



CITY OF MIDWEST CITY
MEETINGS OF THE ELECTED OFFICIALS FOR
DECEMBER 13, 2022

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: Call 405-739-1220 or send request via email to tanderson@midwestcityok.org or 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 including drinks 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.

New Information: 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.

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



CITY COUNCIL AGENDA

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

December 13, 2022 – 6:00 PM

Presiding members: Mayor Matthew Dukes

Ward 1 Susan Eads

Ward 2 Pat Byrne

Ward 3 Megan Bain

Ward 4 Sean Reed

Ward 5 Sara Bana

Ward 6 Rick Favors

City Staff:




City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. **CALL TO ORDER.**

B. **OPENING BUSINESS.**

-  Invocation by Assistant City Manager Vaughn Sullivan
-  Pledge of Allegiance by Carl Albert High School ROTC Cadets
-  Community-related announcements

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

1. Discussion, consideration, and possible action of the November 8, 2022 meeting minutes. (City Clerk - S. Hancock)
2. Discussion, consideration, and possible action of approving a resolution nominating Mayor Matthew D. Dukes II as a Board member for the District 8 seat on the Oklahoma Municipal League Board of Directors. (City Manager - T. Lyon)
3. Discussion, consideration, and possible action of Change Order #1 to the contract with H.W. Lochner Inc. in an increase of \$10,780 for the purposes of developing construction plans for the SE 29th Street bridges over Crutcho and Kuhlman Creeks. (Eng. & Const. Services - B. Bundy)
4. Discussion, consideration, and possible action of awarding the bid to and entering into a contract with Shawnee Mission Tree Service, Inc. dba Arbor Masters, in the amount of \$51,354 to selectively clear the future expansion of Mid-America Park. City Council delegates the Mayor to sign and execute the contract. (Eng. & Const. Services - B. Bundy)
5. Discussion, consideration, and possible action of approving change order #03 amending the contract with Downey Contracting, LLC to construct the Midwest City Council Chambers COVID and ADA retrofit at no cost change with 49 additional days for Council Chamber and 16 additional days for the Court Bathroom. (Eng. & Const. Services - B. Bundy)
6. Discussion, consideration, and possible action of Change Order #11 amending the contract with Shiloh Enterprises, Inc. to construct the WP Bill Atkinson Park at no additional cost and add 35 days of time. (Eng. & Const. Services - B. Bundy)

7. Discussion, consideration, and possible action of accepting the amendment to make a matter of record Permit No. SL000055220759 from the State Department of Environmental Quality for the 10601 S.E. 15th Street Sewer Line Extension, Midwest City, Oklahoma. (Eng. & Const. Services - P. Menefee)
8. Discussion, consideration, and possible action of accepting the amendment to make a matter of record Permit No. WL000055220780 from the State Department of Environmental Quality for the Police and Fire Training Facility Water Line Extension, Midwest City, Oklahoma. (Eng. & Const. Services - P. Menefee)
9. Discussion, consideration, and possible action of accepting the amendment to make a matter of record Permit No. SL000055220682 from the State Department of Environmental Quality for the Midwest City (MAC) Sports Complex Sewer Line Extension, in Oklahoma City, Oklahoma. (Eng. & Const. Services - P. Menefee)
10. Discussion, consideration, and possible action of making a matter of record Permit No. SL000055220760 from the State Department of Environmental Quality for the Main Gate (227 W. MacArthur Dr.) Sewer Line Extension, Midwest City, Oklahoma. (Eng. & Const. Services - P. Menefee)
11. Discussion, consideration, and possible action of the acceptance of maintenance bonds from First Water Contracting, LLC in the amount of \$27,612.04 and \$9,549.80 respectively. (Eng. & Const. Services - P. Menefee)
12. Discussion, consideration, and possible action of appointing Ms. Erin Hurst for Ward 2 to replace, Mrs. Suzi Byrne who resigned as the Ward 2 Midwest City Tree Board representative. (Public Works - R. P. Streets)
13. Discussion, consideration, and possible action of reappointing Jess Huskey, Frank Young and Charles McDade to the Board of Adjustment for additional three-year terms. (Community Development - B. Harless)
14. Discussion, consideration, and possible action of reappointing Max Wilson and Rick Lewis both to a three year term for the City of Midwest City ADA Transition Plan Committee. (Eng. & Const. Services - B. Bundy)
15. Discussion, consideration, and possible action of appointing Jesse Stemper to a three year term for the City of Midwest City Builder Advisory Board. (Eng. & Const. Services - B. Bundy)
16. Discussion, consideration, and possible action of appointing Terry Hoss and Brandon Pitts (2) to initial two year terms; and reappointing Tye Moore and Mike Gregory (2) to three year terms for the City of Midwest City Electrical Board. (Eng. & Const. Services - B. Bundy)

- [17.](#) Discussion, consideration, and possible action of appointing both David Wallar and Scott Wiggy (2) and reappointing Gary Perkins (1) to three year terms for the City of Midwest City Plumbing, Gas, and Mechanical Board. (Eng. & Const. Services - B. Bundy)
- [18.](#) Discussion, consideration, and possible action of declaring (2) 2014 Chevrolet Caprices, (2) 2012 Chevrolet Impalas, (1) 2010 Chevrolet Impala, (1) 2008 Dodge Pickup, and (1) 2019 BMW Motorcycle and their contents, as surplus and authorizing disposal by public auction, sealed bid or other means necessary. (Police - S. Porter)
- [19.](#) Discussion, consideration, and possible action of declaring (1) Ice Machine and (1) Chair as surplus property and authorizing their disposal through sealed bid, public auction, or by other means as necessary. (Eng. & Const. Services - B. Bundy)

D. DISCUSSION ITEMS.

- [1.](#) Discussion, consideration, and possible action of a Professional Services Agreement with Lee Engineering, LLC. in the amount of \$113,800 to provide survey and design services for a future federal aid project to upgrade and improve 6 signals, known as JP 35927(04). (Eng. & Const. Services - B. Bundy)
2. Discussion, consideration and possible action of a public hearing of approving the annual Tree Board Landscape Master Plan as required in Article II, Section 42-36 of the Midwest City Code of Ordinances. (Public Works - R. P. Streets)
- [3.](#) Review of a quarterly update on the progress of the execution of the General Obligation Bond (G.O. Bond) projects. (City Manager - V. Sullivan)
- [4.](#) Discussion, consideration, and possible action of adopting a resolution, designating a site for the temporary City Council Chambers at the Court Room at City Hall, with the Midwest City Community Center designated as a backup and to temporarily move the meetings of the City Council, Boards, Commissions, Trusts or Authorities to the temporary City Council Chambers for the month of January of 2023. (City Attorney - D. Maisch)
- [5.](#) Discussion, consideration, and possible action of a resolution establishing the City of Midwest City elected officials' meeting practices. (City Manager - T. Lyon)

E. NEW BUSINESS/PUBLIC DISCUSSION.

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

F. EXECUTIVE SESSION.

1. Discussion, consideration, and possible action of 1) entering into executive session, to discuss case CJ-19-2857 Bailey v. Midwest City, as allowed under Title 25 Section 307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest; and 2) authorizing the City Manager to take action as appropriate based on discussion. (City Manager - T. Lyon)

G. DISCUSSION ITEM.

1. Discussion, consideration, and possible action of the proposed settlement in case number CJ-19-2857. (City Attorney - D. Maish)

H. FURTHER INFORMATION.

1. Review of the City Manager's Report for the month of October 2022. (Finance - T. Cromar)
2. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager. (Human Resources - T. Bradley)
3. Monthly Residential and Commercial Building report for October 2022. (Eng. & Const. Services - B. Bundy)
4. Review Tree Board Minutes for July 12, 2022. (Public Works - R. P. Streets)
5. Review of the 5th consecutive failed report produced by the Oklahoma State Department of Health regarding deficiencies, repeat deficiencies, and corrective plan on November 8, 2022, pursuant to their unannounced inspection on October 12, 2022 of the Oklahoma County Detention Center. (City Manager - T. Lyon for Sara Bana)

I. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City Council Minutes

November 08, 2022

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

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

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

Absent: Ward 1 Susan Eads

OPENING BUSINESS. The Invocation was led by Assistant City Manager Vaughn Sullivan. The Pledge of Allegiance was led by Councilmember Bain. The Mayor City Manager Lyon presented Proclamations and/or plaques to PWA Employees for Line Maintenance, Retiree Sgt. Ken Ericson, and Small Business Saturday. The City Manager made Community-related announcements.

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

1. Discussion and consideration for adoption, including any possible amendment of the October 25, 2022 meeting minutes.
2. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2022-2023, increase: Grants Fund, revenue/Intergovernmental (21) \$20,000; expenditures/Transfers Out (21) \$20,000. Emergency Operations Fund, revenue/Transfers In (00) \$20,000. General Government Sales Tax Fund, revenue/Transfers In (00) \$99,585.
3. Discussion and consideration, including any amendment thereto, of approving Change Order #02 with the Oklahoma Department of Transportation for STP-255D(479)AG, State Job Number 33124(04), Reno Avenue resurfacing project for \$6,000.
4. Discussion and consideration, including any possible amendment of, declaring Sepsy, a 12-year-old retired police canine as surplus and authorizing retiring him to the Mission K9 Rescue.
5. Discussion and consideration for adoption, including any possible amendment, of declaring used fire station 1 / headquarters furniture and fixtures as surplus and authorizing their disposal by public auction, sealed bid or other means, if necessary.

DISCUSSION ITEMS.

1. **Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 2 Administration; Article II, City Council; Section 2-11, Time of regular meetings of council; and providing for a repealer, and severability.**

Maisch and Lyon addressed Council. After Staff and Council discussion, Reed made a motion to deny the ordinance, seconded by Byrne. Voting Aye: Byrne, Reed, Favor and Dukes. Nay: Bain and Bana. Absent: Eads. Motion carried.

2. Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 2 Administration; Article II, City Council; Section 2-11, Time of regular meetings of council; and providing for a repealer, and severability.

Maisch addressed Council. After Staff and Council discussion, Reed made a motion to approve Ordinance 3498, seconded by Byrne. Voting Aye: Byrne, Bain, Reed, Bana, Favor and Dukes. Nay: None. Absent: Eads. Motion carried.

3. Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 13, Drainage and Flood Control, Article III, Stormwater Runoff Control, Section 13-71, Requirements relating to improvements; Section 13-73, Figures and providing for a repealer, and severability.

Maisch addressed Council. After Staff and Council discussion, Reed made a motion to approve Ordinance 3499, seconded by Bana. Voting Aye: Byrne, Bain, Reed, Bana, Favor and Dukes. Nay: None. Absent: Eads. Motion carried.

4. Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 27 Nuisances; Article I, In General; Section 27-2, Declared unlawful; penalties; and Article II, Weeds and Trash; Section 27-28, Accumulation of rubbish declared a nuisance; penalty; providing for a repealer, and severability.

Maisch, Stroh, and Lyon addressed Council. After Staff and Council discussion, Reed made a motion to approve Ordinance 3500, seconded by Byrne. Voting Aye: Byrne, Bain, Reed, Bana, Favor and Dukes. Nay: None. Absent: Eads. Motion carried.

5. Discussion and consideration for adoption, including any possible amendment of an ordinance amending Midwest City code, Chapter 37, Streets and Sidewalks, Article III, Transportation Plan, Division 3, Sidewalks, Section 37-67, Construction of Sidewalk; and providing for repealer and severability.

Bundy, Lyon, Maisch addressed the Council. After Staff and Council discussion, Bana made a motion to approve Ordinance 3501, seconded by Byrne. Voting Aye: Byrne, Bain, Reed, Bana, Favor and Dukes. Nay: None. Absent: Eads. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION. Hunter Treaster of 505 E Ercoupe addressed the Council.

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 7:20 PM.

ATTEST:

MATTEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Tim Lyon, City Manager

DATE: December 13, 2022

SUBJECT: Discussion, consideration, and possible action of approving a resolution nominating Mayor Matthew D. Dukes II as a Board member for the District 8 seat on the Oklahoma Municipal League Board of Directors.

Per Mayor Dukes' request, we are proposing his nomination to the Oklahoma Municipal League Board as the District 8 representative for Canadian, Cleveland, Logan, and Oklahoma counties.

For the last three years, he has served on the Legislative Committee for the Oklahoma Municipal League. He would like to give voice to our area and believes that to do so and serve our community more effectively, a seat on the Board is the best option. Staff is in support of his request.

Tim Lyon, City Manager

RESOLUTION NO. ____

**A RESOLUTION OF SUPPORT FOR THE APPOINTMENT OF MATTHEW D. DUKES II
TO THE DISTRICT 8 SEAT ON THE BOARD OF DIRECTORS OF THE
OKLAHOMA MUNICIPAL LEAGUE; DECLARING SAID APPOINTMENT TO BE FOR
THE BENEFIT OF THE CITY OF MIDWEST CITY AND OTHER
MUNICIPALITIES WITHIN THE DISTRICT; AND DECLARING THE MISSION OF THE
OKLAHOMA MUNICIPAL LEAGUE TO BE FOR THE PUBLIC PURPOSE.**

WHEREAS, the City of Midwest City recognizes that the Oklahoma Municipal League ("OML") is a non-profit member driven organization composed of municipalities from across the State of Oklahoma who work together for their mutual benefit;

WHEREAS, the City of Midwest City through its membership with OML, realizes many benefits from the policy and legislative work of the OML, and as a result, supports the mission of OML which is to provide services and programs to its members to assist them in better serving their citizens and communities;

WHEREAS, the City of Midwest City is within District 8 and as such is represented by an appointee seated within said district;

WHEREAS, the City of Midwest City has an interest and desire to resolve its support of the nomination of Matthew D. Dukes II for the District 8 seat on the OML Board of Directors;

WHEREAS, the City of Midwest City finds that said nomination would benefit the City of Midwest City and the other municipalities within District 8 by serving as the individual and collective voice of local government officials in interaction at both the state and national level;

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF
MIDWEST CITY, OKLAHOMA:**

SECTION 1: That the City of Midwest City supports the nomination of Matthew D. Dukes II to serve as the District 8 appointee on the Board of Directors of the OML, by finding and declaring that the mission of OML to be for the public purpose and acknowledging that the City of Midwest City and other municipalities within District 8 will benefit by his appointment.

SECTION 2: That should Matthew D. Dukes II ultimately be appointed to the OML Board of Directors, he is specifically authorized and requested to fully participate in said meetings of the Board of Directors and the projects of the same to the ultimate benefit of the City of Midwest City.

PASSED, APPROVED AND EFFECTIVE THIS DATE _____.

(Vice-Mayor's signature)

ATTEST:

(Clerk signature)

Approved as to form and legality on this ____ day of _____.

(City attorney)



**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 : December 13, 2022

SUBJECT : Discussion, consideration, and possible action of change order #1 to the contract with H.W. Lochner Inc. in an increase of \$10,780 for the purposes of developing construction plans for the SE 29th Street bridges over Crutch and Kuhlman Creeks.

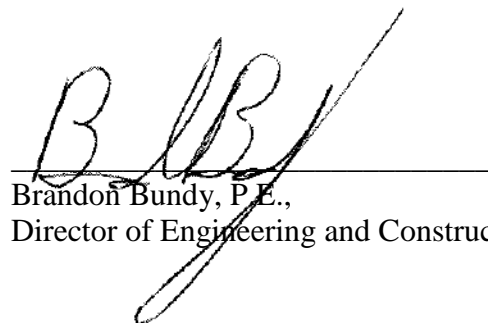
The attached Change Order #1 is to add right-of-way (ROW) acquisition services to the contract with H.W. Lochner Inc. Federal funding requires that an arduous process when acquiring ROW. H.W. Lochner Inc. is partnering with Smith-Roberts Land Services, Inc. who is a regional expert in land acquisition with over 200 years of combined experience and has acquired over 1,100 parcels on behalf of public entities.

Originally, this project was not anticipated to need these services but after initial design, additional ROW was identified. The piece of ROW identified is owned by Tinker Air Force Base; no transaction funds are anticipated.

The overall project is addressing two (2) bridges on SE 29th Street; replacement of bridge over Crutch Creek and rehabilitation of concrete box over Kuhlman Creek. The original contract with H.W. Lochner Inc. was approved by Council on September 7, 2021.

The project is estimated to be bid beginning of 2024. ODOT will then review the bids prior to consideration of awarding a contract. If awarded, construction should begin Summer 2024.

Funding for this project is appropriated in project #692202.



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

**CITY OF MIDWEST CITY
H.W. LOCHNER, INC.
SE 29TH STREET BRIDGES
CRUTCHO (NBI 10001) AND KUHLMAN (NBI 13136) CREEKS
November 6, 2022**

Additional Services

The additional services below are intended to acquire the proposed right-of-way needed to construct the project.

1. RIGHT-OF-WAY ACQUISITION

Refer to attached exhibit from Smith Roberts Land Services.

Compensation

Compensation for the project shall be as outlined in the contract. Invoicing and payments shall be in accordance with progressive completion payments as outlined in the contract.

The format for the compensation shall be:

Acquisition Services Lump Sum

The proposed fee schedule for these services is as follows:

Acquisition Services \$10,780.00

Total Fee \$10,780.00

Authorized by

Evan Ludwig / 11-6-2022
Evan Ludwig / Date
Office Manager / Vice-President
Lochner

Authorized by

_____/_____
Mayor Matt Dukes / Date
City of Midwest City



ATTACHMENT 1 - FEE SCHEDULE

**Lochner / City of Midwest City
SE 29th Street Bridges
J/P 36376(04)**

DATE: October 25, 2022

PROJECT MANAGEMENT (PM):

1	Parcels for Acquisition @	\$ 1,200.00	each =	\$ 1,200.00
1	Parcels - Asst. PM @	\$ 400.00		\$ 400.00
1	Appraisals @	\$ 400.00	each =	\$ 400.00

PM Total Estimated Not to Exceed: \$ 2,000.00

TITLE

1	Title Reports @	\$ 830.00	per report =	\$ 830.00
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Title Total Estimated Not to Exceed: \$ 830.00

*Costs incurred for copies will be submitted to the City as a pass-through.

APPRAISAL

1	Narrative Summary Appraisal Reports @	\$ 3,500.00	per report =	\$ 3,500.00
1	Appraisal Review Reports @	\$ 1,100.00		\$ 1,100.00

Appraisal Total Estimated Not to Exceed: \$ 4,600.00

ACQUISITION:

0	Parcels for Waivers Valuations @	\$ 3,350.00	each =	\$ -
1	Appraised Parcels @	\$ 3,100.00	each =	\$ 3,100.00

Acquisition Total Estimated Not to Exceed: \$ 3,100.00

*Banking costs incurred will be submitted to the City as a pass-through.

MILEAGE:

To be paid on documented, various project related

Mileage Total Estimated Not to Exceed: \$ 250.00

TOTAL ESTIMATED AMENDED FEES: \$ 10,780.00

Items not included, to be done by Lochner / City of Midwest City

All payments	Mapping Plans & Documents	Disposal of Improvements
Relocation Assistance	Property Management	Right of Way Staking
Condemnations	Utility Relocation Coordination	Utility Staking

- NOTES:**
- 1) All quoted per UNIT FEES are firm. The number of UNITS are estimated based on information provided. Therefore, the number of UNITS may change (increase or decrease) depending on the demands of the project and/or design changes that may increase or decrease the final parcel count.
 - 2) This fee schedule does not include any BIA ownerships (fees will need to be amended if BIA ownerships are discovered).
 - 3) Annual Price Adjustment – After twelve (12) months from the date of this proposal, the above shown fees shall increase five (5) % annually.
 - 4) This proposal is based on information provided to SRLS by Lochner as of the date of this proposal.

FULKERSON LAND SERVICES, LLC

RIGHT-OF-WAY VALUATION & CONSULTING

10444 Greenbriar Place, Suite B • OKC, OK 73159

October 25, 2022

Smith Roberts Land Services
Project Manager

RE: Appraisal Fee Quote for field appraisal on J/P: 36376(04) for bridges
on SE 29th Street.

This quote is for field appraisals on the above referenced job. Some of the appraisal issues that will have to be addressed are those inherent with right of way appraisal assignments including distance to job, availability of recent comparable data, cost to cure estimates, proximity and severance damages, etc.

Based on the complexity of the assignment I have made a bid below to provide 1 field appraisal to be prepared to ODOT P&P specifications. My fee quote is \$3,500 for each field report. The delivery time has not yet been provided.

Thanks for the opportunity to bid on this project.

Respectfully submitted,



Steve Fulkerson
FLS-Fulkerson Land Services, LLC



MASSEY & ASSOCIATES, LLC

October 21, 2022

Dayna Harper
Smith-Roberts Land Services, Inc.
4832 Richmond Square
Oklahoma City, OK 73118

Re: **City of Midwest City, SE 29th Street Bridges
J/P 36376(04), Oklahoma County**

Dayna L. Harper,

Enclosed is my proposal for appraisal review of right-of-way for the above-referenced project. This proposal will address the preparation of Appraisal Reviews for one (1) parcel, at a fee of \$1,100 per report for a total of \$1,100. The remaining parcels, not appraised, are not considered in this proposal as determined by the City of Midwest City and are to be considered as "Waivers". Any additional reports will require an additional fee of \$1,100 per report.

Massey & Associates, LLC proposes to begin work on the R/W submission for this project upon receipt of a "Notice to Proceed".

If you have any questions, please do not hesitate to contact me at:

(405) 919-2196.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mike Massey', with a stylized flourish at the end.

Mike Massey, Owner
Massey & Associates, LLC



1 in = 250 ft
when printed actual size
on 8-1/2"x11" paper

DISCLAIMER

This map is a general information public resource. The City of Midwest City makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the information provided on this map. Any party's use or reliance on this map, or any information on it, is at that party's own risk and without liability to the City of Midwest City, its officials or its employees for any discrepancies, errors or variances that may exist.

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : December 13, 2022

SUBJECT : Discussion, consideration, and possible action of awarding the bid to and entering into a contract with Shawnee Mission Tree Service, Inc. dba Arbor Masters, in the amount of \$51,354 to selectively clear the future expansion of Mid-America Park. City Council delegates the Mayor to sign and execute the contract.

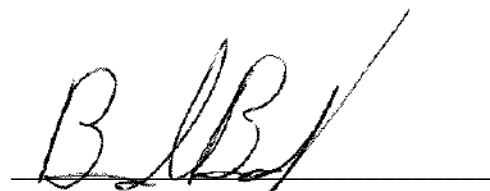
Bids were received on November 29th, 2022 for the above referenced project. Staff recommends award of the bid to Shawnee Mission Tree Service, Inc. dba Arbor Masters (Arbor Masters) which submitted the lowest and best bid; meeting specifications. Staff recommends awarding the Base Bid and Alternates #1-#4 totaling \$51,354.

This project will selectively clear an area of vegetation, which is planned to be the future Mid-America Park expansion. The Mid-America Park is a 2018 GO Bond project voted on by the citizens of Midwest City to expand the existing park. Plans have progressed to the point where we expect bidding of the next phase in late Spring 2023. This clearing work should allow for better bids of the park itself by allowing those bidders to see the full scope.

Location of the area is approximately 1295 Midwest Boulevard

Attached are the bid tabulations for the two bids received.

Funding for this is budgeted as Project #1419G1



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

Attachment

Selective Clearing - MidAmerica Park

#	Description	Uni	QTY	Engineer's Estimate		Arbor Masters		TriCore Group	
				Unit Price	Price	Unit Price	Price	Unit Price	Price
1	Selective Clearing and Grubbing, Area 1	Acre	4.6	\$ 10,000.00	\$ 46,000.00	\$ 3,840.00	\$ 17,664.00	\$ 3,600.00	\$ 16,560.00
2	Erosion Control and Stabilization	LS	1.0	\$ 4,000.00	\$ 4,000.00	\$ 50.00	\$ 50.00	\$ 4,000.00	\$ 4,000.00
3	Mobilization	LS	1.0	\$ 10,000.00	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00
Alt 1	Selective Clearing and Grubbing, Area 2	Acre	2.5	\$ 10,000.00	\$ 25,000.00	\$ 3,840.00	\$ 9,600.00	\$ 3,600.00	\$ 9,000.00
Alt 2	Selective Clearing and Grubbing, Area 3	Acre	5.0	\$ 10,000.00	\$ 50,000.00	\$ 3,840.00	\$ 19,200.00	\$ 3,600.00	\$ 18,000.00
Alt 3	Selective Clearing and Grubbing, Area 4	Acre	0.4	\$ 10,000.00	\$ 4,000.00	\$ 3,840.00	\$ 1,536.00	\$ 3,600.00	\$ 1,440.00
Alt 4	Selective Clearing and Grubbing, Area 5	Acre	0.6	\$ 10,000.00	\$ 6,000.00	\$ 3,840.00	\$ 2,304.00	\$ 3,600.00	\$ 2,160.00
Bid Total					\$ 99,000.00		\$ 51,354.00		\$ 52,660.00

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : December 13, 2022

SUBJECT : Discussion, consideration, and possible action of approving change order #03 amending the contract with Downey Contracting, LLC to construct the Midwest City Council Chambers COVID and ADA retrofit at no cost change with 49 additional days for Council Chamber and 16 additional days for the Court 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 #3 - Header over North Council Vestibule: \$0, 18 Days (Council Chamber). The contractor found that the planned header over the north vestibule would be too heavy for the existing foundation and door frames. A substitute header was constructed with framing materials. City is going to retain what was already constructed and use it as additional seating in the courtyard.

COR #4 – Substitute piping for instant hot water heater: \$0, 16 Days (Court Bathroom). In the original design plans, piping was to be brought into the court bathroom to improve the hot water availability. Instead, the contractor proposed to substitute adding an instant hot water heater to the bathroom. This will be a functional improvement over the original design.

COR #5 – Core Drilling and Carpet Nosing: \$0, 31 Days. (Council Chamber). Staff requested both items to be done by contractor. Core Drilling allowed for a cleaner install of the wire trough along the north wall. The Carpet Nosing will be a reinforced rubber piece to go along the top of each step. This will be done to prevent premature wear and enhance visibility of the top of stairs.

This will not change the original contract price but days will be added to the contract for the different benchmarks related to each building permit. The new contract end dates are as follows:

Council Chamber: 154 total days; 12/01/2022

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

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

A handwritten signature in black ink, appearing to read 'B. Bundy', written over a horizontal line.

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

Attachment

Change Order 03

Project:

Midwest City Council Chambers
COVID and ADA retrofit

Owner:

City of Midwest City

Contractor:

Downey Contracting, LLC

100 N Midwest Blvd, Midwest City, OK 73110

3217 NE 63rd St, OKC, OK 73121

Contract Information:

General Construction effective
06/30/2022

Change Order: 03

Date: 12/13/22

The Contract is Changed as Follows:

	Contract	Council	Court Bathroom
COR #3 Header over North Council Vestibule	\$0.00	18 Days	0 Days
COR #4 Substitute piping for instant hot water heater	\$0.00	0 Days	16 Days
COR #5 Core Drilling and Carpet Nosing	\$0.00	31 Days	0 Days
Total	\$0.00	49 Days	16 Days
 The original contract:	 \$668,000.00	 75 Days	 20 Days
The net change by previously authorized Change Orders	\$5,401.15	30 Days	0 Days
The Contract Sum prior to this Change Order was	\$673,401.15	105 Days	20 Days
The Contract Sum will be increased by this Change Order in the amount of	\$0.00	49 Days	16 Days
The new Contract Sum including this Change Order will be	\$673,401.15	154 Days	36 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

505 Architects LLC

City of Midwest City

CONTRACTOR

ARCHITECT

OWNER

SIGNATURE

SIGNATURE

SIGNATURE

David Shaw; Project
Manager

William Brian Thomas,
AIA, LEED AP; Principal

Matthew D. Dukes II,
Mayor

Downey Contracting, LLC
CHANGE ORDER PROPOSAL #3

Project: Midwest City Council Chambers Covid & ADA Retrofit Date: 3-Nov-22
Description: Furnish and install 6" metal stud-framed top piece to connect precast columns in North Vestibule, inc. stained wood trim on face and textured moisture board on

DIRECT COSTS[illegible]

SUBCONTRACTORS

DESCRIPTION	COST
No change	\$0.00
	\$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 18 calendar days are requested.

APPROVAL

SIGNATURE

DATE _____

Project: Midwest City Council Chambers Covid & ADA Retrofit
Description: Add instant hot water device for the court restrooms.

DIRECT COSTS

SUBCONTRACTORS

INDIRECT COSTS

COST SUMMARY

This change order pricing is valid for 7 days.
An additional 16 calendar days are requested.

APPROVAL

PHN: 405-478-5277 FAX: 405-478-5269

Downey Contracting, LLC
CHANGE ORDER PROPOSAL #5

Project: Midwest City Council Chambers Covid & ADA Retrofit
Description: Carpet Nosings and Core Drilling

Date: 21-Nov-22

DIRECT COSTS

[illegible]

SUBCONTRACTORS

DESCRIPTION	COST
Core Drilling-	\$0.00
Carpet Nosings	\$0.00
	\$0.00
	\$0.00
TOTAL SUBS/SUPPLIERS COSTS	\$ -

INDIRECT 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 COST! \$ -		

COST SUMMARY

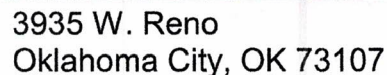
DIRECT COSTS		\$0.00
SUBS/SUPPLIERS		\$0.00
INDIRECT COSTS		\$0.00
SUBTOTAL		\$0.00
Bond		\$0.00
Insurance	2.5%	\$0.00
Overhead	5%	\$0.00
Profit	10%	\$0.00
GRAND TOTAL		\$0.00

This change order pricing is valid for 7 days.
An additional 31 calendar days are requested.

APPROVAL

SIGNATURE

DATE _____



Quotation

Date	Estimate #
11/10/2022	76675
MWC Council Chambers	
Good Through	REP
	ASH

Name / Address
DOWNEY CONTRACTING LLC 3217 NE 63rd Okla. City, OK 73121

Description	
Roppe Rubber #13 Single Flange Carpet Nosing - color to be selected Fuse-It Adhesive Labor to cut carpet carpet back and install rubber nosings	
Exclusions: Bid Bond, Post Installation Protection / Maintenance, Moisture / High Alkalinity Remediation (per bid conditions)	Total \$1,897.00

This is an estimate based on the information which we have been provided. Any variance from the plans or specifications which have been provided may result in additional material or labor charges. This estimate does not contain any charges for floor preparation, unless specifically detailed above. This estimate does not include any cost of cleanup except what is included in the sales order agreement, or contract (if applicable). This estimate is effective for a period of thirty (30) days or earlier if withdrawn by Bryan's Flooring. This estimate must be signed and returned to Bryan's Flooring before any order is placed. If this project is a taxable job please ask for appropriate sales tax amount if not already figured. Thank You.

Signature

Invoice

Job Date	Invoice #
10/11/2022	45840INV

Bill To
DOWNEY CONTRACTING 3217 NE 63RD. OKLAHOMA CITY, OK 73121

Job Location
100 N MIDWEST BLVD MWC, OK MIKE 405.615.0845

Invoice Date	Due Date	P.O. No.	Terms
10/11/2022	11/10/2022		Net 30

Item	Quantity	Description	Rate	Amount
BWH	1	CORE DRILL	400.00	400.00
		2" HOLE X 12" D		
GMW	1	2" HOLE X 4" BRICK X 4" BLOCK X 4" BRICK	400.00	400.00
		2" HOLE X 4" BRICK X 10"		
<p>DATE REC'D <u>10/24</u> VENDOR # <u>170</u> JOB # <u>0022</u> CODE _____ APPROVED _____ AMT <u>800.00</u> POSTED _____</p>				
			Total	\$800.00

Phone #
405-364-7717

Web Site
garysconcretesawing.com

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : December 13, 2022

SUBJECT : Discussion, consideration, and possible action of change order #11 amending the contract with Shiloh Enterprises, Inc. to construct the WP Bill Atkinson Park at no additional cost and add 35 days of time.

The attached change order is for the construction of the WP Bill Atkinson Park. This change order is a culmination of various field changes. Staff has been negotiating with the contractor to substitute days instead of cost in efforts to offset the contract days.

COR #44 – Provide additional trees per RFI 057: \$0.00, 18 days. There was an error in the plans from the landscape architect, which did not identify needed trees. This item will add 6 trees into areas that are needed to complete the project.


COR #45 – Install owner provided gaga ball pit: \$0.00, 12 days. Staff has identified an area in the park that would be suitable for additional equipment. GaGa Ball is a game popular with children that has a low cost of entry and will be an asset to this park. Staff has ordered the equipment but it does require assembly, which the contractor has agreed to do on site.

COR #46 – Install owner provided corner guard: \$0.00, 5 days. Staff ordered a corner guard to be installed at a corner of the brick wall surrounding the clock tower. This corner is in the playground and will need some sort of protection from human impact. The contractor has agreed to install corner guard.

This will not change the contract price, \$5,272,673.08, but will add an additional 35 days to bring the new contract length to 565 total days (11/26/2022 contracted end date).

There are further discussions with the contractor to bring another future change order to council to finalize the project and correct the days. Those items will be expected to add value to the project.

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



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

Attachment

Change Order 11

Project:

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

Owner:

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

Contractor:

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

Contract Information:

General Construction
effective 04/20/2021

Change Order: 11

Date: 12/23/2022

The Contract is Changed as Follows:

COR 44	Provide additional trees per RFI 057	\$0.00	18 Days
COR 45	Install owner provided gaga ball pit	\$0.00	12 Days
COR 46	Install owner provided corner guard	\$0.00	5 Days
Total		\$0.00	35 Days

The original contract:	<u>\$5,198,000.00</u>	365 Days
The net change by previously authorized Change Orders	<u>\$74,673.08</u>	153 Days
The Contract Sum prior to this Change Order was	<u>\$5,272,673.08</u>	518 Days
The Contract Sum will be increased by this Change Order in the amount of	<u>\$0.00</u>	35 Days
The new Contract Sum including this Change Order will be	<u>\$5,272,673.08</u>	565 Days

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

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

Shiloh Enterprises, Inc.

CONTRACTOR

City of Midwest City

OWNER



SIGNATURE

SIGNATURE

Steve Preston, President

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE



GENERAL CONSTRUCTION
MANAGEMENT

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

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

11/7/2022

WP Bill Atkinson Park
COR 44-Provide additional trees per RFI 057

	ADD	DEDUCT
Greenshade	\$3,618.84	
Shiloh will pay for the additional trees		(\$3,618.84)

Note: This work will add 18 days to the contract time.

Subtotal	<hr/>
	\$0.00
OH&P 10%	\$0.00
 Total Add	 <hr/>
	\$0.00

GREENSHADE TREES, LLC.



WP Atkinson Park

November 4, 2022

Plant Material
Trees

(6) Morton Circle Exclamation Plane, 2.5"	\$4,482.46
(-2) John Pair Maple, 2.5" cal	-\$863.62
	<hr/>
	\$3,618.84



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

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

11/30/2022

WP Bill Atkinson Park
COR 45-Install owner provided gaga ball pit

	ADD	DEDUCT
Shiloh Labor-no charge	\$0.00	

Note: This work will add 12 days to the contract time.

Subtotal	<hr/>	\$0.00
OH&P 10%		\$0.00
Total Add	<hr/>	\$0.00



Example added by staff illustrating a GaGa Ball Pit similar to what has been ordered.

- Game similar to dodgeball with players limited to the ball at or below the knees.
- Popular with small children up to teenagers.
- No equipment not yet on City property but is common with a lot of area churches and is present in a neighboring city's parks.
- <https://www.gagacenter.com/nyc/about/what-is-gaga/>



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

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

11/30/2022

WP Bill Atkinson Park
COR 46-Install owner provided corner guard

	ADD	DEDUCT
Shiloh Labor-no charge	\$0.00	

Note: This work will add 5 days to the contract time.

Subtotal	<hr/>	\$0.00
OH&P 10%		\$0.00
Total Add	<hr/>	\$0.00



**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: December 13th, 2022

Subject: Discussion, consideration, and possible action of accepting the amendment to make a matter of record Permit No. SL000055220759 from the State Department of Environmental Quality for the 10601 S.E. 15th Street Sewer Line Extension, Midwest City, Oklahoma.

Enclosed is Permit No. SL000055220759 for the construction of 405 linear feet of eight (8) inch PVC sanitary sewer and all appurtenances to serve 10601 S.E. 15th Street - Sanitary Sewer, Oklahoma County, Oklahoma., Midwest City, Oklahoma.

Acceptance of the permit is at the discretion of the City Council.

Patrick Menefee, P.E.,

City Engineer

Attachment

November 01, 2022

Mr. Vaughn Sullivan, Assistant City Manager
City of Midwest City
100 N. Midwest Blvd
Midwest City, Oklahoma 73110

Re: Permit No. SL000055220759
10601 SE 15th Street - Sanitary Sewer
Facility No. 20541

Dear Mr. Sullivan:

Enclosed is Permit No. SL000055220759 for the construction of 405 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the 10601 SE 15th Street - Sanitary Sewer, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on November 01, 2022. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Midwest City, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,



Arya Simon, P.E.
Construction Permit Section
Water Quality Division

AS/RC/md

Enclosure

c: Zachary McIntosh, Regional Manager, DEQ
OKLAHOMA CITY DEQ OFFICE
Mark C. Grubbs, P.E., Grubbs Consulting, LLC

PERMIT No. SL000055220759

SEWER LINES

FACILITY No. 20541

PERMIT TO CONSTRUCT

November 01, 2022

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct 405 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the 10601 SE 15th Street - Sanitary Sewer, located in SE/4 of Section 6, T-11-N, R-1-W, Oklahoma County, Oklahoma, in accordance with the plans approved November 01, 2022.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.
- 5) That tests will be conducted as necessary to ensure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

PERMIT No. SL000055220759

SEWER LINES

FACILITY No. 20541

PERMIT TO CONSTRUCT

- 9) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 10) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 11) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 12) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 13) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.



Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division

AS



**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: December 13th, 2022

Subject: Discussion, consideration, and possible action of accepting the amendment to make a matter of record Permit No. WL000055220780 from the State Department of Environmental Quality for the Police and Fire Training Facility Water Line Extension, Midwest City, Oklahoma.

Enclosed is Permit No. WL000055220780 for the construction of 2400 linear feet of eight (8) inch PVC water line and all appurtenances to serve the Police and Fire Training Facility – Water Line, Oklahoma County, Oklahoma., Midwest City, Oklahoma.

Acceptance of the permit is at the discretion of the City Council.

Patrick Menefee, P.E.,

City Engineer

Attachment

November 01, 2022

Mr. Vaughn Sullivan, Assistant City Manager
City of Midwest City
100 N. Midwest Blvd
Midwest City, Oklahoma 73110

Re: Permit No. WL000055220780
Midwest City Police and Fire Training Center - Waterline Extension
Facility No. 1020806

Dear Mr. Sullivan:

Enclosed is Permit No. WL000055220780 for the construction of 2,400 linear feet of eight (8) inch PVC potable waterline and all appurtenances to serve the Midwest City Police and Fire Training Center - Waterline Extension, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on November 01, 2022. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Midwest City, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,



Arya Simon, P.E.
Construction Permit Section
Water Quality Division

AS/RC/md

Enclosure

c: Zachary McIntosh, Regional Manager, DEQ
OKLAHOMA CITY DEQ OFFICE
Darby J. Anderson, P.E., Frankfurt Short Bruza & Associates

PERMIT No. WL000055220780

WATER LINES

FACILITY No. 1020806

PERMIT TO CONSTRUCT

November 01, 2022

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct 2,400 linear feet of eight (8) inch PVC potable waterline and all appurtenances to serve the Midwest City Police and Fire Training Center - Waterline Extension, located in NE/4 of Section 11, T-11-N, R-2-W, Oklahoma County, Oklahoma, in accordance with the plans approved November 01, 2022.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) This water line provides adequate fire flow in accordance with the 2009 International Fire Code through the approved hydraulic analysis. The fire flow provided is 2,692 gpm.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].
- 7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

PERMIT No. WL000055220780

WATER LINES

FACILITY No. 1020806

PERMIT TO CONSTRUCT

- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.
- 15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.



AS

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division



**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: December 13th, 2022

Subject: Discussion, consideration, and possible action of accepting the amendment to make a matter of record Permit No. SL000055220682 from the State Department of Environmental Quality for the Midwest City (MAC) Sports Complex Sewer Line Extension, in Oklahoma City, Oklahoma.

Enclosed is Permit No. SL000055220682 for the construction of 1600 linear feet of eighteen (18) inch PVC sanitary sewer and all appurtenances to serve the Midwest City (MAC) Sports Complex - Sanitary Sewer, Oklahoma County, Oklahoma., in Oklahoma City, Oklahoma.

Acceptance of the permit is at the discretion of the City Council.

Patrick Menefee, P.E.,

City Engineer

Attachment

November 08, 2022

Mr. Eric J. Wenger, P. E., Public Works Director
City of Oklahoma City
420 W. Main Street, Suite 700
Oklahoma City, Oklahoma 73102

Re: Permit No. SL000055220682
Midwest City Sports Complex - Sanitary Sewer Main
Facility No. S-20580

Dear Mr. Wenger, P. E.:

Enclosed is Permit No. SL000055220682 for the construction of 1,600 linear feet of eighteen (18) inch PVC sanitary sewer line and all appurtenances to serve the Midwest City Sports Complex - Sanitary Sewer Main, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on November 08, 2022. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Oklahoma City, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,



Arya Simon, P.E.
Construction Permit Section
Water Quality Division

AS/RC/md

Enclosure

c: Zachary McIntosh, Regional Manager, DEQ
OKLAHOMA CITY DEQ OFFICE
Patrick Menefee, P.E., City of Midwest City

PERMIT No. SL000055220682

SEWER LINES

FACILITY No. S-20580

PERMIT TO CONSTRUCT

November 08, 2022

Pursuant to O.S. 27A 2-6-304, the City of Oklahoma City is hereby granted this Tier I Permit to construct 1,600 linear feet of eighteen (18) inch PVC sanitary sewer line and all appurtenances to serve the Midwest City Sports Complex - Sanitary Sewer Main, located in NW/4 of Section 13, T-11-N, R-2-W, Oklahoma County, Oklahoma, in accordance with the plans approved November 08, 2022.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.
- 5) That tests will be conducted as necessary to ensure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

PERMIT No. SL000055220682

SEWER LINES

FACILITY No. S-20580

PERMIT TO CONSTRUCT

- 9) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 10) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 11) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 12) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 13) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.



AS

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division



**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: December 13th, 2022

Subject: Discussion, consideration, and possible action of making a matter of record Permit No. SL000055220760 from the State Department of Environmental Quality for the Main Gate (227 W. MacArthur Dr.) Sewer Line Extension, Midwest City, Oklahoma.

Enclosed is Permit No. SL000055220760 for the construction of 165 linear feet of eight (8) inch PVC sanitary sewer and all appurtenances to serve the Main Gate (227 W. MacArthur Dr.) - Sanitary Sewer, Oklahoma County, Oklahoma., Midwest City, Oklahoma.

Acceptance of the permit is at the discretion of the City Council.

Patrick Menefee, P.E.,

City Engineer

Attachment

November 01, 2022

Mr. Vaughn Sullivan, Assistant City Manager
City of Midwest City
100 N. Midwest Blvd
Midwest City, Oklahoma 73110

Re: Permit No. SL000055220760
Main Gate (227 W. MacArthur Dr.) - Sanitary Sewer
Facility No. 20541

Dear Mr. Sullivan:

Enclosed is Permit No. SL000055220760 for the construction of 165 linear feet of eight (8) inch PVC sanitary sewer and all appurtenances to serve the Main Gate (227 W. MacArthur Dr.) - Sanitary Sewer, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on November 01, 2022. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Midwest City, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,



Arya Simon, P.E.
Construction Permit Section
Water Quality Division

AS/RC/md

Enclosure

c: Zachary McIntosh, Regional Manager, DEQ
OKLAHOMA CITY DEQ OFFICE
Mark C. Grubbs, P.E., Grubbs Consulting, LLC

PERMIT No. SL000055220760

SEWER LINES

FACILITY No. 20541

PERMIT TO CONSTRUCT

November 01, 2022

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct 165 linear feet of eight (8) inch PVC sanitary sewer and all appurtenances to serve the Main Gate (227 W. MacArthur Dr.) - Sanitary Sewer, located in SW/4 of Section 10, T-11-N, R-2-W, Oklahoma County, Oklahoma, in accordance with the plans approved November 01, 2022.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.
- 5) That tests will be conducted as necessary to ensure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

PERMIT No. SL000055220760

SEWER LINES

FACILITY No. 20541

PERMIT TO CONSTRUCT

- 9) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 10) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 11) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 12) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 13) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.



AS

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division



**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: December 13th, 2022
Subject: Discussion, consideration, and possible action of the acceptance of maintenance bonds from First Water Contracting, LLC in the amount of \$27,612.04 and \$9,549.80 respectively.

The five year maintenance bonds from First Water Contracting, LLC are for the public paving improvements constructed for the Curve Subdivision located off of South Westminster Road.

The two year maintenance bonds from First Water Contracting, LLC are for the public storm sewer improvements constructed for the Curve Subdivision located off of South Westminster Road.

Acceptance is at the discretion of the council.



Patrick Menefee, P.E.,
City Engineer
Attachment

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS**MAINTENANCE BOND**

Bond No: 2333401

KNOW ALL BY THESE PRESENTS that we, First Water Contracting, LLC,
as Principal, and Swiss Re Corporate Solutions America Insurance Corporation,
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 Twenty Seven Thousand Six Hundred Twelve & 04/100---- dollars
(\$ 27,612.04), such sum being not less than ten percent (10%) of the total contract price to
construct or install Paving for The Curve (the
"Improvement"), for a period of Five (5) 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 643 Investments, LLC, dated the 4th day of
May, 2022, 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 12th day of May, 2022.

First Water Contracting, LLC

Principal

ATTEST:

Pauline Caridene
SecretaryBy *Greg Homan*Greg Homan - Vice PresidentSwiss Re Corporate Solutions America Insurance Corporation

Surety

ATTEST:

Becky Killman
Secretary Becky KillmanBy *Deborah L. Raper*Deborah L. Raper, 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

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, TRAVIS E. BROWN, DEBORAH L. RAPER, JAMIE BURRIS, SHELLI R. SAMSEL, MARK D. NOWELL,

VICKI WILSON, AUSTIN K. GREENHAW, CLAYTON HOWELL, CAREY L. KENNEMER, RANDY D. WEBB, AARON WOOLSEY, GARY LILES,

THOMAS PERRAULT and KRISTIN LEWIS JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

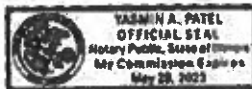
this 29TH day of APRIL, 2022

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of May, 2022.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

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

PROJECT NAME: The Curve- Paving

PROJECT LOCATION: S Westminster Rd & SE 29th St.

TYPE OF CONSTRUCTION: Paving Improvements to The Curve

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 \$ 276,120.40 less the City of Midwest City, Engineering Division Inspection Fees.

By [Signature]
OWNER

Date: 11-7-2022

STATE OF Oh
COUNTY OF Cleveland)ss.



Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 7 day of Nov, 2022, personally appeared Todd Wiley, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 1-26-26

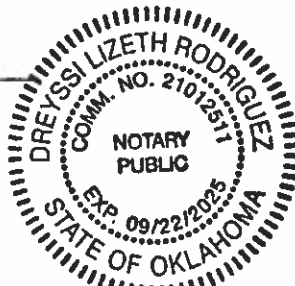
[Signature]
NOTARY PUBLIC

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

STATE OF Oklahoma)
COUNTY OF Oklahoma)ss.



Date: 11-7-2022

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 1th day of November, 2022, personally appeared Greg Homan, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 9/22/2025

[Signature]
NOTARY PUBLIC

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

Bond No: 2333402

KNOW ALL BY THESE PRESENTS that we, First Water Contracting, LLC
as Principal, and Swiss Re Corporate Solutions America Insurance Corporation
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 Nine Thousand Five Hundred Forty Nine & 80/100 dollars
(\$ 9,549.80), such sum being not less than ten percent (10%) of the total contract price to
construct or install Storm Sewer for The Curve (the
"Improvement"), for a period of Two (2) 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 643 Investments, LLC, dated the 4th day of
May, 2022, 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 12th day of May, 2022.

First Water Contracting, LLC

Principal

ATTEST:

Justine Cardenas
Secretary

By

Greg Homan - Vice President

Swiss Re Corporate Solutions America Insurance Corporation

Surety

ATTEST:

Becky Killman
Secretary Becky Killman

By

Deborah L. Raper
Deborah L. Raper, 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

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, JR., STEPHEN M. POLFMAN, TRAVIS E. BROWN, DEBORAH L. RAPER, JAMIE BURRIS, SHELLI R. SAMSEL, MARK D. NOWELL,
VICKI WILSON, AUSTIN K. GREENHAW, CLAYTON HOWELL, CAREY L. KENNEMER, RANDY D. WEBB, AARON WOOLSEY, GARY LILES,

THOMAS PERRAULT and KRISTIN LEWIS JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

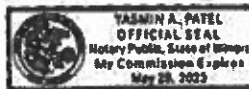
this 29TH day of APRIL, 2022

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of May, 2022.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

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

PROJECT NAME: The Curve- Storm Sewer
PROJECT LOCATION: S. Westminster Rd & SE 29th St.
TYPE OF CONSTRUCTION: Drainage improvements to The Curve

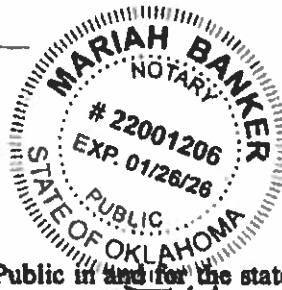
OWNER'S AFFIDAVIT OF ACCEPTANCE

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 \$ 95,498.00 less the City of Midwest City, Engineering Division Inspection Fees.

By [Signature]
OWNER

Date: 11-7-2022

STATE OF Oh
COUNTY OF Cleveland)ss.



Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 7 day of Nov, 2022, personally appeared Todd Wiley, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 1-26-26

[Signature]
NOTARY PUBLIC

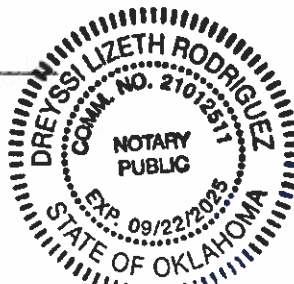
CONTRACTOR'S LIEN WAIVER

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

By [Signature]
CONTRACTOR

Date: 11-7-2022

STATE OF OKlahoma)
COUNTY OF OKlahoma)ss.



Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 7 day of November, 2022, personally appeared Greg Homan, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 9/22/2025

[Signature]
NOTARY PUBLIC



Public Works Administration

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

Carrie Evenson,
Assistant Public Works Director
cevenson@midwestcityok.org
405-739-1062
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: 13 December 2022

Subject: Discussion, consideration, and possible action of appointing Ms. Erin Hurst from Midwest City Council Ward 2 to replace, Mrs. Suzi Byrne who resigned as the Ward 2 representative for the Midwest City Tree Board.

On October 26, 2022, Mrs. Suzi Byrne, the Midwest City Council Ward 2 representative for the Midwest City Tree Board resigned. Mrs. Byrne 3 year term date would have been May 27, 2023. Ms. Hurst has indicated she wishes to be considered for the Ward 2 appointment that serves on the Midwest City Tree Board. Ms. Hurst has graciously committed to the required three-year term, ending December 09, 2025. I am recommending her appointment to the Midwest City Tree Board.

Tree Board Members

Aruna Abhayagoonawardhana Chair (Ward 6) Term Date: November 14, 2023
AJ Bailey Vice Chair (Ward 3) Term Date: June 10, 2025
Theresa Mortimer (Ward 1) Term Date November 14, 2023
Vacant (Ward 2) Term Date: May 27-2023
Susan Glapion (Ward 4) Term Date: October 08, 2024
Marcus Hayes (Ward 5) Term Date: October 08, 2024
Sherry Beaird (Ward 6) Term Date: March 12, 2024

Action is at the discretion of the Mayor and Council.

R. Paul Streets
Public Works Director

To: Honorable Mayor and Council

From: Billy Harless, Community Development Director

Date: December 13, 2022


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

The terms of Jess Huskey, Frank Young and Charles McDade all expired on November 22, 2022. All three wish to be considered for reappointment.

In accordance with Ordinance No. 3484, Appendix A, Zoning Regulations Section 6, Development Review bodies, Part 6.3, Board of Adjustment; Subpart 6.3.2 Membership; and providing for repealer and severability. The members shall be nominated by the Mayor with the approval of the City Council.

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

Expires	
Jess Huskey	Expires Dec.13, 2025 –if reappointed
Frank Young	Expires Dec.13, 2025 –if reappointed
Charles McDade	Expires Dec.13, 2025 –if reappointed
Tammy Cook	6/13/23
Cy Valanejad	5/13/23


Billy Harless, AICP
Community Development Director

ORDINANCE NO. 34 84

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, APPENDIX A, ZONING REGULATIONS, SECTION 6, DEVELOPMENT REVIEW BODIES, PART 6.3, BOARD OF ADJUSTMENT; SUBPART 6.3.2, MEMBERSHIP; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Appendix A, Zoning Regulations, Section 6, Development Review Bodies, Part 6.3, Board of Adjustment, Subpart 6.3.2, Membership; is hereby amended to read as follows:

(A) *Number of members and residency.* The Board of Adjustment shall be composed of five (5) members, citizens of the City of Midwest City.

(B) *Appointment and approval of members.* Members shall be appointed by the mayor with the approval of the City Council.

(C) *Term.* Members shall serve a term of three (3) years.

(D) *Planning Commission Membership.* Two (2) members of the Board of Adjustment may be appointed by the City Council from the Planning Commission membership.

(E) *Removal of members.* Removal from the Board of Adjustment shall be for cause as provided by State statute after notice and hearing. Cause shall include, but not be limited to, violation of Section 2-28 of the Midwest City Code, maintaining permanent residence outside the corporate limits of Midwest City, or using his/her position for personal gain.

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

Section 3. SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of the ordinance.

1 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
2 Oklahoma, this 24 day of May, 2021.



THE CITY OF MIDWEST CITY, OKLAHOMA

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MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

Approved as to form and legality this 24th day of May, 2021.

DONALD D. MAISCH, City Attorney

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : December 13, 2022

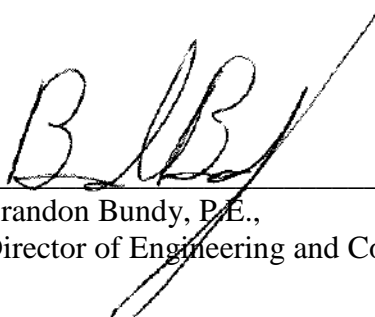
SUBJECT : Discussion, consideration, and possible action of reappointing Max Wilson and Rick Lewis both to a three year term for the City of Midwest City ADA Transition Plan Committee.

On August 11, 2015, the Midwest City Council voted to accept the Americans with Disabilities Act (ADA) Self Evaluation and Transition Plan and an ADA Transition Plan Committee made up of five people who live and/or work in Midwest City as well as one Planning Commissioner and one City Councilperson. Each person serves a three year term. The ADA Transition Plan Committee typically meets twice a year with the next meeting scheduled 6:30 PM on May 22nd, 2023.

Both Max Wilson and Rick Lewis have served faithfully since the origination of the committee in 2015. I have confirmed with both that they would both wish to be reappointed for additional terms.

Current members are as follows:

	Representing	Expires
Max Wilson	W6	<i>12/13/22</i>
Rick Lewis	W4	<i>12/13/22</i>
Clint Reininger	W1	08/12/23
John Reininger	W3	08/12/23
Sara Bana	City Council, W5	08/27/24
Earl Foster	W1	08/27/24
Dean Hinton	Planning Commission, W6	08/27/24



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

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : December 13, 2022

SUBJECT : Discussion, consideration, and possible action of appointing Jesse Stemper to a three year term for the City of Midwest City Builder Advisory Board.

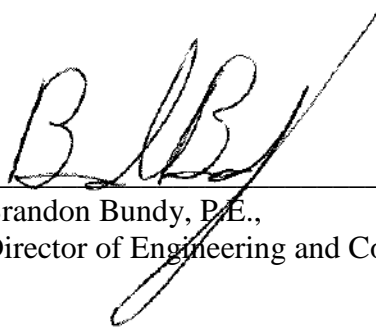
In accordance with Sec. 9-17 of the Municipal Code, the Builders Advisory Board shall consist of seven (7) members to be appointed by the mayor and approved by the City Council. The members of the board shall either be residents of the City or involved in the ownership, operation, or involvement in the building, construction or development business within the City.

The Builder Advisory Board last had a scheduled meeting on 10/05/2022 but did not have a quorum and a board member resigned, creating a vacancy. The Builder Advisory Board is needed to meet to review and update the City's overall building code, which was last updated in 07/11/2017. The goal is for this board to meet annually at a minimum. Next meeting is scheduled for 01/18/2023 at 8:15 AM.

Jesse Stemper is qualified to serve on the board per ordinance as a builder and as a resident of Midwest City (W1). Staff has contacted him and he would be honored to be considered for this appointment.

Current members are as follows:

	Qualifier	Expires
Vacancy caused by resignation		
Chris Clark	Builder	07/25/2023
Jim Campbell	(W 2), Builder / developer	05/28/2024
Allen Clark (Chair)	Builder	05/28/2024
Charlie Hartley	Builder	05/28/2024
Jim McWhirter	Builder / developer	06/24/2025
Joel Bryant	(W 6), Builder / developer	06/24/2025



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

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : December 13, 2022

SUBJECT : Discussion, consideration, and possible action of appointing Terry Hoss and Brandon Pitts (2) to initial two year terms; and reappointing Tye Moore and Mike Gregory (2) to three year terms for the City of Midwest City Electrical Board.

In accordance with Sec. 9-67 of the Municipal Code, the Electrical Board shall be journeyman electricians or electrical contractors licensed by the city, and shall be persons who are familiar with the requirements of the National Electrical Code and who know the methods of installing electric wiring. They shall be appointed by the mayor and city council. The board shall consist of five (5) members, each of whom shall have been actually engaged in the business of electrical work as a registered journeyman electrician or a registered electrical contractor for the past five (5) years next preceding the date of appointment. Members shall serve staggered terms of three (3) years.

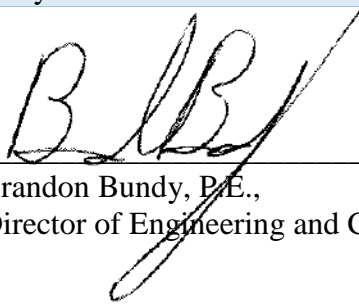
The Electrical Board is needed to meet to review and update the City's electrical code, which was last updated in 10/10/2006. The goal is for this board to meet annually at a minimum. Next meeting is scheduled for 01/19/2023 at 8:15 AM.

Both Terry Hoss (W3) and Brandon Pitts (W6) are qualified to serve on the board per ordinance. Staff has contacted them and both are honored to be considered for this appointment. Staff has requested that the initial term be two years so to follow the ordinance requiring staggered terms.

Both Tye Moore and Mike Gregory have served the board and wish reappointments for additional terms.

Current members are as follows:

	Residency (not required per ordinance)	Expires
Vacancy caused by retirement of board member (Steve Flowers)		
Vacancy caused by death of board member (John Hill)		
Tye Moore		1/10/23
Mike Gregory		1/10/23
Doyle Kelso	W6	1/09/24



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

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : December 13, 2022

SUBJECT : Discussion, consideration, and possible action of appointing both David Wallar and Scott Wiggy (2) and reappointing Gary Perkins (1) to three year terms for the City of Midwest City Plumbing, Gas, and Mechanical Board.

In accordance with Sec. 9-190 of the Municipal Code, the Plumbing, Gas, and Mechanical Board consisting of six (6) members of the plumbing, gas and mechanical trade (shall include at least one (1) master of each of the trades). The board members shall be appointed by the city council for terms of three (3) years, and each shall serve until his successor is appointed and qualified, unless sooner proved for cause. The board members shall have been actively engaged in their respective businesses or trades for a period of not less than two (2) years immediately preceding the date of appointment, and each shall be a citizen of the city with qualifications of an elector.

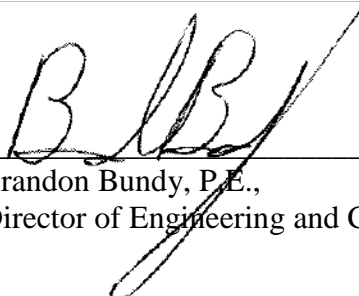
The Plumbing, Gas, and Mechanical Board is needed to meet to review and update the City's overall building code, which was last updated in 07/11/2017. The goal is for this board to meet annually at a minimum. Next meeting is scheduled for 01/20/2023 at 8:15 AM.

Both David Wallar (Plumbing / Gas, W3) and Scott Wiggy (Plumbing / Gas / Mechanical, W4) are qualified to serve on the board per ordinance. Staff has contacted them and both are honored to be considered for this appointment.

Gary Perkins has served the board and wishes to be reappointed for additional terms. The remaining expired term will be appointed at a later time.

Current members are as follows:

	Qualifier	Expires
Vacancy caused by retirement		
Vacancy caused by retirement		
Steve Franks	Mechanical	05/28/2024
Steven Bagwell	Mechanical	05/28/2024
Shawn Sisson	Plumbing	<i>Expired</i>
Gary Perkins	Plumbing, W6	<i>Expired</i>



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



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

Memorandum

TO: Honorable Mayor and City Council

FROM: Sid Porter, Chief of Police

DATE: December 13, 2022

SUBJECT: Discussion, consideration, and possible action of declaring (2) 2014 Chevrolet Caprices, (2) 2012 Chevrolet Impalas, (1) 2010 Chevrolet Impala, (1) 2008 Dodge Pickup, and (1) 2019 BMW Motorcycle and their contents, as surplus and authorizing disposal by public auction, sealed bid or other means necessary.

The items identified are property that the Midwest City Police Department no longer needs or uses and have been removed from service. Staff recommends that these item be declared surplus. These vehicles are not estimated to have a value or sell for \$10,000.00 or more.

Items for surplus:

060005 14 Chevrolet Caprice 6G3NS5U29EL952352
060052 14 Chevrolet Caprice 6G3NS5U22EL959692
060091 12 Chevrolet Impala 2G1WD5E31C1157892
060143 12 Chevrolet Impala 2G1WD5E33C1285034
060083 10 Chevrolet Impala 2G1WD5EM7A1245951

060209 08 Dodge P/U-SIU Units 1D7HA18N18S515066

060206 19 BMW M/C WB10J630XKZG34054

Auction services are provided to the City by:

1. www.ebay.com
2. www.govdeals.com
3. www.pulicsurplus.com

Staff recommends approval.

Sid Porter

Sid Porter, Chief of Police



**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

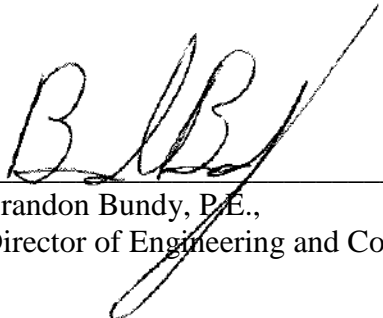
DATE : December 13, 2022

SUBJECT : Discussion, consideration, and possible action of (1) Ice Machine and (1) Chair as surplus property and authorizing their disposal through sealed bid, public auction, or by other means as necessary.

The Department of Engineering and Construction Services requests to declare the listed items of City property surplus and authorize their disposal through sealed bid, public auction, or by other means as necessary.

1 Commercial Ice-O-Matic Machine
1 Office chair

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



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



DISCUSSION ITEMS



TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : December 13, 2022

SUBJECT : Discussion, consideration, and possible action of a Professional Services Agreement with Lee Engineering, LLC. in the amount of \$113,800 to provide survey and design services for a future federal aid project to upgrade and improve 6 signals, known as JP 35927(04).

The City invited three qualified design consultants to interview, of which two consultants interviewed September 23 for an upcoming project to upgrade 6 signals. Staff selected Lee Engineering, LLC. as the most qualified consultant and negotiations then began to define the scope and fee. Internal staff does not currently have the capacity or expertise to complete this project in house.

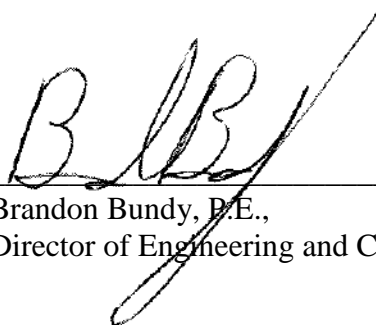
This project is estimated to bid winter 2024 with construction beginning in summer of 2024. Construction of the project is 100% federally funded up to a cap of \$788,640. Improvements are to be made at the following 6 signals:

- Air Depot Boulevard / SE 29th Street
- Air Depot Boulevard / Boeing Drive
- Air Depot Boulevard / Eddie Drive
- Air Depot Boulevard / Jarmon Drive
- Air Depot Boulevard / Heritage Park Mall
- SE 15th Street / Soldier Creek Elementary Pedestrian Crossing

Lee Engineering, LLC. is requested to do additional work (Task 5) to develop signal timing and coordination plans for the Air Depot Boulevard signals for I-40, SE 29th Street, and Boeing Drive. That group of signals were reconstructed by ODOT in 2016 when the last timing plan was created. Since that time, there have been numerous changes to the area including operations of the Tinker Gate. The goal of this task is to have a qualified consultant model the traffic to create timing plans including at least 2 Tinker Air Force Base shift changes.

This contract will be funded in the FY 22-23 budget through projects #92312 (Fund 57).

I am available for any additional questions.



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

PROFESSIONAL SERVICES AGREEMENT
between
Lee Engineering, LLC
And
THE CITY OF MIDWEST CITY

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

WITNESSETH:

WHEREAS, **City** is in need of the following professional services design and develop construction plans for JP 35927(04), a federally funded signal and ADA improvement project; and

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

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

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

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

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

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

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

PROFESSIONAL SERVICES AGREEMENT
between
Lee Engineering, LLC
And
THE CITY OF MIDWEST CITY

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

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

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

PROFESSIONAL SERVICES AGREEMENT
between
Lee Engineering, LLC
And
THE CITY OF MIDWEST CITY

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

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

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

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

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

PROFESSIONAL SERVICES AGREEMENT
between
Lee Engineering, LLC
And
THE CITY OF MIDWEST CITY

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

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

3. CONSIDERATION

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

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

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

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

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

PROFESSIONAL SERVICES AGREEMENT
between
Lee Engineering, LLC
And
THE CITY OF MIDWEST CITY

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

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

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

5. TERM, TERMINATION AND STOP WORK

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

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

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

PROFESSIONAL SERVICES AGREEMENT
between
Lee Engineering, LLC
And
THE CITY OF MIDWEST CITY

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

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

4. The rights and remedies of the **City** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein

PROFESSIONAL SERVICES AGREEMENT
between
Lee Engineering, LLC
And
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shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Professional Service Provider** under this **Agreement**.

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

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

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

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

PROFESSIONAL SERVICES AGREEMENT
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6. WARRANTIES

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

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

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

7. INSURANCE

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

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

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

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

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prior to such revocation, non-renewal, termination, and expiration or during the period in which the **Professional Service Provider** is services under the **Agreement**.

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

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

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

8. INDEMNIFICATION

A. Professional services claim. The **Professional Service Provider** shall indemnify and hold the **City** and the **City's** officers, directors, members, and employees harmless from and against damages, losses and judgments arising from claims by third parties, but only to the extent they are caused by the willful misconduct or negligent acts, errors, or omissions of the **Professional Service Provider**, its employees and its **Professional Service Providers**, or anyone for whose acts any of them may be legally liable, in the performance of professional services under this Agreement.. The **Professional Service Provider** is not obligated to indemnify any Indemnatee in any manner whatsoever for the Indemnatee's own negligence.

B. Non-Professional Services claim. The **Professional Service Provider** shall

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indemnify, defend, and hold harmless **City** and the **City's** officers, directors, members, and employees from any and all liabilities, claims, demands, causes of action, loss, cost, damages, and expenses, including reasonable attorney's fees, expert and **Professional Service Provider** fees to the extent caused by the willful misconduct or negligent acts or omissions of the **Professional Service Provider** and those of its Subconsultants or anyone for whom the **Professional Service Provider** is legally liable. The **Professional Service Provider** is not obligated to indemnify or defend any Indemnatee in any manner whatsoever for the Indemnatee's own negligence.

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

9. BONDS

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

10. CONFIDENTIALITY

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

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Professional Service Provider. **Professional Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

11. NOTICES

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

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

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

Ryan Henderson, PE, PTOE
Lee Engineering, LLC
525 Central Park Drive, Suite 107
Oklahoma City, OK 73105

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

12. ABIDES BY LAW

The **Professional Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **City**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Professional Service Provider’s** activities. **Professional**

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Service Provider will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

13. ASSIGNMENT AND SUBLEASE

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

14. COMPLETE AGREEMENT AND AMENDMENT

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

15. TIME OF ESSENCE

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

16. MULTIPLE ORIGINALS

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

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17. ANTI-COLLUSION

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

18. BREACH AND DEFAULT

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

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

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

19. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely

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for the benefit of the **Professional Service Provider** and the **City**, and none of the provisions hereof are intended to benefit any third parties.

20. VENUE AND CHOICE OF LAW

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

21. VALIDITY

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

22. NO WAIVER

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

23. NO EXTRA WORK

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

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24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **City** hereby delegates to the City Manager all amendments and renewals to this **Agreement** for approval and execution **unless** the amendment or renewal is required by City Ordinance to be approved and executed by the City Council.

25. EFFECTIVE DATE

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

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

Professional Service Provider: Lee Engineering, LLC

By: 

Name: Ryan Henderson

Title: Project Manager

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
Lee Engineering, LLC
And
THE CITY OF MIDWEST CITY

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

THE CITY OF MIDWEST CITY

TIM LYON, CITY MANAGER

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

City of Midwest City
6 Signals - Air Depot Corridor and Soldier Creek
Elementary School
Oklahoma Department of Transportation

ATTACHMENT "A" – SCOPE OF SERVICES

SECTION 1 – GENERAL PROJECT SCOPE

The CONSULTANT shall provide traffic engineering services to design and provide construction plans for traffic signal upgrades at the following six signalized intersections to meet the current ADA standards:

- Air Depot Blvd and SE 29th St
- Air Depot Blvd and Boeing Dr
- Air Depot Blvd and Eddie Dr
- Air Depot Blvd and Jarman Dr
- Air Depot Blvd and Heritage Park Mall
- Soldier Creek Elementary School and SE 15th St

Signal modifications at these intersections shall include upgrades to video detection, GPS emergency pre-emption, signal heads, striping, countdown pedestrian signal heads, pedestrian push buttons, and luminaires. In addition to design, the CONSULTANT shall submit required NEPA documentation to ODOT and respond to all requests for information. The CONSULTANT shall hold a utility coordination meeting and discuss conflicts and mitigation measures. If utility relocation is required, utility plans will be developed through a supplement to this contract.

The design services will include a topographic and control survey, turning movement counts (at five intersections), ADA improvements including ramps, landings, sidewalks, pedestrian, and vehicular signal modifications, signing and striping plans, and traffic control plans to allow construction under existing traffic. This project will be constructed as a single project and let through the ODOT system.

1. BASIC SERVICES

1.1 GENERAL. The CONSULTANT's scope of work in conjunction with the project is anticipated to include the following activities:

- 1.1.1 Performance of a DETAILED TOPOGRAPHIC AND CONTROL SURVEY to locate all adjacent property lines, fences, trees, and other pertinent physical features at six intersection improvement locations.

- 1.1.2 Provide a COST ESTIMATE.
- 1.1.3 Provide all necessary right-of-way parcel plots and acquisition documents.
- 1.1.4 Furnish construction plans to each utility company as necessary to coordinate utility relocation with project construction.
- 1.1.5 Provide the necessary and appropriate engineering and technical services to design traffic signal and ADA upgrades.
- 1.1.6 Preparation of PRELIMINARY and FINAL CONSTRUCTION PLANS according to ODOT requirements.
- 1.1.7 Provide plans for submission to state and federal agencies pursuant to applications for federal funding for the project, including the submittal of required NEPA documentation to ODOT and responding to all requests for information
- 1.1.8 Provide to OWNER digital copies of all final construction drawings in a format compatible with AutoCAD. Record drawings will be provided in PDF format.
- 1.1.9 Assist the OWNER and ODOT during project construction.
- 1.1.10 Obtain OWNER and ODOT approval of plans.
- 1.1.11 Meet with OWNER and ODOT Staff as necessary.

1.2 TASK 1 – TOPOGRAPHIC SURVEY

- 1.2.1 General Scope - The scope of this project is to develop a topographical survey for traffic signal and ADA improvements at the intersections of Air Depot Blvd and SE 29th St, Air Depot Blvd and Boeing Dr, Air Depot Blvd and Eddie Dr, Air Depot Blvd and Jarman Dr, Air Depot Blvd and Heritage Park Mall, and Soldier Creek Elementary School and SE 15th St.
- 1.2.2 Survey extents for each intersection shall be approximately 150-ft along the centerline of each intersection from right-of-way to right-of-way. An additional 75-ft will be required west of the right-of-way at Jarman Dr, and an additional 75-ft will be required east of the right-of-way at Heritage Park Mall driveway.
- 1.2.3 Field survey within survey extents of topographic features, including buildings, roads, railroads, drainage features, bridges, culverts, fences, driveways, poles, edge of tree groupings, fire hydrants, manholes, catch basins, existing utilities, pavement markings, and signage, etc.

- 1.2.4 Horizontal control, vertical control, and land ties according to Oklahoma State Plane coordinate system. The project horizontal datum will be NAD83 projected on Oklahoma State Plan Coordinates North Zone. Establish control using known primary control points or benchmarks. Permanent control points will be set outside the construction limits and shall be 5/8-in rebar with a plastic cap.
- 1.2.5 OKIE will be contacted to have utilities marked. All visible above-ground utility structures will be located including sanitary and storm sewer pipe inverts, sizes and directions, water valves, and water valve top of nut.
- 1.2.6 Set and identify two (2) benchmarks for vertical control.
- 1.2.7 Research and secure property ownerships, right-of-way, and easements
- 1.2.8 All survey shall be drawn in AutoCAD.

1.3 TASK 2 – TRAFFIC DATA COLLECTION

- 1.3.1 LEE has contracted with All Traffic Data Services (SUBCONSULTANT) to collect turning movement counts at Air Depot Blvd and Boeing Dr, Air Depot Blvd and SE 29th St, Air Depot Blvd and WB I-40, and Air Depot Blvd and EB I-40 for signal timing coordination.
- 1.3.2 The SUBCONSULTANT will also perform BEFORE and AFTER travel time run studies for comparison of "before" and "after" conditions.

1.4 TASK 3 – PRELIMINARY PLANS

- 1.4.1 This task includes the initial work required to begin the project and preparation of the preliminary plans (30%). Detailed scope items are as follows:
- 1.4.2 Obtain and review existing plans, aerials, GIS information, traffic information, utility information, plat, and property information.
- 1.4.3 Perform field investigation to identify/review existing conditions and the detailed scope of possible reuse of existing signal and pedestrian equipment.
- 1.4.4 Develop preliminary design plans (30%) for the project with sufficient information to satisfy ODOT criteria required to obtain Federal funding. These preliminary plans would be developed for submission and review by the OWNER and ODOT. Preliminary (30%) Plans shall include the following sheets:
 - Title Sheet
 - Pay Items, Quantities, and Notes

Typical Sections
Traffic Signal Layouts

- 1.4.5 After receipt of preliminary plan review comments, develop plan-in-hand design plans (60%) for submittal to the OWNER and ODOT for review. Plan-In-Hand Design Plans (60%) shall include the following sheets in addition to those previously prepared during the Preliminary (30%) Plans stage:
- Signing and Striping Plans
 - Traffic Signal Design Tables
 - Intersection Geometric Layouts showing sidewalk and ADA ramps
- 1.4.6 Prepare Right-of-Way Plan Submittal (60%) with legal descriptions for affected properties to be submitted to the OWNER for processing and acquisition.

1.5 TASK 4 – FINAL PLANS

- 1.5.1 This task includes the work required to complete the final design plans and specifications. Detailed scope items are as follows:
- 1.5.2 Hold a plan-in-hand field meeting with OWNER and ODOT staff to discuss specific issues with the plan-in-hand plans and detail how to proceed with final plans.
- 1.5.3 Provide utility coordination for all public and private utilities in conflict with the project improvements. Coordinate and hold a utility coordination meeting. Send project plans to all utility companies within the corridor.
- 1.5.4 Prepare final detailed construction estimates based on the final plans.
- 1.5.5 Develop final design plans and specifications for a single construction contract. The final design plans will have sufficient information to satisfy the ODOT criteria required for federal funding. These final design plans would be developed for submission to the OWNER and ODOT for review.
- 1.5.6 Final Review Plans (90%) shall include the following sheets and the sheets prepared in the preliminary design phase.
- Cross Sections, where necessary
 - Project Location Map
 - Summary Sheets
 - Erosion Control Plan and SWPPP
 - Traffic Signal Wiring Diagram
 - Traffic Signal Phasing & Sequencing Diagram
 - Traffic Signal Timing Data
 - Traffic Control Sheet
 - Miscellaneous Details

Standard Details

- 1.5.7 Prepare and submit Final Signed and Sealed Plans (100%) with Final Review plan comments incorporated. ODOT ProjectWise requirements will be met for the final plan submission.
- 1.5.8 Bid Services include attendance at the ODOT Pre-Bid meeting, review of bidder's questions, and preparation of addendum, before bid opening. This task would provide bidding services for a single construction contract.

1.6 TASK 5 – TRAFFIC SIGNAL TIMING AND COORDINATION


- 1.6.1 Collect turning movement counts at Air Depot Blvd and Jarman Dr for flashing yellow arrow analysis.
- 1.6.2 The City will provide a common cycle length for each timing plan. The City will also provide split histories and existing timings for each intersection.
- 1.6.3 LEE will provide updated, coordinated traffic signal timing plans for the four (4) signalized intersections along Air Depot Blvd between I-40 interchange and Boeing Dr. Signal timings will be developed for up to five (5) weekday time periods – AM Peak, Midday, PM Peak, and up to two Tinker Air Force Base shift changes as directed by the City. Standard City of Midwest City cycle length values will be used for each of the five (5) time periods. As a result, a cycle length assessment for the intersections will not be performed by LEE for any of the time periods.
- 1.6.4 LEE will develop coordinated splits, offsets, and phase changes at the intersections and generate optimized signal timing plans. These timing plans will be submitted to the City for review and discussion. LEE will update the signal timing plans based on the review comments from the City.
- 1.6.5 The fine-tuning of these signals will utilize the data collected by the SUBCONSULTANT in TASK 2 after new timings have been implemented by the CONTRACTOR. Adjustments to splits and offsets will be identified to accommodate traffic conditions. Please note that only one (1) fine-tuning effort is included in this scope of services. Any adjustments requested after the first effort has been completed will be considered additional services. After fine-tuning is complete, the SUBCONSULTANT will perform AFTER travel time run studies for comparison of "before" and "after" conditions.

Additional Services

Any additional services or scope of work not outlined in the previous sections including Construction Administration Services and Record Drawings will only be considered upon the approval and execution of a signed amendment to this contract. See attachment B-2 rate sheet for hourly rates.

Thank you for the opportunity to submit this scope and fee proposal for the City of Midwest City Signal Upgrade, 6 Signals Air Depot Corridor and Soldier Creek Elementary School. We look forward to working with you on this project. If you have any questions or need additional information, please contact Ryan Henderson in our Oklahoma City office at rhenderson@lee-eng.com or (405) 384-5127.

Sincerely,


Digitally signed by Dharmesh Shah, PE,
PTOE
DN: cn=Dharmesh Shah, PE, PTOE,
o=Lee Engineering, LLC, ou,
email=dshah@lee-eng.com, c=US
Date: 2022.11.17 15:30:13 -06'00'

Dharmesh Shah, P.E., PTOE
Vice-President

ATTACHMENT "B" – COMPENSATION

Under the terms of this Contact, the CONSULTANT agrees to perform the work and services described in this Contract. ODOT agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$113,800 for Basic Services as specifically set forth in this ATTACHMENT "B".

Compensation for basic services may not exceed \$113,800 and in no event may the CONSULTANT receive compensation in excess of the amount listed for each task for performance of its basic services.

The CONSULTANT may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed.

Task 1 an amount not to exceed:	<u>\$15,000.00</u> <u>Lump Sum</u> Completion and submittal of the survey.
Task 2 an amount not to exceed:	<u>\$9,000.00</u> <u>Lump Sum</u> Completion and submittal of the traffic data.
Task 3 an amount not to exceed:	<u>\$39,000.00</u> <u>Lump Sum</u> Completion and submittal of the preliminary plans
Task 4 an amount not to exceed:	<u>\$35,000.00</u> <u>Lump Sum</u> Completion and submittal of the final construction plans in accordance with ODOT standards.
Task 5 an amount not to exceed:	<u>\$15,600.00</u> <u>Lump Sum</u> Completion of the Signal Timing and Coordination.
Direct Costs an amount not to exceed:	<u>\$200.00</u> <u>Lump Sum</u> Direct Non-Payroll Costs including Reproduction and Mileage.

LEE ENGINEERING, LLC
ENGINEERING CONTRACT FEE PROPOSAL

Project Description:	6 Signals - Air Depot Corridor and Soldier Creek Elementary School		
Project No.:	STBG-UZA Safety Project		
Client:	MIDWEST CITY / ODOT		
Prepared By:	REH		November 17, 2022

Direct Salary Costs			
Labor Description	Labor Rate	Total Manhours	Total Cost
Principal	\$300.59	6	\$ 1,803.54
Sr. Project Manager	\$257.66	0	\$ -
Project Manager	\$193.25	162	\$ 31,306.50
Senior Engineer	\$170.25	0	\$ -
Project Engineer	\$145.69	192	\$ 27,972.48
Sr. Engineering Designer	\$125.75	52	\$ 6,539.00
Engineering Designer	\$122.69	0	\$ -
CAD Designer	\$103.68	212	\$ 21,980.16
Clerical/Admin	\$79.75	0	\$ -
TOTAL DIRECT SALARY COSTS			\$ 89,601.68

Direct Non-Payroll Costs			
Description			Total Cost
Travel Expenses			\$ 200.00
Survey			\$ 15,000.00
Traffic Data Collection			\$ 9,000.00
TOTAL NON-PAYROLL COSTS			\$ 24,200.00

	ROUNDING	\$ (1.68)
GRAND TOTAL PROPOSED FEE		\$ 113,800.00

MANHOUR DISTRIBUTION

Task	Principal	Project Manager	Project Engineer	Sr. Engr Designer	CAD Designer	TOTAL	Cost
TASK 1 - Survey							
TASK 2 - Traffic Data Collection							
TASK 3 - Preliminary Plans							
MANAGEMENT/MEETINGS							
Client Coordination/Meetings		4	4			8	\$1,355.76
Quality Control Review	1	4	4			9	\$1,656.35
DESIGN							
Obtain/Review Existing Data		4	4			8	\$1,355.76
Field Reconnaissance		4	4			8	\$1,355.76
Turning Movement Counts/FYA Analysis		2	4		4	10	\$1,383.98
Quantities and Cost Estimate		4	4		2	10	\$1,563.12
NEPA Documentation/Coordination		4	4		4	12	\$1,770.48
PRELIMINARY PLANS							
Title Sheet (1 sheet)		2	2		4	8	\$1,092.60
Pay Items, Quantities, and Notes (1 sheet)		2	2		4	8	\$1,092.60
Typical Sections (1 sheet)		2	4		6	12	\$1,591.34
Traffic Signal Layouts (6 sheets)		6	6	8	20	40	\$5,113.24
30% Plan Submittal Preparation		2	6		8	16	\$2,090.08
Signing and Striping Plans (6 sheets)		6	6	8	20	40	\$5,113.24
Traffic Signal Design Tables (6 sheets)		6	6	8	12	32	\$4,283.60
Intersection Geometric Layouts (6 sheets)		6	6	8	20	40	\$5,113.24
60% Plan Submittal Preparation	1	4	8		8	21	\$3,068.55
SUBTOTAL TASK 3	2	62	74	32	112	282	\$38,999.90
TASK 4 - Final Plans							
MANAGEMENT/MEETINGS							
Client Coordination/Meetings		4	4			8	\$1,355.76
Quality Control Review	1	4	4			9	\$1,656.35
Plan-In-Hand Field Review		4	4			8	\$1,355.76
DESIGN							
Right-of-Way Submittal & Exhibits (65% Submittal)		2	2		4	8	\$1,092.60
Utility Coordination		4	4			8	\$1,355.76
Cost Estimate		2	4			6	\$969.26
FINAL PLANS							
Revise Sheets from Preliminary Plans (27 sheets)		4	8		12	24	\$3,182.68
Summary Sheets (2 sheets)		2	4		8	14	\$1,798.70
Project Location Map (1 sheet)		1			4	5	\$607.97
SWPPP (1 sheet)		1			4	5	\$607.97
Traffic Signal Wiring Diagram (6 sheets)		4	8	8	12	32	\$4,188.68
Traffic Signal Phasing & Sequencing Diagram (6 sheets)		4	8	8	12	32	\$4,188.68
Traffic Control Plan and Quantities (2 sheets)		1	1		12	14	\$1,583.10
Miscellaneous Detail Sheet (1 sheet)		2	2	2	6	12	\$1,551.46
90% Plan Submittal Preparation		4	8		8	20	\$2,767.96
Standard Detail Sheets		1	1	2	4	8	\$1,005.16
Special Provisions/Specifications		2	4		2	8	\$1,176.62
100% Plan Submittal Preparation (53 sheets)	1	4	8		8	21	\$3,068.55
BIDDING SERVICES							
Pre-Bid Meeting		2				2	\$386.50
Bidder Questions, RFIs, Addendum		2	2		4	8	\$1,092.60
SUBTOTAL TASK 4	2	54	76	20	100	252	\$34,992.12
TASK 5 - Traffic Signal Timing & Coordination							
Obtain Existing Timings and Intersection Data			2			2	\$291.38
Setup Synchro Models for 5 TOD Plans		6	8			14	\$2,325.02
Signal Timing Development for 5 TOD Plans	1	12	16			29	\$4,950.63
Fine Tuning of Corridor		10	8			18	\$3,098.02
Before and After Timing Evaluation		12	4			16	\$2,901.76
Preparation of Signal Timing Recommendations	1	6	4			11	\$2,042.85
SUBTOTAL TASK 5	2	46	42	0	0	90	\$15,609.66
HOURLY RATES	300.59	193.25	145.69	125.75	103.68		
TOTAL HOURS	6	162	192	52	212	624	
GRAND TOTAL							\$89,601.68

Direct Non-Payroll Costs

Travel Expenses			
Vehicle: (40 miles Round Trip)	Mileage	per mile	Total Cost
Field Visit	40.00	0.625	\$ 25.00
Plan in Hand	120.00	0.625	\$ 75.00
Construction Admin	120.00	0.625	\$ 75.00
Final Inspection	40.00	0.625	\$ 25.00
SUBTOTAL			\$ 200.00

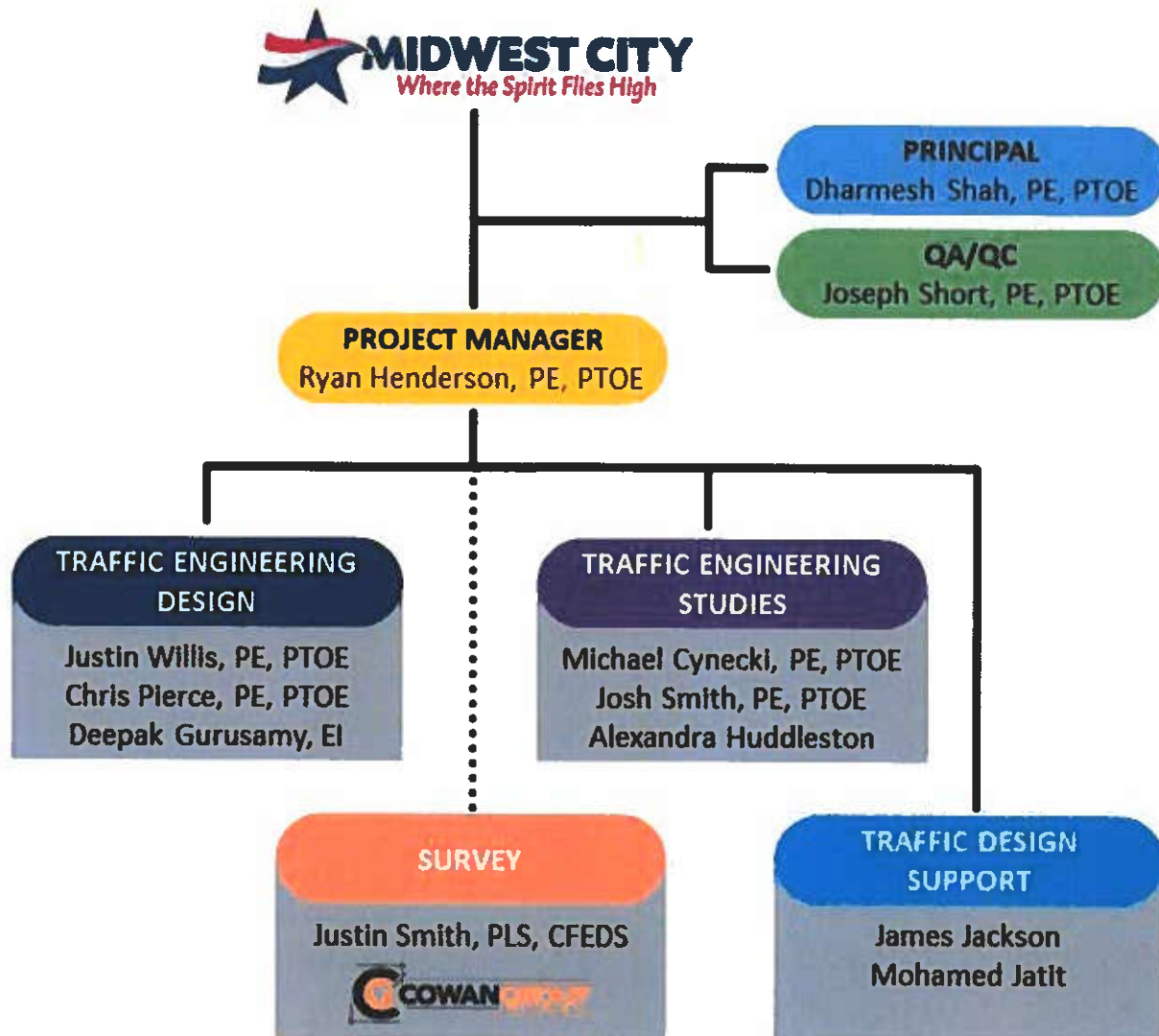
Subconsultants			Total Cost
Cowan Group Engineering			\$ 15,000.00
All Traffic Data Services			\$ 9,000.00
SUBTOTAL			\$ 24,000.00

TOTAL NON-PAYROLL COSTS	\$ 24,200.00
--------------------------------	---------------------

ATTACHMENT “C” – PROFESSIONAL SERVICE PROVIDER'S TEAM

LEE ENGINEERING

Organizational Work Chart



ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/11/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	CONTACT NAME: Trudy Henry PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): E-MAIL ADDRESS: ACECCertificates@greyling.com																					
INSURED Lee Engineering LLC 3610 N. 44th Street, Suite 100 Phoenix, AZ 85018	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td colspan="2">INSURER A : Sentinel Insurance Company</td><td>11000</td></tr> <tr> <td colspan="2">INSURER B : Hartford Casualty Ins. Co.</td><td>29424</td></tr> <tr> <td colspan="2">INSURER C : Hartford Accident & Indemnity Company</td><td>22357</td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Sentinel Insurance Company		11000	INSURER B : Hartford Casualty Ins. Co.		29424	INSURER C : Hartford Accident & Indemnity Company		22357	INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C : Hartford Accident & Indemnity Company		22357																				
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES**CERTIFICATE NUMBER: 22-23****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.

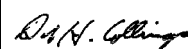
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			20SBWPG6112	11/01/2022	11/01/2023	EACH OCCURRENCE \$2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000
							MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$4,000,000
	OTHER:						\$
C	AUTOMOBILE LIABILITY			20UEGPY8814	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			20XHGX8800	11/01/2022	11/01/2023	EACH OCCURRENCE \$3,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$3,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A						E.L. EACH ACCIDENT \$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION****Evidence of Coverage**

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)

5/19/2022

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.

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PRODUCER Professional Underwriters of AZ, Inc. P.O. Box 5419 Scottsdale AZ 85261-5419	CONTACT NAME: Jeff Gerrick PHONE (A/C, No, Ext): 480-483-0440 FAX (A/C, No): 480-948-7752 E-MAIL ADDRESS: jeff@prounderwriters.com
License#: 1800004061 LEEENGI-01	INSURER(S) AFFORDING COVERAGE INSURER A : Trav Cas&Surety Co America INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Lee Engineering, LLC 3610 N. 44th Street., #100 Phoenix AZ 85018	NAIC # 31194

COVERAGES**CERTIFICATE NUMBER:** 768303417**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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Architect/Engineer		Y	107091368	5/14/2022	5/14/2023	Per Claim Annual Aggregate 2,000,000 4,000,000

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

FOR INFORMATION PURPOSES ONLY.

Waiver of Subrogation included as indicated. Should any of the above described policies be cancelled before the expiration date thereof, the insurer will mail (30) days written notice to the certificate holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

CERTIFICATE HOLDER**CANCELLATION**

Lee Engineering, LLC
3610 N. 44th St., #100
Phoenix AZ 85018

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

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LEEENGI-01

JCHAPA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2022

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.

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PRODUCER Cravens Warren Insurance Agency, Inc. 10011 W. Gulf Bank Rd. Houston, TX 77040	CONTACT NAME: PHONE (A/C, No, Ext): (713) 690-6000		FAX (A/C, No): (713) 690-6020
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Texas Mutual Insurance Company		22945
	INSURER B :		
INSURED G&A Outsourcing, LLC dba G&A Partners 17220 Katy Frwy; Suite 350 Houston, TX 77094	INSURER C :		
	INSURER D :		
	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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A		0001076234	2/23/2022	3/1/2023	<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)
 Form WC 42 03 11, Texas Professional Employer Organization (PEO) Endorsement, extends coverage to the covered employees of Lee Engineering, LLC; the client of the Named Insured.

Workers Compensation Pol# 0001076234 provides coverage for Texas Operations; subject to policy terms, conditions, and exclusions.

Policy includes Form #WC4203 04 B Texas Waiver of Our Right to Recover From Others Endorsement in favor of certificate holder where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Lee Engineering, LLC 3030 LBJ Freeway, Suite 1660 Dallas, TX 75234	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 



WORKERS' COMPENSATION AND
EMPLOYERS LIABILITY POLICY

WC 42 03 11
Insured copy

Texas Professional Employer Organization (PEO) Endorsement

This endorsement provides coverage for your covered employees to the client shown in the Schedule below.

This endorsement applies only if attached to a policy issued in your name as the primary insured, and only with respect to your client's and your covered employees under a professional employer services agreement between you and your client shown in the Schedule below.

Certain words and phrases in this endorsement are defined as follows:

Client means any person who enters into a professional employer services agreement with a PEO.

Coemployment relationship means a contractual relationship between a client and a PEO that involves the sharing of employment responsibilities with, or allocation of employment responsibilities to, covered employees in accordance with the professional employer services agreement and Texas Labor Code, Chapter 91.

Professional Employer Organization (PEO) means a business entity that offers professional employer services.

Covered employee means an individual having a coemployment relationship with a PEO.

Direct employee means an individual who is employed by a PEO or a client and does not have a coemployment relationship with a PEO.

Professional Employer Services Agreement means a contract between a PEO and a client that includes details of the coemployment relationship.

Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) apply to your covered employees to the client shown in the Schedule below. Under Part One, we will reimburse you for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

Under Part Two, the limits of our liability apply jointly to you and the client. Our duty is to provide a single defense for you and the client on a claim, proceeding, or suit for damages payable under this insurance.

The coverage afforded by this endorsement is not intended to satisfy the client's duty to secure its obligations under the workers compensation law for its direct employees.

If this policy is cancelled, we will send notice of such cancellation to you. You must notify each client by certified mail within three days of receipt of such notice.

Premium will be charged for covered employees of the client shown in the Schedule below. To satisfy your obligations under Part Five (Premium), C.2, you must maintain and furnish to us a complete payroll record by client for these covered employees.

Part Four (Your Duties If Injury Occurs) applies to you and to the client. The client will recognize our right to defend under Parts One and Two and our right to inspect under Part Six (Conditions).



WORKERS' COMPENSATION AND
EMPLOYERS LIABILITY POLICY

WC 42 03 11
Insured copy

Schedule

Client name

Client ID

Locations

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 2/23/22 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001076234 of Texas Mutual Insurance Company effective on 2/23/22

Issued to: G & A OUTSOURCING INC

DBA: G & A PARTNERS

This is not a bill

NCCI Carrier Code: 29939

Authorized representative



Public Works Administration

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

Carrie Evenson,
Assistant Public Works Director
cevenson@midwestcityok.org
405-739-1062
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: December 13, 2022

Subject: Discussion, consideration and possible action of a public hearing to approve the annual Tree Board Landscape Master Plan as required in Article II, Section 42-36 of the Midwest City Code of Ordinances.

As required under Article II, Section 42-34 of the Midwest City Code of Ordinances, the Tree Board is to make updates and recommendations to the City Council.

Therefore, the Tree Board recommends that the City Council approve the following updates: 1) Tree Board members; and 2) the City Council members as listed in the attached FY 2022-23 Tree Board Master Plan.

These updates were made at the Tree Board meeting on November 15, 2022 and the minutes will be approved at the next Tree Board meeting scheduled for January 10, 2023.

A copy of the updated Master Plan has been submitted for your review as required in Article II, Section 42-36 of the Midwest City Code of Ordinances.

Respectfully,

A handwritten signature in black ink that reads "R. Paul Streets". The signature is written in a cursive, flowing style.

R. Paul Streets
Public Works Director

Midwest City Landscape Master Plan



Midwest City Tree Board
8730 S.E. 15th St.
Office # (405)739-1066
Fax # (405)739-1090
www.midwestcityok.org



2022/2023



MIDWEST CITY
Where the Spirit Flies High



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Acknowledgements

City Council Members

Mayor Matt 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



Tree Board Members

Aruna
Abhayagoonawardhana
Chair (Ward 6)
AJ Bailey Vice Chair(Ward 3)
Theresa Mortimer(Ward 1)
Vacant (Ward 2)
Susan Glapion (Ward 4)
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A LANDSCAPE MASTER PLAN

PREPARED FOR

THE CITY OF MIDWEST CITY, OKLAHOMA

REVISED:

November 2022

PROFESSIONAL AND TECHNICAL STAFF

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Preface

The urban forest is an essential element of the modern city. Without trees and landscaping cities become concrete jungles void of natural surroundings. In planned communities trees and plant materials are used to accent and soften building lines, screen-parking areas, and heavy use activity areas, provide a buffer between land uses and create privacy. In addition, trees and plant materials serve to control noise levels and create aesthetically pleasing environments in which to live.

The Midwest City Council demonstrated its support for the development of the urban forest by forming a Tree Board to oversee the “care, preservation, trimming, planting, replanting, removal, or disposition of trees and shrubs; in public ways, streets, parks, and alleys.” As required in section [42-3\(f\)](#) of the Midwest City Municipal Code the Midwest City Tree Board has developed a Landscape Master Plan identifying the goals, plans, and objectives necessary to enhance the development of the urban forest in Midwest City. The following document provides detailed information concerning the Midwest City Tree Board’s Landscape Master Plan.

Purpose

The Midwest City Tree Board has developed a Landscape Master Plan, which establishes city policy concerning tree planting and landscaping. The Landscape Master Plan facilitates orderly and consistent tree planting and landscaping throughout the city. The purpose of this plan is to accumulate and present the data needed to enhance and increase the tree population of Midwest City. Apart from the development of the Landscape Master Plan, the Tree Board has researched and prepared regulations pertaining to tree pruning, removal, disposal, and specifications for planting within city right-of-ways.



Tree Board Standing Committees

The Midwest City Tree Board held its first meeting in March 1980. The seven-member board works closely with several government agencies including the City of Midwest City Public Works Department and the Oklahoma Department of Agriculture's Urban Forestry Division. The Oklahoma State University Horticultural Extension Center also serves as a consultant to the Tree Board. Standing committees serve at the pleasure of the Tree Board. Standing committee members are appointed by the Chairman and are confirmed by the board.

Public Image

The Public Image sub-committee engages the news media and special programs to enlist public support and to inform Midwest City residents of the Tree Board's progress and plans.

