



CITY OF MIDWEST CITY MEETINGS

FOR FEBRUARY 28, 2023

All Council/Authority/Commission meetings of the City of Midwest City (MWC) elected officials will be held in the Council Chamber located at 100 N. Midwest Blvd., Midwest City, OK 73110, Oklahoma County, Oklahoma, unless notified otherwise.

Regularly scheduled meetings of the elected officials of MWC will be streamed live and recorded on the MWC YouTube channel: [Bit.ly/CityofMidwestCity](https://bit.ly/CityofMidwestCity) with the recorded videos available there within 48 hours.

Special Assistance for a Meeting: Send request via email to tanderson@midwestcityok.org or call 405-739-1220 no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

Please note that the elected officials will informally gather at or after 5:00 PM in the City Manager's Conference room for dinner for evening meetings; however, no business will be discussed or acted upon. Meals will only be provided to the City Council and staff. Doors to the Council Chamber will be open to the public fifteen minutes prior to the start of a meeting.

For the purposes of all meetings of the MWC elected and/or appointed officials, the term "possible action" shall mean possible adoption, rejection, amendments, and/or postponements.

Pursuant to Midwest City Resolution 2022-50, the following rules of conduct and engagement are in effect for all meetings of the MWC elected and/or appointed officials:

1. Only residents of the City, and/or identifiable business doing business in or with the City, or where it is required by statute during public hearings may speak during a public meeting, unless by majority vote of the City Council, non-residents may be permitted to comment on agenda items that impact them. To verify this new requirement, speakers must state their name and City residential/business address or provide/present proof of residential/business address to the City Clerk before addressing the elected officials.
2. There will be a 4 (four) minute time restriction on each speaker, which can be extended by a vote of the City Council, only if it benefits and/or clarifies the discussion at hand. The City Clerk, or designee, will be the timekeeper and will notify the chair when time has expired.
3. The Mayor/Chair reserves the right to remove individuals from the audience if they become disorderly. If the Mayor/Chair asks a disruptive individual to leave and the individual refuses to leave, the meeting will be recessed and appropriate law enforcement action will be taken.
4. Agenda items requesting action of the elected officials shall include:
 1. Presentation by City Staff and/or their invited guest speaker;
 2. If a public hearing is required, questions and discussion by and between the elected officials, City Staff, and the public;
 3. Questions and discussion by and between the elected officials and City Staff, invited guest speaker, and/or public during a public hearing; and
 4. Motion and second by the elected officials.
 5. If a motion is to be amended, the one who made the motion may agree and restate the motion with the amendment; however, if the maker of the motion does not agree to the amendment, the motion may be voted on as it stands.
 6. Final discussion and possible action/amended motion by the elected officials.



CITY OF MIDWEST CITY COUNCIL AGENDA

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

February 28, 2023 – 6:00 PM

Presiding members: Mayor Matthew Dukes

Ward 1 Susan Eads

Ward 2 Pat Byrne

Ward 3 Megan Bain

Ward 4 Sean Reed

Ward 5 Sara Bana

Ward 6 Rick Favors

City Staff:

City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. CALL TO ORDER.

B. OPENING BUSINESS.

- 🌀 Invocation by Assistant City Manager Vaughn Sullivan
- 🌀 Pledge of Allegiance by Carl Albert High School ROTC Cadets
- 🌀 Mayoral Proclamation: 2023 Arbor Week
- 🌀 OML 25 Years of Service Award Presentation: Bob Napier, WRRF; Robert Bettes, Stormwater; Shawn Lockhart, Fire; Terry Tilley, Police; Matthew Myers, Police; Kenneth Ericson, Police; Kyle Crusoe, Police; Gary Bachman, Municipal Court
- 🌀 Community-related announcements and comments

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

1. Discussion, consideration, and possible action of approving the January 24, 2023 meeting minutes. (City Clerk - S. Hancock)
2. Discussion, consideration, and possible action to approve the February 11, 2023 meeting minutes. (City Clerk - S. Hancock)
3. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2022-2023, increase: Grants/Housing Activities Fund, revenues/Intergovernmental (37) \$200,000; expenditures/Housing (37) \$200,000. Risk Management Fund, expenditures/Risk Insurance (29) \$523,512. Workers Comp Fund, expenditures/Risk Insurance (29) \$1,189,294. Park & Recreation Fund, revenues/Charges for Services (20) \$25,000; expenditures/ Communications (20) \$25,000. Capital Improvements Fund, expenditures/Capital Improvements (57) \$6,040. Grants Fund, revenue/Intergovernmental (41) \$59,531; expenditures/Sanitation (41) \$59,531. Reimbursed Projects Fund, expenditures/ General Gov't (14) \$36,000. 2018 Election G.O. Bond Fund, expenditures/29th Street (92) \$25,500. (Finance - T. Cromar)

4. Discussion, consideration, and possible action of nominating City Manager, Tim Lyon, to continue serving on the Oklahoma Municipal Assurance Group Board of Trustees. (Risk Management - L. Smithson)
5. Discussion, consideration, and possible action of change order #04 amending the contract with Downey Contracting, LLC to construct the Midwest City Council Chambers COVID and ADA retrofit reducing it by \$931.78 with 3 additional days for Council Chamber and 35 additional days for the Basement Bathroom. (Engineering & Construction Services - B. Bundy)
6. Discussion, consideration, and possible action of the acceptance of maintenance bond from Shiloh Enterprises, Inc. in the amount of \$5,198,000.00 for the WP Bill Atkinson Park project. (Engineering & Construction Services - B. Bundy)
7. Discussion, consideration, and possible action of the acceptance of maintenance bonds from H&H Plumbing and Utilities, Inc. in the amount of \$2,878.85 respectively. (Engineering & Construction Services - P. Menefee)
8. Discussion and consideration, and possible action of approving Change Order No. 4 with Shiloh Enterprises, Inc. for land grading, storm pipe, sewer, and other items at the site of the Police and Fire Training Facility which increases the contract sum by \$44,436.05. (Fire - B. Norton)
9. Discussion, consideration, and possible action of approving Task Order 1 with Guernsey for delays in completion of the contract for the fire department headquarters renovation which increases the contract sum by \$9,100 for a new contract total of \$64,464.00. (Fire - B. Norton)
10. Discussion, consideration, and possible action of approving a resolution requested by the Oklahoma Department of Commerce (ODOC) of their sub-recipients utilizing Community Development Block Grant Coronavirus (CDBG-CV2) funding for job training activities. (Grants Management - T. Craft)
11. Discussion, consideration, and possible action of declaring the items of found property, bicycles, and seized non-drug evidence on the attached lists, as surplus and authorizing their disposal through sealed bid, public auction, or other means as necessary. (Police - S. Porter)
12. Discussion, consideration, and possible action to approve declaring an air compressor and air dryer, as surplus and authorizing disposal by public auction, sealed bid or other means as necessary. (City Clerk - S. Hancock)
13. Discussion, consideration, and possible action of 1) declaring various obsolete computer equipment and other miscellaneous items of city property on the attached surplus list; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary. (Information Technology - A. Stephenson)

D. DISCUSSION ITEMS.

1. (PC-2134) Public hearing with discussion, consideration, and possible action of approval of the proposed Preliminary Plat of the 29th Street Apartments for the property described as part of the Southwest Quarter (SW/4) of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, located at 9309 SE 29th Street. (Community Development - B. Harless)
2. Discussion, consideration and possible action of accepting and approving the single audit of the City of Midwest City for the year ending June 30, 2022 (Finance - T. Cromar)
3. Discussion, consideration, and possible action of awarding a bid and entering into an agreement for the Midwest City Forward 2018 G.O. bond asphalt street paving projects with Silver Star Construction, for a total amount of \$3,750,000. City Council delegates the Mayor to sign and execute the contract. (Engineering & Construction Services - P. Menefee)
4. Discussion, consideration and possible action including any amendments, of an update to a resolution declaring the structure(s) located at **1401 MOORE AVE** a dilapidated building(s) as defined in MCO 9-2 and abatement accordingly to the Municipal Code. (Neighborhood Services - M. Stroh)
5. Discussion, consideration, and possible action of entering into a franchise agreement with Bluepeak for a period of 10 years with a renewal option of an additional one (1) ten-year term. (City Attorney - D. Maisch).

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

F. EXECUTIVE SESSIONS.

1. Discussion, consideration, and possible action to 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 of 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 regarding Opioid litigation and PFAS potential litigation; and 2) authorizing the City Manager to take action as appropriate based on discussion. (City Manager - T. Lyon)
2. Request by Sara Bana, Ward 5 Councilmember, for discussion, consideration, possible action to 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 of 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 concerning investigation conducted by outside counsel regarding the September 17, 2022 and the December 13, 2022 Midwest City Council meetings; and 2) authorizing the City Manager to take action as appropriate based on discussion. (City Manager on behalf of Ward 5 Sara Bana)

G. FURTHER INFORMATION.

1. Review of the City Manager's Report for the month of January 2023. (Finance - T. Cromar)
2. Review of the Amnesty Program for outstanding Municipal Warrants issued by the City of Midwest City, that are two (2) years old or more, program to start on March 1, 2023 and end on April 30, 2023.
3. Review of the December 6, 2022 Planning Commission Meeting Minutes. (Community Development - B. Harless)
4. Review of the Monthly Residential and Commercial Building report for January 2022 Building Report. (Engineering & Construction Services - B. Bundy)

H. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City Council Minutes

January 24, 2023

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

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

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

OPENING BUSINESS. Assistant City Manager Vaughn Sullivan led the Invocation and Pledge of Allegiance. Mayor Dukes presented the Mayoral Proclamation to David Hudiburg. City Manager Tim Lyon made Community-related announcements and comments.

CONSENT AGENDA. Bana made a motion to approve the consent agenda with the exception to pull Items 2 and 3, seconded by Reed. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

1. Discussion, consideration, and possible action of approving the January 10, 2023 meeting minutes.
4. Discussion, consideration, and possible action to approve Change Order No. 2 with Shiloh Enterprises, Inc. for Midwest City permits in adding two (2) fire hydrants & associated pipe / fittings, four (4) surge suppressors, and asphalt removal & replacement at the Police and Fire Training center for the sum total of \$72,417.40.
5. Discussion and consideration, including any possible amendment, to approve Change Order No. 3 with Shiloh Enterprises, Inc. for security cameras and wiring at the site of the Police and Fire Training Facility which increases the contract sum by \$73,439.69 with no additional days.
6. Discussion, consideration, and possible action of approving amendment #2 to the contract with Poe and Associates, Inc. in an increase of \$50,000 for a total contract price of \$265,741 for the purposes of developing construction plans for the Midwest Boulevard resurfacing project.
7. Discussion, consideration, and possible action of approving Change Order #03 for \$29,205.53 with Oklahoma Department of Transportation for STPG-255B(554)AG, State Job Number 35192(04), Signal Upgrade Project.
8. Discussion, consideration, and possible action of approving change order #12 amending the contract with Shiloh Enterprises, Inc. to construct the WP Bill Atkinson Park adding \$117,053.46 and 150 days of time to the contract.
9. Discussion, consideration, and possible action of 1) declaring various obsolete computer equipment and other miscellaneous items of city property on the attached surplus list; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary.

- 2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2022-2023, increase: Disaster Relief Fund, expenditures/Disaster Relief (88) \$60,000. Police Capitalization Fund, expenditures/Police (62) \$84,000. Disaster Relief Fund, expenditures/Neighborhood Services (15) \$90,000.**

Cromar and Lyon addressed the Council. After discussion, Bana made a motion to approve, seconded by Favors. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

- 3. Discussion, consideration and possible action of accepting and approving the financial audit of the City of Midwest City for the year ending June 30, 2022.**

Jake Winkler with Arledge & Associates addressed the Council. After Council discussion, Reed made a motion to accept and approve the audit, seconded by Eads. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

EXECUTIVE SESSION.

- 1. Discussion, consideration and possible action 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 at the Soldier Creek Industrial Park (N/2, Sec. 27, T12N, R02W, I.M.) less and except Lot 1; and 2) in open session, authorizing the City Manager/Administrator to take action as appropriate based on the discussion in executive session.**

At 6:30 PM Reed made a motion to enter into Executive Session, seconded by Eads. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none.

AT 8:16 PM Eads made a motion to return to open session, seconded by Reed. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none.

Byrne made a motion to authorize the City Staff to proceed as discussed, seconded by Reed. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

DISCUSSION ITEMS.

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

Byrne made a motion to table, seconded by Eads. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

- 2. Discussion, consideration, and possible action of awarding the bid to and entering into a contract with Mid-America Golf & Landscape, Inc. DBA Mid-America Sports Construction for \$888,998 to construct the soccer complex project, a 2018 General Obligation Bond Project. City Council delegates the Mayor to sign and execute the contract.**

Bundy, Brock Wilson of Mid America Sports and Matthew Mercer, director of operations for the MWC Soccer Club addressed the Council. After Staff and Council discussion, Byrne made a motion to award the bid and enter into contract, seconded by Reed, Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

3. Discussion, consideration, and possible action of approving a guaranteed maximum price (GMP) Amendment to the construction management contract with Lippert Brothers Construction Inc., (LBI) associated with the Multi-Purpose Athletic Complex (MAC) phase II construction in a guaranteed maximum price not to exceed \$2,765,685.00.

Sullivan, Lyon and Maisch addressed the Council. After Staff and Council discussion, Byrne made a motion to approve, seconded by Reed. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none. 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 8:43 PM.

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk

Notice for the Midwest City Council special meeting was filed with the City Clerk of Midwest City at least 48 hours prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityokorg).

**Midwest City Council Minutes
Special Meeting**

February 11, 2023

This meeting was held at the Reed Center Rice Room, second floor, 5750 Will Rogers Rd, Midwest City, County of Oklahoma, State of Oklahoma.

Mayor Matt Dukes called the meeting to order at 8:05 AM with following members present:

Ward 1 Susan Eads	Ward 4 Sean Reed	City Manager Tim Lyon
Ward 2 Pat Byrne	Ward 5 Sara Bana	Asst. City Manager Vaughn Sullivan
Ward 3 Megan Bain	Ward 6 Rick Favors	Director of Operations Ryan Rushing

DISCUSSION ITEM.

1. Discussion and participation by members of the City Council and selected City Staff in a strategic planning session for the City of Midwest City.

*AT 12:30 PM Reed left meeting.

After much discussion, no action was taken.

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 2:45 PM.

ATTEST:

MATTEW D. DUKES II, Mayor

VAUGHN SULLIVAN, Acting 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

DATE: February 28, 2023

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2022-2023, increase: Grants/Housing Activities Fund, revenues/Intergovernmental (37) \$200,000; expenditures/Housing (37) \$200,000. Risk Management Fund, expenditures/Risk Insurance (29) \$523,512. Workers Comp Fund, expenditures/Risk Insurance (29) \$1,189,294. Park & Recreation Fund, revenues/Charges for Services (20) \$25,000; expenditures/Communications (20) \$25,000. Capital Improvements Fund, expenditures/Capital Improvements (57) \$6,040. Grants Fund, revenue/Intergovernmental (41) \$59,531; expenditures/Sanitation (41) \$59,531. Reimbursed Projects Fund, expenditures/General Gov't (14) \$36,000. 2018 Election G.O. Bond Fund, expenditures/29th Street (92) \$25,500.

The first supplement is needed to budget 2022 Home Investment Partnership Program Grant from Oklahoma Housing Finance Agency. The second and third supplements are needed to budget prior years' general liability and workers compensation case reserves per actuarial report. The fourth supplement is needed to budget revenue from sponsorship of Aviators Reception and associated expenses. The fifth supplement is needed to increase budget for Douglas Blvd Median Project due to change in scope of project. The sixth supplement is needed to budget receipt of ACOG Conversion Grant and transfer out of proceeds to Sanitation Fund to reimburse for purchase of CNG waste collection truck. The seventh supplement is needed to budget repairs for Town Center Clock Tower. The eighth supplement is needed to increase budget for Town Center Park Phase 3 Project with funding from bond interest earnings.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS
February 28, 2023

Fund GRANTS/HOUSING ACTIVITIES (142)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
37	Intergovernmental	200,000			
37	Housing			200,000	
		200,000	0	200,000	0
Explanation:					
To budget 2022 Home Investment Partnership Program Grant from Oklahoma Housing Finance Agency.					

Fund RISK MANAGEMENT (202)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
29	Risk Insurance			523,512	
		0	0	523,512	0
Explanation:					
To budget prior years' general liability case reserves per actuarial report. Funding to come from fund balance.					

Fund WORKERS COMP (204)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
29	Risk Insurance			1,189,294	
		0	0	1,189,294	0
Explanation:					
To budget prior years' workers compensation case reserves per actuarial report. Funding to come from fund balance.					

Fund PARK & RECREATION (123)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
20	Charges for Services	25,000			
20	Communications			25,000	
		25,000	0	25,000	0
Explanation:					
To budget revenue from sponsorship of Aviators Reception and associated expenses.					

SUPPLEMENTS
February 28, 2023

Fund CAPITAL IMPROVEMENTS (157)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
57	Capital Improvements			6,040	
		<u>0</u>	<u>0</u>	<u>6,040</u>	<u>0</u>
Explanation: Increase budget for Douglas Blvd Median Project due to change in scope of project. Funding to come from fund balance.					

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
41	Intergovernmental	59,531			
41	Sanitation			59,531	
		<u>59,531</u>	<u>0</u>	<u>59,531</u>	<u>0</u>
Explanation: To budget receipt of ACOG Conversion Grant and transfer out of proceeds to Sanitation Fund to reimburse for purchase of CNG waste collection truck.					

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
14	General Gov't			36,000	
		<u>0</u>	<u>0</u>	<u>36,000</u>	<u>0</u>
Explanation: To budget repairs for Town Center Clock Tower. Funding to come from fund balance.					

Fund 2018 ELECTION G.O. BOND (270)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
92	29th Street			25,500	
		<u>0</u>	<u>0</u>	<u>25,500</u>	<u>0</u>
Explanation: To increase budget for Town Center Park Phase 3 Project. Funding to come from bond interest earnings.					



Risk Management Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
lsmithson@midwestcityok.org
www.midwestcityok.org
office: 405.739.1237

MEMORANDUM

To: Honorable Mayor and Council

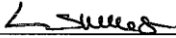
From: Lynn Smithson, Risk Management Manager

Date: February 28, 2023

Subject: Discussion, consideration, and possible action of nominating City Manager, Tim Lyon, to continue serving on the Oklahoma Municipal Assurance Group Board of Trustees.

Midwest City is a member of the Oklahoma Municipal Assurance Group (OMAG) and participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan; therefore, we would like to nominate Tim to continue serving as a Trustee. As you may know, Tim has over 35 years of local government experience and specializes in Risk Management.

Voting is at the Council's discretion.



Lynn Smithson, Risk Management Manager



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

TO: Clerk of Member Cities and Towns of the
Oklahoma Municipal Assurance Group (OMAG)

FROM: Suzie Paulson, OMAG Executive Director

DATE: January 27, 2023

SUBJECT: 2023 Notice of Trustees Election

Notice is hereby given that three (3) positions on the Board of Trustees of the Oklahoma Municipal Assurance Group are to be filled by election to three-year terms commencing on July 1, 2023. The present office holders whose positions will expire are:

Mr. Tim Lyon, City Manager of the City of Midwest City
Ms. Pam Polk, City Manager of the City of Collinsville
Mr. Daniel Tarkington, Mayor of the City of Checotah

The remaining members on the Board of Trustees are:

Mr. Michael Bailey, City Manager of the City of Bartlesville
Ms. Lindsey Moak-Grigg, City Clerk of the City of El Reno
Ms. Vickie Patterson, City Manager of the City of Broken Bow
Mr. Craig Stephenson, City Manager of the City of Ponca City

Each municipality that has adopted the *Agreement Establishing the Oklahoma Municipal Assurance Group* may nominate up to two candidates using the attached nomination form. Nominations must be received by OMAG no later than March 15, 2023.

Each nominee must be an elected or appointed official of an OMAG-member municipality.

The election will be conducted by mail ballot in May. Only those candidates nominated by this process will appear on the election ballot.

Your nomination must be:

1. *Submitted on the attached form; and*
2. *Signed by the Mayor; and*
3. *Attested to by the City Clerk; and*
4. *Returned to OMAG no later than March 15, 2023, by: (a) faxing to OMAG at (405) 657-1401; (b) emailing to elections@omag.org or (c) sending the form by mail.*

If you have any questions about this election process, please contact Brian Holland at bholland@omag.org.

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : February 28, 2023

SUBJECT : Discussion, consideration, and possible action of change order #04 amending the contract with Downey Contracting, LLC to construct the Midwest City Council Chambers COVID and ADA retrofit reducing it by \$931.78 with 3 additional days for Council Chamber and 35 additional days for the Basement Bathroom.

The attached change order is for the construction of the Midwest City Council Chambers COVID and ADA retrofit. This change order is related to field changes found during construction. The contract has different timelines for each building permit so days are separated accordingly. Staff has been negotiating with the contractor to substitute days instead of cost in efforts to add value to the project.

COR #6 – Build two new chase walls: \$0, 35 Days (Basement Bathroom). During demolition it was found that the studs in the wall between the bathrooms had large areas of rust and were not properly attached to the ceiling. This work will be to rebuild the wall to code.

COR #7 – Electrical changes: -\$931.78, 3 Days (Council Chamber). There are a number of electrical items wrapped into the is COR;

1. Deletion of specified desk lamps. Originally specified to have individual desk lamps at each work station; it was found to be unnecessary to with the increased overall lighting now provided.
2. Adding a “0-10” switch to the spot lights. The 4 lights above the lattice are especially bright so a switch will be added so staff can turn down the intensity as needed.
3. Replacing 2 light fixtures in the north vestibule. The existing lights in the north vestibule have to be surface mounted unlike those in the chamber.

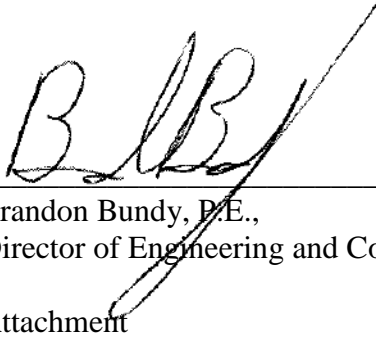
This will decrease the contract price by \$931.78 and add days to the contract for the different benchmarks related to each building permit. The new contract end dates are as follows:

Council Chamber: 157 total days; 12/04/2022

Court Bathroom: 36 total days; 10/21/2022

Basement Bathroom: 55 total days; 02/28/2023

The funding for this project is appropriated in project #0522A1 and #0522A2.

A handwritten signature in black ink, appearing to read 'B. Bundy', is written over a horizontal line. The signature is stylized and includes a long, sweeping flourish that extends to the right.

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

Attachment

Change Order 04

Project:

Midwest City Council Chambers
COVID and ADA retrofit

100 N Midwest Blvd, Midwest City, OK 73110

Owner:

City of Midwest City

Contractor:

Downey Contracting, LLC

3217 NE 63rd St, OKC, OK 73121

Contract Information:

General Construction effective
06/30/2022

Change Order: 04

Date: 2/28/23

The Contract is Changed as Follows:

	Contract	Council	Court Bathroom	Basement Bathroom
COR #6 Build two new chase walls in basement restroom	\$0.00	0 Days	0 Days	35 Days
COR #7 Electrical Changes	-\$931.78	3 Days	0 Days	0 Days
Total	-\$931.78	3 Days	0 Days	35 Days
The original contract:	<u>\$668,000.00</u>	75 Days	20 Days	20 Days
The net change by previously authorized Change Orders	<u>\$5,401.15</u>	79 Days	16 Days	0 Days
The Contract Sum prior to this Change Order was	<u>\$673,401.15</u>	154 Days	36 Days	20 Days
The Contract Sum by this Change Order in the amount of	<u>-\$931.78</u>	3 Days	0 Days	35 Days
The new Contract Sum including this Change Order will be	<u>\$672,469.37</u>	157 Days	36 Days	55 Days

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

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

Downey Contracting,
LLC

CONTRACTOR



SIGNATURE

David Shaw; Project
Manager

NAME AND TITLE

505 Architects LLC

ARCHITECT



SIGNATURE

William Brian Thomas,
AIA, LEED AP; Principal

NAME AND TITLE

City of Midwest City

OWNER



SIGNATURE

Matthew D. Dukes II,
Mayor

NAME AND TITLE

Downey Contracting, LLC CHANGE ORDER PROPOSAL #6

Project: Midwest City Council Chambers Covid & ADA Retrofit
 Description: New chase walls in basement restroom

Date: 27-Jan-23

DIRECT COSTS										
DESCRIPTION	QUANTITY	UNIT	LABOR COST/UNIT	LABOR COST	MAT'L COST/UNIT	MAT'L COST	EQUIP COST/UNIT	EQUIP COST	TOTAL COST	
<i>Downey Contracting - Labor, Material, Equipment Costs</i>										
<i>No charge</i>	0	EA	10.0	\$ -	\$ -	\$ -	5.00	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
TOTAL DIRECT COSTS										\$ -

SUBCONTRACTORS	
DESCRIPTION	COST
Sasscon- build two new chase walls in basement restroom	\$0.00
	\$0.00
	\$0.00
	\$0.00
TOTAL SUBS/SUPPLIERS COSTS	
	\$ -

INDIRECT COSTS										
DESCRIPTION	QUANTITY	UNIT	LABOR RATE	LABOR COST	MAT'L COST/UNIT	MAT'L COST	TOTAL COST			
Superintendent	0	MH	\$43.89	\$0.00	\$ -	\$ -	\$0.00			
Gas and Pickup	0	WK		\$0.00	\$120.00	\$ -	\$0.00			
Job Trailer	0	DAY		\$0.00	\$30.00	\$ -	\$0.00			
Storage Trailer	0	DAY		\$0.00	\$25.00	\$ -	\$0.00			
Office Supplies	0	DAY		\$0.00	\$10.00	\$ -	\$0.00			
Dumpster	0	EA		\$0.00	\$450.00	\$ -	\$0.00			
Daily Cleanup	0	DAY	\$120.00	\$0.00	\$ -	\$ -	\$0.00			
Temporary Protection	0	LS		\$0.00	\$ -	\$ -	\$0.00			
Mobile Phone	0	DAY		\$0.00	\$5.00	\$ -	\$0.00			
Portable Toilets	0	DAY		\$0.00	\$5.00	\$ -	\$0.00			
				\$0.00	\$ -	\$ -	\$0.00			
TOTAL INDIRECT COSTS										
									\$ -	

COST SUMMARY		
DIRECT COSTS		\$0.00
SUBS/SUPPLIERS		\$0.00
INDIRECT COSTS		\$0.00
SUBTOTAL		\$0.00
Bond		\$0.00
Insurance	2.5%	\$0.00
Overhead	5%	\$0.00
Profit	10%	\$0.00
GRAND TOTAL		\$0.00

This change order pricing is valid for 7 days.
 An additional 35 calendar days are requested.

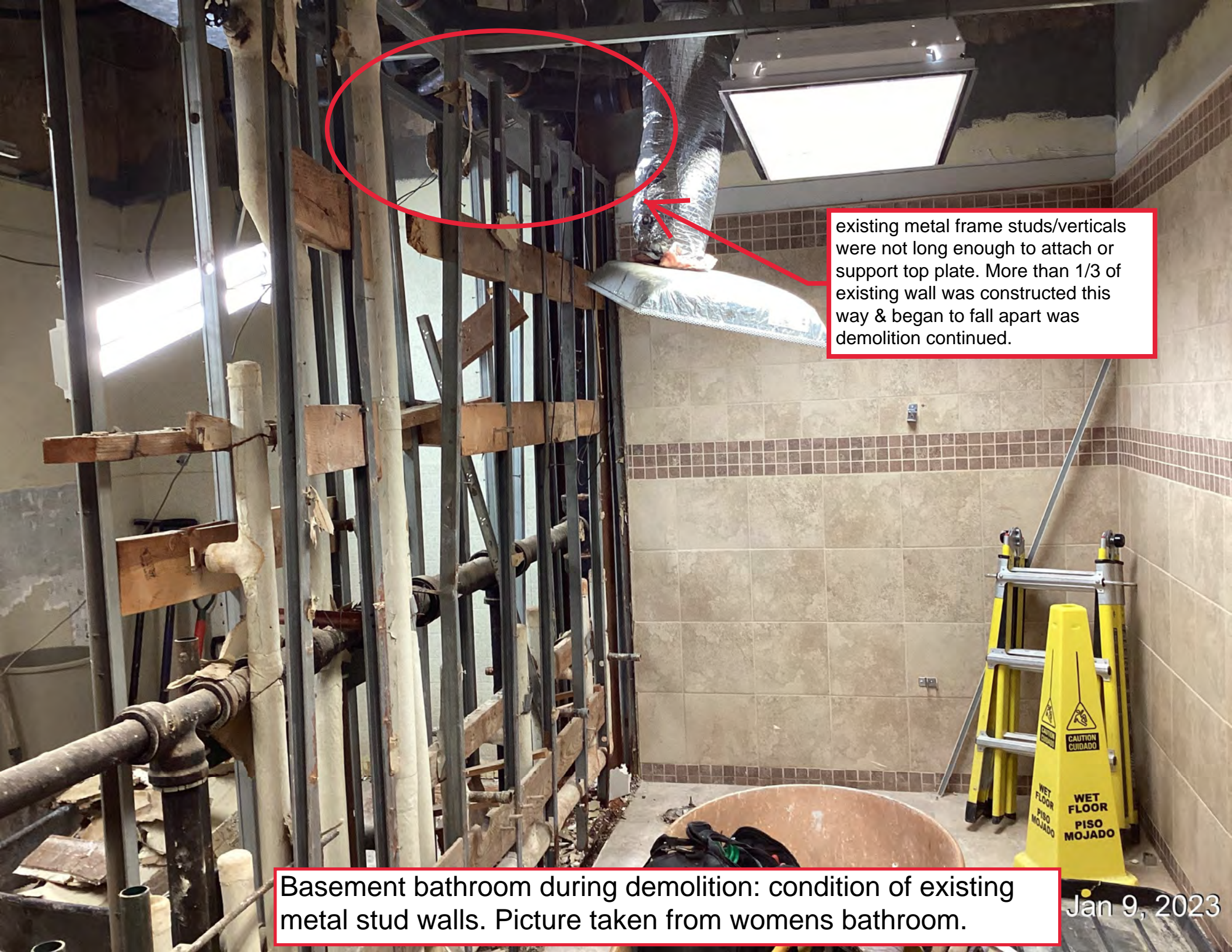
APPROVAL
SIGNATURE _____ DATE _____



existing metal frame studs/verticals were not long enough to attach or support top plate. More than 1/3 of existing wall was constructed this way & began to fall apart was demolition continued.

Basement bathroom during demolition: condition of existing metal stud walls. Picture taken from mens bathroom.

Jan 6, 2023



existing metal frame studs/verticals were not long enough to attach or support top plate. More than 1/3 of existing wall was constructed this way & began to fall apart was demolition continued.

Basement bathroom during demolition: condition of existing metal stud walls. Picture taken from womens bathroom.



Shows extent of just how many weren't properly attached

Basement bathroom during demolition: condition of existing metal stud walls. Picture taken from mens bathroom.

Jan 9, 2023



difficult to see: rust along wall sole plate and lower studs. The center of wall had 1/2" of red sediment, and likely contributed to rusting.

Basement bathroom during demolition: condition of existing metal stud walls. Picture taken from mens bathroom.

Jan 9, 2023



difficult to see: rust along wall sole plate and lower studs. The center of wall had 1/2" of red sediment, and likely contributed to rusting.

Basement bathroom during demolition: condition of existing metal stud walls. Picture taken from womens bathroom.

Jan 9, 2023

Downey Contracting, LLC CHANGE ORDER PROPOSAL #7

Project: Midwest City Council Chambers Covid & ADA Retrofit
Description: Electrical Changes

Date: 2-Feb-23

DIRECT COSTS										
DESCRIPTION	QUANTITY	UNIT	LABOR COST/UNIT	LABOR COST	MAT'L COST/UNIT	MAT'L COST	EQUIP COST/UNIT	EQUIP COST	TOTAL COST	
<i>Downey Contracting - Labor, Material, Equipment Costs</i>										
	0	EA	10.0	\$ -	-	-	5.00	\$ -	\$ -	
				\$ -	-	-		\$ -	\$ -	
				\$ -	-	-		\$ -	\$ -	
				\$ -	-	-		\$ -	\$ -	
				\$ -	-	-		\$ -	\$ -	
				\$ -	-	-		\$ -	\$ -	
				\$ -	-	-		\$ -	\$ -	
				\$ -	-	-		\$ -	\$ -	
				\$ -	-	-		\$ -	\$ -	
TOTAL DIRECT COSTS									\$ -	

SUBCONTRACTORS	
DESCRIPTION	COST
Delete 14 ea. desk lamps	-\$1,793.00
Add 0-10 switch in AV closet for spot lights	\$620.00
Replace 2 light fixtures in Corridor 120.	\$380.00
Generator Feed Revision- EC says they're waiting on direction.	
Install lens softener for spot lights- EC says that is something that would have had to be done in factory	
TOTAL SUBS/SUPPLIERS COSTS	
	\$ (793.00)

INDIRECT COSTS										
DESCRIPTION	QUANTITY	UNIT	LABOR RATE	LABOR COST	MAT'L COST/UNIT	MAT'L COST	TOTAL COST			
Superintendent	0	MH	\$43.89	\$0.00	-	-				\$0.00
Gas and Pickup	0	WK		\$0.00	\$120.00	-				\$0.00
Job Trailer	0	DAY		\$0.00	\$30.00	-				\$0.00
Storage Trailer	0	DAY		\$0.00	\$25.00	-				\$0.00
Office Supplies	0	DAY		\$0.00	\$10.00	-				\$0.00
Dumpster	0	EA		\$0.00	\$450.00	-				\$0.00
Daily Cleanup	0	DAY	\$120.00	\$0.00	-	-				\$0.00
Temporary Protection	0	LS		\$0.00	-	-				\$0.00
Mobile Phone	0	DAY		\$0.00	\$5.00	-				\$0.00
Portable Toilets	0	DAY		\$0.00	\$5.00	-				\$0.00
				\$0.00	-	-				\$0.00
TOTAL INDIRECT COSTS:									\$ -	

COST SUMMARY		
DIRECT COSTS		\$0.00
SUBS/SUPPLIERS		-\$793.00
INDIRECT COSTS		\$0.00
SUBTOTAL		-\$793.00
Bond		\$0.00
Insurance	2.5%	-\$19.83
Overhead	5%	-\$39.65
Profit	10%	-\$79.30
GRAND TOTAL		-\$931.78

This change order pricing is valid for 7 days.
An additional 3 calendar days are requested.

APPROVAL
SIGNATURE _____
DATE _____



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

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : February 28, 2023

SUBJECT : Discussion, consideration, and possible action of the acceptance of maintenance bond from Shiloh Enterprises, Inc. in the amount of \$5,198,000.00 for the WP Bill Atkinson Park project.

The five (5) year maintenance bond from Shiloh Enterprises, Inc. is for the WP Bill Atkinson Park project. The project became substantially complete on January 17, 2023 with the final building inspection. The new park is located at 301 E Mid-America Boulevard.

The bonds and substantial completion are independent of the pending dog park COR and punch list items still remaining.



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

Attachment

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That Shiloh Enterprises, Inc., as Principal, and Mid-Continent Casualty Company, a corporation organized under the laws of the State of Ohio, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of Midwest City in the penal sum of **Five Million One Hundred Ninety Eight Thousand & 00/100** Dollars (\$ 5,198,000.00) in lawful money of the United States of America, said sum being equal to one hundred percent (100%) of the contract price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this 13th day of April, 2021.

The condition of this obligation is such that:

WHEREAS, Principal entered into a written Contract with the City of Midwest City dated March 23, 2021, for:

**W. P. BILL ATKINSON PARK IMPROVEMENTS
MIDWEST CITY**

all in compliance with the plans and specifications therefor, made a part of said Contract and on file in the office of the City Clerk, City of Midwest City, 100 N. Midwest Boulevard, Midwest City, Oklahoma 73110.

NOW, THEREFORE, if Principal shall pay or cause to be paid to the City of Midwest City all damage, loss and expense which may result by reason of defective materials and/or workmanship in connection with said work occurring within FIVE (5) years from and after acceptance of said project by the City of Midwest City; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if Principal shall save and hold the City of Midwest City harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

W. P. BILL ATKINSON PARK
Midwest City, Oklahoma

Bond #1021818
Olsson Project 019-2440

IN WITNESS WHEREOF, Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized so to do, the day and year first above written.

Principal:

Shiloh Enterprises, Inc.

By  _____

Title

PRUDONT

ATTEST:



Surety:

Mid-Continent Casualty Company

By  _____

Attorney-in-Fact

Wendy Hollen

Approved as to form this _____ day of _____, 2021.

City Attorney

MID-CONTINENT CASUALTY COMPANY

1437 SOUTH BOULDER, SUITE 200 · TULSA, OKLAHOMA 74119 · 918-587-7221 · FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the MID-CONTINENT CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. John L. Birsner, Susanne Cusimano, Wendy Hollen, Cody Michael McNeill, W. M. McNeill, Rocky Moore, Kyle D. Reser, John Rogers, Mike Shannon and Lisa Sherman, all of OKLAHOMA CITY, OK

IN WITNESS WHEREOF, the MID-CONTINENT CASUALTY COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15 day of December, 2020



MID-CONTINENT CASUALTY COMPANY

ATTEST:

Sharon Hackl

SHARON HACKL Assistant Secretary

Todd Bazata

TODD BAZATA VICE PRESIDENT

On this 15 day of December, 2020 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of Mid-Continent Casualty Company, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS



Commission # 11008253

My Commission Expires: 09-08-23

Julie Callahan
JULIE CALLAHAN Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Mid-Continent Casualty Company by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SHARON HACKL Assistant Secretary of Mid-Continent Casualty Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 13th day of April, 2021



Sharon Hackl

SHARON HACKL Assistant Secretary



VOID IF BOX IS EMPTY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/30/2021

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

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


PRODUCER Insurance Agency of Mid America Inc 10009 S. Penn, Building E P. O. Box 890300 Oklahoma City OK 73189		CONTACT NAME: Myranda Denny PHONE (A/C, No, Ext): (405) 691-0016 FAX (A/C, No): (405) 691-0415 E-MAIL ADDRESS: mdenny@midamericainc.com	
INSURED Shiloh Enterprises, Inc., DBA: Continental Construction Corporation 5720 Industrial Blvd. Edmond OK 73034		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Casualty Ins Co NAIC # 24074 INSURER B: Ohio Security Ins Co 24082 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2021 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 PD Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	BKO57168760	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OPAGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAS57168760	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			USO57168760	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y N/A		N/A	XWA57168760	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: W P Bill Atkinson Park Improvements
As required by written contract, certificate holder is included as additional insured (on-going & completed operations) with a waiver of subrogation as respects General Liability.

