



MIDWEST CITY COUNCIL

AGENDA FOR

November 26, 2019



The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the City of Midwest City - Government YouTube page.



The recorded video will be available on YouTube and the City's website within 48 hours: Bit.ly/youtubemwc.



The meeting minutes and video can be found on the City's website in the Agenda Center: <https://midwestcityok.org/AgendaCenter>.



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



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



CITY OF MIDWEST CITY COUNCIL AGENDA

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

November 26, 2019 – 6:00 PM

- A. CALL TO ORDER.
- B. OPENING BUSINESS.
- Invocation by Assistant City Manager Vaughn Sullivan
 - Pledge of Allegiance by Midwest City High School JR ROTC Cadets Andres Baquera and Gavin Tamonte
 - Community-related announcements and comments
 - Mayoral Proclamation for Small Business Saturday on November 30, 2019
- C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Council, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with the approval of all Council, or members of the audience wish to discuss an item, it will be removed and heard in a regular order.
1. Discussion and consideration of approving the minutes of the November 12, 2019 meeting. (City Clerk - S. Hancock)
 2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase. Employee Activity Fund, expenses/MWC Activities (38) \$2,900. Special Police Projects Fund, revenue/Police Department (62) \$10,000; expenses/Police Department (62) \$4,000; Sooner Rose TIF Fund, expenses/Hospital Authority (90) \$24,000. (Finance - C. Barron)
 3. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan. (Human Resources - T. Bradley)
 4. Discussion and consideration of accepting the Monthly Neighborhood Services report for October 2019. (Neighborhood Services - M. Stroh)
 5. Discussion and consideration of approving Supplement No. 1 to the Agreement for Professional Services with Jacobs Engineering Group, in an amount of \$19,969.00, for the completion of the plans for the signal upgrade project. (Community Development - B. Bundy)
 6. Discussion and consideration of approving a federal aid programming resolution for inclusion into the FFY 2020-2023 Transportation Improvement Plan for a project to replace all the school zone flashers in the city and upgrade various intersections. (Community Development - B. Bundy)
 7. Discussion and consideration of approving a federal aid programming resolution for inclusion into the FFY 2020-2023 Transportation Improvement Plan for a project to reconstruct the drainage structure at SE 15th Street just west of Hiawassee Road. (Community Development - B. Bundy)

8. Discussion and consideration of awarding the bid to and entering into a contract with Paragon Builders, LLC in the amount of \$214,854 for the SCIP Phase 2 – N.E. 23rd Street Trail construction project. (Community Development - B. Bundy)
9. Consideration of a plat correction certificate to correct an error in the dimension of Lot 16, Block 10 of the Turtlewood 6th Addition. (Community Development - B. Harless)
10. Discussion and consideration of reappointing Jess Huskey, Frank Young and Charles McDade to the Board of Adjustment for additional three-year terms. (Community Development - B. Harless)
11. Discussion and consideration of declaring a 1994 Bauer UNII/20/E3 Self Contained Breathing Apparatus Cylinder (SCBA) fill station surplus and authorizing disposal by public auction or sealed bid. (Fire - B. Norton)
12. Discussion and consideration of declaring various items of City property as surplus property and authorizing their disposal through sealed bid, public auction, or by other means as necessary. (Community Development – B. Harless)

D. DISCUSSION ITEMS.

1. (PC-2025) Public hearing with discussion and consideration of an ordinance to redistrict from C-3, Community Commercial, to C-4, General Commercial, for the property described as a part the SE/4 of Section 27, T12N, R2W, and addressed as 1145 N. Midwest Blvd. (Community Development - B. Harless)
2. (PC-2028) Public hearing with discussion and consideration of an ordinance to redistrict from A-1, Agriculture to R-6, Single Family Detached Residential, for the property described as a part the NE/4 of Section 8, T11N, R1W, and addressed as a part of 2101 S. Anderson Road. (Community Development - B. Harless)
3. (PC – 2029) Discussion and consideration of approval of the proposed final plat of the Ibanez Addition, described as a part of the NW/4 of Section 5, T11N, R1W and addressed as 10309 Belmont Ave. (Community Development - B. Harless)
4. (PC – 2030) Discussion and consideration of approval of the proposed preliminary plat of the Mary Knowlin Estate, described as a part of the SW/4 of Section 8, T11N, R1W, addressed as 2500 Hand Road. (Community Development - B. Harless)
5. (PC –2031) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit to allow the use of Group Residential in the R-6, Single Family Detached Residential district, for the property described as a part of the NW/4 of Section 34 T-11-N, R-2-W, located at 3612 Oak Grove Drive. (Community Development - B. Harless)
6. Discussion and consideration of approval of the proposed preliminary plat of Ryan’s Ridge, described as a part of the SW/4 of Section 6, T11N, R1W, located at 10332 SE 10th Street. (Community Development - B. Harless)

7. Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 28, Offenses-Miscellaneous, Article V, Offenses Against Public Peace, Section 28-90.1, Disorderly Conduct; establishing an effective date; and providing for repealer and severability. (Police - B. Clabes)
 8. Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 28, Offenses-Miscellaneous, Article IV, Offenses Against Property, Section 28-54, Trespass; establishing an effective date; and providing for repealer and severability. (Police - B. Clabes)
 9. Discussion and consideration of an ordinance amending Chapter 32, Peddlers and Solicitors, of the Midwest City Code, by amending Article III, Peddlers and Solicitors, Section 32-60 Food Trucks, License Required and providing for repealer and severability; and declaring an emergency. (Community Development - B. Harless)
 10. Discussion and consideration of approving the five-year Council Plans and Priorities to be distributed to the public. (City Manager - T. Lyon)
 11. Discussion and consideration approving the purchase of one (1) new E-One Fire Ladder Truck with Chief Fire and Safety Co. Inc. for a total price of \$1,148,000.00 per State Contract SW0240. (Fire - B. Norton)
- E. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the City Council on any Subject not scheduled on the Regular Agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.
- F. FURTHER INFORMATION.
1. Minutes of the November 5, 2019 Board of Adjustment meeting. (Community Development - B. Harless)
 2. Minutes of the November 5, 2019 Planning Commission meeting. (Community Development - B. Harless)
- G. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City Council Minutes

November 12, 2019 – 6:00 PM

This meeting was held in the Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Mayor Matt Dukes called the meeting to order at 6:01 PM with the following members present: Councilmembers Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen and Jeff Moore with City Clerk Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: none.

OPENING BUSINESS. The invocation was given by Assistant City Manager Vaughn Sullivan, followed by the Pledge of Allegiance led by Carl Albert High School Jr. ROTC Cadets Lair and West Barkema. Council and Staff made community-related announcements.

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

* Councilmember Reed left the meeting at 6:14 PM.

1. Discussion and consideration of approving the minutes of the October 22, 2019 meeting.
2. Discussion and consideration of 1) approving and entering into the 2020 Safe Oklahoma Grant Program Contract with the Oklahoma Attorney General's Office to establish the terms and conditions under which the City will receive a law enforcement grant in the amount of \$45,000; and 2) authorizing the mayor and/or city manager to execute such documents and enter into such agreements as are necessary or appropriate to carry out the objectives of the grant.
3. Discussion and consideration of approving and entering into a contract in an amount not to exceed \$10,000 for fiscal year 2019/2020 with Jay D. Collins to establish the terms and condition under which he shall serve as the Volunteer Income Tax Assistance Center Coordinator.
4. Discussion and consideration of awarding the bid to MagneGrip, DBA Clean Air Concepts, and entering into a contract for purchase and installation of five (5) new Fire Station Exhaust Removal Systems in an amount not to exceed \$224,122.00.
5. Discussion and consideration of approving a Resolution 2019-31 between the City of Midwest City and Oklahoma County for the purpose of adopting a partnership for a Hazard Mitigation Plan where the City of Midwest City will accept the Plan developed by the County as outlined in Section 9 of the Oklahoma County Hazard Mitigation Plan 2019 Update.
6. Discussion and consideration of declaring a 2005 GMC truck, equipment #050205, as surplus and authorizing disposal by sealed bid, public auction or other means as necessary.
7. Discussion and consideration of declaring one (1) 2001 Chevrolet S10 Pickup as surplus and authorizing disposal by public auction, sealed bid, destruction, or other means if necessary.

DISCUSSION ITEMS.

1. **Discussion and consideration of approving an ordinance amending the Midwest City Municipal Code, Chapter 21, Human Rights, by amending Article II Fair Housing, Division I Generally; by repealing and reserving Section 21-16, Fair Housing; by amending Section 21-17, Complaints; by repealing and reserving Sections 21-18, Investigation of Complaints, 21-19, Hearings, 21-20, Filing of Charges; by amending Division 2 Discriminatory Practices, Title; by amending Section 21-32, Prohibited Acts; by amending Section 21-33, Exemptions; by repealing and reserving Section 21-34, Violations; and providing for repealer and severability.** Eads made a motion to approve Ordinance 3395, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Reed. Motion carried.

* Councilmember Reed returned to the meeting at 6:15 PM.

2. **Discussion and consideration of passing and approving a resolution and proclamation authorizing the calling and holding of a primary election on February 11, 2020, if necessary, and a general election, if necessary, on April 7, 2020 in wards 2, 4, and 6 of the City of Midwest City, County of Oklahoma, State of Oklahoma, for the purpose of electing Ward 2, 4, and 6 councilmembers; enumerating the qualifications for those offices; and establishing the filing period.** Eads made a motion to approve Resolution 2019-30, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
3. **Discussion and consideration of entering into and approving an Agreement for Professional Services with R.L. Shears in the amount of \$241,411.00 to design the expansion of the Mid-America Park. This is a General Bond Obligation project.** Allen made a motion to approve the Agreement, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
4. **Public hearing with discussion and consideration of a resolution declaring the structure located at 1205 Loftin Drive, a dilapidated building as defined in Title 11 22-112(C) 1. Oklahoma State Statutes and setting dates to demolish and remove the structure from the site.** After Staff and Council discussion, Eads made a motion to approve Resolution 2019-32, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
5. **Discussion and Consideration approving Amendment No. 1 to the construction management contract with CMS Willowbrook, Inc. for the Reed Conference Center 2019 Renovations for additional meeting room space in an amount not to exceed \$797,916.35.** After Staff and Council discussion, Reed made a motion to approve the amendment, as submitted, seconded by Eads. Voting aye: Eads Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

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

ADJOURNMENT. Mayor Dukes adjourned the meeting at 6:23 PM.

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk



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

TO: Honorable Mayor and City Council

FROM: Christy Barron, City Treasurer/Finance Director

DATE: November 26, 2019

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase. Employee Activity Fund, expenses/MWC Activities (38) \$2,900. Special Police Projects Fund, revenue/Police Department (62) \$10,000; expenses/Police Department (62) \$4,000; Sooner Rose TIF Fund, expenses/Hospital Authority (90) \$24,000.

The first supplement is to budget for the band for the employee Christmas party. The second supplement is needed to budget \$10,000 police donation and \$4,000 to purchase police promotional items. The third supplement is needed to budget 5th amendment to Sooner Rose TIF District Development Financing Agreement.

Christy Barron
Finance Director

SUPPLEMENTS

November 26, 2019

Fund Employee Activity Fund (035)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
38	MWC Activities			2,900	
		<u>0</u>	<u>0</u>	<u>2,900</u>	<u>0</u>

Explanation:
To budget band for Christmas party. Funding to come from fund balance.

Fund SPECIAL POLICE PROJECTS (031)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		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	Police Department	10,000			
62	Police Department			4,000	
		<u>10,000</u>	<u>0</u>	<u>4,000</u>	<u>0</u>

Explanation:
To budget receipt of \$10,000 donation and \$4,000 to be used for purchase of promotional items.

Fund SOONER ROSE TIF (352)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
90	Hospital Authority			24,000	
		<u>0</u>	<u>0</u>	<u>24,000</u>	<u>0</u>

Explanation:
To budget Development Financing Agreement Amendment 5. Funding to come from fund balance.



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: November 26, 2019

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

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of October 2019 which is the fourth (4) period of the FY 2019/2020.

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

Troy Bradley, Human Resources Director

FISCAL YEAR 2019-2020	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
PLAN INCOME												
Projected Budgeted (MTD)	674,837	674,837	674,837	674,837	674,837	674,837	674,837	674,837	674,837	674,836	674,836	674,836
Actual (MTD)	627,213	652,720	650,545	655,169								
Projected Budgeted (YTD)	674,837	1,349,674	2,024,511	2,699,348								
Actual (YTD)	627,213	1,279,933	1,930,478	2,585,647								
PLAN CLAIMS/ADMIN COSTS	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
Projected Budgeted (MTD)	727,655	640,699	727,655	640,699	640,699	727,655	640,699	640,699	727,655	640,698	640,698	640,698
Actual (MTD)	646,453	673,397	845,354	678,761								
Projected Budgeted (YTD)	727,655	1,368,354	2,096,009	2,736,708								
Actual (YTD)	646,453	1,319,850	2,165,204	2,843,965								
EXCESS INCOME vs. EXPENDITURES	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
Projected Budgeted (MTD)	-52,818	34,138	-52,818	34,138	34,138	-52,818	34,138	34,138	-52,818	34,138	34,138	34,138
Actual (MTD)	-19,240	-20,677	-194,809	-23,592								
Projected Budgeted (YTD)	-52,818	-18,680	-71,498	-37,360								
Actual (YTD)	-19,240	-39,917	-234,726	-258,318								
FISCAL YEAR 2018-2019	Jul - 18	Aug - 18	Sep - 18	Oct - 18	Nov - 18	Dec - 18	Jan - 19	Feb - 19	Mar - 19	Apr - 19	May - 19	Jun - 19
PLAN INCOME												
Projected Budgeted (MTD)	590,806	886,209	590,806	590,806	590,806	590,806	590,806	590,806	886,209	590,806	590,806	590,806
Actual (MTD)	580,003	778,717	869,305	675,077	605,701	604,448	596,882	575,414	821,358	578,427	665,692	606,593
Projected Budgeted (YTD)	590,806	1,477,015	2,067,821	2,658,627	3,249,433	3,840,239	4,431,045	5,021,851	5,908,060	6,498,866	7,089,672	7,680,478
Actual (YTD)	580,003	1,358,720	2,228,025	2,903,102	3,508,803	4,113,251	4,710,133	5,285,547	6,106,905	6,685,332	7,351,024	7,957,617
PLAN CLAIMS/ADMIN COSTS	Jul - 18	Aug - 18	Sep - 18	Oct - 18	Nov - 18	Dec - 18	Jan - 19	Feb - 19	Mar - 19	Apr - 19	May - 19	Jun - 19
Projected Budgeted (MTD)	569,824	854,736	569,824	569,824	569,824	569,824	569,824	569,824	854,736	569,824	569,824	569,824
Actual (MTD)	697,154	533,729	955,290	867,993	682,361	587,394	736,335	389,324	755,224	518,118	696,172	634,023
Projected Budgeted (YTD)	569,824	1,424,560	1,994,384	2,564,208	3,134,032	3,703,856	4,273,680	4,843,504	5,698,240	6,268,064	6,837,888	7,407,712
Actual (YTD)	697,154	1,230,883	2,186,173	3,054,166	3,736,527	4,323,921	5,060,256	5,449,580	6,204,804	6,722,922	7,419,094	8,053,117
EXCESS INCOME vs. EXPENDITURES	Jul - 18	Aug - 18	Sep - 18	Oct - 18	Nov - 18	Dec - 18	Jan - 19	Feb - 19	Mar - 19	Apr - 19	May - 19	Jun - 19
Projected Budgeted (MTD)	20,982	31,473	20,982	20,982	20,982	20,982	20,982	20,982	31,473	20,982	20,982	20,982
Actual (MTD)	-117,151	244,988	-85,985	-192,916	-76,660	17,054	-139,453	186,090	66,134	60,309	-30,480	-27,430
Projected Budgeted (YTD)	20,982	52,455	73,437	94,419	115,401	136,383	157,365	178,347	209,820	230,802	251,784	272,766
Actual (YTD)	-117,151	127,837	41,852	-151,064	-227,724	-210,670	-350,123	-164,033	-97,899	-37,590	-68,070	-95,500

**FY19-20 CHANGE TO 24 PAY PERIODS FROM 26
2 EACH MONTH**

Oct 4/FY 2020: \$1,849,017
 Oct 4/FY 2019: \$2,054,713
 Oct 4/FY 2018: \$2,073,741
 Oct 4/FY 2017: \$1,644,389

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



The City Of Midwest City
Neighborhood Services Department
Neighborhoods In Action • Code Enforcement • Neighborhood Initiative

MEMO

To: Honorable Mayor and Council
From: Mike S. Stroh, Neighborhood Services Director
Date: November 26, 2019
Subject: Discussion and consideration of accepting the Monthly Neighborhood Services report for October 2019.

In October 2019, the Code Enforcement Division had seven officers for the month. City Clerk's Code Officer was included in these numbers. Together they opened 666 new cases, cleared 1,054 cases, contracted 92 properties, and wrote 34 new citations. This makes 7,639 cases for the year and we currently have 502 open cases.

Here is a breakdown of all the violations worked for the month.

	October 2018	Total 2018	October 2019	Total 2019
Tall Grass & Weeds	122	2,498	165	2,439
Rubbish	47	689	182	839
Trash & Debris	112	1,527	111	1,394
Other Nuisance	189	1,439	121	1,384
Structures	31	805	32	758
Vehicles	29	486	48	533

This shows a comparison between 2018 and 2019 of the total cases worked by each ward.

	October 2018	Total 2018	October 2019	Total 2019
Ward 1	96	2,406	211	2,225
Ward 2	38	783	129	1,197
Ward 3	131	1,335	119	1,530
Ward 4	62	661	55	616
Ward 5	116	1,480	109	1,317
Ward 6	102	915	43	754

For the total in the Tall Grass & Weeds we only count the one notice type.

For the total in the Rubbish we only count the one notice type.

For the total in the Trash & Debris we only count the one notice type.

For the total in the Other Nuisance we count thirty-two notice types; Alcoholic Beverages, Assistance to Another Officer, Beer License, Coin Amusement Devices, Collection/Donation Boxes-Debris, Collection/Donation Boxes-Maintenance, Collection/Donation Boxes-Registered, Computer Work, Family Amusement License, Garage Sale-Permit Required, Graffiti, Health License, Litter, Misc. Violation, Nuisance Yard, Personal Storage Units (Commercial), Personal Storage Units (Residential), PM-Sewer, PM-Utilities Required-Water, Polycarts, Pool and Billiard Halls, Sight Triangle, Solicitor-Permit Required, Sports Equipment, Temporary Signs, Thank You Cards, Trim Trees, Utilities Required-Sanitation, Zoning-Group Residential, Zoning-Merchandise For Sale, and Zoning-C-3.

For the total in the Structures we count thirteen notice types; Address Numbers, PM-Accessory Structure, PM-Blighting Influence, PM-Boarded Dwellings, PM-Condemned Structure, PM-Exterior Paint, PM-Garage Doors, PM-General Exterior, PM-Open and Unsecure, PM-Roofs & Drainage, PM-Stairways and Porches, PM-Swimming Pools, Spas & Hot Tubs, PM-Vacant (Dilapidated) Structures, and PM-Windows and Glazing.

For the total in the Vehicle we count four notice types; Commercial Soft Surface, Inoperative Vehicle, Parking or Storing Commercial Vehicles, and Soft Surface Parking.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director



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
Kelly Gilles, Manager
COMPREHENSIVE PLANNER
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

TO : Honorable Mayor and Council

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

DATE : November 26th, 2019

SUBJECT : Discussion and consideration of approving Supplement No. 1 to the Agreement for Professional Engineering Services with Jacobs Engineering Group, in an amount of \$19,969.00, for the completion of the construction plans for the signal upgrade project.

On August 23, 2016, City Council approved the original agreement with Jacobs Engineering Group for the purposes of designing plans for a federally funded signal upgrade project, in an amount of \$80,500. Early on in the design project, it was found the originally agreed scope was too large to fully fund as one project. City staff then decided to split the scope into two separate projects in order to obtain the 100% safety federal funds.

The first phase of the signal projects were let in October of this year with construction expected to start early 2020. Awarded to Mid-State Traffic Control in the amount of \$618,806.50 and includes:

- Upgrades to video detection, pedestrian signals, and ADA ramps at five intersections:
 - Air Depot Boulevard / Adair Boulevard
 - Air Depot Boulevard / Reno Avenue
 - NE 10th Street / Willowbrook School
 - NE 10th Street / Christine Drive
 - NE 23rd Street / Douglas Boulevard
- New pedestrian HAWK crossing at Midwest Boulevard / Country Club Terrace
- New Emergency Pre-Emption Systems at 19 intersections throughout the city.

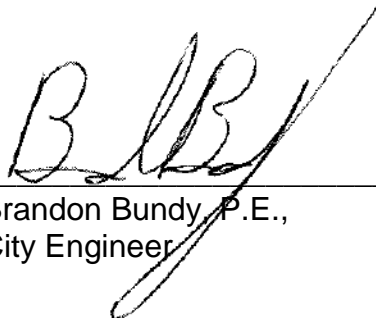
The second phase is funded for this year expect to bid summer of 2020. This phase includes:

- Upgrades to video detection, pedestrian signals, and ADA ramps at eight intersections:
 - Midwest Boulevard / Steed Drive
 - Midwest Boulevard / General Senter Drive
 - Midwest Boulevard / Reno Avenue
 - SE 15th Street / Ballad Drive
 - SE 15th Street / Douglas Boulevard
 - Reno Avenue / Bella Vista Drive (Key Boulevard)
 - Reno Avenue / Glenhaven Drive
 - Reno Avenue / Parklawn Drive

Again, the construction funds for this project are 100% federally funded and the City is only responsible for design costs.

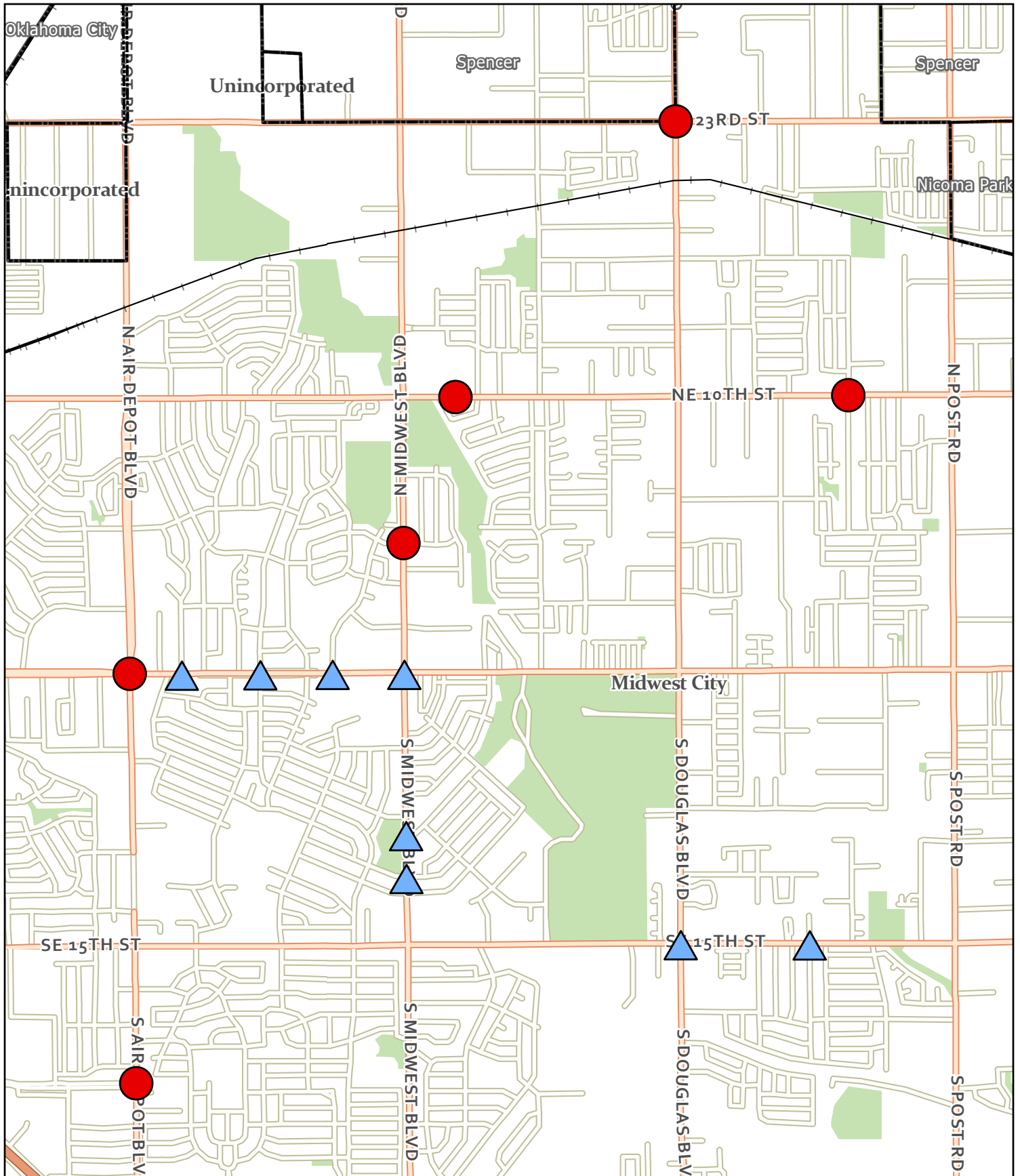
I am available for any additional questions.

Staff recommends approval.



Brandon Bundy, P.E.,
City Engineer

Attachment



- 1
- 2



1 in = 2,500 ft
when printed actual size
on 8.5"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.

Midwest City Traffic Safety Improvements Project Supplement No. 1

ATTACHMENT “B” SCOPE OF WORK

This is a request for a Supplement to the Scope of Work to revise engineering services, to prepare plans, specifications and bid packages.

1. Task 2: Preliminary Plan Development

1.1 Preparation of 60% Review Plans

The project will be split into two different projects, Project Phase I and Project Phase II. A preliminary engineer’s cost estimate will be provided for both projects with the submittal for review by ODOT and the City, prepared with ODOT’s current *Estimator* catalogs.

2. Task 3: Final Plan Development

2.1 Preparation of Final PS&E Plans

The engineer’s cost estimate will be provided for both projects, Project Phase I and Project Phase II for review by ODOT and the City, prepared with ODOT’s current *Estimator* catalogs. Electronic files of the estimate will be provided.

3. Task 5: Construction Phase Services

3.1 Assistance during Construction

The City will perform inspection during construction. Jacobs is not expected to perform construction phase services.

4. Task 6: Record Drawings

4.1 Preparation of Record Drawings

Following the project’s construction, Jacobs will prepare record drawings for both Project Phase I and Project Phase II based on plan mark ups provided by the City and/or ODOT. The record drawings will be submitted within three weeks (21 calendar days) of receipt of the mark ups.

5. Project Deliverables

The following will be submitted to the City, or others as indicated, by Jacobs:

1. Right-of-Way Plan (60%) Submittal: Project Phase I - Eight (8) 11"x17" plan sets will be provided at this stage for ODOT's review. Two (2) 11"x17" plan sets will be provided for the City's review. A combined PDF of the plans and updated preliminary cost estimate will be provided to both ODOT and the City. Plans will be provided for review by nearby utility companies/owners.
2. Right-of-Way Plan (60%) Submittal: Project Phase II - Eight (8) 11"x17" plan sets will be provided at this stage for ODOT's review. Two (2) 11"x17" plan sets will be provided for the City's review. A combined PDF of the plans and updated preliminary cost estimate will be provided to both ODOT and the City. Plans will be provided for review by nearby utility companies/owners.
3. 90% Plan Submittal: Project Phase I - Eight (8) 11"x17" plan sets will be provided at this stage for ODOT's review. Two (2) 11"x17" plan sets will be provided for the City's review. A combined PDF of the plans and revised cost estimate will be provided to both ODOT and the City.
4. 90% Plan Submittal: Project Phase II - Eight (8) 11"x17" plan sets will be provided at this stage for ODOT's review. Two (2) 11"x17" plan sets will be provided for the City's review. A combined PDF of the plans and revised cost estimate will be provided to both ODOT and the City.
5. Final PS&E Plan Submittal: Project Phase I - Eight (8) 11"x17" plan sets will be provided at this stage for ODOT's review. Two (2) 11"x17" plan sets will be provided for the City's review. A combined PDF of the plans, the final cost estimate, and any required special provisions will be provided to both ODOT and the City. DGN files of the final plans and the final Estimator files will be submitted to both ODOT and the City.
6. Final PS&E Plan Submittal: Project Phase II - Eight (8) 11"x17" plan sets will be provided at this stage for ODOT's review. Two (2) 11"x17" plan sets will be provided for the City's review. A combined PDF of the plans, the final cost estimate, and any required special provisions will be provided to both ODOT and the City. DGN files of the final plans and the final Estimator files will be submitted to both ODOT and the City.
7. As-Built Plans:
Project Phase I - A combined PDF of the as-built plans will be provided to the City.
Project Phase II - A combined PDF of the as-built plans will be provided to the City.

ADDITIONAL SERVICES

The following items are not included under this agreement and will be considered as extra work as requested by the City:

1. The City have requested from Jacobs to use a GPS pre-emption as an alternate to the regular EPS system
2. The City provided comments which required revisions to the final signed and sealed design plans (final deliverable)
3. Jacobs performed work requested by the City to assist ODOT's Local Government Division for NEPA processing at the post design completion stage
4. Any additional work or revisions to design plans after this point will be captured in the next supplement

ATTACHMENT “C” COMPENSATION

The CITY agrees to pay, as compensation for services set forth in Attachment B, the following fees, payable monthly as each Phase of the work progresses; and within 30 calendar days of receipt of invoice. ENGINEER shall submit monthly invoices based upon actual hours used and deliverables provided at the time of billing. (See Exhibit 3 – PROJECT Fee Schedule). Invoices shall be accompanied by such documentation as the CITY may require in substantiation of the amount billed.

1. TOTAL COMPENSATION

TASK 2: PRELIMINARY PLAN DEVELOPMENT

For the work under Attachment “B” Task 2, Preliminary Plan Development, a lump sum amount of Five Thousand, Nine Hundred Forty-Four and 00/100 Dollars (\$ 5,944.00).

TASK 3: FINAL PLAN DEVELOPMENT

For the work under Attachment “B” Task 3, Final Plan Development, a lump sum amount of Seven Thousand, Seven Hundred Thirty-Five and 00/100 Dollars (\$ 7,735.00).

TASK 5: CONSTRUCTION PHASE SERVICES

Construction Phase Services are not included in the Scope of Services in Attachment “B”. Services of the Engineer requested by the City during the construction phase shall be billed on an hourly plus expenses basis.

TASK 6: RECORD DRAWINGS

For the work under Attachment “B” Task 6, Record Drawings, a lump sum amount of Two Hundred-Eleven and 00/100 Dollars (\$ 211.00).

ADDITIONAL SERVICES

For work performed as described in the previous page, a lump sum amount of Six Thousand, Seventy-Nine and 00/100 Dollars (\$ 6,079.00).

TOTAL FEE:

The total lump sum fee amount Nineteen Thousand, Nine Hundred- Sixty Nine and 00/100 Dollars (\$ 19,969.00).

SUPPLEMENTAL AGREEMENT NO. 1
for
PROFESSIONAL SERVICES
between
JACOBS ENGINEERING GROUP INC.
and
THE CITY OF MIDWEST CITY

TRAFFIC SAFETY IMPROVEMENT PROJECT

SUPPLEMENTAL AGREEMENT FOR PROFESSIONAL SERVICES

TABLE OF CONTENTS

ATTACHMENT “B”	Scope of Services	A1
ATTACHMENT “C”	Compensation	A4

**SUPPLEMENTAL AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS SUPPLEMENTAL AGREEMENT, made and executed as of the _____ day of _____, 2019 by and between **JACOBS ENGINEERING GROUP INC.**, with a place of business at 10001 Broadway Extension, Oklahoma City, OK 73114 (hereinafter called “Engineer”) and **THE CITY OF MIDWEST CITY**, with a place of business at 100 N. Midwest Blvd., Midwest City, Ok. 73110 (hereinafter called “Client”), collectively referred to herein as “Parties”, as provided in the original contract.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement to be effective as of the date first above written.

ENGINEER:
JACOBS ENGINEERING GROUP INC.

CLIENT:
CITY OF MIDWEST CITY

By: Spenta F. Irani _____

By: _____

Title: Manager of Projects _____

Title: _____

By: _____

Title: _____



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
Kelly Gilles, Manager
COMPREHENSIVE PLANNER
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

TO : Honorable Mayor and Council

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

DATE : November 26th, 2019

SUBJECT : Discussion and consideration of approving a federal aid programming resolution for inclusion into the FFY 2020-2023 Transportation Improvement Plan for a project to replace all the school zone flashers in the city and upgrade various intersections.

The accompanying programming resolution is required in order to have the referenced project considered in the first year of the Association of Central Oklahoma Governments update of the FFY 2020-2023 four year Transportation Improvement Plan (TIP). All projects that the city applies for federal aid funding for in the first year of the TIP must be programmed in this manner.

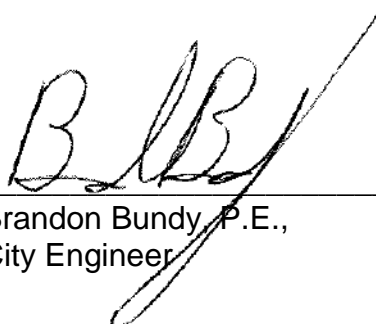
The preliminary construction cost estimate for this project is as follows:

- Replace all school zone flashers in the city (Qty 23) with new technology
- Upgrade various other signals as funds allow

Preliminary cost estimate - \$750,000 of which 100% are federal funds

No City funds are obligated at this time.

Staff recommends acceptance as this is consistent with past policy



Brandon Bundy, P.E.,
City Engineer

Attachment

**RESOLUTION 2019-
PROGRAMMING SURFACE TRANSPORTATION BLOCK GRANT
URBANIZED AREA (STBG-UZA) PROJECT**

WHEREAS, Surface Transportation Block Grant Program funds for urbanized areas have been made available for transportation improvements within the Oklahoma City Urban Area, and

WHEREAS, The City of Midwest City has selected a project described as follows: replacing school zone flashers and improving multiple signals at various locations throughout the city, and

WHEREAS, the engineer's preliminary estimate of cost is \$750,000, and Federal participation under the terms of the *Fixing America's Surface Transportation (FAST) Act* relating to Surface Transportation Block Grant Program Urbanized Area (STBG-UZA) funds is hereby requested for funding 100% of the project cost, which is estimated at \$750,000, and

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

WHEREAS, the City has the required matching funds available and further agrees to deposit matching funds by separate agreement with the Oklahoma Department of Transportation (ODOT) prior to advertising of the project for bid by ODOT, though none are required for this project, and

WHEREAS, the City has arranged for its city engineer, a qualified engineer, 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/Town/County, 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/Town/County'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 ____ day of _____, 2019.

ATTEST:

City Clerk

Mayor

Approved as to form and legality

City Attorney



CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

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

ENGINEERING DIVISION
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Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

TO : Honorable Mayor and Council

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

DATE : November 26th, 2019

SUBJECT : Discussion and consideration of approving a federal aid programming resolution for inclusion into the FFY 2020-2023 Transportation Improvement Plan for a project to reconstruct the drainage structure at SE 15th Street just west of Hiawassee Road.

The accompanying programming resolution is required in order to have the referenced project considered in the first year of the Association of Central Oklahoma Governments update of the FFY 2020-2023 four year Transportation Improvement Plan (TIP). All projects that the city applies for federal aid funding for in the first year of the TIP must be programmed in this manner.

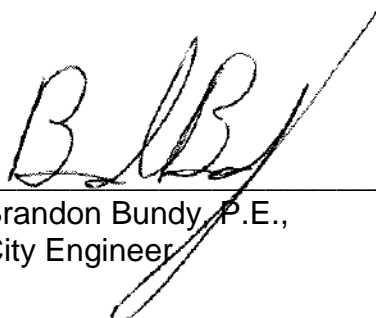
The preliminary construction cost estimate for this project is as follows:

Rebuild the drainage structure for SE 15th Street which conveys Choctaw Creek Tributary 4 East Branch.

Preliminary cost estimate - \$2,000,000 of which 80% are federal funds with a 20% local match.

No City funds are obligated at this time.

Staff recommends acceptance as this is consistent with past policy



Brandon Bundy, P.E.,
City Engineer

Attachment

**RESOLUTION 2019-
PROGRAMMING SURFACE TRANSPORTATION BLOCK GRANT
URBANIZED AREA (STBG-UZA) PROJECT**

WHEREAS, Surface Transportation Block Grant Program funds for urbanized areas have been made available for transportation improvements within the Oklahoma City Urban Area, and

WHEREAS, The City of Midwest City has selected a project described as follows: reconstruction of a drainage structure on SE 15th Street just west of Hiawasse Road which conveys Choctaw Creek Tributary 4 East Branch, and

WHEREAS, the engineer's preliminary estimate of cost is \$2,000,000, and Federal participation under the terms of the *Fixing America's Surface Transportation (FAST) Act* relating to Surface Transportation Block Grant Program Urbanized Area (STBG-UZA) funds is hereby requested for funding 80% of the project cost, which is estimated at \$1,600,000, 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 deposit matching funds by separate agreement with the Oklahoma Department of Transportation (ODOT) prior to advertising of the project for bid by ODOT, and

WHEREAS, the City has arranged for its city engineer, a qualified engineer, 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/Town/County, 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/Town/County'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 ____ day of _____, 2019.

ATTEST:

City Clerk

Mayor

Approved as to form and legality

City Attorney



CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

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

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TO : Honorable Mayor and Council

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

DATE : November 26th, 2019

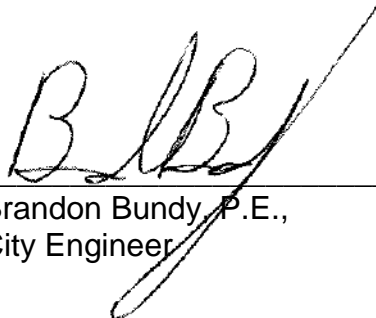
SUBJECT : Discussion and consideration of awarding the bid to and entering into a contract with Paragon Builders, LLC in the amount of \$214,854 for the SCIP Phase 2 – N.E. 23rd Street Trail construction project.

Bids were received on November 12th, 2019 for the above referenced project. Staff recommends award of the bid to Paragon Builders, LLC which submitted the lowest and best bid meeting specifications in the amount of \$214,854. Attached are the bid tabulations for the four bids received for the project, plus the engineer's estimate.

As a reminder, the City received a 2018 Recreational Trail Grant to expand the existing SCIP Recreational Trail. This bid award will cover the construction of a concrete trail under the existing N.E. 23rd Street Bridge. Future bids will be taken to complete the unpaved portions.

The funding for this project has already been appropriated in Fund 143.

Staff recommends awarding the bid to Paragon Builders, LLC.



Brandon Bundy, P.E.,
City Engineer

Attachment

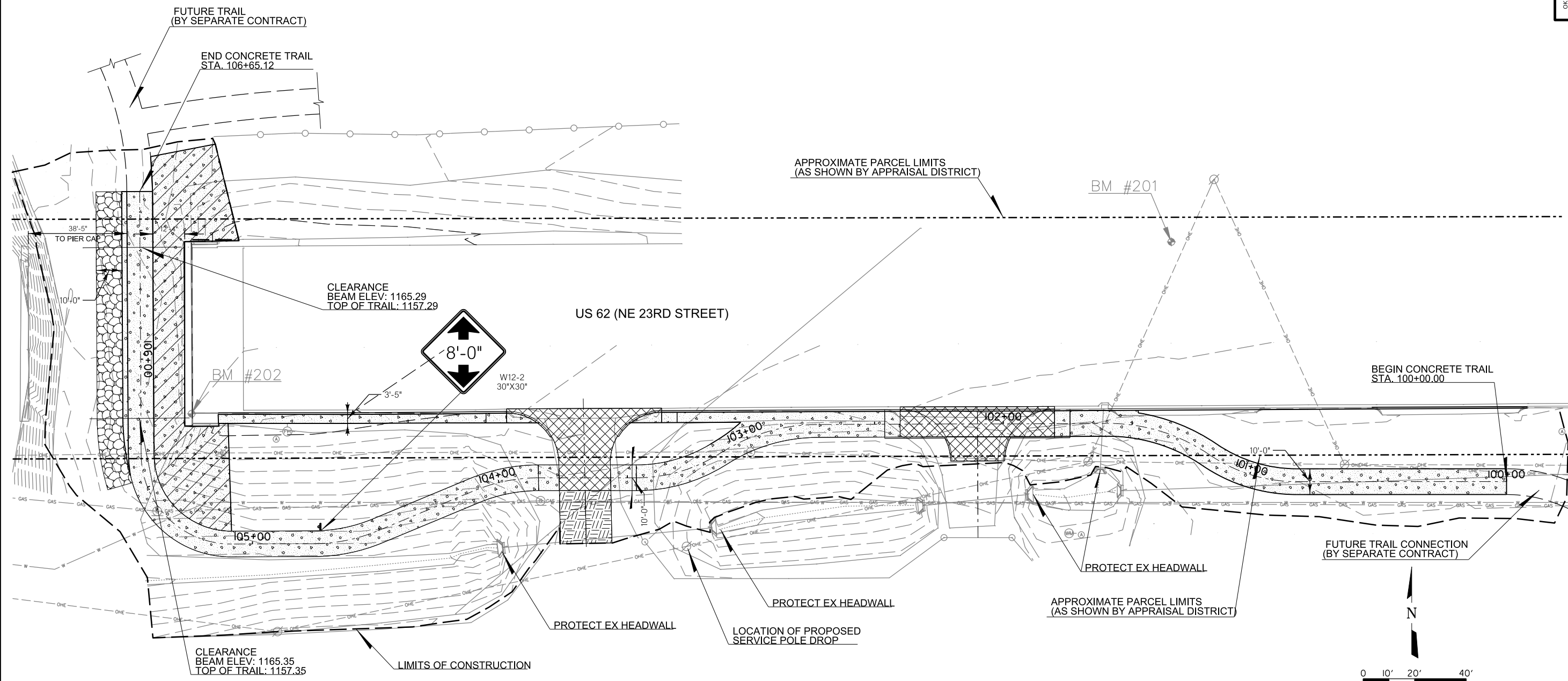
Item No.	Description	Unit	Estimated Quantity	Paragon Builders		Redlands Contracting		Rudy Construction		Silver Star Construction		AVERAGES		Engineer's Estimate		
				Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	
BASE BID																
GENERAL ITEMS																
1	201(A) 102	CLEARING AND GRUBBING	LSUM	1	\$ 3,000.00	\$ 3,000.00	\$ 8,000.00	\$ 8,000.00	\$ 25,000.00	\$ 25,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
2	Spec Section C	CONCRETE TESTING	EA	20	\$ 400.00	\$ 8,000.00	\$ 202.00	\$ 4,040.00	\$ 275.00	\$ 5,500.00	\$ 300.00	\$ 6,000.00	\$ 300.67	\$ 6,013.33	\$ 500.00	\$ 10,000.00
3	220 2800	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1	\$ 2,000.00	\$ 2,000.00	\$ 7,500.00	\$ 7,500.00	\$ 2,000.00	\$ 2,000.00	\$ 3,316.30	\$ 3,316.30	\$ 4,272.10	\$ 4,272.10	\$ 6,000.00	\$ 6,000.00
4	641 1552	MOBILIZATION	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 14,000.00	\$ 14,000.00	\$ 25,000.00	\$ 25,000.00	\$ 22,500.00	\$ 22,500.00	\$ 13,833.33	\$ 13,833.33	\$ 14,200.00	\$ 14,200.00
5	642(B) 96	CONSTRUCTION STAKING LEVEL II	LSUM	1	\$ 2,000.00	\$ 2,000.00	\$ 6,500.00	\$ 6,500.00	\$ 6,000.00	\$ 6,000.00	\$ 4,400.00	\$ 4,400.00	\$ 4,300.00	\$ 4,300.00	\$ 4,000.00	\$ 4,000.00
6	880(J) 8905	TRAFFIC CONTROL	LSUM	1	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00	\$ 6,000.00	\$ 20,000.00	\$ 20,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,833.33	\$ 3,833.33	\$ 6,000.00	\$ 6,000.00
REMOVAL ITEMS																
7	619(B) 4726	REMOVAL OF CURB AND GUTTER	LF	44	\$ 50.00	\$ 2,200.00	\$ 12.00	\$ 528.00	\$ 10.00	\$ 440.00	\$ 14.00	\$ 616.00	\$ 25.33	\$ 1,114.67	\$ 12.00	\$ 528.00
8	619(B) 4766	REMOVAL OF CONCRETE DRIVEWAY	SY	97	\$ 30.00	\$ 2,910.00	\$ 16.00	\$ 1,552.00	\$ 10.00	\$ 970.00	\$ 8.00	\$ 776.00	\$ 18.00	\$ 1,746.00	\$ 11.00	\$ 1,067.00
9	619(B) 4767	REMOVAL OF ASPHALT DRIVEWAY	SY	60	\$ 25.00	\$ 1,500.00	\$ 16.00	\$ 960.00	\$ 10.00	\$ 600.00	\$ 12.00	\$ 720.00	\$ 17.67	\$ 1,060.00	\$ 10.00	\$ 600.00
PAVING ITEMS																
10	Spec Section C	EARTHWORK	LSUM	1	\$ 26,000.00	\$ 26,000.00	\$ 24,250.00	\$ 24,250.00	\$ 35,000.00	\$ 35,000.00	\$ 15,000.00	\$ 15,000.00	\$ 21,750.00	\$ 21,750.00	\$ 16,200.00	\$ 16,200.00
11	221(C) 2801	TEMPORARY SILT FENCE	LF	542	\$ 3.50	\$ 1,897.00	\$ 4.00	\$ 2,168.00	\$ 2.00	\$ 1,084.00	\$ 1.85	\$ 1,002.70	\$ 3.12	\$ 1,689.23	\$ 3.00	\$ 1,626.00
12	221(F) 100	TEMPORARY SILT DIKE	LF	20	\$ 20.00	\$ 400.00	\$ 20.00	\$ 400.00	\$ 8.00	\$ 160.00	\$ 9.55	\$ 191.00	\$ 16.52	\$ 330.33	\$ 15.00	\$ 300.00
13	221(K) 600	TEMPORARY FIBER LOG	LF	15	\$ 20.00	\$ 300.00	\$ 20.00	\$ 300.00	\$ 12.00	\$ 180.00	\$ 4.00	\$ 60.00	\$ 14.67	\$ 220.00	\$ 6.00	\$ 90.00
14	Spec Section C	SOLID SLAB SODDING	SY	2,444	\$ 4.50	\$ 10,998.00	\$ 3.00	\$ 7,332.00	\$ 3.00	\$ 7,332.00	\$ 3.50	\$ 8,554.00	\$ 3.67	\$ 8,961.33	\$ 2.50	\$ 6,110.00
15	303(A) 2100	AGGREGATE BASE TYPE A (4")	CY	83	\$ 40.00	\$ 3,320.00	\$ 65.00	\$ 5,395.00	\$ 85.00	\$ 7,055.00	\$ 118.00	\$ 9,794.00	\$ 74.33	\$ 6,169.67	\$ 80.00	\$ 6,640.00
16	402(D) 223	TRAFFIC BOUND SURFACE COURSE TYPE D	TON	16	\$ 35.00	\$ 560.00	\$ 35.00	\$ 560.00	\$ 50.00	\$ 800.00	\$ 125.00	\$ 2,000.00	\$ 65.00	\$ 1,040.00	\$ 65.00	\$ 1,040.00
17	510(C) 6136	SLOPE WALL (6")	SY	359	\$ 80.00	\$ 28,720.00	\$ 212.00	\$ 76,108.00	\$ 130.00	\$ 46,670.00	\$ 125.00	\$ 44,875.00	\$ 139.00	\$ 49,901.00	\$ 175.00	\$ 62,825.00
18	SP 3226105	ARTICULATED CONCRETE BLOCK	SY	185	\$ 180.00	\$ 33,300.00	\$ 270.00	\$ 49,950.00	\$ 250.00	\$ 46,250.00	\$ 300.00	\$ 55,500.00	\$ 250.00	\$ 46,250.00	\$ 70.00	\$ 12,950.00
19	609(B) 383	COMBINED CURB & GUTTER (8" BARRIER)	LF	125	\$ 40.00	\$ 5,000.00	\$ 32.00	\$ 4,000.00	\$ 35.00	\$ 4,375.00	\$ 38.00	\$ 4,750.00	\$ 36.67	\$ 4,583.33	\$ 25.00	\$ 3,125.00
20	610(A) 602	4" CONCRETE SIDEWALK	SY	54	\$ 58.00	\$ 3,132.00	\$ 56.00	\$ 3,024.00	\$ 92.00	\$ 4,968.00	\$ 95.00	\$ 5,130.00	\$ 69.67	\$ 3,762.00	\$ 65.00	\$ 3,510.00
21	610(A) 605	6" CONCRETE SIDEWALK	SY	692	\$ 61.00	\$ 42,212.00	\$ 62.00	\$ 42,904.00	\$ 88.00	\$ 60,896.00	\$ 64.00	\$ 44,288.00	\$ 62.33	\$ 43,134.67	\$ 67.00	\$ 46,364.00
22	610(B) 605	6" CONCRETE DRIVEWAY	SY	200	\$ 61.00	\$ 12,200.00	\$ 62.00	\$ 12,400.00	\$ 70.00	\$ 14,000.00	\$ 64.00	\$ 12,800.00	\$ 62.33	\$ 12,466.67	\$ 75.00	\$ 15,000.00
23	850(A) 8110	SHEET ALUMINUM SIGNS	SF	6	\$ 100.00	\$ 600.00	\$ 110.00	\$ 660.00	\$ 60.00	\$ 360.00	\$ 50.00	\$ 300.00	\$ 86.67	\$ 520.00	\$ 25.00	\$ 150.00
24	851(B) 3216	2" @ 3.65 GALV. STL. ROUND POST	LF	9	\$ 30.00	\$ 270.00	\$ 15.00	\$ 135.00	\$ 40.00	\$ 360.00	\$ 33.00	\$ 297.00	\$ 26.00	\$ 234.00	\$ 10.00	\$ 90.00
TRAFFIC LIGHTING																
25	802(A) 8310	2" GALV. STEEL ELECTRICAL CONDUIT EXPOSED	LF	120	\$ 25.00	\$ 3,000.00	\$ 42.00	\$ 5,040.00	\$ 55.00	\$ 6,600.00	\$ 42.00	\$ 5,040.00	\$ 36.33	\$ 4,360.00	\$ 65.00	\$ 7,800.00
26	802(A) 8342	2" PVC SCH. 40 PLASTIC CONDUIT TRENCHED	LF	225	\$ 15.00	\$ 3,375.00	\$ 20.00	\$ 4,500.00	\$ 18.00	\$ 4,050.00	\$ 18.00	\$ 4,050.00	\$ 17.67	\$ 3,975.00	\$ 10.00	\$ 2,250.00
27	803(A) 8060	PULL BOXES (SIZE I)	EA	1	\$ 100.00	\$ 100.00	\$ 1,150.00	\$ 1,150.00	\$ 1,500.00	\$ 1,500.00	\$ 2,400.00	\$ 2,400.00	\$ 1,216.67	\$ 1,216.67	\$ 875.00	\$ 875.00
28	809(B) 8098	UNDERPASS LUMINIARE (LED)	EA	2	\$ 300.00	\$ 600.00	\$ 1,620.00	\$ 3,240.00	\$ 2,000.00	\$ 4,000.00	\$ 1,650.00	\$ 3,300.00	\$ 1,190.00	\$ 2,380.00	\$ 900.00	\$ 1,800.00
29	810(A) 3118	SERVICE POLE	EA	1	\$ 600.00	\$ 600.00	\$ 6,260.00	\$ 6,260.00	\$ 10,500.00	\$ 10,500.00	\$ 4,700.00	\$ 4,700.00	\$ 3,853.33	\$ 3,853.33	\$ 9,250.00	\$ 9,250.00
30	811 8044	1/C NO.10 ELECT. COND.	LF	690	\$ 10.00	\$ 6,900.00	\$ 4.00	\$ 2,760.00	\$ 1.50	\$ 1,035.00	\$ 4.00	\$ 2,760.00	\$ 6.00	\$ 4,140.00	\$ 1.00	\$ 690.00
31	811 8044	1/C NO. 10 ELECT. COND. (GROUND)	LF	345	\$ 8.00	\$ 2,760.00	\$ 4.00	\$ 1,380.00	\$ 1.50	\$ 517.50	\$ 4.00	\$ 1,380.00	\$ 5.33	\$ 1,840.00	\$ 1.00	\$ 345.00
BASE BID AMOUNT					\$	214,854.00	\$	302,996.00	\$	343,202.50	\$	274,000.00	\$	263,950.00	\$	251,425.00

OKLAHOMA REGISTERED ENGINEERING FIRM CA 511

PROFESSIONAL ENGINEER
BRANDON HUXFORD
 29943
 10/17/19

FREESSE AND NICHOLS
 555 N. Northshore Ave. Suite 200
 Oklahoma City, Oklahoma 73112
 Phone - (405) 607-7060
 Web - www.freese.com
 Expiration Date: 06/30/2020

CITY OF MIDWEST CITY
SCIP PHASE 2 - N.E. 23RD ST TRAIL
 CIVIL
TRAIL PLAN SHEET



LEGEND

- 6" TRAIL / 4" SIDEWALK
- 6" CONC. DRIVEWAY
- 6" SLOPE WALL
- ARTICULATED CONCRETE BLOCK (ACB)
- 6" TBSC DRIVEWAY

NOTE:
 1. ARTICULATED CONCRETE BLOCK SHALL BE INSTALLED PER THE MANUFACTURERS RECOMMENDED STANDARDS. UPSTREAM AND DOWNSTREAM ENDS SHOULD HAVE A 2-FOOT TOE.

