



CITY OF MIDWEST CITY MEETINGS  
FOR FEBRUARY 22, 2022

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[bit.ly/CityofMidwestCity](https://bit.ly/CityofMidwestCity).

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

To make a special assistance request, call 739-1213 or email [bbundy@midwestcityok.org](mailto: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.

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



**CITY COUNCIL AGENDA**

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

February 22, 2022 – 6:00 PM

Presiding members: Mayor Matthew Dukes

Ward 1 Susan Eads

Ward 2 Pat Byrne

Ward 3 Española Bowen

Ward 4 Sean Reed

Ward 5 Christine Allen

Ward 6 Rick Favors

City Staff:

City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Assistant City Manager Vaughn Sullivan
- Pledge of Allegiance by Carl Albert High School ROTC Cadets
- Community-related announcements and comments
- Oklahoma Municipal League 25 Year Service Awards:
  - Wade Ramsey – Police
  - Ronald Weatherly – Police
  - Carissa Southern – Police
  - Michael Herren – Fire
  - Kevin Lemons - Water Plant
  - Craig Davis - Fleet Services

- C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Council, by unanimous consent, can approve routine agenda items by one motion. If any Council member requests to discuss an item(s) or if unanimous consent is not received, then the item or items will be removed and heard in regular order.
1. Discussion and consideration for adoption, including any possible amendment, of the January 25, 2022 meeting minutes. (City Clerk - S. Hancock)
  2. Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of January 2022. (Finance - T. Cromar)
  3. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: 2018 Election G.O. Bonds Fund, expenses/Park & Rec (06) \$77,471. Grants Fund, revenue/Intergovernmental (21) \$20,000; expenditures/Transfers Out (21) \$20,000. Emergency Operations Fund, revenue/Transfers In (00) \$20,000. Welcome Center Fund, expenses/Tourism (74) \$135,038. Street & Alley Fund, expenses/Street (09) \$125,152. Capital Improvements Fund, expenses/Capital Improvements (57) \$300,000. Disaster Relief Fund, expenses/Neighborhood Services (15) \$90,000. 2022 Issue G.O. Bond Fund, revenue/Intergovernmental (64) \$5,840,175; expenses/Fire (64) \$5,840,175. Fire Fund, revenue/Transfers In (00) \$7,393. 2018 Election G.O. Bond Fund, expenses/Transfers Out (64) \$7,393. 2018 Election G.O. Bond Fund, expenses /Fire (64) \$18,837. Decrease: Fire Fund, expenses/Fire (64) \$18,837. (Finance - T. Cromar)
  4. Discussion and consideration of adoption, including any possible amendment, of accepting the financial audit of the City of Midwest City as of and for the year ended June 30, 2021. (Finance - T. Cromar)
  5. Discussion and consideration of adopting, including any possible amendment, the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan. (Human Resources - T. Bradley)
  6. Discussion and consideration for the awarding of the bid and entering into a contract, including any possible amendments, for concessionaire services at Reed Ball Park & Doug Hunt Complex to Powerhouse Catering. (City Manager - V. Sullivan)
  7. Discussion and consideration for awarding of the bid and entering into a contract for concessionaire services, including any possible amendments, at the Midwest City Sports Complex to Powerhouse Catering. (City Manager - V. Sullivan)
  8. Discussion and consideration of, including any possible amendment, approving Change Order #5 with Lippert Brothers, Inc. to provide a 12" Oklahoma City waterline main extension, in an amount not to exceed \$378,203.63. (City Manager - V. Sullivan)
  9. Discussion and consideration of adoption, including any possible amendment of approving Change Order No. 3 to the construction contract with Downey Contracting, LLC for the construction of one 1.75 MG ground (at grade) water storage and a new booster pump station located in the vicinity of Felix Place north of S.E. 15th Street in the amount of \$22,521.15. (Public Works - P. Menefee)

10. Discussion and consideration of adoption, including any possible amendment of approving Change Order No. 4 to the construction contract with Downey Contracting, LLC for the construction of one 1.75 MG ground (at grade) water storage and a new booster pump station located in the vicinity of Felix Place north of S.E. 15th Street by increasing the contract time by 79 days with no additional increase to cost. (Public Works - P. Menefee)
11. Discussion and consideration for adoption, including any possible amendment of, entering into a sole source contract with CNG Solutions to complete the second phase or expansion of the Compressed Natural Gas (CNG) filling station located at Public Works, 8730 SE 15th St. for a total cost of \$415,656. (Public Works - R. Paul Streets)
12. Discussion and consideration for adoption, including any possible amendment of, approving a proposal from Paddock Enterprises, Inc. for installation of replacement of existing swimming pool filters, in the amount of \$85,138.00. (Public Works - R. Paul Streets)
13. Discussion and consideration of adoption, including any possible amendment of the acceptance of maintenance bonds from Klassic Tap, L.L.C. in the amount of \$25,000.00, respectively. (Public Works - P Menefee)
14. Discussion and consideration of, including any possible amendment, accepting a Grant of Permanent Easement from Baker Investment Group, LLC across a certain parcel of land located within the corporate boundaries of Midwest City, in the Northwest Quarter (NW/4) of Section One (1), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Approximate address of parcel providing easement is 208 S Douglas Boulevard. (Community Development - B. Bundy)
15. Discussion and consideration of approving and entering, including any amendment thereto, into a project agreement for Federal-aid Project Number STPG-255F(563)AG, State Job Number 35922(04)(05)(06)(07), with the Oklahoma Department of Transportation (ODOT) to receive \$786,920 in construction federal funds for Signal Phase 4; improving 7 signals. (Community Development - B. Bundy)
16. Discussion and consideration of approving and entering, including any amendment thereto, into a project agreement for Federal-aid Project Number STPG-255F(566)AG, State Job Number 35926(04)(05)(06)(07), with the Oklahoma Department of Transportation (ODOT) to receive \$318,000 in construction federal funds for a striping project. (Community Development - B. Bundy)
17. Discussion and consideration of approving and entering, including any amendment thereto, into a project agreement for Federal-aid Project Number STPG-255F(567)AG, State Job Number 35927(04)(05)(06)(07), with the Oklahoma Department of Transportation (ODOT) to receive \$788,640 in construction federal funds for Signal Phase 5; improving 6 signals. (Community Development - B. Bundy)

- [18.](#) Discussion and consideration of approving and entering, including any amendment thereto, into a project agreement for Federal-aid Project Number TAP-255D(510)AG, State Job Number 33269(04)(05), with the Oklahoma Department of Transportation (ODOT) to receive \$904,000 in construction federal funds for future phase 2 & 3 of the rail with trail. (Community Development - B. Bundy)
- [19.](#) Discussion and consideration, including any amendment, of re-appointing Española Bowen as Committee Chair of the Midwest City Council Race Relations Committee. (City Manager - T. Lyon)
- [20.](#) Discussion and consideration to reappoint, including any amendments, Kim Templman to the Park Board Committee for an additional three year term. (City Manager - V. Sullivan)
- [21.](#) Discussion and consideration of reappointing Dee Collins and Jess Huskey to the Planning Commission for an additional three-year term. (Community Development – B. Harless)
- [22.](#) Discussion and consideration for adoption, including any possible amendment of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction, sealed bid, or other means as necessary. (Information Technology - A. Stephenson)

D. DISCUSSION ITEMS.

- [1.](#) Discussion and consideration for adoption, including any possible amendment of an ordinance amending the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Article III, Fire Prevention Codes and Standards, Division 2, Fire Prevention Codes, by amending Section 15-59, Fire Department Annual License/Inspections, and taking Section 15-60 out of reserve and entitling it "New Construction System Inspection or Inspection for Alteration at 50% or Greater"; and providing for repealer and severability. (Fire - B. Norton)
- [2.](#) Discussion and consideration of, including any possible amendment, approving and passing an ordinance amending Chapter 30, Parks and Recreation, of the Midwest City Code, Article IV, Golf, by amending Section 30-46 (a)(b), Golf course rates; establishing an effective date; and providing for repealer and severability. (City Manager - V. Sullivan)

E. NEW BUSINESS/PUBLIC DISCUSSION.

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

F. EXECUTIVE SESSIONS.

1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session. (Economic Development - R. Coleman)
2. Discussion and consideration of 1) entering into executive session, as allowed under Title 25 Section 307 (B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest; and 2) authorizing the City Manager to take action as appropriate based on discussion. (City Manager - T. Lyon)

G. FURTHER INFORMATION.

1. Review of the January 2022 Building Report. (Community Development - B. Harless)

H. ADJOURNMENT.



CONSENT AGENDA



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

**Midwest City Council Minutes  
January 25, 2022**

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

Mayor Matt Dukes called the meeting to order at 6:01 PM with following members present:

	Ward 4 Sean Reed	City Manager Tim Lyon
Ward 2 Pat Byrne	Ward 5 Christine Allen	City Clerk Sara Hancock
Ward 3 Española Bowen	Ward 6 Rick Favors	City Attorney Don Maisch

Absent: Ward 1 Susan Eads

OPENING BUSINESS. Assistant City Manager Vaughn Sullivan led the Invocation. Carl Albert High School ROTC Cadets Baker & Copple led the Pledge of Allegiance. Staff and Council made Community-related announcements and comments. Mayor Dukes and City Manager Tim Lyon presented the proclamations and plaques to Police Retirees Sgt. Timothy Blanton, Sgt. Jeffery Harbin, Sgt. Archie Huston Jr. and Fire Retirees Major Brad Spiva and Major Michael Herren.

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

1. Discussion and consideration for adoption, including any possible amendment of the December 14, 2021 meeting minutes.
2. Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of November 2021.
3. Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of December 2021.
4. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: Grants Fund, revenue/Intergovernmental (62) \$60,000; revenue/Transfers In (62) \$4,590; expenditures (62) Police \$64,590. Police Impound Fees Fund, expenditures/ Transfers Out (62) \$4,590. Reimbursed Projects Fund, expenditures/Neighborhood Services (15) \$11,400. Fire Fund, expenditures/Fire (64) \$85,200. Jail Fund, expenditures/Police (62) \$28,539.
5. Discussion and consideration of adopting, including any possible amendment, the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.

6. Discussion and consideration of adopting, including any possible amendment, the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.
7. Discussion and consideration of approving and including any possible amendment of an Agreement for the Sub-Grant of Emergency Management Performance Grant Program Funds EMPG 2021 with the State of Oklahoma Department of Emergency Management and Homeland Security (ODEMHS) in the amount of \$20,000 effective October 1, 2021.
8. Discussion and consideration for adoption, including any possible amendment of Supplement 1 to the GUY Engineering contract for design of the resurfacing project for Reno Avenue from Midwest Boulevard to Blake Drive in an increased amount of \$18,945.
9. Discussion and consideration of adoption, including any possible amendment of the acceptance of maintenance bonds from Downey Contracting, L.L.C. in the amount of \$4,631.25, respectively.
10. Discussion and consideration of, including any possible amendment, accepting a Grant of Permanent Easement from Shaz Investment Group, LLC. across a certain parcel of land located within the corporate boundaries of Midwest City, in the Southeast Quarter (SE/4) of Section Seven (7), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma. Approximate address of parcel providing easement is 10805 SE 29<sup>th</sup> Street.
11. Discussion and consideration, including any amendment thereto, of approving Change Order #05 with the Oklahoma Department of Transportation for STP-255N(496)AG, State Job Number 31546(04), Douglas Resurfacing for -\$48,976.19.
12. Discussion and consideration of approving and entering, including any amendment thereto, into a project agreement for Federal-aid Project Number TAP-255D(326)AG, State Job Number 31433(04), with the Oklahoma Department of Transportation (ODOT) to receive \$96,800 in federal funds for a new trail connection and signalized crossing of Midwest Boulevard in the area adjacent to Midwest City Elementary School.
13. Discussion and consideration for adoption, including any possible amendment of change order #3 amending the contract with Shiloh Enterprises, Inc. to construct the WP Bill Atkinson Park in an increased amount of \$103,887.57 and to add 55 additional days of time.
14. Discussion and consideration including any possible amendment of, declaring (4) Chevrolet Impalas as surplus and authorizing disposal by public auction, sealed bid or other means necessary.
15. Discussion and consideration, including any possible amendment of declaring 108 firearms of various calibers as surplus and authorizing their disposal by trade-in toward future purchases of with GT Distributors, Austin, Texas for a trade-in amount of \$16,083.00.

#### DISCUSSION ITEMS.

1. **Discussion and consideration to award the sale of the \$5,700,000 City of Midwest City General Obligation Bonds, Series 2022 to the lowest bidder.** J. Wiedman, C. Gander and T.



Lyon addressed the Council. After Staff and Council discussion, Reed made a motion to award the sale to Piper Sandler & Co., seconded by Bowen. Voting Aye: Byrne, Bowen, Reed, Allen, Favors and Dukes. Absent: Eads. Nay: None. Motion carried.

2. **Discussion and consideration for adoption, including any possible amendment or revision, of an Ordinance providing for the issuance of General Obligation Bonds in the sum of Five Million Seven Hundred Thousand and no/100s dollars (\$5,700,000.00) by the City of Midwest City, Oklahoma authorized at an election duly called and held for such purpose; prescribing form of bonds; providing for registration thereof; providing for a system of registration for uncertificated registered public obligations; providing levy of an annual tax for payment of principal and interest on the same; fixing other details of the issue; and declaring an emergency.** Byrne made a motion to approve Ordinance 3470, seconded by Bowen. Roll call vote: Aye: Byrne, Bowen, Reed, Allen, Favors and Dukes. Absent: Eads. Nay: None. Motion carried. Byrne made a motion to declare Ordinance 3470 an emergency, seconded by Allen. Roll call vote: Aye: Byrne, Bowen, Reed, Allen, Favors and Dukes. Absent: Eads. Nay: None. Motion carried.
3. **(CA-81) Discussion and consideration, including any amendment thereto, of an appeal by G&S Sign Services to Section 9-385(x) which prohibits off-premise advertising from all zoning districts except industrial for the property addressed as 301 N Midwest BLVD (a/k/a a Part of the SE/4, SE/4, Sec. 34, T12N, R02W, I.M, Oklahoma County, OK.** B. Harless and T. Lyon addressed the Council. After Staff and Council discussion, Bowen made a motion to approve the appeal, seconded by Byrne. Voting Aye: Byrne, Bowen, Reed, Allen, Favors and Dukes. Absent: Eads. Nay: None. Motion carried.
4. **(PC – 2102) Discussion and consideration of adoption, including any possible amendment of the proposed preliminary plat of Parkway described as a part of the SW/4 of Section 7, T11N, R1W, addressed as 10301 SE 29<sup>th</sup> Street.** B. Harless and William Tomlinson, 10328 Alicia Dr. addressed the Council. Favors made a motion to approve the plat, seconded by Byrne. Voting Aye: Byrne, Bowen, Reed, Allen, Favors and Dukes. Absent: Eads. Nay: None. Motion carried.
5. **(TS-445) Discussion and consideration of adoption, including any possible amendment of accepting the updated Traffic Signal Study and analysis for the intersection of S.E. 15th Street and Windsong Drive and approving the Traffic and Safety Commission’s recommendation of denial for a signal installation.** P. Menefee and T. Lyon addressed the Council. Favors made a motion to accept the Traffic Signal Study and analysis and deny the signal installation, seconded by Allen. Voting Aye: Byrne, Bowen, Reed, Allen, Favors and Dukes. Absent: Eads. Nay: None. Motion carried.
6. **Discussion and consideration for adoption, including any possible amendment, of a resolution formally appointing representation to the Midwest City Local Development Act Review Committee from all entities that receive ad valorem tax collections from the vicinity of Northeast 23rd Street and Northeast 36th Street, including the Soldier Creek Industrial Park.** R. Coleman addressed the Council. Bowen made a motion to approve Resolution 2022-01, seconded by Allen. Voting Aye: Byrne, Bowen, Reed, Allen, Favors and Dukes. Absent: Eads. Nay: None. Motion carried.

7. **Discussion and consideration of appointing one qualified elector residing in Oklahoma County, to represent the City of Midwest City on the Board of Directors of the Central Oklahoma Master Conservancy District (COMCD) for the remaining term of Casey Hurt and submitting the names to the Cleveland County district judge, who will appoint them to membership on the Board of Directors of the COMCD.** R. Streets addressed the Council. After Staff and Council discussion, Byrne made a motion to appoint David Ballew, seconded by Reed. Voting Aye: Byrne, Bowen, Reed, Allen, Favors and Dukes. Absent: Eads. Nay: None. Motion carried.
8. **Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations, Article I, In General, Section 9-2, Dilapidated buildings; and providing for a repealer, severability and declaring an emergency.** D. Maisch addressed the Council. After Staff and Council discussion, Allen made a motion to approve Ordinance 3471, seconded by Byrne. Voting Aye: Byrne, Bowen, Reed, Allen, Favors and Dukes. Absent: Eads. Nay: None. Motion carried. Byrne made a motion to declare Ordinance 3471 an emergency, seconded by Bowen. Voting Aye: Byrne, Bowen, Reed, Allen, Favors and Dukes. Absent: Eads. Nay: None. Motion carried.
9. **(PC-2099) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from C-3, Community Commercial and R-6, Single Family Residential to PUD, Planned Unit Development, governed by the R-MD, Medium Density Residential and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential, and OR, Office Retail, to MDR, Medium Density Residential, for the property described as a part of the SW/4 of Section 34, T-12-N, R-2-W, located at 2905 and 2913 N. Glenhaven Drive and 198 and 208 Marlow Drive.** B. Harless, Mark Thompson, 212 Country Club Ter., and David Box, applicant's representative, addressed the Council. After Staff and Council discussion, Byrne made a motion to approve Ordinance 3472 and Resolution 2022-02 with addition to the PUD to include the applicant agrees to tie the detention pond outlet into the underground storm sewer, which is approximately 230 linear feet to the north, at his expense and to include all staff comments, seconded by Reed. Voting Aye: Byrne, Bowen, Reed, Allen, Favors and Dukes. Absent: Eads. Nay: None. Motion carried.
10. **Discussion and consideration for adoption, including any possible amendment of, the American Recovery Plan Act list of projects and projected costs of \$9,858,239.** T. Lyon addressed the Council. Bowen made motion to approve the consent agenda, seconded by Byrne. Voting Aye: Byrne, Bowen, Reed, Allen, Favors and Dukes. Absent: Eads. Nay: None. Motion carried.

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

At 7:07 PM Reed made a motion to recess, seconded by Allen. Voting Aye: Byrne, Bowen, Reed, Allen, Favors and Dukes. Absent: Eads. Nay: None. Motion carried.

At 7:23 PM Allen made motion to reconvene, seconded by Reed. Voting Aye: Byrne, Bowen, Reed, Allen, Favors and Dukes. Absent: Eads. Nay: None. Motion carried.

EXECUTIVE SESSION.

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

At 7:23 PM Allen made a motion to enter executive session, seconded by Reed. Voting Aye: Byrne, Bowen, Reed, Allen, Favors and Dukes. Absent: Eads. Nay: None. Motion carried.

At 8:00 PM Favors made a motion to return to open session, seconded by Allen. Voting Aye: Byrne, Bowen, Reed, Allen, Favors and Dukes. Absent: Eads. Nay: None. Motion carried.

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

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 8:00 PM.

ATTEST:

\_\_\_\_\_  
MATTHEW D. DUKES II, Mayor

\_\_\_\_\_  
SARA HANCOCK, City Clerk



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director/ City Treasurer

DATE: February 22, 2022

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

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

<b>2018 Election G.O. Bond (270)</b> decreased due to the payments for:	
Various Capital Outlay	<\$1,008,034>
<b>2018 G.O. Bond Proprietary (271)</b> decreased because of the payments for:	
Various Capital Outlay	<\$1,296,649>
<b>G.O. Debt Services (350)</b> increased due to the receipts of:	
Ad Valorem Taxes	\$1,743,553
<b>MWC Hospital Authority (425)</b> activities for January:	
Compounded Principal (9010) - unrealized loss on investment	<\$5,776,358>
- Comply with Hospital Authority trust indenture article 7, paragraph 1J	<\$11,000,000>
Discretionary (9050) - unrealized loss on investment	<\$1,813,667>

*Tiatia Cromar*

Tiatia Cromar  
Finance Director/ City Treasurer

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

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2021 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	5,032,391	-	4,541,773	1,686,123	(1,195,505)	490,618	5,032,391
10	GENERAL	11,929,218	(158,065)	10,404,097	25,306,748	(23,939,692)	1,367,056	11,771,152
11	CAPITAL OUTLAY RESERVE	737,142	-	741,398	1,073	(5,330)	(4,256)	737,142
13	STREET AND ALLEY FUND	1,633,004	(11,481)	1,617,200	378,260	(373,936)	4,324	1,621,524
14	TECHNOLOGY FUND	510,930	-	433,563	197,962	(120,596)	77,367	510,930
15	STREET LIGHT FEE	1,626,409	-	1,747,738	348,115	(469,444)	(121,329)	1,626,409
16	REIMBURSED PROJECTS	1,018,604	(7)	1,055,221	74,788	(111,411)	(36,623)	1,018,598
17	29TH & DOUGLAS PROPERTY	3,063	-	291	10,004	(7,232)	2,772	3,063
20	MWC POLICE DEPARTMENT	9,354,968	(5,608)	8,840,718	10,677,042	(10,168,400)	508,642	9,349,360
21	POLICE CAPITALIZATION	1,343,554	-	724,080	967,031	(347,557)	619,474	1,343,554
25	JUVENILE FUND	54,445	-	38,163	35,901	(19,618)	16,282	54,445
30	POLICE STATE SEIZURES	84,730	-	87,864	125	(3,259)	(3,133)	84,730
31	SPECIAL POLICE PROJECTS	84,676	-	87,241	4,212	(6,777)	(2,566)	84,676
33	POLICE FEDERAL PROJECTS	48,363	-	48,467	1,467	(1,572)	(105)	48,363
34	POLICE LAB FEE FUND	28,425	-	25,123	7,709	(4,407)	3,302	28,425
35	EMPLOYEE ACTIVITY FUND	16,708	-	24,677	5,165	(13,134)	(7,969)	16,708
36	JAIL	187,268	-	148,088	69,677	(30,497)	39,180	187,268
37	POLICE IMPOUND FEE	127,268	-	114,337	23,435	(10,504)	12,931	127,268
40	MWC FIRE DEPARTMENT	6,359,531	(4)	5,798,220	8,319,611	(7,758,303)	561,307	6,359,527
41	FIRE CAPITALIZATION	1,621,462	-	1,263,814	529,120	(171,473)	357,648	1,621,462
45	MWC WELCOME CENTER	419,951	3	337,163	110,757	(27,966)	82,791	419,954
46	CONV / VISITORS BUREAU	358,624	-	276,171	207,085	(124,631)	82,453	358,624
50	DRAINAGE TAX FUND	-	-	-	-	-	-	-
60	CAPITAL DRAINAGE IMP	633,246	-	710,068	276,022	(352,844)	(76,822)	633,246
61	STORM WATER QUALITY	1,233,790	-	1,183,745	469,364	(419,319)	50,045	1,233,790
65	STREET TAX FUND	2,089,587	-	1,868,157	316,733	(95,302)	221,431	2,089,587
70	EMERGENCY OPER FUND	847,073	-	838,966	343,899	(335,792)	8,107	847,073
75	PUBLIC WORKS ADMIN	628,041	-	630,577	876,612	(879,149)	(2,537)	628,041
80	INTERSERVICE FUND	676,031	-	718,232	1,581,900	(1,624,101)	(42,201)	676,031
81	SURPLUS PROPERTY	586,775	(468,077)	119,209	29,476	(29,987)	(511)	118,698
115	ACTIVITY FUND	383,128	35	358,955	92,943	(68,736)	24,208	383,163
123	PARK & RECREATION	779,295	(150)	723,200	380,605	(324,660)	55,945	779,145
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	518,634	(518,634)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	181,709	-	169,787	46,511	(34,589)	11,922	181,709
143	GRANT FUNDS	6,217,104	(6,157,104)	289,122	(26,200)	(202,922)	(229,122)	60,000

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

Fund Number	Fund Description	Assets	Liabilities	6/30/2021 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	3,032,668	-	2,538,212	593,793	(99,336)	494,457	3,032,668
172	CAP. WATER IMP-WALKER	1,997,690	-	1,703,191	295,408	(909)	294,500	1,997,690
178	CONST LOAN PAYMENT REV	3,848,446	(15,358)	3,428,570	453,727	(49,209)	404,518	3,833,089
184	SEWER BACKUP FUND	80,241	-	80,124	117	-	117	80,241
186	SEWER CONSTRUCTION	5,776,965	-	5,345,887	841,618	(410,540)	431,078	5,776,965
187	UTILITY SERVICES	493,471	(924)	465,084	700,036	(672,573)	27,464	492,548
188	CAP. SEWER IMP.-STROTH	1,176,116	-	746,433	462,222	(32,538)	429,683	1,176,116
189	UTILITIES CAPITAL OUTLAY	2,396,886	(126,524)	2,128,425	239,913	(97,976)	141,937	2,270,362
190	MWC SANITATION DEPARTMENT	5,714,087	-	4,703,029	4,587,199	(3,576,140)	1,011,058	5,714,087
191	MWC WATER DEPARTMENT	3,996,551	-	3,857,782	4,258,552	(4,119,783)	138,769	3,996,551
192	MWC SEWER DEPARTMENT	3,673,497	-	2,796,457	4,648,951	(3,771,912)	877,040	3,673,496
193	MWC UTILITIES AUTHORITY	1,011,106	-	951,918	59,953	(764)	59,189	1,011,106
194	DOWNTOWN REDEVELOPMENT	576,422	(5,045)	579,446	843	(8,912)	(8,069)	571,377
195	HOTEL/CONFERENCE CENTER	541,062	(1,052,911)	(249,597)	1,112,571	(1,374,823)	(262,251)	(511,848)
196	HOTEL 4% FF&E	644,794	(307,959)	601,751	3,423,811	(3,688,726)	(264,916)	336,836
197	JOHN CONRAD REGIONAL GOLF	263,568	(146,445)	176,484	296,654	(356,016)	(59,362)	117,123
201	URBAN RENEWAL AUTHORITY	19,245	-	21,797	58,613	(61,166)	(2,552)	19,245
202	RISK MANAGEMENT	850,385	(37)	1,322,592	526,914	(999,158)	(472,244)	850,348
204	WORKERS COMP	3,775,481	-	3,795,625	466,238	(486,382)	(20,144)	3,775,481
220	ANIMALS BEST FRIEND	75,366	-	66,529	14,082	(5,246)	8,836	75,366
225	HOTEL MOTEL FUND	-	-	-	364,553	(364,553)	-	-
230	CUSTOMER DEPOSITS	1,526,345	(1,526,345)	-	2,239	(2,239)	-	-
235	MUNICIPAL COURT	83,637	(83,637)	-	131	(131)	-	-
240	L & H BENEFITS	1,822,185	(45,533)	1,440,177	6,103,976	(5,767,502)	336,474	1,776,651
250	CAPITAL IMP REV BOND	7,159,243	(47,647,033)	(40,093,181)	9,330,524	(9,725,133)	(394,609)	(40,487,790)
269	2002 G.O. STREET BOND	302,532	-	316,717	454	(14,640)	(14,186)	302,532
270	2018 ELECTION G.O. BOND	18,781,802	(505,135)	28,243,801	265,155	(10,232,290)	(9,967,134)	18,276,667
271	2018 G.O. BONDS PROPRIETARY	2,994,111	(363,222)	7,103,148	11,927	(4,484,186)	(4,472,259)	2,630,889
310	DISASTER RELIEF	8,508,965	(185,273)	8,683,115	131,077	(490,500)	(359,423)	8,323,693
340	REVENUE BOND SINKING FUND	-	-	-	3,967,040	(3,967,040)	-	-
350	G. O. DEBT SERVICES	4,715,022	(14,576)	2,395,523	2,936,932	(632,009)	2,304,923	4,700,447
352	SOONER ROSE TIF	1,039,308	-	758,227	681,594	(400,514)	281,081	1,039,308
353	ECONOMIC DEV AUTHORITY	53,775,859	(49,245,858)	3,984,950	770,190	(225,140)	545,051	4,530,001
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	113,937,348	(1,508)	125,576,655	2,136,385	(13,777,199)	(11,640,814)	113,935,841
425-9020	MWC HOSP AUTH-LOAN RESERVE	-	-	-	-	-	-	-
425-9050	MWC HOSP AUTH-DISCRETIONARY	21,822,526	(3,860)	19,799,495	2,686,544	(667,374)	2,019,171	21,818,666
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	10,424,265	-	9,244,883	1,309,919	(130,535)	1,179,384	10,424,267
425-9080	MWC HOSP AUTH GRANTS	725,929	-	152,847	633,082	(60,000)	573,082	725,929
	TOTAL	344,405,667	(108,077,641)	248,637,550	108,240,849	(120,550,370)	(12,309,522)	236,328,028



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: February 22, 2022

SUBJECT: Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: 2018 Election G.O. Bonds Fund, expenses/Park & Rec (06) \$77,471. Grants Fund, revenue/Intergovernmental (21) \$20,000; expenditures/Transfers Out (21) \$20,000. Emergency Operations Fund, revenue/Transfers In (00) \$20,000. Welcome Center Fund, expenses/Tourism (74) \$135,038. Street & Alley Fund, expenses/Street (09) \$125,152. Capital Improvements Fund, expenses/Capital Improvements (57) \$300,000. Disaster Relief Fund, expenses/Neighborhood Services (15) \$90,000. 2022 Issue G.O. Bond Fund, revenue/Intergovernmental (64) \$5,840,175; expenses/Fire (64) \$5,840,175. Fire Fund, revenue/Transfers In (00) \$7,393. 2018 Election G.O. Bond Fund, expenses/Transfers Out (64) \$7,393. 2018 Election G.O. Bond Fund, expenses/Fire (64) \$18,837. Decrease: Fire Fund, expenses/Fire (64) \$18,837.

The first supplement is needed to budget security system improvements at the Reed Sports Complex and Multi-Purpose Sports Facility. The second and third supplements are needed to budget receipt of 2021 EMPG Grant into Grants Fund and transfer of grant proceeds from Grants Fund to Emergency Operations Fund. The fourth supplement is needed to budget swimming pool filters and installation for the Reno swimming pool. The fifth and sixth supplements are needed to increase budget for the Reno – Midwest to Douglas street repair project. The seventh supplement is needed to increase budget for code enforcement mowing and cleanup expenses to end of fiscal year. The eighth supplement is needed to budget proceeds of 2022 G.O. Bonds to be used for construction of Police/Fire Training Facility. The ninth and tenth supplements are needed to reimburse Fire Fund from 2018 Election G.O. Bond Fund for expenses paid for bond-related projects in Fiscal Year 2021. The eleventh supplement and the decrease are needed to reclass budget in Fire Fund for bond-related projects to 2018 Election G.O. Bond Fund.

Tiatia Cromar

Tiatia Cromar  
Finance Director

**SUPPLEMENTS**  
**February 22, 2022**

Fund 2018 ELECTION GO BONDS (270)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
6	Park & Rec			77,471	
		0	0	77,471	0

**Explanation:**  
To budget security system improvements at Reed Sports Complex (\$24,381) and Multi-Purpose Sports Facility (\$53,090). Funding to come from interest earnings on bonds.

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
21	Intergovernmental	20,000			
21	Transfers Out			20,000	
		20,000	0	20,000	0

**Explanation:**  
To budget 2021 EMPG Grant and transfer out of grant proceeds to Emergency Operations Fund.

Fund EMERGENCY OPERATIONS (070)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
0	Transfers In	20,000			
		20,000	0	0	0

**Explanation:**  
To budget transfer in of 2021 EMPG Grant proceeds from Grants Fund.

Fund WELCOME CENTER (045)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
74	Tourism			135,038	
		0	0	135,038	0

**Explanation:**  
To budget swimming pool filters and installation at Reno swimming pool.. Funding to come from fund balance.

Fund STREET & ALLEY (013)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
9	Street			125,152	
		0	0	125,152	0

**Explanation:**  
To increase budget for Reno-Midwest to Douglas street repair project. Funding to come from fund balance.



**SUPPLEMENTS**  
**February 22, 2022**

Fund CAPITAL IMPROVEMENTS (157)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
57	Capital Improvements			300,000	
		0	0	300,000	0

**Explanation:**  
To increase budget for Reno-Midwest to Douglas street repair project. Funding to come from fund balance.

Fund DISASTER RELIEF (310)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
15	Neighborhood Services			90,000	
		0	0	90,000	0

**Explanation:**  
To increase budget for code enforcement mowing and cleanup expenses to end of fiscal year. Funding to come from fund balance.

Fund 2022 ISSUE G.O. BOND (272)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
64	Intergovernmental	5,840,175			
64	Fire			5,840,175	
		5,840,175	0	5,840,175	0

**Explanation:**  
To budget proceeds of 2022 G.O. Bonds to be used for the construction of Police/Fire Training Facility.

Fund FIRE (040)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	Transfers In	7,393			
		7,393	0	0	0

**Explanation:**  
To increase budget to reimburse Fire Fund for expenses paid for bond-related projects in fiscal year 2021.

Fund 2018 ELECTION G.O. BOND (270)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
64	Transfers Out			7,393	
		0	0	7,393	0

**Explanation:**  
To increase budget to reimburse Fire Fund for expenses paid for bond-related projects in fiscal year 2021. Funding to come from fund balance (bond proceeds).

**SUPPLEMENTS**  
**February 22, 2022**

Fund 2018 ELECTION G.O. BOND (270)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
64	Fire			18,837	
		<u>0</u>	<u>0</u>	<u>18,837</u>	<u>0</u>

**Explanation:**  
 To reclass budget in Fire Fund for bond-related projects to 2018 Election G.O. Bond Fund. Funding to come from fund balance (bond proceeds) in 2018 Election G.O. Bond Fund.

**DECREASES**

Fund FIRE (040)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
64	Fire				18,837
		<u>0</u>	<u>0</u>	<u>0</u>	<u>18,837</u>

**Explanation:**  
 To reclass budget in Fire Fund for bond-related projects to 2018 Election G.O. Bond Fund.



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: February 22, 2022

SUBJECT: Discussion and consideration of adoption, including any possible amendment, of accepting the financial audit of the City of Midwest City as of and for the year ended June 30, 2021

The financial audit for the City of Midwest City as of and for the year ended June 30, 2021 and the required communications by the auditor are attached.

Mike Gibson of RSM US LLP will be at the February 22, 2022 meeting to present the audit and answer any questions you may have.

*Tiatia Cromar*  
Finance Director



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December 22, 2021

City Council and Members of Management  
City of Midwest City  
Midwest City, Oklahoma

Attention: City Council

This letter is to inform the City Council of the City of Midwest City about significant matters related to the conduct of our audit as of and for the year ended June 30, 2021, so that it can appropriately discharge its oversight responsibility and we comply with our professional responsibilities.

Generally accepted auditing standards (AU-C 260, *The Auditor's Communication With Those Charged With Governance*) require the auditor to promote effective two-way communication between the auditor and those charged with governance. Consistent with this requirement, the following summarizes our responsibilities regarding the financial statement audit as well as observations arising from our audit that are significant and relevant to your responsibility to oversee the financial reporting process.

## Our Responsibilities With Regard to the Financial Statement Audit

Our responsibility under auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States have been described to you in our arrangement letter dated June 28, 2021. The audit of the basic financial statements does not relieve management or those charged with governance of their responsibilities, which are also described in that letter.

## Overview of the Planned Scope and Timing of the Financial Statement Audit

We have issued a separate communication dated November 1, 2021, regarding the planned scope and timing of our audit and identified significant risks.

- During the course of performing our audit procedures, we identified an additional significant risk, related to the recognition of revenue, specifically grant revenue related to CARES Act and FEMA funding for the ICE Storm. We designed specific audit procedures relevant to those risks.

## Significant Accounting Practices, Including Policies, Estimates and Disclosures

In our meeting with you, we will discuss our views about the qualitative aspects of the City's significant accounting practices, including significant accounting policies, significant unusual transactions, accounting estimates and financial statement disclosures. The following is a list of the matters that will be discussed, including the significant estimates, which you may wish to monitor for your oversight responsibilities of the financial reporting process:

- **Significant Accounting Estimates:**
  - a. Investments – fair value
  - b. Allowance for uncollectible receivables
  - c. Capital assets – useful lives of depreciable assets

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- d. Risk financing – incurred but not reported claims
- e. Net pension liability – actuarial assumptions for police and fire
- f. Total OPEB Liability – actuarial assumptions

- **Significant Transactions during the Year:**

- a. Jury settlement in October 2021 – liability accrued of \$12.0 million
- b. Termination of Hospital lease – recognition of gain totaling \$5.3 million
- c. Recognition of grant revenues – related to ice storm totaling \$6.1 million
- d. CARES Grant Income – revenues totaling \$4.4 million

## **Audit Adjustments and Uncorrected Misstatements**

Management corrected the following material misstatement that was identified as a result of our audit procedures:

- Retiree contributions totaling \$1.9 million related to the City's OPEB plan were recorded as revenues rather than reductions of expenses.

We identified uncorrected misstatements that management has concluded are not, individually or in the aggregate, material to the basic financial statements. We agree with management's conclusion in that regard. Uncorrected misstatements or matters underlying these uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even if we have concluded that the uncorrected misstatements are immaterial to the financial statements under audit. Uncorrected misstatements are summarized in the management representation letter, at Attachment A.

## **Internal Control Matters and Compliance Findings**

We have separately communicated in a reporting package dated December 22, 2021, significant deficiencies in internal control over financial reporting identified during our audit of the basic financial statements, as required by *Government Auditing Standards*.

## **Disagreements With Management**

We did not have any disagreements with management regarding the application of accounting principles or auditing standards.

## **Consultation With Other Accountants**

We are not aware of any consultations management had with other accountants about accounting or auditing matters.

## **Management Representations**

Attached is a copy of the management representation letter.

### **Audit in accordance with Uniform Guidance**

Our engagement also includes the audit the City's major federal programs in accordance with the Uniform Guidance. That portion of the engagement is still in progress, and we will be issuing our reports when it is completed.

### **Closing**

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to continue to be of service to City of Midwest City.

This report is intended solely for the information and use of the City Council and management, and is not intended to be, and should not be, used by anyone other than these specified parties.

*RSM US LLP*

## **ATTACHMENT A**

### **Management Representation Letter**

December 27, 2021

RSM US LLP  
210 Park Avenue, Suite 1725  
Oklahoma City, Oklahoma 73102

This representation letter is provided in connection with your audit of the basic financial statements of the City of Midwest City, Oklahoma (the "City") as of and for the year ended June 30, 2021 for the purpose of expressing an opinion on whether the financial statements are presented fairly, in all material respects in accordance with accounting principles generally accepted in the United States (U.S. GAAP).

We confirm, to the best of our knowledge and belief, as of December 27, 2021:

### **Financial Statements**

1. We have fulfilled our responsibilities, as set out in the terms of the audit arrangement letter dated June 28, 2021, for the preparation and fair presentation of the financial statements referred to above in accordance with U.S. GAAP.
2. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
4. Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable and reflect our judgment based on our knowledge and experience about past and current events and our assumptions about conditions we expect to exist and courses of action we expect to take.
5. Related-party transactions have been recorded in accordance with the economic substance of the transaction and appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP. Types of related party transactions engaged in by the City include:
  - a. Interfund transactions, including interfund accounts and advances receivable and payable, sale and purchase transactions, interfund transfers, long-term loans, leasing arrangements and guarantees.
  - b. Those with component units for which the City is accountable.
  - c. Those with jointly governed organizations in which the City participates. This consists of Central Oklahoma Master Conservancy District.
6. The financial statements properly classify all funds and activities in accordance with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, as amended.
7. All events subsequent to the date of the financial statements for which U.S. GAAP requires adjustment or disclosure, have been adjusted or disclosed. This includes the outcome of the lawsuit between House of Realty et al v. City of Midwest City and Midwest City Hospital Authority. A jury verdict was rendered against the City in October 2021, the City has recorded a liability totaling \$12,000,000 in the Government-Wide financial statements of the governmental activities.



The liability recorded is for the amount of the judgement, plus estimated pre-judgement interest and attorney fees for the plaintiffs.

8. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP, including the matter described in item 7 above.
9. We make the following representations regarding specific matters related to the 2021 financial statements:
  - a. Provisions for uncollectible receivables have been properly identified and recorded.
  - b. Expenses have been appropriately classified or allocated to functions and programs in the statement activities, and allocations have been made on a reasonable basis.
  - c. Revenues are appropriately classified in the statement activities with program revenues and general revenues.
  - d. Interfund, internal and intra-entity activity and balances have been appropriately classified and reported.
  - e. We have satisfactory title to all owned assets.
  - f. Capital assets, including infrastructure, are properly capitalized, reported, and if applicable, depreciated.
  - g. The City has properly identified and disclosed all revenues which are pledged to secure outstanding indebtedness.
  - h. The City's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for which both restricted and unrestricted net position is available and appropriately disclosed and that net position is properly recognized.
  - i. The City is following either its established accounting policy regarding which resources (that is, restricted, committed, assigned or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available or is following paragraph 18 of GASB Statement No. 54 to determine the fund balance classifications for financial reporting purposes.
  - j. We agree with the findings of specialists in evaluating the City's investment valuations, self-insurance liabilities, and other postemployment benefits liability and disclosures under GASB Statement No. 75, and have adequately considered the qualifications of the specialists in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give instructions, or cause any instructions to be given, to specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the specialists.
  - k. We have not yet completed the evaluation of GASB Statement No. 87, *Leases*, which will be effective for the year ended June 30, 2022.
10. We have no direct or indirect, legal or moral obligation for any debt of any organization, public or private, or to special assessment bond holders that is not disclosed in the financial statements.
11. We have complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

12. As of and for the year ended June 30, 2021, we believe that the effects of the uncorrected misstatements aggregated by you and summarized below are immaterial, both individually and in the aggregate, to the respective opinion units of the basic financial statements. For purposes of this representation, we consider items to be material, regardless of their size, if they involve misstatement or omission of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.
- Business-Type Activities/Midwest City Municipal Authority – Projected difference – unbilled utility revenues – totaling \$52,577
  - Business-Type Activities/Midwest City Municipal Authority – difference between recorded amount and confirmed amount for Central Oklahoma Master Conservancy District note payable - \$177,951

### Information Provided

13. We have provided you with:
- a. Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
  - b. Additional information that you have requested from us for the purpose of the audit;
  - c. Unrestricted access to persons within the City from whom you determined it necessary to obtain audit evidence.
  - d. Minutes of the meetings of the governing boards and committees, or summaries of actions of recent meetings for which minutes have not yet been prepared.
14. All transactions have been recorded in the accounting records and are reflected in the basic financial statements.
15. We have disclosed to you the results of our assessment of risk that the basic financial statements may be materially misstated as a result of fraud.
16. It is our responsibility to establish and maintain internal control over financial reporting. One of the components of internal control is risk assessment. We hereby represent that our risk assessment process includes identification and assessment of risks of material misstatement due to fraud. We have shared with you our fraud risk assessment, including a description of the risks, our assessment of the magnitude and likelihood of misstatements arising from those risks, and the controls that we have designed and implemented in response to those risks.
17. We have no knowledge of allegations of fraud or suspected fraud, affecting the City's financial statements involving:
- a. Management.
  - b. Employees who have significant roles in the internal control.
  - c. Others where the fraud could have a material effect on the basic financial statements.
18. We have no knowledge of any allegations of fraud or suspected fraud affecting the City's financial statements received in communications from employees, former employees, analysts, regulators, or others.

19. We have no knowledge of noncompliance or suspected noncompliance with laws and regulations.
20. We have disclosed to you all known actual or possible litigation and claims whose effects should be considered when preparing the financial statements.
21. We have disclosed to you the identity of the City's related parties and all the related-party relationships and transactions of which we are aware.
22. We have informed you of all significant deficiencies in the design or operation of internal controls that could adversely affect the City's ability to record, process, summarize and report financial data.
23. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
24. During the course of your audit, you may have accumulated records containing data that should be reflected in our books and records. All such data have been so reflected. Accordingly, copies of such records in your possession are no longer needed by us.

#### **Supplementary Information**

25. With respect to supplementary information presented in relation to the financial statements as a whole:
  - a. We acknowledge our responsibility for the presentation of such information.
  - b. We believe such information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America.
  - c. The methods of measurement have not changed from the prior period.
  - d. Underlying significant assumptions or interpretations regarding the measurement or presentation of such information are disclosed in the financial statements.
  - e. When supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.
26. With respect to the required supplementary information presented as required by the Governmental Accounting Standards Board to supplement the basic financial statements:
  - a. We acknowledge our responsibility for the presentation of such required supplementary information.
  - b. We believe such required supplementary information is measured and presented in accordance with guidelines prescribed by U.S. GAAP and/or budgetary accounting principles as described in the financial statements.
  - c. The methods of measurement or presentation have changed from those used in the prior period, relating to changes in actuarial assumptions for OPEB and Net Pension Liability, and such changes are disclosed in the Notes to Required Supplementary Information.
  - d. Underlying significant assumptions or interpretations regarding the measurement or presentation of such information are disclosed in the financial statements, including the notes to the required supplementary information.

### **Compliance Considerations**

In connection with your audit conducted in accordance with *Government Auditing Standards*, we confirm that management:

27. Is responsible for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework.
28. Is responsible for compliance with the laws, regulations and provisions of contracts and grant agreements applicable to the auditee.
29. Is not aware of any instances of identified and suspected fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements.
30. Is responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
31. Acknowledges its responsibility for the design, implementation and maintenance of internal controls to prevent and detect fraud.
32. Has a process to track the status of audit findings and recommendations.
33. Has identified for the auditor previous audits, attestation engagements and other studies related to the objectives of the audit and whether related recommendations have been implemented.
34. Is not aware of any investigations or legal proceedings that have been initiated with respect to the period under audit.
35. Has provided views on the auditor's reported findings, conclusions and recommendations, as well as management's planned corrective actions, for the report.
36. With respect to the schedule of expenditures of federal awards, as required by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), which will be presented in relation to the city's basic financial statements as a whole, in the separately issued compliance report:
  - a. We acknowledge our responsibility for the presentation of such information.
  - b. We believe such information, including its form and content, is fairly presented in accordance with U.S. GAAP and the Uniform Guidance.
  - c. The methods of measurement or presentation have not changed from those used in the prior period.
  - d. Management will make the audited financial statements readily available to the intended users of the schedule no later than the issuance date by the City of the schedule of expenditures of federal awards and the auditor's report thereon.

- e. Management has identified and disclosed all of its government programs and related activities subject to the Uniform Guidance compliance audit and these programs have been properly included in the schedule of expenditures of federal awards.

City of Midwest City, Oklahoma

DocuSigned by:



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Tim Lyon  
City Manager

DocuSigned by:



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Tiatia Cromar  
Finance Director

DocuSigned by:



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Frank Chen  
Deputy Finance Director



**CITY OF  
MIDWEST CITY, OKLAHOMA**

**ANNUAL FINANCIAL REPORT**

**JUNE 30, 2021**

**CITY OF MIDWEST CITY, OKLAHOMA  
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## Independent Auditors' Report

RSM US LLP

Honorable Mayor and City Council  
The City of Midwest City  
Midwest City, Oklahoma

### Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Midwest City, Oklahoma, (the City) as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Midwest City, Oklahoma, as of June 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Other Matters***Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the pension and other post-employment benefit schedules, and the general fund, police fund, and fire fund budgetary comparison schedules (budgetary basis) and related reconciliations and notes, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining non-major fund financial statements, and the schedule of debt service requirements, listed in the table of contents as other supplementary information, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements, and the schedule of debt service requirements is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements, or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, such information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The accompanying statistical section, as listed in the table of contents, has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

*RSM US LLP*

Oklahoma City, Oklahoma  
December 22, 2021

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**MANAGEMENT DISCUSSION AND ANALYSIS**

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The City of Midwest City's management's Discussion and Analysis is designed to (a) assist the reader in focusing on significant financial issues, (b) provide an overview of the City's financial activity, (c) identify changes in the City's financial position (its ability to address the next and subsequent years challenges), (d) identify any material deviations from the financial plan (the approved budget), and (e) identify individual fund issues or concerns.

Since the management's Discussion and Analysis (MDA) is designed to focus on the current year's activities, resulting changes and currently known facts, please read it in conjunction with the City's financial statements beginning on page 17.

**FINANCIAL HIGHLIGHTS**

- The assets and deferred outflows of the City exceeded its liabilities and deferred inflows at the close of the fiscal year ended June 30, 2021, by \$55,715,000 (net position). Of this amount, unrestricted net position of the governmental activities was a deficit of \$2,527,553, with the business type activities reporting a positive unrestricted net position of \$20,310,000. The unrestricted net position, when not in a deficit position, may be used to meet the government's ongoing obligations to citizens and creditors.
- The Primary Government's total net position increased by \$35,170,000 or 7.7% from the prior year. This was a result of an increase of \$2,722,100 in the governmental activities while the business type activities had an increase of \$1,000,000. In addition, expenses increased over the prior year. The detailed changes made from the Governmental Fund Statements to the Statement of Net Position can be found on page 23.
- Sales tax is the major source of revenue for governmental activities. Sales and use tax collections for fiscal year 2021 totaled \$20,170,000 compared to FY 2020 which totaled \$13,777,000. The total increase in sales and use tax collections was \$6,393,000. The increase in sales and use taxes is primarily the result of the Covid-19 pandemic requiring people to stay home and buy local or online. The City saw a significant increase in the retail and food services industries. The House Bill 101 passed by the Oklahoma legislature requiring third party internet sellers to collect and remit use tax on behalf of the third parties continues to prop up tax collections. A historical review of governmental activity revenues can be found in the statistical information section of the report.
- At the end of the fiscal year 2021, the unassigned fund balance of the General Fund was a deficit of \$1,300,000 or (3.0%) of General Fund revenues.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

The management's Discussion and Analysis is intended to serve as an introduction to the City of Midwest City's basic financial statements. The City's basic financial statements comprise of three components (1) government wide financial statements, (2) fund financial statements and (3) notes to the financial statements. This report also contains supplementary information in addition to the basic financial statements.

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**Government-wide Financial Statements.** The government wide financial statements are designed to provide readers with a broad overview of the City's finances in a manner similar to the private sector business.

The Statement of Net Position presents information on all of the City's assets, deferred outflows, liabilities, and deferred inflows with the difference between the four elements reported as net position. Over time, increases or decreases in net position serve as a useful indicator on whether the financial position of the City is improving or deteriorating.

The Statement of Activities presents information showing how the City's net position changed during the most recent fiscal year. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid. Thus, revenues and expenses are reported in the statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and fines and earned but not used vacation and sick leave as stated in City policy and union contracts). Both the Statement of Net Position and the Statement of Activities are prepared using the accrual basis of accounting as opposed to the modified accrual basis used for Fund Financial Statements of the governmental funds.

In the Statement of Net Position and the Statement of Activities, the City is divided between two types of activities

- **Governmental activities.** Most of the City's basic services are reported here, including general government, public safety, streets, culture and recreation, health and welfare and economic development. Sales taxes and franchise taxes finance most of these activities as reflected on page 1.
- **Business-type activities.** The City charges a fee to customers to cover the cost of services it provides. The City's utility system (water, sewer, sanitation, and drainage), conference center/hotel, golf, trailer park and industrial park activities are reported here.

**Fund Financial Statements.** A fund is a grouping of related accounts used to maintain control over resources that have been segregated for specific activities or objectives. Fund financial statements provide detailed information about the most significant funds, but not the City as a whole. Some funds are required to be established by state law or bond covenants. However, the City Council establishes many other funds to help it control and manage money for particular purposes or to show that it is meeting legal responsibilities for using certain taxes, grants and other monies. All of the funds of the City can be divided into two categories: governmental funds and proprietary funds.

- **Governmental funds.** The majority of the City's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year end that are available for spending. These funds are reported using an accounting method identified as the modified accrual basis of accounting which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short term view of the City's general governmental operations and the basic services it provides. Governmental fund information helps the reader determine whether there are more or fewer financial resources that can be spent in the near future to finance the City's programs. By comparing information presented for governmental funds with similar information presented for governmental activities in the government wide financial statements, readers may better understand the long term impact of the

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government's near term financing decisions. The relationship or differences between governmental activities (reported in the Statement of Position and the Statement of Activities) and governmental funds are detailed in a reconciliation following the fund financial statements on page 21 and 23 of this report.

The City of Midwest City maintains individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures and changes in fund balances for the General, Police, Fire, Hospital Authority, and 201 GO Bond C funds. Data from the debt service fund, 15 special revenue funds, and 7 capital project funds, all of which are considered to be governmental, are combined into a single, aggregated presentation. Individual fund data for each of these non major governmental funds is provided in the form of combining statements starting on page 7 of this report.

- **Proprietary funds.** The City charges customers for certain services it provides, whether to outside customers or to other units within the City. These services are generally reported in proprietary funds. Proprietary funds are reported in the same manner that all activities are reported in the Statement of Position and the Statement of Activities. In fact, the City's enterprise funds (a component of proprietary funds) are similar to the business type activities that are reported in the Government wide statements but provide more detail and additional information, such as cash flows. The internal service funds (the other component of proprietary funds) are utilized to report activities that provide supplies and services for the City's other programs and activities, such as the risk management functions, health self insurance fund, fleet services, surplus property activities and public works function. Because these services benefit both governmental and business type functions, they have been included in both the governmental and business type activities in the government wide financial statements.

The City of Midwest City maintains one major enterprise fund. The City uses this fund to account for its water, sewer, sanitation, conference center/hotel, debt service, utility services, utility capital, customer deposits, golf and drainage operations. The fund provides the same type of information as the government wide financial statements, only in more detail and includes some of the internal service fund type activity. The City considers this enterprise fund activity to be a major fund.

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**GOVERNMENT-WIDE FINANCIAL ANALYSIS**

As of June 30, 2021, the City's combined net position is \$55,715,000, of which \$2,100,557 can be attributed to governmental activities and \$127,555,111 is attributed to business type activities. This analysis focuses on the net position (Table 1) and changes in net position (Table 2) of the City's governmental and business type activities.

The largest portion of the City's net position, \$3 billion, reflects its net investment in capital assets (e.g., land, water rights, building, machinery and equipment, less any related debt used to acquire those assets that is still outstanding). The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. The net change in capital assets can be reviewed in Table 1 with key element changes shown in Table 3.

**TABLE 1**  
**NET POSITION**  
(In Thousands)

	Governmental Activities		% Inc. (Dec.)	Business-Type Activities		% Inc. (Dec.)	Total Primary Government		% Inc. (Dec.)
	2021	2020		2021	2020		2021	2020	
Current and other assets	322,20	273,237	1	2,1	0,1	5	3,25	313,55	1
Capital assets	305,5	2,7	2	1,20	1,175	0	5,01	7,3	1
<b>Total assets</b>	<b>27,0</b>	<b>573,005</b>	<b>10</b>	<b>1,03</b>	<b>1,53</b>	<b>1</b>	<b>1,3</b>	<b>7,1,5</b>	
Deferred outflow of resources	1,20	12,51		3,1	1,52	0	21,21	1,171	51
Long term obligations outstanding	1,3,701	1,0	12	1,323	,2	5	2,5,02	22,1	7
Other liabilities	2,3	11,1	123	2,30	2,2		2,1	1,5	102
<b>Total liabilities</b>	<b>210,05</b>	<b>175,05</b>	<b>1</b>	<b>,153</b>	<b>7,5</b>	<b>5</b>	<b>27,21</b>	<b>2,3,33</b>	<b>13</b>
Deferred inflow of resources	,50	,212	2	2,1	1,50	50	,331	10,2	1
<b>Net position</b>									
Net investment in capital assets	2,0,15	277,57	1	105,25	7,17	20	3,1	3,3	
Restricted	1,72	1,3,1	2	1,0	1,52		1,30	1,730	2
Unrestricted (deficit)	(,52)	(70,357)	31	20,	32,17	3	(27,)	(3,17)	27
<b>Total net position</b>	<b>2,1</b>	<b>00,07</b>	<b>7</b>	<b>127,5</b>	<b>121,137</b>	<b>5</b>	<b>55,715</b>	<b>521,5</b>	<b>7</b>

Governmental activities increased the City's net position by \$2,721,000 or 7.1%. The business type activities increased the City's net position by \$127,555,111 or 5.2% for a net increase of \$35,170,000 or .7%. The key elements of these changes are contained in Table 2.



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**TABLE 2  
CHANGES IN NET POSITION  
(In Thousands)**

	Governmental Activities		% Inc. (Dec.)	Business-Type Activities		% Inc. (Dec.)	Total Primary Government		% Inc. (Dec.)
	2021	2020		2021	2020		2021	2020	
Revenues									
Program revenues									
Charges for services	13,122	15,000	53	30,032	2,500	2	3,201	3,000	13
Operating grants and contributions	1,077	5,000	200		55	100	1,077	5,700	17
Capital grants and contributions		57						57	
General revenues									
Sales and use taxes	20	3,000	10				20	3,000	10
Other taxes		7,773	12					7,773	12
Other general revenue	3,370	10,223	25	750	1,075	30	37,120	11,200	22
Total revenues	123,100	171,000	2	30,700	30,300		15,100	10,100	
Program expenses									
General government	2,710	553	213				2,710	553	213
Public safety	37,205	3,371					37,205	3,371	
Streets	1,005	15,302					1,005	15,302	
Cultural, parks and recreation	2,750	1,250	3				2,750	1,250	3
Health and welfare	507	0	2				507	0	2
Economic development	5,001	10,200	50				5,001	10,200	50
Interest expense	15	11					15	11	
Water				7,530	7,320	2	7,530	7,320	2
Sewer				50	51	1	50	51	1
Sanitation				5,705	5,300	7	5,705	5,300	7
Drainage				71	3	12	71	3	12
Conference center				77	52	27	77	52	27
Other activities				7	1,120	21	7	1,120	21
Total expenses	0	75,155	21	2,120	2,520		11,020	10,070	1
Excess (deficiency) before transfers	32,520	1,025	3073	2,700	1,100	123	35,170	2,210	11
Transfers	(3,702)	(3,500)	5	3,702	3,500	5			
<b>Increase (decrease) in net position</b>	<b>\$ 28,762</b>	<b>\$ (2,573)</b>	121	<b>\$ 6,409</b>	<b>\$ 4,784</b>	3	<b>\$ 35,171</b>	<b>\$ 2,211</b>	11

**Governmental Activities.** The revenues reflect an increase over the prior year of 5, 20. This increase is primarily the result of investment income and from Covid 1 relief grants. Sales and use tax collections increased 31, 3 in F 2021. Property taxes increased from 3,073,07 in F 2020 to 3,03, 30 due to the issuance of the 2020 General Obligation Bond Series.

The most significant governmental activities expense was providing public safety with a cost of 37,205, 77. These expenses were funded by revenue collected from a variety of sources with the largest being a transfer from the General Fund to the Police and Fire Special Revenue Funds in the amount of 20,71, 73 and dedicated sales tax of 12,11, 3 for the fiscal year ended June 30, 2021.

**Business-type Activities.** Business type revenue remained flat from the prior year. Other general income totaled 7, in F 2021 and 1,07, 7 in F 2020. The largest portion of this decrease is attributed to investment income. Investment income totaled 27,33 in F 2020 and 73,73 in F 2021. The decrease is mainly attributed to unrealized gain on securities which decreased 553, 02 from F 2020 to F 2021.

Hotel expenses decreased from 52, 0 in F 2020 to 7, 7,1 in F 2021 due to the prolonged impact of COVID 1 on the tourism industry.

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**Budgetary Highlights.** For F 2021, the General Fund revenue (including transfers) budget was amended by ,02 ,77 or 1 of the original budget of 3 ,2 0,5 . The actual revenue (including transfers) was more than the final budget pro ection by 1, 7,0 2, or . . The actual expenditures (including transfers) on a budgetary basis were 3 ,131,301 compared to the final budget of 0,35 , 0 . General Fund actual expenditures (including transfers) on a budgetary basis were 1,227,5 or 3.0 below final budget pro ections. See page 71 of the report for more detail.