CERTIFICATE HOLDER City of Midwest City 100 North Midwest Blvd Midwest City OK 73110	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2021

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

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

PRODUCER Insurance Agency of Mid America Inc 10009 S. Penn, Building E P. O. Box 890300 Oklahoma City OK 73189	CONTACT NAME: Myranda Denny PHONE (A/C No. Ext): (405)691-0016 E-MAIL ADDRESS: mdenny@midamericainc.com	FAX (A/C No): (405)691-0415
	INSURER(S) AFFORDING COVERAGE	
INSURED Shiloh Enterprises, Inc. DBA: Continental Construction Corporation 5720 Industrial Blvd Edmond OK 73034	INSURER A: Ohio Casualty Ins Co NAIC # 24074	
	INSURER B: Ohio Security Ins Co NAIC # 24082	
	INSURER C: American Fire & Casualty Co NAIC # 24066	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2022

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 PD Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	Y	BKO57168760	1/1/2022	1/1/2023	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 1,000,000	
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAS57168760	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)						\$	
	BODILY INJURY (Per accident)						\$	
	PROPERTY DAMAGE (Per accident)						\$	
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO57168760	1/1/2022	1/1/2023	EACH OCCURRENCE	\$ 3,000,000
	AGGREGATE						\$ 3,000,000	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	XWA57168760	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	E.L. EACH ACCIDENT						\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000	
	E.L. DISEASE - POLICY LIMIT						\$ 1,000,000	

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

RE: W P Bill Atkinson Park Improvements

As required by written contract, certificate holder is included as additional insured (on-going & completed operations) with a waiver of subrogation as respects General Liability.

CERTIFICATE HOLDER

(405)739-1399

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Birsner/RWM

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ACORD 25 (2014/01)

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INS025 (201401)



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

9/29/2022

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

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Insurance Agency of Mid America Inc 10009 S. Penn, Building E P. O. Box 890300 Oklahoma City OK 73189	CONTACT NAME: Myranda Denny PHONE (A/C, No, Ext): (405)691-0016 E-MAIL ADDRESS: mdenny@midamericainc.com PRODUCER CUSTOMER ID: 00005209	FAX (A/C, No): (405)691-0415
	INSURER(S) AFFORDING COVERAGE	
INSURED Shiloh Enterprises, Inc. 5720 Industrial Blvd. Edmond OK 73034	INSURER A: Travelers Property Casualty Co of America 25674	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 300 E MidAmerica BR

REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Loc#: 00001, 300 E MidAmerica Blvd, Midwest City, OK, 73110

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

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	PROPERTY	CAUSES OF LOSS					
	<input type="checkbox"/>	PROPERTY				BUILDING	\$
		DEDUCTIBLES				PERSONAL PROPERTY	\$
		BASIC				BUSINESS INCOME	\$
		BROAD				EXTRA EXPENSE	\$
		SPECIAL				RENTAL VALUE	\$
		EARTHQUAKE				BLANKET BUILDING	\$
		WIND				BLANKET PERS PROP	\$
		FLOOD				BLANKET BLDG & PP	\$
							\$
							\$
A	<input checked="" type="checkbox"/>	INLAND MARINE	TYPE OF POLICY Builders Risk			Limit	\$ 5,200,000
		CAUSES OF LOSS	POLICY NUMBER QT6601L163043	4/20/2021	11/30/2022	Deductible	\$ 2,500
		NAMED PERILS				Wind/Hail Deductible	\$ 5,000
	<input checked="" type="checkbox"/>	Special Form					
	<input type="checkbox"/>	CRIME					\$
		TYPE OF POLICY					\$
							\$
	<input type="checkbox"/>	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
							\$
							\$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: W P Bill Atkinson Park Improvements

CERTIFICATE HOLDER

(405) 739-1399

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Birsner/MD



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

To: Honorable Mayor and Council

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

Date: February 28th, 2023

Subject: Discussion, consideration, and possible action of the acceptance of maintenance bonds from H&H Plumbing and Utilities, Inc. in the amount of \$2,878.85 respectively.

The one year maintenance bonds from H&H Plumbing and Utilities, Inc. are for the public water improvements constructed for the Retail Complex located at 208 South Douglas Boulevard.

Patrick Menefee, P.E.,
City Engineer
Attachment

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

Bond Number: 30156020

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, H & H Plumbing & Utilities, Inc., as Principal, and Western Surety Company, as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of Two Thousand Eight Hundred Seventy Eight & 85/100 (\$ 2,878.85), such sum being not less than ten percent (10%) of the total contract price to construct or install Midwest City Water Line - 208 S. Douglas Avenue (the "Improvement"), for a period of 1 year years after acceptance of the improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

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

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

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

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

H & H Plumbing & Utilities, Inc.
Principal

ATTEST:
[Signature]
Secretary

By [Signature]

Western Surety Company
Surety

ATTEST:
[Signature]
Secretary

By [Signature]
Melanie Ankeney Attorney-in-Fact

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

City Attorney

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

City Clerk

Mayor

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David J McKee, Ted H Rarrick, Melanie Ankeney, Jennifer Castillo, Patrick R Hedges, Joseph A Clarcken III, Individually

of Phoenix, AZ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruffat
Paul T. Bruffat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of June, 2021, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of March, 2022.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

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, and 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/21/2022

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	DTCO-3K760728-PIIX-22	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
OTHER:							\$
B	AUTOMOBILE LIABILITY	Y	Y	810-3K753909-22-26-G	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y		CUP-3K782106-22-26	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	UB-3K761159-22-26-G	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors Pollution Liability			ENV562003939-01	01/01/2022	01/01/2023	Claims Made 2,000,000
							Deductible 2,500
							Retro Date 03/17/2017

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT: MIDWEST CITY WATER LINE 208 S DOUGLAS AVENUE MIDWEST CITY OK. PUBLIC WATER LINE. General Liability: Blanket AI when required by written contract (#CGD246 04-19). Blanket Waiver of Subrogation when required by written contract (#CGD316 02-19). Blanket Primary/Non-Contributory when required by written contract (#CGD246 04-19). Automobile: Blanket AI when required by written contract (CAF135). Workers Compensation: Blanket Waiver of Subrogation when required by written contract (WC00313 00). Blanket 30 day notice of cancellation when required by written contract (ILT405)**. Umbrella Liability: Blanket AI follow form with underlying coverages. **Except 10-day notice of cancellation for non-payment of premium (IL0236).

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

H & H Plumbing & Utilities, Inc.

Lic. No.
OK 02653

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

Sheet (1) of (1)

Contractor: Alliance Property Development, Inc.	Ph.#: (405) 947-7280	Project: Midwest City Water Line
Address: 2800 NW 36th St., Suite 200	Ph.#: _____	Address: 208 S. Douglas Avenue
Oklahoma City, OK 73112	Email: _____	Midwest City, OK

Labor, materials, taxes, permits, staking, and maintenance bonds for a complete **Site Utility** installation as described on the plans and outlined below.

Public Water Line

ITEM #	ITEM	UNIT	Qty	PRICE	TOTAL
1	6" C-900 DR14 water pipe	LF	371.83	32.00	11,898.56
2	Fire hydrant	EA	1	2,250.00	2,250.00
3	Fire hydrant riser (if needed)	EA	1	480.00	480.00
4	6" Gate valve & box	EA	1	1,250.00	1,250.00
5	6" x 90° Bend	EA	1	290.00	290.00
6	Type A aggregate backfill	CY	156	35.00	5,460.00
7	12" x 6" MJ Tapping sleeve	EA	1	2,900.00	2,900.00
8	6" Tapping valve & box	EA	1	1,450.00	1,450.00
9	1" Single short service	EA	4	650.00	2,600.00
10	Cut & repair concrete paving	SY	210	1.00	210.00
					28,788.56
	Inspection fees				575.77
	Maintenance bonds				125.00
					29,489.33

	Contract Amount	<u>\$ 29,489.33</u>
Submitted By: <u>Carl Hendrix</u>	Title: <u>Vice President</u>	Date: <u>3/21/2022</u>
Accepted By: _____	Title: _____	Date: _____

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

PROJECT NAME: MWC Water Line
PROJECT LOCATION: 208 S Douglas Ave
TYPE OF CONSTRUCTION: Public Water Line

OWNER'S AFFIDAVIT OF ACCEPTANCE

I, the undersigned, hereby certify that the above construction was performed in an acceptable manner satisfactory to the owner of the above project and certify the cost of such project is \$79,650.00 less the City of Midwest City, Engineering Division Inspection Fees.

By [Signature] OWNER Date: 1/25/2023

STATE OF Oklahoma)
)ss.
COUNTY OF Oklahoma)

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 25th day of January, 2023, personally appeared Jay Baker to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as a free and voluntary act and deed for the uses and purposes herein set forth.

My Commission Expires [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 H & H Plumbing & Utilities, Inc. Date: 1/25/2023

STATE OF Oklahoma)
)ss.
COUNTY OF McClain)

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 25th day of January, 2023, personally appeared Chad Madden to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as a free and voluntary act and deed for the uses and purposes herein set forth.

My Commission Expires: August 24, 2024 [Signature] NOTARY PUBLIC
My Commission #20010323 

MEMO

To: Honorable Mayor and City Council

From: Bert Norton, Fire Chief

Date: February 28, 2023

Subject: Discussion and consideration, and possible action of approving Change Order No. 4 with Shiloh Enterprises, Inc. for land grading, storm pipe, sewer, and other items at the site of the Police and Fire Training Facility which increases the contract sum by \$44,436.05. (Fire - B. Norton)

Staff respectfully requests that the Council approve Change Order No. 4 with Shiloh Enterprises, Inc. for land grading, storm pipe, sewer, and other items at the site of the Police and Fire Training Facility which increases the contract sum by \$44,436.05. The contract time will remain unchanged. The funds for this change order will come from the fund balance for the GO bond for this project.

Staff recommends approval.



Bert Norton
Fire Chief

Attachments: Change Order No. 4 with Shiloh Enterprises, Inc.

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
MWC POLICE AND FIRE TRAINING FACILITY

CONTRACT INFORMATION:
Contract For: CONSTRUCTION
Date: August 4, 2022

CHANGE ORDER INFORMATION:
Change Order Number: 004
Date: February 15, 2023

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

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

CONTRACTOR: *(Name and address)*
Shiloh Enterprises, INC
5720 N I-35 Industrial Blvd.
Oklahoma City, OK 73034

THE CONTRACT IS CHANGED AS FOLLOWS:

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

COR #5 - City required backwater prevention valve

COR #6 - City Storm pipe extension and grading

COR#8 - Alternate Electrical Panels to meet project completion schedule and additional structural steel to support masonry above clerestory window

The original Contract Sum was	\$ 3,477,000.00
The net change by previously authorized Change Orders	\$ 166,204.56
The Contract Sum prior to this Change Order was	\$ 3,643,204.56
The Contract Sum will be increased by this Change Order in the amount of	\$ 44,436.05
The new Contract Sum including this Change Order will be	\$ 3,687,640.61

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

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

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

Guernsey

ARCHITECT *(Firm name)*



SIGNATURE

Maria Angelica Prado, AIA


PRINTED NAME AND TITLE

February 15, 2023

DATE

Shiloh Enterprises, INC

CONTRACTOR *(Firm name)*



SIGNATURE

Steve Preston, President

PRINTED NAME AND TITLE

2-15-2023

DATE

City of Midwest City

OWNER *(Firm name)*

SIGNATURE

Matthew D. Dukes, Mayor

PRINTED NAME AND TITLE

DATE



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

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

2/3/2023

MWC Police & Fire Training
COR#6-Changes made to the grading and
storm pipe per ASI 005

	ADD	DEDUCT
Arrow Contracting	\$23,021.80	
Hammer Construction	\$10,000.00	

Note: No additional days requested for this work.

Subtotal	\$33,021.80
OH&P 10%	\$3,302.18
Total	\$36,323.98

CHANGE ORDER



PO Box 721078 - Norman, OK 73070-4830 - Phone 405.310.3160 - Fax 405.310.3161

January 18, 2023

Customer: Shiloh Enterprises

Project: MWC Police & Fire

CHANGE ORDER ASI # 5

<i>Description</i>	<i>Units</i>	<i>Quantity</i>	<i>COST Unit Price</i>	<i>COST Total Price</i>	<i>10% MARK UP Unit Price</i>	<i>10% MARK UP Total Price</i>
Mobilization Permits	ea	2.00	\$ 450.00	\$ 900.00	\$ 495.00	\$ 990.00
Haul Truck	hr	10.00	\$ 58.66	\$ 586.60	\$ 64.52	\$ 645.20
Haul Truck Driver	hr	10.00	\$ 29.48	\$ 294.80	\$ 32.43	\$ 324.30
Foreman Operator	hr	30.00	\$ 50.50	\$ 1,515.00	\$ 55.55	\$ 1,666.50
Operator	hr	30.00	\$ 30.00	\$ 900.00	\$ 33.00	\$ 990.00
Trackhoe	hr	30.00	\$ 80.00	\$ 2,400.00	\$ 88.00	\$ 2,640.00
Off Road	hr	10.00	\$ 130.00	\$ 1,300.00	\$ 143.00	\$ 1,430.00
Curtain Burner	hr	20.00	\$ 60.00	\$ 1,200.00	\$ 66.00	\$ 1,320.00
Total Bid :			\$ 9,096.40	10% Mark up	\$ 10,006.00	

TOTAL BASE BID: \$10,000.00

CHANGE ORDER CLARIFICATION: The reason the price jumped from ASI 4 to ASI 5, was a company wide increase on fuel and equipment pricing and hourly

CHANGE ORDER EXCLUSIONS:

- Seeding, staking, stabilization, imported topsoil, rip-rap, pipe, asphalt, and rock excavation
- Shoring, traffic control, dewatering of any kind, other trades spoils, all testing, permits, fees, and bonding.
- Export of soil material, debris or other waste material beyond quantities specified in scope.
- Removal, repair or replacement of fences or walls.
- Demolition and export of items not on plans or outside items included in scope

Bid is valid for 30 days



405-341-5500 Phone

405-341-7106 Fax

GENERAL CONSTRUCTION
MANAGEMENT

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

2/3/2023

MWC Police & Fire Training
COR#5-Add Sewer Back Damper required by
MWC Inspections

ADD DEDUCT

Arrow Contracting

\$990.00

Note: No additional days requested for this work.

Subtotal
OH&P 10%

\$990.00
\$99.00

Total

\$1,089.00



405-341-5500 Phone

405-341-7106 Fax

GENERAL CONSTRUCTION
MANAGEMENT

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

2/14/2023

MWC Police & Fire Training
COR#8-Revisions made to the electrical panel L1
and structural details to support the masonry above
windows C & B per ASI 008.

ADD DEDUCT

Guerrero Electric-Electric Panels	\$3,197.11
Leonard Building-Additional Steel Erection	\$1,050.00
Blackiron-Structural Steel Material	\$2,137.50

Note: No additional days requested for this work.

Subtotal	<hr/>
	\$6,384.61
OH&P 10%	\$638.46
Total	<hr/>
	\$7,023.07

Commercial/Industrial/Service
 Available 24/7
 (405) 795-9561



1600 S. Eastern Ave.
 Moore, OK 73160
 License # 91567

DATE: 2/13/23

CHANGE ORDER : 3

PROJECT: MWC POLICE AND FIRE TRAINING CENTER

CHANGE ORDER DESCRIPTION: THE FOLLOWING CO IS TO CHANGE THE ORIGINALLY CALLED OUT PANEL L1 WITH TWO SEPARATE PANELS. AS WELL AS INCREASE THE FEEDER SIZE TO THESE TWO PANELS CALLED OUT IN ASI 8.

MATERIAL:

TOTAL	\$	2,664.26
MARK UP	\$	532.85
TOTAL	\$	3,197.11

LABOR:

REGULAR HOURS	HRS	WAGE		
PROJECT MANAGER	0	\$ 95.00	\$	-
FOREMAN	0	\$ 90.00	\$	-
JOURNEYMAN		\$ 80.00	\$	-
APPRENTICE	0	\$ 60.00	\$	-
OVERTIME HOURS	HRS	WAGE		
PROJECT MANAGER	0	\$ 142.50	\$	-
FOREMAN	0	\$ 127.50	\$	-
JOURNEYMAN	0	\$ 120.00	\$	-
APPRENTICE	0	\$ 75.00	\$	-
DOUBLE TIME HOURS	HRS	WAGE		
PROJECT MANAGER	0	\$ 190.00	\$	-
FOREMAN	0	\$ 170.00	\$	-
JOURNEYMAN	0	\$ 160.00	\$	-
APPRENTICE	0	\$ 100.00	\$	-
LABOR TOTAL:			\$	-

SUBCONTRACTOR:

DATA	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
TOTAL:	\$	-

RENTAL EQUIPMENT:

MINI EX	\$	-
TRENCHER	\$	-
TOTAL:	\$	-

GRAND TOTAL:

\$ 3,197.11

Leonard Building Company, LLC.

5711 SE 70th St.

Oklahoma City, OK 73135

405-737-2260 405-737-2304 (Fax)

PROPOSAL

Date: February 14, 2023

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

Name Shiloh Enterprises

PROJECT NAME: MWC Police & Fire
LOCATION: Midwest City, OK

SCOPE OF WORK:

LBC proposes to provide labor and equipment:

- 1) Welder @ \$75/hr - \$750.00
- 2) Laborer @ \$25/hr - \$250.00
- 3) Equipment & Welding Rod - \$250.00

All materials guaranteed to be as specified above with all work to be performed in accordance with any drawings and specifications submitted for above scope. All work shall be completed in a workmanlike manner for the sum of

One Thousand Fifty Dollars

\$1,050.00

Payment to be made as follows:

To Be Determined Upon Acceptance of Proposal

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon weather, accidents or delays beyond our control. Workmen's Compensation and General Liability Insurance Certificate to be furnished upon request.

Respectfully submitted by: Shauna Karl

TITLE: _____

Note: This proposal may be withdrawn by LBC
if not accepted in 30 Days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signed

Date



Change Order

TO: Steve Preston
DATE: 2/14/2023
RE: MWC - Fire/Police Facility

Reason for Request:

ASI 8 - HSS 6x6x1/4 / L5x5x5/16

Material	\$1,500.00
Labor - 7.5 hrs @ \$85/hr	\$637.50
Total	\$2,137.50

MEMO

To: Honorable Mayor and City Council

From: Bert Norton, Fire Chief

Date: February 28, 2023

Subject: Discussion, consideration, and possible action of approving Task Order 1 with Guernsey for delays in completion of the contract for the fire department headquarters renovation which increases the contract sum by \$9,100 for a new contract total of \$64,464.00. (Fire - B. Norton)

Staff respectfully requests that the Council approve Task Order 1 with Guernsey for delays in completion of the contract for the fire department headquarters renovation which increases the contract sum by \$9,100 for a new contract total of \$64,464.00. (Fire - B. Norton)

Staff recommends approval.



Bert Norton
Fire Chief

Attachments: Change Order No. 3 with Shiloh Enterprises, Inc.

TASK ORDER

Fire Station No1 Renovation - Mod 001
Additional Services for delay in construction

This Task Order is subject to the Master Agreement between C. H. Guernsey & Company (GUERNSEY) and the City of Midwest City, Oklahoma a Municipal Corporation (Client) dated 18 March, 2019 of Master Agreement.

SCHEDULE A - SCOPE OF SERVICES

Following Substantial Completion to the original contract, Additional Services were requested to assist the City of Midwest City with delays in construction.

SCHEDULE B - COMPENSATION

Lump sum fee of \$9,100 added to the original amount of the Contract.

Original Contract Amount -	\$ 55,364.00
<u>Mod 001 - Additional Services</u>	<u>\$ 9,100.00</u>
New Contract Total	\$ 64,464.00

SCHEDULE C - PAYMENT

No Changes from Master Agreement

SCHEDULE D - INSURANCE

No Changes from Master Agreement

SCHEDULE E - GOVERNING LAW / DISPUTE RESOLUTION

No Changes from Master Agreement

SCHEDULE F - OTHER MODIFICATIONS

No Changes from Master Agreement

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

For Client: _____

Title: _____

For GUERNSEY: David Oman _____

Title: Vice President _____

IN WITNESS WHEREOF, the parties hereto have executed this Task Order as of January 26, 2023.

City of Midwest

By: _____

Title: _____

C. H. GUERNSEY & COMPANY

By:  _____

Title: Vice President _____



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

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: February 28, 2023

RE: Discussion, consideration, and possible action of approving a resolution requested by the Oklahoma Department of Commerce (ODOC) of their sub-recipients utilizing Community Development Block Grant Coronavirus (CDBG-CV2) funding for job training activities.

The City of Midwest City approved an award of CDBG-CV2 funding from the Oklahoma Department of Commerce on July 27, 2021 for after school assistance, job training assistance and rehabilitation assistance for public facilities. The grant funded the Neighborhoods in Action Job Coaching Program which closed as of December 31, 2023 benefiting 19 low income residents and the Midwest City Career Training Grant Program. The career training grant program will end in August of 2023, having provided assistance to 11 Midwest City residents to date.

Staff has been following participants in these programs and will have no issue with providing ongoing information to ODOC. Please see the attached resolution for your review. Staff recommends approval.

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

Terri L. Craft
Grants Manager

RESOLUTION NO. _____

A RESOLUTION REQUIRING JOB TRACKING DATA AS A CONDITION OF USE BY THE CITY OF MIDWEST CITY UTILIZING JOB TRAINING PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS FUNDING IDENTIFIED AS PROJECT #18220 CDBGCR 20. THE TIME PERIOD FOR SAID RESOLUTION SHALL COVER THE TIME PERIOD FOR THE CITY OF MIDWEST CITY FROM SEPTEMBER 1, 2021 UNTIL ALL BENEFICIARIES FROM THE PROGRAM HAVE BEEN TRACKED AND REPORTED FOR THE LENGTH OF TIME APPROVED BY ODOC NOT TO EXCEED ONE YEAR. ALL RECORDS MUST BE MAINTAINED FOR AT LEAST THREE YEARS AFTER THE PROJECT HAS BEEN CLOSED OUT.

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

SECTION I: It shall be required that the subrecipient or any subcontractors of the subrecipient, or any other entities utilizing job training assistance funded with the Community Development Block Grant Coronavirus Funding shall as a condition of such use enter into an agreement to provide job tracking data to Oklahoma Department of Commerce beginning on September 1, 2021 that the state awarded the CDBG-CV funds to the City of Midwest City and ending when all job training beneficiaries have been tracked for the length of time approved by ODOC, not to exceed one year. All records must be maintained for at least three years after the project has been closed out.

SECTION II: If any section subsection sentence clause or phrase of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction such portion shall be deemed a separate distinct and independent provision in such holdings shall not affect the validity of the remaining portions of this ordinance.

PASSED AND APPROVED by the CITY OF MIDWEST CITY, acting by and through its City Council this 28th day of February, 2023.

Matthew D. Dukes II, Mayor
City of Midwest City

{SEAL}

Sara Hancock, City Clerk

Approved as to form and legality this 28th day of February, 2023.

Donald D. Maisch, City Attorney



MIDWEST CITY
Midwest City, OK 73110 Office 405.739.1320

City of Midwest City Police Department

100 N. Midwest Boulevard

Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Sid Porter, Chief of Police

DATE: February 28, 2023

SUBJECT: Discussion, consideration, and possible action of declaring the items of found property, bicycles, and seized non-drug evidence on the attached lists, as surplus and authorizing their disposal through sealed bid, public auction, or other means necessary.

On September 30, 2022, Case # CP 2022-37 the Court ordered, adjudged and decreed that the Chief of Police of the City of Midwest City, Oklahoma, be authorized at his discretion to sell, convert or dispose of this property.

The Midwest City Police Department requests that you declare the items on the attached lists as surplus and authorize their disposal by sealed bid or auction, or destruction in the case of items posing a threat to the general safety of the general public such as firearms.

This seized evidence is not equipment that could be utilized by the Midwest City Police Department.

Staff recommends approval.

Sid Porter

Sid Porter, Chief of Police

IN THE DISTRICT COURT WITHIN AND FOR OKLAHOMA COUNTY

STATE OF OKLAHOMA

SEP 30 2022

RICK WARREN
COURT CLERK

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

CP-2022-37

88 _____

ORDER

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

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

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

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

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



Judge of the District Court

Approved as to form:

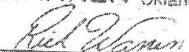


Vicki L. Floyd, OBA #16040
Assistant City Attorney and City Prosecutor
City of Midwest City
100 N. Midwest Blvd.
Midwest City, OK 73110
(405) 739-1284 Telephone
(405) 869-8680 Fax
vfloyd@midwestcityok.org

CERTIFIED COPY
AS FILED OF RECORD
IN DISTRICT COURT

SEP 30 2022

RICK WARREN COURT CLERK
Oklahoma County



PROPERTY CONVERSION LIST

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

Bicycle Conversion List

55

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

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

MONEY

Case #	Offense	Date	Amount	Status	Owner
13-00026	LARCENY MOTOR VEHICLE	1/1/13	1.24		UNK
13-07618	ROBBERY	9/19/13	\$62.00		UNK
14-05397	BURLARY AUTO	7/22/14	\$23.29		UNK
14-06096	ROBBERY	8/15/14	\$2.01		UNK
15-09242	ARSON	11/22/15	\$5.00		UNK
16-04535	POSS MJ	6/8/16	\$19.37	UTL	KENDRE LAVERT WALLACE
17-01808	DUI	3/11/17	\$10.00	UTL	ROBERT PATTON
17-02894	POSS METH	4/20/17	\$20.00	UTL	DAVID PAINTER
17-03900	POSS CDS	5/27/17	\$0.20		UNK
17-05062	RUNAWAY	7/9/17	\$4.92		UNK
17-08597	POSS CDS	11/26/17	\$138.25	DA STATUS RPT	UNK
17-08780	ROBBERY DANG WEAPON	12/3/17	\$33.00	UTL	AUSTIN BAIRD
			\$97.00	UTL	AUSTIN MADDR
			\$123.00		UNK
18-00876	OBTAIN MONEY BY TRICK OR DECEPTION	1/30/18	\$15.00		UNK
19-00240	SUICIDE	1/10/19	\$1.00	DECEASED	JOBETH HALEY
19-03130	FOUND PROPERTY	5/5/19	\$4.00		UNK
19-05084	DIST OF CDS	7/16/19	\$20.00		UNK
19-05396	FOUND PROPERTY	7/28/19	\$20.00		UNK
19-06112	FOUND PROPERTY	8/26/19	\$2.00		UNK
19-08452	FOUND PROPERTY	11/23/19	\$16.00		UNK
19-08496	POINTING A FIREARM	11/25/19	\$110.00	UTL	DAKOTA LISKE
20-01337	FOUND PROPERTY	2/24/20	\$30.00	UTL	DYLAN QUEEN
20-01989	FOUND PROPERTY	3/23/20	\$14.00		UNK
20-02276	POSS CDS	4/11/20	\$130.00		UNK
20-02396	FOUND PROPERTY	4/19/20	\$475.00		UNK
20-02546	POSS STOLEN VEHICLE	4/28/20	\$60.00	UTL	FLOYD K GRASS
20-04138	FOUND PROPERTY	7/3/20	\$48.00	UTL	CHRISTOPHER DEHUT
20-04763	FOUND PROPERTY	7/30/20	\$1.40	UTL	ELIZABETH CHAVEZ
20-06689	FOUND PROPERTY	10/17/20	\$1.41		
20-07007	FOUND PROPERTY	10/31/20	\$1.00	UTL	CHASE WALDRUP
20-07438	CURFEW	11/20/20	\$5.66		UNK
			\$2.75		UNK
20-07637	FOUND PROPERTY	11/29/20	\$20.00		UNK
21-00749	UNATTENDED DEATH	2/3/21	\$1.00	DECEASED	LEBRAUN MARQUISE BROWN
21-00414	FOUND PROPERTY	1/19/21	\$1.00		UNK
21-01486	BURGLARY III	3/12/21	\$7.20		UNK
			\$5.00		UNK
21-01529	FOUND PROPERTY	3/14/21	\$8.00	UTL	ANGYLL DAVIS
21-01930	FOUND PROPERTY	3/31/21	\$3.28		UNK
21-03408	FOUND PROPERTY	5/30/21	\$34.00		UNK

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

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

UTL
 UNCLAIMED

UTL
 DECEASED

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

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

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



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

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: February 28, 2023

SUBJECT: Discussion, consideration, and possible action to approve declaring an air compressor and air dryer, as surplus and authorizing disposal by public auction, sealed bid or other means as necessary.

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

- Air Compressor (doesn't work)
- Air Dryer

Staff recommends approval.

Sara Hancock
Sara Hancock, City Clerk



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 28, 2023

SUBJECT: Discussion, consideration, and possible action of 1) declaring various obsolete computer equipment and other miscellaneous items of city property on the attached surplus list; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary.

The following computer equipment and miscellaneous items are obsolete, defective, or have been replaced.

CPU			
Inventory #	Manufacturer	Serial Number	Department
1962	Dell Optiplex 3020	4PLPFB2	
1960	Dell Optiplex 3020	38CSKB2	
MISCELLANEOUS			
Quantity	Hardware Type	Serial Number	Department
13	APC UPS		
14	Dell Monitors		
1	Box of Analog Phones		
1	Cisco SG300 10-Port Gigabit PoE Switch	PSZ22271C47	
1	Cisco SG300 10-Port Gigabit PoE Switch	PSZ22271C3Z	
1	HP LaserJet 400 Pro	CNF8G9LDS3	PD
1	Cisco SG300 10-Port Gigabit PoE Switch	PSZ21141BWC	
1	Cisco SG300 10-Port Gigabit PoE Switch	PSZ22271C3D	
1	Cisco SG300 28-Port Gigabit PoE Switch	DNI184101GY	
1	Box of Cables		
1	HP Color LaserJet Pro MFP M477fdn	VNB8J4NCCJ	Fleet
1	Cisco SG300 10-Port Gigabit PoE Switch	PSZ18361B22	
1	Bunn Coffee Maker (Model BX-B)		ECC



DISCUSSION ITEMS





Community Development Department

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

To: Honorable Mayor and Council

From: Billy Harless, Community Development Director

Date: February 28, 2023

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

Executive Summary: This item is a request to a preliminary plat for three (3) parcels for the development of apartments and 1 (one) commercial lot. The property is currently zoned as a PUD, Planned Unit Development, with Tracts “A” & “B” governed by R-HD, High Density Residential District, and Tract “C” governed by C-3, Community Commercial District. The approved PUD allows for apartments and C-3 Community Commercial. The applicant has agreed to all the requirements for the application, however not everything was reflected on the attached drawing (such as trail easements, drainage easements, etc.) at Planning Commission. The applicant has since submitted a completed preliminary plat that reflects and fulfills the required missing components to Engineering and Construction Services’ standard. At the time of this writing, staff has not received any oppositions to this item nor did anyone from the public voice any concerns at the Planning Commission meeting. Action is at the discretion of the Council.

Dates of Hearing:

Planning Commission- December 6, 2022
City Council- January 24, 2023 (tabled per applicant)
Council- February 28, 2023

Council Ward: Ward 2, Pat Byrne

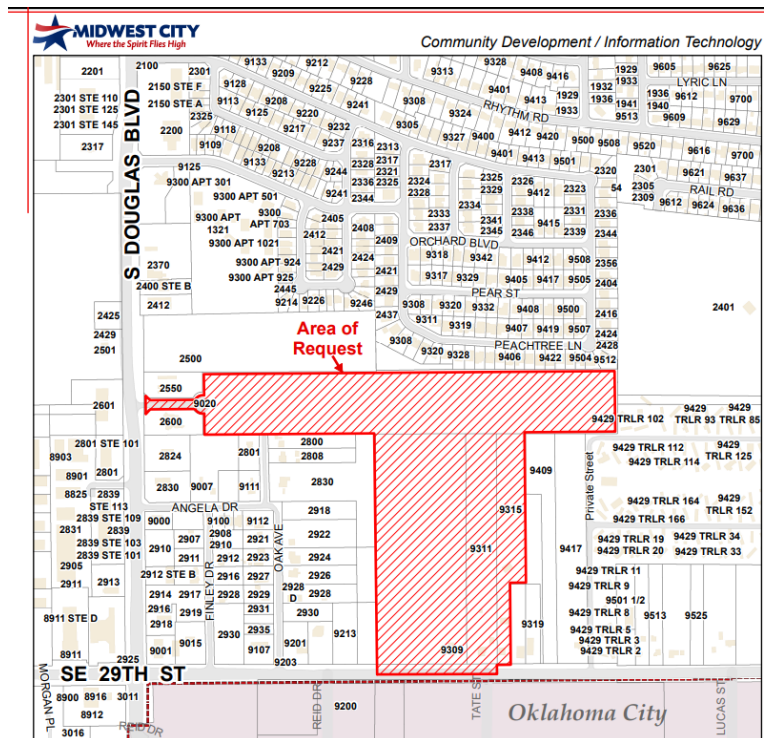
Owner: JLOU Properties, LLC

Applicant/Engineer: Mark Zitzow & Tim Johnson, Johnson & Associates

Proposed Use: Apartments & Commercial Lot

Expiration of Preliminary Plat: If approved, expiration of preliminary plat will be 2 years from date of approval in accordance with Section 38.18.8. of the City of Midwest City’s Subdivision Regulations.

Size: The area of request has frontage along SE 29th Street as well as access off SE 25th Street, a depth of approximately 1600 feet, and an area of approximately 32.3 acres more or less.



Development Proposed by Comprehensive Plan:

Area of Request- Office/Retail

North- Parks/Open Space

South- Oklahoma City

East- Office/Retail

West- Office/Retail

Zoning Districts:

Area of Request- PUD, Planned Unit Development, governed by R-HD, High Density Residential District

North- R-HD, High Density Residential District, R-6, Single-Family Detached Residential District

South- Oklahoma City

East- R-MH-2, Manufactured Home Park District, R-6, Single- Family Detached Residential District

West- R-6, Single-Family Detached Residential District

Land Use:

Area of Request- Vacant

North- Vacant

South- Oklahoma City

East- Residential

West- Residential

Comprehensive Plan Citation:

The current zoning for this case is Planned Unit Development (PUD). The Comprehensive Plan, under chapter 4- Future Land Use, authorizes mixed-use developments with multiple-family units, townhomes, and business activities that service large trade areas immediately surrounding residential neighborhoods. It offers affordable and walkable home choices to residents.

Municipal Code Citation:

38-18. – Preliminary Plat

38-18.1. *Purpose*

The purpose of a preliminary plat shall be to determine the general layout of the subdivision, the adequacy of public facilities needed to serve the intended development, and the overall compliance of the land division with applicable requirements of this Subdivision Ordinance.

38.-18.2. *Accompanying materials.*

(a) Preliminary and other types of plans. An application for a preliminary plat shall be accompanied by the following:

1. Preliminary stormwater management plan;
2. Preliminary drainage plan;
3. Preliminary utility plan;
4. Approved dedication of parks/open space or fees, if necessary;
5. Preliminary site development plan;
6. Street layout plan;
7. Street signage and striping plan;
8. Tree canopy management plan or tree mitigation plan; and
9. Other plans if deemed necessary for thorough review by the director of community development or the city engineer.

(b) *Multiple plans*. Multiple plans may be shown on one (1) sheet per the director of community development's approval.

(c) *Current title commitment*. The applicant shall furnish the application to the city a current commitment issued by a title insurance company authorized to do business in Oklahoma, a title opinion letter from an attorney licensed to practice in Oklahoma, or some other acceptable proof of ownership, identifying all persons having an ownership interest in the property subject to the preliminary plat.

History:

1. Previous business on property was the Frog Pond.
2. May 2022, Council approved an ordinance to redistrict the property from R-6, Single-Family Residential, to PUD, Planned Unit Development, governed by the R-HD, High Density Residential District, as well as a tract governed by C-3, Community Commercial District, and a resolution to amend the Comprehensive Plan from POS, Parks and Open Spaces, and OR, Office Retail, to HDR, High Density Residential with certain contingencies that Johnson has demonstrated in writing as well as has committed to work with staff through the development process.

Next Steps: If Council approves this preliminary plat, the applicant will then proceed with the final plat process if all conditions imposed at the time of approval of the preliminary plat, as applicable, have been satisfied.

Staff Comments-

Engineering Staff Comments:

Note: This application is for the preliminary plat of the S.E. 29th Apartments located at 9309 S.E. 29th Street.

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

Water Supply and Distribution

There are public water mains adjacent to the proposed parcel, a six (6) inch line running along the south side of S.E. 25th Street and a twelve (12) inch line running along the north side of S.E. 29th Street.

The applicant is proposing public water main extensions throughout the development serving all of the proposed lots. The proposed lots will connect to S.E. 29th Street in the south and will extend to the northeast corner of the property so they can be connected to the Reed Baseball complex at a future date. The lines will be within dedicated utility easements reflected on the final plat.

Connection to the public water supply system for domestic service is a building permit requirement per Municipal Code 43-32 for all new buildings.

Sanitary Sewerage Collection and Disposal

A ten (10) inch public sanitary sewer runs along the west side of the subject parcel following the south to north direction of Soldier Creek.

The applicant is proposing public sewer main extensions throughout the development serving all of the proposed lots. The proposed lines will extend to the northwest corner of the property connecting to the existing ten (10) inch public sanitary sewer. The lines will be within dedicated utility easements reflected on the final plat.

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

Streets and Sidewalks

Access to the area of request exists off S.E. 25th Street and S.E. 29th Street.

All of the lots located in the proposed development will front onto either S.E. 25th Street or S.E. 29th Street.

The applicant proposes to construct private drives within the development to provide access to every proposed unit. A private drive will connect to the adjacent property east of the site to help provide secondary emergency access to the site.

Traffic access is proposed to be exclusively from North Glenhaven Drive. The applicant is proposing a Limits of No Access declaration along Marlow Drive denying access to the west side of the parcel. The applicant is petitioning to close Marlow Drive as a public roadway. Half street improvements along Marlow Drive will be required if the petition to close the road is denied.

There are currently no sidewalks along S.E. 25th Street and S.E. 29th Street. Sidewalks will be constructed along both existing frontages.

Improvement plans for the sidewalks must be prepared by a registered professional engineer and be submitted to staff for plan review and approval.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is shown to be in a Special Flood Hazard Area impacted by the 100 year floodplain and floodway on Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 18th, 2009. Any new building permit must meet the minimum design standards outlined in the floodplain development regulations.

All of the existing drainage eventually flows into Soldier Creek as it crosses the site. Currently, the proposed tract is undeveloped except with a small commercial structure that will soon be demolished. The parcel is in a low area and the adjacent property do drain across it.

The applicant has proposed to construct a common detention pond to collect most of the on-site runoff. The design engineer has factored in both the Soldier Creek watershed and all of the adjacent watershed into the drainage plans.

The detention pond outlet will discharge on site into Soldier Creek. The proposed detention pond discharge combined with the existing Soldier Creek runoff creates a net decrease in the flow rate of the water leaving the site.

All future development on the proposed tracts must conform to the applicable requirements of Municipal Code Chapter 13, "Drainage and Flood Control." Resolution 84-20 requires that developers install and maintain sediment and/or erosion controls in conjunction with their construction activities.

Any proposed development must conform to the applicable requirements of Municipal Code Chapter 43, "Erosion Control." Sediment control plans must be submitted to and approved by the city before any land disturbance is done on-site. The developer is responsible for the cleanup of sediment and other debris from drainage pipes, ditches, streets and abutting properties as a result of his activities.