Master Plan

The Master Plan sub-committee defines and delineates those areas that are to be a part of the Master Plan. The extent of a planting project and its priority are also assigned.

Annual Work

The Annual Work sub-committee works with the Street Department to implement the programs approved by the Tree Board.

Community Projects

The Community Projects sub-committee provides a communication link with various community organizations and civic groups. This committee is responsible for the solicitation of funds from community groups.

The Value of Trees in a Community

The role of trees in providing beauty and shade in our communities and neighborhoods is widely appreciated. But what is less generally understood are the many vital and often unseen things trees do to make our cities and towns more pleasant and healthful places in which to live.

In The Community, Trees:

Reduce Energy Costs – Trees have been called the low tech solution to energy conservation. Shade from trees reduces the need for air conditioning in summer. In winter, trees break the force of winter winds. Studies have shown that parts of cities without cooling shade from trees can literally be “heat islands,” with temperatures as much as 12 degrees Fahrenheit higher than surrounding areas.



Clean the Air – Trees produce oxygen that we breathe. In addition, trees remove air pollution by lowering air temperature, by releasing water into the atmosphere, and by retaining particulates. By reducing the need for heating and cooling systems, trees also reduce emissions that contribute to atmospheric carbon dioxide and the greenhouse effect.

Produce Economic Benefits – Trees add value to retail areas by making them more attractive places for shopping. Trees along streets and on private property increase property values. Studies conducted in two communities in New York and Connecticut showed that the presence of trees increased the selling price of homes by as much as 15 percent.

Screen Noise and Undesirable Views – Strips of densely planted trees and shrubs will not completely remove the annoyance of city noise, but they can significantly reduce it. Urban forestry researchers have shown that even narrow belts of trees can reduce noise by three to five decibels. And, trees can provide privacy or screen out undesirable views.

Attract Wildlife – Trees can provide habitat for songbirds and other desirable wildlife, adding natural sounds and beauty in the urban environment.

Slow Runoff and Prevent Erosion – The leaves of trees break the force of rain, reducing flooding by helping water percolate into the soil instead of quickly running off. Tree roots also help hold the soil in place on steeper hillsides, preventing erosion and improving water quality.

The Importance of Urban & Community Forestry

To some it may sound like a contradiction of terms, but many foresters actually work in cities. Their work may not be as well-known as that of their rural colleagues, but urban foresters play a vital role in the health and future of some of America's most important forests-the trees along our streets and urban river corridors, and in our parks and yards. Every citizen wants professional police protection, a high quality fire department, and the best possible administrators of the city coffers. It is important that the welfare of our communities' tree resources be similarly entrusted to professional management.

According to studies cited by The National Arbor Day Foundation, only 39 percent of American municipalities have programs to systematically care for their publicly owned trees. Yet the health and appearance of a community's trees is one of the most important factors in determining a city's visual image and quality of life.

"Trees are vital elements in the fabric of any community," says John Rosenow, president of the Foundation. "They provide cooling shade in summer, help reduce the chill of winter winds, clean the air, reduce noise, and provide a home for songbirds, to name just a few of the benefits of trees in an urban setting."

The National Arbor Day Foundation operates the Tree City USA program to help encourage community forestry programs and provide recognition to cities and towns that meet certain standards for community tree planting and care. Rosenow notes that every community's forestry program will be different, tailored to the needs and circumstances of its citizens and trees. Flying the flag of Tree City USA is a symbol of good urban forestry, but that symbol represents a lot of hard work. Some of the goals that city foresters seek to attain for their communities include:



Making the Community a Beautiful Place—Trees make life more pleasant. City forestry programs work toward giving greater vitality to neighborhoods and a unique character to the community. In turn, this attracts and retains residents and desirable industries, increasing both property values and the tax base. A well-managed city forestry program contributes to the well-being of the community through the beauty of trees.

Keeping Public Trees Safe—Proper selection of tree species, routine inspection, knowledgeable pruning and maintenance, control of insects and diseases, and the timely removal of dangerous or dead trees- these are some of the ways city forestry programs provide for public safety and protect people and property from falling limbs or trees.

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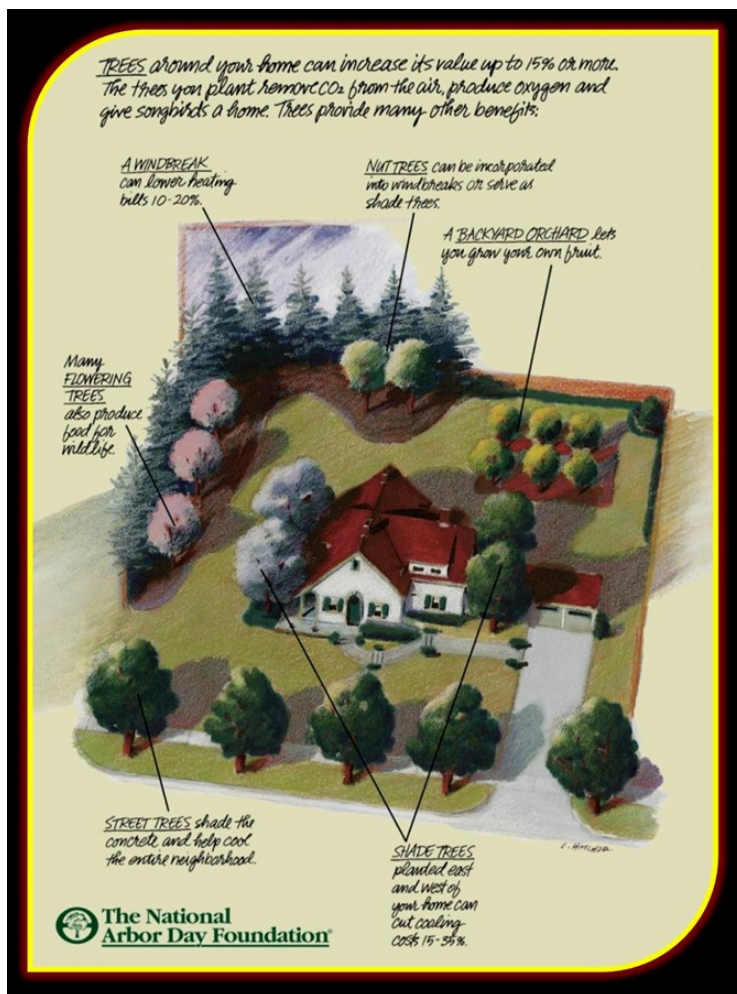
Efficiency in Tree Care—With 134 trees per mile lining the streets of an average American city, a systematic approach to tree management is needed. After making a well-developed inventory of publicly owned trees, city foresters can use scheduled maintenance instead of crisis management. The result is longer life of trees. Also, more time and money can be available for planting and maintaining trees instead of removing them.

Community Involvement - Public support is essential for the success of an urban forestry program. Therefore, city foresters work with tree advisory boards, volunteer groups and others, as well as the media. Many conduct educational outreach programs aimed at informing home and business owners about how to care for trees on their own property.



Benefits of Trees

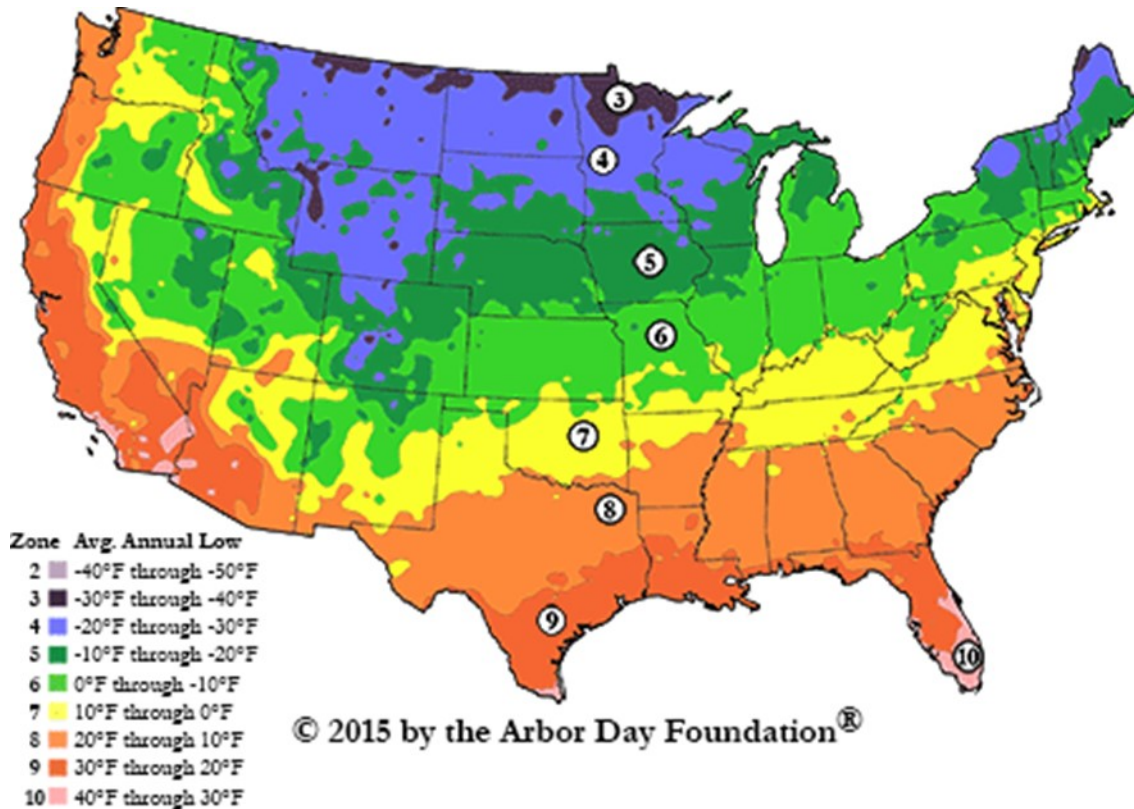
Trees are major capital assets in Midwest City. Just as streets, sidewalks, utilities, public buildings and recreational facilities are a part of a community's infrastructure, so are publicly owned trees. Trees and collectively the urban forest are important assets that require care and maintenance the same as other public property.



Without proper Landscaping, the city is a sterile landscape of concrete, brick, steel, and asphalt. Trees make the community livable, as well as, add beauty and create an environment beneficial to mental health.

Hardiness Zones Map

Go to arborday.org to find the zone for your zip code.
You can also find trees for planting in your zip code.



Plant A Tree



Recommended Deciduous Trees for Midwest City

Bald Cypress- *Taxodium distichum*

General Shape - Pyramidal

Mature Height - 60-80'

Growth Rate – Rapid

Site - Wide range of soils and locations.

Best Characteristics - Can take waterlogged conditions and drought. Perfect for low areas that flood in the spring and go bone dry in the summer.

Use - Ornamental

Mature Width – 30-40'

Pests- No major

Shumard Oak – *Quercus shumardii*

General Shape - Spreading

Mature Height – 60'

Growth Rate – Slow

Site – Prefers better soils, not as tolerant to tight clay soils.

Best Characteristics - Majestic tree, long lived, bright red fall color.

Use - Shade

Mature Width – 50'

Pests – No major, sometime mites

Bur Oak – *Quercus macrocarpa*

General Shape - Spreading

Mature Height – 40-60'

Growth Rate – Slow

Site – Wide range of soils and locations.

Best Characteristics - The toughest oak tolerating sites with extreme heat and wind.

Use - Shade

Mature Width – 50-70'

Pests – No major

“Caddo” Sugar Maple – *Acer saccharum* “Caddo”

General Shape - Spreading

Use - Shade

Mature Height – 50' Mature Width – 25'

Growth Rate – Moderate Pests – No major

Site – Better soils preferred afternoon shade helpful.

Best Characteristics - Deep red fall color, deep green summer color.

Chinese Pistache – *Pistacia chinensis*

General Shape - Umbrella

Use - Shade

Mature Height – 30' Mature Width – 25'

Growth Rate – Moderate Pests – No major

Site – Wide range of soils and locations, super tough tree.

Best Characteristics – Excellent recreational tree, deep rooted, no surface roots, tolerates tight clay soils, provides a little delicate shade, excellent fall color from deep orange-red to reddish purple hues.

Recommended Evergreen Trees for Midwest City

Live Oak – *Quercus virginiana*

General Shape – Spreading

Mature Height – 40 - 60'

Growth Rate – Slow

Site – Better soils preferred.

Best Characteristics – Green color in the winter.

Use - Ornamental

Mature Width – 60 - 80'

Pests – No major

Drawbacks – No major

Atlas Cedar – *Cedrus atlantica*

General Shape – Spreading

Mature Height – 50'

Growth Rate – Moderate

Site – Better soils preferred.

Best Characteristics – Evergreen, variety of foliage colors.

Use - Ornamental

Mature Width – 30'

Pests – No major

Drawbacks – No major

Loblolly Pine – *Pinus taeda*

General Shape – Spreading

Mature Height – 80'

Growth Rate – Moderate

Site – Better soils preferred, with at least fair drainage.

Drawbacks – Iron chlorosis in high pH soils.

Best Characteristics – Most pest resistant pine native to the southeastern section of the United States.

Use - Ornamental

Mature Width – 30'

Pests – No major

Eastern Red Cedar – *Juniperus virginiana* 'Canaertii'

General Shape – Pyramidal

Mature Height – 25'

Growth Rate – Rapid

Site – Anywhere, wide range of soils and locations, one of the toughest trees.

Best Characteristics – Excellent windbreak tree the toughest of the tough trees.

Use - Windbreak

Mature Width – 20'

Pests – Bagworms, Cedar Apple Rust

Leyland Cypress – x *Cupressocyparis leylandii*

General Shape – Pyramidal

Mature Height – 40 - 60'

Growth Rate – Rapid

Site – Better soils preferred with at least fair drainage.

Best Characteristics – less rapid growth, gray green summer color.

Use - Ornamental

Mature Width – 20 - 30'

Pests – No major, Bagworms

Drawbacks – some Winter Tip-burn

Other Deciduous Trees for Oklahoma

Trees for wet sites

Red Maple
River Birch
Bald Cypress
Willow
Sweetgum

Trees for difficult sites

Common Hackberry
Bur Oak
Soapberry
Chittimwood
Osage Orange
Lacebark Elm
Desert Willow
Fruitless Mulberry
Japanese Tree Lilac

Trees for small sites or large containers

Goldenrain Tree
Amur Maple
Katarina Maple
Possumhaw
Oklahoma Redbud



Trees for showy flowers

Saucer Magnolia
Star Magnolia
Japanese Pagoda
Japanese Tree Lilac
Crabapple
Redbud
Flowering Dogwood

Trees for showy fruit

Chinese Pistache
Soapberry
Hawthorn
Possumhaw

Trees for fall color

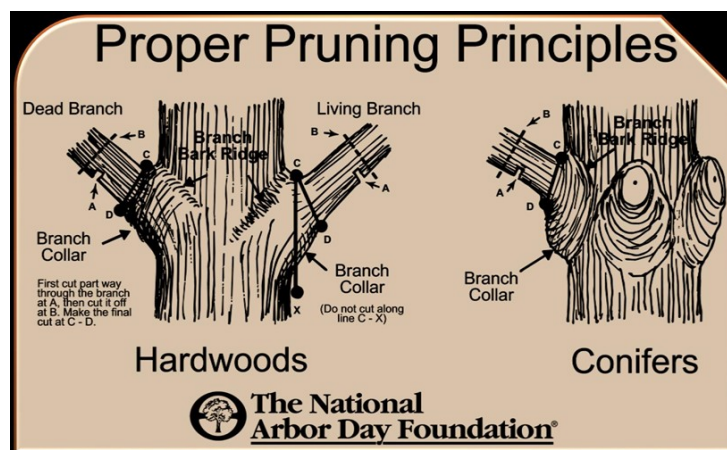
Chinese Pistache
White Ash
Ginkgo
White Oak
Red Oak
Red Maple
Cado Sugar Maple
Tatarian Maple
Amur Maple

Trees to plant less of

Fruitless Mulberry
American Sweetgum
Eastern Cottonwood
Bradford Pear

Pruning

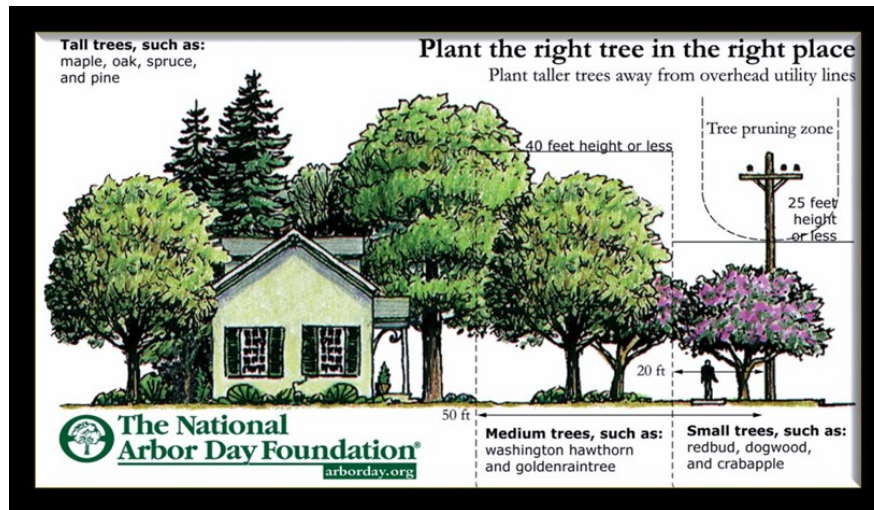
Proper pruning while the trees are young prevents most growth problems the tree may cause in the future. The best time to prune most species is in the dormant season. Remove all dead branches. Remove crossed branches or ones growing to the same location to prevent rubbing. Remove any branches that have severe insect or disease problems. Also, remove any water sprouts, which may have developed. Use pruning to keep only one central leader on the tree. Favor branches that have a crotch with a wide angle and remove branches with a “V” shape or narrow crotch. Never trim more than one-third of the branches at one time.



Dehorning or topping of a tree is not pruning but butchery. No one who leaves a tree looking like a hat rack understands the principles of pruning or plant growth. Dehorning a tree substantially shortens the life of a healthy tree because the stubs that are left usually become infected with heartwood rot and borers. Regrowth after dehorning forms many narrow “V” crotches, which split during storms. Such tremendous stress is placed on a tree by dehorning that most trees die prematurely as a result.

Planting

Site selection is an important part of any planting program. The location of buildings, sidewalks, utilities and other objects can have a large influence on how well a new tree will grow and is noted in the plan.



Soil type is also an important factor to consider before digging. Soil characteristics to consider are texture, potential growing depth, availability of nutrients, and drainage.

1. Prepare a planting area five times the diameter of the root ball about 12" deep.
2. Avoid digging the hole too deep since the tree should be planted at its original depth or slightly higher (1-2 inches above grade). If the tree is planted above grade, it is important to cover the edges of the exposed root ball with soil tapered down to the surrounding soil line.
3. Once the tree is in the hole, remove all rope and wires wrapped around the ball or the container. If burlapped, remove as much fabric as possible without disturbing the root ball.

4. Fill in the planting hole with native soil and tamp lightly
5. Do not over fertilize the new tree. A newly planted tree has a very limited capacity for utilizing fertilizer until it starts to establish itself.
6. Stake young trees (top-heavy or planted in windy areas) when necessary but allow for sway. Remove all stakes after the first season if possible.
7. Avoid over pruning new trees. Leave lower limbs intact the first season if possible.
8. Keep a 5-6 feet weed and turf-free circle around the tree. Place organic mulch, 1-3 inches deep, around the tree.
9. Apply at least one inch of water weekly.
10. Wrap young trees as fall approaches. Tree wraps protect tender bark from rodent damage and environmental stresses because of temperature fluctuations. It should be noted some young trees benefit from summer wrapping to avoid sunscald.
11. Irrigate in the winter, when temperatures remain above freezing for more than a few days, to avoid dehydration injury.



Below is an example of the correct way to plant trees
as shown by the National Arbor Day Foundation

Six things you should know when planting a tree.



1. Call Before You Dig - Several days before planting, call the national 811 hotline to have underground utilities located.

2. Handle with Care - Always lift tree by the root ball. Keep roots moist until planting.

3. Digging a Proper Hole - Dig 2 to 5 times wider than the diameter of the root ball with sloping sides to allow for proper root growth.

4. Planting Depth - The trunk flare should sit slightly above ground level and the top-most roots should be buried 1 to 2 inches.

5. Filling the Hole - Backfill with native soil unless it's all clay. Tamp in soil gently to fill large air spaces.

6. Mulch - Allow 1 to 2 inch clearance between the trunk and the mulch. Mulch should be 2 to 3 inches deep.

5. For more tree-planting tips and information, visit arborday.org.

Source:  **Arbor Day Foundation**[™]

9007520

Irrigation

Most areas of our state receive plenty of water for tree growth except during summer months. Water newly planted trees for the first three years with a slow stream or steady drip from the hose overnight. Do not repeat watering until the ground around the tree completely dries, usually 6-10 days. Long, less frequent watering allows the entire root zone to become moist, and help promote normal root growth.

Drip systems are the most efficient means of watering. Installed properly, drip systems will deliver a set amount of water per hour directly to the root zone. . Drip systems are composed of 1/2" poly hose, with a 1016 pressure regulator and three emitters each releasing one-gallon per hour at each tree.

Mulching

Mulch helps conserve soil moisture by reducing evaporation from the soil surface and by reducing weeds that compete for water. Mulch is important for trees that are watered infrequently. Mulch also helps prevent trunk damage caused by lawnmowers and weed eaters.

Apply 2-4 inches of mulch in the planting area. Composted mulches are preferred, because fresh mulch can often tie-up soil nutrients needed by the plant. Some examples of mulch are bark, wood chips, cottonseed hulls, grass clippings, sawdust, and leaves. As mulch breaks down over time, new mulch must be added.

In the Storm's Wake...

After a major storm, a community is instantly changed. Buildings may be damaged or destroyed, power lines down, and trees broken and torn. In the wake of this loss, neighborhoods and entire cities may experience a sense of devastation they have never known before.

"Because trees are such a large part of a city's visual landscape, damage to them from a severe storm can be a major shock to residents," says John Rosenow, president of The National Arbor Day Foundation, an organization that helps people plant and care for trees. "Seeing a favorite tree down or badly damaged in the front yard can be a traumatic experience-almost like losing an old friend."



But even in the wake of this shock, Rosenow says there are ways of coping with the loss. Among other things, he counsels patience in dealing with the storm's consequences. Trees are amazingly resilient and many recover with proper care and time. Despite the urge to do something immediately, people should try to be patient. As long as there isn't an immediate physical risk from a damaged tree, my advice is simple: if you're unsure about its condition, keep the tree for now.

“Of course, safety is the first major concern,” Rosenow says. “Everyone should stay away from downed power lines and beware of broken tree limbs that may be ready to fall. Never use pruning equipment near utility lines.” Downed utility lines should be reported to utility companies or 911 operators.



He adds that citizens' patience also allows city officials time to organize and respond properly to the situation. After a major storm, city officials, utility workers, and private tree care firms must focus first on dealing with hazards to life and property. After that, one of the city's major tasks is the removal of debris from the storm and the work of removing damaged branches and sometimes entire trees. Homeowners should remember that street trees, usually those between the streets and sidewalks, are typically city-owned, and when that is the case, their care will be the city's responsibility. By exercising a cool head, despite the devastation that accompanies a major storm, homeowners are helping their community as well as working to preserve their own trees and property values, Rosenow notes.

First, Assess the Damage

Before writing off a damaged tree as a “goner,” homeowners should evaluate their trees by asking the following questions:

-Other than the storm damage, is the tree basically healthy and vigorous? If the tree is basically healthy, is not creating a hazard, and did not suffer major structural damage, it will generally recover if first aid measures are applied immediately after the storm.

-Are major limbs broken? The larger a broken limb is, the harder it will be for the tree to recover from the damage. If a majority of the main branches are gone, the tree may have little chance of surviving.



- Has the leader (the main upward-trending branch on most trees) been lost? In species where a leader is important to upward growth or desirable appearance, it may have to be a judgment call. The tree may live without its leader, but at best would be a stunted or deformed version of the original.

- Is at least 50 percent of the tree’s crown (branches and leaves) still intact? This is a good rule of thumb on tree survivability. A tree with less than half of its branches remaining may not be able to produce enough foliage to nourish the tree through another season.

- How big are the wounds where branches have been broken or bark has been damaged? The larger the wound is in relation to the size of the limb, the less likely it is to heal, leaving the tree vulnerable to disease and pests. A two- to three-inch wound on a 12-inch diameter limb will seal over with new bark within a couple of years.

- Are there remaining branches that can form a new branch structure? The remaining limbs will grow more vigorously as the tree tries to replace its missing foliage. Look to see if branches are in place that can eventually fill out the tree’s appearance.

Then, Make the Decision

The questions listed above will help you make informed decisions about your trees. In general, the answer as to what to do about a particular tree will fall into one of three categories:

1: It's a Keeper If damage is relatively slight, prune any broken branches, repair torn bark or rough edges around wounds, and let the tree begin the process of wound repair.

2: Wait and See If a valuable tree appears to be a borderline case, resist the temptation to simply cut the tree down and be done with it. In such cases, it may be best to stand back for a while and think it over. Remember that time is on your side. After careful pruning of broken branches, give the tree some time to recover. A final decision can be made later.

3: Say Goodbye Some trees simply can't be saved or are not worth saving. If the tree has already been weakened by disease, if the trunk is split, or more than 50 percent of the crown is gone, the tree has lost its survival edge.



Don't Try to Do it All Alone

Some of your trees may have damage that's too close to call, or may have hidden damage. To help with such questions, a tree professional may be needed to help you decide what to do about your trees. Don't hire just anyone who shows up at your door following a storm. Look for qualified arborists in the phone book or by contacting your state or city forester.

For free information about saving trees that have been damaged in a storm, send your name and address to:

The National Arbor Day Foundation
100 Arbor Avenue
Nebraska City, NE 68410



Watch Out for Scam Artists Posing as Arborists

After a storm, it is common for people claiming to be tree specialists to show up at your door offering their services to remove or repair trees. In the words of one city forester: "They seem to come out of the woodwork-people we have never even heard of before." Unfortunately, many such individuals have little or no training, and sometimes have little interest in removing anything but money from the pocketbooks of unsuspecting residents.

The National Arbor Day Foundation urges you to not be a victim. "Make sure you are dealing with a reputable individual or tree care firm when you contemplate repairs or removal of any trees on your property," warns John Rosenow, president of The National Arbor Day Foundation. "Legitimate arborists rarely go door to door to solicit business."



Hiring just anyone who shows up at your door may result in fatal damage to your trees. It's best to go with a qualified professional arborist.

—National Arbor Day Foundation illustration

Here are eight guidelines to help you find qualified tree-care specialists:

1. Make sure they are part of an established business in the community or nearby area, with a listing in the phone book, usually under Tree Service.
2. Have them provide you with evidence that they are actually working for the company, rather than moonlighting.
3. Ask for current certificates of insurance showing that they are fully insured for property damage, personal liability, and worker compensation.

4. Ideally, they should be members of a professional association of arborists such as the International Society of Arboriculture (ISA), the National Arborist Association (NAA), or the American Society of Consulting Arborists (ASCA).
5. Arborists who have received certification from their professional associations, such as ISA Certified Arborists, will have received training and access to current technical information on tree care, repair, and removal.
6. If possible, get more than one estimate to ensure that the price offered is competitive with that offered by others for the same services.
7. In case of tree removals, have a clear understanding about who removes the limbs and debris from the property, and whether or not the price includes stump removal and clean up.
8. Check to see if the estimate has considered the possible value your tree will have as firewood or chips, either to yourself or if sold to others.

“Above all, don’t be pressured into making a decision,” Rosenow warns. “Taking the time to select a qualified tree professional can safeguard your trees and save you from the long-term consequences of wrong decisions about what to do about them after a storm.”

Sources of Accurate Tree Information in Your Local Area:

One of the best sources for localized information will probably be your City Forester, or other city officials who care for public trees in your communities. In many cities this is a function of the city's parks or public works department. In addition, each state has a State Forester, who is usually part of the state's department of natural resources. County and state extension services, usually affiliated with state land-grant universities, are also good sources of information about trees, tree care, and tree issues.





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*Cross references: Definitions and rules of construction generally, § 1-2; shrubs, hedges, etc., around fire hydrants, § 28-4. State law references: Authority of city to regulate trees, 11 O.S. § 22-122

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Article I. In General

Sec. 42-1. Legislative findings

- (a) Trees are recognized as a valued asset, providing a healthier and more beautiful environment in which to live. They provide oxygen, shade, aesthetics, and a priceless psychological counterpoint to the man-made, urban setting. Trees aid in preventing erosion, siltation of streams and reservoirs; flash flooding; and air, noise and visual pollution.
- (b) Trees are economically beneficial in attracting new industry, residents and visitors. Healthy trees of the right size and species, growing in the right places, enhance the value and marketability of property, and promote the stability of desirable neighborhoods, thus helping to prevent the emergence of blighted areas and slum conditions.
- (c) Therefore, it is the purpose of the tree board to provide for the planting of appropriate trees and removal of dead, dying or diseased trees. (Code 1972, § 35 1/2-17)

Sec. 42-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: Landscape shall mean the planting and maintenance of any tree, bush, shrub or any other woody vegetation. Park shall mean any public parks or may include private parks approved by the city council and maintained by homeowner associations. Park trees are herein defined as trees, shrubs, bushes and all other woody vegetation in public parks having individual names, and all areas owned by the city, or to which the public has free access as a park. Property line shall mean the outer edge of a street or highway for the purpose of this chapter. Public place shall include any other ground owned by the city, any real property other than parks, streets or highways which is owned by the city or held by it in trust for the benefit of the public.

Public trees shall include all trees now or hereafter growing on any street, park or other public place. Street or highway shall mean the entire width of every public way or right-of-way when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular and pedestrian traffic. Street trees are trees, shrubs, bushes and all other woody vegetation on land lying between property lines on either side of all streets, avenues or rights-of-way within the city. Treelawn is that part of a street or highway, not covered by sidewalk or other paving, lying between the property line and that portion of the street or highway usually used for vehicular traffic. (Code 1972, § 35 1/2-18)

Sec. 42-3. General administrative and enforcement responsibilities.

- (a) The tree board shall have the authority and jurisdiction of regulating the protection, maintenance, removal and planting of trees on streets, parks and public places.
- (b) The city manager or his designated representative shall be charged with authority of administering this chapter and to ensure that provisions of this chapter are not violated, including but not limited to the issuance of citations for the violation of any provisions of this chapter.
- (c) The city manager or his designee shall supervise or inspect all work done in accordance with this chapter.
- (d) The city manager or his designated representative shall have the responsibility of inventorying (and classifying as to location, species, size, condition and evaluation) the existing trees on streets, parks and other public places, as an integral part of the landscaping master plan. This inventory shall be periodically updated.
- (e) The tree board may request enforcement, supervision or other assistance from the city manager or his designated representative.

(f) The tree board shall also have the authority to prepare and submit to the city council the landscape master plan. The master street plan shall include the inventory of existing trees, and shall specify the species of tree to be protected, maintained, removed and/or planted on each of the streets, parks and other public places of the municipality. From and after the effective date of the master street tree plan, or any amendment thereof, all tree work shall conform thereto. (Code 1972, § 35 1/2-19; Ord. No. 2092, §§ 7--10, 1-14-86)

Sec. 42-4. Reserved.

Editor's note: Section 6 of Ord. No. 2092, adopted Jan. 14, 1986, repealed § 42-4 which pertained to requirements for new developments to be landscaped with trees which derived from Code 1972, § 35 1/2-20.

Sec. 42-5. Street tree species to be planted.

The following list constitutes the official street tree species for the city. Trees were selected based on their ability to perform well in the surrounding soil conditions and climate. Also considered was the tree's ability to withstand wind without severe breakage and the amount of debris produced by the tree. No species other than those included in this list shall be planted as street trees without written permission of the city tree board:

Small Trees:

Flowering Crabapple
Redbud
Purpleleaf Plum
Bradford Pear
Amur Maple
Smoketree
Russian Olive

Medium Trees:

Pin Oak
Kentucky Coffee Tree
Red Mulberry (male)
Chinese Pistachio
Lacebark Elm
Austrian Pine
Scotch Pine

Large Trees:

Bur Oak
Hackberry
American Sycamore
Pecan
Red Oak
Caddo Sugar Maple
Sweetgum

Sec. 42-6. Street tree species prohibited from planting.

No American Elm, Siberian or Chinese Elm, Mimosa, Female Cottonwood or Peach tree will be allowed for planting. (Code 1972, § 35 1/2-30; Ord. No. 2401, § 2, 4-24-90)

Sec. 42-7. Spacing of street trees.

The spacing of street trees will be in accordance with the tree species size classes listed in section 42-5 of this chapter, and no trees may be planted closer together than the following: Small trees, twenty (20) feet; medium trees, thirty (30) feet; and large trees, forty (40) feet. Nothing in this section shall be construed to allow planting in the sight distance triangle. (Code 1972, § 35 1/2-31)

Sec. 42-8. Distance from curb and sidewalk.

The distance street trees may be planted from curbs or curblines and sidewalks will be in accordance with the tree species size classes listed in section 42-5 of this chapter, and no street trees shall be planted closer to any curb or sidewalk than six (6) feet. (Code 1972, § 35 1/2-32)

Sec. 42-9. Distance from fireplugs.

No street tree shall be planted closer than ten (10) feet from any fireplug. (Code 1972, § 35 1/2-33)

Sec. 42-10. Protection of utilities.

No street tree, other than those species listed as small trees in section 42-5 of this chapter, may be planted near or within ten (10) lateral feet of any overhead utility wire, or over or within five (5) lateral feet of any underground waterline, sewer line, transmission line or other utility. (Code 1972, § 35 1/2-34)

Sec. 42-11. Sight distance triangle.

Limitations on obstructing sight triangles are defined in section 4.8.3 of the zoning ordinance and are incorporated by reference into this chapter, and limitations therein shall be expressly made applicable to the planting and cultivating of any permissible tree.

(Code 1972, § 35 1/2-35; Ord. No. 2092, § 11, 1-14-86) Cross references: Zoning, App. A.

Sec. 42-12. Requests for waivers.

The requirements set out in sections 42-7 through 42-10 of this Code may be waived in those instances whereby if relief from said requirements, if granted, would not cause substantial detriment to the public good, impair the purpose or intent of the section or where the conditions requiring the waiver request are peculiar to the piece of property involved. (Ord. No. 2092, § 1, 1-14-86)

Sec. 42-13. Application procedures.

Any request for waiver of the requirements of sections 42-7 through 42-10 shall be in writing addressed to the Chairman of the Midwest City Tree Board received at least fourteen (14) days in advance of the next regularly scheduled meeting. The chairman will advise the representative of the Midwest City Manager of the request and the manager's representative shall present a staff report and recommendation to the members of the board at least three (3) days before the next regularly scheduled meeting. The staff representative shall also cause said requested waiver to be placed on the agenda of said meeting and notify the applicant in writing of the time and place of the meeting. (Ord. No. 2092, § 2, 1-14-86)



Sec. 42-14. Planting trees within public right-of-way; removal or relocation; fees.

(a) Prior to planting any tree(s) within public right-of-way, a site plan shall be submitted showing the location and species of trees to be planted. Any plantings within public right-of-way shall comply with sections 42-5 through 42-11 of this Code.

(b) Prior to the removal or relocation of any tree within public right-of-way, an application shall be made to the Midwest City Tree Board as prescribed in sections 42-12 and 42-13 of this Code. It shall be the responsibility of the applicant to submit a site plan showing the exact location, diameter and species of the tree(s) to be removed from the public right-of-way. The tree board shall have the authority to grant or deny the removal or relocation of any street tree. The tree board shall have the power to authorize said applicant to have a professional landscaper to relocate the tree(s) in a different location on the public right-of-way adjoining the subject property at no fee cost to the applicant as prescribed in section 42-14; if the applicant submits in writing to the tree board guaranteeing should the tree(s) die within a three-year period after being relocated, the applicant will replace the tree(s) with a species approved by the tree board as prescribed in section 42-5. In lieu of relocating the tree(s) on the public right-of-way adjoining the property, the tree board may require the tree(s) to be located to a different location within the city upon payment of fees by the applicant as prescribed in section 42-14(c). If fees are charged for the removal and relocation of any tree(s), it shall be the responsibility of the Midwest City Street Department to remove and relocate said tree(s) at the direction of the Midwest City Tree Board.

(c) The following fees shall be paid prior to the removal or relocation of any street tree(s):

- (1) Three-inch diameter or smaller--\$150.00.
- (2) More than three-inch diameter--\$50.00 per inch. In calculating fees, inches shall be rounded off to the next whole inch. The diameter of the tree shall be measured from three (3) feet to four (4) feet from the base of the tree.
- (3) Fees collected shall be deposited to the tree board account.

(Ord. No. 2390, § 1, 2-13-90)

Secs. 42-15--42-22. Reserved.

Article II. Tree Board*

*Cross references: Termination of membership on board for unauthorized absence, § 2-28.

Sec. 42-23. Created.

There is hereby created a city tree board. (Code 1972, § 35 1/2-1)

Sec. 42-24. Members.

(a) The city tree board shall be composed of seven (7) members, all of whom shall be residents of Midwest City, nominated by the mayor and confirmed by the council. The mayor shall be ex officio a member of the board.

(b) The term of the seven (7) members shall be three (3) years or until their successors take office, except that in the first instance, three (3) members shall be appointed for three (3) years; two (2) members for two (2) years, two (2) members for one year. The members of the board shall be nominated and appointed solely with reference to their fitness and without reference to party affiliation, and shall serve without compensation as hereinafter provided. Members may be removed by the city council only for inefficiency, neglect of duty or malfeasance in office. Absences from meetings by the board members shall be governed by section 2-28 of the Municipal Code. Vacancies occurring otherwise than through the expiration of terms shall be filled only for the unexpired term by the mayor with confirmation by the city council, provided that each member appointed prior to the effective date of this chapter shall continue to hold office for the balance of the term for which he is appointed. (Code 1972, § 35 1/2-1, 35 1/2-2; Ord. No. 2238, § 4, 1-12-88; Ord. No. 2405, § 1, 5-8-90)

Sec. 42-25. Officers.

The city tree board shall elect a chairman and a secretary and shall create and fill such other offices as it may determine. The term of chairman and secretary shall be one (1) year, with eligibility for reelection. (Code 1972, § 35 1/2-3)

Sec. 42-26. Standing committees.

The city tree board shall receive recommendations and assistance from standing committees. Forestry master plan committee, public image committee, annual work plans committee, park board liaison, and community projects committee. Members shall be appointed by the chairman and confirmed by the board. Each committee shall serve at the pleasure of the board. (Code 1972, § 35 1/2-4; Ord. No. 1864, § 1, 5-24-83; Ord. No. 2503, § 1, 5-26-92)

Sec. 42-27. Meetings required.

The city tree board shall hold at least one (1) regular meeting each calendar quarter. (Code 1972, § 35 1/2-5; Ord. No. 2929, § 1, 8-24-04)

Sec. 42-28. Quorum.

Four (4) members of the city tree board shall constitute a quorum for the transaction of business. (Code 1972, § 35 1/2-7; Ord. No. 2503, § 2, 5-26-92)

Sec. 42-29. Reserved.

Editor's note: Section 5 of Ord. No. 2092, adopted Jan. 14, 1986, repealed § 42-29, relative to council approval of tree board action, which derived from Code 1972, § 35 1/2-8.

Sec. 42-30. General powers.

In general, the board shall have such powers as may be necessary to enable it to fulfill its functions, promote sound urban forest management, maintain a healthy and beneficial tree population, and carry out the purposes of this chapter. (Code 1972, § 35 1/2-12)

Sec. 42-31. Duties and responsibilities.

It shall be the responsibility of the board to study, investigate, counsel and develop and/or update annually a written plan for the care, preservation, trimming, planting, re-planting, removal or disposition of trees and shrubs in public ways, streets, parks and alleys. Such plan will be presented annually to the city council and upon their acceptance and approval shall constitute the official comprehensive city tree plan for the city. The board, when requested by the city council, shall consider, investigate, make findings, report and recommend upon any special matter of question coming within the scope of its work. In addition to the above described duties and responsibilities the Midwest City Tree Board shall hear all requests for waivers as outlined in section 42-12 and section and section 42-13 of the Code. A report with the recommendation of the tree board shall be forwarded to the city council for final action on each application. Said hearing shall be open to the public and all interested parties shall be given the opportunity to be heard. The board shall propose rules to govern these hearings to the council for approval. (Code 1972, § 35 1/2-9; Ord. No. 2092, § 3, 1-14-86; Ord. No. 2503, § 3, 5-26-92)

Sec. 42-32. Entry powers.

The city tree board, its members, officers and employees, in the performance of their functions, may enter public ways, streets, alleys and parks to make examinations and surveys. (Code 1972, § 35 1/2-10)

Sec. 42-33. Interference with board.

It shall be unlawful for any person to prevent, delay or interfere with the city tree board, or any of its agents, or employees while engaging in and about the planting, cultivating, mulching, pruning, spraying, or removing of any street trees or park trees as authorized in this chapter. (Code 1972, § 35 1/2-11)

Sec. 42-34. Master plan.

The city tree board shall have the power and the duty to make and recommend to the city council for adoption a master plan for the development of a forestry program for the city. The plan shall be made with the general purposes of guiding and accomplishing a coordinated forestry program. The landscape master plan shall outline tree planting needs relative to the specific landscape plans for individual areas, such as parks and other major public areas. (Code 1972, § 35 1/2-13, 35 1/2-14)

Sec. 42-35. Annual work plans.

The work plan developed annually by the city tree board shall implement the master plan, working with the general public. The annual plan shall describe planned activities for the coming year in tree planting, tree maintenance, and tree removal and disposal. Main items of the work plan, shall include what is to be done, how it is to be done, who is to do it, and estimated cost to the community. The annual work plan committee shall make recommendations to the board. The annual work plan shall be coordinated with the park and recreation board and then presented to the city council for final approval. (Code 1972, § 35 1/2-15)

Sec. 42-36. Review by city council.

The city council shall review the conduct, acts, decisions and recommendations of the city tree board. No action of the city tree board shall become final until approved by the city council. Requests for waivers considered by the city tree board pursuant to section 42-31 shall be considered by the city council by public hearing. (Code 1972, § 35 1/2-16; Ord. No. 2092, § 4, 1-14-86)

Sec. 42-37. Rules authorized; records.

The city tree board shall adopt rules for the transaction of business and shall keep a record of its resolutions, transactions, findings and determinations, which record shall be a public record. (Code 1972, § 35 1/2-6)

Secs. 42-38--42-48. Reserved.

Article III. Tree Trimming, Etc.*

*Cross references: Tree trimming by CATV franchises, § 17-57(f).

Sec. 42-49. Trimming; clearance.

Every owner of any tree or shrub overhanging any street or right-of-way within the city shall trim the branches so that such branches shall not obstruct the light from any street lamp, or obstruct the view of any street, intersection or traffic control device or sign, and so that there shall be a clear space of twelve (12) feet above the surface of the street or right of way. Every property owner shall remove from the owner's property all dead, diseased or dangerous trees and shrubs, or broken or decayed limbs which constitute a menace to the safety of the public. The city shall have the authority to order the trimming or removal of any tree or shrub that interferes with the proper spread of light from a street light, or interferes with visibility or any traffic control device or sign, or does not provide a clear space of twelve (12) feet above the surface of the street or right of way. In the event of failure of owners to comply with the provisions of this section, the city shall also have the authority to trim or remove any tree or shrub that violates the provisions of this section and charge the cost of trimming or removal to the owner. (Code 1972, § 35 1/2-21; Ord. No. 2656, § 1, 10-8-96)

Sec. 42-50. Dead or diseased tree removal within right-of-way.

The city shall have the right to cause the removal of any dead or diseased trees on right-of-way abutting private property within the city when such trees constitute a hazard to life and property, or harbor insects or disease which constitute a potential threat to other trees within the city. The city tree board will notify in writing the owners of such trees. Removal shall be done by said owners at their own expense within thirty (30) days after the date of service or notice. In the event of failure of owners to comply with such provisions, the city shall have the authority to remove such trees and charge the cost of removal to the owner. (Code 1972, § 35 1/2-22)

Sec. 42-51. Notice to owner.

(a) After ten (10) days' written notice by the city to the property owner by certified mail with return receipt requested, or by personal service to the owner of such property, at the address shown by the current year's tax rolls in the county treasurer's office, a hearing shall be held by the governing body as hereinafter provided. (b) If the property owner is unable to be notified by certified mail, or if the property owner refuses receipt of the certified mail, then notice of said violation shall be published in two (2) consecutive Thursday issues in an official newspaper in the city; and the last publication shall be at least four (4) days prior to the day set for the hearing prescribed by section 42-52. (Code 1972, § 35 1/2-23)

Sec. 42-52. Hearing.

Upon the date specified in the notice given as required by this article, the city council shall hold a hearing on the report and shall receive information thereon, including anything which may be presented by the owner of the premises, personally or by agent or attorney. The owner of such property may give his written consent to the city authorizing the removal of dead, dying or diseased trees or any part of the tree, and waive his right to a hearing by the city council. (Code 1972, § 35 1/2-24)

Sec. 42-53. Order to trim or remove.

If the city council determines that the conditions specified in sections 42-49 and 42-50 exist upon such premises and declares same to be a nuisance, it shall order the property to be removed of dead, dying or diseased trees or any part of the tree, if necessary to abate the conditions found to exist. (Code 1972, § 35 1/2-25)

Sec. 42-54. Work to be done by city forces or contract.

The work ordered to be performed under section 42-53 may be done by the employees of this city under the supervision of the department head designated by the city manager, or it may be let by contract to the lowest and best bidder, after appropriate notice, in the manner for letting other contracts by public bid. (Code 1972, § 35 1/2-26)

Sec. 42-55. Cost to be determined; statement of cost to be sent.

Upon completion of the work ordered to be performed under section 42-52, the department head designated by the city manager shall report the cost thereof to the city council. Such report shall be itemized as to each tract as follows: Actual cost of the labor, maintenance and equipment required for removal or trimming, including the cost of notice and mailing. The city council shall examine its report, and after receiving appropriate information shall determine the total actual costs of the work, and shall direct the city clerk to forward a statement and demand payment thereof, by certified mail with return receipt requested to the owner of the property at the address shown by the current tax rolls in the office of the treasurer of the county in which the property lies. (Code 1972, § 35 1/2-27)

Sec. 42-56. Failure to pay costs to be certified to county treasurer.

If the payment for the work performed under this chapter is not made within thirty (30) days from the date of mailing the notice prescribed by section 42-55, the city clerk shall forward a certified statement of the amount of such costs to the county treasurer of the county in which the property upon which the work was done is located, to be levied upon the property and to be collected by the county treasurer in the manner prescribed by the laws of this state. (Code 1972, § 35 1/2-28)

Recommendations and Conclusions

The Midwest City Tree Board's primary goal during the next year is to continue planting trees and therefore, expand the development of the urban forest in Midwest City.

In addition to planting trees during the next year, the Tree Board anticipates the creation of a "tree sensitive" educational program aimed at creating awareness for trees and the issues surrounding their growth and development. The program will emphasize the need for botanical awareness and appeal to a broad range of age groups. The National Arbor Day Foundation has selected the City of Midwest City as a "Tree City USA" for over thirty (30) years. The Midwest City Tree Board is proud of this achievement. In the future, the Tree Board's ability to form public/private-funding partnerships will be a key issue in the continued development of Midwest City's urban forest. Working together under a focused vision will ensure that Midwest City's citizens benefit from the value of trees. Together we can make a difference.





NOTES





Assistant City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
Office: (405) 739-1207
ysullivan@MidwestCityOK.org
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: Vaughn Sullivan, Assistant City Manager

DATE: December 13, 2022

SUBJECT: Review of a quarterly update on the progress of the execution of the General Obligation Bond (G.O. Bond) projects.

As you know, the 2021 Municipal Report included detailed G.O. Bond project updates. The following are new updates since that Report.

Proposition 1:

- **Street Rehabilitation:** Over \$12,500,000 has been allocated thus far on this project with 18 different square miles being addressed. As of this memo, 197 of the 253 roads listed in the bond approaching completion.

Proposition 2:

- **Booster Station Renovation:** The Booster Station is nearly complete. OG&E has installed a transformer to supply power to the building. Final testing is underway with a few punch list items remaining.

Proposition 3:

- **W.P. Bill Atkinson Park:** Project coming to a close with substantial completion expected mid-December. The area north of the clocktower will remain closed and be last to finish as contractor mobilizing equipment away and finishes punch list items. Although opened in December, a grand celebration is being planned for 2023.
- **Mid-America Park:** A selective clearing contract is to be considered on the December 13th City Council Agenda which will visually improve the undeveloped areas. Design work is progressing and working with Oklahoma Tourism to finish agreements. Bidding of the park construction is expected to be Spring 2023. That phase will include parking, playground, and pavilion setting the park up with access directly off Midwest Boulevard.
- **Soccer Complex:** Design work is nearly complete and bids are being advertised for a January 2023 bid opening. Construction expected to begin April 2023.

Proposition 4:

- **Police and Fire Training Center:** The training center is underway currently. The site dirt work has been completed and to grade. Concrete was poured on November 23rd for the footings on the class room. The utility company started laying water lines the week of November 21st. After the footings have been poured they will begin getting the site ready for rough in plumbing and then pour the slab for the classroom.
- **Brazos handheld ticket writers:** The Police department continues to work with Brazos to overcome issues that arise after testing in the field. Tyler Technologies continues making software and Court interface improvements. Various data fields are not being imported to Incode Court. We are approximately 80% complete with the in-the-field ticketing. The Police department has chosen to not work with Tyler on the development of the accident module until the ticket writing module is 100% complete.

We are pleased to list the following G.O. Bond Projects as completed:

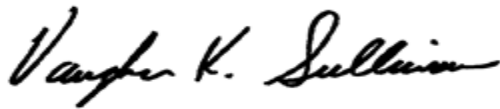
Proposition #3:

- John Conrad Golf Course: We opened in July and the feedback from our patrons has been overwhelming positive.
- Renovate the Reed Baseball Complex
- Build a new multi-purpose athletic facility

Proposition #4:

- Animal Services Center
- Fire Department Projects: Two new Fire trucks, replace fire self-contained breathing apparatus equipment, air compressor fill stations, and integrated carbon monoxide detectors, replace Fire hoses, nozzles, mobile air, and command vehicle; and Fire Station exhaust removal systems.
- Replace tornado sirens
- Improve and update the 9-1-1 Call Center
- **Fire Station 1 Renovation:** The Fire station renovation has been completed and the certificate of occupancy has been granted. We are in the process of getting some of the operational finishing touches done currently and the plan is for the crews to move back in on December 15th.

