



CITY OF MIDWEST CITY MEETINGS
FOR DECEMBER 14, 2021

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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

December 14, 2021 – 6:00 PM

Presiding members: Mayor Matthew Dukes

Ward 1 Susan Eads

Ward 2 Pat Byrne

Ward 3 Española Bowen

Ward 4 Sean Reed

Ward 5 Christine Allen

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 Proclamation for Police Retirees Sgt. Scott Premo and Lt. Steve Simonson

- 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), it/they will be removed and heard in regular order. If the Consent Agenda is not approved unanimously, and no item(s) is requested for discussion, then each item will be heard in regular order.
1. Discussion and consideration for adoption, including any possible amendment of the November 9, 2021 regular meeting minutes. (City Clerk - S. Hancock)
 2. Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of October 2021. (Finance - T. Cromar)
 3. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: Risk Fund, expenditures/Risk Insurance (29) \$545,987. Worker's Comp Fund, expenditures/Risk Insurance (29) \$1,334,940. Urban Renewal Authority Fund, expenditures/Urban Renewal (93) \$50,000. Grant Fund, revenue/Intergovernmental (62) \$44,880; expenditures/Police (62) \$44,880. 2018 Election G.O. Bonds Fund, revenue/Transfers In (06) \$13,213; expenditures/Park & Rec (06) \$13,213. (Finance - T. Cromar)
 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. (Human Resources - T. Bradley)
 5. Discussion and consideration of entering into an extension of an agreement, including any possible amendment, with INSURICA Insurance Management Network in the amount of \$55,560 for coordination and management of benefit services for the City's Employee Life and Health Benefits Plan. The agreement extension would maintain benefits consulting services without an increase in cost over the previous year. (Human Resources - T. Bradley)
 6. Discussion and consideration, including any amendments, of entering into a Municipal Advisor Contract with BOK Financial Securities for expert financial advice associated with the \$53,650,000 General Obligation Bond issue. (City Manager - T. Lyon)
 7. Discussion and consideration, including any amendments, of entering into a contract with Hilborne & Weidman for expert Bond Counsel services associated with the 2018 Public Safety portion of the General Obligation Bond in an approximate amount of \$5,750,000. (City Manager - T. Lyon)
 8. Discussion and consideration of, including any possible amendment, approving Task Order #3 with C. H. Guernsey & Company (Guernsey), in an amount not to exceed \$16,200.00, for development of a Preliminary Engineering Report (PER) related to the 2018 Moving Midwest City Forward bond issue, Multi-Purpose Sports Complex phase II located at 9400 S.E. 29th Street in Oklahoma City. (City Manager - V. Sullivan)

9. Discussion and Consideration for adoption, including any possible amendment of, approving Amendment No. 3 to the construction management contract with MacHill Construction, Inc. associated with the Reed Baseball Complex renovations with an added cost of \$13,212.36 bringing the new contract total to \$2,461,218.78 and adding 30 days of time. (City Manager - V. Sullivan)
10. Discussion and consideration of adoption, including any possible amendments, of the ADG P.C. Program and Project Management Services Contract Amendment to include extension of contract and modifications to Exhibit A, B and C at no additional cost. (City Manager - V. Sullivan)
11. Discussion and consideration for adoption, including any possible amendment of, approving Change Order No. 4 to the construction management contract with Lippert Brothers, Inc. associated with the Multi-Sports Complex renovations with a decrease in cost of \$240.03, which brings the total cost to \$5,217,129.92. (City Manager - V. Sullivan)
12. Discussion and consideration for adoption, including any amendments, of a Memorandum of Understanding with the City of Oklahoma City and Oklahoma City Water Utilities Trust for the construction and installation of City of Oklahoma City water and sewer line extensions across the Midwest City Multi-Purpose Sports Complex located at 9400 S.E. 29th Street in Oklahoma City at an estimated total cost of \$700,000.00. (City Manager – V. Sullivan)
13. Discussion and consideration, including any possible amendment, to approve Change Order No. 1 with W.L. McNatt & Co., for material, labor, and subcontracting services for Fire Station #1 Headquarters Remodel in an increased amount of \$46,951 and to add 24 additional days of time. (Fire - B. Norton)
14. Discussion and consideration for adoption, including any amendments, of an agreement with Ron Davis for the sale of potable water outside the corporate city limits of the City of Midwest City, located at 10830 SE 29th St., for a five year term, with option of two additional five year terms, at the outside rate of 1 1/2 times the inside rate. (Public Works - P. Streets)
15. Discussion and consideration of, including any possible amendment, awarding a bid and entering into a contract for the third round of Moving Midwest City Forward 2018 G.O. bond asphalt street paving projects with A-Tech Paving Co., in an amount not to exceed \$2,500,000. (Public Works - P. Menefee)
16. Discussion and consideration, including any possible amendment, of approving and entering into a contract extension agreement with Smith, Roberts, Baldischwiler, LLC (S.R.B.) for the construction administration and inspection services associated with the Moving Midwest City Forward 2018 Bond Proposition I, Street Rehabilitation in an amount not to exceed \$212,400.00. (Public Works - P. Menefee)

17. Discussion and consideration for adoption, including any possible amendment of approving the purchase and installation of a 9 x 16 refurbished equipment shelter in the amount of \$86,252.00 from MCG Aerial, LLC for the second P25 radio communication site located at the Mid-America Clock Tower, as a part of the 2018 Moving Midwest City Forward G.O. Bond project. (Information Technology - A. Stephenson)
18. Discussion and consideration, including any amendment thereto, of approving Change Order #04 with the Oklahoma Department of Transportation for STP-255N(496)AG, State Job Number 31546(04), Douglas Resurfacing from SE 4th Street to NE 10th Street in the amount of -\$4,955.64. (Community Development - B. Bundy)
19. Discussion and consideration for adoption, including any possible amendment of change order #2 amending the contract with Shiloh Enterprises, Inc. to construct the WP Bill Atkinson Park in a *decrease* of \$64,150.25 and to add 12 additional days of time. (Community Development - B. Bundy)
20. Discussion and consideration of approving and entering, including any amendment thereto, into a project agreement for Federal-aid Project Number J3-3345(004), State Job Number 33345(04), with the Oklahoma Department of Transportation (ODOT) to receive \$3,886,793 in federal funds for a project to resurface Midwest Boulevard from SE 29th Street to NE 10th Street. (Community Development - B. Bundy)
21. Discussion and consideration, including any amendment thereto, of approving a programming resolution for possible inclusion into the Air Quality Small Grant Program for a project to replace the existing bridge over Soldier Creek in Tom Poore Park. (Community Development - B. Bundy)
22. Discussion and consideration, including any amendment thereto, of declaring a Resolution of Necessity to acquire four tracts of property in connection with the future Rail with Trail Phase 3 Project, a federally funded multi-modal trail. The property is located within the corporate limits of the City of Midwest City, in the Northeast (NE) Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West, of the Indian Meridian, Oklahoma County, Oklahoma. (Community Development - B. Bundy)
23. Discussion and consideration, including any amendment thereto, of approving Change Order #02 with the Oklahoma Department of Transportation for STPG-255F(482)AG, State Job Number 33739(04), Orchard and Bomber Rail Trail Signals for \$7,292.46. (Community Development - B. Bundy)
24. Discussion and consideration, including any amendment thereto, of approving a programming resolution for possible inclusion into the Air Quality Small Grant Program for a project to add active transportation improvements to Adair Boulevard from Hudiburg Drive to Air Depot Boulevard. (Community Development - B. Bundy)

25. Discussion and consideration, including any amendment thereto, of granting a Permanent Easement to Oklahoma Gas and Electric Company across a certain parcel of land located within the corporate boundaries of Midwest City being part of Section Two (2), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, 8610 E. Reno. (Community Development - B. Bundy)
26. Discussion and consideration, including any amendment thereto, of approving Change Order #05 with the Oklahoma Department of Transportation for STP-255B(461)AG, State Job Number 31548(04), SE 29th Street Reconstruction from Midwest Boulevard to Douglas Boulevard in the amount of \$86,580.18. (Community Development - B. Bundy)
27. Discussion and consideration, including any amendments, of appointing Planning Commission Chairman Russell Smith to serve on the Local Development Review Committee. (Economic Development - R. Coleman)
28. 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. (Information Technology - A. Stephenson)
29. Discussion and consideration for adoption, including any possible amendment of 1) declaring various 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. (City Manager - V. Sullivan)

D. DISCUSSION ITEMS.

1. (PC-2090) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from C-3, Community Commercial and to R-HD, High Density Residential, for the property described as a part of the SW/4 of Section 12, T-11-N, R-2-W, located at 2500 S. Douglas Blvd. (Community Development - B. Harless)
2. (PC-2091) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from A-1, Agricultural to I-3, Heavy Industrial, and a resolution for a Special Use Permit to allow the use of Animal Waste Processing, for a portion of the property addressed as 7221 NE 36th, part of the the SW/4 of Section 15, T-12-N, R-2-W. (Community Development - B. Harless)
3. Discussion and consideration, for adoption, including any possible amendments of a correction of an error in the legal description of Ordinance No. 3463 approved by the City Council October 26, 2021. (Community Development - B. Harless)

4. (PC-2099) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from C-3, Community Commercial and R-6, Single Family Residential to PUD, Planned Unit Development, governed by the R-MD, Medium Density Residential and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential, and OR, Office Retail, to MDR, Medium Density Residential, for the property described as a part of the SW/4 of Section 34, T-12-N, R-2-W, located at 2905 and 2913 N. Glenhaven Drive and 198 and 208 Marlow Drive. (Community Development - B. Harless)
5. (PC-2100) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from R-6, Single Family Detached Residential to PUD, Planned Unit Development, governed by the R-6, Single Family Detached Residential and R-HD, High Density Residential districts and a resolution to amend a portion of the Comprehensive Plan from LDR, Low Density Residential to HDR, High Density Residential, for the property described as a part of the SW/4 of Section 5, T-11-N, R-1-W, addressed as 11455 SE 15th Street. (Community Development - B. Harless)
6. (PC – 2101) Discussion and consideration of adoption, including any possible amendment of the proposed preliminary plat of Cypress Village, described as a part of the SW/4 of Section 6, T11N, R1W, addressed as 10100 S.E. 10th St. and 1120 S. Post Rd. (Community Development - B. Harless)
7. Discussion and consideration, including any amendment thereto, of a request by Mr. Daryl Ljunghammar to waive the requirements of requiring a sewer connection in order to obtain a building permit per Midwest City Code 43-109, for his property at 8720 NE 17th Street. (Community Development - B. Bundy)
8. Discussion and consideration of adoption, including any possible amendment to an update to the temporary Traffic Calming measures installed along Murray Drive and Cardinal Place six months ago in June of 2021. (Public Works – P. Menefee)
9. (TS-446) Discussion and consideration of adoption, including any possible amendment of accepting the updated Traffic Signal Study and analysis for the intersection of N.E. 10th Street and Shadybrook Drive and approving the Traffic and Safety Commission’s recommendation of denial for a signal installation. (Public Works - P. Menefee)
10. Discussion and consideration of a resolution, including any possible amendment, of the City Council of the City of Midwest City, to rescind Resolution 2018-31; withdrawing from the Trust Agreement and Indenture creating the Regional Transportation Authority of Central Oklahoma (RTA); and rescinding appointments to the Regional Transportation Authority of Central Oklahoma. (City Manager – T. Lyon)
11. Discussion and consideration, including any amendments, to adopting a resolution fixing the amount of bonds to mature each year, fixing the time and place the bonds are to be sold and authorizing the Clerk to give notice of said sale as required by law. (City Manager - T. Lyon)

12. Discussion and consideration for adoption, including any possible amendment, of a resolution declaring the intent of the City Council of the City of Midwest City, Oklahoma, to consider the designation of a portion of the city as a "Statutory Reinvestment Area" and to consider creation of a related "Tax Increment District" pursuant to Oklahoma law; creating the Midwest City Local Development Act Review Committee ("the Review Committee"); determining membership of the Review Committee; designating the manner and term of appointment of Committee members; providing for meetings of the Review Committee; establishing officers; determining voting rights and quorum; directing the Review Committee to consider proposed project plans and to make any findings and recommendations required by law; directing the Midwest City Planning Commission to consider the proposed project plans and make any recommendations required by law; and containing other provisions relating thereto. (Economic Development - R. Coleman)

13. Appointment of a City Council member to serve as Chairman of the Local Development Review Committee. (Economic Development - R. Coleman)

14. Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration, Article X, Payment of Municipal Obligations, Section 2-143, Authority to institute legal action and settle claims; and providing for a repealer, severability and an effective date of January 15, 2022. (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 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 City Council on any Subject not scheduled on the Regular Agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.

F. FURTHER INFORMATION.

1. Signed Minutes of the October 5, 2021 Planning Commission Meeting. (Community Development - B. Harless)

2. Review of the November 2021 Building Report. (Community Development - B. Harless)

3. Review of the October 2021 Building Report. (Community Development—B. Harless)

G. EXECUTIVE SESSION.

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

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

November 09, 2021

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

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

Trustee Susan Eads	Trustee Sean Reed	City Manager Tim Lyon
Trustee Pat Byrne	Trustee Christine Allen	City Clerk Sara Hancock
Trustee Española Bowen	Trustee Rick Favors	City Attorney Don Maisch

OPENING BUSINESS. The Invocation was given by Assistant City Manager Vaughn Sullivan. The Pledge of Allegiance was led by Carl Albert Jr ROTC Cadets Ethridge and Kilmer. Staff and Council made Community-related announcements and comments. The Mayor read the Proclamations for National American Indian Heritage Month and Small Business Saturday.

CONSENT AGENDA. Allen made a motion to approve the consent agenda with the exception to pull Item 7, seconded by Byrne. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, Favors, and Dukes. Nay: none. Absent: none. Motion carried.

1. Discussion and consideration for adoption, including any possible amendment of, the October 26, 2021 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: Fire Department Fund, expenditures/Transfer Out (64) \$15,000. 2018 Election GO Bonds Fund, revenue/Transfer In (64) \$15,000; expenditures/Fire Department (64) \$15,000.
3. Discussion and consideration for adoption, including any possible amendment of Resolution 2021-39 for the City Council of the City of Midwest City relating to the expenditure of not more than \$15,000 for the clearing of the proposed location of the police/fire joint training facility project; indicating the official action of the City Council for the reimbursement to Midwest City Fire Department's 040 fund balance of such expenditure by the issuance of tax exempt general obligation bonds of the City of Midwest City, previously authorized at an election held for that purpose on May 11, 2021.
4. Discussion and consideration of passing and approving Resolution 2021-38 and proclamation, including any possible amendment, to authorize the calling and holding of a primary election on February 8, 2022, if necessary, and a general election, if necessary, on April 5, 2022: in Ward 1, for the election of a City Councilperson to represent Ward 1; Ward 3, for the election of a City Councilperson for Ward 3; Ward 5, for the election of a City Councilperson for Ward 5; and all Wards for the purpose of electing the Mayor, an at-large position for the City of Midwest City, County of Oklahoma, State of Oklahoma; enumerating the qualifications for those offices; and establishing the filing period.

5. Discussion and consideration including any amendment of restricting public vehicular access to Morris McGee Drive from November 10, 2021 to January 10, 2022 only that associated with Holiday Lights Spectacular.
6. Discussion and consideration of adoption, including any possible amendment to Resolution 2021-40 selecting EST, Inc. as the engineer responsible for the annual city bridge inspections for compliance with National Bridge Inspection Standards for the term of April 1, 2022 to March 31, 2024.
8. Discussion and consideration, including any amendment thereto, of approving Change Order #07 with the Oklahoma Department of Transportation for STP-255B(461)AG, State Job Number 31548(04), SE 29th Street Reconstruction from Midwest Boulevard to Douglas Boulevard in the amount of \$129,023.91.
9. Discussion and consideration, including any amendment thereto, of approving a federal aid programming Resolution 2021-41 for inclusion into the FFY 2022-2025 Transportation Improvement Plan for a project on SE 29th Street, replace the existing bridge over Crutch Creek and rehabilitate the box over Kuhlman Creek.
10. Discussion and consideration of, including any possible amendment, accepting a Grant of Permanent Easement from J Lou Properties L.L.C., across a certain parcel of land located within the corporate boundaries of Midwest City, in Block One of Tinker Village Addition to the Southwest Quarter (SW/4) of Section Eleven (11), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.
11. Discussion and consideration for adoption, including any possible amendment of 1) declaring various equipment obsolete items of city property on the attached list as surplus; and 2) authorizing their disposal by public auction, sealed bid, or other means as necessary.
12. Discussion and consideration for adoption, including any possible amendment of 1) declaring various 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.
- 7. Discussion and consideration approving, including any possible amendment of, the 2021-22 Midwest City Landscape Master Plan.** Streets addressed Council. After Staff and Council discussion, Allen made a motion to approve plan, seconded by Reed. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, Favors, and Dukes. Nay: none. Absent: none. Motion carried.

DISCUSSION ITEMS.

- 1. Discussion and consideration, including any amendments, of electing a Vice-Mayor.** Eads made a motion to appoint Byrne as Vice-Mayor, seconded by Allen. Voting Aye: Eads, Bowen, Reed, Allen, Favors, and Dukes. Nay: none. Absent: none. Abstain: Byrne. Motion carried.

*Reed left his seat at 6:38 PM, but never left the chambers. Returned to seat at 6:38 PM.

2. **Public hearing with discussion and consideration, including any amendments, of passing a resolution declaring the structures located at 9409 NE 11th St a public nuisance as defined in MCO 20.1 IPMC 301.3 and abatement procedures under MCO 27-8 of the Municipal Code and setting dates to demolish and remove the structure from the site.** Stroh, Suzanne West, owner, and Christopher Andrews, owners acquaintance, addressed the council. After Staff and Council discussion, Reed made a motion to approve Resolution 2021-37, seconded by Favors. Voting Aye: Eads, Byrne, Bowen, Reed, Favors, and Dukes. Nay: Allen. Absent: none. Motion carried.
3. **(TS-445) Discussion and consideration of adoption, including any possible amendment of accepting the updated Traffic Signal Study and analysis for the intersection of S.E. 15th Street and Windsong Drive.** No Action Taken.
4. **(TS-446) Discussion and consideration of adoption, including any possible amendment of accepting the updated Traffic Signal Study and analysis for the intersection of N.E. 10th Street and Shadybrook Drive.** No Action Taken.
5. **(CA-80) Discussion and consideration of an appeal including any possible amendment by Casey's General Stores to Section 9-386 (b) of the Midwest City Sign Ordinance which limits the height of freestanding signs to 20' above the level of the street, for the property addressed as 5601 Tinker Diagonal.** Harless addressed the Council. Bowen made a motion to approve the appeal, seconded by Byrne. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, Favors, and Dukes. Nay: none. Absent: none. Motion carried.
6. **Discussion and consideration for adoption, including any possible amendment of an ordinance amending the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Article III, Fire Prevention Codes and Standards, Division 2, Fire Prevention Codes, by amending Section 15-55, 15-56 and adopting Section 15-59; establishing an effective date, and providing for repealer and severability.** Norton addressed the Council. Reed made a motion to approve Ordinance 3467, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, Favors, and Dukes. Nay: none. Absent: none. Motion carried.

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

At 6:51 PM Reed made a motion to recess, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, Favors, and Dukes. Nay: none. Absent: none. Motion carried.

At 6:53 PM Reed made a motion to reconvene, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, Favors, and Dukes. Nay: none. Absent: none. Motion carried.

EXECUTIVE SESSION.

1. **Discussion and consideration of 1) entering into executive session, as allowed under body and its attorney concerning a pending investigation, claim, or action if the public body with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest; and 2) authorizing the City Manager to take action as appropriate based on discussion.**

At 6:53 PM Eads made a motion to enter into Executive Session, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, Favors, and Dukes. Nay: none. Absent: none. Motion carried.

At 7:12 PM Reed made motion to return to Open Session, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, Favors, and Dukes. Nay: none. Absent: none. Motion carried.

No Action Needed.

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 7:12 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: December 14, 2021
SUBJECT: Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of October 2021.

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

Capital Imp Rev Bond (250) decreased because of the following payment:
Interest for 2019 bond <\$547,813>

2018 Election G.O. Bond (270) decreased due to the payments for:
Various Capital Outlay <\$1,450,737>

2018 G.O. Bonds Proprietary (271) decreased because of the payments for:
Various Capital Outlay <\$102,333>

MWC Hospital Authority (425) activities for October:
Compounded Principal (9010) - unrealized gain on investment \$5,851,634
Discretionary (9050) - unrealized gain on investment \$1,835,191

Tiatia Cromar

Tiatia Cromar
Finance Director/ City Treasurer

City of Midwest City
Financial Summary by Fund
for Period Ending October, 2021

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2021 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	4,839,103	-	4,541,773	962,349	(665,019)	297,330	4,839,103
10	GENERAL	11,385,278	(163,938)	10,404,097	14,587,025	(13,769,781)	817,243	11,221,340
11	CAPITAL OUTLAY RESERVE	741,163	-	741,398	655	(890)	(235)	741,163
13	STREET AND ALLEY FUND	1,621,109	-	1,617,200	222,279	(218,370)	3,909	1,621,109
14	TECHNOLOGY FUND	478,942	-	433,563	120,996	(75,618)	45,378	478,942
15	STREET LIGHT FEE	1,691,252	-	1,747,738	198,829	(255,315)	(56,486)	1,691,252
16	REIMBURSED PROJECTS	1,058,629	(9)	1,055,221	40,393	(36,993)	3,400	1,058,621
17	29TH & DOUGLAS PROPERTY	3,061	-	291	10,003	(7,232)	2,770	3,061
20	MWC POLICE DEPARTMENT	9,466,143	(5,608)	8,840,718	6,127,253	(5,507,435)	619,818	9,460,536
21	POLICE CAPITALIZATION	991,357	-	724,080	553,097	(285,820)	267,277	991,357
25	JUVENILE FUND	45,779	-	38,163	21,379	(13,763)	7,616	45,779
30	POLICE STATE SEIZURES	86,845	-	87,864	77	(1,095)	(1,018)	86,845
31	SPECIAL POLICE PROJECTS	88,628	-	87,241	2,578	(1,192)	1,387	88,628
33	POLICE FEDERAL PROJECTS	49,922	-	48,467	1,454	-	1,454	49,922
34	POLICE LAB FEE FUND	29,057	-	25,123	5,037	(1,104)	3,934	29,057
35	EMPLOYEE ACTIVITY FUND	24,083	(10)	24,677	364	(968)	(604)	24,073
36	JAIL	160,491	-	148,088	32,012	(19,609)	12,403	160,491
37	POLICE IMPOUND FEE	119,644	-	114,337	14,204	(8,896)	5,308	119,644
40	MWC FIRE DEPARTMENT	6,232,434	(4)	5,798,220	4,798,130	(4,363,919)	434,210	6,232,430
41	FIRE CAPITALIZATION	1,463,026	-	1,263,814	301,864	(102,653)	199,212	1,463,026
45	MWC WELCOME CENTER	395,861	3	337,163	72,905	(14,204)	58,701	395,864
46	CONV / VISITORS BUREAU	340,229	-	276,171	134,879	(70,821)	64,058	340,229
50	DRAINAGE TAX FUND	-	-	-	-	-	-	-
60	CAPITAL DRAINAGE IMP	657,448	-	710,068	157,496	(210,116)	(52,620)	657,448
61	STORM WATER QUALITY	1,214,412	-	1,183,745	274,445	(243,778)	30,667	1,214,412
65	STREET TAX FUND	2,004,724	-	1,868,157	180,339	(43,772)	136,567	2,004,724
70	EMERGENCY OPER FUND	840,735	-	838,966	195,247	(193,478)	1,769	840,735
75	PUBLIC WORKS ADMIN	545,334	-	630,577	500,909	(586,153)	(85,244)	545,334
80	INTERSERVICE FUND	752,974	-	718,232	973,178	(938,436)	34,742	752,974
81	SURPLUS PROPERTY	579,099	(458,970)	119,209	16,887	(15,966)	921	120,130
115	ACTIVITY FUND	355,602	(65)	358,955	33,253	(36,670)	(3,417)	355,538
123	PARK & RECREATION	751,045	(150)	723,200	222,029	(194,334)	27,695	750,895
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	201,662	(201,662)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	167,774	-	169,787	24,254	(26,268)	(2,014)	167,774
143	GRANT FUNDS	6,395,384	(6,335,384)	60,000	106,940	(106,940)	-	60,000

City of Midwest City
Financial Summary by Fund
for Period Ending October, 2021
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2021 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,800,135	-	2,538,212	331,354	(69,431)	261,923	2,800,135
172	CAP. WATER IMP-WALKER	1,888,547	-	1,703,191	186,055	(699)	185,356	1,888,547
178	CONST LOAN PAYMENT REV	3,700,894	(15,358)	3,428,570	287,879	(30,912)	256,967	3,685,537
184	SEWER BACKUP FUND	80,195	-	80,124	71	-	71	80,195
186	SEWER CONSTRUCTION	5,436,313	-	5,345,887	486,131	(395,705)	90,425	5,436,313
187	UTILITY SERVICES	530,925	(924)	465,084	412,252	(347,335)	64,918	530,002
188	CAP. SEWER IMP.-STROTH	979,471	-	746,433	265,244	(32,205)	233,039	979,471
189	UTILITIES CAPITAL OUTLAY	2,335,545	(125,918)	2,128,425	137,189	(55,986)	81,202	2,209,627
190	MWC SANITATION DEPARTMENT	5,174,254	-	4,703,029	2,624,324	(2,153,099)	471,225	5,174,254
191	MWC WATER DEPARTMENT	4,111,657	-	3,857,782	2,570,472	(2,316,598)	253,874	4,111,657
192	MWC SEWER DEPARTMENT	3,341,298	(50)	2,796,457	2,671,340	(2,126,548)	544,792	3,341,249
193	MWC UTILITIES AUTHORITY	1,011,151	-	951,918	59,376	(143)	59,233	1,011,151
194	DOWNTOWN REDEVELOPMENT	585,007	(5,045)	579,446	516	-	516	579,962
195	HOTEL/CONFERENCE CENTER	376,373	(732,248)	(249,597)	878,856	(985,134)	(106,278)	(355,875)
196	HOTEL 4% FF&E	693,423	(251,867)	601,751	2,371,093	(2,531,288)	(160,195)	441,557
197	JOHN CONRAD REGIONAL GOLF	363,862	(145,793)	176,484	241,942	(200,358)	41,585	218,069
201	URBAN RENEWAL AUTHORITY	(1,501)	-	21,797	8	(23,307)	(23,298)	(1,501)
202	RISK MANAGEMENT	796,738	(37)	1,322,592	301,126	(827,017)	(525,891)	796,701
204	WORKERS COMP	3,710,388	-	3,795,625	268,281	(353,518)	(85,237)	3,710,388
220	ANIMALS BEST FRIEND	68,840	-	66,529	7,465	(5,154)	2,311	68,840
225	HOTEL MOTEL FUND	-	-	-	240,350	(240,350)	-	-
230	CUSTOMER DEPOSITS	1,518,671	(1,518,671)	-	1,375	(1,375)	-	-
235	MUNICIPAL COURT	83,890	(83,890)	-	81	(81)	-	-
240	L & H BENEFITS	1,688,439	(36,720)	1,440,177	3,433,125	(3,221,583)	211,542	1,651,719
250	CAPITAL IMP REV BOND	6,921,525	(47,914,293)	(40,093,181)	5,335,753	(6,235,340)	(899,587)	(40,992,768)
269	2002 G.O. STREET BOND	316,997	-	316,717	280	-	280	316,997
270	2018 ELECTION G.O. BOND	22,370,573	(359,521)	28,243,801	224,093	(6,456,842)	(6,232,749)	22,011,052
271	2018 G.O. BONDS PROPRIETARY	4,321,571	(301,015)	7,103,148	9,684	(3,092,276)	(3,082,592)	4,020,555
310	DISASTER RELIEF	8,907,804	(185,273)	8,912,238	114,442	(304,149)	(189,707)	8,722,531
340	REVENUE BOND SINKING FUND	-	-	-	2,261,449	(2,261,449)	-	-
350	G. O. DEBT SERVICES	2,162,047	(14,576)	2,395,523	57,092	(305,144)	(248,052)	2,147,471
352	SOONER ROSE TIF	1,129,376	-	758,227	374,649	(3,500)	371,149	1,129,376
353	ECONOMIC DEV AUTHORITY	54,746,993	(50,473,575)	3,984,950	435,339	(146,872)	288,468	4,273,418
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	128,711,202	(1,530)	125,576,655	6,065,375	(2,932,356)	3,133,019	128,709,674
425-9020	MWC HOSP AUTH-LOAN RESERVE	559,708	(559,708)	-	-	-	-	-
425-9050	MWC HOSP AUTH-DISCRETIONARY	23,240,201	(3,867)	19,799,495	3,826,978	(390,139)	3,436,839	23,236,334
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	9,136,964	-	9,244,883	118	(108,035)	(107,917)	9,136,966
425-9080	MWC HOSP AUTH GRANTS	725,929	-	152,847	633,082	(60,000)	573,082	725,929
	TOTAL	360,108,001	(109,694,010)	248,637,550	68,208,641	(66,432,197)	1,776,444	250,413,994



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: December 14, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: Risk Fund, expenditures/Risk Insurance (29) \$545,987. Worker's Comp Fund, expenditures/Risk Insurance (29) \$1,334,940. Urban Renewal Authority Fund, expenditures/Urban Renewal (93) \$50,000. Grant Fund, revenue/Intergovernmental (62) \$44,880; expenditures/Police (62) \$44,880. 2018 Election G.O. Bonds Fund, revenue/Transfers In (06) \$13,213; expenditures/Park & Rec (06) \$13,213.

The first supplement is needed to budget prior years' general liability case reserves according to actuarial report. The second supplement is needed to budget prior years' workers compensation case reserves according to actuarial report. The third supplement is needed to budget attorney fees. The fourth supplement is needed to budget the revenue and expenditures for the 2022 Oklahoma Highway Safety Grant. The fifth supplement is needed to budget transfer in from Park & Rec Fund to be used for Reed Baseball Complex renovations project.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS
December 14, 2021

Fund RISK MANAGEMENT (202)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
29	Risk Insurance			545,987	
		<u>0</u>	<u>0</u>	<u>545,987</u>	<u>0</u>
Explanation: To budget prior years' general liability case reserves according to actuarial report. Funding to come from fund balance.					

Fund WORKERS COMP (204)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
29	Risk Insurance			1,334,940	
		<u>0</u>	<u>0</u>	<u>1,334,940</u>	<u>0</u>
Explanation: To budget prior years' workers compensation case reserves according to actuarial report. Funding to come from fund balance.					

Fund URBAN RENEWAL AUTHORITY (201)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
93	Urban Renewal			50,000	
		<u>0</u>	<u>0</u>	<u>50,000</u>	<u>0</u>
Explanation: To budget attorney fees. Funding to come from fund balance.					

Fund GRANT FUNDS (143)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Intergovernmental	44,880			
62	Police			44,880	
		<u>44,880</u>	<u>0</u>	<u>44,880</u>	<u>0</u>
Explanation: To budget the revenue and expenditures for the 2022 Oklahoma Highway Safety Grant.					

SUPPLEMENTS
December 14, 2021

Fund 2018 ELECTION GO BONDS (270)		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>
06	Park & Rec	13,213			
06	Park & Rec			13,213	
		<u>13,213</u>	<u>0</u>	<u>13,213</u>	<u>0</u>

Explanation:
To budget transfer in from Park & Rec Fund (123) to be used for Reed Baseball Complex renovations project.



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

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: December 14, 2021

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 October 2021, which is the fourth (4) period of the FY 2021/2022.

Troy Bradley, Human Resources Director

<u>FISCAL YEAR 2021-2022</u>	<u>Jul-21</u>	<u>Aug-21</u>	<u>Sep-21</u>	<u>Oct-21</u>	<u>Nov-21</u>	<u>Dec-21</u>	<u>Jan-22</u>	<u>Feb-22</u>	<u>Mar-22</u>	<u>Apr-22</u>	<u>May-22</u>	<u>Jun-22</u>
PLAN INCOME												
Projected Budgeted (MTD)	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012
Actual (MTD)	832,833	851,193	896,598	852,564								
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								
PLAN CLAIMS/ADMIN COSTS	<u>Jul-21</u>	<u>Aug-21</u>	<u>Sep-21</u>	<u>Oct-21</u>	<u>Nov-21</u>	<u>Dec-21</u>	<u>Jan-22</u>	<u>Feb-22</u>	<u>Mar-22</u>	<u>Apr-22</u>	<u>May-22</u>	<u>Jun-22</u>
Projected Budgeted (MTD)	804,741	1,005,926	804,741	804,741	1,005,926	804,741	1,005,926	804,741	804,741	804,741	1,005,926	804,741
Actual (MTD)	710,070	876,960	831,545	803,008								
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								
EXCESS INCOME vs. EXPENDITURES	<u>Jul-21</u>	<u>Aug-21</u>	<u>Sep-21</u>	<u>Oct-21</u>	<u>Nov-21</u>	<u>Dec-21</u>	<u>Jan-22</u>	<u>Feb-22</u>	<u>Mar-22</u>	<u>Apr-22</u>	<u>May-22</u>	<u>Jun-22</u>
Projected Budgeted (MTD)	105,271	-95,914	105,271	105,271	-95,914	105,271	-95,914	105,271	105,271	105,271	-95,914	105,271
Actual (MTD)	122,763	-25,767	65,053	49,556								
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								
FISCAL YEAR 2020-2021	<u>Jul-20</u>	<u>Aug-20</u>	<u>Sep-20</u>	<u>Oct-20</u>	<u>Nov-20</u>	<u>Dec-20</u>	<u>Jan-21</u>	<u>Feb-21</u>	<u>Mar-21</u>	<u>Apr-21</u>	<u>May-21</u>	<u>Jun-21</u>
PLAN INCOME												
Projected Budgeted (MTD)	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416
Actual (MTD)	662,819	704,904	753,466	689,432	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	<u>Jul-20</u>	<u>Aug-20</u>	<u>Sep-20</u>	<u>Oct-20</u>	<u>Nov-20</u>	<u>Dec-20</u>	<u>Jan-21</u>	<u>Feb-21</u>	<u>Mar-21</u>	<u>Apr-21</u>	<u>May-21</u>	<u>Jun-21</u>
Projected Budgeted (MTD)	691,492	864,366	691,492	691,492	864,366	691,492	691,492	691,492	864,366	691,492	864,366	691,492
Actual (MTD)	548,997	965,005	927,589	766,622	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	<u>Jul-20</u>	<u>Aug-20</u>	<u>Sep-20</u>	<u>Oct-20</u>	<u>Nov-20</u>	<u>Dec-20</u>	<u>Jan-21</u>	<u>Feb-21</u>	<u>Mar-21</u>	<u>Apr-21</u>	<u>May-21</u>	<u>Jun-21</u>
Projected Budgeted (MTD)	37,924	-134,950	37,924	37,924	-134,950	37,924	37,924	37,924	-134,950	37,924	-134,950	37,924
Actual (MTD)	113,822	-260,101	-174,123	-77,190	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.

October 4/FY 2022: \$1,651,530
 October 4/FY 2021: \$1,120,405
 October 4/FY 2020: \$1,849,017
 October 4/FY 2019: \$2,054,713

**** 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: December 14, 2021

RE: Discussion and consideration of entering into an extension of an agreement, including any possible amendment, with INSURICA Insurance Management Network in the amount of \$55,560.00 for coordination and management of benefit services for the City's Employee Life and Health Benefits Plan. This agreement extension would maintain benefits consulting services without an increase in cost over the previous year.

This agreement would be effective July 1, 2021, and INSURICA would remain the consultant and broker for the City's Employee Life and Health Benefits Plan. INSURICA would provide services on an as-needed basis, provide dedicated day-to-day service with carrier, billing, and benefit issues, and help the City stay in compliance with all federal and state guidelines. INSURICA would assist the City with all services related to the Employee Life and Health Benefits Plan, such as the following:

- Renewal Services – underwriting, projections, evaluations, analysis, RFP creation
- Strategic Services – benefits strategic plan creation, benchmarking, administration, resource library
- Enrollment – communicate and facilitate enrollment services and meetings
- Employee Communication – newsletters, wellness and education campaigns, benefits statements
- Compliance Resources – monthly webinars, HR resources library and hotline
- Human Resources – tools, survey data, library of forms
- Stewardship Report – planning, setting and measuring goals, work plans

Staff recommends approval.

Troy Bradley, Human Resources Director

PROFESSIONAL SERVICES AGREEMENT EXTENSION
between
INSURICA INSURANCE MANAGEMENT NETWORK
And
THE CITY OF MIDWEST CITY

THIS PROFESSIONAL SERVICES AGREEMENT EXTENSION (hereinafter referred to as “**Extension**”) is entered into by and among The City of Midwest City, a municipal corporation (hereinafter referred to as “**City**”), and INSURICA Insurance Management Network, (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, on July 1, 2020 the **Parties** entered into a Services Agreement; and

WHEREAS, the term of the Services Agreement was for one-year and may be extended each year thereafter for an additional twelve (12) months; and

WHEREAS, the **Parties** have mutually agreed to extend the Services Agreement for an additional twelve (12) months.

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:

The pursuant to P aragraph5.1 of the Services Agreement, this **Extension** is hereby agreed to between the **Parties** and the Service Agreement is hereby extended for an additional twelve (12) months, to end on June 30, 2022.

All other terms and conditions contained in the Service Agreement shall remain in full force and effect.

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

Service Provider:

INSURICA Insurance Management Network

By:  _____

Dustin Brand
Vice-President

Date: 11/29/2021

PROFESSIONAL SERVICES AGREEMENT EXTENSION
between
INSURICA INSURANCE MANAGEMENT NETWORK
And
THE CITY OF MIDWEST CITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this
14th day of December, 2021.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY



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

MEMORANDUM


TO: Honorable Mayor and Council

FROM: Tim Lyon, City Manager

DATE: December 14, 2021

SUBJECT: Discussion and consideration, including any amendments, of entering into a Municipal Advisor Contract with BOK Financial Securities for expert financial advice associated with the \$53,650,000 General Obligation Bond issue.

As you may recall, we were formally with The Baker Group for financial advice regarding the GO Bond finances and due to unforeseen circumstances, we had to terminate their contract in June of this year. After much deliberation and research, we are requesting that BOK Financial Securities, represented by Chris Gander, be named at the Council's discretion as our new advisors for the GO Bond money activity to bring the best benefits for the City of Midwest City in the future.



Tim L. Lyon, City Manager



Public Finance Division
499 W. Sheridan Avenue, Suite 2500
Oklahoma City, Oklahoma 73102

ENGAGEMENT LETTER

December 14, 2021

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

RE: Financial Advisory Services Provided to the City of Midwest City and its Public Trusts.

The purpose of this Engagement Letter (the “Letter”) is to set forth the role BOK Financial Securities, Inc. (“BOKFS”) proposes to serve and the responsibilities BOKFS proposes to assume as Financial Advisor to the City of Midwest City and all public trusts of the City of Midwest City (together, the “Issuer”). Upon the Issuer’s acceptance, this Letter will serve as our mutual agreement with respect to the terms and conditions of our engagement as Issuer’s financial advisor, effective on the date this Letter is executed by Issuer (the “Effective Date”).

1. Scope of Services. BOKFS will provide, on an on-going basis, professional financial advisory services to the Issuer on financial matters, including but not limited to the Issuer’s anticipated debt issuances, primarily bonds or notes (“financings”). BOKFS will assist the Issuer with each of the following tasks associated with the planning, structuring, marketing, pricing, and closing of the proposed financings. BOKFS will only serve as financial advisor in the investment of bond proceeds if mutually agreed upon in writing.

- (a) The Services shall be limited to the services described in **Appendix A** (the “Scope of Services”).
- (b) Except as otherwise provided in the Scope of Services, BOKFS shall not be responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about BOKFS provided by BOKFS for inclusion in such documents.
- (c) The Scope of Services does not (i) include tax, legal, accounting or engineering advice with respect to any Issue, Product or opinion or certificate rendered by counsel or other person at closing, or (ii) include review or advice with respect to any feasibility study, except, in either case, as may be prepared by BOKFS as provided for in the Scope of Services.
- (d) Issuer agrees not to represent, publicly or to any specific person, that BOKFS is Issuer’s independent registered municipal advisor (“IRMA”) for purposes of Securities and Exchange Commission (“SEC”) Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”) without BOKFS’s prior written consent.



- (e) When BOKFS is designated by Issuer as its IRMA, BOKFS shall be Issuer's IRMA solely with respect to the Scope of Services. BOKFS shall not be responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to BOKFS, its personnel and its role as IRMA in Issuer's written representation contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B), shall be subject to prior approval by BOKFS.

2. BOKFS's Regulatory Obligations When Providing Services to Issuer.

- (a) MSRB Rule G-42 requires that BOKFS (i) make a reasonable inquiry as to the facts that are relevant to Issuer's determination whether to proceed with a course of action or that form the basis for any advice provided by BOKFS to Issuer, (ii) undertake a reasonable investigation to determine that BOKFS is not basing any recommendation on materially inaccurate or incomplete information, and (iii) use reasonable diligence to know the essential facts about Issuer and the authority of each person acting on Issuer's behalf.
- (b) Issuer agrees to cooperate, and to cause Issuer's agents to cooperate, with BOKFS in carrying out the foregoing requirements, including providing to BOKFS accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such requirements. In addition, Issuer agrees that, to the extent Issuer requests BOKFS provide advice with regard to any recommendation made by a third party, Issuer will provide to BOKFS written direction to do so and all information Issuer has received from such third party relating to its recommendation.

3. Compensation. For the above services, Issuer agrees to pay BOKFS the following:

- (a) For each debt issuance, a fee of nine-tenths of one percent (0.90%) of the principal amount actually issued. It is understood that BOKFS will be paid no fee unless funding of such debt issue is successfully completed.
- (b) Expense reimbursement of \$2,500.00 for each debt issuance, with additional expenses above such amount to be approved by the Issuer.
- (c) Offering document printing, bond printing, DTC and CUSIP registration, mailing and distribution, bond counsel, rating fees, paying agent fees and other normal costs of issuance are the responsibility of the Issuer. To the extent the Issuer desires or it is convenient for BOKFS to front these types of expenditures, BOKFS will be reimbursed on actual costs and such reimbursement will be separate from BOKFS's out-of-pocket expense reimbursement. BOKFS's out-of-pocket expense reimbursement covers such items as copies, mail, fax, overnight delivery, report printing, and other hard costs.

4. Term of this Engagement. This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. If Issuer exercises its option to terminate this Agreement, Issuer agrees to reimburse BOKFS for any of the expenses described in paragraph 3 advanced by BOKFS pursuant to paragraph 3 above and to pay BOKFS for its services rendered prior to such termination in a mutually acceptable amount which shall be negotiated in good faith between the parties.



5. **Limitation on Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of the obligations of BOKFS arising under this Letter:

- (a) BOKFS and its associated persons shall have no liability to Issuer for any other loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Issuer's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by BOKFS to Issuer; and,
- (b) No recourse shall be had against BOKFS for loss, damage, liability, cost or expense (whether direct, indirect or consequential) arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product or otherwise relating to the tax treatment of any Issue or Product, or in connection with any opinion or certificate rendered by counsel or any other party.

6. **Required Disclosures.**

- (a) MSRB Rule G-42 requires that BOKFS provide Issuer with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in BOKFS's Disclosure Statement attached hereto as **Appendix B.**
- (b) MSRB Rule G-10 requires disclosure of the following:
 1. BOKFS is registered with the SEC and the MSRB.
 2. The MSRB's website address is www.msrb.org.
 3. The MSRB's "Information for Municipal Advisory Clients" brochure describes the protections that may be provided by the MSRB and how to file a complaint with the appropriate regulatory authority. That brochure can be found at the following web address:

<http://www.msrb.org/~media/files/resources/msrb-ma-clients-brochure.ashx?>

7. **Information.** While this Agreement is in effect, the Issuer will provide or cause to be provided to BOKFS information concerning the Issuer, including information relating to the Issuer's financial condition and results of operations, the sources of security and payment for any Issuer Obligations, and such other information (excluding confidential information unless such confidential information is reasonably required to provide disclosure to investors) as BOKFS reasonably considers necessary or appropriate to perform its duties under this Agreement. Such information will be taken or derived from the Issuer's official records or from other sources that the Issuer determines and reasonably believes to be accurate and reliable, based on due inquiry and investigation by the Issuer of such other sources; and, the Issuer expressly authorizes BOKFS to rely on the accuracy and completeness of all information provided to BOKFS by or on behalf of the Issuer.

8. **Compliance with Applicable Law.** As an inducement to BOKFS to enter into this Agreement and to perform the duties assigned to it hereunder, the Issuer agrees to comply with all applicable requirements and procedures imposed by law relating to, and all covenants and agreements entered into in connection with or supporting, the validity, enforceability and terms (including terms relating to security and tax-exemption) of any Issuer Obligations. As an inducement to Issuer to enter into this Agreement and



to perform the duties assigned to it hereunder, BOKFS agrees to comply with all applicable requirements and procedures imposed by law relating to, and all covenants and agreements entered into in connection with or supporting, the validity, enforceability and terms (including terms relating to security and tax-exemption) of any services by BOKFS. Further, BOKFS represents and warrants to Issuer that BOKFS is familiar with the applicable law, rules, regulations, and requirements in order for BOKFS to perform BOKFS's professional services as a highly qualified and competent provider of said financial services.

9. Professional Judgment. All actions and recommendations of BOKFS pursuant to this Agreement will be based on BOKFS's professional judgment and information that the Issuer provides to BOKFS. BOKFS's recommendations represent its professional judgment based upon BOKFS's review of information provided by the Issuer, to the extent that BOKFS deems such information relevant to any such recommendation, and BOKFS's own knowledge and experience. BOKFS's recommendations will be offered in reliance upon the representations and covenants contained in the agreements, certificates and other instruments prepared, executed and delivered in connection with Issuer Obligations. The Issuer understands and agrees that this Agreement shall constitute an agreement for professional services, and neither the performance by BOKFS of its duties hereunder nor the implementation of any of BOKFS's recommendations shall be construed by the Issuer as a guarantee of any result or outcome.

10. Waiver of Jury Trial. Each party agrees to waive any right to a trial by jury with respect to any claim, counterclaim or action arising out of or in connection with this agreement or the transactions contemplated hereby or the relationship between the parties. Parties agree to waive consequential and punitive damages.

11. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws (excluding conflict of law provisions) of Oklahoma.

12. Litigation Expenses. In any action brought by a party hereto to enforce the obligations of any other party hereto, the prevailing party shall be entitled to collect from the opposing party to such action such party's reasonable litigation costs and attorney's fees and expenses (including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation).

13. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of Issuer and BOKFS, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

14. Entire Agreement. This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties. This Agreement and all of the provisions of this Agreement shall be deemed drafted by all of the parties hereto.

15. Course of Dealing. No course of prior dealing involving any of the parties hereto and no usage of trade shall be relevant or advisable to interpret, supplement, explain or vary any of the terms of this Agreement, except as expressly provided herein.

16. Interpretation. This Agreement shall not be interpreted strictly for or against any party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.

17. No Reliance. Each party hereto has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon its own knowledge and



investigation. No party has relied on any representation or warranty of any other party hereto except any such representations and warranties as are expressly set forth herein.

18. Authority. Each of the persons signing below on behalf of a party hereto represents and warrants that he or she has full requisite power and authority to execute and deliver this Agreement on behalf of the party for whom he or she is signing and to bind such party to the terms and conditions of this Agreement.

19. Severability. If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

20. No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

21. Amendment. This Agreement may be amended or modified only in a writing that has been signed by the parties hereto and which specifically references this Agreement.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument. This Agreement shall become effective only when all of the parties hereto shall have executed the original or counterpart hereof. This Agreement may be executed and delivered by digitized transmission of a counterpart signature page hereof.

[Signatures on Following Page]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of the Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

Dated this 14th day of December 2021.

BOK FINANCIAL SECURITIES, INC.

CHRIS GANDER
INVESTMENT BANKER

This engagement letter accepted by and on behalf of the City of Midwest City, Oklahoma, this 14th day of December 2021.

MAYOR



APPENDIX A SCOPE OF SERVICES

- A. Review financing needs of the Issuer.
- B. Conduct a survey of the financial resources of the Issuer to determine the extent of its capacity to authorize, issue, and service debt. The survey is to include an analysis of the existing debt structure as compared with the existing and projected sources of revenue which may be pledged to secure payment of debt service.
- C. Assist in developing a plan of financing for needs of the Issuer, and/or financing alternatives available to the Issuer.
- D. Submit recommendations to the Issuer on the debt instruments and structure of debt under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, tax levy tables, options for prior payment, security provisions, timing of sale and any other additional provisions designed to make the issue attractive to investors.
- E. Advise the Issuer of current bond market conditions, forthcoming bond issues, and other general information and economic data which might normally be expected to influence interest rates or bidding conditions.
- F. Assist in developing presentations and applications for submission to rating agencies, and preparation of Official Statement and other offering materials.
- G. Assist in developing information for any election to be presented to voters related to the approval of the issuance of debt or levying additional ad valorem and/or sales tax including, but not limited to, providing information to local media and presentations to local civic organizations.
- H. Cooperate with Bond Counsel in preparation of legal documents and in assuring compliance with legal and regulatory requirements.
- I. Handle sale of all debt issues, both competitive and negotiated.
- J. Assist Bond Counsel with the preparation of forms and documents required for filing with the IRS or other governmental agency.
- K. Advise and assist with compliance with continuing disclosure regulations and/or agreements pertaining thereto.
- L. Provide follow-up analysis after issues, and analysis and advice regarding financing needs and questions during term of engagement.
- M. While serving as the Issuer's financial advisor, BOKFS agrees to refrain from acting as the underwriter in the original issue of any Issuer securities.
- N. On an as-needed basis, BOKFS shall meet and consult with the administration and staff of the Issuer concerning the Scope of Services herein. BOKFS shall further be available to confer with the Issuer and legal staff concerning questions regarding the business of the Issuer.
- O. BOKFS agrees to present all notice of sale documents and/or financing agreements, and other documents, to the Issuer's administration for advance review and approval.



APPENDIX B DISCLOSURE STATEMENT

This Disclosure Statement is provided by BOK Financial Securities, Inc. (“BOKFS”) to the City of Midwest City and all public trusts of the City of Midwest City (together, the “Issuer”) in connection with the Engagement Letter (the “Letter”) and is dated as of the same date as the Letter.

Part A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interests, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. Accordingly, BOKFS makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services, together with explanations of how BOKFS addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, BOKFS mitigates such conflicts through its adherence to its fiduciary duty to Issuer, which includes a duty of loyalty. This duty of loyalty obligates BOKFS to deal honestly and with the utmost good faith with Issuer and to act in Issuer’s best interests without regard to BOKFS’s financial or other interests. Furthermore, because BOKFS is a broker-dealer, its financial advisory supervisory structure provides strong safeguards against individuals at BOKFS potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Affiliate Conflict. Any affiliate of BOKFS (the “Affiliate”) may provide certain advice, services and/or products to Issuer that may be directly related to BOKFS’s activities. In particular, BOKF, N.A. is expected to serve as paying agent on the bonds. The Affiliate’s business with Issuer could create an incentive for BOKFS to recommend to Issuer a course of action designed to increase the level of Issuer’s business activities with the Affiliate or to recommend against a course of action that would reduce or eliminate Issuer’s business activities with the Affiliate. This potential conflict is mitigated by the fact that Affiliate is subject to comprehensive regulatory review.

Compensation-Based Conflicts.

If the fees due under the Engagement Letter will be based on the size of the Issue and the payment of such fees shall be contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for BOKFS to recommend unnecessary or disadvantageous financings. This conflict of interest is mitigated by the general mitigations described above.

If the fees due under the Engagement Letter are in a fixed amount established at the outset of the Engagement Letter. The amount is usually based upon an analysis by Issuer and BOKFS of, among other things, the expected duration and complexity of the transaction and the Scope of Services. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, BOKFS may suffer a loss. Thus, BOKFS may recommend less time-consuming alternatives. This conflict of interest is mitigated by the general mitigations described above.

If the fees due under the Engagement Letter are based on hourly fees of BOKFS’s personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Issuer and BOKFS do not agree on a reasonable maximum amount at the outset of the engagement, because BOKFS does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.



Other Financial Advisor or Underwriting Relationships. BOKFS serves a wide variety of other clients that may have interests that could have an impact on Issuer's interests. For example, BOKFS serves as financial advisor to other financial advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Issuer under this Engagement Letter. These other clients may have competing interests. BOKFS could face a conflict of interest arising from these competing client interests. None of these other engagements or relationships would impair BOKFS's ability to fulfill its regulatory duties to Issuer.

Broker-Dealer and Investment Advisory Business. BOKFS is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities, in addition to serving as a financial advisor or underwriter. Such securities-related activities may be undertaken on behalf of, or as counterparty to, Issuer, Issuer's personnel, and current or potential investors in Issuer's securities. These other clients may have interests in conflict with Issuer's interests and the interests of such other clients could create the incentive for BOKFS to make recommendations to Issuer that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from BOKFS effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of BOKFS that operate independently from BOKFS's financial advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by BOKFS to Issuer.

Secondary Market Transactions in Issuer's Securities. BOKFS may take a principal position in securities, including Issuer's securities, and therefore BOKFS could have interests in conflict with Issuer with respect to the value of Issuer's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, BOKFS or its affiliates may submit orders for and acquire Issuer's securities issued in an Issue under the Engagement Letter from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Issuer in that it could create the incentive for BOKFS to make recommendations to Issuer that could result in more advantageous pricing of Issuer's securities in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of BOKFS that operate independently from BOKFS's financial advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by BOKFS to Issuer.

Part B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, BOKFS sets out below required disclosures and related information in connection with such disclosures.

Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to Issuer's evaluation of BOKFS or the integrity of BOKFS's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

January 10, 2012 – A regulatory action against BOKFS by FINRA was resolved via an Acceptance, Waiver & Consent. The allegation was related to "fair and reasonable" pricing of principal transactions.

June 18, 2015 – An order was issued against BOKFS by the U.S. Securities and Exchange Commission. The allegation was related to the due diligence conducted by the firm to establish a reasonable basis that certain material representations made by issuers in official statements connected with the offerings were accurate. The violations were self-reported



by BOKFS pursuant to the SEC’s Municipalities Continuing Disclosure Cooperation (“MCDC”) Initiative.

October 21, 2015 – A regulatory action against BOKFS by FINRA was resolved via an Acceptance, Waiver & Consent. The allegations were related to “fair and reasonable” pricing of corporate bond transactions.

March 11, 2019 – An order was issued against BOKFS by the U.S. Securities and Exchange Commission. The allegations were related to inadequate disclosure language in the firm’s ADV brochures regarding the selection of mutual fund share classes that contain 12b-1 fees when share classes that did not contain 12b-1 fees were potentially available. The violations were self-reported by BOKFS pursuant to the SEC’s Share Class Selection Disclosure (“SCSD”) Initiative.

Details of the events disclosed above can be found in the firm’s Form MA available through the SEC’s EDGAR Filing System (<https://www.sec.gov/edgar/searchedgar/companysearch.html>). Search for “BOK Financial Securities, Inc.” to view the firm’s most recent Form MA filing.

Future Supplemental Disclosures. As required by MSRB Rule G-42, this Section may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest, or to provide updated information with regard to any legal or disciplinary events of BOKFS. BOKFS will provide Issuer with any such supplement or amendment as it becomes available throughout the term of the Engagement Letter.



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

MEMORANDUM

TO: Honorable Mayor and Council


FROM: Tim Lyon, City Manager

DATE: December 14, 2021

SUBJECT: Discussion and consideration, including any amendments, of entering into a contract with Hilborne & Weidman for expert Bond Counsel services associated with the 2018 Public Safety portion of the General Obligation Bond in an approximate amount of \$5,750,000.

The Hilborne & Weidman Corporation, represented by John Weidman, has agreed to serve as our Bond Counsel in regards to our proposed issuance of general obligation bonds in the approximate principal amount of \$5,750,000 to provide funds for public safety buildings and facilities for the City of Midwest City.

Mr. Weidman's fees will be calculated at .90% of each series of bond issued to include reasonable documented out-of-pocket expenses such as travel to Midwest City from his office in Tulsa, when necessary.



Tim L. Lyon, City Manager

HILBORNE & WEIDMAN

A PROFESSIONAL CORPORATION

ATTORNEYS AND COUNSELORS

2405 EAST 57TH STREET

TULSA, OKLAHOMA 74105-7548

TELEPHONE:

(918)749-0111

TELECOPIER:

(918)749-0335

December 14, 2021

The Honorable Matt Dukes
100 N. Midwest Boulevard
Midwest City, Oklahoma 73110

Dear Mayor Dukes:

It is our pleasure to submit herewith our proposal to serve as Bond Counsel to the City of Midwest City, Oklahoma, regarding your proposed issuance of general obligation bonds in the approximate principal amount of \$5,750,000 to provide funds for public safety buildings and facilities. As your Bond Counsel, we will work closely with your financial advisor and staff in structuring the proposed financing in order to maximize savings and achieve the lowest possible interest cost on the bonds. In this connection, we shall provide such legal services as may be required to assist in the preparation of the transcript of proceedings and approval of such bonds by the Attorney General of the State of Oklahoma. We will also provide our market legal opinion to the purchase of any bonds issued without charge to such purchaser.

For such services in connection with each issue or series of such bonds our fee would be ninety hundredths of one percent (.90%) of the principal amount of bonds issued plus reimbursement for our reasonable documented out-of-pocket expenses incurred in connection with such bond issue, such sum to be paid when such bonds are issued. Our fee is contingent upon delivery of and payment for any such bonds. In the event no bonds are issued and delivered, we would receive no compensation for our services rendered in connection therewith; provided that we shall receive reimbursement for accrued documented out-of-pocket expenses. You agree to pay all publication and printing expenses.

Respectfully submitted,

HILBORNE & WEIDMAN,
a professional corporation

By: 
John D. Weidman, President

The above proposal is hereby approved and accepted this 14th day of December, 2021.

Mayor



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

Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Assistant City Manager

Date: December 14, 2021

Subject: Discussion and consideration of, including any possible amendment, approving Task Order #3 with C. H. Guernsey & Company (Guernsey), in an amount not to exceed \$16,200.00, for development of a Preliminary Engineering Report (PER) related to the 2018 Moving Midwest City Forward bond issue, Multi-Purpose Sports Complex phase II located at 9400 S.E. 29th Street in Oklahoma City.

Guernsey has submitted a Task Order Agreement #3 for a Preliminary Engineering Report (PER) related to the 2018 Moving Midwest City Forward bond issue, Multi-Purpose Sports Complex phase II located at 9400 S.E. 29th Street in Oklahoma City. The preparation of the PER will be used to assist staff in applying for EDA grants and securing other funding for phase II. Guernsey will provide a PER that at a minimum provides the following information:


1. Description of project components - Provide a general description of all project components involved in the project. Indicate whether the project involves the construction of new infrastructure or facilities or the renovation or replacement of existing ones. Describe each of the project components in terms of dimensions, quantities, capacities, square footage, etc.
2. Provide a statement verifying that the project components described in the engineering report are consistent with the EDA investment project description that is provided in Section B.2 of Form ED-900.
3. Provide drawing(s) showing the general layout and location of the existing site conditions and of the project components as well as location of any project beneficiary identified in Section B.9 of Form ED-900 that provide economic justification for the project, if any.

Provide rough dimensions and quantities for major project components should be shown and labeled on the drawings. Drawings should clearly identify the project components that are being proposed.

4. Provide a feasibility analysis for the constructability of the project. Include a review of the existing conditions and note particular features, alignments, and circumstances affecting construction of project components.
5. Describe the proposed method of construction. Indicate whether construction procurement will be done through competitive bid or other method. Indicate if any portion of the project is to be done by design/build, construction management at risk, the applicant's own forces, or a third-party construction manager. If an alternate construction procurement method (other than traditional design/bid/build with sealed competitive bid process) is proposed, a construction services procurement plan must be provided to EDA for approval in accordance with EDA's regulation at 13 C.F.R. § 305.6(a).

6. Provide a description of the number of construction contracts anticipated. If multiple contracts are proposed, describe the project components included in each contract. If separate contracts are anticipated for demolition or site work, the budget information cost classification should reflect the estimated costs for these components. If project phasing is proposed, a project phasing request must be provided to EDA for approval per EDA's regulation at 13 C.F.R. § 305.9(a).
7. Provide a current detailed construction cost estimate for each of the project components. Show quantities, unit prices, and total costs and provide a basis for the determination of construction contingencies. The total of this estimate should match the construction line item of the SF-424C.
8. Provide a list of all permits required for the proposed project and their current status. Identify all permits required; include the timeline to obtain the permits and discuss how the permitting relates to the overall project schedule. If the project crosses a railroad right-of-way or is within a railroad right-of-way, explain any permitting or approvals that may be required from the railroad or other authority and the timeframe for obtaining these permits or approvals.

Funds are budgeted and available in the bond issue account for the Multi Purpose Sports Facility. Staff recommends approval.



Vaughn K. Sullivan
Assistant City Manager

Attachment: Task Order #3 Agreement

TASK ORDER 003
Multi-Purpose Sports Facility – Phase II Preliminary Engineering Report
To support the EDA Grant Application

This Task Order is subject to the Master Agreement between C. H. Guernsey & Company (GUERNSEY) and City of Midwest City, Oklahoma (Client) dated March 27th, 2018 and provides supplemental Schedules for preparation and delivery of the Preliminary Engineering Report required to be submitted by MWC for application for an EDA Grant.

SCHEDULE A – SCOPE OF SERVICES

This Task Order includes only the following phases (see Article 1 of GUERNSEY's Master Agreement with Client):

Refer to Attachment "A"

SCHEDULE B – COMPENSATION

Refer to Attachment "A"

SCHEDULE C – PAYMENT

No changes from Master Agreement

SCHEDULE D – INSURANCE

No Changes from Master Agreement

SCHEDULE E – GOVERNING LAW / DISPUTE RESOLUTION

No Changes from Master Agreement

SCHEDULE F – OTHER MODIFICATIONS

No Changes from Master Agreement

The representative authorized to act on behalf of each party with respect to this Task Order are:

For Client: Vaughn K. Sullivan

Title: Assistant City Manager

For GUERNSEY: Steve Scovel

Title: Sr. Project Manager

IN WITNESS WHEREOF, the parties hereto have executed this Task Order as of this December 7 (date) of 2021.

City of Midwest City

By: _____

Title: _____

C. H. GUERNSEY & COMPANY

By: [Signature]

Title: Vice President



December 3, 2021

Vaughn K. Sullivan
Assistant City Manager
City of Midwest City
100 N. Midwest Blvd.
Midwest City, OK 73110
vsullivan@midwestcityok.org

Re: Midwest City Multi-Purpose Sports Complex
Phase II EDA Grant - PER

Dear Mr. Sullivan;

Guernsey is pleased to be given the opportunity to provide this proposal and to work again with the City of Midwest City toward the completion of Multi-Purpose Sports Complex on SE 29th Street. Guernsey understands it is Midwest City's desire to apply for a U.S. Economic Development Administration (EDA) grant to supplement the cost of design and construction of Phase II of the Complex. The proposed development of Phase II of the Complex will follow the design originally developed in the Master Plan Report dated December 27, 2019.

In order to assist Midwest City with the EDA grant application, Guernsey will provide a Preliminary Engineering Report (PER) as required for inclusion in the grant application. Guernsey has developed this scope of services and fee to provide the requested documentation needed for the EDA grant. The outline of the Scope of Services for the PER is as follows

Preliminary Engineering Report

Guernsey will provide a Preliminary Engineering Report (PER) that at a minimum provides the following information:

1. Description of project components - Provide a general description of all project components involved in the project. Indicate whether the project involves the construction of new infrastructure or facilities or the renovation or replacement of existing ones. Describe each of the project components in terms of dimensions, quantities, capacities, square footage, etc.

2. Provide a statement verifying that the project components described in the engineering report are consistent with the EDA investment project description that is provided in Section B.2 of Form ED-900.
3. Provide drawing(s) showing the general layout and location of the existing site conditions and of the project components as well as location of any project beneficiary identified in Section B.9 of Form ED-900 that provide economic justification for the project, if any.

Provide rough dimensions and quantities for major project components should be shown and labeled on the drawings. Drawings should clearly identify the project components that are being proposed.

4. Provide a feasibility analysis for the constructability of the project. Include a review of the existing conditions and note particular features, alignments, and circumstances affecting construction of project components.
5. Describe the proposed method of construction. Indicate whether construction procurement will be done through competitive bid or other method. Indicate if any portion of the project is to be done by design/build, construction management at risk, the applicant's own forces, or a third-party construction manager. If an alternate construction procurement method (other than traditional design/bid/build with sealed competitive bid process) is proposed, a construction services procurement plan must be provided to EDA for approval in accordance with EDA's regulation at 13 C.F.R. § 305.6(a).
6. Provide a description of the number of construction contracts anticipated. If multiple contracts are proposed, describe the project components included in each contract. If separate contracts are anticipated for demolition or site work, the budget information cost classification should reflect the estimated costs for these components. If project phasing is proposed, a project phasing request must be provided to EDA for approval per EDA's regulation at 13 C.F.R. § 305.9(a).
7. Provide a current detailed construction cost estimate for each of the project components. Show quantities, unit prices, and total costs and provide a basis for the determination of construction contingencies. The total of this estimate should match the construction line item of the SF-424C.
8. Provide a list of all permits required for the proposed project and their current status. Identify all permits required; include the timeline to obtain the permits and discuss how the permitting relates to the overall project schedule. If the project crosses a railroad right-of-way or is within a railroad right-of-way, explain any permitting or approvals that may be required from the railroad or other authority and the timeframe for obtaining these permits or approvals.

Assumptions

The following assumptions are made regarding Phase II design of the Multi-Purpose Sports Complex:

1. The Scope of Services outlined in this proposal will be in accordance with the Master Services Agreement with Midwest City dated March 27th, 2018.
2. Preliminary design of Phase II of the Complex will be largely based on the master plan design already agreed upon and used to establish Phase I of the Complex already nearly completed. This is documented in the Master Plan Report dated December 27, 2019.
3. The one known remaining element which needs further vetting is the office/umpires/restrooms building which will need to be programmed as part of the PER.
4. The anticipated project delivery method for construction for Phase II may be a CMAR negotiated contract through solicitation by an RFQ process.
5. Construction of Phase II is anticipated to begin by January, 2023.
6. The PER will be delivered in digital format only (.pdf). Hard copies of the PER are not required.

Schedule

It is understood the EDA grant application is to be submitted on or before January 31st, 2022. Therefore, Guernsey anticipates having a draft copy of the PER delivered to Midwest City on or before January 17th, 2022 for review and comment.

Fee for Services

Guernsey's fee for providing the services outlined above is a lump sum fee of \$16,200.

Thank you for the opportunity to provide this proposal. Please let me know if you have any questions or concerns regarding this proposal. We look forward to continuing our long term working relationship with the city of Midwest City.

Sincerely,

C. H. Guernsey & Company



Steve Scovel, NCARB
Sr. Project Manager
405.416.8258



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

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Vaughn K. Sullivan, Assistant City Manager

DATE: December 14, 2021

SUBJECT: Discussion and Consideration for adoption, including any possible amendment of, approving Amendment No. 3 to the construction management contract with MacHill Construction, Inc. associated with the Reed Baseball Complex renovations with an added cost of \$13,212.36 bringing the new contract total to \$2,461,218.78 and adding 30 days of time.

On January 28th, 2020, the Council Approved a construction management GPM contract with MacHill Construction, Inc. for the renovation of Reed Baseball Complex. MacHill Construction has publicly bid all aspects of the original project and is requesting the Council approve attached Amendment No. 3. Included in the amendment is additional modifications to various areas of fencing, additional irrigation repairs and modifications and concrete paving. The cost of these items exhaust the contingency fund balance of \$30,951.00 and requires an additional supplement amount of \$13,212.36.

The change order also adds an additional 30 days for substantial completion.

This project is associated with the 2018 Moving Midwest City Forward GO bond issue. Funds are budgeted and available through the bond issue and will be supplemented by transfer from fund 123.

Vaughn K. Sullivan
Assistant City Manager

Attachment: Guaranteed Maximum Price Contract Change Order Number3

Date of Issuance: 12/6/21 Effective Date: 12/6/21
 Owner: City of Midwest City Owner's Contract No.: MWC-18-01
 Contractor: MacHill Construction Co., Inc. Engineer's Project No.: MWC-18-01
 Engineer: Wall Engineering, LLC Contract Name: One
 Project: Reed Sports Complex Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: Contingency overage on additional items. (See attached) Total- \$13,212.36

Additional Days - 30 days

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>2,247,000.00</u>	Original Contract Times: Substantial Completion: <u>June 1, 2021</u> Ready for Final Payment: <u>June 1, 2021</u> dates
[Increase] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>201,006.42</u>	[Increase] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>210 Days</u> Ready for Final Payment: <u>210 Days</u> days
Contract Price prior to this Change Order: \$ <u>2,448,006.42</u>	Contract Times prior to this Change Order: Substantial Completion: <u>December 28, 2021</u> Ready for Final Payment: <u>December 28, 2021</u> dates
[Increase] of this Change Order: \$ <u>13,212.36</u>	[Increase] of this Change Order: Substantial Completion: <u>30 Days</u> Ready for Final Payment: <u>30 Days</u> days or dates
Contract Price incorporating this Change Order: \$ <u>2,461,218.78</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>January 27, 2021</u> Ready for Final Payment: <u>January 27, 2021</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:  _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By:  _____ Contractor (Authorized Signature)
Title: _____ Date: _____	Title: _____ Date: _____	Title: <u>Vice President</u> Date: <u>12/6/21</u>
Approved by Funding Agency (if Applicable) By: _____ Date: <u>12/6/21</u> Title: _____		

MacHill

Construction Company, Inc.

19080 CR 1590

Ada, OK 74820

Contingency/Change Order Authorization # 3

Date 11/29/2021

MWC Reed Sports Complex Improvements

Page No. 1
of 6 Pages

Project: MWC Reed Sports Complex

Owner: City of Midwest City

Street: 2401 S. Post Rd.

100 N Midwest Blvd.
MWC, OK 73110

City: MWC Zip: 73110

Engineer: Wall Engineering

State: Oklahoma

PO Box 1457
Durant, OK 74702

We hereby submit a quote for the following:

			Current MWC Reed SC GMP \$2,448,006.42
			Current Contingency Included \$19,191.00
Item No	Contractor	Description	
1	Cooks	East Alley replace existing fencing add 2x 12' gates	\$9,050.00
2	Cooks	Weld posts extensions at tie-ins/replace fabric/add 50'/add 2 gate posts	\$2,850.00
3	Cooks	Archway Banner @ Entry (Est)	\$1,500.00
4	MH	Fence Topper at Outfield & Foul Line Fencing	\$6,100.00
5	MH	Outfield Screens (3 @ \$1,100, 2 @ 900)	\$5,100.00
6	MH	Concrete Ramp @ Concession	\$1,500.00
7	MH	Concrete @ Entry Way	\$2,851.00
8	United	Move Irrigation Valve in Concrete	\$500.00
9	United	Replace 3 existing leaking valves	\$1,500.00
			Total Value of Changes \$30,951.00
			Net Change to Contingency -\$30,951.00
			Remaining Contingency Included -\$11,760.00
MH		Gen Cond. (5%) + CM Fee (7%)	-\$1,452.36
			Contingency Overage -\$13,212.36
			Previous Sportsplex GMP \$2,448,006.42
			Revised Sportsplex GMP \$2,461,218.78
			Additional Days CA3 30
Total			30 Days

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

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

Date: 12/6/2021

CM Signature: 

Date: 12/6/2021

EOR Signature: 

Date: _____

Owner Signature: _____



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

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: December 14, 2021

Subject: Discussion and consideration of adoption, including any possible amendments, of the ADG P.C. Program and Project Management Services Contract Amendment to include extension of contract and modifications to Exhibit A, B and C at no additional cost.

The contract with ADG P.C., in the amount of \$472,364.00, for program and project management in conjunction with the Moving Midwest City Forward 2018 Bond projects expires on December 30, 2021, and an extension and modifications are required in order to complete several projects.

The contract amendment consists of three section modifications reflecting the work that remains from January 1, 2022 to June 30, 2022. The summary modifications within each section are as follows:

- Exhibit A: Construction Phase Services
 - Provided more detail to clarify Limited On-Site Construction Observation for the work that will occur during the contract amendment term.
- Exhibit B: Additional Services
 - Listed the projects that are not within the contract amendment term (#19)
- Exhibit C: Compensation and Schedule of Values
 - Original contract sum remains the same but the budgets for each of the eight projects within the original contract scope have been updated and the actual fees reconciled to what has been or will be invoiced.
 - Removed unbilled portions of the fee for Mid America Park and the Police/Fire Training and Burn Building Projects to reallocate to WP Bill Atkinson Park and the Fire Station Remodel projects.
 - Updated the hourly rates for additional services.

This contract has proved to be very valuable for the successful implementation of these G.O. Bond projects. As was previously stated, there are no modifications to the total value of the contract.

The total value of the contract was appropriated, and encumbered, from the G.O. Bond project account during prior budget years. Staff recommends approval.

Vaughn K. Sullivan
Assistant City Manger

Enc. Program Management Scope of Services Contract with modifications

Contract Amendment For

**Program Management Services
Moving Forward 2018 Bond Issue**

Between

The City of Midwest City, Oklahoma

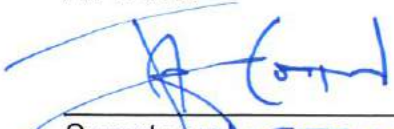
and

ADG, PC

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment the day and year first written above.

ATTEST:

ADG P.C.


Secretary VICE-PRESIDENT


President

ATTEST:

THE CITY

Approved this _____ day of _____, 2021

City Clerk

Mayor

Approved as to form and legality this _____ day of _____, 2021

Office of the City Attorney

EXHIBIT A BASIC SERVICES

Upon written direction by the City, the Program Manager hereby agrees that it will perform in accordance with the standard of care as identified in the Standard of Care paragraph of the Contract, the following Basic Services required for the development and implementation of the Program. The following projects shall be considered within the scope of the Program and BASIC SERVICES:

- Animal Shelter
- Reed Baseball Complex
- John Conrad Improvements
- Mid-America Park
- WP Bill Atkinson Park (formerly known as Town Center Park)
- Police / Fire Joint Training Facility
- Fire Station Remodel
- Multi-Purpose Athletic Facility

A. Project Services: The following services shall be provided, as required, and implied by Exhibit B, for each project included in the Program:

a. Pre-Design Phase Services

- i. Delivery Method Recommendations:** ADG will provide recommendations to the City regarding the most appropriate and cost-effective delivery method for each project included in the scope of Basic Services. These recommendations will be based on a review of specific project characteristics, prior experience with similar projects, and local market conditions.
- ii. RFQ and RFP Development / Review:** ADG will assist in the development and or review RFQ's and RFP's for design services for each Project. RFQs and RFPs are the basis for complete and quality work provided by qualified design consultants.
- iii. Consultant Selection Support:** ADG will assist the City in completing the consultant selection process. Support will include:
 1. Reviewing submitted RFQs/RFPs.
 2. Making recommendations for design teams which should be formally interviewed by the City.
 3. Attending design team interviews.
 4. Making recommendations regarding the best-suited firm(s) for a given project based on information presented by each design team as well as information provided as a part of the original RFQ/RFP response.
- iv. Preliminary Budget Review and Cost-Estimate Preparation:** ADG will prepare an independent cost-estimate of projects included in the Program for review and consideration by the City. The independent cost-estimate will be based on all available information and will include a summary document

explaining assumptions which were made in preparation of the estimate. For projects where detailed cost-estimates have been previously prepared by the City, ADG will complete a comparative analysis of both estimates and identify where differences exist and how these differences should be planned for in executing a given project.

- v. **Consultant Contract Review:** ADG will support the City in reviewing proposed contractual agreements between the City and the Prime Consultant. This support will be based on generally accepted industry standards and will not include formal legal review which is anticipated to be completed by City legal counsel.

b. Design Phase Services

- i. **Construction Document Review:** ADG will complete a comprehensive review of design team submittals (both Construction Drawings and Construction Specifications) at the completion of Schematic Design (35% Construction Documents), Design Development (65% Construction Documents), 95% Construction Documents, and FINAL Construction Documents. This review will include peer review by ADG's in-house Architectural, Civil, Landscape, and MEP staff. Review of deliverables prepared by all other disciplines shall be completed by properly qualified sub-consultants under a separate contract with ADG. The comprehensive review will include checking for readably observable omissions, construction, and code issues. All reviews will be completed digitally using PDF files provided by the design team. In addition to *redlined* drawings and specifications, a summary table of all comments will be prepared by ADG and returned to the City at the completion of each review.
- ii. **Cost Estimate Reviews:** ADG will review the design team cost-estimate at the completion of Schematic Design (35% Construction Documents), Design Development (65% Construction Documents), 95% Construction Documents, and FINAL Construction Documents. This review will be completed by a professional cost-estimator under separate agreement with ADG. Deviations from the cost-estimate which are anticipated based on local market conditions will be noted and included in summary comments provided as a part of ADG's Construction Document Review.
- iii. **Value Engineering (VE) Review and Recommendations:** A comprehensive VE review will be completed as required to meet the project budget on submittals provided by the design team at the conclusion of Schematic Design (35% Construction Documents), Design Development (65% Construction Documents), 95% Construction Documents, and FINAL Construction Documents. This review will be completed by ADG's in-house Architectural, Civil, Landscape, and MEP staff. VE Review of deliverables prepared by all other disciplines shall be completed by properly qualified sub-consultants under a separate contract with ADG. VE comments will be included in summary comments provided as a part of ADG's Construction Document review. VE comments will focus on components of the project where a reduction in cost might be possible by using different manufacturers, construction materials, or construction techniques.

c. Construction Phase Services

- i. **RFQ and RFP Development / Review:** ADG will assist in the development and or review RFQs and RFPs for construction services as appropriate for the Project. RFQ's and RFP's are the basis for complete and quality work provided by qualified contractors.
- ii. **Construction Manager (CM) Selection Support:** For projects where the City has elected to use a CM at Risk delivery method, ADG will assist the City in completing the CM selection process. Support will include:
 - 1. Reviewing submitted RFQs/RFPs.
 - 2. Making recommendations for CMs which should be formally interviewed by the City.
 - 3. Attending CM interviews.
 - 4. Making recommendations regarding the best-suited CMs for a given project based on information presented by each CM as well as information provided as a part of the original RFQ/RFP response.
- iii. **Construction Contract Review:** ADG will support the City in reviewing proposed contractual agreements between the City and the General Contractor (GC) or CM. This support will be based on generally accepted industry standards and will not include formal legal review which is anticipated to be completed by City legal counsel.
- iv. **Limited On-Site Construction Observation:** ADG will visit the construction site bi-weekly to complete a general review of construction status and progress. A summary report documenting ADG's observations on each project will be prepared and submitted to the City on a monthly basis.
 - 1. ADG services from January 1 to June 30, 2022 will include:
 - a. Attendance of scheduled Owner/Architect/Contractor Meetings.
 - b. Bi-weekly onsite construction visits to photograph progress.
 - c. Preparation of summary report documenting onsite observations of each project. This report will be submitted to the City on a monthly basis.

EXHIBIT B ADDITIONAL SERVICES

Additional Services will only be provided upon prior written and clearly detailed direction of The City. The Program Manager may be directed to perform any, all, or none of the following Additional Services:

1. Provide assistance, analysis and coordination of work or services to be performed under separate contracts or to be performed by The City's own forces.
2. Provide analysis and services related to future facilities, systems improvements and equipment, which are not intended to be designed or constructed as a part of the Program.
3. Provide "ground-up" construction cost estimates for Projects, except for conceptual cost estimates required to produce the Program Budget.
4. Provide architectural and engineering design services required for any individual Project that includes but is not limited to building design, selection and procurement of equipment and other related equipment for the individual Projects.
5. Gathering, reviewing or analyzing data not directly related to the physical plant of any Project, such as demographic information, Information Technology, security or transportation.
6. Make revisions due to deficiencies or conflicts in documents prepared by The City, third party architects and/or engineer of record for any Project..
7. Provide professional services made immediately necessary by the default of the architect and/or engineer of record or contractor for any Project.
8. Trips requested by The City which require travel of more than 50 miles in one direction.
9. Attendance or presentations at Public Meetings including City Council, City Planning Commission, or other similar oversight boards or committees.
10. Attendance at and documentation of program/project stakeholder meetings. Provide extraordinary and continuing alternative dispute resolution services.
11. Prepare to serve or serve as expert witness in connection with any legal proceeding.
12. Provide detailed building surveys and produce existing condition drawings of structures to be remodeled, renovated or removed. These services may include the conversion of existing drawings to electronic media.

13. Provide assistance in public relations or marketing efforts either with Program Manager's employees directly or through a sub-consultant of Program Manager, which sub-consultant will be submitted to Program Coordinator for approval.
14. Services required by Program Manager resulting from delays caused in whole or in part by:
 - a. Changes to the Program or to Project(s) directed by The City
 - b. Default of Architect, Contractor or Construction Manager
15. Pre-Design, Design, or Construction Phase Services for projects not specifically identified in Exhibit A, or for which fees have not been assigned in Exhibit C.
16. Pre-Design, Design, and Construction Phase Services for Street Repair Projects (Phases I and II), Soccer Facility, and Water Booster Station.
17. Preparation of over-arching program budgets, schedules, and monthly program reports.
18. Comprehensive Construction Phase Services including construction inspection services; RFI and change order assistance; pay application and invoice review; as well as punchlist preparation and review.
19. Program management services (including pre-design, design, and construction phase services as described in Exhibit A) provided on the following projects after December 31, 2021:
 - a. Animal Services Center
 - b. Reed Baseball Complex
 - c. John Conrad Improvements
 - d. Mid-America Park
 - e. Police / Fire Joint Training Facility
 - f. Multipurpose Athletic Facility
20. Provision of program management services beyond July 1, 2022.

**EXHIBIT C
COMPENSATION AND SCHEDULE OF VALUES
CONTRACT FOR PROGRAM MANAGEMENT SERVICES**

BASIC SERVICES

Program Manager shall be compensated on each project according to the following schedule:
schedule:

Task No	Description	Anticipated Project Budget	Fee
1.0	Animal Shelter	\$ 3,201,031	\$ 35,184.80
1.1	Pre-Design Phase Services		\$ -
1.1.1	Delivery Method Recommendations		\$ -
1.1.2	RFQ/RFP Development/Review		\$ -
1.1.3	Consultant Selection Support		\$ -
1.1.4	Prelim. Budget Review / Cost-Estimate Prep.		\$ -
1.1.5	Consultant Contract Review		\$ -
1.2	Design Phase Services		\$ 20,105.60
1.3	Construction Phase Services		\$ 15,079.20
2.0	Reed Baseball Complex	\$ 2,573,935	\$ 41,200.00
2.1	Pre-Design Phase Services		\$ 12,360.00
2.2	Design Phase Services		\$ 18,540.00
2.3	Construction Phase Services		\$ 10,300.00
3.0	John Conrad	\$ 5,359,000	\$ 107,200.00
3.1	Pre-Design Phase Services		\$ 32,160.00
3.2	Design Phase Services		\$ 48,240.00
3.3	Construction Phase Services		\$ 26,800.00
4.0	Mid-America Park	\$ 2,560,000	\$ 8,404.80
4.1	Pre-Design Phase Services		\$ 4,944.00
4.1.1	Delivery Method Recommendations		\$ 988.80
4.1.2	RFQ/RFP Development/Review		\$ -
4.1.3	Consultant Selection Support		\$ -
4.1.4	Prelim. Budget Review / Cost-Estimate Prep.		\$ 2,472.00

Task No	Description	Anticipated Project Budget	Fee
4.1.5	Consultant Contract Review		\$ 1,483.20
4.2	Design Phase Services		\$ 3460.80
4.3	Construction Phase Services		\$ -
5.0	WP Bill Atkinson Park	\$ 5,776,000	\$ 89,657.60
5.1	Pre-Design Phase Services		\$ 10,626.00
5.1.1	Delivery Method Recommendations		\$ 2,125.20
5.1.2	RFQ/RFP Development/Review		\$ -
5.1.3	Consultant Selection Support		\$ -
5.1.4	Prelim. Budget Review / Cost-Estimate Prep.		\$ 5,313.00
5.1.5	Consultant Contract Review		\$ 3,187.80
5.2	Design Phase Services		\$ 24,794.00
5.3	Construction Phase Services		\$ 54,237.60
5.3.1	Limited On-Site Construction Observation		\$ 54,237.60
6.0	Police / Fire Joint Training Facility	\$ 1,104,000	\$ 9,500.00
6.1	Pre-Design Phase Services		\$ -
6.2	Design Phase Services		\$ 9,500.00
6.2.1	Construction Document Review		\$ 9,500.00
6.2.2	Cost-estimate Review		\$ -
6.2.3	VE Review and Recommendations		\$ -
6.3	Construction Phase Services		\$ -
6.3.1	GM/GC Selection Review		\$ -
6.3.2	Construction Contract Review		\$ -
6.3.3	Limited On-Site Construction Observation		\$ -
6.3.4	Project Closeout		\$ -
7.0	Fire Station Remodel	\$ 1,068,625	\$ 32,233.60
7.1	Pre-Design Phase Services		\$ 2,500.00
7.1.1	Delivery Method Recommendations		\$ -
7.1.2	RFQ/RFP Development/Review		\$ -
7.1.3	Consultant Selection Support		\$ -
7.1.4	Prelim. Budget Review / Cost-Estimate Prep.		\$ -
7.1.5	Consultant Contract Review		\$ 2,500.00

Task No	Description	Anticipated Project Budget	Fee
7.2	Design Phase Services		\$ 7,500.00
7.2.1	Construction Document Review		\$ 7,500.00
7.2.2	Cost-estimate Review		\$ -
7.2.3	VE Review and Recommendations		\$ -
7.3	Construction Phase Services		\$ 22,233.60
7.3.1	GM/GC Selection Review		\$ 5,500.00
7.3.2	Construction Contract Review		\$ 3,500.00
7.3.3	Limited On-Site Construction Observation		\$ 13,233.60
7.3.4	Project Closeout		\$ -
8.0	Multi-Purpose Athletic Facility	\$ 6,773,035	\$ 133,900.00
8.1	Pre-Design Phase Services		\$ 40,170.00
8.2	Design Phase Services		\$ 60,255.00
8.3	Construction Phase Services		\$ 33,475.00
	Total		\$ 457,284.80

All reimbursable expenses, including reprographics and the cost of sub-consultants shall be billed to the Owner at Cost. Travel expenses shall be billed at the rate then published by the General Accounting Office of the Federal Government. Per Exhibit B, mileage associated with trips less than 50-miles in one direction shall be included in the scope of Basic Services and shall not be billed to the Owner.

ADDITIONAL SERVICES

Additional Services shall be billed to the City on an hourly basis according to the following schedule:

Administrative Staff

Principal	\$250/hr
Director of Program Management	\$220/hr
Director of Urban Planning	\$170/hr
Director of Landscape Architecture	\$170/hr
Program Management Project Manager	\$170/hr
Project Accounting Specialist	\$ 90/hr
Marketing Director	\$125/hr
Marketing Assistant	\$ 95/hr
IT Administrator	\$115/hr
Administrative Assistant	\$ 60/hr

BIM/CAD Technician Manager	\$100/hr
Project Coordinator	\$ 85/hr

Construction Administration Staff
 Senior Construction Administrator
 Construction Administrator

Senior Construction Administrator	\$100/hr
Construction Administrator	\$ 85/hr

Production Staff

Project Manager (Architect III)	\$135/hr
Architect II	\$125/hr
Architect I \$	\$ 115hr
Intern Architect III	\$100/hr
Intern Architect II	\$ 90/hr
Intern Architect I	\$ 80/hr
Intern Architect Student	\$ 50/hr
Architectural Cadd Tech	\$ 80/hr
Specification Writer	\$105/hr

Design Staff

Director of Design - Architecture	\$200/hr
Director of Interior Design	\$250/hr
Interior Designer III	\$115/hr
Interior Designer II	\$105/hr
Interior Designer I	\$ 70/hr

Engineering Staff

Senior MEP & Civil Engineer	\$175/hr
MEP & Civil Engineer	\$150/hr
Senior Mechanical Designer	\$130/hr
Intern Engineer Student	\$ 50/hr
MEP Cadd Tech	\$ 95/hr
Civil Cadd Tech III	\$100/hr
Civil Cadd Tech	\$ 95/hr

The Program Manager shall notify the City, and receive a written authorization from the City, prior to providing any services which are outside the scope of BASIC SERVICES. Part of this notification shall include an estimated Not to Exceed cost for provision of the additional services.

Additional Services invoiced to the City shall be grouped by phase, task, or activity as directed by the City. All reimbursable expenses, including the cost of sub-consultants, shall be billed to the City at Cost.



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

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Vaughn K. Sullivan, Assistant City Manager

DATE: December 14, 2021

SUBJECT: Discussion and Consideration for adoption, including any possible amendment of, approving Change Order No. 4 to the construction management contract with Lippert Brothers, Inc. associated with the Multi-Sports Complex renovations with a decrease in cost of \$240.03, which brings the total cost to \$5,217,129.92.

Lippert Brothers Construction, Inc. has submitted changes to the scope of their contract associated with the construction of the Multi-Purpose Sports Complex. The change order request is a decrease of \$240.03 to the original contract, bringing the new contract amount to \$5,217,129.92.

The changes include: \$7,469.30 for additional site signage; \$799.57 to add a gate between Fields 2 & 3; \$21,125.87 to lower three site drains and add aprons; a savings of -\$29,106.19 to omit sidewalks and landscaping along 29th street; a savings of -\$588.00 to change concrete behind restrooms from bomanite to standard concrete; a savings of -\$5,850.00 to omit concrete curb under south fence; and \$5,909.42 to add spare conduits along 3rd base side of Field #3.

This project is a 2018 Moving Midwest City Forward bond project and funding is available in the Multi-Purpose Sports complex bond fund.

Vaughn K. Sullivan
Assistant City Manager



AIA[®]

Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> City of Midwest City Multipurpose Sports Complex	CONTRACT INFORMATION: Contract For: General Construction Date: 12/08/2020	CHANGE ORDER INFORMATION: Change Order Number: 004 Date: 11/24/2021
OWNER: <i>(Name and address)</i> City of Midwest City Oklahoma	ARCHITECT: <i>(Name and address)</i> C. H. Guernsey & Company 5555 N. Grand Blvd., OKC, OK	CONTRACTOR: <i>(Name and address)</i> Lippert Brothers, Inc. 2211 E. I-44 Service Rd., OKC, OK

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.)

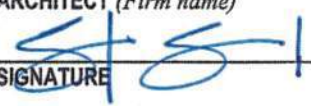
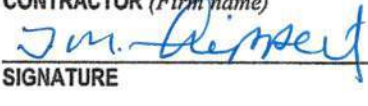
PCO #11: Additional site signage/changes.....	\$ 7,469.30
PCO #12: Add gate b/w Fields #2 & #3.....	\$ 799.57
PCO #13: Lower (3) site drains/add aprons.....	\$ 21,125.87
PCO #14: Omit sidewalks/landscaping along 29 th St...(\$ 29,106.19)	
PCO #15: Omit Bomanite behind Restrooms.....(\$ 588.00)	
PCO #16: Omit concrete curb under south fence.....(\$ 5,850.00)	
PCO #17: Add spare conduits for future comm.....	\$ 5,909.42
Total	(\$ 240.03)

The original Contract Sum was	\$ 5,082,000.00
The net change by previously authorized Change Orders	\$ 135,369.95
The Contract Sum prior to this Change Order was	\$ 5,217,369.95
The Contract Sum will be decreased by this Change Order in the amount of	\$ 240.03
The new Contract Sum including this Change Order will be	\$ 5,217,129.92

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be unchanged.

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.

C. H. Guernsey & Company ARCHITECT <i>(Firm name)</i>	Lippert Brothers, Inc. CONTRACTOR <i>(Firm name)</i>	City of Midwest City OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Steve Scovel, Sr. Architect PRINTED NAME AND TITLE	T. M. Lippert, President PRINTED NAME AND TITLE	Matthew D. Dukes II, Mayor PRINTED NAME AND TITLE
11/24/2021 DATE	11.29.21 DATE	 DATE



PCCOR #011

Lippert Bros., Inc.
 PO Box 17450
 Oklahoma City, Oklahoma 73136
 Phone: (405) 478-3580

Project: 1577 - Multipurpose Sports Complex Phase 1
 9400 SE 29th Street
 Oklahoma City, Oklahoma 73129

Prime Contract Change Order Request #011: Signage Modifications

TO:	Midwest City 100 N. Midwest Blvd. Midwest City, Oklahoma 73110	FROM:	Lippert Bros., Inc. PO Box 17450 2211 E. I-44 Service Road Oklahoma City, Oklahoma 73136-1450
CHANGE ORDER REQUEST NUMBER / REVISION:	011 / 0	PRIME CONTRACT CHANGE ORDER:	None
STATUS:	Pending - In Review	CREATED BY:	Nick Bench (Lippert Bros., Inc.)
SCHEDULE IMPACT:	0 days	DATE CREATED:	10/11/2021
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$7,469.30

CHANGE ORDER REQUEST TITLE: Signage Modifications

CHANGE ORDER REQUEST DESCRIPTION:

Modify sign type F to include cork board "notices" section and add dry erase covers to the tournament bracket and league standing sections, add new sign type G.1 "Park Rules", and add six fence mounted "Turf Area Rules" signs.

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
011	Midwest City	Signage Modifications	0 days	\$7,469.30
Total:				\$7,469.30

CHANGE ORDER REQUEST LINE ITEMS:

PCO # 011: Signage Modifications

#	Budget Code	Description	Amount
1	10-10140.S Signage/J&B.Commitment	J&B Graphics	\$6,408.30
Subtotal:			\$6,408.30
Labor Burden (39.75% Applies to Labor.):			\$0.00
Material Sales Tax (0.00% Applies to Materials.):			\$0.00
Insurance (0.35% Applies to all line item types.):			\$22.43
Bonds (1.00% Applies to all line item types.):			\$64.31
Overhead and Profit (15.00% Applies to all line item types.):			\$974.26
Grand Total:			\$7,469.30

Steve Scovel (Guernsey)
 5555 North Grand Boulevard
 Oklahoma City, Oklahoma 73112

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

Lippert Bros., Inc.
 PO Box 17450 2211 E. I-44 Service Road
 Oklahoma City, Oklahoma 73136-1450

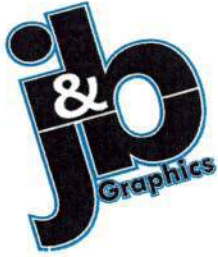
Nick Bench
 Project Manager
 2021.10.11 11:36:40-05'00'

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

Quote valid for 30 days



1811 NW 1st Street
Oklahoma City, OK 73106
Toll Free: 888-848-7481
Office: 405-524-7446
www.jandbgraphics.net

Change Order #2

DATE: 10/5/2021
TO: Lippert Bros, Inc.
FROM: Greta Samwel & Jackie Turner GA-C, WBE
greta.samwel@jandbgraphics.net OR jturner@jandbgraphics.net
RE: Change Order #2 - MWC Sports Complex

Deduct Exterior Signage

Sign Type	Description	Qty
F	Cork Board Enclosure for Center Section of Sign Type F "NOTICES"	1
F	Dry Erase Acrylic over "Tournament Bracket" and "League Standings Signs" .125" X 4'6" X 3' Dry Erase Acrylic	2
G.1	Post & Panel Sign, Park Rules 3' X 2' X .125 Alum Panel Sign, Double Pole	1
H	Fence Mounted sign, Turf Area Rules 12" X 12" Aluminum with vinyl copy	6

Total Add for Exterior Signage: \$ 5,348.30

Subtotal \$ 5,348.30
Installation (includes footings type G.1 \$ 1,060.00
Total Add **\$ 6,408.30**



Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136
Phone: (405) 478-3580

Project: 1577 - Multipurpose Sports Complex Phase 1
9400 SE 29th Street
Oklahoma City, Oklahoma 73129

Prime Contract Change Order Request #012: Add Gate Between Fields 2 & 3

Table with 4 columns: Field, Value, Field, Value. Includes TO: Midwest City, FROM: Lippert Bros., Inc., CHANGE ORDER REQUEST NUMBER / REVISION: 012 / 0, PRIME CONTRACT CHANGE ORDER: None, STATUS: Pending - In Review, CREATED BY: Nick Bench, SCHEDULE IMPACT: 0 days, DATE CREATED: 10/11/2021, EXECUTED: No, SIGNED CHANGE ORDER RECEIVED DATE, TOTAL AMOUNT: \$799.57

CHANGE ORDER REQUEST TITLE: Add Gate Between Fields 2 & 3

CHANGE ORDER REQUEST DESCRIPTION:

Add a 6' tall, black vinyl double chain link gate with locking latch between the soccer field notches of fields 2 and 3. Gates will be hung from the already installed fence line posts at this location.