Easements and Right-of-Way

The required easements and existing right of way for the area of request are illustrated on the preliminary plat and will be dedicated to the city when the final plat is filed.

All easements and right of way dedications are to comply with Municipal Code Sections 38-43, 38-44, 38-45.

Fire Marshal's Comments:

- Fire apparatus access roads a minimum of 26 feet in width shall be required if the apartment buildings in the planned complex exceed 30 feet from the grade plane to the highest roof surface. This measurement shall come from the eave of a pitched roof, the intersection of the roof to the exterior wall of the top of parapet walls, whichever is greater.
- Fire hydrant spacing shall be no further than 400 feet.
- A fire hydrant is required to be located within 500 feet of all fire department connections for fire suppression systems in each apartment building.
- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Planning Division:

The purpose of this preliminary plat is to determine the preliminary layout of the subdivision and ensure that the development plans are following the City of Midwest City's subdivision regulations.

The applicant is proposing create two hundred ninety-six (296) apartment units on Lot One. Future phases include commercial development on Lot Two, and apartments units on Lot Three. The area of request is zoned as a Planned Unit Development with Tracts "A" (Lot 1) & "B" (Lot 3) governed by R-HD, High Density Residential District, and Tract "C" (Lot 2) governed by C-3, Community Commercial District.

If this proposed subdivision is approved, all development will be required to meet the requirements and the following special conditions part of the PUD approved May 2022:

- Exterior building wall finish shall consist of a minimum of 85% brick, brick veneer, rock, concrete, stucco, concrete-board, architectural metal or stone masonry. No more than 15% EIFS or wood shall be permitted.
- A minimum of 10% of the PUD shall be dedicated to landscaping and/or open space.
- Shall preserve a minimum of 20% of the tree canopy on the subject site. The trees preserved within the floodplain shall count toward this requirement.
- To minimize light spillover on residential uses, outdoor lights within the development will be directed away from any adjacent residential properties. To accomplish this, lights shall utilize shields, shades, or other appropriate methods of directing light beams.
- A buffer of not less than 20' containing existing vegetation shall be maintained along the PUD boundaries adjacent to residential uses and shall satisfy any sight proof screening requirements. Additional fencing may be installed as necessary.
- Dumpsters shall be consolidated where practical and located within an area screened by a fence or masonry wall of sufficient height that screens the dumpster from the view of primary vehicle and pedestrian circulation systems. Said enclosure shall be a minimum of 50 feet away from any residential use.

- Vehicular access into this PUD shall be via a maximum of three (3) drives from SE 29th Street and via the one (1) existing drive on SE 25th Street.

Applicant submitted building plans through Engineering and Construction Services prior to being platted. The building plans have been sent to third party for Building review, but Planning will not begin its review process until the final plat has been approved by Council.

Per Subdivision Regulation Code, Article III, Section 38-18.9. Preliminary plat expiration.

(a) *Two-year validity.*

(1) The approval of a preliminary plat shall remain in effect for a period of two (2) years following the date of approval, during which period the applicant shall submit and receive approval for construction plans and a final plat for the land area shown on the preliminary plat.

(2) If construction plans and a final plat application have not been approved within the two-year period, the preliminary plat shall expire.

(b) *Phased developments—Partial construction plans and final plat.* If construction plans and a final plat for only a portion of the land area shown on the preliminary plat are approved by the end of the two-year period, then the preliminary plat for the remainder of the land not included on the construction plans or final plat shall expire on such date.

(c) *Relationship to construction plans.* A preliminary plat shall remain valid for two (2) years or the period of time in which approved construction plans are valid, whichever is greater.

(d) *Action on final plat.* Should a final plat application be submitted within the two-year period, but not be acted upon by the city council within the two-year period, the preliminary plat shall expire unless an extension is granted as provided in section 38-18.9., Preliminary plat extension.

(e) *Void if not extended.* If the preliminary plat is not extended as provided in section 38-18.9., Preliminary plat extension, it shall expire and shall become null and void.

Action is at the discretion of the Council.

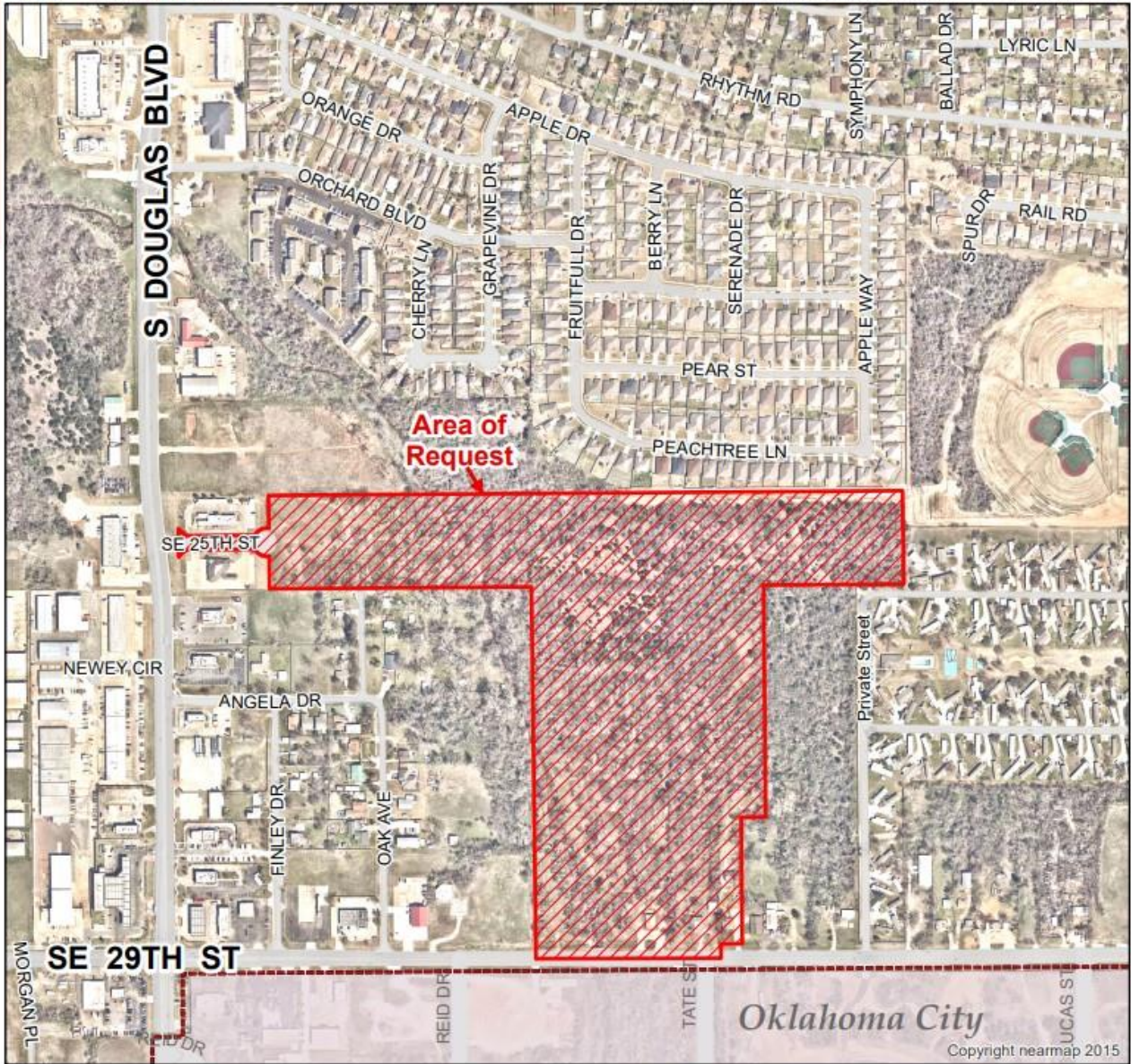
Action Required: Approve or reject the Preliminary Plat of the 29th Street Apartments for the property located at 9309 SE 29th Street, subject to staff comments as found in the February 28, 2023 agenda packet, and as noted in PC-2134 file.



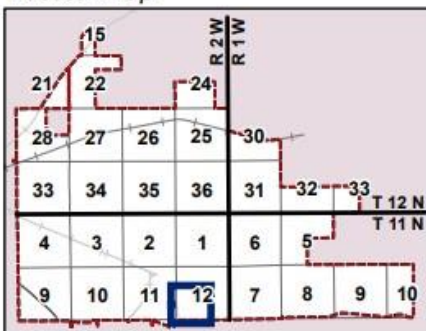
Billy Harless
Community Development Director
ER



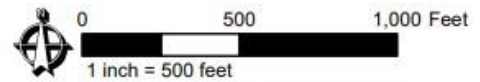
Community Development / Information Technology



Locator Map



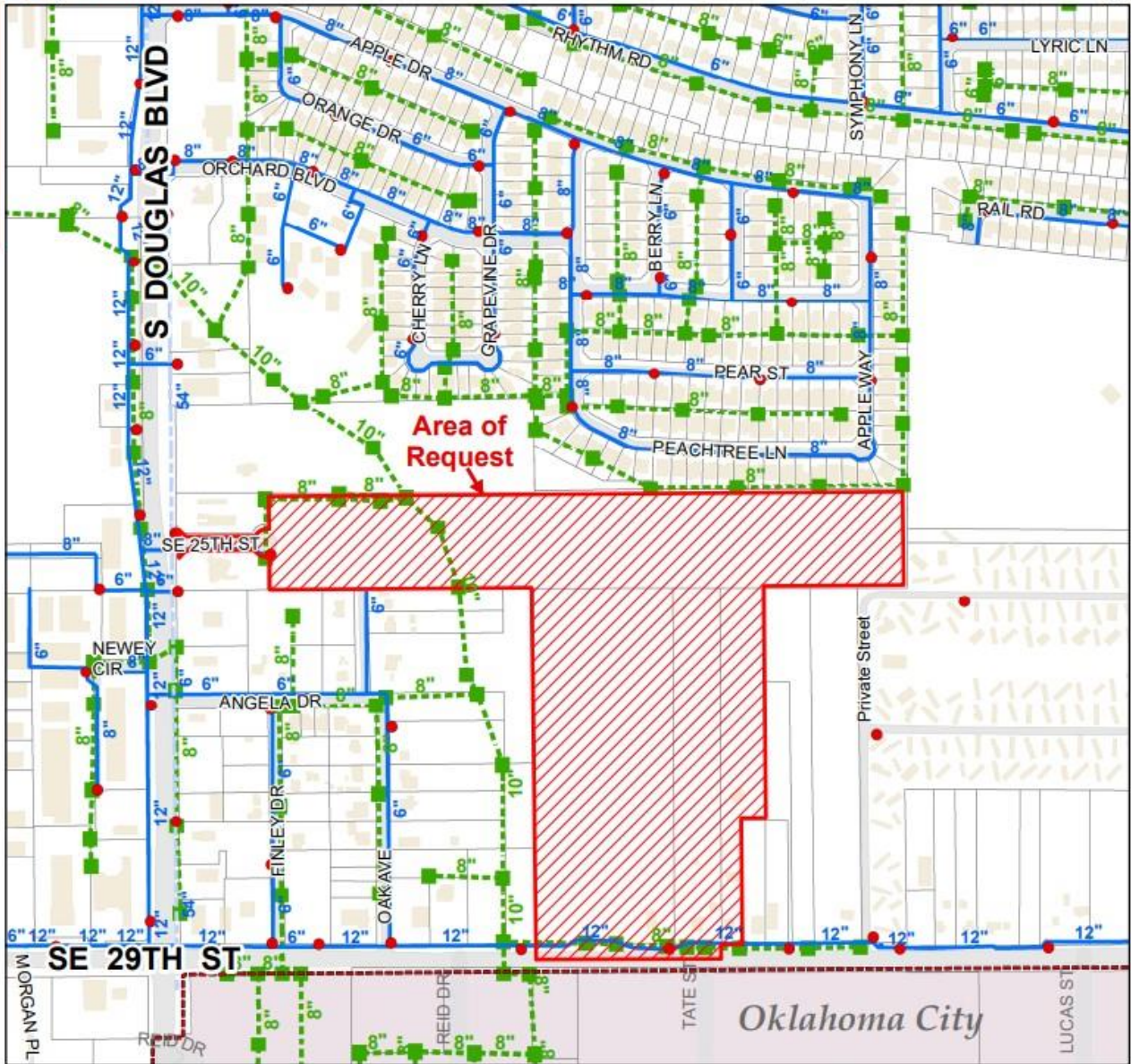
**4/2022 NEARMAP AERIAL VIEW FOR
PC-2134
(SW/4, Sec. 12, T11N, R2W)**



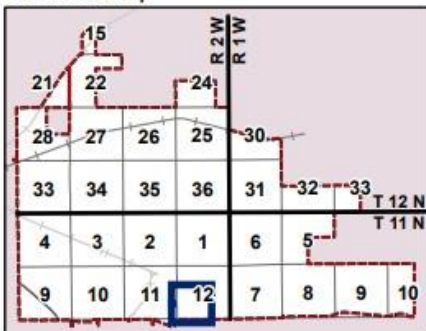
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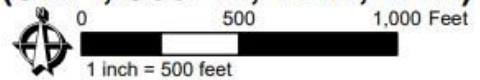
Locator Map



Water/Sewer Legend

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

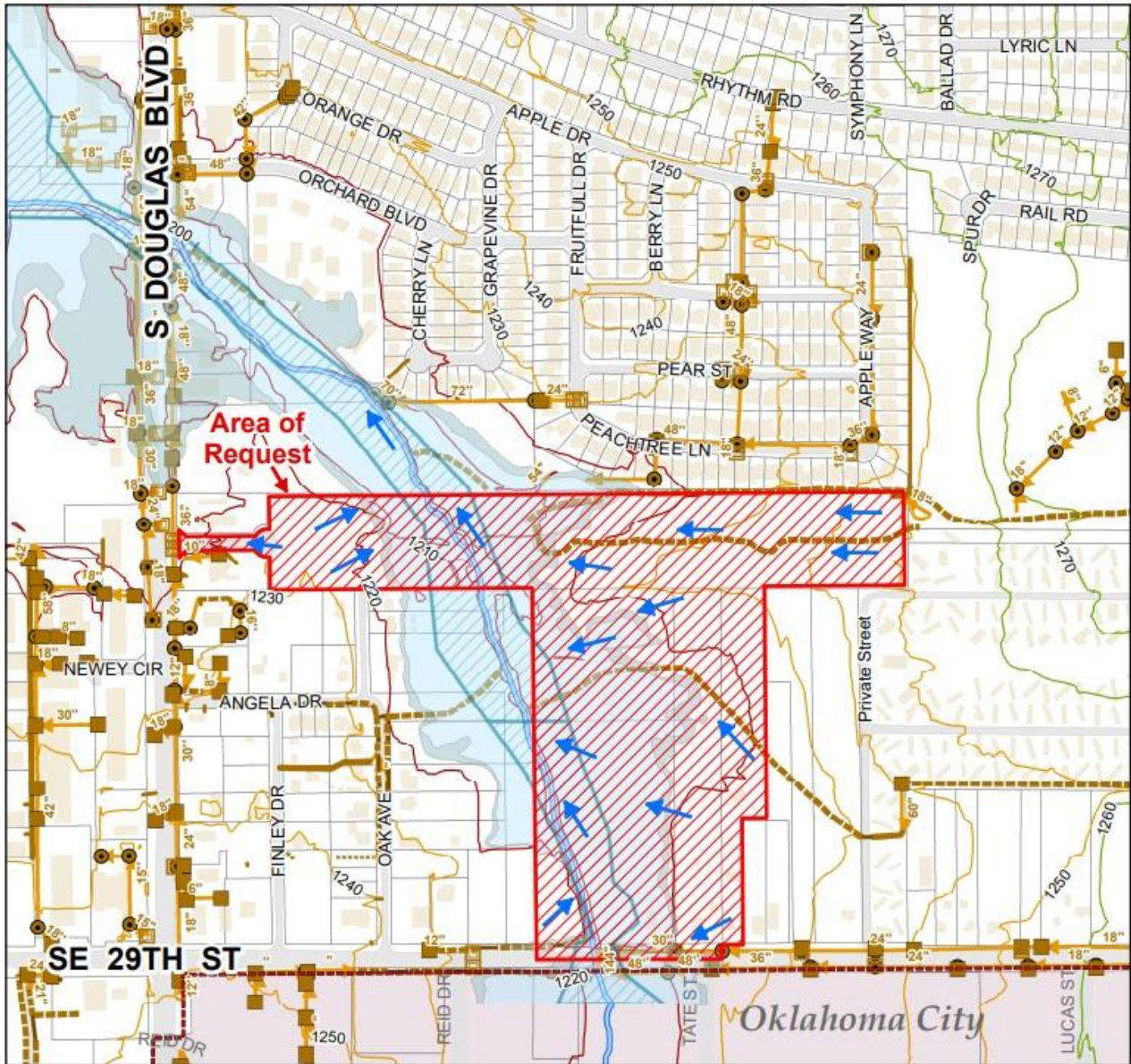
**WATER/SEWER LINE
LOCATION MAP FOR
PC-2134
(SW/4, Sec. 12, T11N, R2W)**



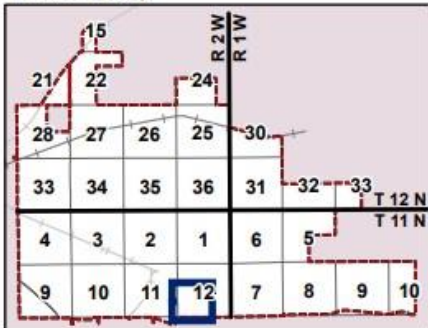
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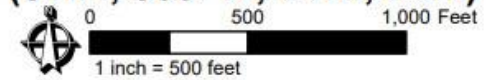
Locator Map



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

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

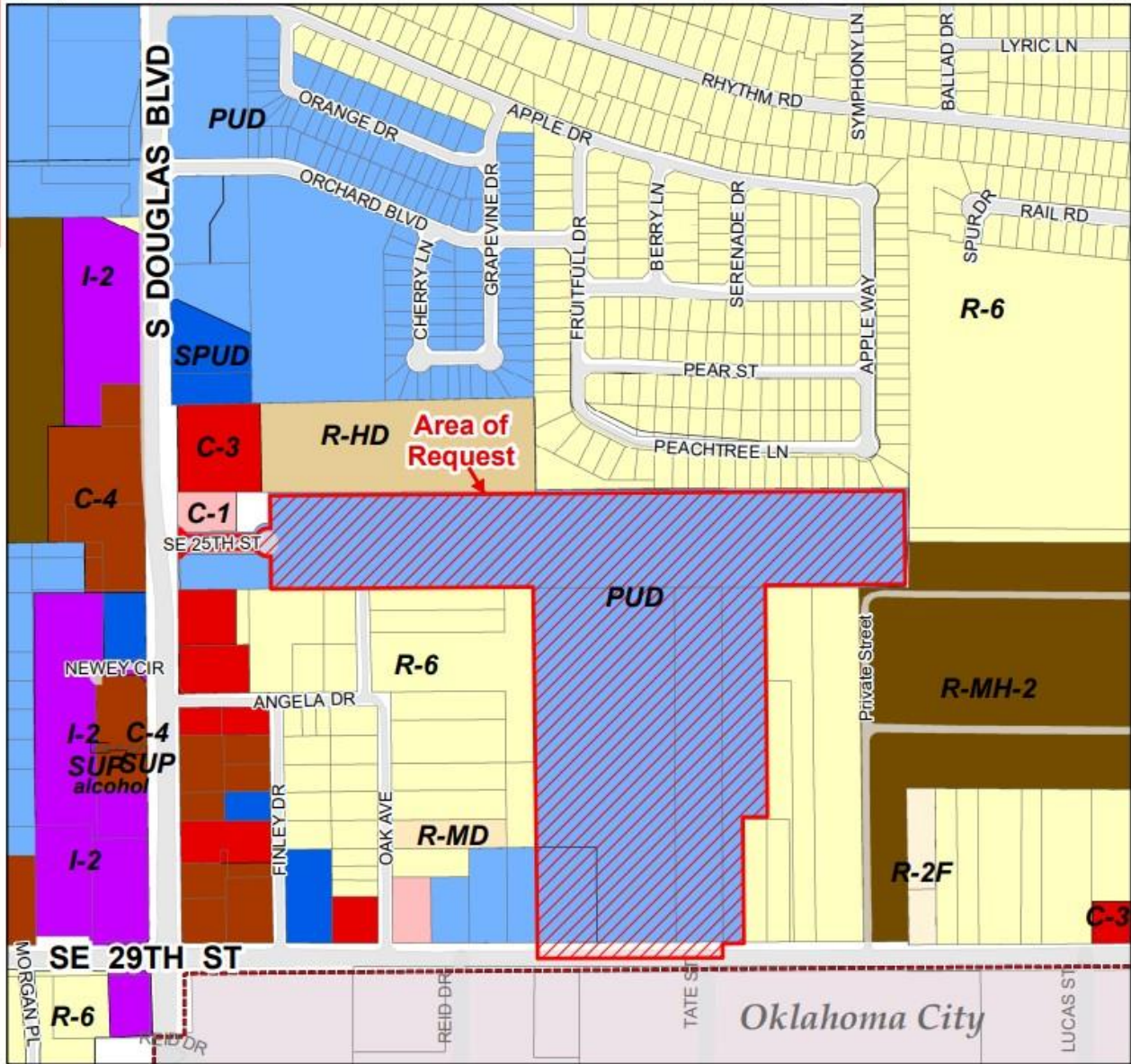
DRAINAGE LOCATION MAP FOR PC-2134 (SW/4, Sec. 12, T11N, R2W)



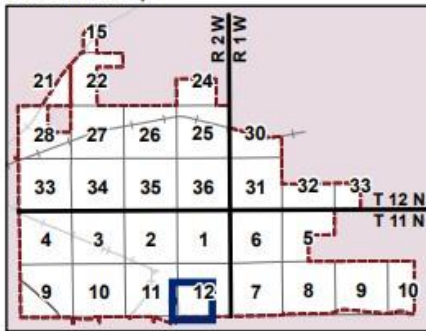
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Community Development / Information Technology



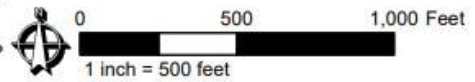
Locator Map



Current Zoning Legend

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

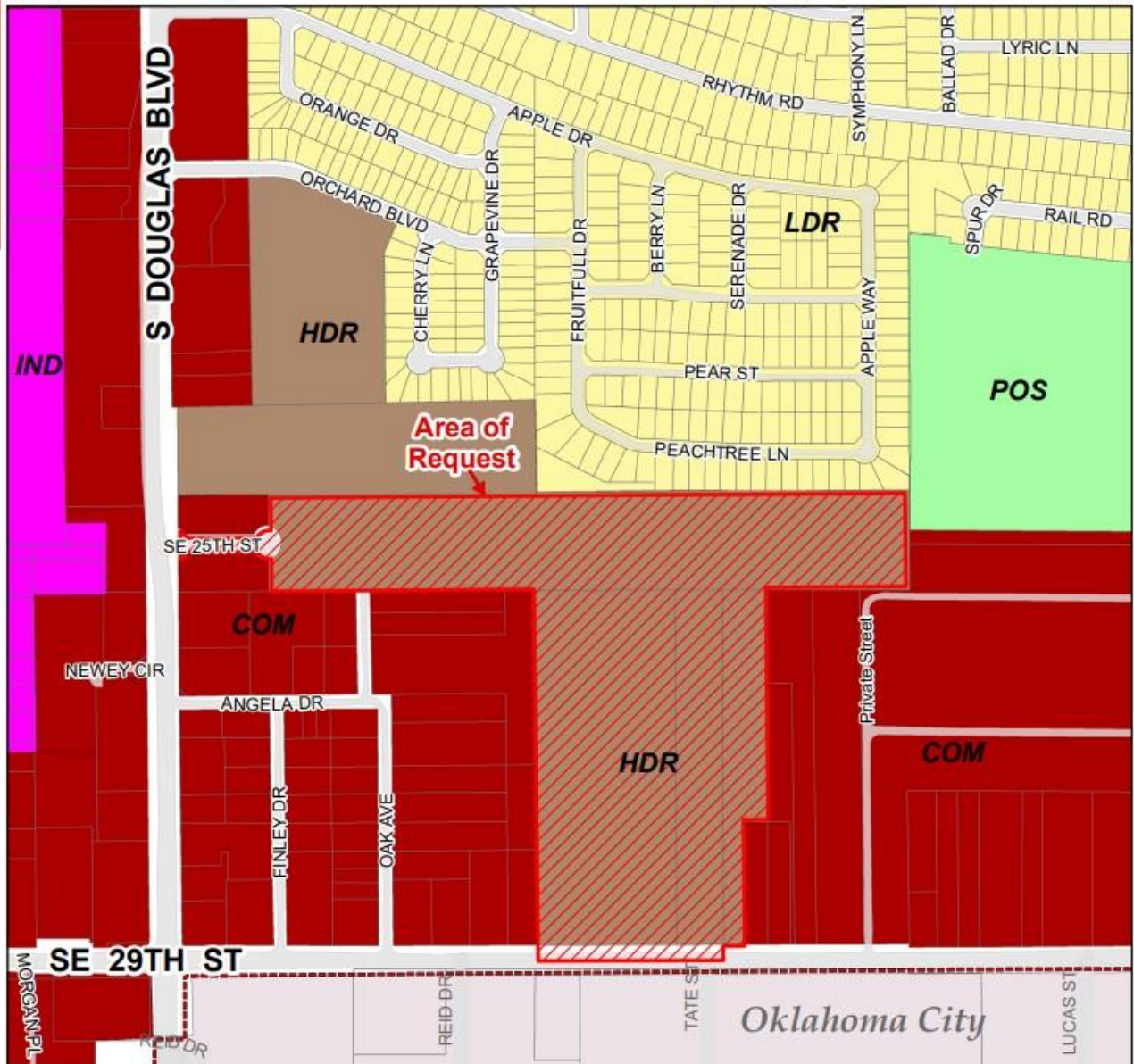
**ZONING MAP FOR
PC-2134
(SW/4, Sec. 12, T11N, R2W)**



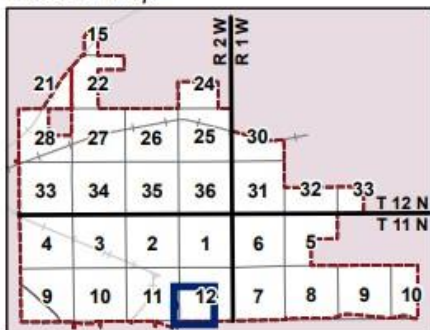
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Community Development / Information Technology



Locator Map



Future Land Use Legend

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

FUTURE LAND USE MAP FOR PC-2134 (SW/4, Sec. 12, T11N, R2W)



0 500 1,000 Feet

1 inch = 500 feet.

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**Fred E. Brawdy
Russell & Amy Linn
9601 SE 29th St.
Midwest City, OK 73130
PH: (405) 732-1175**

March 18, 2022

City of Midwest City
Community Development Department
Current Planning Division
100 N Midwest Blvd.
Midwest City, OK 73110

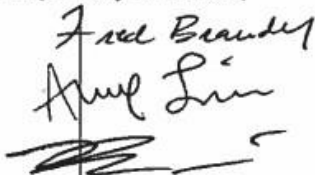
Attn: Mr. Billy Harless, Community Development Director

RE: Letter of Authorization for Submittal to the City

Dear Billy:

As owner/representative of the subject property, I hereby authorize Johnson & Associates to act as agents on our behalf in the submittal and processing of this Planned Unit Development Rezone application and all subsequent applications to the City of Midwest City. If you have any questions or comments, please feel free to contact me at the number listed above.

Respectfully Submitted,



cc: Mark W. Zitzow, AICP, Johnson & Associates
File: 5223 000 / PUD

**JLOU Properties, LLC
1 NE 7th St. Suite D
Oklahoma City, OK 73104
PH: (405) 401-6113**

March 18, 2022

City of Midwest City
Community Development Department
Current Planning Division
100 N Midwest Blvd.
Midwest City, OK 73110

Attn: Mr. Billy Harless, Community Development Director

RE: Letter of Authorization for Submittal to the City

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Respectfully Submitted,



cc: Mark W. Zitzow, AICP, Johnson & Associates
File: 5223 000 / PUD

LEGAL DESCRIPTION

29th & Douglas Apartments
Overall Tract

October 24, 2022

A tract of land being a part of Southwest Quarter (SW/4) of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, and being all of a tract of land recorded in Book 14005, Page 741 (Brawdy Tract), all of a tract of land recorded in Book 13574, Page 1223 (J Lou North Tract), and a portion of a tract of land recorded in Book 11100, Page 971 (J Lou East Tract) being more particularly described as follows:

Commencing at the Southwest (SW) Corner of said Southwest Quarter (SW/4);

THENCE North 89°46'29" East, along and with the South line of said Southwest Quarter (SW/4), a distance of 1,310.30 feet to the Southwest (SW) Corner of said Brawdy Tract, said point being the POINT OF BEGINNING;

THENCE North 00°39'56" West, along and with the West line of said Brawdy Tract, a distance of 1,315.40 feet to Northwest (NW) Corner of said Brawdy Tract, said point also being a point on the South line of said J Lou North Tract;

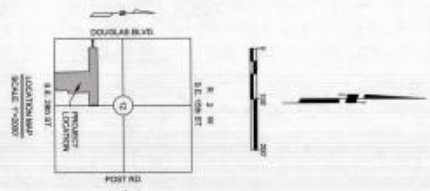
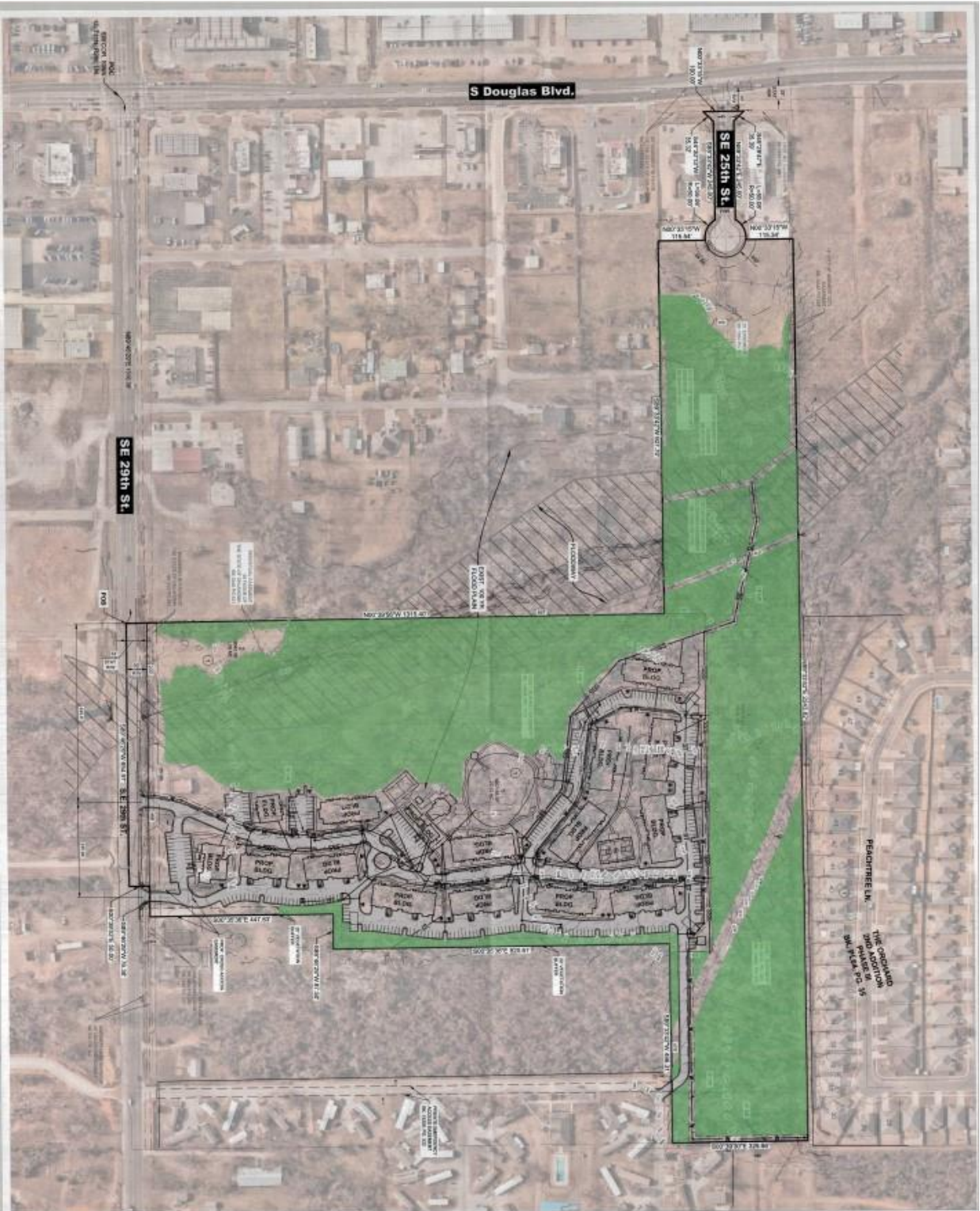
THENCE along and with the South and West line of said J Lou North Tract the following Six calls:

1. THENCE South 89°33'42" West, a distance of 927.70 feet;
2. THENCE North 00°33'15" West, a distance of 115.54 feet;
3. THENCE on a non-tangent curve to the right having a radius of 50.00 feet, a chord bearing of North 64°24'14" West, a chord length of 55.70 feet and an arc length of 59.08 feet;
4. THENCE South 89°33'42" West, a distance of 245.00 feet;
5. THENCE South 44°30'13" West, a distance of 35.32 feet;
6. THENCE North 00°33'15" West, a distance of 100.00 feet to the Northwest (NW) Corner of said J Lou North Tract;

THENCE along and with the North and West line of said J Lou North Tract the following Five calls:

1. THENCE South 45°29'47" East, a distance of 35.39 feet;
2. THENCE North 89°33'42" East, a distance of 245.00 feet;

Page 1 of 2



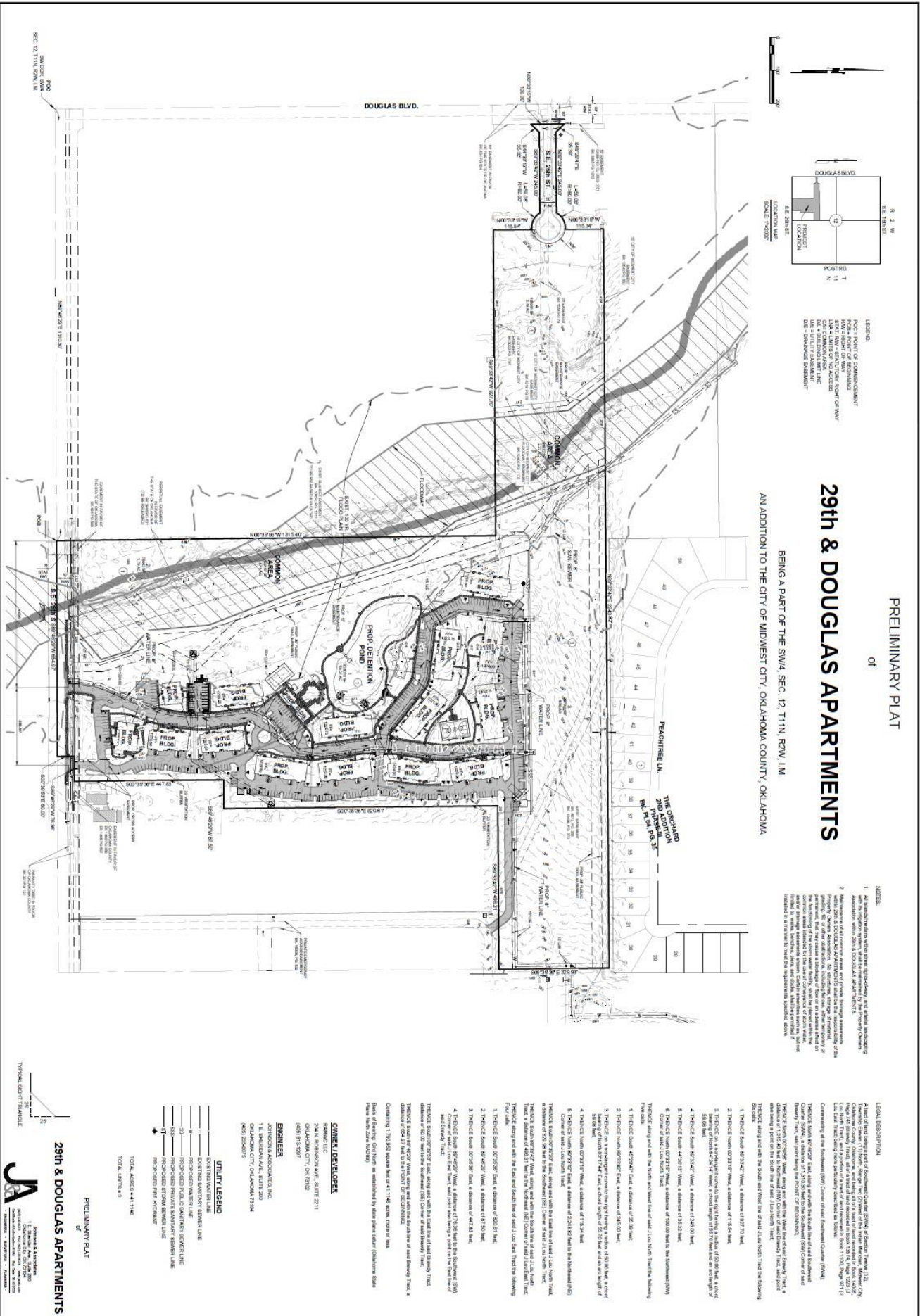
29th & Douglas Apartments

9309 SE 29th St.

Tree Canopy Management Plan

 Areas to be Preserved

JA
JOHNSON & ASSOCIATES
Johnson & Associates
15, Riverside Ave., Suite 200
Ocala, Florida 34470
Phone: 352.237.1100
Fax: 352.237.1101
www.johnsonandassociates.com
150702

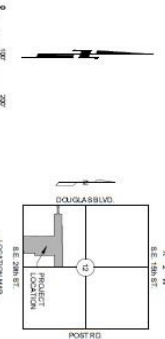


PRELIMINARY PLAT

OF

29th & Douglas Apartments

BEING A PART OF THE SW4, SEC. 12, T11N, R2W, L1M.
AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA



- LEGEND
- POC - POINT OF COMMENCEMENT
 - PROP. BLDG.
 - PROP. DRIVE
 - PROP. SIDEWALK
 - PROP. SIDEWALK ACCESS
 - PROP. SIDEWALK EASEMENT
 - PROP. SIDEWALK EASEMENT
 - PROP. SIDEWALK EASEMENT
 - PROP. SIDEWALK EASEMENT

- NOTES
1. All measurements shall be taken from the centerline of the street or from the centerline of the street to the centerline of the street.
 2. All measurements shall be taken from the centerline of the street or from the centerline of the street to the centerline of the street.

