



CITY OF MIDWEST CITY MEETINGS
FOR NOVEMBER 08, 2022

Meetings will be streamed live on the City of Midwest City's (MWC) YouTube channel: bit.ly/CityofMidwestCity. Due to temporary relocation of the Chamber, this service is not available.

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

To make a special assistance request, call 739-1220 or email tanderson@midwestcityok.org no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

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



CITY COUNCIL AGENDA

City Hall - Midwest City Municipal Court, 100 N. Midwest Boulevard

November 08, 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

★ Mayoral Proclamations: Line Maintenance Proclamation, Retiree Sgt. Ken Ericson, Small Business Saturday

★ 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 and consideration for adoption, including any possible amendment of the October 25, 2022 meeting minutes. (City Clerk - S. Hancock)
 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. (Finance - T. Cromar)
 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. (Engineering & Construction Services - B. Bundy)
 4. Discussion and consideration, including any possible amendment of, declaring Sepsi, a 12-year-old retired police canine as surplus and authorizing retiring him to the Mission K9 Rescue. (Police – S. Porter)
 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. (Fire Department - B. Norton)
- D. 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. (City Attorney - D. Maisch on behalf of S. Bana, Ward 5, City Council Member)
 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. (City Attorney - D. Maisch)
 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. (City Attorney - D. Maisch)

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. (Neighborhood Services – M. Stroh)
 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. (Engineering & Construction Services - B. Bundy)
- 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. 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

October 25, 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
		City Attorney Don Maisch

Absent: Ward 1 Susan Eads and Ward 6 Rick Favors.

OPENING BUSINESS. The Invocation was given by Assistant City Manager Vaughn Sullivan. The Pledge of Allegiance was led by Carl Albert High School ROTC Cadets Biggers and Davidson. Staff and Council made community-related announcements. The Mayor read the following Proclamations National American Indian Heritage Month, Extra Mile Day, and presented the America Recycles Day..."Thank you MWC Super Recyclers!" to Crystal Bennett of Republic Services, Assistant Public Works Director Carrie Evenson, and Sanitation Manager Jerry Summers.

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

1. Discussion and consideration for adoption, including any possible amendment of the September 27, 2022 meeting minutes.
2. Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of September 2022.
3. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2022-2023, increase: Grants Fund, expenditures/Police (62) \$53,825; revenue/Intergovernmental (62) \$50,000; revenue/Transfers In (62) \$3,825. Police Impound Fees Fund, expenditures /Transfers Out (62) \$3,825. Grants Fund, expenditures/Police (62) \$50,828; revenue/Intergovernmental (62) \$50,828.
4. Discussion and consideration of adopting, including any possible amendment, the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.
5. Discussion and consideration for adoption, including any amendments, of adopting Resolution 2022-33, 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 months of November and December of 2022.

6. Discussion and consideration of acceptance, including any amendment to 1) Resolution 2022-34, authorizing the city to apply for an Oklahoma Water Resources Board (OWRB) grant in the amount of \$2,000,000 to provide water and wastewater line improvements and the preparation of water, wastewater and stormwater master plans to guide future infrastructure investments; 2) authorization of the Mayor and City Manager to execute related documents and certifications necessary to apply for said grant; and 3) authorization of the Mayor and City Manager to enter into the necessary documents and contracts to implement said grant program upon award.
7. Discussion and consideration of approving and including any possible amendment of Resolution 2022-35 in support of Sooner Investment's application to access U.S. Environmental Protection Agency Community-Wide Brownfields Grant funding for testing and possible remediation of commercial sites within the Southeast 15th Street corridor.
8. Discussion and consideration of approving and including any possible amendment of Resolution 2022-36 maintaining the Nine-One-One Emergency Telephone Fee Rate at three percent for fiscal year 2023.
9. Discussion and consideration of adoption, including any possible amendment of the acceptance of maintenance bonds from Wee Construction Co, in the amount of \$13,698.50 and \$18,994.65 respectively.
10. Discussion and consideration of adoption, including any possible amendment of the acceptance of maintenance bonds from Kemery Contracting, LLC in the amount of \$24,869.17 respectively.
11. Discussion and consideration for adoption, including any possible amendment of change order #10 amending the contract with Shiloh Enterprises, Inc. to construct the WP Bill Atkinson Park in an increase of \$8,690.00 and add 12 days of time.
12. Discussion and consideration including any amendment thereto, of approving a federal aid programming Resolution 2022-37 and entering into and approving a Memorandum of Understanding (MOU) with the City of Choctaw for a potential future federal aid project to resurface Westminster Road from ½ mile south of NE 10th Street north to and including the intersection with NE 10th Street.
13. Discussion and consideration for entering into and approving, including any possible amendment of accepting a Memorandum of Understanding with the City of Choctaw for a potential future federal aid project to reconstruct the drainage on SE 15th Street at the Choctaw Creek Tributary 4 East Branch (just west of Hiwassee Road).
14. Discussion and consideration, including any amendment thereto, of approving a federal aid programming Resolution 2022-38 for inclusion into the Transportation Improvement Plan for the following project: repaving of SE 15th Street from Midwest Boulevard to Douglas Boulevard including trail, sidewalk, and improvements to the Soldier Creek.
15. Discussion and consideration including any amendment thereto, of approving a federal aid programming Resolution 2022-39 for additional funds through the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) to supplement an existing project; JP 36376(04), SE 29th Street, replace the existing bridge over Crutchko Creek and rehabilitate the box over Kuhlman Creek.

16. Discussion and consideration, including any amendment thereto, of approving a federal aid programming Resolution 2022-40 for inclusion into the Transportation Improvement Plan for a project to reconstruct the intersection of SE 29th Street and Douglas Boulevard.
17. Discussion and consideration, including any amendment thereto, of approving a federal aid programming Resolution 2022-41 for inclusion into the Transportation Improvement Plan for the following project: SE 29th Street, repaving from Douglas Boulevard to Post Road and widening from Post Road to Westminster Road including reconstructing the intersection at Westminster Road.
18. Discussion and consideration including any amendment thereto, of approving a federal aid programming Resolution 2022-42 for additional funds through the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) to supplement an existing project; JP 33345(04), Resurfacing of Midwest Boulevard; SE 29th Street to NE 10th Street.
19. Discussion and consideration, including any amendment thereto, of approving a federal aid programming Resolution 2022-43 for inclusion into the Transportation Improvement Plan for a project to upgrade five (5) signals at various locations throughout the City for the purposes of improving pedestrian access and safety.
20. Discussion and consideration, including any amendment thereto, of approving a federal aid programming Resolution 2022-44 to make eligible an application for the Transportation Alternative Program, a federal funding program, to design and construct the Rail with Trail East Extension.
21. Discussion and consideration, including any amendment thereto, of approving a federal aid programming Resolution 2022-45 to make eligible an application for the Transportation Alternative Program, a federal funding program, to design and construct the East Palmer Loop Trail.
22. Discussion and consideration for adoption, including any possible amendment of, declaring various obsolete computer equipment and other miscellaneous items of city property on the attached list as surplus and authorizing their disposal by public auction, sealed bid or other means as necessary.

DISCUSSION ITEMS.

1. **(PC-2127) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from R-6, Single Family Detached Residential, to SPUD (O-2), Simplified Planned Unit Development governed by O-2, General Office District for the unplatted property described as Part of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section Seven (7), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma addressed as 2310 S. Post Road.**

Harless addressed the Council. After Staff and Council discussion, Byrne made motion to approve Ordinance 3495 including recommendations of Planning Commission to locate driveway off of 23rd St., seconded by Reed. Voting Aye: Byrne, Bain, Reed, Bana, and Dukes. Nay: none. Absent: Eads and Favors. Motion Carried.

- 2. (PC-2131) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from C-3, Community Commercial District and R-HD, High Density Residential District, to C-3, Community Commercial District for the unplatted property described as a tract of land being a part of the Southwest Quarter (SW/4) of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma also addresses as 2500 S. Douglas Boulevard.**

Harless and David Box, Applicants Attorney, addressed Council. After Staff and Council discussion, Byrne made a motion to approve Ordinance 3496 including recommendations of the Planning Commission, as well as including buffers on Apple and Cherry Lane, seconded by Reed. Voting Aye: Byrne, Bain, Reed, Bana, and Dukes. Nay: none. Absent: Eads and Favors. Motion Carried.

- 3. Public hearing with discussion and consideration, including any amendments, of passing a resolution declaring the structure(s) located at 1309 LLOYD DR a dilapidated building(s) as defined in MCO 9-2 and abatement accordingly to the Municipal Code and setting dates to demolish and remove the structure(s) from the site.**

Stroh and Greg Riddles of 8801 N Western addressed the Council. After discussion, Reed made a motion to approve Resolution 2022-46 including amending to extent to 60 days for completion of the outside, if not completed bring it back to the Jan 10, 2023 agenda, seconded by Bana. Voting Aye: Byrne, Bain, Reed, Bana, and Dukes. Nay: none. Absent: Eads and Favors. Motion Carried.

- 4. Public hearing with discussion and consideration, including any amendments, of passing a resolution declaring the structure(s) located at 1401 MOORE AVE a dilapidated building(s) as defined in MCO 9-2 and abatement accordingly to the Municipal Code and setting dates to demolish and remove the structure(s) from the site.**

Stroh and Aubrey Long of 445 S Air Depot Blvd address the Council. After Staff and Council discussion, Reed made a motion to approve Resolution 2022-47 including amending to extent to 60 days for completion of the outside, if not completed bring it back to the Jan 10, 2023 agenda, seconded by Byrne. Voting Aye: Byrne, Bain, Reed, Bana, and Dukes. Nay: none. Absent: Eads and Favors. Motion Carried.

- 5. Discussion and consideration, including any possible amendment of approving and passing an ordinance amending Chapter 30, Parks and Recreation, of the Midwest City Code, Article IV, In General, by amending Section 30-46 (b), Golf course rates; establishing an effective date; and providing for repealer and severability.**

Vaughn addressed the council. After Staff and Council discussion, Byrne made a motion to approve Ordinance 3497, seconded by Reed. Voting Aye: Byrne, Bain, Reed, Bana, and Dukes. Nay: none. Absent: Eads and Favors. Motion Carried.

- 6. Discussion and consideration of approving, including any amendments, a resolution recognizing the dedication of the City of Midwest City employees.**

Mayor spoke. Reed made a motion to approve Resolution 2022-48, seconded by Byrne. Voting Aye: Byrne, Bain, Reed, Bana, and Dukes. Nay: none. Absent: Eads and Favors. Motion Carried.

NEW BUSINESS/PUBLIC DISCUSSION.

The following people addressed the council: Ted Nugent of 2412 S. Douglas, Thomas Galbraith of 913 Lotus, Marc Thomas of Country Club Ter., Brittany Hussain of 609 Crescent Cir., Susie Byrne of 1202 Three Oaks Cir., and Gail Frye of 908 S. Westminster Rd.

At 7:45 PM Reed made a motion to recess, seconded by Byrne. Voting Aye: Byrne, Bain, Reed, Bana, and Dukes. Nay: none. Absent: Eads and Favors. Motion Carried.

At 8:00 PM Reed made motion to return to Council, seconded by Bana. Voting Aye: Byrne, Bain, Reed, Bana, and Dukes. Nay: none. Absent: Eads and Favors. Motion Carried.

At 8:00 PM Byrne made a motion to enter into Executive Session, seconded by Bana. Voting Aye: Byrne, Bain, Reed, Bana and Dukes. Nay: None. Absent: Eads and Favors. Motion Carried.

EXECUTIVE SESSION.

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

At 8:33 PM Reed made a motion to return to open session, seconded by Bana. Voting Aye: Byrne, Bain, Reed, Bana and Dukes. Nay: None. Absent: Eads and Favors. Motion Carried.

Reed made a motion to authorize the City Manager to take action as appropriate based on discussion, seconded by Byrne. Voting Aye: Byrne, Bain, Reed, Bana and Dukes. Nay: None. Absent: Eads and Favors. Motion Carried.

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 8:33 PM.

ATTEST:

MATTEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: November 8, 2022

SUBJECT: 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.

