



CITY OF MIDWEST CITY MEETINGS FOR JANUARY 25, 2022

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

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



Presiding members: Mayor Matthew Dukes

Ward 1 Susan Eads

Ward 2 Pat Byrne

Ward 3 Española Bowen

Ward 4 Sean Reed

Ward 5 Christine Allen

Ward 6 Rick Favors

City Staff:

City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

CITY COUNCIL AGENDA

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

January 25, 2022 – 6:00 PM

A. **CALL TO ORDER.**

B. **OPENING BUSINESS.**

- Invocation by Assistant City Manager Vaughn Sullivan
- Pledge of Allegiance by Carl Albert High School ROTC Cadets
- Community-related announcements and comments
- Mayoral Proclamations for City Retirees:
 - * Police Sgt. Timothy Blanton
 - * Police Sgt. Jeffery Harbin
 - * Police Sgt. Archie Huston Jr.

- * Fire Major Brad Spiva
- * Fire Major Michael Herren
- Mayoral Proclamation for Chuck and Bonnie Barrus

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

1. Discussion and consideration for adoption, including any possible amendment of the December 14, 2021 meeting minutes. (City Clerk - S. Hancock)
2. Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of November 2021. (Finance - T. Cromar)
3. Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of December 2021. (Finance - T. Cromar)
4. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: Grants Fund, revenue/Intergovernmental (62) \$60,000; revenue/Transfers In (62) \$4,590; expenditures (62) Police \$64,590. Police Impound Fees Fund, expenditures/Transfers Out (62) \$4,590. Reimbursed Projects Fund, expenditures/Neighborhood Services (15) \$11,400. Fire Fund, expenditures/Fire (64) \$85,200. Jail Fund, expenditures/Police (62) \$28,539. (Finance - T. Cromar)
5. Discussion and consideration of adopting, including any possible amendment, the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan. (Human Resources - T. Bradley)
6. Discussion and consideration of adopting, including any possible amendment, the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan. (Human Resources - T. Bradley)
7. Discussion and consideration of approving and including any possible amendment of an Agreement for the Sub-Grant of Emergency Management Performance Grant Program Funds EMPG 2021 with the State of Oklahoma Department of Emergency Management and Homeland Security (ODEMHS) in the amount of \$20,000 effective October 1, 2021. (Emergency Management - D. Wagner)
8. Discussion and consideration for adoption, including any possible amendment of Supplement 1 to the GUY Engineering contract for design of the resurfacing project for Reno Avenue from Midwest Boulevard to Blake Drive in an increased amount of \$18,945. (Community Development - B. Bundy)
9. Discussion and consideration of adoption, including any possible amendment of the acceptance of maintenance bonds from Downey Contracting, L.L.C. in the amount of \$4,631.25, respectively. (Public Works - P Menefee)

10. Discussion and consideration of, including any possible amendment, accepting a Grant of Permanent Easement from Shaz Investment Group, LLC. across a certain parcel of land located within the corporate boundaries of Midwest City, in the Southeast Quarter (SE/4) of Section Seven (7), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma. Approximate address of parcel providing easement is 10805 SE 29th Street. (Community Development - B. Bundy)
11. Discussion and consideration, including any amendment thereto, of approving Change Order #05 with the Oklahoma Department of Transportation for STP-255N(496)AG, State Job Number 31546(04), Douglas Resurfacing for -\$48,976.19. (Community Development - B. Bundy)
12. Discussion and consideration of approving and entering, including any amendment thereto, into a project agreement for Federal-aid Project Number TAP-255D(326)AG, State Job Number 31433(04), with the Oklahoma Department of Transportation (ODOT) to receive \$96,800 in federal funds for a new trail connection and signalized crossing of Midwest Boulevard in the area adjacent to Midwest City Elementary School. (Community Development - B. Bundy)
13. Discussion and consideration for adoption, including any possible amendment of change order #3 amending the contract with Shiloh Enterprises, Inc. to construct the WP Bill Atkinson Park in an increased amount of \$103,887.57 and to add 55 additional days of time. (Community Development - B. Bundy)
14. Discussion and consideration including any possible amendment of, declaring (4) Chevrolet Impalas as surplus and authorizing disposal by public auction, sealed bid or other means necessary. (Police - S. Porter)
15. Discussion and consideration, including any possible amendment of declaring 108 firearms of various calibers as surplus and authorizing their disposal by trade-in toward future purchases with GT Distributors, Austin, Texas for a trade-in amount of \$16,083.00. (Police - S. Porter)

D. DISCUSSION ITEMS.

1. Discussion and consideration to award the sale of the \$5,700,000 City of Midwest City General Obligation Bonds, Series 2022 to the lowest bidder. (City Clerk - S. Hancock)
2. Discussion and consideration for adoption, including any possible amendment or revision, of an Ordinance providing for the issuance of General Obligation Bonds in the sum of Five Million Seven Hundred Thousand and no/100s dollars (\$5,700,000.00) by the City of Midwest City, Oklahoma authorized at an election duly called and held for such purpose; prescribing form of bonds; providing for registration thereof; providing for a system of registration for uncertificated registered public obligations; providing levy of an annual tax for payment of principal and interest on the same; fixing other details of the issue; and declaring an emergency. (City Clerk - S. Hancock)

3. (CA-81) Discussion and consideration, including any amendment thereto, of an appeal by G&S Sign Services to Section 9-385(x) which prohibits off-premise advertising from all zoning districts except industrial for the property addressed as 301 N Midwest BLVD (a/k/a a Part of the SE/4, SE/4, Sec. 34, T12N, R02W, I.M, Oklahoma County, OK)(Community Development - B. Harless)
 4. (PC – 2102) Discussion and consideration of adoption, including any possible amendment of the proposed preliminary plat of Parkway described as a part of the SW/4 of Section 7, T11N, R1W, addressed as 10301 SE 29th Street. (Community Development - B. Harless)
 5. (TS-445) Discussion and consideration of adoption, including any possible amendment of accepting the **updated** Traffic Signal Study and analysis for the intersection of S.E. 15th Street and Windsong Drive and approving the Traffic and Safety Commission’s recommendation of denial for a signal installation. (Public Works - P. Menefee)
 6. Discussion and consideration for adoption, including any possible amendment, of a resolution formally appointing representation to the Midwest City Local Development Act Review Committee from all entities that receive ad valorem tax collections from the vicinity of Northeast 23rd Street and Northeast 36th Street, including the Soldier Creek Industrial Park. (Economic Development - R. Coleman)
 7. Discussion and consideration of appointing one qualified elector residing in Oklahoma County, to represent the City of Midwest City on the Board of Directors of the Central Oklahoma Master Conservancy District (COMCD) for the remaining term of Casey Hurt and submitting the names to the Cleveland County district judge, who will appoint them to membership on the Board of Directors of the COMCD. (Public Works - R. Paul Streets)
 8. Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations, Article I, In General, Section 9-2, Dilapidated buildings; and providing for a repealer, severability and declaring an emergency. (City Attorney - D. Maisch)
- E. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statue Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the Agenda is for members of the public to speak to the 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 Title 25 Section 307 (B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest; and 2) authorizing the City Manager to take action as appropriate based on discussion. (City Manager - T. Lyon)

G. FURTHER INFORMATION.

1. Review of the December 2021 Building Report (Community Development - B. Harless)
2. Minutes of the December 7, 2021 Board of Adjustment Meeting (Community Development - B. Harless)

H. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City Council Minutes

December 14, 2021

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

Mayor Matt Dukes called the meeting to order at 6:04 PM with following members present:

Ward 1 Susan Eads	Ward 4 Sean Reed	City Manager Tim Lyon
Ward 2 Pat Byrne	Ward 5 Christine Allen*	City Clerk Sara Hancock
Ward 3 Española Bowen	Ward 6 Rick Favors	City Attorney Don Maisch

OPENING BUSINESS. The Invocation was led by Assistant City Manager Vaughn Sullivan. The Pledge of Allegiance was led by Carl Albert High School ROTC Cadets Fresco & Cervantes. Staff and Council made Community-related announcements and comments. Mayor Dukes and City Manager Tim Lyon presented the proclamations and plaques to Police Retirees Sgt. Scott Premo and Lt. Steve Simonson.

CONSENT AGENDA. Reed made motion to approve the consent agenda with exception to pull items #15 and #16, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, Favors and Dukes. Nay: None. Motion carried.

1. Discussion and consideration for adoption, including any possible amendment of the November 9, 2021 regular meeting minutes.
2. Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of October 2021.
3. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: Risk Fund, expenditures/Risk Insurance (29) \$545,987. Worker's Comp Fund, expenditures/Risk Insurance (29) \$1,334,940. Urban Renewal Authority Fund, expenditures/Urban Renewal (93) \$50,000. Grant Fund, revenue/Intergovernmental (62) \$44,880; expenditures/Police (62) \$44,880. 2018 Election G.O. Bonds Fund, revenue/Transfers In (06) \$13,213; expenditures/Park & Rec (06) \$13,213.
4. Discussion and consideration of adopting, including any possible amendment, the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.
5. Discussion and consideration of entering into an extension of an agreement, including any possible amendment, with INSURICA Insurance Management Network in the amount of \$55,560 for coordination and management of benefit services for the City's Employee Life and Health Benefits Plan. The agreement extension would maintain benefits consulting services without an increase in cost over the previous year.

6. Discussion and consideration, including any amendments, of entering into a Municipal Advisor Contract with BOK Financial Securities for expert financial advice associated with the \$53,650,000 General Obligation Bond issue.
7. Discussion and consideration, including any amendments, of entering into a contract with Hilborne & Weidman for expert Bond Counsel services associated with the 2018 Public Safety portion of the General Obligation Bond in an approximate amount of \$5,750,000.
8. Discussion and consideration of, including any possible amendment, approving Task Order #3 with C. H. Guernsey & Company (Guernsey), in an amount not to exceed \$16,200.00, for development of a Preliminary Engineering Report (PER) related to the 2018 Moving Midwest City Forward bond issue, Multi-Purpose Sports Complex phase II located at 9400 S.E. 29th Street in Oklahoma City.
9. Discussion and Consideration for adoption, including any possible amendment of, approving Amendment No. 3 to the construction management contract with MacHill Construction, Inc. associated with the Reed Baseball Complex renovations with an added cost of \$13,212.36 bringing the new contract total to \$2,461,218.78 and adding 30 days of time.
10. Discussion and consideration of adoption, including any possible amendments, of the ADG P.C. Program and Project Management Services Contract Amendment to include extension of contract and modifications to Exhibit A, B and C at no additional cost.
11. Discussion and consideration for adoption, including any possible amendment of, approving Change Order No. 4 to the construction management contract with Lippert Brothers, Inc. associated with the Multi-Sports Complex renovations with a decrease in cost of \$240.03, which brings the total cost to \$5,217,129.92.
12. Discussion and consideration for adoption, including any amendments, of a Memorandum of Understanding with the City of Oklahoma City and Oklahoma City Water Utilities Trust for the construction and installation of City of Oklahoma City water and sewer line extensions across the Midwest City Multi-Purpose Sports Complex located at 9400 S.E. 29th Street in Oklahoma City at an estimated total cost of \$700,000.00.
13. Discussion and consideration, including any possible amendment, to approve Change Order No. 1 with W.L. McNatt & Co., for material, labor, and subcontracting services for Fire Station #1 Headquarters Remodel in an increased amount of \$46,951 and to add 24 additional days of time.
14. Discussion and consideration for adoption, including any amendments, of an agreement with Ron Davis for the sale of potable water outside the corporate city limits of the City of Midwest City, located at 10830 SE 29th St., for a five year term, with option of two additional five year terms, at the outside rate of 1 1/2 times the inside rate.
17. Discussion and consideration for adoption, including any possible amendment of approving the purchase and installation of a 9 x 16 refurbished equipment shelter in the amount of \$86,252.00 from MCG Aerial, LLC for the second P25 radio communication site located at the Mid-America Clock Tower, as a part of the 2018 Moving Midwest City Forward G.O. Bond project.

18. Discussion and consideration, including any amendment thereto, of approving Change Order #04 with the Oklahoma Department of Transportation for STP-255N(496)AG, State Job Number 31546(04), Douglas Resurfacing from SE 4th Street to NE 10th Street in the amount of -\$4,955.64.
19. Discussion and consideration for adoption, including any possible amendment of change order #2 amending the contract with Shiloh Enterprises, Inc. to construct the WP Bill Atkinson Park in a *decrease* of \$64,150.25 and to add 12 additional days of time.
20. Discussion and consideration of approving and entering, including any amendment thereto, into a project agreement for Federal-aid Project Number J3-3345(004), State Job Number 33345(04), with the Oklahoma Department of Transportation (ODOT) to receive \$3,886,793 in federal funds for a project to resurface Midwest Boulevard from SE 29th Street to NE 10th Street.
21. Discussion and consideration, including any amendment thereto, of approving a programming Resolution 2021-42 for possible inclusion into the Air Quality Small Grant Program for a project to replace the existing bridge over Soldier Creek in Tom Poore Park.
22. Discussion and consideration, including any amendment thereto, of declaring a Resolution 2021-43 of Necessity to acquire four tracts of property in connection with the future Rail with Trail Phase 3 Project, a federally funded multi-modal trail. The property is located within the corporate limits of the City of Midwest City, in the Northeast (NE) Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West, of the Indian Meridian, Oklahoma County, Oklahoma.
23. Discussion and consideration, including any amendment thereto, of approving Change Order #02 with the Oklahoma Department of Transportation for STPG-255F(482)AG, State Job Number 33739(04), Orchard and Bomber Rail Trail Signals for \$7,292.46.
24. Discussion and consideration, including any amendment thereto, of approving a programming Resolution 2021-44 for possible inclusion into the Air Quality Small Grant Program for a project to add active transportation improvements to Adair Boulevard from Hudiburg Drive to Air Depot Boulevard.
25. Discussion and consideration, including any amendment thereto, of granting a Permanent Easement to Oklahoma Gas and Electric Company across a certain parcel of land located within the corporate boundaries of Midwest City being part of Section Two (2), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, 8610 E. Reno.
26. Discussion and consideration, including any amendment thereto, of approving Change Order #05 with the Oklahoma Department of Transportation for STP-255B(461)AG, State Job Number 31548(04), SE 29th Street Reconstruction from Midwest Boulevard to Douglas Boulevard in the amount of \$86,580.18.
27. Discussion and consideration, including any amendments, of appointing Planning Commission Chairman Russell Smith to serve on the Local Development Review Committee.
28. Discussion and consideration for adoption, including any possible amendment of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction, sealed bid, or other means as necessary.

29. Discussion and consideration for adoption, including any possible amendment of 1) declaring various 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.
15. **Discussion and consideration of, including any possible amendment, awarding a bid and entering into a contract for the third round of Moving Midwest City Forward 2018 G.O. bond asphalt street paving projects with A-Tech Paving Co., in an amount not to exceed \$2,500,000.** P. Menefee addressed Council. After Staff and Council discussion, Reed made a motion to award the contract to A-Tech Paving Co., seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, Favors, and Dukes. Nay: None. Motion carried.
16. **Discussion and consideration, including any possible amendment, of approving and entering into a contract extension agreement with Smith, Roberts, Baldischwiler, LLC (S.R.B.) for the construction administration and inspection services associated with the Moving Midwest City Forward 2018 Bond Proposition I, Street Rehabilitation in an amount not to exceed \$212,400.00.** Reed made a motion to approve, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, Favors, and Dukes. Nay: None. Motion carried.

DISCUSSION ITEMS.

1. **(PC-2090) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from C-3, Community Commercial and to R-HD, High Density Residential, for the property described as a part of the SW/4 of Section 12, T-11-N, R-2-W, located at 2500 S. Douglas Blvd.** Applicant withdrew the application.
2. **(PC-2091) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from A-1, Agricultural to I-3, Heavy Industrial, and a resolution for a Special Use Permit to allow the use of Animal Waste Processing, for a portion of the property addressed as 7221 NE 36th, part of the the SW/4 of Section 15, T-12-N, R-2-W.** Harless addressed the Council. After Staff and Council discussion, Eads made motion to approve Resolution 2021-45 and Ordinance 3468 with subject to comments concerning access to the euthanasia facility, seconded by Reeds. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, Favors and Dukes. Nay: None. Motion carried.
3. **Discussion and consideration, for adoption, including any possible amendments of a correction of an error in the legal description of Ordinance No. 3463 approved by the City Council October 26, 2021.** Reed made a motion to approve correction of Ordinance 3463, seconded by Bowen. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, Favors, and Dukes. Nay: None. Motion carried.
4. **(PC-2099) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from C-3, Community Commercial and R-6, Single Family Residential to PUD, Planned Unit Development, governed by the R-MD, Medium Density Residential and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential, and OR, Office Retail, to MDR, Medium Density Residential, for the property described as a part of the SW/4 of Section 34, T-12-N, R-2-W, located at 2905**

and 2913 N. Glenhaven Drive and 198 and 208 Marlow Drive. B. Harless , Marc Thompson of 212 Country Club Ter., Sandy Boyle of 201 Orchard Dr., Carol Hager of 304 Guy Dr., Julie Atkinson of 3202 N. Glenhaven, David Box, applicants Attorney, and Renee Bennett of 2925 Bella Vista addressed Council. After discussion, Eads made a motion to take no action and request all the studies discussed be done prior to bringing item back consistent with our staffs request, seconded by Reed. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, Favors, and Dukes. Nay: None. Motion carried.

At 7:34 PM a recess was taken. Meeting reconvened at 7:45 PM.

5. (PC-2100) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from R-6, Single Family Detached Residential to PUD, Planned Unit Development, governed by the R-6, Single Family Detached Residential and R-HD, High Density Residential districts and a resolution to amend a portion of the Comprehensive Plan from LDR, Low Density Residential to HDR, High Density Residential, for the property described as a part of the SW/4 of Section 5, T-11-N, R-1-W, addressed as 11455 SE 15th Street. No action taken.

6. (PC – 2101) Discussion and consideration of adoption, including any possible amendment of the proposed preliminary plat of Cypress Village, described as a part of the SW/4 of Section 6, T11N, R1W, addressed as 10100 S.E. 10th St. and 1120 S. Post Rd. After discussion, Favors made motion to approve the plat, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, Favors, and Dukes. Nay: None. Motion carried.

7. Discussion and consideration, including any amendment thereto, of a request by Mr. Daryl Ljunghammar to waive the requirements of requiring a sewer connection in order to obtain a building permit per Midwest City Code 43-109, for his property at 8720 NE 17th Street. B. Bundy and D. Ljunghammer addressed the Council. After Staff and Council discussion, Reed made a motion to deny the wavier, seconded by Eads. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, Favors, and Dukes. Nay: None. Motion carried.

*Allen left the meeting at 7:51 PM.

8. Discussion and consideration of adoption, including any possible amendment to an update to the temporary Traffic Calming measures installed along Murray Drive and Cardinal Place six months ago in June of 2021. P. Menefee and Aryeh Abraham of 720 Briarwood addressed the Council. After Staff and Council discussion, Byrne made motion to expand the program, seconded by Reed. Voting Aye: Eads, Byrne, Bowen, Reed, Favors, and Dukes. Nay: None. Absent: Allen. Motion carried.

9. (TS-446) Discussion and consideration of adoption, including any possible amendment of accepting the updated Traffic Signal Study and analysis for the intersection of N.E. 10th Street and Shadybrook Drive and approving the Traffic and Safety Commission’s recommendation of denial for a signal installation. P. Menefee and Chief Porter addressed the Council. After Staff and Council discussion, Reed made a motion to accept study and deny signal installation, seconded by Byrne. Voting Aye: Eads, Byrne, Bowen, Reed, Favors, and Dukes. Nay: None. Absent: Allen. Motion carried.

10. **Discussion and consideration of a resolution, including any possible amendment, of the City Council of the City of Midwest City, to rescind Resolution 2018-31; withdrawing from the Trust Agreement and Indenture creating the Regional Transportation Authority of Central Oklahoma (RTA); and rescinding appointments to the Regional Transportation Authority of Central Oklahoma.** After discussion, Eads made a motion to approve Resolution 2021-46, seconded by Favors. Voting Aye: Eads, Byrne, Bowen, Reed, Favors, and Dukes. Nay: None. Absent: Allen. Motion carried.
11. **Discussion and consideration, including any amendments, to adopting a resolution fixing the amount of bonds to mature each year, fixing the time and place the bonds are to be sold and authorizing the Clerk to give notice of said sale as required by law.** John Weidman, bond counsel address the Council. After discussion, Reed made a motion to approve Resolution 2021-47, seconded by Byrne. Voting Aye: Eads, Byrne, Bowen, Reed, Favors, and Dukes. Nay: None. Absent: Allen. Motion carried.
12. **Discussion and consideration for adoption, including any possible amendment, of a resolution declaring the intent of the City Council of the City of Midwest City, Oklahoma, to consider the designation of a portion of the city as a "Statutory Reinvestment Area" and to consider creation of a related "Tax Increment District" pursuant to Oklahoma law; creating the Midwest City Local Development Act Review Committee ("the Review Committee"); determining membership of the Review Committee; designating the manner and term of appointment of Committee members; providing for meetings of the Review Committee; establishing officers; determining voting rights and quorum; directing the Review Committee to consider proposed project plans and to make any findings and recommendations required by law; directing the Midwest City Planning Commission to consider the proposed project plans and make any recommendations required by law; and containing other provisions relating thereto.** R. Coleman addressed the Council. After Staff and Council discussion, Eads made motion to approve Resolution 2021-48, seconded by Bowen, Voting Aye: Eads, Byrne, Bowen, Reed, Favors, and Dukes. Nay: None. Absent: Allen. Motion carried.
13. **Appointment of a City Council member to serve as Chairman of the Local Development Review Committee.** Eads made motion to appoint Byrne, seconded by Reed. Voting Aye: Eads, Byrne, Bowen, Reed, Favors, and Dukes. Nay: None. Absent: Allen. Motion carried.
14. **Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration, Article X, Payment of Municipal Obligations, Section 2-143, Authority to institute legal action and settle claims; and providing for a repealer, severability and an effective date of January 15, 2022.** D. Maisch addressed the Council. After Staff and Council discussion, Reed made a motion to approve Ordinance 3469, seconded by Eads. Voting Aye: Eads, Byrne, Bowen, Reed, Favors, and Dukes. Nay: None. Absent: Allen. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION.

The following citizen addressed the council: Joel Bain of 12309 Elizabeth Dr., Thomas Byrd of 11155 Larkin Ln., Brittany Hussain of 609 Crescent Cir., and Fred Hawk of 1302 S. Caldwell.

At 8:48 PM Eads made motion to recess, seconded by Reed. Voting Aye: Eads, Byrne, Bowen, Reed, Favors, and Dukes. Nay: None. Absent: Allen. Motion Carried.

At 9:01 PM Reed made motion to reconvene, seconded by Eads. Voting Aye: Eads, Byrne, Bowen, Reed, Favors, and Dukes. Nay: None. Absent: Allen. Motion Carried.

EXECUTIVE SESSION.

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

At 9:01 PM Eads made a motion to enter executive session, seconded by Reed. Voting Aye: Eads, Byrne, Bowen, Reed, Favors, and Dukes. Nay: None. Absent: Allen. Motion Carried.

At 9:11 PM Reed made a motion to return to open session, seconded by Eads. Voting Aye: Eads, Byrne, Bowen, Reed, Favors, and Dukes. Nay: None. Absent: Allen. Motion Carried.

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

- 2. Discussion and consideration of 1) 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 take action as appropriate based on the discussion in executive session.**

At 9:29 PM Reed made motion to enter executive session, seconded by Eads. Voting Aye: Eads, Byrne, Bowen, Reed, Favors, and Dukes. Nay: None. Absent: Allen. Motion carried.

At 10:18 PM Reed made motion to return to open session, seconded by Bowen. Voting Aye: Eads, Byrne, Bowen, Reed, Favors, and Dukes. Nay: None. Absent: Allen. Motion carried.

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

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 10:19 PM.

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director/ City Treasurer

DATE: January 25, 2022

SUBJECT: Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of November 2021.

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

2018 Election G.O. Bond (270) decreased due to the payments for:	
Various Capital Outlay	<\$2,065,142>
G.O. Debt Services (350) decreased because of the payment for:	
Series 2019A Interest	<\$250,125>
MWC Hospital Authority (425) activities for November:	
Compounded Principal (9010) - unrealized loss on investment	<\$1,462,339>
Discretionary (9050) - unrealized loss on investment	<\$459,108>
In Lieu of/ ROR/ Misc. (9060) – SSM hospital pilot & rent accrual	\$750,000

Tiatia Cromar

Tiatia Cromar
Finance Director/ City Treasurer

City of Midwest City
Financial Summary by Fund
for Period Ending November, 2021

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2021 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	4,918,395	-	4,541,773	1,194,334	(817,712)	376,622	4,918,395
10	GENERAL	11,649,205	(162,002)	10,404,097	18,051,706	(16,968,600)	1,083,106	11,487,203
11	CAPITAL OUTLAY RESERVE	736,880	-	741,398	812	(5,330)	(4,518)	736,880
13	STREET AND ALLEY FUND	1,658,081	-	1,617,200	281,185	(240,304)	40,881	1,658,081
14	TECHNOLOGY FUND	487,109	-	433,563	148,956	(95,410)	53,546	487,109
15	STREET LIGHT FEE	1,681,996	-	1,747,738	248,800	(314,541)	(65,741)	1,681,996
16	REIMBURSED PROJECTS	1,049,573	(7)	1,055,221	51,040	(56,693)	(5,653)	1,049,568
17	29TH & DOUGLAS PROPERTY	3,062	-	291	10,003	(7,232)	2,771	3,062
20	MWC POLICE DEPARTMENT	9,665,878	(5,608)	8,840,718	7,594,393	(6,774,840)	819,553	9,660,270
21	POLICE CAPITALIZATION	1,107,095	-	724,080	690,980	(307,965)	383,015	1,107,095
25	JUVENILE FUND	48,367	-	38,163	25,874	(15,669)	10,204	48,367
30	POLICE STATE SEIZURES	85,907	-	87,864	95	(2,051)	(1,956)	85,907
31	SPECIAL POLICE PROJECTS	88,647	-	87,241	2,597	(1,192)	1,406	88,647
33	POLICE FEDERAL PROJECTS	49,926	-	48,467	1,459	-	1,459	49,926
34	POLICE LAB FEE FUND	28,361	-	25,123	6,022	(2,785)	3,238	28,361
35	EMPLOYEE ACTIVITY FUND	24,884	(835)	24,677	369	(997)	(628)	24,049
36	JAIL	168,835	-	148,088	43,359	(22,612)	20,747	168,835
37	POLICE IMPOUND FEE	123,191	-	114,337	17,980	(9,125)	8,855	123,191
40	MWC FIRE DEPARTMENT	6,335,376	(4)	5,798,220	5,926,657	(5,389,505)	537,152	6,335,372
41	FIRE CAPITALIZATION	1,507,748	-	1,263,814	376,383	(132,449)	243,934	1,507,748
45	MWC WELCOME CENTER	409,207	3	337,163	89,240	(17,194)	72,047	409,210
46	CONV / VISITORS BUREAU	354,799	-	276,171	166,715	(88,088)	78,628	354,799
50	DRAINAGE TAX FUND	-	-	-	-	-	-	-
60	CAPITAL DRAINAGE IMP	657,653	-	710,068	197,143	(249,559)	(52,415)	657,653
61	STORM WATER QUALITY	1,223,473	-	1,183,745	341,091	(301,364)	39,728	1,223,473
65	STREET TAX FUND	2,044,765	-	1,868,157	224,170	(47,562)	176,608	2,044,765
70	EMERGENCY OPER FUND	859,238	-	838,966	246,649	(226,376)	20,272	859,238
75	PUBLIC WORKS ADMIN	592,482	-	630,577	626,157	(664,252)	(38,096)	592,482
80	INTERSERVICE FUND	773,353	-	718,232	1,181,117	(1,125,995)	55,121	773,353
81	SURPLUS PROPERTY	581,123	(460,271)	119,209	21,129	(19,486)	1,643	120,852
115	ACTIVITY FUND	346,350	62	358,955	36,318	(48,861)	(12,543)	346,412
123	PARK & RECREATION	769,885	(150)	723,200	277,373	(230,838)	46,534	769,735
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	257,397	(257,397)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	189,079	(10,000)	169,787	35,966	(26,674)	9,292	179,079
143	GRANT FUNDS	6,224,231	(6,164,231)	289,122	(111,724)	(117,398)	(229,122)	60,000