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

Table with 5 columns: PCO #, Contract Company, Title, Schedule Impact, Amount. Row 1: 012, Midwest City, Add Gate Between Fields 2 & 3, 0 days, \$799.57. Total: \$799.57

CHANGE ORDER REQUEST LINE ITEMS:

PCO # 012: Add Gate Between Fields 2 & 3

Table with 4 columns: #, Budget Code, Description, Amount. Row 1: 1, 32-32311.S Fencing/Fence OKC.Commitment, Fence OKC, \$686.00. Subtotal: \$686.00. Labor Burden (39.75% Applies to Labor.): \$0.00. Material Sales Tax (0.00% Applies to Materials.): \$0.00. Insurance (0.35% Applies to all line item types.): \$2.40. Bonds (1.00% Applies to all line item types.): \$6.88. Overhead and Profit (15.00% Applies to all line item types.): \$104.29. Grand Total: \$799.57

Steve Scovel (Guernsey)
5555 North Grand Boulevard
Oklahoma City, Oklahoma 73112

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

Lippert Bros., Inc.
PO Box 17450 2211 E. I-44 Service Road
Oklahoma City, Oklahoma 73136-1450

Nick Bench
Project Manager
2021.10.11 17:01:53-05'00'

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

CHANGE REQUEST AUTHORIZATION

10/11/2021

Subcontractor:	Fence OKC
Contract Number:	LB SC-1577-013
Request Date:	10/11/2021
Project:	Midwest City Sports

Description:	Provide black vinyl chain link gate between soccer field notches on fields #2 & #3
Change Order #	Fence OKC C03
Job #:	LB - 23077

LABOR	(A)	(B)	(C)	(D)	
Labor Classification	Base Hourly Rate	Straight Time Hours	Overtime Hourly Rate	Overtime Hours	Total Labor Cost
Foreman	\$ -	2	\$ -	0	\$ -
Laborer	\$ -	2	\$ -	0	\$ -
Welder	\$ -	1	\$ -	0	\$ -
Shop / Delivery	\$ -	2	\$ -	0	\$ -
Combined Labor Ave.	\$ 38.25	7	\$ 57.38	0	\$ 267.75
Labor Subtotal					(A) \$ 267.75
Labor Cost Markup Column E Only (10% x A)					(B) \$ 26.78
Labor Grand Total (A + B)					(C) \$ 294.53

MATERIAL

Description	Quantity	Unit Price	Unit	Total Material Cost
6' tall x 9'-8" wide double leaf gate	1	\$ 356.00	LF	\$ 356.00
black vinyl 2" chain link gate with lockable gate latch				\$ -
				\$ -
				\$ -
				\$ -
Material Subtotal				(A) \$ 356.00
Material Markup (10% x A)				(B) \$ 35.60
SUBTOTAL (A + B)				(C) \$ 391.60
Sales Tax (8.6% x A)				(D)
*Freight Charges				(E)
Material Grand Total				(C+D+E) \$ 391.60

*Provide Explanation of Freight Charges

EQUIPMENT

Description	Rate	Duration	Unit	Total Equipment Cost
N/A -				\$ -
				\$ -
				\$ -
Equipment Subtotal				(A) \$ -
Equipment Markup (5% x A)				(B) \$ -
SUBTOTAL (A + B)				(C) \$ -
Sales Tax (8.6% x A)				(D)
Equipment Grand Total				(C + D) \$ -
Subcontractor Grand Total				(A + B) \$ -

SUMMARY

	LABOR TOTAL	(A) \$ 294.53
	MATERIAL TOTAL	(B) \$ 391.60
	EQUIPMENT TOTAL	(C) \$ -
	SUBCONTRACTOR TOTAL	(D) \$ -
	SUBTOTAL (A + B + C + D)	(E) \$ 686.13
	BOND (E x %)	(F)
	CHANGE ORDER GRAND TOTAL	(E + F) \$ 686.00

Signature _____



PCCOR #013

Lippert Bros., Inc.
 PO Box 17450
 Oklahoma City, Oklahoma 73136
 Phone: (405) 478-3580

Project: 1577 - Multipurpose Sports Complex Phase 1
 9400 SE 29th Street
 Oklahoma City, Oklahoma 73129

Prime Contract Change Order Request #013: Lower three #6 Storm Boxes

TO:	Midwest City 100 N. Midwest Blvd. Midwest City, Oklahoma 73110	FROM:	Lippert Bros., Inc. PO Box 17450 2211 E. I-44 Service Road Oklahoma City, Oklahoma 73136-1450
CHANGE ORDER REQUEST NUMBER / REVISION:	013 / 1	PRIME CONTRACT CHANGE ORDER:	None
STATUS:	Pending - In Review	CREATED BY:	Nick Bench (Lippert Bros., Inc.)
SCHEDULE IMPACT:	0 days	DATE CREATED:	11/15/2021
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$21,125.87

CHANGE ORDER REQUEST TITLE: Lower three #6 Storm Boxes

CHANGE ORDER REQUEST DESCRIPTION:

Lower three #6 storm drain boxes (one along first base line of field #1, and two between the third base line of field #2 and the first base line of field #3) 12" and add 5'x5' concrete aprons around six #6 inlet boxes.

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
013	Midwest City	Lower three #6 Storm Boxes	0 days	\$21,125.87
Total:				\$21,125.87

CHANGE ORDER REQUEST LINE ITEMS:

PCO # 013: Lower three #6 Storm Boxes

#	Budget Code	Description	Amount
1	33-33410.S Utilities/H&H.Commitment	H&H Plumbing & Utilities	\$18,125.00
Subtotal:			\$18,125.00
Labor Burden (39.75% Applies to Labor.):			\$0.00
Material Sales Tax (0.00% Applies to Materials.):			\$0.00
Insurance (0.35% Applies to all line item types.):			\$63.44
Bonds (1.00% Applies to all line item types.):			\$181.88
Overhead and Profit (15.00% Applies to all line item types.):			\$2,755.55
Grand Total:			\$21,125.87

Steve Scovel (Guernsey)
 5555 North Grand Boulevard
 Oklahoma City, Oklahoma 73112

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

Lippert Bros., Inc.
 PO Box 17450 2211 E. I-44 Service Road
 Oklahoma City, Oklahoma 73136-1450

Nick Bench
 Project Manager
 2021.11.23 09:57:34-06'00'

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

H & H Plumbing & Utilities, Inc.

381 W. Adkins Hill Road, Norman, OK 73072-9218
(405) 288-2346 (405) 288-2349 FAX

Lic. No.
OK 02653

Sheet (1) of (1)

Contractor: Lippert Brothers Construction, Inc. Ph.#: 478-3580 Project: Multipurpose Sport Complex Ph 1
Address: P.O. Box 17450 Fax #: 478-3301 Address: 9400 SE 29th Street
Oklahoma City, OK 73136-1450 Email: nbench@lippertbros.com Midwest City, OK

Labor & materials to lower #6 box, place concrete apron and grade to drain.

ITEM #	ITEM	UNIT	Qty	PRICE	TOTAL
1	Lower # 6 box To grade	EA	3	975.00	2,925.00
2	Concrete apron around # 6 box	EA	6	1,350.00	8,100.00
3	Grade to drain dirt work around the ones that get lowered	EA	3	2,200.00	6,600.00
					17,625.00
	Mobilization				500.00
					18,125.00

Scope of Work Excludes

Sewer & water meter impact fees

Spoils removal from site

Payment & performance bonds (If required our rate is 1.44%.)

Cost for relocation of any existing utility lines for this installation to go in

Contract Amount **\$ 18,125.00**

Submitted By: _____

Title: Project Manager

Date: 11/23/2021

Accepted By: _____

Title: _____

Date: _____



PCCOR #014

Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136
Phone: (405) 478-3580

Project: 1577 - Multipurpose Sports Complex Phase 1
9400 SE 29th Street
Oklahoma City, Oklahoma 73129

Prime Contract Change Order Request #014: Delete Sidewalk and Landscaping Along 29th Street

TO:	Midwest City 100 N. Midwest Blvd. Midwest City, Oklahoma 73110	FROM:	Lippert Bros., Inc. PO Box 17450 2211 E. I-44 Service Road Oklahoma City, Oklahoma 73136-1450
CHANGE ORDER REQUEST NUMBER / REVISION:	014 / 0	PRIME CONTRACT CHANGE ORDER:	None
STATUS:	Pending - In Review	CREATED BY:	Nick Bench (Lippert Bros., Inc.)
SCHEDULE IMPACT:	0 days	DATE CREATED:	11/23/2021
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	(\$29,106.19)

CHANGE ORDER REQUEST TITLE: Delete Sidewalk and Landscaping Along 29th Street

CHANGE ORDER REQUEST DESCRIPTION:

Delete all sidewalks, irrigation and landscaping along 29th street starting 50' on either side of the new entrance drive. Frontage to be graded according to the current grading plan and sodded.

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
014	Midwest City	Delete Sidewalk and Landscaping Along 29th Street	0 days	(\$29,106.19)
Total:				(\$29,106.19)

CHANGE ORDER REQUEST LINE ITEMS:

PCO # 014: Delete Sidewalk and Landscaping Along 29th Street

#	Budget Code	Description	Amount
1	32-32842.S Sodding/Allens.Commitment	Allens Farms Sod	\$1,303.50
2	03-03300.O Concrete/4J.Other	4J Foundation, Inc.	\$(20,670.00)
3	32-32390.O Landscaping/Grooms.Other	Grooms Irrigation & Landscaping	\$(9,955.50)
Subtotal:			\$(29,322.00)
Labor Burden (39.75% Applies to Labor.):			\$0.00
Material Sales Tax (0.00% Applies to Materials.):			\$0.00
Insurance (0.35% Applies to Labor, Equipment, Materials, Commitment, Owner Cost, and Professional Services.):			\$4.56
Bonds (1.00% Applies to Labor, Equipment, Materials, Commitment, Owner Cost, and Professional Services.):			\$13.08
Overhead and Profit (15.00% Applies to Labor, Equipment, Materials, Commitment, Owner Cost, and Professional Services.):			\$198.17
Grand Total:			\$(29,106.19)

Steve Scovel (Guernsey)
5555 North Grand Boulevard
Oklahoma City, Oklahoma 73112

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

Lippert Bros., Inc.
PO Box 17450 2211 E. I-44 Service Road
Oklahoma City, Oklahoma 73136-1450

Nick Bench
Project Manager
2021.11.23 09:44:39-06'00'

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

4J Foundation, Inc.

Lippert Bros

November 22,2021

Attn: Nick Bench

Ref: MWC Multi Sport

Loc: Midwest City, OK

Item: Sidewalk Deduct

Please see listed below deduct for sidewalks from 50' East and West of Main Entrance

Deduct for Sidewalk East and West of Entrance <20,670.00>

4J Foundations, Inc.
Bryan Jones



Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136
Phone: (405) 478-3580

Project: 1577 - Multipurpose Sports Complex Phase 1
9400 SE 29th Street
Oklahoma City, Oklahoma 73129

Prime Contract Change Order Request #015: Change Bomanite Concrete Behind Restroom to Standard Concrete

TO:	Midwest City 100 N. Midwest Blvd. Midwest City, Oklahoma 73110	FROM:	Lippert Bros., Inc. PO Box 17450 2211 E. I-44 Service Road Oklahoma City, Oklahoma 73136-1450
CHANGE ORDER REQUEST NUMBER / REVISION:	015 / 0	PRIME CONTRACT CHANGE ORDER:	None
STATUS:	Pending - In Review	CREATED BY:	Nick Bench (Lippert Bros., Inc.)
SCHEDULE IMPACT:	0 days	DATE CREATED:	11/23/2021
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	(\$588.00)

CHANGE ORDER REQUEST TITLE: Change Bomanite Concrete Behind Restroom to Standard Concrete

CHANGE ORDER REQUEST DESCRIPTION:
Change Boamite Concrete Behind Restroom to Standard Concrete.

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
015	Midwest City	Change Bomanite Concrete Behind Restroom to Standard Concrete	0 days	(\$588.00)
Total:				(\$588.00)

CHANGE ORDER REQUEST LINE ITEMS:

PCO # 015: Change Bomanite Concrete Behind Restroom to Standard Concrete

#	Budget Code	Description	Amount
1	03-03300.O Concrete/4J.Other	4J Foundation, Inc.	\$(588.00)
Subtotal:			\$(588.00)
Labor Burden (39.75% Applies to Labor.):			\$0.00
Material Sales Tax (0.00% Applies to Materials.):			\$0.00
Insurance (0.35% Applies to Labor, Equipment, Materials, Commitment, Owner Cost, and Professional Services.):			\$0.00
Bonds (1.00% Applies to Labor, Equipment, Materials, Commitment, Owner Cost, and Professional Services.):			\$0.00
Overhead and Profit (15.00% Applies to Labor, Equipment, Materials, Commitment, Owner Cost, and Professional Services.):			\$0.00
Grand Total:			\$(588.00)

Steve Scovel (Guernsey)
5555 North Grand Boulevard
Oklahoma City, Oklahoma 73112

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

Lippert Bros., Inc.
PO Box 17450 2211 E. I-44 Service Road
Oklahoma City, Oklahoma 73136-1450

Nick Bench
Project Manager
2021.11.23 09:45:49-06'00'

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

4J Foundation, Inc.

Lippert Bros

November 22,2021

Attn: Nick Bench

Ref: MWC Multi Sport

Loc: Midwest City, OK

Item: Fence Curb Deduct

Please see listed below deduct to change Bomanite to Reg Concrete behind restroom

Paving behind restroom from Bomanite to Standard Conc. <588.00>

4J Foundations, Inc.
Bryan Jones



Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136
Phone: (405) 478-3580

Project: 1577 - Multipurpose Sports Complex Phase 1
9400 SE 29th Street
Oklahoma City, Oklahoma 73129

Prime Contract Change Order Request #016: Delete Concrete Curb Under South Fence

Table with 4 columns: TO, FROM, CHANGE ORDER REQUEST NUMBER / REVISION, PRIME CONTRACT CHANGE ORDER, STATUS, CREATED BY, SCHEDULE IMPACT, DATE CREATED, EXECUTED, SIGNED CHANGE ORDER RECEIVED DATE, TOTAL AMOUNT.

CHANGE ORDER REQUEST TITLE: Delete Concrete Curb Under South Fence

CHANGE ORDER REQUEST DESCRIPTION: Delete concrete curb under south fence.

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

Table with 5 columns: PCO #, Contract Company, Title, Schedule Impact, Amount. Includes a Total row.

CHANGE ORDER REQUEST LINE ITEMS:

PCO # 016: Delete Concrete Curb Under South Fence

Table with 4 columns: #, Budget Code, Description, Amount. Includes Subtotal and Grand Total rows.

Steve Scovel (Guernsey)
5555 North Grand Boulevard
Oklahoma City, Oklahoma 73112

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

Lippert Bros., Inc.
PO Box 17450 2211 E. I-44 Service Road
Oklahoma City, Oklahoma 73136-1450

Nick Bench
Project Manager
2021.11.23 09:50:56-06'00'

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

4J Foundation, Inc.

Lippert Bros

November 22,2021

Attn: Nick Bench

Ref: MWC Multi Sport
Loc: Midwest City, OK
Item: Fence Curb Deduct

Please see listed below deduct for Fence Curb South of Field 1 and East of Field 3

Deduct for Fence Curb South Field 1 and East field 3 - 581 LF <5,850.00>

4J Foundations, Inc.
Bryan Jones



Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136
Phone: (405) 478-3580

Project: 1577 - Multipurpose Sports Complex Phase 1
9400 SE 29th Street
Oklahoma City, Oklahoma 73129

Prime Contract Change Order Request #017: Add Tow 2" Spare Conduits along 3rd Base Side of Field #3

TO:	Midwest City 100 N. Midwest Blvd. Midwest City, Oklahoma 73110	FROM:	Lippert Bros., Inc. PO Box 17450 2211 E. I-44 Service Road Oklahoma City, Oklahoma 73136-1450
CHANGE ORDER REQUEST NUMBER / REVISION:	017 / 0	PRIME CONTRACT CHANGE ORDER:	None
STATUS:	Pending - In Review	CREATED BY:	Nick Bench (Lippert Bros., Inc.)
SCHEDULE IMPACT:	0 days	DATE CREATED:	11/23/2021
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$5,909.42

CHANGE ORDER REQUEST TITLE: Add Tow 2" Spare Conduits along 3rd Base Side of Field #3

CHANGE ORDER REQUEST DESCRIPTION:
Add two 2" spare conduits along the 3rd base side of field #3.

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
017	Midwest City	Add Tow 2" Spare Conduits along 3rd Base Side of Field #3	0 days	\$5,909.42
Total:				\$5,909.42

CHANGE ORDER REQUEST LINE ITEMS:

PCO # 017: Add Tow 2" Spare Conduits along 3rd Base Side of Field #3

#	Budget Code	Description	Amount
1	26-26000.S Electrical/Crown.Commitment	Crown Electric	\$5,070.00
Subtotal:			\$5,070.00
Labor Burden (39.75% Applies to Labor.):			\$0.00
Material Sales Tax (0.00% Applies to Materials.):			\$0.00
Insurance (0.35% Applies to all line item types.):			\$17.75
Bonds (1.00% Applies to all line item types.):			\$50.88
Overhead and Profit (15.00% Applies to all line item types.):			\$770.79
Grand Total:			\$5,909.42

Steve Scovel (Guernsey)
5555 North Grand Boulevard
Oklahoma City, Oklahoma 73112

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

Lippert Bros., Inc.
PO Box 17450 2211 E. I-44 Service Road
Oklahoma City, Oklahoma 73136-1450

Nick Bench
Project Manager
2021.11.23 10:16:49-06'00'

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

Proposal
Crown Electric

PO Box 850118
Yukon, OK 73085
405.324.9555 405.324.9559
OK 3112

Nick Bench
VP Marketing Director
Lippert Bros

Subject: MWC Ballfield
Re: Additional 2" Conduit

Nick,

we are pleased to provide you with the following change order for this project. If you have any questions please contact us. Our scope and price is as shown below,

Scope:

Install 2 additional 2" PVC conduits as show on attached sheet/plan, on 3 rd base side of Field #3	
100' backhoe	\$1,500.00
200' 2" PVC	\$ 600.00
4 - 2" 90's	\$ 140.00
1 larger Inground box	\$ 600.00
labor	\$1,350.00
profit	\$ 419.00
overhead	\$ 460.90
Sub Total	\$ 5,070.00

Thank you for your time and consideration in this endeavor. Again if you have any questions please feel free to contact us, we will be glad to assist you.

Date: November 18, 2021

Signature: _____

Time: 12:56 pm

ACCEPTANCE of PROPOSAL-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the above work as specified. Payment will be made as per specifications or every 30 days. Please sign and return this quote within 10 day. This quote is valid for 30 days from date of quote.

Date: _____

Customer Signature: _____

Title: _____



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: Honorable Mayor and Council

From: Don Maisch
City Attorney

RE: Discussion and consideration for adoption, including any amendments, of a Memorandum of Understanding with the City of Oklahoma City and Oklahoma City Water Utilities Trust for the construction and installation of City of Oklahoma City water and sewer line extensions across the Midwest City Multi-Purpose Sports Complex located at 9400 S.E. 29th Street in Oklahoma City at an estimated total cost of \$700,000.00.

Date: December 14, 2021

The proposed Memorandum of Understanding (MOU) implements requirements of the City of Oklahoma City to extend the City of Oklahoma City water and sewer lines across the Midwest City Multi-Purpose Sports Complex. The City of Oklahoma City requires all developers of property to extend water and/or sewer lines when such service is available. These extensions are required for the City of Midwest City to obtain a Certificate of Occupancy from the City of Oklahoma City and be able to open the Sports Complex.

The water line extension will run along the Northern border of the property (Southside of SE 29th Street), while the sewer line extension will run from Northwest to Southeast along the Southern border of the property (running parallel to I-40). The size of the sewer line will be 18 inches in diameter. The City of Midwest City will pay for the first 8 inches of sewer line (as required by the City of Oklahoma City) while the City of Oklahoma City will pay for the increase in the diameter size (to take the piping diameter from 8 inches to 18 inches).

The estimated cost of the water line extension is \$350,000.00. The estimated cost of the sewer line extension is \$350,000.00. Total estimated cost of the extension of both lines will be \$700,000.00.

Approval is at the pleasure of the City Council.

Respectfully submitted,

Donald D. Maisch
City Attorney

MEMORANDUM OF AGREEMENT

AC-22-0000-MA

Between

CITY OF OKLAHOMA CITY,
OKLAHOMA CITY WATER UTILITIES TRUST

And

CITY OF MIDWEST CITY



This Memorandum of Agreement (“MOU”) is made and entered into by and between the Oklahoma City Water Utilities Trust (“OCWUT”), a public trust created pursuant to the laws of the State of Oklahoma for the benefit of the City of Oklahoma City; the City of Oklahoma City (“Oklahoma City”), a municipal corporation, organized pursuant to the laws of the State of Oklahoma and the City of Midwest City (“Midwest City”), a municipal corporation, organized pursuant to the laws of the State of Oklahoma.

WITNESSETH:

WHEREAS, Oklahoma City owns and operates and OCWUT leases and finances the Oklahoma City water system, and Oklahoma City wastewater system, including all water and wastewater mains, water booster stations and wastewater lift stations; and

WHEREAS, on March 27, 1997, the Planning Commission for Oklahoma City approved a Planned Unit Development #589 (PUD-589) for a location identified as 9400 SE 29th Street, Oklahoma City, OK (“Site”), identification of the Site is attached hereto as **Attachment “A”**; and

WHEREAS, on April 15, 1997, the Oklahoma City Council approved a PUD-589; and

WHEREAS, PUD-589 was approved based on an application from HCA Health Services to rezone the location from R-MH-2, C-3, and I-1 to PUD-589; and

WHEREAS, PUD-589 was established for the construction and operation of a campus that would house professional and medical offices, a hospital facility and associated commercial and retail businesses; and

WHEREAS, the Staff Report for PUD-589 showed that there are other C-3 uses for the Site, including: “Community Recreation: Restricted”; and “Community Recreation: General”; and

WHEREAS, on September 19, 2006, a document entitled Partial Release of Right of Way, Grant of Replacement Right of Way, Design, Construction and Surface Use Agreement (“2006 Agreement”) was filed with the Oklahoma County Clerk’s Office in book 10247, page 1566; and

WHEREAS, the 2006 Agreement was between the then owner of the Site (Hope Real Estate, Inc.) and an oil and gas company named Cimmarron Gathering, L.P.; and

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AC-22-0000-MA

Between

CITY OF OKLAHOMA CITY,
OKLAHOMA CITY WATER UTILITIES TRUST

And

CITY OF MIDWEST CITY



WHEREAS, a portion of the 2006 Agreement included identification of the location of a high-pressured oil and gas line that crosses the Site (including the Southeast Corner of the Site), establishing a fifty-foot (50') easement for the high pressured oil and/or gas line, a twenty-five foot (25') buffer between the easement and any construction and other construction requirements for any water and sewer main constructions for the Site; and

WHEREAS, the campus was never constructed and on September 13, 2007, a Special Warranty Deed was filed with the Oklahoma County Clerk's Office transferring the Site from Hope Real Estate, LLC to the Midwest City Memorial Hospital Authority; and

WHEREAS, on August 27, 2019, the Site was transferred from the Midwest City Memorial Hospital Authority to Midwest City; and

WHEREAS, in 2019, Midwest City contacted Oklahoma City concerning changing what is constructed at the Site under PUD-589 from the campus to a multi-purpose sports complex under the "Community Recreation: General" C-3 use; and

WHEREAS, Oklahoma City had no objection to the change in construction, only required extension of the water main across the Site from West to East in the easement at the North boundary of the Site, with a wastewater service main being connected into an existing lift station to the City of Oklahoma City wastewater system, located adjacent to the Site; and

WHEREAS, Midwest City submitted plans and specifications to Oklahoma City's Utilities Department for the water main extension; and

WHEREAS, the Utilities Department required an extension of the wastewater system, for an eighteen-inch (18") wastewater main that would extend the wastewater system approximately 1,450 feet from the Southernmost manhole for the Oklahoma City wastewater system on the West side of the site, to the East boundary of the Site, but Oklahoma City gave Midwest City extra time to design and construct the main; and

WHEREAS, Oklahoma City ordinances only require the construction of an eight inch (8") wastewater main, but also allow for the main to be increased in size, with the size increased to be

MEMORANDUM OF AGREEMENT

AC-22-0000-MA

Between

CITY OF OKLAHOMA CITY,
OKLAHOMA CITY WATER UTILITIES TRUST

And

CITY OF MIDWEST CITY



paid by OCWUT, Oklahoma City required the wastewater main extension to be eighteen inches (18”) in diameter, and OCWUT agreed to pay for the size increase at a cost of three dollars (\$3.00) per inch increase in circumference, per foot of the wastewater main; and

WHEREAS, Midwest City submitted plans and specifications June 2021 to the Utilities Department for the wastewater main extension; and

WHEREAS, on July 15, 2021, Midwest City was notified that the Utilities Director required the alignment of the wastewater main extension be altered to terminate at the Southeast corner of the Site and for this MOU to be executed; and

NOW, THEREFORE, in consideration of the mutual benefit to the parties the following terms and conditions are hereby agreed upon:

1. AGREEMENTS OF MIDWEST CITY

- a. Midwest City hereby agrees to construct a water main extension that meets all Oklahoma City, Oklahoma Department of Environmental Quality, and 2006 Agreement construction requirements along the South side of Southeast 29th Street at the South Douglas Boulevard intersection, where the Oklahoma City water main ends to the East side of the property line, which is also the east boundary of the easement, so not to trespass, damage or disturb the adjacent property owner to the East together with the necessary easements as set out in 1(d) and with construction completed prior to the official opening of the Midwest City Sports Complex. See **Attachment “B”**.
- b. Midwest City hereby agrees to construct a wastewater service main that meets all of Oklahoma City, Oklahoma Department of Environmental Quality, and 2006 Agreement construction requirements from the location of the bathrooms, concession stand, and other buildings to the Oklahoma City lift station that is located along the West boundary of the Site. See **Attachment “B”**.

MEMORANDUM OF AGREEMENT

AC-22-0000-MA

Between

CITY OF OKLAHOMA CITY,
OKLAHOMA CITY WATER UTILITIES TRUST

And

CITY OF MIDWEST CITY



-
- c. Midwest City hereby agrees to construct an eighteen-inch (18”) wastewater main extension that meets all of Oklahoma City, Oklahoma Department of Environmental Quality, and 2006 Agreement construction requirements from the furthest Southern manhole for the Oklahoma City wastewater system that is located along the West boundary of the Site, running East and Southeast to the property line to the East, which is also the east boundary of the easement, so not to trespass, damage or disturb the adjacent property owner to the East together with the necessary easements as set out in 1(d) and with construction of the wastewater main extension completed no later than August 31, 2022. See **Attachment “B”**.
- d. Midwest City hereby agrees to grant to the City of Oklahoma City the water and wastewater mains and all necessary easements for said water and wastewater mains being 20-foot in width and identified in paragraphs (a) and (c) above and any further easement that may be necessary for the 25’ construction buffer as identified in the 2006 Agreement prior to the official opening of the Midwest City Sports Complex.

2. AGREEMENTS OF OKLAHOMA CITY AND OCWUT

- a. Oklahoma City hereby agrees to review and approve the plans and specifications for the water and wastewater mains that meet the requirements of paragraphs (1) (a) and (c) above within 30 days of receipt.
- b. Oklahoma City agrees to issue a certificate of occupancy upon completion of all construction at the Site.
- c. OCWUT agrees to pay to the Midwest City for the construction and installation of the eighteen-inch (18”) in circumference wastewater main at a cost of three dollars (\$3.00) per inch increase in circumference, per foot of wastewater main for that portion of the wastewater main that is larger than eight inches (8”) in circumference.

MEMORANDUM OF AGREEMENT

AC-22-0000-MA

Between

CITY OF OKLAHOMA CITY,
OKLAHOMA CITY WATER UTILITIES TRUST

And

CITY OF MIDWEST CITY



3. TERM

This MOU shall be effective upon the date of the last signature contained herein. The term for this MOU shall continue until all construction has been completed and the certificate of occupancy is issued.

4. ABIDE BY LAW

OCWUT, Oklahoma City and Midwest City agree to faithfully abide by the ordinances, laws, rules and regulations of The City of Oklahoma City, the State of Oklahoma, the United States of America, and all other applicable governmental agencies, and all amendments thereto, as terms of this Agreement regardless of jurisdictional limits. Failure of any of the parties to so abide after notice and opportunity to correct any violation shall constitute a default. Nothing in this Agreement shall be interpreted as precluding any governmental agency or department from enforcing its laws, ordinances, rules, or regulations in addition to remedies herein provided.

Any criminal activity committed by any of the parties or its employees or other person under the Cleveland County's control shall be grounds for immediate termination of this Agreement.

5. NO SUBLEASE OR ASSIGNMENTS

No party may sublease or assign its duties and/or obligations stated within this MOU to any third party without written consent of all the other parties.

6. INDEMNIFICATION

The Parties hereby acknowledge that they are all government subdivisions of the State of Oklahoma. All Parties are covered under the Oklahoma Governmental Tort Claims Act at Title 51 of the Oklahoma Statutes, Section 151 *et seq.*, in the event any damage claims arise due to any action or inaction undertaken by any party to this MOU. Any claim for damages due to any action

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Between

**CITY OF OKLAHOMA CITY,
OKLAHOMA CITY WATER UTILITIES TRUST**

And

CITY OF MIDWEST CITY



or inaction pursuant to this MOU by any Party or any third party shall comply with procedures and requirements set forth in the Oklahoma Governmental Tort Claims Act.

7. TERMINATION

This MOU shall terminate upon completion of the terms of the MOU.

This MOU may be terminated by any party with 90 days' notice to all other parties, that the party does not have sufficient funds, or will not be appropriated sufficient funds to maintain the agreements set forth in this MOU.

8. EFFECTIVE

The effective date of this Agreement shall be upon the latter of execution hereof by the last party hereto.

9. TIME OF ESSENCE

It is expressly agreed by all parties hereto that time shall be deemed to be of the essence of this Agreement.

10. AMENDMENT

This Agreement may not be amended except by express written agreement of all parties hereto.

11. VOID

Should it be determined that any provision or the application of any provision of this Agreement to any party is prohibited by law such prohibition shall not affect the validity of the remaining provisions of this Agreement or its effectiveness against the remaining parties.

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Between

**CITY OF OKLAHOMA CITY,
OKLAHOMA CITY WATER UTILITIES TRUST**

And

CITY OF MIDWEST CITY



12. NOTICE

(a) Notices or other communications to OCWUT and Oklahoma City pursuant to the provisions hereof shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

The Oklahoma City Water Utilities Trust:

General Manager
Oklahoma City Water Utilities Trust
420 W. Main, Suite 500
Oklahoma City, Oklahoma 73102

The City of Oklahoma City:

The City of Oklahoma City
Utilities Department
ATTN: Utilities Director
420 W. Main, Suite 500
Oklahoma City, Oklahoma 73102

and

The City of Oklahoma City
City Clerk
200 N. Walker Avenue, Second Floor
Oklahoma City, Oklahoma 73102

Midwest City:

City Manager
City of Midwest City
100 N. Midwest Boulevard
Midwest City, OK 73110

And

City Clerk
City of Midwest City
100 N. Midwest Boulevard
Midwest City, Ok 73110

MEMORANDUM OF AGREEMENT

AC-22-0000-MA

Between

**CITY OF OKLAHOMA CITY,
OKLAHOMA CITY WATER UTILITIES TRUST**

And

CITY OF MIDWEST CITY



The City of
OKLAHOMA CITY



13. DELEGATION

Oklahoma City hereby delegates to the Utilities Director, OCWUT hereby delegates to the General Manager of OCWUT, and the City of Midwest City delegates to the City Manager its authority to negotiate and approve any amendment to this MOU.

14. WHOLE AGREEMENT

It is mutually understood and agreed by the parties hereto that this Agreement contains all the covenants, stipulations and provisions agreed upon by said parties and no agent or any party to this Agreement has authority to alter or change the terms hereof, except as provided herein, and no party is or shall be bound by any statement or representation not in conformity herewith.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

MEMORANDUM OF AGREEMENT

AC-22-0000-MA

Between

**CITY OF OKLAHOMA CITY,
OKLAHOMA CITY WATER UTILITIES TRUST**

And

CITY OF MIDWEST CITY



The City of
OKLAHOMA CITY



APPROVED by the City Council and signed by the Mayor of The City of Midwest City
this _____ day of _____, 2021.

The City of Midwest City

ATTEST:

SARA HANCOCK
CITY CLERK

MATT DUKES
MAYOR

Reviewed for form and legality.

DONALD D. MAISCH
CITY ATTORNEY

MEMORANDUM OF AGREEMENT

AC-22-0000-MA

Between

**CITY OF OKLAHOMA CITY,
OKLAHOMA CITY WATER UTILITIES TRUST**

And

CITY OF MIDWEST CITY



APPROVED by the Trustees and signed by the Chairman of the Oklahoma City Water Utilities Trust this _____ day of _____, 2021.

ATTEST: Oklahoma City Water Utilities Trust

SECRETARY

CHAIRMAN

APPROVED by the City Council and signed by the Mayor of The City of Oklahoma City of Oklahoma City this _____ day of _____, 2021.

ATTEST:

The City of Oklahoma City

CITY CLERK

MAYOR

Reviewed for form and legality.

ASSISTANT MUNICIPAL COUNSELOR

MEMORANDUM OF AGREEMENT

AC-22-0000-MA

Between

CITY OF OKLAHOMA CITY,
OKLAHOMA CITY WATER UTILITIES TRUST

And

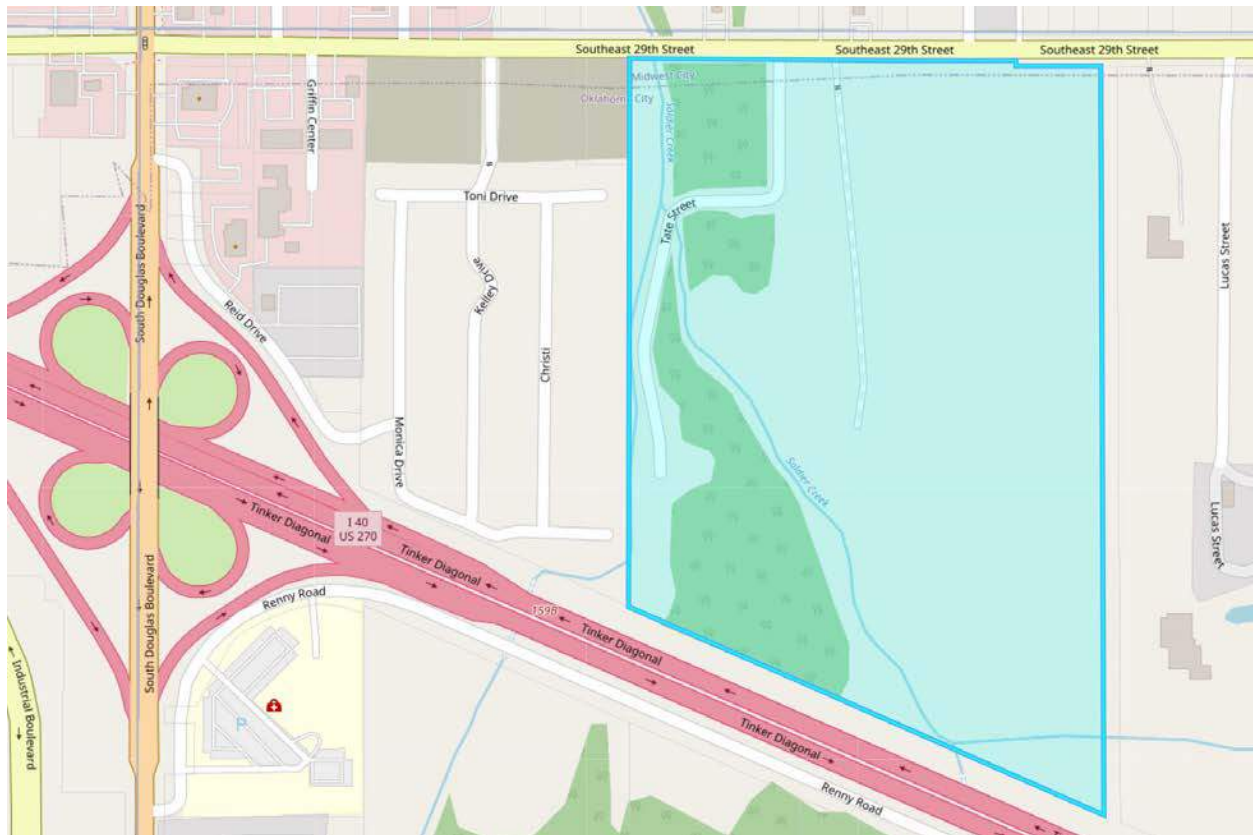
CITY OF MIDWEST CITY



ATTACHMENT "A"

SITE LOCATION

(Site is identified by the blue shaded area)



MEMORANDUM OF AGREEMENT

AC-22-0000-MA

Between

**CITY OF OKLAHOMA CITY,
OKLAHOMA CITY WATER UTILITIES TRUST**

And

CITY OF MIDWEST CITY



The City of
OKLAHOMA CITY



ATTACHMENT "B"

WATER MAIN and WASTEWATER MAIN

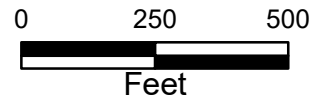
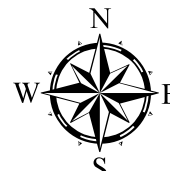
(As described on the following page, which is incorporated by reference)



ATTACHMENT "B"

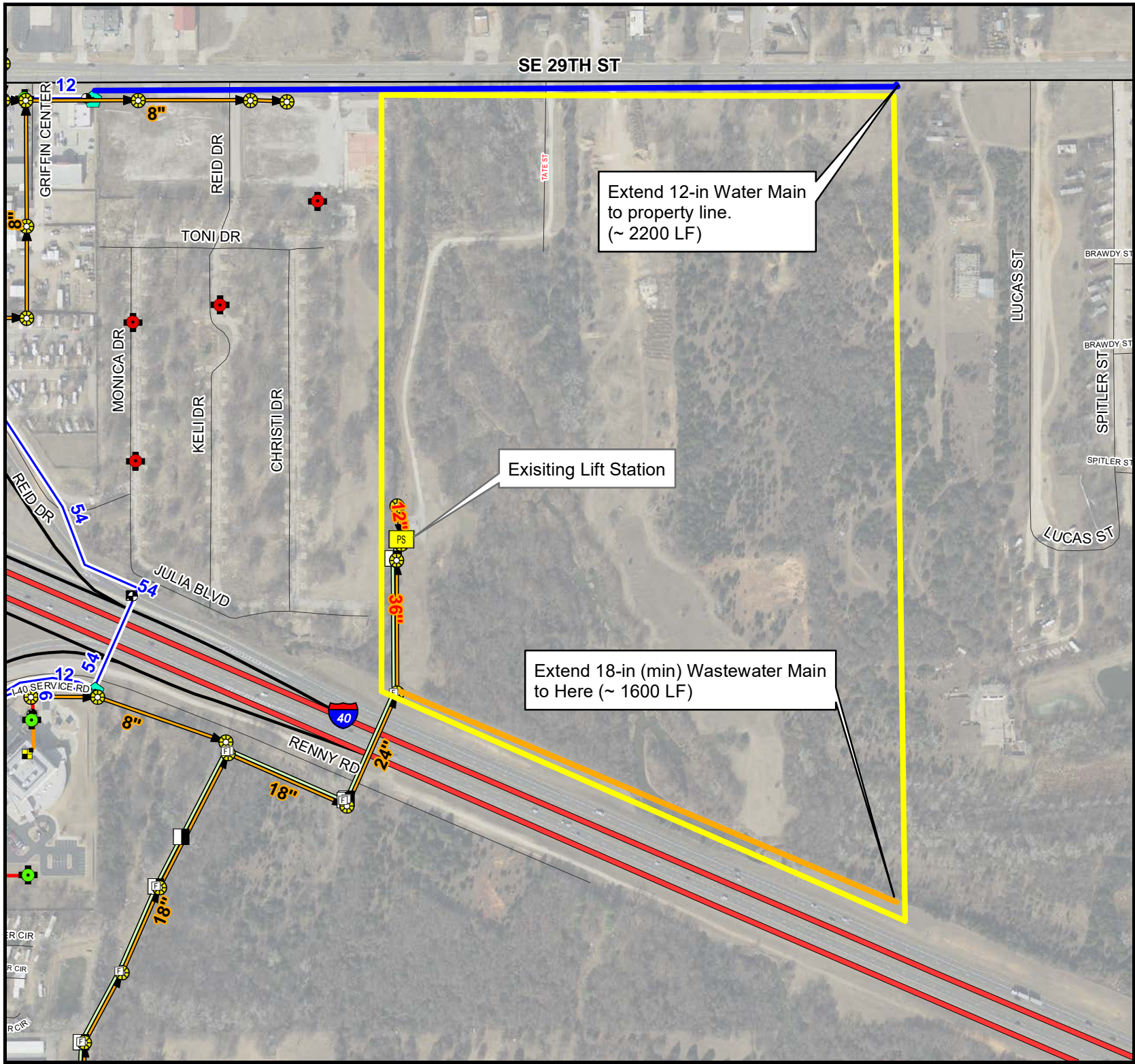
**Midwest City Sports Complex
Water & Wastewater Mains
Extensions**

Created 09/21/2021



Legend

- Wastewater Manhole
- Wastewater Main
- Water Main





December 2, 2021

Midwest City Sports Complex
9400 SE 29th Street,
OKC, OK., 73130

To Whom it May Concern:

Enerfin Resources has discussed and reviewed plans for the subject property (Midwest City Sports Complex). Enerfin approves the request for a new public SA sewer line/easement to cross the MWC owned property in the e/w direction which would require interaction with the existing Enerfin easement/gas line.

Enerfin makes the request that the installation of the pipe crosses no less than 2' below our existing pipe and that we are given 48 hour notice, prior to the installation of the pipe, for the purpose of a Enerfin employee to be present, if we choose. Feel free to contact me if there are any additional questions. Thanks

Respectfully,

Justin Bell



Justin Bell | Manager Row & Land Acquisitions

400 N Harvey Road | Seminole, OK 74868

Office: 405.382.3049 | Fax: 405.382.6716

Cell: 405-380-5504

jbelle@enerfin.com | www.enerfin.com

MEMO

To: Honorable Mayor and City Council

From: Bert Norton, Fire Chief

Date: January 25, 2022

Subject: Discussion and consideration, including any possible amendment, to approve Change Order No. 1 with W.L. McNatt & Co., for material, labor and subcontracting services for Fire Station #1 Headquarters remodel in an increased amount of \$46,951.00 and to add 24 additional days of time. (Fire - B. Norton)

Staff respectfully requests that the Council approve Change Order No. 1 with W.L. McNatt & Co. in the amount of \$46,951.00 to cover costs of material, labor, and subcontracting services, as well as, increasing the contract time by 24 days for the Fire Headquarters Remodel project.

During demolition, it was discovered that existing structural engineering of the north office area on the first floor no longer meets building code requirements and must be replaced. These funds are available in the current GO Bond Funding balance.

Staff recommends approval.



Bert Norton
Fire Chief

Attachments: Change Order and General Estimate for W.L. McNatt



AIA® Document G701™ – 2017

Change Order

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

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

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: November 30, 2021

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

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

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

THE CONTRACT IS CHANGED AS FOLLOWS:

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

COR #01-R1 dated 11/29/21

The original Contract Sum was	\$	898,500.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	898,500.00
The Contract Sum will be increased by this Change Order in the amount of	\$	46,951.00
The new Contract Sum including this Change Order will be	\$	945,451.00

The Contract Time will be increased by Twenty-Four (24) days.
The new date of Substantial Completion will be April 29, 2022

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

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

Guernsey
ARCHITECT (Firm name)
Steven T. Sprague
SIGNATURE
Steven T. Sprague, AIA
PRINTED NAME AND TITLE
November 30, 2021
DATE

W.L. McNatt and Company
CONTRACTOR (Firm name)
J. Bradford President
SIGNATURE
Jenny Bradford
PRINTED NAME AND TITLE
11-30-21
DATE

City of Midwest City
OWNER (Firm name)

SIGNATURE
Matthew D. Dukes, Mayor
PRINTED NAME AND TITLE

DATE



PROJECT:
Midwest City Fire Station #1
Renovation

GENERAL ESTIMATE

WLM Job Number: 1005

COR 01
DATE: 11/29/21

Wood Framing at North Office Area			MATERIAL		LABOR		SUBCONTRACTOR	
DESCRIPTION	QUANTITY	UNIT	UNIT	COST	UNIT	COST	UNIT	COST
Total Demolition								
Demo walls, ceiling grid, plaster ceiling, wood framing above ceiling, and millwork at North office area.	1	Bid		0	0.00	0.00	5125	5125
Wiljo Interiors								
Set existing door frame at new location, metal framing and drywall at previous wood framed locations, install new ceiling grid and tiles at North office area, and replace wood framed ceiling at North slide corridor with accoustical ceiling tiles.	1	Bid		0	0.00	0.00	15013	15013
Messer Electric								
Demo of existing conduit, wire, and light fixtures. Furnish and install new light fixtures at North office area.	1	Bid		0	0.00	0.00	7580	7580
Advanced Painting								
To tape & bed, and texture new drywall.	1	Bid		0	0.00	0.00	930	930
General Conditions								
As-Built drawings	0	hrs		0	71.02	0.00		0
Estimating	0	hrs		0	63.92	0.00		0
Supervision Full	24	days		0	390.61	9,374.64		0
Scheduling / Coordination	0	days		0	106.53	0.00		0
Pump water	0	days		0	177.55	0.00		0
Clean up (Full)	0	day		0	142.04	0.00		0
Clean up (1/2)	0	day		0	71.02	0.00		0
Cleaning Misc. Material	0	sf	0.025	0	0.00	0.00		0
Dumpster (40 yd)	1	ea	450	450	0.00	0.00		0
Punch List	0	day		0	390.61	0.00		0
Misc. Material	0	sf	0.025	0	0.00	0.00		0
Job Trailer	0	mo	350	0	0.00	0.00		0
Job Container	0	mo	85	0	0.00	0.00		0
Site Office Phone/Fax	0	mo	150	0	0.00	0.00		0
Site Cell Phone	3	wks	12.5	37.5	0.00	0.00		0
Temp. Toilet	3	wks	75	225	0.00	0.00		0
Temp. Utilities	0	mo	250	0	0.00	0.00		0
Temp. Construction Fence	0	mo	595	0	0.00	0.00		0
Builder's Risk	1	mo	895.5	895.5	0.00	0.00		0
subtotal				1608		9374.64		28648
taxes				134.67				
total	39765.31			1742.67		9374.64		28648

General Contractor Material & Labor Total			11117.31	Scope of work: Per RFI 07, Total Demolition will demo wood framed walls and ceilings as well as doors and millwork. Wiljo wil furnish and install metal studs, drywall, ceiling grid and tiles to the previously demoed areas. Wiljo will also install new accoustical ceiling tiles above the North slide corridor. Messer Electric will demo existing light fixtures, conduit, and wiring at the North office area and furnish and install new fixtures. Advanced Painting will tape & bed and texture new drywall at the North office area.
Subcontractor Material & Labor Total			28648.00	
Overhead on Work Performed	10%		3976.53	
Profit on Work Performed	5%		1988.27	
Total Project Cost to be insured			45730.11	
General Liability, Bonds			1220.54	
				Pricing and Added Time subject to change If not approved by: 12/13/21
				This work impacts the project completion date. If accepted, this Change Order Request will Increase the project by: 24 Day(s)
subtotal			46950.64	
Total Change Order		ADD	\$ 46,951	

Acceptance by an Authorized Representative _____

Signature _____

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





October 30, 2021

Attn to: Duncan Aldridge

RE: MWC Fire Department

Duncan,

Total Demolition Services is pleased to provide your firm with a proposal for the above-mentioned project. The following is a description of our scope of work for this project.

Demo and dispose of ceilings, walls, doors and millwork as indicated on drawings.

The cost of this work is.....\$ 5,125.00

Exclusions: Hazardous material testing or removal, utility disconnect or relocation, cut/cap, temp barricades or traffic control, location and protection of public and private utility lines, temp bracing/shoring, temp dust partitions or weather protection, wall/floor prep/patch, temp barricades or dust protection, mastic removal or slab prep for new flooring,

If you have any questions regarding this proposal, please contact us at any time.

Respectfully,

Blaine Menard
Project Manager
405-640-2646 c

Signature

Accepted by (print name):

Date

Messer Electric
3607 S. High
Oklahoma City, OK. 7329
405-677-3402

Request for Change Order

08/26/2021

TO:
WL McNatt And Company
217 East Sheridan
Oklahoma City Oklahoma 73108

JOB:
Midwest City Fire Department
8201 E. Reno
Midwest City, Oklahoma

Change Order: RFI #07

WORK DESCRIPTION:
Furnish and install light fixtures as per RFI #07
Demolition of existng conduit, wire and light fixtures

Total Amount: \$7,580.00

Sincerely,

Jim Harrell
Estimator

Midwest City Fire Station : RFI #07
Totals (Summary) - Bid Summary: Default

Material	
Non-Quoted	
Quotes	\$1,029.40
Sales Tax (0.00%)	2,600.00
Total Material	0.00
Labor	\$3,629.40
Direct (61.93 hours @ \$47.26)	\$2,926.81
Non-Productive [by category factor: 18.55%]	\$168.52
Total Labor (64.93 hours)	\$3,095.33
Direct Job Expenses	\$150.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$6,875.73
Overhead (5.00%)	343.79
Profit (5.00%)	360.98
Job Total	\$7,580.50
Actual Bid Price	\$7,580.50
Material to Direct Labor ratio: 0.65	
Prime Cost per square foot	\$0.00
Job Total per square foot	\$0.00
Actual Bid Price per square ft	\$0.00
Labor cost per square foot	\$0.00
Labor hours per square foot	0.00
Gross Profit %	9.30
Gross Profit \$	\$704.77
Net Profit %	4.76



PO BOX 25248 / OKLAHOMA CITY, OK 73125
405/239-7771 / FAX 405/239-6030
WWW.HUNZICKER.COM

FAX TRANSMITTAL

DATE: 10-29-21 TOTAL PAGES INCLUDING COVER SHEET: 1
TO: Messco Electric
FROM: BRENT BENSHOOF
(405) 605-6817

MWC Fire Station #1 PR

3 - Type C

3 - Type CE

1 - Type X

2 - Ceiling Sessons + Power panel

Let Adder # 2600 =

5500 N Western Ave, Suite 146 Oklahoma City, OK 73118 - Off: 405-227-9412 Fax 405-213-1492

Change Order Request

GC: W.L. McNatt & Company

Project: Midwest City Fire Station #1 Renovation

Address: 2000 E Britton Rd, Oklahoma City, OK, 73131

Location: 8201 E Reno Ave, Midwest City, OK, 73110

Attn: Duncam Aldridge

Supply and Install the following Items

1. Supply and install - Tape, Bed and primer for new gypsum board walls as indicated

Labor

\$850.00

Material

\$80.00

Total: \$930.00

Inclusions	Exclusions & Qualifications
<p>Clean up to a central location. All sealants per our scope to create smooth paint transitions. Equipment for our scope of work. Removal of hazardous materials from sites.</p>	<p>Installation of gypsum Board Patches</p>
<p>* ACP will provide supervision and management of its work, equipment for its use and clean up of our debris for disposal into an on-site receptacle. The Trash receptacle and its expense are to be -provided by others.</p> <p>* Hourly rate \$43.00</p>	<p>*Any premium expense for shift of overtime labor, or unnecessary and unproductive labor required as a result of any acceleration of schedule or as a result of delays caused by others is excluded. All temporary enclosure, lighting ventilation, heating and/or utilities are exclude from bid, though they may be required for proper installation of certain materials</p>
Acknowledgements	Sales Tax: Included

Submitted by: *Gerson Pasquez*

Company Rep. for W.L. McNatt & Company

Signature to proceed _____

ALT #1F - PATCH MASONRY WALL WHERE EXISTING BOILER FLUE WAS REMOVED. MATCH EXISTING CONSTRUCTION.

Demo Grid, Plaster Ceiling, and Light Fixtures within Dotted Red Line. Replace with New 2x2 Grid, ACT1 Ceiling Tiles, and LED Light Fixtures

REPLACE ALL BLUE WALLS WITH GYPSUM BOARD ON METAL STUD CONSTRUCTION

DEMOLISH ALL WALLS IN RED. THESE WALLS WILL NOT BE REPLACED

Relocate Existing Door and Frame to Entrance of Storage Closet

OFFICE

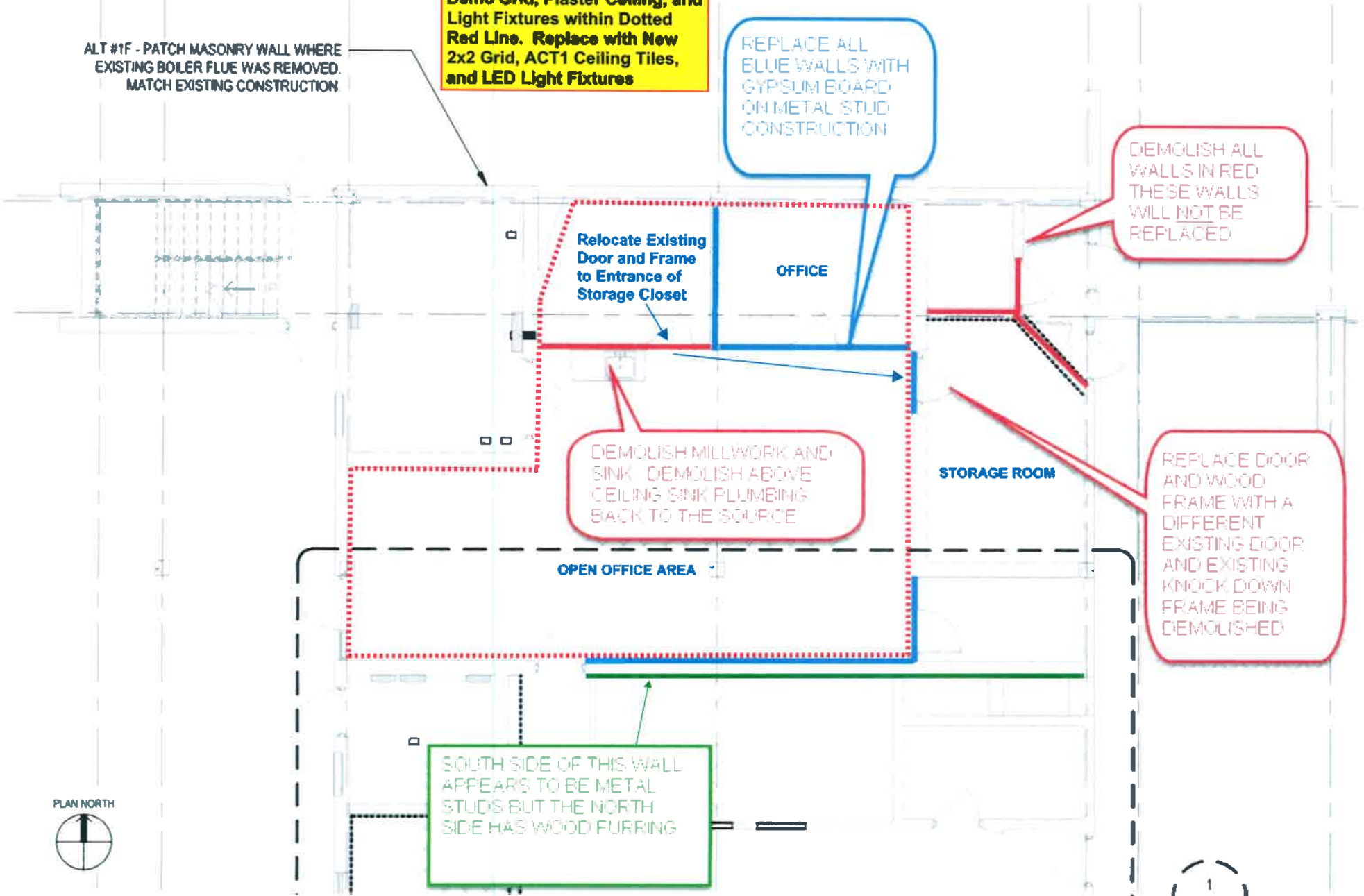
DEMOLISH MILLWORK AND SINK. DEMOLISH ABOVE CEILING SINK PLUMBING BACK TO THE SOURCE

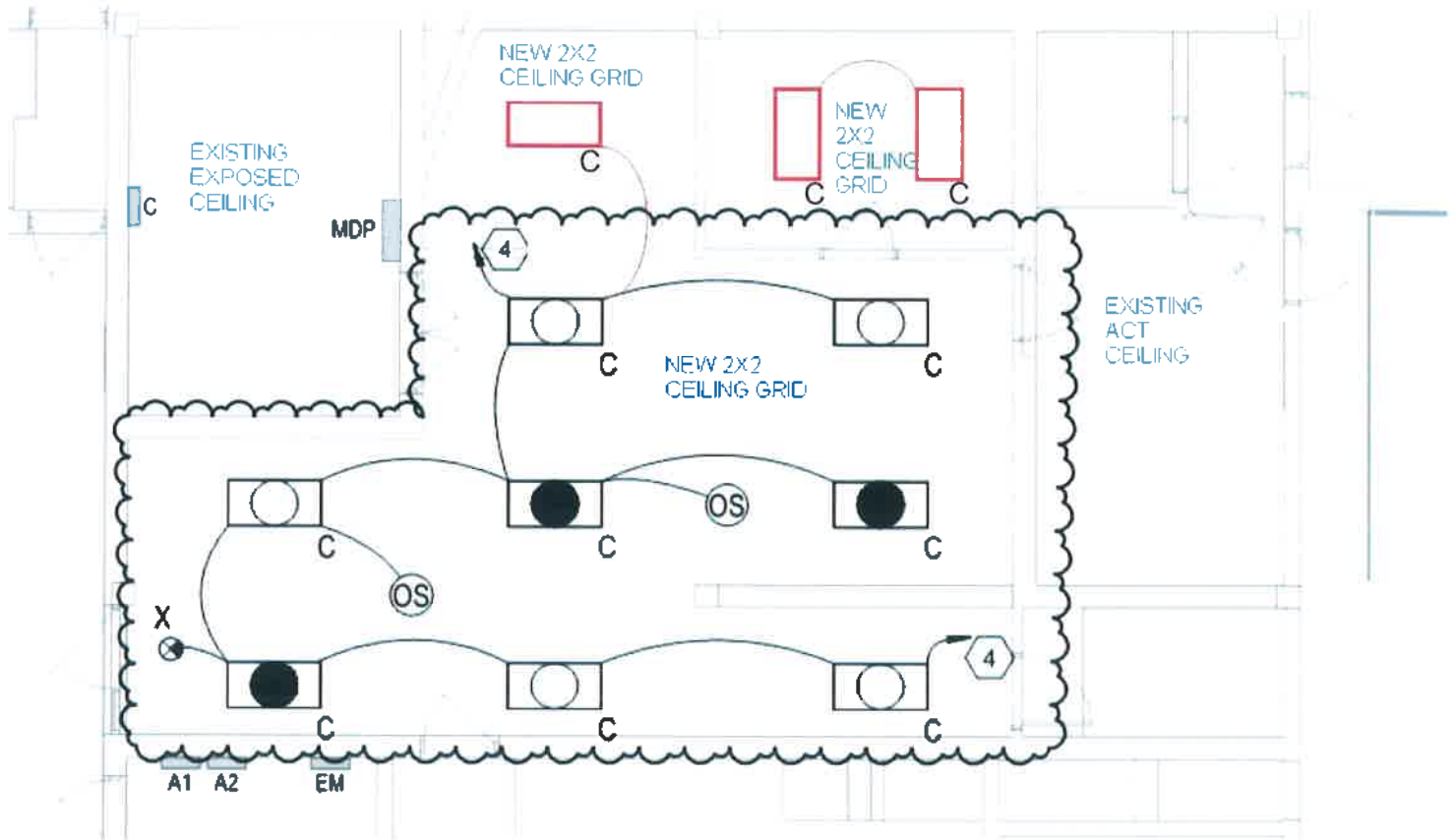
STORAGE ROOM

REPLACE DOOR AND WOOD FRAME WITH A DIFFERENT EXISTING DOOR AND EXISTING KNOCK DOWN FRAME BEING DEMOLISHED

OPEN OFFICE AREA

SOUTH SIDE OF THIS WALL APPEARS TO BE METAL STUDS BUT THE NORTH SIDE HAS WOOD FURRING





All Existing Power and Data Outlets are to Remain in Same Location

New Light Fixtures Shown in Red are to be Same as New LED Shown on Detail

LIGHTING FIXTURE SCHEDULE					
Type Mark	Manufacturer	Model	Lamp	Mounting	Type Comments
A	LITHONIA	EPANL 2X4 4000LM 80CRI 35K MIN10 ZT MVOLT	LED	RECESSED	FIXTURES IN DRYWALL WILL REQUIRE DRYWALL FRAME
B1	LITHONIA	LDN4 AL01-1000LM SWW1-3500K L04 WR LD MVOLT UGZ	LED	RECESSED	
B2	LITHONIA	LDN4 AL01-500LM SWW1-3500K L04 WR LD MVOLT UGZ	LED	RECESSED	
B3	LITHONIA	LDN4 AL01-1000LM SWW1-3500K LW4 WR LD MVOLT UGZ	LED	RECESSED	
C	LITHONIA	2BLT4-40L-ADSM-EZ1-LP835-(EL14L)	LED	RECESSED OR SURFACE	FOR SURFACE MOUNTING: ADD ACCESSORY 2X4SMKSH-PAF
X	LITHONIA	LQM-S-W-3-R-MVOLT-EL N	LED	TOP-MOUNT TO CEILING	



Public Works Administration

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

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Public Works City Engineer

pmenefee@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

MEMORANDUM

To: Honorable Mayor and Council

From: Paul Streets
Public Works Director

RE: Discussion and consideration for adoption, including any amendments, of an agreement with Ron Davis for the sale of potable water outside the corporate city limits of the City of Midwest City, located at 10830 SE 29th St, for a five year term, with option of two additional five year terms, at the outside rate of 1 1/2 times the inside rate.

Date: December 14, 2021

The proposed agreement would authorize the delivery of potable water outside the corporate city limits of the City of Midwest City. Mr. Davis owns and operates a body shop on the Southside of SE 29th street in Oklahoma City. Currently, the City of Oklahoma City does not have a potable water line in the vicinity of Mr. Davis' business. The City of Midwest City has a potable water line on the Northside of SE 29th.

For years the business has used ground water and there is a well on the property. The groundwater has been contaminated and is subject to Oklahoma Department of Environmental Quality remediation plan. At this time and for the foreseeable future, the groundwater will not be usable as a drinking water source.

Mr. Davis has received approval from the City of Oklahoma City to allow his business to be connected to the City of Midwest City's water supply, see the attached agreement between Mr. Davis and the City of Oklahoma City.

Mr. Davis would pay the required fees and construction costs for the construction of the connection of the Midwest City Water Supply System to his business and fees for the use of the potable water.

Action is at the discretion of the Mayor and Council.

Respectfully,

R. Paul Streets
Public Works Director



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

THE CITY OF OKLAHOMA CITY
OFFICE OF CITY CLERK
MUNICIPAL BUILDING
200 NORTH WALKER AVE.
OKLAHOMA CITY, OKLAHOMA 73102

**EXEMPT FROM DOCUMENTARY
STAMP TAX
68 O.S. § 3202(11)**

**AGREEMENT FOR TEMPORARY
SALE OF TREATED WATER IN OKLAHOMA CITY-**
Ronald D Davis Living Trust
Jackie J Davis Living Trust
10830 South East 29th Street Oklahoma City, Oklahoma 73130

1. Ronald D Davis (hereinafter called "Applicant") agrees and acknowledges that the City of Oklahoma City (hereinafter called "Oklahoma City") permits the sale of water to the Applicant by the City of Midwest City (hereinafter called "Temporary Supplier") and Temporary Supplier is authorized to sell treated water in Oklahoma City only for the period and purposes stated in this Agreement for Temporary Sale of Treated Water ("Agreement") and only for use by Applicant on the property (hereinafter called "Subject Property") described in the attachment to this Agreement.
2. Applicant agrees to disconnect from Temporary Supplier's water system and to connect to the Oklahoma City water system at such time as the Oklahoma City water system may be extended within one hundred (100) feet of Applicant's property line or at such time as an assessment district including the Applicant's property is created. Nothing herein waives or relieves the Applicant from any change, cost, fee, or assessment of Applicant's share of the cost of any extension of water service to the Subject Property.
3. Should a water assessment district be created or should Applicant be presented a petition for water assessment district, which includes Applicant's property, the Applicant hereby consents to the creation of the district and agrees to participate in the Applicant's share of the assessed costs.
4. The Applicant covenants and agrees not to petition for or support a petition for deannexation from Oklahoma City or annexation to another municipality.
5. The Applicant agrees to not permit others to connect to or draw water from Applicant's water connection or Applicant's water system. The Applicant agrees not to re-sell the water obtained pursuant hereto.

10/36

6. The Applicant agrees not to subdivide its property without the express prior written approval of the Director of the Utilities Department for the City of Oklahoma City, which approval shall not be unreasonably withheld. The water systems for any future subdivision must be extended in accordance with existing Oklahoma City extension policies.

7. The Applicant agrees and acknowledges that neither this Agreement nor the temporary permission to obtain water pursuant hereto shall be assigned or sold, but that this Agreement and the rights and obligations hereunder shall run in favor of the respective parties, hereto, their heirs, successors, and assigns for the benefit of Oklahoma City.

8. The Applicant acknowledges that Oklahoma City is not responsible for the quality or quantity of water provided to Applicant by the Temporary Supplier even should the Temporary Supplier have purchased all or a portion of the water from Oklahoma City. Oklahoma City is not responsible for the provision of fire protection.

9. The Applicant understands and agrees that this Agreement will be filed of record in the county where the Subject Property is located per the legal description provided on Attachment "A" incorporated herein by reference.

10. The Applicant will connect to the Temporary Supplier's system generally as depicted on Attachment "B", Diagram of the Subject Property and proposed water connection incorporated herein by reference.

11. The Applicant grants and donates to Oklahoma City and its trusts such easements as are necessary for construction, operation, and maintenance of public utilities, on Attachment "C" incorporated herein by reference.

12. The Applicant will comply with all laws and regulations of Oklahoma City, State, and Federal government.

REMAINDER OF PAGE LEFT BLANK

APPLICANT

By Ronald D Davis Trustee herein called Applicant

Ronald D Davis Trustee

By Jackie J Davis Trustee herein called Applicant

Jackie J Davis Trustee

STATE OF OKLAHOMA)
) SS:
OKLAHOMA COUNTY)



SUBSCRIBED and Sworn to before me this 18 day of October, 2021.

Christie Barnes
Notary Public

My commission expires 8/25/21 My commission number 08008359

THE CITY OF OKLAHOMA CITY

By Chris Boman
As Director of Utilities Department

STATE OF OKLAHOMA)
) SS:
OKLAHOMA COUNTY)

SUBSCRIBED and Sworn to before me this 26 day of October, 2021.



SEAL

Cal OC
Notary Public

My commission expires 12-14-24 My commission number 20019088

ATTACHMENT "A"
WARRANTY DEED (OR OTHER DEED/DOCUMENT SHOWING
OWNERSHIP)

WARRANTY DEED

BOOK 7768 PAGE 0691

KNOW ALL MEN BY THESE PRESENTS:

That, Ronald D. Davis and Jackie J. Davis, husband and wife, of Oklahoma County, State of Oklahoma, party of the first part, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto RONALD D. DAVIS and JACKIE J. DAVIS, TRUSTEES, OR THEIR SUCCESSORS IN TRUST UNDER THE RONALD D. DAVIS LIVING TRUST, DATED MARCH 24, 1999, AND ANY AMENDMENTS THERETO, of Oklahoma County, State of Oklahoma, party of the second part, the following described real property and premises situate in Oklahoma County, State of Oklahoma, to-wit:

An undivided one-half interest in The East Half (E/2) of the West Half (W/2) of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of Section EIGHTEEN (18), Township ELEVEN (11) North, Range ONE (1), West of the Indian Meridian, Oklahoma County, Oklahoma aka 10830 SE 29th, Oklahoma City

[Exempt Documentary Stamp Tax 68 O.S. §§3201(B) and 3202 (4). No Sale.]

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

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

Signed and delivered this 8 day of JUNE, 1999.

Ronald D. Davis
KONALD D. DAVIS

Jackie J. Davis
JACKIE J. DAVIS

DOC NUMBER 000000008
BK 7768 PG 131-133
DATE 11/25/00 CR:135149
FILING FEE 38.00
NOT TAX 10.00
CAROLYN CRANKLL
Oklahoma County Clerk
RECORDED AND FILED

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

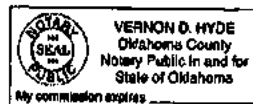
Before me, a Notary Public in and for said County and State, on this 8 day of JUNE, 1999, personally appeared RONALD D. DAVIS and JACKIE J. DAVIS, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free 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.

My Commission Expires:
MAY 6, 2000

Vernon D. Hyde
Notary Public

RETURN RECORDED DEED TO:
RONALD D. DAVIS and JACKIE J. DAVIS
11601 S.E. 39th Street
Oklahoma City, OK 73150



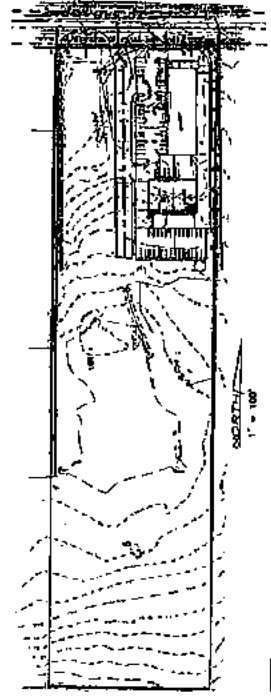
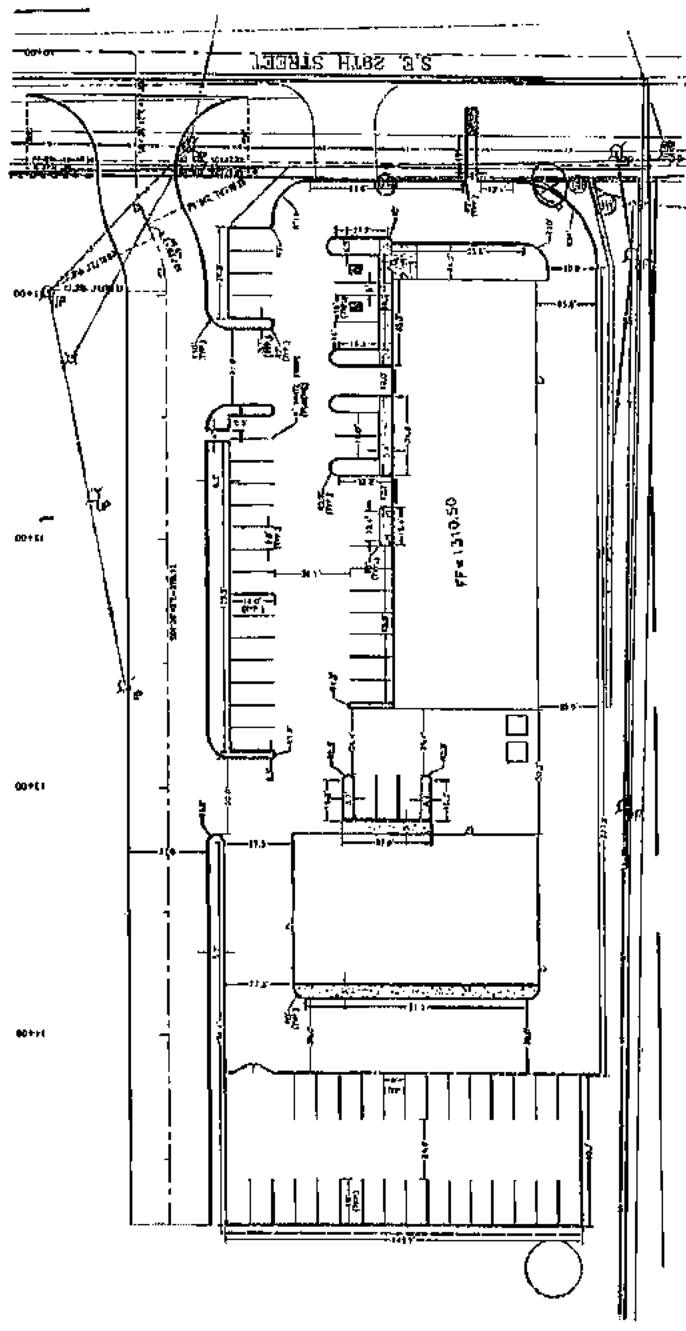
OK-Notary Public Seal & Notary Seal Day Expire

8

ATTACHMENT "B"
DIAGRAM OF SUBJECT PROPERTY AND PROPOSED CONNECTION

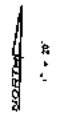
SITE DIMENSION PLAN
 for GRAYS PAVILION & BODY
 NE/4, SECTION 16, T-11-N, R-1-W, OF THE I.M.
 OKLAHOMA COUNTY, OKLAHOMA

DATE	DESCRIPTION
11/10/2021	ISSUED FOR PERMIT
11/05/2021	REVISED
10/20/2021	ISSUED FOR PERMIT
10/15/2021	REVISED
10/10/2021	ISSUED FOR PERMIT
10/05/2021	REVISED
09/20/2021	ISSUED FOR PERMIT
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08/10/2021	ISSUED FOR PERMIT
08/05/2021	REVISED
07/20/2021	ISSUED FOR PERMIT
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07/10/2021	ISSUED FOR PERMIT
07/05/2021	REVISED
06/20/2021	ISSUED FOR PERMIT
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03/20/2021	ISSUED FOR PERMIT
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02/05/2021	REVISED
01/20/2021	ISSUED FOR PERMIT
01/15/2021	REVISED
01/10/2021	ISSUED FOR PERMIT
01/05/2021	REVISED

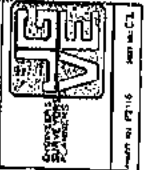


CON...

LEGAL DESCRIPTION OF THE SITE, REFERENCE TO THE NEAREST QUARTER (NE/4) OF THE EAST 1/4 OF SECTION 16, TOWNSHIP 11N, RANGE 1W, OKLAHOMA COUNTY, OKLAHOMA. MAKE SURE YOU COPY OF THE ABOVE RECORD, DISTRICT OFFICE, OKLAHOMA.



JGV ENGINEERING
 1000 N. W. 10th St., Suite 100
 Oklahoma City, Oklahoma 73102
 Phone: (405) 233-1111
 Fax: (405) 233-1112
 Email: info@jgveng.com
 Website: www.jgveng.com



ATTACHMENT "C"
EASEMENT FOR FUTURE WATER MAIN AND APPURTENANCES



The City of Oklahoma City
Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
(Water/Wastewater) Project No.

PERMANENT EASEMENT

E 35,668

KNOW ALL MEN BY THESE PRESENTS THAT RONALD D. DAVIS AND JACKIE J. DAVIS, TRUSTEES OF THE RONALD D. DAVIS LIVING TRUST DATED MARCH 24, 1999, and JACKIE J. DAVIS AND RONALD D. DAVIS, TRUSTEES OF THE JACKIE J. DAVIS LIVING TRUST DATED MARCH 24, 1999, its successors and assigns (collectively "Grantor") for and in consideration of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto THE CITY OF OKLAHOMA CITY, a municipal corporation, and its public trusts (collectively "Grantees") this Permanent Easement over, under, across, through and to the following described property situated in Oklahoma County, Oklahoma, shown on Attachment "A" ("Subject Property") for the use of the Grantees for the purpose of constructing, operating, maintaining, repairing, expanding, and replacing water and wastewater systems and associated facilities, connections, utilities, and appurtenances thereto (collectively "Utility Systems") and including the right of ingress and egress and all right, title and interest in and to any soil, earthen material, fixture, and appurtenances within the boundaries of the Subject Property, incidentally removed during the use of this Permanent Easement.

THIS EASEMENT IS MADE SUBJECT TO THE FOLLOWING:

1. Grantor agrees that no building or other similar structure shall be erected on, over or under the Subject Property.
2. Grantor may construct driveways and parking areas on the Subject Property.
3. This Permanent Easement does not create an obligation upon the Grantees to construct, operate, maintain, replace, expand, or repair these Utility Systems, or provide services or functions. Once the Utility System is constructed the Grantees agree to operate, maintain, replace, expand, or repair the Utility System in accordance with Grantees' standards and policies.
4. The Grantees do not own the creek, river, lake, detention pond, drainage canal, if any, on or adjacent to the Subject Property and are not legally responsible nor does this Permanent Easement create an obligation upon the Grantees for changes, alterations and modifications to any part or parts of the Subject Property described herein, in the past, present or future, which may be affected in any manner by any change or changes in the course of the creek or waterway, by any accretion or erosion, or evulsion, or alluvion or combination thereof, touching or concerning any part of said Subject Property.

This Permanent Easement shall be perpetual and exclusive to Grantees and shall run in favor of the respective parties, hereto, its successors and assigns.

Dated this 27th day of October, 2021.

RONALD D. DAVIS LIVING TRUST and
JACKIE J. DAVIS LIVING TRUST

Ronald D. Davis
RONALD D. DAVIS, TRUSTEE

Jackie J. Davis
JACKIE J. DAVIS, TRUSTEE

STATE OF OKLAHOMA, COUNTY OF Oklahoma, SS.

This instrument was acknowledged before me on this 27th day of October, 2021 by Ronald D. Davis and Jackie J. Davis, Trustees of the Ronald D. Davis Living Trust, and the Jackie J. Davis Living Trust.

My Commission Expires: 3/14/2023
My Commission No. 1900-2-102



Robert Bluck
Notary Public

ACCEPTED by The City of Oklahoma City
this 9th day of November, 2021

Amy K. Simpson
City Clerk



WITNESSE for form and legality
Patricia Mann
Assistant Municipal Counselor

2/20

ATTACHMENT A

The South Twenty (20) feet of the South Fifty (50) feet of the North line of the East Half (E/2) of the West Half (W/2) of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4), Section Eighteen (18), Township Eleven (11) North, Range One (1) West, of the Indian Meridian, Oklahoma City, Oklahoma County.

mwe

RETAIL WATER SALES AGREEMENT

This Retail Water Sales Agreement (hereinafter referred to as "Agreement") is made effective as of the latter signature date hereof (the "Effective Date") by and between The City of Midwest City, a municipal corporation (hereinafter referred to as "City") and Ronald D. and Jackie J. Davis Trusts (Ronald D. and Jackie J. Davis, co-trustees) (doing business as Davis Paint and Collision, Inc.) (hereinafter referred to as "Customer") (City and Customer being collectively referred to herein as the "Parties").

RECITALS

WHEREAS, the City owns and operates a water system that provides potable water to its customers (hereinafter referred to as "City System"); and

WHEREAS, the Customer owns property located at the East ½ of the West ½ of the Northeast ¼ of the Northeast ¼ of Section 18, Township 11 North, Range 1 West of the IB&M, Oklahoma County, Oklahoma, (containing 10 acres MOL) a/k/a 10830 Southeast 29th Street, Oklahoma City, OK 73130-7724; and

WHEREAS, the Customer operates an auto body paint and collision shop consisting of the auto body work shop, offices, outdoor automobile parking, grassy areas near Southeast 29th Street and wooded areas behind the offices and parking lot; and

WHEREAS, the above-described property is located within the corporate city limits of the City of Oklahoma City; and

WHEREAS, the City of Oklahoma City's water system does not extend to the above-described property; and

WHEREAS, the City System is located immediately across the street (to the North) from the above-described property; and

WHEREAS, the above-described property is currently being serviced by water wells; and

WHEREAS, near the above-described property in the Eagle Industries Superfund Site, clean-up of which is being overseen by the Oklahoma Department of Environmental Quality; and

WHEREAS, the Eagle Industries Superfund Site includes contamination of both the soil and groundwater with Trichloroethylene (TCE) and 1,2-Dichloroethane (1,2-DCA); and

WHEREAS, the buildings and water wells on the above-described property existed before the clean-up of the Eagle Industries Superfund Site commenced; and

WHEREAS, the water wells on the above-described site are contaminated with the same contaminants or daughter products of the contaminants located at the Eagle Industries Superfund Site; and

WHEREAS, the City of Oklahoma City and the Customer have reached an agreement allowing the Customer to purchase potable water from the City; and

WHEREAS, City and Customer desire to enter into a Retail Water Sales Agreement as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Agreement Term.** This agreement shall commence on the Effective Date and remain in effect for five (5) years from the Effective Date. This agreement may be renewed by the Parties for two (2) additional five (5) year period.
2. **Permission.** The City hereby grants the following permissions to the Customer:
 - a. To connect and/or to maintain the connection to the City System.
 - b. Said connection shall be at the point identified in Attachment "A".
 - c. Said connection shall be installed by a licensed plumber approved by the City or designee. Prior to any connection to the City System, Customer shall submit plans and specifications, prepared by the licensed plumber. An engineer for the City shall review and approve the plans and specifications.
 - d. Said connection shall only supply potable water to the Customer's auto body shop and offices. Potable water from the City System shall not be used for any other purpose without written consent from the City or designee.
3. **Rates and Payment.** Customer shall be billed at the rates established in Section 43-64 of the City's Municipal Code or future rates as established by the City in its Municipal Code. The amount billed to the Customer shall be based on water usage as determined by the flow of water through the meter. Customer shall be billed monthly by the City and Customer shall pay in accordance with Section 43-67 of the City's Municipal Code. Any delinquent payments or actions taken due to failure to pay shall be governed by Sections 43-67 and 43-68 of the City's Municipal Code.
4. **Customer's Duties and Responsibilities.** Except as modified herein, the Customer shall, at its own expense:
 - a. Hire a licensed plumber, approved by the City, to make the connection to the City System;
 - b. Incur all costs of construction for the connection, meter fees, tap fees and system development changes applicable to any new connection;
 - c. Incur all costs to test and make repairs to the meter upon request of the City; and
 - d. Incur all costs to disconnect from the City System.
5. **Customer's Meter and Connection.** Customer's meter and connection shall be installed per the City's requirements and remain within the utility easement for the associated main. Once installed, the service, meter, meter components, meter box become the property of the City. Eighteen inches (18") beyond the meter shall be the determining point for the start of "private infrastructure." The water meter will be provided by the City after all fees and accounts are established. Inspection of the service connection and meter is required at the time of the completion of installation. The Customer shall not be deemed to be an employee or agent of the City. The City shall not have any control nor takes any responsibility for the Customer's meter or connection.

6. **Construction.** All construction to connect the Customer to the City System shall be in accordance with the City's building codes, adopted at the time of construction. Additionally, a double check valve shall be installed on the service line within ten feet (10') of the point of entry.
7. **Access and Testing.** Customer hereby grants the City access to the water meter for Customer's connection. The City has the right to read and/or test the meter at any time. If the City has reason to believe the meter is not operating within specifications, the City may request the customer test the meter. If the test finds that the meter is not operating within specifications, the City may require the Customer to repair the meter. The City shall have the right to adjust charges to the Customer based on the findings that the meter was not operating within specifications. Any test that demonstrates that the meter was operating more than 3% higher or lower than the actual volume test shall be deemed that the meter was not operating within specifications.
8. **City's Duties and Responsibilities.** Except as modified herein, the City shall:
 - a. Notify the Customer in the event the City finds its necessary to temporarily stop the flow of water to the Customer to make repairs to the City System;
 - b. Make repairs to the Customer's meter in the event any damages occur due to the temporarily stoppage of the flow of water due to the need of the City to make repairs; and
 - c. Allow only one connection to the Customer.
 - d. Notify the Customer in the event the City finds it necessary to temporarily stop or reduce the flow of water to the Customer due to an emergency, Act of God, water rationing, or suspension of water service to all customers on the City's System due to a reason other than to make repairs. Customer shall not hold the City responsible for any loss, cost or expense resulting from the reduction or suspension of the supply of water.
9. **City Delegation.** The City hereby delegates the authority to amend this agreement or to make any approvals under this agreement to the City Manager. The City Manager may delegate this authority to any City Employee or City Contractor as necessary.
10. **Notices.** All notices required by this Agreement shall be in writing, delivered either in person or by first class mail to the following

City of Midwest City
c/o of the City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110

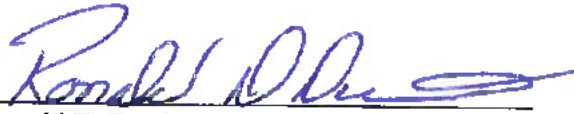
Ronald D. and Jackie J. Davis Trusts
c/o Ronald and Jackie Davis, co-trustees
10830 Southeast 29th Street
Oklahoma City, OK 73130-7724

11. **General Provisions.**


- a. **Amendment.** Any Amendment to this Agreement shall be in writing and executed by the Customer and the City or City's designee.
- b. **Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Oklahoma and the City Ordinances of the City of Midwest City. Any matter filed concerning this Agreement shall be filed in the District Court for Oklahoma County after all administrative processes have been exhausted.
- c. **City Liability.** Any claims filed against the City shall be filed in accordance with the Oklahoma Governmental Tort Claims Act, Title 51 of the Oklahoma Statutes, Section 151 *et seq.*
- d. **No Creation of Rights.** The Customer hereby acknowledges that by entering into this agreement does not create any rights of the Customer to any property owned or under the control of the City, nor creates any rights to the City System. The City hereby acknowledges that this agreement does not create any rights of the City to any property owned by the Customer, unless specifically expressed herein.
- e. **Termination.** Either Party has the right to terminate this agreement by giving sixty (60) days written notice to the other party. Additionally, this agreement shall automatically terminate in the event the City of Oklahoma City extends water service to the Customer in accordance with the agreement entered into between the Customer and the City of Oklahoma City.
- f. **Complete Agreement.** The Parties agree that this is the complete Agreement and no statements, representations or discussions not set forth herein or not contained in any written Amendment shall be binding on the Parties and no Party is or shall be bound by any statement or representation that does not conform to this document. No agent or any Party to this Agreement has the authority to alter, modify or change this Agreement except as expressly provided herein. This Agreement shall be read as a whole and shall not be interpreted either for or against either party.
- g. **Open Records Act.** Customer understands that all records of the City, including this Agreement are open to the public for inspection, review and mechanical reproduction in accordance with the Oklahoma Open Records Act, Title 51 of the Oklahoma Statutes, Section 24A.1 *et seq.*
- h. **Non-Transferable.** This Agreement cannot be transferred to any third party without written permission of the other party. Any attempt to transfer this Agreement to a third party without the written consent of the other party nullifies and makes void the Agreement.
- i. **Change in Ownership.** Should the Customer sell or transfer the property to a third-party, the new owner shall be required to obtain a new agreement from the City. Any new agreement will not be unreasonably denied.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

RONALD D. AND JACKIE J. DAVIS TRUSTS



Ronald D. Davis
Co-Trustee



Jackie J. Davis
Co-Trustee

Date: 10-18-21

Date: 10-18-21

APPROVED by the City Council and signed by the Mayor for the City of Midwest City,

this _____ day of _____, 2021.

City Clerk

Mayor

Approved as to form and legality:

City Attorney



Public Works Administration

R. Paul Streets, Director
pstreets@midwestcityok.org

405-739-1061

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

405-739-1062

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

To: Honorable Mayor and Council

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

Date: December 14th, 2021

Subject: Discussion and consideration of adoption, including any possible amendment to, awarding a bid and entering into a contract for the third round of Moving Midwest City Forward 2018 G.O. bond asphalt street paving projects with A-Tech Paving Co., in an amount not to exceed \$2,500,000.

On Tuesday November 30th, 2021 the City of Midwest City opened bids for the third round of Moving Midwest City Forward 2018 G.O. bond asphalt street paving projects. A-Tech Paving submitted the lowest and best price meeting specifications. A-Tech Paving has completed the first two phases of the asphalt street paving projects.

Over the past two phases, A-Tech Paving has met the expectations of Public Works with their workmanship, communication, and availability to staff.

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

Patrick Menefee, P.E.,

Public Works City Engineer

Enc. Bid Tabulation Sheet

Letter of Recommendation



December 1, 2021

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 Asphalt Phase 3,
2018 Bond Issue

Dear Mr. Menefee:

Enclosed is the bid tabulation and for the bids received on **November 30, 2021** for the above referenced project. Following are the apparent bid results.

Engineer's Estimate	\$2,331,445.22
CONTRACTOR	BID
A-Tech Paving	\$2,497,641.30
Silver Star Construction	\$2,562,505.55

Upon review of the bid documents, it was noted that the item total for Bid Item #13 on Silver Star Construction's bid packet was written incorrectly. However, the total bid amount is correct. Therefore, this does not affect the outcome of the bid. Bid Quantities were adjusted to meet the NTE amount as per stated in documents. Based on these bid results, award of a contract is recommended for the above referenced project in the following amount to the lowest responsible bidder, **A-TECH PAVING**:

TOTAL AWARD AMOUNT..... **Not to Exceed 2,500,000.00**

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

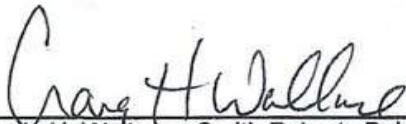
Craig H. Wallace
Project Manager

cc: File #115726

BIDS RECEIVED November 30, 2021

BID TABULATION FOR CITY OF MIDWEST CITY STREET REHABILITATION, ASPHALT, PHASE 3 - 2018 BOND ISSUE

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT	ENGINEER'S ESTIMATE		A-TECH PAVING		SILVER STAR CONST.	
				UNIT BID	AMOUNT	UNIT BID	AMOUNT	UNIT BID	AMOUNT
1	UNCLASSIFIED EXCAVATION	1,000.00	CY	\$ 6.20	6,200.00	19.25	19,250.00	40.00	40,000.00
2	UNCLASSIFIED BORROW	250.00	CY	\$ 7.11	1,777.50	24.25	6,062.50	50.00	12,500.00
3	AGGREGATE BASE, TYPE "A"	300.00	CY	\$ 42.16	12,648.00	79.65	23,895.00	90.00	27,000.00
4	STABILIZED SUBGRADE	20,000.00	SY	\$ 4.85	97,000.00	4.65	93,000.00	5.85	117,000.00
5	SHOULDER WORK WITH MILLINGS	15,120.00	LF	\$ 5.00	75,600.00	2.75	41,580.00	2.15	32,508.00
6	NT TACK MATERIAL	18,500.00	GAL	\$ 5.90	109,150.00	4.95	91,575.00	2.50	46,250.00
7	SUPERPAVE, TYPE S3 (PG 64-22 OK)	8,500.00	TON	\$ 62.75	533,375.00	77.55	659,175.00	83.55	710,175.00
8	SUPERPAVE, TYPE S4 (PG 70-28 OK)	1,202.00	TON	\$ 88.00	105,776.00	97.50	117,195.00	110.00	132,220.00
9	SUPERPAVE, TYPE S4 (PG 64-22 OK)	8,874.00	TON	\$ 110.20	977,914.80	91.45	811,527.30	98.45	873,645.30
10	SUPERPAVE, TYPE S3 (PATCH) (PG 64-22 OK)	1,225.00	TON	\$ 155.00	189,875.00	245.00	300,125.00	115.00	140,875.00
11	COLD MILLING PAVEMENT	45,000.00	SY	\$ 1.79	80,550.00	2.85	128,250.00	4.85	218,250.00
12	6" DOWELL JOINTED PCC PAVEMENT	41.00	SY	\$ 31.89	1,307.49	65.00	2,665.00	150.00	6,150.00
13	1'-8" COMBINED CURB AND GUTTER (6" BARRIER)	123.00	LF	\$ 7.59	933.57	25.00	3,075.00	70.00	8,610.00
14	6" CONCRETE DRIVEWAY	9.00	SY	\$ 59.82	538.38	80.00	720.00	165.00	1,485.00
15	MANHOLES ADJUST TO GRADE	1.00	EA	\$ 775.62	775.62	600.00	600.00	2,560.00	2,560.00
16	VALVE BOXES ADJUST TO GRADE	1.00	EA	\$ 372.70	372.70	200.00	200.00	1,250.00	1,250.00
17	METER BOXES ADJUST TO GRADE	1.00	EA	\$ 647.48	647.48	400.00	400.00	1,800.00	1,800.00
18	18" R.C. PIPE CLASS III	20.00	LF	\$ 55.63	1,112.60	71.00	1,420.00	70.00	1,400.00
19	24" R.C. PIPE CLASS III	20.00	LF	\$ 65.98	1,319.60	75.00	1,500.00	80.00	1,600.00
20	18" PREFAB. CULVERT END SEC., ROUND	1.00	EA	\$ 504.57	504.57	1,000.00	1,000.00	1,275.00	1,275.00
21	24" PREFAB. CULVERT END SEC., ROUND	1.00	EA	\$ 859.24	859.24	1,100.00	1,100.00	1,525.00	1,525.00
22	REMOVAL OF CURB AND GUTTER	123.00	LF	\$ 6.40	787.20	10.50	1,291.50	18.00	2,214.00
23	REMOVAL OF CONCRETE PAVEMENT	41.00	SY	\$ 5.51	225.91	10.50	430.50	18.00	738.00
24	REMOVAL OF ASPHALT PAVEMENT	27,500.00	SY	\$ 3.99	109,725.00	4.50	123,750.00	3.85	105,875.00
25	REMOVAL OF PAVED DRIVEWAY	9.00	SY	\$ 13.07	117.63	10.50	94.50	52.00	468.00
26	REMOVAL OF EXISTING PIPE	39.00	LF	\$ 11.95	466.05	20.00	780.00	40.00	1,560.00
27	TRAFFIC STRIPE (PLASTIC) (4" WIDE)	35,000.00	LF	\$ 0.53	18,550.00	1.35	47,250.00	1.25	43,750.00
28	TRAFFIC STRIPE (PLASTIC) (24" WIDE)	182.00	LF	\$ 7.34	1,335.88	15.00	2,730.00	21.00	3,822.00
29	CONSTRUCTION TRAFFIC CONTROL	1.00	EA	\$ 1,000.00	1,000.00	16,000.00	16,000.00	16,500.00	16,500.00
30	CONSTRUCTION STAKING LEVEL II (TYPICAL)	1.00	LS	\$ 1,000.00	1,000.00	1,000.00	1,000.00	9,500.25	9,500.25
TOTAL BASE BID				\$2,331,445.22		\$2,497,641.30		\$2,562,505.55	



Craig H. Wallace - Smith Roberts Baldischwiler, LLC
Project Manager

2-Dec-21

Date



Public Works Administration

R. Paul Streets, Director
pstreets@midwestcityok.org
405-739-1061

Patrick Menefee, PWA City Engineer
pmenefee@midwestcityok.org
405-739-1062
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

To: Honorable Mayor and Council

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

Date: December 14, 2021

Subject: Discussion and consideration, including any possible amendment, of approving and entering into a contract extension agreement with Smith, Roberts, Baldischwiler, LLC (S.R.B.) for the construction administration and inspection services associated with the Moving Midwest City Forward 2018 Bond Proposition I, Street Rehabilitation in an amount not to exceed \$212,400.00.

Staff has successfully renegotiated the extension of the original contract with Smith, Roberts, Baldischwiler, LLC (S.R.B.) in the amount not to exceed \$212,400.00. This contract extension is for completion of Concrete Phase I and II and Asphalt Phase II and III for the continued construction administration and inspection services associated with the Moving Midwest City Forward 2018 Bond Proposition I, Street Rehabilitation. Program management and inspection services are desirable for the successful implementation of street rehabilitation projects citywide. The variety of services will vary from project to project and include, but are not limited to, project management, construction coordination and inspections. S.R.B.'s continued assistance will help provide us with the services necessary to insure that these projects are of the highest possible quality, that they are delivered on time and within budget.

This contract will be funded from savings incurred as part of the cost of bond issuance and investment proceeds from bond funds.

Entering into the contract agreement is at the discretion of the City Council.

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

Attachment



ENGINEERING | SURVEYING | PLANNING

SMITH ROBERTS BALDISCHWILER, LLC

CONSULTING ENGINEERS – CERTIFICATE OF AUTHORIZATION No. 3949
100 N.E. 5TH STREET, OKLAHOMA CITY, OKLAHOMA 73104
TEL: 405/840-7094 FAX: 405/840-9116

AGREEMENT

PERSON OR ENTITY PLACING ORDER:

NAME / COMPANY	City of Midwest City/Public Works Department		
ADDRESS	8730 S.E. 15th St.		
CITY, STATE, ZIP	Midwest City, OK 73110		
TELEPHONE	OFFICE: 405-739-1061	CELL:	FAX:
EMAIL	pstreeets@midwestcityok.org		
CONTACT	NAME: Mr. Paul Streets	TITLE: Public Works Director	

PERSON OR ENTITY RESPONSIBLE FOR PAYMENT (“CLIENT”):

CHECK IF SAME AS ABOVE

NAME / COMPANY			
ADDRESS			
CITY, STATE, ZIP			
TELEPHONE	OFFICE:	CELL:	FAX:
EMAIL			
CONTACT	NAME:	TITLE:	

PROJECT NAME/DESCRIPTION: Construction Management & Inspection for 2018 Bond Program

SCOPE OF SERVICES: See Exhibit A

FEES AND EXPENSES: SEE EXHIBIT B. DESCRIBE: Fee is shown in Exhibit B-1

This is Hourly, Not to Exceed \$212,400.00

PAYMENT TERMS: 30 DAYS OTHER: _____

SRB PROJECT MANAGER: Craig Wallace **E-MAIL ADDRESS:** craig.wallace@srbok.com



TERMS

For the consideration recited and mutual promises herein made, incorporating Page 1 as if set forth fully herein, the parties agree:

1. Location of Underground Utilities. The underground utilities shown on any plans or drawings produced or provided by SRB pursuant to this agreement have been located from field survey information, existing drawings, and other available information. SRB makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned, or that the utilities shown are in the exact location indicated. SRB does not physically locate any underground utilities, therefore, unless otherwise expressly provided herein, SRB shall not be responsible for determining the exact location of any underground utilities. Client agrees that the contractor who performs the work shall be required to comply with all applicable statutes, ordinances, codes, rules, and regulations, and specifications regarding location of underground utilities, and shall be required to verify the accuracy of all measurements and the physical location of all underground utilities prior to commencing work or ordering materials.

2. Default/Remedies; Lien. Should either Party breach this agreement, the prevailing Party in any litigation shall have the right to recover all of such party's reasonable expenses and costs incurred by reason of such litigation, including, but not limited to, attorney's fees, court costs, and costs of suit preparation. Upon breach of this agreement by Client, Smith Roberts Baldischwiler, LLC ("SRB") may without notice or demand file a lien on the property for or upon which services have been performed and Client shall be responsible for all costs of filing, prosecution, and release of said lien, including but not limited to court costs, litigation costs, expenses, and attorneys' fees, in addition to any other remedies allowed by law.

3. Miscellaneous. In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, such provisions shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to this Agreement to the extent possible and in any event, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. SRB may terminate this agreement upon thirty (30) days written notice to Client, and in such event SRB shall be entitled to payment for all sums due up until the effective date of termination. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Oklahoma. Jurisdiction and Venue shall lie exclusively in the state and federal courts located Oklahoma County, Oklahoma. This Agreement is a final expression of the intent of the Parties and shall be modified only by a duly executed written instrument signed by both Parties. Failure to pursue any legal or equitable remedy or right available to a Party shall not constitute a waiver of such right, nor shall any such forbearance, failure or actual waiver imply or constitute waiver of subsequent default or breach. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such provision. Notwithstanding any other provision of this Agreement, neither party will be liable to the other for any punitive, indirect, special, consequential or incidental damages whatsoever, even if the parties were notified of the likelihood or possibility of such damages. The captions to the sections of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation. This Agreement shall be binding upon the Parties hereto, their respective heirs, successors and assigns, but shall not be assigned by any party hereto without the written consent of the other party. This Agreement may be executed in counter parts, each of which will be deemed an original and all of which together will constitute one instrument.

4. Progressive Billing / Late Payments. Unless provided otherwise herein, all work in progress may be invoiced monthly and is due within thirty (30) days from date of invoice. All past due payments bear interest at the rate of 1.5% per month. If payments are past due, in addition to its right to collect, SRB may suspend work or refuse to deliver the work ordered.

