MIDWEST CITY
Where the Spirit Flies High

MIDWEST CITY COUNCIL
AGENDA FOR
January 28, 2020

The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the City of Midwest City's YouTube channel: Bit.ly/youtubemwc.

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

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

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

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

CITY OF MIDWEST CITY COUNCIL AGENDA

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

January 28, 2020 – 6:00 PM

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Assistant City Manager Vaughn Sullivan
- Pledge of Allegiance by Midwest City High School Jr. ROTC Cadets Baquera, Tamonte, and Moore
- Community-related announcements and comments

C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Council, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with the approval of all Council, or members of the audience wish to discuss an item, it will be removed and heard in a regular order.

1. Discussion and consideration of approving the minutes of the January 9, 2020 special meeting and the January 14, 2020 regular meeting. (City Clerk - S. Hancock)

2. Discussion and consideration of accepting the City Manager's Report for the month of December, 2019. (Finance - C. Barron)

3. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, decrease. 2018 GO Bonds Proprietary (271), expenses/John Conrad Reg. Golf (47) -$73,521. (Finance - C. Barron)

4. Discussion and consideration of approving Amendment No. 2 to the Agreement for Professional Engineering Services with Freese and Nichols Incorporated, in an amount of $4,050.00, for modifying the plans for SCIP Recreational Trail Phase 2 prior to re-bidding the undercrossing work. (Community Development - B. Bundy)

5. Discussion and consideration of entering into and approving an Agreement for Professional Services with Travis Bellman Home and Trail to design and build trails for SCIP Recreational Trail Phase 2. (Community Development - B. Bundy)

6. Discussion and consideration of accepting maintenance bonds from Mid South Contracting, LLC in the amount of $6,896.40 for the water line improvements at 5901 SE 15th St. (Public Works - P. Menefee)

7. Discussion and consideration of accepting maintenance bonds from Holland Backhoe, Inc. in the amount of $4,568.00 for waterline improvements installed in conjunction with Tuscany Ridge Phase II Subdivision. (Public Works - P. Menefee)

8. Discussion and consideration of awarding a contract for construction management to MacHill Construction, Inc., associated with the renovation of Reed Baseball Complex in the amount of 7% of actual construction costs for construction management services and pre-construction services, and in the amount of 5% of actual construction costs for general conditions. (City Manager - V. Sullivan)

9. Discussion and consideration of 1) appointing Charlie Hartley to the Parkland Review Committee as Builders Advisory Board's appointment to fill the unexpired term of Todd Isaac, and 2) to reappoint Charlie Hartley to the Parkland Review Committee for an additional 3 year term. (Community Development - B. Harless)

10. Discussion and consideration of declaring 41 sets of Self Contained Breathing Apparatus (SCBA), 7 hazmat SCBA, 89 masks, 68 cylinders, and 31 bottles, as surplus and authorizing disposal by public auction, sealed bid or other means as necessary. (Fire - B. Norton)

D. DISCUSSION ITEMS.

1. (PC –2037) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit to allow the use of Eating Establishment: Sit-Down, Alcoholic Beverages Permitted in the C-3, Community Commercial district, for the property described as a part of the NE/4 of Section 4 T11N, R2W, located at 307 S. Air Depot Blvd. (Community Development - B. Harless)

2. (PC – 2038) Public hearing with discussion and consideration of a request to rename the street Dik-Dik to Oryx. (Community Development - B. Harless)

3. Discussion and Consideration of accepting an update regarding ongoing OG&E Street Lighting maintenance. (PWA – P. Streets)

4. Discussion and consideration of a quarterly update on the progress of the execution of the General Obligation Bond (the Bond) projects. (City Manager - V. Sullivan)

5. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan. (Human Resources - T. Bradley)

6. Discussion and consideration of accepting the financial audit of the City of Midwest City as of and for the year ended June 30, 2019. (Finance - C. Barron)

E. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the City Council on any Subject not scheduled on the Regular Agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.

F. EXECUTIVE SESSION.

1. Discussion and consideration of 1) entering into executive session as allowed under 25 O.S., § 307(B)(4) to discuss pending claims or actions where public body, at the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claims or conduct pending litigation or proceedings in the public interest; and 2) in open session authorizing the City Manager to proceed as discussed in executive session. (City Attorney - H. Poole)

2. Discussion and consideration of entering into executive session as allowed under 25 O.S., § 307(B)(3) to discuss the purchase or appraisal of real property; and 2) in open session authorizing the City Manager to proceed as discussed in executive session. (City Manager - T. Lyon)

G. FURTHER INFORMATION.

1. Minutes of the January 7, 2020 Planning Commission meeting. (Community Development - B. Harless)

2. Review of the December 2019 Building Report. (Community Development—B. Harless)

H. ADJOURNMENT.

MIDWEST CITY

Where the Spirit Flies High

CONSENT AGENDA

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

Special Midwest City Council Minutes

January 9, 2020 – 6:30 PM

This special meeting was held at the Midwest City Community Center in the Bomber room located at 200 N. Midwest Blvd., Midwest City, County of Oklahoma, State of Oklahoma.

*Mayor Matt Dukes called the meeting to order at 6:37 PM with the following Councilmembers present: **Susan Eads, ***Españiola Bowen, Sean Reed, ****Christine Allen, and Jeff Moore with City Clerk Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: Councilmember Pat Byrne.

*Councilmember Allen arrived at 6:43 PM.

NEW BUSINESS/PUBLIC.

1. Notice of a public meeting regarding the New Micro Community "The Bellom" with a presentation by Jeff Johnson and open to Councilmembers, City Staff, and public.

Jeff Johnson presented information regarding the Bellom Project and the following people spoke:

- Richard Layman, 509 E. Rickenbaker
- Alice Copenhaver, 207 E. Atkinson Dr.
- Kim McNew, 204 E. Jacobs
- Richard Dekat, 208 Atkinson
- Ron Masoner, 224 E. Kittyhawk
- Valenica Howard, 604 E. Rickenbaker
- Molly Morrell, 313 E. Kittyhawk
- Benjamin Carter, 208 E. Jacob
- Bonnie Allen, 604 E. Rickenbaker
- Susan Eads, 226 E. Kittyhawk
- Cindy Mikeman, 12200 Jaycie Circle

*Councilmember Eads left the meeting at 6:57 PM and returned at 7:27 PM. She also left the meeting at 7:33 PM and returned at 7:34 PM.

*Mayor Dukes left the meeting at 7:19 PM and returned at 7:27 PM.

*Councilmember Bowen left the meeting at 7:21 PM and returned at 7:21 PM.

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 8:17 PM.

ATTEST:

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MATTHEW D. DUKES II, Mayor

_____
SARA HANCOCK, City Clerk

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.midwestcityokorg).

Midwest City Council Minutes

January 14, 2020 – 6:00 PM

This meeting was held in the Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Mayor Matt Dukes called the meeting to order at 6:04 PM with the following members present: Councilmembers *Susan Eads, Pat Byrne, Españiola Bowen, Sean Reed, and Christine Allen with City Clerk Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: Jeff Moore.

OPENING BUSINESS. The invocation was given by Assistant City Manager Vaughn Sullivan, followed by the Pledge of Allegiance led by Carl Albert High School Jr. ROTC Cadets Johnson, Cadet, and Parker. Council and Staff made community-related announcements. The Mayor read a proclamation honoring the 25th Anniversary of the Bombing.

CONSENT AGENDA. Byrne made a motion to approve the consent agenda, as submitted except items 5 and 6, seconded by Reed. Voting aye: Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Eads and Moore. Motion carried.

1. Discussion and consideration of approving the minutes of the regular December 10, 2019 meeting.

2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase. Grants (143), revenue/Intergovernmental (21) $20,000; expenses/Transfers Out (21) 20,000. Emergency Operations (70), revenue/Transfers In (00) $20,000. Street Tax (65), expenses/Parks & Rec/Trails & Sidewalks (06) $30,000. Police (20), revenue/Police Department (62) $14,913; expenses/Police Department (62) $14,913.

3. Discussion and consideration of accepting the City Manager's Report for the month of November, 2019.

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

5. **Discussion and consideration of approving the Master Consulting Services Agreement, Business Associate Agreement, and Statement of Work to the Master Agreement with American Fidelity Administrative Services, LLC, regarding Patient Protection and Affordable Care Act (ACA) Compliance: Time and Eligibility Tracking and Employer Reporting.** No action was taken.

6. **Discussion and consideration of approving a resolution declaring and dedicating the Midwest City 2020 Veterans Day Parade to the Vietnam Veterans.** Allen made a motion to approve Resolution 2020-02, as submitted, seconded by Byrne. Voting aye: Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Eads and Moore. Motion carried.

7. Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055190732 from the State Department of Environmental Quality for the Polyfilms Water Line Extension, 1910 N Sooner Road, Midwest City, Oklahoma.

8. Discussion and consideration of entering into and approving an Agreement for Professional Services with Cedar Creek Consultants, Inc. in the amount of $42,500.00 to provide Civil and Survey Services to reconstruct Key Boulevard and small portions of E Douglas Drive and N Marshall Drive.

9. Discussion and consideration of approval of change order #2 amending the funding agreement for Federal-Aid Project Number STP-155E(919)EH, State Job Number 28817(04), with the Oklahoma Department of Transportation for the construction of the Mid-America Trail, in the amount of $16,242.63.

10. Discussion and consideration of rejecting the previously awarded bid for the SCIP Phase 2 – N.E. 23rd Street Trail construction project which was awarded at the regular City Council meeting, November 26th, 2019.

11. Discussion and consideration of (1) entering into a Memorandum of Understanding with the Cities of Oklahoma City, Edmond, Del City and Oklahoma County to participate with those governmental entities in the 2019 Edward Byrne Memorial Justice Assistance Grant Program Award; (2) agreeing to abide by the special conditions set forth within the grant language if approved; and (3) authorizing the Mayor and/or City Manager to execute such documents and enter into such agreements as are necessary or appropriate to carry out the objectives of the grant.

12. Discussion and consideration of re-appointing Casey Hurt to the Midwest City Park and Recreation Board for a three-year term ending January 15, 2023.

13. Discussion and consideration of reappointing John Manning to the Midwest City Park and Recreation Board for a three-year term ending on January 15, 2023.

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

DISCUSSION ITEMS.

1. **(PC-2028) Public hearing with discussion and consideration of an ordinance to redistrict from A-1, Agriculture to R-6, Single Family Detached Residential, for the property described as a part of the NE/4 of Section 8, T11N, R1W, and addressed as a part of 2101 S. Anderson Road.** Mason Schwartz, the attorney for the applicant, spoke with the Council. After discussion, Reed made a motion to approve the Ordinance 3400, as submitted, seconded by Byrne. Voting aye: Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Eads and Moore. Motion carried.

* Councilmember Eads arrived at 6:34 PM.

2. **(PC –2033) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit to allow the use of a Wind Energy Conversion System in the C-3, Community Commercial and HOS, Hospitality district, for the property described as a part of the SW/4 of Section 9 T11N, R2W, located at 6201 Tinker Diagonal.** Staff and Rose State College representatives, William Jones and Lara Bernhart addressed the Council; after which, Reed made a motion to approve Resolution 2020-01, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.

3. **(PC – 2034) Discussion and consideration of approval of the proposed final plat of Tuscany Ridge Section II, described as a part of the NW/4 of Section 9, T11N, R1W, of the Indian Meridian, Midwest City, OK.** Byrne made a motion to approve the final plat, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.

4. **(PC-2035) Discussion and consideration of approval of the Animal Shelter Final Plat for the properties described as a part of the SW/4 of Section 35, T12N, R2W, addressed as 8485 E. Reno, 2901 Woodside Drive and 2905 Woodside Drive.** Bowen made a motion to approve the final plat, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.

5. **(PC – 2036) Discussion and consideration of approval of the Preliminary Plat of the Soldier Creek Industrial Park (SCIP), described as a part of the NE/4 of Section 27, T-12-N, R-2-W, located at 7900 NE 23RD Street.** After Council discussion, Allen made a motion to approve the plat, as submitted, seconded by Bowen. Voting aye: Eads, Byrne, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.

6. **Discussion and consideration of accepting a report regarding the pilot study for Indirect Potable Reuse (IPR) by the City of Norman.** After Council discussion, Byrne made a motion to approve the report, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION.

There was no new business or public discussion.

EXECUTIVE SESSION.

1. **Discussion and consideration of 1) entering into executive session as allowed under 25 O.S. § 307 (B)(1), to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of the City Manager; and 2) in open session, taking action as appropriate based on the discussion in executive session**.

At 6:54 PM, Eads made a motion to go into executive session, seconded by Allen. Voting aye: Eads, Byrne, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.

At 6:58 PM, Allen made a motion to return to open session and take action as discussed in executive session, seconded by Bowen. Voting aye: Eads, Byrne, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.

ADJOURNMENT. Mayor Dukes adjourned the meeting at 6:58 PM.

ATTEST:

_____
MATTHEW D. DUKES II, Mayor

_____
SARA HANCOCK, City Clerk

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

TO: Honorable Mayor and City Council

FROM: Christy Barron, City Treasurer/Finance Director

DATE: January 28, 2020

SUBJECT: Discussion and consideration of accepting the City Manager's Report for the month of December, 2019.

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

Hotel/Conference Center (195) had an operational loss of $74,426 in December.

Golf (197) had an operational loss of $38,852 in December.

Sooner Rose TIF (352) decreased due to the payment for:

Debt service	<$569,990>

MWC Hospital Authority (425) activities for December:

Compounded Principal (9010) – int. & realized gain on investment	$1,626,896
– unrealized gain on investment	$288,917
Discretionary (9050) – int. & realized gain on investment	$377,767
– unrealized gain on investment	$67,087
– transfer to Fund 353	< $1,678,654>
In Lieu of/ ROR/ Misc. (9060) – in lieu of tax	$1,081,431

This item is at Council's discretion.

Christy Barron
Finance Director

City of Midwest City
Financial Summary by Fund
for Period Ending December, 2019
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2019 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	3,283,195	-	3,183,251	1,281,265	(1,181,320)	99,945	3,283,195
10	GENERAL	6,366,540	(156,212)	5,995,765	19,270,847	(19,056,285)	214,563	6,210,328
11	CAPITAL OUTLAY RESERVE	883,791	-	933,143	9,213	(58,565)	(49,352)	883,791
13	STREET AND ALLEY FUND	1,464,292	-	1,266,863	286,822	(89,393)	197,429	1,464,292
14	TECHNOLOGY FUND	142,922	-	164,040	206,920	(228,038)	(21,118)	142,922
15	STREET LIGHT FEE	1,922,455	-	1,630,191	311,723	(19,459)	292,264	1,922,455
16	REIMBURSED PROJECTS	931,788	-	874,019	118,173	(60,405)	57,768	931,788
17	29TH & DOUGLAS PROPERTY	5,500,286	-	5,500,283	3	-	3	5,500,286
20	MWC POLICE DEPARTMENT	5,174,857	-	4,188,477	8,078,090	(7,091,710)	986,380	5,174,857
21	POLICE CAPITALIZATION	636,535	-	491,782	433,855	(289,102)	144,753	636,535
25	JUVENILE FUND	14,885	-	30,214	27,753	(43,083)	(15,329)	14,885
30	POLICE STATE SEIZURES	72,486	-	72,631	1,978	(2,123)	(145)	72,486
31	SPECIAL POLICE PROJECTS	96,784	-	78,652	30,477	(12,345)	18,132	96,784
33	POLICE FEDERAL PROJECTS	51,062	-	61,341	296	(10,575)	(10,279)	51,062
34	POLICE LAB FEE FUND	23,052	-	21,650	5,469	(4,067)	1,402	23,052
35	EMPLOYEE ACTIVITY FUND	21,911	-	20,232	10,399	(8,720)	1,679	21,911
36	JAIL	145,780	-	151,135	28,592	(33,947)	(5,356)	145,780
37	POLICE IMPOUND FEE	134,293	-	156,316	25,633	(47,656)	(22,023)	134,293
40	MWC FIRE DEPARTMENT	3,343,451	(4)	2,803,249	6,232,968	(5,692,769)	540,199	3,343,447
41	FIRE CAPITALIZATION	1,056,370	-	877,748	306,817	(128,195)	178,622	1,056,370
45	MWC WELCOME CENTER	367,598	(447)	357,883	140,650	(131,382)	9,268	367,151
46	CONV / VISITORS BUREAU	234,360	-	200,919	200,524	(167,083)	33,441	234,360
50	DRAINAGE TAX FUND	-	-	-	-	-	-	-
60	CAPITAL DRAINAGE IMP	564,801	-	569,922	235,829	(240,949)	(5,121)	564,801
61	STORM WATER QUALITY	970,212	-	878,476	392,407	(300,671)	91,736	970,212
65	STREET TAX FUND	1,628,755	-	1,519,081	245,156	(135,481)	109,675	1,628,755
70	EMERGENCY OPER FUND	735,995	-	713,432	282,059	(259,496)	22,563	735,995
75	PUBLIC WORKS ADMIN	487,640	-	351,006	590,942	(454,308)	136,634	487,640
80	INTERSERVICE FUND	508,574	-	462,631	1,409,205	(1,363,263)	45,943	508,574
81	SURPLUS PROPERTY	469,240	(367,638)	97,486	28,168	(24,051)	4,117	101,602
115	ACTIVITY FUND	350,322	(180)	354,596	89,184	(93,638)	(4,454)	350,142
123	PARK & RECREATION	583,563	(150)	651,194	292,832	(360,614)	(67,782)	583,413
141	COMM. DEV. BLOCK GRANT	26,065	-	6,029	286,235	(266,198)	20,037	26,065
142	GRANTS/HOUSING ACTIVITIES	156,460	-	147,646	91,306	(82,491)	8,815	156,460
143	GRANT FUNDS	100,744	(40,744)	60,000	403,417	(403,417)	-	60,000

City of Midwest City
Financial Summary by Fund
for Period Ending December, 2019
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2019 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,260,344	-	2,363,534	405,878	(509,068)	(103,190)	2,260,344
172	CAP. WATER IMP-WALKER	1,258,980	-	1,022,289	262,595	(25,904)	236,691	1,258,980
178	CONST LOAN PAYMENT REV	2,615,546	(15,358)	3,186,744	410,672	(997,228)	(586,556)	2,600,188
184	SEWER BACKUP FUND	83,217	-	82,373	845	-	845	83,217
186	SEWER CONSTRUCTION	4,251,259	(175,000)	3,827,884	744,199	(495,824)	248,374	4,076,259
187	UTILITY SERVICES	549,682	(924)	500,342	612,879	(564,463)	48,417	548,758
188	CAP. SEWER IMP.-STROTH	400,343	-	603,107	212,473	(415,238)	(202,765)	400,343
189	UTILITIES CAPITAL OUTLAY	3,364,602	(73,750)	3,044,870	329,962	(83,979)	245,983	3,290,853
190	MWC SANITATION DEPARTMENT	2,621,252	-	2,266,302	3,639,566	(3,284,615)	354,951	2,621,253
191	MWC WATER DEPARTMENT	2,871,088	-	2,412,871	3,547,022	(3,088,805)	458,217	2,871,088
192	MWC SEWER DEPARTMENT	928,659	-	1,063,871	2,866,274	(3,001,486)	(135,213)	928,659
193	MWC UTILITIES AUTHORITY	946,291		936,841	9,606	(155)	9,451	946,291
194	DOWNTOWN REDEVELOPMENT	2,333,473	(5,045)	2,316,052	23,741	(11,365)	12,376	2,328,428
195	HOTEL/CONFERENCE CENTER	714,448	(444,582)	278,061	2,467,840	(2,476,035)	(8,195)	269,866
196	HOTEL 4% FF&E	1,260,580	-	819,894	617,186	(176,500)	440,686	1,260,580
197	JOHN CONRAD REGIONAL GOLF	118,512	(42,809)	74,131	501,504	(499,933)	1,571	75,702
201	URBAN RENEWAL AUTHORITY	56,301	-	36,197	25,373	(5,268)	20,105	56,301
202	RISK MANAGEMENT	1,165,333	(37)	1,553,379	438,438	(826,521)	(388,083)	1,165,296
204	WORKERS COMP	3,058,183	-	3,019,327	479,151	(440,295)	38,856	3,058,183
220	ANIMALS BEST FRIEND	86,674	-	79,400	10,988	(3,713)	7,275	86,674
225	HOTEL MOTEL FUND	-	-	-	349,565	(349,565)	-	-
230	CUSTOMER DEPOSITS	1,483,814	(1,483,814)	-	15,297	(15,297)	-	-
235	MUNICIPAL COURT	55,648	(55,648)	-	523	(523)	-	-
240	L & H BENEFITS	1,471,359	(60,105)	2,111,500	4,033,305	(4,733,550)	(700,246)	1,411,254
250	CAPITAL IMP REV BOND	16,317,095	(58,748,373)	(44,133,137)	7,589,977	(5,888,118)	1,701,858	(42,431,278)
269	2002 G.O. STREET BOND	448,871	-	444,318	4,553	-	4,553	448,871
270	2018 ELECTION G.O. BOND	24,852,823	(10,302)	25,642,175	258,389	(1,058,044)	(799,654)	24,842,520
271	2018 G.O. BONDS PROPRIETARY	10,796,289	-	10,773,118	110,151	(86,980)	23,171	10,796,290
310	DISASTER RELIEF	1,325,844	(146,501)	1,233,976	143,937	(198,572)	(54,634)	1,179,342
340	REVENUE BOND SINKING FUND	-	-	-	2,934,577	(2,934,577)	-	-
350	G. O. DEBT SERVICES	1,451,515	(37,375)	587,081	847,954	(20,895)	827,059	1,414,140
352	SOONER ROSE TIF	1,863,315	-	6,988,109	207,073	(5,331,867)	(5,124,794)	1,863,315
353	ECONOMIC DEV AUTHORITY	53,386,875	(50,964,400)	1,631,682	2,616,067	(1,825,274)	790,792	2,422,475
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	100,096,979	(7,114,982)	88,312,029	6,578,632	(1,908,663)	4,669,969	92,981,998
425-9020	MWC HOSP AUTH-LOAN RESERVE	559,708	(559,708)	2,500,000	22,590	(2,522,590)	(2,500,000)	-
425-9050	MWC HOSP AUTH-DISCRETIONARY	11,686,161	(11,997)	10,782,311	3,000,609	(2,108,757)	891,853	11,674,164
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	8,787,620	-	6,427,979	22,717,174	(20,357,531)	2,359,643	8,787,622
425-9080	MWC HOSP AUTH GRANTS	482,685	-	-	482,685	-	482,685	482,685
	TOTAL	304,462,433	(120,516,084)	177,659,893	110,874,456	(104,587,999)	6,286,458	183,946,351

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

TO: Honorable Mayor and City Council

FROM: Christy Barron, City Treasurer/Finance Director

DATE: January 28, 2020

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, decrease. 2018 GO Bonds Proprietary (271), expenses/John Conrad Reg. Golf (47) -$73,521.

This budget supplement decrease is needed to adjust the budget on the golf course renovation project to reflect bond issuance costs paid in FY 18-19 that were not reduced from project budget rolled over to FY 19-20 because of timing differences.

Christy Barron
Finance Director

SUPPLEMENTS

January 28, 2020

Fund 2018 GO Bonds Proprietary (271)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
47	John Conrad Reg Golf				73,521
		0	0	0	73,521

Explanation:
To reduce budget for golf course renovation by amount of issuance costs allocated to project in FY 19.

CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

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

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

TO : Honorable Mayor and Council

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

DATE : January 28th, 2020

SUBJECT : Discussion and consideration of approving Amendment No. 2 to the Agreement for Professional Engineering Services with Freese and Nichols Incorporated, in an amount of $4,050.00, for modifying the plans for SCIP Recreational Trail Phase 2 prior to re-bidding the undercrossing work.

City Council approved an agreement on January 8th, 2019 with Freese and Nichols Inc. for the purposes of designing plans to construct an undercrossing under N.E. 23rd Street. The plans were bid in November of 2019 and the low bid was deemed void at the January 14th, 2020 Council meeting. The work done by Freese and Nichols Inc. will be to modify the original plan set in efforts of lowering the future bid price. Upon completion of the plans, the project will be re-bid.

Funding for this project has already been appropriated in Fund 143.

Approval at discretion of Council.

Brandon Bundy, P.E.,
City Engineer

Attachment

PROFESSIONAL SERVICES AGREEMENT
CONTRACT CHANGE AUTHORIZATION – AMENDMENT #2

City of Midwest City
100 N. Midwest Boulevard
Midwest City, Oklahoma 73110

FNI PROJECT NO. MDW19119
CLIENT CONTRACT REFERENCE SCIP Phase 2
DATE: 1/16/2020

Project Name: **23rd Street Trail**

Description of Services:
Bid Set Modifications
Modifications will be made to the design/bid documents based on City feedback to include removing the easternmost driveway and 200 LF of sidewalk to the east. Approximately 100 LF of sidewalk to the west of the removed driveway will be revised to a bid alternate. Slope wall limits will be reduced to minimize quantity. Electrical plan will be adjusted as directed by the City.

Plan sheet Revisions
Title Sheet, Summary of Pay Quantity and Notes Sheets, Proposed Typical Sections, Horizontal Control, Removal Plan, Trail Plan Sheet, Trail Grading Plan and Illumination Plan Sheet.

A new bid set will be created, signed and sealed. The Spec Book will be updated to revise the articulated concrete block spec, update the bid form based on revisions to plans, and update the notice to bidders. OPCC will be updated based on received bid tabs and revised quantities.

Amended Deliverables: Digital PDF of the Construction Drawings and Spec Book

Amended Schedule: Revised Documents will be provided within 30 days of the signed amendment.

Compensation shall be amended as follows: A lump sum amount of Four Thousand, Fifty Dollars.

Current Contract Amount:	$42,810.00
Amount of this Amendment:	$4,050.00
Revised Total Amount Authorized:	$46,860.00

The above described services shall proceed upon execution of this amendment. All other provisions, terms and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

FREESE AND NICHOLS, INC.

BY: _____

BRANDON HUXFORD
Print Name

TITLE: ASSOCIATE

DATE: 1/16/20

CITY OF MIDWEST CITY

BY: _____

Print Name

TITLE: _____

DATE: _____

CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

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

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

TO : Honorable Mayor and Council

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

DATE : January 28th, 2020

SUBJECT : Discussion and consideration of entering into and approving an Agreement for Professional Services with Travis Bellman Home and Trail to design and build trails for SCIP Recreational Trail Phase 2.

The City advertised a request for proposals (RFP) for design/build services of recreational trails and received two proposals. City staff then looked through the proposals and selected Travis Bellman Home and Trail based on criteria outlined in the RFP.

As a reminder, the City received a 2018 Recreational Trail Grant to expand the existing SCIP Recreational Trail. This agreement will cover the construction of the trail portion of the project. The remainder of the funds will be used to re-bid the undercrossing portion and associated improvements.

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

Staff recommends approval.

Brandon Bundy, P.E.,
City Engineer

Attachment

INDEPENDENT CONTRACTOR AGREEMENT

I. The Parties. This Agreement is made between a business entity known as City of Midwest City with a mailing address of 100 Midwest Blvd., Midwest City, Oklahoma, 73110 ("Client")

AND

A business entity known as Travis Bellman Home and Trail with a mailing address of 7408 Deerwood Rd., Minocqua, Wisconsin 54548 ("Contractor").

WHEREAS the Client intends to pay the Contractor for services provided, effective January 28, 2020, under the following terms and conditions:

II. Services. The Contractor agrees to perform the following: For the construction of aproximately 3 miles of singletrack multi use trail, 36-48 inches wide. A mini excavator will be used to remove the organic layer. The trail tread will be capped with mineral soil from a borrow pit which will then naturallized and capped with the organic soil removed from the tread. Roots down to 3/16 removed and corridor cleared to provide adequate sight lines. Trees and brush to be cut up and removed from view. Sign posts to be sourced from cedar on site. Tread to be raked smooth and compacted. Trails to remain closed until project completion.
This project will expand the existing system primarily to the north side of NE 23rd Street. Approximately 44 acres of land on the east side of Crutcho Creek have been identified for the trail. As part of the grant but by separate contract, an undercrossing will be constructed under the NE 23rd Street Crutcho Creek Bridge. Also, the City requests that the "lollipop" on the existing green trail have an additional trail constructed to eliminate the two-way portion of the trail which is a limitation for race events. Other sections may be approved for construction or rehab as funds become available.

Cost for trails is charged at a per foot basis as follows:
36-48" wide single track..... $2.25/ft
Jumpline trail $3.00/ft
Map on post $50.00/sign
Rehabilitation of existing tread.....$1.25/ft

Hereinafter known as the "Services".

III. Payment. The Client agrees to pay for the Services performed by the Contractor.

The Contractor agrees to be paid as follows:
The Contractor shall be paid in installment periods by the Client until completion of the Services. If such payments are for the purpose of materials necessary to complete the Services, the Contractor shall be required to produce itemized receipts. The project is tax exept and as such no cost shall be passed ot to the client. Payments shall be made to the Contractor on a monthly basis until the completion of the Services.

IV. Due Date. The Services provided by the Contractor shall be a one (1) time event and not due on a specific date but to be completed with a reasonable time-frame in accordance with industry standards.

V. Expenses. The Contractor shall be responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions / payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided Contractor.

VI. Independent Contractor Status. The Contractor, under the code of the Internal Revenue Service (IRS), is an independent contractor and neither the Contractor's employees or contract personnel are, or shall be deemed, the Client's employees.

In its capacity as an independent contractor, Contractor agrees and represents:

Contractor has the right to perform Services for others during the term of this Agreement;

Contractor has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Contractor shall select the routes taken, starting and ending times, days of work, and order in which the work is performed;

Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required under this Agreement.

Neither Contractor, nor the Contractor's employees or personnel, shall be required to wear any uniforms provided by the Client;

The Services required by this Agreement shall be performed by the Contractor, Contractor's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Contractor;

Neither Contractor nor Contractor's employees or personnel shall receive any training from the Client in the professional skills necessary to perform the services required by this Agreement; and

Neither the Contractor nor Contractor's employees or personnel shall be required by the Client to devote full-time to the performance of the Services required by this Agreement.

VII. Business Licenses, Permits, and Certificates. The Contractor represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

VIII. Federal and State Taxes. Under this Agreement, the Client shall not be responsible for:

Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Contractor's payments to employees or personnel or make payments on behalf of the Contractor;

Making federal or state unemployment compensation contributions on the Contractor's behalf; and

The payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Contractor is not a corporation, all applicable self-

employment taxes. Upon demand, the Contractor shall provide the Client with proof that such payments have been made.

IX. Benefits of Contractor's Employees. The Contractor understands and agrees that they are solely responsible and liable for all benefits that are provided to their employees including, but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

X. Unemployment Compensation. The Contractor shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Contractor shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

XI. Workers' Compensation. The Contractor shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Contractor hires employees to perform any work under this Agreement, the Contractor agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Contractor must provide certificates proving workers' compensation insurance at any time during the performance of the Service.

XII. Liability Insurance. The Contractor agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Contractor agrees to obtain comprehensive liability insurance coverage in case of bodily injury, personal injury, property damage, contractual liability, and cross-liability.

There shall be a minimum amount of combined single limit of $1,000,000.00.

XIII. Indemnification. The Contractor shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.

XIV. Termination of Agreement. This Agreement shall terminate upon completion of the Services by the Contractor.

In addition, the Client or Contractor may terminate this Agreement, including any obligations stated hereunder, with reasonable cause by providing written notice of:

A material breach of the other party; or

Any act exposing the other party to liability to others for personal injury or property damage.

XV. Option to Terminate. The Client and Contractor shall with 30 (thirty) days notice.

XVI. Exclusive Agreement. This entire Agreement is between the Client and Contractor.

XVII. Resolving Disputes. If a dispute arises under this Agreement, any party may take the matter to a Oklahoma state court.

XVIII. Confidentiality. The Contractor acknowledges that it will be necessary for the Client to

disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform their duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to:

The written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use;

Any written or tangible information stamped “confidential,” “proprietary,” or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and

Information belonging to customers and suppliers of the Client about whom the Contractor gained knowledge as a result of the Contractor's services to the Client.

Upon termination of the Contractor's services to the Client, or at the Client's request, the Contractor shall deliver to the Client all materials in the Contractor's possession relating to the Client's business.

The Contractor acknowledges that any breach or threatened breach of confidentiality of this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

XIX. Proprietary Information. Proprietary information, under this Agreement, shall include:

The product of all work performed under this Agreement (“Work Product”), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, works-in-progress, and deliverables, will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title, and interest therein, including, but not limited to, all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights, and other proprietary rights therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Client’s ownership in the Work Product;

Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor’s work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and

The Client will be entitled to use Contractor’s name and/or likeness use in advertising and other materials.

XX. No Partnership. This Agreement does not create a partnership relationship between the Client and the Contractor. Unless otherwise directed, the Contractor shall have no authority to enter into contracts on Client's behalf or represent the Client in any manner.

XXI. Assignment and Delegation. The Contractor may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Contractor recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Contractor shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with Sections XVIII & XIX of this Agreement. If any such information is shared by the Subcontractor to third (3rd) parties, the Contractor shall be made liable.

XXII. Additional Terms and Conditions. The contractor will not be liable for completed trail that is damaged by trail users using the trail before completion. The contractor will not be liable for trail damage caused by severe weather.

XXIII. Governing Law. This Agreement shall be governed under the laws in the State of Oklahoma.

XXIV. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XXV. Breach Waiver. Any waiver by the Client of a breach of any section of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

XXVI. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Contractor.

Mayor's Signature _____ Date _____

Print Name _____

Other_____ Date_____

Print name_____

Contractor's Signature _____ Date 1-22-2020

Print Name Travis C. Bellman

MIDWEST CITY
Where the Spirit Flies High
www.midwestcityok.org

Public Works City Engineer
Patrick Menefee
pmenfee@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1066 /Fax: 405-739-1090

To: Honorable Mayor and Council

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

Date: January 28th, 2020

Subject: Discussion and consideration of accepting maintenance bonds from Mid South Contracting, LLC in the amount of $6,896.40 for the water line improvements at 5901 SE 15th St.

The one year maintenance bond from Mid South Contracting, LLC is for the water line improvements installed in conjunction with the new Warren Theater Complex.

This is consistent with past policy. Action is at discretion of Council.

Patrick Menefee, P.E.,

Public Works City Engineer

Attachment

413603P

DEVELOPMENT- PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, Mid-South Contracting, LLC, as Principal, and Developers Surety and Indemnity Company, as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of Six thousand Eight Hundred ninety-six Dollars and Forty Cents ($6,896.40), such sum being not less than ten percent (10%) of the total contract price to construct or install Waterline - Warren Theatre - 5901 SE 15th St. (the "Improvement"), for a period of One (1) years after acceptance of the Improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and Kay Construction dated the 13th day of March 2018, agreed to construct or install the Improvement in the city of Midwest City and to maintain the Improvement against any failures due to defective materials or workmanship during the Maintenance Period.

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

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

Signed, sealed and delivered this 27th day of June, 2018

Mid-South Contracting, LLC
Principal

ATTEST:
Jimmie H. Neal Jr.
Secretary

By _____

Developers Surety and Indemnity Company
Surety

ATTEST:

_____
Secretary

By Tina E

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

_____
City Attorney

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Kevin Dreiling, Tina E. Switzer, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: _____
Daniel Young, Senior Vice-President

By: _____
Mark Lansdon, Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 (Date) before me, Lucille Raymond, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Daniel Young and Mark Lansdon (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Lucille Raymond, Notary Public

LUCILLE RAYMOND
Commission # 2081945
Notary Public - California
Orange County
My Comm. Expires Oct 13, 2018

Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 21st day of June 2017.

By: _____
Cassie J. Berrisford, Assistant Secretary

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

ATS-1002 (02/17)

MIDWEST CITY
Where the Spirit Flies High
www.midwestcityok.org

Public Works City Engineer
Patrick Menefee
pmenfee@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1066 /Fax: 405-739-1090

To: Honorable Mayor and Council

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

Date: January 28th, 2020

Subject: Discussion and consideration of accepting maintenance bonds from Holland Backhoe, Inc. in the amount of $4,568.00 for the water line improvements installed in conjunction with the new Tuscany Ridge Phase II Subdivision.

The one year maintenance bond from Holland Backhoe, Inc. is for the water line improvements installed in conjunction with the new Tuscany Ridge Phase II Subdivision.

This is consistent with past policy. Approval is at discretion of Council.

Patrick Menefee, P.E.,

Public Works City Engineer

Attachment

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

GR45404

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, Holland Backhoe, Inc., as Principal, and Granite Re, Inc., as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of Four Thousand Five Hundred Sixty-Eight & 00/100 dollars ($4,568.00), such sum being not less than ten percent (10%) of the total contract price to construct or install Tuscany Ridge Development Waterline Construction (the "Improvement"), for a period of one years after acceptance of the Improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and Miles Bartlett, dated the 5th day of August, 2019, agreed to construct or install the Improvement in the city of Midwest City and to maintain the Improvement against any failures due to defective materials or workmanship during the Maintenance Period.

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

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

Signed, sealed and delivered this 7th day of August, 2019.

Holland Backhoe, Inc.
Principal

ATTEST:
Angela Welland
Secretary

By _____

Granite Re, Inc.
Surety

ATTEST:
_____
Secretary

By Carey L Kennemer
Carey L. Kennemer, Attorney-in-Fact

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

_____
City Attorney

ACCEPTED by the City Council of the City of Midwest City this _____ day of _____, 20____.

_____
City Clerk

_____
Mayor

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TRAVIS E. BROWN; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; CATHY COMBS; VICKI WILSON; ROBERT JENSEN; AUSTIN K. GREENHAW; CLAYTON HOWELL; GARY LILES; RANDY D. WEBB; BOBBY JOE YOUNG; AARON WOOLSEY
CAREY L. KENNEMER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

TRAVIS E. BROWN; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; CATHY COMBS; VICKI WILSON; ROBERT JENSEN; AUSTIN K. GREENHAW; CLAYTON HOWELL; GARY LILES; RANDY D. WEBB; BOBBY JOE YOUNG; AARON WOOLSEY
CAREY L. KENNEMER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 4th day of December, 2018.

GRANITE RE, INC. CORPORATE SEAL OKLAHOMA

Kenneth D. Whittington, President

Kyle P. McDonald, Treasurer

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 4th day of December, 2018, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257

KATHLEEN E. CARLSON NOTARY PUBLIC STATE OF OKLAHOMA

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

> "RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation thiS
7th day of August, 2019

GRANITE RE, INC. CORPORATE SEAL OKLAHOMA

Kyle P. McDonald, Secretary/Treasurer

GRO800-1

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

MEMORANDUM

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Assistant City Manager

Date: January 28, 2020

Subject: Discussion and consideration of awarding a contract for construction management to MacHill Construction, Inc., associated with the renovation of Reed Baseball Complex in the amount of 7% of actual construction costs for construction management services and pre-construction services, and in the amount of 5% of actual construction costs for general conditions.

After touring and speaking with the municipal owners of three (3) baseball facilities designed by Wall Engineering (City of Choctaw, Atoka and Stigler, OK), staff and ADG made the determination to send a formal qualifications statement for the Reed Baseball Park construction management to MacHill Construction, Inc.

On November 22, 2019, a qualifications statement was received from MacHill Construction (see attached). ADG reviewed the qualifications, checked all provided references and has provided a written recommendation to enter into contract negations (see attached).

Subsequently, staff has successfully negotiated a contract for a guaranteed maximum price construction management services with MacHill Construcion, Inc., in the amount of 7% of actual construction costs for construction management services and pre-construction services, and in the amount of 5% of actual construction costs for general conditions.

Funding is budgeted and available in the Moving Midwest City Forward 2018 G.O. bond account.

Staff recommends approval.

Vaughn K. Sullivan
Assistant City Manager

Enc. Design and Construction Services Contract
Request for Qualifications Statement
Qualifications Response
ADG Qualifications Memorandum

MacHill Construction Qualifications for MWC CMaR

It is our pleasure to provide the City of Midwest City the following Qualifications Summary regarding the Reed Baseball Complex Renovations RFQ. MacHill Construction Company prides itself in delivering valuable construction management services through both superior workmanship and knowledgeable coordination alongside Architects, Engineers, and Owners. Our many years of experience in the construction industry serve as the basis for our goal of producing a quality product. Since our company's inception, we have formed an extensive network of professional relationships throughout all entities of the construction industry. At MacHill, we strive to provide creative solutions for both the project budget and construction process in a timely manner. The following projects described herein exemplify a similar scope to those outlined in the Reed Baseball Complex Renovations RFQ.

Projects of Similar Scope

- **Stigler Sports Complex**
- **Ada Sports Complex**
- **Atoka Sports Complex**
- **Madill Turf and Track**
- **Vanoss Schools Field Renovations and Concession**
- **Ada Baseball Field Renovations and Concession**
- **Roff Schools Renovations and Concession**

Stigler Sports Complex

Project Information:

Year of Completion: 2019
Total Construction Budget: $3.6 Million
Owner: City of Stigler
Owner Contact: Bobby Mouser
Title: City Manager
Phone: 918-967-2164

Project Scope: Construction of 4 Baseball/Softball Fields, 1 Multipurpose Field

Project Scope consisted of but not limited to the following:

- Design review
- Coordination/Execution of bid and bid packages
- Value Engineering to bring project within budget
- Surveying/Establishing Complex Parameters
- Site excavation
- Grade establishment
- Layout of fields/construction staking
- Erosion control
- Rough/Fine grading
- Site Utilities
- Concrete Backstop Wall Construction
- Chain link fencing, Wrought Iron Decorative fencing at entry, foul poles
- Site Concrete including walks, footings, stem walls, foundations/slabs on grade
- Sports Lighting layout and installation
- Concession Stand/Restroom facilities construction
- CMU Masonry
- Dugout construction, bench, and shade installation
- Backstop Netting and Batting Cages
- Backstop Padding Supply/Install

Stigler Sports Complex Cont'd

- Structural Steel supply/Install
- Bleacher Canopy construction
- Rough Carpentry/Framing
- Roofing
- Architectural Millwork
- Rough Cedar porch overhang design/construction
- Building and Foundation Insulation
- Hollow Metal Doors, Frames, Hardware
- Concession Coiling Door
- Drywall Assemblies
- Complex Paint and Stain
- Signage and Visual Displays
- Toilet Partitions/Accessories supply, install
- Kitchen Equipment budget, supply, install
- Flooring
- Stadium Seating
- Flagpoles
- Plumbing, HVAC, Electrical for entire Complex
- Scoreboards/Flagpole install
- Turf and Irrigation
- Base Plates and Mounds
- Playground layout, supply, install
- Parking layout/grading
- Concrete Joint Sealing
- Complex Monument

Ada Sports Complex

Project Information:

Year of Completion: 2017
Total Construction Budget: $ 4.8 Million
Owner: City of Ada
Owner Contact: Cody Holcomb
Title: City Manager
Phone: 580-436-6300 x201

Project Scope: Construction of Four Baseball/Softball Fields Quadplex, Concession, Road and Parking

Project Scope consisted of but not limited to the following:

- Design Review
- Budget Considerations/Value Engineering
- Clear, Grub, Strip topsoils
- Cuts and Fills
- Rough and Final Grading
- Excavation
- Rock Demolition and Removal, Crushed/Recycled for use under paving
- Complex and Field Layout/Staking
- Site Utilities
- Installation of French Drain Systems
- Aggregate Base, Geo Grid install for Paving Systems
- Concrete Curb and Gutter
- Complex Concrete including backstop wall foundations/stem wall, sidewalks, concession foundation/slab on grade, mow strip at fencing
- Black Chain link fencing, gates, backstop, and steel pipe fence
- Fine Grading of fields for preparation of sod
- Irrigation

- Landscaping, Plants, Trees, Flowerbeds

Ada Sports Complex Cont'd

- Concession Stand/Restroom/Press Box, Ticket Booth, Maintenance Bldg. construction
- CMU/Brick Masonry
- Wood Framing for 2nd story of Concession Facility
- Standing Seam Metal Roofing
- Gypsum Board Assemblies
- Millwork and Trim
- Hollow Metal Doors, Frames, and Hardware
- Toilet Partition/Accessories and installation
- Flooring
- Overhead Concession Counter Doors
- Aluminum Windows and Glazing
- Painting and Staining at Concession and Bleacher Canopies
- Structural Steel Erection of Bleacher Canopies and Dugouts
- Dugout Benches and Aluminum Bleachers
- Sodding of Entire Facility
- Complete Plumbing, HVAC, Electrical for entire Complex
- Sports Lighting
- Site Lighting
- Scoreboards and Flagpoles
- Audio Visual for Complex
- Playground layout and installation
- Bases/Mounds layout
- Turface addition to infield dirt
- Top Dress Fields
- Design/Layout/Budget/Construction of 200 additional spot Parking Lot for overflow
- Complex Monument

Atoka Sports Complex

Project Information:

Year of Completion: 2011
Total Construction Budget: $ 3 Million
Owner: City of Atoka
Owner Contact/CM Rep: Randy Debo
Title: Project Manager
Phone: 580-743-1886

Project Scope: Construction of Four Baseball/Softball Fields Quadplex, Concession, Road and Parking

MacHill Construction worked alongside the Engineer who self performed PM, Project Scope consisted of but not limited to the following:

- Site Layout
- Establishment of grades
- Excavation to subgrade for backstop walls, concession facilities
- Concrete for Complex including backstops, foundations/slabs on grade, sidewalks, and paving
- Stadium Bleacher Seating
- Construction of Concession/Restroom Facilities
- Brick Masonry
- Wood Framing
- HVAC
- Plumbing
- Electrical
- HM Doors, Frames, and Hardware Supply/Install

- Concrete Countertops
- Concession Coiling Doors
- Metal Roofing
- Waterproofing
- Concrete Foundations for Shade Structure

Madill Turf and Track

Project Information:

Year of Completion: 2019
Total Construction Budget: $ 1.5 Million
Owner: Madill Public Schools
Owner Contact: Larry Case
Title: Superintendent of Schools
Phone: 580-795-3303 x5

Project Scope: Installation of New Football Turf and Track Renovation

Project Scope consisted of but not limited to the following:

- Removed existing bleacher structures
- Strip Overburden of existing football field
- Stabilized field subgrade w/ CKD
- Installed Geo Fabric to subgrade
- Supply/Install #57 stone drainage gradient
- Multi-Flow Drainage System supply/install
- Fine Grading to receive Turf
- Complete Turf System, ACT Global Xtreme Turf
- Cut-In logos and end zone lettering
- Renovation of existing track
- Complete NRG Track 500 8 lane track system

- Rubber bound polyurethane underlayment install
- Flow-Applied final layer of two component poly top coat
- Painting/Finishes of lanes
- Reconstruct bleacher systems

Vanoss Schools Field Renovation and Concession

Project Information:

Year of Completion: 2017, 2020
Total Construction Budget: $ 720 Thousand
Owner: Vanoss Public Schools
Owner Contact: Marjana Tharp
Title: Superintendent of Schools
Phone: 580-759-2503

Project Scope: New Concession, Backstop, Dugouts and Bleachers

Project Scope consisted of but not limited to the following:

- Demolition of Existing Concession Facility, Backstop, Bleachers, Canopies, and Dugouts
- Sitework, Excavation to Subgrade, Select Fill Placement and Compaction
- New Complex Site Utilities and Fire Riser
- Foundations for Concession, Dugouts, Storage, Ticket Booth, and Backstop Wall
- Slabs on Grade, ADA Parking, and Complex Sidewalks
- Concrete Backstop Retaining Wall
- Construction of new Concession/Restroom/Press Box Facility with Complete Plumbing, HVAC, and Electrical Systems
- Standard CMU, Wood Framing, Split Faced CMU, Metal Wall Panel, Standing Seam Roofing
- Drywall Assemblies and Painting, Architectural Millwork

- Hollow Metal Doors, Frames, and Hardware, Sliding Glass Windows
- ADA Mens, Womens, and Family Restroom with Toilet Partitions and Fixtures
- R-Panel Outfield Fencing, Black Vinyl Chain Link Backstop Fence and Sideline Fencing
- Construction of New Split Faced CMU Dugouts, Storage Building, and Ticket Booth with Standing Seam Metal Roofs
- Construction and Fabrication of new Entrance Structure and Complex Signage
- Installation of Pre-Manufactured Standing Seam Bleacher Canopies
- Supply and Installation of new Pre-Fabricated Aluminum Bleacher Systems with Stadium Seating

Ada Baseball Field Renovations and Concession

Project Information:

Year of Completion: 2018
Total Construction Budget: $ 265 Thousand
Owner: Ada City Schools
Owner Contact: Mike Anderson
Title: Superintendent of Schools
Phone: 580-310-7200

Project Scope: Baseball Field Renovation and New Concession

Project Scope consisted of but not limited to the following:

- Demolition of existing concession facility
- Demolition of existing backstop
- Sitework/Excavation to Subgrade
- Select Fill placement and compaction
- Site Utilities
- Foundations for Concession and Backstop Wall, Slab on Grade
- Concrete Backstop Retaining Wall
- Sport/Site lighting, foundations
- Construction of new Concession/Restroom/Press Box Facility

- Wood Framing, Brick Masonry, Smart siding and soffit
- Drywall Assemblies
- Architectural Millwork
- Hollow Metal Doors, Frames, and Hardware, Coiling Counter Door
- Paint new Concession, Dugouts, and Fieldhouse
- Reroof Fieldhouse
- Field Fencing, Backstop Netting supply/install
- Field irrigation and grade work
- A/V Sound System
- Remove existing bleachers, Installation of new bleacher system

Roff Schools Renovations and Concession

Project Information:

Year of Completion: 2019
Total Construction Budget: $ 265 Thousand
Owner: Roff Public Schools
Owner Contact: Scott Morgan
Title: Superintendent of Schools
Phone: 580-456-7663

Project Scope: Site Renovations, New Baseball/Softball Concession Facility

Project Scope consisted of but not limited to the following:

- Surveying and Layout
- Site clear and grub
- Excavation to subgrade
- Select Fill placement and compaction
- Site Utilities
- Foundations/Slab on Grade
- Complete Concession/Restroom Facility construction
- CMU Masonry

- Wood Framing/Truss supply, install
- Metal Roofing
- Gypsum Assemblies, Paint of Facility
- Architectural Millwork
- Stainless Steel Countertop
- Hollow Metal Door, Frames, and Hardware
- Overhead Coiling Doors
- Complete Plumbing, HVAC, Electrical for Facility
- Final Grading Backfill
- Solid Slab Sod

In addition to the projects listed above that focus on baseball/softball and turf projects, MacHill Construction has built numerous other facilities that have served a wide range of clients throughout our 30 plus years of existence. We have built multiple banks, lake lodges, country clubs, Wal-Marts, warehouse facilities, housing additions, schools, family life, tribal buildings, community/nutrition/dialysis centers, fire stations, jails, apartment complexes, medical clinics, professional offices, etc. as was needed by the commercial construction industry. We have acted as General Contractor and Construction Manager for an abundance of other projects that focused more on the needs of sports and school systems for city and community use. Those projects include but are not limited to the following:

- Pauls Valley Middle School, Elementary, Gymnasium
- Allen Gymnasium, Elementary, and Junior High addition
- Roff Gymnasium
- Vanoss Gymnasium
- Latta Gymnasium
- Quinton Gymnasium
- Wilburton Gymnasium
- Coalgate Gymnasium
- Hartshorne Dome Gymnasium, Multipurpose Building
- Wynnewood Middle School and Gymnasium
- Beggs Dome

- South Rock Creek Classrooms/Safe Rooms
- Ada City Schools Classrooms/Safe Rooms, multiple location
- Ada Senior Center
- Madill Schools Middle School, Early Childhood, Ag Facility, Fine Arts
- Okemah PE, Saferoom, Media Center
- Wetumka Auditorium
- Caddo PE, Saferoom
- Weleetka School
- Atoka Schools Facilities
- East Central University, multiple facilities
- Eastern University, multiple facilities
- City of Ada Water Tower
- City of Durant Water Tower
- Wynnewood Wastewater Treatment
- Konowa Wastewater Treatment

Stigler Sports Complex

(F) 580-332-0086

(F) 580-332-0086

Ada Sports Complex

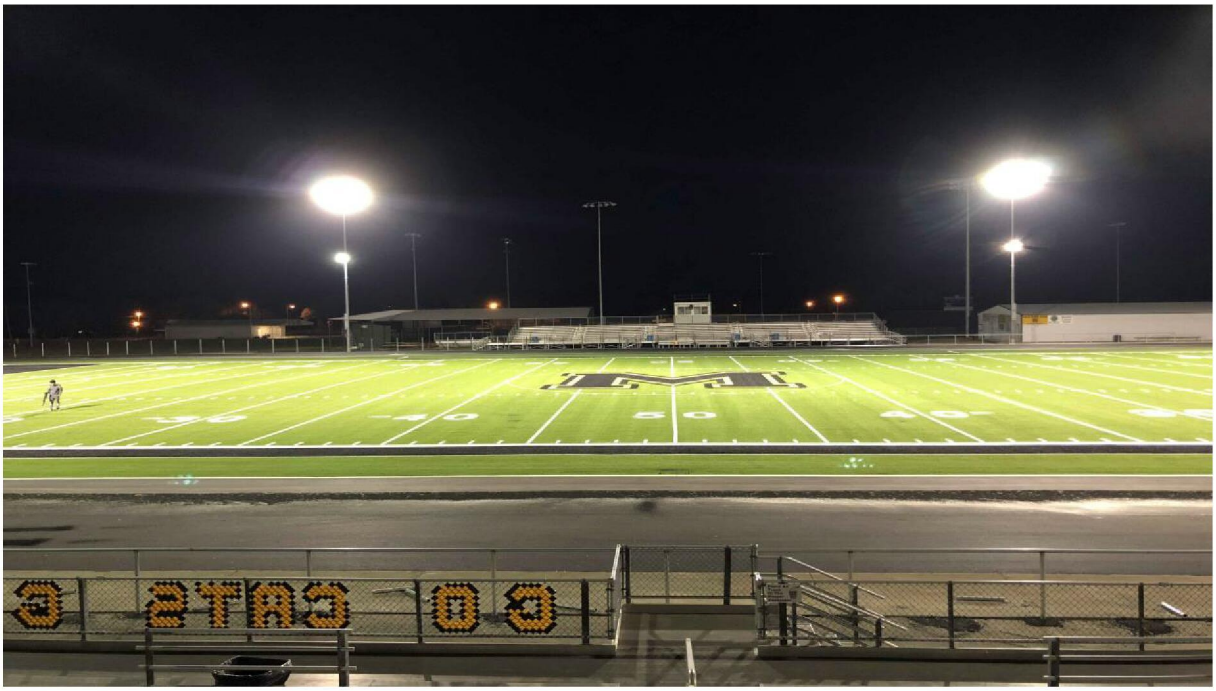
Atoka Sports Complex

(F) 580-332-0086

(F) 580-332-0086

Madill Turf and Track

(F) 580-332-0086



At MacHill Construction, we strive to maintain a top notch working relationship with the Architects, Engineers, and Owners for every project we partner on. Our end goal is always to construct a product that both we, and the end users are proud of. Thank you for the opportunity to provide this Qualifications Summary for the MWC Reed Baseball Complex Renovations. We look forward to the possibility of working on the project. Please don't hesitate to call or email should any additional information be needed.

Cason Hill - VP/PM
MacHill Construction Co.
MacHill Tribal Construction
MacHill Construction Mgmt.
580-332-1404 - o
580-320-6601 - c

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

December 5, 2019

MacHill Construction Company, Inc
Attn: Mr. Cason Hill
19080 County Road 1590
Ada, OK 74820

Re: City of Midwest City 2018 Moving Forward Bond Issue
Reed Baseball Complex Renovations: Construction Manager at Risk Selection

Dear Mr. MacHill:

The City of Midwest City extends its thanks to MacHill Construction Company, Inc. (MacHill) for your timely response to our October 22, 2019 Request for Qualifications on the above reference project. The following letter has been prepared and forwarded by our office to notify MacHill that based on your provided qualifications, the City of Midwest City would like to enter into contract negotiations with your firm on the above referenced project.

To this end, please contact our office no later than Wednesday, December 11, 2019 to schedule a project scoping meeting with appropriate staff from our office. Our preference would be to schedule this meeting with MacHill prior to the end of 2019. The City of Midwest City would appreciate MacHill coming to this project scoping meeting with a preliminary AIA contract (A133) and fee proposal based on your current knowledge of the project for the intended delivery method. Comments and guidance provided by Midwest City at this scoping meeting can then be utilized by MacHill to develop a final Contract suitable for approval by Council and subsequent execution by both MacHill and the City of Midwest City.

Congratulations on being selected for this important project. The City of Midwest City looks forward to completing contract negotiations and moving forward into the next phase of work.

Sincerely,
City of Midwest City

Vaughn Sullivan
Assistant City Manager

Cc File
M.Draper / ADG

Memorandum

To:	Mr. Vaughn Sullivan, Assistant City Manager City of Midwest City
From:	Melanie Draper, Senior Project Manager
ADG Project Name:	City of Midwest City 2018 Moving Forward Bond Issue
ADG Project Number:	18-119
Date:	12.08.2019
Re:	Reed Baseball Complex Construction Manager at Risk Selection Process and Recommendations

The following memo has been prepared and forwarded by ADG, PC (ADG) to the City of Midwest City to (1) more fully document the Construction Manager at Risk (CMaR) Selection Process for the Reed Baseball Complex Project (the Project), and (2) to provide the results of this process as recorded by ADG. Based on ADG's prior experience, as well as preceding conversations with City Staff, it is our opinion that the process utilized was in full compliance with current O.S. Title 61 requirements.

In summary, the selection process included the following phases:

1. **Request for Qualifications (RFQ):** On October 31, 2019, an RFQ was issued to MacHill Construction Company, Inc. (MacHill) whom, in the opinion of Midwest City Staff and ADG, had experience to execute the Project.

2. **RFQ Review:** MacHill submitted a Statement of Qualifications to the City of Midwest City on November 22, 2019. A portion of this response provided seven (7) projects of similar scope and size completed in the last 10-years. Project examples included:

    a. Atoka Sports Complex, Atoka, OK
    b. Stigler Sports Complex, Stigler, OK
    c. Ada Sports Complex, Ada, OK
    d. Vanoss Schools Field Renovations and Concession
    e. Roff Schools Renovations and Concession, Roff, OK
    f. Ada Baseball Field Renovations and Concession, Ada, OK
    g. Madill Turf and Track, Madill, OK

    In addition to a completed DCAM-CAP Form 305CM, MacHill's November 22, 2019 submittal also included a description of MacHill's general understanding of the project, an anticipated project schedule, and a list of potential additional services which may be necessary for completion of the project. Per Midwest City Attorney requirements, MacHill's submittal provided documentation that MacHill Construction Company, Inc. has been properly registered with the State of Oklahoma (OMES) as a Consultant. Fees for the proposed scope of work were not included in the submittal.

3. **References:** References for each project listed above were provided in MacHill's November 22, 2019 submittal. Each reference was contacted by ADG regarding their experience with the subject firm. Notes from these conversations were assembled and provided to City of Midwest City Staff for consideration.

Based on information gathered in conjunction with this process, ADG recommends the City of Midwest City enter into contract negotiations with MacHill Construction Company, Inc. for this project. In the event that a mutually agreeable contract cannot be reached, ADG recommends an additional RFQ for the project be publicly released to obtain additional candidates for consideration.

Digital copies of all items referenced in this summary are currently on file at the Oklahoma City Office of ADG. Please contact us directly should the City of Midwest have need of any of this documentation.

AIA® Document A133™ – 2019

*Standard Form of Agreement Between Owner and Construction Manager as **Constructor** where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price*

AGREEMENT made as of the Seventeenth day of January in the year Twenty-Twenty
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Midwest City

100 N. Midwest Blvd.

Midwest City, OK 73110

and the Construction Manager:
(Name, legal status, address, and other information)

MacHill Construction Company, Inc.