City of Midwest City
Financial Summary by Fund
for Period Ending November, 2021
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2021 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,873,098	-	2,538,212	404,317	(69,431)	334,886	2,873,098
172	CAP. WATER IMP-WALKER	1,930,288	-	1,703,191	227,868	(770)	227,098	1,930,288
178	CONST LOAN PAYMENT REV	3,759,841	(15,358)	3,428,570	352,897	(36,983)	315,914	3,744,484
184	SEWER BACKUP FUND	80,212	-	80,124	88	-	88	80,212
186	SEWER CONSTRUCTION	5,539,855	-	5,345,887	608,232	(414,265)	193,968	5,539,855
187	UTILITY SERVICES	556,942	(924)	465,084	513,759	(422,824)	90,935	556,019
188	CAP. SEWER IMP.-STROTH	1,046,581	-	746,433	332,463	(32,314)	300,149	1,046,581
189	UTILITIES CAPITAL OUTLAY	2,330,567	(120,444)	2,128,425	151,681	(69,983)	81,698	2,210,123
190	MWC SANITATION DEPARTMENT	5,318,168	-	4,703,029	3,282,866	(2,667,727)	615,139	5,318,168
191	MWC WATER DEPARTMENT	4,219,045	-	3,857,782	3,182,622	(2,821,360)	361,263	4,219,045
192	MWC SEWER DEPARTMENT	3,570,475	(15)	2,796,457	3,341,119	(2,567,116)	774,003	3,570,460
193	MWC UTILITIES AUTHORITY	1,011,367	-	951,918	59,592	(143)	59,449	1,011,367
194	DOWNTOWN REDEVELOPMENT	577,130	(5,045)	579,446	639	(8,000)	(7,361)	572,085
195	HOTEL/CONFERENCE CENTER	272,489	(646,701)	(249,597)	985,007	(1,109,622)	(124,615)	(374,212)
196	HOTEL 4% FF&E	675,438	(270,648)	601,751	2,730,397	(2,927,358)	(196,961)	404,791
197	JOHN CONRAD REGIONAL GOLF	337,700	(145,811)	176,484	259,843	(244,438)	15,405	191,889
201	URBAN RENEWAL AUTHORITY	19,238	-	21,797	58,607	(61,166)	(2,559)	19,238
202	RISK MANAGEMENT	770,810	(37)	1,322,592	376,402	(928,220)	(551,818)	770,774
204	WORKERS COMP	3,739,191	-	3,795,625	331,927	(388,362)	(56,434)	3,739,191
220	ANIMALS BEST FRIEND	70,911	-	66,529	9,536	(5,154)	4,382	70,911
225	HOTEL MOTEL FUND	-	-	-	294,120	(294,120)	-	-
230	CUSTOMER DEPOSITS	1,507,370	(1,507,370)	-	1,696	(1,696)	-	-
235	MUNICIPAL COURT	95,646	(95,646)	-	101	(101)	-	-
240	L & H BENEFITS	1,766,364	(75,278)	1,440,177	4,291,021	(4,040,112)	250,909	1,691,086
250	CAPITAL IMP REV BOND	6,901,757	(47,733,932)	(40,093,181)	6,639,847	(7,378,842)	(738,995)	(40,832,176)
269	2002 G.O. STREET BOND	317,065	-	316,717	347	-	347	317,065
270	2018 ELECTION G.O. BOND	20,303,723	(338,100)	28,243,801	243,806	(8,521,985)	(8,278,178)	19,965,623
271	2018 G.O. BONDS PROPRIETARY	4,263,140	(301,015)	7,103,148	10,591	(3,151,614)	(3,141,023)	3,962,124
310	DISASTER RELIEF	8,626,243	(185,273)	8,683,115	120,132	(362,278)	(242,146)	8,440,970
340	REVENUE BOND SINKING FUND	-	-	-	2,809,492	(2,809,492)	-	-
350	G. O. DEBT SERVICES	1,846,439	(14,576)	2,395,523	67,065	(630,725)	(563,660)	1,831,864
352	SOONER ROSE TIF	1,231,033	-	758,227	476,306	(3,500)	472,806	1,231,033
353	ECONOMIC DEV AUTHORITY	55,088,124	(50,719,748)	3,984,950	550,467	(167,041)	383,425	4,368,376
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	127,236,287	(1,530)	125,576,655	4,595,105	(2,937,002)	1,658,104	127,234,758
425-9020	MWC HOSP AUTH-LOAN RESERVE	-	-	-	-	-	-	-
425-9050	MWC HOSP AUTH-DISCRETIONARY	22,706,763	(3,867)	19,799,495	3,379,031	(475,630)	2,903,401	22,702,895
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	10,689,203	-	9,244,883	1,559,856	(115,535)	1,444,321	10,689,204
425-9080	MWC HOSP AUTH GRANTS	725,929	-	152,847	633,082	(60,000)	573,082	725,929
	TOTAL	358,454,612	(108,984,357)	248,637,550	81,143,672	(80,310,963)	832,709	249,470,259



Finance Department
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TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director/ City Treasurer

DATE: January 25, 2022

SUBJECT: Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of December 2021.

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

2018 Election G.O. Bond (270) decreased because of the payments for:

Various Capital Outlay <\$702,271>

G.O. Debt Services (350) increased due to receipts of:

Ad Valorem Taxes \$1,125,030

Sooner Rose TIF (352) decreased because of the payment for:

Debt service <\$397,014>

MWC Hospital Authority (425) activities for December:

Compounded Principal (9010) - realized gain on investment	\$4,503,994
- unrealized loss on investment	<\$1,262,645>
Discretionary (9050) - realized gain on investment	\$1,414,114
- unrealized loss on investment	<\$396,431>

Tiatia Cromar

Tiatia Cromar
Finance Director/ City Treasurer

City of Midwest City
Financial Summary by Fund
for Period Ending December, 2021

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2021 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	4,932,632	-	4,541,773	1,429,058	(1,038,199)	390,859	4,932,632
10	GENERAL	11,530,882	(157,926)	10,404,097	21,528,845	(20,559,986)	968,859	11,372,956
11	CAPITAL OUTLAY RESERVE	737,045	-	741,398	976	(5,330)	(4,354)	737,045
13	STREET AND ALLEY FUND	1,696,743	-	1,617,200	326,744	(247,200)	79,543	1,696,743
14	TECHNOLOGY FUND	507,821	-	433,563	173,906	(99,648)	74,257	507,821
15	STREET LIGHT FEE	1,656,321	-	1,747,738	298,754	(390,171)	(91,417)	1,656,321
16	REIMBURSED PROJECTS	1,035,729	(6)	1,055,221	63,512	(83,009)	(19,497)	1,035,724
17	29TH & DOUGLAS PROPERTY	3,062	-	291	10,004	(7,232)	2,772	3,062
20	MWC POLICE DEPARTMENT	9,441,168	(5,608)	8,840,718	9,065,801	(8,470,959)	594,843	9,435,560
21	POLICE CAPITALIZATION	1,232,745	-	724,080	828,521	(319,856)	508,665	1,232,745
25	JUVENILE FUND	51,296	-	38,163	31,102	(17,969)	13,133	51,296
30	POLICE STATE SEIZURES	84,719	-	87,864	114	(3,259)	(3,145)	84,719
31	SPECIAL POLICE PROJECTS	85,000	-	87,241	4,201	(6,442)	(2,241)	85,000
33	POLICE FEDERAL PROJECTS	49,635	-	48,467	1,464	(297)	1,167	49,635
34	POLICE LAB FEE FUND	27,997	-	25,123	6,732	(3,858)	2,874	27,997
35	EMPLOYEE ACTIVITY FUND	20,065	-	24,677	5,162	(9,775)	(4,612)	20,065
36	JAIL	177,714	-	148,088	56,296	(26,671)	29,625	177,714
37	POLICE IMPOUND FEE	125,870	-	114,337	21,308	(9,775)	11,533	125,870
40	MWC FIRE DEPARTMENT	6,120,958	(4)	5,798,220	7,068,515	(6,745,781)	322,734	6,120,954
41	FIRE CAPITALIZATION	1,562,973	-	1,263,814	451,120	(151,961)	299,159	1,562,973
45	MWC WELCOME CENTER	412,235	3	337,163	100,730	(25,656)	75,074	412,238
46	CONV / VISITORS BUREAU	356,433	-	276,171	188,654	(108,392)	80,262	356,433
50	DRAINAGE TAX FUND	-	-	-	-	-	-	-
60	CAPITAL DRAINAGE IMP	630,070	-	710,068	236,768	(316,765)	(79,998)	630,070
61	STORM WATER QUALITY	1,216,372	-	1,183,745	406,177	(373,550)	32,627	1,216,372
65	STREET TAX FUND	2,058,659	-	1,868,157	268,276	(77,774)	190,502	2,058,659
70	EMERGENCY OPER FUND	830,726	-	838,966	293,571	(301,811)	(8,239)	830,726
75	PUBLIC WORKS ADMIN	580,996	-	630,577	751,408	(800,989)	(49,581)	580,996
80	INTERSERVICE FUND	677,238	-	718,232	1,367,567	(1,408,562)	(40,995)	677,238
81	SURPLUS PROPERTY	581,926	(461,968)	119,209	25,314	(24,564)	750	119,959
115	ACTIVITY FUND	393,951	62	358,955	91,228	(56,170)	35,058	394,013
123	PARK & RECREATION	780,758	(150)	723,200	327,015	(269,608)	57,408	780,608
141	COMM. DEV. BLOCK GRANT	(115,480)	-	6,029	281,627	(403,136)	(121,508)	(115,480)
142	GRANTS/HOUSING ACTIVITIES	187,009	(10,000)	169,787	40,091	(32,869)	7,222	177,009
143	GRANT FUNDS	6,221,731	(6,161,731)	289,122	(83,651)	(145,471)	(229,122)	60,000

City of Midwest City
Financial Summary by Fund
for Period Ending December, 2021
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2021 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,958,535	-	2,538,212	493,297	(72,973)	420,324	2,958,535
172	CAP. WATER IMP-WALKER	1,966,591	-	1,703,191	264,232	(831)	263,400	1,966,591
178	CONST LOAN PAYMENT REV	3,811,139	(15,358)	3,428,570	404,294	(37,083)	367,211	3,795,781
184	SEWER BACKUP FUND	80,230	-	80,124	106	-	106	80,230
186	SEWER CONSTRUCTION	5,640,000	-	5,345,887	724,907	(430,794)	294,113	5,640,000
187	UTILITY SERVICES	531,277	(924)	465,084	602,670	(537,400)	65,269	530,353
188	CAP. SEWER IMP.-STROTH	1,113,072	-	746,433	399,051	(32,411)	366,639	1,113,072
189	UTILITIES CAPITAL OUTLAY	2,367,752	(117,505)	2,128,425	205,802	(83,979)	121,823	2,250,247
190	MWC SANITATION DEPARTMENT	5,503,985	-	4,703,029	3,950,126	(3,149,170)	800,956	5,503,985
191	MWC WATER DEPARTMENT	4,104,063	-	3,857,782	3,733,564	(3,487,284)	246,280	4,104,063
192	MWC SEWER DEPARTMENT	3,602,030	(31)	2,796,457	4,002,885	(3,197,342)	805,543	3,601,999
193	MWC UTILITIES AUTHORITY	1,010,972	-	951,918	59,819	(764)	59,055	1,010,972
194	DOWNTOWN REDEVELOPMENT	577,259	(5,045)	579,446	767	(8,000)	(7,233)	572,214
195	HOTEL/CONFERENCE CENTER	215,582	(659,812)	(249,597)	1,079,144	(1,273,777)	(194,633)	(444,230)
196	HOTEL 4% FF&E	674,188	(292,676)	601,751	3,151,405	(3,371,645)	(220,239)	381,512
197	JOHN CONRAD REGIONAL GOLF	287,552	(146,527)	176,484	279,509	(314,968)	(35,459)	141,025
201	URBAN RENEWAL AUTHORITY	19,242	-	21,797	58,611	(61,166)	(2,555)	19,242
202	RISK MANAGEMENT	797,740	(37)	1,322,592	451,690	(976,579)	(524,889)	797,703
204	WORKERS COMP	3,782,376	-	3,795,625	395,491	(408,740)	(13,249)	3,782,376
220	ANIMALS BEST FRIEND	72,753	-	66,529	11,379	(5,154)	6,224	72,753
225	HOTEL MOTEL FUND	-	-	-	331,726	(331,726)	-	-
230	CUSTOMER DEPOSITS	1,533,298	(1,533,298)	-	2,037	(2,037)	-	-
235	MUNICIPAL COURT	85,054	(85,054)	-	120	(120)	-	-
240	L & H BENEFITS	1,664,595	(54,515)	1,440,177	5,192,639	(5,022,737)	169,902	1,610,080
250	CAPITAL IMP REV BOND	7,062,342	(47,795,636)	(40,093,181)	7,958,680	(8,598,793)	(640,113)	(40,733,294)
269	2002 G.O. STREET BOND	302,492	-	316,717	414	(14,640)	(14,226)	302,492
270	2018 ELECTION G.O. BOND	19,644,186	(362,583)	28,243,801	262,058	(9,224,256)	(8,962,198)	19,281,603
271	2018 G.O. BONDS PROPRIETARY	4,228,158	(301,015)	7,103,148	11,533	(3,187,538)	(3,176,005)	3,927,142
310	DISASTER RELIEF	8,558,580	(185,273)	8,683,115	124,974	(434,782)	(309,809)	8,373,307
340	REVENUE BOND SINKING FUND	-	-	-	3,363,250	(3,363,250)	-	-
350	G. O. DEBT SERVICES	2,971,470	(14,576)	2,395,523	1,192,758	(631,387)	561,371	2,956,894
352	SOONER ROSE TIF	933,748	-	758,227	576,035	(400,514)	175,521	933,748
353	ECONOMIC DEV AUTHORITY	55,420,359	(50,965,913)	3,984,950	660,526	(191,030)	469,497	4,454,447
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	130,800,477	(1,530)	125,576,655	7,906,330	(2,684,036)	5,222,294	130,798,949
425-9020	MWC HOSP AUTH-LOAN RESERVE	-	-	-	-	-	-	-
425-9050	MWC HOSP AUTH-DISCRETIONARY	23,721,734	(3,867)	19,799,495	4,500,084	(581,712)	3,918,372	23,717,866
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	10,431,734	-	9,244,883	1,309,888	(123,035)	1,186,853	10,431,736
425-9080	MWC HOSP AUTH GRANTS	725,929	-	152,847	633,082	(60,000)	573,082	725,929
	TOTAL	363,093,495	(109,338,500)	248,637,550	99,961,793	(94,844,344)	5,117,448	253,754,998



Finance Department
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TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: January 25, 2022

SUBJECT: Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: Grants Fund, revenue/Intergovernmental (62) \$60,000; revenue/Transfers In (62) \$4,590; expenditures (62) Police \$64,590. Police Impound Fees Fund, expenditures/Transfers Out (62) \$4,590. Reimbursed Projects Fund, expenditures/Neighborhood Services (15) \$11,400. Fire Fund, expenditures/Fire (64) \$85,200. Jail Fund, expenditures/Police (62) \$28,539.

The first two supplements are needed to budget the 2022 Safe Oklahoma Grant from the Oklahoma Highway Safety Office and budget a transfer from the Police Impound Fees Fund to the Grants Fund to cover social security expenses related to the grant. The third supplement is needed to budget estimated expenses for fiscal year 2021-2022 for the Neighborhoods in Action Center. The fourth supplement is needed to budget estimated expenses for Constant Manning Overtime 2 to end of fiscal year. The fifth supplement is needed to budget cost of finger printing equipment for jail.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS
January 25, 2022

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Intergovernmental	60,000			
62	Transfers In	4,590			
62	Police			64,590	
		<u>64,590</u>	<u>0</u>	<u>64,590</u>	<u>0</u>

Explanation:
To budget 2022 Safe Oklahoma Grant from OK Office of Attorney General and transfer in from Police Impound Fees Fund to pay social security expenses related to grant.

Fund POLICE IMPOUND FEES (037)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Transfers Out			4,590	
		<u>0</u>	<u>0</u>	<u>4,590</u>	<u>0</u>

Explanation:
To budget transfer out to Grants Fund to pay social security expenses related to 2022 Safe Oklahoma Grant. Funding to come from fund balance.

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
15	Neighborhood Services			11,400	
		<u>0</u>	<u>0</u>	<u>11,400</u>	<u>0</u>

Explanation:
To budget estimated expenses for fiscal year 21-22 for Neighborhoods in Action Center. Funding to come from rental income on building.

Fund FIRE (040)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
64	Fire			85,200	
		<u>0</u>	<u>0</u>	<u>85,200</u>	<u>0</u>

Explanation:
To budget estimated expenses for Constant Manning Overtime 2 to end of fiscal year. Funding to come from fund balance.

SUPPLEMENTS
January 25, 2022

Fund JAIL (036)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Police			28,539	
		<u>0</u>	<u>0</u>	<u>28,539</u>	<u>0</u>
Explanation: To budget cost of finger printing equipment for jail. Funding to come from Jail Walkthroughs Fee revenue already received.					



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 25, 2022

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

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of December 2021, which is the sixth (6) period of the FY 2021/2022.

Troy Bradley, Human Resources Director

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

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

December 6/FY 2022: \$1,609,892
 December 6/FY 2021: \$1,199,238
 December 6/FY 2020: \$1,408,960
 December 6/FY 2019: \$1,995,105

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



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 25, 2022

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

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of November 2021, which is the fifth (5) period of the FY 2021/2022.

Troy Bradley, Human Resources Director

<u>FISCAL YEAR 2021-2022</u>	<u>Jul-21</u>	<u>Aug-21</u>	<u>Sep-21</u>	<u>Oct-21</u>	<u>Nov-21</u>	<u>Dec-21</u>	<u>Jan-22</u>	<u>Feb-22</u>	<u>Mar-22</u>	<u>Apr-22</u>	<u>May-22</u>	<u>Jun-22</u>
PLAN INCOME												
Projected Budgeted (MTD)	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012
Actual (MTD)	832,833	851,193	896,598	852,564	857,814							
Projected Budgeted (YTD)	910,012	1,820,024	2,730,036	3,640,048	4,550,060	5,460,072	6,370,084	7,280,096	8,190,108	9,100,120	10,010,132	10,920,144
Actual (YTD)	832,833	1,684,026	2,580,624	3,433,188	4,291,002							
PLAN CLAIMS/ADMIN COSTS	<u>Jul-21</u>	<u>Aug-21</u>	<u>Sep-21</u>	<u>Oct-21</u>	<u>Nov-21</u>	<u>Dec-21</u>	<u>Jan-22</u>	<u>Feb-22</u>	<u>Mar-22</u>	<u>Apr-22</u>	<u>May-22</u>	<u>Jun-22</u>
Projected Budgeted (MTD)	804,741	1,005,926	804,741	804,741	1,005,926	804,741	1,005,926	804,741	804,741	804,741	1,005,926	804,741
Actual (MTD)	710,070	876,960	831,545	803,008	769,847							
Projected Budgeted (YTD)	804,741	1,810,667	2,615,408	3,420,149	4,426,075	5,230,816	6,236,742	7,041,483	7,846,224	8,650,965	9,656,891	10,461,632
Actual (YTD)	710,070	1,587,030	2,418,575	3,221,583	3,991,430							
EXCESS INCOME vs. EXPENDITURES	<u>Jul-21</u>	<u>Aug-21</u>	<u>Sep-21</u>	<u>Oct-21</u>	<u>Nov-21</u>	<u>Dec-21</u>	<u>Jan-22</u>	<u>Feb-22</u>	<u>Mar-22</u>	<u>Apr-22</u>	<u>May-22</u>	<u>Jun-22</u>
Projected Budgeted (MTD)	105,271	-95,914	105,271	105,271	-95,914	105,271	-95,914	105,271	105,271	105,271	-95,914	105,271
Actual (MTD)	122,763	-25,767	65,053	49,556	87,967							
Projected Budgeted (YTD)	105,271	9,357	114,628	219,899	123,985	229,256	133,342	238,613	343,884	449,155	353,241	458,512
Actual (YTD)	122,763	96,996	162,049	211,605	299,572							
FISCAL YEAR 2020-2021	<u>Jul-20</u>	<u>Aug-20</u>	<u>Sep-20</u>	<u>Oct-20</u>	<u>Nov-20</u>	<u>Dec-20</u>	<u>Jan-21</u>	<u>Feb-21</u>	<u>Mar-21</u>	<u>Apr-21</u>	<u>May-21</u>	<u>Jun-21</u>
PLAN INCOME												
Projected Budgeted (MTD)	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416
Actual (MTD)	662,819	704,904	753,466	689,432	1,065,534	727,062	722,415	729,187	750,261	791,934	845,640	833,316
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PLAN CLAIMS/ADMIN COSTS	<u>Jul-20</u>	<u>Aug-20</u>	<u>Sep-20</u>	<u>Oct-20</u>	<u>Nov-20</u>	<u>Dec-20</u>	<u>Jan-21</u>	<u>Feb-21</u>	<u>Mar-21</u>	<u>Apr-21</u>	<u>May-21</u>	<u>Jun-21</u>
Projected Budgeted (MTD)	691,492	864,366	691,492	691,492	864,366	691,492	691,492	691,492	864,366	691,492	864,366	691,492
Actual (MTD)	548,997	965,005	927,589	766,622	859,038	854,726	841,941	740,186	683,500	641,347	697,144	827,948
Projected Budgeted (YTD)	691,492	1,555,858	2,247,350	2,938,842	3,803,208	4,494,700	5,186,192	5,877,684	6,742,050	7,433,542	8,297,908	8,989,400
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EXCESS INCOME vs. EXPENDITURES	<u>Jul-20</u>	<u>Aug-20</u>	<u>Sep-20</u>	<u>Oct-20</u>	<u>Nov-20</u>	<u>Dec-20</u>	<u>Jan-21</u>	<u>Feb-21</u>	<u>Mar-21</u>	<u>Apr-21</u>	<u>May-21</u>	<u>Jun-21</u>
Projected Budgeted (MTD)	37,924	-134,950	37,924	37,924	-134,950	37,924	37,924	37,924	-134,950	37,924	-134,950	37,924
Actual (MTD)	113,822	-260,101	-174,123	-77,190	206,496	-127,664	-119,526	-10,999	66,761	150,587	148,496	5,368
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Actual (YTD)	113,822	-146,279	-320,402	-397,592	-191,096	-318,760	-438,286	-449,285	-382,524	-231,937	-83,441	-78,073

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

November 5/FY 2022: \$1,739,498
 November 5/FY 2021: \$1,326,902
 November 5/FY 2020: \$1,690,309
 November 5/FY 2019: \$1,978,052

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



Emergency Management
100 N. Midwest Blvd.
Midwest City, OK 73110
405.739.1386

To: Honorable Mayor and Council

From: Debra Wagner, Emergency Manager

Date: January 25, 2022

Subject: Discussion and consideration of approving and including any possible amendment of an Agreement for the Sub-Grant of Emergency Management Performance Grant Program Funds EMPG 2021 with the State of Oklahoma Department of Emergency Management and Homeland Security (ODEMHS) in the amount of \$20,000 effective October 1, 2021.

This grant is designated by ODEMHS as EMPG 2021. The purpose of the grant is to encourage the development of comprehensive disaster preparedness and assistance plans, programs, capabilities, and organizations by state, local, tribal, and territorial emergency management agencies.

This sub-grant will provide additional funding for developing the City's Emergency Management program, to better prepare the City for effectively responding to disasters and emergencies. Payments to the local jurisdiction will be made on a quarterly basis according to the schedule provided in this performance grant.

This award is designed to supplement the City's Emergency Management budget and facilitate program expansion and improvement. Future grant eligibility is contingent upon completion of the scope of work contained in the attached performance grant agreement.

Staff recommends approval.

A handwritten signature in black ink that reads "Debra Wagner".

Debra Wagner
Emergency Manager

MARK GOWER
State Director



J. KEVIN STITT
Governor

STATE OF OKLAHOMA
DEPARTMENT OF EMERGENCY MANAGEMENT
AND HOMELAND SECURITY

November 8, 2021

Jurisdiction: City of Midwest City

Re: Emergency Management Performance Grant 2021

Your application for financial assistance submitted under the Emergency Management Performance Grant (EMPG) has been approved in the amount of \$20,000.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award.

- Agreement Articles (attached to this Award Letter)
- Executed Application Document
- EMPG Notice of Funding Opportunity (NOFO)

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award. To establish acceptance of this award and its terms, please sign and return this award document.

Sincerely,

A handwritten signature in black ink that reads "Mark Gower".

Mark Gower, C/CISCO, CISSP, CISM, CBCP
Director



Emergency Management Performance Grant Program

EMPG 2021

Agreement Articles

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Emergency Management Performance Grant Program

EMPG 2021

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Emergency Management Performance Grant Program

EMPG 2021

Agreement Articles

Article I - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article II - Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article III - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article IV - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article V - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article VI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article VII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VIII - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article IX - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies;

Emergency Management Performance Grant Program

EMPG 2021

to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article X - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government

Article XI - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XIII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XIV - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XVI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supportedorganizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

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Article XVII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

Article XVIII - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XIX - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XX - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article XXI - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXIII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

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Article XXIV - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXV - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XXVI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXIX - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XXX - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXXI - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXXII - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

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Article XXXIII - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXXIV - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years as long as they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rightsevaluation-tool>.
6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article XXXV - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and groundfloor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

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Article XXXVI - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXXVII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXXVIII - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXXIX - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XL - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLI - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Emergency Management Performance Grant Program

EMPG 2021

Grant Award Acceptance Page

By signing below, the jurisdiction of the City of Midwest City is accepting the terms and conditions of the Emergency Management Performance Grant (EMPG) for the Federal Fiscal Year of 2021-22.

Approved By:

Signature: _____ Date: _____

Highest Elected Official

Printed: _____

Signature: _____ Date: _____

Emergency Management Director

Printed: _____



CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

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

ENGINEERING DIVISION
Brandon Bundy, P.E., City Engineer
CURRENT PLANNING DIVISION
Manager
COMPREHENSIVE PLANNER
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Phillip Condrey, Building Official

TO : Honorable Mayor and Council

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

DATE : January 25th, 2022

SUBJECT : Discussion and consideration for adoption, including any possible amendment of Supplement 1 to the GUY Engineering contract for the design of the resurfacing project for Reno Avenue from Midwest Boulevard to Blake Drive in an increased amount of \$18,945.

The attached Supplement 1 is for the design of an upcoming resurfacing project of Reno Avenue from Midwest Boulevard to Blake Drive (just east of Douglas Boulevard). An agreement was approved by Council on June 9th, 2020 to develop plans for the project to be bid by ODOT. Since that time, there have been additions needed to the scope which required additional work by GUY Engineering.

The project has progressed to final stages and is scheduled to be bid by ODOT on January 20th, 2022. ODOT will then review the bids prior to consideration of awarding a contract. If awarded, work will begin Spring / Summer 2022.

Funding for this project is appropriated in project #571902.

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

Brandon Bundy, P.E.,
City Engineer

Attachment



December 2, 2021

Mr. Brandon Bundy, PE
Community Development City Engineer
Community Development Department
City of Midwest City
100 N Midwest Blvd.
Midwest City, OK 73110
405-739-1213

Re: Federal Aid Project No. STP-255D(479)AG; J/P No. 33124(05), GUY #1304
E Reno Ave
Design Services: Survey Surface Breaklines, Additional Engineering, Final Plan Review
Comments, Adjust Final Plans to Meet City Budget
Request for Supplement 1

Dear Mr. Bundy:

During plan development additional preconstruction services were necessary to produce final plans and specifications including:


- Incorporating additional notes and details as requested by Midwest City, adjusting plan quantities and estimate.
- Producing surface breaklines and rebuilding surface to create grading plans ensuring ADA compliance of pedestrian facilities.
- Revising final plans and quantities so that latest engineer’s opinion of probable construction cost would be within City’s budget which included removing several pay items from the plans and updating plans, quantities, and estimate.