The first and second supplements are needed to budget 2022 Emergency Management Performance Grant from the Oklahoma Department of Emergency Management and Homeland Security Office and transfer of grant proceeds from Grants Fund to Emergency Operations Fund. The third supplement is needed to budget transfer in from FF&E Reserve Fund to reimburse General Government Sales Tax Fund for items purchased related to hotel remodel project.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS
November 8, 2022

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
21	Intergovernmental	20,000			
21	Transfers Out			20,000	
		<u>20,000</u>	<u>0</u>	<u>20,000</u>	<u>0</u>

Explanation:
To budget fiscal year 2022 Emergency Management Performance Grant from Oklahoma Dept of Emergency Mgmt and Homeland Security Office and transfer out of grant proceeds to Emergency Operations Fund.

Fund EMERGENCY OPERATIONS (070)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
00	Transfers In	20,000			
		<u>20,000</u>	<u>0</u>	<u>0</u>	<u>0</u>

Explanation:
To budget transfer in of proceeds from fiscal year 2022 Emergency Management Performance Grant.

Fund GENERAL GOV'T SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
00	Transfers In	99,585			
		<u>99,585</u>	<u>0</u>	<u>0</u>	<u>0</u>

Explanation:
To budget transfer in from FF&E Reserve Fund to reimburse for items purchased for hotel remodel project.



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

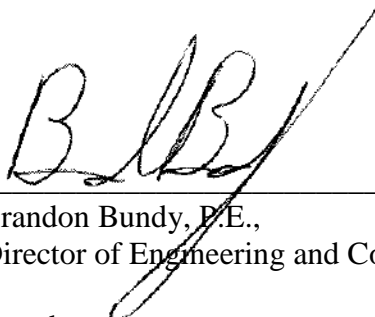
TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : November 8, 2022

SUBJECT : 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.

The attached change order is for the Reno Avenue resurfacing project. This change order is to add a pay item to the project contract to provide temporary paint during the asphalt-resurfacing phase. It is anticipated that much of the cost will be offset by less use of the flex tabs already in the contract.



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

Attachment

Oklahoma Department of Transportation Change Order

Contract ID	220044	Primary County	OKLAHOMA	Primary PCN	33124(04)
Change Order Nbr	002	Project	STP-255D(479)AG		
Contract Description	GRADE, DRAIN, SURFACE, AND BRIDGE CITY STREET (EAST RENO AVENUE): FROM MIDWEST BOULEVARD, EXTEND EAST IN MIDWEST CITY. PROJECT LENGTH = 1.214 MILES				
Change Order Type	CHANGE ORDER				
Zero Dollar Change Order	NO		Status	Pending	

General Change Order Description(s): This change order establishes line item 8000 for Construction Traffic Stripe (Paint) (4" Wide) to be used for the asphalt overlay on this project. This item was left off the plans and is needed to provide traffic guidance.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
33124(04)	8000	0300	857(A)9200	LF	\$0.30	0.00	0.00	20,000.00	20,000.00	
Item Description: CONSTR. TRAFFIC STR.(PAINT)(4" WIDE)									This Change:	\$6,000.00
Supplemental Description 1:									Prev Revised:	\$0.00
Supplemental Description 2:									New Revised:	\$6,000.00
									Bid Contract:	\$0.00
									Net Change:	\$6,000.00
									PCT Change:	100.00 %
Explanations: This item is established for temporary stripe for the Midwest City overlay.										

TOTAL VALUE FOR CHANGE ORDER 002 : \$6,000.00

Contract Time Adjustments

No contract time adjustments are associated with this change order.

Contract ID	220044	Primary County	OKLAHOMA	Primary PCN	33124(04)
Change Order Nbr	002	Project	STP-255D(479)AG		

Prime Contractor's Section

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

*Signature*_____
*Name(Printed)*_____
Company Title

Subscribed and sworn before me this _____ day of _____ year of _____

My commission expires _____

*Notary Public*_____
*Commission Number***Oklahoma Department of Transportation Section**

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

P.E. Seal

Residency Administration(R)
Field Division Administration(R)
Construction Administration(R)
Central Office Administration(R)

Department Personnel
Harlin, Christopher
January, Trenton
McIntosh, Derek Lee
Davis, Shawn

Approval Date_____
Signature

Contract ID	220044	Primary County	OKLAHOMA	Primary PCN	33124(04)
Change Order Nbr	002	Project	STP-255D(479)AG		

Local Government Section

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

City/County Official

Date Acknowledged



City of Midwest City 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: November 8, 2022

SUBJECT: Discussion and consideration, including any possible amendment of, declaring Sepsi, a 12-year-old retired police canine as surplus and authorizing retiring him to the Mission K9 Rescue.

Sepsi, a 12-year-old retired police canine has met his years of service. Due to the nature of these animals, it is being requested to retire him to the Mission K9 Rescue.

Staff recommends approval.

Sid Porter

Chief of Police

MEMO

To: Honorable Mayor and City Council

From: Bert Norton, Fire Chief

Date: November 8, 2022

Subject: Discussion and consideration for adoption, including any possible amendment, of declaring used fire station one / headquarters furniture and fixtures as surplus and authorizing their disposal by public auction, sealed bid or other means, if necessary.

Staff respectfully requests that the Council declare as surplus various used fire tools and equipment. These pieces of equipment have been replaced and no longer have any operational value to the Fire Department. The items are listed below:

- | | | | |
|----|---|---|--------------------------------|
| 8 | Student study cubicles | 2 | Wall mounted cabinets |
| 2 | Green fabric and walnut wood reception chairs | 1 | 36" Stainless commercial stove |
| 4 | Office desks | 1 | White reception desk & hutch |
| 23 | Rolling office chairs | 1 | Large dry erase board |
| 6 | Fixed based office chairs | 1 | Small dry erase board |
| 4 | Lateral file cabinets | 2 | 6' Glass display cases |

Staff recommends approval.



Bert Norton
Fire Chief



DISCUSSION ITEMS





City Attorney, Donald D. Maisch

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

MEMORANDUM

To: Mayor and Members of the City Council

From: Don Maisch City Attorney; through Sara Bana, Ward 5, City Council Member

Date: November 8, 2022

RE: 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. (D. Maisch, City Attorney; through S. Bana, Ward 5, City Council Member).

The proposed amendment to Chapter 2 Administration; Article II, City Council; Section 2-11, Time of regular meetings of council, is from Council Person, Sara Bana, Ward 5, and would change the number of meetings of the City Council to two (2) meetings a month, to give the City Council more oversight of the activities of the City Administration. The months of November and December would only have one meeting (second Tuesday of the month) due to the holidays.

This requested ordinance change was submitted to and reviewed by the Ordinance Review Committee at its October 18, 2022 meeting. The Ordinance Review Committee did not recommend approval of this ordinance change.

Respectfully submitted,

Sara Bana
Ward 5, City Council Member

ORDINANCE NO. _____

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 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, Chapter 2 Administration; Article II, City Council; Section 2-11, Time of regular meetings of council; is hereby amended to read as follows:

Sec. 2-11. - Time of regular meetings of council.

All regular meetings of the council of the city shall be held at or after 6:00 p.m., and shall be held as follows:

(1) ~~There shall be only one (1) regular meeting, in the months of November and December, which meeting shall be held on the second Tuesday;~~

(2) ~~There shall be only one (1) regular meeting in the months of January, February, March, April, May, July, August, September and October, which meeting shall be held on the fourth Tuesday; and~~

(3) ~~There there shall be two (2) regular meetings held in June each month, which meetings shall be held on the second and fourth Tuesday, except for the months of November and December, wherein there shall be one (1) regular meeting held on the second Tuesday of the month.~~

If the date of a regular meeting falls on a holiday recognized by the city, that meeting shall be held on the next day that is not a holiday.

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.

PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2022.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

1
2
3
4
5
6
7
8
9
10
11
12
13

ATTEST:

SARA HANCOCK, City Clerk

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

DONALD D. MAISCH, City Attorney

ORDINANCE NO. _____

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 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, Chapter 2 Administration; Article II, City Council; Section 2-11, Time of regular meetings of council; is hereby amended to read as follows:

Sec. 2-11. - Time of regular meetings of council.

All regular meetings of the council of the city shall be held at or after 6:00 p.m., there shall be two (2) regular meetings held each month, which meetings shall be held on the second and fourth Tuesday, except for the months of November and December, wherein there shall be one (1) regular meeting held on the second Tuesday of the month.

If the date of a regular meeting falls on a holiday recognized by the city, that meeting shall be held on the next day that is not a holiday.

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.

PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2022.

THE CITY OF MIDWEST CITY, OKLAHOMA

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



City Attorney, Donald D. Maisch

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

MEMORANDUM

To: Mayor and Members of the City Council

From: Don Maisch, City Attorney

Date: November 8, 2022

RE: 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. (D. Maisch, City Attorney).

The proposed amendment to Chapter 2 Administration; Article II, City Council; Section 2-11, Time of regular meetings of council, adds the month of January and May into the list of two regularly scheduled meetings for the month. Staff believes there is a need for two meetings in January due to the length of time between the December meeting and the current January meeting. Two meetings in the month of May already occur, one to discuss the draft budget with the City Council and the other as the regularly scheduled meeting.

This proposed amendment was heard by the Ordinance Review Committee at its October 18, 2022 meeting. The Ordinance Review Committee recommended approval of these amendments to the City Ordinances.

Respectfully submitted,

Donald D. Maisch
City Attorney

1
2
3
4
5
6
7
8
9
10
11

SARA HANCOCK, City Clerk

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

DONALD D. MAISCH, City Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

ORDINANCE NO. _____

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 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, Chapter 2 Administration; Article II, City Council; Section 2-11, Time of regular meetings of council; is hereby amended to read as follows:

Sec. 2-11. - Time of regular meetings of council.

All regular meetings of the council of the city shall be held at or after 6:00 p.m., and shall be held as follows:

(1) There shall be only one (1) regular meeting, in the months of November and December, which meeting shall be held on the second Tuesday;

(2) There shall be only one (1) regular meeting in the months of February, March, April, July, August, September and October, which meeting shall be held on the fourth Tuesday; and

(3) There shall be two (2) regular meetings held in January, May and June, which meetings shall be held on the second and fourth Tuesday.

If the date of a regular meeting falls on a holiday recognized by the city, that meeting shall be held on the next day that is not a holiday.

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.

PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2022.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

1
2
3
4
5
6
7
8
9
10
11

SARA HANCOCK, City Clerk

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

DONALD D. MAISCH, City Attorney



City Attorney, Donald D. Maisch

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

MEMORANDUM

To: Mayor and Members of the City Council

From: Don Maisch
City Attorney

Date: November 8, 2022

RE: 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.

Staff discovered a conflict between Section 13-71 and Section 13-73 of the City Ordinances for the City of Midwest City. To resolve the conflict, this proposed amendment is to amend Section 13-71, so that it and Section 13-73 no longer conflict. Amendments will allow fencing to be placed immediately adjacent to the Open Paved Storm Channel as requested by the City Council when previously considered.

The Ordinance Review Committee reviewed these proposed amendments to the City Ordinances at its October 18, 2022 meeting. The Ordinance Review Committee recommended approval of these City Ordinance amendments.

Respectfully submitted,

Donald D. Maisch
City Attorney

1 **ORDINANCE NO.** _____
2

3 AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 13
4 DRAINAGE AND FLOOD CONTROL, ARTICLE III, STORMWATER RUNOFF CONTROL,
5 SECTIONS 13-71, REQUIREMENTS RELATING TO IMPROVEMENTS, SECTION 13-73,
6 FIGURES; AND PROVIDING FOR REPEALER AND SEVERABILITY.