19080 CR 1590

Ada, OK 74820

for the following Project:
(Name, location, and detailed description)

MWC Reed Baseball Complex Renovations

Midwest City

The Architect:
(Name, legal status, address, and other information)

Wall Engineering LLC.

223 N. Washington

Durant, OK 74701

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Construction Manager agree as follows.

Init.

/ CK

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TABLE OF ARTICLES

1 INITIAL INFORMATION

2 GENERAL PROVISIONS

3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

4 OWNER'S RESPONSIBILITIES

5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

7 COST OF THE WORK FOR CONSTRUCTION PHASE

8 DISCOUNTS, REBATES, AND REFUNDS

9 SUBCONTRACTS AND OTHER AGREEMENTS

10 ACCOUNTING RECORDS

11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

12 DISPUTE RESOLUTION

13 TERMINATION OR SUSPENSION

14 MISCELLANEOUS PROVISIONS

15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Project to encompass reconstruction of 3 existing baseball fields, as well as the conversion of 1 large field to potentially 4 smaller fields.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Project is located behind Carl Albert Middle School off of S Post Rd.

Init.

/ CK

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§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)
The gauranteed maximum price will be set once all scopes of work are bid out or budgeted. The current construction budget is $1.59 Million.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:
May 1, 2020

.2 Construction commencement date:

July 1, 2020

.3 Substantial Completion date or dates:
35 Weeks from the Notice To Proceed

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)
None

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

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§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Vaughn Sullivan
100 N. Midwest Blvd.
Midwest City, OK 73110
O: 405-739-1207

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

Wall Engineering will review all submittals.

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

Wall Engineering LLC
223 N. Washington
Durant, OK 74701

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Program Manager
Melanie Draper
ADG, P.C.
920 W. Main
Oklahoma City, OK 73106

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Brandon Wall
Wall Engineering LLC
223 N. Washington
Durant, OK 74701

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§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)
Cason Hill
MacHill Construction Company
19080 CR 1590
Ada, OK 74820

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)
Cason Hill will handle pre-construction services. Other staff will be used as necessary

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and

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supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the

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Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and

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coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

MacHill Construction will develop bid packages based off of the proposed design, advertise the project, and conduct a public bid/bid opening.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following

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acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

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ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Pre-Construction Services are included in the CM fee and are based on 10% of the proposed CM fee. In the event that Pre Construction services are completed and construction does not proceed, at no fault of MacHill Construction, The City of Midwest City agrees to pay MacHill 10% of the Fee based on the $1.59 Million budget. 10% of the fee is valued at $11,130.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Seven (7) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

%

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ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Fee will be calculated as 7% of the cost of the work. General Conditions will be billed at 5% of the sum of the total cost of the work packages and other items being managed. General Conditions is considered a cost of the work. Fee and General Conditions will be billed on monthly basis once construction begins. Retainage shall not be held from the CM Fee.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

5% General Conditions will be added to the cost of any change in work. 7% Fee will be added to the sum total of the cost of the change in work and the general conditions.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Subcontractors will be required to include in their bid a % mark up for changes in work. In the event that they do not fill this section of the bid form out, they will be limited to 15% OH&P.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed

Ten percent (10 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

None

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

None

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

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§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions,

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provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

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§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including

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the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- **.5** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.6** Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- **.7** Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- **.8** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- **.9** Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

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§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

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§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

2.5% of each progress payment prior to Substantial Completion of the Work may be withheld by the Owner from the payment to the Construction Manager.

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

CM Fee, Testing, and Suppliers. Insurance, Bonding, etc.

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§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)
Retainage will only be reduced prior to final completion if agreed to by the owner, architect, and construction manager

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)
Upon Substantial Completion.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment
§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article

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9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

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ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

The Architect will remain as the Initial Decision Maker.
Article 12, Section 12.1.1 above shall be amended as follows: Section 15.3.2 of AIA Document A201-2017 shall be amended as follows: Mediation shall not be administered by the American Arbitration Association but rather with a mutually agreed mediator located in the metropolitan area of Oklahoma City and shall not be bound by Construction Industry Mediation Procedures.

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

☐ Arbitration pursuant to Article 15 of AIA Document A201–2017

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☑ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that

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would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Owner shall pay 20% of the CM Fee based off of the overall budget, plus costs associated with terminating all subcontracts.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million ($ 1,000,000) for each occurrence and One Million ($ 1,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million ($ 1,000,000) each accident, One Million ($ 1,000,000) each employee, and One Million ($ 1,000,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than None ($) per claim and NoneMacHill will bond 10 ($) in the aggregate

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
MacHill will bond 100% of the work.	
Subcontractors will bond with contracts over $250,000.	
Builder's Risk will be purchased by Owner	

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between

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Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:
Per Article 3, 3.2.4 The Construction Manager shall include a separate Contingency in the Gauranteed Maximum Price. This value shall be 1.5 % of the sum of the contract set aside for exclusive use by the CM to cover costs associated within the parameters of the Scope of Work, but not otherwise included in the Bid Line Items.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.6 Other Exhibits:
(Check all boxes that apply.)

☐ AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Vaughn Sullivan - Assistant City Manager	Cason Hill - Vice President
(Printed name and title)	*(Printed name and title)*

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AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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INDEX
(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.4**
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect's Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4

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Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION
OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, **4**, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

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Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1

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Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

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Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.5, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.4
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Permits, Fees, Notices and Compliance with Laws
2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.2**
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1

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Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

Sample

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining

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provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building

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information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the

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site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's

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capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes

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remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

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.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

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§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the

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time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under

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Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the

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Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate

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Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

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.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The

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Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable

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by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The

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foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a Separate Contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

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to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not

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constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the

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endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The

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Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the

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Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

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§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

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§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section

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15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

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§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly

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consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Sample

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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

TO : Honorable Mayor and City Council

FROM : Billy Harless, Director

DATE : January 28, 2020

SUBJECT : Discussion and consideration of 1) appointing Charlie Hartley to the Parkland Review Committee as Builders Advisory Board's appointment to fill the unexpired term of Todd Isaac, and 2) to reappoint Charlie Hartley to the Parkland Review Committee for an additional 3 year term.

The current Builders' Advisory Board Appointment to the Parkland Review Committee is Todd Isaac. His three-year term expires May 26, 2020. The Parkland Review Committee meets on-call as needed. Mr. Isaac has not attended a Parkland Review Committee meeting since September 25, 2017. As this committee meets on-call, it is sometimes difficult to ensure a quorum.

Staff contacted Charlie Hartley, who is currently a member of the Builders' Advisory Board and asked if he would be interested in filling the unexpired term of Todd Isaac. Mr. Hartley stated that he would be willing. Since this term will expire on 05/06/20, staff requests that Mr. Hartley also be appointed for an additional 3-year term.

This committee was established in the City Charter and is an authorized decision-maker for the implementation of Section 38-51. - Parks and open space dedication. The members are appointed by various City Boards/Commissions with the exception of one Mayor Appointee that serves a three-year term.

Current members are:
*Carolyn Burkes (Mayor's Appointment/3-year terms) term ends 04-09-19
*Casey Hurt (Parks and Recreation Board Appointment) term ends 03-26-20
*Todd Isaac (Builder's Board Appointment) term ends 05-23-20
*Jess Huskey (Planning Commission Appointment) term ends 08-08-20
*Grace Sullivan (Tree Board Appointment) term ends 03-26-19

Action is at the discretion of Mayor and Council.

Billy Harless, AICP
Community Development Director
KG

Midwest City Fire Department
8201 E. Reno Avenue
Midwest City, OK 73110
Office 405.739.1340
Fax 405.739.1384

MEMO

To: Honorable Mayor and City Council

From: Bert Norton, Fire Chief

Date: January 28, 2020

Subject: Discussion and consideration of declaring 41 sets of Self Contained Breathing Apparatus (SCBA), 7 hazmat SCBA, 89 masks, 68 cylinders, and 31 bottles, as surplus and authorizing disposal by public auction, sealed bid or other means as necessary.

Staff respectfully requests that the Council declare as surplus 41 sets of Self Contained Breathing Apparatus and Cylinders (SCBA). The SCBA's and cylinders no longer have any operational value to the Fire Department as the department has replaced them, through the combination of funds from a FEMA grant as well as the GO Bond. The full list of items to surplus are below and the working SCBA's are considered "fair" condition, and usable until the day they were pulled out of service. The nonworking units are for parts only.

We have the following list of SCBA units and cylinders for surplus:
- (41) Panther SCBA both working and not working
- (7) Warrior hazmat SCBA
- (89) masks ranging from S, M, L
- (63) 30 minute cylinders Exp. 2021
- (5) 30 minute cylinders Exp. 2022
- (14) 30 minute bottles Exp. 2025
- (5) 60 minute bottles Exp. 2021
- (1) 60 minute bottle Exp. 2025
- (3) 60 minute bottles Exp. 2027
- (4) 45 minute bottles Exp. 2024
- (4) 45 minute bottles Exp. 2025

Staff recommends approval.

Bert Norton
Fire Chief

MIDWEST CITY

Where the Spirit Flies High

DISCUSSION ITEMS

The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

TO: Honorable Mayor and City Council

FROM: Billy Harless, Community Development Director

DATE: January 28, 2020

SUBJECT: (PC –2037) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit to allow the use of Eating Establishment: Sit-Down, Alcoholic Beverages Permitted in the C-3, Community Commercial district, for the property described as a part of the NE/4 of Section 4 T11N, R2W, located at 307 S. Air Depot Blvd.

Executive Summary: 307 S. Air Depot Blvd. is currently zoned C-3, Community Commercial and is the location of Open Flame Coffee Company and Roastery. The applicant is proposing to sell beer, wine and specialty drinks within the restaurant which requires a Special Use Permit application. If approved the hours of operation will also change to the following schedule: Sunday - 7am to 10 pm, Monday through Thursday – 6am to 10 pm, Friday – 6am to midnight and Saturday – 7am to midnight. A Site Plan was not required with this application as the building is existing. Notice was sent to all property owners within 300 feet of the area of request. Prior to the Planning Commission meeting, one citizen expressed concerns about the Special Use Permit. The citizen also attended the Planning Commission meeting and expressed his concerns. Action is at the discretion of the Planning Commission and City Council

DATES OF HEARINGS:
Planning Commission – January 7, 2020
City Council – January 28, 2020

COUNCIL WARD:
Ward 4, Sean Reed

OWNER/APPLICANT:
Soundcrest Properties LLC, Daryl Ljunghammar

PROPOSED USE:
Eating Establishment: Sit-Down, Alcoholic Beverages Permitted

DEVELOPMENT PROPOSED BY COMPREHENSIVE PLAN:
Area of Request – OR, Office Retail
North, South and East – OR, Office Retail
West – LDR , Low Density Residential

ZONING DISTRICTS:
Area of Request – C-3, Community Commercial
North – C-3, Community Commercial
East – C-3, Community Commercial with a Special Use Permit
South – C-4, General Commercial
West – R-6, Single Family Detached Residential

LAND USE:
Area of Request – Open Flame Coffee Company and Roastery
North – Chiu Wu Chinese Food
South – Happy Times Day Care
East – Hunan Express Restaurant
West – single family residences

COMPREHENSIVE PLAN CITATION:
Office/Retail Land Use
Retail land uses areas are intended to provide for a variety of retail trade, personal, and business services and establishments. Retail establishments generally require greater visibility than do other types of non-residential land uses (e.g., office, commercial).

Office uses include professional offices for lawyers, doctors, realtors, and other professionals. Office land uses are generally appropriate in all other non-residential areas of the City. Office development should be compatible with any adjacent residential area.

MUNICIPAL CODE CITATION:
2.20 Community Commercial
2.20.1. General Description
This commercial district is intended for the conduct of business activity which is located at the edge of residential areas but which serves a larger trade area than the immediately surrounding residential neighborhoods.

Business uses will most often be found in a wide variety of commercial structures, normally on individual sites with separate ingress, egress, and parking. Because of the varied uses permitted, it is important to be separated as much as possible visually and physically from any nearby residential areas and to limit the harmful effects of increased traffic, noise, and general nonresidential activity which will be generated.

Traffic generated by the uses permitted shall be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

7.6. Special Use Permit
7.6.1. Special Use Permit
The uses listed under the various districts as special use permits are so classified because they more intensely dominate the area in which they are located than do other uses permitted in the district.

(A) Consideration for compatibility
With consideration given to the setting, physical features, compatibility with surrounding land uses, traffic, and aesthetics, certain uses may locate in an area where they will be compatible with existing or planned land uses.
(B) Review and approval
The Planning Commission shall review each case on its own merit, apply the criteria established herein, and recommend either approval or denial of the special use permit to the City Council. Following the Planning Commission's recommendation, the City Council shall review each case on its own merit, apply the criteria established herein, and, if appropriate, authorize said use by granting a special use permit.
(C) Use identified by individual zoning district
If a special use permit is granted it shall be for all the uses permitted in the specified district plus the special use permit requested.

7.6.3 Criteria for Special Use Permit Approval
(A) Special use permit criteria
The City Council shall use the following criteria to evaluate a special use permit:
1) Whether the proposed use shall be in harmony with the policies of the comprehensive plan.
2) Whether the proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
3) Whether the proposed use shall not adversely affect the use of neighboring properties.
4) Whether the proposed use shall not generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood.
5) Whether utility, drainage, parking, loading, signs, lighting access and other necessary public facilities to serve the proposed use shall meet the adopted codes of the city.

NOTIFICATION:
1. Written notice was mailed to owners of real property within 300 feet of the exterior boundaries of the subject property.

HISTORY:
1. This area was zoned C-3, with the adoption of the 1985 Zoning Map and remains so designated on the 2010 Zoning Map.
2. The Planning Commission recommended approval of this item January 7, 2020.

STAFF COMMENTS:
Fire Marshal's Comments:
The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Planning Division:
As noted in the Executive Summary, this Special Use Permit is required as the applicant is proposing to sell alcoholic beverages within an existing restaurant.

As of this writing, staff has received comments from one individual protesting this rezoning request, but no written notices of protest.

The proposed use is classified within the Midwest City Zoning Ordinance as Eating Establishments: Sit-Down, Alcoholic Beverages Permitted. This category states that on-premise consumption of alcohol is accessory to the restaurant operation.

As mentioned above, criteria for special use permit approval is outlined in 7.6.3. of the Midwest City Zoning Ordinance. Below are staff's opinions as to how this application meets or does not meet the required criteria:

1. The Comprehensive Plan states that one of the three basic targets of economic development programming retaining and increasing the viability of existing local businesses. Allowing this Special Use Permit will allow this existing business to continue to operate at the same or greater level than it has in the past which is consistent with the targets of the Comprehensive Plan.
2. The proposed use is in harmony with the general purpose and intent of the C-3 zoning district regulations as it is located in a commercial area and mostly surrounded by commercial uses.
3. The proposed use is not likely to adversely affect the neighboring properties. The applicant will be required to adhere to all laws regarding serving alcoholic beverages to patrons.
4. Staff does not believe that the proposed use will generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood. The area of request is already zoned C-3 and the traffic generated from this use would likely not change much from the existing daily traffic.
5. Utility, drainage, parking, loading, signs, lighting access and other necessary public facilities are all existing and will not be affected by this proposed use.

The Planning Commission voted to recommend approval at their January 7, 2020 meeting. Action is at the discretion of the City Council.

Action Required: Approve or reject the resolution for a Special Use Permit for the property as noted herein, subject to the staff comments and recommendations as found in the January 28, 2020 agenda packet and made a part of PC- 2037 file.

Billy Harless, AICP
Community Development Director
KG

From: Darryl Ljunghammar <dljunghammar@gmail.com>
To: Kellie Gilles <KGilles@midwestcityok.org>
Date: 12/16/2019 10:28 AM
Subject: Re: Special Use Permit Application

Hi Kellie,

In addition to what we already serve we plan to add beer, wine and classic cocktails.

The new hours would be:

Sunday 7am to 10pm
Mon - Thurs 6am to 10pm
Friday 6am to 12 midnight.
Saturday 7am to 12 midnight

Let me know if there is any issues because I can adjust hours if needed.

Thanks,

Daryl

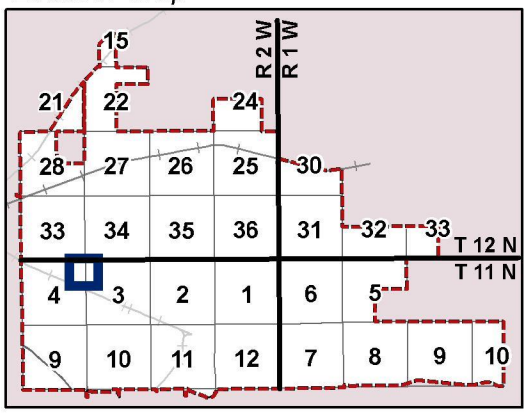
On Mon, Dec 16, 2019 at 9:45 AM Kellie Gilles <KGilles@midwestcityok.org> wrote:

> Hi Mr. Ljunghammar,
>
> I'm working on our staff report for you Special Use Permit application and
> had a few questions.
>
> What types of products will you be offering if the SUP is approved?
>
> Will your hours of operations change?
>
> Any information you can provide will be helpful.
>
> Thank you,
>
> Kellie Gilles, AICP
> Planning Manager
> City of Midwest City
> 405-739-1223
>
>
>
>

MIDWEST CITY
Where the Spirit Flies High

Community Development

Locator Map



General Map Legend

- Area of Request
- Parcels with Addresses
- Buildings
- Edge of Pavement
- MWC City Limits

Railroads

- Active
- Inactive / Closed

GENERAL MAP FOR PC-2037 (NE/4, Sec. 4, T11N, R2W)

0 300 600 Feet

1 inch = 300 feet

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MIDWEST CITY
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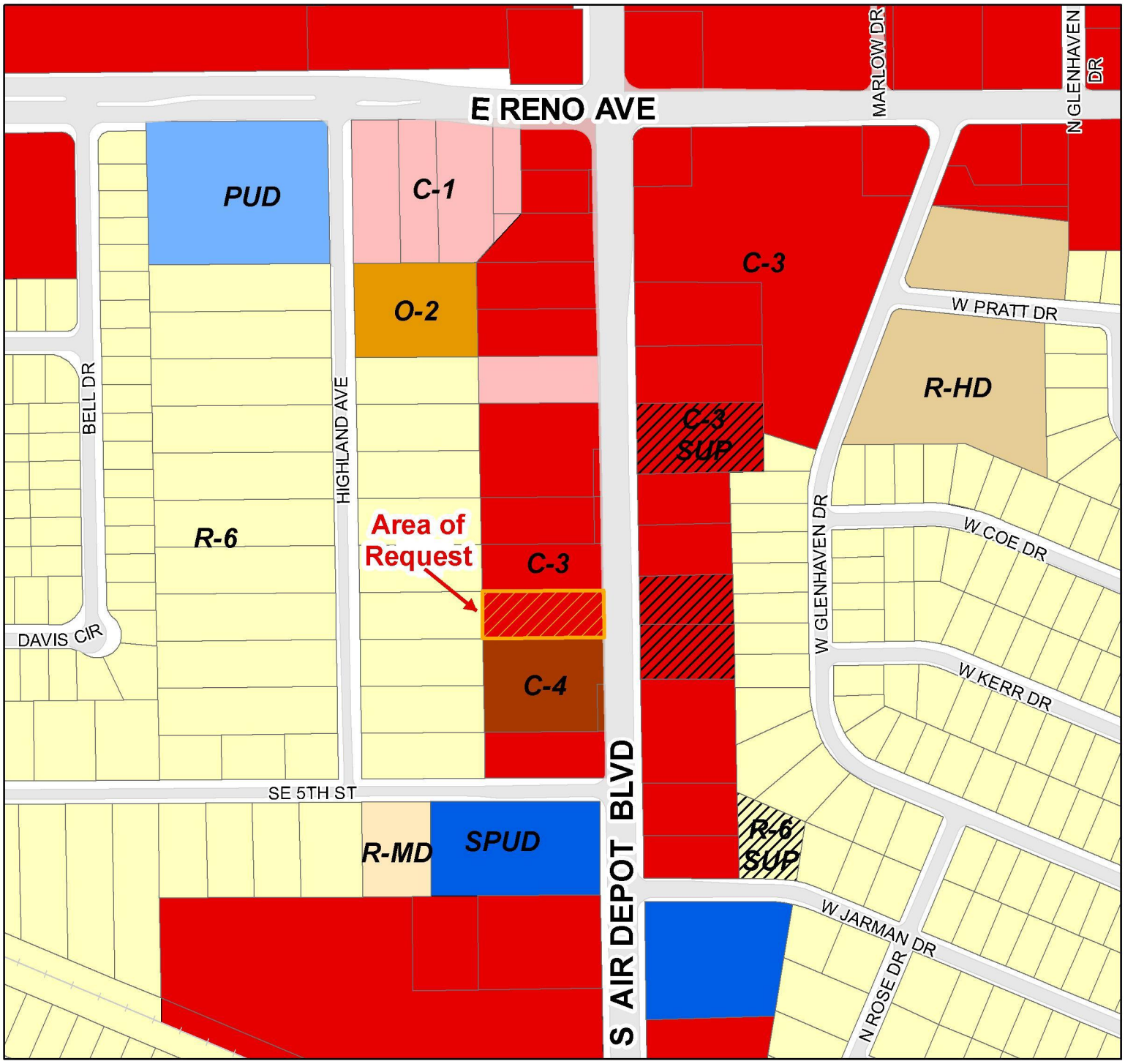
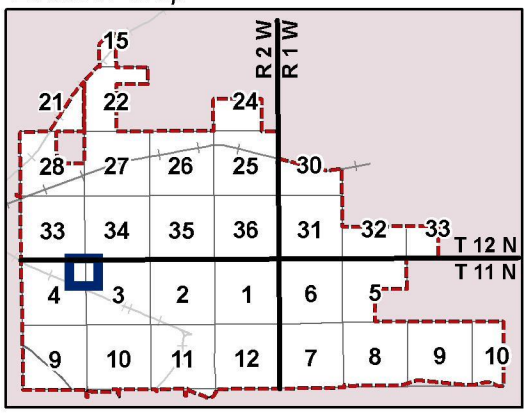
Community Development



Locator Map



Current Zoning Legend

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

ZONING MAP FOR PC-2037 (NE/4, Sec. 4, T11N, R2W)

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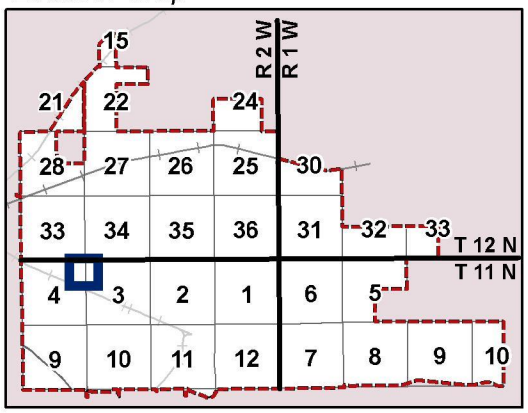

2019 NEARMAP AERIAL VIEW FOR PC-2037 (NE/4, Sec. 4, T11N, R2W)

0 300 600 Feet

1 inch = 300 feet

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PC-2037

RESOLUTION NO. _____

A RESOLUTION APPROVING A SPECIAL USE PERMIT TO ALLOW EATING ESTABLISMENT: SIT-DOWN, ALCOHOLIC BEVERAGES PERMITTED AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY'S ZONING DISTRICT; AND PROVIDING FOR REPEALER AND SEVERABILITY

WHEREAS, the Zoning Map of Midwest City, Oklahoma, 2010, shows the following described property with a classification of **C-3, Community Commercial**:

A tract of land lying in the NE/4 of Section 4, T-11-N, R-2-W of the Indian Meridian, Oklahoma County, Oklahoma and being more particularily described as follows:
Lot 14 of Block 1 in the East Highland Acres to Oklahoma County, Oklahoma, according to the recorded plat thereof.

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

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

That the above described property located in Midwest City, Oklahoma be and is hereby granted a Special Use Permit to allow the use of **Eating Establishment: Sit-Down, Alcoholic Beverages Permitted.**

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the _____ day of _____, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA

_____
MATTHEW D. DUKES III, Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2020.

_____
HEATHER POOLE, City Attorney

The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: January 28, 2020

Subject: (PC – 2038) Public hearing with discussion and consideration of a request to rename the street Dik-Dik to Oryx.

Dates of Hearing: Planning Commission – January 7, 2020
City Council – January 28, 2020

The Riverside Mobile Home Community recently came under new ownership. In November of 2019, the new owners approached staff and asked about the process for renaming a street within the community.

Part of the area is platted with individual lots for each mobile home. The southern portion of the area, where Zebra and Dik-Dik streets are located is not platted. All of the streets within Riverside Mobile Home Community are named after African animals. The applicant is requesting to change the name of the street, Dik-Dik, to Oryx. As this area is not platted, the only owner of property abutting the street is the owner of Riverside Mobile Home Community.

The Fire Department and GIS Department have reviewed this request and found that the proposed name does not conflict with any existing street name in Midwest City.

Notice of this request was published in the Journal Record in December 2019. As of this writing, there have been no objections from citizens.

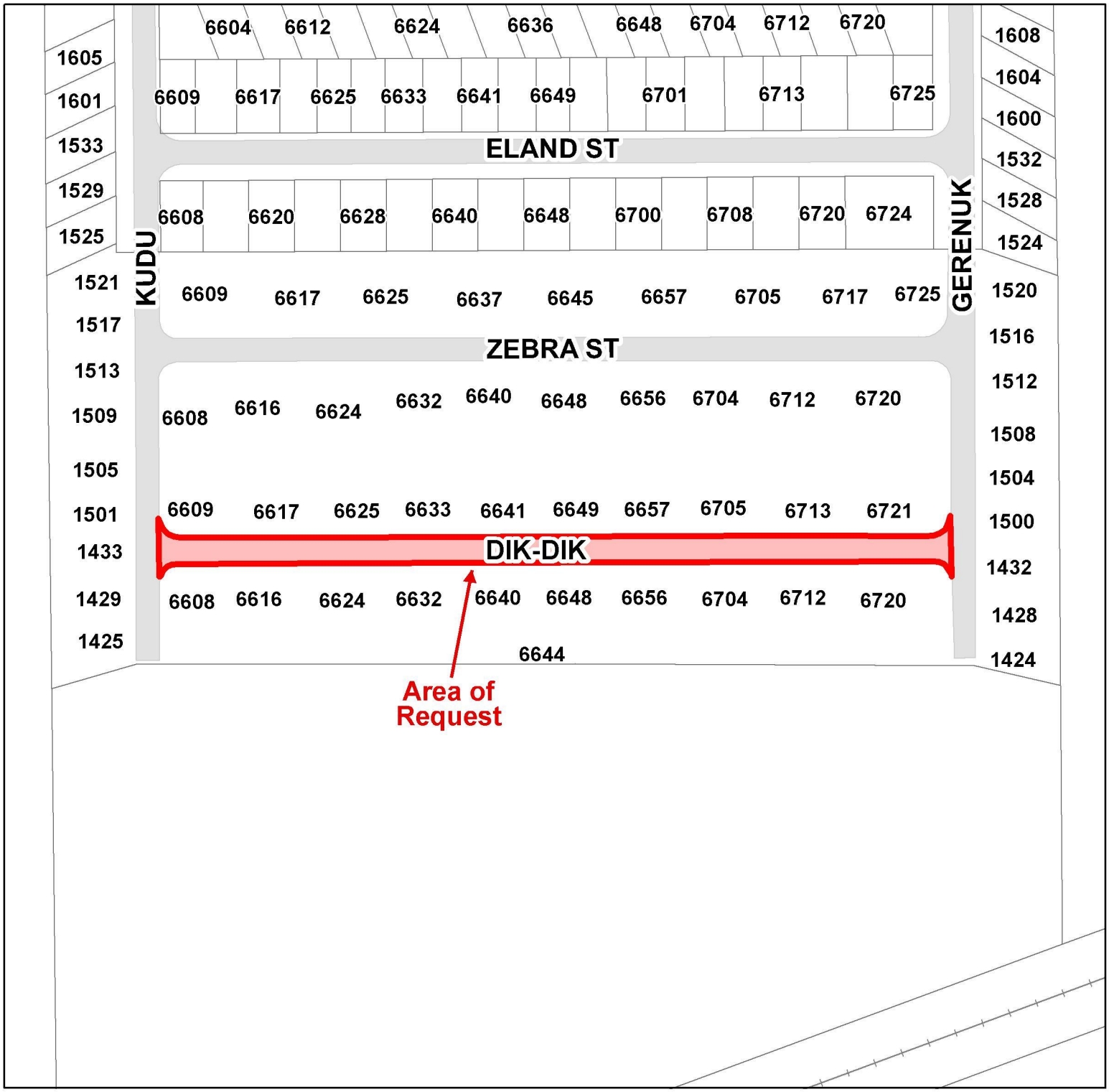
The Planning Commission voted to recommend approval at their January 7, 2020 meeting.

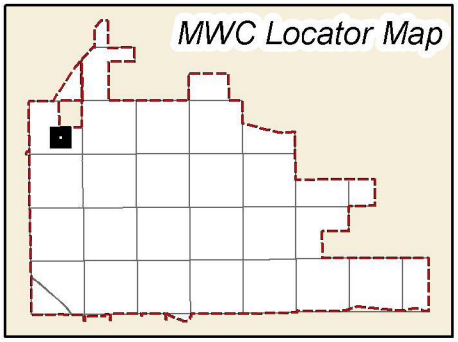
Action Required: Approve or reject the proposed street name change from Dik-Dik to Oryx.

Billy Harless, AICP
Community Development Director
KG

MIDWEST CITY
Where the Spirit Flies High

Community Development Department





NOTIFICATION MAP FOR PC-2038

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MIDWEST CITY
Where the Spirit Flies High
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Memorandum

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: January 28, 2020

Subject: Discussion and Consideration of accepting an update regarding ongoing OG&E Street Lighting maintenance.

A special Council sub-committee (Reed, Byrne and Eads) meeting was held on October 18, 2017 to review Midwest City street lighting maintenance issues, which are owned by OG&E. Per the discussion, Council requested to have quarterly updates on the progress associated with the action items agreed to between the council and OG&E personnel.

The below list details the contact and progress staff and OG&E personnel have had:

- October 23, 2017 the agenda was a recap of the action items discussed at the special council meeting of October 18, 2017.
- December 20, 2017 meeting with OG&E staff and Midwest City GIS, Community Development and Public Works staff. Where discrepancies between OG&E and Midwest City street light GIS data bases were discussed and a resolution strategy was developed.
- April 8, 2019 meeting with Public Works staff and the the new Lighting Supervisor, Melaina Moffatt, to establish new lines of communication.
- May 15, 2019 Public Works and Community Development staff met with OG&E engineers to discuss various projects such as OM Median lighting, and discussed status of roadway lighting projects. A lighting project report is attached.
- September 18, 2019, Public Works and Community Development staff met with OG&E engineers to provide updates on various projects (a detailed report is attached and further information, if needed will be provided at the January 28, 2020 Council meeting).
- OG&E is making progress city-wide on the LED retrofit program. (OG&E representatives will provide an update at the January 28, 2020 Council meeting.)

City staff continues to perform citywide nighttime audits of street lighting. The purpose of the audit is to update the street light outage log and report any newly observed street light outages to OG&E. The recent quarterly report is attached for your review.

Please let me know if I can provide additional information.

R. Paul Streets
R. Paul Streets, Public Works Director

Attachment: Street Light project report
Street Lighting audit report

Date Reported	Pole #	Location	Work Order #	Emailed to OG&E	DETAILS	RESULTS FROM OG&E	DATE RECEIVED
5/2/2017		201 DAVIS CIR	900829253	5/2/2017			
5/2/2017		3609 ROSEWOOD	900829254	5/2/2017			
5/16/2017		ON 10TH BETWEEN DOUGLAS & MIDWEST BLVD	900830836	5/16/2017			
5/16/2017		9325 HARMONY DR	900830835	5/16/2017			
5/16/2017		METER AT JOE B BARNES 8700 E RENO	606195072	5/16/2017			
5/16/2017		1725 PLUMB DR	900830959	5/16/2017			
5/31/2017		301 W SILVERMEADOW DR		5/31/2017			
5/31/2017		1132 OAKHILL DR	900832759	5/31/2017			
5/31/2017		KEY & SHOWALTER	900832760	5/31/2017			
5/31/2017		MAGNOLIA & OAK ST	900832761	5/31/2017			
6/14/2017		SE CORNER EDDIE & RULANE	900834431	6/14/2017			
6/14/2017		GRISSOM & OAK TREE LN	900834430	6/14/2017			
6/20/2017		3397 DOVER RD	900834958	6/20/2017			
6/20/2017		1132 OAKHILL DR	900834959	6/20/2017			
6/30/2017	200-204	8700 E RENO TRL LIGHTS 200-204	900836346	6/30/2017			
7/19/2017		RED BUD & W.MIMOSA DR	900838181	7/19/2017			
7/26/2017		ON MIDWEST FROM 15TH TO RENO B/S RDWAY	900838904	7/26/2017			
7/26/2017		ON MIDWEST FROM 29TH TO RENO	900838973	7/26/2017			
8/1/2017		3001 W WOODCREST DR	900839613	8/1/2017			
8/3/2017		SW CORNER FAIRLANE & IDYLWILD DR	900840165	8/3/2017			
8/4/2017		1329 NOTTOWAY	900840164	8/14/2017			
8/7/2017		721 E BELLVIEW DR(2HOUSES NORTH EAST SIDE OF RD	900840678	8/7/2017			
8/9/2017		11546 HAMPTON DR	900840677	8/9/2017			
8/10/2017		SOONER TO AIR DEPOT E/W BOUND ALL RAMPS	900840676	8/10/2017			
8/10/2017		EB AIRE DEPOT TO TOWN CENTER	900840675	8/10/2017			
8/10/2017		WB MIDWEST BLVD/CENTER	900840674	8/10/2017			
8/15/2017		508 THREE OAKS DR	900841237	8/15/2017			
8/17/2017		1132 OAKHILL DR	900842037	8/17/2017			
8/22/2017		NE 10TH & LOTUS	900842180	8/22/2017			
8/22/2017		LAKESIDE & HAMPTON	900842181	8/22/2017			
8/23/2017		3001 N IDYLWILD DR		8/23/2017			
8/25/2017		POST RD BETWEEN 23RDST & 2700 BLK	900842844	8/25/2017			
8/28/2017		ON BUENA VISTA FROM 8TH ST TO 15TH ST	900842845	8/28/2017			
8/28/2017		CAUTION LIGHTS ON I-40 CURVE EXIT 157B	700972345	8/28/2017			
9/6/2017		LIVE OAK & GLENOAKS DR	900844747	9/6/2017			
9/7/2017		S MIDWEST BLVD FROM 29TH TO RENO AVE	900844748	9/7/2017			
9/13/2017		12782 SE 19TH ST	900845147	9/13/2017			
9/13/2017		8700 E RENO AVE (TENNIS COURTS)	900845085	9/13/2017			
9/13/2017		NE 10TH & ST.JOHN	900845132	9/13/2017			
9/20/2017		12787 SE 19TH ST	900845780	9/20/2017			
9/20/2017		3001 N IDYLWILD DR	900845781	9/20/2017			
9/20/2017		RENO & SE 15TH ON MIDWEST B/S OF STREET	900845783	9/20/2017			
9/20/2017		119 W MYRTLE	900845784	9/20/2017			
9/20/2017		2 LIGHTS/RED BUD MIMOAS & MARSHALL	900845785	9/20/2017			
9/26/2017		NE 10TH & AIR DEPOT BLVD & MIDWEST BLVD	900846578	9/26/2017			
9/26/2017		ON AIR DEPOT BETWEEN 29TH & 15TH	900846577	9/26/2017			
9/26/2017		704 S DOUGLAS(NS OF ROAD WAY G/C ENTR)	900846576	9/26/2017			
9/26/2017	503	8700 E RENO AVE (SNOW CONE STAND)	900846574	9/26/2017			
9/26/2017	507	8700 E RENO AVE (SOFTBALL FIELDS)		9/26/2017			
9/26/2017	7000L	777 E ROSE DR	900846668	9/26/2017			
9/29/2017		10140 SE 23RD ST (NW CORNER)	900847397	9/29/2017			
9/29/2017		304 S SOONER RD(POLE ON GROUND)	900847395	9/29/2017			
10/2/17		SE 29TH MARSHALL TO AVE F	900847640	10/2/2017			
10/3/2017	501/503/504	8700 E RENO AVE (WALKING TRL)		10/3/2017			
10/3/2017	507/512/531	8700 E RENO AVE (WALKING TRL)		10/3/2017			
10/3/2017	532/533	8700 E RENO AVE (WALKING TRL)		10/3/2017			
10/3/2017		12521 SE 18TH ST		10/3/2017			
10/3/2017		1205 S. AIR DEPOT (IN FRONT OF UPS STORE)	900847756	10/3/2017	900866073	1/31/2018	
10/3/2017		1109 S AIR DEPOT (IN FRONT OF O'REILLY'S)	900847757	10/3/2017	900866075	1/31/2018	
10/3/2017		809 S AIR DEPOT (IN FRONT OF SUPER CUTS)	900847758	10/3/2017	900866076	1/31/2018	
10/3/2017		711 S AIR DEPOT(IN FRONT OF 10 GYM)	900847759	10/3/2017	900866077	1/31/2018	
10/3/2017		617 S AIR DEPOT (IN FRONT OF GOLDEN CORRAL)	900847760	10/3/2017	900866078	1/31/2018	
10/3/2017		217 S AIR DEPOT (IN FRONT OF SONIC)	900847761	10/3/2017	900866079	1/31/2018	
10/3/2017		100 N AIR DEPOT (IN FRONT OF HPM)	900847763	10/3/2017			
10/3/2017		300 N AIR DEPOT(IN FRONT OF ST.MATTHEWS)	900847764	10/3/2017			
10/3/2017		N AIR DEPOT & W SILVERMEADOW TO THE NORTH	900847765	10/3/2017	900866080	1/31/2018	
10/3/2017		501 N AIR DEPOT, SOUTHBOUND	900847788	10/3/2017			
10/3/2017	private lights not oge	700 N AIR DEPOT(GOOD SHEP LUTH CHURCH)	900847789	10/3/2017			
10/3/2017		600 N AIR DEPOT, SOUTH BOUND	900847790	10/3/2017	900866083	1/31/2018	
10/3/2017		NE 10TH ST & N AIR DEPOT BLVD	900847791	10/3/2017	900866084	1/31/2018	
10/3/2017		NE 10TH BETWEEN N AIR DEPOT/N MIDWEST BLVD	900847793	10/3/2017			

10/3/2017		SE CORNER N.MIDWEST & NATIONAL	900847794	10/3/2017		
10/3/2017		EAST SIDE 2ND POLE N MIDWEST BLD/NATIONAL	900847798	10/3/2017		
10/3/2017		NE CORNER RENO & MIDWEST BLVD	900847796	10/3/2017		
10/3/2017		S MIDWEST BLVD FROM 29TH TO RENO AVE	900847797	10/3/2017		
10/3/2017		TINKER DIAGONAL & WATTS(POLE DOWN)	900847843	10/3/2017	SENT TO ENG FOR REUBUILD JOE	1/31/2018
10/4/2017		MWB BETW RENO & SE 15TH ST	900847844	10/4/2017		
10/5/2017		AIR DEPOT BTWN RENO & NE 10TH ENTIRE MILE OUT	900847909	10/5/2017		
10/5/2017		301 GRUMMAN(CORNER OF GRUMMAN/TINKER DR	900847908	10/5/2017		
10/5/2017		8700 E RENO AVE(TENNIS COURTS EAST CRT SE CORNER	900847915	10/5/2017		
10/5/2017		301 S AIR DEPOT(AUTO PLUS) LOW HANGING LINE	700976687	10/5/2017	NOT AN OGE LINE	1/31/2018
10/9/2017	544 & 545	8700 E RENO(REG PARK) TOPS KNOCKED OFF	900848373	10/9/2017	900866088	1/31/2018
10/9/2017	532 & 533	8700 E RENO(REG PARK) BY SOFTBALL FLDS	900848382	10/9/2017	900866090	1/31/2018
10/9/2017		8700 E RENO(REG PARK) BY SOFTBALL FLDS	900848382	10/9/2017	900866090	1/31/2018
10/9/2017		LORENE & DORCHESTER- CORNER	900848383	10/9/2017		
10/9/2017		522 W RICKENBACKER	900848384	10/9/2017		
10/9/2017		8105 NE 10TH ST (WILLOW BROOK ELEM)	900848385	10/9/2017	900848385 POLE REPLACED	1/31/2018
10/10/2017		ST. MATHEWS & SOONER RD (CORNER)	900848448	10/10/2017		
10/11/2017		1908 S POST RD (POST-RAIL RD - 29TH EAST SIDE)	900848819	10/11/2017		
10/11/2017		NE CORNER NE 3RD & LOTUS AVE	900848820	10/11/2017		
10/11/2017		12404 HASTINGS RD(LIGHT IN CUL-DE-SAC)	900848821	10/11/2017		
10/17/2017		6600 blk TINKER DIAG (NE SIDE OF I-40)	900849877	10/17/2017	LIGHT SHOULD BE WORKING	1/31/2018
10/17/2017		NE 10TH & BELLA VISTA (NE CORNER)	900849879	10/17/2017		
10/19/2017		10242 NE 10TH ST (SW CORNER 10TH & PINE)	900850666	10/19/2017		
10/19/2017		1330 TINA DR(SE CORNER TINA & SOONER)	900850667	10/19/2017	900866104	1/31/2018
10/19/2017		CORNER SHEFFIELD & HUNTINGTON RD (15537 SHEFFIELD)	900850669	10/19/2017		
10/19/2017		932 RUBY LN (CORNER SE 10TH & RUBY LN)	900850670	10/19/2017		
10/19/2017		1701 SONG BIRD (EXPOSED WIRE)	900850671	10/19/2017		
10/19/2017	poss get'n repl	1712 PLUMB CT (CORNER OF PLUMB CT & PLUMB DR)	900850672	10/19/2017		
10/19/2017		CORNER OF COUNTRY CLUB TER & RIDGEWOOD	900850673	10/19/2017		
10/23/2017		10TH ST FROM AIR DEPOT TO DOUGLAS GOING EAST	900850666	10/23/2017		
10/25/2017		9412 EMILY LN (END OF CUL-DE-SAC)	900851174	10/25/2017	900866106	1/31/2018
10/26/2017		924 RUBY LN	900851608	10/26/2017		
10/27/2017		12521 SE 18TH ST	900851611	10/27/2017		
10/30/2017		7800-8300 blk NE 10TH (AIR DEPOT-MWB ON 10TH)	900851696	10/30/2017		
10/31/2017		CORNER OF PLUMB DR & PLUMB CT(1712 PLUMB CT)	900851939	10/31/2017		
10/31/2017		SW CORNER RULANE & EDDIE(1900 BLK RULANE)	900851940	10/31/2017		
11/1/2017		1601 S DOUGLAS BLVD	900852155	11/1/2017	900866107	1/31/2018
11/1/2017		9020 SE 15TH ST	900852157	11/1/2017		
11/1/2017		9900 SE 15TH(WS OF D/W CORNER STONE CHURCH)	900852162	11/1/2017	900866108	1/31/2018
11/1/2017		10000 SE 15TH @ THE CORNER	900852163	11/1/2017	900866109	1/31/2018
11/1/2017		2016 PEARSON DR	900852366	11/1/2017	900866110	1/31/2018
11/2/2017		CORNER OF BLUE SKY & GARRETT COLE	900852380	11/2/2017		
11/2/2017		CORNER OF CLARY & GENERAL SENTER	900852952	11/2/2017		
11/3/2017		3201 GLENHAVEN(CORNER OF GLENHAVEN & HILLTOP)	900852955	11/3/2017	900866111	1/31/2018
11/10/2017		7800-8300 blk NE 10TH (AIR DEPOT-MWB ON 10TH)	900853979	11/10/2017		
11/10/2017		8400-9000 blk NE 23rd St -Southside of NE 23rd	900853978	11/10/2017		
11/10/2017		3401 SYCAMORE	900853977	11/10/2017		
11/10/2017		200 W.LOCKHEED & 2 POLES EAST OF LOCATION	900853976	11/10/2017	1 LIGHT FIXED, 1 LIGHT IS A SEC LIGHT	1/31/2018
11/10/2017		550 ADAIR - ACROS FROM ST2 POLE DOWN	900853975	11/10/2017	POLE REPLACED	1/31/2018
11/10/2017		SE 9TH & WESTMINISTER -EAST SIDE OF WESTMIN	900853974	11/10/2017		
11/14/2017	10	CORNER OF SE 5TH & FOX DR (SOUTH SD OF RD)	900854300	11/14/2017		
11/14/2017		100 GILL DR (SOUTH SIDE OF PROPERTY)	900854302	11/14/2017		
11/14/2017		BETWEEN 3200 & 3208 N GLENOAKS DR	900854303	11/14/2017		
11/14/2017		LIGHT OUT AT CORNER OF ROBIN RD & W PRATT DR	900854304	11/14/2017		
11/14/2017	544 & 545	8700 E RENO AVE -DAMAGED IN WOODED AREA	900854305	11/14/2017		
11/14/2017	512 & 523	8700 E RENO AREA- LIGHTS OUT	900854330	11/14/2017		
11/16/2017		2400 N KEY BLVD	900854784	11/16/2017		
11/16/2017		NW CORNER OF CREST & ALBERT- POLE DOWN	900854822	11/16/2017		
11/16/2017		1800 RULANE (EDDIE & RULANE)	900854780	11/16/2017		
11/20/2017		SE 29th Street from Douglas to Post Rd. (9000-10000)	900855572	11/20/2017		
11/20/2017		SE 29TH ST FROM ENGLE TO DOUGLAS(8800-9000)	900855573	11/20/2017		
11/20/2017		N.DOUGLAS FROM RENO TO NE 4TH ST(100-500)	900855574	11/20/2017		
11/20/2017		NW CORNER OF SE 15TH & POST RD	900855576	11/20/2017	900866114	1/31/2018
11/20/2017		SW CORNER OF SE 15TH & POST RD	900855577	11/20/2017	900866114	1/31/2018
11/20/2017		SE CORNER OF SE 15TH & POST RD	900855577	11/20/2017	900866114	1/31/2018
11/20/2017		1340 E TIMBER VIEW DR	900855581	11/20/2017		
11/22/2017		3201 N GLENHAVEN	900855965	11/22/2017		
11/22/2017		CENTER & WILL ROGERS (THE ENTIRE STREET)	900855964	11/22/2017		
11/22/2017		2016 PEARSON	900855963	11/22/2017		
11/22/2017	9661 OR 9651	307 HELM	900855962	11/22/2017		
11/27/2017		SOUTHEAST CORNER OF NE 5TH & CEDAR	900856084	11/27/2017		
11/27/2017		9306 WONGA (CORNER OF THREE OAKS & WONGA)	900856160	11/27/2017		

11/28/2017		12521 SE 18TH ST (PREV WO 900851611)	900851611	11/28/2017			
11/28/2017		727 GLENHAVEN VILLAS CT ACR STR @ CURVE	900856227	11/28/2017			
11/30/2017		NE 10TH & AIR DEPOT BLVD & MIDWEST BLVD	900857030	11/30/2017			
11/30/2017		4301 MEADOW OAK DR (MEADOWOAK & WILLOW BROOK)	900857031	11/30/2017			
11/30/2017		CORNER OF GILL & N.KEY BLVD	900857041	11/30/2017			
11/30/2017		3201GLENHAVEN (CORNER OF GLENHAVEN/HILLTOP)	900857040	11/30/2017			
11/30/2017		1000 E MIMOSA - STAYS ON	900857039	11/30/2017			
11/30/2017		101 W MARSHALL(COVER MISSING)	900857038	11/30/2017			
11/30/2017		N.KEY & TILLER	900857037	11/30/2017			
11/30/2017		9513 RHYTHM RD	900857033	11/30/2017			
11/30/2017		9520 RHYTHM	900857034	11/30/2017			
11/30/2017		SE CORNER NAWASSA & OLD COLONY RD	900857265	11/30/2017			
12/6/2017		ESA PARK - URGENT	900857737	12/6/2017			
12/6/2017		SW CORNER WILLOWBROOK & ROLLING MEADOWS	900857915	12/6/2017			
12/6/2017		SE 15TH & MIDWEST BLVD EAST SIDE OF RD	900857916	12/6/2017			
12/6/2017		RENO & DOUGLAS WEST SIDE OF RD	900857917	12/6/2017			
12/6/2017		6608 SE 5TH ST	900857919	12/6/2017			
12/6/2017		SE 5TH & FOX DR	900857921	12/6/2017			
12/7/2017		516 CROSBY BLVD (CORNER OF 5TH & CROSBY)	900857914	12/7/2017			
12/7/2017		15TH & LOCKHEED (NEAR MCDONALDS)	900857912	12/7/2017			
12/7/2017		12808 SE 20TH ST (INTERSECTION SE 20 & BROOK)	900857923	12/7/2017			
12/7/2017		3800-4300 N SHADYBROOK (10TH-WINDSOR WAY)	900858285	12/7/2017			
12/7/2017		7000-8500 NE 10TH(AIR DEPOT-SPENCER)	900858283	12/7/2017			
12/7/2017		TOWN CENTER & SE 29TH (I-40)	900858282	12/7/2017	LIGHT SHOULD BE WORKING	1/31/2018	
12/7/2017		8605 NE 10TH (DOWN POLE IN YARD)	900858281	12/7/2017			
12/7/2017		100 GILL DR (SOUTH SIDE OF PROPERTY)	900858278	12/7/2017			
12/13/2017		3201 N GLENHAVEN	en-sent to oge engineer for re	12/13/2017			
12/13/2017		SE 29TH & DOUGLAS (NW CORNER)	900858685	12/13/2017			
12/13/2017		SE 15TH & WOODBRIAR LN (NW CORNER)	900858684	12/13/2017			
12/13/2017		SW CORNER OAKWOOD EAST BLVD & ELMHURST	900858688	12/13/2017			
12/13/2017		6600 - 6800 BLK NE 10TH (SOONER RD TO CRUTHCO CK BRIDGE	900858690	12/13/2017			
12/13/2017		BETWEEN 6705 & 6709 ELAND	900858834	12/13/2017			
12/18/2017		BETWEEN 507 & 509 E CURTIS DR	900859275	12/18/2017	900866116	1/31/2018	
12/21/2017		1304 PARKWOODS CT	900859704	12/21/2017	900866118	1/31/2018	
12/22/2017		SE CORNER OF GILL DR & N. KEY (PREV WO 900857041)	900859945	12/22/2017			
12/22/2017		SE 18TH & CHOCTAW WOOD DR	900859944	12/22/2017			
1/4/2018		2400 N KEY BLVD(PREV WO 900854784 11/16/17)	900860848	1/4/2018			
1/4/2018		1800 RULANE (EDDIE & RULANE) PRV WO 900854780 11/16/17	900860850	1/4/2018			
1/4/2018		ON AIR DEPOT BETWEEN SE 15TH & GLENHAVEN(EB)	900860856	1/4/2018			
1/4/2018		NW CORNER OF SE 15TH & AIR DEPOT	900860856	1/4/2018			
1/4/2018	544	8700 E RENO AVE REG PARK BY BRIDGE ORANGE TAPE	900860863	1/4/2018			
1/4/2018	545	8700 E RENO AVE REG PARK BY BRIDGE ORANGE TAPE	900860863	1/4/2018			
1/4/2018		273 CAMBRIDGE DR - IN THE FRONT YARD	900860862	1/4/2018			
1/4/2018		SE CORNER OF SE 29TH & SOONER RD	900861156	1/4/2018			
1/9/2018		400-1200 BLK ADAIR NS OF THE RDWAY	900861455	1/9/2018			
1/9/2018		114 LONDON LN (CORNER OF LONDON & OXFORD)	900861457	1/9/2018			
1/11/2018		1300 PARKWOODS CT(CORNER OF PRKWDS CT & PRKWDS LN)	900861883	1/11/2018			
1/11/2018		SW CORNER SE 15TH & DOUGLAS BLVD BROKEN GLOBE	900861944	1/11/2018			
1/12/2018		12440 SUSSEX RD- LAMP COVER NOT ATTACHED	900862333	1/12/2018			
1/12/2018		8000-9000 BLK NE 10TH(MIDWEST BLVD -DOUGLAS BLVD)	900862334	1/12/2018			
1/15/2018	10	SE 5TH & FOX DR(SOUTH SIDE OF THE STREET) PRV WO 900854300	900862344	1/15/2018			
1/16/2018		NE CORNER PARKWOODS LN & PARKWOODS TERR	9008623436	1/16/2018			
1/17/2018		CORNER OF E.KEY BLVD & E. ROSE DR	900862554	1/17/2018			
1/23/2018		WILLOW RIDGE & CHOCTAW RIDGE	900863336	1/23/2018			
1/31/2018	2820	CORNER OF GILL & MURRAY DR	900866042	1/31/2018			
1/31/2018		341 SYCAMORE - NO HOOD ON LIGHT	900866044	1/31/2018			
1/31/2018	51862	ON ADAIR BEWTEEN AIR DEPOT & HUDIBURG	900866045	1/31/2018			
1/31/2018	51080	ON ADAIR BEWTEEN AIR DEPOT & HUDIBURG	900866067	1/31/2018			
1/31/2018		14 POLES ON ADAIR BETWEEN AIR DEPOT/HUDIBURG	900866068	1/31/2018			
1/31/2018		6 POLES ON HUDIBURG FROM 15TH TO I-40	900866069	1/31/2018			
1/31/2018		212 S DAVIDSON RD	0900866071	1/31/2018			
1/31/2018		3005 RIDGEWOOD DR	0900866072	1/31/2018			
2/2/2018		CORNER OF BIRD AND W.PRATT DR	900865109	2/2/2018			
2/8/2018		CORNER OF N. TOWERY & FROLICH	900865739	2/8/2018			
2/12/2018		E.CURTIS & KEY	900866035	2/12/2018			
2/16/2018		SW CORNER W FAIRCHILD/W LOCKHEED DR(REINSTALL POLE)		2/16/2018			
3/5/2018		ON SE 29TH FROM ENGLE TO POST RD	900868458	3/5/2018			JOB COMPLETE RECVD 3/12/18
3/5/2018		ON DOUGLAS FROM SE 15TH TO RENO AVE	900868459	3/5/2018			JOB COMPLETED 3/13/18
3/5/2018		ON NE 10TH ST FROM SOONER RD TO MWB	900868460	3/5/2018			JOB COMPLETED 3/13/18
3/5/2018		SE CORNER OF TIMBER & BELLVIEW DR	900868635	3/5/2018			JOB COMPLETED 3/13/18

3/5/2018		501 E CURTIS/(CORNER OF CURTIS & KEY)	900868622	3/5/2018	JOB COMPLETED 3/13/18
3/7/2018		CORNER OF ELIZABETH & CAMBRIDGE	900868956	3/7/2018	ENG DEPT UG REPLACEMENT
3/7/2018		908 RUBY LN -END OF CUL DE SAC	900868957	3/7/2018	STILL OPEN UNABLE TO GAIN ACCESS BCKYRD
3/7/2018		NE CORNER E RICKENBACKER & E HARMON- DAMAGE	900868958	3/7/2018	JOB COMPLETED 3/15/18
3/12/2018		429 N. AIR DEPOT (IN FRONT OF ROLLING OAKS)	900869245	3/12/2018	JOB COMPLETED 3/15/18
3/13/2018		CORNER OF SE 5TH & DELIA (5832 SE 5TH)	900869563	3/13/2018	JOB COMPLETED 3/20/18
3/13/2018		CORNER OF SE 6TH & DELIA (5832 SE 5TH)	900869564	3/13/2018	JOB COMPLETED 3/19/18
3/13/2018		6000 SE 6TH	900869587	3/13/2018	JOB COMPLETED 3/20/18
3/15/2018		SE 15TH ST & STONEGATE - OLD TOWN NEIGHBORHOOD (POLE ON GROUND)	900870054	3/15/2018	JOB COMPLETED 3/22/18
3/15/2018		NE CORNER WHEELER & BOEING	900870056	3/15/2018	JOB COMPLETED POLE REPLACED
3/16/2018		6005 SE 5TH ST- LIGHTS ON 5TH FROM DELIA TO CROSBY OUT	900870320	3/16/2018	JOB COMPLETED 3/26/18
3/27/2018	51896	NAWASSA & OLD COLONY RD	900871203	3/27/2018	JOB COMPLETED NO NOTES WILL REOPEN&MAKE SURE
3/27/2018		SE 15TH & DOUGLAS - POST RD	900871204	3/27/2018	JOB COMPLETED 3/30/18
3/27/2018	70001	536 CARDINAL PL	900871205	3/27/2018	REOPENED DUE DATE 4/16/18
3/27/2018		NE CORNER NE 15TH & SPENCER RD	900871206	3/27/2018	JOB COMPLETED 3/29/18
3/27/2018		IN THE YARD BETWEEN 324/326 ELM ST	900871207	3/27/2018	JOB COMPLETED 3/29/18
3/27/2018		9715 RHYTHM	900871208	3/27/2018	JOB COMPLETED 3/29/18
3/27/2018		DAMAGED POLE RAILD RD & SPUR	900871209	3/27/2018	JOB COMPLETED 3/29/18
3/28/2018		501 E CURTIS DR	900871451	3/28/2018	JOB COMPLETED 4/2/18
4/3/2018		402 W. LOCKHEED	8958610	4/3/2018	POLE REPLACED COMPLETED 4/19
4/9/2018		LAKESIDE & HAMPTON	900872364	4/9/2018	REOPENED DUE TO NO NOTES
4/9/2018	540-543	REG PARK 8700 E RENO- DAMAGED LIGHTS	900872522	4/9/2018	JOB COMPLETED
4/11/2018		ON AIR DEPOT FROM 15TH - RENO LIGHTS ON	900872761	4/11/2018	JOB COMPLETED
4/11/2018		ON SE 15TH - SOONER - MWB LIGHTS ON	900872762	4/11/2018	JOB COMPLETED
4/11/2018		SE 15TH & DOUGLAS - POST RD	900872800	4/11/2018	JOB COMPLETED
4/11/2018		114 LONDON LN	900872801	4/11/2018	JOB COMPLETED
4/11/2018	22 & 23	TOM POOR PARK TRL LIGHTS- BEHIND 3416 N HOLMAN CT	900872828	4/11/2018	WAITING ON MATERIALS (5/31/18)
4/18/2018		CORNER OF BELLVIEW & St. Patrick	900873744	4/18/2018	JOB COMPLETED
4/19/2018	542/539/527/628/543/545	REG PARK 8700 E RENO- DAMAGED LIGHTS	900873826	4/19/2018	JOB COMPLETED
4/23/2018		205 COUNTRY LN	900874214	4/23/2018	JOB COMPLETED
5/1/2018		1820 MURRAY DR (CORNER OF KEY & MURRAY)	900874996	5/1/2018	JOB COMPLETED
5/2/2018		8700 E RENO- ROTARY PLAYGRND/PAVILION	900875155	5/2/2018	JOB COMPLETED
5/8/2018		NE CORNER OF BELL DR & REED PL	900875840	5/8/2018	JOB COMPLETED
5/17/2018		SW CORNER RHYTHM RD & LYRIC LN	900877113	5/17/2018	JOB COMPLETED
5/17/2018		401 S DOUGLAS FROM JCGC - RENO	900877115	5/17/2018	JOB COMPLETED
5/17/2018		CORNER FELIX AND MOISELLE	900877116	5/17/2018	JOB COMPLETED
5/17/2018		CORNER OF BOLTON & FELIX	900877117	5/17/2018	JOB COMPLETED
5/17/2018		CORNER OF ELM & FELIX	900877118	5/17/2018	JOB COMPLETED
5/17/2018		3924 N BELLA VISTA DR	900877119	5/17/2018	JOB COMPLETED
5/24/2018		NW CORNER BERKSHIRE & LAKESIDE DR	900877791	5/24/2018	JOB COMPLETED
5/31/2018		CORNER OF TURNER & DRAPER	900878483	5/31/2018	JOB COMPLETED
6/1/2018		11523 COUNTRY LN	900878559	6/1/2018	JOB COMPLETED
6/11/2018		300 E STEED DR	900879450	6/11/2018	JOB COMPLETED
6/11/2018		FAIRCHILD & W. LOCKHEED	900879574	6/11/2018	JOB COMPLETED
6/12/2018		700-1021 S DOUGLAS BLVD	8958865	6/12/2018	JOB COMPLETED
6/19/2018	241070	11178 STONERIDGE LN	900880423	6/19/2018	JOB COMPLETED
6/27/2018		10536 MACK DR	900881440	6/27/2018	Security light that has been sealed out
6/27/2018		8700 E RENO-ON THE TRL BETWEEN 15TH & RENO	900881441	6/27/2018	JOB COMPLETED