- LOCAL DESCRIPTION
1. THENCE SOUTH 89°29'27" WEST, A DISTANCE OF 207.79 FEET.
 2. THENCE SOUTH 89°29'27" WEST, A DISTANCE OF 15.24 FEET.
 3. THENCE IN A COURSE BEARING S 89°29'27" WEST, A DISTANCE OF 437.00 FEET.
 4. THENCE SOUTH 89°29'27" WEST, A DISTANCE OF 246.00 FEET.
 5. THENCE SOUTH 89°29'27" WEST, A DISTANCE OF 35.52 FEET.
 6. THENCE SOUTH 89°29'27" WEST, A DISTANCE OF 100.00 FEET TO THE SOUTHWEST (NW) CORNER OF SAID LOT.
 7. THENCE SOUTH 89°29'27" WEST, A DISTANCE OF 35.52 FEET.
 8. THENCE SOUTH 89°29'27" WEST, A DISTANCE OF 35.52 FEET.
 9. THENCE SOUTH 89°29'27" WEST, A DISTANCE OF 35.52 FEET.
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 100. THENCE SOUTH 89°29'27" WEST, A DISTANCE OF 35.52 FEET.

OWNER/DEVELOPER
29th & Douglas Apartments, LLC
29th & Douglas Ave., Suite 201
Oklahoma City, OK 73102
(405) 813-1297

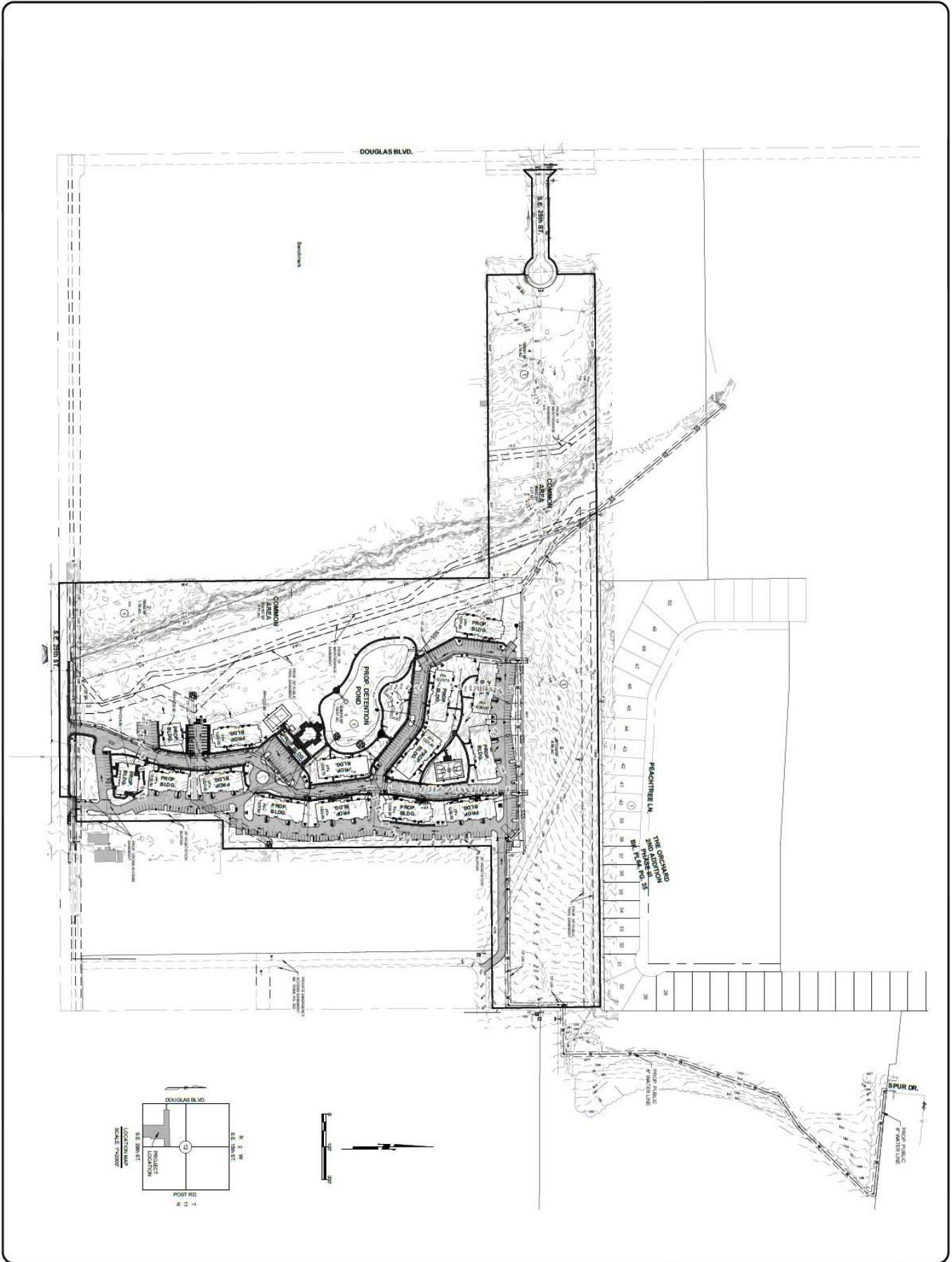
ENGINEER
J&A Associates, Inc.
111 E. Oklahoma Ave., Suite 200
Oklahoma City, Oklahoma 73104
(405) 254-0475

UTILITY LEGEND
--- EXISTING WATER LINE
--- EXISTING SANITARY SEWER LINE
--- EXISTING PUBLIC SANITARY SEWER LINE
--- EXISTING PRIVATE SANITARY SEWER LINE
--- EXISTING STORM SEWER LINE
--- EXISTING FIRE MAIN

TOTAL ACRES = 4.1174
TOTAL LOTS = 43

PRELIMINARY PLAT
of
29th & Douglas Apartments

J&A Associates & Architects
111 E. Oklahoma Ave., Suite 200
Oklahoma City, Oklahoma 73104
(405) 254-0475



	<p>29th & Douglas Apartments MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA PRELIMINARY SITE DEVELOPMENT PLAN</p>		<p>Johnson & Associates 1101 Oklahoma Ave., Suite 200 Oklahoma City, OK 73104 PH: 405.963.8800 FAX: 405.963.8804 www.jaok.com ©2023 Johnson & Associates, Inc. All Rights Reserved.</p>		<p>DATE: 02/28/23 DRAWN BY: JAC</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">REVISIONS</th> </tr> <tr> <th style="width: 10%;">NO.</th> <th style="width: 70%;">DESCRIPTION</th> <th style="width: 20%;">DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REVISIONS			NO.	DESCRIPTION	DATE									
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NO.	DESCRIPTION	DATE																			



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 28, 2023

SUBJECT: Discussion, consideration and possible action of accepting and approving the Single Audit Reports for the City of Midwest City for the year ended June 30, 2022.

The single audit for the City of Midwest City for the year ended June 30, 2022 was presented with the financial audit at the January 24th council meeting, however the single audit was accidentally left out of agenda packet. You will see on the single audit that it will confirm what Jake Winkler from Arledge & Associates covered at the January 24th meeting that the single audit was clean meaning the following:

- No material weaknesses nor significant deficiencies identified relating to internal controls over financial reporting
- No material weaknesses nor significant deficiencies identified relating to internal controls over major federal programs
- The auditor's opinion is that the City complied, in all material respects, with the types of compliance requirements that could have a direct and material effect on each of its major federal programs

Tiatia Cromar

Finance Director

CITY OF MIDWEST CITY, OKLAHOMA

**SINGLE AUDIT REPORTS
AND SUPPLEMENTARY SCHEDULES**

JUNE 30, 2022

CITY OF MIDWEST CITY, OKLAHOMA

JUNE 30, 2022

PAGE

SINGLE AUDIT REPORTS AND SUPPLEMENTARY SCHEDULES:

**Reports related to financial statements of the reporting entity
Required by GAO *Government Auditing Standards*:**

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	1
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Reports related to Federal Assistance Programs Required by the Uniform Guidance:

Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required By the Uniform Guidance; and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance	3
Schedule of Expenditures of Federal Awards	6
Notes to the Schedule of Expenditures of Federal Awards	7
Schedule of Findings and Questioned Costs	8
Summary Schedule of Prior Audit Findings and Questioned Costs	10



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Honorable Mayor and Members of City Council
City of Midwest City, Oklahoma

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the 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, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 21, 2022.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Arledge & Associates PC

Edmond, Oklahoma
December 21, 2022





**INDEPENDENT AUDITOR’S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE;
AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
REQUIRED BY THE UNIFORM GUIDANCE**

To the Honorable Mayor and Members of the City Council
City of Midwest City, Oklahoma

Report on Compliance for Each Major Federal Program

We have audited the City of Midwest City, Oklahoma (the “City”), compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City’s major federal programs for the year ended June 30, 2022. The City’s major federal programs are identified in the summary of auditor’s results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor’s Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City’s compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City’s federal programs.

Auditor’s Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City’s compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City’s compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the City as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated December 21, 2022, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information 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. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the 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, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Arledge & Associates PC

Edmond, Oklahoma
December 21, 2022



City of Midwest City, Oklahoma
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2022

Federal Grantor/Program or Cluster Title	Federal AL Number	Pass-through Grantor and Number	Name of Grant - Grant ID No.	Federal Expenditures(\$)
CDBG - Entitlement Grants-Cluster				
Department of Housing and Urban Development				
Community Development Block Grants/Entitlement Grants				
Community Development Block Grants/Entitlement Grants	14.218		Community Dev Block Grant--B-19-MC-40-0005	38,063
Community Development Block Grants/Entitlement Grants	14.218		Community Dev Block Grant--B-21-MC-40-0005	253,703
Community Development Block Grants/Entitlement Grants	14.218		Community Dev Block Grant--B-20-MC-40-0005	2,985
Community Development Block Grants/Entitlement Grants	14.218		Community Dev Block Grant - COVID-19--B-20-MW-40-0005	263,690
Total Community Development Block Grants/Entitlement Grants				<u>558,441</u>
<i>Total Department of Housing and Urban Development</i>				
Total CDBG - Entitlement Grants-Cluster				
Coronavirus State and Local Fiscal Recovery Funds (Alternative Compliance Examination)-Cluster				
Department of the Treasury				
Coronavirus State and Local Fiscal Recovery Funds (Alternative Compliance Examination)				
Coronavirus State and Local Fiscal Recovery Funds (Alternative Compliance Examination)	21.027		American Rescue Plan Act SLFRF	500,000
Coronavirus State and Local Fiscal Recovery Funds (Alternative Compliance Examination)	21.027	Oklahoma Department of Civil Emergency Management	ARPA Training Reimbursement--FEMA DR ARPA 2021 PW	<u>473</u>
Total Coronavirus State and Local Fiscal Recovery Funds (Alternative Compliance Examination)				<u>500,473</u>
<i>Total Department of the Treasury</i>				
Total Coronavirus State and Local Fiscal Recovery Funds (Alternative Compliance Examination)-Cluster				
Highway Safety Cluster-Cluster				
Department of Transportation				
State and Community Highway Safety				
State and Community Highway Safety	20.600	Oklahoma Highway Safety Office	Oklahoma Highway Safety Office--PT-22-03-17-19	25,345
State and Community Highway Safety	20.600	Oklahoma Highway Safety Office	Oklahoma Highway Safety Office--PT-19-03-13-16	<u>19,556</u>
Total State and Community Highway Safety				<u>44,901</u>
<i>Total Department of Transportation</i>				
Total Highway Safety Cluster-Cluster				
Other Programs				
Department of Homeland Security				
Disaster Grants-Public Assistance (Presidentially Declared Disasters)				
Disaster Grants-Public Assistance (Presidentially Declared Disasters)	97.036	Oklahoma Department of Civil Emergency Management,PA-06-OK-4575-PW	October 2020 Ice Storm	<u>1,243,913</u>
Total Disaster Grants-Public Assistance (Presidentially Declared Disasters)				1,243,913
Emergency Management Performance Grants				
Emergency Management Performance Grants	97.042	Oklahoma Department of Civil Emergency Management	Emergency Performance Grant 999	10,000
Emergency Management Performance Grants	97.042	Oklahoma Department of Civil Emergency Management	Emergency Performance Grant 2021	<u>5,000</u>
Total Emergency Management Performance Grants				<u>15,000</u>
Staffing for Adequate Fire and Emergency Response (SAFER)				
Staffing for Adequate Fire and Emergency Response (SAFER)	97.083		Staffing for Adequate Fire and Emergency Response 18--EMW-2018-FH-00195	<u>85,449</u>
Total Staffing for Adequate Fire and Emergency Response (SAFER)				<u>85,449</u>
<i>Total Department of Homeland Security</i>				
United States Department of Justice				
Coronavirus Emergency Supplemental Funding				
Coronavirus Emergency Supplemental Funding	16.034		MWC Police Dept Respirator Equip Purchase Grant--2020-VD-BX-1482	<u>38,283</u>
Total Coronavirus Emergency Supplemental Funding				<u>38,283</u>
Edward Byrne Memorial Justice Assistance Grant Program				
Edward Byrne Memorial Justice Assistance Grant Program	16.738	City of Oklahoma City	FY 2020 Byrne Memorial Justice Assistance Grant--2020-H74338-OK-DJ	<u>7,466</u>
Total Edward Byrne Memorial Justice Assistance Grant Program				<u>7,466</u>
<i>Total United States Department of Justice</i>				
Department of Housing and Urban Development				
Community Development Block Grants/State's Program and Non-Entitlement Grants				
Community Development Block Grants/State's Program and Non-Entitlement Grants	14.228	Oklahoma Department of Commerce	ODOC Community Dev Block Grant - COVID-19--18220 CDBGCR 20	<u>299,546</u>
Total Community Development Block Grants/State's Program and Non-Entitlement Grants				<u>299,546</u>
HOME Investment Partnerships Program				
HOME Investment Partnerships Program	14.239	Oklahoma Housing Finance Agency	Home Investment Partnership Program--19-HOME-1631	<u>40,000</u>
Total HOME Investment Partnerships Program				<u>40,000</u>
<i>Total Department of Housing and Urban Development</i>				
Total Other Programs				
Total Expenditures of Federal Awards				
				<u>\$ 2,833,472</u>

The accompanying notes are an integral part of this schedule

CITY OF MIDWEST CITY, OKLAHOMA

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

JUNE 30, 2022

NOTE A—BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (SEFA) includes the federal award activity of the City under programs of the federal government for the year ended June 30, 2022. The information in this SEFA is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the SEFA presents only a selected portion of the operations of City, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the City.

NOTE B—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the SEFA are reported on the modified cash basis of accounting. Such expenditures are recognized following, as applicable, either the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The City has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE C—SUBRECIPIENTS

During the year end June 30, 2022, the City did not provide federal awards to subrecipients.

NOTE D—SUBSEQUENT EVENTS

The City has evaluated the effects of all subsequent events from June 30, 2022, through December 21, 2022, the date the SEFA was available to be issued, for potential recognition or disclosure in this SEFA. The City is not aware of any subsequent events which would require recognition or disclosure in the SEFA.

CITY OF MIDWEST CITY, OKLAHOMA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS--Continued

JUNE 30, 2022

Section II--Findings Required to be Reported in Accordance with *Government Auditing Standards*:

A. Internal control

No matters were reported.

B. Compliance Findings

No matters were reported.

Section III--Findings Required to be Reported in Accordance with the Uniform Guidance:

A. Internal control

No matters were reported.

B. Compliance Findings

No matters were reported.

CITY OF MIDWEST CITY, OKLAHOMA

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS AND QUESTIONED COSTS

JUNE 30, 2022

Section II--Findings Required to be Reported in Accordance with *Government Auditing Standards*:

A. Internal control

<u>Reference</u>	<u>Finding</u>	<u>Status</u>	<u>Corrective Action Plan or Other Explanation</u>
2021-001	The accounts payable clerk has the ability to initiate an invoice and approve for payment, outside of the normal purchase order and encumbrance process.	Corrected	The City currently has a paperless purchase workflow. Compared to traditional paper based workflows, the departments have a more transparent means of being able to review any questionable expenses. The City also compensates for any deficiency in the purchase process through the extraneous efforts put forth in budgeting process. During budget planning and subsequent review, the expenses are highly scrutinized by the finance department, department heads, and management The City plans to review the paperless workflow and will add more controls as needed.
2021-002	The City has historically not included certain accounts and financial statement elements in its general ledger. The City does maintain supporting schedules for these items.	Corrected	Although we understand the finding from the perspective of the auditor, we respectfully disagree with the finding as currently written. The accounts that the auditor are referring to that are not under general ledger control are only the accounts that appear once a year in the government-wide statements as part of the City's annual external financial statements. The City has historically not included these accounts or statements within the general ledger due to their limited preparation and use (once annually) and a desire not to clutter up the City's internal financial statements with accounts or line items that are not used on a day-to-day or month-to-month basis. As the auditor has pointed out, the City adequately maintains these accounts within our subsidiary records.

B. Compliance Findings

No matters were reported.

CITY OF MIDWEST CITY, OKLAHOMA

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS AND QUESTIONED COSTS

JUNE 30, 2022

Section III--Findings Required to be Reported in Accordance with the Uniform Guidance:

A. Internal control

<u>Reference</u>	<u>Finding</u>	<u>Status</u>	<u>Corrective Action Plan or Other Explanation</u>
2021-003	The City's schedule of expenditures of federal awards for the fiscal year ended June 30, 2021 improperly excluded approximately \$164,000 of expenditures incurred during the year related to the Disaster Grants — Public Assistance (Presidentially Declared Disasters) program	Corrected	Concur, the FY-2021 reimbursable costs addressed were not processed/reimbursed until FY-2022. Our Finance staff was not aware of such costs at the time of preparing the Schedule of Expenditures of Federal Awards (SEFA). Also the Finance Department had a staff change during the SEFA preparation. In the future, with new staff in place, the Finance Department will have regular discussions with the Grants Department staff to ensure the proper recording of transactions.
2021-004	The City's SEFA for the fiscal year ended June 30, 2021 as originally issued did not include the pass-through entity information for the Federal programs	Corrected	The City did not identify the pass-through grantor information for FAL #'s 21.027, 21.019 and 97.036. The draft SEFA prepared by the City did properly identify the pass-through grantor information for FAL #'s 16.738 and 14.239, but the pass-through information was inadvertently omitted from the final report. In the future, the City's finance and grants departments will compare all grant agreements to the SEFA to ensure that pass-through grantor information has been properly identified.

B. Compliance Findings

No matters were reported.



December 21, 2022

To the Honorable Mayor and Members of the City Council.
Midwest City, Oklahoma

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Midwest City for the year ended June 30, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated May 5, 2022. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. The City changed accounting policies related to leases by adopting Statement of Governmental Accounting Standards (GASB Statement) No. 87, Leases, in FY22. We noted no transactions entered into by city during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate(s) affecting the city's financial statements was (were):

Management's estimate of the allowance for uncollectible accounts receivable is based on past due balances and historical collections experience. The incurred but not reported claims liabilities are based on actuarial reports using multiple demographic and financial estimates. The liabilities for the net pension liability, net pension assets and other post-employment benefits is based on an actuarial estimate that uses several factors such as life expectancy tables, expected return on investments, discount rate, and other data to determine the estimated balance. The fair market value of investments held is based on observable market inputs. The estimated useful lives of capital assets is based on a uniform capitalization policy. We evaluated the key factors and assumptions used to develop these estimates in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure(s) affecting the financial statements was (were):

The disclosure of employee pension and other benefit plans, risk management, and commitments and contingencies that, in management's judgement are material to the users of these financial statements as described in Note 4 the financial statements. Additionally, the implementation of GASB Statement No. 87 are as described in Note 1.C to the financial statements.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 21, 2022.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. The city has employed Crawford & Associates, P.C. as consultants for the City and for assistance in drafting the City's financial statements. To our knowledge, there were no consultations with Crawford & Associates, P.C. or other accountants which could affect our opinions on the City's financial statements.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the city's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the management's discussion and analysis, the budgetary comparison schedule-general fund and the schedule of pension plan funding progress, which are (is) required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining statements and individual fund statements, schedule of expenditure of state awards, and the schedule of debt service coverage requirements, as listed in the table of contents, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory and statistical sections as listed in the table of contents of the report, which accompany the financial statements but are not RSI. Such information 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.



Restriction on Use

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

Very truly yours,

Arledge & Associates P.C.

Arledge & Associates, P.C.





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

To: Honorable Mayor and Council

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

Date: February 28th, 2023

Subject: Discussion, consideration, and possible action of awarding a bid and entering into a contract for the Midwest City Forward 2018 G.O. bond asphalt street paving projects with Silver Star Construction, for a total amount of \$3,750,000. City Council delegates the Mayor to sign and execute the contract.

On Tuesday February 21st, 2023 the City of Midwest City opened four bids for the fourth round of Moving Midwest City Forward 2018 G.O. bond asphalt street paving projects. Silver Star Construction submitted the lowest and best price meeting specifications. The Engineer's Estimate and the four detailed estimated bids are attached.

Patrick Menefee, P.E.,
City Engineer
Attachment

BIDS RECEIVED February 21, 2023

BID TABULATION FOR CITY OF MIDWEST CITY STREET REHABILITATION, ASPHALT, PHASE 4 - 2018 BOND ISSUE

		ESTIMATED		ENGINEER'S ESTIMATE		ELLSWORTH PAVING		SILVER STAR CONST.		RUDY CONSTRUCTION		ALL ROADS PAVING	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT BID	AMOUNT	UNIT BID	AMOUNT	UNIT BID	AMOUNT	UNIT BID	AMOUNT	UNIT BID	AMOUNT
1	UNCLASSIFIED EXCAVATION	853.00	CY	\$ 6.20	5,288.60	25.00	21,325.00	49.30	42,052.90	22.00	18,766.00	26.84	22,894.52
2	UNCLASSIFIED BORROW	467.00	CY	\$ 7.11	3,320.37	30.00	14,010.00	69.85	32,619.95	42.00	19,614.00	33.74	15,756.58
3	AGGREGATE BASE, TYPE "A"	308.00	CY	\$ 42.16	12,985.28	62.00	19,096.00	122.90	37,853.20	121.00	37,268.00	91.91	28,308.28
4	STABILIZED SUBGRADE	30,516.00	SY	\$ 4.85	148,002.60	8.75	267,015.00	6.50	198,354.00	9.50	289,902.00	6.65	202,931.40
5	SHOULDER WORK WITH MILLINGS	1,120.00	LF	\$ 5.00	5,600.00	8.75	9,800.00	2.40	2,688.00	3.70	4,144.00	23.87	26,734.40
6	NT TACK MATERIAL	28,153.00	GAL	\$ 5.90	166,102.70	6.00	168,918.00	2.75	77,420.75	5.25	147,803.25	3.73	105,010.69
7	SUPERPAVE, TYPE S3 (PG 64-22 OK)	6,170.00	TON	\$ 118.00	728,060.00	123.00	758,910.00	101.25	624,712.50	148.00	913,160.00	116.12	716,460.40
8	SUPERPAVE, TYPE S4 (PG 70-28 OK)	1,212.00	TON	\$ 143.50	173,922.00	139.25	168,771.00	118.25	143,319.00	170.00	206,040.00	129.58	157,050.96
9	SUPERPAVE, TYPE S4 (PG 64-22 OK)	6,804.00	TON	\$ 113.20	770,212.80	131.00	891,324.00	108.50	738,234.00	155.00	1,054,620.00	118.83	808,519.32
10	SUPERPAVE, TYPE S3 (PATCH) (PG 64-22 OK)	754.00	TON	\$ 155.00	116,870.00	330.00	248,820.00	138.85	104,692.90	300.00	226,200.00	169.68	127,938.72
11	SUPERPAVE, TYPE S3 (RECYCLED) (PG 64-22 OK)	726.00	TON	\$ 58.00	42,108.00	112.50	81,675.00	141.90	103,019.40	127.00	92,202.36	123.86	89,922.36
12	SUPERPAVE, TYPE S4 (RECYCLED) (PG 64-22 OK)	1,427.00	TON	\$ 199.00	283,973.00	118.50	169,099.50	145.05	206,986.35	143.00	204,061.00	127.21	181,528.67
13	SUPERPAVE, TYPE S5 (PG 64-22 OK)	1,428.00	TON	\$ 205.00	292,740.00	136.50	194,922.00	120.40	171,931.20	165.00	235,620.00	139.94	199,834.32
14	COLD MILLING PAVEMENT	40,647.00	SY	\$ 7.98	324,363.06	5.00	203,235.00	6.05	245,914.35	3.15	128,038.05	2.84	107,308.08
15	6" DOWELL JOINTED PCC PAVEMENT	41.00	SY	\$ 31.89	1,307.49	85.00	3,485.00	238.50	9,778.50	150.00	6,150.00	77.51	3,177.91
16	1'-8" COMBINED CURB AND GUTTER (6" BARRIER)	123.00	LF	\$ 7.59	933.57	35.00	4,305.00	102.00	12,546.00	42.00	5,166.00	39.66	4,878.18
17	6" CONCRETE DRIVEWAY	9.00	SY	\$ 59.82	538.38	100.00	900.00	261.75	2,355.75	300.00	2,700.00	72.71	654.39
18	MANHOLES ADJUST TO GRADE	1.00	EA	\$ 775.62	775.62	750.00	750.00	2,150.00	2,150.00	900.00	900.00	1,173.00	1,173.00
19	VALVE BOXES ADJUST TO GRADE	1.00	EA	\$ 372.70	372.70	350.00	350.00	965.00	965.00	500.00	500.00	828.00	828.00
20	METER BOXES ADJUST TO GRADE	1.00	EA	\$ 647.48	647.48	500.00	500.00	965.00	965.00	500.00	500.00	1,173.00	1,173.00
21	18" R.C. PIPE CLASS III	20.00	LF	\$ 65.63	1,312.60	155.00	3,100.00	161.25	3,225.00	250.00	5,000.00	123.36	2,467.20
22	24" R.C. PIPE CLASS III	20.00	LF	\$ 65.98	1,319.60	175.00	3,500.00	190.00	3,800.00	300.00	3,000.00	145.44	2,908.80
23	18" PREFAB. CULVERT END SEC., ROUND	1.00	EA	\$ 2,504.57	2,504.57	1,600.00	1,600.00	1,612.00	1,612.00	3,000.00	3,000.00	1,639.44	1,639.44
24	24" PREFAB. CULVERT END SEC., ROUND	1.00	EA	\$ 2,859.24	2,859.24	1,700.00	1,700.00	2,150.00	2,150.00	3,500.00	3,500.00	1,836.78	1,836.78
25	REMOVAL OF CURB AND GUTTER	123.00	LF	\$ 6.40	787.20	15.00	1,845.00	26.05	3,204.15	20.00	2,460.00	12.42	1,527.66
26	REMOVAL OF CONCRETE PAVEMENT	41.00	SY	\$ 5.51	225.91	15.00	615.00	28.00	1,148.00	20.00	820.00	23.46	961.86
27	REMOVAL OF ASPHALT PAVEMENT	65,888.00	SY	\$ 3.99	262,893.12	8.15	536,987.20	4.35	286,612.80	5.00	329,440.00	4.64	305,720.32
28	REMOVAL OF PAVED DRIVEWAY	9.00	SY	\$ 13.07	117.63	15.00	135.00	73.20	658.80	100.00	900.00	12.42	111.78
29	REMOVAL OF EXISTING PIPE	39.00	LF	\$ 11.95	466.05	50.00	1,950.00	57.35	2,236.65	30.00	1,170.00	35.54	1,386.06
30	TRAFFIC STRIPE (PLASTIC) (4" WIDE)	4,915.00	LF	\$ 0.53	2,604.95	1.75	8,601.25	2.25	11,058.75	1.80	8,847.00	2.31	11,353.65
31	TRAFFIC STRIPE (PLASTIC) (24" WIDE)	10,180.00	LF	\$ 22.35	227,523.00	18.00	183,240.00	21.50	218,870.00	21.50	218,870.00	22.00	223,960.00
32	CONSTRUCTION TRAFFIC CONTROL (RESIDENTIAL 1 LN OF 2 LN)	55.00	EA	\$ 2,500.00	137,500.00	1,600.00	88,000.00	1,693.00	93,115.00	1,100.00	60,500.00	1,890.00	103,950.00
33	CONSTRUCTION STAKING LEVEL II (TYPICAL)	1.00	LS	\$ 5,500.00	5,500.00	9,275.00	9,275.00	11,286.70	11,286.70	25,000.00	25,000.00	4,200.00	4,200.00
TOTAL BASE BID					\$3,723,537.52		\$4,067,758.95		\$3,397,536.60		\$4,258,861.30		\$3,464,106.73

Craig H. Wallace - Smith Roberts Baldischwiler, LLC

Date

Project Manager



The City Of Midwest City Neighborhood Services Department

• Code Enforcement • Neighborhood Initiative
8726 SE 15th Street, Midwest City, OK 73110
(405) 739-1005

Date: February 28, 2023

To: Honorable Mayor and City Council

From: Mike S. Stroh, Neighborhood Services Director

Subject: Discussion, consideration and possible action including any amendments, of an update to a resolution declaring the structure(s) located at **1401 MOORE AVE** a dilapidated building(s) as defined in MCO 9-2 and abatement accordingly to the Municipal Code.

MCO 9-2 (g) defines a Dilapidated building as:

(A) a structure which through neglect or injury lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the general public;

(B) a structure which is unfit for human occupancy due to the lack of necessary repairs and is considered uninhabitable or is a hazard to the health, safety, and welfare of the general public;

(C) a structure which is determined by the municipal governing body or administrative officer of the municipal governing body to be an unsecured building, as defined by paragraph (k)(11) of this Section, more than three times within any twelve-month period;

(D) a structure which has been boarded and secured, as defined by paragraph (k)(11) of this Section, for more than six (6) consecutive months; or

(E) a structure declared by the municipal governing body to constitute a public nuisance; and

On 2/13/2023, Code Enforcement staff inspected the property, and found:

1. House sustained heavy fire damage on 12/01/2021.
2. Visually the property looks the same as it did on October 25, 2022.
3. Pictures from current week will be shown at meeting.
4. The property has sat this same way for over fourteen months.
5. Neighborhood Services is writing four citations a day for this property.
6. The Council has already given the owner over 90 days to remove the structures and clean up his property.

Staff would like to continue writing citations to the owner daily and if the property is not completely cleaned up by March 28, 2023 at 0800 then staff will have the lot cleaned

.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director

RESOLUTION NO. 2023-_____

A RESOLUTION DECLARING THE STRUCTURE LOCATED AT 1401 MOORE AVE. A DILAPIDATED BUILDING AS DEFINED BY SECTION 9-2 OF THE MUNICIPAL CODE; AND SETTING DATES TO DEMOLISH AND REMOVE THE STRUCTURE FROM THE SITE

WHEREAS, Section 9-2 of the Municipal Code establishes procedures for declaring and abating a public nuisance within the corporate limits of Midwest City; and

WHEREAS, the City Council of the City of Midwest City, after proper notice to the property owner, conducted a public hearing regarding the structure(s) located at **1401 MOORE AVE.** ; and

WHEREAS, during the hearing the City Council reviewed the information on the condition of the property; and

WHEREAS, the current owner of the property was notified of the hearing by posting pursuant to Section 9-2 of the Municipal Code;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA:

That the property located at **1401 MOORE AVE.** is a public nuisance for the neighborhood and community.

That the property owner must begin to demolish and remove the structure from the site located at **1401 MOORE AVE.** within 10 days of the date of this resolution and have the demolition completed within 30 days of the date of this resolution. If the property owner fails to demolish and remove the structure within 30 days of the date of this resolution, the City Council hereby directs the city manager to remove and abate the public nuisance and charge the abatement to the owner of the property.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma this ____ day of _____, 2023.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED: as to form and legality this ____ day of _____, 2023.

DON MAISCH, City Attorney



14-Feb-2023 10:19:4



City Attorney, Donald D. Maisch

100 N. Midwest Boulevard
Midwest City, OK 73110
DMaisch@midwestcityok.org
Office: 405.739.1203
www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: February 28, 2023

RE: Discussion, consideration, and possible action of entering into a franchise agreement with Bluepeak for a period of 10 years with a renewal option of an additional one (1) ten-year term.

In September of 2022, Bluepeak approached the City of Midwest City requesting a franchise agreement with the City for the installation of fiber optic cable service. Negotiations were commenced and resulted in the included draft franchise agreement. This franchise agreement is very similar to the franchise agreements reached with AT&T and Cox Communications for cable service, which calls for the City to receive 5% of the monies received by subscribers to the service. This will provide competition for fiber optic cable service to the residents of the City of Midwest City.

Additionally, Bluepeak has agreed to provide six (6) sites owned by the City of Midwest City for fiber optic cable service as no charge. Bluepeak intends to begin construction on the fiber optic cable service in Midwest City in 2024.

Pursuant to AG Opinion 2002 OK AG 21, the need for a vote of the electors of the City of Midwest City as stated in Article AVIII, Section 5 (a) has been preempted by federal law at Title 47 of the United States Code, Sections 541, 546 and 556. Therefore, the City Council can approve and execute the franchise agreement.

Respectfully submitted,

Donald D. Maisch
City Attorney

FRANCHISE AGREEMENT

This Franchise Agreement (“Agreement”) is made and entered into this 28th day of February, 2023, by and between Clarity Telecom, LLC (d/b/a Bluepeak Fiber) (“Bluepeak”) and with the City of Midwest City (“City”), collectively referred to as “Parties” as follows:

WHEREAS, the City’s role as manager of public rights-of-way and easements and as a regulator of cable service requires it to maintain a fair and level playing field for all such service providers; and

WHEREAS, City and Bluepeak have determined that it is in the best interest of all parties, including the citizens of City, that Bluepeak be granted the right to construct and operate a cable system to provide cable services within the City; and

WHEREAS, the City Council The City of Midwest City has relied on Bluepeak’s representations and has considered all information presented to it by Bluepeak, by City staff, and the public, and has determined that Bluepeak has the technical, legal and financial ability to construct and operate a cable system and to provide cable services; and

WHEREAS, based upon such representations, the City Council of The City of Midwest City has determined that it would be in the best interests of the City to grant Bluepeak a non-exclusive permit to construct, install, maintain and operate a cable system in the City, subject to the terms and conditions set forth herein and applicable federal, state, and municipal statutes, regulations and ordinances, is consistent with the public interest.

NOW, THEREFORE, PURSUANT TO AN AGREEMENT OF THE PARTIES, THE FOLLOWING FRANCHISE AGREEMENT IS HEREBY ENTERED INTO:

SECTION 1: Definition of Terms

For the purpose of this Agreement, the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

(A) “Affiliate” means an entity which owns or controls, is owned or controlled by, or is under common ownership or control with Bluepeak.

(B) “Basic Cable” means the tier of Cable Service regularly provided to all Subscribers that includes the retransmission of local broadcast television signals.

(C) “Bluepeak” means Clarity Telecom, LLC (D/B/A Bluepeak Fiber), or the lawful successor, transferee, or assignee thereof.

(D) “Cable Service” means (i) the one-way transmission to Subscribers of Video Programming or other programming service, and (ii) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

(E) “Cable System” means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment or other equipment that is designed to provide Cable Service or other service to Subscribers. Bluepeak’s cable system will be a fiber to the home/business network within the City utilizing the latest GPON/XGS PON infrastructure. Services available over the Cable System will include an Internet Protocol video service that includes the channels and programs commonly offered in the video marketplace in the City, as well as an integrated over-the-top (OTT) marketplace providing consumers access to content from providers like Netflix, Amazon Prime, Hulu, HBO max, etc. In addition, the Cable System will be capable of delivering high speed, symmetrical, bi- directional Internet to residential customers ranging from 1 to 2 Gbps and upwards of 10 Gbps for business customers.

(F) “City” means the City of Midwest City, Oklahoma, a municipal corporation.

(G) “FCC” means Federal Communications Commission, or successor governmental entity thereto.

(H) “Permit” means the initial authorization, or renewal thereof, issued by the City, regardless of whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, or otherwise, which authorizes construction and operation of the Cable System for the purpose of offering Cable Service or other service to Subscribers.

(I) “Person” means an individual, partnership, association, joint stock company, trust corporation, or governmental entity.

(J) “Public Way” means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by City in the Service Area which shall entitle City and Bluepeak to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. “Public Way” also means any easement now or hereafter held by City within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle City and Bluepeak to the use thereof for the purposes of installing or transmitting Bluepeak’s Cable Service or other service over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System.

(K) “Service Area” means the present municipal boundaries of the City and all areas annexed into the City in the future.

(L) “Subscriber” means a user of the Cable System who lawfully receives Cable Service with Bluepeak’s express permission.

(M) “Video Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Permit

2.1 **Grant.** City hereby grants to Bluepeak a nonexclusive Permit authorizing Bluepeak to construct and operate a Cable System and offer Cable Service and other service in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. Nothing in this Permit shall be construed to prohibit Bluepeak from offering any service over its Cable System that is not prohibited by applicable law.

2.2 **Term.** The Permit granted pursuant to this Agreement shall be for a term of ten (10) years from the passed and adopted date of the Permit unless otherwise lawfully terminated in accordance with the terms of this Agreement. This Agreement may be renewed for up to an additional one (1) ten-year term.

2.3 **Acceptance.** Bluepeak shall accept the Permit granted pursuant hereto by signing this Agreement and filing same with the City Clerk within sixty (60) days after the passage and final adoption of this Agreement.

2.4 **Favored Nations.** In the event City enters into or has entered into a Permit of any kind with any Person other than Bluepeak to enter into the Public Ways for the purpose of constructing or operating a Cable System or providing Cable Service or video service to any part of the Service Area, the material provisions thereof shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

If another provider of Cable Services, video services or other television services utilizing any system or technology requiring use of the Public Way in the Service Area, is lawfully authorized by any governmental entity or otherwise exempt from obtaining a permit as provided for in this Agreement in order to provide such services, City hereby agrees that, upon a request from Bluepeak, as a matter of law, Bluepeak's Permit will be modified within thirty (30) days of the granting of such authorization or exemption for the purpose of establishing the same terms and conditions as such person(s) on a competitively neutral basis. Except as specifically provided in this paragraph, neither City nor Bluepeak shall be permitted to take any unilateral action that materially changes the explicit mutual promises and covenants contained in this Permit, and any changes, modifications or amendments to this Permit must be made in writing, signed by City and Bluepeak.

2.5 **Change of Law.** In the event the federal, state or local law, rules or regulations are amended, modified or created that have the effect of modifying the terms and conditions of this Permit during the Term or any extension thereof, Bluepeak has the sole option to terminate this Permit upon ninety (90) days' notice to City. Nothing in this Permit shall impair the right of Bluepeak to terminate this Permit and, at Bluepeak's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity (such as the State of Oklahoma). To the extent that Bluepeak obtains an authorization to

operate a network and serve customers under applicable laws in lieu of this Agreement, Bluepeak shall have the right to terminate this Permit upon 90 days prior written notice to City.

2.6 **Renewal of Agreement.** Prior to the end of the initial Agreement term and all renewal terms as specified in Paragraph 2.2 above, City and Bluepeak agree to enter into good faith negotiations regarding the renewal, modification, and/or extension of this Agreement.