Please let me know if you have any questions or concerns.



Vaughn Sullivan, Assistant City Manager



City Attorney, Donald D. Maisch

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MEMORANDUM

To: Mayor and Members of the City Council

From: Don Maisch, City Attorney

Date: December 13, 2022

RE: Discussion, consideration, and possible action of adopting a resolution, designating a site for the temporary City Council Chambers at the Court Room at City Hall, with the Midwest City Community Center designated as a backup and to temporarily move the meetings of the City Council, Boards, Commissions, Trusts or Authorities to the temporary City Council Chambers for the month of January of 2023.

The current designated City Council Chambers at City Hall are under renovation. This Council voted on June 28, 2022 to designate Court Room at City Hall, to hold all City Council, Boards, Commissions, Trusts or Authority meetings during the months of July, August, September and October of 2022. This Council modified the designation on October 25, 2022 to extend the designation through the end of 2022. If the Court Room at City Hall is not available, the Midwest City Community Center is located on the campus of City Hall at 200 N. Midwest Blvd. in Midwest City has sufficient space to be able to accommodate the City Council, Boards, Commissions, Trust or Authority meetings.

Due to delays in construction, including supply chain delays that are outside the control of the contractor, construction on the City Council Chambers may not be completed by December 31, 2022. It is anticipated that construction will be completed by January 31, 2023.

The resolution, if adopted, would designate the Court Room at City Hall as the first option and the Community Center as a backup option for the City Council Chambers, to hold meetings for the City Council, Boards, Commissions, Trusts and Authorities for the month of January of 2023.

Respectfully submitted,

Donald D. Maisch
City Attorney

RESOLUTION NO. 2022-_____

A RESOLUTION DESIGNATING A TEMPORARY LOCATION FOR THE CITY COUNCIL CHAMBERS.

WHEREAS, on the 22nd day of March, 2022, the City Council for the City of Midwest City reviewed and approved the lowest and best bid submitted for the renovation of the City Council Chambers; and

WHEREAS, on June 28, 2022, the City Council for the City of Midwest City adopted a resolution temporarily moving the location of any regularly scheduled meetings of the Midwest City Council and all meetings for all Authorities and Trusts for the benefit of the City of Midwest City from the City Council Chambers to either the Court Room at City Hall adjacent to the City Council Chambers or to Midwest City Community Center, on the City Hall Campus; and

WHEREAS, the temporary relocation of the meetings referenced above covered the months of July, August, September and October of 2022; and

WHEREAS, on October 25, 2022, the City Council for the City of Midwest City extended the temporary location site for meeting through December of 2022; and

WHEREAS, the renovations for the City Council Chambers commenced on or about July 1, 2022; and

WHEREAS, the anticipated length of construction was to be approximately four (4) months; and

WHEREAS, during the construction of the renovations of the City Council Chambers, said Chambers will not be usable for City Council and other meetings; and

WHEREAS, pursuant to Section 2-12 of the City Ordinances for the City of Midwest City, “[e]very meeting of the council shall be held in the council chamber in the city hall”; and

WHEREAS, the construction contractor has experienced delays in construction of the City Council Chambers, including supply chain delays that are beyond the control of the construction contractor; and

WHEREAS, the previous resolution stated that from July 1, 2022 through October 31, 2022, the current council chambers at City Hall will not be accessible for City Council, Board, Trust, Commission or Authority Meetings; and

WHEREAS, the Court Room at City Hall adjacent to the City Council Chambers has all the required space to be able to temporarily house and hold City Council, Board, Trust, Authority or Commission Meetings; and

WHEREAS, the Midwest City Community Center, on the City Hall campus, also has all the required space to be able to temporarily house and hold City Council, Board, Trust, Authority or Commission Meetings; and

WHEREAS, the Resolution adopted on June 28, 2022 and modified on October 25, 2022, should be amended to include the two meetings set for the month of January, 2023.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
MIDWEST CITY, OKLAHOMA, AS FOLLOWS:**

That the City Council hereby designates the Court Room at City Hall at 100 N. Midwest Boulevard, Midwest City, OK, as the temporary City Council Chambers for the months of November and December of 2022;

That all regularly scheduled meetings of the Midwest City Council and all meetings for all Boards, Commissions, Authorities and Trusts for the benefit of the City of Midwest City shall be held at the Court Room at City Hall adjacent to the City Council Chambers through the month of January of 2023;

That if the Court Room at City Hall is not available, then any regularly scheduled meetings of the Midwest City Council and all meetings for all Boards, Commissions, Authorities and Trusts for the benefit of the City of Midwest City may be held at the Midwest City Community Center, on the City Hall Campus, 200 N. Midwest Boulevard, Midwest City, OK, for the months of January of 2023;

That pursuant to the Oklahoma Open Records Act, all notices of City Council, Boards, Commissions, Authority and Trust Meetings shall be posted in the same manner, timing and locations as if the meetings were to be held at the location being renovated. Additionally, a notice shall be posted at the either the Court Room at City Hall or the Midwest City Community Center, in a location whereby any person can see and read the notice without entering the building;

That if the renovations are completed prior to the end of January, 2023, and the renovated location, the meetings of the City Council, Boards, Commissions, Authorities, Trusts and any other body may be held in the renovated City Council Chambers. If the renovations are not completed by January 31, 2023, this resolution may be revised and extended until the completion of the project;

THIS RESOLUTION WAS PASSED AND APPROVED by the City Council for the City of Midwest City at its regularly scheduled meeting on December 13, 2022 and signed by the Mayor for the City of Midwest City this _____ day of _____, 2022.

CITY OF MIDWEST CITY

MATTHEW D. DUKES, II
MAYOR

ATTEST:

SARA HANCOCK
CITY CLERK

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

DONALD D. MAISCH
CITY ATTORNEY



City Manager

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MEMORANDUM

To: Honorable Mayor and Council

From: Tim Lyon, City Manager

Date: December 13, 2022

Subject: Discussion, consideration, and possible action of adopting a resolution establishing the City of Midwest City elected officials' meeting practices.

Council members, this agenda item is before you at the request of Mayor Dukes.



Tim L. Lyon, City Manager

Resolution No. 2022-__

**A RESOLUTION ADOPTING A POLICY REGARDING THE MANNER IN WHICH
THE PUBLIC MAY PARTICIPATE DURING PUBLIC MEETINGS OF THE ELECTED
OFFICIALS OF THE CITY OF MIDWEST CITY.**

WHEREAS, it is essential for the effective governing of the City of Midwest City (the City) for the public to have confidence in the integrity of its local government and its fair, effective, respectful, and courteous operation; and

WHEREAS, The residents and businesses of the City are entitled to have fair, ethical, unbiased, and accountable local government, to this end the public should have full confidence in their elected and appointed officials; and

WHEREAS, the elected officials recognize it is paramount, in certain circumstances, that the residents of the City should be able to address them; however, there is no legal requirement that states the public can speak during a public meeting, except where required by statute as in a public hearing, and

WHEREAS, it is the responsibility of the elected officials to ensure that municipal, state, and federal laws and guidelines are followed; and so, in order to ensure that the meetings of the elected officials are conducted in a professional business manner, the following rules of conduct and engagement will take effect upon the passage of this resolution:

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.
 - a. To verify this new requirement, speakers must state their name and City residential/business address before addressing the elected officials.
2. There will be a 4 (four) minute time restriction on each speaker, which can be extended by the chair, 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. Regarding elected officials: all agenda items requesting action of the elected officials shall include the following action steps:
 - a. Presentation by City Staff and/or their invited guest speaker; and/or
 - b. If a public hearing is required, questions and discussion by and between the elected officials, City Staff, and the public; and then
 - c. Motion and second by the elected officials;
 - d. Questions and discussion by and between the elected officials and City Staff, invited guest speaker, and/or public during a public hearing;
 - e. If a motion is to be amended, the one who made the motion must agree and restate the motion with the amendment; however, if the maker of the motion does not agree to the amendment, the motion must be voted on as it stands.
 - f. Final discussion and possible action/amended motion by the elected officials.

NOW, THEREFORE BE IT RESOLVED by the City of Midwest City Council that the above recitals are true and correct as are incorporated herein as though set forth in full.

BE IT FURTHER RESOLVED that the City of Midwest City Council finds that adopts these rules of conduct for meetings to further the professional standing of the body and instill confidence to the citizens.

PASSED AND ADOPTED by the City Council of the City of Midwest City and signed by the Mayor this ____ of _____ 2022

ATTEST:

Matthew D Dukes II, Mayor

Sara Hancock, City Clerk

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

Donald D. Maisch, City Attorney

358 F.3d 800
Clarence ROWE, Plaintiff-Appellant,
v.
CITY OF COCOA, FLORIDA, Judy Parrish,
Defendants-Appellees.
No. 03-14262. Non-Argument Calendar.
United States Court of Appeals, Eleventh
Circuit.
January 28, 2004.

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Lisa Kuhlman Tietig, Mark Tietig, Tietig & Tietig, Merritt Island, FL, for Plaintiff-Appellant.

Erin J. O'Leary, Usher L. Brown, Brown, Salzman, Weiss & Garganese, P.A., Orlando, FL, Anthony A. Garganese, City Atty., Cocoa, FL, for Defendants-Appellees.

Appeal from the United States District Court for the Middle District of Florida.

Before TJOFLET, MARCUS and RONEY, Circuit Judges.

PER CURIAM:

This is an appeal of the denial of a facial challenge to a City of Cocoa, Florida regulation limiting the speech of non-residents during its City Council's meetings. Article X of City Council's Rules of Procedure, entitled "ADDRESSING THE COUNCIL," sets forth the following in relevant part:

In its discretion, the council may set aside up to thirty minutes of each regular meeting for "delegations." The purpose of such delegations shall be *for any resident or taxpayer of the city* to make his/her views known to the city council upon any subject of general or public interest.

* * *

The council recognizes that delegations is for the purpose of legitimate inquiries

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and discussion by the public and *not for the purpose of advancing arguments or repetitious questions concerning matters which the council believes to be closed or not of general public concern*. The council shall have the right at any delegations to decline to hear any person or any subject matter upon proper motion and majority vote by the council.

(Emphasis supplied). Furthermore, by a majority vote, the Council "may decline to hear any person who is not a resident or taxpayer of the City" subject to certain exceptions, such as, for example, if a user of the city's water or sewer system wishes to be heard on a related matter.

This Court holds that the City Council's Rules of Procedure on their face are a permissible limitation of speech to non-residents at the limited public forum of a City Council meeting and thus neither violates the First nor Fourteenth Amendments to the Constitution.

Plaintiff Clarence Rowe, a *non-resident* of Defendant City of Cocoa, regularly attended City of Cocoa Council meetings, speaking several times on matters of general interest and public concern. At two particular meetings held on April 23, 2002 and July 9, 2002, Mayor Judy Parrish invoked and applied the residency rule, limiting non-resident Rowe's comments during the public comment portion — *i.e.*, "the delegations" — of the City Council's meeting to those relevant to, *inter alia*, the Council's agenda for that particular meeting.

Rowe ultimately brought this suit against the City and Mayor Parrish under 42 U.S.C. § 1983 for declaratory, injunctive and compensatory relief, alleging violations of his First Amendment rights to freedom of speech and expression, as well as a violation of his Fourteenth Amendment right to equal protection. In a well-reasoned order, the district court, *inter alia*, granted summary judgment to Parrish on all claims, and subsequently entered judgment in favor of *both* the City and Parrish.

Rowe appeals only the grant of summary judgment to the City. Specifically, he argues that

the City's residency requirement for speakers during City Council meeting is overbroad on its face and therefore violates (1) his First Amendment rights of free speech and expression; and (2) his Fourteenth Amendment right to Equal Protection by making an impermissible distinction between resident and non-resident classes.

The City Council's Rules of Procedure do not, on their face, violate the First Amendment. "The freedom of expression protected by the First Amendment is not inviolate; the Supreme Court has established that the First Amendment does not guarantee persons the right to communicate their views 'at all times or in any manner that may be desired.'" *Jones v. Heyman*, 888 F.2d 1328, 1331 (11th Cir. 1989) (quoting *Heffron v. International Soc'y for Krishna Consciousness*, 452 U.S. 640, 647, 101 S.Ct. 2559, 69 L.Ed.2d 298 (1981)). This Court has held in *Jones* that a city commission meeting is one forum where speech may be restricted "to specified subject matter." *Jones*, 888 F.2d at 1332 (quoting *City of Madison Joint School Dist. v. Wisconsin Employment Relations Comm'n*, 429 U.S. 167, 176 n. 8, 97 S.Ct. 421, 50 L.Ed.2d 376 (1976)). Stated differently, city commission meetings are "limited" public fora — i.e., "a forum for certain groups of speakers or for the discussion of certain subjects." *Crowder v. Housing Auth. of City of Atlanta*, 990 F.2d 586, 591 (11th Cir.1993) (citing *Perry Educ. Ass'n. v. Perry Local Educators' Ass'n.*, 460 U.S. 37, 46 n. 7, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983)). As such, "the government may restrict access to limited

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public fora by content-neutral conditions for the time, place, and manner of access, all of which must be narrowly tailored to serve a significant government interest." *Id.* (citing *Perry*, 460 U.S. at 45-46, 103 S.Ct.948).

There is a significant governmental interest in conducting orderly, efficient meetings of public bodies. *Jones*, 888 F.2d at 1332. One recognized way to conduct orderly, efficient meetings under *Jones* is for public bodies, such as a city council, to confine their meetings to specified subject matter.

Id. at 1333 (holding that the removal of a public speaker by the mayor at a city commission meeting was not a First Amendment violation and thus permissible because "to deny the presiding officer the authority to regulate irrelevant debate and disruptive behavior at a public meeting ... would cause such meetings to drag on interminably, and deny others the opportunity to voice their opinions"); see also *Kindt v. Santa Monica Rent Control Bd.*, 67 F.3d 266, 272 (9th Cir.1995) ("Meetings of a public body do not become free-for-alls simply because the body goes beyond what a member of the public believes (even correctly) to be the body's proper purview."); *Wright v. Anthony*, 733 F.2d 575, 577 (8th Cir.1984) (noting that restriction during public debate "may be said to have served a significant governmental interest in conserving time and in ensuring that others had an opportunity to speak").

Here, the City Council's Rules of Procedure set forth a structure intended to both hear members of the community and to move its meetings along. For example, the Council permits residents or taxpayers to speak during its delegation portion of the debate, limiting their speech to "legitimate inquiries and discussion by the public and not for the purpose of advancing arguments or repetitious questions concerning matters which the council believes to be closed or not of general public concern." To permit repetitious questions and arguments not related to an agenda topic would be "to deny the presiding officer the authority to regulate irrelevant debate ... at a public meeting ... would cause such meetings to drag on interminably, and deny others the opportunity to voice their opinions." *Jones*, 888 F.2d at 1333. As a limited public forum, a city council meeting is not open for endless public commentary speech but instead is simply a limited platform to discuss the topic at hand. The rules on their face simply do not impermissibly restrict speech.

Rowe next argues that the City Council's Rules of Procedure on their face violate the Equal Protection Clause to the Fourteenth Amendment because they afford City of Cocoa residents more flexibility to speak at City Council meetings during the Delegations portion of the meetings than non-

residents. This distinction does not violate that Equal Protection Clause.

"The Equal Protection Clause does not forbid classifications. It simply keeps governmental decisionmakers from treating differently persons who are in all relevant aspects alike." *Nordlinger v. Hahn*, 505 U.S. 1, 10, 112 S.Ct. 2326, 120 L.Ed.2d 1 (1992). City council meetings are held to conduct business meetings for the City and its residents. It is reasonable for a city to restrict the individuals who may speak at meetings to those individuals who have a direct stake in the business of the city—*e.g.*, citizens of the city or those who receive a utility service from the city—so long as that restriction is not based on the speaker's viewpoint.

A bona fide residency requirement, as we have here, does not restrict speech based on a speaker's *viewpoint* but instead restricts speech at meetings on the basis of

Accordingly, we affirm the grant of summary judgment to the City.

AFFIRMED.

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residency. *See, e.g., Rosenberger v. Rector and Visitors of University of Virginia*, 515 U.S. 819, 830, 115 S.Ct. 2510, 132 L.Ed.2d 700 (1995) (noting permissible distinction between content-based discrimination in limited public fora and impermissible distinction of viewpoint discrimination); *see also Police Dep't of Chicago v. Mosley*, 408 U.S. 92, 96, 92 S.Ct. 2286, 33 L.Ed.2d 212 (1972) ("Selective exclusions from a public forum may not be based on content alone, and may not be justified by reference to content alone.").

As we have noted, there is a significant governmental interest in conducting orderly, efficient meetings that are limited to a specific subject matter germane to an agenda at hand. *Jones*, 888 F.2d at 1332. To permit non-residents, those without a direct stake in the outcome of a City's business, to ramble aimlessly at City Council meetings on topics not related to agenda items would be inefficient and would unreasonably usurp "the presiding officer the authority to regulate irrelevant debate ... at a public meeting." *Id.* The restrictions in the challenged regulations are reasonable and viewpoint neutral.



Question Submitted by: The Honorable Elmer Maddux , State Representative, District 58

2002 OK AG 26

Decided: 07/09/2002

Oklahoma Attorney General Opinions

Cite as: 2002 OK AG 26, __ __

¶0 This office has received your request for an official Attorney General Opinion in which you ask, in effect, the following question:

Does an agenda of a public body which lists as an agenda item "visitors' comments" or "public comments" comply with the Oklahoma Open Meeting Act, 25 O.S. 2001, §§ 301 - 314?

I.

Introduction

¶1 The Oklahoma Open Meeting Act, 25 O.S. 2001, §§ 301 - 314, ("Act") requires that all meetings of public bodies "shall be held at specified times and places which are convenient to the public and shall be open to the public." *Id.* § 303. The Act broadly defines "meeting" as "the conduct[ing] of business of a public body by a majority of its members being personally together." *Id.* § 304(2). "Business" is not defined in the Act, but we noted in A.G. Opin. 82-212 that the term "business" should be given a construction in accordance with the purposes of the Act and defined "business" as "includ[ing] the entire decision-making process including deliberation, decision or formal action." *Id.* at 354.

¶2 The Act requires advance notice of the subject matters to be considered at public meetings, providing at 25 O.S. 2001, § 303, that "[a]ll meetings . . . shall be preceded by advance public notice specifying the time and place of each such meeting to be convened as well as the subject matter or matters to be considered at such meeting." *Id.* The Act also requires the posting of an agenda to be considered by the public body at its open meeting. This agenda "shall identify all items of business to be transacted by a public body at a meeting." *Id.* § 311(B)(1).

¶3 You ask whether an item on the agenda of a public body which reads "visitors' comments" or "public comments" complies with the Oklahoma Open Meeting Act. The gist of your question is whether the use of terms such as "visitors' comments" and "public comments" is sufficient to meet the notice requirements of the Act.

II.

The General Public Does Not Have A Right To Express Views

On Issues Being Heard By Public Bodies At Public Meetings.

¶4 Before addressing your question it is important to recognize that public bodies are not required to provide an opportunity for citizens to express their views on issues being considered by a public body. We concluded in A.G. Opin. 98-45 that neither the Act nor the First Amendment to the United States Constitution grants members of the general public a right to be heard by public bodies making public policy decisions. *Id.* at 913-14. A review of the Act itself shows there is no provision guaranteeing citizens a right to participate in the governmental decisions being made at an open meeting. The recognition that the United States Constitution does not grant such a right is based on the United States Supreme Court's holding in *Minnesota Board for Community Colleges v. Knight*, 465 U.S. 271, 284 (1984) where the Court stated:

Policymaking organs in our system of government have never operated under a constitutional constraint requiring them to afford every interested member of the public an opportunity to present testimony before any policy is adopted. . . . Public officials at all levels of government daily make policy decisions based only on the advice they decide they need and choose to hear. To recognize a constitutional right to participate directly in government policy-making would work a revolution in existing government practices.

Id. (emphasis added).

¶5 If a public body provides a forum for public comment, however, that body must comply with constitutional provisions. The United States Supreme Court recognized in *Perry Education Association v. Perry Local Educators' Association*, 460 U.S. 37, 45 (1983) that the Constitution forbids a state "to enforce certain exclusions from a forum generally open to the public even if it was not required to create the forum in the first place." Thus, "[r]easonable time, place, and manner regulations are permissible." Any "content-based prohibition must be narrowly drawn to effectuate a compelling state interest." *Id.* at 46.

III.

The Use Of The Terms "Visitors' Comments" Or "Public Comments" In Agendas Of Public Bodies Provides Sufficient Notice Under The Oklahoma Open Meeting Act That Public Comment Will Be Allowed At The Meeting.

¶6 While public bodies are not required to allow an opportunity for the public to speak at open meetings, it is common for public bodies to voluntarily provide a forum for members of the public to make comments at public meetings. Some public bodies permit citizens to speak as long as they desire; others limit the amount of time allocated to each speaker. Some public bodies limit public comment to the subject matter of items on the agenda, while others allow open comment. It is in light of these practices that we address your inquiry.

¶7 You ask whether an agenda of a public body may include, as an agenda item, such terms as "visitors' comments" or "public comments." The stated purpose of the Act is "to encourage and facilitate an informed citizenry's understanding of the governmental processes and governmental problems." 25 O.S. 2001, § 302. The Act was enacted for the benefit of the public and must be construed liberally in favor of the public. *Int'l Ass'n of Firefighters, Local 2479 v. Thorpe*, 632 P.2d 408, 411 (Okla. 1981). Thus, the Act must be given a construction which will effectuate the intention of the Legislature in facilitating an informed citizenry's right to understanding of government, yet maintaining a process where a public body does not take action on matters for which there has been no specific notice.

¶8 To accomplish the purposes for which it was enacted the Act sets forth the requirements for advance notice in two separate statutory provisions. At 25 O.S. 2001, § 303 the Act requires that all meeting of public bodies "shall be preceded by advance public notice specifying the time and place of each such meeting to be convened as well as the subject matter or matters to be considered." The Act also specifically states that all agendas required pursuant to the Act "shall identify all items of business to be transacted by a public body at a meeting." *Id.* § 311(B)(1).

¶9 A public body generally knows in advance the subject matter of business to come before the body, and is able to decide in advance the particular matter or matters to be considered. In such instances, there is no difficulty in providing notice through the posting of an agenda setting forth the subject matter of items to be considered by the body. The nature of public comment, however, is such that a public body generally has no way of knowing what the subject matter of citizens' concerns may be. This poses difficulty in predicting the subject matters of citizens' concerns and typically prevents the preparation of an agenda setting forth the particular subject matters of the comments.

¶10 If a public body chooses to allow for public comment at its meetings, it may limit such comment to items on the agenda. In that situation, the Act would require that the agenda provide that public comment is limited to items on the agenda. If no limits are placed on the subject matter of public comment, an agenda item stating "visitors' comments" or "public comments" is sufficient to fulfill the purpose of notifying the public that members of the public will be allowed to comment. We therefore conclude that the terms "visitors' comments" or "public comments" provide sufficient notice to fulfill the purpose of the Oklahoma Open Meeting Act.¹

V.

Conclusion

¶11 The purpose of the Act is "to encourage and facilitate an informed citizenry's understanding of the governmental processes and governmental problems." 25 O.S. 2001, § 302. A public body is not required to allow for citizen participation in public meetings, but may voluntarily choose to do so. If a public body chooses to allow for comments by the public, it may limit the comment to items on the agenda and specifically state on the agenda that comment is limited to particular agenda items. A public body may also allow for open public comment. In such situations, the use of terms such as "visitors' comments" or "public comments" in public meeting agendas does not violate the notice provision of the Open Meeting Act.

¶12 It is, therefore, the official Opinion of the Attorney General that:

1. A public body is not required under either the Oklahoma Open Meeting Act, 25 O.S. 2001, § 311(B)(1), or the First Amendment to the United States Constitution to provide an opportunity for citizens to express their view on issues being considered by a public body, but a public body may voluntarily choose to allow for such comments.
2. A public body which voluntarily chooses to allow for public comment may limit comment to items on the agenda and provide on the agenda that comments are limited. A public body may also allow for open comment.
3. Pursuant to 25 O.S. 2001, § 311(B)(1), an agenda of a public body, which lists as an agenda item general terms such as "visitors' comments" or "public comments," is sufficient to meet the notice requirement of the Oklahoma Open Meeting Act, because it advises that members of the public will be allowed an opportunity to comment.

W.A. DREW EDMONDSON

Attorney General of Oklahoma

SANDRA D. HOWARD

Senior Assistant Attorney General

FOOTNOTES

¹We recognize the possibility that the use of terms such as "visitors' comments" or "public comments" in agendas may create a danger that a public body could conceal the true nature of the meeting. Agendas "which are deceptively vague and likely to mislead constitute a wilful violation" of the Act. *Rogers v. Excise Bd.*, 701 P.2d 754, 761 (Okla. 1984). The Act states that "[a]ny action taken in willful violation of this act shall be invalid." 25 O.S. 2001, § 313 (footnote omitted). "[W]illful" is defined "to include any act or omission which has the effect of actually deceiving or misleading the public regarding the scope of matters to be taken up at the meeting. This also includes agency action which exceeds the scope of action defined by the notice." *Haworth Bd. of Educ. v. Havens*, 637 P.2d 902, 904 (Okla. Ct. App. 1981). Whether a particular agenda item has the effect of deceiving or misleading the public is a question of fact outside the realm of an Attorney General Opinion. 74 O.S. 2001, § 18b(A)(5).

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Question Submitted by: The Honorable Ron Peters , State Representative, Division 70

2002 OK AG 44

Decided: 11/21/2002

Oklahoma Attorney General Opinions

Cite as: 2002 OK AG 44, ___

¶0 This office has received your request for an official Attorney General Opinion in which you ask, in effect, the following questions:

1. Did the Board of Directors of the Grand River Dam Authority correctly apply Attorney General Opinion 98-45 when a notice appeared in local area newspapers advising the public of the date and time that the board would consider an application to install a commercial dock, and at its meeting the Board limited public comment on this agenda item to adjacent area landowners?
2. Is the Grand River Dam Authority subject to all or any part of the Oklahoma Administrative Procedures Act, in particular the sections on rule-making?
3. Is the Grand River Dam Authority (GRDA) Lakes Advisory Commission, which meets during regular business hours and which includes three GRDA paid staff members, subject to the Oklahoma Open Meeting Act and Oklahoma Open Records Act?

I.

Limitations On Public Comments At Open Meetings

¶1 The Grand River Dam Authority (A GRDA@) is a conservation and reclamation district created by statute as a A governmental agency of the State of Oklahoma@ and is governed by a board of nine directors. 82 O.S. 2001, ' ' 861, 863A(A)). The GRDA is a public body subject to the Open Meeting Act (A Act@), 25 O.S. 2001, ' ' 301B 314, except when the Board of Directors confers on matters pertaining to coal or gas supply contracts, and rail or truck transportation contracts. 82 O.S. 2001, ' 862.1(A)(2)). In your first question, you describe a public meeting where the Board of Directors of the GRDA allowed only adjacent area landowners to speak during the discussion of an application by a developer to install a commercial dock on Grand Lake. You ask whether this is consistent with Attorney General Opinion 98-45. As detailed more specifically below, the answer to your question depends on resolving certain factual issues that cannot be addressed in an Attorney General= s Opinion. 74 O.S. 2001, ' 18(b)(A)(5).

¶2 In Attorney General Opinion 98-45, this office addressed the question of whether either the Act or the First Amendment of the United States Constitution requires public bodies to allow interested citizens to express their views on matters being considered during the public bodies= open meetings. The Opinion concluded that the Act requires that public bodies hold meetings open to the public with advance public **notice** of the time and place of the meetings and the matters to be considered on the agenda, but does not require public bodies to afford citizens a right to be heard at meetings conducted under the Act. *Id.* at 211, 214; see 25 O.S. 2001, ' 303 . Opinion 98-45 also concluded that the First Amendment does not require public **bodies to** allow public comments at their meetings. *Id.* at 214; see *Minn. Bd. for Cmty. Coll. v. Knight*, 465 U.S. 271, 284 (1984), (A Policymaking organs in our system of government have never operated under a constitutional constraint requiring them to afford every interested member of the public an opportunity to present testimony before any policy is adopted.@).

¶3 A public body is **not required** to allow public comment at its meetings, either under the Act or under the First Amendment. However, if a public body voluntarily establishes an open forum, then, under the First Amendment, it **may** only impose reasonable time, place, and manner restrictions on speech. A.G. Opin. 98-45, 213. The Opinion relies upon *Perry Education Association v. Perry Local Educators= Association*, 460 U.S. 37, 46 (1983), in which the Court observed, A the State may reserve the forum for its intended

purposes, communicative or otherwise, as long as the regulation on speech is reasonable and not an effort to suppress expression merely because public officials oppose the speaker's view. See also *Madison Sch. Dist. v. Wis. Employment Relations Comm'n*, 429 U.S. 167, 175, 177 (1976) (holding that a school board which has opened a forum for citizen participation at its meetings may not exclude school teachers).

¶4 In answer to the question as to what restrictions may be imposed on citizens if the public body establishes an open forum, Opinion 98-45 includes the following conclusion:

3. When a public body voluntarily establishes an open **forum**, it may establish reasonable time, place and manner restrictions. Any content-based restriction must be narrowly drawn to effectuate a compelling **governmental** interest. Whether any particular time, place or manner restriction is reasonable and permissible is a question of fact, which courts consider on a case-by-case basis.

Id. at 214.

¶5 Two of the factual issues raised by your question are whether the GRDA established an open forum at its meeting, and if so, whether restricting speakers on a discussion of a **particular** application was a reasonable time, place and manner restriction. Your question references a notice that had been published advising the **public** of the date and time that the board would consider the application. The notice did **not include** any statements regarding public comments, but did advise the public of the meeting and the names and phone number of GRDA staff members to contact if they wanted further information. This notice, in and of itself, does not appear to have created a public forum as it does not specifically state **that the** board will hear public comments at its meeting; however, this is ultimately a question of fact that cannot be definitively answered in an Attorney General's Opinion. 74 O.S. 2001, ' 18b(A)(5).

¶6 The board apparently allowed limited public comment **at its** meeting, although A public comment¹ does not appear on its agenda. **Whether** the board's allowance of limited comment created a public forum for purposes of First Amendment analysis is again a question of fact depending upon the surrounding circumstances. *Id.* If a board **creates a** public forum by allowing public comments at its meeting, a restriction on who may speak at the meeting may be an improper **restriction**, rather than a permissible A time, place, or manner² restriction, depending upon the surrounding facts and **circumstances**.

¶7 A board may impose **reasonable time**, place, and manner restrictions on **public comments** if it chooses to allow public comments at its meetings. As noted in Attorney General Opinion 98-45, whether any particular time, place or manner restriction is reasonable and permissible is a question of fact, which is outside the scope of an Attorney General's Opinion. 74 O.S. 2001, ' 18b(A)(5). A limitation on who may speak at a public **meeting where** the public body has invited public comments may be an impermissible restriction, depending upon the particular facts and circumstances.

II.

Application Of The Administrative Procedures Act To The Grand River Dam Authority

¶8 Your second question is whether the GRDA is subject to the Administrative Procedures Act (A APA³), 75 O.S. 2001 & Supp.2002, ' 250 B 323, specifically the rule-making provisions. The APA consists of two articles. Article I relates to filing and publication requirements for agency rules, while Article II relates to notice and hearing requirements for individual proceedings. *Id.* ' 250.1(A). Unless specifically exempt pursuant to Section 250.4 of the APA, all State agencies must comply with the provisions of Article I and Article II. *Id.* ' 250.1(B). A Agency⁴ is defined in the APA as including A any constitutionally or statutorily created state board, bureau, commission, office, authority, public trust in which the state is a beneficiary, or interstate commission,⁵ except the Legislature and the courts. *Id.* ' 250.3(3).

¶9 The GRDA is a State agency. 82 O.S. 2001, ' 861; *Sheldon v. Grand River Dam Auth.*, 76 P.2d 355, (syllabus & 2) (Okla. 1938). The GRDA is specifically exempt from Article II of the APA, which sets forth the requirements for hearings in individual proceedings, as follows:

B. As specified, the following agencies or classes of agency activities are not required to comply with the provisions of Article II of the Administrative Procedures Act:

1. The Oklahoma Tax Commission;
2. The Commission for Human Services;
3. The Oklahoma Ordnance Works Authority;
4. The Oklahoma Corporation Commission;
5. The Pardon and Parole Board;
6. The Midwestern Oklahoma Development Authority;
7. The Grand River Dam Authority[.]

75 O.S. 2001, ' 250.4 .²

¶10 While the GRDA is specifically exempt from Article II of the APA, the GRDA is not listed among the agencies exempt from Article I on rule-making. *Id.* ' 250.4(A). A The fundamental rule of statutory construction is to ascertain and, if possible, give effect to the intention and purpose of the Legislature as expressed in the statute.@ *Jackson v. Indep. Sch. Dist. No. 16*, 648 P.2d 26, 29 (Okla. 1982). The specific exemption of the GRDA from Article II, but not Article I, reflects legislative intent that the GRDA follow Article I of the APA on rule-making. The GRDA is required to follow the rule-making provisions under Article I of the APA.

III.

The Grand River Dam Authority Lakes Advisory Commission

¶11 You last ask whether The Grand River Dam Authority Lakes Advisory Commission (A Commission@) is subject to the Oklahoma Open Meeting Act and Oklahoma Open Records Act. The Commission was created by statute to A provide a forum for interested persons to address issues related to the environmental concerns, recreational use, and economic development of the lakes under the administration of the Grand River Dam Authority on behalf of all lake enthusiasts, property owners and business persons who use, live or work on or around the lakes.@ 63 O.S. 2001, ' 4230.1(A). The Commission consists of nineteen members, including:

- a. the General Manager of the [GRDA],
- b. the Executive Director of the Oklahoma Department of Tourism and Recreation, or designee,
- c. the Director of the Oklahoma Department of Commerce, or designee,
- d. the Executive Director of the Department of Environmental Quality, or designee,
- e. two members appointed by the Grove Chamber of Commerce,
- f. two members appointed by the Jay Chamber of Commerce,
- g. two members appointed by the South Grand Lake Chamber of Commerce,
- h. two members appointed by the Miami Chamber of Commerce,
- i. two members appointed by the Lake Hudson Association,
- j. two members appointed by the Grand Lake Association, and
- k. three members appointed by the Grand Gateway Economic Development Association, one each to represent law enforcement agencies, municipal government and county government.

Id. ' 4230.1(B)(1).

¶12 The statute requires the GRDA to provide staff support for the Commission. *Id.* ' 4230.1(E). The Commission's duties are as follows:

F. The Grand River Dam Authority Lakes Advisory Commission may make recommendations regarding changes in Oklahoma statutes and agency rules as they deem necessary by a majority vote of the Commission's membership. The Commission may file reports with the Governor, the President Pro Tempore of the Senate, the Speaker of the House of Representatives, the Grand River Dam Authority and the Department of Public Safety Lake Patrol Division as deemed necessary by the Commission.

G. The Commission shall submit a list of three persons who shall have a demonstrated capability in business, finance or professional fields, to the Governor for selection to the Board of Directors of the Grand River Dam Authority pursuant to Section 863 of Title 82 of the Oklahoma Statutes.

Id. ' 4230.1.

¶13 Section 863 of Title 82, referenced in Section 4230.1(G) above, was repealed by 1998 Okla. Sess. Laws ch. 391, ' 16 effective January 1, 1999 and replaced by Section 863A in Title 82. Section 863A provides the methods for appointing members to the Board of Directors of the GRDA, including the following:

B. 5. For the vacancy occurring in January 2003, the Grand River Dam Authority Lakes Advisory Commission shall meet and select three nominees to forward to the Governor within thirty (30) days of the vacancy occurring in January 2003 and thereafter. The Governor shall appoint one person from the list of nominees submitted by the Lakes Advisory Commission[.]

Id.

¶14 The Oklahoma Open Meeting Act, 25 O.S. 2001, ' ' 301 B 314 , requires public bodies to post their agendas and conduct their meetings in public. *Id.* ' 303. The definition of A public bodies@ includes:

[A]ll boards, bureaus, commissions, agencies, trusteeships, authorities, councils, committees, public trusts or any entity created by a public trust, task forces or study groups in this state supported in whole or in part by public funds or entrusted with the expending of public funds, or administering public property, and shall include all committees or subcommittees of any public body.

Id. ' 304(1).

A The Open Meeting Law, because it is enacted for the public's benefit, is to be construed liberally in favor of the public.@ *Int= / Ass= n of Firefighters Local 2479 v. Thorpe*, 632 P.2d 408, 411 (Okla. 1981). The Commission is subject to the Act if it is a A public body.@ 25 O.S. 2001, ' 303 . The Commission has two statutory functions: (1) it acts in an advisory capacity to the GRDA and government officials on matters relating to lakes under the GRDA's jurisdiction and (2) it submits a list of three names to the Governor from which the Governor must choose an appointee to the Board of Directors of the GRDA. 63 O.S. 2001, ' 4230.1(F), (G); 83 O.S. 2001 ' 863A(B) (5).

¶15 In *Sanders v. Benton*, 579 P.2d 815 (Okla. 1978), the court considered whether a Citizen's Advisory Committee impaneled to provide information and recommendations to the Department of Corrections was subject to the Open Meeting Act. The court determined that the Committee was not subject to the Act A because it was not established by statute and had no statutory authority and whatever authority it did have, actual or de facto, was through its parent-entity, the Board of Corrections.@ *Id.* at 820. The court held that A [u]nless the subordinate entity had some decision-making authority, either actual or de facto, it would not come within the purview of [the Act].@ *Id.* The Lakes Advisory Commission is distinguishable from the Committee in the *Benton* case in that the Commission is established by statute and has statutory authority to perform certain functions. Although it acts in an advisory capacity to the GRDA, it is not a subordinate entity of the GRDA.

¶16 The Commission is a A public body@ subject to the Act if it is A supported in whole or in part by public funds.@ 25 O.S. 2001, ' 304(1). A Support@ is not defined in the Act; therefore, the word must be given its ordinary meaning. Id. ' 1. Support is defined as A to pay the costs of : maintain.@ Webster= s Third New International Dictionary 2297 (3d ed. 1993). The Commission does not receive direct appropriations from the Legislature, but does receive staff support from the GRDA pursuant to Section 4230.1(E) of Title 63. By virtue of its status as a statutorily created body with statutory duties and GRDA staff support, the Commission is a public body under the Open Meeting Act.

¶17 The Oklahoma Open Records Act, 51 O.S. 2001, ' ' 24A .1 B 24A.26 , applies to A [a]ll records of public bodies and public officials.@ Id. ' 24A.5. A Public body@ includes, among others, any commission A supported in whole or in part by public funds or entrusted with the expenditure of public funds or administering or operating public property.@ Id. ' 24A.3(2). A Public official@ means A any official or employee of any public body.@ Id. ' 24A.3(4). Records subject to the Act include all documents A created by, received by, under the authority of, or coming into the custody, control or possession of public officials, public bodies, or their representatives in connection with the transaction of public business, the expenditure of public funds or the administering of public property.@ Id. ' 24A.3(1). As the Commission is a statutorily created body with statutory duties and staff support from the GRDA, it is a A public body@ subject to the Oklahoma Open Records Act.

¶18 It is, therefore, the Official Opinion of the Attorney General that:

1. Whether the Grand River Dam Authority (A GRDA@) correctly applied Attorney General Opinion 98-45 at its meeting depends upon (1) whether the GRDA created an open forum at its meeting and (2) if so, whether the GRDA imposed unreasonable restrictions on speech at the open forum. These are questions of fact that cannot be answered in this Opinion. Attorney General= s Opinions are confined to questions of law. 74 O.S. 2001, ' 18b(A)(5).

2. The GRDA is subject to Article I of the Administrative Procedures Act, which governs rule-making procedures. 75 O.S. 2001, ' 250.4(A). The GRDA is exempt from Article II of the Act, which pertains to administrative hearings. 75 O.S. 2001, ' 250.4(B).

3. The Grand River Dam Authority Lakes Advisory Commission is subject to the Oklahoma Open Meeting Act, 25 O.S. 2001, ' ' 301 B 314 , because it is a A public body@ as defined in the Act. As a public body, the Commission is also subject to the Oklahoma Open Records Act, 51 O.S. 2001, ' ' 24A.1 B 24A.26.

W.A. DREW EDMONDSON
Attorney General of Oklahoma

KATHRYN BASS
Assistant Attorney General

FOOTNOTES

¹If the board chooses to allow public comments at its **meeting**, the better practice would be for the board to so state on its agenda. If the board intends to limit comments to certain groups or to certain agenda items, such limitation should also be shown on the agenda.

²See 2002 Okla. Sess. Laws ch. 402, ' 12 (amending 75 O.S. 2001, ' 250.4). The modifications are not germane to the discussion here.

Citationizer[®] Summary of Documents Citing This Document

Cite Name	Level
Oklahoma Attorney General's Opinions	
Cite	NameLevel
2020 OK AG 2,	Question Submitted by: The Honorable Ron Sharp, Oklahoma State Senator, District Cited
	17

Citationizer: Table of Authority

Cite Name	Level	
Oklahoma Supreme Court Cases		
Cite	Name	Level
<u>1938 OK 76, 76 P.2d 355, 182 Okla. 24,</u>	<u>SHELDON v. GRAND RIVER DAM AUTH.</u>	Cited
<u>1978 OK 53, 579 P.2d 815,</u>	<u>SANDERS v. BENTON</u>	Cited
<u>1981 OK 95, 632 P.2d 408,</u>	<u>International Ass'n of Firefighters, Local 2479 v. Thorpe</u>	Cited
<u>1982 OK 74, 648 P.2d 26,</u>	<u>Jackson v. Independent School Dist. No. 16 of Payne County</u>	Cited
Title 25. Definitions and General Provisions		
Cite	Name	Level
<u>25 O.S. 301,</u>	<u>Short Title</u>	Discussed at Length
<u>25 O.S. 303,</u>	<u>Times and Places - Advance Notice</u>	Discussed at Length
<u>25 O.S. 304,</u>	<u>Definitions</u>	Discussed at Length
Title 51. Officers		
Cite	Name	Level
<u>51 O.S. 24,</u>	<u>Repealed</u>	Discussed at Length
Title 63. Public Health and Safety		
Cite	Name	Level
<u>63 O.S. 4230.1,</u>	<u>Repealed</u>	Discussed at Length
Title 74. State Government		
Cite	Name	Level
<u>74 O.S. 18,</u>	<u>Attorney General as Chief Law Officer</u>	Discussed at Length
Title 75. Statutes and Reports		
Cite	Name	Level
<u>75 O.S. 250,</u>	<u>Short Title</u>	Discussed at Length
Title 82. Waters and Water Rights		
Cite	Name	Level
<u>82 O.S. 862.1,</u>	<u>Grand River Dam Authority</u>	Discussed at Length
<u>82 O.S. 861,</u>	<u>District Created and Territory Included - Governmental Agency and Body Politic -</u>	Discussed at Length
	<u>Powers - Designation of Land and Water</u>	
<u>82 O.S. 863,</u>	<u>Repealed</u>	Cited



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





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

MEMORANDUM


TO: Honorable Mayor and City Council

FROM: Tim Lyon, City Manager

DATE: December 13, 2022

SUBJECT: Discussion, consideration, and possible action of 1) entering into executive session, to discuss case CJ-19-2857 Bailey v. Midwest City, as allowed under Title 25 Section 307 (B)(4) to discuss a confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest; and 2) authorizing the City Manager to take action as appropriate based on discussion.

Appropriate information will be dispersed during executive session.



Tim L. Lyon, City Manager



DISCUSSION ITEMS
CONTINUED





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 Members of the City Council

From: Donald D. Maisch, City Attorney

Date: December 13, 2022

RE: Discussion, consideration, and possible action of the proposed settlement in case number CJ-19-2857. (D. Maisch – City Attorney).

Based on discussion with attorneys and City Council Members.

Respectfully submitted,

Donald D. Maisch
City Attorney



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: December 13, 2022

SUBJECT: Review of the City Manager's Report for the month of October 2022.

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

2018 Election G.O. Bond (270) decreased because of the payments for:
Various Capital Outlay <\$323,901>

MWC Hospital Authority (425) activities for October:

Compounded Principal (9010) - unrealized gain on investment	\$3,763,209
Discretionary (9050) - unrealized gain on investment	\$1,592,140

Tiatia Cromar

Tiatia Cromar
Finance Director/ City Treasurer

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

Fund Number	Fund Description	Assets	Liabilities	6/30/2022 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	6,326,180	(8,491)	6,202,732	1,075,092	(960,135)	114,957	6,317,689
10	GENERAL	14,211,331	(155,393)	13,381,189	15,862,536	(15,187,787)	674,749	14,055,938
11	CAPITAL OUTLAY RESERVE	733,408	-	730,854	2,555	-	2,555	733,408
13	STREET AND ALLEY FUND	1,662,411	-	1,545,784	188,406	(71,779)	116,627	1,662,411
14	TECHNOLOGY FUND	663,153	-	608,488	114,135	(59,470)	54,665	663,153
15	STREET LIGHT FEE	1,310,181	-	1,410,644	202,316	(302,780)	(100,464)	1,310,181
16	REIMBURSED PROJECTS	1,326,334	-	1,218,188	371,247	(263,100)	108,147	1,326,334
20	MWC POLICE DEPARTMENT	11,725,197	(5,094)	10,821,631	6,699,521	(5,801,048)	898,473	11,720,104
21	POLICE CAPITALIZATION	1,577,306	-	1,171,789	540,315	(134,797)	405,518	1,577,306
25	JUVENILE FUND	82,448	-	75,439	18,926	(11,917)	7,009	82,448
30	POLICE STATE SEIZURES	105,063	-	101,472	4,398	(808)	3,591	105,063
31	SPECIAL POLICE PROJECTS	84,612	-	84,349	359	(96)	263	84,612
33	POLICE FEDERAL PROJECTS	43,954	-	45,893	62	(2,000)	(1,938)	43,954
34	POLICE LAB FEE FUND	25,628	-	30,303	99	(4,774)	(4,675)	25,628
35	EMPLOYEE ACTIVITY FUND	18,930	(11)	16,725	3,598	(1,404)	2,194	18,919
36	JAIL	216,718	-	209,742	31,079	(24,103)	6,976	216,718
37	POLICE IMPOUND FEE	114,108	-	111,802	13,442	(11,136)	2,306	114,108
40	MWC FIRE DEPARTMENT	8,087,860	(4)	7,340,176	5,210,378	(4,462,698)	747,680	8,087,856
41	FIRE CAPITALIZATION	1,914,817	-	1,767,754	230,243	(83,180)	147,063	1,914,817
45	MWC WELCOME CENTER	388,275	-	341,538	73,339	(26,602)	46,737	388,275
46	CONV / VISITORS BUREAU	466,685	-	388,480	149,887	(71,682)	78,205	466,685
60	CAPITAL DRAINAGE IMP	433,995	-	509,632	158,990	(234,626)	(75,636)	433,995
61	STORM WATER QUALITY	1,324,645	-	1,291,987	290,805	(258,146)	32,659	1,324,645
65	STREET TAX FUND	2,174,308	-	2,104,415	203,498	(133,606)	69,893	2,174,308
70	EMERGENCY OPER FUND	1,149,445	-	1,103,988	269,698	(224,241)	45,457	1,149,445
75	PUBLIC WORKS ADMIN	894,866	-	862,661	441,953	(409,748)	32,205	894,866
80	INTERSERVICE FUND	727,049	-	732,643	974,540	(980,134)	(5,594)	727,049
81	SURPLUS PROPERTY	656,433	(532,298)	121,392	20,059	(17,317)	2,742	124,134
115	ACTIVITY FUND	378,859	(260)	420,799	50,179	(92,380)	(42,201)	378,598
123	PARK & RECREATION	1,953,395	(150)	1,890,199	238,474	(175,428)	63,046	1,953,245
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	327,863	(327,863)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	189,284	(1,177)	193,333	8,364	(13,590)	(5,226)	188,107
143	GRANT FUNDS	113,383	(53,383)	60,000	1,315,456	(1,315,456)	-	60,000

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

Fund Number	Fund Description	Assets	Liabilities	6/30/2022 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,845,215	-	3,046,637	426,545	(627,967)	(201,422)	2,845,215
172	CAP. WATER IMP-WALKER	2,311,518	-	2,126,130	216,377	(30,989)	185,387	2,311,518
178	CONST LOAN PAYMENT REV	4,175,975	(25,605)	3,829,887	336,946	(16,463)	320,483	4,150,370
184	SEWER BACKUP FUND	77,416	-	78,442	273	(1,300)	(1,027)	77,416
186	SEWER CONSTRUCTION	6,954,671	-	6,333,540	515,977	105,154	621,131	6,954,671
187	UTILITY SERVICES	662,104	(924)	569,162	440,491	(348,473)	92,018	661,180
188	CAP. SEWER IMP.-STROTH	1,656,376	-	1,492,855	274,404	(110,883)	163,521	1,656,376
189	UTILITIES CAPITAL OUTLAY	2,581,372	(124,507)	2,370,728	142,124	(55,986)	86,138	2,456,865
190	MWC SANITATION DEPARTMENT	5,739,596	-	5,697,494	2,765,965	(2,723,863)	42,103	5,739,596
191	MWC WATER DEPARTMENT	4,698,711	-	4,186,677	3,034,157	(2,522,123)	512,034	4,698,711
192	MWC SEWER DEPARTMENT	4,768,246	(193)	4,288,741	2,835,142	(2,355,830)	479,313	4,768,053
193	MWC UTILITIES AUTHORITY	1,015,389	-	1,012,225	3,556	(392)	3,164	1,015,389
194	DOWNTOWN REDEVELOPMENT	579,102	(5,045)	572,042	2,016	-	2,016	574,057
195	HOTEL/CONFERENCE CENTER	579,950	(1,081,790)	(593,157)	1,180,701	(1,089,384)	91,317	(501,840)
196	HOTEL 4% FF&E	778,134	(28,462)	633,934	389,027	(273,289)	115,738	749,672
197	JOHN CONRAD REGIONAL GOLF	767,611	(290,889)	(11,052)	967,347	(479,572)	487,775	476,722
201	URBAN RENEWAL AUTHORITY	48,881	-	48,711	170	-	170	48,881
202	RISK MANAGEMENT	662,880	(37)	1,105,412	332,406	(774,975)	(442,569)	662,843
204	WORKERS COMP	3,864,500	-	3,922,674	268,435	(326,609)	(58,174)	3,864,500
220	ANIMALS BEST FRIEND	86,067	-	78,729	26,386	(19,048)	7,338	86,067
225	HOTEL MOTEL FUND	-	-	-	239,434	(239,434)	-	-
230	CUSTOMER DEPOSITS	1,525,719	(1,525,719)	-	5,462	(5,462)	-	-
235	MUNICIPAL COURT	85,319	(85,319)	-	289	(289)	-	-
240	L & H BENEFITS	2,425,847	(60,856)	2,593,797	3,283,245	(3,512,051)	(228,806)	2,364,992
250	CAPITAL IMP REV BOND	3,132,849	(42,446,291)	(40,455,318)	5,668,227	(4,526,351)	1,141,876	(39,313,442)
269	2002 G.O. STREET BOND	263,127	-	281,459	928	(19,260)	(18,332)	263,127
270	2018 ELECTION G.O. BOND	10,839,048	(298,520)	12,820,735	49,424	(2,329,631)	(2,280,207)	10,540,528
271	2018 G.O. BONDS PROPRIETARY	709,776	(114,580)	1,710,655	3,964	(1,119,423)	(1,115,459)	595,196
272	2022 ISSUE G.O. BOND	5,183,899	(7,182)	5,580,752	18,714	(422,749)	(404,034)	5,176,717
310	DISASTER RELIEF	12,651,743	(195,294)	11,223,265	1,368,083	(134,899)	1,233,183	12,456,448
340	REVENUE BOND SINKING FUND	-	-	-	2,483,271	(2,483,271)	-	-
350	G. O. DEBT SERVICES	2,527,029	(14,576)	2,746,704	65,540	(299,791)	(234,251)	2,512,453
352	SOONER ROSE TIF	1,238,643	-	867,568	374,574	(3,500)	371,074	1,238,643
353	ECONOMIC DEV AUTHORITY	55,702,711	(50,499,121)	4,866,817	486,545	(149,772)	336,774	5,203,590
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	102,460,930	(18,244)	103,095,471	1,688,118	(2,340,902)	(652,784)	102,442,687
425-9050	MWC HOSP AUTH-DISCRETIONARY	18,913,567	(10,635)	17,187,434	2,042,110	(326,612)	1,715,498	18,902,932
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	9,969,143	(4,349)	10,081,716	65	(116,987)	(116,921)	9,964,794
425-9080	MWC HOSP AUTH GRANTS	651,183	-	135,671	515,512	-	515,512	651,183
	TOTAL	334,220,538	(97,594,399)	230,428,584	67,543,762	(61,346,203)	6,197,558	236,626,142



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

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: December 13, 2022

RE: Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager.