6/27/2018		NE 12TH ST & SPENCER RD	900881443	6/27/2018		JOB COMPLETED
6/27/2018		DOUGLAS BLVD BETWEEN 15 & POST	900881444	6/27/2018		JOB COMPLETED
6/27/2018		MIDWEST BLVD 29TH & 15TH	900881445	6/27/2018		JOB COMPLETED
6/27/2018		AIR DEPOT RENO TO NE 10TH	900881446	6/27/2018		JOB COMPLETED
6/27/2018		7100-7300 BLK SE 29TH ST	900881447	6/27/2018		JOB COMPLETED
7/6/2018		ON NE 10TH ST FROM MWB TO AIR DEPOT-modified Sooner to Douglas	900882553/900883503	7/6/2018		JOB COMPLETED
7/6/2018		ON POST BETWEEN 15TH & 29TH	900882554	7/6/2018		JOB COMPLETED
7/6/2018		E BELLVIEW & ST PATRICK DR	900882551	7/6/2018		JOB COMPLETED
7/6/2018		E BELLVIEW & LE JEAN	900882550	7/6/2018		JOB COMPLETED
7/10/2018		2003 RIDGEVIEW RD-LIGHT ON ALL THE TIME	900883448	7/10/2018		JOB COMPLETED
7/12/2018		NW CORNER OF FELIX & RUSSELL	900883449	7/12/2018		JOB COMPLETED
7/16/2018		NE 10TH & AIR DEPOT - LIGHT COVER HANGING OFF	900883450	7/16/2018		JOB COMPLETED
7/16/2018		MEADOWBROOK & PLEASNT - LIGHT BLINKS	900883451	7/16/2018		JOB COMPLETED
8/8/2018		CENTER DR	900886343	8/8/2018		JOB COMPLETED
8/8/2018		NW CORNER FELIX & RUSSELL	900886345	8/8/2018		JOB COMPLETED
8/8/2018		NE 23RD & ST. PETER AVE	900886406	8/8/2018		JOB COMPLETED
8/8/2018		SE 5TH & CROSBY BLVD	900886407	8/8/2018		JOB COMPLETE
8/9/2018		NE CORNER OF SE 7TH & CROSBY BLVD	900886408	8/9/2018		JOB COMPLETE
8/10/2018		1604 PENNINGTON CIR- IN THE CUL-DE-SAC	900886400	8/10/2018		JOB COMPLETE
8/10/2018		1600 DORCHESTER - ENTERANCE OF OAKWOOD EAST NEIGHBORHOOD	900886401	8/10/2018		JOB COMPLETE
8/15/2018		AIR DEPOT FROM SILVERMEADOW TO NE 10TH ST	900886997	8/15/2018		JOB COMPLETE
8/15/2018		3504 N IDYLWILD DR	900886998	8/15/2018		JOB COMPLETE
8/15/2018		5800-6200 SE 29TH ST	900886999	8/15/2018		JOB COMPLETE
8/15/2018		1729 CREST CIR	900887000	8/15/2018		JOB COMPLETE
8/16/2018		1714 CROSBY BLVD	900887078	8/16/2018		JOB COMPLETE
8/20/2018		NE CORNER OF ROSE DR AND KEY BLVD	900887548	8/20/2018		JOB COMPLETE
8/20/2018		CORNER OF BELL DR AND DAVIS CIR	900887549	8/20/2018		JOB COMPLETE
8/20/2018	9103	ON 10TH ST BETWEEN LOFTIN AND DOUGLAS BLVD	900887588	8/20/2018		JOB COMPLETE
8/21/2018		CORNER OF 1301 JUNIPER CIR AND PARKWOODS LN	900887661	8/21/2018		JOB COMPLETE
8/22/2018		12350 JAYCIE CIR	900887740	8/22/2018		JOB COMPLETE
8/22/82018		3201 GLENHAVEN DR (GLENHAVEN AND HILL TOP RD	900887852	8/22/2018	LIGHT ON ALL THE TIME	JOB COMPLETE
8/23/2018		TRANSFER STATION AT PWA 8730 SE 15TH ST	900888039	8/23/2018		JOB COMPLETE
8/27/2018		633 CRESCENT CIR.	900888434	8/27/2018		JOB COMPLETE
8/29/2018		1413 ALLAN LN	900888694	8/29/2018	ALSO THERE IS A LOOSE WIRE HANGING FROM POLE	JOB COMPLETE
8/29/2018		POST RD FROM 15TH ST TOWARDS 29TH ST EAST SIDE	900888696	8/29/2018		JOB COMPLETE
8/29/2018	555 556 553 552	15TH ST AND CENTURY NORTH TO BRIDGE	900888822	8/29/2018	WALKING TRAILS/8700 E. RENO	JOB COMPLETE
8/29/2018	551 550 549 548	15TH ST AND CENTURY NORTH TO BRIDGE	900888822	8/29/2018	WALKING TRAILS/8700 e. RENO	JOB COMPLETE
8/29/2018	547 546	15TH ST AND CENTURY NORTH TO BRIDGE	900888822	8/29/2018	WALKING TRAILS/8700 e. RENO	JOB COMPLETE
8/29/2018	540 539	NORTH OF BRIDGE	900888822	8/29/2018	WALKING TRAILS/8700 e. RENO	JOB COMPLETE
8/29/2018	501	RENO AND WOODSIDE EAST EDGE OF BRIDGE	900888822	8/29/2018	WQLKING TRAILS/8700 e. RENO	JOB COMPLETE
8/29/2018	504	EASTSIDE OF MAIN ENTRANCE TO ROTARY PLAYGROUND	900888822	8/29/2018	WALKING TRAIL 8700 E RENO	JOB COMPLETE
8/29/2018		ROTARY PLAYGROUND/SNOW CONE STAND	900888822	8/29/2018	WALKING TRAIL 8700 E RENO	JOB COMPLETE
8/29/2018	523 526 527 528	DOUGLAS AND JOE B BARNES (REGIONAL PARK)	900888822	8/29/2018	WALKING TRAIL 8700 E RENO	JOB COMPLETE
8/29/2018	200 201 202 203 204	BETWEEN ROTARY PAVILION AND SOLDIER CREEK	900888822	8/29/2018	WALKING TRAIL 8700 E RENO	JOB COMPLETE
8/29/2018	504	IN FRONT OF DOUG HUNT SOFTBALL FIELDS	900888822	8/29/2018	WALKING TRAIL 8700 E RENO	JOB COMPLETE
8/29/2018	512	SW CORNER OF RENO AND DOUGLAS BLVD	900888822	8/29/2018	WALKING TRAIL 8700 E RENO	JOB COMPLETE
8/30/2018		2601 ROBIN RD	900888823	8/30/2018		JOB COMPLETE
8/30/2018		201 W PRATT	900888824	8/30/2018		JOB COMPLETE
9/4/2018		10541 KRISTIE LN	900889222	9/4/2018		JOB COMPLETE
9/5/2018		LOT WEST OF 504 ASKEW	900889456	9/5/2018		JOB COMPLETE
9/5/2018		ALONG ASKEW AND SANDRA	900889457	9/5/2018		JOB COMPLETE
9/5/2018		101 STONE CREEK RD	900889540	9/5/2018		JOB COMPLETE
9/10/2018	10	CORNER OF KRISTIE LN AND MOORE AVE	900889980	9/10/2018		JOB COMPLETE
9/11/2018		CORNER OF SE 29TH ST AND A AVE	900890249	9/11/2018		JOB COMPLETE
9/12/2018		1800 MAYNORD CIR	900890453	9/12/2018	WOODEN POLE IS OLD AND ROTTEN	JOB COMPLETE/VER THAT POLE WAS NOT ROTTEN
9/12/2018		829 E ROSE DR	900890528	9/12/2018		JOB COMPLETE
9/14/2018		1301 PARKWOODS LN	900891097	9/14/2018	PARKWOODS LN AND JUNIPER CIR	JOB COMPLETE
9/18/2018		ORANGE AND GRAPEVINE	900891239	9/18/2018		JOB COMPLETE
9/19/2018		MAIN AND WOODSIDE	900891245	9/19/2018	LIGHT FALLING OFF THE POLE	JOB COMPLETE
9/25/2018	10288	12TH AND WILKEROSN	900892172	9/25/2018		JOB COMPETE
9/25/2018	10289	12TH AND PINE	900892173	9/25/2018		JOB COMPLETE
9/28/2018	533 535 539 541	NATURE TRAIL 15TH ST AND CENTURY NORTH RNEO	900892680	9/28/2018	MULTIPLE LAMPS DAMAGED FROM POLICE CHASE	JOB COMPLETE
10/3/2018	542 539 545 541 607	LIGHTS BROKEN AND OUT	900893313	10/3/2018	WALKING TRAIL 8700 E RENO	JOB COMPLETE
10/3/2018	526	THE WHOLE LIGHT IS BUSTED	900893313	10/3/2018	WALKING TRAIL 8700 E RENO	JOB COMPETE
10/3/2018		DOUGLAS BLVD BETWEEN 15 & RENO WEST SIDE	900893079	10/3/2018		JOB COMPLETE
10/10/2018		SE 15TH ST FROM OCOMA TO MIDWEST BLVD	900894141	10/10/2018		JOB COMPETE
10/10/2018		8700 E RENO (DOUG HUNT SOFTBALL FIELDS)2 POLES	900894142	10/10/2018	LEANING POLES FROM STORM CALL TO GET IN(739-1065)	NOT OGE LIGHTS
10/11/2018		10TH ST FROM LEE DR TO POST RD	900894497	10/11/2018		JOB COMPLETE
10/11/2018		SW AND SE CORNER SERENADE DR AND SE 15TH ST	900894496	10/11/2018		JOB COMPLETE
10/12/2018		1600-2900 SOUTH SOONER RD,	900894719	10/12/2018		JOB COMPLETE
10/12/2018		EAST SUSSEX AND SHAPARD	900894722	10/12/2018	THE LIGHT SHIELD IS MISSING	JOB COMPLETE
10/12/2018		CORNER OF FERNWOOD AND WHISPERING OAK DR,	900894787	10/12/2018		JOB COMPLETE
10/16/2018		800 WILLOW BROOK DR	900895040	10/16/2018		JOB COMPETE
10/17/2018		NE 10TH ST AND CHRSTINE DR.	900895241	10/17/2018		STILL ACTIVE
10/18/2018		8720 SE 15TH ST ACROSS THE STREET	900895279	10/18/2018		STILL ACTIVE
10/19/2018		1833 KAYE DR.	900895789	10/19/2018		STILL ACTIVE
10/22/2018	9725	LYRIC AND RHYTHM	900895829	10/22/2018		JOB COMPLETE
10/22/2018		3000 NGLENOAKS CORNER OF GLENOAKS & MEADOW LN	900895998	10/22/2018		JOB COMPLETE
10/23/2018		MARGENE RD AND SPRING CREEK DR	900896306	10/23/2018		JOB COMPLETE
10/24/2018		SW CORNER ALBERT AND HARMONY	900896321	10/24/2018		JOB COMPLETE
10/30/2018		920 HAZELWOOD (WEST SIDE OF PARK)	900897176	10/30/2018	TOM POORE PARK	JOB COMPLETE
10/30/2018		12230 JAYCIE CIR.	900897182	10/30/2018	IN ISLAND IN FRONT OF THIS ADDRESS	JOB COMPLETE
10/31/2018		3801 N OAK GROVE DR.	900897290	10/31/2018		JOB COMPLETE

10/31/2018		7503 SE 29TH ST	900897302	10/31/2018	LEANINGG POLE	JOB COMPLETE	
11/2/2018		10229 NE 10TH ST	900897662	11/2/2018		JOB COMPLETE	
11/2/2018		1517 LLOYD DR	900897748	11/2/2018		JOB COMPLETE	
11/5/2018		RENO BETWEEN DOUGLAS AND POST RD	900897877	11/5/2018	4 LIGHTS OUT SOUTH SIDE OF ROAD	JOB COMPLETE	
11/7/2018		12150 JAYCIE PLACE	900898453	11/7/2018		JOB COMPLETE	
11/7/2018		9713 NE 10TH ST	900898455	11/7/2018	LIGHT VERY DIM WORKS INTERMITENTLY GOING ON AND OFF	JOB COMPLETE	
11/7/2018		205 COUNTRY LN	900898550	11/7/2018		JOB COMPLETE	12/6/2018
11/8/2018	7242	2816 PARKLAWN DR.	900899012	11/8/2018	IN GRASS MEDIAN	JOB COMPLETE	12/6/2018
11/8/2018	7430	2825 PARKLAWN DR.	900899013	11/8/2018	IN GRASS MEDIAN	JOB COMPLETE	12/6/2018
11/8/2018	12130	2825 PARKLAWN DR.	900899014	11/8/2018	IN GRASS MEDIAN	JOB COMPLETE	12/6/2018
11/8/2018	10261	2828 PARKLAWN DR.	900899015	11/8/2018	IN GRASS MEDIAN	JOB COMPLETE	12/6/2018
11/9/2018	12270	5600 TINKER DIAGONAL	900898956	11/9/2018		JOB COMPLETE	12/6/2018
11/9/2018	11715	2600 S. SOONER ROAD	900898957	11/9/2018		JOB COMPLETE	12/6/2018
11/9/2018	9045	2800 S. SOONER ROAD	900898958	11/9/2018		JOB COMPLETE	12/6/2018
11/9/2018	8506	609 S. AIR DEPOT BLVD.	900898905	11/9/2018		JOB COMPLETE	12/6/2018
11/9/2018	8043	217 S. AIR DEPOT BLVD.	900898947	11/9/2018		JOB COMPLETE	12/6/2018
11/9/2018	8749	212 N. AIR DEPOT BLVD.	900898948	11/9/2018		JOB COMPLETE	12/6/2018
11/9/2018	9198	700 N. AIR DEPOT	900898949	11/9/2018		JOB COMPLETE	12/6/2018
11/9/2018	8451	777 N. AIR DEPOT	900898950	11/9/2018		JOB COMPLETE	12/6/2018
11/9/2018	11517	818 N. AIR DEPOT	900898951	11/9/2018		JOB COMPLETE	12/6/2018
11/9/2018		946 N. AIR DEPOT BLVD.	900898952	11/9/2018	NO POLE #, LAST POLE IN GRASS MEDIAN	JOB COMPLETE	12/6/2018
11/9/2018	7583	1115 N. AIR DEPOT BLVD.	900898953	11/9/2018		JOB COMPLETE	12/6/2018
11/9/2018	10253	1903 N. MIDWEST BLVD.	900898897	11/9/2018		JOB COMPLETE	12/6/2018
11/9/2018	8855	2251 N. MIDWEST BLVD.	900898898	11/9/2018		JOB COMPLETE	12/6/2018
11/9/2018	8626	1701 N. MIDWEST BLVD.	900898899	11/9/2018		JOB COMPLETE	12/6/2018
11/9/2018	6922	1395 N. MIDWEST BLVD.	900898900	11/9/2018		JOB COMPLETE	12/6/2018
11/9/2018	8291	1145 N. MIDWEST BLVD.	900898902	11/9/2018		JOB COMPLETE	12/6/2018
11/9/2018	10854	1243 N. MIDWEST BLVD.	900898903	11/9/2018		JOB COMPLETE	12/6/2018
11/9/2018	11945	936 N. MIDWEST BLVD.	900898904	11/9/2018		WAITING ON MATERIAL	12/6/2018
11/14/2018	9695	12183 JACIE CIRCLE	900899140	11/14/2018		JOB COMPLETE	12/6/2018
11/14/2018	9711	2915 S. DOUGLAS BLVD.	900899345	11/14/2018		JOB COMPLETE	12/6/2018
11/14/2018	7907	2400 S. DOUGLAS BLVD.	900899386	11/14/2018	LIGHT ASSEMBLY MISSING FROM POLE.	JOB COMPLETE	12/6/2018
11/14/2018	11072	2309 S. DOUGLAS BLVD.	900899387	11/14/2018		JOB COMPLETE	12/6/2018
11/14/2018	7902	1509 N. DOUGLAS BLVD.	900899389	11/14/2018		JOB COMPLETE	12/6/2018
11/14/2018	11831	9990 LLOYD DRIVE	900899358	11/14/2018		JOB COMPLETE	12/6/2018
11/14/2018	9997	609 N. POST ROAD	900899359	11/14/2018		JOB COMPLETE	12/6/2018
11/14/2018	11008	152 S. POST ROAD	900899360	11/14/2018		JOB COMPLETE	12/6/2018
11/14/2018	9894	1505 S. POST ROAD	900899361	11/14/2018		JOB COMPLETE	12/6/2018
11/14/2018	9999	2101 S. POST ROAD	900899362	11/14/2018		JOB COMPLETE	12/6/2018
11/14/2018	9999	2635 S. POST ROAD	900899363	11/14/2018		JOB COMPLETE	12/6/2018
11/14/2018	12219	816 S. WESTMINSTER DRIVE	900899364	11/14/2018		JOB COMPLETE	12/6/2018
11/14/2018	10199	115 S. WESTMINSTER DRIVE	900899365	11/14/2018		JOB COMPLETE	12/6/2018
11/14/2018	7589	1936 S. WESTMINSTER DRIVE	90899406	11/14/2018		JOB COMPLETE	12/6/2018
11/14/2018	11256	9010 S.E. 29TH. STREET	900899407	11/14/2018		JOB COMPLETE	12/6/2018
11/14/2018	9999	8920 S.E. 29TH. STREET	900899408	11/14/2018	SOUTHWEST CORNER	JOB COMPLETE	12/6/2018
11/14/2018	10653	9000 S.E.29TH STREET	900899409	11/14/2018		JOB COMPLETE	12/6/2018
11/14/2018	12573	8608 S.E. 29TH. STREET	900899410	11/14/2018		JOB COMPLETE	12/6/2018
11/14/2018	8657	7403 S.E. 29TH. STREET	900899411	11/14/2018		JOB COMPLETE	12/6/2018
11/14/2018	11729	7201 S.E. 29TH. STREET	900899412	11/14/2018		JOB COMPLETE	12/6/2018
11/14/2018	8361	7129 S.E. 29TH. STREET	900899413	11/14/2018		JOB COMPLETE	12/6/2018
11/14/2018	6620	6615 S.E. 29TH. STREET	900899415	11/14/2018		JOB COMPLETE	12/6/2018
11/14/2018	9999	7217 S.E.15TH. STREET	900899416	11/14/2018		JOB COMPLETE	12/6/2018
11/14/2018	9210	9014 S.E.15TH. STREET	900899417	11/14/2018		JOB COMPLETE	12/6/2018
11/14/2018	9999	9024 S.E. 15TH. STREET	900899418	11/14/2018	NO POLE NUMBER	JOB COMPLETE	12/6/2018
11/14/2018	8849	9125 S.E.15TH. STREET	900899419	11/14/2018		JOB COMPLETE	12/6/2018
11/14/2018	ALL POLES	9125-10100 S.E. 15TH STREET	900899419	11/14/2018	ALL LIGHTS OUT ON THESE POLES	JOB COMPLETE	12/6/2018
11/15/2018	9999	9519 N.E. 10th. STREET	900899610	11/15/2018	NO POLE #	JOB COMPLETE	12/6/2018
11/15/2018	8845	9401 N.E. 10TH. STREET	900899611	11/15/2018		JOB COMPLETE	12/6/2018
11/15/2018	9999	9305 N.E. 10TH. STREET	900899612	11/15/2018	NO POLE #	JOB COMPLETE	12/6/2018
11/15/2018	9999	9207 N.E. 10TH. STREET	900899613	11/15/2018	NO POLE#	JOB COMPLETE	12/6/2018
11/15/2018	6371	7901 N.E. 10TH. STREET	900899614	11/15/2018		JOB COMPLETE	12/6/2018
11/15/2018	6484	1100 N. SOONER ROAD	900899615	11/15/2018		JOB COMPLETE	12/6/2018
11/15/2018	7364-11379	8700 N.E.23RD ST.-9218 N.E.23RD ST.	900899616	11/15/2018	LIGHTS OUT ON ALL IN THIS GROUP	JOB COMPLETE	12/6/2018
11/15/2018	8063	9626 N.E.23RD. STREET	900899617	11/15/2018		JOB COMPLETE	12/6/2018
11/15/2018	8315	9798 N.E. 23RD. STREET	900899618	11/15/2018		JOB COMPLETE	12/6/2018
11/15/2018	10954	8617 CEDAR RIDGE DRIVE	900899619	11/15/2018		JOB COMPLETE	12/6/2018
11/15/2018	7729	8721 CEDAR RIDGE DRIVE	900899320	11/15/2018		JOB COMPLETE	12/6/2018
11/15/2018	11774-9065	100 S. MIDWEST BLVD.-2900 S. MIDWEST BLVD.	900899621	11/15/2018	LIGHTS ON DURING DAYTIME	JOB COMPLETE	12/6/2018
11/15/2018	11364	8584 E. RENO AVE.	900899624	11/15/2018		JOB COMPLETE	12/6/2018
11/15/2018	8491	9299 E. RENO AVE.	900899625	11/15/2018		JOB COMPLETE	12/6/2018
11/15/2018	8533	9401 E. RENO AVE.	900899626	11/15/2018		JOB COMPLETE	12/6/2018
11/15/2018	11502	9545 E. RENO AVE.	900899627	11/15/2018		JOB COMPLETE	12/6/2018
11/15/2018	7211	10289 E. RENO AVE.	900899329	11/15/2018		JOB COMPLETE	12/6/2018
11/15/2018	10377	10531 E. RENO AVE.	900899630	11/15/2018		JOB COMPLETE	12/6/2018
11/15/2018	11082	101 STONE CREEK ROAD	900899631	11/15/2018		JOB COMPLETE	12/6/2018
11/15/2018	9543	5701 E. RENO AVE.	900899632	11/15/2018	IN GRASS MEDIAN	JOB COMPLETE	12/6/2018
11/15/2018	10540	5751 E. RENO AVE.	900899633	11/15/2018	IN GRASS MEDIAN	JOB COMPLETE	12/6/2018
11/15/2018	9704	5916 E. RENO AVE.	900899634	11/15/2018	IN GRASS MEDIAN	JOB COMPLETE	12/6/2018
11/15/2018	10840	6122 E. RENO AVE.	900899635	11/15/2018	IN GRASS MEDIAN	JOB COMPLETE	12/6/2018
11/15/2018	9223	6345 E. RENO AVE.	900899636	11/15/2018	IN GRASS MEDIAN	JOB COMPLETE	12/6/2018
11/15/2018	7828	6433 E. RENO AVE.	900899637	11/15/2018		JOB COMPLETE	12/6/2018
11/16/2018	8147	1905 N. MITCHELL	900899917	11/16/2018		JOB COMPLETE	12/6/2018
11/16/2018	10495	233 W. DOUGLAS DR.	900899918	11/16/2018		JOB COMPLETE	12/6/2018
11/16/2018	11058	202 W. DOUGLAS DR.	900899919	11/16/2018		JOB COMPLETE	12/6/2018
11/16/2018	11637	212 W. LOCKHEED DR.	900899920	11/16/2018		JOB COMPLETE	12/6/2018
11/16/2018	7099	103 W. LOCKHEED DR.	900899921	11/16/2018		JOB COMPLETE	12/6/2018
11/16/2018	12065	101 E. LOCKHEED DR.	900899922	11/16/2018		JOB COMPLETE	12/6/2018

11/16/2018	10781	614 E. LOCKHEED DR.	900899923	11/16/2018		CANNOT FIND	12/6/2018
11/16/2018	9406	101 E. KITTYHAWK DR.	900899924	11/16/2018		JOB COMPLETE	12/6/2018
11/16/2018	9661	207 W. KITTYHAWK DR.	900899205	11/16/2018		JOB COMPLETE	12/6/2018
11/16/2018	9111	510 E. RICKENBACKER DR.	900899986	11/16/2018		JOB COMPLETE	12/6/2018
11/16/2018	11319	549 E. ERCOUP DR.	900899987	11/16/2018		JOB COMPLETE	12/6/2018
11/16/2018	8560	521 E. ATKINSON DR.	900899990	11/16/2018		JOB COMPLETE	12/6/2018
11/16/2018	12494	548 WILSON DR.	900899991	11/16/2018		JOB COMPLETE	12/6/2018
11/16/2018	8147	1905 N. MITCHELL DR.	900899992	11/16/2018		JOB COMPLETE	12/6/2018
11/20/2018	7723	600 DORCHESTER ROAD	900900350	11/20/2018		JOB COMPLETE	12/6/2018
11/20/2018	9574	1537 SHERWOOD DRIVE	900900351	11/20/2018		JOB COMPLETE	12/6/2018
11/20/2018	11742	2400 HAND ROAD	900900352	11/20/2018		JOB COMPLETE	12/6/2018
11/20/2018	7731	11259 S.E. 28th. STREET	900900353	11/20/2018		JOB COMPLETE	12/6/2018
11/20/2018	6806	9601 HARMONY DRIVE	900900355	11/20/2018		JOB COMPLETE	12/6/2018
11/21/2018	540	THE TRAILS	900900356	11/21/2018	NORTH OF CENTURY BLVD.	JOB COMPLETE	12/6/2018
11/21/2018	545	THE TRAILS	900900356	11/21/2018	NORTH OF CENTURY BLVD.	JOB COMPLETE	12/6/2018
11/21/2018	527	THE TRAILS	900900356	11/21/2018		JOB COMPLETE	12/6/2018
11/21/2018	526	THE TRAILS	900900356	11/21/2018		JOB COMPLETE	12/6/2018
11/21/2018	11406	I-40 NORTH SIDE EAST OF S. SOONER ROAD	900900357	11/21/2018		JOB COMPLETE	12/6/2018
11/21/2018	11190	I-40 AT HUDIBURG DRIVE	900900359	11/21/2018		JOB COMPLETE	12/6/2018
11/21/2018	11407	I-40 AT HUDIBURG DRIVE	900900359	11/21/2018		JOB COMPLETE	12/6/2018
11/21/2018	12169	TINKER DIAGONAL EAST OF SOONER ROAD	900900359	11/21/2018		JOB COMPLETE	12/6/2018
11/21/2018	11409	I-40 AT HUDIBURG DRIVE, NORTH SIDE	900900359	11/21/2018		JOB COMPLETE	12/6/2018
11/21/2018	11220	I-40 AT HUDIBURG DRIVE, SOUTH SIDE	900900359	11/21/2018		JOB COMPLETE	12/6/2018
11/21/2018	12161	TINKER DIAGONAL EAST OF SOONER ROAD	900900360	11/21/2018		JOB COMPLETE	12/6/2018
11/21/2018	11411	I-40 EAST OF SOONER ROAD	900900361	11/21/2018		JOB COMPLETE	12/6/2018
11/21/2018	10491	I-40 EAST OF HUDIBURG DRIVE	900900362	11/21/2018		JOB COMPLETE	12/6/2018
11/21/2018	11709	I-40 AT S.E.29th. STREET EXIT	900900363	11/21/2018		JOB COMPLETE	12/6/2018
11/21/2018	8684	I-40 AT S.E.29TH STREET EXIT	900900364	11/21/2018		JOB COMPLETE	12/6/2018
11/21/2018	10881	I-40 AT S.E.29TH. STREET EXIT	900900364	11/21/2018		JOB COMPLETE	12/6/2018
11/21/2018	10513	I-40 AT S.E. 29TH STREET EXIT	900900364	11/21/2018		JOB COMPLETE	12/6/2018
11/21/2018	7610	502 ADAIR BLVD.	900900365	11/21/2018		LED CONVERSION	12/6/2018
11/21/2018	10726	ADAIR BLVD EAST OF HUDIBURG DRIVE	900900386	11/21/2018	NEXT TO CROSS WALK SIGNAL LIGHT	JOB COMPLETE	12/6/2018
11/21/2018	10948	ADAIR BLVD. AT HUDIBURG DRIVE	900900387	11/21/2018		JOB COMPLETE	12/6/2018
11/21/2018	7397	ADAIR BLVD 1 BLOCK EAST OF HUDIBURG DR.	900900388	11/21/2018	SOUTH SIDE OF ROAD	JOB COMPLETE	12/6/2018
11/21/2018	12123	644 ADAIR BLVD.	900900389	11/21/2018		JOB COMPLETE	12/6/2018
11/21/2018	11132	408 FOSTER PLACE	900900390	11/21/2018		JOB COMPLETE	12/6/2018
11/23/2018	10211	5701 S.E. 12TH. STREET	900900424	11/23/2018		JOB COMPLETE	12/6/2018
11/23/2018	11041	5785 S.E.12TH// STREET	900900425	11/23/2018		JOB COMPLETE	12/6/2018
11/23/2018	9999	5900 S.E. 12TH. STREET	900900606	11/23/2018		JOB COMPLETE	12/6/2018
11/23/2018	11450	1424 MAGNOLIA LANE	900900607	11/23/2018		JOB COMPLETE	12/6/2018
11/23/2018	9960	101 EAST PRATT DRIVE	900900608	11/23/2018		JOB COMPLETE	12/6/2018
11/23/2018	11100	1706 NATIONAL BLVD.	900900609	11/23/2018		JOB COMPLETE	12/6/2018
11/24/2018	7185	264 MARGENE DRIVE	900900612	11/24/2018		JOB COMPLETE	12/6/2018
11/24/2018	8762	325 MARGENE DRIVE	900900613	11/24/2018		JOB COMPLETE	12/6/2018
11/24/2018	9042	401 SOUTH ST. PAUL AVENUE	900900614	11/24/2018		JOB COMPLETE	12/6/2018
11/24/2018	7015	9629 S.E. 4th. STREET	900900615	11/24/2018		JOB COMPLETE	12/6/2018
11/24/2018	9165	9644 S.E. 4th. STREET	900900615	11/24/2018		JOB COMPLETE	12/6/2018
11/24/2018	7208	9617 S.E. 4th. STREET	900900615	11/24/2018		JOB COMPLETE	12/6/2018
11/24/2018	10401	10121 S.E. 14th. STREET	900900616	11/24/2018		JOB COMPLETE	12/6/2018
11/24/2018	8045	10122 S.E. 14th. STREET	900900616	11/24/2018		JOB COMPLETE	12/6/2018
11/24/2018	9896	10122 S.E. 14th. STREET	900900616	11/24/2018		JOB COMPLETE	12/6/2018
11/24/2018	10216	10666 LEJEAN DRIVE	900900617	11/24/2018		JOB COMPLETE	12/6/2018
11/24/2018	10672	788 HELM DRIVE	900900618	11/24/2018		JOB COMPLETE	12/6/2018
11/24/2018	12504	881 HELM DRIVE	800900619	11/24/2018		JOB COMPLETE	12/6/2018
11/24/2018	12501	716 EAST BELLVIEW DRIVE	900900620	11/24/2018		JOB COMPLETE	12/6/2018
11/24/2018	10475	10294 LEJEAN DRIVE	900900621	11/24/2018		JOB COMPLETE	12/6/2018
11/24/2018	9999	10301 S.E. 15th. ST. AND SOUTH AVERY DRIVE	900900622	11/24/2018	NO POLE #, NORTHWEST CORNER	JOB COMPLETE	12/6/2018
11/26/2018	8167	412 ELIZABETH DRIVE	900900623	11/26/2018		JOB COMPLETE	12/6/2018
11/26/2018	6420	480 CAMBRIDGE ROAD	900900626	11/26/2018		SENT FOR UNDERGROUND REPAIR	12/6/2018
11/26/2018	10649	116 E. GOLDSBOROUGH Rd.	900900627	11/26/2018		JOB COMPLETE	12/6/2018
11/26/2018	9364	10703 N.E. 7th. STREET	900900629	11/26/2018		JOB COMPLETE	12/6/2018
11/26/2018	7688	10797 N.E. 7th. STREET	900900631	11/26/2018		JOB COMPLETE	12/6/2018
11/26/2018	8961	10292 N.E. 7th. STREET	900900632	11/26/2018		JOB COMPLETE	12/6/2018
11/26/2018	10233	625 LOTUS AVENUE	900900633	11/26/2018		JOB COMPLETE	12/6/2018
11/26/2018	11845	500 EAST CARDINAL PLACE	900900634	11/26/2018		JOB COMPLETE	12/6/2018
11/26/2018	6780	500 WOODLAND DRIVE	900900635	11/26/2018		JOB COMPLETE	12/6/2018
11/26/2018	7556	511 WOODLAND DRIVE	900900637	11/26/2018		JOB COMPLETE	12/6/2018
11/26/2018	8214	108 NORTH CHARLES AVENUE	900900638	11/26/2018		JOB COMPLETE	12/6/2018
11/26/2018	9253	9677 OAKTREE TERRACE	900900639	11/26/2018		JOB COMPLETE	12/6/2018
11/26/2018	11200	9677 GRISOM DRIVE	900900640	11/26/2018		JOB COMPLETE	12/6/2018
11/26/2018	7254	9705 EAST RENO AVE AT GRANDVIEW	900900641	11/26/2018		JOB COMPLETE	12/6/2018
11/26/2018	6703	341 NORTH KING AVENUE	900900642	11/26/2018		JOB COMPLETE	12/6/2018
11/26/2018	9710	9209 WONG DRIVE	900900643	11/26/2018		JOB COMPLETE	12/6/2018
11/28/2018	10501	210 KATHLEEN DRIVE	900901332	11/28/2018		JOB COMPLETE	12/6/2018
11/28/2018	6445	1301 PARKWOODS TERRACE	900901333	11/28/2018		SENT FOR UNDERGROUND REPAIR	12/6/2018
11/28/2018	10954	8613 CEDAR RIDGE DRIVE	900901334	11/28/2018		JOB COMPLETE	12/6/2018
11/28/2018	8079	913 NORTH LOCUST LANE	900901335	11/28/2018		JOB COMPLETE	12/6/2018
11/28/2018	6600	937 CRABTREE CV.	900901336	11/28/2018		JOB COMPLETE	12/6/2018
11/28/2018	9886	301 WEST SILVERMEADOW	900901337	11/28/2018		JOB COMPLETE	12/6/2018
11/28/2018	6860	900 NORTH LILAC LANE	900901338	11/28/2018		JOB COMPLETE	12/6/2018
11/28/2018	7791	11117 EAST RENO @TONY CESAR AVENUE	900901339	11/28/2018		JOB COMPLETE	12/6/2018
11/28/2018	8697	3001 NORTH WOODCREST DRIVE	900901340	11/28/2018		JOB COMPLETE	12/6/2018
11/28/2018	12271	7806 N.E. 18th. STREET	900901341	11/28/2018		JOB COMPLETE	12/6/2018
11/28/2018	9070	114 LONDON LANE	900901342	11/28/2018		JOB COMPLETE	12/6/2018
11/28/2018	7837	1142 ST. JOHNS AVENUE	900901343	11/28/2018		JOB COMPLETE	12/6/2018
11/28/2018	10882	8900 N.E. 12th. STREET	900901344	11/28/2018		SENT FOR UNDERGROUND REPAIR	12/6/2018
11/28/2018	12629	8635 N.E. 12th. STREET	900901345	11/28/2018		JOB COMPLETE	12/6/2018

11/28/2018	9054	8545 N.E. 12th. STREET	900901346	11/28/2018		JOB COMPLETE	12/6/2018
11/28/2018		ACROSS FROM 8730 SE 15TH ST	900901176	11/28/2018	4 SNOW FLAKES NOT RECEIVING POWER	JOB COMPLETE	12/6/2018
11/29/2018	10912	11011 Madison Ave.	900901347	11/29/2018		JOB COMPLETE	12/6/2018
11/29/2018	11335	8530 N.E. 16th. Street	900901348	11/29/2018		JOB COMPLETE	12/6/2018
11/29/2018	10993	1820 North Spencer Road	900901349	11/29/2018		JOB COMPLETE	12/6/2018
11/29/2018	6625	2141 Eastridge Drive	900901350	11/29/2018		JOB COMPLETE	12/6/2018
11/29/2018	9326	8605 N.E. 20th. Street	900901351	11/29/2018		JOB COMPLETE	12/6/2018
11/29/2018	8941	8276 N.E. 20th. Street	900901352	11/29/2018		JOB COMPLETE	12/6/2018
11/29/2018	12173	2012 North Randolph Avenue	900901353	11/29/2018		JOB COMPLETE	12/6/2018
11/29/2018	6985	2017 Louie Drive	900901354	11/29/2018		JOB COMPLETE	12/6/2018
11/29/2018	6883	9651 N.E. 19th. Street	900901355	11/29/2018		JOB COMPLETE	12/6/2018
11/29/2018	99999	9800 N.E. 19th. Street	900901356	11/29/2018		JOB COMPLETE	12/6/2018
11/29/2018	7085	1832 Tim Drive	900901357	11/29/2018		JOB COMPLETE	12/6/2018
11/29/2018	10168	1401 McGregor Drive	900901358	11/29/2018		JOB COMPLETE	12/6/2018
11/29/2018	9942	9400 N.E. 11th. St. @ Lee Street	900901359	11/29/2018		JOB COMPLETE	12/6/2018
11/29/2018	11077	9326 N.E. 11th. St. @ Lee Street	900901360	11/29/2018		JOB COMPLETE	12/6/2018
11/29/2018	7681	1517 Patricia Drive	900901361	11/29/2018		STILL ACTIVE	12/6/2018
11/29/2018	11799	10401 N.E. 4th. Street	900901362	11/29/2018		JOB COMPLETE	12/6/2018
11/29/2018	8990	2801 North Trosper Drive	900901363	11/29/2018		JOB COMPLETE	12/6/2018
11/29/2018	8665	2635 North Shadynook Way	900901365	11/29/2018		JOB COMPLETE	12/6/2018
11/29/2018	7292	1331 North St. Peter Street	900901366	11/29/2018		JOB COMPLETE	12/6/2018
11/30/2018	6815	6977 N.E. 10th. Street	900901723	11/30/2018		WAITING ON MATERIAL	12/6/2018
11/30/2018	9775	112 North Air Depot Blvd.	900901724	11/30/2018		JOB COMPLETE	12/6/2018
11/30/2018	9059	9925 S.E. 15th. Street	900901725	11/30/2018		JOB COMPLETE	12/6/2018
11/30/2018	9236	10000 S.E. 15th. Street	900901747	11/30/2018		JOB COMPLETE	12/6/2018
11/30/2018	99999	9950 S.E. 15th. Street	900901749	11/30/2018		JOB COMPLETE	12/6/2018
11/30/2018	99999	10001 S.E. 15th. Street	900901750	11/30/2018		JOB COMPLETE	12/6/2018
11/30/2018	9025	500 EAST FAIRCHILD DRIVE	900901751	11/30/2018	ON AT DAY/BAD POLE	JOB COMPLETE	12/6/2018
11/30/2018	7097	501 EAST ERCOUPE DRIVE	900901752	11/30/2018	ON DURING DAYTIME	JOB COMPLETE	12/6/2018
11/30/2018	11073	502 EAST HARMON DRIVE	900901753	11/30/2018	ON DURING DAYTIME	JOB COMPLETE	12/6/2018
11/30/2018	8000	703 NORTH KEY BLVD.	900901754	11/30/2018	BAD POLE	JOB COMPLETE	12/6/2018
11/30/2018	12647	505 EAST FAIRCHILD DRIVE	900901755	11/30/2018	ON DURING DAYTIME	JOB COMPLETE	12/6/2018
11/30/2018	6799	373 East douglas drive	900901756	11/30/2018	ON DURING DAYTIME	JOB COMPLETE	12/6/2018
11/30/2018	11412	507 EAST ERCOUPE DRIVE	900901757	11/30/2018	ON DURING DAYTIME	JOB COMPLETE	12/6/2018
11/30/2018	11620	515 EAST ERCOUPE DRIVE	900901758	11/30/2018	ON DURING DAYTIME	JOB COMPLETE	12/6/2018
12/4/2018	11834	613 EAST ERCOUPE COURT	900902163	12/4/2018	ON DURING DAYTIME	JOB COMPLETE	1/30/2019
12/4/2018	9406	101 EAST KITTYHAWK DRIVE	900902164	12/4/2018	ON DURING DAYTIME	JOB COMPLETE	1/30/2019
12/4/2018	6502	588 NORTH HARR DRIVE	900902165	12/4/2018	NO COVER ON LIGHT	JOB COMPLETE	1/30/2019
12/4/2018	10673	1000 BELL DRIVE	900902166	12/4/2018	ON DURING DAYTIME	JOB COMPLETE	1/30/2019
12/4/2018	11592	5700 S.E. 3rd. STREET	900902167	12/4/2018	ON DURING DAYTIME	JOB COMPLETE	1/30/2019
12/4/2018	9071	700 STAHL DRIVE	900902168	12/4/2018	ON DURING DAYTIME	JOB COMPLETE	1/30/2019
12/4/2018	12536	1511 NORTH KEY BLVD.	900902169	12/4/2018	ON DURING DAYTIME	JOB COMPLETE	1/30/2019
12/5/2018	11081	2201 MAPLE DRIVE	900902170	12/5/2018	LIIGHT ON DAYTIME/NO COVER	JOB COMPLETE	1/30/2019
12/5/2018	12308	2416 MURRAY DRIVE	900902172	12/5/2018	NO LIGHT COVER	JOB COMPLETE	1/30/2019
12/5/2018	99999	300 EAST JARMAN DRIVE	900902173	12/5/2018	LIGHT ON DURING DAY/NO POLE #	JOB COMPLETE	1/30/2019
12/5/2018	9882	300 EAST KERR DRIVE	900902174	12/5/2018	LIGHT ON DURING DAYTIME	JOB COMPLETE	1/30/2019
12/5/2018	7122	300 EAST COE DRIVE	900902175	12/5/2018	LIGHT ON DURING DAYTIME	JOB COMPLETE	1/30/2019
12/5/2018	9368	549 EAST STEED DRIVE	900902176	12/5/2018	BROKEN COVER (KIWANAS PARK)	JOB COMPLETE	1/30/2019
12/5/2018	12385	1103 SOUTH MIDWEST BLVD.	900902178	12/5/2018	BROKEN COVER (KIWANAS PARK)	JOB COMPLETE	1/30/2019
12/5/2018	6691	537 EAST STEED DRIVE	900902179	12/5/2018	NO COVER (KIWANAS PARK)	JOB COMPLETE	1/30/2019
12/5/2018	6568	1007 SOUTH MIDWEST BLVD.	90090280	12/5/2018	NO COVER (KIWANAS PARK)	JOB COMPLETE	1/30/2019
12/5/2018	11444	1901 ALBERT DRIVE	900902181	12/5/2018	POLE BAD/NO COVER/NO BULB	JOB COMPLETE	1/30/2019
12/5/2018	8962	9725 RHYTHM ROAD	900902182	12/5/2018	NO COVER, NO BULB	JOB COMPLETE	1/30/2019
12/5/2018	8935	2927 SOUTH OAK AVE.	900902183	12/5/2018	ON DURING DAYTIME	JOB COMPLETE	1/30/2019
12/5/2018	8555	3105 NORTH HOLMAN COURT	900902818	12/5/2018	ON DURING DAYTIME	JOB COMPLETE	1/30/2019
12/5/2018	10725	3021 BGOAK DRIVE	900902819	12/5/2018	NO COVER	JOB COMPLETE	1/30/2019
12/5/2018	11171	2089 WOODSIDE DRIVE	900902920	12/5/2018	ON DURING DAYTIME	JOB COMPLETE	1/30/2019
12/5/2018	9426	4613 MEADOWOAK DRIVE	900902821	12/5/2018	BROKEN COVER (KIWANAS PARK)	JOB COMPLETE	1/30/2019
12/5/2018	9326	8605 N.E. 20th STREET	900902822	12/5/2018	ON DURING DAYTIME	JOB COMPLETE	1/30/2019
12/7/2018	10714	316 COUNTRY CLUB TERRACE	900902719	12/7/2018	ON DURING DAYTIME	JOB COMPLETE	1/30/2019
12/7/2018	12388	211 EAST ORCHARD DRIVE	900902720	12/7/2018	TRIM AROUND LIGHT	JOB COMPLETE	1/30/2019
12/7/2018	12560	3100 ROBIN ROAD	900902721	12/7/2018	NO COVER	JOB COMPLETE	1/30/2019
12/7/2018	10446	3113 ROBIN ROAD	900902722	12/7/2018	NO COVER	JOB COMPLETE	1/30/2019
12/7/2018	9938	301 WEST BLUERIDGE DRIVE	900902724	12/7/2018	ON DURING DAYTIME	JOB COMPLETE	1/30/2019
12/7/2018	8350	10625 N.E. 7th. STREET	900902723	12/7/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/7/2018	9364	10703 N.E. 7th. STREET	900902725	12/7/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/11/2018	7733	600 WEST BRIARCREST	900902823	12/11/2018	ON DURING DAYTIME	JOB COMPLETE	1/30/2019
12/11/2018	10250	3212 IDYLWILD DRIVE	900902824	12/11/2018	ON DURING DAYTIME	JOB COMPLETE	1/30/2019
12/11/2018	7694	1001 GLENMANOR DRIVE	900902825	12/11/2018	ON DURING DAYTIME	JOB COMPLETE	1/30/2019
12/11/2018	8654	3200 NORTH GLENOAKS DRIVE	900902866	12/11/2018	ON DURING DAYTIME	JOB COMPLETE	1/30/2019
12/11/2018	11860	334 WEST MICHAEL DRIVE	900902867	12/11/2018	NO COVER	JOB COMPLETE	1/30/2019
12/11/2018	12027	12508 APPLEGROVE CIRCLE	900902869	12/11/2018	ON DURING DAYTIME	JOB COMPLETE	1/30/2019
12/11/2018	8416	10692 REITER DRIVE	900902871	12/11/2018	NO COVER	JOB COMPLETE	1/30/2019
12/11/2018	10622	10307 ST. PATRICK DRIVE	900902872	12/11/2018	NO COVER	JOB COMPLETE	1/30/2019
12/11/2018	7774	501 SOUTH ST. PAUL AVENUE	900902873	12/11/2018	ON DURING DAYTIME	JOB COMPLETE	1/30/2019
12/11/2018	8035	9602 S.E. 6th. STREET	90902874	12/11/2018	ON DURING DAYTIME	JOB COMPLETE	1/30/2019
12/11/2018	7465	112 NORTH KING AVENUE	900902875	12/11/2018	ON DURING DAYTIME	JOB COMPLETE	1/30/2019
12/13/2018	7839	13100 SHIRLEY LANE	900903310	12/13/2018	ON DURING DAYTIME	JOB COMPLETE	1/30/2019
12/13/2018	8509	11536 VILLAGE AVENUE	900903312	12/13/2018	TRIM BRUSH	JOB COMPLETE	1/30/2019
12/13/2018	7354	1600 CYNTHIA DRIVE	900903313	12/13/2018	ON DURING DAYTIME	JOB COMPLETE	1/30/2019
12/13/2018	6438	9300 N.E. 12TH. STREET	900903315	12/13/2018	POLE WARPED	JOB COMPLETE	1/30/2019
12/13/2018	7994	9874 N.E. 19TH. STREET	900903316	12/13/2018	NO COVER/ON DURING DAYTIME	JOB COMPLETE	1/30/2019
12/13/2018	7477	211 EAST MYRTLE LANE	900903317	12/13/2018	EXPOSED BURIED POWER LINE	JOB COMPLETE	1/30/2019
12/14/2018	10366	6212 S.E. 29TH. STREET	900903671	12/14/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/14/2018	6597-11675	892 N. SOONER ROAD TO 632 N. SOONER	900903672	12/14/2018	ALL LIGHTS OUT ON THESE POLES	JOB COMPLETE	1/30/2019
12/14/2018	6675-6511	2345-2222 N. DOUGLAS BLVD.	900903673	12/14/2018	ALL LIGHTS OUT ON THESE POLES	JOB COMPLETE	1/30/2019
12/14/2018	99999	2801 BELLA VISTA & E. RENO AVE.	900903674	12/14/2018	LIGHT OUT/NO POLE #	JOB COMPLETE	1/30/2019

12/14/2018	10182	328 WEST COE DRIVE	900903676	12/14/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/17/2018	7723	1600 DORCHESTER ROAD	900903682	12/17/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/17/2018	12494	548 WILSON DRIVE	900903683	12/17/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/17/2018	6585	600 EAST RICKENBACKER DRIVE	900903706	12/17/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/17/2018	12065	101 EAST LOCKHEED DRIVE	900903684	12/17/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/17/2018	11058	202 WEST DOUGLAS DRIVE	900903707	12/17/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/17/2018	99999	2725 S. MIDWEST BLVD. & CURTIS DRIVE	900903708	12/17/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/17/2018	99999	2725-2387 S. MIDWEST BLVD.	900903709	12/17/2018	NEED POLE #'s ASSIGNED/ALL POLES	JOB COMPLETE	1/30/2019
12/18/2018	6668	1845 SHIRLEY DRIVE	900904128	12/18/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/18/2018	10084	13351 S.E. 19TH. STREET	900904129	12/18/2018	LIGHT OUT/NO COVER	JOB COMPLETE	1/30/2019
12/18/2018	11581	12183 JAYCIE CIRCLE	900904130	12/18/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/18/2018	9574	11537 SHERWOOD DRIVE	900904131	12/18/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/18/2018	99999	1600 OAKWOOD EAST BLVD.	900904132	12/18/20118	LIGHT OUT	JOB COMPLETE	1/30/2019
12/18/2018	7690	11640 KELLY CIRCLE	900904133	12/18/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/18/2018	9969	11647 ZANKA AVENUE	900904134	12/18/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/18/2018	7381	11715 LORENE AVENUE	900904135	12/18/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/18/2018	8944	11372 TURTLEWOOD DRIVE	900904136	12/18/2018	COMPLETE	JOB COMPLETE	1/30/2019
12/18/2018	11391	1940 SYMPHONY LANE	900904137	12/18/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/18/2018	11144	9876 S.E. 15TH. STREET	900904138	12/18/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/19/2018	8258	6089 WILL ROGERS ROAD	900904139	12/19/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/19/2018	12509	1989 HUDIBURG DRIVE	900904140	12/19/2018	LIGHTS OUT ON ALL IN THIS GROUP	JOB COMPLETE	1/30/2019
12/19/2018	7610	502 ADAIR BLVD.	900904141	12/19/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/19/2018	12268	408 EAST ELM STREET	900904142	12/19/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/19/2018	11369	300 EAST KET BLVD.	900904143	12/19/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/19/2018	9882	300 EASTR DRIVE	900904144	12/19/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/21/2018	10229	505 MARGENE DRIVE	900905729	12/21/2018	LIGHT ON DURING DAYTIME	JOB COMPLETE	1/30/2019
12/21/2018	10817	10904 O'HARA LANE	900905730	12/21/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/26/2018	6396/6407	8100 N.E. 10th. ST.-8949 N.E. 10TH. ST.	900905736	12/26/2018	ALL LIGHTS OUT ON THESE POLES	JOB COMPLETE	1/30/2019
12/26/2018	11924	5608 N.E. 10th. ST.	900905737	12/26/2018	LIGHT OUT/WIRES LOOSE	JOB COMPLETE	1/30/2019
12/27/2018	6675	9000 N.E. 23RD STREET	900906442	12/27/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/27/2018	12487	7455 N.E. 23RD STREET	900906443	12/27/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/27/2018	99999	6550 N.E. 10TH STREET	900906467	12/27/2018	LIGHT OUT/NO POLE #	JOB COMPLETE	1/30/2019
12/27/2018	7583	1115 N. AIR DEPOT BLVD.	900906468	12/27/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/27/2018	6732	1105 N. AIR DEPOT BLVD.	900906693	12/27/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/27/2018	6371	7901 N.E. 10TH STREET	900906695	12/27/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/27/2018	7722	9053 N.E. 10TH STREET	900906697	12/27/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/27/2018	99999	9201 N.E. 10TH STREET	90090699	12/27/2018	LIGHT OUT/NO POLE #	JOB COMPLETE	1/30/2019
12/27/2018	6848	9401 N.E. 10TH STREET	900906700	12/27/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/27/2018	10583	9305 N.E. 10TH STREET	900906701	12/27/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/27/2018	99999	9525 N.E. 10TH STREET	900906702	12/27/2018	LIGHT OUT/NO POLE #	JOB COMPLETE	1/30/2019
12/27/2018	10521	9823 N.E. 10TH STREET	900906703	12/27/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/27/2018	8754	10189 EAST RENO AVE.	900906704	12/27/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/27/2018	12102	10225 EAST RENO AVE.	900906705	12/27/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/27/2018	11286	8780 EAST RENO AVE.	900906706	12/27/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/27/2018	11364	8584 EAST RENO AVE.	900906707	12/27/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/27/2018	9230	129 EAST MORNINGSIDE DRIVE	900906708	12/27/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/27/2018	8046	9950 S.E. 15TH STREET	900906709	12/27/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/27/2018	9059	9925 S.E. 15TH STREET	900906710	12/27/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/28/2018	11133	1000 WEST PEEBLY ROAD	900906712	12/28/2018	LIGHT GOES ON AND OFF	JOB COMPLETE	1/30/2019
12/28/2018	11409	6001 TINKER DIAGONAL	900906713	12/28/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/28/2018	11220	5993 TINKER DIAGONAL	900906714	12/28/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/28/2018	11732	I-40 EAST OF HUDIBURG DRIVE	900906715	12/28/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/28/2018	10491	MILE MARKER 157, EAST I-40	900906716	12/28/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/28/2018	11709	MILE MARKER 157, EAST I-40	900906716	12/28/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/28/2018	8684	MILE MARKER 157, EAST I-40	900906716	12/28/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/28/2018	10464	MILE MARKER 157, EAST I-40	900906716	12/28/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/28/2018	6620	6615 S.E. 29TH STREET	900906717	12/28/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/28/2018	11552	6635 S.E. 29TH STREET	900906718	12/28/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/28/2018	11190	I-40 EAST,NORTH SIDE EAST OF HUDIBURG DR.	900906719	12/28/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/28/2018	11406	I-40 EAST OF HUDIBURG DR. NORTH SIDE	900906719	12/28/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/28/2018	10973	TINKER DIAGONAL WEST OF HUDIBURG DR.	900906720	12/28/2018	NO COVER ?	JOB COMPLETE	1/30/2019
12/28/2018	12169	TINKER DIAGONAL WEST OF HUDIBURG DR.	900906720	12/28/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/28/2018	7397	988 ADAIR BLVD.	900906721	12/28/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/28/2018	8785	996 ADAIR BLVD.	900906722	12/28/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/28/2018	8361	6339 S.E. 29TH STREET	900906723	12/28/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/31/2018	8362	1001 TALL OAKS DR.	900905784	12/31/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/31/2018	10158	2027 CAMELOT DR.	900905785	12/31/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/31/2018	7812	932 HAZELWOOD DR.	900905847	12/31/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/31/2018	1 TO #29	NATIONAL AVE./NORTH OF S.C. CENTER	900905848	12/31/2018	ALL LIGHTS OUT ON THESE POLES	JOB COMPLETE	1/30/2019
12/31/2018	#32	NATIONAL AVE./NORTH OF S.C. CENTER	900905849	12/31/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/31/2018	#40 & 41	PECAN PARK/N.E. 10TH&MIDWEST BLVD.	900905850	12/31/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/31/2018	#56	EAST HAZELWOOD/TOM POORE PARK	900905851	12/31/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/31/2018	#61	EAST HAZELWOOD/TOM POORE PARK	900905851	12/31/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/31/2018	#68	EAST HAZELWOOD/TOM POORE PARK	900905851	12/31/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/31/2018	#85 & 87	EAST TALL OAKS DR/TOM POORE PARK	900905852	12/31/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
12/31/2018	#96	EAST TALL OAKS DR/TOM POORE PARK	900905852	12/31/2018	LIGHT OUT	JOB COMPLETE	1/30/2019
1/5/2019	12321	129 TONY CESAR AVE.	900905863	1/5/2019	LIGHT ON DURING DAYTIME	JOB COMPLETE	1/30/2019
1/5/2019	9102	1001 NORTH CEDAR DRIVE	900905864	1/5/2019	LIGHT ON DURING DAYTIME	JOB COMPLETE	1/30/2019
1/5/2019	11389	600 MORAINE AVE.	900905865	1/5/2019	LIGHT ON DURING DAYTIME	JOB COMPLETE	1/30/2019
1/5/2019	11300	603 JUNIPER AVE.	900905886	1/5/2019	LIGHT ON DURING DAYTIME	JOB COMPLETE	1/30/2019
1/5/2019	12138	10504 TUMILTY AVE.	900905887	1/5/2019	LIGHT ON DURING DAYTIME	JOB COMPLETE	1/30/2019
1/5/2019	12479	10021 N.E. 12TH. STREET	900905888	1/5/2019	LIGHT ON DURING DAYTIME	JOB COMPLETE	1/30/2019
1/5/2019	9597	1201 NORTH CHRISTINE DRIVE	900905889	1/5/2019	NO COVER	JOB COMPLETE	1/30/2019
1/7/2019	8665	9496 N.E. 27TH ST. @ 2701 SHADYNOOK WAY	900905893	1/7/2019	NO COVER	JOB COMPLETE	1/30/2019
1/7/2019	11967	1164 MADISON AVE.	900905894	1/7/2019	COVER BROKEN	JOB COMPLETE	1/30/2019
1/7/2019	9865	413 SOUTH ACRES DRIVE	900905896	1/7/2019	ON DURING DAYTIME	JOB COMPLETE	1/30/2019
1/7/2019	7074	201 WEST PRATT DRIVE	900905897	1/7/2019	ON DURING DAYTIME	JOB COMPLETE	1/30/2019