7
8 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:
9

10 **ORDINANCE**

11
12 **Section 1.** That the Midwest City Municipal Code, Chapter 13 Drainage and Flood Control, Article
13 III, Stormwater Runoff Control, Section 13-71, Requirements relating to improvements; is hereby
14 amended to read as follows:
15

16 Sec. 13-71. - Requirements relating to improvements.
17

18 (a) Bridges and culverts:
19

20 (1) All flow of water across continuous streets or alleys shall be through culverts or
21 bridges.
22

23 (2) Bridges and culverts shall be sized to accommodate a one-hundred (100) year
24 frequency rain without increasing the head water depth more than one (1) foot above the inside
25 top of the structure based on the drainage area involved. No "half street" structures shall be
26 permitted. Bridges and culverts located within creeks and channels which have been designated
27 on the Federal Emergency Management Agency Flood Insurance Rate Map as Zone A shall be
28 approved by the Federal Emergency Management Agency.
29

30 (3) Bridges and culverts shall be designed and constructed in accordance with
31 specification of the city and applicable Oklahoma Department of Transportation standards.
32

33 (b) Closed storm sewers: Closed storm sewers shall be constructed of precast, prefabricated
34 pipe or box sections or built-in-place pipe or concrete box designed to conform to construction
35 specifications of the city and applicable Oklahoma Department of Transportation standards to
36 serve a fifty-year frequency rain for the drainage area involved. Sizing shall be calculated in
37 accordance with section 13-70(2).
38

39 (c) Open paved storm drainage: Open paved storm drainage channels shall be constructed in
40 accordance with city specifications. Side slopes above the paved section shall be shaped and
41 sodded on a slope of four (4) horizontal to one vertical or flatter. ~~Fences shall not~~ may be erected
42 ~~below the shoulder of the sodded section, and in no case shall fences be closer than six (6) feet~~
43 ~~(measured horizontally) to the edge of the paved section~~ anywhere from immediately adjacent
44 to the open paved storm drainage channel or any distance away from the open paved storm
45 drainage channel.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

Section 2. That the Midwest City Municipal Code, Chapter 13 Drainage and Flood Control, Article III, Stormwater Runoff Control, Section 13-73, Figures; is hereby amended to read as follows:

Sec. 13-73. - Figures.

[See attached document for amendments to be inserted here].

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

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

PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2022.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

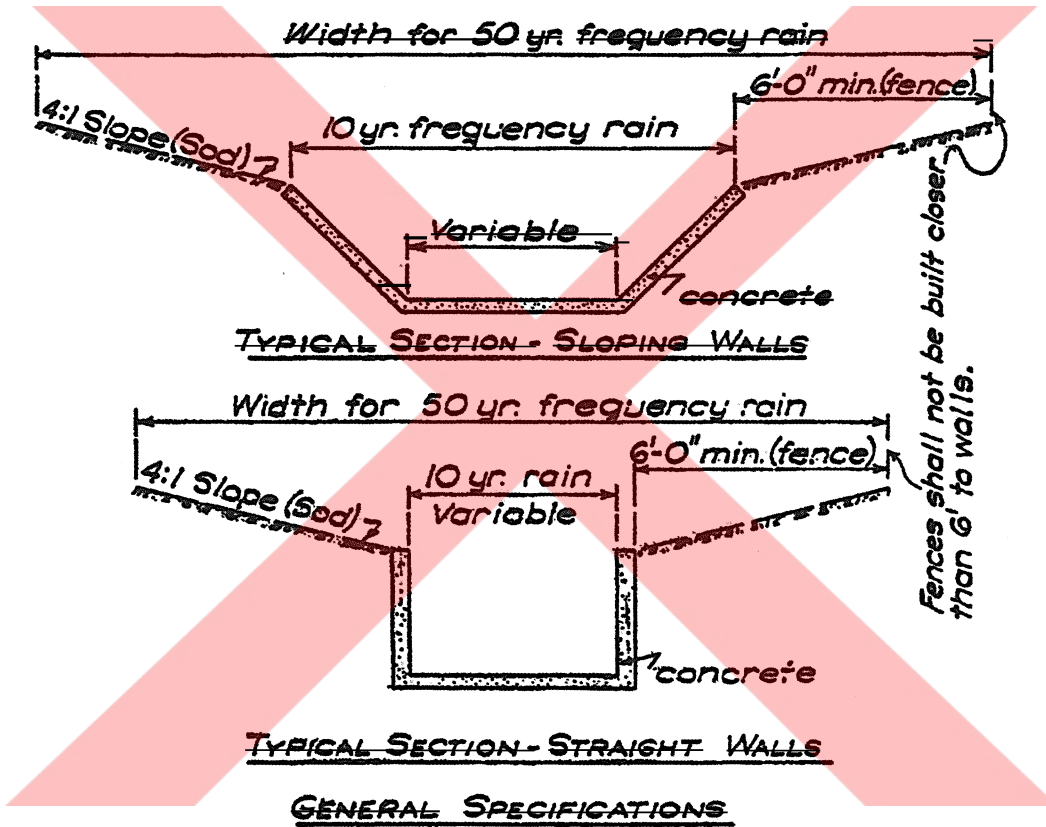
ATTEST:

SARA HANCOCK, City Clerk

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

DONALD D. MAISCH, City Attorney

(a) The following shall be "Figure B" and may be cited as such:



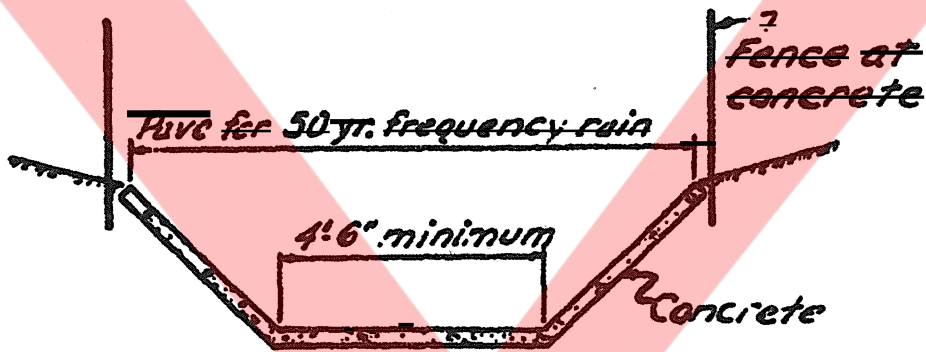
GENERAL SPECIFICATIONS

- ~~1. Use of sloping walls or straight walls is optional.~~
- ~~2. Construction of concrete lining to conform to City Specifications.~~
- ~~3. Straight walls to be designed to withstand earth pressures.~~
- ~~4. Sloping walls to have slope ratio of 1' horizontal to 1' vertical, or flatter.~~
- ~~5. Seded slope ratio to be 4' horizontal to 1' vertical, or flatter.~~

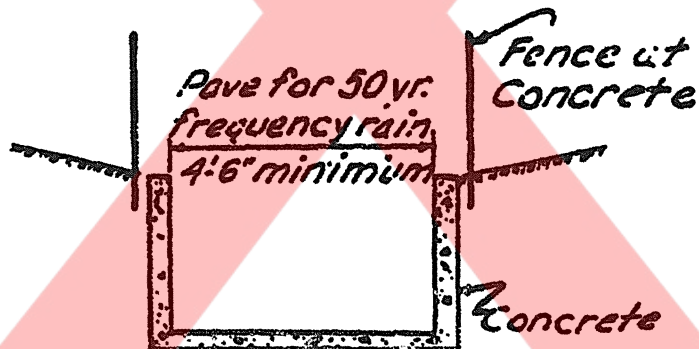
FIGURE B

FIGURE B

(b) The following shall be "Figure B-1" and may be cited as such;



TYPICAL SECTION- SLOPING WALLS



TYPICAL SECTION- STRAIGHT WALLS

GENERAL SPECIFICATIONS

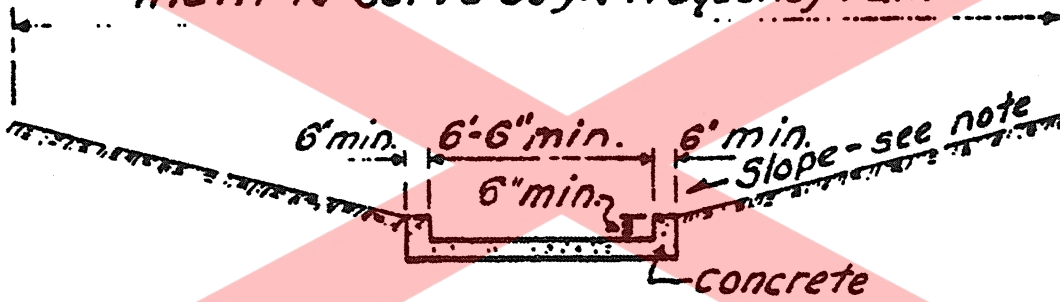
1. Concrete construction to conform to City Specifications.
2. Use of sloping walls or straight walls is optional.
3. Straight walls to be designed to withstand earth pressures.

FIGURE B-1

FIGURE B-1

(c) The following shall be "Figure C" and may be cited as such:

Width to serve 50 yr. frequency rain



TYPICAL SECTION

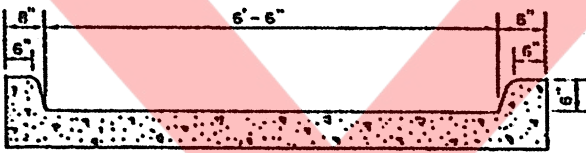
GENERAL SPECIFICATIONS

1. Slopes back of curb to have ratio of 4 horizontal to 1 vertical, or flatter.
2. Slopes to be sodded uniformly to permit mowing.
3. Concrete construction to conform to City Specifications.
4. This section to be constructed, only, in those locations outlined in General Policies and Requirements.

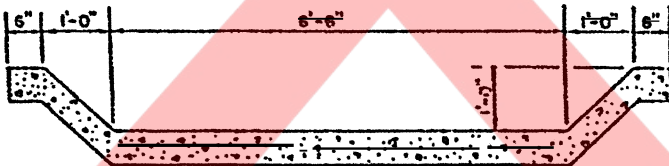
FIGURE C

FIGURE C

(Ord. No. 2186, § 1, 3-24-87)

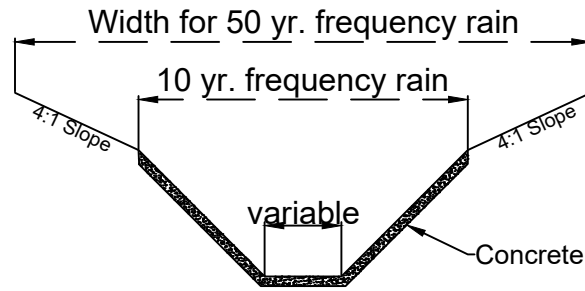


PARK SECTION

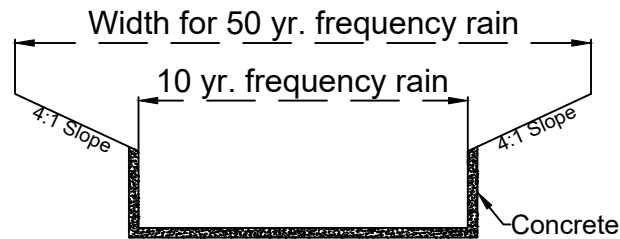


ALTERNATE
PARK SECTION

FIGURE C, Detail



Typical Section - Sloping Walls



Typical Section - Straight Walls

General Specification

1. Construction of concrete lining to conform to City Specifications
2. Straight walls to be designed to withstand earth pressures
3. Sloping walls to have slope ratio of 1' horizontal to 1' vertical, or flatter.
4. Sodded slope ratio to be 4' horizontal to 1' vertical, or flatter.

1 **Section 2.** That the Midwest City Municipal Code, Chapter 13 Drainage and Flood Control, Article
2 III, Stormwater Runoff Control, Section 13-73, Figures; is hereby amended to read as follows:

3
4 Sec. 13-73. - Figures.

5
6 [See attached document for amendments to be inserted here].

7
8 **Section 3.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
9 repealed.

10
11 **Section 4.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
12 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
13 of the ordinance.

14
15 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
16 Oklahoma, this _____ day of _____, 2022.