GUY respectfully requests our contract dated 06/09/2020 be supplemented as follows:

Original Contract Value	\$99,994
Supplement 1	<u>\$18,945</u>
Revised Contract Value.....	\$118,939

If you have any questions, please feel free to contact our project manager, Ryan Bellatti, at ryan-b@GUYengr.com or (539) 424-5081.

Sincerely,

 Digitally signed by Rebecca Alvarez
DN: C=US,
E=rebecca@guyengr.com, O=Guy
Engineering, CN=Rebecca Alvarez
Date: 2021.12.02 16:49:19-06'00'

Rebecca Alvarez, PE, CFM
President

Approved:

Encl

Name Date

Title



Public Works Administration

R. Paul Streets, Director
pstreets@midwestcityok.org

405-739-1061

Patrick Menefee, Public Works City Engineer

pmenefee@midwestcityok.org

405-739-1062

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

To: Honorable Mayor and Council

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

Date: January 25th, 2022

Subject: Discussion and consideration of adoption, including any possible amendment of the acceptance of maintenance bonds from Downey Contracting, L.L.C. in the amount of \$4,631.25, respectively.

The one year maintenance bonds from Downey Contracting, L.L.C. are for the sewer line improvements constructed along Helm Drive and Country Lane.

Acceptance is at the discretion of the council.

Patrick Menefee, P.E.,

Public Works City Engineer

Attachment

MAINTENANCE BOND

Bond Number 9365339

KNOW ALL MEN BY THESE PRESENTS, That we Downey Contracting, L.L.C.

as Principal, and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto City of Midwest City

as Obligee, in the penal sum of Four Thousand Six Hundred Thirty-one & 25/100 (\$4,631.25)

to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assign jointly and severally, firmly by these presents.

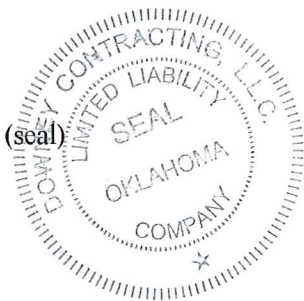
WHEREAS, the said Principal entered into a contract with the Obligee dated December 28 , 2020 for Wassilak Sewer, Helm Dr. and Country Lane

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

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

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

SIGNED, SEALED AND DATED THIS 28th **DAY OF** December , 2020 .



Principal: Downey Contracting, L.L.C.

By: [Signature]
Brandon Downey, Manager Title

Surety: Fidelity and Deposit Company of Maryland



By: [Signature]
Carey L. Kennemer Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Clayton HOWELL, Vicki WILSON, Robert JENSEN, Austin K. GREENHAW, J. Kelly DEER, Shelli R. SAMSEL, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Vaughn P. Graham, Jr., Stephen M. POLEMAN, Deborah L. RAPER, Dwight A. PILGRIM, Gary LILES, Randy D. WEBB, Bobby Joe YOUNG, Aaron WOOLSEY, Carey L. KENNEMER and Cathy COMBS, all of Oklahoma City, Oklahoma**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of September, A.D. 2019.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 26th day of September, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2020

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

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

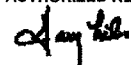
PRODUCER RICH & CARTMILL - OKC 9401 Cedar Lake Avenue Oklahoma City, OK 73114 Gary Liles	405-418-8600	CONTACT NAME: Diane Shepard PHONE (A/C, No, Ext): 405-418-8600 FAX (A/C, No): 405-418-8641 E-MAIL ADDRESS: dshepard@rcins.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Valley Forge Ins Co.</td> <td>20508</td> </tr> <tr> <td>INSURER B:</td> <td>Charter Oak Fire Ins Company</td> <td>25615</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Valley Forge Ins Co.	20508	INSURER B:	Charter Oak Fire Ins Company	25615	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																						
INSURER E:																						
INSURER F:																						
INSURED Downey Contracting LLC 3217 NE 63rd Street Oklahoma City, OK 73121																						

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ltd Poll Worksite GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6080102150	02/01/2020	02/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Ltd Poll \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Equipment Floater			QT-660-5K689663-COF-20	02/01/2020	02/01/2021	See Pg 2

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Wassilak Sewer, Helm Dr. and Country Lane

CERTIFICATE HOLDER MIDW016 City of Midwest City PO BOX 10570 MIDWEST CITY, OK 73140	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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OWNER'S AFFIDAVIT OF ACCEPTANCE & CONTRACTOR'S LIEN WAIVER

PROJECT NAME: Wassilack Green
PROJECT LOCATION: Hobson and Country Lane, Midwest City, Oklahoma
TYPE OF CONSTRUCTION: New Residential Green

OWNER'S AFFIDAVIT OF ACCEPTANCE

I, the undersigned, hereby certify that the above construction was performed in an acceptable manner satisfactory to the owner of the above project and certify the cost of such project is \$ 4631.25 less the City of Midwest City, Engineering Division Inspection Fees.

By [Signature] OWNER Date: 11/4/21

STATE OF Oklahoma
COUNTY OF Oklahoma)ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 11 day of November, 2021, personally appeared Clinton V. Wilson II, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as he free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 5-30-23
[Signature]
NOTARY PUBLIC

CONTRACTOR'S LIEN WAIVER

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

By Alliance Mechanical LLC CONTRACTOR Date: 10-27-2021

STATE OF Ok
COUNTY OF Ok)ss.

TANYA STEIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES FEB. 20, 2024
COMMISSION # 20002077

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 27 day of Oct, 2021, personally appeared KRISTEN TROTT, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that she executed the same as she free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 02-20-2024
[Signature]
NOTARY PUBLIC



CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

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

ENGINEERING DIVISION
Brandon Bundy, P.E., City Engineer
CURRENT PLANNING DIVISION
Manager
COMPREHENSIVE PLANNER
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Phillip Condreay, Building Official

TO : Honorable Mayor and Council

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

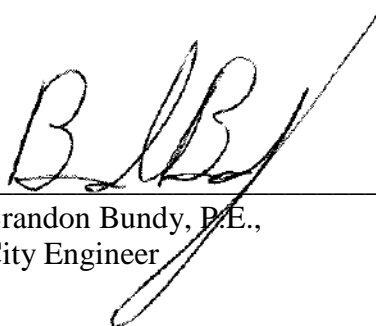
DATE : January 25th, 2022

SUBJECT : Discussion and consideration of, including any possible amendment, accepting a Grant of Permanent Easement from Shaz Investment Group, LLC. across a certain parcel of land located within the corporate boundaries of Midwest City, in the Southeast Quarter (SE/4) of Section Seven (7), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma. Approximate address of parcel providing easement is 10805 SE 29th Street.

Accepting this Permanent Easement is necessary for the developers of The Curve to extend public sanitary sewer to their development. The easement was negotiated and obtained by The Curve on behalf of the City.

Approximate address of parcel providing easement is 10805 SE 29th Street. The easement is along the west frontage of Westminster Road.

Staff recommends accepting the Permanent Easement.



Brandon Bundy, P.E.,
City Engineer

Attachment

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

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT SHAZ INVESTMENT GROUP, LLC. its successors, and assigns (collectively "Grantor") for and in consideration of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto the **CITY OF MIDWEST CITY**, a municipal corporation, and its public trusts (collectively "Grantees") this Permanent Easement over, under, across, through and to the following described property situated in OKLAHOMA County, Oklahoma, shown on **Attachment "A"** ("Subject Property") for the use of the **Grantees** for the purpose of constructing, operating, maintaining, repairing, expanding, and replacing water and wastewater systems and associated facilities, connections, utilities, and appurtenances thereto (collectively "Utility Systems") and including the right of ingress and egress through Grantor's property to and from the Subject Property and all right, title and interest in and to any soil, earthen material, fixture, and appurtenances within the boundaries of the Subject Property, incidentally removed during the use of this Permanent Easement.

THIS EASEMENT IS MADE SUBJECT TO THE FOLLOWING:

1. Grantor agrees that no building or other similar structure shall be erected on, over or under the Subject Property.
2. Grantor may construct driveways and parking areas on the Subject Property.
3. Grantor agrees that Grantees will not maintain, repair or replace Grantor's improvements, including but not limited to fencing, landscaping, sprinklers, pools, sheds, mailboxes, driveways and parking areas whenever it becomes necessary to move or remove improvements, due to any operation, maintenance, replacement, expansion, or repair of the Utility Systems.
4. This Permanent Easement does not create an obligation upon the Grantees to construct the Utility Systems, or provide services or functions. Once the Utility System is constructed the Grantees agree to operate, maintain, replace, expand, or repair the Utility System in accordance with Grantees' standards and policies.
5. The Grantees do not own the creek, river, lake, detention pond, drainage canal, if any, on or adjacent to the Subject Property and are not legally responsible nor does this Permanent Easement create an obligation upon the Grantees for changes, alterations and modifications to any part or parts of the Subject Property described herein, in the past, present or future, which may be affected in any manner by any change or changes in the course of the creek or waterway, by any accretion or erosion, or evulsion, or alluvion or combination thereof, touching or concerning any part of said Subject Property.

This Permanent Easement shall be perpetual and exclusive to Grantees and shall run in favor of the respective parties, hereto, their successors and assigns.

SHAZ INVESTMENT GROUP, LLC.

Dated this 23rd day of December, 2021.

By: [Signature]
Hossein Parzaneh, Manager

STATE OF OKLAHOMA, COUNTY OF OLDENBURG, SS.

This instrument was acknowledged before me on this 23rd day of December, 2021 by Hossein Farzaneh, as Manager of Shaz Investment Group, LLC.

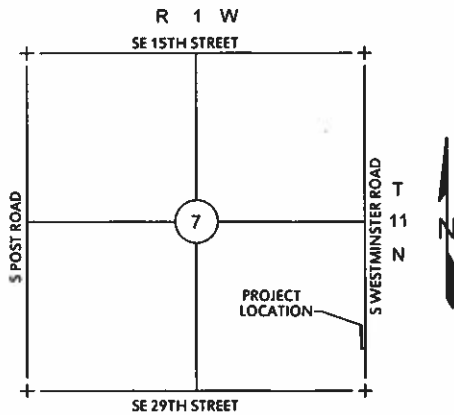
[Signature]
Notary Public

My Commission Expires: 6/3/2025
My Commission No. 21007470

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

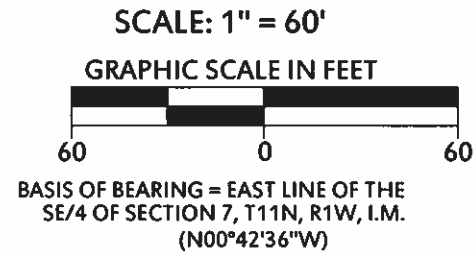
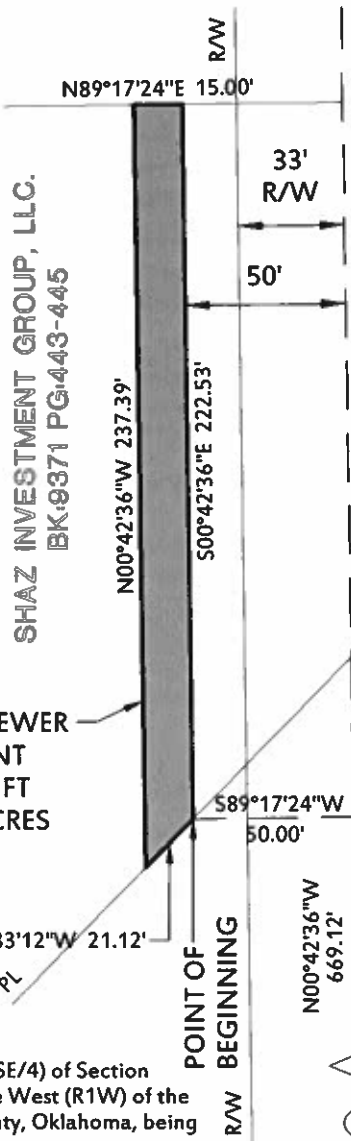
Mayor





LOCATION MAP
SCALE: 1" = 3000'

LEGEND
R/W RIGHT-OF-WAY
PL PROPERTY LINE



SANITARY SEWER EASEMENT
3,449 SQ FT
OR 0.08 ACRES

LEGAL DESCRIPTION


A tract of land situate within the Southeast Quarter (SE/4) of Section Seven (7), Township Eleven North (T11N), Range One West (R1W) of the Indian Meridian (I.M.), Midwest City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast corner of said SE/4; thence N 00° 42' 36" W along the East line of said SE/4 a distance of 669.12 feet; thence S 89° 17' 24" W a distance of 50.00 feet to the POINT OF BEGINNING; thence

S 44° 33' 12" W a distance of 21.12 feet; thence N 00° 42' 36" W a distance of 237.39 feet; thence N 89° 17' 24" E a distance of 15.00 feet; thence S 00° 42' 36" E a distance of 222.53 feet to the POINT OF BEGINNING.

Said tract contains 3,449 Sq Ft or 0.08 Acres, more or less.

POINT OF COMMENCEMENT
SE CORNER OF SE/4 OF SECTION 7, T11N, R1W, I.M.

SANITARY SEWER EASEMENT - ATTACHMENT A	
 <p>Crafton Tull architecture engineering surveying 405.787.6270 405.787.6276 www.craftontull.com</p>	<p>SHEET NO.: 1 of 1 DATE: 3/8/21 PROJECT NO.: 20607900</p>
<small>CERTIFICATE OF AUTHORIZATION: CA 973 (PE/AS) EXPIRES 6/30/2022</small>	



CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

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

ENGINEERING DIVISION
Brandon Bundy, P.E., City Engineer
CURRENT PLANNING DIVISION
Manager
COMPREHENSIVE PLANNER
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Phillip Condrey, Building Official

TO : Honorable Mayor and Council

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

DATE : January 25th, 2022

SUBJECT : Discussion and consideration, including any amendment thereto, of approving Change Order #05 with the Oklahoma Department of Transportation for STP-255N(496)AG, State Job Number 31546(04), Douglas Resurfacing for -\$48,976.19.

The attached change order is for the Douglas Resurfacing project completed in July 2020. This is the final change order for the project and accounts for all the discrepancies in quantities during construction. The amount is negotiated on our behalf by ODOT per the project agreement.

Fund balances are determined at closure of project.

Brandon Bundy, P.E.,
City Engineer

Attachment

Oklahoma Department of Transportation Final Quantity Change Order

Contract ID	190183	Primary County	OKLAHOMA	Primary PCN	31546(04)
Change Order Nbr	005	Project	STP-255N(496)AG		
Contract Description	RESURFACE (A.C. AND P.C.) CITY STREET (DOUGLAS BOULEVARD): FROM SE 4TH STREET, EXTEND NORTH IN THE CITY OF MIDWEST CITY. PROJECT LENGTH = 1.240 MILES				
Change Order Type	CHANGE ORDER				
Zero Dollar Change Order	NO	Status	Pending		

General Change Order Description(s): This change order establishes the final quantity for each item on the original contract and for those items added by change order during the course of the construction work. Associated with each item is a justification for those items which deviated from the original plan quantity or from the quantity established by a previous change. The information presented in this final quantity change order addresses contract pay items only. Penalties, disincentives, or other adjustments associated with this contract will be identified on the final estimate.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change	
31546(04)	0001	0100	201(A) 0102	LSUM	\$15,868.76	1.00	1.00	0.00	1.00		
	Item Description:		CLEARING AND GRUBBING							This Change:	\$0.00
	Supplemental Description 1:									Prev Revised:	\$15,868.76
	Supplemental Description 2:									Final Amount:	\$15,868.76
										Bid Contract:	\$15,868.76
										Net Change:	\$0.00
										PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.								
31546(04)	0002	0100	202(A) 0183	CY	\$23.60	117.00	117.00	50.00	167.00		
	Item Description:		UNCLASSIFIED EXCAVATION							This Change:	\$1,180.00
	Supplemental Description 1:									Prev Revised:	\$2,761.20
	Supplemental Description 2:									Final Amount:	\$3,941.20
										Bid Contract:	\$2,761.20
										Net Change:	\$1,180.00
										PCT Change:	42.73 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
31546(04)	0003	0100	202(E) 0186	CY	\$33.39	117.00	117.00	0.00	117.00		
	Item Description:		SELECT BORROW							This Change:	\$0.00
	Supplemental Description 1:									Prev Revised:	\$3,906.63
	Supplemental Description 2:									Final Amount:	\$3,906.63
										Bid Contract:	\$3,906.63
										Net Change:	\$0.00
										PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.								
31546(04)	0004	0100	205(A) 4229	LSUM	\$15,870.12	1.00	1.00	0.00	1.00		
	Item Description:		TYPE A-SALVAGED TOPSOIL							This Change:	\$0.00
	Supplemental Description 1:									Prev Revised:	\$15,870.12
	Supplemental Description 2:									Final Amount:	\$15,870.12
										Bid Contract:	\$15,870.12
										Net Change:	\$0.00
										PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.								

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bld Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change	
31546(04)	0005	0100	221(C) 2801	LF	\$1.87	1,000.00	1,000.00	-870.00	130.00		
	Item Description:		TEMPORARY SILT FENCE							This Change:	\$-1,626.90
	Supplemental Description 1:									Prev Revised:	\$1,870.00
	Supplemental Description 2:									Final Amount:	\$243.10
										Bid Contract:	\$1,870.00
										Net Change:	\$-1,626.90
										PCT Change:	-87.00 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
31546(04)	0006	0100	230(A) 2806	SY	\$2.25	5,239.00	5,239.00	-1,226.00	4,013.00		
	Item Description:		SOLID SLAB SODDING							This Change:	\$-2,758.50
	Supplemental Description 1:									Prev Revised:	\$11,787.75
	Supplemental Description 2:									Final Amount:	\$9,029.25
										Bid Contract:	\$11,787.75
										Net Change:	\$-2,758.50
										PCT Change:	-23.40 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
31546(04)	0007	0100	303(A) 2100	CY	\$91.53	92.00	92.00	38.28	130.28		
	Item Description:		AGGREGATE BASE TYPE A							This Change:	\$3,503.76
	Supplemental Description 1:									Prev Revised:	\$8,420.76
	Supplemental Description 2:									Final Amount:	\$11,924.52
										Bid Contract:	\$8,420.76
										Net Change:	\$3,503.76
										PCT Change:	41.60 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
31546(04)	0008	0100	307(J) 4290	SY	\$9.88	5,069.00	5,069.00	-862.25	4,206.75		
	Item Description:		MODIFIED SUBGRADE							This Change:	\$-8,519.03
	Supplemental Description 1:									Prev Revised:	\$50,081.72
	Supplemental Description 2:									Final Amount:	\$41,562.69
										Bid Contract:	\$50,081.72
										Net Change:	\$-8,519.03
										PCT Change:	-17.01 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
31546(04)	0009	0100	407(D) 0401	GAL	\$4.25	4,645.00	4,645.00	-2,077.50	2,567.50		
	Item Description:		(SP) NT TACK MATERIAL							This Change:	\$-8,829.37
	Supplemental Description 1:									Prev Revised:	\$19,741.25
	Supplemental Description 2:									Final Amount:	\$10,911.87
										Bid Contract:	\$19,741.25
										Net Change:	\$-8,829.37
										PCT Change:	-44.72 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
31546(04)	0010	0100	411(B) 5945	TON	\$95.85	729.00	537.97	-0.01	537.96		
	Item Description:		SUPERPAVE, TYPE S3(PG 64-22 OK)							This Change:	\$-0.95
	Supplemental Description 1:									Prev Revised:	\$51,564.42
	Supplemental Description 2:									Final Amount:	\$51,563.46
										Bid Contract:	\$69,874.65
										Net Change:	\$-18,311.18
										PCT Change:	-26.20 %

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change	
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
31546(04)	0011	0100	411(C) 5950	TON	\$97.15	3,469.00	3,469.00	139.07	3,608.07		
	Item Description:		SUPERPAVE, TYPE S4(PG 76-28 OK)							This Change:	\$13,510.65
	Supplemental Description 1:									Prev Revised:	\$337,013.35
	Supplemental Description 2:									Final Amount:	\$350,524.00
										Bid Contract:	\$337,013.35
										Net Change:	\$13,510.65
										PCT Change:	4.00 %
	Explanations:		<i>No explanation has been provided for this line item.</i>								
31546(04)	0012	0100	411(C) 5960	TON	\$77.73	3,469.00	3,469.00	-1,389.65	2,079.35		
	Item Description:		SUPERPAVE, TYPE S4(PG 64-22 OK)							This Change:	\$-108,017.49
	Supplemental Description 1:									Prev Revised:	\$269,645.37
	Supplemental Description 2:									Final Amount:	\$161,627.87
										Bid Contract:	\$269,645.37
										Net Change:	\$-108,017.49
										PCT Change:	-40.05 %
	Explanations:		The full bid quantity was not needed for this pay item.This item was increased due to a incorrect calculation on Lot 4.								
31546(04)	0013	0100	411(H) 6210	TON	\$129.90	407.00	0.00	0.00	0.00		
	Item Description:		SUPERPAVE, TYPE S3(PATCH)(PG64-22OK)							This Change:	\$0.00
	Supplemental Description 1:									Prev Revised:	\$0.00
	Supplemental Description 2:									Final Amount:	\$0.00
										Bid Contract:	\$52,869.30
										Net Change:	\$-52,869.30
										PCT Change:	-100 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.								
31546(04)	0014	0100	412 5267	SY	\$3.92	30,970.00	30,970.00	553.70	31,523.70		
	Item Description:		COLD MILLING PAVEMENT							This Change:	\$2,170.50
	Supplemental Description 1:									Prev Revised:	\$121,402.40
	Supplemental Description 2:									Final Amount:	\$123,572.90
										Bid Contract:	\$121,402.40
										Net Change:	\$2,170.50
										PCT Change:	1.78 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
31546(04)	0015	0100	414(B) 5725	SY	\$23.38	4,392.00	4,392.00	755.46	5,147.46		
	Item Description:		DOWEL JOINTED P.C. CONCRETE PAVEMENT(PLACEMENT)							This Change:	\$17,662.65
	Supplemental Description 1:									Prev Revised:	\$102,684.96
	Supplemental Description 2:									Final Amount:	\$120,347.61
										Bid Contract:	\$102,684.96
										Net Change:	\$17,662.65
										PCT Change:	17.20 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
31546(04)	0016	0100	414(G) 5275	CY	\$164.10	1,209.00	1,209.00	77.87	1,286.87		
	Item Description:		P.C. CONCRETE FOR PAVEMENT							This Change:	\$12,778.46
	Supplemental Description 1:									Prev Revised:	\$198,396.90
	Supplemental Description 2:									Final Amount:	\$211,175.36
										Bid Contract:	\$198,396.90

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
									Net Change:	\$12,778.46
									PCT Change:	6.44 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.							
31546(04)	0017	0100	509(C) 0322	CY	\$103.72	20.00	20.00	-6.83	13.17	
	Item Description:		CLASS A CONCRETE, SMALL STRUCTURES							
	Supplemental Description 1:									
	Supplemental Description 2:									
									This Change:	\$-708.40
									Prev Revised:	\$2,074.40
									Final Amount:	\$1,365.99
									Bid Contract:	\$2,074.40
									Net Change:	\$-708.40
									PCT Change:	-34.15 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.							
31546(04)	0018	0100	510(C) 6134	SY	\$252.28	8.00	21.00	-21.00	0.00	
	Item Description:		SLOPE WALL (4")							
	Supplemental Description 1:									
	Supplemental Description 2:									
									This Change:	\$-5,297.88
									Prev Revised:	\$5,297.88
									Final Amount:	\$0.00
									Bid Contract:	\$2,018.24
									Net Change:	\$-2,018.24
									PCT Change:	-100 %
	Explanations:		Pay item was not utilized on the project.							
31546(04)	0019	0100	602(B) 5860	SY	\$145.60	22.00	0.00	0.00	0.00	
	Item Description:		REVETMENT MATTRESSES							
	Supplemental Description 1:									
	Supplemental Description 2:									
									This Change:	\$0.00
									Prev Revised:	\$0.00
									Final Amount:	\$0.00
									Bid Contract:	\$3,203.20
									Net Change:	\$-3,203.20
									PCT Change:	-100 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
31546(04)	0020	0100	609(A) 0300	LF	\$8.72	1,436.00	1,586.00	-98.09	1,487.91	
	Item Description:		CONCRETE CURB (6" BARRIER-INTEGRAL)							
	Supplemental Description 1:									
	Supplemental Description 2:									
									This Change:	\$-855.34
									Prev Revised:	\$13,829.92
									Final Amount:	\$12,974.57
									Bid Contract:	\$12,521.92
									Net Change:	\$452.65
									PCT Change:	3.61 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.							
31546(04)	0021	0100	609(B) 1513	LF	\$31.55	1,348.00	1,388.00	613.85	2,001.85	
	Item Description:		1'-8" COMB. CURB & GUTTER (6" BARRIER)							
	Supplemental Description 1:									
	Supplemental Description 2:									
									This Change:	\$19,366.96
									Prev Revised:	\$43,791.40
									Final Amount:	\$63,158.36
									Bid Contract:	\$42,529.40
									Net Change:	\$20,628.96
									PCT Change:	48.50 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.							
31546(04)	0022	0100	610(A) 0602	SY	\$55.67	3,461.00	3,461.00	71.42	3,532.42	
	Item Description:		4" CONCRETE SIDEWALK							
	Supplemental Description 1:									
									This Change:	\$3,975.95
									Prev Revised:	\$192,673.87

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
Supplemental Description 2:									Final Amount:	\$196,649.82
									Bid Contract:	\$192,673.87
									Net Change:	\$3,975.95
									PCT Change:	2.06 %
Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.										
31546(04)	0023	0100	610(B) 0399	SY	\$74.12	92.00	0.00	0.00	0.00	
Item Description: 6" CONCRETE DRIVEWAY (H.E.S.)									This Change:	\$0.00
Supplemental Description 1:									Prev Revised:	\$0.00
Supplemental Description 2:									Final Amount:	\$0.00
									Bid Contract:	\$6,819.04
									Net Change:	-\$6,819.04
									PCT Change:	-100 %
Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.										
31546(04)	0024	0100	610(B) 0604	SY	\$59.80	733.00	733.00	516.56	1,249.56	
Item Description: 6" CONCRETE DRIVEWAY									This Change:	\$30,890.28
Supplemental Description 1:									Prev Revised:	\$43,833.40
Supplemental Description 2:									Final Amount:	\$74,723.68
									Bid Contract:	\$43,833.40
									Net Change:	\$30,890.28
									PCT Change:	70.47 %
Explanations: The plan quantity for this pay item was not sufficient to complete the pay item.										
31546(04)	0025	0100	610(C) 0609	SY	\$80.56	44.00	44.00	201.33	245.33	
Item Description: 6" CONCRETE DIVIDING STRIP									This Change:	\$16,219.14
Supplemental Description 1:									Prev Revised:	\$3,544.64
Supplemental Description 2:									Final Amount:	\$19,763.78
									Bid Contract:	\$3,544.64
									Net Change:	\$16,219.14
									PCT Change:	457.56 %
Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.										
31546(04)	0026	0100	610(I) 4610	SF	\$28.55	250.00	250.00	20.00	270.00	
Item Description: TACTILE WARNING DEVICE-NEW									This Change:	\$571.00
Supplemental Description 1:									Prev Revised:	\$7,137.50
Supplemental Description 2:									Final Amount:	\$7,708.50
									Bid Contract:	\$7,137.50
									Net Change:	\$571.00
									PCT Change:	8.00 %
Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.										
31546(04)	0027	0100	611(G) 5101	EA	\$2,935.60	1.00	0.00	0.00	0.00	
Item Description: INLET CI DES. 1 (A)									This Change:	\$0.00
Supplemental Description 1:									Prev Revised:	\$0.00
Supplemental Description 2:									Final Amount:	\$0.00
									Bid Contract:	\$2,935.60
									Net Change:	-\$2,935.60
									PCT Change:	-100 %
Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.										
31546(04)	0028	0100	611(G) 5112	EA	\$3,370.42	2.00	2.00	0.00	2.00	