**PERSON OR ENTITY
PLACING ORDER:**

**PERSON OR ENTITY
RESPONSIBLE FOR PAYMENT:**

Name: _____ Date _____
Title: _____

Name: _____ Date _____
Title: _____

SRB:

Name: _____ Date _____
Title: _____

EXHIBIT A

CITY OF MIDWEST CITY 2018 MOVING FORWARD BOND PROGRAM
PROPOSITION #1 - STREETS
SCOPE OF SERVICES

Construction Administration and Inspection Services

- (1) The Engineer shall provide administration of the construction contract during construction and until final payment is made to the Construction Contractor. The Engineer will have the authority to act on behalf of the City only to the extent provided in this Contract, unless otherwise modified by written instrument.
- (2) Meet with the City or its representatives at any time requested for consultation or conference.
- (3) Assist in coordination of pre-work conferences for the Construction Contractor, the City and all other interested parties. The City will issue all work orders for the project.
- (4) The Engineer is not required to provide construction staking but will periodically review the Construction Contractor's construction staking survey field notes and the actual staking to verify line and grade is in accordance with the Bidding Documents.
- (5) Provide interpretation of the plans and specifications in accordance with the intent of the Bidding Documents. Such interpretations shall be made upon request of the City and its representatives or the Construction Contractor, to safeguard the City against defects and deficiencies in the construction. When making such interpretations and decisions, the Engineer will endeavor to secure faithful performance by the Construction Contractor. The Engineer does not guarantee the performance of the contract by the Construction Contractor, nor is it responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and it shall not be responsible for a Construction Contractor's failure to carry out the work in accordance with the Bidding Documents.
- (6) Perform coordination of the work of inspection bureaus and laboratories selected by the City for the inspection and testing of construction materials. Receive reports and recommend approval or rejection of the materials based upon reports made by such laboratories or bureaus. The costs of all such tests and inspection by laboratories or bureaus will be paid by the City.

- (7) Review and recommend approval of testing laboratory claim vouchers.
- (8) The Engineer shall visit the site at intervals appropriate to the stage of construction to assess the progress and quality of the work by the Contractor and will regularly review the Contractor's field markups. The Engineer will further determine, in general, if the work is being performed in a manner indicating that the work, when completed, shall be in accordance with the Bidding Documents. The Engineer will review reports generated and services completed by the Inspector per Subtask D.20 of this Contract and will keep the City informed of progress of the work, and will endeavor to guard the City against defects and deficiencies of the work. The Engineer does not guarantee the performance of the contract by the Construction Contractor, nor is it responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and it shall not be responsible for a Construction Contractor's failure to carry out the work in accordance with the Bidding Documents.
- (9) Review all necessary information for monthly estimates (**within seven (7) calendar days of receipt from the contractor**) of the quantity of work performed, and review the claim vouchers for payments to be made to the Construction Contractor during the progress of the work and upon completion of any and all work and report the same to the City.
- (10) Review the Construction Contractor's final request for payment (**within seven (7) calendar days of receipt from the contractor**) and certify that, to the best of its knowledge and industry standards, the completed work conforms to plans and specifications.
- (11) In addition to reports generated by the Inspection per Subtask 21 below, prepare and keep a record of the work performed by any contractor on this project and file with the City a monthly progress report covering the work performed by the contractor(s). The progress report shall be attached to the Construction Contractor's claim for partial or monthly payment.
- (12) Except as otherwise provided in this contract, communications with the Engineer's consultants will be through the Engineer. Communications with the Construction Contractor's subcontractors and material suppliers will be through the Construction Contractor. Communications with other City contractors will be through the City. The Engineer shall be available at all times for the purpose of communication.
- (13) The Engineer shall recommend to the City Engineer, or designee, rejection of work that does not conform to the Bidding Documents. At any time during construction, the Engineer may be given the authority to require additional inspection or testing of the work by the City Engineer.

- (14) The Engineer shall review for conformance with Bidding Documents, and approve or take other appropriate action upon the Construction Contractor's submittals, such as shop drawings, product data and samples. The Engineer's review of submittals will be promptly completed, but no longer than fourteen (14) calendar days from receipt of submittals. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Construction Contractor as required by the Bidding Documents. The Engineer's review of the Construction Contractor's submittals will not relieve the Construction Contractor of its contractual obligation to the City as required by the Bidding Documents. The Engineer's review of the Construction Contractor's submittals will not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- (15) The Engineer shall reply to the Construction Contractor's requests for information, prepare clarification drawings, prepare change orders, field orders, amendments, field changes and construction change directives. The Engineer may recommend minor changes in the work, not inconsistent with the intent of the Bidding Documents. Such recommended changes shall be made by written order approved by the City Engineer and shall be binding upon the Construction Contractor.
- (16) The Engineer shall conduct observations and inspections to determine the quality of work to be accepted and the date or dates of final completion and acceptance. The Engineer shall receive and forward to the City all written warranties and any related documents required by the Bidding Documents and assembled by the Construction Contractor. The Engineer will recommend approval of the Construction Contractor's final certificate of payment upon completion of the work and compliance with the requirements of the Bidding Documents.
- (17) The Engineer will review daily reports furnished by the Inspector to evaluate and determine compliance with the Bidding Documents. Significant variations between reported conditions and the Bidding Documents shall be verified by the Engineer and resolved with the Construction Contractor and the City. The Engineer's duty to review daily reports and initiate remedial action shall not extend to the Construction Contractor's construction means, methods, techniques, sequencing or procedures or for safety precautions and programs in connection with the work.

(18) The Engineer shall maintain a record (“log”) of all documents it receives, creates or transmits during the construction of the project. The log shall include time requirements of responses if needed.

(19) Maintaining Project Schedule

(a) The Contractor will submit a proposed Project Schedule to the Engineer for review prior to the Pre-Work Conference. The Engineer will analyze the proposed Project Schedule prior to the Pre-Work Conference and advise the City Engineer as to whether the Contractor is likely to complete the Project within the time requirements in the Contract Documents. The City Engineer, Engineer, and Contractor will review the Project Schedule at the Pre-Work Conference and the Contractor will make such adjustments as may be directed by the Engineer. Adjustments to the proposed Project Schedule directed by the Engineer or City Engineer will not alter or absolve the Contractor’s responsibility for completion of the Project and all Work within the time requirements in the Contract Documents. The Project Schedule, as reviewed and revised at the Pre-Work Conference, will be the initial Project Schedule for the Project and all Work to be completed within the time requirements in the Contract Documents, and is considered incorporated herein.

(b) The Engineer will review the Contractor’s Project Schedule submissions, compliance and revisions monthly or more frequently as necessary to determine if the Contractor’s Project Schedule accurately describes the progress of the work and if the Project will be completed in accordance with the requirements specified in the Contract Documents. The Engineer will advise the City Engineer if the progress of work in the Project Schedule is not in compliance with the time requirements specified in the Contract Documents.

(c) Throughout the Project, the Engineer will analyze the invoice, any supporting documentation, the submitted Project Schedule, and any pending requests for Change Orders or Amendments. In conjunction with its analysis and certification of the Contractor’s invoices, the Engineer will analyze the updated Project Schedule. If the Project Schedule is unlikely to result in the Project being completed within the time requirements of the Contract Documents, the Engineer will meet with the Contractor to revise and develop a Project Recovery Schedule that will meet the requirements of the Contract Documents. Additionally, the Engineer will advise the City Engineer as to timeliness of completion of the Project and all Work within the Contract Documents, including any time added pursuant to a Change Order approved by the City.

(d) The Contractor will be solely responsible for the timely completion of the Project and all Work within the time requirements of the Contract

Documents, as may be revised by approved Change Orders. Review of the Project Schedule, or any revisions thereto, are not a warranty by the City Engineer, Engineer or the City that the progress of the Work in accordance with the Project Schedule will result in timely completion of the Project and all Work, nor will the City Engineer, Engineer or City be responsible for the Contractor's performance or for the Contractor's timely performance.

- (20) Construction Administration Services shall be performed by the Engineer in accordance with these Basic Services and Exhibit A – Scope of Work. Compensation for Construction Administration Services shall be paid proportional to the completion of the construction and shall not exceed the fee established in Exhibit B-1.

(21) Inspection Services

The Project Site Representative for the Engineer (Inspector) shall perform the following inspection functions/services:

(a) Immediately upon receipt of a Construction Work Order, the Inspector shall be present at the construction site and shall perform continuous inspection of the quality of construction as the construction relates to the contract documents. This includes inspection of the pipe and fittings upon delivery by the manufacturer to verify the pipe and fittings are acceptable.

(b) The Inspector shall immediately notify the Construction Contractor and the City if the work does not conform to the Contract Documents.

(c) The Inspector shall attend all job site meetings and shall report to the City all issues concerning progress, quality assurance, quality control and dispute resolution.

(d) The Inspector shall maintain at the construction site, a copy of all contract documents and other pertinent documents in a orderly manner including a current set of construction documents annotated to include all Project related changes and clarifications. The documents shall include, but not limited to, drawings, specifications, addenda, Requests for Information, Discrepancy and Nonconformance Reports, supplemental drawings, approved shop drawings, approved submittals, approved samples, color schedules, correspondence, accepted schedules, construction change orders, amendments, logs, meeting minutes and a contractor directory.

(e) The Inspector shall maintain all shop drawings, project data or samples in an easily retrievable filing system at the construction site.

(f) The Inspector shall maintain a daily log book or diary, recording all pertinent observations, including but not limited to:

1. Inspector's name, date, time and activities;
2. Weather conditions at the site;
3. The nature and location of work being performed by the Construction Contractor;
4. Identification of any work that the Inspector believes fails to strictly conform to the contract documents, along with the Inspector's actions regarding such observation;
5. Identification of any work determined to be nonconforming, along with the disposition of such nonconformance;
6. Copies of all reports made to the Construction Contractor of nonconforming work;
7. Description of all disputes among the Construction Contractor, Subcontractors and suppliers; and
8. Description of how each dispute is resolved.

(g) The Inspector shall be present at the construction site while work is proceeding and shall provide continuous inspection of the quality of construction. The Inspector will have authority to act on behalf of the City only to the extent provided by this Contract. The Inspector is not responsible for creating or implementing the Construction Contractor's schedules nor for any failure by the Construction Contractor to perform its work in accordance with plans and specifications.

(h) Communications with the Construction Contractor's subcontractors and material suppliers will be through the Construction Contractor. Communications with other City contractors will be through the City. The Inspector shall be available at all times for the purpose of communication.

(i) The Inspector shall coordinate his/her work with other on-site activities performed by the City and the Construction Contractor.

(j) The Inspector may NOT:

1. Authorize deviations from the contract documents.
2. Personally conduct or participate in tests or third party inspections.
3. Assume any of the responsibilities of the Construction Contractor, subcontractors or suppliers.
4. Expedite the work for the Construction Contractor.
5. Advise or issue directions to the Construction Contractor concerning aspects of construction means, method, techniques, sequences or procedures, or safety precautions and programs in connection with the work.
6. Authorize the City to occupy the project in whole or part.
7. Reject work or require special inspection or testing.

Insurance. Prior to beginning work, the Engineer shall obtain and furnish to the Program Coordinator current copies of certificates of insurance required below. The required insurance shall be maintained in full force and effect until completion and acceptance by The City of the Program. The Engineer shall maintain insurance, written with an insurance company acceptable to The City, for the coverages and amounts of coverages not less than those set forth below. Except for professional liability insurance, no claims made policy shall be accepted. Certification of insurance shall be provided by the Engineer. Said insurance certificates shall provide that there may be no termination, non-renewal by the Insurer or reduction of the policy limits by endorsement of such coverage without thirty (30) days prior written notice to The City, in conformance with the provisions of this Contract. The amounts of such coverage shall be:

- A. Adequate workers' compensation coverage to comply with state laws and employer's liability coverage in the minimum amount of \$125,000.
- B. Commercial general liability coverage sufficient to meet The City maximum liability under the Governmental Tort Claims Act (51 O.S. § 151 *et seq.*) and any amendment or addition thereto. The current required minimum commercial general liability coverage is \$125,000 per person for bodily injury or death, \$25,000 for property damage and \$1,000,000 for any number of claims arising out of a single accident or occurrence. All insurance provided hereunder shall name The City as additional insured.
- C. Comprehensive automobile liability coverage sufficient to meet The City' maximum liability under the Governmental Tort Claims Act (51 O.S. § 151 *et seq.*) and any amendment or addition thereto. The current required minimum comprehensive automobile liability coverage is: \$125,000 per person for bodily injury or death, \$25,000 for property damage, and \$1,000,000 for any number of claims arising out of a single accident or occurrence. All insurance provided hereunder shall name The City as additional insured.
- D. Valuable paper insurance in an amount of \$100,000 to assure the restoration in the event of the loss or destruction of any field notes, drawings, documents, summaries, estimates, reports, specifications, data, as-built drawings, renderings, calculations, tracings, computer files, models or plans (collectively referred to as "documents" in this subparagraph) obtained or prepared as a part of this Contract and the delivery of said documents to The City upon the completion, expiration, cancellation or termination of this Contract. The City shall be named as loss payee for its interest only.

- E. Professional liability insurance evidencing the Program Manager's coverage in an amount not less than \$1,000,000. Professional liability insurance shall be maintained for a period of three (3) years after completion of the Program or earlier termination of the Program Manager's services.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this Contract. All policies, unless specified otherwise, shall remain in full force and effect until the completion of the Program or one (1) year after the termination of the Program Manager's services under this Contract.

The lapse of any of the insurance coverages required above is deemed to be a breach of this Contract. The City may at its option suspend, cancel or terminate this Contract until there is full compliance with this paragraph, or cancel and/or seek damages for the breach of this Contract.

Term. It is understood and agreed by and between the parties that it is the intent of the parties that the term of this agreement is for a term of twenty-four (24) months or until the services of Smith Roberts Baldischwiler, LLC. are no longer needed as determined by the City; provided, however, that the parties understand and agree that under the statutes of the State of Oklahoma, the fiscal limitation requires that the initial term of the agreement shall continue through June 30, 2023, with provision, however, that the agreement is subject to renewal by the mutual ratification on or before the first of July for each of the succeeding years along with annual appropriation of funding for this Agreement. In the event of a mutual ratification each year by the parties and accompanying annual appropriation of funding, then the agreement shall expire on or before the thirty-sixth month following the date of approval by the City Council.

EXHIBIT A-1 CONSTRUCTION INSPECTOR ROLES

- Inspect for compliance with ADA standards including ramps, sidewalks, and intersection crosswalks. Coordinate with General Services to ensure compliance and consistency with Transition Plan and compliant documents.
- Inspect asphalt paving, concrete paving, and curb and gutter construction. Compliance to typical thicknesses and yield calculations for quantity and depth verification.
- Observe all third-party testing labs and materials testing required by project specifications. Cross check tests to verify validity of processes.
- Verify construction quantities and compare with contractor representatives for payment monthly or as required by the city engineer.
- Accurately record and submit daily inspection reports that include a detailed description of the work performed and maintain daily quantities of pay items for work completed.
- Track and record weather delays, working day count, and non-working days as allowed by the Standard Specification for Construction and Public Improvements, or as described in the special technical provisions of the contract.
- Inspection of subgrade, soil stabilization processes and aggregate base for grade, compaction, moisture and preparation for paving. This process should also include adherence to plan line and grades.
- Collect all asphalt, concrete, tack coat, milling, dirt, and sod tickets (all measurable materials used to complete the item of work) to be submitted to the project manager.
- Answers question's related to the plans and specifications which are not technical by nature and to represent the City to reach solutions on site which could avoid the need for conflict resolution.
- Attends and participates in preconstruction meetings with department staff, engineers, contractors, developers and other organizations.
- Inspects the installation of STS lines and related structures as required.
- Inspect the installation of Reinforced Concrete boxes or other related formed concrete structures on project.
- Observe all proof rolling and concrete seating operations. Proof rolling to be handled with the inspection of subgrade operations.
- Observe the application of tack coat. This activity is related to the inspection of Asphalt pavements.
- Insure all construction meets the minimum requirements set forth in the plans, project specifications, city standards, Specifications for Construction and Public Improvements, and the city engineer.
- Inspect project sites for installation and maintenance of traffic control devices (daily or as reasonable) to ensure public safety.
- Perform liaison role for the City and the Contractor, as the onsite representative. Understanding when PM or Engineers need to be involved with project decisions.
- Can be first line communications with the design engineers for any technical questions related to the project.
- Assist the Public Works/City Engineering Staff with requested duties and communications to contractor.



EXHIBIT B-1

Date: 10/8/21

Project No.:

PO. No.

SRB Job No.: 115726

**CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE
 (2018 BOND PROGRAM STREET REPAIR**

Engineering Fee : ESTIMATED \$ 212,400.00 Annual Fee
 \$ 8,850.00 Monthly Fee Average

Personnel	Hours	Rate	Total
Principal:	0 Hrs	@ \$210.00	\$ -
Project Manager	240 Hrs	@ \$195.00	\$ 46,800.00
Project Engineer:	0 Hrs	@ \$130.00	\$ -
Engineering Intern:	0 Hrs	@ \$86.00	\$ -
Engineering Technician:	0 Hrs	@ \$120.00	\$ -
Professional Land Suveyor:	0 Hrs	@ \$195.00	\$ -
CADD Technician:	0 Hrs	@ \$110.00	\$ -
Clerical:	185 Hrs	@ \$60.00	\$ 11,100.00
Chief Inspector:	300 Hrs	@ \$135.00	\$ 40,500.00
Inspection:	1200 Hrs	@ \$95.00	\$ 114,000.00
Surveying (2-man Crew)	0 Hrs	@ \$165.00	\$ -
Inspection Overtime	0 Hrs	@ \$130.00	\$ -
Drone Operator	0 Hrs	@ \$120.00	\$ -
SUBTOTAL			\$ 212,400.00
ASSUMED PART TIME SERVICES FOR 18 MONTHS			
BASED ON RATE CATEGORIES LISTED ABOVE			
RATE INCLUDES VEHICLE AND PRINCIPAL TIME AS PART OF OVERHEAD			
TOTAL			\$ 212,400.00



SMITBAL01C

MSCHURIG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/3/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURICA - Oklahoma City 5100 N. Classen Blvd, #300 Oklahoma City, OK 73118	CONTACT NAME: Michelle Schurig PHONE (A/C, No, Ext): (405) 556-2217 FAX (A/C, No): (405) 556-2332 E-MAIL ADDRESS: Michelle.Schurig@INSURICA.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
Smith-Roberts Baldischwiler LLC 100 NE 5th Street Oklahoma City, OK 73104	INSURER A : Continental Insurance Company 35289 INSURER B : Valley Forge Insurance Company 20508 INSURER C : National Fire Insurance Co. of Hartford 20478 INSURER D : Admiral Insurance Company 24856 INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Limited Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6079846635	12/18/2020	12/18/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENE \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6079846649	12/18/2020	12/18/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6079846618	12/18/2020	12/18/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC679846621	12/18/2020	12/18/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			EO00003616905	1/1/2021	1/1/2022	Per Occurrence \$ 1,000,000
A	Property			6079846635	12/18/2020	12/18/2021	Valuable Papers \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Construction Management & Inspection for 2018 Bond Program

Certificate Holder is an Additional Insured with respect to General Liability and Automobile Liability if required or agreed to in a written contract subject to all provisions and limitations of the policy. Certificate holder is loss payee for its interest only on valuable papers insurance for this project. Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 Day Written Notice of Cancellation except 10 Days for Non-Payment of Premium to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

CERTIFICATE HOLDER**CANCELLATION**

City of Midwest City Public Works Department 8730 S.E. 15th Street Midwest City, OK 73110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



Information Technology
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1374
Fax 405.869.8602

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Allen Stephenson, Information Technology Director

DATE: December 12, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of approving the purchase and installation of a 9 x 16 refurbished equipment shelter in the amount of \$86,252.00 from MCG Aerial Solutions, LLC for the second P25 radio communication site located at the Mid-America Clock Tower, as a part of the 2018 Moving Midwest City Forward G.O. Bond project.

As you may recall, part of the 2018 Moving Midwest City Forward G.O. Bond project involved the acquisition and installment of a 3-site P25 radio communications system to help with current coverage and capacity issues. This item is for a refurbished 9x16 equipment shelter to be deployed at the second P25 site located at the Mid-America Clock Tower. The refurbishment of the shelter will restore it to the quality of a newly purchased unit. This project supports our overall communications plan and provides an equipment shelter for the critical emergency radio communications system.

MCG Aerial Solutions, LLC

15448 N CR 3370
Box 639
Stratford, OK 74872
580.759.2075

Quote

Date	Quote #
11/15/2021	222610R

Name / Address
City of Midwest City 100 N Midwest Blvd Midwest City, OK 73110-4327

Rep	Project

Description	Qty	Total
Job Name: Midwest City Shelter Set		0.00
Install 9'x16' slab with 2x2 footings and 6x8 generator slab including connecting to existing ground ring		17,650.00
Set 9x16 Shelter and anchor to the new concrete slab		9,100.00
Install entry port if applicable		950.00
Furnish Rohn 9x16 Pre-Cast Concrete Shelter		58,552.00
Total		\$86,252.00



CELLSITE SOLUTIONS USED
SHELTER REFURB

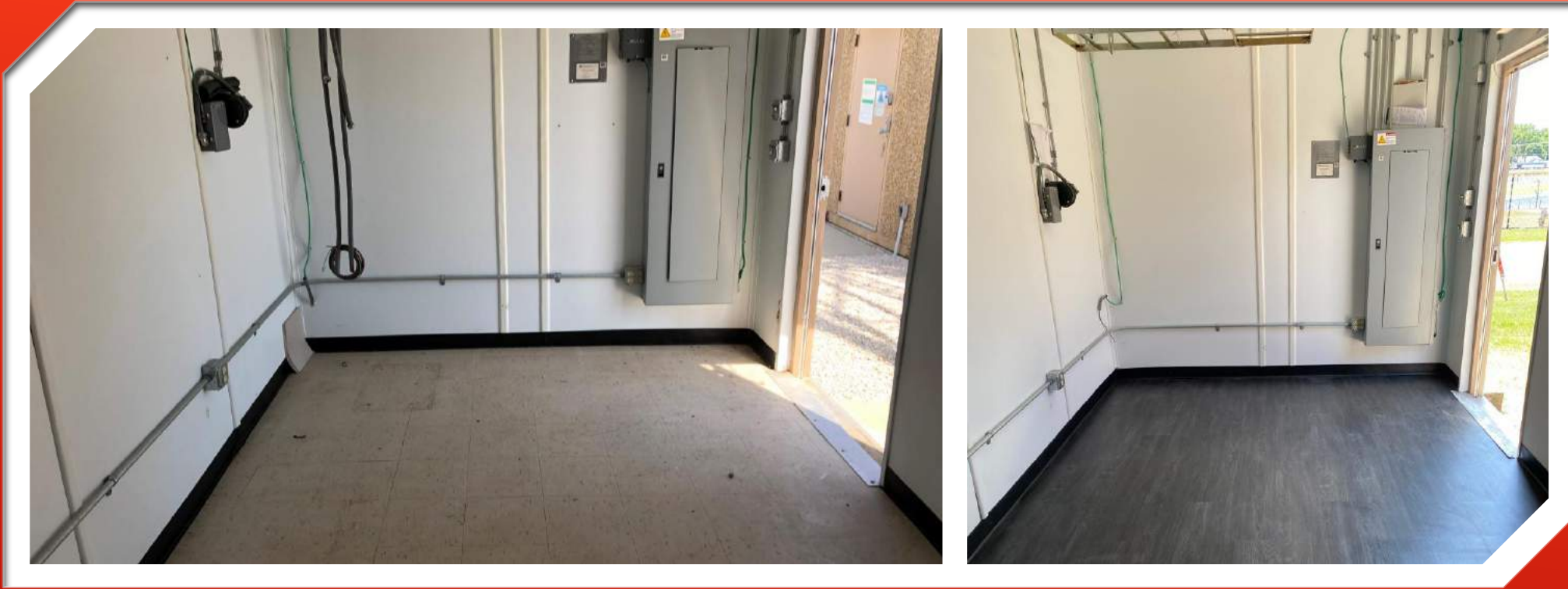


INDIVIDUAL REFURB OPTIONS





USED SHELTER-FULL EXTERIOR REFURB



USED SHELTER-NEW FLOOR OVERLAY

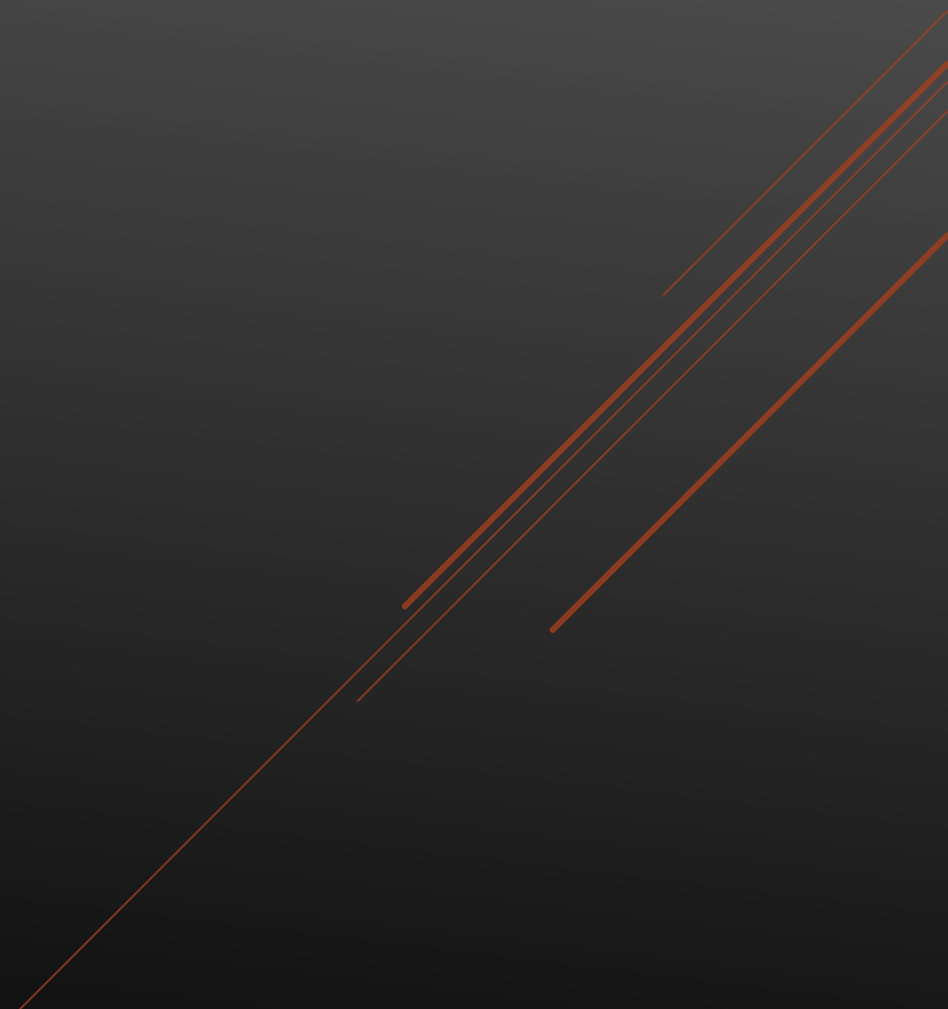


USED SHELTER POLYVINYL ROOF
10 YEAR MANUFACTURE WARRANTY



HVAC REPLACEMENTS
3 TON & 5 TON MARVAIR COMPAC I & II'S IN STOCK-MARVAIR
3 TON BARDS IN STOCK
CERTIFIED HVAC TECHNICIANS

FULL SHELTER REFURB





EXTERIOR-BEFORE/AFTER

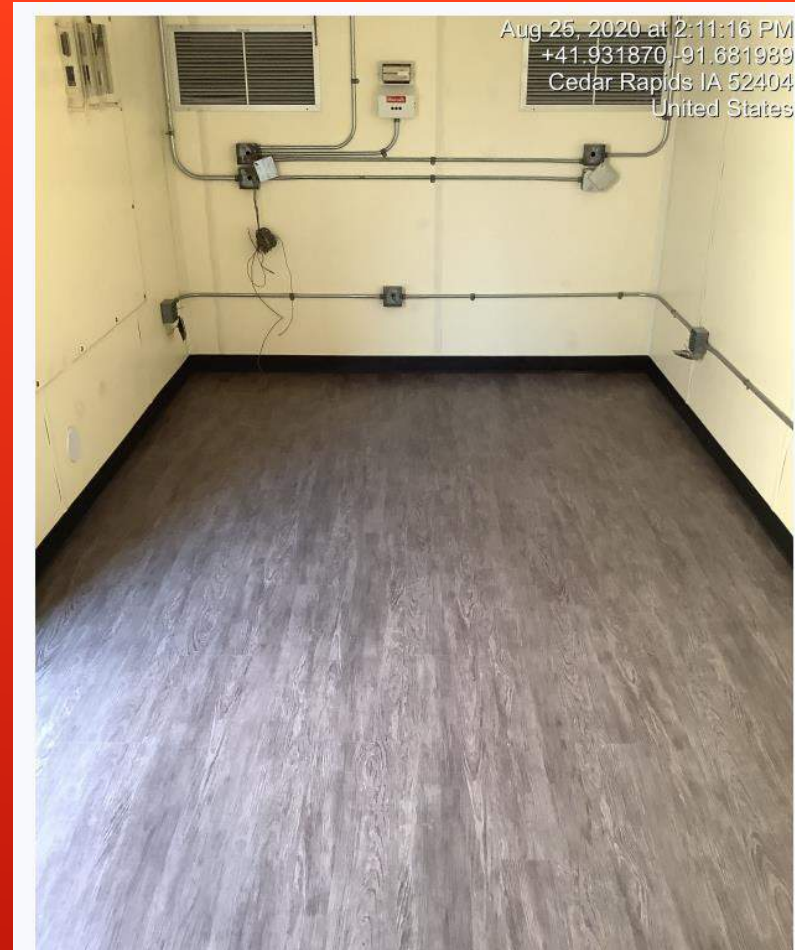
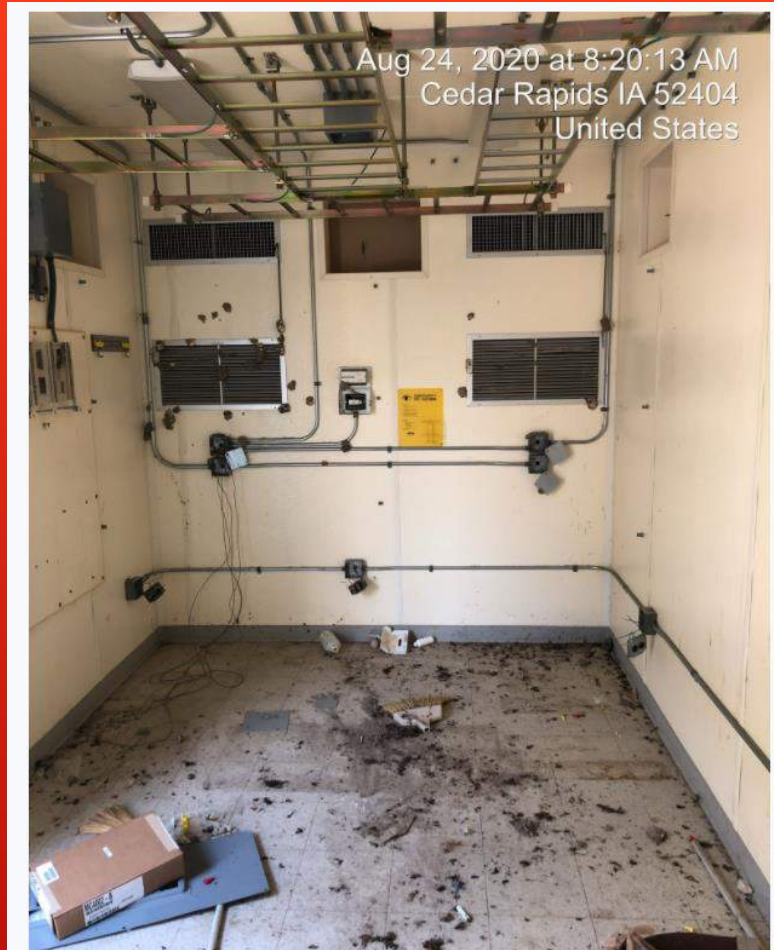


FLOOR-BEFORE/AFTER



ROOF-BEFORE/AFTER





INTERIOR FLOOR-BEFORE/AFTER



EXTERIOR BEFORE/AFTER & HVAC
REPLACEMENT

New Shelter



Used Cellsite Solutions
Refurbished Shelter



NEW VS USED EXTERIOR

New



Used



NEW VS. USED EXTERIOR

New Shelter Interior



Used Shelter Interior



NEW VS USED-INTERIOR



*The Turnkey Solution for All Your
Telecommunication Site & Equipment Needs*



1720 I AVE

CEDAR RAPIDS, IA 52402

OFFICE: 319.826.3404

FAX: 319.826.3415

www.cellsitesolutions.com



SERVICES

LIFECYCLE
MANAGEMENT

DECOMMISSIONING

TURNKEY
INSTALLATION

LOGISTICS &
WAREHOUSING

GUY ANCHOR
INSPECTION &
REMEDIATION

PRODUCTS

SHELTERS

CABINETS

TOWERS

CELL ON WHEELS

GENERATORS

PRE-FAB
FOUNDATIONS

ADMINISTRATIVE

PROFESSIONAL
AND STRAIGHT-
FORWARD
CLOSEOUTS

24-HOUR TURN
AROUND FROM
JOB COMPLETION
TO INVOICING

LIFECYCLE MANAGEMENT

SITE AUDIT | REPAIRS | REFURBISHING | FULL SITE RESTORATION



EXTERIOR FINISH

Apply Concrete Sealant

Apply Exterior Paint

Remove Existing Caulk

Re-caulk Seams/Penetrations

Paint Trim

Paint Door

Paint Awning



HVAC REPAIR/ REPLACEMENT

Licensed
HVAC/Mechanical
Contractor

Provide New HVAC/Lead
Lag Controllers

Old Unit Disposal

New Unit Testing/Startup

HVAC Unit Warehousing





ROOFTOP HVAC REPLACEMENT



ROOFTOP COATING OPTIONS

ELASTOMERIC

100% Acrylic
polymer

Crack, peel, water &
weather resistant

Bright white finish
reduces surface
temperatures &
lowers cooling costs

POLYVINYL

Energy efficient

Water-resistant

Require minimal
maintenance

Highly sustainable,
non-combustible and
100% recyclable

SKY PAVER

Composed of 95%
recycled rubber

Stain, puncture,
scratch & water-
resistant

Ability to withstand
harsh conditions

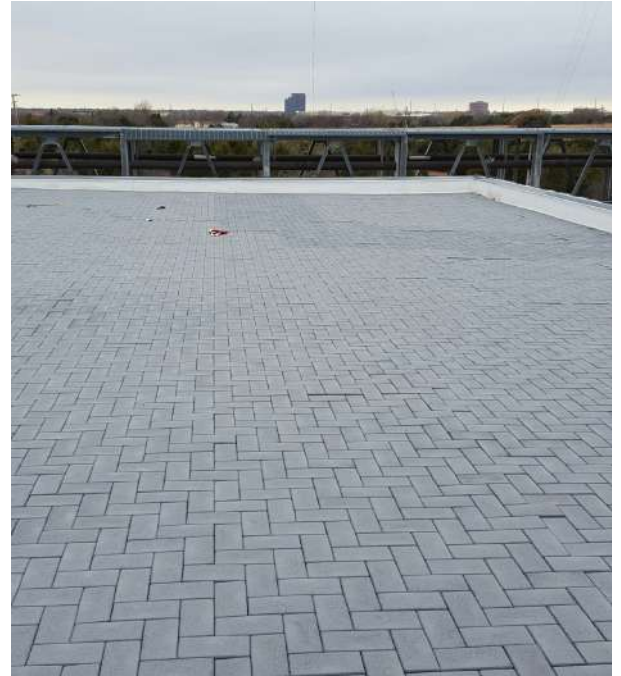
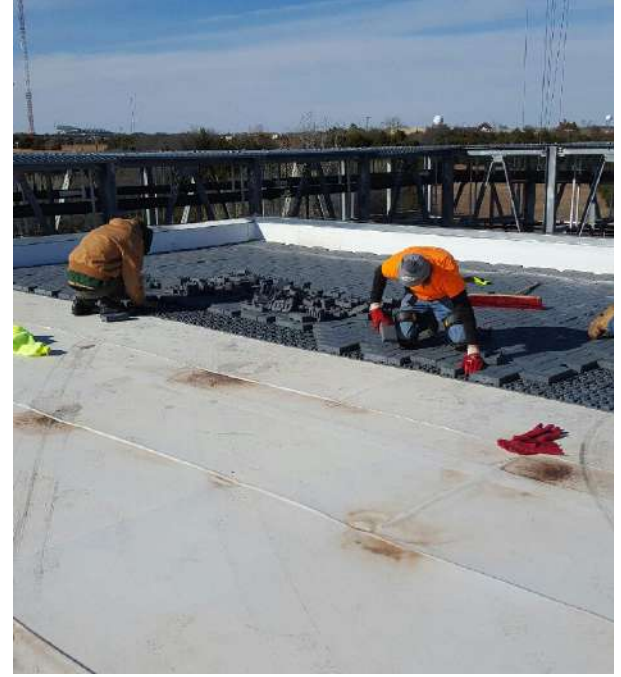
ELASTOMERIC



POLYVINYL



SKY PAVER



INTERIOR REFURBISHING

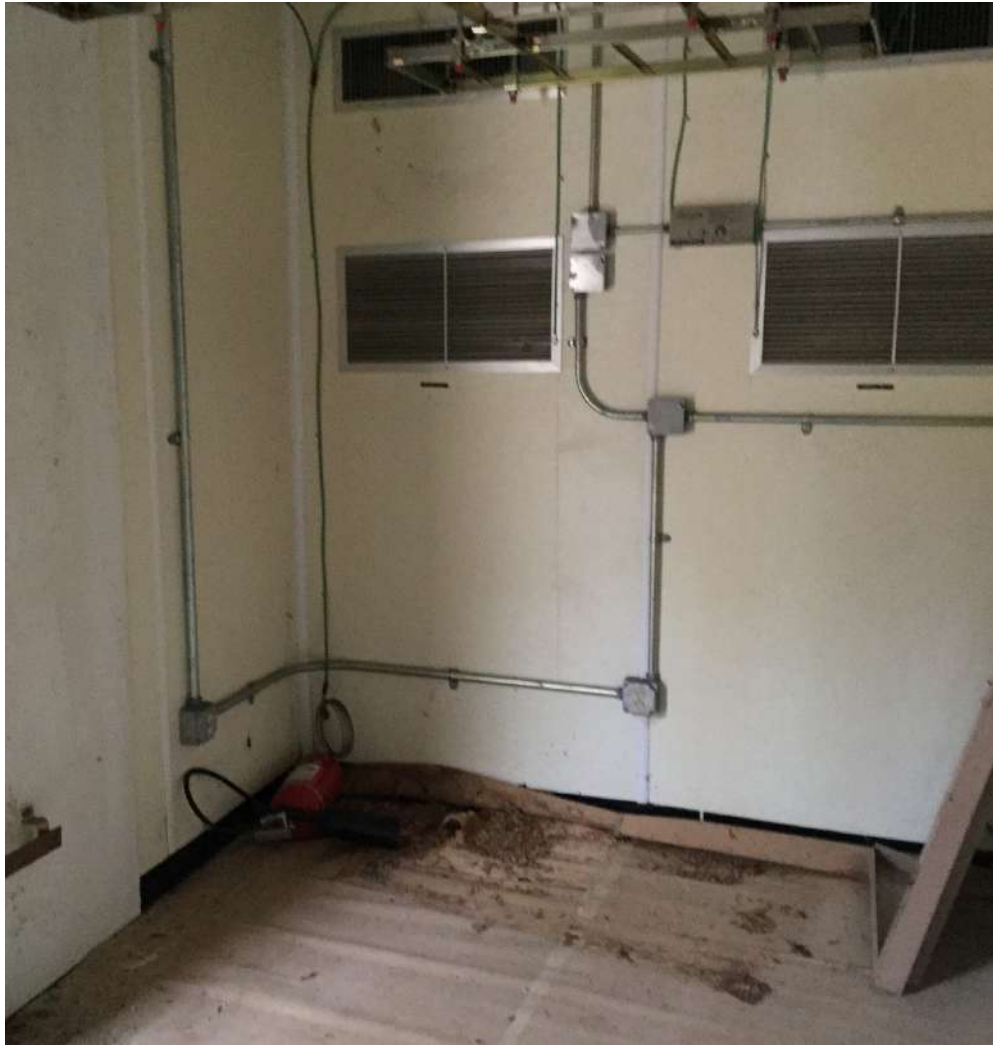


BEFORE



AFTER

INTERIOR REFURBISHING



BEFORE



AFTER

INTERIOR REFURBISHING



BEFORE



AFTER

COMPOUND UPGRADES

Weed remediation, new rock spread & washout correction



BEFORE



AFTER

COMPOUND UPGRADES

Weed remediation, new rock spread & washout correction



BEFORE



AFTER

FENCE REPAIR/INSTALLATION



BEFORE



AFTER

ACCESS ROADS



BEFORE



AFTER

GROUNDING REPAIRS



BEFORE



AFTER

GROUNDING REPAIRS



BEFORE



AFTER

DECOMMISSIONING



REMOVAL & REMEDIATION

FULL COMPOUND REMOVAL



BEFORE



AFTER

TOWER REMOVAL



BEFORE



AFTER

SHELTER REMOVAL



BEFORE



AFTER

CONCRETE PAD REMOVAL



BEFORE



AFTER

INSTALLATION



PRE-FAB FOUNDATIONS | SHELTERS | GENERATORS

TURN-KEY INSTALLATION



PRE-FAB FOUNDATION INSTALL

Fastest foundation solution

Shelter set in 5 hours

Lower labor costs



EQUIPMENT INSTALL

Equipment Rack Installation

Provide, Label & Install
Necessary Cabling

Follow Proper Installation
Standards

Equipment Warehousing

Pre-Construction Meetings

Progress Updates

Post-Construction Closeout
Package



BATTERY REPLACEMENT & INSTALL

Replace Battery Cables

Ability to Transport Batteries
With Proper Hazmat
Endorsements

Use Torque Wrench to Ensure
Proper Tension on Battery
Terminals

Properly Dispose of Old
Batteries Per EPA Standards





GENERATOR INSTALL

Installation of Conduit From
Generator to Service/ATS

Generator Pad Install

Proper Grounding

Installation of Protective
Bollards As Needed

Alarming/Low Voltage Wiring

Logistics/Warehousing



GUY ANCHOR INSPECTION & REMEDICATION

EXCAVATION | ANCHOR CLEANING | COMPACTION & GRADING



EXCAVATION



BEFORE



MEASUREMENTS & INSPECTION



COMPACTION



SOIL TESTING



AFTER

LOGISTICS & WAREHOUSING

NATIONWIDE HEAVY HAUL SHIPPING | 25 WAREHOUSE LOCATIONS

FLEET

LONG AND SHORT HAUL

OVER-DIMENSIONAL

OVERWEIGHT

TRUCKS

2016 PETERBILT
HEAVY HAUL

2013 PETERBILT 389

2014 KENWORTH W900

2012 KENWORTH W900





FLEET

LONG AND SHORT HAUL

OVER-DIMENSIONAL

OVERWEIGHT



TRAILERS

53 FT TRI-AXLE STEPDECK
W/LOADING RAMPS

(2) 48 FT TRI-AXLE STEP
DECKS

QUAD AXLE RGN

210 TON CRANE

LINK BELT ATC 3210 | ALL-TERRAIN | 5-AXLE | 200 FT BOOM | 67 FT JIB



110 TON CRANE

LINK BELT RT 80110

ROUGH TERRAIN

150 FT BOOM

57 FT JIB



USED & SURPLUS PRODUCTS

SHELTERS | CABINETS | COWS | GENERATORS | TOWERS

PREVIOUSLY DEPLOYED SHELTERS

6' X 7' - 12' X 35' UNITS AVAILABLE &
MULTIPLE LAYOUT OPTIONS



OUTDOOR CABINETS



BACK-UP POWER GENERATORS



PORTABLE TOWER SOLUTIONS (COWS)



ADMINISTRATIVE



CONSTRUCTION & PROJECT MANAGEMENT | ASSET TRACKING

CONSTRUCTION MANAGEMENT

From site
audit/pre-construction
meetings to project
completion

Clear communication
between field to office

PROJECT MANAGEMENT

Detailed close out
packages completed
within 24 hours of
project completion

Provide up to date,
weekly project
tracker(s)

CellSite partners
with their clients to
ensure project
expectations are met

ASSET TRACKING

Fine tune detail when
recording serial numbers
from both removed and
newly installed
equipment/assets to
provide client with
viable information

SUCCESSFUL PROJECT COMPLETIONS

WIRELESS

Verizon
US Cellular
T-Mobile

BROADCAST

MediaCom
ComCast

UTILITIES / PIPELINE

Alliant Energy
BHP Billiton
Duke Energy
Kinder-Morgan
Southern Companies

TOWER OWNERS

American Tower
Crown Castle
Vertical Bridge
Tower Co
Insite Wireless

FIBER

Brighthouse Networks
Zayo
UPN

TWO-WAY RADIO

Motorola
Harris



CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

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

ENGINEERING DIVISION
Brandon Bundy, P.E., City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, AICP, Manager
COMPREHENSIVE PLANNER
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Building Official

TO : Honorable Mayor and Council

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


DATE : December 14th, 2021

SUBJECT : Discussion and consideration, including any amendment thereto, of approving Change Order #04 with the Oklahoma Department of Transportation for STP-255N(496)AG, State Job Number 31546(04), Douglas Resurfacing from SE 4th Street to NE 10th Street in the amount of -\$4,955.64.

The attached change order is for the Douglas Resurfacing project recently completed. This change order is a result of minimizing the amount of disturbance so as not to require a state storm water permit. The amount is negotiated on our behalf by ODOT per the project agreement.

The Douglas Resurfacing project is funded by a mix of Federal and City funds which will be accounted for in the final project budget.

Fund balances are determined at closure of project.



Brandon Bundy, P.E.,
City Engineer

Attachment

**Oklahoma Department of Transportation
Change Order**

Contract ID	190183	Primary County	OKLAHOMA	Primary PCN	31546(04)
Change Order Nbr	004	Project	STP-255N(496)AG		
Contract Description	RESURFACE (A.C. AND P.C.) CITY STREET (DOUGLAS BOULEVARD): FROM SE 4TH STREET, EXTEND NORTH IN THE CITY OF MIDWEST CITY. PROJECT LENGTH = 1.240 MILES				
Change Order Type	SUPPLEMENTAL AGREEMENT				
Zero Dollar Change Order	NO	Status	Pending		

General Change Order Description(s): This change order will eliminate pay item #115 (SWPPP Documentation and Management). This project did not have a large enough disturbance to warrant this pay item.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
31546(04)	0115	0640	220 2800	LSUM	\$4,955.64	1.00	1.00	-1.00	0.00	
	Item Description: SWPPP DOCUMENTATION AND MANAGEMENT									This Change: \$-4,955.64
	Supplemental Description 1:									Prev Revised: \$4,955.64
	Supplemental Description 2:									New Revised: \$0.00
										Bid Contract: \$4,955.64
										Net Change: \$-4,955.64
										PCT Change: -100 %

Explanations: The pay item for SWPPP Documentation and Management was not warranted on this project. According to ODOT Standard Specifications Section 220.04.(A), a SWPPP and NOI are required on projects with a disturbance of 1 acre or greater. This project has a disturbance of 0.7 acres, and therefore a SWPPP is not required.

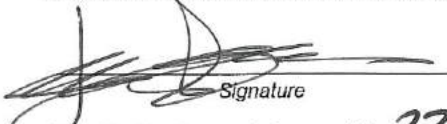
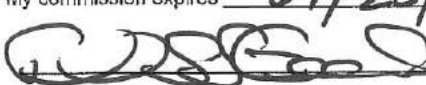
TOTAL VALUE FOR CHANGE ORDER 004 : \$-4,955.64

Contract Time Adjustments
<i>No contract time adjustments are associated with this change order.</i>

Contract ID	190183	Primary County	OKLAHOMA	Primary PCN	31546(04)
Change Order Nbr	004	Project	STP-255N(496)AG		

Prime Contractor's Section

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


JEFF ALLEN
PRESIDENT
 Signature Name (Printed) Company Title
 Subscribed and sworn before me this 22 day of OCT year of 2021
 My commission expires 04/23/23

19004266
 Notary Public Commission Number



Oklahoma Department of Transportation Section

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

P.E. Seal

Residency Administration(R)	Department Personnel	Approval Date
Field Division Administration(R)	Harlin, Christopher	
Construction Administration(R)	January, Trenton	
Central Office Administration(R)	Leonard, John B.	
	Davis, Shawn	

Signature

Contract ID	190183	Primary County	OKLAHOMA	Primary PCN	31546(04)
Change Order Nbr	004	Project	STP-255N(496)AG		

Local Government Section

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

City/County Official

Date Acknowledged



CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

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

ENGINEERING DIVISION
Brandon Bundy, P.E., City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, AICP, Manager
COMPREHENSIVE PLANNER
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Building Official

TO : Honorable Mayor and Council

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

DATE : December 14th, 2021

SUBJECT : Discussion and consideration for adoption, including any possible amendment of change order #2 amending the contract with Shiloh Enterprises, Inc. to construct the WP Bill Atkinson Park in a *decrease* of \$64,150.25 and to add 12 additional days of time.

The attached change order is for the construction of the WP Bill Atkinson Park. This change order is a culmination of various field changes.

COR#11 – Relocate water in conflict with the Historical Signage, \$3,849.75, 10 days. During construction crews found an unmarked water line that serves a fire sprinkler system to Town Center. The requested change will adjust the Historical Panels away from this line to avoid the conflict of future maintenance.

COR#13 – Omit 8 swings from project, -\$68,000.00, 2 days. Staff has been seeking value in this project from the onset and identified swings as a possible reduction. The swings in question are related to the primary pavilion just south of the clock tower. Changes to the pavilion did automatically reduce the possible spaces for the swings and staff felt that some of the remaining swings could be easily added at a later date. Important to note that this is only to omit 8 swings and there will be 8 included in the project.

This will decrease the original contract by \$64,150.25, bringing the new contract amount to \$5,133,739.05. The additional 12 delay days will bring the new contract length to 379 total days.

A future change order is anticipated which will increase the contract. Additional information is still be collected as of the writing of this memo.

The funding for this project is appropriated in project #9219G1.

A handwritten signature in black ink, appearing to read "B. Bundy", is written over a horizontal line. The signature is stylized and cursive.

Brandon Bundy, P.E.,
City Engineer

Attachment

Change Order 002

Project:

WP Bill Atkinson Park
301 E Mid-America Blvd
Midwest City, OK 73110

Owner:

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

Contractor:

Shiloh Enterprises, Inc.
5720 N. Industrial Blvd.
Edmond, OK 73034

Contract Information:

General Construction
effective 04/20/2021

Change Order: 002

Date: 12/14/2021

The Contract is Changed as Follows:

COR 11	Relocate water line in conflict with the Historical Signage	\$3,849.75	10 Days
COR 13	Omit 8 swings from project	(\$68,000.00)	2 Days
Total		(\$64,150.25)	12 Days

The original contract: \$5,198,000.00 365 Days

The net change by previously authorized Change Orders (\$110.70) 2 Days

The Contract Sum prior to this Change Order was \$5,197,889.30 367 Days

The Contract Sum will be decreased by this Change Order in the amount of (\$64,150.25) 12 Days

The new Contract Sum including this Change Order will be \$5,133,739.05 379 Days

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 Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

Shiloh Enterprises, Inc.

CONTRACTOR



SIGNATURE

Steve Preston, President

PRINTED NAME AND TITLE

12/2/2021

DATE

City of Midwest City

OWNER



SIGNATURE

PRINTED NAME AND TITLE

DATE



405-341-5500 Phone

405-341-7106 Fax

GENERAL CONSTRUCTION
MANAGEMENT

5720 N. I-35 Industrial Blvd.
Edmond, Ok. 73034

11/1/2021

WP Bill Atkinson Park
COR 11-Relocate water line in conflict with the
Historical Signage

Elite Star-Sign foundations
Godfrey-relocate irrigation meter only

ADD DEDUCT

\$1,749.77
\$1,750.00

Note: 10 additional days is requested for this CO.

Subtotal	<u>\$3,499.77</u>
OH&P 10%	\$349.98
Total	<u>\$3,849.75</u>

HEAD / HTTP/1.1
 Host: 192.168.1.61:9100
 User-Agent: curl/7.59.0
 Accept: */*

OPTIONS * RTSP/1.0
 CSeq: 1
 User-Agent: curl/7.59.0

GET / HTTP/1.1
 Host: 192.168.1.61:9100
 User-Agent: curl/7.59.0
 Accept: */*



CHANGE ORDER

NUMBER: 1

DATE: September 17, 2021

JOB NAME/LOCATION: Wp Bill Adkinson Park
Midwest City, OK

CHANGE REQUESTED BY: Tyler Burris

TO: Shiloh-Inc
 Att. David French

We hereby agree to make the change(s) specified below:

	Qty.	Unit Type	Unit Price	
access				
Men	12	Hours	\$37.00	\$ 444.00
Concrete	1.5	Yards	\$120.00	\$ 180.00
Haul Off (2 Column Footings)	1	Each	\$120.00	\$ 120.00
Rebar (2 Column Footings)	2	Each	\$42.00	\$ 84.00
Equipment	2	Days	\$325.00	\$ 650.00
Bond	1	Each	2.50%	\$ 36.95
Over Head			10%	\$ 151.50
Profit			5%	\$ 83.32

\$1,749.77

NOTE: This Change Order will revise the existing contract.

Godfrey & Company

"Site Utility Contractor, llc"
2301 South Laurel Avenue
Broken Arrow, OK 74012

Change Order Request

Date; 9/26/2021

Change Order Request

Bill To;

Shiloh Enterprises
5720 Industrial Blvd Edmond, OK 73034

Project Name;

WP Atkinson Park
301 East Mid-America BLVD
Midwest City, OK

ATTENTION

**DAVID
FRENCH**

CHANGES

	Qty	Units	Cost	Amount
RELOCATER 8" WATER-LINE CHANGE				
1 CUT, REMOVE & HAUL PAVING	36	SY	\$ 55.00	\$ 1,980.00
2 14" STEEL CASING	-20	LF	\$ 40.00	\$ (800.00)
3 14" END SEALS	-2	EA	\$ 60.00	\$ (120.00)
4 14" CASING SPACERS	-4	EA	\$ 75.00	\$ (300.00)
				\$ 760.00
1" IRRIGATION METER RELOCATE				
1 LABOR ONLY - MATERIALS OMITTED	1	LS	\$ 1,750.00	\$ 1,750.00
CUT & PLUG EXISTING PIPE				
1 CUT & CAP EXISTING PIPE	4	EA	\$ 500.00	\$ 2,000.00
				\$ 4,510.00

1,750⁰⁰

Robert Godfrey - Robert@GodfreyandCompany.com - (405) 412-3122



GENERAL CONSTRUCTION
MANAGEMENT
5720 N. I-35 Industrial Blvd.
Edmond, Ok. 73034

405-341-5500 Phone
405-341-7106 Fax

10/14/2021

**WP Bill Atkinson Park
COR 13-Omit (8) Swings**

ADD DEDUCT

ACS Playgrounds

(\$68,000.00)

Note: 2 additional days is requested for this CO.

Subtotal

(\$68,000.00)

Total

(\$68,000.00)



ACS Playground Adventures
8501 Mantle Ave
Oklahoma City Ok 73132

To Whom it May Concern,

CO# 2 Pavilion Swings

Since the contract was signed there have been price increases on the swings from the manufacturer "Landscape Forms". The original qty. was 16. The update qty. 8 is. The price increase includes all freight and installation costs, ACS will provide a credit of \$8500 per swing x 8 swings totaling \$68,000

Original Cost was \$10,600. New cost is \$12700 making a difference of \$2100 per swing.

$\$10600 \text{ original cost} - \$2100 \text{ price increase} = \$8500 \text{ per swing credit.}$

Bryan Montgomery

ACS Playground Adventures



CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

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

ENGINEERING DIVISION
Brandon Bundy, P.E., City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, AICP, Manager
COMPREHENSIVE PLANNER
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Building Official

TO : Honorable Mayor and Council

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

DATE : December 14th, 2021


SUBJECT : Discussion and consideration of approving and entering, including any amendment thereto, into a project agreement for Federal-aid Project Number J3-3345(004), State Job Number 33345(04), with the Oklahoma Department of Transportation (ODOT) to receive \$3,886,793 in federal funds for a project to resurface Midwest Boulevard from SE 29th Street to NE 10th Street.

Federal funds were granted through the ACOG STP-UZA funding program to resurface Midwest Boulevard from SE 29th Street to NE 10th Street. Previously, ODOT requested this project agreement closer to bidding but they are now requesting all projects have an executed agreement well before the project is scheduled for a letting.

In fall of 2020, the City retained Poe and Associates to prepare plans for the project.

At this time the project is estimated to bid fall-winter 2022 with construction beginning in spring of 2023. This project is 80% federally funded up to a cap of \$3,886,793. The attached agreement is a new ODOT template which references design 33345(05), right-of-way 33345(06), and utilities 33345(07). Those portions were completed with City funds in order to receive the construction funding. The 20% City match of \$971,698 has not been fully funded; it will require additional funding in the FY 2022-2023 budget. As of now, there are approximately \$550,000 budgeted as project #092205.

Staff recommends approval.



Brandon Bundy, P.E.,
City Engineer

Attachment

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

MIDWEST CITY: RESURFACING OF MIDWEST BLVD FROM SE 29TH ST TO NE 10TH ST

Project No.: J3-3345(004)AG

State Job No.: 33345(04)(05)(06)(07)

This Agreement, made the day and year last written below, by and between the City of Midwest City, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

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

Project Type	Div.	County	JP No	Project No.	Work Type	Description
STBG-UZA	04	OKLAHOMA	33345(04)	J3-3345(004)AG	Resurface	MIDWEST CITY: RESURFACING OF MIDWEST BLVD FROM SE 29TH ST TO NE 10TH ST

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

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

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

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

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

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

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

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

NOW, THEREFORE: the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The SPONSOR agrees to hold the Federal Government and the DEPARTMENT harmless from, and shall process and defend at its own expense, all claims, demands, or suits, whether at law or equity brought against the SPONSOR, the DEPARTMENT, or Federal Government, arising from the SPONSOR's execution, performance, or failure to perform any of the provisions of this Agreement, or arising by reason of the participation of the DEPARTMENT or Federal Government in the project, provided nothing herein shall require the SPONSOR to reimburse the DEPARTMENT or Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the DEPARTMENT.

2.4 When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the Governmental Tort Claims Act, 51 O.S. Sec. 151, et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by the SPONSOR. No liability shall attach to the DEPARTMENT or Federal Government except as expressly provided herein.

2.5 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

2.6 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

2.7 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.8 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.9 The Department will forward the environmental documents to FHWA for approval if applicable.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

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

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101-1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for

payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, ACOG total estimated cost of **\$3,886,793**, as described below:

FUNDING SOURCE =>			STPB-UZA		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
33345(05)	Design -				100	
33345(06)	Right-of-Way -				100	
33345(07)	Utilities -				100	
33345(04)	Construction - (With 6% Inspection)	\$4,858,491	80 up to a limit of	\$3,886,793	Remainder	\$971,698
Total		\$4,858,491	Total=>	\$3,886,793	Total=>	\$971,698

4.2 Furthermore, the Department and the Sponsor agree that actual STPB-UZA costs incurred by project phases (**JP 33345(04,05,06,07)**) may exceed initial estimates. Costs

between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

SECTION 5: CONSTRUCTION RESPONSIBILITIES

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated

are proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as

long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
 - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to

ensure proper drainage for road surfaces constructed under the terms of this agreement.

- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
 - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

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

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans, Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to insure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.
- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

SECTION 6: NON-DISCRIMINATION CLAUSE

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time

(hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) **Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:**

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) **Incorporation of Provisions:**

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 7: TERMINATION

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has

occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

SECTION 8: GOVERNING LAW AND VENUE

8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

SECTION 10: PRIOR UNDERSTANDINGS

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

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

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

SECTION 12: RECORDS

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 13: HEADINGS

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

SECTION 14: BINDING EFFECTS

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

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

The Sponsor, _____ on this ____ of _____, 20____, and the Department on the ____ day of _____, 20 ____.

THE CITY OF MIDWEST CITY

APPROVED AS TO FORM
AND LEGALITY

By _____
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

(SEAL): Approved – THE CITY OF
MIDWEST CITY

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division Manager

Director of Capital Programs

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel

Deputy Director



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DISCLAIMER

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1 in = 2,000 ft
when printed actual size
on 8-1/2"x11" paper



CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

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

ENGINEERING DIVISION
Brandon Bundy, P.E., City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, AICP, Manager
COMPREHENSIVE PLANNER
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Building Official

TO : Honorable Mayor and Council

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

DATE : December 14th, 2021

SUBJECT : Discussion and consideration, including any amendment thereto, of approving a programming resolution for possible inclusion into the Air Quality Small Grant Program for a project to replace the existing bridge over Soldier Creek in Tom Poore Park.

For the proposed project; the existing outdated bridge in Tom Poore Park over Soldier Creek would be replaced by a newer, longer, and wider bridge able to handle not only pedestrians but also maintenance vehicles.


This bridge project has long been requested by citizens, Public Works, and Police to improve the functionally obsolete bridge. The existing bridge is too short and low to the creek where it is susceptible to frequent flooding. Additionally, the bridge is only 4' wide and expanded metal construction which is not ADA compliant. The new bridge would be designed to discourage public access but still allow for maintenance and other light vehicles.

The accompanying programming resolution is required in order to have the referenced project considered in for the Air Quality Small Grant Program. All projects that apply for this funding must be programmed in this manner. Programming a project does not guarantee the project will be funded since it competes with projects submitted by other entities across the metropolitan area. Federal funding for the any entity is capped at \$224,000 so the typical 80/20 ratio would not be available. Still, the federal funds would help stretch City funds for a much needed project.

- Federal Funds: \$224,000
- Local Match: \$238,000
- Estimated total cost - \$462,000

No City funds are obligated at this time. However, if the project is funded, the City will be obligated to fund the local match and hire a design consultant. Project selection is scheduled for winter of 2022.

Staff recommends acceptance as this is consistent with past policy



Brandon Bundy, P.E.,
City Engineer

Attachment

**RESOLUTION
PROGRAMMING CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT
AIR QUALITY SMALL GRANT PROGRAM PROJECT**

WHEREAS, Air Quality Small Grant Program funds for urbanized areas have been made available for improvements within the Oklahoma City Urban Area, and

WHEREAS, The City of Midwest City (City) has selected a project described as follows: Replacement of the Soldier Creek Bridge in Tom Poore Park, and

WHEREAS, the engineer's preliminary estimate of cost is \$470,000, and Federal participation under the terms of Congestion Mitigation and Air Quality Improvement (CMAQ) funds is hereby requested for funding 80% of the project cost up to \$224,000, and

WHEREAS, the City proposes to use the Capital Improvements Project Fund as the source(s) of funds for the local match, which is estimated at -\$238,000, and

WHEREAS, no City funds are committed by this action at this time, and

WHEREAS, the City has the required matching funds available and further agrees to fund the project for reimbursement of the federal funds, and

WHEREAS, the City will select a design consultant qualified and licensed in the state of Oklahoma to furnish engineering services in the preparation of detailed plans, specifications and estimates, and

WHEREAS, the City agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed, and

WHEREAS, the City agrees, as a condition to receiving any Federal financial assistance from the Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964", and

WHEREAS, The City assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity administered by the City, and

WHEREAS, the City further understands that acceptance of this resolution by the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation is not a commitment to Federal funding, but only registers the City's interest and intent in participating in the program application process.

NOW, THEREFORE, BE IT RESOLVED:

That ACOG is hereby requested to consider this project as a candidate for Federal funding, and to submit same to the Oklahoma Department of Transportation for its approval;

ADOPTED by the City Council of Midwest City and SIGNED by the Mayor this 14th day of December, 2021.

ATTEST:

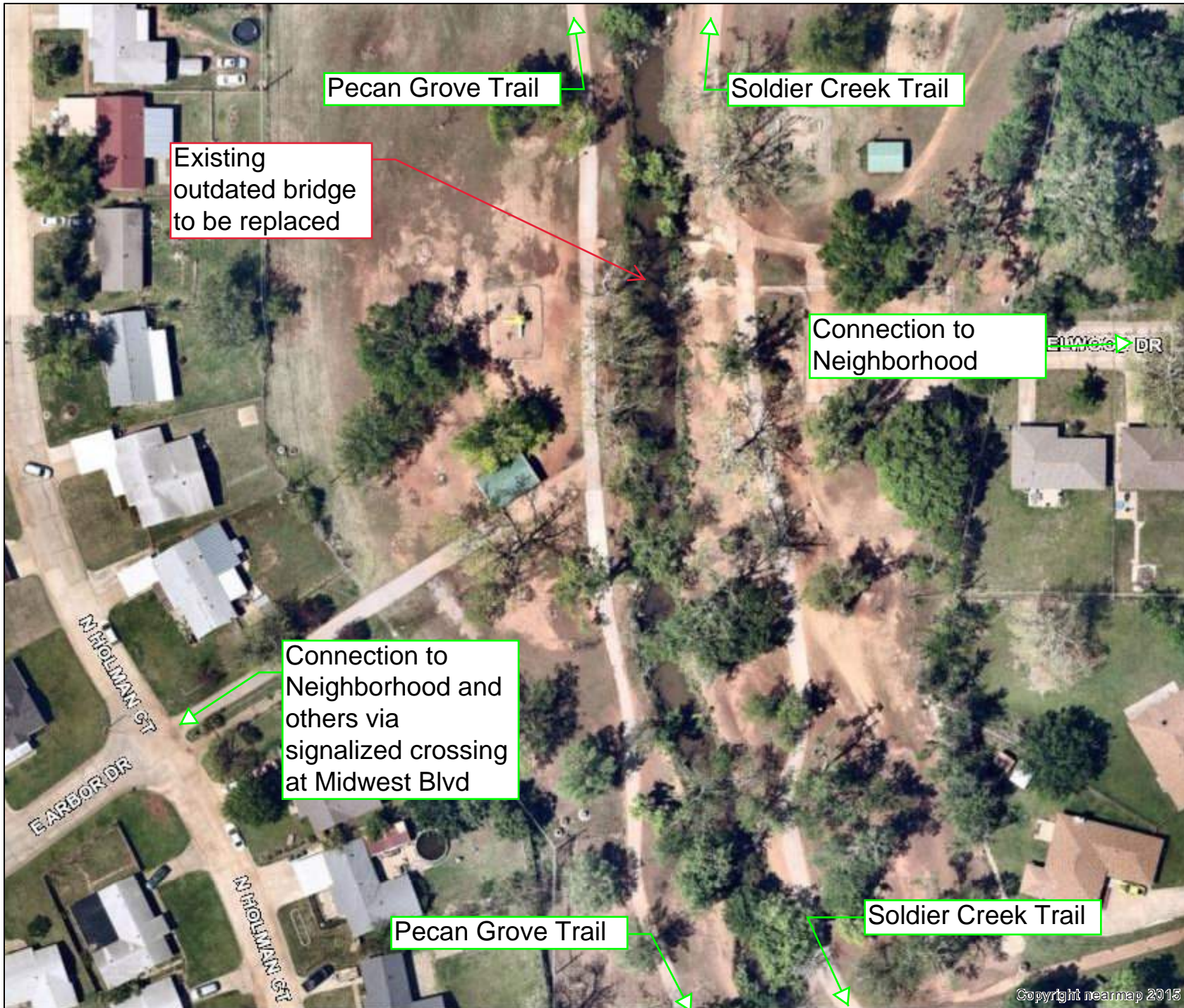
City Clerk

Mayor

Approved as to form and legality

City Attorney

Tome Poore Park Bridge



Legend

Street Names

Street Names



1 in = 94 ft

when printed actual size
on 8-1/2"x11" paper

DISCLAIMER

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Tome Poore Park Bridge



Legend

Street Names

Street Names



1 in = 376 ft
when printed actual size
on 8-1/2"x11" paper

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CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

Billy Harless, Community Development Director
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ENGINEERING DIVISION
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Kellie Gilles, AICP, Manager
COMPREHENSIVE PLANNER
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Building Official

TO : Honorable Mayor and Council

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

DATE : December 14th, 2021

SUBJECT : Discussion and consideration, including any amendment thereto, of declaring a Resolution of Necessity to acquire four tracts of property in connection with the future Rail with Trail Phase 3 Project, a federally funded multi-modal trail. The property is located within the corporate limits of the City of Midwest City, in the Northeast (NE) Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West, of the Indian Meridian, Oklahoma County, Oklahoma.

Acquisition of the property is required in order to build the Rail with Trail Phase 3 project. The project is to build a 10' wide concrete multi-purpose trail along the south side of the railroad. Combined with phase 2; the new trail will go from the existing trail termination at Maple Drive west to Quinlan Park; crossing at Air Depot Boulevard where we recently installed a pedestrian signal. The project was awarded in 2017, \$600,000 in federal funds, from the Transportation Alternatives Program (TAP). RL Shears was retained by the City to design and complete plans to construct the trail. The area discussed is an undeveloped portion of commercial property which is mostly a large unmaintained ditch. The ditch area is overgrown with trash and debris. While difficult to construct a trail; this area is needed because of the requirement to stay on the south side of the tracks, 25' away from centerline; and the desire not to impact the developed parking lot. The end result will be a better functioning and easier to maintain area than the existing.

The proposed easements to be acquired are undeveloped portions of property located at 709 and 711 S Air Depot. Efforts began in late 2018 to negotiate with the owner. Initial contact with the owner was December 6th, 2018 and followed by 35 entries where we either discussed the easement or made an attempt and left a message. The owner has now become unresponsive to further requests to negotiate.

I am available for any questions.

A handwritten signature in black ink, appearing to be "B. Bundy", is written over a horizontal line.

Brandon Bundy, P.E.,
City Engineer

Attachment

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY OF ACQUIRING AND OWNING FEE SIMPLE TITLE TO CERTAIN REAL PROPERTY DESCRIBED FOUR PARCELS IN ATTACHED EXHIBIT A LYING IN THE NORTHEAST QUARTER OF SECTION 4, T 11N, R2W OF THE I.M., MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA; AUTHORIZING, INSTRUCTING AND DIRECTING THE CITY MANAGER TO ACQUIRE FEE SIMPLE TITLE TO SUCH REAL PROPERTIES FOR THE PURPOSE OF CONSTRUCTING A MULTI-PURPOSE TRAIL BY PURCHASE AND SETTLEMENT OF DAMAGES WITH THE LANDOWNERS; AUTHORIZING, INSTRUCTING AND DIRECTING FURTHER THAT THE CITY ATTORNEY INITIATE THE NECESSARY LEGAL PROCEEDINGS TO CONDEMN SUCH REAL PROPERTIES IF THEY CANNOT BE PURCHASED AND DAMAGES SETTLED BY AGREEMENT WITH THE LAND OWNERS.

WHEREAS, The City of Midwest City is a duly constituted and qualified municipality under the laws of the State of Oklahoma operating under a home rule charter.

WHEREAS, the power of condemnation is vested in the City of Midwest City by the constitution and statutes of the State of Oklahoma and the charter of the City of Midwest City.

WHEREAS, on this date it is advisable and necessary for the City of Midwest City to acquire the property described above in fee simple, for the purpose of constructing a multi-purpose trail and uses incidental to those purposes, inside the corporate limits of the City of Midwest City:

WHEREAS, the City Council of the City of Midwest City deems the acquisition in fee simple of the above-described private properties by the City will serve a legitimate public purpose and will affect the inhabitants of the City as a community, and not merely as individuals; and

WHEREAS, this project was identified in the Midwest City Trails Master Plan and Implementation Study adopted by City Council August 25th, 2009.

WHEREAS, such trails will promote the public good, general welfare, and prosperity of the City of Midwest City.

WHEREAS, the above described properties are not now owned or held by the City of Midwest City and it is immediately necessary for the City to acquire the above described property.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, that the City of Midwest City, pursuant to its powers of eminent domain, take immediate steps to acquire and own the above described private properties in fee simple for redevelopment and revitalization and uses incidental to those purposes;

BE IT FURTHER RESOLVED, in the event the City Manager is unable to purchase the above described private properties or any part of them in fee simple the City Attorney of the City of Midwest City be, and is, hereby authorized, instructed and directed institute condemnation proceedings against the owners of the above described properties and condemn the above described properties under the power of eminent domain for redevelopment and revitalization and uses incidental to those purposes and to take such further legal steps or proceedings as may, in their judgment, appear to be proper to acquire the necessary fee simple interests and immediate access to them.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this 14th day of December, 2021.

CITY OF MIDWEST CITY, OKLAHOMA

ATTEST:

City Clerk

Mayor

Approved as to form and legality

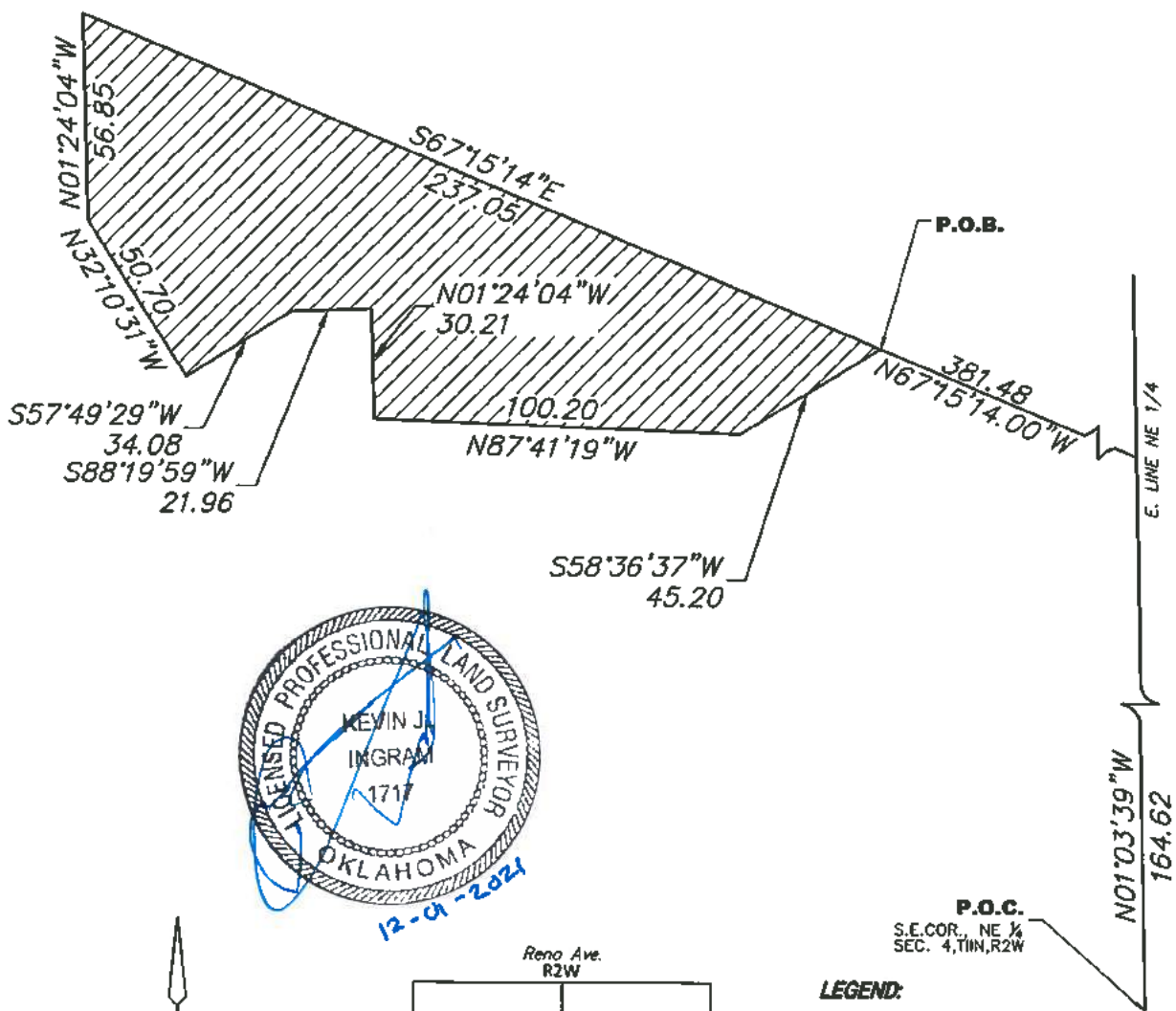
City Attorney

Temporary Easement

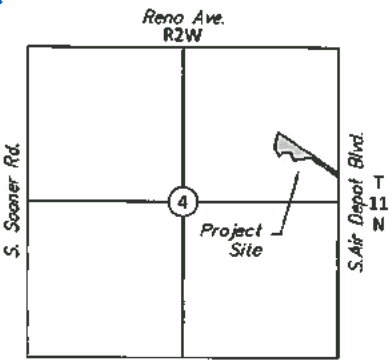
A parcel of land lying in the Northeast Quarter of Section 4, Township 11 North, Range 2 West, Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

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.



SCALE: 1"=40'



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

<p>MKEC</p> <p>Oklahoma City, OK • 405-842-8558 CA - 2958 EXP. 6-30-23</p>	<p>MIDWEST CITY TRAIL, OKLAHOMA COUNTY</p> <p>PROJECT NAME</p>		
	<p>Temporary Easement</p> <p>SHEET TITLE</p>		
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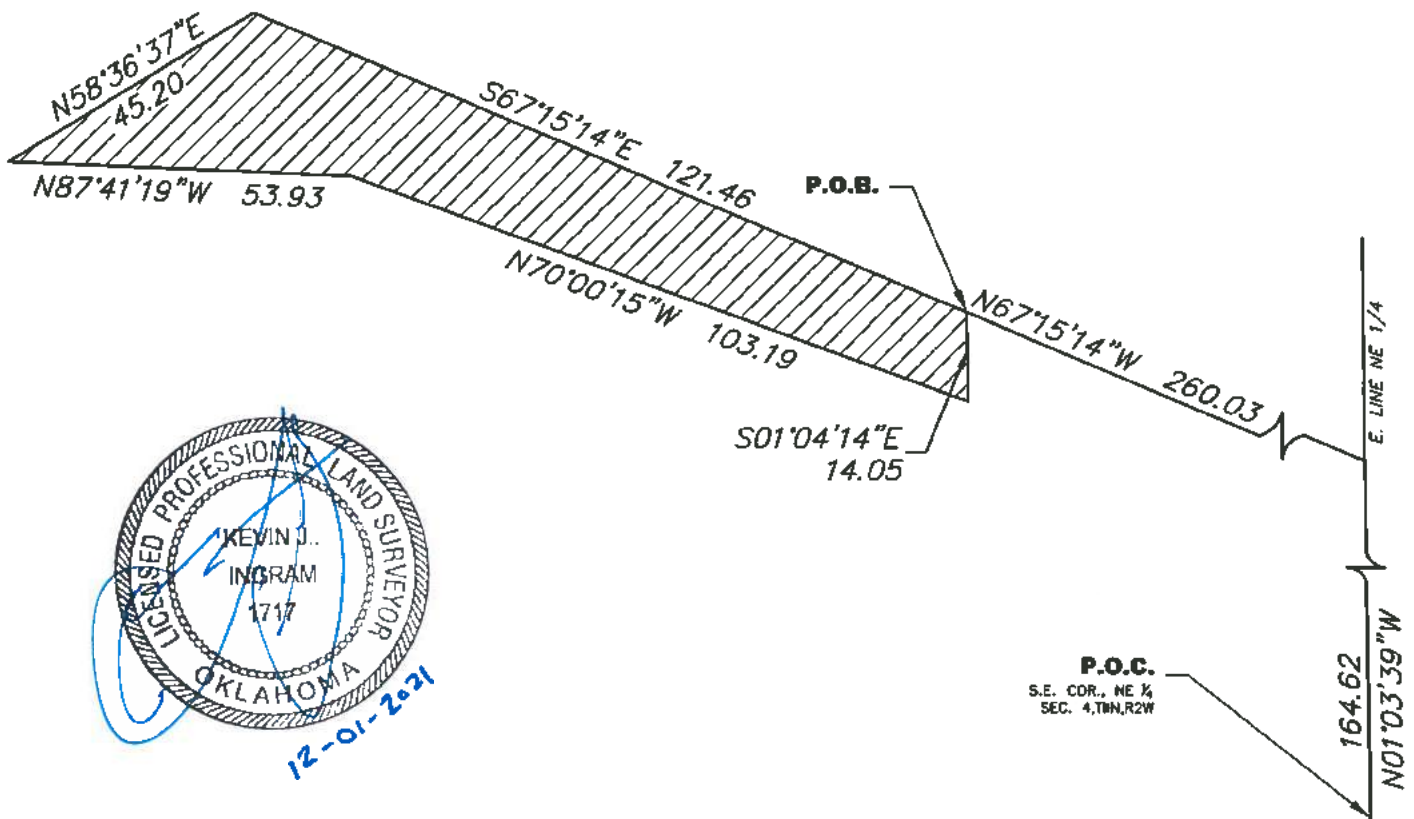
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Permanent Easement

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.

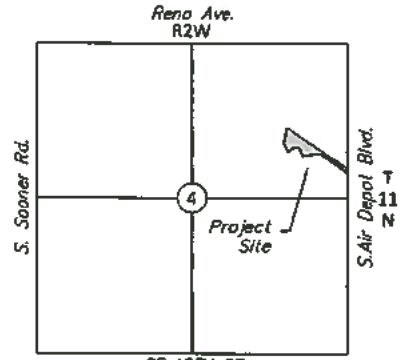


P.O.C.
S.E. COR., NE 1/4
SEC. 4, T11N, R2W

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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

MKEC

Oklahoma City, OK • 405-842-8558
CA - 2958

Dec. 2021 18112 1 / 1

DATE JOB NO. SHEET / OF

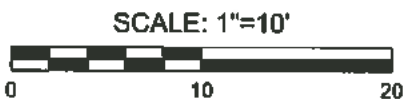
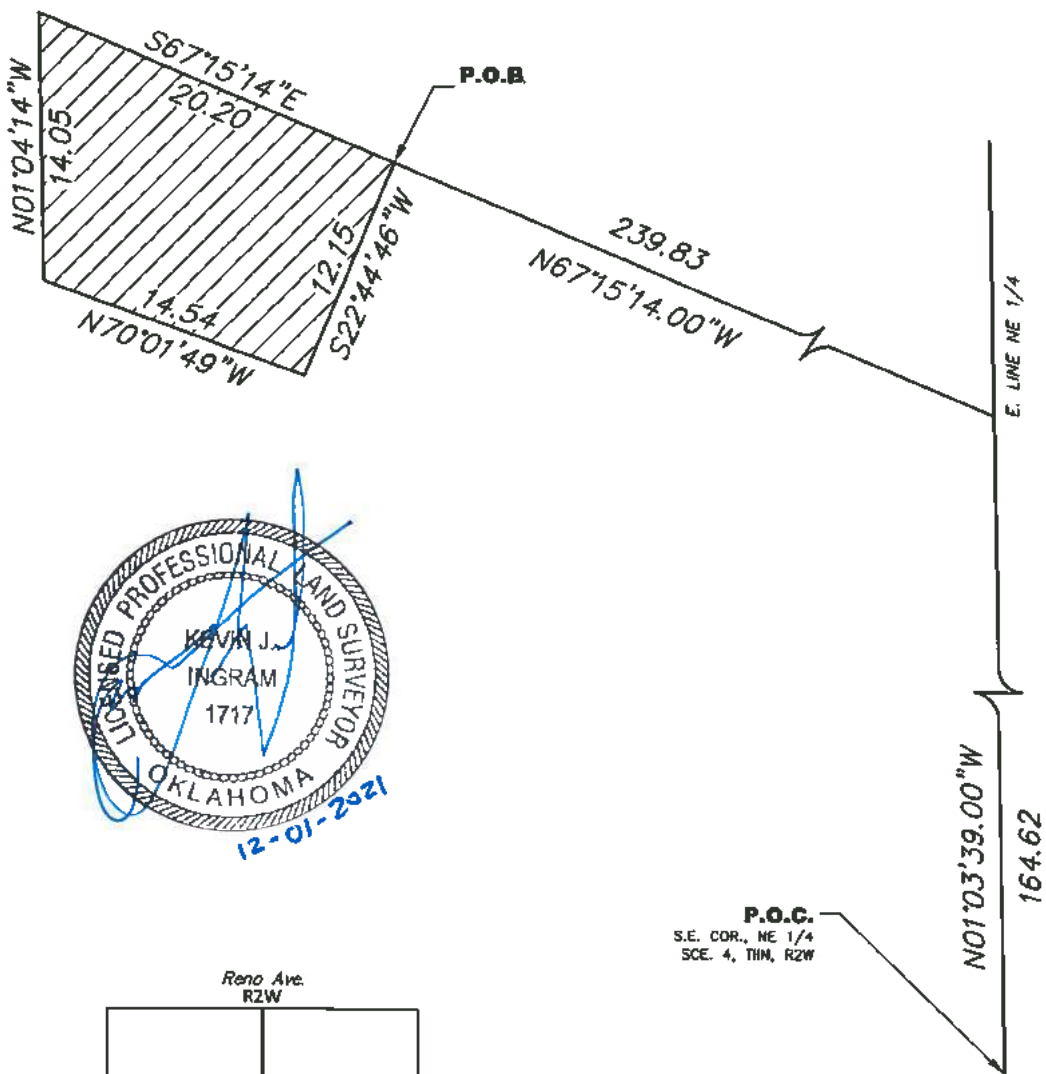
EXP. 6-30-23

Permanent Easement

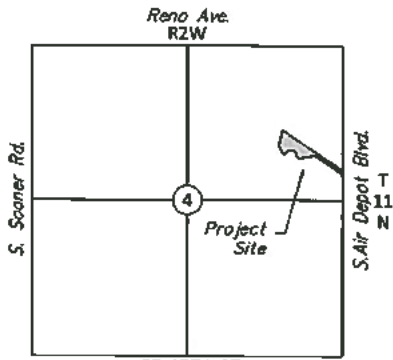
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Commencing at the Southeast Corner of the Northeast Quarter of Section 4, Township 11 North, Range 2 West, I.M.; thence N01°03'39"W along the East Line of said NE 1/4 a distance of 164.62 feet; thence N67°15'14"W, 239.83 feet to the Point of Beginning; 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



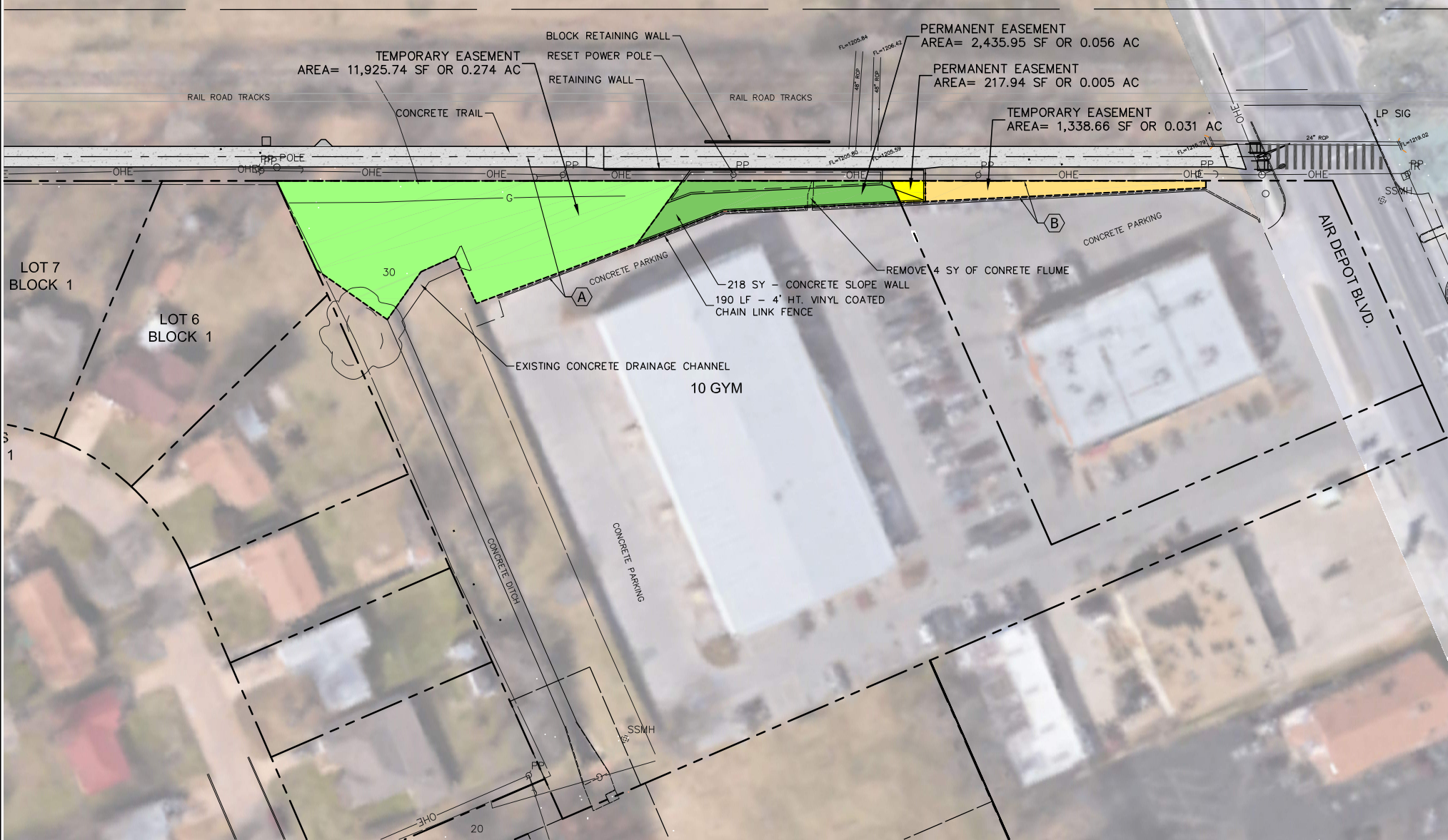
VICINITY MAP
NOT TO SCALE

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

THIS TRACT EXHIBIT IS NOT A LAND OR BOUNDARY SURVEY

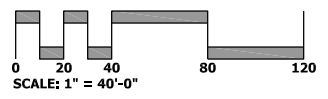
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Oklahoma City, OK - 405-842-8558 CA - 2958			EXP. 6-30-23

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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: #4CAF50; padding: 2px;">PERM</div> <div style="display: inline-block; border: 1px solid black; background-color: #8BC34A; 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: #FFEB3B; padding: 2px;">PERM</div> <div style="display: inline-block; border: 1px solid black; background-color: #FFCC80; 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.
Landscap e 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



CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

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

ENGINEERING DIVISION
Brandon Bundy, P.E., City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, AICP, Manager
COMPREHENSIVE PLANNER
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Building Official

TO : Honorable Mayor and Council

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


DATE : December 14th, 2021

SUBJECT : Discussion and consideration, including any amendment thereto, of approving Change Order #02 with the Oklahoma Department of Transportation for STPG-255F(482)AG, State Job Number 33739(04), Orchard and Bomber Rail Trail Signals for \$7,292.46.

The attached change order is for the Orchard and Bomber Rail Trail traffic signals completed in March 2020. This is the final change order for the project and accounts for all the discrepancies in quantities during construction. The amount is negotiated on our behalf by ODOT per the project agreement.

The signal project was funded by nearly entirely by federal funds.

Fund balances are determined at closure of project.



Brandon Bundy, P.E.,
City Engineer

Attachment

**Oklahoma Department of Transportation
Final Quantity Change Order**

Contract ID	190124	Primary County	OKLAHOMA	Primary PCN	33739(04)
Change Order Nbr	002	Project	STPG-255F(482)AG		
Contract Description	TRAFFIC SIGNALS CITY STREETS (DOUGLAS BLVD/ORCHARD BLVD/AIR DEPOT BLVD/ BOMBER RAIL TRAIL): AT MULTIPLE LOCATIONS IN MIDWEST CITY. PROJECT LENGTH: 0.000				
Change Order Type	CHANGE ORDER				
Zero Dollar Change Order	NO	Status	Pending		

General Change Order Description(s): This change order establishes the final quantity for each item on the original contract and for those items added by change order during the course of the construction work. Associated with each item is a justification for those items which deviated from the original plan quantity or from the quantity established by a previous change. The information presented in this final quantity change order addresses contract pay items only. Penalties, disincentives, or other adjustments associated with this contract will be identified on the final estimate.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change	
33739(04)	0001	0100	202(H) 0185	LSUM	\$2,500.00	1.00	1.00	0.00	1.00		
	Item Description:		EARTHWORK							This Change:	\$0.00
	Supplemental Description 1:									Prev Revised:	\$2,500.00
	Supplemental Description 2:									Final Amount:	\$2,500.00
										Bid Contract:	\$2,500.00
										Net Change:	\$0.00
										PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.								
33739(04)	0002	0100	221(C) 2801	LF	\$5.00	200.00	200.00	-200.00	0.00		
	Item Description:		TEMPORARY SILT FENCE							This Change:	-\$1,000.00
	Supplemental Description 1:									Prev Revised:	\$1,000.00
	Supplemental Description 2:									Final Amount:	\$0.00
										Bid Contract:	\$1,000.00
										Net Change:	-\$1,000.00
										PCT Change:	-100 %
	Explanations:		This item was not utilized on this project.								
33739(04)	0003	0100	230(A) 2806	SY	\$21.00	120.00	120.00	238.37	358.37		
	Item Description:		SOLID SLAB SODDING							This Change:	\$5,005.77
	Supplemental Description 1:									Prev Revised:	\$2,520.00
	Supplemental Description 2:									Final Amount:	\$7,525.77
										Bid Contract:	\$2,520.00
										Net Change:	\$5,005.77
										PCT Change:	198.64 %
	Explanations:		Additional sod was needed around sidewalk and drives for erosion control.								
33739(04)	0004	0100	609(A) 5864	LF	\$35.00	185.00	185.00	72.00	257.00		
	Item Description:		CONCRETE CURB (6" BARRIER-DOWELLED)							This Change:	\$2,520.00
	Supplemental Description 1:									Prev Revised:	\$6,475.00
	Supplemental Description 2:									Final Amount:	\$8,995.00
										Bid Contract:	\$6,475.00
										Net Change:	\$2,520.00
										PCT Change:	38.91 %
	Explanations:		This item was overrun to match field measured quantities.								