NO.	ISSUES	DATE	BY	DESIGNED	DRAWN	REVISION	CHECKED	FILE NAME
								CV-TRT-PL-PLAN01.dgn

VERIFY SCALE: Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

SHEET: PV-1
 SEQ.: 8

MicroStation V8 User: chm, OfficeOn Site
 Path: N:\I\Drawings\3_Roadway\CV-TRT-PL-PLAN01.dgn
 Plot Scale: 1/4" = 10'-0" (1/4" = 10'-0")
 Date: Oct 17, 2019 - 11:31:33 AM
 Project: Oklahoma DOT



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: November 26, 2019

Subject: Plat Correction for the Turtlewood 6th Addition Final Plat to correct an error on the dimensions of Lot 16, Block 10 on the approved and recorded plat.

Dates of Hearing: City Council – November 26, 2019

Applicant: Chris Anderson, SMC

The applicant submitted a plat correction certificate to staff for review and approval by the City Council. The applicant found an error regarding the lot width of Lot 16, Block 10 of the Turtlewood 6th Addition Final Plat. The filed and corrected exhibits showing the incorrect and corrected dimensions are attached. Staff asked the applicant to complete a comprehensive review of the plat to ensure no other errors are present. The applicant confirmed on October 30, 2019 that no other errors on the plat of Turtlewood 6th Addition have been found.

Municipal Code Citation

Section 38-23(A) District Court Remedy

Any recorded Subdivision Plat which has been erroneously described on any record in the chain of title to said Plats, or are otherwise defective on their face may be corrected pursuant to the provisions of Sections 41-112 through 41-115 of Title 11 of the Oklahoma Statutes.

Staff recommends approval.

Billy Harless, AICP
Community Development Director

KG



Your Civil Engineering Solution

Consulting Engineers, P.C.
815 West Main
Oklahoma City, OK 73106
405-232-7715
FAX 405-232-7859
www.smcokc.com

*Civil Engineering
Land Development
Storm Water Management*

Terence L. Haynes
Christopher D. Anderson
Muhammad A. Khan

October 8, 2019

Ms. Kellie Gilles,
Planning Manager
City of Midwest City
100 N. Midwest Blvd.
Midwest City, Oklahoma 73140

Re : Plat Correction
Turtlewood 6th Addition
Midwest City, Oklahoma
SMC#5405.06

Dear Ms. Gilles,

Here are the documents for a Plat Correction at Turtlewood 6th Addition. There were dimensions on Lot 16, Block 10 that were incorrect. This includes the exhibits that show the "as filed" version and the "as corrected" version.

Please proceed with City Council approval.

Sincerely,

SMC Consulting Engineers, P.C.

Christopher D. Anderson, P.E.

c.c. Mo Sharifi
File

ATTACHMENT "A"
PLAT CORRECTION #2- AS FILED
TURTLEWOOD 6th ADDITION

A PART OF THE S.E. 1/4, SECTION 7, T11N, R1W, I.M.
 MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

ORIGINAL FILING INFO:



20190304010268270
 03/04/2019 10:52:39 AM
 Bk:PL77 Pg:55 Pgs:2 PLAT
 State of Oklahoma
 County of Oklahoma
 Oklahoma County Clerk
 David B. Hooten

5' ~ N 88°35'40" E

60.00'	60.00'	60.00'	55.00'	60.00'	60.00'
S 01°24'20" E	S 01°24'20" E	S 01°24'20" E	S 01°24'20" E	S 01°24'20" E	S 01°24'20" E
14	15	16	17	18	19
110.00'	110.00'	110.00'	110.00'	110.00'	110.00'
-10529-	-10533-	-10537-	-10541-	-10545-	-10549-
60.00'	60.00'	60.00'	55.00'	60.00'	50.00'

 AS FILED

. 23rd ST.


35'40" E ~ 731.47'

5.00'	55.00'	55.00'	55.00'	55.00'	55.00'
0520-	-10524-	-10528-	-10532-	-10536-	-10540-
10.00'	10.00'	110.00'	110.00'	110.00'	110.00'
24'20" W	24'20" W	24'20" W	24'20" W	24'20" W	24'20" W
6	7	8	9	10	11

ATTACHMENT "B"
PLAT CORRECTION #2 - AS CORRECTED
TURTLEWOOD 6th ADDITION

A PART OF THE S.E. 1/4, SECTION 7, T11N, R1W, I.M.
 MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

ORIGINAL FILING INFO:



20190304010268270
 03/04/2019 10:52:39 AM
 Bk:PL77 Pg:55 Pgs:2 PLAT
 State of Oklahoma
 County of Oklahoma
 Oklahoma County Clerk
 David B. Hooten

N 88°35'40" E

60.00'	60.00'	55.00'	55.00'	60.00'	60.00'
4	15	16	17	18	19
110.00'	110.00'	110.00'	110.00'	110.00'	110.00'
S 01°24'20" E	S 01°24'20" E	S 01°24'20" E	S 01°24'20" E	S 01°24'20" E 15' U/E	S 01°24'20" E
529.00'	10533.60.00'	10537.55.00'	10541.55.00'	10545.60.00'	10.29' 50.00'
				25' B/L	105.4

 AS CORRECTED

rd ST.

E ~ 731.47'

55.00'	55.00'	55.00'	55.00'	55.00'	41.00'
7	8	9	10	11	
10.00'	10.00'	10.00'	10.00'	10.00'	110.00'
24'20" W	24'20" W	24'20" W	24'20" W 25' B/L	24'20" W	24'20" W
10524	10528	10532	10536	10540	10544

CERTIFICATE OF REGISTERED LAND SURVEYOR
CORRECTION OF PLAT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

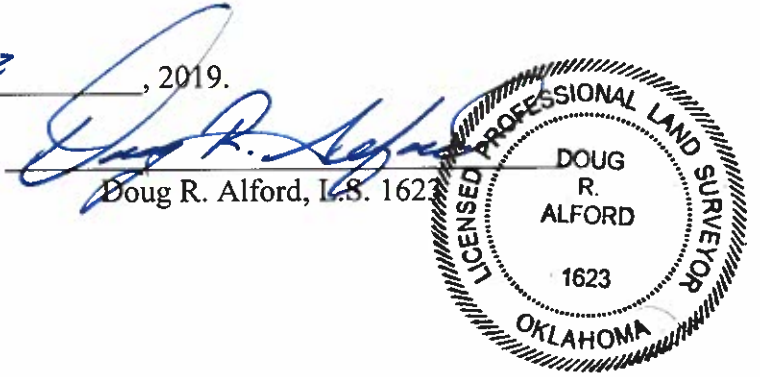
1. The undersigned, Doug R. Alford, the Licensed Land Surveyor who executed the subdivision plat of Turtlewood 6th, an addition to the City of Midwest City, Oklahoma, being a part of the S.E. ¼ of Section 7, Township 11 North, Range 1 West, of the Indian Meridian, certifies that said Plat was duly filed and recorded in Plat Book 77 of Plats, on Page 55 of the records in the office of the County Clerk of Oklahoma County, Oklahoma.
2. The surveyor hereby certifies that said instrument is being corrected to reflect the following changes;

The lot dimensions along the North and South lines of Lot 16 Block 10 were incorrect

See Attachment "A" - Lot dimensions of Lot 16, Block 10 as filed
See Attachment "B" - Lot dimensions of Lot 16, Block 10 as corrected

This revision is hereby amended and corrected by the certificate pursuant to the provisions of Section 41-115 of Title 11 of the Oklahoma Statutes.

Dated this 4th day of October, 2019.



STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public, in and for said County and State, on this 4th day of October, 2019, personally appeared Doug R. Alford, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: 6-1-2023 Laura J Pons
Notary Public



Be it resolved by The Council of the City of Midwest City that the plat correction of Turtlewood 6th Addition, shown hereon is approved by the City of Midwest City, this _____ day of _____, 2019.

ATTEST: CITY OF MIDWEST CITY

City Clerk Mayor

Approved as to form only this _____ day of _____, 2019.

Assistant Municipal Counselor



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: November 26, 2019

Subject: Discussion and consideration of reappointing Jess Huskey, Frank Young and Charles McDade to the Board of Adjustment for additional three-year terms.

The term of Jess Huskey expired on May 28, 2019 and the terms of Charles McDade and Frank Young expired on November 11, 2019. All three wish to be considered for reappointment.

In accordance with Section 6.3.2(B) of the Zoning Ordinance, the members shall be appointed by the Mayor with the approval of the City Council.

The Board of Adjustment meets as needed on the first Tuesday of each month. Members of the Commission serve 3-year terms and are as follows:

Jess Huskey
Tammy Cook
Cy Valanejad
Frank Young
Charles McDade

Billy Harless, AICP
Community Development Director

KG

MEMO

To: Honorable Mayor and City Council

From: Bert Norton, Fire Chief

Date: November 26, 2019

Subject: Discussion and consideration of declaring a 1994 Bauer UNII/20/E3 Self Contained Breathing Apparatus Cylinder (SCBA) fill station surplus and authorizing disposal by public auction or sealed bid.

Staff respectfully requests that the Council declare as surplus a 1994 Bauer UNII/20/E3 Self Contained Breathing Apparatus Cylinder (SCBA) fill station*. This SCBA fill station no longer has any operational value to the Fire Department as the department has upgraded, through the combination of funds from a FEMA grant as well as the GO Bond, with two new versions that exceed the ability this unit can produce. The unit has one thousand six hundred and sixty one hours (1,661) and is considered "fair" at best condition, but was usable until the day it was pulled out of service.

Staff recommends approval.



Bert Norton
Fire Chief

*Images attached





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: November 26, 2019

Subject: Discussion and consideration of declaring various items of City property as surplus property and authorizing their disposal through sealed bid, public auction, or by other means as necessary.

The Midwest City Community Development Department requests that you declare the listed items of City property surplus and authorize their disposal through sealed bid, public auction, or by other means as necessary.

- 1 - 2 hole Counter top
- 1 - 1 hole Counter top
- 4 - Sinks with Faucets
- 2 - Office Chairs
- 7 - Lobby Chairs
- 2 - Plastic Chairs
- 10 - Light Fixtures (2 X4) Florescent Panels

If *declared* surplus, these items will be placed on the websites for disposal through sealed bid, public auction, or by other means as necessary.

Staff recommends approval.

Billy Harless, AICP
Community Development Director



DISCUSSION ITEMS





The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: November 26, 2019

Subject: (PC-2025) Public hearing with discussion and consideration of an ordinance to redistrict from C-3, Community Commercial, to C-4, General Commercial, for the property described as a part the SE/4 of Section 27, T12N, R2W, and addressed as 1145 N. Midwest Blvd.

Executive Summary: This is a request to rezone the property from C-3, Community Commercial to C-4, General Commercial. There is currently an unoccupied car wash on this property. The owner and applicant met with staff and expressed an interest in operating a car sales lot on the property. They stated that they would like to enclose some or all of the bays, remodel the existing structure and use it for car sales. As the property is zoned C-3, which only allows limited outdoor storage and display, the applicant is making this application to rezone the property to C-4 which does allow the use of car sales and outdoor display. It should be noted that a portion of the property is located within the floodway and that the entire property is located within the floodplain.

Modifications to the portion of the existing structure that is located within the floodway are prohibited and modifications to the portion of the structure that are within the floodplain must be designed and certified by a registered professional engineer or architect. Further information regarding the floodway and floodplain can be found in the engineering section of this report. Action is at the discretion of the Planning Commission and City Council.



Dates of Hearing:
 Planning Commission –
 November 5, 2019

Council Ward: Ward 5, Councilmember Christine Price Allen

Owner: Ahmed Sagiruddin

Applicant: Jorge Mendros

Proposed Use: Car sales

Size:

The area of request has a frontage of approximately 100' along N. Midwest Blvd. and contains an area of approximately .43 acres, more or less.

Development Proposed by Comprehensive Plan:

Area of Request – IND, Industrial
South and East – COMM, Commercial
East – MDR, Medium Density Residential
North and West – Public Open Space

Zoning Districts:

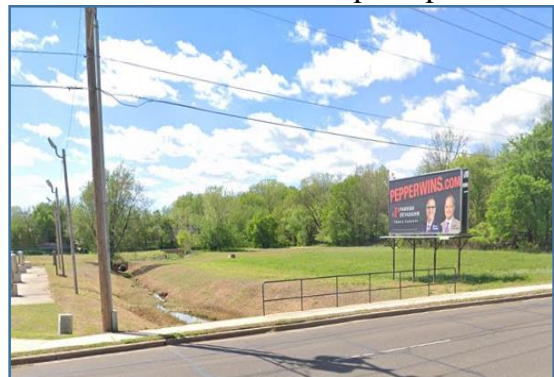
Area of Request – C-3, Community Commercial
South and East – C-3 Community Commercial
North, East and West – R-6, Single Family Residential

Land Use:

Area of Request – Unoccupied Car Wash



North and West – Trail/Open Space



South – vacant commercial building



East – tire shop



Municipal Code Citation:

2.21. C-4, General Commercial

2.21.1 General Description

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

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

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

Comprehensive Code Citation:

Commercial

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

History:

1. The property was designated as C-3, Community Commercial, at the time of adoption of the 1985 Zoning Map.
2. The Planning Commission recommended approval of this item November 5, 2019.

Staff Comments:

Engineer's report:

Note: This application is for rezoning parcel 1145 N. Midwest Boulevard from C-3 Community Commercial to C-4 General Commercial zoning. No engineering improvements are required with this application.

Water Supply and Distribution

A twelve (12) inch public water main is located on the east side of Midwest Boulevard. Public water mains extend along the full frontage of this property and existing facility is connected to the city water main, therefore water line improvements are not required as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

An eighteen (18) inch public sewer main is located on east side of the area of request. The public sewer main is accessible and existing facility is connected 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 is available off Midwest Boulevard which is classified as a primary arterial in the 2008 Comprehensive Plan. Midwest Boulevard is currently a four (4) lane asphalt roadway with curbing; sidewalk on the west side.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is flat and mostly paved. Topography is such that water sheet flows off the site to the west and north. There is no existing detention.

The area of request is entirely within flood zone AE as shown on Flood Insurance Rate map (FIRM) number 40109C0310H, dated December 18th, 2009. An area of regulatory floodway exists on the west end of the area of request.

According to Municipal Code 13-55, all encroachments are *prohibited* within the regulatory floodway. The existing building will be exempted because it pre-dates the flood designation but any further improvements are prohibited.

The applicant has indicated enclosing the existing structure which will fall under Municipal Code 15-52 which governs any construction below the base flood elevation. These improvements would only be allowed outside the regulatory floodway and per code would be required to be designed and certified by a registered professional engineer or architect to ensure correct flood proofing.

Any improvements will require a floodplain permit and be contingent on approval.

Easements and Right-of-Way

As outlined in Municipal Code 38-45, a primary arterial shall have a total right-of-way of one hundred twenty (120) feet, sixty (60) feet each side of center line. The area of request currently shows to have fifty three (53) feet. An additional seven (7) feet would be required if platted.

Fire Marshal's report:

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

Plan Review Comments:

The applicant has met with staff and would like to operate a car sales business from the parcel addressed as 1145 N. Midwest Blvd. The parcel is currently zoned C-3, Community Commercial which does not allow car sales and only allows limited outdoor merchandise display/storage. This application is a request to rezone the parcel to C-4, General Commercial to allow the use of automotive sales and rentals: light.

No amendment to the Comprehensive Plan is necessary as the parcel is identified as Industrial.

The applicant has stated that they would like to enclose some or all of the carwash bays and add/remodel for an office. Please note the engineering comments within this report regarding any alterations to the building as a portion of the existing structure is located within the floodway and the entire parcel is located within the floodplain. All engineering requirements must be met before any alterations may be permitted.

At the Planning Commission meeting, the applicant stated that they plan to put garage doors over the bay openings. They do not plan to add electricity in the bays.

Action is at the discretion of the City Council. Planning Commission recommended approval at November 5, 2019 meeting.

Action Required:

Approve or reject the ordinance to redistrict to C-4, General Commercial for the property as noted herein, subject to staff's comments as found in the November 26, 2019 agenda packet and made a part of PC-2025 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 Department

8201 E. Reno Avenue

Midwest City, OK 73110

Office 405.739.1340

Fax 405.739.1384

Re: PC-2025

PC 2025 is a request to rezone a parcel at 1145 N. Midwest Blvd. from C-3, Community Commercial to C-4, General Commercial. There is currently a closed car wash on the property. The applicant plans to enclose the car wash bays and operate a car dealership from this parcel if this request is approved.

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

Duane Helmberger
Fire Marshal
Midwest City Fire Department

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 23rd, 2019

Subject: Engineering staff comments for pc-2025 rezoning application

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2025:

Note: This application is for rezoning parcel 1145 N. Midwest Boulevard from C-3 Community Commercial to C-4 General Commercial zoning. No engineering improvements are required with this application.

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Streets and Sidewalks

Access to the area of request is available off Midwest Boulevard which is classified as a primary arterial in the 2008 Comprehensive Plan. Midwest Boulevard is currently a four (4) lane asphalt roadway with curbing; sidewalk on the west side.

Drainage and Flood Control, Wetlands, and Sediment Control

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The area of request is entirely within flood zone AE as shown on Flood Insurance Rate map (FIRM) number 40109C0310H, dated December 18th, 2009. An area of regulatory floodway exists on the west end of the area of request.

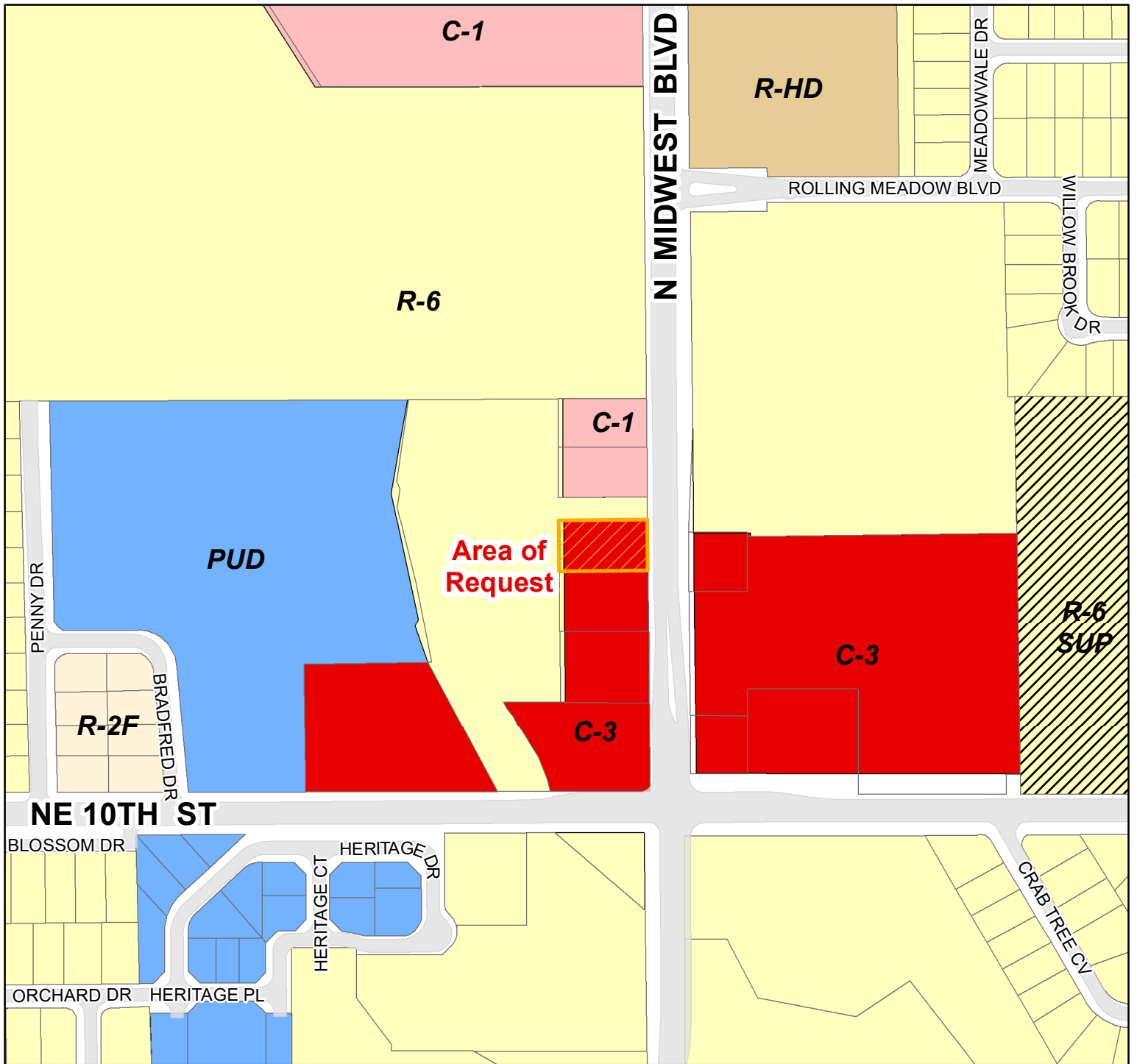
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The applicant has indicated enclosing the existing structure which will fall under Municipal Code 15-52 which governs any construction below the base flood elevation. These improvements would only be allowed outside the regulatory floodway and per code would be required to be designed and certified by a registered professional engineer or architect to ensure correct flood proofing.

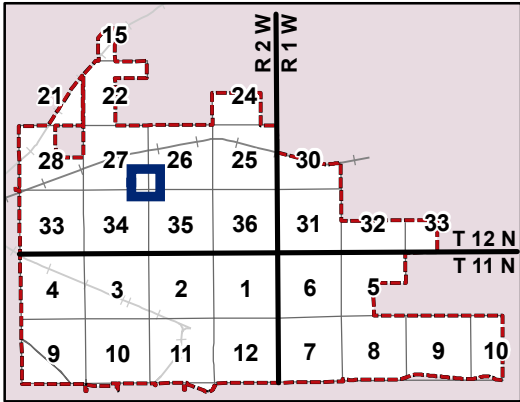
Any improvements will require a floodplain permit and be contingent on approval.

Easements and Right-of-Way

As outlined in Municipal Code 38-45, a primary arterial shall have a total right-of-way of one hundred twenty (120) feet, sixty (60) feet each side of center line. The area of request currently shows to have fifty three (53) feet. An additional seven (7) feet would be required if platted.



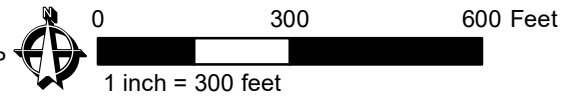
Locator Map



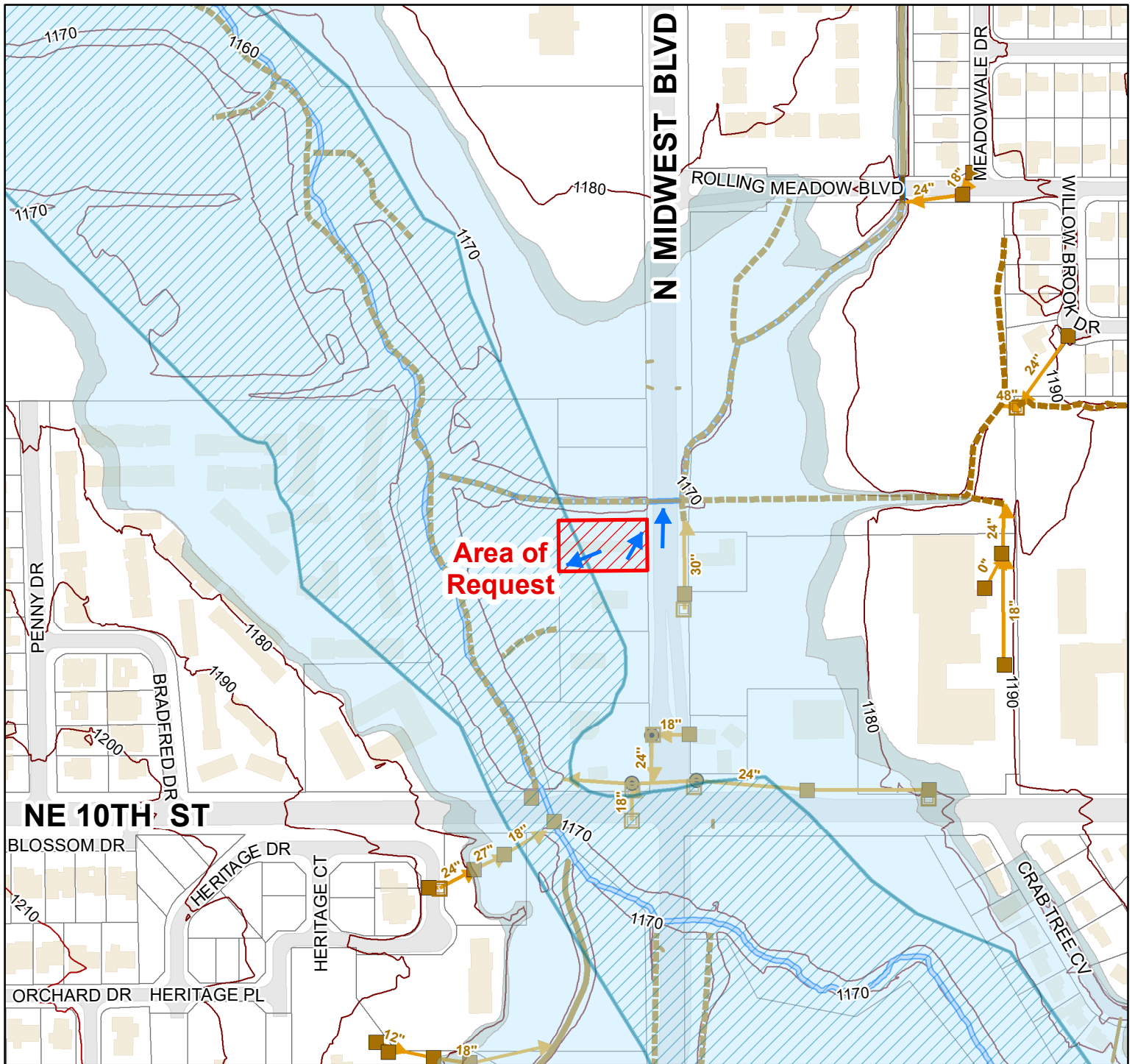
Current Zoning Legend

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

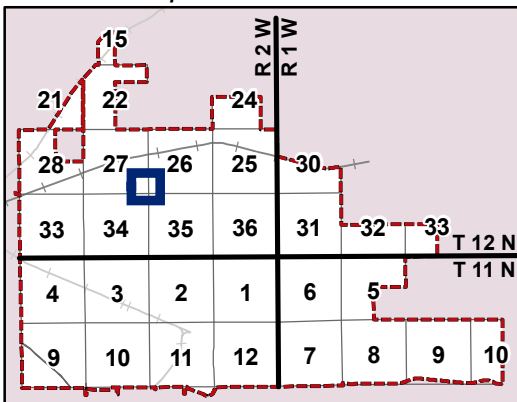
**ZONING MAP FOR
PC-2025
(SE/4, Sec. 27, T12N, R2W)**



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



Locator Map



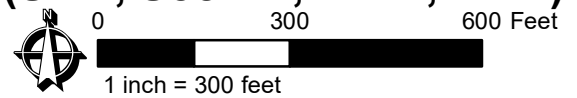
- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

2009 FEMA Floodplains

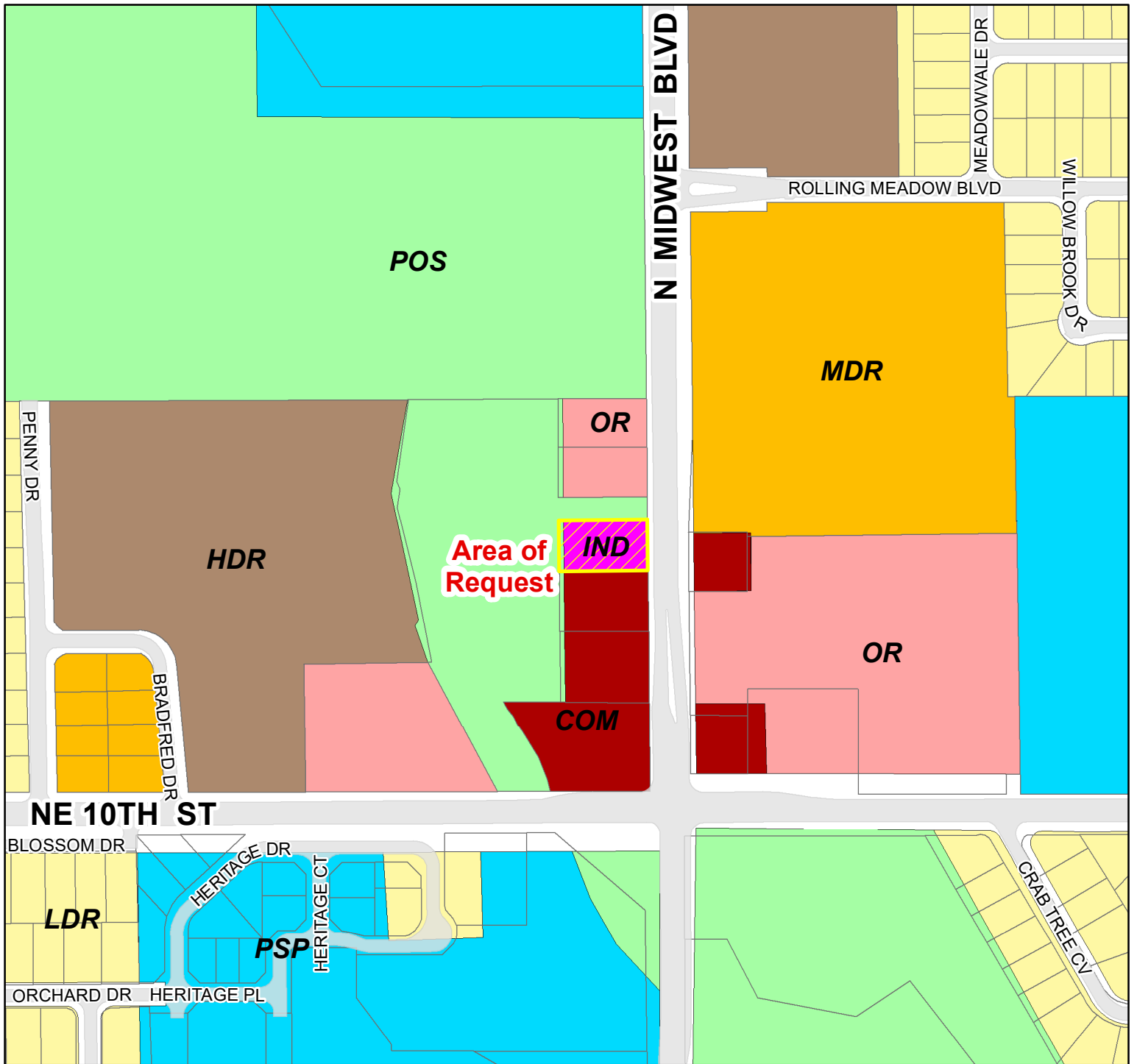
- 500-yr floodplain
- 100-yr floodplain
- 2009 FEMA Floodway
- FLOODWAY

DRAINAGE LOCATION MAP FOR PC-2025

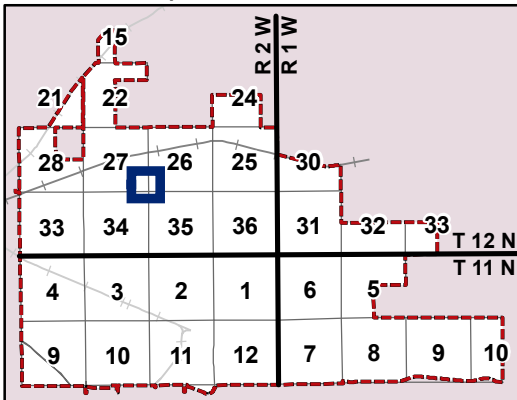
(SE/4, Sec. 27, T12N, R2W)



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Locator Map

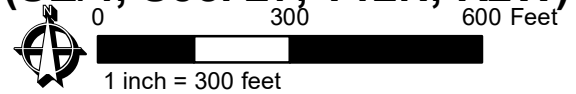


Future Land Use Legend

- 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-2025**

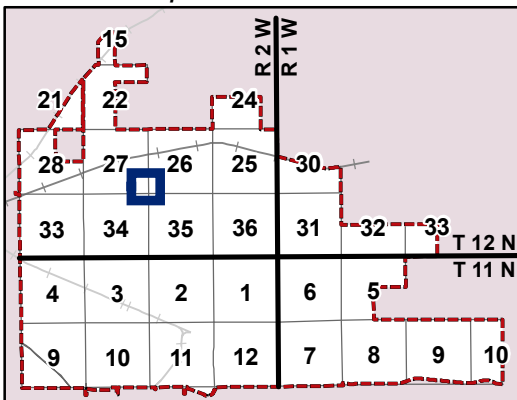
(SE/4, Sec. 27, T12N, R2W)



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Locator Map



**2019 NEARMAP AERIAL VIEW FOR
PC-2025
(SE/4, Sec. 27, T12N, R2W)**



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1 **PC-2025**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO C-4, GENERAL COMMERCIAL, AND DI-**
5 **RECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO RE-**
6 **FLECT THE RECLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT; AND**
7 **PROVIDING FOR REPEALER AND SEVERABILITY**

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

9 **ORDINANCE**

10 **SECTION 1.** That the zoning district of the following described property is hereby reclassified
11 to C-4, General Commercial, subject to the conditions contained in the PC-2025 file, and that the
12 official Zoning District Map shall be amended to reflect the reclassification of the property’s
13 zoning district as specified in this ordinance:

14 A part of the SE/4 of Section 27, T12N, R2W of the Indian Meridian, Oklahoma County,
15 Oklahoma, more particularly described as follows: Beginning as a point 516 feet north
16 and 53 feet N89°51’30”W of the SE corner of Section 27, T12N, R2W of the I.M.;
17 Thence N89°51’30”W a distance of 180 feet; Thence North a distance of 104 feet;
18 Thence S89°51’30”E a distance of 180 feet; Thence South a distance of 104 feet to the
19 point of beginning.

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

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

25 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
26 on the _____ day of _____, 2019.

27 THE CITY OF MIDWEST CITY, OKLA-
28 HOMA

29 _____
30 MATTHEW D. DUKES II, Mayor

31 ATTEST:

32 _____
33 SARA HANCOCK, City Clerk

34 APPROVED as to form and legality this _____ day of _____, 2019.

35 _____
36 HEATHER POOLE, City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: November 26, 2019

Subject: (PC-2028) Request for no action on the ordinance to redistrict from A-1, Agriculture to R-6, Single Family Detached Residential, for the property described as a part the NE/4 of Section 8, T11N, R1W, and addressed as a part of 2101 S. Anderson Road.

Under City of Midwest City's Zoning Ordinance Section 7.1.3 (B) (2) & (3) the required notices for the hearings before the Planning Commission and City Council were provided to those residents within 300 feet of the proposed project. The applicant has requested that no action be taken on this item until the December 3, 2019 Planning Commission meeting and January 14, 2020 City Council meeting. On November 5, 2019, the Planning Commission voted to table the item until the December 3 meeting. Additional information regarding this request will be available on those agendas.

Billy Harless, AICP
Community Development Director

KG



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: November 26, 2019

Subject: (PC – 2029) Discussion and consideration of approval of the proposed final plat of the Ibanez Addition, described as a part of the NW/4 of Section 5, T11N, R1W and addressed as 10309 Bellmont Ave.

Executive Summary: This item is a request to approve a final plat to subdivide a single parcel into two (2) individual parcels. The preliminary plat was approved in July 2019. Waivers for public improvements were approved with the preliminary plat. An HOA is not required as there are no amenities, private streets, detention ponds, thoroughfare screening, private parks or floodplain within the area of request. As this application meets the requirements of the Subdivision Regulations and is consistent with the approved preliminary plat, staff recommends approval of the Ibanez Addition Final Plat.



Dates of Hearing:
Planning Commission –
November 5, 2019
City Council – November
26, 2019

Council Ward: Ward 6,
Jeff Moore

Owner/Applicant: Raul
Ibanez

Surveyor: Mark Aaron
Ritchie

Proposed Use: 2 single
family residences

Size:
The area of request has a

frontage along Bellmont Avenue of approximately 163 ft. and a depth of approximately 230 ft., containing an area of approximately 0.81 acres.

Zoning Districts:

Area of Request – R-6, Single Family Detached Residential

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

Land Use:

Area of Request – single family home



West – single family home



East – single family home



South – single family home



North – vacant land

Municipal Code Citation:

38-19 *Final Plat*

38-18.1. *Purpose*

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

History:

1. This area has been zoned single-family residential since the adoption of the 1985 zoning code and has never been platted.
2. The Ibanez Addition Preliminary Plat was approved in July 2019 (PC-2005).
3. The Planning Commission recommended approval of this item November 5, 2019.

Engineer's Comments:

Note: This application is for a final plat of the Ibanez Addition located off Belmont Avenue. At the time of preliminary platting, waivers were granted for half street and sidewalk improvements.

Public Improvements

The Subdivision Regulations pertaining to this application require the applicant complete the installation of or obtain a waiver to any required public improvements prior to the final plat application.

Public water and sanitary sewer already serve the lots platted.

As required, the applicant has obtained a waiver from the city council for half street and sidewalk improvements.

Easements and Right-of-Way

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

Fire Marshal's Comments:

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

Staff Comments:

The purpose of this preliminary plat is to split the existing 0.81 acre lot into two (2) individual lots for single family residential development. The proposed lots will have frontage along Belmont Avenue. Lot 1 is shown to be approximately 0.48 acres and Lot 2 is shown to be approximately 0.39 acres.

During the preliminary plat review, waivers to the street and sidewalk improvements were approved allowing the applicant to apply for a final plat.

The dedication of parks and open space is not required with this application as the density is not greater than one unit per net acre. The Midwest City Master Trails Plan does not identify planned trails through the area of request. A Tree Canopy Management Plan is not required as the area of request is less than five (5) acres.

The Final Plat as submitted is consistent with the approved Preliminary Plat and does meet the requirements of the Subdivision Regulations. Staff recommends approval.

Action Required: Approve or reject the Ibanez Addition Final Plat located on the property as noted herein, subject to the staff comments and found in the November 26, 2019 agenda packet and made a part of PC- 2029 file.



Billy Harless, AICP
Community Development Director



Midwest City Fire Department

8201 E. Reno Avenue

Midwest City, OK 73110

Office 405.739.1340

Fax 405.739.1384

Re: PC-2029

PC 2029 is the Ibanez addition final plat. The preliminary plat was approved earlier this year and waivers were granted to half street and sidewalk requirements.

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

Duane Helmberger
Fire Marshal
Midwest City Fire Department

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 23rd, 2019

Subject: Engineering staff comments for pc-2029 final plat application

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2029:

Note: This application is for a final plat of the Ibanez Addition located off Belmont Avenue. At the time of preliminary platting, waivers were granted for half street and sidewalk improvements.

Public Improvements

The Subdivision Regulations pertaining to this application require the applicant complete the installation of or obtain a waiver to any required public improvements prior to the final plat application.

Public water and sanitary sewer already serve the lots platted.

As required, the applicant has obtained a waiver from the city council for half street and sidewalk improvements.

Easements and Right-of-Way

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

FINAL PLAT OF IBANEZ ADDITION

A PART OF THE NW/4 QUARTER OF SECTION 5, T 11 N, R 1 W, I.M. MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

DATES
OF SURVEY
WORK ON-SITE
2019-02-05
2019-03-19

KNOW ALL MEN BY THESE PRESENTS:

That Raul Roman Ibanez and Daphne E. Ibanez, husband and wife, hereby certify that they are the owners of and the only persons, firm or corporation having any right, title, or interest in and to the land shown on the annexed plat of IBANEZ ADDITION, an addition to the City of Midwest City, Oklahoma. They have caused the same to be surveyed and platted into lots, blocks, streets and easements as shown on said annexed plat, which said annexed plat represents a correct survey of all property included therein under the name of IBANEZ ADDITION, an addition to the City of Midwest City, Oklahoma County, Oklahoma.

The undersigned does hereby further certify that they are the owners of the land and the only company, corporation, partnership, person or entity having any right, title or interest in and to the land included in said annexed plat, except as set forth in the Bonded Abstractor's Certificate, and does hereby dedicate all streets and easements as shown on said annexed plat to the public for use as public streets and drainage and utility easements for their heirs, executors, administrators, successors, and assigns forever and shall cause the same to be released from all encumbrances so that title is clear.

In witness whereof the undersigned has caused this instrument to be executed on this ____ day of _____, 2019.

Raul Roman Ibanez 10309 Belmont Ave Midwest City, OK 73130	Daphne E. Ibanez 10309 Belmont Ave Midwest City, OK 73130
--	---

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 2019, personally appeared Raul Roman Ibanez, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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: _____ Notary Public: _____

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 2019, personally appeared Daphne E. Ibanez, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

My Commission Expires: _____ Notary Public: _____

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and lawfully bonded abstractor of titles in and for Oklahoma County, State of Oklahoma, hereby certifies that the records of said county show that the title to the land shown on the annexed plat of IBANEZ ADDITION, an addition to the City of Midwest City, Oklahoma, is vested in Raul Roman Ibanez and Daphne E. Ibanez, husband and wife, and on the ____ day of _____, 2019, there are no actions pending or judgments of any nature in any court or on file with the clerk of any court in said county and state against said land or owners thereof, that the taxes are paid for the year of 2018 and prior years, that there are no outstanding tax sales certificates against said land and no tax deeds are issued to any person, that there are no liens, mortgages or other encumbrances of any kind against the land included in the annexed plat, except mortgages, minerals, water rights and easements of record previously reserve, excepted or granted.

ATTEST
In witness whereof, said Bonded Abstractor has caused this instrument to be executed this ____ day of _____, 2019.

Stewart Title of Oklahoma, Inc.
1712 South Post Road, Suite A
Midwest City, OK 73130
By: _____

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS

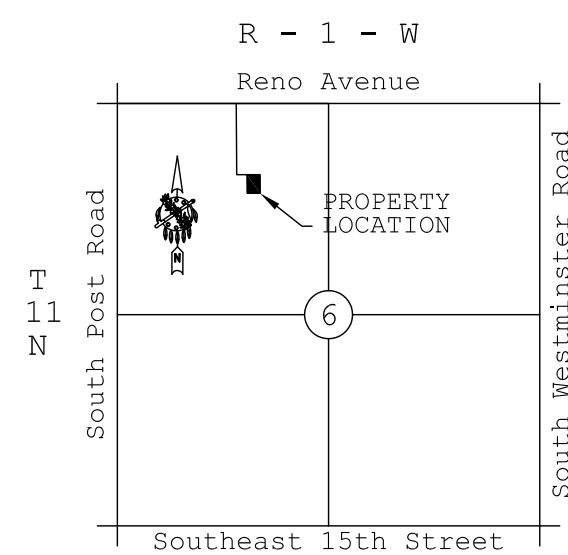
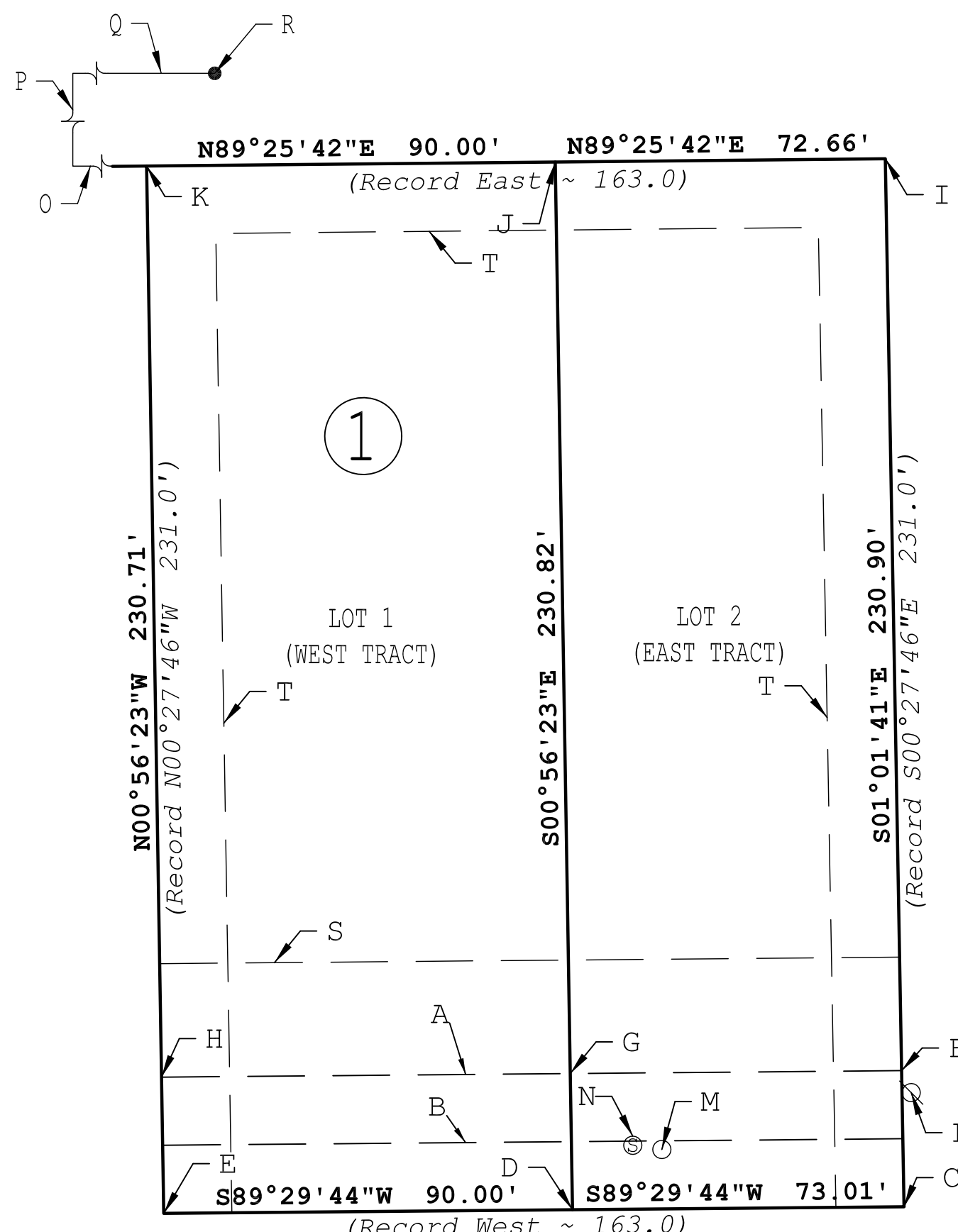
Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 2019, personally appeared _____ to me known to be the identical person who subscribed, as _____ of _____, and duly acknowledged to me that they executed the same as the free and voluntary act and deed of their person and as the free and voluntary act and deed of said company.

My Commission Expires: _____ Notary Public: _____

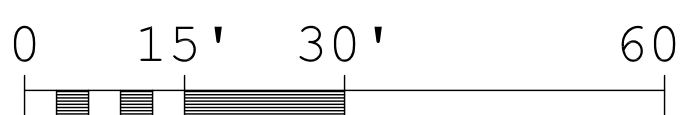
CERTIFICATE OF CITY CLERK

I, _____, City Clerk of Midwest City, County of Oklahoma, State of Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments or unmatured instalments upon special assessments have been paid in full and that there are no special assessment procedures now pending against the land shown on the annexed plat of IBANEZ ADDITION, an addition to the City of Midwest City, Oklahoma.

Signed by the City Clerk on this ____ day _____, 2019. City Clerk: _____



LOCATION MAP



SCALE: 1" = 30'

Basis of Bearing
Grid North
Oklahoma North Zone

- A 30' Right-of-Way Bk5773 Pg1865
- B 15' Easement Bk1463 Pg277
- C, D Set a magnetic nail with a washer stamped "CDS OK CA 4827"
- E Found concrete nail
- F, H, K Found 3/8" iron pin with a yellow plastic cap stamped "Cahill-LS1005"
- G, J Set a 3/8" iron pin with an orange plastic cap stamped "CA 4827"
- I Found 3/8" iron pin only
- L Wooden power pole
- M Sanitary sewer cleanout
- N Sanitary sewer manhole
- O N89°25'42"E 127.00' (Record East 127.00')
- P S00°51'10"E 890.10' (Record S00°27'46"E 891.0')
- Q S89°31'23"W 1155.00' (Record West 1155.00')
- R Point of Commencement, Northeast Corner of the Northwest Quarter Sect.06, T-11-N, R-1-W, I.M. PK nail found in asphalt and matching the Oklahoma Certified Corner Record filed 2014-10-27 at the Oklahoma Department of Libraries.
- S 25' Building Limit Line
- T 15' Utility Easement

REGISTERED PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

I, Mark A. Ritchie, do hereby certify that I am by profession a Land Surveyor, and the annexed plat of IBANEZ ADDITION, an addition to the City of Midwest City, Oklahoma, consisting of one sheet, represents a survey made under my supervision on the 19th day of March, 2019. I further certify that this survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors; and that said Final Plat complies with the requirements of Title 11, Section 41-108 of the Oklahoma State Statutes.

Mark A. Ritchie
Professional Land Surveyor #1597

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 2019, personally appeared Mark A. Ritchie, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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: _____ Notary Public: _____

COUNTY TREASURER'S CERTIFICATE

I, _____, do hereby certify that I am the duly elected, qualified and sworn County Treasurer of Oklahoma County, Oklahoma, that the tax records of said county show that all taxes for the year 2018 and prior years are paid on the annexed plat of IBANEZ ADDITION, an addition to the City of Midwest City, Oklahoma.

In witness whereof said County Treasurer has caused this instrument to be executed this ____ day of _____, 2019. County Treasurer: _____

CERTIFICATE OF PLANNING COMMISSION

I, _____, Planning Commission Chairman of the City of Midwest City, Oklahoma, hereby certify that the said Planning Commission duly approved the final plat of IBANEZ ADDITION, an addition to the City of Midwest City, Oklahoma at a meeting on the ____ day of _____, 20____.

Planning Commission Chairman: _____

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

BE IT HEREBY RESOLVED by the Council of the City of Midwest City, that the annexed plat of IBANEZ ADDITION, an addition to the City of Midwest City, Oklahoma County, Oklahoma, is hereby approved and the dedications shown hereon are hereby approved and accepted.

ADOPTED by the Council of the City of Midwest City, this ____ day of _____, 2019.

APPROVED by the Mayor of the City of Midwest City, this ____ day of _____, 2019.

ATTEST
Mayor: _____ City Clerk: _____

**IBANEZ ADDITION BOUNDARY
LAND TITLE BOUNDARY DESCRIPTION**

A part of the Northwest Quarter (NW/4) of Section Six (6), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

A part of the Northwest Quarter (NW/4) of Section Six (6), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

Commencing at the Northeast corner of said quarter, said point monumented by a PK nail found in asphalt and matching the Oklahoma Certified Corner Record filed 2014-10-27 at the Oklahoma Department of Libraries:

THENCE South 89°31'23" West (Record-West) along the North line of said quarter a distance of 1155.0 feet (Record & Measured);

THENCE South 00°51'10" East (Record-S00°27'46"E) a distance of 890.10 feet (Record-891.0 feet);

THENCE North 89°25'42" East (Record-East) a distance of 127.00 feet (Record & Measured) to the Point of Beginning (POB) monumented by a 3/8" iron pin found with a yellow plastic cap stamped "Cahill-LS1005";

THENCE from said POB, continuing North 89°25'42" East (Record-East) a distance of 162.66 feet (Record-163.0) to a point monumented by a found 3/8" iron pin;

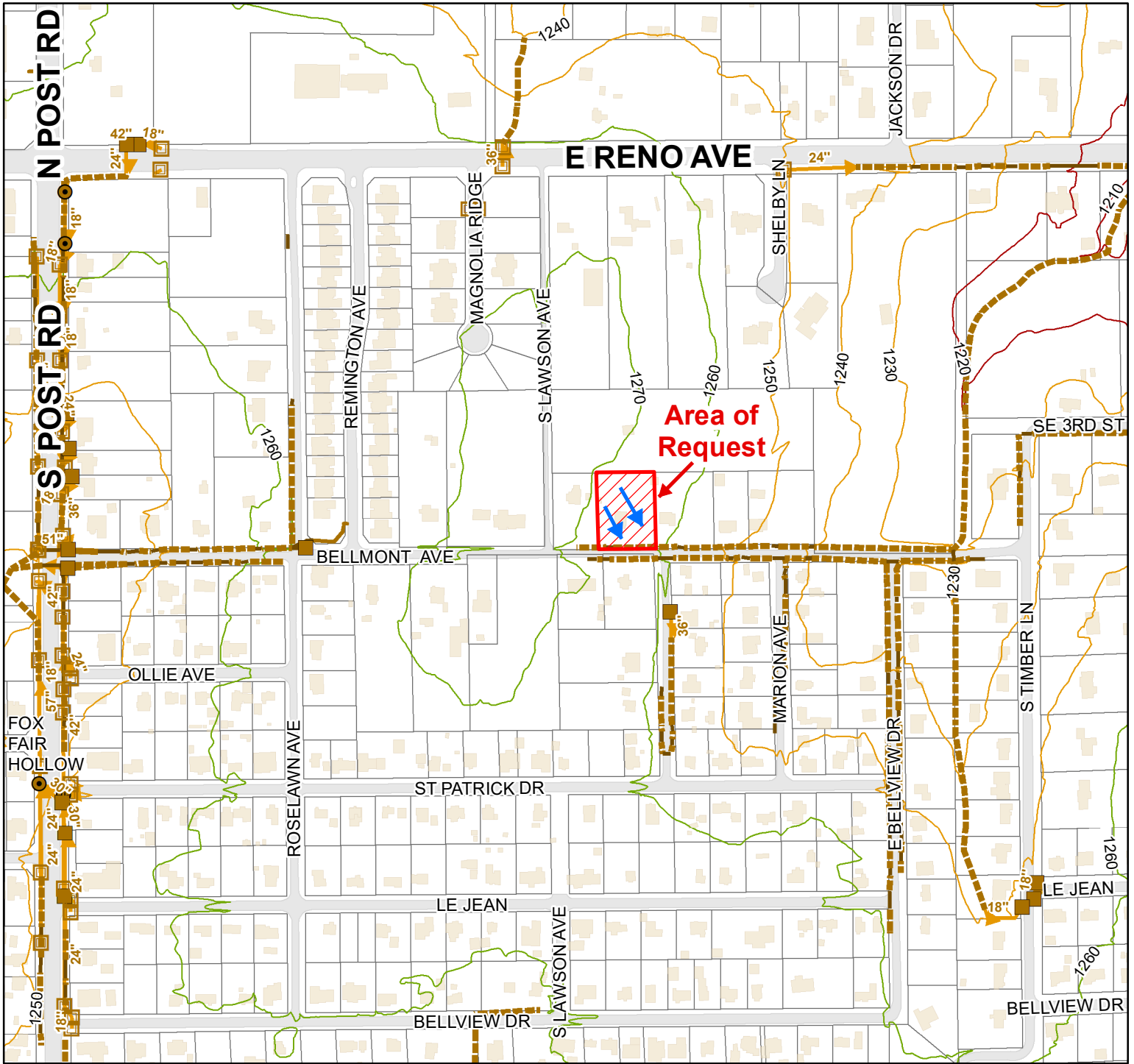
THENCE South 01°01'41" East a distance of 230.90 feet (Record-231.0) to a point monumented by a MAG nail set in the asphalt with a washer stamped "CDS OK CA 4827";

THENCE South 89°29'44" West (Record-West) a distance of 163.01 feet (Record-163.0) to a point monumented by a concrete nail found in the asphalt;

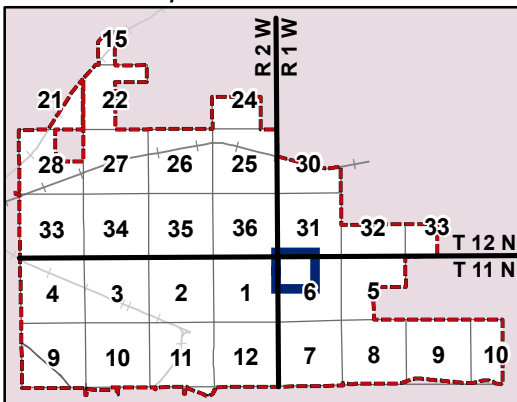
THENCE North 00°56'23" West (Record-N00°27'46"E) a distance of 230.71 feet (Record-231.0) to the POB.

