – OR, Office Retail
East – OR, Office Retail &



LDR, Low Density Residential
West — COM, Commercial

Zoning Districts:

Area of Request – C-3, Community Commercial
North, West, and South – C-3, Community Commercial
East – MIX, Mixed Use Overlay District & R-6, Single Family Detached Residential

Land Use:

Area of Request – Transmission Shop
North – Office building, Rapid Service Center
East – Vacant lot, residential homes
South – Air Depot Animal Hospital, Hibachi Sushi & Seafood Buffet
West – Storage Warehouse

Comprehensive Plan Citation:

Commercial Land Uses

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

Municipal Code Citation:

2.20 Community Commercial

2.20.1. General Description

This commercial district is intended for the conduct of business activity which is located at the edge of residential areas but which serves a larger trade area than the immediately surrounding residential neighborhoods.

Business uses will most often be found in a wide variety of commercial structures, normally on individual sites with separate ingress, egress, and parking. Because of the varied uses permitted, it is important to be separated as much as possible visually and physically from any nearby residential areas and to limit the harmful effects of increased traffic, noise, and general nonresidential activity which will be generated.

Traffic generated by the uses permitted shall be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

7.6. Special Use Permit

7.6.1. Special Use Permit

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

(A) Consideration for compatibility

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

(B) Review and approval

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

(C) Use identified by individual zoning district

If a special use permit is granted it shall be for all the uses permitted in the specified district plus the special use permit requested.

7.6.3 Criteria for Special Use Permit Approval

(A) Special use permit criteria

The City Council shall use the following criteria to evaluate a special use permit:

- 1) Whether the proposed use shall be in harmony with the policies of the comprehensive plan.
- 2) Whether the proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
- 3) Whether the proposed use shall not adversely affect the use of neighboring properties.
- 4) Whether the proposed use shall not generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood.
- 5) Whether utility, drainage, parking, loading, signs, lighting access and other necessary public facilities to serve the proposed use shall meet the adopted codes of the city.

History

1. 1938 — Service garage was constructed
2. 1990 — Service office shed was constructed
3. The property was zoned C-3 with the adoption of the 2010 Zoning Map.

Public Comments

No citizens offered public comment on this Planning Commission item at the May 3rd meeting.

Staff Comments

Engineering Division:

No Engineering improvements are required with this application.

Fire Marshal's Comments

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

Planning Division

The applicant met with staff in March of 2022 to request the additional uses of Automotive Sales & Rentals: Light within the C-3, Community Commercial District.

The proposed building will be required to meet the zoning requirements for the C-3, Community Commercial District in place at the time of building permit with regards to exterior materials, setbacks, parking, landscaping, dumpster enclosure, and building coverage.

The property currently has sidewalk across the entire frontage. Proposed sidewalk alterations must meet Midwest City and ADA standards. No half street improvements are required with this application.

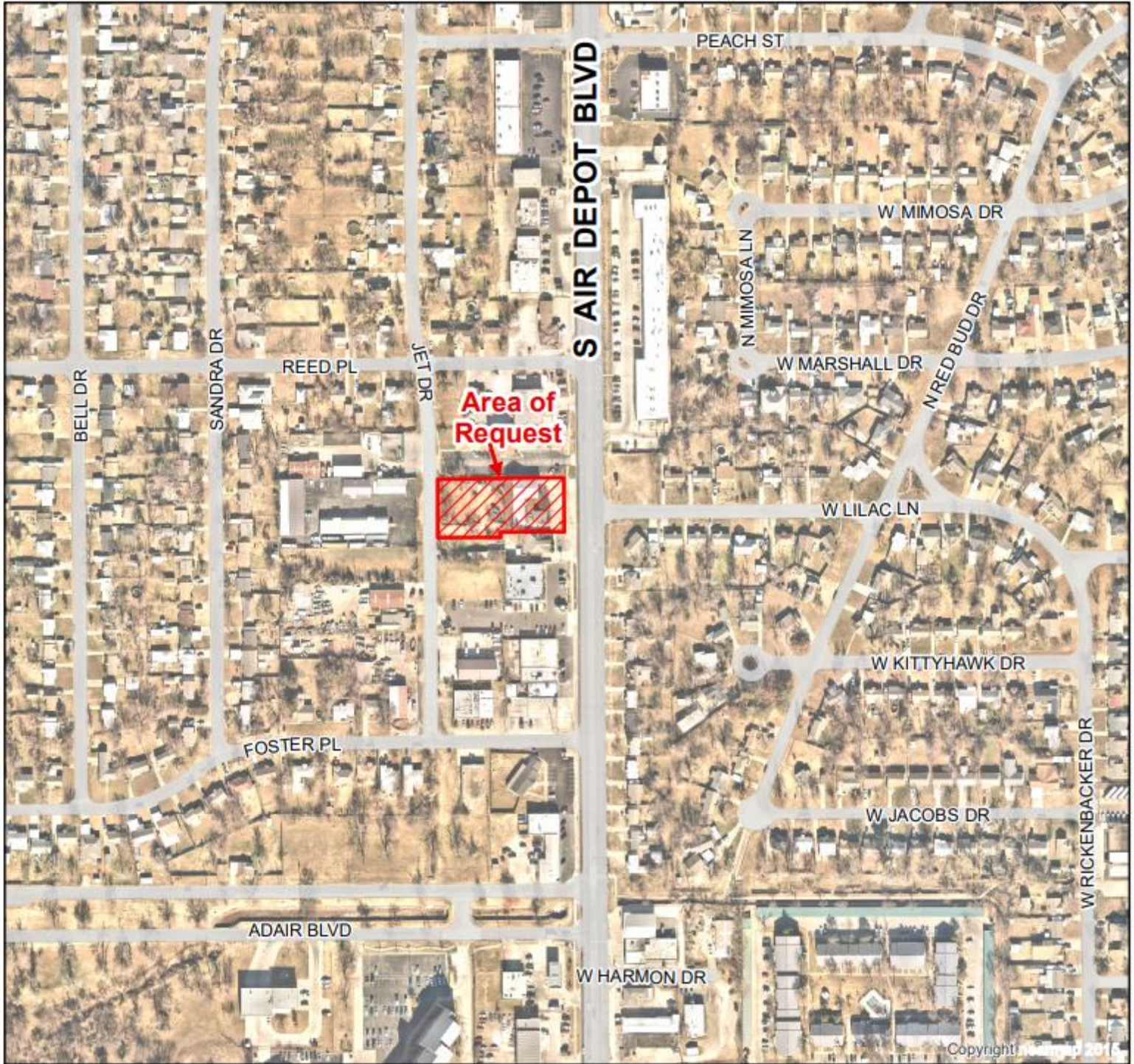
If approved, the Special Use Permit will expire in twelve (12) months if the uses are not established with a Certificate of Occupancy,

Action is at the discretion of City Council.

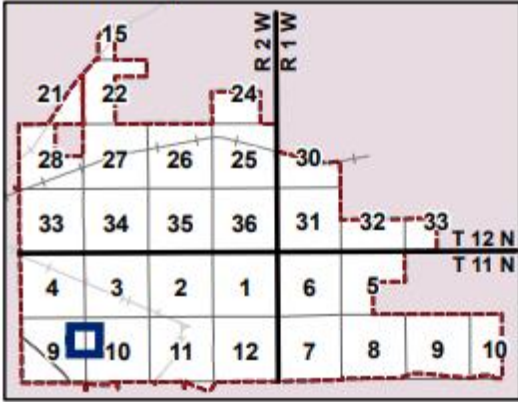
Action Required: Approve or reject the resolution for a Special Use Permit for the property as noted herein, subject to the staff comments and recommendations as found in the May 24th, 2022 agenda packet and made a part of PC-2111 file. Action is at the discretion of City Council.

Billy Harless
Community Development Director

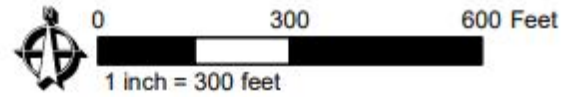
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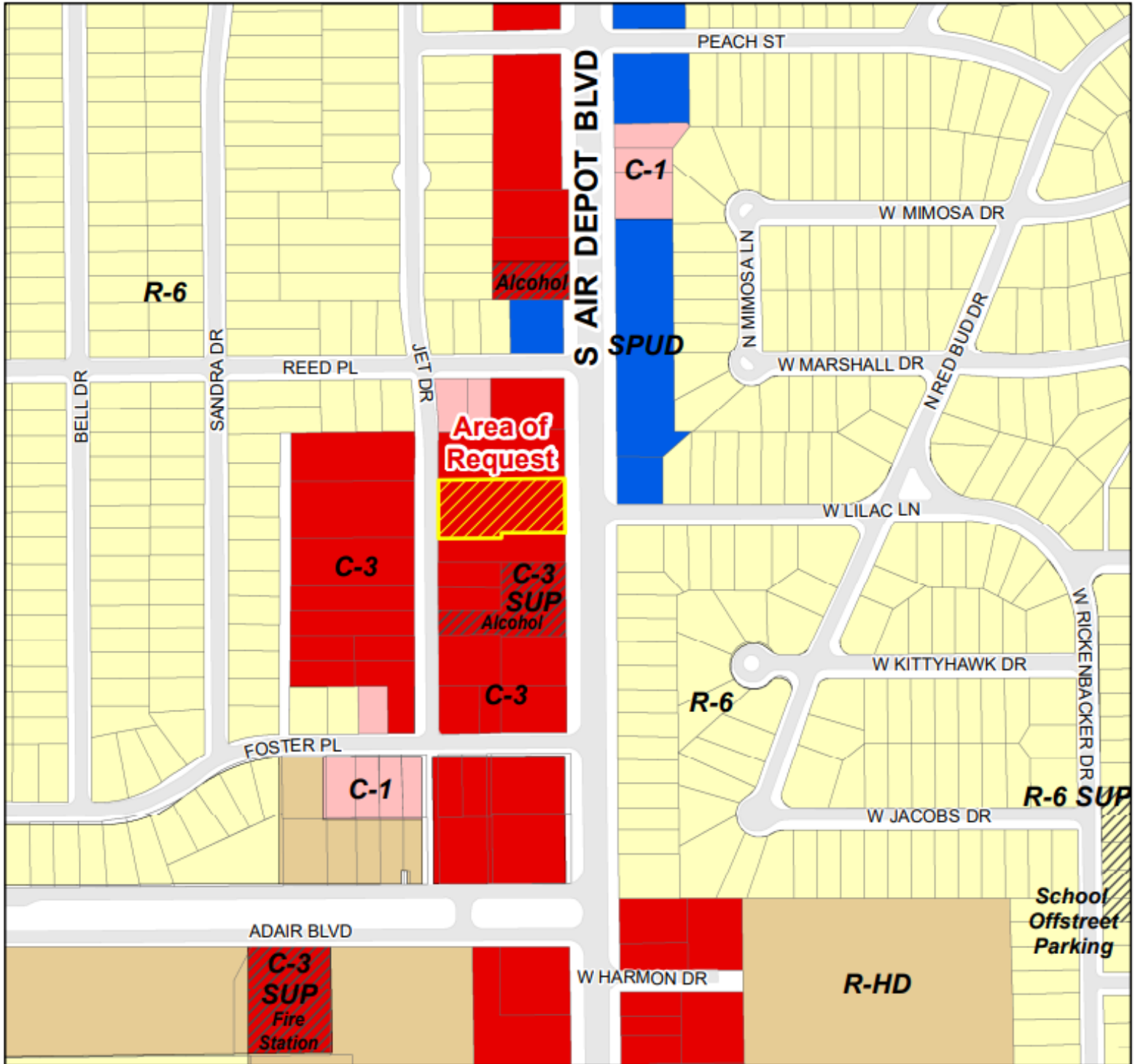
Locator Map



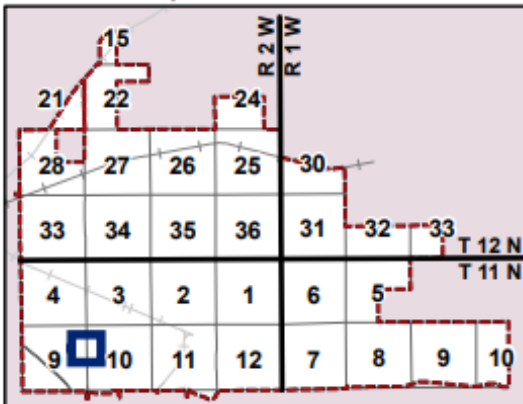
**12/2021 NEARMAP AERIAL VIEW FOR
PC-2111
(NE/4, Sec. 9, T11N, R2W)**



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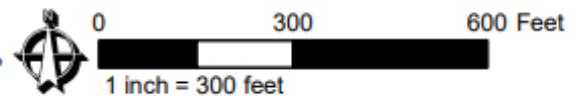
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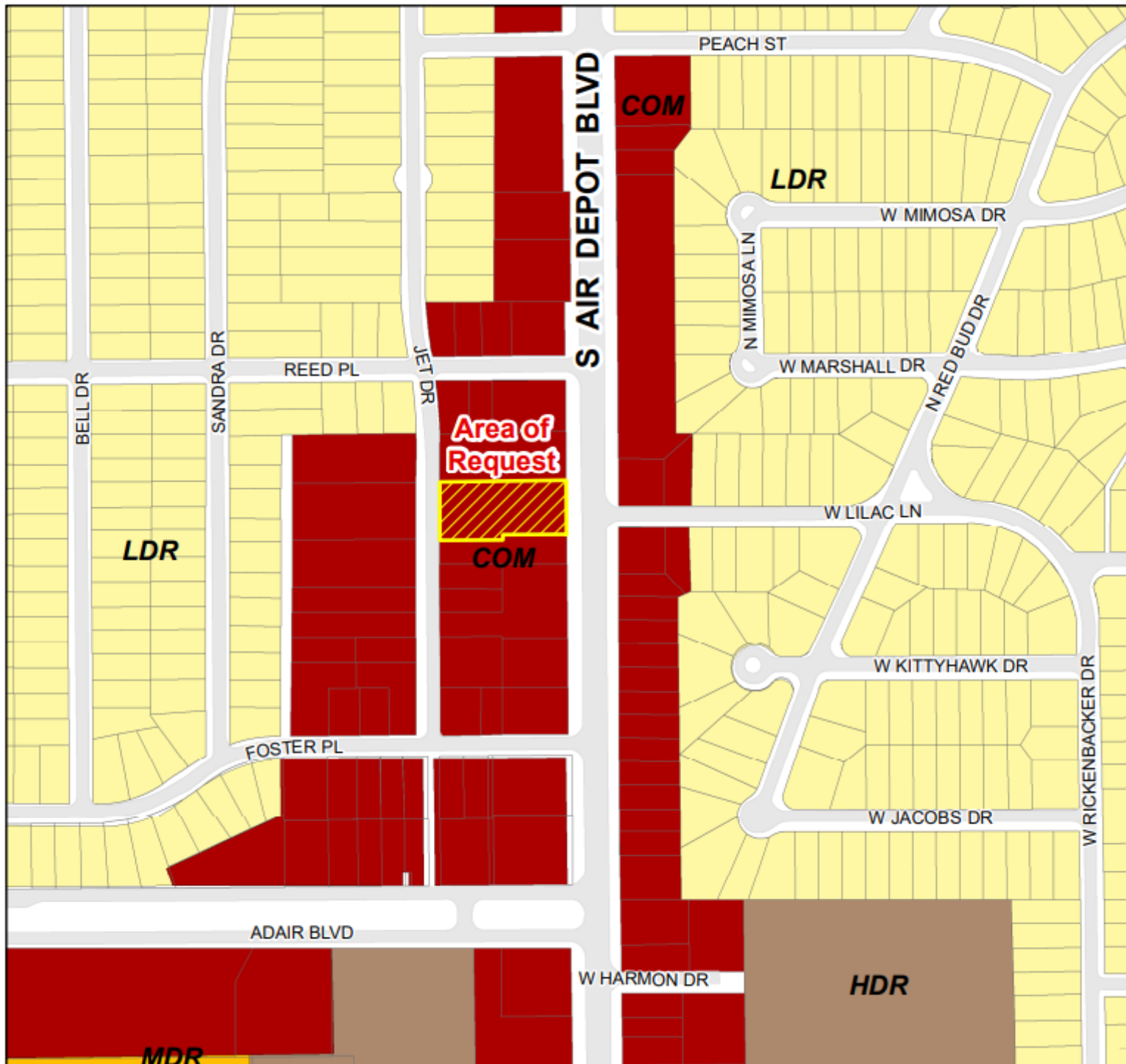
Current Zoning Legend

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

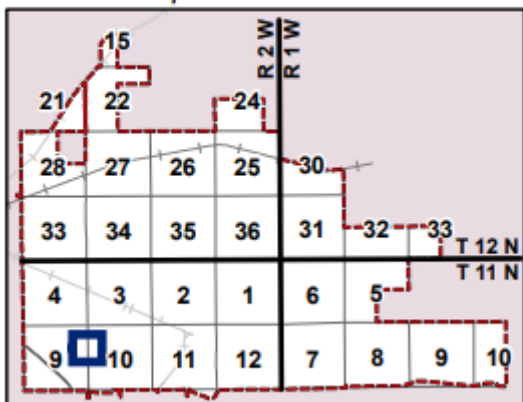
ZONING MAP FOR PC-2111 (NE/4, Sec. 9, T11N, R2W)



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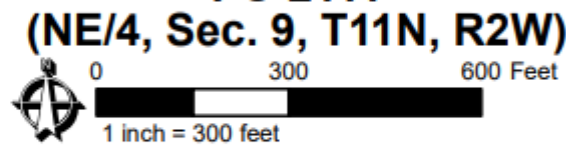
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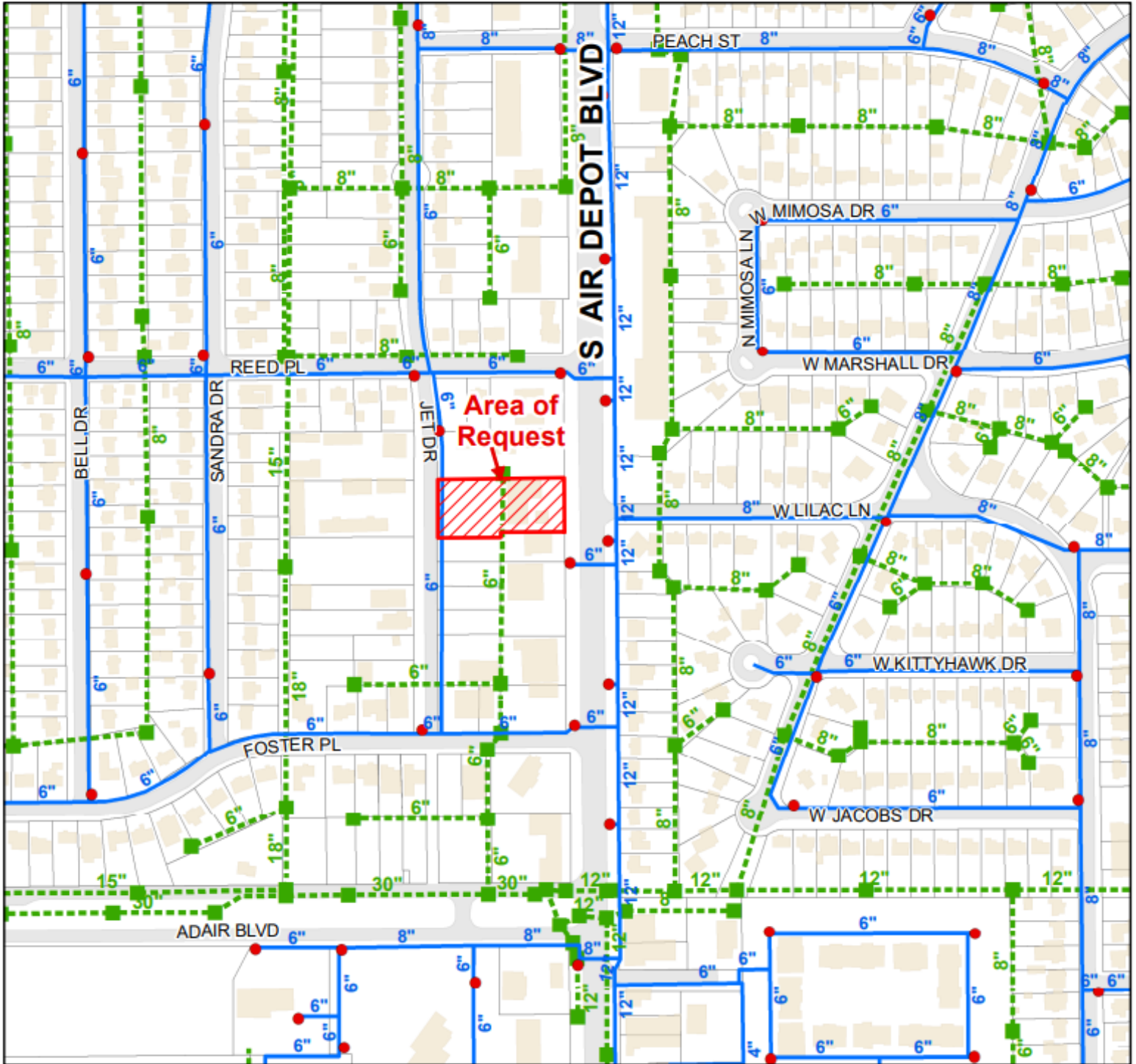
Future Land Use Legend

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

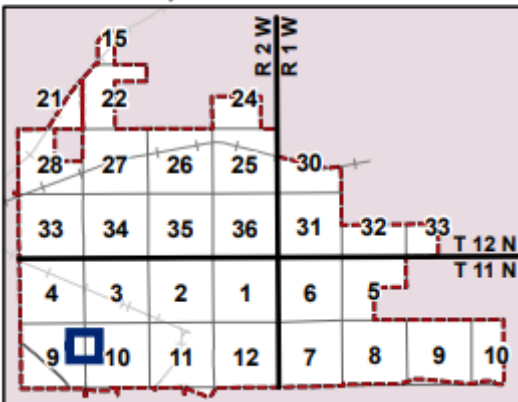
FUTURE LAND USE MAP FOR PC-2111 (NE/4, Sec. 9, T11N, R2W)



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Locator Map

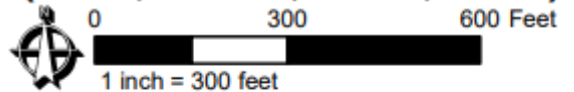


Water/Sewer Legend

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

WATER/SEWER LINE LOCATION MAP FOR PC-2111

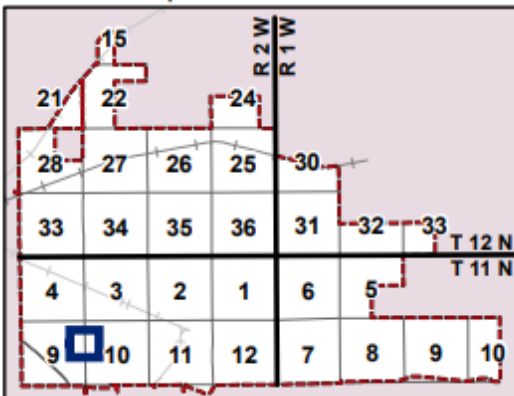
(NE/4, Sec. 9, T11N, R2W)



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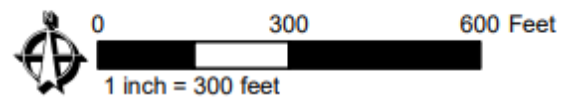
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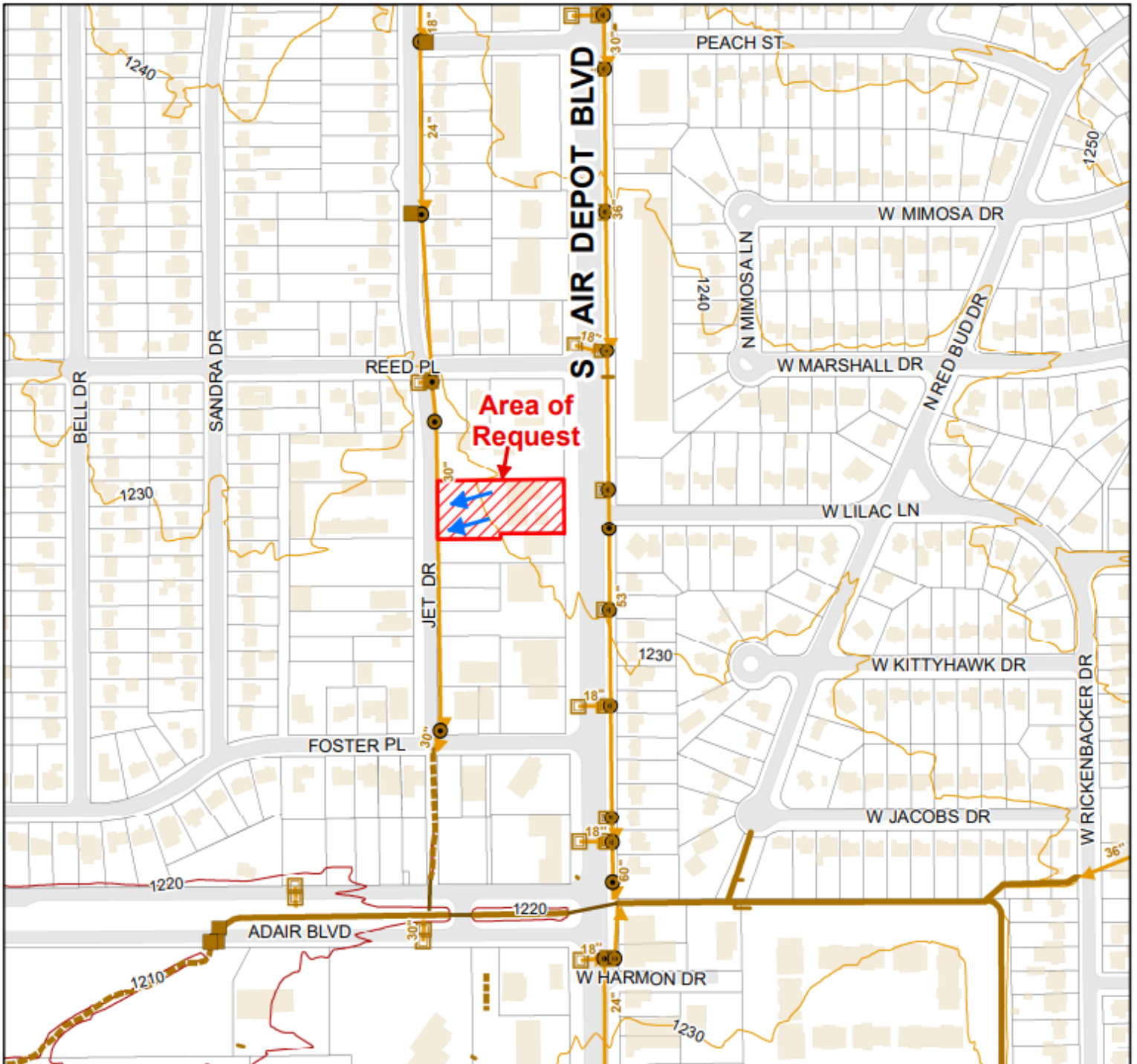
General Map Legend

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

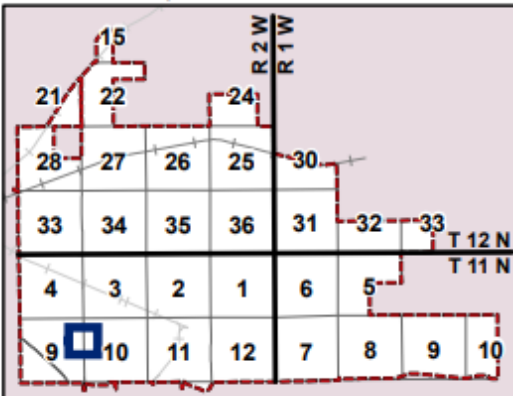
**GENERAL MAP FOR
PC-2111
(NE/4, Sec. 9, T11N, R2W)**



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Locator Map

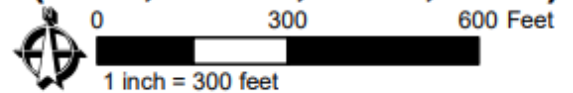


- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

2009 FEMA Floodplains

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

**DRAINAGE
LOCATION MAP FOR
PC-2111
(NE/4, Sec. 9, T11N, R2W)**



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2 **RESOLUTION NO. _____**

3 **A RESOLUTION APPROVING A SPECIAL USE PERMIT TO ALLOW THE USE OF**
4 **AUTOMOBILE SALES AND RENTALS: LIGHT PERMITTED AND DIRECTING**
5 **AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO REFLECT THE RE-**
6 **CLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT; AND PROVIDING**
7 **FOR REPEALER AND SEVERABILITY**

8 **WHEREAS**, the Zoning Map of Midwest City, Oklahoma, 2010, shows the following described
9 property with a classification of **C-3, Community Commercial**:

10 Frank Smith Subdivision Block 1, Lot 2 & Lots 13 & 14

11 **WHEREAS**, it is the desire of the Midwest City Council to grant a Special Use
12 Permit for said property.

13 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MID-**
14 **WEST CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA:**

15 That the above described property located in Midwest City, Oklahoma be and is
16 hereby granted a Special Use Permit to allow the use of allow the use of **Automobile**
17 **Sales and Rentals: Light.**

18 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Okla-
19 homa, on the _____ day of _____, 2022.

20 THE CITY OF MIDWEST CITY, OKLA-
21 HOMA

22 _____
23 MATTHEW D. DUKES II, Mayor

24 ATTEST:

25 _____
26 SARA HANCOCK, City Clerk

27 **APPROVED** as to form and legality this _____ day of _____, 2022.

28 _____
29 DONALD MAISCH, City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

CURRENT PLANNING DIVISION
Michael Pugh, Associate Current Planner
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner

Billy Harless, Community Development Director

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: May 24th, 2022

Subject: (PC – 2112) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from PUD, Planned Unit Development governed by the C-3, Community Commercial District, to SPUD, Simplified Planned Unit Development, governed by the R-HD, High Density Residential District and a resolution to amend the Comprehensive Plan from OR, Office Retail, to HDR, High Density Residential, for the properties platted as Midtown Office Park Phase II, Block 5, Lots 1-6, addressed as 1641, 1647, 1653, 1659, 1665, & 1671 Midtown Place.

Executive Summary: This application is a request to rezone the area of request to a SPUD governed by the R-HD, High Density Residential, from the C-3, Community Commercial, zoning district. The applicant intends to develop the area into townhomes or condominiums. If granted, the zoning would in effect create a mixed use development with retail/offices on the east side and townhomes/condos on the west side bordering the floodplain. Planning Commission recommended approval of this application at the May 3rd Planning Commission meeting.

Dates of Hearings:

Planning Commission –
May 3rd, 2022

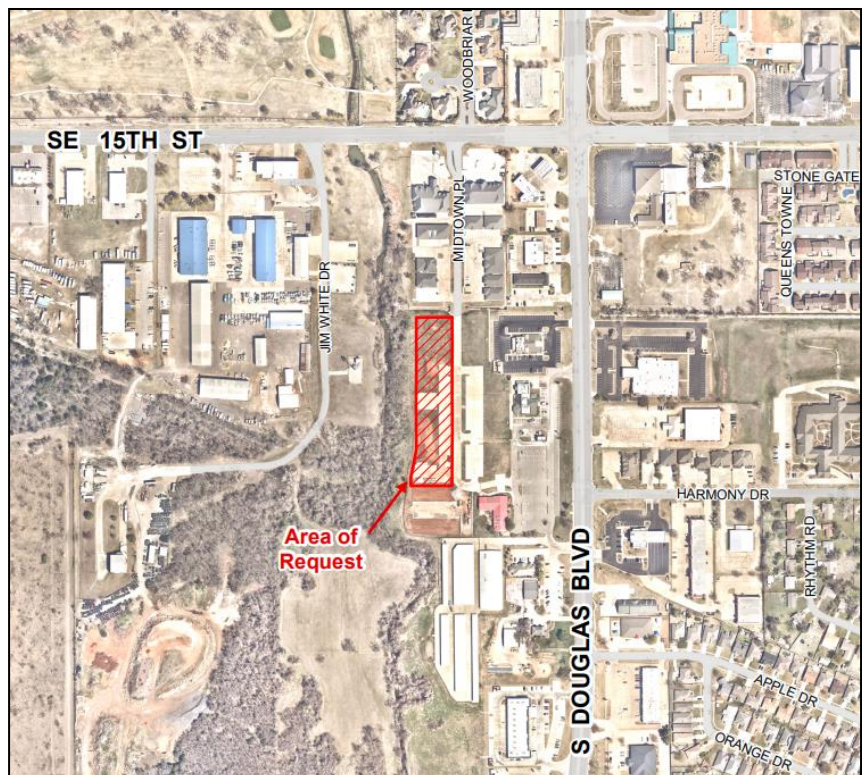
City Council – May 24th,
2022

Council Ward: Ward 2,
Pat Byrne

Owner: Jeff Johnson, JLou
Properties

Applicant: Jeff Johnson,
JLou Properties

Proposed Use: High
density residential
development along the
eastern edge of the
floodplain and western
portion of the Midtown



Office Park.

Size:

The area of the request has a frontage of approximately 618.8' along Midtown Place and a depth of approximately 133', containing an area of 1.9 acres, more or less.

Development Proposed by the Comprehensive Plan:

Area of Request – O/R, Office/Retail

North and East– OR, Office/Retail

West – PSP, Public/Semi-Public

South — COM, Commercial

Zoning Districts:

Area of Request – PUD, Planned Unit Development, governed by the C-3, Community Commercial zoning district

North, South, & East – PUD, Planned Unit Development, governed by the C-3, Community Commercial zoning district

West — I-2, Moderate Industrial

Land Use:

Area of Request – Vacant

North – Offices

East – Restaurants: Rib Crib, Henry Hudson's, Scooter's Coffee

South — Vacant

West – Public Works Administration

Comprehensive Plan Citation:

High Density Residential Land Use

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

Mixture of Land Uses

Nationally and regionally there has been a recent resurgence and interest in combining these various land uses, resulting in a mixed land use pattern.

Examples of this mixed land use pattern are found throughout the nation and regionally within the Bricktown development in Oklahoma City. This concept reflects the old ideal of people being able to live in close proximity to necessities such as employment and retail areas. Also, this concept reflects a new ideal of developments providing additional benefits to the people of the community.

For example, these mixed land use developments support a class of people referred to as the creative class, a concept identified by Richard Florida in his 2002 book, *Rise of the Creative Class*. The creative class is generally composed of writers, scientists, artists, engineers, educators, professionals and other individuals who develop or create ideas and new technologies. This creative class tends to locate in cities that have a defined sense of place and a high level of livability. In turn, these people benefit the community as a whole by supporting the creation of new jobs and enhancing

the uniqueness and culture of the community. This benefit combined with other benefits such as lower infrastructure costs, lower energy costs for residents, lower environmental pollution, and the reduction of land consumed by urban sprawl make a mixed land use pattern a desirable development option for developers and the City.

This type of development could be appropriate in some areas of Midwest City and it is recommended that if such a development is proposed, the City should consider approving it. Specific consideration should be given to how the various types of land use relate to one another within the development as well as to how the overall development relates to the existing land uses surrounding it.

The second design concept is the horizontal mixing of land uses. This design concept provides for buildings with only one type of land use, but buildings throughout a development have different type of land uses. Thus, the concept of mixing land uses does not occur in a singular building, but occurs throughout buildings in a single development. Therefore, one building in a development may contain residential uses, with an office or retail building located adjacent to it.

Municipal Code Citation:

2.26. - SPUD, Simplified Planned Unit Development

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

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

The SPUD is subject to special review procedures within 7.4 SPUD Application and Review (Page 179) and once approved by the City Council it becomes a special zoning classification for the property it represents.

2.26.2. Intent and Purpose. The intent and purpose of the simplified planned unit development provisions are to ensure:

- (A) Innovative development. Encourage innovative development and protect the health, safety and welfare of the community;
- (B) Efficient use of land. Encourage efficient use of land, facilitate economic arrangement of buildings and circulation systems;
- (C) Appropriate limitations and compatibility. Maintain appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the comprehensive plan.

2.10 R-HD, High Density Residential District

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

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

History

1. With the adoption of the Zoning Map in 1965, this area became zoned I-2, Moderate Industrial.
2. May 1996 (PC-1287) Approval of a Planned Unit Development for a large portion of this area was granted by the Council.
3. February 2010 (PC-1708) A revised PUD was approved for this area.
4. As work had not begun on the development since the February 2010 approval of the PUD, that PUD became void and in October of 2013 a revised PUD (PC-1796) was approved.
5. The preliminary plat of phase I of this development was approved in October of 2013 (PC-1795).
6. The final plat of phase I of this development was approved in November 2013 (PC-1797).
7. The final plat for the Midtown Office Park Section II was approved in March of 2020 (PC-2040).
8. On October 5, 2021, The Midwest City Board of Adjustment approved a variance allowing the encroachment of the structure at 1620 Midtown Pl. into the platted 10' building line along Midtown Pl.

Public Comments

No citizens offered public comments on this agenda item at the May 3rd Planning Commission Meeting.

Staff Comments

Engineering Division:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

There is an eight (8) inch public water main bisecting the proposed parcel from the north to the south. Any new building permit will require tying into the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

There is an eight (8) inch public sewer main bisecting the proposed parcel from the north to the south. 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 area of request is by Midtown Place, which is a designated private roadway. 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 impacted by the 100 year floodplain on Flood Insurance Rate Map (FIRM) number 40109C0310H, dated December 18th, 2009. To help maximize the potential development area, a detailed flood study defining the floodplain's extent was completed by a registered professional engineer during the platting of the site. The study was submitted to FEMA and the City and has been

approved for construction. This current application adheres to the elevations and boundaries set by the previously approved flood study.

Easements and Right-of-Way

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

Fire Marshal's Comments

PC-2112 is a request from Jeff Johnson to rezone the western side of his Midtown PUD from C-3

Community Commercial, to HD-R, High Density Residential

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

Planning Division

This a request to zone a 1.9 acre parcel to a SPUD, Simplified Planned Unit Development governed by the R-HD, Residential High Density zoning district.

Staff has received no emails or phone calls that protest the zoning change. 16 property owners received notices in the mail, as required per city ordinance.

The applicant has requested variances similar to the ones previously approved in this area and are outlined below:

Parking space requirements shall be calculated at 1.25 spaces for each unit. Parking space shall be a minimum of nine (9) feet by 18.5 feet. Additional parking shall be permitted outside the limits of the SPUD

Site-proof screening will not be required.

Build setback from all perimeter property lines shall be five feet, except fireplaces, bay windows, entry ways, balconies, patios, patio covers, and other similar appurtenances may encroach up to five feet into the setback. However, said appurtenances shall not extend into a utility easement or right-of-way. Minimum lot width shall be thirty feet for multi-family development. Maximum impervious surface coverage shall be 95%.