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change	
33739(04)	0005	0100	610(A) 0602	SY	\$65.00	262.00	262.00	16.61	278.61		
	Item Description:		4" CONCRETE SIDEWALK							This Change:	\$1,079.65
	Supplemental Description 1:									Prev Revised:	\$17,030.00
	Supplemental Description 2:									Final Amount:	\$18,109.65
										Bid Contract:	\$17,030.00
										Net Change:	\$1,079.65
										PCT Change:	6.33 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
33739(04)	0006	0100	610(C) 5824	SY	\$100.00	55.00	55.00	-8.60	46.40		
	Item Description:		DECORATIVE MEDIAN CONCRETE							This Change:	-\$860.00
	Supplemental Description 1:									Prev Revised:	\$5,500.00
	Supplemental Description 2:									Final Amount:	\$4,640.00
										Bid Contract:	\$5,500.00
										Net Change:	-\$860.00
										PCT Change:	-15.63 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
33739(04)	0007	0100	610(I) 4610	SF	\$46.00	148.00	148.00	-4.00	144.00		
	Item Description:		TACTILE WARNING DEVICE-NEW							This Change:	-\$184.00
	Supplemental Description 1:									Prev Revised:	\$6,808.00
	Supplemental Description 2:									Final Amount:	\$6,624.00
										Bid Contract:	\$6,808.00
										Net Change:	-\$184.00
										PCT Change:	-2.70 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
33739(04)	0008	0100	619(B) 4792	SY	\$40.00	114.00	114.00	0.00	114.00		
	Item Description:		REMOVAL OF SIDEWALK							This Change:	\$0.00
	Supplemental Description 1:									Prev Revised:	\$4,560.00
	Supplemental Description 2:									Final Amount:	\$4,560.00
										Bid Contract:	\$4,560.00
										Net Change:	\$0.00
										PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.								
33739(04)	0009	0300	802(B) 8342	LF	\$20.00	290.00	290.00	-78.50	211.50		
	Item Description:		2" PVC SCH.40 PLASTIC CONDUIT TRENCHED							This Change:	-\$1,570.00
	Supplemental Description 1:									Prev Revised:	\$5,800.00
	Supplemental Description 2:									Final Amount:	\$4,230.00
										Bid Contract:	\$5,800.00
										Net Change:	-\$1,570.00
										PCT Change:	-27.06 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
33739(04)	0010	0300	802(B) 8344	LF	\$40.00	275.00	275.00	95.22	370.22		
	Item Description:		3" PVC SCH.40 PLASTIC CONDUIT BORED							This Change:	\$3,808.80
	Supplemental Description 1:									Prev Revised:	\$11,000.00
	Supplemental Description 2:									Final Amount:	\$14,808.80
										Bid Contract:	\$11,000.00
										Net Change:	\$3,808.80
										PCT Change:	34.62 %

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change	
			Explanations: Additional boring was needed to avoid utilities.								
33739(04)	0011	0300	802(B) 8346	LF	\$40.00	20.00	20.00	-0.50	19.50		
	Item Description:		3" PVC SCH.40 PLASTIC CONDUIT TRENCHED							This Change:	-\$20.00
	Supplemental Description 1:									Prev Revised:	\$800.00
	Supplemental Description 2:									Final Amount:	\$780.00
										Bid Contract:	\$800.00
										Net Change:	-\$20.00
										PCT Change:	-2.50 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
33739(04)	0012	0300	803(A) 8065	EA	\$700.00	8.00	8.00	0.00	8.00		
	Item Description:		PULL BOX(SIZE I)							This Change:	\$0.00
	Supplemental Description 1:									Prev Revised:	\$5,600.00
	Supplemental Description 2:									Final Amount:	\$5,600.00
										Bid Contract:	\$5,600.00
										Net Change:	\$0.00
										PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.								
33739(04)	0013	0300	803(A) 8066	EA	\$950.00	1.00	1.00	1.00	2.00		
	Item Description:		PULL BOX(SIZE II)							This Change:	\$950.00
	Supplemental Description 1:									Prev Revised:	\$950.00
	Supplemental Description 2:									Final Amount:	\$1,900.00
										Bid Contract:	\$950.00
										Net Change:	\$950.00
										PCT Change:	100.00 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
33739(04)	0014	0300	804(A) 2915	CY	\$850.00	32.25	32.25	-0.55	31.70		
	Item Description:		STRUCTURAL CONCRETE							This Change:	-\$467.50
	Supplemental Description 1:									Prev Revised:	\$27,412.50
	Supplemental Description 2:									Final Amount:	\$26,945.00
										Bid Contract:	\$27,412.50
										Net Change:	-\$467.50
										PCT Change:	-1.70 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
33739(04)	0015	0300	804(B) 2916	LB	\$2.00	4,636.00	4,636.00	-52.60	4,583.40		
	Item Description:		REINFORCING STEEL							This Change:	-\$105.20
	Supplemental Description 1:									Prev Revised:	\$9,272.00
	Supplemental Description 2:									Final Amount:	\$9,166.80
										Bid Contract:	\$9,272.00
										Net Change:	-\$105.20
										PCT Change:	-1.13 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
33739(04)	0016	0300	805(A) 8724	EA	\$100.00	2.00	2.00	-1.00	1.00		
	Item Description:		(PL)REMOVAL OF EXISTING SIGNS							This Change:	-\$100.00
	Supplemental Description 1:									Prev Revised:	\$200.00
	Supplemental Description 2:									Final Amount:	\$100.00
										Bid Contract:	\$200.00

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
									Net Change:	\$-100.00
									PCT Change:	-50.00 %
									The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.	
33739(04)	0017	0300	805(A) 8726	LSUM	\$4,225.00	1.00	1.00	0.00	1.00	
									This Change:	\$0.00
									Prev Revised:	\$4,225.00
									Final Amount:	\$4,225.00
									Bid Contract:	\$4,225.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
									The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.	
33739(04)	0018	0300	805(D) 8756	EA	\$300.00	4.00	4.00	-1.00	3.00	
									This Change:	\$-300.00
									Prev Revised:	\$1,200.00
									Final Amount:	\$900.00
									Bid Contract:	\$1,200.00
									Net Change:	\$-300.00
									PCT Change:	-25.00 %
									The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.	
33739(04)	0019	0300	806(A) 8312	EA	\$15,750.00	1.00	1.00	0.00	1.00	
									This Change:	\$0.00
									Prev Revised:	\$15,750.00
									Final Amount:	\$15,750.00
									Bid Contract:	\$15,750.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
									The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.	
33739(04)	0020	0300	806(A) 8314	EA	\$23,500.00	1.00	1.00	0.00	1.00	
									This Change:	\$0.00
									Prev Revised:	\$23,500.00
									Final Amount:	\$23,500.00
									Bid Contract:	\$23,500.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
									The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.	
33739(04)	0021	0300	806(A) 8351	EA	\$14,300.00	4.00	4.00	0.00	4.00	
									This Change:	\$0.00
									Prev Revised:	\$57,200.00
									Final Amount:	\$57,200.00
									Bid Contract:	\$57,200.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
									The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.	
33739(04)	0022	0300	806(B) 8896	EA	\$1,000.00	5.00	5.00	0.00	5.00	
									This Change:	\$0.00
									Prev Revised:	\$5,000.00

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
Supplemental Description 2:										Final Amount: \$5,000.00
										Bid Contract: \$5,000.00
										Net Change: \$0.00
										PCT Change: 0.00 %
Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.										
33739(04)	0023	0300	809(A) 8090	EA	\$665.00	6.00	6.00	-1.00	5.00	This Change: \$-665.00
Item Description: ROADWAY LUMINAIRE										Prev Revised: \$3,990.00
Supplemental Description 1:										Final Amount: \$3,325.00
Supplemental Description 2:										Bid Contract: \$3,990.00
										Net Change: \$-665.00
										PCT Change: -16.66 %
Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.										
33739(04)	0024	0300	810(A) 3118	EA	\$850.00	2.00	2.00	0.00	2.00	This Change: \$0.00
Item Description: SERVICE POLE										Prev Revised: \$1,700.00
Supplemental Description 1:										Final Amount: \$1,700.00
Supplemental Description 2:										Bid Contract: \$1,700.00
										Net Change: \$0.00
										PCT Change: 0.00 %
Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.										
33739(04)	0025	0300	811 8040	LF	\$6.00	65.00	65.00	-65.00	0.00	This Change: \$-390.00
Item Description: 1/C NO.6 ELECTRICAL CONDUCTOR										Prev Revised: \$390.00
Supplemental Description 1:										Final Amount: \$0.00
Supplemental Description 2:										Bid Contract: \$390.00
										Net Change: \$-390.00
										PCT Change: -100 %
Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.										
33739(04)	0026	0300	811 8044	LF	\$2.00	870.00	870.00	220.00	1,090.00	This Change: \$440.00
Item Description: 1/C NO.10 ELECTRICAL CONDUCTOR										Prev Revised: \$1,740.00
Supplemental Description 1:										Final Amount: \$2,180.00
Supplemental Description 2:										Bid Contract: \$1,740.00
										Net Change: \$440.00
										PCT Change: 25.28 %
Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.										
33739(04)	0027	0300	825 8550	EA	\$28,500.00	2.00	2.00	0.00	2.00	This Change: \$0.00
Item Description: TRAFFIC SIGNAL CONTROLLER ASSEMBLY										Prev Revised: \$57,000.00
Supplemental Description 1:										Final Amount: \$57,000.00
Supplemental Description 2:										Bid Contract: \$57,000.00
										Net Change: \$0.00
										PCT Change: 0.00 %
Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.										
33739(04)	0028	0300	828 8132	LSUM	\$28,500.00	1.00	1.00	0.00	1.00	

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
			(PL)DETECTION SYSTEM (VIDEO)						This Change:	\$0.00
			Item Description:						Prev Revised:	\$28,500.00
			Supplemental Description 1:						Final Amount:	\$28,500.00
			Supplemental Description 2:						Bid Contract:	\$28,500.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
			Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33739(04)	0029	0300	830 8000	EA	\$1,565.00	10.00	10.00	0.00	10.00	
			Item Description: PEDESTRIAN PUSH BUTTON						This Change:	\$0.00
			Supplemental Description 1:						Prev Revised:	\$15,650.00
			Supplemental Description 2:						Final Amount:	\$15,650.00
									Bid Contract:	\$15,650.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
			Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33739(04)	0030	0300	831 8231	EA	\$600.00	12.00	12.00	0.00	12.00	
			Item Description: 1WAY 3SEC. ADJ. SIG. HD. S-6						This Change:	\$0.00
			Supplemental Description 1:						Prev Revised:	\$7,200.00
			Supplemental Description 2:						Final Amount:	\$7,200.00
									Bid Contract:	\$7,200.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
			Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33739(04)	0031	0300	831 8280	EA	\$900.00	2.00	2.00	0.00	2.00	
			Item Description: 1WAY 4SEC. ADJ. SIG. HD.S-13						This Change:	\$0.00
			Supplemental Description 1:						Prev Revised:	\$1,800.00
			Supplemental Description 2:						Final Amount:	\$1,800.00
									Bid Contract:	\$1,800.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
			Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33739(04)	0032	0300	831 8295	EA	\$550.00	10.00	10.00	0.00	10.00	
			Item Description: 1WAY 2SEC. ADJ. PED. SIG. HD. S-20						This Change:	\$0.00
			Supplemental Description 1:						Prev Revised:	\$5,500.00
			Supplemental Description 2:						Final Amount:	\$5,500.00
									Bid Contract:	\$5,500.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
			Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33739(04)	0033	0300	833 3030	EA	\$210.00	14.00	14.00	0.00	14.00	
			Item Description: BACKPLATE						This Change:	\$0.00
			Supplemental Description 1:						Prev Revised:	\$2,940.00
			Supplemental Description 2:						Final Amount:	\$2,940.00
									Bid Contract:	\$2,940.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
			Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change	
33739(04)	0034	0300	834(A) 8207	LF	\$4.00	2,520.00	2,520.00	-1.00	2,519.00		
	Item Description:		5/C TRAFFIC SIGNAL ELECTRICAL CABLE							This Change:	\$-4.00
	Supplemental Description 1:									Prev Revised:	\$10,080.00
	Supplemental Description 2:									Final Amount:	\$10,076.00
										Bid Contract:	\$10,080.00
										Net Change:	\$-4.00
										PCT Change:	-0.03 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
33739(04)	0035	0300	834(A) 8208	LF	\$5.00	350.00	350.00	-16.00	334.00		
	Item Description:		7/C TRAFFIC SIGNAL ELECTRICAL CABLE							This Change:	\$-80.00
	Supplemental Description 1:									Prev Revised:	\$1,750.00
	Supplemental Description 2:									Final Amount:	\$1,670.00
										Bid Contract:	\$1,750.00
										Net Change:	\$-80.00
										PCT Change:	-4.57 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
33739(04)	0036	0300	834(A) 8211	LF	\$6.00	270.00	270.00	-2.00	268.00		
	Item Description:		15/C TRAFFIC SIGNAL ELECTRICAL CABLE							This Change:	\$-12.00
	Supplemental Description 1:									Prev Revised:	\$1,620.00
	Supplemental Description 2:									Final Amount:	\$1,608.00
										Bid Contract:	\$1,620.00
										Net Change:	\$-12.00
										PCT Change:	-0.74 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
33739(04)	0037	0300	840(A) 8592	EA	\$4,000.00	2.00	2.00	0.00	2.00		
	Item Description:		E.P.S. OPTICAL EMITTER							This Change:	\$0.00
	Supplemental Description 1:									Prev Revised:	\$8,000.00
	Supplemental Description 2:									Final Amount:	\$8,000.00
										Bid Contract:	\$8,000.00
										Net Change:	\$0.00
										PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.								
33739(04)	0038	0300	840(B) 8593	EA	\$1,300.00	4.00	4.00	0.00	4.00		
	Item Description:		E.P.S. OPTICAL DETECTOR							This Change:	\$0.00
	Supplemental Description 1:									Prev Revised:	\$5,200.00
	Supplemental Description 2:									Final Amount:	\$5,200.00
										Bid Contract:	\$5,200.00
										Net Change:	\$0.00
										PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.								
33739(04)	0039	0300	840(C) 8594	LF	\$3.00	1,000.00	1,000.00	-287.00	713.00		
	Item Description:		E.P.S. OPTICAL DETECTOR CABLE							This Change:	\$-861.00
	Supplemental Description 1:									Prev Revised:	\$3,000.00
	Supplemental Description 2:									Final Amount:	\$2,139.00
										Bid Contract:	\$3,000.00
										Net Change:	\$-861.00

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
										PCT Change: -28.70 %
										The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.
33739(04)	0040	0300	840(D) 8595	EA	\$1,800.00	2.00	2.00	0.00	2.00	This Change: \$0.00
										Prev Revised: \$3,600.00
										Final Amount: \$3,600.00
										Bid Contract: \$3,600.00
										Net Change: \$0.00
										PCT Change: 0.00 %
										The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.
33739(04)	0041	0300	850(A) 8110	SF	\$45.00	34.00	34.00	0.00	34.00	This Change: \$0.00
										Prev Revised: \$1,530.00
										Final Amount: \$1,530.00
										Bid Contract: \$1,530.00
										Net Change: \$0.00
										PCT Change: 0.00 %
										The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.
33739(04)	0042	0300	850(C) 8118	SF	\$53.00	128.00	128.00	-15.60	112.40	This Change: \$-826.80
										Prev Revised: \$6,784.00
										Final Amount: \$5,957.20
										Bid Contract: \$6,784.00
										Net Change: \$-826.80
										PCT Change: -12.18 %
										The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.
33739(04)	0043	0300	851(B) 3216	LF	\$15.00	72.00	72.00	0.00	72.00	This Change: \$0.00
										Prev Revised: \$1,080.00
										Final Amount: \$1,080.00
										Bid Contract: \$1,080.00
										Net Change: \$0.00
										PCT Change: 0.00 %
										The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.
33739(04)	0044	0300	856(A) 8530	LF	\$1.00	2,441.00	2,441.00	477.00	2,918.00	This Change: \$477.00
										Prev Revised: \$2,441.00
										Final Amount: \$2,918.00
										Bid Contract: \$2,441.00
										Net Change: \$477.00
										PCT Change: 19.54 %
										Traffic stripe was installed according to the City of Midwest City standards.
33739(04)	0045	0300	856(A) 8540	LF	\$2.00	1,056.00	1,056.00	3.00	1,059.00	This Change: \$6.00
										Prev Revised: \$2,112.00
										Final Amount: \$2,118.00

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
									Bid Contract:	\$2,112.00
									Net Change:	\$6.00
									PCT Change:	0.28 %
	Explanations:		Traffic stripe was installed according to the City of Midwest City standards.							
33739(04)	0046	0300	856(A) 8548	LF	\$3.00	251.00	251.00	119.00	370.00	
	Item Description:		TRAFFIC STRIPE(MULTI-POLY)(12" WIDE)							
	Supplemental Description 1:									
	Supplemental Description 2:									
									This Change:	\$357.00
									Prev Revised:	\$753.00
									Final Amount:	\$1,110.00
									Bid Contract:	\$753.00
									Net Change:	\$357.00
									PCT Change:	47.41 %
	Explanations:		Traffic stripe was installed according to the City of Midwest City standards.							
33739(04)	0047	0300	856(A) 8555	LF	\$7.00	162.00	162.00	1.50	163.50	
	Item Description:		TRAFFIC STRIPE(MULTI-POLY.)(24" WIDE)							
	Supplemental Description 1:									
	Supplemental Description 2:									
									This Change:	\$10.50
									Prev Revised:	\$1,134.00
									Final Amount:	\$1,144.50
									Bid Contract:	\$1,134.00
									Net Change:	\$10.50
									PCT Change:	0.92 %
	Explanations:		Traffic stripe was installed according to the City of Midwest City standards.							
33739(04)	0048	0300	856(B) 8860	EA	\$250.00	8.00	8.00	0.00	8.00	
	Item Description:		TRAFFIC STRIPE(MULTI-POLY.)(ARROWS)							
	Supplemental Description 1:									
	Supplemental Description 2:									
									This Change:	\$0.00
									Prev Revised:	\$2,000.00
									Final Amount:	\$2,000.00
									Bid Contract:	\$2,000.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33739(04)	0049	0300	857(F) 8006	LF	\$1.00	2,800.00	2,800.00	-776.00	2,024.00	
	Item Description:		PAVEMENT MARKING REMOVAL(TRAFFIC STRIPE)							
	Supplemental Description 1:									
	Supplemental Description 2:									
									This Change:	\$-776.00
									Prev Revised:	\$2,800.00
									Final Amount:	\$2,024.00
									Bid Contract:	\$2,800.00
									Net Change:	\$-776.00
									PCT Change:	-27.71 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.							
33739(04)	0050	0300	857(F) 8007	EA	\$100.00	6.00	6.00	0.00	6.00	
	Item Description:		PAVEMENT MARKING REMOVAL(ARROWS)							
	Supplemental Description 1:									
	Supplemental Description 2:									
									This Change:	\$0.00
									Prev Revised:	\$600.00
									Final Amount:	\$600.00
									Bid Contract:	\$600.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33739(04)	0051	0300	880(J) 8905	LSUM	\$5,500.00	1.00	1.00	0.00	1.00	
	Item Description:		CONSTRUCTION TRAFFIC CONTROL							
									This Change:	\$0.00

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
									Prev Revised:	\$5,500.00
									Final Amount:	\$5,500.00
									Bid Contract:	\$5,500.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
									Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.	
33739(04)	0052	0600	642(B) 0096	LSUM	\$500.00	1.00	1.00	-1.00	0.00	
									This Change:	-\$500.00
									Prev Revised:	\$500.00
									Final Amount:	\$0.00
									Bid Contract:	\$500.00
									Net Change:	-\$500.00
									PCT Change:	-100 %
									Explanations: This contract was a signal and sidewalk project and the contractor chose not to stake it due to the limited extents of each area.	
33739(04)	0053	0640	641 1552	LSUM	\$18,050.00	1.00	1.00	0.00	1.00	
									This Change:	\$0.00
									Prev Revised:	\$18,050.00
									Final Amount:	\$18,050.00
									Bid Contract:	\$18,050.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
									Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.	
33739(04)	8001	0100	619(B) 4726	LF	\$15.53	0.00	172.00	0.00	172.00	
									This Change:	\$0.00
									Prev Revised:	\$2,671.16
									Final Amount:	\$2,671.16
									Bid Contract:	\$0.00
									Net Change:	\$2,671.16
									PCT Change:	100.00 %
									Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.	
33739(04)	8002	0100	619(B) 4727	SY	\$39.67	0.00	31.00	0.00	31.00	
									This Change:	\$0.00
									Prev Revised:	\$1,229.77
									Final Amount:	\$1,229.77
									Bid Contract:	\$0.00
									Net Change:	\$1,229.77
									PCT Change:	100.00 %
									Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.	
33739(04)	8003	0100	619(B) 4728	SY	\$47.95	0.00	87.00	0.00	87.00	
									This Change:	\$0.00
									Prev Revised:	\$4,171.65
									Final Amount:	\$4,171.65
									Bid Contract:	\$0.00
									Net Change:	\$4,171.65
									PCT Change:	100.00 %
									Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.	

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change	
33739(04)	8004	0100	610(B) 0604	SY	\$113.27	0.00	31.00	12.00	43.00		
			Item Description: 6" CONCRETE DRIVEWAY						This Change:		\$1,359.24
			Supplemental Description 1: 6" Concrete Driveway						Prev Revised:		\$3,511.37
			Supplemental Description 2:						Final Amount:		\$4,870.61
									Bid Contract:		\$0.00
									Net Change:		\$4,870.61
									PCT Change:		100.00 %

Explanations: This change order item was increased to match field measurements.

TOTAL VALUE FOR CHANGE ORDER 002 : \$7,292.46

Contract ID	190124	Primary County	OKLAHOMA	Primary PCN	33739(04)
Change Order Nbr	002	Project	STPG-255F(482)AG		

Prime Contractor's Section

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

[Signature]
Signature

ROBERT MEADORS
Name(Printed)

PRESIDENT
Company Title

Subscribed and sworn before me this 17th day of November year of 2021

My commission expires 12/6/23

[Signature]
Notary Public

07011586
Commission Number



Oklahoma Department of Transportation Section

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

P.E. Seal

Department Personnel

Approval Date

Chris Harlin
11-18-21



Contract ID	190124	Primary County	OKLAHOMA	Primary PCN	33739(04)
Change Order Nbr	002	Project	STPG-255F(482)AG		

Local Government Section

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

City/County Official

Date Acknowledged



CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

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

ENGINEERING DIVISION
Brandon Bundy, P.E., City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, AICP, Manager
COMPREHENSIVE PLANNER
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Building Official

TO : Honorable Mayor and Council

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

DATE : December 14th, 2021

SUBJECT : Discussion and consideration, including any amendment thereto, of approving a programming resolution for possible inclusion into the Air Quality Small Grant Program for a project to add active transportation improvements to Adair Boulevard from Hudiburg Drive to Air Depot Boulevard.

For the proposed project; the outside west bound lane of Adair Boulevard would be physically separated from vehicle traffic and replaced with a 2 way corridor able to be used by pedestrians and bicyclists. This corridor would be an important link between the Innovation District / Rose State and the Original Mile Neighborhood / Town Center.

This project will promote multimodal options because it is a new multimodal option where none currently exists. The surrounding activity nodes and demographics are suggestive of those that desire and demand multimodal trips as an alternative to vehicle trips.

There is a gap in the existing system created by Adair Boulevard. Currently there is a sidewalk connection through the neighborhood to the east via a recently upgraded signal at Air Depot Boulevard. To the west there are sidewalks and trails on Rose State campus. The adopted Trail Master Plan identifies this corridor as the "Rose State Connector".

Safety will drastically improve with this project by separating active transportation modes from the vehicle trips. A citizen could then be independent of a vehicle and drastically minimize conflicts.

The accompanying programming resolution is required in order to have the referenced project considered in for the Air Quality Small Grant Program. All projects that apply for this funding must be programmed in this manner. Programming a project does not guarantee the project will be funded since it competes with projects submitted by other entities across the metropolitan area.

- 80% Federal Funds: \$85,600
- 20% Local Match: \$21,400
- Estimated total cost - \$107,000

No City funds are obligated at this time. However, if the project is funded, the City will be obligated to fund the local match and hire a design consultant. Project selection is scheduled for winter of 2022.

Staff recommends acceptance as this is consistent with past policy

A handwritten signature in black ink, appearing to read 'B. Bundy', written over a horizontal line.

Brandon Bundy, P.E.,
City Engineer

Attachment

**RESOLUTION
PROGRAMMING CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT
AIR QUALITY SMALL GRANT PROGRAM PROJECT**

WHEREAS, Air Quality Small Grant Program funds for urbanized areas have been made available for improvements within the Oklahoma City Urban Area, and

WHEREAS, The City of Midwest City (City) has selected a project described as follows: Adair Boulevard, active transportation improvements from Hudiburg Drive to Air Depot Boulevard, and

WHEREAS, the engineer's preliminary estimate of cost is \$107,000, and Federal participation under the terms of Congestion Mitigation and Air Quality Improvement (CMAQ) funds is hereby requested for funding 80% of the project cost, which is estimated at \$85,600, and

WHEREAS, the City proposes to use the Capital Improvements Project Fund as the source(s) of funds for the local match, which is estimated at -\$21,400, and

WHEREAS, no City funds are committed by this action at this time, and

WHEREAS, the City has the required matching funds available and further agrees to fund the project for reimbursement of the federal funds, and

WHEREAS, the City will select a design consultant qualified and licensed in the state of Oklahoma to furnish engineering services in the preparation of detailed plans, specifications and estimates, and

WHEREAS, the City agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed, and

WHEREAS, the City agrees, as a condition to receiving any Federal financial assistance from the Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964", and

WHEREAS, The City assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity administered by the City, and

WHEREAS, the City further understands that acceptance of this resolution by the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation is not a commitment to Federal funding, but only registers the City's interest and intent in participating in the program application process.

NOW, THEREFORE, BE IT RESOLVED:

That ACOG is hereby requested to consider this project as a candidate for Federal funding, and to submit same to the Oklahoma Department of Transportation for its approval;

ADOPTED by the City Council of Midwest City and SIGNED by the Mayor this 14th day of December, 2021.

ATTEST:

City Clerk

Mayor

Approved as to form and legality

City Attorney

Adair Boulevard



Legend

Close 1 WB lane, create separated 2 way track

Existing ADA Compliant Signal

Existing sidewalk connection into Original Mile neighborhood

Future commercial re-development



1 in = 752 ft
when printed actual size on 8-1/2"x11" paper

DISCLAIMER
This map is a general information public resource. The City of Midwest City makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the information provided on this map. Any party's use or reliance on this map, or any information on it, is at that party's own risk and without liability to the City of Midwest City, its officials or its employees for any discrepancies, errors or variances that may exist.



CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

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

ENGINEERING DIVISION
Brandon Bundy, P.E., City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, AICP, Manager
COMPREHENSIVE PLANNER
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Building Official

TO : Honorable Mayor and Council

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

DATE : December 14th, 2021

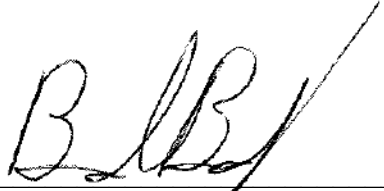
SUBJECT : Discussion and consideration, including any amendment thereto, of granting a Permanent Easement to Oklahoma Gas and Electric Company across a certain parcel of land located within the corporate boundaries of Midwest City being part of Section Two (2), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

As part of the upcoming Reno Resurfacing project, we require a relocation of an anchor wire supporting the pole at the southwest corner of the intersection of Reno Avenue and Woodside Drive.

Granting of the easement to Oklahoma Gas and Electric (OG&E) will allow them to relocate the anchor wire.

Staff met with OG&E staff and came up with this solution as the best case scenario for the City Project, OG&E, and customers. The project to relocate the line will be done with minimal interruption to service.

Staff recommends granting the easements.



Brandon Bundy, P.E.,
City Engineer

Attachment



Legend

Street Names

Street Names



1 in = 94 ft

when printed actual size
on 8-1/2"x11" paper

DISCLAIMER

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Existing will cause a clearance issue with future trail

Rough est of trail alignment

AFTER RECORDING RETURN TO:
OGE ELECTRIC SERVICES
LAND MANAGEMENT SERVICES
PO BOX 321 M/C WN-51
OKLAHOMA CITY OK 73101-0321
WORK ORDER #8435362

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: THAT the **City of Midwest City, a municipal corporation**, Grantor, in consideration of the sum of Ten or more dollars in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant and warrant unto **OKLAHOMA GAS AND ELECTRIC COMPANY**, an Oklahoma corporation, Grantee, its successors and assigns, the right, privilege and authority to enter upon and install, erect, construct, operate, maintain, and reconstruct underground and/or above ground a system of poles, anchors, guy wires, conduits, wires, cables, vaults, junction boxes, switches, fuses, transformers, service connection boxes and other fixtures for the transmission and distribution of electrical current and communication messages, including the right of ingress and egress to and from said system across adjoining lands of Grantor, together with the authority to cut down, control the growth of, or trim and keep trimmed any trees that may in the judgment of the Grantee interfere with or endanger said line or its maintenance and operation.

The real property covered by this easement is situated in **OKLAHOMA** County, State of Oklahoma, and is described as follows:

See EXHBIT "A" attached hereto and made a part hereof.

Grantor further agrees that no building or other structure shall ever be erected nor shall any excavation or other removal of soil, so as to change the grade of terrain, be accomplished by Grantor, its heirs or assigns, within the above described easement area unless the written consent of the Grantee is first obtained. Grantor further acknowledges the requirements of 63 Oklahoma Statutes (2011) Section 142.1, et. seq. (One-call statute).

Grantor hereby consents to permit Grantee to trim and keep trimmed any trees and foliage on Grantor's property immediately adjacent to the easement granted herein, and Grantee shall have the right to enter upon Grantor's property for this purpose.

The rights and privileges above granted to continue so long as same are used or needed for the transmission and distribution of electric current or communication messages; but should the Grantee remove its property from the premises and abandon the right of way herein granted, then the rights granted in this easement shall terminate.

Signed and delivered this _____ day of _____, 2021.

City of Midwest City

By: _____

Title: _____

TRUST ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____, SS;

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2021, personally appeared _____, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed of such trust, for the uses and purposes therein set forth.

(Name as it appears in the "By" line of signature block)

(Title as it appears in the "Title" line of signature block)

(he, she, they)

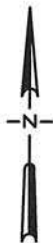
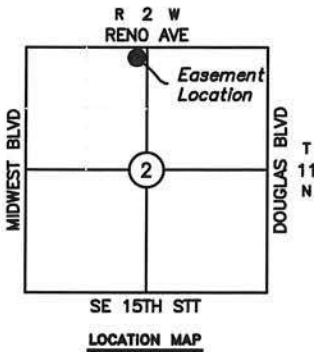
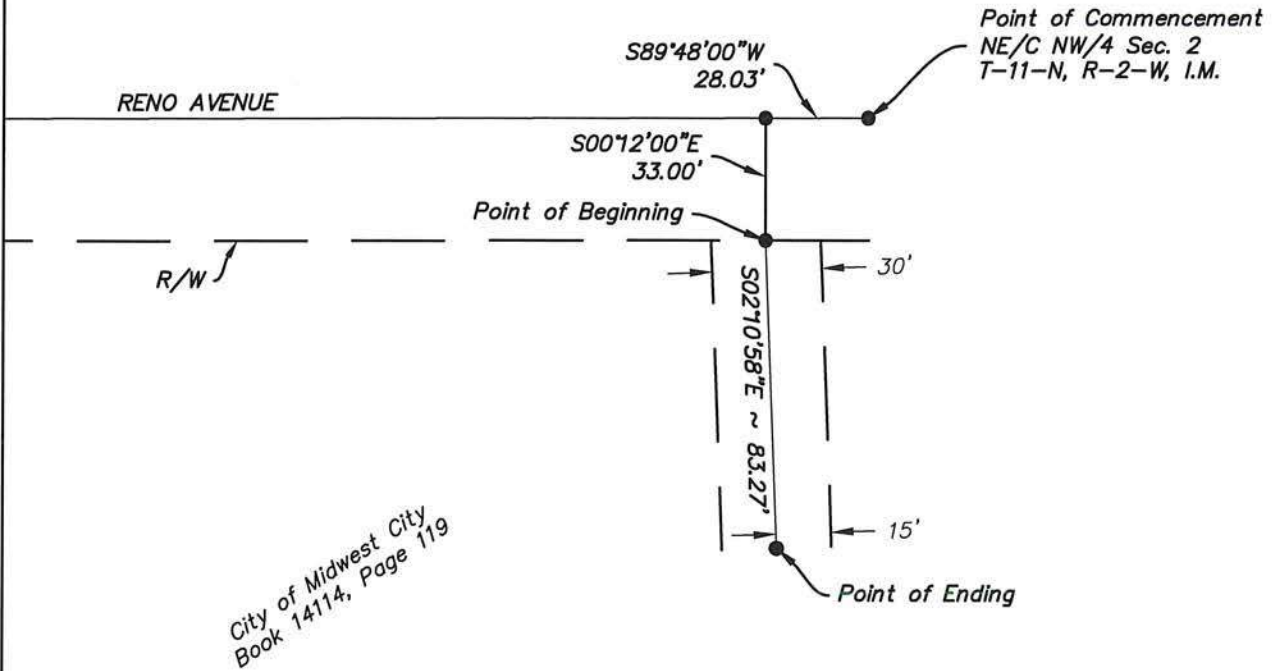
(his, her, their)

My Commission Expires: _____

Commission # _____

Notary Public

EXHIBIT A



Scale 1" = 50'



WO# 6905925

LEMKE LAND SURVEYING, LLC

3226 BART CONNER DRIVE, NORMAN, OK 73072
 PH.(405)368-8541 FAX(405)368-8540
 CA # 6975
<http://www.lemke-la.com>

Surveyed By:	CG
Drawn By:	SA
Approved By:	WS
Date:	11/8/2021
Scale:	1" = 50'
Project No:	12089

Project:	MWC PARK POLE & ANCHOR RELOCATE MIDWEST CITY, OK
Project Location:	PT OF NW/4 SEC. 2 T-11-N, R-2-W, OKLAHOMA COUNTY, OKLAHOMA
Client:	OKLAHOMA GAS & ELECTRIC

Sheet Number

1

Sheet 1 of 2

EXHIBIT A

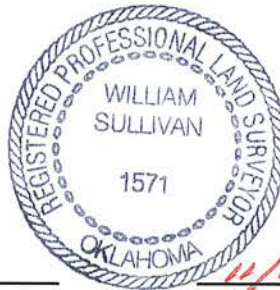
LEGAL DESCRIPTION

A 30-foot Oklahoma Gas & Electric (OG&E) Company utility easement, 15.0 feet each side of a centerline located in the Northwest Quarter (NW/4) of Section Two (2), Township eleven North (T-11-N), Range Two West (R-2-W) of the Indian Meridian (I.M.), Oklahoma County, Oklahoma and being more particularly described as follows:

Commencing at the Northeast corner of said NW/4;
 Thence S 89°48'00" W along the North line of said NW/4 a distance of 28.03 feet;
 Thence S 00°12'00" E a distance of 33.00 feet to a point on the statutory right-of-way line and the Point of Beginning;
 Thence S 02°10'58" E a distance of 83.27 feet to the Point of Ending.

Note: Basis of Bearing = S 89°48'00" W = North line NW/4 Section 2, T-11-N, R-2-W, I.M. (Plat - ATKINSON PARK ADDITION).

Note: It is intended for the edges of easements to terminate at buildings, existing easements/rights-of-way and property lines (as shown o sketch), so as not to create any encroachments.



William Sullivan

 William Sullivan P.L.S.1571 12/09/2021

 Date

WO# 6905925

	LEMKE LAND SURVEYING, LLC		Surveyed By: CG	Project: MWC PARK POLE & ANCHOR RELOCATE	Sheet Number 2 Sheet 2 of 2
	3228 BART CONNER DRIVE, NORMAN, OK 73072 PH:(405)368-8541 FAX(405)368-8540 CA # 6975 http://www.lemke-ls.com		Drawn By: SA	Midwest City, OK	
			Approved By: WS	Project Location: PT OF NW/4 SEC. 2	
			Date: 11/8/2021	T-11-N, R-2-W, OKLAHOMA COUNTY, OKLAHOMA	
		Scale:	Client: OKLAHOMA GAS & ELECTRIC		
		Project No: 12089			

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CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

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

ENGINEERING DIVISION
Brandon Bundy, P.E., City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, AICP, Manager
COMPREHENSIVE PLANNER
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Building Official

TO : Honorable Mayor and Council

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

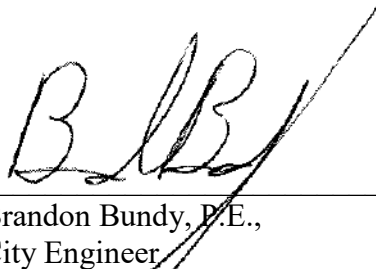
DATE : December 14th, 2021

SUBJECT : Discussion and consideration, including any amendment thereto, of approving Change Order #05 with the Oklahoma Department of Transportation for STP-255B(461)AG, State Job Number 31548(04), SE 29th Street Reconstruction from Midwest Boulevard to Douglas Boulevard in the amount of \$86,580.18.

The attached change order is for the SE 29th Street Reconstruction project recently completed. This change order is for the storm sewer modifications that were required as a result of unknown utility issues. The amount is negotiated on our behalf by ODOT per the project agreement.

The SE 29th Street Reconstruction project is funded by a mix of Federal and City funds which will be accounted for in the final project budget.

Fund balances are determined at closure of project.



Brandon Bundy, P.E.,
City Engineer

Attachment

Oklahoma Department of Transportation Change Order

Contract ID	190156	Primary County	OKLAHOMA	Primary PCN	31548(04)
Change Order Nbr	005	Project	STP-255B(461)AG		
Contract Description	WIDEN, RESURFACE, AND SIDEWALKS CITY STREET (SE 29TH STREET): FROM MIDWEST BOULEVARD, EXTEND EAST IN MIDWEST CITY. PROJECT LENGTH = 1.01 MILES				
Change Order Type	SUPPLEMENTAL AGREEMENT				
Zero Dollar Change Order	NO		Status	Pending	

General Change Order Description(s): This change order establishes line item #'s 8020 (Special Inlet Drain), 8021 (Headwall), 8022 (Fire Hydrants), 8023 (Construction Miscellaneous), and 8024 (Muck Excavation) to allow for an achievable final product. This change order also establishes line item #8021 (Headwall) to compensate the contractor for raising the existing headwall in lieu of eliminating the the headwall extension, #8022 (Fire Hydrants) to compensate the contractor for replacing a leaning fire hydrant, #8023 (Construction Miscellaneous) to compensate the contractor for field adjustments made to structures F1 and A9 to avoid utility conflicts, #8024 (Muck Excavation) to compensate the contractor for removing and replacing poor existing subgrade before stabilization occurred.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
31548(04)	0054	0100	619(B) 0291	EA	\$2,000.00	2.00	2.00	-1.00	1.00	
Item Description: REMOVAL OF HEADWALL								This Change:		-\$2,000.00
Supplemental Description 1:								Prev Revised:		\$4,000.00
Supplemental Description 2:								New Revised:		\$2,000.00
								Bid Contract:		\$4,000.00
								Net Change:		-\$2,000.00
								PCT Change:		-50.00 %
Explanations: This line item is being reduced due to a change in scope of the project. There was a conflicting high pressure gas line that prohibited a RCB lengthening from being constructed. LI #8021 (Headwall) was established to pay for the headwall raising that was required due to an elevation difference.										
31548(04)	8020	0100	611(G) 4012	EA	\$3,000.00	0.00	0.00	1.00	1.00	
Item Description: SPECIAL INLET DRAIN								This Change:		\$3,000.00
Supplemental Description 1: Modified Structure M1 to Country Style Inlet								Prev Revised:		\$0.00
Supplemental Description 2:								New Revised:		\$3,000.00
								Bid Contract:		\$0.00
								Net Change:		\$3,000.00
								PCT Change:		100.00 %
Explanations: This line item is established to change structure M1 from the original 6' manhole to a modified manhole by removing the cone, removing a portion of the walls, extending existing walls, and pouring a new concrete top.										
31548(04)	8021	0100	613 0200	EA	\$2,332.00	0.00	0.00	1.00	1.00	
Item Description: HEADWALL								This Change:		\$2,332.00
Supplemental Description 1: Headwall Extension								Prev Revised:		\$0.00
Supplemental Description 2:								New Revised:		\$2,332.00
								Bid Contract:		\$0.00
								Net Change:		\$2,332.00
								PCT Change:		100.00 %
Explanations: This line item is established to change the headwall by raising the existing headwall. This was required because the elimination of the extension left the existing headwall too low for being so close to the proposed roadway. This line item was required due to a conflicting gas line that required an elimination of the extension, and instead, a headwall raising.										
31548(04)	8022	0100	616(G) 1192	EA	\$9,067.94	0.00	0.00	1.00	1.00	
Item Description: FIRE HYDRANTS								This Change:		\$9,067.94
Supplemental Description 1: Replacement of Fire Hydrant								Prev Revised:		\$0.00
Supplemental Description 2:								New Revised:		\$9,067.94
								Bid Contract:		\$0.00
								Net Change:		\$9,067.94
								PCT Change:		100.00 %
Explanations: This line item establishes the replacement of a leaning fire hydrant. This fire hydrant was leaking at the base connection and no longer straight vertically.										

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
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31548(04)	8023	0640	104 0700	LS	\$5,090.00	0.00	0.00	1.00	1.00	
Item Description: CONSTRUCTION MISCELLANEOUS									This Change:	\$5,090.00
Supplemental Description 1: Drainage Modifications to F1 and A9									Prev Revised:	\$0.00
Supplemental Description 2:									New Revised:	\$5,090.00
									Bid Contract:	\$0.00
									Net Change:	\$5,090.00
									PCT Change:	100.00 %

Explanations: This line item establishes the field modifications that were required to make structures F1 and A9 fit despite the conflicting utilities. F1 was originally a 2-B inlet that was changed to a 2-Std inlet. The contractor had to modify the structure to avoid conflicting with the existing gas line. A9 was originally a 4' manhole that was changed to a SMD inlet. The contractor had to modify the structure to avoid conflicting with the existing gas line.

31548(04)	8024	0100	202(B) 0105	CY	\$16.00	0.00	0.00	4,318.14	4,318.14	
Item Description: MUCK EXCAVATION									This Change:	\$69,090.24
Supplemental Description 1: Removal and Replacement of Bad Underlying Soil									Prev Revised:	\$0.00
Supplemental Description 2:									New Revised:	\$69,090.24
									Bid Contract:	\$0.00
									Net Change:	\$69,090.24
									PCT Change:	100.00 %

Explanations: This line item establishes the removal and replacement of poor existing subgrade found. There were several locations that were varying depths of black soil that would have been unfit for a roadway subgrade. The contractor removed the existing poor soil and replaced the areas with appropriate soil that was later stabilized.

TOTAL VALUE FOR CHANGE ORDER 005 : \$86,580.18

Contract Time Adjustments

No contract time adjustments are associated with this change order.

Contract ID	190156	Primary County	OKLAHOMA	Primary PCN	31548(04)
Change Order Nbr	005	Project	STP-255B(461)AG		

Local Government Section

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

_____ *City/County Official*

_____ *Date Acknowledged*



Economic Development Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office: (405) 739-1218

MEMORANDUM

To: Honorable Mayor and Midwest City Council

From: Robert Coleman, Director of Economic Development

Date: December 14, 2021

Subject: Discussion and consideration, including any amendments, of appointing Planning Commission Chairman Russell Smith to serve on the Local Development Review Committee.

Oklahoma State Statutes (O.S. § 62-855) require the governing body to appoint a committee to review and make recommendations concerning any proposed Tax Increment Finance District, project plan or project. One member shall be a representative of the planning commission having jurisdiction over the proposed district.

The current Midwest City Planning Commission roster includes:

Chairman Russell Smith	Rick Dawkins
Vice-Chairman Jess Huskey	Dee Collins
Jim Campbell	Dean Hinton
Dee Collins	Jim Smith

The Planning Commission at its December 7, 2021, meeting unanimously recommended the appointment of Chairman Smith to serve in this capacity. There were no other nominees.

Retired Planning Commission Chairman Stan Greil formerly served in this capacity when Midwest City TIF District #2 was started in 2017. At its

Meeting schedules are yet to be determined, but they will likely occur Thursday afternoons in January and/or February and March.

Please contact my office with any question.

Respectfully,

Robert Coleman
Director of Economic Development



Information Technology
 100 N. Midwest Boulevard
 Midwest City, OK 73110
 Office 405.739.1374
 Fax 405.869.8602

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Allen Stephenson, Information Technology Director

DATE: December 14, 2021

SUBJECT: 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.

The following computer equipment and peripheral devices are obsolete, defective or have been replaced.

	CPU	
<i>INVENT #</i>	<i>MANUFACTOR</i>	<i>SERIAL NUMBERS</i>
922	Dell Optiplex 3010	B8CQ6Y1
2036	Dell Precision M4400	7MTRDH1
N/A	Lenovo	ES12540328
1823	Dell Optiplex 3020	J7QQDB2
2484	MS Surface	3525550 90319044
1022	Dell Optiplex XE2	GQVQB42
1024	Dell Optiplex XE2	GQVPB42
	MISCELLANEOUS	
Quantity	Hardware Type	Serial Number
1	Cisco 24 port switch	DNI161503HH
1	Cisco 24 port switch	DNI162207W5
6	Dell Monitors	
1	Avigilon/Arrestment Camera	12457801
1	HP LaserJet Pro M402	PHGDF29565
1	Vizio TV	
1	Server Rack	



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

MEMORANDUM

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Assistant City Manager

Date: December 14, 2021

Subject: Discussion and consideration for adoption, including any possible amendment of 1) declaring various 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.

The list of surplus items is attached.

Action is at the discretion of the Council.

Vaughn K. Sullivan
Assistant City Manager

Reed Ball Park Inventory to Surplus

(Furniture, plumbing fixtures, appliances, flooring, scoreboards, stage)

Quantity	Description
----------	-------------

- (9) Alulite Stage tables (*appears to be in good condition*)
- (6) American Standard 6.0 lpf/1.6 gpf Commercial Toilets (*good condition*)
- (2) Urinals (*good condition*)
- (4) Sinks (*good condition*)
- (1) Small two door metal cabinet (*good condition*)
- (1) Large metal desk (*good condition*)
- (2) Rolling office chairs (*need cleaned*)
- (2) Cushion chairs (*need cleaned*)
- (1) Large wooden file cabinet (*good condition*)
- (1) Hoshizaki Commercial Refrigerator (*needs repairs*)

Wood flooring in 4X4 pieces approximately 32' X 30' all together (*good condition*)

- (5) Large pieces of old scoreboards (*needs repairs*)
 - (1) GE full size refrigerator (*needs repairs*)
 - (1) Full size refrigerator (*needs repairs*)

AO (12/2/21)

Doug Hunt Inventory to Surplus

(Lawn mower, field/farm equipment)

Quantity	Description
----------	-------------

- (1) Ferris Propane Zero Turn Lawnmower (Needs Repaired)
- (3) Everstar portable air conditioners (all need repairs)
- (1) BEFCO Tiller 4' (possible repairs)
- (1) Land Pride Patriot Brush Hog 5' (possible repairs)
- (5) Panels of Wenger Tourmaster Stage 3-step risers (*appears to be in good condition*)
- (1) Honda Field Lazer Paint Striper (needs repairs)
- (1) 3 wheel line field chalker (*good condition*)

Nick Harroz Community Center Inventory to Surplus

(Appliances)

Quantity	Description
----------	-------------

- (1) 4 burner Stove - GE (brand) -electric stove/oven - white
- (1) Microwave - 1000 watt - Hamilton Beach (brand) - black

Both items need repairs. AO 12/2/2021



DISCUSSION ITEMS





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

ENGINEERING DIVISION
Brandon Bundy, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Building Official

Billy Harless, Community Development Director

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: December 14, 2021

Subject: (PC-2090) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from C-3, Community Commercial and to R-HD, High Density Residential, for the property described as a part of the SW/4 of Section 12, T-11-N, R-2-W, located at 2500 S. Douglas Blvd.

The applicant has requested to withdraw this application.

Action is at the discretion of the City Council.

Billy Harless, AICP
Community Development Director

KG

From: Chris Webster <webschris@gmail.com>
To: Kellie Gilles <KGilles@midwestcityok.org>
CC: Michael Pugh <MPugh@midwestcityok.org>
Date: 11/29/2021 10:56 AM
Subject: Re: Rezoning Application

Hi Kellie,

Yes please withdraw the application.

Thank you,
Chris

Sent from my iPhone

> On Nov 23, 2021, at 6:55 AM, Kellie Gilles <KGilles@midwestcityok.org> wrote:

>

> Chris,

>

> I just wanted to check in and see if you do want to withdraw this application or if you want to have it heard by the Planning Commission Jan. 4. Please let me know.

>

> Thank you,

>

> Kellie Gilles, AICP

> Current Planning Manager

> City of Midwest City

> 405-739-1223

>

>>>> Kellie Gilles 11/3/2021 8:34 AM >>>

> Good Morning Chris,

>

> Russell Smith asked that the Planning Commission continue your application to a further meeting to allow you more time to decide if you want to proceed with the current application or not. If you do decide that you want to withdraw it before the December 14 City Council meeting, we can get that information to the City Council. If you decide that you want to proceed with the application, it can be heard by the Planning Commission December 7, 2021. I'll need to know what you decide by November 22.

>

> Thank you,

>

> Kellie Gilles, AICP

> Planning Manager

> City of Midwest City

> 405-739-1223

>

>

>

>

>



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

ENGINEERING DIVISION
Brandon Bundy, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Current Planning Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Building Official

Billy Harless, Community Development Director

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: December 14, 2021

Subject: (PC-2091) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from A-1, Agricultural to I-3, Heavy Industrial, and a resolution for a Special Use Permit to allow the use of Animal Waste Processing, for a portion of the property addressed as 7221 NE 36th, part of the the SW/4 of Section 15, T-12-N, R-2-W.

Executive Summary: This is a request to rezone a portion of the property from A-1, Agricultural to I-3, Heavy Industrial with a Special Use Permit to allow the use of Animal Waste Processing. The area of request is a portion of the property where the former Animal Services Center was located. The applicant plans to use a portion of the property north of the vacant building for composting. The applicant has provided a business plan and stated that he does intend to use the existing structure as an office. If approved, the composting will be limited to the area of the I-3 zoning and Special Use Permit. According to the site plan and the business plan, in the future the applicant plans to build a retail building in the area of the property that is to remain zoned A-1. Agricultural retail sales is not a use listed in the current Zoning Ordinance. Section 4.1.1 of the Zoning Ordinance gives the Community Development Director the authority to determine the appropriate classification. If this application is approved, a new structure for agricultural retail sales may be permitted on the A-1 portion of the site due to its compatibility with the composting operation, however, general retail sales will not be permitted without appropriate zoning. Sanitary sewerage services are not currently available to this site. Any new construction will require a public sewer extension. All future construction must be permitted and meet current building, fire and zoning codes. Action is at the discretion of the City Council.

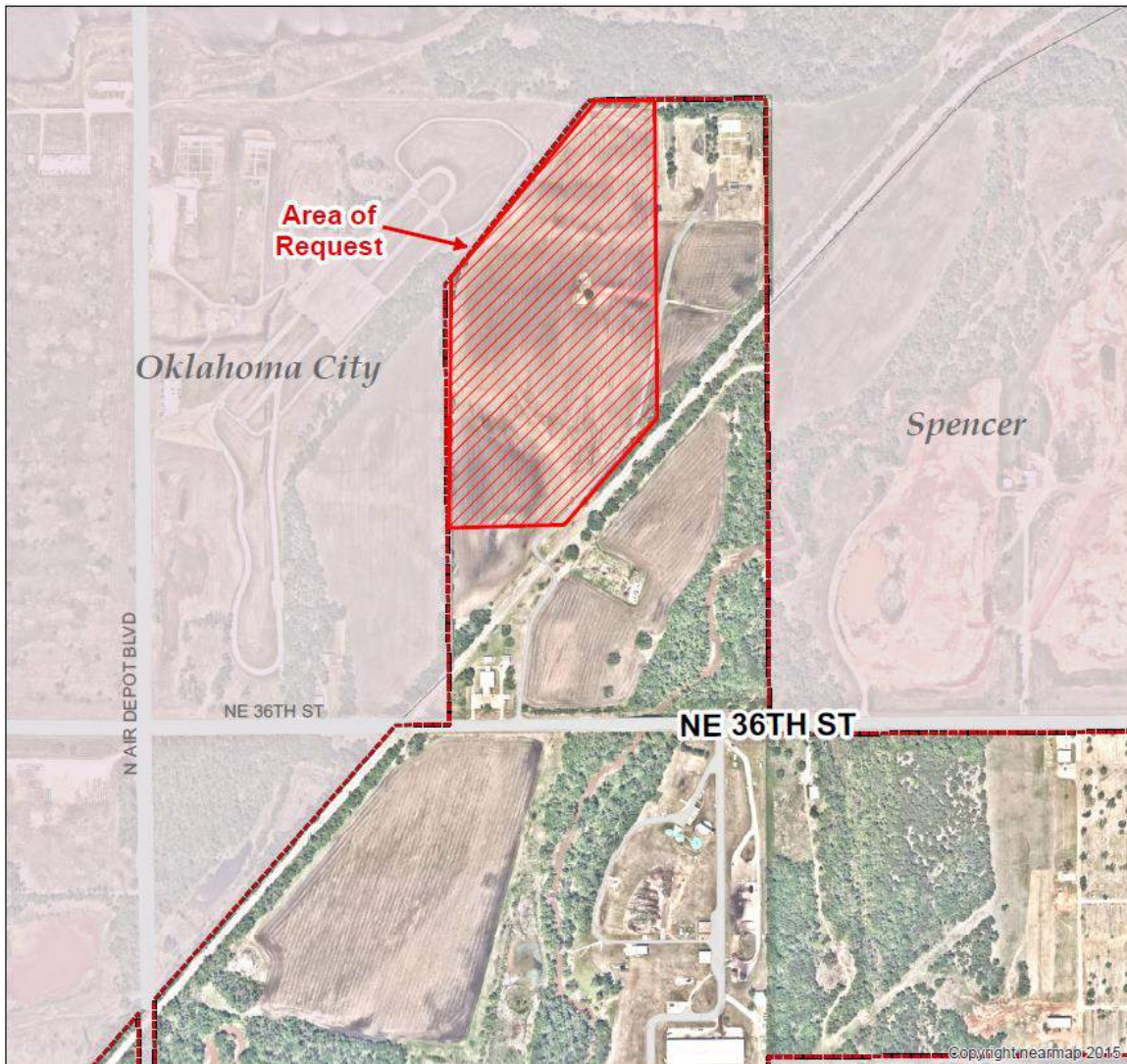
Dates of Hearing: Planning Commission – November 2, 2021
City Council – December 14, 2021

Owner: City of Midwest City

Applicant: Terry Craghead, Fertile Ground

Proposed Use: composting facility

Size:
The area of request is approximately 28.79 acres.



Development Proposed by Comprehensive Plan:

Area of Request – Public/Semi-Public (PSP)

North, South, East and West – Public/Semi-Public (PSP)

Zoning Districts:

Area of Request – A-1, Agricultural with a SUP for an oil/gas well

North and West – Oklahoma City

South and East – A-1, Agricultural with a SUP for an oil/gas well

Land Use:

Area of Request – vacant

North and West – vacant and driving range

South – vacant building

East – Midwest City Police firing range

Municipal Code Citation:

2.24 I-3, Heavy Industrial

2.24.1. General Description

This industrial district is intended to provide locations for those industrial uses which may generate relatively high levels of noise, vibrations, smoke, dust, odor, or light.

The industrial uses permitted in this district are generally incompatible with residential uses. For this reason it is desirable that they be located down wind and as far away as possible from residential, office and most commercial uses.

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. The property has been zoned A-1, Agricultural since the adoption of the 1985 Zoning Map.
2. The area of request has never been platted.
3. The Planning Commission recommended approval of this item November 2, 2021.

Staff Comments:

Engineer's report:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

The existing building at 7221 NE 36th Street is currently served by a City of Oklahoma City water main of unknown size. There is no Midwest City water available in that area. Any future building will have to connect to the City of Oklahoma City water or may extend the Midwest City water main from NE 23rd Street. Water line improvements are not required as outlined in Municipal Code 43-32 since there is potable water available.

Sanitary Sewerage Collection and Disposal

There is no sanitary sewer in this area. Because this is a zoning application; the existing building may remain on septic service. However, any additional buildings meant for human occupation or bathrooms outside the existing, will have to connect to the City sewer main, sewer line improvements are not required as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request exists off NE 36th Street. NE 36th Street is classified as a Secondary Arterial in the 2008 Comprehensive Plan. Sidewalks do not currently exist along the frontage but any expansion or driveway work will require consideration of sidewalk.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is developed with houses already established. The area of request is shown to have a mix of floodway and floodplain (zone AE) and areas of minimal flooding according to Flood Insurance Rate map (FIRM) number 40109C0195H, dated December 18th, 2009. Drainage and detention improvements are not required with this application but detention will be required with any building permit. No storage is or dirt work will be allowed in the floodway and areas of general floodplain will need a corresponding floodplain permit.

Easements and Right-of-Way

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

Fire Marshal's report:

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.
- Adequate fire apparatus access roads will be required to hold the imposed load of 75,000 lbs and are required to be maintained at all times.
- Fire hydrants are required to be maintained within 400 feet of commercial properties.

Plan Review Comments:

The applicant has entered into a lease agreement with the City of Midwest City to operate a composting facility in the area of request. The agreement is contingent upon this rezoning/Special Use Permit application. As mentioned in the executive summary, this request is only for the portion of the property where the composting operations are proposed to take place. The rest of the parcel will remain A-1, Agricultural. There is a current Special Use Permit on a portion of the property for an oil/gas well. This SUP is to remain as is.

The former animal services center is not included in this application, however, it is included in the parent parcel. This facility will be used as an office for the composting business. In the future, the applicant would like to build a structure of retail sales for compost materials. As mentioned in the executive summary, agricultural retail sales is not an identified use classification in the Midwest City Zoning Ordinance. As such, the ordinance gives the Community Development Director the authority to determine the most appropriate zoning district. Retail sales of composting/agricultural materials may be permitted in the future from the A-1 portion of the site. No general retail sales will be allowed without appropriate zoning.

Criteria for special use permit approval:

1. The Comprehensive Plan identifies the area of request as Public/Semi-Public. The City will retain ownership of the property and Fertile Ground will operate on a lease.
2. The proposed use is in harmony with the general purpose and intent of the I-3 zoning district regulations as it is not located near office or residential properties.
3. The proposed use is not likely to adversely affect the neighboring properties and not much of the surrounding area is developed.
4. The proposed use will not generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood.
5. Utility, drainage, parking, loading, signs, lighting access and other necessary public facilities are all existing and will not be affected by this proposed use.

Action is at the discretion of the City Council.

Action Required:

Approve or reject the ordinance to redistrict to I-3, Heavy Industrial and a resolution for a Special Use Permit to allow the use of Animal Waste Processing, for the property as noted herein, subject to staff's comments as found in the December 14, 2021 agenda packet and made a part of PC-2091 file.



Billy Harless,
Community Development Director
KG

The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director

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

To: Kellie Gilles, Plans Review Manager

From: Brandon Bundy, City Engineer

Date: August 11th, 2021

Subject: Engineering staff comments for pc-2091 application

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2091:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

The existing building at 7221 NE 36th Street is currently served by a City of Oklahoma City water main of unknown size. There is no Midwest City water available in that area. Any future building will have to connect to the City of Oklahoma City water or may extend the Midwest City water main from NE 23rd Street. Water line improvements are not required as outlined in Municipal Code 43-32 since there is potable water available.

Sanitary Sewerage Collection and Disposal

There is no sanitary sewer in this area. Because this is a zoning application; the existing building may remain on septic service. However, any additional buildings meant for human occupation or bathrooms outside the existing, will have to connect to the City sewer main, sewer line improvements are not required as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request exists off NE 36th Street. NE 36th Street is classified as a Secondary Arterial in the 2008 Comprehensive Plan. Sidewalks do not currently exist along the frontage but any expansion or driveway work will require consideration of sidewalk.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is developed with houses already established. The area of request is shown to have a mix of floodway and floodplain (zone AE) and areas of minimal flooding according to Flood Insurance Rate map (FIRM) number 40109C0195H, dated December 18th, 2009. Drainage and detention improvements are not required with this application but detention will be required with any building permit. No storage is or dirt work will be allowed in the floodway and areas of general floodplain will need a corresponding floodplain permit.

Easements and Right-of-Way

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



Midwest City Fire Marshal's Office

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



Re: PC - 2091

Date: 31 August 2021

PC-2091 is a request to rezone a portion of the property from A-1, Agricultural District to I-3, Heavy Industrial with a Special Use Permit for Animal Waste Processing.

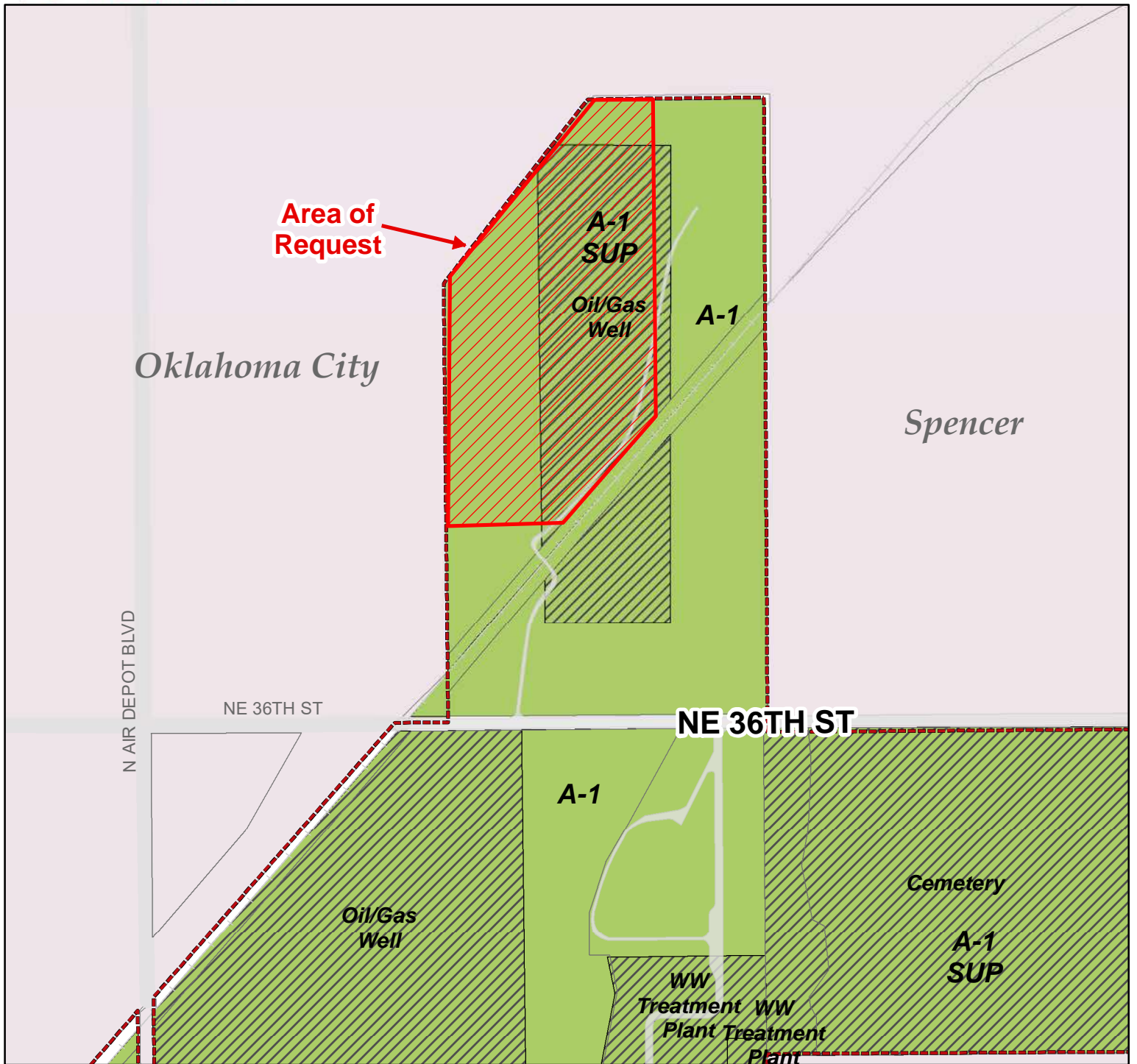
- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.
- Adequate fire apparatus access roads will be required to hold the imposed load of 75,000 lbs and are required to be maintained at all times.
- Fire hydrants are required to be maintained within 400 feet of commercial properties.

Respectfully,

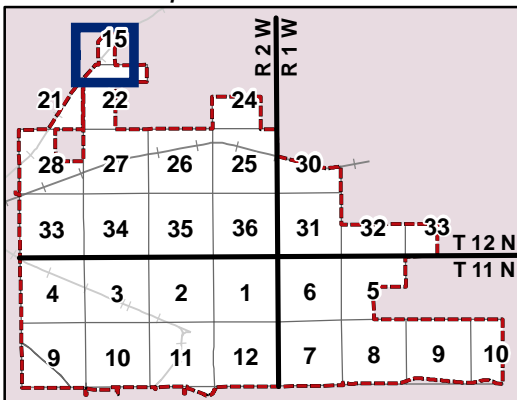
A handwritten signature in black ink, appearing to read "D. Helmberger".

Duane Helmberger
Fire Marshal
Midwest City Fire Department

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



Locator Map



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

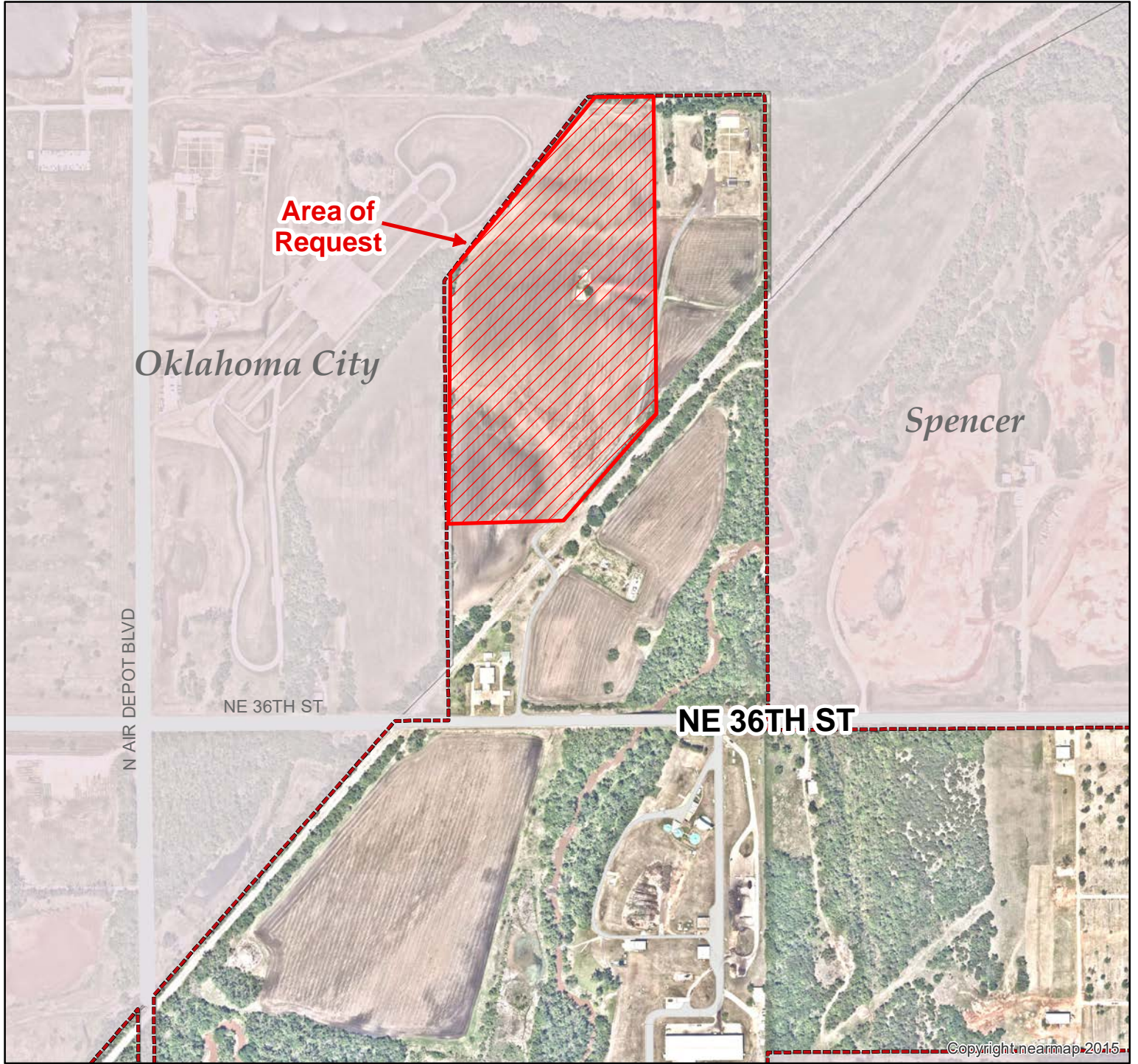
ZONING MAP FOR PC-2091 (SW/4, Sec. 15, T12N, R2W)



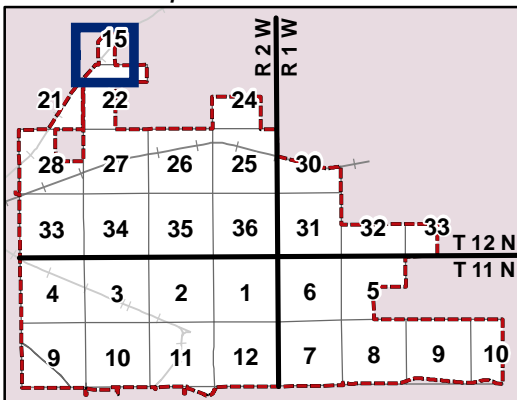
0 600 1,200 Feet

1 inch = 600 feet

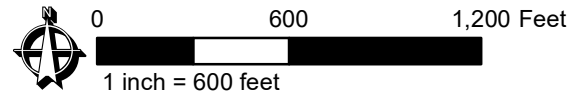
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT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



Locator Map



**4/2021 NEARMAP AERIAL VIEW FOR
PC-2091
(SW/4, Sec. 15, T12N, R2W)**



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ECONOMIC DEVELOPMENT PROJECT 2021D

Fertile Ground

Terry Craighead, Developer

Concept: Oklahoma City-based recycler, composter extraordinaire desires a long-term lease for City property at 7721 NE 36th and surrounding (net) ± 58 acres. Will consolidate operations and offer recycled materials to residential and commercial customers.

Was: City of Midwest City Animal Shelter, former Eckroat Farms agricultural lease

Proposal: 30-year lease @ \$2350 p/mo. with a \$2000 deposit.

Est. Start: 10/1/2021

Est. Completion: ???????

Projected Economic Impact:

- Annual payroll for 5 full-time employees; could double or triple within the first five years of operation.
- Annual retail Sales tax collections of up to \$20,000 with growth of up to 30% yearly.
- Gets the City out of the composting business.
- Increase sales tax collections of over \$32,000 per year.
- Increased economic activity while under construction.

Assistance Requested:

- None. However, Fertile Ground proposed to build a 10,000 ft.² warehouse on the site.

Next Steps:

Tonight: Approval of Letter of Intent

June 22nd: Presentation from Fertile Ground
Authorization for Fertile Ground to seek permit approvals on behalf of the City

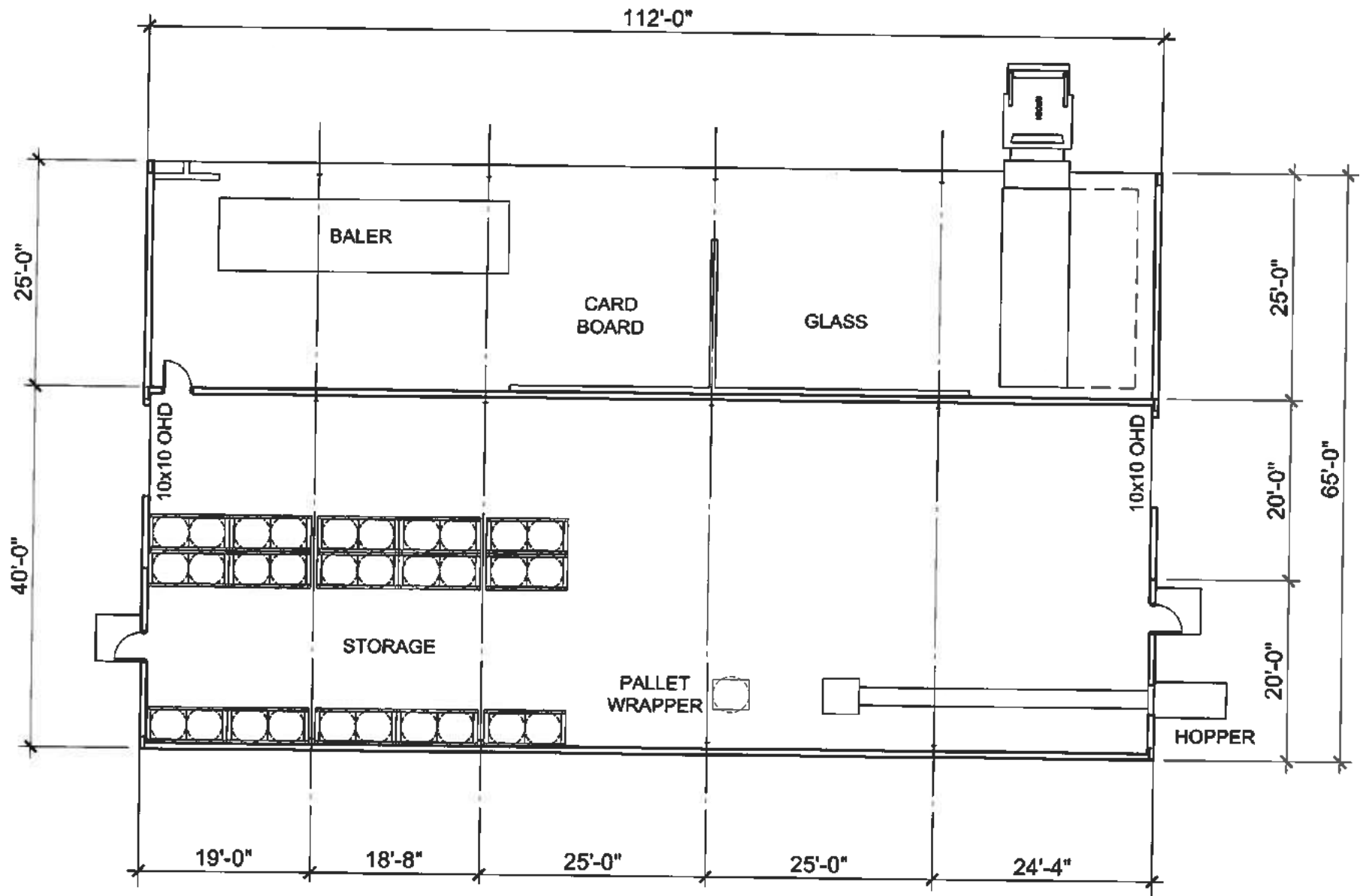
July: Animal Control operations relocated to new facility

August 3rd: Special Use Permit application heard by Planning Commission

August 24th: Approval of Special Use Permit
Approval of lease agreement
Approval of agreement for Fertile Ground to sell compost of behalf of the City

September: Last crop harvested by Eckroat Farms
Fertile Ground begins leasing of former Animal Control Building.

October: Fertile Ground begins leasing of former cropland.



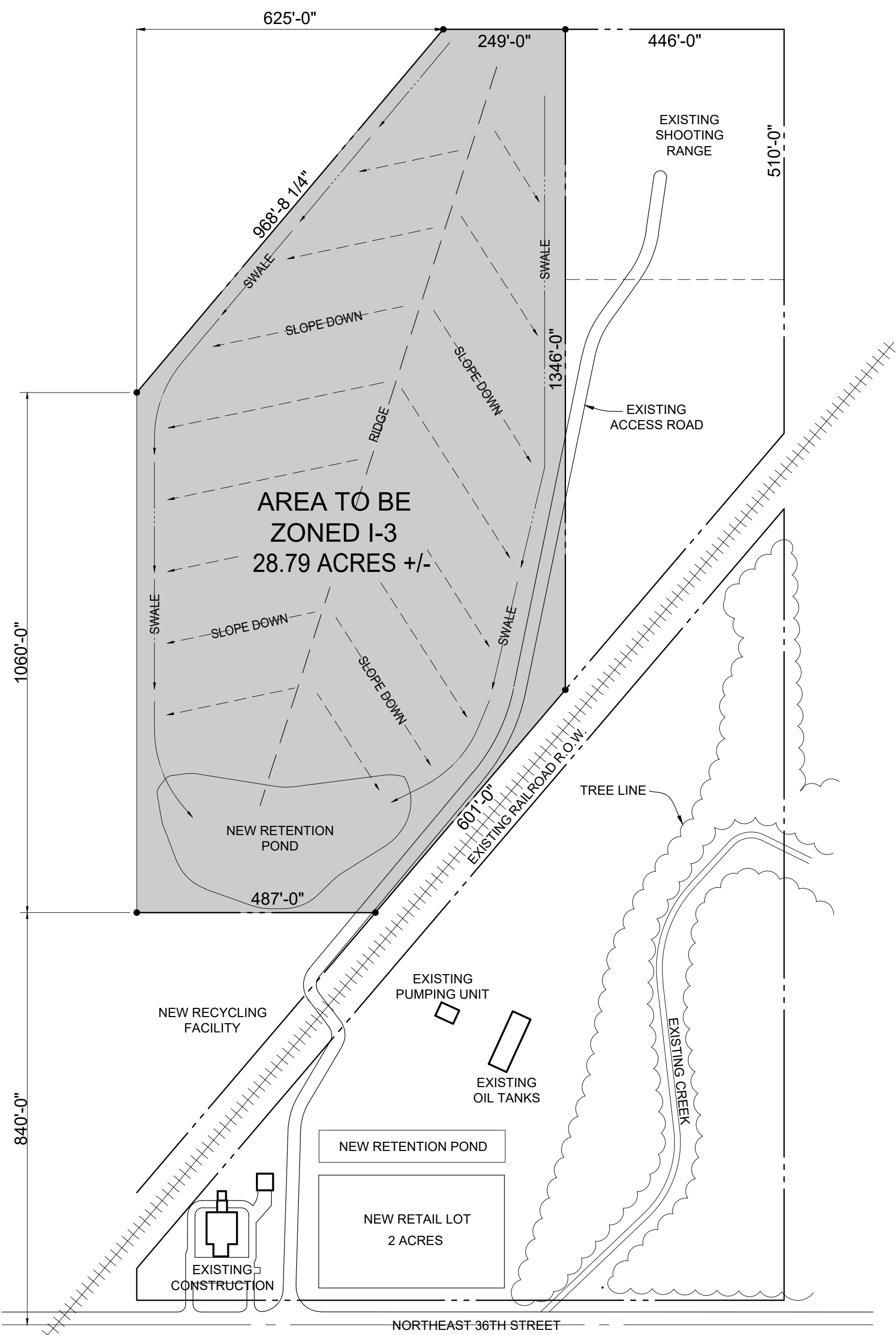
NORTH



FLOOR PLAN

1/16" = 1'-0"

07.15.21



7221 NE 36TH STREET

SITE PLAN



BUSINESS PLAN

FERTILE GROUND COOPERATIVE, A LIMITED COOPERATIVE ASSOCIATION

Courtney Hurst
Aaron Baker
Brittany Mitchell
Daniel McKinney
Darci Craghead
Eric Whelan
Hannah Braden
Johnny Fowler
Mordikai Hornpetrie
Stefan Warner
Terry Craghead

504 NE 16th St

Oklahoma City, OK 73104

405-633-0264

Executive Summary

Fertile Ground Cooperative (Fertile Ground) is a worker-owned cooperative that provides sustainable solutions that reduce environmental impacts and enhance the quality of life in central Oklahoma. Our mission is to improve and protect our social and natural environment through environmentally beneficial services and worker-owned jobs. Fertile Ground is seeking expansion funding in the amount of \$2,500,000 for the permanent relocation of our Resource Recovery Division, Office space and Retail Sales; Working Capital to expand Sales Team and grow Commercial collection business; and for the Capital costs associated with developing and operating a Commercial Composting Facility. Our core businesses include Resource Recovery for homes and businesses (Recycling, Compost, and Landfill) and production of Compost Filter Socks. The composting facility will provide at least two new revenue streams that will in turn support current businesses; compost facility tipping fees and sales of finished compost. This plan will put Fertile Ground on a sustainable and profitable path, with essential products and services diversified across waste management, construction, and agriculture industries.

History of the Company

Fertile Ground was started in December 2011 as a three member Limited Cooperative Association but has since grown to eleven worker-owners, each with an equal 9% ownership stake. Fertile Ground initially offered commercial compost and recycling collection, raised garden bed construction and zero-waste events. We knew that it would take several years of educating the public about the need for and existence of our services, so we opted not to raise capital until we felt that there was a definite market for our services. 2012-2014 averaged \$10,000 in revenue each year. For a brief period we were a two member cooperative in 2014 but in 2015 three new members joined. At that time the commercial compost service was relaunched and a new effort was undertaken to market composting service to restaurants and businesses. Fertile Ground landed three major clients that year, Mercy Hospital, GE Oil and Gas Research Facility, and Hertz Corporate Offices. In 2016, three more members joined and we did a substantial amount of subcontracted labor for our new commercial composting facility partner. In late 2016 we also purchased a piece of equipment to begin manufacturing compost filter sock, a sediment and erosion control Best Management Practice (BMP), which we began selling to one of the largest homebuilders in the state, Ideal Homes. In 2017 with the help of a grant from the local Catholic Campaign for Human Development branch and a KIVA loan we purchased a small side-loading garbage truck and ordered 100 Toter waste carts. This new truck allowed us to pick up commercial compost more efficiently and to clean carts on site with a power washer, improving the level of service. We also added another route collecting commingled recycling from businesses. Resource Recovery, composting and recycling, became the main revenue generating activity, rising from revenue of \$4,500 in 2016, \$18,500 in 2017, and \$231,000 in 2020. Compost Filter Sock sales have

risen from \$27,000 in 2018 to \$113,000 YTD (Oct. 2021). In 2019 we began offering Residential Recycling to Nichols Hills Residents with revenues rising from \$30,000 in 2019 to \$55K YTD (Oct. 2021). From 2019 to Oct. 2021 Total Revenues increased from \$275,610 to \$400,500. We've continued to innovate, adding residential and commercial glass collection and drop-off in response to glass being removed from local municipal recycling programs. The addition of a composting facility will allow us to circularly integrate, making compost collection more secure and bringing new revenue from tipping fees and sales of finished compost.

Products and Services

Fertile Ground provides Residential and Commercial Resource Recovery Services (Composting, Recycling, and Landfill); manufactures compost filter socks; and sells finished compost and soil blends.

This fall we will acquire office space and land for the purpose of centralizing our office, production, retail sales and parking for our recycling and composting operations. We have a signed Letter of Intent with the city of Midwest City to lease 58+ acres of land and an office building with parking available for our fleet. This site is located in a strategic location near the East Oak Landfill, far from sensitive residential and commercial development, but close enough to I-35 and Central OKC to be useful for retail, efficient freight/transportation of palletized products and for organics recycling haulers/generators.

Composting Facility - Tipping Fees and Finished Compost Sales

This site will house our first commercial composting facility which will allow us to more securely grow our compost collection services, while also providing an organics recycling outlet to metro OKC residents and creating a valuable product (finished compost and blended soils) that can be used in homes and industries such as agriculture and construction.

Our primary feedstocks for the composting facility will be manure/bedding from the OKC Zoo and Remington Park, yard waste from lawn crews and tree trimmers, food waste from our compost collection service and food waste from other generators. We will charge a tipping fee for disposal of organics which will undercut the landfill rate, lower the costs of disposal for homes and businesses in the area, but provide us with funding to operate the composting facility.

Our compost operations will be organized with a receiving area for incoming feedstocks that will be blended and added to active compost windrows daily. Once added, the material will be covered with a biofilter of wood chips and covered with a compost tarp system, which

helps control the composting process and reduce risk of odors. Compost windrows will be monitored for heat and moisture levels and turned as needed with a tractor and side-straddle windrow turner, which will aerate, moisturize, and chop up particles to speed up the composting process. We hope to provide a benefit to the water treatment plant by providing a use/disposal site for non potable water which will be used to moisten the compost windrow, possible overflow for MWC yard waste, and a dedicated sales outlet for Municipal Compost .

We will have retail sales of compost, mulch and blended soils on the South and East side of the proposed property. In addition to sales of Fertile Ground Compost, we propose to be the exclusive distributor of Midwest City Compost. This is compost that is produced by the city of Midwest City's Water Treatment Plant and Composting Facility. We will purchase all of the finished compost and be the point of sale for all of the Midwest City Compost. This will provide us with an immediate cash flow when we move onto the new site, while we wait for our own compost to be available for sale. This will benefit the MWC Compost Facility operations by removing the burden of customer service while ensuring that all compost produced by the facility will be sold.

Compost Filter Socks

In addition to compost, mulch and blended soil retail sales, we also manufacture and distribute compost filter socks, which are an emerging sediment and erosion control Best Management Practice (BMP) in the construction industry. We currently utilize a byproduct of the MWC composting facility, the tailings or over-sized particles that are screened out of the finished compost, to fill our compost filter socks. We propose to build a 10,000 sq. ft warehouse onsite as a permanent improvement for the site which will be used for manufacturing and storing our compost filter socks.

Compost Filter Socks are our most profitable business. Sales were up 24% from 2019 to 2020 and are on pace to double 2020's sales in 2021 (roughly \$160,000). We currently sell most of our socks to one of the largest homebuilders in the state, Ideal Homes, who uses them for perimeter sediment controls at each construction site they open. We also recently began a retail relationship with Maxwell Supply, with stores in OKC, Tulsa and Lawton, who sells our socks for construction industry customers.

Our socks are currently under a research study commissioned by the Oklahoma Department of Transportation to test the environmental performance and cost savings potential of using compost socks. Assuming the socks test favorably, ODOT may begin spec'ing compost filter socks in their projects, which would drastically increase demand.

We propose to be a drop-off site for glass bottles as we currently operate a glass drop-off and collection service in Nichols Hills, OKC, and Norman. In addition to glass, we will also offer food waste drop-off for metro area residents.

Marketing and Advertising

As our services and products have different markets, a variety of approaches are necessary to bring our lineup to market. Our website and social media feeds will feature all of our products and services.

Resource Recovery

Residential Compost Service targets renters and homeowners in the near Northwest region of Oklahoma City, Nichols Hills, The Village, and Norman. Marketing activities include Instagram and Facebook posts, zero-waste events, Google and Facebook Ads, tabling, and direct mail.

Residential Recycling Market is folks who are not provided residential recycling service by their independent municipalities within OKC, namely Nichols Hills, Moore, and Bethany/Warr Acres. We will partner with these cities where possible to notify residents of our services and/or send direct mailers.

Commercial Compost Service targets restaurants, corporate cafeterias, and offices (breakrooms, etc). Commercial Recycling and Waste Service targets primarily all businesses, but our 96-gallon cart service especially targets small offices with low volumes of recycling and or dumpster access issues. In addition to Recycling and Composting, through a partnership with FER, Fertile Ground serves as a waste broker for large dumpster cardboard and garbage services. This partnership allows Fertile Ground to offer the full spectrum of waste services and to be cost competitive with big haulers. These services are marketed primarily B2B. Our 3-5 year plan is to transition to servicing these subcontracted services ourselves by launching commercial front-load mixed recycling, cardboard and landfill dumpster service.

Multifamily Compost and Recycling Service targets apartment and condo dwellers in the urban core of OKC. Multifamily units are not provided recycling or compost services by the city, so there is a large need waiting to be met with our service. We do outreach to property management companies directly, but also market to individual residents who may subscribe with their property's permission.

Zero Waste Event Services are marketed to event planners and event spaces. Our signage and logo are featured on all of our waste bins at these events, so in addition to bringing in revenue, these events advertise our services to others. We have recurring events year to year that will occur and provide additional marketing of our services.

Compost Products

Compost Filter Socks are distributed by Maxwell Supply, a local construction supply retailer, and sold with support of their Sales team on commercial projects. We would like to have an in-house Sales person, who will directly bid on erosion control projects. Fertile Ground will do direct marketing to construction contractors, home developers, and civil engineers (who spec products in their erosion designs). We will also sell to erosion control installers such as Grissom Construction, Extreme Erosion and Stormwater Solutions.

Compost Facility Tipping Fee revenue will target lawn services, landscapers, and tree trimmers in Central OKC through direct phone calls and Instagram/Facebook messages to tip their brown organic material, paying \$25 minimum to dump. We will do business to business sales to receive other paying organic waste streams that include manure and food waste. We have had interest from the OKC Zoo and Remington Park regarding possible partnerships composting animal manure.

Finished Compost will initially be marketed and sold to residential and market gardeners, which includes cannabis growers. High quality cannabis growers have caused a boom in sales of finished compost over the last two years because they rely on compost as a base for their growing mixes. We will also focus on large construction projects as Low-Impact Development practices have been spec'ing in compost on major projects (such as the Gathering Place, Scissortale Park, and Highway construction projects).

Competition

Resource Recovery

There are currently no competitors offering residential or commercial compost service. We are the only commercial recycling service that offers 96-gallon carts, so we fill a niche serving small offices, business parks, strip malls, others who would like to recycle but cannot due to space limitations or oversized dumpsters offered by the big waste management companies. Multifamily units have very limited options available for recycling and no options for composting. We plan to target these niches while also pursuing residential recycling markets where municipalities do not provide recycling service.

One recent competitor in this residential/municipal market niche is Recyclops, who call themselves the Uber of waste. They have a reputation for poor customer service. Their model is inherently flawed because they utilize independent contractors, with no special equipment, licensing or appropriate insurance. These haulers are notorious for complaints in cities such

as Bartlesville, for missing pickups, allowing recycling to blow out of vehicles, and generally unprofessional waste services (reports of children helping load waste on collections).

The primary competitor for Resource Recovery is the landfill waste hauling industry, Waste Management, Republic/Allied Waste, Waste Connections, and GFL. Our advantage is our brand recognition, customer service orientation, and unique product offering. We are the only hauler of organic waste and the only recycler offering glass recycling to commercial clients. Our competitors' brand reputations and customer service are not stellar therefore we attempt to differentiate ourselves as a personable, locally-owned, environmentally conscious company that offers exceptional customer service. We hope to capitalize on, and expand the brand recognition we have developed locally and utilize direct sales to identify decision makers in Oklahoma City. Our strategy is to provide all waste services either directly or through subcontractors such as FER, so that we can be a one-stop shop for all waste services.

There are no other Zero Waste event services like us in OKC. Our main competition is inertia or people using standard landfill waste receptacles.

Compost Products

Compost filter sock competitors are out of state, Filtrex International and Diamond Sock. Filtrex sells through Geosolutions, Diamond Sock through Triangular Silt Dike. Maxwell Supply has recently decided to distribute our compost filter socks and garden socks, which gives us an advantage because they have 3 locations spread out across Oklahoma (OKC, Tulsa, & Lawton) that make it easy for contractors to access our product. The rising cost of freight gives us an advantage over out-of-state manufacturers. The main competitor for compost filter sock is Silt Fence, which is cheap to install but costs more over the life of a project. We worked closely with one of the largest homebuilders in the state, Ideal Homes, to bring our socks to market and they say that they are paying a third of what they were when they only used silt fence, due to the ease of installation, maintenance, and disposal.

Compost Facility Tipping Fee and Compost Sales competitors are Minick Materials (West OKC, Edmond, & Norman), Prairie Dirt Solutions (North OKC), Murphy Products (Stockyards), Marcum's Nursery (South side), Twisted Oak Products (North Edmond) the cities of Norman and Midwest City who all have their own composting facilities that accept yard waste and tree limbs. Other competitors are landfills which typically have a higher minimum tipping rate than composting facilities (\$50-\$85). Direct competition is limited as compost facilities are spread out across the OKC Metro geographically. Municipal facilities such as MWC and Norman require proof of residency for those that tip. In Oklahoma City, our closest competitor is the East Oak Landfill which is located ½ mile West from our proposed facility, and Prairie Dirt Solutions, which has a facility located 8 miles North and West.

Compost Sales currently ranges from \$20/Yd³ (MWC), \$48/Yd³ (Minick Materials), to \$75/Yd³ (Marcum's Nursery). We plan to sell near the price of \$50/Yd³ and to fill the niche of high quality, fully mature/stable, reliable compost. Industry insiders (Such as OSU County Extension Officers) agree that there is a lack of quality compost products in the region. Customers often complain of stinky, unfinished, harmful composts from other manufacturers. We want to produce a high quality product that people trust. Our current brand as environmentally conscious do-gooders gives us an upper hand over the competition. We will market

Our Team

Officers

Terry S. Craghead, President, oversees operations of Compost Products Division.

Stefan Warner, Chairperson of the Board, manages the Resource Recovery Division and works on our marketing committee and leads up our Social Media strategy;

Darci Craghead is our Treasurer and office manager;

Hannah Braden is the Cooperative Clerk and manages Resource Recovery route logistics and Zero Waste Events;

Courtney Hurst, is our Customer Experience Manager;

Board of Directors

Stefan Warner, Chairperson of the Board

Darci Craghead

Courtney Hurst

Hannah Braden

Mordikai Hornpetrie

There are two classes of members: investor members (also known as preferred members) and patron members (also known as worker members).

Patron Members meet annually at a minimum to elect the board of directors and to receive business and financial reports of the cooperative. Each patron member has one vote. Investor members shall not have a right to vote on any matter, unless required by law. The co-op is managed under the direction of the board of directors. Qualifications for board membership require that the director is a member of the cooperative in good standing.

Requirements for admission of patron member: submit a resume and letter indicating interest in becoming a worker owner prior to candidacy period, work with the co-op for a 12-month

and 800 hr. candidacy period, attend training in worker ownership principles/skills during candidacy period, set up a payment plan or contribute \$2,000 for initial membership fee, and be approved by a 3/4ths vote of worker-owners.

Investor memberships (also known as preferred memberships) may be sold by the Cooperative to any Person as determined by the board of directors. Investor members are entitled to receive annual non-cumulative distributions, when, as, and if declared by the board, out of any funds and assets of the Cooperative legally available therefor.

With respect to any fiscal year, unless each investor member receives a distribution of at least five percent (5%) of the amount originally paid by such investor member for his/her/its membership (the "Original Issue Price"), no Patronage Dividend or distribution may be paid to the patron members. Such distribution to the investor members shall be referred to as the Preferred Distribution.

1 **PC-2091**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO I-3, HEAVY INDUSTRIAL 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 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 I-3, Heavy Industrial, subject to the conditions contained in the PC-2091 file, and that the offi-
cial Zoning District Map shall be amended to reflect the reclassification of the property’s zoning
district as specified in this ordinance:

12 All part of the E/2 SW/4 Section 15-T12N-R2W
13 Beg. at a point on the N line of the NE SW that is 446’ W of the NE/c of the NE SW; thence
14 249’ W; thence SW’erly 968’ 8 ¼” to a point that is 874’ W and 740’ S of POB; thence S 1060’;
15 thence E 487’ to the N line of the RR R-O-W; thence NE’erly 601’ along said N line of the RR
16 R-O-W; thence N 1,346’ to POB. Containing 28.79 acres MOL.

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 _____, 2021.

24 THE CITY OF MIDWEST CITY, OKLA-
25 HOMA

26 _____
27 MATTHEW D. DUKES II, Mayor

28 ATTEST:

29 _____
30 SARA HANCOCK, City Clerk

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

32 _____
33 DONALD MAISCH, City Attorney

2 **RESOLUTION NO. _____**

3 **A RESOLUTION APPROVING A SPECIAL USE PERMIT TO ALLOW THE USE OF**
4 **ANIMAL WASTE PROCESSING, GENERAL AND DIRECTING AMENDMENT OF**
5 **THE OFFICIAL ZONING DISTRICT MAP TO REFLECT THE RECLASSIFICATION**
6 **OF THE PROPERTY’S ZONING DISTRICT; AND PROVIDING FOR REPEALER**
7 **AND SEVERABILITY**

8 **WHEREAS**, the Zoning Map of Midwest City, Oklahoma, 2010, shows the following described
9 property with a classification of **A-1, Agriculture**:
10 All part of the E/2 SW/4 Section 15-T12N-R2W

11 Beg. at a point on the N line of the NE SW that is 446’ W of the NE/c of the NE SW; thence
12 249’ W; thence SW’erly 968’ 8 ¼” to a point that is 874’ W and 740’ S of POB; thence S 1060’;
13 thence E 487’ to the N line of the RR R-O-W; thence NE’erly 601’ along said N line of the RR
14 R-O-W; thence N 1,346’ to POB. Containing 28.79 acres MOL.

15 **WHEREAS**, it is the desire of the Midwest City Council to grant a Special Use
16 Permit for said property.

17 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MID-**
18 **WEST CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA:**

19 That the above described property located in Midwest City, Oklahoma be and is
20 hereby granted a Special Use Permit to allow the use of **Animal Waste Processing**.

21 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Okla-
22 homa, on the _____ day of _____, 2021.

23 THE CITY OF MIDWEST CITY, OKLA-
24 HOMA

25 _____
26 MATTHEW D. DUKES III, Mayor

27 ATTEST:

28 _____
29 SARA HANCOCK, City Clerk

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

31 _____
32 DONALD MAISCH, City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Brandon Bundy, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Current Planning Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Building Official

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: December 14, 2021

Subject: Discussion and consideration, for adoption, including any possible amendments of a correction of an error in the legal description of Ordinance No. 3463 approved by the City Council October 26, 2021.

Following approval of an ordinance to correct a scrivener's error for the property addressed as 9035 E. Reno at the October 26, 2021 City Council meeting, staff noticed that a direction was inadvertently left off of the ordinance signed by the Mayor. This is a request to correct the error so that the ordinance lists the correct legal description.

Action is at the discretion of the City Council.

Action Required:
Approve or reject the correction to the scrivener's error.

Billy Harless, AICP
Community Development Director

KG

1 **PC-2098**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO PUD, PLANNED UNIT DEVELOPMENT,**
5 **AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO**
6 **REFLECT THE RECLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT;**
7 **AND PROVIDING FOR REPEALER AND SEVERABILITY**

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

9 **ORDINANCE**

10 SECTION 1. That the zoning district of the following described property is hereby reclassified
11 to PUD, Planned Unit Development, subject to the conditions contained in the PC-2098 file, and
12 that the official Zoning District Map shall be amended to reflect the reclassification of the prop-
13 erty’s zoning district as specified in this ordinance:

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

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 _____, 2021.

24 THE CITY OF MIDWEST CITY, OKLA-
25 HOMA

26 _____
27 MATTHEW D. DUKES II, Mayor

28 ATTEST:

29 _____
30 SARA HANCOCK, City Clerk

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

32 _____
33 DONALD MAISCH, City Attorney

34
35
36



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Brandon Bundy, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Current Planning Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Building Official

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: December 14, 2021

Subject: (PC-2099) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from C-3, Community Commercial and R-6, Single Family Residential to PUD, Planned Unit Development, governed by the R-MD, Medium Density Residential and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential, and OR, Office Retail, to MDR, Medium Density Residential, for the property described as a part of the SW/4 of Section 34, T-12-N, R-2-W, located at 2905 and 2913 N. Glenhaven Drive and 198 and 208 Marlow Drive.

Executive Summary: This application is a request to rezone the area of request to a PUD governed by the R-MD, Medium Density Residential zoning district to allow for single family homes, duplexes and townhomes. The R-MD zoning district allows a density of 10-20 dwelling units per acre. The area of request contains 10.44 acres which would allow for 200 dwelling units, however, the PUD application states that no more than 100 dwelling units would be allowed. The PUD identifies two (2) tracts. Tract 1 has frontage along Glenhaven and will be for single family homes. Tract 2 will allow for single family homes, duplexes and townhomes. Uses are discussed further in this report. A Master Development Plan has been submitted and is included in the agenda. The plan identifies two access points from N. Glenhaven Drive into the subdivision. If this request is approved preliminary and final plat applications must be submitted and approved and the development would be required to meet all zoning, engineering, building and fire codes adopted by the City of Midwest City. Action is at the discretion of the City Council.

Dates of Hearing: Planning Commission – November 2, 2021
City Council – December 14, 2021

Council Ward: Ward 4, Councilmember Sean Reed

Owner: Perkins Family LLC

Applicant: Bentwood Investments, LLC – Joel Bryant and Justin Raymer

Representative: David Box

Proposed Use: Single family residential, two-family residential and townhomes



Development Proposed by Comprehensive Plan:

Area of Request – Low Density Residential (LDR) and Office Retail (OR)

North – Low Density Residential (LDR)

South – Office/Retail (OR)

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

West – Office Retail (OR) and Public/Semi-Public (PSP)

Zoning Districts:

Area of Request – R-6, Single Family Residential and C-3, Community Commercial

North – R-6, Single Family Residential

South – C-3, Community Commercial

East – R-6, Single Family Residential, R-HD, High Density Residential and C-3, Community Commercial

West – C-3, Community Commercial and R-6, Single Family Residential with Special Use Permits for a church and cell tower

Land Use:

Area of Request – one single family home and vacant

North – single family residences

South –office buildings

East – single family residences, apartments and office building

West – Town and Country shopping center, St. Matthew’s church and cell tower

Size:

The area of request has a frontage of approximately 1,161’ along both N. Glenhaven Drive and Marlow Drive and a depth of approximately 392’ containing an area of approximately 10.44 acres, more or less.

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.

2.9 R-MD, Medium Density Residential District

2.9.1. General Description

This is a residential district to provide for medium density housing ranging from ten (10) to twenty (20) dwelling units per gross acre. The principal use of land is for townhouses and low-rise multifamily dwellings.

Related recreational, religious, and educational uses normally located to serve residential areas also are permitted to provide the basic elements of convenient, balanced, and attractive living areas.