Final Plat of - IBANEZ ADDITION
Civil Design & Survey of Oklahoma, Inc.
CA 4827 Exp: 6/30/2020
2205 Rambling Road
Edmond, Oklahoma 73025
Phone: 405-550-0168 Fax: 866-347-8552
CDS-ok@outlook.com
Proj.No.: 194980-IBA Issue Date: 2019-09-27





Locator Map



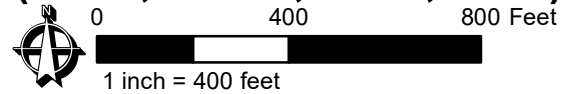
- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

2009 FEMA Floodplains

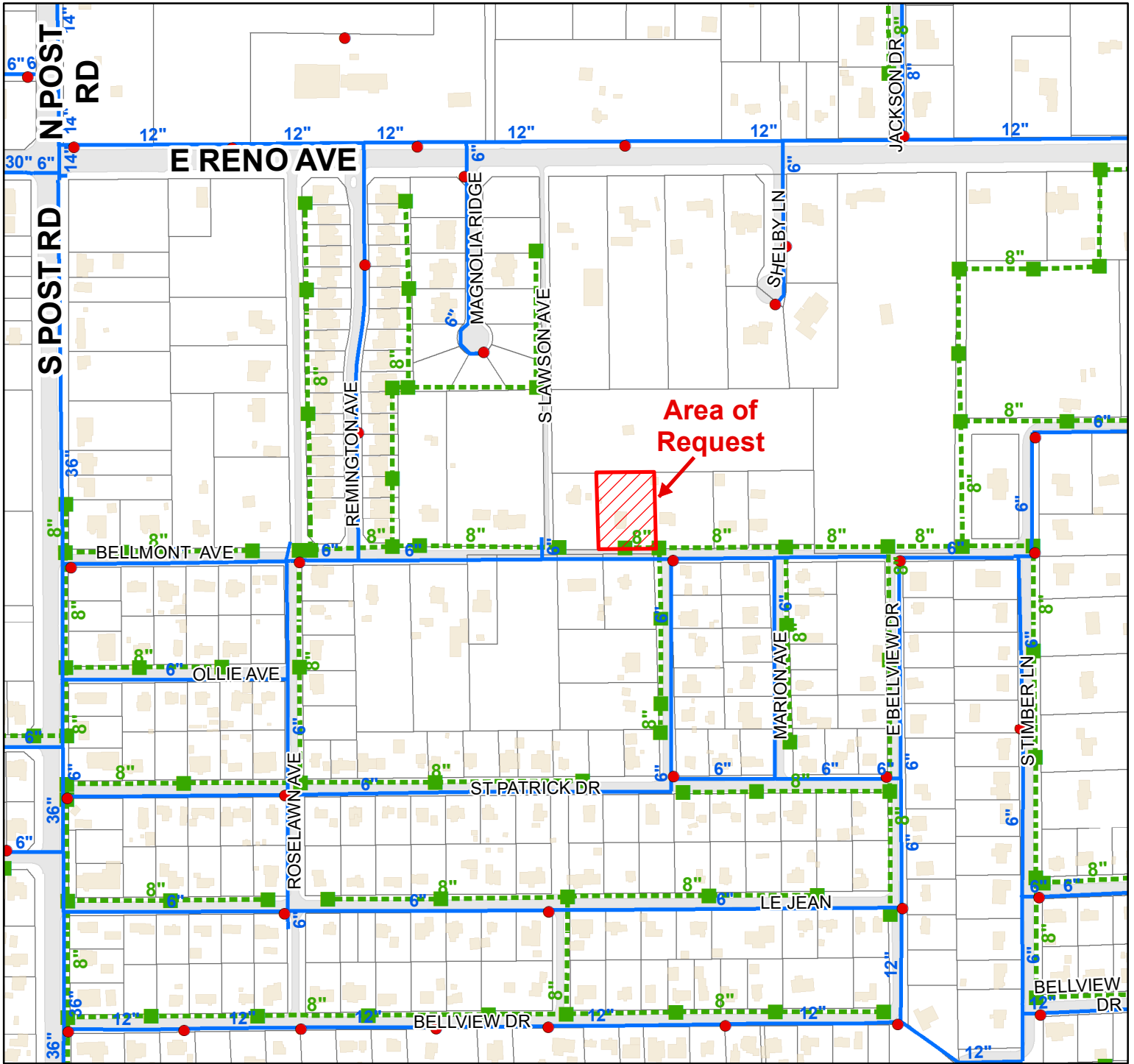
- 500-yr floodplain
- 100-yr floodplain
- 2009 FEMA Floodway
- FLOODWAY

DRAINAGE LOCATION MAP FOR PC-2029

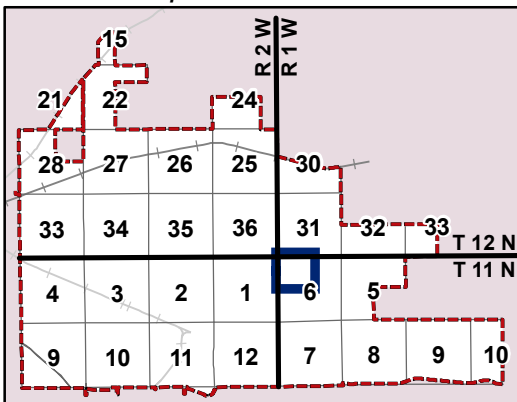
(NW/4, Sec. 6, T11N, R1W)



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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-2029**

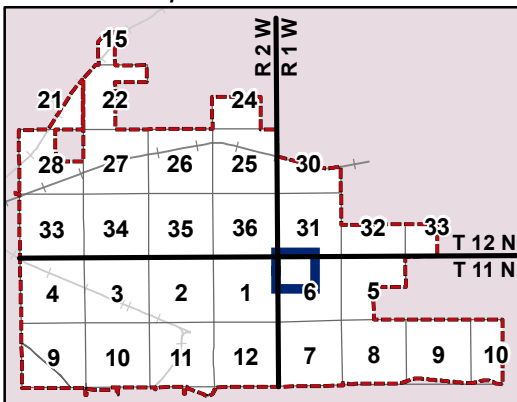
(NW/4, Sec. 6, T11N, R1W)



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Locator Map



**2019 NEARMAP AERIAL VIEW FOR
PC-2029
(NW/4, Sec. 6, T11N, R1W)**



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The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: November 26, 2019

Subject: (PC – 2030) Discussion and consideration of approval of the proposed preliminary plat of the Mary Knowlin Estate, described as a part of the SW/4 of Section 8, T11N, R1W, addressed as 2500 Hand Road.

Executive Summary: This item is a request to approve a final plat to subdivide a single parcel into two (2) individual parcels. The preliminary plat was approved in September 2019. Waivers for public improvements were approved with the preliminary plat. An HOA is not required as there are no amenities, private streets, detention ponds, thoroughfare screening, private parks or floodplain within the area of request. As this application meets the requirements of the Subdivision Regulations and is consistent with the approved preliminary plat, staff recommends approval of the Mary Knowlin Estate Final Plat.



Dates of Hearing:
 Planning
 Commission –
 November 5, 2019
 City Council –
 November 26,
 2019

Council Ward:
 Ward 6, Jeff
 Moore

Owner: Boyd
 Mize

Applicant: Kathy
 Burley

Surveyor: Allen
 Henry

Proposed Use: Two (2) single family residential lots

Size:

The area of request has a frontage along Hand Road of approximately 441 ft. and a depth of approximately 304 ft., containing an area of approximately 3.16 acres.

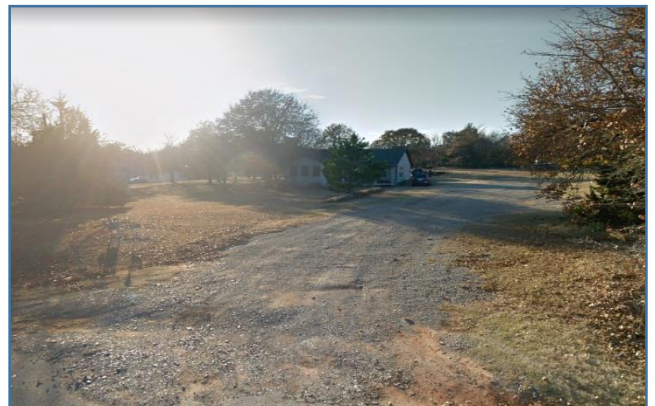
Zoning Districts:

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

Land Use:

Area of Request – one single family residence

West - residence



North – residence

South - residence



West – 159 acres of vacant land

Municipal Code Citation:

38-19 *Final Plat*

38-18.1. *Purpose*

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

History:

1. This area has been zoned single-family residential since the adoption of the 1985 zoning code and has never been platted.
2. The Mary Knowlin Estate Preliminary Plat was approved in September 2019 (PC-2016).
3. The Planning Commission recommended approval of this item November 5, 2019.

Engineer's Comments:

Note: This application is for a final plat of the Mary Knowlin Estate located off Hand Road. At the time of preliminary platting, waivers were granted for half street, sidewalk improvements, and sanitary sewer extension.

Public Improvements

The Subdivision Regulations pertaining to this application require the applicant complete the installation of or obtain a waiver to any required public improvements prior to the final plat application.

Public water is currently being installed by a city project to serve the lots platted.

The preliminary plat was approved subject to the following comments in the staff report, *"The resident to the south (2700 Hand Road) of the area of request has contacted staff before and asked if a proposed preliminary plat in their area would have any impact on their property. The resident has stated the vegetation in the creek impedes flow and makes water back up onto their property. The applicant will clear this vegetation out of the creek so as to make sure runoff does not pool and back up on the applicant's property nor on 2700 Hand Road."*

As of October 30th, 2019 Engineering received pictures and a statement of work that has been done on the property. The statement says that the neighbor at 2700 Hand Road is satisfied with the work and will be at the planning commission meeting November 5th. The original comments requiring drainage improvements were inserted into the staff report at the request of the neighbor at 2700 Hand Road. That particular neighbor called me on October 30th telling me that she was satisfied with the improvements being done and would not be present at either the Planning Commission or City Council Meeting.

Easements and Right-of-Way

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

Fire Marshal's Comments:

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

Staff Comments:

The purpose of this preliminary plat is to split the existing 3.16 acre lot into two (2) individual lots for single family residential development. The proposed lots will have frontage along Hand Road. Each lot is over one (1) acre in size.

The dedication of parks and open space is not required with this application as the density is not greater than one unit per net acre. The Midwest City Master Trails Plan does not identify planned trails through the area of request. A Tree Canopy Management Plan is not required as the area of request is less than five (5) acres.

During the preliminary plat review, waivers to the street and sidewalk improvements and sewer extensions were approved allowing the applicant to apply for a final plat.

The Final Plat as submitted is consistent with the approved Preliminary Plat and does meet the requirements of the Subdivision Regulations. Staff recommends approval.

Action Required: Approve or reject the Mary Knowlin Estate Final Plat located on the property as noted herein, subject to the staff comments and found in the November 26, 2019 agenda packet and made a part of PC- 2030 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, AICP
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: October 23rd, 2019

Subject: Engineering staff comments for pc-2030 final plat application

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2030:

Note: This application is for a final plat of the Mary Knowlin Estate located off Hand Road. At the time of preliminary platting, waivers were granted for half street, sidewalk improvements, and sanitary sewer extension.

Public Improvements

The Subdivision Regulations pertaining to this application require the applicant complete the installation of or obtain a waiver to any required public improvements prior to the final plat application.

Public water is currently being installed by a city project to serve the lots platted.

The preliminary plat was approved subject to the following comments in the staff report, *“The resident to the south (2700 Hand Road) of the area of request has contacted staff before and asked if a proposed preliminary plat in their area would have any impact on their property. The resident has stated the vegetation in the creek impedes flow and makes water back up onto their property. The applicant will clear this vegetation out of the creek so as to make sure runoff does not pool and back up on the applicant’s property nor on 2700 Hand Road.”*

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



Midwest City Fire Department

8201 E. Reno Avenue

Midwest City, OK 73110

Office 405.739.1340

Fax 405.739.1384

Re: PC-2030

PC 2030 is the Mary Knowlin final plat on Hand Rd.

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

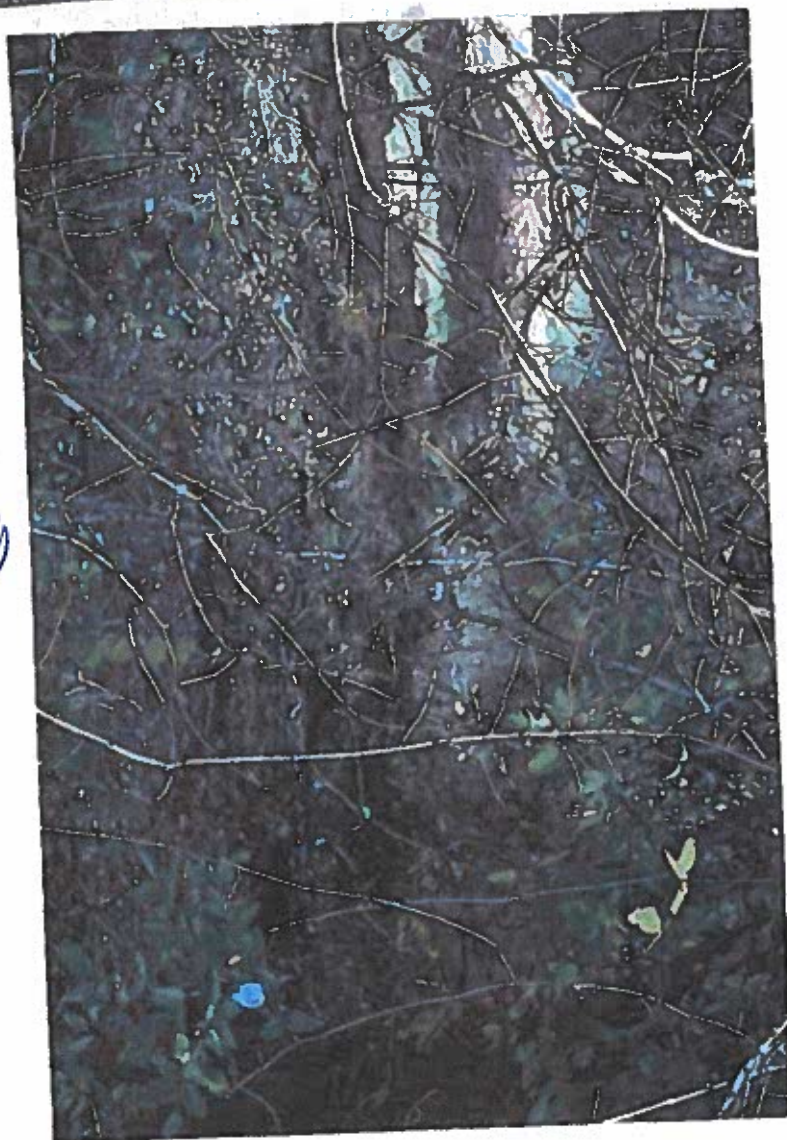
Duane Helmberger
Fire Marshal
Midwest City Fire Department

Hand Rd.

Cleaned all this
brush off fence
line. This was
where he
started angling
toward the
creek



Hand Road
By the road looking
back toward the
creek

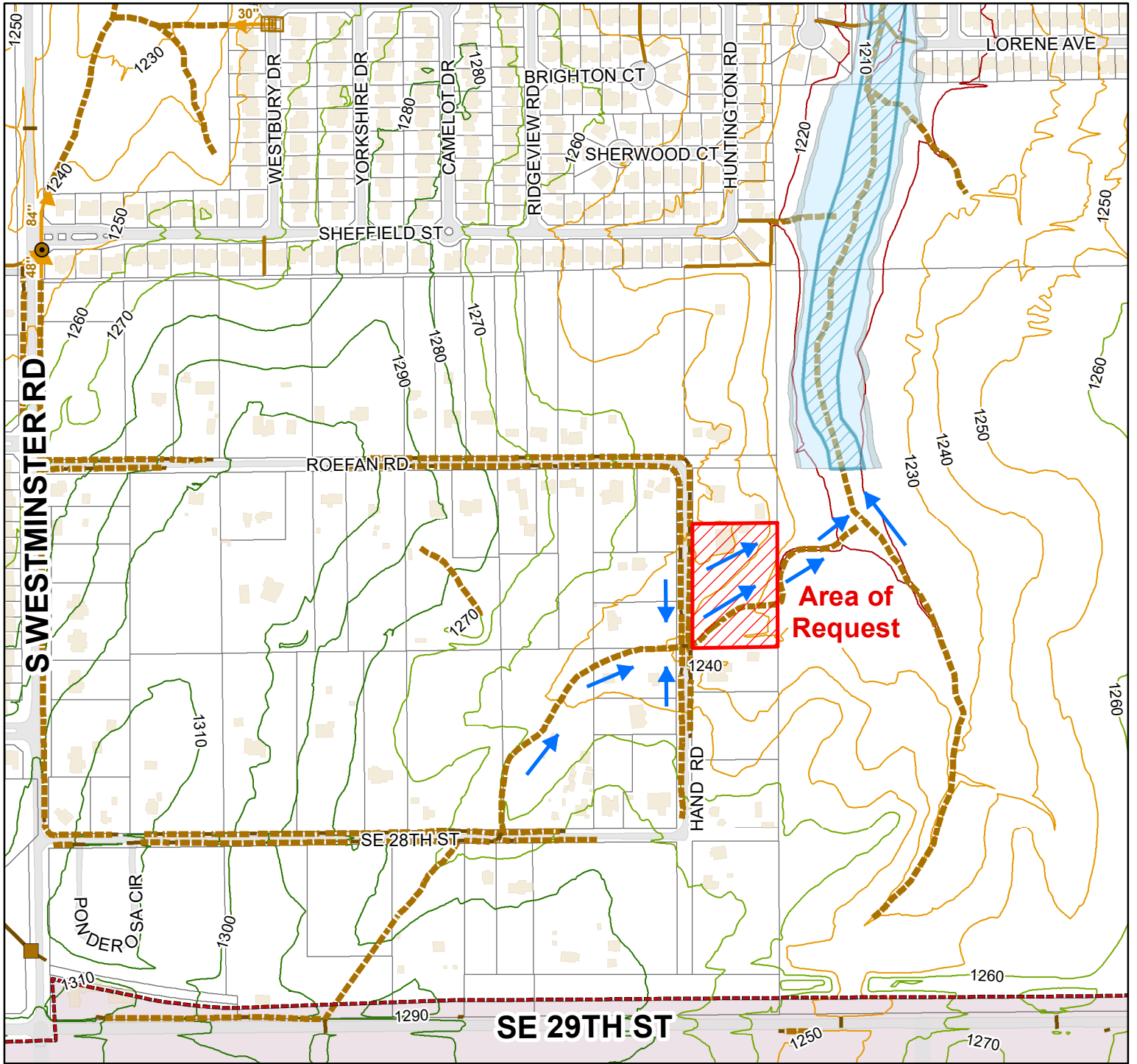


Hand Road
Looking back
toward the
road - Not
finished yet

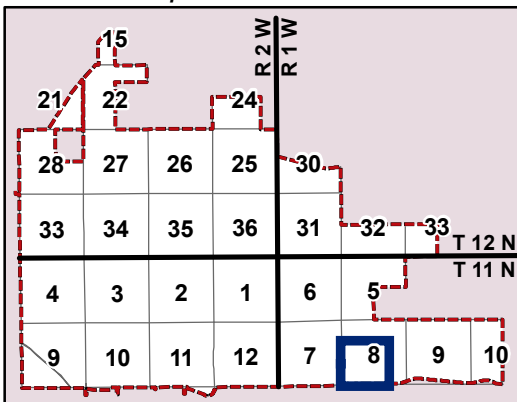


Hand Road finished
followed fence line then
angled over to creek





Locator Map

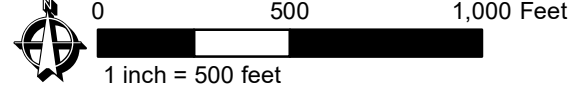


- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

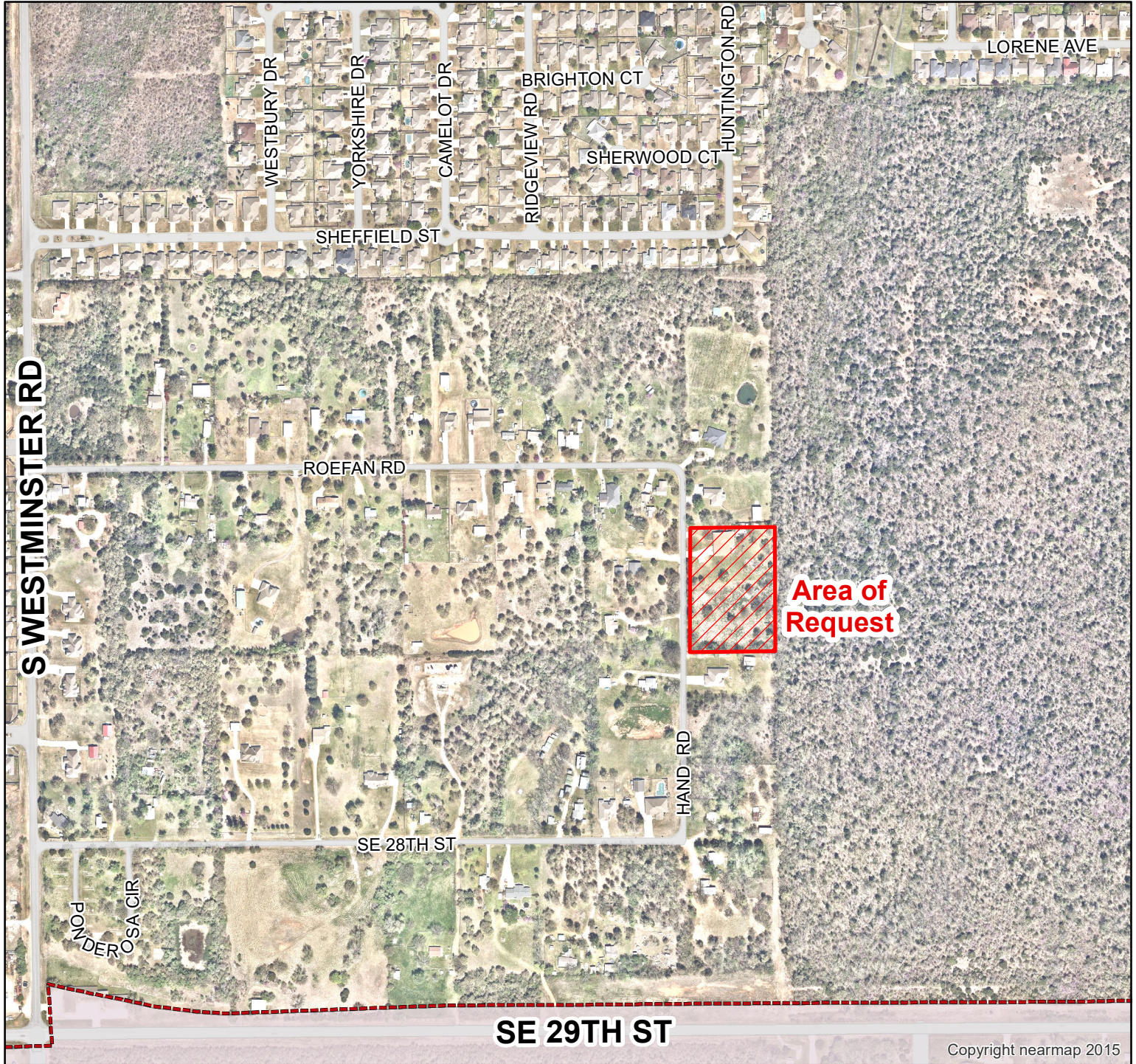
- 2009 FEMA Floodplains**
- 500-yr floodplain
 - 100-yr floodplain
- 2009 FEMA Floodway**
- FLOODWAY

DRAINAGE LOCATION MAP FOR PC-2030

(SW/4, Sec. 8, T11N, R1W)

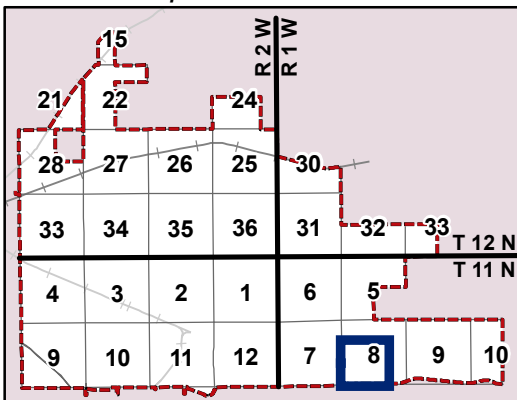


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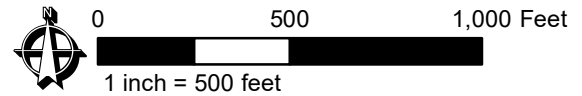


Copyright nearmap 2015

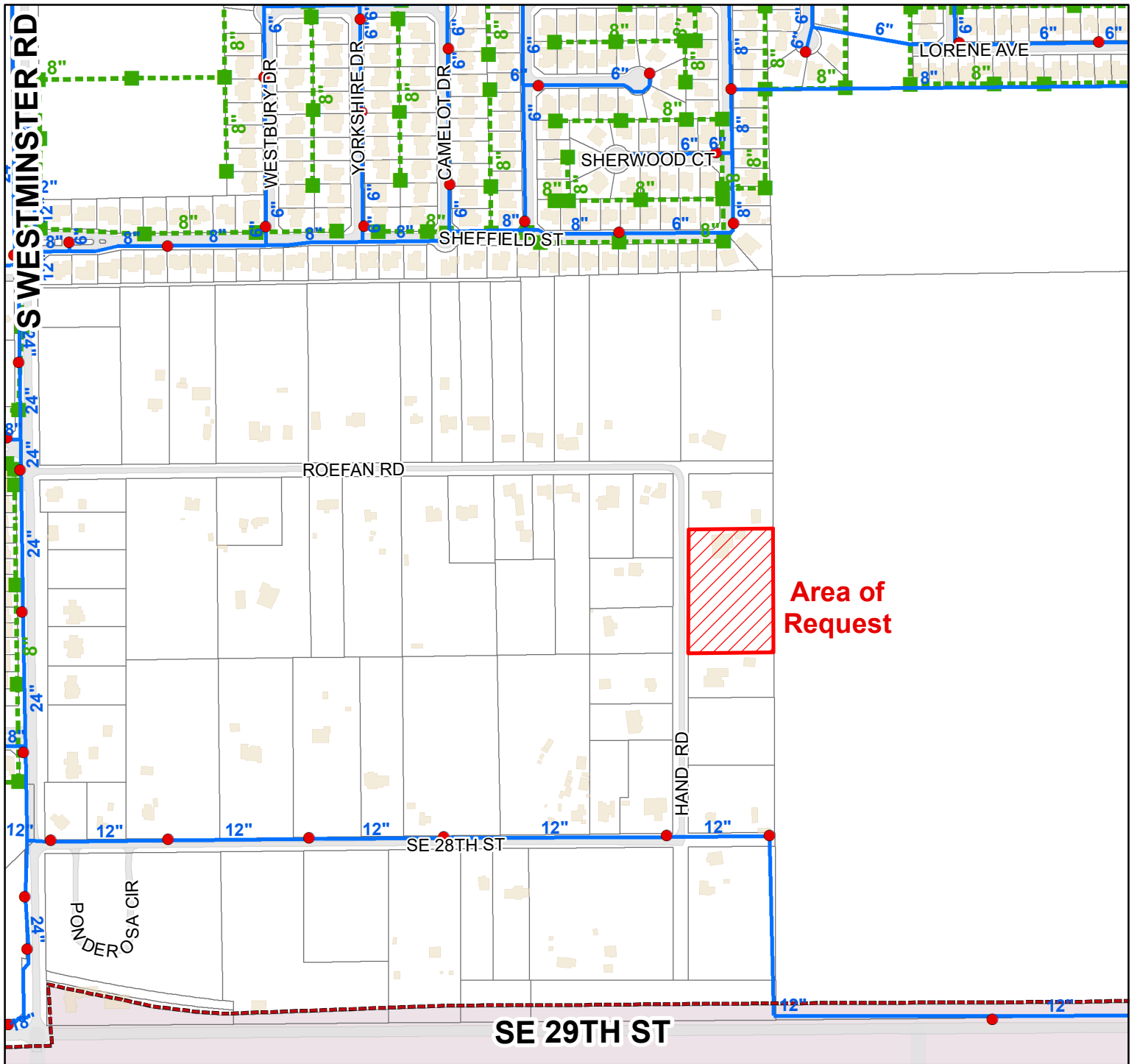
Locator Map



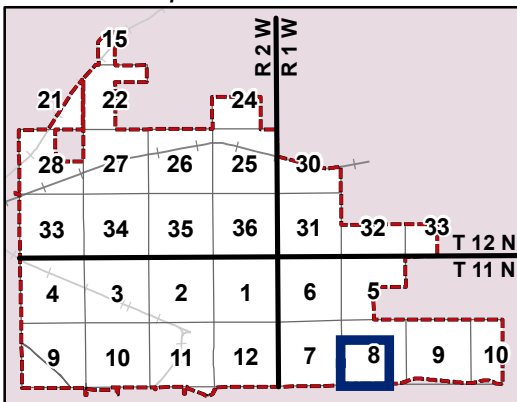
**2019 NEARMAP AERIAL VIEW FOR
PC-2030
(SW/4, Sec. 8, T11N, R1W)**



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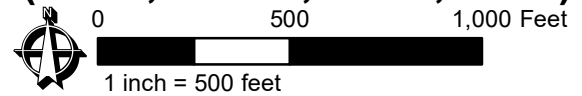
Locator Map



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-2030
(SW/4, Sec. 8, T11N, R1W)**



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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

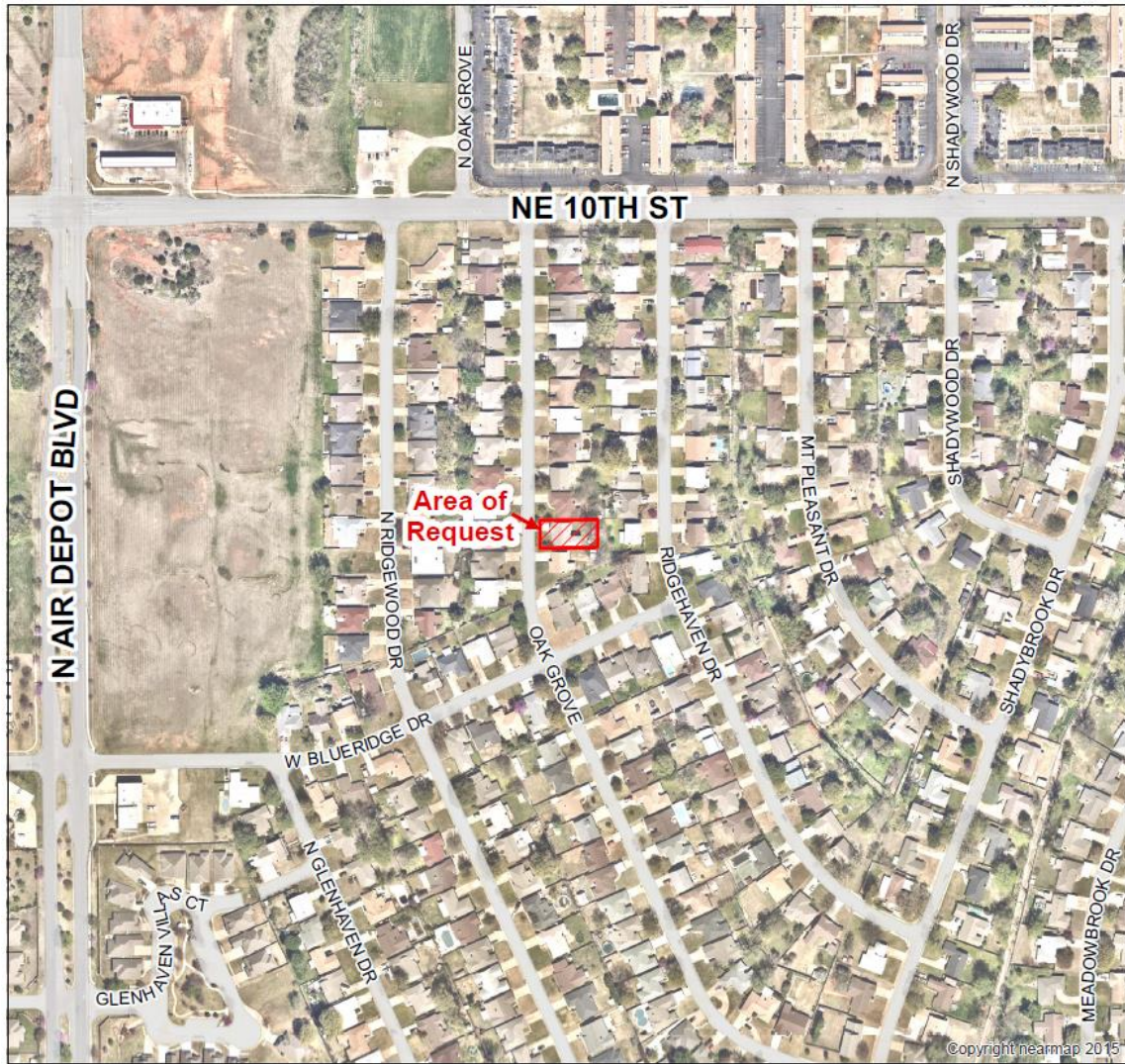
TO: Honorable Mayor and City Council

FROM: Billy Harless, Community Development Director

DATE: November 26, 2019

SUBJECT: (PC –2031) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit to allow the use of Group Residential in the R-6, Single Family Detached Residential district, for the property described as a part of the NW/4 of Section 34 T-11-N, R-2-W, located at 3612 Oak Grove Drive.

Executive Summary: The applicant is applying to run a sober living home for Veteran woman at the property addressed as 3612 Oak Grove Drive. This property is zoned as R-6, Single Family Detached Residential. The applicant has provided a development intent statement and an email with information about the facility she proposes to open. The home has four bedrooms. The applicant proposes to have a maximum of two adults per room and a staff of five including rotating house managers to ensure that someone is there at all times, a part-time cook, a CPA and a van driver. This applicant applied to open a similar facility at this address in 2012. At that time, the Zoning Ordinance required that for group residential and group care facilities in single family residential districts, notice be mailed to all property owners within 300 feet and if a protest of 50% or more of the surrounding residents was received, a hearing would be scheduled before the City Council. Following the notices being sent out for that request, a protest of more than 50% of the surrounding property owners was received and a hearing was scheduled. The applicant withdrew her application prior to the hearing. In 2017, the Zoning Ordinance was amended to require a Special Use Permit for all group residential and group care facilities in all residential districts. The ordinance also included a separation requirement. This requirement states that no private or quasi-public facility shall be located nearer than 1,200 feet to another facility or similar community residential facility serving persons in drug, alcohol, juvenile, child, parole or other program of treatment, care, supervision or rehabilitation in a community setting. After this application was received and notices were sent out to the property owners within 300 feet, staff was made aware by the neighbors of an Oxford House operating one street over at 3624 N. Ridgewood. This location is approximately 170 feet from the area of request. According to research, the Oxford House has been in operation at this location since 2014.



DATES OF HEARINGS:

Planning Commission – November 5, 2019
City Council – November 26, 2019

COUNCIL WARD: Ward 4, Sean Reed

OWNER/APPLICANT:

God Speed Living Trust LLC – Ella Speed

PROPOSED USE:

Sober Living Home for Veteran Women

DEVELOPMENT PROPOSED BY COMPREHENSIVE PLAN:

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

LAND USE:

Area of Request – residence



North – residence



South - residence



East – residence



West – residence



ZONING DISTRICTS:

Area of Request – R-6, Single Family Detached Residential

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

COMPREHENSIVE PLAN CITATION:

Single-Family Detached (SFD) Land Use

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

MUNICIPAL CODE CITATION:

2.7.1. R-6, Single –Family Detached Residential District

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

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

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.

NOTIFICATION:

1. Written notice was mailed to owners of real property within 300 feet of the exterior boundaries of the subject property as well as published in the Journal Record.

HISTORY:

1. This area was zoned single family residential, with the adoption of the 1985 Zoning Map and remains so designated on the 2010 Zoning Map.
2. An application to operate a sober living facility at this address was submitted in the Spring of 2012 and withdrawn prior to the May 22, 2012 City Council meeting.
3. The Planning Commission recommended denial of this request due to the location of the existing Oxford House.

STAFF COMMENTS:

Engineering Staff Comments:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

A six (6) inch public water main is located on the west side of the property running along Oak Grove Drive and the structure located at this address is currently on City water. Public water mains extend along the full frontage of this property, therefore water line improvements are not required as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located on the east side of the area of request. The public sewer main is accessible and existing facility is connected 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 is available off Oak Grove Drive which is classified as a local roadway in the 2008 Comprehensive Plan. Oak Grove Road is currently a curbed twenty six (26) foot concrete road which meets current city standards.

Drainage and Flood Control, Wetlands and Sediment Control

The area of request is developed with houses already established.

The area of request is shown to be in a “Area of Minimal Flood Hazard” meaning no floodplain on Flood Insurance Rate map (FIRM) number 40109C0310H, dated December 18th, 2009.

Drainage and detention improvements are not required with this application.

Easements and Right-of-Way

The area of request is already platted on Ridgecrest Heights 4th Addition with a fifty (50) foot right of way which meets current code. No further easements or right of way would be required with this application.

Fire Marshal’s Comments:

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

The property will be required to submit design plans to the Midwest City Fire Marshal’s office for code review and compliance prior to the facility being open to sober living occupants.

- The current property use is a single-family dwelling. Changing the occupancy to a sober living home changes it to a R-4 Residential Occupancy.

These requirements are based on the occupancy change alone, it does not include site specific code requirements that will be reviewed once the facility plan is submitted to the Fire Department and Chief Building Official. This initial occupancy change requires the following to be met:

- o A fire suppression sprinkler system shall be installed per International Fire Code (IFC) Section 903.2.8
- o Fire extinguishers shall be installed per IFC Section 906
- o Fire alarm systems and smoke alarms shall be installed per IFC Section 907.2.10
- o An approved fire safety and evacuation plan in accordance with IFC Section 404 shall be prepared and maintained for Group R-4 occupancies. They shall also comply with IFC Sections 403.10.3.1 through 103.10.3.6.

Planning Division:

As noted in the Executive Summary, the applicant has previously applied to open a sober living home for veteran women at this location in 2012 under City's previous code. The previous code required that notice of such application be sent to all property owners within 300 feet of the area of request and if a protest of 50% or more of the surrounding property owners was received, the application would be heard by the City Council. The 2012 application was scheduled to be heard by the City Council on May 22, 2012, however, the applicant withdrew her application prior to the hearing.

In 2017, the ordinance regarding group residential and group care facilities was updated to require a Special Use Permit for all such facilities in all residential districts. The updated ordinance also requires that similar facilities not be located nearer than 1,200 feet to one another. The applicant submitted this application on September 30, 2019. Soon after the notices were sent out and published, staff began receiving calls and visits from the surrounding property owners. During conversations with the neighbors, staff became aware of an Oxford House, which is also a sober living home, located at 3624 N. Ridgewood. The Oxford House and the area of request are located approximately 170 feet from one another which is prohibited by the 2017 ordinance.

Staff is researching the Oxford House and it appears that it has been operating at this location since 2014. As this location is already existing, staff, including the City Attorney, is working to bring it into compliance with current codes.

As of this writing, staff has received several calls from the surrounding property owners regarding this request but staff has not received an official protest as of November 6, 2019.

As mentioned above, criteria for special use permit approval is outlined in 7.6.3. of the Midwest City Zoning Ordinance.

1. The Comprehensive Plan identifies the area of request as low density residential. The Comprehensive Plan states that the City should strive for owner-occupied residential dwelling units. If this is approved, there could be eight (8) adult residents along with staff occupying this home. Vehicle use by residents and staff could cause overcrowding on street designed for residential use and parking.

2. The proposed use could be considered as being in harmony with the general purpose and intent of the R-6, Single Family Detached Residential zoning district as it is a residential use and “single-family” is not defined in the Zoning Ordinance.
3. If approved, up to eight (8) residents would be living in the home. There is no standard for how long each resident would stay and the turnover for residents could be frequent. As mentioned previously, if each resident and staff member has a vehicle, this could lead to crowding on the street. The driveway can accommodate four (4) vehicles and the applicant stated that street parking could be utilized in front of the property affecting street use for neighboring properties.
4. The proposed use may generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood.
5. For group residential and group care facilities, the parking requirement is at the discretion of the Community Development Director. As there could be eight (8) residents and five (5) staff members at the area of request, the four (4) driveway parking spaces are not sufficient for this use.

Several neighbors attended the Planning Commission meeting. There was both support for and opposition to this request. The Planning Commission recommended denial of this application as the location is within 1,200 feet from a similar facility, the Oxford House, and the code requires a minimum separation of 1,200 feet.

Action Required: Approve or reject the resolution for a Special Use Permit for the property as noted herein, subject to the staff comments and recommendations as found in the November 26, 2019, agenda packet and made a part of PC- 2031 file.



Billy Harless, AICP
Community Development Director

KG



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

Development Intent Statement

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

Name: Ella Jefferson-Speed
Phone number and email: 405 863-5578 Ella25950@gmail.com
Address of property proposed for development: 3612 OAK GROVE DR. MWC, OK

Please use the following lines to explain your proposed development. Please include information such as use (residential, multi-family, commercial, office, industrial, etc.), parking, signage, exterior building materials and any other useful information.

The home will be used for a sober living home for Veteran women. The maximum number of staff and residents at the home will be no more than fifteen people. Net-Hetep Ta'Nesert, Tiffany Imke Ella Jefferson-Speed I have no sponsor at this time, just myself for now. There is no need for license for this type of group home. I do not own or operate any other facility. Net-Hetep Ta'Nesert address is 41339 N May ave Apt B, Oklahoma City, OK 73120. Tiffany Imke address is 2508 Ashley Dr, Oklahoma City, OK 73120. Ella Jefferson-Speed address is 6804 Green Meadow Dr, OKC, OK 73132.

From: Sista -SoulSurvivor <ello25950@gmail.com>
To: Kellie Gilles <KGilles@MidwestCityOK.org>
CC: Sista -SoulSurvivor <ello25950@gmail.com>
Date: 10/7/2019 3:51 PM
Subject: Re: Midwest City Group Residential Application

Kellie,

There is another room downstairs that can be converted into a bedroom. If need be 2 more adults can fit into that room as well, which would allow 10 maximum to 8 minimum comfortably

> On Oct 7, 2019, at 3:48 PM, Sista -SoulSurvivor <ello25950@gmail.com> wrote:

>

> Good Afternoon Keellie,

>

> It is a four bedroom living facility.

> 2 adults per room

> Staff 5

> 2 Rotating House Managers to ensure someone is there 24 hours

> 1 Part-time Cook

> 1 CPA

> 1 Soul Survivor Sober Living Van Driver

> The Drive way can accommodate 4 vehicles with some street parking in front of the property

>

> If you have any other questions, please don't hesitate to ask.

>

>

> Thank you for your assistance.

>

> Ella Jefferson-Speed

>

>> On Oct 7, 2019, at 10:05 AM, Kellie Gilles <KGilles@MidwestCityOK.org> wrote:

>>

>> Good Morning Ella,

>>

>> I'm starting to work on our report and I have a few more questions.

>>

>> I see that the maximum total number of staff and residents is 15. How many staff and how many residents would there be?

>>

>> Would the staff stay overnight or just residents?

>>

>> How many bedrooms are in the house?

>>

>> How many people would stay in each bedroom?

>>

>> Would the residents have vehicles?

>>

>> How would parking be addressed?

>>

>> Thank you,

>>

>>

>> Kellie Gilles, AICP

>> Planning Manager

>> City of Midwest City

>> 405-739-1223

From: Sista -SoulSurvivor <ello25950@gmail.com>
To: Kellie Gilles <KGilles@MidwestCityOK.org>
CC: Sista -SoulSurvivor <ello25950@gmail.com>, NetHetep TaNesert <EGUNsola@g...>
Date: 10/30/2019 5:46 PM
Subject: Re: Group Residential Facility on Oak Grove

Hello Kellie,

If you all examine closely the information I submitted, you will see that there will be 2 rotating house managers (24 hour management) and they will be qualified. All of my staff will be qualified and much more.

That home is my first homestead. Yes, I lived and raised my three children along with my previous husband at that residence.

I have been renovating and updating it for this intentional purpose to serve female veteran women who have fought for this country and for the integrity of American communities everywhere. They deserve a clean and healthy place for female military women to recover from their various drug and alcohol addictions.

I am a retired 100% disabled Female Army Veteran. Rules and regulations are our speciality.

All rules and selection processes are being carefully formulated.

Be reminded that the Oxford House is for MEN not WOMEN.

Unfortunately, the Soul Survivor Sober Living Home Association will not be for Female Veterans with children.

It is a non-medical facility, which means the clients will still have to go to their respective treatment centers to continue their various therapies.

I'm sure some of the residents in that community are retired veterans as well. They of all people should respect what I am doing.

Warm Regards,
Ella Jefferson-Speed

> On Oct 9, 2019, at 10:44 AM, Kellie Gilles <KGilles@MidwestCityOK.org> wrote:

>

> Hi Ella,

>

> I received a call from a resident who received a notice regarding your application and have a few more questions.

>

> Do you or any of your prosed employees have any credentials for supervising/managing the facility?How will the residents be selected? Have you set any rules or requirements for the residents?

>

> She also asked if you have ever lived in the home or have just used it for rental property.

>
> Thank you,
>
> Kellie Gilles, AICP
> Planning Manager
> City of Midwest City
> 405-739-1223
>
>
>

Re: PC-2031

PC 2031 is a request to operate a group residential facility at 3612 Oak Grove. This is proposed to be a sober living home for veteran women. I've attached the development intent statement as well as an email with additional information.

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.
- The property will be required to submit design plans to the Midwest City Fire Marshal's office for code review and compliance prior to the facility being open to sober living occupants.
- The current property use is a single-family dwelling. Changing the occupancy to a sober living home changes it to a R-4 Residential Occupancy. These requirements are based on the occupancy change alone, it does not include site specific code requirements that will be reviewed once the facility plan is submitted to the Fire Department and Chief Building Official. This initial occupancy change requires the following to be met:
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 - o Fire alarm systems and smoke alarms shall be installed per IFC Section 907.2.10
 - o An approved fire safety and evacuation plan in accordance with IFC Section 404 shall be prepared and maintained for Group R-4 occupancies. They shall also comply with IFC Sections 403.10.3.1 through 103.10.3.6.

Duane Helmberger
Fire Marshal
Midwest City Fire Department

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 23rd, 2019

Subject: Engineering staff comments for pc-2031 application

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2031:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

A six (6) inch public water main is located on the west side of the property running along Oak Grove Drive and the structure located at this address is currently on City water. Public water mains extend along the full frontage of this property, therefore water line improvements are not required as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located on the east side of the area of request. The public sewer main is accessible and existing facility is connected 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 is available off Oak Grove Drive which is classified as a local roadway in the 2008 Comprehensive Plan. Oak Grove Road is currently a curbed twenty six (26) foot concrete road which meets current city standards.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is developed with houses already established.

The area of request is shown to be in a "Area of Minimal Flood Hazard" meaning no floodplain on Flood Insurance Rate map (FIRM) number 40109C0310H, dated December 18th, 2009.

Drainage and detention improvements are not required with this application.

Easements and Right-of-Way

The area of request is already platted on Ridgecrest Heights 4th Addition with a fifty (50) foot right of way which meets current code. No further easements or right of way would be required with this application.

From: Jill Donaldson
To: Kellie Gilles
Date: 11/21/2019 8:13 AM
Subject: Re: Fwd: PC-2031

>>> Eric Howard <dad4kt@yahoo.com> 11/19/2019 6:27 PM >>>
Good Morning,

I recently received a notice from the city pertaining to the rezoning of 3612 Oak Grove Dr to a Group Residential Home. I am the owner of 3613 Oak Grove Dr. and would like to submit my preference via email. I would normally have attended the public hearing in person but I am active duty military stationed in Japan so I will be unable to attend.

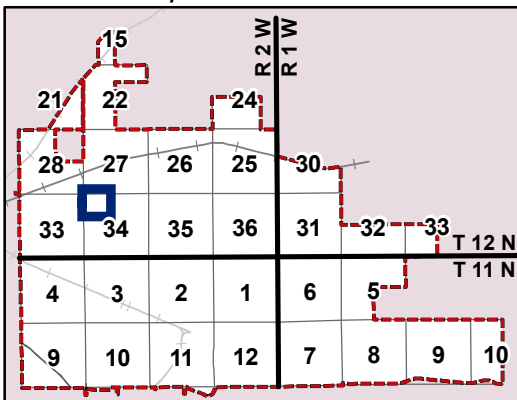
Please accept my opinion via email that I would encourage the Planning Commission to not approve a zoning change for 3612 Oak Grove Dr. I would prefer the zoning for 3612 Oak Grove remain the same and not be converted to a Group Residential Home. Thank you for your consideration.

Please contact me via email or mobile if you have any questions.