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of October 2022, which is the fourth (4) period of the FY 2022/2023.

Troy Bradley, Human Resources Director

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
PLAN INCOME												
Projected Budgeted (MTD)	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885
Actual (MTD)	790,434	884,482	800,157	807,616								
Projected Budgeted (YTD)	821,885	1,643,770	2,465,655	3,287,540	4,109,425	4,931,310	5,753,195	6,575,080	7,396,965	8,218,850	9,040,735	9,862,620
Actual (YTD)	790,434	1,674,916	2,475,073	3,282,689								
PLAN CLAIMS/ADMIN COSTS	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Projected Budgeted (MTD)	744,605	930,756	744,605	930,756	744,605	744,605	930,756	744,605	744,605	744,605	930,756	744,605
Actual (MTD)	801,455	1,114,999	734,533	861,832								
Projected Budgeted (YTD)	744,605	1,675,361	2,419,966	3,350,722	4,095,327	4,839,932	5,770,688	6,515,293	7,259,898	8,004,503	8,935,259	9,679,864
Actual (YTD)	801,455	1,916,454	2,650,987	3,512,819								
EXCESS INCOME vs. EXPENDITURES	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Projected Budgeted (MTD)	77,280	-108,871	77,280	-108,871	77,280	77,280	-108,871	77,280	77,280	77,280	-108,871	77,280
Actual (MTD)	-11,021	-230,517	65,624	-54,216								
Projected Budgeted (YTD)	77,280	-31,591	45,689	-63,182	14,098	91,378	-17,493	59,787	137,067	214,347	105,476	182,756
Actual (YTD)	-11,021	-241,538	-175,914	-230,130								
FISCAL YEAR 2021-2022	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
PLAN INCOME												
Projected Budgeted (MTD)	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012
Actual (MTD)	832,833	851,193	896,598	852,564	857,814	901,700	911,369	1,022,341	887,972	856,646	881,245	866,030
Projected Budgeted (YTD)	910,012	1,820,024	2,730,036	3,640,048	4,550,060	5,460,072	6,370,084	7,280,096	8,190,108	9,100,120	10,010,132	10,920,144
Actual (YTD)	832,833	1,684,026	2,580,624	3,433,188	4,291,002	5,192,702	6,104,071	7,126,412	8,014,384	8,871,030	9,752,275	10,618,305
PLAN CLAIMS/ADMIN COSTS	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
Projected Budgeted (MTD)	804,741	1,005,926	804,741	804,741	1,005,926	804,741	1,005,926	804,741	804,741	804,741	1,005,926	804,741
Actual (MTD)	710,070	876,960	831,545	803,008	769,847	1,031,306	744,765	730,685	676,548	674,589	897,321	718,526
Projected Budgeted (YTD)	804,741	1,810,667	2,615,408	3,420,149	4,426,075	5,230,816	6,236,742	7,041,483	7,846,224	8,650,965	9,656,891	10,461,632
Actual (YTD)	710,070	1,587,030	2,418,575	3,221,583	3,991,430	5,022,736	5,767,501	6,498,186	7,174,734	7,849,323	8,746,644	9,465,170
EXCESS INCOME vs. EXPENDITURES	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
Projected Budgeted (MTD)	105,271	-95,914	105,271	105,271	-95,914	105,271	-95,914	105,271	105,271	105,271	-95,914	105,271
Actual (MTD)	122,763	-25,767	65,053	49,556	87,967	-129,606	166,604	291,656	211,424	182,057	-16,076	147,504
Projected Budgeted (YTD)	105,271	9,357	114,628	219,899	123,985	229,256	133,342	238,613	343,884	449,155	353,241	458,512
Actual (YTD)	122,763	96,996	162,049	211,605	299,572	169,966	336,570	628,226	839,650	1,021,707	1,005,631	1,153,135

October 4/FY 2023: \$2,362,931
 October 4/FY 2022: \$1,651,530
 October 4/FY 2021: \$1,120,405
 October 4/FY 2020: \$1,849,017

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



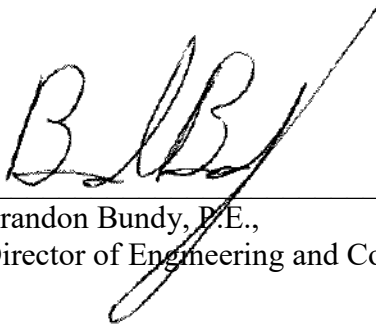
**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : December 13, 2022

SUBJECT : Monthly Residential and Commercial Building report for October 2022



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



The City of Midwest City

Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits Summary - Issued 10/1/2022 to 10/31/2022

Building - Commercial & Industrial

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
1	Cell Tower New Const Bldg Permit	\$108,000.00
1	Com Addition Bldg Permit	\$100,000.00
2	Com Demolition Permit	\$0.00
20	Com General Electrical Permit	\$0.00
11	Com General Mechanical Permit	\$0.00
6	Com General Plumbing Permit	\$0.00
4	Com New Const Bldg Permit	\$4,200,000.00
4	Com New Const Electrical Permit	
4	Com New Const Mechanical Permit	\$0.00
3	Com New Const Plumbing Permit	
8	Com Remodel Bldg Permit	\$2,527,000.00
12	Com Sign Permit	\$71,000.00
Total Value of Building - Commercial & Industrial:		7,006,000.00

Building - Residential

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
5	Res Accessory Bldg Permit	\$159,597.00
2	Res Carport Permit	\$9,300.00
3	Res Demolition Permit	\$0.00
10	Res Driveway Permit	\$0.00
8	Res Fence Permit	\$23,100.00
39	Res General Electrical Permit	\$0.00
23	Res General Mechanical Permit	\$0.00
74	Res General Plumbing Permit	\$0.00
1	Res Multi-Fam New Const Bldg Permit	\$1,400,000.00
1	Res Multi-Fam Remodel Bldg Permit	\$25,000.00
8	Res New Const Electrical Permit	\$0.00
3	Res New Const Mechanical Permit	\$0.00
15	Res New Const Plumbing Permit	\$0.00
1	Res Patio Cover Permit	\$6,000.00
13	Res Roofing Permit	\$0.00
2	Res Single-Fam Addition Bldg Permit	\$85,752.64
17	Res Single-Fam New Const Bldg Permit	\$3,043,550.00
5	Res Single-Fam Remodel Building Permit	\$357,500.00
5	Res Storm Shelter Permit	\$34,346.00
Total Value of Building - Residential:		5,144,145.64

Grand Total: \$12,150,145.64



The City of Midwest City

Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits by Type - Issued 10/1/2022 to 10/31/2022

Building - Commercial & Industrial

Cell Tower New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/7/22	8730 SE 15TH ST, 73110	Harmoni Towers LLC	B-22-2068	\$108,000.00
				\$108,000.00

Com Addition Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/25/22	1704 S AIR DEPOT BLVD, MIDWEST CITY, OK, 0	Ben Thompson	B-22-2229	\$100,000.00
				\$100,000.00

Com Demolition Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/18/22	6123 SE 15TH ST, 73110	Michael Scarbrough	B-22-2590	\$0.00
10/27/22	7001 SE 29TH ST, MWC, OK, 73110	Midwest Wrecking	B-22-2751	\$0.00
				\$0.00

Com New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/7/22	7001 SE 29TH ST, 73110	ahmad jaffal	B-21-2471	\$1,600,000.00
10/19/22	10607 SE 15TH ST	Brock Corr	B-22-2188	\$400,000.00
10/19/22	10603 SE 15TH ST, OK, 73130	Brock Corr	B-22-2398	\$400,000.00
10/27/22	10012 E RENO AVE, 73130	nick halfhill	B-22-0847	\$1,800,000.00
				\$4,200,000.00

Com Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/5/22	7271 SE 29TH ST, MWC, OK, 73110	Edward Burns	B-22-2422	\$0.00
10/12/22	8201 E RENO AVE, OK, 73110	SPRAGUE, STEVE	B-21-0738	\$750,000.00
10/17/22	5815 SE 15TH ST, 73110	Jordyn Previn	B-21-2149	\$400,000.00
10/19/22	7185 SE 29TH ST, MWC, OK, 73110	Jack Moore - CMxM LLC	B-22-1749	\$300,000.00
10/21/22	6501 TINKER DIAGONAL, MWC, OK, 73110	Jason Kapka	B-22-2231	\$380,000.00
10/21/22	7311 SE 29TH ST, MWC, OK, 73110	Greg Coker- Progressive Constructors, Inc.	B-21-2457	\$635,000.00
10/24/22	9205 NE 23RD ST, 4, 73141	Jeff Wallar	B-22-2629	\$12,000.00
10/27/22	2212 S POST RD, 73130	Rance Pride	B-22-0922	\$50,000.00
				\$2,527,000.00

Com Sign Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/4/22	2816 WOODCREST DR, MWC, OK, 73110	Michael Hughes	B-22-2286	\$35,000.00
10/12/22	412 S AIR DEPOT BLVD, B MIDWEST CITY, OK, 0	Chad Bullock	B-22-1360	\$6,000.00
10/18/22	5815 SE 15TH ST, MIDWEST CITY, OK, 0	G&S Sign Services	B-22-2491	\$10,000.00

10/19/22	7311 SE 29TH ST, MWC, OK, 73110	Chris Hampton	B-22-0088	\$0.00
10/19/22	7311 SE 29TH ST, MWC, OK, 73110	Chris Hampton	B-22-0089	\$2,500.00
10/19/22	7311 SE 29TH ST, MWC, OK, 73110	Chris Hampton	B-22-0090	\$0.00
10/19/22	7311 SE 29TH ST, MWC, OK, 73110	Chris Hampton	B-22-0091	\$0.00
10/19/22	7311 SE 29TH ST, MWC, OK, 73110	Chris Hampton	B-22-0092	\$4,000.00
10/19/22	7311 SE 29TH ST, MWC, OK, 73110	Chris Hampton	B-22-0093	\$4,000.00
10/25/22	1921 S AIR DEPOT BLVD, OK, 73110	Byron Boyd, A.I. Signs & Wraps	B-22-2098	\$500.00
10/26/22	7185 SE 29TH ST, MWC, OK, 73110	G&S Sign Services	B-22-2200	\$8,000.00
10/27/22	9535 NE 10TH ST, 73130	Jace Larsen	B-22-2646	\$1,000.00

\$71,000.00

Building - Residential

Res Accessory Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/10/22	300 TEXAS AVE, MWC, OK, 73130	Jason Dillon	B-22-2554	\$15,000.00
10/17/22	1300 MEADE DR, MWC, OK, 73130	John Fowler	B-22-1316	\$80,000.00
10/21/22	10905 SE 3RD ST, MWC, OK, 73130	John Thomspson	B-22-2571	\$18,697.00
10/24/22	1716 RULANE DR, MWC, OK, 73110	Michael McStay	B-22-2699	\$5,900.00
10/28/22	1701 WEBSTER ST, 73130	RICHARDSON, LANE	B-22-2301	\$40,000.00

\$159,597.00

Res Carport Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/12/22	633 E BOUSE DR, MWC, OK, 73110	Titan Building Co	B-22-2467	\$3,800.00
10/12/22	600 N POPLAR LN, MWC, OK, 73130	Titan Building Co	B-22-2452	\$5,500.00

\$9,300.00

Res Demolition Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/11/22	208 MARLOW DR, 73110	Dennis Hoeksema	B-22-2556	\$0.00
10/14/22	3109 N GLENOAKS DR, MWC, OK, 73110	Norm Irwin	B-22-2383	\$0.00
10/17/22	120 E NORTHRUP DR, MWC, OK, 73110	smokey warren	B-22-1980	

\$0.00

Res Driveway Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/6/22	2418 CATTAIL CIR, 73130	CB CONSTRUCTION LLC	B-22-1686	
10/13/22	2408 CATTAIL CT, 73130	MARRUFO CONCRETE	B-22-2711	
10/13/22	2404 CATTAIL CT, 73130	MARRUFO CONCRETE	B-22-2710	
10/13/22	2401 CATTAIL CT, 73130	MARRUFO CONCRETE	B-22-2709	
10/14/22	2400 CATTAIL CT, 73130	MARRUFO CONCRETE	B-22-2714	
10/14/22	10215 E RENO AVE, 73130	MUD & STEEL CONSTRUCTION	B-22-2716	
10/18/22	2412 CATTAIL CT, 73130	MARRUFO CONCRETE	B-22-2753	\$0.00
10/21/22	1413 N WESTMINSTER RD, 73130	JOSE L LOPEZ	B-22-2788	
10/26/22	1012 JET DR, 73110	C & M CONCRETE	B-22-2828	
10/31/22	2416 CATTAIL CT, 73130	MARRUFO CONCRETE	B-22-2865	\$0.00

\$0.00

Res Fence Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/3/22	355 KING AVE, MWC, OK, 73130	Christopher Horton	B-22-2300	\$7,000.00
10/5/22	1340 E TIMBERVIEW DR, MWC, OK, 73130	Lawrence Nugent	B-22-2522	\$3,100.00
10/6/22	1824 KAYE DR, 73141	Keith Dye	B-22-1974	\$0.00
10/7/22	312 W MARSHALL DR, 73110	selene hernandez	B-22-2508	\$1,200.00
10/14/22	1011 CALDWELL DR, 73130	Curtis Hines	B-22-2686	\$0.00

10/17/22	13180 CHINKAPIN OAK PL, 73020	Melissa Mallory	B-22-2190	\$1,700.00
10/17/22	120 E NORTHRUP DR, MWC, OK, 73110	smokey warren	B-22-1979	\$10,000.00
10/21/22	210 CHAR LN, MWC, OK, 73110	Jeff Mullenax	B-22-2533	\$100.00

\$23,100.00

Res Multi-Fam New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/21/22	1677 MIDTOWN PL, 73130	JLOU PROPERTIES LLC	B-21-2403	\$1,400,000.00

\$1,400,000.00

Res Multi-Fam Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/4/22	2602 W GLENHAVEN DR, F MWC, OK, 73110	aman aggarwal	B-22-2033	\$25,000.00

\$25,000.00

Res Patio Cover Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/7/22	117 CHEVY CHASE, 73110	April De La Rosa	B-22-1928	\$6,000.00

\$6,000.00

Res Roofing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/3/22	903 RUBY LN, 73130	MALLARD CONSTRUCTION	B-22-2607	
10/4/22	809 STAHL DR	BASS ROOFING AND SIDING	B-22-2624	
10/5/22	718 S POST RD, 73130	YATES ROOFING	B-22-2568	
10/17/22	416 CHAR LN, 73110	J & M ROOFING & SUPPLY CO	B-22-2735	
10/19/22	1302 ZACHRY CIR, 73110	OKLAHOMA ROOFING & CONSTR	B-22-2763	
10/19/22	1820 SAINT LUKE, 73130	OKLAHOMA ROOFING & CONSTR	B-22-2762	
10/19/22	9109 OAK CREEK DR, 73130	OKLAHOMA ROOFING & CONSTR	B-22-2761	
10/21/22	725 MARGENE DR, 73130	TEXOLA INC	B-22-2777	
10/21/22	10600 SONGBIRD LN, 73130	PARKER BROTHERS ROOFING	B-22-2745	
10/21/22	10125 ALICIA DR, 73130	TRIPLE DIAMOND CONSTR	B-22-2779	
10/24/22	3701 N RIDGEWOOD DR, 73110	TRIPLE DIAMOND CONSTR	B-22-2805	
10/26/22	2005 SAINT MARK, MWC, OK, 73141	LOPEZ, ANGEL	B-22-2760	\$0.00
10/31/22	9415 ORCHARD BLVD, 73130	PARKER BROTHERS ROOFING	B-22-2863	

\$0.00

Res Single-Fam Addition Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/12/22	1109 OAK HILL DR, MWC, OK, 73110	Herman Burge II	B-22-2266	\$53,752.64
10/21/22	9213 FOREST COVE CIR, 73130	Sunrooms and More	B-22-2268	\$32,000.00

\$85,752.64

Res Single-Fam New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/4/22	10452 CATTAIL TER, 73130	Home Creations, Inc.	B-21-2329	\$177,500.00
10/6/22	2405 CATTAIL CT, 73130	Home Creations, Inc.	B-21-2437	\$181,410.00
10/6/22	2426 CATTAIL CIR, 73130	Home Creations, Inc.	B-21-2212	\$158,500.00
10/7/22	10113 ST PATRICK DR	BARRON CONSTRUCTION	B-21-0295	\$110,000.00
10/10/22	8700 NE 16TH ST, 73110	Justin Reyes	B-22-1428	\$300,000.00
10/11/22	9010 NE 19TH ST, MWC, OK, 73141	JO ANNE SULLIVAN	B-22-1830	\$270,000.00
10/17/22	13180 CHINKAPIN OAK PL, 73020	Melissa Mallory	B-22-2189	\$155,000.00
10/18/22	10492 TURTLE BACK DR, 73130	Home Creations, Inc.	B-21-0844	\$148,594.00

10/18/22	2406 CATTAIL CIR, 73130	Home Creations, Inc.	B-21-1825	\$160,042.00
10/19/22	2418 CATTAIL CIR, 73130	Home Creations, Inc.	B-21-2417	\$182,000.00
10/19/22	10469 TURTLE BACK DR, 73130	Home Creations, Inc.	B-21-0478	\$154,021.00
10/20/22	2414 CATTAIL CIR, 73130	Home Creations, Inc.	B-21-2104	\$172,500.00
10/27/22	2405 FOREST GLEN DR, 73020	Swm & Sons	B-21-2902	\$285,000.00
10/28/22	2409 CATTAIL CT, 73130	Home Creations, Inc	B-21-2427	\$170,784.00
10/28/22	1009 N POPLAR LN, 73130	Keith Hoyt	B-22-2564	\$115,000.00
10/28/22	10500 TURTLE BACK DR, 73130	Home Creations, Inc.	B-21-0796	\$153,199.00
10/28/22	712 CHRISTINE DR, MWC, OK, 73130	Ana Hernandez	B-21-2041	\$150,000.00

\$3,043,550.00

Res Single-Fam Remodel Building Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/4/22	6640 KLIPSPRINGER ST, MIDWEST CITY, OK, 0	Duana Newcomb	B-22-2151	\$5,000.00
10/17/22	829 E ROSE DR, MWC, OK, 73110	Cantrell Exterior Finishes, LLC	B-22-2516	\$140,000.00
10/19/22	1412 N POST RD, MIDWEST CITY, OK, 0	Oscar Monday	B-22-2249	\$8,000.00
10/26/22	1721 THOMPSON DR, 73110	Kristi Stemper	B-22-1697	\$200,000.00
10/28/22	1408 MCGREGOR DR, MWC, OK, 73130	Garland Glover	B-22-2255	\$4,500.00

\$357,500.00

Res Storm Shelter Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/6/22	9507 PEACHTREE LN, 73130	Gregory & Cynthia Klee	B-22-2343	\$9,558.00
10/6/22	2416 SHELL DR, 73130	Michael & Sterlene Pearce	B-22-2344	\$7,830.00
10/6/22	2308 JEAN RD, MWC, OK, 73130	Beverly Jones	B-22-2342	\$9,558.00
10/7/22	12507 FOREST TERR, 73020	Trevor Allen	B-22-2395	\$3,900.00
10/19/22	3317 PLEASANT DR, MWC, OK, 73110	Dima Stegain	B-22-2549	\$3,500.00

\$34,346.00

Grand Total: \$12,150,145.64



The City of Midwest City

Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Inspections Summary - Inspected 10/1/2022 to 10/31/2022

<u>Inspection Description</u>	<u>Count</u>
Accessory Bldg Inspection	4
Buildings - CO Inspection & Sign Off	11
Buildings - CO Reinspection & Sign Off	8
Com Building Final Inspection	4
Com Building Final Reinspection	1
Com Drainage 1 Inspection	1
Com Drainage2 Inspection	1
Com Drainage3 Inspection	1
Com Drainage3 Reinspection	1
Com Drainage4 Inspection	1
Com Drainage4 Reinspection	1
Com Drainage5 Inspection	1
Com Duct Smoke Detector Retest/Reinspection (Building)	2
Com Duct Smoke Detector Retest/Reinspection (Fire Marsh	1
Com Duct Smoke Detector Test/Inspection	2
Com Duct Smoke Detector Test/Inspection (Building)	1
Com Duct Smoke Detector Test/Inspection (Fire Marshal)	3
Com Electrical Ceiling Inspection	3
Com Electrical Ceiling Reinspection	3
Com Electrical Final Inspection	9
Com Electrical Final Reinspection	7
Com Electrical Ground Inspection	2
Com Electrical Rough-in Inspection	2
Com Electrical Rough-in Reinspection	3
Com Electrical Service Inspection	6
Com Electrical Service Reinspection	4
Com Electrical Wall Inspection	1
Com Electrical Wall Reinspection	1
Com Fire Alarm Final Inspection	1
Com Fire Alarm Rough Inspection	1
Com Fire Sprinkler Rough Inspection	2
Com Framing Inspection	3
Com Framing Reinspection	1
Com Gas Piping Inspection	1
Com Gas Piping Reinspection	1
Com Grease Trap Final Inspection	3
Com Grease Trap Final Reinspection	1
Com Grease Trap Rough Inspection (Building)	1
Com Grease Trap Rough Inspection (Line Maintenance)	2
Com Hood Suppression Inspection	1
Com Mechanical Ceiling Inspection	1
Com Mechanical Final Inspection	2
Com Mechanical Rough-in Inspection	6
Com Mechanical Rough-in Reinspection	4
Com Oil Separator Rough Inspection (Line Maintenance)	1
Com Plumbing Final Inspection	3

Com Plumbing Final Reinspection	2
Com Plumbing Ground Inspection	4
Com Plumbing Rough-in Inspection	4
Com Plumbing Rough-in Reinspection	3
Com Sewer Service Inspection	1
Com Sewer Service Reinspection	1
Com Vent Hood Final Inspection (Building)	1
Com Vent Hood Final Inspection (Fire Marshal)	1
Com Vent Hood Rough Inspection	1
Com Water Service Line Inspection	2
Com Water Service Line Reinspection	1
Commercial Meter Tap Inspection	1
Commercial Meter Tap Reinspection	1
County Health - CO Inspection & Sign Off	8
Electrical Generator Inspection	3
Electrical Generator Reinspection	3
Fire - CO Inspection & Sign Off	10
Fire - CO Reinspection & Sign Off	4
General Inspection	19
Hot Water Tank Inspection	9
Hot Water Tank Reinspection	2
Irrigation System Inspection	1
Mechanical Change Out Inspection	9
Mechanical Change Out Reinspection	4
OMMA CC Inspection - Buildings	2
OMMA CC Inspection - Fire	2
OMMA CC Inspection - Planning	1
OMMA CC Inspection - PWA Utilities	1
OMMA CC Reinspection - Fire	1
Planning - CO Inspection & Sign Off	26
Pre-Con Site Inspection/Meeting	4
Res Building Final Inspection	11
Res Building Final Reinspection	1
Res Carport Inspection	2
Res Drainage1 Inspection	2
Res Drainage1 Reinspection	1
Res Drainage2 Inspection	2
Res Drainage3 Inspection	6
Res Drainage3 Reinspection	2
Res Drainage4 Inspection	6
Res Drainage4 Reinspection	4
Res Drainage5 Inspection	8
Res Driveway Inspection	8
Res Driveway Reinspection	1
Res Electrical Final Inspection	18
Res Electrical Final Reinspection	6
Res Electrical Ground Inspection	2
Res Electrical Pool Bonding Inspection	2
Res Electrical Rough-in Inspection	13
Res Electrical Rough-in Reinspection	5
Res Electrical Service Inspection	28
Res Electrical Service Reinspection	7
Res Fence Inspection	2
Res Footing & Building Setback Inspection	3
Res Framing Inspection	4
Res Framing Reinspection	9
Res Gas Meter Inspection	24

Res Gas Meter Reinspection	2
Res Gas Piping Inspection	16
Res Gas Piping Reinspection	7
Res Insulation Inspection	3
Res Mechanical Final Inspection	8
Res Mechanical Final Reinspection	3
Res Mechanical Rough-in Inspection	7
Res Mechanical Rough-in Reinspection	1
Res Miscellaneous Electrical Inspection	1
Res Patio Cover Inspection	1
Res Plumbing Final Inspection	13
Res Plumbing Final Reinspection	3
Res Plumbing Ground Inspection	9
Res Plumbing Ground Reinspection	2
Res Plumbing Rough-in Inspection	6
Res Roofing Inspection	6
Res Sewer Service Inspection	19
Res Sewer Service Reinspection	1
Res Storm Shelter Inspection	8
Res Temporary Electrical Pole Inspection	2
Res Termite Inspection	3
Res Water Service Line Inspection	18
Residential Meter Tap Inspection	13
Residential Meter Tap Reinspection	1
Sewer Cap Inspection	5
Utilities - CO Inspection & Sign Off	6
<hr/>	
Total Number of Inspections:	593

**Tree Board Minutes
July 12, 2022**

**Charles J. Jonson Building
8626 S.E. 15th St
Room C**

Members Present: Suzi Byrne, Chair Person
Sherry Beaird
Susan Glapion
Marcus Hayes
AJ Bailey
Aruna Abhayagoonawardhana

Members Absent: Theresa Mortimer

Staff Present: Paul Streets, Public Works Dir.
Steve Bray, Supervisor, Street/Parks
Jamie Lowrie, Facility Project Supv.
Mary C. Kuettel, Secretary

Suzi called the meeting to order at 12:00.

Sherry moved to approve the January minutes, seconded by Marus. All voted aye.

NEW MATTERS

Introduction of newest Tree Board Member – AJ Bailey (Ward 3).

Suzi introduced & welcomed the newest Tree Board Member – AJ Bailey. Suzie stated we are glad to have AJ as a member.

Tree Assessment – Trees needed for Parks in each Council Ward.

Suzi said she has asked the members to access the parks (in their wards) and determine the trees needed and urgency in which they are needed. Suzi said she is interested because we lost a lot of trees in storms the last few years. We need to determine the amount of trees needed, so we can see how much money is needed, to buy additional trees. We can't afford to put irrigation in all over the City; therefore, we need drought tolerant trees and trees that sustain Oklahoma's harsh winters. We need to have an assessment before we move forward. There are a lot of grants we can apply for, but we need a dollar amount before applying for any grants. Trees needed would include trees that were lost due to weather/storms or any additional trees that are needed.

We need to get the funding this year and plant next year. Suzi stated she would like to have the tree assessment forms as soon as possible & she will consolidate the forms and see the amount of trees needed so we can make a recommendation to the City.

Suzi stated Tree Board needs to seek approval from the Park Board before we proceed any further. Paul stated, Mary can get the information on when the next Park Board will be held (date, time & location) and get the information to Suzi.

Discuss Landscape Master Plan 2022-2023.

No action was taken on Landscape Master Plan 2022-2023. This item will be at the the next meeting.

Explanation of funding for Tree Board.

Suzi stated she struggles on why Midwest City doesn't have a budget for the Tree Board. Oklahoma City and Edmond have a budget for their Tree Boards.

Old Business & Tables Matters

Amount of money budgeted for Tree Board.

Paul stated we used to have about 40 employees in the street, parks & drainage department several years ago. For the last year and a half, we have had about 25 employees plus some temporary employees for (weed eating). We have had a 30% vacancy for over a year and a half. Also, we have added some additional parks (Charles J. Johnson Park & Atkinson Park & Welcome Center Park, Islands on SE 29th). Every single department in the City has experienced this issue of being short handed. This has created some challenges.

Update of Grant from Hospital Authority.

Suzi stated we are using the grant from Hospital Authority to put a Children's Playground between tennis courts and swimming pool. The grant request was to reburish the pavilion (paint & clean it up). Also, the sidewalks & a small bridge that is not wide enough to accomadate a wheelchair for the physically disabled. The board plans are to make repairs of these items. Also, plant some trees in a semi circle & install irrigation. We want to upgrade the children's playground area. At the present time, there are only three swings. We want to put in some ADA compliant playground equipment. The Hospital Authority did not approve the full grant request, but they did tell us they want to see another request (along these same lines) for next year, for a follow-up grant to finish the project. Suzi stated, she is looking forward to the follow-up grant so this project can be completed.

Explanation of how the City is going to use the grants (from Hospital Authority) and discussion when work will commence.

Paul stated, we should have a fairly good idea by the October meeting when this work will begin. Suzi stated we already discussed how the grant will be used.

Report from staff on Tree Maintenance.

Jamie stated that multiple pine trees were removed from behind the library. Also, multiple trees were removed from Animal Shelter to make room for new outdoor dog areas. Four pines were removed from medians on SE 29th St. Arbor Master is providing an estimate on treating bag worms for Sycamore trees in the medians at Reno & Sooner Rd. We raised the canopy on the trees at John Conrad Golf Course. We currently have an open purchase order for trees from Northcutt's nursery for facilities & parks.

Budget Report

There has not been any activity from the last meeting.

Public Discussion

None

Adjournment

Susan made a motion to adjourn, seconded by Marcus. All voted aye.

The next meeting will be Tuesday, January 10, 2023.

Aruna Abhayagoonawardhana, Chair Person



November 8, 2022

Sent via E-Mail

Greg Williams, Administrator
Oklahoma County Detention Center
201 N Shartel
Oklahoma City, OK 73102

RE: Non-Compliance

Dear Administrator:

On October 12, 2022, the Oklahoma State Department of Health Detention Program conducted an unannounced follow-up inspection and investigations of your facility. Both the follow-up inspection and investigations were conducted to determine your facility's compliance with Title 310, Chapter 670 of the Oklahoma Administrative Code. Detention Program staff identified deficiencies during said follow-up inspection and investigations. Those identified deficiencies are listed on the enclosed Statement of Deficiencies (SOD).

Detention Program staff additionally identified deficiencies which were previously noted and reported to you during the April 18, 2022, inspection. Said REPEAT DEFICIENCIES have been identified as such on the enclosed SOD.

Pursuant to Title 74, Section 193(B) of the Oklahoma Statutes, you are provided with a report of the deficiencies identified in the condition and operation of the facility as well as specific proposals for their solution. Based on the deficiencies cited, please be advised that the facility was found to be not in substantial compliance with the aforementioned regulations.

If you have any questions, please contact our office at 405-426-8170.

Sincerely,

Barry Edwards | Program Manager

Oklahoma State Department of Health | Detention Program
Detention p. 405-426-8170 | f. 405-900-7575
health.ok.gov | jails.health.ok.gov

Enc. Statement of Deficiencies

Oklahoma State Department of Health

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: DET-090	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____ B. WING: _____	(X3) DATE SURVEY COMPLETED R-C 10/12/2022
NAME OF PROVIDER OR SUPPLIER OKLAHOMA COUNTY DETENTION CENTER		STREET ADDRESS, CITY, STATE, ZIP CODE 201 N SHARTEL OKLAHOMA CITY, OK 73102		
(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
{P 000}	<p>INITIAL COMMENTS:</p> <p>On October 11, 2022 and October 12, 2022, Oklahoma State Department of Health staff conducted an unannounced follow-up inspection for a previous inspection conducted on April 18, 2022. In addition, the following complaint investigations were conducted:</p> <p>D-2022-014, D-2022-015, D-2022-017, D-2022-019, D-2022-023, D-2022-025, D-2022-027 C-2022-066, C-2022-075, C-2022-074, C-2022-078, C-2022-080, C-2022-081, C-2022-082, C-2022-085, C-2022-090, C-2022-105, C-2022-110, C-2022-115, C-2022-116, C-2022-129, C-2022-132, C-2022-133, C-2022-136 SAS-2022-011, SAS-2022-012 SIJ-2022-073</p> <p>The census at the time of the inspection was 1619, and the rated capacity is 2890.</p> <p>As a result of the follow-up inspection, deficiencies were cited. Based on the violations cited below the facility is not in substantial compliance.</p> <p>The following deficient practice(s) was identified:</p>	{P 000}		
{P5109}	<p>310:670-5-1(5) Detention Facilities-New Property Inventory</p> <p>The following admission and release procedures shall be followed. A facility shall have written policies and procedures for the reception, orientation and release of inmates.</p> <p>... ..</p> <p>(5) A written itemized inventory shall be made of all personal property of a newly admitted inmate.</p>	{P5109}		

Oklahoma State Department of Health
LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

TITLE

(X6) DATE

Oklahoma State Department of Health

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{P5109}	Continued From page 1 This STANDARD is not met as evidenced by: Based on record review, the facility failed to ensure a itemized inventory of all personal property, of new admitted inmates contained the inmate's signature. Finding(s): REPEAT DEFICIENCY 1) Review of thirty two (32) inmate booking files for the "Inmate Property" form, denoting the receipt of personal property form newly admitted inmates into the facility, revealed eight (8) of the files were missing the "Inmate Property" form.	{P5109}	Pursuant to Title 74, Section 193(B)(1), the Department provides the following proposals for solution: 1) Conduct staff interviews to assess why the policy was not followed. 2) Ensure the policy reflects the current expected practice and revise as needed. 3) If the policy is revised or if the assessment determines staff knowledge of the policy is incomplete, conduct training of staff on the policy. 4) Review and adopt further corrective actions as needed based on observations and interviews.	
{P5201}	310:670-5-2(2) Detention Facilities-Count At Start of Shift The facility administrator shall develop and implement written policies and procedures for the safety, security and control of staff, inmates and visitors. Policies and procedures shall address at least the following: (2) There shall be an inmate count at the beginning of each shift change. The inmate count shall be documented. This STANDARD is not met as evidenced by: Based on record review and interview, the facility	{P5201}	Pursuant to Title 74, Section 193(B)(1),	

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{P5201}	<p>Continued From page 2</p> <p>failed to conduct an inmate count at the beginning of each shift change and accordance with the Oklahoma County Detention Center training curriculum approved by the Oklahoma State Department of Health on 01/20-20, which requires the count to be recorded in the log book.</p> <p>Finding(s): REPEAT DEFICIENCY</p> <p>1) Review of the Central Control Log, dated 10/01/22, for the two (2) required counts, revealed a second count at 6:00 p.m. had not been logged as being completed.</p> <p>2) Review of the Central Control Log, dated 10/09/22, for the two (2) required counts, revealed a second count at 6:00 p.m. had not been logged as being completed.</p> <p>3) Review of the Central Control Log, dated 10/10/22, for the two (2) required counts, revealed a second count at 6:00 p.m. had not been logged as being completed.</p> <p>4) Review of the Oklahoma County Detention Center count sheets from 09/30/22 through 10/11/22, revealed 17 of the 24 counts taken, took between two (2) to five (5) hours to complete. Of the seventeen counts, eight of the counts took more than two (2) hours to complete, four counts took more than three (3) hours to complete, three counts took more than four (4) hours to complete, and two counts took more than five (5) hours to complete.</p> <p>5) On 10/11/22, the policy governing inmate counts was requested from staff C. Staff C reported on 10/12/22, it would be included on a thumb drive. Review of the contents of the thumb drive revealed no policy governing inmate counts</p>	{P5201}	<p>the Department provides the following proposals for solution:</p> <p>1) Conduct staff interviews to assess why the policy was not followed.</p> <p>2) Ensure the policy reflects the current expected practice and revise as needed.</p> <p>3) If the policy is revised or if the assessment determines staff knowledge of the policy is incomplete, conduct training of staff on the policy.</p> <p>4) Review and adopt further corrective actions as needed based on observations and interviews.</p>	

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{P5201}	Continued From page 3 was provided.	{P5201}		
{P5202}	<p>310:670-5-2(3) Detention Facilities-Hourly Sight Checks</p> <p>The facility administrator shall develop and implement written policies and procedures for the safety, security and control of staff, inmates and visitors. Policies and procedures shall address at least the following:</p> <p>... ..</p> <p>(3) There shall be at least one (1) visual sight check every hour which shall include all areas of each cell, and such sight checks shall be documented.</p> <p>This STANDARD is not met as evidenced by: Based on record review and interview, the facility failed to conduct at least one (1) visual sight check every hour, or more frequently for those inmates whose screening indicates a significant medical or psychiatric problem, or may be a suicide risk.</p> <p>Finding(s): REPEAT DEFICIENCY</p> <p>1) A review of records for inmates on suicide watch, requiring fifteen (15) minute sight checks, dated 10/01/22 through 10/10/22, revealed sight checks were not documented every fifteen (15) minutes.</p> <p>A. A review of thirty three (33) "Male 15 Minute Observation Sheet", revealed twenty six (26) of the forms had missing sight checks, ranging from</p>	{P5202}	<p>Pursuant to Title 74, Section 193(B)(1), the Department provides the following proposals for solution:</p> <p>1) Conduct staff interviews to assess why the policy was not followed.</p> <p>2) Ensure the policy reflects the current expected practice and revise as needed.</p> <p>3) If the policy is revised or if the assessment determines staff knowledge of the policy is incomplete, conduct training of staff on the policy.</p> <p>4) Review and adopt further corrective actions as needed based on observations and interviews.</p>	

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{P5202}	<p>Continued From page 4</p> <p>thirty (30) minutes to six (6) hours. Eleven (11) of the forms did not have a start or end date.</p> <p>B. A review of thirteen (13) "Female 15 Minute Observation Sheet", revealed two (2) of the forms had missing sight checks, ranging from thirty (30) minutes to two and a half (2.5) hours. One (1) form did not have a start or end date.</p> <p>2) A review of "Male 15 Minute Observation Sheet" forms for three (3) inmates in 13 Baker housing pod, revealed all three (3) of the forms had missing sight checks, ranging from thirty (30) minutes to four (4) hours.</p> <p>3) A review of records for 13 Adam housing pod inmates requiring increased observation of thirty (30) minute sight checks, revealed twenty-five (25) sight checks were not documented between the dates of 10/08/22 thru 10/11/22.</p> <p>4) Reviewed on 10/11/22 at 1:34 p.m., the log book for 8 Adam housing pod, had five (5) missing hourly sight checks on 10/11/22.</p> <p>5) Reviewed on 10/11/22 at 1:53 p.m., the log book for 8 David housing pod, had four (4) missing hourly sight checks on 10/11/22.</p> <p>6) Thirty inmate housing log books dated 09/30/22 through 10/11/22, revealed 1198 missed sight checks ranging from one (1) hour to five (5) hours.</p> <p>7) Review of thirty inmate housing log books dated 09/30/22 through 10/11/22, revealed several log entries for reasons sight checks were missed. The reasons cited for missed sight checks included; Roving other Floors, Only Rover, At Clinic, Medicine Pass, Assisting</p>	{P5202}		

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{P5202}	<p>Continued From page 5</p> <p>Medical, Medical Emergency, Medical on Floor, Doing Sight Checks in other Pods, Conducting Count in other Pods, Looking for missing inmates from Pod RECON, Trash Run, Running Recreation in other Pods, Feeding other Pods, Officer needing Assistance, Disruptive Inmate on other Pod, Escort Maintenance, Bunk and Junk, Court, Serving Papers, Chain Pull, Covering for Translator, Classification, Multiple Releases, Assisting with another Pod RECON, Assisting With Movement, Paperwork, At Line Up, Staff Meeting, Policy Meeting, Getting Pass On, Assisting Shift Commander, Shift Commander office, Log Book Inspection, Administrative Duties, Platoon Meeting, and Missed Check.</p> <p>8) Review of the 12 Baker housing log book dated 10/05/22 through 10/12/22, requiring thirty (30) minute sight checks, revealed eighty-two (82) sight checks were not performed and documented as required.</p> <p>9) Review of the 12 Charlie housing log book, dated 10/06/22 through 10/12/22 requiring thirty (30) minute sight checks, revealed sixty-six (66) sight checks were not performed and documented as required.</p> <p>10) Review of the 13 David housing log book, dated 10/07/22 through 10/09/22 and 10/11/22 and 10/12/22, requiring thirty (30) minute sight checks, revealed sixty-two (62) sight checks were not performed and documented as required.</p> <p>11) Review of the 13 Baker housing log book, dated 10/08/22 through 10/12/22, requiring fifteen (15) minute sight checks, revealed one hundred fifty-six (156) sight checks were not performed and documented as required.</p>	{P5202}		

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{P5202}	Continued From page 6 12) Review of the Men's Holding log book, dated 10/04/22 and 10/05/22 requiring thirty (30) minute sight checks, revealed ten (10) sight checks were not performed and documented as required. 13) Review of the 2 Baker housing log book, dated 05/12/22 and 05/13/22, revealed six (6) hourly sight checks were not performed and documented as required. 14) Review of the 2 David housing log book, dated 07/31/22, revealed six (6) hourly sight checks were not performed and documented as required. 15) Review of the 2 Charlie housing log book, dated 08/24/22, revealed nine (9) hourly sight checks were not performed and documented as required. 16) Review of the 4 Charlie housing log book, dated 06/09/22, revealed five (5) hourly sight checks were not performed and documented as required. 17) Review of the 4 Charlie housing log book, dated 09/10/22 and 09/11/22, revealed seven (7) hourly sight checks were not performed and documented as required. 18) Review of the 8 Baker housing log book, dated 08/18/22, revealed eight (8) hourly sight checks were not performed and documented as required. 19) Review of the 10 Adam housing log book, dated 05/19/22, revealed seven (7) hourly sight checks were not performed and documented as required.	{P5202}		

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{P5202}	Continued From page 7 20) Review of the 12 Charlie housing log book, dated 06/10/22 through 06/25/22 requiring thirty (30) minute sight checks, revealed sixty-four (64) sight checks were not performed and documented as required. 21) Review of the 13 Baker housing log book, dated 06/22/22, requiring fifteen (15) minute sight checks, revealed twelve (12) sight checks were not performed and documented as required. 22) On 10/11/22, the policy governing sight checks was requested from staff C. Staff C reported on 10/12/22, it would be included on a thumb drive. Review of the contents of the thumb drive revealed no policy governing sight checks was provided.	{P5202}		
{P5216}	310:670-5-2(17) Detention Facilities-Post Orders The facility administrator shall develop and implement written policies and procedures for the safety, security and control of staff, inmates and visitors. Policies and procedures shall address at least the following: (17) A post order shall be prepared for each post or duty assignment to be performed, and it shall specify the procedure to be followed for completing the assignment. This STANDARD is not met as evidenced by: Based on record review, the facility failed to ensure staff reviewed and acknowledge they understand their duties as noted in their post order or duty assignment.	{P5216}	Pursuant to Title 74, Section 193(B)(1), the Department provides the following proposals for solution:	

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{P5216}	Continued From page 8 Finding(s): REPEAT DEFICIENCY 1) Review of seventy one (71) Post Orders, revealed all seventy one (71) of the Post Orders had not been reviewed annually by the Jail Administrator or designee and revised as necessary. In accordance with Oklahoma County Detention Center Post Orders, Review/Revision-The above post order will be reviewed annually by the Jail Administrator or designee and revised as necessary. 2) Review of the Post Order Acknowledgment forms, revealed not all staff had signed the post order acknowledgment form prior to assuming their current assigned post. In accordance with Oklahoma County Detention Center Post Orders, detention officers and housing monitors, upon assuming this post, shall sign attachment #1 to this post order acknowledging the contents of this post order and the duties to be performed. A. Review of the Staff Assignment Report dated 10/11/22, revealed twenty-eight (28) staff were assigned to day shift posts, with nine (9) of the staff, having signed there Post Order Acknowledgment form for their current assigned post. B. Review of the Staff Assignment Report dated 10/11/22, revealed fifteen (15) staff were assigned to night shift posts, with zero (0) of the staff, having signed there Post Order Acknowledgment form for their current assigned post.	{P5216}	1) Conduct staff interviews to assess why the policy was not followed. 2) Ensure the policy reflects the current expected practice and revise as needed. 3) If the policy is revised or if the assessment determines staff knowledge of the policy is incomplete, conduct training of staff on the policy. 4) Review and adopt further corrective actions as needed based on observations and interviews.	
{P5301}	310:670-5-3(b) Detention Facilities-Staff 24 Hr Supervision	{P5301}		

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{P5301}	<p>Continued From page 9</p> <p>Supervision of inmates: (b) Staff shall provide twenty-four (24) hour supervision of inmates.</p> <p>This STANDARD is not met as evidenced by: Based on observation and record review, the facility failed to provide available staff within the inmate housing pods, where inmates are confined in their cells, nor provide a working intercommunication system in every cell, allowing for an emergency response from staff.</p> <p>Finding(s): REPEAT DEFICIENCY</p> <p>1) On 10/11/22, with staff A, B and C present, testing to report an emergency was performed on the intercoms, located in the court holding cells #1 and #2, by pushing the button, which produced negative results.</p> <p>2) On 10/11/22, testing to report an emergency was performed on the phone, located in housing pod 4 Charlie cell #18, by dialing zero (0), which produced negative results. This cell was occupied by inmates at the time of the test.</p> <p>3) The Staff Assignment and Inspection Report dated 10/01/22, for the night shift 6:00 p.m. to 6:00 a.m., revealed eight (8) detention staff being assigned. One staff was assigned as one on one in medical pod and the other seven (7) staff were assigned as a rover, to cover each of the seven (7) floors, consisting of twenty-seven (27)</p>	{P5301}	<p>Pursuant to Title 74, Section 193(B)(1), the Department provides the following proposals for solution:</p> <p>1) Conduct staff interviews to assess why the policy was not followed. 2) Ensure the policy reflects the current expected practice and revise as needed. 3) If the policy is revised or if the assessment determines staff knowledge of the policy is incomplete, conduct training of staff on the policy. 4) Review and adopt further corrective actions as needed based on observations and interviews. 5) Conduct periodic monitoring of the correction for compliance, conduct further training and/or review, revise the policy and adopt further corrective actions as needed.</p>	

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{P5301}	Continued From page 10 housing pods, with a total of 1580 inmates to supervise. Seven (7) of the twenty-seven (27) housing pods require increased observation with either direct or indirect supervision with 15 and 30 minute sight checks, for inmates placed on suicide watch, suicide prevention, mental health, critically ill, and restrictive housing assignments. (Rover is a detention officer who is assigned to cover multiple housing pods and other tasks such as feeding, counts, medication pass, sight checks, and responding to emergencies). 4) The Staff Assignment and Inspection Report dated 10/07/22, for the night shift 6:00 p.m. to 6:00 a.m., revealed seven (7) detention staff being assigned as a rover, to cover each of the the seven (7) floors, consisting of twenty-seven (27) housing pods, with a total of 1586 inmates to supervise. Seven (7) of the twenty-seven (27) housing pods require increased observation with either direct or indirect supervision with 15 and 30 minute sight checks, for inmates placed on suicide watch, suicide prevention, mental health, critically ill, and restrictive housing assignments. (Rover is a detention officer who is assigned to cover multiple housing pods and other tasks such as feeding, counts, medication pass, sight checks, and responding to emergencies).	{P5301}		
{P5302}	310:670-5-3(c) Detention Facilities-Staff Respond PHYS/CCTV (c) Detention Officer posts shall be located and staffed to monitor all inmate activity either physically or electronically and close enough to the living areas to respond immediately to calls for assistance, and respond to emergency situations. A Detention Officer shall be on duty at all times at each location where inmates are	{P5302}		

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{P5302}	<p>Continued From page 11</p> <p>confined or the observation shall be conducted by closed circuit TV. The location shall be equipped with an intercommunication system that terminates in a location that is staffed twenty-four (24) hours a day and is capable of providing an emergency response.</p> <p>This STANDARD is not met as evidenced by: Based on observation and record review, the facility failed to provide a working intercommunication system, monitor all inmate activity either physically or electronically and provide staff close enough to the living areas to respond immediately to calls for assistance, and respond to emergency situations.</p> <p>Finding(s): REPEAT DEFICIENCY</p> <p>1) On 10/11/22, with staff A, B and C present, testing to report an emergency was performed on the intercoms, located in the court holding cells #1 and #2, by pushing the button, which produced negative results.</p> <p>2) On 10/11/22, testing to report an emergency was performed on the phone, located in housing pod 4 Charlie cell #18, by dialing zero (0), which produced negative results. This cell was occupied by inmates at the time of the test.</p> <p>3) The Staff Assignment and Inspection Report dated 10/01/22, for the night shift 6:00 p.m. to 6:00 a.m., revealed eight (8) detention staff being assigned. One staff was assigned as one on one in medical pod and the other seven (7) staff were</p>	{P5302}	<p>Pursuant to Title 74, Section 193(B)(1), the Department provides the following proposals for solution:</p> <p>1) Conduct staff interviews to assess why the policy was not followed.</p> <p>2) Ensure the policy reflects the current expected practice and revise as needed.</p> <p>3) If the policy is revised or if the assessment determines staff knowledge of the policy is incomplete, conduct training of staff on the policy.</p> <p>4) Review and adopt further corrective actions as needed based on observations and interviews.</p> <p>5) Conduct periodic monitoring of the correction for compliance, conduct further training and/or review, revise the policy and adopt further corrective actions as needed.</p>	

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{P5302}	<p>Continued From page 12</p> <p>assigned as a rover, to cover each of the the seven (7) floors, consisting of twenty-seven (27) housing pods, with a total of 1580 inmates to supervise. Seven (7) of the twenty-seven (27) housing pods require increased observation with either direct or indirect supervision with 15 and 30 minute sight checks, for inmates placed on suicide watch, suicide prevention, mental health, critically ill, and restrictive housing assignments. (Rover is a detention officer who is assigned to cover multiple housing pods and other tasks such as feeding, counts, medication pass, sight checks, and responding to emergencies).</p> <p>4) The Staff Assignment and Inspection Report dated 10/07/22, for the night shift 6:00 p.m. to 6:00 a.m., revealed seven (7) detention staff being assigned as a rover, to cover each of the the seven (7) floors, consisting of twenty-seven (27) housing pods, with a total of 1586 inmates to supervise. Seven (7) of the twenty-seven (27) housing pods require increased observation with either direct or indirect supervision with 15 and 30 minute sight checks, for inmates placed on suicide watch, suicide prevention, mental health, critically ill, and restrictive housing assignments. (Rover is a detention officer who is assigned to cover multiple housing pods and other tasks such as feeding, counts, medication pass, sight checks, and responding to emergencies). *) Review of the Camera Operations Log for 10/10/22, revealed not all of the housing pods are being viewed during camera sweeps conducted during each of the eight (8) hour shifts. Camera sweeps lasted from three (3) minutes to fifteen (15) minutes for all of the twenty-eight (28) housing pods.</p> <p>5) The Camera Operations Log for 10/10/22, revealed a camera sweep was performed for</p>	{P5302}		

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{P5302}	Continued From page 13 twenty-two (22) housing pod common areas and was completed in ten (10) minutes, beginning at 2:06 p.m. and completed at 2:16 p.m. 6) The Camera Operations Log for 10/10/22, revealed a camera sweep was performed for eighteen (18) housing pod common areas and was completed in eight (8) minutes, beginning at 5:20 p.m. and completed at 5:28 p.m.	{P5302}		
{P5303}	310:670-5-3(d) Detention Facilities-Ample Staffing Perform (d) There shall be sufficient staff to perform all assigned functions relating to security, custody and supervision of inmates. Staff assignments shall provide for backup assistance for all employees entering locations where inmates are confined. This STANDARD is not met as evidenced by: Based on observation, record review, and interview, the facility failed to ensure sufficient staffing to perform all assigned functions relating to security, custody and supervision of inmates. Finding(s): REPEAT DEFICIENCY 1) Review of the Central Control Log, dated 10/01/22, for the two (2) required counts, revealed a second count at 6:00 p.m. had not been logged as being completed.	{P5303}	Pursuant to Title 74, Section 193(B)(1), the Department provides the following proposals for solution: 1) Conduct staff interviews to assess why the policy was not followed. 2) Ensure the policy reflects the current expected practice and revise as needed. 3) If the policy is revised or if the assessment determines staff knowledge of the policy is incomplete, conduct	

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{P5303}	Continued From page 14 2) Review of the Central Control Log, dated 10/09/22, for the two (2) required counts, revealed a second count at 6:00 p.m. had not been logged as being completed. 3) Review of the Central Control Log, dated 10/10/22, for the two (2) required counts, revealed a second count at 6:00 p.m. had not been logged as being completed. 4) Review of the Oklahoma County Detention Center count sheets from 09/30/22 through 10/11/22, revealed 17 of the 24 counts taken, lasted more than two (2) to five (5) hours to complete. Of the seventeen counts, eight of the counts took more than two (2) hours, four counts took more than three (3) hours, three counts took more than four (4) hours, and two counts took more than five (5) hours to complete. 5) A review of records for inmates on suicide watch, requiring fifteen (15) minute sight checks, dated 10/01/22 through 10/10/22, revealed sight checks were not documented every fifteen (15) minutes. A. A review of thirty three (33) "Male 15 Minute Observation Sheet", revealed twenty six (26) of the forms had missing sight checks, ranging from thirty (30) minutes to six (6) hours. Eleven (11) of the forms did not have a start or end date. B. A review of thirteen (13) "Female 15 Minute Observation Sheet", revealed two (2) of the forms had missing sight checks, ranging from thirty (30) minutes to two an a half (2.5) hours. One (1) form did not have a start or end date. 6) A review of "Male 15 Minute Observation	{P5303}	training of staff on the policy. 4) Review and adopt further corrective actions as needed based on observations and interviews.	