Comprehensive Plan Citation:

Medium Density Residential Land Use

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

History:

1. This current zoning of the area of request has been in place since the adoption of the 2010 zoning map.
2. The parcels on the east side of the area of request were created by lot split in 1978 (LS-272).
3. The Planning Commission recommended denial of an application to rezone this property to R-MD on August 3, 2021. The application was withdrawn prior to being heard by the City Council. (PC-2085)
4. The Planning Commission recommended approval of this item November 2, 2021.

Staff Comments:

Engineer’s report:

Note: No engineering improvements are required with this application. However, subsequent platting of the property will have requirements not stated in the below report.

Water Supply and Distribution

There are two public water mains bordering the proposed parcel; a six (6) inch line along the east side of Glenhaven Drive and an eight (8) inch line running along the south side of Reno Avenue. Any new building permit will require tie into the public water system as outlined in Municipal Code 43-32.

There is a public water well in the middle of Marlow Drive. This is not treated water which cannot be utilized. Development of the site will need to consider impacts to the well.

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 close proximity to eight sewer mains at the north and east of the subject property. Any new building permit will require tie into the public sewer system as outlined in Municipal Code 43-109.

This parcel of land is graded such that there may need multiple points of connection to public sewer. The sewer to the north and south are both nearly fully built environment. A sewer study will likely be needed before any new sources are added to determine capacity issues. The sewer study at a minimum will have to show proposed loading to any existing tie in point. Additionally, the sewer study will have to provide the capacity of the line immediately downstream of the site to the subsequent manhole.

Streets and Sidewalks

Access to the area of request exists off Marlow Drive and Glenhaven Drive. Both Marlow Drive and Glenhaven Drive are classified as Local Roads in the 2008 Comprehensive Plan. Glenhaven Drive has curb and gutter with no sidewalk. Marlow Drive is substandard in width with no curb or sidewalk. There also is a well site in the middle of Marlow Drive. Traffic access is encouraged to favor Glenhaven Drive which is signalized or Marlow Drive. Any access of Marlow Drive will have to consider the existing pavement condition and the ability to turn out onto Reno Avenue in heavy traffic. Based on past public comment, traffic is a concern with the neighborhood and impacts should be considered with this application. The master design statement shows internal roadways assumed to be public. Any developed public roadway will need to comply with the current standards of Midwest City.

Sidewalk will be required with platting along all public streets including Marlow Drive. The master design statement mentions Marlow Drive as not being a requirement but the zoning does not dictate sidewalk, the subdivision regulations state as such. Council could consider what to do with Marlow Drive long term and if it should be closed/vacated. Any proposed platting will have to have rear easements and could support any existing utilities in that corridor.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is shown to be in an “Area of Minimal Flood Hazard” on Flood Insurance Rate Map (FIRM) number 40109C0310H, dated December 18th, 2009.

Detention will be required with a building permit. This parcel is the top of a watershed that is nearly fully developed. Stormwater runoff will need to consider downstream impacts both during construction and fully developed conditions. From public comments, this office will likely request that downstream improvements be made to link the proposed detention outfall to the existing storm inlet on Glenhaven Drive approximately 230’ to the north northeast.

Easements and Right-of-Way

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

As stated above, Marlow Drive is not to current City Standard. As it sits it mainly serves to provide access to this property being considered. Besides the public water well; there doesn’t appear to be any public utilities in the right of way. The public water well in particular has services to the south with nothing leading to the north.

Fire Marshal’s report:

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.
- Dead-ends in the subdivision that exceed 150’-00” will require a separate fire department approved turn around.
- Potential duplexes / townhomes may require suppression dependent upon the number of tenant spaces within a single building.

Plan Review Comments:

This is a request to rezone a 10.44-acre parcel to a PUD governed by the R-MD, Medium Density Residential to allow single family homes, two-family (duplex) homes and townhomes. Currently, the area of request is zoned R-6, Single Family Detached Residential and C-3, Community Commercial. The Master Development Plan identifies two (2) tracts.

Tract 1 has frontage along N. Glenhaven. According to the PUD, the following uses would be permitted on Tract 1:

Single-family detached residential
Accessory dwelling unit, attached and detached
Public service or utility: light
Community Recreation: restricted
Community Recreation: Property owners' association
Off-street parking: accessory parking

The uses above are common residential uses and all allowed by right in the R-6 Single Family Detached Residential District. Accessory dwelling units must meet the requirements of Section 4.2.10 of the Zoning Ordinance to be permitted.

Tract 2 is accessible by two (2) access points off of N. Glenhaven. According to the PUD, the following uses would be permitted on Tract 2:

Single-family detached residential
Two-family attached residential (duplexes)
Townhouse (single-family attached)
Home occupation
Accessory dwelling unit, attached and detached
Public service or utility: light
Community Recreation: restricted
Community Recreation: Property owners' association
Off-street parking: accessory parking

If this request is approved, the property must be platted in accordance with the Midwest City Subdivision Regulations. 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.

Four (4) neighbors from the Ridgecrest neighborhood addressed the Planning Commission about this item.

Action is at the discretion of the City Council.

Action Required:

Approve or reject the ordinance to redistrict to PUD, Planned Unit Development governed by R-MD, Medium Density Residential and a resolution to amend the Comprehensive Plan to MDR, Medium Density Residential, for the property as noted herein, subject to staff's comments as found in the December 14, 2021 agenda packet and made a part of PC-2099 file.

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

Billy Harless,
Community Development Director

KG



Midwest City Fire Marshal's Office

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



Re: PC - 2099

Date: 25 October 2021

PC-2099 is a request to rezone the property from C-3, Community Commercial and R-6, Single Family Residential to a PUD governed by the R-MD, Medium Density Residential district. The applicant is proposing single family homes along Glenhaven and duplexes/townhomes behind the single family.

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.
- Dead-ends in the subdivision that exceed 150'-00" will require a separate fire department approved turn around.
- Potential duplexes / townhomes may require suppression dependent upon the number of tenant spaces within a single building.

Respectfully,

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

Duane Helmberger
Fire Marshal
Midwest City Fire Department

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

The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director

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

To: Kellie Gilles, Plans Review Manager

From: Brandon Bundy, City Engineer

Date: October 21st, 2021

Subject: Engineering staff comments for pc-2099 application

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2099:

Note: No engineering improvements are required with this application. However, subsequent platting of the property will have requirements not stated in the below report.

Water Supply and Distribution

There are two public water mains bordering the proposed parcel; a six (6) inch line along the east side of Glenhaven Drive and an eight (8) inch line running along the south side of Reno Avenue. Any new building permit will require tie into the public water system as outlined in Municipal Code 43-32.

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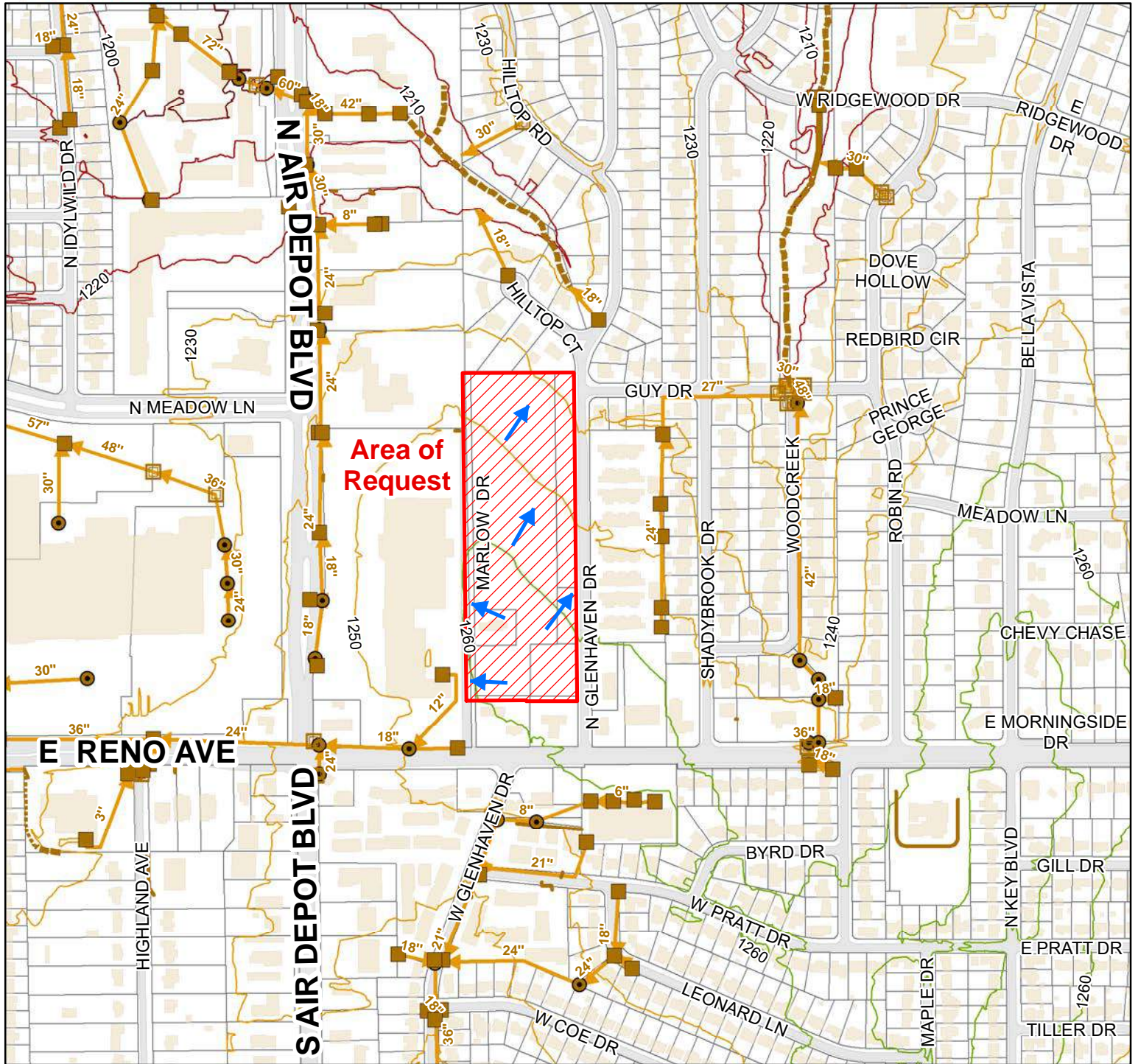
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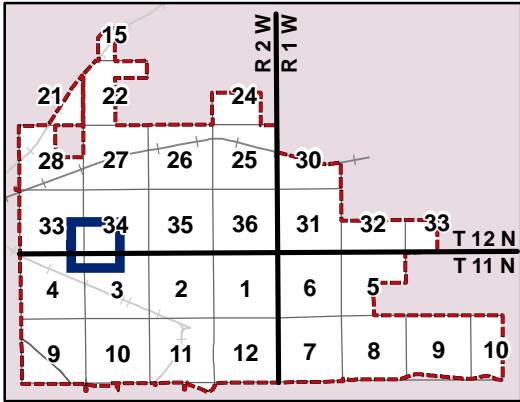
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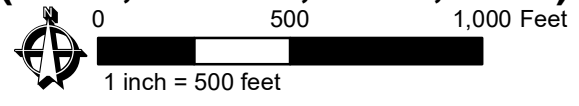
Locator Map



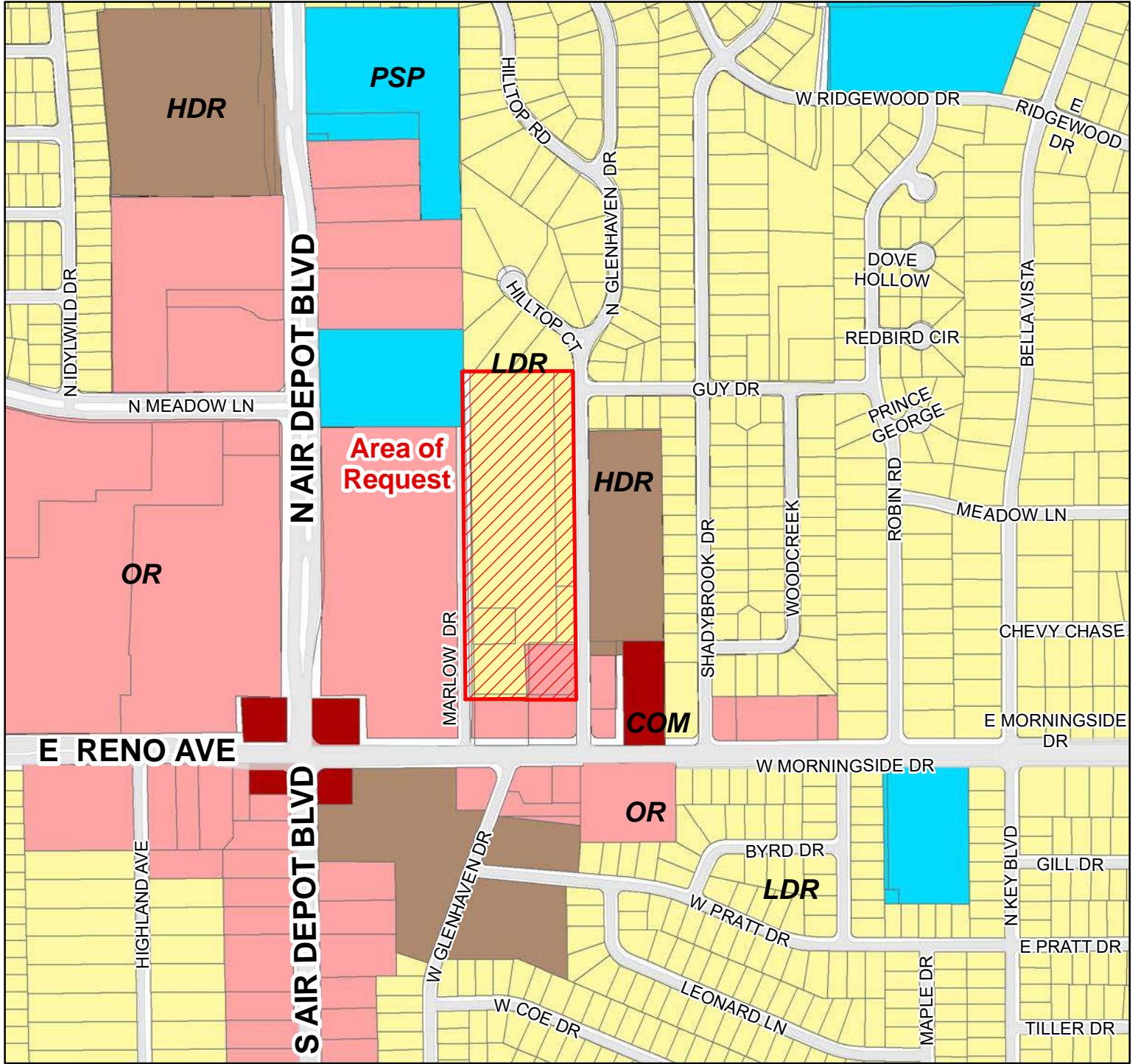
- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

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

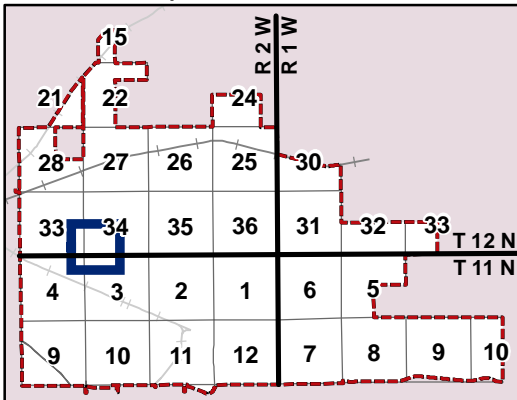
DRAINAGE LOCATION MAP FOR PC-2099 (SW/4, Sec. 34, T12N, R2W)



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Locator Map



Future Land Use Legend

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

**FUTURE LAND USE
MAP FOR
PC-2099
(SW/4, Sec. 34, T12N, R2W)**



0 500 1,000 Feet

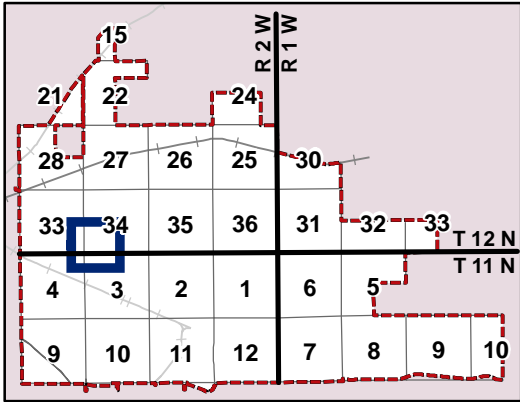


1 inch = 500 feet

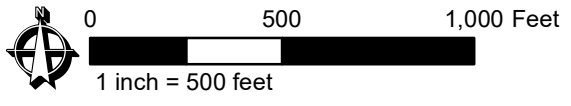
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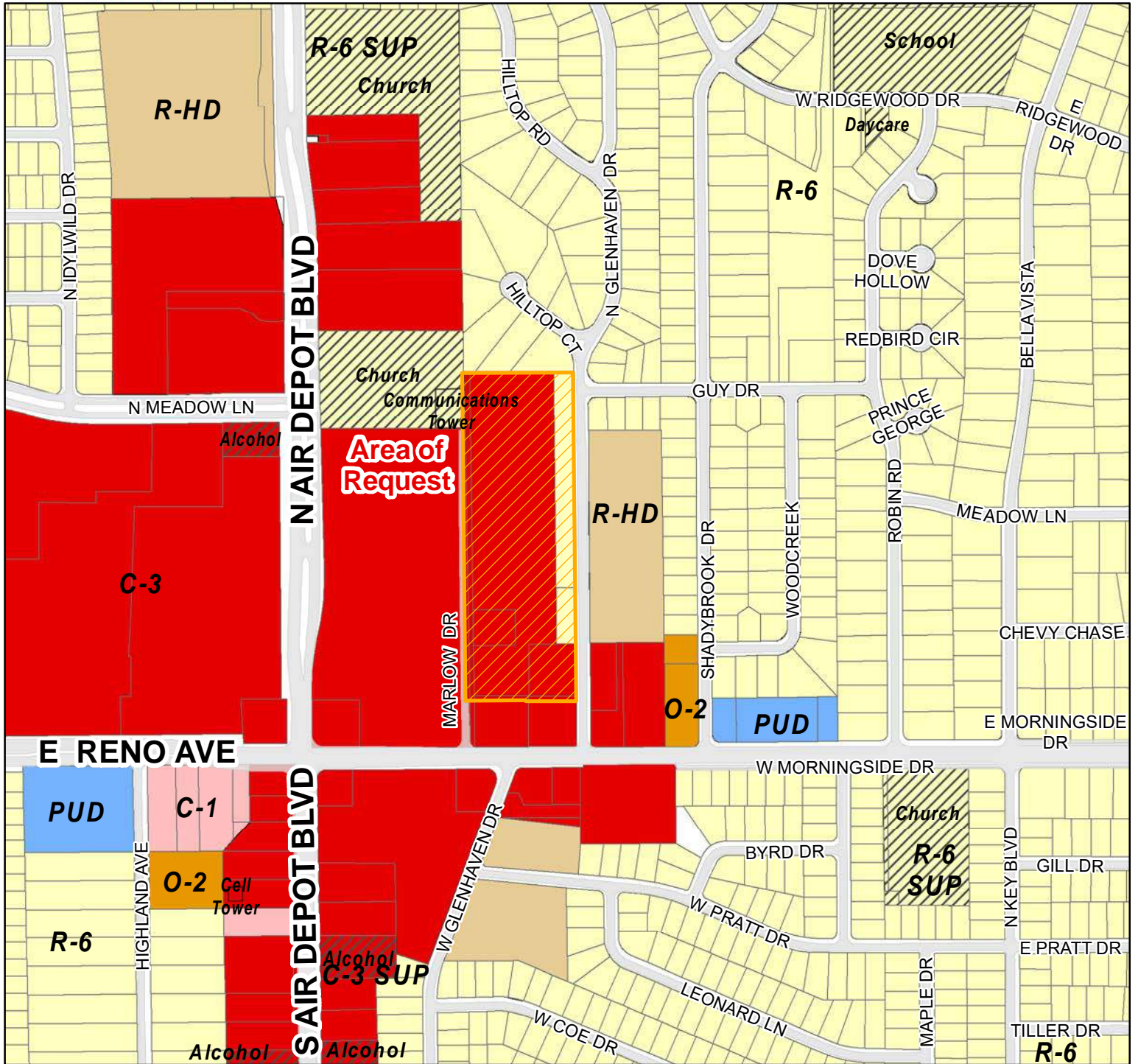
Locator Map



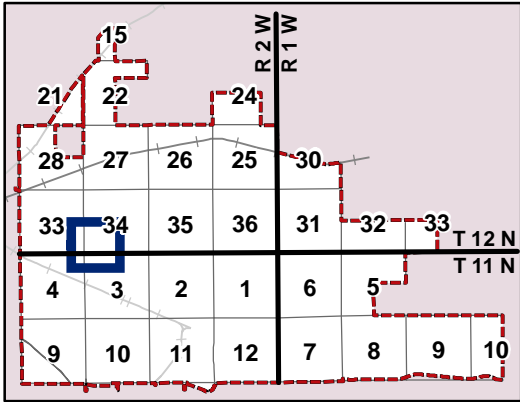
**4/2021 NEARMAP AERIAL VIEW FOR
PC-2099
(SW/4, Sec. 34, T12N, R2W)**



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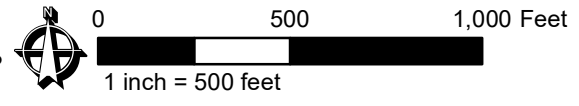
Locator Map



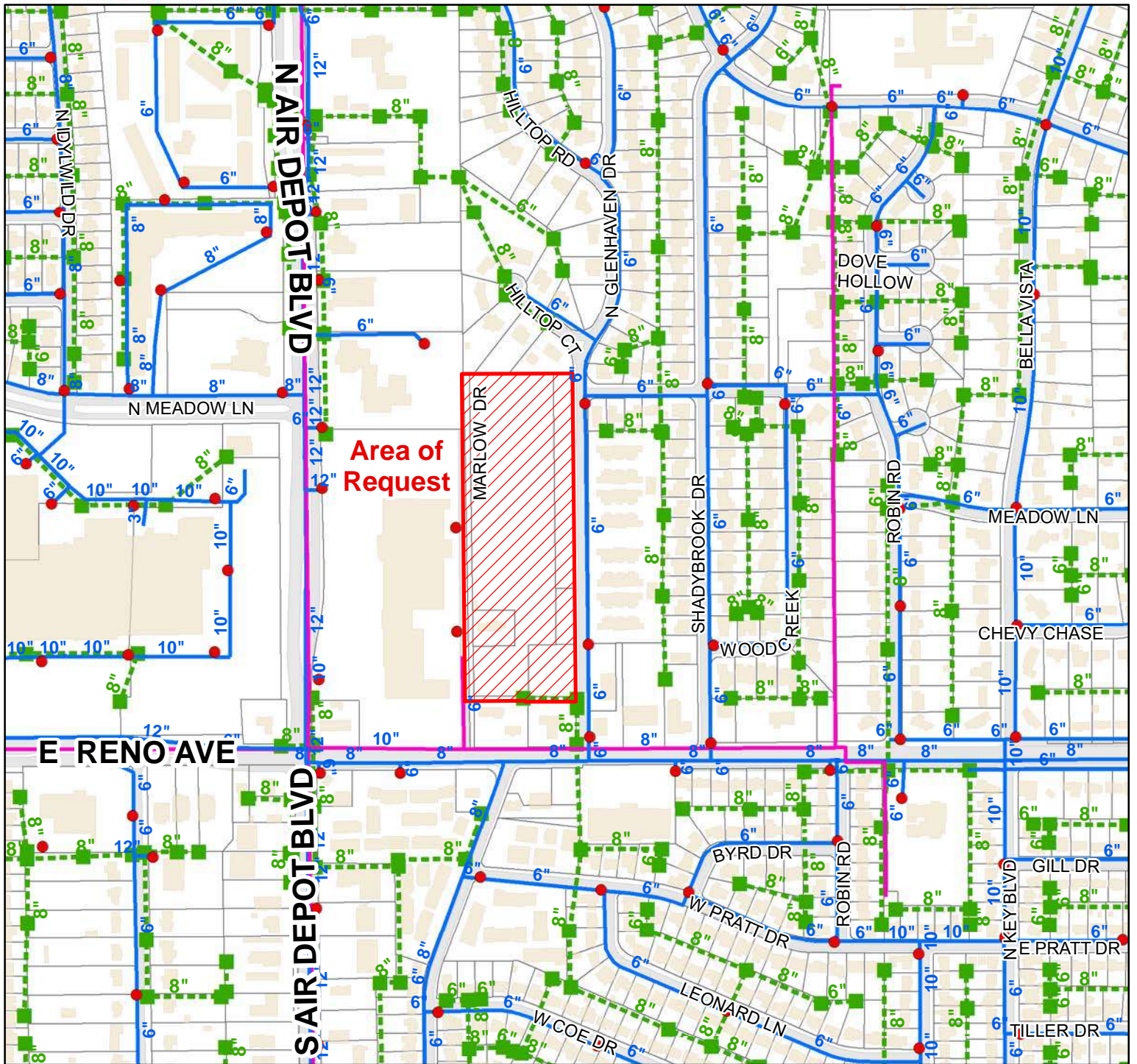
Current Zoning Legend

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

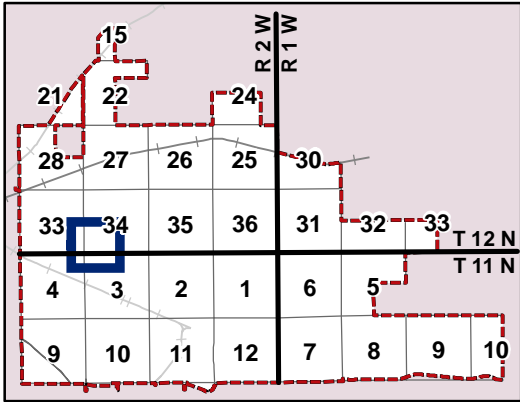
ZONING MAP FOR PC-2099 (SW/4, Sec. 34, T12N, R2W)



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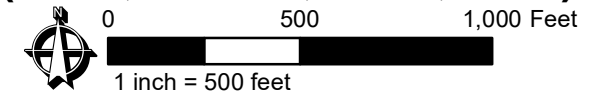
Locator Map



Water/Sewer Legend

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

**WATER/SEWER LINE
LOCATION MAP FOR
PC-2099
(SW/4, Sec. 34, T12N, R2W)**



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THE CITY OF MIDWEST CITY
PLANNED UNIT DEVELOPMENT
MASTER DESIGN STATEMENT

September 24, 2021

PREPARED BY:

Williams, Box, Forshee & Bullard PC
522 Colcord Drive
Oklahoma City, OK 73102
405-232-0080 Phone
405-236-5814 Fax
dmbox@wbflaw.com

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SIDEWALK REGULATIONS	9.12
EXHIBITS	10.0

1.0 INTRODUCTION

This Planned Unit Development consists of 10.44 acres and is located within the Southwest Quarter of Section 34, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma.

2.0 LEGAL DESCRIPTION

The legal description of the property is described in attached Exhibit "A", which is made a part of this design statement.

3.0 OWNER/DEVELOPER

The owner of the property described in Section 2.0 is Perkins Family, LLC.

The developer of the property described in Section 2.0 is Bentwood Investments, LLC.

4.0 SITE AND SURROUNDING AREA

4.1 ZONING

The subject property is currently zoned predominantly as C-3, as well as R-6. Surrounding properties are zoned and used for:

North: C-3 and R-6

East: C-3, R-HD, and R-6

South: C-3

West: C-3

5.0 PHYSICAL CHARACTERISTICS

The site is currently undeveloped.

6.0 CONCEPT

The concept for this planned unit development is to provide for a residential development.

7.0 SERVICE AVAILABILITY

7.1 STREETS

The property is located north of E. Reno Ave. and west of N. Glenhaven Dr. Access to the property shall be from Glenhaven Drive.

7.2 SANITARY SEWER

Public sanitary sewer facilities for this property are available to serve the site.

7.3 WATER

Public water facilities for this property are available to serve the site.

7.4 FIRE PROTECTION

Police and Fire protection are available from the City of Midwest City. The nearest fire station is Station 3 at 800 N. Air Depot Blvd.

7.5 GAS, ELECTRICAL AND TELEPHONE SERVICES

Gas, electrical, and telephone services serve several developments in the area of this Planned Unit Development and have lines adjacent to the subject property. Proper coordination with the various utility companies will be made in conjunction with this Development.

7.6 PUBLIC TRANSPORTATION

Public Transportation is currently available adjacent to this site.

7.7 DRAINAGE

Development of this parcel will comply with the requirements of the Midwest City Municipal Code, 2020, as amended.

7.8 COMPREHENSIVE PLAN

The uses proposed in this Planned Unit Development are consistent and compatible with the surrounding zoning and built environment. The subject property is currently designated Low Density Residential on the Future Land Use Map.

8.0 SPECIAL DEVELOPMENT REGULATIONS

The following Zoning Regulations and/or limitations are placed upon the development of the PUD. Planning and zoning regulations will be those, which are in effect at the time of development of this planned unit development. Development is when a permit is issued for any construction or addition to any structure on a development tract. Certain zoning districts are referred to as a part of the Zoning Regulations of this PUD. For purposes of interpretation of these Zoning Regulations, the operative and controlling language and regulations of such zoning districts shall be the language and regulations applicable to the referenced zoning districts as contained in the Midwest City Municipal Code as such exists at the time of development of this PUD. In the event of conflict between provisions of this

PUD and any of the provisions of the Midwest City Municipal Code, as amended (Code), in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this PUD, the provisions of the code shall prevail and be controlling; provided however, that in the event of a conflict between the Zoning Regulations specifically negotiated as a part of this PUD and the provisions of the Code in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this planned unit development, such Zoning Regulations of this PUD shall prevail and be controlling.

8.1 USE AND DEVELOPMENT REGULATIONS

This planned unit development shall consist of two (2) tracts as follows:

TRACT 1

Tract 1 of this PUD as identified in Exhibit B. The residential area regulations and standards of the **R-MD Medium Density Residential District**, shall govern the property, except as modified herein.

The following uses shall be expressly permitted within Tract 1:

- (4.2.1) Single-Family Detached Residential
- (4.2.10) Accessory Dwelling Unit, Attached or Detached
- (4.3.1) Public Service or Utility: Light
- (4.3.11) Community Recreation: Restricted
- (4.3.13) Community Recreation: Property Owners' Association
- (4.4.58) Off-Street Parking: Accessory Parking

TRACT 2

Tract 2 of this PUD is identified in Exhibit B. The residential area regulations and standards of the **R-MD Medium Density Residential District** shall govern the property, except as modified herein.

The following uses shall be expressly permitted within Tract 2:

- (4.2.1) Single-Family Detached Residential
- (4.2.2) Two-family Attached Residential (Duplexes)
- (4.2.3) Townhouse (Single-Family Attached)
- (4.2.9) Home Occupation
- (4.2.10) Accessory Dwelling Unit, Attached or Detached
- (4.3.1) Public Service or Utility: Light
- (4.3.11) Community Recreation: Restricted
- (4.3.13) Community Recreation: Property Owners' Association
- (4.4.58) Off-Street Parking: Accessory Parking

9.0 SPECIAL CONDITIONS

The following special conditions shall be made a part of this PUD:

9.1 FAÇADE REGULATIONS

Pursuant to Midwest City Municipal Code regulations.

9.2 LANDSCAPING REGULATIONS

The subject parcel shall meet all requirements of Midwest City's Landscaping Ordinance in place at the time of development

9.3 SCREENING REGULATIONS

The base zoning district shall regulate the screening requirements.

9.4 PLATTING REGULATIONS

Platting shall be required for this PUD.

9.5 ACCESS REGULATIONS

Access to the subject site shall be from E. Reno Ave. and N. Glenhaven Dr.

9.6 SIGNAGE REGULATIONS

9.6.1 FREESTANDING ACCESSORY SIGNS

Per the base zoning district.

9.6.2 ATTACHED SIGNS

Attached signs will be in accordance with the base zoning district regulations.

9.6.3 NON-ACCESSORY SIGNS

Non-Accessory signs shall be prohibited within this PUD.

9.6.4 ELECTRONIC MESSAGE DISPLAY SIGNS

Electronic Message Display signs shall be prohibited within this PUD.

9.7 LIGHTING REGULATIONS

The site lighting in this PUD shall be in accordance with Appendix A, Section 5.11, of the Midwest City Municipal Code, 2020, as amended.

9.8 SETBACK

The base zoning district regulations shall regulate setbacks of structures in this PUD, except that structures in Tract 2, consisting of two or more units, shall comply with the regulations provided for townhouse units

9.9 DENSITY AND LOT REGULATIONS

In Tract 2 the minimum lot size, intensity of use and lot widths shall comply with the base zoning district regulations for all uses, except that structures with two or more units shall comply with the regulations established for townhouse units. Provided, however, that the maximum number of dwelling units within this PUD shall be limited to 100 units.

9.10 HEIGHT REGULATIONS

Pursuant to the base zoning district.

9.11 PARKING REGULATIONS

The design and number of all parking facilities in this PUD shall be in accordance with Appendix A, Section 5.3 of the Midwest City Municipal Code, 2020, as amended.

9.12 SIDEWALK REGULATIONS

This PUD shall adhere to all municipal sidewalk requirements, except that no sidewalk shall be required along Marlow Drive.

10.0 EXHIBITS

- Exhibit A: Legal Description
- Exhibit B: Master Development Plan – Conceptual

Exhibit A
Legal Description

A tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, being more particularly described as follows:
Commencing at the Southwest corner of the SW/4; Thence N89°51'43"E along the South line of said SW/4 a distance of 579.12 feet;

Thence N00°36'11"W and parallel to the West line of said SW/4 a distance of 200.01 feet to the Point of Beginning;

Thence continuing N00°36'11"W and parallel to the West line of said SW/4 a distance of 1158.47 feet to the Southwest corner of Lot 16, Block 2 of SOMERSET PARK ADDITION,

Thence N89°54'15"E along the South line of said Block 2 a distance of 392.31 feet to a point on the West right of way line line of Glenhaven Drive;

Thence S00°36'11"E along said West right of way line and parallel to the West line of said SW/4 a distance of 1161.18 feet;

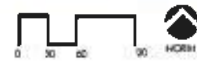
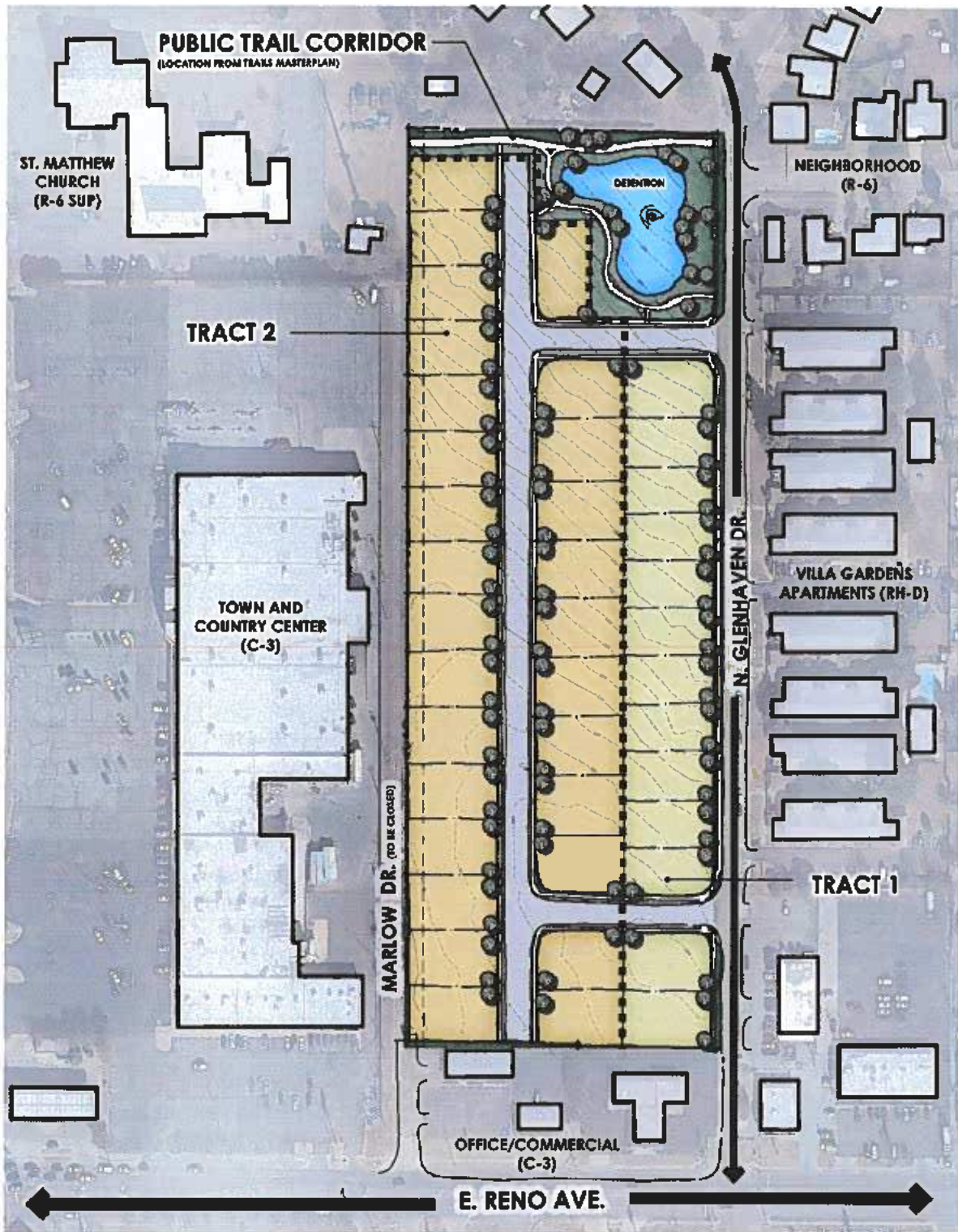
Thence S89°51'43"W and parallel to the South line of said SW/4 a distance of 172.93 feet;

Thence N00°36'11"W and parallel to the West line of said SW/4 a distance of 3.00 feet;

Thence S89°51'43"W and parallel to the South line of said SW/4 a distance of 219.38 feet to the Point of Beginning

Containing 454,922 Sq. Ft. or 10.4436 Acres, more or less.

The property described hereon is the combination of the properties described in a Real Estate Mortgage Book 3965, Page 856, Warranty Deed Book 3934, Page 222, Warranty Deed 4014, Page 1103, Warranty Deed Book 4547, Page 1798 Warranty Deed Book 8246, Page 1327, and Warranty Deed Book 8246, Page 1313 all being recorded in the office of the Oklahoma County Clerk.



PUD MASTERPLAN

E. Reno Ave. and N Glenhaven Dr.

Project #21072

9/24/2021

1 **PC-2099**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO PUD, PLANNED UNIT DEVELOPMENT,**
5 **AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO**
6 **REFLECT THE RECLASSIFICATION OF THE PROPERTY'S ZONING DISTRICT;**
7 **AND PROVIDING FOR REPEALER AND SEVERABILITY**

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

9 **ORDINANCE**

10 **SECTION 1.** That the zoning district of the following described property is hereby reclassified
11 to PUD, Planned Unit Development, subject to the conditions contained in the PC-2099 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 A tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township
15 Twelve (12) North, Range Two (2) West of the Indian Meridian, being more particularly de-
16 scribed as follows:

17 Commencing at the Southwest corner of the SW/4; Thence N89°51'43"E along the South line
18 of said SW/4 a distance of 579.12 feet;

19 Thence N00°36'11"W and parallel to the West line of said SW/4 a distance of 200.01 feet to
20 the Point of Beginning;

21 Thence continuing N00°36'11"W and parallel to the West line of said SW/4 a distance of
22 1158.47 feet to the Southwest corner of Lot 16, Block 2 of SOMERSET PARK ADDITION,
23 Thence N89°54'15"E along the South line of said Block 2 a distance of 392.31 feet to a point
24 on the West right of way line line of Glenhaven Drive;

25 Thence S00°36'11"E along said West right of way line and parallel to the West line of said
26 SW/4 a distance of 1161.18 feet;

27 Thence S89°51'43"W and parallel to the South line of said SW/4 a distance of 172.93 feet;

28 Thence N00°36'11"W and parallel to the West line of said SW/4 a distance of 3.00 feet;

29 Thence S89°51'43"W and parallel to the South line of said SW/4 a distance of 219.38 feet to
30 the Point of Beginning

31 Containing 454,922 Sq. Ft. or 10.4436 Acres, more or less.

32 The property described hereon is the combination of the properties described in a Real Estate
33 Mortgage Book 3965, Page 856, Warranty Deed Book 3934, Page 222, Warranty Deed 4014,
34 Page 1103, Warranty Deed Book 4547, Page 1798 Warranty Deed Book 8246, Page 1327,
35 and Warranty Deed Book 8246, Page 1313 all being recorded in the office of the Oklahoma
36 County Clerk.

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

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

42 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Oklahoma,
43 on the _____ day of _____, 2021.

44 THE CITY OF MIDWEST CITY, OKLA-
45 HOMA

46 _____
47 MATTHEW D. DUKES II, Mayor

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ATTEST:

SARA HANCOCK, City Clerk

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

DONALD MAISCH, City Attorney

RESOLUTION NO. 2021-_____

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

WHEREAS, the 2008 Comprehensive Plan Map of Midwest City, Oklahoma shows the following described property identified as LDR, Low Density Residential and OR, Office Retail:

A tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, being more particularly described as follows:

Commencing at the Southwest corner of the SW/4; Thence N89°51'43"E along the South line of said SW/4 a distance of 579.12 feet;

Thence N00°36'11"W and parallel to the West line of said SW/4 a distance of 200.01 feet to the Point of Beginning;

Thence continuing N00°36'11"W and parallel to the West line of said SW/4 a distance of 1158.47 feet to the Southwest corner of Lot 16, Block 2 of SOMERSET PARK ADDITION,

Thence N89°54'15"E along the South line of said Block 2 a distance of 392.31 feet to a point on the West right of way line line of Glenhaven Drive;

Thence S00°36'11"E along said West right of way line and parallel to the West line of said SW/4 a distance of 1161.18 feet;

Thence S89°51'43"W and parallel to the South line of said SW/4 a distance of 172.93 feet;

Thence N00°36'11"W and parallel to the West line of said SW/4 a distance of 3.00 feet;

Thence S89°51'43"W and parallel to the South line of said SW/4 a distance of 219.38 feet to the Point of Beginning

Containing 454,922 Sq. Ft. or 10.4436 Acres, more or less.

The property described hereon is the combination of the properties described in a Real Estate Mortgage Book 3965, Page 856, Warranty Deed Book 3934, Page 222, Warranty Deed 4014, Page 1103, Warranty Deed Book 4547, Page 1798 Warranty Deed Book 8246, Page 1327, and Warranty Deed Book 8246, Page 1313 all being recorded in the office of the Oklahoma County Clerk.

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

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2021.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

DONALD MAISCH, City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

ENGINEERING DIVISION
Brandon Bundy, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Building Official

Billy Harless, Community Development Director

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: December 14, 2021

Subject: (PC-2100) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from R-6, Single Family Detached Residential to PUD, Planned Unit Development, governed by the R-6, Single Family Detached Residential and R-HD, High Density Residential districts and a resolution to amend a portion of the Comprehensive Plan from LDR, Low Density Residential to HDR, High Density Residential, for the property described as a part of the SW/4 of Section 5, T-11-N, R-1-W, addressed as 11455 SE 15th Street.

On October 27, 2021, a petition of protest for this item was submitted to City staff. Upon reviewing the names and addresses included in the petition, staff discovered that one person who signed the petition was a property owner within 300 feet of the area of request but was not included on the list of property owners within 300 feet submitted as part of the application by the applicant. After discovering this, it appeared that other property owners within 300 feet of the area of request were also not included in the list provided with the application and therefore, did not receive notice.

Municipal Code Citation

Section 7.1.3 Public Notice Requirements for Public Hearings

(B) Types of Notice

(3) Mailed Notice

Notice of a public hearing shall be given by mailing written notice to all owners of property within a three hundred (300) foot radius of the exterior boundary of the subject property no less than fifteen (15) business days prior to public hearing.

- a. Provision of the mailing list.
 1. The applicant shall provide the Community Development Department with the names and addresses of all property owners.

After consultation with the City Attorney, it was determined that this application cannot be heard by the Planning Commission on November 2, 2021 as notice was not sent to all property owners within a three hundred (300) foot radius of the exterior boundaries of the subject property fifteen (15) business days prior to the public hearing.

The rescheduled date of this hearing is dependent upon when the applicant provides staff with a corrected list of property owners within a three hundred (300) foot radius of the subject property.

November 2, 2021

Staff requests that this item be tabled to a further meeting due to the error with notifications that was discovered October 27, 2021.

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

Billy Harless, AICP
Community Development Director

KG



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

ENGINEERING DIVISION
Brandon Bundy, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Building Official

Billy Harless, Community Development Director

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: December 14, 2021

Subject: (PC – 2101) Discussion and consideration of adoption, including any possible amendment of the proposed preliminary plat of Cypress Village, described as a part of the SW/4 of Section 6, T11N, R1W, addressed as 10100 S.E. 10th St. and 1120 S. Post Rd.

Executive Summary: This item is a request to subdivide two (2) parcels into seventy (70) individual lots for two-family and townhome residential development. The property is currently zoned as a PUD, Planned Unit Development, governed by the R-MD, Medium Density Residential district. The approved PUD allows for duplexes and townhomes. The applicant is proposing water, sewer and street extensions to serve all of the lots. No variances to any of the requirements of the Zoning Ordinance for development in the R-MD district will be allowed within this development. The Park Land Review Committee recommended approval of a fee to be paid in lieu of park land dedication. The applicant has requested a waiver to the Tree Preservation requirement of the Subdivision Regulations. The waiver is included with this agenda item. Action is at the discretion of the City Council.

Dates of Hearing: Planning Commission – November 2, 2021
City Council – December 14, 2021

Council Ward: Ward 6, Councilmember Favors

Applicant: Cypress MWC, LLC – Jonathan Krummel

Engineer: Grubbs Consulting LLC – Mark Grubbs

Proposed Use: Seventy (70) two-family and townhome residential lots

Size:

The area of request has frontage of approximately 600 feet along S. Post Rd. and 575 feet along SE 10th and contains an area of approximately 8.44 acres.



Zoning Districts:

Area of Request – R-6, Single Family Residential, PUD, Planned Unit Development and O-2, General Office

North and East – R-6, Single Family Residential

South – PUD, Planned Unit Development

West – R-6, Single Family Residential with a SUP and C-3, Community Commercial

Land Use:

Area of Request – vacant lots

North and East – single family homes

South – vacant

West – church and office

Municipal Code Citation:

38-18.1. Purpose

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

History:

1. This area was platted as a part of the Leavitt's SE 15th Street Acres, approved in Feb. of 1949.
2. June 2004 – (PC-1536) A PUD was approved for the property to the south of the area of request and included a portion of the southeast corner of the area of request. The current owner of that property submitted a letter to staff abandoning that PUD as he does not plan to develop the property in accordance with the PUD.
3. July 5, 2011 – (PC-1743) A PUD was approved allowing for R-6, Single Family Detached Residential and C-3, Community Commercial
4. August 23, 2011 – (PC-1746) A preliminary plat including the area of request was approved.
5. January 10, 2012 – (PC-1757) A final plat including the area of request was approved.
6. January 10, 2013 – The approved final plat approval became void as the plat was not filed within one (1) year of approval as required by the Subdivision Regulations.
7. July 2014 (PC-1743) The governing PUD expired due to inaction within the three year required timeline in accordance with 7.3.2 (b) (3) of the 2010 Zoning Ordinance.
8. This item was continued from the 1/5/21 Planning Commission meeting and 1/26/21 City Council meeting as the Journal Record did not publish the notice on time for those meetings.
9. The property was rezoned to a PUD in March 2021 (PC-2069)
10. The Planning Commission recommended approval of this item November 2, 2021.

Engineer's Comments:

Note: This application is for a preliminary plat of Cypress Village located at the southeast corner of SE 10th Street and Post Road.

Section 38-18 in the Subdivision Regulations requires all existing and proposed utility lines and public improvements be reflected on the preliminary plat or accompanying plan. The proposed public utility line installations required with this application are shown on the plat, must be constructed and will be dedicated to the city prior to the final plat application.

Water Improvements

There are two public waterlines bordering this parcel. A six (6) inch public water main runs along the south side of S.E. 10th Street. A thirty six (36) inch public water main running along the east side of Post Road. Of note is that the thirty six (36) inch line is largely under the pavement of Post Road which would require additional work if tapping for extension.

There is a section of six (6) inch waterline with hydrant on the 10100 S.E. 10th Street parcel. This line was installed per a now expired preliminary plat and was never accepted by the City but built under approved plans; therefore it is considered privately owned but unable to operate. If the applicant wishes to have the waterline accepted by the City; it will need to be pressure tested, disinfected, bonded, and as-builts provided.

The applicant has proposed extending the public water main throughout the development serving all lots. From SE 10th Street along Yaupon Drive and Spruce Drive to Post Road is proposed as an eight (8) inch public water main. The portions along Fir Terrace and Birch Avenue are proposed six (6) inch public water mains. According to the utility plan,

all proposed lots would have access to public water as required in Municipal Code 43-32. The lines will be within the proposed right of way of the proposed streets.

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

Sanitary Sewer Collection and Disposal

There is a section of eight (8) inch waterline with manholes on the 10100 S.E. 10th Street parcel. This line was installed per a now expired preliminary plat and was never accepted by the City but built under approved plans; therefore it is considered privately owned but unable to operate. If the applicant wishes to have the sewer line accepted by the City; it will need to be visually inspected, mandrel run, bonded, and as-builts provided.

The proposed development appears to be accessing the twelve (12) inch public sewer main along the south edge of the property. The applicant has proposed to extending an eight (8) inch public sewer main from the existing line and to the north serving all lots. The lines will be within the proposed right of way of the proposed streets.

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

Streets and Sidewalks

Access to the area of request is available off SE 10th Street which is classified as an existing collector in the 2008 Comprehensive Plan. A collector street requires a total right of way of 60 feet, 30 feet on each side of the centerline. Post Road is classified as a Secondary Arterial in the 2008 Comprehensive Plan. A secondary street requires a total right of way of 100 feet, 50 feet on each side of the centerline.

SE 10th Street is a two lane, 20 foot wide, uncurbed, asphalt roadway. Half street improvements along SE 10th Street will be required per 38-45 which includes widening and because the surface is in poor shape; resurfacing to the centerline of SE 10th Street.

Post Road has been constructed as a divided secondary arterial with appropriate lane widths and curbing. No median cuts will be allowed for future development unless for a public thoroughfare.

Sidewalks do not exist on the east side of Post Road or along either side of SE 10th Street. A signalized pedestrian crossing exists immediately to the northwest at SE 10th Street and Post Road. At the crossing, a sidewalk runs from the south along the west side of Post Road; the sidewalk crosses and then runs along the east side of Post Road to the north. The portion of the east side of Post Road from SE 10th Street to SE 15th Street has been identified by the Sidewalk Committee as a priority area. Sidewalk improvements along SE 10th Street, Post Road, and all common areas will be required with prior to final plat and sidewalks along proposed lots can be built with the associated building permit submittal as outlined in Municipal Code 37-67 and 38-47.2.



Looking east on SE 10th Street. No Curb and Gutter or sidewalk. Note the poor condition of roadway surface.



Looking west on SE 10th Street. No Curb and Gutter or sidewalk. Note the poor condition of roadway surface.



Looking east on SE 10th Street. No Curb and Gutter or sidewalk. Note the poor condition of roadway surface.



Looking east on SE 10th Street at Post Road. Curb and Gutter from Post Road indicative of the widening required for a Collector Road.



Looking south on Post Road. No median cut will be allowed.



South side of SE 10th Street no quite 10 feet from centerline.



North side of SE 10th Street, inlet catching water and taking it via 24" pipe to proposed development.



South side of SE 10th Street, outflow of 24" cross drain opposite inlet. An inlet will need to be installed at this location.



Water flows from the 24" cross drain across this property to the south to intersect with the drainage along the south.

The applicant proposes to construct public local streets within the development, Yaupon Drive, Fir Terrace, Birch Avenue, and Spruce Drive. All of the lots in the proposed development will front onto the new streets. Additionally, the applicant proposed to make half street improvements along SE 10th Street the length of the proposed development. Improvement plans for the street and sidewalks must be prepared by a registered professional engineer and be submitted to staff for plan review and approval. The comprehensive plan dictates the connection of internal streets within the square mile sections that are designated as future collector roads. The thoroughfare plan does not designate this area to contain a future collector road. The subdivision plan also requires the connection of roads in a proposed subdivision if the proposal contains fifty or more proposed lots. The proposed shows Spruce Drive to extend to the property line to the east; allowing for future connectivity; complying with Sec. 38-45.4(e)(2).

Drainage and Flood Control, Wetlands, and Sediment Control

The proposed development falls to the south and southeast to a tributary flowing west under Post Road. A developed storm system runs along Post Road and there is a 24 inch cross drain crossing S.E. 10th onto the proposed development.

All the drainage eventually flows into Soldier Creek. Currently, the proposed development tract is undeveloped with no improvements or structures.

The applicant has proposed that a common detention pond handle all the drainage with improvements to be made throughout the development to direct water into the new pond.

Drainage to the proposed development generally is as follows:

- Offsite runoff from the north: From the existing storm pipe under SE 10th Street, an inlet on the south side of SE 10th Street then a new storm pipe system to the constructed detention pond. The pipe would run underneath a 20' platted easement to Fir Terrace and then on public ROW thereafter.
- A smaller separate pipe system with inlets to be constructed on Spruce Drive.
- The detention pond is proposed to have a 30" storm outlet into the common area which is designated as a wetland. We request that this inlet have a weir to serve more than just the 100 year storm event.
- There is an area along the backside of nine (9) of the east side lots which is proposed to bypass the detention pond onto the neighboring property. This bypass is accounted for in the detention calculations but must remain sheet flow so as not to cause impacts to the neighbor.
- The area with lots south of Spruce Drive shows to bypass directly to the south into the blue line. This bypass is accounted for in the detention calculations however special attention will be given to how the water leaves the end of Birch Avenue.

The area of request does not have regulated floodway or flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 18th, 2009.

The National Wetlands Inventory, www.fws.gov/wetlands/data/Mapper.html prepared by the United States Department of the Interior Fish and Wildlife Service, accessed December 11th 2020, shows that the blue line tributary on the south boundary is a Freshwater Forested/Shrub Wetland, PF01A. Any development of the parcel will need appropriate permitting and/or documentation from the Army Corps of Engineers.

All future development on the proposed tracts must conform to the applicable requirements of Municipal Code Chapter 13, "Drainage and Flood Control." Resolution 84-20 requires that developers install and maintain sediment and/or erosion controls in conjunction with their construction activities. Any proposed development must conform to the applicable requirements of Municipal Code Chapter 43, "Erosion Control." Sediment control plans must be submitted to and approved by the city before any land disturbance is done on-site. The developer is responsible for the cleanup of sediment and other debris from drainage pipes, ditches, streets and abutting properties as a result of his activities.

Easements and Right-of-Way

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

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

Fire Marshal's Comments:

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

Dead-end streets greater than 150 feet in length are required to provide an approved turn around for fire department apparatus.

Planning Comments:

The purpose of this preliminary plat is to create seventy (70) two-family and townhome residential lots. The area of request is zoned as a Planned Unit Development governed by the R-MD, Medium Density Residential. If this proposed subdivision is approved, all development will be required to meet the requirements of the approved PUD. The required 25' front building line is shown on the plat. The proposed lot sizes are compliant with the code requirements for townhomes in the R-MD zoning district.

One new curb-cut along S. Post and one new curb-cut along SE 10th will provide access to the area of request. As this subdivision is creating more than 50 lots, a secondary point of access is required.

The Park Land Review Committee met on October 13, 2021 to review the proposed subdivision. As the subdivision is anticipated to generate far less than 2,500 new residents, the code does allow the applicant to pay a fee in lieu of a park land dedication.

The applicant requested the fee in lieu option and the committee voted to approve the request. The fee will be determined by staff and the applicant as required by code and paid prior to application for the final plat.

As S. Post Road is classified as an arterial, thoroughfare screening is required. The applicant has submitted a thoroughfare screening plan. The applicant also proposes thoroughfare screening along SE 10th St.

The applicant has requested a waiver to the Tree Preservation requirements of the Subdivision Regulations. The waiver is included with this agenda item. The Planning Commission recommended approval of this waiver.

Action is at the discretion of the City Council.

Action Required: Approve or reject the preliminary plat of Cypress Village located on the property as noted herein, subject to the staff comments and found in the November 2, 2021 agenda packet and made a part of PC- 2101 file.



Billy Harless, AICP
Community Development Director

The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director

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

To: Kellie Gilles, Planning Manager

From: Brandon Bundy, City Engineer

Date: October 27th, 2021

Subject: Engineering staff comments for pc-2101 preliminary plat application

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2101:

Note: This application is for a preliminary plat of Cypress Village located at the southeast corner of SE 10th Street and Post Road.

Section 38-18 in the Subdivision Regulations requires all existing and proposed utility lines and public improvements be reflected on the preliminary plat or accompanying plan. The proposed public utility line installations required with this application are shown on the plat, must be constructed and will be dedicated to the city prior to the final plat application.

Water Improvements

There are two public waterlines bordering this parcel. A six (6) inch public water main runs along the south side of S.E. 10th Street. A thirty six (36) inch public water main running along the east side of Post Road. Of note is that the thirty six (36) inch line is largely under the pavement of Post Road which would require additional work if tapping for extension.

There is a section of six (6) inch waterline with hydrant on the 10100 S.E. 10th Street parcel. This line was installed per a now expired preliminary plat and was never accepted by the City but built under approved plans; therefore it is considered privately owned but unable to operate. If the applicant wishes to have the waterline accepted by the City; it will need to be pressure tested, disinfected, bonded, and as-builts provided.

The applicant has proposed extending the public water main throughout the development serving all lots. From SE 10th Street along Yaupon Drive and Spruce Drive to Post Road is proposed as an eight (8) inch public water main. The portions along Fir Terrace and Birch Avenue are proposed six (6) inch public water mains. According to the utility plan, all proposed lots would have access to public water as required in Municipal Code 43-32. The lines will be within the proposed right of way of the proposed streets.

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

Sanitary Sewerage Collection and Disposal

There is a section of eight (8) inch waterline with manholes on the 10100 S.E. 10th Street parcel. This line was installed per a now expired preliminary plat and was never accepted by the City but built under approved plans; therefore it is considered privately owned but unable to operate. If the applicant wishes to have the sewer line accepted by the City; it will need to be visually inspected, mandrel run, bonded, and as-builts provided.

The proposed development appears to be accessing the twelve (12) inch public sewer main along the south edge of the property. The applicant has proposed to extending an eight (8) inch public sewer main from the existing line and to the north serving all lots. The lines will be within the proposed right of way of the proposed streets.

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

Streets and Sidewalks

Access to the area of request is available off SE 10th Street which is classified as an existing collector in the 2008 Comprehensive Plan. A collector street requires a total right of way of 60 feet, 30 feet on each side of the centerline. Post Road is classified as a Secondary Arterial in the 2008 Comprehensive Plan. A secondary street requires a total right of way of 100 feet, 50 feet on each side of the centerline.

SE 10th Street is a two lane, 20 foot wide, uncurbed, asphalt roadway. Half street improvements along SE 10th Street will be required per 38-45 which includes widening and because the surface is in poor shape; resurfacing to the centerline of SE 10th Street.

Post Road has been constructed as a divided secondary arterial with appropriate lane widths and curbing. No median cuts will be allowed for future development unless for a public thoroughfare.

Sidewalks do not exist on the east side of Post Road or along either side of SE 10th Street. A signalized pedestrian crossing exists immediately to the northwest at SE 10th Street and Post Road. At the crossing, a sidewalk runs from the south along the west side of Post Road; the sidewalk crosses and then runs along the east side of Post Road to the north. The portion of the east side of Post Road from SE 10th Street to SE 15th Street has been identified by the Sidewalk Committee as a priority area. Sidewalk improvements along SE 10th Street, Post Road, and all common areas will be required with prior to final plat and sidewalks along proposed lots can be built with the associated building permit submittal as outlined in Municipal Code 37-67 and 38-47.2.



Looking east on SE 10th Street. No Curb and Gutter or sidewalk. Note the poor condition of roadway surface.



Looking west on SE 10th Street. No Curb and Gutter or sidewalk. Note the poor condition of roadway surface.



Looking east on SE 10th Street. No Curb and Gutter or sidewalk. Note the poor condition of roadway surface.



Looking east on SE 10th Street at Post Road. Curb and Gutter from Post Road indicative of the widening required for a Collector Road.



Looking south on Post Road. No median cut will be allowed.



South side of SE 10th Street no quite 10 feet from centerline.



North side of SE 10th Street, inlet catching water and taking it via 24" pipe to proposed development.



South side of SE 10th Street, outflow of 24" cross drain opposite inlet. An inlet will need to be installed at this location.



Water flows from the 24" cross drain across this property to the south to intersect with the drainage along the south.

The applicant proposes to construct public local streets within the development, Yaupon Drive, Fir Terrace, Birch Avenue, and Spruce Drive. All of the lots in the proposed development will front onto the new streets. Additionally, the applicant proposed to make half street improvements along SE 10th Street the length of the proposed development.

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

The comprehensive plan dictates the connection of internal streets within the square mile sections that are designated as future collector roads. The thoroughfare plan does not designate this area to contain a future collector road. The subdivision plan also requires the connection of roads in a proposed subdivision if the proposal contains fifty or more proposed lots. The proposed shows Spruce Drive to extend to the property line to the east; allowing for future connectivity; complying with Sec. 38-45.4(e)(2).

Drainage and Flood Control, Wetlands, and Sediment Control

The proposed development falls to the south and southeast to a tributary flowing west under Post Road. A developed storm system runs along Post Road and there is a 24 inch cross drain crossing S.E. 10th onto the proposed development.

All the drainage eventually flows into Soldier Creek. Currently, the proposed development tract is undeveloped with no improvements or structures.

The applicant has proposed that a common detention pond handle all the drainage with improvements to be made throughout the development to direct water into the new pond. Drainage to the proposed development generally is as follows:

- Offsite runoff from the north: From the existing storm pipe under SE 10th Street, an inlet on the south side of SE 10th Street then a new storm pipe system to the constructed detention pond. The pipe would run underneath a 20' platted easement to Fir Terrace and then on public ROW thereafter.
- A smaller separate pipe system with inlets to be constructed on Spruce Drive.
- The detention pond is proposed to have a 30" storm outlet into the common area which is designated as a wetland. We request that this inlet have a weir to serve more than just the 100 year storm event.
- There is an area along the backside of nine (9) of the east side lots which is proposed to bypass the detention pond onto the neighboring property. This bypass is accounted for in the detention calculations but must remain sheet flow so as not to cause impacts to the neighbor.
- The area with lots south of Spruce Drive shows to bypass directly to the south into the blue line. This bypass is accounted for in the detention calculations however special attention will be given to how the water leaves the end of Birch Avenue.

The area of request does not have regulated floodway or flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 18th, 2009.

The National Wetlands Inventory, www.fws.gov/wetlands/data/Mapper.html prepared by the United States Department of the Interior Fish and Wildlife Service, accessed December 11th 2020, shows that the blue line tributary on the south boundary is a Freshwater Forested/Shrub Wetland, PF01A. Any development of the parcel will need appropriate permitting and/or documentation from the Army Corps of Engineers.

All future development on the proposed tracts must conform to the applicable requirements of Municipal Code Chapter 13, "Drainage and Flood Control." Resolution 84-20 requires that developers install and maintain sediment and/or erosion controls in conjunction with their construction activities. Any proposed development must conform to the applicable requirements of Municipal Code Chapter 43, "Erosion Control." Sediment control plans must be submitted to and approved by the city before any land disturbance is done on-site. The developer is responsible for the cleanup of sediment and other debris from drainage pipes, ditches, streets and abutting properties as a result of his activities.

Easements and Right-of-Way

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

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



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 ENGINEERING DIVISION

Applicant: Cypress MWC, LLC
 Phone Number: 918-261-4664
 Email: jkrummel@cypressreok.com
 Address: 1120 S Post Rd & 10100 SE 10th St

Preliminary Plat Requirements/Checklist - Engineering

The preliminary plat shall be accompanied by a statement signed by the registered engineer preparing the plat that he has, to the best of his ability, designed the subdivision in accordance with the latest subdivision regulations and in accordance with the ordinances and regulations governing the subdivision of land.

38-18	Preliminary Plat:	
Administrative	North arrow, scale, date, and site location map	BB
Administrative	The total number of lots	BB
Administrative	The total area of development	BB
Administrative	The location of proposed lots, areas in Acres and Square Feet, and dimensions.	BB
Administrative 38-42.3(b)(3)	The location of property lines, existing easements, buildings, fences, cemeteries or burial grounds, and other existing features within the area to be subdivided and similar facts regarding existing conditions on immediately adjacent property.	BB
Administrative 38-42.3(b)(3)	The location of any natural features such as water courses, water bodies, flood hazard areas, tree masses, steep slopes, or rock outcroppings within the area to be subdivided and similar facts regarding existing conditions on immediately adjacent property.	BB
Administrative 38-42.3(b)(3)	The location, width, and name of all existing or platted streets or other public ways (i.e. railroad and state-owned) within or immediately adjacent to the tract.	BB
Administrative	The location of all existing or abandoned oil or gas wells, oil or gas pipelines and other appurtenances associated with the extraction, production and distribution of petroleum products and all related easements on the site or on immediately adjacent property.	BB
Administrative	The legal metes and bounds of the property being developed.	BB
Administrative	Location of Floodplain if adjacent or within development	BB
Administrative	Location of Wetlands if adjacent or within development. If so, the developer is required to notify the Army Corp of Engineers.	BB
Administrative 38-54.3(c)(1) 38-54.3(d)(1) 38-54.4	Required retaining walls and retaining wall easements	BB
Administrative	Show the proposed street layout and right of ways.	BB



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38-45.4(c)	All existing arterial streets and such collector and local streets as may be necessary for convenience of traffic circulation and emergency ingress and egress.	BB
38-45.4(d)	All access points to existing roadways and be of the required number.	BB
38-45.4(e)	The development shall have two (2) connections to adjacent properties.	BB
38-45.4(n)	The names of all new proposed streets.	BB
38-45.4(o)	The development shall not have any proposed cul-de-sacs longer than five hundred (500) feet in length	BB
38-47	The location and size of all proposed pedestrian crosswalks, bike trails, horse trails, or other supplementary movement systems.	BB
38-18.2(a)(1) 38-44.3(a)(2)	Preliminary stormwater management plan (SWMP)	BB
38-44.3(e)(1)	A digital copy of the preliminary SWMP shall be submitted along with the preliminary plat.	BB
38-44.3(e)(2)	The preliminary SWMP shall be labeled as "Preliminary"	BB
38-44.3(e)(3)	The preliminary SWMP shall be signed, sealed, and dated by the professional engineer (P.E.) or shall contain a statement showing the professional engineer's name and license number and affirming the preliminary SWMP was prepared under the direction of the engineer and that the plan is preliminary	BB
38-44.3(b)(3)	If no preliminary drainage plan is required [only upon city engineer's approval, see 38-44.44 (b)(3)]: show existing drainage patterns, runoff coefficients, and the proposed changes to these items (before and after development)	NA
38-44.3(c)	The preliminary SWMP must comply with the Engineering Standards Manual and construction details and the Midwest City Code of Ordinances (e.g. chapters 13 and 43), including control/sediment plans	BB
38-18.2(a)(2) 38-44.4(a)(2)	Preliminary drainage plan	BB
13-69.7(1)	The area of the preliminary drainage plan in acres shown at points where storm water enters and leaves the proposed subdivision, and where drainage channels intersect roadways and at junction points.	BB
13-69.7(3)	The location, size, and type of existing and proposed storm water control facilities including storm sewers, inlets, culverts, swales, channels and retention or detention ponds and areas. The approximate area in acres served by said facilities shall be shown.	BB
13-69.7(4)	Special structures such as dams, spillways, dikes or levees.	BB
38-44.4(c)(1)	The preliminary drainage plan shall show the watershed affecting the development and how the runoff from the fully-developed watershed will be conveyed to, through, and from the development.	BB
38-44.4(c)(2)	The preliminary drainage plan must comply with the Engineering Standards Manual and construction details and the Midwest City Code of Ordinances (e.g. chapters 13 and 43)	BB
38-44.4(d)(1)	Three (3) paper copies of the preliminary drainage plan	digital



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38-44.4(d)(2)	The preliminary drainage plan shall be labeled as "Preliminary"	BB
38-44.4(d)(3)	The preliminary drainage plan shall be stamped by and dated by the engineer, professional	BB
38-44.5	If the development proposed is adjacent to or within the 100-year floodplain the following are required:	NA
38-44.5(a)	No Development within a floodway.	--
38-44.5(b)	All 100-year floodplains shall be maintained in an open natural condition	--
38-44.5(b)(3)(a)	The 100-year floodplain shall be dedicated on the final plat to the city as a single lot or may be owned and maintained by an HOA	--
38-44.5(b)(3)(b)	No portion of a single-family or two-family residential lot shall exist within the 100-year floodplain	--
38-44.5(b)(3)(c)	A fifteen-foot wide maintenance easement adjacent to the floodway	--
38-44.5(b)(3)(e)	All streets adjacent to a 100-year floodplain shall have a minimum ROW width of fifty (50) feet.	--
38-44.5(b)(3)(f)(2)	All streets adjacent to a 100-year floodplain shall have a minimum sixty (60) percent of the linear frontage	--
38-44.5(b)(3)(f)(3)(a)	Not more than one (1) cul-de-sac in a row adjacent to 100-year floodplain	--
38-44.5(b)(3)(f)(2)(b)(1)	A minimum fifty (50) percent of an adjacent cul-de-sac bulb shall be open to the 100-year floodplain and no residential lot shall encroach within the area between this line and the major creek.	--
38-44.5(b)(3)(f)(2)(b)(2)	An entry monument(s) or feature(s) as well as landscaping shall be provided at the end of the cul-de-sac and a pathway of a minimum twelve (12) feet in width shall be provided to the major creek	--
38-18.2(a)(3) 38-43.3	Preliminary utility plan	BB
Administrative	The preliminary utility plan shall show the location and width of all adjacent utility easements	BB
38-38.43.2(2)	Width of all proposed utility easements	BB
38-43.3(a)(1)	The preliminary utility plan shall show the location and size of water mains.	BB
38-43.3(a)(1)	The preliminary utility plan shall show the location and size of wastewater mains.	BB
38-43.3(a)(2)	The preliminary utility plan shall include plans and specifications for fire hydrant systems.	BB
38-43.4(b)	All water and wastewater utilities including connections within the ROW or easements shall be vested to the city.	BB
38-43.4(d)	No utility or service lines shall cross another lot.	BB
38-43.4(e)	Any utility adjacent to non-city government roads shall be constructed outside that ROW and in a separate easement unless agreed upon by non-city owner and Midwest City	--



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38-18.2(a)(5)	Preliminary site development plan	BB
Administrative	Finish floor elevations for all pad sites	BB
Administrative 13-69.7(2)	Drainage arrows on all lots showing the final grading and where the water will drain (not to drain over more than adjacent lot)	BB
Administrative 38-54.3(c)(1) 38-54.3(d)(1) 38-54.4	Required retaining walls and retaining wall easements	BB
Administrative	Existing contours with intervals not to exceed two (2) feet referenced to a United State Geological Survey or Geodetic Survey bench mark or monument.	BB
38-18.2(a)(6)	Street layout plan	BB
Administrative	The classification of every street within or adjacent to the development.	BB
38-45.4(b)	The streets within the development shall conform to the city's comprehensive plan.	BB
38-45.4(c)	The proposed street system shall extend all existing arterial streets and such collector and local streets as may be necessary for convenience of traffic circulation and emergency ingress and egress.	BB
38-45.4(d)	The street layout plan shall show all access points to existing roadways and be of the required number.	BB
38-45.4(e)	The street layout plan shall have two (2) connections to adjacent properties.	BB
38-45.4(n)	The street layout plan will have the names of all new proposed streets.	BB
38-45.4(o)	The street layout plan shall not have any proposed cul-de-sacs longer than five hundred (500) feet in length	BB
38-47	The location, size, and easements of all proposed pedestrian crosswalks, bike trails, horse trails, or other supplementary movement systems.	BB
38-18.2 (a) (7)	Street signage and striping plan	BB
Administrative	Proposed signage of development	BB
Administrative	Proposed striping if required	NA
38-18.2 (a) (9)	Other plans	NA
Administrative	If fee in lieu of improvements: include quantities and cost estimates	
Engineering Comments and Recommendations:		
Associated Departments (Fire, Stormwater, and Utilities) Comments and Recommendations:		



Midwest City Fire Marshal's Office

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



Re: PC - 2101

Date: 25 October 2021

PC-2101 is a preliminary plat application for the property at 1120 S Post and 10100 SE 10th.

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.
- Dead-end streets greater than 150 feet in length are required to provide an approved turn around for fire department apparatus.

Respectfully,

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

Duane Helmberger
Fire Marshal
Midwest City Fire Department

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



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 CURRENT PLANNING DIVISION

Applicant: Cypress MNC
 Phone Number: 918-261-4644
 Address: 1120 S. Post

Preliminary Plat Requirements/Checklist – Planning

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

38-48.2	Zoning Compliance	
38-48.2	All lots shall conform to zoning district compliance.	X
38-48.4	Lot Shape	
38-48.4 (A) (B)	Lots shall generally be rectangular in shape. Flag lots are prohibited. Irregular lots shall meet all width, frontage and setback requirements as required by the zoning ordinance.	X
38-48.5	Lot Lines	
38-48.5 (A) (1)	Side lot lines shall be at ninety degree angles or radial to street Right-of-Way lines to the greatest extent possible.	X
38-48.5 (B) (1)	All lot lines shall align along County, school district and other jurisdictional boundary lines.	X
38-48.6	Lot Orientation Restrictions	
38-48.6 (A)	No single-family, two-family or townhome lot shall front onto or have a driveway onto any Arterial Street.	X
38-48.6 (B)	Lots are prohibited from backing to local streets.	Design approved with PUI
38-48.7	Limits-of-No-Access – shown on preliminary plat	
38-48.7 (A)(1)	Low Density lots shall not derive access from an Arterial Street.	X
38-48.7 (A)(2)	Lots facing Collector Streets should be minimized to the fullest extent.	X
38-48.8	Lot Frontages	
38-48.8 (A)(1)	Each lot shall have adequate access to a street by having frontage on a street that is not less than 35' at the street Right-of-Way line. This also applies to lots fronting onto an eyebrow or bulb portion of a cul-de-sac.	Code allows 22' wide townhome lots - lots meet Requirement
38-48.8(B)(1)(a)	For single-family, two-family and townhomes, double frontage lots are prohibited from backing or having the side facing onto an Arterial Street without appropriate screening.	Thoroughfare Screening provided along Post
38-48.8(B)(1)(b)	Where lots back or side onto an Arterial Street, no driveway access is allowed onto the Arterial Street.	LNA provided
38-48.8(B)(2)	For multifamily and nonresidential lots, if lots have frontage on more than one street, a front building line must be established for each street.	NA
38-48.8(B)(3)	Residential lots should face the front of a similar lot, park or open space.	X
38-48.10	Lot and Block Numbering	
38-48.10(A)	All lots within each phase of a development are to be numbered consecutively	X



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



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49.4(A)(1)(d)	may be constructed on any portion of a single-family, two-family or townhome	X										
38-49.4(A)(1)(e)	All such features shall be constructed on lots that are platted as "non-buildable" lots and dedicated to a HOA for private ownership and maintenance.	NA										
38-49.4(A)(2)	Entry features shall not encroach into the visibility triangle or otherwise impair pedestrian or vehicular visibility.	NA										
38-49.4(A)(3)	The maximum height for entry features and structures shall be the maximum height of the governing zoning district as measured from the nearest street or sidewalk grade.	NA										
38-49.4(B)	If private recreation facilities are provided, they shall be centrally located within the overall development to the greatest extent possible.	X										
38-49.4(C)	All outdoor amenities shall provide appropriate lighting.	lighting should be installed in park areas										
38-49.4(D)	A detention or retention pond shall be considered an amenity if it meets the following design considerations:	NA										
38-49.4(D)(1)	Located between the building and street or completely bounded by streets	NA										
38-49.4(D)(2)	Viewable from public space	NA										
38-49.4(D)(4)	Accessible by patrons	NA										
38-49.4(D)(5)	Seating area, public art or fountain	NA										
38-49.4(D)(6)	One tree or planter at least 16 square feet for every 200 square feet of open space, and be located within or adjacent to the open space.	NA										
38-50.2	Homeowners' Association (HOA) Applicability											
38-50.2(A)	Any one or more of the following elements created as part of a development shall require formation of a HOA prior to recordation of a final plat in order to maintain the amenity or facility:	X										
38-50.2(A)(1)	Amenity	NA										
38-50.2(A)(2)	100-year Floodplain	NA										
38-50.2(A)(3)	Private streets	NA										
38-50.2(A)(4)	Thoroughfare screening	X										
38-50.2(A)(5)	Detention or retention ponds	X										
38-50.2(A)(6)	Private park	X										
38-51.2	Applicability of Parks and Open Space Dedication											
	This shall apply to all residential subdivision plats having a dwelling unit density of greater than one unit per net acre	X										
38-51.5(A)	The acreage to be contributed concurrent with the final approval by the City Council of any residential subdivision plat shall be determined by the following formula:	Park Land Review Committee recommended fee in lieu										
	<table border="1" style="width: 100%;"> <tr> <td style="width: 15%;">Two acres</td> <td style="width: 15%;">X (multiplied by)</td> <td style="width: 30%;">Each 1,000 persons projected to occupy the fully developed subdivision</td> <td style="width: 10%;">=</td> <td style="width: 30%;">Amount of land to be contributed</td> </tr> <tr> <td colspan="5" style="text-align: center;">Which is</td> </tr> </table>	Two acres	X (multiplied by)	Each 1,000 persons projected to occupy the fully developed subdivision	=	Amount of land to be contributed	Which is					
Two acres	X (multiplied by)	Each 1,000 persons projected to occupy the fully developed subdivision	=	Amount of land to be contributed								
Which is												



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



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



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 CURRENT PLANNING DIVISION

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



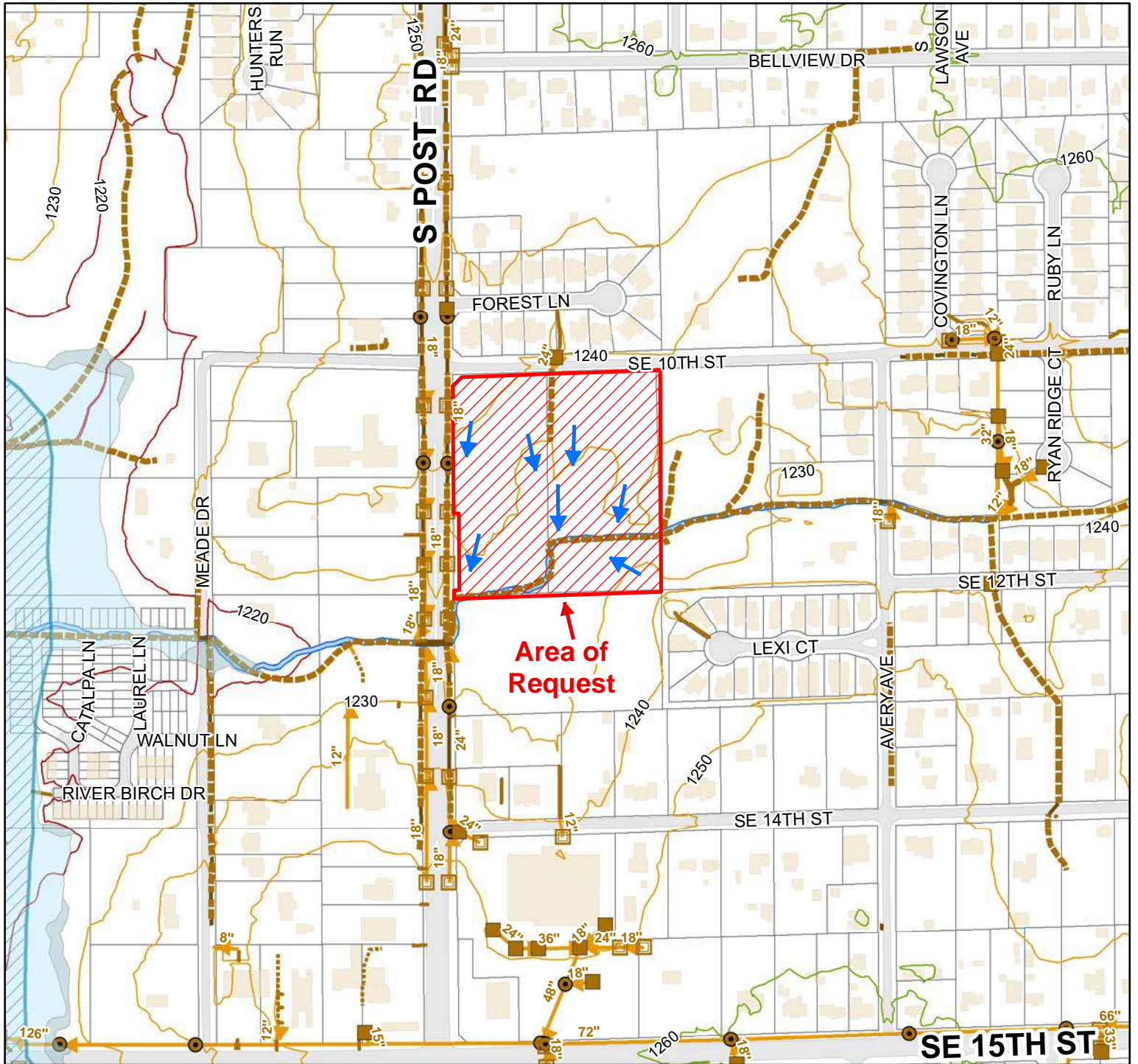
The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 CURRENT PLANNING DIVISION

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

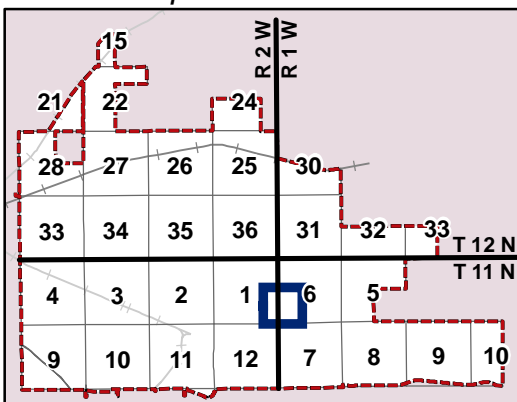
Preliminary Plat Requirements/Checklist - Zoning

5.14.1	Lot Variety Required (required for areas 5 acres or larger)	
5.14.1(A)	Applicability – This section only applies to single-family residential developments of 5 acres or larger.	NA
5.14.1(B)(1)	15% of lots within a development shall be larger than the minimum lot size. Lots shall be increased at least 20% of the minimum lot size.	↓
5.14.1(B)(2)	15% of lots within a development may be smaller than the minimum lot size. Lot sizes shall not be reduced greater than 20% of the minimum lot size.	
5.14.1(C)	Single-family lots shall not be smaller than 6,000 square feet.	
5.14.1(D)	Lots of various sizes shall be evenly distributed throughout a development.	

Additional Notes:



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-2101**

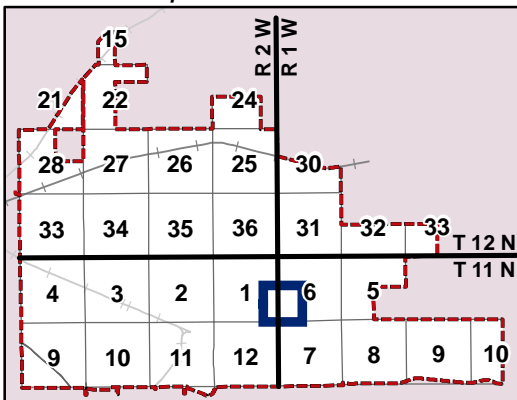
(SW/4, Sec. 6, T11N, R1W)



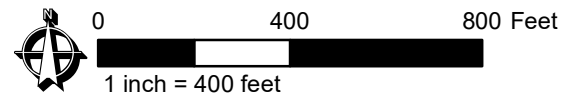
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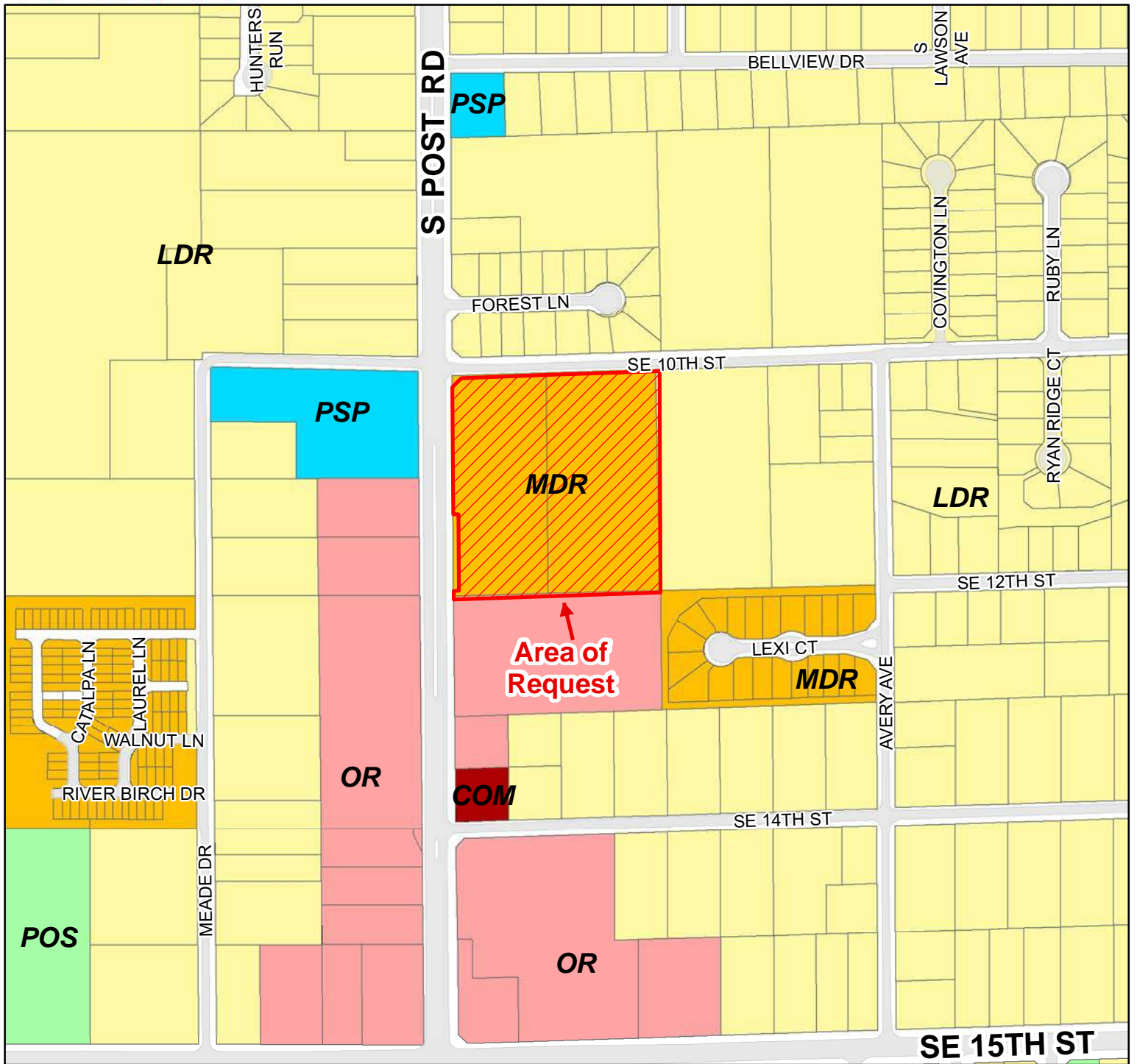
Locator Map



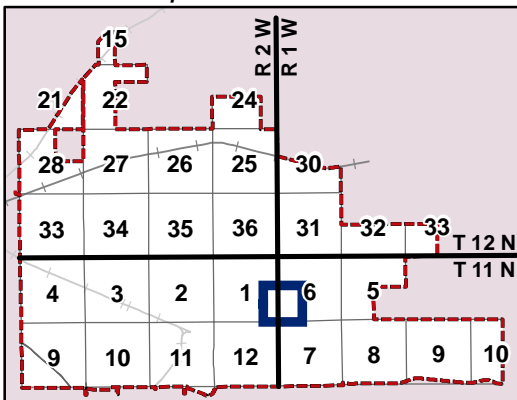
**4/2021 NEARMAP AERIAL VIEW FOR
PC-2101
(SW/4, Sec. 6, T11N, R1W)**



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Locator Map

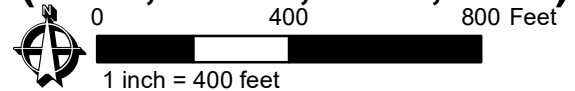


Future Land Use Legend

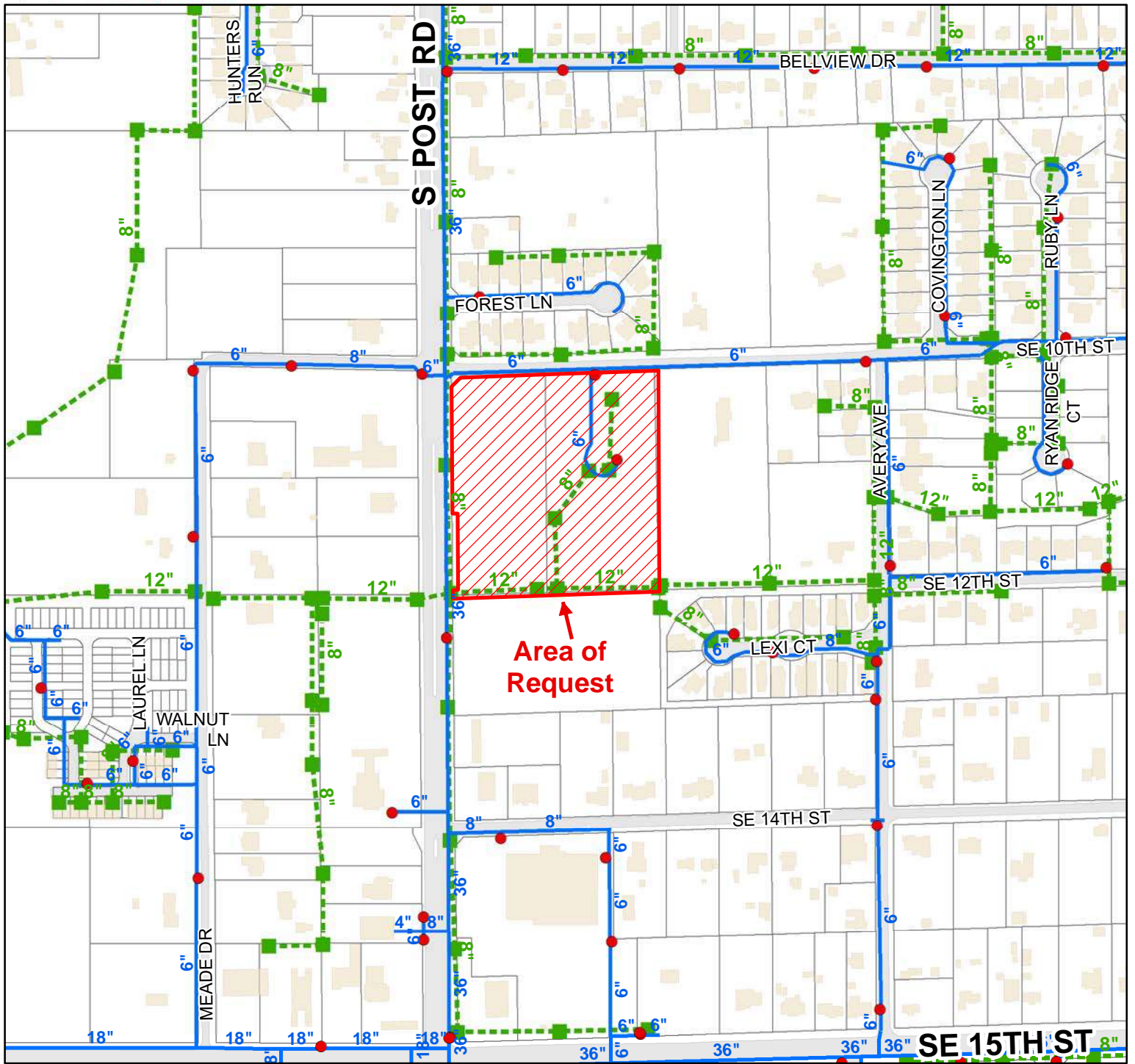
- Single-Family Detached Residential
- Medium Density Residential
- High Density Residential
- Manufactured Home
- Public/Semi-Public
- Parks/Open Space
- Office/Retail
- Commercial
- Industrial
- Town Center

**FUTURE LAND USE
MAP FOR
PC-2101**

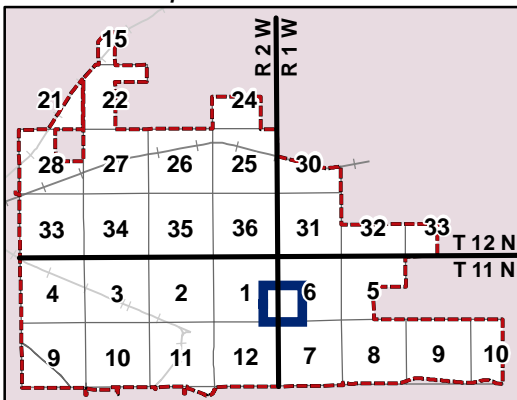
(SW/4, Sec. 6, T11N, R1W)



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Locator Map



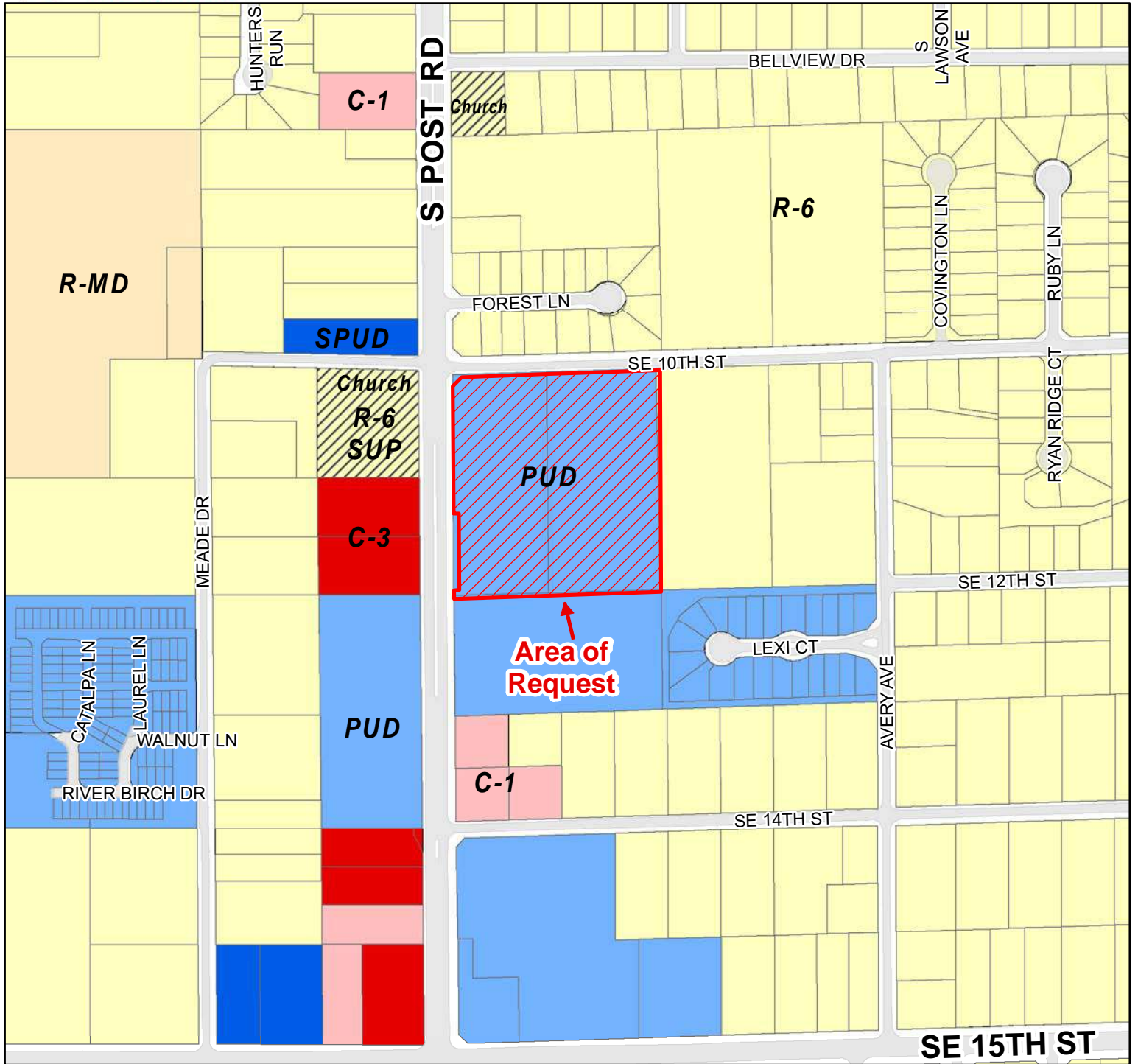
Water/Sewer Legend

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

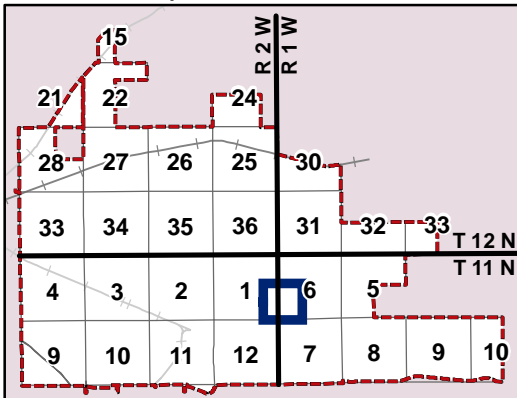
**WATER/SEWER LINE
LOCATION MAP FOR
PC-2101
(SW/4, Sec. 6, T11N, R1W)**



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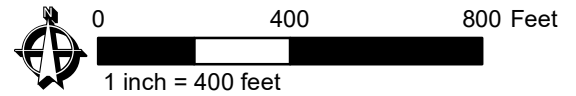
Locator Map



Current Zoning Legend

A-1	I-2 SUP	R-35
A-1 SUP	I-3	R-2F
C-1	O-1	R-MD
C-1 SUP	O-1 SUP	R-MD SUP
C-2	O-2	R-HD
C-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-2101 (SW/4, Sec. 6, T11N, R1W)

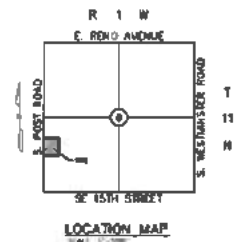


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PRELIMINARY PLAT of CYPRESS VILLAGE

A TRACT OF LAND BEING A PART OF THE SOUTHWEST QUARTER (SWQ) OF SECTION 10 (S10), TOWNSHIP 15 NORTH, RANGE 04E (S10) WEST OF THE SEVEN MERIDIAN, MARSH COUNTY, OKLAHOMA COUNTY, OKLAHOMA

ENGINEER:
GRUBBS CONSULTING, LLC
1800 S. SARA ROAD
YUKON, OKLAHOMA 73099
(405) 263-0841
FAC: (405) 263-0848



SUBDIVISION RECORDS:
SEVENTY FIVE (75) LOTS IN
S10 (S) BLOCK 1
GRUBBS CONSULTING, LLC
OKLAHOMA, OK
ON 10/24/2021

SURVEYOR:
GOLDEN LAND SURVEYING
7304 HWY 2640N ST., SUITE # 1, EDWARDS, OKLAHOMA 73017
P.O. BOX 70637, FAX: 405-750-7030
OKLAHOMA CITY, OKLAHOMA 73116
(405) 807-7883

DEVELOPER:
STRESS REAL ESTATE, LLC
6800 N. HICKORY, SUITE 400
OKLAHOMA CITY, OKLAHOMA 73116

- NOTES:**
- A SURVEY IS REQUIRED IN EACH LOT WHERE AN ADJUT LOCAL AND COLLECTION STREET IMPROVEMENTS ARE REQUIRED BE DETERMINED PRIOR TO THE RESURVEY OF A CERTIFICATE OF OCCUPANCY FOR THE APPLICABLE LOT.
 - MAINTENANCE OF COMMON AREAS IS THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION.