SECTION 3: Standards of Service

3.1 **Conditions of Street Occupancy.** All transmission and distribution structures, poles, other lines, and equipment installed or erected by Bluepeak pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways. Bluepeak shall comply with all right-of-way and easement management ordinances and/or regulations enacted by City, including such ordinances and/or regulations enacted after the effective date of this Permit.

3.2 **Restoration of Public Ways.** If during the course of Bluepeak's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by Bluepeak, it shall, at its expense, replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance. Bluepeak shall give the City a minimum of thirty (30) days-notice, in writing, prior to commencing a disturbance of any Public Ways.

3.3 **Relocation at Request of Permitting Authority.** Upon its receipt of reasonable advance notice, Bluepeak shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of Bluepeak when lawfully required by City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by; City; but, Bluepeak shall in all cases have the right of abandonment of its property. If public funds are available to any company using such street, easement, or right of way for the purpose of defraying the cost of any of the foregoing, such funds shall also be made available to Bluepeak.

3.4 **Relocation at Request of Third Party.** Bluepeak shall, on the request of any Person holding a building or other structure moving permit issued by City, temporarily raise or lower its wires to permit the moving of such building or other structure, provided: (a) the expense of such temporary raising or lowering of wires is paid by such Person, including, if required by Bluepeak, making such payment in advance; and (b) Bluepeak is given not fewer than ten (10) business days' advance written notice to arrange for such temporary wire changes.

3.5 **Trimming of Trees and Shrubbery.** Bluepeak shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Service Area so as to prevent branches from coming in contact with Bluepeak wires, cables, or other equipment. Bluepeak shall reasonably compensate City or property owner for any damages caused by such trimming, for any trees or other natural growth located in a public right-of-way.

3.6 **Safety Requirements.** Construction, installation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable FCC or other federal, state, and local regulations. The Cable System shall not unreasonably endanger or interfere with the safety of persons or property in the Service Area.

3.7 **Aerial and Underground Construction.** In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, Bluepeak likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground; provided that such facilities are actually capable of receiving Bluepeak's cable and other equipment without technical degradation of the Cable System's signal quality. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are both aerial and underground, Bluepeak shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing contained in this paragraph shall require Bluepeak to construct, operate, and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment. Notwithstanding anything to the contrary contained in this paragraph, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this Agreement, Bluepeak shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground.

3.8 **Subscriber Charges for Extensions of Service.** No Subscriber shall be refused service arbitrarily. If such residence is located within 125 feet of Bluepeak's feeder cable, the Cable Service will be provided at Bluepeak's published rate for standard installations. However, if the subscriber is located in an area where there would not be least 40 residences per linear strand mile of cable as measured from Bluepeak's closest commercially reasonable tie-in point that is actively delivering Cable Service as of the date of such request for service, or if such residence is located farther than 125 feet from Bluepeak's nearest feeder cable, then Bluepeak shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to pay the capital costs of extending the Cable System. Bluepeak may require that such Subscribers pay the capital contribution for construction in advance. Subscribers also shall be responsible for any standard/non-standard installation charges to extend the Cable System from the tap to the residence. Cable Service offered to Subscribers pursuant to this Article shall be conditioned upon Bluepeak having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided. Nothing herein shall be construed to limit Bluepeak's ability to offer or provide bulk rate discounts or promotions.

3.9 **Pole Attachments.** Utility poles owned by City or an affiliated entity shall be available for use by Bluepeak. Bluepeak shall pay City the maximum cable services pole rental rate as determined by the rules of the FCC for the use of poles owned by City or its affiliate, but not to exceed the amount paid by any other Cable Service provider attaching to such poles pursuant to a current and effective pole agreement.

SECTION 4: Regulation by Permitting Authority

4.1 **Permit Fee.** During the term of this Permit, Bluepeak shall pay to City a fee equal to five percent (5%) of the gross revenues that Bluepeak and its affiliates collected from each subscriber to Bluepeak's Cable Services, and five percent (5%) of the portion of gross revenues from advertising which are defined below the fee ("Permit Fee"). The Permit Fee may be identified and passed through on any subscriber bill by Bluepeak, and all such fees collected will be forwarded to City quarterly and shall be due forty-five (45) days after the end of each calendar quarter.

(A) For purposes of this Permit, gross revenues are limited to the following:

- (1) recurring charges for Cable Services;
- (2) event-based charges for Cable Services, including but not limited to pay-per-view and video-on-demand charges;
- (3) rental of set top boxes and other Cable Services equipment;
- (4) service charges related to the provision of Cable Services, including, but not limited to, activation, installation, and repair;
- (5) administrative charges related to the provision of Cable Services, including, but not limited to, service order and service termination charges; and
- (6) amounts billed to Cable Services subscribers to recover the Permit Fee authorized by this section.

(B) For purposes of this Permit, gross revenues do not include:

- (1) uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected, less expenses of collection, shall be included in gross revenues in the period collected;
- (2) late payment fees;
- (3) revenues from contracts for in-home maintenance service unless they relate solely to maintenance on equipment used only for the provisioning of Cable Services and not for the provisioning of any other service provided by Bluepeak or its affiliates;
- (4) amounts billed to Cable Services subscribers to recover taxes, fees or surcharges imposed upon Cable Services subscribers in connection with the provision of Cable Services, other than the Permit Fee authorized by this section;
- (5) revenue from the sale of capital assets or surplus equipment; or

(6) charges, other than those described in subsection (A), that are aggregated or bundled with amounts billed to Cable Services subscribers.

(C) Gross revenues which are subject to the Permit Fee paid by Bluepeak additionally include a pro rata portion of all revenue collected by Bluepeak pursuant to compensation arrangements for advertising (less any commissions Bluepeak receives from any third parties for advertising) and home-shopping sales derived from the operation of Bluepeak's Cable System within the Service Area. Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts the Company may make to advertisers) shall not be deducted from advertising revenue included in gross revenue. The allocation of advertising and home-shopping revenue referred to above shall be based on the number of subscribers in City divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.

(D) Bundling discounts shall be apportioned fairly among video and other services. Bluepeak shall not apportion revenue in such a manner as to avoid the Permit Fee.

(E) The Permit Fee shall not apply to Internet access or Internet-based telephone services offered by Bluepeak. If the FCC or any other federal or state governmental authority with jurisdiction to do so authorizes the collection of such a fee during the term of this Permit, then Bluepeak shall, upon reasonable notice of the imposition of such a fee by City that applies equally to all Internet access or Internet-based telephone service providers within the Service Area, commence remittance of a fee in the amount of not more than five percent (5%) of the gross revenues collected from the sale of such Internet access or Internet-based telephone services during the remaining term of this Permit; provided that City and Bluepeak agree to the specific amount in an amendment to this Agreement. *This exclusion shall not apply to the payment of statutory "911" fees; such fees shall be collected and remitted by Bluepeak beginning the effective date of this Permit as required by applicable law.*

(F) In the event that any other video services provider, including but not limited to a cable operator or open video service provider, enters into any agreement or makes any arrangement with City during the term of this Permit whereby it is required or allowed to pay a fee to City that is similar to the Permit Fee described herein, this Permit shall be amended to allow Bluepeak to substitute the definition of "gross revenue" set forth in that agreement or arrangement for the definition of "gross revenue" set forth in this Permit immediately upon request of Bluepeak.

Bluepeak and City agree that the Permit Fee shall be in lieu of all other concessions, charges, excises, franchise, license, privilege, permit fees, taxes, or assessments except sales taxes, personal or real property taxes, and act valorem taxes.

4.2 **Rates and Charges.** City may not regulate the rates for the provision of Cable Service or other service, including, but not limited to, ancillary charges relating thereto, except as expressly provided herein and except as may be authorized pursuant to federal and state law. From time to time, and at any time, Bluepeak has the right to modify its rates and charges, at its discretion and without consent of City, including, but not limited to, the implementation of additional charges and rates; provided, however, that Bluepeak shall give notice to City of any such modifications or additional charges thirty (30) days prior to the effective date thereof.

4.3 **Conditions of Sale.** Except to the extent expressly required by federal or state law, if a renewal or extension of the Permit is denied or the Permit is lawfully terminated, and City either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at a fair market value, determined on the basis of the Cable System valued as a going concern.

Bluepeak and City agree that in the case of a lawful revocation of the Permit, at Bluepeak's request, which shall be made in its sole discretion, Bluepeak shall be given a reasonable opportunity to effectuate a transfer of its Cable System to a qualified third party. City further agrees that during such a period of time, it shall authorize Bluepeak to continue to operate pursuant to the terms of its prior Permit; however, in no event shall such authorization exceed a period of time greater than six (6) months from the effective date of such revocation. If, at the end of that time, Bluepeak is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to City, Bluepeak and City may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that City's continued operation of its Cable System during the six (6)-month period shall not be deemed to be a waiver, nor an extinguishment of; any rights of either City or Bluepeak. Notwithstanding anything to the contrary set forth in this paragraph, neither City nor Bluepeak shall be required to violate federal or state law.

4.4 **Transfer of Permit.** All of the rights and privileges and all of the obligations, duties and liabilities created by this Permit shall pass to and be binding upon the successors of City and the successors and assigns of Bluepeak and the same shall not be assigned or transferred without the written approval of the City Council, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that this Section shall not prevent the assignment or hypothecation of the Permit by Bluepeak as security for debt without such approval; and provided further that transfers or assignments of this Permit between any parent and subsidiary corporation or between entities of which at least fifty percent (50%) of the beneficial ownership is held by the same person, persons, or entities which are controlled or managed by the same person, persons, or entities, shall be permitted without the prior approval of City ("intracompany transfers"). Bluepeak shall notify City in writing within thirty (30) days of the closing of such intracompany transfer.

SECTION 5: Compliance and Monitoring

5.1 **Books and Records.** Bluepeak agrees that City may review such of Bluepeak's books and records, during normal business hours and on a nondisruptive basis, as are reasonably necessary to monitor compliance with the financial terms hereof. Such records include, but are not limited to, any public records required to be kept by Bluepeak pursuant to the rules and regulations of the FCC. Notwithstanding anything to the contrary set forth herein, Bluepeak shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. City agrees to treat any information disclosed to it by Bluepeak as confidential, to the extent not prohibited by law, and to disclose it only to employees, representatives, and agents of City that have a need to know, or in order to enforce the provisions hereof.

SECTION 6: Insurance, Indemnification, and Bonds or Other Surety

6.1 **Insurance Requirements.** Bluepeak shall maintain in full force and effect during the term of the Permit, at its own cost and expense, Comprehensive General Liability Insurance in the amount of at least \$1,000,000. Such insurance shall designate City as an additional insured to the liability limits imposed by the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, *et seq.*

6.2 **Indemnification.** Bluepeak agrees to indemnify, save and hold harmless, and defend City, its officers, boards and employees, from and against any liability for damages and for any liability or claims, in each case resulting from property damage or bodily injury (including accidental death) which arise out of Bluepeak's construction, operation or maintenance of its Cable System, including, but not limited to, reasonable attorneys' fees and costs.

6.3 **Bonds and other Surety.** Except as expressly provided herein, Bluepeak shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Permit or continuing its existence. City acknowledges that the legal, financial, and technical qualifications of Bluepeak are sufficient to afford compliance with the terms of the Permit and the enforcement thereof. Bluepeak and City recognize that the costs associated with bonds and other surety may ultimately be borne by the Subscribers in the form of increased rates for Cable Service or other service. In order to minimize such costs, City agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefor. City agrees that in no event, however, shall it require a bond or other related surety in an aggregate amount greater than \$100,000 conditioned upon the substantial performance of the material terms, covenants, and conditions of the Permit. Initially, no bond or other surety shall be required. In the event that one is required in the future, City agrees to give Bluepeak at least sixty (60) days' prior written notice thereof stating the exact reason for the requirement. Such reason must demonstrate a change in Bluepeak's legal, financial, or technical qualifications which would materially prohibit or impair its ability to comply with the terms of the Permit or afford compliance therewith.

SECTION 7: Internet Access Service for Public Buildings; Emergency Alert

7.1 **Internet Access for Public Buildings.** In lieu of any public, educational or governmental video channels (PEG channels), during the term of this Permit, Bluepeak shall provide to City, at no charge, its fiber-based, bi-directional, symmetrical Internet service with speeds of up to 1 Gbps x 1 Gbps upload to six (6) municipal public locations designated by the City in writing to Bluepeak (the "Public Building Service"). Installation costs and equipment charges relating to the Public Building Service shall be paid by Bluepeak up to a maximum of \$25,000 per location. The Public Building Service shall be used solely for Internet access and not for any business or commercial use, any emergency system use, or any mission critical use. Accordingly, while Bluepeak shall use commercially reasonable efforts to ensure that the Public Building Service is available 24 hours per day, 7 days per week, consistent with its own network availability, Bluepeak shall have no liability whatsoever to the City or otherwise under this Permit for any failure or unavailability of the Public Building Service. Buildout and availability of the Public Building Service shall occur concurrently with Bluepeak's planned buildout of the Cable System, but in any event as quickly as commercially practicable once the Cable System has been constructed in the immediate vicinity of such locations.

7.2 **Emergency Alert.** Bluepeak shall comply with the federal Emergency Alert System regulations (47 C.F.R. Part 11).

SECTION 8: Miscellaneous Provisions

8.1 **Preemption.** If the FCC or any other federal or state body or agency shall now or hereafter exercise any paramount jurisdiction over the subject matter of the Permit, then, to the extent such jurisdiction shall preempt and supersede or preclude the exercise of the like jurisdiction by City, the jurisdiction of City shall cease and no longer exist.

8.2 **Employment Requirements.** Bluepeak shall afford equal opportunity in employment to all qualified persons. No person shall be discriminated against in employment because of race, color, sex, religion, gender, national origin, age, familial status or disability. Bluepeak shall maintain and carry out a continuing program of specific practices designed to assure equal opportunity in every aspect of its employment policies and practices.

8.3 **Notice.** Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Agreement shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, or by nationally or internationally recognized courier service (such as Federal Express). If questioned, the party sending a notice shall have the burden to prove receipt or rejection. Rejected notices shall be deemed delivered. The parties may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this section.

To City: City Clerk
City of Midwest City
100 N. Midwest Blvd.
Midwest City, OK 73110

To Bluepeak: Bluepeak Fiber
4600 S. Ulster Street, Suite #1300
Denver, CO 80237
Attn: Legal Notices

Copy to: Bluepeak Fiber
4600 S. Ulster Street, Suite #1300
Denver, CO 80237
Attn: Legal Department

8.4 **Descriptive Headings.** The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.5 **Severability.** If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have

no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Permit or any renewal or renewals thereof.

8.6 **Force Majeure.** Bluepeak shall not be held in default under, or in noncompliance with, the provisions of the Permit, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of Bluepeak to control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Bluepeak's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

8.7 **Choice of Law.** This Agreement shall be construed using the laws of the State of Oklahoma. Any action filed concerning this Agreement shall be filed either in the District Court for Oklahoma County or in the United States Federal District Court for the Western District of Oklahoma.

8.8 **Amendment.** This Agreement may be amended by mutual agreement of the Parties, in writing, and signed by each Party.

PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIDWEST CITY THIS _____ DAY OF _____, 2023.

By: _____
Title: Mayor

ATTEST:

By: _____, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS _____ DAY OF _____,
2023.

By: _____
Title: City Attorney

ACCEPTANCE BY PERMIT HOLDER

Accepted this _____ day of _____, 2023, subject to applicable federal, state and local law.

CLARITY TELECOM, LLC (D/B/A BLUEPEAK FIBER)

By: _____

Name: _____

Title: _____

17202022.04 – 6/21/2022



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSIONS





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

MEMORANDUM

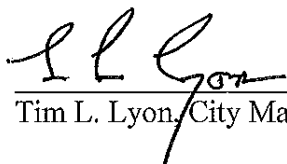
TO: Honorable Mayor and City Council

FROM: Tim Lyon, City Manager

DATE: February 28, 2023

SUBJECT: Discussion, consideration, and possible action to 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 of 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 regarding Opioid litigation and PFAS potential litigation; and 2) authorizing the City Manager to take action as appropriate based on discussion.

Appropriate information will be dispersed during executive session.



Tim L. Lyon, City Manager



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

MEMORANDUM

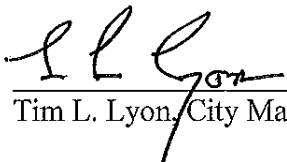
TO: Honorable Mayor and City Council

FROM: Sara Bana, Ward 5 Councilmember

DATE: February 28, 2023

SUBJECT: Request by Sara Bana, Ward 5 Councilmember, for discussion, consideration, possible action to 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 of 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 concerning investigation conducted by outside counsel regarding the September 27, 2022 and the December 13, 2022 Midwest City Council meetings; and 2) authorizing the City Manager to take action as appropriate based on discussion.

Appropriate information will be provided during executive session.



Tim L. Lyon, City Manager



FURTHER INFORMATION





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

TO: Honorable Mayor and City Council
FROM: Tiatia Cromar, Finance Director/ City Treasurer
DATE: February 28, 2023
SUBJECT: Review of the City Manager's Report for the month of January 2023.

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

Risk Management (202) decreased because of the payments for:	
Liability lawsuits	<\$369,494>
2018 Election G. O. Bond (270) decreased due to the payments for:	
Capital Outlay	<\$246,983>
2022 Issue G.O. Bond (272) decreased because of the payments for:	
Capital Outlay	<\$836,362>
G.O. Debt Services (350) increased due to receipts of:	
Ad Valorem Taxes	\$2,228,493
MWC Hospital Authority (425) activities for January:	
Compounded Principal (9010) - unrealized gain on investment	\$3,623,013
Discretionary (9050) - unrealized gain on investment	\$1,534,529

Tiatia Cromar

Tiatia Cromar
Finance Director/ City Treasurer

City of Midwest City
Financial Summary by Fund
for Period Ending January, 2023

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2022 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	6,232,398	(28,106)	6,202,732	1,954,446	(1,952,886)	1,560	6,204,292
10	GENERAL	14,574,177	(158,586)	13,381,189	27,120,344	(26,085,942)	1,034,402	14,415,591
11	CAPITAL OUTLAY RESERVE	736,360	-	730,854	5,507	-	5,507	736,360
13	STREET AND ALLEY FUND	1,766,242	-	1,545,784	326,356	(105,898)	220,458	1,766,242
14	TECHNOLOGY FUND	660,697	-	608,488	193,788	(141,580)	52,209	660,697
15	STREET LIGHT FEE	1,255,713	-	1,410,644	355,222	(510,153)	(154,931)	1,255,713
16	REIMBURSED PROJECTS	1,419,489	-	1,218,188	617,617	(416,316)	201,302	1,419,489
20	MWC POLICE DEPARTMENT	11,793,547	(4,092)	10,821,631	11,513,302	(10,545,477)	967,825	11,789,456
21	POLICE CAPITALIZATION	1,604,482	-	1,171,789	955,333	(522,640)	432,693	1,604,482
25	JUVENILE FUND	81,329	-	75,439	26,856	(20,966)	5,890	81,329
30	POLICE STATE SEIZURES	108,629	-	101,472	9,196	(2,039)	7,157	108,629
31	SPECIAL POLICE PROJECTS	81,833	-	84,349	4,698	(7,214)	(2,516)	81,833
33	POLICE FEDERAL PROJECTS	44,022	-	45,893	130	(2,000)	(1,870)	44,022
34	POLICE LAB FEE FUND	25,273	-	30,303	200	(5,230)	(5,029)	25,273
35	EMPLOYEE ACTIVITY FUND	17,163	(5)	16,725	13,999	(13,566)	433	17,158
36	JAIL	218,966	-	209,742	49,883	(40,660)	9,224	218,966
37	POLICE IMPOUND FEE	122,528	-	111,802	23,231	(12,504)	10,726	122,528
40	MWC FIRE DEPARTMENT	8,345,756	(4)	7,340,176	8,922,790	(7,917,214)	1,005,577	8,345,752
41	FIRE CAPITALIZATION	2,066,217	-	1,767,754	402,160	(103,698)	298,462	2,066,217
45	MWC WELCOME CENTER	420,226	-	341,538	126,783	(48,094)	78,688	420,226
46	CONV / VISITORS BUREAU	502,285	-	388,480	248,650	(134,845)	113,805	502,285
60	CAPITAL DRAINAGE IMP	425,489	-	509,632	278,388	(362,531)	(84,143)	425,489
61	STORM WATER QUALITY	1,371,856	-	1,291,987	489,291	(409,422)	79,869	1,371,856
65	STREET TAX FUND	2,301,983	-	2,104,415	354,349	(156,781)	197,568	2,301,983
70	EMERGENCY OPER FUND	1,251,540	-	1,103,988	505,380	(357,827)	147,553	1,251,540
75	PUBLIC WORKS ADMIN	930,221	-	862,661	774,622	(707,062)	67,560	930,221
80	INTERSERVICE FUND	679,820	-	732,643	1,621,348	(1,674,172)	(52,824)	679,820
81	SURPLUS PROPERTY	661,923	(536,458)	121,392	36,069	(31,997)	4,073	125,465
115	ACTIVITY FUND	399,063	(368)	420,799	122,143	(144,247)	(22,104)	398,695
123	PARK & RECREATION	2,064,097	(150)	1,890,199	438,910	(265,161)	173,748	2,063,947
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	493,601	(493,601)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	186,252	(1,777)	193,333	11,123	(19,981)	(8,857)	184,475
143	GRANT FUNDS	105,312	(45,312)	60,000	1,360,648	(1,360,648)	-	60,000

City of Midwest City
Financial Summary by Fund
for Period Ending January, 2023
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2022 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	3,088,619	-	3,046,637	722,915	(680,933)	41,982	3,088,619
172	CAP. WATER IMP-WALKER	2,383,810	-	2,126,130	329,414	(71,734)	257,680	2,383,810
178	CONST LOAN PAYMENT REV	4,351,345	(25,605)	3,829,887	516,415	(20,562)	495,853	4,325,740
184	SEWER BACKUP FUND	77,727	-	78,442	585	(1,300)	(715)	77,727
186	SEWER CONSTRUCTION	7,365,528	-	6,333,540	904,608	127,380	1,031,988	7,365,528
187	UTILITY SERVICES	737,376	(924)	569,162	768,357	(601,066)	167,291	736,452
188	CAP. SEWER IMP.-STROTH	1,774,456	-	1,492,855	477,031	(195,430)	281,601	1,774,456
189	UTILITIES CAPITAL OUTLAY	2,634,387	(109,140)	2,370,728	252,495	(97,976)	154,519	2,525,247
190	MWC SANITATION DEPARTMENT	6,002,653	-	5,697,494	4,862,661	(4,557,501)	305,160	6,002,653
191	MWC WATER DEPARTMENT	4,774,326	-	4,186,677	4,822,164	(4,234,516)	587,649	4,774,326
192	MWC SEWER DEPARTMENT	5,024,464	(399)	4,288,741	4,927,464	(4,192,139)	735,325	5,024,065
193	MWC UTILITIES AUTHORITY	1,019,300	-	1,012,225	7,663	(588)	7,075	1,019,300
194	DOWNTOWN REDEVELOPMENT	581,431	(5,045)	572,042	4,344	-	4,344	576,386
195	HOTEL/CONFERENCE CENTER	435,055	(1,116,105)	(593,157)	2,093,814	(2,181,707)	(87,893)	(681,050)
196	HOTEL 4% FF&E	710,605	(28,462)	633,934	608,156	(559,947)	48,209	682,143
197	JOHN CONRAD REGIONAL GOLF	691,057	(288,506)	(11,052)	1,224,844	(811,240)	413,604	402,551
201	URBAN RENEWAL AUTHORITY	49,078	-	48,711	367	-	367	49,078
202	RISK MANAGEMENT	432,601	(37)	1,105,412	582,607	(1,255,455)	(672,848)	432,565
204	WORKERS COMP	3,963,624	-	3,922,674	475,517	(434,567)	40,950	3,963,624
220	ANIMALS BEST FRIEND	94,914	-	78,729	45,172	(28,987)	16,185	94,914
225	HOTEL MOTEL FUND	-	-	-	412,219	(412,219)	-	-
230	CUSTOMER DEPOSITS	1,542,531	(1,542,531)	-	11,644	(11,644)	-	-
235	MUNICIPAL COURT	88,394	(88,394)	-	658	(658)	-	-
240	L & H BENEFITS	2,521,420	(61,865)	2,593,797	5,678,513	(5,812,755)	(134,242)	2,459,555
250	CAPITAL IMP REV BOND	4,470,477	(42,395,506)	(40,455,318)	9,800,945	(7,270,656)	2,530,289	(37,925,029)
269	2002 G.O. STREET BOND	264,185	-	281,459	1,986	(19,260)	(17,274)	264,185
270	2018 ELECTION G.O. BOND	9,696,802	(312,455)	12,820,735	103,987	(3,540,375)	(3,436,388)	9,384,347
271	2018 G.O. BONDS PROPRIETARY	678,711	(114,580)	1,710,655	6,748	(1,153,272)	(1,146,524)	564,131
272	2022 ISSUE G.O. BOND	4,161,263	(53,972)	5,580,752	37,582	(1,511,043)	(1,473,461)	4,107,291
310	DISASTER RELIEF	12,652,684	(195,144)	11,223,265	1,447,677	(213,403)	1,234,275	12,457,540
340	REVENUE BOND SINKING FUND	-	-	-	4,272,462	(4,272,462)	-	-
350	G. O. DEBT SERVICES	5,440,253	(14,576)	2,746,704	3,398,845	(719,872)	2,678,973	5,425,678
352	SOONER ROSE TIF	1,143,919	-	867,568	662,220	(385,870)	276,350	1,143,919
353	ECONOMIC DEV AUTHORITY	54,851,223	(49,291,759)	4,866,817	1,000,936	(308,290)	692,647	5,559,463
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	106,205,750	(24,567)	103,095,471	5,526,903	(2,441,190)	3,085,713	106,181,184
425-9050	MWC HOSP AUTH-DISCRETIONARY	20,255,440	(10,645)	17,187,434	3,623,354	(565,993)	3,057,361	20,244,795
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	10,947,163	-	10,081,716	1,005,115	(139,667)	865,448	10,947,164
425-9080	MWC HOSP AUTH GRANTS	651,183	-	135,671	515,512	-	515,512	651,183
	TOTAL	344,224,675	(96,455,074)	230,428,584	120,490,267	(103,149,247)	17,341,020	247,769,603



City Managers Office
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1205

TO: Honorable Mayor and Council

FROM: Ryan Rushing, Director of Operations

DATE: February 28, 2023

SUBJECT: Review of the Amnesty Program for outstanding Municipal Warrants issued by the City of Midwest City, that are two (2) years old or more, program to start on March 1, 2023 and end on April 30, 2023. (R. Rushing – Director of Operations)

The Midwest City Municipal Court currently has over 12,000 outstanding municipal warrants. To reduce the number of these warrants, the Court will begin an “amnesty program” on March 1, 2023 and run through the end of April 2023. The details of this program are as follows:

- Warrants that are at least two (2) years old are eligible for the program.
- The amount of the warrant will be cut in half, but payment in full is required.
- The program runs from March 1, 2023 through April 30, 2023.

The Court’s goal is to reduce the number of outstanding warrants, fines and costs. By implementing this program, the Court hopes to encourage individuals with outstanding warrants to come forward and resolve their legal issues. All inquirers to this program can call the court at (405) 739-1280.

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

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

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

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

Commissioners absent: Dee Collins
 Dean Hinton

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

A. CALL TO ORDER

The meeting was called to order by Chairperson R. Smith at 6:00 p.m.

B. MINUTES

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

C. NEW MATTERS

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

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

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

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

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

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

A motion was made by Chairperson R. Smith, seconded by Jess Huskey to recommend Approval of this item.

Voting aye: Huskey, R. Smith, Dawkins, J. Smith and Campbell

Nay: None. Motion: Carried.

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

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

The applicant, Tom Strahorn, of 1301 Pine Ridge, was present.

The applicant, John Strahorn, of 16427 SW 23rd St OKC, was present.

The applicants gave detailed information on the processing and monitoring of this Medical Marijuana Processor Grower.

There were concerns on the gasses/odor but that was all explained.

A motion was made by Chairperson R. Smith, seconded by Rick Dawkins to recommend Approval of this item.

Voting aye: Huskey, R. Smith, Dawkins, J. Smith and, Campbell

Nay: None. Motion - Carried.

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

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

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

The applicant, Tim Johnson, of Johnson & Assoc. was present.

Gave a detailed plan of the detention and trails/easements of the Apartments.

A motion was made by Chairperson R. Smith, seconded by Jess Huskey to recommend Approval of this item, subject to the submission of the missing items.

Voting aye: Huskey, R. Smith, Dawkins, J. Smith and, Campbell

Nay: None. Motion - Carried.

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

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

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

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

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

A motion was made by Chairperson R. Smith, seconded by R. Dawkins to recommend Approval of this item.

Voting aye: Huskey, R. Smith, Dawkins, J. Smith and, Campbell

Nay: None. Motion - Carried.

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

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

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

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

A motion was made by Chairperson R. Smith, seconded by R. Dawkins to recommend Approval of this item.

Voting aye: Huskey, R. Smith, Dawkins, J. Smith and, Campbell

Nay: None. Motion - Carried.

D. COMMISSION DISCUSSION:

E. PUBLIC DISCUSSION:

F. FURTHER INFORMATION:

No Planning Commission Meeting on January 4th 2023

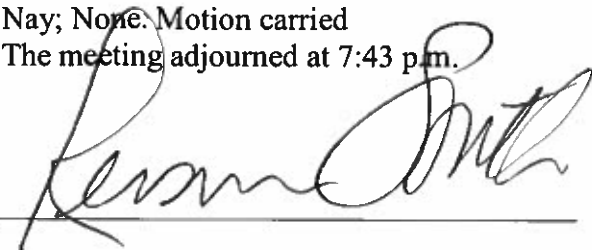
G. ADJOURNMENT:

A motion to adjourn was made by Dawkins, Seconded by Huskey.

Voting aye: Huskey, R. Smith, Dawkins, J. Smith, D. Hinton and Campbell.

Nay; None. Motion carried

The meeting adjourned at 7:43 p.m.



Chairman Russel Smith

(TA)



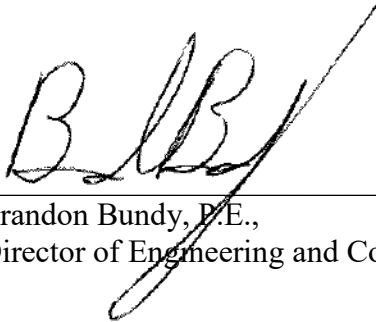
**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : February 28th, 2023

SUBJECT : Review of the Monthly Residential and Commercial Building report for January 2023.



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



The City of Midwest City Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits Summary - Issued 1/1/2023 to 1/31/2023

Building - Commercial & Industrial

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
2	Com Demolition Permit	\$0.00
2	Com Driveway Permit	\$0.00
13	Com General Electrical Permit	\$0.00
7	Com General Mechanical Permit	\$0.00
10	Com General Plumbing Permit	\$0.00
6	Com New Const Bldg Permit	\$5,950,000.00
4	Com New Const Electrical Permit	\$0.00
3	Com New Const Mechanical Permit	\$0.00
5	Com New Const Plumbing Permit	\$0.00
7	Com Remodel Bldg Permit	\$700,000.00
1	Com Roofing Permit	
3	Com Sign Permit	\$13,200.00
Total Value of Building - Commercial & Industrial:		6,663,200.00

Building - Residential

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
5	Res Accessory Bldg Permit	\$42,022.00
1	Res Carport Permit	\$5,000.00
3	Res Demolition Permit	\$0.00
4	Res Driveway Permit	\$0.00
56	Res General Electrical Permit	\$0.00
23	Res General Mechanical Permit	\$0.00
65	Res General Plumbing Permit	\$0.00
8	Res New Const Electrical Permit	\$0.00
5	Res New Const Mechanical Permit	\$0.00
12	Res New Const Plumbing Permit	\$0.00
6	Res Roofing Permit	\$46,800.00
5	Res Single-Fam Addition Bldg Permit	\$162,500.00
18	Res Single-Fam New Const Bldg Permit	\$3,818,625.00
15	Res Single-Fam Remodel Building Permit	\$767,504.84
2	Res Storm Shelter Permit	\$6,650.00
Total Value of Building - Residential:		4,849,101.84

Grand Total: \$11,512,301.84



The City of Midwest City Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits by Type - Issued 1/1/2023 to 1/31/2023

Building - Commercial & Industrial

Com Demolition Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/23/23	6009 WILL ROGERS RD, MWC, OK, 73110	Kent Eskue	B-22-3021	\$0.00
1/27/23	722 S AIR DEPOT BLVD, 73110	K&M Dirt Services, LLC dba K&M Wrecking	B-22-3283	\$0.00
				\$0.00

Com Driveway Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/9/23	5920 SE 15TH ST, 73110	STINE, ALLEN	B-23-0002	\$0.00
1/10/23	7001 SE 29TH ST, 73110	Juan Villalobos	B-23-0034	\$0.00
				\$0.00

Com General Plumbing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/10/23	1608 GERENUK, 73110	NEWCOMB, DUANA	B-23-0084	

Com New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/4/23	1732 S SOONER RD, 73110	Phase One Design - William Sullens	B-21-2019	\$500,000.00
1/6/23	9018 NE 10TH ST, 73130	MARK E RAMSEY	B-22-0674	\$250,000.00
1/9/23	1716 S SOONER RD, 73110	2Z Development LLC	B-22-1569	\$1,100,000.00
1/13/23	301 E MID AMERICA BLVD, 73110	TAP	B-21-0049	\$1,000,000.00
1/23/23	7607 E RENO AVE, OK, 73110	MASONER, BRIAN	B-21-1236	\$1,700,000.00
1/27/23	1740 S SOONER RD, OK, 73110	Phase One Design - William Sullens	B-21-1716	\$1,400,000.00
				\$5,950,000.00

Com Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/11/23	140 S MIDWEST BLVD, D, 73110	Jonna Grant	B-22-2565	\$14,000.00
1/17/23	8121 NATIONAL AVE, MWC, OK, 73110	Randy Richey	B-22-2507	\$243,000.00
1/18/23	2801 PARKLAWN DR, 5th FLOOR 73110	Juan Mendoza	B-22-3236	\$25,000.00
1/19/23	8750 NE 23RD ST, OK, 73141	George Marquez	B-21-2771	\$20,000.00
1/24/23	5912 SE 15TH ST, OK, A 73110	Gary Belzung	B-22-3203	\$165,000.00
1/27/23	8811 E RENO AVE, #101 73110	Design One Building Solutions	B-22-1948	\$225,000.00
1/30/23	9900 NE 23RD ST, MIDWEST CITY, OK, 0	jeff wallar	B-23-0158	\$8,000.00
				\$700,000.00

Com Roofing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
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Com Sign Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/16/23	1616 N POST RD, MIDWEST CITY, OK, 0	Walker Stamp and Seal	B-23-0038	\$6,200.00
1/18/23	7401 SE 29TH ST, MWC, OK, 73110	Chad	B-22-3305	\$3,000.00
1/19/23	1335 GATEWAY PLZ, 73110	Jace Larsen	B-23-0061	\$4,000.00
				\$13,200.00

Building - Residential**Res Accessory Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/3/23	4003 N SHADYBROOK DR, 73110	Brandon Clark	B-22-3260	\$5,000.00
1/13/23	1425 FELIX PL, MIDWEST CITY, OK, 0	Rebecca Clason	B-22-3328	\$1,000.00
1/13/23	1115 BELL DR, MWC, OK, 73110	Brandon Clark	B-23-0074	\$7,322.00
1/16/23	522 S LAWSON AVE, MWC, OK, 73130	Todd Crunk	B-22-1831	\$3,500.00
1/19/23	313 SAINT PAUL AVE, MWC, OK, 73130	Dustin Sauer	B-22-2898	\$25,200.00
				\$42,022.00

Res Carport Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/20/23	221 DAVIS CIR, 73110	Roger Ring	B-23-0094	\$5,000.00
				\$5,000.00

Res Demolition Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/17/23	1631 HUDIBURG DR, MWC, OK, 73110	Kent Eskue	B-22-0665	
1/31/23	9309 SE 29TH ST, 73130	Midwest Wrecking	B-22-3188	\$0.00
1/31/23	9311 SE 29TH ST, MWC, OK, 73130	Rebecca Bonner	B-22-3265	\$0.00
				\$0.00

Res Driveway Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/12/23	13208 SAWTOOTH OAK RD, 73020	OCHOA CONCRETE	B-23-0101	\$0.00
1/17/23	10301 E RENO AVE, OK, 73130	MUD & STEEL CONSTRUCTION	B-23-0121	\$0.00
1/27/23	10335 LE JEAN, 73130	NICKS CONCRETE	B-23-0233	
1/27/23	312 PEACH ST, 73110	NICKS CONCRETE	B-23-0234	
				\$0.00

Res General Plumbing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/17/23	6640 KLIPSPRINGER ST, 73110	RIVERSIDE COMMUNITY	B-23-0123	

Res Roofing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/20/23	209 ATKINSON DR, 73110	TRADEMARK EXTERIOR'S RESTORATION LLC	B-23-0170	
1/24/23	309 W MARSHALL DR, 73110	SYCAMORE ROOFING	B-23-0138	\$3,900.00
1/24/23	2125 TURNER DR, 73110	MHM CONSTRUCTION	B-23-0197	\$10,900.00
1/24/23	2121 TURNER DR, 73110	MHM CONSTRUCTION	B-23-0198	\$11,200.00

1/27/23	2340 FRUITFULL DR, 73130	MK ROOFING	B-23-0232	\$12,000.00
1/30/23	2117 TURNER DR, 73110	MHM CONSTRUCTION	B-23-0249	\$8,800.00

\$46,800.00

Res Single-Fam Addition Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/18/23	9213 FOREST COVE CIR, 73130	Sunrooms and More	B-22-2268	\$32,000.00
1/23/23	1314 ST JAMES CIR, 73110	Okie Solar	B-22-3276	\$50,000.00
1/30/23	1715 MELODY DR, MWC, OK, 73130	Avvio Services LLC	B-23-0109	\$14,500.00
1/30/23	10605 WILLOW RIDGE DR, MWC, OK, 73130	Avvio Services LLC	B-23-0127	\$45,000.00
1/30/23	2104 CLARY DR, MWC, OK, 73110	Avvio Solar	B-23-0128	\$21,000.00