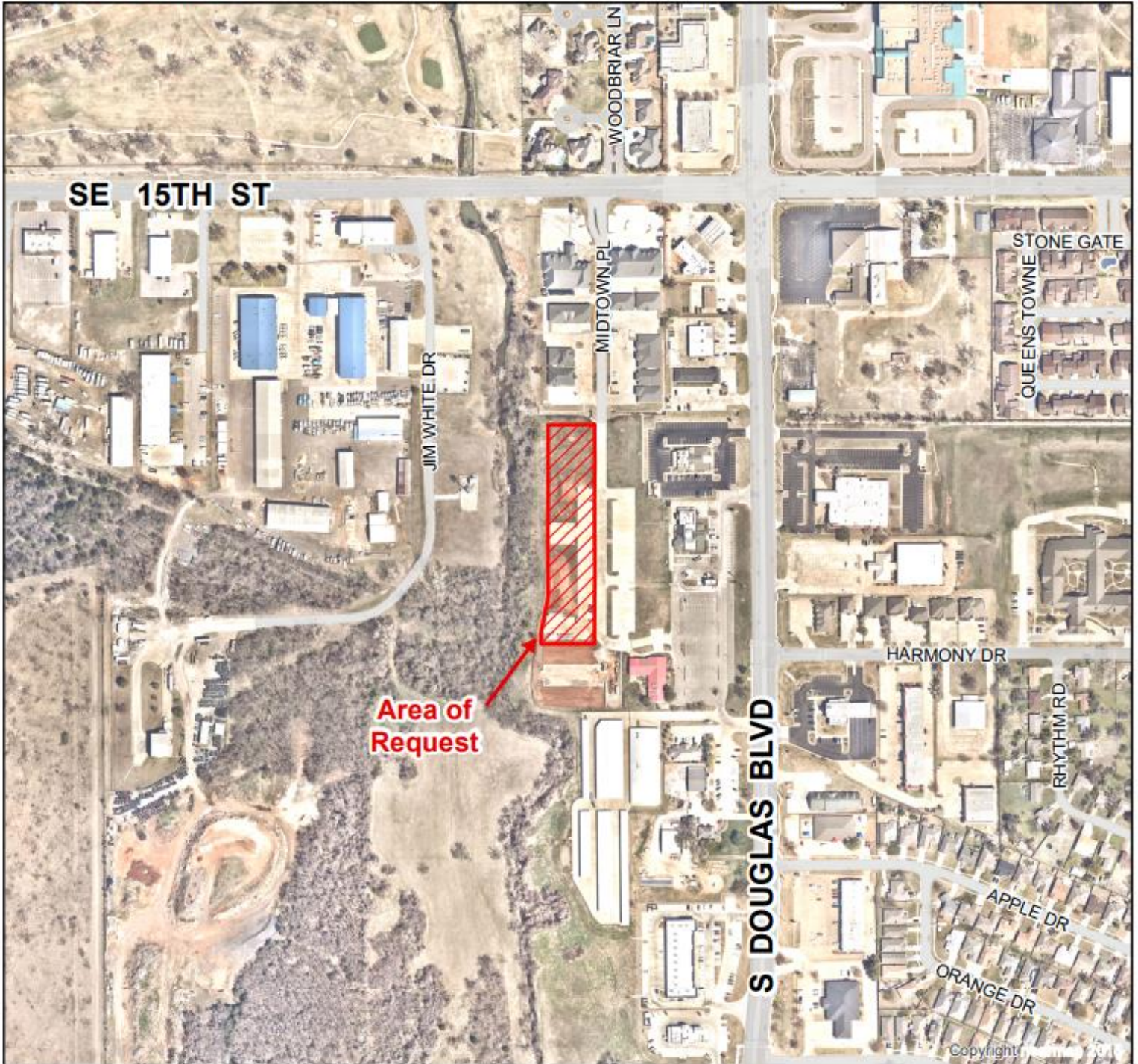
The development will be required to meet all regulations of the Zoning Ordinance including parking, exterior materials, landscaping, height, etc. with the submittal of a building permit application. Notable exceptions are outlined above and all other exceptions within the SPUD itself.

Action is at the discretion of City Council.

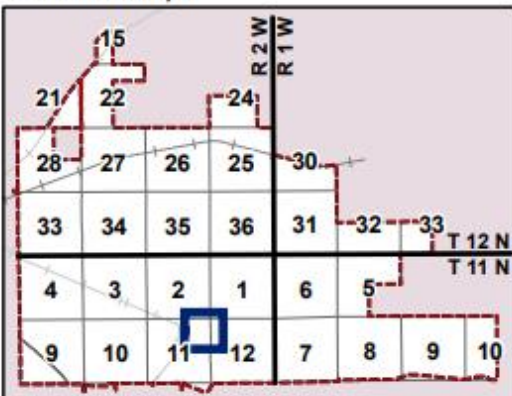
Action Required: Approve or reject the ordinance to redistrict to SPUD, Simplified Planned Unit Development governed by R-HD, High Density Residential District & C-3, Community Commercial District, and a resolution to amend the Comprehensive Plan to HDR, High Density Residential District for the property as noted herein, subject to the staff comments and recommendations as found in the May 24th, 2022 agenda packet and made a part of PC-2112 file.

Billy Harless
Community Development Director

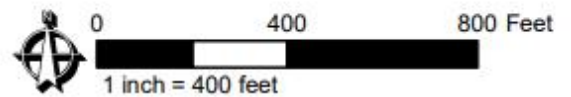
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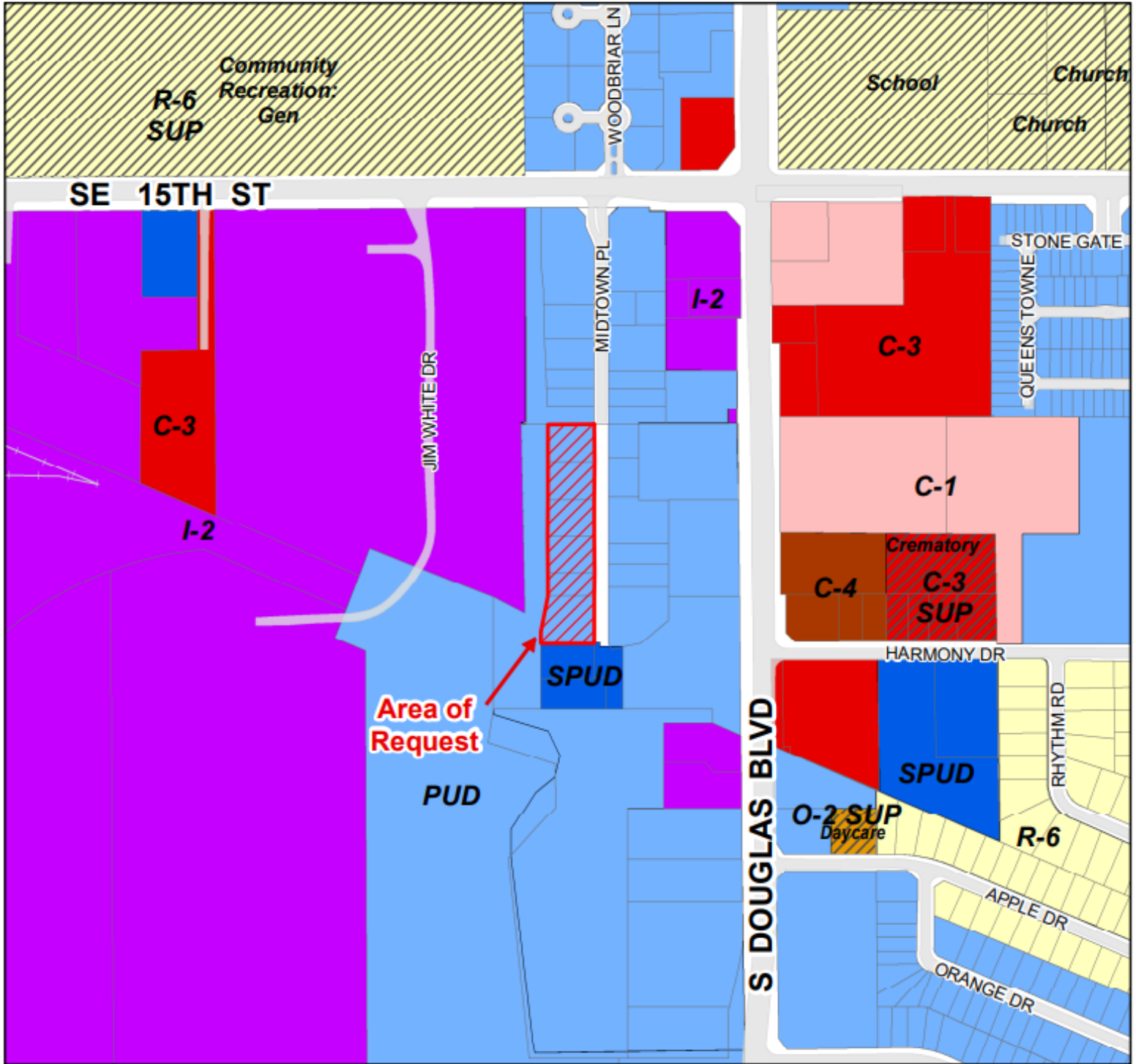
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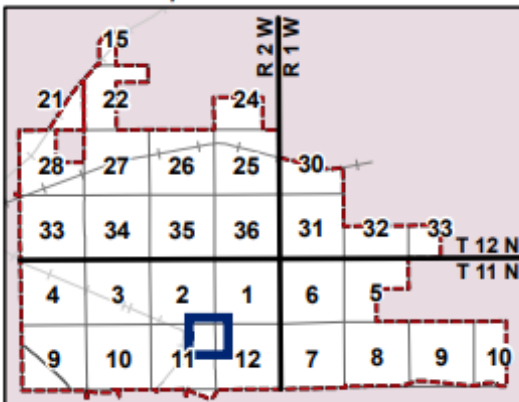
**12/2021 NEARMAP AERIAL VIEW FOR
PC-2112
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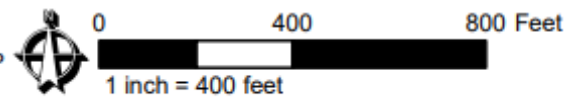
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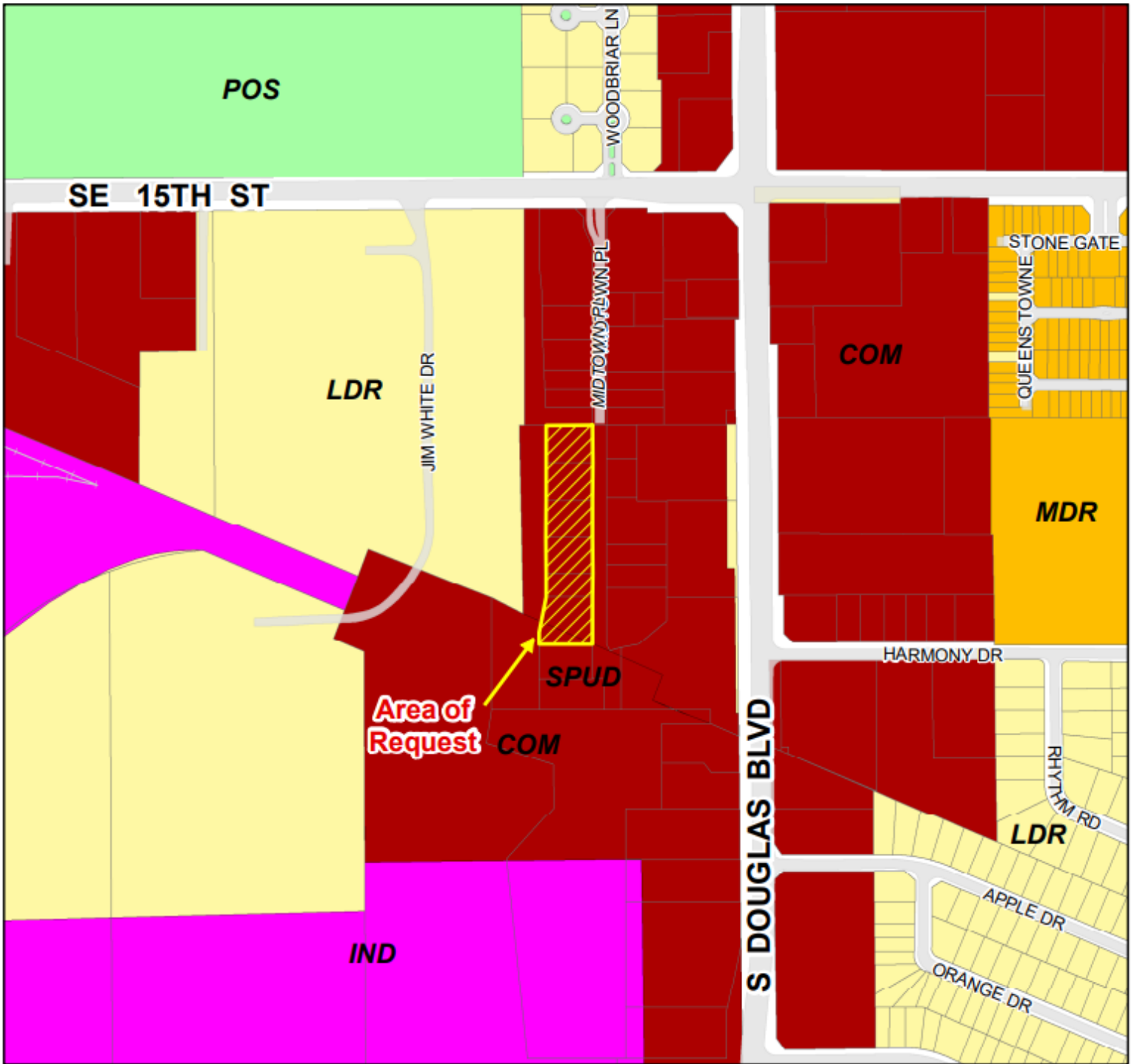
Current Zoning Legend

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

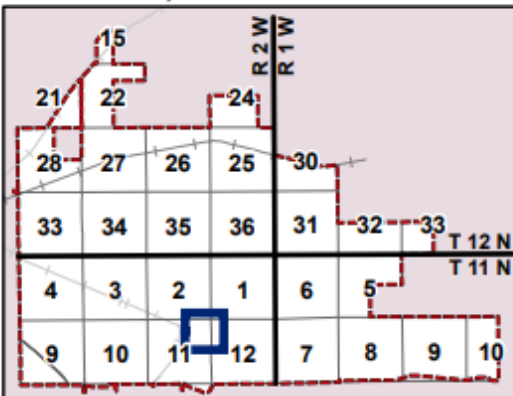
**ZONING MAP FOR
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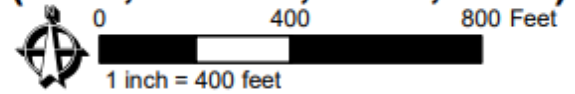


Future Land Use Legend

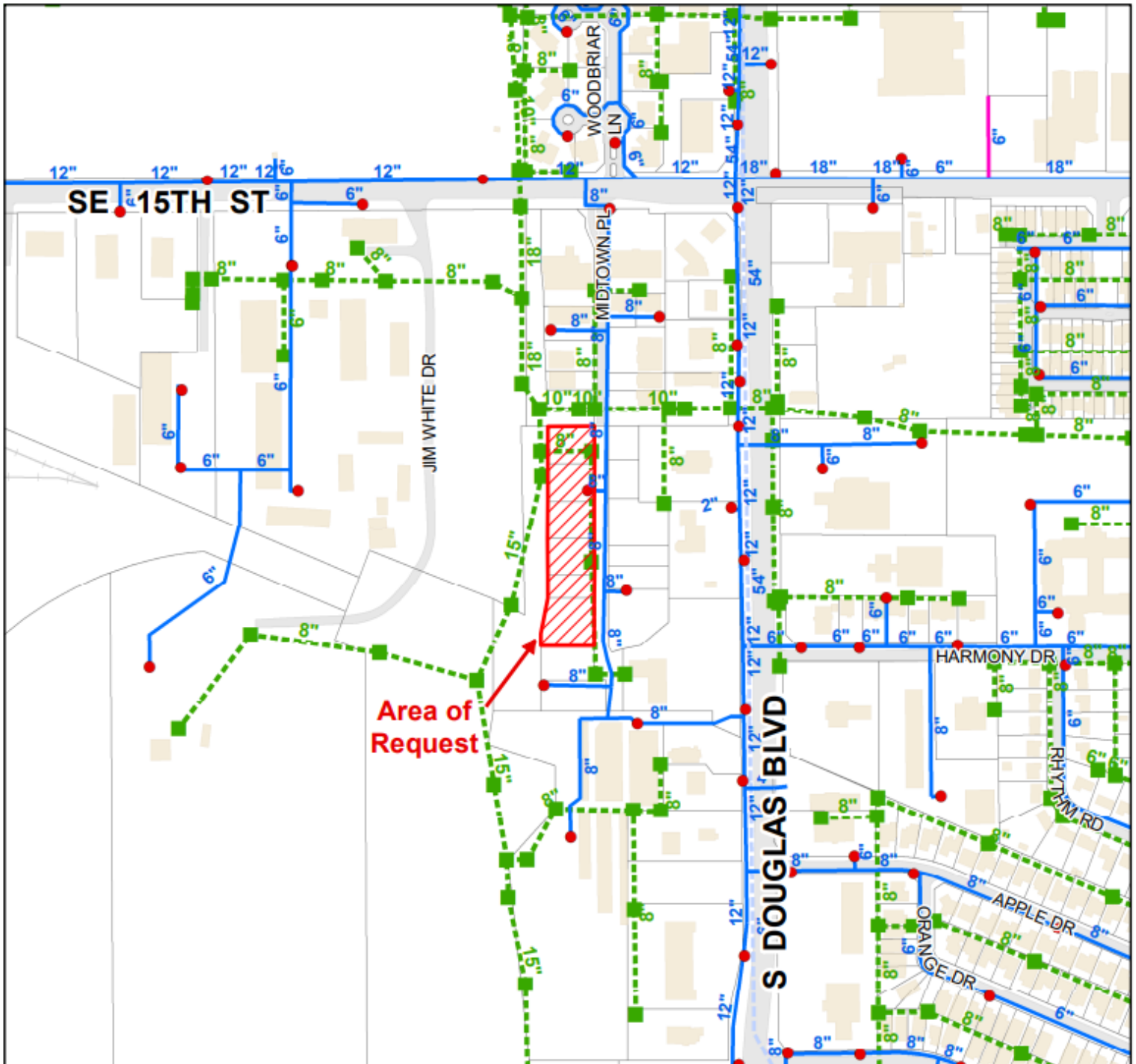
- Single-Family Detached Residential
- Medium Density Residential
- High Density Residential
- Manufactured Home
- Public/Semi-Public
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- Industrial
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FUTURE LAND USE MAP FOR PC-2112

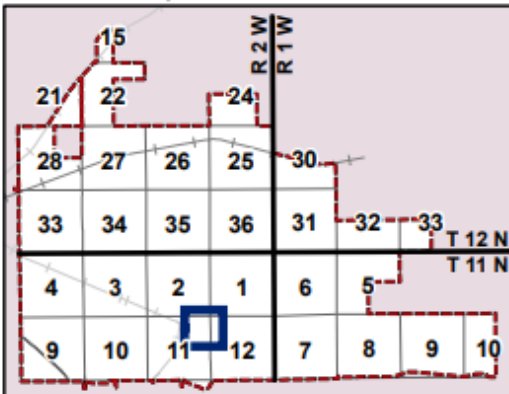
(NE/4, Sec. 11, T11N, R2W)



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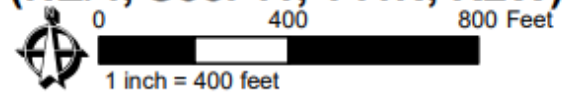
Locator Map



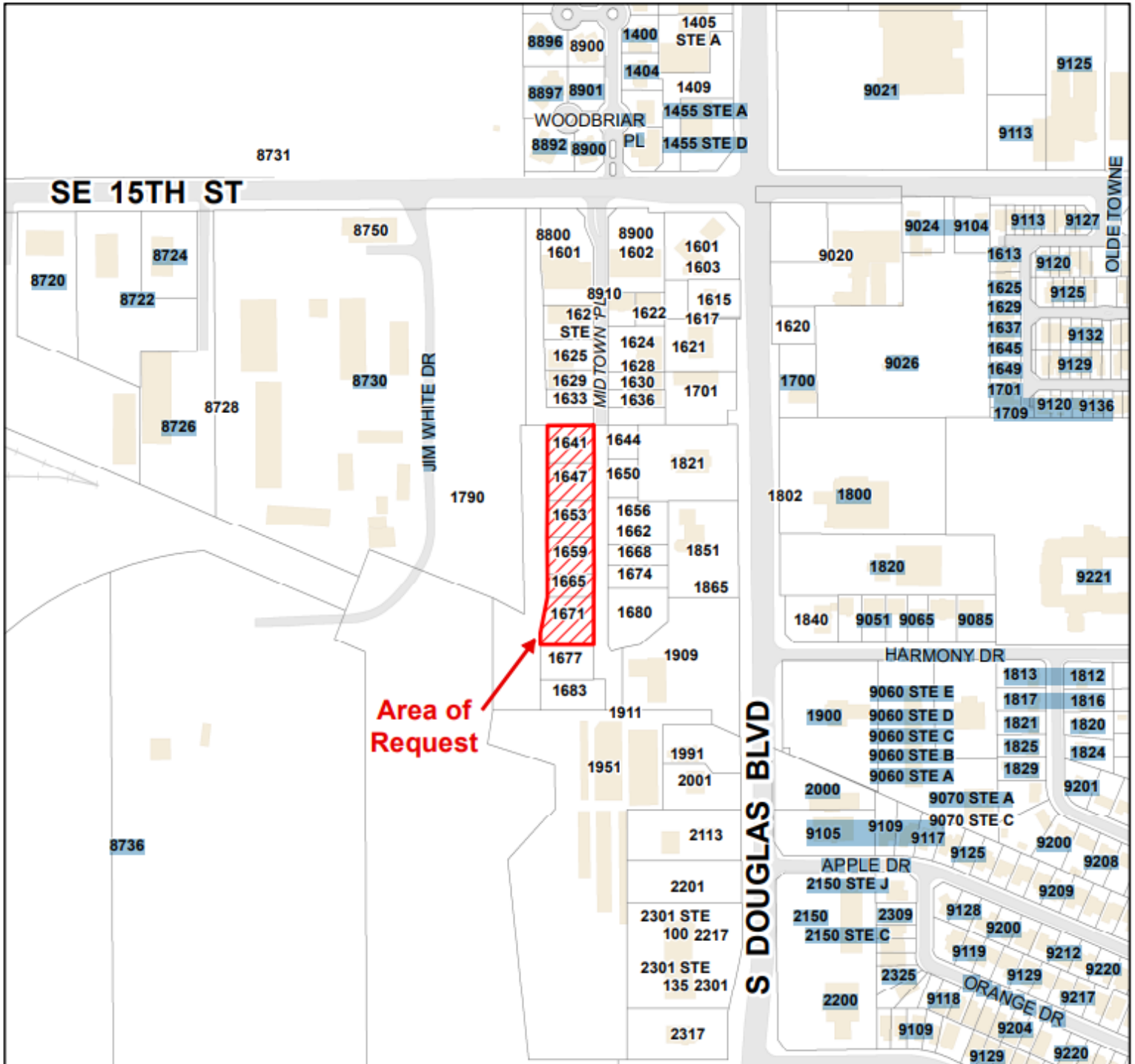
Water/Sewer Legend

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

**WATER/SEWER LINE
LOCATION MAP FOR
PC-2112
(NE/4, Sec. 11, T11N, R2W)**

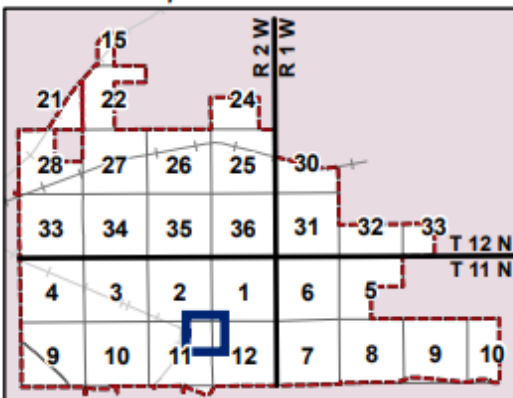


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Area of Request

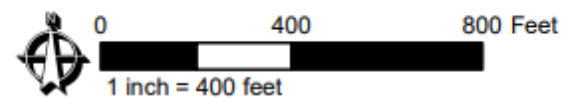
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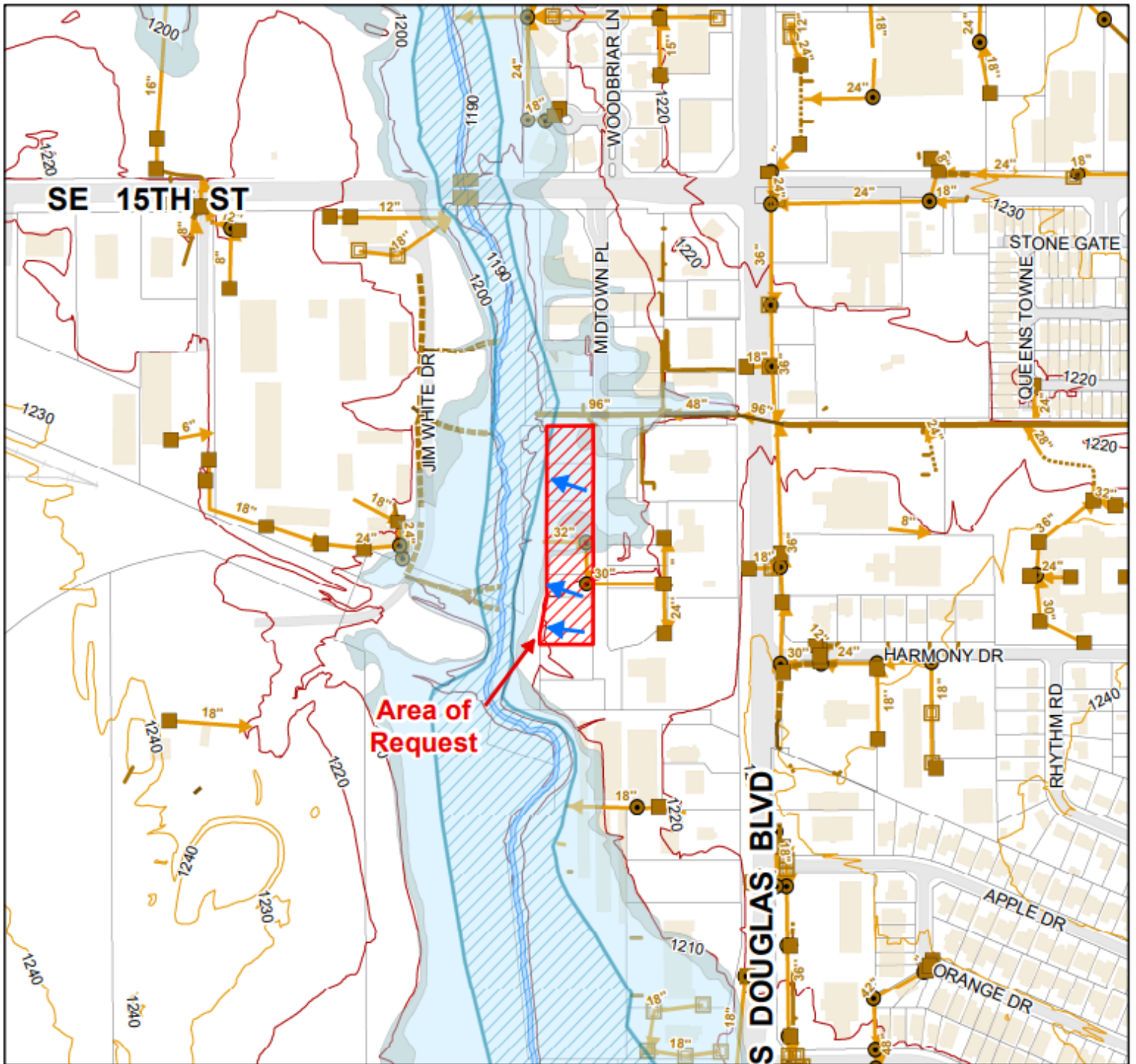
General Map Legend

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

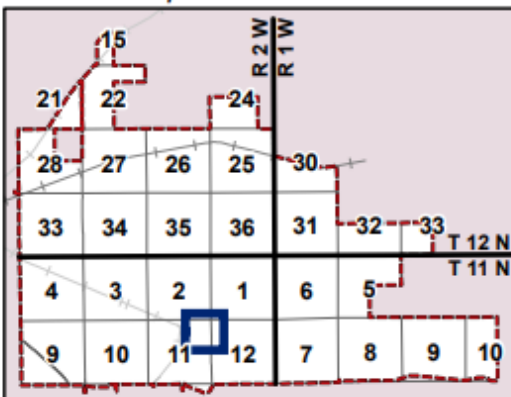
**GENERAL MAP FOR
PC-2112
(NE/4, Sec. 11, T11N, R2W)**



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Locator Map



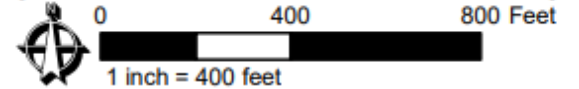
- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

2009 FEMA Floodplains

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

**DRAINAGE
LOCATION MAP FOR
PC-2112**

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



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1 **PC-2112**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO SPUD, SIMPLIFIED PLANNED DEVELOP-**
5 **MENT GOVERNED BY THE HIGH DENSITY RESIDENTIAL DISTRICT, AND DI-**
6 **RECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO RE-**
7 **LECT THE RECLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT; AND**
8 **PROVIDING FOR REPEALER AND SEVERABILITY**

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

10 **ORDINANCE**

11 SECTION 1. That the zoning district of the following described property is hereby reclassified
12 to SPUD, Simplified Planned Unit Development, governed by the R-HD, High Density Residen-
13 tial District, subject to the conditions contained in the PC-2112 file, and that the official Zoning
14 District Map shall be amended to reflect the reclassification of the property’s zoning district as
15 specified in this ordinance:

16 Midtown Office Park Section II, Block 004, Lots 001-006.

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

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

22 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
23 on the _____ day of _____, 2022.

24 THE CITY OF MIDWEST CITY, OKLAHOMA

25 _____
26 MATTHEW D. DUKES II, Mayor

27 ATTEST:

28 _____
29 SARA HANCOCK, City Clerk

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

31 _____
32 DONALD MAISCH, City Attorney

RESOLUTION NO. 2022-_____

A RESOLUTION AMENDING THE 2008 COMPREHENSIVE PLAN MAP CLASSIFICATION FROM O/R, OFFICE/RETAIL TO HDR, HIGH DENSITY RESIDENTIAL FOR THE PROPERTY DESCRIBED IN THIS RESOLUTION WITHIN THE CITY OF MIDWEST CITY, OKLAHOMA.

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

Midtown Office Park Section II, Block 004, Lots 001-006.

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

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2022.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

DONALD MAISCH, City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

CURRENT PLANNING DIVISION
Michael Pugh, Associate Current Planner
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner

Billy Harless, Community Development Director

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: May 24th, 2022

Subject: (PC – 2113) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from R-6, Single Family Residential to PUD, Planned Unit Development, governed by the R-HD, High Density Residential district as well as a tract governed by the C-3, Community Commercial district and a resolution to amend the Comprehensive Plan from POS, Parks and Open Space and OR, Office Retail, to HDR, High Density Residential, for the property described as a part of the SW/4 of Section 12, T-11-N, R-2-W, located at 9309 SE 29th Street and 9020 SE 25th Street.

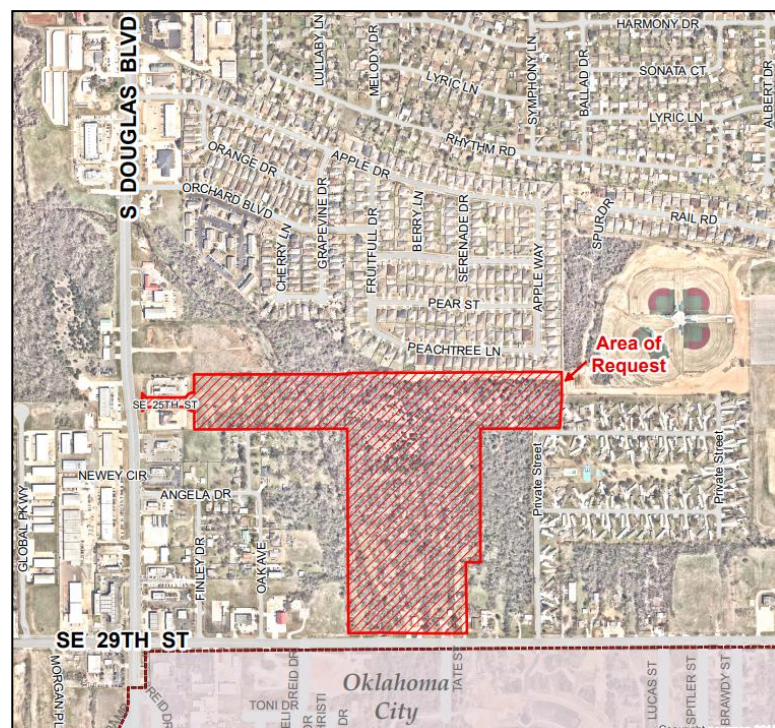
Executive Summary: This application is a request to rezone the area of request to a PUD governed by the R-HD, High Density Residential, and C-3, Community Commercial, zoning districts. The PUD outlines three tracts, two of which will be governed by the R-HD zoning district. Tract A, located along the eastern portion of the floodplain, stipulate a maximum density of 650 units. Tract B fronts along SE 25th and stipulates a maximum density of 250 units. Tract C is the commercial portion of the PUD, fronting onto SE 29th and the allowed uses are outlined in the Staff Comments section of the report. The developer has stated that it intends to develop Tract A as mid-rise apartments with a maximum height of 50 feet, Tract B is intended for attached townhomes. Planning Commission recommended approval of this application, contingent upon the developer securing an additional access easement for emergency vehicles, the placement of landscaping elements like trees and shrubs in front of the apartment buildings, lighting, and being willing to work with staff through the development process.

Dates of Hearings: Planning Commission – May 3rd, 2022
City Council – May 24th, 2022

Council Ward: Ward 2, Pat Byrne

Owner: Fred Bawdy, JLou Properties

Applicant: Mark Zitzow, JLou Properties & Johnson & Associates



Proposed Use: High density residential development along the eastern edge of the floodplain and in the northwest corner of the tract fronting onto SE 25th, along with a commercial development in the southwest corner of the property fronting along SE 29th.

Size:

The area of the request has a frontage of approximately 489.8' along SE 29th St and a depth of approximately 1,260', while the second tract has frontage of approximately 337' along SE 25th St and a depth of approximately 2,259' containing an area of .91 acres, more or less. The site is approximately 41.62 acres in size, with both tracts combined.

Development Proposed by the Comprehensive Plan:

Area of Request – POS & O/R, Parks and Open Space & Office/Retail
North, East, and South – Special Planning Area/Commercial
West – Del City

Zoning Districts:

Area of Request – R-6, Residential Single Family Detached
North – R-HD & R-6, High Density Residential & Single Family Detached
East – R-MH-2, Manufactured Home District
South — Oklahoma City
West – R-6 & PUD, Residential Single Family Detached & Moderate Industrial

Land Use:

Area of Request – Vacant
North – Residential Subdivision
East – Manufactured Homes
South — Oklahoma City
West – Residential Homes, Commercial Corridor

Comprehensive Plan Citation:

High Density Residential Land Use

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

Commercial Land Uses

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

Municipal Code Citation:

2.25 PUD, Planned Unit Development

2.25.1 General Provisions

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

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

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

2.25.2 Intent and Purpose

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

(A) Innovative land development

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

(B) Flexibility within developments

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

(C) Efficient use of land

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

(D) Function, design and diversity

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

(E) Modifications to development requirements

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

2.10 R-HD, High Density Residential District

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

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

2.20.1. General Description. This commercial district is intended for the conduct of business activity which is located at the edge of residential areas but which serves a larger trade area than the immediately surrounding residential neighborhoods.

2.20 C-3, Community Commercial

2.20.1. General Description. Business uses will most often be found in a wide variety of commercial structures, normally on individual sites with separate ingress, egress, and parking. Because of the varied uses permitted, it is important to be separated as much as

possible visually and physically from any nearby residential areas and to limit the harmful effects of increased traffic, noise, and general nonresidential activity which will be generated.

Limited outdoor storage, as defined below, and limited open display, as defined below, shall be permitted.

Traffic generated by the uses permitted shall be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

History

1. 1954 — Bar/Tavern “The Pond” was built
2. The property was zoned R-6 with the adoption of the 2010 Zoning Map.

Public Comments

At the May 3rd Planning Commission, four citizens voiced their concerns regarding PC-2113. Citizens expressed concerns about the loss of the greenbelt, increased drainage runoff from the development, the placement of the trail easement along their property, and decreased property values.

Staff Comments

Engineering Division:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

There are two public water mains bordering the proposed parcel, a twelve (12) inch line along the north side of S.E. 29th Street and an eight (8) inch line running along S.E. 25th Street. Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

Immediately bordering the proposed parcel is an eight (8) inch public sanitary sewer along the south side of the subject parcel. There is also a ten (10) inch public sewer main bisecting part of the proposed parcel from the south to the north. 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 area of request exists off S.E. 25th Street and S.E. 29th Street. S.E. 29th Street is classified as a Primary Arterial in the 2008 Comprehensive Plan. S.E. 25th Street is a designated private roadway. Sidewalk will be required with a building permit along S.E. 29th Street. 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 a Special Flood Hazard Area impacted by the 100 year floodplain on Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 18th, 2009. Any new building permit must meet the minimum design standards outlined in the floodplain development regulations. Detention will be required

with any building permit. Downstream impacts must be considered, both during construction and at a fully developed condition.

Easements and Right-of-Way

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

Fire Marshal's Comments

PC-2113 is a zoning change request to go from R-6, to a Planned Unit Development with underlying zoning types of H-DR (high density residential) and C-3 (community commercial).

The site plan depicts apartment buildings along the eastern side of the floodplain and the northern part of the tract. The commercial tract is located in the Southwestern part of the tract.

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.
- Multiple fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses. The current conceptual site plan does not allow for the proper remoteness of access points.
- Aerial apparatus access roads are required if any portion of the buildings exceeds 30'-0" in height and shall at least 26'-0" in width.
- Fire hydrants are required to be placed a distance that does not exceed 400'-0" as the hose lays.
- Apartment buildings are required to be provided with a fire suppression and alarm system.

Planning Division

This a request to zone a 41.62 acre parcel to a PUD governed by the R-HD, Residential High Density, and C-3, Community Commercial zoning categories. The Design Statement outlines three (3) tracts, two of which are governed by R-HD, the smallest tract other is governed by C-3. The intent for Tract A is to develop it into an apartment complex with a maximum density of 650 units.

Only the following uses shall be allowed within Tract A:

- Single-Family Detached Residential
- Two-Family Attached Residential (Duplexes)
- Townhouse (Single-Family Attached)
- Multifamily Residential
- Health Clubs
- Home Occupation
- Accessory Dwelling Unit, Attached or Detached
- Public Service or Utility: Light
- Community Recreation: Restricted
- Community Recreation: General
- Community Recreation: Property Owners' Association
- Off-Street Parking: Accessory Parking

Tract B is the second largest tract, located on the frontage of SE 25th St. Two-Family Attached Residential and/or Townhouse uses the maximum density of this tract shall be 50 dwelling units. Should this tract develop as Multifamily Residential the maximum density shall be 200 dwelling units.

The following uses shall be the only uses allowed within Tract B:

- Single-Family Detached Residential
- Two-Family Attached Residential (Duplexes)
- Townhouse (Single-Family Attached)
- Health Clubs
- Multifamily Residential
- Home Occupation
- Accessory Dwelling Unit, Attached or Detached
- Public Service or Utility: Light
- Community Recreation: Restricted
- Community Recreation: General
- Community Recreation: Property Owners' Association
- Off-Street Parking: Accessory Parking

Tract is the smallest tract, in the southwest corner of the portion fronting onto SE 29th St.

The following uses shall be the only uses allowed within Tract C

- Home Occupation
- Public Service or Utility: Light
- Public Service or Utility: Moderate
- Low Impact Institutional: Neighborhood Related
- Cultural Exhibits
- Library Services and Community Centers
- Community Recreation: Restricted
- Community Recreation: General
- Community Recreation: Property Owners' Association
- Administrative and Professional Office
- Alcoholic Beverage Retail Sales
- Animals: Grooming and Sales
- Animal Sales and Services: Kennels and Veterinary, Restricted
- Automotive Equipment: Light
- Building Maintenance Services
- Business Support Services
- Child Care Center and Adult Day Care Center
- Convenience Sales and Personal Services
- Eating Establishments: Drive-In
- Eating Establishments: Fast Foods
- Eating Establishments: Sit-Down, Alcoholic Beverages not Permitted
- Food and Beverage Retail Sales
- Funeral and Interment Services: Undertaking
- Gasoline Sales: Restricted
- Health Clubs
- Laundry Services
- Medical Services: Restricted

Medical Services: General
Participant Recreation and Entertainment: Indoor Permitted
Personal Services: Restricted
Personal Services: General
Personal Storage
Repair Services: Consumer
Research Services
Retail Sales and Services: General
Spectator Sports and Entertainment: Restricted
Off-Street Parking: Accessory Parking
Off-Street Parking: Commercial Parking

The site lighting in this PUD shall be in accordance with Appendix A, Section 5.11 of the City of Midwest City Municipal Code, as amended.

To minimize light spillover on residential uses, outdoor lights within the development will be directed away from any adjacent residential properties. To accomplish this, lights shall utilize shields, shades, or other appropriate methods of directing light beams.

The subject site shall meet all requirements of the City of Midwest City's Tree Preservation regulations in place at the time of development, except as otherwise noted. This PUD shall preserve a minimum of 20% of the tree canopy on the subject site. The trees preserved within the floodplain shall count toward this requirement.

The maximum building height for structures within this PUD shall be 50 feet.