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilft Qty	Amount of Change	
			INLET CI DES. 2 (STD)								
			Item Description:						This Change:	\$0.00	
			Supplemental Description 1:						Prev Revised:	\$6,740.84	
			Supplemental Description 2:						Final Amount:	\$6,740.84	
									Bid Contract:	\$6,740.84	
									Net Change:	\$0.00	
									PCT Change:	0.00 %	
			Explanations:	The final asbuilft quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
31546(04)	0029	0100	611(G) 5113	EA	\$4,240.55	8.00	8.00	0.00	8.00		
			Item Description:						This Change:	\$0.00	
			Supplemental Description 1:						Prev Revised:	\$33,924.40	
			Supplemental Description 2:						Final Amount:	\$33,924.40	
									Bid Contract:	\$33,924.40	
									Net Change:	\$0.00	
									PCT Change:	0.00 %	
			Explanations:	The final asbuilft quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
31546(04)	0030	0100	611(G) 5115	EA	\$5,216.18	2.00	0.00	0.00	0.00		
			Item Description:						This Change:	\$0.00	
			Supplemental Description 1:						Prev Revised:	\$0.00	
			Supplemental Description 2:						Final Amount:	\$0.00	
									Bid Contract:	\$10,432.36	
									Net Change:	\$-10,432.36	
									PCT Change:	-100 %	
			Explanations:	The final asbuilft quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
31546(04)	0031	0100	611(H) 5325	VF	\$320.42	28.40	28.40	-28.40	0.00		
			Item Description:						This Change:	\$-9,099.92	
			Supplemental Description 1:						Prev Revised:	\$9,099.92	
			Supplemental Description 2:						Final Amount:	\$0.00	
									Bid Contract:	\$9,099.92	
									Net Change:	\$-9,099.92	
									PCT Change:	-100 %	
			Explanations:	Pay item was not utilized on the project.							
31546(04)	0032	0100	611(L) 0487	CF	\$69.11	742.00	562.00	-15.00	547.00		
			Item Description:						This Change:	\$-1,036.65	
			Supplemental Description 1:						Prev Revised:	\$38,839.82	
			Supplemental Description 2:						Final Amount:	\$37,803.17	
									Bid Contract:	\$51,279.62	
									Net Change:	\$-13,476.45	
									PCT Change:	-26.28 %	
			Explanations:	The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.							
31546(04)	0033	0100	612(A) 0641	EA	\$639.39	5.00	5.00	-5.00	0.00		
			Item Description:						This Change:	\$-3,196.95	
			Supplemental Description 1:						Prev Revised:	\$3,196.95	
			Supplemental Description 2:						Final Amount:	\$0.00	
									Bid Contract:	\$3,196.95	
									Net Change:	\$-3,196.95	
									PCT Change:	-100 %	
			Explanations:	Pay item was not utilized on the project.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
31546(04)	0034	0100	612(C) 0645	EA	\$1,201.52	1.00	1.00	-1.00	0.00	
	Item Description:		INLET ADJUST TO GRADE						This Change:	-\$1,201.52
	Supplemental Description 1:								Prev Revised:	\$1,201.52
	Supplemental Description 2:								Final Amount:	\$0.00
									Bid Contract:	\$1,201.52
									Net Change:	-\$1,201.52
									PCT Change:	-100 %
	Explanations:	Pay item was not utilized on the project.								
31546(04)	0035	0100	612(E) 0647	EA	\$293.43	5.00	5.00	2.00	7.00	
	Item Description:		VALVE BOXES ADJUST TO GRADE						This Change:	\$586.86
	Supplemental Description 1:								Prev Revised:	\$1,467.15
	Supplemental Description 2:								Final Amount:	\$2,054.01
									Bid Contract:	\$1,467.15
									Net Change:	\$586.86
									PCT Change:	40.00 %
	Explanations:	The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
31546(04)	0036	0100	612(F) 0648	EA	\$362.08	5.00	5.00	-5.00	0.00	
	Item Description:		METER BOXES ADJUST TO GRADE						This Change:	-\$1,810.40
	Supplemental Description 1:								Prev Revised:	\$1,810.40
	Supplemental Description 2:								Final Amount:	\$0.00
									Bid Contract:	\$1,810.40
									Net Change:	-\$1,810.40
									PCT Change:	-100 %
	Explanations:	Pay item was not utilized on the project.								
31546(04)	0037	0100	613(A) 0492	LF	\$102.68	250.00	250.00	-10.00	240.00	
	Item Description:		24" R.C.PIPE CLASS III						This Change:	-\$1,026.80
	Supplemental Description 1:								Prev Revised:	\$25,670.00
	Supplemental Description 2:								Final Amount:	\$24,643.20
									Bid Contract:	\$25,670.00
									Net Change:	-\$1,026.80
									PCT Change:	-4.00 %
	Explanations:	The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
31546(04)	0038	0100	613(EE) 5610	LF	\$57.04	20.00	0.00	0.00	0.00	
	Item Description:		(SP) 18" CORRUGATED POLYPROPYLENE PIPE						This Change:	\$0.00
	Supplemental Description 1:								Prev Revised:	\$0.00
	Supplemental Description 2:								Final Amount:	\$0.00
									Bid Contract:	\$1,140.80
									Net Change:	-\$1,140.80
									PCT Change:	-100 %
	Explanations:	The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.								
31546(04)	0039	0100	613(EE) 5620	LF	\$60.60	500.00	0.00	0.00	0.00	
	Item Description:		(SP) 24" CORRUGATED POLYPROPYLENE PIPE						This Change:	\$0.00
	Supplemental Description 1:								Prev Revised:	\$0.00
	Supplemental Description 2:								Final Amount:	\$0.00
									Bid Contract:	\$30,300.00
									Net Change:	-\$30,300.00

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuil Qty	Amount of Change
										PCT Change: -100 %
	Explanations:	The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.								
31546(04)	0040	0100	613(EE) 5630	LF	\$85.56	475.00	0.00	0.00	0.00	
	Item Description:	(SP) 30" CORRUGATED POLYPROPYLENE PIPE								This Change: \$0.00
	Supplemental Description 1:									Prev Revised: \$0.00
	Supplemental Description 2:									Final Amount: \$0.00
										Bid Contract: \$40,641.00
										Net Change: -\$40,641.00
										PCT Change: -100 %
	Explanations:	The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.								
31546(04)	0041	0100	613(EE) 5640	LF	\$99.28	400.00	0.00	0.00	0.00	
	Item Description:	(SP) 36" CORRUGATED POLYPROPYLENE PIPE								This Change: \$0.00
	Supplemental Description 1:									Prev Revised: \$0.00
	Supplemental Description 2:									Final Amount: \$0.00
										Bid Contract: \$39,712.00
										Net Change: -\$39,712.00
										PCT Change: -100 %
	Explanations:	The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.								
31546(04)	0042	0100	613(EE) 5650	LF	\$110.95	260.00	60.00	-9.18	50.82	
	Item Description:	(SP) 42" CORRUGATED POLYPROPYLENE PIPE								This Change: \$-1,018.52
	Supplemental Description 1:									Prev Revised: \$6,657.00
	Supplemental Description 2:									Final Amount: \$5,638.47
										Bid Contract: \$28,847.00
										Net Change: \$-23,208.52
										PCT Change: -80.45 %
	Explanations:	The full previously approved quantity was not needed for this pay item.								
31546(04)	0043	0100	613(L) 5726	EA	\$800.58	2.00	0.00	0.00	0.00	
	Item Description:	18" PREFAB. CULVERT END SECTION, ROUND								This Change: \$0.00
	Supplemental Description 1:									Prev Revised: \$0.00
	Supplemental Description 2:									Final Amount: \$0.00
										Bid Contract: \$1,601.16
										Net Change: \$-1,601.16
										PCT Change: -100 %
	Explanations:	The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.								
31546(04)	0044	0100	613(L) 5730	EA	\$961.76	3.00	3.00	-3.00	0.00	
	Item Description:	24" PREFAB. CULVERT END SECTION, ROUND								This Change: \$-2,885.28
	Supplemental Description 1:									Prev Revised: \$2,885.28
	Supplemental Description 2:									Final Amount: \$0.00
										Bid Contract: \$2,885.28
										Net Change: \$-2,885.28
										PCT Change: -100 %
	Explanations:	Pay item was not utilized on the project.								
31546(04)	0045	0100	619(A) 0920	LSUM	\$22,863.02	1.00	1.00	0.00	1.00	
	Item Description:	REMOVAL OF STRUCTURES & OBSTRUCTIONS								This Change: \$0.00
	Supplemental Description 1:									Prev Revised: \$22,863.02
	Supplemental Description 2:									Final Amount: \$22,863.02

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
										Bid Contract: \$22,863.02
										Net Change: \$0.00
										PCT Change: 0.00 %
										Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.
31546(04)	0046	0100	619(B) 0291	EA	\$2,286.31	2.00	4.00	-2.00	2.00	This Change: -\$4,572.62
										Prev Revised: \$9,145.24
										Final Amount: \$4,572.62
										Bid Contract: \$4,572.62
										Net Change: \$0.00
										PCT Change: 0.00 %
										Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.
31546(04)	0047	0100	619(B) 4727	SY	\$11.32	111.00	111.00	0.11	111.11	This Change: \$1.24
										Prev Revised: \$1,256.52
										Final Amount: \$1,257.76
										Bid Contract: \$1,256.52
										Net Change: \$1.24
										PCT Change: 0.09 %
										Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.
31546(04)	0048	0100	619(B) 4728	SY	\$7.55	395.00	3,289.00	830.59	4,119.59	This Change: \$6,270.95
										Prev Revised: \$24,831.95
										Final Amount: \$31,102.90
										Bid Contract: \$2,982.25
										Net Change: \$28,120.65
										PCT Change: 942.93 %
										Explanations: The plan quantity for this pay item was not sufficient to complete the pay item.
31546(04)	0049	0100	619(B) 4741	EA	\$685.93	1.00	1.00	0.00	1.00	This Change: \$0.00
										Prev Revised: \$685.93
										Final Amount: \$685.93
										Bid Contract: \$685.93
										Net Change: \$0.00
										PCT Change: 0.00 %
										Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.
31546(04)	0050	0100	619(B) 4763	SY	\$14.65	4,194.00	1,300.00	-281.20	1,018.80	This Change: -\$4,119.58
										Prev Revised: \$19,045.00
										Final Amount: \$14,925.42
										Bid Contract: \$61,442.10
										Net Change: -\$46,516.68
										PCT Change: -75.70 %
										Explanations: The full previously approved quantity was not needed for this pay item.
31546(04)	0051	0100	619(B) 4766	SY	\$15.10	1,237.00	1,237.00	251.72	1,488.72	This Change: \$3,800.97

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuil Qty	Amount of Change	
										Supplemental Description 1: Supplemental Description 2:	Prev Revised: \$18,678.70 Final Amount: \$22,479.67 Bid Contract: \$18,678.70 Net Change: \$3,800.97 PCT Change: 20.34 %
										Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.	
31546(04)	0052	0100	619(B) 4767	SY	\$15.07	32.00	32.00	-10.53	21.47	Item Description: REMOVAL OF ASPHALT DRIVEWAY Supplemental Description 1: Supplemental Description 2:	This Change: \$-158.68 Prev Revised: \$482.24 Final Amount: \$323.55 Bid Contract: \$482.24 Net Change: \$-158.68 PCT Change: -32.90 %
										Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.	
31546(04)	0053	0100	619(B) 4775	SY	\$15.08	34.00	34.00	-9.00	25.00	Item Description: REMOVAL OF CONCRETE CURB OPENING Supplemental Description 1: Supplemental Description 2:	This Change: \$-135.72 Prev Revised: \$512.72 Final Amount: \$377.00 Bid Contract: \$512.72 Net Change: \$-135.72 PCT Change: -26.47 %
										Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.	
31546(04)	0054	0100	619(B) 4791	LF	\$3.78	871.00	871.00	-100.25	770.75	Item Description: REMOVAL OF CURB Supplemental Description 1: Supplemental Description 2:	This Change: \$-378.94 Prev Revised: \$3,292.38 Final Amount: \$2,913.43 Bid Contract: \$3,292.38 Net Change: \$-378.94 PCT Change: -11.50 %
										Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.	
31546(04)	0055	0100	619(B) 4792	SY	\$15.10	238.00	238.00	13.44	251.44	Item Description: REMOVAL OF SIDEWALK Supplemental Description 1: Supplemental Description 2:	This Change: \$202.94 Prev Revised: \$3,593.80 Final Amount: \$3,796.74 Bid Contract: \$3,593.80 Net Change: \$202.94 PCT Change: 5.64 %
										Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.	
31546(04)	0056	0100	619(B) 5150	SY	\$15.11	109.00	109.00	-26.78	82.22	Item Description: REMOVAL OF BRICK CHATTER MEDIAN Supplemental Description 1: Supplemental Description 2:	This Change: \$-404.64 Prev Revised: \$1,646.99 Final Amount: \$1,242.34 Bid Contract: \$1,646.99 Net Change: \$-404.64 PCT Change: -24.56 %
										Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.	

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change	
31546(04)	0057	0100	619(B) 5918	LF	\$22.86	20.00	295.00	-16.00	279.00		
	Item Description:		REMOVAL OF EXISTING PIPE							This Change:	\$-365.76
	Supplemental Description 1:									Prev Revised:	\$6,743.70
	Supplemental Description 2:									Final Amount:	\$6,377.94
										Bid Contract:	\$457.20
										Net Change:	\$5,920.74
										PCT Change:	1295 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
31546(04)	0058	0100	619(B) 6068	LF	\$137.19	5.00	5.00	0.00	5.00		
	Item Description:		REMOVAL OF EXISTING RETAINING WALL							This Change:	\$0.00
	Supplemental Description 1:									Prev Revised:	\$685.95
	Supplemental Description 2:									Final Amount:	\$685.95
										Bid Contract:	\$685.95
										Net Change:	\$0.00
										PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.								
31546(04)	0059	0100	619(B) 6132	SY	\$15.05	38.00	38.00	12.84	50.84		
	Item Description:		REMOVAL OF 6" CONCRETE DIVIDING STRIP							This Change:	\$193.24
	Supplemental Description 1:									Prev Revised:	\$571.90
	Supplemental Description 2:									Final Amount:	\$765.14
										Bid Contract:	\$571.90
										Net Change:	\$193.24
										PCT Change:	33.78 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
31546(04)	0060	0100	619(C) 0924	LF	\$4.51	500.00	500.00	4,270.58	4,770.58		
	Item Description:		SAWING PAVEMENT							This Change:	\$19,260.31
	Supplemental Description 1:									Prev Revised:	\$2,255.00
	Supplemental Description 2:									Final Amount:	\$21,515.31
										Bid Contract:	\$2,255.00
										Net Change:	\$19,260.31
										PCT Change:	854.11 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
31546(04)	0061	0100	622(A) 4445	LF	\$277.70	25.00	40.00	-17.00	23.00		
	Item Description:		2" PIPE RAILING							This Change:	\$-4,720.90
	Supplemental Description 1:									Prev Revised:	\$11,108.00
	Supplemental Description 2:									Final Amount:	\$6,387.10
										Bid Contract:	\$6,942.50
										Net Change:	\$-555.40
										PCT Change:	-8.00 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
31546(04)	0062	0100	629(A) 4958	EA	\$217.63	1.00	1.00	-1.00	0.00		
	Item Description:		MAILBOX INSTALLATION-SINGLE							This Change:	\$-217.63
	Supplemental Description 1:									Prev Revised:	\$217.63
	Supplemental Description 2:									Final Amount:	\$0.00
										Bid Contract:	\$217.63
										Net Change:	\$-217.63
										PCT Change:	-100 %

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change	
	Explanations:		Pay item was not utilized on the project.								
31546(04)	0063	0100	629(C) 4960	EA	\$108.81	1.00	1.00	-1.00	0.00		
	Item Description:		MAILBOX							This Change:	\$-108.81
	Supplemental Description 1:									Prev Revised:	\$108.81
	Supplemental Description 2:									Final Amount:	\$0.00
										Bid Contract:	\$108.81
										Net Change:	\$-108.81
										PCT Change:	-100 %
	Explanations:		Pay item was not utilized on the project.								
31546(04)	0064	0100	629(E) 5048	EA	\$217.63	2.00	2.00	-2.00	0.00		
	Item Description:		REMOVE AND RESET MAILBOX							This Change:	\$-435.26
	Supplemental Description 1:									Prev Revised:	\$435.26
	Supplemental Description 2:									Final Amount:	\$0.00
										Bid Contract:	\$435.26
										Net Change:	\$-435.26
										PCT Change:	-100 %
	Explanations:		Pay item was not utilized on the project.								
31546(04)	0065	0300	802(B) 8344	LF	\$48.97	140.00	0.00	0.00	0.00		
	Item Description:		3" PVC SCH.40 PLASTIC CONDUIT BORED							This Change:	\$0.00
	Supplemental Description 1:									Prev Revised:	\$0.00
	Supplemental Description 2:									Final Amount:	\$0.00
										Bid Contract:	\$6,855.80
										Net Change:	\$-6,855.80
										PCT Change:	-100 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.								
31546(04)	0066	0300	803(A) 8065	EA	\$821.55	1.00	1.00	-1.00	0.00		
	Item Description:		PULL BOX(SIZE I)							This Change:	\$-821.55
	Supplemental Description 1:									Prev Revised:	\$821.55
	Supplemental Description 2:									Final Amount:	\$0.00
										Bid Contract:	\$821.55
										Net Change:	\$-821.55
										PCT Change:	-100 %
	Explanations:		Pay item was not utilized on the project.								
31546(04)	0067	0300	804(A) 2915	CY	\$1,904.24	1.35	1.35	0.45	1.80		
	Item Description:		STRUCTURAL CONCRETE							This Change:	\$856.90
	Supplemental Description 1:									Prev Revised:	\$2,570.72
	Supplemental Description 2:									Final Amount:	\$3,427.63
										Bid Contract:	\$2,570.72
										Net Change:	\$856.90
										PCT Change:	33.33 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
31546(04)	0068	0300	804(B) 2916	LB	\$3.26	130.20	130.20	43.40	173.60		
	Item Description:		REINFORCING STEEL							This Change:	\$141.48
	Supplemental Description 1:									Prev Revised:	\$424.45
	Supplemental Description 2:									Final Amount:	\$565.93
										Bid Contract:	\$424.45

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
									Net Change:	\$141.48
									PCT Change:	33.33 %
	Explanations:	The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
31546(04)	0069	0300	805(A) 8704	EA	\$92.49	6.00	6.00	-6.00	0.00	
	Item Description:	REMOVAL OF PULL BOX								
	Supplemental Description 1:									
	Supplemental Description 2:									
									This Change:	-\$554.94
									Prev Revised:	\$554.94
									Final Amount:	\$0.00
									Bid Contract:	\$554.94
									Net Change:	-\$554.94
									PCT Change:	-100 %
	Explanations:	Pay item was not utilized on the project.								
31546(04)	0070	0300	805(B) 8728	EA	\$544.07	4.00	4.00	-4.00	0.00	
	Item Description:	(PL)RESET OF PULL BOX								
	Supplemental Description 1:									
	Supplemental Description 2:									
									This Change:	-\$2,176.28
									Prev Revised:	\$2,176.28
									Final Amount:	\$0.00
									Bid Contract:	\$2,176.28
									Net Change:	-\$2,176.28
									PCT Change:	-100 %
	Explanations:	Pay item was not utilized on the project.								
31546(04)	0071	0300	805(D) 8756	EA	\$136.02	5.00	5.00	-5.00	0.00	
	Item Description:	(PL)REMOVE & RESET EXISTING SIGNS								
	Supplemental Description 1:									
	Supplemental Description 2:									
									This Change:	-\$680.10
									Prev Revised:	\$680.10
									Final Amount:	\$0.00
									Bid Contract:	\$680.10
									Net Change:	-\$680.10
									PCT Change:	-100 %
	Explanations:	Pay item was not utilized on the project.								
31546(04)	0072	0300	806(B) 8894	EA	\$1,207.84	3.00	3.00	1.00	4.00	
	Item Description:	10' MTG.HT.TS PED.POLE(G.STL.)								
	Supplemental Description 1:									
	Supplemental Description 2:									
									This Change:	\$1,207.84
									Prev Revised:	\$3,623.52
									Final Amount:	\$4,831.36
									Bid Contract:	\$3,623.52
									Net Change:	\$1,207.84
									PCT Change:	33.33 %
	Explanations:	The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
31546(04)	0073	0300	809(A) 8090	EA	\$1,686.62	5.00	5.00	-4.00	1.00	
	Item Description:	ROADWAY LUMINAIRE								
	Supplemental Description 1:									
	Supplemental Description 2:									
									This Change:	-\$6,746.48
									Prev Revised:	\$8,433.10
									Final Amount:	\$1,686.62
									Bid Contract:	\$8,433.10
									Net Change:	-\$6,746.48
									PCT Change:	-80.00 %
	Explanations:	The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
31546(04)	0074	0300	825(A) 8559	EA	\$21,218.73	3.00	3.00	0.00	3.00	
	Item Description:	SIGNAL SYSTEM CONTROLLER UPGRADE								
	Supplemental Description 1:									
									This Change:	\$0.00
									Prev Revised:	\$63,656.19

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bld Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change	
Supplemental Description 2:									Final Amount:	\$63,656.19	
									Bid Contract:	\$63,656.19	
									Net Change:	\$0.00	
									PCT Change:	0.00 %	
Explanations:									The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.		
31546(04)	0075	0300	828 8132	LSUM	\$117,519.12	1.00	1.00	0.00	1.00		
Item Description:			(PL)DETECTION SYSTEM (VIDEO)							This Change:	\$0.00
Supplemental Description 1:										Prev Revised:	\$117,519.12
Supplemental Description 2:										Final Amount:	\$117,519.12
									Bld Contract:	\$117,519.12	
									Net Change:	\$0.00	
									PCT Change:	0.00 %	
Explanations:									The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.		
31546(04)	0076	0300	830 8000	EA	\$1,572.36	12.00	12.00	0.00	12.00		
Item Description:			PEDESTRIAN PUSH BUTTON							This Change:	\$0.00
Supplemental Description 1:										Prev Revised:	\$18,868.32
Supplemental Description 2:										Final Amount:	\$18,868.32
									Bld Contract:	\$18,868.32	
									Net Change:	\$0.00	
									PCT Change:	0.00 %	
Explanations:									The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.		
31546(04)	0077	0300	831 8280	EA	\$1,022.85	20.00	20.00	-19.00	1.00		
Item Description:			1WAY 4SEC. ADJ. SIG. HD.S-13							This Change:	\$-19,434.15
Supplemental Description 1:										Prev Revised:	\$20,457.00
Supplemental Description 2:										Final Amount:	\$1,022.85
									Bld Contract:	\$20,457.00	
									Net Change:	\$-19,434.15	
									PCT Change:	-95.00 %	
Explanations:									The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.		
31546(04)	0078	0300	831 8295	EA	\$669.21	12.00	12.00	0.00	12.00		
Item Description:			1WAY 2SEC. ADJ. PED. SIG. HD. S-20							This Change:	\$0.00
Supplemental Description 1:										Prev Revised:	\$8,030.52
Supplemental Description 2:										Final Amount:	\$8,030.52
									Bld Contract:	\$8,030.52	
									Net Change:	\$0.00	
									PCT Change:	0.00 %	
Explanations:									The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.		
31546(04)	0079	0300	833 3030	EA	\$217.63	20.00	20.00	2.00	22.00		
Item Description:			BACKPLATE							This Change:	\$435.26
Supplemental Description 1:										Prev Revised:	\$4,352.60
Supplemental Description 2:										Final Amount:	\$4,787.86
									Bld Contract:	\$4,352.60	
									Net Change:	\$435.26	
									PCT Change:	10.00 %	
Explanations:									The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.		
31546(04)	0080	0300	834(A) 8207	LF	\$21.76	50.00	50.00	13.00	63.00		

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
			Item Description: 5/C TRAFFIC SIGNAL ELECTRICAL CABLE						This Change:	\$282.88
			Supplemental Description 1:						Prev Revised:	\$1,088.00
			Supplemental Description 2:						Final Amount:	\$1,370.88
									Bid Contract:	\$1,088.00
									Net Change:	\$282.88
									PCT Change:	26.00 %
			Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.							
31546(04)	0081	0300	834(B) 8220	LF	\$10.88	90.00	90.00	-6.00	84.00	
			Item Description: 2/C SHIELDED LOOP DETECTOR LEAD-IN CABLE						This Change:	-\$65.28
			Supplemental Description 1:						Prev Revised:	\$979.20
			Supplemental Description 2:						Final Amount:	\$913.92
									Bid Contract:	\$979.20
									Net Change:	-\$65.28
									PCT Change:	-6.66 %
			Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.							
31546(04)	0082	0300	840(B) 8593	EA	\$1,085.96	4.00	4.00	-4.00	0.00	
			Item Description: E.P.S. OPTICAL DETECTOR						This Change:	-\$4,343.84
			Supplemental Description 1:						Prev Revised:	\$4,343.84
			Supplemental Description 2:						Final Amount:	\$0.00
									Bid Contract:	\$4,343.84
									Net Change:	-\$4,343.84
									PCT Change:	-100 %
			Explanations: Pay item was not utilized on the project.							
31546(04)	0083	0300	840(C) 8594	LF	\$3.26	1,020.00	1,020.00	-1,020.00	0.00	
			Item Description: E.P.S. OPTICAL DETECTOR CABLE						This Change:	-\$3,325.20
			Supplemental Description 1:						Prev Revised:	\$3,325.20
			Supplemental Description 2:						Final Amount:	\$0.00
									Bid Contract:	\$3,325.20
									Net Change:	-\$3,325.20
									PCT Change:	-100 %
			Explanations: Pay item was not utilized on the project.							
31546(04)	0084	0300	840(D) 8595	EA	\$3,808.49	2.00	2.00	-2.00	0.00	
			Item Description: E.P.S. 2 CHANNEL PHASE SELECTOR						This Change:	-\$7,616.98
			Supplemental Description 1:						Prev Revised:	\$7,616.98
			Supplemental Description 2:						Final Amount:	\$0.00
									Bid Contract:	\$7,616.98
									Net Change:	-\$7,616.98
									PCT Change:	-100 %
			Explanations: Pay item was not utilized on the project.							
31546(04)	0085	0300	850(A) 8110	SF	\$15.23	77.00	77.00	-43.50	33.50	
			Item Description: SHEET ALUMINUM SIGNS						This Change:	-\$662.50
			Supplemental Description 1:						Prev Revised:	\$1,172.71
			Supplemental Description 2:						Final Amount:	\$510.20
									Bid Contract:	\$1,172.71
									Net Change:	-\$662.50
									PCT Change:	-56.49 %
			Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change	
31546(04)	0086	0300	850(C) 8118	SF	\$63.11	7.50	7.50	-7.50	0.00		
	Item Description:		MAST ARM MOUNTED SIGNS(ALUMINUM)							This Change:	\$-473.32
	Supplemental Description 1:									Prev Revised:	\$473.32
	Supplemental Description 2:									Final Amount:	\$0.00
	Explanations:		Pay item was not utilized on the project.							Bid Contract:	\$473.32
										Net Change:	\$-473.32
										PCT Change:	-100 %
31546(04)	0087	0300	851(B) 3216	LF	\$17.41	36.00	36.00	61.00	97.00		
	Item Description:		2"@3.65 GALV.STEEL PIPE POST							This Change:	\$1,062.01
	Supplemental Description 1:									Prev Revised:	\$626.76
	Supplemental Description 2:									Final Amount:	\$1,688.77
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.							Bid Contract:	\$626.76
										Net Change:	\$1,062.01
										PCT Change:	169.44 %
31546(04)	0088	0300	855(A) 8812	LF	\$0.74	15,733.00	15,733.00	-156.00	15,577.00		
	Item Description:		TRAFFIC STRIPE(PLASTIC)(4" WIDE)							This Change:	\$-115.44
	Supplemental Description 1:									Prev Revised:	\$11,642.42
	Supplemental Description 2:									Final Amount:	\$11,526.98
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.							Bid Contract:	\$11,642.42
										Net Change:	\$-115.44
										PCT Change:	-0.99 %
31546(04)	0089	0300	855(A) 8814	LF	\$2.18	192.00	192.00	-192.00	0.00		
	Item Description:		TRAFFIC STRIPE(PLASTIC)(8" WIDE)							This Change:	\$-418.56
	Supplemental Description 1:									Prev Revised:	\$418.56
	Supplemental Description 2:									Final Amount:	\$0.00
	Explanations:		Pay item was not utilized on the project.							Bid Contract:	\$418.56
										Net Change:	\$-418.56
										PCT Change:	-100 %
31546(04)	0090	0300	855(A) 8818	LF	\$2.18	760.00	760.00	-442.00	318.00		
	Item Description:		TRAFFIC STRIPE(PLASTIC)(12" WIDE)							This Change:	\$-963.56
	Supplemental Description 1:									Prev Revised:	\$1,656.80
	Supplemental Description 2:									Final Amount:	\$693.24
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.							Bid Contract:	\$1,656.80
										Net Change:	\$-963.56
										PCT Change:	-58.15 %
31546(04)	0091	0300	855(A) 8825	LF	\$5.44	62.00	62.00	94.00	156.00		
	Item Description:		TRAFFIC STRIPE(PLASTIC)(24" WIDE)							This Change:	\$511.36
	Supplemental Description 1:									Prev Revised:	\$337.28
	Supplemental Description 2:									Final Amount:	\$848.64
	Explanations:									Bid Contract:	\$337.28
										Net Change:	\$511.36