\$162,500.00

Res Single-Fam New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/4/23	2422 CATTAIL CIR, 73130	Home Creations, Inc.	B-21-2106	\$168,500.00
1/4/23	2404 CATTAIL CT, 73130	Home Creations, Inc.	B-21-2578	\$177,000.00
1/9/23	2411 CATTAIL CIR, 73130	Home Creations, Inc.	B-21-1752	\$195,552.00
1/9/23	2417 CATTAIL CT, 73130	Home Creations, Inc.	B-21-2224	\$178,000.00
1/9/23	2416 CATTAIL CT, 73130	Home Creations, Inc.	B-21-2853	\$184,500.00
1/9/23	2412 CATTAIL CT, 73130	Home Creations, Inc.	B-21-2822	\$168,500.00
1/10/23	2430 CATTAIL CIR, 73130	Home Creations, Inc.	B-21-2187	\$202,000.00
1/11/23	2400 CATTAIL CT, 73130	Home Creations, Inc.	B-21-2535	\$177,500.00
1/11/23	2225 S HIWASSEE RD, 73020	Swm & Sons	B-22-3115	\$375,000.00
1/12/23	10044 PRIMROSE LN, 73130	Swm & Sons	B-22-3100	\$205,000.00
1/13/23	10476 TURTLE BACK DR, 73130	Home Creations, Inc.	B-22-0811	\$165,500.00
1/17/23	10480 TURTLE BACK DR, 73130	Home Creations, Inc.	B-22-0814	\$176,000.00
1/18/23	1013 RYAN RIDGE CT, OK, 73130	Monarch Homes LLC	B-22-1284	\$297,000.00
1/18/23	9010 NE 19TH ST, MWC, OK, 73141	JO ANNE SULLIVAN	B-22-1830	\$270,000.00
1/23/23	2709 SNAPPER LN, 73130	Home Creations, Inc.	B-22-0406	\$170,000.00
1/23/23	10465 TURTLE BACK DR, 73130	Home Creations, Inc.	B-21-0481	\$168,573.00
1/27/23	12706 FOREST TERR, 73020	BOB JONES HOMES INC	B-22-0894	\$390,000.00
1/27/23	2920 N GLENHAVEN DR, 73110	Robert Smith	B-21-2450	\$150,000.00

\$3,818,625.00

Res Single-Fam Remodel Building Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/10/23	9535 BRIARWOOD DR, 73130	Mario Lugo	B-22-2099	\$40,000.00
1/13/23	3308 WILLOW CREEK DR, MWC, OK, 73110	Michael Redin w/MyRoof Solar	B-23-0059	\$45,385.00
1/13/23	9829 RAIL RD, MWC, OK, 73130	Michael Redin	B-22-3326	\$44,374.00
1/13/23	4406 N SHADYBROOK DR, MWC, OK, 73110	Michael Redin	B-22-3298	\$65,086.00
1/13/23	3216 HILLTOP RD, 73110	Michael Redin	B-22-3259	\$43,540.00
1/18/23	2020 N MIDWEST BLVD, 73141	Alicia Burciaga	B-22-3202	\$45,000.00
1/18/23	2020 N MIDWEST BLVD, 73141	Eulalio Burciaga	B-22-3202	\$45,000.00
1/19/23	1967 LESLIE BEACHLER LN, MWC, OK, 73130	Emalee Deckard	B-22-2970	\$33,520.00
1/20/23	418 ATKINSON DR, MWC, OK, 73110	Shawn McVicker	B-22-3306	\$150,000.00
1/20/23	3617 SHADYWOOD DR, MWC, OK, 73110	Ashley Maxwell	B-22-2644	\$18,787.84
1/23/23	1608 MARKWOOD ST, MWC, OK, 73130	Robin Atkinson	B-22-3325	\$26,736.00
1/24/23	1125 HAWTHORNE DR, MWC, OK, 73110	Maizey Orr	B-22-3040	\$35,353.00
1/24/23	208 COUNTRY CLUB CIR, MWC, OK, 73110	Christian McKinnis	B-23-0022	\$34,610.00
1/25/23	1900 WEBSTER ST, MIDWEST CITY, OK, 0	Frank (Ed) Newport	B-22-1069	\$50,000.00

1/25/23	1900 WEBSTER ST, MIDWEST CITY, OK, 0	Connie Newport	B-22-1069	\$50,000.00
1/27/23	1214 THREE OAKS CIR, 73130	Jackson Winn	B-22-2945	\$38,572.00
1/27/23	2042 HUNTINGTON RD, MIDWEST CITY, OK, 0	Michael Redin	B-22-2995	\$96,541.00

\$862,504.84

Res Storm Shelter Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
1/11/23	12501 NATIVE HILL DR, 73020	Patrick Murphy	B-22-3274	\$3,600.00
1/12/23	10508 SE 23RD ST, 73130	ETHLIN BARNES-CARN	B-22-3183	\$3,050.00

\$6,650.00

Grand Total: \$11,607,301.84



The City of Midwest City Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Inspections Summary - Inspected 1/1/2023 to 1/31/2023

<u>Inspection Description</u>	<u>Count</u>
Accessory Bldg Inspection	4
Building/Electrical General Inspection	3
Buildings - CO Inspection & Sign Off	14
Buildings - CO Reinspection & Sign Off	2
Com Amalgam Separator Rough Reinspection (Line Mainte	1
Com Building Final Inspection	7
Com Drainage 1 Inspection	2
Com Drainage2 Inspection	1
Com Drainage3 Inspection	3
Com Drainage3 Reinspection	1
Com Drainage4 Inspection	2
Com Drainage4 Reinspection	3
Com Drainage5 Inspection	4
Com Driveway Inspection	3
Com Duct Smoke Detector Test/Inspection	1
Com Duct Smoke Detector Test/Inspection (Building)	2
Com Duct Smoke Detector Test/Inspection (Fire Marshal)	1
Com Electrical Ceiling Inspection	4
Com Electrical Ceiling Reinspection	1
Com Electrical Final Inspection	3
Com Electrical Ground Inspection	3
Com Electrical Ground Reinspection	1
Com Electrical Rough-in Inspection	5
Com Electrical Service Inspection	5
Com Electrical Service Reinspection	3
Com Electrical Wall Inspection	6
Com Electrical Wall Reinspection	1
Com Fire Alarm Final Inspection	2
Com Fire Alarm Rough Inspection	1
Com Fire Sprinkler Final Inspection	1
Com Fire Sprinkler Rough Inspection	1
Com Footing & Building Setback Inspection	2
Com Footing & Building Setback Reinspection	1
Com Framing Inspection	7
Com Gas Piping Inspection	3
Com Grease Trap Final Inspection	1
Com Grease Trap Rough Inspection (Building)	1
Com Grease Trap Rough Inspection (Line Maintenance)	1
Com Hood Suppression Inspection	1
Com Mechanical Ceiling Inspection	1
Com Mechanical Final Inspection	2
Com Mechanical Final Reinspection	2
Com Mechanical Rough-in Inspection	6
Com Miscellaneous Electrical Inspection	1
Com Plumbing Final Inspection	4
Com Plumbing Ground Inspection	6

Com Plumbing Rough-in Inspection	6
Com Roofing Inspection	1
Com Sewer Service Inspection	2
Com Vent Hood Final Inspection	1
Com Water Service Line Inspection	1
Com Water Service Line Reinspection	1
Commercial Meter Tap Inspection	2
County Health - CO Inspection & Sign Off	2
Electrical Generator Inspection	3
Fire - CO Inspection & Sign Off	15
General Inspection	17
Hot Water Tank Inspection	18
Hot Water Tank Reinspection	4
Irrigation System Inspection	1
Mechanical Change Out Inspection	13
Mechanical Change Out Reinspection	5
OMMA CC Inspection - Buildings	1
OMMA CC Inspection - ComDev Utilities	1
OMMA CC Inspection - Fire	1
OMMA CC Inspection - Planning	2
OMMA CC Inspection - PWA Utilities	1
OMMA CC Reinspection - ComDev Utilities	1
Planning - CO Inspection & Sign Off	17
Pre-Con Site Inspection/Meeting	2
Res Building Final Inspection	7
Res Building Final Reinspection	1
Res Drainage1 Inspection	10
Res Drainage2 Inspection	9
Res Drainage3 Inspection	4
Res Drainage4 Inspection	4
Res Drainage5 Inspection	2
Res Driveway Inspection	3
Res Electrical Final Inspection	13
Res Electrical Final Reinspection	7
Res Electrical Pool Bonding Inspection	3
Res Electrical Rough-in Inspection	8
Res Electrical Rough-in Reinspection	2
Res Electrical Service Inspection	33
Res Electrical Service Reinspection	8
Res Footing & Building Setback Inspection	6
Res Footing & Building Setback Reinspection	2
Res Framing Inspection	4
Res Framing Reinspection	3
Res Gas Meter Inspection	5
Res Gas Meter Reinspection	2
Res Gas Piping Inspection	15
Res Gas Piping Reinspection	4
Res Insulation Inspection	5
Res Mechanical Final Inspection	9
Res Mechanical Final Reinspection	3
Res Mechanical Rough-in Inspection	5
Res Plumbing Final Inspection	15
Res Plumbing Final Reinspection	6
Res Plumbing Ground Inspection	4
Res Plumbing Ground Reinspection	1
Res Plumbing Rough-in Inspection	7
Res Plumbing Rough-in Reinspection	3

Res Retaining Wall Inspection	3
Res Roofing Inspection	5
Res Sewer Service Inspection	16
Res Sewer Service Reinspection	2
Res Storm Shelter Inspection	1
Res Temporary Electrical Pole Inspection	1
Res Termite Inspection	8
Res Water Service Line Inspection	6
Residential Meter Tap Inspection	6
Sewer Cap Inspection	2
Sewer Cap/Cave Inspection	5
Sign Inspection	3
Utilities - CO Inspection & Sign Off	14
<hr/>	
Total Number of Inspections:	533



MUNICIPAL AUTHORITY AGENDA

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

February 28, 2023 – 6:01 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Megan Bain	Trustee Rick Favors	Authority Attorney Don Maisch

A. CALL TO ORDER.

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

1. Discussion, consideration, and possible action of approving the January 24, 2023 meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2022-2023, increase: Golf Fund, revenues /Transfers In (00) \$4,417; expenditures/John Conrad Golf (47) \$4,417. FF&E Reserve Fund, revenues/Transfers In (40) \$937,268. Capital Improvements Revenue Bond Fund, expenditures/Transfers Out (00) \$937,268. Sanitation Fund, expenditures/ Sanitation (41) \$17,490. Sanitation Fund, revenues/Transfers In (00) \$59,531. Sewer Construction Fund, expenditures/Sewer Construction (46) \$228,000. (Finance - T. Cromar)
3. Discussion, consideration, and possible action of declaring the following equipment from Water Resource Recovery Facility (1) 1998 Dodge Caravan VIN # 2B4GP2535WR794871 as surplus and authorizing disposal by sealed bid, public auction, or by other means as necessary. (Public Works - R. Paul Streets)

C. DISCUSSION ITEM.

1. Discussion, consideration, and possible action of approving a sole source contract with Entex Technologies in the amount of \$227,563.00 to purchase the materials necessary to conduct a pilot study of the WavTex™ at the Water Resource Recovery Facility. (Public Works - R. Paul Streets)

- D. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statute Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- E. FURTHER INFORMATION.
1. Review of the monthly report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending January 31, 2023.
(Director of Operations - R. Rushing)
- F. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City Municipal Authority Minutes

January 24, 2023

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 8:43 PM with the following members present:

Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Megan Bain	Trustee Rick Favors	Attorney Don Maisch

DISCUSSION ITEMS.

1. Discussion, consideration, and possible action of approving the January 10, 2023 meeting minutes.

Eads made a motion to approve the minutes, seconded by Favors. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

2. Discussion, consideration, and possible action of 1) accepting and entering into the Delta Hotels by Marriott International, Inc. Franchise Agreement for the Municipal Authority property located at 5750 Will Rogers Rd, Midwest City, OK 73110; and 2) terminating the current Franchise Agreement between Sheraton LLC and Marriott International, Inc.

Rushing addressed the Council. Eads made a motion to approve, seconded by Reed. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

NEW BUSINESS/PUBLIC DISCUSSION. There was no New Business or Public Discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:44 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



Finance Department

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

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: February 28, 2023

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2022-2023, increase: Golf Fund, revenues/Transfers In (00) \$4,417; expenditures/John Conrad Golf (47) \$4,417. FF&E Reserve Fund, revenues/Transfers In (40) \$937,268. Capital Improvements Revenue Bond Fund, expenditures/Transfers Out (00) \$937,268. Sanitation Fund, expenditures/Sanitation (41) \$17,490. Sanitation Fund, revenues/Transfers In (00) \$59,531. Sewer Construction Fund, expenditures/Sewer Construction (46) \$228,000.

The first supplement is needed to budget purchase of replacement of stolen fuel tanks to be funded by surplus property proceeds. The second and third supplements are needed to increase budget for transfer from Capital Improvement Revenue Bond Fund to FF&E Fund for reimbursement of capital outlay expenses associated with hotel renovation project capital. The fourth supplement is needed to increase budget for roll-off waste collection truck due to increased cost over original estimate. The fifth supplement is needed to budget transfer in of ACOG Fleet Conversion Grant proceeds from Grants Fund. The sixth supplement is needed to budget WaveTex media for wastewater treatment plant.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

February 28, 2023

Fund GOLF (197)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
0	Transfers In	4,417			
47	John Conrad Golf			4,417	
		<u>4,417</u>	<u>0</u>	<u>4,417</u>	<u>0</u>

Explanation:
To budget purchase of replacement of stolen fuel tanks. Funding to come from transfer in from surplus property proceeds.

Fund FF&E RESERVE (196)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
0	Transfers In	937,268			
		<u>937,268</u>	<u>0</u>	<u>0</u>	<u>0</u>

Explanation:
To increase budget for transfers in from Capital Improvement Revenue Bond Fund associated with hotel renovation project capital outlay expenses.

Fund CAPITAL IMPROVEMENT REVENUE BOND (250)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
0	Transfers Out			937,268	
		<u>0</u>	<u>0</u>	<u>937,268</u>	<u>0</u>

Explanation:
To increase budget for transfers out to FF&E Reserve Fund associated with hotel renovation project capital outlay expenses. Funding to come from fund balance.

Fund SANITATION (190)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
41	Sanitation			17,490	
		<u>0</u>	<u>0</u>	<u>17,490</u>	<u>0</u>

Explanation:
To increase budget for roll-off waste collection truck due to increased cost over original estimate. Funding to come from fund balance.

SUPPLEMENTS

February 28, 2023

Fund SANITATION (190)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
0	Transfers In	59,531			
		<u>59,531</u>	<u>0</u>	<u>0</u>	<u>0</u>
Explanation: To budget transfer in of ACOG Fleet Conversion Grant proceeds from Grants Fund.					

Fund SEWER CONSTRUCTION (186)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
46	Sewer Construction			228,000	
		<u>0</u>	<u>0</u>	<u>228,000</u>	<u>0</u>
Explanation: To budget WaveTex media for wastewater treatment plant. Funding to come from fund balance.					



Public Works Administration

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

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Assistant Public Works Director

cevenson@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

Memorandum

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: February 28, 2023

Subject: Discussion, consideration, and possible action of declaring the following equipment from Water Resource Recovery Facility (1) 1998 Dodge Caravan VIN # 2B4GP2535WR794871 as surplus and authorizing their disposal by sealed bid, public auction, or by other means as necessary.

The Water Resource Recovery Facility Dodge Caravan described below has been replaced, removed from service, and has no other operational value or application. The Fleet Department has determined that the value of this vehicle is less than \$10,000. As such, we recommend declaring this item surplus property and authorizing its disposal by sealed bid, public auction, or other means, if necessary.

- Unit #43-02-15, a 1998 Dodge Caravan, VIN # 2B4GP2535WR794871

Action is at the discretion of the Municipal Authority.

Respectfully,

R. Paul Streets
Public Works Director



DISCUSSION ITEM





Public Works Administration

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

Public Works Director
pstreets@midwestcityok.org
(405) 739-1061

Assistant Public Works Director
cevenson@midwestcityok.org
(405) 739-1062

www.midwestcityok.org

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: February 28, 2023

Subject: Discussion, consideration, and possible action of approving a sole source contract with Entex Technologies in the amount of \$227,563.00 to purchase the materials necessary to conduct a pilot study of the WavTex™ at the Water Resource Recovery Facility.

The attached contract is for the purchase of the materials necessary to conduct a pilot of the WavTex™ at the Water Resource Recovery Facility (WRRF). Staff recommends approval of the contract.

Over the past several years, the WRRF has been experiencing media loss and reduced treatment process performance in the Moving Bed Biofilm Reactor (MBBR). On May 23, 2022, the City of Midwest City (City) and Garver, LLC, (Garver) entered into an agreement for professional services to evaluate the MBBR media and process performance issues. Upon evaluation, Garver has identified media degradation and loss as well as snail predation as significant factors leading to a decline in the treatment capability of the MBBR. They recommend that the City redistribute existing media, purchase supplemental media, and pilot an alternative fabric media (WavTex™) to improve performance. The goal of the WavTex™ pilot is to determine if a fabric media is less subject to breakage and less susceptible to snail infestation, both of which would improve treatment capability and process performance.

Entex Technologies is the only manufacturer of a bottom anchoring moving woven media wastewater treatment system in North America.

The contract, sole source justification, quote, and pilot plan are attached. Funds for this project are being appropriated in a separate agenda item in fund # 186.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

PURCHASE AGREEMENT
between
ENTEX TECHNOLOGIES INC And
MIDWEST CITY MUNICIPAL AUTHORITY

THIS Purchase Agreement (hereinafter referred to as “**Agreement**”) is entered into by and among the **Midwest City Municipal Authority**, a public trust created pursuant to Oklahoma State Law for the benefit of Midwest City (hereinafter referred to as “**Midwest City**”) and Entex Technologies Inc., a corporation, registered to do business in the State of Oklahoma (hereinafter referred to as “**Entex**”) (**Midwest City** and **Entex** being collectively referred to herein as “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Midwest City is in need to purchase the following goods for its operations: **WavTex™ Pilot**, (hereinafter referred to as “**Goods**”); and

WHEREAS, Entex is the only manufacturer of a bottom anchoring moving woven media system in North America for the purchase of the **Goods**; and

WHEREAS, Midwest City requested and received a quote from **Entex** for the purchase of the **Goods**; and

WHEREAS, Midwest City and **Entex** desire to enter into an **Agreement** for the purchase of the **Goods**; and

NOW THEREFORE, MIDWEST CITY and **Entex** agree as follows:

1. AGREEMENT

A. **Entex** agrees to sell the **Goods** listed in “**Attachment A – Entex Firm Quote # 7387 R1**” to **Midwest City**.

B. The prices for the **Goods** that are to be purchased are listed in “**Attachment A**”.

C. The prices established in “**Attachment A**” shall remain fixed and shall not change for the term of this **Agreement**.

2. PAYMENT

Midwest City shall issue a Purchase Order for the purchase of the **Goods** from **Entex**. Upon issuance and receipt of the Purchase Order **Entex** shall deliver the **Goods** to **Midwest City**. Upon receipt **Midwest City** shall transmit payment to **Entex** electronically, within forty-five (45) days of the delivery of the **Goods**, according to the following payment schedule:

PURCHASE AGREEMENT
between
ENTEX TECHNOLOGIES INC And
MIDWEST CITY MUNICIPAL AUTHORITY

- 10% mobilization payment due with purchase order
- 10% upon delivery of technical submittals
- 10% upon approval of technical submittals
- 65% upon shipment (prorated, if multiple shipments)
- 5% retainage payable upon the earlier of start-up or 60 days after final equipment delivery.

3. DELIVERY

A. **Entex** shall deliver the **Goods** to **Midwest City** at:

7420 NE 36th St.

Oklahoma City, OK 73141

B. **Midwest City** shall inspect the **Goods** upon receipt to ensure quality and quantity.

C. **Entex** shall guarantee the **Goods** delivered shall be in working order and shall not be damaged.

D. Entex shall deliver according to the following schedule:

- a. Submittals within 60 days of acceptable purchase order and receipt of mobilization payment.
- b. Delivery within 150 days of acceptable purchase order and receipt of mobilization payment

4. TERMINATION.

A. This **Agreement** may be terminated by either party for any reason or for no reason upon thirty (30) days written notice to the other party.

B. **Midwest City** acknowledges the goods supplied herein are custom for **Midwest City's** project and, accordingly, Entex cannot accept any returns of material. Similarly, any cancellation of this order subsequent to approval of submittals will require payment by **Midwest City** of all costs incurred for material purchased and work in progress, plus markups, up to and including full price as quoted herein.

C. This **Agreement** may be terminated by any party for cause upon the passage of thirty (30) days, subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.

PURCHASE AGREEMENT
between
ENTEX TECHNOLOGIES INC And
MIDWEST CITY MUNICIPAL AUTHORITY

5. OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT.

Midwest City is a governmental subdivisions of the State of Oklahoma and subject to the Oklahoma Governmental Tort Claims Act at Title 51 of the Oklahoma Statutes, § 151 *et seq.* Any action brought by either Party or by any third-party against **Midwest City** based on the **Parties** entering into this agreement shall comply with the requirements and procedures set forth in the Oklahoma Governmental Tort Claims Act.

6. NOTICES

A. Notices and other communications to **Midwest 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:

Midwest City Municipal Authority, Secretary for the Authority
100 N. Midwest Boulevard
Midwest City, OK 73110

AND

Midwest City Municipal Authority,
c/o City of Midwest City Public Works Authority
Attention: Director of Public Works
100 N. Midwest Boulevard
Midwest City, OK 73110

B. Notices or other communications to **Entex** 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:

Wayne Flournoy, President and CEO
Entex Technologies Inc.
1340 Environ Way
Chapel Hill, NC 27517

C. 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

PURCHASE AGREEMENT
between
ENTEX TECHNOLOGIES INC And
MIDWEST CITY MUNICIPAL AUTHORITY

this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

7. ABIDES BY LAW

Entex must abide by the conditions of this **Agreement**, the ordinances of **Midwest City**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”).

8. LIMITATION

Except as stated below, the **Agreement** consideration provided herein does not include or limit any remuneration or reimbursement for any loss, expense, or damages, if any, which may be caused by **Entex** or incurred by **Midwest City** hereunder or under any insurance or indemnification provision herein.

Entex warrants that the products described above will be free of defects in material and workmanship for a period of one year from date of installation or eighteen months from date of final shipment, whichever occurs first. ENTEX EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. No process or performance warranties are provided. Entex shall have no liability for consequential, incidental or liquidated damages. Entex’s total liability related to the goods and services provided hereunder under any theory of law shall be limited to the Price quoted herein.

9. ASSIGNMENT

Entex may not assign this **Agreement** to any entity or third party without the written consent of **Midwest City**.

10. COMPLETE AGREEMENT

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.

PURCHASE AGREEMENT
between
ENTEX TECHNOLOGIES INC And
MIDWEST CITY MUNICIPAL AUTHORITY

11. MULTIPLE ORIGINALS

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

12. ANTI-COLLUSION

Entex agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of **Midwest 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 **Midwest City**, either directly or indirectly, in procuring and execution of this **Agreement**.

13. WARRANTY

Subject to Section 10, above, **Entex** warrants that the **Goods** provided under this **Agreement** shall be sold and delivered consistent with generally prevailing professional standards and expertise. **Entex** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all **Goods**.

14. BREACH AND DEFAULT

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

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

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ENTEX TECHNOLOGIES INC And
MIDWEST CITY MUNICIPAL AUTHORITY

City must be cured immediately; and **Midwest City** reserves the right to immediately terminate this **Agreement** if **Entex** fails to cure any such breach.

C. Should **Midwest City** breach this **Agreement**, **Entex** may only recover that proportion of any **Goods** sold. **Entex** may not collect or recover any other or additional damages, losses, or expenses.

15. ENVIRONMENTAL

A. **Entex** shall not permit any chemical substance or hazardous material to be delivered with the **Goods** purchased by **Midwest City**. **Entex** shall notify **Midwest City** of the presence, even if temporary, of any chemical substance or hazardous material delivered by its officers, representatives, agents, employees, contractors, or invitees, prisoners or hold prisoners.

B. If **Entex** breaches the obligations stated in the preceding paragraph, or if the presence of the chemical substance or hazardous material brought to **Midwest City** by **Entex** or its contractors, employees, agents, that results in contamination of the water supply of **Midwest City**, or if contamination by the chemical substance or hazardous material otherwise occurs for which **Entex** is legally liable, **Entex** shall indemnify, defend and hold **Midwest City** and their officers, trustees, representatives, contractors, agents and employees harmless from any and all injuries, deaths, property damage, claims, judgments, damages, penalties, fines, costs, liabilities, losses, diminution in value, damages for the loss or restriction on use, sums paid in settlement of claims, and attorneys', consultants' and expert fees (collectively, "Environmental Claims") which arise during or after any term of this **Agreement** hereof as a result of such contamination.

C. This indemnification of **Midwest City** by **Entex** also includes, without limitation, costs and expenses incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by **Midwest City** or any federal, state or local government agency or political subdivision because of any chemical substance or hazardous material present in the soil or ground water caused by **Entex**.

D. Without limiting the foregoing, if the presence of any chemical substance or hazardous material brought to **Midwest City** by **Entex**, its employees, agents, contractors results in any contamination of the water supply of **Midwest City**, **Entex** shall promptly take all actions at its sole expense as are necessary to return the water supply of **Midwest City** to the condition existing prior to the

PURCHASE AGREEMENT
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MIDWEST CITY MUNICIPAL AUTHORITY

introduction of any such chemical substance or hazardous material. The foregoing indemnity shall survive the expiration or earlier termination of this **Agreement**.

E. As used herein, the term “chemical substance” shall mean a substance obtained by a chemical process or used for producing a chemical effect, including but not limited to pesticides, herbicides and fertilizers, and the term “hazardous material” means any hazardous or toxic substance, material or waste, including but not limited to those substances, materials and wastes listed by the Environmental Protection Agency as hazardous substances, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.

16. INSPECTION

Midwest City shall have the right to inspect any and all **Goods** from **Entex** pursuant to the terms of this **Agreement** prior to accepting delivery of the **Goods**.

17. 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 **Entex** and **Midwest City**, and none of the provisions hereof are intended to benefit any third parties.

18. 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.

19. MISCELLANEOUS

A. **Midwest City** retains the right to contract for the **Goods** listed in this **Agreement** from more than one vendor. This **Agreement** does not create any exclusivity between **Entex** and **Midwest City** for the purchase of the **Goods**.

PURCHASE AGREEMENT
between
ENTEX TECHNOLOGIES INC And
MIDWEST CITY MUNICIPAL AUTHORITY

B. The execution of this **Agreement** does not guarantee to purchase of any **Goods** by **Midwest City** from **Entex**.

20. AMENDMENTS

Any amendments to this **Agreement** must be in writing, signed and approved by the **Parties**.

21. EFFECTIVE DATE

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

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PURCHASE AGREEMENT
between
ENTEX TECHNOLOGIES INC And
MIDWEST CITY MUNICIPAL AUTHORITY

APPROVED and **SIGNED** by Wayne Flournoy, President and CEO of Entex, a properly authorized representative to execute this **Agreement** on the dates set forth below.

Service Provider:

Entex Technologies Inc.

By:

Wayne Flournoy

Name: Wayne Flournoy

Title: President and CEO

Date: 2/20/2023

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PURCHASE AGREEMENT
between
ENTEX TECHNOLOGIES INC And
MIDWEST CITY MUNICIPAL AUTHORITY

APPROVED by the General Manager for **Midwest City Municipal Authority** this _____ day
of _____, 202__.

THE CITY OF MIDWEST CITY

TIM LYON
GENERAL MANAGER

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY



Sean Scuras, PhD PE BCE
Garver Engineers
National Wastewater Practice Leader, Water Team
220 North Main Street
Suite 500
Greenville, SC 29601

Re: Midwest City, OK WavTex System Proposal

Dear Mr. Scuras –

WavTex is the only bottom anchoring moving woven media wastewater treatment system manufactured in North America. This is secured by U.S. Patent number 10,676,382 and additional patents pending.

Sincerely,

A handwritten signature in black ink, appearing to read "Wayne Flournoy". The signature is fluid and cursive, with a long, sweeping tail on the final letter.

Wayne Flournoy
President
Entex Technologies Inc.

Project	Date Quoted	Quote Validity	Quote No
Garver Snails MBBR Upgrade	February 7, 2023	30 Days	7387 R1

Firm Quote

Quoted to	Ship to
Sean Scuras Garver 864-546-0729 SEScuras@GarverUSA.com	TBD CPT Factory Freight Included

General Description	Price
WavTex™ Pilot for Tank	\$227,563.00
<i>Subject to Terms and Conditions below</i>	

Quantity	Product	Description
3	WavTex Module	Three (3) WavTex modules (two aerobic and one anoxic) will be provided with EnTextile Media, welded 304L SS frame, lifting lugs, integrated coarse bubble aeration grid, and 9/16" bolt holes for bolting the modules to the tank floor. Each WavTex assembly will be approximately 6 ft. l x 15 ft. w x 18 ft. high and will host 120 sheets of EnTextile media. Integrated PVC WavTex aeration included complete with 3-inch diameter drop pipe. The integrated aeration grid will terminate with 3" MNPT threads (Entex scope break). A 2' x 2' removable EnTextile media coupon will be provided for sampling during the pilot.
1	Electrically Actuated Butterfly Valve	One (1) three-inch electrically actuated butterfly valve for the occasional scour operation of the anoxic WavTex module.
3	Butterfly Valves	Three (3) three-inch manual butterfly valves for flow balancing of the WavTex modules.
1 lot	Technical Documentation	Technical Submittals and Installation, Operation, and Maintenance Manuals to be provided.
1 lot	Additional	Process Engineering for all equipment, equipment sizing and selection, Review and approval of P&I Diagram for

Project	Date Quoted	Quote Validity	Quote No
Garver Snails MBBR Upgrade	February 7, 2023	30 Days	7387 R1

		the ENTEX scope of supply, Preliminary General Arrangement Drawings, Review and approval of final General Arrangement Drawings for the ENTEX supplied equipment, Review of biological process reactor drawings, excluding structural and civil design, Manufacturers' service for installation inspection (1 day), Startup supervision (1 day) and on-site training (1 day).
--	--	--

Item	Not Supplied by Entex <i>Note: not all inclusive, Buyer is responsible for ensuring complete scope</i>
A	Unloading and storage of materials on-site
B	Installation
C	Interconnecting piping, quick disconnect, air line support cables
D	Electrical
E	Start-up and operation
F	Anchor bolts and appurtenances
G	Floatation frames
H	Foundations, walkways, and appurtenances
I	Chemical addition and chemical analysis
J	Process blowers
K	Controls

Project	Date Quoted	Quote Validity	Quote No
Garver Snails MBBR Upgrade	February 7, 2023	30 Days	7387 R1

Item	Terms and Conditions
Delivery	CPT (Incoterms 2020) factory, freight included
Delivery Schedule	Submittals within 60 days of acceptable purchase order Delivery within 150 days of acceptable purchase order
Unloading & Installation	By contractor/owner
Payment Schedule	10% with purchase order 10% upon delivery of technical submittals 10% upon approval of technical submittals 65% upon shipment (prorated, if multiple shipments) 5% retainage payable upon the earlier of start-up or 60 days after final equipment delivery.
Payment Terms	Net 30
Exception to Standard Terms	None

Project	Date Quoted	Quote Validity	Quote No
Garver Snails MBBR Upgrade	February 7, 2023	30 Days	7387 R1

Contact Information
<p>Wayne Flournoy Entex Technologies Inc., President 400 Silver Cedar Court, Suite 200 Chapel Hill, NC 27514 (919) 619-8862 Wayne.Flournoy@entexinc.com</p>

Offered by Entex Technologies Inc. ("Entex"):

Accepted by ("Buyer"):



Name: Wayne Flournoy

Title: President

Date: February 7, 2023

Name: _____

Title: _____

Date: _____

Company: _____

Project	Date Quoted	Quote Validity	Quote No
Garver Snails MBBR Upgrade	February 7, 2023	30 Days	7387 R1

Standard Terms & Conditions:

1. By signing above, incorporating or referencing this quote in a purchase order, acknowledgement or other ordering document (collectively, "Ordering Document") or otherwise accepting this quote, Buyer agrees that these Terms and Conditions shall supersede any conflicting terms contained in the Ordering Document with respect to the goods and services described above, even if Entex signs or otherwise accepts the Ordering Document unless both (a) a provision the ordering document specifically indicates that it shall control with respect to a particular matter and (b) Entex has initialed each such provision. Entex's offer made by this firm quote is expressly conditioned on the Buyer's assent to the terms contained herein.
2. Unless otherwise specified above: (a) the products described above ("Products") are provided EXW (Incoterms 2020) Factory, and (b) freight, insurance, jobsite access, unloading and storage are the responsibility of the Buyer.
3. The quoted prices do not include any local, state or federal, sales, use, occupation, license, excise or other taxes, customs or permits or other fees. Any taxes or fees that may apply must be added to the quoted price and paid by the buyer.
4. Entex and Buyer shall establish mutually acceptable delivery schedule at least 16 weeks prior to the first scheduled shipment. The first shipment shall not occur earlier than that stated in the Delivery Schedule section above. The shipments may arrive in one delivery, or may arrive in multiple deliveries as necessary. Entex requires 60 days' notice in the event of a request to change the delivery schedule. Any delay in acceptance of the goods beyond agreed upon delivery schedule may result in price increases as compensation. Time of Delivery is an estimate and is based upon the receipt of all information and necessary approvals. Entex shall in no event be liable for delays caused by acts of God, strikes, labor difficulties, unrest, war, declared states of emergency, acts of governmental or military authorities, delays in transportation or procuring materials, or causes of any kind beyond its reasonable control.
5. Buyer acknowledges the goods supplied herein are custom for Buyer's project and, accordingly, Entex cannot accept any returns of material. Similarly, any cancellation of this order subsequent to approval of submittals will require payment by Buyer of all costs incurred for material purchased and work in progress, plus markups, up to and including full price as quoted herein.
6. Entex shall not accept any back charges unless approved by Entex in writing prior to work/task commencement. Change orders, to be effective, must be executed by Entex.
7. Entex warrants that the products described above will be free of defects in material and workmanship for a period of one year from date of installation or eighteen months from date of final shipment, whichever occurs first. ENTEX EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. No process or performance warranties are provided. Entex shall have no liability for consequential, incidental or liquidated damages. Entex's total liability related to the goods and services provided hereunder under any theory of law shall be limited to the Price quoted herein.
8. Installation and all appurtenances necessary for the installation shall be the responsibility of the Buyer.
9. Additional Supervision and/or Training may be purchased at a rate of \$1,425.00 per day, plus actual travel and living costs.
10. Startup, operation and process performance are excluded from this scope of supply.
11. All accounts over 30 days past due shall be subject to a 1 and 1/2% per month (18% APR) delinquency charge. If collection action is required, Buyer shall be responsible for all costs of collection, related attorneys' fees and court costs. Unless otherwise provided above, (a) the parties' agreement in connection with the Products and/or these Terms and Conditions is governed by North Carolina substantive law, and (b) the mandatory and exclusive forum for all actions arising out of or relating to the parties' agreement shall be the state and federal courts whose judicial districts include Wake County, NC, and Buyer consents to the personal jurisdiction of such courts.
12. Entex shall retain a purchase-money security interest in the Products described above and shall have the right to file a financing statement with respect to such Products. If Buyer does not pay amounts when due hereunder, Entex shall have the right to repossess the Products. Rental equipment shall not be a Fixture where used.



www.GarverUSA.com

February 7, 2023

Carrie Evenson
Midwest City Public Works
100 N. Midwest Boulevard
Midwest City, OK 73110

Re: Alternative MBBR Media Pilot Study
22W02170

Dear Carrie,

I am writing to provide our recommendation to proceed with procurement of WavTex media as manufactured by Entex for a pilot study at the Midwest City Water Resources Recovery Facility.

We have determined that the unique characteristics of the WavTex media have good potential as a solution to both the snail infestation of the existing media and the media breakage and loss problem. While not guaranteed, we believe that the mesh-like material of the WavTex media will minimize snail attachment which will lead to the snails being washed out of the basins and removed in the solids stream. Additionally, the WavTex sheets are anchored to the floor in the center of the basin, which eliminates the need for the media retention screens which may be contributing to the breakage of the existing media.

Garver understands the importance of competition, transparency, and fairness in procurement processes, and we do not believe there are viable textile media alternatives to WavTex for this application at this time. Given that time is of the essence, we believe that it is in the Midwest City Public Work's best interest to move forward with the sole-source purchase of WavTex media modules for a pilot study to determine the efficacy of the media to remedy both the snail infestation and media breakage and loss challenges.

Sincerely,

GARVER
Cole Niblett, PE

Midwest City MBBR Pilot Project

Pilot Protocol

City of Midwest City

Midwest City, Oklahoma

Prepared by:



**750 SW 24th Street, Suite 200
Moore, OK 73160**

January 2023

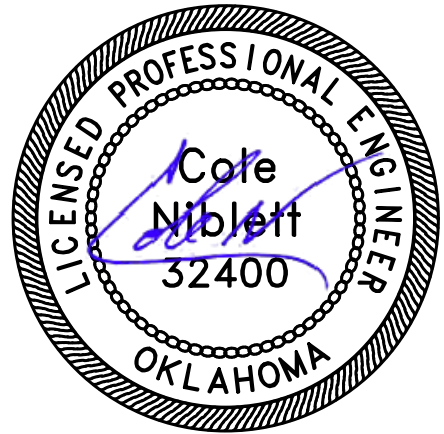
Garver Project No.: 22W02170

Pilot Protocol

Engineer's Certification

I hereby certify that this Pilot Proccotol for the City of Midwest City was prepared by Garver under my direct supervision for the Midwest City MBBR Pilot Project.

Cole Niblett, PE
State of Oklahoma PE License 32400



Pilot Protocol

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Appendix A – WavTex Proposal



Pilot Protocol

1.0 Introduction and Background

Midwest City (The City) is located in Central Oklahoma in Oklahoma County and had an estimated service population of approximately 58,000 residents in 2020. The City operates a Wastewater Resource Recovery Facility (WRRF) that uses a moving bed bioreactor (MBBR) process for secondary treatment and nitrification, and is proposing the WavTex System Pilot to address ongoing issues with media loss and reduced treatment capacity in the moving bed biofilm reactor (MBBR) system. The MBBR system was commissioned in 2016, and a current site map (including the major processes) is presented in Figure 1-1 below. The WRRF has been experiencing media loss from the MBBR process since June 2017 due to media breakage. Despite the addition of media with a different geometry and size than the original installation, media loss has continued and is leading to reduced treatment capacity in the MBBR facility. The media breakage and loss has continued resulting in a decrease in media surface area available for attachment of the biofilm that is necessary to provide treatment. Also, much of the remaining media is populated by small snails that prey on the attached biofilm further decreasing the biofilm quantity available for treatment. The combined effects of media loss and biofilm predation have resulted in reduced treatment capacity in the MBBR system.



Figure 1-1: Area Map of MWC WRRF

In general, a surface for attachment and growth of biofilm is the basis for a MBBR or an integrated fixed film activated sludge (IFAS) process. Treatment capacity depends on the mass of active biofilm attached to the media. That in turn depends on the media's "protected" surface area available for biofilm attachment and the biofilm thickness that develops on that media. Mobile media designs depend on fluid shear through openings and over the biofilm surface to prevent the biofilm from getting too thick for effective diffusion into its full depth.

Pilot Protocol

The suspended plastic media originally installed at the WRRF MBBR (and used to supplement it in 2018 and 2019) is the approach used most commonly in MBBR and IFAS systems. That media requires screens to retain it in the treatment zones. However, the suspended plastic media has been tearing or breaking into small shards that are able to pass through the screens that are sized to retain the full size media. Consequently, a significant quantity of media (and therefore surface area for biofilm growth) has been lost from the treatment process. Concurrently, small snails that feed on the biofilm have colonized the protected volume of the media. As a result of that predation, the biofilm on the suspended media at the WRRF is lower in thickness and density than typical installations. Both media degradation and snail predation are rare for suspended media systems and possibly unique to the Midwest City WRRF, and both decrease the effectiveness of treatment.