17
18 **THE CITY OF MIDWEST CITY, OKLAHOMA**

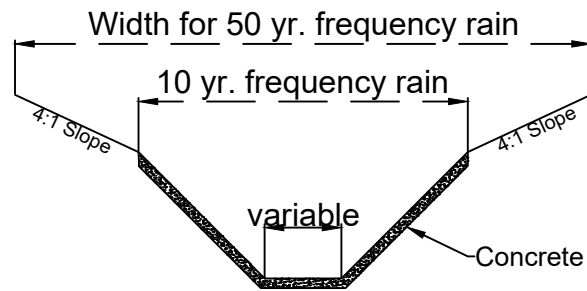
19
20
21 _____
22 MATTHEW D. DUKES, II, Mayor

23
24 ATTEST:

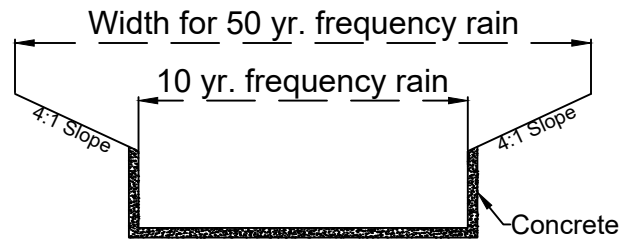
25
26 _____
27 SARA HANCOCK, City Clerk

28
29 Approved as to form and legality this ____ day of _____, 2022.

30
31
32 _____
33 DONALD D. MAISCH, City Attorney



Typical Section - Sloping Walls



Typical Section - Straight Walls

General Specification

1. Construction of concrete lining to conform to City Specifications
2. Straight walls to be designed to withstand earth pressures
3. Sloping walls to have slope ratio of 1' horizontal to 1' vertical, or flatter.
4. Sodded slope ratio to be 4' horizontal to 1' vertical, or flatter.



City Attorney, Donald D. Maisch

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

MEMORANDUM

To: Mayor and Members of the City Council

From: Mike Stroh, Director, Neighborhood Services

Date: November 8, 2022

RE: 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. (M. Stroh – Director, Neighborhood Services).

The proposed amendment to Chapter 27, Nuisances; Article I, In General; Section 27-2, Declared unlawful; penalties would amend the Administrative Fee from \$265.00 return it to \$200.00.

Chapter 27 Nuisances; Article II, Weeds and Trash; Section 27-28, Accumulation of rubbish declared a nuisance; penalty, will allow staff or city contractors to pick up and dispose of any and all rubbish determined to be a nuisance on private property, including any additional rubbish found, and access the cost of removal upon the land owner.

The Ordinance Review Committee reviewed and recommended for approval these amendments. Additionally, the Ordinance Review Committee recommended changes in the notices that are provided for Rubbish, Weeds and Grass and Trash and Debris. The 6 month language was added to the Rubbish notice and the 6 month language was bolded in all three notices. An example of the Rubbish revised notice is included.

Respectfully submitted,

Mike Stroh,
Director, Code Enforcement



The City of Midwest City

Neighborhood Services Department

Code Enforcement - Neighborhood Initiative - Property Maintenance

Notice and Order

September 30, 2022

Property Owner:

Description of Property:

Violation Address:

Tax Roll #:

Legal Description:

Case #: CE-22-07021 - Rubbish

Midwest City Ordinance (MCO) Article II Section 27 states in part: Allowing rubbish to accumulate or remain on private property shall be deemed a nuisance. It shall thus be unlawful to allow rubbish to remain upon the premises of any private property. Rubbish shall mean combustible or noncombustible waste materials, except for trash or garbage, primarily derived from an organic nature, including but not limited to residue from the burning of wood, coal, coke and other combustible materials, wood or wood productions, tree branches and limbs, yard waste, grass clippings and trimmings, shrubbery or plant cuttings leaves, mulch, dirt, manure or fodder or other similar materials. If the above listed violation is not abated within 10 days from the date of this notice, the city may abate the nuisance by removing such rubbish with the cost of such removal to be assessed to the owner or responsible party of the property. **Any rubbish anywhere on the owners property occurring within six (6) months after the removal of rubbish on the property pursuant to such notice, may be summarily abated, whether abated by the City or owner/occupant or agent, or by the municipal governing body; and that the costs of such abatement shall be assessed against the owner; and that a lien may be imposed on the property to secure such payment, all without further prior notice to the property owner.** In addition, a complaint or complaints may be filed against such owner in Municipal Court, and may be fined in an amount not to exceed five hundred dollars (\$500,00), plus court costs. Until paid, such cost shall constitute a debt to the city collectible in any manner as provided under local or state laws, including the filing of a lien, or other available debt collection remedies. In addition, a complain or complaints may be filed against such owner in Municipal Court, or both abatement and complaint. If you do not understand the violation, or if you wish to appeal the notice, please contact our office, 405.739.1005, within ten days of the date of this notice.

Help us to make Midwest City a cleaner place.

Comments: Please remove any and all brush from property, to include any piles, broken branches/ limbs still in trees that are touching the ground. Special pickups are available thru PWA at 405-739-1066; Compost facility at N.E. 36/ MW Blvd is open T/R/S 8a-3p w proof of residence & DL. To include pile of brush in driveway.

Elyse Cummings
Code Enforcement Officer

1 **ORDINANCE NO. _____**

2
3 AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 27
4 NUISANCES; ARTICLE II, WEEDS AND TRASH; SECTION 27-28, ACCUMULATION OF
5 RUBBISH DECLARED A NUISANCE; PENALTY; PROVIDING FOR REPEALER AND
6 SEVERABILITY.

7
8 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

9
10 **Sec. 27-28. - Accumulation of rubbish declared a nuisance; penalty.**

11 **ORDINANCE**

12
13
14 **Section 1.** That the Midwest City Municipal Code, Chapter 27 Nuisances; Article I, In General;
15 Section 27-2, Declared unlawful; penalties; is hereby amended to read as follows:

16
17 (a) It shall be unlawful for the owner or responsible party to create or maintain a public nuisance
18 within the city or to permit a public nuisance to remain on premises within the city.

19
20 (b) The punishment for every violation of this chapter shall be as set out in section 1-15 of this
21 Code. Each day a violation of this chapter continues shall constitute a separate offense of this
22 chapter, and the fines associated with the offense shall increase for each subsequent violation that
23 occurs within the calendar year, January 1 to December 31, as set out in section 1-15.

24
25 (c) Where the city must abate a nuisance, there shall be assessed to the owner of the property an
26 administrative fine of two hundred and sixty five dollars (~~\$265.00~~) (\$200.00) for each abatement
27 contract for the property. For any abatement performed pursuant to section 27-14, the
28 administrative fine may be assessed to either the owner of the property and/or the box owner.

29
30 **Section 2.** That the Midwest City Municipal Code, Chapter 27 Nuisances; Article II, Weeds and
31 Trash; Section 27-28, Accumulation of rubbish declared a nuisance; penalty; is hereby amended
32 to read as follows:

33
34 (a) Allowing rubbish to accumulate or remain on private property shall be deemed a nuisance. It
35 shall thus be unlawful to allow rubbish to remain upon the premises of any private property, except
36 for the following circumstances:

37 (1) Tree limbs or other approved combustible materials piled, stacked and ready for
38 burning and located in a designated area approved for burning by the fire department, after having
39 obtained a city burn permit and awaiting approval from the city to burn said approved materials
40 for a time period not to exceed three (3) months, regardless of the duration of the burn permit,
41 unless an extension has been granted in writing and prior to the expiration of three (3) months from
42 the date the burn pile has been inspected and the permit issued;

43 (2) Rubbish which has been scheduled for pickup by the city or a third party contractor
44 operating within the city;

45 (3) Tree limbs or other vegetative debris which has been gathered and stacked by the
46 curblineline of the property after a naturally occurring disaster or due to inclement weather conditions

1 which affect a significant area of the city and for which the city has established a scheduled pickup
2 for such debris.

3
4 (b) Debris from storm damage must be cleared from improved and maintained wooded areas
5 where cultivated vegetation or lawn grasses are located within sixty (60) days from the date of the
6 storm causing the damage, unless an extension of the time is granted by the city for good cause
7 demonstrated by the owner or responsible party of the property.

8
9 (c) Private property in excess of one (1) acre, including unimproved wooded areas, shall be
10 maintained to include a twenty-foot perimeter free of fallen limbs and downed trees along property
11 lines adjacent to neighboring improved property.

12
13 (d) A ten-day notice shall be given to the owner or responsible party of any property deemed in
14 violation of this section, pursuant to the provisions of subsection 27-8(c) of this Code, after which
15 the city may abate the rubbish discovered that caused the nuisance and any additional rubbish
16 found while abating the property by removing such rubbish with the cost of such removal,
17 including the cost for the removal of any additional rubbish found, shall to be assessed to the owner
18 or responsible party of the property. The notice shall state that any accumulations of ~~trash or weeds~~
19 rubbish on the owner's property occurring within six (6) months after the removal of ~~trash or weeds~~
20 rubbish on the property pursuant to such notice may be summarily abated by the municipal
21 governing body, unless the property owner has been issued a burn permit from the fire department;
22 that the costs of such abatement shall be assessed against the owner; and that a lien may be imposed
23 on the property to secure such payment, all without further prior notice to the property owner. Any
24 chains, locks or other similar devices used to secure any portion of the property where such
25 violation exists shall be removed by the owner and/or responsible party or, such devices will be
26 removed by the city or their representative without liability to the city or it's representative by the
27 owner and/or responsible party. After abatement, the city clerk shall send a statement of the cost
28 of such abatement, including the city's administrative expenses, to the owner of the property. Until
29 paid, such cost shall constitute a debt to the city collectible in any manner as provided under local
30 or state laws, including the filing of a lien, or other available debt collection remedies.

31
32 (e) In addition to abatement by removal as indicated in subsection (d) of this section, the owner
33 or responsible party, upon conviction of creating, maintaining, permitting or allowing a nuisance
34 upon the premises, may be fined as set out in section 1-15.

35
36 **Section 3.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
37 repealed.

38
39 **Section 4.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
40 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
41 of the ordinance.

42

1 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
2 Oklahoma, this _____ day of _____, 2022.

3
4 **THE CITY OF MIDWEST CITY, OKLAHOMA**

5
6
7 _____
8 MATTHEW D. DUKES, II, Mayor

9
10 ATTEST:
11
12
13 _____
14 SARA HANCOCK, City Clerk

15
16
17 Approved as to form and legality this _____ day of _____, 2022.

18
19
20 _____
21 DONALD D. MAISCH, City Attorney

1 **ORDINANCE NO.** _____
2

3 AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 27
4 NUISANCES; ARTICLE II, WEEDS AND TRASH; SECTION 27-28, ACCUMULATION OF
5 RUBBISH DECLARED A NUISANCE; PENALTY; PROVIDING FOR REPEALER AND
6 SEVERABILITY.

7
8 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:
9

10 **Sec. 27-28. - Accumulation of rubbish declared a nuisance; penalty.**

11 **ORDINANCE**

12
13
14 **Section 1.** That the Midwest City Municipal Code, Chapter 27 Nuisances; Article I, In General;
15 Section 27-2, Declared unlawful; penalties; is hereby amended to read as follows:
16

- 17 (a) It shall be unlawful for the owner or responsible party to create or maintain a public nuisance
18 within the city or to permit a public nuisance to remain on premises within the city.
19
20 (b) The punishment for every violation of this chapter shall be as set out in section 1-15 of this
21 Code. Each day a violation of this chapter continues shall constitute a separate offense of this
22 chapter, and the fines associated with the offense shall increase for each subsequent violation that
23 occurs within the calendar year, January 1 to December 31, as set out in section 1-15.
24
25 (c) Where the city must abate a nuisance, there shall be assessed to the owner of the property an
26 administrative fine of two hundred dollars (\$200.00) for each abatement contract for the property.
27 For any abatement performed pursuant to section 27-14, the administrative fine may be assessed
28 to either the owner of the property and/or the box owner.
29

30 **Section 2.** That the Midwest City Municipal Code, Chapter 27 Nuisances; Article II, Weeds and
31 Trash; Section 27-28, Accumulation of rubbish declared a nuisance; penalty; is hereby amended
32 to read as follows:
33

- 34 (a) Allowing rubbish to accumulate or remain on private property shall be deemed a nuisance. It
35 shall thus be unlawful to allow rubbish to remain upon the premises of any private property, except
36 for the following circumstances:
37 (1) Tree limbs or other approved combustible materials piled, stacked and ready for
38 burning and located in a designated area approved for burning by the fire department, after having
39 obtained a city burn permit and awaiting approval from the city to burn said approved materials
40 for a time period not to exceed three (3) months, regardless of the duration of the burn permit,
41 unless an extension has been granted in writing and prior to the expiration of three (3) months from
42 the date the burn pile has been inspected and the permit issued;
43 (2) Rubbish which has been scheduled for pickup by the city or a third party contractor
44 operating within the city;

1 (3) Tree limbs or other vegetative debris which has been gathered and stacked by the
2 curbline of the property after a naturally occurring disaster or due to inclement weather conditions
3 which affect a significant area of the city and for which the city has established a scheduled pickup
4 for such debris.