The olice Fund revenue (including transfers) budget was increased by 3,100, 02, or 21.3 , of the original budget of 1 ,577,23 . The actual revenue (including transfers) was more than the final budget pro ection by 35 ,535 or 2.03 . The revenue increase is attributed to sales tax coming in above pro ections for the year and transfers in. The actual expenditures (including transfers) on a budgetary basis were 1 ,237, 2 compared to the final budget of 17, 02, . Actual expenditures (including transfers) were 1,27 ,21 or 7.3 below final budget pro ections.

The Fire Fund revenues (including transfers) budget was amended by 2, ,5 or 21. 3 . The actual revenue (including transfers) was more than the final budget pro ection by 23 , 21 or 1.72 . The revenue increase is attributed to sales tax coming in above pro ections for the year. The actual expenditures (including transfers) on a budgetary basis were 12,3 ,1 3 compared to the final budget of 13,0 3,1 . Actual expenditures (including transfers) were , 71 or 5.31 below pro ections.

The budget to actual comparisons for these funds can be found on pages 72 7 of the report.

**Capital Assets.** At the end of fiscal year 2021, the City had 5 ,017,310 invested in a broad range of capital assets, including police and fire e uipment, buildings, conference center and hotel, park facilities, roads, bridges, water and sewer facilities and distribution systems. This amount represents a net increase (including additions and deductions) of 5, 2 , 00 for the governmental activities. The City had total additions of 20,7 3,23 and depreciation expense of 13, 30,1 7 with street depreciation for the year amounting to 11, 01,173.

The business type activities had a net increase of 2 ,377. Table 3 reflects the net key elements that make up the capital assets by type and source.

**TABLE 3  
Capital Assets  
(In Thousands)**

	<u>Governmental Activities</u>		<u>Business-Type Activities</u>		<u>Total Primary Government</u>	
	2021	2020 restated,	2021	2020	2021	2020
and	3 , 50	3 , 50	2, 22	2,072	2,572	2,022
ater rights			, 53	, 53	, 53	, 53
Construction in progress	23,357	11,22	7,3	3,1	30,7 5	1 ,3 7
uildings	30, 0	31,7 7	32,7 0	32,	3,2 0	, 35
achinery and e uipment	22,53	22,233	15,05	1 ,575	37,5	3 , 0
ehicles	12,770	10, 0	11,20	11,20	23, 7	21,
nrastructure	57,3 2	52,511	1 ,5	1 ,0 2	1,	3 ,573
	5 , 73	5 ,10	2 0,5	25 ,725	7,022	22, 3
ess Depreciation	(2 0, 7 )	(2 ,3 1)	(112,12 )	(10 ,550)	(3 3,005)	(37 , 1)
<b>Totals</b>	<u>305,5 7</u>	<u>2 ,7</u>	<u>1 , 20</u>	<u>1 ,175</u>	<u>5 ,017</u>	<u>7, 3</u>

Additional information on the City s capital assets can be found on pages 5 of this report.

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**Debt Administration.** At year end, the City had 17,751 in long term debt outstanding compared to 175,17 at the end of the prior fiscal year, an increase of 0.2% as shown in Table 4. The City had two new bond issuances in FY 2021. General Obligation bonds totaling \$55,000 and one note payable for \$1,555,000. See pages 52 for a more in depth review of long term debt.

**TABLE 4  
Long-Term Debt  
(In Thousands)**

	<u>Governmental Activities</u>		<u>Business-Type Activities</u>		<u>Total Primary Government</u>	
	2021	2020	2021	2020	2021	2020
General obligation bonds	51,5	,125			51,5	,125
General obligation bonds premium	3	7			3	7
Notes payable (direct borrowing)						
Accrued compensated absences	,151	5,77	1,	1,3	7,7	7,10
Revenue bonds	,25	,15	2,05	51,535	,330	117,700
Revenue bonds premium			1,02	2,20	1,02	2,20
Note payable			1,70	2,20	1,70	2,20
Refundable deposits	103	115	1,52	1,55	1,5	1,73
<b>Totals</b>	<b>122,7</b>	<b>11,</b>	<b>53,1</b>	<b>5,2</b>	<b>17,7</b>	<b>175,</b>

**FACTORS AFFECTING FINANCIAL CONDITION**

Midwest City's economy is mainly dependent on Tinker Air Force Base's (TAFB) wellbeing. TAFB has more positions available than there are qualified individuals to fill them. The 2025 arrival of the 21st Airlifter is expected to increase employment levels equal to those seen prior to last year's arrival of the Boeing C-17.

The drop in COVID-19 cases is great news on many fronts as many analysts feel the national economy will continue to grow at a slow but steady pace. Local, state and federal relief seemed to have assisted Midwest City businesses with being able to weather the uncertainty caused by the pandemic. The entertainment, restaurant, and hospitality industries are all operational again.

August 2021 was the re-opening of Midwest City's Warren Theatre. It originally opened on August 23, 2011, only to be shuttered in March 2020 following the global pandemic. Arvest Bank foreclosed on the property months later, but Regal Cinema purchased it and is now the owner. Although the movie industry as a whole remains in flux, the Warren Regal is doing well and crowds have exceeded expectations. The reopening has reinvigorated development activity in the surrounding Sooner Rose Shopping and Entertainment Center.

The Midwest City Utilities Authority Board of Trustees in late July approved a major real estate deal to sell most of Midwest City's Soldier Creek Industrial Park to Florida-based Global Turbine Services. The City and its Economic Development Authority both inked performance-based incentives deals worth \$1.5 million to bring the jet aircraft maintenance, repair, overhaul and testing facility to town. If all goes well, the deal will close in late 2021 with a groundbreaking in 2022. The GTS campus development promises over \$10 million in new investment and over 200 employees with annual average wages near \$70,000 per employee. Economic growth for 2022 appears favorable as Midwest City is able to expand its industrial district.

**FY 2021-2022 Budgets and Rates** - The fiscal year 2021-2022 expenditure budgets presented to the Council and Board of Trustees was \$120,075, which is net of \$51,773 inter/intra fund transfers.

**CITY OF MIDWEST CITY, OKLAHOMA**  
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**For the Year Ended June 30, 2021**

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**Request for Information.** This financial report is designed to provide a general overview of the City's finances, comply with finance related laws, regulations and demonstrate the City's commitment to public accountability. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the City of Midwest City, Finance Department, 100 S. Midwest Boulevard, Midwest City, Oklahoma 73110.

**CITY OF MIDWEST CITY, OKLAHOMA  
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For the Year Ended June 30, 2021**

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**BASIC FINANCIAL STATEMENTS – GOVERNMENT-WIDE**

**CITY OF MIDWEST CITY, OKLAHOMA**  
**ANNUAL FINANCIAL REPORT**  
**For the Year Ended June 30, 2021**

**Statement of Net Position– June 30, 2021**

	Primary Government		
	Governmental Activities	Business-type Activities	Total
<b>ASSETS</b>			
Cash and cash equivalents	7,013.1	22,271.3	29,284.4
Cash and cash equivalents, restricted	3,300.7	10,552.7	13,853.4
Investments	15,225.5	732.7	15,958.2
Investments, restricted	515.3		515.3
and held for economic development	3,300.0		3,300.0
Accounts receivable, net	22.05	157.77	179.82
Interest receivable	571.2	15.0	586.2
Other receivable	2,311.0	115.0	2,426.0
Inventory	130,331.0	2.0	130,333.0
Internal balances	121,517.0	(121,517.0)	0.0
repaid items	22.0	10.55	32.55
Due from other governments	1,717.50		1,717.50
Lease receivable	2,530.1		2,530.1
Deposits held by others	25,300.0		25,300.0
Investments, non-current, restricted		25.0	25.0
Capital assets			
and, water rights, and construction in progress	3,307.0	1,210.0	4,517.0
Other capital assets, net of depreciation	2,220.05	131,515.5	133,735.55
<b>Total assets</b>	<b>27,037.57</b>	<b>1,103,777.0</b>	<b>1,130,814.57</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred amount on refunding		75.73	75.73
Deferred amount related to pensions	10,555.57		10,555.57
Deferred amount related to O	7,72.21	2,311.20	10,033.41
<b>Total deferred outflows</b>	<b>1,277.78</b>	<b>3,196.93</b>	<b>4,474.71</b>
<b>LIABILITIES</b>			
Accounts payable and accrued liabilities	70.07	1,012.0	1,082.07
Accounts payable	2,017.0	50.1	2,067.1
Judgment payable	12,000,000.0		12,000,000.0
Claims payable	2,127.2		2,127.2
Due to other governments	1.7		1.7
Accrued interest payable	1,070.2	31.1	1,101.3
Unearned revenue	2,120.0		2,120.0
Long term liabilities			
Due within one year	5,700.0	5,715.1	11,415.1
Due in more than one year	177,253.0	55,033.1	232,286.1
<b>Total liabilities</b>	<b>210,033.3</b>	<b>65,327.5</b>	<b>275,360.8</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred amount related to pensions	2,321.0		2,321.0
Deferred amount related to property taxes	3,552.52		3,552.52
Deferred amount related to O	5.2	1,525.55	1,530.75
Deferred amount on refunding		53.5	53.5
<b>Total deferred inflows</b>	<b>5,879.74</b>	<b>2,078.55</b>	<b>7,958.29</b>
<b>NET POSITION</b>			
Net investment in capital assets	2,015,315.0	105,250.5	2,120,565.5
Restricted for			
Debt service	2,313,777.0	1,012.0	2,314,789.0
Hospital	13,352.3		13,352.3
Capital improvements	11,500.35		11,500.35
Public Safety	2,271,333.0		2,271,333.0
Street operations	1,773,310.0		1,773,310.0
Culture and recreation	1,520.02		1,520.02
Economic Development	37.0		37.0
Other	5,351.1		5,351.1
Unrestricted (deficit)	(527,553.0)	20,311.0	(507,242.0)
<b>Total net position</b>	<b>2,157,557.0</b>	<b>127,551.1</b>	<b>2,285,108.1</b>

See accompanying notes to the basic financial statements.

**CITY OF MIDWEST CITY, OKLAHOMA**  
**ANNUAL FINANCIAL REPORT**  
**For the Year Ended June 30, 2021**

**Statement of Activities –Year Ended June 30, 2021**

Functions/Programs	Program Revenue			Net (Expense) Revenue and Changes in Net Position			
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
<b>Primary government</b>							
Governmental activities							
General government	2,700,57	713,77	10,23		(,52,2)		(,52,2)
Public safety	37,205,77	2,055	3,32	,0	(30,13,153)		(30,13,153)
Streets	1,5,0	5,27	521,23		(13,57,03)		(13,57,03)
Culture and recreation	2,75,02	3,5	37,11		(2,01,7)		(2,01,7)
Health and welfare	50,70				(50,70)		(50,70)
Economic development	5,01,17	3,302	7,1,253		(,01,135)		(,01,135)
Interest expense	,15,1				(,15,1)		(,15,1)
Total governmental activities	0,0	13,1,03	1,7,157	,0	(,07,7,71)		(,07,7,71)
Business-type activities							
Water	7,52	,5				1,133,2	1,133,2
Sewer	,5,155	10,135			1,0		1,0
Sanitation	5,733	7,7,552			2,053,21		2,053,21
Drainage	71,332	,0			(21,72)		(21,72)
Conference center	,77,1	1,02,30			(2,3)		(2,3)
Golf	30,1	7,3,57			(,51)		(,51)
Industrial park	57,072				(57,072)		(57,072)
Total business-type activities	2,12,111	30,03,772				1,0	1,0
Total primary government	11,02,1	3,200,375	1,7,157	,0	(,07,7,71)	1,0	(5,51,053)
<b>General revenues:</b>							
Taxes							
Sales and use taxes					,20,17		,20,17
Property tax					,03,30		,03,30
Payment in lieu of taxes					1,153,52		1,153,52
Franchise and public service taxes					2,33,2		2,33,2
Hotel/motel taxes					531,70		531,70
Intergovernmental revenue not restricted to specific programs					5,2		5,2
Investment income					35,502,522	73,73	35,57,25
Miscellaneous					7,120	7,13	1,53,23
Transfers - internal activity					(3,72,132)	3,72,132	
Total general revenues and transfers					,50,22	,512,031	,021,53
Change in net position							
					2,72,10	,0,2	35,170,00
Net position - beginning					00,07	121,13,1	521,5,2
Net position - ending					2,1,557	127,5,511	55,715,0

See accompanying notes to the basic financial statements.

**CITY OF MIDWEST CITY, OKLAHOMA  
ANNUAL FINANCIAL REPORT  
For the Year Ended June 30, 2021**

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**BASIC FINANCIAL STATEMENTS - GOVERNMENTAL FUNDS**



**CITY OF MIDWEST CITY, OKLAHOMA  
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For the Year Ended June 30, 2021**

**Governmental Funds Balance Sheet - June 30, 2021**

	General Fund	Police Fund	Fire Fund	Midwest City Hospital Authority	2018 GO Bond CIP	Other Governmental Funds	Total Governmental Funds
<b>ASSETS</b>							
Cash and cash equivalents	10,553	7,000	5,5017	1,5372	23,2007	30,50232	53,271
Investments held for economic development receivables	2,172	1,7530	1,2375	3,330	5,212,11	5,235	150,170
Accounts receivable	2,507	73,33	,00	10,31		1,171	17,2
Accrued interest receivable	,25	5,73	3,05	1	1,5	17,007	53,57
Due from other funds	1,222	,2	3,23,573	2,		2,3	7,55
Deposits held by others repaid items	22			20,000		5,300	25,300
Other receivable	1,701	,1	,055				27,217
Due from other governments	,010	75,025	,1			5,25,37	1,717,50
Inventory	0,000						0,000
Advance to other funds	2,12						2,12
<b>Total assets</b>	<b>2,777</b>	<b>1,30,212</b>	<b>11,17,05</b>	<b>155,271.0</b>	<b>2,1,33</b>	<b>2,27,271</b>	<b>27,1,73</b>
<b>LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES</b>							
Liabilities							
Accounts payable and accrued liabilities	1,5102	55,103	27,320	57,17	1,311	1,12	3,332
Accounts payable	52,	773,2	1,0	11,30		77,7	2,00,2
Unearned revenue	,2120						,2120
Refundable deposits court	102,7						102,7
Due to other funds	7,57,301					3,3	,21,50
Due to other governments	1,7						1,7
Advance from other funds			2,12				2,12
<b>Total liabilities</b>	<b>13,33,</b>	<b>2,727</b>	<b>,2</b>	<b>,77</b>	<b>1,311</b>	<b>2,50,257</b>	<b>1,51,730</b>
Deferred inflows of resources							
Unavailable revenue	,3,	7,7		55,73		,01,	13,50,75
Fund balances							
Unexpended	331,5			3,5,0		5,300	3,7,3
Restricted	5,131,	13,52,131	10,23,553	1,75,527	2,57,322	35,0	21,371,57
Committed				1,2,055			1,2,055
Assigned	2,027	1,375				5,152	3,0,05
Unassigned (deficit)	(1,300,)						(1,300,)
<b>Total fund balances</b>	<b>,02,7</b>	<b>1,033,50</b>	<b>10,23,553</b>	<b>15,2,3</b>	<b>2,57,322</b>	<b>35,712,520</b>	<b>2,5,72,13</b>
<b>Total liabilities, deferred inflows, and fund balances</b>	<b>2,777</b>	<b>1,30,212</b>	<b>11,17,05</b>	<b>155,271.0</b>	<b>2,1,33</b>	<b>2,27,271</b>	<b>27,1,73</b>

See accompanying notes to the basic financial statements.

**CITY OF MIDWEST CITY, OKLAHOMA**  
**ANNUAL FINANCIAL REPORT**  
**For the Year Ended June 30, 2021**

**Reconciliation of Governmental Funds and Government-Wide Financial Statements:**

**Fund Balance – Net Position Reconciliation – June 30, 2021:**

<b>Fund balances of governmental funds</b>	<b>25,721,317</b>
 Amounts reported for governmental activities in the Statement of net position are different because	
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds, net of accumulated depreciation of 27,503,177	<u>27,503,177</u>
Certain long term assets are not available to pay for current fund liabilities and therefore, are either reported as deferred inflows of resources in the funds or not reported in the funds at all	
Due from other governments	7,307
Other receivable, net of allowance	2,717,727
ease receivable	<u>2,530,117</u>
	<u>52,777</u>
 The net pension liability and the total OASDI liability and the pension and OASDI related deferred outflow and inflows are not due and payable from current financial resources and therefore, are not reported in these fund financial statements, but are reported in the governmental activities of the Statement of net position.	
net pension liability	(33,001)
pension related deferred outflows	10,555,577
OASDI related deferred outflows	7,233
pension related deferred inflows	(2,3210)
Total OASDI liability	(25,733)
OASDI related deferred inflows	<u>(1,701)</u>
	<u>(5,02,771)</u>
 Internal service funds are used by management to charge the cost of certain activities to individual funds. An allocation of the assets and liabilities of the internal service funds are included in governmental activities in the statement of net position, net of amount allocated to business type activities.	
	<u>21,000</u>
 Certain other long term liabilities are not due and payable from current financial resources and not reported in the funds	
General obligation bonds payable	(51,500)
Judgment payable	(12,000,000)
Bonds payable	(1,250,000)
Premium on debt	(3,100)
Accrued compensated absences	(5,207)
Accrued interest payable	<u>(1,055,700)</u>
	<u>(135,522,507)</u>
 <b>Net position of governmental activities</b>	 <b><u>2,115,557</u></b>

See accompanying notes to the basic financial statements

**CITY OF MIDWEST CITY, OKLAHOMA**  
**ANNUAL FINANCIAL REPORT**  
**For the Year Ended June 30, 2021**

**Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances – Year Ended June 30, 2021**

	<u>General Fund</u>	<u>Police Fund</u>	<u>Fire Fund</u>	<u>Midwest City Hospital Authority</u>	<u>2018 GO Bond CIP</u>	<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
<b>REVENUES</b>							
Taxes	27,121,075	,7 1,075	5,350,75	1,153,5 2		15, 32, 5	5 ,3 , 05
Intergovernmental	,2 ,0 0	5 2,3 5	3,071, 57			521,2 3	10, 3,225
Charges for services	35, 12	201,7 3	10,011			5,2 5,0	,112,310
Fines and forfeitures	1, 23,13	72, 0				7 ,72	1,570, 77
Licenses and permits	530, 3	2,300	1 ,2			1,57	2 ,0
Investment income	, 50	23,000	1 ,003	35,313, 03	1 ,0	,032	35,503,377
Miscellaneous	573,	1, 32	2 ,	5, 72,137		102,153	, 3 ,
Total revenues	<u>3 , 3 , 53</u>	<u>7,735,10</u>	<u>, 0,510</u>	<u>2,33 ,0 2</u>	<u>1 ,0</u>	<u>22,0 1,321</u>	<u>117,2 2,05</u>
<b>EXPENDITURES</b>							
<b>Current</b>							
General government	11,151,735			1,201,755	535	1, 77,	1 ,231, 3
Public safety	1,3 1,130	1 , 72,0 2	1 ,511,305		315	00, 7	30, 25,75
Streets	2,22 ,35				127,3 5	2 ,37	3,1 0,130
Culture and recreation	11,0				15,3	2 ,002	1,115,
Health and welfare	3 ,1					75	3 ,2 3
Economic development	3, 73,3 2				1,151	,177	,520,710
Capital outlay	,270	21,213	1 , 00	5 5, 35	11,771, 25	7, 7,1 7	21, ,7 0
Debt service							
Principal retirement						3, 35,000	3, 35,000
Interest and fiscal charges			13, 0			,170,5	,1 ,3 7
Total expenditures	<u>20, ,137</u>	<u>15,2 3,275</u>	<u>1 ,720,013</u>	<u>1,7 7,1 0</u>	<u>11, 1 , 17</u>	<u>1 ,51 ,</u>	<u>3, 0,21</u>
Excess (deficiency) of revenues over expenditures	<u>1 ,1 , 1</u>	<u>(7,55 ,171)</u>	<u>( ,22 ,503)</u>	<u>0,571, 2</u>	<u>(11, 7,52 )</u>	<u>2,52 ,337</u>	<u>33, 01, 3</u>
<b>OTHER FINANCING SOURCES (USES)</b>							
Proceeds from issuance of debt					,050,000	5,000	,055,000
Bond premium						17 ,50	17 ,50
Transfers in	11, 13, 7	11, 2,570	,23 ,1		2, 75, 33	7 5,	35, 7 ,307
Transfers out	(30,313, )	(315,000)	( 0,277)			( , 70, )	(3 ,5 , 13)
Total other financing sources and uses	<u>(1 , , 01)</u>	<u>11,1 7,570</u>	<u>,7 5, 2</u>		<u>11,725, 33</u>	<u>(7,521,3 2)</u>	<u>5, 1 ,202</u>
Net change in fund balances	(2,310, 5)	3, 0 ,3	2,51 ,3	0,571, 2	(171,5 5)	( , 5,055)	3 ,220,0 5
Fund balances – beginning, restated	,713, 32	10, 2 ,107	7,7 7,1	11 ,070,	2 ,7 , 17	0,707,575	20 , 52,0
Fund balances – ending	<u>, 02, 7</u>	<u>1 ,033,50</u>	<u>10,2 3,553</u>	<u>15 , 2,3</u>	<u>2 ,5 7,322</u>	<u>35,712,520</u>	<u>2 5, 72,13</u>

See accompanying notes to the basic financial statements.

**CITY OF MIDWEST CITY, OKLAHOMA  
ANNUAL FINANCIAL REPORT  
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**Changes in Fund Balances – Changes in Net Position Reconciliation – Year Ended June 30, 2021:**

Change in fund balances – total governmental funds 3,220,055

Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays as expenditures while governmental activities report depreciation expense to allocate those expenditures over the life of the assets:

Capital asset purchases capitalized	20,751
Gain (loss) on disposal of capital assets	(1)
Depreciation expense	(13,220)
	5,531

Payment of debt principal is an expenditure and collections of leasehold receivables are a revenue in the governmental funds. However, the repayments reduce long term liabilities or the long term assets in the Statement of Net Position:

Leasehold receivable receipts	(7,500)
Amortization of premium	(15,570)
Debt proceeds	(1,055,000)
Long term payable principal payments	1,700,000
General obligation bond principal payments	1,500,000
	(72,070)

Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds:

Change in unavailable revenue	7,213
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Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as an equal amount of expenditures in the governmental funds. These are the adjustments needed to expenditures in order to report them as their full accrual counterparts at the government wide level:

Other post employment benefits	(1,723,150)
Interest expense	5,025
Judgment expense	(12,000,000)
Pension expense	(3,000,100)
Accrued compensated absences	(3,150)
	(17,713,175)

Internal service fund activity is reported as a proprietary fund in fund financial statements, but certain net revenues/expenses are reported in governmental activities on the Statement of Activities, net of amount allocated to business type activities:

	5,500
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Change in net position of governmental activities	2,722,100
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See accompanying notes to the basic financial statements.

**CITY OF MIDWEST CITY, OKLAHOMA  
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For the Year Ended June 30, 2021**

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**BASIC FINANCIAL STATEMENTS - PROPRIETARY FUNDS**

**CITY OF MIDWEST CITY, OKLAHOMA**  
**ANNUAL FINANCIAL REPORT**  
**For the Year Ended June 30, 2021**

**Proprietary Funds Statement of Net Position - June 30, 2021**

	Midwest City Municipal Authority	Nonmajor Enterprise Fund	Total	Internal Service Funds
<b>ASSETS</b>				
Current assets				
Cash and cash equivalents	20,51	72,77	217,15	71,55
Cash and cash equivalents, restricted	10,55,27		10,55,27	
Investments	,3,02	1,20	,52,22	1,5,525
Accounts receivable, net	,1,007		,1,007	31,10
Other receivable	110,3		110,3	
Accrued interest receivable	15,		15,	3,33
Repaid items	10,55		10,55	
Inventory	2,		2,	70,331
Due from other funds	1,05,317		1,05,317	5,30
Total current assets	<u>1,2,1</u>	<u>51,17</u>	<u>2,0,31</u>	<u>,010</u>
Non-current assets				
Investments, restricted	2,5,0		2,5,0	
Land, and, construction in progress, and water rights	1,2,05	2,3	1,2,10	
Other capital assets, net	12,775,03	2,522,77	131,27,17	3,35
Total non-current assets	<u>1,5,3,100</u>	<u>3,205,12</u>	<u>1,5,133</u>	<u>3,35</u>
Total assets	<u>1,7,2,23</u>	<u>,157,01</u>	<u>1,1,2,</u>	<u>10,3,353</u>
<b>DEFERRED OUTFLOW OF RESOURCES</b>				
Deferred amount on refunding	75,73		75,73	
Deferred amount related to O	2,0,2		2,0,2	7,7,271
	<u>2,23,55</u>		<u>2,23,55</u>	<u>7,7,271</u>
<b>LIABILITIES</b>				
Current liabilities				
Accounts payable and accrued liabilities	1,72,55		1,72,55	0,2,5
Claims liability				,2
Accounts payable	52,0		52,0	11,7
Due to other funds	1,3,1		1,3,1	55,1
Accrued interest payable	3,1,1		3,1,1	
Accrued compensated absences	50,0		50,0	122,05
Refundable deposits	17,7,2		17,7,2	
Revenue bonds payable	,70,000		,70,000	
Total current liabilities	<u>,3,02</u>		<u>,3,02</u>	<u>2,032,21</u>
Non-current liabilities				
Accrued compensated absences	,5		,5	2,1,1
Claims liability				1,2,7,00
Total O liability	,03		,03	1,10,
Refundable deposits	1,0,		1,0,	
Notes payable	2,2,0,07		2,2,0,07	
Revenue bonds payable, net	3,353,220		3,353,220	
Total non-current liabilities	<u>5,717,71</u>		<u>5,717,71</u>	<u>3,52,5</u>
Total liabilities	<u>3,111,72</u>		<u>3,111,72</u>	<u>5,5,073</u>
<b>DEFERRED INFLOW OF RESOURCES</b>				
Deferred amount related to O	1,50,		1,50,	172,151
Deferred amount on refunding	53,5		53,5	
	<u>2,0,5</u>		<u>2,0,5</u>	<u>172,151</u>
<b>NET POSITION</b>				
Investment in capital assets	101,	3,205,12	105,05,020	3,35
Restricted for debt service	1,0,2		1,0,2	
Restricted for other purposes	2,701	21,13	30,35	
Unrestricted	20,5,07	735,73	21,721,0	,550,151
Total net position	<u>12,57,72</u>	<u>,157,01</u>	<u>12,733,33</u>	<u>5,33,5</u>

Some amounts reported for business type activities in the Statement of Net Position are different because certain internal service fund balances are included with business type activities and reported as interfund balances

(1,1,322)

Total net position per Government wide financial statements

127,55,511

See accompanying notes to the basic financial statements.

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**Proprietary Funds Statement of Revenues, Expenses, and Changes in Net Position - Year Ended June 30, 2021**

	<b>Midwest City Municipal Authority</b>	<b>Nonmajor Enterprise Fund</b>	<b>Total</b>	<b>Internal Service Funds</b>
<b>OPERATING REVENUES</b>				
Charges for services	2 , 70,0 5		2 , 70,0 5	12,217, 53
Fees, licenses and permits	1 , 0		1 , 0	
miscellaneous	150,15		150,15	3 , 0
Total operating revenues	<u>30,13 , 2</u>		<u>30,13 , 2</u>	<u>13,052,25</u>
<b>OPERATING EXPENSES</b>				
Personal services	10,003,		10,003,	2,32 , 10
Materials and supplies	3,3 ,7		3,3 ,7	1, 71,0 7
Other services and charges	, 0,3		, 0,3	1,20 ,03
Insurance claims and expense				7,1 3,5
Depreciation and amortization	<u>5, 1 ,350</u>	<u>57,072</u>	<u>5, 71, 22</u>	<u>71,3 0</u>
Total operating expenses	<u>2 ,0 3, 07</u>	<u>57,072</u>	<u>2 ,150, 7</u>	<u>12,2 , 7</u>
Operating income (loss)	<u>,0 5, 21</u>	<u>(57,072)</u>	<u>3, ,3</u>	<u>7 5,7 5</u>
<b>NON-OPERATING REVENUES (EXPENSES)</b>				
Investment income	32 ,231	, 50	333, 1	17,37
Interest expense and fiscal charges	(1,752, 1)		(1,752, 1)	
Gain on asset retirement	<u>11 , 30</u>		<u>11 , 30</u>	
Total non operating revenue (expenses)	<u>(1,30 ,030)</u>	<u>, 50</u>	<u>(1,2 ,3 0)</u>	<u>17,37</u>
Income (loss) before contributions and transfers	<u>2,7 1,3 1</u>	<u>(52, 22)</u>	<u>2, ,</u>	<u>03,15</u>
Capital contributions	10 , 2		10 , 2	3 ,000
Transfers in	15,50 , 7		15,50 , 7	
Transfers out	<u>(11, 3,370)</u>		<u>(11, 3,370)</u>	
Change in net position	, 5,523	(52, 22)	, 13,101	1,15
Total net position beginning	11 ,111,2	,20 , 3	122,320,732	,5 2, 27
Total net position ending	<u>12 ,57 ,7 2</u>	<u>,157,0 1</u>	<u>12 ,733, 33</u>	<u>5, 33,5</u>
Change in net position per above			, 13,101	
Some amounts reported for business type activities in the Statement of Activities are different because the net revenue (expense) of certain internal service funds is reported with business type activities			( , 0 )	
Change in business Type Activities in net position per Government Wide Financial Statements			<u>, 0 , 2</u>	

See accompanying notes to the basic financial statements.

**CITY OF MIDWEST CITY, OKLAHOMA**  
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**Proprietary Funds Statement of Cash Flows - Year Ended June 30, 2021**

	Midwest City Municipal Authority	Nonmajor Enterprise Fund	Total	Internal Service Funds
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>				
Receipts from customers	2,733.7		2,733.7	
Receipts from interfund services				12,512.
Payments to suppliers	(10,077.0)		(10,077.0)	(1,772.2)
Payments to employees	(720.0)		(720.0)	(215,050)
Receipts (payments) from interfund loans	(52,125)		(52,125)	5,573
Receipt of customer deposits	130		130	
Return of customer deposits	(2,217)		(2,217)	
Claims and benefits paid				(,053,311)
<b>Net cash provided by operating activities</b>	<b>,011</b>		<b>,011</b>	<b>551</b>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>				
Transfers from other funds	15,507		15,507	
Transfers to other funds	(11,3370)		(11,3370)	
<b>Net cash provided by noncapital financing activities</b>	<b>3,1530</b>		<b>3,1530</b>	
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>				
Capital assets purchased	(5,7150)	(5,317)	(5,37)	
Principal paid on capital debt	(1,75,000)		(1,75,000)	
Proceeds from issuance of bonds	1,55,000		1,55,000	
Interest and fiscal charges paid on capital debt	(2,212,73)		(2,212,73)	
Proceeds from sale of capital assets	23,23		23,23	
Payment to escrow agent for refunded debt	(20,50,000)		(20,50,000)	
<b>Net cash provided by (used in) capital and related financing activities</b>	<b>(12,307,03)</b>	<b>(5,317)</b>	<b>(12,312,20)</b>	
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>				
Sale of investments	2,233	1,55	3,11,1	1,377
Interest and dividends	3,103	,50	3,5	2,01
<b>Net cash provided by investing activities</b>	<b>3,333,370</b>	<b>17,15</b>	<b>3,507,55</b>	<b>1,37,05</b>
<b>Net increase in cash and cash equivalents</b>	<b>,52,2</b>	<b>1,7</b>	<b>,711,370</b>	<b>1,2,05</b>
<b>Balances - beginning of year</b>	<b>27,253</b>	<b>13,7</b>	<b>27,13,752</b>	<b>5,23,51</b>
<b>Balances - end of year</b>	<b>31,2,5</b>	<b>7,2,77</b>	<b>32,25,122</b>	<b>7,1,55</b>
<b>Reconciliation to Statement of Net Position:</b>				
Cash and cash equivalents	20,51	7,2,77	21,7,15	7,1,55
Restricted cash and cash equivalents	10,55,27		10,55,27	
Total cash and cash equivalents	<b>31,2,5</b>	<b>7,2,77</b>	<b>32,25,122</b>	<b>7,1,55</b>
<b>Reconciliation of operating income (loss) to net cash provided by operating activities:</b>				
Operating income (loss)	,05,21	(57,072)	3,3	7,57,5
Adjustments to reconcile operating income (loss) to net cash provided by operating activities				
Depreciation expense	5,1,350	57,072	5,71,22	71,30
Change in assets and liabilities				
Receivables, net	(,15)		(,15)	(53,13)
Other receivable	55,02		55,02	
Due from other funds	(1,52,75)		(1,52,75)	(2,223)
Repaid items	(,201)		(,201)	
Inventory	5,13		5,13	(2,7)
Deferred outflows O	(1,21,1)		(1,21,1)	(12,33)
Accounts payable	1,10		1,10	17,13
Claims liability				(135,)
Due to other funds	1,530,0		1,530,0	5,7
Accrued payroll and related liabilities	5,3		5,3	12,05
Refundable deposits	2,055		2,055	
Total O liability	1,57,		1,57,	7,015
Accrued compensated absences	1,352		1,352	,010
Deferred inflows O	(10,1)		(10,1)	(23,521)
<b>Net cash provided by operating activities</b>	<b>,011</b>		<b>,011</b>	<b>551</b>
<b>Noncash activities:</b>				
Contributed capital assets from governmental funds	10,2		10,2	3,000

See accompanying notes to the basic financial statements.



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**FOOTNOTES TO BASIC FINANCIAL STATEMENTS**

## **Note 1. Summary of Significant Accounting Policies**

The City of Midwest City's (the City) accounting and financial reporting policies conform to accounting principles generally accepted in the United States of America (GAAP). GAAP includes all relevant Governmental Accounting Standards Board (GASB) pronouncements. The accounting and reporting framework and the more significant accounting policies are discussed in subsequent subsections of this note.

### **1.A. Financial Reporting Entity**

**The City of Midwest City** operates the public safety, health and welfare, streets and highways, parks and recreation, and administrative activities

The City of Midwest City is an incorporated municipality located in central Oklahoma. The City operates under a council manager form of government with a charter that provides for three branches of government

- legislative the governing body includes an elected seven member City Council and Mayor
- executive the City Manager is the Chief Executive Officer and is appointed by the City Council
- judicial the municipal judges are practicing attorneys appointed by the City Council

In determining the financial reporting entity, the City of Midwest City complies with the provisions of Governmental Accounting Standards Board and includes all component units for which the City is financially accountable. The City's financial reporting entity primary government presentation includes the City of Midwest City and certain component units as follows

**Blended Component Units:** Separate legal entities for which the City Council members also serve as the trustees/governing body of the Authorities and/or the City is able to impose its will on the Authorities through required approval of all debt obligations issued by these entities. These component units funds are blended into the City's by appropriate fund type to comprise part of the primary government presentation.

**Midwest City Utilities Authority** created for industrial development.

**Midwest City Municipal Authority** – created to operate the water, sewer, sanitation and conference center/hotel.

**Midwest City Hospital Authority** created to operate the hospital, however, in 1998 the hospital was leased for a 30 year term. In March 2000, this lease was extended to May 2020. The Trustees manage activities related to the hospital lease. Economic development is also a principal mission of the Authority.

**Urban Renewal Authority** created for economic development.

**Economic Development Authority** – created for economic development.

Each of these component units listed above are Public Trusts established pursuant to Title 10 of Oklahoma State law. Public Trusts (Authorities) have no taxing power. The Authorities are generally created to finance City services through issuance of revenue bonds or other non general obligation debt and to enable the City Council to delegate certain functions to the governing body (Trustees) of the Authority. The Authorities generally retain title to assets which are acquired or constructed with Authority debt or other Authority generated resources. In addition, the City has leased certain existing

assets at the creation for the Authorities to the Trustees on a long term basis. The City, as beneficiary of the public Trusts, receives title to any residual assets when a public Trust is dissolved.

In accordance with state law, the City Council must approve, by two thirds vote, all debt obligations of these public trusts prior to incurring the obligation. This is considered sufficient imposition of will to demonstrate financial accountability and to include the trusts within the City's financial reporting entity. The public trusts do not issue separate annual financial statements.

### **1.B. Basis of Presentation and Accounting**

This annual report is presented in a format that substantially meets the presentation requirements of the Governmental Accounting Standards Board (GASB) in accordance with generally accepted accounting principles. The presentation includes financial statements that communicate the City's financial condition and changes therein at two distinct levels

- **The City as a Whole** (a government wide presentation)
- **The City's Funds** (a presentation of the City's major and aggregate non major funds)

#### **Government-Wide Financial Statements:**

The Government wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the nonfiduciary activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. In the Statement of Net Position and the Statement of Activities, the City presents two kinds of activities

*Governmental activities* Most of the City's basic services are reported here, including the police, fire, general administration, streets, parks and recreation. Sales taxes, franchise fees, fines, and state and federal grants finance most of these activities.

*Business-type activities* Services where the City charges a fee to customers to help cover all or most of the cost of the services it provides. The City's water, sewer, sanitation and the hotel/conference center activities are reported here.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

The statements of net position and activities are reported on the accrual basis of accounting and economic resources measurement focus. Under the accrual basis of accounting, revenues are recognized when earned and expenses (including depreciation and amortization) are recorded when the liability is incurred or economic asset used.

**Fund Financial Statements:**

***Governmental Funds:***

Most of the City's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances remaining at year end. Governmental funds report their activities on the modified accrual basis of accounting and current financial resources measurement focus that is different from other funds. For example, these funds report the acquisition of capital assets and payments for debt principal as expenditures and not as changes to asset and debt balances.

Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 90 days of the end of the current fiscal period except for reimbursement type grants that are recorded as revenues when the related expenditures are recognized and available within 120 days of year end. Expenditures are generally recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, claims, judgments, postemployment benefits and net pension liabilities are recorded only when payment is due.

Sales and use taxes, property taxes, franchise taxes, licenses, court fines and interest associated with the current fiscal period are all considered to be susceptible to accrual, and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the City.

The governmental fund statements provide a detailed short term view of the City's general government operations and the basic services it provides. Governmental fund information helps one determine (through a review of changes to fund balance) whether there are more or fewer financial resources that can be spent in the near future to finance the City's programs. The City's governmental funds include

**a or Funds**

- **General Fund** accounts for all activities not accounted for in other special purpose funds. For reporting purposes the General Fund also includes the activities of the reimbursed projects Account, Employee Activity Account, Activity Account, Animals Best Friend Account, 2<sup>th</sup> and Douglas Account, Grant Account, and Disaster Relief Account.
- **Police Fund** is a special revenue fund that accounts for police services funded by a restricted sales tax, a transfer of 3.21% of General Fund revenues per ordinance legally restricted for police operations, and fines and fees restricted for traffic enforcement operations. For reporting purposes, the Police Fund includes the Jail Fund.
- **Fire Fund** is a special revenue fund that accounts for fire protection services funded by sales tax legally restricted for fire and a transfer of 27.5% of General Fund revenues per ordinance legally restricted for fire operations.
- **Midwest City Hospital Authority** is a special revenue fund that manages activities related to the hospital lease, funded by interest income and in lieu of taxes. The Hospital Authority also makes investments and expenditures in economic development activities.
- **201 GO Bond C** is a capital project fund funded with proceeds from general obligation bond issues to finance voter approved projects.

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Aggregated on a or Funds (reported as Other Governmental Funds)

Special revenue Funds include juvenile, parks and recreation, emergency Operations, Technology, Welcome Center, police impound Fees, Street and Alley, police Special projects, police Lab Fee, Convention/visitors bureau, Sooner State F, Urban Renewal Authority Funds, Economic Development Authority Fund, Street Light Fee, and General Government Sales Tax.

Debt Service Fund accounts for ad valorem taxes levied by the City for use in retiring general obligation bonds, and their related interest expenses.

Capital project Funds

- Capital improvement Fund accounts for assessed fees that help fund capital projects for various functions of the City.
- Downtown redevelopment Authority accounts for the lease proceeds from the 2<sup>th</sup> street redevelopment. proceeds are used to fund various needs of the City.
- 2002 Street project Fund accounts for the proceeds from the 2002 General Obligation Street bonds which funds capital street projects.
- Dedicated Tax 2012 Fund accounts for the sales tax restricted for street, parks, trails, sidewalks and public transportation projects.
- 201 GO bond proprietary Fund accounts for general obligation bond proceeds restricted to proprietary projects.
- Sales Tax Capital improvement Fund accounts for sales tax restricted by a vote of the citizens for capital improvements, including debt retirements.
- Capital Outlay reserve Fund accounts for funds set aside to fund the five year capital needs projects.

The reconciliation of the governmental funds financial statements to the governmental activities presentation in the government wide financial statements is the result of the use of the accrual basis of accounting and economic resources measurement focus at the government wide level.

***Proprietary Funds:***

When the City charges customers for the services it provides, these services are generally reported in proprietary funds. Proprietary funds include enterprise funds and internal service funds. Enterprise funds are used to account for business like activities provided to the general public. Internal service funds are used to account for business like activities provided to other funds or departments of the City. Proprietary funds are reported on the accrual basis of accounting and economic resources measurement focus. For example, proprietary fund capital assets are capitalized and depreciated and principal payments on long term debt are recorded as a reduction to the liability.

Proprietary funds distinguish operating revenues and expenses from non operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Midwest City Municipal Authority (Municipal Authority), a non major enterprise fund and of the City's internal service funds are charges to customers for sales and services. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non operating revenues and expenses.

The City's proprietary funds include the following

### **Enterprise Funds**

Water

The Municipal Authority Funds includes the following accounts

- Water Account (includes the Water Operating Account and the Water Capital Projects Account) accounts for the activities providing water services to the public.
- Sewer Account (includes the Sewer Operating Account and the Sewer Capital Projects Account) accounts for the activities providing sewer services to the public.
- Sanitation Account (includes the Sanitation Operating Account) accounts for the activities providing sanitation services to the public.
- Conference Center/ Hotel Account (includes the Conference and Hotel Operating Account) accounts for the activities related to the Conference Center and Hotel.
- Drainage Account (includes the Drainage Operating Fund and the Capital Projects Account) accounts for the activities providing drainage services to the public.
- Debt Service Account accounts for the debt activities related to the 2011 and 2011A revenue bonds.
- Utility Services Account accounts for activities related to billing for water, sewer, sanitation, storm water, and drainage.
- Utilities Capital Account accounts for capital purchases for the water, sewer, and sanitation systems.
- Customer Deposit Account accounts for utility customer deposits.
- Golf Course Account accounts for activities of the John Conrad and the Hidden Creek golf courses.

Industrial

- Utilities Authority Fund accounts for industrial development activities.

### **Internal Service Funds** (aggregated in a single column for reporting purposes)

- Risk Management Fund accounts for the cost of providing various insurance services (i.e., general liability, vehicle and property) to other funds and departments of the City.
- Public Works Administration Fund accounts for the cost of centralization of administrative resources to various departments of the City. This fund primarily serves the business type activities.
- Fleet Services Fund accounts for fuel, maintenance and repairs for the City's fleet.
- Surplus Property Fund accounts for the disposal of surplus property on behalf of all departments.
- Benefits Fund accounts for health and life benefits to employees.
- Workers Compensation Fund accounts for the cost of providing workers compensation insurance services to the other funds and departments of the city.

**1.C. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance**

**Deposits and Investments:**

Cash and cash equivalents includes all demand and savings accounts, certificates of deposit or short term investments with an original maturity of three months or less, and money market investments. Trust account investments in open ended mutual fund shares are also considered cash equivalents.

Investments, other than Hospital Authority investments, consist of long term certificates of deposit, U.S. Treasury bonds and notes, and U.S. agency securities. Certificates of deposit are reported at cost, while the U.S. Treasury and agency securities are reported at fair value. Hospital investment consist of mutual funds and equities. Investments are reported at fair value.

Except where otherwise required, cash resources have been pooled in order to maximize investment opportunities. Income from investments purchased with pooled cash is allocated to individual funds based on the funds average cash balance and legal requirements.

**Restricted Assets:**

Certain proceeds of the enterprise funds promissory notes, as well as certain resources set aside for their repayment, are classified as restricted assets on the Statement of Net Position because they are maintained in separate bank accounts, and their use is limited by applicable loan covenants. The debt service fund accounts are used to segregate resources accumulated for debt service payments over the next 12 months. In addition, amounts held for meter deposit refunds are considered restricted.

**Receivables:**

In the government wide statements, receivables consist of all revenues earned at year end and not yet received. Allowances for uncollectible accounts receivable are based upon historical trends and the periodic aging of accounts receivable. Major receivable balances for the governmental activities include sales and use taxes, franchise taxes, grants and court fines. Business type activities report utilities as its major receivable.

In the fund financial statements, material receivables in governmental funds include revenue accruals such as sales tax, franchise tax, and grants and other similar intergovernmental revenues. Prepaid on exchange transactions collectible but not available are reported as a deferred inflow of resources in the fund financial statements in accordance with the modified accrual basis of accounting, but not reported as a deferred inflow of resources in the government wide financial statements in accordance with the accrual basis. Interest on investment earnings are recorded when earned only if paid within 90 days since they would be considered both measurable and available. Proprietary fund material receivables consist of all revenues earned at year end and not yet received. Utility accounts receivable and interest earnings comprise the majority of proprietary fund receivables. Allowances for uncollectible accounts receivable are based upon historical trends and the periodic aging of accounts receivable.

**Inventories:**

Inventories are valued at average cost. Governmental fund inventory is related to parts of vehicle and equipment maintenance. Proprietary fund inventory is related to material on hand for repairs and improvements to the utility system. The cost of inventories are recorded as expenditures when consumed rather than when purchased.

**Land Held for Economic Development:**

The Hospital Authority owns land that is being held for future economic development. This land is carried at the lower of cost or fair value.

**Capital Assets:**

Capital assets, which include property, plant, equipment, and infrastructure assets are reported in the applicable governmental or business type activities columns in the government wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Depreciable capital assets are depreciated on a straight line basis over their useful lives. The range of estimated lives by type of assets is as follows

- Buildings/improvements 25 - 30 years
- Utility systems 25 years
- Infrastructure 25 years
- Machinery and equipment 5 - 20 years
- Vehicles 5 - 25 years

Depreciation of capital assets is included in total expenses and is charged or allocated to the activities primarily benefiting from the use of the specific asset.

**Long-term obligations:**

In the government wide financial statements and proprietary fund types in the fund financial statements, long term debt and other long term obligations are reported as liabilities in the applicable governmental activities, business type activities, or proprietary fund type Statements of Net Position. Bond premiums and discounts are amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of bond premium or discount. Deferred amount on refunding is amortized over the shorter of the life of the new debt or the remaining life of the refunded debt using the straight line method. Deferred amounts are shown as deferred inflows or outflows.

Long term obligations of governmental funds are not reported as liabilities in the fund financial statements. The debt proceeds are reported as other financing sources and payment of principal and interest reported as expenditures.



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The City's long term debt consists of general obligation bonds, revenue bonds and notes, accrued compensated absences, contracts payable, net pension liability, total OASDI liability, and refundable deposits.

**Compensated Absences:**

Under the terms of union contracts and City personnel policies, City employees are granted vacation and sick leave in varying amounts. Regular full time civilian employees earn vacation leave per pay period in varying amounts from 0.0 hours per year to 20.10 hours per year based upon years of service. Upon separation from the city, a civilian employee is paid for accrued vacation up to a maximum of 12 hours plus current year accrual earned to date of separation. Civilian employees earn sick leave per pay period of 3.7 hours, for a total of 20.20 hours per year with the exception of Fire Cooks working 2 hour shifts who earn 5.5 hours per pay period for an annual total of 11.0 hours per year. Civilian employees who separate from employment with the city will be compensated for all accrued but unused sick leave as follows: Upon separation from the city after 10 years of service, a civilian employee is paid for accrued sick leave up to a maximum of 10 hours plus current year accrual earned to date of separation at 1/2 his/her hourly rate of pay. Civilian employees who separate from employment prior to 10 years of service shall receive no compensation for accrued sick leave benefits.

Police union employees earn vacation leave per pay period in varying amounts from 0.0 hours per year to 20.10 hours per year based upon years of service. Upon separation from the city, a police union employee is paid for accrued vacation up to a maximum of 21 hours plus current year accrual earned to date of separation. Police union employees earn sick leave per pay period of 3.7 hours for an annual total of 11.0 hours. Police union employees who separate from employment with the city will be compensated for all accrued but unused sick leave as follows: Upon separation from the city after 10 years or more of service, a police union employee is paid for accrued sick leave up to a maximum of 11,000 hours plus current year accrual earned to date of separation at 1/2 his/her hourly rate of pay.

Police union employees who separate from employment prior to 10 years of service shall receive no compensation for accrued sick leave benefits. 100% of the sick leave balance shall be paid to the police union employee's named beneficiary in the event an employee is killed in the line of duty.

Fire union employees earn vacation leave per pay period in varying amounts from 0.0 hours per year to 301.3 hours per year based upon shift worked and years of service. Upon separation from the city, a fire union employee is paid for accrued vacation up to a maximum of 300 hours plus current year accrual earned to date of separation for 2 hour workers up to a maximum of 21 hours plus current year accrual earned to date of separation for 4 hour workers. Fire union employees earn sick leave per pay period of 5.5 for a total of 11.0 hours per year for 2 hour workers and 20.20 hours per year for 4 hour workers.

Fire union employees who separate from employment with the city will be compensated for all accrued but unused sick leave as follows: Upon separation from the city after 10 years or more of service or with an on the job injury, a fire union employee is paid for accrued sick leave up to a maximum of 1,312 hours for 2 hour workers up to a maximum of 13 hours for 4 hour workers at 1/3 his/her hourly rate of pay. Hours accumulated over the maximum are paid at the rate of 1/3 his/her hourly rate of pay each bi weekly pay period.

Employees, regardless of years of service, will be paid out at 1/3 for separation due to on the job injury. Fire union employees who separate from employment prior to 10 years of service and without an on the job injury shall receive no compensation for accrued sick leave benefits.

**Deferred Outflow/Inflows of Resources:**

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and will not be recognized as an outflow of resources until then. The City has three items that qualify for reporting in this category. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The city also reports deferred outflows for pension and OPEB related amounts.

In addition to liabilities, the financial statements will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and will not be recognized as an inflow of resources (revenues) until that time. The governmental funds report unavailable revenues from court fines and property taxes. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. In the City's government wide statements the property tax revenues remain as a deferred inflow under the full accrual basis of accounting and will become an inflow in the year for which they are levied. The government wide Statement of Net Position also reports deferred inflows for gain on refunding of debt, pension and OPEB related amounts.

**Fund Equity:**

*Government-Wide and Proprietary Fund Financial Statements:*

Net position is displayed in three components

- a. *Net investment in capital assets* Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvements of those assets, plus the remaining unspent construction proceeds of debt issued for capital improvements.
- b. *Restricted net position* Consists of net position with constraints placed on the use either by 1) external groups such as creditors, grantors, contributors, or laws and regulations of other governments, or 2) law through constitutional provisions or enabling legislation.
- c. *Unrestricted net position* All other net position that does not meet the definition of restricted or net investment in capital assets.

It is the City's policy to first use unrestricted net position prior to the use of restricted net position when an expense is incurred for purposes for which both restricted and unrestricted net position is available.

*Governmental Fund Financial Statements:*

Governmental fund equity is classified as fund balance. Fund balance is further classified as nonspendable, restricted, committed, assigned and unassigned. These classifications are defined as

- a. *nonspendable* includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

b. **Restricted** consists of fund balance with constraints placed on the use of resources either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments, or (2) laws through constitutional provisions or enabling legislation.

c. **Committed** includes amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the city's highest level of decision making authority. The City's highest level of decision making authority is made by ordinance. The Hospital Authority and Urban Renewal Authority highest level of decision making authority is made by resolution.

d. **Assigned** includes amounts that are constrained by the city's intent to be used for specific purposes but are neither restricted nor committed. Assignments of fund balance may be made by city council action or management decision when the city council has delegated that authority. Assignments for revenues in other governmental funds are made through budgetary process.

e. **Unassigned** represents fund balance that has not been assigned to other funds and has not been restricted, committed, or assigned to specific purposes within the General Fund. Deficit fund balances of other governmental funds are also reported as unassigned.

It is the City's policy to first use unrestricted fund balance prior to the use of the restricted fund balance when an expenditure is incurred for purposes for which both restricted and unrestricted resources are available. The City's policy for the use of fund balance amounts require that unassigned amounts would be reduced first followed by assigned amounts and then committed amounts when expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

#### **1.D. Revenues, Expenditures and Expenses**

##### **Program Revenues:**

Program revenues within the Statement of Activities that are derived directly from each activity or from parties outside of the City's taxpayers are reported as program revenues. The City has the following program revenues in each activity

- Public Safety Fire, Police, 11 fines and forfeitures, restricted operating grants, 11 revenue, and restricted capital grants, property seizure, donations, state on behalf pension contributions
- Streets commercial vehicle and gasoline excise tax shared by the State.
- Culture and recreation pool fees, rental of community center and senior center, programming fees, park fees, softball fees, operating and capital grants
- Health and Welfare F A grants
- Economic Development rental income and operating grants
- General Government license and permits, technology and false alarm fees, impact fees, and operating grants

All other governmental revenues are reported as general revenues. All taxes are classified as general revenue even if restricted for a specific purpose.

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**Sales Tax Revenue:**

Sales tax revenue represents a .0 cents tax on each dollar of taxable sales which is collected by the Oklahoma Tax Commission and remitted to the City. Upon final allocation the sales tax is broken down as follows

	<b>Effective January 2018</b>	
General Government	1.25	27.17
Police	1.2	30.7
Fire	1.1	2.7
Ill	.0	.7
Capital improvements	.25	5.3
Parks and recreation	.05	1.0
Sewer plant	.0	.70
Streets/ Parks/Sidewalks/Trails/and Public Transportation	.05	1.0
Totals	.	100

**Property Tax Revenue:**

In accordance with state law, a municipality may only levy a property tax to retire general obligation debt approved by the voters and to pay judgments rendered against the City. Property taxes levied by the City are billed and collected by the County Treasurer's Office and remitted to the City in the month following collection. Property tax is levied each October 1st on the assessed valuation of non exempt real property located in the City as of the preceding January 1st, the lien date. Property taxes are due on November 1st following the levy date, although they may be paid in two equal installments (if the first installment is paid prior to January 1st, the second installment is not delinquent until April 1st). Property taxes are collected by the County Treasurer and are remitted to the City. Property tax receivables are recorded on the lien date, although the related revenue is reported as a deferred inflow of resources and will not be recognized as revenue until the year for which it is levied. Property taxes unpaid for the fiscal year are attached by an enforceable lien on property in the following October. For the year ended June 30, 2021, the City's net assessed valuation of taxable property was 31,111. The taxes levied by the City per 1,000 of net assessed valuation for the year ended June 30, 2021 was .7.

Property tax accrued on the lien date of January 1, 2021 and recorded as a deferred inflow of resources was 3,552.52.

**Expenditures and Expenses:**

In the government wide financial statements, expenses, including depreciation of capital assets, are reported by function or activity. In the governmental fund financial statements, expenditures are reported by class as current (further reported by function), capital outlay and debt service. In the proprietary fund financial statements, expenses are reported by object or activity.

### **1.E. Internal and Interfund Balances and Activities**

In the process of aggregating the financial information for the government wide statement of net position and statement of activities, some amounts reported as interfund activity and balances in the fund financial statements have been eliminated or reclassified.

#### *Government-Wide Financial Statements:*

Interfund activity, if any, are eliminated or reclassified in the government wide financial statements as follows

1. *Internal balances* amounts reported in the fund financial statements as interfund receivable and payables are eliminated in the governmental and business type activities columns of the statement of net position, except for the net residual amounts due between governmental and business type activities, which are reported as internal balances.
2. *Internal activities* amounts reported in the fund financial statements as interfund transfers are eliminated in the government wide statement of activities except for the net amount of transfers between governmental and business type activities, which are reported as Transfers Internal Activities. The effect of interfund services between funds is not eliminated in the statement of activities.

#### *Fund Financial Statements:*

Interfund activity, if any, within and among the governmental and proprietary fund categories is reported as follows in the fund financial statements

1. Interfund loans amounts provided with a requirement for repayment are reported as interfund receivables and payables.
2. Interfund services sales or purchases of goods and services between funds are reported as revenues and expenditures/expenses.
3. Interfund reimbursements repayments from funds responsible for certain expenditures/expenses to the funds that initially paid for them are not reported as reimbursements but as adjustments to expenditures/expenses in the respective funds.
4. Interfund transfers flow of assets from one fund to another where repayment is not expected are reported as transfers in and out.

### **1.F. Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures accordingly, actual results could differ from those estimates.

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**2. Cash and Cash Equivalents, Deposits and Investments**

**Deposits and Investments Risks**

Fair value is the price that would be received to sell an investment in an orderly transaction between market participants at the measurement date. The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets. Level 2 inputs are significant other observable inputs. Level 3 inputs are significant unobservable inputs.

	Quoted prices in Active Markets for identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total Fair Value
Agency securities		1,221,71		1,221,71
Real estate			2,30,0	2,30,0
Mutual Funds	7, , 2			7, , 2
	<u>7, , 2</u>	<u>1,221,71</u>	<u>2,30,0</u>	<u>1,224,01</u>

As of June 30, 2021, the City's investments in U.S. agency securities are valued using Level 2 inputs. The value is determined using quoted prices for similar assets or liabilities in active markets.

Real estate investments classified in Level 3 are valued using the change in assessed property tax land values for similar properties from the county assessor.

Certain investments that do not have a readily determinable fair value are measured at net asset value (NAV), or its equivalent. NAV per share is calculated as of the City's year end in a manner consistent with the Governmental Accounting Standards Board's measurement principles. There are no unfunded commitments related to these investment vehicles. The valuation method for investments measured at the NAV per share (or its equivalent) is presented on the following table.

Investments Measured at Net Asset Value	Fair Value	Redemption Frequency	Redemption Notice Period
Equity index funds <sup>(1)</sup>	71,003,03	Daily	2 days
Fixed income debt funds <sup>(2)</sup>	<u>5,15</u>	Daily	3 days
	<u>0,2</u>		

- (1) **US equity index funds** The Fund is an index fund that seeks investment results that correspond generally to the S&P 500 Index. The Fund is invested and reinvested in a portfolio of equity securities with the objective of approximating as closely as practicable the capitalization weighted total rate of return of that segment of the U.S. market for publicly traded equity securities represented by the larger capitalized companies. The investment is valued at the net asset value of units held at the end of the period based upon the fair value of the underlying investments.
- (2) **US fixed income debt funds** The US fixed income debt fund is an index fund that establishes an objective of delivering investment performance approximating as closely as practicable the total rate of return of the market for debt securities as defined by the Barclays U.S. Aggregate Bond Index. The Fund uses a passive or indexing approach to try to achieve the Fund's investment objective. The investment is valued at the net asset value of units held at the end of the period based upon the fair value of the underlying investments.

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Government money market accounts are carried at amortized cost.

The City of Midwest City primary government and blended component units are governed by the deposit and investment limitations of state law and trust indentures. The deposits and investments held at June 30, 2021 by these entities are as follows

Type	Carrying value	Credit rating	Maturities in years				
			On Demand	Less Than One	1 - 5	10	More than 10
Demand deposits	127,022.00	n/a	127,022.00				
Time deposits	1,130,170	n/a		2,000,000	1,130,170		
Government Money Market Accounts	15,002	AAAm	15,002				
U.S. Agencies Obligations	1,221,711	Aaa		5,250	5,201		7,105,357
Sub total	1,535,705		135,133	7,250	11,750,311		7,105,357
Local state	2,300	n/a					
Mutual Funds securities	11,025	n/a					
Fixed income	5,151	n/a					
Sub total	130,202						
Total Deposits and Investments	2,237,005						
Reconciliation to Financial Statements							
Cash and cash equivalents	1,005						
Cash and cash equivalents, restricted	5,203						
Investments	150,300						
Investments, restricted	5,153						
Investments, restricted non-current	2,500						
	2,237,005						

**Custodial Credit Risk** – Exposure to custodial credit risk related to deposits exists when the City holds deposits that are uninsured and uncollateralized or collateralized with securities held by the pledging financial institution, or by its trust department or agent but not in the City's name or collateralized without a written or approved collateral agreement. Exposure to custodial credit risk related to investments exists when the City holds investments that are uninsured and unregistered, with securities held by the counterparty or by its trust department or agent but not in the City's name.