Midwest City is pursuing acquisition of additional suspended media to supplement the existing media. The suspended media purchase and installation is intended to increase the quantity of media and biofilm in the process thereby improving treatment. However, because the media breakage and snail predation issues remain unresolved, adding suspended media is unlikely to provide a long term solution. As a potential long-term solution, Garver has recommended that the Midwest City WRRF consider an alternative MBBR media called WavTex shown in Figure 1-2. It is a textile type media designed to float up in sheets from a frame attached the floor of the treatment tank. Screens are not necessary to retain the media so one possible cause of media destruction would be eliminated. Also, the WavTex sheets are anticipated to provide less opportunity for snail attachment. Rather than replace all of the suspended plastic media with WavTex, Garver proposes that Midwest City pilot WavTex in two of the 6 treatment zones (one unaerated and one aerated) of one treatment train to determine its ability to overcome the media breakage and snail issues while still meeting the WRRF's treatment goals. The other treatment train (with suspended media only) would be used for concurrent comparison of treatment performance amongst the two media types.



Figure 1-2: WavTex Media Installation

Pilot Protocol

WavTex media is the current version of textile type MBBR and IFAS media produced by Entex for over 25 years. Consequently, BOD and ammonia removal by textile type media has previously been studied and documented to be based on protected media surface area similar to suspended media. However, the unique nature of the media breakage and snail predation at the Midwest City WRRF suggest the need for a WavTex pilot. There are three goals for piloting the WavTex media at the Midwest City WRRF:

1. To confirm that WavTex textile media performs similarly to the same quantity of suspended media in a similar process environment
2. To determine the extent to which the textile media prevents snail attachment and biofilm predation
3. To determine how well the textile media resists physical damage that would result in media loss from the treatment zones

By testing the performance of the WavTex system in this pilot project, the WRRF can make informed decisions about the feasibility and benefits of implementing the technology on a larger scale.

2.0 Pilot Plan

2.1 Pilot Layout

The MBBR consists of two trains, each with two anoxic, three aerobic, and one swing zone, as shown in Figure 2-1 below. One WavTex module will be installed in Zone 2 (anoxic) and two WavTex modules will be installed in Zone 3 (aerobic) to pilot the equipment. Existing suspended plastic media will be moved from those zones into other zones for the pilot. Each WavTex module will be 15 feet long by 6 feet wide and 18 feet tall once immersed in water. Each module will consist of 120 EnTextile media sheets on which the biofilm can grow. Each WavTex unit comes assembled with its own dedicated coarse bubble diffuser system for the scouring the EnTextile media. The WavTex modules come pre-assembled and ready to set into the basins.

Pilot Protocol

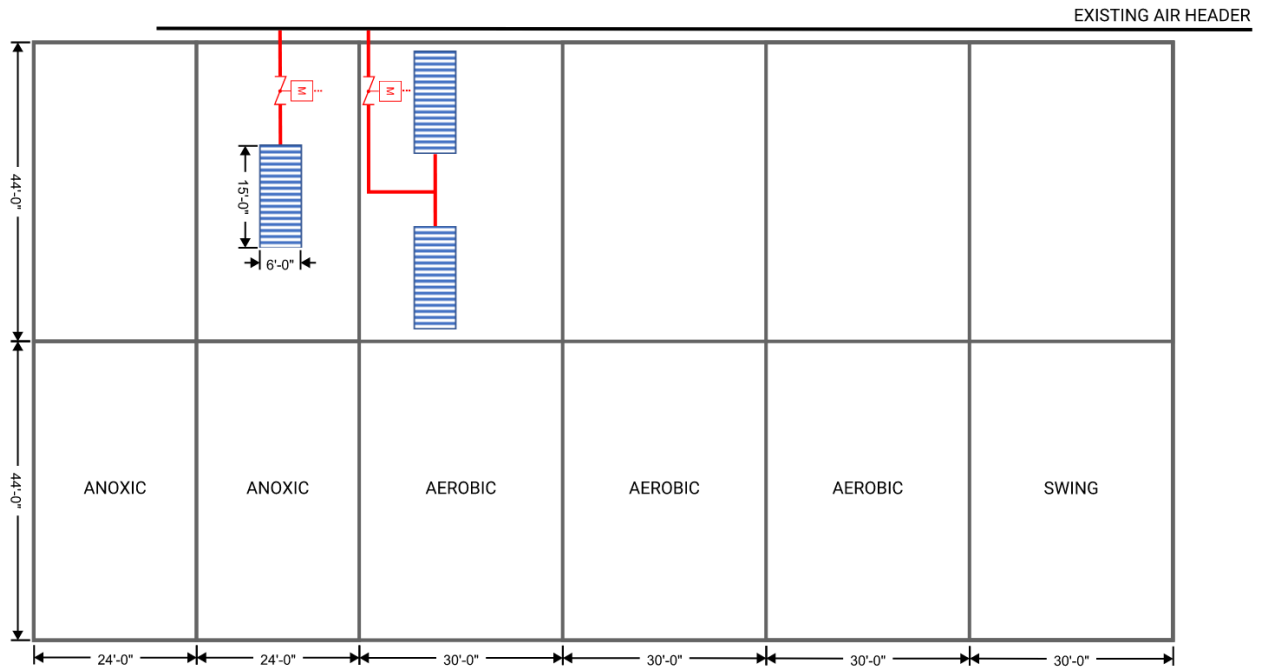


Figure 2-1: Pilot Layout

2.2 Pilot Process Descriptions

2.2.1 WaveTex Treatment Overview

The WavTex modules will tie into the existing aeration header. One electrically actuated butterfly valve will be installed for the anoxic WavTex module for operating the anoxic scour on a time basis. Under typical operation, the anoxic module will be unaerated. Based on timer settings, the media within the anoxic WavTex module will receive an air scour to shear excess biofilm from the media. Existing mixers will maintain suspension of solids in the anoxic zone. An air flow control valve will be installed to supply 250 scfm to the coarse bubble aeration grids at the aerobic WavTex modules (125 scfm each). This airflow will provide the necessary scouring and a portion of the oxygen needed for removal of BOD and ammonia. Additional air will be provided via the existing aeration grid in that zone.

2.3 Proposed Demonstration Period

As shown in Table 2-1, it is anticipated that the acquisition and installation of the WavTex media will take approximately 7-months to complete before the test period can begin.. Acquisition will begin once permission to proceed has been granted by the ODEQ. Of the 7-months, four are allotted for the manufacture of the WavTex material. Once manufacturing has been completed, it is expected to take up to 2 months before the WavTex Pilot is fully installed at the WRRF. The earliest that the demonstration period would begin is therefore September of 2023. If the acquisition, manufacturing, shipping or installation schedules are extended for any reason, the test period would likely begin later in the year.

The proposed demonstration period for the pilot media is planned to be six months long. It is anticipated that biofilm will develop on the media within the first month after pilot startup. At the start of the WavTex

Pilot Protocol

Pilot installation, snails will be present in the Zones due to the natural shedding of snails and snail eggs from the suspended plastic media in Zones 1, 4, 5, and 6. These snails and snail eggs will tend to be recycled back into the WavTex Pilot Zones during the demonstration period. A period of two to three months is needed to determine if snails succeed in attaching to the WavTex media or if they are washed out of the WavTex zones.

The six month demonstration period will allow for quantitative and qualitative documentation of biofilm development and the removal of COD and ammonium, as well as provide sufficient time to assess the durability of the WavTex media. While 6 months may be a relatively short period to fully determine the durability of the WavTex media, it is necessary to make an early determination in order to potentially move forward with a full scale replacement if other factors are favorable and there is no indication of excessive breakdown.

Table 2-1: Proposed Pilot Installation and Period Schedule

Description of Task	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-23	Feb-24	Mar-24	Apr-24
Council Approval of PO for WavTex Pilot															
Submit Formal Pilot Protocol Document to ODEQ															
WavTex Pilot Fabrication															
Delivery of WavTex Pilot System															
WavTex Pilot Installed and Operational															
WavTex Pilot Test Period															
Report on WavTex pilot															
Decision on path forward															
Solicit Bids for basin prep and WavTex installation															
Receive bids															
Review and Approve Award															
Contractor mobilization															
Prep basins															
Install WavTex pilot															



Pilot Protocol**2.4 Sampling Protocol**

Sampling for the WavTex Pilot at the WRRF will occur throughout the demonstration period and includes sampling from the Piloted treatment train, as well as sampling from the parallel treatment train containing suspended plastic media. This will allow for direct comparison between the performance of the Pilot and existing MBBR media train. Table 2-2 displays the proposed sample or analysis to be conducted, along with sampling locations, sample counts, and the frequency of sampling to be performed.

Table 2-2: Proposed WavTex Pilot Sampling

Sample/Analysis	Sampling Locations	Sample count	Frequency
COD Concentration	Pilot Train Zones 1, 2, and 3 Effluent	3	Every 2 weeks
Ammonia-N Concentration	Pilot Train Zones 1, 2, and 3 Effluent	3	Every 2 weeks
Biofilm Images	Both Trains, Zones 2 and 3	4	Every 2 weeks
Snail population per media area	Both Trains Zones 2 and 3	4	Every 2 weeks
Biofilm mass per media area	Both Trains Zones 2 and 3	4	Every 2 weeks

2.4.1 Sampling from the WavTex Module

In each of the Piloted zones containing a WavTex Module there will be a removable sampling area on one sheet of the installed WavTex. During sampling events, the WavTex sampling area in each zone will be periodically removed from the treatment process to be photographed and sampled. It will then be either sacrificed or replaced. Photographs will be used to document the textile condition, the biofilm appearance, and the snail population. In addition to using photographs to document the biofilm appearance on the media, the sampling area will be dried then weighed to determine the mass of biofilm on the media. The snail population will also be monitored by counting the snails on the sampling area of the media, as well as using a balance to determine the total mass of the snails in the sampled area. Both the snail population and the biofilm will be reported in units of mass per area.

2.4.2 Sampling the Suspended Floating Plastic Media

Concurrent with the WavTex sampling, suspended plastic media from the other non-Pilot MBBR treatment train will also be sampled. This sampled suspended plastic media will be evaluated using the same equipment and parameters as the WavTex sampling.

2.4.3 Analyte Sampling

On the same biweekly frequency as the photograph and mass balance sampling, samples will be collected from Zones 1, 2, and 3 of both trains for COD and ammonia-N analyses as indicated by the stars in Figure 2-2. The WRRF will perform analysis of the NH₃-N samples, as the WRRF is certified and already performing regular NH₃-N analysis as part of their discharge monitoring requirements.

Pilot Protocol

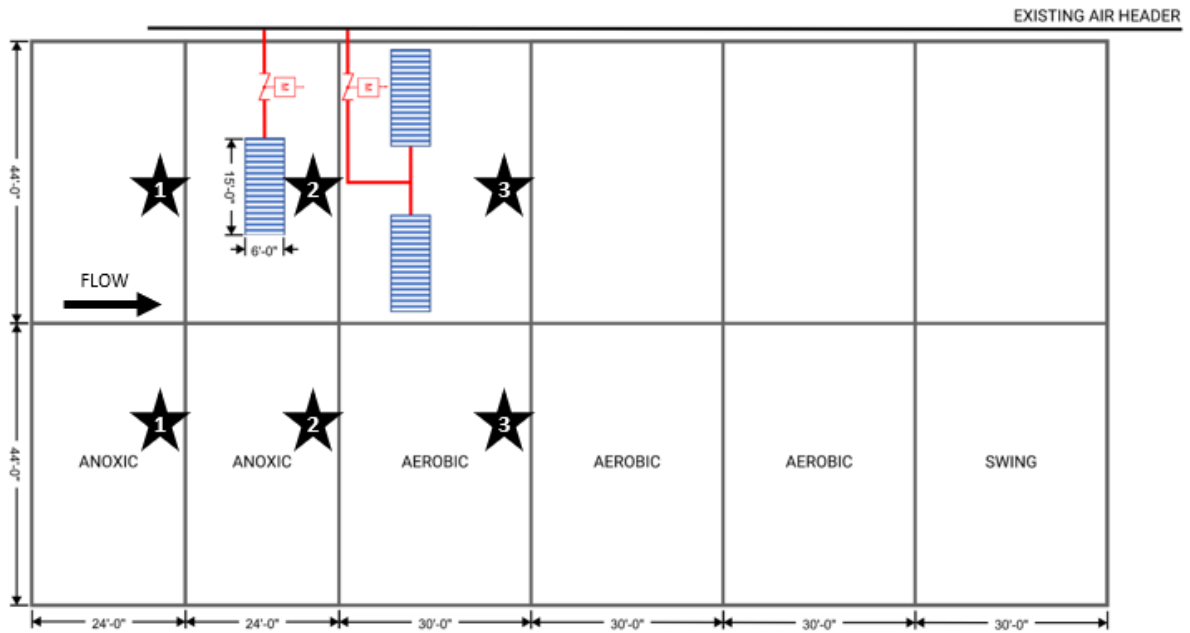


Figure 2-2: Analyte sampling Locations

2.5 Estimated Pilot Cost

For Midwest City to conduct the pilot study as detailed in this proposal, the total pilot cost is estimated at \$450,000. This estimate includes engineering and professional services, equipment costs associated with the WavTex Pilot Modules, water quality testing, and the construction cost to install and demobilize the pilot with a third party contractor.

APPENDIX A

WavTex Proposal

DRAFT

December 12, 2022

To: Sean Scuras
Garver

Sub: WavTex™ System for Snails MBBR Application: Entex Project #7387 Rev. 2

Dear Sean,

On behalf of Entex Technologies, thank you for the opportunity to present a design concept for your treatment application. Enclosed, please find Entex's WavTex design and budgetary price for the referenced application.

Technology Selection

Entex's WavTex system second generation moving media c/w high-strength, lock-knit EnTextile™ and integral aeration.

Treatment Objective

Max Month Flow (MMF) = 10.28 MGD

Effluent BOD₅ ≤ 20 mg/L

Effluent NH₃-N ≤ 4.1 mg/L

Treatment Concept

The system will be upgraded with an anoxic and aerated WavTex pilot to create a self-sustained, biological process, thereby increasing the amount of stabilized biomass required for BOD and ammonia removal.

Budgetary Pricing: \$248,161.00

Freight: Included

Delivery: 150 days ARO

Sincerely,

Lauren A. Takitch

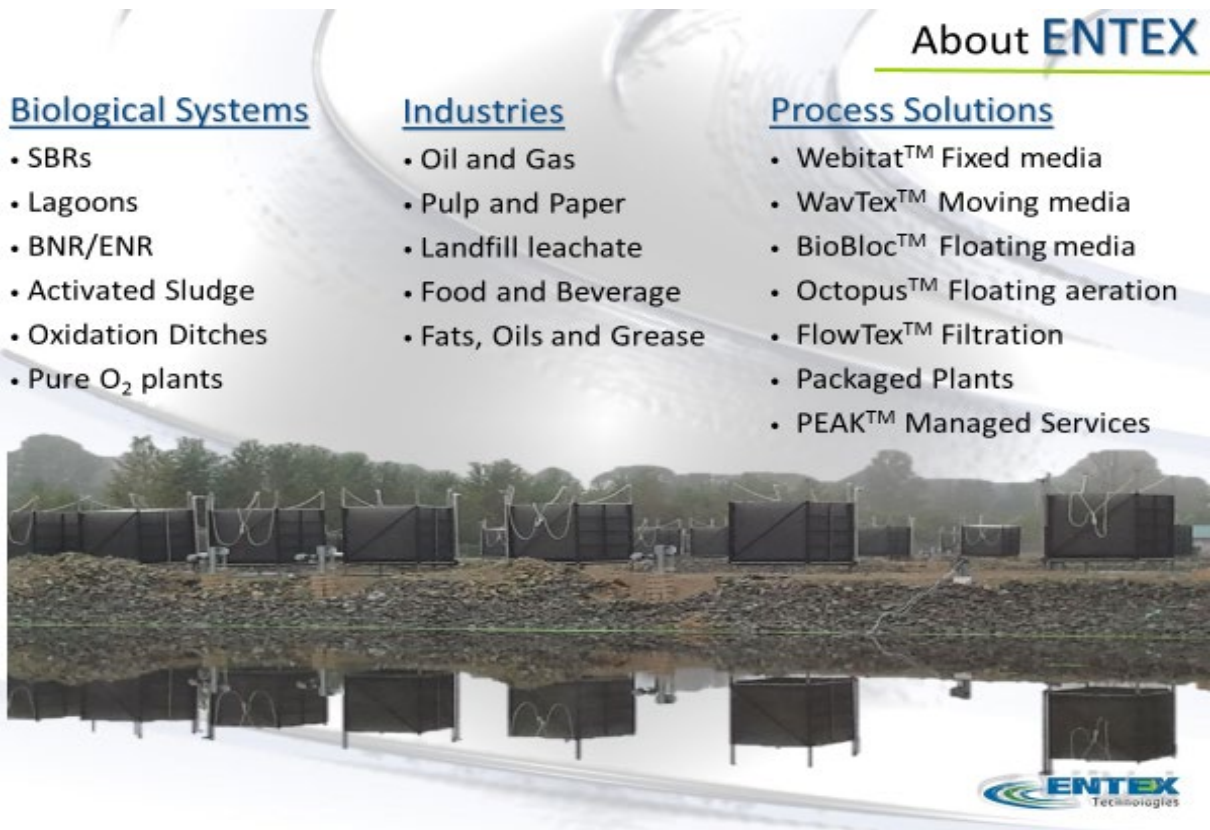
Lauren Takitch
Project Manager

1. About Entex

Entex Technologies offers an unequalled selection of advanced wastewater treatment solutions for municipal and industrial applications alike, including turnkey installation services. Our solutions effectively address space constraints and budget concerns, as well as ever increasing demands for higher quality effluent and increased plant capacity. Technologies provided by Entex have been selected with confidence to treat more than 70 million gallons per day of design capacity.


Entex provides biological systems for carbon and nutrient removal, including phosphorus and nitrogen control. As a provider of both fixed and moving media processes, Entex offers an unbiased design assessment. The Entex team has been involved in over 750 installations with over a combined 100 years of experience. Additionally, Entex offers a flexible suite of tertiary filtration systems that have been Title 22 approved by the State of California for reuse quality effluent. Entex's filtration systems are designed to further polish final effluent and reduce turbidity for reuse purposes.

Entex provides the ability to upgrade treatment facilities to meet the needs of increased capacity and improved effluent discharge requirements, often without the need for additional treatment basins. These systems provide powerful solutions to the challenges facing wastewater treatment systems, offering extraordinary levels of performance typically at a substantially lower cost than conventional solutions.



About **ENTEX**

<h4><u>Biological Systems</u></h4> <ul style="list-style-type: none">• SBRs• Lagoons• BNR/ENR• Activated Sludge• Oxidation Ditches• Pure O₂ plants	<h4><u>Industries</u></h4> <ul style="list-style-type: none">• Oil and Gas• Pulp and Paper• Landfill leachate• Food and Beverage• Fats, Oils and Grease	<h4><u>Process Solutions</u></h4> <ul style="list-style-type: none">• Webitat™ Fixed media• WavTex™ Moving media• BioBloc™ Floating media• Octopus™ Floating aeration• FlowTex™ Filtration• Packaged Plants• PEAK™ Managed Services
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2. About WavTex™

WavTex is a second generation moving media system using Entex's patent pending EnTextile™ media for use in Integrated Fixed-film Activated Sludge (IFAS) and Submerged Fixed-Film (SFF) systems. Independently moving EnTextile media sheets continually wave in the aeration basin in a random motion, ensuring excellent oxygen and substrate transfer.

WavTex is a cost-effective solution for existing activated sludge plants that need more advanced treatment. Because little or no additional tankage is required, WavTex is ideal for plants with limited room for expansion. It is also an excellent choice for space efficient, high performance new plant designs.

WavTex moving flex media provides extensive surface area for biomass growth. The attached biomass population can more than double the effective MLSS concentration. The vigorous motion of the EnTextile media in the aeration basin provides a high shear on the surface of the EnTextile media, maintaining a thin biological film. The thin film provides for high rate biological kinetics.



WavTex Modules in Aeration Tank



EnTextile Media close up

3. Basis and Design Description

Design Basis

This design was based on the following influent flow and characterization and effluent limits:

Influent:

- MMF = 10.28 MGD
- BOD = 12,338 lb/day
- TKN = 1,948 lb/day

Effluent:

Effluent Characteristics		Mass Loading (lb/d)	Concentrations (mg/l unless otherwise specified)		Frequency	Sample Type
		Monthly Avg.	Monthly Avg.	Weekly Avg.		
Flow (mgd) [50050]	Year round	Report Monthly Average and Daily Maximum			Daily	Totalized
Biochemical Oxygen Demand - 5 Day [00310]	Year round	1701	20	30	7/Week	24-hr Composite
Total Suspended Solids [00530]	Year round	2552	30	45	7/Week	24-hr Composite
Ammonia as N (NH₃ - N) [00610]	Year round	349	4.1	9.9 Daily Max.	3/Week ^a	24-hr Composite
E. Coli (MPN/100 ml) [51040]	May – Sep	---	126 Geo. Mean	406 Daily Max.	2/Week	Grab
	Oct – Apr	---	630 Geo. Mean	2030 Daily Max.	1/Week	
Dissolved Oxygen [00300]	May – Sep	---	Minimum: 5.0		Daily	Grab
pH (standard unit) [00400]	Year round	---	6.5 – 9.0		Daily	Grab

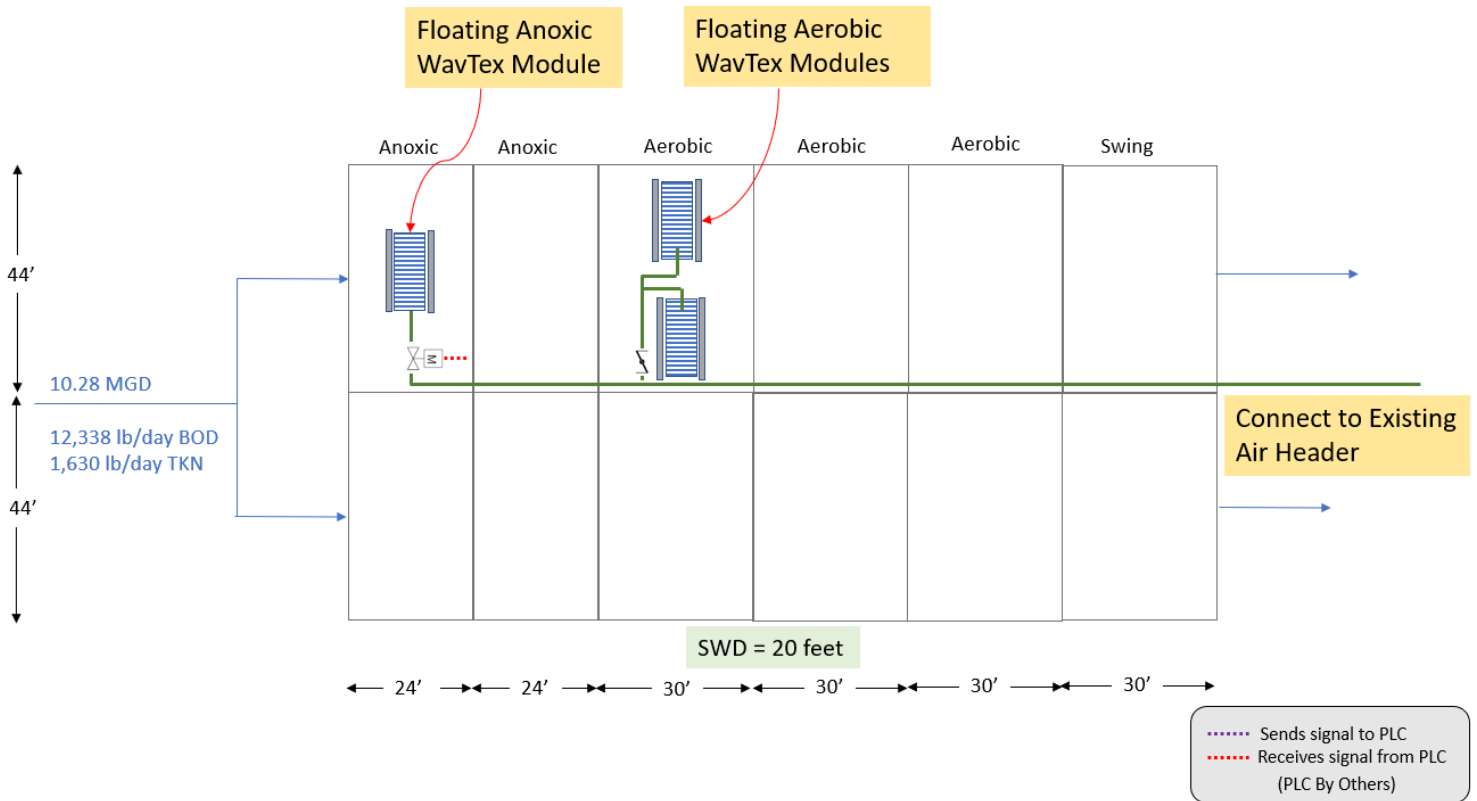
A minimum wastewater temperature of 14 °C was used for this design.

The WWTP currently is experiencing a snail predation problem within their existing floating MBBR media system. The WWTP was previously converted from an RBC system which caused the initial snail issue. Currently the plant consists of two trains, each with 6 zones (2 anoxic and 4 aerobic each), with floating MBBR media in each zone. The MBBR media is breaking severely, however it is unclear if the cause of the breaking is from the snails or elsewhere in the process. Entex is proposing a WavTex hybrid moving/fixed media system be installed in place of the traditional floating MBBR media. The WavTex modules consist of high surface area, self-buoyant media sheets with one edge tethered firmly to a bottom stainless-steel frame. WavTex has been proven successful in upgrades of MBBR systems experiencing media breakage and washout issues. The fabric media is a high strength, lock-knit fabric that won't unravel. Clogging and breaking issues from the snails won't be as pertinent as the media is both free moving and

tethered. Additionally, the WavTex modules each come with an integral coarse bubble aeration grid for a vigorous media scour of approximately 125 scfm each. This will assist in sloughing off excess biomass as well as snails.

Process Flow

Schematics of the proposed process flow is shown below. (Not to scale and arrangement to be optimized.)



The WWTP consists of two trains, each with two anoxic, three aerobic, and one swing zone, as shown in the schematic above. One (1) floating anoxic WavTex module will be supplied and two floating (2) aerobic WavTex modules will be supplied to pilot the equipment. Each WavTex module will be 15 feet long by 6 feet wide and 18 feet tall once immersed in water. Each module will consist of 120 EnTextile media sheets on which the microbiology necessary for BOD and ammonia removal will reside. Note that in the pilot option, only a portion of the fixed biomass inventory required for treatment will be supplied. Each WavTex unit comes assembled with its own dedicated coarse bubble diffuser system for the scouring the EnTextile media. The WavTex modules come pre-assembled and ready to lift into the basins. The WavTex modules will be floated with pontoon-style floats filled with polyurethane foam.

Under normal operation, the anoxic modules will be unaerated. Occasionally, the EnTextile media within the anoxic WavTex module will require a scour to maintain a healthy biofilm

thickness and to prevent snail buildup on the media. One (1) electrically actuated butterfly valve will be installed for the anoxic WavTex module for operating the anoxic scour on a time basis (controls by others). Note that since the anoxic module will typically be unaerated, a mixer or equivalent will be required to maintain suspension of solids in the anoxic zone (mixers, if required, by others).

Each of the aerated WavTex modules will consistently supply 125 scfm via their integral aeration grids for a total of 250 scfm of coarse bubble aeration. This airflow will contribute to a portion of the aeration for treatment and mixing while also scouring the EnTextile media to ensure that a healthy biofilm thickness is maintained and to prevent snail buildup. It was determined a supplemental airflow of 9,556 scfm of coarse bubble aeration is required for full aerobic treatment at the design basis above with an assumed residual DO concentration of 2.0 mg/L. The existing aeration grid is able to supply 7,900 scfm of aeration. As designed, the pilot will only supply a portion of the biology and aeration for treatment. The WavTex modules will tie into the existing aeration header and the air will be conveyed from the existing aeration header to the WavTex modules through an aeration manifold of piping and fittings (by others).

The WWTP currently has three (3) 250 HP turbo blowers, each capable of 3,400 scfm at 10.9 psig. The total blower capacity is 10,200 scfm which is greater than the necessary 250 scfm for scour. Therefore, no additional blower capacity is required for the pilot. The air will be conveyed from the existing aeration header to the WavTex modules through an aeration manifold of piping and fittings (by others).

4. Installation

The WavTex modules will be placed in the tank with a crane or hoist. The floating modules will be moored into place via mooring posts and cables (by others). A 3-inch diameter drop pipe is connected to the aeration grid, terminating approximately 6 inches above the water line with a 3" threaded, male NPT fitting. Connections between the air header and the WavTex aeration grid is made with suitable piping/hoses (by others).

5. Operation and Maintenance

Once installed, the modules are self-cleaning with the integral aeration. The EnTextile material and SS frame structure are estimated to last up to 30 years. WavTex units do not require maintenance beyond maintaining air flow from the blowers. Frames are complete welded 304L SS. Entex's integrated aeration requires no maintenance as it is a non-clog, coarse bubble design.

6. Scope of Supply

A detailed scope of supply will be provided along with a firm quotation. The equipment list utilized to develop this proposal is shown below.

WavTex Modules	A total of one (1) anoxic WavTex module and two (2) aerobic WavTex modules will be provided with EnTextile Media welded 304L SS frames for a grand total of three (3) modules. Each WavTex unit will be approximately 15 ft long x 6 ft wide x 18 ft high and will host 120 sheets of EnTextile media. Floats included. Integrated PVC WavTex aeration included for all units c/w 3-inch diameter drop pipe.
Valves	Entex will supply one (1) electrically actuated butterfly valve for the anoxic WavTex module and two (2) manual butterfly valves for the aerobic WavTex modules.
Technical Documentation	Technical submittals and IO&M manuals.
Site Services	One visit of up to 4 days to supervise installation and start up and to provide operator training.

Additional items included:

- Process Engineering for all equipment, equipment sizing and selection
- Review and approval of P&I Diagram for the ENTEX scope of supply
- Preliminary General Arrangement Drawings, review and approval of final General Arrangement Drawings for the ENTEX supplied equipment
- Review of biological process reactor drawings, excluding structural design
- Manufacturers' service for installation inspection

Items excluded (not all inclusive):

- Unloading and storage of materials on-site
- Concrete tankage, foundation or secondary containment/spill retention.
- Interconnecting piping, hoses, and interconnections.
- Electrical, including motor controllers and all electrical interconnections.
- Start-up and operation, including any analytical work.
- Anchor bolts and/or hold down beams
- Turbidimeter, chemical addition, nutrient addition and chemical analysis.
- Influent and effluent pumping
- Process blowers
- Supplemental aeration equipment
- Anoxic mixers
- Mooring posts and cables
- Controls and instrumentation

- Covers, hoists or walkways
- Installation, other than factory pre-assembled components.
- Customs, duties, insurance, taxes etc.

7. Contact Information

Should you have any questions regarding the material found in this proposal, please do not hesitate to contact Lauren Takitch of Entex Technologies Inc.

Sincerely,

Lauren A. Takitch

Lauren Takitch
Entex Technologies Inc.
400 Silver Cedar Court Suite 200
Chapel Hill, NC 27514
(724) 953-2425
lauren.takitch@entexinc.com



FURTHER INFORMATION





City Manager's Office
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1205

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Ryan Rushing, Director of Operations

DATE: February 28, 2023

SUBJECT: Review of the monthly report on the current condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending January 31, 2023.

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Sheraton Midwest City Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1205.

Fiscal Year 2022-2023	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Revenue												
Budgeted (MTD)	314,473	456,558	454,823	690,957	482,754	280,122	284,994					
Actual (MTD)	215,862	327,994	338,232	298,613	329,258	325,935	257,919					
Budgeted (YTD)	314,473	771,031	1,225,854	1,916,811	2,399,565	2,679,687	2,964,681					
Actual (YTD)	215,862	543,856	882,088	1,180,701	1,509,959	1,835,895	2,093,814					

Expenses												
Budgeted (MTD)	317,640	357,848	352,577	429,679	372,335	303,854	297,787					
Actual (MTD)	270,452	278,272	251,566	289,094	328,384	406,392	357,547					
Budgeted (YTD)	317,640	675,488	1,028,065	1,457,744	1,830,079	2,133,933	2,431,720					
Actual (YTD)	270,452	548,724	800,290	1,089,384	1,417,768	1,824,160	2,181,707					

Revenue vs. Expenses												
Budgeted (MTD)	(3,167)	98,710	102,246	261,278	110,419	(23,732)	(12,793)					
Actual (MTD)	(54,590)	49,722	86,665	9,519	875	(80,457)	(99,628)					
Budgeted (YTD)	(3,167)	95,543	197,789	459,067	569,486	545,754	532,961					
Actual (YTD)	(54,590)	(4,868)	81,798	91,317	92,192	11,735	(87,893)					

Key Indicators												
Hotel Room Revenue	134,971	160,951	204,314	221,621	181,770	158,845	201,462					
Food and Banquet Revenue	72,710	138,792	117,519	78,055	96,521	112,912	70,718					

Fiscal Year 2021-2022	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
Revenue												
Budgeted (MTD)	218,175	269,249	277,204	320,392	287,445	230,076	224,889	303,825	417,312	286,185	422,104	275,068
Actual (MTD)	165,309	267,937	203,272	242,338	106,151	94,137	33,427	22,326	115,512	191,509	188,113	337,364
Budgeted (YTD)	218,175	487,424	764,628	1,085,020	1,372,465	1,602,541	1,827,430	2,131,255	2,548,567	2,834,752	3,256,856	3,531,924
Actual (YTD)	165,309	433,247	636,518	878,856	985,007	1,079,144	1,112,571	1,134,897	1,250,409	1,441,918	1,630,032	1,967,395

Expenses												
Budgeted (MTD)	276,863	304,951	298,180	318,622	307,935	281,813	261,066	303,985	403,234	297,791	342,543	293,360
Actual (MTD)	217,027	271,844	249,791	246,471	124,488	164,155	101,046	105,993	139,185	197,810	221,278	271,866
Budgeted (YTD)	276,863	581,814	879,994	1,198,616	1,506,551	1,788,364	2,049,430	2,353,415	2,756,649	3,054,440	3,396,983	3,690,343
Actual (YTD)	217,027	488,872	738,663	985,134	1,109,622	1,273,777	1,374,823	1,480,816	1,620,001	1,817,810	2,039,089	2,310,954

Revenue vs. Expenses												
Budgeted (MTD)	(56,688)	(35,702)	(20,976)	1,770	(20,490)	(51,737)	(36,177)	(160)	14,078	(11,606)	79,561	(18,292)
Actual (MTD)	(51,718)	(3,907)	(46,520)	(4,133)	(18,337)	(70,017)	(67,619)	(83,667)	(23,673)	(6,301)	(33,165)	65,498
Budgeted (YTD)	(56,688)	(94,390)	(115,366)	(113,596)	(134,086)	(185,823)	(222,000)	(222,160)	(208,082)	(219,688)	(140,127)	(158,419)
Actual (YTD)	(51,718)	(55,625)	(102,145)	(106,278)	(124,615)	(194,633)	(262,251)	(345,919)	(369,592)	(375,892)	(409,057)	(343,559)

Key Indicators												
Hotel Room Revenue	140,152	138,336	115,422	135,084	1,266	2,150	1,452	-	24,220	102,796	124,026	203,942
Food and Banquet Revenue	21,229	120,339	76,791	97,591	91,680	91,702	28,934	20,929	81,770	72,826	51,355	117,938



NEW BUSINESS/
PUBLIC DISCUSSION





MEMORIAL HOSPITAL AUTHORITY AGENDA

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

February 28, 2023 – 6:02 PM

Presiding members: Chairman Matthew Dukes

Trustee Susan Eads

Trustee Pat Byrne

Trustee Megan Bain

Trustee Sean Reed

Trustee Sara Bana

Trustee Rick Favors

City Staff:

General Manager Tim Lyon

Secretary Sara Hancock

Authority Attorney Don Maisch

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion, consideration, and possible action of approving the January 24, 2023 meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration, and possible action of the proposed assignment of the Fiduciary Capital Advisors, Inc. (FCA) Investment Management Consulting Services Agreement from FCA to Segal Advisors, Inc., d/b/a Segal Marco Advisors. (Finance - T. Cromar and City Attorney - D. Maisch)
3. Discussion, consideration, and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance - T. Cromar)
4. Discussion, consideration, and possible action of approving eleven of the thirteen funding recommendations of the Board of Grantors to the eligible FY 2022-2023 grant applicants not to exceed \$451,233 of the \$557,333 budgeted funds. (General Manager - Tim Lyon)
5. Discussion, consideration, and possible action of approving two of the thirteen funding recommendations of the Board of Grantors to the eligible FY 2022-2023 grant applicants not to exceed \$106,100 of the \$557,333 budgeted funds. (General Manager - Tim 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 Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

D. ADJOURNMENT.



DISCUSSION ITEMS



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 24, 2023

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 8:44 PM with the following members present:

Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Megan Bain	Trustee Rick Favors	Authority Attorney Don Maisch

DISCUSSION ITEMS.

1. Discussion, consideration, and possible action of approving the January 10, 2023 meeting minutes.

Reed made a motion to approve the minutes, seconded by Eads. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

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

No action needed.

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

ADJOURNMENT.

There was no further business, Chairman Dukes adjourned the meeting at 8:45 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



City Attorney, Donald D. Maisch

100 N. Midwest Boulevard
Midwest City, OK 73110
DMaisch@midwestcityok.org
Office: 405.739.1203
www.midwestcityok.org

MEMORANDUM

To: Chair and Trustees of the Midwest City Memorial Hospital Authority

From: Tiatia Cromar, Finance Director and Donald D. Maisch, City Attorney

Date: February 28, 2023

RE: Discussion, consideration, and possible action of the proposed assignment of the Fiduciary Capital Advisors, Inc. (FCA) Investment Management Consulting Services Agreement from FCA to Segal Advisors, Inc., d/b/a Segal Marco Advisors. (T. Cromar – Finance Director and D. Maisch – City Attorney).

Representatives of FCA and the General Manager of the Hospital Authority have had several communications and have mutually agreed it is time for the Investment Management Consulting Services Agreement to be assigned in accordance with Paragraph 8 of the Agreement. Segal Advisors, Inc. d/b/a Segal Marco Advisors has been working with FCA on the Agreement and has met with Hospital Authority representatives several times. Segal Marco understands the financial needs and protections that are necessary of the Hospital Authority. Segal Marco has agreed to the assignment. If approved the assignment that is included with this agenda item will be executed by all parties.

This assignment will be in effect for the remainder of the Agreement term (June 30, 2023). A new Agreement will need to be negotiated between the Hospital Authority and Segal Marco moving forward.