5
6 (b) Debris from storm damage must be cleared from improved and maintained wooded areas
7 where cultivated vegetation or lawn grasses are located within sixty (60) days from the date of the
8 storm causing the damage, unless an extension of the time is granted by the city for good cause
9 demonstrated by the owner or responsible party of the property.

10
11 (c) Private property in excess of one (1) acre, including unimproved wooded areas, shall be
12 maintained to include a twenty-foot perimeter free of fallen limbs and downed trees along property
13 lines adjacent to neighboring improved property.

14
15 (d) A ten-day notice shall be given to the owner or responsible party of any property deemed in
16 violation of this section, pursuant to the provisions of subsection 27-8(c) of this Code, after which
17 the city may abate the rubbish discovered that caused the nuisance and any additional rubbish
18 found while abating the property by removing such rubbish with the cost of such removal,
19 including the cost for the removal of any additional rubbish found, shall be assessed to the owner
20 or responsible party of the property. The notice shall state that any accumulations of rubbish on
21 the owner's property occurring within six (6) months after the removal of rubbish on the property
22 pursuant to such notice may be summarily abated by the municipal governing body, unless the
23 property owner has been issued a burn permit from the fire department; that the costs of such
24 abatement shall be assessed against the owner; and that a lien may be imposed on the property to
25 secure such payment, all without further prior notice to the property owner. Any chains, locks or
26 other similar devices used to secure any portion of the property where such violation exists shall
27 be removed by the owner and/or responsible party or, such devices will be removed by the city or
28 their representative without liability to the city or it's representative by the owner and/or
29 responsible party. After abatement, the city clerk shall send a statement of the cost of such
30 abatement, including the city's administrative expenses, to the owner of the property. Until paid,
31 such cost shall constitute a debt to the city collectible in any manner as provided under local or
32 state laws, including the filing of a lien, or other available debt collection remedies.

33
34 (e) In addition to abatement by removal as indicated in subsection (d) of this section, the owner
35 or responsible party, upon conviction of creating, maintaining, permitting or allowing a nuisance
36 upon the premises, may be fined as set out in section 1-15.

37
38 **Section 3.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
39 repealed.

40
41 **Section 4.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
42 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
43 of the ordinance.

44

1 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
2 Oklahoma, this _____ day of _____, 2022.

3
4 **THE CITY OF MIDWEST CITY, OKLAHOMA**

5
6
7 _____
8 MATTHEW D. DUKES, II, Mayor

9
10 ATTEST:
11
12
13 _____
14 SARA HANCOCK, City Clerk

15
16
17 Approved as to form and legality this _____ day of _____, 2022.

18
19
20 _____
21 DONALD D. MAISCH, City Attorney

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : November 8, 2022

SUBJECT : 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.

Summary:

Currently, the code requires a minimum sidewalk width of 4 ft. but staff suggests that it be updated to comply with current code and standards and be a minimum of 5 ft. wide.

At the special meeting of the Ordinance Oversight Review Committee, October 18th 2022, the committee reviewed the ordinance and approved the changes in the unanimous vote.

At the special meeting of the Americans with Disabilities Act (ADA) Transition Committee, May 23rd, 2022, the committee reviewed the ordinance and recommended a minimum width of 5 ft. be considered before the Ordinance Oversight Review Committee.

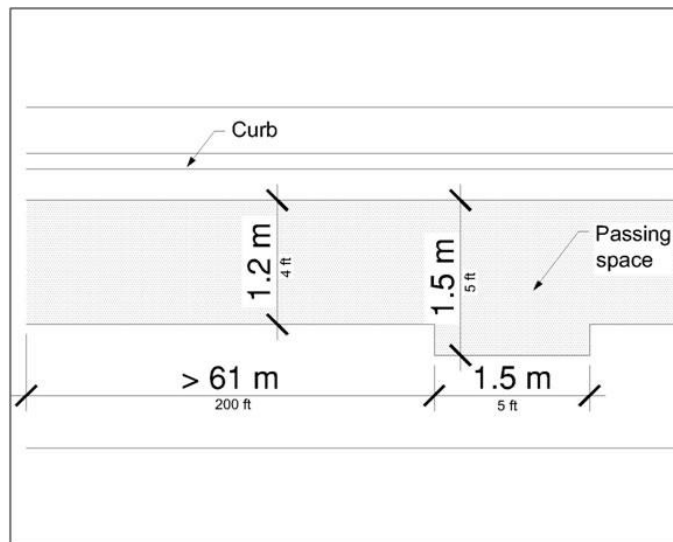
At the regular meeting of the Sidewalk Committee, February 22nd 2022, the committee reviewed the ordinance and recommended a minimum width of 5 ft. be considered before the Ordinance Oversight Review Committee.

The updated code will bring the City into compliance with this standard. In addition to the revisions from ADA, we propose deleting the existing exhibit which is covered in depth by our construction standards as well as deleting the paragraphs related to grandfathering current subdivisions. When this ordinance was originally passed in 1986, sidewalks were not standard practice; since that time, all subdivisions and commercial are required to have sidewalks unless waived by Council. As such, the old paragraphs related to the original passing need deleted to eliminate confusion.

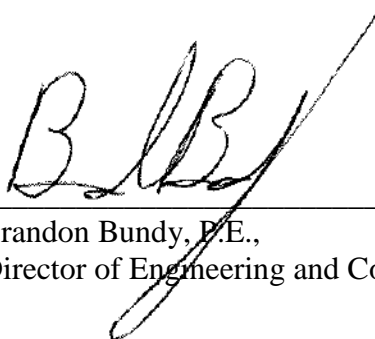
Supporting Code:

The 2010 ADA Standards for Accessible Design are the current federal standard regarding ADA requirements. Sidewalks on public right of way are under the jurisdiction of the Public Rights-of-Way Access Advisory Committee (PROWAG)

- R302.3 Continuous Width: Except as provided in R302.3.1 and R302.3.2, the continuous clear width of pedestrian access routes shall be 4.0 ft. minimum, exclusive of the width of the curb.
- R302.4 Passing Spaces: Where the clear width of pedestrian access routes is less than 5.0 ft., passing spaces shall be provided at intervals of 200.0 feet maximum. Passing spaces shall be 5.0 ft. minimum by 5.0 ft. minimum. Passing spaces are permitted to overlap pedestrian access routes.



Therefore, our current code does not address the absolute minimum as set that there be passing spaces. To simplify code, staff recommends that the minimum be set at 5 ft. wide. In practice, for the past 8 years, all sidewalks constructed under guidance of Community Development have had a typical 5 ft. wide cross section minimum. Midwest City's ADA Transition Committee has discussed this very issue multiple times. 4 ft. is simply too narrow for anyone to pass a wheelchair. It is also uncomfortable to walk side by side on anything less than 5 ft.



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

Attachments

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36

ORDINANCE NO. _____

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

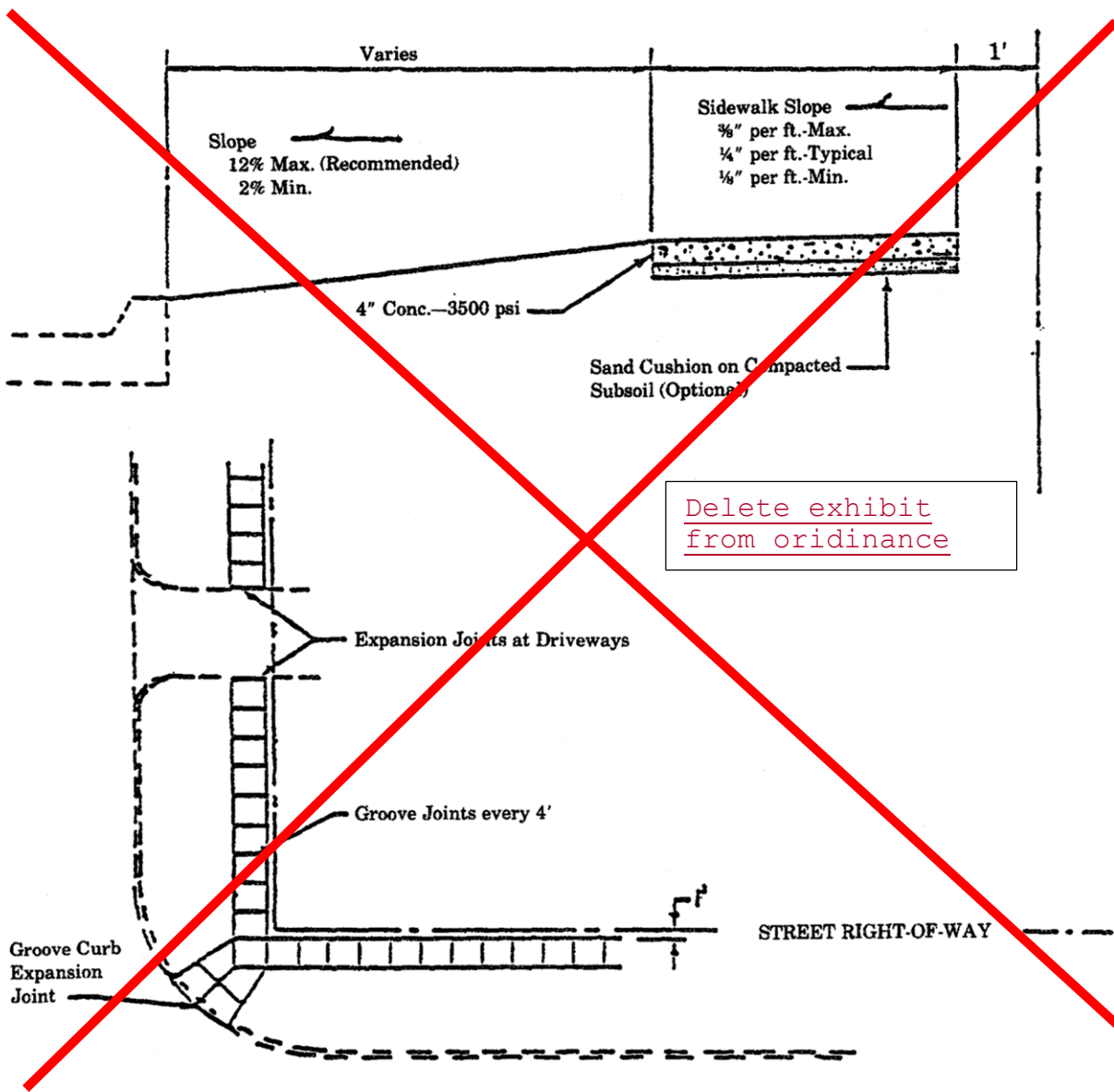
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

SECTION 1. That Midwest City Code, Chapter 37, Streets and Sidewalks, Section 37-67, Construction of Sidewalk, is hereby amended to read as follows:

Sec. 37-67. - Construction of sidewalk.