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{P5303}	<p>Continued From page 15</p> <p>Sheet" forms for three (3) inmates in 13 Baker housing pod, revealed all three (3) of the forms had missing sight checks, ranging from thirty (30) minutes to four (4) hours.</p> <p>7) A review of records for 13 Adam housing pod inmates requiring increased observation of thirty (30) minute sight checks, revealed twenty-five (25) sight checks were not documented between the dates of 10/08/22 thru 10/11/22.</p> <p>8) Reviewed on 10/11/22 at 1:34 p.m., the log book for 8 Adam housing pod, had five (5) missing hourly sight checks on 10/11/22.</p> <p>9) Reviewed on 10/11/22 at 1:53 p.m., the log book for 8 David housing pod, had four (4) missing hourly sight checks on 10/11/22.</p> <p>10) Thirty inmate housing log books dated 09/30/22 through 10/11/22, revealed 1198 missed sight checks ranging from one (1) hour to five (5) hours.</p> <p>11) Review of thirty inmate housing log books dated 09/30/22 through 10/11/22, revealed several log entries for reasons sight checks were missed. The reasons cited for missed sight checks included; Roving other Floors, Only Rover, At Clinic, Medicine Pass, Assisting Medical, Medical Emergency, Medical on Floor, Doing Sight Checks in other Pods, Conducting Count in other Pods, Looking for missing inmates from Pod RECON, Trash Run, Running Recreation in other Pods, Feeding other Pods, Officer needing Assistance, Disruptive Inmate on other Pod, Escort Maintenance, Bunk and Junk, Court, Serving Papers, Chain Pull, Covering for Translator, Classification, Multiple Releases, Assisting with another Pod RECON, Assisting</p>	{P5303}		

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{P5303}	<p>Continued From page 16</p> <p>With Movement, Paperwork, At Line Up, Staff Meeting, Policy Meeting, Getting Pass On, Assisting Shift Commander, Shift Commander office, Log Book Inspection, Administrative Duties, Platoon Meeting, and Missed Check.</p> <p>12) Review of the 12 Baker housing log book dated 10/05/22 through 10/12/22, requiring thirty (30) minute sight checks, revealed eighty-two (82) sight checks were not performed and documented as required.</p> <p>13) Review of the 12 Charlie housing log book, dated 10/06/22 through 10/12/22 requiring thirty (30) minute sight checks, revealed sixty-six (66) sight checks were not performed and documented as required.</p> <p>14) Review of the 13 David housing log book, dated 10/07/22 through 10/09/22 and 10/11/22 and 10/12/22, requiring thirty (30) minute sight checks, revealed sixty-two (62) sight checks were not performed and documented as required.</p> <p>15) Review of the 13 Baker housing log book, dated 10/08/22 through 10/12/22, requiring fifteen (15) minute sight checks, revealed one hundred fifty-six (156) sight checks were not performed and documented as required.</p> <p>16) Review of the Men's Holding log book, dated 10/04/22 and 10/05/22 requiring thirty (30) minute sight checks, revealed ten (10) sight checks were not performed and documented as required.</p> <p>17) Review of the 2 Baker housing log book, dated 05/12/22 and 05/13/22, revealed six (6) hourly sight checks were not performed and documented as required.</p>	{P5303}		

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{P5303}	Continued From page 17 18) Review of the 2 David housing log book, dated 07/31/22, revealed six (6) hourly sight checks were not performed and documented as required. 19) Review of the 2 Charlie housing log book, dated 08/24/22, revealed nine (9) hourly sight checks were not performed and documented as required. 20) Review of the 4 Charlie housing log book, dated 06/09/22, revealed five (5) hourly sight checks were not performed and documented as required. 21) Review of the 4 Charlie housing log book, dated 09/10/22 and 09/11/22, revealed seven (7) hourly sight checks were not performed and documented as required. 22) Review of the 8 Baker housing log book, dated 08/18/22, revealed eight (8) hourly sight checks were not performed and documented as required. 23) Review of the 10 Adam housing log book, dated 05/19/22, revealed seven (7) hourly sight checks were not performed and documented as required. 24) Review of the 12 Charlie housing log book, dated 06/10/22 through 06/25/222 requiring thirty (30) minute sight checks, revealed sixty-four (64) sight checks were not performed and documented as required. 25) Review of the 13 Baker housing log book, dated 06/22/22, requiring fifteen (15) minute sight checks, revealed twelve (12) sight checks were not performed and documented as required.	{P5303}		

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{P5303}	Continued From page 18 26) The Staff Assignment and Inspection Report dated 10/01/22, for the night shift 6:00 p.m. to 6:00 a.m., revealed eight (8) detention staff being assigned. One staff was assigned as one on one in medical pod and the other seven (7) staff were assigned as a rover, to cover each of the the seven (7) floors, consisting of twenty-seven (27) housing pods, with a total of 1580 inmates to supervise. Seven (7) of the twenty-seven (27) housing pods require increased observation with either direct or indirect supervision with 15 and 30 minute sight checks, for inmates placed on suicide watch, suicide prevention, mental health, critically ill, and restrictive housing assignments. (Rover is a detention officer who is assigned to cover multiple housing pods and other tasks such as feeding, counts, medication pass, sight checks, and responding to emergencies). 27) The Staff Assignment and Inspection Report dated 10/07/22, for the night shift 6:00 p.m. to 6:00 a.m., revealed seven (7) detention staff being assigned as a rover, to cover each of the the seven (7) floors, consisting of twenty-seven (27) housing pods, with a total of 1586 inmates to supervise. Seven (7) of the twenty-seven (27) housing pods require increased observation with either direct or indirect supervision with 15 and 30 minute sight checks, for inmates placed on suicide watch, suicide prevention, mental health, critically ill, and restrictive housing assignments. (Rover is a detention officer who is assigned to cover multiple housing pods and other tasks such as feeding, counts, medication pass, sight checks, and responding to emergencies). 28) Review of Oklahoma County Detention Center (OCDC) Reports dated 07/19/22, revealed a sexual incident occurred between a male	{P5303}		

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{P5303}	<p>Continued From page 19</p> <p>inmate #239 and female inmate #238, located in the old medical area in booking.</p> <p>29) Review of OCDC Reports, revealed a sexual incident occurred on 10/05/22, between a female inmate #240 and three (3) male inmates #241, #242, and #243, located near the booking area. A press release from OCDC, dated 10/07/22 confirmed this incident.</p> <p>30) On 10/11/22, at 11:10 a.m., several inmates located in housing pods 2 Charlie cells #12, #41, #33, #46 and #47, 4 Baker cells #4, #30, #36 and #38, 4 Charlie cells #6, #12, #18 and #19, 4 David cells #37, #44, #46 and #50, 6 Baker cells #30, #49 and #50, 8 Adam cells #19, #22 and #24, 8 David cells #28, #33, #42 and #49, reported they have only received the opportunity to bathe one (1) time a week and rarely two (2) times a week.</p> <p>A. Review of the 2 Charlie logbook for the week of 10/03/22 through 10/07/22, revealed inmates were offered two opportunities to bathe on 10/03/22 and 10/06/22, for a period of three (3) hours for the eighty (80) inmates assigned to the housing pod. Oklahoma County Detention Center (OCDC) Inmate Housing, Cell, and Living Area Hygiene Standards, Policy No. 4125.06, dated 07/20/2022, states in the housing area, opportunities for showers shall be available to each inmate at a minimum of three (3) times each week when inmate are released for dayroom privileges/recreation.</p> <p>B. Review of the 4 Baker logbook for the week of 10/03/22 through 10/07/22, revealed inmates were offered two opportunities to bathe on 10/03/22 and 10/07/22, for a period of three (3) hours each day, for the eighty-three (83) inmates</p>	{P5303}		

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{P5303}	<p>Continued From page 20</p> <p>assigned to the housing pod. Oklahoma County Detention Center (OCDK) Inmate Housing, Cell, and Living Area Hygiene Standards, Policy No. 4125.06, dated 07/20/2022, in the housing area, opportunities for showers shall be available to each inmate at a minimum of three (3) times each week when inmate are released for dayroom privileges/recreation.</p> <p>C. Review of the 4 Charlie logbook for the week of 10/03/22 through 10/07/22, revealed a limited number of inmates were offered an opportunity to bathe, on 10/03/22, cells #5, #6, #7 and #9, 10/04/22, cells #3, #4, #5, #6 and #9, and 10/06/22 cells #3, #4, #5, #6, #7 #8 and #9. The remaining forty-three (43) cells were let out one time during this week on 10/07/22, when the entire pod was offered an opportunity to bathe. Oklahoma County Detention Center (OCDK) Inmate Housing, Cell, and Living Area Hygiene Standards, Policy No. 4125.06, dated 07/20/2022, in the housing area, opportunities for showers shall be available to each inmate at a minimum of three (3) times each week when inmate are released for dayroom privileges/recreation.</p> <p>D. Review of the 6 Baker logbook for the week of 10/03/22 through 10/07/22, revealed inmates were offered two opportunities to bathe on 10/04/22 and 10/07/22, for a period of less than two (2) hours each day, for the sixty (60) inmates assigned to the housing pod. Oklahoma County Detention Center (OCDK) Inmate Housing, Cell, and Living Area Hygiene Standards, Policy No. 4125.06, dated 07/20/2022, in the housing area, opportunities for showers shall be available to each inmate at a minimum of three (3) times each week when inmate are released for dayroom privileges/recreation.</p>	{P5303}		

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{P5303}	<p>Continued From page 21</p> <p>E. Review of the 8 David logbook for the week of 10/03/22 through 10/07/22, revealed inmates were offered two opportunities to bathe on 10/04/22 and 10/05/22, for a period of less than two (2) hours each day, for the sixty-four (64) inmates assigned to the housing pod. Oklahoma County Detention Center (OCDK) Inmate Housing, Cell, and Living Area Hygiene Standards, Policy No. 4125.06, dated 07/20/2022, in the housing area, opportunities for showers shall be available to each inmate at a minimum of three (3) times each week when inmate are released for dayroom privileges/recreation.</p> <p>31) On 10/12/22, at 10:10 a.m., several inmates located in housing pods 10 Baker cells #10, #13 and #20, 12 Baker cells #17, #19 and #25, 12 Charlie cells #4, #5, #7 and #22, 13 Baker cell #25, reported they have only received the opportunity to bathe one (1) time a week and rarely two (2) times a week.</p> <p>A. Review of the 10 Baker logbook for the week of 10/03/22 through 10/07/22, revealed inmates were offered two opportunities to bathe on 10/03/22 and 10/04/22, for a period of one (1) hour the first day and one and a half (1.5) hours the second day, for the ninety-four (94) inmates assigned to the housing pod. Oklahoma County Detention Center (OCDK) Inmate Housing, Cell, and Living Area Hygiene Standards, Policy No. 4125.06, dated 07/20/2022, in the housing area, opportunities for showers shall be available to each inmate at a minimum of three (3) times each week when inmate are released for dayroom privileges/recreation.</p> <p>B. Review of the 12 Baker logbook for the week of 10/03/22 through 10/07/22, revealed inmates were offered two opportunities to bathe on</p>	{P5303}		

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{P5303}	<p>Continued From page 22</p> <p>10/04/22 and 10/07/22 for a period ranging from twenty (20) minutes to thirty (30) minutes each day, for the twenty-six (26) inmates assigned to the housing pod. Oklahoma County Detention Center (OCDK) Inmate Housing, Cell, and Living Area Hygiene Standards, Policy No. 4125.06, dated 07/20/22, in the housing area, opportunities for showers shall be available to each inmate at a minimum of three (3) times each week when inmate are released for dayroom privileges/recreation.</p> <p>C. Review of the 12 Charlie logbook for the week of 10/03/22 through 10/07/22, revealed inmates were offered two opportunities to bathe on 10/03/22 and 10/07/22 for a period ranging from twenty (20) minutes to thirty (30) minutes each day, for the twenty-three (23) inmates assigned to the housing pod. Oklahoma County Detention Center (OCDK) Inmate Housing, Cell, and Living Area Hygiene Standards, Policy No. 4125.06, dated 07/20/22, in the housing area, opportunities for showers shall be available to each inmate at a minimum of three (3) times each week when inmate are released for dayroom privileges/recreation.</p> <p>D. Review of the 13 Baker logbook for the week of 10/03/22 through 10/07/22, revealed one group of inmates were offered two opportunities to bathe on 10/03/22 and 10/06/22, and another group of inmates were offered two opportunities to bathe on 10/04/22 and 10/07/22, for a period ranging from twenty (20) minutes to thirty (30) minutes each day, for the eighteen (18) inmates assigned to the housing pod. Oklahoma County Detention Center (OCDK) Inmate Housing, Cell, and Living Area Hygiene Standards, Policy No. 4125.06, dated 07/20/22, in the housing area, opportunities for showers shall be available to</p>	{P5303}		

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{P5303}	<p>Continued From page 23</p> <p>each inmate at a minimum of three (3) times each week when inmate are released for dayroom privileges/recreation.</p> <p>32) Review of the Women's Holding logbook, for the week of 09/29/22 through 10/08/22, revealed the two (2) inmates assigned to the housing pod, were not offered an opportunity to bathe during the ten (10) day period. Oklahoma County Detention Center (OCDK) Inmate Housing, Cell, and Living Area Hygiene Standards, Policy No. 4125.06, dated 07/20/22, in the housing area, opportunities for showers shall be available to each inmate at a minimum of three (3) times each week when inmate are released for dayroom privileges/recreation.</p> <p>33) On 10/11/22 and 10/12/22, while accompanied by staff A, B, C, E, and G, observed the vents, floors, walls, washbasins, toilets, and showers in housing pods located in 2 Charlie, 2 David, 4 Baker, 4 Charlie, 4 David, 6 Baker, 8 Adam, 8 Charlie, 8 David, 10 Baker, 10 Charlie, 10 David, 12 Baker, 12 Charlie, 13 Adam, 13 Baker, 13 Charlie, and 13 David, to be dirty, littered with debris, and have a build-up of lint, dirt and black residue. Many of the cell walls and doors contained graffiti and had other items (pictures, drawings, torn linen, toilet paper, toothpaste, etc.) attached. Staff C reported that assigned staff are responsible for ensuring sanitation is maintained in the housing area.</p> <p>34) Observed on 10/11/22, at 10:38 a.m., while accompanied by staff C, the booking male holding cells #1 and #2, with a buildup of dirt, debris and uneaten food on the floor. Staff C reported the orderlies would clean the cells.</p> <p>35) On 10/11/22, at 11:27 a.m., while</p>	{P5303}		

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{P5303}	<p>Continued From page 24</p> <p>accompanied by staff C, observed cell vents, floors, walls, washbasins, and toilets to have a build-up of dirt, debris and black residue located in housing pods 2 Charlie cells #12, #44, #46, and #47, 2 David cells #18, 4 Charlie cells #6, #12, #18 and #19, 4 David cells #44, #46 and #50, 6 Baker cells #30, #49 and #50, 8 Adam cells #22 and #24, 8 David cells #28, #33, #42, and #49.</p> <p>36) On 10/12/22, while accompanied by staff C, at 10:10 a.m., observed cell vents, floors, walls, washbasins, toilets and showers to have a build-up of dirt, debris and black residue located in housing pods 10 Baker cells #10, #13, #15, #20, #23, and #25; 10 Charlie cells #7, #14 and #20; 12 Baker cells #17, #19, #21, #23 and #25; 12 Charlie cells #17, #19, #21, #33 and #25; 13 Adam cells #8, #12 and #14; 13 Charlie cell #9, 13 David cells #1, #22 and #25.</p> <p>37) On 10/12/22, at 12:32 p.m., accompanied by staff C, observed an occupied cell in housing pod 10 Baker cell #22, with a five inch diameter hole, located in the wall adjacent to the plumbing chase. Staff C acknowledged the hole in the wall.</p> <p>38) On 10/11/22, at 12:53 p.m., accompanied by staff E, observed in housing pod 4 Charlie cell #1, a used food package, being utilized as a makeshift cooking utensil for heating food over an open flame. The utensil had signs of recent exposure to an open flame with black soot covering the outside.</p> <p>39) On 10/11/22, at 1:13 p.m., accompanied by staff E, observed the light fixtures located in housing pod 6 Baker, cells #14, #21, and #25, having been damaged to allow access to the electrical components for the means of starting a</p>	{P5303}		

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{P5303}	Continued From page 25 fire. The light fixtures show signs of burn marks and black soot. 40) On 10/11/22, at 1:35 p.m., accompanied by staff E, observed the light fixtures located in housing pod 8 Charlie cells #17 and #22, with exposed wires, and light fixtures in cells #21, #25, and #27, damaged from inmates gaining access to the electrical components for the means of starting a fire. The light fixtures show signs of burn marks and black soot. 41) On 10/11/22 at 1:46 p.m., accompanied by staff C, observed light fixtures located in housing pods 8 Adam cell #19, and 8 David cells #28, #42, #49, and #50 damaged from inmates gaining access to the electrical components for the means of starting a fire. 42) On 10/11/22, at 1:53 p.m., accompanied by staff E, observed in housing pod 8 Charlie cell #27, a used food package, being utilized as a makeshift cooking utensil for heating food over an open flame. The utensil had signs of recent exposure to an open flame with black soot covering the outside. 43) On 10/12/22 at 12:32 p.m., accompanied by staff G, observed light fixture located in housing pod 12 Charlie cell #22, had been damaged from inmates gaining access to the electrical components for the means of starting a fire. 44) On 10/11/22, at 12:53 p.m., accompanied by staff E, observed in housing pod 4 Charlie cell #1, a used food package, being utilized as a makeshift cooking utensil for heating food over an open flame. The utensil had signs of recent exposure to an open flame with black soot covering the outside.	{P5303}		

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{P5303}	Continued From page 26 45) On 10/11/22, at 1:13 p.m., accompanied by staff E, observed the light fixtures located in housing pod 6 Baker, cells #14, #21, and #25, having been damaged to allow access to the electrical components for the means of starting a fire. The light fixtures show signs of burn marks and black soot. 46) On 10/11/22, at 1:35 p.m., accompanied by staff E, observed the light fixtures located in housing pod 8 Charlie cells #17 and #22, with exposed wires, and light fixtures in cells #21, #25, and #27, damaged from inmates gaining access to the electrical components for the means of starting a fire. The light fixtures show signs of burn marks and black soot. 47) On 10/11/22 at 1:46 p.m., accompanied by staff C, observed light fixtures located in housing pods 8 Adam cell #19, and 8 David cells #28, #42, #49, and #50 damaged from inmates gaining access to the electrical components for the means of starting a fire. 48) Review of the Turnkey Incident/Unusual Occurrence Reports revealed medical procedures and medication pass could not be completed due to a lack of detention staff. A. Record dated 05/04/22, revealed inmates assigned to housing pod 10 David did not receive prescribed medication. B. Record dated 05/07/22, revealed inmates assigned to housing pod 6 David did not receive prescribed medication. C. Record dated 05/29/22, revealed inmates assigned to the 13 th Floor did not receive medically ordered finger sticks. D. Record dated 06/17/22, revealed inmates	{P5303}		

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{P5303}	Continued From page 27 assigned to housing pod 8th Floor did not receive prescribed medication. E. Record dated 07/18/22, revealed inmates assigned to housing pods 2 Adam, 2 Baker, 2 Charlie and 2 Echo did not receive prescribed medication. F. Record dated 10/06/22, revealed inmates assigned to housing pods 4 Adam, 4 Baker and 4 Charlie did not receive prescribed medication. G. Record dated 10/10/22, revealed inmates in the facility, requiring Detox medications did not receive them.	{P5303}		
{P5501}	310:670-5-5(1) Detention Facilities-Opposite Sex Housing REQ The facility administrator shall develop and implement written policies and procedures for the classification and segregation of inmates. The classification plan shall ensure the safety of inmates and staff. The following criteria shall ensure an adequate classification and reclassification system. (1) Inmates of opposite sex shall be housed in separated living areas. Separation shall be by substantial architectural arrangements which permit no sustained sight contact. Housing of inmates with mixed gender identification will be administered in a manner to maximize inmate safety. This STANDARD is not met as evidenced by: Based on observation, record review and interview, the facility failed to provide substantial	{P5501}	Pursuant to Title 74, Section 193(B)(1), the Department provides the following	

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{P5501}	Continued From page 28 architectural separation of male and female inmates which permit no sustained sight contact. Finding(s): REPEAT DEFICIENCY 1) Review of Oklahoma County Detention Center (OCDK) Reports dated 07/19/22, revealed a sexual incident occurred between a male inmate #239 and female inmate #238, located in the old medical area in booking. 2) Review of OCDK Reports, revealed a sexual incident occurred on 10/05/22, between a female inmate #240 and three (3) male inmates #241, #242, and #243, located near the booking area. A press release from OCDK, dated 10/07/22 confirmed this incident. 3) On 10/11/22, at 10:44 a.m., with staff B and C present, observed inmate #1, a male inmate, being housed in the Women's Holding cell #3 with a female inmate #2, who is housed in an adjacent cell. Staff B reported inmate #1 was transgender.	{P5501}	proposals for solution: 1) Conduct staff interviews to assess why the policy was not followed. 2) Ensure the policy reflects the current expected practice and revise as needed. 3) If the policy is revised or if the assessment determines staff knowledge of the policy is incomplete, conduct training of staff on the policy. 4) Review and adopt further corrective actions as needed based on observations and interviews. 5) Develop a separation of substantial architectural design in accordance with standards. 6) Put in place a barrier separating inmates of opposite sex from sustained sight contact.	
{P5601}	310:670-5-6(1) Detention Facilities-Kept Clean Condition The administrator shall develop and implement policies and procedures for the safety and maintenance of sanitation throughout the facility. These shall include at least the following: (1) The facility shall be kept in a clean condition consistent with the requirements in Title 57 O.S. § 4.	{P5601}		

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{P5601}	<p>Continued From page 29</p> <p>This STANDARD is not met as evidenced by: Based on observation and interview, the facility failed to maintain an acceptable level of sanitation. Observed visible signs of uncleanliness, build-up of dirt, debris, black residue, and trash on floors in the inmate living areas.</p> <p>Finding(s): REPEAT DEFICIENCY</p> <p>1) On 10/11/22 and 10/12/22, while accompanied by staff A, B, C, E, and G, observed the vents, floors, walls, washbasins, toilets, and showers in housing pods located in 2 Charlie, 2 David, 4 Baker, 4 Charlie, 4 David, 6 Baker, 8 Adam, 8 Charlie, 8 David, 10 Baker, 10 Charlie, 10 David, 12 Baker, 12 Charlie, 13 Adam, 13 Baker, 13 Charlie, and 13 David, to be dirty, littered with debris, and have a build-up of lint, dirt and black residue. Many of the cell walls and doors contained graffiti and had other items (pictures, drawings, torn linen, toilet paper, toothpaste, etc.) attached. Staff C reported that assigned staff are responsible for ensuring sanitation is maintained in the housing area.</p> <p>2) On 10/11/22, at 10:38 a.m., while accompanied by staff C, the booking male holding cells #1 and #2, had a buildup of dirt and trash on the floor. Upon seeing the condition of the cells, staff C reported he would have the orderlies clean the cells.</p> <p>3) On 10/11/22, at 11:27 a.m., while accompanied by staff C, observed cell vents, floors, walls, washbasins, and toilets to have a build-up of dirt, debris and black residue located in housing pods</p>	{P5601}	<p>Pursuant to Title 74, Section 193(B)(1), the Department provides the following proposals for solution:</p> <p>1) Conduct staff interviews to assess why the policy was not followed.</p> <p>2) Ensure the policy reflects the current expected practice and revise as needed.</p> <p>3) If the policy is revised or if the assessment determines staff knowledge of the policy is incomplete, conduct training of jail staff on the policy.</p> <p>4) Review and adopt further corrective actions as needed based on observations and interviews.</p> <p>5) Review the policy on cleaning supplies distribution.</p>	

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{P5601}	<p>Continued From page 30</p> <p>2 Charlie cells #12, #44, #46, and #47, 2 David cells #18, 4 Charlie cells #6, #12, #18 and #19, 4 David cells #44, #46 and #50, 6 Baker cells #30, #49 and #50, 8 Adam cells #22 and #24, 8 David cells #28, #33, #42, and #49.</p> <p>A. At 11:29 a.m., while accompanied by staff C, observed the mop sink located on the first floor of housing pod 2 David, that does not drain, filled with stagnant dirty water, trash, dirt, debris, and black residue around the sink. Staff C reported the orderlies use it to dump dirty mop bucket water.</p> <p>B. At 12:21 p.m., while accompanied by staff C, observed the mop sink located on the second floor of housing pod 4 Charlie, that does not drain, filled with stagnant dirty water, trash, dirt, debris, and black residue around the sink.</p> <p>C. At 1:36 p.m., while accompanied by staff C, observed the mop sink, located on the second floor of housing pod 8 Adam, to contain a buildup of trash, debris over the drain, and had black residue on the surfaces of the sink.</p> <p>D. At 1:56 p.m., while accompanied by staff C, observed the mop sink located on the second floor of housing pod 8 David, to contain a mesh laundry bag, buildup of trash, debris in the basin, with black residue on the surfaces of the sink.</p> <p>4) On 10/12/22, while accompanied by staff C, at 10:10 a.m., observed cell vents, floors, walls, washbasins, toilets and showers to have a build-up of dirt, debris and black residue located in housing pods 10 Baker cells #10, #13, #15, #20, #23, and #25; 10 Charlie cells #7, #14 and #20; 12 Baker cells #17, #19, #21, #23 and #25; 12 Charlie cells #17, #19, #21, #33 and #25; 13</p>	{P5601}		

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{P5601}	Continued From page 31 Adam cells #8, #12 and #14; 13 Charlie cell #9, 13 David cells #1, #22 and #25. A. On 10/12/22 at 1:10 p.m., while accompanied by staff C, observed in housing pod 10 David to have approximately, 15 cell windows covered and did not allow viewing into the cell during the inspection. B. At 11:20 a.m., while accompanied by staff C, observed the drain in the mop sink located on the second floor of housing pod 13 David, to contained trash, debris and had black residue on the surfaces of the sink. C. At 10:50 a.m., while accompanied by staff K, in housing pod 13 Baker, observed fifteen (15) styrofoam food containers (five (5) days worth of meals), trash, and food debris, strewn about the floor in cell #14. Staff K reported the inmate to have mental health issues, and would not return the used containers when requested by staff. 5) Inmates in all of the housing pods, reported cleaning supplies are not accessible, because they are locked in their cells, or the cleaning supplies are hoarded by inmates who are out of their cells when the supplies are delivered to the housing pod. Several inmates reported having to use laundry soap and shampoo, purchased from the commissary, to clean their cells.	{P5601}		
{P5603}	310:670-5-6(3) Detention Facilities-Floors Clean/Dry/Clear The administrator shall develop and implement policies and procedures for the safety and maintenance of sanitation throughout the facility. These shall include at least the following:	{P5603}		

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{P5603}	<p>Continued From page 32</p> <p>... ..</p> <p>(3) Floors shall be kept clean, dry and free of hazardous substances.</p> <p>This STANDARD is not met as evidenced by: Based on observation and interview, the facility failed to implement policy to ensure the safety and maintenance of sanitation standards were maintained.</p> <p>Finding(s): REPEAT DEFICIENCY</p> <p>1) On 10/11/22 and 10/12/22, while accompanied by staff A, B, C, E, and G, observed the floors, and showers in housing pods located in 2 Charlie, 2 David, 4 Baker, 4 Charlie, 4 David, 6 Baker, 8 Adam, 8 Charlie, 8 David, 10 Baker, 10 Charlie, 10 David, 12 Baker, 12 Charlie, 13 Adam, 13 Baker, 13 Charlie, and 13 David, to be dirty, littered with debris, and have a build-up of lint, dirt and black residue. Staff C reported that assigned staff are responsible for ensuring sanitation is maintained in the housing area.</p> <p>2) Observed on 10/11/22, at 10:38 a.m., while accompanied by staff C, the booking male holding cells #1 and #2, with a buildup of dirt, debris and uneaten food on the floor. Staff C reported the orderlies would clean the cells.</p> <p>3) On 10/11/22, at 11:27 a.m., while accompanied by staff C, observed the floors to have a build-up of dirt, and debris, located in housing pods 2 Charlie cells #12, #44, #46, and #47, 2 David cells #18, 4 Charlie cells #6, #12, #18 and #19, 4 David cells #44, #46 and #50, 6 Baker cells #30,</p>	{P5603}	<p>Pursuant to Title 74, Section 193(B)(1), the Department provides the following proposals for solution:</p> <ol style="list-style-type: none"> 1) Review the policy and procedures for reporting and responding to maintenance and repair needs. 2) Review the process for authorizing repairs. 3) Review the process for monitoring for completion of repairs. 4) Identify those steps in the process that were not followed and why. 5) Revise and train staff on maintenance procedures as needed. 6) Confirm the repair is scheduled and completed. 7) Conduct periodic monitoring of the correction for compliance. 	

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{P5603}	Continued From page 33 #49 and #50, 8 Adam cells #22 and #24, 8 David cells #28, #33, #42, and #49. 4) On 10/12/22, while accompanied by staff C, at 10:10 a.m., observed the floors, and showers to have a build-up of dirt, and debris, located in housing pods 10 Baker cells #10, #13, #15, #20, #23, and #25; 10 Charlie cells #7, #14 and #20; 12 Baker cells #17, #19, #21, #23 and #25; 12 Charlie cells #17, #19, #21, #33 and #25; 13 Adam cells #8, #12 and #14; 13 Charlie cell #9, 13 David cells #1, #22 and #25. 5) At 10:50 a.m., while accompanied by staff K, in housing pod 13 Baker, observed fifteen (15) styrofoam food containers (five (5) days worth of meals), trash, and food debris, strewn about the floor in cell #14. Staff K reported the inmate to have mental health issues, and would not return the used containers when requested by staff. 6) On 10/11/22, at 11:02 p.m., while accompanied by staff C, observed the kitchen floor area around the steam kettles to be missing tile, exposing the substrate below, creating a tripping hazard and pest harborage area. Staff C reported bids to repair the flooring have been acquired. 7) On 10/11/22, observed with staff A, B, C, E, and G, the shower floors in housing pods 2 Charlie, 2 David, 4 Baker, 4 Charlie, 4 David, 6 Baker, 8 Adam, 8 Charlie, 8 David, 10 Baker, 10 Charlie, 10 David, 12 Baker, 12 Charlie, 13 Adam, 13 Baker, 13 Charlie, and 13 David, to have a buildup of dirt, and trash.	{P5603}		
{P5604}	310:670-5-6(4) Detention Facilities-Routine Cleaning Supply	{P5604}		

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{P5604}	<p>Continued From page 34</p> <p>The administrator shall develop and implement policies and procedures for the safety and maintenance of sanitation throughout the facility. These shall include at least the following:</p> <p>... ..</p> <p>(4) Inmates shall be provided with materials and supplies on a routine sufficient to maintain clean showers, washbasins and toilets.</p> <p>This STANDARD is not met as evidenced by: Based on observation and interview, the facility failed to provide inmates with materials and supplies to maintain clean cells, showers, washbasins and toilets.</p> <p>Finding(s): REPEAT DEFICIENCY</p> <p>1) On 10/11/22 and 10/12/22, while accompanied by staff A, B, C, E, and G, observed the vents, floors, walls, washbasins, toilets, and showers in housing pods located in 2 Charlie, 2 David, 4 Baker, 4 Charlie, 4 David, 6 Baker, 8 Adam, 8 Charlie, 8 David, 10 Baker, 10 Charlie, 10 David, 12 Baker, 12 Charlie, 13 Adam, 13 Baker, 13 Charlie, and 13 David, to be dirty, littered with debris, and have a build-up of lint, dirt and black residue. Many of the cell walls and doors contained graffiti and had other items (pictures, drawings, torn linen, toilet paper, toothpaste, etc.) attached. Staff C reported that assigned staff are responsible for ensuring sanitation is maintained in the housing area.</p> <p>2) Observed on 10/11/22, at 10:38 a.m., while accompanied by staff C, the booking male holding cells #1 and #2, with a buildup of dirt,</p>	{P5604}	<p>Pursuant to Title 74, Section 193(B)(1), the Department provides the following proposals for solution:</p> <p>1) Conduct staff interviews to assess why the policy was not followed.</p> <p>2) Ensure the policy reflects the current expected practice and revise as needed.</p> <p>3) If the policy is revised or if the assessment determines staff knowledge of the policy is incomplete, conduct training of jail staff on the policy.</p> <p>4) Review and adopt further corrective actions as needed based on observations and interviews.</p> <p>5) Review the policy on cleaning supplies distribution.</p>	

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{P5604}	<p>Continued From page 35</p> <p>debris and uneaten food on the floor. Staff C reported the orderlies would clean the cells.</p> <p>3) On 10/11/22, at 11:27 a.m., while accompanied by staff C, observed cell vents, floors, walls, washbasins, and toilets to have a build-up of dirt, debris and black residue located in housing pods 2 Charlie cells #12, #44, #46, and #47, 2 David cells #18, 4 Charlie cells #6, #12, #18 and #19, 4 David cells #44, #46 and #50, 6 Baker cells #30, #49 and #50, 8 Adam cells #22 and #24, 8 David cells #28, #33, #42, and #49.</p> <p>A. At 11:29 a.m., while accompanied by staff C, observed the mop sink located on the first floor of housing pod 2 David, that does not drain, filled with stagnant dirty water, trash, dirt, debris, and black residue around the sink. Staff C reported the orderlies use it to dump dirty mop bucket water.</p> <p>B. At 12:21 p.m., while accompanied by staff C, observed the mop sink located on the second floor of housing pod 4 Charlie, that does not drain, filled with stagnant dirty water, trash, dirt, debris, and black residue around the sink.</p> <p>C. At 1:36 p.m., while accompanied by staff C, observed the mop sink, located on the second floor of housing pod 8 Adam, to contain a buildup of trash, debris over the drain, and had black residue on the surfaces of the sink.</p> <p>D. At 1:56 p.m., while accompanied by staff C, observed the mop sink located on the second floor of housing pod 8 David, to contain a mesh laundry bag, buildup of trash, debris in the basin, with black residue on the surfaces of the sink.</p> <p>4) On 10/12/22, while accompanied by staff C, at</p>	{P5604}		

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{P5604}	<p>Continued From page 36</p> <p>10:10 a.m., observed cell vents, floors, walls, washbasins, toilets and showers to have a build-up of dirt, debris and black residue located in housing pods 10 Baker cells #10, #13, #15, #20, #23, and #25; 10 Charlie cells #7, #14 and #20; 12 Baker cells #17, #19, #21, #23 and #25; 12 Charlie cells #17, #19, #21, #33 and #25; 13 Adam cells #8, #12 and #14; 13 Charlie cell #9, 13 David cells #1, #22 and #25.</p> <p>A. On 10/12/22 at 1:10 p.m., while accompanied by staff C, observed in housing pod 10 David to have approximately, 15 cell windows covered and did not allow viewing into the cell during the inspection.</p> <p>B. At 11:20 a.m., while accompanied by staff C, observed the drain in the mop sink located on the second floor of housing pod 13 David, to contained trash, debris and had black residue on the surfaces of the sink.</p> <p>C. At 10:50 a.m., while accompanied by staff K, in housing pod 13 Baker, observed fifteen (15) styrofoam food containers (five (5) days worth of meals), trash, and food debris, strewn about the floor in cell #14. Staff K reported the inmate to have mental health issues, and would not return the used containers when requested by staff.</p> <p>5) Inmates in all of the housing pods, reported cleaning supplies are not accessible, because they are locked in their cells, or the cleaning supplies are hoarded by inmates who are out of their cells when the supplies are delivered to the housing pod. Several inmates reported having to use laundry soap and shampoo, purchased from the commissary, to clean their cells.</p>	{P5604}		

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{P5606}	Continued From page 37	{P5606}		
{P5606}	<p>310:670-5-6(6) Detention Facilities-ADMIN Hygiene Issue</p> <p>The administrator shall develop and implement policies and procedures for the safety and maintenance of sanitation throughout the facility. These shall include at least the following: (6) Upon admission or after commitment by the court, each inmate shall be issued personal hygiene items to include soap, towel, toilet paper, toothbrush and toothpaste. Feminine hygiene articles shall be provided upon request. Razors are issued to each inmate consistent with facility policy, and collected immediately after use and disposed of or stored as specified by facility policy and procedures. Inmates shall not share razors. With the exception of toilet paper and feminine hygiene items, inmates who are not indigent and have funds in their inmate account may be required to purchase hygiene items from the detention facility.</p> <p>This STANDARD is not met as evidenced by: Based on observation, record review, and interview, the facility failed to issue razors in accordance with this standard, by the issuance and collecting razors immediately after use, and dispose of, or store razors as specified by facility policy and procedure. Oklahoma County Detention Center (OCDC) Inmate Housing, Cell, and Living Area Hygiene Standards, Policy No. 4125.06, dated 07/20/2022.</p> <p>Finding(s): REPEAT DEFICIENCY</p>	{P5606}	<p>Pursuant to Title 74, Section 193(B)(1), the Department provides the following proposals for solution:</p> <ol style="list-style-type: none"> 1) Conduct staff interviews to assess why the policy was not followed. 2) Ensure the policy reflects the current expected practice and revise as needed. 3) If the policy is revised or if the assessment determines staff knowledge of the policy is incomplete, conduct training of staff on the policy. 	

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{P5606}	<p>Continued From page 38</p> <p>1) On 10/12/22, accompanied by Staff C, observed a male inmate in possession of a razor, located in 13 Baker cell #2. Staff C reported razors were removed from all male housing pods in July of 2022, and only female inmates are issued razors. OCDC Inmate Housing, Cell, and Living Area Hygiene Standards, Policy No. 4125.06, dated 07/20/2022, The razor will be used and immediately returned to the pod officer. All razors shall be accounted for to include the issue and collection. If the inmate does not return the razor, the cell shall be searched.</p> <p>2) On 10/12/22, observed male inmates in the possession of a razors, located in 13 David cells #2 and #4. Staff C reported razors were removed from all male housing pods in July of 2022, and only female inmates are issued razors. OCDC Inmate Housing, Cell, and Living Area Hygiene Standards, Policy No. 4125.06, dated 07/20/2022, The razor will be used and immediately returned to the pod officer. All razors shall be accounted for to include the issue and collection. If the inmate does not return the razor, the cell shall be searched.</p> <p>3) Review of the Razor Log for the female housing pod 6 Baker, denoted two (2) of two (2) razors issued on 10/10/22, had no documentation that the razors where returned. OCDC Inmate Housing, Cell, and Living Area Hygiene Standards, Policy No. 4125.06, dated 07/20/2022, The razor will be used and immediately returned to the pod officer. All razors shall be accounted for to include the issue and collection. If the inmate does not return the razor, the cell shall be searched.</p> <p>4) Review of the Razor Log for 10/11/22, for the 6th floor female housing pods, revealed five (5)</p>	{P5606}	<p>4) Review and adopt further corrective actions as needed based on observations and interviews.</p>	

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{P5606}	Continued From page 39 razors issued to inmates, did not have a log entry denoting the existence of a blade "Good or Bad", when the razor was returned to the pod officer. The log was a printed piece of paper, did not have a distributing officers name, time of distribution, or the time of the collection of the razor as required facility policy. OCDC Policy No. 4125.06, Dated 07/20/22, Documentation in a specialized logbook shall include: Name of officer distributing razor, Time of Distribution, and Time of collection of razor. 5) Review of the Razor Log dated 05/03/22, for housing pod 4 Adam, revealed two (2) out of six (6) razors issued on 05/03/22, were not collected, and did not have any follow-up notation of the razor being found. 6) Review of the Razor Log dated 05/16/22, for housing pod 10 Adam, revealed twelve (12) out of eighteen (18) razors issued on 05/16/22, were not collected, and did not have any follow-up notation of the razor being found. 7) Review of Oklahoma County Detention Center Incident Notification form, dated 05/11/22, reported inmate (244), assigned to housing pod 4 Adam cell #28, attempted suicide on 05/10/22 at 1:35 a.m., by cutting his left wrist with a razor blade, requiring transport to outside hospital for medical treatment.	{P5606}		
{P5608}	310:670-5-6(7)(A) Detention Facilities-Issue Cleanable Mattress The administrator shall develop and implement policies and procedures for the safety and maintenance of sanitation throughout the facility. These shall include at least the following:	{P5608}		

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{P5608}	<p>Continued From page 40</p> <p>... ..</p> <p>(7) Clean bedding shall be issued to each inmate who is confined overnight in the facility except where indicated by circumstances defined in the facility's policy. A standard issue of bedding shall include:</p> <p>(A) A mattress with a cleanable surface; and</p> <p>This STANDARD is not met as evidenced by: Based on observation and interview, the facility failed to ensure inmates who are confined overnight, were issued a standard issue of bedding to include a mattress with a cleanable surface.</p> <p>Finding(s): REPEAT DEFICIENCY</p> <p>1) On 10/11/22, at 1:40 p.m., accompanied by staff C, observed several inmates, located in housing pods 2 Charlie cells #12 and #41, 4 Charlie cells #3 and #19, 4 Baker cells #26, #28, #37, #40, #43 and #45; 4 David cell #19; 6 Baker cells # 22 and #24; 6 Charlie cell #36 and #44; 6 David cell #42; 8 Adam cell #25; 8 Charlie cell #24, with mattresses that did not provide a surface that could be cleaned and sanitized after each use. Many of the covers were either cracked, torn, missing and the surface was not impermeable to fluids, parasites, and other contaminants.</p> <p>2) On 10/11/22, accompanied by staff C, observed inmates (#24 through #28), located in housing pod 4 Charlie cells #26 through #30, who did not have a mattress. Staff C said staff will get them a mattress.</p>	{P5608}	<p>Pursuant to Title 74, Section 193(B)(1), the Department provides the following proposals for solution:</p> <p>1) Conduct staff interviews to assess why the policy was not followed.</p> <p>2) Ensure the policy reflects the current expected practice and revise as needed.</p> <p>3) If the policy is revised or if the assessment determines staff knowledge of the policy is incomplete, conduct training of staff on the policy.</p> <p>4) Review and adopt further corrective actions as needed based on observations and interviews.</p>	

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{P5608}	Continued From page 41 3) On 10/12/22, at 1:40 p.m., accompanied by staff C, observed inmates located in housing pod 10 Baker cells #10, #26, #36, and #42, 10 Charlie cells #5, #14 and #15, with mattresses that did not provide a surface that could be cleaned and sanitized after each use. Many of the covers were either cracked, torn, missing and the surface was not impermeable to fluids, parasites, and other contaminants. 4) On 10/12/22, observed an inmate, located in housing pod 13 David cell #25, who did not have a mattress. The inmate roster dated 10/12/22 denotes inmate (106) was admitted to the facility on 02/05/21.	{P5608}		
{P5612}	310:670-5-6(10) Detention Facilities-Clean Bedding/Towels The administrator shall develop and implement policies and procedures for the safety and maintenance of sanitation throughout the facility. These shall include at least the following: (10) Clean bedding and towels shall be offered at least one (1) time each week. This STANDARD is not met as evidenced by: Based on record review and interview, the facility failed to provide clean bedding and towels at least one (1) time each week. Finding(s): REPEAT DEFICIENCY	{P5612}	Pursuant to Title 74, Section 193(B)(1), the Department provides the following proposals for solution: 1) Conduct staff interviews to assess why	

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{P5612}	Continued From page 42 1) Review of the "Inmate Handbook", dated 05/11/22, states in "Clothing and Laundry", "each inmate shall receive a complete change of clothes and linen at least two times each week on a scheduled basis". However, the Clothing and Laundry Exchange and Schedule provided by staff J who confirmed to it being used, conflicts with the "Inmate Handbook" and denotes clothing and laundry exchange to occur one time each week for all of the housing pod, to include exchange of oranges for all inmates, blanket exchange and offer of whites in laundry bag to be laundered. 2) An inmate reported in review of grievance #207177572, dated 10/12/22, they have been requesting a change of bedding, towels and clothing for two months. 3) An inmate reported in review of grievance #179305252, dated 05/18/22, they requested sheets on 05/18/22 and it was not processed until 05/23/22.	{P5612}	the policy was not followed. 2) Ensure the policy reflects the current expected practice and revise as needed. 3) If the policy is revised or if the assessment determines staff knowledge of the policy is incomplete, conduct training of staff on the policy. 4) Review and adopt further corrective actions as needed based on observations and interviews.	
{P5615}	310:670-5-6(13) Detention Facilities-Document Clothing Issue The administrator shall develop and implement policies and procedures for the safety and maintenance of sanitation throughout the facility. These shall include at least the following: (13) Issuance of all clothing and bedding shall be documented and inmates shall be held accountable for these items.	{P5615}		

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{P5615}	<p>Continued From page 43</p> <p>This STANDARD is not met as evidenced by: Based on record review, the facility failed to hold inmates accountable for the issuance of all clothing and bedding in accordance with the standard and facility policy and procedure.</p> <p>Finding(s): REPEAT DEFICIENCY</p> <p>1) Review of thirty two (32) inmate booking packets, denoting the issuance of bedding, clothing and hygiene items, revealed fifteen (15) of the booking packets were missing the issuance forms. Review of the "Inmate Handbook", dated 05/11/22, states in "Clothing and Laundry", Issuance of clothing and bedding will be documented and each inmate shall be accountable for the condition and return of each item. If items are not returned or damaged, the inmate will then be charged for the damaged bedding and clothing.</p> <p>2) On 10/11/22 and 10/12/22, inmates in housing pods 2 Baker, 4 Adam, 4 Baker, 4 David, 6 Baker, 8 Adam, 8 Baker, 8 Charlie, 10 Baker, 10 Charlie, 13 Adam, 13 Charlie and 13 David, reported via the kiosk, that they needed clothing (i.e., socks, underwear, panties, undergarments and bra) via . Staff response to the submitted requests took up to ten (10) days and subsequently were closed, with a response to the inmates "Submit request to your floor clerical". Review of the "Inmate Handbook", dated 05/11/22, states in Requests to Staff and Grievances will be submitted on the kiosk machine located in the day room, by asking for the portable machine or by a Request to Staff form.</p> <p>A. Review of Requests and Grievance forms</p>	{P5615}	<p>Pursuant to Title 74, Section 193(B)(1), the Department provides the following proposals for solution:</p> <p>1) Conduct staff interviews to assess why the policy was not followed.</p> <p>2) Ensure the policy reflects the current expected practice and revise as needed.</p> <p>3) If the policy is revised or if the assessment determines staff knowledge of the policy is incomplete, conduct training of staff on the policy.</p> <p>4) Review and adopt further corrective actions as needed based on observations and interviews.</p>	

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{P5615}	Continued From page 44 dated 04/13/22 through 10/12/22, revealed seventy-nine (79) of the five hundred and sixty-seven (567) requests submitted were for clothing.	{P5615}		
{P5618}	310:670-5-6(16) Detention Facilities-Shower x3/Daily Food SVC The administrator shall develop and implement policies and procedures for the safety and maintenance of sanitation throughout the facility. These shall include at least the following: (16) Sufficient showers shall be provided in housing units to provide inmates the opportunity to bathe at least three (3) times each week. Inmates working in food service shall be required to bathe daily. This STANDARD is not met as evidenced by: Based on record review and interview, the facility failed to provide inmates the opportunity to bathe at least three (3) times each week. Oklahoma County Detention Center (OCDC) Inmate Housing, Cell, and Living Area Hygiene Standards, Policy No. 4125.06, dated 07/20/22. Finding(s): REPEAT DEFICIENCY 1) On 10/11/22, at 11:10 a.m., several inmates located in housing pods 2 Charlie cells #12, #41, #33, #46 and #47, 4 Baker cells #4, #30, #36 and #38, 4 Charlie cells #6, #12, #18 and #19, 4 David cells #37, #44, #46 and #50, 6 Baker cells #30, #49 and #50, 8 Adam cells #19, #22 and	{P5618}	Pursuant to Title 74, Section 193(B)(1), the Department provides the following proposals for solution: 1) Conduct staff interviews to assess why the policy was not followed. 2) Ensure the policy reflects the current expected practice and revise as needed. 3) If the policy is revised or if the assessment determines staff knowledge of the policy is incomplete, conduct training of staff on the policy. 4) Review and adopt further corrective actions as needed based on observations and interviews.	