PARCEL TABLE BLOCK 1

PARCEL #	SQUARE FEET	ACRES
1	± 3506.31	± 0.0819
2	± 2357.40	± 0.0541
3	± 2291.78	± 0.0524
4	± 2009.12	± 0.0460
5	± 1082.26	± 0.0246
6	± 2001.97	± 0.0458
7	± 1581.50	± 0.0378

PARCEL TABLE BLOCK 2

PARCEL #	SQUARE FEET	ACRES
1	± 2713.61	± 0.0620
2	± 2029.12	± 0.0462
3	± 2343.97	± 0.0535
4	± 2248.82	± 0.0519
5	± 1000.77	± 0.0228
6	± 1030.00	± 0.0235
7	± 2312.82	± 0.0531
8	± 2327.67	± 0.0534
9	± 2342.62	± 0.0538
10	± 2433.78	± 0.0560
11	± 2464.92	± 0.0570
12	± 2480.15	± 0.0573
13	± 2414.82	± 0.0554
14	± 2428.24	± 0.0559
15	± 2444.16	± 0.0564
16	± 2418.92	± 0.0558

PARCEL TABLE BLOCK 3

PARCEL #	SQUARE FEET	ACRES
1	± 2543.40	± 0.0581
2	± 2208.00	± 0.0505
3	± 2208.00	± 0.0505
4	± 2208.00	± 0.0505
5	± 2208.00	± 0.0505
6	± 2000.00	± 0.0456
7	± 2000.00	± 0.0456
8	± 2208.00	± 0.0505
9	± 2208.00	± 0.0505
10	± 2208.00	± 0.0505
11	± 2208.00	± 0.0505
12	± 2000.00	± 0.0456
13	± 2000.00	± 0.0456
14	± 2000.00	± 0.0456

PARCEL TABLE BLOCK 4

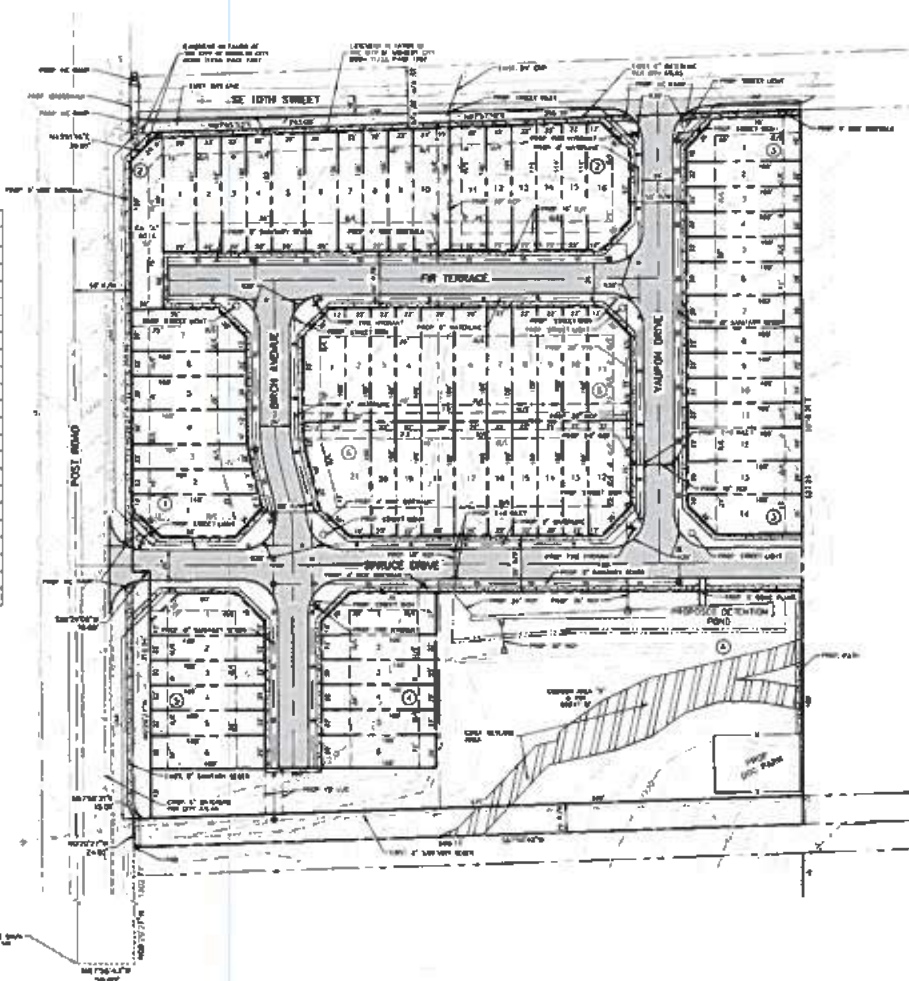
PARCEL #	SQUARE FEET	ACRES
1	± 2087.50	± 0.0478
2	± 2200.00	± 0.0505
3	± 2200.00	± 0.0505
4	± 2200.00	± 0.0505
5	± 2200.00	± 0.0505
6	± 2000.00	± 0.0456

PARCEL TABLE BLOCK 5

PARCEL #	SQUARE FEET	ACRES
1	± 2078.95	± 0.0476
2	± 2282.80	± 0.0520
3	± 2281.80	± 0.0519
4	± 2281.84	± 0.0519
5	± 2281.28	± 0.0519
6	± 2281.29	± 0.0519

PARCEL TABLE BLOCK 6

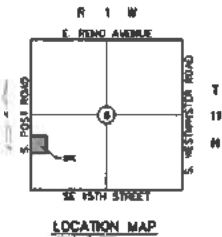
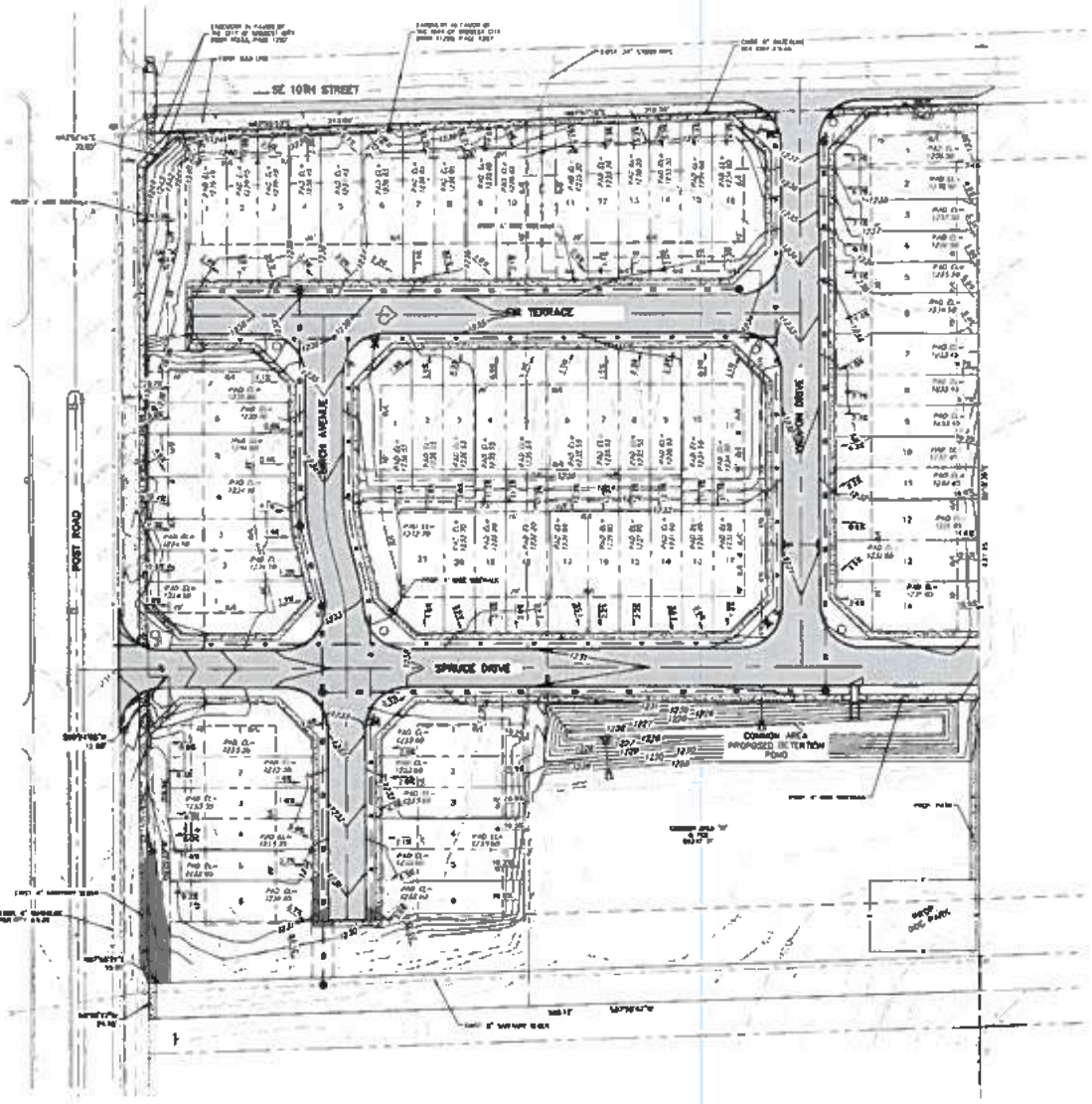
PARCEL #	SQUARE FEET	ACRES
1	± 1581.50	± 0.0378
2	± 2200.00	± 0.0505
3	± 2200.00	± 0.0505
4	± 2200.00	± 0.0505
5	± 2200.00	± 0.0505
6	± 2000.00	± 0.0456
7	± 2200.00	± 0.0505
8	± 2200.00	± 0.0505
9	± 2200.00	± 0.0505
10	± 2200.00	± 0.0505
11	± 2200.00	± 0.0505
12	± 2200.00	± 0.0505
13	± 2200.00	± 0.0505
14	± 2200.00	± 0.0505
15	± 2200.00	± 0.0505
16	± 2200.00	± 0.0505
17	± 2000.00	± 0.0456
18	± 2000.00	± 0.0456
19	± 2000.00	± 0.0456
20	± 2000.00	± 0.0456
21	± 2000.00	± 0.0456



- B/L = BUILDING LINE
- U/E = PUBLIC UTILITY EASEMENT
- P/E = PRIVATE EASEMENT, EASEMENT
- R/W = RIGHT OF WAY
- C/W = CURB
- SW = STRIP OF NO ACCESS
- D/E = PUBLIC STORM SEWER EASEMENT

GOLDEN LAND SURVEYING
7304 HWY 2640N ST., SUITE # 1, EDWARDS, OKLAHOMA 73017
P.O. BOX 70637, FAX: 405-750-7030
Tel: (405) 807-7883, Job No: 20210101 gsls@goldenland.com

GRUBBS CONSULTING, LLC
CIVIL ENGINEERING & LAND PLANNING
1800 S. SARA ROAD
YUKON, OKLAHOMA 73099
Phone: (405) 263-0841
Fax: (405) 263-0848
GRUBBS CONSULTING, LLC CERTIFICATE OF AUTHORIZATION NO. CE 01415-01-01-2018



GRADING LEGEND

- 1' to 2' - 10% Slope
- 2' to 3' - 20% Slope
- 3' to 4' - 30% Slope
- 4' to 5' - 40% Slope
- 5' to 6' - 50% Slope
- 6' to 7' - 60% Slope
- 7' to 8' - 70% Slope
- 8' to 9' - 80% Slope
- 9' to 10' - 90% Slope
- 10' to 12' - 100% Slope
- 12' to 15' - 120% Slope
- 15' to 20' - 150% Slope
- 20' to 25' - 200% Slope
- 25' to 30' - 300% Slope
- 30' to 40' - 400% Slope
- 40' to 50' - 500% Slope
- 50' to 60' - 600% Slope
- 60' to 70' - 700% Slope
- 70' to 80' - 800% Slope
- 80' to 90' - 900% Slope
- 90' to 100' - 1000% Slope
- 100' to 120' - 1200% Slope
- 120' to 150' - 1500% Slope
- 150' to 200' - 2000% Slope
- 200' to 250' - 2500% Slope
- 250' to 300' - 3000% Slope
- 300' to 400' - 4000% Slope
- 400' to 500' - 5000% Slope
- 500' to 600' - 6000% Slope
- 600' to 700' - 7000% Slope
- 700' to 800' - 8000% Slope
- 800' to 900' - 9000% Slope
- 900' to 1000' - 10000% Slope
- 1000' to 1200' - 12000% Slope
- 1200' to 1500' - 15000% Slope
- 1500' to 2000' - 20000% Slope
- 2000' to 2500' - 25000% Slope
- 2500' to 3000' - 30000% Slope
- 3000' to 4000' - 40000% Slope
- 4000' to 5000' - 50000% Slope
- 5000' to 6000' - 60000% Slope
- 6000' to 7000' - 70000% Slope
- 7000' to 8000' - 80000% Slope
- 8000' to 9000' - 90000% Slope
- 9000' to 10000' - 100000% Slope



UTILITY STATEMENT
 THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN CORRESPOND TO ALL SUCH UTILITIES IN THE AREA. THE OWNER IN SERVICE OR ABANDONED THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE, THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

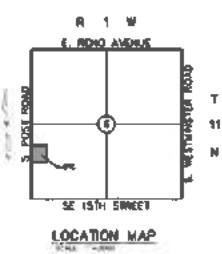
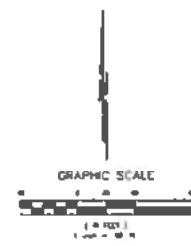
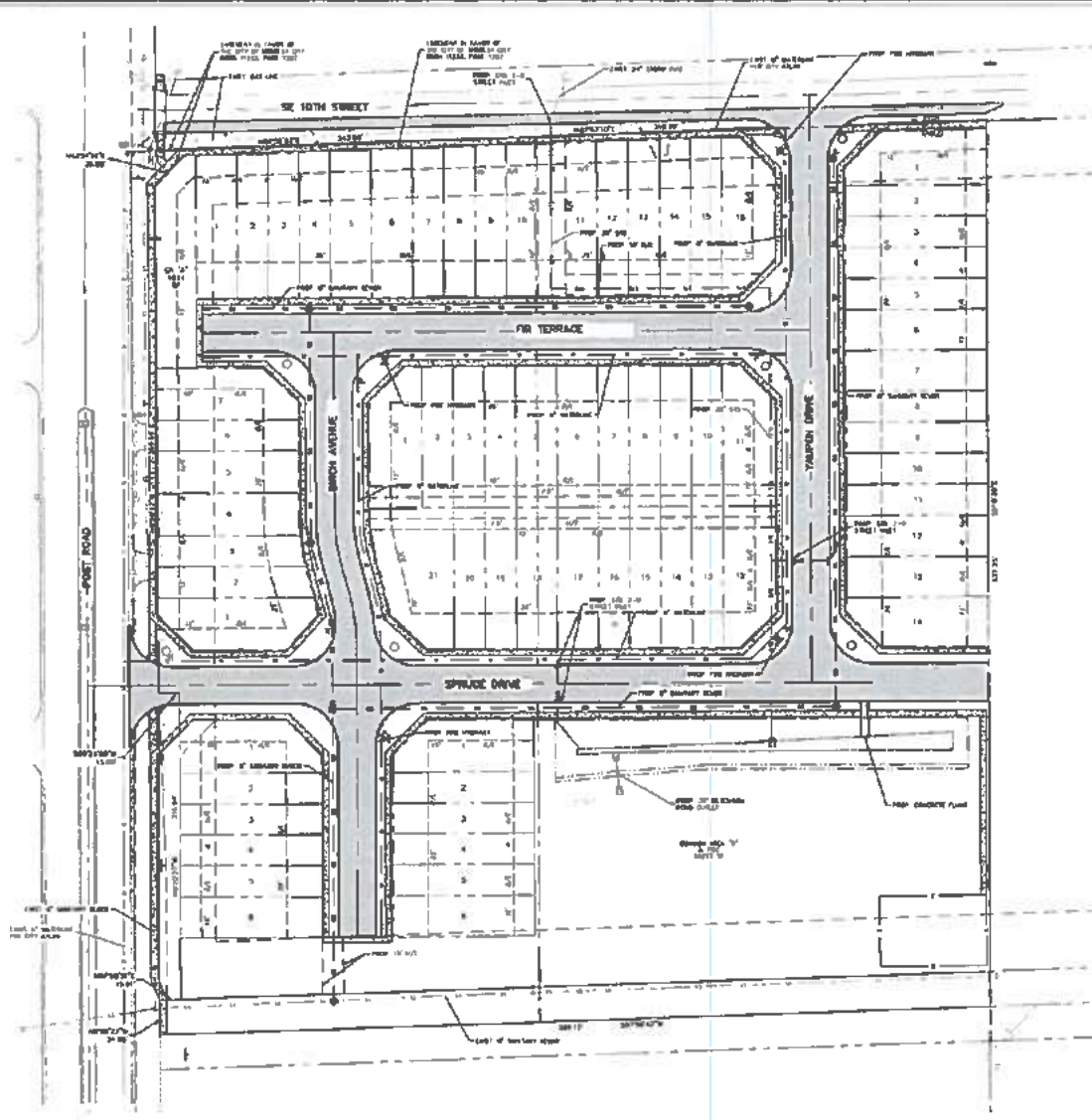
RUBBS CONSULTING, LLC
 CIVIL ENGINEERING & LAND PLANNING
 1120 S. FAIRBANK ROAD, SUITE 100, MARIETTA, GA 30067
 (770) 426-1100
 www.rubbsconsulting.com



CYPRESS VILLAGE
 1120 S. FAIRBANK ROAD, SUITE 100, MARIETTA, GA 30067
 DEVELOPMENT SITE
 DEVELOPMENT PLAN

REVISION NO.	DESCRIPTION	DATE

PROJECT NUMBER
SDP



GRADING LEGEND

0	Top of base elevation
1	Top of finish elevation
2	Top of subgrade elevation
3	Top of existing subgrade
4	Top of existing ground
5	Top of existing structure
6	Top of existing structure
7	Top of existing structure
8	Top of existing structure
9	Top of existing structure
10	Top of existing structure
11	Top of existing structure
12	Top of existing structure
13	Top of existing structure
14	Top of existing structure
15	Top of existing structure
16	Top of existing structure
17	Top of existing structure
18	Top of existing structure
19	Top of existing structure
20	Top of existing structure
21	Top of existing structure
22	Top of existing structure
23	Top of existing structure
24	Top of existing structure
25	Top of existing structure
26	Top of existing structure
27	Top of existing structure
28	Top of existing structure
29	Top of existing structure
30	Top of existing structure



UTILITY STATEMENT
 THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN CORRESPOND TO SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATIONS INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

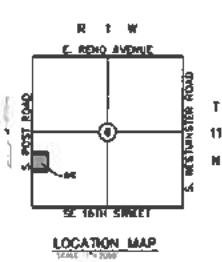
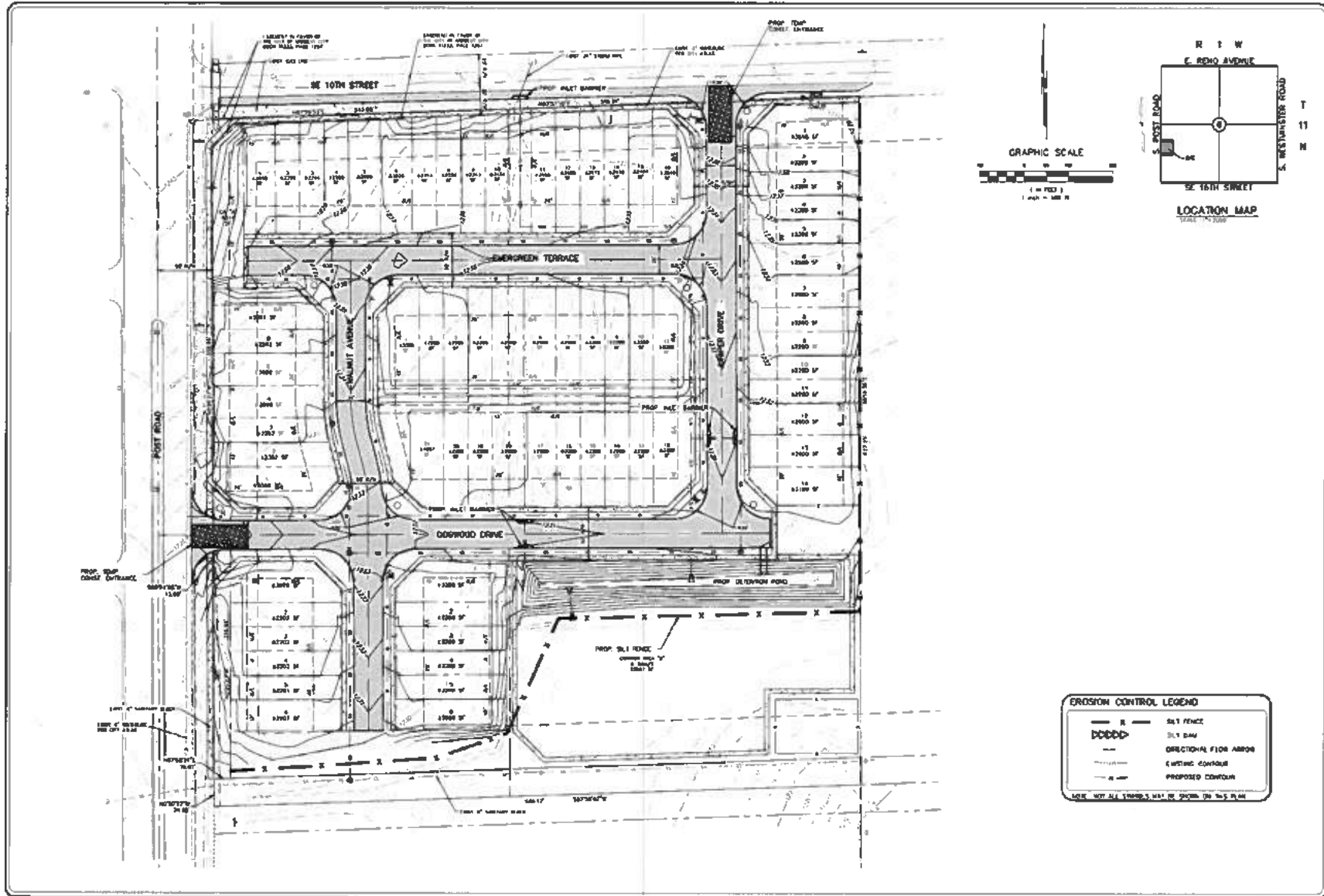
RUBBS CONSULTING, LLC
 CIVIL, ENGINEERING & LAND PLANNING
 1120 S. POST ROAD, SUITE 100, OKLAHOMA CITY, OK 73106
 (405) 233-1111
 www.rubbsconsulting.com



CYPRESS VILLAGE
 1120 S. POST ROAD, SUITE 100, OKLAHOMA CITY, OK 73106
PRELIMINARY UTILITY LAYOUT PLAN

NO.	REVISIONS	DESCRIPTION	DATE

UP



EROSION CONTROL LEGEND

—	SILT FENCE
DDDD	SILT DAM
---	DIRECTIONAL FLOW ARROWS
---	EXISTING CONTOUR
---	PROPOSED CONTOUR

NOTE: NOT ALL SYMBOLS MAY BE SHOWN ON THIS PLAN

FURBES CONSULTING, LLC
 CIVIL ENGINEERING & LAND PLANNING
 1120 S. FIRST AVENUE, SUITE 100
 DENVER, CO 80202
 PHONE: 303.733.8888
 FAX: 303.733.8889
 WWW.FURBESCONSULTING.COM



CYPRESS VILLAGE
 1120 S. FIRST AVENUE, SUITE 100
 DENVER, CO 80202
**PRELIMINARY STORMWATER
 MANAGEMENT PLAN**

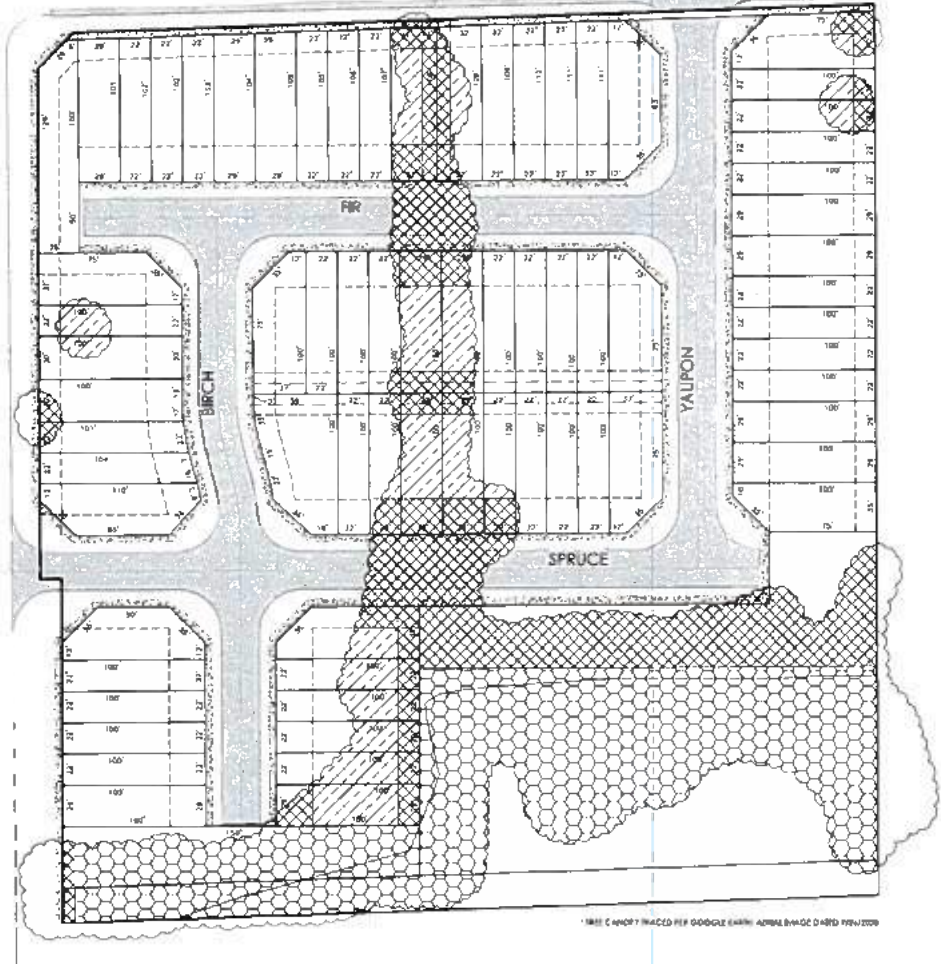
REVISION NO.	DESCRIPTION	DATE

DESIGNED BY: [Signature]
 CHECKED BY: [Signature]
 DATE: [Date]
 SCALE: [Scale]

SWMP

SOUTH POST ROAD

SE 10th STREET



* TREE CANOPY TRACED PER GOOGLE EARTH. ADRIAN B. HOGUE, DATED 05/04/2020

LEGEND (see sheet 10252021)

-  TREE CANOPY TO BE RETAINED PER APPLICABLE APPLICABLE PERMITS
-  TREE CANOPY TO BE REMOVED REQUIRING MITIGATION
-  TREE CANOPY REMOVED BUT TREES PERMITTED TO REMAIN IN YARD AND DRIVEWAY AREAS NOT REQUIRING MITIGATION

TREE CANOPY CALCULATIONS

PRE DEVELOPMENT TREE CANOPY COVERAGE REMAINABLE AREA	34,478 SF
PRE DEVELOPMENT TREE CANOPY COVERAGE IN PERMITTED RIGHT-OF-WAY, UTILITIES, AND DRAINAGE AREAS	86,137 SF
TREE CANOPY TO REMAIN	48,657 SF
TREE CANOPY TO BE REMOVED REQUIRING MITIGATION	19,438 SF
TREE CANOPY TO BE REMOVED NOT REQUIRING MITIGATION	36,360 SF
TOTAL PRE DEVELOPMENT TREE CANOPY COVERAGE	134,455 SF

REFER TO SHEET L3 FOR PLANTING NOTES



OUR SERVICES INCLUDE: LAND ACQUISITION, ENVIRONMENTAL ASSESSMENT, ENGINEERING, SURVEYING, AND CONSTRUCTION MANAGEMENT. WE ARE A FULL SERVICE FIRM.



THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. THE DESIGNER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE USER OF THIS PLAN ASSUMES ALL LIABILITY FOR ANY SUCH ERRORS OR OMISSIONS. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

CYPRESS VILLAGE
SE 10th St & S Post Rd
Midwest City, Oklahoma

PROJECT NO: 20188
DATE: 10/25/2021
DRAWN BY: JH

TREE CANOPY MANAGEMENT PLAN



Tanner Consulting

200 Anderson / Tulsa, Oklahoma 74103
 918-438-1111
 4115 NORTH WEST AVE SUITE 100
 TULSA, OKLAHOMA 74103
 918-438-1111
 4115 NORTH WEST AVE SUITE 100
 TULSA, OKLAHOMA 74103



PRELIMINARY TREE CANOPY COVERAGE
 THIS DOCUMENT IS PRELIMINARY AND NOT TO BE USED FOR CONSTRUCTION. IT IS SUBJECT TO CHANGE WITHOUT NOTICE. THE CLIENT IS RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED. THE DESIGNER ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS DOCUMENT.

DATE	BY
10/25/2021	JAT

CYPRESS VILLAGE
 SE 10th St & S Post Rd
 Midwest City, Oklahoma

PROJECT: 2118
 TITLE: TREE CANOPY
 DATE: 10/25/2021
 SCALE: AS SHOWN

PLAN SCALE: 1"=40'-0"
 1/2"=20'-0"
 PROPOSED TREE CANOPY

PROPOSED TREE CANOPY LEGEND

TREE LABEL	QUANTITY	BOTANICAL / COMMON NAME	CALIPER INCHES	CANOPY AREA	COVERAGE	TREE SIZE
ONE SHD	4	Quercus alba / Shumard Oak	2"	1,200 SF	17,600 SF	+
TAX SH	15	Taxodium distichum / Bald Cypress	2"	1,200 SF	16,750 SF	+
POST CH	18	Populus alba / White Poplar	2"	1,200 SF	17,500 SF	+
					TOTAL PROPOSED COVERAGE	52,000 SF

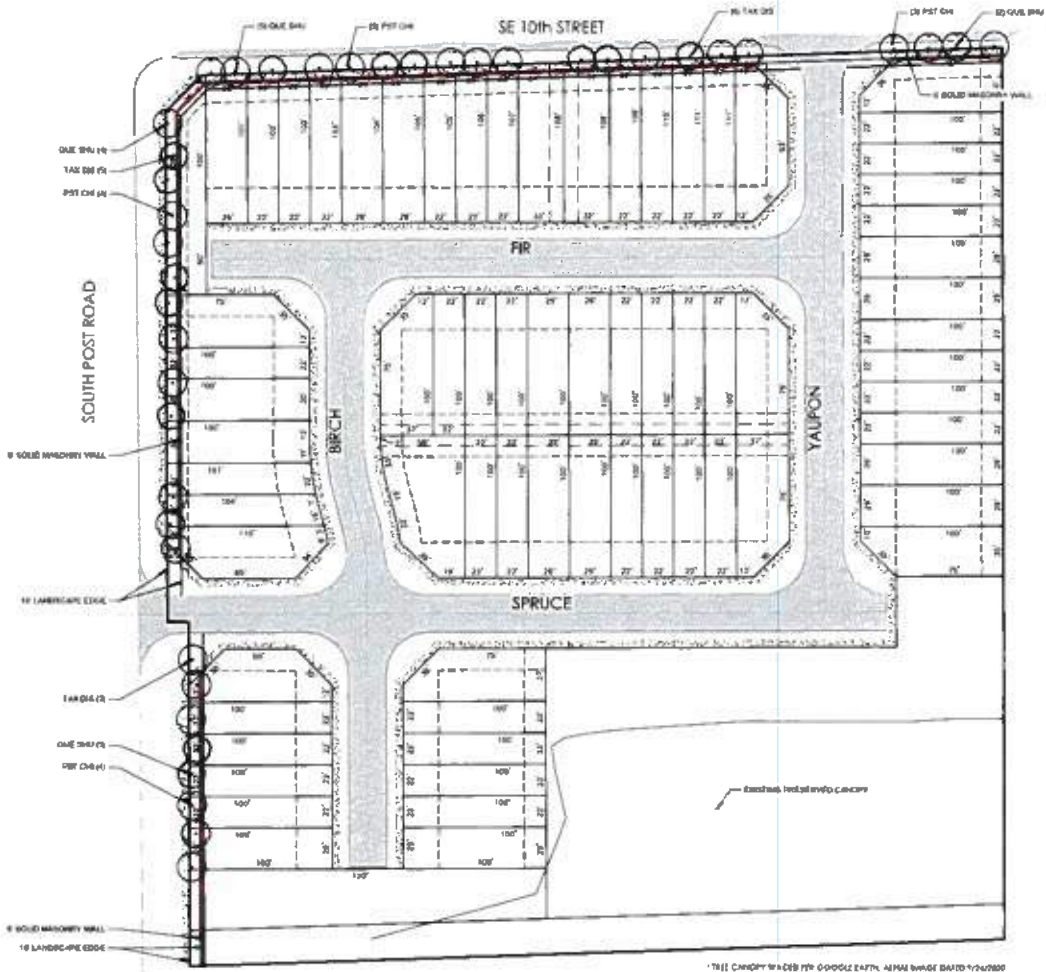
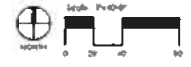
TREE CANOPY CALCULATIONS

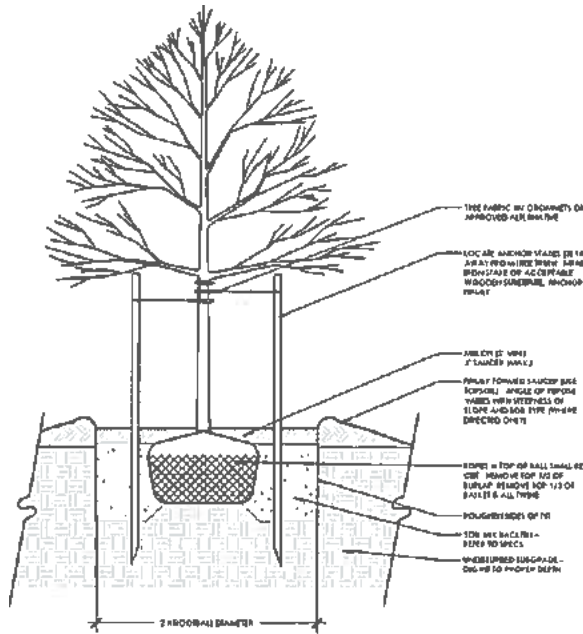
PRE-DEVELOPMENT TREE CANOPY COVERAGE IN BUILDABLE AREA	14,426 SF
PRE-DEVELOPMENT TREE CANOPY COVERAGE IN PERMITTED BUILDING FOOTPRINTS AND DRIVEWAY AREAS	64,174 SF
TREE CANOPY TO REMAIN	44,408 SF
TREE CANOPY TO BE REMOVED REQUIRING REPLACEMENT	14,426 SF
TREE CANOPY TO BE REMOVED FROM EXISTING LOT FOOTPRINT	25,362 SF
TOTAL PRE-DEVELOPMENT TREE CANOPY COVERAGE	122,419 SF
PROPOSED TREE CANOPY COVERAGE	52,000 SF
TOTAL TREE CANOPY COVERAGE	174,419 SF

Preliminary Thoroughfare Screening Plan

Tree Planting
 S Post Rd
 Trees Required: 16/12/8 = 21 Trees
 Trees Provided: 21 Trees
 SE 10th St
 0 Trees Required
 Trees Provided: 20 Trees
Screening Wall/Barrier Type
 S Post Rd
 Continuous 6' to 8' High Solid Masonry Wall required
 6' High Solid Masonry Wall provided
 SE 10th St
 No Screening wall/Barrier required
 6' High Solid Masonry Wall provided
Landscape Edge
 S Post Rd: 10' Landscape Edge
 SE 10th St: 0' Landscape Edge

REFER TO SHEET L3 FOR PLANTING NOTES





SECTION: DECIDUOUS TREE PLANTING
SCALE: 1" = 1'-0"

PLANTING NOTES

1. The Contractor shall landscape hardscape with the site conditions and verify them to the satisfaction.
2. The Contractor is responsible for maintaining, in full, all planting areas (including watering, weeding, mulching, mowing, fertilizing, etc.) until the job is accepted in full by Owner and/or Landscape Architect.
3. The Landscape Contractor is responsible for confirming the availability of all the specified plant materials within two (2) weeks of project award. All requests for substitution due to lack of availability must be made to the Landscape Architect in writing within this period. No substitution shall be permitted without prior written approval. The Contractor is responsible for researching all means possible to obtain the materials at specified prices for requesting substitution. Approved substituted materials must be offered at no additional costs to the Owner.
4. The Landscape Contractor is responsible for confirming the quantities of each plant material required to adequately cover the area shown on the landscape plans of the prescribed spacing and spacing. The Landscape Architect immediately at any perceived discrepancies a min. of two (2) working days prior to planting.
5. The Landscape Architect reserves the right to review and approve all plant materials if required, including soil. The source library with the Landscape Contractor prior to delivery to the job site.
6. All root balls shall conform to the size standards set forth in "American Standards for Nursery Stock".
7. Each tree shall be backfilled with 3 cubic feet of bark to stabilize soil but compacted thoroughly with a tamping tool. Arise before start following Spaw's Organic Soils Series Plus 4-3-3 following manufacturer's recommendations.
8. For evergreen shrub and tree planting, apply WR-PUT anti-rotent spray at a rate of 1:10 WR-PUT to water the same day as planting.
9. Refer to Civil Engineer's grading plans for grading information. If actual site conditions vary from what is shown on the plans or if there are discrepancies between the plans, contact the Landscape Architect for direction as to how to proceed.
10. All plant material shall be protected during transport and delivery to final location with shade cloth or other acceptable means of weather preservation.
11. All trees must be guarded or staked as shown in the detail.
12. Irrigation: all plant material shall be installed in a sound, workman-like manner and according to accepted good planting and tree relocation procedures with the quality of plant material as hereinafter described. All elements of landscaping shall be installed so as to meet all applicable ordinances and code requirements.
13. Contractor shall ensure drainage and percolation of all planting pits prior to installation of plant material. Contractor shall fill pits with water before planting to assure that proper drainage and percolation is available. Correct if required to assure percolation. Contractor is responsible for replacement of all plants lost due to inadequate drainage conditions.
14. Contractor to request final acceptance of project in writing. If all work is satisfactory and complete in accordance with conditions of contract documents, then the Owner, and/or Landscape Architect shall declare the project substantially complete.
15. Contractor to replace rejected plant material within two (2) weeks of written notice.
16. Contractor shall match all plant material throughout and completely to a three-inch (3") depth at least, weed free finished grade unless noted otherwise in plans or specifications. All disturbed areas to be covered with 100% mulch, planting, or approved completion alternative. No bare soil shall remain on property of adjacent properties.
17. Contractor shall place all plant material on site and get Landscape Architect approval before planting.

TREE PRESERVATION NOTES

1. All trees to be preserved as indicated on the Landscape Demolition Plan shall be protected by a construction fence. The fence shall be located at a 3-ft radius from the edge of the trunk. The fence shall be firmly anchored into the ground and shall remain upright and intact until all construction activities are complete. Construction activities at street shall not occur within three (3) feet of the fence. The Contractor shall stake the protective fencing to secure the location of the protective fencing shall be approved and by the Landscape Architect prior to the start of any site work.
2. When excavation near a tree to be protected must be carried out, damage can be limited by soil pairing. Soil pairing shall be completed before grading is started and shall occur beneath the protective fencing as shown on the plan.
3. Root pruning shall be performed, when required, with a branch such as a telephone cable puller or a "Ditch Witch" prior to adjacent excavation. The branching shall be to a minimum depth of 24" or the depth of excavation. The Contractor shall advise the level of root pruning as per the plan. Limits of branching shall be approved by the Landscape Architect prior to any branching in the field. Do not branch for irrigation in electrical wiring tap lines of existing lines. Coordinate all branching required for utility work with the landscape plan.
4. The best method to avoid soil compaction is to KEEP OFF. This includes restricting all traffic both vehicles and pedestrian from crossing over the root zones, and restricting even temporary material storage under trees.



Tanner Consulting
10292009

ONE EIGHT ZERO ONE (1801) EAST BRIDGEMAN AVENUE
TULSA, OKLAHOMA 74104
918.462.1100
4225 SOUTH LAMAR AVENUE
TULSA, OKLAHOMA 74106
918.462.1100
11200 N.W. 42ND AVENUE SUITE 100
OKLAHOMA CITY, OKLAHOMA 73150
918.462.1100



THIS PLAN AND SPECIFICATIONS SHALL BE USED IN CONJUNCTION WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS OF THE STATE OF OKLAHOMA, LATEST EDITION, AND ANY AMENDMENTS THERE TO. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST EDITION OF THE STANDARD SPECIFICATIONS AND ANY AMENDMENTS THERE TO. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST EDITION OF THE STANDARD SPECIFICATIONS AND ANY AMENDMENTS THERE TO.

DATE: 08/11/2020

FILED: 08/11/2020

CYPRESS VILLAGE
SE 10th St & S Post Rd
Midwest City, Oklahoma

PROJECT: 21185
DATE: 08/11/2020
DRAWN BY: JMM

PLAN: 002.00

NOTES AND TREE PLANTING DETAIL

L3



CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

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

ENGINEERING DIVISION
Brandon Bundy, P.E., City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, AICP, Manager
COMPREHENSIVE PLANNER
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Building Official

TO : Honorable Mayor and Council

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

DATE : December 14th, 2021

SUBJECT : Discussion and consideration, including any amendment thereto, of a request by Mr. Daryl Ljunghammar to waive the requirements of requiring a sewer connection in order to obtain a building permit per Midwest City Code 43-109, for his property at 8720 NE 17th Street.

Mr. Daryl Ljunghammar is in the process of constructing a house at 8720 NE 17th Street and submitted a request to waive the Midwest City Code 43-109 requiring that all new buildings within 300 feet of an existing sewer tie onto public sewer. The request was submitted on November 10th, 2021. The code reads as follows:

Sec. 43-109. - Sewer connection prerequisite to building permit.

- a) No building permit for construction of a new building or relocation of a building shall be issued for property located within three hundred (300) feet of a public sewer, unless the public sewer is extended to an easement abutting the property and the sewage facilities of the property are tied onto the public sewer. The public sewer extension, if necessary, and its service connections to the property shall be constructed at no cost to the city. Provided however for commercial and industrial development not part of the subdivision of land, the building permit may be issued prior to the installation of the requirements subject to the conditions contained in section 38-94(a)(2) and/or (c).
- b) Any property owner aggrieved by the prohibitions of subsection (a) of this section may file an appeal to the city council. The appeal shall be in writing and shall state the reasons for appeal. At least five (5) days prior to the hearing on the appeal, notice of the time and place of the hearing shall be given to the person who filed the appeal and abutting property owners. A fee of sixty dollars (\$60.00) must be paid at the time the appeal is filed.

(Code 1972, § 37-94; Ord. No. 2331, § 2, 3-14-89; Ord. No. 2728, § 1, 11-24-98)

8720 NE 17th Street



First contact between City and Mr. Ljunghammar regarding this property was on May 5th, 2020 when Mr. Ljunghammar had a pre-development meeting with City staff regarding a possible subdivision of the land into three lots. In that meeting staff discussed sewer specifically and that all subdivided lots in the City require access to public sewer. A sewer map was provided to Mr. Ljunghammar and noted that sewer extended across the subject property on NE 17th Street. No further contact regarding the property until a building permit was applied for one residence on the entire parcel.

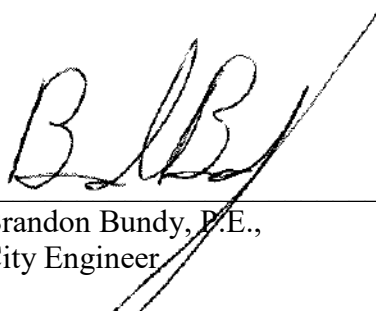
A building permit for this residence was issued on April 13th, 2021. In the permit notes, it was stated “House will be required to tie into City water and sewer”. Our standard site meeting was then held on July 20th, 2021 between Mr. Ljunghammar and staff, at which time, sewer was mentioned as being a required connection.

The precedence in the past few years is for the builders to tie into the sewer main as stated by ordinance. Below is a few of the homes built or planned here in Midwest City which have complied with this and a similar ordinance regarding water. Notably, the construction of the home on 9317 Wonga Drive required a sewer pump because the existing fall line would not work. Additionally, a home was recently completed on 815 Helm Drive which required a considerable effort to extend the sewer main for connection.

Type	Address	Type of Building	Extent	Date
Sewer	4212-4122 Bonaparte Boulevard	Residential (7 Homes)	411' of 8" Sewer	02/15/2020
Sewer	10405 SE 21 st Street	Residential	~180' of 8" Sewer	Pending
Sewer	815 Helm Drive	Residential	~240' of 8" Sewer	11/23/2021
Sewer	9317 Wonga Drive	Residential	Grade of house below sewer, owner constructed individual lift station	01/16/2020
Water	329 King Avenue	Residential	337' of 6" Water and hydrant	Under construction
Water	314 King Avenue	Residential	Water and Sewer	9/8/2010
Sewer	314 King Avenue	Residential	Water and Sewer	9/8/2010

Review of this request should consider the efforts of previous resident’s compliance to code and the precedence going forward.

I am available for any questions.



Brandon Bundy, P.E.,
City Engineer

Attachment

Daryl Ljunghammar
4100 Newburg Dr
Choctaw, OK 73020
206-619-1893
Dljunghammar@gmail.com

November 10, 2021

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

Dear Midwest City Council,

My wife and I currently own property in Midwest City located at 8720 NE 17th Street. We are in the process of building a new home on the property that we will live in once completed. The property has both water and gas line access on 17th street but the closest sewer line access is over 600' away on 16th street. The property spans both 17th street and 16th street which means the house sewer line would have to traverse over 600' across the property to get to the main sewer line on 16th street.

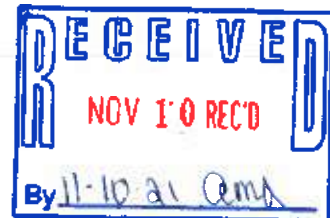
This will create multiple problems. First, the 600' of sewer line will need to include a pump to get the sewage through 600' of pipe since a gravity fed system would be too deep. This pump system would add a considerable amount of extra maintenance costs over the life of the system. It would also be more susceptible to failures since the line would be under pressure to transport the sewage. Second, the 600' of sewer line would transverse the back half of the property thus interfering with any future development of that portion of the property. Third, the cost of installing the 600' came in at over \$28,000.00. This cost is very exorbitant for a home that is less than 2,000 sqft. The cost to put in a septic system would be around \$6,000.00.

Since the original home that was on the property had a septic system and the other houses along 17th street near my property have septic systems because this is an established neighborhood with no other opportunities for additional development, a septic system would be an acceptable alternative to running 600' of sewer line across the length of the property. Therefore, I would like to obtain an exemption from the requirement to connect into the City sewer system and allow me to install a septic system again on the property.

Respectfully yours,



Daryl Kris Ljunghammar



pd \$6000
11-10-21

From: Darryl Ljunghammar <dljunghammar@gmail.com>
To: Brandon Bundy <BBundy@midwestcityok.org>
CC: Billy Harless <BHarless@midwestcityok.org>, Michael Pugh <MPugh@midwest...>
Date: 12/2/2021 7:05 AM
Subject: Re: Request to waive sewer tie on - December 14th, 2021 City Council Agenda

Thank you!

On Thu, Dec 2, 2021, 6:56 AM Brandon Bundy <BBundy@midwestcityok.org> wrote:

> Mr. Ljunghammar,
>
> Please be aware that I have placed your waiver request on the December
> 14th, 2021 City Council agenda. The item will be heard with the other
> items considered by Council. The meeting begins at 6pm in the City Council
> Chamber, 100 N Midwest Boulevard.
>
> If you have any questions, please let me know.
>
> Sincerely,
>
> Brandon Bundy, PE
> Community Development City Engineer
> Community Development Department
> City of Midwest City, OK
> 100 N Midwest Blvd. 73110
> 405-739-1213
>
>
>
>

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

Notice is hereby given to all property owners abutting 8720 NE 17th Street that a **PUBLIC HEARING** will be held before the City Council of Midwest City, Oklahoma, on **December 14th, 2021 at 6:00 p.m.**, in the City Council Chambers, located at 100 N. Midwest Blvd., to consider a request by the owner of 8720 NE 17th Street to waive municipal ordinance 43-109.

Sec. 43-109. - Sewer connection prerequisite to building permit.


- a) No building permit for construction of a new building or relocation of a building shall be issued for property located within three hundred (300) feet of a public sewer, unless the public sewer is extended to an easement abutting the property and the sewage facilities of the property are tied onto the public sewer. The public sewer extension, if necessary, and its service connections to the property shall be constructed at no cost to the city. Provided however for commercial and industrial development not part of the subdivision of land, the building permit may be issued prior to the installation of the requirements subject to the conditions contained in section 38-94(a)(2) and/or (c).
- b) Any property owner aggrieved by the prohibitions of subsection (a) of this section may file an appeal to the city council. The appeal shall be in writing and shall state the reasons for appeal. At least five (5) days prior to the hearing on the appeal, notice of the time and place of the hearing shall be given to the person who filed the appeal and abutting property owners. A fee of sixty dollars (\$60.00) must be paid at the time the appeal is filed.

(Code 1972, § 37-94; Ord. No. 2331, § 2, 3-14-89; Ord. No. 2728, § 1, 11-24-98)

Any person wishing to appear in support or opposition to the proposed request may do so.

If additional information is desired or if you have any question concerning this matter, please contact Brandon Bundy (405)739-1213 in the Midwest City Community Development Department, Current Planning Division.

Dated: December 6th, 2021



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



Additional information regarding this item will be available at www.midwestcityok.org/AgendaCenter by 5:00 p.m. on December 10th, 2021



Public Works Administration

R. Paul Streets, Director
pstreets@midwestcityok.org

405-739-1061

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

405-739-1062

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

TO: Honorable Mayor and Council

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

DATE: December 14th, 2021

SUBJECT: Discussion and consideration of adoption, including any possible amendment to an update to the temporary Traffic Calming measures installed along Murray Drive and Cardinal Place six months ago in June of 2021.

As a reminder, the citizens on and around Murray Drive and Cardinal Place approached the council in the recent past to see if the City Council would install speed bumps, multiple stop signs, or some other physical barriers to stop or slow down traffic along the two corridors.

The request for speed bumps was denied as the City does not allow speed bumps on any public road. Multiple stop signs or barricades were not practical requests either to try to slow down traffic.

Therefore, an alternative idea was presented to try traffic calming measures using yellow post, temporary traffic delineators. As the attached photos show, the delineators were installed creating traffic circles and bump outs to slow down vehicles. Part of the City Council's instruction on these installations was to report back to them six months later with any feedback from the residents in the area. There has been both positive and negative comments but they have been mainly in favor of them.

Any direction as to the leaving in place, alteration, or the removal of the delineators is at the discretion of the Council.

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

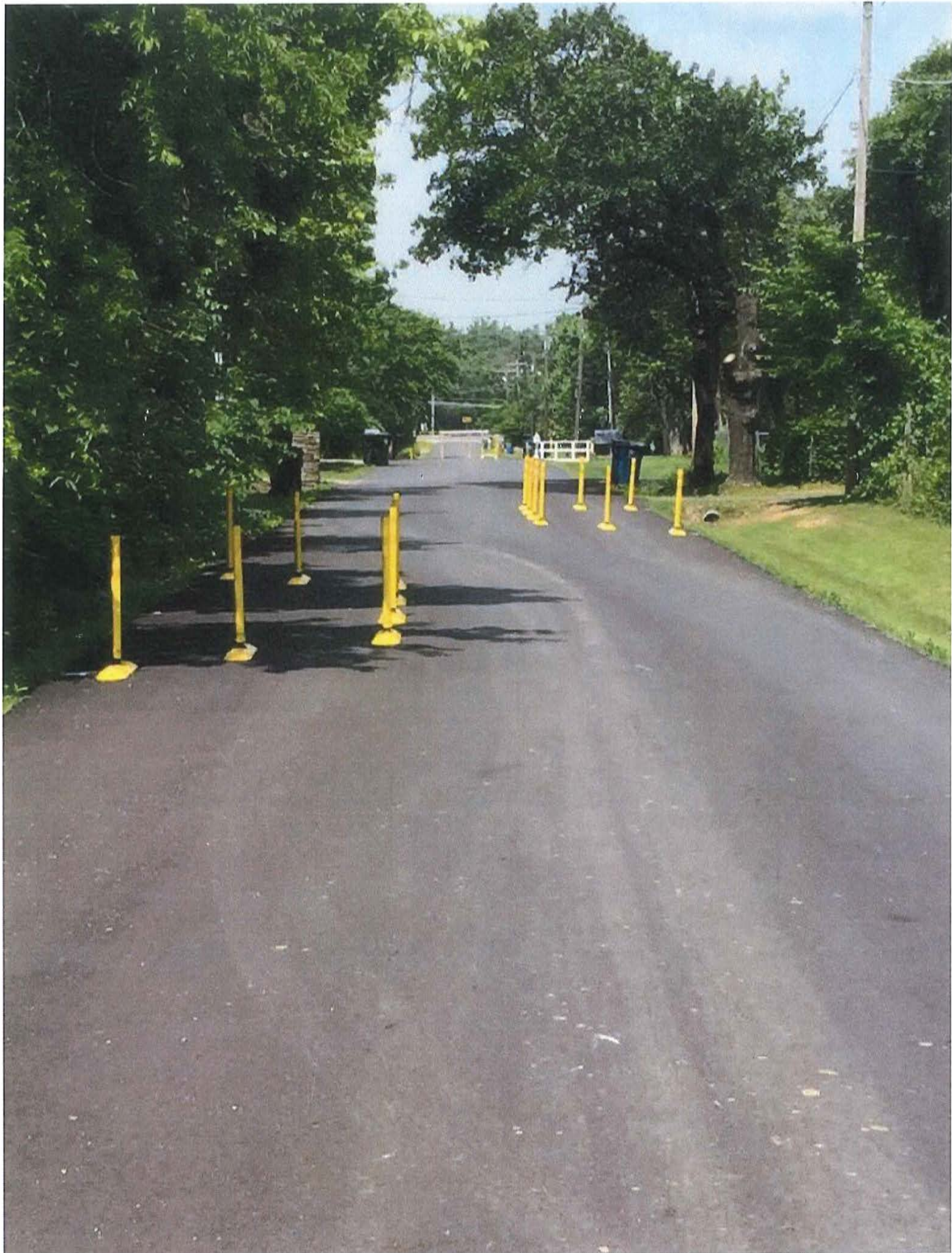














Public Works Administration

R. Paul Streets, Director
pstreets@midwestcityok.org

405-739-1061

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

405-739-1062

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

TO: Honorable Mayor and Council

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

DATE: December 14th, 2021

SUBJECT: (TS-446) Discussion and consideration of adoption, including any possible amendment of accepting the **updated** Traffic Signal Study and analysis for the intersection of N.E. 10th Street and Shadybrook Drive and approving the Traffic and Safety Commission's recommendation of denial for a signal installation.

The applicants, the residents and the HOA of the Ridgecrest Heights Addition, petitioned the Public Works Engineering office requesting the City investigate the installation of a traffic signal at the intersection of N.E. 10th Street and Shadybrook Drive. The submitted petition included 84 signatures and will be available for viewing at the meeting. The City entered into a contract with T.E.C. (Traffic Engineering Consultants) to do an evaluation of the intersection seeing if met the minimum requirements as stated by the MUTCD. A proposed signal project must meet these minimum requirements to be eligible for funding through the A.C.O.G. T.I.P. Safety Project funding program. The intersection does not meet those requirements at this time. The summary letter from T.E.C. and the full report are attached as part of this application.

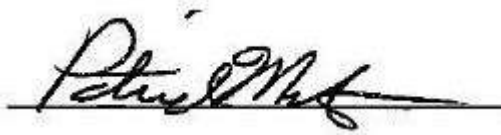
This does not disqualify the possibility of installing a signal at a future date.

This item was originally heard at the September Traffic and Safety Commission meeting and the September 28th City Council meeting. The City Council noted that the 2020 and 2021 accident counts were not part of the report. Therefore, the City Council asked that those records be incorporated into the reports. They then asked for the updated studies to be re-heard by the Traffic and Safety Commission and then brought back to be heard again by the City Council. MWC PD provided printouts of those accident records which were then incorporated into an updated traffic study. The additional data did not change the results of the study. The Traffic and Safety Commission met October 21st, 2021 reaffirming their September vote to forward the study to City Council with the following recommendation:

The intersection does not qualify for a federal safety project grant, the Traffic and Safety Commission voted to follow the Traffic Signal Analysis findings and recommends denial of a signal project for the intersection at this time.

The City Council also requested speed tables for the intersection, they are included as part of this item.

Action to follow the study's findings and deny the request for a signal is at the discretion of the council.

A handwritten signature in black ink, appearing to read "Patrick Menefee", written over a horizontal line.

Patrick Menefee, P.E.
Public Works City Engineer

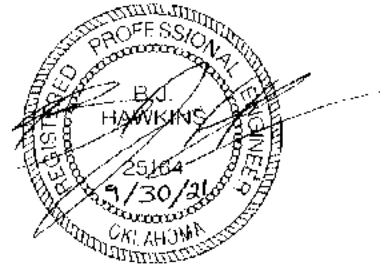
Attachments: Traffic Signal Warrant Analysis Study
Speed Tables from the Intersection



TO: Patrick Menefee, P.E.
Public Works City Engineer
City of Midwest City

FROM: B.J. Hawkins, P.E., PTOE

SUBJECT: Traffic Signal Warrant Analysis
NE 10th Street and Shadybrook Drive
Midwest City, Oklahoma



INTRODUCTION

Traffic Engineering Consultants, Inc. (TEC) was contracted by the City of Midwest City to conduct a traffic signal warrant analysis on the intersection of NE 10th Street and Shadybrook Drive in Midwest City, Oklahoma as shown in **Figure 1** in **Appendix A**. The intersection is currently unsignalized with northbound and southbound stop control. NE 10th Street is a four-lane east/west major arterial with a posted speed limit of 40 mph. Shadybrook Drive is a two-lane north/south collector street with a posted speed limit of 25 mph. The Ridge apartment complex has a driveway north of the intersection which is offset of Shadybrook Drive by approximately 35 feet. While the driveway does not line up directly with Shadybrook, it is still considered part of the intersection due to its close proximity and would need to be included in any potential traffic control modifications.

TRAFFIC DATA

Twenty-four hour turning movement volume counts were collected at the study intersection in August of 2021 while school was in session. The traffic volume data indicated that the a.m. peak hour occurred from 7:00 - 8:00 and the p.m. peak hour occurred from 4:45 - 5:45. The 2021 existing traffic volumes are summarized in **Figure 2** and detailed printouts of all the traffic count data are included in **Appendix B**.

The 24-hour approach volumes collected on each leg of the intersection are as follows:

- NE 10th Street west of Shadybrook Drive = 8,253 vpd
- NE 10th Street east of Shadybrook Drive = 7,973 vpd
- Shadybrook Drive south of NE 10th Street = 340 vpd
- Shadybrook Drive north of NE 10th Street = 84 vpd

CRASH DATA

The crash history was evaluated at the intersection of NE 10th Street and Shadybrook Drive utilizing the ODOT SAFE-T: Statewide Analysis for Engineering & Technology database. The previous 8 years of crash data was collected from January 1, 2014 - September 28, 2021. The 2018-2021 data were noted that it may be incomplete and, as a precaution, the 2020 and 2021 SAFE-T crash data was not included in the evaluation. Alternatively, the Midwest City Police Department provided up-to-date collision data through September 28, 2021, from which the 2020 and 2021 collision data was extracted.

The data indicated 3 collisions in 2014, 3 collisions in 2015, 3 collisions in 2016, 5 collisions in 2017, 1 collision in 2018, 3 collisions in 2019, 2 collisions in 2020, and 0 collisions in 2021. Typically, five or more collisions at an intersection within a 12-month period indicates there may be a correctable safety issue. The only analyzed year which met these criteria of five or more collisions was 2017. However, the collision data indicates three of the collisions were rear-end and one collision was with a fixed object. These types of collisions are not correctable by the installation of a traffic signal. Based on this information, the intersection would not warrant the need for a traffic signal solely based on collision data. Detailed printouts of the crash data are included in **Appendix B**.

WARRANT ANALYSIS

To determine the need for traffic control modifications at the intersection of NE 10th Street and Shadybrook Drive, a traffic signal warrant analysis was conducted. The analysis was conducted using *PC-Warrants 2* which is a software package for evaluating intersections to support the installation of a multiway stop or traffic signal in accordance with the *Manual on Uniform Traffic Control Devices (MUTCD)*. This publication is a federally approved publication which governs the traffic engineering practices across the country. The MUTCD has eight sets of thresholds or “warrants” that may be evaluated at an intersection to determine whether a traffic signal should be considered to reduce accidents or delay. If one of the warrants is met the installation of a traffic signal should be considered.

The eight-hour vehicular volume, four-hour volume, peak hour, and crash experience warrants were evaluated to determine if the intersection would warrant the installation of a traffic signal. The intersection was evaluated utilizing the 2021 existing traffic volumes with existing intersection geometry. Following is a summary of the results:

Traffic Engineering Consultants, Inc.

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6931 S. 66th E. Avenue, Suite 100 | Tulsa, Oklahoma 74133 | Ph. 918-481-8484
217 E. Dickson Street, Suite 106 | Fayetteville, Arkansas 72701 | Ph. 479-335-5636

NE 10th Street and Shadybrook Drive

- **Warrant 1 – Eight Hour Vehicular Volumes – Not Satisfied**
 - Warrant 1A – Minimum Vehicular Volume – Not Satisfied
(required volumes reached for 0 hours, 8 are needed)
 - Warrant 1B – Interruption of Continuous Traffic – Not Satisfied
(required volumes reached for 0 hours, 8 are needed)
 - Warrant 1C – Combination of Warrants – Not Satisfied
(required 1A volumes reached for 0 hours, 8 are needed)
(required 1B volumes reached for 0 hours, 8 are needed)
- **Warrant 2 – Four Hour Volumes – Not Satisfied**
(required volumes reached for 0 hours; 4 are needed)
- **Warrant 3B – Peak Hour Volumes – Not Satisfied**
(required volumes reached for 0 hours; 1 is needed)
- **Warrant 7 – Crash Experience – Not Satisfied**
(1 collision in the previous 12 months; 5 are needed)

The results indicated that the intersection of NE 10th Street and Shadybrook Drive does not come close to satisfying any traffic signal warrants under the 2021 existing traffic volumes. Detailed printouts of the worksheets are included in **Appendix C**.

SUMMARY

The intersection of NE 10th Street and Shadybrook Drive does not currently satisfy eight-hour vehicular volume, four-hour volume, peak hour, or crash experience warrants under the 2021 existing traffic data. The intersection would not be expected to satisfy any of the vehicular volume warrants in the near future. Based on the results of the analysis, the installation of a traffic signal is not recommended at the intersection of NE 10th Street and Shadybrook Drive at this time.

ATTACHMENT A

Figures

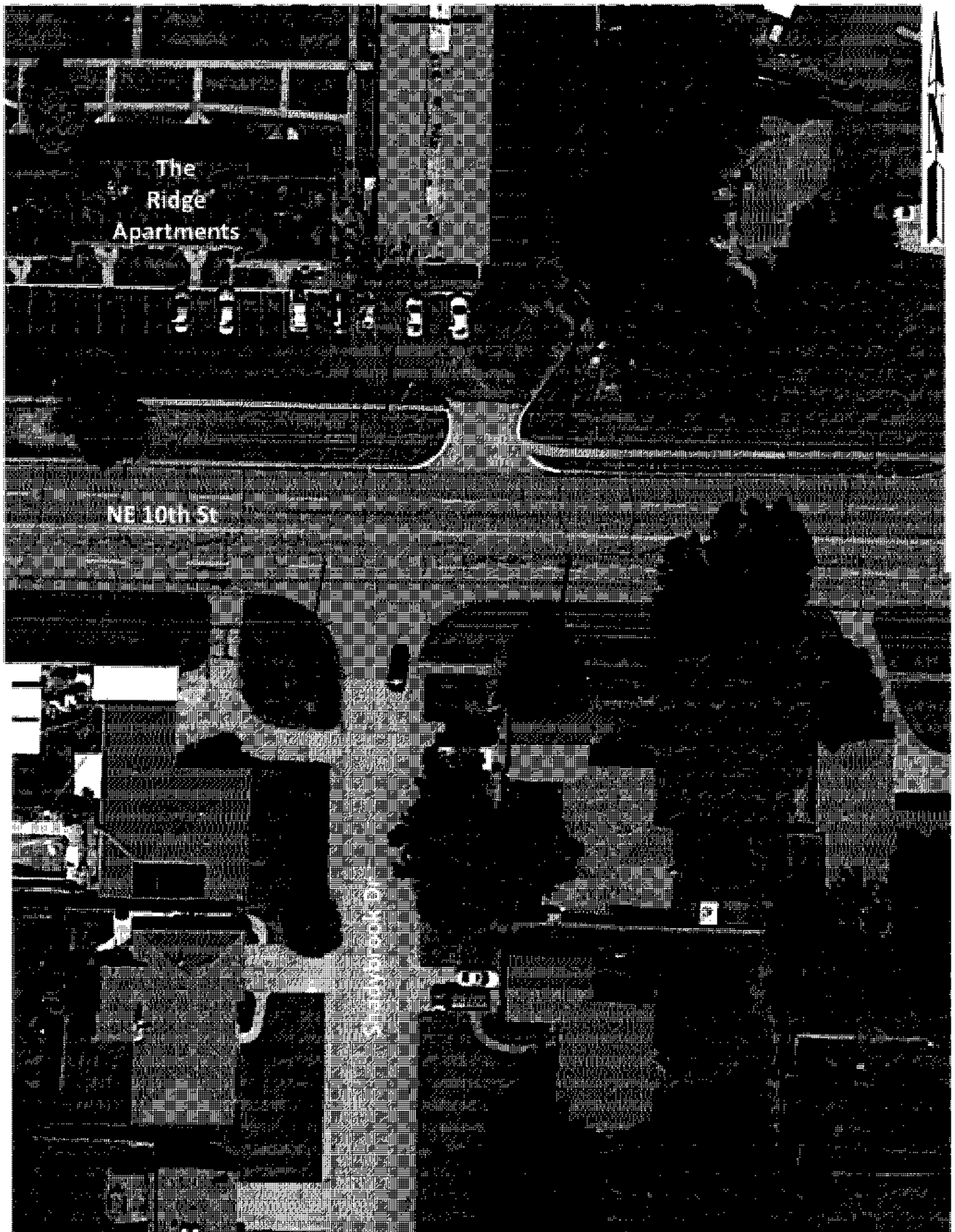
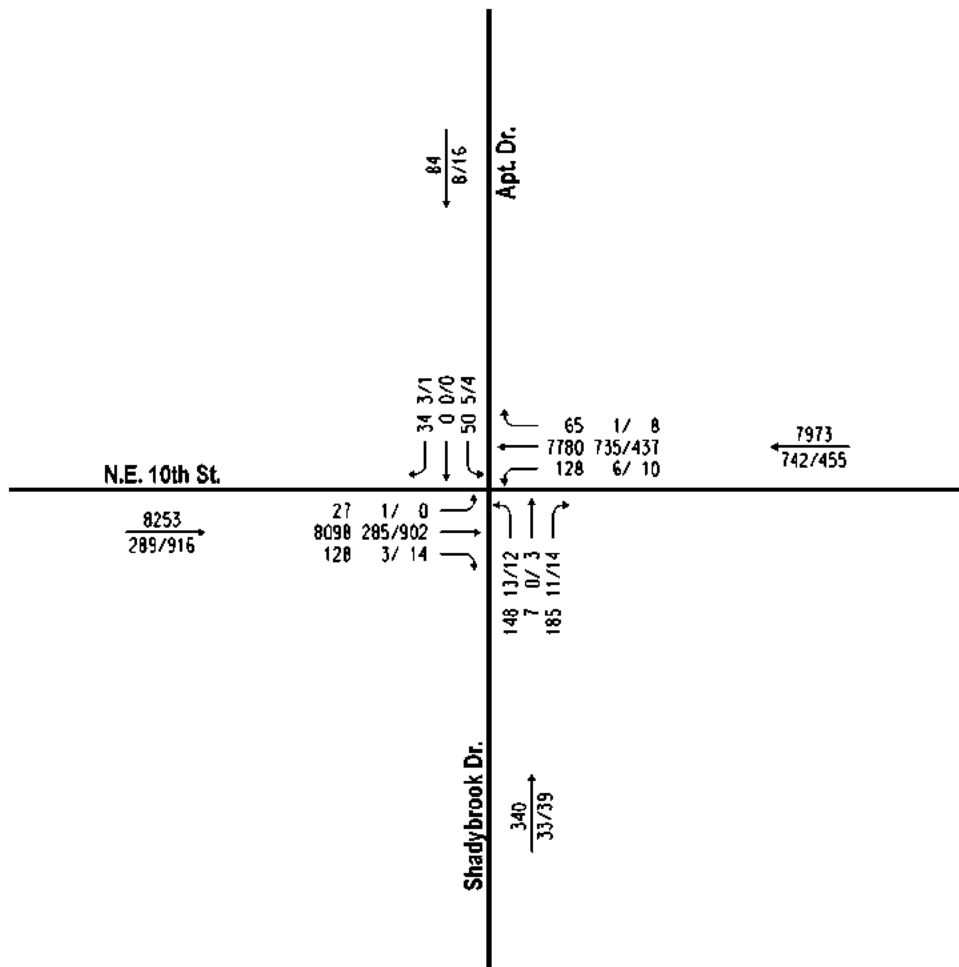


FIGURE 1. Project Location Map
NE 10th Street and Shadybrook Drive



LEGEND	
XXXX XXX/XXX	24 HOUR
XXXX XXX/XXX	A.M. PEAK HOUR
XXXX XXX/XXX	P.M. PEAK HOUR

FIGURE 2. 2021 Existing Traffic
N.E. 10th St. and Shadybrook Dr.



ATTACHMENT B

Traffic Data

NE 10th St. & Shadybrook Dr. - TMC

Tue Aug 24, 2021

Full Length (3:15 PM-3:15 PM (+1))

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 865994, Location: 35.478603, -97.398859



Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US

Leg Direction	North					East					South					West					Tot
	Southbound					Westbound					Northbound					Eastbound					
Time	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	
2021-08-24 3:15PM	1	0	0	0	1	2	116	0	0	118	1	1	7	0	9	1	134	5	0	140	268
3:30PM	0	0	1	0	1	2	114	0	0	116	5	0	9	0	14	0	172	2	0	174	305
3:45PM	0	0	0	0	0	1	116	1	0	118	2	0	3	0	5	1	184	6	0	191	314
Hourly Total	1	0	1	0	2	5	346	1	0	352	8	1	19	0	28	2	490	13	0	505	887
4:00PM	1	0	1	0	2	4	136	0	0	140	3	0	1	0	4	0	199	4	0	203	349
4:15PM	0	0	0	0	0	2	109	0	0	102	1	0	1	0	2	1	206	5	0	212	316
4:30PM	1	0	2	0	3	6	100	7	0	113	5	0	5	0	10	0	211	9	0	220	346
4:45PM	2	0	1	0	3	3	87	2	0	92	3	1	6	0	10	0	225	4	0	229	334
Hourly Total	4	0	4	0	8	15	423	9	0	447	12	1	13	0	26	1	841	22	0	864	1345
5:00PM	0	0	0	0	0	2	171	1	0	174	3	0	2	0	5	0	204	2	0	206	335
5:15PM	0	0	0	0	0	4	110	4	0	118	3	0	3	0	6	0	248	5	0	253	377
5:30PM	2	0	0	0	2	1	119	1	0	121	3	2	3	0	8	0	245	3	0	248	359
5:45PM	0	0	1	0	1	1	125	1	0	127	2	0	1	0	3	1	184	1	0	186	317
Hourly Total	2	0	1	0	3	8	475	7	0	490	11	2	9	0	22	1	861	11	0	873	1388
6:00PM	1	0	1	0	2	1	138	1	0	140	6	0	4	0	10	1	155	4	0	160	312
6:15PM	3	0	0	0	3	3	101	1	0	105	0	0	3	0	3	1	143	2	0	146	257
6:30PM	1	0	0	0	1	5	122	3	0	130	3	0	2	0	5	1	141	2	0	144	280
6:45PM	0	0	1	0	1	2	107	2	0	111	2	0	1	0	3	0	140	2	0	142	257
Hourly Total	5	0	2	0	7	11	468	7	0	486	11	0	10	0	21	3	579	10	0	592	1106
7:00PM	1	0	0	0	1	2	102	0	0	104	1	0	9	0	10	0	116	2	0	118	233
7:15PM	4	0	0	0	4	3	98	2	0	103	1	0	3	0	4	0	126	1	0	127	238
7:30PM	4	0	1	0	5	1	98	1	0	100	1	0	3	0	4	0	121	0	0	121	230
7:45PM	3	0	0	0	3	2	89	2	0	92	1	0	5	0	6	0	113	0	0	113	214
Hourly Total	12	0	1	0	13	8	386	5	0	399	4	0	20	0	24	0	476	3	0	479	915
8:00PM	0	0	0	0	0	2	103	2	0	107	0	0	1	0	1	0	114	1	0	115	223
8:15PM	0	0	0	0	0	3	87	2	0	92	1	0	5	0	6	1	102	1	0	104	202
8:30PM	2	0	0	0	2	0	71	0	0	71	1	0	1	0	2	0	93	3	0	96	171
8:45PM	2	0	0	0	2	4	84	1	0	89	3	0	4	0	7	0	82	2	0	84	182
Hourly Total	4	0	0	0	4	9	345	5	0	359	5	0	11	0	16	1	391	7	0	399	770
9:00PM	0	0	0	0	0	2	78	2	0	82	2	0	3	0	5	3	93	0	0	96	183
9:15PM	3	0	0	0	3	0	68	4	0	72	0	0	3	0	3	0	84	0	0	84	162
9:30PM	0	0	0	0	0	3	59	2	0	64	0	1	1	0	2	0	73	1	0	74	140
9:45PM	0	0	0	0	0	1	58	0	0	59	1	0	2	0	3	0	79	1	0	80	142
Hourly Total	3	0	0	0	3	6	263	8	0	277	3	1	9	0	13	3	329	2	0	334	627
10:00PM	0	0	0	0	0	3	47	0	0	50	1	0	4	0	5	0	55	3	0	58	113
10:15PM	0	0	0	0	0	1	41	0	0	42	1	0	1	0	2	0	50	2	0	52	96
10:30PM	1	0	1	0	2	1	35	1	0	37	0	0	2	0	2	0	54	1	0	55	96
10:45PM	0	0	0	0	0	0	30	0	0	30	0	0	1	0	1	1	40	1	0	42	73

Leg Direction	North Southbound					East Westbound					South Northbound					West Eastbound					Lat
	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	
Hourly Total	1	0	1	0	2	5	153	1	0	159	2	0	8	0	10	1	199	7	0	207	378
11:00PM	0	0	0	0	0	1	24	0	0	25	0	0	0	0	0	0	45	0	0	45	70
11:15PM	0	0	0	0	0	0	29	1	0	30	1	0	0	0	1	0	37	0	0	37	68
11:30PM	0	0	1	0	1	0	20	0	0	20	1	0	0	0	1	0	40	0	0	40	62
11:45PM	0	0	1	0	1	0	9	0	0	9	0	0	1	0	1	1	24	0	0	25	36
Hourly Total	0	0	2	0	2	1	82	1	0	84	2	0	1	0	3	1	146	0	0	147	236
2021-08-25 12:00AM	0	0	0	0	0	1	14	0	0	15	0	0	0	0	0	0	30	0	0	30	45
12:15AM	0	0	0	0	0	0	18	0	0	18	1	0	1	0	2	0	19	0	0	19	39
12:30AM	0	0	0	0	0	1	17	0	0	18	0	0	1	0	1	0	24	1	0	25	44
12:45AM	0	0	0	0	0	0	11	1	0	12	0	0	0	0	0	0	13	0	0	13	25
Hourly Total	0	0	0	0	0	2	60	1	0	63	1	0	2	0	3	0	86	1	0	87	153
1:00AM	0	0	0	0	0	0	19	0	0	19	0	0	0	0	0	0	11	0	0	11	30
1:15AM	0	0	0	0	0	0	13	0	0	13	0	0	0	0	0	0	10	0	0	10	23
1:30AM	0	0	1	0	1	0	15	0	0	15	0	0	0	0	0	0	19	0	0	19	35
1:45AM	0	0	1	0	1	1	15	0	0	16	0	0	0	0	0	0	17	0	0	17	34
Hourly Total	0	0	2	0	2	1	62	0	0	63	0	0	0	0	0	0	57	0	0	57	122
2:00AM	0	0	0	0	0	0	6	0	0	6	0	0	0	0	0	0	15	0	0	15	21
2:15AM	0	0	0	0	0	0	8	0	0	8	0	0	0	0	0	1	16	0	0	17	25
2:30AM	0	0	0	0	0	0	8	0	0	8	0	0	0	0	0	0	6	0	0	6	14
2:45AM	0	0	0	0	0	0	3	0	0	3	0	0	0	0	0	0	9	0	0	9	12
Hourly Total	0	0	0	0	0	0	25	0	0	25	0	0	0	0	0	1	46	0	0	47	72
3:00AM	0	0	0	0	0	0	8	0	0	8	0	0	0	0	0	0	8	0	0	8	16
3:15AM	0	0	0	0	0	1	9	0	0	10	0	0	0	0	0	0	4	0	0	4	14
3:30AM	0	0	0	0	0	0	13	0	0	13	0	0	0	0	0	1	11	0	0	12	25
3:45AM	0	0	0	0	0	0	16	0	0	16	0	0	0	0	0	0	6	0	0	6	22
Hourly Total	0	0	0	0	0	1	46	0	0	47	0	0	0	0	0	1	29	0	0	30	77
4:00AM	0	0	0	0	0	0	24	0	0	24	0	0	0	0	0	0	9	0	0	9	33
4:15AM	0	0	0	0	0	0	29	0	0	29	0	0	0	0	0	0	10	0	0	10	39
4:30AM	0	0	0	0	0	0	26	0	0	26	2	0	0	0	2	0	10	0	0	10	38
4:45AM	0	0	0	0	0	0	20	0	0	20	0	0	1	0	1	0	16	0	0	16	37
Hourly Total	0	0	0	0	0	0	99	0	0	99	2	0	1	0	3	0	45	0	0	45	147
5:00AM	0	0	0	0	0	0	37	0	0	37	2	0	0	0	2	0	13	0	0	13	52
5:15AM	0	0	1	0	1	0	54	0	0	54	2	0	0	0	2	0	16	1	0	17	74
5:30AM	0	0	3	0	3	0	66	0	0	66	3	0	2	0	5	1	23	0	0	24	98
5:45AM	0	0	1	0	1	0	57	0	0	57	1	0	0	0	1	0	25	0	0	25	84
Hourly Total	0	0	5	0	5	0	214	0	0	214	8	0	2	0	10	1	77	1	0	79	308
6:00AM	0	0	0	0	0	1	74	0	0	75	3	0	0	0	3	0	21	0	0	21	99
6:15AM	0	0	2	0	2	0	100	0	0	100	2	0	1	0	3	0	49	1	0	50	155
6:30AM	0	0	0	0	0	1	146	0	0	147	3	0	1	0	4	0	52	0	0	52	203
6:45AM	1	0	1	0	2	1	124	0	0	125	5	0	0	0	5	0	61	0	0	61	193
Hourly Total	1	0	3	0	4	3	444	0	0	447	13	0	2	0	15	0	183	1	0	184	650
7:00AM	1	0	1	0	2	1	148	1	0	150	2	0	3	0	5	0	54	0	0	54	211
7:15AM	1	0	2	0	3	1	177	0	0	178	2	0	4	0	6	0	82	2	0	84	271
7:30AM	0	0	0	0	0	2	221	0	0	223	3	0	1	0	4	1	75	0	0	76	303
7:45AM	3	0	0	0	3	2	189	0	0	191	6	0	3	0	9	0	74	1	0	75	278

Leg Direction	North Southbound					East Westbound					South Northbound					West Eastbound					Lat
	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	
Hourly Total	5	0	3	0	8	6	735	1	0	742	13	0	11	0	24	1	285	3	0	289	1063
8:00AM	0	0	0	0	0	1	117	2	0	120	5	0	3	0	8	0	69	1	0	70	198
8:15AM	1	0	0	0	1	0	116	1	0	117	2	0	1	0	3	1	72	2	0	75	196
8:30AM	1	0	0	0	1	3	113	1	0	117	1	0	5	0	6	0	100	2	0	102	226
8:45AM	0	0	0	0	0	1	100	3	0	104	2	0	4	0	6	0	91	1	0	92	202
Hourly Total	2	0	0	0	2	5	446	7	0	458	10	0	13	0	23	1	332	6	0	339	822
9:00AM	0	0	0	0	0	0	87	1	0	88	3	0	1	0	4	0	82	0	0	82	174
9:15AM	2	0	0	0	2	1	101	1	0	106	1	0	0	0	1	0	72	0	0	72	181
9:30AM	0	0	0	0	0	0	114	1	0	115	0	0	2	0	2	0	79	2	0	81	198
9:45AM	2	0	0	0	2	2	87	0	0	89	0	0	1	0	1	0	82	2	0	84	176
Hourly Total	4	0	0	0	4	6	389	3	0	398	4	0	4	0	8	0	315	4	0	319	729
10:00AM	1	0	1	0	2	2	101	0	0	103	5	0	3	0	8	0	77	3	0	80	193
10:15AM	1	0	0	0	1	1	103	0	0	104	0	0	3	0	3	0	96	2	0	98	206
10:30AM	0	0	0	0	0	2	101	0	0	103	3	0	4	0	7	0	99	2	0	101	211
10:45AM	0	0	0	0	0	1	95	0	0	96	4	0	2	0	6	0	111	0	0	111	213
Hourly Total	2	0	1	0	3	6	400	0	0	406	12	0	12	0	24	0	383	7	0	390	823
11:00AM	0	0	0	0	0	0	121	1	0	122	1	0	2	0	3	0	80	0	0	80	205
11:15AM	2	0	0	0	2	3	115	0	0	118	1	0	1	0	2	0	129	5	0	134	256
11:30AM	0	0	0	0	0	1	96	0	0	97	0	0	2	0	2	0	116	1	0	117	216
11:45AM	0	0	1	0	1	2	89	0	0	91	3	0	2	0	5	1	97	0	0	98	195
Hourly Total	2	0	1	0	3	6	421	1	0	428	5	0	7	0	12	1	422	6	0	429	872
12:00PM	0	0	1	0	1	4	98	1	0	103	1	0	1	0	2	0	123	2	0	125	231
12:15PM	0	0	1	0	1	0	111	3	0	114	4	0	0	0	4	1	112	3	0	116	235
12:30PM	0	0	1	0	1	2	116	0	0	118	0	1	5	0	6	0	100	0	0	100	225
12:45PM	1	0	0	0	1	1	119	0	0	120	0	0	3	0	3	0	106	1	0	107	231
Hourly Total	1	0	3	0	4	7	444	4	0	455	5	1	9	0	15	1	441	6	0	448	922
1:00PM	0	0	0	0	0	1	117	1	0	119	3	0	1	0	4	2	190	1	0	193	226
1:15PM	0	0	1	0	1	2	108	0	0	110	3	0	2	0	5	1	193	3	0	197	223
1:30PM	0	0	1	0	1	1	107	1	0	109	3	0	3	0	6	1	117	3	0	121	237
1:45PM	0	0	0	0	0	3	116	0	0	119	0	1	1	0	2	1	121	0	0	122	243
Hourly Total	0	0	2	0	2	7	448	2	0	457	9	1	7	0	17	5	441	7	0	453	929
2:00PM	1	0	2	0	3	2	129	0	0	131	1	0	2	0	3	0	127	0	0	127	264
2:15PM	0	0	0	0	0	1	126	0	0	127	2	0	3	0	5	1	126	5	0	132	264
2:30PM	0	0	0	0	0	3	114	1	0	118	0	0	4	0	4	0	115	1	0	116	238
2:45PM	0	0	0	0	0	1	120	0	0	121	3	0	4	0	7	1	129	4	0	134	262
Hourly Total	1	0	2	0	3	7	489	1	0	497	6	0	13	0	19	2	497	10	0	509	1028
3:00PM	0	0	0	0	0	3	117	1	0	121	2	0	2	0	4	0	147	1	0	148	273
Hourly Total	0	0	0	0	0	3	117	1	0	121	2	0	2	0	4	0	147	1	0	148	273
Total	50	0	34	0	84	128	7780	65	0	7973	148	7	195	0	340	27	8098	128	0	8253	16650
% Approach	59.5%	0%	40.5%	0%	-	1.6%	97.6%	0.8%	0%	-	43.5%	2.1%	54.4%	0%	-	0.3%	98.1%	1.6%	0%	-	-
% Total	0.3%	0%	0.2%	0%	0.5%	0.8%	46.7%	0.4%	0%	47.9%	0.9%	0%	1.1%	0%	2.0%	0.2%	48.6%	0.6%	0%	49.6%	-
Lights	50	0	33	0	83	127	7683	65	0	7875	146	7	195	0	338	27	8091	126	0	8154	16450
% Lights	100%	0%	97.1%	0%	98.8%	99.2%	98.8%	100%	0%	98.8%	98.6%	100%	100%	0%	99.4%	100%	98.8%	98.4%	0%	98.8%	98.8%
Articulated Trucks	0	0	0	0	0	0	16	0	0	16	0	0	0	0	0	0	26	0	0	26	42
% Articulated Trucks	0%	0%	0%	0%	0%	0%	0.2%	0%	0%	0.2%	0%	0%	0%	0%	0%	0%	0.3%	0%	0%	0.3%	0.3%

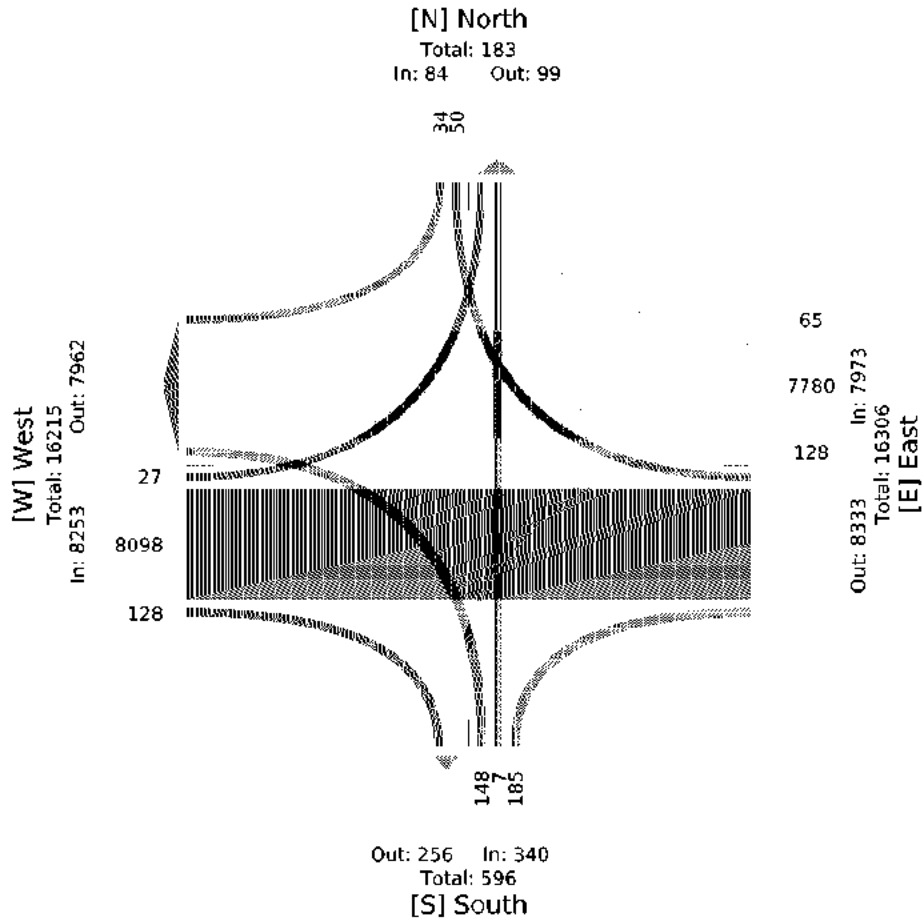
Leg	North					East					South					West					
Direction	Southbound					Westbound					Northbound					Eastbound					
Time	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	lat
Buses and Single-Unit Trucks	0	0	1	0	1	1	81	0	0	82	2	0	0	0	2	0	1	2	0	73	158
% Buses and Single-Unit Trucks	0%	0%	2.9%	0%	1.2%	0.8%	1.0%	0%	0%	1.0%	1.4%	0%	0%	0%	0.6%	0%	0.9%	1.6%	0%	0.9%	0.9%

*L: Left, R: Right, T: Thru, U: U-Turn

NE 10th St. & Shadybrook Dr. - TMC
 Tue Aug 24, 2021
 Full Length (3:15 PM-3:15 PM (+1))
 All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
 All Movements
 ID: 865994, Location: 35.478603, -97.398859



Provided by: Traffic Engineering Consultants, Inc.
 6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US



NE 10th St. & Shadybrook Dr. - TMC

Tue Aug 24, 2021

PM Peak (Aug 24 2021 4:45PM - 5:45 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 865994, Location: 35.478603, -97.398859



Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US

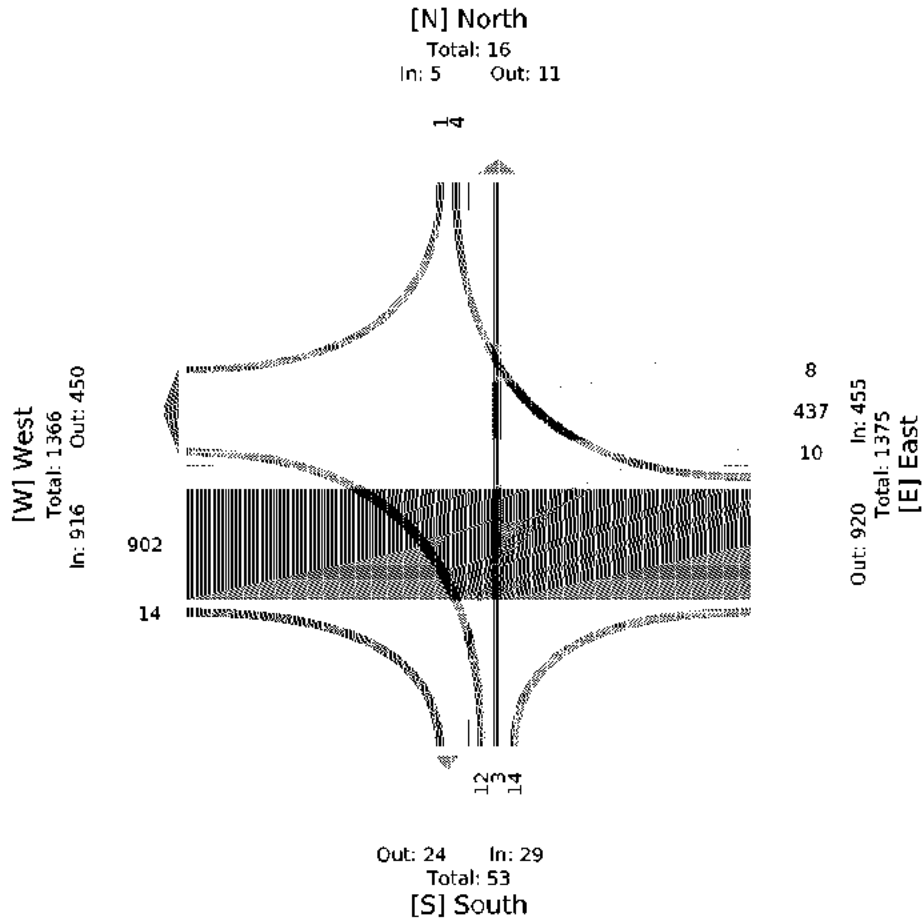
Leg Direction	North					East					South					West					Int
	Southbound					Westbound					Northbound					Eastbound					
Time	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	Int
2021-08-24 4:45PM	2	0	1	0	3	3	87	2	0	92	3	1	6	0	10	0	225	4	0	229	334
5:00PM	0	0	0	0	0	2	121	1	0	124	3	0	2	0	5	0	204	2	0	206	335
5:15PM	0	0	0	0	0	4	110	4	0	118	3	0	3	0	6	0	248	5	0	253	377
5:30PM	2	0	0	0	2	1	119	1	0	121	3	2	3	0	8	0	225	3	0	228	359
Total	4	0	1	0	5	10	437	8	0	455	12	3	14	0	29	0	902	14	0	916	1405
% Approach	89.0%	0%	20.0%	0%	-	2.2%	96.0%	1.8%	0%	-	41.4%	10.3%	48.3%	0%	-	0%	98.5%	1.5%	0%	-	-
% Total	0.3%	0%	0.1%	0%	0.4%	0.7%	31.1%	0.6%	0%	32.4%	0.9%	0.2%	1.0%	0%	2.1%	0%	64.2%	1.0%	0%	65.2%	-
PHF	0.500	-	0.250	-	0.417	0.625	0.903	0.500	-	0.917	1.000	0.375	0.583	-	0.725	-	0.909	0.700	-	0.905	0.932
Lights	4	0	1	0	5	10	435	8	0	453	12	3	14	0	29	0	892	14	0	906	1393
% Lights	100%	0%	100%	0%	100%	100%	99.5%	100%	0%	99.6%	100%	100%	100%	0%	100%	0%	98.9%	100%	0%	98.9%	99.1%
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	3	3
% Articulated Trucks	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0.3%	0%	0%	0.3%	0.2%
Buses and Single-Unit Trucks	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	0	7	0	0	7	9
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	0%	0.5%	0%	0%	0.4%	0%	0%	0%	0%	0%	0%	0.8%	0%	0%	0.8%	0.6%

* L: Left, R: Right, T: Thru, U: U-Turn

NE 10th St. & Shadybrook Dr. - TMC
 Tue Aug 24, 2021
 PM Peak (Aug 24 2021 4:45PM - 5:45 PM) - Overall Peak Hour
 All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
 All Movements
 ID: 865994, Location: 35.478603, -97.398859



Provided by: Traffic Engineering Consultants, Inc.
 6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US



NE 10th St. & Shadybrook Dr. - TMC

Wed Aug 25, 2021

AM Peak (Aug 25 2021 7AM - 8 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 865994, Location: 35.478603, -97.398859



Provided by: Traffic Engineering Consultants, Inc.
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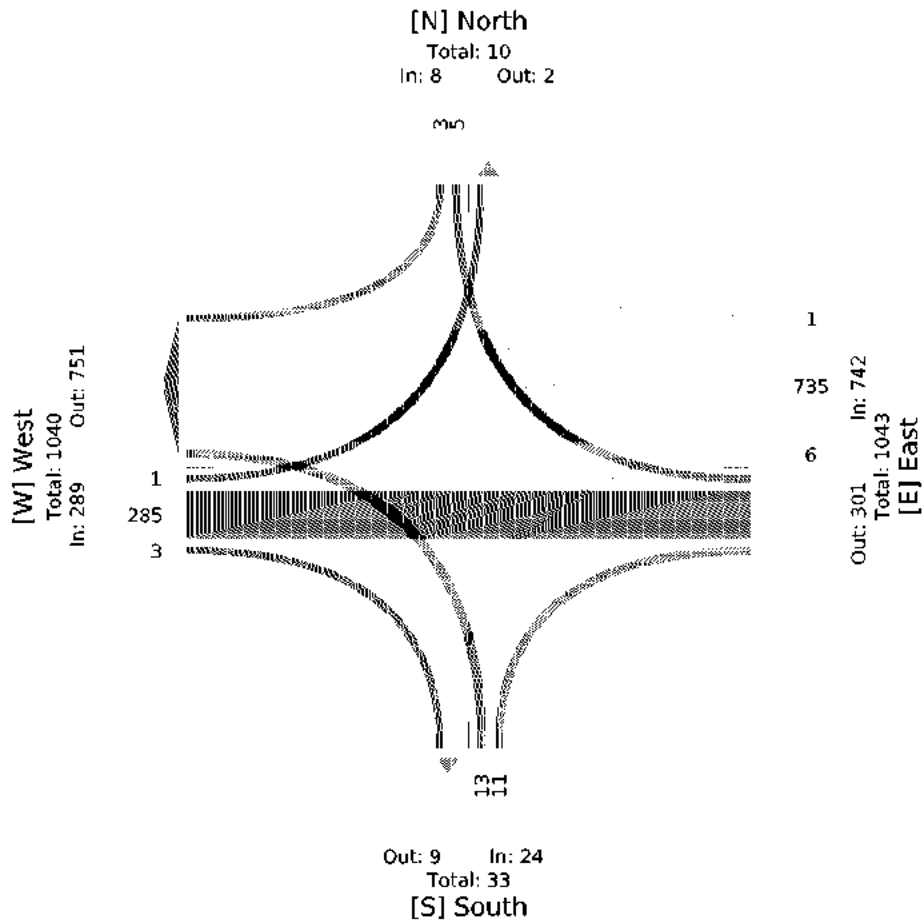
Leg Direction	North					East					South					West					Int
	Southbound					Westbound					Northbound					Eastbound					
Time	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	Int
2021-08-25 7:00AM	1	0	1	0	2	1	148	1	0	150	2	0	3	0	5	0	54	0	0	54	211
7:15AM	1	0	2	0	3	1	177	0	0	178	2	0	4	0	6	0	82	2	0	84	271
7:30AM	0	0	0	0	0	2	221	0	0	223	3	0	1	0	4	1	75	0	0	76	303
7:45AM	3	0	0	0	3	2	189	0	0	191	6	0	3	0	9	0	74	1	0	75	278
Total	5	0	3	0	8	6	735	1	0	742	13	0	11	0	24	1	285	3	0	289	1063
% Approach	62.5%	0%	37.5%	0%	-	0.8%	99.1%	0.1%	0%	-	54.2%	0%	45.8%	0%	-	0.3%	98.0%	1.0%	0%	-	-
% Total	0.5%	0%	0.3%	0%	0.8%	0.6%	69.1%	0.1%	0%	69.8%	1.2%	0%	1.0%	0%	2.3%	0.1%	26.8%	0.3%	0%	27.2%	-
PHF	0.417	-	0.375	-	0.667	0.730	0.831	0.250	-	0.832	0.542	-	0.688	-	0.667	0.250	0.869	0.375	-	0.860	0.877
Lights	5	0	3	0	8	6	727	1	0	734	13	0	11	0	24	1	280	3	0	284	1050
% Lights	100%	0%	100%	0%	100%	100%	98.9%	100%	0%	98.9%	100%	0%	100%	0%	100%	100%	98.2%	100%	0%	98.3%	98.8%
Articulated Trucks	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	0	0	0	0	0	2
% Articulated Trucks	0%	0%	0%	0%	0%	0%	0.3%	0%	0%	0.3%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0.2%
Buses and Single-Unit Trucks	0	0	0	0	0	0	6	0	0	6	0	0	0	0	0	0	5	0	0	5	11
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	0%	0.8%	0%	0%	0.8%	0%	0%	0%	0%	0%	0%	1.8%	0%	0%	1.7%	1.0%

* L: Left, R: Right, T: Thru, U: U-Turn

NE 10th St. & Shadybrook Dr. - TMC
 Wed Aug 25, 2021
 AM Peak (Aug 25 2021 7AM - 8 AM)
 All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
 All Movements
 ID: 865994, Location: 35.478603, -97.398859



Provided by: Traffic Engineering Consultants, Inc.
 6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US



NE 10th St. & Shadybrook Dr. - TMC
 Wed Aug 25, 2021
 Midday Peak (Aug 25 2021 12PM - 1 PM)
 All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
 All Movements
 ID: 865994, Location: 35.478603, -97.398859



Provided by: Traffic Engineering Consultants, Inc.
 6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US

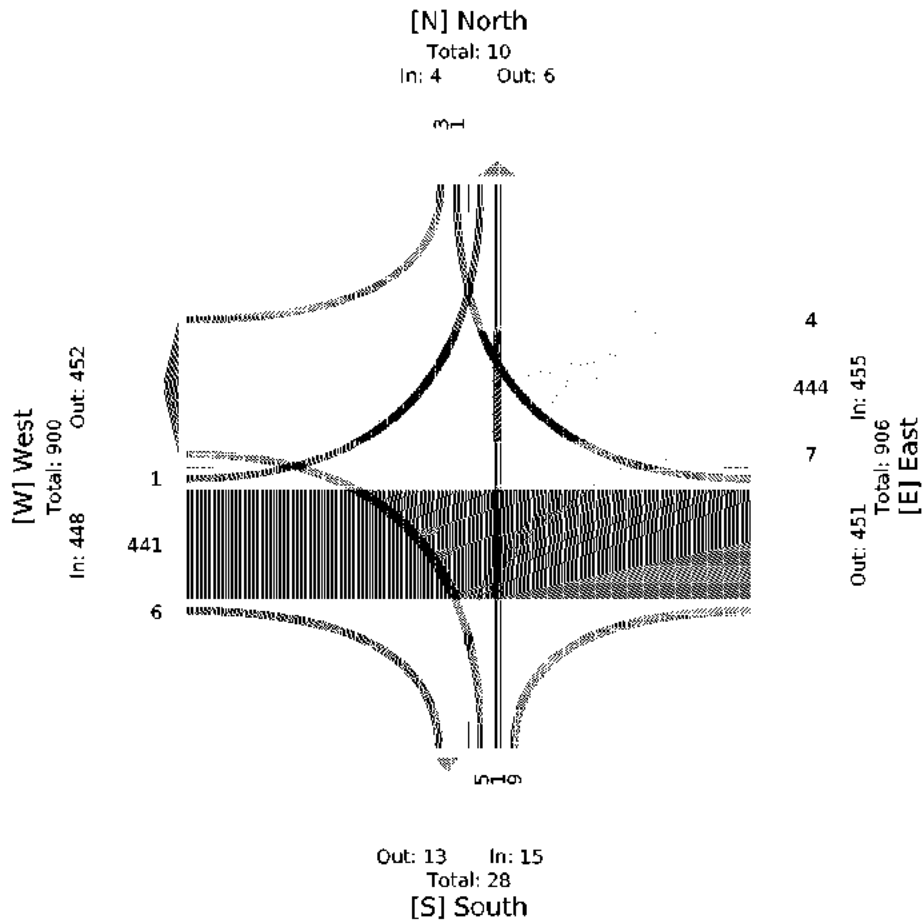
Leg Direction	North Southbound					East Westbound					South Northbound					West Eastbound					Tot	
	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App		
2021-08-25 12:00PM	0	0	1	0	1	4	98	1	0	103	1	0	1	0	2	0	123	2	0	125	231	
12:15PM	0	0	1	0	1	0	111	3	0	114	4	0	0	0	4	1	112	3	0	116	235	
12:30PM	0	0	1	0	1	2	116	0	0	118	0	1	5	0	6	0	100	0	0	100	225	
12:45PM	1	0	0	0	1	1	119	0	0	120	0	0	3	0	3	0	106	1	0	107	231	
Total	1	0	3	0	4	7	444	4	0	455	5	1	9	0	15	1	441	6	0	448	922	
% Approach	25.0%	0%	75.0%	0%	-	1.5%	97.6%	0.9%	0%	-	33.3%	6.7%	60.0%	0%	-	0.2%	98.4%	1.3%	0%	-	-	
% Total	0.1%	0%	0.3%	0%	0.4%	0.8%	48.2%	0.4%	0%	49.3%	0.5%	0.1%	1.0%	0%	1.6%	0.1%	47.8%	0.7%	0%	48.6%	-	
PHF	0.250	-	0.750	-	1.000	0.430	0.933	0.333	-	0.948	0.313	0.250	0.450	-	0.625	0.250	0.696	0.500	-	0.896	0.961	
Lights	1	0	2	0	3	7	435	4	0	445	5	1	9	0	15	1	439	6	0	446	910	
% Lights	100%	0%	66.7%	0%	75.0%	100%	98.0%	100%	0%	98.0%	100%	100%	100%	0%	100%	100%	99.5%	100%	0%	99.6%	98.7%	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Articulated Trucks	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Buses and Single-Unit Trucks	0	0	1	0	1	0	9	0	0	9	0	0	0	0	0	0	2	0	0	2	12	
% Buses and Single-Unit Trucks	0%	0%	33.3%	0%	25.0%	0%	2.0%	0%	0%	2.0%	0%	0%	0%	0%	0%	0%	0.5%	0%	0%	0.4%	1.3%	

* L: Left, R: Right, T: Thru, U: U-Turn

NE 10th St. & Shadybrook Dr. - TMC
 Wed Aug 25, 2021
 Midday Peak (Aug 25 2021 12PM - 1 PM)
 All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
 All Movements
 ID: 865994, Location: 35.478603, -97.398859



Provided by: Traffic Engineering Consultants, Inc.
 6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US





Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021
 by BJ Hawkins

Study Map & Totals

Legend

- ▲ Fatality
- Injury
- ⬆ Property Damage



Remarks:

NONE

82

OKLAHOMA

NE 10TH STREET AND SHADYBROOK DRIVE

Date Range: 01-01-2014 thru 08-26-2021

	2014						2015						2016					
	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot
Collisions			1		2	3				1	2	3				1	2	3
Persons			1	1		2				1		1				1		1



STUDY TOTALS (CONT.)
NE 10TH STREET AND SHADYBROOK DRIVE
Date Range: 01-01-2014 Thru 06-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

	2017						2018*						2019*					
	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot
Collisions				3	2	5					1	1			1	2		3
Persons				5		5						0			1	4		5

* DENOTES A YEAR FOR WHICH DATA MAY BE INCOMPLETE.