The City's policy as it relates to custodial credit risk is to secure its uninsured deposits with collateral, valued at no more than market value, at a minimum level of 110% of the uninsured deposits and accrued interest thereon. The City's policy limits acceptable collateral to U.S. Treasury securities, federally insured obligations, or direct debt obligations of municipalities, counties, and school districts in Oklahoma. Also, as required by Federal 12 U.S.C.A., Section 1723(e), all financial institutions pledging collateral to the City must have a written collateral agreement.

At June 30, 2021, the City had no exposure to custodial credit risk as defined above.

**Investment Credit Risk** – The City's investment policy limits investments, excluding the Hospital Authority and Municipal Authority, to the following

- a. Obligations of the U.S. Government, its agencies and instrumentalities
- b. Collateralized or insured non negotiable certificates of deposit or other evidences of deposit that are either insured or secured with acceptable collateral with an in state financial institution, and fully insured deposits in out of state institutions
- c. Insured or fully collateralized negotiable certificates of deposit
- d. Repurchase agreements that have underlying collateral consisting of those items specified in paragraph a above and
- e. Money market funds regulated by the SEC and in which investments consist of the investments mentioned in the previous paragraph a.

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Investment credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The City has no formal policy limiting investments based on credit rating, but discloses any such credit risk associated with their investments by reporting the credit quality ratings of investments in debt securities as determined by nationally recognized statistical rating organizations (rating agencies) as of the year end. Unless there is information to the contrary, obligations of the U.S. government or obligations explicitly guaranteed by the U.S. government are not considered to have credit risk and do not require disclosure of credit quality.

*Investment Interest Rate Risk* Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The City's investment policy indicates that the investment portfolio, shall remain sufficiently liquid to enable the City to meet all operating requirements as anticipated. The City discloses its exposure to interest rate risk by disclosing the maturity dates of its various investments by date range.

At June 30, 2021, the investments held by the City mature between 2021 through 2027.

*Concentration of Investment Credit Risk* Exposure to concentration of credit risk is considered to exist when investments in any one issuer represent a significant percent of total investments of the City (any over 5% are disclosed). Investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments are excluded from this consideration. The City's investments in Blackrock (classified as mutual funds securities) and Vanguard mutual funds each exceed 5%.

**Hospital Authority Investments:**

The Hospital Authority policy provides that assets be invested to preserve its principal, produce a proscribed level of income, and provide for growth of principal with no outside additions to the fund being anticipated. Assets are to be invested in a diversified portfolio to achieve attractive real rates of return. The investment policy of the Hospital Authority allows for the investment of funds in domestic and international common stocks, government and corporate bonds, short term fixed income securities maturing in one year or less (cash equivalents) by utilizing primarily index funds, mutual funds, or collective trust funds. In addition, the Hospital Authority may invest portions of the fund corpus, or income, in real estate. Such real estate investments would typically include developed or undeveloped real property located in Midwest City, Oklahoma or its environs, or commingled funds which invest in various kinds of property located throughout the United States. The overall rate of return objective of the portfolio is a highest possible rate of return consistent with the risk levels established by the Board.

The acceptable long term rate of return is expected to provide equal or superior results, using a three to five year moving average, relative to the following benchmarks

1. An absolute return objective of the Consumer Price Index plus 1% compounded annually.
2. An income return sufficient to meet any disbursement requirement as stipulated by the Board.
3. A return exceeding the 90 Day U.S. Treasury bill rate (risk free rate).
4. Domestic equity fund returns which exceed the S&P 500 Stock index return by 1% (100 basis points), per year and fixed income return which exceed the Barclays Capital Aggregate Bond Index by 0.5% per year (50 basis points).



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5. Stock and bond returns which fall into the top 25 of the Consultant universe (or other representative universe approved by The Board) of common stock and bond funds (referred to as equity and fixed income), with some consistency.
6. Passive domestic returns which replicate the return of the Standard and Poor's 500 Stock Index, passive fixed returns which replicate the return of the Barclays Capital Aggregate Bond Index, and passive international returns which replicate the return of the SCAF International Index.

Asset allocation guidelines for the Hospital Authority are as follows

Class	Target	Maximum	June 2021 Percent
Equities Domestic	20 - 70	5	.
Fixed Income	2.5 - 30	0	7.2
Cash Equivalents	0	20	.0

**Restricted Cash and Investments**

The amounts reported as restricted assets on the Statement of Net Position are comprised of amounts held for Debt Service accounts by the trustee bank for revenue bond retirement and revenue bond construction funds, and the Customer Deposit Account for refundable deposits held by others. The restricted assets as of June 30, 2021 are as follows

Cash and Cash Equivalents		
Restricted for Debt Service	7,107	
Restricted Construction Proceeds	3,231	
Restricted for Refundable Deposits	1,273,700	
	5,210,838	
Investments		
Restricted for Debt Service	5,153	
Investments Restricted for Refundable Deposits	25,000	
	5,178,000	

**3. Leases Receivable**

The Economic Development Authority entered into an agreement with Sooner Town Center, LLC to provide funds up to \$155,000 for the Town Center Plaza project. The loan is amortized over a 30 year period with interest rates of 2.0% to 7.0%. The loan is secured with a lease receivable for future rental of the facility. At the end of the fiscal year, the City reflects a \$2.7 million receivable in the governmental activities. At the end of the fiscal year, the borrower had not drawn \$3.0 million of the available loan proceeds.

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**4. Capital Assets and Depreciation**

**Capital Assets:**

For the year ended June 30, 2021, capital assets balances changed as follows

	Balance at July 1, 2020	Additions	Transfers, Retirements, and Disposals	Balance at June 30, 2021
<b>PRIMARY GOVERNMENT:</b>				
<i>Governmental activities:</i>				
Capital assets not being depreciated and land	3,503			3,503
Construction in progress	11,222,233	1,151,500	(22,700)	23,357,022
Total capital assets not being depreciated	11,225,736	1,151,500	(22,700)	3,307,816
Capital assets being depreciated				
Buildings	31,730	31,700	(1,057)	30,0152
Machinery and equipment	22,233,033	750,117	(1,000)	22,533,150
Vehicles	10,330	2,11,202	(2,12,500)	12,710,702
Infrastructure	52,510,353	71,310		57,311,663
Total other capital assets	51,305,723	72,127	(2,202,500)	52,313,350
Less accumulated depreciation for				
Buildings	1,353,333	52,000	(55,700)	1,350,633
Machinery and equipment	1,027,300	5,250	(13,000)	1,019,550
Vehicles	10,020	2,070	(22,000)	10,068
Infrastructure	230,717,753	11,503,270		242,221,023
Total accumulated depreciation	2,390,413	13,301,700	(1,353,300)	2,038,813
Capital assets being depreciated, net	2,915,410	(5,257,000)	1,033,000	2,222,005
Governmental activities capital assets, net	2,917,236	12,571,000	7,053,310	305,575,126
	Balance at July 1, 2020	Additions	Transfers, Retirements, and Disposals	Balance at June 30, 2021
<i>Business-type activities:</i>				
Capital assets not being depreciated and water rights	2,072,525	550,000		2,622,525
Construction in progress	3,101	5,725	7,110	7,318,000
Total capital assets not being depreciated	12,103	5,215,725	7,110	1,202,100
Capital assets being depreciated				
Buildings	32,733	72,501		32,700
Machinery and equipment	1,570	1,000	3,170	15,053,700
Vehicles	11,205,300	25,570	23,500	11,207,770
Utility systems	1,020	501,730		1,521,730
Total other capital assets	2,253,125	1,511,000	50,733	2,355,858
Less accumulated depreciation for				
Buildings	12,350	75,300		13,522
Machinery and equipment	10,771	5,100	27,700	11,000,002
Vehicles	10,222	0,000	23,500	10,177,200
Utility systems	7,023	3,727		0,350
Total accumulated depreciation	10,550,171	5,225,100	303,030	112,123,353
Capital assets being depreciated, net	135,105	(3,207,100)	203,500	131,555
Business type activities capital assets, net	1,175,300	5,100	50,700	1,117,100

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**Depreciation:**

Depreciation expense has been allocated as follows

**Governmental Activities:**

General government	,303
Public safety	1,207,533
Streets	11,011,717
Culture and recreation	3,275,555
Health and welfare	70,000
Economic development	352,000
Sub total governmental funds depreciation	13,000,000

Depreciation on capital assets held by the City's internal service funds is charged to the various functions based upon usage	0,537
Total	13,000,537

**Business-Type Activities:**

Water	1,270,000
Sewer	2,732,000
Sanitation	531,000
Drainage	275,000
Conference center/hotel	1,333,000
Golf	111,535
Industrial park	57,072
Total Business Type Activities	5,710,000

Depreciation on capital assets held by the City's internal service funds is charged to the various functions based upon usage	10,000
Total	5,720,000

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**5. Internal and Interfund Balances and Transfers**

**Internal and Interfund Balances:**

Interfund receivables and payables at June 30, 2021 were as follows

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>	<u>Nature of Interfund Balance</u>			
General Gov Sales Tax	Surplus property	105,011	Surplus properties sales proceeds to be distributed			
General Fund	Fire Fund	2,122	long term loan for capital improvements			
Police Fund	General Fund	17,022	restricted sales tax payable			
Police Fund	Surplus property	5	Surplus properties sales proceeds to be distributed			
Juvenile Fund	Surplus property	70	Surplus properties sales proceeds to be distributed			
Fire Fund	General Fund	3,371	restricted sales tax payable			
Fire Fund	General Fund	22,011	revenue accrued to be transferred			
Fire Fund	Surplus property	23,35	Surplus properties sales proceeds to be distributed			
Welcome Center	Surplus property	35	Surplus properties sales proceeds to be distributed			
Welcome Center	Golf	71,71	long term loan for capital improvements			
Convention Visitor Bureau	Surplus property	501	Surplus properties sales proceeds to be distributed			
Emergency Operating Fund	Surplus property	3,022	Surplus properties sales proceeds to be distributed			
Park Recreation	Golf	71,71	long term loan for capital improvements			
General Fund	Surplus property	1,222	Surplus properties sales proceeds to be distributed			
Hospital Authority	Surplus property	2	Surplus properties sales proceeds to be distributed			
Capital Improvements Fund	Debt Service	12,2	revenue accrued to be transferred			
Public Works Administration	Surplus property	3	Surplus properties sales proceeds to be distributed			
Fleet Services Fund	Surplus property	5,27	Surplus properties sales proceeds to be distributed			
Storm Water Utility	Surplus property	5	Surplus properties sales proceeds to be distributed			
Sanitation Fund	Surplus property	11,72	Surplus properties sales proceeds to be distributed			
Water Fund	Surplus property	20,133	Surplus properties sales proceeds to be distributed			
Sewer	Surplus property	2,0	Surplus properties sales proceeds to be distributed			
Hotel	Surplus property	1,51	Surplus properties sales proceeds to be distributed			
Golf	Surplus property	15,20	Surplus properties sales proceeds to be distributed			
Debt Service	Debt Service	30,521	revenue accrued to be transferred			
		<u>2,27</u>				
			<b>Due From Other Funds</b>			
			<b>Advance From Other Funds</b>			
			<b>Due To Other Funds</b>			
			<b>Advance To Other Funds</b>			
			<b>Net Internal Balances</b>			
<b>Reconciliation to Fund Financial Statements:</b>						
Governmental Funds		7,505	2,122	21,50	1,7	(22,5)
Proprietary Funds		1,053,317		13,1		12,37
Internal Service Funds		5,30		55,1		(31)
Total		<u>1,020,735</u>	<u>2,122</u>	<u>1,020,735</u>	<u>1,7</u>	<u>233,0</u>
<b>Reconciliation to Statement of Net Position:</b>						
Net Internal Balances		12,37				
Internal Service Fund Activity reported in Business Type Activities		(1,033,3)				
Net Internal Balances		<u>(121,517)</u>				

**Internal and Interfund Transfers:**

The City's policy is to eliminate interfund transfers between funds in the Statement of Activities to avoid the grossing up of balances. Only the residual balances transferred between governmental and business type activities are reported as internal transfers and then offset in the total column. Internal activities between funds and activities for the year ended June 30, 2021 were as follows

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Transfer In	Transfer Out	Amount	Nature of Transfer
General Fund	Storm Water Utility Fund	1,07	Indirect Cost Allocation
General Fund	Sanitation Fund	7,333	Indirect Cost Allocation
General Fund	Water Fund	7,350	Indirect Cost Allocation
General Fund	Sewer Fund	772,000	Indirect Cost Allocation
General Fund	Capital Improvement Revenue Bond Fund	1,350	Debt Service Subsidy
General Gov Sales Tax	G.O. Debt Services	11,000	Capital Outlay Subsidy
Street and Alley Fund	Water Fund	3,200	Capital Outlay Subsidy
Police Fund	General Fund	11,230	Ordinance Obligation
Police Fund	General Fund	2,000	Operating Subsidy
Juvenile Fund	General Fund	50,000	Operating Subsidy
Fire Fund	General Fund	20,000	Ordinance Obligation
Fire Fund	General Fund	32,020	Capital Outlay Subsidy
Emergency Management Fund	General Fund	25,000	Grant Subsidy
General Fund	Police Impound Fee	3,750	Grant Subsidy
General Fund	Fire Fund	3,130	Grant Subsidy
Sanitation	General Fund	55,000	Grant Subsidy
Urban Renewal Authority	General Fund	20,000	Operating Subsidy
201 Election GO Bonds	General Gov Sales Tax	50,000	Capital Outlay Subsidy
201 Election GO Bonds	Police Capitalization	315,000	Capital Outlay Subsidy
201 Election GO Bonds	Fire Fund	315,000	Capital Outlay Subsidy
201 Election GO Bonds	Fire Capitalization	13,000	Capital Outlay Subsidy
201 Election GO Bonds	Welcome Center	150,000	Capital Outlay Subsidy
201 Election GO Bonds	Street Tax Fund	100,000	Capital Outlay Subsidy
201 Election GO Bonds	Park Recreation	2,335	Capital Outlay Subsidy
201 Election GO Bonds	Capital Improvement Fund	2,220	Capital Outlay Subsidy
201 Election GO Bonds	Downtown Redevelopment	1,310	Capital Outlay Subsidy
201 GO Bonds Proprietary	Capital Water Improve	3,200	Capital Outlay Subsidy
Capital Improvement Revenue Bond Fund	Revenue Bond Sinking Fund	1,000,270	Debt Service Subsidy
Capital Improvement Revenue Bond Fund	General Fund	1,300	Debt Service Subsidy
Capital Improvement Fund	Revenue Bond Sinking Fund	53,200	Capital Outlay Subsidy
		<u>51,203</u>	
		Transfers From	Transfers To Other
		Other Funds	Funds
<b>Reconciliation to Fund Financial Statements:</b>			Net Transfers
Governmental Funds		35,730	(3,513)
Proprietary Funds		15,507	(11,337)
Total		<u>51,203</u>	<u>(14,850)</u>
<b>Reconciliation to Statement of Activities:</b>			
Net Transfers			3,153
Capital Contributions to Enterprise Fund			1,200
Transfers Internal Activity			<u>3,721</u>

## 6. Long-Term Liabilities and Obligations

The City's long term obligations consist of general obligation bonds, notes payable, revenue bonds payable accrued compensated absences, total OASDBLP liability and net pension liabilities. For the year ended June 30, 2021, the City's long term debt balances changed as follows

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**Primary Government:**

<u>Type of Debt</u>	<u>Balance</u> <u>July 1, 2020</u>	<u>Additions</u>	<u>Deductions</u>	<u>Balance</u> <u>June 30, 2021</u>	<u>Due Within</u> <u>One Year</u>
<b>Governmental Activities:</b>					
General Obligation Bonds	125,000	55,000	1,500	51,500	1,750
General Obligation Bonds Premium	75,522	17,500	1,111	3,111	
Revenue Bonds Payable	15,000		1,000	25,000	1,700
Accrued Compensated Absences	5,777	3,203	2,000	151,111	2,030,721
Refundable Deposits	11,000	3,227	3,111	102,700	102,700
Total Governmental Activities	<u>111,777</u>	<u>122,332</u>	<u>7,217</u>	<u>122,700</u>	<u>5,700</u>
<b>Reconciliation to Statement of Net Position:</b>					
Plus Total Obligation				2,030,111	
Less Pension Liability				<u>33,000</u>	
				<u>1,370,102</u>	<u>5,700</u>
<b>Business-Type Activities:</b>					
Revenue Bonds Payable	51,535,000		21,300,000	2,050,000	5,000
Revenue Bonds Premium	2,200,300		1,252,210	1,022,220	
Notes Payable	2,200,700	1,550,000	1,050,000	1,700,700	275,000
Refundable Deposits	1,557,550	7,320	23,700	1,511,100	17,720
Accrued Compensated Absences	<u>1,320</u>	<u>22,500</u>	<u>70,700</u>	<u>1,525</u>	<u>57,752</u>
Total Business Type Activities	<u>52,253</u>	<u>1,257</u>	<u>25,211</u>	<u>53,050</u>	<u>5,715</u>
<b>Reconciliation to Statement of Net Position:</b>					
Plus Total Obligation				7,232	
				<u>1,322,300</u>	<u>5,715</u>

Accrued compensated absences liability of the governmental activities is liquidated by the General Fund, Police Fund, the Fire Fund, Juvenile Fund, Grant Fund, Welcome Center Fund, Convention and Visitors Bureau Fund, Technology Fund, Park and Recreation Fund, Downtown Redevelopment Fund, Hospital Authority, and the Emergency Operations Fund. Net pension liability and total Obligation liability are paid from the General Fund, Police Fund and Fire Fund.

*Governmental activities* long term debt payable from property tax levies or other governmental revenues includes the following

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**General Obligation Bonds:**

20,000,000 general obligation bonds dated April 1, 2011, payable in annual installments of 7,500,000 the first year in 2021 and 35,000,000 thereafter, with interest rates of 3.00% to 3.50%, repaid by property tax levies. Final maturity April 2026. 17,205,000

17,250,000 general obligation bonds dated June 1, 2011, payable in annual installments of 575,000 the first year in 2021 and 725,000 thereafter, with interest rates of 3.00%, repaid by property tax levies. Final maturity June 2026. 17,750,000

2,550,000 general obligation bonds dated June 1, 2020, payable in annual installments of 225,000 the first year and 275,000 thereafter, with interest rates of 2.25% to 2.50%, repaid by property tax levies. Final maturity June 2025. 2,550,000

2,055,000 general obligation bonds dated June 1, 2021, payable in annual installments of 375,000 and 30,000 in last year, with interest rates of 2.00% to 2.375%, repaid by property tax levies. Final maturity June 2026. 2,055,000

Total general obligation bonds 51,750,000

Current	1,750,000
on current	<u>700,000</u>
Total	<u>51,750,000</u>

**Revenue Bonds Payable:**

2,515,000 Economic Development Revenue Bonds due in annual principal installments of 750,000 to 250,000 through February 1, 2026 interest rate ranges from 2.00% to 2.70%. Secured by mortgage lien on the property. 2,515,000

17,250,000 Tax Apportionment Refunding Bonds due in annual principal installments of 750,000 to 1,100,000 starting July 1, 2021 through July 1, 2037 interest rate ranges from 3.50% to 4.75%. repaid by property tax levies and sales/use tax apportioned. 17,100,000

Total revenue bonds, et 2,250,000

Current	1,700,000
on current	<u>2,350,000</u>
Total	<u>2,250,000</u>

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*Business-type activities* long term debt payable from net revenues generated and taxes pledged to the City's business type activities include the following

**Revenue Bonds Payable:**

31,250,000 Series 201 Capital improvement revenue bonds due in annual principal installments of \$10,000 to \$1,725,000 through April 1, 2021 interest rate ranges from 2.0% to 3.0%	<u>2,050,000</u>
Total revenue bonds	2,050,000
unamortized revenue bond premium	<u>1,022,220</u>
Total revenue bonds, net	<u><u>30,332,220</u></u>
Current	5,000
on current	<u>30,232,220</u>
Total	<u><u>30,332,220</u></u>

**Note Payable:**

1,550,000 Capital improvement revenue refunding note, Series 2020, due in annual principal installments of \$10,000 to \$25,000 starting March 1, 2021 through June 30, 2025 interest rate 1.1%	173,000
2,200,000 note payable with the Central Oklahoma Master Conservancy District is the City of Midwest City's estimated share of the cost of a new water facility. The project is a joint project with cities of Norman, Del City and Midwest City. The contract provides the City with a share of the District's water supply (0.5). The construction project is anticipated to be completed in February 2021. Final debt payments schedule is available once the project is complete. The agreement is dated July 2020	<u>2,200,000</u>
Total notes payable	<u><u>1,700,000</u></u>
Current	275,000
on current	<u>15,350,000</u>
Total	<u><u>1,700,000</u></u>

**Long-term debt service requirements to maturity are as follows:**

Year ending June 30,	Governmental Type Activities			
	Revenue Bonds Payable		G.O. Bonds Payable	
	Principal	Interest	Principal	Interest
2022	1,700,000	27,353	1,750,000	1,335
2023	1,500,000	273	2,210,000	1,321,122
2024	1,100,000	2,731,123	2,210,000	1,331,35
2025	1,000,000	2,050,5	2,210,000	1,271,1
2026	2,055,000	2,532,035	2,210,000	1,210,0
2027-2031	11,550,000	11,300	11,050,000	5,155,7
2032-203	1,305,000	15,0	11,050,000	3,30,0
2037-201	10,525,000	5,27,5	11,050,000	2,07,72
2022-20	11,550,000	3,200,5	7,710,000	50,27
2027-20	1,100,000	525,225		
	25,000	27,513	51,500	1,011,75



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**Business-Type Activities**

Year ending June 30,	Revenue Bonds Payable		Notes Payable	
	Principal	Interest	Principal	Interest
2022	5,000	1,053,25	275,000	1,312
2023	710,000	1,017,25	320,000	13,000
2024	725,000	1,075,25	370,000	3,000
2025	70,000	1,053,025	25,000	3,000
2026	70,000	1,030,25		
2027-2031	25,000	713,525		
2032-2033	510,000	302,100		
2037-2041	115,000	27,200		
2022-2020	7,375,000	15,000		
2020-2020	330,000	20,200		
Total	2,055,000	1,050,000	173,000	5,750

An amortization schedule will not be available on the note payable with the Central Oklahoma Master Conservancy District until construction of the project is complete.

**Pledge of Future Revenues**

**Sales Tax Pledge** The City has pledged one fourth of one percent (or .25%) of future sales tax revenues to repay the 2011 revenue bonds which are payable through 2041. Proceeds from the bond provided financing to current refund the 2011 revenue bonds which were originally used for advance refunding the 2003 series bonds and to provide capital funding. The total principal and interest payable for the remainder of the life of the bond is \$3,550,000. Pledged sales taxes transferred in the current year was \$15,532,700. Debt service payments on 2011 revenue bonds of \$1,722,500 for the current fiscal year were 11.5% of pledged sales tax. Other sources of revenues such as water and sewer are also pledged. Total net revenues including utilities and sales tax pledged was \$23,117,100.

**Sales Tax Pledge** The City has pledged one fourth of one percent (or .25%) of future sales tax revenues to repay the 2020 Sales Tax revenue refunding note which are payable through 2025. Proceeds from the bond provided financing for refund the 2011A revenue bonds. The total principal and interest payable for the remainder of the life of the bond is \$17,000,750. Pledged sales taxes transferred in the current year was \$15,532,700. Debt service payments on the bonds were \$1,117,330 for the current fiscal year or 7.2% of pledged sales tax. Other sources of revenues such as water and sewer are also pledged. Total net revenues including utilities and sales tax pledged was \$23,117,100.

**Current Refunding**

In December 2020, the City issued \$1,550,000 series 2020 Utility System and Sales Tax revenue note with interest rates at 1.1 percent to current refund \$20,500,000 of outstanding 2011A Series Capital Improvement revenue bonds with interest rates from 2.0 percent to 3.0 percent. A portion of the proceeds along with \$3,177,730 of the 2011A revenue bonds debt service fund were used to current refund the 2011A bonds.

The City refunded the 2011A bonds to reduce its total debt service payments of the next five years by \$151,700 and to obtain an economic gain (difference between the present value of the debt service payments on the old and new debt) of \$222,000. The current refunding resulted in a difference between the reacquisition price and the net carrying amount of the old debt of \$1,105,720. This difference, reported in the accompanying financial statements as a deferred inflow of resources, is being charged to operations through the year 2025 using the straight line method.

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**7. Net Position and Fund Balances**

The following table shows the governmental activities net position that is restricted

Fund	Restricted by	Amount
Hospital Authority	nabbling legislation	13,312
Technology Fund	nabbling legislation	57,053
Police Impound Fund	nabbling legislation	11,337
Urban Renewal Authority	nabbling legislation	3,0
Capital Outlay Reserve Fund	nabbling legislation	7,13
Street Lighting Fund	nabbling legislation	1,773,310
201 GO Bond	nabbling legislation	3,233,0
Economic Development Authority	nabbling legislation	5,035,511
		<u>1,137</u>
Street and Alley Fund	Statutory requirements	1,31,170
Juvenile Fund	Statutory requirements	0,02
Police Special Projects	Statutory requirements	222,2
Police Lab Fee	Statutory requirements	2,370
		<u>1,20,02</u>
General Fund	external contracts	5,171,53
Police Fund	external contracts	13,52,131
Fire Fund	external contracts	10,23,553
Park and Recreation Fund	external contracts	773,71
Emergency Operation Fund	external contracts	1,1
Welcome Center	external contracts	357,33
Convention and Visitors Bureau	external contracts	307,
GO Debt Service Fund	external contracts	2,313,77
2002 GO Street Bond	external contracts	31,71
Downtown Redevelopment	external contracts	57,
Dedicated Tax Fund	external contracts	1,33,
Capital Improvement Fund	external contracts	2,57,
General Government Sales Tax Fund	external contracts	,2,30
Sooner Lose T F	external contracts	01,77
		<u>5,177,3</u>
Total restricted net position		<u><u>1,71,75</u></u>
Restricted (by purpose) for		
Debt service		2,313,77
Hospital		13,352,3
Capital improvements		11,500,35
Public Safety		2,271,33
Street operations		1,77,310
Culture and recreation		1,52,02
Economic Development		,37
Other		5,35,11
		<u><u>1,71,75</u></u>

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The following table shows the fund balance classifications as shown on the Governmental Funds Balance Sheet

	Major Special Revenue Funds				Capital Project Major	Other	
	General Fund	Police Fund	Fire Fund	Hospital Authority	2018 GO Bond CIP	Governmental Fund	Total
Fund balance							
Unexpended							
Inventory	3,173						3,173
Deposits held by others	2,112			3,510		5,300	3,713,222
Repaid expenses	22						22
	<u>331,5</u>			<u>3,510</u>		<u>5,300</u>	<u>3,713,222</u>
Restricted							
Public safety	3,751,0	13,52,131	10,23,553			1,213,32	2,271,315
Hospital				1,75,527			1,75,527
General obligation debt service						2,715	2,715
Capital improvements					2,57,322	11,317	3,210,000
Street improvements						1,011	1,011
Street operations						1,77,310	1,77,310
Technology improvements						57,053	57,053
Culture and rec programs	3,720					1,131,30	1,52,02
Economic development	517					10,013,50	10,531,3
Public works	2,2,072						2,2,072
Health and welfare programs	53,77						53,77
General government	172,3					,213,30	5,013,313
Sub total restricted	<u>5,131,5</u>	<u>13,52,131</u>	<u>10,23,553</u>	<u>1,75,527</u>	<u>2,57,322</u>	<u>35,13,0</u>	<u>21,371,577</u>
Committed to							
Economic development				1,210,555			1,210,555
Assigned to							
Culture and rec programs	2,155						2,155
Capital improvements							
Public safety		1,375					1,375
Economic development						57,0	57,0
Streets						1,5	1,5
General government	27,3						27,3
Public works	2,53						2,53
General government encumbrances	5,						5,
Public safety encumbrances	1,720						1,720
Public works encumbrances	0,52						0,52
Culture and rec encumbrances	31						31
Economic development encumbrances	37,0						37,0
Sub total assigned	<u>2,027</u>	<u>1,375</u>				<u>5,152</u>	<u>3,005</u>
Unassigned (deficit)	(1,300, )						(1,300, )
<b>TOTAL FUND BALANCE</b>	<u>1,02,7</u>	<u>1,033,50</u>	<u>10,23,553</u>	<u>15,23</u>	<u>2,57,322</u>	<u>35,712,520</u>	<u>25,72,13</u>

The beginning fund balance was restated due to a reclassification of a fund from a non major or governmental fund to an account of the General Fund.

	General Fund	Non Major Governmental Funds
Beginning net position, as previously reported	, 5	0, 32,553
Reclassification of fund from non major or to General Fund Account	22, 7	(22, 7 )
Beginning net position, restated	<u>,713, 32</u>	<u>0,707,575</u>

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The following is a breakdown of encumbrances at June 30, 2021

<b>Fund</b>	<b>Balance</b>
<b>Major Funds:</b>	
General Fund	1,051
Police Fund	307,1
Fire Fund	2,31
Hospital Authority	12,7
201 GO Bond C	13,1,7
	1,227
<b>Non Major Fund:</b>	
General Govt Sales Tax	5,11
Street and Alley Fund	15,00
Technology Fund	23,1
Capital Outlay Reserve	15,3
Convention and Visitor Bureau	11,3
Street Tax Fund	151,
Emergency Operations Fund	1,72
Park and Recreation Fund	,51
Grant Fund	1,0
Capital Improvement Fund	17,3
Downtown Redevelopment Fund	,000
Urban Renewal Authority	1,00
Economic Development Authority	5,75
201 GO Bond C Proprietary	5,3,55
	,10,3

Per resolution, the City Council has established a minimum fund balance policy for the General Fund equal to ten percent (10%) of the fund's budgetary operating expenditures each fiscal year. In addition, a reserve equal to five percent (5%) of the budgetary operating expenditures for each fund has been established for the following funds: Police Fund, Fire Fund, Welcome Center Fund, Convention and Visitors Bureau Fund and the Juvenile Fund. The reserves are to ensure the fiscal solvency of the City as a safeguard and all or a portion of the reserves may be appropriated by the city council as necessary in the event of a natural disaster or other catastrophic circumstances, or in the event of significant accounting errors.

**8. Risk Management**

The City is exposed to various risks of loss related to torts, theft of, damage to, or destruction of assets, errors and omissions, injuries to employees, employee health and life, and natural disasters. The City manages these various risks of loss as follows:

- **General Liability** – Covered through self insurance with stop loss for individual claims in excess of 250,000 and aggregate stop loss of 1,000,000.
- **Physical Property** – Covered through purchased insurance with deductibles, by coverage as follows:

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Wind/hail	10,000
Miscellaneous equipment	500
Mobile equipment	500
Fine arts deductible	1,000
Automobile physical damage	1,000

- Workers Compensation Workers compensation is covered through self insurance with the City carrying a third party administering the claims process. The City carries stop loss insurance for individual claims in excess of \$50,000 for all employees with an aggregate stop loss of \$1,000,000.
- Employee's Group Medical Covered through self insurance using a third party administrator to process medical claims. The City uses the third party processor's estimates to record group insurance claims payable. The City also has a stop loss policy which covers individual claims in excess of \$150,000 during any year with aggregate stop loss of \$7,573.

Management believes the insurance coverage listed above is sufficient to preclude any significant uninsured losses to the City. Settled claims have not exceeded this insurance coverage in any of the past three fiscal years.

Claims Liability Analysis

The claims liabilities related to the above noted risks of loss that are retained are determined in accordance with the requirements of GASB Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. For the internal service self insurance funds, changes in the claims liability for the City from June 30, 2019, to June 30, 2021, are as follows

	Workers Comp	Health Care	Total
Claims liability, June 30, 2019	1,200	257,23	2,21,23
Claims and changes in estimates	1,3,530	7,222,73	,5,503
Claims payments	(1,3,530)	(7,05,77)	(,0,327)
Claims liability, June 30, 2020	1,000	3,10	2,32,10
Claims and changes in estimates	1,07,7	,2	7,72,1
Claims payments	(1,13,7)	(,722,51)	(7,2,300)
Claims liability, June 30, 2021	1,1,000	311,72	2,12,72

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**9. Retirement Plan Participation**

The City of Midwest City participates in three pension or retirement plans

1. Oklahoma Police Pension and Retirement System (OPRS) a statewide cost sharing plan
2. Oklahoma Firefighters Pension and Retirement System (OFRS) a statewide cost sharing plan
3. Oklahoma Municipal Retirement Fund (OMRFDC) an agent multiple employer defined contribution plan

**Summary Defined Benefit Plans Balances:**

	Governmental Activities
Retirement liability	
Police Pension System	2,300,500
Firefighters Pension System	31,000,500
Total Retirement liability	33,301,000
Deferred Outflows of Resources	
Police Pension System	10,500
Firefighters Pension System	5,000
Total Deferred Outflows of Resources	10,555,500
Deferred Inflows of Resources	
Police Pension System	70,500
Firefighters Pension System	1,235,500
Total Deferred Inflows of Resources	2,326,000

**Oklahoma Police Pension and Retirement Systems**

**Pensions** For purposes of measuring the net pension liability (asset), deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Oklahoma Police Pension and Retirement System (OPRS) and additions to/deductions from OPRS's fiduciary net position have been determined on the same basis as they are reported by OPRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

**Plan description** The City of Midwest City, as the employer, participates in the Oklahoma Police Pension and Retirement Plan a cost sharing multiple employer defined benefit pension plan administered by the Oklahoma Police Pension and Retirement System (OPRS). Title 11 of the Oklahoma State Statutes, through the Oklahoma legislature, grants the authority to establish and amend the benefit terms to the OPRS. OPRS issues a publicly available financial report that can be obtained at [www.ok.gov/OPRS](http://www.ok.gov/OPRS).

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**Benefits provided** O S provides retirement, disability, and death benefits to members of the plan. The normal retirement date under the plan is the date upon which the participant completes 20 years of credited service, regardless of age. Participants become vested upon completing 10 years of credited service as a contributing participant of the plan. No vesting occurs prior to completing 10 years of credited service. Participants' contributions are refundable, without interest, upon termination prior to normal retirement. Participants who have completed 10 years of credited service may elect a vested benefit in lieu of having their accumulated contributions refunded. If the vested benefit is elected, the participant is entitled to a monthly retirement benefit commencing on the date the participant reaches 50 years of age or the date the participant would have had 20 years of credited service had employment continued uninterrupted, whichever is later.

Monthly retirement benefits are calculated at 2.5% of the final average salary (defined as the average paid base salary of the officer over the highest 30 consecutive months of the last 60 months of credited service) multiplied by the years of credited service, with a maximum of 30 years of credited service considered.

Monthly benefits for participants due to permanent disability incurred in the line of duty are 2.5% of the participant's final average salary multiplied by 20 years. This disability benefit is reduced by stated percentages for partial disability based on the percentage of impairment. After 10 years of credited service, participants who retire due to disability incurred from any cause are eligible for a monthly benefit based on 2.5% of their final average salary multiplied by the years of service. This disability benefit is also reduced by stated percentages for partial disability based on the percentage of impairment. Effective July 1, 2019, once a disability benefit is granted to a participant, that participant is no longer allowed to apply for an increase in the dollar amount of the benefit at a subsequent date.

Survivor's benefits are payable in full to the participant's beneficiary upon the death of a retired participant. The beneficiary of any active participant killed in the line of duty is entitled to a pension benefit.

**Contributions** - The contributions requirements of the plan are at an established rate determined by Oklahoma Statute and are not based on actuarial calculations. Employees are required to contribute 13% of their annual pay. Participating cities are required to contribute 13% of the employees' annual pay. Contributions to the pension plan from the City were \$2,500,000. The State of Oklahoma also made on behalf contributions to O S in the amount of \$557,371 that is reported as both revenue and expenditure in the Police Fund Statement of Revenues, Expenditures, and Changes in Fund Balance. In the government wide Statement of Activities, revenue is recognized for the state's on behalf contributions on an accrual basis of \$3,057,371. These on behalf payments do not meet the criteria of a special funding situation.

The City's contract with the union provides that member contributions will be 13% and employer contributions will be 13%.

**Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions** - At June 30, 2021, the City reported a liability of \$2,300,000 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2020. The City's proportion of the net pension liability was based on the City's contributions received by the pension plan relative to the total contributions received by

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pension plan for all participating employers as of June 30, 2021. Based upon this information, the City's proportion was 2.01% at June 30, 2021, which was an increase of .2% compared to its proportion at June 2020.

For the year ended June 30, 2021, the City recognized pension expense of \$2,103,301. At June 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources

	Deferred Outflows of resources	Deferred inflows of resources
Differences between expected and actual experience	1,115	1,115
Changes of assumptions related to difference between projected and actual earnings on pension plan investments	2,203,111	
Changes in proportion and differences between City contributions and proportionate share of contributions City Contributions during measurement period	2,700	1,500
City contributions subtracted to the measurement date	2,500	
<b>Total</b>	<b>5,018,526</b>	<b>2,615,115</b>

The \$2,500 reported as deferred outflows of resources related to pensions resulting from City contributions subtracted to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2022. Other deferred outflows and deferred inflows of resources related to pensions are being amortized over a closed period equal to the average of the expected service lives of all employees as of the beginning of the measurement period. The net deferred outflows related to the difference between expected and actual investment earnings and is being amortized over a closed 5 year period as of the beginning of each measurement period. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows

Year ended June 30

2022	322,311
2023	703,311
2024	17,000
2025	531,322
2026	(1,721)
	<b>2,257,133</b>

**Actuarial Assumptions**-The total pension liability was determined by an actuarial valuation as of June 30, 2020, using the following actuarial assumptions, applied to all prior periods included in the measurement

Inflation 2.75%

Salary increases 3.5% to 12% average, including inflation



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Investment rate of return 7.5% net of pension plan investment expense

Mortality rates Active employees (pre retirement) 2000 Blue Collar healthy Combined table with age set back 5 years with fully generational improvement using Scale AA.

Active employees (post retirement) and nondisabled pensioners 2000 Blue Collar healthy Combined table with fully generational improvement using scale AA.

Disabled pensioners 2000 Blue Collar healthy Combined table with age set forward 5 years with fully generational improvement using Scale AA.

Cost of living Adjustment Police officers eligible to receive increased benefits according to repealed Section 50-150 of Title 11 of the Oklahoma Statutes pursuant to a court order receive and adjustment of 1/3 to 1/2 of the increase or decrease of any adjustment to the base salary of a regular police officer, based on an increase in base salary of 3.5% (wage inflation).

The actuarial assumptions used in the July 1, 2020, valuation were based on the results of an actuarial experience study for the period July 1, 2012 to June 30, 2017.

The long term expected rate of return on pension plan investments was determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense, and inflation) are developed for each major asset class. These ranges are combined to produce the long term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of June 30, 2020, are summarized in the following table

<u>Asset Class</u>	<u>Target Allocation</u>
Equities	60
Fixed income	25
Real estate and other investments	15
	<u>100</u>

<u>Asset Class</u>	<u>Long Term Expected Real Rate of Return</u>
Fixed income	5.11
Domestic equity	11.0
International equity	11.5
Real estate	11.0
Private equity/debt	11.5
Commodities	0.00

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The current allocation policy is that approximately 60% of assets in equity instruments, including public equity, long short hedge, venture capital, and private equity strategies approximately 25% of assets in fixed income to include investment grade bonds, high yield and non dollar denominated bonds, convertible bonds, and low volatility hedge fund strategies and 15% of assets in real assets to include real estate, commodities, and other strategies.

**Discount Rate**-The discount rate used to measure the total pension liability was 7.5%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate and that contributions from employers will be made at contractually required rates, determined by State statutes. Projected cash flows also assume the State of Oklahoma will continue contributing 1% of the insurance premium, as established by statute. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

**Sensitivity of the Net Pension Liability (Asset) to Changes in the Discount Rate**-The following presents the net pension liability (asset) of the employers calculated using the discount rate of 7.5%, as well as what the plan's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (.5%) or 1 percentage point higher (.5%) than the current rate

	1% Decrease (.5%)	Current Discount Rate (7.5%)	1% Increase (.5%)
Employers' net pension liability (asset)	\$ 5,300,000	\$ 2,300,000	\$ (2,730,000)

**Pension plan fiduciary net position** - Detailed information about the pension plan's fiduciary net position is available in the separately issued financial report of the OCS which can be located at [www.ok.gov/OCS](http://www.ok.gov/OCS).

**Oklahoma Fire Pension and Retirement Systems**

**Pensions** For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Oklahoma Firefighters Pension and Retirement System (FFRS) and additions to/deductions from FFRS's fiduciary net position have been determined on the same basis as they are reported by FFRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

**Plan description** The City of Midwest City, as the employer, participates in the Firefighters Pension and Retirement a cost sharing multiple employer defined benefit pension plan administered by the Oklahoma Firefighters Pension and Retirement System (FFRS). Title 11 of the Oklahoma State Statutes grants the authority to establish and amend the benefit terms to the FFRS. FFRS issues a publicly available financial report that can be obtained at [www.ok.gov/fprs](http://www.ok.gov/fprs).

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**Benefits provided** F S provides defined retirement benefits based on members final average compensation, age, and term of service. In addition, the retirement program provides for benefits upon disability and to survivors upon death of eligible members. The plan's benefits are established and amended by Oklahoma statute. Retirement provisions are as follows

Normal retirement

- **Retired prior to November 1, 2013**  
Normal retirement is attained upon completing 20 years of service. The normal retirement benefit is equal to 50% of the member's final average compensation. Final average compensation is defined as the monthly average of the highest 30 consecutive months of the last 60 months of participating service. For volunteer firefighters, the monthly pension benefit for normal retirement is \$150.00 per month.
- **Retired After November 1, 2013**  
Normal retirement is attained upon completing 22 years of service. The normal retirement benefit is equal to 55% of the member's final average compensation. Final average compensation is defined as the monthly average of the highest 30 consecutive months of the last 60 months of participating service. Also participants must be age 50 to begin receiving benefits. For volunteer firefighters, the monthly pension benefit for normal retirement is \$150.00 per month.

All firefighters are eligible for immediate disability benefits. For paid firefighters, the disability in the line of duty benefit for firefighters with less than 20 years of service is equal to 50% of final average monthly compensation, based on the most recent 30 months of service. For firefighters with over 20 years of service, a disability in the line of duty is calculated based on 2.5% of final average monthly compensation, based on the most recent 30 months, per year of service, with a maximum of 30 years of service. For disabilities not in the line of duty, the benefit is limited to only those with less than 20 years of service and is 50% of final average monthly compensation, based on the most recent 60 month salary as opposed to 30 months. For volunteer firefighters, the not in the line of duty disability is also limited to only those with less than 20 years of service and is \$7.53 per year of service. For volunteer firefighters, the in the line of duty pension is \$150.00 with less than 20 years of service or \$7.53 per year of service, with a maximum of 30 years.

A \$5,000 lump sum death benefit is payable to the qualified spouse or designated recipient upon the participant's death. The \$5,000 death benefit does not apply to members electing the vested benefit.

**Contributions** - The contributions requirements of the plan are at an established rate determined by Oklahoma Statute and are not based on actuarial calculations. Employees are required to contribute 1% percent of their annual pay. Participating cities are required to contribute 1% of the employees annual pay. Contributions to the pension plan from the City were \$1,200,230. The State of Oklahoma also made on behalf contributions to F S in the amount of \$3,071,570 that is reported as both a revenue and an expenditure in the General Fund Statement of revenues, expenditures, and Changes in Fund balance. In the government wide Statement of Activities, revenue is recognized for the state's on behalf contributions on an accrual basis of \$2,570,000. These on behalf payments did not meet the criteria of a special funding situation.

The City's contract with the union provides that member contributions will be 1% and employer contributions will be 1%.

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***Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions*** - At June 30, 2021, the City reported a liability of \$31,050 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2020. The City's proportion of the net pension liability was based on the City's contributions received by the pension plan relative to the total contributions received by pension plan for all participating employers as of June 30, 2020. Based upon this information, the City's proportion was 2.5%, at June 30, 2021, which was an increase of .032% compared to its proportion at June 30, 2020.

For the year ended June 30, 2021, the City recognized pension expense of \$21,000. At June 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$2,523	\$2,110
Changes of assumptions		535,000
Net difference between projected and actual earnings on pension plan investments	10,000	
Changes in proportion and differences between City contributions and proportionate share of contributions	50,520	533,507
City contributions during the measurement period	1,000	130,200
City contributions subsequent to the measurement date	1,200	
Total	\$5,000	\$1,235,100

The \$1,200 reported as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2022. Other deferred outflows of resources related to pensions are being amortized over a closed period equal to the average of the expected service lives of all employees as of the beginning of the measurement period. The net deferred outflows of resources related to the difference between expected and actual investment earnings and is being amortized over a closed 5 year period as of the beginning of each measurement period. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows

Year ended June 30	
2022	710,535
2023	1,200,300
2024	100,000
2025	30,265
	\$3,500,251

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**Actuarial Assumptions**-The total pension liability was determined by an actuarial valuation as of June 30, 2020, using the following actuarial assumptions, applied to all prior periods included in the measurement

Inflation	2.75
Salary increases	2.75 to 10.5 average, including inflation
Investment rate of return	7.5 net of pension plan investment expense

Mortality rates were based on the Sub 2010 Public Safety Table, with adjustments for generational mortality improvement using the 201 scale for healthy lives and no mortality improvement for disabled lives.

The actuarial assumptions used in the July 1, 2020, valuation were based on the results of an actuarial experience study for the period July 1, 2013, to June 30, 2019.

The long term expected rate of return on pension plan investments was determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense, and inflation) are developed for each major asset class. These ranges are combined to produce the long term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of June 30, 2020, are summarized in the following table

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long Term Expected Real Rate of Return</u>
Fixed income	20	.3
Domestic equity	7	7.1
International equity	15	.2
Real estate	10	7.70
Other assets		5.7

**Discount Rate**-The discount rate used to measure the total pension liability was 7.5%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate and that contributions from employers will be made at contractually required rates, determined by State statutes. Projected cash flows also assume the State of Oklahoma will continue contributing 3% of the insurance premium, as established by statute. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

**Sensitivity of the Net Pension Liability to Changes in the Discount Rate**-The following presents the net pension liability of the employers calculated using the discount rate of 7.5%, as well as what the plan's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (.5%) or 1 percentage point higher (.5%) than the current rate

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	1 Decrease (.5 )	Current Discount rate (7.5 )	1 increase (.5 )
employers net pension liability	1,055	31,055	23,701

***Pension plan fiduciary net position*** - Detailed information about the pension plan's fiduciary net position is available in the separately issued financial report of the FRS which can be located at [www.ok.gov/fprs](http://www.ok.gov/fprs).

**OMRF Defined Contribution Plan:**

The City has provided a defined contribution plan and trust known as the City of Midwest City Plan and Trust (the Plan) in the form of the Oklahoma Municipal Retirement System Master Defined Contribution Plan an agent multiple employer defined contribution plan. OMRF operations are supervised by a nine member Council of Trustees elected by the participating municipalities. The Plan is administered by Morgan Chase of Oklahoma City. The defined contribution plan is available to all full time employees on a voluntary basis who are not participating in a state sponsored plan. According to City Ordinance, the employee and employer are required to contribute amounts equal to 0.0% and 1%, respectively, of the employee's salary each month. The employer's contributions for each employee are 50% vested after five years, with 10% vesting for each subsequent year thereafter. If an employee terminates before becoming fully vested, the employer's contributions that are forfeited are allocated to the remaining fund participants based on percentage of contribution. The City Council has the authority to establish and amend provisions of the plan specific to the City, such as naming authorized agents and approving disability and retirement provisions. For the year ended June 30, 2021, the City contributed \$2,307,333 to the plan, while the employee contributions totaled \$13,000.

OMRF issues separate plan financial statements which may be obtained by contacting the Oklahoma Municipal Retirement Fund, 525 Central Park Drive, Suite 320, Oklahoma City, Oklahoma, 73105, by calling (05) 077-0, or at [www.okmrf.org](http://www.okmrf.org).

**10. Postemployment Healthcare Plan**

**Plan Description.** The City offers post employment benefit (OPEB) options medical, dental, and Dental insurance to qualifying retirees and their dependents. Coverage is provided through self insurance that collectively operates as a substantive single employer defined benefit plan. A substantive plan is one in which the plan terms are understood by the employer and the plan members. This understanding is based on communications between the employer and plan member and the historical pattern of practice with regard to the sharing of benefit costs. Qualifying retirees are those employees who are eligible for immediate disability or retirement benefits under the Oklahoma Police Pension and Retirement System, Oklahoma Firefighters Pension and Retirement System, or the City of Midwest City Retirement Plan. Retirees may continue coverage with the City by paying the determined rate. Coverage is available for each of the lifetimes of retirees and their spouses. Authority to establish and amend benefit provisions rest with the City Council. Retirees may continue coverage with the City by paying 50% of the premium rate. Benefits are paid from general operating assets of the City as assessed by the self insurance fund. No assets are accumulated in a trust that meets the criteria in paragraph 10 of GASB Statement 75. The plan does not issue separate financial statements.

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*Benefits provided* The plan covers all current retirees of the City who elected postretirement medical coverage through the City health plan and future retired employees of the City fully self insured health plan. In accordance with administrative policy, the benefit levels are the same as those afforded to active employees this creates an implicit rate subsidy. The benefits offered by the City to retirees include health, X, and dental benefits. The retiree retains coverage with the City, by making an election within 30 days of termination of service and have 10 years of creditable service in with the City and are at least 55 years old at the time of termination.

The amount of benefit payments during fiscal year ended June 30, 2021 were \$ 0,3 5.

*Employees Covered by Benefit Terms*

Active employees	
Inactive not yet receiving benefits	150
Inactive or beneficiaries receiving benefits	<u>10</u>
Total	<u>72</u>

*Total OPEB Liability* The total OPEB liability was determined based on actuarial valuation performed as of June 30, 2021 with a measurement date of June 30, 2020.

*Actuarial Assumptions-* The total OPEB liability in the June 30, 2020 valuation, was determined using the following actuarial assumptions

- Actuarial Cost method Entry Age normal
- Discount rate 2.21 based on the 20 year municipal bond yield ( Moody's index)
- Retirement Age Civilians 55 with 10 years of service, Police and Fire 20 years of service
- Medical Trend rates

<u>Year</u>	<u>Rate</u>
2025	5.00
2030	5.00
2035	5.70
2040	5.33
2045	5.15
2050	5.03
2060	4.70

*Changes in Total OPEB Liability*

	<u>Total OPEB Liability</u>
<b>Balances at Beginning of Year</b>	2,200,223
<b>Changes for the Year:</b>	
Service cost	,237
Interest expense	50,31
Differences between expected and actual experience	,01
Change in assumptions	,1,31
Benefits paid	( 0,3 5)
<b>Net Changes</b>	<u>1,5,11</u>
<b>Balances End of Year</b>	<u>3,3 5,3 2</u>

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*OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB* For the year ended June 30, 2021, the City recognized OPEB expense of \$2,202,000. At June 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources

	Deferred Outflows of resources	Deferred inflows of resources
Differences between expected and actual experience	7,000	7,000
Changes of assumptions	3,535,000	712,252,000
Change in proportion and contributions during the measurement period	1,710,520,000	1,710,520,000
City Contributions (benefit payments) subsequent to the measurement date	1,730,000	
Total	10,103,000	2,100,000

The \$1,730,000 subsequent to the measurement date will be recognized as a reduction of the OPEB liability in the year ended June 30, 2022. Any other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in pension expense as follows

<b>Year Ended June 30:</b>	
2022	1,230,000
2023	1,330,210,000
2024	1,500,000
2025	1,510,510,000
2026	1,000,720,000
	5,200,000

*Sensitivity of the City's total OPEB liability to changes in the discount rate-* The following presents the City's total net OPEB liability, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (1.21 percent) or 1 percentage point higher (3.21 percent) than the current discount rate

	1% Decrease (1.21%)	Current Discount rate (2.21%)	1% Increase (3.21%)
Employers total OPEB liability	0,255,550,000	3,353,200,000	2,521,000,000

*Sensitivity of the City's total OPEB liability to changes in the healthcare cost trend rates* The following presents the City's total OPEB liability, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1 percentage point lower (.7 percent decreasing to 3.7 percent) or 1 percentage point higher (.7 percent decreasing to 5.7 percent) than the current healthcare cost trend rates

	1% Decrease (.7% decreasing to 3.7%)	Current Discount rate (5.7% decreasing to .7%)	1% Increase (.7% decreasing to 5.7%)
Employers total OPEB liability	30,207,000	3,353,200,000	3,200,000,000



**11. Commitments and Contingencies**

**Litigation**

The City is a party to various legal proceedings which normally occur in the course of governmental operations. The financial statements includes an accruals for loss contingencies that may result from these proceedings, see subsequent event note. State statutes provide for the levy of an ad valorem tax over a three year period by a City Sinking Fund for the payment of any court assessed judgment rendered against the City. While the outcome of the above noted proceedings cannot be predicted, due to the insurance coverage maintained by the City and the State statute relating to judgments, the City feels that any settlement or judgment not covered by insurance would not have a material adverse effect on the financial condition of the City.

**Grant Programs**

The City of Midwest City participates in various federal or state grant/loan programs from year to year. The grant/loan programs are often subject to additional audits by agents of the granting or loaning agency, the purpose of which is to ensure compliance with the specific conditions of the grant or loan. The City has not been notified of any noncompliance with federal or state award requirements. Any liability for reimbursement which may arise as a result of these audits cannot be reasonably determined at this time, although it is believed the amount, if any, would not be material.

**Asset Retirement Obligation**

The City has incurred certain asset retirement obligations related to the operation of its sewer utility system. The estimated liability of the legally required closure costs for the sewer utility system cannot be reasonably estimated as of June 30, 2021, since the specific legally required costs of retirement have not yet been identified. The City anticipates identifying those specific legally required costs and obtaining an estimate of those costs in a subsequent fiscal year.

**Construction Commitments**

The city had the following outstanding construction commitments at June 30.

Hotel property improvement	5,710,221
Multi athletic facility	, , 1
Street repair	2,017,111
Reed baseball complex	1,312,237
Animal shelter	372,777
Town center park	5,111,111
City golf renovation	2,712,211
Post office station renovation	3,030,305
	2,023,333
	2,023,333

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**General Obligation Bonds**

In May 2021 the citizens approved the issuance of \$5,055,000 of General Obligation bonds. Subsequent to year end, the city will issue \$5,700,000 for the purpose of acquiring, construction, reconstruction, improving, remodeling, and repairing public safety buildings and facilities, including extending utilities and improving access thereto and purchasing and installing public safety equipment.

**12. Subsequent Events**

In October 2021, a judgment was rendered against the city related to an inverse condemnation claim that was filed in a previous fiscal year. The jury awarded the plaintiffs a total of \$2,202,002 plus attorney's fees and court cost. The city estimates the final settlement at \$12,000,000. This amount has been recorded as current liability in the governmental activities, government wide financial statements.