Best Regards, Eric Howard (850) 512-0884



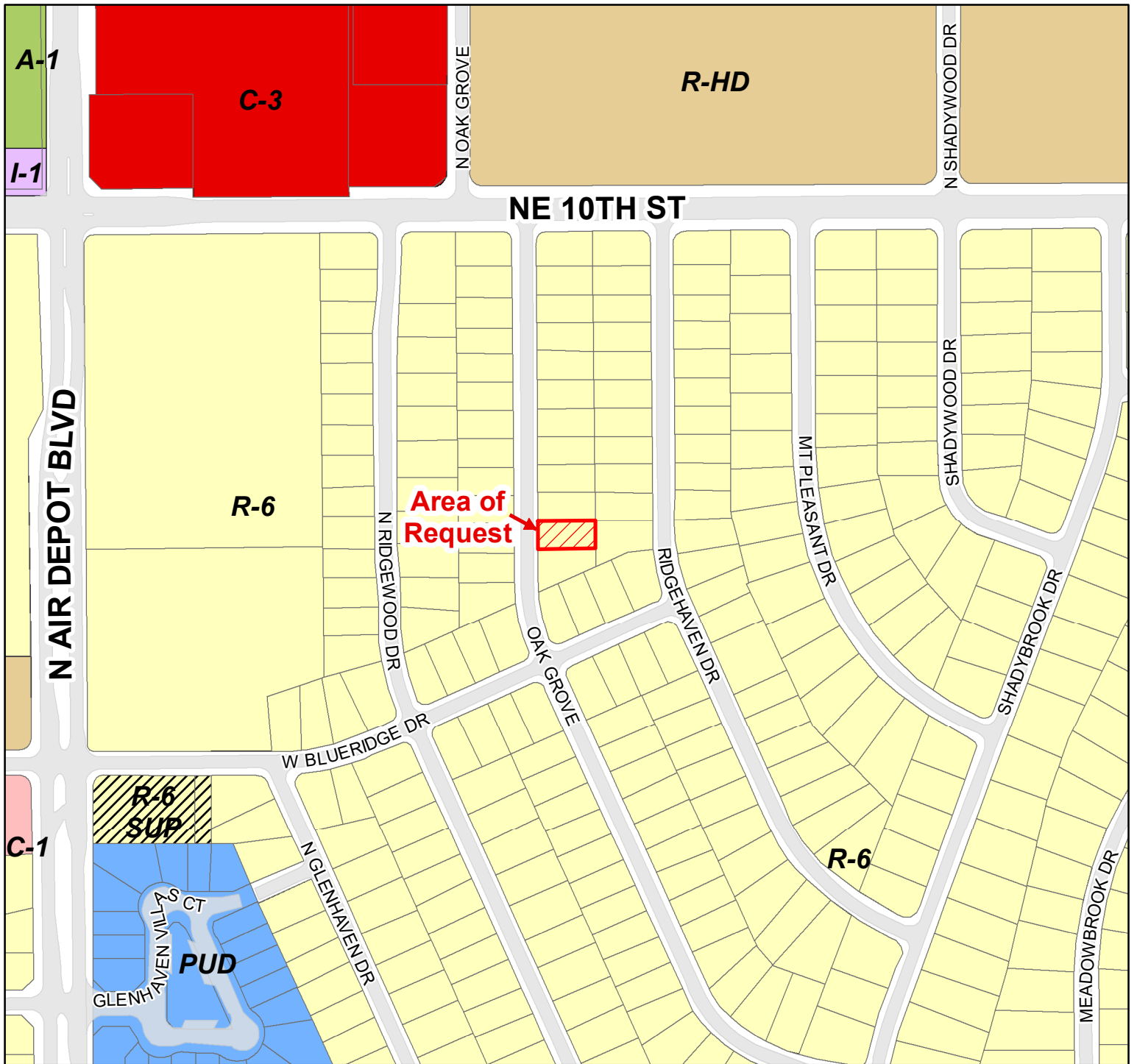
Locator Map



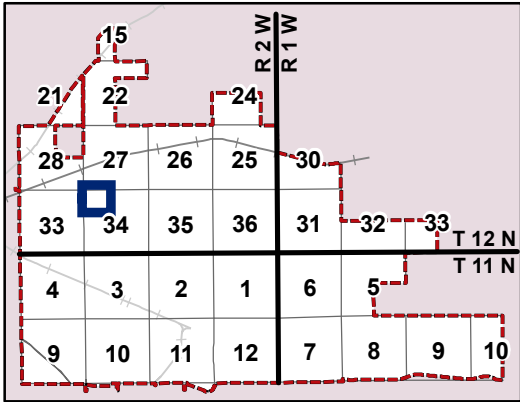
**2019 NEARMAP AERIAL VIEW FOR
PC-2031
(NW/4, Sec. 34, T12N, R2W)**



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



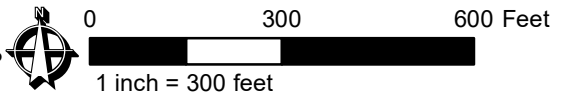
Locator Map



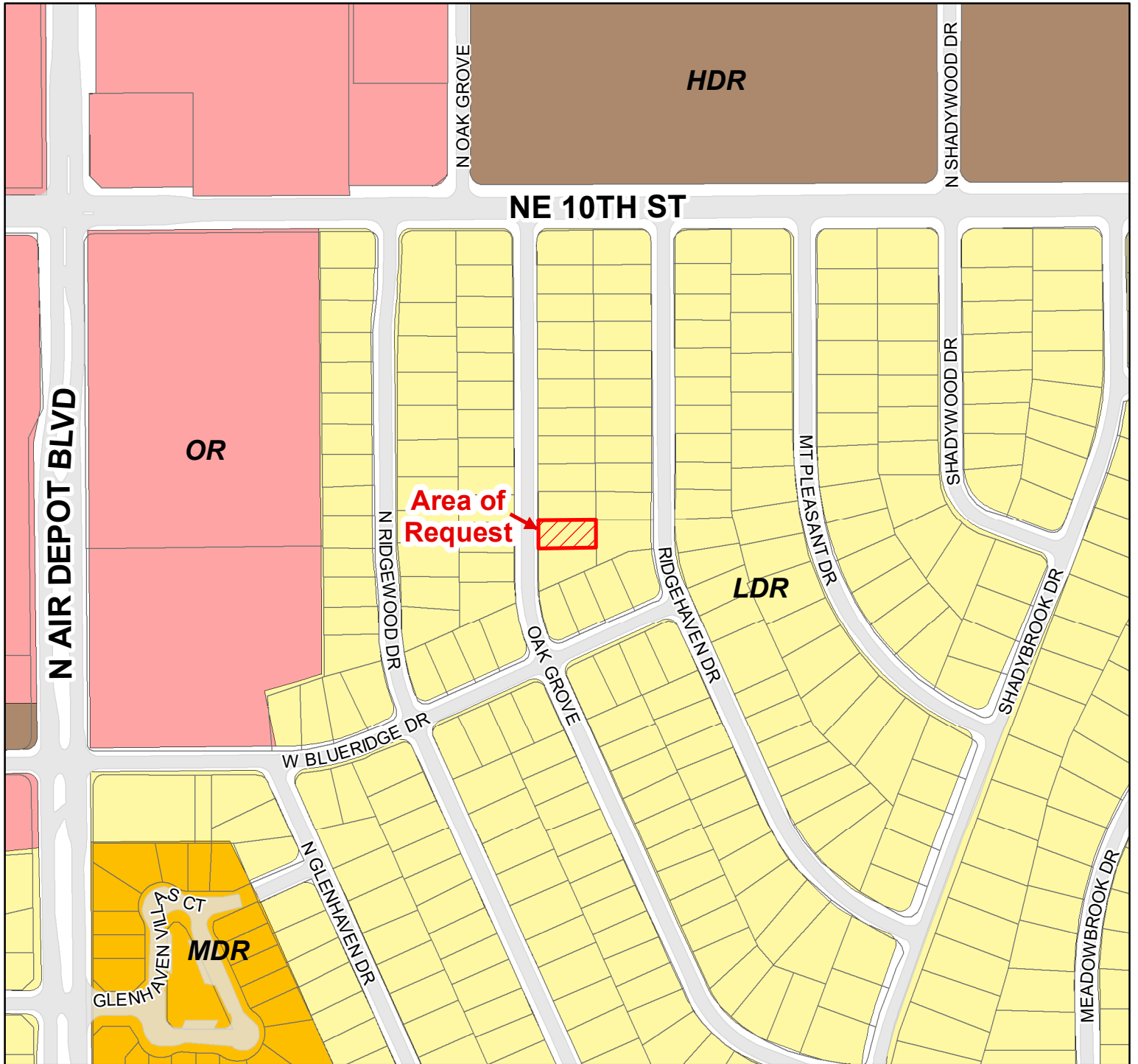
Current Zoning Legend

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

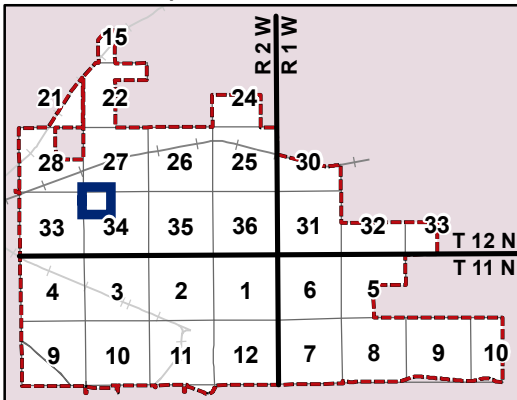
**ZONING MAP FOR
PC-2031
(NW/4, Sec. 34, T12N, R2W)**



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Locator Map

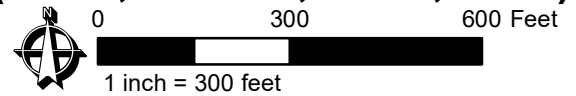


Future Land Use Legend

- 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-2031**

(NW/4, Sec. 34, T12N, R2W)



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1 **PC-2031**

2 **RESOLUTION NO. _____**

3 **A RESOLUTION APPROVING A SPECIAL USE PERMIT TO ALLOW THE USE OF**
4 **GROUP RESIDENTIAL AND DIRECTING AMENDMENT OF THE OFFICIAL ZON-**
5 **ING DISTRICT MAP TO REFLECT THE RECLASSIFICATION OF THE PROP-**
6 **ERTY'S ZONING DISTRICT; AND PROVIDING FOR REPEALER AND SEVERABIL-**
7 **ITY**

8 **WHEREAS**, the Zoning Map of Midwest City, Oklahoma, 2010, shows the following described
9 property with a classification of **R-6, Single Family Detached Residential**:

10 A part of the NW/4 of Section 34, T-12-N, R-2-W, Lot 11, Block 2 of the Ridgecrest
11 Heights 4th Addition, addressed as 3612 Oak Grove Drive, Midwest City, OK.

12 **WHEREAS**, it is the desire of the Midwest City Council to grant a Special Use
13 Permit for said property.

14 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MID-**
15 **WEST CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA:**

16 That the above described property located in Midwest City, Oklahoma be and is
17 hereby granted a Special Use Permit to allow the use of **Group Residential**.

18 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Okla-
19 homa, on the _____ day of _____, 2019.

20 THE CITY OF MIDWEST CITY, OKLA-
21 HOMA

22 _____
23 MATTHEW D. DUKES III, Mayor

24 ATTEST:

25 _____
26 SARA HANCOCK, City Clerk

27 **APPROVED** as to form and legality this _____ day of _____, 2019.

28 _____
29 Heather Poole, City Attorney
30



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: November 26, 2019

Subject: (PC – 2032) Discussion and consideration of approval of the proposed preliminary plat of Ryan’s Ridge, described as a part of the SW/4 of Section 6, T11N, R1W, located at 10332 SE 10th Street.

Executive Summary: This item is a request to subdivide a single parcel into fourteen (14) individual parcels for single family development. Access to the subdivision will be via a new street, Ryan’s Ridge Court, off of SE 10th and four (4) lots will have frontage on SE 12th. The applicant is proposing water and sewer line extensions to serve all of the lots. The area of request is currently zoned R-6, Single Family Detached Residential. No variances to any of the requirements of the Zoning Ordinance for development in the R-6 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. Tree preservation will not be required with this subdivision as it is less than 5 acres. A water line extension will be required along SE 12th to serve all proposed lots. Half street improvements along the frontage of SE 10th are required as well as sidewalks. The applicant has requested a waiver to the requirement for sidewalks. The request is attached. Action is at the discretion of the Planning Commission and City Council.

Dates of Hearing: Planning Commission –November 5, 2019
City Council – November 26, 2019

Council Ward: Ward 6, Jeff Moore

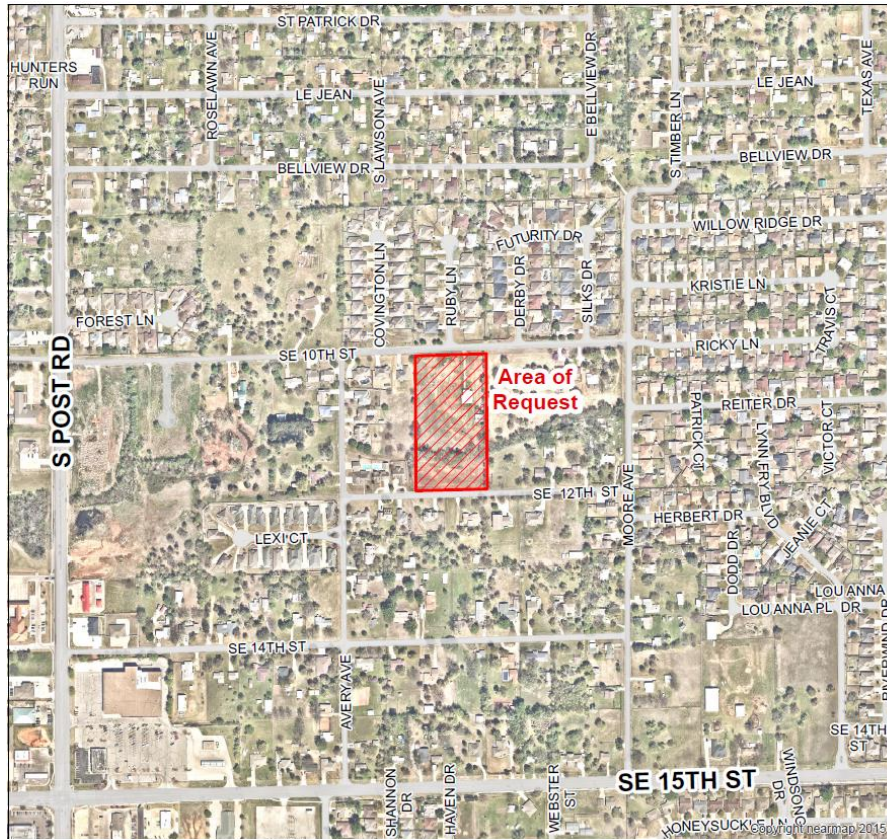
Owner/Applicant: Kevin Ergenbright, KDE Developments LLC

Engineer: Aaron Hale, P.E., Engineered by Design

Proposed Use: Fourteen (14) single family residential lots

Size:

The area of request has a frontage along SE 10th Street of approximately 317.02 ft. and frontage along SE 12th Street of approximately 317.02 ft. and contains an area of approximately 191,553 square feet or 4.40 acres.



Zoning Districts:

Area of Request – R-6, Single Family Detached Residential

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

Land Use:

Area of Request – vacant

North – Single Family Residences

South – Single Family Residences



East (SE 10th) – Vacant



East (SE 12th) – One residence



West (SE 10th) - Residence



West (SE 12th) - Residences



Municipal Code Citation:

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

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

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

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 has been zoned single-family residential since the adoption of the 1985 zoning code.
2. This area was platted as block 55 of the Leavitts SE 15th St Acres in 1949.
3. The Planning Commission recommended approval of this item subject to staff comments on November 5, 2019.

Engineer's Comments:

Note: This application is for a preliminary plat of the Ryan's Ridge located between SE 10th Street and SE 12th Street just west of Avery Avenue.

Section 38-18 in the Subdivision Regulations requires all existing and proposed utility lines and public improvements be reflected on the preliminary plat or accompanying plan. The proposed public utility line installations required with this application are shown on the plat, must be constructed and will be dedicated to the city prior to the final plat application.

Water Supply and Distribution

There are two separate access points to an existing water line. A six (6) inch public water main is located on the north right of way of SE 10th Street extending across the entire frontage of the proposed development. Another six (6) inch public water main is located on the north right of way of SE 12th Street but terminates at the southwest corner of the proposed development.

The applicant has proposed the extension of the public water mains to all of the proposed lots and will have to extend the water line along SE 12th Street to the east property line as required in Municipal Code 43-32.

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

Eight (8) inch public sewer mains are located in a dedicated utility easement extending along the north and west side as well as the south east portion of the area of request. Additionally, a twelve (12) inch sewer main bisects the property within a dedicated utility easement.

The applicant has proposed constructing a public sewer main providing service to all of the proposed lots.

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

Streets and Sidewalks

The proposed development is divided by a natural drainage channel which hinders access across the entire property. Access to the northern portion is available from SE 10th Street. Access to the southern portion is available from SE 12th Street.

Both SE 10th Street and SE 12th Street are classified as local streets in the 2008 Comprehensive Plan.

SE 10th Street is a two (2) lane, 24-foot wide, uncurbed roadway with mixed surfaces. SE 12th Street is a two (2) lane, 24-foot wide, curbed asphalt roadway.

Current code requires a total, half street right-of-way width from center line of twenty five (25) feet for local roads and presently both SE 10th Street and SE 12th Street have twenty five (25) feet of right-of-way adjacent to and parallel to the proposed development.

Right of way grants to the city are not required with this application. They will be dedicated at the time of the final plat.

SE 10th Street is currently a mixed construction roadway. The north side is curbed with a 13 foot concrete lane. The south side (side of development) is not curbed with a 24-foot asphalt lane. Neither side has sidewalk present.

Because the south side does not meet current city codes, as per Section 38-45, half street improvements along the frontage of SE 10th Street will be completed prior to the final plat application.

This includes widening the south side of the road 1 additional foot, resurfacing to the centerline, and adding curb and gutter. A sidewalk along SE 10th Street will be required to be built prior to the final plat application as per Section 38-47.2.

SE 12th Street is currently a curbed asphalt roadway with 24-foot lanes. Although the current construction does not meet the city codes for width, it does have curb and it would not be practical to demolish a curb to widen the additional feet. Therefore, engineering will not require improvement to the SE 12th Street roadway. A sidewalk along SE 12th Street will be required to be built prior to the final plat application as per Section 38-47.2. The applicant proposes to construct a public local street, Ryan's Ridge Court, with sidewalks to service the area of request.

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 SE 10th Street or SE 12th Street as potential collector roads in the plan. The subdivision plan also requires the connection of roads in a proposed subdivision if the proposal contains fifty or more proposed lots. This application falls below that threshold at fourteen lots. The applicant proposes to construct a public local street that is a cul de sac with one point of ingress / egress.

Drainage and Flood Control, Wetlands, and Sediment Control

Johnson & Associates, Inc. was retained by the City of Midwest City to review the drainage impacts of the proposed development. A letter is included stating that the preliminary review of a detention pond system meets the current code.

Drainage to the proposed development is from the north, east, and south.

- From the north, the drainage is from overland flow from SE 10th Street and there is an existing 32" corrugated metal storm pipe carrying water from the Covington subdivision.
- From the east, drainage primarily flows overland to an unimproved natural channel which is responsible for draining a large sub-basin.
- From the south, drainage flows west in SE 12th Street to a cross drain flowing water to the north. This cross drain is responsible for a large sub-basin. Downstream of the cross drain, it flows into an unimproved channel not located on property of the proposed development.

All the drainage intersects just to the west of the proposed development and flows west in an unimproved channel, crossing under Avery Avenue and Post Road, and eventually flowing into Soldier Creek Tributary 6. There have been prior drainage complaints to the city from the homes at 10304 SE 10th St, 10305 SE 12th St, and 10309 SE 12th St. City staff did advise the applicant of these issues and the applicant did talk to the neighbors as well as host a meeting discussing his development. All drainage improvements made upstream will need to be made in understanding of potential downstream impacts.

Currently, the proposed development is undeveloped with no improvements or structures. The existing storm structure on the south side of SE 10th Street will be required to be improved as part of the half street improvements to be at proper grade and accept any water coming from the new guttering.

The applicant has proposed that drainage on the north end of the development runs into the new Ryan's Ridge Court to a flume and into a detention pond. From there it will discharge into the unimproved natural drainage describe above. The south portion of the development will drain overland into the unimproved natural drainage described above. The area of request is not affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 18th, 2009.

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

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

Resolution 84-20 requires that developers install and maintain sediment and/or erosion controls in conjunction with their construction activities. Any proposed development must conform to the applicable requirements of Municipal Code Chapter 43, "Erosion Control." Sediment control plans must be submitted to and approved by the city before any land disturbance is done on-site. The developer is responsible for the cleanup of sediment and other debris from drainage pipes, ditches, streets and abutting properties as a result of his activities.

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

A fire hydrant will be required at the cul-de-sac.

The cul-de-sac is required to be a minimum of 96' in diameter.

Staff Comments:

The purpose of this preliminary plat is to create 14 single family residential lots. The area of request is zoned R-6, Single Family Detached Residential. If this proposed subdivision is approved, all development will be required to meet the regulations for the R-6 district as stated in the Zoning Ordinance. These regulations include:

- At least 35% of the dwelling units within the development must adhere to section 5.15 of the Zoning Ordinance pertaining to single-family driveways and garages. This requirement only applies to lots under 10,000 square feet in area. This proposed subdivision contains eight (8) lots over 10,000 square feet and six (6) lots under 10,000 square feet. 35% of six (6) lots is 2.1 which means that a minimum of two(2) homes must have J-drives, garages setback 15' behind the front building line or detached garages in the rear.
- The exterior of each home must be constructed of a minimum of 85% masonry materials, 100% facing the street
- 25' front setback, 20' rear setback, 7' side setbacks

- 40% maximum building coverage
- Minimum 5:12 roof pitch

One new curb-cut along SE 10th Street will provide access to a portion of the subdivision via a new street, Ryan's Ridge Court. Four (4) lots will front onto SE 12th Street. The subdivision was designed this way due to an existing natural channel running from east to west on the southern portion of the parcel.

The Park Land Review Committee met on October 15, 2019 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.

A Tree Canopy Management Plan is not required as the subdivision is less than 5 acres.

The applicant has requested a waiver to the requirement for sidewalks.

Action is at the discretion of the Planning Commission and City Council.

Action Required: Approve or reject the preliminary plat of Ryan's Ridge located on the property as noted herein, subject to the staff comments and found in the November 26, 2019 agenda packet and made a part of PC- 2032 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, AICP
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: October 23rd, 2019

Subject: Engineering staff comments for pc-2032 preliminary plat application

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100 N. Midwest Boulevard, Midwest City, Oklahoma 73110

Engineering Division (405) 739-1220 X FAX (405)739-1399

An Equal Opportunity Employer

responsible for draining a large sub-basin.

- From the south, drainage flows west in SE 12th Street to a cross drain flowing water to the north. This cross drain is responsible for a large sub-basin. Downstream of the cross drain, it flows into an unimproved channel not located on property of the proposed development.

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Midwest City Fire Department

8201 E. Reno Avenue

Midwest City, OK 73110

Office 405.739.1340

Fax 405.739.1384

Re: PC-2032

This is a preliminary plat of the Nider Addition. This is a small subdivision - one lot into 3 lots on NE 4th.

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.
- A fire hydrant will be required at the cul-de-sac.
- The cul-de-sac is required to be a minimum of 96' in diameter.

Duane Helmberger
Fire Marshal
Midwest City Fire Department

From: KEVIN ERGENBRIGHT <kergenbright@cox.net>
To: <kgilles@midwestcityok.org>
Date: 10/29/2019 3:06 PM
Subject: Ryan's Ridge

Kellie,

I would like to request a waiver for no sidewalks in the Ryan's Ridge development. In lieu of sidewalks, I would be willing to work with the city to regrade the ditch line to the west of the development. This would allow for proper drainage. I feel this would satisfy the neighbors and accommodate the city at the same time.

Please consider my request.

Thank you,

Kevin Ergenbright

405-361-4100

PRELIMINARY PLAT

Ryan's Ridge

A REPLAT OF LOT FIFTY-FIVE (55), LEAVITT'S S.E. 15TH ST. ACRES, A SUBDIVISION IN THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA BEING A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SIX (6), TOWNSHIP ELEVEN (11) NORTH, RANGE ONE (1) WEST OF THE INDIAN BASE AND MERIDIAN.

Owner / Developer

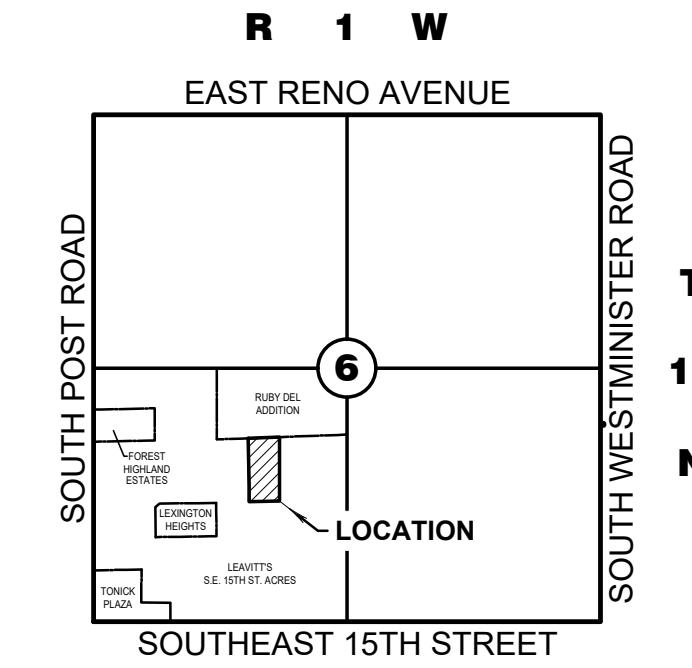
KDE DEVELOPMENTS, LLC
11524 EAST SURREY LANE
MIDWEST CITY, OKLAHOMA 73130
PHONE: (405) 361-4100
MR. KEVIN ERGENBRIGHT

Engineer

ENGINEERED BY DESIGN, PLLC
P.O. BOX 15567
DEL CITY, OKLAHOMA 73155
PHONE: (405) 234-0980
ahale@engineeredbydesign.pro
C.A. # 7655 EXPIRES 6-30-2020

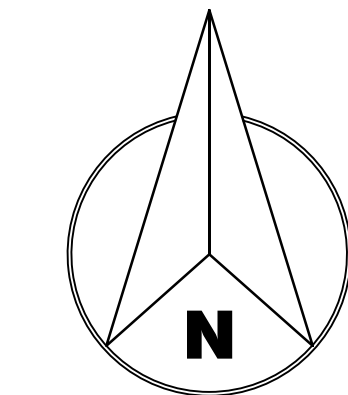
Surveyor

GOLDEN LAND SURVEYING, PLLC
920 N.W. 139TH STREET PARKWAY
OKLAHOMA CITY, OKLAHOMA 73013
PHONE: (405) 802-7883
EMAIL: troy1745@gmail.com
C.A. # 7263 EXPIRES: 6-30-2020

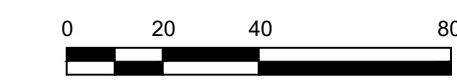


Location Map

SCALE: 1"=200'



Scale: 1" = 40'



FINAL PLAT
CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE MIDWEST CITY, OKLAHOMA CITY COUNCIL ON

MAYOR - VICE MAYOR

THIS APPROVAL IS VOID IF THE ABOVE SIGNATURE IS NOT ENDORSED BY THE CITY MANAGER.

CITY MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

I, DAVID B. HOOTEN, OKLAHOMA COUNTY CLERK, IN A FOR THE COUNTY AND STATE ABOVE NAMED, DO HEREBY CERTIFY THAT THE FORGOING IS A TRUE AND CORRECT COPY OF A LIKE INSTRUMENT NOW ON FILE IN MY OFFICE.

DATED THE _____ DAY OF _____, 2019
DAVID B. HOOTEN, OKLAHOMA COUNTY CLERK

DEPUTY

COUNTY TREASURER STAMP

Subdivision Statistics

SUBDIVISION CONTAINS FOURTEEN (14) LOTS IN ONE (1) BLOCK AND ONE (1) RESERVE AREA

GROSS SUBDIVISION AREA:

191,553.05 SF / 4.40 ACRES

Basis of Bearings

ASSUMED BEARING OF N 88°07'50" E AS THE NORTH LINE OF LOT 55 OF LEAVITT'S S.E. 15TH ST. ACRES, PER STATE PLANE GRID NORTH.

Monumentation

ALL CORNERS SHOWN HEREON WERE SET USING A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "GOLDEN CA7263".

Legend

B/L -- BUILDING SETBACK LINE
L.N.A. -- LIMITS OF NO ACCESS
U/E -- UTILITY EASEMENT

Notes

ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.

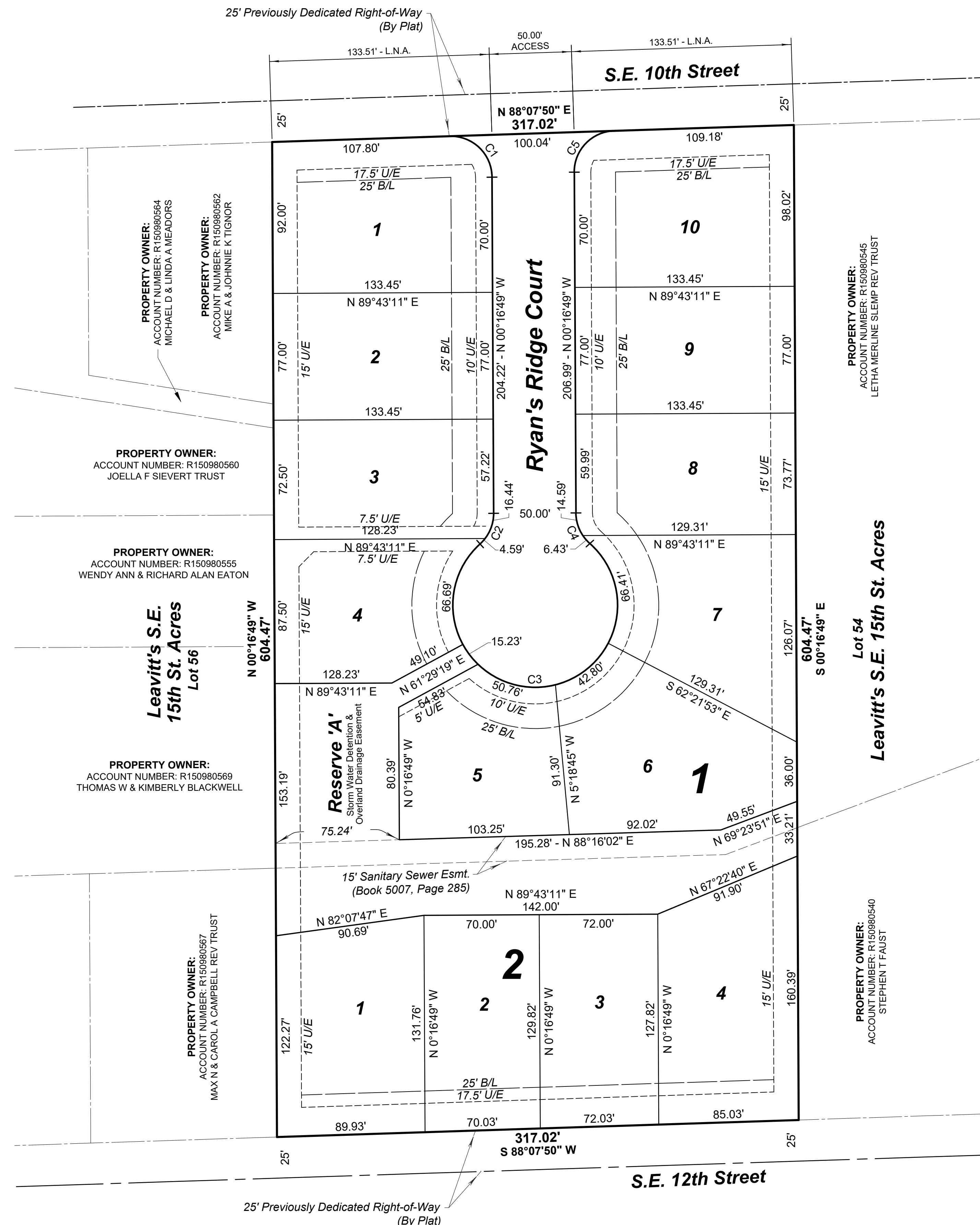
ALL WATER AND SANITARY SEWER SERVICES WILL BE SUPPLIED AND MAINTAINED BY THE CITY OF MIDWEST CITY, OKLAHOMA.

Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	39.96'	25.00'	91°35'21.23"	N 46°04'30" W	35.84'
C2	21.03'	25.00'	48°11'22.87"	N 23°48'53" E	20.41'
C3	241.19'	50.00'	276°22'45.73"	N 89°43'11" E	66.67'
C4	21.03'	25.00'	48°11'22.87"	S 24°22'30" E	20.41'
C5	38.58'	25.00'	88°24'38.77"	S 43°55'30" W	34.86'

Lot Area & Address Table

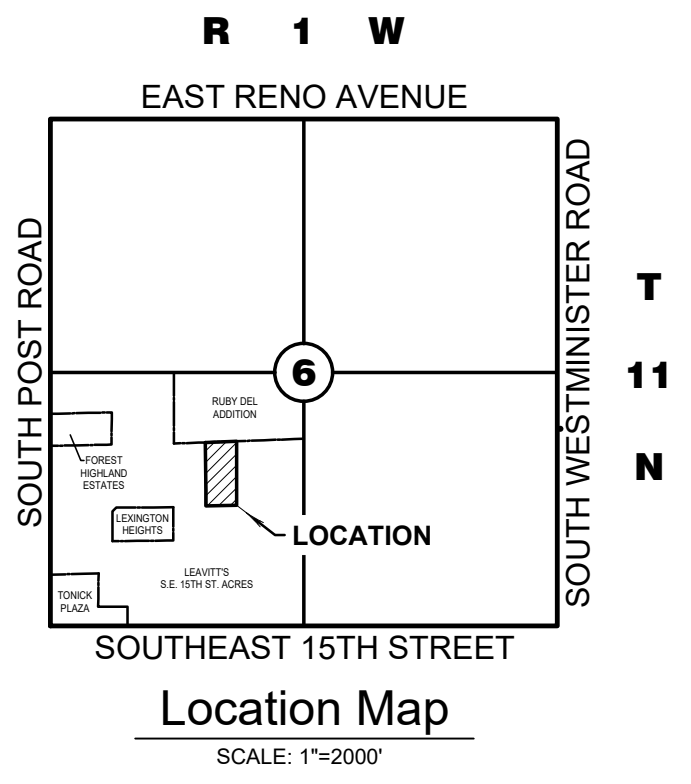
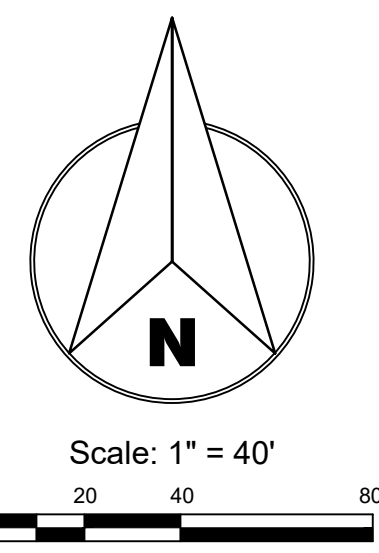
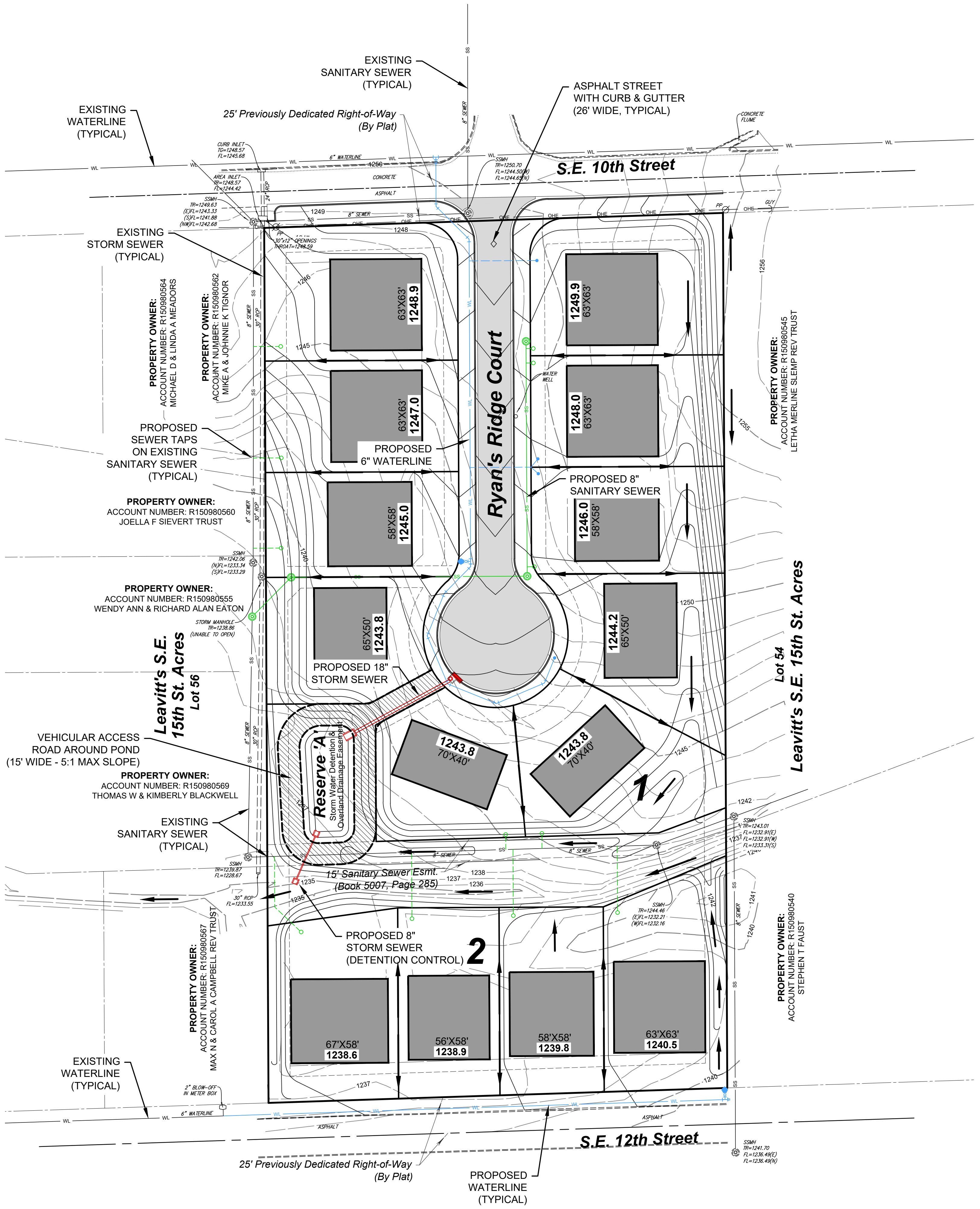
BLOCK	LOT	STREET ADDRESS	LOT AREA (SF)	LOT AREA (AC)
1	1		12,381.27	0.28
	2		10,275.45	0.24
	3		9,649.60	0.22
	4		9,422.96	0.22
	5		9,240.76	0.21
	6		12,039.06	0.28
	7		10,892.68	0.25
	8		9,826.56	0.23
	9		10,275.45	0.24
	10		12,707.57	0.29
2	1		11,418.04	0.26
	2		9,155.07	0.21
	3		9,274.82	0.21
	4		12,249.01	0.28
RES	A		22,646.09	0.52



Ryan's Ridge

A REPLAT OF LOT FIFTY-FIVE (55), LEAVITT'S S.E. 15TH ST. ACRES, A SUBDIVISION IN THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA BEING A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SIX (6), TOWNSHIP ELEVEN (11) NORTH, RANGE ONE (1) WEST OF THE INDIAN BASE AND MERIDIAN.

CONCEPTUAL IMPROVEMENTS PLAN





The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 ENGINEERING DIVISION

Applicant: Ryan's Ridge
 Phone Number: _____
 Address: 10332 SE 10th Street

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, with comment
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.	--
13-18.2(c)	The applicant shall furnish with the application to the city a current title commitment issued by a title insurance company authorized to do business in Oklahoma, a title opinion letter from an attorney licensed to practice in Oklahoma, or some other acceptable proof of ownership, identifying all persons having an ownership interest in the property subject to the preliminary plat.	Planning
Administrative	The legal metes and bounds of the property being developed.	BB
13-69.7(1)	The area of the preliminary drainage plan in acres shown at points where storm water enters and leaves the proposed subdivision, and where drainage channels intersect roadways and at junction points.	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

Commented [BB1]: will need better definition on final plat of ex sewer easement



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 ENGINEERING DIVISION

13-69.7(4)	Special structures such as dams, spillways, dikes or levees.	BB
Administrative	Location of Floodplain if adjacent or within development	--
Administrative	Location of Wetlands if adjacent or within development. If so, the developer is required to notify the Army Corp of Engineers.	None
Administrative 38-43.3(a)(1)	Show the location and size of water mains.	BB
Administrative 38-43.3(a)(1)	Show the location and size of wastewater mains.	BB
Administrative 38-43.3(a)(2)	Show the location and specifications for fire hydrant systems.	BB
Administrative	Finish floor elevations for all pad sites	BB
Administrative 13-69.7(2)	Drainage arrows on all lots showing the final grading and where the water will drain	BB
Administrative 38-54.3(c)(1) 38-54.3(d)(1) 38-54.4	Required retaining walls and retaining wall easements	--
Administrative	Existing contours with intervals not to exceed two (2) feet referenced to a United State Geological Survey or Geodetic Survey bench mark or monument.	BB
Administrative	Show the proposed street layout and right of ways.	BB
38-45.4(c)	All existing arterial streets and such collector and local streets as may be necessary for convenience of traffic circulation and emergency ingress and egress.	--
38-45.4(d)	All access points to existing roadways and be of the required number.	BB
38-45.4(e)	The development shall have two (2) connections to adjacent properties.	--
38-45.4(n)	The names of all new proposed streets.	BB
38-45.4(o)	The development shall not have any proposed cul-de-sacs longer than five hundred (500) feet in length	BB
38-47	The location and size of all proposed pedestrian crosswalks, bike trails, horse trails, or other supplementary movement systems.	--
38-18.2(a)(1) 38-44.3(a)(2)	Preliminary stormwater management plan (SWMP)	
38-44.3(e)(1)	A digital copy of the preliminary SWMP shall be submitted along with the preliminary plat.	
38-44.3(e)(2)	The preliminary SWMP shall be labeled as "Preliminary"	
38-44.3(e)(3)	The preliminary SWMP shall be signed, sealed, and dated by the professional engineer (P.E.) or shall contain a statement showing the professional engineer's name and license number and affirming the preliminary SWMP was prepared under the direction of the engineer and that the plan is preliminary	



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 ENGINEERING DIVISION

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)	
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	
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
38-44.4(d)(2)	The preliminary drainage plan shall be labeled as "Preliminary"	
38-44.4(d)(3)	The preliminary drainage plan shall be stamped by and dated by the engineer, professional	BB
38-44.5	If the development proposed is adjacent to or within the 100-year floodplain the following are required:	--
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	--



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 ENGINEERING DIVISION

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	BB
38-18.2(a)(5)	Preliminary site development plan	BB
Administrative	Finish floor elevations for all pad sites	BB
Administrative 13-69.7(2)	Drainage arrows on all lots showing the final grading and where the water will drain (not to drain over more than adjacent lot)	BB, needs improvement
Administrative 38-54.3(c)(1) 38-54.3(d)(1) 38-54.4	Required retaining walls and retaining wall easements	--
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



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 ENGINEERING DIVISION

38-45.4(e)	The street layout plan shall have two (2) connections to adjacent properties.	--
38-45.4(n)	The street layout plan will have the names of all new proposed streets.	BB
38-45.4(o)	The street layout plan shall not have any proposed cul-de-sacs longer than five hundred (500) feet in length	BB
38-47	The location, size, and easements of all proposed pedestrian crosswalks, bike trails, horse trails, or other supplementary movement systems.	BB
38-18.2 (a) (7)	Street signage and striping plan	
Administrative	Proposed signage of development	
Administrative	Proposed striping if required	--
38-18.2 (a) (9)	Other plans	
Administrative	If fee in lieu of improvements: include quantities and cost estimates	
Engineering Comments and Recommendations: Drainage arrows need improvement, need a storm plan (can wait to after prelim), will require a stop/yield sign at end of Ryan's Ridge Ct. Want better definition on existing sewer main easement on final plat. Close to needing retaining walls		
Associated Departments (Fire, Stormwater, and Utilities) Comments and Recommendations:		



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 CURRENT PLANNING DIVISION

Ryan's Ridge Prelim F

Applicant: Kevin Ergenbright

Phone Number: _____

Address: 10332 SF 12th

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.	X
38-48.7	Limits-of-No-Access – shown on preliminary plat	
38-48.7 (A)(1)	Low Density lots shall not derive access from an Arterial Street.	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.	X
38-48.8(B)(1)(a)	For single-family, two-family and townhomes, double frontage lots are prohibited from backing or having the side facing onto an Arterial Street without appropriate screening.	X
38-48.8(B)(1)(b)	Where lots back or side onto an Arterial Street, no driveway access is allowed onto the Arterial Street.	NA
38-48.8(B)(2)	For multifamily and nonresidential lots, if lots have frontage on more than one street, a front building line must be established for each street.	NA
38-48.8(B)(3)	Residential lots should face the front of a similar lot, park or open space.	
38-48.10	Lot and Block Numbering	
38-48.10(A)	All lots within each phase of a development are to be numbered consecutively	X



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 CURRENT PLANNING DIVISION

	within each block. Each block shall have alpha or numeric designations.	
38-48.11	Building Lines	
	Building lines along all streets shall be shown on the Preliminary Plats and shall conform with the minimum setbacks for front, side and rear yards as required by the zoning district.	X
38-48.12	Block Requirements	
38-48.12(B)(1)	Blocks for residential uses shall not be longer than 1,800 feet measured along the center line of the block.	X
38-48.12(B)(2)	When a block exceeds 600 feet in length, the Planning Commission may require a dedicated easement not less than 15 feet wide and a paved crosswalk not less than 4 feet wide to provide pedestrian access across the block.	NA
38-48.12(C)(1)	Blocks used for residential purposes should be of sufficient width to allow for two tiers of lots of appropriate depth.	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.	NA
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:	Detention does not meet standards for amenity under 38-49.4(D) No other amenities proposed
38-49.3(A)	Preliminary plans and illustrations, along with a written statement of such concepts, shall be submitted for review and approval with the Preliminary Plat.	
38-49.3(B)	Plans for amenities shall then be incorporated into the screening plan and/or landscape plan for submittal as part of the construction plans.	NA
38-49.3(C)	Lighting plans for all outdoor amenities	
38-49.3(D)	Plans for structural elements shall be sealed by a licensed Professional Engineer and shall be considered for approval by the City.	
38-49.4	Design of Amenities	
38-49.4(A)(1)(a)	Entry features shall be constructed entirely on privately owned property and shall not suspend over a public Right-of-Way.	
38-49.4(A)(1)(b)	Minor elements of an entry feature may be placed within an entry street median upon Plat approval, provided that such street median is platted as a non-buildable lot and dedicated to a HOA for private ownership and maintenance.	
38-49.4(A)(1)(c)	An entry feature having a water pond, fountain or other water feature shall only be allowed if approved by the Planning Commission and City Council during the plat review process.	
38-	No entry feature, other than screening walls or extensions of screening walls,	



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 CURRENT PLANNING DIVISION

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



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 CURRENT PLANNING DIVISION

	.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
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							
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.							



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 CURRENT PLANNING DIVISION

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.	NA
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	NA < 5 acres
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)	
38-53.5(B)(2)(b)	Post-development tree canopy coverage (as determined by the applicant)	
38-53.5(B)(2)(c)	Visual identification of tree canopy to be removed.	
38-53.5(C)(1)	Tree Canopy Management Plan shall be reviewed by the Director of Community Development for compliance with all standards.	
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.	NA
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.		
Name of city, county, state, section, township and range centered and printed at the top of the preliminary plat.		
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)	NA
5.14.1(A)	Applicability – This section only applies to single-family residential developments of 5 acres or larger.	
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:

October 4, 2019

Mr. Patrick Menefee, P.E., City Engineer
City of Midwest City
100 North Midwest Blvd.
Midwest City, OK 73110

**RE: Ryan's Ridge Development
Drainage Report Review – 3rd Review**

Dear Mr. Menefee:

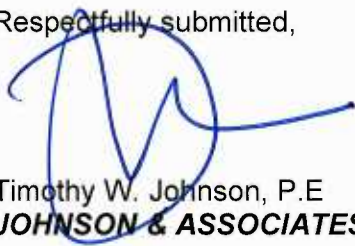
As requested, Johnson & Associates, Inc. has reviewed various information for the subject addition as submitted by the engineer, Engineered by Design, PLLC.

Review of the most recent design data submitted by the engineer in an email message dated September 21, 2019, found the data to be acceptable for approval.

Please allow Johnson & Associates to review the final design analysis and plans prior to construction.

If there are any questions, please contact this office or contact David Heringer, P.E, CFM, of this office at 405-235-8075 or e-mail to dheringer@jaokc.com.

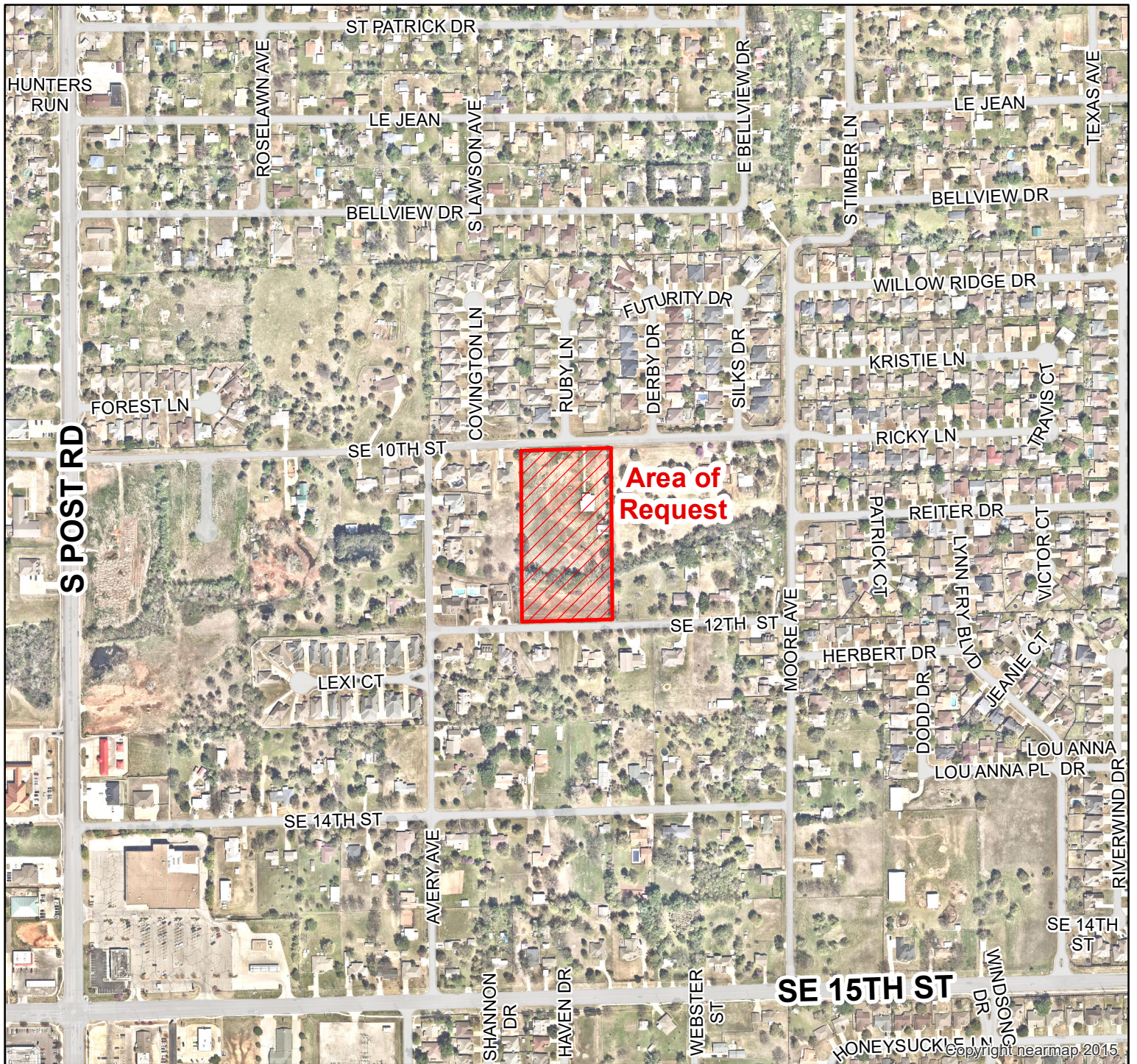
Respectfully submitted,



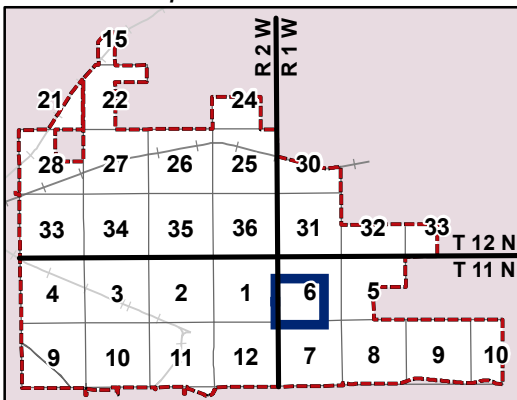
Timothy W. Johnson, P.E
JOHNSON & ASSOCIATES, INC.