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{P5618}	<p>Continued From page 45</p> <p>#24, 8 David cells #28, #33, #42 and #49, reported they have only received the opportunity to bathe one (1) time a week and rarely two (2) times a week. Staff C reported inmates are offered the opportunity to bathe three (3) times a week.</p> <p>A. Review of the 2 Charlie logbook for the week of 10/03/22 through 10/07/22, revealed inmates were offered two opportunities to bathe on 10/03/22 and 10/06/22, for a period of three (3) hours for the eighty (80) inmates assigned to the housing pod. Oklahoma County Detention Center (OCDK) Inmate Housing, Cell, and Living Area Hygiene Standards, Policy No. 4125.06, dated 07/20/22, states in the housing area, opportunities for showers shall be available to each inmate at a minimum of three (3) times each week when inmate are released for dayroom privileges/recreation.</p> <p>B. Review of the 4 Baker logbook for the week of 10/03/22 through 10/07/22, revealed inmates were offered two opportunities to bathe on 10/03/22 and 10/07/22, for a period of three (3) hours each day, for the eighty-three (83) inmates assigned to the housing pod. Oklahoma County Detention Center (OCDK) Inmate Housing, Cell, and Living Area Hygiene Standards, Policy No. 4125.06, dated 07/20/22, in the housing area, opportunities for showers shall be available to each inmate at a minimum of three (3) times each week when inmate are released for dayroom privileges/recreation.</p> <p>C. Review of the 4 Charlie logbook for the week of 10/03/22 through 10/07/22, revealed a limited number of inmates were offered an opportunity to bathe, on 10/03/22, cells #5, #6, #7 and #9, 10/04/22, cells #3, #4, #5, #6 and #9, and</p>	{P5618}		

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{P5618}	<p>Continued From page 46</p> <p>10/06/22 cells #3, #4, #5, #6, #7 #8 and #9. The remaining forty-three (43) cells were let out one time during this week on 10/07/22, when the entire pod was offered an opportunity to bathe. Oklahoma County Detention Center (OCDK) Inmate Housing, Cell, and Living Area Hygiene Standards, Policy No. 4125.06, dated 07/20/22, in the housing area, opportunities for showers shall be available to each inmate at a minimum of three (3) times each week when inmate are released for dayroom privileges/recreation.</p> <p>D. Review of the 6 Baker logbook for the week of 10/03/22 through 10/07/22, revealed inmates were offered two opportunities to bathe on 10/04/22 and 10/07/22, for a period of less than two (2) hours each day, for the sixty (60) inmates assigned to the housing pod. Oklahoma County Detention Center (OCDK) Inmate Housing, Cell, and Living Area Hygiene Standards, Policy No. 4125.06, dated 07/20/22, in the housing area, opportunities for showers shall be available to each inmate at a minimum of three (3) times each week when inmate are released for dayroom privileges/recreation.</p> <p>E. Review of the 8 David logbook for the week of 10/03/22 through 10/07/22, revealed inmates were offered two opportunities to bathe on 10/04/22 and 10/05/22, for a period of less than two (2) hours each day, for the sixty-four (64) inmates assigned to the housing pod. Oklahoma County Detention Center (OCDK) Inmate Housing, Cell, and Living Area Hygiene Standards, Policy No. 4125.06, dated 07/20/22, in the housing area, opportunities for showers shall be available to each inmate at a minimum of three (3) times each week when inmate are released for dayroom privileges/recreation.</p>	{P5618}		

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{P5618}	<p>Continued From page 47</p> <p>2) On 10/12/22, at 10:10 a.m., several inmates located in housing pods 10 Baker cells #10, #13 and #20, 12 Baker cells #17, #19 and #25, 12 Charlie cells #4, #5, #7 and #22, 13 Baker cell #25, reported they have only received the opportunity to bathe one (1) time a week and rarely two (2) times a week.</p> <p>A. Review of the 10 Baker logbook for the week of 10/03/22 through 10/07/22, revealed inmates were offered two opportunities to bathe on 10/03/22 and 10/04/22, for a period of one (1) hour the first day and one and a half (1.5) hours the second day, for the ninety-four (94) inmates assigned to the housing pod. Oklahoma County Detention Center (OCDC) Inmate Housing, Cell, and Living Area Hygiene Standards, Policy No. 4125.06, dated 07/20/22, in the housing area, opportunities for showers shall be available to each inmate at a minimum of three (3) times each week when inmate are released for dayroom privileges/recreation.</p> <p>B. Review of the 12 Baker logbook for the week of 10/03/22 through 10/07/22, revealed inmates were offered two opportunities to bathe on 10/04/22 and 10/07/22 for a period ranging from twenty (20) minutes to thirty (30) minutes each day, for the twenty-six (26) inmates assigned to the housing pod. Oklahoma County Detention Center (OCDC) Inmate Housing, Cell, and Living Area Hygiene Standards, Policy No. 4125.06, dated 07/20/22, in the housing area, opportunities for showers shall be available to each inmate at a minimum of three (3) times each week when inmate are released for dayroom privileges/recreation.</p> <p>C. Review of the 12 Charlie logbook for the week of 10/03/22 through 10/07/22, revealed inmates</p>	{P5618}		

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{P5618}	Continued From page 48 were offered two opportunities to bathe on 10/03/22 and 10/07/22 for a period ranging from twenty (20) minutes to thirty (30) minutes each day, for the twenty-three (23) inmates assigned to the housing pod. Oklahoma County Detention Center (OCDC) Inmate Housing, Cell, and Living Area Hygiene Standards, Policy No. 4125.06, dated 07/20/22, in the housing area, opportunities for showers shall be available to each inmate at a minimum of three (3) times each week when inmate are released for dayroom privileges/recreation. D. Review of the 13 Baker logbook for the week of 10/03/22 through 10/07/22, revealed one group of inmates were offered two opportunities to bathe on 10/03/22 and 10/06/22, and another group of inmates were offered two opportunities to bathe on 10/04/22 and 10/07/22, for a period ranging from twenty (20) minutes to thirty (30) minutes each day, for the eighteen (18) inmates assigned to the housing pod. Oklahoma County Detention Center (OCDC) Inmate Housing, Cell, and Living Area Hygiene Standards, Policy No. 4125.06, dated 07/20/22, in the housing area, opportunities for showers shall be available to each inmate at a minimum of three (3) times each week when inmate are released for dayroom privileges/recreation. 3) Review of the Women's Holding logbook, for the week of 09/29/22 through 10/08/22, revealed the two (2) inmates assigned to the housing pod, were not offered an opportunity to bathe during the ten (10) day period. Oklahoma County Detention Center (OCDC) Inmate Housing, Cell, and Living Area Hygiene Standards, Policy No. 4125.06, dated 07/20/22, in the housing area, opportunities for showers shall be available to each inmate at a minimum of three (3) times	{P5618}		

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{P5618}	Continued From page 49 each week when inmate are released for dayroom privileges/recreation.	{P5618}		
{P5621}	310:670-5-6(19) Detention Facilities-Eliminate Pests/Control The administrator shall develop and implement policies and procedures for the safety and maintenance of sanitation throughout the facility. These shall include at least the following: (19) Any condition conducive to harboring or breeding insects, rodents or other vermin shall be eliminated immediately. Licensed pest control professionals shall be contracted to perform pest control on a scheduled basis specified in the facility policy and procedure. This STANDARD is not met as evidenced by: Based on observation and interview, it was determined the facility failed to maintain a facility free of pests. Finding(s): REPEAT DEFICIENCY 1) During the inspection of nineteen (19) housing pods on 10/11/22 and 10/12/22, while escorted by staff B, C, D, E, G, and H, forty-eight (48) inmates voiced complaints of bed bug infestation in their cell, on their person, clothing and bedding. Several of the inmates displayed for the facility staff and inspectors, both dead and live bed bugs, and bed bug bites on their person.	{P5621}	Pursuant to Title 74, Section 193(B)(1), the Department provides the following proposals for solution: 1) Conduct staff interviews to assess why the policy was not followed. 2) Ensure the policy reflects the current expected practice and revise as needed. 3) Conduct staff interviews to assess knowledge of the policy and the practice for pest control extermination. 4) If the policy is revised or if the assessment determines staff knowledge of the policy is incomplete, conduct training of jail staff on the policy.	

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{P5621}	<p>Continued From page 50</p> <p>2) On 10/11/22, at 1:40 p.m., while accompanied by staff C, D, E, G, and H, observed several inmates, located in housing pods 2 Charlie cells #12 and #41, 4 Charlie cells #3 and #19, 4 Baker cells #26, #28, #37, #40, #43 and #45; 4 David cell #19; 6 Baker cells # 22 and #24; 6 Charlie cell #36 and #44; 6 David cell #42; 8 Adam cell #25; 8 Charlie cell #24, with mattresses that did not provide a surface that could be cleaned, sanitized, and allowing for pest infestation. Many of the covers were either cracked, torn, missing and the surface was not impermeable to fluids, parasites, and other contaminants.</p> <p>3) On 10/12/22, at 1:40 p.m., accompanied by staff C, observed inmates located in housing pod 10 Baker cells #10, #26, #36, and #42, 10 Charlie cells #5, #14 and #15, with mattresses that did not provide a surface that could be cleaned, sanitized, and allowing for pest infestation. Many of the covers were either cracked, torn, missing and the surface was not impermeable to fluids, parasites, and other contaminants.</p> <p>4) On 10/11/22, at 2:41 p.m., a live cockroach was observed crawling on a shower curtain, located on the second floor of housing pod 8 David.</p> <p>5) On 10/12/22, at 12:40 p.m., live bed bugs were observed crawling on a mattress assigned to inmate (#56), located in housing pod 10 Baker cell #13.</p> <p>6) Received a written complaint concerning bed bugs from inmate (32), who is being housed at the Oklahoma County Detention Center (OCDK). The complaint contained a clear plastic bag with numerous dead bed bugs.</p>	{P5621}		

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{P5623}	Continued From page 51	{P5623}		
{P5623}	<p>310:670-5-6(21) Detention Facilities-Safety Fire Prevention</p> <p>The administrator shall develop and implement policies and procedures for the safety and maintenance of sanitation throughout the facility. These shall include at least the following:</p> <p>... ..</p> <p>(21) The facility's fire prevention policies and procedures shall ensure the safety of staff, inmates and visitors and shall conform to the requirements of the Oklahoma State Fire Marshal, as provided in Title 74 O.S. § 317 et seq. These shall include, but not be limited to an adequate fire protection service; a system of fire inspection and testing of equipment and documentation on a weekly basis; and the availability of fire hoses or extinguishers at appropriate locations throughout the facility. The facility shall have an automatic fire alarm and heat and smoke detection system approved by the Oklahoma State Fire Marshal, as provided in Title 74 O.S. § 317 et seq.</p> <p>This STANDARD is not met as evidenced by: Based on observation and interview, the facility failed to ensure the safety of staff, inmates and visitors by maintaining an adequate fire protection service; a system of fire inspection, testing of equipment, and conforming to the requirements of the Oklahoma State Fire Marshal.</p> <p>Finding(s): REPEAT DEFICIENCY</p>	{P5623}	<p>Pursuant to Title 74, Section 193(B)(1), the Department provides the following proposals for solution:</p> <p>1) Conduct staff interviews to assess why the policy was not followed.</p> <p>2) Ensure the policy reflects the current expected practice and revise as needed.</p>	

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{P5623}	Continued From page 52 1) On 10/11/22, at 12:53 p.m., accompanied by staff E, observed in housing pod 4 Charlie cell #1, a used food package, being utilized as a makeshift cooking utensil for heating food over an open flame. The utensil had signs of recent exposure to an open flame with black soot covering the outside. 2) On 10/11/22, at 1:13 p.m., accompanied by staff E, observed the light fixtures located in housing pod 6 Baker, cells #14, #21, and #25, having been damaged to allow access to the electrical components for the means of starting a fire. The light fixtures show signs of burn marks and black soot. 3) On 10/11/22, at 1:35 p.m., accompanied by staff E, observed the light fixtures located in housing pod 8 Charlie cells #17 and #22, with exposed wires, and light fixtures in cells #21, #25, and #27, damaged from inmates gaining access to the electrical components for the means of starting a fire. The light fixtures show signs of burn marks and black soot. 4) On 10/11/22 at 1:46 p.m., accompanied by staff C, observed light fixtures located in housing pods 8 Adam cell #19, and 8 David cells #28, #42, #49, and #50 damaged from inmates gaining access to the electrical components for the means of starting a fire. 5) On 10/11/22, at 1:53 p.m., accompanied by staff E, observed in housing pod 8 Charlie cell #27, a used food package, being utilized as a makeshift cooking utensil for heating food over an open flame. The utensil had signs of recent exposure to an open flame with black soot covering the outside.	{P5623}	3) If the policy is revised or if the assessment determines staff knowledge of the policy is incomplete, conduct training of Detention Facility staff on the policy. 4) Review and adopt further corrective actions as needed based on observations and interviews. 5) Review the procedures for fire code compliance and reporting and responding to maintenance needs. 6) Review the actions taken to identify and report repairs. 7) Review the process for authorizing repairs. 8) Review the process for monitoring for completion of repairs. 9) Identify those steps in the process that were not followed and why. 10) Revise and train staff on maintenance procedures as needed. 11) Confirm the repair is scheduled and completed.	

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{P5623}	Continued From page 53 6) On 10/11/22, at 2:21 p.m., accompanied by staff C, observed a trouble code on the automatic fire alarm and heat and smoke detection panel located in the Control Center. When asked if the Safety Officer was aware of the trouble code, he reported he was aware and said it was due to a bad sensor. The automatic fire alarm and heat and smoke detection system needs to be checked by a license professional to determine why the system is not functioning properly and make necessary repairs. 7) On 10/12/22 at 12:32 p.m., accompanied by staff G, observed light fixture located in housing pod 12 Charlie cell #22, had been damaged from inmates gaining access to the electrical components for the means of starting a fire. 8) On 10/12/22, at 2:38 p.m., accompanied by staff C, observed missing ceiling tiles, exposing the plenum area, located on 2nd floor shower area, located in housing pod 10 David. The missing ceiling tiles will allow the migration of fire and smoke to spread easily into the plenum area in the event of a fire emergency.	{P5623}		
{P5626}	310:670-5-6(24) Detention Facilities-Material Fire Compliance The administrator shall develop and implement policies and procedures for the safety and maintenance of sanitation throughout the facility. These shall include at least the following: (24) Facility furnishings, walls, ceilings and floors shall be constructed of material that meets the code requirements of the Oklahoma State Fire Marshal, as provided in Title 74 O.S. § 317 et	{P5626}		

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{P5626}	<p>Continued From page 54 seq.</p> <p>This STANDARD is not met as evidenced by: Based on observation, the facility failed to maintain for safety and provide materials that meet the code requirements of the Oklahoma State Fire Marshal. Ceilings, walls and windows were found not being maintained in order to prevent the spread and migration of fire and smoke, to other areas in the event of a fire emergency.</p> <p>Finding(s): REPEAT DEFICIENCY</p> <p>1) On 10/11/22 and 10/12/22, observed with staff A, C, E, G, and I, many interior housing pod and corridor windows on the 2nd, 4th, 6th, 8th, 10th, 12th, and 13th floors that are broken/cracked. The corridor windows are part of the smoke proof enclosure, fire barrier and are an integral part of the emergency egress system. The broken/cracked windows obscure visibility, create a potential safety, security hazard, and compromise the fire protection rating of fixed fire window assembly.</p> <p>2) On 10/12/22, at 12:32 p.m., accompanied by staff C, observed an occupied cell in housing pod 10 Baker cell #22, with a five inch diameter hole, located in the wall adjacent to the plumbing chase. Staff C acknowledged the hole in the wall and said it goes into a plumbing chase and not another cell.</p> <p>3) On 10/12/22, at 2:38 p.m., accompanied by staff C, observed missing ceiling tiles, exposing</p>	{P5626}	<p>Pursuant to Title 74, Section 193(B)(1), the Department provides the following proposals for solution:</p> <ol style="list-style-type: none"> 1) Conduct staff interviews to assess why the policy was not followed. 2) Ensure the policy reflects the current expected practice and revise as needed. 3) If the policy is revised or if the assessment determines staff knowledge of the policy is incomplete, conduct training of staff on the policy. 4) Review and adopt further corrective actions as needed based on observations and interviews. 5) Review the procedures for fire code compliance and reporting and responding to maintenance needs. 6) Review the actions taken to identify and report repairs. 7) Review the process for authorizing repairs. 8) Confirm the repair is scheduled and completed. 	

NAME OF PROVIDER OR SUPPLIER

STREET ADDRESS, CITY, STATE, ZIP CODE

OKLAHOMA COUNTY DETENTION CENTER

201 N SHARTEL
OKLAHOMA CITY, OK 73102

Oklahoma State Department of Health
STATE FORM

Oklahoma State Department of Health

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: DET-090	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____ B. WING: _____	(X3) DATE SURVEY COMPLETED R-C 10/12/2022
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{P5801}	<p>Continued From page 56</p> <p>frequently observe those inmates whose screening indicates a significant medical or psychiatric problem, or may be a suicide risk, in accordance with the facilities policy.</p> <p>Findings(s): REPEAT DEFICIENCY</p> <p>1) A review of records for inmates on suicide watch, requiring fifteen (15) minute sight checks, dated 10/01/22 through 10/10/22, revealed sight checks were not documented every fifteen (15) minutes.</p> <p>A. A review of thirty three (33) "Male 15 Minute Observation Sheet", revealed twenty six (26) of the forms had missing sight checks, ranging from thirty (30) minutes to six (6) hours. Eleven (11) of the forms did not have a start or end date.</p> <p>B. A review of thirteen (13) "Female 15 Minute Observation Sheet", revealed two (2) of the forms had missing sight checks, ranging from thirty (30) minutes to two an a half (2.5) hours. One (1) form did not have a start or end date.</p> <p>2) A review of "Male 15 Minute Observation Sheet" forms for three (3) inmates in 13 Baker housing pod, revealed all three (3) of the forms had missing sight checks, ranging from thirty (30) minutes to four (4) hours.</p> <p>3) A review of records for 13 Adam housing pod inmates requiring increased observation of thirty (30) minute sight checks, revealed twenty-five (25) sight checks were not documented between the dates of 10/08/22 thru 10/11/22.</p> <p>4) Review housing log books dated 09/30/22 through 10/11/22, revealed several log entries for reasons sight checks were missed. The reasons</p>	{P5801}	<p>the Department provides the following proposals for solution:</p> <p>1) Conduct staff interviews to assess why the policy was not followed.</p> <p>2) Ensure the policy reflects the current expected practice and revise as needed.</p> <p>3) If the policy is revised or if the assessment determines staff knowledge of the policy is incomplete, conduct training of staff on the policy.</p> <p>4) Review and adopt further corrective actions as needed based on observations and interviews.</p> <p>5) Conduct periodic monitoring of the correction for compliance, conduct further training and/or review, revise the policy and adopt further corrective actions as needed.</p>	

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{P5801}	<p>Continued From page 57</p> <p>cited for missed sight checks included; Roving other Floors, Only Rover, At Clinic, Medicine Pass, Assisting Medical, Medical Emergency, Medical on Floor, Doing Sight Checks in other Pods, Conducting Count in other Pods, Looking for missing inmates from Pod RECON, Trash Run, Running Recreation in other Pods, Feeding other Pods, Officer needing Assistance, Disruptive Inmate on other Pod, Escort Maintenance, Bunk and Junk, Court, Serving Papers, Chain Pull, Covering for Translator, Classification, Multiple Releases, Assisting with another Pod RECON, Assisting With Movement, Paperwork, At Line Up, Staff Meeting, Policy Meeting, Getting Pass On, Assisting Shift Commander, Shift Commander office, Log Book Inspection, Administrative Duties, Platoon Meeting, and Missed Check.</p> <p>5) Review of the 12 Baker housing log book dated 10/05/22 through 10/12/22, requiring thirty (30) minute sight checks, revealed eighty-two (82) sight checks were not performed and documented as required.</p> <p>6) Review of the 12 Charlie housing log book, dated 10/06/22 through 10/12/22 requiring thirty (30) minute sight checks, revealed sixty-six (66) sight checks were not performed and documented as required.</p> <p>7) Review of the 13 David housing log book, dated 10/07/22 through 10/09/22 and 10/11/22 and 10/12/22, requiring thirty (30) minute sight checks, revealed sixty-two (62) sight checks were not performed and documented as required.</p> <p>8) Review of the 13 Baker housing log book, dated 10/08/22 through 10/12/22, requiring fifteen (15) minute sight checks, revealed one hundred</p>	{P5801}		

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{P5801}	Continued From page 58 fifty-six (156) sight checks were not performed and documented as required. 9) Review of the Men's Holding log book, dated 10/04/22 and 10/05/22 requiring thirty (30) minute sight checks, revealed ten (10) sight checks were not performed and documented as required. 10) Review of the 12 Charlie housing log book, dated 06/10/22 through 06/25/222 requiring thirty (30) minute sight checks, revealed sixty-four (64) sight checks were not performed and documented as required. 11) Review of the 13 Baker housing log book, dated 06/22/22, requiring fifteen (15) minute sight checks, revealed twelve (12) sight checks were not performed and documented as required. 12) On 10/11/22, the policy governing sight checks was requested from staff C. Staff C reported on 10/12/22, it would be included on a thumb drive. Review of the contents of the thumb drive revealed no policy governing sight checks was provided.	{P5801}		
{P5802}	310:670-5-8(2)(A) Detention Facilities-Prescription Possession Adequate medical care shall be provided in a facility. The administrator shall develop and implement written policies and procedures for complete emergency medical and health care services. Policies and procedures shall include at least the following: (2) Intake screening shall be performed on all inmates immediately upon admission to the facility and before being placed in the general	{P5802}		

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{P5802}	<p>Continued From page 59</p> <p>population or housing area. An inmate whose screening indicates a significant medical or psychiatric problem, or who may be a suicide risk, shall be observed frequently by the staff consistent with the facility's policy and the identified need until the appropriate medical evaluation has been completed. After medical evaluation, these inmates may be assigned to housing consistent with the medical evaluation.</p> <p>(A) Medications in the possession of the inmate at the time of the booking, whether prescription or over-the-counter shall be logged, counted and secured. Prescription medications shall be provided to the [inmate] as directed by a physician or designated medical authority. The [inmate] shall be observed to ensure the prisoner takes the medication. The physician or designated medical authority shall be particularly aware through his or her training of the impact of opiate or methadone withdrawal symptoms that may occur in regard to the mental and physical health of the [inmate]. The physician or medical authority shall prescribe and administer appropriate medications to the [inmate] pursuant to Section 5-204 of Title 43A of the Oklahoma Statutes as the medical authority deems appropriate to address those symptoms. Neither prescription nor over-the-counter medications shall be kept by [an inmate] in a cell with the exception of prescribed nitroglycerin tablets and prescription inhalers. Over-the-counter medications shall not be administered without a physician's approval unless using prepackaged medications [57 O.S. § 4.1(1)]. This authorization to allow certain medications in a cell does not require a facility to allow the medications in a cell where inmate safety is threatened or abuse of the medication is documented. Prepackaged</p>	{P5802}		

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{P5802}	<p>Continued From page 60</p> <p>over-the-counter medications are those medications provided in single-dose packaging.</p> <p>This STANDARD is not met as evidenced by: Based on observation and record review, the facility failed to ensure the prisoner takes the medication, and neither prescription nor over-the-counter medications are kept by an inmate in a cell.</p> <p>Finding(s): REPEAT DEFICIENCY</p> <p>1) Observed on 10/11/22, inmate (7) in possession of medication, located in housing pod 2 Charlie cell #41.</p> <p>2) Observed on 10/12/22, at 10:26 a.m., accompanied by staff C, inmates in possession of medication, located in housing pods 10 Baker cells #33, #38 and #42, 13 Baker cell #2, and 13 Charlie cell #11. Staff C upon observing medications in housing pod 10 Baker cells #33, #38 and #42 instructed the inmates to ingest medications, without verification of inmate's name or prescribed medication.</p> <p>3) Received a written complaint concerning medications from inmate (32), who is housed at the Oklahoma County Detention Center (OCDC). The complaint contained a clear bag with eleven (11) loose medications.</p> <p>4) Review of the Turnkey Incident/Unusual Occurrence Report dated 04/23/22, reported during medication pass in housing pod 4 Charlie,</p>	{P5802}	<p>Pursuant to Title 74, Section 193(B)(1), the Department provides the following proposals for solution:</p> <p>1) Conduct staff interviews to assess why the policy was not followed.</p> <p>2) Ensure the policy reflects the current expected practice and revise as needed.</p> <p>3) If the policy is revised or if the assessment determines staff knowledge of the policy is incomplete, conduct training of staff on the policy.</p> <p>4) Review and adopt further corrective actions as needed based on observations and interviews.</p> <p>5) Conduct periodic monitoring of the correction for compliance, conduct further training and/or review, revise the policy and adopt further corrective actions as needed.</p>	

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{P5802}	Continued From page 61 an inmate #245 gave the nurse eighteen (18) medications, that had been in the inmate's possession. 5) Review of the Turnkey Incident/Unusual Occurrence Report dated 07/23/22, reported, during medication pass in housing pod 13 Charlie, medication was administered to a wrong inmate assigned to cell #6.	{P5802}		
{P6101}	310:670-5-11(a)(2) Detention Facilities-Double Cell Min 60sq ft (a) Existing facilities. (2) All cells and living areas shall have at least forty (40) square feet of floor space for the initial inmate and at least twenty (20) square feet of floor space for each additional inmate occupying the same cell. Double-celling of inmates is permitted if there is at least sixty (60) square feet of floor space for two (2) persons. This STANDARD is not met as evidenced by: Based on observation, record review and interview, the facility failed to have at least forty (40) square feet of floor space for the initial inmate and at least twenty (20) square feet of floor space for each additional inmate occupying the same cell. Finding(s): REPEAT DEFICIENCY 1) Observed on 10/11/22, two (2) inmates	{P6101}	Pursuant to Title 74, Section 193(B)(1), the Department provides the following proposals for solution: 1) Conduct staff interviews to assess why the policy was not followed. 2) Ensure the policy reflects the current expected practice and revise as needed. 3) If the policy is revised or if the assessment determines staff knowledge	

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{P6101}	<p>Continued From page 62</p> <p>assigned to cells having a single bed, located in housing pods 2 David cell #36 and 4 Baker cell #36. Each cell measured 8' 3" x 9' (74.7 sq. ft.), the bed measured 2' 8" x 6' 6" (17 sq. ft.). A combo toilet/sink measured 18" x 30" (3.75 sq. ft.). A table combo measured 3' x 1'5" (4.5 sq. ft.). The calculated available floor space was (74.7 sq. ft. - 17 sq. ft. - 3.75 sq. ft. - 4.5 sq. ft.) = 49.45 sq. ft. Subtracting 40 sq. ft. for first inmate leaves 9.45 sq. ft. remaining. Based on the usable floor space available, the capacity of the cell is 1 person. The census in the cell at the time of the inspection was 2. Staff C said staff will move an inmate out of the cell.</p> <p>2) Observed on 10/11/22, three (3) inmates assigned to a cell located in housing pod 4 Charlie cells #28, #31, and 4 David cells #37 and #44, which measured 8' 3" x 9' (74.7 sq. ft.). A bunk measured 2' 8" x 6' 6" (17 sq. ft.). A combo toilet/sink measured 18" x 30" (3.75 sq. ft.). A table combo measured 3' x 1'5" (4.5 sq. ft.). The calculated available floor space was (74.7 sq. ft. - 17 sq. ft. - 3.75 sq. ft. - 4.5 sq. ft.) = 49.45 sq. ft. Subtracting 40 sq. ft. for first inmate leaves 9.45 sq. ft. remaining. Based on the usable floor space available, the capacity of the cell is 1 person. The census in the cell at the time of the inspection was 3.</p> <p>3) Observed on 10/12/22, two (2) inmates assigned to a cells having a single bed, located in housing pods 10 Baker cells #36 and #42, 12 Baker cells #1 and #7, 13 Baker cells #2 and #6, 13 David cell#11, each cell measured 8' 3" x 9' (74.7 sq. ft.). A single bed measured 2' 8" x 6' 6" (17 sq. ft.). A combo toilet/sink measured 18" x 30" (3.75 sq. ft.). A table combo measured 3' x 1'5" (4.5 sq. ft.). The calculated available floor space was (74.7 sq. ft. - 17 sq. ft. - 3.75 sq. ft. -</p>	{P6101}	<p>of the policy is incomplete, conduct training of staff on the policy.</p> <p>4) Review and adopt further corrective actions as needed based on observations and interviews.</p>	

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{P6101}	<p>Continued From page 63</p> <p>4.5 sq. ft.) = 49.45 sq. ft. Subtracting 40 sq. ft. for first inmate leaves 9.45 sq. ft. remaining. Based on the usable floor space available, the capacity of the cell is 1 person. The census in the cell at the time of the inspection was 2.</p> <p>4) Observed on 10/12/22, three (3) inmates assigned to a cell located in housing pod 13 Charlie cells #17 and #25, which measured 8' 3" x 9' (74.7 sq. ft.). A bunk measured 2' 8" x 6' 6" (17 sq. ft.). A combo toilet/sink measured 18" x 30" (3.75 sq. ft.). A table combo measured 3' x 1'5" (4.5 sq. ft.). The calculated available floor space was (74.7 sq. ft. - 17 sq. ft. - 3.75 sq. ft. - 4.5 sq. ft.) = 49.45 sq. ft. Subtracting 40 sq. ft. for first inmate leaves 9.45 sq.ft. remaining. Based on the usable floor space available, the capacity of the cell is 1 person. The census in the cell at the time of the inspection was 3.</p> <p>5) Review of the "Oklahoma County Cell Block Reconciliation", dated 10/11/22, revealed only two (2) cells reflected the actual number of occupants observed in the fifteen (15) cells identified to have more occupants than available floor space.</p> <p>A. Review of the "Oklahoma County Cell Block Reconciliation", dated 10/11/22, for the 4th floor housing pods, revealed three (3) inmates assigned to a cell located in housing pod 4 David, cell #44.</p> <p>B. Review of the "Oklahoma County Cell Block Reconciliation", dated 10/11/22, for the 10th floor housing pods, revealed two (2) inmates assigned to a cell located in housing pod 10 Baker, cell #42.</p>	{P6101}		

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{P6103}	Continued From page 64	{P6103}		
{P6103}	<p>310:670-5-11(a)(4)(A) Detention Facilities-Light MIN 20 Ft Candles</p> <p>(a) Existing facilities.</p> <p>(4) The housing and activity areas shall provide, at least the following:</p> <p>(A) Lighting of at least twenty (20) foot candles;</p> <p>This STANDARD is not met as evidenced by: Based on observation, the facility failed to provide the minimum required lighting of at least twenty (20) foot candles in the housing areas.</p> <p>Finding(s): REPEAT DEFICIENCY</p> <p>1) On 10/11/22, at 1:31 p.m., accompanied by staff C, light level measurements were taken in various cells located in the housing pods. Measurements of light levels were taken using the REED Light Meter, Compact Series model R1930.</p> <p>A. Light reading of fifteen (15) foot candles was measured in housing pod 8 Charlie cell #17. B. Light reading of eight (8) foot candles was measured in housing pod 8 Charlie cell #18. C. Light reading of ten (10) foot candles was measured in housing pod 8 Charlie cell #23. D. Light reading of twelve (12) foot candles was measured in housing pod 8 Charlie cell #25. E. Light reading of six (6) foot candles was measured in housing pod 8 David cell #28. F. Light reading of ten (10) foot candles was measured in housing pod 8 David cell #33. G. Light reading of five (5) foot candles was measured in housing pod 8 David cell #42.</p>	{P6103}	<p>Pursuant to Title 74, Section 193(B)(1), the Department provides the following proposals for solution:</p> <p>1) Review the policy and procedures for reporting and responding to maintenance and repair needs. 2) Review the process for authorizing repairs. 3) Review the process for monitoring for completion of repairs. 4) Identify those steps in the process that were not followed and why. 5) Revise and train staff on maintenance procedures as needed. 6) Confirm the repair is scheduled and completed. 7) Conduct periodic monitoring of the correction for compliance.</p>	

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{P6103}	Continued From page 65 H. Light reading of nine (9) foot candles was measured in housing pod 8 David cell #49. 2) On 10/11/22, at 2:15 p.m., a light level measurement was taken in the day room, located in housing pod 8 David, that had a light reading of three (3) foot candles. Measurements of light levels were taken using the REED Light Meter, Compact Series model R1930. 3) On 10/12/22, at 1:31 p.m., accompanied by staff C, light level measurements were taken in various cells located in housing pods. Measurements of light levels were taken using the REED Light Meter, Compact Series model R1930. A. Light reading of zero (0) foot candles was measured in housing pods 10 Baker cell #22 and 12 Charlie cell #22. Staff C used a flashlight to enter the cell #22 and visually check the light fixture, and reported the inmates have damaged the light fixture. B. Light reading of three (3) foot candles was measured in housing pod 13 Baker cells #2, #6, and #7.	{P6103}		
{P6218}	310:670-5-11(b)(6)(B) Detention Facilities-Bunks/Storage by Sq Foot (b) New facilities and substantial remodeling of facilities (after January 1, 1992). Plans for the construction of a new facility or the substantial remodeling of an existing facility shall be submitted to the Department for review and approval. Detention facilities are encouraged to submit plans to the Department for any re-modeling or repair that does not meet the substantial remodeling threshold to ensure	{P6218}		

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STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: DET-090	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____ B. WING: _____	(X3) DATE SURVEY COMPLETED R-C 10/12/2022
NAME OF PROVIDER OR SUPPLIER OKLAHOMA COUNTY DETENTION CENTER		STREET ADDRESS, CITY, STATE, ZIP CODE 201 N SHARTEL OKLAHOMA CITY, OK 73102		
(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
{P6218}	<p>Continued From page 66</p> <p>standards are met.</p> <p>... ..</p> <p>(6) Each cell and detention room shall have at least forty (40) square feet of floor space for the initial inmate, and at least twenty (20) square feet of floor space for each additional inmate occupying the same cell. Double-celling is permitted if there is at least sixty (60) square feet of floor space for two (2) persons. Each room or cell shall have:</p> <p>... ..</p> <p>(B) Bunks and storage as indicated by square feet.</p> <p>This STANDARD is not met as evidenced by: Based on observation and record review, the facility failed to provide bunks and storage for each inmate.</p> <p>Finding(s): REPEAT DEFICIENCY</p> <p>1) Observed on 10/11/22, housing pods 2 David cell #36, 4 Baker cell #36, two (2) inmates assigned to a cell having one single bed, with the second inmate having to sleep on the floor.</p> <p>2) Observed on 10/11/22, housing pods 4 Charlie cells ##28, #31, 4 David cells #37 and #44, three (3) inmates assigned to a cell having one double bunk, with the third inmate having to sleep on the floor.</p> <p>3) Observed on 10/12/22, housing pod 10 Baker cells #36 and #42, 12 Baker cells #1 and #7, 13 Baker cells #2 and #6, 13 David cell #11, two (2)</p>	{P6218}	<p>Pursuant to Title 74, Section 193(B)(1), the Department provides the following proposals for solution:</p> <ol style="list-style-type: none"> 1) Conduct staff interviews to assess why the policy was not followed. 2) Ensure the policy reflects the current expected practice and revise as needed. 3) If the policy is revised or if the assessment determines staff knowledge of the policy is incomplete, conduct training of staff on the policy. 4) Review and adopt further corrective actions as needed based on observations and interviews. 5) Review current practice for transfers to the Department of Corrections for those inmates having been judged and sentenced to DOC custody. 6) Review for ability to reduce 	

Oklahoma State Department of Health

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: DET-090	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____ B. WING: _____	(X3) DATE SURVEY COMPLETED R-C 10/12/2022
NAME OF PROVIDER OR SUPPLIER OKLAHOMA COUNTY DETENTION CENTER		STREET ADDRESS, CITY, STATE, ZIP CODE 201 N SHARTEL OKLAHOMA CITY, OK 73102		
(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
{P6218}	Continued From page 67 inmates assigned to a cell having one single bed, with the second inmate having to sleep on the floor. 4) Observed on 10/12/22, housing pod 13 Charlie cells #17 and #25, three (3) inmates assigned to a cell having one double bunk, with the third inmate having to sleep on the floor. 5) Review of the "Oklahoma County Cell Block Reconciliation", dated 10/11/22, revealed three (3) inmates assigned to cell #44, located in housing pod 4 David, having one double bunk, with the third inmate having to sleep on the floor. 6) Review of the "Oklahoma County Cell Block Reconciliation", dated 10/11/22, revealed two (2) inmates assigned to cell #42, located housing pod 10 Baker, having one single bed, with the second inmate having to sleep on the floor	{P6218}	overcrowding by transferring inmates to another county jail, if possible, use of ankle bracelets, bond reductions and early release programs.	



MUNICIPAL AUTHORITY AGENDA

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

December 13, 2022 – 6:01 PM

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

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 the November 8, 2022 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, expenditures/John Conrad Golf (47) \$35,000. FF&E Reserve Fund, expenditures /Hotel/Conf. Center (40) \$50,000. (Finance - T. Cromar)

C. **NEW BUSINESS/PUBLIC DISCUSSION.**

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

D. EXECUTIVE SESSION.

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

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 October 31, 2022. (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

November 08, 2022

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

Chairman Matt Dukes called the meeting to order at 7:20 PM with the following members present:

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

Absent: Trustee Susan Eads

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

1. Discussion and consideration for adoption, including any possible amendment of the October 25, 2022 meeting minutes.
2. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2022-2023, increase: Wastewater Fund, expenditures/Wastewater (43) \$132,900. Golf Fund, expenditures/John Conrad Golf (47) \$33,380. Capital Improvement Revenue Bond Fund, expenditures/Transfers Out (00) \$99,585. FF&E Reserve Fund, revenue/Transfers In (00) \$99,585.
3. Discussion and consideration for adoption, including any possible amendment of declaring the following Sanitation Front Loader unit number 410314 VIN #3BPZL00X1AF720003 as surplus and authorizing its disposal according to the rules of the grant awarded by the Oklahoma Department of Environmental Quality as a part of the "On-Road Program" which requires the equipment to be destroyed or scrapped.

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

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:21 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: December 13, 2022

SUBJECT: Discussion, consideration, and possible action of approving supplemental budget adjustments to the following funds for FY 2022-2023, increase: Golf Fund, expenditures/John Conrad Golf (47) \$35,000. FF&E Reserve Fund, expenditures /Hotel/Conf. Center (40) \$50,000.

The first supplement is needed to increase budget for food and beverage cost to meet projected expenses to end of fiscal year at John Conrad Golf Course. The second supplement is needed to increase budget in FF&E Reserve Fund to meet estimated capital/maintenance expenses to end of fiscal year.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

December 13, 2022

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>
47	John Conrad Golf			35,000	
		<u>0</u>	<u>0</u>	<u>35,000</u>	<u>0</u>
Explanation: To increase budget for food & beverage cost to meet projected expenses to end of fiscal year. Funding to come from fund balance.					

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>
40	Hotel/Conf Ctr			50,000	
		<u>0</u>	<u>0</u>	<u>50,000</u>	<u>0</u>
Explanation: To increase budget for To Be Determined items in Hotel FF&E Reserve Fund to meet estimated expenses to end of fiscal year. Funding to come from fund balance.					



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





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

MEMORANDUM


TO: Honorable Chair and Municipal Authority Trustees

FROM: Tim Lyon, General Manager/Administrator

DATE: December 13, 2022

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

Appropriate information will be dispersed during executive session.



Tim L. Lyon, City Manager



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: December 13, 2022

SUBJECT: Review of the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending October 31, 2022.

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Sheraton Midwest City Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1205.

Fiscal Year 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								
Actual (MTD)	215,862	327,994	338,232	298,613								
Budgeted (YTD)	314,473	771,031	1,225,854	1,916,811								
Actual (YTD)	215,862	543,856	882,088	1,180,701								

Expenses												
Budgeted (MTD)	317,640	357,848	352,577	429,679								
Actual (MTD)	270,452	278,272	251,566	289,094								
Budgeted (YTD)	317,640	675,488	1,028,065	1,457,744								
Actual (YTD)	270,452	548,724	800,290	1,089,384								

Revenue vs. Expenses												
Budgeted (MTD)	(3,167)	98,710	102,246	261,278								
Actual (MTD)	(54,590)	49,722	86,665	9,519								
Budgeted (YTD)	(3,167)	95,543	197,789	459,067								
Actual (YTD)	(54,590)	(4,868)	81,798	91,317								

Key Indicators												
Hotel Room Revenue	134,971	160,951	204,314	221,621								
Food and Banquet Revenue	72,710	138,792	117,519	78,055								

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



MEMORIAL HOSPITAL AUTHORITY AGENDA

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

December 13, 2022 – 6:02 PM

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

A. **CALL TO ORDER.**

B. **DISCUSSION ITEMS.**

1. Discussion, consideration, and possible action of the November 8, 2022 meeting minutes. (Secretary - S. Hancock)
2. 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)

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

D. **EXECUTIVE SESSION.**

1. Discussion, 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 near 8800 - 8832 SE 29th ST (a/k/a +/- 13.28 acres located in the NE/4, NE/4, Sec. 14, T11N, R02W, I.M., Oklahoma County, OK); and
 - 2) to discuss the purchase or appraisal of the real property located within the City near 301 N Midwest BL (a/k/a +/- 1.73 acres located in the NE/4, SE/4, SE/4, Sec. 34, T12N, R02W, I.M., Oklahoma County, OK); and
 - 3) in open session, authorizing the General Manager/Administrator to take action on both as appropriate based on the discussion in executive session.(General Manager - T. Lyon)

E. **ADJOURNMENT.**



DISCUSSION ITEMS



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

Midwest City Memorial Hospital Authority Minutes

November 08, 2022

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

Chairman Matt Dukes called the meeting to order at 7:21 PM with the following members present:

	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

Absent: Trustee Susan Eads

DISCUSSION ITEMS.

- 1. Discussion and consideration for adoption, including any possible amendment of the October 25, 2022 meeting minutes.** Reed made a motion to approve the minutes, seconded by Bana. Voting Aye: Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: none. Absent: Eads. Motion carried.
- 2. Discussion and consideration of adoption, including any possible amendment, of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No Action Needed.

NEW BUSINESS/PUBLIC DISCUSSION.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:21 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



Memorial Hospital Authority

General Manager/Administrator, Tim Lyon
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1201
tlyon@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: December 13, 2022

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

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

Tiatia Cromar
Finance Director



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





City Manager

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

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Tim Lyon, City Manager

DATE: December 13, 2022

SUBJECT: 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 near 8800 - 8832 SE 29th ST (a/k/a +/- 13.28 acres located in the NE/4, NE/4, Sec. 14, T11N, R02W, I.M., Oklahoma County, OK) as well as the real property located within the City near 301 N Midwest BL (a/k/a +/- 1.73 acres located in the NE/4, SE/4, SE/4, Sec. 34, T12N, R02W, I.M., Oklahoma County, OK); and 2) in open session, authorizing the General Manager/Administrator to take action as appropriate based on the discussion in executive session.

Appropriate information will be dispersed during the meeting.

Tim Lyon, City Manager



SPECIAL ECONOMIC DEVELOPMENT COMMISSION AGENDA

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

December 13, 2022 – 6:03 PM

Presiding members: Chairman Matthew Dukes

Commissioner Susan Eads

Commissioner Pat Byrne

Commissioner Megan Bain

Commissioner Sean Reed

Commissioner Sara Bana

Commissioner Rick Favors

City Staff:

City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. **CALL TO ORDER.**

B. **DISCUSSION ITEM.**

1. Discussion, consideration, and possible action of approving the July 26, 2022 special meeting minutes. (City Clerk - S. Hancock)

C. **PUBLIC DISCUSSION.**

The purpose of the "Public Discussion" section of the Agenda is for members of the public to speak to the Commissioners on any Subject not scheduled on the Regular Agenda. The Commissioners 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 Commissioners will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE COMMISSIONERS ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COMMISSIONERS.**

D. **FURTHER INFORMATION.**

1. Review of the Communications, Marketing Quarterly Activity Reports for the 3rd and 4th quarter periods ending December 31, 2022, as well as the CVB Quarterly Activity Report for the 3rd quarter period ending September 30, 2022. (Communications, Marketing and CVB - J. Ryan)
2. Review of the Activity Report of the Midwest City Chamber of Commerce's Quarterly Activities for the periods ending September 30, 2022 and December 31, 2022. (City Manager - T. Lyon)

E. **ADJOURNMENT.**



DISCUSSION ITEM



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

**Midwest City Economic Development Commission Minutes
Special Meeting**

July 26, 2022

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

Vice Chairman Pat Byrne called the meeting to order at 7:29 PM with the following members present:

Trustee Susan Eads

Trustee Sara Bana

City Manager Tim Lyon

Trustee Pat Byrne

Trustee Rick Favors

City Clerk Sara Hancock

City Attorney Don Maisch

Absent: Chairman Matthew Dukes, Trustee Sean Reed and Trustee Megan Bain

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

1. Discussion and consideration for adoption, including any possible amendments, of the April 26, 2022 meeting minutes.
2. Review of the Communications, Marketing, and CVB Quarterly Activity Reports for the period ending June 30, 2022. No action is necessary; this item is presented for informational and discussion purposes only.
3. **Review of the Midwest City Chamber of Commerce's Quarterly Activity Report for the period ending June 30, 2022. No action is necessary; this item is presented for informational and discussion purposes only.** No Action Needed.

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT.

There being no further business, Vice Chairman Byrne adjourned the meeting at 7:37 PM.

ATTEST:

PAT BYRNE, Vice Chairman

SARA HANCOCK, Secretary



PUBLIC DISCUSSION





FURTHER INFORMATION





Communications & Marketing

100 N. Midwest Boulevard

Midwest City, OK 73110

jryan@midwestcityok.org

Office: 405.739.1206

www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Commissioners

FROM: Josh Ryan, Communications & Marketing Director

DATE: December 13, 2022

SUBJECT: Review of the Communications, Marketing Quarterly Activity Reports for the 3rd and 4th quarter periods ending December 31, 2022, as well as the CVB Quarterly Activity Report for the 3rd quarter period ending September 30, 2022. (Communications, Marketing and CVB - J. Ryan)

The Quarterly CVB Activity Report is developed by Susan MacQuarrie, Convention & Visitors Bureau Manager. The 2022 3rd Quarter Activity Report is attached for your review.

The Quarterly Communications & Marketing Activity Report is developed by Josh Ryan, Communications & Marketing Director. The 2022 3rd/4th Quarter Activity Report is attached for your review.

Josh Ryan, Communications & Marketing Director

3rd / 4th Quarter 2022

SPECIAL EVENTS OFFICE:

- **Tribute to Liberty, Rockin' Regional** and the rescheduled **Daddy/Daughter Dance** kept the special events line of business moving in Q3. **Cruise In For Coffee, Friday Night Films** and **Creepin' It Reel** transitioned us to Fall and Q4. The planning then ramped up for Q4 events, including the **Veterans Day Parade, Light the City/Walk the Lights** and **Holiday Lights Spectacular**. Planning for **Daddy/Daughter Dance** has already started, so that the event, traditionally held in February, can get back on schedule.
- The special events team also assisted with planning, logistics and permitting for multiple event organizers who used public and private outdoor facilities for their special events. This included 5K races, car shows and a large fall festival held in Regional Park. It also included 5K races and car shows held in different areas of the Midwest City community.