- ~~(a) In all residential subdivisions, approved after the passage of this Ordinance No. 2086, sidewalks shall not be required.~~
- ~~(b)~~ (a) In subdivisions where sidewalks have been installed partially, the following requirements shall be applicable:
 - (1) When sidewalks exist partially on both sides of a street, the sidewalks on both sides of the street shall be continued to the intersecting streets.
 - (2) When sidewalks exist partially on only one side of a street, sidewalks on that side of the street shall be continued to the intersecting streets.
 - (3) When a sidewalk exists along the full length of a street between intersecting streets and no sidewalks exist on the other side of the subject street, no sidewalks shall be required on the side where no sidewalk exists.
 - (4) When a sidewalk exists on the circular part of a cul-de-sac, the sidewalk shall be continued on both sides of the street to the intersecting street.
- ~~(c) In those subdivisions approved prior to passage of this Ordinance No. 2086, where no sidewalks have been constructed at the time of adoption of this Ordinance No. 2086, no sidewalk shall be required.~~
- ~~(d) Any sidewalk requirements for multi-family, office, commercial, institutional or industrial uses required under Ordinance No. 1853 shall not be applicable on any building permit application under review, any building under construction, or any use under a temporary certificate of occupancy at the passage of this Ordinance No. 2086.~~
- ~~(e)~~ (b) (Sidewalks required in section ~~(b)~~ (a) above, shall be included in the paving/driveway permit obtained from the City of Midwest City. Sidewalks shall be constructed to a minimum width of ~~four (4)~~ five (5) feet and shall be placed into the street right-of-way one (1) foot off the property line and constructed as per standard drawing specifications on file in the city engineer's office.
- ~~(f)~~ (c) If topographic or other physical conditions on the land will make strict application of this section result in exceptional practical difficulties, the city engineer is hereby authorized to allow such relocation or realignment of sidewalks as is necessary for its installation.
- ~~(g)~~ (d) Sidewalks, where required, shall be part of the requirements for a building permit. No final certificate of occupancy or final water service shall be approved until all sidewalks have been installed.
- ~~(h) In a planned unit development, or in a neighborhood unit concept which was approved prior to the adoption of this Ordinance No. 2086, no sidewalks shall be required.~~
- (e) All sidewalks built on City right of way or easement shall be built to meet or exceed the American with Disabilities Act (ADA) and the current standards outlined by the United States Access Board.



Delete exhibit from ordinance

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 portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the _____ day of _____, 2022.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

DONALD MAISCH, City Attorney

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

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

ORDINANCE

SECTION 1. That Midwest City Code, Chapter 37, Streets and Sidewalks, Section 37-67, Construction of Sidewalk, is hereby amended to read as follows:

Sec. 37-67. - Construction of sidewalk.

- (a). In subdivisions where sidewalks have been installed partially, the following requirements shall be applicable:
 - (1). When sidewalks exist partially on both sides of a street, the sidewalks on both sides of the street shall be continued to the intersecting streets.
 - (2). When sidewalks exist partially on only one side of a street, sidewalks on that side of the street shall be continued to the intersecting streets.
 - (3). When a sidewalk exists along the full length of a street between intersecting streets and no sidewalks exist on the other side of the subject street, no sidewalks shall be required on the side where no sidewalk exists.
 - (4). When a sidewalk exists on the circular part of a cul-de-sac, the sidewalk shall be continued on both sides of the street to the intersecting street.
- (b). Sidewalks required in section (a) above, shall be included in the paving/driveway permit obtained from the City of Midwest City. Sidewalks shall be constructed to a minimum width of five (5) feet and shall be placed into the street right-of-way one (1) foot off the property line and constructed as per standard drawing specifications on file in the city engineer's office.
- (c). If topographic or other physical conditions on the land will make strict application of this section result in exceptional practical difficulties, the city engineer is hereby authorized to allow such relocation or realignment of sidewalks as is necessary for its installation.
- (d). Sidewalks, where required, shall be part of the requirements for a building permit. No final certificate of occupancy or final water service shall be approved until all sidewalks have been installed.
- (e). All sidewalks built on City right of way or easement shall be built to meet or exceed the American with Disabilities Act (ADA) and the current standards outlined by the United States Access Board.

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 portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the _____ day of _____, 2022.

ATTEST: THE CITY OF MIDWEST CITY, OKLAHOMA

SARA HANCOCK, City Clerk _____
MATTHEW D. DUKES II, Mayor

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

DONALD MAISCH, City Attorney



NEW BUSINESS/
PUBLIC DISCUSSION





MUNICIPAL AUTHORITY AGENDA

City Hall - Midwest City Municipal Court, 100 N. Midwest Boulevard

November 08, 2022 – 6:01 PM

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

A. CALL TO ORDER.

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

1. Discussion and consideration for adoption, including any possible amendment of the October 25, 2022 meeting minutes. (Secretary - S. Hancock)

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. (Finance - T. Cromar)

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. (R. Paul Streets - Public Works)

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

D. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City Municipal Authority Minutes

October 25, 2022

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

Chairman Matt Dukes called the meeting to order at 7:45 PM with following members present:

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

Absent: Trustee Susan Eads and Trustee Rick Favors

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

1. Discussion and consideration for adoption, including any possible amendment of the September 27, 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.
3. Discussion and consideration of accepting the monthly report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending September 30, 2022.

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

ADJOURNMENT.

There was no further business, Chairman Dukes adjourned the meeting at 7:45 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: November 8, 2022

SUBJECT: 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.

The first supplement is needed to budget new project for evaluation services for Water Resource Recovery Facility. The second supplement is needed to budget estimated expenditures for John Conrad Landscaping Project. The third and fourth supplements are needed to budget transfer from Capital Improvement Revenue Bond Fund to FF&E Reserve Fund to be used to reimburse General Government Sales Tax Fund for purchase of items related to hotel remodel project.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS
November 8, 2022

Fund WASTEWATER (192)		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>
43	Wastewater			132,900	
		<u>0</u>	<u>0</u>	<u>132,900</u>	<u>0</u>
Explanation: To budget evaluation services for Water Resource Recovery Facility. Funding to come from fund balance.					

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			33,380	
		<u>0</u>	<u>0</u>	<u>33,380</u>	<u>0</u>
Explanation: To budget John Conrad Landscaping Project expenses. Funding to come from donation revenue (\$25,736), transfer in from Hospital Authority Fund (\$5,000) made in fiscal year 2021-2022 and Golf Fund fund balance (\$2,644).					

Fund CAPITAL IMPROVEMENT REVENUE BOND (250)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
0	Transfers Out			99,585	
		<u>0</u>	<u>0</u>	<u>99,585</u>	<u>0</u>
Explanation: To budget transfer to FF&E Reserve Fund to reimburse General Government Sales Tax Fund for purchase of items for hotel remodel project. 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>
0	Transfers In	99,585			
		<u>99,585</u>	<u>0</u>	<u>0</u>	<u>0</u>
Explanation: To budget transfer in from Capital Improvement Revenue Bond Fund to be used to reimburse General Government Sales Tax Fund for purchase of items for hotel remodel project.					



Public Works Administration

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

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Sanitation Supervisor

jsummers@midwestcityok.org

(405) 739-1041

www.midwestcityok.org

Memorandum

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: November 08, 2022

Subject: 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.

The Sanitation Department respectfully requests that the Municipal Authority declare as surplus; unit number 410314 VIN # 3BPZL00XIAF720003, a front loading refuse truck, thereby meeting the rules of the grant awarded to Midwest City by the Association of Oklahoma Governments (ACOG) and the Department of Environmental Quality (ODEQ) through their "On-Road Program". This requires that the diesel-powered equipment be removed from service and destroyed or scrapped. Unit 410314 has no other operational value or application for the City of Midwest City. The ODEQ "On-Road Program" will provide financial assistance in the amount of \$200,000.00 toward the purchase of a new class 8 CNG front-loading refuse truck. The Municipal Authority agrees to complete scrappage of all replacement vehicles/engines, "scrapped" shall mean to render inoperable and available for recycle, and, at a minimum, to specifically cut a 3-inch hole in the engine block for all engines. If any eligible vehicle will be replaced as part of the project, "scrapped" shall also include the disabling of the chassis by cutting the vehicle's frame rails completely in half. The Municipal Authority agrees to provide proof of scrappage to the lead agency as a condition of, and prior to reimbursement, and failure to provide adequate proof of scrappage shall result in forfeiture of awarded funds.

Action is at the discretion of the Municipal Authority.

Respectfully,

R. Paul Streets
Public Works Director

11/13/2020

City of Midwest City

9:54:55 AM

Equipment ID Listing

Equipment#/ Serv Ind	Asset#/ License	Miscellaneous Id	DEPARTMENT	Class	Cost Ctr	Profit Ctr	purchase\$
410314	KEY # 154	FRONT LOADER	41	26	01	DIESEL	218323
Down	CI12367 OK						
		<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Serial#</u>	<u>Current Meter Readings</u>	
	Chassis:	2009	PETERBILT	320	3BPZL00X1AF720003	14,645	Hours
	Engine:		CUMMS	ISM	35250863		
	Transmission:		ALLISON	4500 RDS-P	6610274577 5 SPEED AUTO		
	Comp1:		SANITATION	NOT TAKE HOME	PUBLIC WORKS LOT		
	Comp2:		SANITATION	TAG			

**OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY
ON-ROAD PROGRAM
MEMORANDUM OF AGREEMENT**

AWARDEE NAME: City of Midwest City

This Memorandum of Agreement (“Agreement”) is by and between the Oklahoma Department of Environmental Quality (hereinafter, “Lead Agency”) and City of Midwest City (hereinafter “Awardee”). The project to be completed is described below and shall be completed pursuant to the terms and conditions set forth below.

The Lead Agency and Awardee, in consideration of the mutual pledges below, agree to the following:

ARTICLE I. PURPOSE

1.1 The purpose of this Agreement is to provide financial assistance in order for Awardee to replace eligible diesel vehicles/engines to reduce nitrogen oxides (“NOx”).

1.2 On-Road Program is funded by the Volkswagen Diesel Emissions Environmental Mitigation Trust (“Trust”) and is operated in accordance with the Volkswagen Environmental Mitigation Trust Agreement for State Beneficiaries (“Trust Agreement”) and the Oklahoma Beneficiary Mitigation Plan (“BMP”).

ARTICLE II. DESCRIPTION OF THE APPROVED PROJECT

2.1 Awardee’s approved project will consist of:

Qty	Old Vehicle Description	New Vehicle Description	Amount
1	2009 Class 8 Diesel Refuse Truck, fleet#410314, VIN 3BPZL00X1AF720003	Class 8 CNG Refuse Truck	\$200,000.00

ARTICLE III. AWARDEE NOT EXCUSED

3.1 Upon entry of this Agreement, Awardee agrees, without limitation, to be bound by all terms and conditions of the Trust Agreement and its appendices, the Oklahoma BMP, and the On-Road Grant Solicitation. Failure by Awardee to comply with said terms and conditions could result in the forfeiture of awarded funds.

3.2 Nothing in this Agreement excuses Awardee from its obligation to comply with all applicable federal, state, and local statutes, rules, and/or ordinances. Compliance with all applicable federal, state, and local statutes, rules, ordinances, and the terms and conditions of this Agreement is the responsibility of the Awardee, without reliance on or direction by Lead Agency. Awardee agrees that it has followed and will follow all applicable law and will assume full responsibility for its decisions in that regard.

ARTICLE IV. AWARD ACTIVITIES

4.1 Awardee agrees to complete all On-Road Program projects described herein and/or complete all purchases and submit all invoices for reimbursement no later than June 30, 2023. An extension may be granted subject to paragraphs 4.7 and 4.11 herein. Requests for extension must be received by Lead Agency no later than May 31, 2023.

4.2 Awardee agrees and represents that all vehicles/engines being replaced pursuant to this award are diesel fueled.

4.3 Awardee agrees that all vehicles/engines being replaced satisfy the requirements in the Program Eligibility section of the On-Road Grant Solicitation.

4.3.1. Awardee agrees that all vehicles/engines being replaced have an engine model year (EMY) 2009 or older.

4.3.2. Awardee agrees that all vehicles/engines being replaced have a Gross Vehicle Weight Rating (GVWR) that falls within the Federal Highway Administration Vehicle Classes 4-8.

4.3.3. Awardee agrees that all vehicles/engines being replaced are operational, registered and used in Oklahoma for two (2) years preceding the On-Road Grant Solicitation release.