Respectfully submitted,

Donald D. Maisch
City Attorney

**ASSIGNMENT OF
INVESTMENT MANAGEMENT CONSULTING SERVICES
AGREEMENT**
between
FIDUCIARY CAPITAL ADVISORS, INC
And
THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

THE ASSIGNMENT OF THIS INVESTMENT MANAGEMENT CONSULTING SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The Midwest City Memorial Hospital Authority, a public trust created pursuant to state law for the benefit of the City of Midwest City (hereinafter referred to as “**Authority**”), Fiduciary Capital Advisors, Inc., (hereinafter referred to as “**FCA**”), and Segal Advisors, d/b/a Segal Marco Advisors (hereinafter referred to as “**Segal**”), (**Authority, FCA and Segal** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, The Authority and FCA originally entered into the initial **Agreement** on September 17, 1996; and

WHEREAS, The Authority and FCA originally entered into the First Amendment to the **Agreement** on July 22, 2003; and

WHEREAS, paragraph eight (8) of the First Amendment to the **Agreement** that “[i]t is understood by and between the parties to this Agreement that it may not be assigned by either parts without the prior written consent of the other”; and

WHEREAS, due to a change in circumstances, **FCA** is in need of and agrees to assign the **Agreement** to **Segal**; and

WHEREAS, Segal agrees to accept the assignment of the **Agreement** from **FCA**; and

WHEREAS, The Authority consents to the assignment of the **Agreement** from **FCA** to **Segal**.

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

1. That **FCA** hereby assigns the **Agreement** to **Segal**.
2. That **Segal** hereby accepts the assignment of the **Agreement** from **FCA**.

**ASSIGNMENT OF
INVESTMENT MANAGEMENT CONSULTING SERVICES
AGREEMENT**
between
FIDUCIARY CAPITAL ADVISORS, INC
And
THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

3. That the **Authority** hereby consents to the assignment of the **Agreement** from **FCA** to **Segal**.

4. That for purposes of the **Agreement**, and any amendment there to, **Fiduciary Capital Advisors** or **FCA** shall be replaced by **Segal Marco Advisors** or **Segal**.

5. That paragraph ten (10) shall be amended by removing the contact information for **Fiduciary Capital Advisors**, and replace the information with:

Segal Marco Advisors
400 Galleria Parkway, Suite 1470
Atlanta, Georgia 30339-1700

6. That all other terms and conditions of the original **Agreement** and all amendments thereto shall remain in full force and effect.

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

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**ASSIGNMENT OF
INVESTMENT MANAGEMENT CONSULTING SERVICES
AGREEMENT**
between
FIDUCIARY CAPITAL ADVISORS, INC
And
THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

The assignment to this **Agreement** is hereby entered into and executed by:

FCA:

By: _____
(signature)

Name: _____

Title: _____

Date: _____

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**ASSIGNMENT OF
INVESTMENT MANAGEMENT CONSULTING SERVICES
AGREEMENT**
between
FIDUCIARY CAPITAL ADVISORS, INC
And
THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

The assignment to this **Agreement** is hereby entered into and executed by:

Segal:

By: _____
(signature)

Name: J. Keith Reynolds

Title: Vice-President and Senior Consultant

Date: _____

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**ASSIGNMENT OF
INVESTMENT MANAGEMENT CONSULTING SERVICES
AGREEMENT**
between
FIDUCIARY CAPITAL ADVISORS, INC
And
THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

APPROVED and **SIGNED** by the General Manager for the Midwest City Memorial Hospital Authority this _____ day of _____, 2023.

Tim Lyon, General Manager

Sara Hancock, Secretary

REVIEWED for form and legality.

Donald D. Maisch, Attorney



Memorial Hospital Authority

General Manager/Administrator, Tim Lyon
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1201
tlyon@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: February 28, 2023

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

This item is 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



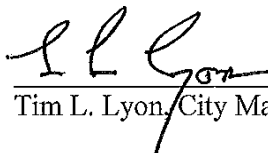
Midwest City Memorial Hospital Authority
100 North Midwest Boulevard Midwest City, OK 73110
Office (405) 739-1207
tlyon@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

To: Midwest City Memorial Hospital Authority Trustees
From: Tim Lyon, General Manager/Administrator
Date: February 22, 2022
Subject: Discussion, consideration, and possible action of approving eleven of the thirteen funding recommendations of the Board of Grantors to the eligible FY 2022-2023 grant applicants not to exceed \$451,233 of the \$557,333 budgeted funds.

The Board of Grantors met on January 19, 2023 to review the eligible FY 2022-23 grant applications and make their recommendations for the Memorial Hospital Authority Trustees. They unanimously approved the following recommendations totaling \$557,333 to bring before you for consideration of approval. Due to legal reasons, we needed to separate two of the items.

Applicant	Grant Project Summary/Purpose/Purchase	Recommended Funding
MWC Eng. & Con.	Purchase and install Benches along new Mid-America Trail.	\$15,000
MWC Eng. & Con.	Purchase and install Blue Lights along new Mid-America Trail.	\$54,306
MWC Police	Purchase trailer and speed sign for traffic data and stats.	\$29,837
St. M.U.M. Church	Purchase building materials and hire contractors to refurbish donated space.	\$36,000
American Legion Post 170	Automation Improvements - 3 new PCs/1 laptop/3 printers.	\$5,490
MWC Soccer Club	Purchase and install safety fence.	\$21,600
MWC Fire	Purchase 82 sets of dual certified gear for fire staff.	\$95,000
C.A.H.S.	PCs/Gaming equipment for new Esports Program.	\$4,000
Mission Mid-Del, Inc.	Purchase of a Used Box Truck.	\$40,000
MWC Golf Course	Purchase and install safety fence between Golf Course and Joe B. Barnes Regional Park.	\$100,000
MWC Com. Dev.	Restore and install original Skytrain letters at the new Atkinson Park.	\$50,000
	Total	451,233


Tim L. Lyon, City Manager



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, consideration, and possible action of approving two of the thirteen funding recommendations of the Board of Grantors to the eligible FY 2022-2023 grant applicants not to exceed \$106,100 of the \$557,333 budgeted funds.

The Board of Grantors met on January 19, 2023 to review the eligible FY 2022-23 grant applications and make their recommendations for the Memorial Hospital Authority Trustees. They unanimously approved the following recommendations totaling \$557,333 to bring before you for consideration of approval. Due to legal reasons, we needed to separate two of the items.

Applicant	Grant Project Summary/Purpose/Purchase	Recommended Funding
Mid-Del Technology Center	STEM summer camp for 6-8 grade students.	\$13,000
Mid-Del Group Homes	Build a safe loading dock.	\$93,100
	Total	\$106,100


Tim L. Lyon, City Manager



NEW BUSINESS/
PUBLIC DISCUSSION





MIDWEST CITY SPECIAL UTILITIES AUTHORITY AGENDA
City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

February 28, 2023 – 6:03 PM

Presiding members: Mayor Matthew Dukes

Trustee Susan Eads

Trustee Pat Byrne

Trustee Megan Bain

Trustee Sean Reed

Trustee Sara Bana

Trustee Rick Favors

City Staff:

General Manager Tim Lyon

Secretary Sara Hancock

Authority Attorney Don Maisch

A. CALL TO ORDER.

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

1. Discussion, consideration, and possible action of approving the January 24, 2023 meeting minutes. (Secretary - S. Hancock)

2. Discussion, consideration and possible action to approve, a resolution of the Midwest City Utilities Authority declaring Lots 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 3F and 3G of Soldier Creek Industrial Park, an addition to the City of Midwest City, Oklahoma County, Oklahoma (a/k/a +/- 11.73 acres) surplus, and amending and/or approving that certain “Agreement for the Purchase and Sale of Real Estate”, by and Between the Midwest City Utilities Authority and American Glass, Inc. (the “Real Estate Agreement”); Authorizing and directing execution and delivery of the Real Estate Agreement; and containing other provisions relating thereto. (Economic Development – R. Coleman)

3. Discussion, consideration and possible action to authorize American Glass, Inc. to seek zoning amendment(s), subdivision approval and/or building permit(s) approval for Lots 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 3F, 3G of Soldier Creek Industrial Park, an Addition to the City of Midwest City, Oklahoma County, Oklahoma on behalf of the Midwest City Utilities Authority. (Economic Development – R. Coleman)

C. PUBLIC DISCUSSION. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

D. ADJOURNMENT.



CONSENT AGENDA



Notice for the Midwest City 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.midwestcityokorg).

**Midwest City Utilities Authority Minutes
Special Meeting**

January 24, 2023

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

Chairman Matt Dukes called the meeting to order at 6:31 PM with the following members present:

Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Megan Bain	Trustee Rick Favors	Authority Attorney Don Maisch

EXECUTIVE SESSION

1. Discussion, consideration, and possible action of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of the real property located within the City at the Soldier Creek Industrial Park (N/2, Sec. 27, T12N, R02W, I.M.) less and except Lot 1; and 2) in open session, authorizing the General Manager/Administrator to take action as appropriate based on the discussion in executive session.

At 6:31 PM Eads made a motion to enter into Executive Session, seconded by Reed. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried

AT 8:16 PM Eads made a motion to return to open session, seconded by Reed. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

*Returned to meeting at 8:45 PM.

No Action Taken.

DISCUSSION ITEM.

1. Discussion, consideration, and possible action to approve the December 13, 2022 meeting minutes.

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

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:46 PM.

ATTEST:

SARA HANCOCK, Secretary

MATTHEW D. DUKES II, Chairman



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

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: February 28, 2023

Subject: 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 and 3G of Soldier Creek Industrial Park, an addition to the City of Midwest City, Oklahoma County, Oklahoma (a/k/a +/- 11.73 acres) surplus, and amending and/or approving that certain "Agreement for the Purchase and Sale of Real Estate", by and Between the Midwest City Utilities Authority and American Glass, Inc. (the "Real Estate Agreement"); Authorizing and directing execution and delivery of the Real Estate Agreement; and containing other provisions relating thereto. (Economic Development – R. Coleman)

American Glass, Inc. ("AG") currently operates glass wall assembly facilities in Oklahoma City and Tulsa as well as a warehouse in Cleveland (OK). Its leadership wants to consolidate operations into a large, modern facility that will employ 70 – 100 in the business of creating glass panel wall assemblies typically used in commercial building construction.

AG will have a 180-day due diligence period to consider the property. During this time, a zoning amendment application will be considered (See next item) as well as a Development Assistance Agreement ("DAA"). It is likely we will also pursue an amendment to the North Side Improvement District Project Plan to facilitate any incentives committed to the project in the DAA.

Please direct any question to Economic Development Director Robert Coleman at (405) 739-1218.

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

Tim Lyon
General Manager/Administrator

Attachment: Resolution
Agreement for the Purchase and Sale

RESOLUTION NO. _____

A RESOLUTION OF THE MIDWEST CITY UTILITIES AUTHORITY DECLARING LOTS 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 3F, AND 3G, OF SOLDIER CREEK INDUSTRIAL PARK, AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA. (A/K/A +/- 11.73 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 AMERICAN GLASS, INC. (THE “REAL ESTATE AGREEMENT”); AUTHORIZING AND DIRECTING EXECUTION AND DELIVERY OF THE REAL ESTATE AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Midwest City Utilities Authority, an Oklahoma public trust (hereinafter, the “Utilities Authority”), in its effort to create jobs and to expand local economic development opportunities previously acquired certain personal property for the purpose of developing the Soldier Creek Industrial Park (hereinafter “SCIP”),

WHEREAS, American Glass, Inc., an Oklahoma corporation (hereinafter, the “Company”), intends to develop, construct, equip and operate a glass wall panel assembly facility within SCIP in Midwest City, Oklahoma (hereinafter, the “AG Facility”), and to create between 70 and 100 new direct jobs at the AG Facility, with salaries and benefits equal to or higher than the current average now obtaining within Oklahoma County (hereinafter, the “Project”); and

WHEREAS, in exchange for the Company’s agreement to undertake the Project, the Midwest City Utilities Authority, an Oklahoma public trust (hereinafter, the “Utilities Authority”), has agreed to sell land owned by the Utility Authority in the Soldier Creek Industrial Park to the Company, pursuant to the terms and conditions of that certain “Agreement for the Purchase and Sale of Real Estate”, by and between the Utilities Authority and the Company (hereinafter, the “Real Estate Agreement”); and

WHEREAS, the Trustees of the Utilities Authority have determined that it is in the best interests of the residents of Midwest City, Oklahoma that the Real Estate Agreement be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND TRUSTEES OF THE MIDWEST CITY UTILITIES AUTHORITY, AS FOLLOWS:

SECTION 1. Declaring the Property as Surplus. The Trustees of the Midwest City Utilities Authority hereby declare Lots 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 3F, and 3G of SOLDIER CREEK INDUSTRIAL PARK, an Addition to the City of Midwest City, Oklahoma County, Oklahoma. (a/k/a +/- 11.73 acres located in the North Half of Section 27, Township 12 North, Range 2 West of the Indian Meridian, as surplus, and authorizing the General Manager/Administrator to dispose of the property as provided for in the Real Estate Agreement.

SECTION 2. Approving the Terms and Conditions of the Real Estate Agreement. The Trustees of the Midwest City Utilities Authority hereby approve that certain “Agreement for the Purchase and Sale of Real Estate”, dated as of its date of execution, by and between the Utilities

Authority and the Company (the “Real Estate Agreement”), in substantially the form submitted at this meeting, with such changes as made be hereafter approved by the Chairman of the Utilities Authority.

SECTION 3. Authorizing and Directing Execution and Delivery of the Real Estate Agreement and All Related Instruments. The Chairman and the Secretary are hereby authorized and directed to execute and deliver the Real Estate Agreement and such other instruments as may be necessary or appropriate in order to effectuate the execution and delivery of the Real Estate Agreement.

PASSED AND APPROVED by the Chairman and Trustees of the Midwest City Utilities Authority this _____ day of February, 2023.

MIDWEST CITY UTILITIES AUTHORITY

Matthew D. Dukes II, Chairman

ATTEST:

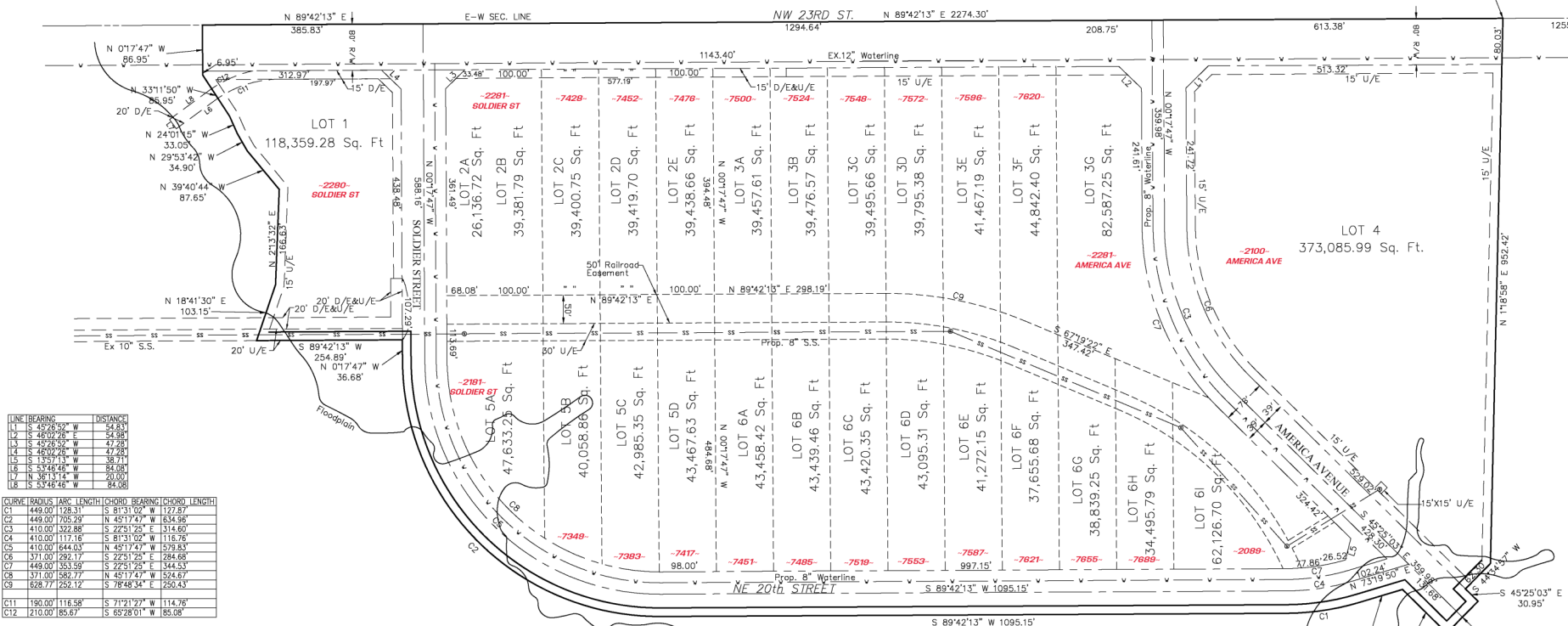
Sara Hancock, City Secretary

APPROVED as to form and legality this _____ day of February, 2023.

Don Maisch, Counselor

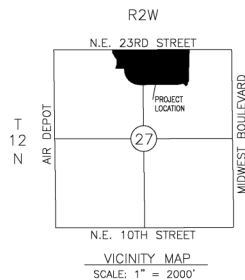
FINAL PLAT
SOLDIER CREEK INDUSTRIAL PARK
 A PART OF THE NORTH HALF, SECTION 27, T12N, R2W, I.M. AND
 CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

P.O.C.
 N.E. COR., N.E. 1/4, SEC. 27
 T12N, R2W, I.M.



LINK BEARING	DISTANCE
L1 S 45°28'52" W	54.83'
L2 S 46°02'28" E	54.98'
L3 S 49°08'32" W	47.28'
L4 S 48°09'25" W	47.79'
L5 S 33°51'13" W	58.71'
L6 S 33°44'45" W	54.90'
L7 N 38°13'14" W	50.00'
L8 S 33°44'45" W	54.98'

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	449.00	126.31	S 81°31'02" W	172.87'
C2	449.00	705.29	N 45°17'47" W	834.96'
C3	410.00	322.86	S 22°31'25" E	314.60'
C4	410.00	117.16	S 81°31'02" W	116.76'
C5	410.00	644.03	N 45°17'47" W	579.83'
C6	371.00	292.17	S 22°31'25" E	284.88'
C7	449.00	353.59	S 22°31'25" E	344.33'
C8	371.00	582.77	N 45°17'47" W	524.67'
C9	628.77	252.12	S 78°48'34" E	250.43'
C11	190.00	116.58	S 71°21'27" W	114.76'
C12	210.00	85.67	S 65°28'01" W	85.08'



- NOTES:
1. A SIDEWALK IN ACCORDANCE WITH CITY SPECIFICATIONS SHALL BE REQUIRED ON EACH LOT AT THE BUILDING PERMIT STAGE WITH INSTALLATION PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
 2. UNLESS OTHERWISE NOTED, THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS FEET.
 3. EASEMENTS SHOWN HEREON BY SPECIFIC RECORDING DATA ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE NOT DEDICATED AS A PART OF THIS PLAT.

Golden Land Surveying
 920 N.W. 139th St. Pkwy, Oklahoma City, Oklahoma 73013
 Telephone: (405) 802-7883
 C.A. #7263 Exp. 6/30/2021
 troy1745@gmail.com

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for Purchase and Sale of Real Estate made and entered into this ____ day of _____, 2023, by and between the Midwest City Utilities Authority, an Oklahoma public trust (the "Seller"), and American Glass, Inc., an Oklahoma corporation, or permitted assigns (the "Buyer"), is made with reference to the following facts:

- (i) Seller owns certain real property located in Oklahoma County, Oklahoma, containing approximately 11.73 gross acres of vacant land, as more particularly described on Exhibit "A," attached hereto and made a part hereof.
- (ii) Seller desires to sell and Buyer desires to purchase such real property, all improvements thereon and appurtenances thereunto belonging ("Property"), in accordance with the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other fair and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale. Seller agrees to sell, and Buyer agrees to purchase, the Property for the consideration and on the terms hereinafter provided, free and clear of all mortgages, security interests, liens, encumbrances and charges whatsoever.

2. Purchase Price. The purchase price for the Property shall be Three Hundred Six Thousand Five Hundred Forty Dollars and No Cents (\$306,540.00), payable as follows:

2.1. Earnest Money. The sum of Fifty Thousand Dollars (\$50,000.00) (the "Earnest Money") shall be delivered to Chicago Title Oklahoma, Attn: Dawn Brooks, 210 Park Avenue, Suite 210 Oklahoma City, Oklahoma 73102; (405) 810-2400; dawnb@ctt.com (the "Escrow Agent"), within Two (2) business days of the execution of this Agreement by both parties, and shall be held by said Escrow Agent under the terms and conditions of this Agreement, to be applied to the Purchase Price payable at Closing. The Escrow Agent may place said Earnest Money in an interest bearing account, and the party to whom said Earnest Money is ultimately delivered shall receive any such interest earned.

2.2. Cash. The sum of Two Hundred Fifty-Six Thousand Five Hundred Forty Dollars and No Cents (\$256,540.00) shall be paid by Buyer to Seller by bank cashier's or certified check or wire transfer, at Closing.

3. Closing. The consummation of the transaction and the delivery of the documents referred to herein shall occur at the "Closing". The Closing shall take place within thirty (30) days after (a) the Property has been rezoned for Buyer's Intended Use as set forth in Section 8.8 below, or (b) the expiration of the Access and Feasibility Study Period,

whichever is later. The Closing shall take place at the office of the Escrow Agent or by mail-away closing.

4. Title Material. Seller shall obtain and furnish to Buyer a commitment for title insurance from Chicago Title Insurance Company on said Property showing a merchantable title in the Seller, according to the standards adopted by the Oklahoma Bar Association, free and clear of all liens and encumbrances except those shown herein. The Buyer shall have fourteen (14) days to have the commitment examined and furnish any objections in writing to the Seller, and the Seller shall have not to exceed sixty (60) days from the notice thereof to correct such defects, unless such time is further extended by mutual agreement in writing. If Seller is unable to cure or elects not to cure any of Buyer's objections, Buyer may elect to either (a) accept title as it is and proceed to Closing without a reduction in the Purchase Price, or (b) terminate this Agreement and its Earnest Money and any interest shall be returned and the parties shall have no further obligations to each other. Said commitment is to be delivered to the attorney for Buyer for examination.

5. Representations and Warranties.

5.1. Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

(a) **Condemnation.** Seller has no knowledge and has not received any written notice that the Property, or any part thereof, is or will be the subject of or affected by any condemnation, eminent domain, or similar proceeding.

(b) **Litigation.** To Seller's knowledge, there is no existing or threatened action, suit or proceeding affecting the Property, or any part thereof, or relating to or arising out of the ownership and use of the Property or any part thereof, in any Court or before or by any Federal, State, County or Municipal department, commission, board, bureau, agency or governmental instrumentality.

(c) **Legal Compliance.** To Seller's knowledge, Seller has complied with all Federal, State and local laws and administrative regulations relating to the ownership of the Property.

(d) **Options.** Seller has not granted to any person, firm or other entity a right or option to acquire the Property, or any part thereof, which has not been heretofore terminated in full.

(e) **Taxes.** All general taxes and special assessments relating to the Property due and payable with respect to calendar years prior to 2023 shall have been paid in full and discharged prior to Closing.

5.2. Buyer's Representations and Warranties. The Buyer represents and warrants to Seller that Buyer has the authority and power to enter into and carry out the provisions of this Agreement; and that the execution and performance of this Agreement will not conflict with or result in any breach of the terms and provisions of any instrument or agreement to which Buyer is a party.

5.3. Survival. The foregoing representations and warranties of Seller and Buyer shall survive the Closing for a period of one (1) year.

6. Access and Feasibility Study. Seller shall provide Buyer, Buyer's agents and employees, access to the Property for the purpose of conducting, at Buyer's sole cost, liability and expense, (from which Buyer shall indemnify and hold Seller harmless), feasibility, adequacy of drainage, environmental, engineering and topographic studies, including inspections, surveys, test borings, soil analyses and all other studies, tests, inspections, analyses and surveys reasonably necessary in the opinion of Buyer to establish to Buyer's satisfaction that the Property is suitable for Buyer's intended use and that utilities are reasonably available to the Property. Buyer shall also be able to review the Development Agreement, defined in Paragraph 22(c) below. All of Buyer's obligations hereunder shall be subject to such studies, tests, inspections, analyses, surveys and satisfactory review of the Development Agreement. If, within One Hundred Eighty (180) days after the execution of this Agreement ("Access and Feasibility Study Period", Buyer should determine that the Property is unsuitable or that the Development Agreement is not acceptable, Buyer may, at Buyer's option, (i) accept the condition of the Property and the Development Agreement and proceed to Closing; or, (ii) terminate this Agreement by notice in writing to Seller, in which event after the return of the Earnest Money and any interest to Buyer, neither party shall have any further obligations to the other hereunder. Upon the expiration of the Access and Feasibility Study period, if Buyer has not elected to terminate the Agreement, the Earnest Money shall become non-refundable, except in those circumstances as provided for herein.

7. Condition of Property. Pending Closing, Seller shall maintain the Property in the condition existing as of the date hereof, ordinary wear and tear excepted.

8. Conditions Precedent. The obligation of Buyer hereunder at Closing shall be subject, at Buyer's option, to the following conditions:

8.1. Performance by Seller. The Seller shall perform all its obligations to be performed hereunder at or prior to Closing.

8.2. Representations and Warranties. All representations and warranties of the Seller hereunder shall be true and correct as of Closing.

8.3. Title. Marketable title to the Property shall be vested in Seller in fee simple absolute, subject to no mortgage, pledge, lien, encumbrance, security interest or

charge, except such matters as shall have been approved by Buyer in writing. "Marketable title" shall be determined according to current title standards adopted by the Oklahoma Bar Association.

8.4. Condemnation. Neither the Property, nor any part thereof, shall have been condemned by any authority having that right and power, nor shall the Property or any part thereof be the subject of any pending or threatened eminent domain proceeding.

8.5. Alteration. Neither the Property, nor any part thereof, shall have been materially altered prior to Closing.

8.6. Environmental Audit. Seller has provided Buyer with an existing Phase I of the Property. Seller shall provide Buyer with an updated Phase I of the Property. Buyer shall have until the expiration of the Access and Feasibility Study period to notify Seller of the acceptability of such Phase I. If no notice is given to Seller by Buyer within such time, the Audit shall be deemed acceptable.

8.7. Survey. Seller shall obtain an ALTA survey of the Property in a form acceptable to induce survey protection under the title commitment called for herein. The cost of such ALTA survey shall be paid by Seller.

8.8. Rezoning/PUD Amendment. The Buyer intends to use the Property to construct a 100,000 square foot window production facility ("Intended Use"). The Property is currently zoned as PUD PC 1766, which must be amended in order to allow the Property to be used for Buyer's Intended Use. Additionally, Buyer understands that Seller has an inherent interest in the use of the Property and agrees that the PUD amendment shall also include certain prohibited uses of the Property, which Seller shall provide to Buyer to be incorporated into the PUD amendment application. Upon Escrow Agent's receipt of the Earnest Money, Seller shall provide its authorization for Buyer to commence the PUD amendment process, which may take up to One Hundred Eighty (180) days to complete. If Buyer is unable to obtain the necessary approvals to obtain an amendment to the PUD, Buyer may terminate this Agreement upon written notice to Seller and Buyer's Earnest Money shall be returned to Buyer and the parties shall have no further obligations to the other hereunder.

9. Conditions Precedent to Seller's Obligations. The Seller's obligations hereunder shall be subject, at its option, to the conditions that Buyer perform all Buyer's obligations to be performed hereunder at or prior to Closing and that all representations and warranties of the Buyer hereunder are true and correct as of Closing.

10. Termination of Agreement.

10.1. Termination. Either party may terminate this Agreement, at or prior to Closing, by written notice to the other party if any of the conditions precedent to that party's obligations hereunder shall have not been satisfied within the times prescribed herein.

10.2. Return of Earnest Money and Interest to Buyer. If this Agreement is terminated by Buyer on account of Seller's failure or inability to satisfy any condition precedent to Closing, and Buyer is unwilling to waive such condition, neither party shall have any further obligations hereunder except that Escrow Agent shall promptly refund to Buyer the Earnest Money delivered in escrow pursuant to paragraph 2.1 hereof.

10.3. Delivery of Earnest Money and Interest to Seller. In the event Buyer refuses or is unable to close the transaction described herein despite the satisfaction of all conditions precedent to Buyer's obligations hereunder, Escrow Agent shall deliver the Earnest Money delivered in escrow, pursuant to paragraph 2.1 hereof, to Seller as full and complete liquidated damages, and without further liability of either party to the other and, in such event, neither party shall have any further obligations hereunder.

10.4. Specific Enforcement. In the event that Seller refuses or is unable to close this transaction despite the satisfaction of all conditions precedent to Seller's obligations hereunder, Buyer shall be entitled, at Buyer's option, to specifically enforce the terms of this Agreement. The prevailing party shall be awarded reasonable attorney fees and costs.

11. Transactions at Closing. The following transactions shall take place at Closing:

11.1. Warranty Deed. A General Warranty Deed, in Oklahoma statutory form and describing the Property, shall be executed and delivered by Seller to Buyer.

11.2. Documentary Stamp Taxes. Seller shall pay all sums necessary for the purchase of Documentary Stamps required to be affixed to the Warranty Deed under Oklahoma law.

11.3. Proration of Taxes. All Ad Valorem Taxes accruing or assessed with respect to the Property during the calendar year 2023 shall be prorated on the basis of the calendar year 2023 between Buyer and Seller as of the date of Closing. If the amount of such general taxes cannot be ascertained at Closing, such proration shall be on the basis of taxes assessed with respect to the previous calendar year, but shall be subsequently adjusted when such determination can be made.

11.4. Payment. Buyer shall pay to Seller, by certified or bank cashier's check or wire transfer, all sums owed under subparagraph 2.2 hereof, and the amount held

by Escrow Agent in accordance with paragraph 2.1 hereof shall be delivered to Seller.

12. Cooperation of Seller. Seller shall deliver to Buyer, immediately upon Seller's execution hereof, any surveys, prior title policies, environmental reports, or soil reports, pertaining to the Property, that the Seller has in its possession.

13. Expenses. Except as otherwise provided herein, expenses shall be paid as follows: a) Abstracting & title commitment: Seller; b) Title policy: Buyer; c) ALTA Survey: Seller; d) Closing or escrow fee: Seller; e) Documentary Stamps: Seller; f) Mortgage Tax: Buyer; g) Loan costs: Buyer. Each party will bear and pay its own expenses and professional fees of negotiation and consummating the transactions contemplated hereby.

14. Brokers. Malek Massad with Skybridge Real Estate has been Seller's broker to this transaction, whose commission shall be paid by Seller pursuant to separate agreement. Bart James with JKJ Realty has been Buyer's broker to this transaction, whose commission shall be paid by Seller pursuant to separate agreement. The parties agree that there has been no other broker, finder or other intermediary involved in this transaction and each party shall indemnify the other against all loss, cost, damage or expense, including attorney fees, should any such broker, finder or intermediary make any claim against the nondefaulting party.

15. Notices. All notices, requests, demands, instructions, other communications called for hereunder or contemplated hereby shall be in writing and shall be deemed to have been given if sent by overnight delivery, email transmission, personally delivered in return for a receipt, or if mailed by registered or certified mail, return receipt requested, three days after the date of such mailing, to the parties at the addresses set forth below. Any party may change the address to which notices are to be given hereunder by giving notice in the manner herein provided.

15.1. Seller. Notices to Seller shall be addressed as follows:

Midwest City Utilities Authority
Attn: Robert Coleman
100 N. Midwest Boulevard
Midwest City, OK 73110-4327
Phone: (405) 739-1218
Email: rcoleman@midwestcityok.org

Copy to:

Katharine C. Oakley
3048 N. Grand Boulevard
Oklahoma City, OK 73107

Phone: (405) 659-2045
Email: katieoakley786@gmail.com

15.2 Buyer. Notices to Buyer shall be addressed as follows:

American Glass, Inc.
Attn: Sam Godair
4600 W 21st Street
Tulsa, OK 74107
Phone: (918) 583-2728
Email: Sam.Godair@glassandmetal.com

Copy to:

Daffern Law Firm, PLLC
Attn: Eric Daffern
1660 E. 71st Street, Suite J
Tulsa, OK 74136
Phone: (918) 746-7640
Email: eric@daffernlawfirm.com

16. Time of the Essence. Time shall be of the essence with respect to the performance by the parties of their respective obligations hereunder.

17. Whole Agreement – No Oral Modifications. This Agreement embodies all the representations, warranties and agreements of the parties hereto and may not be altered or modified except by an instrument in writing signed by the parties.

18. Benefit of Agreement. This Agreement shall be binding and inure to the benefits of the parties and their respective heirs, successors and assigns.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma applicable to contracts. Any legal action arising from the contract must be filed in the proper State or Federal Court located in Oklahoma County.

20. Counterparts and Signatures. This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same instrument. Confirmed facsimile and electronic signatures are binding.

21. Offer Available. The foregoing offer is made subject to acceptance in writing hereon by the Seller on or before 5:00 p.m. Central Time, the 21st day of February, 2023, and the return of an executed copy to the undersigned of this document. If not so accepted, this offer shall be deemed withdrawn and of no force and effect.

22. Miscellaneous Provisions. The parties agree as follows:

(a) Formal Approval of Agreement. Buyer acknowledges that this Agreement and the Closing contemplated hereunder are wholly contingent upon the Seller obtaining the formal approval of the Midwest City Utilities Authority in an open meeting.

(b) Warranty Deed Restriction. Buyer acknowledges that the Warranty Deed shall contain language that the Property shall remain on the tax rolls of Oklahoma County and the City of Midwest City in perpetuity so that the Property shall never be exempt from taxes, regardless of the status of the owner of the Property.

(c) Economic Development Assistance Agreement. Seller has agreed to provide Buyer with certain incentives in exchange for the timely development of the Property the terms of which shall be set forth in an Economic Development Assistance Agreement (“Development Agreement”) which shall be provided to Buyer for review during the Access and Feasibility Study period. The Development Agreement shall be executed by Buyer and Seller at or prior to Closing.

(d) 1031 Exchange. Seller and/or Buyer agree to execute any and all documents necessary to effectuate a 1031 tax deferred exchange on the behalf of Seller and/or Buyer so long as such execution does not result in any expense to the non-participating party.

(e) Assignment. Buyer may not assign this Agreement without Seller’s written consent.

(f) Disclaimer of Warranties. At time of Closing, except for the warranty of title set forth in the deed of conveyance, and as otherwise set forth herein, Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (i) the nature and condition of the Property including, without limitation, the water, soil and geology, and the suitability thereof and of the Property for any and all activities and uses which Buyer may elect to conduct thereon, and the existence of any environmental hazards or condition thereon (including the presence of asbestos) or compliance with all applicable laws, rules or regulations; (ii) the nature and extent of any right of way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iii) the compliance of the Property or its operation with any laws, ordinance or regulations of any governmental or other body. Buyer acknowledges that it will have an opportunity to occupy

and inspect the Property and that it will be relying solely on its own investigation of the Property and not any determinations made by or information provided or to be provided by Seller or Seller's representatives. Buyer further acknowledges that its information with respect to the Property will be obtained from a variety of sources, and Seller a) has not made, and will not make, any independent investigation or verification of such information; and b) does not make any representations as to the accuracy or completeness of any such information, and the sale of the Property as provided for herein is made on an "As Is", "Where Is" basis and "With all Faults", and Buyer expressly acknowledges that, in consideration of the agreements of Seller herein, except as otherwise specified herein, Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, habitability, merchantability, tenantability or fitness for a particular purpose, in respect of the Property. The terms and provision of this paragraph shall survive the Closing of the sale and shall not be deemed to merge into the deed and other documents delivered at such Closing.

(g) Unlawful and Illegal Acts. Buyer nor Seller shall engage, nor be involved in any manner, in any unethical, discriminatory, or illegal business practices or transactions with any person or entity. Nor shall Buyer engage in business with any country, entity or person that supports terrorism or with which the United States government does not approve conducting business. Without limiting the generality of the foregoing, Buyer and Seller represent and warrant that neither Buyer nor Seller, nor any person or entity who owns a direct interest in Buyer or is an a officer, director, sits on advisory board, and/or serves in any official capacity of Seller, nor any of its subsidiaries, affiliates, directors, officers, agents, or employees is a terrorist, international narcotics trafficker, person engaged in the proliferation of weapons of mass destruction, or person with whom Buyer or Seller may be prohibited from doing business under laws, regulations, or executive orders administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Treasury Department. If any of the foregoing representations is no longer true at any time prior to the date of Closing, the party hereto shall immediately notify the other.

(h) Escrow Agent. The parties agree that the duties of the Escrow Agent are purely administrative in nature and that the Escrow Agent shall not be liable for any error of judgment, fact, or law, or any act done or omitted to be done, except for its own gross negligence or willful misconduct. In the event a dispute arises with respect to the release of the Earnest Money, the

Escrow Agent shall retain the Earnest Money until one of the following occur: (i) A written release is executed by Buyer and Seller agreeing to its disbursement; or (ii) Interpleader of legal action is filed, at which time the Earnest Money shall be deposited with the Court Clerk.

(i) Amendments. This Agreement may only be amended by mutual agreement of the parties in writing, signed and executed by both parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

“SELLER”

MIDWEST CITY UTILITIES AUTHORITY,
an Oklahoma public trust

By: _____

Name: _____

Title: _____

“BUYER”

AMERICAN GLASS, INC.

By: _____

Name: _____

Title: _____

RECEIPT FOR DELIVERY OF EARNEST MONEY

The undersigned hereby acknowledges receipt, this _____ of _____, 2023, from American Glass, Inc. of the sum of Fifty Thousand Dollars (\$50,000.00), pursuant to paragraph 2.1 of the foregoing Agreement for Purchase and Sale of Real Estate. The undersigned agrees that such funds will be held and applied in strict accordance with the terms, conditions and provisions of said Agreement.

CHICAGO TITLE OKLAHOMA

By: _____
Escrow Agent

EXHIBIT "A"

Lots 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 3F, 3G of SOLDIER CREEK INDUSTRIAL PARK, an Addition to the City of Midwest City, Oklahoma County, Oklahoma.



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

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: February 28, 2023

Subject: Discussion, consideration and possible action to authorize American Glass, Inc. to seek zoning amendment(s), subdivision approval and/or building permit(s) approval for Lots 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 3F, 3G of Soldier Creek Industrial Park, an Addition to the City of Midwest City, Oklahoma County, Oklahoma on behalf of the Midwest City Utilities Authority. (Economic Development – R. Coleman)

The Utilities Authority is entering into a real estate agreement to sell \pm 11.73 acres in the Soldier Creek Industrial Park for development as the new American Glass campus. American is preparing plans and other documents necessary for approval of the new development. This item authorizes the zoning amendment application, subdivision and building permit approval(s) necessary to verify American may proceed with the proposed development.

Please contact Economic Development Director Robert Coleman (405) 739-1218 with any question.

Respectfully,

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

Tim Lyon
General Manager/Administrator



PUBLIC DISCUSSION