TWJ/dh

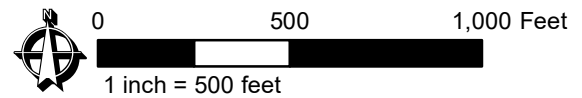
Project # 4001 000 /Cor



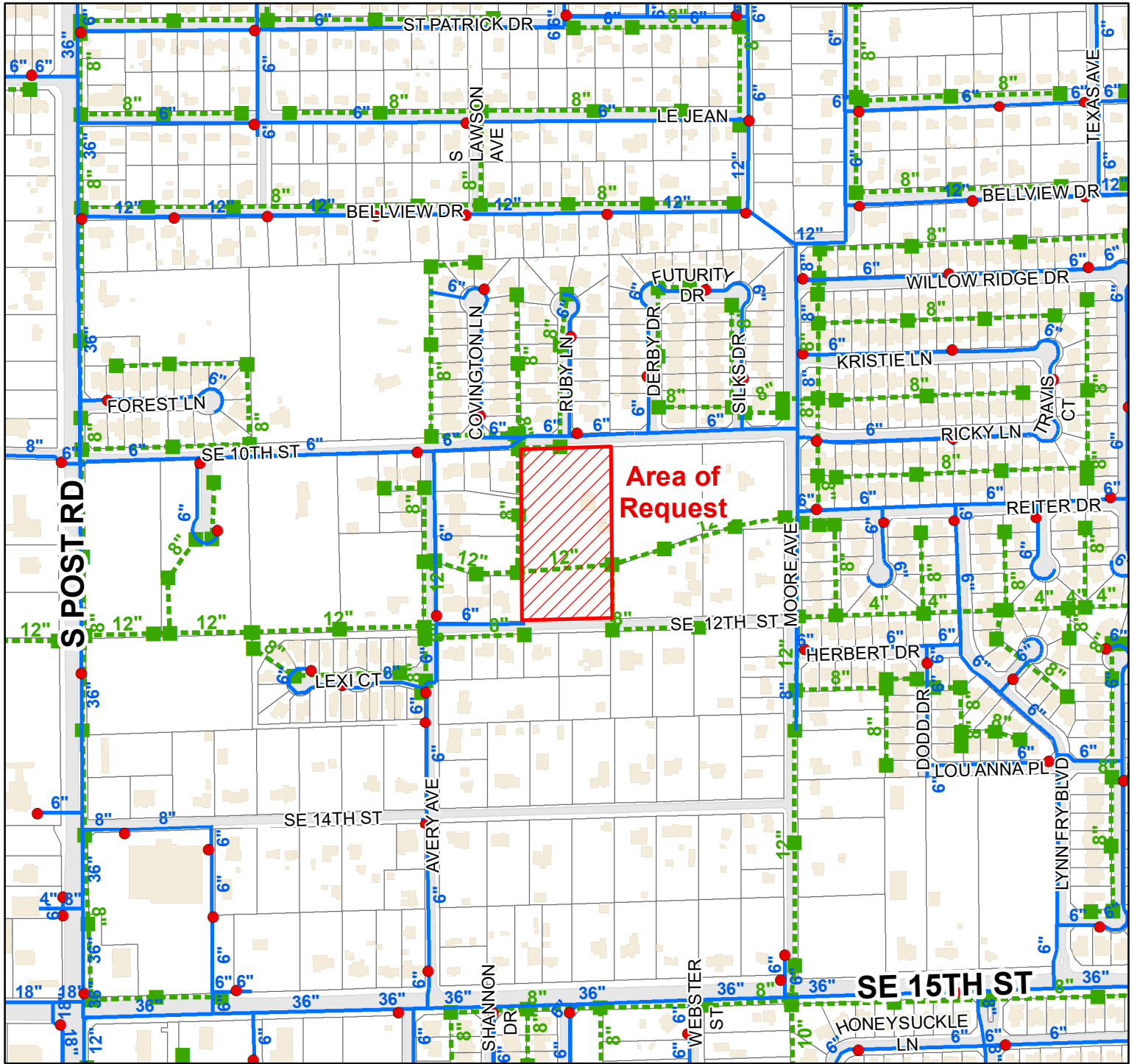
Locator Map



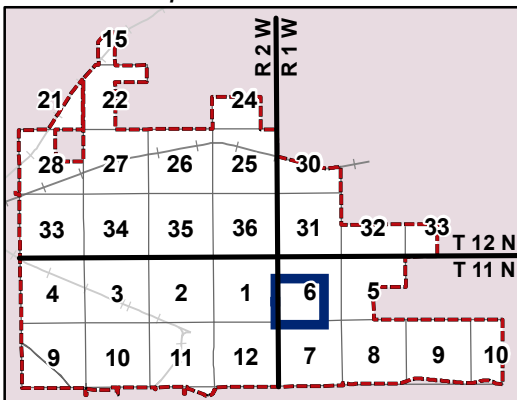
**2019 NEARMAP AERIAL VIEW FOR
PC-2032
(SW/4, Sec. 6, T11N, R1W)**



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Locator Map



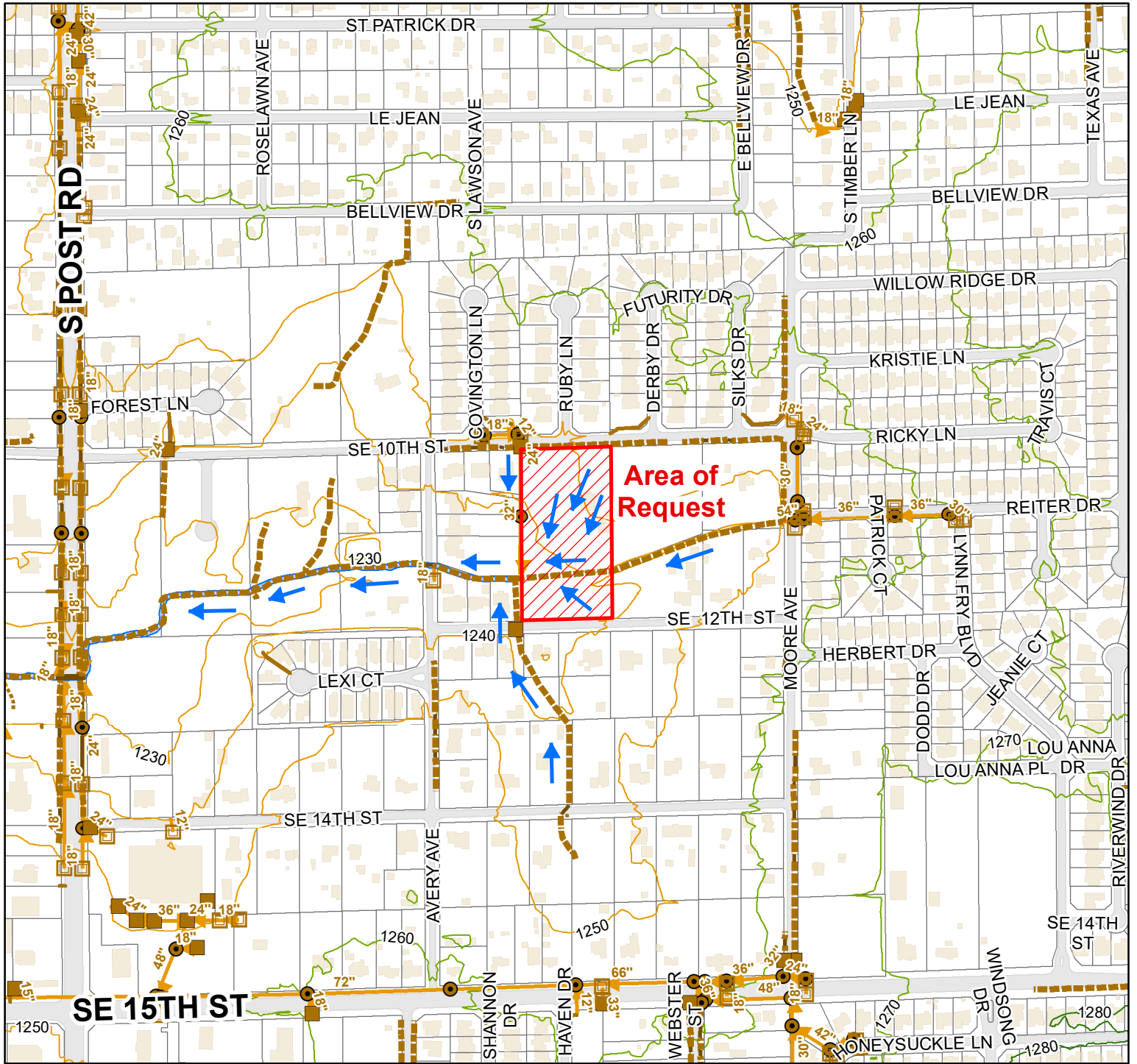
Water/Sewer Legend

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

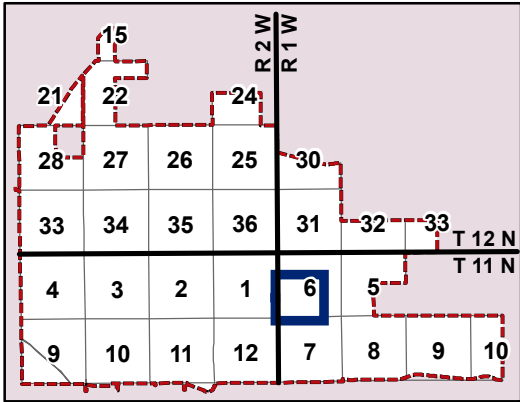
**WATER/SEWER LINE
LOCATION MAP FOR
PC-2032
(SW/4, Sec. 6, T11N, R1W)**



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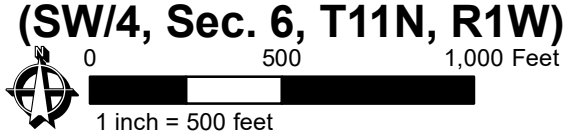
Locator Map



- 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-2032 (SW/4, Sec. 6, T11N, R1W)



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City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

Memorandum

To: Honorable Mayor and Council

From: Chief Brandon Clabes

Subject: Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 28, Offenses-Miscellaneous, Article V, Offenses Against Public Peace, Section 28-90.1, Disorderly Conduct; establishing an effective date; and providing for repealer and severability.

Date: November 26, 2019

This amendment recommendation has been reviewed by the ordinance committee.

Staff recommends approval.

A handwritten signature in black ink that reads "Brandon Clabes". The signature is written in a cursive, slightly slanted style.

Chief Brandon Clabes

Attachment: Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 28, OFFENSES-MISCELLANEOUS, ARTICLE V, OFFENSES AGAINST PUBLIC PEACE, SECTION 28-90.1, DISORDERLY CONDUCT; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

SECTION 1. The Midwest City Municipal Code, Chapter 28, Article V, Section 28-90.1 is hereby amended to read as follows:

Sec. 28-90.1. - Disorderly conduct.

(a) The following terms used in this section shall have the following definitions:

- (1) *Disturbance* shall mean any act committed in a public place intended or reasonably calculated to cause annoyance, disquiet, agitation or derangement to another, or interrupting the peaceful assembly in a public place of a group of persons, or interfering with a person in the pursuit of a lawful and appropriate occupation or contrary to the intended usages of a sort of meeting in a public place, or an act by a person committed against a group assembled in a public place for the purpose of interfering with its due progress and lawful right to assemble which is apparently intended to disrupt or irritate the assembly in whole or in part.
- (2) *Public place* shall mean any place to which the general public has access and a right to resort for business, entertainment or other lawful purpose, but does not necessarily mean a place devoted solely to the uses of the public. It shall also include the front or immediate area of any store, shop, restaurant, tavern or other place of business and also public grounds, public areas, parks or community recreational facilities.
- (3) *Riot* shall mean a public disturbance involving:
 - a. An act of violence by one or more persons part of an assemblage of three or more persons, which act or acts shall constitute a clear and present danger of, or shall result in, damage or injury to property of any other person or to the person of any other individual; or
 - b. A threat or threats of the commission of an act or acts of violence by one or more persons part of an assemblage of three or more persons having, individually or collectively, the ability of immediate execution of such threat or threats, where performance of the threatened act or acts of violence would constitute a clear and present danger of, or would result in, damage or injury to the property of any other person or to the person of any other individual.
- (4) *Incite a riot* shall mean to encourage, urge, instigate, promote or take part in the speaking or writing of words or conduct encouraging another to commit acts of force or violence against persons or property or to resist the lawful authority of law enforcement officers

under circumstance which produce a clear and present danger of injury to persons or property or a breach of the public peace. It shall not be construed to prohibit the presentation of oral or written expressions advocating ideas or beliefs which do not involve the advocacy of any act or acts of violence, nor promote the rightness of an act of violence by a person or persons to whom the presentation is directed at the time of such expression.

- (b) A person shall be guilty of disorderly conduct if, with the purpose of causing a public danger, alarm, disorder or nuisance, or if his conduct is likely to cause public danger, alarm, disorder or nuisance, he wilfully does any of the following acts in a public place:
- (1) Commits an act in a violent and tumultuous manner toward another whereby that other is placed in danger of his or her life, limb or health;
 - (2) Commits an act in a violent and tumultuous manner toward another whereby the property of any person is placed in danger of being destroyed or damaged;
 - (3) Causes or provokes any fight, brawl or riotous conduct so as to endanger the life, limb, health or property of another;
 - (4) Interferes with another's pursuit of a lawful occupation by acts of violence or threat of violence;
 - (5) Obstructs, either singly or together with other persons, the flow of vehicular or pedestrian traffic and refuses to clear such public way when ordered to do so by the city police or other lawful authority known to be such;
 - (6) Incites, attempts to incite or is involved in attempting to incite a riot;
 - (7) Damages, befouls or disturbs public property or the property of another so as to create a hazardous, unhealthy, unsanitary or physically offensive condition;
 - (8) Makes or causes to be made any boisterous and unreasonable noise or disturbance to the annoyance of other persons nearby, or near to any public highway, road, street, lane, alley, park, square or common, whereby public peace is broken or disturbed or the traveling public is annoyed or distracted;
 - (9) Fails to obey a lawful order to disperse by a police officer or city official when know to be such an official where one (1) or more persons are committing acts of disturbance or disorderly conduct in the immediate vicinity and the public health and safety is imminently threatened;
 - (10) Uses abusive or obscene language, makes an obscene gesture or wears an article of clothing bearing visible obscene language in a public place where children are known to gather; or
 - (11) Refuses to obey a lawful order or command by a city official having authority to issue such lawful order or command on city or public property to such person while upon city or public property.
 - (12) Using a drone (small unmanned aircraft system) without legal authority, by flying over roadways, people, chasing people, dropping objects or flying over any structure, field, yard or other type of land with the intent to video or watch someone.

- (c) This section shall not be construed to suppress the right to lawful assembly, picketing, public speaking, permitted protest or assembly or other lawful means of expressing public opinion not in contravention of other laws.
- (d) Any person violating this section shall be punished by a fine or imprisonment in accordance with section 1-15 of this Code, plus costs, or by both such fine and imprisonment.

SECTION 2. EFFECTIVE DATE. This ordinance shall be in force and effect on and after the ____ day of _____, 2019.

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this ____ day of _____, 20__.

HEATHER POOLE, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 28, OFFENSES-MISCELLANEOUS, ARTICLE V, OFFENSES AGAINST PUBLIC PEACE, SECTION 28-90.1, DISORDERLY CONDUCT; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

SECTION 1. The Midwest City Municipal Code, Chapter 28, Article V, Section 28-90.1 is hereby amended to read as follows:

Sec. 28-90.1. - Disorderly conduct.

(a) The following terms used in this section shall have the following definitions:

- (1) *Disturbance* shall mean any act committed in a public place intended or reasonably calculated to cause annoyance, disquiet, agitation or derangement to another, or interrupting the peaceful assembly in a public place of a group of persons, or interfering with a person in the pursuit of a lawful and appropriate occupation or contrary to the intended usages of a sort of meeting in a public place, or an act by a person committed against a group assembled in a public place for the purpose of interfering with its due progress and lawful right to assemble which is apparently intended to disrupt or irritate the assembly in whole or in part.
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 - a. An act of violence by one or more persons part of an assemblage of three or more persons, which act or acts shall constitute a clear and present danger of, or shall result in, damage or injury to property of any other person or to the person of any other individual; or
 - b. A threat or threats of the commission of an act or acts of violence by one or more persons part of an assemblage of three or more persons having, individually or collectively, the ability of immediate execution of such threat or threats, where performance of the threatened act or acts of violence would constitute a clear and present danger of, or would result in, damage or injury to the property of any other person or to the person of any other individual.
- (4) *Incite a riot* shall mean to encourage, urge, instigate, promote or take part in the speaking or writing of words or conduct encouraging another to commit acts of force or violence against persons or property or to resist the lawful authority of law enforcement officers

under circumstance which produce a clear and present danger of injury to persons or property or a breach of the public peace. It shall not be construed to prohibit the presentation of oral or written expressions advocating ideas or beliefs which do not involve the advocacy of any act or acts of violence, nor promote the rightness of an act of violence by a person or persons to whom the presentation is directed at the time of such expression.

- (b) A person shall be guilty of disorderly conduct if, with the purpose of causing a public danger, alarm, disorder or nuisance, or if his conduct is likely to cause public danger, alarm, disorder or nuisance, he wilfully does any of the following acts in a public place:
- (1) Commits an act in a violent and tumultuous manner toward another whereby that other is placed in danger of his or her life, limb or health;
 - (2) Commits an act in a violent and tumultuous manner toward another whereby the property of any person is placed in danger of being destroyed or damaged;
 - (3) Causes or provokes any fight, brawl or riotous conduct so as to endanger the life, limb, health or property of another;
 - (4) Interferes with another's pursuit of a lawful occupation by acts of violence or threat of violence;
 - (5) Obstructs, either singly or together with other persons, the flow of vehicular or pedestrian traffic and refuses to clear such public way when ordered to do so by the city police or other lawful authority known to be such;
 - (6) Incites, attempts to incite or is involved in attempting to incite a riot;
 - (7) Damages, befouls or disturbs public property or the property of another so as to create a hazardous, unhealthy, unsanitary or physically offensive condition;
 - (8) Makes or causes to be made any boisterous and unreasonable noise or disturbance to the annoyance of other persons nearby, or near to any public highway, road, street, lane, alley, park, square or common, whereby public peace is broken or disturbed or the traveling public is annoyed or distracted;
 - (9) Fails to obey a lawful order to disperse by a police officer or city official when know to be such an official where one (1) or more persons are committing acts of disturbance or disorderly conduct in the immediate vicinity and the public health and safety is imminently threatened;
 - (10) Uses abusive or obscene language, makes an obscene gesture or wears an article of clothing bearing visible obscene language in a public place where children are known to gather; or
 - (11) Refuses to obey a lawful order or command by a city official having authority to issue such lawful order or command on city or public property to such person while upon city or public property.
 - (12) Using a drone (small unmanned aircraft system) without legal authority, by flying over roadways, people, chasing people, dropping objects or flying over any structure, field, yard or other type of land with the intent to video or watch someone.

- (c) This section shall not be construed to suppress the right to lawful assembly, picketing, public speaking, permitted protest or assembly or other lawful means of expressing public opinion not in contravention of other laws.
- (d) Any person violating this section shall be punished by a fine or imprisonment in accordance with section 1-15 of this Code, plus costs, or by both such fine and imprisonment.

SECTION 2. EFFECTIVE DATE. This ordinance shall be in force and effect on and after the ____ day of _____, 2019.

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this ____ day of _____, 20__.

HEATHER POOLE, City Attorney



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

Memorandum

To: Honorable Mayor and Council

From: Chief Brandon Clabes

Subject: Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 28, Offenses-Miscellaneous, Article IV, Offenses Against Property, Section 28-54, Trespass ; establishing an effective date; and providing for repealer and severability.

Date: November 26, 2019

This amendment recommendation has been reviewed by the ordinance committee.

Staff recommends approval.

A handwritten signature in black ink that reads "Brandon Clabes".

Chief Brandon Clabes

Attachment: Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 28, OFFENSES-MISCELLANEOUS, ARTICLE IV, OFFENSES AGAINST PROPERTY, SECTION 28-54, TRESSPASS; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

SECTION 1. The Midwest City Municipal Code, Chapter 28, Article IV, Section 28-54 is hereby amended to read as follows:

Sec. 28-54. - Trespass.

- (a) No person shall trespass on public property or school property. As used in this subsection:
- (1) *Public property* shall mean that property which is dedicated to the public use and over which the federal, state or municipal governments or any political subdivision thereof exercises control and dominion.
 - (2) *Trespass* shall mean each and every actual entry upon the premises of an owner or other person in lawful possession or control of the premises or government in violation and contrary to the provisions of any official sign posted to regulate and govern such entry or use or contrary to a lawful command to leave the premises by a government official having authority to issue such lawful command.
 - (3) *Official sign* shall mean any permanently affixed notice posted by the federal, state or municipal government owning or maintaining any public property.
 - (4) *School property* shall mean any property or institution devoted primarily to the education of children from pre-school thorough the twelfth grade.
- (b) No person shall trespass on private property. As used in this subsection, "private property" shall mean any property other than public property.
- (c) *Trespass*, as further defined in subsections (a) and (b) above, shall also mean:
- (1) Each and every entry upon the private property of the owner or other person in lawful possession or control of the premises without the express consent of the owner or other person in lawful possession; this includes operation of a drone (small unmanned aircraft system) by flying by or over a private property structure with intent to video or view into structure, without legal authority to do so.
 - (2) Remaining on private property of an owner or other person in lawful possession or control of the premises after being told to leave the premises by the owner, agent, employee of the owner or other person having lawful possession or control of the premises;
 - (3) Remaining on private property at any time outside the posted hours of business operation after having been directed to vacate such premises by a police officer, except

for those persons, including employees, whose presence upon such premises is authorized by the owner or by a person in lawful possession of such premises, provided the hours of operation are clearly posted upon such premises;

- (4) Returning to private property before the posted time of opening for business operation on the next business day after having been directed to vacate such premises under the terms of this subsection;
 - (5) Remaining on premises, whether public or private, when such is posted forbidding said act at any time other than during the posted hours of business operation;
 - (6) Remaining on public property after having been given a lawful order or command to leave the premises by a governmental official having the authority to give such order or command in response to a public disturbance, act of vandalism, disorderly conduct, or other conduct which is disruptive to the public peace; or
 - (7) Returning to public property after having been directed to vacate such premises under subsection (6).
- (d) Any person violating any provision of this section shall be punished by a fine or imprisonment in accordance with section 1-15 of this Code, plus costs, or by both such fine and imprisonment.

SECTION 2. EFFECTIVE DATE. This ordinance shall be in force and effect on and after the ____ day of _____, 2019.

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this ____ day of _____, 20__.

HEATHER POOLE, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 28, OFFENSES-MISCELLANEOUS, ARTICLE IV, OFFENSES AGAINST PROPERTY, SECTION 28-54, TRESSPASS; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

SECTION 1. The Midwest City Municipal Code, Chapter 28, Article IV, Section 28-54 is hereby amended to read as follows:

Sec. 28-54. - Trespass.

- (a) No person shall trespass on public property or school property. As used in this subsection:
 - (1) *Public property* shall mean that property which is dedicated to the public use and over which the federal, state or municipal governments or any political subdivision thereof exercises control and dominion.
 - (2) *Trespass* shall mean each and every actual entry upon the premises of an owner or other person in lawful possession or control of the premises or government in violation and contrary to the provisions of any official sign posted to regulate and govern such entry or use or contrary to a lawful command to leave the premises by a government official having authority to issue such lawful command.
 - (3) *Official sign* shall mean any permanently affixed notice posted by the federal, state or municipal government owning or maintaining any public property.
 - (4) *School property* shall mean any property or institution devoted primarily to the education of children from pre-school thorough the twelfth grade.
- (b) No person shall trespass on private property. As used in this subsection, "private property" shall mean any property other than public property.
- (c) *Trespass*, as further defined in subsections (a) and (b) above, shall also mean:
 - (1) Each and every entry upon the private property of the owner or other person in lawful possession or control of the premises without the express consent of the owner or other person in lawful possession; this includes operation of a drone (small unmanned aircraft system) by flying by or over a private property structure with intent to video or view into structure, without legal authority to do so.
 - (2) Remaining on private property of an owner or other person in lawful possession or control of the premises after being told to leave the premises by the owner, agent, employee of the owner or other person having lawful possession or control of the premises;
 - (3) Remaining on private property at any time outside the posted hours of business operation after having been directed to vacate such premises by a police officer, except

for those persons, including employees, whose presence upon such premises is authorized by the owner or by a person in lawful possession of such premises, provided the hours of operation are clearly posted upon such premises;

- (4) Returning to private property before the posted time of opening for business operation on the next business day after having been directed to vacate such premises under the terms of this subsection;
 - (5) Remaining on premises, whether public or private, when such is posted forbidding said act at any time other than during the posted hours of business operation;
 - (6) Remaining on public property after having been given a lawful order or command to leave the premises by a governmental official having the authority to give such order or command in response to a public disturbance, act of vandalism, disorderly conduct, or other conduct which is disruptive to the public peace; or
 - (7) Returning to public property after having been directed to vacate such premises under subsection (6).
- (d) Any person violating any provision of this section shall be punished by a fine or imprisonment in accordance with section 1-15 of this Code, plus costs, or by both such fine and imprisonment.

SECTION 2. EFFECTIVE DATE. This ordinance shall be in force and effect on and after the ____ day of _____, 2019.

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this ____ day of _____, 20__.

HEATHER POOLE, City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: November 26, 2019

SUBJECT : Discussion and consideration of an ordinance amending Chapter 32, Peddlers and Solicitors, of the Midwest City Code, by amending Article III, Peddlers and Solicitors, Section 32-60 Food Trucks, License Required and providing for repealer and severability; and declaring an emergency.

This ordinance amendment creates duration regulations for food trucks and also requires that proof of liability insurance be submitted as part of the licensing process.

Regarding the duration regulations, this proposed ordinance will allow a food truck to park and operate at one physical address for no more than 12 hours. After 12 hours, the food truck must be moved from that address for no less than 12 hours before returning.

Also included in this amendment is a requirement that proof of liability insurance be submitted as part of the licensing process. This will ensure that food trucks operating in Midwest City have proper liability insurance while moving throughout our community.

An emergency is requested as there are several licensed food trucks that have been stationary in parking lots for extended periods of time.

Staff recommends approval.

Billy Harless, AICP
Community Development Director
KG

AN ORDINANCE AMENDING CHAPTER 32, PEDDLERS AND SOLICITORS, OF THE MIDWEST CITY CODE, BY AMENDING ARTICLE III, PEDDLERS AND SOLICITORS, SECTION 32-60 FOOD TRUCKS, LICENSE REQUIRED; PROVIDING FOR REPEALER AND SEVERABILITY AND DECLARING AN EMERGENCY.

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

EMERGENCY ORDINANCE

SECTION 1. That Chapter 32, Peddlers and Solicitors, Article III, of the Midwest City Code, is hereby amended by amending Section 32-60 Food trucks, license required as follows:

Sec. 32-60. - Food trucks, license required.

(a) *License required to operate a food truck.* It shall be unlawful and an offense for any person, firm or organization to operate a food truck without a license to do so issued by the city.

(1) *Application for license.* Each applicant for a license to operate a food truck shall file with the city clerk a sworn application in writing on a form to be furnished by the clerk, which shall include the following information and such other information as the clerk shall deem pertinent:

- a. Name and brief description of applicant;
- b. Address, both personal and business;
- c. Nature of business, kinds of foodstuffs to be sold;
- d. Low-point beer or alcoholic beverages to be sold;
- e. If employed by another, the name and address of applicant's employer together with credentials showing the exact relationship;
- f. Description and license number or other identification of any vehicle to be used;
- g. Food manager's certification from a source approved by the city-county health department; and
- h. A criminal history by name search from the Oklahoma State Bureau of Investigation.

This information must be kept current throughout the duration of the license. If any of the information included on the application for the license changes, including the applicant or any of his employees being convicted of a crime, the applicant must provide that information to the city clerk. Failure to do so shall be a violation of this section and shall constitute grounds for revocation of the license.

(2) *Health regulations.* All food truck operators shall comply with all city-county health regulations and other recognized health practices. The application of any person desiring a license to operate a food truck must include a copy of the applicant's food manager's certificate obtained in compliance with the city-county health laws. The city reserves the right to revoke any license issued under this section for noncompliance with such health regulations immediately and without notice.

(3) *City health license fee.* A fee of fifty dollars (\$50.00) for an annual city health license to operate in the city limits shall be paid at the time the license is issued and shall not be prorated. City health licenses shall be effective for the period September 1 through August 31 each year.

(4) *Food truck license fee.* In addition to the city health license fee, a fee of one hundred dollars (\$100.00) for an annual food truck license to operate in the city limits shall be paid at the time the license is issued. Food truck licenses shall be effective for the period of January 1 through December 31. Fee may be paid at a quarterly prorated rate and shall be effective for the quarterly period only, as follows:

- a. Twenty-five dollar (\$25.00) fee for period of January 1 to March 31.
- b. Twenty-five dollar (\$25.00) fee for period of April 1 to June 30.

- c. Twenty-five dollar (\$25.00) fee for period of July 1 to September 30.
 - d. Twenty-five dollar (\$25.00) fee for period of October 1 to December 31.
- (b) *Signs.* Any signage pertaining to or advertising a food truck and/or its menu shall be limited to and attached to the food truck.
- (c) *Violations.* Every date a food truck operates in violation of this section shall constitute a separate offense. Penalties shall be as provided in section 1-8 of this Code.
- (d) *License revocation.* Any license issued under this section may be revoked or any application for issuance of a license may be refused if the application submitted by the applicant contains any false, fraudulent or misleading statement. The city reserves the right to immediately and without notice revoke any license for noncompliance.
- (e) *Other permits.* Should this section or any applicable statute or regulation require any other permit(s) in order to operate a food truck, such additional permits must be obtained prior to a food truck operating.
- (f) *Duration Regulations.* A food truck must be readily movable and may not remain at one physical address for a period to exceed 12 hours at one time. A food truck must vacate a physical address after operating for up to 12 hours and may not return to the same location for minimum of 12 hours.
- (g) *Insurance Required.* No license shall be issued until the owner or operator has filed with the city clerk proof that a policy of insurance has been issued to the applicant by an insurance company authorized to do business in the state, providing liability insurance coverage for each and every vehicle to be operated by the applicant, with a liability coverage of not less than one hundred thousand dollars (\$100,000.00) for the injury or death of any one person, three hundred thousand dollars (\$300,000.00) for the injury or death of any number of persons in one accident, and with coverage of at least fifty thousand dollars (\$50,000.00) for property damage in any one accident. The insurance coverage shall be effective whether the vehicle was, at the time of the accident, being driven by the owner, his agent, employee, lessee or licensee. The policy also shall provide that it cannot be canceled until ten (10) days' notice of such cancellation shall have been filed with the city clerk. If the policy is canceled and the applicant fails to provide, within ten (10) days, another policy of insurance complying with the provisions hereof, the license issued for the operation of the vehicle or vehicles covered thereby shall automatically become void and of no effect. The policy of insurance herein required shall provide that the solvency or bankruptcy of the insured or principal shall not release the insurance or the makers or insurers thereof of any payment due under the policy or guaranteed by the policy. No renewal of the policy of insurance shall be required by reason of the substitution of one vehicle for another in service; provided such substitution does not invalidate the policy of insurance; and provided further that a statement in writing is filed with the city clerk giving the name, serial number, engine number and body type of the vehicle being placed in service, and also of the vehicle being retired. The policy of insurance shall be for a period of not less than one year, and a new policy shall be furnished at the expiration of any existing policy if the operation of the vehicle covered thereby is to be continued. If for any reason the policy of insurance shall terminate, lapse or become void or ineffective, the license on such vehicle insured thereunder shall automatically become void and of no effect unless a new policy is provided or the existing policy is reinstated in full within ten (10) days from the date the policy lapses, terminates or becomes ineffective.

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

SECTION 3. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2019.

HEATHER POOLE, City Attorney

SECTION 4. EMERGENCY. The City Council declares this ordinance to be an emergency, it being immediately necessary for the preservation of the peace, health and safety of the City of Midwest City and the inhabitants thereof that the provisions of this ordinance be put into full force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall take effect and be in full force after its passage as provided by law.

EMERGENCY CLAUSE PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma this _____ day of _____ 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2019.

HEATHER POOLE, City Attorney

AN ORDINANCE AMENDING CHAPTER 32, PEDDLERS AND SOLICITORS, OF THE MIDWEST CITY CODE, BY AMENDING ARTICLE III, PEDDLERS AND SOLICITORS, SECTION 32-60 FOOD TRUCKS, LICENSE REQUIRED; PROVIDING FOR REPEALER AND SEVERABILITY AND DECLARING AN EMERGENCY.

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

EMERGENCY ORDINANCE

SECTION 1. That Chapter 32, Peddlers and Solicitors, Article III, of the Midwest City Code, is hereby amended by amending Section 32-60 Food trucks, license required as follows:

Sec. 32-60. - Food trucks, license required.

(a) *License required to operate a food truck.* It shall be unlawful and an offense for any person, firm or organization to operate a food truck without a license to do so issued by the city.

(1) *Application for license.* Each applicant for a license to operate a food truck shall file with the city clerk a sworn application in writing on a form to be furnished by the clerk, which shall include the following information and such other information as the clerk shall deem pertinent:

- a. Name and brief description of applicant;
- b. Address, both personal and business;
- c. Nature of business, kinds of foodstuffs to be sold;
- d. Low-point beer or alcoholic beverages to be sold;
- e. If employed by another, the name and address of applicant's employer together with credentials showing the exact relationship;
- f. Description and license number or other identification of any vehicle to be used;
- g. Food manager's certification from a source approved by the city-county health department; and
- h. A criminal history by name search from the Oklahoma State Bureau of Investigation.

This information must be kept current throughout the duration of the license. If any of the information included on the application for the license changes, including the applicant or any of his employees being convicted of a crime, the applicant must provide that information to the city clerk. Failure to do so shall be a violation of this section and shall constitute grounds for revocation of the license.

(2) *Health regulations.* All food truck operators shall comply with all city-county health regulations and other recognized health practices. The application of any person desiring a license to operate a food truck must include a copy of the applicant's food manager's certificate obtained in compliance with the city-county health laws. The city reserves the right to revoke any license issued under this section for noncompliance with such health regulations immediately and without notice.

(3) *City health license fee.* A fee of fifty dollars (\$50.00) for an annual city health license to operate in the city limits shall be paid at the time the license is issued and shall not be prorated. City health licenses shall be effective for the period September 1 through August 31 each year.

(4) *Food truck license fee.* In addition to the city health license fee, a fee of one hundred dollars (\$100.00) for an annual food truck license to operate in the city limits shall be paid at the time the license is issued. Food truck licenses shall be effective for the period of January 1 through December 31. Fee may be paid at a quarterly prorated rate and shall be effective for the quarterly period only, as follows:

- a. Twenty-five dollar (\$25.00) fee for period of January 1 to March 31.
- b. Twenty-five dollar (\$25.00) fee for period of April 1 to June 30.

- c. Twenty-five dollar (\$25.00) fee for period of July 1 to September 30.
 - d. Twenty-five dollar (\$25.00) fee for period of October 1 to December 31.
- (b) *Signs.* Any signage pertaining to or advertising a food truck and/or its menu shall be limited to and attached to the food truck.
- (c) *Violations.* Every date a food truck operates in violation of this section shall constitute a separate offense. Penalties shall be as provided in section 1-8 of this Code.
- (d) *License revocation.* Any license issued under this section may be revoked or any application for issuance of a license may be refused if the application submitted by the applicant contains any false, fraudulent or misleading statement. The city reserves the right to immediately and without notice revoke any license for noncompliance.
- (e) *Other permits.* Should this section or any applicable statute or regulation require any other permit(s) in order to operate a food truck, such additional permits must be obtained prior to a food truck operating.
- (f) *Duration Regulations.* A food truck must be readily movable and may not remain at one physical address for a period to exceed 12 hours at one time. A food truck must vacate a physical address after operating for up to 12 hours and may not return to the same location for minimum of 12 hours.
- (g) *Insurance Required.* No license shall be issued until the owner or operator has filed with the city clerk proof that a policy of insurance has been issued to the applicant by an insurance company authorized to do business in the state, providing liability insurance coverage for each and every vehicle to be operated by the applicant, with a liability coverage of not less than one hundred thousand dollars (\$100,000.00) for the injury or death of any one person, three hundred thousand dollars (\$300,000.00) for the injury or death of any number of persons in one accident, and with coverage of at least fifty thousand dollars (\$50,000.00) for property damage in any one accident. The insurance coverage shall be effective whether the vehicle was, at the time of the accident, being driven by the owner, his agent, employee, lessee or licensee. The policy also shall provide that it cannot be canceled until ten (10) days' notice of such cancellation shall have been filed with the city clerk. If the policy is canceled and the applicant fails to provide, within ten (10) days, another policy of insurance complying with the provisions hereof, the license issued for the operation of the vehicle or vehicles covered thereby shall automatically become void and of no effect. The policy of insurance herein required shall provide that the solvency or bankruptcy of the insured or principal shall not release the insurance or the makers or insurers thereof of any payment due under the policy or guaranteed by the policy. No renewal of the policy of insurance shall be required by reason of the substitution of one vehicle for another in service; provided such substitution does not invalidate the policy of insurance; and provided further that a statement in writing is filed with the city clerk giving the name, serial number, engine number and body type of the vehicle being placed in service, and also of the vehicle being retired. The policy of insurance shall be for a period of not less than one year, and a new policy shall be furnished at the expiration of any existing policy if the operation of the vehicle covered thereby is to be continued. If for any reason the policy of insurance shall terminate, lapse or become void or ineffective, the license on such vehicle insured thereunder shall automatically become void and of no effect unless a new policy is provided or the existing policy is reinstated in full within ten (10) days from the date the policy lapses, terminates or becomes ineffective.

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

SECTION 3. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2019.

HEATHER POOLE, City Attorney

SECTION 4. EMERGENCY. The City Council declares this ordinance to be an emergency, it being immediately necessary for the preservation of the peace, health and safety of the City of Midwest City and the inhabitants thereof that the provisions of this ordinance be put into full force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall take effect and be in full force after its passage as provided by law.

EMERGENCY CLAUSE PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma this _____ day of _____ 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2019.

HEATHER POOLE, City Attorney



City Manager
100 N. Midwest Blvd.
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: November 26, 2019

SUBJECT: Discussion and consideration of approving the five-year Council Plans and Priorities to be distributed to the public.

As you know on Saturday, August 24, 2019, the City Council, City Manager, and Assistant City Manager met for a planning retreat. Following Mayor Dukes' Strengths, Weaknesses, Opportunities, and Threats (SWOT) exercise with the Council, a five-year action plan was created.

Then, City Management along with Communications and Marketing Director, Claudia Koos, created a visual representation of the Plans and Priorities, as attached, which upon your approval, will be disseminated to the Midwest City employees and public as a way to share the vision and goals of the Council.

It is with great pride that we present these Plans and Priorities and Staff recommends approval.

Tim Lyon, City Manager

MIDWEST CITY CITY COUNCIL

The City Council is the governing body of the City. The Mayor and Council members are elected officials, with each Council member representing one of six wards throughout the City. The Mayor is the seventh member of the Council and acts as an ex-officio council member at large.

The City Council meets at 6 p.m. on the 2nd and 4th Tuesday of every month, except in July when there is only one meeting on the 4th Tuesday and December when there is only one meeting on the 2nd Tuesday.

The Council Chamber is located in City Hall at 100 N. Midwest Blvd.

"A VISION IS NOT JUST A PICTURE OF WHAT COULD BE; IT IS AN APPEAL TO OUR BETTER SELVES, A CALL TO BECOME SOMETHING MORE."

~ ROSABETH MOSS KANTER



100 N. Midwest Blvd
Midwest City, OK 73110
405.739.1204 ph
MidwestCityOK.org



MIDWEST CITY CITY COUNCIL

5 Year Plans & Priorities

VISION:
Defined
Community
Direction



Laying Out the Road Map

“NO ONE WAS EVER LOST ON A STRAIGHT ROAD.”

On August 24, 2019 a City Council planning retreat was conducted at the Midwest City Reed Center. Those present were Ward 1 Councilmember Susan Eads, Ward 2 Councilmember Pat Byrne, Ward 3 Councilmember Espaniola Brown, Ward 6 Councilmember Jeff Moore, and Mayor Matt Dukes. City staff in attendance included City Manager Tim Lyon and Assistant City Manager Vaughn Sullivan.

Mr. Lyon briefed council members on business related to the City organization. Mayor Dukes then conducted a Strengths, Weaknesses, Opportunities, and Threats (SWOT) exercise with the council.

The Action Plan below was developed from the results of the SWOT analysis.



COMMUNITY

“We win as a community.
We lose as a community.
We succeed as a community.
We fail as a community.”



ECONOMIC DEVELOPMENT

“Mom & pop stores are not about something small; they are about something big. Ninety percent of all U.S. businesses are family owned or controlled. They are important not only for the food, drink, clothing, and tools they sell us, but also for providing us with intellectual stimulation, social interaction, and connection to our communities.”
~ Robert Spector



CUSTOMER SERVICE

“Customer service shouldn’t just be a department, it should be the entire company.”
~ Tony Hsieh

COMMUNITY-BASED GOVERNMENT

- VALUE-BASED DECISIONS
- COMMUNITY INVOLVEMENT
- OPENNESS OF GOVERNMENT
- DEFINED COMMUNITY DIRECTION
- DEFINED MUNICIPAL GOALS

Categories of the Action Plan

“ALL YOU NEED IS THE PLAN, THE ROAD MAP, AND THE COURAGE TO PRESS ON TO YOUR DESTINATION.” ~ EARL NIGHTINGALE

REVENUE

- Promote a Healthy and Sustainable Economy
- Fairly Balance Fees & Fines
- Strengthen and Fully Utilize Our Bonding Capability
- Identify New Revenue Sources/Grant Opportunities

COMMUNITY AND ECONOMIC DEVELOPMENT

- Business Retention
- Improve Housing Conditions and Neighborhood Redevelopment
- Attract New Business/Develop Soldier Creek Industrial Park
- Revitalization of Areas of High Vacancies
- Realignment of School Boundaries

COMMUNICATION/CUSTOMER SERVICE

- Provide Open and Transparent Access to Information
- Insure Adequate Staffing
- Encourage Creativity
- Increase Recognition
- Communication with Council on Specialized Areas
- Streamline City Permitting
- Focus on Community Outreach
- Encourage Interdepartmental Collaboration
- Fully Utilize Social Media

COMMUNICATION/CUSTOMER SERVICE (Continued)

- Provide Continuing Education on Meeting Protocol and Relevant Requirements
- Explore the Possibility of Expanding the City Hall Campus to make it easier for our Citizen Customers to do Business with Us



- Improve Citizen Satisfaction with Government Services Throughout all Levels of the Organization

COMMUNITY/INFRASTRUCTURE

- Continue to Develop City-Wide Trail System
- Identify, Fund and Repair Drainage Infrastructure
- Focus on Sidewalk and Curb Maintenance on Arterials
- Identify Low-maintenance Landscaping (Medians, etc.)
- Identify Potential Funding for Bike Lanes
- City Tree Height and Width Compliance
- Funding/Planning for Residential Sidewalks, Trails and Lighting
- Further Develop Parks and Expand Festivals and Events
- Facilitate Utility Services/Code Compliance
- Signage — Modernization and Compliance
- Develop a Comprehensive Capital Improvement Program





MEMORANDUM

TO: Honorable Mayor and Council

FROM: Bert Norton, Fire Chief

DATE: November 26, 2019

RE: Discussion and consideration of awarding a bid and entering into a contract to purchase one (1) new E-One Fire Ladder Truck with Chief Fire and Safety Co. Inc. for a total price of \$1,148,000.00.

Utilizing the Oklahoma State Bid Contract system this purchase will follow the guidelines set forth and within those parameters. The Apparatus Oversight Committee determined Chief Fire and Safety as the best source off the state contract list and determined that provider's listings met the specifications desired.

Item for consideration is a 95' E-One Fire Ladder Truck for a total price of \$1,148,000.00.

The funds for this purchase are budgeted from the 2018 General Obligation Bond and existing capital outlay funding reserved for this purpose.

Staff recommends approval.

A handwritten signature in black ink that reads "Bert Norton".

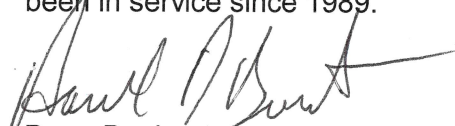
Bert Norton
Fire Chief

TO: Bert Norton, Fire Chief
FROM: Doug Beabout, Apparatus Committee Director
DATE: November 14, 2019
RE: Apparatus Purchase Recommendation

Chief,

The purpose of this memo is to relay to you the Apparatus Committees recommendation to purchase the EOne HP 95 Platform Truck currently in the production cue at EOne with the SO#-142234 under state contract from Chief Fire and Safety.

After several months of discussion and evaluation of different models and manufacturers the committee feels that the EOne HP 95 Platform meets the needs of our department and provides the most stable and reliable aerial platform. The HP 95 Platform has been in production for 30 years. As a testament to the HP 95s serviceability OKCFD has 2 of these apparatuses that have been in service since 1989.



Doug Beabout

Apparatus Committee Director



Statewide Contract Addendum

This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: SW 0240

PeopleSoft Contract ID: Various

Contract Title: Fire Trucks and Fire Apparatus

Contract Issuance Date: 12/08/2016

Contract Supplier: See Below

Addendum # 2

Addendum Date: 9/20/2019

OMES Point of Contact:

Contracting Officer: Lisa Bradley

Phone Number: 405-522-4480

E-mail address: Lisa.Bradley@omes.ok.gov

Addendum Information: This contract has been renewed for a 24 month period, revising the contract period to: 09/01/2019 through 08/31/2021

<p>Deep South Fire Trucks, Inc. Contact: Richard Ellis 601-722-4166 dsfiretrucks@bellsouth.net www.deepsouthfiretrucks.com</p>	<p>E One, Inc. Contact: Fred Cureton 205-680-4468 fcureton@eone.com www.e-one.com</p>	<p>Ferrara Fire Apparatus Contact: Eric Adams 800-443-9006 erica@ferrafire.com www.ferrafire.com</p>
<p>HME, Inc. Contact: Bill Doeblner 616-261-3634 bdoebler@hmetruck.com www.firetrucks.com/contract</p>	<p>Kovach Mobile Equipment Corp. Contact: Ryan Slane 570-669-5591 rlane@kmefire.com www.kmefire.com</p>	<p>Pierce Manufacturing, Inc. Contact: Kristina Spang 920-832-3000 kspang@piercemfg.com www.piercemfg.com</p>
<p>Rosenbauer South Dakota, LLC Contact: Donley Fredrickson 605-339-5310 dfredrickson@rosenbaueramerica.com www.rosenbaueramerica.com</p>		

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 022818-EOI

Proposer's full legal name: E-One, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be April 16, 2018 and will expire on April 16, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on April 16, 2018

NJPA Contract # 022818-EOI

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name E-ONE, INC.

Authorized Signatory's Title VICE-PRESIDENT



VENDOR AUTHORIZED SIGNATURE

JAY JOHNSON

(NAME PRINTED OR TYPED)

Executed on April 10, 20 18

NJPA Contract # 022818-EOI


Chief
FIRE & SAFETY CO., INC.
"Complete Line of Fire and Safety Equipment"
1-800-654-4060 or 1-800-522-4206

City of Midwest City
Midwest City Fire Department
8201 E. Reno
Midwest City, OK 73110

November, 11th, 2019

To Craig Davis:

Chief Fire & Safety would like to take this opportunity to thank the Midwest City Fire Department and City of Midwest City for this opportunity and consideration of an E-One HP95 Aerial Platform to be purchased off of **State of Oklahoma Contact #SW240**.

As currently configured the apparatus pricing is based off of State of Oklahoma SW240 contract pricing and will run:

HP95 Aerial Platform: \$1,007,000.00

Equipment Package: \$91,000.00 – Equipment package is based off requirements for the Pumper currently in production.

Total Contract Price: \$1,098,000.00

Total Contract Price with Option #1: \$1,148,000.00

This apparatus is due to be completed in July 2020. Pricing on this unit is subject to a price increase of 2.5% after December 1st, 2019.

OPTION #1:

A contingency fund of \$50,000 shall be available to purchase any additional item(s) needed for the safe and proper operation of this apparatus.

The use of any contingency funds will require a proper change order and approval from the Midwest City Fire Department administration before proceeding.

Chief Fire and Safety will offer a courtesy discount of 10% over cost for all items purchased with contingency funds for the completion of this apparatus project.

All unused contingency funds will remain in the same account, or will be returned to the same account from which they came.

We sincerely look forward to working with you in the very near future. In the meantime if you have any question please do not hesitate to give us a call.

Thank You,
We Appreciate Your Business



Mike Heilman
President
Chief Fire & Safety Co.
FAX: 405-224-2081 OR 405-224-2653
E-MAIL: mheilman@chief-fire-safety.com



FIRE & SAFETY CO., INC.

"Complete Line of Fire and Safety Equipment"

1-800-654-4060 or 1-800-522-4206

City of Midwest City
Midwest City Fire Department
8201 E. Reno
Midwest City, OK 73110

November, 20th, 2019

Subject: Clarification

To Craig Davis:

The price increase of the apparatus is scheduled to go into effect on December 1st, 2019.

To clarify this statement: if the apparatus is purchased before December 1st, 2019 the 2.5% price increase will not take effect.

We sincerely look forward to working with you in the very near future. In the meantime if you have any question please do not hesitate to give us a call.

Thank You,
We Appreciate Your Business

A handwritten signature in black ink, appearing to read 'Mike Heilman', is written over a faint yellow background.