4.4 Awardee agrees to implement the idling reduction program as described in its attached application.

4.5 Awardee agrees to make every effort to ensure the vehicles/engines being funded pursuant to this award remain in service in the State of Oklahoma for a minimum of five (5) years.

4.6 Awardee agrees to maintain and install, if applicable, all vehicles and equipment in accordance with manufacturer specifications.

4.7 Awardee must take title of the replacement vehicle/engine by no later than the end of the project period. Project periods will not be extended to complete any financing term that has not resulted in Awardee's ownership of title by the end of the project period.

4.8 Lead Agency reserves the right to conduct site visits in order to inspect vehicles and equipment subject to this Agreement at any time throughout the duration of this Agreement.

4.9 Awardee agrees to complete scrappage of all replacement vehicles/engines. Pursuant to Appendix D-2 of the State Environmental Mitigation Trust, "scrapped" shall mean to render inoperable and available for recycle, and, at a minimum, to specifically cut a 3-inch hole in the engine block for all engines. If any Eligible Vehicle will be replaced as part of a project, "scrapped" shall also include the disabling of the chassis by cutting the vehicle's frame rails completely in half.

4.10 Awardee agrees that proof of scrappage will be provided to Lead Agency as a condition of and prior to reimbursement, and failure to provide adequate proof of scrappage shall result in forfeiture of awarded funds. Proof of scrappage includes photos of the engine block with a hole

and, if applicable, the cut frame rails, including clear images of the vehicle identification numbers (VIN). Awardee must submit a signed Scrappage Form and, if applicable, any documents received from the scrap yard. It is within Lead Agency's discretion to determine whether alternate proof of scrappage is acceptable.

4.10.1 **Acknowledgement.** Initials of Awardee AW

4.11 If Awardee wishes to change the scope or duration of the Approved Project in any way, the Awardee must submit an advance request in writing to the Lead Agency in accordance with the terms of this Agreement, including Article XIII herein, to be approved by Lead Agency. This requirement applies for any changes to the project, including timeline, budget, vehicle/engine or project item, staffing/contact information, and anything else deemed by the Lead Agency as pertinent to the project. It is within Lead Agency's discretion to accept requests for changes to the Approved Project after they have been made.

4.12 The award and project information will be posted online and made publicly available pursuant to paragraph 5.2.14 of the Trust Agreement. Signing this Agreement provides consent to release information associated with the project described herein, less any confidential business information verified and confirmed by Lead Agency (bids are not considered confidential business information).

4.13 Awardee agrees that no work shall begin on the project described herein before this Agreement is fully executed and Awardee has received a Notice to Proceed, or work commencement notification, from Lead Agency.

ARTICLE V. AGREEMENT DURATION

5.1 This Agreement will commence on the date it is signed by both parties and will terminate when all terms and conditions set forth herein are satisfied, subject to Article XI herein.

ARTICLE VI. FUNDS AND PAYMENTS

6.1 Lead Agency agrees to provide reimbursement to Awardee in the total maximum amount of 72.5 % of total costs directly associated with the completion of the Approved Project. In the event actual project costs exceed the projected amount specified in Awardee's application, the total amount reimbursed pursuant to this Agreement shall not exceed two hundred thousand dollars (\$200,000.00). Any amount above that authorized by Lead Agency herein, or beyond the scope of the Approved Project, shall be the sole responsibility of the Awardee.

6.2 If Awardee's match is funded by another funding assistance program, such as a federal grant, Awardee must provide written confirmation from said assistance program stating specifically that said funds may be used as a match for Volkswagen settlement funds. Acceptable forms of written confirmation are official documents supporting the other funding assistance program, such as FAQs, Grant Solicitation, or guidance documents. The requirements of the Award Amounts section of the On-Road Grant Solicitation must be met with respect to matching funds. Volkswagen settlement funds may not be used to match other Volkswagen settlement funds.

6.2.1 **Acknowledgement.** Initials of Awardee TL

6.3 Reimbursement by Lead Agency to Awardee is limited to costs specified in paragraph 6.1 that are directly associated with the completion of the Approved Project, pursuant to the terms and conditions of this Agreement. Lead Agency will reimburse Awardee upon Awardee's completion of the project, scrappage of vehicles, and submittal of all documentation, including itemized invoices, receipts/proof of payment, proof of scrappage, proof of delivery and/or installation, and any other documentation deemed necessary by Lead Agency and/or the Trustee of the Trust.

6.4 Awardee shall submit invoices for payment to Lead Agency within sixty (60) days of the end of the month in which the Approved Project was completed and accepted by Lead Agency. Each invoice must include an itemized statement of work performed and any additional information requested by Lead Agency. Upon confirmation of receipt of purchased vehicles and/or installation of all equipment described in Article II, "Description of the Approved Project," Lead Agency will provide payment to the Awardee for costs directly associated with the Approved Project up to the amount identified in this Agreement within forty five (45) days. Requests for payment are to be directed to:

Oklahoma Department of Environmental Quality
Toni Payne – AQD – On-Road Program
PO Box 1677
Oklahoma City, OK 73101-1677

6.5 No payments in advance of or in anticipation of completed installations and/or replacements pursuant to this Agreement shall be made by Lead Agency.

ARTICLE VII. REPORTS

7.1 Semiannual reporting is required to be submitted by Awardee to Lead Agency. Semiannual reports are due by 4 PM Central Time on June 15 and December 15 for the duration of the project. The final required reporting period is that within which funds are received by Awardee. If project work is still occurring during the last allowable project period, the final report is due on or before 4 PM Central Time on August 31, 2023. If an extension is granted, Awardee will continue reporting as described herein. The first reporting period commences upon execution of this Agreement. Lead Agency must be notified as expeditiously as possible if Awardee is not able to meet reporting deadlines. Failure to meet reporting deadlines may result in forfeiture of funding.

7.1.1 **Acknowledgment.** Initials of Awardee TL

ARTICLE VIII. FINANCIAL AUDITS

8.1 Upon reasonable notice to the Awardee, Lead Agency or any duly authorized representative thereof shall have the right to examine all pertinent documents of the Awardee to ensure that Grant Funds committed pursuant to this Agreement are expended only for purposes related to the Approved Project.

8.2 Awardee agrees to maintain all supporting documentation and required records for the five (5) years the vehicle/engine is required to be in operation.

8.3 Authorized personnel of the Lead Agency, the State Auditor and Inspector, or any other entities/agents designated by Lead Agency shall have the right of access to any and all documents, books, papers, accounting procedures, practices, or any other items relevant to the services provided or activities conducted under this Agreement. Awardee agrees to provide Lead Agency with a copy of any audit by a state, federal agency, or other entity that pertains to this Agreement.

8.4 When applicable, Awardee shall comply with the audit requirements in 2 C.F.R. Part 200, Subpart F.

ARTICLE IX. SEVERABILITY

9.1 Each article of this Agreement is an independent article and each is considered severable. If a court of competent jurisdiction finds any article or part of an article to be unconstitutional, void, or ineffective for any cause, that provision shall not be deemed to affect the validity or constitutionality of any other article or parts thereof.

9.2 This Agreement shall not be changed, modified, terminated, or discharged, in whole or in part, except by written agreement signed by both parties hereto, or their respective successors or assignees.

ARTICLE X. COOPERATION AND ASSENT

10.1 Awardee shall cooperate with Lead Agency to provide documentation of achievement of the purpose of this Agreement. If, at any time, Lead Agency determines that Awardee has delayed the Approved Project, failed to act or to cooperate, or unreasonably withheld its agreement or assent, Lead Agency may limit or terminate all or part of this Agreement.

ARTICLE XI. TERMINATION

11.1 The Lead Agency may terminate this Agreement for cause at any time upon written notice to the Awardee. Notice will be given to the individual named as the Awardee's contact identified below. In the event of termination, the Awardee will be entitled to reimbursement for all eligible costs incurred under this Agreement up to the time of termination. Termination does not release the Awardee from compliance with other appropriate provisions of this Agreement.

11.2 Termination for cause will be based on one or more of the following reasons:

- i. The Awardee has significantly deviated from its obligations under this Agreement without Lead Agency's written approval;
- ii. The Awardee fails to cooperate or show sufficient progress toward completion of the Approved Project;
- iii. In the case of inadequate funding on the part of the Lead Agency.

ARTICLE XII. LEAD AGENCY/AWARDEE CONTACTS

12.1 The name, title, street and mailing addresses, telephone, and email address for the Lead Agency contact is:

Toni Payne - Project Manager
Printed or Typed Name and Title

707 N. Robinson, Oklahoma City, OK, 73101
Street Address, City, State, Zip

PO Box 1677, Oklahoma City, OK, 73101-1677
Mailing Address

(405) 702-4168
Telephone

toni.payne@deq.ok.gov
Email Address

12.2 The name, title, street and mailing addresses, telephone, and email address for the Awardee contact is:

Craig Davis, Transportation Manager
Printed or Typed Name and Title

8730 SE 15th St, Midwest City, OK 73110
Street Address, City, State, Zip

Mailing Address (if different)

405-739-1035
Telephone

crdavis@midwestcityok.org
Email Address

ARTICLE XIII. NOTICES

13.1 Any notice given by either party to the other pursuant to this Agreement shall be in writing and sent to the contact person as identified in Article XII.

ARTICLE XIV. GOVERNING LAW AND VENUE

14.1 The validity, enforceability, and interpretation of this Agreement shall be determined and governed by the laws of the State of Oklahoma. Lead Agency and Awardee agree that the venue of any action in district court for the purposes of interpreting, implementing, or enforcing this Agreement will be Oklahoma County, Oklahoma.

14.2 Lead Agency and Awardee have caused this Agreement to be executed by their duly authorized representatives, and this Agreement shall be deemed effective on the latter of the two dated signatures affixed below:

FOR LEAD AGENCY:

SCOTT A. THOMPSON - EXECUTIVE DIRECTOR
Oklahoma Department of Environmental Quality

DATE: _____

FOR AWARDEE:

Tim Lyon _____
[Printed Name]

DATE: 12/24/21

City Manager for the City of Midwest City, Oklahoma
[Printed Title]



[Signature]

Grant #: R1-2021 City of Midwest City

**PUBLIC FLEET CONVERSION GRANT CONTRACT
BETWEEN THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS
AND
The City of Midwest City**

This Grant Contract, by and between the Association of Central Oklahoma Governments, hereinafter referred to as "ACOG" and the City of Midwest City, Okla., hereinafter referred to as the "Grantee," is for the provision of reimbursement of certain costs incurred for the purchase of one (1) Compressed Natural Gas trash truck as further defined in the "SCOPE OF SERVICES."

Amount of Grant not to exceed: Fifty-nine thousand five hundred thirty-one dollars. (\$59,531.00)

Grantee Federal Employer Identification: 73-6027530

A. SCOPE OF SERVICES

A.1. The Grantee shall provide all services and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.

A.2. The intention of ACOG in awarding these grant funds is to seed the advancement of alternative fuel vehicles, certain hybrid vehicles, and alternative fuel infrastructure as delineated by the Federal Highway Administration's Congestion Mitigation Air Quality funding guidelines within the Central Oklahoma region to reduce vehicle emissions and to support the Clean Air Act and its amendments. *The State of Oklahoma considers ACOG a subrecipient of the federal funds it receives as reimbursement under this agreement. The Catalog of Federal Domestic Assistance (CFDA) number for this project is 20.205, title Highway Planning and Construction.*

A.2.a. Grantee agrees that all equipment, parts, vehicles purchased with ACOG Public Fleet Conversion Grants funds, hereinafter referred to as "ACOG CLEAN AIR Public Fleet Grants," will be new and unused.

A.2.b. Funds are intended to defray costs related to the purchase of *one (1) Compressed Natural Gas trash truck*. Grantee will remove from the fleet, one vehicle further described below and will provide ACOG a bill of sale, receipt of scrappage or other like documents as proof of removal of these vehicles. Vehicles identified for removal from fleet include:

One (1) Class 8 Diesel-Vin# 3BPZL00X1AF720003

A.2.c. Except for circumstances described in Section D.8., Grantee agrees that any and all liability of any kind stemming from the purchase and use of these vehicles, or equipment, remains with and will be the sole responsibility of the Grantee.