**REQUIRED SUPPLEMENTARY INFORMATION**

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**Budgetary Comparison Schedules – Year Ended June 30, 2021**

	GENERAL FUND			
	Budgeted Amounts		Actual Amounts (Budget Basis)	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>Beginning Budgetary Fund Balance:</b>	7,15	(1,37,75)	7,33,31	,711,03
<b>Resources (Inflows):</b>				
Taxes	21,77,1	25,52,3	27,12,02	1,32,30
Charges for services	,1	,1	35,31	(13,07)
Fines and forfeitures	5,75	5,7	1,37,523	1,7
Licenses and permits	53,710	53,715	52,3	(10,077)
Investment income	2,10	2,10	5,3	1,053
Intergovernmental	,7	,7	53,75	7,
Miscellaneous	21,05	21,05	3,07	1,721
<b>Total Resources (Inflows)</b>	<u>2,3,1</u>	<u>2,53,0</u>	<u>30,50,2</u>	<u>1,7,35</u>
<b>Amounts available for appropriation</b>	<u>25,351,77</u>	<u>27,13,</u>	<u>37,25,2</u>	<u>10,7,</u>
<b>Charges to Appropriations (Outflows):</b>				
City Clerk	103,27	105,05	101,1	3,10
Human Resources	37,210	,11	13,250	3,1
City Attorney	51,3	53,23	51,	1,30
Community Development	1,0,1	2,031,315	1,52,073	17,22
Market	30,005	323,7	315,1	,5
Finance	2,772	7,10	21,072	,032
Streets	2,	2,753,73	2,22,	525,277
Animal Welfare	35,01	33,75	31,077	12,1
Municipal Court	7,2	50,777	,275	1,502
Neighborhood Services	1,11,01	1,210,225	1,055,37	11,
Information Technology	5,7	,1	55,0	137,7
Emergency Response	1,05,2	1,125,0	1,122,710	2,37
Swimming Pool	2,222	31,203	303,77	1,25
Communications	27,220	25,51	215,3	70,
Senior Center	1,2,11	1,177	102,31	1,1
<b>Total Charges to Appropriations</b>	<u>10,10,35</u>	<u>11,05,007</u>	<u>,511</u>	<u>1,20,</u>
<b>Other financing sources (uses)</b>				
Transfers from other funds	,1,03	11,771,31	11,771,1	(7,3)
Transfers to other funds	(23,77,773)	(2,300,01)	(2,21,70)	1,11
<b>Total other financing sources (uses)</b>	<u>(13,51,170)</u>	<u>(17,52,70)</u>	<u>(17,510,02)</u>	<u>1,0</u>
<b>Ending Budgetary Fund Balance</b>	<u>7,71</u>	<u>(1,2,013)</u>	<u>10,2,</u>	<u>11,0,2</u>

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<b>POLICE FUND</b>				
	<b>Budgeted Amounts</b>		<b>Actual Amounts (Budget Basis)</b>	<b>Variance with Final Budget Positive (Negative)</b>
	<b>Original</b>	<b>Final</b>		
<b>Beginning Budgetary Fund Balance:</b>	1,305	1,101	5,512,152	5,030,051
<b>Resources (Inflows):</b>				
Taxes	5,335,	,50,371	,733,000	3,300
Intergovernmental	11,120	11,120	5,02	(,00)
Charges for services	210,15	210,10	201,73	(,37)
Licenses and permits	2,57	2,57	2,300	(27)
Investment income	5,1	5,1	,37	(1,07)
Fines and forfeitures	0,7	0,7	71,531	10,
Miscellaneous	2,57	1,	5,50	35,2
<b>Total Resources (Inflows)</b>	<u>5,731</u>	<u>,12,27</u>	<u>7,173,005</u>	<u>3,007</u>
<b>Amounts available for appropriation</b>	<u>7,070</u>	<u>7,232,02</u>	<u>12,515,7</u>	<u>5,53,12</u>
<b>Charges to Appropriations (Outflows):</b>				
Public Safety	1,00,	15,50,217	1,571,	1,27,21
<b>Total Charges to Appropriations</b>	<u>1,00,</u>	<u>15,50,217</u>	<u>1,571,</u>	<u>1,27,21</u>
<b>Other financing sources (uses)</b>				
Transfers from other funds	,73	10,520	10,	(53)
Transfers to other funds	(337,00)	(1,552,772)	(1,552,772)	
<b>Total other financing sources (uses)</b>	<u>,55,77</u>	<u>,312,37</u>	<u>,311,</u>	<u>(53)</u>
<b>Ending Budgetary Fund Balance</b>	<u>1,003,0</u>	<u>,2</u>	<u>7,25,052</u>	<u>,730,0</u>

<b>FIRE FUND</b>				
	<b>Budgeted Amounts</b>		<b>Actual Amounts (Budget Basis)</b>	<b>Variance with Final Budget Positive (Negative)</b>
	<b>Original</b>	<b>Final</b>		
<b>Beginning Budgetary Fund Balance:</b>	(5,331,00)	215,500	,710,1	,5,11
<b>Resources (Inflows):</b>				
Taxes	,203,720	5,02,151	5,352,57	270,23
Charges for services	17,00	17,00	10,010	(7,30)
Investment income	7,00	7,00	33,5	(1,27)
Licenses and permits	,03	,03	1,2	5,25
Miscellaneous	13,3	13,3	,030	(,30)
<b>Total Resources (Inflows)</b>	<u>,21,02</u>	<u>5,1,33</u>	<u>5,1,</u>	<u>2,31</u>
<b>Amounts available for appropriation</b>	<u>(1,020,7)</u>	<u>5,35,333</u>	<u>10,130,07</u>	<u>,7,75</u>
<b>Charges to Appropriations (Outflows):</b>				
Public Safety	11,70,57	12,77,70	11,722,1	5,2
<b>Total Charges to Appropriations</b>	<u>11,70,57</u>	<u>12,77,70</u>	<u>11,722,1</u>	<u>5,2</u>
<b>Other financing sources (uses)</b>				
Transfers from other funds	7,11,523	,725,1	,71,1	(11,210)
Transfers to other funds	(2,725)	(15,00)	(,05,52)	,52
<b>Total other financing sources (uses)</b>	<u>,15,7</u>	<u>,110,17</u>	<u>,10,52</u>	<u>(1,00)</u>
<b>Ending Budgetary Fund Balance</b>	<u>(5,330,00)</u>	<u>1,017,00</u>	<u>,,3</u>	<u>5,2,50</u>

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**Footnotes to Budgetary Comparison Schedule:**

1. The budgetary comparison schedules and budgetary fund balance amounts are reported on the modified cash basis of accounting. In addition, obligations that are required to be funded from ending budgetary fund balances are subtracted from total ending budgetary fund balances to arrive at the unreserved budgetary fund balance. This presentation of unreserved fund balances on a budgetary basis is used to demonstrate compliance with Article 10, § 2 of the Oklahoma State Constitution.
2. The legal level of appropriation control is the department level within a fund. Transfers of appropriation between departments and object categories require the approval of the City Manager. All supplemental appropriations require the approval of the City Council. Supplemental appropriations must be filed with the Office of the State Auditor and Inspector.
3. The Hospital Authority does not present a budget to actual comparison because it is a Title 0 Public Trust. Title 0 Trusts are only required to prepare a budget and submit to the beneficiary, but there are no requirements related to form, content or monitoring, and it is not considered a legal annual budget.
4. The budgetary basis differs from the modified accrual (GAAP) basis as shown in the schedules below

GENERAL FUND	<u>Fund Balance</u>	<u>Net Change in</u>	<u>Fund Balance</u>
	<u>June 30, 2020</u>	<u>Fund Balance</u>	<u>June 30, 2021</u>
<b>Budget to GAAP Reconciliation:</b>			
<b>Fund Balance - GAAP Basis</b>	,713, 32	(2,310, 5)	, 02, 7
Increases (Decreases)			
Revenues			
receivable	(5, 32, 1 )	323, 57	(5, 0 ,757)
Change in fair value of investments	(5,0 )	, 7	1, 11
Other miscellaneous	1,023, 7	2 7,1	1,310, 2
Expenditures			
payables	, 3 ,001	1,1 ,	, 30, 7
encumbrances	(101,2 5)	(2 ,71 )	(12 ,013)
Impact of combining accounts			
reimbursed projects Account	(1,2 0,025)	20 ,1 3	(1,051, 2)
Employee Activity Account	(20,2 7)	( , 3 0)	(2 , 7)
Activity Account	(3 , 3 )	( , 0 )	(353,7 7)
Animals Best Friend Account	( 7, )	20, 1	( 7,2 5)
2 th and Douglas Account	(2 )	(3)	(2 1)
Grants Account	(22 , 7 )	,132,02	5, 07,051
Disaster Relief Account	(1,053, 13)	(2, ,0 )	(3,737, 57)
<b>Fund Balance - Budgetary Basis</b>	<u>7,33 ,31</u>	<u>3,1 ,131</u>	<u>10, 2,</u>

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<b>POLICE FUND</b>	<b>Fund Balance June 30, 2020</b>	<b>Net Change in Fund Balance</b>	<b>Fund Balance June 30, 2021</b>
<b>Budget to GAAP Reconciliation:</b>			
<b>Fund Balance - GAAP Basis</b>	10, 2 ,107	3, 0 ,3	1 ,033,50
Increases (Decreases)			
Revenues			
receivable	( , 15, 32)	272,0 0	( ,3 3, 2)
Change in fair value of investments	( ,5 3)	5, 1	1,23
Other misc items	(1,05 , 7)	(2,10 ,037)	(3,1 2,50 )
Expenditures			
payables	7 5,027	131, 7	,70
<b>Fund Balance - Budgetary Basis</b>	<u>5,512,152</u>	<u>1, 12, 00</u>	<u>7, 25,052</u>
<b>FIRE FUND</b>	<b>Fund Balance June 30, 2020</b>	<b>Net Change in Fund Balance</b>	<b>Fund Balance June 30, 2021</b>
<b>Budget to GAAP Reconciliation:</b>			
<b>Fund Balance - GAAP Basis</b>	7,7 7,1	2,51 ,3	10,2 3,553
Increases (Decreases)			
Revenues			
receivable	(3,5 1, 27)	(537,3 7)	( ,12 ,27 )
Change in fair value of investments	(3,101)	( 12)	(3, 13)
Other misc items	( , 5)	( ,7 7)	(5 , 2)
Expenditures			
payables	1,03 ,173	(1 3, 1)	, 2
<b>Fund Balance - Budgetary Basis</b>	<u>,710, 1</u>	<u>1,735,752</u>	<u>, ,3</u>

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**Required Supplementary Information – Pensions**

**Schedules of Required Supplementary Information**

**SCHEDULE OF THE CITY OF MIDWEST CITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY (ASSET)  
OKLAHOMA POLICE PENSION & RETIREMENT SYSTEM  
Last 10 Fiscal Years\***

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Measurement date	June 30, 2015	June 30, 2016	June 30, 2017	June 30, 2018	June 30, 2019	June 30, 2020	June 30, 2021
City's proportion of the net pension liability (asset)	2.22	2.32	2.27	2.02	2.03	2.0530	2.015
City's proportionate share of the net pension liability (asset)	(772,001)	75	3,0072	155,1	(73,201)	(131,03)	23,0,5
City's covered payroll	1,171,257	571,0	720,57	07,23	230,52	3,330	71,23
City's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	12.51	1.1	51.3	2.5	15.2	1.1	3.2
Plan fiduciary net position as a percentage of the total pension liability	101.53	.2	3.50	.1	101.1	100.2	5.0

**Notes to Schedule:**

Only seven fiscal years are presented because 10 year data is not yet available.

**SCHEDULE OF CITY CONTRIBUTIONS  
OKLAHOMA POLICE PENSION & RETIREMENT SYSTEM  
Last 10 Fiscal Years**

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Statutorily required contribution	5,30	73,711	7,15	13,21	,33	,33	,33
Contributions in relation to the statutorily required contribution	1,021,70	73,705	7,17	13,21	.00	0,	1,700
Contribution deficiency (excess)	(1,7,71)	-	(2)	-	(173)	(37,35)	(5,7)
City's covered payroll	571,0	720,57	07,23	230,52	3,330	71,23	7,03,1
Contributions as a percentage of covered payroll	15.55	13.00	13.00	13.0	13.00	13.00	13.00

The amounts presented for each fiscal year were determined as of 6/30

**Notes to Schedule:**

Only seven fiscal years are presented because 10 year data is not yet available.

The City's contract with the union provides that member contributions will be 3% and employer contributions will be 1% for years 2015-2021.

There were no changes in the trends that affected the amounts reported in the schedules.



**CITY OF MIDWEST CITY, OKLAHOMA**  
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**Schedules of Required Supplementary Information**

**SCHEDULE OF THE CITY OF MIDWEST CITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY**

**OKLAHOMA FIREFIGHTERS PENSION & RETIREMENT SYSTEM**

**Last 10 Fiscal Years\***

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Measurement date	June 30, 2015	June 30, 2015	June 30, 2016	June 30, 2017	June 30, 2018	June 30, 2019	June 30, 2020
City's proportion of the net pension liability	2.32	2.13	2.27	2.55	2.50	2.53	2.5
City's proportionate share of the net pension liability	2,581	27,733,50	32,085	32,121,17	2,207,71	2,772,22	31,085
City's covered payroll	111,732,25	7,151,0	142,22	7,255,23	7,580	7,382	1,235,2
City's proportionate share of the net pension liability as a percentage of its covered payroll	3.5	3	3	3	37	32	3
Plan fiduciary net position as a percentage of the total pension liability	12	27	7	1	70.73	72.5	

**Notes to Schedule:**

Only seven fiscal years are presented because 10 year data is not yet available.

**SCHEDULE OF CITY CONTRIBUTIONS**

**OKLAHOMA FIREFIGHTERS PENSION & RETIREMENT SYSTEM**

**Last 10 Fiscal Years**

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Measurement date	June 30, 2015	June 30, 2015	June 30, 2016	June 30, 2017	June 30, 2018	June 30, 2019	June 30, 2020
Statutorily required contribution	1,001,27	1,220	1,013,333	1,102	1,087	1,152	1,211,5
Contributions in relation to the statutorily required contribution	102	270	1,013,37	1,102	1,087	1,007,730	1,211,71
Contribution deficiency (excess)	(3,157)	(50)	(5)		(151)	15,25	(2)
City's covered payroll	7,151,0	142,22	7,255,23	7,580	7,382	1,235,2	1,585
Contributions as a percentage of covered payroll	1.4	1.00	1.00	15.1	1.00	12.2	1.00

The amounts presented for each fiscal year were determined as of 7/30

**Notes to Schedule:**

Only seven fiscal years are presented because 10 year data is not yet available.

The City's contract with the union provides that member contributions will be 5% and employer contributions will be 1% for years 2015-2019.

There were no changes in the trends that affected the amounts reported in the schedules.

**CITY OF MIDWEST CITY, OKLAHOMA**  
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**Required Supplementary Information – Other Post Employment Benefit (OPEB)**

**Schedule of Changes in Total OPEB Liability and Related Ratios**  
ostemployment ealth nsurance mplicit ate Subsidy lan

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Total OPEB liability				
Service cost	, 25	2 ,222	1,255	,237
Interest	71, 55	3 0,053	1 ,357	50, 31
Differences between expected and actual experience		(1 5,135)	373, 21	,01
Changes in assumptions	(2,572,5 1)	( 75, 35)	2,032, 00	, 1 ,31
Experience Gain/(Loss)	( 2,7 2)	( , 0)	( 1,3 )	( 0,3 5)
<b>Net increase (decrease) in total OPEB liability</b>	<b>(1, 1 ,5 3)</b>	<b>(171,355)</b>	<b>3,305, 7</b>	<b>,1 5,11</b>
<b>Balances at Beginning of Year</b>	<b>2 , 0, 7</b>	<b>23,0 ,131</b>	<b>22, ,77</b>	<b>2 ,200,223</b>
<b>Balances End of Year</b>	<b>23,0 ,131</b>	<b>22, ,77</b>	<b>2 ,200,223</b>	<b>3 ,3 5,3 2</b>
Covered payroll	27, 50,000	2 , 0,000	2 ,5 0,000	30,1 0,000
Total OPEB liability as a percentage of covered payroll	2.53	0. 5	1.7	113. 5

**Notes to Schedule:**

Only the four fiscal years are presented because 10 year data is not yet available

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**OTHER SUPPLEMENTARY INFORMATION**

**CITY OF MIDWEST CITY, OKLAHOMA  
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**Combining Balance Sheet – General Fund Accounts – June 30, 2021**

	General Fund Accounts								Totals
	General Fund	Reimbursed Projects Account	Employee Activity Account	Activity Account	Animals Best Friend Account	29th and Douglas Account	Grant Account	Disaster Relief Account	
<b>ASSETS</b>									
Cash and cash equivalents	7,000	5,000	2,737	35,117	52	21	12	20,000	10,533
Investments	1,700	15,000						5,133	2,172
Accounts receivable	1,211	10,100			2,052		2,200	1,252,177	2,507
Accrued interest receivable								1,100	25
Other receivable	1,511			10					1,701
Due from other governments	3,177						5,100	3	8,100
Due from other funds							1,222		1,222
Due from other funds interaccount	215,071							1,500	3,000
repaid items	22								22
inventory							0,000		0,000
Advance from other funds	2,112								2,112
Total assets	1,051	1,055,221	2,737	35,357	0,511	21	111	2,020	33,037,200
<b>LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES</b>									
<b>LIABILITIES</b>									
Accounts payable and accrued liabilities	13,000	3,333	0		22		2,732	12,700	15,102
ages payable	0,522			1			23,500	10,100	52,000
Due to other governments	1,700								1,700
earned revenue								2,120	2,120
refundable deposits	102,700								102,700
Due to other funds	7,55,210						22,000		7,57,300
Due to other funds interaccount							3,000		3,000
Total liabilities	303,377	3,333	0	5,110	22		70,300	51,300	1,058,150
<b>DEFERRED INFLOWS OF RESOURCES</b>									
available revenue	1,527,500				23,000		17,200	1,213,100	3,000
<b>FUND BALANCES</b>									
assignable	2,000						3,173		331,500
restricted	10,200	151,000		3,300	3,000			3,737,500	5,131,000
Assigned	12,013	55,731	2,700	310	2,200	21			2,027,000
unassigned	25,000						(5,022)		(1,300,000)
Total fund balances	5,07,177	1,051,200	2,700	353,700	7,200	21	(5,07,051)	3,737,500	102,700
Total liabilities, deferred inflows and fund balances	1,051	1,055,221	2,737	35,357	0,511	21	33,112	2,020	33,037,200

**CITY OF MIDWEST CITY, OKLAHOMA  
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**Combining Schedule of Revenues, Expenditures and Changes in Fund Balance – General Fund  
Accounts – Year Ended June 30, 2021**

	General Fund Accounts								Totals
	General Fund	Reimbursed Projects Account	Employee Activity Account	Activity Account	Animals Best Friend Account	29th and Douglas Account	Grant Account	Disaster Relief Account	
<b>REVENUES</b>									
Taxes	27,121,075								27,121,075
Intergovernmental	5 , 2								2 , 0 0
Charges for services	3 ,	,3		3 , 52			5,7 3,0	,17	35, 12
Investment income	3 , 72	5,577	112	1,		2		20,555	, 50
Fines forfeitures	1, 00,00				23,133	3			1, 23,13
Licenses permits	52 , 3	2,300							530, 3
Miscellaneous	3 0,7	30, 2	1,0 5	7,537	2 , 0		2 , 53	101,71	573,
<b>Total revenues</b>	<b>30, 2 ,</b>	<b>13 ,1</b>	<b>1,177</b>	<b>,1</b>	<b>2 , 3</b>	<b>3</b>	<b>5,771, 2</b>	<b>1 ,</b>	<b>3 , 3 , 53</b>
<b>EXPENDITURES</b>									
<b>Current</b>									
General government	3,0 2,203	13, 7	5,7 7			2,723		,0 7,115	11,151,735
Public Safety	1,12 , 21						212,70		1,3 1,130
Streets	2,22 , 35								2,22 , 35
Culture and recreation	731, 1			7 , 2 0					11,0
Health welfare	3 1,03				17,130				3 , 1
Economic development	2, 35,	37,313					00,121		3, 73,3 2
Capital outlay		2 5,122			30,000		323,1		,270
Debt service									
Interest and fiscal charges									
<b>Total expenditures</b>	<b>10, 3,7 2</b>	<b>3 ,332</b>	<b>5,7 7</b>	<b>7 ,2 0</b>	<b>7,130</b>	<b>2,723</b>	<b>1, 35, 7</b>	<b>,0 7,115</b>	<b>20, ,137</b>
Revenues over (under) expenditures	1 , 5,0	(20 ,1 3)	( , 20)	, 0	(20, 1)	(2,720)	,335,	(7, 00, )	1 , 1 , 1
<b>OTHER FINANCING SOURCES (USES)</b>									
Transfers in	11,770,750						2, 37		11, 13, 7
Transfers out	(30,200,7 )						(112, )		(30,313, )
Transfers in interaccount			,000			2,723	1 , 7	10,5 ,710	10,7 3,202
Transfers out interaccount	(1 , 2)						(10,5 ,710)		(10,7 3,202)
<b>Total other financing sources (uses)</b>	<b>(1 , 2 , 5 1)</b>		<b>,000</b>			<b>2,723</b>	<b>(10, 7, 3)</b>	<b>10,5 ,710</b>	<b>(1 , , 01)</b>
Net change in fund balances	1,35 ,5 3	(20 ,1 3)	,3 0	, 0	(20, 1)	3	( ,132,02 )	2 , 0	(2,310, 5)
Fund balances beginning of year, restated	3,717, 3	1,2 0,025	20,2 7	3 , 3	7,	2	22 , 7	1,053, 13	,713, 32
Fund balances end of year	<b>5,07 ,17</b>	<b>1,051, 2</b>	<b>2 , 7</b>	<b>353,7 7</b>	<b>7,2 5</b>	<b>2 1</b>	<b>(5, 07,051)</b>	<b>3,737, 57</b>	<b>, 02, 7</b>

**CITY OF MIDWEST CITY, OKLAHOMA**  
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**Combining Balance Sheet – Nonmajor Governmental Funds – June 30, 2021**

	Special Revenue Funds										
	Juvenile Fund	Park & Recreation Fund	Emergency Operations Fund	Technology Fund	Welcome Center Fund	Police Impound Fund	Street & Alley Fund	Police Special Projects Fund	Police Lab Fee Fund	Convention/Visitors Bureau Fund	Sooner Rose TIF
<b>ASSETS</b>											
Cash and cash equivalents	3,113	535,572	3,705	2,000	2,510	11,337	1,320,725	223,572	25,123	27,171	,227
Investments		115,000					1,000				
Accrued interest receivable											
Deposits held by others											
Other receivable	3,170		55	3,220				,000			313,570
Due from other governments		77,100	5,150		21,370		51,700			3,230	
Due from other funds	7,000	71,700	3,022		72,325					501	
Inventory											
Total assets	<u>75,122</u>	<u>700,500</u>	<u>7,152</u>	<u>7,713</u>	<u>35,020</u>	<u>11,337</u>	<u>1,376,530</u>	<u>223,572</u>	<u>3,113</u>	<u>31,550</u>	<u>01,770</u>
<b>LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES</b>											
<b>LIABILITIES</b>											
Liabilities											
Accounts payable and accrued liabilities		22,550	3,250	700	(300)		3,300	1,130		1,510	
Accounts payable	3,703	3,520	22,000	2,010	1,570					7,200	
Unearned revenue											
Due to other funds											
Total liabilities	<u>3,703</u>	<u>2,370</u>	<u>25,711</u>	<u>2,200</u>	<u>1,500</u>		<u>3,300</u>	<u>1,130</u>		<u>,720</u>	
Deferred inflows											
Unavailable revenue	31,377	150		32,732					7,130		
Fund balances											
Unexpended restricted	0,020	773,710	1,100	57,053	357,330	11,337	1,311,700	222,200	2,370	307,000	01,770
Assigned											
Unassigned (deficit)											
Total fund balances	<u>0,020</u>	<u>773,710</u>	<u>1,100</u>	<u>57,053</u>	<u>357,330</u>	<u>11,337</u>	<u>1,311,700</u>	<u>222,200</u>	<u>2,370</u>	<u>307,000</u>	<u>01,770</u>
Total liabilities, deferred inflows, and fund balances	<u>75,122</u>	<u>700,500</u>	<u>7,152</u>	<u>7,713</u>	<u>35,020</u>	<u>11,337</u>	<u>1,376,530</u>	<u>223,572</u>	<u>3,113</u>	<u>31,550</u>	<u>01,770</u>

(continued)

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**Combining Balance Sheet – Nonmajor Governmental Funds – June 30, 2021**

	Special Revenue Funds				Capital Project Funds				Debt Service Fund		Totals		
	Urban Renewal Authority	Economic Development Authority	General Government Sales Tax Fund	Street Light Fee	Redowntown Development Authority	2002 Street Project Fund	Dedicated Tax 2012 Fund	2018 GO Bond Proprietary	Sales Tax Capital Improvement Fund	Capital Improvement Fund		Capital Outlay Reserve Fund	G.O. Debt Service Fund
<b>ASSETS</b>													
Cash and cash equivalents	21,777	55,300	3,705	1,012	0,103,277	31,177	1,525,531	5,325,213	2,010	0,5131,127	1,123,523,517,007	30,502,325	
Investments		72,013	31,252	315,511,131			3,130	1,32,027		3,771,1500		17,007	
Accrued interest receivable			2,77				1,22	7,1				1,50	
Deposits held by others					500	300							5,300
Other receivable	0,0	13,2		1,1						500			1,171
Due from other governments			353,3						3,3	31,3		3,731	52,537
Due from other funds			105,011							12,2			2,3
Inventory													
<b>Total assets</b>	<b>2,705</b>	<b>123,25</b>	<b>5,002,5</b>	<b>1,075,2</b>	<b>5,1</b>	<b>31,717</b>	<b>1,35,15</b>	<b>7,270,15</b>	<b>3,3</b>	<b>25,1</b>	<b>7,13</b>	<b>10,073</b>	<b>22,727,1</b>
<b>LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES</b>													
<b>Liabilities</b>													
Accounts payable and accrued liabilities	1,25	21,755	3,7	5,2	5,05		1,77	1,07,21				1,57	1,127,7
Notes payable			3,3	5,2									
Unearned revenue													
Due to other funds									3,3				3,3
<b>Total liabilities</b>	<b>1,25</b>	<b>21,755</b>	<b>7,535</b>	<b>0,21</b>	<b>5,05</b>		<b>1,77</b>	<b>1,07,21</b>	<b>3,3</b>			<b>1,57</b>	<b>25,025,7</b>
<b>Deferred inflows</b>													
Unavailable revenue		1,50										3,33,32	.01
<b>Fund balances</b>													
Unexpended					500	300				500			5,300
Restricted	3,0	0,0	2,30	1,73,310	57,	31,71	1,33,	5,57,7	2,57,	7,13	2,7,5		35,0
Assigned	57,0					1,5							5,152
Unassigned (deficit)													
<b>Total fund balances</b>	<b>1,10</b>	<b>0,0</b>	<b>2,30</b>	<b>1,73,310</b>	<b>57,</b>	<b>31,717</b>	<b>1,33,</b>	<b>5,57,7</b>	<b>2,5,1</b>	<b>7,13</b>	<b>2,7,5</b>		<b>35,712,520</b>
<b>Total liabilities, deferred inflows, and fund balances</b>	<b>2,705</b>	<b>123,25</b>	<b>5,002,5</b>	<b>1,075,2</b>	<b>5,1</b>	<b>31,717</b>	<b>1,35,15</b>	<b>7,270,15</b>	<b>3,3</b>	<b>25,1</b>	<b>7,13</b>	<b>10,073</b>	<b>22,727,1</b>

**CITY OF MIDWEST CITY, OKLAHOMA**  
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**Combining Statement of Revenues, Expenditures and Changes in Fund Balance - Nonmajor Governmental Funds – Year Ended June 30, 2021**

	Special Revenue Funds										
	Juvenile Fund	Park & Recreation Fund	Emergency Operations Fund	Technology Fund	Welcome Center Fund	Police Impound Fund	Street & Alley Fund	Police Special Projects Fund	Police Lab Fee Fund	Convention/Visitors Bureau Fund	Sooner Rose TIF
<b>REVENUES</b>											
Taxes		5,572	553,303		15,501					2,775	772,311
Intergovernmental							521,233				
Charges for services		25		352,333		5,007					
Investment income	15	5,00	21	1,01	22		2,10		127	1,12	2,573
Fines/forfeitures	3,111			.00				20,0	.521		
Licenses/permits		2,75		2,200							
Miscellaneous		.27			.57		.1	.231	2	703	
<b>Total revenues</b>	<b>3,2</b>	<b>0,3</b>	<b>557,5</b>	<b>3,2</b>	<b>17,00</b>	<b>.07</b>	<b>527,7</b>	<b>27,2</b>	<b>.7</b>	<b>2,5</b>	<b>77,</b>
<b>EXPENDITURES</b>											
<b>Current</b>											
General government				15,10							
Public safety	7,20		7,27			30,2		13,10	7,23		
Streets							2,2				
Culture and recreation		2,530			22,72						
Health and welfare											
Economic development										1,730	
Capital outlay		.00	0,0			1,55	5,205	.3			
Debt service											
Principal retirement											05,000
Interest and fiscal charges											25,133
<b>Total expenditures</b>	<b>7,20</b>	<b>275,53</b>	<b>515,53</b>	<b>15,10</b>	<b>22,72</b>	<b>32,7</b>	<b>0,503</b>	<b>1,5</b>	<b>7,23</b>	<b>1,730</b>	<b>1,30,133</b>
Revenues over (under) expenditures	(3,551)	333,05	2,02	232,02	1,5	13,313	(7,5)	7,723	2,11	102,2	(55,22)
<b>OTHER FINANCING SOURCES (USES)</b>											
Debt proceeds											
Premium on debt issued											
Transfers in	50,000		25,000				3,20				
Transfers out		(2,335)			(150,000)	(3,75)					
<b>Total other financing sources (uses)</b>	<b>50,000</b>	<b>(2,335)</b>	<b>25,000</b>		<b>(150,000)</b>	<b>(3,75)</b>	<b>3,20</b>				
Net change in fund balances	11,	,70	7,02	232,02	(5,32)	.55	(3,3)	7,723	2,11	102,2	(55,22)
Fund balances - beginning of year, restated	2,53	70,501	1,13	22,251	3,2770	10,77	1,70,0	21,71	23,5	205,05	1,57,02
Fund balances - end of year	<b>0,02</b>	<b>773,71</b>	<b>1,1</b>	<b>57,053</b>	<b>357,33</b>	<b>11,337</b>	<b>1,31,170</b>	<b>222,2</b>	<b>2,370</b>	<b>307,</b>	<b>01,77</b>

(continued)



**CITY OF MIDWEST CITY, OKLAHOMA**  
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**Combining Statement of Revenues, Expenditures and Changes in Fund Balance - Nonmajor Governmental Funds – Year Ended June 30, 2021**

	Special Revenue Funds					Capital Project Funds					Debt Service Fund		Totals
	Urban Renewal Authority	Economic Development Authority	General Government Sales Tax Fund	Street Light Fee	Redowntown Development Authority	2002 Street Project Fund	Dedicated Tax 2012 Fund	2018 GO Bond Proprietary	Sales Tax Capital Improvement Fund	Capital Improvement Fund	Capital Outlay Reserve Fund	G.O. Debt Service Fund	
<b>REVENUES</b>													
Taxes			2,701				51,075		5,201	2,007		3,020	15,325
Intergovernmental													521,203
Charges for services		27,105		5,207									52,510
Investment income	325		55	1,732	(2,102)	1,505	2,500	7,000	2,700	332	13	73	10,332
Fines forfeitures													7,072
Licenses permits										5,110			1,570
Miscellaneous	5,000		15,170										102,153
<b>Total revenues</b>	<b>233</b>	<b>27,105</b>	<b>2,770,310</b>	<b>5,001</b>	<b>(2,102)</b>	<b>1,505</b>	<b>51,075</b>	<b>7,000</b>	<b>5,500</b>	<b>30,707</b>	<b>13</b>	<b>3,503,370</b>	<b>22,013,210</b>
<b>EXPENDITURES</b>													
<b>Current</b>													
General government			1,500									13,000	1,770
Public safety													10,000
Streets				733,000			32,000						2,370
Culture and recreation													2,000
Health and welfare								75					75
Economic development	105,100	3,000			2,000								117,100
Capital outlay			3,000		5,000		3,372	53,000		7,225	1,100		71,700
<b>Debt service</b>													
Municipal retirement		35,000										1,500	3,35,000
Interest and fiscal charges		2,033,700										1,311,200	1,705,000
<b>Total expenditures</b>	<b>105,100</b>	<b>3,335</b>	<b>1,300,310</b>	<b>733,000</b>	<b>7,000</b>	<b>0</b>	<b>33,500</b>	<b>53,000</b>	<b>7,225</b>	<b>1,100</b>	<b>3,135,700</b>	<b>1,510,000</b>	<b>2,520,337</b>
Revenues over (under) expenditures	(3,000)	75,520	3,000	(1,300)	(70,500)	1,505	11,100	(,000)	5,500	(3,500)	(13,000)	3,000	2,520,337
<b>OTHER FINANCING SOURCES (USES)</b>													
Debt proceeds								5,000					5,000
Bond premium												17,500	17,500
Transfers in	20,000		11,000					3,200		53,000			75,000
Transfers out			(50,000)		(1,300)		(100,000)		(5,500)	(2,220)		(11,000)	(,700)
<b>Total other financing sources (uses)</b>	<b>20,000</b>		<b>(3,330)</b>		<b>(1,300)</b>		<b>(100,000)</b>	<b>200</b>	<b>(5,500)</b>	<b>507,200</b>		<b>1,000</b>	<b>(7,521,320)</b>
Net change in fund balances	(1,000)	75,520	105	(1,300)	(1,770)	1,505	1,100	(,500)	23,000	(13,000)		527,200	(,505)
Fund balances - beginning of year, restated	0,300	7,200	1,253,700	1,100	2,300	315,172	1,150,000	10,717,000	2,500	7,312	1,200	5	0,707,575
Fund balances - end of year	<u>1,000</u>	<u>7,275</u>	<u>1,253,805</u>	<u>1,770</u>	<u>570</u>	<u>316,677</u>	<u>1,151,100</u>	<u>10,716,500</u>	<u>2,523</u>	<u>7,179</u>	<u>1,727</u>	<u>5</u>	<u>35,712,520</u>



**CITY OF MIDWEST CITY, OKLAHOMA**  
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**Combining Schedule of Revenues, Expenses and Changes in Net Position – Midwest City Municipal Authority Accounts – Year Ended June 30, 2021**

Midwest City Municipal Authority											
	Water Account	Sewer Account	Sanitation Account	Conference Center/Hotel Account	Drainage Account	Debt Service Account	Utility Services Account	Utilities Capital Account	Customer Deposit Account	Golf Courses Account	Total
<b>OPERATING REVENUES</b>											
Charges for services	7,057	102,511	75,377	1,571	7,577		1,007,721			77,512	2,700,510
Fees, licenses and permits	1,100	10,200					21				1,000
miscellaneous	11,712	1,070	253	12,777	00			75,000		3	150,150
Total operating revenues	<u>7,030</u>	<u>102,511</u>	<u>7,072</u>	<u>1,705</u>	<u>7,577</u>		<u>1,000</u>	<u>75,000</u>		<u>77,512</u>	<u>30,130</u>
<b>OPERATING EXPENSES</b>											
Personal services	2,7107	3,327	1,320	1,020	3,577		71			573,500	10,003,000
Materials and supplies	-	70	1,1353	1,230	5,200		-			103,720	3,307,000
Other services and charges	1,523,51	1,501,00	2,000	3	32,500		2,255			5,000	0,000
Depreciation and amortization	70,21	2,732	531,700	1,333	275,000		5,702	52,570		111,535	5,1350,000
Total operating expenses	<u>5,72,173</u>	<u>330,511</u>	<u>5,700,700</u>	<u>3,071,700</u>	<u>712,071</u>		<u>1,100</u>	<u>52,570</u>		<u>5,535</u>	<u>2,03,070</u>
Operating income (loss)	<u>2,102</u>	<u>1,500</u>	<u>1,023</u>	<u>(1,205)</u>	<u>(2,300)</u>		<u>(25,500)</u>	<u>(51,000)</u>		<u>(7,570)</u>	<u>0,520</u>
<b>NON-OPERATING REVENUES (EXPENSES)</b>											
Investment income	23,270	23,270	7,000		3,171		500	25,330	1,000	2,050	32,231,000
Interest expense and fiscal charges						(1,720)		(2,500)			(1,752,000)
Gain (loss) on asset retirement	2,150	(1,700)	1,020	5,000				300,000		10,700	11,300,000
Other non operating revenue											
Total non operating revenue (expenses)	<u>25,300</u>	<u>(1,700)</u>	<u>8,020</u>	<u>5,000</u>	<u>3,171</u>	<u>(1,717,730)</u>	<u>2,070</u>	<u>530,000</u>	<u>1,000</u>	<u>12,750</u>	<u>(1,30,030)</u>
Income (loss) before contributions and transfers	<u>2,130</u>	<u>1,700</u>	<u>1,15,753</u>	<u>(1,103)</u>	<u>(2,052)</u>	<u>(1,717,730)</u>	<u>(23,700)</u>	<u>1,300</u>	<u>1,000</u>	<u>(1,310)</u>	<u>2,713,000</u>
Capital contributions		37,205								71,210	10,200
Transfers in interaccount	351			2,200		3,100		1,700			0,700
Transfers out interaccount	(1,700)	(3,100)				(2,200)			(351)		(0,700)
Transfers in			55,000			15,532					15,500
Transfers out	(71,070)	(1,000)	(7,300)			(0,300)					(11,337,000)
Change in net position	<u>1,120</u>	<u>30,513</u>	<u>1,207,217</u>	<u>3,000</u>	<u>(2,052)</u>	<u>3,000</u>	<u>(23,700)</u>	<u>2,300</u>	<u>(703)</u>	<u>7,000</u>	<u>5,523,000</u>
Total net position beginning	<u>2,721</u>	<u>77,105</u>	<u>7,537,307</u>	<u>21,200</u>	<u>13,171</u>	<u>(3,355)</u>	<u>(3,531)</u>	<u>7,712</u>	<u>702</u>	<u>1,150</u>	<u>11,111,200</u>
Total net position ending	<u>31,135,35</u>	<u>77,735,2</u>	<u>8,744,524</u>	<u>22,537,2</u>	<u>13,371,5</u>	<u>(3,50,71)</u>	<u>(3,311)</u>	<u>7,13</u>	<u>(1)</u>	<u>1,172</u>	<u>12,577,200</u>

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**Combining Schedule of Cash Flows – Midwest City Municipal Authority Accounts – June 30, 2021**

	Midwest City Municipal Authority										Total
	Water Account	Sewer Account	Sanitation Account	Conference Center/Hotel Account	Drainage Account	Debt Service Account	Utility Services Account	Utilities Capital Account	Customer Deposit Account	Golf Courses Account	
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>											
Receipts from customers	.0	22,577	7,17	1,7	7,3	1,050	135,73	(1,5)	7,2075	2,733,7	
Payments to suppliers	(2,1)	(2,112,7)	(3,73,3)	(1,003,23)	(,55)	(251,1)	(2,21)	(172,0)	(10,07,70)		
Payments to employees	(2,55,220)	(3,20,153)	(1,27,301)	(,1)	(2,520)	(33,3)		(0,21)	(,720,0)		
Receipts (payments) from interfund loans	(,)	(,331)	(1,02)	(5,25,2)		1,012,50		2,23	(,53)	(52,125)	
Receipt of customer deposits								.130		.130	
Return of customer deposits								(2,217)		(2,217)	
<b>Net cash provided by (used in) operating activities</b>	<b>3,10,5</b>	<b>.03</b>	<b>2,02,502</b>	<b>(,57,202)</b>	<b>2,723</b>	<b>1,012,50</b>	<b>(11,)</b>	<b>(112,5)</b>	<b>20,71</b>	<b>(12,)</b>	<b>,01,1</b>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>											
Transfers from other funds - interaccount	.351			2,2,7		3,1,0		1,7,5			,0,7
Transfers to other funds - interaccount	(1,7,5)	(3,1,0)				(2,2,7)		(,351)		(,0,7)	
Transfers from other funds			55,00			15,53,27				15,50,7	
Transfers to other funds	(71,07)	(1,00)	(7,3,3)			(,3)				(11,3,370)	
<b>Net cash provided by (used in) noncapital financing activities</b>	<b>(1,030,)</b>	<b>(11,5,10)</b>	<b>(70,53)</b>	<b>2,2,7</b>		<b>2,107,557</b>		<b>1,7,5</b>	<b>(,351)</b>		<b>3,15,30</b>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>											
Capital assets purchased	(203,753)	(130,7,2)	(3,01)	(,513,01)			(25,5)	(,10)			(5,7,150)
Principal paid on capital debt						(1,7,5,000)					(1,7,5,000)
Proceeds issuance of debt						1,55,000					1,55,000
Payments of interfund loan for capital purchases	13,50							(13,50)			(2,212,73)
Interest and fiscal charges paid on capital debt								(2,50)			(20,50,000)
Payment to escrow agent for refunded debt						(21,2)					
Proceeds from sale of capital assets	2,1,5	1,1	1,02	5,0		(20,50,000)				12,7	232,3
<b>Net cash provided by (used in) capital and related financing activities</b>	<b>(2,05)</b>	<b>(12,2)</b>	<b>(37,377)</b>	<b>(,50,111)</b>		<b>(,2,2)</b>	<b>(25,5)</b>	<b>(1,13,0,7)</b>		<b>12,7</b>	<b>(12,307,03)</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>											
Sale (purchase) of investments	77,03	23,02	1,0	1,7,017	,3		152,1	0,321	271,32	107,5	2,233
Interest and dividends	2,37	2,0	10,25	3,171	3,75	2,07	2,1,7	3,75	2,05	3,103	
<b>Net cash provided by (used in) investing activities</b>	<b>701,5</b>	<b>7,)</b>	<b>1,3,2</b>	<b>1,7,017</b>	<b>2,15</b>	<b>,5</b>	<b>15,2</b>	<b>5,)</b>	<b>275,0</b>	<b>10,710</b>	<b>3,333,370</b>
<b>Net increase (decrease) in cash and cash equivalents</b>	<b>2,713,370</b>	<b>3,3,200</b>	<b>1,50,31</b>	<b>(,5,322)</b>	<b>1,77</b>	<b>(3,2,7,01)</b>	<b>12,55</b>	<b>(12,077)</b>	<b>2,057</b>	<b>121,)</b>	<b>,5,2,2</b>
<b>Balances - beginning of year</b>	<b>3,7,2,)</b>	<b>302,31</b>	<b>1,753,502</b>	<b>7,1</b>	<b>3,135</b>	<b>12,7,1</b>	<b>275,5</b>	<b>1,1,073</b>	<b>5,52</b>	<b>1,7,1</b>	<b>272,53</b>
<b>Balances - end of year</b>	<b>,505,1</b>	<b>7,32</b>	<b>3,0,33</b>	<b>102,2</b>	<b>5,012</b>	<b>,5,221</b>	<b>0,20</b>	<b>1,1,)</b>	<b>1,273,70</b>	<b>31,33</b>	<b>31,2,5</b>
<b>Reconciliation to Statement of Net Position:</b>											
Cash and cash equivalents	,505,1	7,32	3,0,33	102,2	5,012	0,20	1,1,)	1,273,70	31,33	20,51	
Restricted cash and cash equivalents						,5,221				10,55,27	
<b>Total cash and cash equivalents</b>	<b>,505,1</b>	<b>7,32</b>	<b>3,0,33</b>	<b>102,2</b>	<b>5,012</b>	<b>,5,221</b>	<b>0,20</b>	<b>1,1,)</b>	<b>1,273,70</b>	<b>31,33</b>	<b>31,2,5</b>
<b>Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:</b>											
Operating income (loss)	2,1,217	1,5,00	1,0,23	(1,201,52)	(2,3,7)	(25,5)	(,51)	(7,57)	,05,21		
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:											
Depreciation expense	7,0,21	2,7,32	531,7	1,333	275,	5,702	52,57	111,535	5,1,350		
Other nonoperating revenue											
Change in assets and liabilities:											
Receivables, net	12,20	(373,3)	(1,5,5)	(7,133)	(53)	,03			2,127	(,1,5)	
Other receivable				(5,3)					55,02		
Due from other funds	(2,1,5)	(,331)	(1,02)	(1,0,7,5)	(32,027)				(1,5,27,5)	(,201)	
Repaid items				(,201)							
Inventory	3,2	(1,3)							3,00	5,13	
Accounts payable	(,03)	150,210	1,)	330,53	233	510	(2,21)	(5,)	1,10		
Deferred outflows O	(302,53)	(2,22)	(1,2,571)	(151,111)	(112,55)			(1,31)	(1,2,1,1)		
Due to other funds	(2,2,3)			5,133					3,13	1,530,0	
Due to employees	20,3	21,1	13,17	(773)	,2	(1,30)			(1,277)	,5,3	
Refundable deposits				(1,2)						2,055	
Total O liability	1,3	522,03	,33		1,17	1,132		1,13	1,53	1,5,7	
Accrued compensated absences	2,05	33,2	0,1,2	(2,373)	2,212	(20,2)			(17,21)	1,352	
Deferred inflows O	(3,5,5)	(10,552)	,5,7	(,7)	(12,23)				(35,3)	(10,1,1)	
<b>Net cash provided by (used in) operating activities</b>	<b>3,10,5</b>	<b>.03</b>	<b>2,02,502</b>	<b>(,57,202)</b>	<b>2,723</b>	<b>1,012,50</b>	<b>(11,)</b>	<b>(112,5)</b>	<b>20,71</b>	<b>(12,)</b>	<b>,01,1</b>
<b>Noncash activities:</b>											
Contributed capital assets - from governmental funds		37,205							71,21		10,2

**CITY OF MIDWEST CITY, OKLAHOMA**  
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**Combining Statement of Net Position– Internal Service Funds – June 30, 2021**

	<b>Public Works Administration</b>	<b>Fleet Services Fund</b>	<b>Surplus Property Fund</b>	<b>Risk Management Fund</b>	<b>L. &amp; H Benefits Fund</b>	<b>Worker's Comp Fund</b>	<b>Totals</b>
<b>ASSETS</b>							
Current assets							
Cash and cash equivalents	51 ,	5 ,171	,	1,07 ,3 0	1, 27,320	3,100,37	7,1 ,5 5
Investments	112,110	123,073	101, 00	233,3	31 , 2	,717	1,5 ,525
Receivables							
Accounts receivable		35	3,53	, 3	03, 7	1 ,10	31,1 0
Accrued interest receivable					1,1 5	2,	3, 33
Due from other funds	3	5, 27					5, 30
Inventories		70,331					70,331
Total current assets	<u>30,5 1</u>	<u>7 , 37</u>	<u>57 , 0</u>	<u>1,322, 2</u>	<u>2,351, 5</u>	<u>3, 11,</u>	<u>, 0,10</u>
non current assets							
Capital Assets							
Depreciable, net of accumulated depreciation	15 ,03	,20	75,1 2				3, 35
Total non current assets	<u>15 ,03</u>	<u>,20</u>	<u>75,1 2</u>				<u>3, 35</u>
Total assets	<u>7 , 20</u>	<u>1, 17, 1</u>	<u>,</u>	<u>1,322, 2</u>	<u>2,351, 5</u>	<u>3, 11,</u>	<u>10,3 3,53</u>
<b>DEFERRED OUTFLOW OF RESOURCES</b>							
Deferred amount related to O	31 , 1	1 7,7 7	2 ,152	20 ,3 1			7 7,271
<b>LIABILITIES</b>							
Current liabilities							
Accounts payable and accrued liabilities	1 0,53	73,33	72	,7 7	1 0,5	3 0	0,2 5
Claims liability				1 0,100	311,72	3 3,100	, 2
Accounts payable	53,	53,007	1,731	11,3 0			11 ,7
Due to other funds			55,1				55,1
Accrued compensated absences	5, 5	37, 1	2,373	1 ,152			122,0 5
Total current liabilities	<u>2 , 7</u>	<u>1 ,257</u>	<u>5 , 7</u>	<u>222,35</u>	<u>2,2</u>	<u>3 3, 0</u>	<u>2,032,21</u>
non current liabilities							
Accrued compensated absences	131,30	75, 32	,7	32,305			2 ,1 1
Total O liability	75 ,2 0	0 ,57	50,2	301,71			1, 10,
Claims liability				355, 00		1, 00	1,2 7, 00
Total non current liabilities	<u>5,5</u>	<u>0, 0</u>	<u>55,032</u>	<u>, 21</u>		<u>1, 00</u>	<u>3, 52, 5</u>
Total liabilities	<u>1,1 5, 7</u>	<u>1,0 , 5</u>	<u>515,00</u>	<u>12,2 0</u>	<u>2,2</u>	<u>1,335,3 0</u>	<u>5, 5,073</u>
<b>DEFERRED INFLOW OF RESOURCES</b>							
Deferred amount related to O	75,5 3	,7 0	7,5 5	3 2, 3			172,151
<b>NET POSITION</b>							
Investment in capital assets	15 ,03	,20	75,1 2				3, 35
Restricted (deficit)	(313, 5)	(12 ,2 1)	7 ,3 5	577,	1, 5 , 77	2, 7 ,32	,550,151
Total net position	<u>(15 , 2 )</u>	<u>520, 3</u>	<u>153,577</u>	<u>577,</u>	<u>1, 5 , 77</u>	<u>2, 7 ,32</u>	<u>5, 33,5</u>

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**Combining Statement of Revenues, Expenses and Changes in Net Position – Internal Service Funds – Year Ended June 30, 2021**

	<u>Public Works Administration</u>	<u>Fleet Services Fund</u>	<u>Surplus Property Fund</u>	<u>Risk Management Fund</u>	<u>L &amp; H Benefits Fund</u>	<u>Worker's Comp Fund</u>	<u>Totals</u>
<b>OPERATING REVENUES</b>							
Charges for services	1,0 ,	2, 3 ,3	50, 07	7, 2	, 5,30	20,2 2	12,217, 53
miscellaneous	23	2,223	3	, 53	7 ,017	1 ,10	3 , 0
Total operating revenues	<u>1,0 ,722</u>	<u>2, 3 ,5 2</u>	<u>51,1 1</u>	<u>,0 1</u>	<u>7,3 ,325</u>	<u>3 , 3</u>	<u>13,052,25</u>
<b>OPERATING EXPENSES</b>							
Personal services	1,0 ,333	, 2	3,0 5	237,070	(1,30 )		2,32 , 10
Materials and supplies	3,70	1, , 7	232	212			1, 71,0 7
Other services and charges	273,50	7,372	,3 3	755, 2	72, 70		1,20 ,03
Insurance claims and expenses					,722,517	71,031	7,1 3,5
Depreciation and amortization	10, 3	5 ,0	,				71,3 0
Total operating expenses	<u>1,33 ,3 0</u>	<u>2, 17, 55</u>	<u>5 ,10</u>	<u>3,20</u>	<u>,7 ,0 1</u>	<u>71,031</u>	<u>12,2 , 7</u>
Operating income (loss)	<u>(2 , )</u>	<u>1 , 37</u>	<u>( , 1 )</u>	<u>(27,127)</u>	<u>00,2</u>	<u>3,317</u>	<u>7 5,7 5</u>
<b>NON-OPERATING REVENUES</b>							
Investment income	2, 71	3,1	2,575	5,701	(1,30 )	,3	17,37
Total non operating revenue	<u>2, 71</u>	<u>3,1</u>	<u>2,575</u>	<u>5,701</u>	<u>(1,30 )</u>	<u>,3</u>	<u>17,37</u>
Income (loss) before contributions and transfers	<u>(2 1,7 7)</u>	<u>22,103</u>	<u>(2,3 3)</u>	<u>(21, 2 )</u>	<u>5 , 3</u>	<u>7,</u>	<u>03,15</u>
Capital contributions	3 ,000						3 ,000
Transfers in							
Change in net position	<u>(223,7 7)</u>	<u>22,103</u>	<u>(2,3 3)</u>	<u>(21, 2 )</u>	<u>5 , 3</u>	<u>7,</u>	<u>1,15</u>
Total net position beginning	,371	, 0	155, 20	5 , 2	1,2 0,7 1	2,00 , 3	,5 2, 27
Total net position ending	<u>(15 , 2 )</u>	<u>520, 3</u>	<u>153,577</u>	<u>577,</u>	<u>1, 5 , 77</u>	<u>2, 7 ,32</u>	<u>5, 33,5</u>

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**Combining Statement of Cash Flows – Internal Service Funds – Year Ended June 30, 2021**

	Public Works Administration	Fleet Services Fund	Surplus Property Fund	Risk Management Fund	L & H Benefits Fund	Worker's Comp Fund	Totals
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>							
Receipts from interfund services	1,072	2,357	723	73	152	3,0	12,512
Payments to suppliers	(1,0)	(1,257)	(15)	2,0	(72,70)		(1,772)
Payments to employees	(23)	(32,7)	(37,152)	(12,7)	(3,7)		(2,15,050)
Claims and benefits paid				(75,2)	(71,5)	(500,2)	(,05,311)
Payment from (to) other funds		(2,223)	5,7				5,573
<b>Net cash provided by (used in) operating activities</b>	<b>(1,37)</b>	<b>7,11</b>	<b>100,222</b>	<b>(1,0)</b>	<b>(23,3)</b>	<b>3,30</b>	<b>551</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>							
Sale (purchase) of investments	11,013	3		23,153	31,277	515,35	1,3,77
Interest and dividends	2,71	3,1	2,57	5,701	1,1	23	2,01
<b>Net cash provided by investing activities</b>	<b>120</b>	<b>7,0</b>	<b>7,072</b>	<b>2,3,5</b>	<b>320,21</b>	<b>52,01</b>	<b>1,37,05</b>
<b>Net increase in cash and cash equivalents</b>	<b>101,537</b>	<b>17,720</b>	<b>1,72</b>	<b>225,0</b>	<b>2,7,057</b>	<b>0,3</b>	<b>1,2,05</b>
<b>Balances - beginning of year</b>	<b>1,31</b>	<b>3,51</b>	<b>302,57</b>	<b>5,32</b>	<b>1,130,23</b>	<b>2,13,0</b>	<b>5,23,51</b>
<b>Balances - end of year</b>	<b>51</b>	<b>5,171</b>	<b></b>	<b>1,07,30</b>	<b>1,27,320</b>	<b>3,100,37</b>	<b>7,1,55</b>
<b>Reconciliation to Statement of Net Position:</b>							
Cash and cash equivalents	51	5,171		1,07,30	1,27,320	3,100,37	7,1,55
<b>Total cash and cash equivalents</b>	<b>51</b>	<b>5,171</b>	<b></b>	<b>1,07,30</b>	<b>1,27,320</b>	<b>3,100,37</b>	<b>7,1,55</b>
<b>Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:</b>							
Operating income (loss)	(2,)	1,37	(,1)	(27,127)	00,2	3,317	7,5,75
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities							
Depreciation expense	10,3	5,0					71,30
Change in assets and liabilities							
Receivables, net		(35)	35,532	1,30	(57,07)	2,1	(53,13)
Due from other funds		(2,223)					(2,223)
Inventory		(2,7)					(2,7)
Deferred outflows O	(2,75)	(12,22)	(23,55)	(1,0,1)			(12,33)
Accounts payable	1,053	(31,71)	50	2,21	33,27	(,3)	17,13
Claims liability				(0,000)	(72,)	(23,000)	(135,)
Due to employees	,1	,22	21	31	(2,50)		12,05
Due to other funds			5,7				5,7
Total O liability	3,1,2	1,055	2,1	22,05			7,0,15
Accrued compensated absences	(,1)	15,327	1,353	,11	(2,0)		,010
Deferred inflows O	(13,00)	(,)	(1,012)	275			(23,521)
<b>Net cash provided by (used in) operating activities</b>	<b>(1,37)</b>	<b>7,11</b>	<b>100,222</b>	<b>(1,0)</b>	<b>(23,3)</b>	<b>3,30</b>	<b>551</b>

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**Debt Service Coverage Schedule - Year Ended June 30, 2021**

**DEBT SERVICE COVERAGE:**

	<b>2019 Revenue Bonds 2020 Refunding Note</b>
<b>GROSS AVAILABLE</b>	
Water revenue	7, 03 0
Wastewater revenue	10,2 5, 1
Allocated sales tax	15, 53,27
Investment income	,5 5
	33,75 ,172
<b>OPERATING EXPENSES</b>	
Total Operating Expenses	10, 3 ,02
Net Revenue Available for Debt Service	23,117,1
<b>Average Annual Debt Service</b>	
2019 Revenue Bonds	1,7 1, 5
2020 Refunding Note	, 1,
	,253, 2
 Computed Coverage	 370
 Coverage Requirement	 125

Note to schedule: Allocated revenues include water and wastewater revenues, as well as specific sales tax and investment income. Operating expenses included on this schedule include only the operating expense, exclusive of depreciation and amortization, applicable to the water and wastewater revenues.



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**STATISTICAL INFORMATION**

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General Government expenditures by Function  
 Last Ten Fiscal Years

Fiscal Year	General Government	Public Safety	Streets	Health and Welfare	Culture Recreation	Economic Development	Debt Services	Total
2011 12	5,23,037	27,570,275	3,702,71	2	1,113	13,173	3,75	72,7
2012 13	5,21,17	27,37	3,031	110,35	2,10	70,0	3,5073	7,577,3
2013 1	72,5	27,3	32,12	3	2,112,5	5,02,55	3,753,02	50,100,55
2014 15	70,0	2,57,2	5,13,517	10	1,7	3,72,050	3,50,0	50,101,372
2015 1	7,71,35	27,	5,5	755,1	2,037,0	,0	3,505,2	51,01,22
2016 17	00,505	27,757,53	7,33,0	37,11	1,7,320	,1	3,2,0	55,252,07
2017 1	7,25	2,5	3,00,03	1,05	1,77,02	5,3	1,1	121,33,077
2018 1	11,5,32	31,2,55	5,333,1	71,30	2,03,72	5,03	5,72,1	3,5,17
2019 20	10,0,375	33,	7,07	1,55	2,1,210	11,70,737	25,7,5	1,052,
2020 21	15,7,2	3,323,7	11,171,0	3,0,02	7,37,5	,20,	7,1,37	3,0,21

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Governmental revenues by Source  
 Last Ten Fiscal Years

Fiscal Year	Taxes	Intergovernmental	Licenses and Permits	Charges for Services	Fines and Forfeitures	Investment Income	Miscellaneous Revenues	Total
2011-12	3,515	5,205,233	330,553	2,307	2,170,011	2,7217	72,77	50,77,
2012-13	3,700	5,205,233	32,512	2,201	1,000	10,57	1,213	1,02
2013-14	0,535	5,15	30,35	2,5572	1,750	15,73,03	2,37,115	,17
2014-15	3,715	5,53,732	3,3	3,277	2,052	,377,5	2,31,00	2,11,722
2015-16	0,207	5,37,5	57,2	,25,051	1,71,1	3,532	1,3,3	57,37
2016-17	37,327,50	5,011,0	50,32	,5,07	1,51,3	13,120,1	2,5,002	,1
2017-18	1,507	,12,0	5,2	5,12,0	1,2,723	13,120,75	2,177,3	,201,01
2018-19	,37,51	,7	725,3	,027,000	1,3,3	11,71,10	2,20,1	77,10,5
2019-20	51,01,1	,71,3	1,75	,0,31	1,11,0	,72,77	2,157,57	7,071,71
2020-21	5,305	10,3,225	2,0	,112,310	1,570,77	35,503,377	,3,	117,2,205

A new sales/use Tax became effective January 1, 2012 changing the rate from 3.3 to 3.5  
 A new sales/use Tax became effective January 1, 2011 changing the rate from 3.5 to 3.0

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Assessed value of Taxable property  
 Last Ten Fiscal Years

Fiscal Year	Real Property	Personal Property	Public Service Property	Veteran and Homestead Exemption	Total Actual		Ratio of Total Assessed Value to Total Actual Value
					Assessed Value	Estimated Actual Value	
2012	25,775,001	27,513	13,310,3	15,275,33	25,000,2	25,532,1	11
2013	23,005	2,17,523	11,3,175	15,2,27	2,37,22	2,30,70	11
2014	27,52,	2,135,0	11,07,3	15,250,20	21,7,52	2,52,222,1	11
2015	272,2,2	2,753	11,7,25	15,2,120	2,030,32	2,1,1,72	11
2016	23,02,13	25,0,31	11,5,013	15,02,335	30,05,153	2,7,17,11	11
2017	2,75,210	35,37,171	13,52,2	1,01,3	330,15,570	3,001,23,3	11
2018	30,10,01	35,772,2	13,13,7	1,2,553	31,7,73	3,10,070,327	11
2019	320,771,32	3,21,33	13,177,31	17,35,01	352,7,15	3,207,21,	11
2020	32,772,1	37,35,35	13,7,00	1,52,02	31,1,1	3,25,22,373	11
2021	3,02,2	37,27,5	15,01,02	20,07,2	37,0,3	3,25,5,3	11

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Property Tax Rates All Overlapping Governments  
(per 1,000 of Assessed Value)  
Last Ten Fiscal Years

Fiscal Year	City Sinking Fund	City Schools	State College	Oklahoma County	Total Midwest City Resident	Choctaw Schools	Total Midwest City Resident	O C Schools	Total Midwest City Resident
2012	.0	.55	17.10	23.7	113.71	72.	111.5	5.2	101.5
2013	5.7	.	17.02	23.7	111.5	7.1	122.	0.3	107.0
2014	5.	70.32	20.33	23.5	111.7	7.1	125.53	5.3	101.71
2015	5.1	71.03	1.	23.72	111.1	7.17	121.5	5.71	101.
2016	0.	70.	1.5	23.1	115.0	7.17	120.5	5.3	103.7
2017	0.2	5.5	1.21	23.2	101.5	7.1	111.57	5.3	102.77
2018	0.	.72	1.2	23.	110.22	7.15	111.5	5.	102.3
2019	.0	7.3	1.5	23.	117.	7.15	121.2	5.7	101.
2020	.7	71.23	1.3	23.3	122.7	7.15	127.	5.	110.7
2021	.	.1	1.1	22.2	111.5	7.15	121.	5.1	101.5

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Computation of Legal Debt Margin  
June 30, 2020

Net assessed valuation	37,000,000
Debt limit (a)	37,000,000
Applicable bonds outstanding	30,000,000
Inapplicable bonds outstanding (b)	21,020,020
Legal debt margin	7,223,200

(a) Article 10, Section 2 of the Constitution of the State of Oklahoma limits municipal debt to 10% of net assessed valuation for certain types of general obligation bonds.

(b) Under article 10, section 27 of the Constitution of the State of Oklahoma, there is not a limit on the amount of General Obligation bonds for the purpose of purchasing, constructing, or repairing public utilities or streets.