Mike Heilman
President
Chief Fire & Safety Co.
FAX: 405-224-2081 OR 405-224-2653
E-MAIL: mheilman@chief-fire-safety.com



Fire Apparatus Order Detail:

Quotation Number: 78405 Shop Order Number: 142324 Order Date: 4/23/18

Customer Number: 900898

Dealer Number: 900098

Model No: AERM-CYC2-092P

E-ONE, INC

E-ONE, INC
1601 SW 37TH AVENUE
OCALA, FL 34474

Salesperson: ***

1601 SW 37TH AVENUE
OCALA, FL 34474

Sales Admin: MILLER, CARRI A

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0001	Hosebed hoseload allowance on the apparatus shall be 1000 lbs.	1	
3090-0003	OAH RESTRICTION. The unit has an overall height restriction and the height is not to be exceeded (unloaded condition). 11ft. 11in.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3340-1137-12C	Equipment allowance on the apparatus shall be 2500 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
AXLE OPTIONS			
1025-0002	Dana 22I 22,800 lb. front axle.	1	
1025-0023	Meritor RT-50-160 rear tandem axle 54,000 lb. capacity.	1	
1025-0028	Koni shock absorbers for front axle - adjustable.	1	
WHEEL OPTIONS			
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.	1	
1050-0009	Rear axle (tandem) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center caps with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1	
1050-0044	Accuride aluminum wheels for front axle (2).	1	
1050-0046	Accuride aluminum wheels for rear axles (8).	1	
TIRE OPTIONS			
1060-0022	Eight Michelin 12R rear tires with XDN2 all weather tread.	1	
1060-0046	Two Michelin 425 tires model XFE for front axle.	1	

Salescode	Extended Description	Qty	
<u>TIRE OPTIONS</u>			
1060-0119	RWC AirGuard LED tire pressure monitoring valve stem caps (10) for tandem rear axle applications.	1	
<u>SUSPENSIONS</u>			
1070-0002	Rear suspension springs rated equal to the capacity of the axles.	1	
<u>BRAKE SYSTEMS</u>			
1100-0006	Parking brake release mounted on the driver's side lower dash.	1	
1100-0008	Brake system air 6X4/6X6.	1	
1100-0014	ArvinMeritor 16-1/2" x 7" S-cam brakes with cast brake drums for a tandem rear axle.	1	
1100-0026	G4 Electronic Stability Control (6x4), Includes RSC and ATC. Not available on 6x6 or commercial chassis.	1	
1100-0031	Dana ADB22X 17" disc brakes for front axle.	1	
<u>AIR SYSTEM OPTIONS</u>			
1110-0000-001	Inlet for air system. Location: driver door jamb.	1	
1110-0002	Air dryer Bendix AD-9.	1	
1110-0006	Air lines nylon.	1	
1110-0026	Air horns recessed in bumper (PR).	1	
<u>SECONDARY BRAKING</u>			
1125-0002	Jacobs engine compression brake.	1	
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1	
<u>BUMPER TRAYS</u>			
1150-0055	Hinged diamond plate lid for center bumper tray. Includes: seal, 1/4 turn latch and gas shock hold open device.	1	
1150-0120	Bumper tray center of bumper with slats 12 inches deep (approx 11 inches to slats).	1	
<u>BUMPERS</u>			
1160-0000	Bumper 10" stainless steel.	1	
1160-0008	3/16" Front Bumper Gravel Shield.	1	
1160-0014	20" Front Bumper Gravel Shield Extension.	1	
<u>ENGINES & TRANSMISSIONS</u>			
1200-0017	Push-button transmission shift selector.	1	
1200-0021	TransSynd synthetic transmission fluid for EVS 4000.	1	

Salescode	Extended Description	Qty	
ENGINES & TRANSMISSIONS			
1200-0096	Electronic speed limiting set at 60 MPH.	1	
1200-0317	Eng/Trans Cummins ISX12 500HP with EVS4000 transmission. 2016 EPA Compliant.	1	
FRAME ASSEMBLY			
1250-0005	Frame - Torque box for tandem axle RM aerial.	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
FUEL SYSTEMS			
1350-0004	Fuel system 50 gallon saddle tanks.	1	
1350-0011	Fuel pump electric w/re-prime.	1	
1350-0012-670	Fuel shut-off valve. Location: one (1) inlet side of OEM fuel filter.	1	
1350-0022	Fuel line hose rubber.	1	
BATTERIES			
1400-0002	Battery four group 31 1000 CCA.	1	
SEATS			
1510-0203-147	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: officer's seat.	1	
1510-0203-148	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: rear facing driver's side.	1	
1510-0203-215	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: rear facing officer's side.	1	
1510-0279-146	ReadyReach seat belt extender. Location: driver's seat.	1	
1510-0279-147	ReadyReach seat belt extender. Location: officer's seat.	1	
1510-0279-148	ReadyReach seat belt extender. Location: rear facing driver's side.	1	
1510-0279-215	ReadyReach seat belt extender. Location: rear facing officer's side.	1	
1510-0301	Seats, Valor brand.	1	
1510-0302	Seat cover material Valor Tech XD (previously identified as Cordura).	1	
1510-0303	Seat color black with red stitching.	1	
1510-0328	Driver seat USSC Valor P1A air ride.	1	
1510-0329	Officer seat USSC Valor fixed SCBA.	1	
1510-0330	Rear facing USSC Valor SCBA seat driver's side.	1	
1510-0331	Rear facing USSC Valor SCBA seat officer's side.	1	
1685-0031	Seating capacity tag of four occupants.	1	

Salescode	Extended Description	Qty	
HVAC			
1515-0018	Air conditioning for the Typhoon X, CII X and Quest with roof top mounted condenser.	1	
1515-0053	Controls for heating and air conditioning shall be located in the center dash area. (Lower area on Typhoon and CII with severe duty dash)	1	
1685-0057	Heaters cab rear with covers (PR), and front heater with heat to the feet for the driver and officer.	1	
CAB MODEL			
1520-0008	Cyclone II X medium cab with 58" CA	1	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	
1550-0011	Rear crew cab door windows. Includes manual roll-down actuation. Not available on Typhoon or CII with paddle style door latching.	1	
1550-0017	Cab door panels stainless steel.	1	
1550-0025	All cab doors shall have "L" style exterior latches.	1	
1550-0027	Front cab door windows to have manual actuation.	1	
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1	
1550-0084	All cab exterior access doors to have 1250 keyed locks.	1	
1550-0177-000-J7	Red/Fluorescent Yellow Green Reflexite V98 striping positioned in the "A" formation located on the cab door panels.	1	
1550-0186-659	(4) TecNiq T440 4" LED cab step area lighting. Locate each light on each cab door in the inboard position. Lights to be switched with door ajar.	1	
1550-0251	Driver and officer cab door windows - full glass style. For use with Typhoon and Cyclone cabs. Requires "L" handles and aluminum or S/S door panels.	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB ROOF TYPE			
1615-0004	Cab roof to be "flat" with trough for waterway. Required with HM100 (with waterway), HP100 (all), CR100/92 Pltfrm (SdStckr and W/O/P) or HP/HPS100 Pltfrm (all).	1	
MIRRORS			
1670-0001-274	Ramco 6001FFR mirrors. Remote controlled with top CAS750 convex. Location: mounted on front corners of cab.	1	
1670-0013	Driver and officer main flat glass cab mirrors to be heated.	1	
1670-0031	2" extension for Ramco mirrors.	1	

Salescode	Extended Description	Qty	
MISC EXTERIOR CAB OPTIONS			
1550-0009	Fixed rear cab wall narrow windows (pr).	1	
1550-0020	Windows cab side fixed driver's side.	1	
1550-0033	Windows cab side fixed officer's side.	1	
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1	
1675-0023	Pair of 18" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1	
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0047	Rear cab wall to be 3/16" aluminum diamond plate.	1	
1675-0201	Large radius cab wheel well. Includes bolt-on adjustable wheel well trim.	1	
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1	
CHASSIS OPTIONS			
1680-0005	Thermatic fan clutch.	1	
1680-0007	Drivelines 1810. Required on 1550 lb/ft torque or greater engines.	1	
1680-0008	Tow eyes front painted below bumper/cab (PR).	1	
1680-0012	Tow eyes rear frame painted black.	1	
1680-0017	Hot shift PTO.	1	
1680-0188	Aerial hydraulics installed on bottom port of EVS4000/4500 transmission (to allow for flat rear cab floor).	1	
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank. Location: left side below rear of cab.	1	
1680-0284	Radiator mounted power steering cooler.	1	
MISC INTERIOR CAB OPTIONS			
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1	
1685-0006	Padded sun visors, driver and officer's side overhead.	1	
1685-0008	Control lanyard Y type for air horns.	1	
1685-0068	Rear engine cover diamond plate trim.	1	
1685-0187	Severe duty engine cover, molded polyurethane.	1	
1685-0285	Cup holder / tray for engine cover painted to match cab interior. Approx 14" wide x 10" long with tapered front corners and cup holders at each rear corner. For use in Typhoon and CII with severe duty engine cover.	1	
1685-0422	Severe duty overhead console. Includes front full width overhead, air conditioning plenum and rear facing blower. Overhead to match cab interior.	1	

Salescode	Extended Description	Qty	
MISC INTERIOR CAB OPTIONS			
1685-0423	Driver side severe duty dash. Includes driver side aluminum upper dash to match cab interior with ABS gauge cluster.	1	
1685-0426	Severe duty dash package with low profile center and officer side dash. Includes smooth plate alum center, officer side dash and lower kick panels; all painted to match cab interior.	1	
1685-0531	Reduced profile rear engine cover for increased legroom.	1	
ALTERNATOR			
1700-0019	Alternator Niehoff 360 amp (360 amp SAE/320 NFPA rating). Available only on ISX12 and ISX15.	1	
CAB ELECTRICAL OPTIONS			
1750-0024-179-04	Auto-Eject receptacle inlet 20 amp located outside driver's door next to handrail with a Yellow cover.	1	
1750-0046-195	Cab Headlights. Position: lower.	1	
1750-0072-592	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: driver side dash.	1	
1750-0072-593	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: officer side dash.	1	
1750-0075	English dominant main cab gauge cluster.	1	
1750-0158	Dome Lts Red/White LED. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wired through door and light assembly switch. Red light through light assembly switch.	1	
1750-0198-A31	Battery charger to be located behind driver's seat.	1	
1750-0215-172	Turn signal Whelen M6 LED arrow amber pair located upper headlight bezel.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
1750-0429-593	Dual USB charging ports in the cab wired battery hot. Location: officer side dash.	1	
1750-0449	Momentary DPF regeneration override switch.	1	
1750-0514	Peterson LED cab headlights	1	
COOLING PACKAGE			
1800-0013	Cooling system for use with Cyclone II X, Typhoon X, and Quest chassis. For use with 2010 - 2018 EPA engines. Includes coolant recovery system.	1	
BODY SPEC			
3090-0000	Body Specs - SideStacker aerial with tandem axle. Includes left rear staircase with pocket style drop down step.	1	
BODY COMPT REAR			

Salescode	Extended Description	Qty	
<u>BODY COMPT REAR</u>			
3110-0360	Rear of body to have un-painted smooth plate overlay style body panels to facilitate rear body striping.	1	
<u>PUMP PANELS</u>			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0064	The gauge panel(s) on the driver side of the Side Mount module to be hinged upward. Panel(s) to include (2) mechanical/pneumatic (as applicable to panel size) hold opens and latches.	1	
3134-0146	Officer side upper pump access panel to be horizontally hinged with stainless steel door. Includes (2) push button latches and (1) hold open device.	1	
<u>PUMP MODULE OPTIONS</u>			
3136-0000-202	Air horn switch at pump panel. Switch to be labeled "Evacuation Alert". Location: driver side pump panel.	1	
<u>DOORS</u>			
3300-0007-017	Door single vertical hinged painted. Location(s): R3	1	
3300-0011-005	Door single horizontal hinged lift-up box pan configuration painted. Location(s): L3	1	
3300-0011-006	Door single horizontal hinged lift-up box pan configuration painted. Location(s): L4	1	
3300-0021-007	Door roll up short (up to 45") with painted finish ROM. Location(s): L5.	1	
3300-0022-003	Door roll up tall (greater than 45") with painted finish ROM. Location(s): L1.	1	
3300-0022-004	Door roll up tall (greater than 45") with painted finish ROM. Location(s): L2.	1	
3300-0022-008	Door roll up tall (greater than 45") with painted finish ROM. Location(s): L6.	1	
3300-0022-015	Door roll up tall (greater than 45") with painted finish ROM. Location(s): R1.	1	
3300-0022-016	Door roll up tall (greater than 45") with painted finish ROM. Location(s): R2.	1	
3300-0289-018	Door double vertical hinged w/rotary latches - painted . Location(s): R4 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
<u>COVERS</u>			
3305-0001	Hosebed cover aluminum (2) piece with recessed handles, SideStacker. Note: This option effects hose bed capacity.	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
3305-0022-000-13	Vinyl rear cover for diamond plate hose bed cover. Color: Black.	1	
<u>AERIAL BODY OPTIONS</u>			
3310-0003	Compartments driver side CR100/CR137/95 platform SideStacker with 300g tank. Includes rescue style extended height compartments.	1	

Salescode	Extended Description	Qty	
<u>AERIAL BODY OPTIONS</u>			
3310-0014	Compartments officer side CR100/CR137/95 platform SideStacker with 300g tank. Includes rescue style extended height compartments ahead of wheel well with extended hosebed.	1	
3310-0032	Recessed tubes for (6) pike poles. Not available on HP75 SideStacker.	1	
3310-0036	Rollup rear ladder compartment door with satin finish for SideStacker and NPNT aerial with side staircases (N/A on HP100P). Includes hinged ladder retention plate.	1	
3310-0050	Crosslay triple 5.5" wide single stack to hold up to 200' of 2.0" DJ (each) or 150'-200' 2.5" DJ (each). Includes storage pan to rear of crosslays	1	
3310-0096	Doors for rear master and jack control controls. Doors will match rear body finish.	1	
3310-0162	Jack leg opening covers diamond plate (4) sets. Includes diamond plate outrigger covers and fixed diamond plate filler panels. HM100/110 requires surface mount warning lights.	1	
3310-0309	Auxiliary jack pad 26X26 (4) with 20 degree formed handle. Includes (4) mounting brackets.	1	
3310-0513	Fuel fill hinged door and fixed panel below door each side to rear of rear axle to be diamond plate.	1	
<u>SCBA BOTTLE STORAGE</u>			
3320-0018	SCBA Bottle Storage. (8) Fire Shopp SCBA bottle storage with hinged doors with push button latches. (4) officer side and (4) driver side in wheel well area.	1	
3320-0100	Strap, loop style to retain SCBA bottle(s). Locate one per bottle in each exterior body storage compartment.	1	
<u>HANDRAILS / STEPS</u>			
3330-0002-050	Slide-out platform, rollerless. Includes chrome grab handle centered on the front face of the platform (includes hand rail as applicable). Located below driver side pump panel.	1	
3330-0004	Slideout platform-recessed rear. Located below hosebed. Includes a handrail below hosebed. Requires extended hosebed on HP100, CR100, and 92 Pltfrm SideStacker bodies.	1	
3330-0281	Intermediate pump panel step officer side with forward tapered corner. Includes (2) lower and (1) upper Innovative Controls dual LED lighted folding step and a minimum of (1) handrail as req to meet NFPA. Step lights to be switched thru work light in cab.	1	
<u>MISC BODY OPTIONS</u>			
3340-0077	Body compartment Interiors to have Zolatone gray finish. To include pan of hinged doors and tool compartments (as applicable). Does not include floors if they are dia plt.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	

Salescode	Extended Description	Qty	
MISC BODY OPTIONS			
3340-0270	The painted aerial body side panels shall be smooth / flush. Applies to SideStacker HB side, panels next to water tank on MM, and upper body sides on RLP.	1	
3340-0653	Diamond plate tandem axle wheel well. Includes bolt-on composite wheel well liners and bolt-on polished alum fenderettes.	1	
LADDER STORAGE / RACKS			
3365-0013-607	Center mounted ladder tunnel. Ladder rack to hold: (2)PEL-35, PEL-28, PEL-24, PRL-20, PRL-16 and FL-10 (with rubber block feet).	1	
PUMPS			
4005-0033	Rating 2000 GPM	1	
4005-0196	Hale QMAX 1000-2250 GPM single stage pump. Requires primer option.	1	
WATER TANK			
4010-0195	300 gallon "T" water tank. UPF Poly III blue fill tower.	1	
PUMP OPTIONS			
4015-0002	Mechanical speed counter for Hale pumps.	1	
4015-0022	Mechanical pump seal - Hale.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0073	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location below running board on driver side (or area directly to rear of panel if no room below panel).	1	
4015-0210	Pump cooler with Innovative Control 1/4 turn valve with "T" handle and label.	1	
4015-0238	Hale electric primer (oil-less).	1	
DISCHARGES AND PRECONNECTS			
4415-0008	1.5" Front bumper discharge Akron manual valve.	1	
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0058-655	2.5" Crosslay Akron Manual Valve. Location: crosslay 3.	1	
4415-0161-581	2.5" Left Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: left side discharge 1.	1	
4415-0161-582	2.5" Left Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: left side discharge 2.	1	
4415-0164-584	2.5" Right Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: right side discharge 2.	1	
4415-0176-210	Brass Swivel in Tray center front bumper for Front Bumper Discharge.	1	

Salescode	Extended Description	Qty	
<u>DISCHARGES AND PRECONNECTS</u>			
4415-0986-583	4" Right Pump Panel Discharge w/4" Akron Electric Valve with 9323 controller. (Waterous pumps noted location to be forward lower port) Location: right side discharge 1	1	
4415-0994	4" waterway discharge with 4" Akron electric valve with 9323 controller.	1	
<u>DISCHARGE OPTIONS</u>			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	9	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
<u>FOAM SYSTEMS</u>			
4430-0151	Foam ready manifold shall be supplied for dealer installed Hale FoamLogix 2.1, 3.3 or 5.0 or FoamPro 2001/2002 system with 3.0" plumbing feeding the foam manifold. Allows for selection of foam tank, foam gauge and plumb to foam discharges.	1	
<u>FOAM SYSTEM OPTIONS</u>			
4432-0053-556	Foam system plumbed to 1.5 first crosslay.	1	
4432-0053-557	Foam system plumbed to 1.5 second crosslay.	1	
4432-0053-560	Foam system plumbed to first 2.5 crosslay.	1	
4432-0053-566	Foam system plumbed to center bumper front jump line.	1	
<u>GAUGES</u>			
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	9	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
4435-0251	Innovative Controls SL Plus series water tank level gauge with E-One logo at the bottom.	1	
<u>INTAKES</u>			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
<u>INTAKE OPTIONS</u>			
4445-0009	Intake relief valve, Akron.	1	
<u>TANK PLUMBING</u>			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0022	3" tank to pump Akron manual valve.	1	

Salescode	Extended Description	Qty	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
PRESSURE GOVERNORS			
4465-0011	Class 1 TPG pressure governor. Includes, water, oil, volt and tachometer.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
ELECTRICAL SYSTEMS			
5010-0039	V-MUX Electrical system for aerials.	1	
5010-0049	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1	
5010-0055-649	Vista IV display for V-MUX electrical system. Location: driver's side engine cover.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
CONTROLS / SWITCHES			
5100-0165	Audible door ajar alarm wired through door ajar light. For use with V-Mux Display only.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
ELECTRIC CORD REELS			
5130-0001-872	Cord reel electric with 200' of 10/3 black cable. Locate ceiling mounted in driver side compt over front axle of rear tandem offset forward.	1	
5130-0024-392	Electric cord reel rewind switch. Switch located on wall near cord reel.	1	
5130-0028	Rollers, captive for cord reel mounted on reel. {May include a bracket (as required)}	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0028	Marker light LED body/cab package. E-ONE custom cab with rear mount aerial platform bodies only. Includes (3) marker lights on front of platform.	1	
5150-0068	Marker lights Britax LED amber/red rubber housed mounted on the rear body corners angled down.	1	
5150-0129	Whelen M6 series LED horizontal mount tail lights. Includes LED stop/tail, arrow turn and back-up lights individually mounted with weatherproof connectors.	1	
BREAKER BOXES			

Salescode	Extended Description	Qty	
<u>BREAKER BOXES</u>			
5200-0001-474	Breaker box 12 place single phase. Includes main breaker. Note: If gen is 6KW or less, main will occupy 2 places leaving 10 available. Locate L1 back wall horizontally mounted above offset.	1	
<u>GENERATOR</u>			
5250-0125-128	Generator Harrison 10KW LPG hydraulic. Includes generator control/PTO engage switch and a gauge panel located adjacent to breaker box. Generator location: officer side of open storage area.	1	
<u>GENERATOR TEST</u>			
5255-0001	3rd party generator test with pump.	1	
<u>LIGHT BARS</u>			
5300-0506-000-4V	Front light bar LED color: Red/White with clear lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0515	Whelen MKEZ7 1.5" standard mount for mini front light bars (4).	1	
5300-0524-035	Whelen F4 Mini-Freedom LED light bars (PR) 21.5" with 5 LEDs in each bar. Location: front cab corners at 20 degree angle.	1	
<u>CAMERAS / INTERCOM</u>			
5350-0070	Voyager back-up camera. Video displays automatically when transmission is in reverse. Camera only - does not include monitor.	1	
5350-0156	FRC ACT 2-way aerial intercom.	1	
<u>LIGHTS - COMPARTMENT, STEP & GROUND</u>			
5380-0136	Compartment light package Amdor Luma-Bar LED for large bodies. Includes one light per compartment (two if transverse).	1	
5380-0280	Ground light package TecNiq T440 4" LED - large.	1	
5380-0285	Step light package body TecNiq T440 4" LED - small.	1	
5380-0325	EON LED ladder tunnel light (EA).	2	
<u>LIGHTS - DECK AND SCENE</u>			
5390-0007	Deck/scene light circuit wiring through chassis reverse. Requires rear deck or scene light.	1	
5390-0025	Cab scene lights are to be switched with cab doors in addition to standard.	1	
5390-0073-444	Deck Light - Whelen LED model PFBP12C (PR). Location: (1) each side over rear ladder tunnel.	1	
5390-0087-397	Whelen M6 Linear Super LED scene lights (PR). Switched in cab (lights mtd on the sides of apparatus to be switched separately). Locate (1) each side of cab, rearward of forward doors, up high.	1	
5390-0088	Crosslay light Whelen PFBP12C LED. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	

Salescode	Extended Description	Qty	
<u>LIGHTS - DECK AND SCENE</u>			
5390-0170-R88	Whelen M6 Linear Super LED scene light (EA). Switched in cab (lights mtd on the sides of apparatus to be switched separately). Locate front area of hosebed, facing rearward.	1	
<u>LIGHTS - NON-WARNING</u>			
5400-0150	Pump panel LED light package for side mount. Includes (6) Tecniq EON lights with S/S housings located (3) ea side. Includes S/S light shields (as applicable with intermedialte steps).	1	
5400-0222	Pump compartment light Optronics ILL22 Series LED (EA). Includes separate on/off switch inside pump access door / panel. Light circuit to be wired through battery switch.	1	
5400-0224	Engine compartment light Optronics LED Series ILL22 (EA).	1	
<u>LIGHTS - QUARTZ</u>			
5450-0261-063	Light Whelen Pioneer model PFP2AC 120V with external bottom raise pole mount. Location(s): officer side back of cab.	1	
5450-0261-064	Light Whelen Pioneer model PFP2AC 120V with external bottom raise pole mount. Location(s): driver side back of cab.	1	
<u>RECEPTACLES</u>			
5470-0001-495	Receptacle twist lock 20A/110V 3 wire NEMA L5-20 with cover plate. Location: driver side rear wheel well offset forward.	1	
5470-0001-498	Receptacle twist lock 20A/110V 3 wire NEMA L5-20 with cover plate. Location: officer side rear wheel well offset forward.	1	
<u>SIRENS</u>			
5500-0015	Whelen model 295SLSA1 siren with microphone (replaced 295HFSA1).	1	
5500-0024-170	The primary electronic siren control is to be located center overhead.	1	
<u>SPEAKERS</u>			
5510-0049-209	Whelen SP123BMC electronic siren speaker recessed in front bumper. Location: driver side front bumper.	1	
<u>WARNING LIGHT PACKAGES</u>			
5550-0173-535	Whelen M6 Super LED lower level warning light package. Includes (8) red M6R LED light heads and (2) red M2R LED light heads. Locate side facing lights: at forward most position, centered in rear wheel well, and side facing at rear of body in rubrail if equipped.	1	
<u>WARNING LIGHTS</u>			
5600-0078-290-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location above L2/R2 compartments offset rearward to supplement upper rear warnings.	1	

Salescode	Extended Description	Qty	
<u>WARNING LIGHTS</u>			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
5600-0241-464	Warning light Whelen M6R series Linear Super LED (PR) red. Location: (1) each side of cab down low just ahead of rear doors.	1	
<u>AERIAL MODEL</u>			
6100-0069	Platform 95 SideStacker. Includes platform with angled corners, left side turntable console and jack leg flood lights.	1	
<u>AERIAL HYDRAULIC SYSTEM OPTIONS</u>			
6150-0003-216	Gauge aerial hydraulic oil level. Electronic display to be located on pump operator's panel.	1	
6150-0020	Aerial hydraulic pump to be upgraded to a variable displacement style pump with a drive through provision. For use with Harrison and Smartpower up to 10kw and Onan up to 15 kw. On HP95MM up to 10kw Harrison generator only and requires 260" WB.	1	
<u>MONITORS</u>			
6300-0017	Monitor painted silver from OEM.	1	
6300-0108	Monitor Akron StreamMaster II electric with 5177 nozzle 1250GPM for platform. Includes tip controls, base controls and a butterfly valve. Monitor to have multiple flow ratings based on aerial model and monitor position.	1	
<u>WATERWAY OPTIONS</u>			
6350-0005	Rear 4" NST waterway inlet for rear mounted aerals. Includes chrome cap.	1	
6350-0012-219	Akron 2.5" valve for platform. Valve to be located at the left rear of platform.	1	
6350-0014	2.5" chrome elbow with 2.5" x 1.5" reducer and 1.5" cap for platform / ladder discharge valve.	1	
6350-0067	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel. Locate next to waterway inlet.	1	
<u>BREATHING AIR</u>			
6400-0001	Breathing air platform with (2) 444CF cylinders. Includes low air alarm.	1	
<u>AERIAL EQUIPMENT</u>			
6500-0000-221	Hose box for 50' of 1.75" DJ hose located left side of platform.	1	
6500-0012-139	Pike pole tube for 8' pole on ladder. Location: right side fly section.	1	
6500-0019-138	Axe bracket mounted on aerial. For use with a 6 lb. axe only. Location: left side fly section.	1	

Salescode	Extended Description	Qty	
<u>AERIAL EQUIPMENT</u>			
6500-0149-1CG-5V	Stokes basket storage brackets for use with Ferno Model 71 Stokes. The stokes basket shall mount to the base section on the right side toward front. Stokes not included.	1	
6500-0150	Stokes basket receiver for 95-Platform & HP95 Mid-Mount platforms. Stokes and storage brackets on side of base not included.	1	
<u>AERIAL WARNING LIGHTS</u>			
6550-0002	Outrigger warning lights (4) LED. Truck-Lite model 91R.	1	
6550-0032	Whelen M6 Super LED red warning lights (4). Located down low across front of platform wired to upper level lights.	1	
6550-0033-224-06	Whelen M6 Super LED Red warning lights on platform (PR). The lights shall be switched with aerial master and located on the side of the ground pad brackets.	1	
<u>AERIAL LIGHTING</u>			
6560-0041	Whelen LED model PFBP12C at base (PR).	1	
6560-0072-237	Light Whelen Pioneer Plus model PFP2AC 120V with recess mount. Requires 110-volt receptacle at tip option. Includes hardwired switch on platform console. The light shall be located center front of platform.	1	
6560-0084-000-03	Ladder climbing lights Luma-Bar Pathfinder LED strip for 95-Platform and HP100 Platform (one side). Color: Blue.	1	
6560-0103-240	Whelen Pioneer PFP2AC 110V LED floodlight with pole mounted at platform. Requires 110V twist lock receptacle at tip option. The light shall be located left rear of platform.	1	
6560-0103-241	Whelen Pioneer PFP2AC 110V LED floodlight with pole mounted at platform. Requires 110V twist lock receptacle at tip option. The light shall be located right rear of platform.	1	
<u>MISC AERIAL ELECTRICAL</u>			
6570-0015	110V/20A twist lock receptacle at tip.	1	
<u>AERIAL LADDER BRACKETS</u>			
6600-0004-248	Lift out style roof ladder bracket. Locate outside base section for a PRL-14 on left side of base section. Available on 95RM, 110, CR100 and HM100.	1	
6600-0009	Parapet roof ladder bracket for platform. For use with Alcolite and Duo Safety roof ladders (not included). Available on HP100 Platform, HP95MM Platform and 95-Platform with angle corners.	1	
<u>SIGN PLATES</u>			
6750-0002-000-39	Aerial sign plates 22 x 144 (PR). Does not include lettering. Color: Job Color.	1	
<u>AERIAL CONTROLS</u>			

Salescode	Extended Description	Qty	
<u>AERIAL CONTROLS</u>			
6850-0037	Advanced Aerial Control System - Platform. Includes body protection, cradle alignment It and 3.2" displays with flowmeter at each control console.	1	
6850-0043	Diamond plate turntable console mounted to tube style pedestal mount. Includes side hinged diamond plate cover with hinge on outboard side. Includes modified left side turntable handrail. (95-platform and HP/HPS100 Platform only)	1	
<u>AERIAL TESTING</u>			
6900-0000	Aerial flow test - 3rd party.	1	
6900-0007	Aerial 2016 NFPA Certification.	1	
<u>GROUND LADDERS</u>			
7800-0002	Alco-Lite FL-10, 10' folding ladder without shoes.	1	
7800-0007	Alco-Lite PRL-14' roof ladder.	1	
7800-0010	Alco-Lite PRL-16' roof ladder.	1	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0021	Alco-Lite PEL-28' extension ladder.	1	
7800-0024	Alco-Lite PEL-35' extension ladder.	2	
7800-0038	Alco-Lite PRL-20' roof ladder.	1	
<u>MISC LOOSE EQUIPMENT</u>			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
<u>EXTERIOR PAINT</u>			
8100-0064	Cab paint break - standard with dip to grille. Break is 31.5" inches below the drip rail on Typhoon X and CII X cabs. Pre-07' emission Typhoon cab break is 33.5" below the drip rail.	1	
8100-0084	All applicable pump/pre-connect application modules are to have a job color finish. Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0176-000-17	Paint E-ONE chassis cab - Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0177-000-18	Paint cab Sikkens two-tone. Upper area of cab to be painted FLNA4006 White.	1	
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	

Salescode	Extended Description	Qty	
<u>EXTERIOR PAINT</u>			
8100-0222	Paint roll up door header plate(s) job color for all painted roll-up doors..	1	
8100-0354	Paint lift cylinders, extension cylinders and upper turntable steelwork primary job color (does not apply to TT deck).	1	
<u>INTERIOR PAINT</u>			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
<u>LETTERING</u>			
8200-0099	US DOT Number graphic - white. Numbers to be approx 2" high x 12" long (US DOT 1937551) with E-ONE logo above. Locate each side of vehicle on rear side cab window if equipped, otherwise low on sides of cab.	1	
8200-0104	Demo graphics package - Aerial Platform (2015). Includes 16" Sign Gold style demo logo on front cab doors, .75" Sign Gold stripe around perimeter of sign plates (with scrolls in corners), large E-ONE Sign Gold logo at each end of sign plates and platform model name (95-PLATFORM, HP95 MID-MOUNT, HP100 PLATFORM or HPS100 PLATFORM) in Sign Gold lettering on sign plates (Perpetua bold font - sized to fit). All Sign Gold material to have black border.	1	
<u>STRIPING</u>			
8200-0016	White reflective tape on (4) outriggers.	1	
8300-0042	White rubrail scotchlite insert.	1	
8300-0274-000-J7	Chevron "A" style 6" Reflexite V98 striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Red/Fluorescent Yellow Green.	1	
8300-0331	Single NFPA Scotchlite Stripe - up to 6" wide with hockey style, Z or S style or other customer specific design style. Stripe to be installed on cab and the body. Size, color and location as specified by the customer.	1	
8300-0334	Additional NFPA Scotchlite Stripe - upto 3" wide on cab and the body. Design, size, color and location as specified by the customer.	2	
8300-0340	Paint break Sign Gold cab stripe with outline - 3/4" wide total, gold with customer specified outline color. To be located above existing paint break.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
<u>GRAPHICS</u>			
8400-0033	Logo E-ONE (PR) on aerial lift cylinder. Logo to be sign gold material approx 14" long located midway along outward surface of cylinder.	1	
8400-0044	Logo E-ONE on bottom of aerial platform. Logo to be red reflective material as large as practical. Bottom of logo to face rear of platform.	1	

Salescode	Extended Description	Qty	
GRAPHICS			
8400-0047	Logos E-ONE (PR) on side cab window. Logo to be gray "etched" look centered on glass.	1	
WARRANTY / STANDARD & EXTENDED			
9100-0000	Standard 1 Year Warranty.	1	
9100-0003	Lifetime Frame Structural Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0007	20 Year Aerial Device Structural Warranty - Integrity Limited Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	



Dealer Change Order Request

SO# 142324

Customer: City of Midwest City

E-One Customer Admin

Dealer: Chief Fire & Safety

Jewel Holden

Person Requesting Change: Shane Floyd

Date: 11/7/19 Revised Rev. C

CODE	SALES CODE	QTY	DESCRIPTION
Add Note		1	Add Air Ride Officer SCBA Seat
Delete	1510-0329	1	Delete Fixed SCBA Officer Seat
Add Note	1510-0032	1	Two Person SCBA Rear Bench Seat along back wall
Add Note	1670-0007	2	Add 3" Mirror Risers for each mirror
Add Note	5100-000-198	1	Add foot switch for air horn - Driver
Add Note	5100-000-199	1	Add foot switch for air horn - officer
Add Note	5010-0052-168	1	Add Vmux Officer Display
Delete	8100-0064	1	Delete Cab Paint Break
Add Note	8100-0063	1	Add Cab Paint break to match existing fleet
Delete	8100-0177-000-18	1	Delete Upper Cab two tone - White FLNA4006
Add Note	8100-0177-000-35	1	Add Upper Cab Two tone FLNA4145 Black
Delete	3340-0077	1	Delete Zolatone gray finish inside of body compartments
Add Note	1640-0045-159	1	Add Cab Step below Officer's Front cab Door
Add Note	1640-0045-158	1	Add Cab Step below Driver's front cab door
Add Note	1640-0045-160	1	Add Cab Step below Officer's Rear Cab Door
Add Note	1640-0045-161	1	Add Cab Step below Driver's Rear Cab Door
Delete	4010-0195	1	Delete 300 gallon Water Tank
Add Note	4010-0198	1	Add 500 Gallon water tank
Delete	5130-0001-872	1	Delete Cord Reel with 200' of 10/3 black cable
Delete	5130-0024-392	1	Delete Electric rewind cord reel switch
Delete	5130-0028	1	Delete Roller, captive for cord reel
Delete	5200-0001-474	1	Delete Breaker Box 12 Place
Delete	5250-0125-128	1	Delete Generator
Delete	5450-0261-063	1	Delete Light Whelen Pioneer 120V - Officer Side bottom raise pole
Delete	5450-0261-064	1	Delete Light Whelen Pioneer 120V - Driver's Side bottom raise pole
Add Note	5450-0646-064	1	Add Light Whelen Pioneer 12V - Officer Side bottom raise pole
Add Note	5450-0646-063	1	Add Light Whelen Pioneer 12V - Driver's Side bottom raise pole
Delete	5470-0001-495	1	Delete Receptacle twist lock 20A/110V
Delete	5470-0001-498	1	Delete Receptacle twist lock 20A/110V



Dealer Change Order Request

Add Note		1	Driver's and Officer Wheel well SCBA tubes to be increased to maximum capacity
Add Note	1750-0060	1	Add Auto Transfer Switch similar to SO#143479 for power tools going in L1 Compartment
Add Note	1750-0025-948-02	1	Add 30 Amp Receptacle similar to SO# 143479 for power tools in L1 compartment
Add Note	5470-0004-105	1	Add receptacle 20A/110v duplex L1 forward on wall Similar to SO# 143479
Add Note	5050-0021-003	1	Inverter pre-wire for dealer/customer inverter similar to SO# 143479
Add Note	3370-0246	4	Add Single Adjustable shelf & Tracks in L1, L5, R1,R2
Add Note	3380-0508	2	Add 2 roll out toolboards in L2
Add Note	3380-0567	2	Add Single roll out tilt down tray in L3 & L4
Add Note	3380-0499	2	Add single floor mounted roll out tray in L-6 and R2
Add Note	3370-0247	1	Add adjust shelf tracks in L6. No shelf, tracks only
Delete	3300-0021-007	1	Delete Painted ROM Door L5
Add Note	3300-0017-007	1	Add Satin ROM Door L5
Delete	3300-0022-003	1	Delete Painted ROM Door L1
Add Note	3300-0019-003	1	Add Satin ROM Door L1
Delete	3300-0022-004	1	Delete Painted ROM Door L2
Add Note	3300-0019-004	1	Add Satin ROM Door L2
Delete	3300-0022-008	1	Delete Painted ROM Door L6
Add Note	3300-0019-008	1	Add Satin ROM Door L6
Delete	3300-0022-015	1	Delete Painted ROM Door R1
Add Note		1	Add Satin ROM Door R1
Delete	3300-0022-016	1	Delete Painted ROM Door R2
Add Note		1	Add Satin ROM Door R2
Delete	8200-0099	1	Delete Demo Graphics
Delete	8200-0104	1	Delete Demo Graphics
Delete	8300-0331	1	Delete Demo Graphics
Delete	8300-0334	1	Delete Demo Graphics
Delete	8300-0340	1	Delete Demo Graphics
Delete	8400-0047	1	Delete Demo Graphics
Add Note	3320-0185-495	1	FS SCBA (1) Bottle Storage
Add Note	3320-0185-498	1	FS SCBA (1) Bottle Storage
Delete	4430-0151	1	Delete Foam Ready Manifold
Delete	4432-0053-556	1	Delete Foam System Plumbing
Delete	4432-0053-557	1	Delete Foam System Plumbing
Delete	4432-0053-560	1	Delete Foam System Plumbing

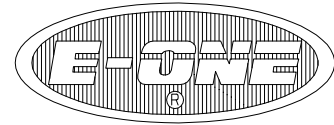


Dealer Change Order Request

Delete	4432-0053-566	1	Delete Foam System Plumbing
Delete	6400-0001	1	Delete Breathing Air Platform
Delete	6560-0072-237	1	Delete 120V Whelen Light center of Platform
Add Note		1	Add 12V Whelen Light center of Platform
Delete	6560-0103-240	1	Delete 120V Whelen Light, Left Rear of Platform
Add Note		1	Add 12V Whelen Light, Left Rear of Platform
Delete	6560-0103-241	1	Delete 120V Whelen Light, Right Rear of Platform
Add Note		1	Add 12V Whelen Light, Right Rear of Platform
Delete	6570-0015	1	Delete 110V/20A twist Lock Receptacle at tip
Add Note		1	Add 20 Gallon Foam Tank
Add Note		1	Final inspection Trip

Add	2 - Not built to shop order, BOM or Print
Add Note	4 - Not buildable to SO or specification
Change Note	11 - Chassis Spec. Change
Change Qty	12 - \$\$ Change
Change \$	13 - Sold Demo
Delete	14 - Dealer Change
	15 - Customer Changes - Miscellaneous

YES	RJ Miller
NO	Carri Miller
CONDITIONAL	Steve Gallwitz
	Jewel Holden
	Josh Christner
	Luis Roldan
	Cathy McDorman
	Daniel Meadows
	Dan Tallman
	Ray Kasprzyk
	Brad Harbaugh



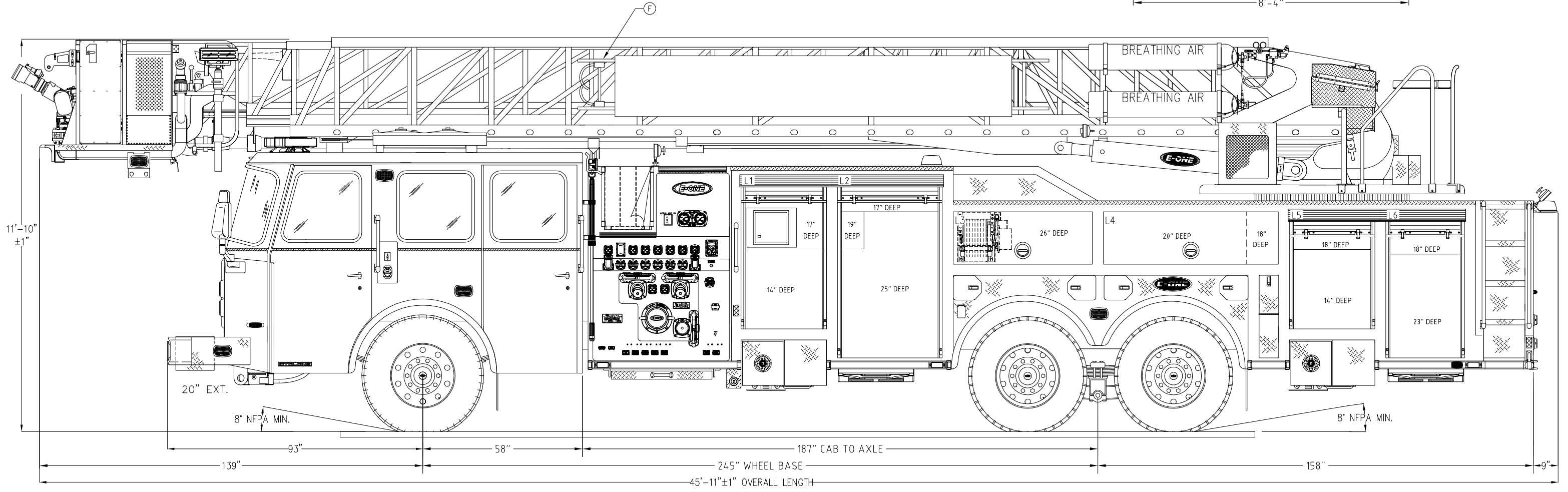
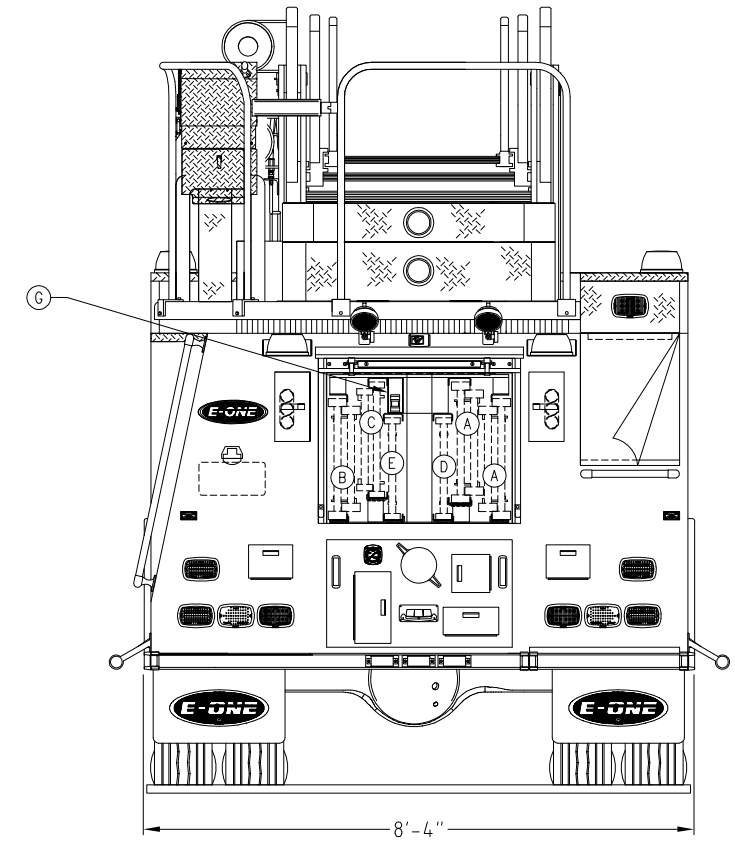
E-ONE INC.
OCALA, FL
S.O. 142324 / QUOTE 78405
AERIAL BODY
CYCLONE II X CHASSIS
95 PLATFORM

THIS DRAWING IS FOR REFERENCE PURPOSES. ALL DIMENSIONS ARE SUBJECT TO MINOR VARIATIONS DUE TO MANUFACTURING PROCESSES.

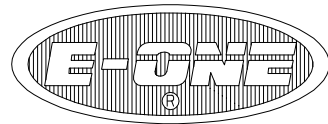
APPROVED FOR PRODUCTION

DESIGNER: GABRIEL CRET JR. DATE: 2018-MAY-08

2000 GPM HALE QMAX PUMP 300 GALLON WATER TANK		HOSE LOAD: NFPA COMPLIANT	
COMPT.	OPENING	INTERIOR DIMENSION	
L1/R1	29W 46H	31W 17H 17D 31W 29H 14D	UPPER LOWER
L2/R2	36W 56H	38W 3H NOTED 38W 53H NOTED	UPPER LOWER
L3	50W 19H	50W 19H	26D
L4	63W 19H	63W 19H	NOTED
L5	29W 33H	31W 13H 18D 30W 29H 23D	UPPER LOWER
L6	26W 44H	28W 15H 18D 28W 37H 23D	UPPER LOWER
R3	31W 19H	30W 19H	14D
R4	49W 30H	49W 30H	23D
GROUND LADDERS			
ITEM	LADDER LENGTH	MODEL NUMBER	QTY
A	35' 2-SECT.	PEL-35	2
B	28' 2-SECT.	PEL-28	1
C	24' 2-SECT.	PEL-24	1
D	20' ROOF	PRL-20	1
E	16' ROOF	PRL-16	1
F	14' ROOF	PRL-14	1 ON AERIAL
G	10' FOLDING	FL-10	1



GACRET	A	INITIAL RELEASE	2018-MAY-07	GACRET
DRAWN BY	REV	DESCRIPTION	DATE	APPROVED
		APPROVAL REVISIONS		SHEET 1 OF 2

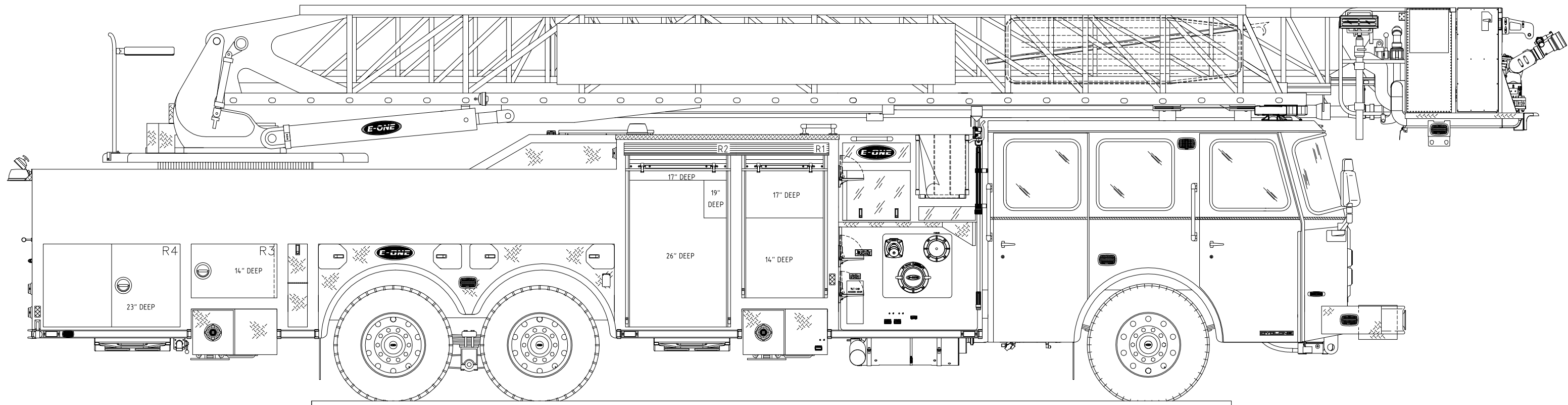
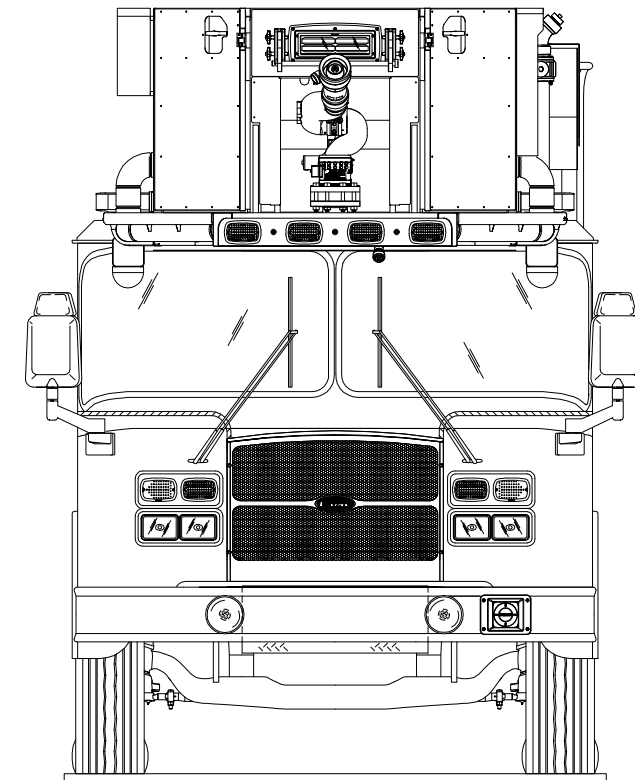


E-ONE INC.
OCALA, FL
S.O. 142324 / QUOTE 78405
AERIAL BODY
CYCLONE II X CHASSIS
95 PLATFORM

THIS DRAWING IS FOR REFERENCE PURPOSES. ALL DIMENSIONS ARE SUBJECT TO MINOR VARIATIONS DUE TO MANUFACTURING PROCESSES.

APPROVED FOR PRODUCTION

DESIGNER: GABRIEL CRET JR. DATE: 2018-MAY-08



GACRET	A	INITIAL RELEASE	2018-MAY-07	GACRET
DRAWN BY	REV	DESCRIPTION	DATE	APPROVED
		APPROVAL REVISIONS		SHEET 2 OF 2



FIRE & SAFETY CO., INC.

"Complete Line of Fire and Safety Equipment"

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City of Midwest City
Midwest City Fire Department
8201 E. Reno
Midwest City, OK 73110

November, 20th, 2019

Subject: Clarification

To Craig Davis:

The price increase of the apparatus is scheduled to go into effect on December 1st, 2019.

To clarify this statement: if the apparatus is purchased before December 1st, 2019 the 2.5% price increase will not take effect.

We sincerely look forward to working with you in the very near future. In the meantime if you have any question please do not hesitate to give us a call.

Thank You,
We Appreciate Your Business

A handwritten signature in black ink, appearing to read 'Mike Heilman', is written over a faint yellow background that says 'Wheeled Coach'.

Mike Heilman
President
Chief Fire & Safety Co.
FAX: 405-224-2081 OR 405-224-2653
E-MAIL: mheilman@chief-fire-safety.com



NEW BUSINESS/
PUBLIC DISCUSSION





FURTHER INFORMATION



MINUTES OF MIDWEST CITY BOARD OF ADJUSTMENT MEETING
November 5, 2019 -- 6:00 P.M.

This meeting of the Midwest City Board of Adjustment was held in the City Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on November 5, 2019, with the following members present:

Present: Jess Huskey
 Cy Valanejad
 Frank Young
 Charles McDade
 Tammy Cook

Staff present: Kellie Gilles, Planning Manager
 Sarah Steward, Associate Current Planner

The meeting was called to order by Huskey at 6:00 P.M.

A. MINUTES:

A motion was made by Young, seconded by McDade, to approve the minutes of the meeting of October 2, 2018 as presented. Voting aye: Young, McDade, Cook and Huskey. Nay: none. Motion carried.

* Cy Valanejad arrived at 7:01. Although the minutes of the October 2, 2018 meeting had been approved, he noted that under the Board Discussion section, it should say Mill Creek Pond Addition instead of Hamilton Addition.

B. NEW MATTERS:

1. **(BA-402) Discussion and consideration of an application for a variance to the terms, standards and criteria of the Zoning Ordinance to allow the property owner to live in a mobile home while a new single-family home is being built on the R-6, Single Family Residential lot as the Zoning Ordinance only allows motor homes to be inhabited in the R-MH-1 and R-MH-2 zoning districts located at 1513 N. Post Road.**

Staff made a brief presentation regarding this item. The applicant, Dean Bray, was present. Young asked if he would be living in a mobile home or a motor home. The applicant stated it was a motor home. Young asked about wastewater. The applicant stated that he would hook up to City systems. Staff confirmed the availability of water and sewer to the site. Valanejad asked what he would do if he didn't sell the motorhome after. Staff explained that a motorhome can be stored on the lot, just not lived unless granted a variance by the board. Cook asked the applicant

what he would do if the home wasn't completed in 10 months. McDade reiterated the question. The applicant was sure the home would be complete within 10 months. McDade explained that if it was not complete within the timeframe approved by the board, he would have to move the motorhome to an appropriate place to live in until the home was complete.

The Board members addressed the following criteria for the variance as listed in Section 7.7.2 of the Zoning Ordinance:

1. The application of the ordinance to the particular piece of property would create an unnecessary hardship. Is there a motion to make a finding of such an unnecessary hardship? McDade made a motion that the application of the ordinance creates an unnecessary hardship. Cook seconded the motion. Voting aye: McDade, Young, Valanejad, Cook and Huskey. Voting nay: None.
2. Such conditions are peculiar to the particular piece of property. Is there a motion to make a finding of such peculiar condition? A motion was made by Valanejad finding no peculiar conditions. Young seconded the motion. Voting aye: Young, Valanejad, Huskey, Cook and McDade. Voting nay: None.
3. Relief, if granted, would not cause substantial detriment to the public good, or impair the purposes and intent of the ordinance or the comprehensive plan. Is there a motion to make such a finding? A motion was made by McDade, seconded by Cook, to make such a finding of no substantial detriment. Voting aye: Young, Huskey, Valanejad, Cook and McDade. Voting nay: None.
4. The variance, if granted, would be the minimum necessary to alleviate the unnecessary hardship. Is there a motion to make such a finding? A motion was made by Cook, seconded by McDade. Voting aye: Huskey, Young, Valanejad, Cook and McDade. Voting nay: None.

A motion was made by McDade, seconded by Valanejad, approve the variance to allow the applicant to live in the motorhome for no longer than 12 months from the date of approval of this item. Voting aye: Young, Valanejad, Huskey, McDade and McDade. Voting nay: None. Motion carried.

2. (BA-403) Discussion and consideration of an application for an exception to the residential fencing and screening requirements for the property described as Lot 1 and the north twenty (20) feet of Lot 2, Block 3 of The Orchard Addition to Midwest City, addressed as 2301 Orange Drive.

Staff made a brief presentation regarding this item. The applicant, Ariana Carnes of 2301 Orange Drive was present. She explained that she provided three options to move the fence but that having the fence 45' from the center of Apple was unreasonable. Young asked about a permit for the fence. The applicant stated that she assumed the fence contractor took care of that. Young discussed the options that the applicant presented in her application. Young expressed concern about liability if the fence is allowed to remain and an accident occurs at the intersection. Michael Kessler of 1919 Orange Dr. was present and stated that the fence did obstruct vision on

the corner. Mr. Kessler also provided pictures of the intersection to the board. Jim Wynard of 9113 Apple Drive stated that a chainlink fence would not allow for privacy in the rear yard. Carl Drummer of 2325 Orange stated that the intersection is a hazard and if the fence is allowed to stay, can they make the intersection a 3-way stop? The board explained that they cannot approve traffic control device. That is up to the Traffic and Safety Commission. Lisa Hayes of 2329 Orange Dr. stated that the school bus stop is located at the intersection. Dustin Turner of 9124 Apple Dr. stated that people have observed the stop sign more now that it has been moved and stated that the fence should be allowed to stay where it is. There was general discussion by the board members. A motion was made by Valanejad, seconded by Young to deny the request to allow the fence to encroach into the building line. Voting aye: Young, Valanejad, Huskey, McDade and McDade. Voting nay: None. Motion carried.

C. **BOARD DISCUSSION:** None

D. **PUBLIC DISCUSSION:** Carl Drummer of 2325 Orange Dr asked about the status of the stop light at Apple and Douglas. Huskey stated that he was told that the project is on track and waiting on parts. Staff offered for Mr. Drummer to speak with the City Engineer about that.

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

The meeting adjourned at 6:43 P.M.

JESS HUSKEY, Chairman

KG

Notice of regular Midwest City Planning Commission meetings in 2019 was filed for the calendar year with the Midwest City Clerk prior to December 15, 2018 and copies of the agenda for this meeting were posted at City Hall at least 24 hours in advance of the meeting.

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

November 5, 2019 - 7:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on November 5, 2019 at 7:00 p.m., with the following members present:

Commissioners present: Stan Greil
Russell Smith
Dee Collins
Jess Huskey
Dean Hinton
Jim Smith
Jim Campbell

Staff present: Billy Harless, Community Development Director
Kellie Gilles, Planning Manager
Brandon Bundy, City Engineer
Sarah Steward, Associate Current Planner

The meeting was called to order by Chairman Greil at 7:00 p.m.

A. CALL TO ORDER
B. MINUTES

1. Motion was made by Huskey, seconded by J. Smith, to approve the minutes of the October 1, 2019 Planning Commission meeting as presented. Voting aye: Hinton, Collins, R.Smith, J. Smith, Campbell, Greil and Huskey. Nay: none. Motion carried.

C. NEW MATTERS:

1. **(PC-2028) Public hearing with discussion and consideration of an ordinance to redistrict from A-1, Agriculture to R-6, Single Family Detached Residential, for the property described as a part the NE/4 of Section 8, T11N, R1W, and addressed as a part of 2101 S. Anderson Road.**

Staff explained that the applicant has requested that this item be tabled to the December 3, 2019 Planning Commission meeting. Collette Raulston of 11636 Loraine was present and asked for additional information. Staff explained that the full staff report would be available on the City website on November 29, 2019. A motion was made by Huskey, seconded by Campbell, to table the item to the December 3, 2019 Planning Commission meeting. Voting aye: Huskey, Campbell,

Hinton, Greil, R. Smith, Collins and J. Smith. Voting nay: none. Motion carried.

2 (PC-2029) Discussion and consideration of approval of the proposed final plat of the Ibanez Addition, described as a part of the NW/4 of Section 5, T11N, R1W and addressed as 10309 Belmont Ave.

Staff presented a brief overview of this item. The applicants, Daphne and Dedra Ibanez of 10309 Belmont Ave., were present. There was general discussion about this item. A motion was made by R. Smith, seconded by Collins, to recommend approval of this item subject to staff comments. Voting aye: Huskey, Campbell, Hinton, Greil, R. Smith, Collins and J. Smith. Voting nay: none. Motion carried.

3 (PC-2030) Discussion and consideration of approval of the proposed preliminary plat of the Mary Knowlin Estate, described as a part of the SW/4 of Section 8, T11N, R1W, addressed as 2500 Hand Road.

Staff presented a brief overview of this item. The applicant, Kathy Burley of 2541 Hand Rd., was present. There was general discussion about this item. A motion was made by Campbell, seconded by Hinton, to recommend approval of this item, subject to staff comments. Voting aye: Campbell, R. Smith, Hinton, Huskey, Collins, Greil and J. Smith. Voting nay: none. Motion carried.