COMMUNICATIONS & MARKETING OFFICE (CAMO):

- The opening of John Conrad Regional Golf Course dominated much of the early part of Q3 for Communications & Marketing, as the team worked to put together an event and marketing package worthy of the course renovation project. Multiple media outlets covered the event which welcomed VIPs, sports personalities and a community that was ready to see their new course.
- Support was lent to a partnership program between Public Works and Republic Services to find Super Recyclers in our community. Besides social media support, CAMO also helped with volunteer signup, marketing development, outreach and even a little auditing of recycling customers. It was a great partnership that engaged many different departments in the City.
- CAMO was also heavily involved in technology support for the Council's temporary move to Municipal Courts. Audio/visual equipment was purchased, setup and operated for the initial meetings. Information Technology staff quickly stepped in and lightened our load with setup and operations support.
- The big social media post award for Q3-Q4 will likely go to our ramp up marketing for the 2022 Veterans Day Parade, as well as the post-event pictures. Professional photographer Mark Loken was hired for both events to capture parade participants and entries honoring our Veterans. Both events have great imagery of families lining Douglas Blvd., showing the true heart of our community; respect for members of the military and their families. Kudos to the Midwest City Chamber of Commerce for their amazing support of that event, both in parade logistics/operations and in the online support of the event.



Convention & Visitors Bureau Activities: Q3 July, August, September 2022

The mission of the Convention & Visitors Bureau is to stimulate Midwest City's economic vitality through tourism by positioning and selling the community in partnership with public and private sectors as a premier destination for conventions, tradeshow, corporate meetings, group tours, and individual leisure travel. The CVB offers assistance with site tours and acquiring bids at our hospitality venues and information on special events, dining, catering, entertainment and local attractions.

In pursuit of its mission, the CVB generates increased visitor spending for the overall business community through creative marketing programs, attractive incentive packages, and special events.

- The Grand Reopening of the new Delta by Marriott hotel will prove to have a positive impact across the multiple market segments.
- The Midwest City MAC (multi-athletic complex) has already proved to be a game changer in promoting Midwest City as a sport destination. A tourism classification we've not been able to market or capitalize on. It is anticipated that there will be a learning curve in "sports marketing".
- The outfield banners for the MAC are up. Information is getting out to the community.
- The "Experience Midwest City" resource guide is very close to completion. Highlighting Midwest City's newest facilities, restaurants and business listings is a priority to ensure the guide is as accurate as possible for mass printing.
- The "Experience Midwest City" publication, will broaden our overall exposure for our Midwest City businesses and capture the opportunity to highlight the amenities of our community to relocation prospects, new business interests and visitor perspectives.
- The CVB participated in the 2022 Tinker and the Primes annual conference. This year's TAP event showcased several big changes in set-up, distribution of information and better foot traffic flow through exhibits. The conference also included celebrations of 4 major milestone birthdays of the City of Midwest City and Tinker Air Force Base's 80th Anniversary's and the 75th Birthdays of the United States Air Force and the Midwest City Chamber of Commerce.
- The CVB served as a one stop information hub for all things Midwest City during TAP. The CVB promoted the 2023 Airshow as TAP participants are also key airshow sponsors.
- The CVB, in partnership with the Midwest City Chamber of Commerce and the Navy League, served as a sponsor for the US Navy's Birthday Ball on October 13th at the Reed Conference Center. This partnership included a sponsorship of their annual golf tournament on September 30 at the newly renovated John Conrad Golf Course and participation as support staff in their formal birthday event
- The CVB is exploring a possible partnership with the Midwest City Chamber of Commerce in hopes to secure next year US Air Force birthday ball.

- Momentum and excitement is growing as sponsorships are secured and marketing material for the 2023 Air show are presented. The CVB attends monthly air show 2023 meetings at Tinker AFB.

Current Bookings, Status and Value Amounts (September 2022 Data)

Definite – 7 \$ 333,000

Tentative – 1 \$ 95,000

Prospect – 3 \$ 120,500

Total: 10 \$ 548,500

***Please note:** The CVB does not work with every group booked at the center. The CVB works with groups who seek support in a convention services capacity that exceeds reasonable expectations of the conference center staff. This includes; but not limited to, conference planning, welcome bags, exhibitor participation, conference sponsorship, assistance with registration, name tags, welcome speeches, proclamations, transportation to off property events. The CVB welcomes opportunities to groom accounts, secure repeat bookings, and to offer groups special attention they do not get in other cities.*

Midwest City Hotel / Motel Assembly Quarterly Meeting –

Quarterly Midwest City Hotel / Motel Assembly meetings:

Tuesday, December 20, 2022

Tuesday, March 14, 2023

CVB Marketing Campaigns-

○ **Digital**

- **Website –** www.visitmidwestcity.com Online request form for visitors guide directly to CVB. Tourism video is budgeted to be updated FY 22/23.
- **Social Media – Facebook & Twitter-** posts are made on a regular basis on all social media resources. Some weeks with heavy events or activities, multiple posts are made on a daily basis.
- **Cross promote –** Rose State College activities, Hudiburg Chevrolet Center shows & events, Parks & Recreation Activities & Special Events, Shopping, dining and Hotels.

○ **Print**

- The new **Experience Midwest City** resource guide is in the process of being designed. The CVB has learned there is a shortage of paper therefore shopping around for the best print quote for 30K + initial copies.
- **Journal Record** - Several print advertisements and promotional pieces have been submitted: 2022 Meeting Planners Guide, special publications Focus on Tourism and Focus on Midwest City.
- **OTRD – Oklahoma Tourism & Recreation Department** – Advertisements in the State Travel Guide and the Outdoor Guide for 2022 have been submitted. The Outdoor Guide is being distributed now and includes a full page feature promoting the SCIP Trails.

- OTRD distributes the visitors guide at all state Welcome Centers and online request fulfillment program.
 - **OSAE – Oklahoma Society of Association Executives** – Member and Sponsor, ad in quarterly meeting planner magazine. OSAE is the state’s premier organization for meeting planner networking and showcasing meeting facilities and hotels.
 - **OTIA- Oklahoma Travel Industry Association-** Member & Sponsor. OTIA continues to offer complimentary continued education training webinars and Travel & Tourism road shows.
- **Cross Promotion & Marketing-** The Communication & Marketing Department continues to work closely with the Parks & Recreation Dept., Rose State College/ Hudiburg Chevrolet Center, Town Center Plaza and the Chamber of Commerce to ensure the overall brand message & public impression that Midwest City is the ideal place to work, shop, live, educate and visit. Although the CVB promotes all the aspects of Midwest City; the focus of the CVB is to market, promote, position and sell the tourism amenities featured in Midwest City.
- **Special Events** – The Communication & Marketing team encompasses the programming, sponsorships, marketing, execution and follow-up for Midwest City special events.
 - The **Cruise in for Coffee** Event experienced significant increase in participants this summer. The networking opportunities of the monthly car show generated bookings in Midwest City for the COMA / MOPAR group and Old School Cruisers car shows.
 - Midwest City seems to be garnering a “car show” friendly reputation.
 - The **Midwest City MAC (Multi-Athletic Complex)** opened Friday, April 22nd. The grand re-opening of the newly renovated **Marion C. Reed Ballpark** was held on Friday, June 17th.
 - Marketing and planning the re-grand opening of the newly renovated **John Conrad Golf Course** will be the next focus for grand opening / unveiling celebrations.
 - The CAM office recently toured the **W.P. “Bill” Atkinson Park** construction site again. Great progress is being made at the park and hangar. The team discussed grand opening ideas with October 1 as a tentative grand opening date.
 - The **Central Oklahoma MOPAR Association (COMA)** has booked their annual MOPAR show back in Midwest City. Once a regular event; COMA hasn’t hosted this event in Midwest City since 2015. The event will be on Joe B. Barnes drive October 1.
 - All available resources are utilized to promote all Midwest City special events including Websites, Newsletters, Social Media, Digital and Print.

Submitted By: **Susan MacQuarrie, October 10, 2022**



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

MEMORANDUM

TO: Honorable Chairman and Commissioners
Midwest City Economic Development Commission

FROM: Tim Lyon, City Manager

DATE: December 13, 2022

SUBJECT: Review of the Activity Report of the Midwest City Chamber of Commerce's
Quarterly Activities for the periods ending September 30, 2022 and December
31, 2022.

The Midwest City Chamber of Commerce has provided the attached report.

Tim Lyon, City Manager



Q3 2022 Economic Report

July

- Attended the City's 'Tribute to Liberty' event. Great placement of the stage, food trucks and all.
- Tinker and The Primes preparation, including confirming speakers, monitoring registration, speaker's gifts, hotel guest welcome gifts, supplier interview arrangements, menu, and sponsors.
- Preparation for the 'Living Sheroes' Women In Aeronautics Reception, including confirming highest ranking Tinker female officials as speakers, lighting and sound, menu and sponsors.
- Attended pre-opening gathering for Friends of the John Conrad Golf Course and tours of the newly renovated golf course for the donors and Chamber Board members. This renovation will bring new guess to the city and offer new fun challenges to the local golfers.
- Chamber provided event space for Pam and Mike Kloiber to host a Home Away From Home gathering for Tinker officials, airmen and their families.
- Chamber hosted a Sunrise Social at Panera Bread. Panera wanted to highlight their new location and the addition of the drive-thru. The regional manager and the general manager were impressed with the attendance.
- Provided FAA OKC office with Veterans Day Flyover Request. Will follow-up on the process as needed and keep Josh in the loop.
- Gathering door prizes for the Annual All-Member meeting at Mid-Del Technology Center.
- Provided Tinker tours contact to Sally Newey. She wants to provide a tour for her high school Rotarians.
- Ambassadors gathered to discuss volunteering opportunities at TAP, membership leads and to prepare the bags for TAP hotel guests.
- The first payment from Factor 110 for TAP registration arrived.
- Shared Navy Change of Command on Aug. 5 invitation with the full board. Reminded them to follow the Navy's instructions for a base pass and that rsvp is handled through the Navy.
- Met with Tamara Pratt and Mark Hybers, Deputy of PA at Tinker, to discuss a media plan for TAP. Tamara is providing a plan and guidance for staff to follow with assistance from Mark's office. Planning to gather B Roll prior to TAP that can be provided to the media that isn't able to attend. All photos and videos will be shared with Tinker PA for posting on their media site. Provided Tamara with two registrations to TAP for her time in developing the plan and an overall press release for TAP.

August

- The Chamber office is a location to purchase *Skytrain* movie DVD's.
- Hosted Mid-Del Realtors Board of Directors in the Chamber Conference Room.
- Continuing the planning sessions to assist the Navy League with the Navy Ball in October.
- Shaina and Dylan started their Oklahoma Chamber of Commerce Executives training series.
- Chamber Ambassadors met to assist in preparing items for the conference and to learn more about the conference app and how it works. They will be available to assist conference attendees.
- Awarded \$5,000 to teachers with the Del City Chamber at the Mid-Del Schools event, Celebrating Education.
- Hosted Junior League Service event with guest speaker in Chamber Board Room.
- Hosted Tinker and The Primes, an international aerospace conference at the Reed Conference Center. Added a Women In Aeronautics Reception with female leaders from Tinker AFB as speakers.
- Attended the dedication of the AFA's Rosie the Riveter Garden at the Welcome Center.
- Promoted the AFA's Air Force 75th and Col. DeBellevue celebration on September 8. Sent link to board members.
- Attended the Navy STRATCOM Change of Command and the Quarterly Awards luncheon to provide Chamber awards to the winners.
- Attended Gen. Hawkins' Change of Command ceremony at the Air Force Sustainment Center. Welcomed him and his wife back to Midwest City. And attended the Farewell Breakfast for Lt. Gen Miller and his wife.
- Hosted a Community Marketing Meeting at Pelican's.
- Hosted OC&LA Quarterly Board Meeting at Chamber Offices.
- Attended Innovation Connections Networking Group at Santa Fe Cattle Co.
- Attended Tinker AFB's Women In Leadership group at the invitation of Col. Sebren.

September

- Hosted Ribbon Cutting for Surf Bar in Midwest City
- Attended several Veterans Day Parades, Shaina Bennett was selected as the Parade Director. Flyover request has been placed.
- Attended Innovation Connections Networking Group at Santa Fe Cattle Co
- Attended the OKC Metro CEO Roundtable hosted but the Norman Chamber and Oklahoma Chamber of Commerce Executives
- Attended OK Society of Association Executives Monthly Luncheon
- Coffee appointment with Carrie Evenson, new Assistant PWA Director
- Attended the Oklahoma Aeronautic Commission and Air Force Association in a celebration for Col. DeBellevue Reception
- Chamber hosted their Annual Golf Tournament at John Conrad, we had 26 teams, and 12 sponsors
- Assisted the Navy League of Oklahoma City for their Navy Golf Tournament hosted at John Conrad Regional Golf Course - fundraiser for the Navy Birthday Ball, also which will be hosted in Midwest City at the Reed Center

- Met with City Communications and PWA teams along with Crystal Bennett from Republic Services to kick off the Super Recycler Program
- Began buying gift cards from Member Restaurants for the Super Recycler Program. We are thankful to have invested \$5000 in our Food and Beverage establishments in Midwest City.
- Shaina and Dylan continue the professional education program through OCCE's Chamber Management Institute
- Hosted a Ribbon Cutting for Lime Realty and Gateway Mortgage Company at the Chamber offices.
- Hosted the Chamber Ambassador Meeting to discuss Chamber Events and Sponsorships for 2023 and discussed membership drive opportunities
- Virtual Hotwash hosted by Mr. Dennis D'Angelo, Executive Director for the Air Force Sustainment Center. Reviewed 2022 TAP, obtained the green light to begin planning for 2023 TAP.
- Hosted CEO Roundtable discuss for Ok Society of Association Executives at Chamber Offices
- Attend the Mid Del Tech Center Advisory Council for Marketing with Patti Duran
- Met with Swadley's Midwest City to determine more avenues for them to sponsor within the community, they are interested in hosting more donation events for our schools
- Hosted the Community Marketing Meeting at LaHerencia
- Began discussions of developing a Young Professionals group for 40 and under professionals
- Hosted Super Recycler Program Orientation with City Employees and Republic Services



2022 Q4 Economic Report

October

- Submitted application for Tinker AFB Honorary Commander Program
- Hosted Ribbon Cutting for HTeaO
- Assisted with marketing efforts for the Super Recycler Program
- Attended Elks Lodge of Midwest City Board of Directors Meeting, they are looking to be more involved in the Community and have decided to rejoin the Chamber
- Attended Innovative Connections Networking Group at Santa Fe Cattle Co
- Hosted Picnic with Protectors and Public Works at Regional Park, very successful event with a lot of support from City Management and Council
- Attended monthly luncheon with Ok Society of Association Executives
- Board members attended SSMHealth's Founders Day Celebration
- Continued with Committee Meetings for the Veterans Day Parade
- Hosted monthly Ambassador Meeting to strategic plan events for next year
- Chamber was the Project Manager for the US Navy League / Navy Birthday Ball at the Sheraton Reed Center, 350+ attendees. VERY successful event. We are already looking into dates to bring the Battle of Midway event back to Midwest City along with the 2023 Navy Birthday Ball
- Shaina and Dylan attended OCCE Chamber Management Institute Graduation and Conference in Tahlequah
- Hosted "Headshot" event at the Chamber offices for all Chamber Members to get a new professional headshot for \$25.
- Hosted Congressman Tom Cole at the October Board Meeting for an update on the legislature in DC.
- Met with Lauren from the Guild, our marketing and graphic designer for the Midwest City Community Publication
- Met with Eastside Church of Christ to review details for the Veterans Day Parade Breakfast Reception
- Attend event at Century Martial Arts for Employee Halloween Challenge

November

- Attended Soft Opening for new restaurant in TCP – Tacos4Life, Ribbon Cutting schedule for December
- Attended Innovation Connections Networking Group at Santa Fe Cattle Co
- Applications open for Leadership Midwest City 2023 Class
- Attended monthly luncheon at Ok Society of Association Executives
- Attended final planning committee meetings for the Veterans Day Parade
- Hosted Super Recycler Debrief Meeting and Volunteer Appreciation Luncheon at the Chamber on behalf of the City and Republic Services
- Hosted Chamber Ambassador's Volunteer Appreciation Banquet
- Secured location for Chamber's Annual Banquet Celebration, January 26th at Rose State College
- Attended Navy TACAMO Quarterly Awards Luncheon
- Hosted the Veterans Day Parade Breakfast Reception at Eastside Church of Christ
- Hosted a Community Outreach Event for TAFB 72d ABW Public Affairs Team, included Tribal Leadership and Educators in STEM
- Hosted Bridge Dedication for Senator Inhofe at I -40 and Douglas in partnership with ODOT
- Secure contract with Factor 110 for TAP Registration and Exhibitor management

December

- Met with Mark and Ruben from the Veterans Center at SNU to discuss proposal details for 2023 K9 Veterans Day, March 11th 2023. Next Steps – Sponsorship Contract with City and finalize locations (Fred Quinn or New WP Park?)
- Toured Enchanted Gardens (old Tony's Tree Plantation) and discussed membership and partnership opportunities
- Completed Chamber's 2023 Sponsorship Guide
- Attended and Sponsored Light the City at Midwest City's Holiday Light Spectacular
- Attended Open House / Holiday Party for MOOG – Aerospace Company
- Attended Light the Night at Rose State College
- Attended Holiday Party for OK Society of Association Executives
- Future: Attending Holiday Party for Air Force Association
- Future: Hosting Sunrise Social with Elks Lodge of Midwest City
- Future: Attending Mix and Mingle Networking Group at Pelican's Restaurant
- Future: Attending SSM Health Midwest's Cancer Care Center Open House
- Future: Hosting Leadership Institute Session for Mid Del Tech Center
- Future: Attending Midwest City Rotary's Holiday Party
- Future: Attending Board of Advisors Meeting for Mid Del Tinker 100 Club

NEW for 2023!

- Coffee with Council (or other State Legislators)- Hosted Quarterly
- Strategies for Success Seminars – Quarterly Business Education Series
- Fill the Bus – in conjunction with Celebrating Education, collect donations at local retailers
- Ambassador Mixers – Quarterly Social Event to Drive Membership
- New Member Orientation – (2) per year, how to use your benefits review
- Lunch Bunch – Monthly Lunch Gathering at Local Spot, all attendees pay for own meal



2022 Year in Review, pg 1

Current Membership: 354

New Members: 33

Ribbon Cuttings: 14

- AHI Corporate Housing
- ArchWell Health
- Chasing Wolves Dispensary
- Gateway Mortgage
- Lime Realty
- HTeaO
- La Herencia Mexican Restaurant
- New Hope Baptist Church
- Platinum Paws Grooming
- Surf Bar Midwest City
- Tacos4Life
- Thunder City Motors
- The Underground Co Working Space
- ZxC Media

Sunrise Socials: 3

- Allstate Insurance Ben Osenga
- Panera Bread
- Elks Lodge Midwest City

Chamber Programs: 15

- All Member Meeting
- Ambassador Appreciation Luncheon
- Annual Golf Tournament
- Celebrating Education
- Chamber Past President's Luncheon
- City Council and Mayor Candidate Forum
- Leadership Midwest City
- Member Headshot Event
- Picnic with Protectors
- PWA Appreciation Luncheon
- Police Week
- Fire Week
- State of Tinker AFB
- State of the City
- Tinker and the Primes



2022 Year in Review, pg 2

Community Partnerships: 10

- 72d ABW Private Dinner for Asst Secretary of the Air Force – Partnered with TAFB
- Community Marketing Meetings – Partnered with MDTC, MDPS, TAFB, City, Rose State, Mid Del Group Homes, MDPS Foundation, Bejeweled Marketing, OK Tourism Center, MWC Beacon
- Inhofe's Interchange Dedication – Partnered with ODOT
- K9 Veterans Day - Partnered with Veterans Center at Southern Nazarene University and City of MWC
- Women's Leadership Retreat – Partnered with Mid Del Tech and SSM Health
- Leadership Retreat – Partnered with Mid Del Tech and SSM Health
- Navy League Golf Tournament – Partnered with US Navy League of OKC
- Navy Birthday Ball – Partnered with Navy TACAMO and Navy League of OKC
- Super Recycler Program – Partnered with City of MWC and Republic Services
- Veterans Day Parade – Partnered with City, Eastside Church of Christ and Community Leaders

Events Hosted at Chamber Offices for the Community: 13

- 2 Ribbon Cuttings
- 3 Quarterly Board Meetings for OK Lake and Country Association
- Home Away From Home with Tinker Officials
- Super Recycler Program Orientation and Hotwash/Appreciation Luncheon
- Mid Del Tech Center Leadership Institute
- OK Society of Association Executives CEO Roundtable
- OGE & City of Midwest City Meeting
- 72 ABW Public Affairs Office – Private Dinner with Tribal Leaders
- Congressman Tom Cole's Address to Community

Tinker and Primes Stats

- 77 Aerospace Exhibitors
- 43 Sponsors
- 58 Speakers
- 1300+ Attendees
- 16 Volunteers / Chamber Ambassadors

Tinker and the Primes 2023 Prep

- Finalizing contract with Reed Center
- All Booths Sold Out – 83 for next year
- Planning Session with Tinker Committee will begin in January
- Registration for attendees will open in March



MIDWEST CITY SPECIAL UTILITIES AUTHORITY AGENDA

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

December 13, 2022 – 6:04 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 August 23, 2022 meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration, and possible action of a Letter of Intent with Hard Luck Automotive Services, Inc. for the development of an automobile repair facility on Lot 4 in the Soldier Creek Industrial Park. (Economic Development - R. Coleman)
3. Discussion, consideration and possible action of an extension to the Exclusive Listing Agreement with Skybridge Real Estate, L.L.C. for professional real estate services for the Soldier Creek Industrial Park, 7450 NE 23rd ST. (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.midwestcityok.org).

**Midwest City Utilities Authority Minutes
Special Meeting**

August 23, 2022

This meeting was held in Midwest City Municipal Court Room at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 7:30 PM with the following members present:

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

Absent: Trustee Sara Bana

CONSENT AGENDA. Eads made a motion to approve the consent agenda, seconded by Reed. Voting aye: Eads, Byrne, Bain, Reed, Favors and Dukes. Nay: None. Absent: Bana. Motion Carried.

1. Discussion and consideration for adoption, including any possible amendments, of the June 14, 2022 meeting minutes.
2. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2022-2023, increase: Utilities Authority Fund, expenses/Economic (87) \$928,548.

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT.

There was no further business, Chairman Dukes adjourned the meeting at 7:30 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



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: Robert Coleman, Director of Economic Development

Date: December 13, 2022

Subject: Discussion, consideration, and possible action of a Letter of Intent with Hard Luck Automotive Services, Inc. for the development of an automobile repair facility on Lot 4 in the Soldier Creek Industrial Park.

Hard Luck Automotive Services (“HLAS”) is a non-profit organization whose mission is repairing light vehicles for those who do not have the means to fix them on their own. Its team offers free labor with the customer being responsible for the cost of all parts. HLAS has gained national and international media coverage for its one-of-a-kind services.

HLAS’ survival depends on donations from a variety of sources and it has never had a permanent home. HLAS approached the Utilities Authority (“Authority”) regarding a potential land contribution in the Soldier Creek Industrial Park (“SCIP”). In September 2020, the Authority approved a letter of intent (“LOI”) to reserve approximately one acre in SCIP’s southeast corner for the development of HLAS’ permanent home.

As part the LOI, HLAS agreed to submit preliminary construction plans to the Authority as proof of its intent to develop a first-quality facility. In the agreement HLAS was also tasked with providing proof of its financial ability to construct the facility within one (1) year. Plans arrived in seemingly good order, but the lingering effects of the pandemic derailed HLAS’ efforts to raise the \$500,000+ necessary to build.

Nevertheless, HLAS has survived and improved. An Executive Board with a dozen advisors from various professional backgrounds now oversees operations. Although HLAS continues to function in donated space, it has never given up the dream of a permanent location in one of Midwest City’s most economically challenged areas. Executive Director Adam Ely is now respectfully requesting the Authority continue to reserve part of Lot for 4 as HLAS continues its fundraising efforts.

Robert Coleman
Director of Economic Development

Attachment: Original (2020) Request from Adam Ely, Hard Luck Automotive Services
Letter of Intent

21 August 2020

**Hon. Matthew D. Dukes II , Chairman
Midwest City Utilities Authority
100 N Midwest BL
Midwest City, OK 73110**

Dear Chairman Dukes,

Hard Luck Automotive Services is a registered 501(c)3 non-profit organization dedicated to helping the less fortunate by repairing problematic vehicles that are usually owned by the working poor. Our staff consists of 2 retired U.S. Military Officers, and my wife who is prior enlisted in the U.S. Air Guard and is now working in BLDG 3001 as a B-52 Program Manager. As for me, I am a U.S. Army veteran who proudly served in Iraq and Afghanistan.

Beginning in 2017, we have repaired downtrodden cars and trucks for simply the price of the parts. We rely strictly on donations to sustain our small operation, which is currently based at 616 SW 29th Street in Oklahoma City. The local and national media coverage Hard Luck receives has increased our clientele, which, in turn, has resulted in a need for more space. The fact our shop was burglarized weeks ago makes us more motivated to move sooner rather than later.

The Soldier Creek Industrial Park ("SCIP") in Midwest City was one of the first places we scouted for a potential new location. It was a logical choice because of our roots. My wife, Toni, grew up here and graduated from Carl Albert H.S, and several of our crew members also live in the vicinity. We also understand there may be a lot of single-mothers, elderly persons and others in and around the community who need our help. According to the Oklahoma Department of Commerce website, more than 50% of the households within five miles of SCIP have combined household incomes under \$50,000.

All of our donations currently arrive via website and from walk-in donors, but we are beginning a capital campaign to raise enough funds for a new location. We spoke to Economic Development Director Robert Coleman about the possibility of a property contribution from the Utilities Authority. He relayed information about the plat and minimum development requirements. He also explained the rigorous details involved in building a new site.

We know this is a major undertaking for our small organization, but we feel such a commitment from the City would be a strong driver in soliciting donations from businesses and other organizations desiring to support our efforts. Please consider reserving one (1) acre within SCIP's boundaries for Hard Luck Automotive. We are not picky about the property, but we would prefer ground that would be the most economical to develop. We will agree to pay Closing costs associated with the transfer.

In return, we will agree to build a first-class, code-compliant building that will compliment SCIP. Furthermore, we will also commit to purchasing all of the parts and supplies possible from Midwest City Vendors. But more importantly, we promise to bring much needed expert services to an area where they are badly needed.

Please let us know if this is a possibility. We need to get moving as quickly as possible.

Sincerely,

Adam Ely, Co-Owner
Hard Luck Automotive

**Letter of Intent for the Sale and Development of Property Within the
Soldier Creek Industrial Park, 7450 NE 23rd Street, Midwest City, OK**

**THE FOLLOWING LETTER OF INTENT (“LOI”) , DATED
THIS _____ DAY OF _____, 20____,
OUTLINES THE GENERAL TERMS OF A REAL ESTATE
SALES CONTRACT AND A POTENTIAL ECONOMIC
DEVELOPMENT AGREEMENT BETWEEN THE PARTIES
DESCRIBED BELOW FOR THE IMPROVEMENT AND
OCCUPANCY OF REAL PROPERTY IN THE SOLDIER
CREEK INDUSTRIAL PARK, MIDWEST CITY,
OKLAHOMA. THE UNDERSIGNED ARE PREPARED TO
USE REASONABLE EFFORTS TO NEGOTIATE A
DEFINITIVE ECONOMIC DEVELOPMENT AGREEMENT
(“AGREEMENT”) AND CONTRACT FOR SALE
(“CONTRACT”) AFTER THIS INSTRUMENT IS APPROVED
AND EXECUTED BY ALL PARTIES.**

1. **Party of the First Part:** Hard Luck Automotive Services, (“HLAS”) an Oklahoma 501(c)3 non-profit company or its designee.
2. **Party of the Second Part:** The Midwest City Utilities Authority (“Authority”), an Oklahoma public trust.
3. **Property:** The southernmost ± 1.243 acres of Lot 4 in the first phase of the Soldier Creek Industrial Park (“SCIP”), 7450 NE 23rd ST, Midwest City, OK.
4. **Enactment:** The enacting of the Agreement shall be conditioned upon the sale and Closing of certain property to HLAS located in SCIP.
5. **Public Information:** The parties recognize and agree that this Letter of Intent will become a public document.
6. **Intent:** This letter expresses only the intent of the parties and, notwithstanding anything herein to the contrary is not (and shall not be deemed to be) a legally binding agreement.
7. **Terms and Conditions:** The parties are entering into this LOI with the understanding the following conditions will be incorporated into the Agreement and the Contract between the parties. The parties agree:
 - A. **The Authority’s Responsibilities:**
 - 1) Economic Development Agreement
 - a. The Authority agrees to reserve at least one (1) acre in SCIP for a period of twelve (12) months from the date of execution of this LOI.

- b. Within thirty (30) days of receiving adequate proof of HLAS' financial ability to construct the Facility the Authority will approve the Agreement and Contract.

2) Sale of Real Estate

- a. The Authority agrees to sell HLAS property in Soldier Creek Industrial Park at a cost of one dollar (\$1) per acre or portion thereof.
 - i. The amount of property bound by the Contract shall be in accordance with the land development described in the draft construction documents previously submitted. (See Exhibits "A-1, A-2").
 - ii. The Facility must meet all applicable City of Midwest City Codes and adhere to the general building and site design previously submitted. (See Exhibits "B-1, B-2")
- b. Closing shall occur no later than sixty (60) days following the approval of the Agreement and the Contract.

B. HLAS' Responsibilities:

1) Economic Development Agreement

- a. Predevelopment Requirements
 - i. HLAS, within twelve (12) months of the execution of the LOI, must present proof of its financial ability to construct the Facility.
 - ii. HLAS must be prepared to execute the Agreement and Contract within thirty (30) days of the Authority's approval of HLAS' financial statements.
 - iii. A failure to meet any of the aforementioned deadlines will result in this LOI becoming null and void, and any land reservation will be canceled.
- b. Development Requirements
 - i. Within one hundred twenty days (120) days of Closing HLAS must have (a) building permit(s) for the proposed development.
 - ii. HLAS must adhere to all applicable city, state and federal policies, codes and laws without variance in the construction and operation of the Facility.
 - iii. Within one (1) year of Closing HLAS must have a Certificate of Occupancy ("C.O.") for the Facility.
 - iv. Following the issuance of the C.O, HLAS agrees to maintain staffing levels so that there is least one (1) full-time position employed on the property for every 3000 ft.² it has purchased.
 - 1. *For the purpose of this agreement a "Full Time Position" is an employee working a minimum of 2080 hours over the course of twelve (12) consecutive months, less any vacation leave, sick leave or other similarly paid leave time.*
 - v. HLAS must present adequate proof of staffing levels as required by the Agreement.

- vi. Failing to adhere to these Development Requirements will result in a breach of the Agreement and could result in liquidated damages equal to the property's pre-developed value as outlined in the Agreement.

2) Real Estate Purchase

- a. HLAS agrees to purchase property from the Authority for one dollar (\$1) per acre or portion thereof under the terms and conditions detailed hereinabove.
- b. HLAS must pay all Closing costs excepting the Authority's attorney fees and administrative costs.
- c. Closing will occur at a time and location convenient to the Authority no later than sixty (60) days following the approval of the Agreement and Contract.

FOR THE MIDWEST CITY UTILITIES AUTHORITY:

By: _____
Chairman Matthew D. Dukes II

Date: _____

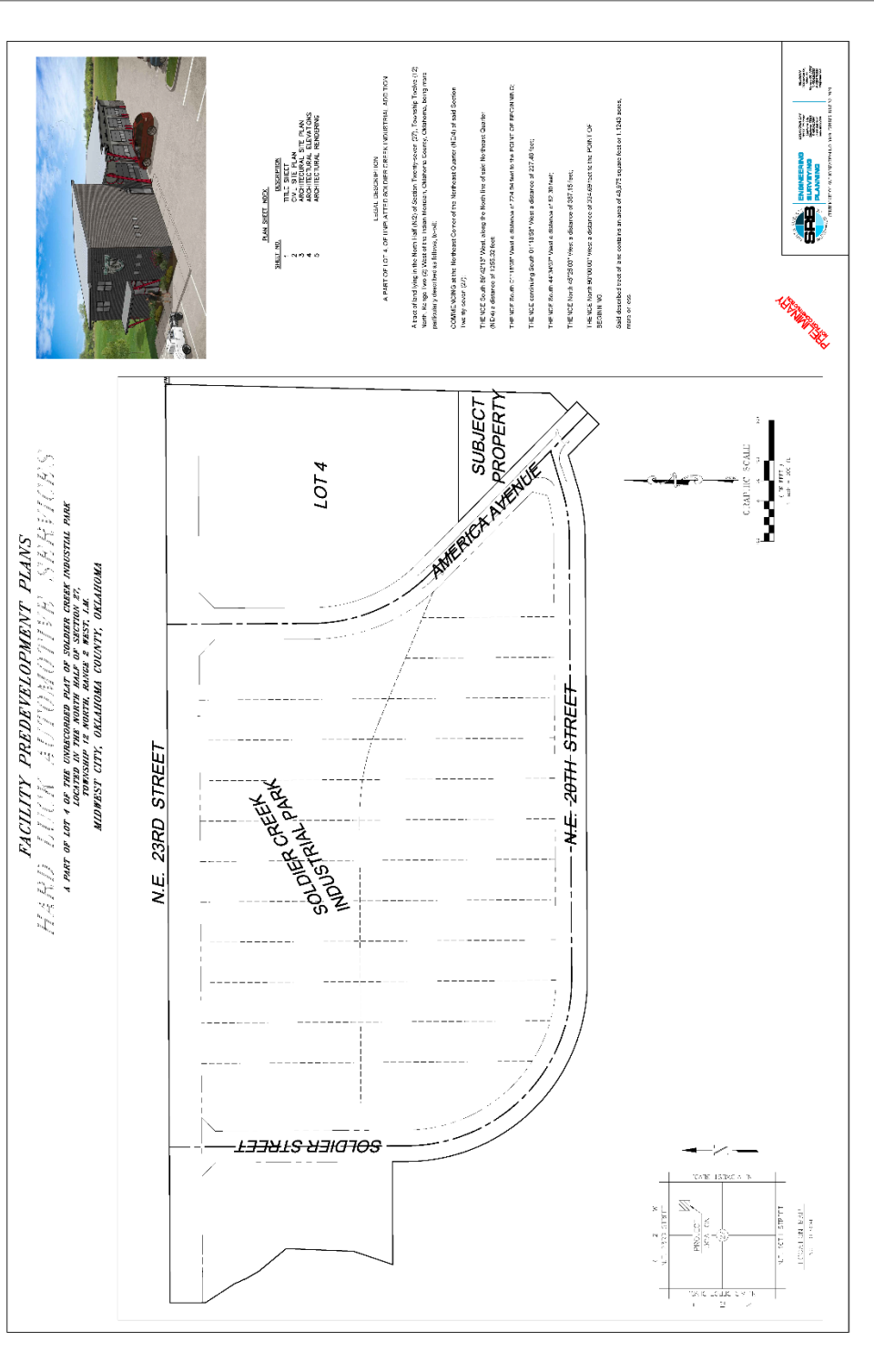
FOR HARD LUCK AUTO SERVICE, INC:

By: _____

Title: _____

Date: _____

EXHIBIT A-1



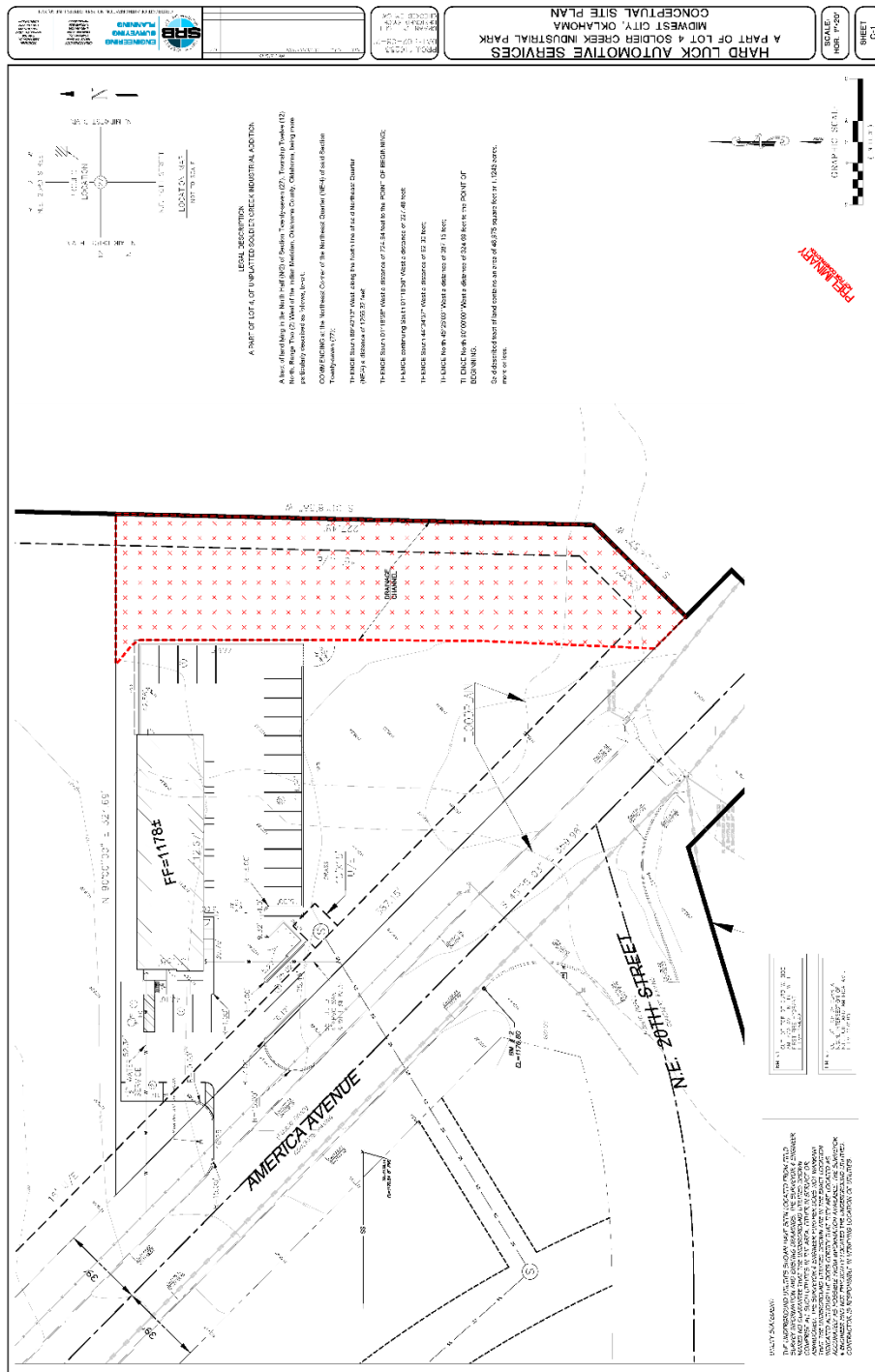
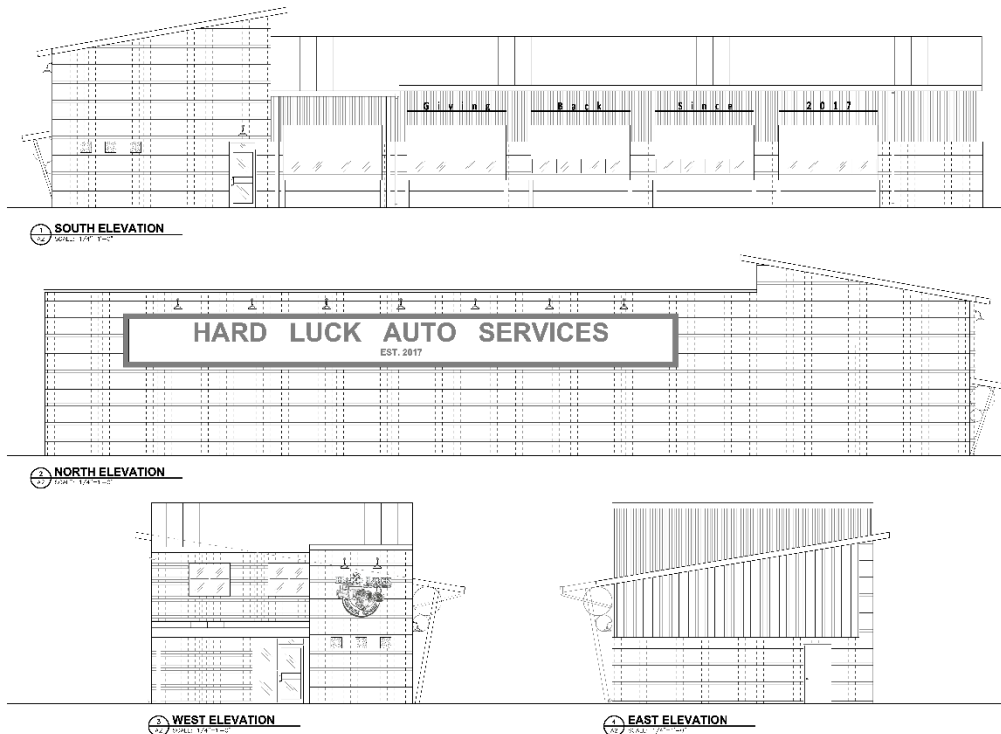


EXHIBIT B-1
Hard Luck Auto Services Facility Design
 Lot 4, Soldier Creek Industrial Park



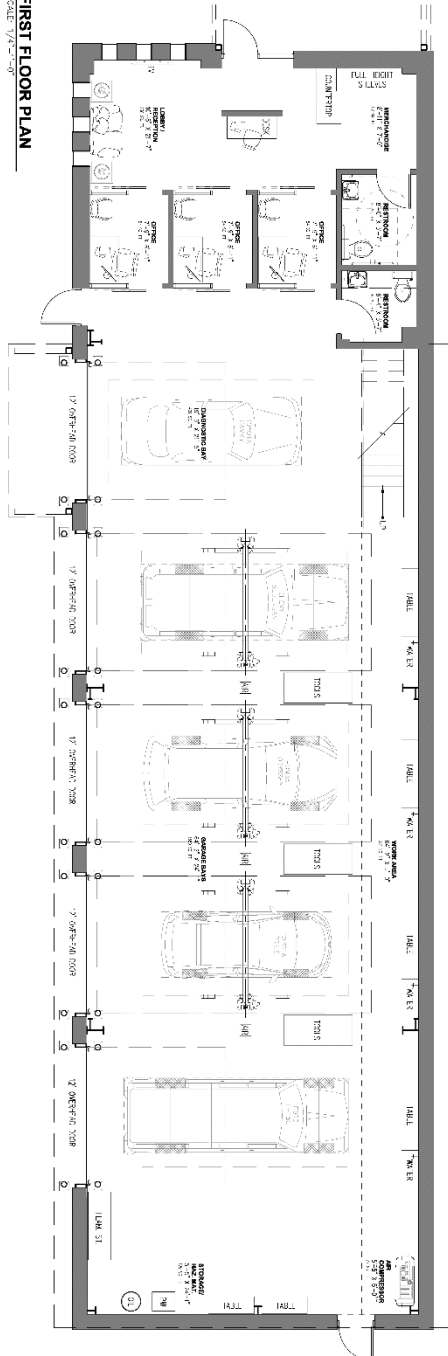
HARD LUCK AUTOMOTIVE SERVICES

EXHIBIT B-2

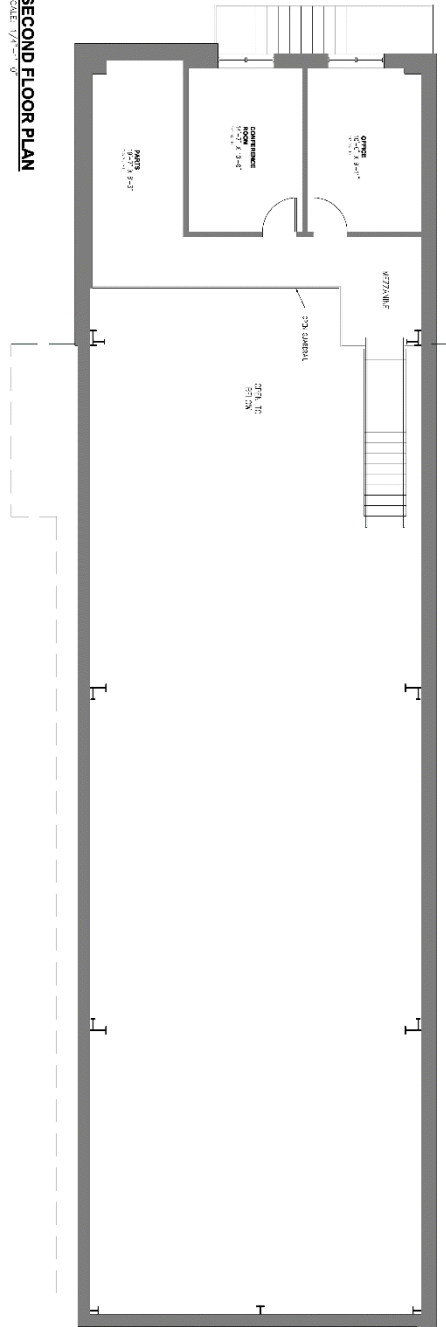
Hard Luck Auto Services Facility Design

Lot 4, Soldier Creek Industrial Park

FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



HARD LUCK AUTOMOTIVE SERVICES

TROY D. BRIDGES & COMPANY, INC.

JANUARY 29, 2021



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: Robert Coleman, Director of Economic Development

Date: December 13, 2022

Subject: Discussion, consideration and possible action of an extension to the Exclusive Listing Agreement with Skybridge Real Estate, L.L.C. for professional real estate services for the Soldier Creek Industrial Park, 7450 NE 23rd ST. (Economic Development - R.Coleman)

Skybridge Real Estate was one of only two responders to an Economic Development Authority Request for Proposals for Real Estate Services that closed on February 18, 2020. Malek Massad, Skybridge also has its own construction management team that can assist prospects with cost estimates and other services that others cannot.

The terms and conditions of the Agreement remain the same as before. Any sales contract must return to the Authority for consideration prior to the sale of the property.

Respectfully,

Robert Coleman, Director of Economic Development

Attachments: Proposed Agreement

EXCLUSIVE RIGHT-TO-SELL LISTING AGREEMENT

In consideration of the listing for the same of the real property hereinafter described by Skybridge Real Estate, LLC ("Broker"), and Broker's agreement to use its best efforts to effect a sale of same, the Midwest City Memorial Utilities Authority ("Owner") hereby grants to Broker the exclusive right to sell the Property on the terms set forth herein ("Listing Agreement") for a period commencing December 1, 2022 and ending midnight June 30, 2023 ("the Term"). Broker agrees to make diligent and continued efforts to sell the Property during the Term of this Listing Agreement.

1. The Property is situated in the City of Midwest City, County of Oklahoma, State of Oklahoma, and is further described as follows:

Address: 7450 NE 23rd Street, Midwest City, Oklahoma 73141

Legal: Part of the North Half, Section 27, Township 12 North, Range 2 West, I.M, Oklahoma County, Oklahoma, which is depicted on attached Exhibit A (the "Property").

2. Price and terms: Sale listing price of Sixty Cents (\$.60) per square foot (\$26,136 per acre) or a price that is acceptable and agreeable to the Owner, in its sole discretion.
3. Conditions of Sale – Broker understands that Owner has placed the following restrictions on the use of the Property: [None]
4. Owner agrees to pay Broker a commission equal to three cents (3¢) per square foot if the listing Broker procures the buyer directly (the "Commission"). If the buyer is represented by an outside Broker, the Owner will pay a commission equal to five cents (5¢) per square foot to the listing Broker, which shall be split with buyer's Broker under a separate agreement. The Commission shall be paid upon the closing of the Property.
5. The Commission shall be earned and paid for services rendered if during the Term, a qualified buyer is procured by Broker who is ready, willing and able to enter into a Purchase and Sale Agreement for the Property at the rate and on the terms above stated, or on any other rate and terms agreeable to Owner, in its sole discretion.
6. Owner further agrees that Owner shall pay Broker the Commission if, within sixty (60) days after the expiration of the Term or termination of the Listing Agreement, the Property is sold to, or Owner enters into a Purchase and Sale Agreement for the Property with, or negotiations commence and thereafter continue leading to the sale of the Property to, any person or entity to whom Broker has submitted the Property prior to the expiration of the Term in an effort to effect a sale of the Property. Broker agrees to submit a list of such persons or entities to Owner no later than 30 days following the expiration of the Term, provided, however, in no event shall the Broker furnish the Owner names of more than ten (10) prospective buyers to whom the Broker has shown the Property.
7. It is understood that it is illegal for either Owner or Broker to refuse to display or sell the Property to any person because of race, color, religion, national origin, sex, marital status or physical disability.
8. Owner agrees to cooperate with Broker in bringing about a sale of the Property and to immediately refer to Broker all inquiries of anyone interested in the Property. All negotiations are to be through Broker. Broker is further authorized to advertise the Property and to place a "For Sale" sign or signs on the Property if, in Broker's opinion, such would facilitate the sale of the Property. Such "For Sale" signs are subject to Owner's approval, which will not be unreasonably withheld.
9. Owner agrees to hold Broker harmless from all claims, disputes, litigation or judgments arising from any incorrect information supplied by Owner, or from any material fact known by Owner concerning the Property, which Owner fails to disclose. Owner represents it is the Owner of the Property.

10. This Listing Agreement constitutes the entire agreement between Owner and Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendment, alteration or withdrawal of this Listing Agreement shall be valid or binding unless made in writing and signed by both Owner and Broker. This Listing Agreement shall be binding upon the heirs, successors or assignees of the parties.
11. This Listing Agreement may be renewed for fiscal year 2023-2024 (July 1, 2023 – June 30, 2024) by mutual agreement of the parties, in writing. The General Manager of the Owner may sign and execute such renewal on behalf of the Owner, provided there are no changes to the Agreement.
12. Any action filed concerning this Agreement, shall be filed in the District Court of Oklahoma County.
13. Broker acknowledges that Broker is an independent contractor and will act exclusively as an independent contractor is not an employee of the City in performing the duties in this Agreement. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship. Broker acknowledges that as an independent contractor he is not eligible to participate in any health, welfare or retirement benefit programs provided by the City or its employees.

ACKNOWLEDGED AND AGREED ON THIS ____ DAY OF _____, 2022.

BROKER:

Skybridge Real Estate, LLC

By: _____

Name: _____

Title: _____

OWNER:

Midwest City Memorial Utilities Authority

By: _____

Name: _____

Title: _____

[illegible]

EXHIBIT “A”
Soldier Creek Industrial Park



PUBLIC DISCUSSION