	2020*						2021*					
	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot
Collisions				1		1						0
Persons				5		5						0

* DENOTES A YEAR FOR WHICH DATA MAY BE INCOMPLETE.

	Study Total					
	Fatality	Suspected Serious Injury	Non-Incapacitating Injury	Possible Injury	Property Damage	Total
Collisions			2	8	9	19
Persons			2	20		22



STUDY TOTALS - BY CITY AND HWY CLASS
NE 10TH STREET AND SHADYBROOK DRIVE
Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

STUDY TOTALS

Year	HIGHWAY COLLISIONS				CITY STREET COLLISIONS				COUNTY ROAD COLLISIONS				TOTAL COLLISIONS			
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot
2014						1	2	3						1	2	3
2015						1	2	3						1	2	3
2016						1	2	3						1	2	3
2017						3	2	5						3	2	5
2018 *							1	1							1	1
2019 *						3		3						3		3
2020 *						1		1						1		1
Total:				0		10	9	19				0		10	9	19

* DENOTES A YEAR FOR WHICH DATA MAY BE INCOMPLETE.

County: (55) OKLAHOMA

(55) MIDWEST CITY	HIGHWAY COLLISIONS				CITY STREET COLLISIONS				COUNTY ROAD COLLISIONS				TOTAL COLLISIONS			
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot
						10	9	19						10	9	19

* INCLUDES SUSPECTED SERIOUS, NON-INCAPACITATING, AND POSSIBLE INJURIES.



TABULATION OF COLLISIONS
NE 10TH STREET AND SHADYBROOK DRIVE
 Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

Collisions By Type Of Collision

Type Of Collision	2014				2015				2016				2017				2018*			
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot
Rear-End (front-to-rear)			1	1		1	1	2		1	2	3		1	2	3				
Head-On (front-to-front)																				
Right Angle (front-to-side)																				
Angle Turning	1			1			1	1						1		1			1	1
Other Angle																				
Sideswipe Same Direction			1	1																
Sideswipe Opposite Direction																				
Fixed Object													1		1					
Pedestrian																				
Pedal Cycle																				
Animal																				
Overturn/Rollover																				
Vehicle-Train																				
Other Single Vehicle Crash																				
Other																				
Total	1	2	3		1	2	3		1	2	3		3	2	5				1	1
Percent	5.3	10.5	15.8		5.3	10.5	15.8		5.3	10.5	15.8		15.8	10.5	26.3				5.3	5.3

Collisions By Type Of Collision

Type Of Collision	2019*				2020*				2021*				Total				Pct
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	
Rear-End (front-to-rear)		1		1		1		1						5	6	11	57.9
Head-On (front-to-front)																	
Right Angle (front-to-side)		1		1										1		1	5.3
Angle Turning		1		1										3	2	5	26.3
Other Angle																	
Sideswipe Same Direction															1	1	5.3
Sideswipe Opposite Direction																	
Fixed Object														1		1	5.3
Pedestrian																	
Pedal Cycle																	
Animal																	
Overturn/Rollover																	
Vehicle-Train																	
Other Single Vehicle Crash																	
Other																	
Total	3	3	3		1	1	1						10	9	19	100	
Percent	15.8	15.8	15.8		5.3	5.3	5.3						52.6	47.4	100		

* INCLUDES SUSPECTED SERIOUS, NON-INCAPACITATING, AND POSSIBLE INJURIES.



TABULATION OF COLLISIONS
NE 10TH STREET AND SHADYBROOK DRIVE
 Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

Units By Unit Type

Unit Type	2014				2015				2016				2017				2018*			
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot
Train																				
Pedestrian																				
Animal																				
Pedal Cycle																				
Parked Vehicle																				
CMV																				
Other Single Vehicle													1			1				
Other Multi-Vehicle	2	4	6		2	4	6		2	4	6		4	4	8				2	2
Total	2	4	6		2	4	6		2	4	6		5	4	9				2	2
Percent	5.1	10.3	15.4		5.1	10.3	15.4		5.1	10.3	15.4		12.8	10.3	23.1				5.1	5.1

Units By Unit Type

Unit Type	2019*				2020*				2021*				Total				
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Pct
Train																	
Pedestrian																	
Animal																	
Pedal Cycle																	
Parked Vehicle																	
CMV																	
Other Single Vehicle													1			1	2.6
Other Multi-Vehicle	8		8		2		2						20	18	36	97.4	
Total	8		8		2		2						21	18	39	100	
Percent	20.5		20.5		5.1		5.1						53.8	46.2	100		

* INCLUDES SUSPECTED SERIOUS, NON-INCAPACITATING, AND POSSIBLE INJURIES.



TABULATION OF COLLISIONS
NE 10TH STREET AND SHADYBROOK DRIVE
 Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

Vehicles By Vehicle Type

Vehicle Type	2014				2015				2016				2017				2018*			
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot
Passenger Vehicle-2 Door			2	2															1	1
Passenger Vehicle-4 Door	2	1		3		1	2	3		1	3	4		4	4	8			1	1
Passenger Vehicle-Convertible																				
Pickup Truck			1	1			2	2						1		1				
Single-Unit Truck (2 axles)																				
Single-Unit Truck (3 or more axles)																				
School Bus																				
Truck/Trailer																				
Truck-Tractor (bobtail)																				
Truck-Tractor/Semi-Trailer																				
Truck-Tractor/Double																				
Truck-Tractor/Triple																				
Bus/Large Van (9-15 seats)																				
Bus (16+ seats)																				
Motorcycle																				
Motor Scooter/Moped																				
Motor Home																				
Farm Machinery																				
ATV																				
Sport Utility Vehicle (SUV)											2	2								
Passenger Van																				
Truck More Than 10,000 lbs.																				
Van (10,000 lbs. or less)																				
Other							1	1												
Total	2	4	6	12	1	5	6	12	1	5	6	12	5	4	9	14	2	2	2	2
Percent	5.1	10.3	15.4	29.4	2.6	12.8	15.4	29.4	2.6	12.8	15.4	29.4	12.8	10.3	23.1	34.3	5.1	5.1	5.1	5.1

* INCLUDES SUSPECTED SERIOUS, NON-INCAPACITATING, AND POSSIBLE INJURIES.



TABULATION OF COLLISIONS
NE 10TH STREET AND SHADYBROOK DRIVE
 Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

Vehicles By Vehicle Type

Vehicle Type	2019*				2020*				2021*				Total				
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Pct
Passenger Vehicle-2 Door		1		1									1	3	4	10.3	
Passenger Vehicle-4 Door		3	4	7		2		2					13	15	28	71.8	
Passenger Vehicle-Convertible																	
Pickup Truck													1	3	4	10.3	
Single-Unit Truck (2 axles)																	
Single-Unit Truck (3 or more axles)																	
School Bus																	
Truck/Trailer																	
Truck-Tractor (bobtail)																	
Truck-Tractor/Semi-Trailer																	
Truck-Tractor/Double																	
Truck-Tractor/Triple																	
Bus/Large Van (9-15 seats)																	
Bus (16+ seats)																	
Motorcycle																	
Motor Scooter/Moped																	
Motor Home																	
Farm Machinery																	
ATV																	
Sport Utility Vehicle (SUV)														2	2	5.1	
Passenger Van																	
Truck More Than 10,000 lbs.																	
Van (10,000 lbs. or less)																	
Other														1	1	2.6	
Total		4	4	8		2		2					15	24	39	100	
Percent		10.3	10.3	20.5		5.1		5.1					38.5	61.5	100		

* INCLUDES SUSPECTED SERIOUS, NON-INCAPACITATING, AND POSSIBLE INJURIES.



TABULATION OF COLLISIONS
NE 10TH STREET AND SHADYBROOK DRIVE
Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

Day And Time Of Occurrence Of Collisions
 Hour Of The Day

Day	AM												PM												Tot	Pcnt
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12		
Sunday															1										1	5.3
Monday															1	1									2	10.5
Tuesday															1		2								3	15.8
Wednesday																	1		1						2	10.5
Thursday											1		1	1			1								4	21.1
Friday																1	1								2	10.5
Saturday															1	3		1							5	26.3
	Early Morning - Sunrise						Morning Peak			Mid Morning/Afternoon						PM Peak			Evening - Late Night						Tot	Pcnt
Total													7			11			1						19	100
Percent													36.8			57.9			5.3							

Roadway/Lighting
 Lighting Conditions

Roadway Conditions	Lighting Conditions				Total	Percent
	Daylight	Darkness	Twilight	Lighted		
Dry	13			2	15	76.9
Wet (Water)	4				4	21.1
Ice, Snow, or Slush						
Mud, Dirt, Gravel, or Sand						
Other						
Total	17			2	19	100
Percent	89.5			10.5	100	

Weather Conditions

Weather Conditions	Total	Percent
Clear	11	57.9
Clouds Present	5	26.3
Raining/Fog	3	15.8
Snowing/Sleet/Hail		
Other		
Total	19	100



TABULATION OF COLLISIONS
NE 10TH STREET AND SHADYBROOK DRIVE
 Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

Drivers By Driver Conditions

Unsafe/Unlawful	Apparently Normal			Alcohol Involved						Sleep Suspected			Drug Use Indicated			Unknown Condition			Total						
				Ability Impaired			Odor Detected																		
	Fat	Inj *	PD	Fat	Inj *	PD	Fat	Inj *	PD	Fat	Inj *	PD	Fat	Inj *	PD	Fat	Inj *	PD	Total	Pcnt					
Failed to Yield		1	1														1			2	1	3	7.7		
Failed to Stop																									
Failed to Signal																									
Improper Turn			2																	2		2	5.1		
Improper Start																									
Improper Stop																									
Improper Backing																									
Improper Parking																									
Improper Passing																									
Improper Lane Change																									
Left of Center																									
Following Too Close		2	2														2			2	4	6	15.4		
Unsafe Speed		1	1																	1	1	2	5.1		
DWI					2															2		2	5.1		
Inattention		2	1																	2	1	3	7.7		
Negligent Driving																									
Defective Vehicle		1																		1		1	2.6		
Wrong Way																									
No Improper Action		11	9																			11	9	20	51.3
Other																									
Total		16	16		2												1	2		21	18	39	100		
Percent		46.2	41.0		5.1												2.6	5.1		53.8	46.2	100			

Severities Indicate Highest Severity in Collision

Collisions By Special Feature

Special Feature	Total			
	Fat	Inj *	PD	Tot
Bridge				
Work Zone				
Cross Median				
Train Collision				

* INCLUDES SUSPECTED SERIOUS, NON-INCAPACITATING, AND POSSIBLE INJURIES.



STUDY CRITERIA

NE 10TH STREET AND SHADYBROOK DRIVE
Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
Traffic Engineering Division
Collision Analysis and Safety Branch
(405) 522-0985
Created: 08/26/2021 by BJ Hawkins

ROADWAY / REGION

QUERY OVER	SELECTIONS
Draw Area on Map	User Selection on Map

DATE

Date Range	01-01-2014 to 08-26-2021
------------	--------------------------

FILTER COLLISIONS

Roadway Type	All Collision Data
Incl. Crashes Assoc. w/ Every Int.	Checked
Environment Fields	

REPORT SECTIONS

Collision Map & Study Totals	(Included)
Collision Analysis Tables	(Included)
- Totals By City, Hwy Class	Checked
- Other Analysis Tables	Checked
Rate Analysis	(Included)
Query Criteria	(Included)

ATTACHMENT C

Analysis Print-Outs

NE 10th St and Shadybrook Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 NE 10 & Shadybrook Dr

Study Date : 08/26/2021

Signal Warrants - Summary

Major Street Approaches

Eastbound: NE 10

Number of Lanes : 2+

Total Approach Volume: 8,253

Westbound: NE 10

Number of Lanes :2+

Total Approach Volume: 7,973

Minor Street Approaches

Northbound: Shadybrook Dr

Number of Lanes :1

Total Approach Volume: 340

Southbound: Apt Drive

Number of Lanes :1

Total Approach Volume: 64

Warrant Summary (Urban Values Apply)

Warrant 1 - Eight Hour Vehicular Volumes.....Not Satisfied

Warrant 1A - Minimum Vehicular Volume.....Not Satisfied

Required volumes reached for 0 hours, 8 are needed

Warrant 1B - Interruption of Continuous Traffic.....Not Satisfied

Required volumes reached for 0 hours, 8 are needed

Warrant 1C - Combination of Warrants.....Not Satisfied

Required 1A volumes reached for 0 hours, 8 are needed

Required 1B volumes reached for 0 hours, 8 are needed

Warrant 2 - Four Hour Volumes.....Not Satisfied

Number of hours (0) volumes exceed minimum < minimum required (4).

Warrant 3 - Peak Hour.....Not Satisfied

Warrant 3A - Peak Hour Delay.....Not Satisfied

Approach volumes on minor street don't exceed minimums for any one hour period. Delay data not evaluated.

Warrant 3B - Peak Hour Volumes.....Not Satisfied

Volumes do not exceed minimums for any one hour period.

Warrant 4 - Pedestrian Volumes.....Not Evaluated

Warrant 5 - School Crossing.....Not Evaluated

Warrant 6 - Coordinated Signal System.....Not Evaluated

Warrant 7 - Crash Experience.....Not Satisfied

Number of accidents (3) is less than minimum (5). Volume minimums are not met.

Warrant 8 - Roadway Network.....Not Evaluated

Warrant 9 - Intersection Near a Grade Crossing.....Not Evaluated

NE 10th St and Shadybrook Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 NE 10 & Shadybrook Dr

Study Date : 08/26/2021

Warrant 1A - Minimum Volumes

Description

Intended for sites where the volume of intersecting traffic is the principal reason for consideration of a signal installation.

Summary

Only 0 one hour periods meet minimums.
Warrant is NOT met.

Site Data Required

Rural Settings Apply = **False**
 Number of Major Lanes = **2 or more**
 Number of Minor Lanes = **1**

Volume Requirements

Veh/Hr Major = **600**

Veh/Hr Minor = **150**

Time	Major Road NE 10				Total	Minor Road Shadybrook Dr		Met?
	Major EB	+	Major WB	=		Minor NB	Minor SB	
17:00 - 18:00	873	+	490	=	1363	22	3	No
17:15 - 18:15	873	+	490	=	1363	22	3	No
17:30 - 18:30	873	+	490	=	1363	22	3	No
17:45 - 18:45	873	+	490	=	1363	22	3	No
16:00 - 17:00	864	+	447	=	1311	26	8	No
16:15 - 17:15	864	+	447	=	1311	26	8	No
16:30 - 17:30	864	+	447	=	1311	26	8	No
16:45 - 17:45	864	+	447	=	1311	26	8	No
15:00 - 16:00	653	+	473	=	1126	32	2	No
15:15 - 16:15	653	+	473	=	1126	32	2	No
15:30 - 16:30	653	+	473	=	1126	32	2	No
15:45 - 16:45	653	+	473	=	1126	32	2	No
18:00 - 19:00	592	+	486	=	1078	21	7	No
18:15 - 19:15	592	+	486	=	1078	21	7	No
18:30 - 19:30	592	+	486	=	1078	21	7	No
18:45 - 19:45	592	+	486	=	1078	21	7	No
07:00 - 08:00	289	+	742	=	1031	24	8	No
07:15 - 08:15	289	+	742	=	1031	24	8	No
07:30 - 08:30	289	+	742	=	1031	24	8	No
07:45 - 08:45	289	+	742	=	1031	24	8	No
14:00 - 15:00	509	+	497	=	1006	19	3	No
14:15 - 15:15	509	+	497	=	1006	19	3	No
14:30 - 15:30	509	+	497	=	1006	19	3	No
14:45 - 15:45	509	+	497	=	1006	19	3	No
13:00 - 14:00	453		457		910	17	2	No

NE 10th St and Shadybrook Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 NE 10 & Shadybrook Dr

Study Date : 08/26/2021

Warrant 1B - Interruption of Continuous Traffic

Description

Intended for sites where the volume of the major street is so heavy that traffic on the minor street suffers excessive delay or hazard.

Summary

Only 0 one hour periods meet minimums.
Warrant is NOT met.

Site Data Required

Rural Settings Apply = **False**
 Number of Major Lanes = **2 or more**
 Number of Minor Lanes = **1**

Volume Requirements

Veh/Hr Major = **900**

Veh/Hr Minor = **75**

Time	Major Road NE 10				Total	Minor Road Shadybrook Dr		Met?
	Major EB	+	Major WB	=		Minor NB	Minor SB	
17:00 - 18:00	873	+	490	=	1363	22	3	No
17:15 - 18:15	873	+	490	=	1363	22	3	No
17:30 - 18:30	873	+	490	=	1363	22	3	No
17:45 - 18:45	873	+	490	=	1363	22	3	No
16:00 - 17:00	864	+	447	=	1311	26	8	No
16:15 - 17:15	864	+	447	=	1311	26	8	No
16:30 - 17:30	864	+	447	=	1311	26	8	No
16:45 - 17:45	864	+	447	=	1311	26	8	No
15:00 - 16:00	653	+	473	=	1126	32	2	No
15:15 - 16:15	653	+	473	=	1126	32	2	No
15:30 - 16:30	653	+	473	=	1126	32	2	No
15:45 - 16:45	653	+	473	=	1126	32	2	No
18:00 - 19:00	592	+	486	=	1078	21	7	No
18:15 - 19:15	592	+	486	=	1078	21	7	No
18:30 - 19:30	592	+	486	=	1078	21	7	No
18:45 - 19:45	592	+	486	=	1078	21	7	No
07:00 - 08:00	289	+	742	=	1031	24	8	No
07:15 - 08:15	289	+	742	=	1031	24	8	No
07:30 - 08:30	289	+	742	=	1031	24	8	No
07:45 - 08:45	289	+	742	=	1031	24	8	No
14:00 - 15:00	509	+	497	=	1006	19	3	No
14:15 - 15:15	509	+	497	=	1006	19	3	No
14:30 - 15:30	509	+	497	=	1006	19	3	No
14:45 - 15:45	509	+	497	=	1006	19	3	No
13:00 - 14:00	453		457		910	17	2	No

NE 10th St and Shadybrook Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 NE 10 & Shadybrook Dr

Study Date : 08/26/2021

Warrant 1C Combination of Warrants

Description

Intended for sites where the traffic volumes don't meet individual warrants but where Warrants 1A and 1B are both met to 80% of their stated values.

Summary

Only 0 hours meet 1A minimums.
Only 0 hours meet 1B minimums.
Warrant is NOT met.

Site Data Required

Rural Settings Apply = **False**
Number of Major Lanes = **2 or more**
Number of Minor Lanes = **1**

Volume Requirements

Warrant 1A 1B
Veh/Hr Major = **480** **720**

Veh/Hr Minor = **120** **60**

Major Road NE 10

Minor Road Shadybrook Dr

Time	Major EB	+	Major WB	=	Total	Minor NB	Minor SB	Met1A?
17:00 - 18:00	873	+	490	=	1363	22	3	No
17:15 - 18:15	873	+	490	=	1363	22	3	No
17:30 - 18:30	873	+	490	=	1363	22	3	No
17:45 - 18:45	873	+	490	=	1363	22	3	No
16:00 - 17:00	864	+	447	=	1311	26	8	No
16:15 - 17:15	864	+	447	=	1311	26	8	No
16:30 - 17:30	864	+	447	=	1311	26	8	No
16:45 - 17:45	864	+	447	=	1311	26	8	No
15:00 - 16:00	653	+	473	=	1126	32	2	No
15:15 - 16:15	653	+	473	=	1126	32	2	No
15:30 - 16:30	653	+	473	=	1126	32	2	No
15:45 - 16:45	653		473		1126	32	2	No

Time	Major EB	+	Major WB	=	Total	Minor NB	Minor SB	Met1B?
17:00 - 18:00	873	+	490	=	1363	22	3	No
17:15 - 18:15	873	+	490	=	1363	22	3	No
17:30 - 18:30	873	+	490	=	1363	22	3	No
17:45 - 18:45	873	+	490	=	1363	22	3	No
16:00 - 17:00	864	+	447	=	1311	26	8	No
16:15 - 17:15	864	+	447	=	1311	26	8	No
16:30 - 17:30	864	+	447	=	1311	26	8	No
16:45 - 17:45	864	+	447	=	1311	26	8	No
15:00 - 16:00	653	+	473	=	1126	32	2	No
15:15 - 16:15	653	+	473	=	1126	32	2	No
15:30 - 16:30	653	+	473	=	1126	32	2	No
15:45 - 16:45	653		473		1126	32	2	No

NE 10th St and Shadybrook Dr

2021 Existing Traffic 24 Hour Analysis

Study Name: T-2881 NE 10 & Shadybrook Dr

Study Date : 08/26/2021

Warrant 2 - Four Hour Volumes

Description

Intended for sites where the volume of intersecting traffic during any four hours of the day is the principal reason for consideration of a signal installation.

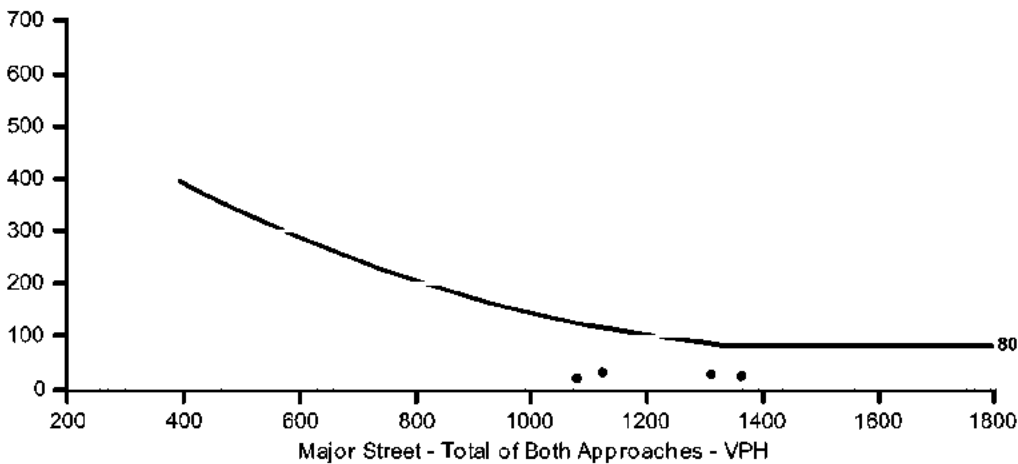
Summary

Only 0 one hour periods meet minimums.
Warrant is NOT met.

Site Data Required

Rural Settings Apply = **False**
 Number of Major Lanes = **2 or more**
 Number of Minor Lanes = **1**

Time	Major Road NE 10				Total	Minor Road Shadybrook Dr		Met?
	Major EB	+	Major WB	=		Minor NB	Minor SB	
17:00 - 18:00	873	+	490	=	1363	22	3	No
17:15 - 18:15	873	+	490	=	1363	22	3	No
17:30 - 18:30	873	+	490	=	1363	22	3	No
17:45 - 18:45	873	+	490	=	1363	22	3	No
16:00 - 17:00	864	+	447	=	1311	26	8	No
16:15 - 17:15	864	+	447	=	1311	26	8	No
16:30 - 17:30	864	+	447	=	1311	26	8	No
16:45 - 17:45	864	+	447	=	1311	26	8	No
15:00 - 16:00	653	+	473	=	1126	32	2	No
15:15 - 16:15	653	+	473	=	1126	32	2	No
15:30 - 16:30	653	+	473	=	1126	32	2	No
							2	No



NE 10th St and Shadybrook Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 NE 10 & Shadybrook Dr

Study Date : 08/26/2021

Warrant 3A - Peak Hour Delay

Description

Intended for sites where for one hour of the day minor street traffic suffers undue traffic delay entering or crossing the major street.

Summary

48 one hour periods meet minimums.
Warrant is NOT met.

Site Data Required

Number of Minor Lanes =1

Volume and Delay Requirements

Veh/Hr All Approaches = **800**

Veh/Hr Minor = **100**

Total Delay (Veh-Hrs) = **4**

Time	Major Road NE 10			Minor Road Shadybrook Dr			Warrant Met?		
	Total of All Approaches	Met?	Minor NB	Delay NB	Met?	Minor SB		Delay SB	Met?
17:00 - 18:00	1388	Yes	22	-	No	3	-	---	No
17:15 - 18:15	1388	Yes	22	-	No	3	-	---	No
17:30 - 18:30	1388	Yes	22	-	No	3	-	---	No
17:45 - 18:45	1388	Yes	22	-	No	3	-	---	No
16:00 - 17:00	1345	Yes	26	-	No	8	-	---	No
16:15 - 17:15	1345	Yes	26	-	No	8	-	---	No
16:30 - 17:30	1345	Yes	26	-	No	8	-	---	No
16:45 - 17:45	1345	Yes	26	-	No	8	-	---	No
15:00 - 16:00	1160	Yes	32	-	No	2	-	---	No
15:15 - 16:15	1160	Yes	32	-	No	2	-	---	No
15:30 - 16:30	1160	Yes	32	-	No	2	-	---	No
15:45 - 16:45	1160	Yes	32	-	No	2	-	---	No
18:15 - 19:15	1106	Yes	21	-	No	7	-	---	No
18:30 - 19:30	1106	Yes	21	-	No	7	-	---	No
18:45 - 19:45	1106	Yes	21	-	No	7	-	---	No
18:00 - 19:00	1106	Yes	21	-	No	7	-	---	No
07:00 - 08:00	1063	Yes	24	-	No	8	-	---	No
07:15 - 08:15	1063	Yes	24	-	No	8	-	---	No
07:30 - 08:30	1063	Yes	24	-	No	8	-	---	No
07:45 - 08:45	1063	Yes	24	-	No	8	-	---	No
14:00 - 15:00	1028	Yes	19	-	No	3	-	---	No
14:15 - 15:15	1028	Yes	19	-	No	3	-	---	No
14:30 - 15:30	1028	Yes	19	-	No	3	-	---	No
14:45 - 15:45	1028	Yes	19	-	No	3	-	---	No
13:00 - 14:00	929	Yes	17	-	No	2	-	---	No

NE 10th St and Shadybrook Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 NE 10 & Shadybrook Dr

Study Date : 08/26/2021

Warrant 3B - Peak Hour Volumes

Description

Intended for sites where the volume of intersecting traffic during one hour of the day is the principal reason for consideration of a signal installation.

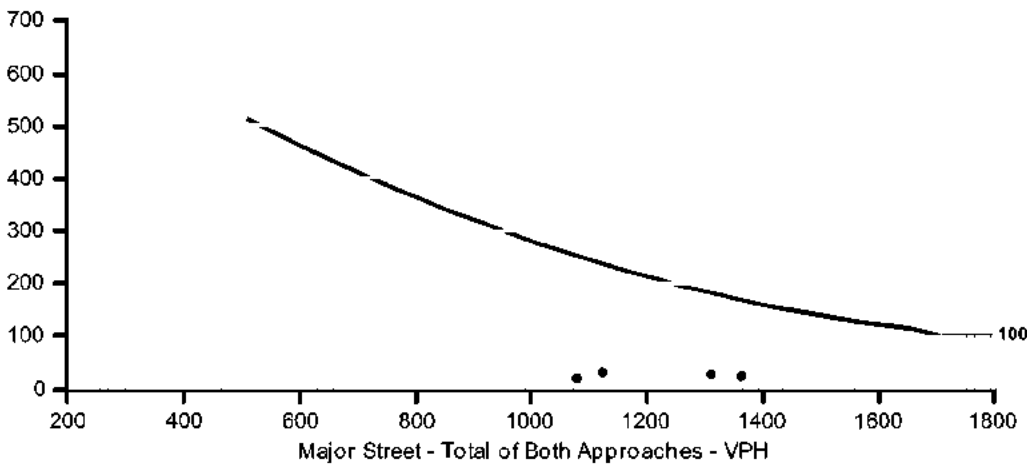
Summary

Only 0 one hour periods meet minimums.
Warrant is NOT met.

Site Data Required

Rural Settings Apply = **False**
 Number of Major Lanes = **2 or more**
 Number of Minor Lanes = **1**

Time	Major Road NE 10				Total	Minor Road Shadybrook Dr		Met?
	Major EB	+	Major WB	=		Minor NB	Minor SB	
17:00 - 18:00	873	+	490	=	1363	22	3	No
17:15 - 18:15	873	+	490	=	1363	22	3	No
17:30 - 18:30	873	+	490	=	1363	22	3	No
17:45 - 18:45	873	+	490	=	1363	22	3	No
16:00 - 17:00	864	+	447	=	1311	26	8	No
16:15 - 17:15	864	+	447	=	1311	26	8	No
16:30 - 17:30	864	+	447	=	1311	26	8	No
16:45 - 17:45	864	+	447	=	1311	26	8	No
15:00 - 16:00	653	+	473	=	1126	32	2	No
15:15 - 16:15	653	+	473	=	1126	32	2	No
15:30 - 16:30	653	+	473	=	1126	32	2	No
							2	No



NE 10th St and Shadybrook Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 NE 10 & Shadybrook Dr

Study Date : 08/26/2021

Warrant 7 - Crash Experience

Description

Intended for sites where the frequency of correctible crashes in the past 12 months is the primary motivation for installing a traffic signal.

Summary

Number of crashes does not meet minimum.
 Pedestrian volumes do not meet the 80% criteria.
 War 1A or 1B volumes do not meet the 80% criteria.
 Warrant is NOT met.

Site Data Required

Number of crashes in last 12 months = 3

Rural Settings Apply = **False**
 Number of Major Lanes = **2 or more**
 Number of Minor Lanes = **1**

Crash and Volume Requirements

Minimum number of crashes = 5

Veh/Hr Major: War 1A = **480** War 1B = **720**

Veh/Hr Minor: War 1A = **120** War 1B = **60**

Volume and Pedestrian Data

Hours data meets 80% requirements of Warrant 1A (8 needed) **0** Met? **No**

Hours data meets 80% requirements of Warrant 1B (8 needed) **0** Met? **No**

Hours data meets 80% requirements of Warrant 4 (4,1 needed) **0** Met? **No**

Major Road
NE 10

Minor Road
Shadybrook Dr

Warrant 1A Details

Time	Major EB	+	Major WB	=	Total	Minor NB	Minor SB	Met1A?
17:00 - 18:00	873	+	490	=	1363	22	3	No
17:15 - 18:15	873	+	490	=	1363	22	3	No
17:30 - 18:30	873	+	490	=	1363	22	3	No
17:45 - 18:45	873	+	490	=	1363	22	3	No
16:00 - 17:00	864	+	447	=	1311	26	8	No
16:15 - 17:15	864	+	447	=	1311	26	8	No
16:30 - 17:30	864	+	447	=	1311	26	8	No
16:45 - 17:45	864	+	447	=	1311	26	8	No
15:00 - 16:00	653	+	473	=	1126	32	2	No
15:15 - 16:15	653	+	473	=	1126	32	2	No
15:30 - 16:30	653	+	473	=	1126	32	2	No
15:45 - 16:45	653		473		1126	32	2	No

Warrant 1B Details

Time	Major EB	+	Major WB	=	Total	Minor NB	Minor SB	Met1B?
17:00 - 18:00	873	+	490	=	1363	22	3	No
17:15 - 18:15	873	+	490	=	1363	22	3	No
17:30 - 18:30	873	+	490	=	1363	22	3	No
17:45 - 18:45	873	+	490	=	1363	22	3	No
16:00 - 17:00	864	+	447	=	1311	26	8	No
16:15 - 17:15	864	+	447	=	1311	26	8	No
16:30 - 17:30	864	+	447	=	1311	26	8	No
16:45 - 17:45	864	+	447	=	1311	26	8	No
15:00 - 16:00	653	+	473	=	1126	32	2	No
15:15 - 16:15	653	+	473	=	1126	32	2	No
15:30 - 16:30	653	+	473	=	1126	32	2	No
15:45 - 16:45	653		473		1126	32	2	No

NE 10th St and Shadybrook Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 NE 10 & Shadybrook Dr

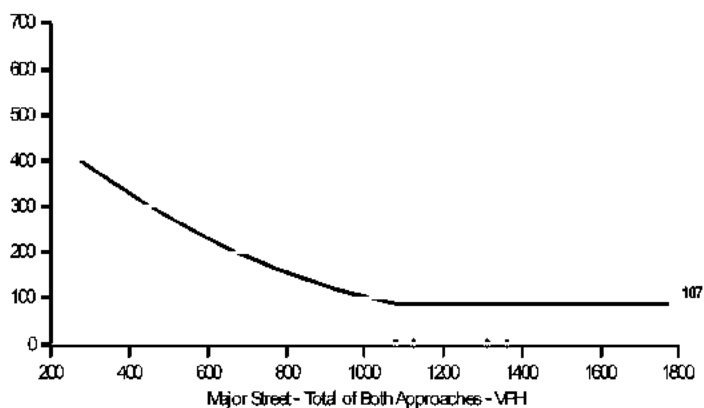
Study Date : 08/26/2021

Warrant 7 - Crash Experience

Major Road NE 10

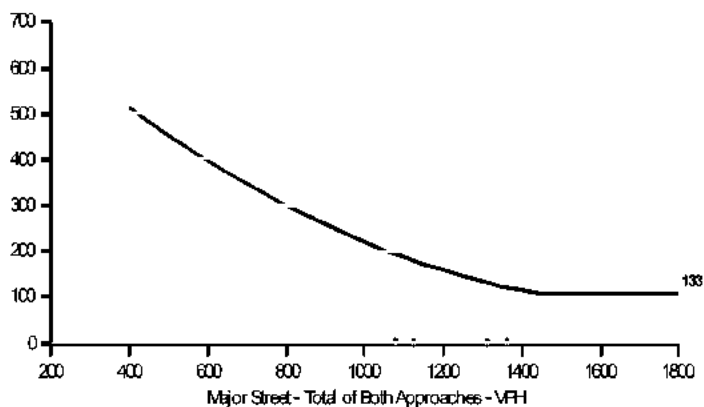
80% of Warrant 4 - 4 Hr Pedestrian Data

Time	EB Vehs	+	WB Vehs	=	Total Vehs	EB Peds	+	WB Peds	=	Ped Total	Met?
17:00 - 18:00	873	+	490	=	1363	0	+	0	=	0	No
17:15 - 18:15	873	+	490	=	1363	0	+	0	=	0	No
17:30 - 18:30	873	+	490	=	1363	0	+	0	=	0	No
17:45 - 18:45	873	+	490	=	1363	0	+	0	=	0	No
16:00 - 17:00	864	+	447	=	1311	0	+	0	=	0	No
16:15 - 17:15	864	+	447	=	1311	0	+	0	=	0	No
16:30 - 17:30	864	+	447	=	1311	0	+	0	=	0	No
16:45 - 17:45	864	+	447	=	1311	0	+	0	=	0	No
15:00 - 16:00	653	+	473	=	1126	0	+	0	=	0	No
15:15 - 16:15	653	+	473	=	1126	0	+	0	=	0	No
15:30 - 16:30	653	+	473	=	1126	0	+	0	=	0	No
15:45 - 16:45	653	+	473	=	1126	0	+	0	=	0	No



80% of Warrant 4 - 1 Hr Pedestrian Data

Time	EB Vehs	+	WB Vehs	=	Total Vehs	EB Peds	+	WB Peds	=	Ped Total	Met?
17:00 - 18:00	873	+	490	=	1363	0	+	0	=	0	No
17:15 - 18:15	873	+	490	=	1363	0	+	0	=	0	No
17:30 - 18:30	873	+	490	=	1363	0	+	0	=	0	No
17:45 - 18:45	873	+	490	=	1363	0	+	0	=	0	No
16:00 - 17:00	864	+	447	=	1311	0	+	0	=	0	No
16:15 - 17:15	864	+	447	=	1311	0	+	0	=	0	No
16:30 - 17:30	864	+	447	=	1311	0	+	0	=	0	No
16:45 - 17:45	864	+	447	=	1311	0	+	0	=	0	No
15:00 - 16:00	653	+	473	=	1126	0	+	0	=	0	No
15:15 - 16:15	653	+	473	=	1126	0	+	0	=	0	No
15:30 - 16:30	653	+	473	=	1126	0	+	0	=	0	No
15:45 - 16:45	653	+	473	=	1126	0	+	0	=	0	No





Traffic Engineering Consultants, Inc.
 6000 S. Western Ave., Suite 300
 Oklahoma City, OK. 73139

N.E. 10th St. W. of Shadybrook Dr.
 10-07-21
 10-15-21

Direction: EB															
10-07-21	> 15 - 20	> 20 - 25	> 25 - 30	> 30 - 35	> 35 - 40	> 40 - 45	> 45 - 50	> 50 - 55	> 55 - 60	> 60 - 65	> 65 - 70	> 70 MPH	Total		
Time	0 - 15 MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH			
12:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
1:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
2:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
3:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
4:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
5:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
6:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
7:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
8:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
9:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
12:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
1:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
2:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
3:00	12	2	27	62	140	241	90	27	1	0	1	1	1	605	
4:00	0	4	15	36	150	345	155	28	5	0	0	0	0	738	
5:00	0	2	18	58	239	392	175	24	2	0	0	0	0	910	
6:00	0	0	16	40	153	284	106	21	1	0	0	0	0	621	
7:00	0	4	12	33	138	231	56	5	1	1	0	0	0	481	
8:00	0	4	8	34	174	147	56	3	0	0	0	1	0	427	
9:00	0	1	10	27	118	112	31	8	3	0	0	0	0	310	
10:00	0	0	7	12	64	103	23	2	2	1	1	0	0	215	
11:00	0	0	6	5	56	72	18	2	2	0	0	0	0	161	
Total	12	17	119	307	1232	1927	710	120	17	2	2	2	1	4468	



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N.E. 10th St. W. of Shadybrook Dr.
 10-07-21
 10-15-21

Direction: EB																
10-08-21	> 15 - 20	> 20 - 25	> 25 - 30	> 30 - 35	> 35 - 40	> 40 - 45	> 45 - 50	> 50 - 55	> 55 - 60	> 60 - 65	> 65 - 70	> 70 MPH	Total			
Time	0 - 15 MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH			
12:00 AM	0	1	3	2	32	41	13	1	2	0	0	0	0	95		
1:00	0	0	2	6	24	18	6	1	0	0	0	0	0	57		
2:00	0	0	0	4	17	14	8	1	1	0	0	0	0	45		
3:00	0	0	3	1	11	16	6	2	0	0	0	0	0	39		
4:00	0	0	1	3	16	20	6	3	0	0	0	0	0	49		
5:00	0	0	3	7	25	20	8	2	1	0	0	0	0	66		
6:00	0	0	2	7	44	74	31	4	2	0	0	0	0	164		
7:00	0	2	16	19	77	120	57	12	1	1	0	0	0	305		
8:00	1	1	10	23	74	143	61	11	1	0	0	0	0	325		
9:00	0	1	9	18	59	153	70	13	4	0	0	0	0	327		
10:00	1	2	2	20	88	178	67	10	2	0	0	0	0	370		
11:00	1	3	14	28	92	179	66	20	3	0	0	2	0	408		
12:00 PM	0	4	6	24	100	225	109	16	4	1	0	0	0	489		
1:00	0	3	12	22	95	205	114	18	3	0	0	0	0	472		
2:00	0	3	21	33	101	253	131	26	3	0	1	0	0	572		
3:00	0	1	17	50	142	271	119	26	6	0	0	0	0	632		
4:00	0	4	23	46	186	350	147	32	3	0	0	0	0	791		
5:00	1	3	20	53	146	363	185	31	3	3	0	0	1	809		
6:00	0	0	11	37	162	289	127	18	4	0	0	0	0	649		
7:00	1	1	21	53	159	209	68	12	2	0	0	0	0	526		
8:00	0	1	16	28	132	186	66	2	4	1	0	0	0	436		
9:00	0	1	9	32	112	157	35	4	0	1	0	0	0	351		
10:00	0	1	11	22	96	116	40	3	1	1	0	0	0	291		
11:00	0	2	4	10	74	90	24	5	0	1	0	0	0	210		
Total	5	34	236	548	2064	3690	1564	273	50	9	1	2	2	8478		



Traffic Engineering Consultants, Inc.
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N.E. 10th St. W. of Shadybrook Dr.
 10-07-21
 10-15-21

Direction: EB																
10-09-21	> 15 - 20	> 20 - 25	> 25 - 30	> 30 - 35	> 35 - 40	> 40 - 45	> 45 - 50	> 50 - 55	> 55 - 60	> 60 - 65	> 65 - 70	> 70 MPH	Total			
Time	0 - 15 MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH
12:00 AM	1	2	4	5	48	65	14	3	2	1	0	0	1	146		
1:00	1	0	4	8	29	41	16	3	1	0	0	0	0	103		
2:00	0	0	3	5	23	31	14	4	1	0	0	0	0	81		
3:00	0	0	4	5	16	17	7	1	0	0	0	0	0	50		
4:00	0	0	1	3	9	12	3	2	0	0	0	0	0	30		
5:00	0	1	1	7	12	24	11	1	0	0	0	0	0	57		
6:00	0	1	0	5	38	33	18	3	1	1	0	0	0	100		
7:00	0	2	12	3	25	71	30	6	1	0	0	0	0	150		
8:00	2	3	6	15	42	88	35	8	2	0	0	0	0	201		
9:00	2	4	8	17	48	118	74	11	3	0	0	0	0	285		
10:00	1	4	8	25	63	196	93	20	4	1	0	0	0	415		
11:00	0	3	8	16	73	197	100	24	3	3	0	0	0	427		
12:00 PM	0	0	9	22	82	201	125	28	5	2	1	0	0	475		
1:00	0	3	18	26	83	174	102	37	5	3	0	0	0	451		
2:00	0	0	11	27	76	166	122	27	8	1	0	0	0	438		
3:00	0	1	15	33	70	219	118	21	4	1	0	0	0	482		
4:00	1	0	16	22	68	236	148	29	6	1	0	0	0	527		
5:00	1	2	14	29	77	210	146	30	4	3	0	0	0	516		
6:00	0	0	11	32	100	180	94	29	2	1	0	0	0	449		
7:00	0	0	13	33	95	196	82	11	2	0	0	0	0	432		
8:00	0	0	11	16	105	176	60	18	0	0	0	0	0	386		
9:00	0	2	9	23	107	134	53	7	2	1	0	0	0	338		
10:00	0	0	7	18	82	128	44	5	0	0	0	0	0	284		
11:00	0	1	7	17	59	100	35	5	2	2	0	0	0	228		
Total	9	29	200	412	1430	3013	1544	333	58	21	1	0	1	7051		



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N.E. 10th St. W. of Shadybrook Dr.
 10-07-21
 10-15-21

Direction: EB

10-10-21	> 15 - 20	> 20 - 25	> 25 - 30	> 30 - 35	> 35 - 40	> 40 - 45	> 45 - 50	> 50 - 55	> 55 - 60	> 60 - 65	> 65 - 70	> 70 MPH	Total
Time	0 - 15 MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	1	1	6	7	51	64	32	7	1	2	0	0	172
1:00	1	2	4	6	35	48	22	3	1	0	0	0	122
2:00	0	0	0	7	24	41	18	1	0	0	0	0	91
3:00	0	0	0	2	14	21	13	4	0	0	1	0	55
4:00	0	0	1	7	9	20	6	1	0	0	0	0	44
5:00	0	0	3	1	12	20	8	3	1	0	0	0	48
6:00	0	0	2	10	14	27	22	1	0	1	0	0	77
7:00	1	0	5	7	30	29	12	4	0	0	0	0	88
8:00	0	3	3	8	23	64	47	7	2	0	0	0	157
9:00	1	0	8	18	32	96	51	14	4	0	0	0	224
10:00	1	1	8	15	49	141	70	16	2	0	0	0	303
11:00	0	4	10	20	58	134	92	24	7	2	0	0	351
12:00 PM	1	3	11	6	7	42	152	145	51	7	1	0	427
1:00	3	4	10	8	11	35	178	167	50	12	0	2	480
2:00	3	3	14	11	9	44	165	150	72	6	1	2	480
3:00	5	6	16	15	5	44	132	137	41	9	3	0	413
4:00	7	5	15	7	11	35	152	152	53	11	2	0	450
5:00	4	4	11	12	3	30	118	160	75	26	1	1	446
6:00	1	4	14	4	11	35	148	161	29	7	3	0	417
7:00	2	6	6	2	26	94	162	104	25	3	1	0	431
8:00	2	6	10	5	7	64	142	80	19	3	1	0	339
9:00	0	4	11	4	11	46	102	62	8	2	0	1	251
10:00	0	1	7	1	6	28	81	58	19	2	1	0	204
11:00	1	6	4	2	4	26	45	32	8	1	0	0	129
Total	34	63	179	185	462	1228	1970	1493	468	94	15	3	6199



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N.E. 10th St. W. of Shadybrook Dr.
 10-07-21
 10-15-21

Direction: EB

10-11-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	1	1	1	1	4	13	32	26	8	3	1	0	0	91
1:00	0	1	2	1	1	9	28	7	4	1	1	0	0	55
2:00	0	2	2	1	0	8	20	9	3	1	2	0	0	48
3:00	0	1	1	0	0	9	11	4	4	0	0	0	0	30
4:00	0	0	1	0	0	5	9	9	3	1	0	1	0	29
5:00	0	0	2	0	3	13	27	17	7	4	0	0	0	73
6:00	1	0	2	1	3	24	56	33	20	2	0	1	0	143
7:00	0	1	4	0	4	28	103	77	25	10	0	0	1	253
8:00	0	4	2	0	2	36	87	115	36	11	2	0	1	296
9:00	0	1	0	1	10	29	92	101	45	7	1	0	0	287
10:00	1	4	6	5	7	36	119	117	40	11	1	0	0	347
11:00	3	4	8	4	8	42	134	156	38	2	0	0	0	399
12:00 PM	2	4	14	6	14	43	153	167	42	11	0	0	0	456
1:00	0	3	10	3	13	52	154	150	64	9	0	0	1	459
2:00	0	5	11	7	9	48	219	185	48	5	0	1	1	539
3:00	8	4	20	10	14	65	282	242	52	4	0	0	0	701
4:00	5	11	24	30	24	89	303	292	75	11	6	0	0	870
5:00	2	7	17	11	9	90	369	308	72	13	2	0	0	900
6:00	13	14	15	14	17	90	259	196	47	3	0	0	1	669
7:00	3	10	16	8	26	104	196	101	29	4	1	0	0	498
8:00	2	8	17	6	14	62	142	91	15	7	1	0	0	365
9:00	2	9	9	2	6	38	110	66	19	3	0	0	0	264
10:00	1	3	7	4	4	32	70	45	15	1	1	1	0	184
11:00	0	4	6	6	2	23	56	36	7	4	0	0	0	144
Total	44	101	197	121	194	988	3031	2550	718	128	19	4	5	8100



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N.E. 10th St. W. of Shadybrook Dr.
 10-07-21
 10-15-21

Direction: EB

10-12-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	2	3	2	4	17	37	21	6	2	0	0	0	94
1:00	1	1	4	0	4	9	13	10	4	0	0	0	0	46
2:00	0	0	1	0	2	5	13	8	4	0	1	0	0	34
3:00	0	0	0	1	0	5	14	4	0	0	0	0	0	24
4:00	0	0	1	2	2	6	21	11	4	1	0	0	0	48
5:00	0	1	0	1	1	15	21	24	2	1	1	0	0	67
6:00	2	2	2	0	2	22	55	63	15	2	1	0	0	166
7:00	0	3	6	3	8	25	134	112	41	5	0	0	0	337
8:00	0	4	4	4	5	28	113	100	39	3	1	0	0	301
9:00	0	5	6	5	7	46	121	125	39	8	4	0	0	366
10:00	0	0	8	7	4	41	116	119	31	7	1	0	0	334
11:00	1	4	7	6	5	36	151	131	36	6	2	0	0	385
12:00 PM	0	3	10	8	20	54	155	136	42	14	0	1	2	445
1:00	2	3	10	9	11	71	174	141	32	4	1	0	0	458
2:00	0	6	15	10	15	49	233	183	46	10	0	1	0	568
3:00	6	7	16	20	13	73	274	229	73	14	0	0	0	725
4:00	7	8	9	7	15	107	343	308	59	9	1	1	0	874
5:00	6	11	21	11	29	106	310	257	74	11	2	1	0	839
6:00	3	10	23	13	14	130	278	173	49	8	1	1	1	704
7:00	6	9	10	10	18	79	214	125	34	5	2	0	1	513
8:00	1	8	13	5	11	69	148	76	20	6	0	0	1	358
9:00	3	7	10	2	6	54	126	73	15	5	0	0	1	302
10:00	0	2	7	1	5	38	77	46	11	4	0	0	0	191
11:00	0	2	7	3	5	21	70	42	3	1	1	0	0	155
Total	38	98	193	130	206	1106	3211	2517	679	126	19	5	6	8334



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N.E. 10th St. W. of Shadybrook Dr.
 10-07-21
 10-15-21

Direction: EB

10-13-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	1	6	4	13	40	24	9	3	0	0	0	100
1:00	0	3	2	1	2	9	24	16	3	0	0	0	0	60
2:00	0	0	0	0	0	10	17	4	0	1	0	0	0	32
3:00	0	0	4	0	1	6	12	7	3	0	0	0	0	33
4:00	0	1	1	0	2	10	20	9	4	0	0	0	0	47
5:00	0	1	5	1	0	10	25	18	7	1	1	0	0	69
6:00	0	1	2	3	6	22	85	50	16	3	0	2	0	190
7:00	1	4	3	6	8	34	112	117	27	8	1	0	0	321
8:00	1	2	8	6	3	34	114	134	53	12	2	0	0	369
9:00	0	2	8	7	4	29	110	110	40	8	2	0	0	320
10:00	1	7	15	2	6	48	127	115	29	4	2	0	0	356
11:00	1	2	10	6	5	47	128	106	55	2	1	0	0	363
12:00 PM	2	4	15	7	7	41	149	144	43	10	3	0	0	425
1:00	1	1	8	5	6	50	167	170	39	9	1	0	0	457
2:00	1	3	16	9	15	60	187	197	52	10	2	1	0	553
3:00	8	17	14	15	15	72	253	236	66	9	1	1	0	707
4:00	2	9	24	20	25	108	326	301	82	13	2	0	0	912
5:00	7	19	23	21	9	81	364	288	98	16	1	1	0	928
6:00	4	12	9	8	15	54	292	212	45	8	0	0	1	660
7:00	0	7	10	12	8	89	230	105	20	4	0	0	0	485
8:00	1	3	20	7	12	70	158	122	19	6	1	0	0	419
9:00	0	7	6	7	12	53	123	76	21	2	0	0	1	308
10:00	0	7	3	6	6	23	83	58	28	6	0	0	0	220
11:00	0	3	5	5	1	21	51	39	14	4	0	0	0	143
Total	30	115	212	160	172	994	3197	2658	773	139	20	5	2	8477



Traffic Engineering Consultants, Inc.
 6000 S. Western Ave., Suite 300
 Oklahoma City, OK. 73139

N.E. 10th St. W. of Shadybrook Dr.
 10-07-21
 10-15-21

Direction: EB															
10-14-21															
Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total	
12:00 AM	0	1	2	2	4	17	33	22	3	2	0	0	0	86	
1:00	0	1	0	2	2	14	24	19	3	1	0	0	0	66	
2:00	0	0	2	4	1	9	14	11	0	0	0	0	0	41	
3:00	0	1	1	0	5	4	8	10	2	1	0	0	0	32	
4:00	0	3	0	0	0	13	17	9	1	1	0	0	0	44	
5:00	0	2	0	1	0	13	24	22	6	0	1	0	0	69	
6:00	1	1	0	1	2	21	63	67	21	3	2	0	0	182	
7:00	2	3	7	4	7	38	124	74	39	6	0	0	0	304	
8:00	0	2	9	4	5	31	90	124	54	4	1	1	0	325	
9:00	0	0	5	0	4	28	102	122	43	11	1	0	1	317	
10:00	0	4	3	3	5	32	112	102	42	6	2	1	1	313	
11:00	0	4	11	2	7	43	143	132	30	5	1	0	0	378	
12:00 PM	0	0	12	5	9	45	196	184	47	10	2	1	0	511	
1:00	2	2	7	8	14	58	237	223	50	13	1	0	0	615	
2:00	3	4	12	7	12	74	275	225	53	6	1	0	0	672	
3:00	8	10	15	13	17	91	310	236	74	9	3	0	0	786	
4:00	10	9	22	14	20	114	326	252	50	11	0	0	0	828	
5:00	6	15	28	11	28	94	333	242	84	11	0	0	0	852	
6:00	4	7	18	11	10	73	271	183	37	10	0	0	0	624	
7:00	3	10	9	7	12	77	197	137	24	3	0	0	0	479	
8:00	2	10	19	2	10	70	172	76	20	2	1	0	1	385	
9:00	1	6	8	5	8	45	111	66	14	4	0	0	0	268	
10:00	0	6	3	4	5	35	72	48	16	3	1	0	1	194	
11:00	0	3	7	1	5	22	66	41	9	2	0	0	0	156	
Total	42	104	200	111	192	1061	3320	2627	722	124	17	3	4	8527	



Traffic Engineering Consultants, Inc.
 6000 S. Western Ave., Suite 300
 Oklahoma City, OK. 73139

N.E. 10th St. W. of Shadybrook Dr.
 10-07-21
 10-15-21

Direction: EB															
10-15-21	> 15 - 20	> 20 - 25	> 25 - 30	> 30 - 35	> 35 - 40	> 40 - 45	> 45 - 50	> 50 - 55	> 55 - 60	> 60 - 65	> 65 - 70	> 70 MPH	Total		
Time	0 - 15 MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH
12:00 AM	0	0	3	3	1	19	33	24	7	0	0	0	0	0	90
1:00	0	2	2	2	4	10	21	29	5	2	0	0	0	0	77
2:00	0	0	2	0	3	6	23	7	4	1	0	0	0	0	46
3:00	0	0	1	1	1	4	12	10	2	0	0	0	0	0	31
4:00	0	0	3	2	0	11	23	11	6	1	0	0	0	0	57
5:00	0	1	2	0	0	13	15	28	5	2	1	2	0	0	69
6:00	0	0	0	2	2	9	23	19	8	2	0	0	0	0	65
7:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
8:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
9:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
12:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
1:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
2:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
3:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
4:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
5:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
6:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
7:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
8:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
9:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	0
Total	0	3	13	10	11	72	150	128	37	8	1	2	0	0	435
Grand Total	214	564	1549	1984	5963	14079	18697	12699	3522	651	95	26	26	0	60069
Stats			Percentile	15th	50th	85th	95th								
			Speed	34.3	41.5	47.4	51								
			Mean Speed (Average)	40.9											
			10 MPH Pace Speed	36-45											
			Number in Pace	32528											
			Percent in Pace	54.2%											
			Number > 40 MPH	35716											
			Percent > 40 MPH	59.5%											



Traffic Engineering Consultants, Inc.

6000 S. Western Ave., Suite 300

Oklahoma City, OK. 73139

Location 1:
N.E. 10t St. W. of Shadybrook Dr.
Start Date: 10-07-21
End Date: 10-15-21

Direction: WB

10-07-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0
1:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
2:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
3:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
4:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
5:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
6:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
7:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
8:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
9:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
12:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0
1:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
2:00	1	0	4	2	15	30	14	2	0	0	0	0	0	68
3:00	0	1	7	34	106	205	80	13	1	0	0	0	0	447
4:00	1	2	10	36	54	208	126	19	1	0	0	0	0	457
5:00	0	1	5	35	69	238	146	21	3	1	0	0	0	519
6:00	0	2	6	27	93	213	141	22	0	0	0	0	0	504
7:00	2	2	4	24	92	204	97	9	2	0	0	0	0	436
8:00	3	5	7	15	86	166	40	6	1	0	0	0	0	329
9:00	1	2	2	24	62	123	39	6	1	0	0	0	0	260
10:00	0	0	4	11	48	97	28	1	0	0	0	0	0	189
11:00	1	0	1	8	24	44	14	0	1	0	0	0	0	93
Total	9	15	50	216	649	1528	725	99	10	1	0	0	0	3302



Traffic Engineering Consultants, Inc.

6000 S. Western Ave., Suite 300

Oklahoma City, OK. 73139

Location 1:
N.E. 10t St. W. of Shadybrook Dr.
Start Date: 10-07-21
End Date: 10-15-21

Direction: WB

10-08-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	3	9	18	27	12	0	0	0	0	0	0	69
1:00	0	0	0	3	11	15	3	0	0	0	0	0	0	32
2:00	0	0	1	2	9	12	5	1	0	0	0	0	0	30
3:00	0	1	0	3	13	26	10	0	0	0	0	0	0	53
4:00	0	0	3	3	20	44	16	3	0	1	0	0	0	90
5:00	0	0	1	3	33	95	51	1	0	1	0	0	0	185
6:00	0	0	8	9	41	181	100	10	1	0	0	0	0	350
7:00	1	0	5	25	89	336	212	27	1	0	0	0	0	696
8:00	1	0	5	23	68	244	179	25	2	1	0	0	0	548
9:00	1	0	2	18	54	181	114	16	0	0	0	0	0	386
10:00	0	1	1	18	57	180	94	17	0	0	0	0	0	368
11:00	2	2	2	15	54	211	99	19	7	0	0	0	0	411
12:00 PM	2	2	11	26	64	232	101	15	1	0	0	0	0	454
1:00	2	2	4	30	79	224	128	16	2	1	1	0	0	489
2:00	2	0	5	28	66	203	131	10	0	0	0	0	0	445
3:00	1	0	4	43	105	228	112	14	0	0	0	0	0	507
4:00	1	0	10	35	89	233	103	16	1	0	0	0	0	488
5:00	1	2	3	37	62	206	156	21	2	0	0	0	0	490
6:00	0	1	6	44	95	237	130	10	0	1	0	0	0	524
7:00	2	0	13	43	114	234	76	15	2	0	0	0	0	499
8:00	3	0	10	35	92	159	42	6	0	0	0	0	0	347
9:00	0	1	6	18	69	166	35	3	1	0	0	0	0	299
10:00	0	0	6	23	55	127	29	4	0	0	0	0	0	244
11:00	0	1	4	9	41	73	16	2	0	0	0	0	0	146
Total	19	13	113	502	1398	3874	1954	251	20	5	1	0	0	8150



Traffic Engineering Consultants, Inc.

6000 S. Western Ave., Suite 300

Oklahoma City, OK. 73139

Location 1:
N.E. 10t St. W. of Shadybrook Dr.
Start Date: 10-07-21
End Date: 10-15-21

Direction: WB

10-09-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	1	0	2	7	34	65	21	1	0	0	0	0	0	131
1:00	2	0	2	2	23	35	11	0	0	0	0	0	0	75
2:00	0	0	1	3	12	13	10	2	0	0	0	0	0	41
3:00	1	0	0	4	15	26	12	0	0	0	0	0	0	58
4:00	0	0	0	4	9	15	2	2	0	0	0	0	0	32
5:00	0	1	4	3	18	27	6	0	0	0	0	0	0	59
6:00	1	0	4	8	26	60	22	3	1	0	0	0	0	125
7:00	0	0	2	11	40	107	50	6	0	0	0	0	0	216
8:00	3	0	6	12	35	123	100	7	1	0	0	0	0	287
9:00	0	1	6	23	53	149	118	25	1	0	0	0	0	376
10:00	2	1	2	26	82	199	128	24	3	0	0	0	0	467
11:00	3	2	5	14	61	207	113	23	0	0	0	0	0	428
12:00 PM	0	1	5	27	43	173	127	22	4	1	0	0	0	403
1:00	2	1	5	17	76	205	79	10	1	1	0	0	0	397
2:00	1	0	6	16	55	163	102	22	0	0	0	0	1	366
3:00	2	1	5	26	68	190	118	14	2	1	0	0	0	427
4:00	1	0	6	29	43	181	124	21	0	0	0	0	0	405
5:00	4	3	8	26	47	202	118	14	1	0	0	0	0	423
6:00	2	2	4	27	78	217	93	9	0	0	0	0	0	432
7:00	1	1	12	25	109	201	83	9	1	0	0	0	0	442
8:00	1	0	9	23	107	161	42	5	1	0	0	0	0	349
9:00	0	0	8	23	75	141	32	5	0	1	0	0	0	285
10:00	1	0	6	13	76	107	35	3	1	0	0	0	0	242
11:00	1	0	7	14	46	73	9	0	1	1	0	0	0	152
Total	29	14	115	383	1231	3040	1555	227	18	5	0	0	1	6618



Traffic Engineering Consultants, Inc.

6000 S. Western Ave., Suite 300

Oklahoma City, OK. 73139

Location 1:
N.E. 10t St. W. of Shadybrook Dr.
Start Date: 10-07-21
End Date: 10-15-21

Direction: WB

10-10-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	1	3	10	32	53	15	4	1	0	0	0	0	119
1:00	0	1	2	5	33	43	8	1	0	0	0	0	0	93
2:00	0	0	1	1	12	25	10	0	0	0	0	0	0	49
3:00	0	0	0	6	9	18	3	3	0	1	0	0	0	40
4:00	0	0	0	5	12	14	7	2	0	0	0	0	0	40
5:00	0	0	1	3	14	25	11	1	0	0	0	0	0	55
6:00	0	0	1	6	22	54	20	1	0	0	0	0	0	104
7:00	0	0	2	6	26	64	29	4	1	0	0	0	0	132
8:00	0	2	3	4	37	95	42	7	1	0	0	0	0	191
9:00	0	0	2	13	49	151	82	13	2	0	0	0	0	312
10:00	1	0	7	22	54	168	81	12	0	1	0	0	0	346
11:00	1	0	4	34	54	190	91	9	3	1	0	0	0	387
12:00 PM	1	2	6	32	61	222	81	10	0	0	0	0	0	415
1:00	2	1	13	21	60	195	84	15	2	2	1	0	0	396
2:00	2	1	9	47	70	192	87	7	0	0	0	0	0	415
3:00	1	1	8	42	78	171	82	20	1	0	0	0	0	404
4:00	1	1	7	33	69	204	97	10	1	0	0	0	0	423
5:00	1	1	6	32	56	192	82	12	2	0	0	0	0	384
6:00	2	2	6	20	81	156	49	9	1	0	0	0	0	326
7:00	1	0	5	29	93	158	42	2	0	0	0	0	0	330
8:00	4	2	12	23	58	52	10	2	0	0	0	0	0	163
9:00	0	2	8	21	41	66	12	1	0	0	0	0	0	151
10:00	0	1	3	4	31	63	19	1	0	0	0	0	0	122
11:00	0	0	1	5	23	43	11	1	0	0	0	0	0	84
Total	17	18	110	424	1075	2614	1055	147	15	5	1	0	0	5481



Traffic Engineering Consultants, Inc.

6000 S. Western Ave., Suite 300

Oklahoma City, OK. 73139

Location 1:
N.E. 10t St. W. of Shadybrook Dr.
Start Date: 10-07-21
End Date: 10-15-21

Direction: WB

10-11-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	6	15	16	2	0	0	0	0	0	0	39
1:00	0	0	1	2	11	22	3	1	0	1	0	0	0	41
2:00	0	0	1	4	9	9	2	0	0	0	0	0	0	25
3:00	0	0	0	0	5	21	5	0	0	0	0	0	0	31
4:00	0	0	2	3	22	34	14	4	0	0	0	0	0	79
5:00	0	0	3	11	39	93	29	3	1	0	0	0	0	179
6:00	0	0	4	16	64	162	85	8	1	0	0	0	0	340
7:00	0	0	4	29	99	319	178	17	1	0	0	0	0	647
8:00	0	1	3	22	79	234	143	24	2	0	0	0	0	508
9:00	0	0	5	21	53	171	101	14	0	0	0	0	0	365
10:00	0	2	2	17	70	156	83	9	1	0	0	0	0	340
11:00	0	0	5	21	60	170	91	7	0	0	0	0	0	354
12:00 PM	0	1	7	26	54	202	84	16	1	0	0	0	0	391
1:00	2	3	1	20	76	216	73	12	1	0	0	0	0	404
2:00	2	0	9	26	77	213	118	17	1	0	0	0	0	463
3:00	0	0	4	24	65	220	106	10	1	0	0	0	0	430
4:00	1	1	6	37	74	223	94	7	1	0	0	0	0	444
5:00	2	0	7	17	80	203	107	14	0	0	0	0	0	430
6:00	0	0	8	34	80	189	88	12	1	0	0	0	0	412
7:00	4	1	12	34	88	168	55	4	2	1	0	0	0	369
8:00	1	1	8	29	86	147	32	4	0	0	0	0	0	308
9:00	0	1	4	21	59	104	19	2	0	0	0	0	0	210
10:00	2	0	16	15	48	59	12	2	0	0	0	0	0	154
11:00	0	0	4	6	29	46	11	3	1	0	0	0	0	100
Total	14	11	116	441	1342	3397	1535	190	15	2	0	0	0	7063



Traffic Engineering Consultants, Inc.

6000 S. Western Ave., Suite 300

Oklahoma City, OK. 73139

Location 1:
N.E. 10t St. W. of Shadybrook Dr.
Start Date: 10-07-21
End Date: 10-15-21

Direction: WB

10-12-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	2	6	20	30	6	0	0	0	0	0	0	64
1:00	0	0	3	1	11	15	1	0	0	0	0	0	0	31
2:00	0	0	2	1	6	16	5	1	0	1	0	0	0	32
3:00	1	0	1	0	12	23	9	0	1	0	0	0	0	47
4:00	0	0	2	6	11	39	9	3	0	0	0	0	0	70
5:00	0	0	0	9	44	102	43	3	0	0	0	0	0	201
6:00	0	0	3	11	68	218	90	9	0	0	0	0	0	399
7:00	1	1	10	21	111	371	189	13	3	0	0	0	0	720
8:00	5	0	4	23	67	231	153	21	2	0	0	0	0	506
9:00	0	1	0	21	68	179	90	5	1	0	0	0	0	365
10:00	1	1	5	14	65	165	84	7	0	0	0	0	0	342
11:00	1	0	6	21	65	177	64	8	1	0	0	0	0	343
12:00 PM	2	2	3	23	81	183	88	13	0	0	0	0	0	395
1:00	2	0	3	29	72	211	85	4	3	0	1	0	0	410
2:00	3	0	5	19	74	193	78	6	0	0	0	0	0	378
3:00	0	0	7	28	93	179	79	2	0	0	0	0	0	388
4:00	0	2	11	23	71	192	76	9	0	0	0	0	0	384
5:00	2	0	9	37	95	217	85	11	2	0	0	0	0	458
6:00	1	3	6	28	73	218	100	7	1	1	0	0	0	438
7:00	0	2	14	25	98	184	40	2	0	0	0	0	0	365
8:00	0	2	3	20	82	127	40	0	2	0	0	0	0	276
9:00	0	0	3	21	57	79	21	3	1	0	0	0	0	185
10:00	2	0	3	13	48	73	18	2	0	0	0	0	0	159
11:00	1	0	4	5	26	45	8	0	0	0	0	0	0	89
Total	22	14	109	405	1418	3467	1461	129	17	2	1	0	0	7045



Traffic Engineering Consultants, Inc.

6000 S. Western Ave., Suite 300

Oklahoma City, OK. 73139

Location 1:
N.E. 10t St. W. of Shadybrook Dr.
Start Date: 10-07-21
End Date: 10-15-21

Direction: WB

10-13-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	3	5	24	25	6	0	0	0	0	0	0	63
1:00	0	0	0	1	8	9	5	1	0	0	0	0	0	24
2:00	0	0	1	1	10	14	3	1	0	0	0	0	0	30
3:00	0	0	1	3	13	20	6	2	0	0	0	0	0	45
4:00	0	0	3	4	16	32	19	5	0	1	0	0	0	80
5:00	0	1	1	13	43	68	22	7	0	0	0	0	0	155
6:00	0	1	2	31	104	184	40	7	1	0	0	0	0	370
7:00	0	1	7	28	110	344	121	21	1	0	0	0	0	633
8:00	0	1	7	20	83	245	121	20	1	0	0	0	0	498
9:00	0	0	4	20	52	160	106	16	0	0	0	0	0	358
10:00	2	1	4	18	56	156	95	16	1	0	0	0	0	349
11:00	1	0	5	16	61	161	87	13	1	0	0	0	0	345
12:00 PM	0	1	7	26	63	191	85	11	2	0	0	0	0	386
1:00	1	0	5	26	70	210	83	11	0	1	0	0	0	407
2:00	0	0	12	31	79	228	73	5	0	0	0	0	0	428
3:00	1	1	6	26	89	214	88	17	0	0	0	0	0	442
4:00	3	3	6	36	82	232	57	6	1	0	0	0	0	426
5:00	1	1	8	47	113	253	93	11	0	1	0	0	0	528
6:00	2	1	17	34	114	229	82	3	0	0	0	0	0	482
7:00	0	2	9	28	101	198	38	3	0	0	0	0	0	379
8:00	0	2	8	23	98	134	30	4	0	0	0	0	0	299
9:00	0	1	9	19	69	99	25	4	0	0	0	0	0	226
10:00	0	1	8	15	41	65	21	1	0	0	0	0	0	152
11:00	1	1	5	7	33	50	8	3	0	0	0	0	0	108
Total	12	19	138	478	1532	3521	1314	188	8	3	0	0	0	7213



Traffic Engineering Consultants, Inc.
 6000 S. Western Ave., Suite 300
 Oklahoma City, OK. 73139

Location 1:
 N.E. 10t St. W. of Shadybrook Dr.
 Start Date: 10-07-21
 End Date: 10-15-21

Direction: WB

10-14-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	4	4	17	28	8	0	1	0	0	0	0	62
1:00	0	0	1	3	12	17	4	0	0	0	0	0	0	37
2:00	1	0	0	4	11	13	7	0	0	0	0	0	0	36
3:00	0	0	0	1	14	25	7	0	0	0	0	0	0	47
4:00	0	0	2	3	19	43	15	5	0	0	0	0	0	87
5:00	0	0	1	12	33	90	40	8	1	0	0	0	0	185
6:00	0	0	4	12	46	217	99	11	1	0	0	0	0	390
7:00	1	1	7	20	105	316	167	19	1	1	0	0	0	638
8:00	0	1	4	24	72	233	121	24	0	0	0	0	0	479
9:00	3	1	4	23	83	179	109	12	1	0	0	0	0	415
10:00	0	1	10	25	83	192	89	10	1	0	0	1	0	412
11:00	1	1	4	19	51	204	92	16	4	2	0	0	0	394
12:00 PM	1	1	10	24	64	214	88	11	0	0	0	0	0	413
1:00	0	1	2	24	75	172	86	14	2	0	0	0	0	376
2:00	0	2	10	24	90	218	102	8	2	0	0	0	0	456
3:00	0	1	6	36	90	234	70	4	1	0	0	0	0	442
4:00	1	1	3	30	61	212	94	15	2	0	1	0	0	420
5:00	0	3	10	35	74	214	101	13	1	1	0	0	0	452
6:00	1	2	10	37	97	233	104	12	1	2	0	0	0	499
7:00	0	2	7	29	111	194	66	6	0	0	0	0	0	415
8:00	1	0	10	25	81	137	42	4	1	0	0	0	0	301
9:00	0	0	7	26	65	136	29	2	0	0	0	0	0	265
10:00	0	1	3	13	52	87	27	1	0	0	1	0	0	185
11:00	0	0	2	12	26	60	17	3	0	0	0	0	0	120
Total	10	19	121	465	1432	3668	1584	198	20	6	2	1	0	7526



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Oklahoma City, OK. 73139

Location 1:
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Start Date: 10-07-21
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10-15-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	2	1	4	8	23	27	5	1	0	0	0	0	0	71
1:00	0	0	3	2	20	25	7	1	0	0	0	0	0	58
2:00	1	0	1	0	10	13	3	0	0	0	0	0	0	28
3:00	0	0	1	3	16	26	4	1	0	0	0	0	0	51
4:00	0	0	1	4	30	38	14	5	1	0	0	0	0	93
5:00	0	1	1	8	45	75	34	2	0	0	0	0	0	166
6:00	0	0	1	11	66	202	80	5	1	1	0	0	0	367
7:00	1	0	4	23	119	247	111	11	0	0	0	0	0	516
8:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
9:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
12:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0
1:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
2:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
3:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
4:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
5:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
6:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
7:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
8:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
9:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
Total	4	2	16	59	329	653	258	26	2	1	0	0	0	1350
Grand Total	136	125	888	3373	10406	25762	11441	1455	125	30	5	1	1	53748
Stats			Percentile	15th	50th	85th	95th							
			Speed	32.6	37.2	41.3	43.8							
		Mean Speed (Average)		37.0										
		10 MPH Pace Speed		35-44										
		Number in Pace		37182										
		Percent in Pace		69.2%										
		Number > 45 MPH		1617										
		Percent > 45 MPH		3.0%										



City Manager

100 N. Midwest Boulevard
Midwest City, OK 73110
tlyon@midwestcityok.org
Office: 405-739-1201
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council


FROM: Tim Lyon, City Manager

DATE: December 14, 2021

SUBJECT: Discussion and consideration of a resolution, including any possible amendment, of the City Council of the City of Midwest City to rescind Resolution 2018-31; withdrawing from the Trust Agreement and Indenture creating the Regional Transportation Authority of Central Oklahoma (RTA); and rescinding appointments to the Regional Transportation Authority of Central Oklahoma.

Please see the attached resolution, proposed withdraw from the Trust Agreement and Indenture from the Regional Transportation Authority of Central Oklahoma.

Action is at the Council's discretion.



Tim L. Lyon, City Manager

RESOLUTION 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDWEST CITY TO RESCIND RESOLUTION 2018-31; WITHDRAWING FROM THE TRUST AGREEMENT AND INDENTURE CREATING THE REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA (RTA); AND RESCINDING APPOINTMENTS TO THE REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA.

WHEREAS, on November 27, 2018 the City Council for the City of Midwest City adopted Resolution number 2018-31, authorizing the execution of the Trust Agreement and Indenture of the Regional Transportation Authority of Central Oklahoma;

WHEREAS, on or about March 4, 2019, the Mayor for the City of Midwest City signed and executed the Trust Agreement and Indenture of the Regional Transportation Authority of Central Oklahoma;

WHEREAS, on March 13, 2019, the Trust Agreement and Indenture of the Regional Transportation Authority of Central Oklahoma was filed with the Office of the Oklahoma Secretary of State;

WHEREAS, the City of Midwest City has appointed residents to represent the interests of the City of Midwest City to the Regional Transportation Authority of Central Oklahoma. Said representatives have attended meetings of the Regional Transportation Authority of Central Oklahoma;

WHEREAS, since the adoption of the Trust Agreement and Indenture of the Regional Transportation Authority of Central Oklahoma, the interests of the Regional Transportation Authority of Central Oklahoma and the interests of the City of Midwest City have separated;

WHEREAS, one such separation includes a request by the Regional Transportation Authority of Central Oklahoma to call for a vote for a tax to fund projects for the Regional Transportation Authority;

WHEREAS, under such a vote, a majority of the citizens of the City of Midwest City may vote to turn down the tax, but if for a tax is approved by a majority of all of the people who vote whether to establish such a tax, then the citizens of the City of Midwest City are subject to a tax, that the majority of Midwest City residents voted against; and

WHEREAS, the Trust Agreement and Indenture of the Regional Transportation Authority of Central Oklahoma gives its member jurisdictions the ability to withdraw from the Trust Agreement and Indenture;

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

Resolution 2018-31 is hereby rescinded;

The City of Midwest City officially withdraws from the Trust Agreement and Indenture of the Regional Transportation Authority of Central Oklahoma;

Any appointments to the Regional Transportation Authority of Central Oklahoma by the City of Midwest City are hereby rescinded; and

The City Manager for the City of Midwest City is hereby directed to notify the Regional Transportation Authority of Central Oklahoma of the withdrawal, to notify any appointees of this withdrawal and the rescinding of the appointment, and file this resolution of the Office of the Secretary of State for the State of Oklahoma.

PASSED AND APPROVED BY the Mayor and City Council of the City of Midwest City on this _____ day of _____, 2021.

CITY OF MIDWEST CITY, OKLAHOMA

Matthew D. Dukes, Mayor

Attest:

Sara Hancock, City Clerk

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

Donald D. Maisch, City Attorney



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

MEMORANDUM


To: Honorable Mayor and Council

From: Tim Lyon, City Manager

Date: December 14, 2021

Subject: Discussion and consideration, including any amendments, to adopting a resolution fixing the amount of bonds to mature each year, fixing the time and place the bonds are to be sold and authorizing the Clerk to give notice of said sale as required by law.

Per our legal counsel, the attached resolution is needed for issuance of the General Obligation Bonds, Series 2022. If the Council so approves, the sale of bonds is set for 11:30 AM on January 25, 2022.



Tim L. Lyon, City Manager

**THE CITY COUNCIL OF THE CITY OF MIDWEST CITY, STATE OF OKLAHOMA,
MET IN REGULAR SESSION IN THE COUNCIL CHAMBERS AT THE CITY HALL, 100
NORTH MIDWEST BOULEVARD, IN SAID CITY ON THE 14TH DAY OF DECEMBER,
2021, AT 6:00 O'CLOCK P.M.**

PRESENT:

ABSENT:

Notice of the regular meetings of the City Council for calendar year 2021 having been given in writing to the City Clerk of Midwest City, Oklahoma prior to December 15, 2020, and public notice having been posted in prominent public view at the City Hall, 100 North Midwest Boulevard, Midwest City, Oklahoma, twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act. Notice of said meeting and agenda have also been posted on the City's website in accordance with Title 74, Oklahoma Statutes, Section 3106.2.

(OTHER PROCEEDINGS)

Thereupon there was introduced a resolution which was read in full by the Clerk and considered by sections. Upon motion by Councilor _____, seconded by Councilor _____, the resolution was adopted by the following vote:

AYE:

NAY:

THEREUPON, the resolution was signed by the Mayor, attested by the Clerk, sealed with the seal of said municipality and is as follows:

RESOLUTION NO. 2021-

A RESOLUTION FIXING THE AMOUNT OF BONDS TO MATURE EACH YEAR, FIXING THE TIME AND PLACE THE BONDS ARE TO BE SOLD AND AUTHORIZING THE CLERK TO GIVE NOTICE OF SAID SALE AS REQUIRED BY LAW.

WHEREAS, the issuance of \$5,700,000.00 of General Obligation Bonds by the City of Midwest City, Oklahoma, described as follows:\$5,700,000.00 bonds for the purpose of acquiring, constructing, reconstructing, improving, remodeling, and repairing public safety buildings and facilities, including extending utilities and improving access thereto and purchasing and installing public safety equipment all to be owned exclusively by said City, has been duly authorized at an election held on May 11, 2021; and

WHEREAS, The Council of the City of Midwest City, Oklahoma, pursuant to Title 62, Oklahoma Statutes 2011, Section 354, desires to sell at this time \$5,700,000.00 in General Obligation Bonds consisting of an issue of \$5,700,000.00 bonds for the purpose of acquiring, constructing, reconstructing, improving, remodeling, and repairing public safety buildings and facilities, including extending utilities and improving access thereto and purchasing and installing public safety equipment all to be owned exclusively by said City, as authorized in the 2021 election.

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

Section 1. That \$5,700,000.00 of General Obligation Bonds of the City of Midwest City, Oklahoma, voted on the 11th day of May, 2021, shall be offered for sale at City Hall, 100 North Midwest Boulevard, in said municipality on the 25th day of January, 2022, at 11:30 o'clock A .M. Central Standard Time, by receipt of sealed bids and electronic bids as set forth in the Notice of Sale and Instructions to Bidders to be used in connection with the sale of the Bonds and that said Bonds shall become due \$380,000.00 in two years from their date and \$380,000.00 annually each year thereafter until paid.

Section 2. That the Clerk of said City is hereby ordered and directed to cause notice of the sale of said Bonds to be given as required by law.

ADOPTED AND APPROVED this 14th day of December, 2021.

ATTEST:

Mayor

SARA HANCOCK, City Clerk
(SEAL)

APPROVED as to form and legality this 14th day of December, 2021.

DONALD MAISCH, City Attorney

I, the undersigned, the duly qualified and acting Clerk of the City of Midwest City, Oklahoma hereby certify that the foregoing is a true and complete copy of a Resolution calling for the sale of Bonds adopted by the governing body of said municipality and transcript of proceedings of said governing body at a regular meeting thereof held on the date therein set out, insofar as the same relates to the introduction, reading and adoption thereof as the same appears of record in my office.

I hereby certify that a true and complete copy of the Public Notice, attached hereto as Exhibit "A", was posted in prominent public view at the City Hall, 100 North Midwest Boulevard, Midwest City, Oklahoma, twenty-four (24) hours prior to the date of the meeting therein described, excluding Saturdays, Sundays and legal holidays. I further certify that a true, correct and complete copy of the schedule of regularly scheduled meetings of the City Council of the City for calendar year 2021 was filed in the office of the City Clerk of Midwest City, Oklahoma, as proscribed by law and in accordance with the Oklahoma Open Meeting Act.

WITNESS my hand and seal this 14th day of December, 2021.

City Clerk



Economic Development Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office: (405) 739-1218

MEMORANDUM

To: Honorable Mayor and Midwest City Council

From: Robert Coleman, Director of Economic Development

Date: December 14, 2021

Subject: Discussion and consideration for adoption, including any possible amendment, of a resolution declaring the intent of the City Council of the City of Midwest City, Oklahoma, to consider the designation of a portion of the city as a "Statutory Reinvestment Area" and to consider creation of a related "Tax Increment District" pursuant to Oklahoma law; creating the Midwest City Local Development Act Review Committee ("the Review Committee"); determining membership of the Review Committee; designating the manner and term of appointment of Committee members; providing for meetings of the Review Committee; establishing officers; determining voting rights and quorum; directing the Review Committee to consider proposed project plans and to make any findings and recommendations required by law; directing the Midwest City Planning Commission to consider the proposed project plans and make any recommendations required by law; and containing other provisions relating thereto.

The Utilities Authority on August 24, 2021, agreed to sell the bulk of the Soldier Creek Industrial Park to Global Turbine Systems ("GTS"). At the same meeting, the City entered into an Economic Development Agreement ("Agreement") with GTS to provide certain incentives leading to the development of a new jet engine repair facility to create jobs on the city's north side. The Agreement included approximately \$1.8 Million in public improvements and performance-based rebates. The City is looking to establish a Tax Increment Financing ("TIF") district to help finance the deal.

While the GTS project is at the forefront of discussion, there is yet another prospect looking in the area that may also need assistance.

The attached resolution mandates City Council to appoint the chairman from its ranks in addition to a planning commissioner. Representatives will also be requested of each entity deriving taxes from the proposed district.

The City took similar action prior to the establishment of the Midwest City Downtown Redevelopment Project Plan Review Committee (circa. 2002) and the Sooner Rose Tax Increment Finance District (2017). Sooner Rose remains our only active district as the Downtown TIF wrapped up about four years ago.

Please contact my office with any question.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Coleman", written over a horizontal line.

Robert Coleman, Director of Economic Development

Attachments: Resolution

RESOLUTION NO. 2021-____

RESOLUTION DECLARING THE INTENT OF THE CITY COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA TO CONSIDER THE DESIGNATION OF A PORTION OF THE CITY AS A “STATUTORY REINVESTMENT AREA” AND TO CONSIDER CREATION OF A RELATED “TAX INCREMENT DISTRICT” PURSUANT TO OKLAHOMA LAW; CREATING THE MIDWEST CITY LOCAL DEVELOPMENT ACT REVIEW COMMITTEE (THE “REVIEW COMMITTEE”); DETERMINING MEMBERSHIP OF THE REVIEW COMMITTEE; DESIGNATING MANNER AND TERM OF APPOINTMENT OF COMMITTEE MEMBERS; PROVIDING FOR MEETINGS OF THE REVIEW COMMITTEE; ESTABLISHING OFFICERS; DETERMINING VOTING RIGHTS AND QUORUM; DIRECTING THE REVIEW COMMITTEE TO CONSIDER PROPOSED PROJECT PLANS AND TO MAKE ANY FINDINGS AND RECOMMENDATIONS REQUIRED BY LAW; DIRECTING THE MIDWEST CITY PLANNING COMMISSION TO CONSIDER THE PROPOSED PROJECT PLANS AND MAKE ANY RECOMMENDATIONS REQUIRED BY LAW; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, Article X, Section 6C of the Oklahoma Constitution, along with provisions of the Oklahoma Local Development Act, Title 62, Section 850 et seq. of the Oklahoma Statutes, as amended (hereinafter, the “Local Development Act”), authorizes cities, towns and counties to adopt incentives for the development or redevelopment of such areas, and empowers the governing bodies of cities, towns or counties to apportion tax increments to help finance the public costs of such development or redevelopment; and

WHEREAS, the City Council of the City of Midwest City, Oklahoma (hereinafter, the “City”), as the governing body of the City, is authorized by the Local Development Act to create a tax increment district to further the public purpose of economic development within the corporate boundaries of the City; and

WHEREAS, to assist the Council of the City in considering the creation of a tax increment district, the Local Development Act requires that the governing body of the City appoint a review committee to review and make recommendations and findings concerning the proposed district; and

WHEREAS, in order to meet the requirements of the Local Development Act, the Council hereby finds it desirable to establish said review committee by resolution and to specify therein the procedures for determining its membership and its manner of operation.

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

SECTION 1. Declaring the Intent of the City Council of the City to Consider the Designation of a Portion of the City As a “Tax Increment District” Pursuant to Oklahoma Law. The City Council hereby finds that there exists within the incorporated areas of the City an area which may require public improvements: (i) to reverse economic stagnation or decline; (ii) to

serve as a catalyst for retaining or expanding employment; (iii) to attract major investment in the area; and/or (iv) to preserve or enhance the tax base of such area. Accordingly, the City Council hereby states its intention to consider the designation of such area as a “tax increment district”, pursuant to the provisions of the Local Development Act.

SECTION 2. Creation of the Midwest City Local Development Act Review Committee. There is hereby created a committee to be known as the “Midwest City Local Development Act Review Committee” (hereinafter, the “Review Committee”), which committee is authorized to exercise, on behalf of the City, those powers and duties specified in the Local Development Act.

SECTION 3. Determining Membership of the Review Committee. The Review Committee shall be composed of those persons duly appointed as set forth herein, as representatives of the following entities:

- (i) A representative of the Council of the City;
- (ii) A representative of the Planning Commission for the City;
- (iii) A representative of each taxing jurisdiction within the City in which all or a portion of any such tax incentive or tax increment district might be located, specifically:
 - (a) Oklahoma County, Oklahoma;
 - (b) Oklahoma City/County Health Department;
 - (c) Elementary School District Number 74, Oklahoma County, Oklahoma (“Crutcho School District”);
 - (d) Independent School District Number 89, Oklahoma County, Oklahoma (“Oklahoma City School District”);
 - (e) Rose State College District (“Rose State”);
 - (f) Metropolitan Library System of Oklahoma County (“Metropolitan Library System”);
 - (g) Vocational-Technical School District Number 22, Oklahoma County, Oklahoma (“Metro Technology Center District”)

and

- (iv) Three members representing the public-at-large.

In the event that provisions of the Local Development Act relating to the composition of review committees are hereafter amended to alter the composition of such committees, the provisions of this resolution shall be deemed amended to the extent necessary to comply with state law.

SECTION 4. Designating Manner and Term of Appointment of Committee Members. The members of the Review Committee shall be selected in the following manner for the period or term set forth herein:

1. Governing Body Representative: The Council of the City shall select one of its members to serve as the representative of the governing body of the City on the Review Committee. Such person shall serve as a member of the Review Committee until he or she resigns, dies or ceases to be a member of the Council or until such time as a new representative is selected by the Council.

2. Planning Commission Representative: The Mayor of the City shall nominate a current member of the Planning Commission of the City to serve, with the approval of the Council, as the representative of the planning commission on the Review Committee. Such person shall serve as a member of the Review Committee until he or she resigns, dies or ceases to be a member of such commission, or until such time as a new representative is nominated by the Mayor and approved by the Council.

3. Taxing Jurisdiction Representatives: The Mayor of the City shall request that the governing bodies of each of the taxing jurisdictions listed in clause (iii) of Section 3 hereof nominate a person (who may or may not serve on the governing body of such taxing jurisdiction) to serve as that taxing jurisdiction's representative on the Review Committee. Persons so appointed as representatives of any taxing jurisdiction shall serve for a term of one year from the date of their appointment; provided, however, that, notwithstanding the expiration of such person's term of office, such representative shall continue to serve until such time as a successor has been selected and qualified. Upon the expiration of any term of office or the occurrence of any vacancy in such position, the City shall request that the governing body of the vacating member's taxing jurisdiction nominate a person to serve as a representative on the Review Committee.

4. Public Representatives. At the first meeting following formation of the Review Committee, the Review Committee shall select three persons to represent the public-at-large from a list of seven persons submitted by the Chairman of the Review Committee. The persons so selected by the other members of the Review Committee shall serve for a term of one year from the date of their approval by the Review Committee; provided, however, that, notwithstanding the expiration of such person's term of office, such representative shall continue to serve until such time as a successor has been selected and qualified. Upon the expiration of the term of office or the occurrence of any vacancy, the Chairman of the Review Committee shall submit a list of seven candidates to the Review Committee at which time the Review Committee shall select a replacement for each vacant position.