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Ratio of Annual Debt Service expenditures for General Obligation Bonded Debt  
 To Total General Governmental expenditures  
 Last Ten Fiscal Years

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest (1)</u>	<u>Total Debt Service</u>	<u>Total General Governmental expenditures</u>	<u>Ratio of Debt Service to Governmental expenditures</u>
2011-12	1,000,000	37,320	1,373,320	7,200,700	3.0
2012-13	1,000,000	370,750	1,770,750	7,577,300	3.72
2013-14	1,000,000	30,170	1,700,170	50,100,550	3.0
2014-15	1,000,000	25,750	1,500,750	50,101,372	3.31
2015-16	1,000,000	10,700	1,500,700	51,010,220	3.12
2016-17	1,000,000	121,250	1,521,250	57,300,570	2.5
2017-18	325,000	51,750	376,750	121,300,770	0.31
2018-19	325,000	3,130	338,130	3,500,170	0.57
2019-20	325,000	1,137,200	1,500,200	1,052,000	1.1
2020-21	1,500,000	1,311,230	3,000,230	3,000,210	3.5

(1) Excludes bond issuance and other costs

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Ratio of Annual Debt Service expenditures for General Obligation Bonded Debt  
 To Assessed Value and Net General Obligation Bonded Debt per Capita  
 Last Ten Fiscal Years

Fiscal Year	Population	Assessed Value	Gross Bonded Debt	Net Debt Service Money Available	Net Bonded Debt	Ratio of Net Bonded Debt to Assessed Value	Net Bonded Debt per Capita
2011-12	5,371	25,000,000	300,000	1,551,550	7,000,000	2.3	12
2012-13	5,371	23,700,000	000,000	1,200,000	5,711,000	1.1	101
2013-14	5,371	21,700,000	5,500,000	1,373,210	12,000,000	1.1	7
2014-15	5,371	20,030,320	100,000	1,300,000	2,735,020	0.2	50
2015-16	5,371	30,050,153	2,700,000	1,300,000	1,307,200	0.3	2
2016-17	5,371	33,015,570	1,300,000	1,000,000	1,110,132	0.3	20
2017-18	5,371	31,000,000	75,000	1,132,000	300,000	0.25	1
2018-19	5,371	35,270,150	37,000,000	5,155,000	37,300,000	10.5	
2019-20	5,371	31,000,000	125,000	1,300,000	2,200,000	11.0	777
2020-21	5,000	37,000,000	35,000,000	2,000,000	33,320,335	10.7	572



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Revenue and Debt Coverage  
 Last Ten Fiscal Years

<u>Fiscal Year</u>	<u>Gross Revenues</u>	<u>Direct Operating Expenses</u>	<u>Net Revenue Available for Debt Service</u>	<u>Average Annual Debt Service</u>	<u>Debt Service Coverage</u>
2011-12	17,702,53	, , 5	,032,7	,517, 7	1.3
2012-13	27,25 , 1	, 3,537	17, 1 , 2	,517, 7	2.73
2013-14	2,5 7, 2	,5 3, 02	1 , 3, 22	,517, 7	2. 1
2014-15	2 , 5, 3	,5 1, 0	1 , ,3	,517, 7	2.70
2015-16	2 , 5,573	11, 25,	17,25 ,575	,517, 7	2. 5
2016-17	2,5 0, 50	, 23,02	1 ,757, 21	,517, 7	2.
2017-18	2,7 0, 2	,7 7,575	1 , 3,2	,517, 7	2. 1
2018-19	2,537,013	10,020,017	1 ,51 ,	,501,3	3.00
2019-20	30,22 , 5	10,30 , 0	1 , 22,255	,501, 7	3.0
2020-21	33,75 ,172	10, 3 ,02	23,117,1	,253, 2	3.70

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Demographic Statistics

Year	Population	Population Percent Change
1950	10,1	0.00
1960	13,05	25 .
1970	17,212	33.71
1980	18,55	2.7
1990	22,27	5.
2000	25,0	3.
2010	25,371	0.50
2020	27,0	7 3.00

Population is taken from US Census conducted every 10 years.

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New Construction  
 Last Ten Fiscal Years

Fiscal Year	Commercial Construction		Residential Construction		Total Construction
	Number of Units	Value	Number of Units	Value	
2011-12	2	7,003,50	237	20,332,200	117,335,50
2012-13	27	5,511,50	120	1,020,11	73,520,1
2013-14		3,000		11,7,	1,27,
2014-15	15	7,210	103	1,35,722	23,113,32
2015-16	2	32,500	12	23,727,017	30,517
2016-17	1	22,30,31		1,02,7	3,53,15
2017-18	15	2,137,23	1	2,127,50	5,2,733
2018-19	32	35,772	10	23,1,0	71,77,12
2019-20	17	10,777,000	133	22,503,	33,20,
2020-21	10	725,000		1,35,21	23,10,21

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Miscellaneous Statistics  
June 30, 2021

Date of incorporation	1 3
Form of government	Council manager
Square miles in city limits	2 .37
Miles of streets	7 .3 lane miles

**Education**

Number of primary schools	2
Number of secondary schools	2
Number of high schools	1
Number of colleges	2

**Police Protection**

Number of officers	7
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**Fire Protection**

Number of stations	
Number of head quarters	1
Number of personnel per shift	2

**Public Works**

Water storage capacity (millions of gallons)	
Miles of water lines	313.2
Miles of sanitary sewer lines	2 1.33

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Miscellaneous Statistics, Continued  
June 30, 2021

**City Employees**

<u>Fiscal Year</u>	<u>Full Time Government</u>	<u>Full Time Hotel/Conference Center</u>
2011 12	3	2
2012 13	1	-
2013 1		-
2014 15	77	-
2015 1	72	-
2016 17	70	-
2017 1	71	-
2018 1	7	-
2019 20	5	-
2020 21	7	-

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Miscellaneous Statistics, Continued  
 June 30, 2021  
 City Water Usage (Gallons)

<u>Fiscal Year</u>	<u>Annual Usage</u>	<u>Average Daily Usage</u>
2010 11	1,532,077	5,351.2
2011 12	2,025,171.7	5,502.2
2012 13	1,023,100	5,213.23
2013 1	1,055,505	5,301.5
201 15	1,037,570	3,555.3
2015 1	1,771,000	71,701.5
201 17	2,137,500	10,375.0
2017 1	1,332,000	5,132.5
201 1	1,570,000	5,151.5
201 20	1,005,000	5,207.0
2020 21	1,007,000	5,132.1



**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:** February 22, 2022

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

---

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of January 2022, which is the seventh (7) period of the FY 2021/2022.

Troy Bradley, Human Resources Director

<u>FISCAL YEAR 2021-2022</u>	<u>Jul-21</u>	<u>Aug-21</u>	<u>Sep-21</u>	<u>Oct-21</u>	<u>Nov-21</u>	<u>Dec-21</u>	<u>Jan-22</u>	<u>Feb-22</u>	<u>Mar-22</u>	<u>Apr-22</u>	<u>May-22</u>	<u>Jun-22</u>
<b>PLAN INCOME</b>												
Projected Budgeted (MTD)	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012
Actual (MTD)	832,833	851,193	896,598	852,564	857,814	901,700	911,369					
Projected Budgeted (YTD)	910,012	1,820,024	2,730,036	3,640,048	4,550,060	5,460,072	6,370,084	7,280,096	8,190,108	9,100,120	10,010,132	10,920,144
Actual (YTD)	832,833	1,684,026	2,580,624	3,433,188	4,291,002	5,192,702	6,104,071					
<b>PLAN CLAIMS/ADMIN COSTS</b>	<u>Jul-21</u>	<u>Aug-21</u>	<u>Sep-21</u>	<u>Oct-21</u>	<u>Nov-21</u>	<u>Dec-21</u>	<u>Jan-22</u>	<u>Feb-22</u>	<u>Mar-22</u>	<u>Apr-22</u>	<u>May-22</u>	<u>Jun-22</u>
Projected Budgeted (MTD)	804,741	1,005,926	804,741	804,741	1,005,926	804,741	1,005,926	804,741	804,741	804,741	1,005,926	804,741
Actual (MTD)	710,070	876,960	831,545	803,008	769,847	1,031,306	744,765					
Projected Budgeted (YTD)	804,741	1,810,667	2,615,408	3,420,149	4,426,075	5,230,816	6,236,742	7,041,483	7,846,224	8,650,965	9,656,891	10,461,632
Actual (YTD)	710,070	1,587,030	2,418,575	3,221,583	3,991,430	5,022,736	5,767,501					
<b>EXCESS INCOME vs. EXPENDITURES</b>	<u>Jul-21</u>	<u>Aug-21</u>	<u>Sep-21</u>	<u>Oct-21</u>	<u>Nov-21</u>	<u>Dec-21</u>	<u>Jan-22</u>	<u>Feb-22</u>	<u>Mar-22</u>	<u>Apr-22</u>	<u>May-22</u>	<u>Jun-22</u>
Projected Budgeted (MTD)	105,271	-95,914	105,271	105,271	-95,914	105,271	-95,914	105,271	105,271	105,271	-95,914	105,271
Actual (MTD)	122,763	-25,767	65,053	49,556	87,967	-129,606	166,604					
Projected Budgeted (YTD)	105,271	9,357	114,628	219,899	123,985	229,256	133,342	238,613	343,884	449,155	353,241	458,512
Actual (YTD)	122,763	96,996	162,049	211,605	299,572	169,966	336,570					
<u>FISCAL YEAR 2020-2021</u>	<u>Jul-20</u>	<u>Aug-20</u>	<u>Sep-20</u>	<u>Oct-20</u>	<u>Nov-20</u>	<u>Dec-20</u>	<u>Jan-21</u>	<u>Feb-21</u>	<u>Mar-21</u>	<u>Apr-21</u>	<u>May-21</u>	<u>Jun-21</u>
<b>PLAN INCOME</b>												
Projected Budgeted (MTD)	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416
Actual (MTD)	662,819	704,904	753,466	689,432	1,065,534	727,062	722,415	729,187	750,261	791,934	845,640	833,316
Projected Budgeted (YTD)	729,416	1,458,832	2,188,248	2,917,664	3,647,080	4,376,496	5,105,912	5,835,328	6,564,744	7,294,160	8,023,576	8,752,992
Actual (YTD)	662,819	1,367,723	2,121,189	2,810,621	3,876,155	4,603,217	5,325,632	6,054,819	6,805,080	7,597,014	8,442,654	9,275,970
<b>PLAN CLAIMS/ADMIN COSTS</b>	<u>Jul-20</u>	<u>Aug-20</u>	<u>Sep-20</u>	<u>Oct-20</u>	<u>Nov-20</u>	<u>Dec-20</u>	<u>Jan-21</u>	<u>Feb-21</u>	<u>Mar-21</u>	<u>Apr-21</u>	<u>May-21</u>	<u>Jun-21</u>
Projected Budgeted (MTD)	691,492	864,366	691,492	691,492	864,366	691,492	691,492	691,492	864,366	691,492	864,366	691,492
Actual (MTD)	548,997	965,005	927,589	766,622	859,038	854,726	841,941	740,186	683,500	641,347	697,144	827,948
Projected Budgeted (YTD)	691,492	1,555,858	2,247,350	2,938,842	3,803,208	4,494,700	5,186,192	5,877,684	6,742,050	7,433,542	8,297,908	8,989,400
Actual (YTD)	548,997	1,514,002	2,441,591	3,208,213	4,067,251	4,921,977	5,763,918	6,504,104	7,187,604	7,828,951	8,526,095	9,354,043
<b>EXCESS INCOME vs. EXPENDITURES</b>	<u>Jul-20</u>	<u>Aug-20</u>	<u>Sep-20</u>	<u>Oct-20</u>	<u>Nov-20</u>	<u>Dec-20</u>	<u>Jan-21</u>	<u>Feb-21</u>	<u>Mar-21</u>	<u>Apr-21</u>	<u>May-21</u>	<u>Jun-21</u>
Projected Budgeted (MTD)	37,924	-134,950	37,924	37,924	-134,950	37,924	37,924	37,924	-134,950	37,924	-134,950	37,924
Actual (MTD)	113,822	-260,101	-174,123	-77,190	206,496	-127,664	-119,526	-10,999	66,761	150,587	148,496	5,368
Projected Budgeted (YTD)	37,924	-97,026	-59,102	-21,178	-156,128	-118,204	-80,280	-42,356	-177,306	-139,382	-274,332	-236,408
Actual (YTD)	113,822	-146,279	-320,402	-397,592	-191,096	-318,760	-438,286	-449,285	-382,524	-231,937	-83,441	-78,073

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

January 7/FY 2022: \$1,776,495  
 January 7/FY 2021: \$1,079,712  
 January 7/FY 2020: \$1,306,527  
 January 7/FY 2019: \$1,855,652

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





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

MEMORANDUM

To: Honorable Mayor and Council  
From: Vaughn K. Sullivan, Assistant City Manager  
Date: February 22, 2022

Subject: Discussion and consideration for the awarding of the bid and entering into a contract, including any possible amendments, for concessionaire services at Reed Ball Park & Doug Hunt Complex to Powerhouse Catering.

There were two bids received. Powerhouse Catering came in, as the highest and best bidder.

Staff recommends approval.

Vaughn K. Sullivan  
Assistant City Manager

Bid Tab

Turn-key operation of temporary concessions annually  
at Reed Ball Park & Doug Hunt Complex

**VENDOR**

**BID AMOUNT /  
PERCENTAGE OF SALES**

Bob's Catering and Concessions

25%

**MONTHLY RENT**

\$20.00

**BID AMOUNT /  
PERCENTAGE OF SALES**

Powerhouse Catering

35%

**MONTHLY RENT**

\$5.00



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

MEMORANDUM

To: Honorable Mayor and Council  
From: Vaughn K. Sullivan, Assistant City Manager  
Date: February 22, 2022

Subject: Discussion and consideration for awarding of the bid and entering into a contract for concessionaire services, including any possible amendments, at the Midwest City Sports Complex to Powerhouse Catering.

There was only one bid received.

Staff recommends approval.

Vaughn K. Sullivan  
Assistant City Manager

## Bid Tab

Turn-key operation of temporary concessions annually  
at Midwest City Sports Complex – Mobile Unit

**VENDOR**

**BID AMOUNT /  
PERCENTAGE OF SALES**

Powerhouse Catering

35%

**MONTHLY RENT**

\$5.00

\*\*\*Only 1 bid received\*\*\*



City Manager's Office  
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Assistant City Manager  
[vsullivan@midwestcityok.org](mailto:vsullivan@midwestcityok.org)  
100 N. Midwest Blvd,  
Midwest City, Oklahoma 73110  
O: 405-739-1207 /Fax: 405-739-1208

### Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Assistant City Manager

Date: February 22, 2022

Subject: Discussion and consideration of, including any possible amendment, approving Change Order #5 with Lippert Brothers, Inc. to provide 12" Oklahoma City waterline main extension, in an amount not to exceed \$378,203.63.

Lippert Bros., Inc. has submitted a prime contract change order request to provide 2,260 L.F. of 12" Oklahoma City waterline main extension per the attached water line plan provided by Midwest City. The project funding is budgeted and approved as a capital outlay expenditure fund 425. The scope of services for the contract with Lippert Bro includes utilities extension into the facility. This change order will bring water utility services into and through the facility.

Vaughn K. Sullivan  
Assistant City Manager

Attachment: Change Order #5

# AIA<sup>®</sup> Document G701<sup>™</sup> – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> City of Midwest City Multipurpose Sports Complex	<b>CONTRACT INFORMATION:</b> Contract For: General Construction Date: 12/08/2020	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 005 Date: 02/16/2022
<b>OWNER:</b> <i>(Name and address)</i> City of Midwest City Oklahoma	<b>ARCHITECT:</b> <i>(Name and address)</i> C. H. Guernsey & Company 5555 N. Grand Blvd., OKC, OK	<b>CONTRACTOR:</b> <i>(Name and address)</i> Lippert Brothers, Inc. 2211 E. 1-44 Service Rd., OKC, OK

**THE CONTRACT IS CHANGED AS FOLLOWS:**

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

PCO #09: OKC Water Line Extension.....\$ 378,203.63

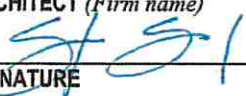
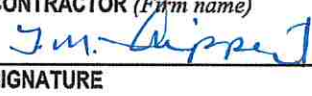
The original Contract Sum was	\$ 5,082,000.00
The net change by previously authorized Change Orders	\$ 135,129.92
The Contract Sum prior to this Change Order was	\$ 5,217,129.92
The Contract Sum will be increased by this Change Order in the amount of	\$ 378,203.63
The new Contract Sum including this Change Order will be	\$ 5,595,333.55

The Contract Time will be increased by one hundred ten (110) days.

The new date of Substantial Completion will be 05/19/2022.

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

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

<u>C. H. Guernsey &amp; Company</u> <b>ARCHITECT</b> <i>(Firm name)</i>	<u>Lippert Brothers, Inc.</u> <b>CONTRACTOR</b> <i>(Firm name)</i>	<u>City of Midwest City</u> <b>OWNER</b> <i>(Firm name)</i>
 <b>SIGNATURE</b>	 <b>SIGNATURE</b>	 <b>SIGNATURE</b>
Steve Scovel, Sr. Architect <b>PRINTED NAME AND TITLE</b>	T. M. Lippert, President <b>PRINTED NAME AND TITLE</b>	Matthew D. Dukes II, Mayor <b>PRINTED NAME AND TITLE</b>
02/16/2022 <b>DATE</b>	2.16.22 <b>DATE</b>	 <b>DATE</b>



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

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

## Prime Contract Change Order Request #009: 12" OKC Water Main Extension

<b>TO:</b>	Midwest City 100 N. Midwest Blvd. Midwest City, Oklahoma 73110	<b>FROM:</b>	Lippert Bros., Inc. PO Box 17450 2211 E. I-44 Service Road Oklahoma City, Oklahoma 73136-1450
<b>CHANGE ORDER REQUEST NUMBER / REVISION:</b>	009 / 2	<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>STATUS:</b>	Pending - In Review	<b>CREATED BY:</b>	Nick Bench (Lippert Bros., Inc.)
<b>SCHEDULE IMPACT:</b>	110 days	<b>DATE CREATED:</b>	9/8/2021
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	\$378,203.63

CHANGE ORDER REQUEST TITLE: 12" OKC Water Main Extension

**CHANGE ORDER REQUEST DESCRIPTION:**

Provide 2,260 L.F. of 12" Oklahoma City Waterline main extension per the attached water line plan provided by MWC.

**ATTACHMENTS:**

**POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:**

PCO #	Contract Company	Title	Schedule Impact	Amount
009	Midwest City	12" OKC Water Main Extension	110 days	\$378,203.63
			<b>Total:</b>	<b>\$378,203.63</b>

**CHANGE ORDER REQUEST LINE ITEMS:**

**PCO # 009: 12" OKC Water Main Extension**

#	Budget Code	Description	Amount
1	33-33410.S Utilities/H&H.Commitment	H&H Plumbing & Utilities	\$339,230.00
<b>Subtotal:</b>			<b>\$339,230.00</b>
Labor Burden (39.75% Applies to Labor.):			\$0.00
Material Sales Tax (0.00% Applies to Materials.):			\$0.00
Insurance (0.35% Applies to all line item types.):			\$1,187.31
Bonds (1.00% Applies to all line item types.):			\$3,404.17
Overhead and Profit (10.00% Applies to all line item types.):			\$34,382.15
<b>Grand Total:</b>			<b>\$378,203.63</b>

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

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

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

Nick Bench  
Project Manager  
2022.02.14 15:08:27-06'00'

SIGNATURE DATE

Lippert Bros., Inc.

SIGNATURE DATE

SIGNATURE DATE

# H & H Plumbing & Utilities, Inc.

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

Lic. No.  
OK 02653

Sheet ( 1 ) of ( 1 )

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

Labor, materials, staking & equipment to bore under SE 29th per change directive.

**Price Change To install 12" C-900 along 29th st.**

ITEM #	ITEM	UNIT	Qty	PRICE	TOTAL
1	12" C-900 Water Line	EA	2260	85.00	192,100.00
2	Bore Under Creek	EA	90	420.00	37,800.00
3	Rock Bedding	TON	690	45.00	31,050.00
4	12" 45 degree bends	LF	8	890.00	7,120.00
5	12" Mega Lugs	EA	30	160.00	4,800.00
6	6" Mega Lugs	EA	14	100.00	1,400.00
7	12" x 6" MJ Tee	EA	7	1,050.00	7,350.00
8	12" Gate Valve & Box	EA	1	2,880.00	2,880.00
9	12" blowoff	EA	1	2,450.00	2,450.00
10	Fire Hydrant	EA	6	2,950.00	17,700.00
11	Hydrant Riser	EA	6	650.00	3,900.00
12	6" Gave Valve & Box	EA	7	1,450.00	10,150.00
					<b>318,700.00</b>
	Staking				<b>1,450.00</b>
	Hydro Vac				<b>2,500.00</b>
	Trench Safety				<b>2,500.00</b>
	Inspection fees				<b>10,920.00</b>
	Maintenance bonds				<b>3,160.00</b>
					<b>339,230.00</b>

**Scope of Work Excludes**

Sewer & water meter impact fees  
 Payment & performance bonds (If required our rate is 1.44%.)  
 Cost for relocation of any existing utility lines for this installation to go in

**Contract Amount      \$ 339,230.00**

Submitted By: _____	Title: <u>Project Manager</u>	Date: <u>12/20/2021</u>
Accepted By: _____	Title: _____	Date: _____





**Public Works Administration**

**R. Paul Streets, Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)

405-739-1061

**Patrick Menefee, Public Works City Engineer**

[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)

405-739-1062

8730 S.E. 15<sup>th</sup> Street,

Midwest City, Oklahoma 73110

To: Honorable Mayor and Council

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

Date: February 22nd, 2022

Subject: Discussion and consideration of adoption, including any possible amendment of approving Change Order No. 3 to the construction contract with Downey Contracting, LLC for the construction of one 1.75 MG ground (at grade) water storage and a new booster pump station located in the vicinity of Felix Place north of S.E. 15th Street in the amount of \$22,521.15.

The attached change order increases the construction contract agreement amount with Downey Contracting for the Booster Pump Station Project. The existing water mains supplying water to the new facility created a conflict point that caused the rerouting of some of the facility's on site water lines. The cost increase is necessary to supply the additional materials needed to finish the project. The change order will be funded from the Eastside Booster Station Phase One Fund. Project Number 178-4200-480-40-05.

Approval of the change order is at the discretion of the City Council.

Patrick Menefee, P.E.,

Public Works City Engineer

Attachment

Date of Issuance: February 17, 2022  
 Owner: City of Midwest City  
 Contractor: Downey Contracting, LLC  
 Engineer: Garver  
 Project: Booster Pump Station and Storage Tanks

Effective Date: Last date below  
 Owner's Contract No.: N/A  
 Contractor's Project No.: N/A  
 Engineer's Project No.: 19W02410

The Contract is modified as follows upon execution of this Change Order: Increase in contract price  
 Description: Lower existing 14" water line where in conflict with new 16" line using four (4) 14" 45° bends.  
 Change in contract time to be assessed after work associated with this change order is completed.

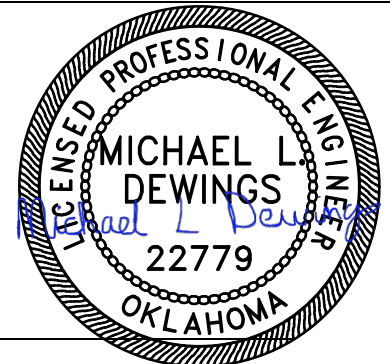
Attachments: *Downey Change Order Proposal*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>5,066,850</u>	Original Contract Times: Substantial Completion: <u>365</u> Ready for Final Payment: <u>365</u> <div style="text-align: right;">days or dates</div>
Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> :  \$ <u>183,745.58</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>--</u> to No. <u>--</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> <div style="text-align: right;">days</div>
Contract Price prior to this Change Order:  \$ <u>5,250,595.58</u>	Contract Times prior to this Change Order: Substantial Completion: <u>365</u> Ready for Final Payment: <u>365</u> <div style="text-align: right;">days or dates</div>
Increase of this Change Order:  \$ <u>22,521.15</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> <div style="text-align: right;">days or dates</div>
Contract Price incorporating this Change Order:  \$ <u>5,273,116.73</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>365</u> Ready for Final Payment: <u>365</u> <div style="text-align: right;">days or dates</div>

<b>RECOMMENDED:</b> By: <u>Michael L Dewings</u> Engineer (if required) Title: <u>Project Manager</u> Date: <u>Digitally Signed 02/17/2022</u>	<b>ACCEPTED:</b> By: _____ Owner (Authorized Signature) Title _____ Date _____	<b>ACCEPTED:</b> By: _____ Contractor (Authorized Signature) Title _____ Date _____
--	--	---

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_



# Downey Contracting, LLC

## CHANGE ORDER PROPOSAL

Project: Midwest City Booster Pump Station and Storage Tank Reconstruction

Date: 1-Dec-21

Description: Lower Existing 14" Water Line Where In Conflict with New 16" Line - Option 1

### DIRECT COSTS

DESCRIPTION	QUANTITY	UNIT	LABOR COST/UNIT	LABOR COST	MAT'L COST/UNIT	MAT'L COST	EQUIP COST/UNIT	EQUIP COST	TOTAL COST
Pipe and Fittings	1	lsum			5803.83	\$ 5,803.83			\$ 5,803.83
Supervision	40	hr	46.25	\$ 1,850.00					\$ 1,850.00
Labor Crew	5	days	1289.00	\$ 6,445.00					\$ 6,445.00
Operator, Trackhoe and Fuel	40	hr		\$ -			135.00	\$ 5,400.00	\$ 5,400.00
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
<b>TOTAL DIRECT COSTS</b>									<b>\$ 19,498.83</b>

### SUBCONTRACTORS

	COST
<b>TOTAL SUBS/SUPPLIERS COSTS</b>	
	<b>\$ -</b>

### INDIRECT COSTS

DESCRIPTION	QUANTITY	UNIT	LABOR RATE	LABOR COST	BURDEN 30%	MAT'L COST/UNIT	MAT'L COST	TOTAL COST
<b>TOTAL INDIRECT COSTS</b>								<b>\$ -</b>

### COST SUMMARY

<b>DIRECT COSTS</b>	<b>\$19,498.83</b>
<b>SUBS/SUPPLIERS</b>	<b>\$0.00</b>
<b>INDIRECT COSTS</b>	<b>\$0.00</b>
<b>SUBTOTAL</b>	<b>\$19,498.83</b>
<b>OVERHEAD @ 10%</b>	<b>\$1,949.88</b>
<b>PROFIT @ 5%</b>	<b>\$1,072.44</b>
<b>GRAND TOTAL</b>	<b>\$22,521.15</b>

APPROVAL
SIGNATURE _____
DATE _____

**\*\*\*Due to current availability of pipe and fittings, this change order requires an additional 30 days be added.**



**Public Works Administration**

**R. Paul Streets, Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)

405-739-1061

**Patrick Menefee, Public Works City Engineer**

[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)

405-739-1062

8730 S.E. 15<sup>th</sup> Street,

Midwest City, Oklahoma 73110

To: Honorable Mayor and Council

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

Date: February 22nd, 2022

Subject: Discussion and consideration of adoption, including any possible amendment of approving Change Order No. 4 to the construction contract with Downey Contracting, LLC for the construction of one 1.75 MG ground (at grade) water storage and a new booster pump station located in the vicinity of Felix Place north of S.E. 15th Street increasing the contract time by 79 days and no additional cost increase.

The attached change order expands the construction contract agreement time with Downey Contracting for the Booster Pump Station Project. Supply chains issues over the past few months has created a time delay and cost increase to materials needed to finish the project.

Approval of the change order is at the discretion of the City Council.

Patrick Menefee, P.E.,

Public Works City Engineer

Attachment

Date of Issuance: January 17, 2022  
 Owner: City of Midwest City  
 Contractor: Downey Contracting, LLC  
 Engineer: Garver  
 Project: Booster Pump Station and Storage Tanks

Effective Date: Last date below  
 Owner's Contract No.: N/A  
 Contractor's Project No.: N/A  
 Engineer's Project No.: 19W02410

The Contract is modified as follows upon execution of this Change Order: Increase in contract time

Description: Extension of contract time due to supply chain manufacturing delays that have directly impacted the critical path of Downey's construction schedule. Additionally, delays due to the lowering of the 14" raw water pipe described in Change Order 3 are included in the time extension as part of this Change Order.

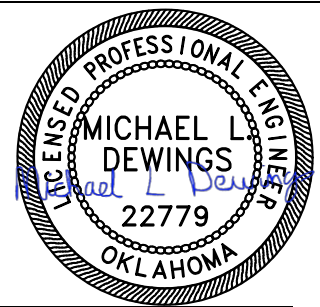
Attachments: *Downey Time Extension Request*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>5,066,850</u>	Original Contract Times: Substantial Completion: <u>365</u> Ready for Final Payment: <u>365</u> days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>3</u> :  \$ <u>250,991.37</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order:  \$ <u>5,317,841.37</u>	Contract Times prior to this Change Order: Substantial Completion: <u>365</u> Ready for Final Payment: <u>365</u> days or dates
Increase of this Change Order:  \$ <u>0</u>	Increase of this Change Order: Substantial Completion: <u>79</u> Ready for Final Payment: <u>79</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>5,317,841.37</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>444</u> Ready for Final Payment: <u>444</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Michael L Dewings</u>	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title _____	Title _____
Date: <u>Digitally Signed 01/17/2022</u>	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_





January 4, 2022

Patrick Menefee, P.E.  
Public Works City Engineer  
City of Midwest City  
8730 S.E. 15<sup>th</sup> Street  
Midwest City, OK 73110

RE: Midwest City Booster Pump Station and Storage Tank – Request for Time Extension Change Order

Mr. Menefee:

Downey Contracting, LLC respectfully requests a written change order for an additional 79 calendar days to amend the original completion date of the Midwest City Booster Pump Station and Storage Tank from February 9, 2022 to a revised completion date of April 29, 2022. This request was originally submitted by Downey on December 21, 2021, after Downey received notification of delays of certain material deliveries due to the nationwide supply chain shortages. As outlined in the attached schedule, several of these critical items were expected to be delivered December 1, 2021 and have been delayed due to supply chain manufacturing issues that are beyond our control. The impact of these delays directly affect the critical path of our schedule and the overall completion. In addition, a recent change order of lowering the existing 14" water line which was submitted on December 1, 2021, also accounted for a portion of additional days to complete this added scope of work to our contract. Also, there is currently an outstanding RFI related to the chemical line pull box that could impact the overall schedule depending on the response to this RFI. Please feel free to contact me if you have any additional questions.

Respectfully,

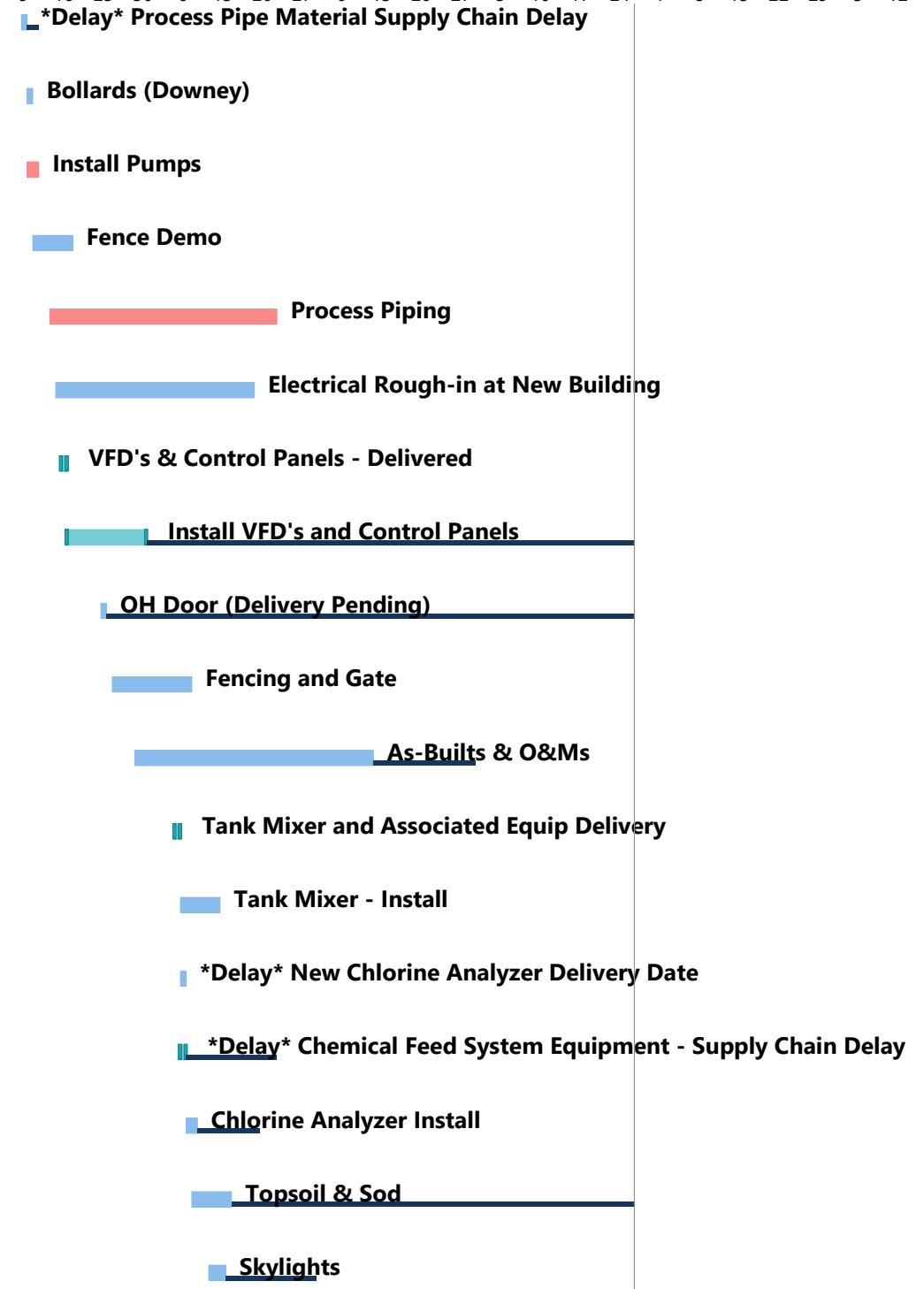
A handwritten signature in black ink, appearing to read "Day Zimbelman", is written over a horizontal line.

Day Zimbelman  
Project Manager

ID	Task Mode	Task Name	Duration	Start	Finish	Dec '21	Jan '22	Feb '22	Mar '22	Apr '22	May '22	Jun '22
						21 28 5 12 19 26	2 9 16 23 30 6 13 20	27 6 13 20 27 3 10 17 24	1 8 15 22 29 5 12			
9		Expected VFD's & Control Panels Delivery	0 days	Wed 12/1/21	Wed 12/1/21							<b>Expected VFD's &amp; Control Panels Delivery</b>
19		Expected Process Pipe Material Delivery	0 days	Wed 12/1/21	Wed 12/1/21							<b>Expected Process Pipe Material Delivery</b>
20		Expected Vertical Turbine Pump Delivery	0 days	Wed 12/1/21	Wed 12/1/21							<b>Expected Vertical Turbine Pump Delivery</b>
35		Expected Chlorine Analyzer Delivery	0 days	Wed 12/1/21	Wed 12/1/21							<b>Expected Chlorine Analyzer Delivery</b>
38		Expected Chemical Feed System Delivery	0 days	Wed 12/1/21	Wed 12/1/21							<b>Expected Chemical Feed System Delivery</b>
4		Brick veneer	15 days	Mon 12/20/21	Fri 1/7/22							<b>Brick veneer</b>
25		Building Painting - Interior Walls & Roof Structure	15 days	Tue 12/28/21	Mon 1/17/22							<b>Building Painting - Interior Walls &amp; Roof Structure</b>
1		RFI Location to tie in Chemical Feed lines	7 days	Wed 12/29/21	Thu 1/6/22							<b>RFI Location to tie in Chemical Feed lines</b>
6		Concrete Paving & Sidewalks (Connelly)	8 days	Mon 1/3/22	Wed 1/12/22							<b>Concrete Paving &amp; Sidewalks (Connelly)</b>
14		Gas line for generator (Alliance Plumbing)	3 days	Mon 1/3/22	Wed 1/5/22							<b>Gas line for generator (Alliance Plumbing)</b>
15		Pour Generator Pad	4 days	Thu 1/6/22	Tue 1/11/22							<b>Pour Generator Pad</b>
2		3/8 SHP within 4" carrier (Delivery Pending)	7 days	Fri 1/7/22	Mon 1/17/22							<b>3/8 SHP within 4" carrier (Delivery Pending)</b>
3		5 ea 2'x2' pull boxes	7 days	Fri 1/7/22	Mon 1/17/22							<b>5 ea 2'x2' pull boxes</b>
5		Metal Roofing, Gutters & Downspout	3 days	Mon 1/10/22	Wed 1/12/22							<b>Metal Roofing, Gutters &amp; Downspout</b>
17		Doors & Hardware	2 days	Mon 1/10/22	Tue 1/11/22							<b>Doors &amp; Hardware</b>
29		Concrete Pad at Tank Mixer	4 days	Mon 1/10/22	Thu 1/13/22							<b>Concrete Pad at Tank Mixer</b>
16		Generator (Libra)	1 day	Wed 1/12/22	Wed 1/12/22							<b>Generator (Libra)</b>
21		*Delay* Vertical Turbine Pump Delivery Supply Chain Delay	1 day	Wed 1/12/22	Wed 1/12/22							<b>*Delay* Vertical Turbine Pump Delivery Supply Chain Delay</b>

Project: 12-29 Closeout Schedu Date: Mon 1/3/22	Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
	Split		Inactive Milestone		Manual Summary		Deadline		Slack	
	Milestone		Inactive Summary		Start-only		Critical			
	Summary		Manual Task		Finish-only		Critical Split			
	Project Summary		Duration-only		External Tasks		Progress			

ID	Task Mode	Task Name	Duration	Start	Finish	Dec '21	Jan '22	Feb '22	Mar '22	Apr '22	May '22	Jun '22
						21 28 5 12 19 26	2 9 16 23 30 6 13 20 27 6 13 20 27 3 10 17 24					
22		*Delay* Process Pipe Material Supply Chain Delay	1 day	Wed 1/12/22	Wed 1/12/22							
7		Bollards (Downey)	1 day	Thu 1/13/22	Thu 1/13/22							
23		Install Pumps	2 days	Thu 1/13/22	Fri 1/14/22							
8		Fence Demo	5 days	Fri 1/14/22	Thu 1/20/22							
24		Process Piping	30 days	Mon 1/17/22	Fri 2/25/22							
26		Electrical Rough-in at New Building	25 days	Tue 1/18/22	Mon 2/21/22							
10		VFD's & Control Panels - Delivered	1 day	Wed 1/19/22	Wed 1/19/22							
11		Install VFD's and Control Panels	10 days	Thu 1/20/22	Wed 2/2/22							
18		OH Door (Delivery Pending)	1 day	Wed 1/26/22	Wed 1/26/22							
12		Fencing and Gate	10 days	Fri 1/28/22	Thu 2/10/22							
49		As-Builts & O&Ms	30 days	Tue 2/1/22	Mon 3/14/22							
30		Tank Mixer and Associated Equip Delivery	1 day	Tue 2/8/22	Tue 2/8/22							
33		Tank Mixer - Install	5 days	Wed 2/9/22	Tue 2/15/22							
36		*Delay* New Chlorine Analyzer Delivery Date	1 day	Wed 2/9/22	Wed 2/9/22							
39		*Delay* Chemical Feed System Equipment - Supply Chain Delay	1 day	Wed 2/9/22	Wed 2/9/22							
37		Chlorine Analyzer Install	2 days	Thu 2/10/22	Fri 2/11/22							
13		Topsoil & Sod	5 days	Fri 2/11/22	Thu 2/17/22							
42		Skylights	3 days	Mon 2/14/22	Wed 2/16/22							



Project: 12-29 Closeout Schedu  
Date: Mon 1/3/22

Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline		Slack	
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			



ID	Task Mode	Task Name	Duration	Start	Finish	Dec '21	Jan '22	Feb '22	Mar '22	Apr '22	May '22	Jun '22
						21 28 5 12 19 26	2 9 16 23 30 6	13 20 27 6 13 20	27 3 10 17 24	1 8 15 22 29	5 12	
27		Electrical Prep Work at Existing Station	5 days	Tue 2/15/22	Mon 2/21/22					<b>Electrical Prep Work at Existing Station</b>		
34		Hot Box & Booster Pump for Tank Mixer - Install	5 days	Wed 2/16/22	Tue 2/22/22					<b>Hot Box &amp; Booster Pump for Tank Mixer - Install</b>		
31		Piping for Tank Mixer & Chlorine Analyzer	7 days	Wed 2/23/22	Thu 3/3/22					<b>Piping for Tank Mixer &amp; Chlorine Analyzer</b>		
28		Process Pipe Painting & Coatings	5 days	Mon 2/28/22	Fri 3/4/22					<b>Process Pipe Painting &amp; Coatings</b>		
40		Chemical Feed System (Hypochlorite) - Install Equip & Piping	15 days	Mon 2/28/22	Fri 3/18/22					<b>Chemical Feed System (Hypochlorite) - Install</b>		
32		Rack for Control Cabinets at Tank Mixer	2 days	Fri 3/4/22	Mon 3/7/22					<b>Rack for Control Cabinets at Tank Mixer</b>		
43		HVAC	5 days	Mon 3/7/22	Fri 3/11/22					<b>HVAC</b>		
44		Plumbing	5 days	Mon 3/14/22	Fri 3/18/22					<b>Plumbing</b>		
41		Existing Pump Station Electrical Switch Over	0 days	Fri 3/18/22	Fri 3/18/22					<b>Existing Pump Station Electrical Switch Over</b>		
45		Acoustical Ceiling	5 days	Mon 3/21/22	Fri 3/25/22					<b>Acoustical Ceiling</b>		
48		Controls & Instrumentation	10 days	Mon 3/21/22	Fri 4/1/22					<b>Controls &amp; Instrumentation</b>		
46		Rubber Base	4 days	Mon 3/28/22	Thu 3/31/22					<b>Rubber Base</b>		
47		VCT Floor	4 days	Mon 3/28/22	Thu 3/31/22					<b>VCT Floor</b>		
50		Startup & Commissioning	10 days	Mon 4/4/22	Fri 4/15/22					<b>Startup &amp; Commissioning</b>		
51		Punch List	10 days	Mon 4/18/22	Fri 4/29/22					<b>Punch List</b>		

Project: 12-29 Closeout Schedu Date: Mon 1/3/22	Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress
	Split		Inactive Milestone		Manual Summary		Deadline		Slack
	Milestone		Inactive Summary		Start-only		Critical		Critical Split
	Summary		Manual Task		Finish-only		Critical Split		Critical Split
	Project Summary		Duration-only		External Tasks		Progress		Progress



**Public Works Administration**

8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

**Public Works Director**

[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)

(405) 739-1061

**Public Works City Engineer**

[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)

(405) 739-1062

[www.midwestcityok.org](http://www.midwestcityok.org)

**Memorandum**

To: Honorable Mayor and City Council

From: R. Paul Streets, Public Works Director

Date: February 22, 2022

Subject: Discussion and consideration for adoption, including any possible amendment of, entering into a sole source contract with CNG Solutions to complete the second phase or expansion of the Compressed Natural Gas (CNG) filling station located at Public Works, 8730 SE 15<sup>th</sup> St. for a total cost of \$415,656.

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Over the last several years, monies have been budgeted for the second phase, or expansion, of the CNG station located at Public Works, 8730 SE 15<sup>th</sup> St. The vendor, CNG Solutions, who constructed the first phase of the project, is the sole source provider for the necessary equipment to expand the existing fueling station and slow fill system for a total cost of \$415,656 which has been approved, budget for fiscal year 21-22. CNG Solutions, and its owner Robert Campbell, have been a fantastic partner as we have worked through adversity waiting to fund the second phase and we have full confidence in his ability to do the work as well as provide long-term support for the infrastructure.

Respectfully,

R. Paul Streets  
Public Works Director

**SOLE SOURCE AGREEMENT**  
**between**  
**CNG SOLUTIONS, LLC**  
**And**  
**THE CITY OF MIDWEST CITY**

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

**WITNESSETH:**

**WHEREAS, City** is in need of the following goods and purchase and installation of a second compressor skid, similar to the current compressor skid onsite, a Sauer 75 horsepower compressor block, with a Regenerative Dryer, six (6) CNG Hose Drops and five (5) CNG Hose Retractors; and

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

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

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

**WHEREAS, Provider**, is the sole source and provider of the goods and services needed by the **City**, see the sole source letters, attached hereto as “**Attachment A**” and “**Attachment B;**” and

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

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

**SOLE SOURCE AGREEMENT**  
**between**  
**CNG SOLUTIONS, LLC**  
**And**  
**THE CITY OF MIDWEST CITY**

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**1. INDEPENDENT CONTRACTOR STATUS**

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

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

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

**SOLE SOURCE AGREEMENT**  
**between**  
**CNG SOLUTIONS, LLC**  
**And**  
**THE CITY OF MIDWEST CITY**

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**2. RETENTION OF PROVIDER AND SCOPE OF SERVICES**

A. **Provider** is solely responsible for the actions, non-action, omissions, and performance of **Provider's** employees, agents, contractors, and subcontractors (herein collectively included in the term "Provider's Project Team") and to ensure the timely completion of the Project. The Project and time frame shall consist of:

Purchase and installation of:

- i. Sauer WP4351, 75 HP, 4 stage, 4-cylinder block, Complete Skid;
- ii. Control system for the Sauer WP4351 compressor;
- iii. Controls to tie the two compressors together where they will communicate; and
- iv. Dryer, Xebec Manual Regenerative Dryer, STR24NGX-3S-150A-480 Single Tower;
- v. Six (6) CNG Hose Drops, including Structural Attachments and Connections to the existing Slow Fill System; and
- vi. Five (5) CNG Hose Retractors, that replace the existing retractors.

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

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

**SOLE SOURCE AGREEMENT**  
**between**  
**CNG SOLUTIONS, LLC**  
**And**  
**THE CITY OF MIDWEST CITY**

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**3. CONSIDERATION**

A. The **City** shall pay the **Provider** the compensation after work is completed on each of the items listed in paragraph (2)(A) above. Total compensation for the Project shall be Four Hundred and Fifteen Thousand, Six Hundred and Fifty Six Dollars (\$415,656.00).

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

C. **Provider** may bill the **City** monthly after work is completed on each of the items listed in paragraph (2)(A) above. **Provider** may issue an individual invoice upon completion of the work on each item. **Provider** shall only issue an invoice for work completed. **City** shall have thirty (30) days to pay the invoice. The total amount of invoices issued shall not exceed the total maximum compensation of Four Hundred and Fifteen Thousand, Six Hundred and Fifty Six Dollars (\$415,656.00).

**4. INDEPENDENT CONTRACTOR STATUS**

The parties hereby acknowledge and covenant that:

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

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

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

B. The **CITY** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any

**SOLE SOURCE AGREEMENT**  
**between**  
**CNG SOLUTIONS, LLC**  
**And**  
**THE CITY OF MIDWEST CITY**

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compensation paid to **Provider** as **Provider** is an independent contractor and the members of its **Provider's Team**, assigned to work on the Project for the **City** are not employees of the **City**. Any such taxes, if due, are the responsibilities of **Provider** and will not be charged to the **City**.

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

**5. TERM, TERMINATION AND STOP WORK**

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

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

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

2. Upon payment for products or services fully performed and accepted, **Provider** shall deliver to the **City** all licenses, work, products, deliverables, solutions, communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **City**, the **City** shall pay **Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the "not to exceed" amounts set out in this **Agreement**.

**SOLE SOURCE AGREEMENT**  
**between**  
**CNG SOLUTIONS, LLC**  
**And**  
**THE CITY OF MIDWEST CITY**

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

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

C. Upon notice to **Provider**, the **City** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Provider** under this **Agreement**. In the event the **City** issues a stop work order to **Provider**, the **City** will provide a copy of such stop work order to the **Provider**. Upon receipt of a stop work order issued from the **City**, the **Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **City** in the stop work order. Upon notice to the **Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **City**, without cause and without cost to the **City**; provided however, the



**SOLE SOURCE AGREEMENT**  
**between**  
**CNG SOLUTIONS, LLC**  
**And**  
**THE CITY OF MIDWEST CITY**

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**Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

**D. Obligation upon Termination for *Convenience*.**

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

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

**6. WARRANTIES**

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

B. During the term of this **Agreement**, the **City's** initial remedy for any breach of the above warranty shall be to permit **Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **City**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this

**SOLE SOURCE AGREEMENT**  
**between**  
**CNG SOLUTIONS, LLC**  
**And**  
**THE CITY OF MIDWEST CITY**

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**Agreement** within thirty (30) calendar days of the original performance date, the **City** shall be entitled to recover, should the **City** so determine to be in their best interest, any fees paid to the **Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **City**. Should the **Provider** fail to reimburse the **City** within thirty (30) calendar days of demand, the **City** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

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

## **7. INSURANCE**

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

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

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

**SOLE SOURCE AGREEMENT**  
**between**  
**CNG SOLUTIONS, LLC**  
**And**  
**THE CITY OF MIDWEST CITY**

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

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

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

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

## **8. INDEMNIFICATION**

A. **Provider** agrees to indemnify, defend, and hold harmless the **City** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Provider**,

**SOLE SOURCE AGREEMENT**  
**between**  
**CNG SOLUTIONS, LLC**  
**And**  
**THE CITY OF MIDWEST CITY**

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its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Provider** must give the **City** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **City**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **City** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

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

## **9. CONFIDENTIALITY**

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

## **10. NOTICES**

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

**SOLE SOURCE AGREEMENT**  
**between**  
**CNG SOLUTIONS, LLC**  
**And**  
**THE CITY OF MIDWEST CITY**

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

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

CNG Solutions, LLC  
1309 Salem Ave.  
Edmond, OK 73003

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

**11. ABIDES BY LAW**

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

**12. ASSIGNMENT AND SUBLEASE**

**Provider** may not assign or sublease its interest under this **Agreement** without the prior written consent of the **City**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **City**. The **City** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **City**. Upon approval of such assignment or sublease, **Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **City** shall be provided with a copy

**SOLE SOURCE AGREEMENT**  
**between**  
**CNG SOLUTIONS, LLC**  
**And**  
**THE CITY OF MIDWEST CITY**

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of each written sublease agreement, and all amendments thereto, entered into by **Provider** within forty-five (45) days after the entering into of same.

**13. COMPLETE AGREEMENT AND AMENDMENT**

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

**14. TIME OF ESSENCE**

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

**15. MULTIPLE ORIGINALS**

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

**16. ANTI-COLLUSION**

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

**17. BREACH AND DEFAULT**

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

**SOLE SOURCE AGREEMENT**  
**between**  
**CNG SOLUTIONS, LLC**  
**And**  
**THE CITY OF MIDWEST CITY**

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contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

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

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

## **18. THIRD PARTY BENEFICIARIES**

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

## **19. VENUE AND CHOICE OF LAW**

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

## **20. VALIDITY**

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

**SOLE SOURCE AGREEMENT**  
**between**  
**CNG SOLUTIONS, LLC**  
**And**  
**THE CITY OF MIDWEST CITY**

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**21. NO WAIVER**

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

**22. NO EXTRA WORK**

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

**23. AMENDMENT**

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

**24. EFFECTIVE DATE**

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

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**SOLE SOURCE AGREEMENT**  
**between**  
**CNG SOLUTIONS, LLC**  
**And**  
**THE CITY OF MIDWEST CITY**

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

**Provider:** CNG Solutions, LLC

By: \_\_\_\_\_

Name: Robert Campbell

Title: \_\_\_\_\_

*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]*

**SOLE SOURCE AGREEMENT**  
**between**  
**CNG SOLUTIONS, LLC**  
**And**  
**THE CITY OF MIDWEST CITY**

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**APPROVED** by the Council and **SIGNED** by the Mayor of The City of Midwest City this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**THE CITY OF MIDWEST CITY**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
SARA HANCOCK, CITY CLERK

**REVIEWED** for form and legality.

\_\_\_\_\_  
DONALD D. MAISCH, CITY ATTORNEY

ATTACHMENT A

January 21 2022

Sauer Compressors USA  
245 Log Canoe Circle  
Stevensville, MD 21666

Midwest City  
100 N Midwest Boulevard  
Midwest City, OK 73110

To Whom It May Concern,

Regarding the CNG fuel station expansion project for the City of Midwest City Oklahoma, CNG Solutions, LLC. is Sauer Compressors' sole Partner for all CNG fill station applications within the state of Oklahoma. To date, all CNG compressors sold in Oklahoma have been sold through CNG Solutions, LLC.

Furthermore, due to our block and motor scope of supply, only CNG Solutions, LLC can supply a package that is a replica of the compressor package currently onsite at 8730 SE 15<sup>th</sup> Street facility.

Sincerely,



David Swartz  
Gulf Coast Sales Manager  
Sauer Compressors USA

**ATTACHMENT B**

January 24, 2022

City of Midwest City

Midwest City, Oklahoma

To Whom it may concern:

CNG Solutions is the sole authorized representative for ATRON Group CNG products in Oklahoma and Arkansas. Our representative is Robert Campbell (CNG Solutions). Should anyone have questions concerning ATRON Group or their relationship with CNG Solutions, please feel free to contact me at the email or phone numbers below.

Regards,

**Steve Wright**

Director of Engineering & Technical Services

D: 214.623.5980

O: 214.292.9840

F: 214.292.9845

ATRON Group LLC  
9125 Viscount Row  
Dallas, TX 75247

“A pessimist sees the difficulty in every opportunity; an optimist sees the opportunity in every difficulty.”

— [Winston Churchill](#)



Assemble**Tronics**



ATron**CS**



Motor**Starters**



Standard**Controls**



Standard**Fab**



214.292.9840  
214.292.9845



[in](#) [yt](#) [tw](#) [f](#)  
[www.atrongroup.com](http://www.atrongroup.com)



9125 Viscount Row  
Dallas, Texas 75247



**Public Works Administration**

**R. Paul Streets,**  
**Public Works Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
405-739-1061

**Patrick Menefee,**  
**City Engineer of Public Works**  
[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)  
405-739-1062  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: 22 February 2022

Subject: Discussion and consideration for adoption, including any possible amendment of, approving a proposal from Paddock Enterprises, Inc. for installation of replacement of existing swimming pool filters, in the amount of \$85,138.00.

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Paddock Enterprises, Inc. has submitted a proposal for installation and replacement of the existing swimming pool filters, in the amount of \$85,138.00 that will be funded with a supplemental appropriation into project number 742201 in account number 045-7410-452.40-02.

Action is at the discretion of the Mayor and Council.

R. Paul Streets  
Public Works Director

Attachment: Quote from Paddock Enterprises.



January 31, 2022

Steven Bray, Facilities Supervisor  
City of Midwest City  
8730 S.E. 15<sup>th</sup> Street  
Midwest City, OK 73110

RE: Swimming Pool Filters

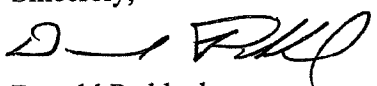
Dear Mr. Bray,

This proposal is for replacement of the existing swimming pool filters. This proposal includes the following items of work:

1. Installation of two - 96" hi-rate filters (NSF approved) with media. (filter tanks and media are to be provided by owner) Replacement of four eight inch butterfly valves and one three inch butterfly valve.
2. Two existing filter tanks with media will be removed and hauled off.
3. Filters will have eight inch flanged connections, including replacement of four, eight inch and one three inch butterfly valves with locking handles. Piping or fittings will not be replaced. Filters will be removed and new filters will be installed, bolting up to existing system. Any piping repairs or replacement needed will be extra to this proposal.
4. Installation of new influent and effluent gauges.
5. Painting of new filter system.
6. Color coding with directional flow arrows.

At this time the filter delivery date is the first week in May. We will confirm delivery date after receipt of order. We assume if order is received Monday the delivery date will not change.

This proposal is offered for the sum of Eighty Five Thousand One Hundred Thirty Eight Dollars (\$85,138.00). This proposal is valid for 14 days from the above date. Please sign below indicating acceptance and return one signed copy to our office. Please call if you have any questions.

Sincerely,  


Donald Paddock  
PADDOCK ENTERPRISES, INC.

APPROVED AND ACCEPTED (\$85,138.00):  
CITY OF MIDWEST CITY, OK.

\_\_\_\_\_  
(Owner or owner's agent)

\_\_\_\_\_  
(Date)



**Public Works Administration**

**R. Paul Streets, Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)

405-739-1061

**Patrick Menefee, Public Works City Engineer**

[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)

405-739-1062

8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

To: Honorable Mayor and Council

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

Date: February 22nd, 2022

Subject: Discussion and consideration of adoption, including any possible amendment of the acceptance of maintenance bonds from Klassic Tap, L.L.C. in the amount of \$25,000.00, respectively.

The one year maintenance bonds from Klassic Tap, L.L.C. are for the water line improvements constructed along North King Avenue.

Acceptance is at the discretion of the council.

Patrick Menefee, P.E.,

Public Works City Engineer

Attachment



# Western Surety Company

## MAINTENANCE BOND

Bond Number: 65697280

KNOW ALL PERSONS BY THESE PRESENTS, That we Klassic Tap LLC of 142 Folsom Dr, Mcloud, OK 74851, hereinafter referred to as the Principal, and Western Surety Company, as Surety, are held and firmly bound unto City of Midwest City of 100 N. Midwest Blvd., Midwest City, OK 73110, hereinafter referred to as the Obligee, in the sum of Twenty-Five Thousand and 00/100 Dollars (\$ 25,000.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the City of Midwest City dated \_\_\_\_\_, for Water Line For Fire Hydrant.

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of One (1) year(s) after approval of the final estimate on said job, by the owner, against all defects in workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on December 2, 2021

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of One (1) year(s) from and after December 2, 2021 then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 11th day of December, 2021.

Klassic Tap LLC  
(Principal)  
By [Signature] (Seal)

Western Surety Company  
(Surety)  
By [Signature] (Seal)  
Brian Russell Little Attorney-in-Fact



# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 65697280

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Brian Russell Little

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Klassic Tap LLC

Obligee: City of Midwest City

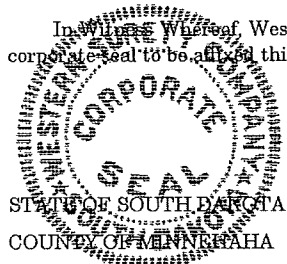
Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 65697280 is not issued on or before midnight of December 3, 2022, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 11th day of December, 2021.



WESTERN SURETY COMPANY  
Paul T. Bruflat  
Paul T. Bruflat, Vice President

On this 11th day of December, in the year 2021, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



M. Bent  
Notary Public - South Dakota

My Commission Expires March 2, 2026

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 11th day of December, 2021.

WESTERN SURETY COMPANY  
Paul T. Bruflat  
Paul T. Bruflat, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

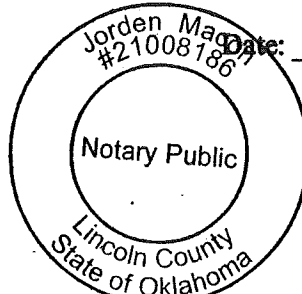
**OWNER'S AFFIDAVIT OF ACCEPTANCE & CONTRACTOR'S LIEN WAIVER**

PROJECT NAME: The Eulene  
PROJECT LOCATION: 329 N. KING AVE  
TYPE OF CONSTRUCTION: \_\_\_\_\_

**OWNER'S AFFIDAVIT OF ACCEPTANCE**

I, the undersigned, hereby certify that the above construction was performed in an acceptable manner satisfactory to the owner of the above project and certify the cost of such project is \$ 12,730.00 less the City of Midwest City, Engineering Division Inspection Fees.

By [Signature]  
OWNER



Date: 1-5-22

STATE OF OK  
COUNTY OF Lincoln )  
  )ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 5 day of January, 2022 personally appeared STACY DEEN, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 6-30-2024

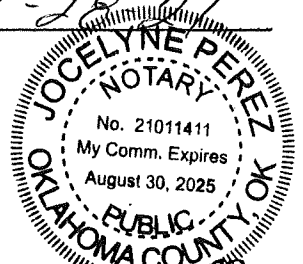
[Signature]  
NOTARY PUBLIC

**CONTRACTOR'S LIEN WAIVER**

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

By [Signature]  
CONTRACTOR

Date: 12-28-21



STATE OF Oklahoma  
COUNTY OF Oklahoma )  
  )ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 28 day of December, 2021, personally appeared RIN Spellman, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: August 30, 2025

[Signature]  
NOTARY PUBLIC



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  
Manager  
COMPREHENSIVE PLANNER  
Petya Stefanoff, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Phillip Condreay, Building Official

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TO : Honorable Mayor and Council

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

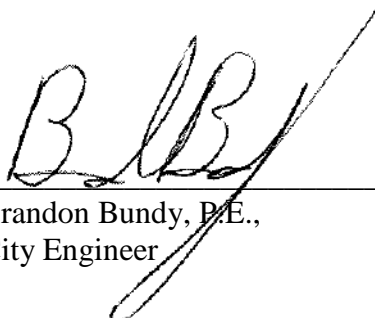
DATE : February 22<sup>nd</sup>, 2022

SUBJECT : Discussion and consideration of, including any possible amendment, accepting a Grant of Permanent Easement from Baker Investment Group, LLC across a certain parcel of land located within the corporate boundaries of Midwest City, in the Northwest Quarter (NW/4) of Section One (1), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Approximate address of parcel providing easement is 208 S Douglas Boulevard.