1/7/2019	12640	519 EAST HARMON DRIVE	900905898	1/7/2019	ON DURING DAYTIME	JOB COMPLETE	1/30/2019
1/7/2019	6379	8117 N.E. 10TH. STREET	900905899	1/7/2019	LIGHT POLE BENT/ STRUCK BY AUTOMOBILE	UNDERGROUND REPAIR	1/30/2019
1/8/2019	5458540	JOE B BARNES PARK/WALKING TRAIL	900906909	1/8/2019	LIGHTS OUT	JOB COMPLETE	1/30/2019
1/8/2019	9179	MORRIS-MCGEE DRIVE	900906910	1/8/2019	LIGHT OUT	JOB COMPLETE	1/30/2019
1/8/2019	9846	8546 EAST RENO AVE.	900906911	1/8/2019	LIGHT OUT	JOB COMPLETE	1/30/2019
1/8/2019	10267	8546 EAST RENO AVE.	900906911	1/8/2019	LIGHT OUT	JOB COMPLETE	1/30/2019
1/8/2019	7462	8546 EAST RENO AVE.	9009069911	1/8/2019	LIGHT OUT	JOB COMPLETE	1/30/2019
1/8/2019	556	CENTURY BLVD. @ S.E. 15TH ST.	900906914	1/8/2019	WALKING TRAIL/LIGHT OUT	JOB COMPLETE	1/30/2019
1/10/2019	99999	7210 S.E. 29TH STREET/M.W.CITY WELCOME CENTER	900906724	1/10/2019	MISSING COVER/EAST PARKING AREA	JOB COMPLETE	1/30/2019
1/11/2019	10182	328 WEST COE DRIVE	900906725	1/11/2019	LIGHT GOES ON AND OFF	JOB COMPLETE	1/30/2019
1/11/2019	8747	10616 QUAIL RUN RD.	900906726	1/11/2019	ON DURING DAYTIME	JOB COMPLETE	1/30/2019
1/11/2019	99999	I-40 WEST BOUND @ EXIT 157C	900906907	1/11/2019	REPLACE POLE&PEDESTAL	LED CONVERSION	1/30/2019
1/14/2019	11577	11220 LARKIN LANE	900906915	1/14/2019	LIGHT GOES ON AND OFF	JOB COMPLETE	1/30/2019
1/17/2019	9714	11039 MADISON AVENUE	900907511	1/17/2019	LIGHT OUT	JOB COMPLETE	1/30/2019
1/17/2019	9973	11700 EAST RENO AVE. AT ROBIN ROAD	900907512	1/17/2019	LIGHT DIM	JOB COMPLETE	1/30/2019
1/21/2019	10912	11011 MADISON AVENUE	900907765	1/21/2019	LIGHT OUT	JOB COMPLETE	1/30/2019
11/21/2019	8753	3401 BELLA VISTA DRIVE	900907826	1/21/2019	LIGHT OUT	JOB COMPLETE	1/30/2019
1/22/2019	7648	221 STONE RIDGE LANE	900908580	1/22/2019	LIGHT OUT	JOB COMPLETE	3/27/2019
1/24/2019	8798	3108 BELLA VISTA DRIVE	900908581	1/24/2019	LIGHT OUT	JOB COMPLETE	3/27/2019
1/24/2019	10882	8900 N.E. 12TH. STREET	900908582	1/24/2019	LIGHT OUT	JOB COMPLETE	3/27/2019
1/25/2019	11581	12155 JAYCIE CIR	900908601	1/25/2019	LIGHT OUT	JOB COMPLETE	3/27/2019
1/28/2019	12107	11004 EAST RENO AVE.	900908950	1/28/2019	LIGHT OUT	JOB COMPLETE	3/27/2019
1/28/2019	10826	2601 ROBIN ROAD	900908951	1/28/2019	LIGHT OUT	JOB COMPLETE	3/27/2019
1/28/2019	7074	201 WEST PRATT DRIVE	900908952	1/28/2019	LIGHTS OUT	JOB COMPLETE	3/27/2019
1/28/2019	6396-647	7900-8949 N.E. 10TH. STREET	900908953	1/28/2019	MULTIPLE LIGHTS OUT	JOB COMPLETE	3/27/2019
1/29/2019	10882	8900 N.E. 12TH. STREET	900909284	1/31/2019	LIGHT OUT	JOB COMPLETE	3/27/2019
2/1/2019	12494	548 WILSON DRIVE	900910114	2/1/2019	ON DURING DAYTIME	JOB COMPLETE	3/27/2019
2/1/2019	7110	535 EAST CURTIS DRIVE	900910115	2/1/2019	NO COVER	JOB COMPLETE	3/27/2019
2/1/2019	10932	229 WEST ERCOUPE DRIVE	900910116	2/1/2019	NO COVER	JOB COMPLETE	3/27/2019
2/1/2019	10250	3412 NORTH IDYLWID DRIVE	900910117	2/1/2019	ON DURING DAYTIME	JOB COMPLETE	3/27/2019
2/1/2019	7966	2900 ROBIN ROAD	900910118	2/1/2019	ON DURING DAYTIME	JOB COMPLETE	3/27/2019
2/1/2019	12469	3917 PENNY DRIVE	900910919	2/1/2019	COVER BROKEN	JOB COMPLETE	3/27/2019
2/4/2019	11081	2201 MAPLE DRIVE	900909773	2/4/2019	NO COVER	JOB COMPLETE	3/27/2019
2/4/2019	6759	410 DRAPER DRIVE	70143331	2/4/2019	OVERGROWTH	JOB COMPLETE	3/27/2019
2/4/2019	10340	9120 PINE CREEK DRIVE	900909774	2/4/2019	ON DURING DAYTIME	JOB COMPLETE	3/27/2019
2/4/2019	8019	9713 WOODROCK PLACE	900909775	2/4/2019	NO COVER/ON DURING DAYTIME	JOB COMPLETE	3/27/2019
2/4/2019	7379	1200 NOTTOWAY DRIVE	900909776	2/4/2019	ON DURING DAYTIME	JOB COMPLETE	3/27/2019
2/4/2019	12002	2205 WEBSTER STREET	900909777	2/4/2019	BROKEN COVER (KIWANAS PARK)	JOB COMPLETE	3/27/2019
2/4/2019	12101	1301 JUNIPER CIRCLE	900909779	2/4/2019	LIGHT OFF/BROKEN COVER	JOB COMPLETE	3/27/2019
2/4/2019	8120	13296 SHIRLEY LANE	900909780	2/4/2019	ON DURING DAYTIME	JOB COMPLETE	3/27/2019
2/7/2019	7477	211 EAST MYRTLE LANE	900910330	2/7/2019	LIGHT OUT	JOB COMPLETE	3/27/2019
2/7/2019	8291-8316	1108-1145 NORTH MIDWEST BLVD	900910331	2/7/2019	LIGHTS OUT	JOB COMPLETE	3/27/2019
2/7/2019	6922	1399 NORTH MIDWEST BLVD.	900910332	2/7/2019	LIGHT OUT	JOB COMPLETE	3/27/2019
2/7/2019	8626	1701 NORTH MIDWEST BLVD.	900910333	2/7/2019	LIGHT OUT	JOB COMPLETE	3/27/2019
2/7/2019	10253	1903 NORTH MIDWEST BLVD.	900910334	2/7/2019	LIGHT OUT	JOB COMPLETE	3/27/2019
2/7/2019	8855	2231 NORTH MIDWEST BLVD.	900910335	2/7/2019	LIGHT OUT	JOB COMPLETE	3/27/2019
2/7/2019	8671	7012 N.E. 23RD. STREET	900910336	2/7/2019	LIGHT OUT	LED CONVERSION	3/27/2019
2/7/2019	8857-8315	8664-1014 N.E. 23RD. STREET	900910337	2/7/2019	MULTIPLE LIGHTS OUT	LED CONVERSION	3/27/2019
2/7/2019	10521-7722	9823-9053 N.E. 10TH STREET	900910338	2/7/2019	MULTIPLE LIGHTS OUT	LED CONVERSION	3/27/2019
2/7/2019	6397-6324	8043-7321 N.E.10TH. STREET	900910339	2/7/2019	MULTIPLE LIGHTS OUT	LED CONVERSION	3/27/2019
2/11/2019	7693	485 WEST SILVERWOOD DR.	900910646	2/11/2019	LIGHT OUT	JOB COMPLETE	3/27/2019
2/11/2019	10443	1601 NORTH SPENCER ROAD	900910648	2/11/2019	LIGHT OUT/E.S.A. PARK	JOB COMPLETE	3/27/2019
2/11/2019	12479	10021 N.E. 12TH. STREET	900910650	2/11/2019	ON DURING DAYTIME	JOB COMPLETE	3/27/2019
2/11/2019	11389/11300	MORAINE AVE./603 JUNIPER AVE.	900910651	2/11/2019	ON DURING DAYTIME	JOB COMPLETE	3/27/2019
2/11/2019	12260	9544 S.E. 29TH. STREET	900910649	2/11/2019	LIGHT OUT	JOB COMPLETE	3/27/2019
2/11/2019	12573	7403 S.E. 29TH. STREET	900910652	2/11/2019	LIGHT OUT	LED CONVERSION	3/27/2019
2/11/2019	8657	7201 S.E. 29TH. STREET	900910653	2/11/2019	LIGHT OUT	LED CONVERSION	3/27/2019
2/11/2019	11715	2338 S. SOONER ROAD	900910654	2/11/2019	LIGHT OUT	LED CONVERSION	3/27/2019
2/11/2019	12534	2126 S. SOONER ROAD	900910655	2/11/2019	LIGHT OUT	LED CONVERSION	3/27/2019
2/11/2019	99999	221 S. AIR DEPOT BLVD.	900910656	2/11/2019	LIGHT OUT/IN FRONT OF SONIC	LED CONVERSION	3/27/2019
2/11/2019	11984	1509 N. DOUGLAS BLVD.	900910661	2/11/2019	LIGHT OUT	LED CONVERSION	3/27/2019
2/11/2019	99999	2208 S. POST ROAD	900910662	2/11/2019	LIGHT OUT	JOB COMPLETE	3/27/2019
2/11/2019	99999	2046 S. POST ROAD	900910662	2/11/2019	LIGHT OUT	JOB COMPLETE	3/27/2019
2/11/2019	12182	2100 S.AIR DEPOT BLVD.	900910657	2/11/2019	LIGHT OUT	LED CONVERSION	3/27/2019
2/11/2019	11729	7127 S.E. 29th. STREET	900910658	2/11/2019	LIGHT OUT	LED CONVERSION	3/27/2019
2/11/2019	12602/11127	7127-7157 S.E.29TH. STREET	900910659	2/11/2019	LIGHT OUT	LED CONVERSION	3/27/2019
2/11/2019	99999	2310-2397 S. MIDWEST BLVD.	900910660	2/11/2019	LIGHT OUT	LED CONVERSION	3/27/2019
2/14/2019	8902	2905 DEL REY CIRCLE	900911766	2/14/2019	ON DURING DAYTIME	JOB COMPLETE	3/27/2019
2/14/2019	10601-11651	433 S.E. 29TH. ST. AT TINKER DIAGONAL	900911768	2/14/2019	LIGHTS OUT		3/27/2019
2/14/2019	7658-11675	538-632 N. SOONER ROAD	900911769	2/14/2019	LIGHTS OUT	JOB COMPLETE	3/27/2019
2/18/2019	10218	6001 S.E. 4TH. STREET	900912020	2/18/2019	ON DURING DAYTIME	JOB COMPLETE	3/27/2019
2/18/2019	9138	10700 S.E. 15TH. STREET	91381070	2/18/2019	REMOVE FROM INVENTORY		3/27/2019
2/18/2019	8495	1590 SOUTH MOORE AVE.	84951590	2/18/2019	REMOVE FROM INVENTORY		3/27/2019
2/18/2019	99999	10225 S.E. 15TH. STREET	9999910225	2/18/2019	REMOVE FROM INVENTORY		3/27/2019
2/19/2019	10932	229 WEST ERCOUPE DR.	900911770	2/19/2019	NO COVER	JOB COMPLETE	3/27/2019
2/19/2019	10975	13133 LOBLOLLY PINE ST.	900911771	2/19/2019	GOES ON AND OFF	JOB COMPLETE	3/27/2019
2/19/2019	10986	13166 RED OAK DR.	90911772	2/19/2019	GOES ON AND OFF	JOB COMPLETE	3/27/2019
2/25/2019	9219	2021 ANTHONY CIRCLE	900912336	2/25/2019	LIGHT OUT	JOB COMPLETE	3/27/2019
2/25/2019	6396-6370	1100-8205 N.E. 10TH. STREET	900912337	2/25/2019	LIGHTS OUT	JOB COMPLETE	3/27/2019
2/25/2019	9533	1397 EAST TIMBERVIEW DR.	900912338	2/25/2019	NO COVER	JOB COMPLETE	3/27/2019
3/5/2019	8348	9117 EAST CARDINAL PLACE	900913444	3/5/2019	NO COVER/ON DURING DAYTIME	JOB COMPLETE	3/27/2019
3/5/2019	9508	1624 CYNTHIA DRIVE	900913445	3/5/2019	ON DURING DAYTIME	JOB COMPLETE	3/27/2019
3/5/2019	9163	4007 NORTH SHADYBROOK DRIVE	900913546	3/5/2019	LIGHT OUT	JOB COMPLETE	3/27/2019
3/7/2019	99999	1974 TOWNSEND COURT	900914132	3/7/2019	LIGHT OUT	JOB COMPLETE	3/27/2019
3/7/2019	ALL POLES	TOM POORE PARK	900914654	3/12/2019	LIGHTS ON DURING DAYTIME	LED CONVERSION	3/27/2019
3/12/2019	7159	10500 BELLVIEW DRIVE	900915389	3/14/2019	LIGHT OUT	JOB COMPLETE	6/5/2019
3/19/2019	6416-6413	7000-8000 N.E. 10th. STREET	900915390	3/14/2019	LIGHTS OUT	JOB COMPLETE	6/5/2019

3/19/2019	10929	700 NORTH AIR DEPOT BLVD.	900916856	3/19/2019	LIGHTS OUT	LED CONVERSION	6/5/2019
3/19/2019	12182	2100 SOUTH AIR DEPOT BLVD.	900916857	3/19/2019	LIGHT OUT	LED CONVERSION	6/5/2019
3/19/2019	10726	6320 ADAIR BLVD.	900916859	3/19/2019	LIGHT OUT	LED CONVERSION	6/5/2019
3/19/2019	7397	6390 ADAIR BLVD.	900916860	3/19/2019	LIGHT OUT	LED CONVERSION	6/5/2019
3/19/2019	7610	502 ADAIR BLVD.	900916861	3/19/2019	LIGHT OUT	LED CONVERSION	6/5/2019
3/19/2019	6989	7107 S.E. 29TH. STREET	900916862	3/19/2019	LIGHT OUT	LED CONVERSION	6/5/2019
3/19/2019	11127	7157 S.E. 29TH. STREET	900916863	3/19/2019	LIGHT OUT	LED CONVERSION	6/5/2019
3/19/2019	8657	7201 S.E. 29TH. STREET	900916864	3/19/2019	LIGHT OUT	LED CONVERSION	6/5/2019
3/19/2019	12523	7403 S.E. 29TH. STREET	900916865	3/19/2019	LIGHT OUT	LED CONVERSION	6/5/2019
3/19/2019	11675	632 NORTH SOONER ROAD	900916926	3/19/2019	LIGHT OUT	JOB COMPLETE	6/5/2019
3/19/2019	99999	2801 BELLA VISTA & SOONER ROAD	900916927	3/19/2019	LIGHT OUT	LED CONVERSION	6/5/2019
3/19/2019	9230	205 E. MORNINGSIDE DRIVE	900916928	3/19/2019	LIGHT OUT	LED CONVERSION	6/5/2019
3/19/2019	7462-7704	8546 E. RENO AVE.	900916929	3/19/2019	ALL LIGHTS OUT IN PARKING LOT	JOB COMPLETE	6/5/2019
3/19/2019	11286	8110 E. RENO AVE.	900916930	3/19/2019	LIGHT OUT	LED CONVERSION	6/5/2019
3/19/2019	8754	10403 E.RENO AVE.	900916931	3/19/2019	LIGHT OUT	LED CONVERSION	6/5/2019
3/19/2019	10521	9823 N.E. 10TH STREET	900916932	3/19/2019	LIGHT OUT	LED CONVERSION	6/5/2019
3/19/2019	99999	9519 N.E. 10TH. STREET	900916933	3/19/2019	LIGHT OUT	LED CONVERSION	6/5/2019
3/19/2019	99999	9719 N.E. 10TH. STREET	900916934	3/19/2019	LIGHT OUT	LED CONVERSION	6/5/2019
3/19/2019	6346-6407	8000-9000 N.E. 10TH. STREET	900916935	3/19/2019	LIGHTS OUT	LED CONVERSION	6/5/2019
3/19/2019	6620	6615 S.E. 29TH. STREET	900916936	3/19/2019	LIGHT OUT	JOB COMPLETE	6/5/2019
3/19/2019	12648	2257 NORTH AIR DEPOT BLVD.	900916937	3/19/2019	LIGHT OUT	LED CONVERSION	6/5/2019
3/19/2019	8671	7012 N.E. 23RD. STREET	900916938	3/19/2019	LIGHT OUT	LED CONVERSION	6/5/2019
3/19/2019	12515	1536 SOUTH MIDWEST BLVD.	900916939	3/19/2019	LIGHT OUT	LED CONVERSION	6/5/2019
3/19/2019	99999	2403 NOTYH MIDWEST BLVD.	900916940	3/19/2019	LIGHT OUT	LED CONVERSION	6/5/2019
3/19/2019	6616	2521 SOUTH DOUGLAS BLVD.	900916941	3/19/2019	LIGHT OUT	LED CONVERSION	6/5/2019
3/19/2019	9059	9925 S.E. 15TH. STREET	900916941	3/19/2019	LIGHT OUT	LED CONVERSION	6/5/2019
3/19/2019	6724	158 NORTH POST ROAD	900916942	3/19/2019	LIGHT OUT	LED CONVERSION	6/5/2019
3/19/2019	6806	9601 HARMONY DRIVE	900916943	3/19/2019	LIGHT OUT	JOB COMPLETE	6/5/2019
3/19/2019	99999	1705 MELODY DRIVE	900916944	3/19/2019	LIGHT OUT	JOB COMPLETE	6/5/2019
3/19/2019	8970	412 WEST CURTIS DRIVE	900916945	3/19/2019	LIGHT OUT	JOB COMPLETE	6/5/2019
3/19/2019	11402	1800 MURRAY DRIVE	900916946	3/19/2019	LIGHT OUT	JOB COMPLETE	6/5/2019
3/19/2019	11073	502 EAST HARMON DRIVE	900916948	3/19/2019	LIGHT OUT	JOB COMPLETE	6/5/2019
3/22/2019	7016 & 8882	502 E. BOEING DR. & 505 E. DOUGLAS DR.	90916949	3/22/2019	LIGHT OUT	JOB COMPLETE	6/5/2019
3/22/2019	10234	716 HUNTER RUN	900916950	3/22/2019	ON DURING DAYTIME	JOB COMPLETE	6/5/2019
3/28/2019	8418	2800 woodcreek road	900916951	3/28/2019	WARPED LIGHT COVER	JOB COMPLETE	6/5/2019
3/28/2019	11199	3112 BIG OAK DRIVE	900916952	3/28/2019	COVER BROKEN	JOB COMPLETE	6/5/2019
3/28/2019	10946	3601 WOODSIDE DRIVE	900916953	3/28/2019	COVER BROKEN	JOB COMPLETE	6/5/2019
3/28/2019	12000	4001 DOGWOOD DRIVE	900916954	3/28/2019	COVER BROKEN	JOB COMPLETE	6/5/2019
3/28/2019	10264 &8694	9224 FOREST COVE,9229 CASSIDY COURT	900916955	3/28/2019	COVER BROKEN	JOB COMPLETE	6/5/2019
3/28/2019	11581	12183 JAYCIE CIRCLE	900916956	3/28/2019	LIGHT OUT	JOB COMPLETE	6/5/2019
3/28/2019	7593	501 EAST CURTIS DRIVE	900916957	3/28/2019	LIGHT OUT	JOB COMPLETE	6/5/2019
3/28/2019	7074	201 WEST PRATT DRIVE	900916958	3/28/2019	LIGHT OUT	JOB COMPLETE	6/5/2019
3/29/2019	9477	1325 NOTTAWAY DRIVE	900917056	4/1/2019	LIGHT OUT	JOB COMPLETE	6/5/2019
3/28/2019	6445	1301 PARKWOODS TERRACE	900917057	4/1/2019	LIGHT OUT	JOB COMPLETE	6/5/2019
4/5/2019	10986	13166 RED OAK DR.	900918181	4/5/2019	ON DURING DAYTIME	JOB COMPLETE	6/5/2019
4/5/2019	10975	13148 LOBLOLLY PINE ST.	900918182	4/5/2019	ON DURING DAYTIME	JOB COMPLETE	6/5/2019
4/5/2019	11578	543 EAST GRUMMAN DRIVE	900918183	4/5/2019	WARPED POLE	JOB COMPLETE	6/5/2019
4/5/2019	6396-6407	8000-9000 N.E. 10TH. STREET	900918177	4/6/2019	LIGHTS OUT	LED CONVERSION	6/5/2019
4/5/2019	99999	140 SOUTH MIDWEST BLVD.	900918178	4/6/2019	LIGHT OUT	LED CONVERSION	6/5/2019
4/6/2019	6384	7943 N. E. 10TH STREET	900918179	4/6/2019	POLE REPLACEMENT/AUTO ACCIDENT	JOB COMPLETE	6/5/2019
4/6/2019	7589	1934 SOUTH WESTMINSTER DRIVE	900918180	4/6/2019	LIGHT OUT	JOB COMPLETE	6/5/2019
4/12/2019	8754	10403 EAST RENO AVENUE	900918906	4/15/2019	LIGHT OUT	LED CONVERSION	6/5/2019
4/15/2019	99999	J. B. BARNES SOFTBALL CONCESSION AREA 8757 EAST RENO AVE./SOUTH S OF PARKING LOT	900919020	4/15/2019	REPLACE POLES X 2/BROKEN COVER	BELONG TO M.W.C.	6/5/2019 6/5/2019
4/18/2019	12261	1300 PARKWOOD COURT	900919612	4/19/2019	LIGHT OUT	JOB COMPLETE	6/5/2019
4/18/2019	8970&10151	412&461 WEST CURTIS DRIVE	900919613	4/19/2019	LIGHT OUT	JOB COMPLETE	6/5/2019
4/18/2019	10144	434 WEST ERCOUPE DRIVE	900919614	4/19/2019	LIGHT OUT	JOB COMPLETE	6/5/2019
4/18/2019	7074	201 WEST PRATT DRIVE	900919615	4/19/2019	LIGHT OUT	JOB COMPLETE	6/5/2019
4/22/2019	9913	2295 SOUTH MIDWEST BLVD.	900919925	4/22/2019	LIGHT FIXTURE FELL FROM POLE	LED CONVERSION	6/5/2019
4/23/2019	10214	1401 McGREGOR DRIVE	900919937	4/23/2019	LIGHT OUT	JOB COMPLETE	6/5/2019
4/26/2019	12362&12440	11553 HAMPTON DR.&11553 BERKSHIRE CT.	900920833	4/29/2019	LIGHT OUT, ON DURING DAY	JOB COMPLETE	6/5/2019
4/26/2019	11905	1992 LESLIE BEACHLER LANE	900920835	4/29/2019	NO COVER	JOB COMPLETE	6/5/2019
4/22/2019	All LIGHTS	I-40 FROM S.E. 29TH TO MIDWEST BLVD	900920927	4/30/2019	LIGHTS OUT	JOB COMPLETE	6/5/2019
5/2/2019	99999	10300 KOCH& THEMER SQUARE	900922865	5/6/2019	LIGHT OUT	JOB COMPLETE	6/5/2019
5/2/2019	8747	10616 QUAIL RUN ROAD	900922966	5/6/2019	LIGHT ON DURING DAYTIME	JOB COMPLETE	6/5/2019
5/6/2019	12565	9426 WONGA DRIVE	900922967	5/6/2019	LIGHT OUT	JOB COMPLETE	6/5/2019
5/10/2019	9413	3601 SHADYBROOK DR.	900922360	5/10/2019	LIGHT OUT	JOB COMPLETE	6/5/2019
5/10/2019	99999	I-40 EAST @ EXIT157_B	900922361	5/10/2019	LIGHT OUT	JOB COMPLETE	6/5/2019
5/10/2019	11135 8514	1908 SOUTH AIR DEPOT BLVD.	900922362	5/10/2019	LIGHTS OUT	LED CONVERSION	6/5/2019
5/21/2019	10789	555 EAST HARMON DR.	900924088	5/21/2019	LIGHT OUT	JOB COMPLETE	6/5/2019
5/21/2019	11578	549 EAST GRUMMAN DR.	900924089	5/21/2019	LIGHT OUT	JOB COMPLETE	6/5/2019
6/6/2019	11909	9008 SUN COUNTRY DRIVE	900925955	6/6/2019	LIGHT OUT	JOB COMPLETE	7/1/2019
6/6/2019	99999	8821 ST. GEORGE WAY	900925956	6/6/2019	LIGHT OUT	JOB COMPLETE	7/1/2019
6/6/2019	11855-11474	431-1000 NORTH AIR DEPOT BLVD.	900925958	6/6/2019	LIGHTS OUT	JOB COMPLETE	7/1/2019
6/11/2019	8525	2325 JEAAN ROAD	900925921	6/11/2019	EXPOSED WIRE ON POLE	JOB COMPLETE	7/1/2019
6/11/2019	11172	333 EAST FAIRCHILD DRIVE	900925922	6/11/2019	MISSING LIGHT	JOB COMPLETE	7/1/2019
6/11/2019	9389	109 WEST FAIRCHILD DRIVE	900925923	6/11/2019	MISSING COVER	JOB COMPLETE	7/1/2019
6/11/2019	10970	341 SOUTH POST ROAD	900925924	6//11/2019	ON DURING DAYTIME	JOB COMPLETE	7/1/2019
6/11/2019	99999	324 SOUTH POST ROAD	900925925	6/11/2019	EAST LIGHT OUT	JOB COMPLETE	7/1/2019
6/11/2019	99999	6500 S.E. 15th. STREET	900925946	6/11/2019	RED WRAPPED SECURITY	LED CONVERSION	7/1/2019
6/111/2019	7599	401 SOUTH SAINT PAUL AVE.	900925947	6/11/2019	LIGHT GOES ON & OFF	JOB COMPLETE	7/15/2019
6/11/2019	12565	9424 WONGA DRIVE	900925948	6/11/2019	LIGHT OUT	JOB COMPLETE	7/15/2019
6/13/2019	6902-8023	3998 BELLA VISTA DR./MIDAMERICA PARK	900926097	6/13/2019	LIGHTS OUT, SOUTH END OF PARK	JOB COMPLETE	7/15/2019
6/13/2019	99999-6 ea.	200-300 MID AMERICA BLVD.	900926216	6/13/2019	LIGHTS OUT CHARLES J. JOHNSON PARK	WAITING ON MATERIALS	7/15/2019

6/13/2019	9223-7536	6312-6908 EAST RENO AVENUE	900926291	6/14/2019	ALL LIGHTS OUT	JOB COMPLETE	7/15/2019
6/17/2019	7246	4300 BONAPARTE BLVD.	900926608	6/17/2019	REPLACE POLE/BROKEN	JOB COMPLETE	7/15/2019
6/17/2019	7485	1117 HAZELWOOD DRIVE	900926610	6/17/2019	LED FIXTURE DANGLING	JOB COMPLETE	7/15/2019
6/21/2019	6539	2213 MAPLE DRIVE	900927022	6/20/2019	REPLACE LIGHT POLE & LIGHT	JOB COMPLETE	8/15/2019
6/21/2019	11262	2812 WOOD CREEK ROAD	900927023	6/20/2019	WIRE EXPOSED ON POLE	JOB COMPLETE	7/29/2019
6/21/2019	6844	9402 N.E. 19TH. STREET	900927538	6/24/2019	LIGHT GOES ON AND OFF	JOB COMPLETE	7/15/2019
6/24/2019	12299	9445 N.E. 14TH. STREET	900927539	6/24/2019	REPLACE POLE	JOB COMPLETE	7/29/2019
7/1/2019	11326	1100 LYN FRY BLVD.	900928832	7/1/2019	LIGHT OUT	JOB COMPLETE	7/29/2019
7/1/2019	9284	701 HEDGE DRIVE	900928833	7/1/2019	REPLACE LIGHT/ CHECK POLE	JOB COMPLETE	7/15/2019
7/3/2019	11166	2301 ORANGE DRIVE	900928834	7/2/2019	LIGHT OUT	JOB COMPLETE	7/29/2019
7/8/2019	9675	295 EAST JACOBS DRIVE	900929336	7/8/2019	REPLACE POLE & LIGHT	JOB COMPLETE	9/26/2019
7/9/2019	6613	510 NORTH MIDWEST BLVD.	900929489	7/9/2019	REPLACE POLE & LIGHT	JOB COMPLETE	8/28/2019
7/9/2019	10714	316 COUNTRY CLUB TERRACE	900929748	7/10/2019	LIGHT OUT	JOB COMPLETE	7/15/2019
7/9/2019	6559	3101 BELAIRE DRIVE	900929749	7/10/2019	LIGHT OUT	JOB COMPLETE	7/15/2019
7/9/2019	11423	301 RIDGEWOOD DRIVE	900929750	7/10/2019	LIGHT OUT	JOB COMPLETE	7/15/2019
7/9/2019	8084	113 COUNTRY CLUB TERRACE	900929751	7/10/2019	LIGHT OUT	JOB COMPLETE	7/15/2019
7/11/2019	9952	1208 HAZELWOOD DRIVE	900930131	7/15/2019	LIGHT OUT	JOB COMPLETE	7/15/2019
7/19/2019	8530	9895 WILLOW WIND DRIVE	900930971	7/19/2019	LIGHT OUT	JOB COMPLETE	8/10/2019
7/24/2019	99999	927 KARLEE COURT	900931694	7/26/2019	LIGHT OUT	JOB COMPLETE	8/10/2019
8/1/2019	6574	9322 APPLE DRIVE	900932650	8/1/2019	ON DURING DAYTIME	JOB COMPLETE	8/10/2019
8/1/2019	8938	3412 GLENOAKS DRIVE	900932651	8/1/2019	LIGHT OUT/WIRE EXPOSED	JOB COMPLETE	8/19/2019
7/31/2019	995787804	265-273 CAMBRIDGE DRIVE	900932652	8/1/20149	REPLACE LIGHT FIXTURE	HOA FUNDED	8/19/2019
8/5/2019	11027	8100 N.E. 10TH-8220 E. RENO	900933099	8/5/2019	LIGHTS OUT ON WALKING TRAILS	JOB COMPLETE	8/19/2019
8/12/2019	6903	8490 EAST RENO AVENUE	900933848	8/12/2019	LIGHT OUT	JOB COMPLETE	8/19/2019
8/15/2019	99999	MORRIS MCGEE DRIVE/REGIONA PARK	900934359	8/15/2019	EXPOSED WIRE ON POLES	JOB COMPLETE	8/19/2019
8/23/2019	7812	932 HAZELWOOD DR./TOM POORE PARK	900935600	8/23/2019	LIGHT OUT	JOB COMPLETE	8/19/2019
8/23/2019	9124	9725 N.E. 3rd. STREET	900935601	8/23/2019	REPLACE POLE /LIGHT	JOB COMPLETE	8/19/2018
8/23/2019	7038	1001 WEST HAVENWOOD DR.	900935988	8/26/2019	LIGHT OUT	JOB COMPLETE	8/19/2019
8/27/2019	8962	9725 RHYTHM ROAD	900936634	8/30/2019	REPLACE POLE/LIGHT	JOB COMPLETE	8/19/2019
8/30/2019	11444	1901 ALBERT DRIVE	900936635	8/30/2019	REPLACE POLE/LIGHT	JOB COMPLETE	8/19/2019
8/30/2019	6529	596 EAST INDIAN DRIVE	900936637	8/30/2019	REPLACE POLE/LIGHT	JOB COMPLETE	8/19/2018
8/30/2019	10493	508 TRAUB PLACE	900936638	8/30/2019	REPLACE POLE/LIGHT	JOB COMPLETE	9/26/2019
8/30/2019	9328	1009 JASMINE LANE	900937201	9/3/2019	LIGHT OUT	JOB COMPLETE	9/26/2019
9/3/2019	6396-6407	8000-9000 N.E. 10TH. STREET	900937202	9/3/2019	LIGHTS OUT	LED CONVERSION	9/26/2019
9/3/2019	ALL LIGHTS	1300 S. MIDWEST BLVD.	606994371	9/3/2019	KIWANAS PARK/LIGHTS OUT	JOB COMPLETE	9/26/2019
9/4/2019	7662-11860	10021-10405 S.E. 15TH STREET	900937457	9/5/2019	LIGHTS OUT	JOB COMPLETE	9/12/2019
9/5/2019	11578	549 EAST GRUMMAN DR.	900937458	9/5/2019	LIGHT OUT	JOB COMPLETE	9/26/2019
9/5/2019	10870	535 EAST BOEING DR.	900937459	9/5/2019	LIGHT OUT	JOB COMPLETE	9/26/2019
9/5/2019	7110	535 EAST CURTIS DR.	900937460	9/5/2019	LIGHT OUT	JOB COMPLETE	9/26/2019
9/5/2019	6424	535 EAST DOUGLAS DR.	900937461	9/5/2019	LIGHT OUT	JOB COMPLETE	9/26/2019
9/5/2019	7850	595 EAST ERCOUPE DR.	900937462	9/5/2019	LIGHT OUT	JOB COMPLETE	9/26/2019
9/5/2019	11948	595 EAST FAIRCHILD DR.	900937463	9/5/2019	LIGHT OUT	JOB COMPLETE	9/26/2019
9/5/2019	10789	555 EAST HARMON DR.	900937464	9/5/2019	LIGHT OUT	JOB COMPLETE	9/26/2019
9/5/2019	6529	596 EAST INDIAN DR.	900937465	9/5/2019	LIGHT OUT	JOB COMPLETE	9/26/2019
9/5/2019	11012	101 WEST LILAC LANE	900937506	9/5/2019	LIGHT OUT	JOB COMPLETE	9/26/2019
9/5/2019	10151	461 WEST CURTIS DR.	900937507	9/5/2019	LIGHT OUT	JOB COMPLETE	9/26/2019
9/5/2019	10144	434 WEST ERCOUPE DR.	900937508	9/5/2019	LIGHT OUT	JOB COMPLETE	9/26/2019
9/5/2019	8836-8925	830-480 ADAIR BLVD.	900937509	9/5/2019	LIGHTS OUT	LED CONVERSION	9/26/2019
9/5/2019	8663	701 FOSTER PLACE	900937510	9/5/2019	LIGHT OUT	JOB COMPLETE	9/26/2019
9/5/2019	10643	803 STANSELL DR.	900937511	9/5/2019	LIGHT OUT	JOB COMPLETE	9/26/2019
9/9/2019	ALL LIGHTS	8713 S.E.15TH ST. & CENTURY BLVD.	900938241	9/9/2019	ALL LIGHTS/WALKING TRAILS	LED CONVERSION	9/26/2019
9/9/2019	12531	8819 EAST MAIN ST.	900938242	9/9/2019	LIGHT OUT	JOB COMPLETE	9/12/2019
9/9/2019	8505	782 GENERAL SENTER DR.	900938243	9/9/2019	LIGHT OUT	JOB COMPLETE	9/26/2019
9/9/2019	9551	2417 NORTH TOWRY DR.	900938244	9/9/2019	LIGHT OUT	JOB COMPLETE	9/26/2019
9/9/2019	7549	800 EAST BOUSE DR.	900938245	9/9/2019	LIGHT OUT	NEED BACK YARD ACCESS	9/26/2019
9/13/2019	8746	833 EAST ROSE DRIVE	900939077	9/13/2019	LIGHT OUT	JOB COMPLETE	9/26/2019
9/13/2019	7516/8439/11089	501 NORTH TINKER DRIVE	900939078	9/13/2019	ALL LIGHTS OUT	JOB COMPLETE	9/26/2019
9/16/2019	7805	9331 APPLE DRIVE	900939290	9/16/2019	LIGHT OUT	JOB COMPLETE	9/23/2019
9/16/2019	12276	741 BRIARWOOD DRIVE	900939291	9/16/2019	LIGHT OUT	JOB COMPLETE	9/26/2019
9/16/2019	99999	701 BRIARWOOD DRIVE	900939292	9/16/2019	LIGHT OUT	JOB COMPLETE	9/26/2019
9/18/2019	99999	10537 APPLE GROVE CIR	900939598	9/18/2019	LIGHT OUT	JOB COMPLETE	9/26/2019
8/28/2019	8962	9740 RHYTHM RD	701079125	8/28/2019	LIGHT DOWN ON THE GROUND	JOB COMPLETE	9/12/2019
9/18/2019	ALL LIGHTS	MONRONEY DR THE WHOLE STREET	900939599	9/18/2019	LIGHT OUT	JOB COMPLETE	9/26/2019
9/18/2019	7000	912 HOLLY LN	900939600	9/18/2019	LIGHT OUT	JOB COMPLETE	9/26/2019
9/18/2019	10714	316 COUNTRY CLUB TERRACE	900939601	9/18/2019	LIGHT OUT	COMPLETE	9/26/2019
9/18/2019	99999	324 S POST RD (IN MEDIAN)	900939602	9/18/2019	LIGHT OUT	JOB COMPLETE	9/26/2019
9/19/2019	12656	10834 GARRETT COLE DR.	900939737	9/19/2019	REPLACE ACCESS COVER	ORDER MATERIALS	9/26/2019
9/19/2019	11447-11547	8765-8783 S.E. 15TH. STREET	900939738	9/19/2019	INSTALL POWER OUTLET TO NEW POLE	JOB COMPLETE	11/15/2019
9/19/2019	#71	932 EAST HAZELWOOD DR.	900939739	9/19/2019	REPLACE POLE ON TRAILS	COMPLETE	10/14/2019
9/23/2019	ALL POLES	EAST I-40 SOONER ROAD -DOUGLAS BLVD.	900940288	9/23/2019	LIGHTS OUT	COMPLETE	10/14/2019
9/23/2019	10545-9678	7001-7323 S.E. 29TH STREET	900940289	9/23/2019	LIGHTS OUT	LED CONVERSION	10/14/2019
9/23/2019	6692	201 EAST FAIRCHILD DR.	900940290	9/23/2019	LIGHT OUT	JOB COMPLETE	10/14/2019
9/23/2019	6585	600 EAST RICKENBACKER DR.	900940291	9/23/2019	LIGHT OUT	JOB COMPLETE	10/14/2019
9/23/2019	10614	307 EAST RICKENBACKER DR.	900940292	9/23/2019	LIGHT OUT	COMPLETE	10/14/2019
9/23/2019	11135-8435	1908 S. AIR DEPOT BLVD.	900940293	9/23/2019	LIGHTS OUT	LED CONVERSION	10/14/2019
9/23/2019	8544-7704	8544 E. RENO AVE./REGIONAL PARK/EAST PARKING	900940294	9/23/2019	LIGHTS OUT	LED CONVERSION	10/14/2019
9/23/2019	9809-9720	7232-6602 N.E. 23RD STREET	900940295	9/23/2019	LIGHTS OUT	JOB COMPLETE	10/14/2019
9/23/2019	7819-6484	6621-5600 N.E. 10TH. STREET	900940296	9/23/2019	LIGHTS OUT	LED CONVERSION	10/14/2019
9/23/2019	11401-11963	5625-6562 S.E. 15TH STREET	900940297	9/23/2019	LIGHTS OUT	NEW POLE PACK	10/14/2019
10/2/2019	8350	10625 N.E. 7TH. STREET	900941894	10/2/2019	LIGHT OUT	COMPLETE	10/14/2019
10/2/2019	8498	508 WEST LOCKHEED DR.	900941896	10/2/2019	LIGHT OUT	SENT TO ENGINEERING	10/14/2019
10/2/2019	9710	9209 WONGA DRIVE	900941897	10/2/2019	REPLACE POLE & LIGHT	JOB COMPLETE	11/27/2019
10/2/2019	15544	1256 THREE OAKS CIRCLE	900941898	10/2/2019	UNDERGROUND REPAIR	JOB COMPLETE	12/2/2019
10/7/2019	7711	806 BELL DRIVE	900941899	10/7/2019	REPLACE POLE AND LIGHT	NOT COMPLETE	12/2/2019
10/11/2019	7969	3701 SUNVALLEY DRIVE	900943633	10/15/2019	UNDERGROUND REPAIR	JOB COMPLETE	12/2/2019
10/27/2019	11843	2320 SANDRA DRIVE	900945067	10/24/2019	LIGHT OUT	JOB COMPLETE	12/2/2019
10/27/2019	11367	605 CROSBY BLVD.	900945068	10/24/2019	LIGHT OUT	JOB COMPLETE	12/2/2019

10/27/2019	12145	1712 HAVEN DRIVE	900945070	10/24/2019	POLE CRACKED/LOOSE WIRE	NOT COMPLETE	12/2/2019
10/28/2019	8530	9895 WILLOW WIND DR.	90946028	10/31/2019	LIGHT OUT	JOB COMPLETE	12/2/2019
10/28/2019	9347	10414 MORRISON LANE	900946029	10/31/2019	LIGHT OUT	NOT COMPLETE	12/2/2019
10/28/2019	9691	2325 SERENADE DR.	900946030	10/31/2019	LIGHT OUT	NOT COMPLETE	12/2/2019
10/28/2019	99999	1200 SOUTH MIDWEST BLVD.	900946031	10/31/2019	LIGHT OUT	CONVERT TO LED	12/2/2019
10/28/2019	7704 X 4	8544 E. RENO AVE./REGIONAL PARK/EAST PARKING	900946032	10/31/2019	ALL LIGHTS OUT	CONVERT TO LED	12/2/2019
10/28/2019	11898	800 MEADOWGREEN DR.	900946033	10/31/2019	LIGHT OUT	JOB COMPLETE	12/2/2019
10/31/2019	9293-9079	7000-7176 EAST RENO AVE.	900945604	10/31/2019	LIGHTS OUT	JOB COMPLETE	12/2/2019
10/31/2019	7513	7319 S.E. 29TH. STREET	900946506	11/4/2019	LIGHT FIXTURE MISSING	JOB COMPLETE	12/2/2019
11/4/2019	10609-9944	9903-9505 EAST RENO AVE.	900946507	11/4/2019	LIGHTS OUT	CONVERT TO LED	12/2/2019
11/4/2019	10365	8401 EAST MAIN STREET	90094658	11/4/2019	LIGHT OUT	NOT COMPLETE	12/2/2019
11/8/2019	7782	200 WEST LILAC LANE	900947649	11/12/2019	LIGHT OUT	JOB COMPLETE	12/2/2019
11/11/2019	7016-7353	203-1301 NORTH KEY BLVD.	900947650	11/12/2019	LIGHTS OUT	JOB COMPLETE	12/2/2019
11/15/2019	99999	100-1300 SOUTH POST ROAD	900948461	11/18/2019	LED FIXTURE ADJUSTMENT	JOB COMPLETE	12/2/2019
11/18/2019	11338	201 WEST MICHAEL DRIVE	900948680	11/18/2019	LIGHT OUT	JOB COMPLETE	2/2/2019
11/19/2019	9016	218 WEST KITTYHAWK DR.	900948681	11/19/2019	LIGHT OUT	JOB COMPLETE	12/2/2019
11/19/2019	7153-8623	200-940 NORTH AIR DEPOT BLVD.	900948682	11/19/2019	LIGHTS OUT	JOB COMPLETE	12/2/2019
11/19/2019	6416-6413	7000-8000 N.E. 10TH. STREET	900948683	11/19/2019	LIGHTS OUT	CONVERT TO LED	12/2/2019
11/21/2019	9811	301 W. JARMAN DR.	900949352	11/21/2019	LIGHT OUT	JOB COMPLETE	12/2/2019
11/21/2019	7693	821 PROCTOR PLACE	900949353	11/21/2019	LIGHT OUT	NOT COMPLETE	12/2/2019
11/22/2019	9347	10414 MORRISON LANE	900946029	11/21/2019	LIGHT OUT	NOT COMPLETE	12/2/2019
11/29/2019	6778	3907 NORTH SHADYBROOK DRIVE	900000412	12/3/2019	UNDERGROUND REPAIR	JOB COMPLETE	1/10/2020
11/29/2019	8132	8522 JUSTIN PLACE	9000000413	12/3/2019	LIGHT OUT		
12/3/2019	10609-10911	9000-10000 EAST RENO AVENUE	9000000414	12/3/2019	ALL LIGHTS OUT	JOB COMPLETE	1/10/2020
12/3/2019	10986	13166 RED OAK DRIVE	900911772	12/3/2019	ON DURING DAYTIME	JOB COMPLETE	
12/3/2019	10975	13133 LOBLOLLY PINE ST.	900911771	12/3/2019	ON DURING DAYTIME	JOB COMPLETE	
12/3/2019	8096	1615 SOUTH DOUGLAS BLVD.	9000000415	12/3/2019	NO POWER TO SNOW FLAKE	JOB COMPLETE	1/10/2020
12/4/2019	7342-9775	7000-7400 EAST RENO AVE.	9000000406	12/4/2019	ALL LIGHTS OUT	JOB COMPLETE	1/10/2020
12/4/2019	7097-9993	501 E. ERCOUPE-501 E. INDIAN DR.	9000000407	12/4/2019	ALL LIGHTS OUT		
12/4/2019	8269-11474	7000-7222 S.E. 29th. STREET	9000000408	12/4/2019	ALL LIGHTS OUT		
12/6/2019	6759	410 DRAPER DRIVE	900000149	12/6/2019	LIGHT OUT		
12/6/2019	6416-6413	7000-8000 N.E. 10TH. STREET	900000150	12/6/2019	ALL LIGHTS OUT		
	8530	9857 WILLOW WIND DRIVE	9000001525	12/10/2019	LIGHT OUT		
	7009	2433 GRAPEVINE DRIVE	9000002530	12/12/2019	LIGHT OUT		
	8948	100 WEST LILAC COURT	9000002531	12/12/2019	LIGHT OUT		
	99999	1806 HUDIBURG DRIVE	9000002351	12/16/2019	LIGHT OUT		
	6668	1845 SHIRLEY DRIVE	9000002352	12/16/2019	LIGHT OUT		
	7944	13165 WHITEBUD PLACE	9000002353	12/16/2019	LIGHT OUT		
	7961	12001 JAYCIE CIRCLE	9000002354	12/16/2019	LIGHT OUT		
	10320	11536 DEVONBROOK COURT	9000002355	12/16/2019	LIGHT OUT		
	11645	11500 DEVONBROOK COURT	9000002356	12/16/2019	LIGHT OUT		
	11742	11799 ROEFAN ROAD	9000002357	12/16/2019	LIGHT OUT		
	10151	461 WEST CURTIS DRIVE	9000002358	12/16/2019	LIGHT OUT		
	11429	2403 SANDRA DRIVE	9000002359	12/16/2019	LIGHT OUT		
	12034	614 CRESCENT CIRCLE	9000003213	12/20/2019	ON DURING DAYTIME		
	10465	646 CRESCENT CIRCLE	9000003214	12/20/2019	WIRE LOOSE ON POLE		
	12572	114 CAMBRIDGE DRIVE	9000003569	12/24/2019	ON DURING DAYTIME		
	8129	1300 PINEWOOD COURT	9000003570	12/24/2019	ON DURING DAYTIME		
	8416	10692 REITER DRIVE	9000003955	12/30/2019	ON DURING DAYTIME		
	10468	908 SOUTH WESTMINSTER ROAD	9000003956	12/30/2019	ON DURIMG DAYTIME		
	11672	218 STONERIDGE COURT	9000003957	12/30/2019	ON DURING DAYTIME		
	9334	490 ROBIN ROAD	9000003958	12/30/2019	BROKEN LIGHT FIXTURE		
	8734	477 DOVER ROAD	9000003959	12/30/219	ON DURING DAYTIME		
	10347	2228 SHELL DRIVE	9000004040	12/30/2019	ON DURING DAYTIME		
	10764	10818 S. E. 27th. STREET	9000004042	12/30/2019	ON DURING DAYTIME		
	6840	10512 QUAILRUN ROAD	9000004043	12/30/2019	ON DURING DAYTIME		
	6574	9232 APPLE DRIVE	9000004071	12/30/2019	ON DURING DAYTIME		
	12113	1203 GIVENS DRIVE	9000004072	12/30/2019	ON DURING DAYTIME		
	8516	600 WESR RICKENBACKER DRIVE	9000004073	12/30/2019	ON DURING DAYTIME		
	11589	401 WEST RICKENBACKER DRIVE	9000004074	12/30/2019	ON DURING DAYTIME		
	8734	477 DOVER ROAD	9000004574	1/6/2020	ON DURING DAYTIME		
	12353	200 EAST COE DRIVE	9000004573	1/6/2020	LIGHT OUT		
	7980	12404 GROYDON DRIVE	9000004575	1/6/2020	ON DURING DAYTIME		
	11555	11190 BROOK LANE	9000004576	1/6/2020	ON DURING DAYTIME		
	10465	646 CRESCENT CIRCLE	9000004578	1/6/2020	LIGHT OUT		
	12034	614 CRESCENT CIRCLE	9000004579	1/6/2020	LIGHT OUT		
	7505	611 HOLMAN PLACE	9000005485	1/10/2020	LIGHT OUT		
	8516	600 WEST RICKENBACKER DRIVE	9000005487	1/10/2020	LIGHT OUT		
	10439	6701 SABLE STREET	9000005488	1/10/2020	REPLACE POLE & LIGHT		
	9009	717 NORTH CHRISTINE DRIVE		1/16/2020	LIGHT OUT		
	10485-11874	1648-2953 SOUTH AIR DEPOT BLVD.		1/16/2020	ALL LIGHTS OUT		
	12509-6800	1861-1983 HUDIBURG MDRIVE		1/16/2020	ALL LIGHTS OUT		

CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

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

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

TO :	Honorable Mayor and Council
FROM :	Brandon Bundy, P.E., City Engineer
DATE :	January 14th, 2020
SUBJECT :	Status update regarding major lighting projects with OG&E

Sir,

In 2018, city staff identified 15 projects where lighting was warranted but were unlit. This includes four lane roadways and paved trails. Since the original reqests were sent, 8 of those projects have been completed with the SE 29th Street trail being the most recent. The remaining projects are still being processed with one project, SE 29th Street: Midwest Boulevard to Douglas Boulevard until the road project is complete.

Attached is a summary of the projects and their respective status.

Brandon Bundy, P.E.,
City Engineer

Attachment

OG&E Projects, Originating 2018

Status as of: 01-13-2020

Priority 1

Priority 2

Priority	Facility	From	To	Type	Dist (mi)	Location of Light	Install Notes	Status	OG&E NOTES
1	Rail w Trail Phase 1			Trail	1	Along EX Trail	trail lighting	scheduled, due end of march	
1	Sooner Rd	SE 15th St		4 lane		Along Sooner Rose 1	re-install luminaires taken down for road widening	construction pending	
1	Original Mile Medians			neighborhood		15 Medians of OM	Install decorative LED light in the OM Medians	awaiting schedule	
2	Air Depot Blvd	NE 10th St	NE 23rd St	4 lane	1	East Side	Apartments, sidewalk on east side	released for construction	awaiting due date
1	Section 34			neighborhood			add lighting where warranted	released for construction	awaiting due date
1	Mid America Trail			Trail			trail lighting	scheduled, due end of march	Winter 2020
2	SE 29th St	Midwest Blvd	Douglas Blvd	4 lane	1	Medians consistent with FAA/Tinker regulations	Reconstruct in fall, Tinker runway approach	on hold until ODOT project complete, likely 2020	
	SE 29th St Trail/Road	Sooner Rd	Air Depot Blvd	4 lane	1	Along s side of road and trail		**Complete**	
	SE 15th St	Post Rd	Anderson Rd	4 lane	2.1	South Side	N Side	**Complete**	
	SE 15th St	Westminster Rd	Anderson Rd	4 lane	1.1	Medians	Medians, Residential	**Complete**	
	Post Rd	SE 29th St	SE 15th	4 lane	1	West Side	East Side on Existing Poles	**Complete**	
	Post Rd	SE 15th St	Reno Ave	4 lane	1	Medians	Medians, Residential	**Complete**	
	Hudiburg Rd	Adair Blvd	SE 15th St	2 lane		Medians	median lighting	**Complete**	
	Joe B Barnes Trail	Along EX Trail (in trees along golf course fence)					trail lighting	**Complete**	
	Kiwanis Park	Along EX Trail					trail lighting, consolidate existing poles	**Complete**	

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MEMORANDIUM

TO: Honorable Mayor and Council

FROM: Vaughn Sullivan, Assistant City Manager

DATE: January 28, 2020

SUBJECT: Discussion and consideration of a quarterly update on the progress of the execution of the General Obligation Bond (the Bond) projects.

During the fourth quarter of 2019, we made the below progress. As you may recall, we previously reported that the P25 Site Project and the Storm Sirens Project were completed in 2019.

Tyler Incode Public Safety Software Enhancements:
As you may recall, Police, Fire, EMS, and 911 use Tyler Technologies Incode Public Safety for CAD/RMS/Court/Jail as their software package. Professional services for this custom development was awarded to Tyler Technologies at the September 10, 2019 council meeting. The next step for this project will be to start the custom development of the following:

1. Show built in Indicators at the top of the iPads Screen (Time, Connectivity, and Battery) - (Fire)
2. Arrive a Unit based on its Location and Distance from the Assigned Call Location - (Fire)
3. Allow decal to be run through OLETS on iPad - (Police)
4. Link Media from a Call for Service to any Generated Case Number in Incident Module - (Police & Fire)
5. Allow Mobile Unit to Go En Route from a Push Notification on the iPad - (Fire)
6. Allow Unit Allocation to be Defaulted to Rule, Time, Distance by Jurisdiction and Call Type - (Dispatch for Fire)
7. CAD WebView for calls for service - (Police & Fire)
8. Tyler Forms for reporting - (Dispatch)

Brazos handheld ticket writers: We have been assigned a project manager to oversee the development of the eCitations and eCrash solutions. Project start date is March 3, 2020. The Current Future State of Analysis (Requirements Gathering) is April 10, 2020 with the build completed by May 22, 2020. The Agency Review (Review your agency's Build) is scheduled for May 28, 2020. The Implementation Training is slated for June 19, 2020 with a close date of July 3, 2020. Note: These date are tentative.

Booster Station Renovation: The consultant engineer assures us that the plans are still on schedule and they are scheduled to deliver them to us next week.

Street Rehabilitation: Work began in early October. Anderson Road and Robin Road are about 94% complete on the asphalt contract. The concrete contractor is nearing completion of two projects in the Atkinson Heights addition. (Steed Elementary area)

Police Mobile Computer Terminals (MCT's): At this time, 20 have been ordered with 14 deployed and 6 holding for the PPO's currently in Phase 3. We are waiting on 20 more to arrive within the next couple of weeks. In the meantime, we have streamlined the deployment process as well as the software installation process and will be ready to deploy them all soon.

Storage Area Network (SAN's):
City Hall - The equipment has been ordered and has arrived. We have worked with electricians to install the proper power requirements for the new Uninterruptible Power Supply's (UPS's). The UPS's have been installed/ configured and are in use. Both SAN's have been tested/deployed and are actively being used in the live environment. The remaining data is currently being moved to the new environment and should be completed next week. Upon completion, the old SAN's will be decommissioned.

Fleet - The equipment has been ordered and has arrived. We have worked with electricians to install the proper power requirements for the new UPS's. On February 1st, staff will decom-mission the old racks, UPS's, and SAN's currently in use at Fleet and will start installing the new equipment. Testing should conclude in mid-February and our goal is to go-live on the new equipment on March 1st.

Police Radios: All of the equipment has been received and staff is working with PD to get the equipment deployed.
- 55/100 POLICE handheld radios deployed with 10 installed a week.
- 7/99 Police mobiles deployed with 3 to 5 radios installed a week.
- 0/1 POLICE base radio deployed.

Fire Radios: Most of the equipment has been received except for the Boston Belt holsters/belts. Working with the manufacturer to get the correct equipment.
- 52/55 - FIRE handheld radios deployed.
- 26/28 -FIRE mobiles deployed.
- 1/12 - FIRE base radios deployed.

Encryption for the Storm Sirens: Ten sirens have been deployed. The old sirens were surplussed and sold. The encryption equipment has been ordered and staff has been working with the manufacturer to test one siren. We are currently going through the final acceptance test procedure. The shipment date for the remaining encryption boards is February 2020. The new boards will be installed upon arrival and the remaining sirens will be tested with a project completion goal of March 1st.

SCBA's: The SCBA's are in service, there are a few additional purchases left and then this will be closed out.

Vehicle Exhaust System: The systems are being installed in the stations right now. Should be 100% complete at the end of the month.

Hose and Nozzles: Waiting on the other projects tied to this to be completed first.

Mobile Air: The committee has decided what they want and now they are working on the bid package.

Fire Engine Ladder: Orders have been made, the engine is about a year out and the ladder should be here mid-summer.

Command Vehicle: The suburban is in and waiting for the equipment bids to be done.

Animal Shelter: Animal Shelter building permit has been submitted for approval. Goal is to advertise to bid by January 24th, 2020, which will get us a bid date of February 20th, 2020; awarded by Council March 10th, 2020, if all goes well.

Original Mile Park: Preliminary design underway. Survey and geo-tech investigation nearly complete.

Mid-America Park: Survey is nearly complete. The team kickoff meeting with RL Shears and the disk golf course architect was on January 7, 2020. Work continues on preliminary design. Additional work is being done by City Staff to get a selective clearing project done in the area late spring 2020.

Multi-Purpose Sports Complex: Phase I is complete, site planning and construction estimate documents were delivered in December. Phase II is underway, staff is currently negotiating for architectural and engineering services associated with the preparation of construction documents.

Reed Baseball Complex Renovations: Engineering and Construction management firms have been selected and contracts are currently being negotiated, two of which are before the Council on January 28, 2020.

John Conrad Golf Course: The initial phase of construction document preparation is underway, Heckenkemper Golf Course Design has had a survey crew on site for two weeks.

Vaughn Sullivan, Assistant City Manger

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

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: January 28, 2020

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

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of December 2019 which is the sixth (6) period of the FY 2019/2020.

Troy Bradley, Human Resources Director

FISCAL YEAR 2019-2020	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
PLAN INCOME												
Projected Budgeted (MTD)	674,837	674,837	674,837	674,837	674,837	674,837	674,837	674,837	674,837	674,836	674,836	674,836
Actual (MTD)	627,213	652,720	650,545	655,169	734,359	715,169						
Projected Budgeted (YTD)	674,837	1,349,674	2,024,511	2,699,348	3,374,185	4,049,022						
Actual (YTD)	627,213	1,279,933	1,930,478	2,585,647	3,320,007	4,035,176						
PLAN CLAIMS/ADMIN COSTS	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Projected Budgeted (MTD	727,655	640,699	727,655	640,699	640,699	727,655	640,699	640,699	727,655	640,698	640,698	640,698
Actual (MTD)	646,453	673,397	845,354	678,761	893,068	996,518						
Projected Budgeted (YTD)	727,655	1,368,354	2,096,009	2,736,708	3,377,407	4,105,062						
Actual (YTD)	646,453	1,319,850	2,165,204	2,843,965	3,737,033	4,733,551						
EXCESS INCOME vs. EXPENDITURES	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Projected Budgeted (MTD)	-52,818	34,138	-52,818	34,138	34,138	-52,818	34,138	34,138	-52,818	34,138	34,138	34,138
Actual (MTD)	-19,240	-20,677	-194,809	-23,592	-158,708	-281,349						
Projected Budgeted (YTD)	-52,818	-18,680	-71,498	-37,360	-3,222	-56,040						
Actual (YTD)	-19,240	-39,917	-234,726	-258,318	-417,026	-698,375						
FISCAL YEAR 2018-2019	Jul -18	Aug - 18	Sep - 18	Oct - 18	Nov - 18	Dec - 18	Jan - 19	Feb - 19	Mar - 19	Apr - 19	May - 19	Jun - 19
PLAN INCOME												
Projected Budgeted (MTD)	590,806	886,209	590,806	590,806	590,806	590,806	590,806	590,806	886,209	590,806	590,806	590,806
Actual (MTD)	580,003	778,717	869,305	675,077	605,701	604,448	596,882	575,414	821,358	578,427	665,692	606,593
Projected Budgeted (YTD)	590,806	1,477,015	2,067,821	2,658,627	3,249,433	3,840,239	4,431,045	5,021,851	5,908,060	6,498,866	7,089,672	7,680,478
Actual (YTD)	580,003	1,358,720	2,228,025	2,903,102	3,508,803	4,113,251	4,710,133	5,285,547	6,106,905	6,685,332	7,351,024	7,957,617
PLAN CLAIMS/ADMIN COSTS	Jul -18	Aug - 18	Sep - 18	Oct - 18	Nov - 18	Dec - 18	Jan - 19	Feb - 19	*Mar - 19*	Apr - 19	May - 19	Jun - 19
Projected Budgeted (MTD	569,824	854,736	569,824	569,824	569,824	569,824	569,824	569,824	*854,736*	569,824	569,824	569,824
Actual (MTD)	697,154	533,729	955,290	867,993	682,361	587,394	736,335	389,324	755,224	518,118	696,172	634,023
Projected Budgeted (YTD)	569,824	1,424,560	1,994,384	2,564,208	3,134,032	3,703,856	4,273,680	4,843,504	5,698,240	6,268,064	6,837,888	7,407,712
Actual (YTD)	697,154	1,230,883	2,186,173	3,054,166	3,736,527	4,323,921	5,060,256	5,449,580	6,204,804	6,722,922	7,419,094	8,053,117
EXCESS INCOME vs. EXPENDITURES	Jul -18	Aug - 18	Sep - 18	Oct - 18	Nov - 18	Dec - 18	Jan - 19	Feb - 19	Mar - 19	Apr - 19	May - 19	Jun - 19
Projected Budgeted (MTD)	20,982	31,473	20,982	20,982	20,982	20,982	20,982	20,982	31,473	20,982	20,982	20,982
Actual (MTD	-117,151	244,988	-85,985	-192,916	-76,660	17,054	-139,453	186,090	66,134	60,309	-30,480	-27,430
Projected Budgeted (YTD)	20,982	52,455	73,437	94,419	115,401	136,383	157,365	178,347	209,820	230,802	251,784	272,766
Actual (YTD)	-117,151	127,837	41,852	-151,064	-227,724	-210,670	-350,123	-164,033	-97,899	-37,590	-68,070	-95,500

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

Dec 6/FY 2020: $1,408,960
Dec 6/FY 2019: $1,995,105
Dec 6/FY 2018: $1,937,893
Dec 6/FY 2017: $1,546,285

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

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

TO: Honorable Mayor and City Council

FROM: Christy Barron, City Treasurer/Finance Director

DATE: January 28, 2020

SUBJECT: Discussion and consideration of accepting the financial audit of the City of Midwest City as of and for the year ended June 30, 2019.