SECTION 5. Providing for Meetings of the Review Committee. Meetings of the Review Committee shall be subject to the Open Meeting Act, Title 25, Sections 301 *et seq.* of the Oklahoma Statutes, as amended, and the Open Records Act, Title 51, Sections 24A.1 *et seq.* of the Oklahoma Statutes, as amended. Any information relating to the marketing plans, financial statements, trade secrets or any other proprietary information submitted to the Committee by a person or entity seeking adoption and approval of a proposed district, plan, or project may be kept confidential to the extent allowed by law. Executive sessions may be held to discuss such information if deemed necessary by the Committee to the extent allowed by law.

SECTION 6. Establishing Officers. The representative of the Council of the City shall serve as Chairman of the Review Committee and shall preside at all meetings and perform such other duties as may be assigned by the Review Committee. The committee members may also select one or more of their members to be Vice-Chairman who shall act in the place of the Chairman during his or her absence or incapacity to act. The committee members shall also select a person to serve as Secretary of the Review Committee, which person may or may not be a member of the Review Committee.

SECTION 7. Determining Voting Rights and Quorum. All members of the Review Committee shall be entitled to fully participate in all meetings of the Review Committee and to cast one vote on any matter coming before the Review Committee for consideration; provided, however, that no representative of any taxing jurisdiction shall be entitled to cast a vote with regard to any finding or recommendation relating to a tax increment district unless some portion of such district is located within the boundaries of the represented taxing jurisdiction. All actions by the Review Committee pursuant to the provisions of this resolution shall be approved by the affirmative vote of a majority of the committee members entitled to vote under the provisions of this resolution. A majority of the appointed members of the Review Committee, present in person, shall constitute a quorum for meetings of the Review Committee.

SECTION 8. Directing the Review Committee to Consider Proposed Project Plans and Make Any Findings and Recommendations Required By Law. The Review Committee shall act in an advisory capacity to the Council as authorized by the Local Development Act and shall consider and make its findings and recommendations to the Council with respect to the conditions establishing the eligibility of the proposed district and the appropriateness of the approval of any proposed project plans hereinafter referred to it by the Council. The Review Committee shall also consider and determine whether any such proposed project plan will have a financial impact on any taxing jurisdiction within the proposed district and shall report its findings to the Council of the City. The Review Committee shall also recommend that the proposed district and project plan be approved, denied, or approved subject to conditions set forth by the Review Committee. In making such a recommendation, the Review Committee shall consider and determine whether the proposed plan or project will have a financial impact on any taxing jurisdiction within the proposed district and shall report its findings to the Council.

SECTION 9. Directing the Midwest City Planning Commission to Consider the Proposed Project Plans and Make Any Recommendations Required Law. The Planning Commission of the City is also hereby authorized and directed to consider the proposed Project Plan following the consideration of such plan by the Review Committee and to make any recommendations to the Council as may be required by the Local Development Act.

SECTION 10. Authorizing City Manager to Take Additional Action. The Council hereby authorizes the City Manager of the City to authorize the officers and staff of, and counsel to, the City to do all things necessary or convenient to carry out the purposes of this resolution, including, without limitation, to prepare and submit a proposed Project Plan to the Review Committee, and to conduct such public hearings and to give such notices as may be required by law.

PASSED AND APPROVED BY THE City Council of the City of Midwest City, Oklahoma, this ____ day of December, 2021.

CITY OF MIDWEST CITY

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this ____ day of December, 2021.

DON MAISCH, City Attorney



Economic Development Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office: (405) 739-1218

MEMORANDUM

To: Honorable Mayor and Midwest City Council

From: Robert Coleman, Director of Economic Development

Date: December 14, 2021

Subject: Appointment of a City Council member to serve as Chairman of the Local Development Review Committee.

Oklahoma State Statutes (O.S. § 62-855) require the governing body to appoint a committee to review and make recommendations concerning any proposed Tax Increment Finance District, project plan or project. One member must represent the governing body of the jurisdiction having authority, and he/she shall serve as chairperson. Vice-Mayor Pat Byrne formerly served in this capacity when Midwest City TIF District #2 was started in 2017.

Meeting schedules are yet to be determined, but they will likely occur Thursday afternoons in January and/or February and March.

Please contact my office with any question.

Respectfully,

A handwritten signature in black ink that reads "Robert Coleman".

Robert Coleman
Director of Economic Development



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: Honorable Mayor and 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 2, Administration, Article X, Payment of Municipal Obligations, Section 2-143, Authority to institute legal action and settle claims; and providing for a repealer, severability and an effective date of January 15, 2022.

Date: December 14, 2021

The proposed amendment to Chapter 2 Administration, updates the language in Section 2-143 to keep the ordinance in line with changes made by the City Council concerning when the City Manager can approve and execute contracts. The changes to Section 2-143 increases the amount the City Manager can settle a case from \$12,500.00 to \$50,000.00. The City Council, in 2021 adopted changes to city ordinances allowing the City Manager to execute and approve contracts of up to \$50,000.00.

Approval is at the pleasure of the City Council.

Respectfully submitted,

Donald D. Maisch
City Attorney

1 ATTEST:

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SARA HANCOCK, City Clerk

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

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DONALD D. MAISCH, City Attorney

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SARA HANCOCK, City Clerk

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

DONALD D. MAISCH, City Attorney



NEW BUSINESS/
PUBLIC DISCUSSION





FURTHER INFORMATION



MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

October 5, 2021 - 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 October 5, 2021 at 6:00 p.m., with the following members present:

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

Commissioners absent: Dean Hinton

Staff present: Billy Harless, Community Development Director
 Kellie Gilles, Current Planning Manager
 Brandon Bundy, City Engineer
 Petya Stefanoff, Comprehensive Planner

A. CALL TO ORDER

The meeting was called to order by Chairperson R. Smith at 6:03 p.m.

B. MINUTES

1. A motion was made by Dawkins, seconded by Huskey, to approve the minutes of the September 7, 2021 Planning Commission meeting as presented. Voting aye: Huskey, R. Smith, Dawkins, Collins, J. Smith and Campbell. Nay: none. Motion carried.

C. NEW MATTERS

1. (PC-2090) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from C-3, Community Commercial and to R-HD, High Density Residential, for the property described as a part of the SW/4 of Section 12, T-11-N, R-2-W, located at 2500 S. Douglas Blvd.

No action was taken on this item per an email request from the applicant.

2. (PC-2092) Discussion and consideration for adoption, including any possible amendment of the Replat of Lot 14, Block 5 of the Pointon City Addition, described as a part of the NE/4 of Section 6, T11N, R1W and addressed as 10305 St. Patrick Drive.

The applicant, Robert Smith of 10210 St. Patrick, Midwest City, was present. There was general discussion. A motion was made by Collins, seconded by Campbell to recommend approval of this item subject to staff comments. Voting aye: R. Smith, Huskey, Collins, J. Smith, Campbell and Dawkins. Voting nay: none. Motion carried.

3. (PC-2093) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from R-6, Single Family Detached Residential to C-3, Community Commercial, and a resolution to amend the Comprehensive Plan from OR, Office/Retail to COMM, Commercial, for the property described as Lots 1-4 of the Poling Addition, addressed as 10012 E. Reno Ave.

The applicant, Nick Halfhill of 1 Convenience Blvd., Ames, IA, was present. There was general discussion. Staff distributed a revised set of elevations and a revised site plan. A motion was made by Dawkins, seconded by Campbell to recommend approval of this item. Voting aye: R. Smith, Huskey, Collins, J. Smith, Campbell and Dawkins. Voting nay: none. Motion carried.

* The applicant for PC-2094 was not present. Chairman R. Smith stated that PC-2094 would be moved to the end of the agenda.

4. (PC-2095) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from R-2F, Two-Family Attached Residential District to SPUD, Simplified Planned Unit Development, governed by the R-MD, Medium Density Residential District and a resolution to amend the Comprehensive Plan from PSP, Public/Semi-Public to MDR, Medium Density Residential, for the property described as Lot 20, Block 5 of the Country Estate Second Addition, addressed as 521 Babb Dr.

The applicant, Jeff Johnson of 5 NE 3rd, OKC, was present. There was general discussion. A motion was made by Huskey, seconded by Collins to recommend approval of this item including the requested variances, subject to staff comments. Voting aye: R. Smith, Huskey, Collins, J. Smith, Campbell and Dawkins. Voting nay: none. Motion carried.

5. (PC-2096) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from R-6, Single Family Residential to SPUD, Simplified Planned Unit Development, governed by the R-2F, Two-Family Attached Residential District subject to staff comments, for the property described as Lot 20, Block 5 of the Pine Addition, addressed as 219 E Jacobs Dr.

The applicant, Jeff Johnson of 5 NE 3rd, OKC, was present. There was general discussion. A motion was made by Collins, seconded by Dawkins to recommend approval of this item. Voting aye: R. Smith, Huskey, Collins, J. Smith, Campbell and Dawkins. Voting nay: none. Motion carried.

6. (PC-2097) Discussion and consideration for adoption, including any possible amendment of approval of the Final Plat of Freedom Villas, described as a part of the SE/4 of Section 35, T12N, R2W.

The applicant, Mark Grubbs of 1800 Sara Rd., Yukon, was present. There was general discussion. A motion was made by Huskey, seconded by J. Smith to recommend approval of this item subject to staff comments. Voting aye: R. Smith, Huskey, Collins, J. Smith, Campbell and Dawkins. Voting nay: none. Motion carried.

7. (PC-2098) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from C-1, Restricted Commercial to PUD, Planned Unit Development, governed by the C-1, Restricted Commercial and R-6, Single Family Detached Residential districts, and a resolution to amend the Comprehensive Plan from PSP, Public/Semi-Public to COM, Commercial and LDR, Low Density Residential, subject to staff comments, for the property described as a part of the SW/4 of Section 36, T12N, R2W, addressed as 9035 E. Reno Ave..

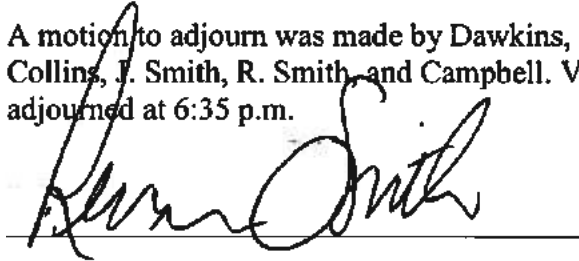
The applicant, Bonnie Patterson of 1108 Huntington Ave., OKC, was present. There was general discussion. A motion was made by Dawkins, seconded by Huskey to recommend approval of this item subject to staff comments. Voting aye: R. Smith, Huskey, Collins, J. Smith, Campbell and Dawkins. Voting nay: none. Motion carried.

8. (PC-2094) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to amend the Soldier Creek Industrial Park (SCIP) Planned Unit Development governed by the C-4, General Commercial district and I-2, Moderate Industrial district for the property described as a part of the N/2 of Section 27, T-12-N, R-2-W, of the Indian Meridian, Oklahoma County, OK.

Chairman R. Smith stated this item would be heard without the applicant present. There was general discussion. Jimmy Woodard of 7845 NE 18th addressed the Commission. A motion was made by Collins, seconded by Huskey to recommend approval of this item. Voting aye: R. Smith, Huskey, Collins, J. Smith, Campbell and Dawkins. Voting nay: none. Motion carried.

- D. COMMISSION DISCUSSION:** None.
- E. PUBLIC DISCUSSION:** None.
- F. FURTHER INFORMATION:** None.
- G. ADJOURNMENT**

A motion to adjourn was made by Dawkins, Seconded by Collins. Voting aye: Huskey, Dawkins, Collins, J. Smith, R. Smith, and Campbell. Voting nay: none. Motion carried. The meeting adjourned at 6:35 p.m.



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

(KG)



The City of

MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT

To: Honorable Mayor and Council

From: Billy Harless, Community Development Director

Date: Tuesday, January 25, 2022

Subject: Monthly Residential and Commercial Building report for November 2021

Commercial new and remodeling permits are still coming in strong. We had a lot of new residential for all types, single and multi family.

Billy Harless, AICP

Community Development Director

BH:ad



The City of Midwest City
Community Development Department
 100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits Summary - Issued 11/1/2021 to 11/30/2021

Building - Commercial & Industrial

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
1	Com Demolition Permit	\$30,000.00
1	Com Driveway Permit	
17	Com General Electrical Permit	
5	Com General Mechanical Permit	
7	Com General Plumbing Permit	
4	Com New Const Bldg Permit	\$1,300,000.00
3	Com New Const Mechanical Permit	
3	Com New Const Plumbing Permit	
9	Com Remodel Bldg Permit	\$2,148,561.00
5	Com Sign Permit	\$24,700.00
Total Value of Building - Commercial & Industrial:		3,503,261.00

Building - Residential

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
7	Res Accessory Bldg Permit	\$134,966.98
7	Res Driveway Permit	
2	Res Duplex New Const Bldg Permit	\$492,000.00
4	Res Fence Permit	\$28,810.00
29	Res General Electrical Permit	
19	Res General Mechanical Permit	
62	Res General Plumbing Permit	
2	Res Multi-Fam New Const Bldg Permit	\$2,800,000.00
8	Res Multi-Fam Remodel Bldg Permit	\$540,000.00
14	Res New Const Electrical Permit	
9	Res New Const Mechanical Permit	
14	Res New Const Plumbing Permit	
15	Res Roofing Permit	\$138,100.00
10	Res Single-Fam New Const Bldg Permit	\$2,134,579.00
4	Res Single-Fam Remodel Building Permit	\$143,000.00
4	Res Storm Shelter Permit	\$26,000.00
3	Res Swimming Pool / Hot Tub Permit	\$242,500.00
Total Value of Building - Residential:		6,679,955.98

Grand Total: \$10,183,216.98



The City of Midwest City

Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits by Type - Issued 11/1/2021 to 11/30/2021

Building - Commercial & Industrial

Com Demolition Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/19/21	208 S DOUGLAS BLVD, 73130	ALLIANCE PROPERTY DEVELOPMENT	B-21-1766	\$30,000.00

\$30,000.00

Com Driveway Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/9/21	6700 E RENO AVE, 73110	KIBERA CONCRETE LLC	B-21-2474	

Com New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/9/21	5908 SE 15TH ST, 73110	Pearl Vision	B-21-1820	\$175,000.00
11/9/21	5914 SE 15TH ST, OK, 73110	L + P ARCHITECTURE	B-21-1691	\$175,000.00
11/16/21	8000 E RENO AVE, 73110	DEACO GROUP	B-21-0377	\$750,000.00
11/22/21	5906 SE 15TH ST, MIDWEST CITY, OK, 0	Carlos Castillo	B-21-1942	\$200,000.00

\$1,300,000.00

Com Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/1/21	1622 S POST RD, 73130	WHERRELL, JANA	B-21-1632	
11/2/21	6600 E RENO AVE, 73110	Jason Manson	B-21-1730	\$190,000.00
11/3/21	9535 NE 10TH ST, 73130	JOHNSON, RODNEY	B-21-0637	\$20,000.00
11/3/21	9401 E RENO AVE, 73130	Steve Collins	B-21-1894	\$4,478.00
11/9/21	6951 SE 15TH ST, 73110	JACKNEWITZ, ROB	B-21-0676	\$1,928,583.00
11/17/21	2113 S AIR DEPOT BLVD, 73110	JOHNSON, DWAYNE	B-21-2521	\$5,500.00
11/29/21	351 N AIR DEPOT BLVD, DD, 73110	STEPHANIE PRICE	B-21-2359	\$10,000.00
11/30/21	2401 S POST RD, 73130	SULLIVAN, VAUGHN	B-21-2300	\$80,000.00
11/30/21	6521 SE 29TH ST, 73110	PB2 ARCHITECTURE & ENGINEERING	B-21-1362	\$20,000.00

\$2,258,561.00

Com Sign Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/8/21	7181 SE 29TH ST, MWC, OK, 73110	Bruce Edwards	B-21-1872	\$5,800.00
11/8/21	7181 SE 29TH ST, MWC, OK, 73110	Bruce Edwards	B-21-1875	\$4,000.00
11/8/21	7181 SE 29TH ST, MWC, OK, 73110	Bruce Edwards	B-21-1987	\$900.00
11/8/21	7181 SE 29TH ST, MWC, OK, 73110	Bruce Edwards	B-21-1874	\$8,500.00
11/8/21	7181 SE 29TH ST, MWC, OK, 73110	Bruce Edwards	B-21-1876	\$5,500.00

\$24,700.00

Building - Residential

Res Accessory Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
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11/3/21	816 S WESTMINSTER RD, 73130	WRIGHT, JOSHUA	B-21-2409	\$50,000.00
11/9/21	10821 SE 29TH ST, 73130	GREAT PLAINS	B-21-2250	\$65,000.00
11/17/21	5816 SE 10TH ST, MWC, OK, 73110	Michael Booth	B-21-2473	\$2,241.73
11/17/21	1016 ARTHUR DR, 73110	HILL, WALTER	B-21-2533	\$3,000.00
11/22/21	920 BOYKIN DR, MWC, OK, 73110	Elliott Tice	B-21-2517	\$9,725.25
11/22/21	1202 THREE OAKS CIR, 73130	Pat Byrne	B-21-2647	
11/24/21	212 E MARSHALL DR, 73110	Silviano Hernandez	B-21-2524	\$5,000.00

\$134,966.98

Res Driveway Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/3/21	3217 ROLLING LN, 73110	HDZ CONCRETE DESIGN	B-21-2416	
11/4/21	10497 TURTLE BACK DR, 73130	MARRUFO CONCRETE	B-21-2426	
11/4/21	10505 TURTLE BACK DR, 73130	MARRUFO CONCRETE	B-21-2429	
11/5/21	13247 SAWTOOTH OAK RD, 73020	RAYOS CONCRETE	B-21-2452	
11/5/21	2512 POST OAK RD, 73020	RAYOS CONCRETE	B-21-2332	
11/8/21	13243 SAWTOOTH OAK RD, 73020	RAYOS CONCRETE	B-21-2472	
11/17/21	1705 SERENADE DR, 73130	FITZS WELDING & CONSTRUCTION	B-21-2575	

Res Duplex New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/17/21	9070 NE 13TH ST, UNIT 1 & 2 73130	Adam Stephens	B-21-2169	\$246,000.00
11/17/21	9070 NE 13TH ST, UNIT 3 & 4 , 73130	Adam Stephens	B-21-2170	\$246,000.00

\$492,000.00

Res Fence Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/17/21	9070 NE 13TH ST, 73130	Adam Stephens	B-21-2297	\$15,000.00
11/18/21	12702 FOREST TERR, 73020	Kyle Croak	B-21-2525	\$11,210.00
11/19/21	10512 BELLVIEW DR, 73130	ALPHA CONSTRUCTION & DESIGN LLC	B-21-2637	\$2,100.00
11/23/21	2705 SHADY NOOK WAY, 73141	SONIA	B-21-2653	\$500.00

\$28,810.00

Res General Electrical Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/3/21	10824 TURTLE BACK DR, 73130	MOYER, SHAWN LEROY	B-21-2418	
11/24/21	1305 WOODBRIAR LN, 73110	ADMIRE, LARRY OWEN	B-21-2668	

Res General Plumbing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/10/21	1400 LLOYD DR, 73130	PETTIT, PATRICIA R	B-21-2499	
11/15/21	1108 SYCAMORE DR, 73110	SINGLETON, GABRIAL LEE	B-21-2497	
11/23/21	221 E MYRTLE DR, 73110	WATSON JAMES M	B-21-2658	
11/30/21	3401 MEADOWBROOK DR, 73110	STANLEY, BRANDON W	B-21-2694	

Res Multi-Fam New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/2/21	1683 MIDTOWN PL, 73130	JLOU PROPERTIES LLC	B-21-2402	\$1,400,000.00
11/2/21	1677 MIDTOWN PL, 73130	JLOU PROPERTIES LLC	B-21-2403	\$1,400,000.00

\$2,800,000.00

Res Multi-Fam Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/3/21	6000 E RENO AVE, 1504, 73110	TRADITION CONSTRUCTION	B-21-0984	\$67,500.00

11/3/21	6000 E RENO AVE, 1502, 73110	TRADITION CONSTRUCTION	B-21-0981	\$67,500.00
11/3/21	6000 E RENO AVE, 1513, 73110	TRADITION CONSTRUCTION	B-21-0985	\$67,500.00
11/3/21	6000 E RENO AVE, 1514, 73110	TRADITION CONSTRUCTION	B-21-0986	\$67,500.00
11/3/21	6000 E RENO AVE, 1516, 73110	TRADITION CONSTRUCTION	B-21-0987	\$67,500.00
11/3/21	6000 E RENO AVE, 1503, 73110	TRADITION CONSTRUCTION	B-21-0982	\$67,500.00
11/5/21	6000 E RENO AVE, 1515, 73110	TRADITION CONSTRUCTION	B-21-0989	\$67,500.00
11/5/21	6000 E RENO AVE, 1501, 73110	TRADITION CONSTRUCTION	B-21-0988	\$67,500.00

\$540,000.00

Res Roofing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/1/21	9615 NE 3RD PL, 73130	ECLIPSE ROOFING & CONSTRUCTION	B-21-2394	\$8,000.00
11/9/21	3104 N IDYLWILD DR, 73110	MAUPIN ROOFING & CONSTRUCTION	B-21-2486	
11/15/21	9640 RAIL RD, 73130	MONROE HOLFORD ROOFING	B-21-2530	\$20,000.00
11/15/21	11000 FRIENDLY LN, 73130	EMERGE CONSTRUCTION	B-21-2532	
11/18/21	1355 TINA DR, 73110	TWIN ROOFING	B-21-2584	\$9,500.00
11/18/21	3225 HILLTOP RD	TWIN ROOFING	B-21-2585	\$20,000.00
11/18/21	1700 WARREN DR, 73110	ABODE ROOFING	B-21-2596	\$11,000.00
11/18/21	1702 WARREN DR, 73110	ABODE ROOFING	B-21-2597	\$11,000.00
11/18/21	1704 WARREN DR, 73110	ABODE ROOFING	B-21-2598	\$11,000.00
11/18/21	1706 WARREN DR, 73110	ABODE ROOFING	B-21-2600	\$11,000.00
11/18/21	1708 WARREN DR, 73110	ABODE ROOFING	B-21-2601	
11/18/21	1710 WARREN DR, 73110	ABODE ROOFING	B-21-2602	\$11,000.00
11/19/21	209 E RANDALL DR, 73110	J & M ROOFING & SUPPLY CO	B-21-2632	\$8,000.00
11/29/21	112 W MICHAEL DR, 73110	PARKER BROTHERS ROOFING	B-21-2675	\$8,000.00
11/30/21	1025 W SILVER MEADOW DR, 73110	PARKER BROTHERS ROOFING	B-21-2703	\$9,600.00

\$138,100.00

Res Single-Fam New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/3/21	1400 N POST RD, 73130	HOOPER, STEVE & CONNIE	B-21-2282	\$40,000.00
11/4/21	10215 E RENO AVE, 73130	Handmade Homes, LLC	B-21-1185	\$400,000.00
11/8/21	13263 SAWTOOTH OAK RD, 73020	Melissa Mallory	B-21-0096	\$148,000.00
11/8/21	1011 CALDWELL DR, 73130	AVALON Homes	B-21-2005	\$487,065.00
11/15/21	11760 E ROBIN RD, MIDWEST CITY, OK, 0	Lesley Marler	B-21-1397	\$176,500.00
11/16/21	10505 TURTLE BACK DR, 73130	HOME CREATIONS	B-21-0170	\$131,436.00
11/16/21	10501 TURTLE BACK DR, 73130	HOME CREATIONS	B-21-0169	\$141,573.00
11/16/21	10497 TURTLE BACK DR, 73130	HOME CREATIONS	B-21-0168	\$132,005.00
11/19/21	2584 FOREST GLEN DR, 73020	SWM & SONS INC	B-21-0054	\$328,000.00
11/22/21	2520 S MIDWEST BLVD, 73110	Robert Smith	B-21-2413	\$150,000.00

\$2,134,579.00

Res Single-Fam Remodel Building Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/3/21	2437 SANDRA DR, MWC, OK, 73110	Brighton Godwin	B-21-2278	\$25,000.00
11/12/21	9400 NE 11TH ST, 73130	WILSON, ETHAN	B-21-1304	\$79,000.00
11/24/21	328 W COE DR, 73110	KRONES, HARVEY	B-21-2654	\$15,000.00
11/24/21	10328 SE 14TH ST, 73130	Jacob McCoy	B-21-2564	\$24,000.00

\$143,000.00

Res Storm Shelter Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/9/21	809 HALLOW OAK CT, 73130	HALE, BRENT	B-21-2344	\$3,000.00
11/9/21	10821 SE 29TH ST, 73130	GREAT PLAINS	B-21-2251	\$16,000.00
11/10/21	13145 RED OAK DR, 73020	Karen Johnson	B-21-2469	\$2,500.00

11/24/21 1025 W PEEBLY DR, MWC, OK, Victoria Maxwell B-21-2639 \$4,500.00
73110

\$26,000.00

Res Swimming Pool / Hot Tub Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/10/21	12610 FOREST RIDGE DR, 73020	The Pool Brothers	B-21-2485	\$70,000.00
11/29/21	9617 WILLOW WIND DR, 73130	ROCK CREEK POOLS	B-21-2368	\$72,500.00
11/29/21	12807 GLEN AEIRE RD, 73020	Ace Pools	B-21-2507	\$100,000.00

\$242,500.00

Grand Total: \$10,293,216.98



The City of Midwest City Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Inspections Summary - Inspected 11/1/2021 to 11/30/2021

<u>Inspection Description</u>	<u>Count</u>
Accessory Bldg Inspection	1
Buildings - CO Inspection & Sign Off	16
Com Building Final Inspection	6
Com Building Final Reinspection	1
Com Drainage 1 Inspection	2
Com Drainage1 Inspection	1
Com Drainage2 Inspection	3
Com Drainage3 Inspection	3
Com Drainage4 Inspection	3
Com Drainage5 Inspection	4
Com Duct Smoke Detector Retest/Reinspection	2
Com Duct Smoke Detector Test/Inspection	6
Com Electrical Ceiling Inspection	1
Com Electrical Ceiling Reinspection	1
Com Electrical Final Inspection	14
Com Electrical Final Reinspection	7
Com Electrical Rough-in Inspection	3
Com Electrical Service Inspection	7
Com Framing Inspection	4
Com Framing Reinspection	1
Com Gas Meter Inspection	1
Com Gas Piping Inspection	2
Com Grease Trap Final Inspection	1
Com Grease Trap Rough Reinspection	1
Com Light Test Inspection	1
Com Mechanical Ceiling Inspection	2
Com Mechanical Final Inspection	1
Com Mechanical Rough-in Inspection	1
Com Mechanical Rough-in Reinspection	1
Com Miscellaneous Plumbing Inspection	1
Com Plumbing Final Inspection	4
Com Plumbing Final Reinspection	2
Com Plumbing Ground Inspection	3
Com Plumbing Ground Reinspection	2
Com Plumbing Rough-in Inspection	3
Com Sewer Service Inspection	2
Com Vent Hood & Light Test Final Inspection	1
Com Water Service Line Inspection	1
Commercial Meter Tap Reinspection	3
County Health - CO Inspection & Sign Off	4
Electrical Generator Inspection	4
Fire - CO Inspection & Sign Off	14
Fire - CO Reinspection & Sign Off	1
General Inspection	2
Hot Water Tank Inspection	7
Hot Water Tank Reinspection	1

Irrigation System Inspection	4
Irrigation System Reinspection	1
Mechanical Change Out Inspection	13
Mechanical Change Out Reinspection	1
OMMA CC Inspection - Buildings	3
OMMA CC Inspection - ComDev Utilities	1
OMMA CC Inspection - Fire	3
OMMA CC Inspection - Planning	3
Planning - CO Inspection & Sign Off	16
Pre-Con Site Inspection/Meeting	6
Res Building Final Inspection	11
Res Drainage1 Inspection	1
Res Drainage2 Inspection	1
Res Drainage3 Inspection	1
Res Drainage4 Inspection	1
Res Drainage5 Inspection	1
Res Driveway Inspection	11
Res Driveway Reinspection	1
Res Electrical Final Inspection	2
Res Electrical Final Reinspection	1
Res Electrical Pool Bonding Inspection	1
Res Electrical Rough-in Inspection	11
Res Electrical Rough-in Reinspection	7
Res Electrical Service Inspection	28
Res Electrical Service Reinspection	7
Res Fence Inspection	4
Res Footing & Building Setback Inspection	11
Res Footing & Building Setback Reinspection	2
Res Framing Inspection	8
Res Framing Reinspection	2
Res Gas Meter Inspection	9
Res Gas Piping Inspection	27
Res Gas Piping Reinspection	3
Res Insulation Inspection	6
Res Mechanical Final Inspection	4
Res Mechanical Final Reinspection	1
Res Mechanical Rough-in Inspection	10
Res Mechanical Rough-in Reinspection	3
Res Plumbing Final Inspection	2
Res Plumbing Final Reinspection	1
Res Plumbing Ground Inspection	6
Res Plumbing Rough-in Inspection	12
Res Plumbing Rough-in Reinspection	3
Res Retaining Wall Final Inspection	1
Res Retaining Wall Inspection	2
Res Sewer Service Inspection	9
Res Sewer Service Reinspection	1
Res Storm Shelter Inspection	4
Res Temporary Electrical Pole Inspection	7
Res Temporary Electrical Pole Reinspection	2
Res Termite Inspection	1
Res Water Service Line Inspection	14
Residential Meter Tap Inspection	1
Sewer Cap Inspection	2
Sign Inspection	1
Utilities - CO Inspection & Sign Off	5



The City of

MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT

To: Honorable Mayor and Council

From: Billy Harless, Community Development Director

Date: Tuesday, December 14, 2021

Subject: Monthly Residential and Commercial Building report for October 2021

Commercial New Construction Permits were up this month. We are still seeing a lot of New Home Construction.

Billy Harless, AICP

Community Development Director

BH:ad



The City of Midwest City Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits Summary - Issued 10/1/2021 to 10/31/2021

Building - Commercial & Industrial

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
1	Cell Tower Modification Bldg Permit	\$0.00
1	Com Accessory Bldg Permit	\$29,000.00
1	Com Addition Bldg Permit	\$300,000.00
1	Com Driveway Permit	
1	Com Fence Permit	\$3,275.00
4	Com General Electrical Permit	
11	Com General Mechanical Permit	
9	Com General Plumbing Permit	
4	Com New Const Bldg Permit	\$3,295,000.00
2	Com New Const Electrical Permit	
1	Com New Const Mechanical Permit	
6	Com Remodel Bldg Permit	\$407,654.00
7	Com Sign Permit	\$24,995.00
Total Value of Building - Commercial & Industrial:		4,059,924.00

Building - Residential

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
9	Res Accessory Bldg Permit	\$83,100.00
3	Res Carport Permit	\$4,400.00
9	Res Driveway Permit	
5	Res Fence Permit	\$11,600.00
39	Res General Electrical Permit	
19	Res General Mechanical Permit	
62	Res General Plumbing Permit	
1	Res Multi-Fam Remodel Bldg Permit	\$28,000.00
7	Res New Const Electrical Permit	
11	Res New Const Mechanical Permit	
9	Res New Const Plumbing Permit	
1	Res Patio Cover Permit	\$2,500.00
13	Res Roofing Permit	\$118,700.00
2	Res Single-Fam Addition Bldg Permit	\$44,577.00
14	Res Single-Fam New Const Bldg Permit	\$2,641,552.00
7	Res Single-Fam Remodel Building Permit	\$279,800.00
2	Res Storm Shelter Permit	\$5,300.00
4	Res Swimming Pool / Hot Tub Permit	\$304,946.00
Total Value of Building - Residential:		3,524,475.00

Grand Total: \$7,584,399.00



The City of Midwest City Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits by Type - Issued 10/1/2021 to 10/31/2021

Building - Commercial & Industrial

Cell Tower Modification Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/18/21	6601 TINKER DIAGONAL, MWC, OK, 73110	Verizon Wireless c/o SMJ International	B-21-1735	\$0.00
10/18/21	6601 TINKER DIAGONAL, MWC, OK, 73110	Jaime Ponder	B-21-1735	\$0.00
				\$0.00

Com Accessory Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/22/21	2816 WOODCREST DR, 73110	MEADOWOOD BAPTIST CHURCH	B-21-1234	\$29,000.00
				\$29,000.00

Com Addition Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/22/21	2816 WOODCREST DR, 73110	Jeff Johnson	B-21-1836	\$300,000.00
				\$300,000.00

Com Driveway Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/11/21	8306 NE 10TH ST, 73110	BARCENAS CONCRETE	B-21-2234	

Com Fence Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/28/21	351 N AIR DEPOT BLVD, DD, 73110	STEPHANIE PRICE	B-21-2360	\$3,275.00
				\$3,275.00

Com General Electrical Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/29/21	2722 S MIDWEST BLVD, 73110	WILLIAMSON, JASON	B-21-2385	

Com New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/1/21	7607 E RENO AVE, OK, 73110	MASONER, BRIAN	B-21-1236	\$1,700,000.00
10/5/21	5900 SE 15TH ST, 73110	COFFEY, JULIE	B-21-2031	\$350,000.00
10/14/21	2590 S AIR DEPOT BLVD, 73110	SAVORY DEVELOPMENT	B-21-0106	\$495,000.00
10/25/21	5815 SE 15TH ST, 73110	TCS Construction	B-21-1688	\$750,000.00
				\$3,295,000.00

Com Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/8/21	1717 S AIR DEPOT BLVD, 73110	Laura Furr	B-21-1038	\$125,000.00
10/19/21	1105 N SOONER RD, 73121	STEWART, JUSTIN	B-21-1062	\$15,000.00

10/19/21	8121 NATIONAL AVE, 73110	LIMKE, ANDY	B-21-1124	\$91,000.00
10/25/21	2400 S AIR DEPOT BLVD, 73110	JONES, DAVID	B-21-2081	\$754.00
10/27/21	8851 E RENO AVE, 207, 73110	ChaQuita Anglin	B-21-2088	\$900.00
10/28/21	7211 SE 29TH ST	KRISTEN COOPER	B-21-0343	\$175,000.00
				\$407,654.00

Com Sign Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/6/21	5601 TINKER DIAGONAL, 73110	CLOVER SIGNS	B-21-2113	\$1,065.00
10/6/21	9001 SE 29TH ST	CLOVER SIGNS	B-21-2110	\$1,065.00
10/6/21	7001 SE 29TH ST, 73110	CLOVER SIGNS	B-21-2111	\$1,065.00
10/12/21	6600 E RENO AVE, MIDWEST CITY, OK, 0	Bruce Edwards	B-21-1857	\$9,500.00
10/15/21	1803 S AIR DEPOT BLVD, 73110	A MAX SIGNS	B-21-1898	\$4,500.00
10/28/21	101 N MIDWEST BLVD, 73110	Shaun Ladymon	B-21-2157	\$1,800.00
10/28/21	901 S AIR DEPOT BLVD, OK, 73110	Chad Bullock	B-21-1731	\$6,000.00
				\$24,995.00

Building - Residential

Res Accessory Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/1/21	918 HOLLY LN, 73110	LIGHT, MICHAEL	B-21-2156	\$200.00
10/7/21	3111 N GLENHAVEN DR, 73110	HULL, RON	B-21-2173	\$15,000.00
10/14/21	520 FOSTER PL, 73110	KAUL, DAVID	B-21-2257	\$5,400.00
10/18/21	808 OLD COLONY RD, MWC, OK, 73130	Darryl Snow	B-21-1984	\$3,000.00
10/18/21	1417 MARYDALE AVE, 73130	HAYES, BILLIE	B-21-2280	\$7,200.00
10/20/21	9521 NAWASSA DR, 73130	SCRIVNER, TERRY	B-21-2143	\$45,000.00
10/29/21	1901 HONEYSUCKLE LN, 73130	Gregory Ervin	B-21-2365	\$6,500.00
10/29/21	1112 BELL DR, 73110	Katherine Davis	B-21-2302	\$800.00
10/29/21	1120 LOFTIN DR, 73130	PUNG MICHAEL ALLEN	B-21-2252	
				\$83,100.00

Res Carport Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/6/21	308 E MARSHALL DR, 73110	ADEDUN, CHRISTINA	B-21-2184	
10/15/21	8824 NE 12TH ST, 73110	Roy Grayson	B-21-2275	
10/25/21	8813 CEDAR LN, 73110	Theresa Konfrst	B-21-2291	\$4,400.00
				\$4,400.00

Res Driveway Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/5/21	2584 FOREST GLEN DR, 73020	AM CONSTRUCTION	B-21-2190	
10/11/21	10501 TURTLE BACK DR, 73130	MARRUFO CONCRETE	B-21-2222	
10/12/21	1401 N POST RD, 73130	TERRY R	B-21-2238	
10/14/21	549 BABB DR, 73110	REJOICE PAV	B-21-2263	
10/15/21	9213 RHYTHM RD	CAPIROS CONCRETE	B-21-2276	
10/26/21	10800 SE 3RD ST, 73130	STEPHENS CONSTRUCTION	B-21-2346	
10/26/21	10906 BELLVIEW DR, 73130	MAGERS, CURTIS	B-21-2350	
10/28/21	2301 SANDRA DR, 73110	JEC ROOFING LLC	B-21-2380	
10/28/21	809 HAROLD DR, 73110	JEC ROOFING LLC	B-21-2381	

Res Fence Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/4/21	704 LLOYD AVE, MWC, OK, 73130	Katlyn Dibrell	B-21-2091	\$0.00
10/4/21	405 BETTY LN, 73110	SHAFER, HENRY	B-21-2163	\$1,000.00
10/6/21	1917 RULANE DR	BOGGS, JARROD	B-21-2189	\$600.00
10/14/21	1600 SANDRA DR, 73110	Kristi Stemper	B-21-2115	\$8,000.00

10/27/21	508 W RICKENBACKER DR, 73110	Maira Figueroa	B-21-2331	\$2,000.00
				\$11,600.00

Res General Electrical Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/15/21	11370 SE 28TH ST, 73130	ADMIRE, LARRY OWEN	B-21-2279	
10/22/21	1716 THOMPSON DR, 73110	BOYLES, AARON SHANE	B-21-2318	

Res General Plumbing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/4/21	10303 ST PATRICK DR, 73130	HOLMES, MANDY	B-21-2174	
10/4/21	10244 ST PATRICK DR, 73130	HOLMES, MANDY	B-21-2175	
10/12/21	257 E JARMAN DR, 73110	Michael Watson	B-21-2245	
10/20/21	11305 ROEFAN RD	BILLY CLAYTON	B-21-2313	

Res Multi-Fam Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/25/21	2121 N POST RD, 73141	Bill Butler	B-21-1394	\$28,000.00
				\$28,000.00

Res Patio Cover Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/11/21	525 E FAIRCHILD DR, 73110	CHOATE, TERESA	B-21-2018	\$2,500.00
				\$2,500.00

Res Roofing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/1/21	12413 CROYDON RD, 73130	ELLIOTT ROOFING	B-21-2151	
10/4/21	612 E STEED DR, 73110	OKLAHOMA ROOFING & CONSTR	B-21-2159	
10/4/21	608 FRIENDLY RD, 73130	OKLAHOMA ROOFING & CONSTR	B-21-2160	
10/7/21	412 BELL DR, 73110	Charles Tartaglione	B-21-1906	
10/8/21	10307 SE 14TH ST, 73130	MAUPIN ROOFING & CONSTRUCTION	B-21-2209	\$38,000.00
10/8/21	10705 TURTLEWOOD DR, 73130	PARKER BROTHERS ROOFING	B-21-2215	\$9,600.00
10/13/21	1609 MELODY DR, 73130	PARKER BROTHERS ROOFING	B-21-2258	\$13,400.00
10/14/21	617 N MEADOW LN, 73110	CANTRELL, TODD	B-21-2266	
10/14/21	1025 MEADOWVALE DR, 73110	PARKER BROTHERS ROOFING	B-21-2267	\$8,900.00
10/18/21	12436 JERSEY RD, 73130	MAUPIN ROOFING & CONSTRUCTION	B-21-2298	\$30,000.00
10/19/21	314 E STEED DR, 73110	JSD	B-21-2303	\$7,800.00
10/19/21	1213 TARA DR, 73130	PARKER BROTHERS ROOFING	B-21-2310	\$11,000.00
10/25/21	12400 GOLDSBOROUGH RD, 73130	SYCAMORE ROOFING	B-21-2338	
				\$118,700.00

Res Single-Fam Addition Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/8/21	11204 THAYER ST, 73130	TITUS, JENNIFER & DEREK	B-21-0283	\$19,000.00
10/26/21	6001 SE 11TH ST, MWC, OK, 73110	Christopher Thurmond	B-21-2312	\$25,577.00
				\$44,577.00



The City of Midwest City

Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Inspections Summary - Inspected 10/1/2021 to 10/31/2021

<u>Inspection Description</u>	<u>Count</u>
Accessory Bldg Inspection	2
Buildings - CO Inspection & Sign Off	7
Buildings - CO Reinspection & Sign Off	1
Com Building Final Inspection	5
Com Drainage 1 Inspection	1
Com Drainage2 Inspection	1
Com Drainage3 Inspection	1
Com Drainage4 Inspection	1
Com Drainage5 Inspection	1
Com Duct Smoke Detector Test/Inspection	5
Com Electrical Ceiling Inspection	4
Com Electrical Ceiling Reinspection	1
Com Electrical Final Inspection	6
Com Electrical Final Reinspection	2
Com Electrical Ground Inspection	2
Com Electrical Rough-in Inspection	3
Com Electrical Service Inspection	3
Com Electrical Wall Inspection	1
Com Footing & Building Setback Inspection	1
Com Framing Inspection	6
Com Framing Reinspection	1
Com Gas Piping Inspection	2
Com Grease Trap Final Inspection	1
Com Grease Trap Rough Inspection	1
Com Grease Trap Rough Reinspection	1
Com Mechanical Ceiling Inspection	3
Com Mechanical Final Inspection	5
Com Mechanical Final Reinspection	1
Com Mechanical Rough-in Inspection	4
Com Plumbing Final Inspection	4
Com Plumbing Ground Inspection	3
Com Plumbing Ground Reinspection	2
Com Plumbing Rough-in Inspection	5
Com Water Service Line Inspection	1
Commercial Meter Tap Inspection	3
County Health - CO Inspection & Sign Off	3
Electrical Generator Inspection	5
Fire - CO Inspection & Sign Off	7
General Inspection	8
Hot Water Tank Inspection	13
Hot Water Tank Reinspection	3
Irrigation System Inspection	1
Mechanical Change Out Inspection	12
Mechanical Change Out Reinspection	1
OMMA CC Inspection - Buildings	3
OMMA CC Inspection - ComDev Utilities	1

OMMA CC Inspection - Fire	4
OMMA CC Inspection - Planning	3
OMMA CC Inspection - PWA Utilities	1
Planning - CO Inspection & Sign Off	4
Pre-Con Site Inspection/Meeting	6
Res Building Final Inspection	7
Res Building Final Reinspection	1
Res Drainage1 Inspection	2
Res Drainage2 Inspection	2
Res Drainage3 Inspection	1
Res Drainage3 Reinspection	1
Res Drainage4 Inspection	1
Res Drainage5 Inspection	4
Res Driveway Inspection	7
Res Electrical Final Inspection	5
Res Electrical Final Reinspection	2
Res Electrical Pool Bonding Inspection	1
Res Electrical Rough-in Inspection	8
Res Electrical Rough-in Reinspection	3
Res Electrical Service Inspection	25
Res Electrical Service Reinspection	3
Res Fence Inspection	4
Res Footing & Building Setback Inspection	7
Res Footing & Building Setback Reinspection	1
Res Framing Inspection	12
Res Framing Reinspection	3
Res Gas Meter Inspection	8
Res Gas Meter Reinspection	4
Res Gas Piping Inspection	21
Res Gas Piping Reinspection	3
Res Insulation Inspection	9
Res Mechanical Final Inspection	12
Res Mechanical Rough-in Inspection	10
Res Mechanical Rough-in Reinspection	2
Res Patio Cover Inspection	1
Res Plumbing Final Inspection	11
Res Plumbing Final Reinspection	3
Res Plumbing Ground Inspection	10
Res Plumbing Rough-in Inspection	15
Res Plumbing Rough-in Reinspection	5
Res Roofing Inspection	8
Res Roofing Reinspection	1
Res Sewer Service Inspection	14
Res Sewer Service Reinspection	1
Res Storm Shelter Inspection	1
Res Temporary Electrical Pole Inspection	2
Res Temporary Electrical Pole Reinspection	4
Res Termite Inspection	2
Res Water Service Line Inspection	14
Residential Meter Tap Inspection	1
Sewer Cap Inspection	1
Sign Inspection	10
Utilities - CO Inspection & Sign Off	1
<hr/>	
Total Number of Inspections:	440



EXECUTIVE SESSIONS





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

MEMORANDUM

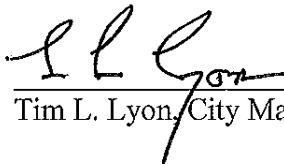
TO: Honorable Mayor and City Council

FROM: Tim Lyon, City Manager

DATE: December 14, 2021

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

Appropriate information will be dispersed during executive session.



Tim L. Lyon, City Manager



Economic Development
100 N. Midwest Blvd.
Midwest City, OK 73110
rcoleman@midwestcityok.org
Office: 405-739-1218/Fax: 405-739-1208
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Robert Coleman, Economic Development Director

DATE: December 14, 2021

SUBJECT: 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.

Appropriate information will be dispersed during executive session.

Robert Coleman

Robert Coleman
Economic Development Director



MUNICIPAL AUTHORITY AGENDA

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

December 14, 2021 – 6:01 PM

Presiding members: Chairman Matt Dukes

Trustee Susan Eads

Trustee Sean Reed

City Manager Tim Lyon

Trustee Pat Byrne

Trustee Christine Allen

City Clerk Sara Hancock

Trustee Española Bowen

Trustee Rick Favors

City Attorney Don Maisch

A. CALL TO ORDER.

B. CONSENT AGENDA. These items are placed on the Consent Agenda so the Authority, by unanimous consent, can approve routine agenda items by one motion. If any Trustee requests to discuss an item(s), it/ they will be removed and heard in regular order. If the Consent Agenda is not approved unanimously, and no item(s) is requested for discussion, then each item will be heard in regular order.

1. Discussion and consideration for adoption, including any possible amendment of, the October 26, 2021 meeting minutes. (Secretary - S. Hancock)
2. Discussion and consideration for adoption, including any possible amendment of, the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending October 31, 2021. (City Manager – T. Lyon)
3. Discussion and consideration for adoption, including any possible amendment of, a land lease contract with Harmoni Towers, LLC, at \$1,000.00 per month over the next five (5) years, for construction and operation of a cell phone tower. (City Attorney - D. Maisch)

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 City Council on any Subject not scheduled on the Regular Agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.

D. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City Municipal Authority Minutes

October 26, 2021

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 7:06 PM with the following members present:

Trustee Susan Eads	Trustee Sean Reed	City Manager Tim Lyon
Trustee Pat Byrne	Trustee Christine Allen	Secretary Sara Hancock
Trustee Española Bowen	Trustee Rick Favors	City Attorney Don Maisch

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

1. Discussion and consideration for adoption, including any possible amendment of, the October 12, 2021 meeting minutes.
2. Discussion and consideration for adoption, including any possible amendment of, the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending September 30, 2021.

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

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:07 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, City Manager

DATE: December 14th, 2021

RE: Discussion and consideration for adoption, including any possible amendment of, the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending October 31, 2021.

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Sheraton Midwest City Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1201.

Tim L. Lyon

Tim Lyon
City Manager

Attachment (1)

SHERATON MIDWEST CITY HOTEL AT THE REED CENTER

Fiscal Year 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								
Actual (MTD)	165,309	267,937	203,272	242,338								
Budgeted (YTD)	218,175	487,424	764,628	1,085,020								
Actual (YTD)	165,309	433,247	636,518	878,856								
Expenses												
Budgeted (MTD)	276,863	304,951	298,180	318,622								
Actual (MTD)	217,027	271,844	249,791	246,471								
Budgeted (YTD)	276,863	581,814	879,994	1,198,616								
Actual (YTD)	217,027	488,872	738,663	985,134								
Revenue vs. Expenses												
Budgeted (MTD)	(56,688)	(35,702)	(20,976)	1,770								
Actual (MTD)	(51,718)	(3,907)	(46,520)	(4,133)								
Budgeted (YTD)	(56,688)	(94,390)	(115,366)	(113,596)								
Actual (YTD)	(51,718)	(55,625)	(102,145)	(106,278)								

Key Indicators												
Hotel Room Revenue	140,152	138,336	115,422	135,084								
Food and Banquet Revenue	21,229	120,339	76,791	97,591								

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)



Donald D. Maisch, City Attorney
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1203

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Donald D. Maisch, City Attorney

DATE: December 14, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of, a land lease contract with Harmoni Towers, LLC, at \$1,000.00 per month over five (5) years, for construction and operation of a cell phone tower.

Discussion and consideration for adoption, including any possible amendment of, a land lease contract with Harmoni Towers, LLC for construction and operation of a cell phone tower in the amount of \$1,000 per month for 5 years. This lease will allow Harmoni Towers LLC to construct a new cell phone tower adjacent to the existing tower located at 8730 S.E. 15th St. on Jim White Dr. This new tower location will provide the City with ongoing revenue while allowing for improved cell phone coverage at the proposed Public Safety training facility and the Public Works complex.

HARMONI Site ID: OKOKC2069
Harmoni Site Name: Midwest City
FA No.: 15487576

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the Midwest City Municipal Authority, a public trust established for the benefit of the City of Midwest City ("**Landlord**") having a mailing address of 100 North Midwest Boulevard, Midwest City, OK 73110 and Harmoni Towers LLC, a Delaware limited liability company having a mailing address of 10801 Executive Center Drive, Shannon Building, Suite 100, Little Rock AR 72211 ("**Tenant**").

BACKGROUND

The City of Midwest City owns and the Landlord operates and/or controls a certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 8730 SE 15th Street, in the City of Midwest City, County of Oklahoma, State of Oklahoma (collectively, the "**Property**"). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an exclusive option (the "**Option**") to lease a certain portion of the Property containing approximately Ten Thousand (10,000) square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the "**Premises**"), for the placement of a Communication Facility.

(b) During the Option Term, and during the Term, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of One Thousand and No/100 Dollars (\$1,000.00) within thirty (30) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") which term may be renewed by Tenant for an additional one (1) year (the "**Renewal Option Term**") upon written notification to Landlord and the payment of an additional One Thousand and No/100 Dollars (\$1,000.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term**."

(d) The Option may be sold, assigned or transferred at any time by Tenant with the written consent of Landlord, with consent not to be unreasonably withheld.

(e) During the Option Term and throughout the Lease Term, including the exercise of any Extension Terms, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate, and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**,") or in the event of a threatened foreclosure, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure ("**Structure**"), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the **Surrounding Property** as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term**

Commencement Date”). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for nine (9) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other party written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term**".

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, One Thousand and No/100 Dollars (\$1,000.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) Intentionally omitted.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental

authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. **INSURANCE.** During the Option Term and throughout the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00). Such policy of general liability insurance shall include an additional insured endorsement including Landlord in connection with the activities contemplated herein and Tenant shall, prior to commencement of the Option Term, if requested by Landlord, provide Landlord with a copy of the additional insured endorsement to the certificate of insurance. Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

8. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) The installation, maintenance and operation of the Communication Facility will not interfere with the Landlord's lawfully installed and properly operated emergency equipment or operations within the Property. In the event Tenant's installations interfere with Landlord's equipment or operations, Tenant will promptly cease the operations suspected of causing such interference after notice thereof (except for intermittent testing to determine the cause of such interference) until Tenant is able to resolve the interference. If the interference cannot be resolved, either party will be entitled to terminate this Agreement.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. **INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) Landlord is a political subdivision of the State of Oklahoma and is therefore, covered by the Oklahoma Governmental Tort Claims Act at 51 O.S. § 151 *et seq.* Therefore, subject to the Oklahoma Governmental Tort Claims Act 51 O.S. § 151 *et seq.*, Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a

third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors. Any claims for damages against Landlord, its employees, agents, invitees, agents or independent contractors must be filed and comply with the requirements of the Oklahoma Government Tort Claims Act.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord ; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes,

regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Subject to the Oklahoma Governmental Tort Claims Act 51 O.S. § 151 *et seq.*, Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding (“**Claims**”), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Subject to the Oklahoma Governmental Tort Claims Act 51 O.S. § 151 *et seq.*, Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

12. **ACCESS.** Landlord agrees to allow Tenant access to the Premises during ordinary business hours (8:00 a.m. – 5:00 p.m. Monday through Friday) for regular installation, maintenance and repairs, and twenty-four (24) hours a day, seven (7) days a week for unscheduled repairs and other emergency purposes. In the event Tenant needs access after business hours, Tenant will endeavor to give Landlord prior notice by calling 405-869-8600, if feasible. If Tenant elects to utilize an Unmanned Aircraft System (“UAS”) in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS.

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days after the termination of this Agreement, Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Footings, foundations, and concrete will be removed to a depth of two feet (2') below grade. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Tenant be required to remove from the Premises or the Property any underground utilities.

14. **MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises.

(c) Intentionally omitted

(d) Tenant will have the right to install utilities on the Property and the Premises, at Tenant's expense and to improve present utilities on the Property and the Premises; by way of example, such utilities shall include overhead and underground electric, water, data transmission, and other necessary utility facilities (including guys, wires, poles, and other appurtenant equipment). Landlord hereby grants to Tenant and any service company providing utility or similar services, including electric power and telecommunications, an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, guys, wires, poles, circuits, conduits, associated equipment cabinets, and appurtenances thereto, as may from time to time be required. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent provided all parties are registered to do business in the State of Oklahoma. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: Harmoni Towers LLC
 Attn: Real Estate
 10801 Executive Center Drive
 Shannon Building, Suite 100
 Little Rock AR 72211
 REAdmin@harmonitowers.com

cc: Harmoni Towers LLC
c/o Symphony Wireless
Attn: Legal
44 South Broadway, Suite 601
White Plains, NY 10601

For Emergencies: NOC@harmonitowers.com

If to Landlord: Midwest City Municipal Authority
ATTN: Information Technology Department
100 North Midwest Boulevard
Midwest City, OK 73110
405.869.8600 POC Scott Walsh

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date of this Agreement, Landlord shall provide the Notice address set forth in Section 17 to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event

that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Intentionally Omitted.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Intentionally Omitted.

(d) Intentionally Omitted.

23. INTENTIONALLY OMITTED

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of Harmoni Towers LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

(q) **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; and (h) strikes, labor stoppages or slowdowns, or other industrial disturbances. The party suffering a force majeure event shall give written notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

APPROVED by the Trustees of the Municipal Authority and **SIGNED** by the Chair of The Municipal Authority this _____ day of _____, 202__.

"LANDLORD"

MIDWEST CITY MUNICIPAL AUTHORITY

MATT DUKES, MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

"TENANT"

Harmoni Towers LLC

By: _____

Print Name: _____

Its: _____

Date: _____

[Handwritten Signature]
Binger Majors
VP-Real Estate
11/24/21

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF PULASKI

On the 24th day of November, 2021, before me personally appeared Ginger Maxors who acknowledged under oath that he/ she is the VP- Real Estate of Harmoni Towers LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Ashley Carpenter
Notary Public: 12704185
My Commission Expires: 4/30/28

LANDLORD ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

BE IT REMEMBERED, that on this _____ day of _____, 20____ before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

to the Option and Lease Agreement dated _____, 20___, by and between the Midwest City Municipal Authority, a public trust established for the benefit of the City of Midwest City as Landlord, and Harmoni Towers LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Property located in Oklahoma County, Oklahoma

A part of the NE/4 of Section 11, Township 11, North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma more particularly described as follows:

Starting at the N.E. corner of said Section; thence S 89°14'45" W along North line of said Section a distance of 656.65 feet to the N. W. corner of the NE 4 of NE/4 of said Section and POINT OF BEGINNING; thence S 00°49'03" E a distance of 659.44 feet; thence S 89°14'45" W a distance of 3.35 feet; thence S 00°49'03" E a distance of 541.41 feet to the North Right-of-Way line of the AT & SF R.R.; thence N. 67° 30' 29" W a distance of 461.32 feet; thence S 22°29'31" W a distance of 85.0 feet; thence N 67°30'29" W a distance of 465.79 feet, thence North a distance of 913.10 feet; thence N 89°14' 45" E a distance of 875.40 feet to the POINT OF BEGINNING, containing 21.39 acres, more or less.

AND BEING the same property conveyed to The City of Midwest City, Oklahoma, a municipal corporation from Christian F. Traue by Warranty Deed dated May 9, 1973 and recorded May 10, 1973 in Deed Book 4101, Page 867.

Tax Parcel No. 33917255

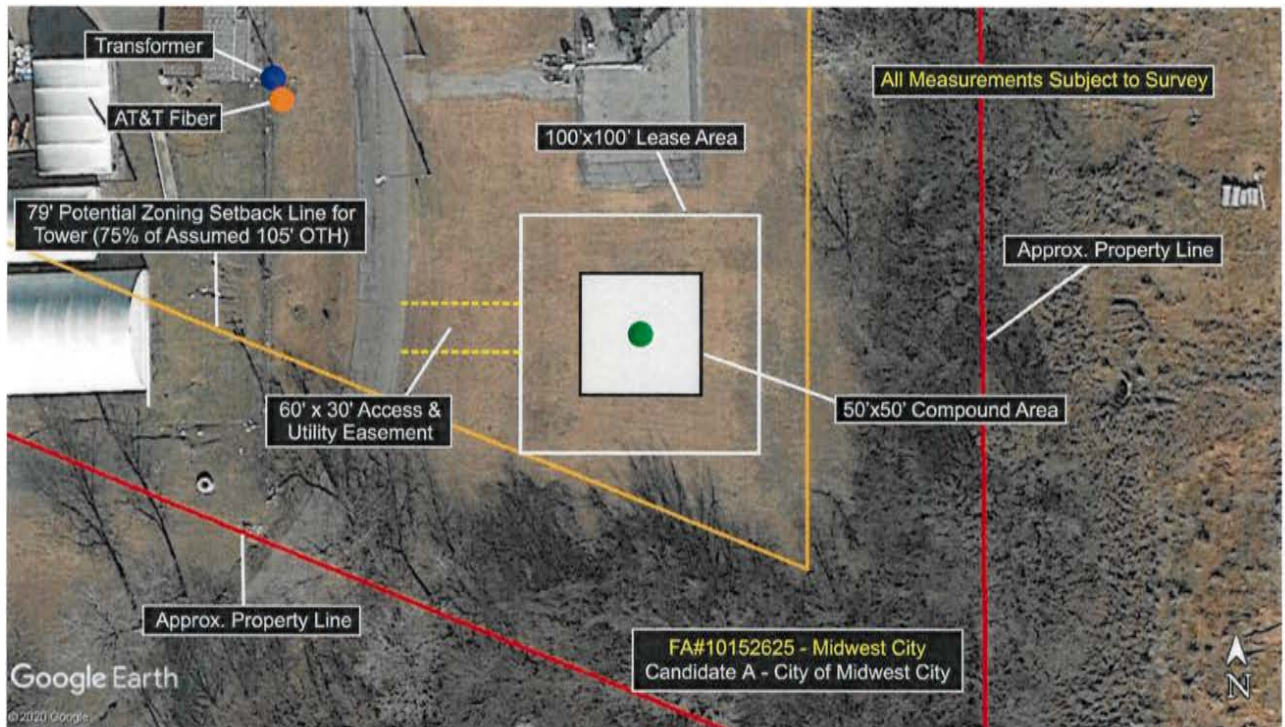
EXHIBIT 1

DESCRIPTION OF PREMISES

Page 2 of 2

to the Option and Lease Agreement dated _____, 20____, by and between the Midwest City Municipal Authority, a public trust established for the benefit of the City of Midwest City, as Landlord, and Harmoni Towers LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

Landlord recognizes that there is potential for contamination to the Property related to run-off from Soldier Creek, which runs adjacent to The Property. The Parties agree that Tenant shall have no responsibility or any other liability to any pre-existing environmental condition, known or unknown before the Effective Date to this Agreement, on the Property arising from any and all contaminants related to Soldier Creek. The Parties agree that should the Property be designated or identified in any manner, pursuant to any environmental protection statute as a hazardous waste site, or a candidate for closure pursuant to any environmental protection statute, related to contaminants in Soldier Creek, Landlord is solely liable for the remediation, costs and expenses, and damages, subject to the Oklahoma Governmental Tort Claims Act 51 O.S. § 151 *et seq.*

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

Building Staff / Security Staff
Landlord, Lessee, Licensee
Street Address
City, State, Zip

Re: Authorized Access granted to [_____]

Dear Building and Security Staff,

Please be advised that we have signed a lease with [_____] permitting [_____] to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant [_____] and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, [_____] representatives may be seeking access to the property outside of normal business hours. [_____] representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

APPROVED by the Trustees of the Municipal Authority and **SIGNED** by the Chair of The Municipal Authority this _____ day of _____, 202__.

"LANDLORD"

MIDWEST CITY MUNICIPAL AUTHORITY

MATT DUKES, MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

EXHIBIT 24(b)

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

Prepared by and after recording, return to:

Harmoni Towers LLC
Attn: Real Estate
10801 Executive Center Drive, Suite 100
Little Rock, Arkansas 72211
501.621.0521

HARMONI Site ID: OKOKC2069
HARMONI Site Name: MIDWEST CITY
County: OKLAHOMA
State: OKLAHOMA

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2021, by and between The Midwest City Municipal Authority, a public trust established for the benefit of the City of Midwest City having a mailing address of 100 North Midwest Boulevard, Midwest City, OK 73110 (hereinafter referred to as "**Landlord**") and Harmoni Towers LLC, a Delaware limited liability company having a mailing address of 10801 Executive Center Drive, Shannon Bldg. Suite 100, Little Rock AR 72211 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the ____ day of _____, 2021, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with nine (9) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. Intentionally Omitted.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

APPROVED by the Trustees of the Municipal Authority and **SIGNED** by the Chair of The Municipal Authority this _____ day of _____, 202__.

"LANDLORD"

MIDWEST CITY MUNICIPAL AUTHORITY

MATT DUKES, MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

"TENANT"

Harmoni Towers LLC

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF PULASKI

On the ____ day of _____, 20____, before me personally appeared _____, who acknowledged under oath that he/ she is the _____ of Harmoni Towers LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

BE IT REMEMBERED, that on this ____ day of _____, 20____ before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

to the Memorandum of Lease dated _____, 2021, by and between the Midwest City Municipal Authority, a public trust established for the benefit of the City of Midwest City, as Landlord, and Harmoni Towers LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Property located in Oklahoma County, Oklahoma

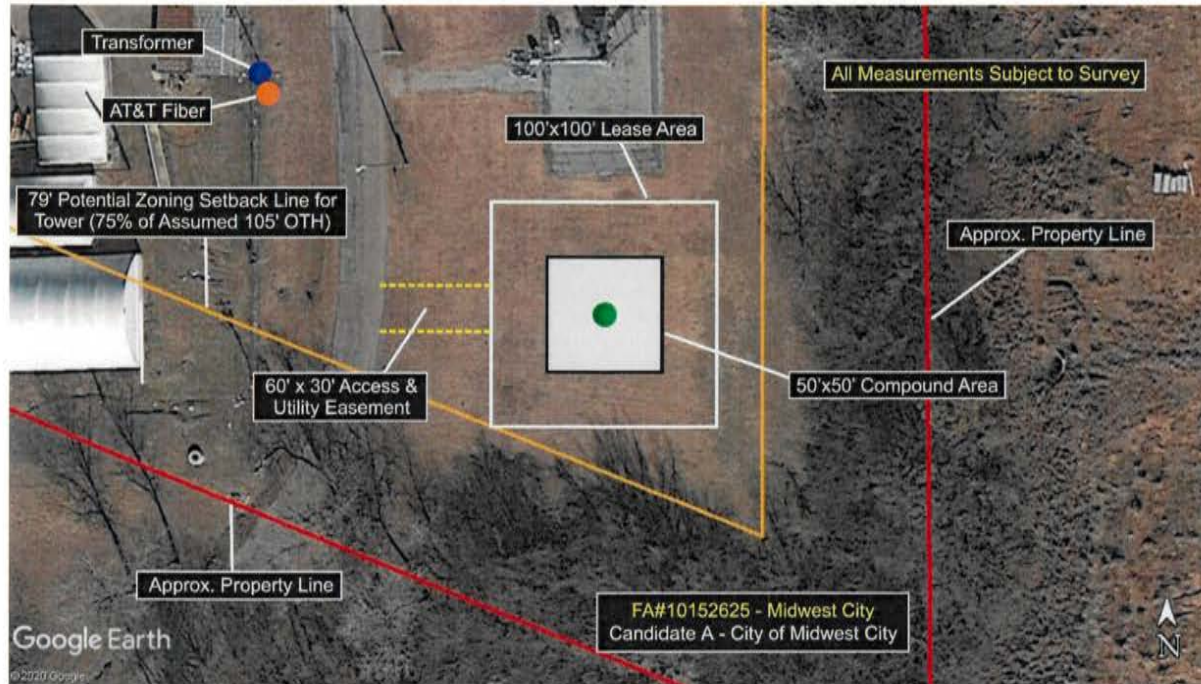
A part of the NE/4 of Section 11, Township 11, North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma more particularly described as follows:

Starting at the N.E. corner of said Section; thence S 89°14'45" W along North line of said Section a distance of 656.65 feet to the N. W. corner of the NE 4 of NE/4 of said Section and POINT OF BEGINNING; thence S 00°49'03" E a distance of 659.44 feet; thence S 89°14'45" W a distance of 3.35 feet; thence S 00°49'03" E a distance of 541.41 feet to the North Right-of-Way line of the AT & SF R.R.; thence N. 67° 30' 29" W a distance of 461.32 feet; thence S 22°29'31" W a distance of 85.0 feet; thence N 67°30'29" W a distance of 465.79 feet, thence North a distance of 913.10 feet; thence N 89°14' 45" E a distance of 875.40 feet to the POINT OF BEGINNING, containing 21.39 acres, more or less.

AND BEING the same property conveyed to The City of Midwest City, Oklahoma, a municipal corporation from Christian F. Traue by Warranty Deed dated May 9, 1973 and recorded May 10, 1973 in Deed Book 4101, Page 867.

Tax Parcel No. 33917255

The Premises are described and/or depicted as follows:



NOTES:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

Prepared by and after recording, return to:

Harmoni Towers LLC
Attn: Real Estate
10801 Executive Center Drive, Suite 100
Little Rock, Arkansas 72211
501.621.0521

HARMONI Site ID: OKOKC2069
HARMONI Site Name: MIDWEST CITY
County: OKLAHOMA
State: OKLAHOMA

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2021, by and between The Midwest City Municipal Authority, a public trust established for the benefit of the City of Midwest City having a mailing address of 100 North Midwest Boulevard, Midwest City, OK 73110 (hereinafter referred to as "**Landlord**") and Harmoni Towers LLC, a Delaware limited liability company having a mailing address of 10801 Executive Center Drive, Shannon Bldg. Suite 100, Little Rock AR 72211 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the ____ day of _____, 2021, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with nine (9) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. Intentionally Omitted.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

APPROVED by the Trustees of the Municipal Authority and **SIGNED** by the Chair of The Municipal Authority this _____ day of _____, 202__.

"LANDLORD"

MIDWEST CITY MUNICIPAL AUTHORITY

MATT DUKES, MAYOR


SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

"TENANT"

Harmoni Towers LLC

By: 
Print Name: Ginger Majors
Its: VP-Real Estate
Date: 11/24/21

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF PULASKI

On the 24th day of November, 2021, before me personally appeared Ginger Majors who acknowledged under oath that he/ she is the VP Real Estate of Harmoni Towers LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Ashley Carpenter
Notary Public: 12704185
My Commission Expires: 4/30/28

LANDLORD ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

BE IT REMEMBERED, that on this ____ day of _____, 20__ before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

to the Memorandum of Lease dated _____, 2021, by and between the Midwest City Municipal Authority, a public trust established for the benefit of the City of Midwest City, as Landlord, and Harmoni Towers LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Property located in Oklahoma County, Oklahoma

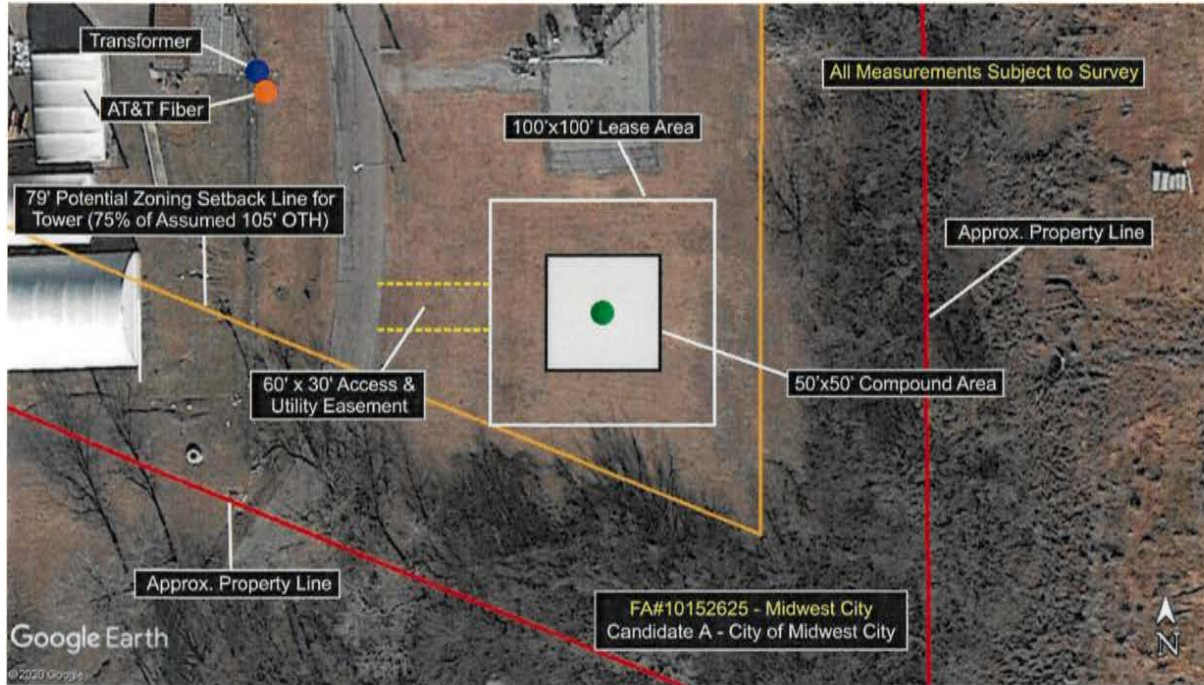
A part of the NE/4 of Section 11, Township 11, North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma more particularly described as follows:

Starting at the N.E. corner of said Section; thence S 89°14'45" W along North line of said Section a distance of 656.65 feet to the N. W. corner of the NE 4 of NE/4 of said Section and POINT OF BEGINNING; thence S 00°49'03" E a distance of 659.44 feet; thence S 89°14'45" W a distance of 3.35 feet; thence S 00°49'03" E a distance of 541.41 feet to the North Right-of-Way line of the AT & SF R.R; thence N. 67° 30' 29" W a distance of 461.32 feet; thence S 22°29'31" W a distance of 85.0 feet; thence N 67°30'29" W a distance of 465.79 feet, thence North a distance of 913.10 feet; thence N 89°14' 45" E a distance of 875.40 feet to the POINT OF BEGINNING, containing 21.39 acres, more or less.

AND BEING the same property conveyed to The City of Midwest City, Oklahoma, a municipal corporation from Christian F. Traue by Warranty Deed dated May 9, 1973 and recorded May 10, 1973 in Deed Book 4101, Page 867.

Tax Parcel No. 33917255

The Premises are described and/or depicted as follows:



NOTES:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

Prepared by and after recording, return to:

Harmoni Towers LLC
Attn: Real Estate
10801 Executive Center Drive, Suite 100
Little Rock, Arkansas 72211
501.621.0521

HARMONI Site ID: OKOKC2069
HARMONI Site Name: MIDWEST CITY
County: OKLAHOMA
State: OKLAHOMA

MEMORANDUM OF OPTION

This Memorandum of Option (“**Memorandum**”) dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by The Midwest City Municipal Authority, a public trust established for the benefit of the City of Midwest City having a mailing address of 100 North Midwest Boulevard, Midwest City, OK 73110, (“**Landlord**”) and Harmoni Towers LLC, a Delaware limited liability company having a mailing address of 10801 Executive Center Drive, Shannon Building, Suite 100, Little Rock AR 72211 (“**Tenant**”) and evidences that on the ___ day of _____, 20__ an Option and Lease Agreement (“**Agreement**”) was entered into by and between the Landlord and Tenant.

1. Landlord owns certain real property described in Exhibit 1, attached (“**Property**”). Subject to the terms of the Agreement, Landlord has granted to Tenant an option (“**Option**”) to lease a portion of the Property (“**Premises**”) and to acquire certain easements for ingress, egress and utilities (“**Easements**”, and, collectively with the Premises, the “**Site**”) as described in the Agreement and as described in Exhibit 1.

2. Landlord and Tenant desire to place this Memorandum of record in order to provide notice of the existence of the Option.

3. The term of the Option is two (2) years from the Effective Date, upon the expiration of which, this Memorandum shall expire and be terminated with no further action required.

4. This Memorandum of Option is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Option and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option as of the day and year first above written.

APPROVED by the Trustees of the Municipal Authority and **SIGNED** by the Chair of The Municipal Authority this _____ day of _____, 202__.

"LANDLORD"

MIDWEST CITY MUNICIPAL AUTHORITY

MATT DUKES, MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

"TENANT"

Harmoni Towers LLC

By: *Ginger Majors*

Print Name: Ginger Majors

Its: VP-Real Estate

Date: 11/24/21

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF PULASKI

On the 24th day of November, 2021, before me personally appeared Ginger Mayors who acknowledged under oath that he/ she is the VP-Real Estate of Harmoni Towers LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Ashley Carpenter
Notary Public: 12704185
My Commission Expires: 4/30/28

LANDLORD ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

BE IT REMEMBERED, that on this _____ day of _____, 20____ before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of _____

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The Property is legally described as follows:

Property located in Oklahoma County, Oklahoma

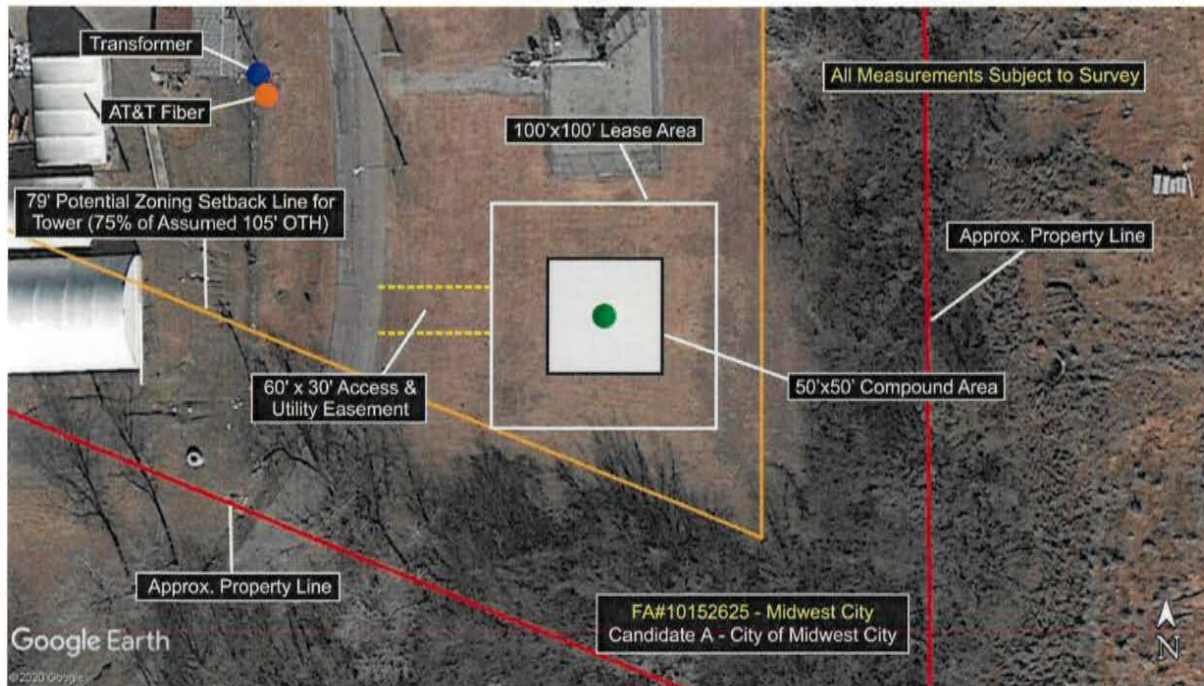
A part of the NE/4 of Section 11, Township 11, North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma more particularly described as follows:

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AND BEING the same property conveyed to The City of Midwest City, Oklahoma, a municipal corporation from Christian F. Traue by Warranty Deed dated May 9, 1973 and recorded May 10, 1973 in Deed Book 4101, Page 867.

Tax Parcel No. 33917255

The Premises are described and/or depicted as follows:



NOTES:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
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NEW BUSINESS/
PUBLIC DISCUSSION





MEMORIAL HOSPITAL AUTHORITY AGENDA

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

December 14, 2021 – 6:02 PM

Presiding members: Chairman Matt Dukes

Trustee Susan Eads

Trustee Sean Reed

City Manager Tim Lyon

Trustee Pat Byrne

Trustee Christine Allen

City Clerk Sara Hancock

Trustee Española Bowen

Trustee Rick Favors

City Attorney Don Maisch

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration for adoption, including any possible amendment of the November 9, 2021 regular meeting minutes. (Secretary - S. Hancock)
2. 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)

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 City Council on any Subject not scheduled on the Regular Agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.**

D. EXECUTIVE SESSION.

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

E. ADJOURNMENT.



DISCUSSION ITEMS



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

November 09, 2021

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

Chairman Matt Dukes called the meeting to order at 6:51 PM with the following members present:

Trustee Susan Eads	Trustee Sean Reed	City Manager Tim Lyon
Trustee Pat Byrne	Trustee Christine Allen	City Clerk Sara Hancock
Trustee Española Bowen	Trustee Rick Favors	City Attorney Don Maisch

DISCUSSION ITEMS.

- 1. Discussion and consideration for adoption, including any possible amendment of, the October 26, 2021 meeting minutes.** Allen made a motion to approve the minutes, seconded by Favors. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, Favors, and Dukes. Nay: none. Absent: none. Motion carried.
- 2. 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 being no further business, Chairman Dukes adjourned the meeting at 6:52 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SARA HANCOCK, Secretary



Memorial Hospital Authority

General Manager/Administrator, Tim Lyon
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1201
tlyon@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: December 14, 2021

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



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

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Tim Lyon, City Manager

DATE: December 14, 2021

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

Appropriate information will be dispersed during executive session.

Tim L. Lyon, City Manager



NEW BUSINESS/
PUBLIC DISCUSSION





SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA

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

December 14, 2021 – 6:03 PM

Presiding members: Chairman Matt Dukes

Trustee Susan Eads

Trustee Sean Reed

City Manager Tim Lyon

Trustee Pat Byrne

Trustee Christine Allen

City Clerk Sara Hancock

Trustee Española Bowen

Trustee Rick Favors

City Attorney Don Maisch

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration for adoption, including any possible amendment of the November 9, 2021 special meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration and possible action to amend and/or approve a legal services agreement with Riggs, Abney, Turpen, Orbison & Lewis, P.C, Oklahoma City, OK, for special counsel services relative to the consideration and possible establishment of the North Side Improvement District. (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 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.**

D. EXECUTIVE SESSION.

1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session. (Economic Development - R. Coleman)

E. ADJOURNMENT.



DISCUSSION ITEMS



Notice for the Midwest City Economic Development Authority special meeting was filed with the City Clerk of Midwest City atleast 48 hours prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityokorg).

**Midwest City Economic Development Authority Minutes
Special Meeting**

November 09, 2021

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

Chairman Matt Dukes called the meeting to order at 6:52 PM with following members present:

Trustee Susan Eads	Trustee Sean Reed	City Manager Tim Lyon
Trustee Pat Byrne	Trustee Christine Allen	City Clerk Sara Hancock
Trustee Española Bowen	Trustee Rick Favors	City Attorney Don Maisch

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

1. Discussion and consideration for adoption, including any possible amendment of, the October 12, 2021 meeting minutes.
2. Discussion and consideration for entering into and approving, including any possible amendment, a Professional Services Agreement with Catalyst Commercial, Dallas, TX, in an amount not to exceed \$60,000 for completing the Air Depot Corridor Study and Plan.
3. Discussion and consideration, including any amendment thereto, of granting a Permanent Easement to Oklahoma Gas and Electric Company across a certain parcel of land located within the corporate boundaries of Midwest City in Town Center Plaza Section 1, being part of Section Ten (10), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 6:53 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SARA HANCOCK, Secretary

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: December 14, 2021

Subject: Discussion, consideration and possible action to amend and/or approve a contract with Riggs, Abney, Turpen, Orbison & Lewis, P.C, Oklahoma City, OK, for special counsel services relative to the consideration and possible establishment of the North Side Improvement District. (Economic Development – R. Coleman)

The Utilities Authority on August 24, 2021, agreed to sell the bulk of the Soldier Creek Industrial Park to Global Turbine Systems (“GTS”). At the same meeting, the City entered into an agreement with GTS to provide certain incentives leading to the development of a new jet engine repair facility to create jobs on the city’s north side. We committed to provide approximately \$1.8 Million in public improvements and performance-based rebates.

While the GTS project is at the forefront of discussion, there is yet another industrialist targeting the area for a new production facility. The proposed project may employ up to 70 at wages well above market average. Closing the deal will likely require a commitment of over \$1 Million to fund infrastructure upgrades including building a rail switch/spur and possibly water system improvements as well.

Tax Increment Financing (“TIF”) may be the easiest means to finance these deals as well as the other improvements within the NE 23rd Street and NE 36th Street corridors necessary for revitalization. The City took similar action prior to the establishment of the Midwest City Downtown Redevelopment Project Plan (2002) and the Sooner Rose Tax Increment Finance District (2017). Sooner Rose is currently our only active district as the Downtown TIF wrapped up about four years ago. Riggs-Abney was instrumental in assisting in the creation of the Sooner Rose District.

The attached contract authorizes Riggs-Abney to work on behalf of the Authority to create a TIF district at an estimated cost of \$40,000, payable in \$10,000 increments for a duration of four (4) months.

Please contact Economic Development Director Robert Coleman (405/739-1218) with any question.



Respectfully,
Tim Lyon, General Manager/Administrator

Attachment: Proposed Contract

RIGGS, ABNEY, NEAL, TURPEN, ORBISON & LEWIS

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT, dated as of December 14, 2021 (hereinafter, the “Agreement”), is entered into by and between the MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY, an Oklahoma public trust (hereinafter, the “Client”), and RIGGS, ABNEY, NEAL, TURPEN, ORBISON & LEWIS, P.C., an Oklahoma professional corporation (hereinafter, “Riggs Abney”).

WITNESSETH:

WHEREAS, the Client desires to engage special counsel to provide legal services in connection with the financing of critical public infrastructure and/or the provision of development financing assistance for the North Side Improvement Project (hereinafter, the “Project”) to be located within or near the City of Midwest City, Oklahoma (hereinafter, the “City”).

NOW, THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto agree as follows:

SECTION 1. Effective Date. This Agreement shall take effect as of the date Riggs Abney first provided or provides legal services to Client in connection with the Subject Matter, defined below.

SECTION 2. Scope of Services. Pursuant to this Agreement, Riggs Abney will provide the following legal services to the Client and its managers and officers as may be requested, from time to time:

(i) Legal advice to and representation of the Client, or other entities related to, or working in cooperation with, the Client, including the City, in connection with the establishment and/or maintenance of an increment district under the Oklahoma Local Development Act, Title 62, Sections 850 et seq. of the Oklahoma Statutes, including, without limitation:

(a) Furnish full directions and steps necessary to be taken by the Client and the City in compliance with the Constitution and Statutes of the State of Oklahoma in the creation and maintenance of an increment district;

(b) Prepare and review documents necessary or appropriate to the creation of the Review Committee required by the Local Development Act, including all necessary resolutions or ordinances, and coordinate the authorization and execution of such documents;

(c) Prepare and review documents necessary or appropriate to the authorization and creation of the increment and incentive districts Review Committee required by the Local Development Act, and the authorization and creation of the related

increment or incentive district, including the Project Plan as well as all necessary resolutions and/or ordinances, and coordinate the authorization and execution of such documents;

(d) Work with and advise the members of the Review Committee regarding their responsibilities under the Local Development Act, and prepare and review such resolutions or other documents necessary or appropriate in meeting these responsibilities;

(e) Assist the Client in seeking from other governmental authorities such approvals and permissions as are necessary or appropriate in connection with the authorization and creation of an increment district; and

(ii) Legal advice to and representation of the Client in connection with the Project regarding the structuring, negotiation and closing of any notes, bonds or other forms of indebtedness previously issued or to be issued by the Client or by other entities related to, or working in cooperation with the Client (hereinafter, the "Bonds"), including, without limitation:

(a) Subject to the completion of proceedings to our satisfaction, render our legal opinion regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes;

(b) Furnish full directions and steps necessary to be taken by the Authority in compliance with the Constitution and Statutes of the State of Oklahoma and the Internal Revenue Code of 1986, as amended and related regulations promulgated thereunder (the "Code") for the issuance of Bonds by the Authority;

(c) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, including but not limited to resolutions, agreements, debt instruments or trust indentures and coordinate the authorization and execution of such documents;

(d) Assist the Authority in seeking from other governmental authorities such approvals and permissions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds, except that Riggs, Abney will not be responsible for any required blue-sky filings.

(e) Review legal issues relating to the structure of the Bonds;

(f) Review those sections of the official statement, private placement memorandum or other form of offering or disclosure document to be disseminated in connection with the sale of the Bonds involving the authority for the Bonds, tax matters related to the Bonds and the legal opinion related to the Bonds, if applicable;

(g) Draft the continuing disclosure undertaking of the Authority, if applicable; and

(iii) Legal advice to and representation as to any other legal matter not described in subsections (i) and (ii) above, which the Client may hereinafter request in writing, and for which Riggs Abney agrees to provide as a part of this Agreement.

(The foregoing being collectively referred to herein as the “Subject Matter”.)

SECTION 3. Attorney-Client Relationship. Upon execution of this Agreement, an attorney-client relationship will exist between the Client and Riggs Abney. As such, Riggs Abney will represent only the Client, and will not act as counsel to any other party involved in any Subject Matter described herein, except with the Client’s consent. Riggs Abney further assumes that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in any given transaction. Riggs Abney’s services as Special Counsel are limited to those contracted for in this letter, and the Client’s execution of this Agreement will constitute an acknowledgment of those limitations.

SECTION 4. Client Information. All information, data, reports, and records of the Client which are necessary for carrying out the services described above are to be furnished to Riggs Abney, without charge by the Client, and the Client agrees to keep Riggs Abney’s attorneys informed of all significant developments affecting the Subject Matters described herein. No reports, information or data given to or prepared by Riggs Abney under this agreement will be made available to any individual or organization by Riggs Abney without the Client’s prior approval. At all times, the files of Riggs Abney relating to its representation of the Client, will be and remain property of Riggs Abney; provided, however, that all documents or other items provided by the Client will remain property of the Client, but that Riggs Abney will be entitled to retain copies of any such items at its discretion.

SECTION 5. Outside Counsel and Consultants. By its execution of this Agreement, the Client is also authorizing Riggs Abney to employ such outside counsel or consultants to assist in the Client’s representation as Riggs Abney deems necessary. In such cases, all compensation to such outside counsel or consultants will be paid by Riggs Abney, and the Client will not be liable for any additional amounts unless the Client agrees to such in writing.

SECTION 6. Potential Conflicts of Interest. The Client acknowledges that Riggs Abney also represents many other companies, individuals and public entities. As a condition of Riggs Abney’s undertaking of these matters, the Client agrees that Riggs Abney may continue to represent, or may in the future represent, existing or new clients in any matter that is not substantially related to its work for the Client, even if those clients’ interests are adverse to the Client; provided, however, that Riggs Abney will not represent any person in a dispute with the Client during the time that Riggs Abney is representing the Client, nor will Riggs Abney represent any person in any matter adverse to the Client if it has obtained confidential information by reason of its representation of the Client. By executing this letter and consenting to the arrangements described in it, the Client will be acknowledging these limitations on Riggs

Abney’s representation, and will be consenting to and waiving those conflicts permitted hereby. Should Client determine that Riggs Abney violated this agreement to the detriment of Client, it may immediately terminate the agreement. Riggs Abney will return to Client fifty percent (50 %) of all fees paid by Client during the period of the violation.

SECTION 7. Fees; Out-of-Pocket Costs; Interest Charges.

(A) In exchange for the above-described services, the Client hereby agrees to pay, at the times herein provided, those amounts determined as follows:

(i) Fixed-Fee Arrangement

For all matters described above in subsection (i) of Section 2 hereof, the amount of our compensation will be a "fixed-fee" \$40,000 per district, payable in four (4) monthly installments of \$10,000.00 commencing with the first month or part of a month in which services were provided to the Client relating to such increment district, and continuing for each month thereafter until the total amount has been paid.

A statement relating to such charges will be provided monthly to the Client at the following address: Midwest City Memorial Economic Development Authority, 100 N. Midwest Blvd., Midwest City, Oklahoma 73110. Such fees will be payable within 30 days of the receipt of a statement from us.

(ii) Percentage-of-Project-Financing Basis. For all matters described in subsection (ii) of Section 2 hereof, the amount of Riggs Abney’s compensation will be determined by applying the percentage stated below by the amount of the project financing. The applicable percentage fee is based upon the following scale:

Financing Amount <u>Over:</u>	Financing Amount <u>Not Over:</u>	Fee Calculated <u>As Follows:</u>
\$0- \$2 million	\$2 million \$5 million	2.00% of project financing amount;* \$40,000 plus 1.00% on portion over \$2 million;
\$5 million	\$10 million	\$70,000 plus .50% on portion over \$5 million;
\$10 million	\$95,000 plus .25% on portion over \$10 million

*Subject to a minimum fee of \$20,000.00.

Payment of the compensation determined under this method is contingent upon the successful completion of the work being undertaken by Riggs Abney unless this agreement is terminated by the Client prior to the completion of such work. Payment for work performed on a “percentage-of-project-financing” basis shall be due at closing of the related financing transaction.

(ii) Per-Hour Basis. For all other matters, including those described in paragraph (iii) of Section 2 hereof, the amount of compensation will be determined by multiplying the actual time expended by Riggs Abney attorneys times the hourly rate(s) applicable, as set forth below:

Daniel E. McMahan	\$250.00
Partners	\$250.00
Associates	\$175.00

Riggs Abney will charge for time expended on behalf of the Client in minimum units of fifteen (15) minutes, including, without limitation, time expended for telephone discussions, each document reviewed or drafted, staff consultations and any other significant service relating to the Subject Matter. A record of actual time spent in service to the Client shall be kept by each attorney providing such services. A statement of such time, and the charges resulting therefrom, shall be provided to the Client each month at the address shown in Section 9 hereof. Payment for work performed on a “per-hour” basis will be due upon receipt of the firm’s statement.

(B) Under any of the methods of compensation described in paragraph (A) above, Riggs Abney shall also be entitled to receive reimbursement for all out-of-pocket expenses reasonably incurred in connection with its work. These costs include reimbursement for any charges for travel (airfare, lodging, meals, etc.), database searches, secretarial overtime when required by the urgency of a client’s matter, long distance telephone calls, special deliveries, and other similar items. All such charges are billed at or below Riggs Abney’s out-of-pocket costs, or when necessary, estimated costs.

(C) Riggs Abney may, in its sole discretion, commence charging interest at the rate of one and one-half percent (1.5%) per month or portion of a month on any balance with Riggs Abney that is in excess of thirty (30) days past due beyond the statement date. In the event there is litigation regarding the collection of fees, Riggs Abney shall be awarded reasonable attorneys’ fees and costs in connection with such action.

SECTION 8. Termination of Agreement By the Client; Termination of Agreement By Riggs Abney.

(A) The Client may discharge Riggs Abney at any time. In such event, Riggs Abney shall prepare and present the Client with a final statement reflecting the total balance due on concluding its representation efforts on behalf of Client. The Client shall have thirty (30) days from the date of such statement to pay the balance due. Any balance remaining unpaid after thirty (30) days shall provide Riggs Abney good cause to take any and all action reasonable and appropriate with regard to the Client with respect to collection thereof. The Client expressly acknowledges that, if Riggs Abney shall have entered an appearance as the Client’s attorneys-of-record before a court or other adjudicatory authority, said court or tribunal retains final authority as to whether Riggs Abney shall be permitted, as appropriate under the circumstances, to be discharged or to withdraw. Until such time as an order providing for such is entered, Riggs Abney is legally required and obligated to continue to represent the Client as to the Subject

Matter. The Client further acknowledges that, pending approval of any such motion for discharge or withdrawal, the Client is and remains obligated for charges in connection with all work performed by Riggs Abney through the time of receipt by Riggs Abney of the order granting the motion for discharge or withdrawal.

(B) Riggs Abney may withdraw from representation of the Client under the following circumstances, to-wit:

- (i) with the Client's consent;
- (ii) for good cause, including any material breach by the Client of this Agreement, including without limitation non-payment of outstanding charges;
- (iii) upon the Client's refusal to reasonably cooperate with Riggs Abney, as reasonably determined by Riggs Abney, or
- (iv) upon the Client's failure to follow Riggs Abney's advice on a material matter or matter of law relating to the Subject Matter.

SECTION 9. Notices. All notices, invoices, correspondence and other communication shall be in writing and shall be deemed to have been given when actually received, and may be given personally, by registered or certified mail, by facsimile or by email, as follows:

If to Riggs Abney: Riggs Abney, Neal, Turpen, Orbison & Lewis, P.C.
528 N.W. 12th Street
Oklahoma City, Oklahoma 73103-2407

If to the Client: Midwest City Economic Development Authority
100 N. Midwest Blvd.
Midwest City, Oklahoma 73110
ATTN: Chairman

SECTION 10. Waiver. Failure of either party to this Agreement to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provisions or in any way affect the validity of the Agreement or any part hereof or the right of either party hereto thereafter to enforce each and every provision hereof. The waiver of any provisions of this Agreement or any breach thereof shall not constitute a waiver of any subsequent breach of the same or any other provisions hereof.

SECTION 11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

SECTION 12. Entire Agreement and Amendments. This Agreement supersedes any previous agreement, oral or written, by and between Riggs Abney and the Client and may be amended only by a written agreement executed by Riggs Abney and the Client.

SECTION 13. Privacy Policy Notice. Attorneys, like other professionals who advise on personal financial matters, are now encouraged by a new federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. In order to guard its clients' nonpublic personal information, Riggs Abney maintains physical, electronic, and procedural safeguards that comply with all applicable professional standards. Therefore, as a client of Riggs Abney, all information that is received from the Client will be held in confidence, and will not be released to third-parties, except as agreed to by the Client, or as required under an applicable law. Riggs Abney retains records relating to the services it provides so that the firm may better assist its clients with their legal needs, and, in some cases, to comply with professional guidelines.

SECTION 14. Electronically Stored Information ("ESI"). If the Client is requesting representation from Riggs Abney in a threatened or pending lawsuit or administrative proceeding, then the Client shall carefully preserve all of the following items if they (or any part of them) contain information or communication that might relate, directly or indirectly, to the Subject Matter:

(i) any computer printout or any paper writing or document of any kind, whether formal or informal; any paper photograph, graph, drawing, chart, or other illustration, depiction, or reproduction; any video or audio recording on DVD, CD, film, tape, or other medium; any other physical, tangible items; and

(ii) any information, data, or communication (on or in email and/or social media accounts) which directly or indirectly relates to the Subject Matter, including but not limited to any information, data, or communication appearing or stored in the following:

(1) all email accounts (including without limitation Hotmail, Gmail, Me.com; Yahoo, and workplace/business email);

(2) social media websites (including without limitation Facebook, Twitter, LinkedIn, YouTube and Google+ accounts); and

(3) text messaging, photos, and videos on any phone, pad, or other communication/recording device.

The Client shall not delete or modify any ESI that could be directly or indirectly related to the Subject Matter. Client's deletion or modification of ESI or documents that may be relevant to the Subject Matter could subject the Client to a "monetary sanction" (*i.e.* a fine) imposed by the Court, and could cause the Court to impose additional serious penalties against the Client, such as dismissing a plaintiff's claims or preventing a defendant from presenting a defense. The Client shall not discuss (except with Riggs Abney) anything that might relate directly or indirectly to the Subject Matter on any device that transmits, stores, or retains Client's communications (*e.g.* email, cell phone, iPad, desktop PC, fax machine, laptop, etc.) or anywhere online, including any social media or personal website. By its execution of this Agreement, the

Client acknowledges that it has been advised and is aware of its duty to preserve all ESI that might be relevant in any way to the Subject Matters described herein.

SECTION 15. Execution. Riggs Abney's engagement, conflict and billing practices reflect its sincere desire to deal fairly with its clients in these and in all other aspects of the attorney-client relationship. The Client's execution of this Agreement indicates that the terms of this engagement and the related conflict waivers are acceptable to it.

SECTION 16. Term. The term of this agreement shall be for one year from the date of execution. The parties may agree to extend the term of this agreement for up to three additional one-year terms. Any such extension shall be in writing and signed by the Parties.

DATED as of the date first set forth above.

RIGGS, ABNEY, NEAL, TURPEN,
ORBISON & LEWIS, P.C.

By: _____

I have read the above and foregoing Agreement and agree to its terms and conditions, and further acknowledge receipt of a copy of this Agreement, all as of this ___ day of _____, 2021.

CLIENT:

MIDWEST CITY ECONOMIC
DEVELOPMENT AUTHORITY

By _____

Name _____

Title _____



PUBLIC DISCUSSION





EXECUTIVE SESSION





Economic Development
100 N. Midwest Blvd.
Midwest City, OK 73110
rcoleman@midwestcityok.org
Office: 405-739-1218/Fax: 405-739-1208
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees of the Economic Development Authority

FROM: Robert Coleman, Economic Development Director

DATE: December 14, 2021

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.

Appropriate information will be dispersed during executive session.

Robert Coleman

Robert Coleman
Economic Development Director