---

This easement is being given to the City in return for the ability of the developer to run a public waterline extension to serve their new development located at 208 S Douglas Boulevard.

Staff recommends accepting the Permanent Easement.



---

Brandon Bundy, P.E.,  
City Engineer

Attachment

PERMANENT EASEMENT


KNOW ALL MEN BY THESE PRESENTS:

That Baker Investment Group, LLC for and in consideration of the sum of one dollar (\$1.00), receipt of which is hereby acknowledged, do hereby grant and convey unto the City of Midwest City, a municipal corporation, and the Midwest City Public Works Authority a permanent easement over and across the following described lots or parcels of land, lying and situated in Oklahoma County, State of Oklahoma, to wit:

See Exhibit "A"

for the purposes of constructing and maintaining sanitary sewers, water lines, storm sewers and drainage facilities, and such other public utilities as may be necessary from time to time, with right of ingress and egress.

Said grantor(s) hereby covenant and warrant that at the time of the delivery of these presents Baker Investment Group, LLC the owner(s) of the above described premises in fee simple, and that the same is free and clear of all lines and claims whatsoever and that Baker Investment Group, LLC will defend the same unto the said City of Midwest City and the Midwest City Public Works Authority, its officers, agents, and employees, or anyone acting in its behalf forever.

Signed and delivered this 19<sup>th</sup> day of January, 2022.  
  
\_\_\_\_\_  
Rod Baker, manager

STATE OF OKLAHOMA     )  
  )     SS  
COUNTY OF OKLAHOMA    )

BE IT REMEMBERED, That on this 19<sup>th</sup>, day of January A.D., 2022, before me, a Notary Public, in and for said County Oklahoma and State, Personally appeared Rod Baker to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the purposes therein set forth.



IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My Commission Expires: 2-11-25

Debbie McComas  
NOTARY PUBLIC

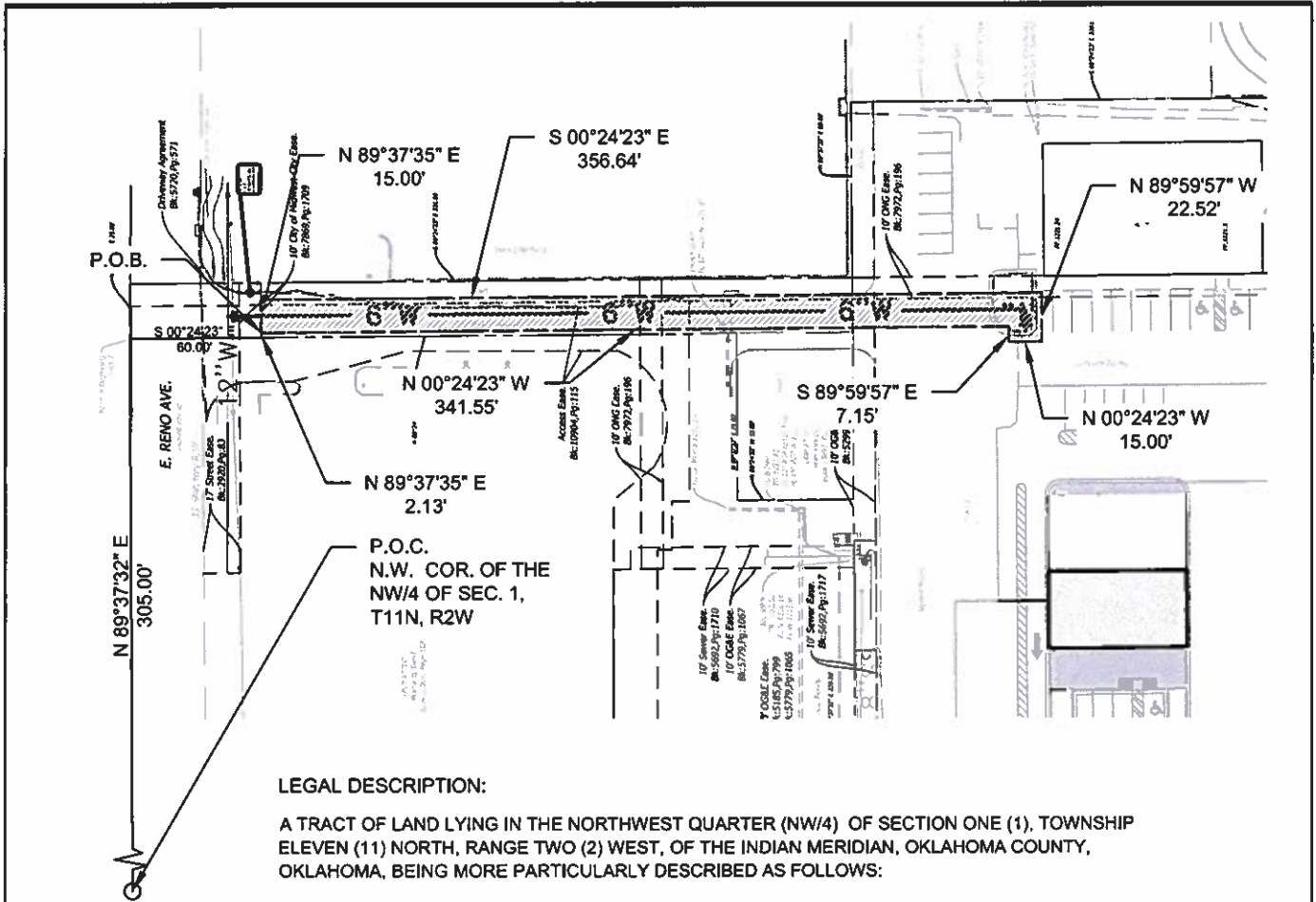
Accepted by the City Council this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

\_\_\_\_\_  
CITY CLERK

Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

\_\_\_\_\_  
CITY ATTORNEY

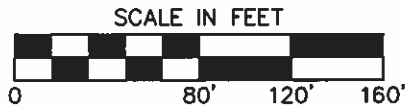
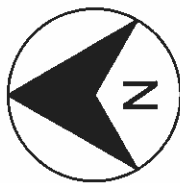
# ESMT. EXHIBIT 'A'



**LEGAL DESCRIPTION:**

A TRACT OF LAND LYING IN THE NORTHWEST QUARTER (NW/4) OF SECTION ONE (1), TOWNSHIP ELEVEN (11) NORTH, RANGE TWO (2) WEST, OF THE INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1;  
 THENCE, N 89° 37' 32" E A DISTANCE OF 305.00 FEET;  
 THENCE, S 00° 24' 23" E A DISTANCE OF 60.00 FEET;  
 THENCE, N 89° 37' 35" E A DISTANCE OF 2.13 FEET TO THE POINT OF BEGINNING;  
 THENCE, N 89° 37' 35" E FOR A DISTANCE OF 15.00 FEET;  
 THENCE, S 00° 24' 23" E FOR A DISTANCE OF 356.64 FEET;  
 THENCE, N 89° 59' 57" W FOR A DISTANCE OF 22.52 FEET;  
 THENCE, N 00° 24' 23" W FOR A DISTANCE OF 15.00 FEET;  
 THENCE, S 89° 59' 57" E FOR A DISTANCE OF 7.15' FEET;  
 THENCE, N 00° 24' 23" W FOR A DISTANCE OF 341.55 FEET TO THE POINT OF BEGINNING.



OK CA 5864  
 EXP. 08/30/22



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  
Manager  
COMPREHENSIVE PLANNER  
Petya Stefanoff, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Phillip Condreay, Building Official

---

TraTO : Honorable Mayor and Council

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

DATE : February 22<sup>nd</sup>, 2022

SUBJECT : Discussion and consideration of approving and entering, including any amendment thereto, into a project agreement for Federal-aid Project Number STPG-255F(563)AG, State Job Number 35922(04)(05)(06)(07), with the Oklahoma Department of Transportation (ODOT) to receive \$786,920 in construction federal funds for Signal Phase 4; improving 7 signals.

---

Federal funds were granted through the ACOG STP-UZA funding program to improve 7 signals in Midwest City. ODOT now requests that all federal projects have executed agreements soon after award; early on in the design process.

This project is estimated to bid winter 2022/2023 with construction beginning in spring of 2023. Construction of the project is 100% federally funded up to a cap of \$786,920. The attached agreement references design 35922(05), right-of-way 35922(06), and utilities 35922(07). Those portions will be completed with City funds in order to receive the construction funding.

Design for the project is currently being done by Lee Engineering budgeted as project #692201.

Staff recommends approval.

---

Brandon Bundy, P.E.,  
City Engineer

Attachment

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

MWC: CITY WIDE TRAFFIC SIGNALS 100% SAFETY CAPPED

**Project No.: STPG-255F(563)AG**

**State Job No.: 35922(04)(05)(06)(07)**

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

**WITNESSETH**

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

Project Type	Div.	County	JP No	Project No.	Work Type	Description
STBG-UZA	04	OKLAHOMA	35922(04)	STPG-255F(563)AG	Traffic Signals	MWC: CITY WIDE TRAFFIC SIGNALS 100% SAFETY CAPPED

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

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

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

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

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



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

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

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

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

## **SECTION 1: PROJECT AGREEMENT**

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

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

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

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

## **SECTION 2: ENGINEERING RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

### **SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION**

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

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

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

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

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

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

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

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

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

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

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

3.10 The Sponsor agrees to;

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

**SECTION 4: FUNDING SUMMARY**

4.1 The Department and the Sponsor agree that the project will be financed at a not-to-exceed, ACOG total estimated cost of **\$786,920.00**, as described below:

FUNDING SOURCE =>			STBG-UZA		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
35922(05)	Design -					
35922(06)	Right-of-Way -					
35922(07)	Utilities -					
35922(04)	Construction - (With 6% Inspection)	\$786,920	100 up to a limit of	\$786,920	Remainder	
<b>Total</b>		<b>\$786,920</b>	<b>Total=&gt;</b>	<b>\$786,920</b>	<b>Total=&gt;</b>	

4.2 Furthermore, the Department and the Sponsor agree that actual STBG-UZA costs incurred by project phases (**JP 35922(04,05,06,07)**) may exceed initial estimates. Costs

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

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

## **SECTION 5: CONSTRUCTION RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

## **SECTION 6: NON-DISCRIMINATION CLAUSE**

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

1) **Compliance with Regulations:**

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

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

2) **Nondiscrimination:**

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

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

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

4) **Information and Reports:**

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

5) **Sanctions for Noncompliance:**

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

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

6) **Incorporation of Provisions:**

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

## **SECTION 7:           TERMINATION**

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

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

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

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

#### **SECTION 8: GOVERNING LAW AND VENUE**

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

#### **SECTION 9: DISPUTE RESOLUTION**

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

#### **SECTION 10: PRIOR UNDERSTANDINGS**

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

#### **SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT**

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

**SECTION 12: RECORDS**

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

**SECTION 13: HEADINGS**

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

**SECTION 14: BINDING EFFECTS**

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

**SECTION 15: SEVERABILITY**

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

**SECTION 16: EFFECTIVE DATE**

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

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

The Sponsor, \_\_\_\_\_ on this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, and the Department on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

THE CITY OF MIDWEST CITY

APPROVED AS TO FORM  
AND LEGALITY

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Attest: City Clerk

(SEAL): Approved – THE CITY OF  
MIDWEST CITY

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

\_\_\_\_\_  
Local Government Division Manager

\_\_\_\_\_  
Director of Capital Programs

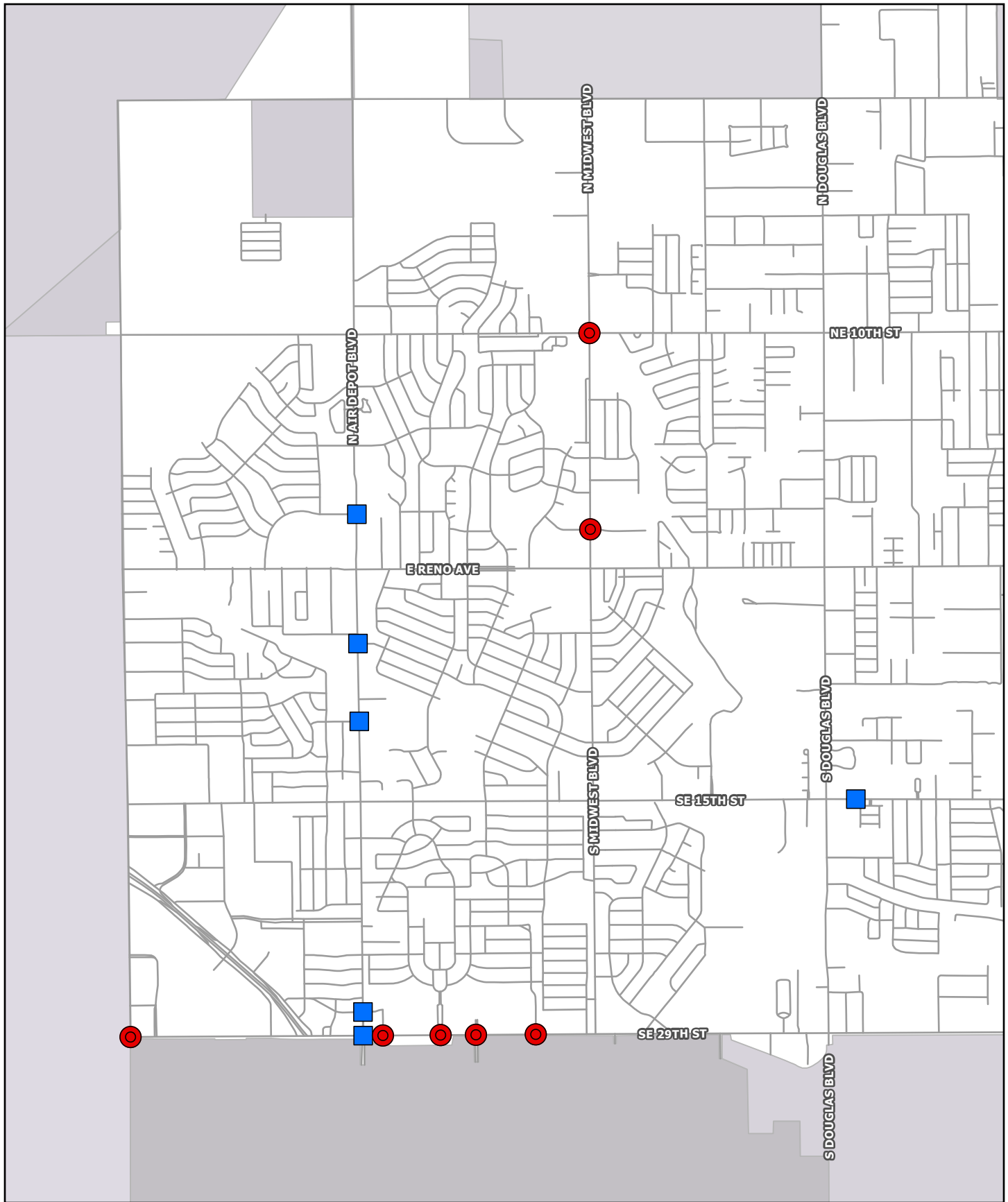
APPROVED AS TO FORM  
AND LEGALITY



APPROVED

\_\_\_\_\_  
General Counsel

\_\_\_\_\_  
Deputy Director





-  Phase 4
-  Phase 5



1 in = 3,000 ft  
when printed actual size  
on 8-1/2"x11" paper

**DISCLAIMER**

This map is a general information public resource. The City of Midwest City makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the information provided on this map. Any party's use or reliance on this map, or any information on it, is at that party's own risk and without liability to the City of Midwest City, its officials or its employees for any discrepancies, errors or variances that may exist.



CITY of MIDWEST CITY  
COMMUNITY DEVELOPMENT DEPARTMENT  
ENGINEERING DIVISION

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

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

---

TraTO : Honorable Mayor and Council

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

DATE : February 22<sup>nd</sup>, 2022

SUBJECT : Discussion and consideration of approving and entering, including any amendment thereto, into a project agreement for Federal-aid Project Number STPG-255F(566)AG, State Job Number 35926(04)(05)(06)(07), with the Oklahoma Department of Transportation (ODOT) to receive \$318,000 in construction federal funds for a striping project.

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Federal funds were granted through the ACOG STP-UZA funding program to restripe various roadways in Midwest City. ODOT now requests that all federal projects have executed agreements soon after award; early on in the design process.

This project is estimated to bid winter 2023/2024 with construction beginning in spring of 2024. Construction of the project is 100% federally funded up to a cap of \$318,000. The attached agreement references design 35926(05), right-of-way 35926(06), and utilities 35926(07). Those portions will be completed with City funds in order to receive the construction funding.

Design for this project has not yet begun. Desire to secure design funds in upcoming budget with consultant selection in fall of 2022.

Staff recommends approval.

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

Brandon Bundy, P.E.,  
City Engineer

Attachment

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

MWC: CITY WIDE STRIPING 100% SAFETY CAPPED

**Project No.: STPG-255F(566)AG**

**State Job No.: 35926(04)(05)(06)(07)**

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

**WITNESSETH**

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

Project Type	Div.	County	JP No	Project No.	Work Type	Description
STBG-UZA	04	OKLAHOMA	35926(04)	STPG-255F(566)AG	PAVEMENT MARKING	MWC: CITY WIDE STRIPING 100% SAFETY CAPPED

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

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

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

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

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

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

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

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

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

## **SECTION 1: PROJECT AGREEMENT**

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

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

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

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

## **SECTION 2: ENGINEERING RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

### **SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION**

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

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

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

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

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

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

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

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

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

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

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

3.10 The Sponsor agrees to;

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

**SECTION 4: FUNDING SUMMARY**

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, ACOG total estimated cost of **\$318,000.00**, as described below:

FUNDING SOURCE =>			STBG-UZA		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
35926(05)	Design -					
35926(06)	Right-of-Way -					
35926(07)	Utilities -					
35926(04)	Construction - (With 6% Inspection)	\$318,000	100 up to a limit of	\$318,000	Remainder	
<b>Total</b>		<b>\$318,000</b>	<b>Total=&gt;</b>	<b>\$318,000</b>	<b>Total=&gt;</b>	

4.2 Furthermore, the Department and the Sponsor agree that actual STBG-UZA costs incurred by project phases (**JP 35926(04,05,06,07)**) may exceed initial estimates. Costs



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

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

## **SECTION 5: CONSTRUCTION RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 6: NON-DISCRIMINATION CLAUSE**

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

1) **Compliance with Regulations:**

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

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

2) **Nondiscrimination:**

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

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

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

4) **Information and Reports:**

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

5) **Sanctions for Noncompliance:**

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

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

6) **Incorporation of Provisions:**

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

## **SECTION 7:           TERMINATION**

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

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

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



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

## **SECTION 8: GOVERNING LAW AND VENUE**

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

## **SECTION 9: DISPUTE RESOLUTION**

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

## **SECTION 10: PRIOR UNDERSTANDINGS**

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

## **SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT**

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

**SECTION 12: RECORDS**

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

**SECTION 13: HEADINGS**

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

**SECTION 14: BINDING EFFECTS**

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

**SECTION 15: SEVERABILITY**

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

**SECTION 16: EFFECTIVE DATE**

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

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

The Sponsor, \_\_\_\_\_ on this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, and the Department on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

THE CITY OF MIDWEST CITY

APPROVED AS TO FORM  
AND LEGALITY

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Attest: City Clerk

(SEAL): Approved – THE CITY OF  
MIDWEST CITY

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

\_\_\_\_\_  
Local Government Division Manager

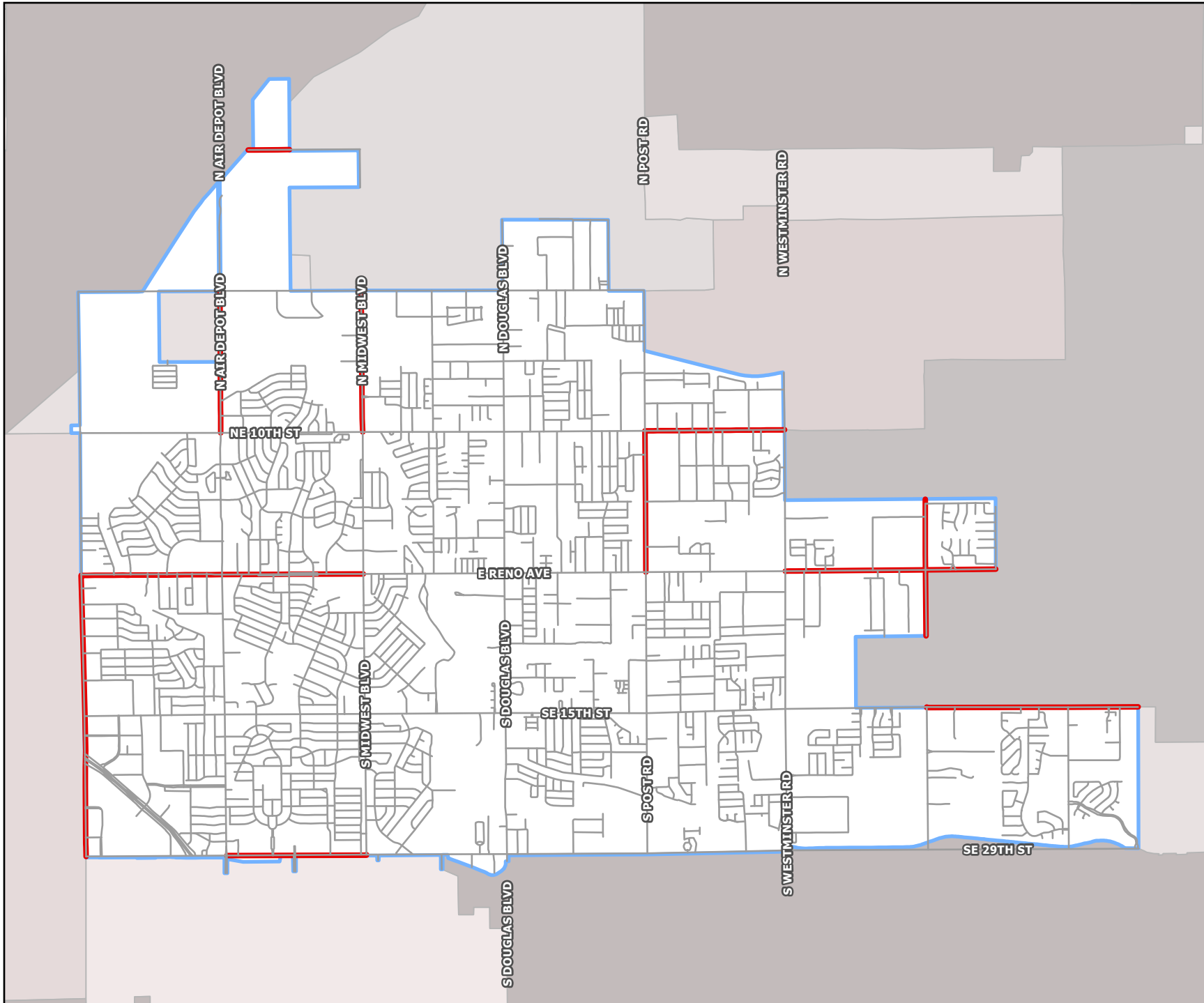
\_\_\_\_\_  
Director of Capital Programs

APPROVED AS TO FORM  
AND LEGALITY

APPROVED

\_\_\_\_\_  
General Counsel

\_\_\_\_\_  
Deputy Director



1 in = 5,000 ft  
when printed actual size  
on 8-1/2"x11" paper

**DISCLAIMER**

This map is a general information public resource. The City of Midwest City makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the information provided on this map. Any party's use or reliance on this map, or any information on it, is at that party's own risk and without liability to the City of Midwest City, its officials or its employees for any discrepancies, errors or variances that may exist.



CITY of MIDWEST CITY  
COMMUNITY DEVELOPMENT DEPARTMENT  
ENGINEERING DIVISION

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

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

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TraTO : Honorable Mayor and Council

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

DATE : February 22<sup>nd</sup>, 2022

SUBJECT : Discussion and consideration of approving and entering, including any amendment thereto, into a project agreement for Federal-aid Project Number STPG-255F(567)AG, State Job Number 35927(04)(05)(06)(07), with the Oklahoma Department of Transportation (ODOT) to receive \$788,640 in construction federal funds for Signal Phase 5; improving 6 signals.

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Federal funds were granted through the ACOG STP-UZA funding program to improve 6 signals in Midwest City. ODOT now requests that all federal projects have executed agreements soon after award; early on in the design process.

This project is estimated to bid winter 2023/2024 with construction beginning in spring of 2024. Construction of the project is 100% federally funded up to a cap of \$788,640. The attached agreement references design 35927(05), right-of-way 35927(06), and utilities 35927(07). Those portions will be completed with City funds in order to receive the construction funding.

Design for this project has not yet begun. Desire to secure design funds in upcoming budget with consultant selection in fall of 2022.

Staff recommends approval.

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

Brandon Bundy, P.E.,  
City Engineer

Attachment

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

MWC: CITY WIDE SIGNALS 100% SAFETY CAPPED

**Project No.: STPG-255F(567)AG**

**State Job No.: 35927(04)(05)(06)(07)**

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

**WITNESSETH**

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

Project Type	Div.	County	JP No	Project No.	Work Type	Description
STBG-UZA	04	OKLAHOMA	35927(04)	STPG-255F(567)AG	Traffic Signals	MWC: CITY WIDE SIGNALS 100% SAFETY CAPPED

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

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

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

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

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

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

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

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

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

## **SECTION 1: PROJECT AGREEMENT**

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

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

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

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

## **SECTION 2: ENGINEERING RESPONSIBILITIES**

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

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

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

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



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

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

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

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

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

### **SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION**

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

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

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

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

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

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

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

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

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

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

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

3.10 The Sponsor agrees to;

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

**SECTION 4: FUNDING SUMMARY**

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, ACOG total estimated cost of **\$788,640.00**, as described below:

FUNDING SOURCE =>			STBG-UZA		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
35927(05)	Design -					
35927(06)	Right-of-Way -					
35927(07)	Utilities -					
35927(04)	Construction - (With 6% Inspection)	\$788,640	100 up to a limit of	\$788,640	Remainder	
<b>Total</b>		<b>\$788,640</b>	<b>Total=&gt;</b>	<b>\$788,640</b>	<b>Total=&gt;</b>	

4.2 Furthermore, the Department and the Sponsor agree that actual STBG-UZA costs incurred by project phases (**JP 35927(04,05,06,07)**) may exceed initial estimates. Costs

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

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

## **SECTION 5: CONSTRUCTION RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

## **SECTION 6: NON-DISCRIMINATION CLAUSE**

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

1) **Compliance with Regulations:**

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

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

2) **Nondiscrimination:**

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

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

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

4) **Information and Reports:**

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

5) **Sanctions for Noncompliance:**

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

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

6) **Incorporation of Provisions:**

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

**SECTION 7:           TERMINATION**

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

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

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

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

## **SECTION 8: GOVERNING LAW AND VENUE**

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

## **SECTION 9: DISPUTE RESOLUTION**

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

## **SECTION 10: PRIOR UNDERSTANDINGS**

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

## **SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT**

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

**SECTION 12: RECORDS**

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

**SECTION 13: HEADINGS**

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

**SECTION 14: BINDING EFFECTS**

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

**SECTION 15: SEVERABILITY**

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

**SECTION 16: EFFECTIVE DATE**

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

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

The Sponsor, \_\_\_\_\_ on this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, and the Department on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

THE CITY OF MIDWEST CITY

APPROVED AS TO FORM  
AND LEGALITY

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Attest: City Clerk

(SEAL): Approved – THE CITY OF  
MIDWEST CITY

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

\_\_\_\_\_  
Local Government Division Manager

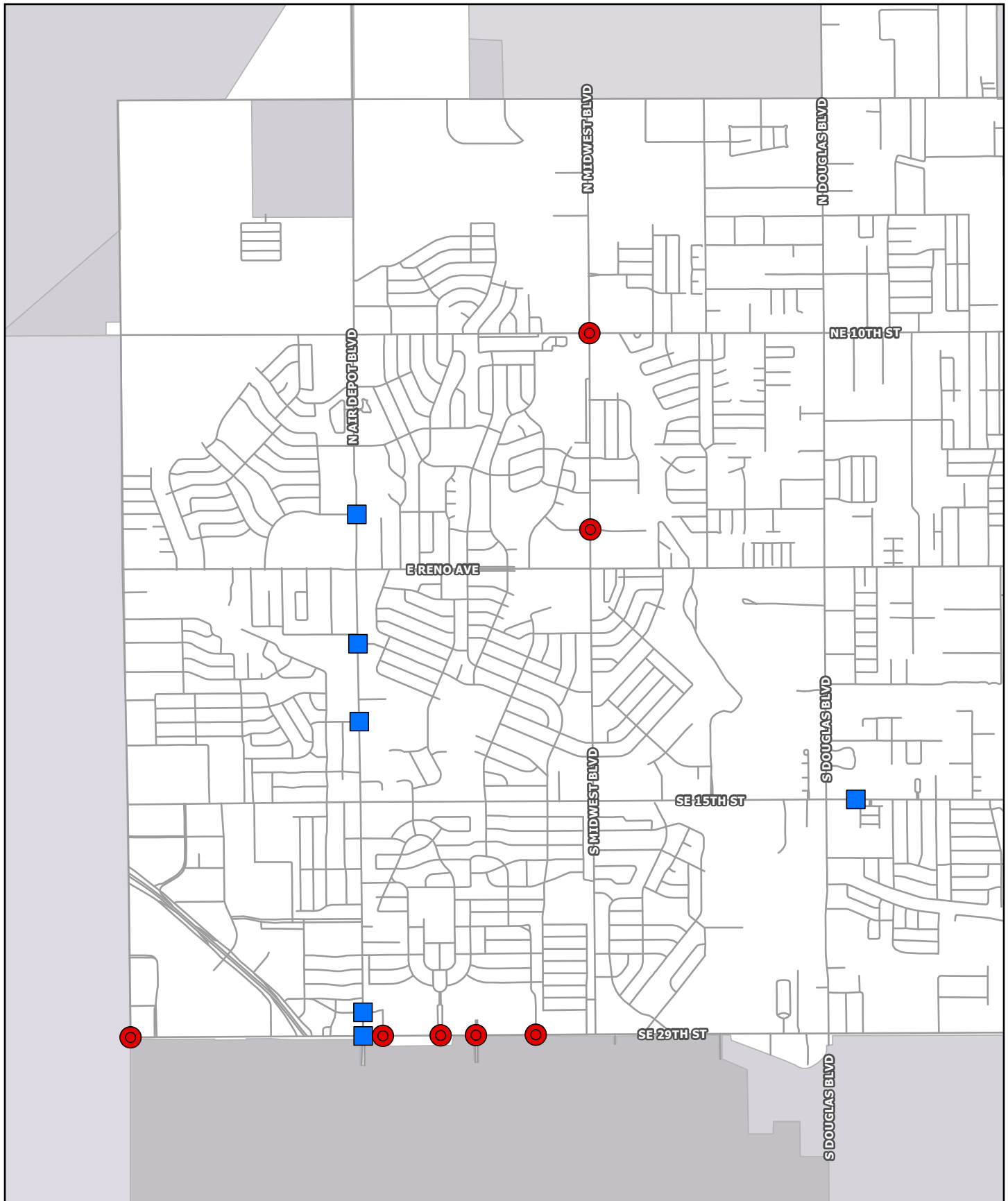
\_\_\_\_\_  
Director of Capital Programs



APPROVED AS TO FORM  
AND LEGALITY

APPROVED

\_\_\_\_\_  
General Counsel

\_\_\_\_\_  
Deputy Director



-  Phase 4
-  Phase 5



1 in = 3,000 ft  
when printed actual size  
on 8-1/2"x11" paper

**DISCLAIMER**

This map is a general information public resource. The City of Midwest City makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the information provided on this map. Any party's use or reliance on this map, or any information on it, is at that party's own risk and without liability to the City of Midwest City, its officials or its employees for any discrepancies, errors or variances that may exist.



CITY of MIDWEST CITY  
COMMUNITY DEVELOPMENT DEPARTMENT  
ENGINEERING DIVISION

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

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

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TraTO : Honorable Mayor and Council

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

DATE : February 22<sup>nd</sup>, 2022

SUBJECT : Discussion and consideration of approving and entering, including any amendment thereto, into a project agreement for Federal-aid Project Number TAP-255D(510)AG, State Job Number 33269(04)(05), with the Oklahoma Department of Transportation (ODOT) to receive \$904,000 in construction federal funds for future phase 2 & 3 of the rail with trail.

---

Federal funds were granted through the federal Transportation Alternative Program (TAP) to construct a trail from the current terminus of the rail with trail at Maple Drive northwesterly to Quinlan Park. This project has been under design since being tentatively awarded the funds in 2018. Tentatively hope to bid the project Fall of 2022.

Bidding is currently scheduled for May 2022. The attached agreement is the ODOT template references construction 33269(04) and design 33269(05).

The remaining City match is partially funded as project #231907.

Staff recommends approval.

---

Brandon Bundy, P.E.,  
City Engineer

Attachment



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

**MIDWEST CITY: RAIL WITH TRAIL PHASE 2 AND 3**

**Project No.: TAP-255D(510)AG**

**State Job No.: 33269(04)(05)**

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

**WITNESSETH**

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

Project Type	Div.	County	JP No	Project No.	Work Type	Description
ACOG-TAP	04	OKLAHOMA	33269(04)	TAP-255D(510)AG	PEDESTRIAN/ BIKE IMPROVEMENTS	MIDWEST CITY: RAIL WITH TRAIL PHASE 2 AND 3

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

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

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

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

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

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

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

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

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

## **SECTION 1: PROJECT AGREEMENT**

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

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

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

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

## **SECTION 2: ENGINEERING RESPONSIBILITIES**

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

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

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

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

2.5 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets,

boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

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

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

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

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

### **SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION**

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

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

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as

amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

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

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

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

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

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

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

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

3.10 The Sponsor agrees to;

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

**SECTION 4: FUNDING SUMMARY**

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, ACOG-TAP total estimated cost of **\$995,600.00** as described below:

FUNDING SOURCE =>			ACOG TAP		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
33269(05)	Design -	\$114,500	80	\$91,600	20	\$22,900
33269(04)	Construction - (With 6% Inspection)	\$1,192,282	75 not to exceed	\$904,000	Remainder	\$288,282
<b>Total</b>		<b>\$1,306,782</b>	<b>Total=&gt;</b>	<b>\$995,600</b>	<b>Total=&gt;</b>	<b>\$311,182</b>

4.2 Furthermore, the Department and the Sponsor agree that actual ACOG TAP costs incurred by project phases **JP 33269(04,05)** may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

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

## **SECTION 5: CONSTRUCTION RESPONSIBILITIES**

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

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

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

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

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

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

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

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



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

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

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

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

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.

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

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans,

Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

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

## **SECTION 6: NON-DISCRIMINATION CLAUSE**

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

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) **Nondiscrimination:**

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

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

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

4) **Information and Reports:**

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

5) **Sanctions for Noncompliance:**

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

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

**6) Incorporation of Provisions:**

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

**SECTION 7:           TERMINATION**

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

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

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

**SECTION 8:           GOVERNING LAW AND VENUE**

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

#### **SECTION 9: DISPUTE RESOLUTION**

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

#### **SECTION 10: PRIOR UNDERSTANDINGS**

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

#### **SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT**

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

#### **SECTION 12: RECORDS**

- 12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement

period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

**SECTION 13: HEADINGS**

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

**SECTION 14: BINDING EFFECTS**

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

**SECTION 15: SEVERABILITY**

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

**SECTION 16: EFFECTIVE DATE**

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



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

The Sponsor, \_\_\_\_\_ on this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, and the Department on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CITY OF MIDWEST CITY

APPROVED AS TO FORM AND LEGALITY

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Attest: City Clerk

(SEAL): Approved – THE CITY OF  
MIDWEST CITY

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

\_\_\_\_\_  
Local Government                      DATE  
Division Manager

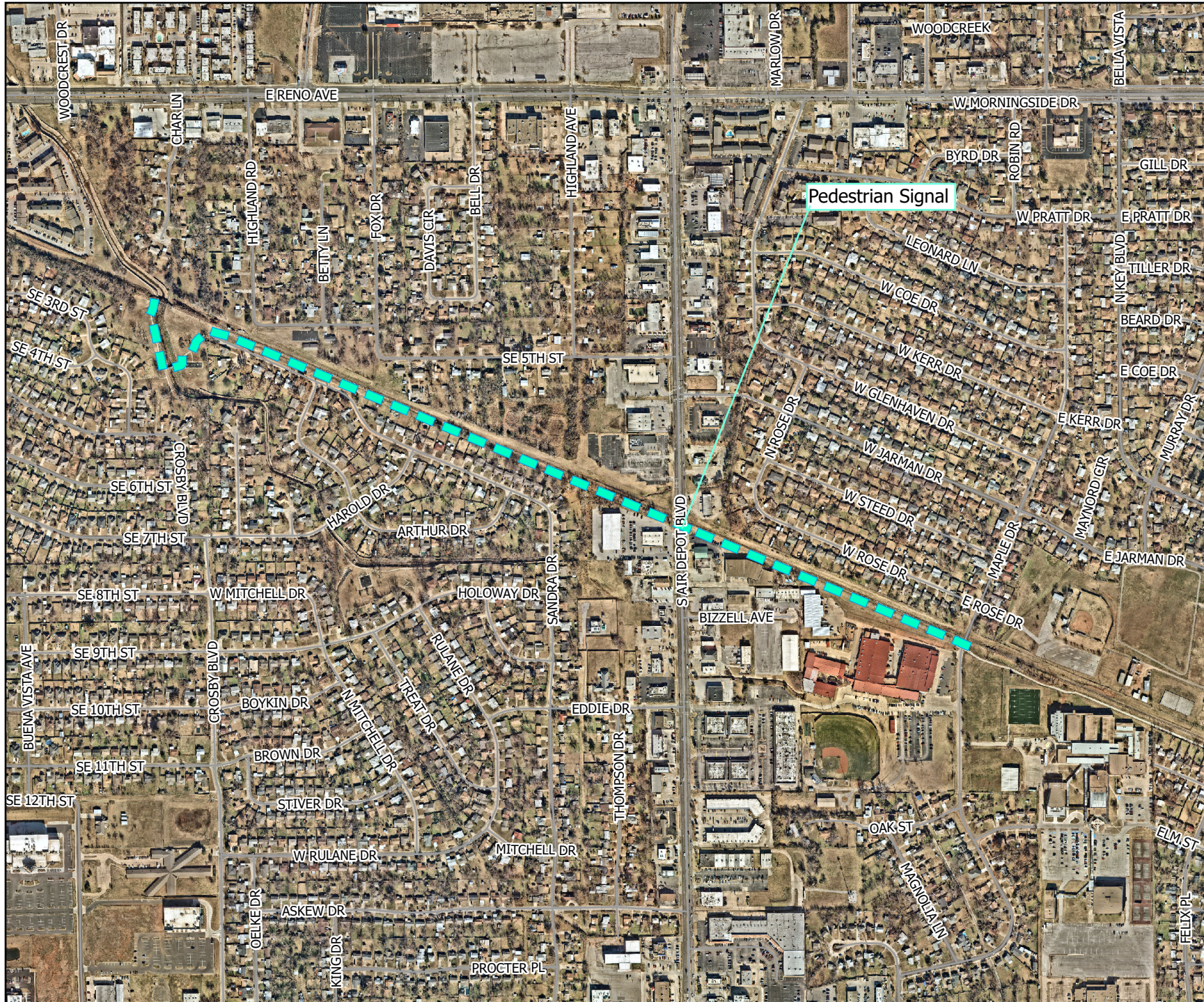
\_\_\_\_\_  
Director of Capital Programs                      DATE

APPROVED AS TO FORM AND LEGALITY

APPROVED

\_\_\_\_\_  
General Counsel                      DATE

\_\_\_\_\_  
Deputy Director                      DATE



1 in = 750 ft  
when printed actual size  
on 8-1/2"x11" paper

**DISCLAIMER**

This map is a general information public resource. The City of Midwest City makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the information provided on this map. Any party's use or reliance on this map, or any information on it, is at that party's own risk and without liability to the City of Midwest City, its officials or its employees for any discrepancies, errors or variances that may exist.



**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
[tlyon@midwestcityok.org](mailto:tlyon@midwestcityok.org)  
Office: 405.739.1201  
[www.midwestcityok.org](http://www.midwestcityok.org)

## MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: Tim Lyon, City Manager

DATE: February 22, 2022

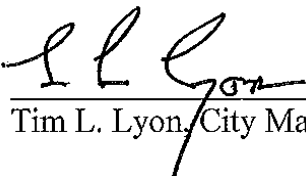
RE: Discussion and consideration, including any amendment, of re-appointing Española Bowen as Committee Chair of the Midwest City Council Race Relations Committee.

---

On September 8, 2020, the City Council for the City of Midwest City created a standing committee entitled Race Relations Committee, by a vote of the City Council. The purpose of this committee is to “study and make recommendations on promoting diversity and advancing inclusion throughout our community.” Councilperson Española Bowen was appointed the Chair of the committee. Attached is the agenda item from September 8, 2020, creating the committee and appointing Councilperson Española Bowen as Chair.

Although Councilperson Bowen was not re-elected to her Ward 3 seat on February 8, 2022, it is the intent of the City Council to re-appoint Española Bowen as the Chair of the Midwest City Council Race Relations Committee, so she can continue her outstanding work on this committee.

If you have a question concerning this re-appointment, please feel free to contact me at 739-1201.

  
\_\_\_\_\_  
Tim L. Lyon, City Manager

DISCUSSION ITEMS.

1. **Public hearing with discussion and consideration of an appeal filed by the owner of the property located at 717 South Midwest Boulevard for the notice and order to abate tall grass and weeds.** After Staff and Council discussion, Eads made motion to dismiss the appeal, seconded by Reed. Voting Aye: Byrne, Eads, Bowen, Reed, Allen, Favors, and Mayor Dukes. Nay: None. Motion carried.
2. **Presentation by Heckenkemper Golf Course Design from Tulsa, OK on the development and design phase of the John Conrad Regional Golf Course.** Conor Cummings of Heckenkemper Golf Course Design gave the presentation. Council discussion was had. No Action needed.
3. **Discussion and consideration of approving a resolution of the Council of the City of Midwest City's approval of the June 28, 2018 weighted voting amendment to the agreement creating the 9-1-1 Association of Central Oklahoma Governments (ACOG).** After Council and staff discussion, Byrne made motion to approve Resolution 2020-16, as submitted, seconded by Eads. Voting Aye: Byrne, Eads, Bowen, Allen, Favors, and Mayor Dukes. Nay: Reed. Motion carried.
4. **Discussion and consideration of forming a Race Relations Committee to study and make recommendations on promoting diversity and advancing inclusion throughout our community and appointing Councilmember Española Bowen as Committee Chair.** After Staff and Council discussion, Byrne made motion to form the Committee and appoint Councilmember Bowen as the Committee Chair, seconded by Reed. Voting Aye: Byrne, Eads, Reeds, Favors, and Mayor Dukes. Nay: Allen. Recused: Bowen. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION.

There was no new business or public discussion.

ADJOURNMENT.

There being no further business, Mayor Dukes adjourned the meeting at 7:12 PM.

ATTEST:

  
SARA HANCOCK, City Clerk



  
MATTHEW D. DUKES II, Mayor



**City Manager**

100 N. Midwest Boulevard  
tlyon@midwestcityok.org  
Office: 405.739.1201  
[www.midwestcityok.org](http://www.midwestcityok.org)

## Original memo establishing the Committee.

TO: Mayor and Council Members

FROM: Tim Lyon, City Manager

Date: September 22, 2020

Subject: Discussion and consideration of forming a Race Relations Committee to study and make recommendations on promoting diversity and advancing inclusion throughout our community and appointing Councilmember Española Bowen as Committee Chair.

---

The purpose of the Race Relations Committee is to work with community partners to identify racial barriers, promote racial unity, develop opportunities for racial equity and implement solutions for change. It is proposed the Committee be comprised of seven members including the Committee Chair. The Committee will represent a member from the following ethnicities in our community:

- African-American
- Asian
- Hispanic/Latino
- American Indian
- Pacific Islander
- Open Position

An application process will be created for citizens who wish to serve who show an interest in community outreach, racial equity, community empowerment and cross-cultural engagement.

The Mayor and Vice-Mayor recommend that Councilmember Española Bowen serve as the Race Relations Committee Chair.

Approval is at the discretion of the Council.

*Tim L. Lyon*

---

Tim Lyon



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

MEMORANDUM

To: Honorable Mayor and City Council

From: Vaughn K. Sullivan, Assistant City Manager

Date: February 22, 2022

Subject: Discussion and consideration to reappoint, including any amendments, Kim Templman to the Park Board Committee for an additional three year term.

The term of Kim Templman expires March 22, 2022 and Ms. Templman wishes to be reconsidered for reappointment.

The Park and Recreation Board meets monthly and members serve 3-year terms.

Vaughn K. Sullivan  
Assistant City Manager



The City of  
**MIDWEST CITY**  
COMMUNITY DEVELOPMENT DEPARTMENT

ENGINEERING DIVISION  
Brandon Bundy, City Engineer  
CURRENT PLANNING DIVISION  
Vacant, Manager  
COMPREHENSIVE PLANNING  
Petya Stefanoff, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Phillip Condeary, Building Official

Billy Harless, Community Development Director

---

**To:** Honorable Mayor and City Council  
**From:** Billy Harless, Community Development Director  
**Date:** February 22, 2022

**Subject:** Discussion and consideration of reappointing Dee Collins and Jess Huskey to the Planning Commission for an additional three-year term.

---

The term of Dee Collins and Jess Huskey expires on March 8, 2022. They wish to be considered for reappointment.

In accordance with Sec. 6-1 of the Zoning Code, the Planning Commission shall be composed of seven (7) members, all of whom shall be residents of Midwest City, nominated by the mayor and confirmed by the city council. At least one member shall be appointed for each ward. The members of the Planning Commission shall be nominated and appointed solely with reference to their fitness and without reference to party affiliation, and shall serve without compensation as hereinafter provided.

The Planning Commission meets the first Tuesday of each month at 7 p.m. Members of the Commission serve 3-year terms and are as follows:

Dee Collins - Mayor Appt (expires 03-08-22)  
Jim Smith – Ward 1 (expires 08-12-23)  
Jess Huskey – Ward 2 (expires 03-08-22)  
Dean Hinton – Ward 3 (expires 08-12-23)  
Russell Smith – Ward 4 (expires 01-23-24)  
Rick Dawkins – Ward 5 (expires 08-08-23)  
Jim Campbell – Ward 6 (expires 08-12-23)

Action is at the discretion of the Council.

---

Billy Harless, AICP  
Community Development Director

BH:ta



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

**MEMORANDUM**

**TO:** Honorable Mayor and City Council

**FROM:** Allen Stephenson, Information Technology Director

**DATE:** February 22, 2022

**SUBJECT:** Discussion and consideration for adoption, including any possible amendment of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary.

The following computer equipment and peripheral devices are obsolete, defective or have been replaced.

<b>CPU</b>		
<b>Inventory #</b>	<b>Manufacturer</b>	<b>Serial Number</b>
2367	Dell Latitude 5414	FT1WSG2
1047	Dell Optiplex 3020	D9TVD42
1816	Dell Latitude E6430	CRNDKV1
1961	Dell Optiplex 3020	4PMRFB2
2372	MCT2372	3R1WSG2
1963	Optiplex 3020	4PMNFB2
1829	Optiplex 3020	J7QY482
2125	Dell Latitude 5414	e
2372	Dell Latitude 5414	3R1WSG2
890	Getac F110 Tablet	RE439F0464
2108	Dell Latitude 5414	1M9LG92
2162	Dell Latitude 5414	D1HQSQ2
2076	Dell Latitude 5414	565MG92
	Vitra (simulation) computer #1	c-7p-000536
	Vitra (simulation) computer #2	c-7p-000535
	Vitra (simulation) computer #3	c-7p-000534
	Vitra (simulation) computer #4	m-7p-000115



<b>MISCELLANEOUS</b>		
<b>Quantity</b>	<b>Hardware Type</b>	<b>Serial Number</b>
1	Cisco 52 port switch	PSZ20171LDD
1	HP Officejet Pro 8600	CN28GBWG8M
1	HP Officejet Pro 8600	CN25CBT2KQ
1	Lexmark Pinnacle Pro901	000G437562H
14	Cisco Access Points	
1	Dell Pro3X Laptop Docking Station	
1	Cisco 28 port switch	DNI151502U0
1	Cisco Firewall	JMX2103Y0V2
1	Cisco WLAN Controller	PSJ163009Z2
1	Avigilon Multihead Camera	
2	AllWorx Phone	
1	Allworx phone	9212000ADD8323A6
1	Allworx phone	9224000ADD838A7C
1	HP Laserjet Pro 400M401dw	PHGGB08993
1	HP Laserjet Pro 400M401dw	PHGGB08986
1	iPad 4	DMPK60SRF183
2	Dell Monitor	
1	Logitech Mouse and Keyboard	
1	APC UPS	



DISCUSSION ITEMS



## MEMO

**To:** Honorable Mayor and City Council

**From:** Bert Norton, Fire Chief

**Date:** February 22, 2022

**Subject:** Discussion and consideration for adoption, including any possible amendment of an ordinance amending the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Article III, Fire Prevention Codes and Standards, Division 2, Fire Prevention Codes, by amending Section 15-59, Fire Department Annual License/Inspection, and taking Section 15-60 out of reserve and entitling it "New Construction System or Inspection for Alteration at 50% or Greater"; and providing for repealer and severability. (Fire - B. Norton)

---

Staff respectfully requests that the Council approve amendments in Municipal Code Chapter 15, Fire Protection and Prevention, Sections 15-59 and adopting Section 15-60. These changes are requested in order to define the fees charged by the Fire Prevention Bureau for operational permits, construction permits, annual licenses and re-inspections.

Staff recommends approval.



Bert Norton  
Fire Chief

Attachments: Chapter 15 – Sec 15-59 and 15-60 Amendments

1 **ORDINANCE NO. \_\_\_\_\_**

2  
3 AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 15  
4 FIRE PROTECTION AND PREVENTION, ARTICLE III, FIRE PREVENTION CODES AND  
5 STANDARDS, DIVISION 2, FIRE PREVENTION CODES, SECTIONS 15-59, FIRE  
6 DEPARTMENT ANNUAL LICENSE / INSPECTIONS, AND TAKING 15-60 OUT OF  
7 RESERVE AND ENTITLING IT “NEW CONSTRUCTION SYSTEM INSPECTION OR  
8 INSPECTION FOR ALTERATION AT 50% OR GREATER”; AND PROVIDING FOR  
9 REPEALER AND SEVERABILITY.

10  
11 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

12  
13 **ORDINANCE**

14  
15 **Section 1.** That the Midwest City Municipal Code, Chapter 15 Fire Protection and Prevention,  
16 Article III, Fire Prevention Codes and Standards, Division 2, Fire Prevention Codes, Section 15-  
17 59, Fire Department Annual License / Inspections, is hereby amended to read as follows:

18  
19 **Section 15-59, Fire Department Annual License / Inspections.**

20  
21 ~~(a) Acceptance Testing of Fire Protection Systems~~ The City of Midwest City will not charge a fee  
22 for the annual inspection of the following occupancy classifications:

23 (1) ~~Fee, per system.....\$100.00~~ High Hazard

24 (2) Medium Hazard; and

25 (3) Low Hazard

26 ~~(b) Building Access Control System Acceptance~~ Re-Inspection of Observed Violations:

27 (1) ~~Fee, per system.....\$100.00~~ First re-inspection: Fee, per location or per violation or  
28 per fire protection system.....\$0.00

29 (2) Subsequent re-inspection: Fee, per location or per violation or per fire protection  
30 system.....\$150.00

31 ~~(c) Site Gate and Barricade Acceptance~~ Consultation per Location

32 (1) ~~Fee, per site.....\$100.00~~ Single Occurrence: Fee, per location, per situation.....\$0.00

33 (2) Subsequent Occurrence for same or similar situation.....\$50.00

34 ~~(d) Mobile Food Vending~~ The fees established above are hereby waived for:

35 (1) ~~Fee, per vendor.....\$25.00~~ any Charitable Organization, as defined in Title 18 of the  
36 Oklahoma Statutes, Section 552.2;

37 (2) any Charitable Corporation that complies with the requirements contained in Title 18  
38 of the Oklahoma Statutes, Section 589;

39 (3) any Church or Religious Society that complies with the requirements contained in Title  
40 18 of the Oklahoma Statutes, Section 562;

41 (4) any Public School as defined in Title 70 of the Oklahoma Statutes, Section 1-106; and

42 (5) any Private School as defined in Title 70 of the Oklahoma Statutes, Section 21-101.

43 ~~(e) High Hazard Occupancies~~

- 1           ~~(1) Fee, per location.....\$100.00~~
- 2 ~~(f) Moderate Hazard Occupancies~~
- 3           ~~(1) Fee, per location.....\$75.00~~
- 4 ~~(g) Low Hazard Occupancies~~
- 5           ~~(1) Fee, per location.....\$50.00~~
- 6 ~~(h) Religious and Education Occupancies~~
- 7           ~~(1) Fee, per location.....\$0.00~~
- 8 ~~(i) Consultation~~
- 9           ~~(1) Single Occurrence: Fee, per location.....\$0.00~~
- 10           ~~(2) Secondary and Subsequent Occurrence: Fee, per location.....\$50.00~~
- 11 ~~(j) Re-inspection (At officers discretion)~~
- 12           ~~(1) Initial Re-inspection.....\$50.00~~
- 13           ~~(2) Continued Re-inspection per occurrence.....\$100.00~~

14

15 **Section 2.** That the Midwest City Municipal Code, Chapter 15 Fire Protection and Prevention,  
 16 Article III, Fire Prevention Codes and Standards, Division 2, Fire Prevention Codes, Section 15-  
 17 60 Reserved, is hereby amended to read as follows:

18

19 ~~15-60. Reserved.~~ New Construction System Inspection or Inspection for Alterations at 50% or  
 20 Greater.

21

22 (a) New Construction Fire Protection Acceptance Testing Fee and/or 50% Fire Protection  
 23 Alteration Fee:

24           (1) Fee, per system, per system type.....\$100.00, inspection fee is in addition to the plan  
 25 review cost per Midwest City Ordinance Section 15-72 (d) and Midwest City Ordinance Section  
 26 15-73 (h)

27 (b) Required Fire Protection Construction Inspections

28           (1) Fire Line Underground

29                   (i) Visual underground approval.....\$50.00

30                   (ii) Underground Flush.....\$50.00

31                   (iii) Hydrostatic Test.....\$50.00

32           (2) Sprinkler Systems

33                   (i) Hydrostatic Test.....\$50.00

34                   (ii) Dry Pipe and Double Interlock Preaction System(s) Air Test.....\$50.00

35           (3) Building Access Control System Acceptance

36                   (i) Fee, per system.....\$100.00

37           (4) Mobile Food Vending

38                   (i) Fee, per vendor per year.....\$25.00

39           (5) Re-inspection

40                   (i) Initial Re-inspection: Fee, per location or per violation or per fire protection  
 41 system.....\$150.00

42                   (ii) Subsequent re-inspection: Fee, per location or per violation or per fire  
 43 protection system.....\$200.00

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**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 provisions of the ordinance.

Ordinance Amendments PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**THE CITY OF MIDWEST CITY, OKLAHOMA**

\_\_\_\_\_  
MATTHEW D. DUKES, II, Mayor

ATTEST:

\_\_\_\_\_  
SARA HANCOCK, City Clerk

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

\_\_\_\_\_  
DONALD D. MAISCH, City Attorney

1 **ORDINANCE NO. \_\_\_\_\_**

2  
3 AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 15  
4 FIRE PROTECTION AND PREVENTION, ARTICLE III, FIRE PREVENTION CODES AND  
5 STANDARDS, DIVISION 2, FIRE PREVENTION CODES, SECTIONS 15-59, FIRE  
6 DEPARTMENT ANNUAL LICENSE / INSPECTIONS, AND TAKING 15-60 OUT OF  
7 RESERVE AND ENTITLING IT “NEW CONSTRUCTION SYSTEM INSPECTION OR  
8 INSPECTION FOR ALTERATION AT 50% OR GREATER”; AND PROVIDING FOR  
9 REPEALER AND SEVERABILITY.

10  
11 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

12  
13 **ORDINANCE**

14  
15 **Section 1.** That the Midwest City Municipal Code, Chapter 15 Fire Protection and Prevention,  
16 Article III, Fire Prevention Codes and Standards, Division 2, Fire Prevention Codes, Section 15-  
17 59, Fire Department Annual License / Inspections, is hereby amended to read as follows:

18  
19 **Section 15-59, Fire Department Annual Inspections.**

20  
21 (a) The City of Midwest City will not charge a fee for the annual inspection of the following  
22 occupancy classifications:

- 23 (1) High Hazard  
24 (2) Medium Hazard; and  
25 (3) Low Hazard

26 (b) Re-Inspection of Observed Violations:

- 27 (1) First re-inspection: Fee, per location or per violation or per fire protection  
28 system.....\$0.00  
29 (2) Subsequent re-inspection: Fee, per location or per violation or per fire protection  
30 system.....\$150.00

31 (c) Consultation per Location

- 32 (1) Single Occurrence: Fee, per location, per situation.....\$0.00  
33 (2) Subsequent Occurrence for same or similar situation.....\$50.00

34 (d) The fees established above are hereby waived for:

- 35 (1) any Charitable Organization, as defined in Title 18 of the Oklahoma Statutes, Section  
36 552.2;  
37 (2) any Charitable Corporation that complies with the requirements contained in Title 18  
38 of the Oklahoma Statutes, Section 589;  
39 (3) any Church or Religious Society that complies with the requirements contained in Title  
40 18 of the Oklahoma Statutes, Section 562;  
41 (4) any Public School as defined in Title 70 of the Oklahoma Statutes, Section 1-106; and  
42 (5) any Private School as defined in Title 70 of the Oklahoma Statutes, Section 21-101.  
43

1 **Section 2.** That the Midwest City Municipal Code, Chapter 15 Fire Protection and Prevention,  
2 Article III, Fire Prevention Codes and Standards, Division 2, Fire Prevention Codes, Section 15-  
3 60 Reserved, is hereby amended to read as follows:  
4

5 15-60. New Construction System Inspection or Inspection for Alterations at 50% or Greater.  
6

7 (a) New Construction Fire Protection Acceptance Testing Fee and/or 50% Fire Protection  
8 Alteration Fee:

9 (1) Fee, per system, per system type.....\$100.00, inspection fee is in addition to the plan  
10 review cost per Midwest City Ordinance Section 15-72 (d) and Midwest City Ordinance Section  
11 15-73 (h)

12 (b) Required Fire Protection Construction Inspections

13 (1) Fire Line Underground

14 (i) Visual underground approval.....\$50.00

15 (ii) Underground Flush.....\$50.00

16 (iii) Hydrostatic Test.....\$50.00

17 (2) Sprinkler Systems

18 (i) Hydrostatic Test.....\$50.00

19 (ii) Dry Pipe and Double Interlock Preaction System(s) Air Test.....\$50.00

20 (3) Building Access Control System Acceptance

21 (i) Fee, per system.....\$100.00

22 (4) Mobile Food Vending

23 (i) Fee, per vendor per year.....\$25.00

24 (5) Re-inspection

25 (i) Initial Re-inspection: Fee, per location or per violation or per fire protection  
26 system.....\$150.00

27 (ii) Subsequent re-inspection: Fee, per location or per violation or per fire  
28 protection system.....\$200.00  
29

30 **Section 3.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby  
31 repealed.  
32

33 **Section 4.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for  
34 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions  
35 of the ordinance.  
36  
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38 Ordinance Amendments PASSED AND APPROVED by the Mayor and the Council of the City  
39 of Midwest City, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
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**THE CITY OF MIDWEST CITY, OKLAHOMA**

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\_\_\_\_\_  
MATTHEW D. DUKES, II, Mayor

ATTEST:

\_\_\_\_\_  
SARA HANCOCK, City Clerk

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

\_\_\_\_\_  
DONALD D. MAISCH, City Attorney



City Manager's Office  
 Vaughn Sullivan,  
 Assistant City Manager  
[vsullivan@midwestcityok.org](mailto:vsullivan@midwestcityok.org)

100 N. Midwest Blvd,  
 Midwest City, Oklahoma 73110  
 O: 405-739-1207 /Fax: 405-739-1208

**Memorandum**

To: Honorable Mayor and Council  
 From: Vaughn K. Sullivan, Assistant City Manager  
 Date: February 22, 2022

Subject: Discussion and consideration of, including any possible amendment, approving and passing an ordinance amending Chapter 30, Parks and Recreation, of the Midwest City Code, Article IV, Golf, by amending Section 30-46 (a)(b), Golf course rates; establishing an effective date; and providing for repealer and severability.