Maintenance of the common areas in the development shall be the responsibility of the developer and/or owner/operator. No structures, storage of material, grading, fill, or other obstructions, including fences, either temporary or permanent, that shall cause a blockage of flow or an adverse effect on the functioning of the storm water facility, shall be placed within the common areas intended for the use of conveyance of storm water, and/or drainage easements shown. Access to the floodplain for maintenance shall be provided.

The design and number of all parking facilities in this PUD shall be in accordance with the City of Midwest City Municipal Code, except as amended below for Tracts 1 and 2:

The required parking for the Multifamily Residential use unit shall be as follows:

1-bedroom units: 1.25 spaces per unit

2-bedroom and above units: 1.5 spaces per unit

Any parking provided on site including attached or detached garages, covered parking areas or clubhouse/amenities parking shall count toward meeting parking requirements, provided each parking space in a garage shall be a minimum of 8 ½ feet by 18 feet.

Five-foot wide sidewalks shall be constructed along SE 29th St. Said sidewalks shall be 6-foot wide if the sidewalk is constructed adjacent to the curb, subject to the policies/procedures of the Public Works Department. All sidewalks shall be in place prior to any occupancy certificates being issued.

An internal pedestrian system will be provided within this PUD.

Given the location of the floodplain within the area of request, this PUD is designed so as to give flexibility to the developer to accommodate the particular design challenges of this area. This site has been left largely untouched by development, as the floodplain poses a significant challenge for builders.

Staff has received two emails that protest the zoning change. Staff is also aware of a petition that is circulating but have not officially received one. 100 property owners received notices in the mail. Several citizens voiced their concerns at the May 3rd Planning Commission meeting, citing concerns about increased noise, loss of the greenbelt and the placement of the walking trail.

The development will be required to meet all regulations of the Zoning Ordinance including parking, exterior materials, landscaping, height, etc. with the submittal of a building permit application. Notable exceptions are outlined above and all other exceptions within the PUD itself.

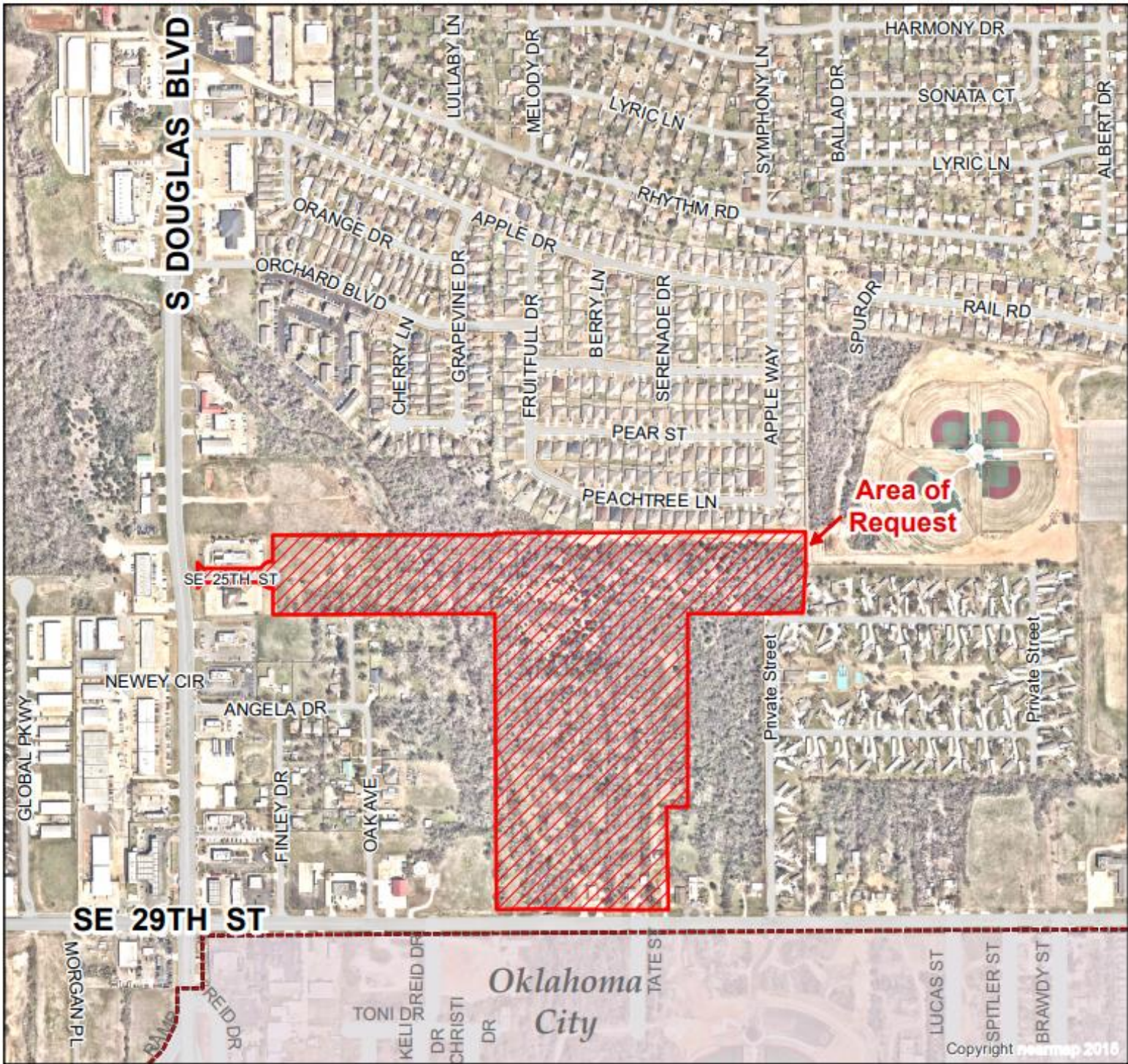
Planning Commission recommended approval of this application, contingent upon the developer securing an additional access easement for emergency vehicles, the placement of landscaping elements like trees and shrubs in front of the apartment buildings, lighting, and being willing to work with staff through the development process. The developer stated at the meeting that they would be more than happy to comply with Planning Commission's stipulations.

Action is at the discretion of City Council.

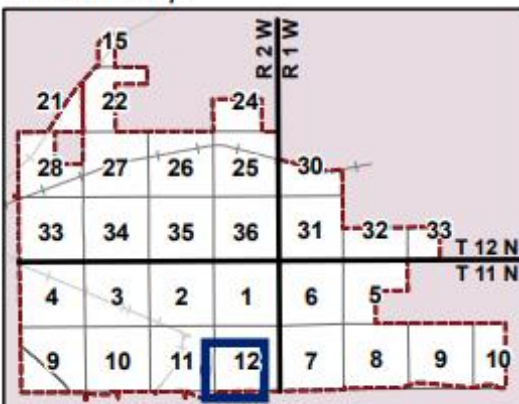
Action Required: Approve or reject the ordinance to redistrict to PUD, Planned Unit Development governed by R-HD, High Density Residential & C-3, Community Commercial, and a resolution to amend the Comprehensive Plan to HDR, High Density Residential for the property as noted herein, subject to the staff comments and recommendations as found in the May 24th, 2022 agenda packet and made a part of PC-2113 file.

Billy Harless
Community Development Director

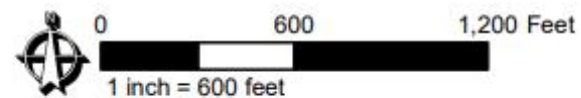
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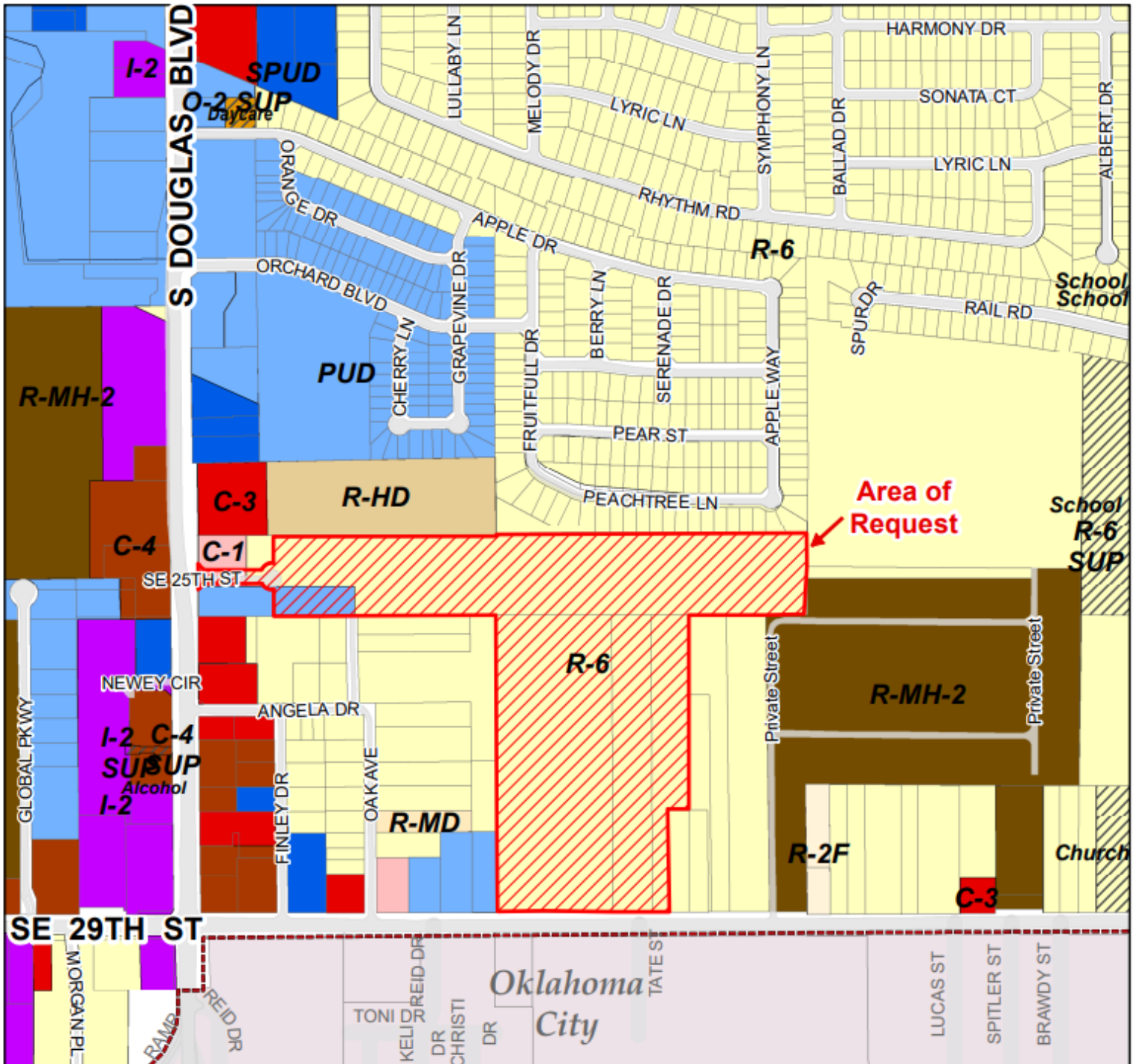
Locator Map



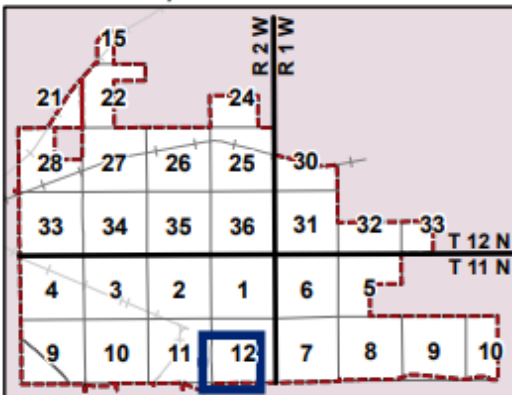
12/2021 NEARMAP AERIAL VIEW FOR PC-2113 (SW/4, Sec. 12, T11N, R2W)



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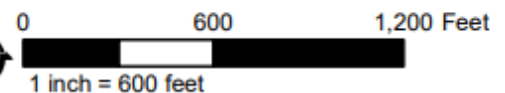
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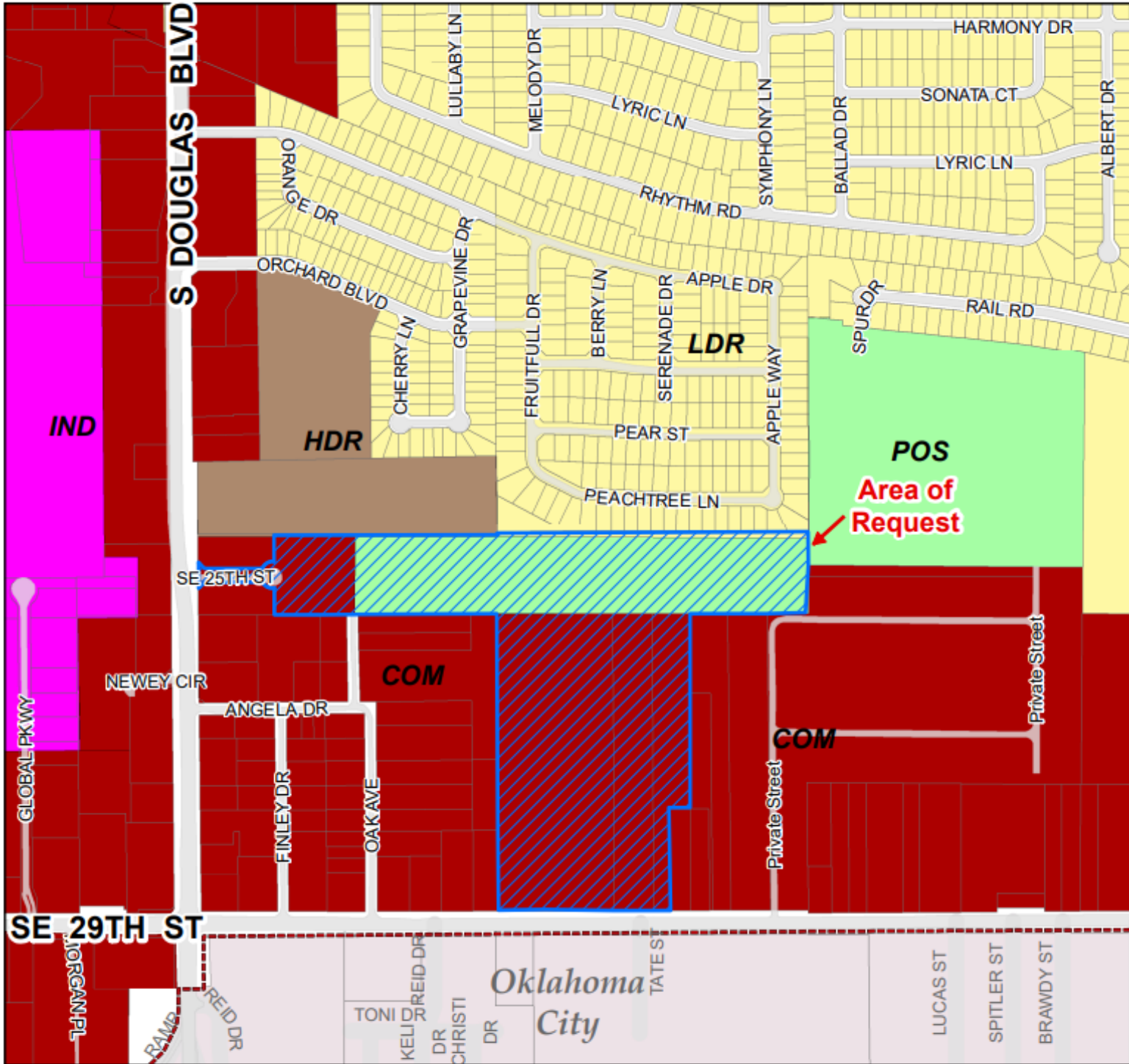
Current Zoning Legend

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

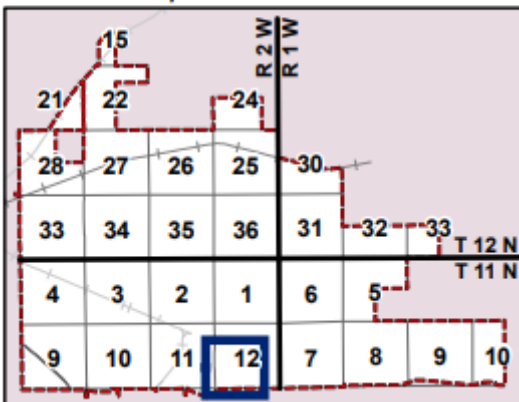
**ZONING MAP FOR
PC-2113
(SW/4, Sec. 12, T11N, R2W)**



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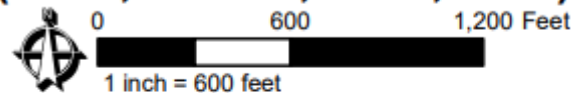
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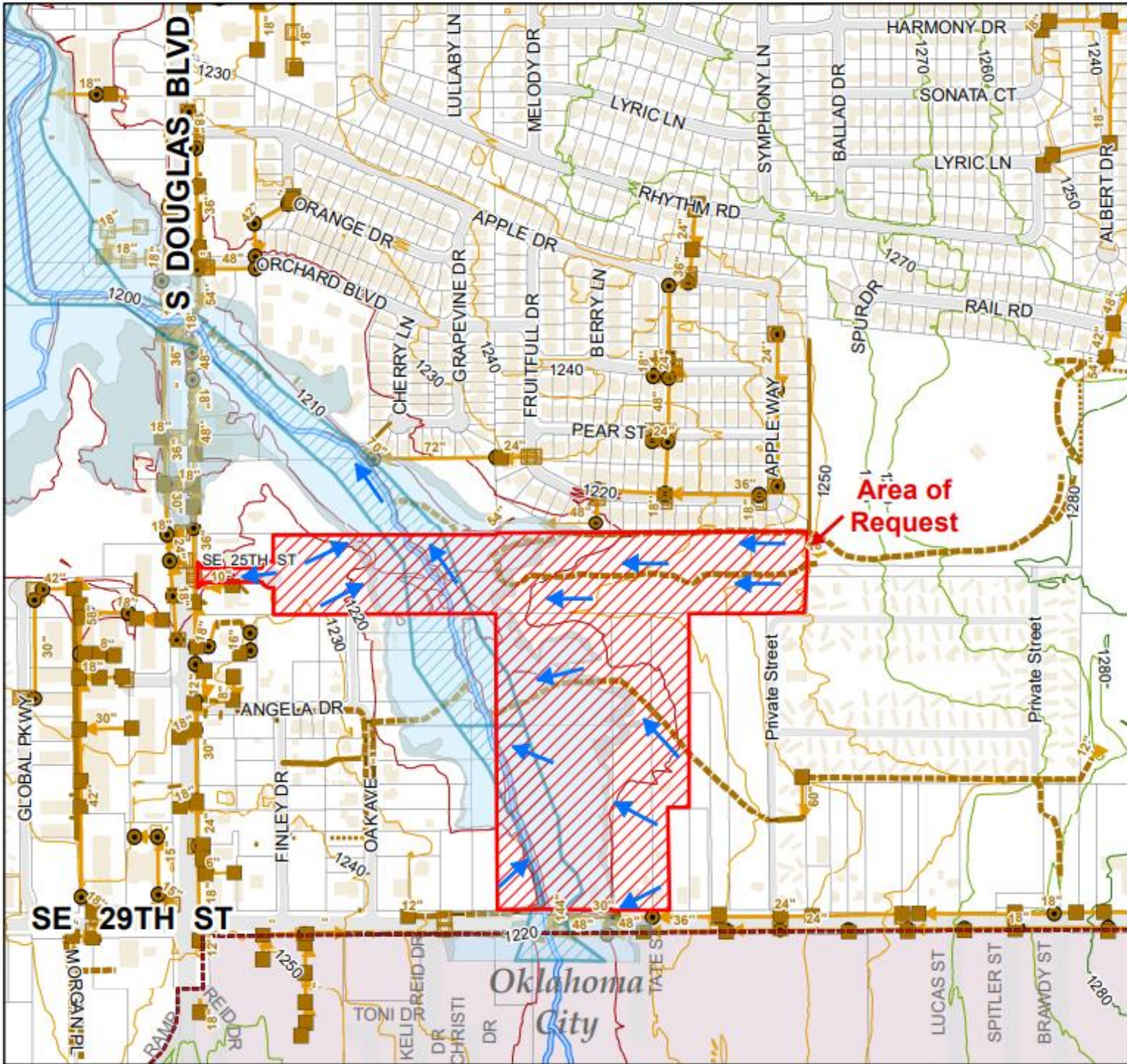
Future Land Use Legend

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

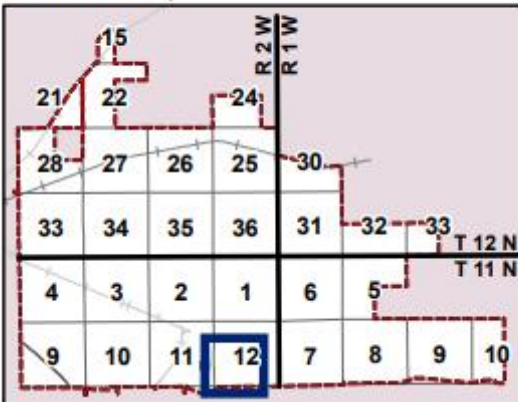
**FUTURE LAND USE
MAP FOR
PC-2113
(SW/4, Sec. 12, T11N, R2W)**



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



Locator Map



- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1186-1204 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-2113
(SW/4, Sec. 12, T11N, R2W)

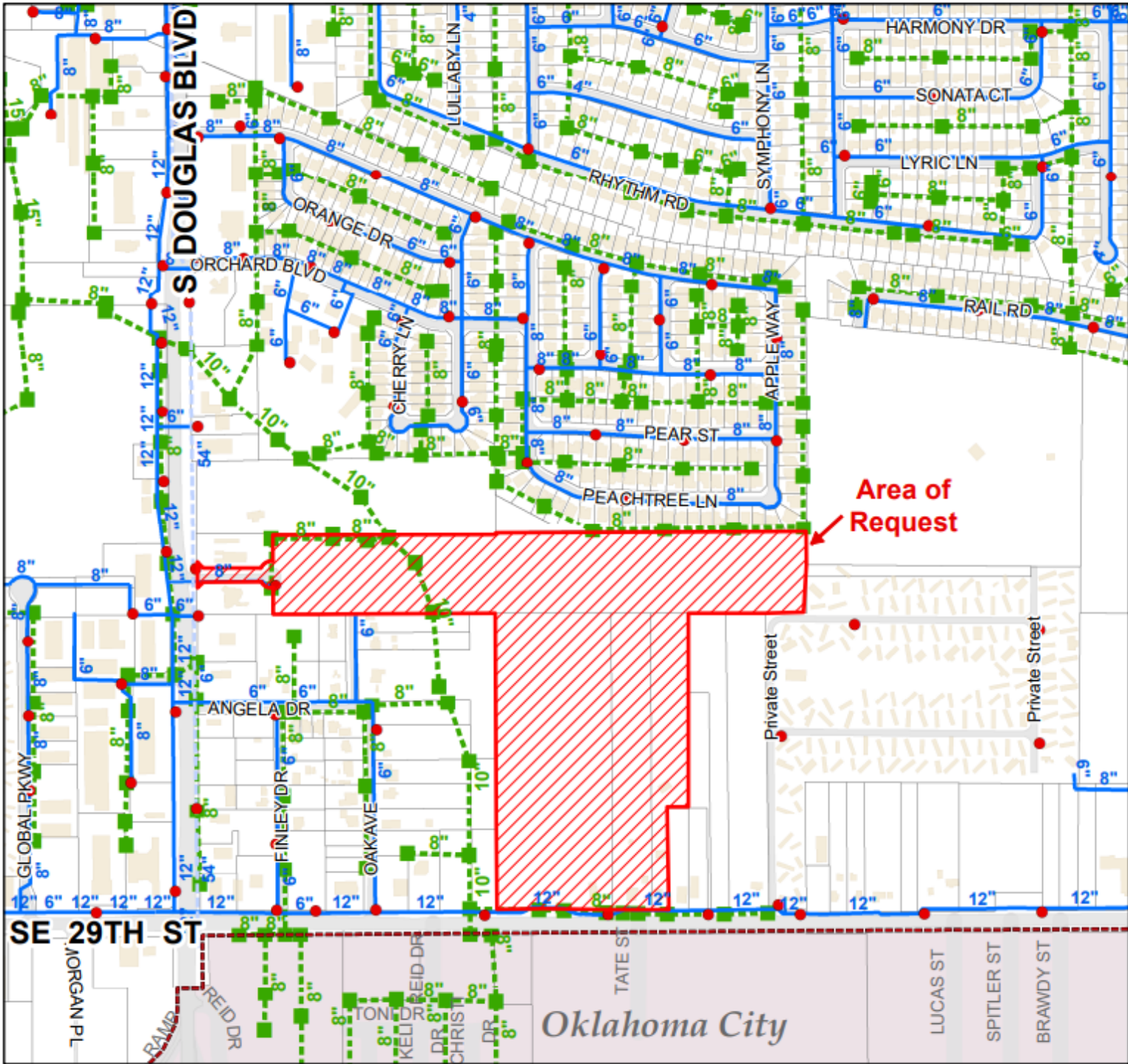
0 600 1,200 Feet

1 inch = 600 feet

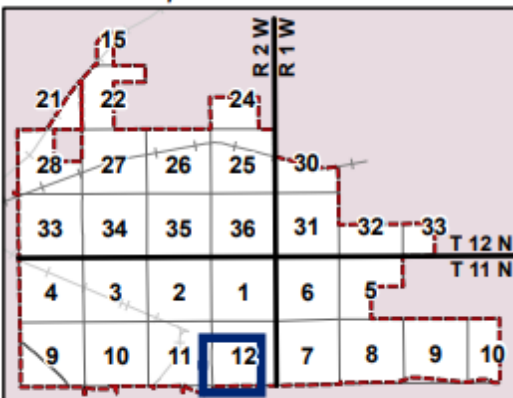
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Community Development / Information Technology



Locator Map



Water/Sewer Legend

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

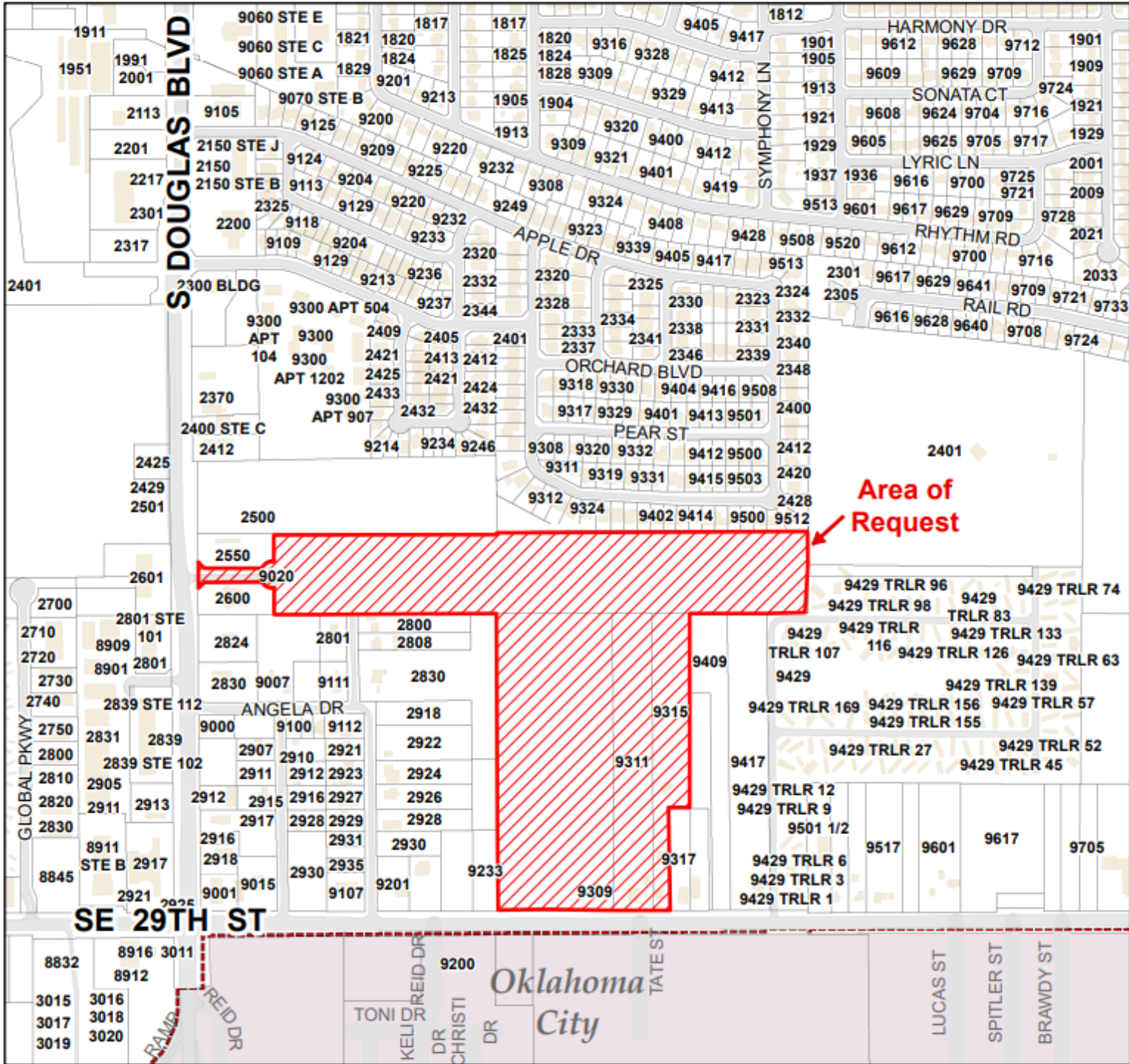
**WATER/SEWER LINE
LOCATION MAP FOR
PC-2113
(SW/4, Sec. 12, T11N, R2W)**



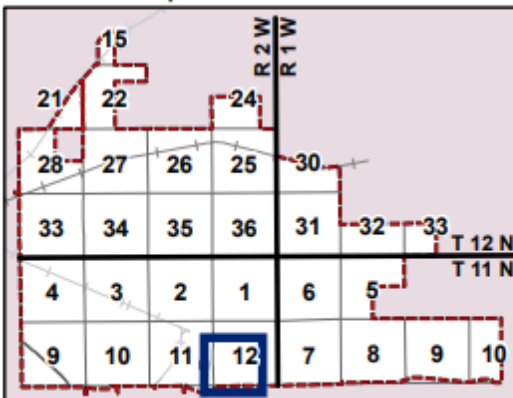
0 600 1,200 Feet

1 inch = 600 feet






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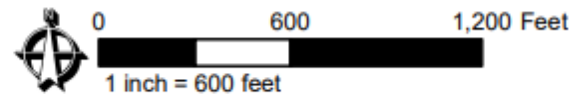
Locator Map



General Map Legend

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

**GENERAL MAP FOR
PC-2113
(SW/4, Sec. 12, T11N, R2W)**



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

2 ORDINANCE NO. _____

3 AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY
4 DESCRIBED IN THIS ORDINANCE TO PUD, PLANNED UNIT DEVELOPMENT AND
5 DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO RE-
6 FLECT THE RECLASSIFICATION OF THE PROPERTY'S ZONING DISTRICT; AND
7 PROVIDING FOR REPEALER AND SEVERABILITY

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

9 ORDINANCE

10 SECTION 1. That the zoning district of the following described property is hereby reclassified
11 to PUD, Planned Unit Development, subject to the conditions contained in the PC-2113 file, and
12 that the official Zoning District Map shall be amended to reflect the reclassification of the prop-
13 erty's zoning district as specified in this ordinance:

14 Tract 1

15 A part of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section Nine
16 (9), Township Eleven (11) North, Range One (1) West of the Indian Meridian,
17 Oklahoma County, Oklahoma, lying South of the Oklahoma City, Ada Atoka
18 Railroad right-of-way more particularly described as follows:
19 Beginning at a point on the South line of said SW/4 that is 730.75 feet West of the
20 Southeast corner of said SW/4 SW/4;
21 Thence West along said South line to a point that is 346.10 feet East of the Southwest
22 corner of said SW/4;
23 Thence North and parallel with the West line of said SW/4 a distance of 327.90 feet to a
24 point on the Southerly right-of-way line of the Oklahoma City, Ada & Atoka Railroad;
25 Thence Northeasterly along the Southerly right-of-way line to a point that is 730.75 feet
26 West of the East line of said SW/4 SW/4;
27 Thence South a distance of 424 feet to the South line of said SW/4 being the point or
28 place of beginning.

29 And,

30 A part of the Southwest Quarter (SW/4) of Section Nine (9), Township Eleven (11)
31 North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, being
32 more particularly described as follows:
33 Beginning at the Southwest corner of the SW/4 of said Section 9;
34 Thence N. 00° 10'19" W., along the West line of the SW/4 of said Section 9, a distance of
35 394.52 feet to the North Right-of-way line of the abandoned O.C.A.&A. Railroad;
36 Thence N. 70°30'24" E., along the North Right-of-way line of said O.C.A.&A. Railroad, a
distance of 261.05 feet;
Thence S. 19° 29'36" E., along the North Right-of-way line, a distance of 50.00 feet to a
point in a curve; thence Northeasterly along the said North Right-of-way line on a curve
to the right having a radius of 1996.11 feet: and whose chord bears N. 75° 32'36" E., an
arc distance of 338.83 feet to a point that is 590.80 feet East of the West line of the SW/4
of said Section 9;
Thence S. 00°10'19" E., and parallel to the West line of the SW/4 of said Section 9, a dis-
tance of 101.48 feet to the South Right-of-way line of the abandoned O.C.A.&A. Rail-
road;
Thence Southwesterly along the said South Right-of-way line on a curve to the left hav-
ing a radius of 1896.11 feet and whose chord bears S. 75°58'24" W., an arc distance of
252.28 feet; thence S. 00°10'19" E., and parallel to the West line of the SW/4 of said Sec-
tion 9, a distance of 361.46 feet to the South line of the SW/4 of said Section 9; Thence
N. 89°09'40" W., along the South line of the SW/4 of said Section 9, a distance of 346.10
feet to the point or place of beginning.

The East 200 feet of the West 1000 feet of Block Two (2) in SOUTH SIDE ADDITION
to Marion, Oklahoma, Oklahoma County, Oklahoma, being more particularly described

1 as follows:

2 Beginning at a point 33 feet North and 800 feet East of the Southwest corner of Southeast
3 Quarter (SE/4) of Section Twelve (12), Township Eleven (11) North, Range Two (2)
4 West of the Indian Meridian, Oklahoma County, Oklahoma; thence North and parallel to
5 the West line of said Quarter Section 525.1 0 feet to the Section line of said Block 2,
6 SOUTH SIDE ADDITION to Marion, Oklahoma; thence Easterly along said North line
7 200 feet; thence South and parallel with the West line of said Quarter Section 523.80 feet
8 to the South line of said Block 2; thence Westerly along said South line 200 feet to the
9 point of beginning;

7 And,

8 The East 150 feet of the West 800 feet of Block Two (2), in SOUTH SIDE ADDITION to
9 Marion Oklahoma, Oklahoma County, Oklahoma, according to the recorded plat thereof.

10 Tract 3

11 A part of the North Half (N/2) of the Southwest Quarter (SW/4) of Section Twelve (12)
12 Township Eleven (11) North, Range Two (2) West of the Indian Meridian. Oklahoma
13 County, Oklahoma. more particularly described as follows:

13 COMMENCING at the Southwest corner of said Section 12,
14 Thence N 00°00'00" E on the West line of said section a distance of 1428.99 feet, Thence
15 S 89°53'03" E a distance of 60.00 feet to the POINT OF BEGINNING; THENCE N
16 00°00'00" E a distance of 100.00 feet;
17 Thence S 44°56'32" E a distance of 35.39 feet;
18 Thence S 89°53'03" E a distance of 245.00 feet;
19 Thence Northeasterly on a curve to the right with a radius of 50.00 feet a distance of
20 59.08 feet. (chord bearing = N 63°50'59" E, chord distance = 55. 70 feet);
21 Thence N 00°00'00" E a distance of 115.34 feet;
22 Thence S 89°53'03" E a distance of 2243.82 feet;
23 Thence S 00°06'15" E a distance of 329.98 feet;
24 Thence N 89° 53'03" W a distance of 2244.42 feet;
25 Thence N00° 00'00"E a distance of 115.54 feet;
26 Thence Northwesterly on a curve to the right with a radius of 50.00 feet a distance of
27 59.08 feet (chord bearing = N 63°50'59" W, chord distance=55.70 feet);
28 Thence N 89°53'03' W a distance of 245.00 feet;
29 Thence S 45°03'28" W a distance of 35.32 feet to the point of beginning. Said tract being
30 subject to the following described 50 foot private road way and public utility easement:
31 Commencing at the Southwest corner of said Section 12,
32 Thence N 00°00'00" E on the West line of said section a distance of 1428.99 feet, Thence
33 S 89°53'03" E a distance of 60.00 feet to the Point of Beginning;
34 Thence N 00°00'00" E a distance of 100. 00 feet;
35 Thence S 44 °56'32" E a distance of 35.39 feet;
36 Thence S 89°53'03" E a distance of 245.00 feet;
Thence Northeasterly on a curve to the right with a radius of 50.00 feet a distance of
261.80 feet (chord bearing = S 00°00'00" W, chord distance = 50.00 feet);
Thence N 89°53'03" W a distance of 245.00 feet; THENCE S 45°03'28" W a distance of
35.32 feet to the point of beginning.

31 **SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are here-
32 by repealed.

33 **SECTION 3. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is
34 for any reason held to be invalid, such decision shall not affect the validity of the remaining por-
35 tions of the ordinance.
36

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PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
on the _____ day of _____, 2022.

THE CITY OF MIDWEST CITY, OKLA-
HOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

DONALD MAISCH, City Attorney

RESOLUTION NO. 2022-_____

A RESOLUTION AMENDING THE 2008 COMPREHENSIVE PLAN MAP CLASSIFICATION FROM POS, PARKS AND OPEN SPACE, AND OR, OFFICE/RETAIL TO HDR, HIGH DENSITY RESIDENTIAL FOR THE PROPERTY DESCRIBED IN THIS RESOLUTION WITHIN THE CITY OF MIDWEST CITY, OKLAHOMA.

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

A part of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section Nine (9), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, lying South of the Oklahoma City, Ada Atoka Railroad right-of-way more particularly described as follows:

Beginning at a point on the South line of said SW/4 that is 730.75 feet West of the Southeast corner of said SW/4 SW/4;

Thence West along said South line to a point that is 346.10 feet East of the Southwest corner of said SW/4;

Thence North and parallel with the West line of said SW/4 a distance of 327.90 feet to a point on the Southerly right-of-way line of the Oklahoma City, Ada & Atoka Railroad;

Thence Northeasterly along the Southerly right-of-way line to a point that is 730.75 feet West of the East line of said SW/4 SW/4;

Thence South a distance of 424 feet to the South line of said SW/4 being the point or place of beginning.

And,

A part of the Southwest Quarter (SW/4) of Section Nine (9), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Beginning at the Southwest corner of the SW/4 of said Section 9;

Thence N. 00° 10'19" W., along the West line of the SW/4 of said Section 9, a distance of 394.52 feet to the North Right-of-way line of the abandoned O.C.A.&A. Railroad;

Thence N. 70°30'24" E., along the North Right-of-way line of said O.C.A.&A. Railroad, a distance of 261.05 feet;

Thence S. 19° 29'36" E., along the North Right-of-way line, a distance of 50.00 feet to a point in a curve; thence Northeasterly along the said North Right-of-way line on a curve to the right having a radius of 1996.11 feet: and whose chord bears N. 75° 32'36" E., an arc distance of 338.83 feet to a point that is 590.80 feet East of the West line of the SW/4 of said Section 9;

Thence S. 00°10'19" E., and parallel to the West line of the SW/4 of said Section 9, a distance of 101.48 feet to the South Right-of-way line of the abandoned O.C.A.&A. Railroad;

Thence Southwesterly along the said South Right-of-way line on a curve to the left having a radius of 1896.11 feet and whose chord bears S. 75°58'24" W., an arc distance of 252.28 feet; thence S. 00°10'19" E., and parallel to the West line of the SW/4 of said Section 9, a distance of 361.46 feet to the South line of the SW/4 of said Section 9;

Thence N. 89°09'40" W., along the South line of the SW/4 of said Section 9, a distance of 346.10 feet to the point or place of beginning.