4 (PC-2031) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit to allow the use of Group Residential in the R-6, Single Family Detached Residential district, for the property described as a part of the NW/4 of Section 34 T-11-N, R-2-W, located at 3612 Oak Grove Drive.

Staff presented a brief overview of this item. The applicant, Ella Jefferson-Speed of 3612 Oak Grove, was present. Sara Vick of 16326 Dry Water Dr., OKC and Net-Hetep Ta'Nesert of 11339 N. May, OKC were present with the applicant. The applicant stated that she did not know the Oxford House was operating when she made application and stated that the Oxford House serves men and her application is to serve women. Hinton asked about her previous application in 2012. The applicant stated she withdrew the application due to the protest. Ms. Vick stated that they hope to serve an underserved population. Ms. Ta'Nesert stated that there are many homeless veterans and there are many homes that serve men but few that serve women. She also stated that this would be a non-medical facility with rules. Lisa Acevedo of 3701 Ridgehaven spoke and stated that she was a part of the 2012 protest. Ms. Acevedo is also a veteran. She stated that the Ridgecrest neighborhood is a single family neighborhood and this application should be null and void as it does not meet the separation requirement from the Oxford House. She also expressed concerns about cars parked in the street. Sherry Dinkins of 3600 Oak Grove was present and expressed

concerns about homelessness for veteran women and supported the application. Gail Gauldin of 3612 Ridgehaven was present. She lives near the previous location of the Oxford House and said it was unpleasant. She questioned the need for a home for men and a home for women so close together. Dora Byer of 3628 N. Ridgewood was present and she lives next door to the current Oxford House. The only issue she has with the operation is the parking. She stated that she felt the entire community should be notified of such applications, not just neighbors within 300 feet. Don Bertot of 3520 Ridgehaven was present and suggested that the City or State provide housing for facilities like this that are not in residential areas. The applicant asked the Commission to consider her request and explained that she had gone around to neighbors and passed out fliers and talked to many. Ms. Vick stated that they will have a van and parking will not be an issue. Ms. Ta'Nesert stated that there would be rules, a curfew, no loud noise and residents would not be allowed to solicit from neighbors. There was general discussion about this item. A motion was made by Huskey, seconded by R. Smith to recommend denial of this request due to the proximity of the location to the Oxford House. Voting aye: Huskey, Campbell, Hinton, Greil, R. Smith, Collins and J. Smith. Voting nay: none. Motion carried.

5 (PC-2025) Public hearing with discussion and consideration of an ordinance to redistrict from C-3, Community Commercial, to C-4, General Commercial, for the property described as a part the SE/4 of Section 27, T12N, R2W, and addressed as 1145 N. Midwest Blvd.

Staff presented a brief overview of this item. The applicant, Jorge Mendros of 5800 N. Porter, Norman, was present. There was general discussion about this item. R. Smith and the City Engineer discussed the allowable modifications due to the floodway. The applicant stated that they just plan to put garage doors on the bays but do not plan to add any utilities to that area. A motion was made by R. Smith, seconded by Huskey to recommend approval of this item with the understanding that the applicant is aware of the floodway. Voting aye: Huskey, Campbell, Hinton, Greil, R. Smith, Collins and J. Smith. Voting nay: none. Motion carried.

6 (PC-2032) Discussion and consideration of approval of the proposed preliminary plat of Ryan's Ridge, described as a part of the SW/4 of Section 6, T11N, R1W, located at 10332 SE 10th Street.

Staff presented a brief overview of this item. The applicant, Kevin Ergenbright of 11524 Surrey Lane and his engineer, Aaron Hale of 10750 Myers Lane, Choctaw, were present. There was general discussion about this item. The applicant and his engineer discussed the requirements for detention and the calculations they have completed for the project. The applicant discussed waivers and variances that have been allowed in other subdivisions. He discussed the requirement for sidewalks and noted subdivisions that do not have sidewalks. The applicant stated he is requesting a waiver for the sidewalks and would consider making downstream improvements in lieu of sidewalks. Hinton noted the letters from neighbors who are experiencing drainage issues. A motion was made by R. Smith, seconded by Collins to recommend approval of this item subject to staff

comments. Voting aye: Huskey, Campbell, Hinton, Greil, R. Smith, Collins and J. Smith. Voting nay: none. Motion carried.

D. COMMISSION DISCUSSION: There was general discussion among the Commission and staff.

E. PUBLIC DISCUSSION: None.

F. FURTHER INFORMATION: None

There being no further matters before the Commission, motion to adjourn was made by R. Smith seconded by Huskey. Voting aye: Huskey, Campbell, Hinton, Greil, R. Smith, Collins and J. Smith. Voting nay: none. Motion carried.

The meeting adjourned at 8:38 p.m.

Stan Greil - Chairman
(KG)



MIDWEST CITY
MUNICIPAL AUTHORITY
AGENDA FOR
November 26, 2019



The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the City of Midwest City - Government Facebook page.



The recorded video will be available on YouTube and the City's website within 48 hours: Bit.ly/youtubemwc.



The meeting minutes and video can be found on the City's website in the Agenda Center: <https://midwestcityok.org/AgendaCenter>.



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



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



CITY OF MIDWEST MUNICIPAL AUTHORITY AGENDA

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

November 26, 2019 – 6:01 PM

- A. CALL TO ORDER.
- B. DISCUSSION ITEMS.
1. Discussion and consideration of approving the minutes of the regular November 12, 2019 meeting, as submitted. (Secretary - S. Hancock)
 2. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending October 31, 2019. (City Manager – T. Lyon)
- C. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- D. ADJOURNMENT.



DISCUSSION ITEMS



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

Midwest City Municipal Authority Minutes

November 12, 2019 – 6:01 PM

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

Chairman Matt Dukes called the meeting to order at 6:23 PM with the following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen and Jeff Moore with Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: none.

DISCUSSION ITEM.

1. **Discussion and consideration of approving the minutes of the regular October 22, 2019 meeting, as submitted.** Eads made a motion to approve the minutes, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION.

There was no new business or public discussion.

ADJOURNMENT.

After Staff addressed the Trustees, Chairman Dukes closed the meeting at 6:35 PM.

MATTHEW D. DUKES II, Chairman

ATTEST:

SARA HANCOCK, Secretary



THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, City Manager

DATE: November 26, 2019

RE: Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending October 31, 2019.

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 2019-2020	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Revenue												
Budgeted (MTD)	372,710	481,117	410,780	576,778								
Actual (MTD)	299,162	477,929	466,117	476,300								
Budgeted (YTD)	372,710	853,827	1,264,677	1,841,348								
Actual (YTD)	299,162	777,091	1,243,207	1,719,507								
Expenses												
Budgeted (MTD)	389,068	464,352	422,790	486,888								
Actual (MTD)	386,683	443,824	431,992	432,531								
Budgeted (YTD)	389,068	853,420	1,276,210	1,786,169								
Actual (YTD)	386,683	830,507	1,262,499	1,714,217								
Revenue vs. Expenses												
Budgeted (MTD)	(16,358)	16,765	(12,040)	66,812								
Actual (MTD)	(87,521)	34,105	34,125	24,582								
Budgeted (YTD)	(16,358)	407	(11,633)	55,179								
Actual (YTD)	(87,521)	(53,416)	(19,291)	5,290								
Key Indicators												
Hotel Room Revenue	220,117	251,110	234,069	235,244								
Food and Banquet Revenue	57,751	195,299	177,193	215,380								

Fiscal Year 2018-2019	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Revenue												
Budgeted (MTD)	341,442	447,668	431,838	532,961	405,584	317,691	266,291	392,463	591,214	522,635	569,632	461,272
Actual (MTD)	384,934	454,587	328,389	590,459	430,083	315,262	168,164	388,910	591,844	437,652	510,688	480,742
Budgeted (YTD)	341,442	789,110	1,220,948	1,753,909	2,159,493	2,477,184	2,743,475	3,135,938	3,727,152	4,249,787	4,819,419	5,270,691
Actual (YTD)	384,934	839,521	1,167,910	1,758,369	2,188,452	2,503,714	2,671,879	3,060,789	3,652,633	4,090,284	4,600,972	5,081,714
Expenses												
Budgeted (MTD)	418,478	449,923	421,755	478,040	410,232	400,674	351,565	381,945	501,702	469,862	497,663	426,201
Actual (MTD)	418,401	431,481	383,381	506,459	399,967	346,444	317,815	355,961	474,876	412,524	423,702	463,262
Budgeted (YTD)	418,478	863,401	1,285,156	1,763,196	2,173,428	2,574,102	2,925,667	3,307,612	3,809,314	4,279,176	4,776,839	5,203,040
Actual (YTD)	418,401	849,882	1,233,263	1,739,721	2,139,688	2,486,132	2,803,947	3,159,907	3,634,783	4,047,307	4,471,009	4,934,271
Revenue vs. Expenses												
Budgeted (MTD)	(77,036)	2,745	10,083	54,921	(4,648)	(82,983)	(85,274)	10,518	89,512	52,773	71,969	26,071
Actual (MTD)	(33,467)	23,106	(54,992)	84,000	30,117	(31,182)	(149,650)	32,950	116,968	25,127	86,986	17,480
Budgeted (YTD)	(77,036)	(74,291)	(64,208)	(9,287)	(13,935)	(96,918)	(182,192)	(171,674)	(82,162)	(29,389)	42,580	67,651
Actual (YTD)	(33,467)	(10,361)	(65,353)	18,648	48,764	17,582	(132,068)	(99,118)	17,850	42,977	129,963	147,443



NEW BUSINESS/
PUBLIC DISCUSSION





MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY
AGENDA FOR
NOVEMBER 26, 2019



The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the City of Midwest City - Government Facebook page.



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MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

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

November 26, 2019 - 6:02 PM

- A. CALL TO ORDER.
- B. DISCUSSION ITEMS.
1. Discussion and consideration of approving the minutes of the regular November 12, 2019 meeting, as submitted. (Secretary - S. Hancock)
 2. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance Director - C. Barron)
- C. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- D. EXECUTIVE SESSION.
1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(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. (Economic Development - R. Coleman)
- E. ADJOURNMENT.



DISCUSSION ITEMS



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

Midwest City Memorial Hospital Authority Minutes

November 12, 2019 – 6:02 pm

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

Chairman Matt Dukes called the meeting to order at 6:35 PM with the following members present: Trustees: Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, and Jeff Moore with Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: none.

DISCUSSION ITEMS.

1. **Discussion and consideration of approving the minutes of the regular October 22, 2019 meeting, as submitted.** Eads made a motion to approve the minutes, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.
2. **Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No action was 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 6:36 PM.

MATTHEW D. DUKES II, Chairman

ATTEST:

SARA HANCOCK, Secretary



Midwest City Memorial Hospital Authority
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1207/Fax (405) 739-1208
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Christy Barron, Finance Director

Date: November 26, 2019

Subject: Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

Jim Garrels, President, Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed or changes need to be made to the Statement of Investment Policy on short notice.

Action is at the discretion of the Authority.

Christy Barron
Finance Director



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





City Manager
100 N. Midwest Blvd.
Midwest City, OK 73110
tlyon@midwestcityok.org
Office: 405-739-1201
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Tim Lyon, City Manager

DATE: November 26, 2019

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.

Tim Lyon, City Manager



MIDWEST CITY SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA FOR November 26, 2019



The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the City of Midwest City - Government Facebook page.



The recorded video will be available on YouTube and the City's website within 48 hours: [Bit.ly/youtubemwc](https://bit.ly/youtubemwc).



The meeting minutes and video can be found on the City's website in the Agenda Center: <https://midwestcityok.org/AgendaCenter>.



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



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



MIDWEST CITY SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA

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

November 26, 2019 - 6:03 PM

A. CALL TO ORDER.

B. 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. (City Manager - T. Lyon)

C. DISCUSSION ITEMS.

1. Discussion and consideration of approving the minutes of the special November 12, 2019 meeting, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of entering into a contract to purchase Block Two (2), of Heritage Park Mall Re-Subdivision of Blocks 3, 4, and 5 of Miracle Mile Addition to the City of Midwest City, Oklahoma (a/k/a 6909 E Reno AV) from Transform Saleco, LLC, for One Million, Six Hundred Fifty Thousand Dollars (\$1,650,000); to authorize payment for the purchase price and Closing costs; and to authorize the Chairman to execute all documents associated with the transaction. (Economic Development - R. Coleman)

D. NEW BUSINESS/PUBLIC DISCUSSION.

E. ADJOURNMENT.



EXECUTIVE SESSION





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

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: T. Lyon, City Manager

DATE: November 26, 2019

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.

Appropriate information will be dispersed during the meeting. Action is at the Trustee's discretion.

Tim Lyon, City Manager



DISCUSSION ITEMS



A notice for the special Economic Development Authority meeting was filed with the City Clerk of Midwest City 48 hours prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Special Midwest City Economic Development Authority Meeting Minutes

November 12, 2019 – 6:03 pm

This meeting was held in the Midwest City Council Chambers at City Hall, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 6:36 PM with the following members present: Trustees: Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen and Jeff Moore with Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: none.

DISCUSSION ITEM.

1. **Discussion and consideration of approving the minutes of the special October 22, 2019 meeting, as submitted.** Eads made a motion to approve the minutes, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

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

EXECUTIVE SESSION.

1. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.** The executive session was not needed.

ADJOURNMENT. There being no further business, Chairman Dukes adjourned the meeting at 6:37 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary

Economic Development Director
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
rcoleman@midwestcityok.org
Office (405) 739-1218
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman Dukes and Trustees of the Economic Development Authority

From: Robert Coleman/Director of Economic Development

Date: November 26, 2019

Subject: Discussion and consideration of entering into a contract to purchase Block Two (2), of Heritage Park Mall Re-Subdivision of Blocks 3, 4, and 5 of Miracle Mile Addition to the City of Midwest City, Oklahoma (a/k/a 6909 E Reno AV) from Transform Saleco, LLC, for One Million, Six Hundred Fifty Thousand Dollars (\$1,650,000); to authorize payment for the purchase price and Closing costs; and to authorize the Chairman to execute all documents associated with the transaction.

The attached Contract for Sale outlines terms and conditions in accordance with our original offer. If approved, we estimate a Closing on the Property on or before December 15, 2019.

Please contact my office at (405) 739-1218 with any question.



ROBERT COLEMAN
Director of Economic Development

Attachments: Contract

PURCHASE AND SALE AGREEMENT

by and between

TRANSFORM SALECO LLC,
a Delaware limited liability company,

as Seller,

and

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY,

an Oklahoma public trust,

as Buyer

Site No. 1261, Midwest City, Oklahoma

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LIST OF EXHIBITS

- EXHIBIT A - Legal Description of Land
- EXHIBIT B - Form of Deed
- EXHIBIT C - Bill of Sale
- EXHIBIT D - Form of Escrow Agreement
- EXHIBIT E - Form of Assignment and Assumption of REAs

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT is made and entered into as of _____, 2019, by and between TRANSFORM SALECO LLC, a Delaware limited liability company (“**Seller**”), and MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY, an Oklahoma public trust (“**Buyer**”).

RECITALS:

A. Seller is the owner of the Land and the Improvements (as such terms are hereinafter defined), commonly known as 6909 East Reno Avenue, in the City of Midwest City, Oklahoma County, State of Oklahoma.

B. Seller has certain right, title and interest in and to the Personal Property (as such term is hereinafter defined).

C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of Seller’s right, title and interest in and to the Land, the Improvements and the Personal Property, upon and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE 1

DEFINITIONS

1.1 **Definitions.** When used herein, the following terms shall have the respective meanings set forth opposite each such term:

(a) **Access and Confidentiality Agreement.** That certain Access and Confidentiality Agreement dated August 2, 2019 by and between Seller and Buyer.

(b) **Agreement.** This Purchase and Sale Agreement, including the Recitals set forth above and the Exhibits attached hereto that are by this reference incorporated herein and made a part hereof.

(c) **Business Day.** A day that is not on a Saturday, Sunday or a holiday when banks are closed in Chicago, Illinois.

(d) **Buyer’s Broker.** NONE.

(e) **Buyer’s Indemnity.** As defined in Section 5.2.

(f) **Buyer’s Representatives.** Any and all officers, employees, agents, consultants, lenders and prospective lenders of Buyer.

(g) **Closing**. The closing of the sale and purchase transaction contemplated by this Agreement, as described in Article 11 of this Agreement.

(h) **Closing Date**. December 12, 2019, subject to extension if applicable, in Article 8 below, or on such other date as mutually agreed upon by the parties, at their discretion.

(i) **Contingency Period**. The period beginning on the Contract Date (the “**Contingency Commencement Date**”) and ending at 5:00 p.m., Chicago local time, on December 10, 2019.

(j) **Contract Date**. The date of mutual execution and delivery of a fully executed counterpart of this Agreement, which date shall be set forth in the introductory paragraph of this Agreement.

(k) **Deed**. That certain deed, in substantially the form attached hereto as **Exhibit B** hereto, to be delivered by Seller to Buyer at the Closing conveying all of Seller’s right, title and interest in and to the Land and the Improvements to Buyer, subject only to the Permitted Title Exceptions.

(l) **Due Diligence Approval Date**. The last day of the Contingency Period.

(m) **Due Diligence Materials**. All documents and materials relating to the Property to which Buyer has been given or had access. Except as otherwise expressly provided in this Agreement, Seller makes no warranties or representations concerning the information contained in the documents or materials delivered or made available to Buyer for review.

(n) **Earnest Money Deposit**. The sum of Fifty Thousand and No/100 Dollars (\$50,000), which shall be deposited by Buyer with Escrow Agent pursuant to Section 3.2 below. The “**Earnest Money Deposit**” or “**Earnest Money**” means the then current amount of earnest money required to then be on deposit with Escrow Agent, together with any interest earned thereon, net of investment charges.

(o) **Environmental Laws**. All current and future federal, state and local statutes, regulations, ordinances, judgments, decrees and rules relating to (i) the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; (ii) the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; or (iii) the protection of human health, safety or the indoor or outdoor environment, including without limitation, the Clean Air Act, the Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act and the Occupational Safety and Health Act, all amendments thereto, all regulations promulgated thereunder, and their state or local statutory and regulatory counterparts.

(p) **Escrow Agent.** Chicago Title Oklahoma, 210 Park Avenue, Suite 210, Oklahoma City, Oklahoma 73102 Attention: Dawn Brooks, Telephone: (405) 810-2433, Fax: (405) 810-5727, Email: dawnb@ctt.com.

(q) **Hazardous Material.** Any solid, liquid or gaseous substance, chemical, compound, product, byproduct, waste or material that is or becomes regulated, defined or designated by any applicable federal, state or local governmental authority or by any Environmental Law as hazardous, extremely hazardous, imminently hazardous, dangerous or toxic, or as a pollutant or contaminant, and shall include, without limitation, asbestos, asbestos-containing material, polychlorinated biphenyls, and oil, petroleum, petroleum products and petroleum byproducts.

(r) **Improvements.** Seller's interest in the building (the "**Building**") and any other structures or improvements situated or located on the Land but excluding any utility or other facilities owned by parties who have been granted easements and other occupancy rights to the Real Property.

(s) **Inspections.** As defined in Section 5.2.

(t) **Land.** The land legally described on **Exhibit A** attached hereto and incorporated herein by this reference.

(u) **Mandatory Cure Items.** Any delinquent real property taxes or special assessments with respect to the Real Property, any undisputed judgment liens against Seller encumbering the Real Property, and any voluntary monetary liens (*i.e.*, deeds of trust or mortgages or mechanic's liens affecting the Real Property and arising out of the acts of Seller)(collectively, "**Mandatory Cure Items**").

(v) **Permitted Title Exceptions.** Any and all exceptions to title to the Property and other matters (i) disclosed or referenced in the Title Commitment or in any updated Title Commitment issued prior to the end of the Contingency Period (other than Mandatory Cure Items), to the extent approved or deemed approved by Buyer pursuant to Article 4 hereof, or (ii) disclosed or referenced in any Updated Survey (defined below) (or that would be disclosed in any Updated Survey had Buyer so obtained same), to the extent approved or deemed approved by Buyer pursuant to Article 4 hereof, or (iii) arising out of the acts or omissions of Buyer, any Buyer's Representatives and any other parties claiming by, through or under Buyer or acting on behalf of Buyer.

(w) **Personal Property.** All machinery, supplies, equipment, fixtures, furnishings and other tangible personal property owned and abandoned by Seller and located in or on the Real Property or the Improvements as of the Contract Date.

(x) **Phase I Study.** As defined in Section 5.2.

(y) **Property.** Collectively, the Real Property and the Personal Property.

(z) **Purchase Price.** One Million Six Hundred Fifty Thousand and No/100 Dollars (\$1,650,000), plus or minus prorations as described in this Agreement.

(aa) **Real Property.** Seller's ownership interest in and to the Land, together with Seller's right, title and interest in and to the Improvements, together with any and all right, title and interest of Seller in and to all systems, facilities, fixtures, machinery, equipment and conduits to provide fire protection, security, heat, exhaust, ventilation, air-conditioning, electrical power, light, plumbing, refrigeration, gas, sewer, water and other utilities servicing the Land and Improvements (including all replacements or additions thereto between the Contract Date and the Closing Date); any and all assignable right, title and interest of Seller in and to all privileges, rights, options, easements, hereditaments and appurtenances thereto belonging; and any and all assignable right, title and interest of Seller in and to any streets, alleys, passages and other rights-of-way included therein or adjacent thereto (before or after any vacation thereof).

(bb) **Seller's Broker.** RetailUnion

(cc) **Seller Indemnified Parties.** Seller, Seller's predecessors-in-interest, and Seller's officers, directors, shareholders, partners, members, managers, affiliates, tenants, contractors, subcontractors, consultants, attorneys, agents and employees and their respective parents, subsidiaries, affiliates, successors and assigns.

(dd) **Title Commitment.** That certain Commitment for Title Insurance issued by Chicago Title Insurance Company (NCS No. 710701900696), which is included as part of the Due Diligence Materials.

(ee) **Title Company.** Chicago Title Oklahoma, at the same address as for Escrow Agent, Attn: Dawn Brooks, Telephone: (405) 810-2433, Fax: (405) 810-5727, Email: dawnb@ctt.com.

(ff) **Title Policy.** A standard ALTA Owner's Title Insurance Policy covering the Land and Buildings, issued by Chicago Title Insurance Company pursuant to the Title Commitment, including all standard and general exceptions and exclusions raised in such form of owner's policy.

ARTICLE 2

PURCHASE AND SALE

2.1 **Purchase and Sale.** Subject to the conditions and on the terms contained in this Agreement:

(a) Buyer agrees to purchase and acquire from Seller, and Seller agrees to sell and transfer to Buyer the Land and Building, and all other right, title and interest of Seller in any other Improvements, by the Deed.

(b) Buyer agrees to purchase and acquire from Seller, and Seller agrees to sell, convey, assign and transfer to Buyer, all of Seller's right, title and interest in and to the Personal Property, by good and sufficient quit-claim bill of sale, specifically excluding any warranties of quality, merchantability or fitness for a particular purpose.

ARTICLE 3

INDEPENDENT CONSIDERATION; DEPOSIT AND PURCHASE PRICE

3.1 **Independent Consideration.** Concurrently with the execution and delivery of this Agreement, Buyer has delivered to Seller and Seller hereby acknowledges the receipt of funds in the amount of Three Hundred Dollars (\$300.00) (the “**Independent Contract Consideration**”), which amount the parties bargained for and agreed to as consideration for Buyer’s right to inspect and purchase the Property pursuant to the Access and Confidentiality Agreement and this Agreement and for Seller’s execution, delivery and performance of this Agreement. The Independent Contract Consideration is in addition to and independent of any other consideration or payment provided in this Agreement, is nonrefundable, and is fully earned and shall be retained by Seller notwithstanding any other provision of this Agreement.

3.2 **Earnest Money Deposit in Escrow.** Within one (1) Business Day after the Contract Date, (i) the parties shall establish a strict joint order escrow with Escrow Agent and enter into an Escrow Agreement with Escrow Agent in the form attached hereto as **Exhibit D** (the “**Escrow Agreement**”), and (ii) Buyer shall cause the Earnest Money to be deposited with Escrow Agent by means of a certified check, cashier’s check or wire transfer of collected federal funds in such joint order escrow (and if Buyer fails to so timely deposit the Earnest Money then, without limitation of other remedies available to Seller on account of such default, Seller shall have the right to immediately terminate this Agreement and all further rights and obligations hereunder (other than those that, pursuant to the terms of this Agreement, expressly survive any termination of this Agreement), by written notice thereof to Buyer). From and after the expiration of the Contingency Period, the Earnest Money Deposit shall be deemed earned by Seller and shall be completely non-refundable to Buyer, except as otherwise expressly provided herein. Buyer, at its option, may direct Escrow Agent to invest the entire Earnest Money Deposit on its behalf in compliance with Escrow Agent’s standard investment instructions and any investment fees charged by Escrow Agent shall be the sole responsibility of Buyer. The Earnest Money Deposit shall be applied against the Purchase Price at Closing, as more specifically provided in Section 3.3 below. The parties shall direct Escrow Agent to disburse the Earnest Money Deposit to the party entitled to the same as set forth in this Agreement, or as otherwise provided in Section 3.4 below. Upon any refund of the Earnest Money Deposit to Buyer in accordance with this Agreement, at Seller’s request, Buyer shall execute and deliver to Seller an instrument in recordable form that disclaims any and all continuing right, title and interest in and to the Property.

3.3 **Purchase Price and Handling of Earnest Money Deposit.** At the Closing, upon the terms and conditions set forth in this Agreement, Buyer shall pay the Purchase Price, subject to prorations and adjustments, by wire transfer of collected federal funds. The Earnest Money Deposit shall be (i) paid to Seller and applied against the Purchase Price at Closing, or (ii) disbursed in accordance with the terms of this Agreement if Closing does not occur as contemplated hereby, subject to the provisions contained in Section 3.2.

3.4 **Closing Escrow.** On or prior to the Closing Date, the parties shall establish a closing escrow with the Escrow Agent through which the transaction contemplated hereby shall be closed. Upon opening of said escrow, the Earnest Money Deposit shall be disbursed from the above-described strict joint order escrow with Escrow Agent and deposited in the closing escrow.

The escrow instructions for the closing escrow shall be in the form customarily used by Escrow Agent with such special provisions added thereto as may be required to conform to the provisions of this Agreement. Said closing escrow shall be auxiliary to this Agreement and this Agreement shall not be merged into nor in any manner superseded by said closing escrow.

ARTICLE 4

TITLE AND SURVEY

4.1 **Title.** Seller has made available to Buyer, as part of the Due Diligence Materials, the Title Commitment. Buyer shall have the right to review the Title Commitment and all exceptions to title referenced in the Title Commitment and object to any matters reflected on the Title Commitment or any Updated Survey, by delivering written notice thereof to Seller on or before the date that is five (5) Business Days after the Contract Date. Except for Mandatory Cure Items, Seller may, but shall have no obligation to, have any exceptions to title referenced in the Title Commitment and so objected to by Buyer or any exceptions to any Updated Survey so objected to by Buyer, removed from the Title Commitment or Updated Survey (as the case may be) or insured or endorsed over by the Title Company. Notwithstanding anything contained in this Agreement to the contrary, it is agreed that any Mandatory Cure Items disclosed on the Title Commitment shall be automatically deemed unpermitted exceptions, and Seller shall cause all such Mandatory Cure Items disclosed in the Title Commitment to be removed therefrom or insured or endorsed over by the Title Company on or before the Closing Date. If Seller fails to cause the Title Company to have all exceptions to the Title Commitment or any Updated Survey so objected to by Buyer removed (or committed to be removed by the Title Company) from the Title Commitment or removed from the Updated Survey (as the case may be) or committed to be insured or endorsed over by the Title Company in a manner acceptable to Buyer, on or before the Due Diligence Approval Date, Buyer may elect, by written notice delivered to Seller on or before the expiration of the Contingency Period, as its sole and exclusive recourse, to either (i) terminate this Agreement, in which event the Earnest Money Deposit shall be returned to Buyer, all obligations of the parties hereunder shall terminate (other than those matters that expressly survive any early termination of this Agreement), and this Agreement shall otherwise have no further force and effect, or (ii) accept title to the Property subject to all such exceptions that the Title Company has not so removed (or committed to be removed) or committed to insure or endorse over or that were not so removed from any Updated Survey (as the case may be), all of which shall thereafter be deemed “Permitted Title Exceptions,” hereunder; provided, however, that with respect to any Mandatory Cure Items disclosed on the Title Commitment, Seller shall not be obligated to have the Title Company remove (or commit to remove) or commit to insure or endorse over same prior to the Due Diligence Approval Date and, instead, Seller shall be required to have same removed or insured or endorsed over by the Title Company on or prior to the Closing Date at no additional cost to Buyer. Buyer’s failure to make either election on or before the expiration of the Contingency Period shall be deemed an election under clause (ii) above, and on the Closing Date, Seller shall cause the Title Company to issue the Title Policy (and/or “marked-up” title commitment unconditionally committing the Title Company to issue such Title Policy) to Buyer, pursuant to and in accordance with the Title Commitment, insuring Buyer’s fee simple title in the Land and the Improvements thereon as of the Closing Date, subject only to the Permitted Title Exceptions. Buyer shall have the right, at any time prior to Closing, to cause the Title Company to issue such endorsements (“**Buyer Endorsements**”) to the Title Policy as Buyer shall deem

necessary (including, without limitation so-called “extended coverage”, if available in the jurisdiction where the Property is located), at Buyer’s sole cost and expense, Seller shall have no obligation to obtain such Buyer Endorsements, to incur any additional costs or liabilities in connection with procuring such Buyer Endorsements or to obtain any consents, approvals or estoppel certificates from third parties in connection with procuring such Buyer Endorsements, and Buyer’s ability or inability to obtain such Buyer Endorsements shall not constitute a condition precedent to Buyer’s obligations under this Agreement. Any matter of title that is not otherwise a Permitted Title Exception hereunder and that is timely objected to by Buyer in accordance with this Section 4.1 shall be herein collectively referred to as the “**Title Objections.**”

4.2 **Survey.** Buyer and Seller agree that, prior to the Closing Date, Buyer may obtain, at its expense, one or more new or updated surveys of the Land (in any such case, an “**Updated Survey**”). If this Agreement has not been terminated on or before to the end of the Contingency Period, pursuant to Section 4.1 above or Section 5.3 below, then all matters disclosed on any Updated Survey (or that would be disclosed on any Updated Survey), other than items removed therefrom or insured or endorsed over in the Title Commitment prior to the end of the Contingency Period as expressly provided in Section 4.1 above, shall be deemed Permitted Title Exceptions hereunder.

4.3 **Updated Title Commitments.**

(a) If any update or continuation of the Title Commitment first issued by the Title Company for the Property after the Contingency Period shall include any additional matters of title that are not otherwise Permitted Title Exceptions hereunder, Buyer shall not have the right to object to such matters. Any such additional matter of title (other than any Mandatory Cure Item) shall be deemed to be a Permitted Title Exception hereunder.

(b) Without limitation of Seller’s obligation with respect to Mandatory Cure Items, as set forth in Section 4.1 above, it is agreed that, notwithstanding anything to the contrary that may be contained in or implied by any other provision of this Agreement, in no event shall Seller be obligated, and nothing herein shall be construed to require Seller, to incur any cost, expense or liability, make any payment, take any action, or commence or prosecute any action or proceeding, to cause the release, removal, cure, discharge or other satisfaction of any Title Objection or Title Objections.

(c) Seller may cure any Title Objection or other matter of title subject to which Buyer is not obligated to accept title hereunder, by causing the Title Company, at Seller’s expense, to insure or endorse over the Title Objection or other matter or to remove, delete or omit such Title Objection or other matter, from the Title Policy relating to the Property, whether such action by the Title Company is taken due to a payment, bonding, an indemnity or any other reason or no reason. In such event, such Title Objection or other matter shall be deemed released, removed, cured, discharged and satisfied for all purposes under this Agreement.

(d) Seller shall not be obligated to cure any Title Objection or other matter asserted by Buyer if such Title Objection or other matter is a Permitted Title Exception or is otherwise a matter subject to which Buyer is or becomes obligated to accept title pursuant

to the provisions of this Agreement, and Buyer agrees it shall accept title subject to such matters.

ARTICLE 5

DUE DILIGENCE

5.1 **Due Diligence Materials.** The parties hereby acknowledge that Seller has made available to Buyer in Seller's electronic online data room for the Property copies of the Due Diligence Materials. Except as otherwise expressly set forth in this Agreement, Seller makes no representation or warranty concerning the accuracy or completeness of any of the Due Diligence Materials.

5.2 **Inspection.** During the Contingency Period (but ending, in any event, as of any earlier termination of this Agreement), Seller shall permit Buyer and Buyer's Representatives access to, entry upon and the opportunity to examine, inspect, measure and test the Real Property (herein collectively, the "**Inspections**") in accordance with and subject to the terms and provisions of the Access and Confidentiality Agreement and the terms and provisions of this Agreement. The terms and provisions of the Access and Confidentiality Agreement are hereby incorporated herein by reference with the same force and effect as if set forth herein in their entirety. Any matters that survive any termination of the Access and Confidentiality Agreement shall also survive any termination of this Agreement. Nothing contained in this Section 5.2 shall limit the parties' rights and obligations under the Access and Confidentiality Agreement, but to the extent there is any conflict and/or inconsistency between the terms and provisions of this Agreement and the terms and provisions of the Access and Confidentiality Agreement, the terms and provisions of this Agreement shall govern and control. From and after the Due Diligence Approval Date through the Closing (or any earlier termination of this Agreement), Buyer's Representatives may not perform any additional Inspections without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Any entry by Buyer's Representatives upon the Real Property permitted hereunder shall be in compliance with all permits, codes, regulations, rules, laws, statutes and other requirements of any governmental body, agency or authority having jurisdiction over the Property and any private covenants, restrictions and easements of record. Any invasive testing of the Real Property (including the scope thereof and the identity of the Buyer's Representatives performing such testing) shall require Seller's consent, which consent may be withheld in Seller's sole discretion (it being agreed, however, that standard inspections for a customary Phase I environmental site assessment of the Property (the "**Phase I Study**") shall be permitted). The costs of conducting and obtaining any such Phase I Study or of otherwise performing any other Inspections shall be the sole responsibility of Buyer. If Buyer fails to close the transactions contemplated by this Agreement for any reason, or in any case, upon Seller's written request therefor from time to time, Buyer shall promptly deliver to Seller a copy of any written report or study relating to the Property prepared for Buyer by any third party consultant or other third party Buyer Representative that has been received by Buyer. Buyer shall not cause or permit any mechanic's liens, materialmen's liens or other liens to be filed against the Property as a result of the Inspections. All Inspections shall be performed in a manner that will not disturb the ongoing operations at the Real Property, nor cause any damage, loss, disturbance to business, cost or expense to, or claims against, Seller or the Property and Buyer shall promptly repair and restore all damage to the Property caused by Buyer or any of Buyer's Representatives. Prior to Closing

(or any earlier termination of this Agreement), Buyer shall not approach, contact or involve itself in any discussions or negotiations with any party to any agreement related to the Property, including, without limitation, any parties to any of the Permitted Title Exceptions, without Seller's prior written consent and without Seller or its representative being present thereat. Buyer shall in no event (i) request or initiate any inspections of the Property by any governmental or quasi-governmental entities or agencies, or (ii) involve itself in any discussions with governmental or quasi-governmental entities) concerning the Property without Seller being present at such discussions and pre-approving (in its sole discretion) the scope and content of such discussions. Nothing herein shall be deemed to restrict Buyer from causing a PZR or similar report to be obtained with respect to the Property. Buyer shall, at its own expense, promptly repair and restore any damage to the Property caused by the prior or any subsequent entry upon the Land or Improvements by Buyer or the other Buyer's Representatives. Seller acknowledges that as part of Buyer's Inspection, Buyer may have the fire suppression system inspected by a licensed contractor ("**Licensed Contractor**") at Buyer's sole cost. If, prior to Closing (i) Buyer's Licensed Contractor inspects the fire suppression system for the Property and determines that said fire suppression system requires repair, and (ii) Buyer submits to Seller and to Escrow Agent the Licensed Contractor's written estimate for such repair ("**Estimate**"), then the amount of the Estimate, up to a maximum amount of One Thousand Dollars (\$1,000), shall be credited to Buyer upon Closing.

BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AND THE SELLER INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL LIENS, ACTIONS, LOSSES, COSTS, DAMAGES, CLAIMS, LIABILITIES, EXPENSES, PENALTIES, FINES, INTEREST OR SUITS (INCLUDING LITIGATION EXPENSES AND COURT COSTS AND REASONABLE ATTORNEYS' FEES) BROUGHT, SOUGHT OR INCURRED BY OR AGAINST ANY OF THE SELLER INDEMNIFIED PARTIES RESULTING FROM, ARISING OUT OF, OR IN ANY WAY RELATING TO, ENTRY UPON THE REAL PROPERTY BY BUYER OR ANY OF THE OTHER BUYER'S REPRESENTATIVES OR OTHERWISE IN ANY WAY RELATED TO ANY OF BUYER'S INSPECTIONS OR INVESTIGATIONS OF THE PROPERTY, WHETHER CONDUCTED PRIOR TO, AS OF OR SUBSEQUENT TO THE CONTRACT DATE, OR ANY VIOLATION OF THE PROVISIONS OF THIS SECTION 5.2 OR THE ACCESS AND CONFIDENTIALITY AGREEMENT. The foregoing indemnification and repair and restoration obligations (herein collectively referred to as "**Buyer's Indemnity**") shall expressly survive the Closing or any earlier termination of this Agreement.

5.3 **Due Diligence Termination.** The obligation of Buyer to close the transaction contemplated hereby is subject to Buyer's review of, approval of and satisfaction with, at its sole cost and expense, on or before the Due Diligence Approval Date, the Due Diligence Materials, the results of the Inspections and all other matters respecting Buyer's investigation of the Property. If Buyer, in its sole and absolute discretion, is not satisfied with any of the foregoing matters, then Buyer shall have the right to terminate this Agreement by delivery to Seller of written unconditional notice thereof (a "**Termination Notice**") delivered at any time prior to 5:00 p.m., Central Standard Time, on the Due Diligence Approval Date, in which event, provided that Buyer is not in default under this Agreement, the Earnest Money Deposit shall promptly be returned to Buyer, this Agreement shall become null and void and neither party shall have any further rights and obligations hereunder (subject, however, to survival of Buyer's Indemnity and other matters herein that expressly survive any termination of this Agreement). Buyer's failure to timely deliver

a Termination Notice as provided in this Section 5.3 shall be deemed a waiver of Buyer's contingencies described in this Section 5.3 (and a waiver of all contingencies elsewhere in this Agreement that were to be satisfied or waived on or before the end of the Contingency Period, including without limitation, the contingencies under Sections 4.1 and 4.2 above) and an election of Buyer to proceed to close the transaction contemplated by this Agreement as provided herein, and the Earnest Money Deposit shall be deemed non-refundable (except as otherwise expressly provided in this Agreement). Buyer hereby acknowledges that (i) it has had, and/or through the end of the Contingency Period it shall have, ample opportunity to review and analyze the Property, Due Diligence Materials, the Title Commitment, any Updated Survey, the results of the Inspections and all other matters respecting the Property, and (ii) in the event this Agreement is not otherwise terminated by Buyer prior to the end of the Contingency Period, as permitted under this Section 5.3, then any future Inspections Buyer may conduct following the Contingency Period (with Seller's approval, as herein provided) are solely being permitted as an accommodation to Buyer and the results of same shall in no event be deemed to grant Buyer any further contingency under this Agreement or serve as the basis for any right of Buyer to terminate this Agreement (except as expressly provided otherwise in this Agreement).

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

6.1 **Representations and Warranties of Seller.** To induce Buyer to execute, deliver and perform this Agreement, Seller hereby represents and warrants to Buyer the following on and as of the Contract Date:

(a) **Authority.** Seller is a duly organized and validly existing limited liability company in good standing under the laws of the State of Delaware. Seller has, or will have on the Closing Date, full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, and all required action and approvals therefor have been or will be on the Closing Date, duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.

(b) **No Conflict or Violation.** Neither the execution, delivery or performance of this Agreement by Seller, nor the consummation of the transactions contemplated hereby will (a) violate or conflict with any provision of the organizational documents of Seller, or (b) violate any order, judgment, injunction, award or decree of any court or arbitration body, of which Seller has knowledge and by or to which Seller or the Property is or may be bound or subject.

(c) **Leases.** To Seller's knowledge, except as may be reflected in the Title Commitment or Due Diligence Materials, there are no other leases, tenancies, licenses or other rights of occupancy or use for any portion of the Property.

(d) **OFAC.** Seller is not, nor will it become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of

Foreign Asset Control of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

(e) **Anti-Bribery Laws.** Seller has not undertaken or participated in any unlawful act that may have the intent, object or effect of contravening any provision of any applicable anti-bribery or anti-corruption laws or regulations or provisions enacted in any jurisdiction, including U.S. Foreign Corrupt Practices Act Anti-Bribery Laws (collectively, "**Anti-Bribery Laws**"). Seller has not made or offered, or promised to make or offer, or otherwise authorized or condoned, the payment or giving of any bribe, rebate, payoff, facilitation payment, kickback or other unlawful payment or gift of money or anything of value which is prohibited under any Anti-Bribery Laws in connection with this transaction.

6.2 **Limitations.** Seller's liability for breaches of the representations and warranties contained in this Agreement and for other matters shall be limited as follows:

(a) **Generally.** All representations and warranties of Seller set forth in Section 6.1 above, as well as Buyer's right to enforce its remedies hereunder for any breach of the same, shall survive the Closing for six (6) months. Buyer must give notice in writing to Seller of such claim, in reasonable detail and commence a claim therefor in a court of competent jurisdiction not later than thirty (30) day after the expiration of such 6-month period. If Buyer has knowledge, through its due diligence investigations or otherwise, that any of the representations or warranties made by Seller under this Agreement were not true or correct when made or that Seller breached a covenant hereunder prior to the Closing Date, and if Buyer nevertheless closes the transaction contemplated by this Agreement, then Buyer shall be deemed to have waived any such representation and warranty or covenant breach (as applicable) and shall have no further claim against Seller with respect thereto. Further, Buyer's remedies hereunder shall be subject to the limitations set forth in Section 12.2 below.

(b) **Seller's Knowledge.** As used herein, the phrase "**to Seller's knowledge**" and words of similar import shall mean the actual knowledge as of the date when the subject representation and warranty making reference to such phrase is being made hereunder, of Roger A. Puerto.

(c) **Buyer's Knowledge.** For purposes hereof, Buyer's "**knowledge**" or "**actual knowledge**" shall be deemed to be the actual knowledge of Matthew D. Dukes, II, being the Chairman of Buyer, after inquiry of those employees and consultants of Buyer that have conducted the due diligence investigation on behalf of Buyer, provided that such individual shall also be deemed to have actual knowledge of all matters disclosed by the Due Diligence Materials and any other documentation of Seller that was delivered to, or made available for review by, Buyer, and of all matters disclosed by any of Buyer's Inspections conducted by Buyer or Buyer's Representatives pursuant to the Access and Confidentiality Agreement or this Agreement. If Buyer has knowledge (including any deemed knowledge, as aforesaid), as of the end of the Contingency Period, of any

inaccuracy of a representation or warranty made by Seller hereunder, then the subject representation or warranty, for all purposes of this Agreement, shall be automatically deemed modified to incorporate the matters so known or deemed known by Buyer.

6.3 **Representations and Warranties of Buyer**. To induce Seller to execute, deliver and perform this Agreement, Buyer hereby represents and warrants to Seller the following on and as of the Contract Date:

(a) **Authority**. Buyer is a duly organized and validly existing public trust in good standing under the laws of the State of Oklahoma. Buyer has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Buyer pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Buyer are and shall be duly authorized to sign the same on Buyer's behalf and to bind Buyer thereto.

(b) **No Conflict or Violation**. Neither the execution, delivery or performance by Buyer of this Agreement, nor the consummation of the transaction contemplated hereby will: (a) violate or conflict with any provision of Buyer's organizational documents; or (b) violate any order, judgment, injunction, award or decree of any court or arbitration body, or any other body, by or to which Buyer is or may be bound or subject.

(c) **OFAC**. Buyer is not, nor will it become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

(d) **Anti-Bribery Laws**. Buyer has not undertaken or participated in any unlawful act that may have the intent, object or effect of contravening any provision of any applicable Anti-Bribery Laws. Buyer has not made or offered, or promised to make or offer, or otherwise authorized or condoned, the payment or giving of any bribe, rebate, payoff, facilitation payment, kickback or other unlawful payment or gift of money or anything of value that is prohibited under any Anti-Bribery Laws in connection with this transaction.

All representations and warranties of Buyer set forth in this Section 6.3 shall survive the Closing.

6.4 **AS-IS**. EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 6.1 ABOVE AND IN SECTION 7.1 BELOW, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT OR EMPLOYEE THEREOF REGARDING THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ITS PHYSICAL CONDITION, ITS SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS COMPLIANCE WITH LAWS, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LAWS, OR THE

ABSENCE OF HAZARDOUS SUBSTANCES THEREUPON), AND SELLER EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, EXCEPT FOR ANY LIMITED WARRANTIES CONTAINED IN SECTION 6.1 ABOVE AND IN SECTION 7.1 BELOW. BUYER SHALL ACCEPT THE PROPERTY IN ITS "AS IS", "WHERE IS", "WITH ALL FAULTS" CONDITION, AND SELLER HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF THE DUE DILIGENCE MATERIALS OR ANY OTHER MATERIALS, DATA OR OTHER INFORMATION DELIVERED OR MADE AVAILABLE BY SELLER TO BUYER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY.

BUYER ACKNOWLEDGES THAT IT IS A SOPHISTICATED REAL ESTATE BUYER WHO HAS HAD OPEN ACCESS TO, AND SUFFICIENT TIME TO REVIEW, ALL INFORMATION, DOCUMENTS, AGREEMENTS, STUDIES AND TESTS RELATING TO THE PROPERTY THAT BUYER DEEMED OR DEEMS NECESSARY TO REVIEW IN ITS SOLE DISCRETION, AND HAS OR HEREAFTER SHALL HAVE HAD THE OPPORTUNITY TO CONDUCT A COMPLETE AND THOROUGH INSPECTION, ANALYSIS AND EVALUATION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL TESTING PERMITTED PURSUANT TO SECTION 5.2 AND THE ACCESS AND CONFIDENTIALITY AGREEMENT. BUYER HEREBY RELEASES THE SELLER INDEMNIFIED PARTIES AND THEIR RESPECTIVE AGENTS AND EMPLOYEES, FROM ANY AND ALL LIABILITY, RESPONSIBILITY, CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RELATED TO (A) THE CONDITION OF THE PROPERTY, WHETHER PATENT OR LATENT, OR ITS SUITABILITY FOR ANY PURPOSE, (B) ANY USE BY BUYER OF ANY OF THE DUE DILIGENCE MATERIALS, (C) BUYER'S ABILITY OR INABILITY TO OBTAIN OR MAINTAIN TEMPORARY OR FINAL CERTIFICATES OF OCCUPANCY, PERMITS OR OTHER LICENSES FOR THE USE OR OPERATION OF THE PROPERTY, (D) THE ACTUAL OR POTENTIAL INCOME OR PROFITS TO BE DERIVED FROM THE PROPERTY, (E) THE REAL ESTATE OR OTHER TAXES OR SPECIAL ASSESSMENTS, NOW OR HEREAFTER PAYABLE WITH RESPECT TO THE PROPERTY, (F) BUYER'S ABILITY OR INABILITY TO DEMOLISH THE IMPROVEMENTS OR DEVELOP THE REAL PROPERTY, OR (G) ANY OTHER MATTER RELATING TO THE PROPERTY.

BUYER HAS UNDERTAKEN OR HEREAFTER SHALL HAVE HAD THE OPPORTUNITY TO UNDERTAKE SUCH INVESTIGATION AS BUYER DEEMED OR DEEMS NECESSARY TO MAKE BUYER FULLY AWARE OF THE CONDITION OF THE PROPERTY AS WELL AS ALL FACTS, CIRCUMSTANCES AND INFORMATION WHICH MAY AFFECT THE USE AND OPERATION OF THE PROPERTY, AND BUYER COVENANTS AND WARRANTS TO SELLER THAT BUYER HAS RELIED AND SHALL RELY, EXCEPT TO THE EXTENT OF SELLER'S REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 6.1 ABOVE AND IN SECTION 7.1 BELOW, SOLELY ON BUYER'S OWN DUE DILIGENCE INVESTIGATION IN DETERMINING TO

PURCHASE THE PROPERTY. THE PROVISIONS OF THIS SECTION 6.4 SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT AND SHALL BE DEEMED TO BE INCORPORATED INTO THE CLOSING DOCUMENTS TO BE DELIVERED AT CLOSING.

6.5 **Release.** WITHOUT LIMITING THE PROVISIONS OF SECTION 6.4 ABOVE, AS A CONTINUING OBLIGATION SURVIVING THE CLOSING AND THE TRANSFER AND CONVEYANCE OF THE PROPERTY HEREUNDER, BUYER HEREBY ACKNOWLEDGES AND AGREES THAT, EFFECTIVE UPON CLOSING, BUYER SHALL BE DEEMED TO HAVE COVENANTED AND AGREED TO RELEASE SELLER AND SELLER'S INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, CLAIM, COSTS AND EXPENSE (INCLUDING, WITHOUT LIMITATION, ACTUAL REASONABLE ATTORNEYS' FEES, CHARGES AND COSTS) AND ANY OTHER LIABILITY WHATSOEVER, WHETHER FORESEEN OR UNFORESEEN, ARISING OUT OF OR RELATING TO THE PHYSICAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF (INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION OF THE PROPERTY), REGARDLESS OF WHETHER SUCH CONDITION AROSE OR CAME INTO EXISTENCE BEFORE, ON OR AFTER THE CLOSING DATE. WITHOUT LIMITING THE FOREGOING, FROM AND AFTER THE EXECUTION OF THIS AGREEMENT, THE PROVISIONS OF THIS SECTION 6.5 SHALL CONTINUE TO BE EFFECTIVE WITH RESPECT TO EACH SELLER'S INDEMNIFIED PARTY IRRESPECTIVE OF WHETHER THEREAFTER SUCH SELLER INDEMNIFIED PARTY ASSIGNS OR HAS PURPORTED TO ASSIGN OR OTHERWISE DISPOSE OF ITS INTEREST OR ANY PORTION OF ITS INTEREST, UNDER THIS AGREEMENT OR IN THE PROPERTY. THE PROVISIONS OF THIS SECTION 6.5 SHALL SURVIVE THE CLOSING. THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESSED TERMS AND PROVISIONS, INCLUDING THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION. BUYER ACKNOWLEDGES AND AGREES THAT IT HAS BEEN REPRESENTED BY LEGAL COUNSEL OF ITS CHOICE IN CONNECTION WITH THIS AGREEMENT, AND THAT SUCH COUNSEL HAS EXPLAINED TO BUYER THE PROVISIONS OF THIS SECTION 6.5. BY INITIALING BELOW, BUYER CONFIRMS IT HAS AGREED TO THE PROVISIONS OF THIS SECTION 6.5.

BUYER'S INITIALS

ARTICLE 7

BROKERAGE

7.1 **Brokerage.** Seller hereby represents and warrants to Buyer that Seller has not dealt with any broker or finder with respect to the transaction contemplated hereby other than Seller's Broker. Seller hereby agrees to indemnify, defend and hold harmless Buyer for any claim for brokerage commission or finder's fee asserted by any person, firm or corporation claiming to have been engaged by Seller. Buyer hereby represents and warrants to Seller that Buyer has not dealt

with any broker or finder in respect to the transaction contemplated hereby other than Seller's Broker and Buyer's Broker. Buyer hereby agrees to indemnify, defend and hold harmless Seller for any claim for brokerage commission or finder's fee asserted by any person, firm or corporation claiming to have been engaged by Buyer other than Buyer's Broker. Seller agrees to pay a brokerage commission to Seller's Broker, if any, pursuant to a written agreement between Seller and Seller's Broker. A brokerage commission shall be paid to Buyer's Broker pursuant to a written agreement(s) between Seller or Seller's Broker and Buyer's Broker. The provisions of this Section 7.1 shall survive Closing.

ARTICLE 8

CONDITIONS PRECEDENT

8.1 **Conditions Precedent to the Obligations of Buyer.** Buyer's obligation to acquire the Property pursuant to this Agreement shall be subject to the satisfaction, on or before the Closing Date, of all of the following conditions precedent, each of which may be waived by Buyer in its sole discretion:

- (a) All of Seller's representations and warranties contained in this Agreement shall be true, correct and complete in all material respects; and
- (b) Seller shall have timely executed and delivered to Escrow Agent all of the items referred to in Section 11.2 hereof.

If any of the conditions to Buyer's obligations to acquire the Property under this Section 8.1 have not been satisfied within the time periods and in accordance with the terms set forth herein, then Buyer shall have the right, as its sole recourse, to terminate this Agreement by written notice to Seller delivered on or before the Closing Date, after first giving the Seller a written notice of any such failure of Buyer's condition precedent and a five (5) Business Day cure period, in which event, if the Seller does not cure same within such five (5) Business Day period, the Earnest Money Deposit shall be returned to Buyer, all obligations of the parties hereto shall thereupon cease (other than those matters that expressly survive any early termination of this Agreement) and this Agreement shall thereafter be of no further force and effect, unless such failure of condition constitutes a default on the part of Seller under any other provision of this Agreement, in which case the terms of Section 12.2 shall apply.

8.2 **Conditions Precedent to the Obligations of Seller.** Seller's obligation to sell, convey, assign, transfer and deliver the Property to Buyer pursuant to this Agreement shall be subject to the satisfaction, on or before the Closing Date, of all of the following conditions precedent, each of which may be waived by Seller in its sole discretion:

- (a) All representations and warranties of Buyer contained in this Agreement shall be correct and complete in all material respects;
- (b) Buyer shall have timely tendered the Purchase Price to Escrow Agent pursuant to the provisions of this Agreement; and

(c) Buyer shall have timely executed and delivered to Escrow Agent all of the items referred to in Section 11.3 hereof.