The rates at John Conrad and Hidden Creek Golf Courses have had no adjustments since May of 2017, while costs for operations and maintenance have risen significantly. Just since January of 2020 fertilizers are up 70%, chemicals are up 55% and fuel is up 50%.

In addition, the renovation has almost doubled the square footage of putting greens and 2/3 of all maintenance costs are on the greens.

Finally, in today's tight labor market we anticipate needed to raise our part time wages considerably to attract maintenance reliable part time labor.

Proposed rate changes:

John Conrad				
Fees	Current		New	
Regular	\$25.00		\$28.00	
Senior	\$16.50		\$17.00	After 12 on weekends
Junior	\$6.00		\$7.00	After 12 on weekends
Twilight	\$16.00	2:00	\$20.00	
Dusk	0	4:00	\$17.00	
Sunset	\$8.00	6:00	\$9.00	
Cart per player	\$14.00		\$15.00	
Trail Fee	\$10.00		\$15.00	
Senior Trail Fee	\$7.00		\$10.00	
Range	\$3.25		\$3.50	
Sr annual fee walking*	\$990.00		\$1,700.00	

Jr annual fee walking*	\$360.00		\$700.00	
Reg annual fee walking*	\$1,500.00		\$2,800.00	
MWC Resident annual with cart*	0		\$2,800.00	

**\*All annual rates are based on 100 rounds**

**Rates to be eliminated.**

Special rates	\$9.00
Annual fee	\$1,500.00
Annual fee with cart	\$2,340.00
Annual fee M-F	\$990.00
Annual fee M-F with cart	\$1,830.00
Annual Jr fee	\$360.00
Annual trail fee	\$600.00
Annual trail fee M-F	\$420.00

The only proposed rate change at Hidden Creek is the 9 hole cart rental from \$6.00 to \$8.00.

The rates proposed are close to our Oklahoma City Municipal golf competitors and staff recommends approval.

These rate changes will be effective April 1, 2022 and current members will not be subject to these new rates until their membership is up for renewal.



Vaughn K. Sullivan, Assistant City Manager

Attachments: Redlined copy of the ordinance  
Clean copy of the ordinance  
Competitor golf rate spread sheet

**Golf Rates 2022**

Fees	Earlywine and Hefner		Lincoln		Trosper		Kickingbird		John Concrad			
								Current	New			
Regular		\$27.00		\$29.00		\$26.00		\$28/\$33		\$25.00	\$28.00	
Senior		\$16.25	Weekdays only	\$17.25	Weekdays only	\$15.75	Weekdays only	\$18.00		\$16.50	\$17.00	After 12 on weekends
Junior		\$7.25	After 12 on weekends	\$7.25	After 12 on weekends	\$7.25	After 12 on weekends	\$11/\$14	M-Th and Weekends	\$6.00	\$7.00	Need to make it after 12 on weekends
Twilight	2pm	\$22.00		\$24.00		\$21.00		\$20.50	4:00 PM	\$16.00	\$20.00	
Dusk	4pm	\$17.25		\$18.25		\$16.25		\$18.00	6:00 PM	0	\$17.00	We do not currently offer
Sunset	6pm	\$9.00		\$10.00		\$8.00		not offered		\$8.00	\$9.00	
Cart per player		\$15.00		\$15.00		\$15.00		\$16.00		\$14.00	\$15.00	
Trail Fee		\$17.00		\$17.00		\$17.00		\$17.00		\$10.00	\$15.00	
Senior Trail Fee		\$13.00		\$13.00		\$13.00		\$17.00		\$7.00	\$10.00	
Range		\$3.50		\$3.50		\$3.50		\$3.46		\$3.25	\$3.50	
Sr annual fee walking only		\$1,625		\$1,725		\$1,575		\$1,440.00		\$990	\$1,700	
MWC resident fee w/cart								\$2,210.00	With cart		\$2,800	
Reg annual fee walking only		\$2,700		\$2,900		\$2,600		\$1,740.00		\$1,500.00	\$2,800	
								\$2,670.00	With cart			

**Proposed John Conrad rates to be eliminated.**

Special rates	\$9.00
Annual fee	\$1,500.00
Annual fee with cart	\$2,340.00
Annual fee M-F	\$990.00
Annual fee M-F with cart	\$1,830.00
Annual Jr fee	\$360.00
Annual trail fee	\$600.00
Annual trail fee M-F	\$420.00

All OKC courses only offer green fee annuals. They do not offer annual cart or trail fees.

**Note:**  
The new fee structure would get us back in line with OKC rates.

This fee structure was in place prior to closing for remodel. They intend to raise all rates next fall after renovation is complete.

ORDINANCE \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 30, PARKS AND RECREATION, OF THE MIDWEST CITY CODE, ARTICLE IV, GOLF, BY AMENDING SECTION 30-46 (a)(b), GOLF COURSE RATES; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.**

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

ORDINANCE

SECTION 1. That Chapter 30, Parks and Recreation, of the Midwest City Code, Article IV, Golf, Section 30-46 (a)(b), Golf course rates, be amended to read as follows:

- (a) The following rates, which do not include tax, will be in effect at the Hidden Creek Family Golf Course for each nine (9) holes played:
  - (1) Regular nine-hole green fees shall be eight dollars and seventy-five cents (\$8.75) and for all day play shall be fourteen dollars (\$14.00) and Foot-golf nine-hole green fee shall be six dollars (\$6.00);
  - (2) Regular nine-hole green fees for city of Midwest City employees shall be six dollars and twenty-five cents (\$6.25) and regular all day green fees for city of Midwest City employees shall be ten dollars (\$10.00);
  - (3) Regular nine-hole green fees for seniors (age fifty-five (55) or older), and military, for weekdays shall be seven dollars (\$7.00) and for all day play shall be ten dollars and thirty cents (\$10.30);
  - (4) Regular nine-hole green fees for juniors shall be four dollars (\$4.00) and for all day play shall be six dollars (\$6.00);
  - (5) Nine-hole golf car rental shall be ~~six~~ eight dollars ~~(\$6.00)~~ (\$8.00) per player;
  - (6) Daily trail fees shall be four dollars and fifty cents (\$4.50);
  - (7) Annual regular green fee memberships shall be four hundred twenty dollars (\$420.00);
  - (8) Annual junior green fee memberships shall be one hundred ninety-seven dollars and forty cents (\$197.40);
  - (9) Annual regular green fee membership with half golf car shall be one thousand dollars (\$1,000.00);
- (b) The following rates, which do not include tax, will be in effect for all day play at the John Conrad Regional Golf Course:
  - (1) Regular green fees shall be ~~twenty five dollars (\$25.00)~~ twenty eight dollars (\$28.00);

- 1 (2) Green fees for City of Midwest City employees shall be ten dollars and  
2 fifty cents (\$10.50);
- 3 (3) Green fees for seniors (age fifty-five (55) or older) and military for week-  
4 days shall be ~~sixteen dollars and fifty cents (\$16.50)~~ seventeen dollars  
5 (\$17.00). This fee shall also apply after 12:00 p.m. on Saturdays, Sundays  
6 and federal holidays;
- 7 (4) Green fees for juniors shall be ~~six dollars (\$6.00)~~ seven dollars (\$7.00).  
8 This fee shall also apply after 12:00 p.m. on Saturdays, Sundays and fed-  
9 eral holidays ;
- 10 (5) Registered school golf team green fees shall be four dollars (\$4.00);
- 11 (6) Twilight green fees (after 2:00 pm during daylight savings time and after  
12 1:00 pm during regular time) shall be ~~sixteen dollars (\$16.00)~~ twenty dol-  
13 lars (\$20.00);
- 14 (7) Dusk green fees shall be ~~eight dollars (\$8.00) after 6:00 p.m.~~ seventeen  
15 dollars (\$17.00) after 4:00 p.m.;
- 16 (8) Sunset green fees shall be nine dollars (\$9.00) after 6:00 p.m.;
- 17 (8)(9) Golf car rentals shall be ~~twenty eight dollars (\$28.00)~~ thirty dollars  
18 (\$30.00) for eighteen (18) holes. Single rider car rental shall be ~~fourteen~~  
19 dollars (\$14.00) fifteen dollars (\$15.00) for eighteen (18) holes. Golf car  
20 rentals shall be ~~fourteen dollars (\$14.00)~~ fifteen dollars (\$15.00) for nine  
21 (9) holes. Single rider car rental shall be ~~seven dollars (\$7.00)~~ seven dol-  
22 lars and fifty cents(\$7.50) for nine (9) holes.
- 23 (9)(10) Trail fees shall be ~~ten dollars (\$10.00)~~ fifteen dollars (\$15.00);
- 24 (10)(11) Senior (age fifty-five (55) or older) trail fees shall be ~~seven dollars~~  
25 (\$7.00) ten dollars (\$10.00);
- 26 (11)(12) Annual locker rental fee shall be thirty dollars (\$30.00);
- 27 (12)(13) Driving range fees shall be ~~three dollars and twenty five cents~~  
(\$3.25) three dollars and fifty cents (\$3.50).
- (13)(14) Annual green fee memberships shall be ~~one thousand five hun-~~  
dered dollars (\$1,500) two thousand eight hundred dollars (\$2,800.00)  
(walking only);
- (14) Annual green fee membership with half golf car rental shall be two thou-  
sand three hundred forty dollars (\$2,340.00)
- (15) Annual Monday through Friday green fee memberships shall be nine hun-  
dred and ninety dollars (\$990.00);
- (16) Annual Monday through Friday green fee membership with half golf car  
rental shall be ~~one thousand eight hundred thirty dollars (\$1,830.00)~~
- (17)(15) Annual junior green fee memberships shall be ~~three hundred sixty~~  
dollars (\$360.00) seven hundred dollars (\$700.00)(walking only);

1 ~~(18)(16)~~ Annual ~~trail fee, with annual~~ senior green fee membership, shall be  
2 ~~six hundred dollars (\$600.00) one thousand seven hundred dollars~~  
3 ~~(\$1,700.00)(walking only);~~

4 ~~(19)(17)~~ ~~Regular green fees for each 18 holes played after 3:00 p.m. on~~  
5 ~~Mondays year round and 1:00 to 3:00 Tuesday through Thursday shall be~~  
6 ~~nine dollars (\$9.00). This fee shall not apply on federal holidays, or for~~  
7 ~~tournaments or league play. Annual Midwest City resident green fee~~  
8 ~~membership, shall be two thousand eight dollars (\$2,800.00)(with cart).~~

9 SECTION 2. EFFECTIVE DATE. This ordinance shall be in force and effect on and  
10 \_\_\_\_\_, 2022.

11 SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby re-  
12 pealed.

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

16 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the  
17 22 day of February 2022.

18 THE CITY OF MIDWEST CITY, OKLAHOMA

19 \_\_\_\_\_  
20 MATTHEW D. DUKES, II, Mayor

21 ATTEST: \_\_\_\_\_

22 \_\_\_\_\_  
23 SARA HANCOCK, City Clerk

24 APPROVED as to form and legality this \_\_\_\_\_ day of February,  
25 2022.

26 \_\_\_\_\_  
27 DONALD MAISCH, City Attorney

1 **ORDINANCE \_\_\_\_\_**

2 **AN ORDINANCE AMENDING CHAPTER 30, PARKS AND RECREATION, OF THE**  
3 **MIDWEST CITY CODE, ARTICLE IV, GOLF, BY AMENDING SECTION 30-46 (a)(b),**  
4 **GOLF COURSE RATES; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING**  
5 **FOR REPEALER AND SEVERABILITY.**

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

7 **ORDINANCE**

8 **SECTION 1.** That Chapter 30, Parks and Recreation, of the Midwest City Code, Article IV, Golf, Sec-  
9 tion 30-46 (a)(b), Golf course rates, be amended to read as follows:

- 10 (a) The following rates, which do not include tax, will be in effect at the Hidden  
11 Creek Family Golf Course for each nine (9) holes played:
- 12 (1) Regular nine-hole green fees shall be eight dollars and seventy-five cents  
13 (\$8.75) and for all day play shall be fourteen dollars (\$14.00) and Foot-  
14 golf nine-hole green fee shall be six dollars (\$6.00);
  - 15 (2) Regular nine-hole green fees for city of Midwest City employees shall be  
16 six dollars and twenty-five cents (\$6.25) and regular all day green fees for  
17 city of Midwest City employees shall be ten dollars (\$10.00);
  - 18 (3) Regular nine-hole green fees for seniors (age fifty-five (55) or older), and  
19 military, for weekdays shall be seven dollars (\$7.00) and for all day play  
20 shall be ten dollars and thirty cents (\$10.30);
  - 21 (4) Regular nine-hole green fees for juniors shall be four dollars (\$4.00) and  
22 for all day play shall be six dollars (\$6.00);
  - 23 (5) Nine-hole golf car rental shall be eight dollars (\$8.00) per player;
  - 24 (6) Daily trail fees shall be four dollars and fifty cents (\$4.50);
  - 25 (7) Annual regular green fee shall be four hundred twenty dollars (\$420.00);
  - 26 (8) Annual junior green fee shall be one hundred ninety-seven dollars and  
27 forty cents (\$197.40);
  - 28 (9) Annual regular green fee with half golf car shall be one thousand dollars  
29 (\$1,000.00);
- 30 (b) The following rates, which do not include tax, will be in effect for all day play at  
31 the John Conrad Regional Golf Course:
- 32 (1) Regular green fees shall be twenty eight dollars (\$28.00);
  - 33 (2) Green fees for City of Midwest City employees shall be ten dollars and  
34 fifty cents (\$10.50);



- (3) Green fees for seniors (age fifty-five (55) or older) and military for week-days shall be seventeen dollars (\$17.00). This fee shall also apply after 12:00 p.m. on Saturdays, Sundays and federal holidays;
- (4) Green fees for juniors shall be seven dollars (\$7.00). This fee shall also apply after 12:00 p.m. on Saturdays, Sundays and federal holidays ;
- (5) Registered school golf team green fees shall be four dollars (\$4.00);
- (6) Twilight green fees (after 2:00 pm during daylight savings time and after 1:00 pm during regular time) shall be twenty dollars (\$20.00);
- (7) Dusk green fees shall be seventeen dollars (\$17.00) after 4:00 p.m.;
- (8) Sunset green fees shall be nine dollars (\$9.00) after 6:00 p.m.;
- (9) Golf car rentals shall be thirty dollars (\$30.00) for eighteen (18) holes. Single rider car rental shall be fifteen dollars (\$15.00) for eighteen (18) holes. Golf car rentals shall be fifteen dollars (\$15.00) for nine (9) holes. Single rider car rental shall be seven dollars and fifty cents(\$7.50) for nine (9) holes.
- (10) Trail fees shall be fifteen dollars (\$15.00);
- (11) Senior (age fifty-five (55) or older) trail fees shall be ten dollars (\$10.00);
- (12) Annual locker rental fee shall be thirty dollars (\$30.00);
- (13) Driving range fees shall be three dollars and fifty cents (\$3.50).
- (14) Annual green fee shall two thousand eight hundred dollars (\$2,800.00) (walking only);
- (15) Annual junior green fee shall be seven hundred dollars (\$700.00)(walking only);
- (16) Annual green fee, shall be one thousand seven hundred dollars (\$1,700.00)(walking only);
- (17) Annual Midwest City resident green fee, shall be two thousand eight hundred dollars (\$2,800.00)(with cart).

SECTION 2. EFFECTIVE DATE. This ordinance shall be in force and effect on and \_\_\_\_\_, 2022.

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.

1 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the  
2 22 day of February 2022.

3 THE CITY OF MIDWEST CITY, OKLAHOMA

4 \_\_\_\_\_  
5 MATTHEW D. DUKES, II, Mayor

6 ATTEST: \_\_\_\_\_

7 \_\_\_\_\_  
8 SARA HANCOCK, City Clerk

9 APPROVED as to form and legality this \_\_\_\_\_ day of February 2022.

10 \_\_\_\_\_  
11 DONALD MAISCH, City Attorney

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NEW BUSINESS/  
PUBLIC DISCUSSION





EXECUTIVE SESSION





**Economic Development**  
100 N. Midwest Blvd.  
Midwest City, OK 73110  
rcoleman@midwestcityok.org  
Office: 405-739-1218/Fax: 405-739-1208  
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Councilmember

FROM: Robert Coleman, Economic Development Director

DATE: February 22, 2022

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

---

Appropriate information will be dispersed during executive session.

*Robert Coleman*

---

Robert Coleman  
Economic Development Director



**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
[tlyon@midwestcityok.org](mailto:tlyon@midwestcityok.org)  
Office: 405.739.1201  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Tim Lyon, City Manager

DATE: February 22, 2022

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

---

Appropriate information will be dispersed during executive session.

Tim L. Lyon, City Manager



FURTHER INFORMATION





*The City of*

*MIDWEST CITY*

*COMMUNITY DEVELOPMENT DEPARTMENT*

To: Honorable Mayor and Council

From: Billy Harless, Community Development Director

Date: February 22, 2022

Subject: Monthly Residential and Commercial Building report for January 2022

We had 6 new commercial construction permits this month. New house permits are coming in at a good rate. Community Development is very busy with permits and inspections.

Billy Harless, AICP

Community Development Director

BH:ad





# The City of Midwest City

## Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

### Building Permits Summary - Issued 1/1/2022 to 1/31/2022

#### **Building - Commercial & Industrial**

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
3	Com Addition Bldg Permit	\$890,000.00
2	Com Demolition Permit	\$59,960.00
6	Com General Electrical Permit	
4	Com General Mechanical Permit	
3	Com General Plumbing Permit	
6	Com New Const Bldg Permit	\$3,170,000.00
1	Com New Const Mechanical Permit	
4	Com New Const Plumbing Permit	
5	Com Remodel Bldg Permit	\$1,277,876.00
2	Com Sign Permit	\$18,000.00
<b>Total Value of Building - Commercial &amp; Industrial:</b>		<b>5,415,836.00</b>

#### **Building - Residential**

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
5	Res Accessory Bldg Permit	\$82,000.00
2	Res Demolition Permit	\$11,820.00
6	Res Driveway Permit	
2	Res Duplex New Const Bldg Permit	\$300,000.00
1	Res Fence Permit	\$500.00
46	Res General Electrical Permit	
18	Res General Mechanical Permit	
56	Res General Plumbing Permit	
19	Res New Const Electrical Permit	
6	Res New Const Mechanical Permit	
22	Res New Const Plumbing Permit	
11	Res Roofing Permit	\$101,800.00
1	Res Single-Fam Addition Bldg Permit	\$5,600.00
14	Res Single-Fam New Const Bldg Permit	\$2,356,467.00
6	Res Single-Fam Remodel Building Permit	\$121,300.00
9	Res Storm Shelter Permit	\$38,685.00
<b>Total Value of Building - Residential:</b>		<b>3,018,172.00</b>

**Grand Total: \$8,434,008.00**



# The City of Midwest City Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits by Type - Issued 1/1/2022 to 1/31/2022

## Building - Commercial & Industrial

### Com Addition Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/7/22	1109 S AIR DEPOT BLVD, 73110	SPRINGFIELD BUILDERS	B-21-0689	\$250,000.00
1/17/22	7311 SE 29TH ST, MWC, OK, 73110	Greg Coker- Progressive Constructors, Inc.	B-21-2456	\$90,000.00
1/27/22	7211 SE 29TH ST, MWC, OK, 73110	Jack Moore - Owners Rep for Collett and Assoc - STC III, LLC	B-21-0880	\$550,000.00
				<b>\$890,000.00</b>

### Com Demolition Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/7/22	301 N MIDWEST BLVD, 73110	MIDWEST WRECKING	B-21-2447	\$59,960.00
1/25/22	5920 SE 15TH ST, 73110	MIDWEST WRECKING	B-21-2929	
				<b>\$59,960.00</b>

### Com New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/4/22	5615 SE 15TH ST, 73110	Steven Cooksey	B-21-2176	\$600,000.00
1/18/22	5900 SE 15TH ST, 73110	COFFEY, JULIE	B-21-2031	\$350,000.00
1/19/22	1740 S SOONER RD, OK, 73110	Phase One Design - William Sullens	B-21-1716	\$1,400,000.00
1/25/22	5910 SE 15TH ST, 73110	NAFA ENGINEERING	B-21-2820	\$120,000.00
1/25/22	1635 Felix Pl., 73110	VAUGHAN, DAVID	B-21-2361	\$200,000.00
1/25/22	1732 S SOONER RD, 73110	Phase One Design - William Sullens	B-21-2019	\$500,000.00
				<b>\$3,170,000.00</b>

### Com Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/3/22	8306 NE 10TH ST, 73110	BROWN, TRENTON	B-21-1120	\$40,000.00
1/12/22	1212 S AIR DEPOT BLVD, #9, 73110	GOTCHER, NICHOLAS	B-21-2240	\$2,876.00
1/17/22	7311 SE 29TH ST, MWC, OK, 73110	Greg Coker- Progressive Constructors, Inc.	B-21-2457	\$635,000.00
1/24/22	7617 E RENO AVE, 73110	Dervish Krasnic	B-21-1205	\$425,000.00
1/27/22	7211 SE 29TH ST	KRISTEN COOPER	B-21-0343	\$175,000.00
				<b>\$1,277,876.00</b>

### Com Sign Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/25/22	1720 HUDIBURG DR, MWC, OK, 73110	Metro Sign	B-21-2789	\$9,000.00
1/25/22	1720 HUDIBURG DR, MWC, OK, 73110	Metro Sign	B-21-2792	\$9,000.00
				<b>\$18,000.00</b>

## Building - Residential

**Res Accessory Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/12/22	10341 SE 24TH ST, 73130	Jacob Powell	B-21-2493	\$2,500.00
1/13/22	10625 LE JEAN, 73130	HIXON, MARTHA	B-21-2914	\$6,000.00
1/25/22	13188 SE 17TH ST, MWC, OK, 73020	brandon Swearingen	B-21-2884	\$45,000.00
1/26/22	408 W CURTIS DR, 73110	MAYNARD-WISE, JOVONNA	B-21-2871	\$7,000.00
1/26/22	10235 ST PATRICK DR, 73130	SEWELL, TODD	B-22-0119	\$21,500.00
				<b>\$82,000.00</b>

**Res Demolition Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/5/22	10506 BELLVIEW DR, 73130	MIDWEST WRECKING	B-21-2835	\$6,210.00
1/13/22	9602 SE 4TH ST, 73130	MIDWEST WRECKING	B-21-2921	\$5,610.00
				<b>\$11,820.00</b>

**Res Driveway Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/5/22	10473 TURTLE BACK DR, 73130	MARRUFO CONCRETE	B-22-0025	
1/6/22	10316 NE 7TH ST, 73130	MUD & STEEL CONSTRUCTION	B-22-0026	
1/11/22	13223 SAWTOOTH OAK RD, 73020	RAYOS CONCRETE	B-22-0059	
1/11/22	217 E DOUGLAS DR, 73110	FRYMIRE CONCRETE CONSTRUCTION	B-22-0060	
1/24/22	11760 E ROBIN RD, MIDWEST CITY, OK, 0	OCHOA CONCRETE	B-22-0152	
1/24/22	7309 SE 15TH ST, 73110	MAGERS, CURTIS	B-22-0155	

**Res Duplex New Const Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/14/22	8784 PATRIOT DR, 73110	Laura Ramer	B-21-2589	\$150,000.00
1/14/22	8786 PATRIOT DR, 73110	Laura Ramer	B-21-2590	\$150,000.00
				<b>\$300,000.00</b>

**Res Fence Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/26/22	706 E BELLVIEW DR, 73130	Alan Vaez	B-21-2819	\$500.00
				<b>\$500.00</b>

**Res General Electrical Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/24/22	1716 THOMPSON DR, 73110	BOYLES, AARON SHANE	B-21-2318	

**Res Roofing Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/3/22	120 W STEED DR, 73110	PARKER BROTHERS ROOFING	B-22-0012	\$10,000.00
1/4/22	9132 SUN COUNTRY DR, 73130	PARKER BROTHERS ROOFING	B-22-0017	\$13,600.00
1/4/22	1029 BIG OAK DR, 73110	SH VAUGHN CONSTRUCTION	B-22-0019	
1/6/22	9601 WILLOW WIND DR, 73130	ADVANCED ROOFING	B-22-0040	\$25,000.00
1/6/22	1001 MEADOWVALE DR, 73110	PARKER BROTHERS ROOFING	B-22-0041	
1/13/22	1800 AVERY AVE, 73130	MHM CONSTRUCTION	B-22-0074	\$10,500.00
1/18/22	2341 AVERY AVE, 73130	MHM CONSTRUCTION	B-22-0098	\$10,700.00
1/18/22	1132 LIVEOAK DR, 73110	PARKER BROTHERS ROOFING	B-22-0117	
1/24/22	3516 N GLENOAKS DR, 73110	ROOF TECH OF OKLAHOMA	B-22-0153	\$10,000.00

1/25/22	109 E RIDGEWOOD DR, 73110	MHM CONSTRUCTION INC	B-22-0172	
1/28/22	3225 MEADOWOOD DR, 73110	RC ROOFING SOLUTIONS	B-22-0207	\$22,000.00

**\$101,800.00**

**Res Single-Fam Addition Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/7/22	10124 ALICIA DR, MWC, OK, 73130	carl martin	B-21-2693	\$5,600.00

**\$5,600.00**

**Res Single-Fam New Const Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/12/22	13271 SAWTOOTH OAK RD, 73020	Melissa Mallory	B-21-0764	\$178,000.00
1/12/22	13259 SAWTOOTH OAK RD, 73020	Melissa Mallory	B-21-0657	\$177,000.00
1/17/22	13239 SAWTOOTH OAK RD, 73020	Melissa Mallory	B-21-0803	\$159,000.00
1/18/22	2512 POST OAK RD, 73020	Melissa Mallory	B-21-0714	\$154,000.00
1/19/22	10493 TURTLE BACK DR, 73130	Home Creations, Inc	B-21-0164	\$152,506.00
1/19/22	10485 TURTLE BACK DR, 73130	Home Creations, Inc.	B-21-0374	\$129,000.00
1/20/22	2021 CREEKRIDGE DR, 73141	CENTRAL OKLAHOMA HABITAT	B-21-0958	\$105,000.00
1/21/22	10509 TURTLE BACK DR, 73130	Home Creations, Inc	B-21-0175	\$152,525.00
1/21/22	13223 SAWTOOTH OAK RD, 73020	Melissa Mallory	B-21-0882	\$213,000.00
1/24/22	10107 ST PATRICK DR, 73130	BARRON CONSTRUCTION	B-21-0294	\$85,000.00
1/24/22	2405 FOREST GLEN DR, 73020	Swm & Sons	B-21-2902	\$285,000.00
1/25/22	10505 TURTLE BACK DR, 73130	HOME CREATIONS	B-21-0170	\$131,436.00
1/26/22	1002 RYAN RIDGE CT, 73130	Monarch Homes, LLC	B-21-1791	\$290,000.00
1/28/22	10473 TURTLE BACK DR, 73130	Home Creations, Inc.	B-21-0417	\$145,000.00

**\$2,356,467.00**

**Res Single-Fam Remodel Building Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/3/22	312 CHAR LN, MWC, OK, 73110	Ravi Singh	B-21-2799	\$5,000.00
1/13/22	209 KATHLEEN DR, 73110	KOHAO & KOHAO HOLDINGS	B-21-0614	\$15,000.00
1/26/22	6617 SE 15TH ST	STEMPER BROTHERS	B-21-1680	
1/26/22	1716 THOMPSON DR, 73110	Kristi Stemper	B-21-2017	\$50,000.00
1/27/22	3805 N SHADYBROOK DR, 73110	Hallie McIntosh	B-22-0018	\$2,800.00
1/31/22	5705 SE 5TH ST, MWC, OK, 73110	Brian Higgins	B-21-2729	\$48,500.00

**\$121,300.00**

**Res Storm Shelter Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/3/22	2512 POST OAK RD, 73020	Melissa Mallory	B-21-2869	\$2,500.00
1/6/22	8901 NE 10TH ST, MIDWEST CITY, OK, 0	Kathy Howard	B-21-2878	\$3,200.00
1/11/22	2583 SHADY HOLLOW, 73020	Jennifer lee	B-21-2860	\$3,500.00
1/14/22	1002 RYAN RIDGE CT, 01, OK, 73130	Monarch Homes LLC	B-21-2815	\$800.00
1/14/22	1010 RYAN RIDGE CT, 73130	Monarch Homes LLC	B-21-2817	\$800.00
1/14/22	1006 RYAN RIDGE CT, 73130	Monarch Homes LLC	B-21-2816	\$800.00
1/31/22	400 W ERCOUPE DR, MWC, OK, 73110	OZ SAFE ROOMS	B-22-0054	\$9,292.50
1/31/22	400 W ERCOUPE DR, MWC, OK, 73110	WILLIAMS, JOHN & MARILYNN	B-22-0054	\$9,292.50
1/31/22	200 MAGNOLIA RIDGE, 73130	Mitch Wagner	B-21-2910	\$8,500.00
1/31/22	10518 BELLVIEW DR, 73130	Gauronski, Daniel & Kirsty	B-22-0087	\$9,292.50

**\$47,977.50**

**Grand Total: \$8,443,300.50**



# The City of Midwest City

## Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

### Inspections Summary - Inspected 1/1/2022 to 1/31/2022

<u>Inspection Description</u>	<u>Count</u>
Accessory Bldg Inspection	6
Buildings - CO Inspection & Sign Off	10
Buildings - CO Reinspection & Sign Off	2
Com Building Final Inspection	7
Com Drainage 1 Inspection	1
Com Drainage2 Inspection	1
Com Drainage3 Inspection	1
Com Drainage4 Inspection	1
Com Drainage5 Inspection	1
Com Duct Smoke Detector Retest/Reinspection	1
Com Duct Smoke Detector Test/Inspection	3
Com Electrical Ceiling Inspection	2
Com Electrical Ceiling Reinspection	1
Com Electrical Final Inspection	7
Com Electrical Final Reinspection	2
Com Electrical Ground Inspection	1
Com Electrical Rough-in Inspection	1
Com Electrical Service Inspection	2
Com Fire Alarm Final Inspection	1
Com Fire Sprinkler Final Inspection	1
Com Footing & Building Setback Inspection	2
Com Footing & Building Setback Reinspection	1
Com Framing Inspection	1
Com Grease Trap Rough Inspection	5
Com Grease Trap Rough Reinspection	1
Com Hood Suppression Inspection	1
Com Mechanical Final Inspection	2
Com Mechanical Rough-in Inspection	1
Com Plumbing Final Inspection	3
Com Plumbing Rough-in Inspection	3
Com Roofing Inspection	1
Com Vent Hood Final Inspection	1
County Health - CO Inspection & Sign Off	3
Electrical Generator Inspection	5
Electrical Generator Reinspection	2
Fire - CO Inspection & Sign Off	12
Fire - CO Reinspection & Sign Off	3
General Inspection	10
Hot Water Tank Inspection	17
Hot Water Tank Reinspection	1
Irrigation System Inspection	2
Mechanical Change Out Inspection	10
Mechanical Change Out Reinspection	3
OMMA CC Inspection - Buildings	2
OMMA CC Inspection - ComDev Utilities	3
OMMA CC Inspection - Fire	2

OMMA CC Inspection - Planning	2
OMMA CC Reinspection	1
OMMA CC Reinspection - Fire	1
Planning - CO Inspection & Sign Off	18
Pre-Con Site Inspection/Meeting	4
Res Building Final Inspection	6
Res Building Final Reinspection	1
Res Drainage1 Inspection	9
Res Drainage2 Inspection	9
Res Drainage3 Inspection	7
Res Drainage4 Inspection	8
Res Drainage4 Reinspection	1
Res Drainage5 Inspection	5
Res Driveway Inspection	8
Res Driveway Reinspection	1
Res Electrical Final Inspection	16
Res Electrical Final Reinspection	12
Res Electrical Ground Inspection	2
Res Electrical Pool Bonding Inspection	2
Res Electrical Pool Bonding Reinspection	1
Res Electrical Rough-in Inspection	11
Res Electrical Rough-in Reinspection	2
Res Electrical Service Inspection	19
Res Electrical Service Reinspection	8
Res Fence Inspection	1
Res Footing & Building Setback Inspection	17
Res Footing & Building Setback Reinspection	3
Res Framing Inspection	7
Res Framing Reinspection	5
Res Gas Meter Inspection	9
Res Gas Meter Reinspection	2
Res Gas Piping Inspection	17
Res Gas Piping Reinspection	6
Res Insulation Inspection	6
Res Mechanical Final Inspection	8
Res Mechanical Final Reinspection	3
Res Mechanical Rough-in Inspection	5
Res Plumbing Final Inspection	14
Res Plumbing Final Reinspection	5
Res Plumbing Ground Inspection	15
Res Plumbing Rough-in Inspection	6
Res Plumbing Rough-in Reinspection	3
Res Roofing Inspection	2
Res Sewer Service Inspection	27
Res Sewer Service Reinspection	1
Res Storm Shelter Inspection	4
Res Temporary Electrical Pole Inspection	5
Res Temporary Electrical Pole Reinspection	3
Res Termite Inspection	10
Res Water Service Line Inspection	20
Residential Meter Tap Inspection	5
Residential Meter Tap Reinspection	1
Sewer Cap Inspection	2
Sign Inspection	5
<hr/>	
Total Number of Inspections:	520



## MUNICIPAL AUTHORITY AGENDA

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

February 22, 2022 – 6:01 PM

Presiding members: Chairman Matt Dukes

Trustee Susan Eads

Trustee Sean Reed

City Manager Tim Lyon

Trustee Pat Byrne

Trustee Christine Allen

City Clerk Sara Hancock

Trustee Española Bowen

Trustee Rick Favors

City Attorney Don Maisch

A. CALL TO ORDER.

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

1. Discussion and consideration for adoption, including any possible amendment, of the January 25, 2022 meeting minutes. (City Clerk - S. Hancock)

2. Discussion and consideration for adoption, including any possible amendment of, the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending January 31, 2022. (City Manager - T. Lyon)

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

D. EXECUTIVE SESSION.

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

E. ADJOURNMENT.



CONSENT AGENDA





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

## **Midwest City Municipal Authority Minutes**

**January 25, 2022**

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

Chairman Matt Dukes called the meeting to order at 7:08 PM with the following members present:

Trustee Pat Byrne	Trustee Sean Reed	General Manager Tim Lyon
Trustee Española Bowen	Trustee Christine Allen	Secretary Sara Hancock
	Trustee Rick Favors	Counsel Don Maisch

Absent: Trustee Susan Eads

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

1. Discussion and consideration for adoption, including any possible amendment, of the December 14, 2021 meeting minutes.
2. Discussion and consideration for adoption, including any possible amendment of, the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending November 30, 2021 and December 31, 2021.

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

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:08 PM.

ATTEST:

\_\_\_\_\_  
MATTHEW D DUKES II, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary



THE CITY OF  
**MIDWEST CITY**

**MEMORANDUM**

TO: Honorable Chairman and Trustees  
Midwest City Municipal Authority

FROM: Tim Lyon, City Manager

DATE: February 22, 2022

RE: Discussion and consideration for adoption, including any possible amendment of, the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending January 31, 2022.

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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*

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Tim Lyon  
City Manager

Attachment (1)

**SHERATON MIDWEST CITY HOTEL AT THE REED CENTER**

<b>Fiscal Year 2021-2022</b>	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
<b>Revenue</b>												
Budgeted (MTD)	218,175	269,249	277,204	320,392	287,445	230,076	<b>224,889</b>					
Actual (MTD)	165,309	267,937	203,272	242,338	106,151	94,137	<b>33,427</b>					
Budgeted (YTD)	218,175	487,424	764,628	1,085,020	1,372,465	1,602,541	<b>1,827,430</b>					
Actual (YTD)	165,309	433,247	636,518	878,856	985,007	1,079,144	<b>1,112,571</b>					
<b>Expenses</b>												
Budgeted (MTD)	276,863	304,951	298,180	318,622	307,935	281,813	<b>261,066</b>					
Actual (MTD)	217,027	271,844	249,791	246,471	124,488	164,155	<b>101,046</b>					
Budgeted (YTD)	276,863	581,814	879,994	1,198,616	1,506,551	1,788,364	<b>2,049,430</b>					
Actual (YTD)	217,027	488,872	738,663	985,134	1,109,622	1,273,777	<b>1,374,823</b>					
<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	(56,688)	(35,702)	(20,976)	1,770	(20,490)	(51,737)	<b>(36,177)</b>					
Actual (MTD)	(51,718)	(3,907)	(46,520)	(4,133)	(18,337)	(70,017)	<b>(67,619)</b>					
Budgeted (YTD)	(56,688)	(94,390)	(115,366)	(113,596)	(134,086)	(185,823)	<b>(222,000)</b>					
Actual (YTD)	(51,718)	(55,625)	(102,145)	(106,278)	(124,615)	(194,633)	<b>(262,251)</b>					

<b>Key Indicators</b>												
Hotel Room Revenue	140,152	138,336	115,422	135,084	1,266	2,150	<b>1,452</b>					
Food and Banquet Revenue	21,229	120,339	76,791	97,591	91,680	91,702	<b>28,934</b>					

<b>Fiscal Year 2020-2021</b>	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21
<b>Revenue</b>												
Budgeted (MTD)	343,261	453,583	525,877	507,546	455,087	297,747	227,478	357,427	514,440	483,447	447,593	415,608
Actual (MTD)	209,220	96,171	166,050	141,030	196,284	98,762	110,610	119,566	178,607	183,566	128,960	228,854
Budgeted (YTD)	343,261	796,844	1,322,721	1,830,267	2,285,354	2,583,101	2,810,579	3,168,006	3,682,446	4,165,893	4,613,486	5,029,094
Actual (YTD)	209,220	305,391	471,441	612,471	808,756	907,517	1,018,127	1,137,693	1,316,301	1,499,867	1,628,827	1,857,681
<b>Expenses</b>												
Budgeted (MTD)	402,630	455,299	469,746	481,160	435,035	370,311	312,141	359,557	443,494	451,607	419,406	410,317
Actual (MTD)	206,494	166,450	189,154	173,890	187,703	140,339	168,038	152,009	184,421	208,906	174,967	241,097
Budgeted (YTD)	402,630	857,929	1,327,675	1,808,835	2,243,910	2,614,221	2,926,362	3,285,919	3,729,413	4,181,020	4,600,426	5,010,743
Actual (YTD)	206,494	372,944	562,098	735,987	923,690	1,064,029	1,232,066	1,384,076	1,568,497	1,777,403	1,952,369	2,193,466
<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	(59,369)	(1,716)	56,131	26,386	20,912	(72,564)	(84,663)	(2,130)	70,946	31,840	28,187	5,291
Actual (MTD)	2,726	(68,563)	(23,104)	(32,859)	8,582	(41,577)	(57,428)	(32,443)	(5,814)	(25,340)	(46,006)	(12,242)
Budgeted (YTD)	(59,369)	(61,085)	(4,954)	21,432	41,444	(31,120)	(115,783)	(117,913)	(46,967)	(15,127)	13,060	18,351
Actual (YTD)	2,726	(67,553)	(90,657)	(123,516)	(114,935)	(156,511)	(213,939)	(246,383)	(252,196)	(277,536)	(323,543)	(335,785)



NEW BUSINESS/  
PUBLIC DISCUSSION





EXECUTIVE SESSION





**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
[tlyon@midwestcityok.org](mailto:tlyon@midwestcityok.org)  
Office: 405.739.1201  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

TO: Honorable Chairman and Trustees

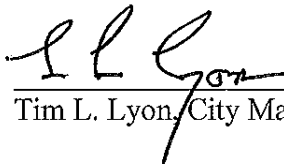
FROM: Tim Lyon, City Manager

DATE: February 22, 2022

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

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Appropriate information will be dispersed during executive session.

  
\_\_\_\_\_  
Tim L. Lyon, City Manager



**MEMORIAL HOSPITAL AUTHORITY AGENDA**

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

February 22, 2022 – 6:02 PM

Presiding members: Chairman Matt Dukes

Trustee Susan Eads

Trustee Sean Reed

City Manager Tim Lyon

Trustee Pat Byrne

Trustee Christine Allen

City Clerk Sara Hancock

Trustee Española Bowen

Trustee Rick Favors

City Attorney Don Maisch

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration for adoption, including any possible amendment, of the January 25, 2022 meeting minutes. (City Clerk - S. Hancock)
2. Discussion and consideration, including any possible amendment, of approving the funding recommendations of the Board of Grantors to the eligible FY 2021-2022 grant applicants not to exceed \$590,258.00 as budgeted. (General Manager - Tim Lyon)
3. Discussion and consideration of adoption, including any possible amendment, of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance - T. Cromar)

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

D. ADJOURNMENT.



DISCUSSION ITEMS





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

## Midwest City Memorial Hospital Authority Minutes

January 25, 2022

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

Chairman Matt Dukes called the meeting to order at 7:08 PM with the following members present:

	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Christine Allen	Secretary Sara Hancock
Trustee Española Bowen	Trustee Rick Favors	Counsel Don Maisch

Absent: Trustee Susan Eads

CONSENT AGENDA. Reed made a motion to approve the minutes, seconded Favors. Voting aye: Byrne, Bowen, Reed, Allen, Favors and Dukes. Absent: Eads. Nay: None. Motion carried.

1. Discussion and consideration for adoption, including any possible amendment, of the December 14, 2021 meeting minutes.
2. Discussion and consideration for adoption, including any possible amendment, of an agreement with SSM Health to lease a portion of 301 N Midwest Blvd. for an off premise sign.
3. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following fund for FY 2021-2022, increase: Hospital Authority Fund, Revenue/Miscellaneous (90) \$94,600: expenditures/Hospital Authority (90) \$11,294,600.

### DISCUSSION ITEMS.

1. **Discussion and consideration of adoption, including any possible amendment, of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No Action Needed

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

At 7:10 PM Reed made a motion to recess, seconded by Allen. Voting aye: Byrne, Bowen, Reed, Allen, Favors and Dukes. Absent: Eads. Nay: None. Motion carried.

At 7:23 PM Allen made a motion to reconvene, seconded by Reed. Voting aye: Byrne, Bowen, Reed, Allen, Favors and Dukes. Absent: Eads. Nay: None. Motion carried.

### EXECUTIVE SESSION.

- 1. Discussion and consideration of 1) entering into executive session, as allowed under Title 25 Section 307 (B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest; and 2) authorizing the General Manager/Administrator to take action as appropriate based on discussion. Reed made motion to proceed as discussed, seconded by Allen. Voting aye: Byrne, Bowen, Reed, Allen, Favors and Dukes. Absent: Eads. Nay: None. Motion carried.**

At 7:23 PM Allen made a motion to enter into Executive Session, seconded by Reed. Voting aye: Byrne, Bowen, Reed, Allen, Favors and Dukes. Absent: Eads. Nay: None. Motion carried.

At 8:00 PM Favors made a motion to return to Open Session, seconded by Allen. Voting aye: Byrne, Bowen, Reed, Allen, Favors and Dukes. Absent: Eads. Nay: None. Motion carried.

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

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:00 PM.

ATTEST:

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MATTHEW D DUKES II, Chairman

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SARA HANCOCK, Secretary



Midwest City Memorial Hospital Authority  
100 North Midwest Boulevard Midwest City, OK 73110  
Office (405) 739-1207  
tlyon@midwestcityok.org  
www.midwestcityok.org

## MEMORANDUM

To: Midwest City Memorial Hospital Authority Trustees

From: Tim Lyon, General Manager/Administrator

Date: February 22, 2022

Subject: Discussion and consideration, including any possible amendment, of approving the funding recommendations of the Board of Grantors to the eligible FY 2021-2022 grant applicants not to exceed \$590,258.00 as budgeted.

The Board of Grantors met on February 10, 2022 to review the eligible FY 2021-22 grant applications for the purpose of making a recommendation to the Memorial Hospital Authority Trustees. The following recommendations totaling \$590,258.00 were unanimously approved by the Board of Grantors to bring before you. The full list of applicants and history of awards is attached for your review.

BOG Recommendations to the HA for the \$590,258		
Applicant	Grant Project Summary/Purpose/Purchase	Recommended Funding
Autumn House	Update/Replace Elevator	\$125,000.00
Leah's Hope, Inc.	Strengthening Identity	\$3,500.00
MCHS Band Boosters	Bomber Band Equipment Van	\$25,000.00
Mid-Del P. S. Found.	Calming Corners	\$25,581.32
Mid-Del Tech. Center	2022 MDTC Leadership Institute	\$12,000.00
Mid-Del Youth and Family Center	Circle to Safety Project	\$9,864.00
MWC Animal Welfare	Dog Runs at the new Animal Shelter	\$18,674.00
MWC Econ. Development	EDA 2022 Business Assistance Program	\$100,000.00
MWC Fire Dept.	Health and Fitness	\$11,694.00
MWC Grants Mana. Dept.	Middle Income Homebuyer Assistance	\$50,000.00
MWC Grants Management	NIA Center Digital Signage Project	\$41,500.00
MWC Neigh. Services	Neighbors Helping Neighbors	\$6,000.00
MWC Public Works	Tree Replen./ J.B. Park Improvements	\$61,089.49
MWC Public Works	Christmas Displays for Holiday Lights	\$57,415.44
MWCHS Homerun Club	MCHS Ballpark Improvements	\$25,778.75
Rose State Found., Inc.	Young Storm Raiders! Camp	\$2,317.00
Rose State Found., Inc.	STEM 3D Printing	\$3,424.00
Rose State Found., Inc.	Drone Deploy Project	\$6,420.00
V.F.W. Post 7192	Renovation of Banquet Area	\$5,000.00

**\$590,258.00**

**FY 2021-2022 Grant Applications**

App#	Applicant Name	Grant Title	Project summary/Purpose/Purchase	Desired Amount
1	Marcellus Hankins	Drumming for the World	Purchase 16 Ngoma Drums.	\$5,000.00
2	Autumn House	Update/Replace Elevator	Purchase new elevator.	\$125,000.00
3	MWC Grants Management Dept.	Middle Income Homebuyer Assistance Program	Down payment assistance program in the Original Mile.	\$50,000.00
4	Rose State College Foundation, Inc.	Drone Depoly Project	Start-up funding for "Mapping with Drones" course.	\$6,420.00
5	Rose State College Foundation, Inc.	Young Storm Raiders! Camp	Atmospheric Science STEM Academy Course	\$2,317.00
6	Rose State College Foundation, Inc.	STEM 3D Printing	3D STEM Academy Course	\$3,424.00
7	Leah's Hope, Inc.	Strengthening Identity	Provide Temperament/ Counselling to program participants.	\$3,500.00
8	Mid-Del Youth and Family Center, Inc.	Circle to Safety Project	Complete construction of a circle driveway.	\$9,864.00
9	MWC Grants Management Dept.	Neighborhoods In Action Center Digital Signage Project	Purchase and install a digital sign for the Center.	\$41,500.00
10	Century Martial Arts	Entrance Enhancement	Construction/purchase: parking lot, light poles, lights, paint, video cameras and management system, signage.	\$376,000.00
11	MCHS Band Boosters	Bomber Band Equipment Van	Purchase a van.	\$25,000.00
12	MWC Fire Dept.	Health and Fitness	Purchase exercise equipment.	\$11,694.00
13	MWC Animal Welfare	Dog Runs at the new Animal Services Center	Purchase and install fence and gates for dogs.	\$18,674.00
14	MWC Public Works	Tree Replenishment/Joe Barnes Park Improvements	Purchase and install trees, ADA compliant sidewalk, and playground equipment.	\$88,650.00
15	MWC Public Works	Christmas Displays for Holiday Lights	Purchase 6 new displays.	\$57,415.44
16	MWCHS Homerun Club	MCHS Ballpark Improvements	Renovations to the Concession Stand and purchase a new scoreboard.	\$25,778.75
17	MWC EOC	Project COMPASS	Purchase supplies and equipment for Ready Business and CERT training.	\$36,641.00
18	Vetrans of Foreign Wars Post 7192	Renovation of Banquet Area	Purchase materials to upgrade and subdivide banquet area.	\$5,000.00
19	Mid-Del Public Schools Foundation	Calming Corners	Create calming corners in every elementary calssroom and calming room in secondary schools.	\$51,162.63
20	Star Skate, Inc.	The Future Looks Bright	Purchase and install LED Starburst System, LED Floor Ring, and UV Blacklights.	\$99,300.84
21	MWC Neighborhood Services	Neighbors Helping Neighbors	Purchase lawn and tree equipment for volunteers to help residents in need.	\$6,000.00
22	Mid-Del Technology Center	2022 MDTC Leadership Institute	Bring in EQ World Trainers for the leadership sessions.	\$12,000.00
23	MWC Economic Development	EDA 2022 Business Assistance Program	Provide matching funds to local commercial property owners as an incentive to eliminate blight.	\$100,000.00
24	Top Tier Tactical	Purchase of Embroidery Machine	Purchase an embroidery machine.	\$11,345.00
			<b>Total eligible requested</b>	<b>\$1,171,686.66</b>

**Grant History (End-of-Year Report Info.)**

Fiscal Year	# of Apps Awarded	Total Amount Awarded
FY 21-22		
FY 20-21	53	\$437,090.00
FY 19-20	18	\$458,497.00
FY 18-19	19	\$500,000.00
FY 17-18	18	\$450,000.00
FY 16-17	13	\$450,000.00
FY 15-16	11	\$425,000.00
FY 14-15	10	\$400,000.00
FY 13-14	7	\$350,000.00
FY 12-13	9	\$300,000.00
FY 11-12	11	\$380,344.00
FY 10-11	8	\$169,657.00
FY 09-10	10	\$415,326.00
FY 08-09	12	\$409,738.43
FY 07-08	0	\$0.00
FY 06-07	10	\$500,000.00
FY 05-06	26	\$449,544.74
FY 04-05	28	\$500,000.00
FY 03-04	21	\$250,000.00
FY 02-03	25	\$500,000.00
FY 01-02	30	\$500,000.00
FY 00-01	33	\$500,000.00
FY 99-11	20	\$500,000.00
FY 98-99	24	\$392,504.00
Total to Date	416	\$8,779,204.17

**MWC HOSPITAL AUTHORITY GRANT RECIPIENTS FY 2020-21 SECOND ROUND**

<b>GRANT RECIPIENT</b>	<b>PURCHASE ITEM</b>	<b>AWARD AMOUNT</b>	<b>EXPENDITURES</b>	<b>MONEY RETURNED</b>	<b>BALANCE</b>	<b>REMARKS</b>
Altitude 1291, LLC	Economic Relief	\$21,924.00	\$21,924.00		\$0.00	Emailed on 12-29
C'est Si Bon, Inc	Economic Relief	\$20,000.00	\$20,000.00		\$0.00	
Star Skate	Reimbursement for floor	\$50,000.00	-\$50,000.00		\$0.00	
La Greek Restaurant	Economic Relief	\$18,000.00	\$18,000.00		\$0.00	Emailed on 12-29
Spencer's Smokehouse BBQ	Economic Relief	\$43,319.37	-\$43,319.37		\$0.00	
Chequers	Economic Relief	\$28,000.00	\$28,000.00		\$0.00	Sent email on 9-7-21 and 11-16-21 and 12-29
Super Subs	Economic Relief	\$4,000.00	-\$2,031.90	1968.1	\$0.00	
Brielle's Bistro	Economic Relief	\$4,000.00	-\$4,000.00		\$0.00	
Seasoned Café	Economic Relief	\$20,000.00	\$20,000.00		\$0.00	Emailed on 12-29
Fuzzy's MWC	Economic Relief	\$9,500.00	-\$9,500.00		\$0.00	
BTB MWC Ops LLC	Economic Relief	\$15,000.00	\$15,000.00		\$0.00	Emailed 12-23
S&B MWC Ops LLC	Economic Relief	\$15,000.00	-\$15,000.00		\$0.00	Emailed 12-23
Hawthorn Suites	Economic Relief	\$10,000.00	\$10,000.00		\$0.00	Sent email on 11-16-21 and 12-23
HH2 to HH3 Ops LLC	Economic Relief	\$5,000.00	-\$5,000.00		\$0.00	Emailed on 12-29
The Okies Fabric Stash	Economic Relief	\$25,000.00	\$25,000.00		\$0.00	Emailed on 12-29
Pete & Bevos Restaurant Group	Economic Relief	\$2,000.00	\$2,000.00		\$0.00	Sent email on 9-7-21 and 11-16-21 and 12-29
MWC Feast	Economic Relief	\$5,000.00	-\$5,000.00		\$0.00	
Meiji MWC	Economic Relief	\$5,000.00	-\$5,000.00		\$0.00	
AAA Kopy LLC	Economic Relief	\$24,846.63	-\$24,846.63		\$0.00	
Red Rock Dentistry	Economic Relief	\$15,000.00	-\$15,000.00		\$0.00	
	Total of recommended grants	\$340,590.00				
	Total funds awarded	\$340,590.00	-\$18,773.90	\$1,968.10	\$0.00	
	Current year funding approved by Council					
	Total FY 20-21 Grant Expenditures				18,773.90	
	Monies Returned to Hospital Authority Account				1,968.10	
Updated 01/22/21 JD	<b>Total FY 20-21 Grant Monies Remaining</b>				<b>0.00</b>	

COVID-19 Small Business Relief Grant Recipients 2020-21			
GRANT RECIPIENT	AWARD AMOUNT	DATE AWARDED	Standing
Altitude 1291, LLC	\$4,000	8/18/2020	Completed
Bare Essentials	\$1,500	8/18/2020	Completed
Booger Red's	\$4,000	8/18/2020	Email sent 01-22-21 and 12-29-21
Brielle's Bistro	\$4,500	8/18/2020	Completed
Celebrity Club	\$4,000	8/18/2020	Completed
C'Est Si Bon	\$2,000	8/18/2020	Completed
Chong Wah Asian Bistro	\$4,000	8/18/2020	Completed
Computers Coffee & Chill	\$4,000	9/22/2020	Completed
Cookies By Design	\$4,000	8/18/2020	Completed
Cut Loose Hair Design	\$1,500	8/18/2020	Completed
Douglas Hair Salon	\$1,500	8/18/2020	Email sent 01-22-21 and 12-29-21
Ghost Riders Saloon	\$4,000	8/18/2020	Email sent 01-22-21 and 12-29-21
Hair by Julia	\$1,500	8/18/2020	Completed
Jazzercise	\$1,500	8/18/2020	Completed
La Greek	\$4,000	8/18/2020	Completed
Meiji MWC	\$2,000	8/18/2020	Completed
Pelican's	\$4,000	8/18/2020	Completed
Planet Bowl	\$4,000	8/18/2020	Completed
Red Rock Dentistry	\$1,500	8/18/2020	Completed
Regional Health & Wellness Center	\$1,500	8/18/2020	Completed
Ron's Hamburgers & Chili	\$2,000	8/18/2020	Completed
Seasoned Café	\$4,000	8/18/2020	Completed
Star Skate	\$4,000	8/18/2020	Completed
Super Subs	\$4,000	8/18/2020	Completed
Tana Thai	\$4,000	8/18/2020	Completed
Tequila Daisy Hair Lounge	\$1,500	8/18/2020	Completed
Tez Wingz	\$4,000	8/18/2020	Email sent 01-22-21 and 12-29-21   Completed
The Guild	\$1,500	8/18/2020	Email sent 01-22-21 and 12-29-21
The Okies Fabric Stash	\$4,000	8/18/2020	Completed
TimberView Family Dentistry	\$1,500	8/18/2020	Completed
Tumble Stars, L.L.C.	\$1,500	8/18/2020	Completed
Wert-Simpson Dental Clinic	\$1,500	8/18/2020	Completed
Wholly Guacamole	\$4,000	8/18/2020	Email sent 01-22-21 and 12-29-21
Total Awarded	\$96,500		
Alloted Grant Funds for FY20-21	\$433,090		
Remaining alloted grant funds for FY 20-21	\$340,590		

Out of Business

Total Fiscal Year \$437,090

MWC Hospital Authority GRANT RECIPIENTS 2019-20

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE	REMARKS
Mid-Del Public Schools Foundation	Our Future is Bright, But We Need Shade!	\$35,000.00	\$35,000.00		\$0.00	Sent email 01-27-21 - Alternative equipment ordered.
MWC Public Works Dept.	Solar-Powered School Zone Signals Pilot Program	\$10,000.00	\$10,000.00		\$0.00	Sent email 01-27-21 - In progress
Mid-Del Technology Center	Long Term Care Nurse Assistant Program	\$10,044.48	\$9,868.08	\$176.40	\$0.00	Sent email 01-27-21 - Refund check on unused portion in the mail.
MWC Fire	Heavy Rescue Stabilization Equipment	\$13,218.18	\$13,218.18		\$0.00	
Rose State College Foundation, Inc.	STEM Academy - Cyber Security Essentials	\$1,645.00	\$1,645.00		\$0.00	6-month ext. request 03-09-21
MWC Grants Management Dept.	Municipal Complex Sidewalks	\$65,000.00	\$56,398.00		\$8,602.00	Sent email 01-27-21 - In progress   ext. granted 9-28-21
Mid-Del Technology Center	Fire Extinguisher Training System	\$11,755.00	\$11,755.00		\$0.00	
Rose State College Foundation, Inc.	STEM Academy - Cobots	\$1,120.00	\$907.02	\$212.98	\$0.00	6-month ext. request 03-09-21
Rose State College Foundation, Inc.	STEM Academy - 3D Printing	\$6,318.00	\$3,095.09	\$3,222.91	\$0.00	6-month ext. request 03-09-21
Mid-Del Technology Center,	High-Fidelity Simulation Lab	\$25,000.00	\$20,895.00	\$4,105.00	\$0.00	Sent email 01-27-21 - Refund check on unused portion in the mail.
MWC Economic Development	Air Depot Corridor Improvement Study	\$48,466.67			\$48,466.67	6-month ext. request 03-09-21; 6-month ext. granted 9-28-21, Contract awarded and process started.
MWC Police	MWC Animal Welfare Surgical Room Equipment	\$32,340.00	\$32,340.00		\$0.00	6-month ext. request 03-09-21
MWC Public Works Dept.	Compost and Sand Bagger	\$37,205.00	\$37,205.00		\$0.00	Sent email 01-27-21 - In progress
MWC Economic Development	Medical Plaza District Study	\$48,466.67	\$48,466.67		\$0.00	6-month ext. request 03-09-21
Rose State College Foundation, Inc.	STEM Academy - Flying Safely with Drones	\$2,100.00	\$2,100.00		\$0.00	6-month ext. request 03-09-21
MWC Soccer Club	MWC Soccer Club ThorGuard	\$25,635.00	\$25,635.00		\$0.00	
MWC Community Development	Traffic Collection for Trails	\$18,000.00	\$18,000.00		\$0.00	
MWC Police	MWC Animal Welfare Marquee Sign	\$67,183.00	\$67,183.00		\$0.00	6-month ext. request 03-09-21
	Total of recommended grants awarded	\$458,497.00				
					\$0.00	
	Total funds awarded	\$458,497.00	\$393,711.04	\$7,717.29	\$57,068.67	
	Current year funding approved by Council					
	Total FY 19-20 Grant Expenditures				-393,711.04	
	Monies Returned to Hospital Authority Account				7,717.29	
Updated 05/06/20 JD	<b>Total FY 19-20 Grant Monies Remaining</b>				<b>\$7,068.67</b>	