The financial audit for the City of Midwest City as of and for the year ended June 30, 2019 and the required communications by the auditor are attached to your council agenda. The financial audit report expressed an unmodified opinion for the year ending June 30, 2019.

Mike Gibson of RSM US LLP will be at the January 28, 2020 meeting to present the audit report and answer any questions you may have.

Christy Barron
Finance Director

CITY OF
MIDWEST CITY, OKLAHOMA

ANNUAL FINANCIAL REPORT

JUNE 30, 2019

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TABLE OF CONTENTS

Page

Independent Auditor's Report on Financial Statements 5-6

Management's Discussion and Analysis 7-15

The Basic Financial Statements:

Government-Wide Financial Statements:
Statement of Net Position… 17
Statement of Activities 18

Governmental Funds Financial Statements:
Balance Sheet 20
Reconciliation of Governmental Fund and Government-Wide Financial Statements. 21
Statement of Revenues, Expenditures and Changes in Fund Balances… 22
Reconciliation of Governmental Fund and Government-Wide Financial Statements. 23

Proprietary Funds Financial Statements:
Statement of Net Position… 25
Statement of Revenues, Expenses, and Changes in Net Position… 26
Statement of Cash Flows… 27

Footnotes to the Basic Financial Statements 28-71

Required Supplementary Information:

Budgetary Comparison Information

Budgetary Comparison Schedule – General Fund… 73
Budgetary Comparison Schedules – Police and Fire Funds… 74
Footnotes to Budgetary Comparison Schedule… 74-76

Pension Information 77-78

Other Post Employment Benefits Information 79

Other Supplementary Information:

Combining Schedules
Combining Balance Sheet – General Fund Accounts… 81

Combining Schedule of Revenues, Expenditures and Changes in Fund Balance – General Fund Accounts… 82

Combining Balance Sheet - Non-Major Governmental Funds… 83-84

Combining Statement of Revenues, Expenditures and Changes in Fund Balance – Non-Major Governmental Funds… 85-86

Combining Schedule of Net Position – Midwest City Municipal Authority Accounts… 87

Combining Schedule of Revenues, Expenses and Changes in Net Position – Midwest City Municipal Authority Accounts… 88

Combining Schedule of Cash Flows – Midwest City Municipal Authority Accounts 89

Combining Statement of Net Position – Internal Service Funds… 90

Combining Statement of Revenues, Expenses and Changes in Net Position – Internal Service Funds… 91

Combining Statement of Cash Flows – Internal Service Funds… 92

Debt Service Coverage Schedule… 93

Statistical Information:

Statistical Tables… 94-107

RSM US LLP

Independent Auditors' Report

Honorable Mayor and City Council The City of Midwest City

Report on the Financial Statements
We have audited the accompanying financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Midwest City, Oklahoma, (the City) as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

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

Auditor's Responsibility
Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinions
In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Midwest City, Oklahoma, as of June 30, 2019, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Visit rsmus.com/aboutus for more information regarding RSM US LLP and RSM International.

Other Matters

Required Supplementary Information

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

Other Information

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

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

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued (under separate cover) our report dated December 27, 2019, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

RSM US LLP

Oklahoma City, Oklahoma December 27, 2019

MANAGEMENT DISCUSSION AND ANALYSIS

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

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

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of the City exceeded its liabilities and deferred inflows at the close of the fiscal year ended June 30, 2019, by $517,592,976 (net position). Of this amount, unrestricted net position of the governmental activities was a deficit of $82,879,993, with the business type activities reporting a positive unrestricted net position of $26,096,652. The unrestricted net position, when not in a deficit position, may be used to meet the government's ongoing obligations to citizens and creditors.

- The Primary Government's total net position increased by $11,219,684 or 2.2% from the prior year. This was a result of an increase of $7,474,378 in the governmental activities while the business-type activities had an increase of $3,745,306. In addition, expenses increased over the prior year. The detailed changes made from the Governmental Fund Statements to the Statement of Net Position can be found on page 23.

- The City's total deferred inflows increased by $4,221,056 or, 82.87%. This is mainly due to increases in the deferred amounts related to property taxes ($2,528,023) and deferred amounts related to pensions ($1,703,719).

- Sales tax is the major source of revenue for governmental activities. Sales and use tax collections for fiscal year 2019 totaled $41,854,988 compared to FY 2018 which totaled $36,830,105. The total increase in sales and use tax collections was $5,024,883. The increase in sales and use taxes is primarily the result of the U.S. Supreme Court's Wayfair decision which opened the door to being able to collect more on-line sales tax and House Bill 1019 passed by the Oklahoma Legislature requiring third-party internet sellers to collect and remit use tax on behalf of the third parties. A historical review of governmental activity revenues can be found in the statistical information section of the report.

- At the end of the fiscal year 2019, the unassigned fund balance of the General Fund was $2,689,306 or 9.0% of General Fund revenues.

OVERVIEW OF THE FINANCIAL STATEMENTS

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

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

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

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

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

- **Governmental activities.** Most of the City's basic services are reported here, including general government, public safety, streets, culture and recreation, health and welfare and economic development. Sales taxes and franchise taxes finance most of these activities as reflected on page 20.

- **Business-type activities.** The City charges a fee to customers to cover the cost of services it provides. The City's utility system (water, sewer, sanitation, and drainage), conference center/hotel, golf, trailer park and industrial park activities are reported here.

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

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

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

The City of Midwest City maintains individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures and changes in fund balances for the General, Police, Fire, Hospital Authority, and 2018 GO Bond CIP funds. Data from the debt service fund, 16 special revenue funds, and 7 capital project funds, all of which are considered to be governmental, are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements starting on page 85 of this report.

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

  The City of Midwest City maintains one major enterprise fund. The City uses this fund to account for its water, sewer, sanitation, conference center/hotel, debt service, utility services, utility capital, customer deposits, golf and drainage operations. The fund provides the same type of information as the government-wide financial statements, only in more detail and includes some of the internal service fund-type activity. The City considers this enterprise fund activity to be a major fund. Data from 2 non-major enterprise funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major enterprise funds is provided in the form of combining statements starting on page 91 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As of June 30, 2019, the City's combined net position is $517,592,976, of which $401,239,888 can be attributed to governmental activities and $116,353,088 is attributed to business-type activities. This analysis focuses on the net position (Table 1) and changes in net position (Table 2) of the City's governmental and business-type activities.

The largest portion of the City's net position, $392 million, reflects its net investment in capital assets (e.g., land, water rights, building, machinery and equipment, less any related debt used to acquire those assets that is still outstanding). The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. The net change in capital assets can be reviewed in Table 1 with key element changes shown in Table 3.

TABLE 1
NET POSITION
(In Thousands)

	Governmental Activities		% Inc. (Dec.)	Business-Type Activities		% Inc. (Dec.)	Total Primary Government		% Inc. (Dec.)
	2019	Restated, 2018		2019	Restated, 2018		2019	Restated, 2018	
Current and other assets	$ 282,125	$ 230,165	23%	$ 39,089	$ 24,695	58%	$ 321,214	$ 254,860	26%
Capital assets	305,826	316,064	-3%	146,998	150,310	-2%	452,824	466,374	-3%
Total assets	587,951	546,229	8%	186,087	175,005	6%	774,038	721,234	7%
Deferred outflow of resources	11,077	9,712	14%	1,263	1,059	19%	12,340	10,771	15%
Long-term obligations outstanding	176,858	144,664	22%	67,427	60,500	11%	244,285	205,164	19%
Other liabilit ies	12,514	13,000	-4%	2,671	2,375	12%	15,185	15,375	-1%
Total liabilities	189,372	157,664	20%	70,098	62,875	11%	259,470	220,539	18%
Deferred inflow of resources	8,416	4,512	87%	899	581	100%	9,315	5,093	83%
Net position:									
Net investment in capital assets	302,961	308,253	-2%	88,683	105,459	-16%	391,644	413,712	-5%
Restricted	181,159	128,422	41%	1,573	2,020	-22%	182,732	130,442	40%
Unrestricted (deficit)	(82,880)	(42,910)	93%	26,097	5,129	409%	(56,783)	(37,781)	50%
Total net position	$ 401,240	$ 393,765	2%	$ 116,353	$ 112,608	3%	$ 517,593	$ 506,373	2%

Governmental activities increased the City's net position by $7,474,378 or 1.48%. The business type activities increased the City's net position by $3,745,306 or .74% for a net increase of $11,219,684, or 2.22%. The key elements of these changes are contained in Table 2.

TABLE 2
CHANGES IN NET POSITION
(In Thousands)

	Governmental Activities		% Inc. (Dec.)	Business-Type Activities		% Inc. (Dec.)	Total Primary Government		% Inc. (Dec.)
	2019	2018		2019	2018		2019	2018	
Revenues:									
Program revenues:									
Charges for services	$ 10,705	$ 8,688	23%	$ 28,921	$ 29,161	-1%	$ 39,626	$ 37,849	5%
Operating grants and contributions	5,498	4,460	23%	-	2	100%	5,498	4,462	23%
Capital grants and contributions	25	2,525	-99%	-	-	0%	25	2,525	-99%
General revenues:									
Sales and use taxes	41,855	36,830	14%	-	-	0%	41,855	36,830	14%
Other taxes	4,982	5,307	-6%	-	-	0%	4,982	5,307	-6%
Other general revenue	11,884	13,375	-11%	1,436	109	1217%	13,320	13,484	-1%
Total revenues	74,949	71,185	5%	30,357	29,272	4%	105,306	100,457	5%
Program expenses:									
General government	10,008	7,653	31%	-	-	-	10,008	7,653	31%
Public safety	26,211	29,070	-10%	-	-	-	26,211	29,070	-10%
Streets	15,938	15,082	6%	-	-	-	15,938	15,082	6%
Cultural, parks and recreation	2,160	1,928	12%	-	-	-	2,160	1,928	12%
Health and welfare	464	416	12%	-	-	-	464	416	12%
Economic development	4,724	13,829	-66%	-	-	-	4,724	13,829	-66%
Interest expense	4,322	2,379	82%	-	-	-	4,322	2,379	82%
Water	-	-	-	6,867	6,648	3%	6,867	6,648	3%
Sewer	-	-	-	8,238	8,098	2%	8,238	8,098	2%
Sanitation	-	-	-	5,012	4,579	9%	5,012	4,579	9%
Drainage	-	-	-	658	662	-1%	658	662	-1%
Conference center	-	-	-	8,390	7,749	8%	8,390	7,749	8%
Other activities	-	-	-	1,095	1,210	-10%	1,095	1,210	-10%
Total expenses	63,827	70,357	-9%	30,260	28,946	5%	94,087	99,303	-5%
Excess (deficiency) before transfers	11,122	828	1243%	97	326	-70%	11,219	1,154	872%
Transfers	(3,648)	(2,676)	36%	3,648	2,676	36%	-	-	
Increase (decrease) in net position	**$ 7,474**	**$ (1,848)**	-504%	**$ 3,745**	**$ 3,002**	25%	**$ 11,219**	**$ 1,154**	872%

Governmental Activities. The revenues reflect an increase over last year of $3,761,740. This increase is primarily the result of an increase in the sales and use tax collections caused by legal changes which allow for collecting more on-line sales and use taxes and an increase in charges for services which is primarily related to leasehold income from an economic development agreement. Sales and use tax collections increased $5,024,883 in FY 2019. Capital grants and contributions totaled $25,274 in FY 2019 and $2,525,238 in FY 2018. The total decrease in capital grants and contributions from FY 2018 to FY 2019 was $2,499,964. The decrease is mainly attributed to funding from the Oklahoma Department of Transportation for a large street project in FY 2018.

The most significant governmental activities expense was providing public safety with a cost of $26,210,591. These expenses were funded by revenue collected from a variety of sources with the largest being a transfer from General Fund to the Police and Fire Special Revenue Funds in the amount of $18,774,622 and dedicated sales tax of $10,557,730 for the fiscal year ended June 30, 2019. Other significant governmental expenses are for general government which increased by $2,354,171 in FY 2019 because of economic development expenses paid by the Hospital Authority, the streets in the amount of $15,937,656 of which $12,071,851 is depreciation expense, interest expense which increased by $1,943,410 in FY 2019 because the City had two new bond issuances, and economic development expense decreased by $9,104,994 in FY 2019 because the City started construction on a new Tax Incentive Financing District in FY 2018 and that project was nearing completion in FY 2019.

Business-type Activities. Business-type revenue increased by $1,087,756 or 3.71% from the prior year. Other general income totaled $1,436,616 in FY 2019 and $108,965 in FY 2018. The total increase in other general income from FY 2018 to FY 2019 totaled $1,327,651. The largest portion of this difference is attributed to investment income. Investment income totaled $1,042,888 in FY 2019 and $8,724 in FY 2018. The total increase from FY 2018 to FY 2019 was $1,034,164. The increase is mainly attributed to unrealized losses on securities in FY 2018 and unrealized gains on securities in FY 2019.

Budgetary Highlights. For fiscal year 2018-2019, General Fund revenue (including transfers) budget was amended by $1,486,044 or 4.01% of the original budget of $37,032,514. The actual revenue (including transfers) was more than the final budget projection by $783,139, or 2.03%. The revenue increase is attributed to sales tax coming in above projections for the year. The actual expenditures (including transfers) on a budgetary basis were $38,068,336 compared to the final budget of $39,815,912. General Fund actual expenditures (including transfers) on a budgetary basis were $1,747,576 or 4.39% below final budget projections. See page 73 of the report for more detail.

The Police Fund revenue (including transfers) budget was increased by $324,768, or 2.12%, of the original budget of $15,303,254. The actual revenue (including transfers) was more than the final budget projection by $407,730 or 2.61%. The revenue increase is attributed to sales tax coming in above projections for the year. The actual expenditures (including transfers) on a budgetary basis were $14,213,934 compared to the final budget of $14,996,244. Actual expenditures (including transfers) were $782,310 or 5.22% below final budget projections.

The Fire Fund revenues (including transfers) budget was amended by $261,010 or 2.17%. The actual revenue (including transfers) was more than the final budget projection by $320,982 or 2.61%. The revenue increase is attributed to sales tax coming in above projections for the year. The actual expenditures (including transfers) on a budgetary basis were $11,325,285 compared to the final budget of $12,147,321. Actual expenditures (including transfers) were $822,036 or 6.77% below projections.

The budget to actual comparisons for these funds can be found on pages 73-76 of the report.

Capital Assets. At the end of fiscal year 2019, the City had $452,823,797 invested in a broad range of capital assets, including police and fire equipment, buildings, conference center and hotel, park facilities, roads, bridges, water and sewer facilities and distribution systems. This amount represents a net decrease (including additions and deductions) of $10,238,249 for the governmental activities. Although the City had total additions of $5,897,165; the depreciation expense of $14,499,785 caused the current year reduction, with street depreciation for the year amounting to $12,071,851.

The business-type activities had a net decrease of $3,148,224. Table 3 reflects the net key elements that make up the capital assets by type and source.

TABLE 3
Capital Assets
(In Thousands)

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2019	Restated, 2018	2019	Restated, 2018	2019	Restated, 2018
Land	$ 39,949	$ 39,802	$ 2,072	$ 2,072	$ 42,021	$ 41,874
Water rights	-	-	4,673	4,673	4,673	4,673
Construction in progress	7,095	6,162	2,283	1,738	9,378	7,900
Buildings	30,058	29,776	32,563	32,474	62,621	62,250
Machinery and equipment	21,753	21,297	14,249	13,999	36,002	35,296
Vehicles	9,978	9,561	10,137	9,152	20,115	18,713
Infrastructure	451,460	449,904	181,904	181,234	633,364	631,138
	560,293	556,502	247,881	245,342	808,174	801,844
Less: Depreciation	(254,467)	(240,437)	(100,884)	(95,032)	(355,351)	(335,469)
Totals	$ 305,826	$ 316,065	$ 146,997	$ 150,310	$ 452,823	$ 466,375

Additional information on the City's capital assets can be found on pages 46-47 of this report.

Debt Administration. At year end, the City had $193,181,895 in long term debt outstanding compared to $149,817,429 at the end of the prior fiscal year, an increase of 28.94% as shown in Table 4. The City had three new bond issuances in FY 2019. Two General Obligation Bonds totaling $37,250,000 and one Utility Revenue Bond for $31,265,000. See pages 50-53 for a more in depth review of long-term debt.

TABLE 4
Long-Term Debt
(In Thousands)

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2019	2018	2019	2018	2019	2018
General obligation bonds	$ 37,900	$ 975	$ -	$ -	$ 37,900	$ 975
General obligation bonds premium	$ 496	$ -	$ -	$ -	496	-
Notes payable (direct borrowing)	19,929	20,652	-	-	19,929	20,652
Accrued compensated absences	5,828	5,565	1,526	1,475	7,354	7,040
Revenue bonds	67,455	68,405	55,900	49,350	123,355	117,755
Revenue bonds premium	-	-	2,579	1,821	2,579	1,821
Refundable deposits	46	52	1,523	1,522	1,569	1,574
Totals	$ 131,654	$ 95,649	$ 61,528	$ 54,168	$ 193,182	$ 149,817

FACTORS AFFECTING FINANCIAL CONDITION

Economic Outlook. Although the United States economy still appears very healthy, the slowdown in the energy sector has cast a shadow on Oklahoma's economy. Unemployment figures from around the state have crept up over the past year. Fortunately, for Midwest City, the large number of government jobs found around the State Capital tend to make it more recession-proof than most. The latest Oklahoma Department of Labor report found Oklahoma County's unemployment rate at 3.0%, which was even lower than the 3.2% mark set in August 2019.

The State of Oklahoma is the largest employer around but there is also a strong Federal government workforce found in and around Oklahoma City. In fact, Tinker Air Force Base's workforce of over 30,000 makes it the largest single-site employer in the state of Oklahoma in addition to being the largest U.S. Military installation in the world. Midwest City is located directly across Interstate 40 from Tinker, and it has been dependent on the base for supplying primary jobs since they were both established in 1943.

Tinker continues to recruit high-paying white and blue-collar employees to serve on the base as it honors nearly 1,000 retirements each year. In addition, hiring began in late 2018 for the KC-46 Pegasus Air Tanker program, which will bring another 1,340 jobs to the area. The base is now preparing to service a new bomber set to arrive in about five years that promises to create over 1,000 new jobs. Tinker perseveres through the peaks and valleys of the local, state and national economic conditions.

While the City of Midwest City focuses on supporting Tinker's missions in any way possible, it also remains committed to diversifying the local economy by creating private-sector jobs. We continue to seek diversified projects for our Soldier Creek Industrial Park while working on creating additional new jobs in the healthcare, hospitality, office and retail sectors.

Through the calendar third quarter of 2019, the City issued 23 permits for new commercial buildings representing over $10 million in new investment. There were a significant number of remodel permits issued as well. Affordable local housing is readily available and the number of new starts remain strong. The average price per home continues to improve as well.

We are cautiously excited about opportunities for continued economic growth in 2020.

FY 2018-2019 Budgets and Rates - The fiscal year 2019-2020 expenditure budgets presented to the Council and Board of Trustees was $126,642,625, which is net of $50,855,484 inter/intra-fund transfers.

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

BASIC FINANCIAL STATEMENTS – GOVERNMENT-WIDE

Statement of Net Position– June 30, 2019

	Primary Government		
	Governmental Activities	Business-type Activities	Total
ASSETS			
Cash and cash equivalents	$ 48,055,404	$ 10,921,889	$ 58,977,293
Cash and cash equivalents, restricted	25,743,753	14,528,056	40,271,809
Investments	112,059,129	9,122,010	121,181,139
Investments, restricted	17,138,604	-	17,138,604
Land held for economic development	3,439,804	-	3,439,804
Accounts receivable, net	2,315,759	3,662,777	5,978,536
Interest receivable	101,697	17,337	119,034
Other receivable	293,600	185,426	479,026
Inventory	121,963	280,662	402,625
Internal balances	329,280	(329,280)	-
Prepaid items	3,114	5,489	8,603
Due from other governments	8,883,329	-	8,883,329
Net pension asset	973,201	-	973,201
Lease receivable	62,580,159	-	62,580,159
Deposits held by others	86,608	-	86,608
Investments, non- current, restricted	-	694,889	694,889
Capital assets:			
Land, water rights, and construction in progress	47,044,387	9,028,546	56,072,933
Other capital assets, net of depreciation	258,781,708	137,969,138	396,750,846
Total assets	587,951,499	186,086,939	774,038,438
DEFERRED OUTFLOWS OF RESOURCES			
Deferred amount on refunding	-	883,459	883,459
Deferred amount related to pensions	10,053,180	-	10,053,180
Deferred amount related to OPEB	1,023,463	379,837	1,403,300
Total deferred outflows	11,076,643	1,263,296	12,339,939
LIABILITIES			
Accounts payable and accrued liabilities	1,273,667	1,596,343	2,870,010
Wages payable	1,710,957	459,434	2,170,391
Claims payable	2,219,234	-	2,219,234
Due to other governments	8,643	-	8,643
Accrued interest payable	1,097,747	615,639	1,713,386
Unearned revenue	6,203,791	-	6,203,791
Long-term liabilities:			
Due within one year	23,134,180	5,061,698	28,195,878
Due in more than one year	153,724,050	62,365,461	216,089,511
Total liabilities	189,372,269	70,098,575	259,470,844
DEFERRED INFLOWS OF RESOURCES			
Deferred amount related to pensions	4,356,471	-	4,356,471
Deferred amount related to property taxes	2,850,714	-	2,850,714
Deferred amount related to OPEB	1,208,800	898,572	2,107,372
Total deferred inflows	8,415,985	898,572	9,314,557
NET POSITION			
Net investment in capital assets	302,960,954	88,683,005	391,643,959
Restricted for:			
Debt service	405,025	1,573,431	1,978,456
Hospital	103,137,317	-	103,137,317
Capital improvements	46,806,939	-	46,806,939
Public Safety	15,486,843	-	15,486,843
Street operations	2,987,199	-	2,987,199
Culture and recreation	1,446,640	-	1,446,640
Economic Development	3,692,297	-	3,692,297
Other	7,196,667	-	7,196,667
Unrestricted (deficit)	(82,879,993)	26,096,652	(56,783,341)
Total net position	$ 401,239,888	$ 116,353,088	$ 517,592,976

See accompanying notes to the basic financial statements.

Statement of Activities –Year Ended June 30, 2019

Functions/Programs	Expenses	Program Revenue: Charges for Services	Program Revenue: Operating Grants and Contributions	Program Revenue: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Governmental Activities	Net (Expense) Revenue and Changes in Net Position: Business-type Activities	Net (Expense) Revenue and Changes in Net Position: Total
Primary government							
Governmental activities							
General government	$ 10,008,009	$ 3,861,274	$ 235,097	$ 7,957	$ (5,903,681)	$ -	$ (5,903,681)
Public safety	26,210,591	2,139,135	3,572,078	17,317	(20,482,061)	-	(20,482,061)
Streets	15,937,656	574,227	861,592	-	(14,501,837)	-	(14,501,837)
Culture and recreation	2,160,052	437,361	169,648	-	(1,553,043)	-	(1,553,043)
Health and welfare	463,637	-	-	-	(463,637)	-	(463,637)
Economic development	4,724,284	3,692,941	659,634	-	(371,709)	-	(371,709)
Interest expense	4,322,211	-	-	-	(4,322,211)	-	(4,322,211)
Total governmental activities	63,826,440	10,704,938	5,498,049	25,274	(47,598,179)	-	(47,598,179)
Business-type activities:							
Water	6,866,874	7,748,159	-	-	-	881,285	881,285
Wastewater	8,237,835	8,255,924	-	-	-	18,089	18,089
Sanitation	5,012,123	6,422,663	-	-	-	1,410,540	1,410,540
Drainage	658,935	489,514	-	-	-	(169,421	(169,421)
Conference center	8,389,592	5,096,556	-	-	-	(3,293,036)	(3,293,036)
Golf	1,037,750	908,442	-	-	-	(129,308	(129,308)
Industrial park	57,073	-	-	-	-	(57,073)	(57,073)
Total business-type activities	30,260,182	28,921,258	-	-	-	(1,338,924)	(1,338,924)
Total primary government	$ 94,086,622	$ 39,626,196	$ 5,498,049	$ 25,274	(47,598,179)	(1,338,924)	(48,937,103)
General revenues:							
Taxes:							
Sales and use taxes					41,854,988	-	41,854,988
Property tax					344,844	-	344,844
Payment in lieu of taxes					996,788		996,788
Franchise and public service taxes					2,555,084	-	2,555,084
Hotel/motel taxes					618,813	-	618,813
Intergovernmental revenue not restricted to specific programs					465,768	-	465,768
Investment income					11,071,096	1,042,888	12,113,984
Miscellaneous					812,790	393,728	1,206,518
Transfers - internal activity					(3,647,614)	3,647,614	-
Total general revenues and transfers					55,072,557	5,084,230	60,156,787
Change in net position					7,474,378	3,745,306	11,219,684
Net position - beginning, restated					393,765,510	112,607,782	506,373,292
Net position - ending					$ 401,239,888	$ 116,353,088	$ 517,592,976

See accompanying notes to the basic financial statements.

BASIC FINANCIAL STATEMENTS - GOVERNMENTAL FUNDS

Governmental Funds Balance Sheet - June 30, 2019

	General Fund	Police Fund	Fire Fund	Midwest City Hospital Authority	2018 GO Bond CIP	Other Governmental Funds	Total Governmental Funds
ASSETS							
Cash and cash equivalents	$ 4,213,400	$ 2,605,005	$ 1,938,879	$ 20,655,073	$ 13,485,296	$ 25,482,339	$ 68,379,992
Investments	3,540,343	2,194,074	1,723,762	91,757,832	12,068,311	15,949,877	127,234,199
Land held for economic development	-	-	-	3,439,804	-	-	3,439,804
Receivables:							
Accounts receivable	1,654,912	95,414	3,284	69,535	-	677,437	2,500,582
Accrued interest receivable	6,731	5,453	3,646	6,033	33,459	37,833	93,155
Due from other funds	191,945	2,854,492	2,255,503	2,689	-	165,584	5,470,213
Deposits held by others	-	-	-	81,308	-	5,300	86,608
Prepaid items	3,114	-	-	-	-	-	3,114
Other receivable	16,641	4,439	5,423	-	-	-	26,503
Due from other governments	3,076,272	765,707	595,073	-	-	4,446,277	8,883,329
Inventory	-	-	-	-	-	60,000	60,000
Advance to other funds	680,765	-	-	-	-	-	680,765
Total assets	$ 13,384,123	$ 8,524,584	$ 6,525,570	$ 116,012,274	$ 25,587,066	$ 46,824,647	$ 216,858,264
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES							
Liabilities:							
Accounts payable and accrued liabilities	$ 225,319	$ 54,336	$ 20,558	$ 229,329	$ 53,161	$ 466,201	$ 1,048,904
Wages payable	456,409	602,799	484,568	10,981	-	94,392	1,649,149
Unearned revenue	-	-	-	6,203,791	-	-	6,203,791
Refundable deposits - court	46,195	-	-	-	-	-	46,195
Due to other funds	5,019,245	-	-	-	-	925,746	5,944,991
Due to other governments	8,643	-	-	-	-	-	8,643
Advance from other funds	-	-	680,765	-	-	-	680,765
Total liabilities	5,755,811	657,135	1,185,891	6,444,101	53,161	1,486,339	15,582,438
Deferred inflows of resources:							
Unavailable revenue	1,384,025	74,686	-	762,364	-	3,186,132	5,407,207
Fund balances:							
Nonspendable	683,879	-	-	3,521,112	-	92,870	4,297,861
Restricted	2,401,211	7,792,763	5,339,679	103,860,642	25,533,905	41,363,772	186,291,972
Committed	-	-	-	1,424,055	-	-	1,424,055
Assigned	469,891	-	-	-	-	695,534	1,165,425
Unassigned	2,689,306	-	-	-	-	-	2,689,306
Total fund balances	6,244,287	7,792,763	5,339,679	108,805,809	25,533,905	42,152,176	195,868,619
Total liabilities, deferred inflows, and fund balances	$ 13,384,123	$ 8,524,584	$ 6,525,570	$ 116,012,274	$ 25,587,066	$ 46,824,647	$ 216,858,264

See accompanying notes to the basic financial statements.

Reconciliation of Governmental Funds and Government-Wide Financial Statements:

Fund Balance – Net Position Reconciliation – June 30, 2019:

Fund balances of governmental funds	$	195,868,619
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds, net of accumulated depreciation of $253,223,132		305,020,938
Certain long-term assets are not available to pay for current fund liabilities and, therefore, along with deferred outflows, are either reported as deferred inflows of resources in the funds or not reported in the funds at all:		
Due from other governments		38,617
Other receivable, net of allowance		2,517,876
Lease receivable		62,580,159
Net pension asset		973,201
Pension related deferred outflows		10,053,180
OPEB related deferred outflows		987,190
		77,150,223
The net pension liablity and the total OPEB liability and the pension and OPEB related deferred inflows are not due and payable from current financial resources, and therefore, are not reported in these fund financial statements, but are reported in the governmental activities of the Statement of Net Position.		
Net pension liability		(28,208,718)
Pension related deferred inflows		(4,356,471)
Total OPEB liability		(16,301,495)
OPEB related deferred inflows		(1,141,297)
		(50,007,981)
Internal service funds are used by management to charge the cost of certain activities to individual funds. An allocation of the assets and liabilities of the internal service funds are included in governmental activities in the statement of net position, net of amount allocated to business-type activities.		5,706,185
Certain other long-term liabilities are not due and payable from current financial resources and not reported in the funds:		
General obligation bonds payable		(37,900,000)
Notes payable		(19,929,040)
Bonds payable		(67,455,000)
Premium on debt		(495,503)
Accrued compensated absences		(5,658,181)
Accrued interest payable		(1,060,372)
		(132,498,096)
Net position of governmental activities	$	401,239,888

See accompanying notes to the basic financial statements.

Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances – Year Ended June 30, 2019

	General Fund	Police Fund	Fire Fund	Midwest City Hospital Authority	2018 GO Bond CIP	Other Governmental Funds	Total Governmental Funds
REVENUES							
Taxes	$ 24,023,646	$ 5,905,068	$ 4,652,662	$ 996,788	$ -	$ 10,798,287	$ 46,376,451
Intergovernmental	595,217	828,369	3,561,482	-	-	1,713,911	6,698,979
Charges for services	2,350,265	97,167	26,723	-	-	5,552,845	8,027,000
Fines and forfeitures	1,216,500	61,737	-	-	-	86,256	1,364,493
Licenses and permits	602,208	2,200	9,800	-	-	111,785	725,993
Investment income	399,292	185,341	130,605	10,021,674	51,849	883,049	11,671,810
Miscellaneous	730,827	44,691	23,326	1,212,421	-	228,904	2,240,169
Total revenues	29,917,955	7,124,573	8,404,598	12,230,883	51,849	19,375,037	77,104,895
EXPENDITURES							
Current:							
General government	4,511,687	-	-	3,498,129	39,164	1,874,584	9,923,564
Public safety	1,037,615	14,292,344	14,348,569	-	92,508	608,625	30,379,661
Streets	2,936,914	-	-	-	116,690	667,224	3,720,828
Culture and recreation	1,006,977	-	-	-	127,799	646,022	1,780,798
Health and welfare	375,488	-	-	-	-	80,818	456,306
Economic development	3,038,324	-	-	-	9,723	2,613,222	5,661,269
Capital outlay	574,569	772,635	104,027	608,034	73,784	3,428,507	5,561,556
Debt service:							
Principal retirement	-	-	-	723,100	-	1,275,000	1,998,100
Interest and fiscal charges	1,352	-	29,705	1,130,115	-	2,812,924	3,974,096
Total expenditures	13,482,926	15,064,979	14,482,301	5,959,378	459,668	14,006,926	63,456,178
Excess (deficiency) of revenues over expenditures	16,435,029	(7,940,406)	(6,077,703)	6,271,505	(407,819)	5,368,111	13,648,717
OTHER FINANCING SOURCES (USES)							
Proceeds from issuance of debt	-	-	-	-	26,336,000	10,914,000	37,250,000
Bond premium	-	-	-	-	-	497,782	497,782
Transfers in	11,287,736	10,485,187	8,349,435	-	-	800,073	30,922,431
Transfers out	(27,509,072)	-	-	(75,000)	(394,276)	(6,126,322)	(34,104,670)
Total other financing sources and uses	(16,221,336)	10,485,187	8,349,435	(75,000)	25,941,724	6,085,533	34,565,543
Net change in fund balances	213,693	2,544,781	2,271,732	6,196,505	25,533,905	11,453,644	48,214,260
Fund balances - beginning, restated	6,030,594	5,247,982	3,067,947	102,609,304	-	30,698,532	147,654,359
Fund balances - ending	$ 6,244,287	$ 7,792,763	$ 5,339,679	$ 108,805,809	$ 25,533,905	$ 42,152,176	$ 195,868,619

See accompanying notes to the basic financial statements.

Changes in Fund Balances – Changes in Net Position Reconciliation – Year Ended June 30, 2019:

Net change in fund balances - total governmental funds:	$	48,214,260
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental funds report capital outlays as expenditures while governmental activities report depreciation expense to allocate those expenditures over the life of the assets:		
Capital asset purchases capitalized		4,271,796
Capital asset donated		7,957
Gain (loss) on disposal of capital assets		(31,128)
Depreciation expense		(14,432,214)
		(10,183,589)
Repayment of debt principal is an expenditure and collections of leasehold receivables are a revenue in the governmental funds. However, the repayments reduce long-term liabilities or the long-term assets in the Statement of Net Position:		
Leasehold receivable receipts		(97,394)
Premium on debt issuance		(497,782)
Amortization of premium		2,279
Debt proceeds		(37,250,000)
Note payable principal payments		1,673,100
General obligation bond principal payments		325,000
		(35,844,797)
Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds:		
Change in unavailable revenue		465,276
Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as an equal amount of expenditures in the governmental funds. These are the adjustments needed to expenditures in order to report them as their full-accrual counterparts at the government -wide level.		
Other post employment benefits		435,705
Interest expense		(351,746)
Pension expense		4,313,145
Accrued compensated absences		(250,123)
		4,146,981
Internal service fund activity is reported as a proprietary fund in fund financial statements, but certain net revenues/expenses are reported in governmental activities on the Statement of Activities, net of amount allocated to business-type activities		676,247
Change in net position of governmental activities	$	7,474,378

See accompanying notes to the basic financial statements.

BASIC FINANCIAL STATEMENTS - PROPRIETARY FUNDS

Proprietary Funds Statement of Net Position - June 30, 2019

	Midwest City Municipal Authority	Nonmajor Enterprise Funds	Total	Internal Service Funds
ASSETS				
Current assets:				
Cash and cash equivalents	$ 10,233,512	$ 500,758	$ 10,734,270	$ 4,092,363
Cash and cash equivalents, restricted	14,528,056	-	14,528,056	-
Investments	8,522,540	436,083	8,958,623	3,641,342
Accounts receivable, net	3,616,568	-	3,616,568	82,274
Other receivable	231,635	-	231,635	-
Accrued interest receivable	17,337	-	17,337	8,542
Prepaid items	5,489	-	5,489	-
Inventory	280,662	-	280,662	61,963
Due from other funds	837,900	-	837,900	2,324
Total current assets	38,273,699	936,841	39,210,540	7,888,808
Non-current assets:				
Investments, restricted	694,889	-	694,889	-
Land, construction in progress, and water rights	8,351,517	677,029	9,028,546	-
Other capital assets, net	135,214,579	2,636,923	137,851,502	922,793
Total non-current assets	144,260,985	3,313,952	147,574,937	922,793
Total assets	182,534,684	4,250,793	186,785,477	8,811,601
DEFERRED OUTFLOW OF RESOURCES				
Deferred amount on refunding	883,459	-	883,459	-
Deferred amount related to OPEB	362,860	-	362,860	53,250
	1,246,319	-	1,246,319	53,250
LIABILITIES				
Current liabilities:				
Accounts payable and accrued liabilities	1,594,693	-	1,594,693	275,373
Claims liability	-	-	-	991,234
Wages payable	428,055	-	428,055	81,602
Due to other funds	40,408	-	40,408	325,038
Accrued interest payable	615,639	-	615,639	-
Accrued compensated absences	459,199	-	459,199	117,796
Refundable deposits	176,448	-	176,448	-
Revenue bonds payable	4,365,000	-	4,365,000	-
Total current liabilities	7,679,442	-	7,679,442	1,791,043
Non-current liabilities:				
Accrued compensated absences	883,391	-	883,391	235,593
Claims liability	-	-	-	1,228,000
Total OPEB liability	5,492,407	-	5,492,407	1,100,874
Refundable deposits	1,346,867	-	1,346,867	-
Revenue bonds payable, net	54,113,682	-	54,113,682	-
Total non-current liabilities	61,836,347	-	61,836,347	2,564,467
Total liabilities	69,515,789	-	69,515,789	4,355,510
DEFERRED INFLOW OF RESOURCES				
Deferred amount related to OPEB	832,542	-	832,542	133,533
NET POSITION				
Net investment in capital assets	85,251,418	3,313,952	88,565,370	922,792
Restricted for debt service	1,573,431	-	1,573,431	-
Restricted for other purposes	99,099	216,134	315,233	-
Unrestricted	26,508,724	720,707	27,229,431	3,453,016
Total net position	$ 113,432,672	$ 4,250,793	$ 117,683,465	$ 4,375,808
Some amounts reported for business-type activities in the Statement of Net Position are different because certain internal service fund balances are included with business-type activities and reported as interfund balances			(1,330,377)	
Total net position per Government-Wide financial statements			$ 116,353,088	

See accompanying notes to the basic financial statements.

Proprietary Funds Statement of Revenues, Expenses, and Changes in Net Position - Year Ended June 30, 2019

	Midwest City Municipal Authority	Nonmajor Enterprise Funds	Total	Internal Service Funds
OPERATING REVENUES				
Charges for services	$ 28,940,678	$ -	$ 28,940,678	$ 11,201,765
Fees, licenses and permits	28,920	-	28,920	-
Miscellaneous	81,438	-	81,438	316,784
Total operating revenues	29,051,036	-	29,051,036	11,518,549
OPERATING EXPENSES				
Personal services	10,583,324	-	10,583,324	1,933,379
Materials and supplies	3,991,620	-	3,991,620	1,387,408
Other services and charges	7,180,259	-	7,180,259	1,215,593
Insurance claims and expense	-	-	-	6,626,029
Depreciation and amortization	5,848,720	57,073	5,905,793	78,746
Total operating expenses	27,603,923	57,073	27,660,996	11,241,155
Operating income (loss)	1,447,113	(57,073)	1,390,040	277,394
NON-OPERATING REVENUES (EXPENSES)				
Investment income (loss)	1,293,653	20,423	1,314,076	411,917
Interest expense and fiscal charges	(2,748,986)	-	(2,748,986)	-
Gain (loss) on asset retirement	5,469	-	5,469	(1,283)
Total non-operating revenue (expenses)	(1,449,864)	20,423	(1,429,441)	410,634
Income (loss) before contributions and transfers	(2,751)	(36,650)	(39,401)	688,028
Capital contributions	590,687	-	590,687	-
Transfers in	13,894,870	-	13,894,870	125,312
Transfers out	(10,837,943)	-	(10,837,943)	-
Change in net position	3,644,863	(36,650)	3,608,213	813,340
Total net position - beginning, restated	109,787,809	4,287,443	114,075,252	3,562,468
Total net position - ending	$ 113,432,672	$ 4,250,793	$ 117,683,465	$ 4,375,808

Change in net position per above	$ 3,608,213
Some amounts reported for business-type activities in the Statement of Activities are different because the net revenue (expense) of certain internal service funds is reported with business-type activities	137,093
Change in Business-Type Activites in Net Postion per Government-Wide Financial Statements	$ 3,745,306

See accompanying notes to the basic financial statements.

Proprietary Funds Statement of Cash Flows - Year Ended June 30, 2019

	Midwest City Municipal Authority	Nonmajor Enterprise Funds	Total	Internal Service Funds
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from customers	$ 28,600,226	$ -	$ 28,600,226	$ 11,510,435
Payments to suppliers	(10,652,438)	-	(10,652,438)	(1,589,949)
Payments to employees	(10,776,812)	-	(10,776,812)	(1,939,047)
Receipts (payments) from interfund loans	14,189	-	14,189	55,467
Receipt of customer deposits	534,468	-	534,468	-
Return of customer deposits	(503,768)	-	(503,768)	-
Claims and benefits paid	-	-	-	(7,721,391)
Net cash provided by operating activities	7,215,865	-	7,215,865	315,515
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers from other funds	13,894,870	-	13,894,870	-
Transfers to other funds	(10,837,943)	-	(10,837,943)	125,312
Net cash provided by noncapital financing activities	3,056,927	-	3,056,927	125,312
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Capital assets purchased	(2,190,135)	-	(2,190,135)	(14,195)
Principal paid on capital debt	(24,715,000)	-	(24,715,000)	-
Proceeds from issuance of bonds	31,265,000	-	31,265,000	-
Premium on debt issued	1,113,904	-	1,113,904	-
Interest and fiscal charges paid on capital debt	(3,228,448)	-	(3,228,448)	-
Proceeds from sale of capital assets	17,546	-	17,546	-
Net cash provided by (used in) capital and related financing activities	2,262,867	-	2,262,867	(14,195)
CASH FLOWS FROM INVESTING ACTIVITIES				
Sale (Purchase) of investments	3,854,944	271,511	4,126,455	1,798,213
Interest and dividends	1,291,140	20,424	1,311,564	390,041
Net cash provided by investing activities	5,146,084	291,935	5,438,019	2,188,254
Net increase in cash and cash equivalents	17,681,743	291,935	17,973,678	2,614,886
Balances - beginning of year	7,079,825	208,823	7,288,648	1,477,477
Balances - end of year	$ 24,761,568	$ 500,758	$ 25,262,326	$ 4,092,363
Reconciliation to Statement of Net Position:				
Cash and cash equivalents	$ 10,233,512	$ 500,758	$ 10,734,270	$ 4,092,363
Restricted cash and cash equivalents	14,528,056	-	14,528,056	-
Total cash and cash equivalents	$ 24,761,568	$ 500,758	$ 25,262,326	$ 4,092,363
Reconciliation of operating income (loss) to net cash provided by operating activities:				
Operating income (loss)	$ 1,447,113	$ (57,073)	$ 1,390,040	$ 277,394
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:				
Depreciation expense	5,848,720	57,073	5,905,793	78,746
Change in assets and liabilities:				
Receivables, net	(283,304)	-	(283,304)	(8,114)
Other receivable	(138,497)	-	(138,497)	-
Due from other funds	(31,275)	-	(31,275)	(2,122)
Prepaid items	789	-	789	-
Inventory	(3,468)	-	(3,468)	(1,811)
Deferred outflows OPEB	(141,184)	-	(141,184)	9,234
Accounts payable	522,120	-	522,120	10,670
Claims liability	-	-	-	(91,169)
Due to other funds	45,464	-	45,464	57,589
Accrued payroll and related liabilities	3,427	-	3,427	(5,099)
Refundable deposits	1,691	-	1,691	-
OPEB liability	(387,149)	-	(387,149)	(61,658)
Accrued compensated absences	38,769	-	38,769	25,073
Deferred inflows OPEB	292,649	-	292,649	26,782
Net cash provided by operating activities	$ 7,215,865	$ -	$ 7,215,865	$ 315,515
Noncash activities:				
Contributed capital assets - from governmental funds	$ 590,687	$ -	$ 590,687	$ -

See accompanying notes to the basic financial statements.

FOOTNOTES TO BASIC FINANCIAL STATEMENTS

Note 1. Summary of Significant Accounting Policies

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

1.A. Financial Reporting Entity

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

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

- Legislative – the governing body includes an elected seven-member City Council and Mayor
- Executive – the City Manager is the Chief Executive Officer and is appointed by the City Council
- Judicial – the Municipal Judges are practicing attorneys appointed by the City Council

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

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

Midwest City Utilities Authority –created for industrial development.
Midwest City Municipal Authority – created to operate the water, wastewater, sanitation and conference center/hotel.
Midwest City Hospital Authority – created to operate the hospital, however, in 1996 the hospital was leased for a 30 year term. In March 2009, this lease was extended to May 2048. The Trustees manage activities related to the hospital lease. Economic development is also a principal mission of the Authority.
Urban Renewal Authority – created for economic development.
Economic Development Authority – created for economic development.

Each of these component units listed above are Public Trusts established pursuant to Title 60 of Oklahoma State law. Public Trusts (Authorities) have no taxing power. The Authorities are generally created to finance City services through issuance of revenue bonds or other non-general obligation debt and to enable the City Council to delegate certain functions to the governing body (Trustees) of the Authority. The Authorities generally retain title to assets which are acquired or constructed with Authority debt or other Authority generated resources. In addition, the City has leased certain existing

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

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

1.B. Basis of Presentation and Accounting

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

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

Government-Wide Financial Statements:

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

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

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

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

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

Fund Financial Statements:

Governmental Funds:

Most of the City's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances remaining at year-end. Governmental funds report their activities on the modified accrual basis of accounting and current financial resources measurement focus that is different from other funds. For example, these funds report the acquisition of capital assets and payments for debt principal as expenditures and not as changes to asset and debt balances. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period except for reimbursement type grants that are recorded as revenues when the related expenditures are recognized and available within 120 days of year end. Expenditures are generally recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, claims, judgments, postemployment benefits and net pension liabilities are recorded only when payment is due.

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

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

Major Funds:

- General Fund – accounts for all activities not accounted for in other special-purpose funds. For reporting purposes the General Fund also includes the activities of the Reimbursed Projects Account, Employee Activity Account, Activity Account, Animals Best Friend Account, 29th and Douglas Account, Disaster Relief Account, and Retiree Health Claims Account.
- Police Fund – is a special revenue fund that accounts for police services funded by a restricted sales tax, a transfer of 34.21% of General Fund revenues per ordinance legally restricted for police operations, and fines and fees restricted for traffic enforcement operations. For reporting purposes, the Police Fund includes the Jail Fund.
- Fire Fund –– is a special revenue fund that accounts for fire protection services funded by sales tax legally restricted for fire and a transfer of 27.66% of General Fund revenues per ordinance legally restricted for fire operations.
- Midwest City Hospital Authority – is a special revenue fund that manages activities related to the hospital lease, funded by interest income and in lieu of taxes. The Hospital Authority also makes investments and expenditures in economic development activities.
- 2018 GO Bond CIP – is a capital project fund funded with proceeds from general obligation bond issues to finances voter approved projects.

Aggregated Non-Major Funds (reported as Other Governmental Funds):

Special Revenue Funds include Grants, Juvenile, Parks and Recreation, Emergency Operations, Technology, Welcome Center, Police Impound Fees, Street and Alley, Police Special Projects, Police Lab Fee, Convention/Visitors Bureau, Sooner Rose TIF, Urban Renewal Authority Funds, Economic Development Authority Fund , Street Light Fee, and General Government Sales Tax.

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

Capital Project Funds:

- Capital Improvement Fund – accounts for assessed fees that help fund capital projects for various functions of the City.
- Downtown Redevelopment Authority – accounts for the lease proceeds from the 29th street redevelopment. Proceeds are used to fund various needs of the City.
- 2002 Street Project Fund – accounts for the proceeds from the 2002 General Obligation Street Bonds which funds capital street projects.
- Dedicated Tax 2012 Fund – accounts for the sales tax restricted for street, parks, trails, sidewalks and public transportation projects.
- 2018 GO Bond Proprietary Fund – accounts for general obligation bond proceeds restricted to proprietary projects.
- Sales Tax Capital Improvement Fund – accounts for sales tax restricted by a vote of the citizens for capital improvements, including debt retirements.
- Capital Outlay Reserve Fund – accounts for funds set aside to fund the five year capital needs projects.

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

Proprietary Funds:

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

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

The City's proprietary funds include the following:

Enterprise Funds

Major:

The Municipal Authority Funds includes the following accounts:

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

Non-Major:

- Utilities Authority Fund –accounts for industrial development activities.

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

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

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

Deposits and Investments:

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

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

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

Restricted Assets:

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

Receivables

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

In the fund financial statements, material receivables in governmental funds include revenue accruals such as sales tax, franchise tax, and grants and other similar intergovernmental revenues. Non-exchange transactions collectible but not available are reported as a deferred inflow of resources in the fund financial statements in accordance with the modified accrual basis of accounting, but not reported as a deferred inflow of resources in the government-wide financial statements in accordance with the accrual basis. Interest on investment earnings are recorded when earned only if paid within 60 days since they would be considered both measurable and available. Proprietary fund material receivables consist of all revenues earned at year-end and not yet received. Utility accounts receivable and interest earnings comprise the majority of proprietary fund receivables. Allowances for uncollectible accounts receivable are based upon historical trends and the periodic aging of accounts receivable.

Inventories:

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

Land Held for Economic Development:

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

Capital Assets:

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

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

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

- Buildings/improvements 25-60 years
- Utility systems 25-99 years
- Infrastructure 25-99 years
- Machinery and equipment 5-20 years
- Vehicles 5-25 years

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

Unearned Revenue

In 1996, the Hospital Authority entered into a long-term lease agreement with a third party to lease the Midwest City Municipal Hospital for a 30 year period. The lessee prepaid the entire amount of the rent for the 30 years, a total of $26.9 million. This amount is being recognized in income over the 30 year period.

Long-term obligations:

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

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

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

Compensated Absences:

Under the terms of union contracts and City personnel policies, City employees are granted vacation and sick leave in varying amounts. Regular full-time civilian employees earn vacation leave per pay period in varying amounts from 80.08 hours per year to 204.10 hours per year based upon years of service. Upon separation from the city, a civilian employee is paid for accrued vacation up to a maximum of 192 hours plus current year accrual earned to date of separation. Civilian employees earn sick leave per pay period of 3.7 hours, for a total of 96.20 hours per year with the exception of Fire Rookies working 24 hour shifts who earn 5.54 hours per pay period for an annual total of 144.04 hours per year. Civilian employees who separate from employment with the city will be compensated for all accrued but unused sick leave as follows: Upon separation from the city after 10 years of service, a civilian employee is paid for accrued sick leave up to a maximum of 960 hours plus current year accrual earned to date of separation at 1/2 his/her hourly rate of pay. Civilian employees who separate from employment prior to 10 years of service shall receive no compensation for accrued sick leave benefits.

Police union employees earn vacation leave per pay period in varying amounts from 80.08 hours per year to 204.10 hours per year based upon years of service. Upon separation from the city, a police union employee is paid for accrued vacation up to a maximum of 216 hours plus current year accrual earned to date of separation. Police union employees earn sick leave per pay period of 4.6 hours for an annual total of 119.60 hours. Police union employees who separate from employment with the city will be compensated for all accrued but unused sick leave as follows: Upon separation from the city after 10 years or more of service, a police union employee is paid for accrued sick leave up to a maximum of 11,000 hours plus current year accrual earned to date of separation at ½ his/her hourly rate of pay. Police union employees who separate from employment prior to 10 years of service shall receive no compensation for accrued sick leave benefits. 100% of the sick leave balance shall be paid to the police union employee's named beneficiary in the event an employee is killed in the line of duty.

Fire union employees earn vacation leave per pay period in varying amounts from 80.08 hours per year to 301.34 hours per year based upon shift worked and years of service. Upon separation from the city, a fire union employee is paid for accrued vacation up to a maximum of 300 hours plus current year accrual earned to date of separation for 24 hour workers; up to a maximum of 216 hours plus current

year accrual earned to date of separation for 8 hour workers. Fire union employees earn sick leave per pay period of 5.54 for a total of 144.04 hours per year for 24 hour workers and 96.20 hours per year for 8 hour workers. Fire union employees who separate from employment with the city will be compensated for all accrued but unused sick leave as follows: Upon separation from the city after 10 years or more of service or with an on-the-job injury, a fire union employee is paid for accrued sick leave up to a maximum of 1,314 hours for 24 hour workers; up to a maximum of 939 hours for 8 hour workers at 1/3 his/her hourly rate of pay. Hours accumulated over the maximum are paid at the rate of ½ his/her hourly rate of pay each bi-weekly pay period. Employees, regardless of years of service, will be paid out at ½ for separation due to on the job injury. Fire union employees who separate from employment prior to 10 years of service and without an on-the-job injury shall receive no compensation for accrued sick leave benefits.

Deferred Outflow/Inflows of Resources:

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

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

Fund Equity:

Government-Wide and Proprietary Fund Financial Statements:

Net position is displayed in three components:
a. *Net investment in capital assets* - Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvements of those assets, plus the remaining construction proceeds of debt issued for capital improvements.

b. *Restricted net position* - Consists of net position with constraints placed on the use either by 1) external groups such as creditors, grantors, contributors, or laws and regulations of other governments, or 2) law through constitutional provisions or enabling legislation.

c. *Unrestricted net position* - All other net position that does not meet the definition of "restricted" or "net investment in capital assets."

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

Governmental Fund Financial Statements:

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

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

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

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

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

e. Unassigned – represents fund balance that has not been assigned to other funds and has not been restricted, committed, or assigned to specific purposes within the General Fund.

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

1.D. Revenues, Expenditures and Expenses

Program Revenues:

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

- Public Safety – Fire, Police, 911 –fines and forfeitures, restricted operating grants, 911 revenue, and restricted capital grants, property seizure, donations, state on-behalf pension contributions
- Streets – commercial vehicle and gasoline excise tax shared by the State.
- Culture and recreation – pool fees, rental of community center and senior center, programming fees, park fees, softball fees, operating and capital grants

- Health and Welfare – FEMA grants
- Economic Development – rental income and operating grants
- General Government – license and permits, technology and false alarm fees, impact fees, and operating grants

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

Sales Tax Revenue:

Sales tax revenue represents a 4.60 cents tax on each dollar of taxable sales which is collected by the Oklahoma Tax Commission and remitted to the City. Upon final allocation the sales tax is broken down as follows:

	Effective January 2018	
General Government	1.25	27.17%
Police	1.42	30.87%
Fire	1.14	24.78%
911	.04	.87%
Capital Improvements	.25	5.43%
Parks and Recreation	.05	1.09%
Sewer Plant	.40	8.70%
Streets/Parks/Sidewalks/Trails/and Public Transportation	.05	1.09%
Totals	4.6	100%

Property Tax Revenue:

In accordance with state law, a municipality may only levy a property tax to retire general obligation debt approved by the voters and to pay judgments rendered against the City. Property taxes levied by the City are billed and collected by the County Treasurer's Office and remitted to the City in the month following collection. Property tax is levied each October 1st on the assessed valuation of non-exempt real property located in the City as of the preceding January 1st, the lien date. Property taxes are due on November 1st following the levy date, although they may be paid in two equal installments (if the first installment is paid prior to January 1st, the second installment is not delinquent until April 1st). Property taxes are collected by the County Treasurer and are remitted to the City. Property tax receivables are recorded on the lien date, although the related revenue is reported as a deferred inflow of resources and will not be recognized as revenue until the year for which it is levied. Property taxes unpaid for the fiscal year are attached by an enforceable lien on property in the following October. For the year ended June 30, 2019, the City's net assessed valuation of taxable property was $341,997,736. The taxes levied by the City per $1,000 of net assessed valuation for the year ended June 30, 2019 was $0.94.

Property tax accrued on the lien date of January 1, 2019 and recorded as a deferred inflow of resources was $2,850,714.

Expenditures and Expenses:

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

1.E. Internal and Interfund Balances and Activities

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

Government-Wide Financial Statements:

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

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

Fund Financial Statements:

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

1. Interfund loans - amounts provided with a requirement for repayment are reported as interfund receivables and payables.

2. Interfund services - sales or purchases of goods and services between funds are reported as revenues and expenditures/expenses.

3. Interfund reimbursements - repayments from funds responsible for certain expenditures/expenses to the funds that initially paid for them are not reported as reimbursements but as adjustments to expenditures/expenses in the respective funds.

4. Interfund transfers - flow of assets from one fund to another where repayment is not expected are reported as transfers in and out.

1.F. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in

the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures; accordingly, actual results could differ from those estimates.

1.G. New Accounting Pronouncements

The City implemented the following new accounting standards during the year ended June 30, 2019.

GASB Statement No. 83, *Certain Asset Retirement Obligations*, issued December 2016. Under Statement No. 83, a government that has legal obligations to perform future asset retirement activities related to its tangible capital assets is required to recognize a liability and a corresponding deferred outflow of resources. The Statement identifies the circumstances that trigger the recognition of these transactions. The Statement also requires the measurement of an asset retirement obligation to be based on the best estimate of the current value of outlays expected to be incurred while the deferred outflow of resources associated with the asset retirement obligation will be measured at the amount of the corresponding liability upon initial measurement and generally recognized as an expense during the reporting periods that the asset provides service. The Statement requires disclosures including a general description of the asset retirement obligation and associated tangible capital assets; the source of the obligation to retire the assets; the methods and assumptions used to measure the liability; and other relevant information. Implementation did not have a significant impact to the City.

GASB Statement 88, *Certain Disclosures Related to Debt* - GASB No. 88 was issued April 2018, the primary objective of this Statement is to improve the information that is disclosed in the notes to government financial statements related to debt, including direct borrowings and direct placements. It also clarifies which liabilities governments should include when disclosing information related to debt. It defines debt for purposes of disclosure in the notes to financial statements as a liability that arises from a contractual obligation to pay cash (or other assets that may be used in lieu of cash) in one or more payments to settle an amount that is fixed at the date of the contractual obligation is established. This Statement requires that additional essential information related to debt be disclosed in notes to financial statements, including unused lines of credit; assets pledged as collateral for the debt; and terms specified in debt agreements related to significant events of default with finance-related consequences, significant termination events with finance-related consequences, and significant subjective acceleration clauses. This Statement also requires that existing and additional information be provided for direct borrowings and direct placements of debt separately from other debt. Implementation required additional note disclosures.