A.2.d. Grantee shall be solely responsible for all ongoing maintenance of the vehicle(s) or equipment.

A.2.e. Grantee will prominently and visibly mark all ACOG CLEAN AIR Public Fleet Grants-funded vehicles, fueling or charging station(s) in such a way that promotes alternative fuels or clean fuel vehicle technology, and clean air. Acceptable station signage shall include station banners, flags,

marquees, pump toppers and pump wraps or other prominent pump signage. Acceptable vehicle signage shall include vehicle wraps or partial wraps, prominent slogans affixed to the vehicles, and the like. This signage shall remain affixed to fuel dispensers, and vehicles until the grant-funded equipment and/or vehicles are retired from Grantee's fleet service.

A.2.f. Grantee will visibly and distinctly label all ACOG CLEAN AIR Public Fleet Grants-funded vehicles with the following: "**Funded in partnership with ACOG**" or "Funded in Partnership with ACOG logo."

A.2.g. Grantee will visibly and distinctly label all ACOG CLEAN AIR Public Fleet Grants-funded *infrastructure* project with the following: **CLEAN AIR Fueling Project funded in partnership with the Association of Central Oklahoma Governments** or **CLEAN AIR Fueling Facility funded in partnership with the Association of Central Oklahoma Governments**.

A.3. **Progress Reports:** Grantee shall provide to ACOG quarterly progress reports once the contract has been executed and a notice to proceed is issued. The quarterly reports should consist of a short summary of the status of the project and any issues that may have come up.

A.3.a. **Project Completion:** Once the project is operational/complete the grantee will provide ACOG notification that the project is operational/complete to ensure the tracking of annual reporting. Any missing quarterly reports or the notification that the project is operational/complete will delay the process of reimbursement.

A.4. **Annual Reports:** Grantee shall provide to ACOG a minimum of four (4) annual reports covering 12 full months of project operation. These reports are due each year after the project is complete and additional reporting should occur each year after on this date. The maximum number of required annual reports period shall not exceed five (5) years. Missing or late annual reports will delay the process of reimbursement.

A.4.a. **Annual Reports for vehicle projects** shall include annual odometer readings, annual fuel consumption records, any maintenance or repair records and costs other than normal, routine vehicle maintenance associated with each vehicle purchased with ACOG CLEAN AIR Public Fleet Grants funds.

A.4. b. **Annual reports for fueling/charging infrastructure projects** shall include the amount of fuel(s) dispensed at the station(s), the number of grantee owned vehicles refueling at the station(s), maintenance and repair records and written documentation of all other cost associated with the station equipment and installation purchase with ACOG CLEAN AIR Public Fleet Grants funds.

B. GRANT CONTRACT TERMS

B.1. ACOG shall have no obligation for costs incurred by the Grantee outside the period commencing the date of the notice to proceed.

B.2. Reporting requirements as described in Sections A.4.,A.4.a A.4.b. of this Grant Contract shall be effective for the period commencing from the date of the notification to proceed from ACOG and ending no later than five years after project completion, herein after to as Part II of Contract terms.

C. PAYMENT TERMS AND CONDITIONS

C.1. **Limitation of Liability:** In no event shall the maximum liability of ACOG under this Grant Contract exceed; Fifty-nine thousand five hundred and thirty-one dollars (\$59,531).

C.2. **Payment Methodology:** The Grantee shall be reimbursed for Allowable Costs related to the purchase of one (1) Compressed Natural Gas trash collector/grapple truck as described in Section A.2.b., not to exceed the maximum liability established in Section C.1.

C.2.a. Allowable Costs are further defined as excluding any expenses such as personnel cost, land acquisition costs, administrative and legal expenses, appraisals, architectural and engineering fees, project inspection fees, site work, demolition and removal.

C.2.b. The grantee shall submit invoices accompanied by a bill of sale, retail sales order or other documentation as further described in Sections C.3.a through C.3.d, **within 30 days of project completion.**

C.2.c. The Association of Central Oklahoma Governments (ACOG) allows awarded FY-21 Congestion Mitigation Air Quality (CMAQ) funding to be used as cost share for projects awarded through Volkswagen (VW) Settlement funding. VW Settlement funding is not considered federal funding and is allowable under this grant program.

C.3. **Invoice Requirements:** Grantee shall invoice ACOG with all necessary and supporting supporting documentation, to:

ACOG
Attention: Eric Pollard, Air Quality and Clean Cities Coordinator
4205 North Lincoln Blvd.
Oklahoma City, Oklahoma 73105
Telephone: 405-778-6175
Email: EPollard@acogok.org
AHankins@acogok.org

C.3.a. Each invoice shall clearly and accurately detail the following required information:

- (1) Invoice/Reference Number (assigned by the Grantee);
- (2) Invoice Date;
- (3) Grant Contract Number (assigned by ACOG to this Grant Contract);
- (4) Grantee Name;
- (5) Grantee Federal Employer Identification Number (as referenced in this Grant Contract) **& CFDA 20.205**
- (6) Grantee Remittance Address;
- (7) Grantee Contact (name, phone, and/or email for the individual to contact with invoice questions);
- (8) Complete Itemization of Reimbursement Requested which shall include Documentation of Paid Expenses and shall include each of the following:

An Itemized Bill of Sale or sales order for each vehicle purchased, including VIN number.

An Itemized Bill of Sale or sales order for each vehicle conversion, upfit, and/or engine repower to include separate line itemizations for the following:

1. Labor costs
 2. Cost of each alternative fuel system equipment package (exclusive of fuel tanks)
 3. Itemized Bill of Sale or sales order for all fueling infrastructure storage and dispensing equipment
 4. Total Reimbursement Amount Requested
- C.3.b. Each invoice shall be accompanied by a copy of the EPA emissions certification for each conversion, upfit, and/or engine repower unless the engine is EPA certified.
- C.3.c. Each invoice shall be accompanied by proof of removal from fleet and/or scrappage of vehicle(s), as applicable. Documentation for the vehicle listed in the contract for removal will include the VIN number of any/all vehicles scrapped.
- C.3.d. Each invoice shall be accompanied by a digital photo file(s) of the project displaying required labeling and signage promoting alternative fuels or clean fuel vehicle technology, and clean air.
- C.4. The Grantee understands and agrees that an invoice to ACOG under this Grant Contract shall include only reimbursement requests for actual expenditures as described in Section A.2.b. and Sections C.2., C.2.a., C.2.b. of this Grant Contract subject to the liability limits of the Grant Award as described in Section C.1.
- C.4.a. All invoices for reimbursement must be received by ACOG no later than August 1, 2022 to include only expenses incurred during the period delineated as Part I of Contract Terms.
- C.4.b. The Grantee's failure to provide an invoice to ACOG by August 1, 2022 as required, shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and any and all financial and legal liabilities related to the awarded project shall be upon the Grantee and not the responsibility or liability of ACOG.
- C.5. **Payment of Invoice:** ACOG shall, within 90 days of receipt of invoice for eligible expenses relating to the purchase of vehicles, equipment, materials, labor and installation, review and process invoice as well as request reimbursement from ODOT for grantee's expenditures. Once ODOT has provided reimbursement for grantee's expenditures ACOG will issue payment to grantee.
- C.6. **Unallowable Costs:** The Grantee's invoice shall be subject to reduction for amounts included in any invoice which are determined by ACOG, on the basis of the terms of this Grant Contract and stated intent of the Grant Award, not to constitute allowable costs.

D. STANDARD TERMS AND CONDITIONS

- D.1. **Required Approvals:** ACOG is not bound by this Grant Contract until it is approved by the appropriate government entity legal signatory in accordance with applicable laws and regulations.
- D.2. **Notice to Proceed:** Reimbursable costs cannot be incurred until Grant Contract is executed and a letter of Notice to Proceed is issued to Grantee.

- D.3. Modification and Amendment: This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by ACOG.
- D.4. Termination for Cause: If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, ACOG shall have the right to terminate the Grant Contract and withhold any and all award funds for reimbursement regardless of any financial liability for equipment or services incurred by the Grantee. Notwithstanding the above, the Grantee shall not be relieved of liability to ACOG for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Records: The Grantee shall maintain documentation for all purchases and installations under this Contract. The books, records, and documents of the Grantee, insofar as they relate to money received under this Contract, shall be maintained for a period of three (3) full years **from the date of the final report** and shall be subject to audit at any reasonable time and upon reasonable notice by ACOG, the Oklahoma Department of Transportation and/or Federal Highway Administration, the Oklahoma State Auditor and Inspector, or their duly appointed representatives.
- D.6. Progress Reports: The Grantee shall submit brief, quarterly progress reports, as described in Section A.3., to ACOG in addition to annual reports as described in Sections A.4 through A.4.b.
- D.7. ACOG Liability: ACOG shall have no liability except as specifically provided in this Grant Contract.
- D.8. Force Majeure: The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, epidemics or any other similar cause.
- D.9. State and Federal Compliance: The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.10. Governing Law: This Grant Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.
- D.11. Completeness: This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and discussions between the parties relating hereto, whether written or oral.
- D.12. Severability: If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

E. SPECIAL TERMS AND CONDITIONS

- E.1. Conflicting Terms and Conditions: Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts: All instructions, notices, consents, demands, or other

communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

ACOG:

Eric Pollard, Air Quality and Clean Cities Coordinator
4205 North Lincoln Blvd.
Oklahoma City, Oklahoma 73105
405-234-2264

Grantee:

Craig Davis
Transportation Manager
Fleet Services Department
The City of Midwest City
8730 SE 15th
Midwest City, OK 73110
(405) 739-1035

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Hold Harmless: To the extent that Oklahoma law permits, the Grantee agrees to hold harmless ACOG as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Grantee, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Grantee further agrees it shall be liable for the reasonable cost of attorneys for ACOG in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of the Grantee to ACOG.

Likewise, ACOG agrees to hold harmless Grantee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of ACOG, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. ACOG further agrees it shall be liable for the reasonable cost of attorneys for Grantee in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of ACOG to Grantee.

In the event of any such suit or claim, the Grantee shall give ACOG immediate notice thereof and shall provide all assistance required by ACOG in ACOG's defense. ACOG shall give the Grantee written notice of any such claim or suit, and the Grantee shall have full right and obligation to conduct the Grantee's own defense thereof. Nothing contained herein shall be deemed to accord to the Grantee, through its attorney(s), the right to represent ACOG in any legal matter.

Grant #: 2020-R1-City of Midwest City

IN WITNESS WHEREOF:

Grantee Legal Entity Name

Signature of Authorized Official

Matthew D. Dukos II, Mayor
Printed Name and Title of Authorized Official

02-24-21
Date

Mark W. Sweeney

Mark W. Sweeney, AICP, Executive Director
Association of Central Oklahoma Governments

Date





NEW BUSINESS/
PUBLIC DISCUSSION





MEMORIAL HOSPITAL AUTHORITY AGENDA

City Hall - Midwest City Municipal Court, 100 N. Midwest Boulevard

November 08, 2022 – 6:02 PM

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

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration for adoption, including any possible amendment of the October 25, 2022 meeting minutes. (Secretary - S. Hancock)

2. Discussion and consideration of adoption, including any possible amendment, of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance - T. Cromar)

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

D. ADJOURNMENT.



DISCUSSION ITEMS



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

Midwest City Memorial Hospital Authority Minutes

October 25, 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 7:46 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
		Attorney Don Maisch

Absent: Trustee Susan Eads and Trustee Rick Favors

DISCUSSION ITEMS.

- 1. Discussion and consideration for adoption, including any possible amendment of the September 27, 2022 meeting minutes.** Bana made a motion to approve the minutes, seconded by Reed. Voting Aye: Byrne, Bain, Reed, Bana and Dukes. Nay: none. Absent: Eads and Favors. Motion Carried.
- 2. Discussion and consideration of adoption, including any possible amendment, of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. No action needed.**

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

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:46 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: November 8, 2022

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

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