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change	
										PCT Change: 151.61 %	
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
31546(04)	0092	0300	855(B) 8818	EA	\$163.22	10.00	10.00	-1.00	9.00		
	Item Description:		TRAFFIC STRIPE(PLASTIC)(ARROWS)							This Change:	-\$163.22
	Supplemental Description 1:									Prev Revised:	\$1,632.20
	Supplemental Description 2:									Final Amount:	\$1,468.98
										Bid Contract:	\$1,632.20
										Net Change:	-\$163.22
										PCT Change:	-10.00 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
31546(04)	0093	0300	856(A) 8530	LF	\$1.36	6,112.00	6,112.00	83.00	6,195.00		
	Item Description:		TRAFFIC STRIPE(MULTI-POLYMER)(4" WIDE)							This Change:	\$112.88
	Supplemental Description 1:									Prev Revised:	\$8,312.32
	Supplemental Description 2:									Final Amount:	\$8,425.20
										Bid Contract:	\$8,312.32
										Net Change:	\$112.88
										PCT Change:	1.35 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
31546(04)	0094	0300	856(A) 8540	LF	\$2.18	2,048.00	2,048.00	-240.00	1,808.00		
	Item Description:		TRAFFIC STRIPE(MULTI-POLY.)(8" WIDE)							This Change:	-\$523.20
	Supplemental Description 1:									Prev Revised:	\$4,464.64
	Supplemental Description 2:									Final Amount:	\$3,941.44
										Bid Contract:	\$4,464.64
										Net Change:	-\$523.20
										PCT Change:	-11.71 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
31546(04)	0095	0300	856(A) 8548	LF	\$5.44	50.00	50.00	-19.00	31.00		
	Item Description:		TRAFFIC STRIPE(MULTI-POLY)(12" WIDE)							This Change:	-\$103.36
	Supplemental Description 1:									Prev Revised:	\$272.00
	Supplemental Description 2:									Final Amount:	\$168.64
										Bid Contract:	\$272.00
										Net Change:	-\$103.36
										PCT Change:	-38.00 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
31546(04)	0096	0300	856(A) 8555	LF	\$3.26	384.00	384.00	-5.00	379.00		
	Item Description:		TRAFFIC STRIPE(MULTI-POLY.)(24" WIDE)							This Change:	-\$16.30
	Supplemental Description 1:									Prev Revised:	\$1,251.84
	Supplemental Description 2:									Final Amount:	\$1,235.54
										Bid Contract:	\$1,251.84
										Net Change:	-\$16.30
										PCT Change:	-1.30 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.								
31546(04)	0097	0300	856(B) 8860	EA	\$136.02	37.00	37.00	2.00	39.00		
	Item Description:		TRAFFIC STRIPE(MULTI-POLY.)(ARROWS)							This Change:	\$272.04
	Supplemental Description 1:									Prev Revised:	\$5,032.74
	Supplemental Description 2:									Final Amount:	\$5,304.78

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change	
										Bid Contract: \$5,032.74 Net Change: \$272.04 PCT Change: 5.40 %	
										Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.	
31546(04)	0098	0300	857(A) 8839	LF	\$0.22	10,000.00	10,000.00	8,339.00	18,339.00	Item Description: CONSTRUCTION TRAFFIC STRIPE(PAINT)(4" WIDE) Supplemental Description 1: Supplemental Description 2:	This Change: \$1,834.58 Prev Revised: \$2,200.00 Final Amount: \$4,034.58 Bid Contract: \$2,200.00 Net Change: \$1,834.58 PCT Change: 83.39 %
										Explanations: This item was increased due to the multiple phasing used by the contractor.	
31546(04)	0099	0300	857(E) 8887	EA	\$1.09	60.00	60.00	-60.00	0.00	Item Description: (PL)CONSTRUCTION ZONE PAVEMENT MARKERS(FLEX TAB)TYPE 2-1 Supplemental Description 1: Supplemental Description 2:	This Change: \$-65.40 Prev Revised: \$65.40 Final Amount: \$0.00 Bid Contract: \$65.40 Net Change: \$-65.40 PCT Change: -100 %
										Explanations: Pay item was not utilized on the project.	
31546(04)	0100	0300	857(E) 8890	EA	\$1.09	1,180.00	1,180.00	-493.00	687.00	Item Description: (PL)CONSTRUCTION ZONE PAVEMENT MARKERS(FLEX TAB)TYPE 2-2 Supplemental Description 1: Supplemental Description 2:	This Change: \$-537.37 Prev Revised: \$1,286.20 Final Amount: \$748.83 Bid Contract: \$1,286.20 Net Change: \$-537.37 PCT Change: -41.77 %
										Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.	
31546(04)	0101	0300	857(F) 8006	LF	\$0.14	8,001.00	8,001.00	5,204.50	13,205.50	Item Description: PAVEMENT MARKING REMOVAL(TRAFFIC STRIPE) Supplemental Description 1: Supplemental Description 2:	This Change: \$728.63 Prev Revised: \$1,120.14 Final Amount: \$1,848.77 Bid Contract: \$1,120.14 Net Change: \$728.63 PCT Change: 65.04 %
										Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.	
31546(04)	0102	0300	857(F) 8007	EA	\$27.20	22.00	22.00	0.00	22.00	Item Description: PAVEMENT MARKING REMOVAL(ARROWS) Supplemental Description 1: Supplemental Description 2:	This Change: \$0.00 Prev Revised: \$598.40 Final Amount: \$598.40 Bid Contract: \$598.40 Net Change: \$0.00 PCT Change: 0.00 %
										Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.	
31546(04)	0103	0300	857(F) 8008	EA	\$27.20	9.00	9.00	0.00	9.00	Item Description: PAVEMENT MARKING REMOVAL(WORDS) This Change: \$0.00	

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change	
										Supplemental Description 1: Supplemental Description 2:	Prev Revised: \$244.80 Final Amount: \$244.80 Bid Contract: \$244.80 Net Change: \$0.00 PCT Change: 0.00 %
										Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.	
31546(04)	0104	0300	880(A) 8812	SD	\$1.09	480.00	480.00	-480.00	0.00	Item Description: ARROW DISPLAY(TYPE C) Supplemental Description 1: Supplemental Description 2:	This Change: \$-523.20 Prev Revised: \$523.20 Final Amount: \$0.00 Bid Contract: \$523.20 Net Change: \$-523.20 PCT Change: -100 %
										Explanations: Pay item was not utilized on the project.	
31546(04)	0105	0300	880(B) 8818	SD	\$0.54	5,770.00	8,770.00	-228.00	8,542.00	Item Description: CONSTRUCTION SIGNS 0 TO 6.25 SF Supplemental Description 1: Supplemental Description 2:	This Change: \$-123.12 Prev Revised: \$4,735.80 Final Amount: \$4,612.68 Bid Contract: \$3,115.80 Net Change: \$1,496.88 PCT Change: 48.04 %
										Explanations: Construction signs were placed in accordance with the contract specifications and the MUTCD to provide adequate guidance for the traveling public.	
31546(04)	0106	0300	880(B) 8821	SD	\$0.44	2,424.00	4,424.00	2,176.00	6,600.00	Item Description: CONSTRUCTION SIGNS 6.26 SF TO 15.99 SF Supplemental Description 1: Supplemental Description 2:	This Change: \$957.44 Prev Revised: \$1,946.56 Final Amount: \$2,904.00 Bid Contract: \$1,066.56 Net Change: \$1,837.44 PCT Change: 172.27 %
										Explanations: Construction signs were placed in accordance with the contract specifications and the MUTCD to provide adequate guidance for the traveling public.	
31546(04)	0107	0300	880(B) 8824	SD	\$5.44	1,440.00	4,740.00	4,652.00	9,392.00	Item Description: CONSTRUCTION SIGNS 16.0 SF TO 32.99 SF Supplemental Description 1: Supplemental Description 2:	This Change: \$25,306.88 Prev Revised: \$25,785.60 Final Amount: \$51,092.48 Bid Contract: \$7,833.60 Net Change: \$43,258.88 PCT Change: 552.22 %
										Explanations: Construction signs were placed in accordance with the contract specifications and the MUTCD to provide adequate guidance for the traveling public.	
31546(04)	0108	0300	880(C) 8842	SD	\$1.09	1,494.00	3,544.00	1,900.00	5,444.00	Item Description: CONSTRUCTION BARRICADES(TYPE III) Supplemental Description 1: Supplemental Description 2:	This Change: \$2,071.00 Prev Revised: \$3,862.96 Final Amount: \$5,933.96 Bid Contract: \$1,628.46 Net Change: \$4,305.50

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
										PCT Change: 264.39 %
	Explanations:		Construction signs were placed in accordance with the contract specifications and the MUTCD to provide adequate guidance for the traveling public.							
31546(04)	0109	0300	880(C) 8848	SD	\$0.11	2,400.00	2,400.00	-2,400.00	0.00	
	Item Description:		WING BARRICADES							
	Supplemental Description 1:									
	Supplemental Description 2:									
										This Change: \$-264.00
										Prev Revised: \$264.00
										Final Amount: \$0.00
										Bid Contract: \$264.00
										Net Change: \$-264.00
										PCT Change: -100 %
	Explanations:		Pay item was not utilized on the project.							
31546(04)	0110	0300	880(E) 8860	SD	\$0.27	5,640.00	12,440.00	6,305.00	18,745.00	
	Item Description:		WARNING LIGHTS(TYPE A)							
	Supplemental Description 1:									
	Supplemental Description 2:									
										This Change: \$1,702.35
										Prev Revised: \$3,358.80
										Final Amount: \$5,061.15
										Bid Contract: \$1,522.80
										Net Change: \$3,538.35
										PCT Change: 232.35 %
	Explanations:		Construction signs were placed in accordance with the contract specifications and the MUTCD to provide adequate guidance for the traveling public.							
31546(04)	0111	0300	880(F) 8878	SD	\$0.11	5,640.00	9,640.00	2,920.00	12,560.00	
	Item Description:		DRUMS							
	Supplemental Description 1:									
	Supplemental Description 2:									
										This Change: \$321.20
										Prev Revised: \$1,060.40
										Final Amount: \$1,381.60
										Bid Contract: \$620.40
										Net Change: \$761.20
										PCT Change: 122.69 %
	Explanations:		Construction signs were placed in accordance with the contract specifications and the MUTCD to provide adequate guidance for the traveling public.							
31546(04)	0112	0300	880(G) 8890	SD	\$0.11	35,400.00	52,400.00	-458.00	51,942.00	
	Item Description:		CHANNELIZER CONES							
	Supplemental Description 1:									
	Supplemental Description 2:									
										This Change: \$-50.38
										Prev Revised: \$5,764.00
										Final Amount: \$5,713.62
										Bid Contract: \$3,894.00
										Net Change: \$1,819.62
										PCT Change: 46.72 %
	Explanations:		Construction signs were placed in accordance with the contract specifications and the MUTCD to provide adequate guidance for the traveling public.							
31546(04)	0113	0300	882(A) 8306	SD	\$16.32	480.00	480.00	-414.00	66.00	
	Item Description:		PORT.CHANGEABLE MESSAGE SIGN							
	Supplemental Description 1:									
	Supplemental Description 2:									
										This Change: \$-6,756.48
										Prev Revised: \$7,833.60
										Final Amount: \$1,077.12
										Bid Contract: \$7,833.60
										Net Change: \$-6,756.48
										PCT Change: -86.25 %
	Explanations:		Construction signs were placed in accordance with the contract specifications and the MUTCD to provide adequate guidance for the traveling public.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bld Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change	
31546(04)	0114	0600	642(B) 0096	LSUM	\$36,771.17	1.00	1.00	0.00	1.00		
	Item Description:		CONSTRUCTION STAKING LEVEL II							This Change:	\$0.00
	Supplemental Description 1:									Prev Revised:	\$36,771.17
	Supplemental Description 2:									Final Amount:	\$36,771.17
										Bid Contract:	\$36,771.17
										Net Change:	\$0.00
										PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.								
31546(04)	0115	0640	220 2800	LSUM	\$4,955.64	1.00	0.00	0.00	0.00		
	Item Description:		SWPPP DOCUMENTATION AND MANAGEMENT							This Change:	\$0.00
	Supplemental Description 1:									Prev Revised:	\$0.00
	Supplemental Description 2:									Final Amount:	\$0.00
										Bid Contract:	\$4,955.64
										Net Change:	-\$4,955.64
										PCT Change:	-100 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.								
31546(04)	0116	0640	641 1552	LSUM	\$153,272.21	1.00	1.00	0.00	1.00		
	Item Description:		MOBILIZATION							This Change:	\$0.00
	Supplemental Description 1:									Prev Revised:	\$153,272.21
	Supplemental Description 2:									Final Amount:	\$153,272.21
										Bid Contract:	\$153,272.21
										Net Change:	\$0.00
										PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.								
31546(04)	8001	0100	619(B) 4742	EA	\$712.93	0.00	1.00	0.00	1.00		
	Item Description:		REMOVAL OF MANHOLES							This Change:	\$0.00
	Supplemental Description 1:		REMOVAL OF MANHOLES							Prev Revised:	\$712.93
	Supplemental Description 2:									Final Amount:	\$712.93
										Bid Contract:	\$0.00
										Net Change:	\$712.93
										PCT Change:	100.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.								
31546(04)	8002	0100	104 0300	LF	\$397.12	0.00	55.00	0.00	55.00		
	Item Description:		CONSTRUCTION MISCELLANEOUS							This Change:	\$0.00
	Supplemental Description 1:		REMOVAL OF EXISTING 3' X 4' RCB							Prev Revised:	\$21,841.60
	Supplemental Description 2:									Final Amount:	\$21,841.60
										Bid Contract:	\$0.00
										Net Change:	\$21,841.60
										PCT Change:	100.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.								
31546(04)	8003	0100	613(E) 5620	LF	\$89.31	0.00	500.00	-42.00	458.00		
	Item Description:		(SP) 24" CORRUGATED POLYPROPYLENE PIPE							This Change:	-\$3,751.26
	Supplemental Description 1:		(SP) 24" CORRUGATED POLYPROPYLENE PIPE							Prev Revised:	\$44,657.90
	Supplemental Description 2:									Final Amount:	\$40,906.63
										Bid Contract:	\$0.00
										Net Change:	\$40,906.63

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change	
									PCT Change:	100.00 %	
	Explanations:	The full change order quantity was not needed for this item.									
31546(04)	8004	0100	613(EE) 5630	LF	\$118.36	0.00	475.00	-35.00	440.00		
	Item Description:	(SP) 30" CORRUGATED POLYPROPYLENE PIPE								This Change:	-\$4,142.88
	Supplemental Description 1:	(SP) 30" CORRUGATED POLYPROPYLENE PIPE								Prev Revised:	\$56,224.80
	Supplemental Description 2:									Final Amount:	\$52,081.92
										Bid Contract:	\$0.00
										Net Change:	\$52,081.92
										PCT Change:	100.00 %
	Explanations:	The full change order quantity was not needed for this item.									
31546(04)	8005	0100	613(EE) 5640	LF	\$132.45	0.00	620.00	0.00	620.00		
	Item Description:	(SP) 36" CORRUGATED POLYPROPYLENE PIPE								This Change:	\$0.00
	Supplemental Description 1:	(SP) 36" CORRUGATED POLYPROPYLENE PIPE								Prev Revised:	\$82,123.96
	Supplemental Description 2:									Final Amount:	\$82,123.96
										Bid Contract:	\$0.00
										Net Change:	\$82,123.96
										PCT Change:	100.00 %
	Explanations:	The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31546(04)	8006	0100	104 0700	LSUM	\$1,200.00	0.00	1.00	0.00	1.00		
	Item Description:	CONSTRUCTION MISCELLANEOUS								This Change:	\$0.00
	Supplemental Description 1:	STORM SEWER STUB-IN								Prev Revised:	\$1,200.00
	Supplemental Description 2:									Final Amount:	\$1,200.00
										Bid Contract:	\$0.00
										Net Change:	\$1,200.00
										PCT Change:	100.00 %
	Explanations:	The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31546(04)	8007	0900	613(EE) 5640	LF	\$60.33	0.00	20.00	0.00	20.00		
	Item Description:	(SP) 36" CORRUGATED POLYPROPYLENE PIPE								This Change:	\$0.00
	Supplemental Description 1:	(SP) 36" CORRUGATED POLYPROPYLENE PIPE								Prev Revised:	\$1,206.78
	Supplemental Description 2:									Final Amount:	\$1,206.78
										Bid Contract:	\$0.00
										Net Change:	\$1,206.78
										PCT Change:	100.00 %
	Explanations:	The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31546(04)	8008	0900	611(G) 5115	EA	\$1,961.98	0.00	1.00	0.00	1.00		
	Item Description:	INLET CI DES. 2 (D)								This Change:	\$0.00
	Supplemental Description 1:	INLET CI DES. 2(D)								Prev Revised:	\$1,961.98
	Supplemental Description 2:									Final Amount:	\$1,961.98
										Bid Contract:	\$0.00
										Net Change:	\$1,961.98
										PCT Change:	100.00 %
	Explanations:	The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31546(04)	8009	0900	611(L) 0487	CF	\$34.35	0.00	90.00	0.00	90.00		
	Item Description:	JUNCTION BOXES								This Change:	\$0.00
	Supplemental Description 1:	JUNCTION BOXES								Prev Revised:	\$3,091.78
	Supplemental Description 2:									Final Amount:	\$3,091.78

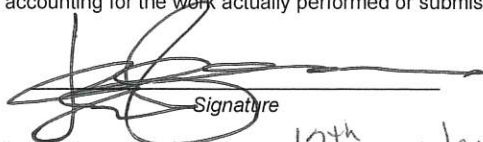
Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
										Bid Contract: \$0.00 Net Change: \$3,091.78 PCT Change: 100.00 %
	Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31546(04)	8010	0100	104 0600	EA	\$982.73	0.00	8.00	0.00	8.00	This Change: \$0.00 Prev Revised: \$7,861.84 Final Amount: \$7,861.84 Bid Contract: \$0.00 Net Change: \$7,861.84 PCT Change: 100.00 %
	Item Description: CONSTRUCTION MISCELLANEOUS Supplemental Description 1: MODIFY NEW INLETS Supplemental Description 2:									
	Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31546(04)	8011	0100	613(L) 5732	EA	\$2,273.26	0.00	2.00	0.00	2.00	This Change: \$0.00 Prev Revised: \$4,546.52 Final Amount: \$4,546.52 Bid Contract: \$0.00 Net Change: \$4,546.52 PCT Change: 100.00 %
	Item Description: 30" PREFAB. CULVERT END SEC., ROUND Supplemental Description 1: 30" PREFAB. CULVERT END SEC., ROUND Supplemental Description 2:									
	Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31546(04)	8012	0900	104 0700	LSUM	\$2,816.55	0.00	1.00	0.00	1.00	This Change: \$0.00 Prev Revised: \$2,816.55 Final Amount: \$2,816.55 Bid Contract: \$0.00 Net Change: \$2,816.55 PCT Change: 100.00 %
	Item Description: CONSTRUCTION MISCELLANEOUS Supplemental Description 1: Restocking fee for 42" HP Pipe Supplemental Description 2:									
	Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31546(04)	8013	0900	610(C) 0609	SY	\$80.56	0.00	423.28	0.00	423.28	This Change: \$0.00 Prev Revised: \$34,099.43 Final Amount: \$34,099.43 Bid Contract: \$0.00 Net Change: \$34,099.43 PCT Change: 100.00 %
	Item Description: 6" CONCRETE DIVIDING STRIP Supplemental Description 1: Dividing strip for medians Supplemental Description 2:									
	Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									

TOTAL VALUE FOR CHANGE ORDER 005 : \$-48,976.19

Contract ID	190183	Primary County	OKLAHOMA	Primary PCN	31546(04)
Change Order Nbr	005	Project	STP-255N(496)AG		

Prime Contractor's Section

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



 Signature

Jeff Allen

 Name(Printed)

President

 Company Title



Subscribed and sworn before me this 12th day of January year of 2022

My commission expires 07/15/2023

Christa Cotter

 Notary Public

19006985

 Commission Number

Oklahoma Department of Transportation Section

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

P.E. Seal

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

Department Personnel
 Harlin, Christopher
 January, Trenton
 Leonard, John B.
 Davis, Shawn

Approval Date

 Signature

Contract ID	190183	Primary County	OKLAHOMA	Primary PCN	31546(04)
Change Order Nbr	005	Project	STP-255N(496)AG		

Local Government Section

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

City/County Official

Date Acknowledged



CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

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

ENGINEERING DIVISION
Brandon Bundy, P.E., City Engineer
CURRENT PLANNING DIVISION
Manager
COMPREHENSIVE PLANNER
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Phillip Condrey, Building Official

TraTO : Honorable Mayor and Council

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

DATE : January 25th, 2022

SUBJECT : Discussion and consideration of approving and entering, including any amendment thereto, into a project agreement for Federal-aid Project Number TAP-255D(326)AG, State Job Number 31433(04), with the Oklahoma Department of Transportation (ODOT) to receive \$96,800 in federal funds for a new trail connection and signalized crossing of Midwest Boulevard in the area adjacent to Midwest City Elementary School.

Federal funds were granted through the federal Transportation Alternative Program (TAP) to construct a trail from the still under construction Palmer Loop Trail to the Midwest City Elementary School. This includes a signalized pedestrian crossing of Midwest Boulevard. This project has been under design since being tentatively awarded the funds in 2014.

There was a previous agreement done for this project but ODOT has since requested the passing of an updated agreement. Bidding is currently scheduled for May 2022. The attached agreement is the ODOT template which references design 33345(05), right-of-way 33345(06), and utilities 33345(07). Those portions were completed with City funds in order to receive the construction funding.

The federal funds are not expected to provide the full amount of the project. The remaining City match is partially funded as project #062205 and additional funds will be transferred from project #231907.

Staff recommends approval.

Brandon Bundy, P.E.,
City Engineer

Attachment

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

MIDWEST CITY ELEM SCHOOL CONNECTOR; MULTI-USE TRAIL TO CONNECT WITH WEST PALMER LOOP W/ MID-BLOCK CROSSING OF MIDWEST BLVD.

Project No.: TAP-255D(326)AG

State Job No.: 31433(04)(05)

This Agreement, made the day and year last written below, by and between the City of **MIDWEST CITY**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
ENHANCEMENT	04	OKLAHOMA	31433(04)	TAP-255D(326)AG	PEDESTRIAN /BIKE IMPROVEMENTS	MIDWEST CITY ELEM SCHOOL CONNECTOR; MULTI-USE TRAIL TO CONNECT WITH WEST PALMER LOOP W/ MID-BLOCK CROSSING OF MIDWEST BLVD.

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

WHEREAS, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

NOW, THEREFORE: the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The SPONSOR agrees to hold the Federal Government and the DEPARTMENT harmless from, and shall process and defend at its own expense, all claims, demands, or suits, whether at law or equity brought against the SPONSOR, the DEPARTMENT, or Federal Government, arising from the SPONSOR's execution, performance, or failure to perform any of the provisions of this Agreement, or arising by reason of the participation of the DEPARTMENT or Federal Government in the project, provided nothing herein shall require the SPONSOR to reimburse the DEPARTMENT or Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the DEPARTMENT.

2.4 When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the Governmental Tort Claims Act, 51 O.S. Sec. 151, et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by the SPONSOR. No liability shall attach to the DEPARTMENT or Federal Government except as expressly provided herein.

2.5 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets,

boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

2.6 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

2.7 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.8 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.9 The Department will forward the environmental documents to FHWA for approval if applicable.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as

amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation
Operations Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101-1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, ACOG TAP total estimated cost of **\$117,390**, as described below:

FUNDING SOURCE =>			ACOG		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
31433(05)	Design -	\$25,737	80%	\$20,590	20	\$5,147
31433(04)	Construction - (With 6% Inspection)	\$227,323	80 up to a limit of	\$96,800	Remainder	\$130,523
Total		\$253,060	Total=>	\$117,390	Total=>	\$135,670

4.2 Furthermore, the Department and the Sponsor agree that actual ACOG TAP costs incurred by project phases (**JP 31433(04,05)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

SECTION 5: CONSTRUCTION RESPONSIBILITIES

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
 - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this agreement.

- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
 - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.

- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans,

Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.
- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

SECTION 6: NON-DISCRIMINATION CLAUSE

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) **Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:**

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) Incorporation of Provisions:

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 7: TERMINATION

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

SECTION 8: GOVERNING LAW AND VENUE

8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

SECTION 10: PRIOR UNDERSTANDINGS

10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

SECTION 12: RECORDS

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement

period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 13: HEADINGS

13.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

SECTION 14: BINDING EFFECTS

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this ____ of _____, 20____, and the Department on the ____ day of _____, 20____.

THE CITY OF MIDWEST CITY

APPROVED AS TO FORM
AND LEGALITY

By _____
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

(SEAL): Approved – THE CITY OF
MIDWEST CITY

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government DATE
Division Manager

Director of Capital Programs DATE

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel DATE

Deputy Director DATE



DISCLAIMER

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

1 in = 625 ft
when printed actual size
on 8-1/2"x11" paper



CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

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

ENGINEERING DIVISION
Brandon Bundy, P.E., City Engineer
CURRENT PLANNING DIVISION
Manager
COMPREHENSIVE PLANNER
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Phillip Condreay, Building Official

TO : Honorable Mayor and Council

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

DATE : January 25th, 2022

SUBJECT : Discussion and consideration for adoption, including any possible amendment of change order #3 amending the contract with Shiloh Enterprises, Inc. to construct the WP Bill Atkinson Park in an increased amount of \$103,887.57 and to add 55 additional days of time.

The attached change order is for the construction of the WP Bill Atkinson Park. This change order is a culmination of various field changes.

COR#08 – ASI #2 lighting changes, \$7,552.60, 10 days. This is to correct an issue in the plans which did not adequately address the up lighting of the hanger structure.

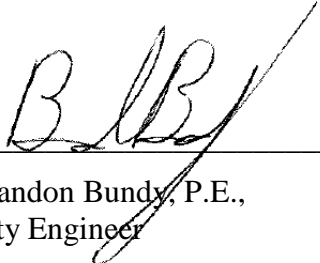
COR#09 – Dry Pipe Sprinkler, \$94,960.45, 45 days. At bidding, it was realized that the hanger structure would need a fire suppression system. Since the system will be exposed to elements, a dry pipe type was requested. This is a culmination of not only the sprinkler system itself but also the required improvements inside the structure to accommodate the system such as walls, lighting, door, electrical, etc.

COR#14 – 4” bollards in lieu of 6” bollards, -\$2,080.00. The original specification for the manual retractable bollards were for 6” diameter which are not manufactured. The contractor has proposed going with a 4” manual retractable bollards and crediting the difference based on estimated material differences.

COR#15 – Purchase 8 OG&E cages for lighting, \$3,455.12. OG&E is requiring that the City purchase rebar cages for the light pedestals. Shiloh purchased 8 of the cages in efforts to speed up the process and avoid delay. This price is a direct pass through from OG&E.

This will increase the original contract by \$103,887.57, bringing the new contract amount to \$5,237,626.62. The additional 55 delay days will bring the new contract length to 434 total days.