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

WHEREAS, the 2008 Comprehensive Plan Map of Midwest City, Oklahoma shows the following described property identified as Parks and Open Space:

The East 200 feet of the West 1000 feet of Block Two (2) in SOUTH SIDE ADDITION to Marion, Oklahoma, Oklahoma County, Oklahoma, being more particularly described as follows:

Beginning at a point 33 feet North and 800 feet East of the Southwest corner of Southeast Quarter (SE/4) of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma;

Thence North and parallel to the West line of said Quarter Section 525.10 feet to the Section line of said Block 2, SOUTH SIDE ADDITION to Marion, Oklahoma;

Thence Easterly along said North line 200 feet; thence South and parallel with the West line of said Quarter Section 523.80 feet to the South line of said Block 2;

Thence Westerly along said South line 200 feet to the point of beginning;

And,

The East 150 feet of the West 800 feet of Block Two (2), in SOUTH SIDE ADDITION to Marion Oklahoma, Oklahoma County, Oklahoma, according to the recorded plat thereof.

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

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

That the classification of above described property located in Midwest City, Oklahoma is hereby changed to Office/Retail on the 2008 Comprehensive Plan Map.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2022.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

DONALD MAISCH, City Attorney



City Attorney, Donald D. Maisch

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

MEMORANDUM

To: Mayor and City Council

From: Don Maisch, City Attorney

RE: Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 3 Advertising, Article II, License, Sections 3-16, Required; Application; 3-17, Fee; 3-18; Expiration; prorating; transfer; signing; seal; Chapter 9, Buildings and Building Regulations; Article VII, Sign Regulations; Section 9-382, Definitions; and providing for a repealer and severability.

Date: May 24, 2022

The proposed changes would repeal and reserve Sections 3-16, 3-17 and 3-18 that have not been used or amended since 1972. Chapter 3 covered advertising issues and permits. Most of the items covered in these three sections have now been enforced through the sign ordinances in Chapter 9. There is an amendment and addition to the definition of the term “sign” in 9-382, to ensure that everything that was covered in Sections 3-16, 3-17 and 3-18 are now covered in the sign ordinances.

The Ordinance Review Committee recommended these amendments for approval.

Approval is at the pleasure of the City Council.

Respectfully submitted,

Donald D. Maisch
City Attorney

1
2 All licenses required by this article, except as otherwise provided, shall expire on the last
3 day of December following issuance; provided that all licenses that are issued for six (6) months
4 shall expire on the last days of June and December after same are issued. No license shall be
5 issued until the amount prescribed therefor shall have been paid to the city clerk, and no license
6 shall in any case be prorated, returned to or transferred from person to person. Licenses shall be
7 signed by the city clerk and the clerk shall affix the corporate seal of the city thereto.
8

9 **Section 4.** That the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations,
10 Article VII, Sign Regulations, Section 9-382, Definitions; is hereby amended as follows:
11

12 Section 9-382, Definitions.
13

14 As used in this Code, the following terms shall have the indicated definitions:
15

16 *"A" frame sign:* A sign, ordinarily in the shape of an "A" or some variation thereof,
17 located on the ground, easily moveable, not permanently attached and usually two (2) sided.

18 *Automatic, changing sign:* An electronically or electrically controlled sign that automatically
19 changes the visible message copy on a preprogrammed cycle through the use of illumination.

20 *Awning:* Any structure made of a lightweight material attached to a building and projecting over
21 a walkway.
22

23 *Banner:* A sign printed or displayed on cloth, fabric or other flexible material, with or
24 without frames.
25

26 *Billboard:* A sign upon which advertising or other message may be posted, painted,
27 pasted or affixed, and which directs attention to a business, organization, event, person, place,
28 commodity, service or entertainment conducted, sold, located, manufactured, used or offered at
29 a location other than the premises on which the sign is located.
30

31 *Bulletin board sign:* A sign that indicates the name of a governmental, religious,
32 educational or other noncommercial institution on whose premises it is located, and which may
33 contain the names of individuals connected with it and general announcements of events or
34 activities occurring at the institution, or similar messages not advertising a specific product or
35 business service.
36

37 *Canopy:* A fixed shelter of any material and of any length projecting from a building and
38 supported by columns or posts from the ground, or a freestanding shelter supported by columns
39 or posts from the ground.
40

41 *Changeable copy sign:* A permanent ground or pole sign consisting of nonstructural
42 panels or individual message elements such as letters, numbers or symbols that are designed and
43 intended for manual replacement or alteration after the sign is erected.
44

45 *Civic center:* An area described as a part of the west one-half (W $\frac{1}{2}$) of the southwest
46 quarter (SW $\frac{1}{4}$) of Section 35, Township 12 North, Range 2 West of the Indian Meridian,

1 Oklahoma County, Oklahoma, beginning at a point fifty (50) feet north and fifty (50) feet east
2 of the southwest corner of said section, north 758.33 feet, thence east 1,267.98 feet, thence south
3 758.33 feet, thence west to the point of beginning.
4

5 *Commercial temporary sign:* A temporary sign that is not a noncommercial temporary
6 sign and that identifies, advertises or directs attention to a business or is intended to induce
7 purchase of a good, property or service including, without limitation, any sign naming a brand
8 of good or service.
9

10 *Construction sign:* A sign identifying a construction project erected on the premises
11 where construction is taking place, during the period of such construction, and containing
12 information pertinent to the construction project such as the names of the architects, engineers,
13 landscape architects, contractors or similar artisans, and the owners, lending institutions and
14 other parties having a role or interest in the structure or project.
15

16 *Decoration:* Illustration, symbol, flag, streamer, bunting, wreath, figure, insignia or other
17 devices employed to express and/or illustrate a message or patriotic holiday or seasonal
18 character.
19

20 *Deteriorated sign:* A permanent sign that is partially dilapidated or in need of repair.
21

22 *Directional sign:* A sign that directs the movement or placement of pedestrian or
23 vehicular traffic on the premises where the sign is located.

24 *Display surface:* The surface of a sign upon, against or through which the message is displayed
25 or illustrated.
26

27 *Display surface area:* The net geometric area enclosed by the display surface of the sign
28 including the outer extremities of all letters, figures, characters and delineations; provided,
29 however, display surface area shall not include the structural supports for freestanding signs if
30 the structural supports are so arranged so as not to become a part of the attention-attracting aspect
31 of the sign; provided, further, that only one (1) face of a double-faced sign as defined herein
32 shall be considered in determining the display surface area.
33

34 *Double-faced sign:* Any sign that has more than one (1) display surface.
35

36 *Erect:* To build, attach, hang, place, suspend, affix, construct or allow to be constructed,
37 including the painting of wall signs.
38

39 *Flashing sign:* An illuminated sign, other than an automatic, changing sign, on which
40 artificial or reflected light is not maintained stationary and constant in light intensity and color
41 at all times when in use.
42

43 *Freestanding sign:* Any sign that is attached to or a part of a completely self-supporting
44 structure that is not attached to any building or any other structure and is anchored firmly to or
45 below the ground surface (see ground sign and pole sign).
46

1 *Frontage:* The area between the boundary lines of a lot or parcel of land along the street
2 right-of-way.

3
4 *Ground sign:* A freestanding sign that is secured to a fixed base, usually at ground level
5 or a slight elevation above ground, rather than being pole-mounted.

6
7 *Identification nameplate:* A wall sign giving any combination of the name, address, and
8 recognized symbol or logo of a building, business or establishment that is attached to and flat
9 against the wall of a building.

10
11 *Illegal sign:* Any sign that in any manner does not conform to all of the requirements of
12 this Code.

13
14 *Illuminated sign:* Any sign that has characters, letters, figures, designs or outlines
15 illuminated by electric lights or luminous tubes whether such sources of illumination are a part
16 of the sign or not.

17
18 *Illumination:* Lighting from a source concealed or contained within a sign which
19 becomes visible through a translucent surface or lighting performed by spotlights or other
20 lighting devices that are not a part of the sign display surface including those lighting devices
21 that are extended from the sign by means of a rod or rods from which the illumination is directed
22 toward the display surface area of the sign.

23
24 *Marquee:* A permanent roof-like structure projecting beyond a building wall at an
25 entrance to a building or extending along and projecting beyond the building's wall and generally
26 designed and constructed to provide protection against the weather.

27
28 *Memorial sign:* A sign, tablet or plaque commemorating a person, event, structure or site.

29
30 *Noncombustible:* Any material that does not ignite below twelve hundred (1,200) degrees
31 Fahrenheit or disintegrate, melt or give off toxic odor or fumes.

32
33 *Noncommercial temporary sign:* A temporary sign that in no way identifies, advertises
34 or directs attention to a business, good, property or service, or is intended to induce purchase of
35 a good, property or service, or portrays or symbolizes a good, property or service especially but,
36 without limitation, a brand or trade name, an identifiable container shape or a trademark.

37
38 *Nonconforming sign:* A sign that was lawfully erected, altered, moved or maintained
39 under previous ordinances of the city but does not conform to the provisions of this article.

40
41 *Owner:* The fee owner of a sign, the lessee of the sign, the fee holder of the property
42 upon which the sign is located, the leaseholder of such property or the individual, person or
43 business who has purchased the copy on a sign, or the agent of any of the listed entities.

44

1 *Parcel:* A contiguous area of land described in a single description in a deed or as one of
2 a number of lots on a plat; separately owned, either publicly or privately; and capable of being
3 separately conveyed.
4

5 *Permanent sign:* A sign that, by its construction and made of such materials, is intended
6 to remain erected and in use for an extended period of time.
7

8 *Pole cover:* A decorative covering constructed of materials that are attractive,
9 aesthetically pleasing and architecturally consistent with the sign and/or the main building on
10 the premises, built the full length of and entirely surrounding the freestanding poles on which
11 the sign is mounted.
12

13 *Pole sign:* A freestanding sign that is mounted on one (1) or more freestanding poles or
14 other supports.
15

16 *Political sign:* A sign announcing or supporting one (1) or more political candidates or
17 issues in connection with any national, state, county or local election.
18

19 *Portable sign:* A sign, whether mounted on a chassis with tires or wheels for transport
20 from one place to another, designed to be movable from one location to another and not
21 permanently attached to the ground or to any immobile structure, the primary function of which
22 is to provide advertisement of products or services in connection with a business or activity
23 located on the same site as the portable sign or elsewhere.
24

25 *Projecting sign:* A sign, other than a banner, that is attached to, and is wholly or partially
26 dependent upon a building for support and that extends beyond the line of the building or beyond
27 the surface of that portion of the building to which it is attached.
28

29 *Public use or public service sign:* A sign of a governmental or noncommercial nature
30 including public transit and public utility information signs, traffic control signs and any other
31 sign erected by a public officer in the performance of a public duty.
32

33 *Real estate sign:* A temporary sign pertaining to the sale or lease of a parcel or tract of
34 land or to the sale or lease of one (1) or more structures.
35

36 *Roof sign:* A sign that is erected, constructed and maintained wholly upon or over the
37 roof of any building with the principal support of the sign on the roof structure.
38

39 *Setback:* A distance measured horizontally from, and perpendicular to, the right-of-way
40 line of a street or a property line to the nearest edge of the sign.
41

42 *Sight triangle:* As defined by subsections 4.8.3(a) and (b) of appendix A of this Code.
43

44 *Sign:* Any object, announcement, declaration, demonstration, display, illustration,
45 insignia, device, display or structure or part thereof situated outdoors in view of the general
46 public that is used to advertise, identify, promote, display, direct or attract attention to or promote

1 the interest of an object, person, institution, corporation, organization, business, product, service,
2 event or location by any means including words, letters, figures, designs, symbols, fixtures,
3 colors, motion, illumination or projected images, whether illuminated or not, including, but not
4 limited to, every billboard, wall sign, roof sign, projecting sign, ground sign, pole sign, window
5 sign, changeable copy sign, temporary sign, portable sign, commercial bills, commercial posters,
6 commercial pictures, commercial lithographs, commercial maps, commercial plats, commercial
7 samples or other commercial devices or advertisements of any kind or any other attention-getting
8 device or other display whether affixed to a building or separate from a building.

9
10 *Sign contractor:* Any person, firm, partnership, association or corporation involved in
11 the installation, repair, alteration or service of any electric sign, ~~and~~ all permanent or temporary
12 signs involving structural requirements of the building code and/or electrical requirements of the
13 electric code and/or billposting.

14
15 *Structure:* Anything built or constructed whether or not permanently attached to the
16 ground.

17
18 *Subdivision construction sign:* An on-premises sign with a display surface area of fifty
19 (50) square feet or less containing information about a particular subdivision as a whole, which
20 information may include, but may not be limited to, the location, price range and/or amenities
21 of the subdivision.

22
23 *Swinging sign:* A sign, all or part of which is animated, revolves, swings or is otherwise
24 designed to move by mechanical means or by the force of the wind.

25
26 *Temporary sign:* Any sign, either commercial or noncommercial, that is not a permanent
27 sign which may include, but shall not be limited to, a balloon or other inflatable, banner, thirty
28 (30) feet or shorter section of pennant and/or valance, or any other advertising display.

29
30 *Temporary sign setback:* A twelve-foot distance measured horizontally from, and
31 perpendicular to, the curb or, where there is no curb, other discernible edge of the street or road.

32
33 *Vacant sign:* A sign that pertains to a building or is on a parcel of land that:

- 34
35 (1) Has been unoccupied for a period of six (6) consecutive months; or
36 (2) Refers to a business, product, service, event or purpose that has been
37 inapplicable for three (3) consecutive months or is no longer provided on the premises
38 where the sign is located; or
39 (3) Identifies a time, event or purpose that has passed or no longer applies; or
40 (4) In the case of a billboard, is vacant of copy or that advertises an
41 establishment, good or service that no longer exists.

42
43 *Wall sign:* Any sign painted on or attached to and erected parallel to the face of, or erected
44 and confined within the limits of, the outside wall of any building and supported by such wall or
45 building; and which displays only one (1) advertising surface including awning and canopy,
46 identification, marquee, module and projecting signs.

1
2 *Window display:* Any sign placed inside a structure on a window.
3

4
5 **Section 2.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
6 repealed.
7

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

12 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
13 Oklahoma, this _____ day of _____, 2022.
14

15 **THE CITY OF MIDWEST CITY, OKLAHOMA**
16

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

21 ATTEST:
22

23
24 _____
25 SARA HANCOCK, City Clerk
26

27
28 Approved as to form and legality this _____ day of _____, 2022.
29

30
31 _____
32 DONALD D. MAISCH, City Attorney

1
2 *Billboard:* A sign upon which advertising or other message may be posted, painted,
3 pasted or affixed, and which directs attention to a business, organization, event, person, place,
4 commodity, service or entertainment conducted, sold, located, manufactured, used or offered at
5 a location other than the premises on which the sign is located.
6

7 *Bulletin board sign:* A sign that indicates the name of a governmental, religious,
8 educational or other noncommercial institution on whose premises it is located, and which may
9 contain the names of individuals connected with it and general announcements of events or
10 activities occurring at the institution, or similar messages not advertising a specific product or
11 business service.
12

13 *Canopy:* A fixed shelter of any material and of any length projecting from a building and
14 supported by columns or posts from the ground, or a freestanding shelter supported by columns
15 or posts from the ground.
16

17 *Changeable copy sign:* A permanent ground or pole sign consisting of nonstructural
18 panels or individual message elements such as letters, numbers or symbols that are designed and
19 intended for manual replacement or alteration after the sign is erected.
20

21 *Civic center:* An area described as a part of the west one-half (W $\frac{1}{2}$) of the southwest
22 quarter (SW $\frac{1}{4}$) of Section 35, Township 12 North, Range 2 West of the Indian Meridian,
23 Oklahoma County, Oklahoma, beginning at a point fifty (50) feet north and fifty (50) feet east
24 of the southwest corner of said section, north 758.33 feet, thence east 1,267.98 feet, thence south
25 758.33 feet, thence west to the point of beginning.
26

27 *Commercial temporary sign:* A temporary sign that is not a noncommercial temporary
28 sign and that identifies, advertises or directs attention to a business or is intended to induce
29 purchase of a good, property or service including, without limitation, any sign naming a brand
30 of good or service.
31

32 *Construction sign:* A sign identifying a construction project erected on the premises
33 where construction is taking place, during the period of such construction, and containing
34 information pertinent to the construction project such as the names of the architects, engineers,
35 landscape architects, contractors or similar artisans, and the owners, lending institutions and
36 other parties having a role or interest in the structure or project.
37

38 *Decoration:* Illustration, symbol, flag, streamer, bunting, wreath, figure, insignia or other
39 devices employed to express and/or illustrate a message or patriotic holiday or seasonal
40 character.
41

42 *Deteriorated sign:* A permanent sign that is partially dilapidated or in need of repair.
43

44 *Directional sign:* A sign that directs the movement or placement of pedestrian or
45 vehicular traffic on the premises where the sign is located.

1 *Display surface:* The surface of a sign upon, against or through which the message is displayed
2 or illustrated.

3
4 *Display surface area:* The net geometric area enclosed by the display surface of the sign
5 including the outer extremities of all letters, figures, characters and delineations; provided,
6 however, display surface area shall not include the structural supports for freestanding signs if
7 the structural supports are so arranged so as not to become a part of the attention-attracting aspect
8 of the sign; provided, further, that only one (1) face of a double-faced sign as defined herein
9 shall be considered in determining the display surface area.

10
11 *Double-faced sign:* Any sign that has more than one (1) display surface.

12
13 *Erect:* To build, attach, hang, place, suspend, affix, construct or allow to be constructed,
14 including the painting of wall signs.

15
16 *Flashing sign:* An illuminated sign, other than an automatic, changing sign, on which
17 artificial or reflected light is not maintained stationary and constant in light intensity and color
18 at all times when in use.

19
20 *Freestanding sign:* Any sign that is attached to or a part of a completely self-supporting
21 structure that is not attached to any building or any other structure and is anchored firmly to or
22 below the ground surface (see ground sign and pole sign).

23
24 *Frontage:* The area between the boundary lines of a lot or parcel of land along the street
25 right-of-way.

26
27 *Ground sign:* A freestanding sign that is secured to a fixed base, usually at ground level
28 or a slight elevation above ground, rather than being pole-mounted.

29
30 *Identification nameplate:* A wall sign giving any combination of the name, address, and
31 recognized symbol or logo of a building, business or establishment that is attached to and flat
32 against the wall of a building.

33
34 *Illegal sign:* Any sign that in any manner does not conform to all of the requirements of
35 this Code.

36
37 *Illuminated sign:* Any sign that has characters, letters, figures, designs or outlines
38 illuminated by electric lights or luminous tubes whether such sources of illumination are a part
39 of the sign or not.

40
41 *Illumination:* Lighting from a source concealed or contained within a sign which
42 becomes visible through a translucent surface or lighting performed by spotlights or other
43 lighting devices that are not a part of the sign display surface including those lighting devices
44 that are extended from the sign by means of a rod or rods from which the illumination is directed
45 toward the display surface area of the sign.

46

1 *Marquee:* A permanent roof-like structure projecting beyond a building wall at an
2 entrance to a building or extending along and projecting beyond the building's wall and generally
3 designed and constructed to provide protection against the weather.
4

5 *Memorial sign:* A sign, tablet or plaque commemorating a person, event, structure or site.
6

7 *Noncombustible:* Any material that does not ignite below twelve hundred (1,200) degrees
8 Fahrenheit or disintegrate, melt or give off toxic odor or fumes.
9

10 *Noncommercial temporary sign:* A temporary sign that in no way identifies, advertises
11 or directs attention to a business, good, property or service, or is intended to induce purchase of
12 a good, property or service, or portrays or symbolizes a good, property or service especially but,
13 without limitation, a brand or trade name, an identifiable container shape or a trademark.
14

15 *Nonconforming sign:* A sign that was lawfully erected, altered, moved or maintained
16 under previous ordinances of the city but does not conform to the provisions of this article.
17

18 *Owner:* The fee owner of a sign, the lessee of the sign, the fee holder of the property
19 upon which the sign is located, the leaseholder of such property or the individual, person or
20 business who has purchased the copy on a sign, or the agent of any of the listed entities.
21

22 *Parcel:* A contiguous area of land described in a single description in a deed or as one of
23 a number of lots on a plat; separately owned, either publicly or privately; and capable of being
24 separately conveyed.
25

26 *Permanent sign:* A sign that, by its construction and made of such materials, is intended
27 to remain erected and in use for an extended period of time.
28

29 *Pole cover:* A decorative covering constructed of materials that are attractive,
30 aesthetically pleasing and architecturally consistent with the sign and/or the main building on
31 the premises, built the full length of and entirely surrounding the freestanding poles on which
32 the sign is mounted.
33

34 *Pole sign:* A freestanding sign that is mounted on one (1) or more freestanding poles or
35 other supports.
36

37 *Political sign:* A sign announcing or supporting one (1) or more political candidates or
38 issues in connection with any national, state, county or local election.
39

40 *Portable sign:* A sign, whether mounted on a chassis with tires or wheels for transport
41 from one place to another, designed to be movable from one location to another and not
42 permanently attached to the ground or to any immobile structure, the primary function of which
43 is to provide advertisement of products or services in connection with a business or activity
44 located on the same site as the portable sign or elsewhere.
45

1 *Projecting sign:* A sign, other than a banner, that is attached to, and is wholly or partially
2 dependent upon a building for support and that extends beyond the line of the building or beyond
3 the surface of that portion of the building to which it is attached.
4

5 *Public use or public service sign:* A sign of a governmental or noncommercial nature
6 including public transit and public utility information signs, traffic control signs and any other
7 sign erected by a public officer in the performance of a public duty.
8

9 *Real estate sign:* A temporary sign pertaining to the sale or lease of a parcel or tract of
10 land or to the sale or lease of one (1) or more structures.
11

12 *Roof sign:* A sign that is erected, constructed and maintained wholly upon or over the
13 roof of any building with the principal support of the sign on the roof structure.
14

15 *Setback:* A distance measured horizontally from, and perpendicular to, the right-of-way
16 line of a street or a property line to the nearest edge of the sign.
17

18 *Sight triangle:* As defined by subsections 4.8.3(a) and (b) of appendix A of this Code.
19

20 *Sign:* Any object, announcement, declaration, demonstration, display, illustration,
21 insignia, device, display or structure or part thereof situated outdoors in view of the general
22 public that is used to advertise, identify, promote, display, direct or attract attention to or promote
23 the interest of an object, person, institution, corporation, organization, business, product, service,
24 event or location by any means including words, letters, figures, designs, symbols, fixtures,
25 colors, motion, illumination or projected images, whether illuminated or not, including, but not
26 limited to, every billboard, wall sign, roof sign, projecting sign, ground sign, pole sign, window
27 sign, changeable copy sign, temporary sign, portable sign, commercial bills, commercial posters,
28 commercial pictures, commercial lithographs, commercial maps, commercial plats, commercial
29 samples or other commercial devices or advertisements of any kind or any other attention-getting
30 device or other display whether affixed to a building or separate from a building.
31

32 *Sign contractor:* Any person, firm, partnership, association or corporation involved in
33 the installation, repair, alteration or service of any electric sign, ~~and~~ all permanent or temporary
34 signs involving structural requirements of the building code and/or electrical requirements of the
35 electric code and/or billposting.
36

37 *Structure:* Anything built or constructed whether or not permanently attached to the
38 ground.
39

40 *Subdivision construction sign:* An on-premises sign with a display surface area of fifty
41 (50) square feet or less containing information about a particular subdivision as a whole, which
42 information may include, but may not be limited to, the location, price range and/or amenities
43 of the subdivision.
44

45 *Swinging sign:* A sign, all or part of which is animated, revolves, swings or is otherwise
46 designed to move by mechanical means or by the force of the wind.

1 _____

2 SARA HANCOCK, City Clerk

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

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8 _____

9 DONALD D. MAISCH, City Attorney



City Attorney, Donald D. Maisch

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

MEMORANDUM

To: Mayor and City Council

From: Donald D. Maisch, City Attorney

RE: Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code: Appendix A, Zoning Regulations; Section 6, Development Review Bodies; Part 6.3, Board of Adjustment; Subpart 6.3.2, Membership; and providing for repealer, and severability.

Date: May 24, 2022

The proposed amendment to Appendix A, Zoning Regulations, concerning the Board of Adjustment removes conflicting language, concerning whether Planning Commission members can serve on the Board of Adjustment simultaneously.

These amendments were recommended for approval by the Ordinance Review Committee.

Adoption is at the pleasure of the City Council.

Respectfully submitted,

Donald D, Maisch
City Attorney

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PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2022.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

DONALD D. MAISCH, City Attorney

1 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
2 Oklahoma, this _____ day of _____, 2021.

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THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

10 ATTEST:

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SARA HANCOCK, City Clerk

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17 Approved as to form and legality this _____ day of _____, 2021.

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DONALD D. MAISCH, City Attorney

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PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2022.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

DONALD D. MAISCH, City Attorney

1 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
2 Oklahoma, this _____ day of _____, 2021.

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THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

10 ATTEST:

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13

SARA HANCOCK, City Clerk

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17 Approved as to form and legality this _____ day of _____, 2021.

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20

DONALD D. MAISCH, City Attorney

21



City Attorney, Donald D. Maisch

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

MEMORANDUM

To: Mayor and City Council

From: Don Maisch, City Attorney

RE: Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations, Article II, Builder's Advisory Board, Section 9-17, Members; and providing for a repealer and severability.

Date: May 24, 2022

The proposed amendment to Section 9-17 of the City of Midwest City municipal code removes ambiguous language and makes clear that either residents or individuals who are engaged in the building, construction or development businesses are eligible to serve on the Builder's Advisory Board.

These amendments were approved by the Ordinance Review Committee.

Adoption is at the pleasure of the City Council.

Respectfully submitted,

Donald D. Maisch
City Attorney

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THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

DONALD D. MAISCH, City Attorney

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THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

DONALD D. MAISCH, City Attorney



Public Works Administration

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

Public Works Director
pstreets@midwestcityok.org

(405) 739-1061

Memorandum

To: Honorable Mayor and City Council

From: R. Paul Streets, Public Works Director

Date: 24 May 2022

Subject: Discussion and consideration for adoption, including any possible amendment of, an ordinance amending the Midwest City Municipal Code, Chapter 18 Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-25, Container Required; Duty to Use; and providing for Repealer and Severability.

The proposed amendment to Chapter 18 Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-25, adds language allowing the city to help enforce the rules associated with curbside single-stream recycling. Previously, we did not have the ability to charge customers when they chose to use the recycling carts for trash disposal. The cost to dump the recycling cart as trash was not being recovered. Additionally, if someone continued to dump trash in their recycling cart we could not remove it.

This item was presented to the Ordinance Oversight Council Committee.

Action is at the discretion of the Council.

Respectfully,

R. Paul Streets
Public Works Director

Attached: Midwest City Ordinance Chapter 18 with Recommended Changes

1 may have paid for a replacement cart. All carts are to remain at the residence to which they are
2 assigned. It shall be unlawful and an offense for a person to be in possession of a cart without the
3 permission of the resident to which it is assigned. It is the responsibility of the resident to keep the
4 cart clean. At the request of the resident, carts can be cleaned by the city. Such cleaning shall be
5 performed for a twenty dollar (\$20.00) charge which shall be paid by the resident.
6

7 (c) All carts to be emptied, including recycling carts, shall be placed at the curblineline. Carts
8 are not to be obstructed from view, e.g., behind parked cars, behind hedges, etc. Carts
9 shall be placed for collection no earlier than 7:00 p.m. the day before the scheduled
10 collection and no later than 7:00 a.m. the day of scheduled collection. Parking shall
11 not be in front of or blocking access to a poly cart. The resident is required to return
12 the carts to their regular storage place within five (5) feet of the residential structure or
13 behind the front building line of the property by no later than 7:00 p.m. the day of
14 scheduled collection. Failure to return the carts by the stated time limitation above may
15 result in a fine as set forth in 1-15 of this code, assessed to the responsible party. A
16 twenty dollar (\$20.00) call back collection fee shall be charged to empty a cart and/or
17 pick up authorized items not at the curblineline prior to 7:00 a.m. the day of scheduled
18 collection. Any items that are not in compliance with subsection (d) below that are not
19 picked up during collection shall be removed from the curblineline by no later than 7:00
20 p.m. on the day of scheduled collection. Failure to remove such items not in compliance
21 with subsection (d) by 7:00 p.m. may result in a citation for violation of this Code.
22

23 (d) Residents may not place with the carts other types of containers for collection. Garbage
24 and refuse placed in refuse carts and recyclable materials placed in recycle carts will
25 be the only things that will be collected during a normal collection.
26

27 (e) Rollout service will be provided for the disabled. Any residence in which all the
28 residents are disabled may request rollout service be performed by the city. The director
29 shall determine the need for rollout service and to approve or disapprove requests. If
30 the director determines that a particular residence qualifies for rollout service, the city
31 will roll out, dump and return the carts at no extra charge.
32

33 (f) There will be a charge of twenty dollars (\$20.00) if a cart is picked up and returned for
34 nonpayment of a sanitation bill.
35

36 (g) Penalties for non-recyclable items being found in the recycling cart are as follows:
37

- 38 1. For the first offense the occupant of the residence, shall receive a courtesy call or
39 visit in order to provide educational resources.
- 40 2. For the second offense a charge of twenty dollars (\$20.00) to dump the recycling
41 cart's contents as trash will be added to the utility bill.
- 42 3. For the third offense there shall be a charge of twenty dollars (\$20.00) to dump the
43 recycling cart's contents as trash will be added to the utility bill and the recycling
44 cart shall be permanently removed.
45

1 Every offense will be documented by Public Works Department of The City of Midwest City. Any
2 appeal of the decision described herein must be submitted in writing to the Public Works Director.
3 The appeal must state with specificity why the resident believes the action taken by the Public
4 Works Department should be modified.

5
6 **Section 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby
7 repealed.
8

9 **Section 3. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is for
10 any reason held to be invalid, such decision shall not affect the validity of the remaining
11 provisions of the ordinance.
12

13 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
14 Oklahoma, this _____ day of _____, 2022.
15

16 THE CITY OF MIDWEST CITY, OKLAHOMA
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19 _____
20 MATTHEW D. DUKES, II, Mayor
21

22 ATTEST:
23

24 _____
25 SARA HANCOCK, City Clerk
26

27 Approved as to form and legality this _____ day of _____, 2022.
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31 DONALD D. MAISCH, City Attorney
32

1 may have paid for a replacement cart. All carts are to remain at the residence to which they are
2 assigned. It shall be unlawful and an offense for a person to be in possession of a cart without the
3 permission of the resident to which it is assigned. It is the responsibility of the resident to keep the
4 cart clean. At the request of the resident, carts can be cleaned by the city. Such cleaning shall be
5 performed for a twenty dollar (\$20.00) charge which shall be paid by the resident.
6

7 (c) All carts to be emptied, including recycling carts, shall be placed at the curblineline. Carts
8 are not to be obstructed from view, e.g., behind parked cars, behind hedges, etc. Carts
9 shall be placed for collection no earlier than 7:00 p.m. the day before the scheduled
10 collection and no later than 7:00 a.m. the day of scheduled collection. Parking shall
11 not be in front of or blocking access to a poly cart. The resident is required to return
12 the carts to their regular storage place within five (5) feet of the residential structure or
13 behind the front building line of the property by no later than 7:00 p.m. the day of
14 scheduled collection. Failure to return the carts by the stated time limitation above may
15 result in a fine as set forth in 1-15 of this code, assessed to the responsible party. A
16 twenty dollar (\$20.00) call back collection fee shall be charged to empty a cart and/or
17 pick up authorized items not at the curblineline prior to 7:00 a.m. the day of scheduled
18 collection. Any items that are not in compliance with subsection (d) below that are not
19 picked up during collection shall be removed from the curblineline by no later than 7:00
20 p.m. on the day of scheduled collection. Failure to remove such items not in compliance
21 with subsection (d) by 7:00 p.m. may result in a citation for violation of this Code.
22

23 (d) Residents may not place with the carts other types of containers for collection. Garbage
24 and refuse placed in refuse carts and recyclable materials placed in recycle carts will
25 be the only things that will be collected during a normal collection.
26

27 (e) Rollout service will be provided for the disabled. Any residence in which all the
28 residents are disabled may request rollout service be performed by the city. The director
29 shall determine the need for rollout service and to approve or disapprove requests. If
30 the director determines that a particular residence qualifies for rollout service, the city
31 will roll out, dump and return the carts at no extra charge.
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34 nonpayment of a sanitation bill.
35

36 (g) Penalties for non-recyclable items being found in the recycling cart are as follows:
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- 38 1. For the first offense the occupant of the residence, shall receive a courtesy call or
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- 40 2. For the second offense a charge of twenty dollars (\$20.00) to dump the recycling
41 cart's contents as trash will be added to the utility bill.
- 42 3. For the third offense there shall be a charge of twenty dollars (\$20.00) to dump the
43 recycling cart's contents as trash will be added to the utility bill and the recycling
44 cart shall be permanently removed.
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1 Every offense will be documented by Public Works Department of The City of Midwest City. Any
2 appeal of the decision described herein must be submitted in writing to the Public Works Director.
3 The appeal must state with specificity why the resident believes the action taken by the Public
4 Works Department should be modified.

5
6 **Section 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby
7 repealed.
8

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

12
13 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
14 Oklahoma, this _____ day of _____, 2022.

15
16 THE CITY OF MIDWEST CITY, OKLAHOMA

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

21
22 ATTEST:

23
24 _____
25 SARA HANCOCK, City Clerk

26
27 Approved as to form and legality this _____ day of _____, 2022.

28
29 _____
30 DONALD D. MAISCH, City Attorney
31
32



City Attorney, Donald D. Maisch

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

MEMORANDUM

To: Mayor and City Council

From: Don Maisch, City Attorney

RE: Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 13, Drainage and Flood Control, Article III, Stormwater Runoff Control, Section 13-71, Requirements relating to improvements; Section 13-73, Figures and providing for a repealer, and severability.

Date: May 24, 2022

Staff discovered a conflict between Section 13-71 and Section 13-73 of the City Ordinances for the City of Midwest City. To resolve the conflict, this proposed amendment is to amend Section 13-71, so that it and Section 13-73 no longer conflict. Additionally, since Chapter 13 was written to meet FEMA requirements, an additional exception was added to Section 13-71 allowing approvals if they meet FEMA requirements.

Amendments were recommended for approval by the Ordinance Review Committee.

Approval is at the pleasure of the City Council.

Respectfully submitted,

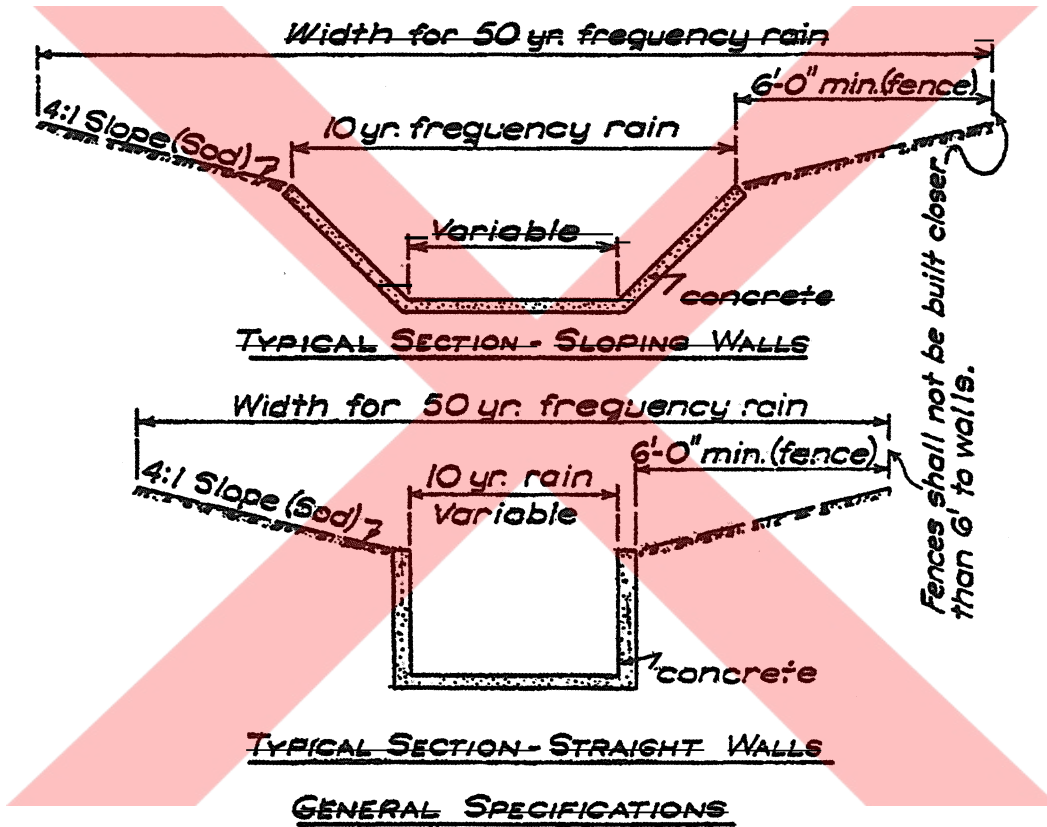
Donald D. Maisch
City Attorney

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

DONALD D. MAISCH, City Attorney

(a) The following shall be "Figure B" and may be cited as such:

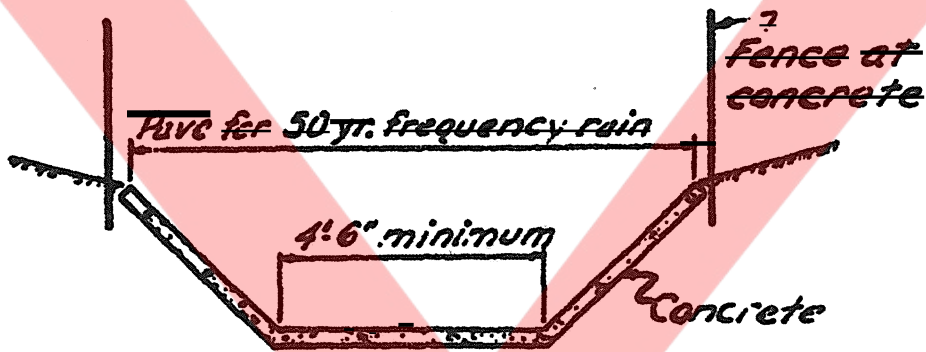


- ~~1. Use of sloping walls or straight walls is optional.~~
- ~~2. Construction of concrete lining to conform to City Specifications.~~
- ~~3. Straight walls to be designed to withstand earth pressures.~~
- ~~4. Sloping walls to have slope ratio of 1' horizontal to 1' vertical, or flatter.~~
- ~~5. Seded slope ratio to be 4' horizontal to 1' vertical, or flatter.~~

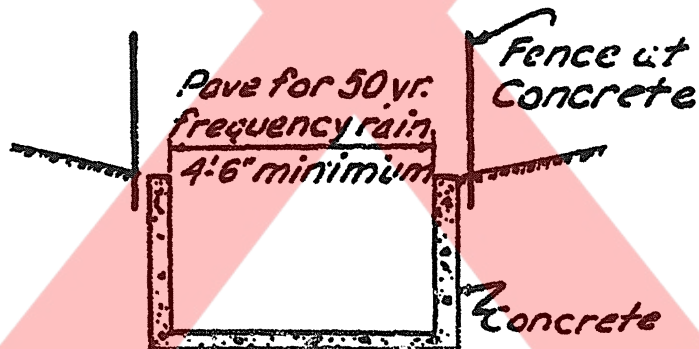
FIGURE B

FIGURE B

(b) The following shall be "Figure B-1" and may be cited as such;



TYPICAL SECTION- SLOPING WALLS



TYPICAL SECTION- STRAIGHT WALLS

GENERAL SPECIFICATIONS

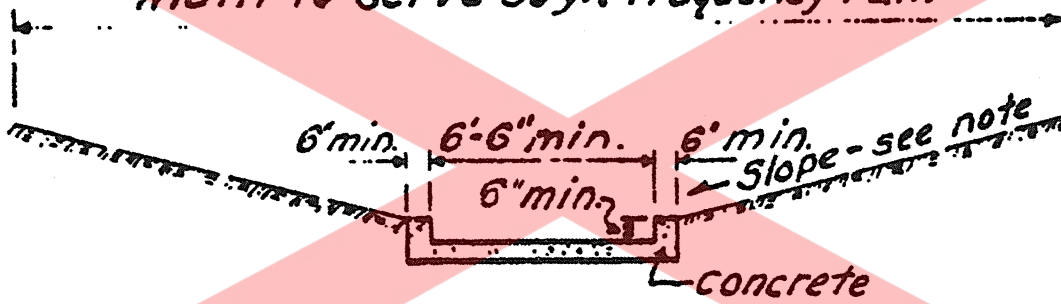
1. Concrete construction to conform to City Specifications.
2. Use of sloping walls or straight walls is optional.
3. Straight walls to be designed to withstand earth pressures.