2. Cash and Cash Equivalents, Deposits and Investments

Deposits and Investments Risks

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

	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total Fair Value
US agency securities	$ -	$ 42,698,513	$ -	$ 42,698,513
Real Estate	-	-	556,687	556,687
MutualFund - equities	30,231,901	-	-	30,231,901
	$ 30,231,901	$ 42,698,513	$ 556,687	$ 73,487,101

As of June 30, 2019, the City's investments in U.S. agency securities are valued using Level 2 inputs. The value is determined using quoted prices for similar assets or liabilities in active markets.

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

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

Investments Measured at Net Asset Value	Fair Value	Redemption Frequency	Redemption Notice Period
US equity index funds [1]	$ 46,958,267	Daily	2 days
US fixed income debt funds [2]	9,102,855	Daily	3 days
	$ 56,061,122		

(1) **US equity index funds** – The Fund is an index fund that seeks investment results that correspond generally to the S&P 500 Index. The Fund is invested and reinvested in a portfolio of equity securities with the objective of approximating as closely as practicable the capitalization weighted total rate of return of that segment of the U.S. market for publicly traded equity securities represented by the larger capitalized companies. The investment is valued at the net asset value of units held at the end of the period based upon the fair value of the underlying investments.

(2) **US fixed income debt funds** – The US fixed income debt fund is an index fund that establishes an objective of delivering investment performance approximating as closely as practicable the

total rate of return of the market for debt securities as defined by the Barclays U.S. Aggregate Bond Index. The Fund uses a "passive" or indexing approach to try to achieve the Fund's investment objective. The investment is valued at the net asset value of units held at the end of the period based upon the fair value of the underlying investments.

The City of Midwest City primary government and blended component units are governed by the deposit and investment limitations of state law and trust indentures. The deposits and investments held at June 30, 2019 by these entities are as follows:

			Maturities in Years				
Type	Carrying Value	Credit Rating	On Demand	Less Than One	1 - 5	6 - 10	More than 10
Demand deposits	$ 80,083,021	n/a	$ 80,083,021	$ -	$ -	$ -	$ -
Time deposits	11,074,236	n/a	-	6,000,000	5,074,236	-	-
Government Money Market Accounts	17,558,254	AAAm	17,558,254	-	-	-	-
U.S. Agencies Obligations	42,698,513	n/a	-	11,981,182	6,062,109	107,664	24,547,558
Sub-total	151,414,024		$ 97,641,275	$ 17,981,182	$ 11,136,345	$ 107,664	$ 24,547,558
Real Estate	556,687	n/a					
Mutual Funds - equities	77,190,168	n/a					
Fixed Income	9,102,855	n/a					
Sub-total	86,849,710						
Total Deposits and Investments	$ 238,263,734						
Reconciliation to Financial Statements:							
Cash and cash equivalents	$ 58,977,293						
Cash and cash equivalents, restricted	40,271,809						
Investments	121,181,139						
Investments, restricted	17,138,604						
Investments, restricted non -current=	694,889						
	$ 238,263,734						

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

The City's policy as it relates to custodial credit risk is to secure its uninsured deposits with collateral, valued at no more than market value, at a minimum level of 110% of the uninsured deposits and accrued interest thereon. The City's policy limits acceptable collateral to U.S. Treasury securities, federally insured obligations, or direct debt obligations of municipalities, counties, and school districts in Oklahoma. Also, as required by Federal 12 U.S.C.A., Section 1823(e), all financial institutions pledging collateral to the City must have a written collateral agreement

At June 30, 2019, the City had no exposure to custodial credit risk as defined above.

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

a. Obligations of the U. S. Government, its agencies and instrumentalities;
b. Collateralized or insured non-negotiable certificates of deposit or other evidences of deposit that are either insured or secured with acceptable collateral with an in-state financial institution, and fully insured deposits in out-of-state institutions;
c. Insured or fully collateralized negotiable certificates of deposit;

d. Repurchase agreements that have underlying collateral consisting of those items specified in paragraph a above; and
e. Money market funds regulated by the SEC and in which investments consist of the investments mentioned in the previous paragraph a.

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

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

As noted in the preceding schedule of deposits and investments, at June 30, 2019, the investments held by the City mature between 2019 through 2047.

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

Hospital Authority Investments:

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

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

1. An absolute return objective of the Consumer Price Index plus 4% compounded annually.
2. An income return sufficient to meet any disbursement requirement as stipulated by the Board.
3. A return exceeding the 90 Day U.S. Treasury Bill rate (risk-free rate).

4. Domestic equity fund returns which exceed the S&P 500 Stock index return by 1% (100 basis points), per year and fixed income return which exceed the Barclays Capital Aggregate Bond Index by ½% per year (50 basis points).
5. Stock and bond returns which fall into the top 25% of the Consultant's Universe (or other representative universe approved by The Board) of common stock and bond funds (referred to as equity and fixed income), with some consistency.
6. Passive domestic returns which replicate the return of the Standard and Poor's 500 Stock Index, passive fixed returns which replicate the return of the Barclays Capital Aggregate Bond Index, and passive international returns which replicate the return of the MSCI EAFE International Index.

Asset allocation guidelines for the Hospital Authority are as follows:

Class	Target	Maximum	June 2019 Percent
Equities - Domestic	20%-70%	85%	74.3%
Fixed Income	2.5%-30%	80%	8.8%
Cash Equivalents	0%	20%	16.9%

Restricted Cash and Investments

The amounts reported as restricted assets on the Statement of Net Position are comprised of amounts held for Debt Service accounts by the trustee bank for revenue bond retirement and revenue bond construction funds, and the Customer Deposit Account for refundable deposits held by others. The restricted assets as of June 30, 2019 are as follows:

Cash and Cash Equivalents:	
Restricted for Debt Service	$ 39,473,862
Restricted for Refundable Deposits	797,947
	$ 40,271,809
Investments:	
Restricted for Debt Service	$ 17,138,604
Investments Restricted for Refundable Deposits	694,889
	$ 17,833,493

3. Leases Receivable

The Hospital Authority entered into an agreement with the Midwest Regional Medical Center (now known as Alliance Health Midwest) to provide funds up to $25,000,000 to construct two additional floors onto the existing six floor patient tower. The loan is amortized over a 25 year period with an interest rate of 7.5%, will be repaid within 9 years from December 2010, with a balloon payment in November 2019. The loan is secured with a lease receivable for future rental of the facility. At the end of the fiscal year, the City reflects an $18.4 million receivable in the governmental activities.

The Economic Development Authority entered into an agreement with Sooner Town Center, LLC to provide funds up to $49,155,000 for the Town Center Plaza Project. The loan is amortized over a 30 year period with interest rates of 2.40% to 4.70%. The loan is secured with a lease receivable for future rental of the facility. At the end of the fiscal year, the City reflects a $44.1 million receivable in the governmental activities. At the end of the fiscal year, the borrower had not drawn $3.8 million of the available loan proceeds.

4. Capital Assets and Depreciation

Capital Assets:

For the year ended June 30, 2019, capital assets balances changed as follows:

	Restated, Balance at July 1, 2018	Additions	Transfers, Retirements, and Disposals	Balance at June 30, 2019
PRIMARY GOVERNMENT:				
Governmental activities:				
Capital assets not being depreciated:				
Land	$ 39,801,697	$ 147,659	$ -	$ 39,949,356
Construction in progress	6,161,952	2,536,299	1,603,220	7,095,031
Total capital assets not being depreciated	45,963,649	2,683,958	1,603,220	47,044,387
Capital assets being depreciated:				
Buildings	29,776,181	281,824	-	30,058,005
Machinery and equipment	21,296,542	803,111	346,353	21,753,300
Vehicles	9,560,560	541,601	124,530	9,977,631
Infrastructure	449,904,113	1,586,671	30,520	451,460,264
Total other capital assets	510,537,396	3,213,207	501,403	513,249,200
Less accumulated depreciation for:				
Buildings	13,014,320	663,970	-	13,678,290
Machinery and equipment	15,859,731	940,950	330,730	16,469,951
Vehicles	5,463,700	593,625	124,530	5,932,795
Infrastructure	206,098,950	12,301,240	13,734	218,386,456
Total accumulated depreciation	240,436,701	14,499,785	468,994	254,467,492
Capital assets being depreciated, net	270,100,695	(11,286,578)	32,409	258,781,708
Governmental activities capital assets, net	$ 316,064,344	$ (8,602,620)	$ 1,635,629	$ 305,826,095

	Restated, Balance at July 1, 2018	Additions	Transfers, Retirements, and Disposals	Balance at June 30, 2019
Business-type activities:				
Capital assets not being depreciated:				
Land	$ 2,072,449	$ -	$ -	$ 2,072,449
Water rights	4,672,610	-	-	4,672,610
Construction in progress	1,738,359	594,378	49,250	2,283,487
Total cap ital assets not being depreciated	8,483,418	594,378	49,250	9,028,546
Capital assets being depreciated:				
Buildings	32,474,098	88,585	-	32,562,683
M achinery and equipment	13,998,827	327,928	77,288	14,249,467
Vehicles	9,151,558	985,047	-	10,136,605
Utility systems	181,233,937	670,134	-	181,904,071
Total other capital assets	236,858,420	2,071,694	77,288	238,852,826
Less accumulated depreciation for:				
Buildings	11,363,676	738,284	-	12,101,960
M achinery and equipment	9,735,230	569,675	65,210	10,239,695
Vehicles	5,218,369	499,941	-	5,718,310
Utility systems	68,714,655	4,109,068	-	72,823,723
Total accumulated depreciation	95,031,930	5,916,968	65,210	100,883,688
Capital assets being depreciated, net	141,826,490	(3,845,274)	12,078	137,969,138
Business-type activities capital assets, net	$ 150,309,908	$ (3,250,896)	$ 61,328	$ 146,997,684

Depreciation:

Depreciation expense has been allocated as follows:

Governmental Activities:

General government	$ 470,244
Public safety	1,173,576
Streets	12,071,851
Culture and recreation	344,490
Health and welfare	48,997
Economic development	323,056
Sub-total governmental funds depreciation	14,432,214
Depreciation on capital assets held by the City's internal service funds is charged to the various functions based upon usage	67,571
Total	$ 14,499,785

Business-Type Activities:

Water	$ 1,151,850
Sewer	2,916,255
Sanitation	508,871
Drainage	276,580
Conference center/hotel	876,278
Golf	118,886
Industrial park	57,073
Total Business Type Activities	5,905,793
Depreciation on capital assets held by the City's internal service funds is charged to the various functions based upon usage	11,175
Total	$ 5,916,968

5. Internal and Interfund Balances and Transfers

Internal and Interfund Balances:

Interfund receivables and payables at June 30, 2019 were as follows:

Receivable Fund	Payable Fund	Amount	Nature of Interfund Balance
General Gov Sales Tax	Surplus Property	$ 89,313	Surplus properties sales proceeds to be distributed
General Fund	Comm Dev Block Grant	39,128	To cover negative balance in pooled cash
General Fund	Housing Grant	55,052	To cover negative balance in pooled cash
General Fund	Grant	97,765	To cover negative balance in pooled cash
General Fund	Fire Fund	680,765	Long-term loan for capital improvements
Police Fund	General Fund	2,775,309	Restricted sales tax payable
Police Fund	Surplus Property	79,183	Surplus properties sales proceeds to be distributed
Juvenile Fund	Surplus Property	780	Surplus properties sales proceeds to be distributed
Fire Fund	General Fund	2,243,936	Restricted sales tax payable
Fire Fund	Surplus Property	11,567	Surplus properties sales proceeds to be distributed
Welcome Center	Surplus Property	350	Surplus properties sales proceeds to be distributed
Welcome Center	Golf	20,204	Long-term loan for capital improvements
Convention & Visitor Bureau	Surplus Property	148	Surplus properties sales proceeds to be distributed
Emergency Operating Fund	Surplus Property	1,297	Surplus properties sales proceeds to be distributed
Park & Recreation	Golf	20,204	Long-term loan for capital improvements
Grant Fund	Surplus Property	1,222	Surplus properties sales proceeds to be distributed
Grant Fund	Police Impound Fee	210	Revenue accrued to be transferred
Hospital Authority	Surplus Property	2,689	Surplus properties sales proceeds to be distributed
Capital Improvements Fund	Debt Service	31,856	Revenue accrued to be transferred
Public Works Administration	Surplus Property	3	Surplus properties sales proceeds to be distributed
Fleet Services Fund	Surplus Property	2,321	Surplus properties sales proceeds to be distributed
Storm Water Quality	Surplus Property	54	Surplus properties sales proceeds to be distributed
Sanitation Fund	Surplus Property	75,016	Surplus properties sales proceeds to be distributed
Water Fund	Surplus Property	17,773	Surplus properties sales proceeds to be distributed
Sewer	Surplus Property	27,963	Surplus properties sales proceeds to be distributed
Hotel	Surplus Property	12,845	Surplus properties sales proceeds to be distributed
Golf	Surplus Property	2,514	Surplus properties sales proceeds to be distributed
Debt Service	Debt Service	701,735	Revenue accrued to be transferred
		$ 6,991,202	

Reconciliation to Fund Financial Statements:	Due From Other Funds	Advance From Other Funds	Due To Other Funds	Advance To Other Funds Balances	Net Internal
Governmental Funds	$ 5,470,213	$ 680,765	$ 5,944,991	$ 680,765	$ (474,778)
Proprietary Funds	837,900	-	40,408	-	797,492
Internal Service Funds	2,324	-	325,038	-	(322,714)
Total	$ 6,310,437	$ 680,765	$ 6,310,437	$ 680,765	$ -

Reconciliation to Statement of Net Position:	
Net Internal Balances	$ 797,492
Internal Service Fund Activity reported in Business-Type Activities	(1,126,772)
Net Internal Balances	$ (329,280)

Internal and Interfund Transfers:

The City's policy is to eliminate interfund transfers between funds in the Statement of Activities to avoid the grossing up of balances. Only the residual balances transferred between governmental and business-type activities are reported as internal transfers and then offset in the total column. Internal activities between funds and activities for the year ended June 30, 2019 were as follows:

Transfer In	Transfer Out	Amount	Nature of Transfer
General Fund	Storm Water Quality Fund	$ 41,907	Indirect Cost Allocation
General Fund	Sanitation Fund	763,936	Indirect Cost Allocation
General Fund	Water Fund	748,459	Indirect Cost Allocation
General Fund	Sewer Fund	772,099	Indirect Cost Allocation
General Fund	Capital Improvement Revenue Bond Fun	8,491,440	Debt Service Subsidy
General Gov Sales Tax	General Fund	64,463	Capital Outlay Subsidy
General Gov Sales Tax	G.O.Debt Services	5,291	Capital Outlay Subsidy
Street and Alley Fund	Water Fund	20,102	Capital Outlay Subsidy
Technology Fund	Emergency Operations Fund	80,000	Contract Cost Allocation
Police Fund	General Fund	10,425,187	Ordinance Obligation
Jail Fund	Police Impound Fee	60,000	Operating Subsidy
Fire Fund	Grants Fund	8,349,435	Ordinance Obligation
Emergency Management Fund	Grants Fund	12,908	Grant Subsidy
Community Development Block Grant	General Fund	178,547	City Match of CDBG Program
Grants Fund	Police Impound Fee	3,252	Grant Subsidy
Disaster Relief fund	Grants Fund	75,619	Grant Subsidy
Disaster Relief fund	2018 Election G.O. Bonds	394,276	Capital Outlay Subsidy
Capital Improvement Fund	Hospital Authority	75,000	Grant Subsidy
Capital Improvement Fund	Revenue Bond Sinking Fund	360,510	Capital Outlay Subsidy
L&H Benefit	Economic Development Authority	125,312	Operating Subsidy
Capital Improvement Revenue Bond Fund	Revenue Bond Sinking Fund	5,403,430	Debt Service Subsidy
Capital Improvement Revenue Bond Fund	General Fund	8,491,440	Debt Service Subsidy
		$ 44,942,613	

Reconciliation to Fund Financial Statements:	Transfers From Other Funds	Transfers To Other Funds	Net Transfers
Governmental Funds	$ 30,922,431	$ (34,104,670)	$ (3,182,239)
Proprietary Funds	13,894,870	(10,837,943)	3,056,927
Internal Service Funds	125,312	-	125,312
Total	$ 44,942,613	$ (44,942,613)	$ -

Reconciliation to Statement of Activities:	
Net Transfers	$ 3,056,927
Capital Contributions to Enterprise Fund	590,687
Transfers - Internal Activity	$ 3,647,614

6. Long-Term Liabilities and Obligations

The City's long term obligations consist of general obligation bonds, notes payable, revenue bonds payable accrued compensated absences, total OPEB liability and net pension liabilities. For the year ended June 30, 2019, the City's long-term debt balances changed as follows:

Primary Government:

Type of Debt	Balance July 1, 2018	Additions	Deductions	Balance June 30, 2019	Due Within One Year
Governmental Activities:					
General Obligation Bonds	$ 975,000	$ 37,250,000	$ 325,000	$ 37,900,000	$ 325,000
General Obligation Bonds premium	-	497,782	2,279	495,503	-
Notes Payable (direct borrowing)	20,652,141	-	723,100	19,929,041	19,929,041
Revenue Bonds Payable	68,405,000	-	950,000	67,455,000	910,000
Accrued Compensated Absences	5,564,823	3,173,419	2,909,826	5,828,416	1,923,944
Refundable Deposits	52,230	245,867	251,902	46,195	46,195
Total Governmental Activities	$ 95,649,194	$ 41,167,068	$ 5,162,107	131,654,155	23,134,180
Reconciliation to Statement of Net Position:					
Plus: Total OPEB Liability				16,995,357	-
Net Pension Liability				28,208,718	-
				$ 176,858,230	$ 23,134,180
Business-Type Activities:					
Revenue Bonds Payable	$ 49,350,000	$ 31,265,000	$ 24,715,000	$ 55,900,000	$ 4,365,000
Revenue Bonds Premium	1,821,242	1,113,904	356,464	2,578,682	-
Refundable Deposits	1,521,623	534,468	532,776	1,523,315	176,448
Accrued Compensated Absences	1,475,370	867,384	817,011	1,525,743	520,250
Total Business-Type Activities	$ 54,168,235	$ 33,780,756	$ 26,421,251	$ 61,527,740	$ 5,061,698
Reconciliation to Statement of Net Position:					
Plus: Total OPEB Liability				5,899,419	-
				$ 67,427,159	$ 5,061,698

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

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

General Obligation Bonds:

$4,500,000 general obligation bonds dated May 1, 2006 for public safety, payable in annual installments of $275,000 the first year and $325,000, thereafter, with interest rates of 3.75% to 3.95%, repaid by property tax levies. Final maturity in May 2021.	$ 650,000
$20,000,000 general obligation bonds dated April 1, 2019, payable in annual installments of $795,000 the first year in 2021 and $835,000, thereafter, with interest rates of 3.00% to 3.50%, repaid by property tax levies. Final maturity April 2044.	20,000,000
$17,250,000 general obligation bonds dated June 1, 2019, payable in annual installments of $575,000 the first year in 2021 and $725,000, thereafter, with interest rates of 3.00%, repaid by property tax levies. Final maturity June 2044.	17,250,000
Total general obligation bonds	$ 37,900,000
Current	$ 325,000
Non-current	37,575,000
Total	$ 37,900,000

Notes Payable (direct borrowing):

$25,000,000 construction loan for hospital addition, payable in monthly installments beginning December 2010 of $154,710; final payment due November 2019 of $19,773,124; interest rate equal to the variable rate equal to the "Prime Rate," as quoted in the Money Rates Section of The Wall Street Journal, adjusted daily, with a minimum interest rate of five and one-half percent (5.50%) per annum and a maximum interest rate of eleven percent (11%) per annum with payments adjusted annually; current rate is 5.5%; construction interest rate of 5.5%. Secured by a first mortgage lien on the property. In the event of default, the lender may: 1) make the note due and payable on demand; 2) selectively and successively enforce it rights under the loan documents; 3) the lender waive and event of default and any of the consequences; 4) apply andy security interest in accounts held by the borrower to the account; 5) apply andy payment received by the borrower towards the note during default.	$ 19,929,041
Total notes payable	$ 19,929,041
Current	$ 19,929,041
Non-current	-
Total	$ 19,929,041

Revenue Bonds Payable:

$49,155,000 Economic Development Revenue Bonds due in annual principal installments of $795,000 to $4,265,000 through Feburary 1, 2048; interest rate ranges from 2.40% to 4.70%. Secured by mortgage lien on the property.	$ 48,360,000
$19,250,000 Tax Apportionment Refunding Bonds due in annual principal installments of $795,000 to $1,810,000 starting July 1, 2021 through July 1, 2037; interest rate ranges from 3.45% to 4.75%. Repaid by property tax levies and sales/use tax apportioned.	$ 19,095,000
Total Revenue Bonds, Net	$ 67,455,000
Current	$ 910,000
Non-current	66,545,000
Total	$ 67,455,000

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

Revenue Bonds Payable :

$46,550,000 Series 2011A Capital Improvement Revenue Bonds, due in annual principal installments of $2,605,000 to $4,530,000 through June 30, 2025; interest rate from 0.5% to 5.0%.	$ 24,635,000
$31,265,000 Series 2019 Capital Improvement Revenue Bonds due in annual principal installments of $680,000 to $1,725,000 through April 1, 2048; interest rate ranges from 2.0% to 4.0%.	31,265,000
Total Revenue Bonds	$ 55,900,000
Unamortized Revenue Bond Premium	2,578,682
Total Revenue Bonds, Net	$ 58,478,682
Current	$ 4,365,000
Non-current	54,113,682
Total	$ 58,478,682

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

Governmental-Type Activities

	G.O. Bonds Payable		Notes Payable (direct borrowing)		Revenue Bonds Payable	
Year Ending June 30,	Principal	Interest	Principal	Interest	Principal	Interest
2020	$ 325,000	$ 1,173,235	$ 19,929,041	$ 462,927	$ 910,000	$ 2,893,068
2021	1,695,000	1,160,398	-	-	1,730,000	2,868,953
2022	1,560,000	1,106,460	-	-	1,790,000	2,814,878
2023	1,560,000	1,059,660	-	-	1,850,000	2,755,193
2024	1,560,000	1,012,860	-	-	1,910,000	2,691,648
2025-2029	7,800,000	4,362,300	-	-	10,680,000	12,335,993
2030-2034	7,800,000	3,192,300	-	-	13,105,000	9,899,165
2035-2039	7,800,000	2,000,381	-	-	13,075,000	6,765,250
2040-2044	7,800,000	760,659	-	-	10,560,000	4,274,025
2045-2048	-	-	-	-	11,845,000	1,525,385
	$ 37,900,000	$ 15,828,253	$ 19,929,041	$ 462,927	$ 67,455,000	$ 48,823,555

Business-Type Activities		
	Revenue Bonds Payable	
Year Ending June 30,	Principal	Interest
2020	$ 4,365,000	$ 2,133,862
2021	4,525,000	1,972,613
2022	4,715,000	1,785,775
2023	4,920,000	1,580,275
2024	5,070,000	1,430,775
2025-2029	8,480,000	5,194,750
2030-2034	4,770,000	4,183,525
2035-2039	5,730,000	3,235,375
2040-2044	6,820,000	2,140,800
2045-2048	6,505,000	663,400
	$ 55,900,000	$ 24,321,149

Pledge of Future Revenues

Sales Tax Pledge - The City has pledged one-fourth of one percent (or .25%) of future sales tax revenues to repay the 2019 Revenue Bonds which are payable through 2048. Proceeds from the bond provided financing to current refund the 2011 Revenue Bonds which were originally used for advance refunding the 2003 series bonds and to provide capital funding. The total principal and interest payable for the remainder of the life of the bond is $51,965,074. Pledged sales taxes transferred in the current year was $13,894,870. Debt service payments on 2019 Revenue Bonds of $-0- for the current fiscal year were 0% of pledged sales tax. Other sources of revenues such as water and sewer are also pledged. Total net revenues including utilities and sales tax pledged was $19,516,996.

Sales Tax Pledge - The City has pledged one-fourth of one percent (or .25%) of future sales tax revenues to repay the 2011A Revenue Bonds which are payable through 2025. Proceeds from the bond provided financing for construction and improvements to the wastewater treatment plant. The total principal and interest payable for the remainder of the life of the bond is $28,256,075. Pledged sales taxes transferred in the current year was $13,894,870. Debt service payments on the bonds were $4,709,013 for the current fiscal year or 33.9% of pledged sales tax. Other sources of revenues such as water and sewer are also pledged. Total net revenues including utilities and sales tax pledged was $19,516,996.

Current Refunding

On April 1, 2012 the City issued $31,265,000 series 2019 Capital Improvement Refunding Revenue Bonds with interest rates from 2.0 percent to 4.0 percent to current refund $20,502,048 of outstanding 2011 Series Capital Improvement Refunding Bonds with interest rates from 0.4 percent to 5.0 percent. A portion of the proceeds along with $531,257 of the 2011 revenue bonds debt service fund were used current refund the 2011 bonds.

The current refunding resulted in a difference between the reacquisition price and the net carrying amount of the old debt of $899,050. This difference, reported in the accompanying financial statements as deferred outflow of resources, is being charged to operations through the year 2034 using the straight line method.

7. Net Position and Fund Balances

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

Fund	Restricted By	Amount
Hospital Authority	Enabling legislation	$ 103,137,317
Technology Fund	Enabling legislation	178,660
Police Impound Fund	Enabling legislation	156,106
Urban Renewal Authority	Enabling legislation	3,807
Capital Outlay Reserve Fund	Enabling legislation	746,652
Street Lighting Fund	Enabling legislation	1,683,461
2018 GO Bond Proprietary	Enabling legislation	10,748,735
2018 GO Bond CIP	Enabling legislation	25,533,905
Economic Development Authority	Enabling legislation	2,741,705
		144,930,348
Street and Alley Fund	Statutory requirements	1,303,738
Juvenile Fund	Statutory requirements	31,609
Police Special Projects	Statutory requirements	212,480
Police Lab Fee	Statutory requirements	22,818
		1,570,645
Grant Fund	External contracts	136,244
General Fund	External contracts	2,401,208
Police Fund	External contracts	7,792,763
Fire Fund	External contracts	5,339,679
Park and Recreation Fund	External contracts	663,064
Emergency Operation Fund	External contracts	754,221
Welcome Center	External contracts	348,251
Convention and Visitors Bureau	External contracts	231,709
GO Debt Service Fund	External contracts	405,025
2002 GO Street Bond	External contracts	444,018
Downtown Redevelopment	External contracts	1,818,804
Dedicated Tax Fund	External contracts	1,573,210
Capital Improvement Fund	External contracts	2,265,305
General Government Sales Tax Fund	External contracts	3,497,650
Sooner Rose TIF	External contracts	6,986,783
		34,657,934
Total Restricted Net Position		$ 181,158,927
Restricted (by purpose) for:		
Debt service		$ 405,025
Hospital		103,137,317
Capital improvements		46,806,939
Public Safety		15,486,843
Street operations		2,987,199
Culture and recreation		1,446,640
Economic Development		3,692,297
Other		7,196,667
		$ 181,158,927

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

	General Fund	Major Special Revenue Funds: Police Fund	Fire Fund	Hospital Authority	Capital Project Major: 2018 GO Bond CIP	Other Governmental Fund	Total
Fund Balance:							
Nonspendable:							
Inventory	$ -	$ -	$ -	$ -	$ -	$ 60,000	$ 60,000
Deposits held by others	680,765	-	-	3,521,112	-	32,870	4,234,747
Prepaid expenses	3,114	-	-	-	-	-	3,114
	683,879	-	-	3,521,112	-	92,870	4,297,861
Restricted:							
Public safety	1,177,167	7,792,763	5,339,679	-	-	1,177,234	15,486,843
Hospital	-	-	-	103,860,642	-	-	103,860,642
General obligation debt service	-	-	-	-	-	591,553	591,553
Capital improvements	-	-	-	-	25,533,905	20,650,356	46,184,261
Street improvements	-	-	-	-	-	444,018	444,018
Street operations	-	-	-	-	-	2,987,199	2,987,199
Technology improvements	-	-	-	-	-	178,660	178,660
Culture and rec programs	435,325	-	-	-	-	1,011,315	1,446,640
Economic development	578,835	-	-	-	-	7,336,654	7,915,489
Public works	72,933	-	-	-	-	-	72,933
Health and welfare programs	33,875	-	-	-	-	-	33,875
General government	103,076	-	-	-	-	6,986,783	7,089,859
Sub-total restricted	2,401,211	7,792,763	5,339,679	103,860,642	25,533,905	41,363,772	186,291,972
Committed to:							
Economic development	-	-	-	1,424,055	-	-	1,424,055
Assigned to:							
Culture and rec programs	20,233	-	-	-	-	-	20,233
Health and welfare programs	49,170	-	-	-	-	-	49,170
Capital improvements	-	-	-	-	-	665,667	665,667
Public safety	14,599	-	-	-	-	-	14,599
Economic development	-	-	-	-	-	29,867	29,867
Public works	43,174	-	-	-	-	-	43,174
Appropriation for use in FY 19-20 budget	199,799	-	-	-	-	-	199,799
General government - encumbrances	61,850	-	-	-	-	-	61,850
Public safety - encumbrances	1,419	-	-	-	-	-	1,419
Public works - encumbrances	43,662	-	-	-	-	-	43,662
Culture and rec - encumbrances	3,697	-	-	-	-	-	3,697
Economic development - encumbrances	30,093	-	-	-	-	-	30,093
Health and welfare - encumbrances	2,195	-	-	-	-	-	2,195
Sub-total assigned	469,891	-	-	-	-	695,534	1,165,425
Unassigned:	2,689,306	-	-	-	-	-	2,689,306
TOTAL FUND BALANCE	$ 6,244,287	$ 7,792,763	$ 5,339,679	$ 108,805,809	$ 25,533,905	$ 42,152,176	$ 195,868,619

The City restated beginning fund balance/net position due to the reclassification of the 29th and Douglas Fund from an enterprise fund to an account of the General Fund. Restatements were as follows:

	Governmental Activities	General Fund	Business Type Activities	Non-Major Enterprise Fund
Beginning net position, as previously reported	$ 388,265,366	$ 6,030,450	$ 118,107,926	$ 9,787,587
Reclassification of fund from proprietary to governmental	5,500,144	144	(5,500,144)	(5,500,144)
Beginning net position, restated	$ 393,765,510	$ 6,030,594	$ 112,607,782	$ 4,287,443

The following is a breakdown of encumbrances at June 30, 2019:

Fund		Balance
Major Funds:		
General Fund	$	189,258
Police Fund		212,086
Fire Fund		49,256
Hospital Authority		203,264
2018 GO Bond CIP		1,287,820
	$	1,941,684
Non Major Fund:		
General Govt Sales Tax	$	315,651
Street and Alley Fund		183,985
Technology Fund		11,705
Street Lighting		183
Police Federal Projects		2,654
Juvenile Fund		3,000
Police Lab Fund		832
Police Impound Fund		16,441
Welcome Center Fund		3,113
Convention and Visitor Bureau		6,422
Street Tax Fund		80,756
Emergency Operations Fund		9,687
Park and Recreation Fund		182,054
Grant Fund		349,591
Capital Improvement Fund		209,931
Downtown Redevelopment Fund		11,000
Sooner Rose TIF		4,734,377
Economic Development Authority		75,380
2018 GO Bond CIP Proprietary		107,507
	$	6,304,269

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

8. Risk Management

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

- General Liability – Covered through self-insurance with stop-loss for individual claims in excess of $250,000 and aggregate stop loss of $1,000,000.

- Physical Property – Covered through purchased insurance with deductibles, by coverage as follows:

Wind/hail	$10,000
EDP	500
Inland marine	5,00
Fine arts deductible	1,000
Automobile physical damage	1,000

- Workers' Compensation – Workers' compensation is covered through self-insurance with the a third party administering the claims process. The City carry's stop-loss insurance for individual claims in excess of $450,000 for non-uniform employees and $500,000 for uniform employees with an aggregate stop loss of $1,000,000.

- Employee's Group Medical –Covered through self-insurance using a third party administrator to process medical claims. The City uses the third party processor's estimates to record group insurance claims payable. The City also has a stop-loss policy which covers individual claims in excess of $150,000 during any year with aggregate stop loss of $7,332,601.

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

Claims Liability Analysis

The claims liabilities related to the above noted risks of loss that are retained are determined in accordance with the requirements of GASB Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. For the internal service self-insurance funds, changes in the claims liability for the City from June 30, 2016, to June 30, 2019, are as follows:

	Workers Comp	Health Care	Total
Claims liability, June 30, 2016	1,804,000	549,088	2,353,088
Claims and changes in estimates	1,307,827	4,848,703	6,156,530
Claims payments	(1,213,827)	(5,019,395)	(6,233,222)
Claims liability, June 30, 2017	1,898,000	378,396	2,276,396
Claims and changes in estimates	1,498,024	5,069,940	6,567,964
Claims payments	(1,354,024)	(5,179,933)	(6,533,957)
Claims liability, June 30, 2018	2,042,000	268,403	2,310,403
Claims and changes in estimates	1,289,936	6,170,306	7,460,242
Claims payments	(1,369,936)	(6,181,475)	(7,551,411)
Claims liability, June 30, 2019	$ 1,962,000	$ 257,234	$ 2,219,234

9. Retirement Plan Participation

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

1. Oklahoma Police Pension and Retirement System (OPPRS) - a statewide cost-sharing plan
2. Oklahoma Firefighter's Pension and Retirement System (OFPRS) – a statewide cost-sharing plan
3. Oklahoma Municipal Retirement Fund (OMRF-DCP) – an agent multiple-employer defined contribution plan

Summary Defined Benefit Plans Balances:

	Governmental Activities
Net Pension Asset	
Police Pension System	$ 973,201
Net Pension Liability	
Firefighter's Pension System	$ 28,208,718
Total Net Pension Liability	$ 28,208,718
Deferred Outflows of Resources	
Police Pension System	$ 1,869,475
Firefighter's Pension System	8,183,705
Total Deferred Outflows of Resources	$ 10,053,180
Deferred Inflows of Resources	
Police Pension System	$ 982,928
Firefighter's Pension System	3,373,543
Total Deferred Inflows of Resources	$ 4,356,471

Oklahoma Police Pension and Retirement Systems

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

Plan description - The City of Midwest City, as the employer, participates in the Oklahoma Police Pension and Retirement Plan—a cost-sharing multiple-employer defined benefit pension plan

administered by the Oklahoma Police Pension and Retirement System (OPPRS). Title 11 of the Oklahoma State Statutes, through the Oklahoma Legislature, grants the authority to establish and amend the benefit terms to the OPPRS. OPPRS issues a publicly available financial report that can be obtained at www.ok.gov/OPPRS.

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

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

Monthly benefits for participants due to permanent disability incurred in the line of duty are 2.5% of the participants' final average salary multiplied by 20 years. This disability benefit is reduced by stated percentages for partial disability based on the percentage of impairment. After 10 years of credited service, participants who retire due to disability incurred from any cause are eligible for a monthly benefit based on 2.5% of their final average salary multiplied by the years of service. This disability benefit is also reduced by stated percentages for partial disability based on the percentage of impairment. Effective July 1, 1998, once a disability benefit is granted to a participant, that participant is no longer allowed to apply for an increase in the dollar amount of the benefit at a subsequent date.

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

Contributions - The contributions requirements of the Plan are at an established rate determine by Oklahoma Statute and are not based on actuarial calculations. Employees are required to contribute 8% of their annual pay. Participating cities are required to contribute 13% of the employees' annual pay. Contributions to the pension plan from the City were $869,006. The State of Oklahoma also made on-behalf contributions to OPPRS in the amount of $691,229 that is reported as both revenue and expenditure in the Police Fund Statement of Revenues, Expenditures, and Changes in Fund Balance. In the government-wide Statement of Activities, revenue is recognized for the state's on-behalf contributions on an accrual basis of $797,357. These on-behalf payments do not meet the criteria of a special funding situation.

The City's contract with the union provides that member contributions will be 8% and employer contributions will be 13%.

Pension Liabilities (Assets), Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - At June 30, 2019, the City reported an asset of $973,201

for its proportionate share of the net pension asset. The net pension asset was measured as of June 30, 2018, and the total pension asset used to calculate the net pension asset was determined by an actuarial valuation as of June 30, 2018. The City's proportion of the net pension asset was based on the City's contributions received by the pension plan relative to the total contributions received by pension plan for all participating employers as of June 30, 2019. Based upon this information, the City's proportion was 2.043% at June 30, 2018, which was a decrease of .015% compared to its proportion at June 2018.

For the year ended June 30, 2019, the City recognized pension expense of $703,421. At June 30, 2019, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 5,748	$ 911,891
Changes of assumptions	425,033	-
Net difference between projected and actual earnings on pension plan investments	506,784	-
Changes in proportion and differences between City contributions and proportionate share of contributions	9,761	46,671
City Contributions during measurement date	53,143	24,366
City contributions subsequent to the measurement date	869,006	-
Total	$ 1,869,475	$ 982,928

The $869,006 reported as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date will be recognized as an increase to or a reduction of the net pension asset in the year ended June 30, 2020. Other deferred outflows and deferred inflows of resources related to pensions are being amortized over a closed period equal to the average of the expected service lives of all employees as of the beginning of the measurement period. The net deferred outflows related to the difference between expected and actual investment earnings and is being amortized over a closed 5-year period as of the beginning of each measurement period. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended June 30:	
2020	$ 524,586
2021	206,681
2022	(557,061)
2023	(183,292)
2024	26,627
	$ 17,541

Actuarial Assumptions-The total pension liability was determined by an actuarial valuation as of June 30, 2018, using the following actuarial assumptions, applied to all prior periods included in the measurement:

Inflation:	2.75%
Salary increases:	3.5% to 17% average, including inflation
Investment rate of return:	7.5% net of pension plan investment expense
Mortality rates:	Active employees (pre-retirement) RP-2000 Blue Collar Healthy Combined table with age set back 4 years with fully generational improvement using Scale AA. Active employees (post-retirement) and nondisabled pensioners: RP-2000 Blue Collar Healthy Combined table with fully generational improvement using scale AA. Disabled pensioners: RP-2000 Blue Collar Healthy Combined table with age set forward 4 years with fully generational improvement using Scale AA.
Cost-of-living Adjustment:	Police officers eligible to receive increased benefits according to repealed Section 50-150 of Title 11 of the Oklahoma Statutes pursuant to a court order receive and adjustment of 1/3 to ½ of the increase or decrease of any adjustment to the base salary of a regular police officer, based on an increase in base salary.

The actuarial assumptions used in the July 1, 2018, valuation were based on the results of an actuarial experience study for the period July 1, 2007 to June 30, 2012.

The long-term expected rate of return on pension plan investments was determined using a building block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense, and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of June 30, 2018, are summarized in the following table:

Asset Class	Target Allocation
Equities	60%
Fixed Income	25%
Real Estate and other investments	15%
	100%

Asset Class	Long-Term Expected Real Rate of Return
Fixed income	4.53%
Domestic equity	5.86%
International equity	8.83%
Real estate	6.58%
Private equity/debt	9.21%
Commodities	5.06%

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

Discount Rate-The discount rate used to measure the total pension liability was 7.5%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate and that contributions from employers will be made at contractually required rates, determined by State statutes. Projected cash flows also assume the State of Oklahoma will continue contributing 14% of the insurance premium, as established by statute. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Net Pension Liability (Asset) to Changes in the Discount Rate-The following presents the net pension liability (asset) of the employers calculated using the discount rate of 7.5%, as well as what the Plan's net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower (6.5%) or 1-percentage-point higher (8.5%) than the current rate:

	1% Decrease (6.5%)	Current Discount Rate (7.5%)	1% Increase (8.5%)
Employers' net pension liability (asset)	$ 4,514,380	$ (973,201)	$ (5,612,329)

Pension plan fiduciary net position - Detailed information about the pension plan's fiduciary net position is available in the separately issued financial report of the OPPRS; which can be located at www.ok.gov/OPPRS .

Oklahoma Fire Pension and Retirement Systems

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

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

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

Normal Retirement:

- Hired Prior to November 1, 2013
  Normal retirement is attained upon completing 20 years of service. The normal retirement benefit is equal to 50% of the member's final average compensation. Final average compensation is defined as the monthly average of the highest 30 consecutive months of the last 60 months of participating service. For volunteer firefighters, the monthly pension benefit for normal retirement is $150.60 per month.

- Hired After November 1, 2013
  Normal retirement is attained upon completing 22 years of service. The normal retirement benefit is equal to 55% of the member's final average compensation. Final average compensation is defined as the monthly average of the highest 30 consecutive months of the last 60 months of participating service. Also participants must be age 50 to begin receiving benefits. For volunteer firefighters, the monthly pension benefit for normal retirement is $165.66 per month.

All firefighters are eligible for immediate disability benefits. For paid firefighters, the disability in-the-line-of-duty benefit for firefighters with less than 20 years of service is equal to 50% of final average monthly compensation, based on the most recent 30 months of service. For firefighters with over 20 years of service, a disability in the line of duty is calculated based on 2.5% of final average monthly compensation, based on the most recent 30 months, per year of service, with a maximum of 30 years of service. For disabilities not in the line of duty, the benefit is limited to only those with less than 20 years of service and is 50% of final average monthly compensation, based on the most recent 60-month salary as opposed to 30 months. For volunteer firefighters, the not-in-the-line-of-duty disability is also limited to only those with less than 20 years of service and is $7.53 per year of service. For volunteer firefighters, the in-the-line-of-duty pension is $150.60 with less than 20 years of service or $7.53 per year of service, with a maximum of 30 years.

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

Contributions - The contributions requirements of the Plan are at an established rate determine by Oklahoma Statute and are not based on actuarial calculations. Employees are required to contribute 9% percent of their annual pay. Participating cities are required to contribute 14% of the employees' annual pay. Contributions to the pension plan from the City were $1,096,998. The State of Oklahoma also made on-behalf contributions to FPRS in the amount of $3,561,481 that is reported as both a revenue and an expenditure in the General Fund Statement of Revenues, Expenditures, and Changes in Fund Balance. In the government-wide Statement of Activities, revenue is recognized for the state's on-behalf contributions on an accrual basis of $2,514,355. These on-behalf payments did not meet the criteria of a special funding situation.

The City's contract with the union provides that member contributions will be 9% and employer contributions will be 14%.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - At June 30, 2018, the City reported a liability of $28,208,718 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2018. The City's proportion of the net pension liability was based on the City's contributions received by the pension plan relative to the total contributions received by pension plan for all participating employers as of June 30, 2018. Based upon this information, the City's proportion was 2.506%, at June 30, 2019, which was a decrease of .048% compared to its proportion at June 30, 2018.

For the year ended June 30, 2019, the City recognized pension expense of $261,150. At June 30, 2019, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 5,892,007	$ -
Net difference between projected and actual earnings on pension plan investments	-	2,343,916
Changes in proportion and differences between City contributions and proportionate share of contributions	1,017,310	990,672
City contributions during the measurement period	177,390	38,955
City contributions subsequent to the measurement date	1,096,998	-
Total	$ 8,183,705	$ 3,373,543

The $1,096,998 reported as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2020. Other deferred outflows of resources related to pensions are being amortized over a closed period equal to the average of the expected service lives of all employees as of the beginning of the measurement period. The net deferred outflows of resources related to the difference between expected and actual investment earnings and is being amortized over a closed 5-year period as of the beginning of each measurement period. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended June 30:	
2020	$ 1,499,272
2021	1,191,501
2022	86,711
2023	569,786
2024	365,894
	$ 3,713,164

Actuarial Assumptions-The total pension liability was determined by an actuarial valuation as of June 30, 2018, using the following actuarial assumptions, applied to all prior periods included in the measurement:

Inflation:	3%
Salary increases:	3.5% to 9.0% average, including inflation
Investment rate of return:	7.5% net of pension plan investment expense
Mortality rates:	Active employees (pre-retirement) RP-2000 Blue Collar Healthy Combined table with generational mortality improvement using scale AA.
	Active employees (post-retirement) and nondisabled pensioners: RP-2000 Blue Collar Healthy Combined table with generational improvement using scale AA.
	Disabled pensioners: RP-2000 Blue Collar Healthy Combined table.

The actuarial assumptions used in the July 1, 2018, valuation were based on the results of an actuarial experience study for the period July 1, 2007 to June 30, 2012.

The long-term expected rate of return on pension plan investments was determined using a building block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense, and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of June 30, 2018, are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Fixed income	20%	4.37%
Domestic equity	47%	7.01%
International equity	15%	8.83%
Real estate	10%	6.58%
Other assets	8%	5.70%

Discount Rate-The discount rate used to measure the total pension liability was 7.5%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate and that contributions from employers will be made at contractually required rates, determined by State statutes. Projected cash flows also assume the State of Oklahoma will continue contributing 36% of the insurance premium, as established by statute. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Net Pension Liability to Changes in the Discount Rate-The following presents the net pension liability of the employers calculated using the discount rate of 7.5%, as well as what the Plan's net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower (6.5%) or 1-percentage-point higher (8.5%) than the current rate:

	1% Decrease (6.5%)	Current Discount Rate (7.5%)	1% Increase (8.5%)
Employers' net pension liability	$ 36,947,852	$ 28,208,718	$ 20,869,223

Pension plan fiduciary net position - Detailed information about the pension plan's fiduciary net position is available in the separately issued financial report of the FPRS; which can be located at www.ok.gov/fprs .

OMRF Defined Contribution Plan:

The City has provided a defined contribution plan and trust known as the City of Midwest City Plan and Trust (the "Plan") in the form of the Oklahoma Municipal Retirement System Master Defined Contribution Plan an agent multiple employer defined contribution plan. OMRF operations are supervised by a nine-member Council of Trustees elected by the participating municipalities. The Plan is administered by JPMorgan Chase of Oklahoma City. The defined contribution plan is available to all full-time employees on a voluntary basis who are not participating in a state sponsored plan. According to City Ordinance, the employee and employer are required to contribute amounts equal to 0.0% and 14%, respectively, of the employee's salary each month. The employer's contributions for each employee are 50% vested after five years, with 10% vesting for each subsequent year thereafter. If an employee terminates before becoming fully vested, the employer's contributions that are forfeited are allocated to the remaining fund participants based on percentage of contribution. The authority to

establish and amend the provisions of the plan rests with the City Council. For the year ended June 30, 2019, the City contributed $2,221,982 to the plan, while the employee contributions totaled $11,565.

OMRF issues separate plan financial statements which may be obtained by contacting the Oklahoma Municipal Retirement Fund, 525 Central Park Drive, Suite 320, Oklahoma City, Oklahoma, 73105, by calling (405) 606-7880, or at www.okmrf.org.

10. Postemployment Healthcare Plan

Plan Description. The City offers post-employment benefit (OPEB) options Medical, Rx, and Dental insurance to qualifying retirees and their dependents. Coverage is provided through self-insurance that collectively operates as a substantive single-employer defined benefit plan. A substantive plan is one in which the plan terms are understood by the employer and the plan members. This understanding is based on communications between the employer and plan member and the historical pattern of practice with regard to the sharing of benefit costs. Qualifying retirees are those employees who are eligible for immediate disability or retirement benefits under the Oklahoma Police Pension and Retirement System, Oklahoma Firefighter's Pension and Retirement System, or the City of Midwest City Retirement Plan. Retirees may continue coverage with the City by paying the determined rate. Coverage is available for each of the lifetimes of retirees and their spouses. Authority to establish and amend benefit provisions rest with the City Council. Retirees may continue coverage with the City by paying 50% of the premium rate. Benefits are paid from general operating assets of the City as assessed by the self-insurance fund. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75. The plan does not issue separate financial statements.

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

The amount of benefit payments during fiscal year June 30, 2019 were $869,660.

Employees Covered by Benefit Terms

Active Employees	472
Inactive not yet receiving benefits	111
Inactive or beneficiaries receiving benefits	141
Total	724

Total OPEB Liability – The total OPEB liability was determined based on actuarial valuation performed as of June 30, 2018 which is also the measurement date.

Actuarial Assumptions- The total OPEB liability in the June 30, 2018 valuation, was determined using the following actuarial assumptions:

- Actuarial Cost Method - Entry Age
- Discount Rate – 3.87% based on the 20 year municipal bond yield

- Retirement Age – Civilians - 55 with 10 years of service, Police and Fire 20 years of service
- Medical Trend Rates

Year	Rate
2019	6.02%
2020	5.99%
2025	5.86%
2030	5.99%
2035	5.87%
2040	5.33%
2045	5.15%
2050	5.03%
2060	4.87%

Changes in Total OPEB Liability –

	Total OPEB Liability
Balances at Beginning of Year	$ 23,066,131
Changes for the Year:	
Service cost	929,222
Interest expense	390,053
Differences between expected and actual experience	(145,135)
Change in assumptions	(475,835)
Benefits paid	(869,660)
Net Changes	(171,355)
Balances End of Year	$ 22,894,776

OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB - For the year ended June 30, 2019, the City recognized a negative OPEB expense of ($857). At June 30, 2019, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ -	$ 119,673
Changes of assumptions	-	1,465,790
Change in porportion and contributions during the measurement period	521,914	521,909
City Contributions subsequent to the measurement date	881,386	-
Total	$ 1,403,300	$ 2,107,372

The $881,386 reported as deferred outflows of resources related to OPEB resulting from City benefit payments subsequent to the measurement date will be recognized as a reduction of the OPEB liability in the year ended June 30, 2020. Any other amounts reported as deferred outflows or resources and deferred inflows of resources related to OPEB will be recognized in pension expense as follows:

Year Ended June 30:	
2020	$ (402,231)
2021	(402,231)
2022	(402,231)
2023	(302,513)
2024	(76,252)
	$ (1,585,458)

Sensitivity of the City's total OPEB liability to changes in the discount rate- The following presents the City's total net OPEB liability, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.87 percent) or 1-percentage-point higher (4.87 percent) than the current discount rate:

	1% Decrease (2.87%)	Current Discount Rate (3.87%)	1% Increae (4.87%)
Employers' total OPEB liability	$ 28,057,645	$ 22,894,776	$ 18,995,501

Sensitivity of the City's total OPEB liability to changes in the healthcare cost trend rates - The following presents the City's total OPEB liability, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower (5.09 percent decreasing to 3.876 percent) or 1-percentage-point higher (7.09 percent decreasing to 5.87 percent) than the current healthcare cost trend rates:

	1% Decrease (5.09 % decreasing to 3.87%)	Current Discount Rate (6.09% decreasing to 4.87%)	1% Increae (7.09% decreasing to 5.87%)
Employers' total OPEB liability	$ 19,111,734	$ 22,894,776	$ 27,773,183

11. Commitments and Contingencies

Litigation

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

Grant Programs

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

Asset Retirement Obligation

The City has incurred certain asset retirement obligations related to the operation of its wastewater utility system. The estimated liability of the legally required closure costs for the wastewater utility system cannot be reasonably estimated as of June 30, 2019, since the specific legally required costs of retirement have not yet been identified. The City anticipates identifying those specific legally required costs and obtaining an estimate of those costs in the subsequent fiscal year.

12. Future Accounting Pronouncements

The GASB has issued several new accounting pronouncements, which will be effective in subsequent years. A description of the new accounting pronouncements, the fiscal year in which they are effective, and the City's consideration of the impact of these pronouncements are described below:

GASB Statement 84, *Fiduciary Activities*, issued January 2017, will be effective for the City for the City beginning with its fiscal year ending June 30, 2020. This Statement establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities. The City has not yet determined the impact that implementation of GASB 84 will have on its net position.

GASB Statement 87, *Leases*, issued June 2017, will be effective for the City beginning with its fiscal year ending June 30, 2021. The primary objective of this Statement is to increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. The City has not yet determined the impact that implementation of GASB 87 will have on its net position.

GASB Statement 90, *Majority Equity Interests (An amendment of GASB Statement 14 and 61)* –issued August 2018, will be effective for the City beginning with its fiscal year ending June 30, 2020. The primary objectives of this Statement are to improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units. It defines a majority equity interest and

specifies that a majority equity interest in a legally separate organization should be reported as an investment if a government's holding of the equity interest meets the definition of an investment. A majority equity interest that meets the definition of an investment should be measured using the equity method, unless it is held by a special-purpose government engaged only in fiduciary activities, a fiduciary fund, or an endowment (including permanent and term endowments) or permanent fund. Those governments and funds should measure the majority equity interest at fair value. The City has not yet determined the impact that implementation of GASB 90 will have on its net position.

GASB Statement 91, *Conduit Debt Obligations* – issue May 2019, will be effective for the City beginning with its fiscal year ending December 2021. The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement achieves those objectives by clarifying the existing definition of a conduit debt obligation; establishing that a conduit debt obligation is not a liability of the issuer; establishing standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations; and improving required note disclosures. The City has not yet determined the impact that implementation of GASB 91 will have on its net position.

REQUIRED SUPPLEMENTARY INFORMATION

Budgetary Comparison Schedules – Year Ended June 30, 2019

	GENERAL FUND			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final	(Budget Basis)	Positive (Negative)
Beginning Budgetary Fund Balance:	$ 1,080,906	$ 1,080,906	$ 4,577,777	$ 3,496,871
Resources (Inflows):				
Taxes	23,058,735	23,541,235	23,998,774	457,539
Charges for services	683,589	693,190	729,659	36,469
Fines and forfeitures	1,324,214	1,324,214	1,237,510	(86,704)
Licenses and permits	378,170	378,170	602,207	224,037
Investment income	144,202	144,427	190,410	45,983
Intergovernmental	471,516	745,649	694,470	(51,179)
Miscellaneous	431,325	432,631	552,317	119,686
Total Resources (Inflows)	26,491,751	27,259,516	28,005,347	745,831
Amounts available for appropriation	27,572,657	28,340,422	32,583,124	4,242,702
Charges to Appropriations (Outflows):				
Communications	186,157	191,766	146,632	45,134
City Clerk	96,387	99,737	97,256	2,481
Human Resources	388,255	399,960	383,494	16,466
City Attorney	56,225	57,740	50,612	7,128
Community Development	1,948,184	2,270,871	1,888,966	381,905
Park & Recreation	839,308	958,448	781,681	176,767
Finance	670,400	694,305	655,931	38,374
Animal Welfare	433,940	459,550	395,935	63,615
Municipal Court	505,920	523,854	479,555	44,299
Streets	3,059,161	3,243,069	2,939,590	303,479
General Government	57,382	191,661	83,885	107,776
Neighborhood Services	1,484,505	1,541,274	1,402,166	139,108
Information Technology	570,900	598,161	559,595	38,566
Emergency Response	1,009,301	1,593,487	1,547,632	45,855
Swimming Pools	301,518	312,535	275,696	36,839
Total Charges to Appropriations	11,607,543	13,136,418	11,688,626	1,447,792
Other financing sources (uses)				
Transfers from other funds	10,540,763	11,259,041	11,296,350	37,309
Transfers to other funds	(25,325,744)	(26,679,494)	(26,379,710)	299,784
Total other financing sources (uses)	(14,784,981)	(15,420,453)	(15,083,360)	337,093
Ending Budgetary Fund Balance	$ 1,180,133	$ (216,449)	$ 5,811,138	$ 6,027,587

	POLICE FUND			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final	(Budget Basis)	Positive (Negative)
Beginning Budgetary Fund Balance:	$ 419,992	$ 77,717	$ 2,659,514	$ 2,581,797
Resources (Inflows):				
Taxes	5,619,895	5,619,895	5,886,367	266,472
Intergovernmental	-	-	16,392	16,392
Charges for services	95,300	95,299	97,167	1,868
License and permits	-	1,950	2,200	250
Investment income	40,660	40,660	88,844	48,184
Fines and forfeitures	82,840	82,840	62,478	(20,362)
Miscellaneous	1,950	4,483	26,058	21,575
Total Resources (Inflows)	5,840,645	5,845,127	6,179,506	334,379
Amounts available for appropriation	6,260,637	5,922,844	8,839,020	2,916,176
Charges to Appropriations (Outflows):				
Public Safety	14,519,443	14,996,244	14,213,934	782,310
Total Charges to Appropriations	14,519,443	14,996,244	14,213,934	782,310
Other financing sources (uses)				
Transfers from other funds	9,462,609	9,782,895	9,856,246	73,351
Total other financing sources (uses)	9,462,609	9,782,895	9,856,246	73,351
Ending Budgetary Fund Balance	$ 1,203,803	$ 709,495	$ 4,481,332	$ 3,771,837

	FIRE FUND			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final	(Budget Basis)	Positive (Negative)
Beginning Budgetary Fund Balance:	$ (6,472,680)	$ 128,711	$ 2,146,223	$ 2,017,512
Resources (Inflows):				
Taxes	4,427,802	4,427,802	4,637,929	210,127
Charges for services	22,864	22,864	26,723	3,859
Investment income	33,598	33,598	71,373	37,775
Licenses and permits	9,717	9,717	9,800	83
Miscellaneous	11,448	13,448	23,326	9,878
Total Resources (Inflows)	4,505,429	4,507,429	4,769,151	261,722
Amounts available for appropriation	(1,967,251)	4,636,140	6,915,374	2,279,234
Charges to Appropriations (Outflows):				
Public Safety	11,064,521	11,897,321	11,075,285	822,036
Total Charges to Appropriations	11,064,521	11,897,321	11,075,285	822,036
Other financing sources (uses)				
Transfers from other funds	7,522,644	7,781,654	7,840,914	59,260
Transfers to other funds	(250,000)	(250,000)	(250,000)	-
Total other financing sources (uses)	7,272,644	7,531,654	7,590,914	59,260
Ending Budgetary Fund Balance	$ (5,759,128)	$ 270,473	$ 3,431,003	$ 3,160,530

Footnotes to Budgetary Comparison Schedule:

1. The budgetary comparison schedules and budgetary fund balance amounts are reported on the modified cash basis of accounting. In addition, obligations that are required to be funded from ending budgetary fund balances are subtracted from total ending budgetary fund balances to arrive at the

unreserved budgetary fund balance. This presentation of unreserved fund balances on a budgetary basis is used to demonstrate compliance with Article 10, § 26 of the Oklahoma State Constitution.

2. The legal level of appropriation control is the department level within a fund. Transfers of appropriation between departments and object categories require the approval of the City Manager. All supplemental appropriations require the approval of the City Council. Supplemental appropriations must be filed with the Office of the State Auditor and Inspector.

3. The Hospital Authority does not present a budget to actual comparison because it is a Title 60 Public Trust. Title 60 Trust are only required to prepare a budget and submit to the beneficiary, but there are no requirements related to form, content or monitoring, and it is not considered a legal annual budget.