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



Brandon Bundy, P.E.,
City Engineer

Attachment

Change Order 003

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

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

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

Contract Information:
General Construction
effective 04/20/2021

Change Order: 003
Date: 01/25/2022

The Contract is Changed as Follows:

COR 08	ASI #2 lighting changes	\$7,552.60	10 Days
COR 09	Dry Pipe Sprinkler	\$94,960.45	45 Days
COR 14	4" Bollard in lieu of 6"	(\$2,080.00)	0 Days
COR 15	Purchase 8 OG&E cages for lighting	\$3,455.12	0 Days
Total		\$103,887.57	55 Days

The original contract:	<u>\$5,198,000.00</u>	365 Days
The net change by previously authorized Change Orders	<u>(\$64,260.95)</u>	12 Days
The Contract Sum prior to this Change Order was	<u>\$5,133,739.05</u>	379 Days
The Contract Sum will be increased by this Change Order in the amount of	<u>\$103,887.57</u>	55 Days

The new Contract Sum including this Change Order will be \$5,237,626.62 434 Days

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

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

Shiloh Enterprises, Inc.
CONTRACTOR

City of Midwest City
OWNER



SIGNATURE

SIGNATURE

Steve Preston, President
PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

1-13-2022
DATE

DATE



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

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

12/13/2021

WP Bill Atkinson Park
COR 8 (revised)-ASI #2 lighting changes

Allstate Electrical

ADD	DEDUCT
\$6,866.00	

Note: 10 additional days is requested for this CO.

Subtotal	<hr/>
	\$6,866.00
OH&P 10%	\$686.60
Total	<hr/>
	\$7,552.60

PROPOSED CHANGE ORDER

Allstate Electrical Contractors, Inc.
1524 South May Avenue
Oklahoma City, OK 73108

Shiloh Enterprises, Inc.
5720 North Industrial Boulevard
Edmond, OK 73034



CCN # **3c**
Date: 12/13/2021
Project Name: WP Bill Atkinson
Project Number: WP Bill Atkinson
Page Number: 1

Work Description

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
This price is good for acceptance within **10** days from the date of receipt.
We request a time extension of **3** days.
We will supply and install all materials, labor, and equipment as per your instructions

This CCN #3c is for the following work per ASI #002 revision 01 dated 11-17-21:

- **Option to add 12 type H lights (3 rows of 4).**
- **Type H lights to be installed on single circuit and controlled by 2 - 0 to 10v dimmers in the electrical closet.**
- **Fixtures to be mounted to angle provided by others.**
- **Access to mounting location is a concern for mounting and servicing the fixtures**
- **Fixture to be SELF #TINA 48 40K 120 W CO**

Itemized Breakdown

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
1/2" CONDUIT - EMT	234	89.70	C	209.90	3.48	C	8.14
3/4" CONDUIT - EMT	90	140.48	C	126.43	4.00	C	3.60
1/2" CONN SS STL - EMT	4	37.74	C	1.51	10.00	C	0.40
1/2" CONN COMP STL - EMT	24	75.42	C	18.10	13.00	C	3.12
3/4" CONN COMP STL - EMT	6	105.06	C	6.30	16.25	C	0.97
1/2" COUPLING COMP STL - EMT	23	88.91	C	20.45	9.00	C	2.07
3/4" COUPLING COMP STL - EMT	9	121.23	C	10.91	11.25	C	1.01
1/2" SPRING STL CONDUIT CLAMP W/ BOLT	46	33.44	C	15.38	6.88	C	3.16
#12 THHN SOLID BLACK	1,428	210.50	M	300.59	6.75	M	9.64
#14 THHN SOLID GRAY	508	138.06	M	70.13	5.75	M	2.92
#14 THHN SOLID PURPLE	508	138.06	M	70.13	5.75	M	2.92
#12 THHN SOLID GREEN	3	210.50	M	0.63	6.75	M	0.02
WIRE CONN RED	52	15.34	C	7.98	7.50	C	3.90
INSUL DISPLACEMENT WIRE CONN BLU (#18-14)	36	13.27	C	4.78	6.25	C	2.25
4x 1 1/2" SQ BOX COMB KO	2	162.45	C	3.25	28.75	C	0.57
4" SQ 1x TOGGLE SWITCH COVER	2	127.06	C	2.54	3.13	C	0.06
GROUND SCREW W/ INSUL #12 LEAD	2	92.81	C	1.86	3.75	C	0.07

ORIGINAL

PROPOSED CHANGE ORDER

Allstate Electrical Contractors, Inc.
 1524 South May Avenue
 Oklahoma City, OK 73108

Shiloh Enterprises, Inc.
 5720 North Industrial Boulevard
 Edmond, OK 73034



CCN # 3c
Date: 12/13/2021
Project Name: WP Bill Atkinson
Project Number: WP Bill Atkinson
Page Number: 2

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
1/4-20x 1 1/2 HEX HEAD BOLT - PLTD STL	24	7.98	C	1.92	4.75	C	1.14
1/4-20 HEX NUT W/ NYLON INSERT - PLTD STL	24	7.14	C	1.71	3.75	C	0.90
1/4x 2 FENDER WASHER - PLTD STL	48	11.18	C	5.37	1.25	C	0.60
8A S/P SLIDE PRESET ELEC FLUOR DIMMER	2	68.00	E	136.00	0.38	E	0.76
TYPE H	12	148.00	E	1,776.00	1.20	E	14.40
Totals	3,087			2,791.88			62.65

Summary

General Materials		2,791.88
Material Total		2,791.88
JOURNEYMAN	(31.33 Hrs @ \$34.00)	1,065.22
FOREMAN @ 10%	(6.27 Hrs @ \$36.00)	225.72
APPRENTICE	(31.33 Hrs @ \$24.00)	751.92
SAFETY @ 3.5%	(2.19 Hrs @ \$34.00)	74.46
CLEAN UP @ 4.0%	(2.51 Hrs @ \$26.00)	65.26
GUARANTEE @ 3.0%	(1.88 Hrs @ \$26.00)	48.88
Labor Burden	(@ 45.000 %)	1,004.16
FREIGHT	(1.00 @ 0.00 @ \$200.00 + 0.000 % + 0.000 % + 0.000 %)	200.00
Subtotal		6,227.50
Overhead	(@ 5.000 %)	311.38
Markup	(@ 5.000 %)	326.94
Subtotal		6,865.82
Final Adjustment		0.18
Final Amount		\$6,866.00

CONTRACTOR CERTIFICATION

Name: Tony Boevers
Date:
Signature: Tony Boevers

Digitally signed by Tony Boevers
 DN: cn=Tony Boevers, o=Allstate Electrical Contractors, Inc., ou, email=tony@allstateelectricokc.com, c=US
 Date: 2021.12.13 15:48:14 -06'00'

CLIENT ACCEPTANCE

CCN #: 3c
 Final Amount: \$6,866.00
 Name: _____
 Date: _____
 Signature: _____
 Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL



405-341-5500 Phone

405-341-7106 Fax

GENERAL CONSTRUCTION
MANAGEMENT

5720 N. I-35 Industrial Blvd.

Edmond, Ok. 73034

1/12/2022

WP Bill Atkinson Park
COR 9-ASI #1 (Revised #20) No heat included

	ADD	DEDUCT
Godfrey & Company-Utilities	\$31,100.65	
Add one bollard	\$700.00	
Door, Frame & Hardware material	\$1,533.30	
Door & Hardware labor	\$500.00	
Knox Box	\$700.00	
Southwest Drywall-Framing	\$3,840.00	
Advanced-Paint	\$905.00	
APS-Fire Sprinkler	\$39,300.00	
Allstate-Electrical	\$6,894.00	

Note: 45 additional days is requested for this CO.

Subtotal	\$85,472.95
OH&P 10%	\$8,547.30
Bonding 1%	\$940.20
Total	\$94,960.45

Godfrey
& **"Site Utility Contractor, llc"**
Company "Proposal"

"WP Atkinson Park - ASI 001"

8/31/2021

Godfrey & Company "Site Utility Contractor, LLC", hereinafter referred to as "Godfrey & Company" all labor, materials and equipment required for the performance of the following described work in connection with construction or offers to furnish improvements at "WP Atkinson Park - ASI 001" which property is owned by "same". All work will be performed in accordance with this proposal for the considerations shown below.

****NOTE**** (SEE ATTACHED SCHEDULE OF QUANTITIES BY WORK TYPE.)
SPECIFICS OF THIS PROPOSAL.

- 1 This proposal **"EXCLUDES"**
- 2
 - Irrigation Lines and Meter, unless listed on quantities sheet.
 - Soils Testing.
 - No erosion control design or construction is included, unless damaged by our crews.
 - No relocation or support of existing utilities is included unless specifically quoted.
 - No fence work of any type is included.
 - No top soiling, seeding, grassing, soils retention blankets or other landscape items of any type are included.
 - No conduit or sleeving for, Irrigation, electrical, gas etc..., is included.
 - Clearing, channel excavation, removals, grading, tree protection, or demolition, "NOT" specifically described and quoted.
 - Concrete/asphalt removal or replacement, is omitted, as well as all trickle channels and flumes.
3. - See attached Quantities Sheet for "**COMPLETE LIST**" of items included in this proposal.
4. - **"ROCK CLAUSE" Is \$300.00 per cubic yard of rock removal, which requires the use of additional equipment. This charge includes, breakout, haul-off, replacement soil and compaction. The quantity of rock removed must be sufficient to cover all associated cost for the price per cubic yard to apply. If not sufficient to cover the cost, then a charge of cost plus 20% profits will be applied for the charge. Rock Clause must be included in the contract.**

Proposal \$ 31,100.65

Thank you,


Robert Godfrey
Godfrey & Company
Robert.GodfreyandCompany.com
(405) 412-3122



1213 West Broadway
Collinsville, OK 74021

Main Phone: 918-710-5078

Fax: 918-371-4701

E- Mail: abunyard@jch-ok.com

December 2 2021

Project Name:

WP Bill Atkinson Park

ASI 01 Rev 01

Quote #400619

Customer: Shiloh

Attn: Steve Preston

We are pleased to quote you the Change Order Request:

- 1 – 3070 Welded Frame, 5 3/4" Profile
- 1 – 3070 Hollow Metal Door
- 3 – T4A3386 Hinges
- 1 – Yale AUCN 8801FL SHS Passage Set
- 1 – Norton 9500H Closer
- 3 – Silencers

TOTAL ADD

\$1,533.30

Tax Exempt

All prices are quoted subject to the following:
Quoted prices DO NOT include applicable state and local taxes unless stated otherwise.
All claims for damage in transit must be filed by the customer.
Cost of job site handling, storage or protection is not included.

Submitted by: *Anna Bunyard*

Accepted by:

Date:



SOUTHWEST

DRY WALL

Phone: (405)463-7171. FAX: (405)463-7173. 13919 N Harvey Ave; Edmond, OK 73013

Request for Change Order

To: Steve Preston	Project Manager: Kenny Wright	Cell Phone: 405-517-6701	Email Address: kenny@southwestdrywall.com
Firm: Shiloh Enterprises	Project Name & Location: W.P. BILL ATKINSON	Date Submitted: 12/20/21	

Description of Extra Work:

ASI #1 Add Fire Riser Room

Request for Change Order #001:

Total Change to Contract Amount...+ \$3,840.00

Thank You,

Kenny Wright

Southwest Drywall, LLC



CO: 1
Date: 12/14/2021

5500 N Western Ave, Suite 146 Oklahoma City, OK 73118 - Off: 405-227-9412 Fax 405-213-1492

Change Order Request

GC: Shilon Enterprises Inc. Project Name: W. P. Bill Atkinson Park
 Address: 5720 N. I 35 Industrial BLVD Location: 301 East Mld - America Boulevards Midwest City, OK
 Attn: Steve Preston

Scope of Work	Amount
Supply and install the following items.	
1. Supply and Install - Tape, bed, and paint for new gypsum board per ASI#001	
Labor:	\$780.00
Material:	\$125.00
Total:	\$905.00

Inclusions	Exclusions & Qualifications
Clean up to a central location. All sealants per our scope to crate smooth paint transitions. Equipment for our scope of work. Removal of hazardous materials from sites.	Painting of Galvanized door and frames
* ACP will provide supervision and management of its work, equipment for its use and clean up of our debris for disposal into an on-site receptacle. The Trash receptacle and its expense are to be -provided by others. * Hourly rate \$43.00	*Any premium expense for shift of overtime labor, or unnecessary and unproductive labor required as a result of any acceleration of schedule or as a result of delays caused by others is excluded. All temporary enclosure, lighting ventilation, heating and/or utilities are exclude from bid, though they may be required for proper installation of certain materials
Acknowledgements	Sales Tax: Exempt
	Submitted by: <i>Gerson Pasquaz</i>

Company Rep. Shilon Enterprises Inc.
 Signature to proceed _____



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FIRE PROTECTION
QUOTE FOR: W.P. Bill Atkinson Park
301 E. Mid-America Blvd
Midwest City, OK

Quote #2021-0043-RM

December 10, 2021

Attn: Project bidder

APS FireCo proposes the supply of all labor, material & design for the installation of the new overhead Automatic Dry Pipe Fire Sprinkler System for the project listed above. APS FireCo will install this system/equipment in accordance with NFPA #13 State of Oklahoma and city of Midwest City. All work to be performed during normal working hours, unless noted otherwise.

Scope of Work:

- Owner's Information Certificate – Per NFPA 13, the building owner or owner's representative is required to complete and sign an Owner's Information Certificate. This certificate will serve as the owner's written confirmation of the intended occupancy of the building, including types of products to be stored, height of storage and arrangement of storage.
- Obtain all required permits.
- Provide complete system design & project management.
- Provide required material/design submittals.
- Perform current fire hydrant water flow test to be utilized for system design calculations.
- Provide complete set of fire sprinkler drawings.
- Provide submittals/applications to appropriate Authority Having Jurisdiction for approval.
- Base bid: Install a new dry pipe fire sprinkler system as per NFPA 13 for the curved arch and both structures.
- System shall start at a connection to the new underground fire line installed by others. Install heat tracing for freeze protection.
- Perform/provide commissioning/inspection of system installation with Authority Having Jurisdiction upon completion of work.
- Perform/provide complete & comprehensive training for all systems installed upon completion of work.
- Due to the projected instability in steel pricing resulting from recent government action beyond APS FireCo's control, this proposal is based on material pricing as of the proposed date listed above & subject to be amended to reflect any additional material costs incurred & will be billed in addition to our proposal's pricing. APS FireCo will provide documentation in support of the costs incurred & will make reasonable efforts to notify you of these additional costs as quickly as they are determined.
- Perform all required tests & provide documentation of test results.

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Notes & Clarifications:

- APS FireCo's proposal represents that all work will be performed during normal business hours, without liquidated damages or expedited schedules, unless clearly specified in bid documents dated prior to this proposal.
- All piping shall be schedule 40 galvanized piping as specified.
- System design is based on availability of AutoCAD compatible drawings from the owner.
- No BIM modeling has been included in this proposal.
- This proposal does not include any 3rd party review, QFPE services or fire protection engineering services.
- This proposal does not include any manpower reporting of any kind.
- Electrical and alarm wiring, connections and panels are not included in this proposal. All electrical/alarm work to be performed "by others".
- Freeze protection of wet piping near the fire riser is included in this proposal in the form of heat tracing.
- Painting, coating, sealing and/or patching of building materials are not included. However, APS FireCo will seal/fire caulk our own penetrations, if required.
- Access holes to remove or install piping shall be provided "by others".
- Access panels/doors are not included in this proposal.
- Painting, paint preparation, cleaning and/or marking/stenciling of pipe is not included.
- This quote assumes adequate water supply & does not include any water tanks or increase in supply line piping. No fire hydrant flow test has been performed in advance of this proposal.
- This proposal is for interior water-based fire protection only.
- Earthquake, seismic and/or sway bracing have not been included in this proposal.
- Professional Engineer review/stamp of fire protection drawings has not been included in this proposal. However, a NICET level 3 designer will be utilized, as specified.
- This quote is for the specifically listed areas and scopes. All other areas are not included.
- Any additional work that is not specifically listed above is not included.
- APS FireCo requests that if this proposal is accepted it shall become part of the contract documents.
- APS FireCo acknowledges amendments.

Base Bid: ----- **\$39,300.00**

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We appreciate the opportunity to provide this proposal for this work. If you have any questions, please do not hesitate to contact me any time.

Thank you,

Richard Minyard
Project Sales Manager
(405) 808 7543
richard.minyard@apsfireco.com
OK State Lic. # 0931
NICET Certification #74854

If this quote is acceptable, and you would like APS FireCo to perform this work, please sign below. Your signature as a representative of the Company/Owner/Contractor listed below is a contract agreement between the Company/Owner/Contractor and APS FireCo for performance of the work listed above. Unless you are an established customer with APS FireCo, a current Credit Application must be on file for work to commence.

Company/Owner/Contractor Name Date

Representatives Signature Print Name Title



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APS FIRECO TERMS AND CONDITIONS OF SALE

1. APS FireCo and/or affiliated companies (hereafter "APS FireCo"), sets forth the terms and conditions of its sale to its Customer. The Customer's purchase order is subject to the terms and conditions stated in this document and these stated terms and conditions supersede and replace any terms and conditions which appear on Customer's purchase order or other related documents. No failure of APS FireCo to object to any terms and conditions contained in any communications from Customer shall be construed as a waiver of the terms and conditions stated in this document or as an acceptance by APS FireCo of any such other terms and conditions.

2. Prices quoted are good for thirty (30) days and require completion within one (1) year of the date of quote unless otherwise specified in writing. The price quoted by APS FireCo may not include all applicable taxes and fees such as Federal, State, County, City, Sales, Excise, Import/Export taxes, plan review, or building permits. The price quoted does not take into consideration economic and regulatory decisions that may impact the price quoted; e.g. Federal State, County, City governments, and Authorities Having Jurisdiction, and other unforeseen and/or mandated variable expenses. Customer agrees to pay or reimburse APS FireCo for all such or similar costs, plus reasonable markup, as may be incurred. APS FireCo reserves the right to increase its quoted material prices based on governmental act, government-imposed tariff, embargo, strike, and other market conditions beyond the reasonable control of APS FireCo which increase the costs of materials.

3. Modification of the materials and/or services proposed by APS FireCo will result in a change to the quoted price. Customer agrees to pay for any increased cost of materials and labor, plus reasonable markup, in the event that modifications to the proposal are requested by Customer or if otherwise required through no fault of APS FireCo. Additionally, APS FireCo may increase prices either upon notice to Customer or annually to reflect increases in material and labor costs.

4. Prices are based on all work being performed during a normal five (5) day, forty (40) hour work week, from 8:00am to 5:00pm local time with one (1) hour lunch. Work performed outside of normal working hours will be charged a premium.

5. Unless otherwise stated in or required by the terms of our proposal, Customer will be progressively invoiced based upon Customer's receipt of materials and as additional design and/or installation work is completed. Standard payment terms shall be Cash on Delivery. Alternative payment terms are available pending credit application and review. If the net invoice amount owing is not paid when due, any unpaid amounts will thereafter bear interest at the rate of one and one-half percent (1.5%) per month (18% per annum) until paid or, alternatively, at the highest annual interest rate to which APS FireCo and Customer could legally agree. In the event that Customer fails to pay any sums owing when due, Customer agrees to pay all costs of collection, attorney fees and expenses incurred by APS FireCo in connection with pursuing and collecting such unpaid sums. APS FireCo retains a security interest in all products sold to secure payment of all sums which may become due from Customer. If requested, Customer shall execute all required documents, including but not limited to financing statements, to protect APS FireCo's security interest.

6. APS FireCo warrants the workmanship of its labor performed with respect to the installation of any equipment for a period of one (1) year from the date of substantial completion of installation. Written notice of any claim related to the workmanship of APS FireCo installation work must be made in writing to APS FireCo within one (1) year of the date of substantial completion or will not be covered. With respect to any claim alleging a defect in installation workmanship, APS FireCo's sole obligation shall be to correct, at its own expense, any item of labor which was not performed in a

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workmanlike manner to the best of its ability at the time the claim is made by the Customer. APS FireCo disclaims any other warranties, whether express or implied by fact or law, with respect to the workmanship of its labor and the Limited Warranty provided for in this numerical paragraph shall be the sole warranty obligation of APS FireCo.

7. APS FireCo provides products and component parts which are manufactured by others and which will not be subject to any independent warranties by APS FireCo. Such products and component parts are subject only to the limited warranty or warranties, if any, which are available to APS FireCo or its customers from the manufacturer and which may be passed on to Customer by the manufacturer. No other independent warranties, express or implied by fact or law, are offered or made by APS FireCo on any products or component parts manufactured by others. Upon request by Customer, APS FireCo will provide Customer with copies of manufacturer warranty documentation and will also provide reasonable assistance to Customer in communicating with the manufacturer on warranty issues.

8. THE LIMITED WARRANTIES WHICH MAY BE OFFERED BY THE MANUFACTURERS OF PRODUCTS AND COMPONENT PARTS SOLD BY APS FIRECO ARE THE EXCLUSIVE WARRANTIES WHICH ARE AVAILABLE TO CUSTOMER AND APS FIRECO MAKES NO INDEPENDENT WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED IN FACT OR BY LAW, WITH RESPECT TO THE PRODUCTS OR COMPONENT PARTS SOLD, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. ANY AND ALL IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY APS FIRECO. THE LIMITED WARRANTIES WHICH MAY BE OFFERED BY THE MANUFACTURERS OF THE PRODUCTS AND COMPONENT PARTS SOLD BY APS FIRECO WILL BE THE EXCLUSIVE REMEDIES AVAILABLE TO CUSTOMERS FOR ANY DEFECTS IN THE PRODUCTS AND COMPONENT PARTS SOLD BY APS FIRECO AND FOR ANY DAMAGES RESULTING FROM THE SALE OR USE OF SAME.

9. THE REMEDIES OF CUSTOMER AS SET FORTH ABOVE ARE EXPRESSLY LIMITED AND ARE IN LIEU OF ALL OTHER REMEDIES IN EQUITY OR AT LAW. APS FIRECO WILL IN ANY EVENT NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, PENAL OR ECONOMIC LOSS OR DAMAGES OF ANY CHARACTER, INCLUDING BUT NOT LIMITED TO DAMAGE TO PROPERTY, LOSS OF USE OF PROPERTY, LOST PROFITS OR LOST PRODUCTION, OR ANY OTHER DAMAGES WHATSOEVER, WHETHER CLAIMED BY CUSTOMER OR ANY THIRD PARTY, IRRESPECTIVE OF WHETHER THE CLAIMS ARE BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE.

10. IN ADDITION TO AND WITHOUT DIMINISHING THE OTHER LIMITATIONS ON REMEDIES AND DAMAGES SET FORTH HEREIN, AND TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, APS FIRECO'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES AND DAMAGES OF EACH AND EVERY KIND WHATSOEVER AND HOWEVER DENOMINATED (INCLUDING ANY AND ALL CLAIMS AGAINST ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND SUPPLIERS, WHETHER JOINTLY, SEVERALLY OR INDIVIDUALLY) SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CUSTOMER TO APS FIRECO IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EARLIEST EVENT OR ACTION UPON WHICH ANY SUCH CLAIMS ARE BASED. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS, WHETHER CLAIMED BY CUSTOMER OR ANY THIRD PARTY, IRRESPECTIVE OF WHETHER THE CLAIMS ARE BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE.

11. APS FireCo shall not be liable for any damages, penalty, or liquidated damages caused as a result of any delay or failure to deliver products and/or provide services due to any cause beyond APS FireCo's reasonable control, including, without limitation: act of God; act of the Customer; embargo or other governmental act, regulation, request, warning, or advisory; fire; accident; strike; slowdown; war; riot; flood; disease or pandemic; delays in transportation; inability of its suppliers to provide necessary labor, materials, or facilities ("Force Majeure Events"). In the case of any Force Majeure Event, APS FireCo shall be entitled to extend scheduled due dates for a period of

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time equal to the time lost by the Force Majeure Event and furthermore, shall reserve the right to increase its quoted price based upon any increased labor, material, or subcontracting costs.

12. APS FireCo does not undertake any obligation to provide services that comply with codes, standards, or regulations, unless otherwise specified in writing.

13. If Customer or its contractors delays or interrupts the progress of the work or causes changes to be made to the scope of work, Customer shall reimburse APS FireCo for any additional costs or expenses, plus reasonable markup, resulting from such delay or interruption. Should Customer desire to defer completion of installation, Seller shall be responsible for any additional completion costs, plus reasonable markup, resulting from such delay based upon APS FireCo's prevailing rate and fee schedule at the time of installation.

14. Customer will provide APS FireCo with free access at agreed upon times as required during the process of installation, testing and inspection. APS FireCo shall not be required to perform work in any hazardous locations until working conditions have been made safe. It shall be Customer's obligation to warn of any such conditions and to take all measures necessary to eliminate hazards before work may proceed. Any time lost by delay in making access timely or safely available to APS FireCo, or in having to wait for Customer or its contractors to complete preparatory or supplemental work, which is the responsibility of Customer, will be charged as an extra at APS FireCo's then prevailing hourly rate.

15. Customer shall provide, insofar as reasonably possible, electric power to portable power tools, sufficient light where available and required, compressed air and elevator service for both personnel and material, and reasonable cooperation of Customer's employees. Customer shall assist APS FireCo in storing tools and materials in a location not subject to pilferage and as convenient to the scene of operations as possible.

16. If Customer desires system designs to be submitted and approved by third party agencies, approval by such agencies and other third parties is not guaranteed in view of unusual conditions and/or individual interpretations which may occur. Orders will be accepted for system design conditional upon appropriate approval, but APS FireCo accepts no liability in the event that approval is denied. Prior to the start of installation, APS FireCo will submit design drawings or other documentation for Customer or its designated agent's approval. These drawings, when approved, shall govern the materials (type and quantity) to be supplied, and the extent of work to be performed by APS FireCo in the event that they conflict with any sections of APS FireCo's prior proposal to the Customer.

17. Electrical equipment and wiring provided shall be as allowed by Code and will not be explosion proof, weatherproof, or dust proof.

18. Upon the completion of installation of equipment purchased, a final checkout and test, and final acceptance by the code official if applicable, will be made by APS FireCo personnel. This test and checkout is limited to a one test one-man trip, including travel. Additional time required due to the delay or actions of Customer or its contractors will be charged and billed as an extra at APS FireCo's then prevailing hourly rate. The test will be comprised of a careful inspection of all piping, panels, detectors, nozzles, and non-destructive operation of all mechanical and electrical components per the manufacturer's instructions. Although products are designed to meet requirements of approving agencies, approval by Code officials or other third-party authorities is not guaranteed due to individual interpretations. If the final test is delayed by Customer or its contractors, final payment is due by immediately after substantial completion of the installation by APS FireCo.

19. The work to be performed by APS FireCo is undertaken upon the condition that APS FireCo shall not be liable for personal injury, death or property damage, unless such damages are caused solely by the negligence of APS FireCo or its employees, agents or contractors. Additionally, to the maximum extent permitted by law Customer will defend, indemnify and hold APS FireCo (and its employees, agents, and owners) harmless from any and all claims, causes of action, demands, damages, liability, losses and suits of every type and nature whatsoever arising out of or in any way

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related to claims attributable to Customer's failure to comply with its obligations, or the negligence, acts or omissions of Customer or its employees, agents or contractors.

20. When a gaseous discharge or fan pressure test is purchased by Customer, APS FireCo shall furnish one test only. Prior to proceeding with such test, APS FireCo shall make a thorough inspection of the hazard, and direct Customer to seal any and all obvious openings to reduce excessive agent or pressure loss. Absolute tightness of the hazard shall be Customer's sole responsibility. Concentration test monitoring will utilize a continuous strip analyzer. Room pressure fan test shall utilize an infiltrometer. Other pressure tests shall consist of utilization of water or gaseous agent as appropriate.

21. Customer agrees that it will not disclose any confidential or proprietary information of APS FireCo to any third party, that it will not use any information provided to it by APS FireCo for the purpose of competing or attempting to compete with APS FireCo, and that while any work is being performed by APS FireCo and for a period of three (3) years immediately thereafter it will not solicit any employee of APS FireCo to cease their employment with APS FireCo or to work for Customer or any of its related entities either directly or through any other third party.