FIGURE B-1

FIGURE B-1

(c) The following shall be "Figure C" and may be cited as such:

Width to serve 50 yr. frequency rain



TYPICAL SECTION

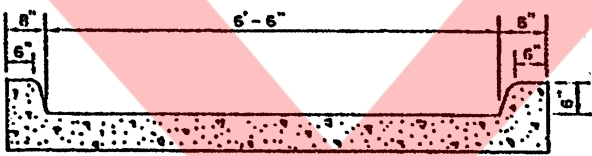
GENERAL SPECIFICATIONS

1. Slopes back of curb to have ratio of 4 horizontal to 1 vertical, or flatter.
2. Slopes to be sodded uniformly to permit mowing.
3. Concrete construction to conform to City Specifications.
4. This section to be constructed, only, in those locations outlined in General Policies and Requirements.

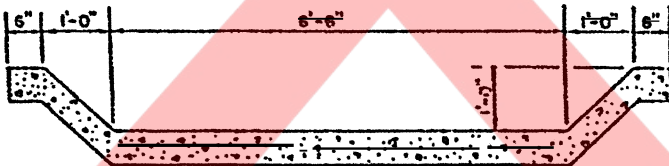
FIGURE C

FIGURE C

(Ord. No. 2186, § 1, 3-24-87)

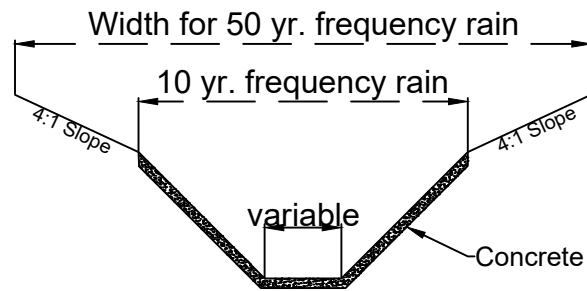


PARK SECTION

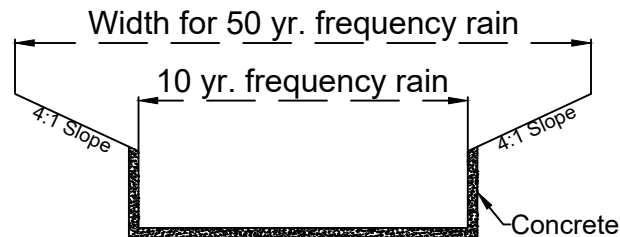


ALTERNATE
PARK SECTION

FIGURE C, Detail



Typical Section - Sloping Walls



Typical Section - Straight Walls

General Specification

1. Construction of concrete lining to conform to City Specifications
2. Straight walls to be designed to withstand earth pressures
3. Sloping walls to have slope ratio of 1' horizontal to 1' vertical, or flatter.
4. Sodded slope ratio to be 4' horizontal to 1' vertical, or flatter.

1
2 No trees, tree roots, structures, or drainage onto or emanating from private property that negatively
3 impact(s) or damage(s) or could potentially cause damage, to the open paved storm drain is
4 allowed. The City of Midwest City may take action to abate and fine the land owner pursuant to
5 the fines contained in Section 1-15 of the City Ordinance for a first offense for a nuisance upon a
6 determination of such impact from private property onto the open paved storm drain.
7

8 **Section 2.** That the Midwest City Municipal Code, Chapter 13 Drainage and Flood Control, Article
9 III, Stormwater Runoff Control, Section 13-73, Figures; is hereby amended to read as follows:

10
11 Sec. 13-73. - Figures.
12

13 [See attached document for amendments to be inserted here].
14

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

18 **Section 4.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
19 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
20 of the ordinance.
21

22 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
23 Oklahoma, this _____ day of _____, 2022.
24

25 **THE CITY OF MIDWEST CITY, OKLAHOMA**
26

27
28 _____
29 MATTHEW D. DUKES, II, Mayor
30

31 ATTEST:
32

33 _____
34 SARA HANCOCK, City Clerk
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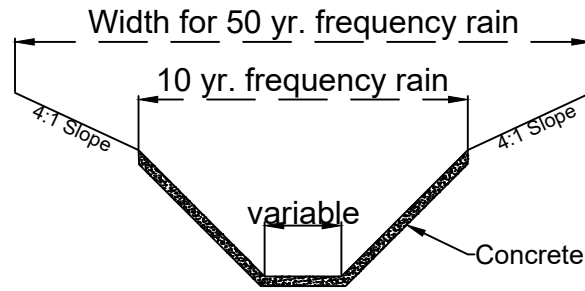
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Approved as to form and legality this _____ day of _____, 2022.

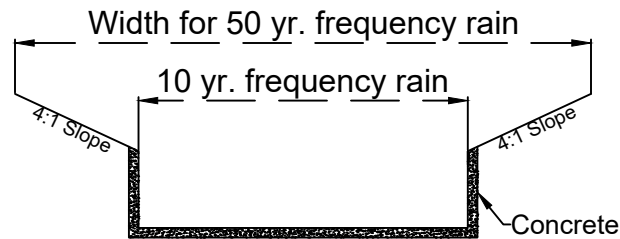
DONALD D. MAISCH, City Attorney

Sec. 13-73. - Figures.

The following shall be "Figure B" and may be cited as such:



Typical Section - Sloping Walls



Typical Section - Straight Walls

General Specification

1. Construction of concrete lining to conform to City Specifications
2. Straight walls to be designed to withstand earth pressures
3. Sloping walls to have slope ratio of 1' horizontal to 1' vertical, or flatter.
4. Sodded slope ratio to be 4' horizontal to 1' vertical, or flatter.



City Attorney, Donald D. Maisch

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

MEMORANDUM

To: Mayor and City Council

From: Don Maisch, City Attorney

RE: Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 28 Offenses - Miscellaneous, Article V, Offenses Against Public Peace, Section 28-94, Reserved, pulling out of reserve and entitling "Offenses Against Public Peace"; and providing for a repealer and severability.

Date: May 24, 2022

The proposed amendment to Chapter 28 Offenses, Section 28-94 takes the provision out of reserve and adopts new language to implement within the City of Midwest City the changes adopted by the Oklahoma Legislature in 2021 to make it a crime to willfully disturb, interfere, or disrupt city business, including publically posted meetings. This ordinance change tracks with the changes in state statute. The punishment for this crime is equal to the punishment for disturbing the peace that is already adopted in city ordinance.

The amendments were recommended for approval by the Ordinance Review Committee.

Approval is at the pleasure of the City Council.

Respectfully submitted,

Donald D. Maisch
City Attorney

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PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2022.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

DONALD D. MAISCH, City Attorney

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PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2022.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

DONALD D. MAISCH, City Attorney



City Attorney, Donald D. Maisch

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

MEMORANDUM

To: Mayor and City Council

From: Don Maisch, City Attorney

RE: Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 38 Subdivision Regulations, Article VIII, Definitions, Section 38-65.120, Park Land Review Committee; and providing for a repealer and severability.

Date: May 24, 2022

The proposed amendment to Chapter 38, Section 38-65.120 provides for the definition of, powers delegated to and membership to the Park Land Review Committee. This committee was originally passed by the City Council, but is not currently codified in City Ordinance. This amendment formally adopts the Committee into City Ordinance.

These amendments were recommended for approval by the Ordinance Review Committee.

Approval is at the pleasure of the City Council.

Respectfully submitted,

Donald D. Maisch
City Attorney

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

DONALD D. MAISCH, City Attorney

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

DONALD D. MAISCH, City Attorney



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Tim Lyon, City Manager

DATE: May 24, 2022

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307 (B) (2) to discuss negotiations concerning employees and representatives of employee groups; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.

Appropriate information will be available.



Tim Lyon, City Manager



FURTHER INFORMATION





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

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : May 24, 2022

SUBJECT : Monthly Residential and Commercial Building report for April 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 4/1/2022 to 4/30/2022

Building - Commercial & Industrial

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
2	Cell Tower Modification Bldg Permit	\$30,000.00
1	Com Addition Bldg Permit	\$20,000.00
9	Com General Electrical Permit	
3	Com General Mechanical Permit	
7	Com General Plumbing Permit	
4	Com New Const Bldg Permit	\$3,895,000.00
2	Com New Const Electrical Permit	
3	Com New Const Mechanical Permit	
3	Com New Const Plumbing Permit	
4	Com Remodel Bldg Permit	\$191,500.00
1	Com Roofing Permit	
5	Com Sign Permit	\$5,000.00
Total Value of Building - Commercial & Industrial:		4,141,500.00

Building - Residential

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
7	Res Accessory Bldg Permit	\$123,275.00
15	Res Driveway Permit	
7	Res Duplex New Const Bldg Permit	\$1,242,000.00
7	Res Fence Permit	\$2,800.00
39	Res General Electrical Permit	
24	Res General Mechanical Permit	
58	Res General Plumbing Permit	
29	Res New Const Electrical Permit	
21	Res New Const Mechanical Permit	
30	Res New Const Plumbing Permit	
3	Res Patio Cover Permit	\$38,200.00
7	Res Roofing Permit	
4	Res Single-Fam Addition Bldg Permit	\$291,000.00
18	Res Single-Fam New Const Bldg Permit	\$3,158,463.00
4	Res Single-Fam Remodel Building Permit	\$106,688.00
6	Res Storm Shelter Permit	\$15,180.00
1	Res Swimming Pool / Hot Tub Permit	\$68,000.00
Total Value of Building - Residential:		5,045,606.00

Grand Total: \$9,187,106.00



The City of Midwest City Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits by Type - Issued 4/1/2022 to 4/30/2022

Building - Commercial & Industrial

Cell Tower Modification Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/25/22	207 S AIR DEPOT BLVD, 73110	Ariel Keiner	B-22-0541	\$15,000.00
4/25/22	10713 E RENO AVE, MIDWEST CITY, OK, 73130	Ariel Keiner	B-22-0540	\$15,000.00

\$30,000.00

Com Addition Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/19/22	7212 E RENO AVE, MIDWEST CITY, OK, 0	Edward Burns	B-22-0639	\$20,000.00

\$20,000.00

Com New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/11/22	208 S DOUGLAS BLVD, 73130	BAKER, JAY	B-21-2951	\$800,000.00
4/19/22	5920 SE 15TH ST, 73110	Matt Kalbus	B-22-0192	\$2,300,000.00
4/19/22	2841 GLOBAL PKWY, 73110	Michael Nevard	B-22-0180	\$675,000.00
4/25/22	5910 SE 15TH ST, 73110	NAFA ENGINEERING	B-21-2820	\$120,000.00

\$3,895,000.00

Com Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/8/22	6811 SE 15TH ST, 73110	SALAZAR, CLEMENTE	B-21-2695	\$15,000.00
4/18/22	409 S AIR DEPOT BLVD, 73110	Charles Hoshall	B-22-0374	\$155,000.00
4/19/22	1618 S POST RD, 73130	Jennifer Green	B-22-0366	\$6,500.00
4/27/22	1709 SPENCER RD, 73110	David Connell	B-22-0519	\$15,000.00

\$191,500.00

Com Roofing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/27/22	12251 E RENO AVE, 73130	SYCAMORE ROOFING	B-22-1055	

Com Sign Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/21/22	1618 S POST RD, MIDWEST CITY, OK, 0	Rebel Sign Company	B-22-0301	\$0.00
4/26/22	6420 SE 15TH ST, 73110	METRO SIGN	B-22-0891	\$0.00
4/26/22	6420 SE 15TH ST, 73110	Metro Sign	B-22-0892	\$0.00
4/26/22	6420 SE 15TH ST, 73110	METRO SIGN	B-22-0893	\$0.00
4/28/22	7521 SE 15TH ST, 73110	Jace Larsen	B-22-0279	\$5,000.00

\$5,000.00

Building - Residential

Res Accessory Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/7/22	10133 ALICIA DR, 73130	OWENS, ARNOLD	B-22-0735	\$3,760.00
4/8/22	3604 BELLA VISTA, 73110	Kaleb Silkwood	B-22-0752	\$6,200.00
4/14/22	10348 SE 24TH ST, 73130	Dion Freeman	B-22-0716	\$2,515.00
4/21/22	10816 SE 3RD ST, MWC, OK, 73130	Timothy Henry	B-22-0776	\$7,000.00
4/22/22	1129 N POST RD, 73130	MARY WRIGHT	B-22-0684	\$25,000.00
4/27/22	1705 SONGBIRD LN, MWC, OK, 73130	Larry Stephenson	B-22-0939	\$3,800.00
4/27/22	11274 ROEFAN RD, 73130	Monte Davenport	B-22-0854	\$75,000.00
				\$123,275.00

Res Driveway Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/4/22	203 E RICKENBACKER DR, 73110	RIOS, MANUEL RIVERA	B-22-0807	
4/14/22	1517 AVERY AVE, 73130	J BARRON CONTRUCTION, LLC	B-22-0919	
4/18/22	10504 TURTLE BACK DR, 73130	MARRUFO CONCRETE	B-22-0944	
4/18/22	1014 RYAN RIDGE CT, 73130	AM CO	B-22-0945	
4/18/22	1018 RYAN RIDGE CT, 73130	AM CONSTRUCTION	B-22-0946	
4/19/22	2403 CATTAIL CIR, 73130	MARRUFO CONCRETE	B-22-0953	
4/19/22	10512 CATTAIL TER, 73130	MARRUFO CONCRETE	B-22-0954	
4/19/22	117 W CAMPBELL DR, 73110	CHRISTIANS CONSTRUCTION	B-22-0694	
4/19/22	1412 E LOCKHEED CT, 73110	CAPITAL OVERHEAD LLC	B-22-0961	
4/19/22	1410 E LOCKHEED CT, 73110	CAPITAL OVERHEAD LLC	B-22-0962	
4/22/22	9716 SOUTHERN OAKS DR, 73130	JOSE L LOPEZ	B-22-0997	
4/22/22	1126 WILKINSON DR, 73130	RICHARDS CUSTOM CONCRETE	B-22-1002	
4/27/22	400 W ERCOUPE DR, 73110	RICHARDS CUSTOM CONCRETE	B-22-1049	
4/27/22	1111 E LOCKHEED DR, 73110	PEDROS CONCRETE	B-22-1036	
4/28/22	12507 FOREST TERR, 73020	OCHOA CONCRETE	B-22-1060	

Res Duplex New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/6/22	9070 NE 13TH ST, UNIT 1 & 2 73130	Adam Stephens	B-21-2169	\$246,000.00
4/6/22	9070 NE 13TH ST, UNIT 3 & 4 , 73130	Adam Stephens	B-21-2170	\$246,000.00
4/18/22	8784 PATRIOT DR, 73110	Laura Ramer	B-21-2589	\$150,000.00
4/18/22	8786 PATRIOT DR, 73110	Laura Ramer	B-21-2590	\$150,000.00
4/18/22	8772 PATRIOT DR, 73110	Laura Ramer	B-21-2593	\$150,000.00
4/18/22	8774 PATRIOT DR, 73110	Laura Ramer	B-21-2594	\$150,000.00
4/27/22	212 SPIRIT DR, 73110	Laura Ramer	B-21-2606	\$150,000.00
				\$1,242,000.00

Res Fence Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/4/22	9017 WONGA DR, 73130	WILSON, SAMANTHA	B-22-0771	\$800.00
4/14/22	12611 SE 18TH ST, 73020	FETTERS, KATHY	B-22-0800	\$2,000.00
4/15/22	2120 SANDRA DR, MWC, OK, 73110	Rigoberto Campbell	B-22-0746	\$0.00
4/19/22	717 PROCTER PL, 73110	Sabrina Gancarz	B-22-0545	\$0.00
4/22/22	10302 NE 7TH ST, 73130	Sycamore Construction	B-22-0806	\$0.00
4/26/22	12120 YOUNG RD, MWC, OK, 73130	Jason Foreman	B-22-0744	\$0.00
4/27/22	3605 OAKHURST DR, MWC, OK, 73110	Laura Nelson	B-22-0936	\$0.00
4/27/22	3605 OAKHURST DR, MWC, OK, 73110	Laura Nelson	B-22-0936	\$0.00
				\$2,800.00

Res Patio Cover Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/15/22	3401 MOCKINGBIRD LN, MWC, OK, 73110	Brent Gressett	B-22-0725	\$200.00
4/27/22	600 BLUE SKY DR, 73130	Dillon Walker	B-22-0934	\$3,000.00
4/29/22	2611 FOREST CROSSING DR, 73020	LITTLETON, STEVE	B-22-0860	\$35,000.00
				\$38,200.00

Res Roofing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/7/22	9117 OAK CREEK DR, 73130	NASH ROOFING & CONSTRUCTION LLC	B-22-0830	
4/7/22	1987 TOWNSEND CT, 73130	BLUE CHIP ROOFING & EXTERIORS LLC	B-22-0832	
4/7/22	406 E ROSE DR, 73110	MHM CONSTRUCTION	B-22-0833	
4/11/22	1327 E TIMBERVIEW DR, 73130	GUARDIAN ROOFING & CONSTR	B-22-0855	
4/11/22	3705 SHADYWOOD DR, 73110	TRAVIS HAMMER INC	B-22-0858	
4/18/22	501 W RICKENBACKER DR, 73110	ROOF TECH OF OKLAHOMA	B-22-0938	
4/27/22	6636 SE 5TH ST, 73110	MHM CONSTRUCTION	B-22-1051	

Res Single-Fam Addition Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/22/22	324 N WESTMINSTER RD, 73130	Gavin Littlejohn	B-21-2932	\$35,000.00
4/25/22	817 FAIRLANE DR, MWC, OK, 73110	Lakisha Lewis	B-22-0702	\$11,000.00
4/26/22	10335 LE JEAN, MWC, OK, 73130	Dale Sledge	B-22-0668	\$120,000.00
4/27/22	11274 ROEFAN RD, MWC, OK, 73130	Monte Davenport	B-22-0647	\$125,000.00
				\$291,000.00

Res Single-Fam New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/4/22	10473 TURTLE BACK DR, 73130	Home Creations, Inc.	B-21-0417	\$145,000.00
4/4/22	10489 TURTLE BACK DR, 73130	Home Creations, Inc.	B-21-0211	\$139,157.00
4/5/22	1010 RYAN RIDGE CT, 73130	Monarch Homes, LLC	B-21-1794	\$265,000.00
4/8/22	930 CEDAR HILL PL, MWC, OK, 73110	JUAN Suarez	B-22-0231	\$85,000.00
4/13/22	13239 SAWTOOTH OAK RD, 73020	Melissa Mallory	B-21-0803	\$159,000.00
4/14/22	13255 SAWTOOTH OAK RD, 73020	Melissa Mallory	B-21-1564	\$0.00
4/15/22	13263 SAWTOOTH OAK RD, 73020	Melissa Mallory	B-21-0096	\$148,000.00
4/18/22	10481 TURTLE BACK DR, 73130	Home Creations, Inc.	B-21-0369	\$139,500.00
4/20/22	2585 FOREST GLEN DR, 73020	Swm & Sons	B-21-1892	\$246,000.00
4/21/22	10485 TURTLE BACK DR, 73130	Home Creations, Inc.	B-21-0374	\$129,000.00
4/21/22	10512 TURTLE BACK DR, 73130	Melba Harris	B-21-0180	\$128,706.00
4/22/22	13251 SAWTOOTH OAK RD, 73020	Melissa Mallory	B-21-1160	\$216,000.00
4/22/22	10215 E RENO AVE, OK, 73130	Bud Frazee	B-22-0773	\$470,000.00
4/22/22	10302 NE 7TH ST, 73130	FUNDERMURGH, BRYAN	B-21-0053	
4/25/22	10477 TURTLE BACK DR, 73130	Home Creations	B-21-0487	\$148,600.00
4/27/22	11760 E ROBIN RD, MIDWEST CITY, OK, 0	Lesley Marler	B-21-1397	\$176,500.00
4/28/22	1014 RYAN RIDGE CT, 73130	Monarch Homes, LLC	B-21-2708	\$263,000.00
4/29/22	900 S WESTMINSTER RD, 73130	ABERNATHY, MIKE	B-21-0210	\$300,000.00
				\$3,158,463.00

Res Single-Fam Remodel Building Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/4/22	1325 GRAND MANOR, 73130	ANGELA FOSTER	B-22-0671	\$6,688.00
4/8/22	7309 SE 15TH ST, 73110	FRAZE ENTERPRISES LLC	B-21-1321	\$20,000.00
4/27/22	9708 NE 2ND PL, 73130	Blackmon Mooring	B-21-1949	\$75,000.00
4/27/22	6501 SE 15TH ST, 73110	STEMPER, KRISTI	B-22-0151	\$5,000.00

\$106,688.00

Res Storm Shelter Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/6/22	13243 SAWTOOTH OAK RD, 73020	Chris Saucedo	B-22-0799	\$3,000.00
4/7/22	9937 FOX FAIR HOLLOW, MWC, OK, 73130	Natasha Brice	B-22-0758	\$3,195.00
4/20/22	12617 OOLA CT, 73020	Stoney Martin	B-22-0866	\$0.00
4/21/22	1018 RYAN RIDGE CT, 73130	Monarch Homes LLC	B-22-0711	\$2,995.00
4/21/22	1014 RYAN RIDGE CT, 73130	Monarch Homes LLC	B-22-0710	\$2,995.00
4/21/22	1019 RYAN RIDGE CT, 73130	Monarch Homes, LLC	B-22-0712	\$2,995.00

\$15,180.00

Res Swimming Pool / Hot Tub Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/7/22	105 CHERRYWOOD DR, MWC, OK, 73110	Anthony Bell	B-22-0748	\$68,000.00

\$68,000.00

Grand Total: **\$9,187,106.00**



The City of Midwest City

Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Inspections Summary - Inspected 4/1/2022 to 4/30/2022

<u>Inspection Description</u>	<u>Count</u>
Buildings - CO Inspection & Sign Off	11
Buildings - CO Reinspection & Sign Off	2
Com Building Final Inspection	3
Com Electrical Ceiling Inspection	3
Com Electrical Ceiling Reinspection	1
Com Electrical Final Inspection	3
Com Electrical Final Reinspection	1
Com Electrical Ground Inspection	2
Com Electrical Rough-in Inspection	5
Com Electrical Service Inspection	5
Com Electrical Service Reinspection	3
Com Electrical Wall Inspection	3
Com Electrical Wall Reinspection	1
Com Footing & Building Setback Inspection	7
Com Footing & Building Setback Reinspection	2
Com Framing Inspection	6
Com Framing Reinspection	1
Com Gas Piping Inspection	2
Com Mechanical Ceiling Inspection	2
Com Mechanical Final Inspection	1
Com Mechanical Rough-in Inspection	3
Com Mechanical Rough-in Reinspection	1
Com Plumbing Ground Inspection	1
Com Plumbing Rough-in Inspection	2
Com Sewer Service Inspection	1
County Health - CO Inspection & Sign Off	2
Electrical Generator Inspection	3
Fire - CO Inspection & Sign Off	8
Fire - CO Reinspection & Sign Off	2
General Inspection	1
Hot Water Tank Inspection	10
Hot Water Tank Reinspection	6
Mechanical Change Out Inspection	8
Mechanical Change Out Reinspection	3
OMMA CC Inspection - Fire	1
OMMA CC Inspection - Planning	1
OMMA CC Inspection - Stormwater	1
OMMA CC Reinspection	2
OMMA CC Reinspection - ComDev Utilities	1
OMMA CC Reinspection - Fire	1
Planning - CO Inspection & Sign Off	10
Planning - CO Reinspection & Sign Off	1
Pre-Con Site Inspection/Meeting	5
Res Building Final Inspection	8
Res Carport Inspection	1
Res Drainage1 Inspection	5

Res Drainage2 Inspection	7
Res Drainage3 Inspection	10
Res Drainage3 Reinspection	3
Res Drainage4 Inspection	10
Res Drainage4 Reinspection	1
Res Drainage5 Inspection	10
Res Driveway Inspection	15
Res Driveway Reinspection	1
Res Electrical Final Inspection	10
Res Electrical Final Reinspection	3
Res Electrical Ground Inspection	3
Res Electrical Pool Bonding Inspection	1
Res Electrical Rough-in Inspection	27
Res Electrical Rough-in Reinspection	6
Res Electrical Service Inspection	39
Res Electrical Service Reinspection	10
Res Fence Inspection	7
Res Footing & Building Setback Inspection	15
Res Footing & Building Setback Reinspection	2
Res Framing Inspection	16
Res Framing Reinspection	6
Res Gas Meter Inspection	2
Res Gas Piping Inspection	13
Res Gas Piping Reinspection	1
Res Insulation Inspection	6
Res Mechanical Final Inspection	8
Res Mechanical Rough-in Inspection	19
Res Mechanical Rough-in Reinspection	2
Res Patio Cover Inspection	1
Res Plumbing Final Inspection	11
Res Plumbing Final Reinspection	1
Res Plumbing Ground Inspection	22
Res Plumbing Ground Reinspection	4
Res Plumbing Rough-in Inspection	15
Res Plumbing Rough-in Reinspection	6
Res Retaining Wall Final Inspection	4
Res Retaining Wall Inspection	4
Res Roofing Inspection	3
Res Sewer Service Inspection	24
Res Storm Shelter Inspection	2
Res Temporary Electrical Pole Inspection	4
Res Temporary Electrical Pole Reinspection	2
Res Termite Inspection	7
Res Water Service Line Inspection	27
Residential Meter Tap Inspection	2
Utilities - CO Inspection & Sign Off	1
<hr/>	
Total Number of Inspections:	545

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

May 3rd, 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 May 3rd, 2022 at 6:00 p.m., with the following members present:

Commissioners present: Russell Smith
 Jess Huskey
 Rick Dawkins
 Jim Smith
 Jim Campbell
 Dee Collins
 Dean Hinton

Commissioner absent: None

Staff present: Billy Harless, Community Development Director
 Petya Stefanoff, Comprehensive Planner
 Patrick Menefee, City Engineer
 Michael Pugh, Associate Current Planner

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 Dawkins, seconded by Collins, to approve the minutes of the April 5th, 2022 Planning Commission meeting as presented. Voting aye: Huskey, R. Smith, Dawkins, Collins, J. Smith and Campbell. Nay: none. Motion carries.

C. NEW MATTERS

1. (PC – 2110) Public hearing with discussion and consideration of an ordinance to redistrict from C-1, Restricted Commercial to R-6, Single Family Detached Residential, for the property described as Block 1, Lot 1 of the Harr Julian Replat, addressed as 403 W Fairchild Drive.

The applicant, Ben Fox of 3918 NW Della Street, Norman, was present and addressed the commission. There was general discussion amongst the Commission.

A motion was made by Dawkins, seconded by Campbell to recommend approval of this item. Voting aye: Huskey, R. Smith, Dawkins, Collins, J. Smith and Campbell. Nay: None. Motion carried.

2. (PC – 2111) Public hearing with discussion and consideration for adoption, including any possible amendment of a resolution for a Special Use Permit to allow the use of Automotive Sales & Rentals: Light in the C-3, Community Commercial District, for the property described as a part of the NE/4 of Section 9, T-11-N, R-2-W, located at 2029 South Air Depot.

The applicant, Shaun Dierksen, was present. There was general discussion. A motion was made by Collins, seconded by Campbell to recommend approval of this item. Voting aye: Huskey, R. Smith, Dawkins, Collins, J. Smith and Campbell. Voting nay: None. Motion carries.

3. (PC – 2112) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from PUD, Planned Unit Development governed by the C-3, Community Commercial, to SPUD, Simplified Planned Unit Development, governed by the R-HD, High Density Residential district and a resolution to amend the Comprehensive Plan from OR, Office Retail, to HDR, High Density Residential, for the properties platted as Midtown Office Park Phase II, Block 5, Lots 1-6, addressed as 1641, 1647, 1653, 1659, 1665, & 1671 Midtown Place.

The applicant, Rob Garrett, of 3312 Dogwood Lane, Edmond, was present. There was general discussion. A motion was made by Huskey, seconded by Collins to recommend approval of this item. Voting aye: Huskey, R. Smith, Dawkins, Collins, J. Smith and Campbell. Voting nay: None. Motion carries.

4. (PC – 2113) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from R-6, Single Family Residential to PUD, Planned Unit Development, governed by the R-HD, High Density Residential district as well as a tract governed by the C-3, Community Commercial district and a resolution to amend the Comprehensive Plan from POS, Parks and Open Space and OR, Office Retail, to HDR, High Density Residential, for the property described as a part of the SW/4 of Section 12, T-11-N, R-2-W, located at 9309 SE 29th Street and 9020 SE 25th Street

The applicant, Rob Garrett, of 3312 Dogwood Lane, Edmond, was present. There was general discussion amongst the Commission.

During the Public comment section, the following citizens addressed the Commission:

- John Easton, of 2024 S Oak Avenue, addressed the Commission.
- Jimmy Easton, of 2029 S Oak Avenue, addressed the Commission.
- Christina Speis, of 9308 Pear Street, addressed the Commission.
- Lucille Ingram, of 2022 S Oak Avenue, addressed the Commission.

Discussion amongst the Commission.

- The Applicant, Rob Garrett, addressed the Commission.
- Tim Johnson, representing Johnson & Associates as the firm employed by the applicant, addressed the Commission.
- Lori Williams addressed the Commission.
- John Easton addressed the Commission.
- Jimmy Easton addressed the Commission.
- Tim Johnson addressed the Commission.

A motion was made by Huskey, seconded by Collins to recommend approval of this item, subject to staff comments. Voting aye: Huskey, R. Smith, Dawkins, Collins, J. Smith and Campbell. Voting nay: None. Motion carries.

- D. COMMISSION DISCUSSION:**
- E. PUBLIC DISCUSSION:**
- F. FURTHER INFORMATION:**
- G. ADJOURNMENT**

A motion to adjourn was made by Dawkins, Seconded by Huskey. Voting aye: Huskey, R. Smith, Dawkins, Collins, J. Smith and Campbell. Voting nay: None. Motion carries. The meeting adjourned at 6:48 p.m.

(MP)



MUNICIPAL AUTHORITY AGENDA

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

May 24, 2022 – 6:01 PM

Presiding members: Chairman Matthew Dukes

Trustee Susan Eads

Trustee Pat Byrne

Trustee Megan Bain

Trustee Sean Reed

Trustee Sara Bana

Trustee Rick Favors

City Staff:

City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. CALL TO ORDER.

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

1. Discussion and consideration for adoption, including any possible amendments, of the April 26, 2022 meeting minutes. (Secretary - S. Hancock)
2. Discussion and consideration for adoption, including any possible amendments, the May 10, 2022 meeting. (Secretary - S. Hancock)
3. Discussion and consideration, including any possible amendment, of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending April 30, 2022. (City Manager – R. Rushing)

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 Trustees on any Subject not scheduled on the Regular Agenda. The Trustees 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 Trustees will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE TRUSTEES ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.**

D. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City Municipal Authority Minutes

April 26, 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 7:16 PM with the following members present:

Trustee Susan Eads	Trustee Sean Reed	City Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	City Clerk Sara Hancock
Trustee Megan Bain	Trustee Rick Favors	City Attorney Don Maisch

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

1. Discussion and consideration for adoption, including any possible amendments, of the March 22, 2022 meeting minutes.
2. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: Golf Fund, revenue/Miscellaneous (00) \$2,445; expenditures/JC Regional Golf (47) \$2,445. Capital Sewer Improvements Fund, expenditures/Sewer Improvements (44) \$11,869. Golf Fund, revenue/Transfers In (00) \$5,000; expenditures/JC Regional Golf (47) \$5,000; expenditures/JC Regional Golf (47) \$23,086.
3. Discussion and consideration, including any possible amendment, of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending March 31, 2022.
4. Discussion and consideration for adoption, including any possible amendment, of declaring the following items from Line Maintenance as surplus and authorizing their disposal by sealed bid, public auction, or by other means as necessary.

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

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:17 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SARA HANCOCK, Secretary

Notice for the special meetings 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).

**Combined Minutes for the Midwest City
City Council, Municipal Authority, Memorial Hospital Authority,
Economic Development Authority and Utilities Authority
Special Meetings**

May 10, 2022

This meeting was held in the Midwest City Council Conference Room second floor of City Hall, 100 N Midwest Blvd, Midwest City, County of Oklahoma, State of Oklahoma.

Mayor Matt Dukes called the meeting to order at 5:32 PM with following members present:

Ward 1 Susan Eads

Ward 2 Pat Byrne**

Ward 3 Megan Bain

Ward 5 Sara Bana

Ward 6 Rick Favors

City Manager Tim Lyon

Asst. City Manager Vaughn Sullivan

Director of Operations Ryan Rushing

Public Works Director Paul Streets

Finance Director Tiatia Cromar

City Attorney Don Maisch*

City Clerk Sara Hancock*

Absent: Ward 4 Sean Reed

DISCUSSION ITEM.

- 1. Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration, Article VIII, Purchasing, Section 2-116, Generally; 2-118, Bids required; invitation; Section 2-125, When bidding not required; Article IX, Surplus Property, Section 2-130, Bidding; Article X, Payment of Municipal obligations, Section 2-143, Authority to institute legal action and settle claims; providing for a repealer, severability and declaring an emergency.**

Maisch addressed Council. After Staff and Council discussion, Eads made a motion to approve Ordinance 3479, seconded by Favors. Voting Aye: Eads, Byrne, Bain, Bana, Favors, and Dukes. Nay: None. Absent: Reed. Motion carried.

Eads made a motion to approve the Emergency Clause, seconded by Favors. Voting Aye: Eads, Byrne, Bain, Bana, Favors, and Dukes. Nay: None. Absent: Reed. Motion carried.

*D. Maisch and S. Hancock left the meeting at 5:37 PM.

**Councilmember Byrne left the meeting at 6:20 PM.

- 2. Discussion and review of 1) the various City budgets; and 2) the Midwest City Authorities' budgets including the Municipal Authority, the Memorial Hospital Authority, the Economic Development Authority, the Utilities Authority, and the Urban Renewal Authority for the fiscal year 2022-23.**

Staff briefed the Councilmembers on various budget items and the Councilmembers sought clarification and discussed individual items with Staff. No action was taken.

Adjournment. There being no further business, Mayor Dukes adjourned at 9:30 PM.

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk



City Manager's Office
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1205

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Ryan Rushing, Director of Operations

DATE: May 24, 2022

SUBJECT: Discussion and consideration, including any possible amendment, of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending April 30, 2022.

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Sheraton Midwest City Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1205.

Fiscal Year 2021-2022	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
Revenue												
Budgeted (MTD)	218,175	269,249	277,204	320,392	287,445	230,076	224,889	303,825	417,312	286,185		
Actual (MTD)	165,309	267,937	203,272	242,338	106,151	94,137	33,427	22,326	115,512	191,509		
Budgeted (YTD)	218,175	487,424	764,628	1,085,020	1,372,465	1,602,541	1,827,430	2,131,255	2,548,567	2,834,752		
Actual (YTD)	165,309	433,247	636,518	878,856	985,007	1,079,144	1,112,571	1,134,897	1,250,409	1,441,918		
Expenses												
Budgeted (MTD)	276,863	304,951	298,180	318,622	307,935	281,813	261,066	303,985	403,234	297,791		
Actual (MTD)	217,027	271,844	249,791	246,471	124,488	164,155	101,046	105,993	139,185	197,810		
Budgeted (YTD)	276,863	581,814	879,994	1,198,616	1,506,551	1,788,364	2,049,430	2,353,415	2,756,649	3,054,440		
Actual (YTD)	217,027	488,872	738,663	985,134	1,109,622	1,273,777	1,374,823	1,480,816	1,620,001	1,817,810		
Revenue vs. Expenses												
Budgeted (MTD)	(56,688)	(35,702)	(20,976)	1,770	(20,490)	(51,737)	(36,177)	(160)	14,078	(11,606)		
Actual (MTD)	(51,718)	(3,907)	(46,520)	(4,133)	(18,337)	(70,017)	(67,619)	(83,667)	(23,673)	(6,301)		
Budgeted (YTD)	(56,688)	(94,390)	(115,366)	(113,596)	(134,086)	(185,823)	(222,000)	(222,160)	(208,082)	(219,688)		
Actual (YTD)	(51,718)	(55,625)	(102,145)	(106,278)	(124,615)	(194,633)	(262,251)	(345,919)	(369,592)	(375,892)		
Key Indicators												
Hotel Room Revenue	140,152	138,336	115,422	135,084	1,266	2,150	1,452	-	24,220	102,796		
Food and Banquet Revenue	21,229	120,339	76,791	97,591	91,680	91,702	28,934	20,929	81,770	72,826		

Fiscal Year 2020-2021	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21
Revenue												
Budgeted (MTD)	343,261	453,583	525,877	507,546	455,087	297,747	227,478	357,427	514,440	483,447	447,593	415,608
Actual (MTD)	209,220	96,171	166,050	141,030	196,284	98,762	110,610	119,566	178,607	183,566	128,960	228,854
Budgeted (YTD)	343,261	796,844	1,322,721	1,830,267	2,285,354	2,583,101	2,810,579	3,168,006	3,682,446	4,165,893	4,613,486	5,029,094
Actual (YTD)	209,220	305,391	471,441	612,471	808,756	907,517	1,018,127	1,137,693	1,316,301	1,499,867	1,628,827	1,857,681
Expenses												
Budgeted (MTD)	402,630	455,299	469,746	481,160	435,035	370,311	312,141	359,557	443,494	451,607	419,406	410,317
Actual (MTD)	206,494	166,450	189,154	173,890	187,703	140,339	168,038	152,009	184,421	208,906	174,967	241,097
Budgeted (YTD)	402,630	857,929	1,327,675	1,808,835	2,243,910	2,614,221	2,926,362	3,285,919	3,729,413	4,181,020	4,600,426	5,010,743
Actual (YTD)	206,494	372,944	562,098	735,987	923,690	1,064,029	1,232,066	1,384,076	1,568,497	1,777,403	1,952,369	2,193,466
Revenue vs. Expenses												
Budgeted (MTD)	(59,369)	(1,716)	56,131	26,386	20,912	(72,564)	(84,663)	(2,130)	70,946	31,840	28,187	5,291
Actual (MTD)	2,726	(68,563)	(23,104)	(32,859)	8,582	(41,577)	(57,428)	(32,443)	(5,814)	(25,340)	(46,006)	(12,242)
Budgeted (YTD)	(59,369)	(61,085)	(4,954)	21,432	41,444	(31,120)	(115,783)	(117,913)	(46,967)	(15,127)	13,060	18,351
Actual (YTD)	2,726	(67,553)	(90,657)	(123,516)	(114,935)	(156,511)	(213,939)	(246,383)	(252,196)	(277,536)	(323,543)	(335,785)



NEW BUSINESS/
PUBLIC DISCUSSION





MEMORIAL HOSPITAL AUTHORITY AGENDA

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

May 24, 2022 – 6:02 PM

Presiding members: Chairman Matthew Dukes

Trustee Susan Eads

Trustee Pat Byrne

Trustee Megan Bain

Trustee Sean Reed

Trustee Sara Bana

Trustee Rick Favors

City Staff:

City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. CALL TO ORDER.

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

1. Discussion and consideration for adoption, including any possible amendments, of the April 26, 2022 meeting minutes. (Secretary - S. Hancock)
2. Discussion and consideration for adoption, including any possible amendments, the May 10, 2022 meeting. (Secretary - S. Hancock)
3. Discussion and consideration, including any possible amendment, of the management representation letter to Grant Thornton LLP and accepting the draft of the final report associated with Sooner Town Center II, LLC for calendar years ending December 2020 and December 31, 2021. (Finance - T. Cromar)

C. DISCUSSION ITEM.

1. Discussion and consideration of adoption, including any possible amendment, of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance - T.Cromar)

D. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statue 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.**

E. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City Memorial Hospital Authority Minutes

April 26, 2022

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

Chairman Matt Dukes called the meeting to order at 7:17 PM with the following members present:

Trustee Susan Eads	Trustee Sean Reed	City Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	City Clerk Sara Hancock
Trustee Megan Bain	Trustee Rick Favors	City Attorney Don Maisch

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

1. Discussion and consideration for adoption, including any possible amendments, of the March 22, 2022 meeting minutes.
2. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following fund for FY 2021-2022, increase: Hospital Authority Fund, expenditures/Transfers Out (90) \$4,745; expenditures/Transfers Out (90) \$5,000.

DISCUSSION ITEM.

1. **Discussion and consideration of adoption, including any possible amendment, of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No Action Needed

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

ADJOURNMENT.

There was no further business, Chairman Dukes adjourned the meeting at 7:18 PM.