4. The budgetary basis differs from the modified accrual (GAAP) basis as shown in the schedules below:

GENERAL FUND	**Fund Balance June 30, 2018**	**Net Change in Fund Balance**	**Fund Balance June 30, 2019**
Budget to GAAP Reconciliation:			
Fund Balance - GAAP Basis	$ 6,030,594	$ 213,693	$ 6,244,287
Increases (Decreases):			
Revenues:			
Receivable	(4,326,596)	(1,049,173)	(5,375,769)
Change in fair value of investments	4,464	(3,537)	927
Other misc items	(210,359)	898,423	688,064
Expenditures:			
Payables	5,484,924	1,429,239	6,914,163
Encumbrances	(196,036)	53,385	(142,651)
Impact of combining accounts:			
Reimbursed Projects Account	(653,718)	(233,867)	(887,585)
Employee Activity Account	(20,402)	170	(20,232)
Activity Account	(337,060)	(13,595)	(350,655)
Animals Best Friend Account	(77,674)	(3,267)	(80,941)
29th and Douglas Account	(144)	(139)	(283)
Disaster Relief Account	(1,120,216)	(57,971)	(1,178,187)
Fund Balance - Budgetary Basis	$ 4,577,777	$ 1,233,361	$ 5,811,138

POLICE FUND	**Fund Balance June 30, 2018**	**Net Change in Fund Balance**	**Fund Balance June 30, 2019**
Budget to GAAP Reconciliation:			
Fund Balance - GAAP Basis	$ 5,247,982	$ 2,544,781	$ 7,792,763
Increases (Decreases):			
Revenues:			
Receivable	(3,048,677)	(676,828)	(3,725,505)
Change in fair value of investments	2,764	(1,995)	769
Other misc items	(232,271)	(86,245)	(318,516)
Expenditures:			
Payables	689,716	42,105	731,821
Fund Balance - Budgetary Basis	$ 2,659,514	$ 1,821,818	$ 4,481,332

FIRE FUND	Fund Balance June 30, 2018	Net Change in Fund Balance	Fund Balance June 30, 2019
Budget to GAAP Reconciliation:			
Fund Balance - GAAP Basis	$ 3,067,947	$ 2,271,732	$ 5,339,679
Increases (Decreases):			
Revenues:			
Receivable	(2,333,704)	(529,225)	(2,862,929)
Change in fair value of investments	1,710	(1,208)	502
Other misc items	69,913	(302,053)	(232,140)
Expenditures:			
Payables	1,340,357	(154,466)	1,185,891
Fund Balance - Budgetary Basis	$ 2,146,223	$ 1,284,780	$ 3,431,003

Required Supplementary Information – Pensions

Schedules of Required Supplementary Information
SCHEDULE OF THE CITY OF MIDWEST CITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
OKLAHOMA FIREFIGHTERS PENSION & RETIREMENT SYSTEM
Last 10 Fiscal Years*

	2015	2016	2017	2018	2019
Measurement date	June 30, 2014	June 30, 2015	June 30, 2016	June 30, 2017	June 30, 2018
City's proportion of the net pension liability	2.392%	2.613%	2.627%	2.554%	2.506%
City's proportionate share of the net pension liability	$ 24,598,661	$ 27,733,504	$ 32,089,584	$ 32,124,179	$ 28,208,718
City's covered payroll	$ 6,734,825	$ 7,151,904	$ 6,922,999	$ 7,259,523	$ 7,458,084
City's proportionate share of the net pension liability as a percentage of its covered payroll	365%	388%	464%	443%	378%
Plan fiduciary net position as a percentage of the total pension liability	68.12%	68.27%	64.87%	66.61%	70.73%

Notes to Schedule:

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

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

	2015	2016	2017	2018	2019
Measurement date	June 30, 2014	June 30, 2015	June 30, 2016	June 30, 2017	June 30, 2018
City's proportion of the net pension liability (asset)	2.2929%	2.3249%	2.2789%	2.0280%	2.0430%
City's proportionate share of the net pension liability (asset)	$ (772,001)	$ 94,795	$ 3,490,072	$ 155,991	$ (973,201)
City's covered payroll	$ 6,171,257	$ 6,571,604	$ 6,720,857	$ 6,047,423	$ 6,230,526
City's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	12.51%	1.44%	51.93%	2.58%	15.62%
Plan fiduciary net position as a percentage of the total pension liability	101.53%	99.82%	93.50%	99.68%	101.89%

Notes to Schedule:

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

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

	2015	2016	2017	2018	2019
Measurement date	June 30, 2014	June 30, 2015	June 30, 2016	June 30, 2017	June 30, 2018
Statutorily required contribution	$ 1,001,267	$ 969,220	$ 1,016,333	$ 1,164,029	$ 1,096,847
Contributions in relation to the statutorily required contribution	1,064,424	969,270	1,016,378	1,164,029	1,096,998
Contribution deficiency (excess)	$ (63,157)	$ (50)	$ (45)	$ -	$ (151)
City's covered payroll	$ 7,151,904	$ 6,922,999	$ 7,259,523	$ 7,458,084	$ 7,834,624
Contributions as a percentage of covered payroll	14.88%	14.00%	14.00%	15.61%	14.00%

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

Note s to Schedule:
Only five fiscal years are presented because 10-year data is not yet available.

The City's contract with the union provides that member contributions will be 5% and employer contributions will be 18% for years 2015-2018

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

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

	2015	2016	2017	2018	2019
Statutorily required contribution	$ 854,309	$ 873,711	$ 786,165	$ 813,621	$ 868,833
Contributions in relation to the statutorily required contribution	1,021,780	873,705	786,167	813,621	869,006
Contribution deficiency (excess)	$ (167,471)	$ 6	$ (2)	$ -	$ (173)
City's covered payroll	$ 6,571,604	$ 6,720,857	$ 6,047,423	$ 6,230,526	$ 6,683,330
Contributions as a percentage of covered payroll	15.55%	13.00%	13.00%	13.06%	13.00%

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

Notes to Schedule:

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

The City's contract with the union provides that member contributions will be 3% and employer contributions will be 18% for years 2015-2018

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

Required Supplementary Information –Other Post Employment Benefit (OPEB)

Schedule of Changes in Total OPEB Liability and Related Ratios
Postemployment Health Insurance Implcit Rate Subsidy Plan

	2018	2019
Total OPEB Liability		
Service cost	$ 948,825	$ 929,222
Interest	671,955	390,053
Differences between expected and actual experience	-	(145,135)
Changes in assumptions	(2,572,581)	(475,835)
Experience Gain/(Loss)	(862,742)	(869,660)
Net increase (decrease) in total OPEB liability	(1,814,543)	(171,355)
Balances at Beginning of Year	24,880,674	23,066,131
Balances End of Year	$ 23,066,131	$ 22,894,776
Covered payroll	$ 27,950,000	$ 28,460,000
Total OPEB liability as a percentage of covered-payroll	82.53%	80.45%

Notes to Schedule:
Only the two fiscal years are presented because 10-year data is not yet available

OTHER SUPPLEMENTARY INFORMATION

Combining Balance Sheet – General Fund Accounts – June 30, 2019

	General Fund Accounts							
	General Fund	Reimbursed Projects Account	Employee Activity Account	Activity Account	Animals Best Friend Account	29th and Douglas Account	Disaster Relief Account	Totals
ASSETS								
Cash and cash equivalents	$ 2,837,070	$ 466,159	$ 20,262	$ 188,767	$ 78,159	$ 283	$ 622,700	$ 4,213,400
Investments	2,427,728	405,952	-	164,387	-	-	542,276	3,540,343
Accounts receivable	1,402,869	15,909	-	-	21,817	-	214,317	1,654,912
Accrued interest receivable	6,731	-	-	-	-	-	-	6,731
Other receivable	14,511	-	-	2,130	-	-	-	16,641
Due from other governments	3,075,834	-	-	-	-	-	438	3,076,272
Due from other funds	191,945	-	-	-	-	-	-	191,945
Prepaid items	3,114	-	-	-	-	-	-	3,114
Advance from other funds	680,765	-	-	-	-	-	-	680,765
Total assets	$ 10,640,567	$ 888,020	$ 20,262	$ 355,284	$ 99,976	$ 283	$ 1,379,731	$ 13,384,123
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES								
Liabilities:								
Accounts payable and accrued liabilities	$ 205,643	$ 435	$ 30	$ 3,637	$ -	$ -	$ 15,574	$ 225,319
Wages payable	447,854	-	-	992	-	-	7,563	456,409
Due to other governments	8,643	-	-	-	-	-	-	8,643
Refundable deposits	46,195	-	-	-	-	-	-	46,195
Due to other funds	5,019,245	-	-	-	-	-	-	5,019,245
Total liabilities	5,727,580	435	30	4,629	-	-	23,137	5,755,811
DEFERRED INFLOWS OF RESOURCES								
Unavailable revenue	1,186,583	-	-	-	19,035	-	178,407	1,384,025
Fund balances:								
Nonspendable	683,879	-	-	-	-	-	-	683,879
Restricted	10,503	844,694	-	350,655	31,770	-	1,163,589	2,401,211
Assigned	342,716	42,891	20,232	-	49,171	283	14,598	469,891
Unassigned	2,689,306	-	-	-	-	-	-	2,689,306
Total fund balances	3,726,404	887,585	20,232	350,655	80,941	283	1,178,187	6,244,287
Total liabilities, deferred inflows and fund balances	$ 10,640,567	$ 888,020	$ 20,262	$ 355,284	$ 99,976	$ 283	$ 1,379,731	$ 13,384,123

Combining Schedule of Revenues, Expenditures and Changes in Fund Balance – General Fund Accounts – Year Ended June 30, 2019

	General Fund Accounts							
	General Fund	Reimbursed Projects Account	Employee Activity Account	Activity Account	Animals Best Friend Account	29th and Douglas Account	Disaster Relief Account	Totals
REVENUES								
Taxes	$ 24,023,646	$ -	$ -	$ -	$ -	$ -	$ -	$ 24,023,646
Intergovernmental	465,768	129,449	-	-	-	-	-	595,217
Charges for services	2,140,888	99,979	-	51,716	-	104	57,578	2,350,265
Investment income	300,871	15,711	448	7,565	1,615	19	73,063	399,292
Fines & forfeitures	1,193,430	-	-	-	23,070	-	-	1,216,500
Licenses & permits	601,988	220	-	-	-	-	-	602,208
Miscellaneous	317,575	201,946	1,946	94,525	3,548	-	111,287	730,827
Total revenues	29,044,166	447,305	2,394	153,806	28,233	123	241,928	29,917,955
EXPENDITURES								
Current:								
General government	4,226,106	17,194	10,064	-	-	584	257,739	4,511,687
Public Safety	1,035,576	2,039	-	-	-	-	-	1,037,615
Streets	2,936,914	-	-	-	-	-	-	2,936,914
Culture and recreation	863,205	4,369	-	139,403	-	-	-	1,006,977
Health & welfare	365,522	-	-	-	9,966	-	-	375,488
Economic development	3,012,488	25,836	-	-	-	-	-	3,038,324
Capital outlay	-	162,648	-	808	15,000	-	396,113	574,569
Debt service:								
Interest and fiscal charges	-	1,352	-	-	-	-	-	1,352
Total expenditures	12,439,811	213,438	10,064	140,211	24,966	584	653,852	13,482,926
Revenues over (under) expenditures	16,604,355	233,867	(7,670)	13,595	3,267	(461)	(411,924)	16,435,029
OTHER FINANCING SOURCES (USES)								
Transfers in	10,817,841	-	-	-	-	-	469,895	11,287,736
Transfers out	(27,509,072)	-	-	-	-	-	-	(27,509,072)
Transfers in - interaccount	-	-	7,500	-	-	600	-	8,100
Transfers out - interaccount	(8,100)	-	-	-	-	-	-	(8,100)
Total other financing sources (uses)	(16,699,331)	-	7,500	-	-	600	469,895	(16,221,336)
Net change in fund balances	(94,976)	233,867	(170)	13,595	3,267	139	57,971	213,693
Fund balances - beginning of year, restated	3,821,380	653,718	20,402	337,060	77,674	144	1,120,216	6,030,594
Fund balances - end of year	$ 3,726,404	$ 887,585	$ 20,232	$ 350,655	$ 80,941	$ 283	$ 1,178,187	$ 6,244,287

Combining Balance Sheet – Nonmajor Governmental Funds – June 30, 2019

	Special Revenue Funds											
	Grant Fund	Juvenile Fund	Park & Recreation Fund	Emergency Operations Fund	Technology Fund	Welcome Center Fund	Police Impound Fund	Street & Alley Fund	Police Special Projects Fund	Police Lab Fee Fund	Convention/Visitors Bureau Fund	Sooner Rose TIF
ASSETS												
Cash and cash equivalents	$ 180,127	$ 30,214	$ 336,928	$ 381,043	$ 157,660	$ 180,592	$ 156,316	$ 677,160	$ 212,624	$ 21,650	$ 200,919	$ 4,349,335
Investments	-	-	293,412	331,830	-	157,268	-	589,703	-	-	-	2,619,549
Accrued interest receivable	-	-	-	-	-	-	-	-	-	-	-	7,263
Deposits held by others	-	-	-	-	-	-	-	-	-	-	-	-
Other receivable	33,597	71,922	800	559	253,190	-	-	-	-	9,521	-	10,636
Due from other governments	206,384	-	68,351	57,317	-	22,237	-	41,104	-	-	41,509	-
Due from other funds	1,432	780	20,204	1,297	-	20,554	-	-	-	-	148	-
Inventory	60,000	-	-	-	-	-	-	-	-	-	-	-
Total assets	481,540	102,916	719,695	772,046	410,850	380,651	156,316	1,307,967	212,624	31,171	242,576	6,986,783
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES												
Liabilities:												
Accounts payable and accrued liabilities	15,034	134	53,099	21	16,465	24,877	-	4,229	144	297	1,596	-
Wages payable	22,196	3,657	3,382	17,804	4,561	7,523	-	-	-	-	9,271	-
Due to other funds	191,945	-	-	-	-	-	210	-	-	-	-	-
Total liabilities	229,175	3,791	56,481	17,825	21,026	32,400	210	4,229	144	297	10,867	-
Deferred inflows:												
Unavailable revenue	28,551	67,516	150	-	211,164	-	-	-	-	8,056	-	-
Fund balances:												
Nonspendable	87,570	-	-	-	-	-	-	-	-	-	-	-
Restricted	136,244	31,609	663,064	754,221	178,660	348,251	156,106	1,303,738	212,480	22,818	231,709	6,986,783
Assigned	-	-	-	-	-	-	-	-	-	-	-	-
Total fund balances	223,814	31,609	663,064	754,221	178,660	348,251	156,106	1,303,738	212,480	22,818	231,709	6,986,783
Total liabilities, deferred inflows, and fund balances	$ 481,540	$ 102,916	$ 719,695	$ 772,046	$ 410,850	$ 380,651	$ 156,316	$ 1,307,967	$ 212,624	$ 31,171	$ 242,576	$ 6,986,783

(continued)

Combining Balance Sheet – Nonmajor Governmental Funds – June 30, 2019

	Special Revenue Funds				Capital Project Funds							Debt Service Fund	
	Urban Renewal Authority Authority	Economic Development	General Government Sales Tax Fund Street Light Fee		Downtown Development Authority	2002 Street Project Fund	Dedicated Tax 2012 Fund	2018 GO Bond Proprietary	Sales Tax Capital Improvement Fund	Capital Improvement Fund	Capital Outlay Reserve Fund	G.O. Debt Service Fund	Totals
ASSETS													
Cash and cash equivalents	$ 36,197	$ 6,017,428	$ 1,678,329	$ 844,690	$ 1,232,551	$ 237,335	$ 798,889	$ 5,665,615	$ -	$ 1,254,173	$ 498,781	$ 333,783	$ 25,482,339
Investments	-	757,822	1,501,976	755,932	1,103,039	206,683	714,945	5,070,293	-	1,122,390	434,362	290,673	15,949,877
Accrued interest receivable	-	2,101	4,164	2,096	3,058	-	1,982	14,057	-	3,112	-	-	37,833
Deposits held by others	-	-	-	-	500	300	-	-	-	4,500	-	-	5,300
Other receivable	-	198,125	17,599	81,488	-	-	-	-	-	-	-	-	677,437
Due from other governments	-	-	323,005	-	-	-	57,394	-	733,591	21,808	-	2,873,577	4,446,277
Due from other funds	-	-	89,313	-	-	-	-	-	-	31,856	-	-	165,584
Inventory	-	-	-	-	-	-	-	-	-	-	-	-	60,000
Total assets	36,197	6,975,476	3,614,386	1,684,206	2,339,148	444,318	1,573,210	10,749,965	733,591	2,437,839	933,143	3,498,033	46,824,647
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES													
Liabilities:													
Accounts payable and accrued liabilities	2,526	8,989	91,483	-	5,045	-	-	1,230	-	168,034	35,623	37,375	466,201
Wages payable	-	-	25,253	745	-	-	-	-	-	-	-	-	94,392
Due to other funds	-	-	-	-	-	-	-	-	733,591	-	-	-	925,746
Total liabilities	2,526	8,989	116,736	745	5,045	-	-	1,230	733,591	168,034	35,623	37,375	1,486,339
Deferred inflows:													
Unavailable revenue	-	1,590	-	-	-	-	-	-	-	-	-	2,869,105	3,186,132
Fund balances:													
Nonspendable	-	-	-	-	500	300	-	-	-	4,500	-	-	92,870
Restricted	3,804	6,964,897	3,497,650	1,683,461	1,818,804	444,018	1,573,210	10,748,735	-	2,265,305	746,652	591,553	41,363,772
Assigned	29,867	-	-	-	514,799	-	-	-	-	-	150,868	-	695,534
Total fund balances	33,671	6,964,897	3,497,650	1,683,461	2,334,103	444,318	1,573,210	10,748,735	-	2,269,805	897,520	591,553	42,152,176
Total liabilities, deferred inflows, and fund balances	$ 36,197	$ 6,975,476	$ 3,614,386	$ 1,684,206	$ 2,339,148	$ 444,318	$ 1,573,210	$ 10,749,965	$ 733,591	$ 2,437,839	$ 933,143	$ 3,498,033	$ 46,824,647

Combining Statement of Revenues, Expenditures and Changes in Fund Balance - Nonmajor Governmental Funds – Year Ended June 30, 2019

	Special Revenue Funds											
	Grant Fund	Juvenile Fund	Park & Recreation Fund	Emergency Operations Fund	Technology Fund	Welcome Center Fund	Police Impound Fund	Street & Alley Fund	Police Special Projects Fund	Police Lab Fee Fund	Convention/ Visitors Bureau Fund	Sooner Rose TIF
REVENUES												
Taxes	$ -	$ -	$ 539,911	$ 479,117	$ -	$ 185,644	$ -	$ -	$ -	$ -	$ 346,535	$ 177,719
Intergovernmental	847,750	-	-	4,569	-	-	-	508,434	-	-	-	-
Charges for services	-	-	400	27,250	285,119	-	58,961	-	-	-	-	-
Investment income	7	927	14,800	15,293	3,957	7,878	4,161	82,291	4,158	411	4,110	49,478
Fines & forfeitures	-	54,595	-	-	10,351	-	-	-	7,956	13,354	-	-
Licenses & permits	-	-	381	-	17,400	-	-	-	-	-	-	-
Miscellaneous	13,092	-	106,178	1,010	1,900	22,438	-	-	7,022	-	-	-
Total revenues	860,849	55,522	661,670	527,239	318,727	215,960	63,122	590,725	19,136	13,765	350,645	227,197
EXPENDITURES												
Current:												
General government	-	-	-	-	473,583	-	-	-	-	-	-	-
Public safety	90,821	83,569	-	374,315	-	-	35,610	-	15,499	8,811	-	-
Streets	-	-	-	-	-	-	-	34,532	-	-	-	-
Culture and recreation	-	-	379,503	-	-	188,509	-	-	-	-	-	-
Health and welfare	-	-	-	-	-	-	-	-	-	-	-	-
Economic development	682,439	-	-	-	-	-	-	-	-	-	311,482	9,811
Capital outlay	189,111	-	221,567	15,709	6,796	35,699	16,194	500,021	1,323	-	946	419,898
Debt service:												
Principal retirement	-	-	-	-	-	-	-	-	-	-	-	155,000
Interest and fiscal charges	-	-	-	-	-	-	-	-	-	-	-	850,506
Total expenditures	962,371	83,569	601,070	390,024	480,379	224,208	51,804	534,553	16,822	8,811	312,428	1,435,215
Revenues over (under) expenditures	(101,522)	(28,047)	60,600	137,215	(161,652)	(8,248)	11,318	56,172	2,314	4,954	38,217	(1,208,018)
OTHER FINANCING SOURCES (USES)												
Debt proceeds	-	-	-	-	-	-	-	-	-	-	-	-
Premium on debt issued	-	-	-	-	-	-	-	-	-	-	-	-
Transfers in	181,799	-	-	12,908	80,000	-	-	20,102	-	-	-	-
Transfers out	(88,527)	-	-	(80,000)	-	-	(63,252)	-	-	-	-	-
Total other financing sources (uses)	93,272	-	-	(67,092)	80,000	-	(63,252)	20,102	-	-	-	-
Net change in fund balances	(8,250)	(28,047)	60,600	70,123	(81,652)	(8,248)	(51,934)	76,274	2,314	4,954	38,217	(1,208,018)
Fund balances - beginning of year	232,064	59,656	602,464	684,098	260,312	356,499	208,040	1,227,464	210,166	17,864	193,492	8,194,801
Fund balances - end of year	$ 223,814	$ 31,609	$ 663,064	$ 754,221	$ 178,660	$ 348,251	$ 156,106	$ 1,303,738	$ 212,480	$ 22,818	$ 231,709	$ 6,986,783

(continued)

Combining Statement of Revenues, Expenditures and Changes in Fund Balance - Nonmajor Governmental Funds – Year Ended June 30, 2019

	Special Revenue Funds					Capital Project Funds						Debt Service Fund	
	Urban Renewal Authority	Economic Development Authority	General Government Sales Tax Fund	Street Light Fee	Downtown Development Authority	2002 Street Project Fund	Dedicated Tax 2012 Fund	2018 GO Bond Proprietary	Sales Tax Capital Improvement Fund	Capital Improvement Fund	Capital Outlay Reserve Fund	G.O. Debt Service Fund	Totals
REVENUES													
Taxes	$ -	$ -	$ 2,387,864	$ -	$ -	$ -	$ 448,744	$ -	$ 5,760,322	$ 145,879	$ -	$ 326,552	$ 10,798,287
Intergovernmental	-	-	-	-	-	-	-	-	-	353,158	-	-	1,713,911
Charges for services	-	4,606,888	-	574,227	-	-	-	-	-	-	-	-	5,552,845
Investment income	1,128	17,241	156,756	72,781	168,616	10,006	84,916	(6,437)	3,618	161,103	20,559	5,291	883,049
Fines & forfeitures	-	-	-	-	-	-	-	-	-	-	-	-	86,256
Licenses & permits	-	-	-	-	-	-	-	-	-	94,004	-	-	111,785
Miscellaneous	-	815	74,811	1,638	-	-	-	-	-	-	-	-	228,904
Total revenues	1,128	4,624,944	2,619,431	648,646	168,616	10,006	533,660	(6,437)	5,763,940	754,144	20,559	331,843	19,375,037
EXPENDITURES													
Current:													
General government	-	-	1,401,001	-	-	-	-	-	-	-	-	-	1,874,584
Public safety	-	-	-	-	-	-	-	-	-	-	-	-	608,625
Streets	-	-	-	69,022	-	1,091	59,615	-	-	502,964	-	-	667,224
Culture and recreation	-	-	-	-	-	-	-	78,010	-	-	-	-	646,022
Health and welfare	-	-	-	-	-	-	-	80,818	-	-	-	-	80,818
Economic development	7,768	1,571,426	-	-	30,296	-	-	-	-	-	-	-	2,613,222
Capital outlay	14,523	-	345,036	10,117	502,038	22,624	195,636	-	-	883,291	47,978	-	3,428,507
Debt service:													
Principal retirement	-	795,000	-	-	-	-	-	-	-	-	-	325,000	1,275,000
Interest and fiscal charges	-	1,923,505	-	-	-	-	-	-	-	-	-	38,913	2,812,924
Total expenditures	22,291	4,289,931	1,746,037	79,139	532,334	23,715	255,251	158,828	-	1,386,255	47,978	363,913	14,006,926
Revenues over (under) expenditures	(21,163)	335,013	873,394	569,507	(363,718)	(13,709)	278,409	(165,265)	5,763,940	(632,111)	(27,419)	(32,070)	5,368,111
OTHER FINANCING SOURCES (USES)													
Debt proceeds	-	-	-	-	-	-	-	10,914,000	-	-	-	-	10,914,000
Bond premium	-	-	-	-	-	-	-	-	-	-	-	497,782	497,782
Transfers in	-	-	69,754	-	-	-	-	-	-	435,510	-	-	800,073
Transfers out	-	(125,312)	-	-	-	-	-	-	(5,763,940)	-	-	(5,291)	(6,126,322)
Total other financing sources (uses)	-	(125,312)	69,754	-	-	-	-	10,914,000	(5,763,940)	435,510	-	492,491	6,085,533
Net change in fund balances	(21,163)	209,701	943,148	569,507	(363,718)	(13,709)	278,409	10,748,735	-	(196,601)	(27,419)	460,421	11,453,644
Fund balances - beginning of year	54,834	6,755,196	2,554,502	1,113,954	2,697,821	458,027	1,294,801	-	-	2,466,406	924,939	131,132	30,698,532
Fund balances - end of year	$ 33,671	$ 6,964,897	$ 3,497,650	$ 1,683,461	$ 2,334,103	$ 444,318	$ 1,573,210	$ 10,748,735	$ -	$ 2,269,805	$ 897,520	$ 591,553	$ 42,152,176

Combining Schedule of Net Position – Midwest City Municipal Authority Accounts – June 30, 2019

	Midwest City Municipal Authority										
	Water Account	Sewer Account	Sanitation Account	Conference Center/Hotel Account	Drainage Account	Debt Service Account	Utility Services Account	Utilities Capital Account	Customer Deposit Account	Golf Courses Account	Total
ASSETS											
Current assets:											
Cash and cash equivalents	$ 2,825,283	$ 3,344,333	$ 1,046,676	$ 794,485	$ 294,530	$ -	$ 228,908	$ 1,588,192	$ -	$ 111,105	$ 10,233,512
Cash and cash equivalents, restricted	-	-	-	-	-	13,730,109	-	-	797,947	-	14,528,056
Investments	2,515,488	2,890,339	936,695	302,873	256,490	-	199,344	1,421,311	-	-	8,522,540
Accounts receivable, net	1,039,116	1,134,564	993,449	310,733	64,689	-	71,393	-	2,624	-	3,616,568
Other receivable	5,054	-	-	80,071	-	-	-	139,487	-	7,023	231,635
Accrued interest receivable	5,680	5,119	2,597	-	-	-	-	3,941	-	-	17,337
Prepaid items	-	-	-	5,489	-	-	-	-	-	-	5,489
Inventory	185,048	93,337	-	-	-	-	-	-	-	2,277	280,662
Due from other funds - interaccount	-	13,923	-	-	-	-	-	-	63,501	-	77,424
Due from other funds	17,773	28,017	75,016	12,845	-	701,735	-	-	-	2,514	837,900
Total current assets	6,593,442	7,509,632	3,054,433	1,506,496	615,709	14,431,844	499,645	3,152,931	864,072	122,919	38,351,123
Non-current assets:											
Investments, restricted	-	-	-	-	-	-	-	-	694,889	-	694,889
Due from other funds - interaccount	956,551	-	-	-	-	-	-	-	-	-	956,551
Land, construction in progress, and water rights	6,360,578	1,000,765	700,000	25,857	32,260	-	-	-	-	232,057	8,351,517
Other capital assets, net	17,425,730	73,349,898	3,936,503	20,124,579	13,408,175	-	35,049	5,590,286	-	1,344,359	135,214,579
Total non-current assets	24,742,859	74,350,663	4,636,503	20,150,436	13,440,435	-	35,049	5,590,286	694,889	1,576,416	145,217,536
Total assets	31,336,301	81,860,295	7,690,936	21,656,932	14,056,144	14,431,844	534,694	8,743,217	1,558,961	1,699,335	183,568,659
DEFERRED OUTFLOWS OF RESOURCES											
Deferred amount on refunding	-	-	-	-	-	883,459	-	-	-	-	883,459
Deferred amount related to OPEB	59,964	84,281	105,198	-	5,782	-	93,299	-	-	14,336	362,860
Total deferred inflows	59,964	84,281	105,198	-	5,782	883,459	93,299	-	-	14,336	1,246,319
LIABILITIES											
Current liabilities:											
Accounts payable and accrued liabilities	554,404	399,630	168,610	331,028	42,405	-	13,698	73,396	-	11,522	1,594,693
Wages payable	106,660	152,347	51,017	27,929	13,094	-	40,698	-	-	36,310	428,055
Due to other funds - interaccount	63,501	-	-	-	-	13,923	-	-	-	-	77,424
Due to other funds	-	-	-	-	-	-	-	-	-	40,408	40,408
Accrued interest payable	-	-	-	-	-	615,639	-	-	-	-	615,639
Accrued compensated absences	133,503	154,545	35,444	23,046	16,014	-	49,331	-	-	47,316	459,199
Refundable deposits	-	-	-	26,796	-	-	-	-	149,652	-	176,448
Revenue bonds payable	-	-	-	-	-	4,365,000	-	-	-	-	4,365,000
Total current liabilities	858,068	706,522	255,071	408,799	71,513	4,994,562	103,727	73,396	149,652	135,556	7,756,866
Non-current liabilities:											
Accrued compensated absences	267,005	309,089	70,887	11,087	32,028	-	98,663	-	-	94,632	883,391
Total OPEB liability	1,311,159	2,091,687	930,466	-	146,216	-	693,862	-	-	319,017	5,492,407
Due to other funds - interaccount	-	-	-	-	-	-	-	956,551	-	-	956,551
Refundable deposits	-	-	-	-	-	-	-	-	1,346,867	-	1,346,867
Revenue bonds payable, net	-	-	-	-	-	54,113,682	-	-	-	-	54,113,682
Total non-current liabilities	1,578,164	2,400,776	1,001,353	11,087	178,244	54,113,682	792,525	956,551	1,346,867	413,649	62,792,898
Total liabilities	2,436,232	3,107,298	1,256,424	419,886	249,757	59,108,244	896,252	1,029,947	1,496,519	549,205	70,549,764
DEFERRED INFLOW OF RESOURCES											
Deferred amount related to OPEB	365,553	253,644	66,831	-	14,559	-	50,349	-	-	81,606	832,542
NET POSITION											
Net investment in capital assets	23,950,309	74,350,663	4,636,504	20,150,436	13,440,437	(58,478,682)	35,049	5,590,286	-	1,576,416	85,251,418
Restricted for debt service	-	-	-	-	-	1,573,431	-	-	-	-	1,573,431
Restricted for other purposes	-	-	-	-	-	-	51,633	-	-	47,466	99,099
Unrestricted (deficit)	4,644,171	4,232,971	1,836,375	1,086,610	357,173	13,112,310	(405,290)	2,122,984	62,442	(541,022)	26,508,724
Total net position	$ 28,594,480	$ 78,583,634	$ 6,472,879	$ 21,237,046	$ 13,797,610	$ (43,792,941)	$ (318,608)	$ 7,713,270	$ 62,442	$ 1,082,860	$ 113,432,672

Combining Schedule of Revenues, Expenses and Changes in Net Position – Midwest City Municipal Authority Accounts – Year Ended June 30, 2019

	Midwest City Municipal Authority										
	Water Account	Sewer Account	Sanitation Account	Conference Center/Hotel Account	Drainage Account	Debt Service Account	Utility Services Account	Utilities Capital Account	Customer Deposit Account	Golf Courses Account	Total
OPERATING REVENUES											
Charges for services	$ 7,004,463	$ 8,027,064	$ 6,313,331	$ 5,081,714	$ 456,446	$ -	$ 1,127,138	$ -	$ -	$ 930,522	$ 28,940,678
Fees, licenses and permits	12,675	16,245	-	-	-	-	-	-	-	-	28,920
Miscellaneous	46,282	720	(53,135)	-	800	-	-	86,760	-	11	81,438
Total operating revenues	7,063,420	8,044,029	6,260,196	5,081,714	457,246	-	1,127,138	86,760	-	930,533	29,051,036
OPERATING EXPENSES											
Personal services	2,078,646	3,351,639	1,226,143	2,092,426	286,413	-	864,721	-	-	683,336	10,583,324
Materials and supplies	882,516	615,371	977,858	1,246,669	56,316	-	30,950	-	-	181,940	3,991,620
Other services and charges	1,687,092	1,404,753	2,330,487	1,455,477	55,338	-	179,808	-	-	67,304	7,180,259
Depreciation and amortization	714,223	2,916,255	508,871	876,278	276,580	-	3,773	433,854	-	118,886	5,848,720
Total operating expenses	5,362,477	8,288,018	5,043,359	5,670,850	674,647	-	1,079,252	433,854	-	1,051,466	27,603,923
Operating income (loss)	1,700,943	(243,989)	1,216,837	(589,136)	(217,401)	-	47,886	(347,094)	-	(120,933)	1,447,113
NON-OPERATING REVENUES (EXPENSES)											
Investment income	258,703	275,991	139,267	1	11,408	80,743	9,054	421,852	94,893	1,741	1,293,653
Interest expense and fiscal charges	-	-	-	-	-	(2,710,471)	-	(38,515)	-	-	(2,748,986)
Gain (loss) on asset retirement	13	14,750	2,618	165	-	-	-	-	-	(12,077)	5,469
Total non-operating revenue (expenses)	258,716	290,741	141,885	166	11,408	(2,629,728)	9,054	383,337	94,893	(10,336)	(1,449,864)
Income (loss) before contributions and transfers	1,959,659	46,752	1,358,722	(588,970)	(205,993)	(2,629,728)	56,940	36,243	94,893	(131,269)	(2,751)
Capital contributions	306,949	273,038	-	-	-	-	-	-	-	10,700	590,687
Transfers in - interaccount	32,451	-	-	-	-	1,076,939	-	624,958	-	-	1,734,348
Transfers out - interaccount	(167,958)	(1,076,939)	(457,000)	-	-	-	-	-	(32,451)	-	(1,734,348)
Transfers in	-	-	-	-	-	13,894,870	-	-	-	-	13,894,870
Transfers out	(768,561)	(814,006)	(763,936)	-	-	(8,491,440)	-	-	-	-	(10,837,943)
Change in net position	1,362,540	(1,571,155)	137,786	(588,970)	(205,993)	3,850,641	56,940	661,201	62,442	(120,569)	3,644,863
Total net position - beginning	27,231,940	80,154,789	6,335,093	21,826,016	14,003,603	(47,643,582)	(375,548)	7,052,069	-	1,203,429	109,787,809
Total net position - ending	$ 28,594,480	$ 78,583,634	$ 6,472,879	$ 21,237,046	$ 13,797,610	$ (43,792,941)	$ (318,608)	$ 7,713,270	$ 62,442	$ 1,082,860	$ 113,432,672

Combining Schedule of Cash Flows – Midwest City Municipal Authority Accounts – June 30, 2019

	Midwest City Municipal Authority										
	Water Account	Sewer Account	Sanitation Account	Conference Center/Hotel Account	Drainage Account	Debt Service Account	Utility Services Account	Utilities Capital Account	Customer Deposit Account	Golf Courses Account	Total
CASH FLOWS FROM OPERATING ACTIVITIES											
Receipts from customers	$ 7,123,297	$ 8,014,228	$ 6,123,416	$ 4,871,303	$ 455,709	$ -	$ 1,125,389	$ (41,155)	$ (494)	$ 928,533	$ 28,600,226
Payments to suppliers	(2,207,521)	(1,869,477)	(3,298,824)	(2,723,015)	(72,444)	-	(200,009)	(31,139)	-	(250,009)	(10,652,438)
Payments to employees	(2,145,740)	(3,404,186)	(1,268,421)	(2,133,798)	(284,822)	-	(840,781)	-	-	(699,064)	(10,776,812)
Receipts (payments) from interfund loans	(957)	(20,750)	(2,618)	(165)	-	66	-	-	(944)	39,557	14,189
Receipt of customer deposits	-	-	-	-	-	-	-	-	534,468	-	534,468
Return of customer deposits	-	-	-	-	-	-	-	-	(503,768)	-	(503,768)
Net cash provided by (used in) operating activities	2,769,079	2,719,815	1,553,553	14,325	98,443	66	84,599	(72,294)	29,262	19,017	7,215,865
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES											
Transfers from other funds - interaccount	32,451	-	-	-	-	1,076,939	-	624,958	-	-	1,734,348
Transfers to other funds - interaccount	(167,958)	(1,076,939)	(457,000)	-	-	-	-	-	(32,451)	-	(1,734,348)
Transfers from other funds	-	-	-	-	-	13,894,870	-	-	-	-	13,894,870
Transfers to other funds	(768,561)	(814,006)	(763,936)	-	-	(8,491,440)	-	-	-	-	(10,837,943)
Net cash provided by (used in) noncapital financing activities	(904,068)	(1,890,945)	(1,220,936)	-	-	6,480,369	-	624,958	(32,451)	-	3,056,927
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES											
Capital assets purchased	(757,573)	(511,921)	(680,161)	(145,249)	(40,184)	-	(25,047)	-	-	(30,000)	(2,190,135)
Principal paid on capital debt	-	-	-	-	-	(24,715,000)	-	-	-	-	(24,715,000)
Proceeds issuance of debt	-	-	-	-	-	31,265,000	-	-	-	-	31,265,000
Premium on issuance of debt	-	-	-	-	-	1,113,904	-	-	-	-	1,113,904
Payments of interfund loan for capital purchases	129,443	-	-	-	-	-	-	(129,443)	-	-	-
Interest and fiscal charges paid on capital debt	-	-	-	-	-	(3,189,933)	-	(38,515)	-	-	(3,228,448)
Proceeds from sale of capital assets	13	14,750	2,618	165	-	-	-	-	-	-	17,546
Net cash provided by (used in) capital and related financing activities	(628,117)	(497,171)	(677,543)	(145,084)	(40,184)	4,473,971	(25,047)	(167,958)	-	(30,000)	2,262,867
CASH FLOWS FROM INVESTING ACTIVITIES											
Sale (purchase) of investments	507,558	1,450,165	790,912	199,677	103,850	-	78,350	316,103	408,329	-	3,854,944
Interest and dividends	255,955	273,908	138,551	1	11,408	80,743	9,054	422,026	97,754	1,740	1,291,140
Net cash provided by (used in) investing activities	763,513	1,724,073	929,463	199,678	115,258	80,743	87,404	738,129	506,083	1,740	5,146,084
Net increase (decrease) in cash and cash equivalents	2,000,407	2,055,772	584,537	68,919	173,517	11,035,149	146,956	1,122,835	502,894	(9,243)	17,681,743
Balances - beginning of year	824,876	1,288,561	462,139	725,566	121,013	2,694,960	81,952	465,357	295,053	120,348	7,079,825
Balances - end of year	$ 2,825,283	$ 3,344,333	$ 1,046,676	$ 794,485	$ 294,530	$ 13,730,109	$ 228,908	$ 1,588,192	$ 797,947	$ 111,105	$ 24,761,568
Reconciliation to Statement of Net Position:											
Cash and cash equivalents	$ 2,825,283	$ 3,344,333	$ 1,046,676	$ 794,485	$ 294,530	$ -	$ 228,908	$ 1,588,192	$ -	$ 111,105	$ 10,233,512
Restricted cash and cash equivalents	-	-	-	-	-	13,730,109	-	-	797,947	-	14,528,056
Total cash and cash equivalents	$ 2,825,283	$ 3,344,333	$ 1,046,676	$ 794,485	$ 294,530	$ 13,730,109	$ 228,908	$ 1,588,192	$ 797,947	$ 111,105	$ 24,761,568
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:									-		
Operating income (loss)	$ 1,700,943	$ (243,989)	$ 1,216,837	$ (589,136)	$ (217,401)	$ -	$ 47,886	$ (347,094)	$ -	$ (120,933)	$ 1,447,113
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:											
Depreciation expense	714,223	2,916,255	508,871	876,278	276,580	-	3,773	433,854	-	118,886	5,848,720
Change in assets and liabilities:											
Receivables, net	64,931	(29,801)	(136,780)	(175,874)	(1,537)	-	(1,749)	-	(494)	(2,000)	(283,304)
Other receivable	(5,054)	-	-	(5,528)	-	-	-	(127,915)	-	-	(138,497)
Due from other funds	(13)	(20,750)	(2,618)	(165)	-	(5,934)	-	-	(944)	(851)	(31,275)
Prepaid items	-	-	-	789	-	-	-	-	-	-	789
Inventory	(4,102)	397	-	-	-	-	-	-	-	237	(3,468)
Accounts payable	366,189	150,250	9,521	(21,658)	39,210	-	10,749	(31,139)	-	(1,002)	522,120
Deferred outflows OPEB	1,347	(272)	(72,760)	-	(42)	-	(69,731)	-	-	274	(141,184)
Due to other funds	(944)	-	-	-	-	6,000	-	-	-	40,408	45,464
Due to employees	5,287	10,479	(3,166)	(16,473)	1,334	-	4,270	-	-	1,696	3,427
Refundable deposits	-	-	-	(29,009)	-	-	-	-	30,700	-	1,691
Total OPEB liability	(315,003)	(136,501)	70,099	-	(6,020)	-	68,770	-	-	(68,494)	(387,149)
Accrued compensated absences	25,045	24,708	(24,278)	(24,899)	5,739	-	27,681	-	-	4,773	38,769
Deferred inflows OPEB	216,230	49,039	(12,173)	-	580	-	(7,050)	-	-	46,023	292,649
Net cash provided by (used in) operating activities	$ 2,769,079	$ 2,719,815	$ 1,553,553	$ 14,325	$ 98,443	$ 66	$ 84,599	$ (72,294)	$ 29,262	$ 19,017	$ 7,215,865
Noncash activities:											
Contributed capital assets - from governmental funds	$ 306,949	$ 273,038	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,700	$ 590,687

Combining Statement of Net Position– Internal Service Funds – June 30, 2019

	Public Works Administration	Fleet Services Fund	Surplus Property Fund	Risk Management Fund	L & H Benefits Fund	Worker's Comp Fund	Totals
ASSETS							
Current assets:							
Cash and cash equivalents	$ 187,619	$ 233,412	$ 228,530	$ 814,249	$ 1,040,680	$ 1,587,873	$ 4,092,363
Investments	163,387	203,266	193,642	728,691	931,330	1,421,026	3,641,342
Receivables:							
Accounts receivable	-	-	1,022	5,127	54,050	22,075	82,274
Accrued interest receivable	-	-	-	2,020	2,582	3,940	8,542
Due from other funds	3	2,321	-	-	-	-	2,324
Inventories	-	61,963	-	-	-	-	61,963
Total current assets	351,009	500,962	423,194	1,550,087	2,028,642	3,034,914	7,888,808
Non-current assets:							
Capital Assets:							
Non-depreciable	-	-	-	-	-	-	-
Depreciable, net of accumulated depreciation	117,636	717,065	88,092	-	-	-	922,793
Total non-current assets	117,636	717,065	88,092	-	-	-	922,793
Total assets	468,645	1,218,027	511,286	1,550,087	2,028,642	3,034,914	8,811,601
DEFERRED OUTFLOW OF RESOURCES							
Deferred amount related to OPEB	16,977	22,330	1,051	12,892			53,250
LIABILITIES							
Current liabilities:							
Accounts payable and accrued liabilities	-	90,829	939	18,511	134,877	30,217	275,373
Claims liability	-	-	-	173,000	257,234	561,000	991,234
Wages payable	33,029	36,725	1,183	8,698	1,967	-	81,602
Due to other funds	-	-	325,038	-	-	-	325,038
Accrued compensated absences	61,051	41,123	1,597	13,567	458	-	117,796
Total current liabilities	94,080	168,677	328,757	213,776	394,536	591,217	1,791,043
Non-current liabilities:							
Accrued compensated absences	122,102	82,246	3,195	27,134	916	-	235,593
Total OPEB liability	407,012	563,596	26,585	103,681	-	-	1,100,874
Claims liability	-	-	-	312,000	-	916,000	1,228,000
Total non-current liabilities	529,114	645,842	29,780	442,815	916	916,000	2,564,467
Total liabilities	623,194	814,519	358,537	656,591	395,452	1,507,217	4,355,510
DEFERRED INFLOW OF RESOURCES							
Deferred amount related to OPEB	66,030	57,369	2,647	7,487			133,533
NET POSITION							
Net investment in capital assets	117,635	717,065	88,092	-	-	-	922,792
Unrestricted (deficit)	(321,237)	(348,596)	63,061	898,901	1,633,190	1,527,697	3,453,016
Total net position	$ (203,602)	$ 368,469	$ 151,153	$ 898,901	$ 1,633,190	$ 1,527,697	$ 4,375,808

Combining Statement of Revenues, Expenses and Changes in Net Position – Internal Service Funds – Year Ended June 30, 2019

	Public Works Administration	Fleet Services Fund	Surplus Property Fund	Risk Management Fund	L & H Benefits Fund	Worker's Comp Fund	Totals
OPERATING REVENUES							
Charges for services	$ 998,750	$ 2,437,011	$ 44,803	$ 853,854	$ 5,856,347	$ 1,011,000	$ 11,201,765
Miscellaneous	-	2,120	10,176	17,792	254,906	31,790	316,784
Total operating revenues	998,750	2,439,131	54,979	871,646	6,111,253	1,042,790	11,518,549
OPERATING EXPENSES							
Personal services	841,045	840,735	32,119	184,044	35,436	-	1,933,379
Materials and supplies	3,304	1,376,778	853	6,473	-	-	1,387,408
Other services and charges	120,388	86,837	8,206	989,584	10,578	-	1,215,593
Insurance claims and expenses	-	-	-	-	6,181,476	444,553	6,626,029
Depreciation and amortization	11,175	61,122	6,449	-	-	-	78,746
Total operating expenses	975,912	2,365,472	47,627	1,180,101	6,227,490	444,553	11,241,155
Operating income (loss)	22,838	73,659	7,352	(308,455)	(116,237)	598,237	277,394
NON-OPERATING REVENUES							
Investment income	7,957	7,909	8,189	98,820	126,290	162,752	411,917
Gain (loss) on capital asset disposal	-	(1,283)	-	-	-	-	(1,283)
Total non-operating revenue	7,957	6,626	8,189	98,820	126,290	162,752	410,634
Income (loss) before transfsers	30,795	80,285	15,541	(209,635)	10,053	760,989	688,028
Transfers in	-	-	-	-	125,312	-	125,312
Transfers out	-	-	-	-	-	-	-
Change in net position	30,795	80,285	15,541	(209,635)	135,365	760,989	813,340
Total net position - beginning	(234,397)	288,184	135,612	1,108,536	1,497,825	766,708	3,562,468
Total net position - ending	$ (203,602)	$ 368,469	$ 151,153	$ 898,901	$ 1,633,190	$ 1,527,697	$ 4,375,808

Combining Statement of Cash Flows – Internal Service Funds – Year Ended June 30, 2019

	Public Works Administration	Fleet Services Fund	Surplus Property Fund	Risk Management Fund	L & H Benefits Fund	Worker's Comp Fund	Totals
CASH FLOWS FROM OPERATING ACTIVITIES							
Receipts from customers	$ 998,750	$ 2,439,131	$ 57,618	$ 897,500	$ 6,096,721	$ 1,020,715	$ 11,510,435
Payments to suppliers	(123,692)	(1,442,985)	(8,686)	(4,008)	(10,578)	-	(1,589,949)
Payments to employees	(855,204)	(849,442)	(32,418)	(167,313)	(34,670)	-	(1,939,047)
Claims and benefits paid	-	-	-	(886,584)	(6,209,978)	(624,829)	(7,721,391)
Payment from (to) other funds	-	(2,122)	57,589	-	-	-	55,467
Net cash provided by (used in) operating activities	19,854	144,582	74,103	(160,405)	(158,505)	395,886	315,515
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES							
Operating transfers in	-	-	-	-	125,312	-	125,312
Net cash provided by noncapital financing activities	-	-	-	-	125,312	-	125,312
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES							
Capital assets purchased	-	(14,195)	-	-	-	-	(14,195)
Net cash provided by (used in) capital and related financing activities	-	(14,195)	-	-	-	-	(14,195)
CASH FLOWS FROM INVESTING ACTIVITIES							
Sale of investments	86,162	27,124	67,348	552,400	551,759	513,420	1,798,213
Interest and dividends	7,957	7,909	8,189	79,555	125,371	161,060	390,041
Net cash provided by investing activities	94,119	35,033	75,537	631,955	677,130	674,480	2,188,254
Net increase in cash and cash equivalents	113,973	165,420	149,640	471,550	643,937	1,070,366	2,614,886
Balances - beginning of year	73,646	67,992	78,890	342,699	396,743	517,507	1,477,477
Balances - end of year	$ 187,619	$ 233,412	$ 228,530	$ 814,249	$ 1,040,680	$ 1,587,873	$ 4,092,363
Reconciliation to Statement of Net Position:							
Cash and cash equivalents	$ 187,619	$ 233,412	$ 228,530	$ 814,249	$ 1,040,680	$ 1,587,873	$ 4,092,363
Total cash and cash equivalents	$ 187,619	$ 233,412	$ 228,530	$ 814,249	$ 1,040,680	$ 1,587,873	$ 4,092,363
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:							
Operating income (loss)	$ 22,838	$ 73,659	$ 7,352	$ (308,455)	$ (116,237)	$ 598,237	$ 277,394
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:							
Depreciation expense	11,175	61,122	6,449	-	-	-	78,746
Change in assets and liabilities:							
Receivables, net	-	-	2,639	25,854	(14,532)	(22,075)	(8,114)
Due from other funds	-	(2,122)	-	-	-	-	(2,122)
Inventory	-	(1,811)	-	-	-	-	(1,811)
Deferred outflows OPEB	69	(154)	(7)	9,326	-	-	9,234
Accounts payable	-	22,441	373	2,465	(17,333)	2,724	10,670
Claims liability	-	-	-	103,000	(11,169)	(183,000)	(91,169)
Due to employees	(5,263)	596	73	(621)	116	-	(5,099)
Due to other funds	-	-	57,589	-	-	-	57,589
Total OPEB liability	(45,084)	(24,590)	(1,094)	9,110	-	-	(61,658)
Accrued compensated absences	11,603	12,083	624	113	650	-	25,073
Deferred inflows OPEB	24,516	3,358	105	(1,197)	-	-	26,782
Net cash provided by (used in) operating activities	$ 19,854	$ 144,582	$ 74,103	$ (160,405)	$ (158,505)	$ 395,886	$ 315,515

Debt Service Coverage Schedule - Year Ended June 30, 2019

	2011A and 2019 Revenue Bonds
GROSS REVENUE AVAILABLE:	
Water revenue	$ 7,063,420
Wastewater revenue	8,044,029
Pledged sales tax	13,894,870
Investment income	534,694
Total Gross Revenue Available	29,537,013
OPERATING EXPENSES:	
Total Operating Expenses	10,020,017
Net Revenue Available for Debt Service	$ 19,516,996
Average Annual Debt Service	
2019 Revenue Bonds	$ 1,791,899
2011A Revenue Bonds	4,709,500
	$ 6,501,399
Computed Coverage	300%
Coverage Requirement	125%

STATISTICAL INFORMATION

General Government Expenditures by Function
Last Ten Fiscal Years

Fiscal Year	General Government	Public Safety	Streets	Health and Welfare	Culture & Recreation	Economic Development	Debt Services	Total
2009-10	$ 4,341,709	$ 25,474,931	$ 14,974,806	$ 1,491,596	$ 1,657,029	$ 4,648,669	$ 2,811,624	$ 55,400,364
2010-11	6,459,976	25,157,469	6,006,443	160,983	1,120,863	4,915,834	3,679,296	47,500,864
2011-12	5,423,037	27,570,275	3,702,871	629	1,989,113	4,813,173	3,745,698	47,244,796
2012-13	5,216,187	27,388,784	3,460,381	110,935	2,841,490	4,704,086	3,856,073	47,577,936
2013-14	6,972,885	27,386,699	4,382,912	463,886	2,112,589	5,028,554	3,753,029	50,100,554
2014-15	6,704,404	28,657,862	5,138,517	410,969	1,746,966	3,792,050	3,650,604	50,101,372
2015-16	7,714,835	27,494,864	4,865,569	755,691	2,037,909	4,644,064	3,505,294	51,018,226
2016-17	8,009,505	27,757,453	7,336,480	387,911	1,647,320	6,686,814	3,426,604	55,252,087
2017-18	8,766,825	28,544,968	3,800,063	441,065	1,797,029	58,846,663	19,166,464	121,363,077
2018-19	11,598,632	31,442,455	5,333,914	471,306	2,038,872	6,598,803	5,972,196	63,456,178

Governmental Revenues By Source
Last Ten Fiscal Years

Fiscal Year	Taxes		Intergov-ernmental	Licenses & Permits	Charges for Services	Fines & Forfeitures	Investment Income	Misc Revenues	Total
2009-10	$ 33,166,047		$ 4,906,373	$ 385,949	$ 2,066,991	$ 1,878,424	$ 6,582,036	$ 2,445,317	$ 51,431,137
2010-11	33,566,216		6,440,504	395,511	2,193,602	2,001,322	14,546,261	552,201	59,695,617
2011-12	36,586,145	*	5,462,968	330,553	2,636,087	2,170,041	2,749,217	742,978	50,677,989
2012-13	39,796,809		5,205,283	392,512	2,249,961	1,960,694	10,846,574	1,492,193	61,944,026
2013-14	40,546,435		5,668,145	304,395	2,545,726	1,976,580	15,736,403	2,367,115	69,144,799
2014-15	39,781,445		5,543,732	349,439	3,662,747	2,045,294	8,377,665	2,381,400	62,141,722
2015-16	40,296,979		5,367,958	567,942	4,259,051	1,971,146	3,546,362	1,938,936	57,948,374
2016-17	37,327,650		5,011,809	504,832	4,564,074	1,581,638	13,120,184	2,856,002	64,966,189
2017-18	41,659,607	**	4,812,098	589,264	5,412,604	1,428,723	13,120,759	2,177,963	69,201,018
2018-19	46,376,451		6,698,979	725,993	8,027,000	1,364,493	11,671,810	2,240,169	77,104,895

* A new sales/use Tax became effective January 1, 2012 changing the rate from 3.3 to 3.85
** A new sales/use Tax became effective January 1, 2018 changing the rate from 3.85 to 4.60

Assessed Value of Taxable Property
Last Ten Fiscal Years

Fiscal Year	Real Property	Personal Property	Public Service Property	Veteran and Homestead Exemption	Total Actual Assessed Value	Total Actual Estimated Actual Value	Ratio of Total Assessed Value to Total Estimated Actual Value
2010	$ 252,013,094	$ 27,856,671	$ 13,374,321	$ 10,453,302	$ 278,216,075	$ 2,529,237,045	11%
2011	258,517,927	27,728,562	13,697,571	15,338,968	284,605,074	2,587,318,855	11%
2012	259,775,001	27,954,136	13,431,063	15,275,338	285,884,862	2,598,953,291	11%
2013	263,908,805	28,917,523	11,834,175	15,286,274	289,374,229	2,630,674,809	11%
2014	267,452,466	28,135,094	11,407,389	15,250,420	291,744,529	2,652,222,991	11%
2015	272,926,268	26,469,753	11,878,425	15,244,120	296,030,326	2,691,184,782	11%
2016	283,028,134	25,089,341	11,544,013	15,602,335	304,059,153	2,764,174,118	11%
2017	296,756,210	35,937,171	13,524,628	16,061,439	330,156,570	3,001,423,364	11%
2018	309,104,061	35,772,442	13,613,786	16,492,553	341,997,736	3,109,070,327	11%
2019	320,771,362	36,281,363	13,177,361	17,435,901	352,794,185	3,207,219,864	11%

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

Fiscal Year	City Sinking Fund	MWC Schools	Rose State College	Oklahoma County	Total Midwest City Resident	Choctaw Schools	Total Midwest City Resident	OKC Schools	Total Midwest City Resident
2010	6.81	65.60	17.32	24.27	114.00	69.41	117.81	58.70	107.10
2011	6.62	64.64	17.18	24.06	112.50	70.22	118.08	62.09	109.95
2012	6.09	66.55	17.10	23.97	113.71	72.49	119.65	59.29	106.45
2013	5.78	64.98	17.02	23.87	111.65	76.19	122.86	60.39	107.06
2014	5.44	70.32	20.33	23.58	119.67	76.18	125.53	59.36	108.71
2015	5.18	71.03	19.88	23.72	119.81	76.17	124.95	59.71	108.49
2016	0.96	70.64	19.65	23.81	115.06	76.17	120.59	59.36	103.78
2017	0.92	65.54	19.21	23.28	108.95	76.16	119.57	59.36	102.77
2018	0.94	66.72	18.92	23.64	110.22	76.15	119.65	58.84	102.34
2019	8.08	67.38	18.54	23.49	117.49	76.15	126.26	58.76	108.84

Computation of Legal Debt Margin
June 30, 2019

Net assessed valuation	$352,794,185
Debt limit (a)	$35,279,419
Applicable bonds outstanding	$24,400,000
Legal debt margin	$10,879,419

(a) Article 10, Section 26 of the Constitution of the State of Oklahoma limits municipal debt to 10% of net assessed valuation for certain types of general obligation bonds.

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

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

Fiscal Year	Principal	Interest (1)	Total Debt Service	Total General Governmental Expenditures	Ratio of Debt Service to Government Expenditures
2009-10	$ 1,400,000	$ 569,623	$ 1,969,623	$ 55,400,364	3.56%
2010-11	1,400,000	503,685	1,903,685	47,500,864	4.01%
2011-12	1,400,000	437,342	1,837,342	47,244,796	3.89%
2012-13	1,400,000	370,754	1,770,754	47,577,936	3.72%
2013-14	1,400,000	304,167	1,704,167	50,100,554	3.40%
2014-15	1,400,000	259,975	1,659,975	50,101,372	3.31%
2015-16	1,400,000	190,700	1,590,700	51,018,226	3.12%
2016-17	1,400,000	121,425	1,521,425	57,389,574	2.65%
2017-18	325,000	51,750	376,750	121,363,077	0.31%
2018-19	325,000	38,913	363,913	63,456,178	0.57%

(1) Excludes bond issuance and other costs

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

Fiscal Year	Population	Assessed Value	Gross Bonded Debt	Less Debt Service Money Available	Net Bonded Debt	Ratio of Net Bonded Debt to Assessed Value	Net Bonded Debt Per Capita
2009-10	54,088	$ 278,216,075	$ 11,100,000	$ 1,500,619	$ 9,599,381	3.45%	177
2010-11	54,371	284,605,074	9,700,000	1,504,457	8,195,543	2.88%	151
2011-12	54,371	285,884,862	8,300,000	1,551,565	6,748,435	2.36%	124
2012-13	54,371	289,374,229	6,900,000	1,428,884	5,471,116	1.89%	101
2013-14	54,371	291,744,529	5,500,000	1,373,216	4,126,784	1.41%	76
2014-15	54,371	296,030,326	4,100,000	1,364,980	2,735,020	0.92%	50
2015-16	54,371	304,059,153	2,700,000	1,392,720	1,307,280	0.43%	24
2016-17	54,371	330,156,570	1,300,000	189,868	1,110,132	0.34%	20
2017-18	54,371	341,997,736	975,000	131,132	843,868	0.25%	16
2018-19	54,371	352,794,185	37,900,000	591,553	37,308,447	10.58%	686

Revenue Bond and Note Coverage
Last Ten Fiscal Years

Fiscal Year	Gross Revenues	Direct Operating Expenses	Net Revenue Available for Debt Service	Average Annual Debt Service	Debt Service Coverage
2009-10	$ 14,822,864	$ 7,867,225	$ 6,955,639	$ 2,000,344	3.48
2010-11	15,207,582	8,004,126	7,203,456	2,000,344	3.60
2011-12	17,702,453	8,669,659	9,032,794	6,517,879	1.39
2012-13	27,258,461	9,443,537	17,814,924	6,517,879	2.73
2013-14	28,567,824	9,583,902	18,983,922	6,517,879	2.91
2014-15	28,465,993	9,581,604	18,884,389	6,517,879	2.70
2015-16	28,685,573	11,425,998	17,259,575	6,517,879	2.65
2016-17	28,580,650	9,823,029	18,757,621	6,517,879	2.88
2017-18	28,790,824	9,797,575	18,993,249	6,517,879	2.91
2018-19	29,537,013	10,020,017	19,516,996	6,501,399	3.00

Demographic Statistics

Year	Population	Population Percent Change
1950	10,166	0.00%
1960	36,058	254.69%
1970	48,212	33.71%
1980	49,559	2.79%
1990	52,267	5.46%
2000	54,088	3.48%
2010	54,371	0.50%

Population is taken from US Census conducted every 10 years.