If any of the conditions to Seller's obligations to sell the Property under this Section 8.2 have not been satisfied within the time periods and in accordance with the terms set forth herein, then Seller shall have the right, as its sole recourse, to terminate this Agreement by written notice to Buyer, after first giving the Buyer a written notice of any such failure of Seller's condition precedent and a five (5) Business Day cure period (provided that no such prior notice or cure period shall be required for any failure of Buyer to deliver closing deliveries and the Purchase Price as of the Closing Date, as required under Article 11 hereof), in which event, if the Buyer does not cure same within such five (5) Business Day period, if applicable the Earnest Money Deposit shall be paid to Seller, all obligations of the parties hereto shall thereupon cease (other than those matters that expressly survive any early termination of this Agreement) and this Agreement shall thereafter be of no further force and effect, unless such failure of condition constitutes a default on the part of Buyer under any other provision of this Agreement, in which case the terms of Section 12.1 shall apply.

ARTICLE 9

DESTRUCTION, DAMAGE OR CONDEMNATION

9.1 **Destruction or Damage**. If, subsequent to the Contract Date and on or before the Closing Date, all or any material portion of the Real Property shall be destroyed or damaged by one or more incidents of fire or other casualty, Seller shall promptly give Buyer written notice of such occurrence, and Buyer shall on or before the earlier to occur of (i) fifteen (15) days after receipt of such written notice, which notice shall include an estimate as to the cost for such restoration and (ii) the then scheduled Closing Date, elect by written notice to Seller to (a) terminate this Agreement, in which event the Earnest Money Deposit shall be returned to Buyer, this Agreement shall be deemed null and void and neither party shall have any further rights and obligations hereunder (other than those matters that expressly survive any early termination of this Agreement); or (b) proceed to close the transaction contemplated hereby as scheduled with no adjustment to the Purchase Price, and Seller shall, at Closing, (i) assign to Buyer all of Seller's interest in any then unpaid insurance proceeds claimed with respect to said loss or damage, and (ii) pay to Buyer all insurance proceeds theretofore paid to Seller with respect to same and not theretofore used for restoration or repair, plus any deductible amount (provided that Seller may elect, in any case, in Seller's sole discretion, not to pay Buyer any such other deductible whereupon the fire or other casualty shall be deemed "material" for all purposes hereof, giving Buyer the right to terminate this Agreement under clause (a) above, or to proceed under this clause (b) but without such payment by Seller). Buyer's failure to give notice within the time period specified above shall be deemed to be Buyer's election of option (b) above. For purposes of this Section 9.1, damage to the Real Property shall not be deemed to be "**material**" under this Section 9.1 unless the cost of restoring damage to the Real Property, in the aggregate, exceeds Five Percent (5%) of the Purchase Price. With respect to any such damage that is not material, Buyer shall have no right to terminate this Agreement provided that closing and insurance adjustment procedures described in clause (b) above shall still apply.

9.2 **Condemnation.** If, subsequent to the Contract Date and on or before the Closing Date, any proceeding that shall relate to the proposed taking of any material portion of the Real Property by condemnation or eminent domain is instituted or commenced, Buyer shall have the right and option to terminate this Agreement or to waive such condition and proceed to Closing, by giving Seller written notice of such election on or before the earlier to occur of (i) fifteen (15) days after receipt of written notification of any such occurrence or occurrences and (ii) the then scheduled Closing Date. Failure to give such election notice within such time shall be conclusive evidence that Buyer has waived the option to terminate by reason of the occurrence or occurrences of which it has received notice. If Buyer does not elect (or is deemed to have not elected) to terminate this Agreement, the parties shall proceed to close the transaction contemplated hereby and Buyer shall be at Closing (i) credited with any condemnation proceeds theretofore paid to Seller with respect to the taking (and not theretofore used for attorneys' fees and other costs relating to the proceeding or for restoration or repair), and (ii) assigned all Seller's right to any other proceeds therefrom. Seller agrees to furnish Buyer written notification with respect to any such proceedings within five (5) Business Days after Seller's receipt of any such notification of such proceedings. Should Buyer elect to so terminate this Agreement, the Earnest Money Deposit shall be returned to Buyer, this Agreement shall be deemed null and void and neither party shall have any further rights and obligations hereunder (other than those matters that expressly survive any early termination of this Agreement). For purposes of this Section 9.2, a taking of the Real Property shall not be deemed to be "**material**" under this Section 9.2 unless the value of the portion of the Real Property taken exceeds, in the aggregate, Five Percent (5%) of the Purchase Price. With respect to any such taking which is not material Buyer shall have no right to terminate this Agreement provided that Buyer shall still be (i) credited with any condemnation proceeds paid to Seller (and not theretofore used for attorneys' fees or other costs relating to the proceeding or for restoration or repair) and (ii) assigned all of Seller's right to any other proceeds therefrom.

ARTICLE 10

POSSESSION, PRORATIONS AND CLOSING COSTS

10.1 **Possession.** Sole and exclusive possession of the Property shall be delivered to Buyer on the Closing Date, subject only to the rights of the parties under any Permitted Title Exceptions.

10.2 **Prorations.**

(a) The following will be apportioned with respect to the Property as of 12:01 a.m. (local time at the Property), on the day of Closing, as if Buyer were vested with title to the Property during the entire day upon which Closing occurs:

(i) General real estate taxes and special assessments, if any, assessed against the Property ("**Taxes**") and due and payable in the tax fiscal year in which Closing occurs shall be prorated as follows (it being understood and agreed that the sole proration for real estate taxes and assessments pertaining to the Property, regardless of when assessed, shall be as set forth in this Section 10.2(a)(i)), provided that Taxes shall not include rollback or deferred taxes which shall be paid by Buyer without contribution from Seller even if such rollback or deferred taxes

are applicable to a period prior to Closing. Buyer shall receive a credit for Taxes which are due and payable for the Property in the tax fiscal year in which Closing occurs (the “**Closing Fiscal Year**”), regardless if the tax year for which they are assessed is different, attributable to the period of Seller’s ownership of such Property in such Closing Fiscal Year, as and to the extent that Seller has not yet paid the relevant bill therefor; and, if applicable, Seller shall receive a credit for Taxes which are due and payable for the Property the Closing Fiscal Year to the extent paid by or on behalf of Seller prior to Closing and to the extent attributable to the period of Buyer’s ownership of the Property in such Closing Fiscal Year. All such prorations under this Section 10.2(a)(i) shall be calculated based upon a fraction determined by dividing the actual number of days elapsed in the Closing Fiscal Year up to the day immediately preceding the Closing Date (i.e., as it relates to “Seller’s portion”) or the actual number of days from and after the Closing Date and through the end of such Closing Fiscal Year (i.e., as it relates to “Buyer’s portion”) by 365 or (366, if applicable) with it being understood that if Seller has only paid a portion of the Taxes otherwise so due and payable with respect to the Closing Fiscal Year, then the proration credits to Seller or Buyer, as the case may be, under this Section 10.2(a)(i) shall be adjusted, such that Seller shall have paid, after accounting for direct payments to the taxing authorities and credits between Seller and Buyer under this Section 10.2(a)(i), an aggregate amount equal to Seller’s portion of the overall Taxes due and payable in the Closing Fiscal Year). To the extent the amount of any Taxes due and payable in the Closing Fiscal Year is not known on the Closing Date, such Taxes shall be prorated as of the Closing Date based on one hundred three percent (103%) of the most recent ascertainable Taxes for the Property. In no event shall Seller be charged with or be responsible for any increase in the taxes on the Property, including any supplemental taxes, resulting from the sale of the Property contemplated by this Agreement, any change in use of the Property on or after the Closing Date, or from any improvements made or leases entered into on or after the Closing Date. Any refund or credit attributable to Seller’s overpayment of Taxes for the period prior to Closing and for previous years (collectively, the “**Refund**”) is the property of Seller, and, if Seller so elects, Seller shall have the right to commence, continue and control any tax appeal or other action or proceeding related to any Refund (including any tax appeal or other action or proceeding related to any Refunds pertaining to Closing Fiscal Year). Buyer shall reasonably cooperate with Seller to obtain any such Refund at Seller’s reasonable expense.

(ii) Payments of accounts for water, sewer, electricity, telephone, gas, and all other utilities currently in the name of Seller shall be placed in the name of Buyer on the Closing Date and Seller shall use commercially reasonable efforts to arrange for final meter readings to be conducted on (or close to) the Closing Date. Seller shall be responsible to pay in full all bills for such utility charges related to any period prior to the Closing Date and Buyer shall be responsible to pay all utility charges related to any period on and subsequent to the Closing Date. With respect to utilities which are not metered, charges for such service shall be prorated as of the Closing Date, based on charges for the previous billing period, and Buyer and Seller shall receive credits or charges, as appropriate.

(iii) No service or maintenance contracts are being assigned to or assumed by Buyer, and Seller shall cause any such contracts to be terminated (or the Property to be released from any national contracts, as applicable) immediately following Closing.

(b) All prorations under this Section 10.2 shall be final.

10.3 **Closing Costs.** Seller shall be responsible for: (i) fifty percent (50%) of all closing fees and escrow fees and costs; and (ii) all title abstracting costs. Buyer shall be responsible for: (a) one hundred percent (100%) of all fees for any Updated Survey and all recording fees for the Deed; (b) all state, county and local or municipal transfer taxes payable in connection with the conveyance of the Real Property; (c) all fees or other amounts charged by any state, county or local or municipal agency in connection with any requirements related to recording of the Deed, including without limitation, any costs of any repairs to the Property; (d) fifty percent (50%) of all closing fees and escrow fees and costs; (e) all title charges and premiums attributable to the premium for the ALTA Title Policy required hereunder, together with 100% of the costs of all Buyer Endorsements; and (f) 100% of all costs incurred in connection with any financing obtained by Buyer (including all charges for any lender title insurance commitments or policies and closing services performed by the Title Company or any other title company retained for such purpose) and in connection with any Inspections conducted by Buyer hereunder. Buyer and Seller shall each pay the fees and expenses of their respective legal counsel and other professional advisors incurred in connection with the transaction contemplated hereby, subject, however, to the provisions of Section 14.7 below. All other closing expenses not specifically referred to herein shall be allocated between the parties in the customary manner for sales of real property similar to the Property in the city in which the Property is located.

ARTICLE 11

CLOSING

11.1 **Time and Place.** The closing of the transaction contemplated hereby (“**Closing**”) shall take place at the offices of the Title Company, or by escrow through the Title Company (or such other place or other escrow agent as may be mutually agreed upon by the parties) on the Closing Date. The Closing shall be effected pursuant to the escrow instructions described in Section 3.4 above.

11.2 **Seller’s Deliveries.** On or before 10:00 a.m. (Central Standard Time) on the Closing Date, Seller shall deliver or cause to be delivered to Buyer or to Escrow Agent the following:

- (a) One (1) original of the Deed, executed and acknowledged by Seller;
- (b) Seller’s Bill of Sale assigning and conveying the Personal Property substantially in the form attached as **Exhibit C** hereto (“**Bill of Sale**”), executed by Seller;
- (c) Five (5) originals of the Assignment and Assumption of REAs substantially in the form attached as **Exhibit E** hereto (the “**REA Assignment**”), executed by Seller;

(d) Evidence confirming the due authorization, execution and delivery of this Agreement and the other documents to be executed in connection herewith by Seller, all to the extent required by the Title Company for issuance of the Title Policy;

(e) To the extent required by the Title Company, an Owner's Affidavit in customary form required by the Title Company in order to issue the Title Policy required hereunder;

(f) An executed Affidavit in customary form, or a qualifying statement from the U.S. Treasury Department, that the transaction is exempt from the withholding tax requirement imposed by Section 1445A of the Internal Revenue Code and the rules and regulations promulgated thereunder ("**Code**");

(g) The Title Policy (or a "marked-up" title commitment as described in Section 4.1 above) issued by the Title Company; and

(h) Any state, county and municipal transfer declarations or notices which are legally or customarily required to be executed by Seller to effectuate the conveyance and transfer of the Property contemplated hereby.

11.3 **Buyer's Deliveries**. On or before 10:00 a.m. (Central Standard Time) on the Closing Date, Buyer shall deliver or cause to be delivered to Seller or to Escrow Agent the following, each of which shall be in form and substance reasonably acceptable to Seller:

(a) Evidence confirming the due authorization, execution and delivery of this Agreement and the documents to be executed in connection herewith by Buyer.

(b) Five (5) originals of the REA Assignment, each duly executed by Buyer;

(c) To the extent required by the Title Company, an affidavit in customary form required by the Title Company in order to issue the Title Policy required hereunder;

(d) The balance of the Purchase Price;

(e) Any state, county and municipal transfer declarations or notices which are legally or customarily required to be executed by Buyer to effectuate the conveyance and transfer of the Property contemplated hereby;

(f) Such other documents, instruments, certifications and confirmations as may be necessary or appropriate to comply with the provisions of this Agreement or as may be reasonably required and designated by Title Company to fully effect and consummate the transactions contemplated hereby; and

(g) Funds sufficient to pay all amounts required to be paid by Buyer in accordance with the provisions of Article 10.

11.4 **Concurrent Deliveries.** Seller and Buyer shall jointly deposit in the escrow or deliver to each other on or before 10:00 a.m. Central Standard Time on the Closing Date an agreed settlement statement duly executed by the respective parties.

11.5 **Concurrent Transactions.** All documents or other deliveries required to be made by Buyer or Seller at Closing, and all transactions required to be consummated concurrently with Closing, shall be deemed to have been delivered and to have been consummated simultaneously with all other transactions and all other deliveries, and no delivery shall be deemed to have been made, and no transaction shall be deemed to have been consummated, until all deliveries required by Buyer and Seller shall have been made, and all concurrent or other transactions shall have been consummated.

11.6 **Type of Closing.** The parties agree that the transaction shall be closed through escrow by means of a so-called “New York Style Closing” (i.e., meaning a Closing which has, on the Closing Date, the concurrent delivery of the documents of title, transfer of interests, delivery of the Title Policy or “marked-up” title commitment as described herein and the payment of the Purchase Price). The parties shall provide any customary affidavits or undertakings to the Title Company necessary for the aforescribed “New York Style” type of Closing to occur.

ARTICLE 12

DEFAULT

12.1 Buyer Default.

(a) Notwithstanding anything to the contrary contained in this Agreement, if, prior to Closing, Buyer is in default of this Agreement or in breach of any representation or warranty as and when made in this Agreement, in each case, and Seller has knowledge thereof prior to Closing, then Seller shall deliver to Buyer written notice of such default or breach, which notice shall describe the nature of the default or breach and Buyer shall have a period of five (5) Business Days to cure same (provided; however, that Buyer shall not be entitled to any such notice and opportunity to cure for any default under Article 11 or Section 14.8). If such default or breach remains uncured beyond the five (5) Business Day period described above, as applicable, or in the event of such default or breach where no such notice and cure period is permitted as provided above, then, except as provided below in this Section 12.1 and without limiting the other obligations and indemnities under this Agreement that expressly survive the termination of this Agreement, as Seller’s sole and exclusive remedy in lieu of all other legal or equitable remedies, Seller shall be entitled to (i) retain the Earnest Money Deposit as Seller’s liquidated damages, or (ii) waive the default at issue in writing and proceed to close the transaction contemplated by this Agreement in accordance with the other terms and provisions of this Agreement. If Seller does not notify Buyer of its election on or before the then scheduled Closing Date, Seller shall be deemed to have elected option (i) above. THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER’S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS

OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE; PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT AFFECT SELLER'S RIGHTS AND BUYER'S INDEMNITY OBLIGATIONS UNDER SECTION 5.2 OF THIS AGREEMENT AND UNDER THE CONFIDENTIALITY PROVISIONS OF SECTION 15.1 BELOW. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER. EACH PARTY HEREBY AGREES TO WAIVE ANY AND ALL RIGHTS WHATSOEVER TO CONTEST THE VALIDITY OF THE LIQUIDATED DAMAGE PROVISIONS FOR ANY REASON WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THAT SUCH PROVISION WAS UNREASONABLE UNDER CIRCUMSTANCES EXISTING AT THE TIME THIS AGREEMENT WAS MADE.

BUYER'S INITIALS

SELLER'S INITIALS

(b) If Buyer is in default of this Agreement after Closing or if Seller obtains knowledge, after Closing, of any pre-Closing Buyer default or any breach of any representation or warranty as and when made in this Agreement, then, Seller shall have the right, as its sole and exclusive remedy, to seek damages from Buyer on account thereof. In no event shall Buyer be liable for consequential, special or punitive damages (it being understood that any actual damages incurred by Seller on account of such default or breach by Buyer, to the extent arising from any third party claims against Seller, shall not be deemed "consequential, special or punitive damages" for purposes of the foregoing).

12.2 Seller Default.

(a) **Seller Default At or Before Closing.** If Seller is in breach or default of any of its material obligations or agreements hereunder when performance is required on or prior to the Closing Date, or if Seller is in breach of any representation or warranty in any material respect as and when initially made in this Agreement (as such representations or warranties are deemed modified pursuant to the express terms of Section 6.2(c) above) and Buyer shall become actually aware of same on or prior to the Closing Date and Buyer shall not have waived its claims with regard to same pursuant to this Agreement, then Buyer shall deliver to Seller written notice of such default or breach on or prior to the Closing Date, which notice shall describe the nature of the default or breach and Seller shall have a period of five (5) Business Days from the date of receipt of such notice to cure such breach or default and, if necessary, the Closing Date shall be extended accordingly (provided; however, that Seller shall not be entitled to any such notice and opportunity to cure for any default under Article 11). If Seller fails to cure such breach or default within such five (5) Business Day period, as applicable, or in the event of such default or breach where no such notice and cure period is permitted as provided above, then Buyer shall have the right, at its sole option and as its sole remedy, and Buyer hereby waives its right to pursue any other remedy at law or in equity, to (i) terminate this Agreement by written

OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE; PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT AFFECT SELLER'S RIGHTS AND BUYER'S INDEMNITY OBLIGATIONS UNDER SECTION 5.2 OF THIS AGREEMENT AND UNDER THE CONFIDENTIALITY PROVISIONS OF SECTION 15.1 BELOW. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER. EACH PARTY HEREBY AGREES TO WAIVE ANY AND ALL RIGHTS WHATSOEVER TO CONTEST THE VALIDITY OF THE LIQUIDATED DAMAGE PROVISIONS FOR ANY REASON WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THAT SUCH PROVISION WAS UNREASONABLE UNDER CIRCUMSTANCES EXISTING AT THE TIME THIS AGREEMENT WAS MADE.

BUYER'S INITIALS



SELLER'S INITIALS

(b) If Buyer is in default of this Agreement after Closing or if Seller obtains knowledge, after Closing, of any pre-Closing Buyer default or any breach of any representation or warranty as and when made in this Agreement, then, Seller shall have the right, as its sole and exclusive remedy, to seek damages from Buyer on account thereof. In no event shall Buyer be liable for consequential, special or punitive damages (it being understood that any actual damages incurred by Seller on account of such default or breach by Buyer, to the extent arising from any third party claims against Seller, shall not be deemed "consequential, special or punitive damages" for purposes of the foregoing).

12.2 Seller Default.

(a) **Seller Default At or Before Closing.** If Seller is in breach or default of any of its material obligations or agreements hereunder when performance is required on or prior to the Closing Date, or if Seller is in breach of any representation or warranty in any material respect as and when initially made in this Agreement (as such representations or warranties are deemed modified pursuant to the express terms of Section 6.2(c) above) and Buyer shall become actually aware of same on or prior to the Closing Date and Buyer shall not have waived its claims with regard to same pursuant to this Agreement, then Buyer shall deliver to Seller written notice of such default or breach on or prior to the Closing Date, which notice shall describe the nature of the default or breach and Seller shall have a period of five (5) Business Days from the date of receipt of such notice to cure such breach or default and, if necessary, the Closing Date shall be extended accordingly (provided; however, that Seller shall not be entitled to any such notice and opportunity to cure for any default under Article 11). If Seller fails to cure such breach or default within such five (5) Business Day period, as applicable, or in the event of such default or breach where no such notice and cure period is permitted as provided above, then Buyer shall have the right, at its sole option and as its sole remedy, and Buyer hereby waives its right to pursue any other remedy at law or in equity, to (i) terminate this Agreement by written

notice to Seller and the Escrow Agent, in which event the Earnest Money Deposit shall be returned to Buyer, whereupon no party shall have any further rights, duties or obligations hereunder other than the obligations and rights set forth herein that expressly survive the termination of this Agreement, (ii) waive such breach or default and proceed to Closing pursuant to the terms of this Agreement, or (iii) solely with respect to a failure of Seller to convey the Property to Buyer at the Closing as and when required pursuant to the terms hereof, and, provided that Buyer is ready, willing and able to purchase the Property at Closing as and when required pursuant to the terms hereof, pursue specific performance of Seller's obligation to convey the Property to Buyer. For the avoidance of doubt, under no circumstances shall Buyer be entitled to specific performance of any other obligation of Seller hereunder, nor shall Seller be required, unless expressly provided otherwise in this Agreement, to expend any amount in order to cure the breach of any representation, warranty or covenant of Seller hereunder (other than to remove from title or insure over any monetary liens as provided herein). If Buyer fails to file an action with a court of competent jurisdiction and/or fails to duly serve Seller with a summons and complaint within five (5) Business Days after failure of the Closing to timely occur, Buyer shall be deemed to have waived, relinquished and released, and does hereby waive, relinquish and release any right or remedy available to it at law or in equity or under this Agreement to make a claim against Seller for specific performance under this Agreement. For purposes of service of process of the summons and complaint upon Seller for an action for specific performance under this Section 12(a), Seller agrees and consents to its in-house counsel, David F. Pursel (david.pursel@searshc.com) accepting service on Seller's behalf by email from Buyer's counsel. In the event Buyer does not deliver a written termination notice within such five (5) Business Day period, Buyer shall be deemed to have elected option (i) above. In no event shall Buyer seek, or shall Seller be liable for, any damages to Buyer, including, without limitation, punitive or consequential damages. The provisions of this Section 12.2(a) shall apply to a breach or default by Seller only.

(b) **Seller Default From and After Closing.** If Seller is in breach or default of any of its obligations or agreements hereunder that survive the Closing when performance is required, including, without limitation, any obligations or agreements under the documents delivered at Closing by Seller pursuant to Section 11.2 of this Agreement, or if any of the Seller's representations or warranties under this Agreement should be false in any material respect as and when initially made in this Agreement (as such representations or warranties are deemed modified pursuant to the express terms of Section 6.2(c) above) and Buyer shall first become actually aware of same after the Closing Date, then Buyer shall give Seller written notice of such breach or default of such obligation, agreement, representation or warranty hereunder prior to the expiration of the applicable survival period of such breach or default and Seller shall have thirty (30) days from the date of receipt of such notice to cure such breach or default. If Seller fails to cure such breach or default within such thirty (30) day period, and the reasonably estimated losses or damages sustained as a result of Seller's failure or inability to perform any of its obligations, agreements or representations hereunder exceed Ten Thousand Dollars (\$10,000) (the "**Floor**"), then Seller shall be liable for the actual direct damages suffered by Buyer due to such uncured breach or default from the first dollar of loss. Notwithstanding anything to the contrary contained herein, (i) in no event shall Seller be liable to Buyer for damages under this Section 12.2(b) in an aggregate amount in excess of

Twenty-Five Thousand Dollars (\$25,000) (the “**Cap**”), (ii) Seller’s failure to satisfy a condition of this Agreement shall not be considered a default by Seller hereunder unless such failure results from the breach of any of Seller’s representations or warranties set forth in this Agreement (as such representations or warranties are deemed modified pursuant to the express terms of Section 6.2(c) above) or the breach of Seller’s express covenants and obligations hereunder, and (iii) if Buyer has knowledge of a default by Seller (or the breach of Seller’s representations or warranties set forth in this Agreement) on the Closing Date and Buyer elects to close the transaction contemplated herein, Buyer shall be deemed to have irrevocably waived such default (or breach of Seller’s representations or warranties set forth in this Agreement) and Seller shall not have any liability with respect to such default (or breach of Seller’s representations or warranties set forth in this Agreement). In no event shall Seller be liable for consequential, speculative, indirect, special or punitive damages for any matter arising out of or relating to this Agreement or the documents and instruments delivered pursuant to Section 11.2 hereof (it being understood that any actual damages incurred by Buyer on account of such default or breach by Seller, to the extent arising from any third party claims against Buyer, shall not be deemed “consequential, special or punitive damages” for purposes of the foregoing).

ARTICLE 13

NOTICES

13.1 **Notices**. Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally, or transmitted by email (pdf or comparable format) (provided that the original thereof shall thereafter be promptly sent by a nationally recognized overnight express courier), or sent by a nationally recognized overnight express courier, and shall be addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, or one (1) business day after deposit with a nationally recognized overnight express courier, or immediately upon being sent by email transmission in accordance with the procedures described above. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to Seller:

TRANSFORM SALECO LLC
c/o Transform Midco LLC
3333 Beverly Road, Dept. 824RE
Hoffman Estates, Illinois 60179
Telephone: (847) 286-5922
Attention: Jane S. Borden & Roger A. Puerto
Email: jane.borden@searshc.com; &
roger.puerto@searshc.com

with a copy to: TRANSFORM SALECO LLC
c/o Transform Midco LLC
3333 Beverly Road, Dept. D766
Hoffman Estates, Illinois 60179
Telephone: (847) 286-5987
Attention: David F. Pursel, Senior Attorney
Email: david.pursel@searshc.com

and

DLA Piper LLP (US)
500 Eighth Street, NW
Washington, DC 20004
Telephone: (202) 799-4518
Attention: Amy B. Carbins & Jeremiah
Kauffman
Email: amy.carbins@dlapiper.com; &
jeremiah.kauffman@dlapiper.com

If to Buyer: Midwest City Economic Development Authority
100 N. Midwest Boulevard
Midwest City, Oklahoma 73110-4327
Telephone: (405) 739-1218
Attn: Robert Coleman
Email: rcoleman@midwestcityok.org

with a copy to: Katharine C. Oakley
3048 N. Grand Boulevard
Oklahoma City, Oklahoma 73107
Telephone: (405) 659-2045
Email: katieoakley786@gmail.com

ARTICLE 14

ADDITIONAL COVENANTS

14.1 **Entire Agreement, Amendments and Waivers.** This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and the same may not be amended, modified or discharged nor may any of its terms be waived except by an instrument in writing signed by the party to be bound thereby. This Agreement supersedes any and all prior written or oral agreements and understandings (including, without limitation, letters of intent) between the parties relating to the subject matter of this Agreement.

14.2 **Further Assurances.** The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before

or after the Closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

14.3 **Successors and Assigns.** Subject to the provisions of Section 14.8 below, all agreements, obligations and indemnities of the parties shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

14.4 **No Third Party Benefits.** Except as otherwise expressly set forth in this Agreement, this Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and no third party is intended to or shall have any rights hereunder. No memorandum of contract or other instrument of notice of this Agreement or any of the rights herein shall be recorded by either party against the Property.

14.5 **Interpretation.** The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the paragraphs or Sections to which they apply or otherwise affect the interpretation hereof. This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a day which is not a Business Day, such time for performance shall be extended to the next Business Day. Otherwise all references herein to “**days**” shall mean calendar days. Time is of the essence of this Agreement. All references to funds or sums of money shall be in US dollars. This Agreement may also be executed and transmitted by facsimile or e-mail (in pdf. or similar format) shall have the same binding effect as any original signature.

14.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located.

14.7 **Attorneys’ Fees.** In any action or proceeding involving this Agreement or the contents hereof, the prevailing party shall be entitled to recover from the other party the prevailing party’s reasonable costs and expenses in such action or proceeding, including reasonable attorneys’ fees.

14.8 **Assignment.** Buyer shall not assign or transfer this Agreement, or any interest herein, to any other person or entity, without first having obtained the prior written consent of Seller, the granting or denial of such consent to be in the sole discretion of Seller; provided however, that without limiting the provisions of this Section 14.8, Seller’s consent shall not be required for an assignment of this Agreement to a “Buyer Affiliate” (as hereinafter defined), so long as Seller receives notice thereof no later than five (5) business days prior to the Closing Date. In the event of any assignment of this Agreement or any interest herein (including, without limitation, any assignment to a Buyer Affiliate), the assigning party shall remain jointly and severally responsible with the assignee for all of its obligations and liabilities set forth in this Agreement and in any of the documents entered into in connection with the consummation of the transaction contemplated by this Agreement, and such assignment shall not be deemed to release the assigning party, in any respect, from any such obligations and liabilities. As used in this Section 14.8, the term (i) “**Buyer Affiliate**” shall mean any entity which is majority owned by, controlled by, controls or is under common control with the Buyer, and (ii) “**control**” shall mean

the power, through ownership interests, to directly cause the direction or management or policies of Buyer. In addition Buyer may assign this Agreement in order to implement a 1031 tax free exchange, all as and to the extent provided in Section 16.1 below. The assigning party shall pay any and all transfer tax due in connection with or as a result of any assignment of this Agreement.

14.9 **Jury Trial.** SELLER AND BUYER HEREBY RESPECTIVELY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT AND THE OBLIGATIONS AND CONTRACTS CONTAINED IN THIS AGREEMENT.

14.10 **No Recording.** Buyer agrees not to record this Agreement or any memorandum or short form thereof. Any such recording shall constitute a default by Buyer under this Agreement, whereupon Seller shall be entitled to retain the Earnest Money Deposit and terminate this Agreement.

14.11 **Exculpation.** Notwithstanding anything to the contrary contained in this Agreement, no officer, director, shareholder, employee, agent, manager, member or partner of Seller or Buyer shall have any personal liability with respect to any of the obligations contained in this Agreement. The provisions of this Section 14.11 shall survive the expiration of the term or any earlier termination of this Agreement.

ARTICLE 15

CONFIDENTIALITY; PRESS RELEASES

15.1 **Confidentiality.** Prior to Closing (as it relates specifically to the Property) and at any time (as it relates specifically to Seller or its affiliates or the terms of the transaction contemplated hereby), any and all information regarding the Property or regarding Seller or its affiliates which is provided or made available to Buyer by Seller or by its agents, or any other information obtained by Buyer regarding the Property or the Seller or its affiliates in the course of Buyer's Inspections or other due diligence investigations hereunder, or any information regarding the terms of the transaction contemplated hereby, in each case to the extent not generally available to the public (herein, the "**Confidential Materials**"), shall be maintained by Buyer and each of Buyer's Representatives and Buyer's officers, directors, investors, partners, principals, members, employees, agents, contractors, attorneys, accountants, lenders and mortgage brokers and consultants in strict confidence, to be used solely in connection with evaluating the transaction contemplated hereby, and shall not be disclosed to any other third parties without the prior written consent of Seller. Buyer shall make all parties having access to the Confidential Materials aware of their obligation of confidentiality described in this Section 15.1 and shall bind such parties to similar obligations of confidentiality. Buyer acknowledges and agrees that any breach or threatened breach of this confidentiality provision would cause irreparable harm to Seller which may not be adequately remedied by monetary damages and that, as a result, Seller may, in such event, in addition to any other rights or remedies available hereunder or at law or in equity, seek an injunction enjoining any disclosure of the Confidential Materials. This obligation of confidentiality shall not apply to disclosures compelled by law, any order of a court of competent jurisdiction or by a lawful, proper subpoena, in which event Buyer shall immediately notify Seller

of the circumstances purporting to require such disclosure and shall refrain from such disclosure for the maximum period of time allowed by law so that Seller may take such actions as it may deem appropriate to protect the Confidential Materials being sought. The terms of this Section 15.1 shall expressly survive the Closing or any early termination of this Agreement for the longest period provided by law. If this Agreement is terminated for any reason prior to the Closing of the transaction contemplated hereby, then, upon the request of Seller, Buyer shall immediately return to Seller all Confidential Materials (including all copies thereof) which are in the possession of Buyer or any of Buyer's Representatives. Nothing contained in this Section 15.1 shall limit the parties' rights and obligations under the Access and Confidentiality Agreement and if there is any conflict and/or inconsistency between the terms and provisions of this Agreement and the terms and provisions of the Access and Confidentiality Agreement, the terms and provisions of this Agreement shall govern and control.

15.2 **Press Releases**. Neither Buyer nor any of Buyer's Representatives or their respective agents or affiliates shall make any press release or other public announcements concerning the transaction(s) contemplated by this Agreement without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. If Buyer desires to make a press release or other public announcement respecting this Agreement or the transaction(s) contemplated hereby, Buyer shall wait until at least five (5) Business Days after the Closing (the "No Public Announcement Period"), and after the expiration of the No Public Announcement Period, shall provide Seller with a draft of the press release or other public announcement for review at least ten (10) Business Days prior to the time that such press release or other public announcement is to be made. The parties will attempt in good faith to expeditiously reach agreement on such press release or other public announcement and the contents thereof. Seller's failure to provide comments back to Buyer within ten (10) Business Days of receipt of the draft release or announcement will be deemed consent to the public disclosure of such press release or other public announcement and the content thereof. Buyer shall be liable for the compliance by Buyer's Representatives and their respective agents and affiliates with the terms of this Section 15.2. Notwithstanding anything to the contrary herein, any press release or other public announcements shall not reveal any Confidential Information and otherwise be in accordance with Section 15.1 hereof. This Section 15.2 shall survive the Closing.

ARTICLE 16

EXCHANGE PROVISIONS

16.1 **Tax Free Exchange**. If either Party (the "**Notifying Party**") notifies the other Party (the "**Other Party**") not less than five (5) Business Days prior to the Closing Date that the Notifying Party wishes to attempt to effectuate a "**tax-free**" exchange pursuant to Section 1031 of the Code in connection with the transaction contemplated in this Agreement, the Other Party shall cooperate with the Notifying Party (including, without limitation, executing applicable documents), at no cost, expense, or liability to the Other Party, in the Notifying Party's attempt to effectuate such exchange, but the Other Party makes no representations to the Notifying Party that any such exchange shall be treated as "**tax-free**" by the Internal Revenue Service. The Notifying Party agrees to indemnify the Other Party from all liability with respect to any action which the Notifying Party requests the Other Party to take pursuant to this Section 16.1 and to reimburse the Other Party for all fees, costs, and expenses (including reasonable attorneys' fees) incurred by the

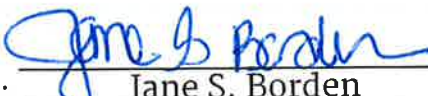
Other Party as a result of the Notifying Party's election to participate in a Section 1031 exchange. The Other Party shall not be required to hold title to any real estate or other assets in order to cooperate with the Notifying Party's Section 1031 exchange. In no event shall the failure to qualify as a "**tax-free**" exchange pursuant to Section 1031 of the Code be a condition to either party's obligations hereunder. The provisions of this Section 16.1 shall survive Closing.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

SELLER:

TRANSFORM SALECO LLC,
a Delaware limited liability company

By: 
Name: Jane S. Borden
Title: Authorized Representative

[Signature pages continue on next page.]

BUYER:

**MIDWEST CITY ECONOMIC
DEVELOPMENT AUTHORITY,**
an Oklahoma public trust

By: _____

Name: Matthew D. Dukes, II

Its: Chairman

[End of signature pages.]

EXHIBIT A

LEGAL DESCRIPTION OF LAND

For Tax Map ID(s): 152002000

Block Two (2), of HERITAGE PARK MALL, a Re-subdivision of Blocks 3, 4 and 5 of Miracle Mile Addition, an Addition to the City of Midwest City, Oklahoma County, Oklahoma, according to the recorded plat thereof;

Together with Construction, Operation and Reciprocal Easement Agreement recorded August 1, 1977, in Book 4388, Page 784; and Amendment, Ratification and Adoption of Construction, Operation and Reciprocal Easement Agreement recorded November 14, 1977, in Book 4415, Page 935.

EXHIBIT B

FORM OF DEED

AFTER RECORDING RETURN TO:

SPECIAL WARRANTY DEED

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) **KNOW ALL BY THESE PRESENTS THAT:**

That **TRANSFORM SALECO LLC**, a Delaware limited liability company ("Grantor"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto _____, an _____ ("Grantee"), whose mailing and notice address is _____, all of the real property and premises situated in Oklahoma County, Oklahoma, and more particularly described on Exhibit "A" attached hereto and made a part hereof, together with all the improvements thereon and the appurtenances thereunto belonging, and warrants the title to the same to be free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made or suffered to be made by the Grantor, but not otherwise, **LESS AND EXCEPT** all interests in and to the oil, gas, casinghead gas and other gaseous or liquid hydrocarbons or substances produced therewith, coal, metallic ores and other minerals in, under and that may be produced from the real property described on Exhibit "A" attached hereto which have been previously reserved or conveyed of record, and all rights, interests and estates of whatsoever nature incidental thereto or arising thereunder, **AND SUBJECT TO** the matters described on Exhibit "B" attached hereto and incorporated herein.

TO HAVE AND TO HOLD said described premises unto the Grantee, its successors and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made or suffered to be made by the Grantor, but not otherwise, subject to the matters described on Exhibit "B" attached hereto and incorporated herein.

EXHIBIT "A"

Property Description

For Tax Map ID(s): 152002000

Block Two (2), of HERITAGE PARK MALL, a Re-subdivision of Blocks 3, 4 and 5 of Miracle Mile Addition, an Addition to the City of Midwest City, Oklahoma County, Oklahoma, according to the recorded plat thereof;

Together with Construction, Operation and Reciprocal Easement Agreement recorded August 1, 1977, in Book 4388, Page 784; and Amendment, Ratification and Adoption of Construction, Operation and Reciprocal Easement Agreement recorded November 14, 1977, in Book 4415, Page 935.

EXHIBIT "B"

Exceptions to Warranty of Title

EXHIBIT C

BILL OF SALE

This BILL OF SALE is made by the undersigned, TRANSFORM SALECO LLC, a Delaware limited liability company (“**Seller**”), in favor of and to _____, a _____ (“**Buyer**”).

WHEREAS, Seller, as seller, and Buyer, as buyer, entered into that certain Purchase and Sale Agreement dated as of _____, 2019 (the “**Agreement**”), pursuant to which Seller agreed to sell to Buyer, and Buyer agreed to acquire from Seller, among other things, Seller’s interest in the property commonly known as 6909 East Reno Avenue, Midwest City, Oklahoma, and legally described on Exhibit A attached hereto (the “**Property**”), including Seller’s interest in certain real and personal property related thereto; and

WHEREAS, as part of the acquisition transaction contemplated by the Agreement, Seller is to sell, convey, and transfer to Buyer, by bill of sale, the Personal Property (as defined in the Agreement).

NOW, THEREFORE, pursuant to the Agreement, and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller by these presents does GIVE, GRANT, CONVEY, ASSIGN, TRANSFER, BARGAIN, SELL, REMISE, RELEASE, ALIENATE, SET OVER, and CONFIRM, unto Buyer, its successors and assigns, forever, as an entirety, all of Seller’s right, title, and interest, if any, in and to the Personal Property.

Seller makes no representations or warranties whatsoever, regarding said Personal Property, including, without limitation, any representations or warranties related to title, quality, merchantability or fitness for a particular purpose.

In the event of any conflict or inconsistency between the terms hereof and the terms of the Agreement, the terms of the Agreement shall govern and control. Without limitation of the foregoing, all limitations on liability expressly set forth in the Agreement shall apply to this Bill of Sale and the liabilities of Seller hereunder.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by its duly authorized officer this _____ day of _____, 2019.

SELLER:

TRANSFORM SALECO LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A TO BILL OF SALE

LEGAL DESCRIPTION

For Tax Map ID(s): 152002000

Block Two (2), of HERITAGE PARK MALL, a Re-subdivision of Blocks 3, 4 and 5 of Miracle Mile Addition, an Addition to the City of Midwest City, Oklahoma County, Oklahoma, according to the recorded plat thereof;

Together with Construction, Operation and Reciprocal Easement Agreement recorded August 1, 1977, in Book 4388, Page 784; and Amendment, Ratification and Adoption of Construction, Operation and Reciprocal Easement Agreement recorded November 14, 1977, in Book 4415, Page 935.

EXHIBIT D

ESCROW AGREEMENT



CHICAGO TITLE AND TRUST COMPANY
10 S. LASALLE, STE 3100, CHICAGO, IL 60603

Refer to: Krystina Cozzie
Phone no.: 312-223-3366
Fax no: 312-223-2076

STRICT JOINT ORDER #1 ESCROW TRUST INSTRUCTIONS (EARNEST MONEY)

ESCROW TRUST NO:

DATE:

To: Chicago Title and Trust Company, Escrow Trustee:

Customer Identification:

Seller: Transform SaleCo, LLC, a Delaware limited liability company

Purchaser: MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Property Address: 6909 East Reno Avenue, Midwest City, Oklahoma

Project Reference:

Proposed Disbursement Date:

Deposits:

1. The sum of \$50,000 by CHECK/WIRE Representing: INITIAL EARNEST MONEY

2. The sum of \$ by CHECK/WIRE Representing: (Additional)

PLEASE NOTE: Uncertified checks are held for ten business days after date of deposit. No funds can be dispensed before 10 business days limit expires. To avoid delays, use Cashier's or Certified checks or wire transfer.

Funds:

() WILL (X) WILL NOT BE INVESTED

NOTE: If funds are to be invested, an investment package will be sent. Please complete and return to Escrow Trustee as soon as possible in order to begin accruing interest.

Delivery of Deposits:

The above-referenced escrow trust deposits ("deposits") are deposited with the escrow trustee to be delivered by it only upon the receipt of a joint order of the undersigned or their respective legal representatives or assigns.

In no case shall the above-mentioned deposits be surrendered except upon the receipt of an order signed by the parties hereto, their respective legal representatives or assigns, or in obedience to the court order described below.

Billing Instructions:

Escrow trust fee will be deducted as follows: \$300 escrow fee. If the transaction closes in the Chicago Title Loop office, the escrow fee will be waived. Any overnight delivery or wire fee will be \$35.

The parties acknowledge that beginning after a period of one year from the date of this agreement, Chicago Title and Trust Company will impose an administrative maintenance fee equivalent to the fee set forth on the Company's then current rate schedule.

This fee may be deducted from the outstanding escrow balance or billed.

PLEASE NOTE: The escrow trust fee for these joint order escrow trust instructions is due and payable within 30 days from the projected disbursement date (which may be amended by joint written direction of the parties hereto). In the event no projected disbursement date is ascertainable, said escrow trust fee is to be billed at acceptance and is due and payable within 30 days from the billing date. Chicago Title and Trust Company, at its sole discretion, may reduce or waive the escrow trust fee for these joint order escrow instructions in the event the funds on deposit herein are transferred to or disbursed in connection with sale escrow trust instructions or an agency closing transaction established at Chicago Title.

Standard Provisions:

Investment:

Deposits made pursuant to these instructions may be invested on behalf of any party or parties hereto; provided that any direction to escrow trustee for such investment shall be expressed in writing and contain the consent of all parties to this escrow, and also provided that escrow trustee is in receipt of the taxpayer's identification number and investment forms as required. Escrow trustee will, upon request, furnish information concerning its procedures and fee schedules for investment.

In the event the escrow trustee is requested to invest deposits hereunder, Chicago Title and Trust Company is not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of these escrow trust instructions.

Direction Not to Invest/Right to Commingle:

Except as to deposits of funds for which escrow trustee has received express written direction concerning investment or other handling, the parties hereto direct the escrow trustee NOT to invest any funds deposited by the parties under the terms of this escrow and waive any rights which they may have under Section 2-8 of the Corporate Fiduciary Act (205 ILCS 620/2-8) to receive interest on funds deposited hereunder. In the absence of an authorized direction to invest funds, the parties hereto agree that the escrow trustee shall be under no duty to invest or reinvest any such funds at any time held by it hereunder; and, further, that escrow trustee may commingle such funds with other deposits or with its own funds in the manner provided for the administration of funds under said Section 2-8 and may use any part or all of such funds for its own benefit without obligation to any party for interest or earnings derived thereby, if any. Further, even with appropriate instructions to invest Escrow Deposits, Escrow Trustee may commingle the Escrow Deposits with other funds in a trust account in order to facilitate placing the Escrow Deposits into a segregated interest bearing account and to disburse the Escrow Deposits once they have been removed from such segregated interest bearing account as required by the terms of this Agreement. Provided, however, nothing herein shall diminish escrow trustee's obligation to apply the full amount of such funds in accordance with the terms of these escrow instructions.

Compliance With Court Order:

The undersigned authorize and direct the escrow trustee to disregard any and all notices, warnings or demands given or made by the undersigned (other than jointly) or by any other person. The said undersigned also hereby authorize and direct the escrow trustee to accept, comply with, and obey any and all writs, orders, judgments or decrees entered or issued by any court with or without jurisdiction; and in case the said escrow trustee obeys or complies with any such writ, order, judgment or decree of any court, it shall not be liable to any of the parties hereto or any other person, by reason of such compliance, notwithstanding any such writ, order, judgment or decree be entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated. In case the escrow trustee is made a party defendant to any suit or proceedings regarding this escrow trust, the undersigned, for themselves, their heirs, personal representatives, successors, and assigns, jointly and severally, agree to pay to said escrow trustee, upon written demand, all costs, attorney's fees, and expenses incurred with respect thereto. The escrow trustee shall have a lien on the deposit(s) herein for any and all such costs, fees and expenses. If said costs, fees and expenses are not paid, then the escrow trustee shall have the right to reimburse itself out of the said deposit(s).

Disputes/Circumstance not contemplated:

If any dispute arises with respect to the disbursement of any funds on deposit or if circumstances arise that were not contemplated or described in the original escrow agreement, and Escrow Agent is unsure as to its duties as a result, Escrow Agent may continue to hold said funds until either in receipt of a joint order from the parties or a court order directing payment. In such instance, Escrow Agent may elect to commence an action in interpleader and in conjunction therewith remit the Escrow Deposit to a court of competent jurisdiction pending resolution of such dispute, and the parties hereto hereby indemnify and hold harmless Escrow Agent for any action taken by it in good faith in the execution of its duties hereunder. The parties further agree that the cost of any such action shall be deducted from the Escrow Deposit prior to disbursement to the parties.

Disclaimer Re: Validity of Documentation:

In its capacity as Escrow Trustee, Escrow Trustee shall not be responsible for the genuineness or validity of any security, instrument, document or item deposited with it and shall have no responsibility other than to faithfully follow the instructions contained herein, and shall not be responsible for the validity or enforceability of any security interest of any party and it is fully protected in acting in accordance with any written instrument given to it hereunder by any of the parties hereto and reasonably believed by Escrow Trustee to have been signed by the proper person. Escrow Trustee may assume that any person purporting to give any notice hereunder has been duly authorized to do so.

Execution:

These escrow trust instructions are governed by and are to be construed under the laws of the state of Illinois. The escrow trust instructions, amendments or supplemental instructions hereto, may be executed in counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

For Seller:

For Purchaser:

Name:

Name:

By:

By:

Address:

Address:

Phone:

Phone:

Fax:

Fax:

Email:

Email:

Signature:

Signature:

Legal Representative:

Legal Representative:

Name:

Name:

By:

By:

Address:

Address:

Phone:

Phone:

Fax:

Fax:

Email:

Email:

Signature:

Signature:

Accepted: Chicago Title and Trust Company, as Escrow Trustee

By:

Date:

***Upon receipt of the funds, the escrow agreement becomes effective.**

EXHIBIT E

FORM OF ASSIGNMENT AND ASSUMPTION OF REAs

PREPARED BY AND UPON

RECORDATION RETURN TO:

APN: _____

Space above this line for recorder's use only

ASSIGNMENT AND ASSUMPTION OF REAs

This ASSIGNMENT AND ASSUMPTION OF REAs (this “**Assignment and Assumption of REAs**”) is made as of the [___] day of [____], 2019 (the “**Effective Date**”) by and among TRANSFORM SALECO LLC, a Delaware limited liability company (“**Assignor**”), and _____ (“**Assignee**”).

Recitals

This Assignment and Assumption of REAs is being executed and delivered pursuant to the Purchase and Sale Agreement dated as of [____], 2019, by and between Assignor, as seller, and Assignee, as buyer[, **by assignment**] (as [**assigned**,] amended or otherwise modified as of the date hereof, the “**Purchase and Sale Agreement**”). All capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Purchase and Sale Agreement.

Assignment and Assumption

In consideration of Ten Dollars (\$10.00) in hand paid by Assignee, the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which Assignor and Assignee hereby acknowledge, Assignor and Assignee hereby agree as follows:

1. Assignor, as its interests may appear, hereby assigns, transfers, sets over and conveys to Assignee, all of Assignor's right, title and interest, if any, in, to and under any and all documents, declarations, covenants, easements, reciprocal easement agreements, and other similar agreements filed of record in the County of Oklahoma, State of Oklahoma, which affect, benefit or encumber that certain property and improvements (or any portion thereof) described on Exhibit A attached hereto (the “**Property**”), including, without limitation, those documents listed on Exhibit B attached hereto (as the same may have been heretofore assigned, amended or otherwise modified, collectively, the “**REAs**”).

2. Assignee hereby accepts the foregoing assignment and hereby assumes all duties and obligations to be performed by the Assignor and all liabilities of Assignor arising out of or accruing with respect to, under, or in connection with any and all REAs from and after the Effective Date.

3. Assignee hereby acknowledges, represents, warrants, covenants, and agrees that as a material inducement to Assignor to execute this Assignment and Assumption of REAs, and in consideration thereof, this Assignment and Assumption of REAs is made on an “AS-IS, WHERE-IS” BASIS and no person or entity acting on behalf of Assignor is authorized to make, and Assignor has not made, does not make, and specifically negates and disclaims, any covenants, representations, warranties or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, future, or otherwise, of, as to, concerning, or with respect to any and all REAs.

4. Assignee hereby agrees to and shall indemnify, defend and hold Assignor and each of its affiliates and their respective officers, directors, partners, members, managers, shareholders, principals, employees, agents, representatives, attorneys and their respective parents, subsidiaries, successors, and assigns (collectively, the “**Indemnitees**”) free and harmless from and against any and all loss, damage, liability, cost, expense, injury, claim or cause of action of any kind sustained by any or all of the Indemnitees as a result of, arising from or otherwise related to any or all of the REAs from and after the Effective Date. Assignor hereby agrees to indemnify and hold Assignee harmless from and against any loss, cost, damages or expense incurred by Assignee and arising from or in connection with liabilities or obligations under the REAs attributable to the period prior to the date hereof and Assignor shall be solely liable for such liabilities and obligations.

5. This Assignment and Assumption of REAs shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

6. This Assignment and Assumption of REAs shall be construed in accordance with the laws of the State where the Property is located, without regard to the application of choice of law principles.

7. This Assignment and Assumption of REAs may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Notwithstanding anything to the contrary contained in the Purchase and Sale Agreement or this Assignment and Assumption of REAs, no direct or indirect partner, officer, director, shareholder, employee, agent, manager, member or partner of Assignor (or any officer, director, agent, advisor, representative, member, investor, manager, personal representative, trustee or employee of any such direct or indirect partner, member or shareholder) shall have any personal liability with respect to the Purchase and Sale Agreement or this Assignment and Assumption of REAs. No personal judgment shall be sought or obtained from any of the foregoing in connection with the Purchase and Sale Agreement or this Assignment and Assumption of REAs.

9. This Assignment and Assumption of REAs is made pursuant to and governed by all of the terms, conditions, disclaimers, indemnities and limitations of the Purchase and Sale Agreement, which are incorporated herein by this reference.

10. Assignee hereby designates the following new notice addresses for Assignee as successor to Sears, Roebuck and Co., a New York corporation (predecessor-in-interest to Assignee) under the REAs:

With a copy to:

[END OF TEXT – SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have each executed this Assignment and Assumption of REAs as of the Effective Date first written above.

ASSIGNOR:

TRANSFORM SALECO LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[INSERT NOTARY]

ASSIGNEE:

_____,
a _____

By: _____
Name: _____
Title: _____

[INSERT NOTARY]

EXHIBIT A TO ASSIGNMENT AND ASSUMPTION OF REAS

LEGAL DESCRIPTION

For Tax Map ID(s): 152002000

Block Two (2), of HERITAGE PARK MALL, a Re-subdivision of Blocks 3, 4 and 5 of Miracle Mile Addition, an Addition to the City of Midwest City, Oklahoma County, Oklahoma, according to the recorded plat thereof;

Together with Construction, Operation and Reciprocal Easement Agreement recorded August 1, 1977, in Book 4388, Page 784; and Amendment, Ratification and Adoption of Construction, Operation and Reciprocal Easement Agreement recorded November 14, 1977, in Book 4415, Page 935.

EXHIBIT B TO ASSIGNMENT AND ASSUMPTION OF REAS

REAS

1. That certain Construction, Operation and Reciprocal Easement Agreement by and between Heritage Mall Company, an Oklahoma limited partnership, Sears, Roebuck and Co., a New York corporation, Construction Developers, Inc., an Arkansas corporation, and Dillard Department Stores, Inc., a Delaware corporation, dated as of July 15, 1977, as amended by that certain Amendment, Ratification and Adoption of Construction, Operation and Reciprocal Easement Agreement by and between Heritage Mall Company, an Oklahoma limited partnership, Sears, Roebuck and Co., a New York corporation, Construction Developers, Inc., an Arkansas corporation, Dillard Department Stores, Inc., a Delaware corporation, and Montgomery Ward Development Corporation, a Delaware corporation, dated as of October 25, 1977, as assigned by that certain Assignment and Assumption of Operating Agreement by and between Construction Developers, Inc., an Arkansas corporation, and Dillard Department Stores, Inc., a Delaware corporation, dated as of February 5, 1996, and as assigned by that certain Assignment of Operating Agreement by and between Simon Property Group, L.P., a Delaware limited partnership, and Heritage Park Mall, LLC, an Oklahoma limited liability company, dated as of December 30, 2004.
2. That certain First Supplemental Agreement by and between Heritage Mall Company, an Oklahoma limited partnership, and Sears, Roebuck and Co., a New York corporation, dated as of July 15, 1977.



NEW BUSINESS/
PUBLIC DISCUSSION