ATTEST:

MATTEW D. DUKES II, Chairman

SARA HANCOCK, Secretary

Notice for the special meetings 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).

**Combined Minutes for the Midwest City
City Council, Municipal Authority, Memorial Hospital Authority,
Economic Development Authority and Utilities Authority
Special Meetings**

May 10, 2022

This meeting was held in the Midwest City Council Conference Room second floor of City Hall, 100 N Midwest Blvd, Midwest City, County of Oklahoma, State of Oklahoma.

Mayor Matt Dukes called the meeting to order at 5:32 PM with following members present:

Ward 1 Susan Eads

Ward 2 Pat Byrne**

Ward 3 Megan Bain

Ward 5 Sara Bana

Ward 6 Rick Favors

City Manager Tim Lyon

Asst. City Manager Vaughn Sullivan

Director of Operations Ryan Rushing

Public Works Director Paul Streets

Finance Director Tiatia Cromar

City Attorney Don Maisch*

City Clerk Sara Hancock*

Absent: Ward 4 Sean Reed

DISCUSSION ITEM.

- 1. Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration, Article VIII, Purchasing, Section 2-116, Generally; 2-118, Bids required; invitation; Section 2-125, When bidding not required; Article IX, Surplus Property, Section 2-130, Bidding; Article X, Payment of Municipal obligations, Section 2-143, Authority to institute legal action and settle claims; providing for a repealer, severability and declaring an emergency.**

Maisch addressed Council. After Staff and Council discussion, Eads made a motion to approve Ordinance 3479, seconded by Favors. Voting Aye: Eads, Byrne, Bain, Bana, Favors, and Dukes. Nay: None. Absent: Reed. Motion carried.

Eads made a motion to approve the Emergency Clause, seconded by Favors. Voting Aye: Eads, Byrne, Bain, Bana, Favors, and Dukes. Nay: None. Absent: Reed. Motion carried.

*D. Maisch and S. Hancock left the meeting at 5:37 PM.

**Councilmember Byrne left the meeting at 6:20 PM.

- 2. Discussion and review of 1) the various City budgets; and 2) the Midwest City Authorities' budgets including the Municipal Authority, the Memorial Hospital Authority, the Economic Development Authority, the Utilities Authority, and the Urban Renewal Authority for the fiscal year 2022-23.**

Staff briefed the Councilmembers on various budget items and the Councilmembers sought clarification and discussed individual items with Staff. No action was taken.

Adjournment. There being no further business, Mayor Dukes adjourned at 9:30 PM.

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk



Finance Director
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1245

MEMORANDUM

TO: Midwest City Hospital Authority Chairman and Trustees

FROM: Tiatia Cromar, Finance Director

DATE: May 24, 2022

SUBJECT: Discussion and consideration, including any possible amendment, of the management representation letter to Grant Thornton LLP and accepting the draft of the final report associated with Sooner Town Center II, LLC for calendar years ending December 2020 and December 31, 2021.

Attached for your review and approval is the management representation letter and the financial statements for the entity leasing property associated with Sooner Town Center II, LLC for calendar years 2020 and 2021.

Tiatia Cromar
Finance Director



100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1245



May 24, 2022

Grant Thornton LLP
1415 Vantage Park Drive, 500
Charlotte, NC 28203

Dear Sir or Madam:

We are providing this letter in connection with your audits of the financial statements of Sooner Town Center II, LLC (the "Company"), which comprise the balance sheets as of December 31, 2021 and December 31, 2020 and the related statements of operations, changes in members' deficit, and cash flows for the years then ended, and the related notes to the financial statements. We understand that your audits were made for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America ("US GAAP") and whether the supplementary information is fairly presented, in all material respects, in relation to the financial statements as a whole.

We have fulfilled our responsibility, as set out in the terms of the Engagement Letter, for the preparation and fair presentation of the financial statements in accordance with US GAAP. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud, including programs and controls to prevent and detect fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered to be material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of the surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves, as of May 24, 2022, the following representations made to you during your audits.

1. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud. We have no knowledge of fraud or suspected fraud affecting the Company involving:
 - a. Management
 - b. Employees who have significant roles in internal control, or
 - c. Others where the fraud could have a material effect on the financial statements.
2. We have no knowledge of any allegations of fraud or suspected fraud affecting the Company's financial statements received in communications from employees, former employees, analysts, regulators, short sellers, or others.
3. There are no known violations or possible violations of, or no known instances of noncompliance or suspected noncompliance with, laws and regulations whose effects should be considered by management when preparing the financial statements, as a basis for recording a loss contingency or for disclosure.
4. The Company has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of a noncompliance.
5. The Company has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.

6. We have disclosed to you the identity of all the Company's related parties and all related party relationships and transactions of which we are aware. Related party relationships and transactions and related amounts receivable from

or payable to related parties (including sales, purchases, loans, transfers, leasing arrangements, and guarantees) have been properly accounted for and disclosed in the financial statements in accordance with US GAAP.

We understand that “related parties” include (1) affiliates of the Company; (2) entities for which investments in their equity securities would be required to be accounted for by the equity method by the investing entity; (3) trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management; (4) principal owners of the Company and members of their immediate families; and (5) management of the Company and members of their immediate families.

Related parties also include (1) other parties with which the Company may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests; and (2) other parties that can significantly influence the management or operating policies of the transacting parties or that have an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

7. We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments whose effects should be considered by management when preparing the financial statements and that should be accounted for and disclosed in accordance with US GAAP (ASC 450, *Contingencies*), and we have not consulted legal counsel concerning such litigation, claims, or assessments.
8. The calculation of participation rent for the year ended December 31, 2021 as determined in the supplementary schedules of net operating income, debt service, net cash flow, and subtenant rents is prepared in compliance with the terms as defined in the Westside General Ground Lease (the Agreement). We have read the supplementary schedules and believe the information presented is consistent with and accurately reflects the provisions contained in the Agreement.
9. The information included in the Leases footnote to the financial statements, which describes the participation rent calculation, is consistent with our understanding of the Agreement.
10. Participation rent expense incurred totaled \$64,501 for the year ended December 31, 2021 and is properly recorded in the statement of operations.
11. Based on the Agreement with the City, the Company is able to factor in a cash reserve to the Net Operating Income section of the Participation Rent Expense calculation. Per the agreement, both parties must agree to any cash reserve amounts. The Company did not reserve a cash balance in 2021 related to the Participation Rent Expense calculation.
12. No events have occurred subsequent to the date of the financial statements through the date of this letter that would require, in accordance with US GAAP, recognition or disclosure in the financial statements.



100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1245

Very truly yours,

SOONER TOWN CENTER II, LLC

Robert C. Collett, Managing Member

John Cheek, Consultant to Collett as an agent for Sooner Town Center II, LLC

Katherine Fox, Chief Financial Officer of Collett as an agent for Sooner Town Center II, LLC

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Tim Lyon, General Manager

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

Tim Lyon, General Manager

DRAFT

Financial Statements and Report of
Independent Certified Public
Accountants

Sooner Town Center II, LLC

December 31, 2021 and 2020

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GRANT THORNTON LLP

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Members of
Sooner Town Center II, LLC

Opinion

We have audited the financial statements of Sooner Town Center II, LLC (an Oklahoma limited liability company) (the "Company"), which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of operations, changes in members' deficit, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for opinion

We conducted our audits of the financial statements in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of management for the financial statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Auditor's responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information included in Schedules I through IV is presented for purposes of additional analysis and is not a required part of the financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures. These additional procedures included comparing and reconciling the information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

GRANT THORNTON LLP (signed manually)

Charlotte, North Carolina

May XX, 2022

Sooner Town Center II, LLC

BALANCE SHEETS

December 31,

	<u>2021</u>	<u>2020</u>
ASSETS		
Real property, at cost		
Buildings	\$ 6,867,756	\$ 6,867,756
Land improvements and signage	1,772,745	1,772,745
	<u>8,640,501</u>	<u>8,640,501</u>
Less - accumulated depreciation	(2,688,889)	(2,460,407)
Real property, net	5,951,612	6,180,094
Other assets		
Cash and cash equivalents	364,143	505,155
Accounts receivable	106,629	63,057
Deferred rents receivable	39,110	33,874
Deferred charges and other assets, net	114,793	160,960
Total assets	<u>\$ 6,576,287</u>	<u>\$ 6,943,140</u>
LIABILITIES AND MEMBERS' DEFICIT		
Liabilities		
Notes payable (net of deferred loan costs of \$45,091 at December 31, 2021 and \$47,731 at December 31, 2020)	\$ 7,545,263	\$ 7,774,895
Accounts payable and accrued expenses	264,902	331,955
Unearned revenue	59,923	59,641
Total liabilities	7,870,088	8,166,491
Members' deficit	<u>(1,293,801)</u>	<u>(1,223,351)</u>
Total liabilities and members' deficit	<u>\$ 6,576,287</u>	<u>\$ 6,943,140</u>

The accompanying notes are an integral part of these financial statements.

Sooner Town Center II, LLC

STATEMENTS OF OPERATIONS

Years ended December 31,

	<u>2021</u>	<u>2020</u>
Rental revenues	\$ 1,293,730	\$ 1,252,902
Operating expenses		
Common area maintenance	86,628	74,291
General and administrative expenses	306,835	295,858
Rent expense	130,106	218,272
Depreciation and amortization	<u>275,318</u>	<u>327,525</u>
Total operating expenses	<u>798,887</u>	<u>915,946</u>
Interest expense	<u>424,862</u>	<u>433,871</u>
NET INCOME (LOSS)	<u>\$ 69,981</u>	<u>\$ (96,915)</u>

The accompanying notes are an integral part of these financial statements.

Sooner Town Center II, LLC

STATEMENTS OF CHANGES IN MEMBERS' DEFICIT

Years ended December 31, 2021 and 2020

Members' deficit, December 31, 2019	\$ (1,031,436)
Net loss	(96,915)
Distributions	<u>(95,000)</u>
Members' deficit, December 31, 2020	(1,223,351)
Net income	69,981
Distributions	<u>(140,431)</u>
Members' deficit, December 31, 2021	<u><u>\$ (1,293,801)</u></u>

The accompanying notes are an integral part of these financial statements.

Sooner Town Center II, LLC
STATEMENTS OF CASH FLOWS
Years ended December 31,

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities:		
Net income (loss)	\$ 69,981	\$ (96,915)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation	228,482	280,689
Amortization	46,836	46,836
Changes in operating assets and liabilities:		
Accounts receivable	(43,572)	5,075
Deferred rents receivable	(5,236)	(5,236)
Deferred charges and other assets	1,971	26,752
Accounts payable and accrued expenses	(67,053)	84,159
Unearned revenue	282	268
	<u>231,691</u>	<u>341,628</u>
Net cash provided by operating activities		
Cash flows from financing activities:		
Repayments on note payable	(232,272)	(78,048)
Member distributions	(140,431)	(95,000)
	<u>(372,703)</u>	<u>(173,048)</u>
Net cash used in financing activities		
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(141,012)	168,580
Cash and cash equivalents, beginning of year	<u>505,155</u>	<u>336,575</u>
Cash and cash equivalents, end of year	<u>\$ 364,143</u>	<u>\$ 505,155</u>
Supplemental disclosures of cash flow information:		
Cash paid for interest	<u>\$ 436,589</u>	<u>\$ 423,598</u>

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

December 31, 2021 and 2020

NOTE 1 - SUMMARY OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES***Organization***

Sooner Town Center II, LLC (an Oklahoma limited liability company) (the Company) was organized in January 2012 for the purpose of acquiring, developing and leasing commercial properties in Oklahoma. The Company operates a retail center (the Project) located in Midwest City, Oklahoma. The Project is defined by a Ground Lease Agreement between Midwest City Memorial Hospital Authority, an affiliate of Midwest City, Oklahoma (collectively, the City) and the Company. The City is considered to be a related party for financial reporting purposes. The Company is responsible for design, construction, financing, leasing and management of the Project, all subject to City approval. Income and loss will be allocated to members in accordance with the operating agreement. The Project consists of 69,308 square feet of retail space and was completed in 2012.

Cash and Cash Equivalents

The Company classifies highly liquid investments with original maturity dates of three months or less as cash equivalents.

Concentration of Credit Risk

The Company's operating property is located in Midwest City, Oklahoma. The Company's ability to generate future revenues is dependent upon the economic conditions within this area.

As of December 31, 2021 and 2020, the Company had three tenants. Each tenant comprised more than 10% of total base rental revenue for the years ended December 31, 2021 and 2020. All three tenants comprised more than 10% of accounts receivable as of December 31, 2021 and 2020.

The Company maintains its cash in a commercial bank. Regularly during the year, the Company maintained cash and cash equivalents in accounts in excess of the amount insured by the Federal Deposit Insurance Corporation. The Company's management regularly monitors the financial stability of these financial institutions.

Revenue Recognition

Rental revenue is generally recognized based on the terms of leases entered into with tenants. Rental revenue from leases with scheduled rent increases, incentives or abatements is recognized on a straight-line basis over the non-cancelable term of the respective leases. Property operating cost recoveries from tenants for common area maintenance, real estate taxes and other recoverable costs totaled \$315,326 and \$297,144 for the years ended December 31, 2021 and 2020, respectively, and are recognized in the period in which the related expenses are incurred, and are included in rental revenues in the accompanying statements of operations. Receivables relating to these recoveries totaled \$30,174 and \$48,983 as of December 31, 2021 and 2020, respectively, and are included in accounts receivable on the accompanying balance sheets. If it becomes probable that a tenant will fail to perform according to the terms of the lease, a loss equal to the deferred rents receivable unlikely to be received from that tenant would be charged to operations. The Company also earns percentage rent from a tenant based on a gross receipts calculation. This revenue is recognized in the period it is earned. Receivables relating to percentage rent totaled \$36,721 and \$14,074 as of December 31, 2021 and 2020, respectively, and are included in accounts receivable on the accompanying balance sheets.

Rental revenue recognized on a straight-line basis over rents due amounted to \$5,236 for the years ended December 31, 2021 and 2020.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2021 and 2020

Revenue received in advance from tenants is recognized as unearned revenue on the accompanying balance sheets. Unearned revenue was \$59,923 and \$59,641 as of December 31, 2021 and 2020, respectively.

At December 31, 2021, three tenants occupying 69,308 square feet were operating under noncancelable leases providing for future minimum rents of \$2,249,288 with the latest expiration date of July 31, 2029.

Future minimum rents receivable under non-cancelable leases for all known tenants at December 31, 2021, is as follows. Most leases have renewal options, which are not included below.

	Amount
2022	\$ 936,448
2023	274,161
2024	210,749
2025	219,912
2026	219,912
Thereafter	568,106
	<u>\$ 2,429,288</u>

Accounts receivable are reported at their estimated net realizable value. When necessary, the Company provides an allowance for doubtful accounts based upon a review of outstanding receivables, historical collection information and existing economic conditions. Past due status is based on the contractual terms of the receivables. Accounts receivable are written off based on individual credit evaluation and specific circumstances of the customer. Management has concluded that all of the Company's accounts receivable amounts will be realizable and, accordingly, has not recorded an allowance for doubtful accounts at December 31, 2021 or 2020.

Real Property

Buildings are stated at cost and depreciated using the straight-line method over the estimated useful life of 39 years. Land improvements and signage are depreciated using an accelerated method of depreciation over the useful life of the assets, usually 15 years.

Depreciation on real property charged to operations was \$228,482 and \$280,689 for the years ended December 31, 2021 and 2020, respectively.

Repairs are charged against operations. Renewals and betterments that materially extend the life of an asset are capitalized.

The Company reviews the real property for impairment whenever events or changes in circumstances indicate that the carrying amount of the real property may not be recoverable. Recoverability of the real property is measured by a comparison of the carrying amount of the real property to undiscounted future net cash flows expected to be generated by the real property. If the real property is considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the real property exceeds its fair value. No impairment was recognized as of December 31, 2021 and 2020.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2021 and 2020

Deferred Charges and Other Assets, net

Deferred charges consist of lease commissions and lease costs and are stated at cost net of accumulated amortization. At December 31, 2021 and 2020, total deferred charges capitalized were \$592,727 with accumulated amortization of \$489,808 and \$445,612, respectively. The lease commissions and lease costs are amortized on the straight-line method over the terms of the respective leases. Lease commissions and lease costs amortization expense of \$44,196 is included in depreciation and amortization in the accompanying statements of operations for both years ended December 31, 2021 and 2020.

Deferred charges and other assets also includes \$11,874 and \$13,845 of prepaid expenses at December 31, 2021 and 2020, respectively.

Income Taxes

The Company is a limited liability company treated as a partnership for federal and state income tax purposes. As a result, the Company's results of operations are included in the income tax returns of its individual members. Accordingly, no provision for federal or state income taxes has been recorded in the accompanying financial statements. The Company files income tax returns in the U.S. federal jurisdiction and in the Oklahoma state jurisdiction. The Company is no longer subject to examination by taxing authorities for years before 2019, and it is not aware of any audits by any taxing authority.

The Company follows applicable authoritative guidance on accounting for uncertainty in income taxes which, among other things, prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods and disclosure. The Company has no uncertain tax positions.

Use of Accounting Estimates

The financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America (US GAAP), which require management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingencies and the results of operations for the years ended December 31, 2021 and 2020. While management has based their assumptions and estimates on the facts and circumstances known at December 31, 2021 and 2020, actual results may differ from those estimates.

Other Risks

Since early March 2020, efforts to slow the spread of the COVID-19 virus have had a significant impact on the U.S. economy. The Company continues to follow the policies described in Note 1, including those related to impairments of real estate assets and allowance for doubtful accounts. Impacts of the pandemic on the Company's financial results have been reflected in the accompanying balance sheets and statements of operations. Continuing impacts of COVID-19 on the overall economy and the Company itself are highly uncertain and cannot be predicted. These impacts will continue to be evaluated and may result in recording impairments and allowance for doubtful accounts in future periods.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2021 and 2020

NOTE 2 - NOTE PAYABLE

The Company entered into a note payable agreement with First National Bank for borrowings in the maximum principal amount of \$9,136,970 on September 18, 2012. Cumulative amounts borrowed as of December 31, 2021 and 2020 were \$7,590,354 and \$7,822,626, respectively. The note is collateralized by a deed of trust on real property and assignment of rents. On February 10, 2017, the Company refinanced the note with First National Bank for the entire outstanding balance on that date. Under the amended terms, the interest rate is fixed at a rate equal to 3.50% per annum in excess of the Treasury Rate adjustable every five years. The entire unpaid balance of principal and accrued unpaid interest outstanding on the note will be due and payable on February 10, 2039. For the years ending December 31, 2021 and 2020, the interest rate was 5.44%.

The net deferred loan cost balance as of December 31, 2021 and 2020 of \$45,091 and \$47,731, respectively, is presented as a reduction of the related debt liabilities on the accompanying balance sheets.

Notes payable outstanding consisted of the following as of December 31:

	<u>2021</u>	<u>2020</u>
Principal balance	\$ 7,590,354	\$ 7,822,626
Less - Unamortized deferred loan costs	<u>(45,091)</u>	<u>(47,731)</u>
Notes payable less unamortized deferred loan costs	<u>\$ 7,545,263</u>	<u>\$ 7,774,895</u>

Loan costs consist of various debt issuance costs and are amortized on the straight-line method, which approximates the effective interest method, based on terms of the respective debt agreements. The Company's loan costs total \$58,070 as of both December 31, 2021 and 2020, with accumulated amortization totaling \$12,979 and \$10,339 as of December 31, 2021 and 2020, respectively. Loan cost amortization expense of \$2,640 is included in depreciation and amortization in the accompanying statements of operations for the years ended December 31, 2021 and 2020.

Interest incurred related to the above notes payable totaled \$424,862 and \$433,871 for the years ended December 31, 2021 and 2020, respectively.

Scheduled principal payments on the note payable are as follows:

	<u>Amount</u>
2022	\$ 256,660
2023	271,180
2024	285,416
2025	302,667
2026	319,790
Thereafter	<u>6,154,641</u>
	<u>\$ 7,590,354</u>

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2021 and 2020

NOTE 3 - LEASES

The Company subleases the Project land from Sooner Town Center, LLC (STC), a related party, which leases the land from the City. The lease commenced on July 19, 2012, with rent commencement on October 31, 2012. The lease expires on October 31, 2062, with a five-year renewal option. The monthly rent amount increases by 10% on the 10th anniversary of the commencement date, and every five years thereafter.

Straight-line rental expense totaled \$65,604 for the years ended December 31, 2021 and 2020. Unpaid rent expense related to this lease totaled \$164,847 and \$144,243 as of December 31, 2021 and 2020, respectively, and is included in accounts payable and accrued expenses on the accompanying balance sheets.

Future minimum rent payments for the original term are as follows:

	<u>Amount</u>
2022	\$ 45,750
2023	49,500
2024	49,500
2025	49,500
2026	49,500
Thereafter	<u>2,624,259</u>
	<u>\$ 2,868,009</u>

The Company also has a ground lease with the Midwest City Memorial Hospital Authority, an affiliated entity, which provides for participation rent equivalent to 50% of net operating income in excess of debt service, measured on a cumulative basis. Rent commenced on October 31, 2012 under this lease, which expires on October 31, 2062, with a five-year renewal option. In addition to participation rent, starting one year after the commencement date, annual rent is \$1. Participation rent is due and payable only to the extent that cumulative net cash flows are positive. Rent expense under this lease totaled \$64,501 and \$152,668 for the years ended December 31, 2021 and 2020, respectively.

NOTE 4 - RELATED-PARTY TRANSACTIONS AND BALANCES

Collett & Associates, LLC (Collett), an affiliated entity, provides leasing, development and brokerage services to the Company. Collett receives a monthly fee of 4% of gross monthly collections for providing property management services. Such fees totaled \$49,797 and \$50,427 for the years ending December 31, 2021 and 2020, respectively, and are recorded as general and administrative expenses. The Company paid nominal amounts for various expense reimbursements to Collett, which are recorded as general and administrative expenses, for the years ended December 31, 2021 and 2020.

John S. Cheek, Inc. (Cheek), an affiliated entity, provides tax and accounting services to the Company. The Company paid \$4,700 and \$9,170 in fees to Cheek for the years ended December 31, 2021 and 2020, respectively, and are recorded as general and administrative expenses.

The Company leases land from the City (see Note 3). Utility expenses paid to the City totaled \$8,779 and \$9,742 for the years ended December 31, 2021 and 2020, respectively, and are recorded in common area maintenance expenses.

Certain members guarantee the note payable.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2021 and 2020

NOTE 5 - SUBSEQUENT EVENTS

The Company has analyzed its operations subsequent to December 31, 2021 through May XX, 2022, the date the financial statements were available to be issued. All subsequent events requiring recognition or disclosure have been incorporated into these consolidated financial statements.

SUPPLEMENTARY INFORMATION

Sooner Town Center II, LLC

SCHEDULE I - NET OPERATING INCOME

Year ended December 31, 2021

Rental revenues per audited financial statements	\$ 1,293,730
Adjustments for cash basis:	
Accounts receivable	(43,572)
Deferred rents receivable	(5,236)
Unearned rent	<u>282</u>
Gross operating revenue (cash basis)	<u>1,245,204</u>
Allowable expenses	
Total operating expenses	798,887
Adjustments for noncash expenses:	
Depreciation and amortization	(275,318)
Other adjustments:	
Participation rent expense, accrued or paid	<u>(64,501)</u>
Allowable expenses, net	<u>459,068</u>
Net operating income per Ground Lease Agreement (1)	<u><u>\$ 786,136</u></u>

- (1) The Ground Lease Agreement between the City and the Company defines Net Operating Income per the Redevelopment Agreement as the difference between Gross Operating Revenue and the actual Operating Expenses for the same period. The agreement specifically defines Gross Operating Revenue as all revenues derived from the project, determined in accordance with GAAP, computed on a cash basis, exclusive of subtenant security deposits and other refundable deposits and exclusive of proceeds derived from a sale, condemnation, financing, insurance settlement or other transaction that is capital in nature. Further, Operating Expenses are defined as those costs determined in accordance with GAAP, including all necessary and reasonable expenditures of any kind made with respect to the operations of the project typical of a Class A shopping center, without limitation, ad valorem taxes, insurance premiums, R&M expenses, management fees, leasing and advertising expenses, professional fees, wages and utility costs. Non-cash expenditures such as depreciation and amortization shall not be included in the computation of Operating Expenses. Operating Expenses shall include all project development costs incurred by the Company, that are not financed, in further developing and leasing available space within the Project including, without limitation, tenant upfitting costs, market rate brokerage commissions, tenant improvement allowances, building improvements and legal fees.

Sooner Town Center II, LLC
SCHEDULE II - DEBT SERVICE
Year ended December 31, 2021

Debt service:	
Interest expense per audited financial statements	\$ 424,862
Principal payments and loan costs	<u>232,272</u>
Total Debt Service (2)	<u><u>\$ 657,134</u></u>

(2) The Ground Lease Agreement defines Debt Service as the net principal paydown on all loans and accrued interest on all loans and all costs associated with obtaining the loans on the Project or any portion thereof for which a certificate of completion has been issued that are not and have not previously been accrued or paid as Operating Expenses.

Sooner Town Center II, LLC

SCHEDULE III - NET CASH FLOW

Year ended December 31, 2021

Net operating income per Ground Lease Agreement	\$ 786,136
Less - debt service	<u>(657,134)</u>
Net cash flow, current year	129,002
Less - cash reserve	<u>-</u>
Net cash flow, after year	129,002
Participant rent factor	<u>50%</u>
Participant Rent (minimum - of \$0) (3)	<u><u>\$ 64,501</u></u>

- (3) For purposes of determining Participation Rent, the Ground Lease Agreement defines Net Cash Flow as Net Operating Income less Debt Service. Participation Rent shall be an amount equal to fifty percent (50%) of Net Cash Flow remaining after any additional cash reserve.

Sooner Town Center II, LLC

SCHEDULE IV - SUBTENANT RENTS

Year ended December 31, 2021

Tenant rents	<u>\$ 1,245,204</u>
Gross operating revenue (cash basis) (4)	<u><u>\$ 1,245,204</u></u>

(4) Refer to page 17 for the calculation of Gross operating revenue (subtenant rents) which is computed on the cash basis.



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: May 24, 2022

Subject: Discussion and consideration of adoption, including any possible amendment, of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

Jim Garrels, President of Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event that the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed, or changes need to be made to the Statement of Investment Policy on short notice.

Tiatia Cromar
Finance Director



NEW BUSINESS/
PUBLIC DISCUSSION





SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA

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

May 24, 2022 – 6:03 PM

Presiding members: Chairman Matthew Dukes

Trustee Susan Eads

Trustee Pat Byrne

Trustee Megan Bain

Trustee Sean Reed

Trustee Sara Bana

Trustee Rick Favors

City Staff:

City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. CALL TO ORDER.

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

1. Discussion and consideration for adoption, including any possible amendments, of the March 22, 2022 meeting minutes. (Secretary - S. Hancock)
2. Discussion and consideration for adoption, including any possible amendments, the May 10, 2022 meeting minutes. (Secretary - S. Hancock)
3. Discussion and consideration, including any possible amendment, of the management representation letters to Grant Thornton LLP and accepting the drafts of the final reports associated with Combined Financial Statements of Sooner Town Center, LLC and Sooner Town Center II, LLC for calendar years ending December 2020 and December 31, 2021. (Finance - T. Cromar)
4. Discussion, consideration and possible action to approve and/or amend a resolution of the Midwest City Economic Development Authority declaring approximately 24.03 acres located in the Northwest Quarter of Section 22, Township 12 North, Range 2 West of the Indian Meridian surplus; and approving a certain "Agreement for the Purchase and Sale of Real Estate", by and between the Midwest Economic Development Authority and MTG Property Holdings, LLC (the "Real Estate Agreement") with possible amendments; Authorizing and directing execution and delivery of the Real Estate Agreement; and containing other provisions relating thereto. (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 Trustees on any Subject not scheduled on the Regular Agenda. The Trustees 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 Trustees will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE TRUSTEES ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.**

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.midwestcityokorg).

**Midwest City Economic Development Authority Minutes
Special Meeting**

March 22, 2022

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

Chairman Matt Dukes called the meeting to order at 7:40 PM with following members present:

Trustee Susan Eads	Trustee Sean Reed	City Manager Tim Lyon
	Trustee Christine Allen	City Clerk Sara Hancock
Trustee Española Bowen	Trustee Rick Favors City	Attorney Don Maisch

Absent: Trustee Pat Byrne

DISCUSSION ITEM.

1. Discussion and consideration for adoption, including any possible amendment, of the February 22, 2022 meeting minutes. Allen made a motion to approve the minutes, seconded by Favors. Voting Aye: Eads, Bowen, Reed, Allen, Favors, and Dukes. Nay: none. Absent: Byrne. Motion carried.

PUBLIC DISCUSSION. There was no public discussion.

At 7:41 PM Reed made a motion to recess, seconded by Allen. Voting Aye: Eads, Bowen, Reed, Allen, Favors, and Dukes. Nay: none. Absent: Byrne. Motion carried.

At 7:42 PM Reed made a motion to reconvene the meeting, seconded by Favors. Voting Aye: Eads, Bowen, Reed, Allen, Favors, and Dukes. Nay: none. Absent: Byrne. Motion carried.

EXECUTIVE SESSION.

1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the general manager/ administrator to take action as appropriate based on the discussion in executive session.

At 7:43 PM Reed made a motion to enter into Executive Session, seconded by Allen. Voting Aye: Eads, Bowen, Reed, Allen, Favors, and Dukes. Nay: none. Absent: Byrne. Motion carried.

At 8:46 PM Reed made a motion to return to open session, seconded by Allen. Voting Aye: Eads, Bowen, Reed, Allen, Favors, and Dukes. Nay: none. Absent: Byrne. Motion carried.

Reed made a motion to proceed as discussed, seconded by Allen. Voting Aye: Eads, Bowen, Reed, Allen, Favors, and Dukes. Nay: none. Absent: Byrne. Motion carried.

ADJOURNMENT.

There was no further business, Chairman Dukes adjourned the meeting at 8:47 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary

Notice for the special meetings 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).

**Combined Minutes for the Midwest City
City Council, Municipal Authority, Memorial Hospital Authority,
Economic Development Authority and Utilities Authority
Special Meetings**

May 10, 2022

This meeting was held in the Midwest City Council Conference Room second floor of City Hall, 100 N Midwest Blvd, Midwest City, County of Oklahoma, State of Oklahoma.

Mayor Matt Dukes called the meeting to order at 5:32 PM with following members present:

Ward 1 Susan Eads

Ward 2 Pat Byrne**

Ward 3 Megan Bain

Ward 5 Sara Bana

Ward 6 Rick Favors

City Manager Tim Lyon

Asst. City Manager Vaughn Sullivan

Director of Operations Ryan Rushing

Public Works Director Paul Streets

Finance Director Tiatia Cromar

City Attorney Don Maisch*

City Clerk Sara Hancock*

Absent: Ward 4 Sean Reed

DISCUSSION ITEM.

- 1. Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration, Article VIII, Purchasing, Section 2-116, Generally; 2-118, Bids required; invitation; Section 2-125, When bidding not required; Article IX, Surplus Property, Section 2-130, Bidding; Article X, Payment of Municipal obligations, Section 2-143, Authority to institute legal action and settle claims; providing for a repealer, severability and declaring an emergency.**

Maisch addressed Council. After Staff and Council discussion, Eads made a motion to approve Ordinance 3479, seconded by Favors. Voting Aye: Eads, Byrne, Bain, Bana, Favors, and Dukes. Nay: None. Absent: Reed. Motion carried.

Eads made a motion to approve the Emergency Clause, seconded by Favors. Voting Aye: Eads, Byrne, Bain, Bana, Favors, and Dukes. Nay: None. Absent: Reed. Motion carried.

*D. Maisch and S. Hancock left the meeting at 5:37 PM.

**Councilmember Byrne left the meeting at 6:20 PM.

- 2. Discussion and review of 1) the various City budgets; and 2) the Midwest City Authorities' budgets including the Municipal Authority, the Memorial Hospital Authority, the Economic Development Authority, the Utilities Authority, and the Urban Renewal Authority for the fiscal year 2022-23.**

Staff briefed the Councilmembers on various budget items and the Councilmembers sought clarification and discussed individual items with Staff. No action was taken.

Adjournment. There being no further business, Mayor Dukes adjourned at 9:30 PM.

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk



Finance Director
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1245

MEMORANDUM

TO: Economic Development Authority Chairman and Trustees

FROM: Tiatia Cromar, Finance Director

DATE: May 24, 2022

SUBJECT: Discussion and consideration, including any possible amendment, of the management representation letters to Grant Thornton LLP and accepting the drafts of the final reports associated with Combined Financial Statements of Sooner Town Center, LLC and Sooner Town Center II, LLC for calendar years ending December 2020 and December 31, 2021.

Attached for your review and approval are the management representation letters and financial statements for the entity leasing property associated with Sooner Town Center, LLC and Sooner Town Center II, LLC for calendar years 2020 and 2021.

Tiatia Cromar
Finance Director



100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1245



May 24, 2022

Grant Thornton LLP
1415 Vantage Park Drive, 500
Charlotte, NC 28203

Dear Sir or Madam:

We are providing this letter in connection with your audits of the consolidated financial statements of Sooner Town Center, LLC (the "Company"), which comprise the balance sheets as of December 31, 2021 and December 31, 2020 and the related consolidated statements of operations, changes in members' deficit, and cash flows for the years then ended, and the related notes to the consolidated financial statements. We understand that your audits were made for the purpose of expressing an opinion as to whether the consolidated financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America ("US GAAP") and whether the supplementary information is fairly presented, in all material respects, in relation to the consolidated financial statements as a whole.

We have fulfilled our responsibility, as set out in the terms of the Engagement Letter, for the preparation and fair presentation of the consolidated financial statements in accordance with US GAAP. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud, including programs and controls to prevent and detect fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered to be material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of the surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves, as of May 24, 2022, the following representations made to you during your audits.

1. We have disclosed to you the results of our assessment of the risk that the consolidated financial statements may be materially misstated as a result of fraud. We have no knowledge of fraud or suspected fraud affecting the Company involving:
 - a. Management
 - b. Employees who have significant roles in internal control, or
 - c. Others where the fraud could have a material effect on the consolidated financial statements.
2. We have no knowledge of any allegations of fraud or suspected fraud affecting the Company's consolidated financial statements received in communications from employees, former employees, analysts, regulators, short sellers, or others.
3. There are no known violations or possible violations of, or no known instances of noncompliance or suspected noncompliance with, laws and regulations whose effects should be considered by management when preparing the consolidated financial statements, as a basis for recording a loss contingency or for disclosure.
4. The Company has complied with all aspects of contractual agreements that would have a material effect on the consolidated financial statements in the event of a noncompliance.
5. The Company has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.

6. We have disclosed to you the identity of all the Company's related parties and all related party relationships and transactions of which we are aware. Related party relationships and transactions and related amounts receivable from or payable to related parties (including sales, purchases, loans, transfers, leasing arrangements, and guarantees) have been properly accounted for and disclosed in the consolidated financial statements in accordance with US GAAP.

We understand that "related parties" include (1) affiliates of the Company; (2) entities for which investments in their equity securities would be required to be accounted for by the equity method by the investing entity; (3) trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management; (4) principal owners of the Company and members of their immediate families; and (5) management of the Company and members of their immediate families.

Related parties also include (1) other parties with which the Company may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests; and (2) other parties that can significantly influence the management or operating policies of the transacting parties or that have an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

7. We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments whose effects should be considered by management when preparing the consolidated financial statements and that should be accounted for and disclosed in accordance with US GAAP (ASC 450, *Contingencies*), and we have not consulted legal counsel concerning such litigation, claims, or assessments.
8. The calculation of participation rent for the year ended December 31, 2021 as determined in the supplementary schedules of net operating income, debt service, net cash flow, and subtenant rents is prepared in compliance with the terms as defined in the Midwest City Downtown Redevelopment General Ground Lease (the Agreement). We have read the supplementary schedules and believe the information presented is consistent with and accurately reflects the provisions contained in the Agreement.
9. The information included in the Leases footnote to the consolidated financial statements, which describes the participation rent calculation, is consistent with our understanding of the Agreement.
10. Rent expense incurred totaled \$1,464,115 for the year ended December 31, 2021 and is properly recorded in the consolidated statement of operations.
11. Based on the Promissory Note Agreement with the City, the Company is able to factor in a cash reserve to the Net Operating Income section of the Participation Rent Expense calculation. Per the agreement, both parties must agree to any cash reserve amounts. The Company did not reserve a cash balance in 2021 related to the Participation Rent Expense calculation.
12. No events have occurred subsequent to the date of the consolidated financial statements through the date of this letter that would require, in accordance with US GAAP, recognition or disclosure in the consolidated financial statements.



100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1245

Very truly yours,

SOONER TOWN CENTER, LLC

Robert C. Collett, Managing Member

John Cheek, Consultant to Collett as an agent for Sooner Town Center, LLC

Katherine Fox, Chief Financial Officer of Collett as an agent for Sooner Town Center, LLC

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Tim Lyon, General Manager



100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1245



May 24, 2022

Grant Thornton LLP
1415 Vantage Park Drive, 500
Charlotte, NC 28203

Dear Sir or Madam:

We are providing this letter in connection with your audits of the financial statements of Sooner Town Center II, LLC (the "Company"), which comprise the balance sheets as of December 31, 2021 and December 31, 2020 and the related statements of operations, changes in members' deficit, and cash flows for the years then ended, and the related notes to the financial statements. We understand that your audits were made for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America ("US GAAP") and whether the supplementary information is fairly presented, in all material respects, in relation to the financial statements as a whole.

We have fulfilled our responsibility, as set out in the terms of the Engagement Letter, for the preparation and fair presentation of the financial statements in accordance with US GAAP. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud, including programs and controls to prevent and detect fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered to be material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of the surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves, as of May 24, 2022, the following representations made to you during your audits.

1. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud. We have no knowledge of fraud or suspected fraud affecting the Company involving:
 - a. Management
 - b. Employees who have significant roles in internal control, or
 - c. Others where the fraud could have a material effect on the financial statements.
2. We have no knowledge of any allegations of fraud or suspected fraud affecting the Company's financial statements received in communications from employees, former employees, analysts, regulators, short sellers, or others.
3. There are no known violations or possible violations of, or no known instances of noncompliance or suspected noncompliance with, laws and regulations whose effects should be considered by management when preparing the financial statements, as a basis for recording a loss contingency or for disclosure.
4. The Company has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of a noncompliance.
5. The Company has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.

6. We have disclosed to you the identity of all the Company's related parties and all related party relationships and transactions of which we are aware. Related party relationships and transactions and related amounts receivable from

or payable to related parties (including sales, purchases, loans, transfers, leasing arrangements, and guarantees) have been properly accounted for and disclosed in the financial statements in accordance with US GAAP.

We understand that “related parties” include (1) affiliates of the Company; (2) entities for which investments in their equity securities would be required to be accounted for by the equity method by the investing entity; (3) trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management; (4) principal owners of the Company and members of their immediate families; and (5) management of the Company and members of their immediate families.

Related parties also include (1) other parties with which the Company may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests; and (2) other parties that can significantly influence the management or operating policies of the transacting parties or that have an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

7. We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments whose effects should be considered by management when preparing the financial statements and that should be accounted for and disclosed in accordance with US GAAP (ASC 450, *Contingencies*), and we have not consulted legal counsel concerning such litigation, claims, or assessments.
8. The calculation of participation rent for the year ended December 31, 2021 as determined in the supplementary schedules of net operating income, debt service, net cash flow, and subtenant rents is prepared in compliance with the terms as defined in the Westside General Ground Lease (the Agreement). We have read the supplementary schedules and believe the information presented is consistent with and accurately reflects the provisions contained in the Agreement.
9. The information included in the Leases footnote to the financial statements, which describes the participation rent calculation, is consistent with our understanding of the Agreement.
10. Participation rent expense incurred totaled \$64,501 for the year ended December 31, 2021 and is properly recorded in the statement of operations.
11. Based on the Agreement with the City, the Company is able to factor in a cash reserve to the Net Operating Income section of the Participation Rent Expense calculation. Per the agreement, both parties must agree to any cash reserve amounts. The Company did not reserve a cash balance in 2021 related to the Participation Rent Expense calculation.
12. No events have occurred subsequent to the date of the financial statements through the date of this letter that would require, in accordance with US GAAP, recognition or disclosure in the financial statements.