MWC Hospital Authority GRANT RECIPIENTS 2018-19

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE	REMARKS
St. Matthew United Methodist Church, Inc.	Freezers - Mobile Meals at St. Matthew	\$20,000.00	\$19,115.90	\$884.10	\$0.00	
St. Matthew United Methodist Church, Inc.	Refrigerators - Mobile Meals at St. Matthew	\$9,100.00	\$8,720.70	\$379.30	\$0.00	
MWC Soccer Club	MWC Soccer Club Marquees	\$44,013.80	\$44,013.80		\$0.00	
MWC Fire Department	Rescue Boat	\$3,449.00	\$3,449.00		\$0.00	
Leah's Hope, Inc.	Leah's Hope Transitional Housing Program	\$37,960.00	\$37,960.00		\$0.00	
Mid-Del School Foundation	Refill Mid-Del!	\$36,395.20	\$36,395.20		\$0.00	
MWC High School Band	Band Instruments	\$23,400.00	\$19,144.00	\$4,256.00	\$0.00	
Willow Brook Elementary	Marquee	\$25,000.00	\$25,000.00		\$0.00	
Kiwanis Club of MWC	Park a Lot	\$25,000.00	\$25,000.00		\$0.00	
Mid-Del Youth and Family Center, Inc.	Septic System	\$10,000.00	\$10,000.00		\$0.00	
MWC Economic Development	Business Compliance Grant Program	\$50,000.00	\$45,788.50	\$4,211.50	\$0.00	
MWC Grant Mgmt.	Original Mile Homebuyer Assistance Program	\$50,000.00	\$45,000.00		\$5,000.00	Six month extension granted in Jan. 2020. Sent email on 01-27-21 for new ext. request.   ext. granted 9-28-21
MWC Grant Mgmt.	Middle Income Housing Rehab Loan Program	\$50,000.00	\$38,862.00		\$11,138.00	Six month extension granted in Jan. 2020. Sent email on 01-27-21 for new ext. request.   ext. granted 9-28-21
MWC Communications	Community Improvement Grant Branding	\$3,500.00	\$3,500.00		\$0.00	
MWC Parks & Rec.	Lions Park Electronic Message Board Relocation	\$40,000.00	\$40,000.00		\$0.00	
MWC PWA	Trailer Mounted Impact Attenuator	\$19,182.00	\$18,675.00	\$507.00	\$0.00	
MWC PWA	Electronic Marquee for Public Works	\$38,000.00	\$38,000.00		\$0.00	
MWC Parks & Rec.	Blue Light Phones for Rail with Trail	\$15,000.00	\$15,000.00		\$0.00	
	Total of recommended grants awarded	\$500,000.00				
					\$0.00	
	Total funds awarded	\$500,000.00	\$473,624.10	\$10,237.90	\$16,138.00	
	Current year funding approved by Council				\$540,000.00	
	Total FY 18-19 Grant Expenditures				473,624.10	
	Monies Returned to Hospital Authority Account				10,237.90	
Updated 05/06/20 JD	Total FY 18-18 Grant Monies Remaining				16,138.00	

MWC Hospital Authority GRANT RECIPIENTS 2017-18

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE	REMARKS
MWC Police	FARO Technologies Hardware & Software	\$78,811.00	\$78,810.74	0.26	\$0.00	
The Eden Clinic, Inc.	Increased Medical Services	\$30,000.00	\$30,000.00		\$0.00	
MWC Fire	Gas ID Analyzer	\$61,000.00	\$61,000.00		\$0.00	
MWC Fire	Gas Monitors	\$14,400.00	\$14,400.00		\$0.00	
MWC Fire	Child Passenger Safety Restraints	\$2,030.25	\$2,030.25		\$0.00	
MWC Fire	Triage Kits	\$12,808.44	\$12,808.44		\$0.00	
Carl Albert High School	Water Bottle Filling Stations	\$1,040.21	\$1,040.21		\$0.00	
Autumn House, Inc.	Installation of Wireless System	\$26,645.50	\$26,645.50		\$0.00	
MWC Public Works	Excavation Safety Response Unit	\$67,000.00	\$67,000.00		\$0.00	
Carl Albert Band Booster	Band Trailer	\$22,500.00	\$22,500.00		\$0.00	
Oklahoma Earthbike Fellowship	SCIP Maintenance	\$4,500.00	\$4,500.00		\$0.00	
MWC Senior Center	Senior Center Aquarium Project	\$2,520.00	\$2,519.99	0.01	\$0.00	
Friends of the OK History Center, Inc.	Restore & Interpret Historic C-47	\$10,000.00	\$10,000.00		\$0.00	
MWC Com. Dev.	Drone	\$5,000.00	\$5,000.00		\$0.00	
MWC Com. Dev.	Ridgecrest Neighborhood Entrance Sign	\$2,200.00	\$2,200.00		\$0.00	
MWC Grant Dept.	Dana Brown Cooper Head Start - Facility Improvements	\$4,100.00	\$4,100.00		\$0.00	
MWC Public Works	Regional Trail Exercise Stations	\$15,000.00	\$15,000.00		\$0.00	
MWC High School	Keeping Bombers Brilliant with B-1 Technology	\$90,444.60	\$90,444.60		\$0.00	
	Total of recommended grants awarded	\$450,000.00				
MWC HS Museum, Inc. - Vietnam Memorial Project	Additional Matching Funds Awarded by the Hospital Authority Trustees	\$90,000.00	\$90,000.00		\$0.00	
	Total funds awarded	\$540,000.00	\$449,999.73	\$0.27	\$0.00	
	Current year funding approved by Council				\$540,000.00	
	Total Grant Expenditures				-449,999.73	
	Monies Returned to Hospital Authority Account				0.27	
	<b>Total Grant Monies Remaining</b>				<b>0.00</b>	

**MWC Hospital Authority GRANT RECIPIENTS 2016-17**

<b>GRANT RECIPIENT</b>	<b>PURCHASE ITEM</b>	<b>AWARD AMOUNT</b>	<b>EXPENDITURES</b>	<b>MONEY RETURNED</b>	<b>BALANCE</b>
MWC Chamber	MWC/Tinker 75th Anniversaries	\$209,956.00	\$209,956.00		\$0.00
Friends of the OK History Center	MWC Historic C-47 Exhibit	\$75,000.00	\$75,000.00		\$0.00
Divine Wisdom Worship Center	Van	\$25,000.00	\$25,000.00		\$0.00
Mid-Del Public Schools	John Deer Gator	\$21,304.00	\$21,304.00		\$0.00
MWC Parks & Rec.	Shuttle golf cars	\$20,000.00	\$17,918.86	\$2,081.14	\$0.00
MWC Com. Dev.	Changeable Message Sign	\$18,500.00	\$15,336.40	\$3,163.60	\$0.00
MWC Parks & Rec.	Mid-America Park Master Plan Proposal	\$16,000.00	\$15,550.00	\$450.00	\$0.00
Rose State College Foundation	MWC Heritage Day	\$15,000.00	\$12,411.02	\$2,588.98	\$0.00
Kiwanis Club	Blue Lights at Kiwanis' Park	\$10,000.00	\$7,338.00	\$2,662.00	\$0.00
MWC Parks & Rec.	Blue Lights at Lions Park	\$10,000.00	\$7,338.00	\$2,662.00	\$0.00
Eden Clinic	Pregnancy and Wellness	\$10,000.00	\$10,000.00		\$0.00
Rose State College	OK Business Conference	\$9,450.00	\$8,758.00	\$692.00	\$0.00
MWC Fire	Equipment upgrades	\$9,790.00	\$9,790.00		\$0.00
					\$0.00
	Total Award Amount	\$450,000.00			
	Sub-Totals		\$435,700.28	\$14,299.72	0.00
	Current year funding approved by Council				\$450,000.00
	Total Grant Expenditures				-435,700.28
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$14,299.72</b>
	Grant Monies Remaining				0.00

MWC Hospital Authority GRANT RECIPIENTS 2015-16

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
MWC Police	Protective Cooling Vests for 2 K-9s	\$1,175.94	\$1,175.94		\$0.00
MWC Police	Training Simulator	\$146,101.90	\$146,102.00		\$0.00
MWC Economic Development	Heritage Park Mall Redev. Feasibility Study	\$27,500.00	\$27,500.00		\$0.00
Mid-Del Schools Foundation, Inc.	Subscribe to Ready to Learn/First Book	\$7,000.00	\$7,000.00		\$0.00
MWC Community Development	Innovation District Plan	\$62,500.00	\$62,500.00		\$0.00
MWC Tree Board	2015 Parklawn Beautification Project	\$38,000.00	\$28,000.00	\$10,000.00	\$0.00
MWC Tree Board	2015 Hudiburg Dr. Island Irrigation Project	\$28,300.00	\$28,166.77	133.23	\$0.00
MWC Fire	Fire wish list for equipment	\$100,000.00	\$100,000.00		\$0.00
Rose State College	Amphitheater Modernization	\$8,495.00	\$8,494.84	\$0.16	\$0.00
Mid-Del Food Pantry, Inc.	Dry Storage Building	\$4,000.00	\$4,000.00		\$0.00
MWC Parks & Recreation	Festival Inflatables Project	\$1,927.16		\$1,927.16	\$0.00
	Total Award Amount	\$425,000.00			
	Sub-Totals		\$412,939.55	\$12,060.55	0.00
	Current year funding approved by Council				\$425,000.00
	Total Grant Expenditures				-412,939.55
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$12,060.55</b>
	Total Grant Monies Remaining				0.00

**MWC Hospital Authority GRANT RECIPIENTS 2014-15**

<b>GRANT RECIPIENT</b>	<b>PURCHASE ITEM</b>	<b>AWARD AMOUNT</b>	<b>EXPENDITURES</b>	<b>MONEY RETURNED</b>	<b>BALANCE</b>
MWC Police - (Capt. Jonathon Goforth)	Wearable Video Camera System	\$61,000.00	\$60,991.39	8.61	\$0.00
Rose State College (Cindy Mikeman)	Atkinson Heritage Center Revitalization Project II	\$47,581.00	\$47,581.00	\$0.00	\$0.00
MWC Grants Management (Teri Craft)	Midwest City Boys and Girls Club Pilot Program	\$75,000.00	\$75,000.00	\$0.00	\$0.00
MWC Public Relations (Kay Hunt)	Stories of Christmas	\$91,000.00	\$91,000.00	0	\$0.00
MWC Fire (Jarett Metheny/David Richardson)	Community Risk Reduction Partnership (CRRP)	\$27,848.26	\$27,738.13	\$110.13	\$0.00
Mid-Del Public Schools (Pam Deering)	Sprigeo - A Safety Initiative	\$16,794.60	\$16,794.60	\$0.00	\$0.00
MWC Tree Board (Vaughn Sullivan)	29th & I-40 Island Beautification	\$14,800.00	\$14,963.78	-163.78	\$0.00
MWC Parks and Recreation (Vaughn Sullivan)	Emergency Blue Phone Project	\$38,776.14	\$36,638.98	\$2,137.16	\$0.00
RSVP of Central OK Inc. (Beth Patterson)	RSVP Provide-A-Ride Medical Trans.	\$1,900.00	\$1,900.00	\$0.00	\$0.00
MWC Tree Board (Vaughn Sullivan)	Midwest Blvd Street Beautification	\$25,300.00	\$24,990.58	\$309.42	\$0.00
	Total Award Amount	\$400,000.00			
	Sub-Totals		\$397,598.46	\$2,401.54	\$0.00
	Current year funding approved by Council				\$400,000.00
	Total Grant Expenditures				-\$397,598.46
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$2,401.54</b>
	Total Grant Monies Remaining				\$0.00

MWC Hospital Authority GRANT RECIPIENTS 2013-14

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
City of Midwest City/Fire Dept	Fire Command Training Center	\$32,000.00	\$32,000.00	\$0.00	\$0.00
City of Midwest City/Golf Course	First Tee National Program	\$10,000.00	\$10,000.00	\$0.00	\$0.00
City of Midwest City/311 App	City Of MWC Mobile 311 App	\$20,000.00	\$19,924.00	\$76.00	\$0.00
Midwest City Chamber of Commerce	Town Center Electronic Event Billboard	\$80,584.87	\$78,157.21	2427.66	\$0.00
MWC Parks and Rec Dept	Mobile Stage	\$155,000.00	\$155,000.00	\$0.00	\$0.00
Rose State College - Atkinson	Atkinson Heritage Center Project - landscaping	\$52,415.13	\$52,415.13	\$0.00	
	Total Award Amount	\$350,000.00			
	Sub-Totals		\$347,496.34	\$2,503.66	\$0.00
	Current year funding approved by Council				\$350,000.00
	Total FY 13-14 Grant Expenditures				-\$347,496.34
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$2,503.66</b>
	Total FY 13-14 Grant Monies Remaining				\$0.00

### MWC Hospital Authority GRANT RECIPIENTS 2012-13

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
City of Midwest City/Fire Dept	Firefighter safety & health equipment	\$18,755.00	\$18,755.00		\$0.00
City of Midwest City/Golf Course	Replace fence south side golf course	\$50,000.00	\$50,000.00		\$0.00
City of Midwest City/Grants Mgmt	Original mile median improvement project	\$50,000.00	\$50,000.00		\$0.00
City of Midwest City/Police Dept	Covered parking specialty equipment & vehicles	\$14,000.00	\$14,000.00		\$0.00
Midwest City Rotary Club	Erection of Veterans' Memorial - 2 grant year total	\$60,000.00	\$60,000.00		\$0.00
Midwest City Tree Board	SE 15th Street Beautification Project	\$35,000.00	\$32,064.20	\$2,935.80	\$0.00
Mid-Del City Public Schools Foundation	Bot Ball educational Robotics	\$25,000.00	\$22,923.38	\$2,076.62	
Regional Food Bank of OK	Expansion of MWC childhood hunger programs	\$25,000.00	\$25,000.00		\$0.00
YMCA of Greater OKC	Purchase & install addtl. playground equipment MWC	\$22,245.00	\$22,200.00	\$45.00	\$0.00
	<b>Total Award Amount</b>	<b>\$300,000.00</b>			
	<b>Sub-Totals</b>		<b>\$294,942.58</b>	<b>\$5,057.42</b>	<b>\$0.00</b>
	<b>Current year funding approved by Council</b>				<b>\$300,000.00</b>
	<b>Total FY 12-13 Grant Expenditures</b>				<b>-\$294,942.58</b>
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$5,057.42</b>
	<b>Total FY 12-13 Grant Monies Remaining</b>				<b>\$0.00</b>

**MWC Hospital Authority GRANT RECIPIENTS 2011-12**

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
City of Midwest City	Green Machine	\$20,000.00	\$18,468.38	\$1,531.62	\$0.00
City of Midwest City/Golf Course	Replace fence	\$50,000.00	\$50,000.00		\$0.00
City of Midwest City/Police Dept.	Segway	\$8,025.00	\$7,533.96	\$491.04	\$0.00
City of Midwest City/Police Dept.	Off-road UTV & Trailer	\$12,300.00	\$12,299.63	\$0.37	\$0.00
Healing Hearts Health Clinic	Medical & Office Equipment	\$2,000.00	\$2,000.00		\$0.00
Kiwanis' Club of MWC	2011 Concrete Kiwanis's Park Trails	\$70,000.00	\$70,000.00		\$0.00
Literacy Link	Adult Literacy Software	\$2,941.35	\$2,899.30	\$42.05	\$0.00
Metropolitan Library System	Library Garden Restoration	\$25,000.00	\$19,970.92	\$5,029.08	\$0.00
Midwest City Rotary Club	Veteran's Memorial project	\$100,000.00	\$100,000.00		\$0.00
Rose State College	RSC Pilot Program (6-12 grades)	\$60,500.00	\$60,500.00		\$0.00
YMCA Greater OKC	MWC YMCA Community playground	\$29,577.65	\$29,577.65		\$0.00
	Total Award Amount	\$380,344.00			
	Sub-Totals		\$373,249.84	\$7,094.16	\$0.00
	Current year funding approved by Council				\$380,344.00
	Total FY 11-12 Grant Expenditures				-\$373,249.84
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$7,094.16</b>
	Total FY 11-12 Grant Monies Remaining				\$0.00



**MWC Hospital Authority GRANT RECIPIENTS 2010-11**

<b>GRANT RECIPIENT</b>	<b>PURCHASE ITEM</b>	<b>AWARD AMOUNT</b>	<b>EXPENDITURES</b>	<b>MONEY RETURNED</b>	<b>BALANCE</b>
City of Midwest City - Police Department	Replace Irreparable Speed Sign Trailer	\$16,800.00	\$16,800.00		\$0.00
Mid-Del Food Pantry	Freezer & Shelving Upgrade Project	\$21,700.00	\$21,700.00		\$0.00
Mid-Del Group Homes, Inc.	AED's Group Homes & Workshop	\$2,800.00	\$2,800.00		\$0.00
Mid-Del Group Homes, Inc.	Mini-bus w/wheelchair accessibility	\$40,000.00	\$40,000.00		\$0.00
Mid-Del Schools	Random Student Drug Testing (lab expenses only)	\$25,357.00	\$25,357.00		\$0.00
Mid-Del Schools - Carl Albert Middle School	Playaways encourage reading (Library equipment)	\$10,000.00	\$10,000.00		\$0.00
Midwest City Tree Board	Free container grown trees Arbor Day	\$3,000.00	\$3,000.00		\$0.00
Oklahoma Honor Flights	Fund 3 flights @ 1/3 increments (as trips occur)	\$50,000.00	\$50,000.00		\$0.00
	Total Award Amount	\$169,657.00			
	Sub-Totals		\$169,657.00	\$0.00	\$0.00
	Carryover to FY 2011-12	\$80,343			
	Current year funding approved by Council	\$250,000.00			
	Total FY 10-11 Grant Expenditures				\$169,657.00
	Monies Returned to Hospital Authority Account				\$0.00
	Total FY 10-11 Grant Monies Remaining				\$0.00

**MWC Hospital Authority GRANT RECIPIENTS 2009-10**

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
City of Midwest City - Community Development Dept.	North Oaks Redevelopment Plan	\$160,000.00	\$160,000.00		\$0.00
City of Midwest City - Community Development Dept.	Soldier Creek Pedestrian Bridge	\$47,943.46	\$47,943.46		\$0.00
City of Midwest City - Fire Department	Low Speed Rescue/Apparatus	\$24,045.00	\$24,045.00		\$0.00
City of Midwest City - Grants Management Dept.	Original Mile Enhancement Study	\$40,000.00	\$40,000.00		\$0.00
City of Midwest City - Police Dept.	Automatic License Plate Recognition	\$20,880.00	\$20,109.00	\$771.00	\$0.00
Mid-Del Schools/Cleveland Bailey Elementary	Walking Track	\$18,105.89	\$18,105.89		\$0.00
Mid-Del Schools/Country Estates Elementary, PTA	Community Fitness Track	\$19,394.65	\$19,394.65		\$0.00
Douglas Blvd. United Methodist Church	Feed His People	\$33,800.00	\$33,800.00		\$0.00
Mid-Del Farmers' Market Association	Equipment & Promotional Materials	\$10,000.00	\$10,000.00		\$0.00
Mid-Del Youth & Family Center, Inc.	Seed \$ Charles J. Johnson Youth Dev Ctr	\$41,157.00	\$41,157.00		\$0.00
	Total Award Amount	\$415,326.00			
	Sub-Totals		\$414,555.00	\$771.00	\$0.00
	Current year funding approved by Council				\$330,000.00
	Total FY 09-10 Grant Expenditures				-\$414,555.00
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$771.00</b>
	Total FY 09-10 Grant Monies Remaining				\$0.00

**MWC Hospital Authority GRANT RECIPIENTS 2008-09**

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
Choctaw-Nicomma Park Public Schools	Drug Awareness/Drug Testing	\$25,000.00	\$25,000.00		\$0.00
City of Midwest City/Community Development Department	Public Art	\$20,000.00	\$17,374.66	\$2,625.34	\$0.00
City of Midwest City/Street Department	City Wide Reforestation	\$150,000.00	\$150,000.00		\$0.00
Defenders of Dreams	Seek professional assistance to develop Master Plan	\$10,000.00		\$10,000.00	\$0.00
Mid-Del Group Homes, Inc.	Computers	\$4,000.00	\$4,000.00		\$0.00
Mid-Del Public Schools Foundation	S.M.I.L.E.	\$35,000.00	\$35,000.00		\$0.00
Mid-Del Schools/Ridgecrest Elementary	Walking Track	\$28,196.96	\$28,196.96		\$0.00
Mid-Del Schools/Traub Elementary	Walking Track	\$16,107.47	\$16,107.47		\$0.00
Mid-Del Youth & Family Center, Inc.	Capital Building Project	\$50,000.00	\$50,000.00		\$0.00
Midwest City Chamber of Commerce	Exhibition Display & Equipment Project	\$16,869.00	\$16,869.00		\$0.00
Rose State College	Continuing Education & Community Services	\$43,565.00	\$37,135.05	\$6,429.95	\$0.00
Sustainable East Oklahoma County (OSN)	Mid-Del Farmer's Market Start-up	\$11,000.00	\$11,000.00		\$0.00
	Total Award Amount	\$409,738.43			
	Sub-Totals		\$390,683.14	\$19,055.29	\$0.00
	Current year funding approved by Council				\$500,000.00
	Total FY 08-09 Grant Expenditures				-\$390,683.14
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$19,055.29</b>
	Total FY 08-09 Grant Monies Remaining				\$0.00

**THERE WERE NO GRANT MONIES AWARDED FOR THIS GRANT YEAR 2007-08**

**MWC Hospital Authority GRANT RECIPIENTS 2006-07**

<b>GRANT RECIPIENT</b>	<b>PURCHASE ITEM</b>	<b>AWARD AMOUNT</b>	<b>EXPENDITURES</b>	<b>MONEY RETURNED</b>	<b>BALANCE</b>
City of Midwest City	Nursing student housing stipend	\$36,000.00	\$26,062.78	\$9,937.22	\$0.00
City of Midwest City	Oklahoma Centennial Street Clock	\$40,000.00	\$40,000.00		\$0.00
Eastern Oklahoma County Tourism Council	Star Spangled Salute	\$85,884.26	\$85,884.26		\$0.00
Literacy Link	Health Literacy Initiative	\$1,510.00	\$1,507.02	\$2.98	\$0.00
Mid-Del Youth & Family Center, Inc.	Phase I - Emergency Children's Shelter	\$50,000.00	\$50,000.00		\$0.00
Midwest City Chamber of Commerce	2007 Youth Excel Leadership Program	\$5,000.00	\$4,422.05	\$577.95	\$0.00
Midwest City Martin Luther King Jr. Prayer Breakfast Comm, Inc.	Prayer Breakfast	\$6,000.00	6,000.00		\$0.00
Project Concern	Project Concern	\$20,605.74	\$20,605.74		\$0.00
Studio Mid-Del, Inc.	Construction to complete Community Arts Center	\$250,000.00	\$250,000.00		\$0.00
Tinker POW/MIA Committee	Construction Community POW/MIA Memorial	\$5,000.00	\$5,000.00		\$0.00
	Total Award Amount	\$500,000.00			
	Sub-Totals		\$489,481.85	\$10,518.15	\$0.00
	Grant Funds Available				\$500,000.00
	Total FY 06-07 Grant Expenditures				-\$489,481.85
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$10,518.15</b>
	Total FY 06-07 Grant Monies Remaining				\$0.00

**MWC Hospital Authority GRANT RECIPIENTS 2005-06**

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
City of Midwest City/Animal Welfare	Veterinarian Assistance Program	\$12,000.00	\$11,970.00	\$30.00	\$0.00
City of Midwest City/Animal Welfare	Illuminated Signs	\$5,000.00	\$4,828.00	\$172.00	\$0.00
City of Midwest City/Animal Welfare	Roof for Facility	\$46,500.00	\$35,480.63	\$11,019.37	\$0.00
City of Midwest City/Com.Devel. Dept.	Consulting Services Development of Rail & Trail Master Plan	\$25,000.00	\$25,000.00		\$0.00
City of Midwest City/Com.Devel. Dept.	Review & Update City's Subdivision Regulations	\$15,000.00	\$15,000.00		\$0.00
City of Midwest City/Convention & Visitors Bureau	Sponsorship Assistance	\$10,000.00	\$10,000.00		\$0.00
City of Midwest City/Emergency Management	CERT Training & Response Supplies	\$5,000.00	5,000.00		\$0.00
City of Midwest City/Fire Department	Fire Hydrant Locator Reflectors	\$6,500.00	\$6,380.00	\$120.00	\$0.00
City of Midwest City/Golf (John Conrad)	Complete Concrete Curbs	\$27,500.00	\$27,500.00		\$0.00
City of Midwest City/Grants Management Dept.	MWC Juvenile Modification Camp	\$15,000.00	\$15,000.00		\$0.00
City of Midwest City/Parks & Rec Department	Electronic Message Sign - City Hall Complex	\$20,000.00	\$20,000.00		\$0.00
City of Midwest City/Police Department	Taser Conduct Energy Weapons, Simulator Suite & Taser Cartridges	\$19,095.50	\$19,084.28	\$11.22	\$0.00
City of Midwest City/Police Department	Digital Video Recorder & Cameras (Detective Division)	\$6,821.49	\$6,821.49		\$0.00
City of Midwest City/Police Department	Forensic Lab, CSI Vehicle	\$28,462.00	\$28,462.00		\$0.00
City of Midwest City/Street Department	Landscape & Irrigate Air Depot Blvd. from SE 15th to SE 29th	\$25,000.00	\$24,997.15	\$2.85	\$0.00
Eastern Oklahoma County Tourism Council	Star Spangled Salute Celebration	\$35,000.00	\$35,000.00		\$0.00
Heartline, Inc.	Central Oklahoma 2-1-1 Project Start-up Costs	\$25,000.00	\$25,000.00		\$0.00
Holiday Lights Spectacular, Inc.	Upgrade Electric Infrastructure & Refurbish Displays	\$25,000.00	\$25,000.00		\$0.00
Literacy Link	Educational Materials for Adult non-readers	\$3,000.00	\$3,000.00		\$0.00
Mid-Del Group Homes, Inc.	Delivery Truck	\$20,000.00	\$20,000.00		\$0.00
Mid-Del Public Schools Foundation	S.H.A.R.P. (Sequoyah books Help Accelerate Reading Progress)	\$1,840.00	\$1,501.68	\$338.32	\$0.00
Mid-Del Youth & Family Center, Inc.	Play Therapy Room	\$4,425.75	\$4,425.75		\$0.00
Midwest City Chamber of Commerce	Youth Excel	\$5,000.00	\$4,958.62	\$41.38	\$0.00
Midwest City MLK Jr. Prayer Breakfast Comm.	Annual Prayer Breakfast	\$6,000.00	\$6,000.00		\$0.00
Midwest City Rotary Club #5750	Rotary Pavilion (Regional Park) Water Fountain	\$11,000.00	\$10,942.71	\$57.29	\$0.00
Midwest City Tree Board	Landscape & Irrigate Phase 2 Reno Ave.	\$46,400.00	\$46,372.31	\$27.69	\$0.00
	Total Award Amount	\$449,544.74			
	Sub-Totals		\$437,724.62	\$11,820.12	\$0.00
	Grant Funds Available				\$449,544.74
	Total FY 05-06 Grant Expenditures				-\$437,724.62
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$11,820.12</b>
	Total FY 05-06 Grant Monies Remaining				\$0.00

**MWC Hospital Authority GRANT RECIPIENTS 2004-05**

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
City of Midwest City	Electronic Digital Sign	\$29,800.00	\$29,800.00		\$0.00
City of Midwest City/Convention & Visitors Bureau	Tourism Sponsorship Assistance	\$10,000.00	\$7,640.87	\$2,359.13	\$0.00
City of Midwest City/Devel. Services Dept.	Architectural & Engineering Services/Phase I MWC Community Outreach Center	\$40,000.00	\$40,000.00		\$0.00
City of Midwest City/Devel. Services Dept.	North Oaks Revitalization Plan	\$20,000.00	\$20,000.00		\$0.00
City of Midwest City/Devel. Services Dept.	Consulting Services/Zoning Ordinance & Subdivision Regulation Overhaul	\$25,000.00	\$25,000.00		\$0.00
City of Midwest City/Golf Course	Completion Concrete Cart Trails	\$33,000.00	\$32,456.19	\$543.81	\$0.00
City of Midwest City/Park Department	Reno Swim & Slide Irrigation and Landscape	\$49,388.00	\$49,388.00		\$0.00
City of Midwest City/Police Department	Fitness Equipment/Police Workout Room	\$20,497.24	\$20,490.00	\$7.24	\$0.00
Eastern Oklahoma County Tourism Council	Star Spangled Salute	\$35,000.00	\$35,000.00		\$0.00
Holiday Lights Spectacular, Inc.	Additional Light Displays & Upgrade Infrastructure	\$25,000.00	\$25,000.00		\$0.00
Junior Achievement of Greater Oklahoma City, Inc.	Investing in MWC Youth/JA Program Monroney JHS	\$1,000.00	\$1,000.00		\$0.00
Literacy Link, Inc.	Networking Hardware, Educational Software/Literacy Computer Lab	\$4,900.00	\$4,900.00		\$0.00
Mid-Del Food Pantry, Inc.	New Carpeting/Mid-Del Food Pantry	\$4,855.00	\$4,855.00		\$0.00
Mid-Del Group Homes, Inc.	8-Passenger Van/Disabled Transportation	\$20,000.00	\$19,046.65	\$953.35	\$0.00
Mid-Del Group Homes, Inc.	Replace Appliances Group Home	\$4,000.00	\$3,915.34	\$84.66	\$0.00
Mid-Del Public Schools Foundation	Children Reading Across Mid-Del (CRAM)	\$3,910.00	\$3,525.64	\$384.36	\$0.00
Mid-Del Schools	Stranger Danger	\$2,500.00	\$2,500.00		\$0.00
Mid-Del Youth and Family Center, Inc.	Van Purchase	\$12,000.00	\$12,000.00		\$0.00
Midwest City Chamber of Commerce	Youth Excel	\$4,500.00	\$4,500.00		\$0.00
Midwest City Chamber of Commerce	Reduce Loan on Building	\$25,000.00	\$25,000.00		\$0.00
Midwest City Martin Luther King Jr. Prayer Breakfast Committee	Annual Prayer Breakfast	\$5,000.00	\$5,000.00		\$0.00
Midwest City Optimist Club	Continued Development/Optimist Park	\$7,500.00	\$7,500.00		\$0.00
Midwest City Rotary Club #5750	Volleyball Court/MWC Regional Park/Renovation Project	\$15,000.00	\$14,045.79	\$954.21	\$0.00
Midwest City Tree Board	Reno Avenue Irrigation and Landscape	\$46,400.00	\$46,400.00		\$0.00
Project Woman Coalition, Inc.	Operation Outreach Midwest City/Breast Screening	\$8,724.76	\$8,724.76		\$0.00
Rose State College	Math & Science Workshops K-12	\$25,125.00	\$14,326.96	\$10,798.04	\$0.00
Tinker Inter-Tribal Council	Third Annual MWC Pow Wow	\$8,750.00	\$8,750.00		\$0.00
Tinker POW/MIA Committee	Construction Community POW/MIA Memorial	\$13,150.00	\$13,146.72	3.28	\$0.00
	Total Award Amount	\$500,000.00			
	Sub-Totals		\$483,911.92	\$16,088.08	\$0.00
	Grant Funds Available				\$500,000.00
	Total FY 04-05 Grant Expenditures				-\$483,911.92
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$16,088.08</b>
	Total FY 04-05 Grant Monies Remaining				\$0.00

### MWC Hospital Authority GRANT RECIPIENTS 2003-04

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
City of Midwest City/Animal Welfare Department	Pet Adoption Trailer	\$21,455.00	\$21,455.00		\$0.00
City of Midwest City/Municipal Court	Remodel Payment Counter/Lobby Revitalization	\$12,000.00	\$12,000.00		\$0.00
City of Midwest City/Neighborhood Services	Neighborhood Gatherings & Cleanup	\$20,000.00	\$19,994.46	\$5.54	\$0.00
City of Midwest City/Neighborhood Services	Operation Paint Brush	\$10,000.00	\$9,480.34	\$519.66	\$0.00
City of Midwest City/Police Department	Digital Cameras for CAO's	\$1,197.00	\$1,196.00	\$1.00	\$0.00
City of Midwest City/Police Department	Jail Entry Equipment	\$2,400.00	\$2,288.46	\$111.54	\$0.00
Contact Crisis Helpline, Inc.	24-hour Referral Hotline & Staff Program	\$10,000.00	\$10,000.00		\$0.00
Eastern Oklahoma County Tourism Council	Star Spangled Salute	\$30,000.00	7,223.47	\$22,776.53	\$0.00
Holiday Lights Spectacular	Holiday Lights Display	\$25,000.00	\$25,000.00		\$0.00
Leukemia & Lymphoma Society	Patient Services Eastern Oklahoma County	\$5,000.00	\$5,000.00		\$0.00
Literacy Link	Educational Materials	\$2,464.00	\$2,464.00		\$0.00
Mid-Del Technology Center	Electric Vehicle Demonstration	\$854.85	\$854.85		\$0.00
Mid-Del Youth & Family Center, Inc.	Garden Shed, Mower & Equipment	\$6,200.00	\$6,200.00		\$0.00
Midwest City Chamber of Commerce	Youth Excel Leadership Program	\$4,000.00	\$4,000.00		\$0.00
Midwest City Chamber of Commerce	Complete & Construct New Facility	\$50,000.00	\$50,000.00		\$0.00
Midwest City Dr. M.L. King Jr. Prayer Breakfast Committee	Annual Prayer Breakfast	\$5,000.00	\$5,000.00		\$0.00
Midwest City Dr. M.L. King Jr. Prayer Breakfast Committee	Diversity Workshops	\$3,950.00	\$3,894.00	\$56.00	\$0.00
Midwest City High School/DECA	MWC High Flower Power Project	\$2,339.15	\$2,282.59	\$56.56	\$0.00
Midwest City Kiwanis Club	Repair & Replace Pavilion Roof	\$26,000.00	\$25,485.00	\$515.00	\$0.00
Midwest City Optimist Club	Add Development Optimist Park	\$10,000.00	\$10,000.00		\$0.00
Midwest City Public Art Board	ARTOklahoma 2004	\$2,140.00	\$1,687.35	\$452.65	\$0.00
	Total Award Amount	\$250,000.00			
	Sub-Totals		\$225,505.52	\$24,494.48	\$0.00
	Grant Funds Available				\$250,000.00
	Total FY 03-04 Grant Expenditures				-\$225,505.52
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$24,494.48</b>
	Total FY 03-04 Grant Monies Remaining				\$0.00



**MWC Hospital Authority GRANT RECIPIENTS 2002-03**

<b>GRANT RECIPIENT</b>	<b>PURCHASE ITEM</b>	<b>AWARD AMOUNT</b>	<b>EXPENDITURES</b>	<b>MONEY RETURNED</b>	<b>BALANCE</b>
Choctaw Park Foundation	Veterans Memorial @ Choctaw	\$5,000.00	\$5,000.00		\$0.00
City of Midwest City/Development Services Dept.	Comprehensive Plan	\$50,000.00	\$50,000.00		\$0.00
City of Midwest City/Fire Department	Risk Watch Program	\$10,860.39	\$10,860.39		\$0.00
City of Midwest City/Fire Department	Thermal Imaging Camera	\$25,800.00	\$25,800.00		\$0.00
City of Midwest City/Fire Department	Rapid Intervention System	\$4,500.00	\$4,500.00		\$0.00
City of Midwest City/Grants Management Division	Weed & Seed Program	\$25,000.00	\$25,000.00		\$0.00
City of Midwest City/Grants Management Division	Business Incentive Program	\$107,328.76	107,328.76		\$0.00
City of Midwest City/Neighborhood Services Dept.	Operation Paintbrush	\$10,000.00	\$10,000.00		\$0.00
City of Midwest City/Neighborhood Services Dept.	Neighborhood Gatherings & Cleanups	\$20,000.00	\$20,000.00		\$0.00
City of Midwest City/Street Department	Crutcho Creek Nature Trail Bridge	\$25,000.00	\$17,177.77	\$7,822.23	\$0.00
Crutcho Public Schools	MWC Waterline Project	\$20,460.85	\$20,460.85		\$0.00
Del City Chamber of Commerce	Del Quest Program	\$3,400.00	\$3,400.00		\$0.00
Holiday Lights Spectacular, Inc.	Displays, Tree Wraps, etc.	\$25,000.00	\$25,000.00		\$0.00
Literacy Link	Books, Office Equipment	\$3,040.00	\$3,040.00		\$0.00
Mid-Del Schools	Great Expectations Program	\$25,000.00	\$24,424.47	\$575.53	\$0.00
Mid-Del Schools	Stranger Danger Program	\$5,310.00	\$5,310.00		\$0.00
Mid-Del Youth & Family Center, Inc.	Four (4) Computers	\$2,800.00	\$2,790.40	\$9.60	\$0.00
Midwest City Chamber of Commerce	Youth Excel Program	\$2,000.00	\$2,000.00		\$0.00
Midwest City Community Playground Project	Replace Aging Playground Equipment/Regional Park	\$75,000.00	\$75,000.00		\$0.00
Midwest City Martin Luther King Jr. Prayer Breakfast Committee	Prayer Breakfast	\$5,000.00	\$5,000.00		\$0.00
Midwest City Martin Luther King Jr. Prayer Breakfast Committee	Workshops	\$3,500.00	\$951.90	\$2,548.10	\$0.00
Midwest City Public Art Board	ART Oklahoma 2003	\$3,000.00	\$2,940.22	\$59.78	\$0.00
Midwest City Public Library	Large Print Materials & Shelving	\$3,000.00	\$3,000.00		\$0.00
Midwest City Rotary Club	Renovate Rotary Pavilion/Regional Park	\$35,000.00	\$30,211.42	\$4,788.58	\$0.00
Tinker Inter-Tribal Council	Establish Annual MWC Pow Wow	\$5,000.00	\$5,000.00		\$0.00
	Total Award Amount	\$500,000.00			
	Sub-Totals		\$484,196.18	\$15,803.82	\$0.00
					\$500,000.00
	Total FY 02-03 Grant Expenditures				-\$484,196.18
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$15,803.82</b>
	Total FY 02-03 Grant Monies Remaining				\$0.00

### MWC Hospital Authority GRANT RECIPIENTS 2001-02

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
City of Midwest City/EOC	Lightning Protection for 8 Sirens	\$11,385.00	\$9,604.00	\$1,781.00	\$0.00
City of Midwest City/Fire Department	Hazardous Material Training	\$32,191.03	\$32,191.03		\$0.00
City of Midwest City/John Conrad Golf Course	Modernization of Golf Course	\$10,000.00	\$7,877.13	\$2,122.87	\$0.00
City of Midwest City/MIS	Network/Overhead Projector	\$17,400.00	\$17,400.00		\$0.00
City of Midwest City/Neighborhood Services Dept.	Operation Paintbrush	\$7,500.00	\$7,326.74	\$173.26	\$0.00
City of Midwest City/Neighborhood Services Dept.	Neighborhood Gatherings & Cleanups	\$20,000.00	\$19,917.72	\$82.28	\$0.00
City of Midwest City/PWA	Fitness Program	\$21,000.00	\$18,361.27	\$2,638.73	\$0.00
Crutcho Public Schools	MWC Water Line Installation	\$12,119.15	\$12,119.15		\$0.00
Holiday Lights Spectacular, Inc.	Upgrade Electrical System	\$40,000.00	\$40,000.00		\$0.00
Holy Family Name/Catholic Charities	Stove Hood & Fence	\$13,527.00	\$13,527.00		\$0.00
Literacy Link	Books, Office Equipment	\$2,303.80	\$2,303.80		\$0.00
Martin Luther King Jr. Prayer Breakfast Committee	Prayer Breakfast	\$5,000.00	\$5,000.00		\$0.00
Mid-Del Group Homes, Inc.	Pallet Jacket	\$500.00	\$381.63	\$118.37	\$0.00
Mid-Del Group Homes, Inc.	Building Addition	\$50,000.00	\$50,000.00		\$0.00
Mid-Del Schools	Senior Link Program	\$9,877.00	\$9,224.18	\$652.82	\$0.00
Mid-Del Schools	Great Expectations Program	\$25,000.00	\$24,944.10	\$55.90	\$0.00
Mid-Del Youth & Family Center, Inc.	Nit Medical Supplies	\$405.00	\$405.00		\$0.00
Mid-Del Youth & Family Center, Inc.	Loss Prevention WIA Youth Dev. Program	\$737.00	\$737.00		\$0.00
Mid-Del Youth & Family Center, Inc.	Replace Roof Children's Shelter	\$9,306.46	\$9,306.46		\$0.00
Midwest Choral Society, Inc.	2002 Concert Performances	\$1,000.00	\$1,000.00		\$0.00
Midwest City Chamber of Commerce	Youth Excel	\$2,000.00	\$2,000.00		\$0.00
Midwest City Chamber of Commerce	Construct New Facility	\$50,000.00	\$50,000.00		\$0.00
Midwest City Kiwanis Club	Landscaping Improvements Kiwanis Park	\$9,459.56	\$9,459.56		\$0.00
Midwest City Public Art Board	Tents, etc., ARTOklahoma Event	\$9,875.00	\$9,875.00		\$0.00
Midwest City Public Library	Signage for Entrancesways	\$10,015.00	\$8,863.30	\$1,151.70	\$0.00
Midwest City Rotary Club #5750	U.S. Flag Project	\$15,000.00	\$14,664.79	\$335.21	\$0.00
Mission Mid-Del, Inc.	15-Passenger Van	\$24,000.00	\$24,000.00		\$0.00
Retired Senior Volunteer Program Central Oklahoma, Inc.	Blues Program	\$9,600.00	\$9,600.00		\$0.00
Studio Mid-Del, Inc.	Construct Facility	\$50,000.00	\$50,000.00		\$0.00
YWCA of Oklahoma City	SANE Program	\$30,799.00	\$30,799.00		\$0.00
	Total Award Amount	\$500,000.00			
	Sub-Totals		\$490,887.86	\$9,112.14	\$0.00
					\$500,000.00
	Total FY 01-02 Grant Expenditures				-\$490,887.86
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$9,112.14</b>
	Total FY 01-02 Grant Monies Remaining				\$0.00

**MWC Hospital Authority GRANT RECIPIENTS 2000-01**

<b>GRANT RECIPIENT</b>	<b>PURCHASE ITEM</b>	<b>AWARD AMOUNT</b>	<b>EXPENDITURES</b>	<b>MONEY RETURNED</b>	<b>BALANCE</b>
Catholic Charities/Holy Family Name	Van	\$10,000.00	\$10,000.00		\$0.00
Central Oklahoma Habitat for Humanity	Construct 10 homes	\$70,000.00	\$70,000.00		\$0.00
City of Midwest City/Fire Department	Pulse Oximetry, etc.	\$6,472.50	\$6,465.25	\$7.25	\$0.00
City of Midwest City/Fire Department	Fire Safety Libraries (10)	\$3,000.00	\$2,999.56	\$0.44	\$0.00
City of Midwest City/John Conrad Golf Course	Clubhouse Upgrade	\$85,000.00	\$85,000.00		\$0.00
City of Midwest City/Municipal Golf Course	Gazebos	\$12,900.00	\$12,900.00		\$0.00
City of Midwest City/Neighborhood Services	Operation Paintbrush	\$7,500.00	7,283.55	\$216.45	\$0.00
City of Midwest City/Police Department	Audio/Recorders/Equipment for Jail	\$4,092.50	\$4,092.50		\$0.00
City of Midwest City/Police Department	Camera/Microphone/Equipment for Jail	\$5,218.60	\$5,177.05	\$41.55	\$0.00
City of Midwest City/Police Department	Mats/Physical Skills Employee Training	\$2,400.00	\$2,148.33	\$251.67	\$0.00
City of Midwest City/Police Department	Sexual Assault Nurse Examiner (SANE)	\$18,345.00	\$0.00	\$18,345.00	\$0.00
City of Midwest City/Police Department	Voice Messaging Notification System	\$27,400.00	\$26,816.98	\$583.02	\$0.00
City of Midwest City/Soldier Creek Nature Trail	South Trail Upgrade w/Hard Surface	\$23,400.00	\$23,400.00		\$0.00
City of Midwest City/Soldier Creek Nature Trail	Bird Watcher's Lane	\$9,466.76	\$7,613.95	\$1,852.81	\$0.00
City of Midwest City/Street Department	Tree Spade	\$18,100.00	\$18,100.00		\$0.00
Holiday Lights Spectacular, Inc.	Upgrade Electric System	\$25,000.00	\$25,000.00		\$0.00
Literacy Link	Reading & Writing Materials	\$3,008.04	\$3,008.04		\$0.00
Mid-Del Congress of Parents & Teachers	Clothing Room	\$2,000.00	\$2,000.00		\$0.00
Mid-Del Group Homes, Inc.	Forklift	\$10,000.00	\$9,804.45	\$195.55	\$0.00
Mid-Del Schools Academic Center	Outdoor Classroom	\$5,840.00	\$5,840.00		\$0.00
Mid-Del Technology Center	Neighborhood Electric Vehicle Demo. Project	\$7,108.00	\$7,108.00		\$0.00
Mid-Del Youth & Family Center, Inc.	Computer	\$1,457.83	\$1,457.83		\$0.00
Mid-Del Youth & Family Center, Inc.	Safe Place Program	\$6,190.53	\$2,840.98	\$3,349.55	\$0.00
Mid-Del Youth & Family Center, Inc.	Curriculum Second Step Program	\$505.00	\$505.00		\$0.00
Mid-Del Youth & Family Center, Inc.	Storage Building	\$2,443.18	\$2,418.76	\$24.42	\$0.00
Mid-Del Youth & Family Center, Inc.	Type and Talk Translator	\$378.26	\$0.00	\$378.26	\$0.00
Mid-Del Youth & Family Center, Inc.	Prevention Youth Violence Program	\$1,985.00	\$0.00	\$1,985.00	\$0.00
Midwest City High School Museum, Inc.	Museum	\$10,000.00	\$10,000.00		\$0.00
Midwest City Tree Board	Irrigation system/Adair Boulevard median	\$38,878.80	\$38,789.95	\$88.85	\$0.00
MWC Martin Luther King Jr. Prayer Breakfast Comm.	Prayer Breakfast	\$5,000.00	\$5,000.00		\$0.00
OK Country Soccer Club	Marquee signs (2), additional seating & benches	\$18,910.00	\$18,910.00		\$0.00
Studio Mid-Del, Inc.	Build New Facility	\$50,000.00	\$50,000.00		\$0.00
United Scottish Clans of Oklahoma, Inc.	United Scottish Clans Festival	\$8,000.00	\$8,000.00		\$0.00
	Total Award Amount	\$500,000.00			
	Sub-Totals		\$472,680.18	\$27,319.82	\$0.00
	Grant Funds Available				\$500,000.00
	Total FY 00-01 Grant Expenditures				-\$472,680.18
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$27,319.82</b>
	Total FY 00-01 Grant Monies Remaining				0.00

**MWC HOSPITAL AUTHORITY GRANT RECIPIENTS FY 1999-00**

<b>GRANT RECIPIENT</b>	<b>PURCHASE ITEM</b>	<b>AWARD AMOUNT</b>	<b>EXPENDITURES</b>	<b>MONEY RETURNED</b>	<b>BALANCE</b>
Central Okla. Habitat for Humanity	Construct 8 houses	\$56,000.00	\$56,000.00		\$0.00
City of Midwest City	Irrigation system	\$30,000.00	\$30,000.00		\$0.00
City of Midwest City/EOC	Replace 8 emergency warning sirens	\$58,440.00	\$58,440.00		\$0.00
City of Midwest City/Fire Department	Directional Arrow Bar	\$7,456.00	\$7,448.71	\$7.29	\$0.00
City of Midwest City/Holiday Lights Spectacular	Holiday Display	\$791.27	\$791.27		\$0.00
City of Midwest City/Holiday Lights Spectacular	Storage Building	\$40,000.00	\$40,000.00		\$0.00
City of Midwest City/MIS Department	WAN/LAN Computer Interface	\$48,000.00	\$43,833.74	\$4,166.26	\$0.00
City of Midwest City/Parks & Recreation	Pavilion/restroom Project	\$99,310.00	\$99,310.00		\$0.00
City of Midwest City/Police Department	12 sets Turbo Flares	\$5,548.20	\$5,548.20		\$0.00
City of Midwest City/Soldier Creek Nature Trail	Present Trail enhancements	\$40,750.00	\$40,750.00		\$0.00
Literacy Link	Reading & writing materials	\$2,446.53	\$2,446.53		\$0.00
Mid-Del Group Homes	Van	\$12,500.00	\$12,500.00		\$0.00
Mid-Del Public Schools Foundation, Inc.	Biology/Math project	\$4,500.00	\$4,500.00		\$0.00
Mid-Del Youth & Family Center, Inc.	Replace 3 sofas Children's Shelter	\$600.00	\$600.00		\$0.00
Mid-Del Youth & Family Center, Inc.	Replace various appliances Children's Shelter	\$4,553.00	\$4,553.00		\$0.00
Mid-Del Youth & Family Center, Inc.	Network/juvenile offenders	\$6,605.00	\$6,605.00		\$0.00
Midwest City Amateur Athletic Assoc.	Boxing facility	\$48,000.00	\$0.00	\$48,000.00	\$0.00
Midwest City Chamber of Commerce	Business/Industrial Park	\$25,000.00	\$0.00	\$25,000.00	\$0.00
Midwest City Chamber of Commerce	Youth Excel Program	\$1,500.00	\$1,500.00		\$0.00
United Scottish Clans of Oklahoma	United Scottish Clans Festival	\$8,000.00	\$8,000.00		\$0.00
	Total Award Amount	\$500,000.00			
	Sub-Totals		\$422,826.45	\$77,173.55	\$0.00
	Grant Funds Available				\$500,000.00
	Total FY 99-00 Grant Expenditures				-\$422,826.45
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$77,173.55</b>
	Total FY 99-00 Grant Monies Remaining				0.00

### MWC Hospital Authority GRANT RECIPIENTS 1998-99

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
MWC	Downtown Development	\$50,000.00	\$50,000.00		\$0.00
MWC Fire Department	Projector	\$7,281.00	\$7,487.82		\$0.00
MWC Fire Department	Infrared Camera	\$20,805.00	\$20,186.99	\$411.19	\$0.00
MWC John Conrad Golf Course	Irrigation System	\$55,000.00	\$55,000.00		\$0.00
MWC Municipal Golf Course	Fencing, Carpet	\$19,020.00	\$19,020.00		\$0.00
MWC Soldier Creek	Nature Trail	\$28,103.00	\$23,986.08	\$4,116.92	\$0.00
Holiday Lights Spectacular	Light Display	\$15,000.00	\$15,000.00		\$0.00
MWC Senior Advisory Committee	Van	\$40,000.00	\$40,000.00		\$0.00
Associated Catholic Charities	Holy Family Home	\$25,000.00	\$25,000.00		\$0.00
Autumn House	Van	\$26,452.00	\$26,452.00		\$0.00
Carl Albert High School	Visual Arts Equipment	\$1,536.00	\$1,536.00		\$0.00
Central Oklahoma Habitat for Humanity	Homes built in MWC	\$20,000.00	\$20,000.00		\$0.00
Communication Connection "Dog Ears"	2 Dogs & Training for Hearing Impaired	\$6,800.00	\$5,894.16	\$905.84	\$0.00
Literacy Link	Printer, educational material (books)	\$3,658.00	\$3,658.00		\$0.00
Mid-Del PTA Council	Clothing	\$2,000.00	\$2,000.00		\$0.00
Mid-Del Schools	Youth/Senior Citizens	\$12,894.00	\$12,894.00		\$0.00
Mid-Del Youth & Family	Carpet, etc.	\$7,950.00	\$7,950.00		\$0.00
Mid-Del Youth & Family	Storm Shelter	\$4,600.00	\$4,600.00		\$0.00
Mid-Del Youth & Family	Building Renovation	\$11,605.00	\$11,605.00		\$0.00
Midwest City Choral Society	Musicians, etc.	\$3,800.00	\$3,800.00		\$0.00
MWC MLK Jr. Prayer Breakfast Committee	Prayer Breakfast	\$4,000.00	\$4,000.00		\$0.00
OMNI Neighborhood Assoc.	Playground	\$10,000.00	\$9,926.63	\$73.37	\$0.00
Optimist Club	Park	\$10,000.00	\$10,000.00		\$0.00
United Scottish Clans of Oklahoma	Festival	\$7,000.00	\$7,000.00		\$0.00
	Total Award Amount	\$392,504.00			
	Sub-Totals		\$386,996.68	\$5,507.32	\$0.00
					\$392,504.00
	Total FY 98-99 Grant Expenditure				-\$386,996.68
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$5,507.32</b>
	Total FY 98-99 Grant Monies Remaining				\$0.00



**Memorial Hospital Authority**

General Manager/Administrator, Tim Lyon  
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Midwest City, Oklahoma 73110  
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tlyon@midwestcityok.org  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: February 22, 2022

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

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

Tiatia Cromar  
Finance Director



NEW BUSINESS/  
PUBLIC DISCUSSION





**SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA**

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

February 22, 2022 – 6:03 PM

Presiding members: Chairman Matt Dukes

Trustee Susan Eads

Trustee Sean Reed

City Manager Tim Lyon

Trustee Pat Byrne

Trustee Christine Allen

City Clerk Sara Hancock

Trustee Española Bowen

Trustee Rick Favors

City Attorney Don Maisch

A. CALL TO ORDER.

B. DISCUSSION ITEM.

1. Discussion and consideration for adoption, including any possible amendment, of the January 25, 2022 special meeting minutes. (City Clerk - S. Hancock)

C. EXECUTIVE SESSION.

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

D. ADJOURNMENT.





DISCUSSION ITEM



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

**Midwest City Economic Development Authority Minutes  
Special Meeting**

**January 25, 2022**

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

Chairman Matt Dukes called the meeting to order at 7:10 PM with following members present:

	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Christine Allen	Secretary Sara Hancock
Trustee Española Bowen	Trustee Rick Favors	Counsel Don Maisch

Absent: Trustee Susan Eads

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

1. Discussion and consideration for adoption, including any possible amendment of the December 14, 2021 special meeting minutes.

PUBLIC DISCUSSION. There was no public discussion.

At 7:11 PM Reed made a motion to recess, seconded by Allen. Voting aye: Byrne, Bowen, Reed, Allen, Favors, and Dukes. Absent: Eads. Nay: none. Motion carried.

At 7:23 PM Allen made a motion to reconvene, seconded by Reed. Voting aye: Byrne, Bowen, Reed, Allen, Favors, and Dukes. Absent: Eads. Nay: none. Motion carried.

EXECUTIVE SESSION.

**1. Discussion and consideration, including any amendments, 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 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.**

At 7:23 PM Allen made a motion to enter into Executive Session, seconded by Reed. Voting aye: Byrne, Bowen, Reed, Allen, Favors and Dukes. Absent: Eads. Nay: None. Motion carried.

At 8:00 PM Favors made a motion to return to Open Session, seconded by Allen. Voting aye: Byrne, Bowen, Reed, Allen, Favors and Dukes. Absent: Eads. Nay: None. Motion carried.

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

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:00 PM.

ATTEST:

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MATTHEW D DUKES II, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary



EXECUTIVE SESSION





**Economic Development**  
100 N. Midwest Blvd.  
Midwest City, OK 73110  
rcoleman@midwestcityok.org  
Office: 405-739-1218/Fax: 405-739-1208  
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees of the Economic Development Authority

FROM: Robert Coleman, Economic Development Director

DATE: February 22, 2022

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.

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Appropriate information will be dispersed during executive session.

*Robert Coleman*

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Robert Coleman  
Economic Development Director



**CITY OF MIDWEST CITY SPECIAL UTILITIES AUTHORITY AGENDA**

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

February 22, 2022 – 6:04 PM

Presiding members: Chairman Matt Dukes

Trustee Susan Eads

Trustee Sean Reed

City Manager Tim Lyon

Trustee Pat Byrne

Trustee Christine Allen

City Clerk Sara Hancock

Trustee Española Bowen

Trustee Rick Favors

City Attorney Don Maisch

A. CALL TO ORDER.

B. DISCUSSION ITEM.

1. Discussion and consideration for adoption, including any possible amendment of, the August 24, 2021 meeting minutes. (Secretary - S. Hancock)

C. EXECUTIVE SESSION.

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

D. ADJOURNMENT.



DISCUSSION ITEM



Notice for the Midwest City Utilities Authority special 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).

**Midwest City Utilities Authority Minutes  
Special Meeting**

**August 24, 2021**

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

Chairman Matt Dukes called the meeting to order at 7:19 PM with the following members present:

Trustee Susan Eads	Trustee Christine Allen	City Manager Tim Lyon
Trustee Española Bowen	Trustee Rick Favors	Secretary Sara Hancock
		City Attorney Don Maisch

Absent: Trustee Sean Reed  
Trustee Pat Byrne

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

1. Discussion and consideration for adoption, including any possible amendment of, the July 27, 2021 meeting minutes.
2. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: Utilities Authority Fund, expenses/Economic (87) \$778,548.

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.**

At 7:20 PM Allen made a motion to go into Executive Session, seconded by Eads. Voting Aye: Eads, Bowen, Allen, Favors and Dukes. Nay: none. Absent: Byrne and Reed. Motion carried.

At 8:17 PM Eads made a motion to return to open session, seconded by Favors. Voting Aye: Eads, Bowen, Allen, Favors and Dukes. Nay: none. Absent: Byrne and Reed. Motion carried.



DISCUSSION ITEM.

1. **Discussion, consideration and possible action to amend and/or approve a resolution of the Midwest City Utilities Authority declaring Lots 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 3F, 3G, 5A, 5B, 5C, 5D, 6A, 6B, 6C, 6D, 6E, 6F, 6G, 6H AND 6I of Soldier Creek Industrial Park, an addition to the City of Midwest City, Oklahoma County, Oklahoma (a/k/a +/- 24.63 acres located in the North Half of Section 27, Township 12 North, Range 2 West of the Indian Meridian) as surplus; approving that certain “Agreement for the Purchase and Sale of Real Estate”, by and Between the Midwest City Utilities Authority and Global Turbine Services, Inc. (the “Real Estate Agreement”); Authorizing and directing execution and delivery of the Real Estate Agreement; and containing other provisions relating thereto.**

Allen made a motion to approve Resolution UA2021-02, seconded by Favors. Voting Aye: Eads, Bowen, Allen, Favors and Dukes. Nay: none. Absent: Byrne and Reed. Motion carried.

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:19 PM.

ATTEST:

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MATTHEW D. DUKES II, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary



EXECUTIVE SESSION





**Economic Development**  
100 N. Midwest Blvd.  
Midwest City, OK 73110  
rcoleman@midwestcityok.org  
Office: 405-739-1218/Fax: 405-739-1208  
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees of the Utilities Authority

FROM: Robert Coleman, Economic Development Director

DATE: February 22, 2022

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.

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Appropriate information will be dispersed during executive session.

*Robert Coleman*

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Robert Coleman  
Economic Development Director