22. All claims, disputes and other matters relating to or arising out of APS FireCo's proposal and work (with the sole exception of any claim by APS FireCo for non-payment of sums owing by Customer) shall be determined exclusively by binding arbitration by a single arbitrator in accordance with the then existing commercial rules of the American Arbitration Association. The parties shall share the arbitration fees equally and agree that the award by the arbitrator shall be final, and a judgment may be entered on that award. Any arbitration shall be conducted in Tulsa, Oklahoma and Oklahoma law shall apply to all such proceedings.

23. Orders will not be subject to cancellation by Customer, either in whole or in part, without the written consent of APS FireCo, and then only under such terms as are solely acceptable to APS FireCo. Any such approved cancellation must fully reimburse APS FireCo for all costs and direct/indirect expenses and losses incurred by it, including, without limitation, preparation costs, engineering costs, costs of purchased materials which cannot be returned or which are subject to restocking fees, cancellation or other similar fees charged by APS FireCo's suppliers and subcontractors, other out of pocket expenses actually incurred, total costs incurred by APS FireCo up to the date of acceptance of cancellation including direct labor and overhead, and an amount equal to APS FireCo's customary profit.

APS FireCo Sale Terms Conditions 2021-06-17

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PROPOSED CHANGE ORDER

Allstate Electrical Contractors, Inc.
1524 South May
Oklahoma City, OK 73108

Shiloh Enterprises, Inc.
5720 North Industrial Boulevard
Edmond, OK 73034



CCN # 5
Date: 12/10/2021
Project Name: WP Bill Atkinson
Project Number: WP Bill Atkinson
Page Number: 1

Work Description

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs. This price is good for acceptance within **10** days from the date of receipt. We request a time extension of **3** days. We will supply and install all materials, labor, and equipment as per your instructions

This CCN #5 is for the following work per ASI-01 Revision 01:

- **Add 1 light switch in riser room.**
- **Relocate 1 receptacle in riser room (abandon rough in & add new rough in).**
- **Add 1 dedicated receptacle in riser room.**
- **Add dedicated circuit for new HP-1 mini-split system.**
- **Add fire alarm system. Per our fire alarm designer, a minimum code system would only consist of 1 exterior AV at the riser, 1 smoke, 1 pull and monitoring of the riser. The plan has 2 additional AV's on the West wall of the East building. Per Firetrol if these 2 devices are included, we would then have to add devices in both buildings for full fire alarm coverage. Code requires if you install a system that exceeds minimum code you have to then go all in. We are quoting only what is shown with comment on what could be required at a later date.**
- **Provide and install Knoxbox #3270 recess mount in black.**

Itemized Breakdown

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
1/2" CONDUIT - EMT	65	89.70	C	58.31	3.48	C	2.26

ORIGINAL

PROPOSED CHANGE ORDER

Allstate Electrical Contractors, Inc.
1524 South May
Oklahoma City, OK 73108

Shiloh Enterprises, Inc.
5720 North Industrial Boulevard
Edmond, OK 73034



CCN # 5
Date: 12/10/2021
Project Name: WP Bill Atkinson
Project Number: WP Bill Atkinson
Page Number: 2

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
3/4" CONDUIT - EMT	150	140.48	C	210.72	4.00	C	6.00
3/4" CONN SS STL - EMT	8	87.12	C	6.97	12.50	C	1.00
3/4" COUPLING SS STL - EMT	4	102.38	C	4.10	5.00	C	0.20
1/2" CONN COMP STL - EMT	8	100.56	C	8.04	13.00	C	1.04
3/4" CONN COMP STL - EMT	12	140.08	C	16.81	16.25	C	1.95
1/2" COUPLING COMP STL - EMT	13	118.54	C	15.41	9.00	C	1.17
3/4" COUPLING COMP STL - EMT	11	161.64	C	17.78	11.25	C	1.24
1/2 OR 3/4" SNAP CLOSE CLIP - BTM MNT ON 1/4" FLNG	15	125.61	C	18.84	10.25	C	1.54
1/2 OR 3/4" SNAP CLOSE CLIP - SIDE MNT TO MTL STU	8	129.22	C	10.34	9.00	C	0.72
1/2 OR 3/4" CONDUIT+BOX SUPPORT - BTM MNT ON 1/4"	5	424.39	C	21.22	11.50	C	0.57
3/4" FLEX - LIQUIDTIGHT METALLIC - GRAY	10	333.60	C	33.36	6.19	C	0.62
3/4" CONN STRAIGHT - LIQUIDTIGHT DIECAST	2	482.69	C	9.65	21.25	C	0.42
3/4" CONN 90 DEG - LIQUIDTIGHT DIECAST	2	878.46	C	17.57	21.25	C	0.42
#12 THHN SOLID BLACK	157	210.50	M	33.05	6.75	M	1.06
# 8 THHN BLACK	167	601.38	M	100.43	8.75	M	1.46
#12 THHN SOLID GREEN	29	210.50	M	6.10	6.75	M	0.20
#10 THHN SOLID GREEN	84	329.32	M	27.66	7.75	M	0.65
WIRE CONN RED	6	15.34	C	0.92	7.50	C	0.45
4x 1 1/2" SQ BOX COMB KO	1	162.45	C	1.62	28.75	C	0.29
4x 1 1/2" SQ BOX COMB KO W/ FLUSH MTL STUD BRKT	4	216.81	C	8.67	28.75	C	1.15
4" SQ 1G PLSTR RING 5/8" RISE	4	103.69	C	4.15	3.13	C	0.13
4" SQ BLANK COVER	1	60.41	C	0.60	3.13	C	0.03
1G MSNRY BOX 3 1/2" DEEP	3	391.88	C	11.76	43.75	C	1.31
GROUND SCREW W/ INSUL #12 LEAD	3	92.81	C	2.78	3.75	C	0.11
1 5/8x 1 5/8x 12G STRUT GALV	10	466.79	C	46.68	12.50	C	1.25
1/4-20x 1 HEX HEAD BOLT - PLTD STL	12	6.30	C	0.76	4.25	C	0.51
1/4-20 HEX NUT - PLTD STL	12	2.51	C	0.30	2.50	C	0.30
1/4x 1 FENDER WASHER - PLTD STL	24	4.00	C	0.96	1.25	C	0.30
#8x 1/2 WAFER HEAD SELF-TAP STUD SCREW - 12G	10	2.61	C	0.26	3.00	C	0.30
#8x 1/2 WAFER HEAD SHEET MTL SCREW	16	4.05	C	0.65	1.88	C	0.30
1G TGL SWITCH PLATE - 302 S/S	1	140.00	C	1.40	3.75	C	0.04
1G DUPLEX REC PLATE - 302 S/S	2	120.00	C	2.40	3.38	C	0.07
20A 120-277V S/P SW - TOGGLE IVY (SG)	1	300.00	C	3.00	17.50	C	0.17
20A 125V DUP REC - IVY (SG)	1	300.00	C	3.00	25.00	C	0.25
30A 250V DSN SW FUSIBLE - NEMA 3R	1	157.50	E	157.50	1.50	E	1.50
25A FUSE 250V TIME DELAY CLASS RK5	2	7.59	E	15.18	0.04	E	0.08
Knoxbox 3270	1	484.00	E	484.00	1.50	E	1.50
Shipping & Handling Knoxbox	1	75.00	E	75.00	0.00	E	0.00
Totals	866			1,437.96			32.57

Summary

General Materials		1,437.96
Material Total		1,437.96
JOURNEYMAN	(32.57 Hrs @ \$34.00)	1,107.38
FOREMAN @ 10%	(3.26 Hrs @ \$36.00)	117.36
SAFETY @ 3.5%	(1.14 Hrs @ \$34.00)	38.76
CLEAN UP @ 4.0%	(1.30 Hrs @ \$26.00)	33.80
GUARANTEE @ 3.0%	(0.98 Hrs @ \$26.00)	25.48
Labor Burden	(@ 45.000 %)	595.25
Subtotal		3,355.99
Overhead	(@ 5.000 %)	167.80
Markup	(@ 5.000 %)	176.19

ORIGINAL

PROPOSED CHANGE ORDER

Allstate Electrical Contractors, Inc.
1524 South May
Oklahoma City, OK 73108

Shiloh Enterprises, Inc.
5720 North Industrial Boulevard
Edmond, OK 73034



CCN # 5
Date: 12/10/2021
Project Name: WP Bill Atkinson
Project Number: WP Bill Atkinson
Page Number: 3

Summary (Cont'd)

Subtotal		3,699.98
FIRE ALARM	(\$2,897.00 + 0.000 % + 5.000 % + 5.000 %)	3,193.94
Subtotal		6,893.92
Final Adjustment		0.08
Final Amount		\$6,894.00

CONTRACTOR CERTIFICATION

Name: Date: Signature:	Tony Boevers Digitally signed by Tony Boevers DN: cn=Tony Boevers, o=Allstate Electrical Contractors, Inc., ou, email=tony@allstateelectricokc.com, c=US Date: 2021.12.10 15:55:32 -06'00'
---	--

CLIENT ACCEPTANCE

CCN #: 5	_____
Final Amount: \$6,894.00	_____
Name:	_____
Date:	_____
Signature:	_____
Change Order #:	_____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL



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

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

12/20/2021

WP Bill Atkinson Park
COR 14-4" bollards in lieu of 6"

ADD DEDUCT

(26) at \$80 each for material difference

(\$2,080.00)

Note: 0 additional days is requested for this CO.

Subtotal

(\$2,080.00)

Total

(\$2,080.00)



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

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

1/5/2022

WP Bill Atkinson Park
COR 15-Purchase 8 OG&E cages

	ADD	DEDUCT
Purchased 8 OG&E cages	\$3,455.12	

Note: 0 additional days is requested for this CO.

Subtotal	\$3,455.12
Total	\$3,455.12



Customer Payment Form

Billing Inquiries: Third Party Desk (405) 553-3437

Email: 3rdPartyBilling@oge.com

Office Hours: 7:30a-4p Monday-Friday

Work Order #: 7706176	<input type="checkbox"/> Performance Guaranty Agreement-GL#225332/Co.Code 0200
Amount: \$ 3,455.12	<input type="checkbox"/> Multi-Tenant/Security Light Agreement-GL#225200/Co.Code 0200
Project Manager/Engineer: Corky Tomlin	<input type="checkbox"/> CIAC <input type="checkbox"/> Light-Customer Buy Down <input type="checkbox"/> Relocation <input type="checkbox"/> Contract Services (After-hours temporary disconnect/Up and Down Charges)

Customer Name:	Shiloh Enterprises Inc.
Customer Mailing Address:	5720 N. Industrial Blvd. Edmond, OK 73003
Customer Phone Number:	405-341-5500

Description of Work (including location):	
Contractor is purchasing 8 cages for the Park in Midwest City . OG&E will install lights once complete .	
\$431.89 per each cage	
\$431.89 x 8 = \$3455.12	

IF PAYING BY CHECK OR MONEY ORDER, PLEASE REMIT PAYMENT TO: OG&E Electric Services PO Box 321 Oklahoma City OK 73101-0321 Attn: M/C 505 Treasury-Cash Management **PLEASE INCLUDE A COPY OF THIS FORM WITH YOUR PAYMENT** If paying by Credit Card, please call the Third-party Desk at OG&E at (405) 553 3437 There is a 3% processing fee for credit card payments



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

Memorandum

TO: Honorable Mayor and City Council

FROM: Sid Porter, Chief of Police

DATE: January 25, 2022

SUBJECT: Discussion and consideration including any possible amendment of, declaring (4) Chevrolet Impalas as surplus and authorizing disposal by public auction, sealed bid or other means necessary.

The items identified are property that the Midwest City Police Department no longer needs or uses and have been removed from service. Staff recommends that these items be declared surplus. None of these items are estimated to have a value or sell for \$10,000.00 or more.

Items for surplus:

060054- 08 Chevy Impala VIN **2G1WS553689172970**
060062- 08 Chevy Impala VIN **2G1WS553189176408**
060070- 08 Chevy Impala VIN **2G1WS583881366572**
450106- 04 Chevy Impala VIN **2G1WF52E049324195**

Auction services are provided to the City by:

1. www.ebay.com
2. www.govdeals.com
3. www.pulic-surplus.com

Staff recommends approval.

Sid Porter

Sid Porter, Chief of Police-Interim

Attachment: Surplus Items Detail List

City of Midwest City
 Equipment ID Listing

Equipment#/ Serv Ind	Asset#/ License		Miscellaneous Id	DEPARTMENT	Class	Cost Ctr	Profit Ctr	purchase\$
060054 Down	KEY # 047 CI36359 OK		B/W CAR	06	04	01	UNLEADED	20526
	Chassis: 2008		CHEVY	IMPALA			2G1WS553689172970	
	Engine:		CHEV	V6				
060062 Active	KEY # 253 CI36346 OK		B/W CAR	06	04	01	UNLEADED	20526
	Chassis: 2008		CHEVY	IMPALA			2G1WS553189176408	
	Engine:		CHEV	V6				
060070 Active	KEY # 264 3-66790 OK		B/W CAR	06	04	01	UNLEADED	21235
	Chassis: 2008		CHEVY	IMPALA			2G1WS583881366572	
	Engine:		CHEV	V6				
450106 Inactive	KEY # 092 CI24539 OK		836ANL/4DR BLUE	45	02	01	UNLEADED	15,795
	Chassis: 2004		CHEVY	IMPALA			2G1WF52E049324195	
	Engine:		CHEV	V6				



Sid Porter
Chief of Police
Midwest City Police Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1325
Fax 405.739.1398

Memorandum

TO: Honorable Mayor and City Council

FROM: Sid Porter, Chief of Police

DATE: January 25, 2022

RE: Discussion and consideration, including any possible amendment of declaring 108 firearms of various calibers as surplus and authorizing their disposal by trade-in toward future purchases with GT Distributors, Austin, Texas for a trade-in amount of \$16,083.00

The attached list of firearms has been converted through the legal process. The Midwest City Police Department request consideration to enter into an agreement with GT Distributors of Austin, Texas to dispose of the converted firearms for a trade-in value of \$16,083.00. This will leave a \$16,083.00 credit for purchases with GT.

Staff recommends approval.

Sid Porter

Sid Porter, Chief of Police

Attachments: Property Room Conversion List and GT Distributions Quote

sporter@midwestcityok.org

GUN CONVERSION LIST				
Current Property Conversion List				
CASE #	MAKE	MODEL	SERIAL #	CONITION
15-00251	SMITH & WESSON 9 MM		HED9057	GOOD
	ISSC M22		ABG107	GOOD
16-00528	CENTURY ARMS M44 RIFLE		LQ3407	GOOD
16-05782	TAURUS TCP 380		76863E	FAIR
16-07430	DIANDBACK ARMS .380		ZC6991	FAIR
16-08567	CZ USA 40 CAL		A7365	FAIR
17-01561	S&W SW40VE		DSM7469	GOOD
17-02667	RUGER SECURITY 6 REV		155-15088	FAIR
17-03974	SCCY CPX-2		130944	FAIR
17-04684	S&W 9MM		FYF5550	FAIR
17-05424	REXIO .38 CAL REVOLVER		1116346	GOOD
17-06209	H&K .45 HANDGUN		29-016007	FAIR
17-07087	RUGER SR40C		3455056	GOOD
17-07877	TAURUS .357		KR58598	GOOD
17-08004	RG14 .22 CAL REVOLVER		L703106	FAIR
17-08164	GLOCK 19		BFKB351	GOOD
17-08301	TAURUS PT-22		Z027810	FAIR
17-08634	RUGER LC9		451-33776	GOOD
17-08780	TAURUS .380		ID04081872	GOOD
18-01158	TAURUS PT-25		Y130612	GOOD
18-01425	ROSSI 357		FT628042	GOOD
18-01606	STEVENS 12 GA MODEL 90		170123E	GOOD
18-01607	S&W .44 MAGNUM		AVE9547	FAIR
18-01715	TAURUS JUDGE		KR245633	GOOD
18-01932	S&W SW40VE		FZF4435	GOOD
18-02188	JENNINGS J22		707088	FAIR

18-02776	TAURUS REVOLVER		ES437574	GOOD
18-03391	KELTEC PF9		R3B92	FAIR
18-06254	ROSSI .357 REVOLVER		AW546079	GOOD
	NORINCO SKS RIFLE		70034	GOOD
18-06326	S&W SW9VE		DSM3724	GOOD
18-07215	S&W MODEL 60		66X99	FAIR
18-08599	ARMI TANFOGLIO		MI77555	FAIR
19-00120	TAURUS PT 738		O6809E	GOOD
19-00445	TAURUS PT 809		TJW43376	GOOD
19-00862	CDM MODDEL 22 SHORT		282998	FAIR
19-01054	HELWAN A.R.E. 9MM		1044271	FAIR
19-01094	NEW ENGLAND FIREARMS 303		5MKIROF	GOOD
	GLENFIELD MODEL 60 22 CAL		71478633	GOOD
19-01236	TAURUS 709 SLIM		TK070381	GOOD
19-01471	RAVEN ARMS .25 AUTO		1374919	FAIR
19-01569	TITAN TIGER .38 SPECIAL		83015	POOR
19-02197	RUGER EC9S		45398267	GOOD
19-02391	HIGH STANDARD .22 REVOLVER		596727	POOR
19-02826	S&W SW40VE		HFU1257	FAIR
19-03183	SCCY CPX-2		416944	GOOD
	TAURUS PT111 MILLENNIUM G2		TKZ40070	GOOD
19-03249	RAVEN ARMS .25 AUTO		349493	GOOD
19-03664	S&W K38		350993	FAIR
19-03912	GLOCK 19X		BHNG133	FAIR
	LORCIN L9MM		24457	FAIR
19-03996	STERLING .25 AUTO		65455	FAIR
19-04269	MARLIN MODEL 99		26388825	FAIR
19-04976	RUGER LCP .380		371718222	GOOD
	JIMENEZ JA380		255115	FAIR
19-05664	S&W .38 SPECIAL		CRN0937-683-3	GOOD
19-05994	MOSSBERG MODEL 88		MV08789	POOR
19-06045	HI POINT JCP .40 CAL		789965	FAIR
19-06144	GRENDEL INCC P12 .380		38566	FAIR
19-06209	RUGER LCR .8		541 63340	FAIR
19-06594	RUGER GP100 .357		171-21687	FAIR

	MARLIN MODEL 70 .22		10374887	FAIR
19-06792	SIG SAUER P365		66A329497	GOOD
19-06795	GLOCK 19		BDVV053	GOOD
19-06886	JIMENEZ ARMS J.A. NINE		412957	FAIR
19-07043	S&W M&P 9MM		HPM1672	FAIR
19-07156	S&W SD40VE		FYS0317	GOOD
19-07508	STAR SA 9MM		ET19294	FAIR
19-07638	MOSSBERG INTERNATIONAL 715T		EMD3719955	EXCELLENT
19-07740	SAVAGE ARMS 12 GA		8079766	POOR
19-07770	KELTEC 9MM		AA1H13	FAIR
19-07994	MARLIN 122		13507334	POOR
19-08851	MOSSBERG INTERNATIONAL 715T		ELH3465753	GOOD
19-08943	RUGER .357 REVOLVER		546-39022	GOOD
19-09244	SIG SAUER		24B154882	FAIR
20-00373	INTRATEC .22 CAL PISTOL		561806	FAIR
20-00741	SCCY CPX-2		181006	GOOD
20-01585	GLOCK 17		BGEX508	GOOD
	S&W M&P SHIELD		HXT2615	GOOD
20-01991	SPRINGFIELD XD .40		XD524191	GOOD
20-02242	S&W SD9VE		FBN9610	GOOD
20-02306	MERIDEN .32 REVOLVER		243002	POOR
20-02242	S&W SD9VE		FBN9610	GOOD
20-02343	REMINGTON 550-1 .22 RIFLE		332225904	GOOD
20-02699	TRISTAR 20 GA		KRA072724	EXCELLENT
	MOSSBERG AK47 .22 CAL		RA0012464	GOOD
20-02738	HI POINT C9		P1503348	GOOD
20-03742	GLOCK 19		ZGM003	GOOD
20-03940	MOSSBURG 12 GA		V0888234	POOR
20-04127	S&W SHIELD		HBL6963	GOOD
20-04805	S&W M&P 9MM		DUK2074	GOOD
20-05271	GLOCK 23		BKGS528	GOOD
20-05542	MASTERPIECE ARMS .45		A11402	POOR
20-05800	TAURUS TH9C		TMR21783	FAIR
20-06257	S&W SHIELD		JEV1550	GOOD
20-06300	GLOCK 43		BCFS280	GOOD

20-06467	TAURUS PT845		NIZ10079	FAIR
20-06488	TAURUS PT-111		ABC379011	GOOD
20-06618	TAURUS G2C		TMB52954	GOOD
20-07580	PALAMETO AR 15		ABKB286	EXCELLENT
	MARLIN .22 CAL RIFLE		13410259	POOR
	GLOCK 23 GEN 4		ABKB286US	FAIR
21-00030	MOSSBERG 500		U285669	GOOD
21-00713	GLOCK 43		BEEU929	GOOD
21-00780	RUGER SECURITY 9		382-91380	GOOD
21-01089	S&W BODYGUARD .380		KBC1655	FAIR
21-02242	RUGER EC95		45826699	GOOD
21-05965	S&W .38 CAL REVOLVER		AUD0488	FAIR



DISCUSSION ITEMS





City Clerk
shancock@midwestcityok.org
100 N. Midwest Blvd,
Midwest City, Oklahoma 73110
O: 405-739-1207
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: January 25, 2022

SUBJECT: Discussion and consideration to award the sale of the \$5,700,000 City of Midwest City General Obligation Bonds, Series 2022 to the lowest bidder.

In accordance with Title 62, Oklahoma Statutes, 2011, Sections 353 and 354, Article X, Section 27, notice was given that the City of Midwest City, Oklahoma (the "Issuer") would receive sealed written bids and electronic bids on Tuesday, January 25, 2022 at 11:30 a.m., local time at the Office of the City Clerk, City Hall, 100 North Midwest Boulevard, Midwest City, Oklahoma for the sale of all, but not less than all of \$5,700,000 aggregate principal amount of its General Obligation Bonds, Series 2022 (the "Series 2022 Bonds").

Action is necessary to sale the bonds.

Staff recommends approval.

Sara Hancock
City Clerk



City Clerk
shancock@midwestcityok.org
100 N. Midwest Blvd,
Midwest City, Oklahoma 73110
O: 405-739-1207
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: January 25, 2022

SUBJECT: Discussion and consideration for adoption, including any possible amendment or revision, of an Ordinance providing for the issuance of General Obligation Bonds in the sum of Five Million Seven Hundred Thousand and no/100s dollars (\$5,700,000.00) by the City of Midwest City, Oklahoma authorized at an election duly called and held for such purpose; prescribing form of bonds; providing for registration thereof; providing for a system of registration for uncertificated registered public obligations; providing levy of an annual tax for payment of principal and interest on the same; fixing other details of the issue; and declaring an emergency.

Action is needed to issue the bonds.

Staff recommends approval.

Sara Hancock
City Clerk

**THE CITY COUNCIL OF THE CITY OF MIDWEST CITY, STATE OF OKLAHOMA,
MET IN REGULAR SESSION IN THE COUNCIL CONFERENCE ROOM AT THE CITY
HALL, 100 NORTH MIDWEST BOULEVARD, IN SAID CITY ON THE 25TH DAY OF
JANUARY, 2022, AT 6:00 O'CLOCK P.M.**

PRESENT:

ABSENT:

Notice of the regular meetings of the City Council for calendar year 2022 having been given in writing to the City Clerk of Midwest City, Oklahoma prior to December 15, 2021, and public notice having been posted in prominent public view at the City Hall, 100 North Midwest Boulevard, Midwest City, Oklahoma, twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act. Notice of said meeting and agenda have also been posted on the City's website in accordance with Title 74, Oklahoma Statutes, Section 3106.2.

(OTHER PROCEEDINGS)

THEREUPON, an Ordinance was introduced which was read in full by the Clerk and considered by sections. Upon motion by _____, seconded by _____ the Ordinance was finally passed with the following vote:

AYE: .

NAY:

And upon motion of _____, seconded by _____, the question of the emergency was ruled upon separately and approved by the following vote.

AYE: .

NAY:

THEREUPON, the Ordinance was signed by the Mayor, attested by the Clerk, sealed with the seal of said municipality and is as follows:

ORDINANCE NUMBER _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS IN THE SUM OF FIVE MILLION SEVEN HUNDRED THOUSAND AND NO/100S DOLLARS (\$5,700,000.00) BY THE CITY OF MIDWEST CITY, OKLAHOMA AUTHORIZED AT AN ELECTION DULY CALLED AND HELD FOR SUCH PURPOSE; PRESCRIBING FORM OF BONDS; PROVIDING FOR REGISTRATION THEREOF; PROVIDING FOR A SYSTEM OF REGISTRATION FOR UNCERTIFICATED REGISTERED PUBLIC OBLIGATIONS; PROVIDING LEVY OF AN ANNUAL TAX FOR PAYMENT OF PRINCIPAL AND INTEREST ON THE SAME; FIXING OTHER DETAILS OF THE ISSUE; AND DECLARING AN EMERGENCY.

WHEREAS, on the 11th day of May, 2021, pursuant to notice duly given, an election was held in the City of Midwest City, State of Oklahoma, for the purpose of submitting to the registered, qualified electors of said City the question of the issuance of the bonds of said City in the following amounts:

\$5,700,000.00 of General Obligation Bonds by the City of Midwest City, Oklahoma, to provide funds (either with or without state or federal aid) for the purpose of acquiring, constructing, reconstructing, improving, remodeling and repairing public safety buildings and facilities including extending utilities and improving access thereto and purchasing and installing public safety equipment, all to be owned exclusively by said City, as authorized by Section 27, Article X of the Constitution and Statutes of the State of Oklahoma, and acts complementary, supplementary and enacted pursuant thereto; and

WHEREAS, as shown by the canvass of the returns by the County Election Board of Oklahoma County, Oklahoma, at said May 11, 2011 election there were cast by the registered, qualified electors of said City:

On the question of the issuance of said public safety bonds, 861 votes, of which 485 were in favor of and 376 were cast against the issuance of said bonds, and 0 were mutilated, spoiled or not voted ballots; and

WHEREAS, a lawful majority of the registered, qualified electors voting on such Propositions cast their ballots in favor of the issuance of all of said bonds and the issuance thereof has been duly authorized; and

WHEREAS, the City of Midwest City, Oklahoma has not previously issued general obligation bonds for the above proposition; and

WHEREAS, The Council of the City of Midwest City, Oklahoma, pursuant to Title 62, Oklahoma Statutes 2021, Section 354, desires to issue at this time \$5,700,000.00 in General Obligation Bonds authorized at the May 11, 2021 election consisting of an issue of \$5,700,000.00

bonds for the purpose of acquiring, constructing, reconstructing, improving, remodeling and repairing public safety buildings and facilities including extending utilities and improving access thereto and purchasing and installing public safety equipment, all to be owned exclusively by said City.

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

SECTION 1. That there are hereby ordered and directed to be issued the bonds of said City, in accordance with the form as hereinafter set out, in the aggregate amount of Five Million Seven Hundred Thousand and No/100s Dollars (\$5,700,000.00), which Bonds shall be designated "General Obligation Bonds, Series 2022" (the "Bonds"), shall be dated March 1, 2022, and shall become due and payable and shall bear interest from their date until paid as follows:

<u>Maturing March 1</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2024	\$380,000.00	%
2025	\$380,000.00	%
2026	\$380,000.00	%
2027	\$380,000.00	%
2028	\$380,000.00	%
2029	\$380,000.00	%
2030	\$380,000.00	%
2031	\$380,000.00	%
2032	\$380,000.00	%
2033	\$380,000.00	%
2034	\$380,000.00	%
2035	\$380,000.00	%
2036	\$380,000.00	%
2037	\$380,000.00	%
2038	\$380,000.00	%

Interest shall be payable semi-annually on the first day of March and September of each year, commencing on March, 1, 2023. The Bonds are issuable as registered Bonds in denominations of \$1,000.00 or any whole multiple thereof.