100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1245

Very truly yours,

SOONER TOWN CENTER II, LLC

Robert C. Collett, Managing Member

John Cheek, Consultant to Collett as an agent for Sooner Town Center II, LLC

Katherine Fox, Chief Financial Officer of Collett as an agent for Sooner Town Center II, LLC

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Tim Lyon, General Manager

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

Tim Lyon, General Manager

DRAFT

Financial Statements and Report of
Independent Certified Public
Accountants

Sooner Town Center II, LLC

December 31, 2021 and 2020

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GRANT THORNTON LLP

1415 Vantage Park Dr., Suite 500
Charlotte, NC 28203

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Members of
Sooner Town Center II, LLC

Opinion

We have audited the financial statements of Sooner Town Center II, LLC (an Oklahoma limited liability company) (the "Company"), which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of operations, changes in members' deficit, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for opinion

We conducted our audits of the financial statements in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of management for the financial statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Auditor's responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information included in Schedules I through IV is presented for purposes of additional analysis and is not a required part of the financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures. These additional procedures included comparing and reconciling the information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

GRANT THORNTON LLP (signed manually)

Charlotte, North Carolina

May XX, 2022

Sooner Town Center II, LLC

BALANCE SHEETS

December 31,

	<u>2021</u>	<u>2020</u>
ASSETS		
Real property, at cost		
Buildings	\$ 6,867,756	\$ 6,867,756
Land improvements and signage	<u>1,772,745</u>	<u>1,772,745</u>
	8,640,501	8,640,501
Less - accumulated depreciation	<u>(2,688,889)</u>	<u>(2,460,407)</u>
Real property, net	5,951,612	6,180,094
Other assets		
Cash and cash equivalents	364,143	505,155
Accounts receivable	106,629	63,057
Deferred rents receivable	39,110	33,874
Deferred charges and other assets, net	<u>114,793</u>	<u>160,960</u>
Total assets	<u>\$ 6,576,287</u>	<u>\$ 6,943,140</u>
LIABILITIES AND MEMBERS' DEFICIT		
Liabilities		
Notes payable (net of deferred loan costs of \$45,091 at December 31, 2021 and \$47,731 at December 31, 2020)	\$ 7,545,263	\$ 7,774,895
Accounts payable and accrued expenses	264,902	331,955
Unearned revenue	<u>59,923</u>	<u>59,641</u>
Total liabilities	7,870,088	8,166,491
Members' deficit	<u>(1,293,801)</u>	<u>(1,223,351)</u>
Total liabilities and members' deficit	<u>\$ 6,576,287</u>	<u>\$ 6,943,140</u>

The accompanying notes are an integral part of these financial statements.

Sooner Town Center II, LLC

STATEMENTS OF OPERATIONS

Years ended December 31,

	<u>2021</u>	<u>2020</u>
Rental revenues	\$ 1,293,730	\$ 1,252,902
Operating expenses		
Common area maintenance	86,628	74,291
General and administrative expenses	306,835	295,858
Rent expense	130,106	218,272
Depreciation and amortization	<u>275,318</u>	<u>327,525</u>
Total operating expenses	<u>798,887</u>	<u>915,946</u>
Interest expense	<u>424,862</u>	<u>433,871</u>
NET INCOME (LOSS)	<u>\$ 69,981</u>	<u>\$ (96,915)</u>

The accompanying notes are an integral part of these financial statements.

Sooner Town Center II, LLC

STATEMENTS OF CHANGES IN MEMBERS' DEFICIT

Years ended December 31, 2021 and 2020

Members' deficit, December 31, 2019	\$ (1,031,436)
Net loss	(96,915)
Distributions	<u>(95,000)</u>
Members' deficit, December 31, 2020	(1,223,351)
Net income	69,981
Distributions	<u>(140,431)</u>
Members' deficit, December 31, 2021	<u><u>\$ (1,293,801)</u></u>

The accompanying notes are an integral part of these financial statements.

Sooner Town Center II, LLC
STATEMENTS OF CASH FLOWS
Years ended December 31,

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities:		
Net income (loss)	\$ 69,981	\$ (96,915)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation	228,482	280,689
Amortization	46,836	46,836
Changes in operating assets and liabilities:		
Accounts receivable	(43,572)	5,075
Deferred rents receivable	(5,236)	(5,236)
Deferred charges and other assets	1,971	26,752
Accounts payable and accrued expenses	(67,053)	84,159
Unearned revenue	282	268
	<u>231,691</u>	<u>341,628</u>
Net cash provided by operating activities		
Cash flows from financing activities:		
Repayments on note payable	(232,272)	(78,048)
Member distributions	(140,431)	(95,000)
	<u>(372,703)</u>	<u>(173,048)</u>
Net cash used in financing activities		
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(141,012)	168,580
Cash and cash equivalents, beginning of year	505,155	336,575
Cash and cash equivalents, end of year	<u>\$ 364,143</u>	<u>\$ 505,155</u>
Supplemental disclosures of cash flow information:		
Cash paid for interest	<u>\$ 436,589</u>	<u>\$ 423,598</u>

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

December 31, 2021 and 2020

NOTE 1 - SUMMARY OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES***Organization***

Sooner Town Center II, LLC (an Oklahoma limited liability company) (the Company) was organized in January 2012 for the purpose of acquiring, developing and leasing commercial properties in Oklahoma. The Company operates a retail center (the Project) located in Midwest City, Oklahoma. The Project is defined by a Ground Lease Agreement between Midwest City Memorial Hospital Authority, an affiliate of Midwest City, Oklahoma (collectively, the City) and the Company. The City is considered to be a related party for financial reporting purposes. The Company is responsible for design, construction, financing, leasing and management of the Project, all subject to City approval. Income and loss will be allocated to members in accordance with the operating agreement. The Project consists of 69,308 square feet of retail space and was completed in 2012.

Cash and Cash Equivalents

The Company classifies highly liquid investments with original maturity dates of three months or less as cash equivalents.

Concentration of Credit Risk

The Company's operating property is located in Midwest City, Oklahoma. The Company's ability to generate future revenues is dependent upon the economic conditions within this area.

As of December 31, 2021 and 2020, the Company had three tenants. Each tenant comprised more than 10% of total base rental revenue for the years ended December 31, 2021 and 2020. All three tenants comprised more than 10% of accounts receivable as of December 31, 2021 and 2020.

The Company maintains its cash in a commercial bank. Regularly during the year, the Company maintained cash and cash equivalents in accounts in excess of the amount insured by the Federal Deposit Insurance Corporation. The Company's management regularly monitors the financial stability of these financial institutions.

Revenue Recognition

Rental revenue is generally recognized based on the terms of leases entered into with tenants. Rental revenue from leases with scheduled rent increases, incentives or abatements is recognized on a straight-line basis over the non-cancelable term of the respective leases. Property operating cost recoveries from tenants for common area maintenance, real estate taxes and other recoverable costs totaled \$315,326 and \$297,144 for the years ended December 31, 2021 and 2020, respectively, and are recognized in the period in which the related expenses are incurred, and are included in rental revenues in the accompanying statements of operations. Receivables relating to these recoveries totaled \$30,174 and \$48,983 as of December 31, 2021 and 2020, respectively, and are included in accounts receivable on the accompanying balance sheets. If it becomes probable that a tenant will fail to perform according to the terms of the lease, a loss equal to the deferred rents receivable unlikely to be received from that tenant would be charged to operations. The Company also earns percentage rent from a tenant based on a gross receipts calculation. This revenue is recognized in the period it is earned. Receivables relating to percentage rent totaled \$36,721 and \$14,074 as of December 31, 2021 and 2020, respectively, and are included in accounts receivable on the accompanying balance sheets.

Rental revenue recognized on a straight-line basis over rents due amounted to \$5,236 for the years ended December 31, 2021 and 2020.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2021 and 2020

Revenue received in advance from tenants is recognized as unearned revenue on the accompanying balance sheets. Unearned revenue was \$59,923 and \$59,641 as of December 31, 2021 and 2020, respectively.

At December 31, 2021, three tenants occupying 69,308 square feet were operating under noncancelable leases providing for future minimum rents of \$2,249,288 with the latest expiration date of July 31, 2029.

Future minimum rents receivable under non-cancelable leases for all known tenants at December 31, 2021, is as follows. Most leases have renewal options, which are not included below.

	Amount
2022	\$ 936,448
2023	274,161
2024	210,749
2025	219,912
2026	219,912
Thereafter	568,106
	<u>\$ 2,429,288</u>

Accounts receivable are reported at their estimated net realizable value. When necessary, the Company provides an allowance for doubtful accounts based upon a review of outstanding receivables, historical collection information and existing economic conditions. Past due status is based on the contractual terms of the receivables. Accounts receivable are written off based on individual credit evaluation and specific circumstances of the customer. Management has concluded that all of the Company's accounts receivable amounts will be realizable and, accordingly, has not recorded an allowance for doubtful accounts at December 31, 2021 or 2020.

Real Property

Buildings are stated at cost and depreciated using the straight-line method over the estimated useful life of 39 years. Land improvements and signage are depreciated using an accelerated method of depreciation over the useful life of the assets, usually 15 years.

Depreciation on real property charged to operations was \$228,482 and \$280,689 for the years ended December 31, 2021 and 2020, respectively.

Repairs are charged against operations. Renewals and betterments that materially extend the life of an asset are capitalized.

The Company reviews the real property for impairment whenever events or changes in circumstances indicate that the carrying amount of the real property may not be recoverable. Recoverability of the real property is measured by a comparison of the carrying amount of the real property to undiscounted future net cash flows expected to be generated by the real property. If the real property is considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the real property exceeds its fair value. No impairment was recognized as of December 31, 2021 and 2020.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2021 and 2020

Deferred Charges and Other Assets, net

Deferred charges consist of lease commissions and lease costs and are stated at cost net of accumulated amortization. At December 31, 2021 and 2020, total deferred charges capitalized were \$592,727 with accumulated amortization of \$489,808 and \$445,612, respectively. The lease commissions and lease costs are amortized on the straight-line method over the terms of the respective leases. Lease commissions and lease costs amortization expense of \$44,196 is included in depreciation and amortization in the accompanying statements of operations for both years ended December 31, 2021 and 2020.

Deferred charges and other assets also includes \$11,874 and \$13,845 of prepaid expenses at December 31, 2021 and 2020, respectively.

Income Taxes

The Company is a limited liability company treated as a partnership for federal and state income tax purposes. As a result, the Company's results of operations are included in the income tax returns of its individual members. Accordingly, no provision for federal or state income taxes has been recorded in the accompanying financial statements. The Company files income tax returns in the U.S. federal jurisdiction and in the Oklahoma state jurisdiction. The Company is no longer subject to examination by taxing authorities for years before 2019, and it is not aware of any audits by any taxing authority.

The Company follows applicable authoritative guidance on accounting for uncertainty in income taxes which, among other things, prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods and disclosure. The Company has no uncertain tax positions.

Use of Accounting Estimates

The financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America (US GAAP), which require management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingencies and the results of operations for the years ended December 31, 2021 and 2020. While management has based their assumptions and estimates on the facts and circumstances known at December 31, 2021 and 2020, actual results may differ from those estimates.

Other Risks

Since early March 2020, efforts to slow the spread of the COVID-19 virus have had a significant impact on the U.S. economy. The Company continues to follow the policies described in Note 1, including those related to impairments of real estate assets and allowance for doubtful accounts. Impacts of the pandemic on the Company's financial results have been reflected in the accompanying balance sheets and statements of operations. Continuing impacts of COVID-19 on the overall economy and the Company itself are highly uncertain and cannot be predicted. These impacts will continue to be evaluated and may result in recording impairments and allowance for doubtful accounts in future periods.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2021 and 2020

NOTE 2 - NOTE PAYABLE

The Company entered into a note payable agreement with First National Bank for borrowings in the maximum principal amount of \$9,136,970 on September 18, 2012. Cumulative amounts borrowed as of December 31, 2021 and 2020 were \$7,590,354 and \$7,822,626, respectively. The note is collateralized by a deed of trust on real property and assignment of rents. On February 10, 2017, the Company refinanced the note with First National Bank for the entire outstanding balance on that date. Under the amended terms, the interest rate is fixed at a rate equal to 3.50% per annum in excess of the Treasury Rate adjustable every five years. The entire unpaid balance of principal and accrued unpaid interest outstanding on the note will be due and payable on February 10, 2039. For the years ending December 31, 2021 and 2020, the interest rate was 5.44%.

The net deferred loan cost balance as of December 31, 2021 and 2020 of \$45,091 and \$47,731, respectively, is presented as a reduction of the related debt liabilities on the accompanying balance sheets.

Notes payable outstanding consisted of the following as of December 31:

	<u>2021</u>	<u>2020</u>
Principal balance	\$ 7,590,354	\$ 7,822,626
Less - Unamortized deferred loan costs	<u>(45,091)</u>	<u>(47,731)</u>
Notes payable less unamortized deferred loan costs	<u>\$ 7,545,263</u>	<u>\$ 7,774,895</u>

Loan costs consist of various debt issuance costs and are amortized on the straight-line method, which approximates the effective interest method, based on terms of the respective debt agreements. The Company's loan costs total \$58,070 as of both December 31, 2021 and 2020, with accumulated amortization totaling \$12,979 and \$10,339 as of December 31, 2021 and 2020, respectively. Loan cost amortization expense of \$2,640 is included in depreciation and amortization in the accompanying statements of operations for the years ended December 31, 2021 and 2020.

Interest incurred related to the above notes payable totaled \$424,862 and \$433,871 for the years ended December 31, 2021 and 2020, respectively.

Scheduled principal payments on the note payable are as follows:

	<u>Amount</u>
2022	\$ 256,660
2023	271,180
2024	285,416
2025	302,667
2026	319,790
Thereafter	<u>6,154,641</u>
	<u>\$ 7,590,354</u>

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2021 and 2020

NOTE 3 - LEASES

The Company subleases the Project land from Sooner Town Center, LLC (STC), a related party, which leases the land from the City. The lease commenced on July 19, 2012, with rent commencement on October 31, 2012. The lease expires on October 31, 2062, with a five-year renewal option. The monthly rent amount increases by 10% on the 10th anniversary of the commencement date, and every five years thereafter.

Straight-line rental expense totaled \$65,604 for the years ended December 31, 2021 and 2020. Unpaid rent expense related to this lease totaled \$164,847 and \$144,243 as of December 31, 2021 and 2020, respectively, and is included in accounts payable and accrued expenses on the accompanying balance sheets.

Future minimum rent payments for the original term are as follows:

	<u>Amount</u>
2022	\$ 45,750
2023	49,500
2024	49,500
2025	49,500
2026	49,500
Thereafter	<u>2,624,259</u>
	<u>\$ 2,868,009</u>

The Company also has a ground lease with the Midwest City Memorial Hospital Authority, an affiliated entity, which provides for participation rent equivalent to 50% of net operating income in excess of debt service, measured on a cumulative basis. Rent commenced on October 31, 2012 under this lease, which expires on October 31, 2062, with a five-year renewal option. In addition to participation rent, starting one year after the commencement date, annual rent is \$1. Participation rent is due and payable only to the extent that cumulative net cash flows are positive. Rent expense under this lease totaled \$64,501 and \$152,668 for the years ended December 31, 2021 and 2020, respectively.

NOTE 4 - RELATED-PARTY TRANSACTIONS AND BALANCES

Collett & Associates, LLC (Collett), an affiliated entity, provides leasing, development and brokerage services to the Company. Collett receives a monthly fee of 4% of gross monthly collections for providing property management services. Such fees totaled \$49,797 and \$50,427 for the years ending December 31, 2021 and 2020, respectively, and are recorded as general and administrative expenses. The Company paid nominal amounts for various expense reimbursements to Collett, which are recorded as general and administrative expenses, for the years ended December 31, 2021 and 2020.

John S. Cheek, Inc. (Cheek), an affiliated entity, provides tax and accounting services to the Company. The Company paid \$4,700 and \$9,170 in fees to Cheek for the years ended December 31, 2021 and 2020, respectively, and are recorded as general and administrative expenses.

The Company leases land from the City (see Note 3). Utility expenses paid to the City totaled \$8,779 and \$9,742 for the years ended December 31, 2021 and 2020, respectively, and are recorded in common area maintenance expenses.

Certain members guarantee the note payable.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2021 and 2020

NOTE 5 - SUBSEQUENT EVENTS

The Company has analyzed its operations subsequent to December 31, 2021 through May XX, 2022, the date the financial statements were available to be issued. All subsequent events requiring recognition or disclosure have been incorporated into these consolidated financial statements.

SUPPLEMENTARY INFORMATION

Sooner Town Center II, LLC

SCHEDULE I - NET OPERATING INCOME

Year ended December 31, 2021

Rental revenues per audited financial statements	\$ 1,293,730
Adjustments for cash basis:	
Accounts receivable	(43,572)
Deferred rents receivable	(5,236)
Unearned rent	<u>282</u>
Gross operating revenue (cash basis)	<u>1,245,204</u>
Allowable expenses	
Total operating expenses	798,887
Adjustments for noncash expenses:	
Depreciation and amortization	(275,318)
Other adjustments:	
Participation rent expense, accrued or paid	<u>(64,501)</u>
Allowable expenses, net	<u>459,068</u>
Net operating income per Ground Lease Agreement (1)	<u><u>\$ 786,136</u></u>

(1) The Ground Lease Agreement between the City and the Company defines Net Operating Income per the Redevelopment Agreement as the difference between Gross Operating Revenue and the actual Operating Expenses for the same period. The agreement specifically defines Gross Operating Revenue as all revenues derived from the project, determined in accordance with GAAP, computed on a cash basis, exclusive of subtenant security deposits and other refundable deposits and exclusive of proceeds derived from a sale, condemnation, financing, insurance settlement or other transaction that is capital in nature. Further, Operating Expenses are defined as those costs determined in accordance with GAAP, including all necessary and reasonable expenditures of any kind made with respect to the operations of the project typical of a Class A shopping center, without limitation, ad valorem taxes, insurance premiums, R&M expenses, management fees, leasing and advertising expenses, professional fees, wages and utility costs. Non-cash expenditures such as depreciation and amortization shall not be included in the computation of Operating Expenses. Operating Expenses shall include all project development costs incurred by the Company, that are not financed, in further developing and leasing available space within the Project including, without limitation, tenant upfitting costs, market rate brokerage commissions, tenant improvement allowances, building improvements and legal fees.

Sooner Town Center II, LLC
SCHEDULE II - DEBT SERVICE
Year ended December 31, 2021

Debt service:	
Interest expense per audited financial statements	\$ 424,862
Principal payments and loan costs	<u>232,272</u>
Total Debt Service (2)	<u><u>\$ 657,134</u></u>

(2) The Ground Lease Agreement defines Debt Service as the net principal paydown on all loans and accrued interest on all loans and all costs associated with obtaining the loans on the Project or any portion thereof for which a certificate of completion has been issued that are not and have not previously been accrued or paid as Operating Expenses.

Sooner Town Center II, LLC

SCHEDULE III - NET CASH FLOW

Year ended December 31, 2021

Net operating income per Ground Lease Agreement	\$ 786,136
Less - debt service	<u>(657,134)</u>
Net cash flow, current year	129,002
Less - cash reserve	<u>-</u>
Net cash flow, after year	129,002
Participant rent factor	<u>50%</u>
Participant Rent (minimum - of \$0) (3)	<u><u>\$ 64,501</u></u>

- (3) For purposes of determining Participation Rent, the Ground Lease Agreement defines Net Cash Flow as Net Operating Income less Debt Service. Participation Rent shall be an amount equal to fifty percent (50%) of Net Cash Flow remaining after any additional cash reserve.

Sooner Town Center II, LLC

SCHEDULE IV - SUBTENANT RENTS

Year ended December 31, 2021

Tenant rents	<u>\$ 1,245,204</u>
Gross operating revenue (cash basis) (4)	<u><u>\$ 1,245,204</u></u>

(4) Refer to page 17 for the calculation of Gross operating revenue (subtenant rents) which is computed on the cash basis.

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**Consolidated Financial Statements and
Report of Independent Certified Public
Accountants**

Sooner Town Center, LLC

December 31, 2021 and 2020

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Members of
Sooner Town Center, LLC

Opinion

We have audited the consolidated financial statements of Sooner Town Center, LLC (an Oklahoma limited liability company) (the “Company”), which comprise the consolidated balance sheets as of December 31, 2021 and 2020, and the related consolidated statements of operations, changes in members’ deficit, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for opinion

We conducted our audits of the consolidated financial statements in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditor’s Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of management for the financial statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company’s ability to continue as a going concern for one year after the date the consolidated financial statements are available to be issued.

Auditor’s responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always

detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supplementary information included in Schedules I through IV is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures. These additional procedures included comparing and reconciling the information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with US GAAS. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

GRANT THORNTON LLP (signed manually)

Charlotte, North Carolina
May XX, 2022

Sooner Town Center, LLC

CONSOLIDATED BALANCE SHEETS

December 31,

	<u>2021</u>	<u>2020</u>
ASSETS		
Real property, at cost		
Buildings and building improvements	\$ 31,468,372	\$ 31,468,372
Land improvements and signage	13,217,019	13,217,019
Construction in progress	938,301	-
	<u>45,623,692</u>	<u>44,685,391</u>
Less - Accumulated depreciation	<u>(24,162,455)</u>	<u>(22,787,537)</u>
Real property, net	21,461,237	21,897,854
Other assets		
Cash	290,128	696,608
Restricted cash	5,273,468	5,275,912
Accounts receivable	206,206	519,728
Security deposit trust account	45,998	57,912
Deferred rent receivable	450,799	481,388
Deferred charges and other assets, net	674,649	824,853
	<u>674,649</u>	<u>824,853</u>
Total assets	<u>\$ 28,402,485</u>	<u>\$ 29,754,255</u>
LIABILITIES AND MEMBERS' DEFICIT		
Liabilities		
Unearned rent	\$ 283,627	\$ 185,278
Notes payable net of deferred loan costs (\$1,756,338 at December 31, 2021 and \$1,823,459 at December 31, 2020)	44,758,662	45,626,541
Note payable to members and affiliates	1,000	1,000
Accounts payable and accrued expenses	1,351,922	910,252
Security deposits	45,998	57,912
	<u>46,441,209</u>	<u>46,780,983</u>
Total liabilities	46,441,209	46,780,983
Members' deficit	<u>(18,038,724)</u>	<u>(17,026,728)</u>
Total liabilities and members' deficit	<u>\$ 28,402,485</u>	<u>\$ 29,754,255</u>

The accompanying notes are an integral part of these consolidated financial statements.

Sooner Town Center, LLC

CONSOLIDATED STATEMENTS OF OPERATIONS

For the years ended December 31,

	<u>2021</u>	<u>2020</u>
Rental revenues	\$ 6,756,652	\$ 7,200,509
Operating expenses		
Common area maintenance	566,479	578,652
Repairs and other operating expenses	63,297	34,177
Taxes and insurance	836,397	742,822
Administrative	121,451	106,809
Rent expense	1,464,115	1,341,864
Property management fees	267,863	269,671
Depreciation and amortization	<u>1,722,120</u>	<u>2,082,979</u>
Total operating expenses	5,041,722	5,156,974
Other income (expense)		
Interest income	596	18,482
Interest expense	<u>(2,242,522)</u>	<u>(2,273,689)</u>
NET LOSS	<u>\$ (526,996)</u>	<u>\$ (211,672)</u>

The accompanying notes are an integral part of these consolidated financial statements.

Sooner Town Center, LLC

CONSOLIDATED STATEMENTS OF CHANGES IN MEMBERS' DEFICIT

Years ended December 31,

Members' deficit, December 31, 2019	\$ (16,171,200)
Net loss	(211,672)
Distributions	<u>(643,856)</u>
Members' deficit, December 31, 2020	(17,026,728)
Net loss	(526,996)
Distributions	<u>(485,000)</u>
Members' deficit, December 31, 2021	<u><u>\$ (18,038,724)</u></u>

The accompanying notes are an integral part of these consolidated financial statements.

Sooner Town Center, LLC

CONSOLIDATED STATEMENTS OF CASH FLOWS

For the years ended December 31,

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities:		
Net loss	\$ (526,996)	\$ (211,672)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation	1,374,918	1,796,501
Amortization	347,202	286,478
Changes in operating assets and liabilities:		
Accounts receivable	313,522	(313,883)
Deferred rent receivable	8,873	20,619
Deferred charges and other assets	(129,877)	(3,725)
Unearned rent	98,349	(3,309)
Accounts payable and accrued expenses	147,959	(72,342)
	<u>1,633,950</u>	<u>1,498,667</u>
Cash flows from investing activities:		
Additions to buildings and improvements	<u>(622,874)</u>	<u>(107,781)</u>
	<u>(622,874)</u>	<u>(107,781)</u>
Cash flows from financing activities:		
Repayments on notes payable	(935,000)	(910,000)
Member distributions	<u>(485,000)</u>	<u>(643,856)</u>
	<u>(1,420,000)</u>	<u>(1,553,856)</u>
NET DECREASE IN CASH	(408,924)	(162,970)
Cash and restricted cash, beginning of year	<u>5,972,520</u>	<u>6,135,490</u>
Cash and restricted cash, end of year	<u>\$ 5,563,596</u>	<u>\$ 5,972,520</u>
Supplemental disclosures of cash flow information:		
Cash paid for interest	<u>\$ 2,253,625</u>	<u>\$ 2,283,737</u>
Supplemental schedule of noncash investing activity:		
Additions to property and equipment funded by accounts payable	<u>\$ 315,427</u>	<u>\$ -</u>

The accompanying notes are an integral part of these consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2021 and 2020

NOTE 1 - SUMMARY OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES***Organization***

Sooner Town Center, LLC (an Oklahoma limited liability company) (STC) (the Company) was organized in June 2002 for the purpose of acquiring, developing and leasing commercial properties in Oklahoma. STC develops and operates a retail center (the Project) located in Midwest City, Oklahoma (the City). The Project is defined by a Redevelopment Agreement between the City and STC as authorized by the Oklahoma Local Development Act. Under the terms of the agreement, the City leases the Project land to STC under two ground leases. The City is considered to be a related party for financial reporting purposes. STC is responsible for the design, construction, financing, leasing and management of the Project, all subject to City approval. Income and loss will be allocated to members in accordance with the operating agreement.

Cash

Cash includes cash and cash equivalents. The Company classifies highly liquid investments with original maturity dates of three months or less as cash equivalents.

Restricted Cash

The Company maintained restricted cash balances of \$5,273,468 and \$5,275,912 as of December 31, 2021 and 2020, respectively. The balance includes utility deposits of \$1,033 as of December 31, 2021 and 2020. Additionally, the Company's debt agreement (described in Note 2) requires additional funds to be held in escrow.

Concentration of Credit Risk

The Company's operating property is located in Midwest City, Oklahoma. The Company's ability to generate future revenues is dependent upon the economic conditions within this area.

The Company's tenants engage in a wide variety of businesses. Two tenants accounted for 11% and 10% of total base rental revenue, respectively, for the year ended December 31, 2021. One tenant accounted for 11% of total revenue for the year ended December 31, 2020. Three tenants comprised roughly 32%, 22% and 10% of accounts receivable, respectively, as of December 31, 2021. Two tenants comprised roughly 12% and 29% of accounts receivable, respectively, as of December 31, 2020.

The Company maintains its cash in a commercial bank. Substantially all of the Company's cash and cash equivalents are held in noninterest-bearing accounts. Regularly during the year, the Company maintained cash and cash equivalents in accounts in excess of the amount insured by the Federal Deposit Insurance Corporation. The Company's management regularly monitors the financial stability of these financial institutions.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2021 and 2020

Revenue Recognition

Rental revenue is generally recognized based on the terms of tenant leases. Rental revenue from leases with scheduled rent increases, incentives or abatements is recognized on a straight-line basis over the noncancelable term of the respective leases. Property operating cost recoveries from tenants for common area maintenance, real estate taxes and other recoverable costs totaled \$1,338,931 and \$1,184,154 for the years ended December 31, 2021 and 2020, respectively, and are recognized in the period in which the related expenses are incurred and are included in rental revenues in the accompanying consolidated statements of operations. Receivables relating to these recoveries totaled \$206,206 and \$519,728 as of December 31, 2021 and 2020, respectively, and are recognized as accounts receivable on the accompanying consolidated balance sheets. If it becomes probable a tenant will fail to perform according to the terms of the lease, a loss equal to the accrued rental revenue unlikely to be received from that tenant would be charged to operations. Interest income is recognized as it is earned.

Rent payments received in advance from tenants is recognized as unearned rent on the accompanying consolidated balance sheets. Unearned rent as of December 31, 2021 and 2020 was \$283,627 and \$185,278, respectively.

The aggregate excess of rental revenue recognized on a straight-line basis over rents due in accordance with the provisions of the leases was \$450,799 and \$481,388 at December 31, 2021 and 2020, respectively, and is recognized as deferred rent receivable on the accompanying consolidated balance sheets.

The Project consists of 627,117 square feet of retail space and 13 outparcel sites and was completed in 2015. At December 31, 2021, tenants occupying 510,439 square feet and 13 of the outparcel sites were operating under noncancelable leases providing for future minimum rents of \$19,419,191.

Future minimum rents receivable under noncancelable leases for all known tenants at December 31, 2021, is as follows. Most leases have renewal options, which are not included below.

	Amount
2022	\$ 5,184,293
2023	3,733,346
2024	3,190,252
2025	2,494,007
2026	1,299,945
Thereafter	3,517,348
	<u>\$ 19,419,191</u>

Rent and receivables are reported at their estimated net realizable value. When necessary, the Company provides an allowance for doubtful accounts based upon a review of outstanding receivables, historical collection information and existing economic conditions. Past due status is based on the contractual terms of the receivables. Rent and receivables are written off based on individual credit evaluation and specific circumstances of the customer. Management has concluded that all of the Company's accounts receivable amounts will be realizable and, accordingly, has not recorded an allowance for doubtful accounts at December 31, 2021 and 2020.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2021 and 2020

Real Property

Buildings and building improvements are stated at cost and depreciated using the straight-line method over the estimated useful life of 39 years. Land improvements and signage are depreciated using an accelerated method of depreciation over the useful life of the assets, usually 15 years. Direct and indirect costs that relate to land development and building construction are capitalized. Costs are allocated to Project components by the specific identification method whenever possible. Otherwise, costs are allocated based on square footage or acreage.

Depreciation on real property charged to operations was \$1,374,918 and \$1,796,501 for the years ended December 31, 2021 and 2020, respectively.

Repairs are charged against operations. Renewals and betterments that materially extend the life of an asset are capitalized.

The Company reviews the real property for impairment whenever events or changes in circumstances indicate that the carrying amount of the real property may not be recoverable. Recoverability of the real property is measured by a comparison of the carrying amount of the real property to undiscounted future net cash flows expected to be generated by the real property. If the real property is considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the real property exceeds its fair value. No impairment was recognized for the years ended December 31, 2021 and 2020.

Deferred Charges and Other Assets, net

Deferred charges consist of lease commissions and lease costs and are stated at cost net of accumulated amortization. At December 31, 2021 and 2020, total deferred charges capitalized were \$4,650,943 and \$4,513,577, respectively, with accumulated amortization of \$4,019,386 and \$3,739,305, respectively. The lease commissions and lease costs are amortized on the straight-line method over the terms of the respective leases. Lease commission and lease costs amortization expense of \$280,081 and \$219,357 is included in depreciation and amortization in the accompanying consolidated statements of operations for the years ended December 31, 2021 and 2020, respectively.

Deferred charges and other assets also include \$43,092 and \$50,581 of prepaid expenses at December 31, 2021 and 2020, respectively.

Income Taxes

The Company is a limited liability company treated as a partnership for federal and state income tax purposes. As a result, the Company's results of operations are included in the income tax returns of its individual members. Accordingly, no provision for federal or state income taxes has been recorded in the accompanying consolidated financial statements. The Company files income tax returns in the U.S. federal jurisdiction and in the Oklahoma state jurisdiction. The Company is no longer subject to examination by taxing authorities for years before 2019, and it is not aware of any audits by any taxing authority.

The Company follows applicable authoritative guidance on accounting for uncertainty in income taxes which, among other things, prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return, and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods and disclosure. The Company has no uncertain tax positions.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2021 and 2020

Use of Accounting Estimates

The financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America (US GAAP), which require management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingencies and the results of operations for the years ended December 31, 2021 and 2020. While management has based their assumptions and estimates on the facts and circumstances known at December 31, 2021 and 2020, actual results may differ from those estimates.

Other Risks

Since early March 2020, efforts to slow the spread of the COVID-19 virus have had a significant impact on the U.S. economy. The Company continues to follow the policies described in Note 1, including those related to impairments of real estate assets and allowance for doubtful accounts. Impacts of the pandemic on the Company's consolidated financial results have been reflected in the accompanying consolidated balance sheets and consolidated statements of operations. Continuing impacts of COVID-19 on the overall economy and the Company itself are highly uncertain and cannot be predicted. These impacts will continue to be evaluated and may result in recording impairments and allowance for doubtful accounts in future periods.

NOTE 2 - NOTES PAYABLE

Notes payable outstanding at December 31 consisted of:

	<u>2021</u>	<u>2020</u>
Principal balance	\$ 46,515,000	\$ 47,450,000
Less unamortized deferred loan costs	<u>(1,756,338)</u>	<u>(1,823,459)</u>
Notes payable less unamortized deferred loan costs	<u>\$ 44,758,662</u>	<u>\$ 45,626,541</u>

On February 28, 2018, the Company entered into a Loan Agreement (the Loan) with the Midwest City Economic Development Authority (MWCEDA) in the amount of \$49,155,000. The MWCEDA is a public trust created for the benefit of the City, for the purpose of issuing Series 2018 Economic Development Revenue Bonds (Bonds), the proceeds of which were used to fund the Loan to the Company. Proceeds of the Loan were used to 1) repay all the Company's existing debt, 2) fund certain reserves defined in the Loan Agreement and 3) pay the cost of issuing the Bonds.

All the Company's assets are pledged to the MWCEDA as collateral for the Loan under a Leasehold Mortgage and Assignment of Rents. Additionally, the City conveyed all Project land and assigned the leases as collateral described in Note 3 to the MWCEDA. The MWCEDA in turn pledged the Leasehold Mortgage, Project land and leases as collateral for the Bonds. Payments required under the Loan Agreement mirror the Bonds repayment schedule. The City has provided additional collateral in the form of a guaranty by the Midwest City Municipal Authority, lessee and operator of the City water and sewer systems, of any shortfall in Loan payments. The Company pays the City a Credit Enhancement Fee equal to 0.5% of the outstanding Bonds balance as defined, as compensation for the additional collateral provided by the City.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2021 and 2020

Loan payment terms specify that the annual payment be an amount sufficient to fund the Bonds repayment schedule, the Credit Enhancement Fee, administrative expenses, tenant improvements and maintain certain escrow balances as defined in the Loan Agreement. The Bonds are administered by a Trustee appointed by the MWCEDA. The Trustee provides the Company with an annual payment amount required to fund the Bonds obligation, which the Company remits to the Trustee in 12 equal installments. The effective interest rate of the Bonds issued is 4.94% and the Company incurred interest expense of \$2,242,522 in 2021 applicable to the Loan. Interest incurred on the Loan in 2020 was \$2,273,689. Scheduled future Bonds principal payments are the following:

	<u>Amount</u>
2022	\$ 965,000
2023	995,000
2024	1,025,000
2025	1,060,000
2026	1,100,000
Thereafter	<u>41,370,000</u>
	<u>\$ 46,515,000</u>

Escrow and reserve balances required by the Bonds Indenture were \$5,272,435 and \$5,274,879 at December 31, 2021 and 2020, respectively, and are included in restricted cash on the consolidated balance sheets.

The Loan Agreement requires, among other things, that the Company maintain a debt Coverage Ratio of 1.20. If this is not achieved, the Company must make additional payments to a Supplemental Reserve Fund maintained by the Bonds Trustee. The coverage is tested annually for the 12 months ending January 31, and the Company was in compliance for the January 31, 2021 testing period and continued to be in compliance as of December 31, 2021.

Loan costs consist of various debt issuance costs and are amortized on the straight-line method, which approximates the effective interest method, based on terms of the debt agreement. The Company's loan costs total \$2,013,635 as of December 31, 2021 and 2020, with accumulated amortization totaling \$257,297 and \$190,176 as of December 31, 2021 and 2020, respectively. Loan cost amortization expense of \$67,121 is included in depreciation and amortization in the accompanying consolidated statements of operations for the years ended December 31, 2021 and 2020.

NOTE 3 - LEASES

Sooner Town Center, LLC leases the Project land from the City under two ground leases, designated anchor and general. Both leases have terms commencing on June 1, 2004, with rent commencement on February 12, 2006, and expiring on October 31, 2062. Subsequent to rent commencement, the anchor ground lease rent is \$510,000 annually. The general ground lease provides for three tiers of rent - general ground rent of \$1 per year, preferred rent of \$305,000 annually, payable to the extent of net operating income in excess of debt service as defined in the Redevelopment Agreement, and participation rent equivalent to 50% of net operating income in excess of debt service remaining after payment of preferred rent. Preferred rent is cumulative after the Project is 50% leased.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2021 and 2020

To the extent that calculated preferred rent payable is less than \$305,000, the difference is accrued and is payable when future net operating income in excess of debt service is sufficient. Participation rent expense totaled \$649,114 and \$526,864 for the years ended December 31, 2021 and 2020, respectively. Total rental expense totaled \$1,464,115 and \$1,341,864 for the years ended December 31, 2021 and 2020, respectively. Rent expense incurred and unpaid totaled \$200,127 and \$31,864 as of December 31, 2021 and 2020, respectively, and is included in accounts payable and accrued expenses on the accompanying consolidated balance sheets.

NOTE 4 - RELATED-PARTY TRANSACTIONS AND BALANCES

Collett & Associates, LLC (Collett), an affiliated property management company, provides management and brokerage services to the Company. Collett receives a monthly fee of 4% of gross monthly collections, net of anchor ground lease rent, for providing property management services. Such fees totaled \$266,293 and \$265,209 for the years ended December 31, 2021 and 2020, respectively, and are included in property management fees on the consolidated statements of operations. Additionally, tenant security deposits are held in a trust account maintained by Collett, consistent with industry practice and regulatory requirements. Amounts due under this arrangement are recognized as security deposit trust account and totaled \$45,998 and \$57,912 as of December 31, 2021 and 2020, respectively. The Company paid nominal amounts for various expense reimbursements to Collett, which are recorded as general and administrative expenses, for both years ended December 31, 2021 and 2020.

The Company paid \$27,900 and \$0 in development and project administration fees to Collett during the years ended December 31, 2021 and 2020, respectively, for services related to the development and construction during the year. These costs are included within the construction in progress line item on the consolidated balance sheets. In addition, the Company paid \$19,864 and \$0 in leasing commissions to Collett for the years ended December 31, 2021 and 2020 respectively, which is included within deferred charges and other assets on the consolidated balance sheets.

Sooner Investment Realty (SIR), an affiliated entity, provides leasing services to the Company. The Company paid \$19,864 and \$59,245 in leasing commissions to SIR for the years ended December 31, 2021 and 2020, respectively, which is included within deferred charges and other assets on the consolidated balance sheets.

The Company paid \$15,770 and \$20,512 in utilities expense to the City for the years ended December 31, 2021 and 2020, respectively, which is included in common area maintenance expenses in the consolidated statements of operations.

The Company subleases part of the Project land to Sooner Town Center II, LLC (STC II), a related party. The lease commenced on July 19, 2012, with rent commencement on October 31, 2012. The lease expires on October 31, 2062, with a five-year renewal option. Annual rent for the first 10 years is \$45,000. The monthly rent amount increases by 10% on the 10th anniversary of the commencement date, and every five years thereafter. Straight-line rental income for this lease totaled \$65,609 for the years ended December 31, 2021 and 2020. These amounts are included in the future minimum rents receivable schedule included in Note 1.

As of December 31, 2021 and 2020, the Company has an outstanding loan balance with RC Collett, Inc., an affiliated entity, of \$1,000.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2021 and 2020

As described in Note 2, on February 28, 2018, the Company entered into a Loan Agreement with MWCEDA, a related party.

NOTE 5 - SUBSEQUENT EVENTS

The Company has analyzed its operations subsequent to December 31, 2021 through May XX, 2022, the date the consolidated financial statements were available to be issued. All subsequent events requiring recognition or disclosure have been incorporated into these consolidated financial statements.