New Construction
Last Ten Fiscal Years

	Commercial Construction		Residential Construction		
Fiscal Year	Number of Units	Value	Number of Units	Value	Total Construction
2009-10	184	$ 11,614,006	457	$ 18,846,251	$ 30,460,257
2010-11	98	14,052,174	203	23,937,338	37,989,512
2011-12	28	97,003,650	237	20,332,200	117,335,850
2012-13	27	54,561,650	120	19,020,411	73,582,061
2013-14	8	6,398,000	69	11,878,466	18,276,466
2014-15	15	6,748,210	103	16,365,722	23,113,932
2015-16	26	69,362,500	126	23,727,017	93,089,517
2016-17	14	22,360,831	94	14,092,784	36,453,615
2017-18	195	26,137,283	19	28,127,450	54,264,733
2018-19	32	48,395,772	160	23,481,840	71,877,612

Miscellaneous Statistics
June 30, 2019

Date of Incorporation	1943
Form of government	Council-manager
Square miles in city limits	24.37
Miles of streets	794.38 Lane miles
Education	
Number of primary schools	8
Number of secondary schools	3
Number of High schools	2
Number of colleges	1
Police Protection	
Number of officers	95
Fire Protection	
Number of stations	6
Number of headquarters	1
Number of personnel per shift	26
Public Works	
Water storage capacity (millions of gallons)	9.5
Miles of water lines	308.5
Miles of sanitary sewer lines	288

Miscellaneous Statistics, Continued
June 30, 2019

City Employees

Fiscal Year	Full Time Government	Full Time Hotel/Conference Center
2009-10	502	60
2010-11	494	62
2011-12	493	62
2012-13	491	-
2013-14	489	-
2014-15	477	-
2015-16	472	-
2016-17	470	-
2017-18	471	-
2018-19	478	-

Miscellaneous Statistics, Continued
June 30, 2019
City Water Usage (Gallons)

Fiscal Year	Annual Usage	Average Daily Usage
2009-10	1,910,755,000	5,234,945
2010-11	1,953,204,878	5,351,246
2011-12	2,025,176,197	5,548,428
2012-13	1,902,831,000	5,213,236
2013-14	1,699,549,985	4,656,301
2014-15	1,604,378,570	4,395,558
2015-16	1,778,171,000	4,871,701
2016-17	2,193,795,000	6,010,397
2017-18	1,993,392,000	5,461,348
2018-19	1,695,978,000	4,646,515

RSM US LLP

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December 27, 2019

City Council and Management
City of Midwest City, Oklahoma

This letter is to inform the City Council of the City of Midwest City about significant matters related to the conduct of our audit as of and for the year ended June 30, 2019, so that it can appropriately discharge its oversight responsibility and we comply with our professional responsibilities.

The following summarizes various matters that must be communicated to you under auditing standards generally accepted in the United States of America.

The Respective Responsibilities of the Auditor and Management
Our responsibility under auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States have been described to you in our arrangement letter dated July 31, 2019. The audit of the financial statements does not relieve management or those charged with governance of their responsibilities, which are also described in that letter.

Overview of the Planned Scope and Timing of the Financial Statement Audit
We have issued a separate communication dated July 31, 2019 regarding the planned scope and timing of our audit and have discussed with you our identification of, and planned audit response to, significant risks of material misstatement.

Significant Accounting Practices, Including Policies, Estimates and Disclosures
Under generally accepted accounting principles, in certain circumstances, management may select among alternative accounting practices. In our view, in such circumstances, management has selected the preferable accounting practice. Management has the ultimate responsibility for the appropriateness of the accounting policies used by the City.

We did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

The following is a list of the significant estimates which you may wish to monitor for your oversight responsibilities of the financial reporting process:

- Allowance for doubtful accounts
- Depreciable life of capital assets
- Net pension liability (NPL) assumptions
- Fair value of investments
- Other post-employment benefits (OPEB) liability

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- Worker's compensation, healthcare and other risk management liabilities

Audit Adjustments
Management corrected the following material misstatements that were identified as a result of our audit procedures:

	Effect—Debit (Credit)				
Description	Assets	Liabilities	Net Position	Revenue	Expense
To record adjustment for accrued construction in progress that was related to subsequent year	$ (164,000)	$ 164,000	$ -	$ -	$ -
	$ -	$ -	-	$ -	$ -
Current year effect on net position			-		
Total			$ -		

Uncorrected Misstatements
We are not aware of any uncorrected misstatements other than misstatements that are clearly trivial.

Internal Control Matters
We have issued our report dated December 27, 2019, on internal controls over financial reporting and compliance and other matters, as required by *Government Auditing Standards*. That report is attached to this letter, and will also be filed with the Oklahoma State Auditor & Inspector's office upon acceptance by the City Council.

Disagreements with Management
We encountered no significant difficulties with management over the application of significant accounting principles, the basis of management's judgments on any significant matters, the scope of the audit or significant disclosures to be included in the financial statements.

Consultation With Other Accountants
We are not aware of any consultations management had with other accountants about accounting or auditing matters, other than those services provided by Crawford and Associates to prepare the year end financial statements.

Significant Issues Discussed with Management
No significant issues arising from the audit were discussed or were the subject of correspondence with management.

Difficulties Encountered in Performing the Audit
We did not encounter any significant difficulties in dealing with management during the audit.

Management Representations
Attached are copies of the management representation letters for the financial statement audit.

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

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

RSM US LLP

RSM US LLP

Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Independent Auditors' Report

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Midwest City, Oklahoma, (the City) as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 27, 2019.

Internal Control Over Financial Reporting
In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

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

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

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

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

RSM US LLP

Oklahoma City, Oklahoma
December 27, 2019

THE CITY OF MIDWEST CITY

December 27, 2019

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

This representation letter is provided in connection with your audit of the basic financial statements of the City of Midwest City, Oklahoma (the City) as of and for the year ended June 30, 2019 for the purpose of expressing an opinion on whether the financial statements are presented fairly, in all material respects in accordance with accounting principles generally accepted in the United States (U.S. GAAP).

We confirm, to the best of our knowledge and belief, as of December 27, 2019:

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit arrangement letter dated July 31, 2019, for the preparation and fair presentation of the financial statements referred to above in accordance with U.S. GAAP.

2. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.

4. Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable and reflect our judgment based on our knowledge and experience about past and current events and our assumptions about conditions we expect to exist and courses of action we expect to take.

5. Related party transactions and interfund transactions, including interfund accounts and advances receivable and payable, sale and purchase transactions, interfund transfers, long-term loans, leasing arrangements and guarantees, have been recorded in accordance with the economic substance of the transaction and appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.

6. There were no events subsequent to the date of the financial statements for which U.S. GAAP requires adjustment or disclosure.

7. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.

8. There are no unasserted claims or assessments that our lawyer has advised us are probable of assertion and must be disclosed in accordance with Statement of Financial Accounting Standards No.5 and/or GASB Statement No.10.

9. We have no direct or indirect, legal or moral obligation for any debt of any organization, public or private, or to special assessment bond.

10. We have complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance. In connection therewith, we specifically represent that we are responsible for determining that we are not subject to the requirements of the Single Audit Act because we have not received, expended or otherwise been the beneficiary of the required amount of federal awards during the period of this audit.

11. The City has satisfactory title to all owned assets.

12. Net positions (net investment in capital assets; restricted; and unrestricted) and fund balances are properly classified and when applicable, approved.

13. Expenses or expenditures have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.

14. Revenues are appropriately classified in the statements of activities within program revenues and general revenues.

15. Capital assets, including infrastructure assets, are properly capitalized, reported, and depreciated.

16. We agree with the findings of the actuary specialists used by the City of Midwest, Oklahoma Firefighters Pension and Retirement System (the OFPRS), and Oklahoma Police Pension and Retirement System (the OPPRS) in evaluating the assumptions and financial amounts related to the defined benefit plans and have adequately considered the qualifications of the specialists in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the specialists.

17. We have no knowledge of any uncorrected misstatements in the financial statements.

Information Provided

1. We have provided you with:

    a. Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;

    b. Additional information that you have requested from us for the purpose of the audit;

    c. Unrestricted access to persons within the City from whom you determined it necessary to obtain audit evidence.

    d. Minutes of the meetings of the governing boards and committees, or summaries of actions of recent meetings for which minutes have not yet been prepared.

2. All transactions have been recorded in the accounting records and are reflected in the financial statements.

3. We have disclosed to you the results of our assessment of risk that the financial statements may be materially misstated as a result of fraud.

4. We have no knowledge of allegations of fraud or suspected fraud, affecting the City's financial statements involving:

   a. Management.

   b. Employees who have significant roles in the internal control.

   c. Others where the fraud could have a material effect on the financial statements.

5. We have no knowledge of any allegations of fraud or suspected fraud affecting the City's financial statements received in communications from employees, former employees, analysts, regulators, or others.

6. We have no knowledge of noncompliance or suspected noncompliance with laws and regulations whose effects were considered when preparing financial statements.

7. We have disclosed to you all known actual or possible litigation and claims whose effects should be considered when preparing the financial statements.

8. We have disclosed to you the identity of the City's related parties and all the related-party relationships and transactions of which we are aware.

9. We are aware of no significant deficiencies or material weaknesses in the design or operation of internal controls that could adversely affect the City's ability to record, process, summarize and report financial data.

10. We are aware of no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.

Supplementary Information

1. With respect to supplementary information presented in relation to the financial statements as a whole:

   a. We acknowledge our responsibility for the presentation of such information.

   b. We believe such information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America.

   c. The methods of measurement have not changed from the prior period.

   d. Underlying significant assumptions or interpretations regarding the measurement or presentation of such information are disclosed in the financial statements.

   e. When supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

2. With respect to the required supplementary information presented as required by the Governmental Accounting Standards Board to supplement the basic financial statements:

   a. We acknowledge our responsibility for the presentation of such required supplementary information.

   b. We believe such required supplementary information is measured and presented in accordance with guidelines prescribed by accounting principles generally accepted in the United States of America and/or budgetary accounting principles as described in the financial statements.

   c. The methods of measurement or presentation have not changed from those used in the prior period.

   d. Underlying significant assumptions or interpretations regarding the measurement or presentation of such information are disclosed in the financial statements, including the notes to the required supplementary information.

Compliance Considerations

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

   a. Is responsible for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework.

   b. Is responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to the auditee.

   c. Is not aware of any instances that have occurred, or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.

   d. Is not aware of any instances that have occurred, or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that have a material effect on the determination of financial statement amounts.

   e. Is not aware of any instances that have occurred, or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.

   f. Is responsible for the design, implementation and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

   g. Acknowledges its responsibility for the design, implementation and maintenance of internal controls to prevent and detect fraud.

   h. Has a process to track the status of audit findings and recommendations.

   i. Has identified for the auditor that there are no previous audits, attestation engagements, and other studies related to the audit objectives.

2. During the course of your audit, you may have accumulated records containing data which should be reflected in our books and records. All such data have been so reflected. Accordingly, copies of such records in your possession are no longer needed by us.

City of Midwest City, Oklahoma

Tim Lyon,
City Manager

Vaughn Sullivan,
Assistant City Manager

Christy Barron,
Finance Director

Frank Chen,
Deputy Finance Director

MIDWEST CITY

Where the Spirit Flies High

NEW BUSINESS/ PUBLIC DISCUSSION

MIDWEST CITY

Where the Spirit Flies High

EXECUTIVE SESSION

City Attorney
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1203

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Heather Poole, City Attorney

DATE: January 28, 2020

RE: Discussion and consideration of entering into executive session as allowed under 25 O.S., § 307(B)(4) to discuss pending claims or actions where public body, at the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claims or conduct pending litigation or proceedings in the public interest; and 2) in open session authorizing the City Manager to proceed as discussed in executive session.

Appropriate information will be provided during executive session.

Heather Poole
City Attorney

MIDWEST CITY
OKLAHOMA

City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1203

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Tim Lyon City Manager

DATE: January 28, 2020

RE: Discussion and consideration of entering into executive session as allowed under 25 O.S., § 307(B)(3) to discuss the purchase or appraisal of real property; and 2) in open session authorizing the City Manager to proceed as discussed in executive session.

Appropriate information will be provided during executive session.

Tim Lyon
City Manager

MIDWEST CITY

Where the Spirit Flies High

FURTHER INFORMATION

Notice of regular Midwest City Planning Commission meetings in 2020 was filed for the calendar year with the Midwest City Clerk prior to December 15, 2019 and copies of the agenda for this meeting were posted at City Hall at least 24 hours in advance of the meeting.

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

January 7, 2020 - 7:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on January 7, 2020 at 7:00 p.m., with the following members present:

Commissioners present:	Stan Greil Russell Smith Dee Collins Jim Smith Jim Campbell Jess Huskey
Commissioner absent:	Dean Hinton
Staff present:	Billy Harless, Community Development Director Kellie Gilles, Current Planning Manager Sarah Steward, Associate Current Planner

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

A. CALL TO ORDER – Roll Call

Commissioner Huskey: Present
Commissioner Campbell: Present
Commissioner Hinton: Absent
Chairman Greil: Present
Commissioner R. Smith: Present
Commissioner Collins: Present
Commissioner J. Smith: Present

B. MINUTES

1. Motion was made by R. Smith, seconded by Campbell, to approve the minutes of the December 3, 2019 Planning Commission meeting as presented. Voting aye: Collins, J. Smith, Campbell, R. Smith and Greil. Nay: none. Abstain: Huskey. Motion carried.

DRAFT

C. NEW MATTERS:

1. **(PC-2037) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit to allow the use of Eating Establishment: Sit-Down, Alcoholic Beverages Permitted in the C-3, Community Commercial district, for the property described as a part of the NE/4 of Section 4 T11N, R2W, located at 307 S. Air Depot Blvd.**

Staff presented a brief overview of this item. The applicant, Daryl Ljunghammer, of 4100 Newberg Dr., Choctaw, OK, was present. There was general discussion about the item. Rick Lewis of 400 S. Highland was present and expressed concerns about the status of Air Depot and the mall. Tyler Ljunghammer of 3516 Meadowbrook discussed the current and proposed business plans for Open Flame Coffee. There was additional general discussion. A motion was made by Huskey, seconded by Collins, to recommend approval of this item subject to staff comments. Voting aye: J. Smith, Collins, R. Smith, Greil, Campbell and Huskey. Voting nay: none. Motion carried.

2. **(PC-2038) Public hearing with discussion and consideration of a request to rename the street Dik-Dik to Oryx.**

Staff presented a brief overview of this item. The applicant, Duana Newcomb of 6601 Sable was present. There was general discussion about the item. A motion was made by Campbell, seconded by J. Smith to recommend approval of this item. Voting aye: Campbell, Greil, R. Smith, Collins, J. Smith and Huskey. Voting nay: none. Motion carried.

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

D. PUBLIC DISCUSSION: None.

E. FURTHER INFORMATION: None

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

The meeting adjourned at 7:29 p.m.

_____

Stan Greil - Chairman
(KG)

DRAFT

Midwest City

	BUILDING REPORT		Dec-2019
12	INDIVIDUAL RESIDENCES	$	1,831,500.00
	DUPLEXES		
	APARTMENTS REMODEL/NEW		
	CONDOMINIUMS/TOWNHOUSE/APARTMENTS **(STUDENT HOUSING)**		
	PRIVATE GARAGES		
2	RESIDENTIAL REPAIR & EXPANSION	$	45,000.00
17	FENCES	$	39,762.00
1	SWIMMING POOLS/HOT TUBS	$	46,000.00
2	CARPORTS	$	10,400.00
	PATIO COVER		
	PERSONAL STORAGE UNIT		
1	ACCESSORY BLDG.	$	2,000.00
2	STORM SHELTER	$	4,900.00
2	DEMOLITION	$	2,800.00
16	DRIVE WAY		
	HOUSE RELOCATE (MOVE IN) / HOUSE MOVING (OUT)		
2	RETAINING WALL	$	5,000.00
15	ROOF	$	150,025.00
	TOTAL VALUE OF RESIDENTIAL		**$2,137,387.00**
	INDUSTRIAL AND COMMERCIAL:		
	NEW BUSINESS STRUCTURES		
5	BUSINESS STRUCTURES REPAIRED/ EXPANDED	$	84,100.00
1	SMALL WIRELESS FACILITIES		
10	SIGNS	$	37,000.00
	DEMOLITION		
	TENANT FINISH		
	POOLS		
	CANOPY/COVERED PARKING/PATIO COVER		
14	FENCE	$	18,525.00
	TENTS / SEASONAL BUILDINGS / REVOCABLE		
	DRIVE WAY/ PARKING LOT		
1	RETAINING WALL	$	28,000.00
	ROOF		
	TOTAL VALUE OF INDUSTRIAL/ COMMERCIAL BUILDINGS		**$167,625.00**
	PUBLIC AND SEMI PUBLIC		
	NEW SCHOOL STRUCTURES		
	SCHOOL STRUCTURE REPAIR/ EXPANDED		
	SCHOOL STRUCTURE MOVED IN		
	SIGNS		
	NEW CHURCH		
	NEW CHURCHES (REMODEL EXISTING SPACE)		
	ACCESSORY BLDG.		
	CHURCH GARAGE		
	CHURCH REPAIR/ EXPANDED		
	NEW HOSPITAL STRUCTURE		
	HOSPITAL STRUCTURE REPAIR / EXPANDED		
	CITY PROPERTY REPAIR		
1	CITY PROPERTY NEW	$	2,400,000.00
	DEMOLITIONS		
	DRIVE WAY PARKING LOT		
	ROOF		
	TOTAL VALUE OF PUBLIC AND SEMI-PUBLIC BUILDINGS		**$2,400,000.00**
	GRAND TOTAL VALUE OF BUILDING PERMITS ISSUED		**$6,895,899.00**

100 NORTH MIDWEST BLVD- MIDWEST CITY, OKLAHOMA
Community Development
405 739-1210

NEW SINGLE RESIDENTIAL BUILDING PERMITS

Dec-2019

ADDRESS	BUILDER/CONTRACTOR	PERMIT #		VALUE
10540 SE 23RD ST	HOME CREATIONS INC	19	2288	$119,500.00
12624 CHAMPOLI CT	IDEAL HOMES	19	2249	$130,000.00
13201 SAWTOOTH OAK RD	IDEAL HOMES	19	2361	$161,000.00
13211 SAWTOOTH OAK RD	IDEAL HOMES	19	2319	$139,000.00
2101 SNAPPER LN	HOME CREATIONS INC	19	2070	$115,000.00
2228 CHAMPOLI DR	IDEAL HOMES	19	2318	$133,000.00
2243 CHAMPOLI DR	IDEAL HOMES	19	2340	$94,000.00
2412 FOREST GLEN DR	SWM AND SONS	19	2120	$286,000.00
2500 POST OAK RD	IDEAL HOMES	19	2124	$171,000.00
2501 POST OAK RD	IDEAL HOMES	19	2295	$162,000.00
2504 POST OAK RD	IDEAL HOMES	19	2125	$165,000.00
2505 POST OAK RD	IDEAL HOMES	19	2200	$156,000.00

NEW DUPLEX RESIDENTIAL BUILDING PERMITS

ADDRESS	BUILDER/CONTRACTOR	PERMIT #	VALUE

DEMOLITION or MOVE

ADDRESS	CONTRACTOR	PERMIT #		VALUE
413 ACRES RD	STRICKLAND, ANTHONY	19	2152	$1,000.00
9626 SE 6TH ST	K&M WRECKING	19	2343	$1,800.00

REPLACE EXISTING ROOF

ADDRESS	CONTRACTOR	PERMIT #		VALUE
108 W MICHAEL DR	PARKER BROTHERS (ESCROW)	19	2306	$9,800.00
11708 MARK ST	PATRIOT ROOFING	19	2338	$25,000.00
1501 PATRICIA DR	REYES ROOFING	19	2313	$0.00
1711 THOMPSON DR	PARKER BROTHERS (ESCROW)	19	2278	$12,500.00
2213 MAPLE DR	WRIGHT RESTRORATION	19	2397	$9,800.00
3108 GLENVALLEY DR	PARKER BROTHERS (ESCROW)	19	2451	$10,500.00
3413 RIDGEWOOD DR	J & M ROOFING & SUPPLY CO	19	2407	$13,000.00
400 E STEED DR	ROOF TECH OF OKLAHOMA	19	2420	$3,280.00
408 THREE OAKS DR	ELLIOTT ROOFING	19	2316	$16,145.00
417 MOISELLE DR	J & M ROOFING & SUPPLY CO	19	2368	$3,600.00
504 COUNTRY LN	SH VAUGHN CONSTRUCTION	19	2345	$10,000.00
512 W SILVERMEADOW DR	VAN DE STEEG & ASSOCIATES	19	2342	$10,000.00
9133 WHISPERING OAK DR	CANTRELL EXTERIORS FINISHES	19	2398	$9,400.00
9704 KENT DR	J & M ROOFING & SUPPLY CO	19	2367	$10,000.00
9711 NE 3RD PL	PARKER BROTHERS (ESCROW)	19	2307	$7,000.00

BUSINESS CERTIFICATE OF OCCUPANCY/CHANGE OF OWNERSHIP **Dec-2019**

ADDRESS	NAME OF BUSINESS	APPLICANT	PERMIT #	
1624 MIDTOWN PL A	NORMAN REGIONAL	NORMAN REGIONAL	19	2467
1636 MIDTOWN PL	CENTENNIAL HEALTH	CENTENNIAL HEALTH	19	2381
8303 NE 10TH ST	CHANGING NAME OF BUSINESS ONLY	DIANE LEE	19	2408
8600 NE 23RD ST	BROTHER'S MOTOR SALES LLC	MONTE WILLIAMS	19	2286
9110 HARMONY DR	ASCEND STUDIOS	JESSIE DOLEZEL	19	2457
9205 SE 15TH ST	METRO GROUP BROKERS	BETH ATKINSON	19	2406

INDUSTRIAL & COMMERCIAL BUILDINGS NEW

Dec-2019

ADDRESS	DESCRIPTION	EST. COST	CONTRACTOR OR OWNER	PERMIT #

REPAIR/ REMODEL/ADD ON

ADDRESS	DESCRIPTION	EST. COST	CONTRACTOR OR OWNER	PERMIT #	
1036 N DOUGLAS BLVD	DISPENSARY	$10,000.00	MARIE FONSECH	19	2087
1304 N KEY BLVD	DISPENSARY	$35,000.00	ATKINSON PROPERTIES	19	2088
2601 S DOUGLAS BLVD 170	COMB STE 170 AND 160	$20,000.00	JDF GRACE CONST INC	19	2110
7128 E RENO AVE A	ADDING WALLS	$1,100.00	EVERETTE DUBOSE	19	2360
8409 NE 10TH ST	remodel for a dispensary	$28,000.00	TERRY FRAZIER	19	1623

TENANT FINISH OR WHITE BOX

ADDRESS	DESCRIPTION	EST. COST	CONTRACTOR OR OWNER	PERMIT #

DEMOLITION

ADDRESS	VALUE

REPLACE EXISTING ROOF

ADDRESS	VALUE	CONTRACTOR	PERMIT #

PUBLIC & SEMI PUBLIC BUILDINGS **Dec-2019**

NEW

NEW	ADDRESS	DESCRIPTION	CONTRACTOR OR OWNER	EST. COST	PERMIT #	
	2905 WOODSIDE DR	NEW ANIMAL SERVICES FACILITY	JASON COFER	$2,400,000.00	19	2432

SEMI PUBLI BUILDING

REMODEL/ADD ON

REPAIR/ REMODEL	ADDRESS	DESCRIPTION	CONTRACTOR OR OWNER	EST. COST	PERMIT #

REPLACE EXISTING ROOF

ADDRESS	DESCRIPTION	VALUE	CONTRACTOR	PERMIT #

LOCATION / DESCRIPTION OF APPLICATION	NAME OF APPLICANT OR OWNER	PC# or BA#
part of the NE/4 of Section 8, T11N, R1W, and addressed as a part of 2101 S. Anderson Road	Mason Schwartz	PC-2028
a part of the SW/4 of Section 9 T11N, R2W, located at 6201 Tinker Diagonal.	Rose State College, Wayne Jones	PC-2033
part of the NW/4 of Section 9, T11N, R1W, of the Indian Meridian, Midwest City, OK	Bobby Christianson	PC-2034
part of the SW/4 of Section 35, T12N, R2W, addressed as 8485 E. Reno, 2901 Woodside Drive and 2905 Woodside Drive.	David Huff	PC-2035
part of the NE/4 of Section 27, T-12-N, R-2- W, located at 7900 NE 23RD Street.	Robert Coleman	PC-2036

STORM WATER QUALITY PERMITS Dec-2019

DATE	LOCATION / DESCRIPTION	NAME OF CONTRACTOR OR OWNER	PERMIT #

LAND DISTURBANCE PERMIT

DATE	LOCATION / DESCRIPTION	NAME OF CONTRACTOR OR OWNER	PERMIT #
12/17/2019	10901 SE 29TH ST	SALMON BILL H / MATT SALMON	19-2386

TOTAL RESIDENTIAL PERMITS 2017

MONTH	NO	ESTIMATED COST
JANUARY	7	$ 780,000.00
FEBRUARY	7	$ 868,900.00
MARCH	5	$ 1,690,824.00
APRIL	5	$ 534,000.00
MAY	13	$ 1,577,800.00
JUNE	13	$ 1,881,760.00
JULY	19	$ 2,909,000.00
AUGUST	11	$ 1,322,000.00
SEPTEMBER	8	$ 970,000.00
OCTOBER	12	$ 1,580,000.00
NOVEMBER	12	$ 2,176,000.00
DECEMBER	10	$ 1,656,000.00
TOTAL	**122**	**$ 17,946,284.00**

TOTAL RESIDENTIAL PERMITS 2018

MONTH	NO	ESTIMATED COST	
JANUARY	7	$ 1,477,000.00	
FEBRUARY	5	$ 652,000.00	
MARCH	23	$3,441,025.00	
			14 RESD $1,851,250.00
			11- 6 PLEX W/ Common $58,608.00
APRIL	26	$ 1,909,858.00	
MAY	32	$ 3,858,300.00	
JUNE	30	$ 4,186,100.00	
JULY	7	$ 709,400.00	
AUGUST	12	$ 1,847,800.00	
SEPTEMBER	16	$ 2,785,440.00	
OCTOBER	8	$ 1,018,500.00	
NOVEMBER	10	$ 1,200,000.00	
DECEMBER	19	$ 3,328,100.00	
TOTAL	**195**	**$ 26,413,523.00**	

TOTAL RESIDENTIAL PERMITS 2019

MONTH	NO	ESTIMATED COST	
JANUARY	2	$ 235,000.00	
FEBRUARY	11	$ 1,911,500.00	
MARCH	16	$ 2,472,200.00	
APRIL	22	$ 3,225,000.00	
			11 Single Family Homes $1,678,500.00
			1 RSC Student Housing $4,247,440.00
MAY	12	$ 1,678,500.00	
JUNE	25	$ 3,070,400.00	
JULY	13	$ 1,838,200.00	
AUGUST	12	$ 2,189,900.00	
SEPTEMBER	7	$ 1,236,857.00	
OCTOBER	15	$ 1,809,000.00	
NOVEMBER	4	$ 490,500.00	
DECEMBER	12	$ 1,831,500.00	

TOTAL COMMERCIAL PERMIT-2017 NEW/ADD ON/TF

MONTH	NO	ESTIMATED COST	
JANUARY	1	$ 1,678,000.00	
FEBRUARY	2	$ 78,000.00	
MARCH	2	$ 625,000.00	
APRIL	1	$ 240,000.00	
APRIL	-	-	
MAY	2	$ 204,831.00	
JUNE	1	$ 35,000.00	
JULY	1	$ 400,000.00	
AUGUST	0	$ -	
SEPTEMBER	0	$	
OCTOBER	1	$ 250,000.00	NEW
OCTOBER	2	$ 175,000.00	TF
NOVEMBER	3	$ 996,550.00	NEW/TR/WB
DECEMBER	2	$ 300,000.00	
TOTAL	**18**	**$ 4,982,381.00**	

TOTAL COMMERCIAL PERMIT-2017 REMODEL/REPAIR

MONTH	NO	ESTIMATED COST	
JANUARY	3	$ 37,500.00	
FEBRUARY	6	$ 240,400.00	
MARCH	2	$ 385,000.00	
APRIL	5	$ 1,970,000.00	schools
APRIL	2	$ 70,850.00	remod/add
MAY	4	$ 59,400.00	
JUNE	3	$ 67,000.00	remod
JULY	5	$ 291,000.00	remod
AUGUST	3	$ 848,000.00	REMOD
SEPTEMBER	6	$ 310,800.00	REMOD
OCTOBER	6	$ 700,000.00	REMOD
OCTOBER	0	$ -	
NOVEMBER	2	$ 10,400.00	REMOD
DECEMBER	5	$ 85,000.00	
TOTAL	**52**	**$ 5,075,350.00**	

TOTAL COMMERCIAL PERMIT-2018 NEW/ADD ON/TF

MONTH	NO	ESTIMATED COST	
JANUARY	3	$ 4,210,600.00	
FEBRUARY	3	$ 21,170,300.00	
MARCH	1	$ 35,000.00	
APRIL	2	$ 115,000.00	
MAY	1	$ 475,000.00	
JUNE	0	$ -	
JULY	2	$ 2,500,000.00	
AUGUST	1	$ 1,699,000.00	
SEPTEMBER	6	$ 4,075,000.00	
OCTOBER	0		comm
OCTOBER	5	$ 18,775,000.00	school
NOVEMBER	3	$ 682,500.00	COMM
NOVEMBER		$ 11,615,772.00	SCHOOL
DECEMBER	0		
DECEMBER	0		
TOTAL	**27**	**$ 65,353,172.00**	

TOTAL COMMERCIAL PERMIT-2018 REMODEL/REPAIR

MONTH	NO	ESTIMATED COST	
JANUARY	1	$ 180,000.00	
FEBRUARY	3	$ 230,000.00	
MARCH	7	$ 422,200.00	
APRIL	3	$ 618,391.00	
MAY	2	$ 49,615.00	
JUNE	5	$ 196,500.00	
JULY	5	$ 1,042,452.00	
AUGUST	5	$ 267,000.00	
SEPTEMBER	4	$ 151,200.00	
OCTOBER	6	$ 481,000.00	comm
OCTOBER	2	$ 820,000.00	school
NOVEMBER	4	$ 123,382.00	COMM
NOVEMBER	3	$ 746,455.00	SCHOOL
DECEMBER	2	$ 6,800.00	COMM
DECEMBER	1	$ 40,000.00	SCHOOL
TOTAL	**53**	**$ 5,374,995.00**	

TOTAL COMMERCIAL PERMIT-2019 NEW/ADD ON/TF

MONTH	NO	ESTIMATED COST	
JANUARY	6	$ 2,505,000.00	Comm
JANUARY	1	$ 1,540,000.00	Church
FEBRUARY	2	$ 3,025,000.00	
FEBRUARY	0		
MARCH	4	$ 1,863,500.00	
APRIL	0		
MAY	0		
JUNE	2	$ 115,000.00	
JULY	2	$ 467,000.00	
AUGUST	2	$ 1,540,000.00	add/new
AUGUST	3	$ 20,000.00	3 TF 2 were rptd on shell
SEPTEMBER	1	$ 500,000.00	
OCTOBER	3	$ 635,000.00	
NOVEMBER	0		
DECEMBER	1	$ 2,400,000.00	Animal Services

TOTAL COMMERCIAL PERMIT-2019 REMODEL/REPAIR

MONTH	NO	ESTIMATED COST	
JANUARY	4	$292,000.00	Comm
JANUARY	1	$3,000,000.00	School
FEBRUARY	8	$22,365.00	
FEBRUARY	1	$45,000.00	SCHOOL
MARCH	3	$6,300.00	
APRIL	6	$359,383.00	
MAY	6	$755,500.00	
JUNE	4	$1,025,000.00	
JULY	4	$563,150.00	
AUGUST	2	$163,000.00	
AUGUST	1	$4,700,000.00	School
SEPTEMBER	3	$59,000.00	
OCTOBER	5	$1,049,900.00	
NOVEMBER	3	$16,050.00	
DECEMBER	5	$84,100.00	

Dec-2019

BUILDING INSPECTIONS	CURRENT MONTH	YEAR TO DATE
NUMBER OF BUILDING FINAL INSPECTIONS:	30	311
NUMBER OF BUILDING C/O INSPECTIONS RESIDENTIAL:	16	167
NUMBER OF BUILDING C/O INSPECTIONS COMMERCIAL:	17	227
NUMBER OF MISC BUILDING INSPECTIONS:	1	89
NUMBER OF ENGINEERING SITE INSPECTIONS:	18	157
NUMBER OF STORM SHELTER INSPECTIONS:	3	45
NUMBER OF CITATIONS ISSUED:		
NUMBER OF NOTICE AND ORDERS ISSUED:		
NUMBER OF WARNINGS ISSUED:		
NUMBER OF POSTING/PLACARD:	6	12
NUMBER OF PENALTIES:	32	507
TOTAL NUMBER OF INSPECTIONS: all inspectors	787	9,824

MIDWEST CITY
Where the Spirit Flies High

MIDWEST CITY COUNCIL

AGENDA FOR

January 28, 2020

The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the City of Midwest City's YouTube channel: Bit.ly/youtubemwc.

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

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

MIDWEST CITY
Where the Spirit Flies High

MIDWEST CITY
MUNICIPAL AUTHORITY
AGENDA FOR
January 28, 2020

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CITY OF MIDWEST MUNICIPAL AUTHORITY AGENDA

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

January 28, 2020 – 6:01 PM

A. CALL TO ORDER.

B. CONSENT AGENDA. These items are placed on the Consent Agenda so that Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.

1. Discussion and consideration of approving the minutes of the regular January 14, 2020 meeting, as submitted. (Secretary - S. Hancock)

2. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending December 31, 2019. (City Manager - T. Lyon)

C. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.

D. ADJOURNMENT.

MIDWEST CITY

Where the Spirit Flies High

CONSENT AGENDA

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

Midwest City Municipal Authority Minutes

January 14, 2020 – 6:01 PM

This meeting was held in the Midwest City Council Chamber in City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 6:58 PM with the following members present: Trustees Susan Eads, Pat Byrne, Españiola Bowen, Sean Reed*, and Christine Allen with Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: Jeff Moore.

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

1. Discussion and consideration of approving the minutes of the regular December 10, 2019 meeting, as submitted.

2. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending November 30, 2019.

DISCUSSION ITEMS.

1. **Discussion and Consideration to revoke Amendment No 2 to the construction management contract with CMSWillowbrook Inc. for the Sheraton to Delta conversion Model Room Furniture, Fixtures & Equipment in an amount not to exceed $49,275.51.** Reed made a motion to approve revoking amendment No 2, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Moore. Motion carried.

2. **Discussion and consideration regarding a public presentation on architectural development and the design phase of the brand conversion and renovation of the Midwest City Sheraton to a Delta Hotel by Marriott by Flick Mars Design Architects from Dallas, TX.** Flick Mars representatives, Karen Prigmore, Marie Perriello, Jesse Anyaegbu, and James Flick, Flick Mars gave presentation; along with Cary DeHart with CMSWillowbrook.

   *Reed left meeting at 7:14pm and returned at 7:16pm. And left meeting at 7:29pm and returned at 7:32pm.

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

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

ADJOURNMENT. Chairman Dukes closed the meeting at 7:41 PM.

ATTEST:

_____
MATTHEW D. DUKES II, Chairman

_____
SARA HANCOCK, Secretary

THE CITY OF

MIDWEST CITY

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, City Manager

DATE: January 28, 2020

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

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Sheraton Midwest City Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1201.

Tim L. Lyon

Tim Lyon
City Manager

Attachment (1)

SHERATON MIDWEST CITY HOTEL AT THE REED CENTER

Fiscal Year 2019-2020	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	**Dec-19**	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Revenue												
Budgeted (MTD)	372,710	481,117	410,780	576,778	455,277	**300,346**						
Actual (MTD)	299,162	477,929	466,117	476,300	456,684	**291,649**						
Budgeted (YTD)	372,710	853,827	1,264,677	1,841,348	2,296,625	**2,596,971**						
Actual (YTD)	299,162	777,091	1,243,207	1,719,507	2,176,191	**2,467,840**						
Expenses												
Budgeted (MTD)	389,068	464,352	422,790	486,888	449,400	**360,787**						
Actual (MTD)	386,683	443,824	431,992	432,531	395,742	**366,076**						
Budgeted (YTD)	389,068	853,420	1,276,210	1,786,169	2,235,569	**2,596,356**						
Actual (YTD)	386,683	830,507	1,262,499	1,714,217	2,109,959	**2,476,035**						
Revenue vs. Expenses												
Budgeted (MTD)	(16,358)	16,765	(12,040)	66,812	5,877	**(60,441)**						
Actual (MTD)	(87,521)	34,105	34,125	24,582	60,941	**(74,426)**						
Budgeted (YTD)	(16,358)	407	(11,633)	55,179	61,056	**615**						
Actual (YTD)	(87,521)	(53,416)	(19,291)	5,290	66,232	**(8,195)**						
Key Indicators												
Hotel Room Revenue	220,117	251,110	234,069	235,244	191,171	**108,521**						
Food and Banquet Revenue	57,751	195,299	177,193	215,380	193,721	**149,224**						

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

1/19/2020

MIDWEST CITY

Where the Spirit Flies High

NEW BUSINESS/ PUBLIC DISCUSSION

MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY
AGENDA FOR
January 28, 2020

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MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

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

January 28, 2020 - 6:02 PM

A. CALL TO ORDER.

B. CONSENT AGENDA. These items are placed on the Consent Agenda so that the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.

1. Discussion and consideration of approving the minutes of the regular January 14, 2020 meeting, as submitted. (Secretary - S. Hancock)

2. Discussion and consideration of approving a six-month extension to the FY 2018-19 Memorial Hospital Authority grant awards made to the Middle Income Housing Rehab Loan Grant Program and Original Mile Homebuyer Assistance Grant Program. (General Manager/Administrator - T. Lyon)

C. DISCUSSION ITEM.

1. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance Director - C. Barron)

D. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.

E. EXECUTIVE SESSION.

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

F. ADJOURNMENT.

MIDWEST CITY

Where the Spirit Flies High

CONSENT AGENDA

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

Midwest City Memorial Hospital Authority Minutes

January 14, 2020 – 6:02 pm

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

Chairman Matt Dukes called the meeting to order at 7:41 PM with the following members present: Trustees: Susan Eads, Pat Byrne, Españiola Bowen, Sean Reed, and Christine Allen with Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: Jeff Moore.

DISCUSSION ITEMS.

1. **Discussion and consideration of approving the minutes of the regular December 10, 2019 meeting, as submitted**. Allen made a motion to approve the minutes, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Moore. Motion carried.

2. **Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No action was needed.

NEW BUSINESS/PUBLIC DISCUSSION.

There was no new business or public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:42 PM.

_____
MATTHEW D. DUKES II, Chairman

ATTEST:

_____
SARA HANCOCK, Secretary

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

MEMORANDUM

To: Midwest City Memorial Hospital Authority Trustees

From: Tim Lyon, General Manager/Administrator

Date: January 28, 2020

Subject: Discussion and consideration of approving a six-month extension to the FY 2018-19 Memorial Hospital Authority grant awards made to the Middle Income Housing Rehab Loan Grant Program and Original Mile Homebuyer Assistance Grant Program.

In compliance with Trustee's request, extensions to an awarded grant project need to be presented to the Trustees for approval.

At the February 26, 2019 Hospital Authority meeting, you approved funding for the Middle Income Housing Rehab Loan Grant Program and Original Mile Homebuyer Assistance Grant Program.

As these programs are on-going and seeing successful results, the applicant, Terri Craft has asked for an extension beginning March 1, 2020 and ending August 1, 2020.

She has provided the below status report and her request letters for your review.

CITY OF MIDWEST CITY: GRANTS MANAGEMENT DEPARTMENT
2018-2019 MCMHA GRANT STATUS REPORT

January 10, 2020

Original Mile Homebuyer Assistance Program ($50,000) – the program provides (10) $5,000 grants for down payment and closing cost assistance to eligible homebuyers purchasing in the Original Mile Revitalization Area of Midwest City. Currently one (1) property has closed, with three (3) additional properties under contract to close this month. Expenditure of MCMHA grant funds is currently at 40% and we are requesting a 6-month extension to carry the program through the summer months. The following represents activity to date:

Closing Date	Address	Sale Price	SF	Price per SF	HBA Grant Amount
08/23/2019	209 W. Kittyhawk Dr.	$ 78,500.00	740	$106.08	$5,000
01/15/2020	540 E. Atkinson Dr.	$ 93,000.00	800	$116.25	$5,000
01/20/2020	408 Showalter Dr.	$ 88,000.00	800	$110.00	$5,000
01/24/2020	201 W. Jacobs Dr.	$109,900.00	1800	$ 61.05	$5,000

Furthermore, this program continues to compliment Midwest City's city-wide Homebuyer Assistance Program, serving buyers at a lower income, where there has also been four (4) homeowner purchases in the Original Mile since last summer.

Middle Income Housing Rehab Loan Program ($50,000) – program was designed to provide funding for approximately five (5) housing rehab loans to middle income homeowners. There are currently three (3) active projects. Loan closings have been completed recently on two (2) of the projects and one (1) is currently going through lead based paint testing prior to preparing the final write up and loan closing paperwork.

No MCMHA funds have been expended to date, however, $20,000 has been approved for the two (2) closed loans and work is currently underway. To date, $300.00 in local funds have been spent on these projects for title work, filing fees and LBP testing. We are requesting a 6-month extension for this grant also.

Tim Lyon, General Manager/Administrator

MIDWEST CITY
OKLAHOMA

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

TO: Tim Lyon, Administrator
Midwest City Memorial Hospital Authority

FROM: Terri L. Craft, Grants Manager

DATE: January 16, 2020

RE: 2018-19 Community Improvement Grant
Original Mile Homebuyer Assistance Program
Grant Amount: $50,000

I would like to respectfully request a six-month extension to the grant agreement approved by the Midwest City Memorial Hospital Authority in order to completely expend funds associated with this project. Thank you.

Terri L Craft

Terri L. Craft
Grants Manager

MIDWEST CITY
OKLAHOMA

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

TO: Tim Lyon, Administrator
Midwest City Memorial Hospital Authority

FROM: Terri L. Craft, Grants Manager

DATE: January 16, 2020

RE: 2018-19 Community Improvement Grant
Middle Income Housing Rehab Loan Program
Grant Amount: $50,000

I would like to respectfully request a six-month extension to the grant agreement approved by the Midwest City Memorial Hospital Authority in order to completely expend funds associated with this project. Thank you.

Terri L Craft

Terri L. Craft
Grants Manager

MIDWEST CITY

Where the Spirit Flies High

DISCUSSION ITEM

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

MEMORANDUM

To: Honorable Chairman and Trustees

From: Christy Barron, Finance Director

Date: January 28, 2020

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

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

Action is at the discretion of the Authority.

Christy Barron
Finance Director

Tim Lyon, General Manager/Administrator
Trustees: Matthew D. Dukes II, Susan Eads, Pat Byrne, Españiola Bowen, Sean Reed, Christine Allen, and Jeff Moore

MIDWEST CITY

Where the Spirit Flies High

EXECUTIVE SESSION

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

MEMORANDUM

TO: Honorable Chairman and Trustees of the Memorial Hospital Authority

FROM: T. Lyon, City Manager

DATE: January 28, 2020

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

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

Tim Lyon, City Manager

MIDWEST CITY

Where the Spirit Flies High

NEW BUSINESS/ PUBLIC DISCUSSION

MIDWEST CITY
ECONOMIC DEVELOPMENT COMMISSION
AGENDA FOR
January 28, 2020

The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the City of Midwest City's YouTube channel: Bit.ly/youtubemwc.

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

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

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

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

MIDWEST CITY ECONOMIC DEVELOPMENT COMMISSION AGENDA

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

January 28, 2020 - 6:03 PM

A. CALL TO ORDER.

B. CONSENT AGENDA. These items are placed on the Consent Agenda so the Commissioners, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Commissioners, or members of the audience wish to discuss an item, it will be removed and heard in regular order.

1. Discussion and consideration of approving the minutes of the regular meeting of October 22, 2019, as submitted. (City Clerk - S. Hancock)

2. Discussion of the Convention and Visitors Bureau Quarterly Activity Report for the period ending December 30, 2019. No action is necessary; this item is presented for informational and discussion purposes only. (Communications and Marketing - C. Koos)

3. Discussion of the Midwest City Chamber of Commerce's Quarterly Activity Report for the period ending December 30, 2019. No action is necessary; this item is presented for informational and discussion purposes only. (City Manager - T. Lyon)

4. Discussion and consideration of dissolving the Economic Development Advisory Committee. (Economic Development – R. Coleman)

C. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Commission on any Subject not scheduled on the Regular Agenda. The Commission 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 Commission will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE COMMISSION ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COMMISSION.

D. EXECUTIVE SESSION.

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

E. ADJOURNMENT.

MIDWEST CITY

Where the Spirit Flies High

CONSENT AGENDA

A notice for the regular meetings of the Midwest City Economic Development Commission 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 ECONOMIC DEVELOPMENT COMMISSION MEETING MINUTES

October 22, 2019 - 6:03 PM

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

Chairman Matt Dukes called the meeting to order at 7:47 PM with the following members present: Commissioners, Pat Byrne, Españiola Bowen, Sean Reed, and Christine Allen with Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: Susan Eads and Jeff Moore.

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

1. Discussion and consideration of approving the minutes of the regular meeting of July 23, 2019, as submitted.

2. Discussion of the Convention and Visitors Bureau Quarterly Activity Report for the period ending September 30, 2019. No action is necessary; this item is presented for informational and discussion purposes only.

3. Discussion of the Chamber of Commerce Quarterly Activity Report for the period ending September 30, 2019. No action is necessary; this item is presented for informational and discussion purposes only.

NEW BUSINESS/PUBLIC DISCUSSION.

There was no new business or public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:48 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary

Communications and Marketing
100 N. Midwest Blvd.
Midwest City, OK 73110
ckoos@midwestcityok.org
Office: 405-739-1206
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Commissioners

FROM: Claudia Koos, Communications and Marketing Director

DATE: January 28, 2020

SUBJECT: Discussion of the Convention and Visitors Bureau Quarterly Activity Report for the period ending December 30, 2019. No action is necessary; this item is presented for informational and discussion purposes only.

The Convention and Visitors Bureau has provided the attached report.

Claudia Koos

Communications and Marketing Director

MIDWEST CITY
CONVENTION & VISITORS BUREAU

Convention & Visitors Bureau Activities: Q2 October, November, December 2019

The mission of the Convention & Visitors Bureau is to stimulate Midwest City's economic vitality through tourism by positioning and selling the community in partnership with public and private sectors as a premier destination for conventions, tradeshows, corporate meetings, group tours, and individual leisure travel. The CVB offers assistance with site tours and acquiring bids at our hospitality venues and information on special events, dining, catering, entertainment and local attractions.

In pursuit of its mission, the CVB generates increased visitor spending for the overall business community through creative marketing programs, attractive incentive packages, and special events.

- The new Midwest City visitors guide is now available.
- **Group Business –** The CVB is currently working with a number of groups booked at the Sheraton Midwest City Hotel at the Reed Conference Center. Please note: The CVB does not work with every group booked at the center. The CVB works with groups who seek the CVB's support in a convention services capacity that exceeds reasonable expectations of the conference center staff. This includes; but not limited to, conference planning, welcome bags, exhibitor participation, conference sponsorship, assistance with registration, name tags, welcome speeches, proclamations, transportation to off property events. The CVB welcomes opportunities to groom accounts, secure repeat bookings, and to offer groups special attention they do not get in other cities. Current bookings, status and value amounts as of December 30, 2019:

10 - Definite Bookings - $ 463,350
2 - Tentative Bookings - $ 196,000
3 - Prospect Bookings - $ 69,000
Total: $ 728,350

(The CVB has a detailed breakdown of group business upon request. It lists group names, arrival & departure patterns and estimated value at contract signing.* ***Due to the nature of the industry, this list is NOT for public posting****.)*

2nd Quarter historically is slower for group business. Most large group bookings will be holiday celebrations not requiring Convention Services. However; we are experiencing an increase in inquiries for 2020 & 2021. *Please note: Pending 2021 Airshow numbers are not included in booking report at this time.

Midwest City Hotel / Motel Assembly Quarterly Meeting – October 24th at 10:00 Holiday Inn Express was a huge success. We had a representative from each hotel attend. Several local motels attended.

DECA – February – 2000+ high schools students. City wide hotel accommodations. Will use the Hudiburg Chevrolet Center for large group activities and General Session. Reed center will be used for breakouts and meals. CVB serves as a sponsor and volunteer for this February event.

Airshow 2021 – Thunderbirds are confirmed! – Immediately following the 2019 Airshow, we began working with Tinker on the 2021 event. It seems like this would not need our attention so early; however, on the contrary, our early preparations and conversations ensures a successful show and well manage the needed hotel accommodations and sponsorships to support the 2-day event. It is crucial, logistically and financially, to secure the Reed Conference Center for the VIP Aviator's Reception.

- **CVB Marketing Campaigns**
  - **Digital**
    - **E- newsletter –** Total E-newsletter monthly distribution is over 3150 constant contacts (650 increase). Each month email addresses from the OTRD monthly report are added.
    - **Website – www.visitmidwestcity.com** Online request form for visitors guide directly to CVB. Tourism video is a huge hit.
    - **Social Media – Facebook & Twitter-** posts are made on a regular basis on all social media resources. Some weeks with heavy events or activities multiple posts are made daily.
    - **Cross promote –** Rose State College activities, Hudiburg Chevrolet Center shows & events, Parks & Recreation Activities & Special Events, Shopping, dining and Hotels
  - **Print**
    - The CVB and Special Events sectors as part of the Communications and Marketing have recently taken advantage of several special events cross promotion marketing opportunities. We negotiated, developed and implemented a month long digital billboard campaign for the holiday events. The billboard located at SE 15th & Sooner proved to be a premier spot to promote Midwest City holiday events and shopping.

    - We have continued to foster our relationship with MWC Beacon Sales whereas we are a first call for special advertising rates.

    - **Journal Record Bundle** The significantly discounted rates provide a broad scope of advertising opportunities that span multi-departments. The CVB and the Parks & Recreation special events teams benefit most by creatively working together to further maximize our reach by collaborating on all marketing efforts. The discounted package provides an opportunity to feature Midwest City from an economic development perspective in the Location Oklahoma sight selection magazine.
      The package includes premier placement advertisements in the following publications:
      - Meeting Planner Guide
      - Living in Oklahoma Guide
      - Tinker Take Off – Six (6) Full page co-op opportunities as well as 11 half (1/2) page ads in the Tinker Take Off Newspaper
      - Online Weblinks
      - Base Directory and Map presence

- **OTRD – Oklahoma Tourism & recreation Department** MWC advertisement in State Travel Guide, Visitors Guide distribution at all state Welcome Centers and online request.
- **OSAE – Oklahoma Society of Association Executives –** Member and Sponsor (joint sponsorship with the Sheraton Hotel)**,** ad quarterly meeting planner magazine. OSAE is the state's premier organization for meeting planner networking and showcasing meeting facilities and hotels. The CVB and Sheraton will joint exhibit at the annual event in July
- **OTIA- Oklahoma Travel Industry Association-** Member & Sponsor. The CVB will exhibit at the annual May event.

- **Cross Promotion & Marketing**- The Communication & Marketing Department continues to work close with the Parks & Recreation Dept., the Public Information Office, Rose State College/ Hudiburg Chevrolet Center and the Chamber of Commerce to ensure the overall brand message & public impression of Midwest City is conveyed as the ideal place work, shop, live, educate and visit. Although the CVB promotes all the aspects of Midwest City; the focus of the CVB is to market, promote position and sell the tourism amenities featured in Midwest City.

- **Special Events –** The CVB continues to serve as a marketing partner and volunteer for many Midwest City special events. All available resources are utilized to promote all Midwest City special events.

Submitted By: **Susan MacQuarrie, January 14, 2020**

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

MEMORANDUM

TO: Honorable Chairman and Commissioners
Midwest City Economic Development Commission

FROM: Tim Lyon, City Manager

DATE: January 28, 2020

SUBJECT: Discussion of the Midwest City Chamber of Commerce's Quarterly Activity Report for the period ending December 30, 2019. No action is necessary; this item is presented for informational and discussion purposes only.

The Midwest City Chamber of Commerce has provided the attached report.

Tim Lyon, City Manager

Midwest City Chamber of Commerce
Quarterly Report
December 31, 2019

The following is a quarterly report of the Midwest City Chamber of Commerce staff's economic development activities for the quarter ending December 31, 2019.

Meetings and Events:

Tuesday October 1, 2019: Chamber assisted and attended the ribbon cutting at 405 Chiropractic in Midwest City.

Friday October 4, 2019: Chamber Director and Chamber President met with City Manager, Mayor and Economic Development Director for their monthly luncheon.

Tuesday October 8, 2019: Chamber Director met with Lindse Barks with the Mid-Del Public School Foundation and Stacy Boyer with Mid-Del Schools to discuss initiatives to support education in the MWC Community.

Wednesday October 9, 2019: Chamber Director attended 2019 Veteran's Day Parade Committee Meeting at the Community Center.

Thursday October 10, 2019: Chamber staff assisted and attended a networking Sunrise Social at the Hampton Inn by Hampton in Midwest City.

Thursday, October 10, 2019: Chamber Director & Economic Development Director met with Congressman Tom Cole at Tomcat Aviation for a tour.

Friday October 18, 2019: Chamber Director attended the ribbon cutting or the KC-46 A at TAFB.

Friday, October 18, 2019: Chamber staff attended a ribbon cutting for the bridge at the Mid-America Park

Tuesday October 22, 2019: The Chamber BOD Meeting was held and community reports were given by Alliance Health Midwest, Mid-Del schools, RSC, City of MWC, TAFB, Field Reps for Congressional Delegates and State Officials.

Wednesday October 23, 2019: Chamber Director attended 2019 Veteran's Day Parade Committee Meeting at the Community Center.

Thursday October 24, 2019: Chamber Director and staff held a Marketing Meeting at the MWCCOC including Tamara Pratt, RSC, Claudia Koos, City of MWC, Stacy Boyer with Mid-Del Schools, Lindse Barks, Mid-Del Public School Foundation, Emily Kezbers, AllianceHealth Midwest, Cindy Mikeman, Rose State Foundation, April McDonald, TAFB, Jeff Harrison, MWC Beacon, Susan McQuarrie, MWC Welcome Center, Shane Willard, 2020 Chamber President and Owner, The Willard Group, and Christine Martin, 2019 Chamber President and Director of Communications at Cox.

Wednesday October 30, 2019: Chamber Director and Chamber staff attended the 2019 Aerospace Forum at the Cox Convention Center

Friday November 1, 2019: Chamber Director and Chamber President met with City Officials for monthly luncheon.

Tuesday November 5, 2019: Chamber Director and staff hosted the Annual S.A.S.S.E.E. Women's Luncheon at the Hudiburg Performing Arts Center.

Wednesday November 6, 2019: Chamber Director and/or staff attended MWC Veteran's Day Parade Meeting at the Community Center.

Wednesday November 6, 2019: Chamber Director met with Brigadier General Chris Hill re: 2020 TAP.

Thursday November 7, 2019: Chamber staff assisted and attended the networking Sunrise Social at The Underground in Midwest City.

Thursday November 7, 2019: Chamber Director and staff assisted and attended a ribbon cutting at Andy's Altitude 1291 in Midwest City.

Friday November 8, 2019: Chamber Director attended the 2019 Veteran's Day Parade Committee meeting.

Monday November 11, 2019: Chamber staff assisted and attended the 2019 Veteran's Day Reception/program at Eastside Church of Christ in Midwest City.

Thursday November 14, 2019: Chamber Director and President-Elect attended the TACAMO luncheon.

Friday November 15, 2019: Chamber Director and staff held the first 2020 Tinker and the Primes meeting at the MWCCOC. Those who attended were Tamara Pratt, Director of External Affairs, Rose State College, Dejuana Howie, Project Manager for TAP, and 3 TAFB Staff members who will be serving as liaisons for the 2020 TAP conference.

Tuesday November 19, 2019: Chamber staff assisted and attended a 'Business after Hours' networking event at the Warren Theatres in Midwest City.

Thursday November 21, 2019: Chamber Director, Chamber President and Chamber President-Elect, attended a breakfast for Brigadier General Chris Hill, Commander, Oklahoma City Air Logistics Complex, TAFB, at the Tinker Industrial Business Park in Midwest City.

Tuesday November 26: Chamber Director attended a retirement celebration for Mike Bower at the Community Center in Midwest City.

Thursday December 5, 2019: Chamber staff assisted and attended a networking Sunrise Social at the Mid-Del Food Pantry in Midwest City.

Friday December 6, 2019: Chamber Director attended a reception at the Reed Center hosted by Lt. Gen Gene Kirkland.

Tuesday December 10, 2019: The Chamber BOD Meeting was held and community reports were given by Alliance Health Midwest, Mid-Del schools, RSC, City of MWC, TAFB, Field Reps for Congressional Delegates and State Officials.

Thursday December 12, 2019: Chamber Director and staff held a Marketing Meeting at the Warren Theatre, attendees present were Tamara Pratt, RSC, Claudia Koos, City of MWC, Stacy Boyer, Mid-Del Schools, Lindse Barks, Mid-Del Public School Foundation, Emily Kezbers with AllianceHealth Midwest, Cindy Mikeman, Rose State Foundation, April McDonald, TAFB, Jeff Harrison, the MWC Beacon, Shane Willard, 2020 Chamber

President and Owner of The Willard Group, and Christine Martin, 2019 Chamber President and Director of Communications at Cox.

December 13, 2019: Chamber Director and staff attended a Christmas party at TAFB, hosted by Colonel Paul Filcek, Commander, 72d ABW, Air Force Sustainment Center, TAFB.

As of Tuesday, December 31, 2019, the Chamber staff has secured 24 Exhibitors and Sponsors for the 2020 Tinker and the Primes. Due to the growth and increase in exhibitors and attendees, Chamber staff works on this event throughout the year.

Chamber staff is preparing for the 2020 Youth Excel and Leadership MWC programs.

Chamber staff continues to provide information, referrals, and support for the continued efforts of economic development.

Respectfully,
Bonnie Cheatwood
Executive Director
Midwest City Chamber of Commerce

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

MEMORANDUM

TO: Honorable Chairman and Commissioners of the Midwest City Economic Development Commission

FROM: Tim Lyon, City Manager

DATE: January 28, 2020

SUBJECT: Discussion and consideration of dissolving the Economic Development Advisory Committee.

The Economic Development Commission formally established the Economic Development Advisory Committee (the "Committee") on January 27, 2015 shortly after the Director of Economic Development position transitioned from the Midwest City Chamber of Commerce to City Hall. Creating the Committee seemed like an effective means of maintaining communications between some of the community's most important leaders during the transfer. The Committee was to meet at Noon the third Wednesday of each quarter. It had no spending power nor did it have the ability to enact new policies or regulations.

The Committee's membership included the Mayor, the Rose State College President, the Mid-Del Public Schools' Superintendent along with two members from the public and a representative from the Chamber of Commerce. The Chamber Director, City Manager, Assistant City Manager, City Attorney and Director of Economic Development attended meetings but had no vote. City staff formulated reports and agendas in addition to ensuring all meetings complied with the Open Meetings Act.

City representatives host monthly luncheons with Chamber leadership, which has grown to include occasional attendance by the Rose State College President and Mid-Del Public Schools' Superintendent. In addition, many of the same individuals attend the Chamber of Commerce Board of Directors' meeting held the fourth Tuesday of most months. The Director of Economic Development has successfully created and maintained working relationships with our community partners, and this is the reasoning behind Staff's recommendation to dissolve the Economic Development Advisory Committee.

Tim L. Lyon

Tim Lyon, City Manager

MIDWEST CITY

Where the Spirit Flies High

EXECUTIVE SESSION

City Manager
100 N. Midwest Boulevard
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Office: 405.739.1201
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MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: T. Lyon, City Manager

DATE: January 28, 2020

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

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

Tim Lyon, City Manager

MIDWEST CITY

Where the Spirit Flies High

NEW BUSINESS/ PUBLIC DISCUSSION