SUPPLEMENTARY INFORMATION

Sooner Town Center, LLC

SCHEDULE I - NET OPERATING INCOME

For the year ended December 31, 2021

Rental revenues	\$ 6,756,652
Less - Anchor ground lease revenue up to related expense	<u>(510,000)</u>
Rental revenues excluding anchor tenant	6,246,652
Adjustments for cash basis	
Deferred rent receivable, net	8,873
Common area maintenance receivable	313,522
Unearned rent	<u>98,349</u>
Gross operating revenue (subtenant rents, cash basis)	<u>6,667,396</u>
Allowable expenses	
Operating expenses	5,041,722
Less - Anchor tenant rent expense	(510,000)
Plus - Additions to project development costs	<u>23,456</u>
Allowable expenses, net of anchor tenant rent expense	4,555,178
Adjustments for noncash expenses	
Depreciation and amortization	(1,722,120)
Other adjustments	
Interest income	(596)
Preferred rent expense, accrued or paid	(305,000)
Participation rent expense, accrued or paid	<u>(649,114)</u>
Allowable expenses, net	<u>1,878,348</u>
Net operating income per Redevelopment Agreement (1)	<u><u>\$ 4,789,048</u></u>

(1) The Midwest City Downtown Redevelopment (Redevelopment Agreement) Ground Lease between the City and the Company defines Net Operating Income per the Redevelopment Agreement as the difference between Gross Operating Revenue and the actual Operating Expenses for the same period. The agreement specifically defines Gross Operating Revenue as all revenues derived from the project (excluding anchor ground lease up to \$510,000), determined in accordance with GAAP, computed on a cash basis, exclusive of subtenant security deposits and other refundable deposits and exclusive of proceeds derived from a sale, condemnation, financing, insurance settlement or other transaction that is capital in nature. Further, Operating Expenses are defined as those costs determined in accordance with GAAP, including all necessary and reasonable expenditures of any kind made with respect to the operations of the project (excluding anchor ground lease) typical of a Class A shopping center, without limitation, ad valorem taxes, insurance premiums, R&M expenses, management fees, leasing and advertising expenses, professional fees, wages and utility costs. After the City issues Certificates of Completion on Improvements, the construction loan interest will be included in Operating Expenses to the extent that such interest can no longer be drawn on under the applicable construction loan. Non-cash expenditures such as depreciation and amortization shall not be included in the computation of Operating Expenses. Operating Expenses shall include all project development costs incurred by the Company, that are not financed, in further developing and leasing available space within the Project including, without limitation, tenant upfitting costs, market rate brokerage commissions, tenant improvement allowances, building improvements and legal fees.

Sooner Town Center, LLC

SCHEDULE II - DEBT SERVICE

For the year ended December 31, 2021

Debt service	
Interest expense on debt	\$ 2,242,522
Debt principal payments	935,000
Net change in bond escrows	<u>8,298</u>
Total Debt Service (2)	<u><u>\$ 3,185,820</u></u>

(2) The Redevelopment Agreement defines Debt Service as principal and interest on all loan(s) on the Project (excluding those under the anchor ground lease) or any portion thereof, exclusive of (1) any interest under any construction loan which is funded by draws under such Construction Loan and (2) interest carry costs treated as preferred rent.

Sooner Town Center, LLC

SCHEDULE III - NET CASH FLOW

For the year ended December 31, 2021

Net operating income per Redevelopment Agreement	\$ 4,789,048
Less - debt service	<u>(3,185,820)</u>
Net cash flow	1,603,228
Less - preferred rent	(305,000)
Less - general ground lease	<u>(1)</u>
Net cash flow, after preferred rent and general ground lease	1,298,227
Participation rent factor	<u>50%</u>
Participation Rent (3)	<u><u>\$ 649,114</u></u>

(3) For purposes of determining Participation Rent, the Redevelopment Agreement defines Net Cash Flow as Net Operating Income less Debt Service. Participation Rent shall be an amount equal to fifty percent (50%) of Net Cash Flow remaining after General Ground Lease payment and Preferred Rent. All Participation Rent is subordinate to these payments. The annual lease payment for General Ground Lease is \$1, due to the City annually. Preferred Rent is the first \$305,000 of Net Operating Income after payment of the General Ground Lease Payment and Debt Service.

Sooner Town Center, LLC

SCHEDULE IV - SUBTENANT RENTS

For the year ended December 31, 2021

Subtenant rents, excluding the anchor ground lease	<u>\$ 6,667,396</u>
Gross operating revenue (subtenant rents, cash basis)(4)	<u><u>\$ 6,667,396</u></u>

(4) Refer to page 17 for the calculation of Gross operating revenue (subtenant rents) which is computed on the cash basis.

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: May 24, 2022

Subject: Discussion, consideration and possible action to approve and/or amend a resolution of the Midwest City Economic Development Authority declaring approximately 24.03 acres located in the Northwest Quarter of Section 22, Township 12 North, Range 2 West of the Indian Meridian surplus; and approving a certain “Agreement for the Purchase and Sale of Real Estate”, by and between the Midwest Economic Development Authority and MTG Property Holdings, LLC (the “Real Estate Agreement”) with possible amendments; Authorizing and directing execution and delivery of the Real Estate Agreement; and containing other provisions relating thereto. (Economic Development – R. Coleman)

MTG Property Holdings, LLC desires to purchase 24.03 acres from the EDA with plans to construct a ± 55,000 ft.² food processing plant that Centrillum Proteins, LLC will lease. Total capital expenditures are estimated at over \$20 Million. The approval of the Real Estate Agreement allows MTG to begin its due diligence in verifying the Property is suitable for its intended purpose.

Centrillum plans to hire 90 or more employees to operate the plant with a total annual payroll estimated at over \$4 Million. In return, the EDA must extend all utilities to the site, which will include the construction of a sanitary sewer interceptor, lift station and forced main at a cost of approximately \$1.6 Million. In addition, the EDA will oversee the installation of a rail switch and spur to service the site at a similar cost. These details will be bound in the Development Assistance Agreement that Centrillum and the EDA are preparing for consideration at an upcoming meeting.

Please contact Economic Development Director Robert Coleman (405/739-1218) with any question.

Respectfully,

Tim Lyon, General Manager/Administrator

Attachments: Resolution
Real Estate Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY DECLARING +/- 24.03 ACRES LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 12 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN AS SURPLUS; APPROVING THAT CERTAIN “AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE”, BY AND BETWEEN THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY AND MTG PROPERTY HOLDINGS, LLC. (THE “REAL ESTATE AGREEMENT”); AUTHORIZING AND DIRECTING EXECUTION AND DELIVERY OF THE REAL ESTATE AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Midwest City Economic Development Authority, an Oklahoma public trust (hereinafter, the “Development Authority”), in its effort to create jobs and to expand local economic development opportunities previously acquired a certain 24.030 acres of real property for the purpose of developing property located in the Northwest Quarter of Section 22, Township 12 North, Range 2 West, all located in Oklahoma County, Oklahoma; and

WHEREAS, MTG Property Holdings, LLC., a Delaware Limited Liability Corporation (hereinafter, “MTG”), intends to develop, construct, equip a food processing facility on NE 36th Street in Midwest City, Oklahoma, within the above-referenced 24.03 acres, which will be operated by Centrillum Protein, an Oklahoma Limited Liability Corporation (collectively hereinafter, the “Centrillum Facilities”), and to create between 90 and 150 new direct jobs at the Centrillum Facilities, with salaries and benefits equal to or higher than the current average now obtained within Oklahoma County (hereinafter, the “Project”); and

WHEREAS, in exchange for MTG’s agreement to undertake the Project, the Midwest City Economic Development Authority, an Oklahoma public trust (hereinafter, the “Development Authority”), agrees to sell 24.03 acres owned by the Development Authority in the Section 22, Township 12 North, Range 2 West, all located in Oklahoma County, Oklahoma, to MTG, pursuant to the terms and conditions of that certain “Agreement for the Purchase and Sale of Real Estate”, by and between the Authority and MTG (hereinafter, the “Real Estate Agreement”); and

WHEREAS, the Trustees of the Development Authority have determined that it is in the best interests of the residents of Midwest City, Oklahoma that the Real Estate Agreement be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND TRUSTEES OF THE MIDWEST CITY UTILITIES AUTHORITY, AS FOLLOWS:

SECTION 1. Declaring the Property as Surplus. The Trustees of the Midwest City Economic Development Authority hereby declare +/- 24.03 acres located in the Northwest Quarter of Section 22, Township 12 North, Range 2 West of the Indian Meridian, all located in Oklahoma County, Oklahoma, as shown on Exhibit “A” as surplus, and authorizing the General Manager/Administrator to dispose of the property as provided for in the Real Estate Agreement.

SECTION 2. Approving the Terms and Conditions of the Real Estate Agreement. The Trustees of the Midwest City Economic Development Authority hereby approve that certain

“Agreement for the Purchase and Sale of Real Estate”, dated as of its date of execution, by and between the Development Authority and the Company (the “Real Estate Agreement”), in substantially the form submitted at this meeting, with such changes as made be hereafter approved by the Chairman of the Economic Development Authority.

SECTION 3. Authorizing and Directing Execution and Delivery of the Real Estate Agreement and All Related Instruments. The Chairman and the Secretary are hereby authorized and directed to execute and deliver the Real Estate Agreement and such other instruments as may be necessary or appropriate in order to effectuate the execution and delivery of the Real Estate Agreement.

PASSED AND APPROVED by the Chairman and Trustees of the Midwest City Economic Development Authority this _____ day of _____, 2022.

MIDWEST CITY ECONOMIC
DEVELOPMENT AUTHORITY

Matthew D. Dukes II, Chairman

ATTEST:

Sara Hancock, City Secretary

APPROVED as to form and legality this _____ day of May, 2022

Don Maisch, City Attorney

EXHIBIT 'A'

Legal Description for Subject Property

A part of the Northwest Quarter of Section 22, T. 12 N., R. 2 W., I.M., Midwest City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Northeast Comer of the Northwest Quarter of said Section 22, thence S.89°36'11"W., along the North Line of the Northwest Quarter of said Section 22 and the basis for the bearings in the following description, a distance of 904.87 feet to THE POINT OR PLACE OF BEGINNING; thence S.14°25'07"W., a distance of 1420.55 feet; thence N.79°28'01"W, a distance of 753.87 feet; thence N.00°30'02"W. and parallel with the West Line of the Northwest Quarter of said Section 22, a distance of 614.17 feet to the Easterly Right of Way Line of The Burlington-Northern Railroad; thence N.40°59'32"E., along the Easterly Right of Way Line of The Burlington-Northern Railroad, a distance of 821.35 feet to the North Line of the Northwest Quarter of said Section 22; thence N.89°36'11"E., along the North Line of the Northwest Quarter of said Section 22, a distance of 561.49 feet to the point or place of beginning. Said described tract contains 1,046,752.582 Square Feet or 24.03 Acres, more or less.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for Purchase and Sale of Real Estate made and entered into this ____ day of _____, 2022 ("Effective Date"), by and between the Midwest City Economic Development Authority, or assigns (the "Seller"), and MTG PROPERTY HOLDINGS LLC, a Delaware limited liability company (the "Buyer"), is made with reference to the following facts:

(i) Seller owns a certain tract of real property located in Oklahoma County, Oklahoma, more particularly described on Exhibit "A," ("Overall Property") attached hereto and made a part hereof.

(ii) Seller desires to sell and Buyer desires to purchase the following (collectively, the "Property") in accordance with the terms, conditions and provisions of this Agreement:

(a) a portion of the Overall Property containing 24.030 gross acres, as described on Exhibit "B" attached hereto (the "Land") and made a part hereof, all improvements thereon and appurtenances thereunto belonging;

(b) Any land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land or any portion thereof, to the center line thereof, and any strips and gores adjacent to the Land or any portion thereof, and all right, title and interest of Seller in and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to the Land or any portion thereof by reason of any change of grade of any street;

(c) All rights, privileges, grants and easements appurtenant to Seller's interest in the Land and the improvements thereon, if any, including, without limitation, all of Seller's right, title and interest, if any, in and to all easements, licenses, covenants and other rights-of way or other appurtenances used in connection with the beneficial use and enjoyment of the Land and such improvements.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other fair and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale. Seller agrees to sell, and Buyer agrees to purchase, the Property for the consideration and on the terms hereinafter provided, free and clear of all mortgages, security interests, liens, encumbrances and charges whatsoever.

2. Purchase Price. The purchase price for the Property shall be an amount equal to \$14,500.00 per acre (calculated in accordance with Section 4.2 below), payable as follows:

2.1. Earnest Money. The sum of Twenty-Five Thousand Dollars (\$25,000.00) (the "Earnest Money") shall be delivered to Chicago Title Oklahoma, 210 Park Avenue, Suite 210, Oklahoma City, Oklahoma 73102; attn.: Dawn Brooks; (405) 810-2433; dawnb@ctt.com (the "Escrow Agent"), within Two (2) business days of the execution of this Agreement by both parties, and shall be held by said Escrow Agent under the terms and conditions of this Agreement, to be applied to the Purchase Price payable at Closing. The Escrow Agent may place said Earnest Money in an interest bearing account, and the party to whom said Earnest Money is ultimately delivered shall receive any such interest earned.

2.2. Cash. The balance of the Purchase Price, plus or minus prorations, shall be paid by Buyer to Seller by bank cashier's or certified check or wire transfer, at Closing.

3. Closing. The consummation of the transaction and the delivery of the documents referred to herein shall occur at the "Closing". The Closing shall take place ten (10) days after Buyer is issued a Building Permit by the City of Midwest City in accordance with Section 6.5 hereof (the "Closing Date"). The Closing shall take place at the office of the Escrow Agent or by mail-away closing.

4. Title and Survey Material.

4.1. Title Commitment. Within thirty (30) days of the Effective Date, Seller shall furnish to Buyer a commitment from Chicago Title Insurance Company for the issuance of a 2006 ALTA form Owner's Title Insurance Policy on said Property, in the amount of the purchase price, providing for extended coverage over the general exceptions contained therein (the cost for extended coverage to be at Buyer's expense), and showing a merchantable and insurable title in the Seller, according to the standards adopted by the Oklahoma Bar Association, free and clear of all liens and encumbrances except those shown therein.

4.2. Survey. Seller has provided Buyer with a topographic survey of the Property ("Topo Survey") prior to the Effective Date. Seller shall update the Topo Survey to be certified as having been prepared in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, shall include Table A items 1, 2, 3, 4, and 16, and shall be certified to both Buyer and Seller ("Survey"). Seller shall deliver the Survey to Buyer no more than thirty (30) days after receipt of the Title Commitment. The legal description contained in the Survey shall be the legal description used in the deed at Closing. The acreage reflected on the Survey (which shall be calculated to the nearest one-tenth of an acre) shall be used to calculate the Purchase Price. The cost of such Survey shall be paid by Seller.

4.3. Title and Survey Review. The Buyer shall have sixty (60) days following receipt of the Title Commitment and Survey to have the Title Commitment and Survey

examined and furnish any objections in writing to the Seller, or its agents herein, and the Seller shall have not to exceed sixty (60) days from the notice thereof to correct such defects, unless such time is further extended by mutual agreement in writing. If Seller is unable to cure or elects not to cure any of Buyer's objections, Buyer may elect to either (a) accept title as it is and proceed to Closing without a reduction in the Purchase Price, in which event the exceptions to title and matters of survey contained in the Title Commitment or Survey shall constitute the "Permitted Exception," or (b) terminate this Agreement and its Earnest Money and any interest shall be returned and the parties shall have no further obligations to each other. Notwithstanding the foregoing, at Closing Seller shall be required to pay and cause the release of the following, if any (none of which shall constitute a Permitted Exception): (a) any mortgage or deed of trust granted or assumed by Seller and encumbering the Property or any portion thereof; (b) any other lien encumbering the Property or any portion thereof that secures the repayment of money; (c) any mechanic's lien against the Property; and (d) judgment liens against Seller that affect the Property.

5. Representations and Warranties.

5.1. Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

(a) Condemnation. Seller has no knowledge and has not received any written notice that the Property, or any part thereof, is or will be the subject of or affected by any condemnation, eminent domain, or similar proceeding.

(b) Seller's Organization. Seller is a municipal trust duly formed, validly existing and in good standing under the laws of Oklahoma.

(c) Binding Agreement. This Agreement is, and all the documents executed by Seller which are to be delivered to Buyer at the Closing will be, duly authorized, executed and delivered by Seller. The obligations of Seller contained in this Agreement are legal, valid and binding obligations of Seller enforceable against it in accordance with its terms (except to the extent such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the right of contracting parties generally and principles of equity).

(d) Seller's Power and Authority. Seller has full right, power and authority and is duly authorized to enter into this Agreement, to perform each of the covenants on its part to be performed hereunder and to execute and deliver, and to perform its obligations under all documents required to be executed and delivered by it pursuant to this Agreement.

(e) No Conflicts. Neither the execution, delivery or performance of this Agreement or the Seller's documents to be delivered at Closing, nor compliance herewith or therewith, (i) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (1) the organizational documents of Seller, (2) any law or any order, writ, injunction or decree of any court or governmental authority binding upon Seller, or (3) any agreement or instrument to which Seller is a party or by which it is bound or (ii) results in the creation or imposition of any lien, charge or encumbrance upon Seller's property pursuant to any such agreement or instrument.

(f) Authorizations. No authorization, consent, or approval of any governmental authority (including courts) is required for the execution and delivery by Seller of this Agreement or the performance of its obligations hereunder, except as set forth herein.

(g) Non-Foreign Person. Seller is not a "foreign person" as defined in Section 1445 of the Code.

(h) Anti-Terrorism Laws. Neither Seller nor, to Seller's actual knowledge, its affiliates, is in violation of the Anti-Money Laundering and Anti-Terrorism Laws. Neither Seller nor, to Seller's actual knowledge, its affiliates, is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons or entities that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time. Neither Seller nor, to Seller's actual knowledge, its affiliates or, without inquiry, any of its brokers or other agents, in any capacity in connection with the sale of the Property (A) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person included in the lists referenced above, (B) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (C) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering and Anti-Terrorism Laws. Neither Seller, nor any person controlling or controlled by Seller, is a country, territory, individual or entity named on a Government List, and the monies used by Seller in connection with this Agreement and amounts committed with respect hereto, were not and are not derived from any activities that contravene any applicable anti-money laundering or anti-bribery laws and regulations (including funds being derived from any person, entity,

country or territory on a Government List or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)).

(i) Bankruptcy. No bankruptcy, insolvency, reorganization or similar action or proceeding, whether voluntary or involuntary, is pending, or has been threatened in writing against Seller.

(j) Litigation. To Seller's knowledge, there is no existing or threatened action, suit or proceeding affecting the Property, or any part thereof, or relating to or arising out of the ownership and use of the Property or any part thereof, in any Court or before or by any Federal, State, County or Municipal department, commission, board, bureau, agency or governmental instrumentality.

(k) Legal Compliance. To Seller's knowledge, Seller has complied with all Federal, State and local laws and administrative regulations relating to the ownership of the Property. Seller has not received any written notice from any governmental authority having jurisdiction over the Property, the governing body of the office, industrial, business or similar park or association of which the Property or any part thereof is a part, or any other person or entity entitled to enforce any right, covenant or restriction against Seller or the Property or any part thereof, of any alleged violations of law or restrictive covenants which affect the Property in any material respect, including, but not limited to, violations of any applicable zoning or land-use laws or any other statute, ordinance, rule or regulation applicable to the Property, or any part thereof, any of which have not been corrected prior to the Effective Date.

(l) Options. Seller has not granted to any person, firm or other entity a right or option to acquire the Property, or any part thereof, which has not been heretofore terminated in full.

(m) Taxes. All general taxes and special assessments relating to the Property due and payable with respect to calendar years prior to 2022 shall have been paid in full and discharged prior to Closing. Seller has not received any written notice from any special assessments pending or threatened against the Property.

(n) Service Contracts. Seller has not entered into any management, leasing, service or maintenance agreements that are currently in effect with respect to or affecting the Property that will survive Closing.

(o) Environmental Matters. Seller has not received any written notice, report or information regarding any actual or alleged material violations of, or any corrective, investigatory or remedial obligations, arising under environmental laws with respect to the current condition of the Property.

(p) Parties in Possession. There are no parties in possession of the Property or having a right to possession of the Property except Seller.

5.2. Buyer's Representations and Warranties. The Buyer represents and warrants to Seller as follows:

(a) Buyer's Organization. Buyer is a limited liability company duly formed, validly existing and in good standing under the laws of Delaware, and is registered to transact business in the State of Oklahoma.

(b) Buyer's Power and Authority. Buyer has the authority and power to enter into and carry out the provisions of this Agreement, and the execution and performance of this Agreement will not conflict with or result in any breach of the terms and provisions of any instrument or agreement to which Buyer is a party.

(c) Binding Agreement. This Agreement is, and all the documents executed by Buyer which are to be delivered to Seller at the Closing will be, duly authorized, executed and delivered by Buyer. The obligations of Buyer contained in this Agreement are legal, valid and binding obligations of Buyer enforceable against it in accordance with its terms (except to the extent such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the right of contracting parties generally and principles of equity).

(d) No Conflicts. Neither the execution, delivery or performance of this Agreement or the Buyer's documents to be delivered at Closing, nor compliance herewith or therewith, (i) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (1) the organizational documents of Buyer, (2) any law or any order, writ, injunction or decree of any court or governmental authority binding upon Buyer, or (3) any agreement or instrument to which Buyer is a party or by which it is bound.

5.3. Survival. The foregoing representations and warranties of Seller and Buyer shall survive the Closing for a period of one (1) year.

6. Feasibility Period.

6.1. Seller Access and Inspections. Seller shall provide Buyer, Buyer's agents and employees, access to the Property for the purpose of conducting, at Buyer's sole cost, liability and expense, (from which Buyer shall indemnify and hold Seller harmless), feasibility, adequacy of drainage, environmental, engineering and topographic studies, including inspections, surveys, test borings, soil analyses and all other studies, tests, inspections, analyses and surveys reasonably necessary in the opinion of Buyer to establish to Buyer's satisfaction that the Property is suitable for Buyer's intended use and that utilities are reasonably available to the Property. All of Buyer's obligations hereunder shall be subject to such studies, tests, inspections, analyses and surveys. If, within One Hundred Eighty (180) days after the execution of this Agreement ("Feasibility Period"), Buyer should determine in its sole and absolute discretion that the Property or the Development Agreement, as defined in Section 22(d) hereof, is not acceptable to Buyer for any reason or no reason, Buyer may, at Buyer's option, (i) accept the Development Agreement and the condition of the Property and proceed to Closing; or, (ii) terminate this Agreement by notice in writing to Seller, upon such termination, the Earnest Money and any interest shall be promptly returned to Buyer, and thereafter neither party shall have any further obligations to the other hereunder. Upon the expiration of the Feasibility Period, if Buyer has not elected to terminate the Agreement, the Earnest Money shall become non-refundable, except in those circumstances as provided for herein. Buyer shall have the option to extend the Feasibility Period an additional thirty (30) days by notifying Seller in writing of its election prior to the expiration of the Feasibility Period and depositing Five Thousand Dollars (\$5,000.00) as additional Earnest Money with the Escrow Agent which shall be applied to the Purchase Price at Closing.

6.2. Environmental Audit. The parties agree that Seller delivered a Phase I Environmental Site Assessment of the Property (the "Phase I") to Buyer prior to the Effective Date. The Phase I, which was prepared by an environmental consultant approved by Buyer, does not recommend that a Phase II Environmental Site Assessment be conducted with respect to the Property. The Phase I shall be subject to the approval of Buyer no later than thirty (30) days after the Effective Date. If Buyer notifies Seller within such 30-day period that it approves the Phase I, then the environmental condition of the Property shall be deemed acceptable to Buyer, and notwithstanding anything in Section 6.1 of this Agreement to the contrary, Buyer shall not have the right to terminate this Agreement based on the environmental condition of the Property through the date covered by the Phase I. If Buyer notifies Seller within such 30-day period that it does not approve the Phase I, Buyer may at its option terminate this Agreement by notice in writing to Seller given no later than ninety (90) days after the Effective Date.

6.3. Preliminary Construction Documents. Within sixty (60) days of the Effective Date, Buyer, at its sole cost and expense, shall deliver the following documents to Seller ("Pre-Construction Documents"):

(a) Adequate drafts of documents detailing plans for Buyer's proposed facility, including:

- i. Site plan, including the preferred location and length of the rail spur;
- ii. Floor plan;
- iii. Building elevations.

(b) Buyer's Architect's construction cost estimates (exclusive of costs for railroad and utility improvements).

(c) A written description of Buyer's operations to be conducted on the Property, including purpose; material handling, processing and storage; hours of operation, and any other information needed for the purpose of establishing the proper zoning for the Property.

6.4. Rezoning/PUD. The Buyer intends to use the Property to construct a food processing plant ("Intended Use"). The Property is currently zoned as agricultural, which must be rezoned as a Planned Unit Development (the "PUD") in order to allow the Property to be used for Buyer's Intended Use. Additionally, Buyer understands that Seller has an inherent interest in the use of the Property and agrees that the PUD shall also include certain prohibited uses of the Property, which shall be disclosed to Buyer no later than thirty (30) days prior to the expiration of the Feasibility Period and shall be subject to Buyer's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Upon Seller's receipt from Buyer of the Pre-Construction Documents, Seller shall commence the rezoning process, which shall be at Seller's cost and expense. If the PUD for Buyer's Intended Use does not obtain final, non-appealable approval from all applicable governmental authorities (which approval shall not be subject to challenge by litigation or other legal proceeding) within sixty (60) days after the expiration of the Feasibility Period (the "Rezoning Approval Period"), the terms and conditions of such PUD being subject to the reasonable approval of Buyer, Buyer may terminate this Agreement by notice in writing to Seller given at any time after the expiration of the Rezoning Approval Period (provided that such notice is given prior to the PUD obtaining such final, non-appealable approval). Upon such termination, the Earnest Money and any interest shall be promptly returned to Buyer, and thereafter neither party shall have any further obligations to the other hereunder.

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"). With respect to permitting for construction of Buyer's Intended Use, the Seller represents that the City of Midwest City will not unreasonably withhold development permits, provided that all construction documents submitted to the City as part of the permit application adhere to all applicable local, state and federal

codes and regulations and are signed and sealed by an Oklahoma licensed architect and/or engineer.

7. Condition of Property. Pending Closing, Seller shall maintain the Property in the condition existing as of the date hereof, ordinary wear and tear excepted.

8. Conditions Precedent. The obligation of Buyer hereunder at Closing shall be subject, at Buyer's option, to the following conditions:

8.1. Performance by Seller. The Seller shall perform all its obligations to be performed hereunder at or prior to Closing.

8.2. Representations and Warranties. All representations and warranties of the Seller hereunder shall be true and correct as of Closing.

8.3. Title. The title company shall be prepared to issue an owner's policy of title insurance in the amount of the Purchase Price insuring Buyer's fee simple title to the Property in accordance with the Title Commitment, with extended coverage over the general exceptions contained therein, subject only to the Permitted Exceptions.

8.4. Condemnation. Neither the Property, nor any part thereof, shall have been condemned by any authority having that right and power, nor shall the Property or any part thereof be the subject of any pending or threatened eminent domain proceeding.

8.5. Alteration. Neither the Property, nor any part thereof, shall have been materially altered prior to Closing.

8.6. Rezoning/PUD. The Property shall have been rezoned to the PUD to allow for Buyer's Intended Use as set forth in Section 6.4.

8.7. Building Permit. The Building Permit shall have been issued by the City of Midwest City as set forth in Section 6.5.

8.8. Development Agreement. The Development Agreement shall have been executed by both Seller and Buyer prior to Closing.

9. Conditions Precedent to Seller's Obligations. The Seller's obligations hereunder shall be subject, at its option, to the conditions that Buyer perform all Buyer's obligations to be performed hereunder at or prior to Closing and that all representations and warranties of the Buyer hereunder are true and correct as of Closing.

10. Termination of Agreement.

10.1. Termination. Either party may terminate this Agreement, at or prior to Closing, by written notice to the other party if any of the conditions precedent to that party's obligations hereunder shall have not been satisfied within the times prescribed herein.

10.2. Return of Earnest Money and Interest to Buyer. If this Agreement is terminated by Buyer on account of Seller's failure or inability to satisfy any condition precedent to Closing, Seller is not in default hereunder and Buyer is unwilling to waive such condition, neither party shall have any further obligations hereunder except that Escrow Agent shall promptly refund to Buyer the Earnest Money delivered in escrow pursuant to paragraph 2.1 hereof.

10.3. Delivery of Earnest Money and Interest to Seller. In the event Buyer refuses or is unable to close the transaction described herein despite the satisfaction of all conditions precedent to Buyer's obligations hereunder, Escrow Agent shall deliver the Earnest Money delivered in escrow, pursuant to paragraph 2.1 hereof, to Seller as full and complete liquidated damages and as Seller's sole and exclusive remedy, and without further liability of either party to the other and, in such event, neither party shall have any further obligations hereunder.

10.4. Specific Enforcement. In the event that Seller refuses or is unable to close this transaction despite the satisfaction of all conditions precedent to Seller's obligations hereunder, Buyer shall be entitled, at Buyer's option, to specifically enforce the terms of this Agreement. The prevailing party shall be awarded reasonable attorney fees and costs.

10.5. Cure Period. If either party does not perform any part of this Agreement, the non-defaulting party shall provide the other party with written notice, and such party shall have ten (10) days from receipt of written notice to cure or fix the issue. However, there shall be no opportunity to cure if a party fails to close on this Agreement on the date of Closing.

11. Transactions at Closing. The following transactions shall take place at Closing:

11.1. Warranty Deed. A General Warranty Deed, in Oklahoma statutory form and describing the Property, and subject only to the Permitted Exceptions, shall be executed and delivered by Seller to Buyer.

11.2. Documentary Stamp Taxes. Seller shall pay all sums necessary for the purchase of Documentary Stamps required to be affixed to the Warranty Deed under Oklahoma law.

11.3. Proration of Taxes. All Ad Valorem Taxes accruing or assessed with respect to the Property during the calendar year 2022 shall be prorated on the basis of the calendar year 2022 between Buyer and Seller as of the date of Closing. If the amount of such general taxes cannot be ascertained at Closing, such proration shall be on the basis of 110% of the taxes assessed with respect to the previous calendar year, but shall be subsequently adjusted when such determination can be made.

11.4. Payment. Buyer shall pay to Seller, by certified or bank cashier's check or wire transfer, all sums owed under subparagraph 2.2 hereof, and the amount held by Escrow Agent in accordance with paragraph 2.1 hereof shall be delivered to Seller.

12. Cooperation of Seller. Seller shall deliver to Buyer, immediately upon Seller's execution hereof, all documents, studies, reports and other information applicable to the Property or any portion thereof, including (i) title policies, (ii) all zoning and land use documentation, (iii) soil reports, and (iv) the most recent real estate tax bills on the Property, all to the extent that the Seller has in its possession.

13. Expenses. Except as otherwise provided herein, expenses shall be paid as follows: a) Abstracting, title commitment and basic title policy: Seller; b) Survey: Seller; c) Closing or escrow fee: Seller; d) Documentary Stamps: Seller; e) Mortgage Tax: Buyer; f) Loan costs: Buyer; g) Extended coverage and endorsements to title policy: Buyer. Each party will bear and pay its own expenses, legal fees and professional fees of negotiation and consummating the transactions contemplated hereby.

14. Brokers. John Reinhart has been Buyer's broker to this transaction, whose commission shall be paid by Buyer pursuant to separate agreement. The parties agree that there has been no other broker, finder or other intermediary involved in this transaction and each party shall indemnify the other against all loss, cost, damage or expense, including attorney fees, should any such broker, finder or intermediary make any claim against the non-defaulting party.

15. Notices. All notices, requests, demands, instructions, other communications called for hereunder or contemplated hereby shall be in writing and shall be deemed to have been given if sent by overnight delivery, email transmission on a business day (provided if sent after 5:00 p.m. Central Time, such email shall be deemed to have been given as of the following business day), personally delivered in return for a receipt, or if mailed by registered or certified mail, return receipt requested, three days after the date of such mailing, to the parties at the addresses set forth below. Any party may change the address to which notices are to be given hereunder by giving notice in the manner herein provided.

15.1. Seller. Notices to Seller shall be addressed as follows:

Midwest City Economic Development Authority
Attn: Robert Coleman
100 N. Midwest Boulevard
Midwest City, OK 73110-4327
Phone: (405) 739-1218
Email: rcoleman@midwestcityok.org

Katharine C. Oakley
3048 N. Grand Boulevard
Oklahoma City, OK 73107
Phone: (405) 659-2045
Email: katieoakley786@gmail.com

15.2 Buyer. Notices to Buyer shall be addressed as follows:

MTG PROPERTY HOLDINGS LLC
Attn: James Harrison
317 West Muskogee Avenue
Sulphur, OK 73086
Phone: (602) 770-5168
Email: jimmy.harrison3@gmail.com

With copies to:

MTG PROPERTY HOLDINGS LLC
Attn: David Grohne
25907 West Murphy Road
Wilmington, IL 60481
Phone: (708) 269-5907
Email: mtgrohne@msn.com

And

Sheppard, Mullin, Richter & Hampton LLP
70 West Madison Street
Suite 4800
Chicago, IL 60602
Attn: Terrence E. Budny, Esq.
Email: tbudny@sheppardmullin.com

16. Time of the Essence. Time shall be of the essence with respect to the performance by the parties of their respective obligations hereunder.

17. Whole Agreement – No Oral Modifications. This Agreement embodies all the representations, warranties and agreements of the parties hereto and may not be altered or modified except by an instrument in writing signed by the parties.

18. Benefit of Agreement. This Agreement shall be binding and inure to the benefits of the parties and their respective heirs, successors and assigns.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma applicable to contracts. Any legal action arising from the contract must be filed in the proper State or Federal Court located in Oklahoma County.

20. Counterparts and Signatures. This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same instrument. Confirmed facsimile and electronic signatures are binding.

21. Offer Available. The foregoing offer shall be executed and delivered by Buyer to Seller, and is made subject to acceptance in writing hereon by the Seller on or before 5:00 p.m. Central Time, the 25th day of May, 2022, and the return of an executed copy to the undersigned of this document. If not so accepted, this offer shall be deemed withdrawn and of no force and effect.

22. Miscellaneous Provisions. The parties agree as follows:

(a) Formal Approval of Agreement. Buyer acknowledges that this Agreement and the Closing contemplated hereunder are wholly contingent upon the Seller obtaining the formal approval of the Midwest City Economic Development Authority in an open meeting.

(b) Warranty Deed Restrictions. Buyer acknowledges that the Warranty Deed shall contain language that the Property shall remain on the tax rolls of Oklahoma County and the City of Midwest City in perpetuity so that the Property shall never be exempt from taxes, regardless of the status of the owner of the Property.

(c) Repurchase Right. As a condition of this sale, Seller retains the right to repurchase the Property at the same purchase price of \$14,500.00 per acre or portion thereof, should Buyer or any subsequent owner fail to commence construction on the Property for Buyer's Intended Use within one hundred eighty (180) days after the date of Closing. For purposes of this repurchase right, "commence construction" shall mean any work undertaken on the Property following the issuance of a Soil Disturbance Permit. This right of repurchase may be exercised by written notice to Buyer by Seller. The language contained in this provision shall be included in the Warranty

Deed delivered to Buyer at Closing. If Buyer does not commence construction (as defined above) within such 180-day period, Seller shall have a period of two hundred forty (240) days following the date of Closing to notify Buyer in writing of its election to exercise this repurchase right and a period of two hundred seventy (270) days following the date of Closing to close on the repurchase of the Property from Buyer. In the event Seller does not exercise its repurchase right within two-hundred forty (240) days of the date of Closing, then this repurchase right shall automatically terminate and no further document shall need to be recorded to terminate such repurchase right.

(d) Economic Development Assistance Agreement. Seller has agreed to provide Buyer with certain incentives in exchange for the timely development of the Property, the terms of which shall be set forth in an Economic Development Assistance Agreement (“Development Agreement”), and shall be subject to the approval of Buyer. Seller shall deliver the Development Agreement to Buyer for its review and approval no later than thirty (30) days prior to the expiration of the Feasibility Period. The Development Agreement, if approved by Buyer, shall be executed by Buyer and Seller in the form approved by both Buyer and Seller at or prior to Closing.

(e) 1031 Exchange. Seller and/or Buyer agree to execute any and all documents necessary to effectuate a 1031 tax deferred exchange on the behalf of Seller and/or Buyer so long as such execution does not result in any expense to the non-participating party.

(f) Assignment. Buyer may not assign this Agreement without Seller’s written consent, which shall be in Seller’s sole discretion.

(g) Disclaimer of Warranties. At time of Closing, except for the warranty of title set forth in the deed of conveyance, and as otherwise set forth herein, Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (i) the nature and condition of the Property including, without limitation, the water, soil and geology, and the suitability thereof and of the Property for any and all activities and uses which Buyer may elect to conduct thereon, and the existence of any environmental hazards or condition thereon (including the presence of asbestos) or compliance with all applicable laws, rules or regulations; (ii) the nature and extent of any right of way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iii) the compliance of the Property or its operation with any laws, ordinance or regulations of any governmental or

other body. Buyer acknowledges that it will have an opportunity to occupy and inspect the Property and that it will be relying solely on its own investigation of the Property and not any determinations made by or information provided or to be provided by Seller or Seller's representatives. Buyer further acknowledges that its information with respect to the Property will be obtained from a variety of sources, and Seller, a) has not made, and will not make, any independent investigation or verification of such information; and b) does not make any representations as to the accuracy or completeness of any such information, and the sale of the Property as provided for herein is made on an "As Is", "Where Is" basis and "With all Faults", and Buyer expressly acknowledges that, in consideration of the agreements of Seller herein, except as otherwise specified herein, Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, habitability, merchantability, tenantability or fitness for a particular purpose, in respect of the Property. The terms and provision of this paragraph shall survive the Closing of the sale and shall not be deemed to merge into the deed and other documents delivered at such Closing.

(h) Amendments. Any amendment to this Agreement shall be in writing and signed by all parties.

(i) Oklahoma Tort Claims Act. The City of Midwest City and the Midwest City Economic Development Authority are covered by the Oklahoma Tort Claims Act at 51 O.S. Sec. 151 et seq. Any claims for damages against either entity, including acts by employees or agents, must be filed and comply with the requirements of the Oklahoma Tort Claims Act.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

“SELLER”

MIDWEST CITY ECONOMIC
DEVELOPMENT AUTHORITY

By: _____

Name: _____

Title: _____

“BUYER”

MTG PROPERTY HOLDINGS LLC

By: _____

Name: _____

Title: _____

RECEIPT FOR DELIVERY OF EARNEST MONEY

The undersigned hereby acknowledges receipt, this _____ of _____, 2022, from MTG OK LLC of the sum of Twenty-Five Thousand Dollars (\$25,000.00), pursuant to paragraph 2.1 of the foregoing Agreement for Purchase and Sale of Real Estate. The undersigned agrees that such funds will be held and applied in strict accordance with the terms, conditions and provisions of said Agreement.

CHICAGO TITLE OKLAHOMA

By: _____
Escrow Agent

EXHIBIT "A"

Legal Description of Overall Property

All of the Northwest quarter (NW $\frac{1}{4}$) of Section Twenty-two (22) Township twelve North (12N), Range two West (2W) of the I.M., Oklahoma County, Oklahoma, lying South and East of the Burlington-Northern Railroad right-of-way, less and except a tract in the Northeast corner of said quarter section containing 14.4073 acres heretofore conveyed to Midwest City, Oklahoma, a municipal corporation, by warranty deed recorded in Book 2035 at Page 164 of the records of Oklahoma County and less and except all oil, gas, and other minerals and right-of-way easements of record, said tract containing 125.60 acres, more or less.

EXHIBIT "B"

Description of Property

A part of the Northwest Quarter of Section 22, T. 12 N., R. 2 W., I.M., Midwest City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 22, thence S.89°36'11"W., along the North Line of the Northwest Quarter of said Section 22 and the basis for the bearings in the following description, a distance of 904.87 feet to THE POINT OR PLACE OF BEGINNING; thence S.14°25'07"W., a distance of 1420.55 feet; thence N.79°28'01"W., a distance of 753.87 feet; thence N.00°30'02"W. and parallel with the West Line of the Northwest Quarter of said Section 22, a distance of 614.17 feet to the Easterly Right of Way Line of The Burlington-Northern Railroad; thence N.40°59'32"E., along the Easterly Right of Way Line of The Burlington-Northern Railroad, a distance of 821.35 feet to the North Line of the Northwest Quarter of said Section 22; thence N.89°36'11"E., along the North Line of the Northwest Quarter of said Section 22, a distance of 561.49 feet to the point or place of beginning. Said described tract contains 1,046,752.582 Square Feet or 24.030 Acres, more or less.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

"SELLER"

MIDWEST CITY ECONOMIC
DEVELOPMENT AUTHORITY

By: _____

Name: _____

Title: _____

"BUYER"

MTG PROPERTY HOLDINGS LLC

By: David F. Grohne

Name: DAVID F. GROHNE

Title: MANAGER



PUBLIC DISCUSSION