The Bonds maturing in the years 2024 through 2032, inclusive, shall not be subject to redemption prior to maturity. The Bonds maturing in the years 2033 and thereafter shall be subject to redemption at the option of the City, in whole or in part, in inverse order of maturity and by lot within a maturity, on any date on or after March 1, 2032, at the principal amount thereof plus accrued interest to the date fixed for redemption.

Notice of any such redemption shall be sent by registered or certified mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the Registered Holder of each Bond to be redeemed at the address shown on the Registration Books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Holder to the Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

SECTION 2. That each of said Bonds and the endorsements and certificates thereon shall be in substantially the following form:

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Registrar for registration of transfer, exchange or payment and any bond issued is registered in the name of Cede & Co., or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

No. _____	UNITED STATES OF AMERICA STATE OF OKLAHOMA CITY OF MIDWEST CITY General Obligation Bond, Series 2022 Due March 1, _____	\$ _____
_____ %		CUSIP No.

KNOW ALL MEN BY THESE PRESENTS:

That the City of Midwest City, of Oklahoma County, Oklahoma, hereby acknowledges itself indebted to and for value received, promises to pay the principal amount set forth above to the person named below:

 CEDE & CO., INC.

or registered assigns, (hereinafter called the "Registered Holder"), for the bond number(s) set forth above, together with interest thereon at the rate specified hereon, from the date hereof until paid, payable semi-annually on the 1st day of March, and the 1st day of September, respectively, in each year, beginning March 1, 2023.

The principal of and interest on this Bond are payable in lawful money of the United States of America which, at the time of payment, shall be legal tender for the payment of public and private debts. Payments of interest hereon shall be paid by check of BancFirst, a state banking association, Oklahoma City, Oklahoma (herein called the "Bank") payable to the order of the Registered Holder and mailed to the address shown in the Registered Holder on or before the date on which each such

payment is due. Payment of principal of this Bond shall be payable only upon surrender of this Bond to the Bank.

THE FULL FAITH, CREDIT, AND RESOURCES of said City are hereby irrevocably pledged to the payment of this Bond.

THIS BOND is one of an issue of like date and tenor, except as to date of maturity, rate of interest, and denomination, totaling the principal sum of Five Million Seven Hundred Thousand and No/100s Dollars (\$5,700,000.00) consisting of an issue of \$5,700,000.00 bonds for the purpose of acquiring, constructing, reconstructing, improving, remodeling and repairing public safety buildings and facilities including extending utilities and improving access thereto and purchasing and installing public safety equipment, all to be owned exclusively by said City, all as approved at an election held on May 11, 2021; and all pursuant to Section 27, Article X of the Constitution and statutes of the State of Oklahoma, and acts complementary, supplementary, and enacted pursuant thereto.

No person shall be entitled to any right or benefit provided in this Bond unless the name of such person is registered by the Bank as the Registrar of the City on the Registration Record. This Bond shall be transferable only upon delivery of this Bond to the Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Bank, duly executed by the Registered Holder hereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. The Registrar shall not be required to make such transfer after the fifteenth (15) day of the month preceding any interest payment date (the "Record Date") until after said interest payment date. The name of the Registered Holder endorsed hereon shall be deemed the correct name of the owner of this Bond for all purposes whatsoever. The Registrar will keep the Registration Record open for registration of ownership of registered Bonds during its business hours. In the event of a change of Registrar for any reason, notice thereof shall be mailed, by registered or certified United States Mail, postage prepaid, to the Registered Holder at the address shown in the Registration Record, and such notice shall be effective on the date of mailing and sufficient as to all persons.

Bonds of the issue of which this Bond is one, maturing in the years 2024 through 2032, inclusive, shall not be subject to redemption prior to maturity. Said Bonds maturing in the years 2033 and thereafter shall be subject to redemption at the option of the City, in whole or in part, in inverse order of maturity and by lot within a maturity, on any date on or after March 1, 2032, at the principal amount thereof plus accrued interest to the date fixed for redemption.

Notice of any such redemption shall be sent by registered or certified mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the Registered Holder of each Bond to be redeemed at the address shown on the Registration Books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Holder to the Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

WITNESS our respective official hands and the seals of said County this 1st day of _____, 2022.

District Attorney
District Number 7

Oklahoma County Clerk
(Seal)

FORM OF ASSIGNMENT

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM-- as tenants in common
TEN ENT-- as tenants by the entireties
JT TEN-- as joint tenants with the right of survivorship
and not as tenants in common

UNIF GIFT MIN ACT-- _____ Custodian for _____ under Uniform
(Cust) (Minor)
Gifts to Minors Act of Oklahoma.

Additional abbreviations may also be used though not in above list.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____

(Please insert Social Security or Taxpayer identification number of assignee) _____

(Please Print or Typewrite Name and Address of Assignee)

the within Bond, and all rights thereunder, and hereby does irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dates: _____

(Signature guaranty)

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

behalf of the City, have the same registered by the Treasurer, endorsed by the District Attorneys and County Clerks and presented to the Attorney General, Ex-Officio Bond Commissioner, together with a certified transcript of all proceedings had in connection with their issue for his approval and endorsement; that thereafter said Bonds shall be delivered to the purchaser upon payment of the purchase price thereof, which shall not be less than par and accrued interest. The proceeds derived from the sale of said Bonds shall be placed in a special fund and used solely for the purposes set out in the Bond in Section 2 hereof.

SECTION 4. Whenever any registered Bond or Bonds shall be exchanged for another registered Bond or Bonds of different denomination, the Registrar shall cancel the Bond or Bonds surrendered in such exchange on the face thereof and on the Registration Record. If the supply of registered Bonds for making exchanges shall have been exhausted, the Registrar shall cause additional registered Bonds to be prepared, at the expense of the City. The City covenants that upon request of the Registrar, its appropriate officers promptly will execute such additional registered Bonds on behalf of the City.

SECTION 5. The Registrar for all registered Bonds issued pursuant to this Ordinance shall be BancFirst, a state banking association, Oklahoma City, Oklahoma, which shall maintain a Registration Record for the purpose of registering the name and address of the Registered Holder of each registered Bond. The Registrar will keep the Registration Record open for registrations during its business hours. In the event of a change of Registrar, notice thereof shall be mailed, registered or certified United State Mail, postage prepaid, to the Registered Holder of each registered Bond. The name and address of the Registered Holder as the same appear on the Registration Record shall be conclusive evidence to all persons and for all purposes whatsoever and no person other than the Registered Holder shown on the Registration Record shall be entitled to any right or benefit in relation to the Bond so registered; provided, that the foregoing shall not apply to any successor by operation of law of such Registered Holder. Registered Bonds shall be transferable only upon delivery of such Bonds to the Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar, executed by the Registered Holder thereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. If the Form of Assignment on such Bonds is exhausted, such Registered Bonds delivered to the Registrar for registration of transfer shall be canceled by the Registrar on the face thereof and the Registrar shall authenticate and deliver to the transferee Bonds in aggregate principal amount equal to the unpaid principal of the surrendered Bonds in new registered Bonds, in denominations of \$1,000.00 or any multiples thereof. The Registrar shall not be required to make such transfer after the fifteenth (15th) day preceding any interest payment date until after said latter date.

SECTION 6. There is hereby created and established a system of registration for uncertificated registered public obligations with respect to the Bonds as provided in the Registered Public Obligations Act of Oklahoma, Title 62, Oklahoma Statutes 2021, Section 582(13)(b), whereby books shall be maintained on behalf of the City by The Depository Trust Company, New York, New York, for the purpose of registration of transfer of the uncertificated registered public obligations with respect to the Bonds which specify the persons entitled to the uncertificated registered public obligations with respect to the Bonds and the rights evidenced thereby and which provide that the transfer of the uncertificated registered public obligations with respect to the Bonds and the rights evidenced thereby shall be registered upon such books, and the Mayor and City Clerk

are hereby authorized and directed to execute such documents and instruments as may be required to implement the foregoing system of registration.

SECTION 7. That beginning with the year 2022, a continuing annual tax sufficient to pay the interest on said Bonds when due and for the purpose of providing a sinking fund with which to pay the principal of said Bonds when due shall be and is hereby ordered levied upon all taxable property in said City, in addition to all other taxes, said sinking fund to be designated "**GENERAL OBLIGATION BONDS, SERIES 2022, SINKING FUND.**" Said Tax shall be and is hereby ordered certified, levied and extended upon the rolls and collected by the same officers, in the same manner and at the same time as the taxes for general purposes in each of said years are certified, levied, extended and collected; that all funds derived from said tax shall be placed in said sinking fund which, together with any interest collected on same, shall be irrevocably pledged to the payment of the interest on and principal of said Bonds when and as the same fall due.

SECTION 8. The City covenants and agrees that it shall at all times perform all acts and things necessary or appropriate under any valid provision of law to ensure that interest paid on the Bonds shall not be included in gross income of the owners thereof for Federal income tax purposes under the Internal Revenue Code of 1986, as amended.

SECTION 9. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered an event of default on the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section. "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate executed by the Mayor and City Clerk of the City and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

SECTION 10. The Council of the City reasonably anticipates that the aggregate amount of "qualified tax-exempt obligations" [as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986 (the "Code")], which will be issued by the City and all subordinate entities thereof during calendar year 2022 does not exceed \$10,000,000.00, and hereby covenants and agrees, as a material inducement and consideration to the purchase of its Bonds by the Purchaser, that neither it nor any subordinate entity thereof will, during calendar year 2022, issue "qualified tax-exempt obligations" [as defined in Section 265(b)(3)(B) of the Code], in an aggregate amount exceeding \$10,000,000.00.

SECTION 11. It is the purpose and intent of this Resolution that the Bonds shall constitute and are hereby designated as "qualified tax-exempt obligations" as defined in Section 265(b)(3)(B) of the Code, in order that the purchasers of the Bonds may avail themselves of the exception contained in said Section 265(b)(3)(B) of the Code with respect to interest incurred to carry tax-exempt bonds.

SECTION 12. The Council of the City hereby covenants and agrees that it will not designate as "qualified tax-exempt obligations" more than \$10,000,000.00 in aggregate amount of obligations issued by the City or any subordinate entity thereof during calendar year 2022.

SECTION 13. That by reason of the City of Midwest City being without adequate public safety facilities and equipment, it is deemed and hereby declared necessary for the preservation of the public health, peace and safety that this Ordinance shall become operative immediately; wherefore, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect immediately from and after its passage and approval.

ADOPTED AND APPROVED this 25th day of January, 2022.

ADOPTED AND APPROVED as an emergency measure this 25th day of January, 2022.

Mayor

ATTEST:

SARA HANCOCK, City Clerk

(SEAL)

APPROVED as to form and legality this 25th day of January, 2022.

DONALD MAISCH, City Attorney

I, the undersigned, the duly qualified and acting City Clerk of the City of Midwest City, Oklahoma hereby certify that the foregoing is a true and complete copy of an Ordinance authorizing the issuance of general obligation bonds for the purpose therein set out adopted by the governing body of said City and Transcript of Proceedings of said governing body at a special meeting thereof held on the date therein set out, insofar as the same relates to the introduction, reading and adoption thereof as the same appears of record in my office.

I hereby certify that a true and complete copy of the Public Notice, attached hereto as Exhibit "A", was posted in prominent public view at the City Hall, 100 North Midwest Boulevard, Midwest City, Oklahoma, twenty-four (24) hours prior to the date of the meeting therein described, excluding Saturdays, Sundays and legal holidays. I further certify that a true, correct and complete copy of the schedule of regularly scheduled meetings of the City Council of the City for calendar year 2022 was filed in the office of the City Clerk of Midwest City, Oklahoma, as proscribed by law and in accordance with the Oklahoma Open Meeting Act.

WITNESS my hand and seal this 25th day of January, 2022.

City Clerk

(SEAL)



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

ENGINEERING DIVISION
Brandon Bundy, City Engineer
CURRENT PLANNING DIVISION
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION

Billy Harless, Community Development Director

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: January 25, 2022

Subject: (CA-81) Discussion and consideration of an appeal, including any amendment thereto, by G&S Sign Services to Section 9-385(x) which prohibits off-premise advertising from all zoning districts except industrial for the property addressed as 301 N Midwest BLVD (a/k/a a Part of the SE/4, SE/4, Sec. 34, T12N, R02W, I.M, Oklahoma County, OK) (Community Development - B. Harless)

Applicant: G & S Sign Services, LLC

SSM Health Oklahoma took over the operation of the Midwest Memorial Hospital in April. Prior to assuming the lease, City Council on February 23, 2021, approved a variance application for G & S Sign Services, LLC that allowed the rebranding of existing signs as well as the addition of new signage on the hospital campus. SSM Health also desired a sign for the Hospital's eastern entrance on National Avenue, but there was no property available for a site.

The Midwest City Memorial Hospital Authority last April acquired the former Chase Bank, 301 N Midwest BL with the intent of eliminating a blighted building and redeveloping the site. This property lies in the Restricted Commercial (C-1) zoning district. SSM approached the Authority about the possibility of erecting a sign on the former bank site, which would require similar variances as before:

- The proposed location is not on SSM's premises and, thus, constitutes an off-premise sign. Section 9-385(x) prohibits off-premise advertising in all zoning districts except for industrial. **Variance Requested: *To allow the issuance of a permit for an off-premise sign in the Restricted Commercial (C-1) zoning district.***

Action is at the discretion of the City Council.

Action Required: Approve or reject the appeal to the sign ordinance for the property described as noted in this staff report.

Billy Harless AICP
Community Development Director

KG

301 N Midwest BL Midwest City OK

SSM HEALTH ADDITIONAL DIRECTIONAL SIGN

The purpose of this proposal is to allow SSM Health one additional sign that is considered off premise. Currently SSM Health Hospital is located on Parklawn dr tucked away from the two main streets of Reno and Midwest Blvd. They have one major directional sign along Reno to help direct traffic into the Hospital but do not have any signage along Midwest Blvd. Another very busy street. These directional signs are not only to help people find the hospital but direct people who are in need for EMERGENCY assistance. The directional sign we are proposing will help those people along Midwest Blvd find the EMERGENCY facility. Instead of driving around the block to find the only directional sign along Reno ave directing traffic to EMERGENCY. This will help alleviate any issues with finding the hospital or EMERGENCY room along Midwest Blvd.



SITE MAP



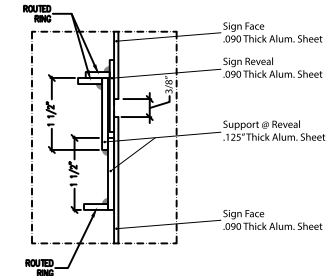


Alliance Health

SIGN #1

WO# X

Placement



SCOPE: DOUBLE SIDED

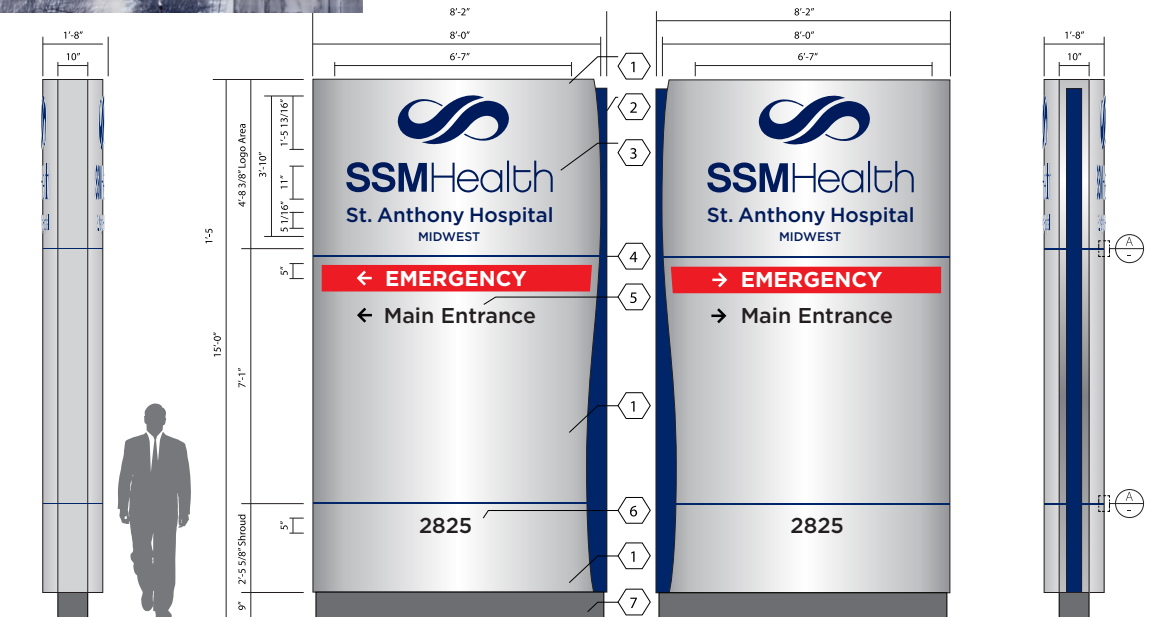
- fabricate new radius faced ground sign
- sign is illuminated and electrical is existing but will need electrician to pipe over. SSM to handle Electrician
- Installation of new sign per drawings

Existing electrical to be brought over to sign by SSM

Sign Details

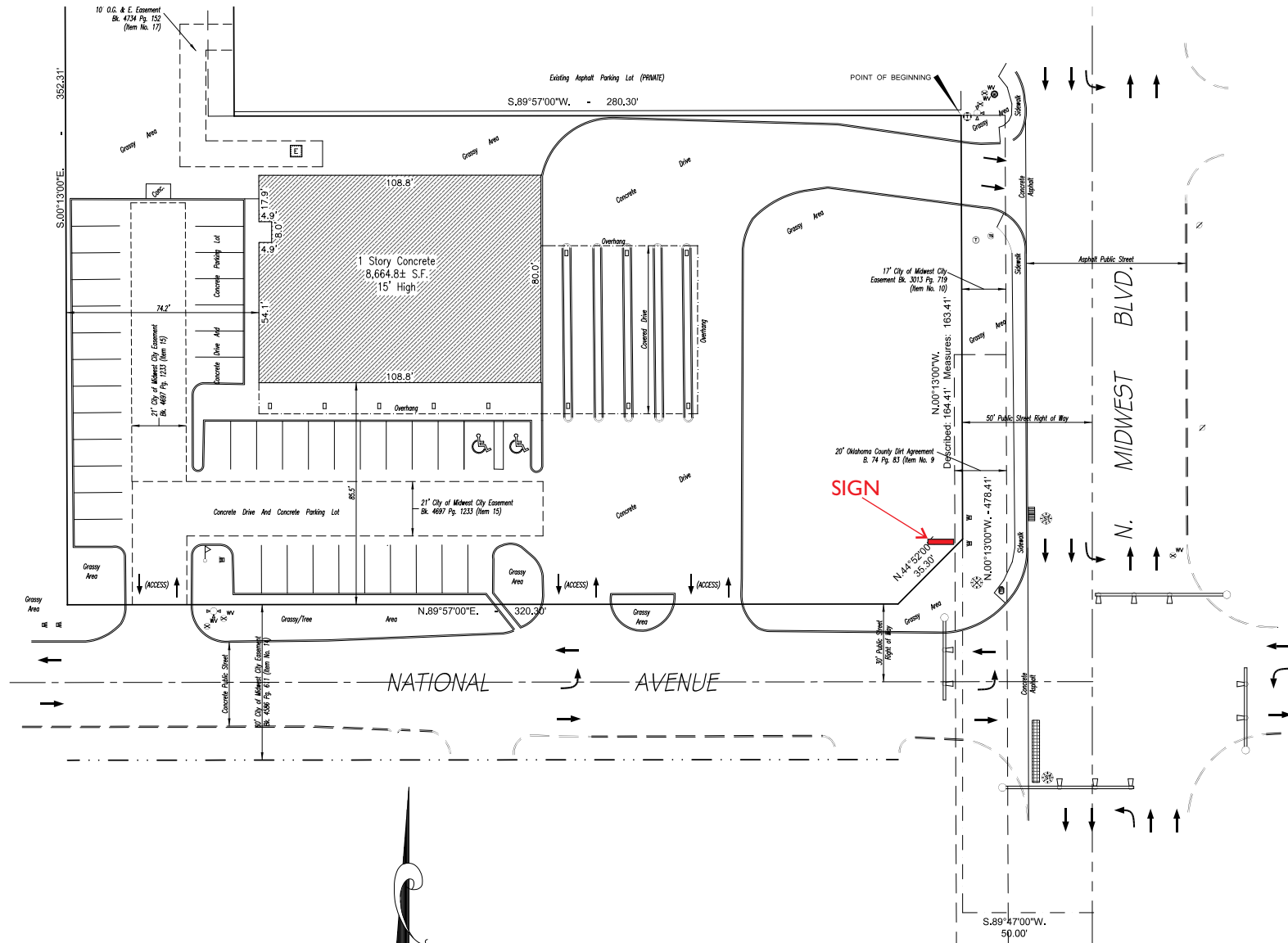
Aluminum construction, internally illuminated freestanding pylon sign.
See section detail specification drawings for "Pylon Sign (Radius)" beginning on page 158.

- 1 **Radius Face(s)**
Aluminum faces routed out for copy. Painted to match Silver (P3). Message panels are removable to allow for easy replacement in cases of copy changes.
- 2 **Blue Accent Bar**
Aluminum accent bar painted to match Blue (P1).
- 3 **Push Thru Logo**
Clear 1/4" push-thru acrylic logo copy w/ applied vinyl (V2).
- 4 **"EMERGENCY" Copy**
Routed out copy backed up w/ White (2447) acrylic. First surface applied vinyl decorate, red (V8).
- 5 **Directional Copy**
Routed out and backed up with black Bitro day/night acrylic.
- 6 **Address Copy**
Routed out and backed up with black Bitro day/night acrylic.
- 7 **Base Shroud**
Aluminum shroud to cover sign base painted to match (P13).





SITE PLAN





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

ENGINEERING DIVISION
Brandon Bundy, City Engineer
CURRENT PLANNING DIVISION
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Building Official

Billy Harless, Community Development Director

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: January 25, 2022

Subject: (PC – 2102) Discussion and consideration of adoption, including any possible amendment of the proposed preliminary plat of Parkway described as a part of the SW/4 of Section 7, T11N, R1W, addressed as 10301 SE 29th Street.

Executive Summary: In April of 2021, the City Council approved an ordinance to rezone a portion of this property to R-MH-2 to allow for additional mobile homes to be placed on the property in the future. During those hearings, concerns were brought up by surrounding property owners regarding drainage. The zoning was approved contingent upon the applicant/owner submitting a plat application with a site development plan and drainage plan prior to expanding. This application does include a drainage plan which is further discussed in the engineering portion of this report. The applicant has also submitted a Tree Canopy Management Plan. This plat does include all required easements and right-of-way. The drives within the existing development are private and will remain so with any expansion. Tie-on to the public water system and the installation of sidewalk along the frontage will be required. Action is at the discretion of the City Council.

Dates of Hearing: Planning Commission – December 7th, 2021
City Council – January 25, 2022

Council Ward: Ward 1, Councilmember Eads

Applicant: Mark Zitzow

Engineer: Johnson & Associates

Proposed Use: Existing mobile home park - 62 additional manufactured homes in future.

Size:

The area of request has frontage of approximately 880 feet along S.E. 29th St. and contains an area of approximately 34.33 acres with a depth of approximately 1,756 feet. The length of the back section is approximately 1,418 feet.



Zoning Districts:

Area of Request – R-MH-2, Manufactured Home Park, R-HD, High Density Residential and R-6, Single family detached.

North – R-6, Single Family Residential

East – R-6 single family residential

South – Oklahoma City, Commercial

West – R-HD, High Density Residential and R-6, Single Family Residential

Land Use:

Area of Request – manufactured homes

North – single family homes

East – one single family home

South – Light commercial

West – church and offices

Municipal Code Citation:

38-18.1. Purpose

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

History:

1. This area was zoned R-4, High Density Residential with the adoption of the 1985 Zoning Map.
2. In April 2021 a portion of the property was rezoned to R-MH-2 (PC-2063).
3. The Planning Commission recommended approval of this item December 7, 2021.

Engineer's Comments:

Note: This application is for a preliminary plat of Parkway Manufactured Home Community located at 10301 SE 29th Street.

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

Water Improvements

An eighteen (18) inch public water main is located along the south side of S.E. 29th Street. Any new building permit or new trailer site will require tie into the public water system as outlined in Municipal Code 43-32. The tie into public water can be either via a master meter and distributed after or the public main extended with individual meters. A public water main would require a dedicated easement. Extension of the public water system will require plans submitted by an Oklahoma licensed engineer to be designed to city standard. Plans will be reviewed by both the City and Oklahoma Department of Environmental Quality before being constructed and inspected.

Sanitary Sewerage Collection and Disposal

Two separate eight (8) inch public sanitary sewers are located along the north and east sides of the property. Any new building permit or new trailer site will require tie into the public sewer system as outlined in Municipal Code 43-109. The existing park already has a private collection system which ties into the public sewer main on the northwest corner. Since this property is one lot, there can be additional units on this same tie in point. Alternatively, if the applicant desires extension of the public sewer system; it will require plans submitted by an Oklahoma licensed engineer to be designed to city standard. Plans will be reviewed by both the City and Oklahoma Department of Environmental Quality before being constructed and inspected. A public sewer main would require a dedicated easement.

Streets and Sidewalks

Access to the area of request exists off S.E. 29th Street which is classified as a Primary Arterial in the 2008 Comprehensive Plan. A primary arterial requires a total right of way of 120 feet, 60 feet on each side of the centerline with an additional ten (10) foot utility easement adjacent to the proposed development. It will be required to be dedicated on the final plat if not already existing.



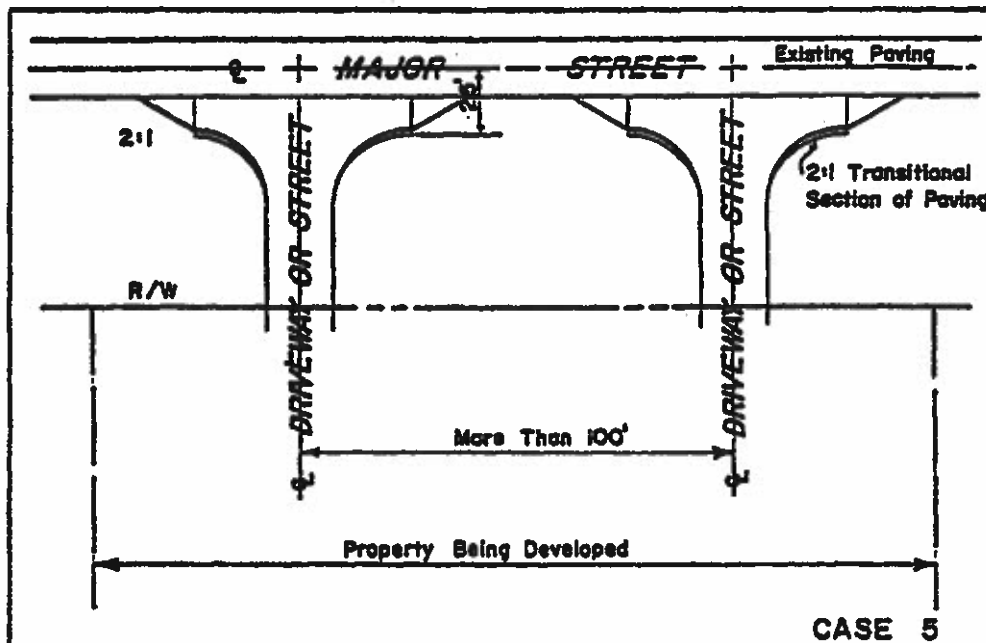
Looking north east across S.E. 29th Street towards the western drive identified as "Parkway Circle".



Looking north east directly across S.E. 29th Street from the eastern drive identified as "Gayle Drive" towards the eastern side of the parcel.

SE 29th Street is currently two lanes with both existing driveways being approximately 245' apart. The existing driveways will have to be modified according to Sec. 37-65(b) of the municipal code, specifically case 5;

37-65(b)....Where property on which multi-family dwellings, commercial, industrial and/or institutional buildings are being developed, and where driveways or streets from said property to the major arterial street are being constructed at more than one hundred (100) feet apart, improve the existing major street in order that such major street will provide a twenty-five (25) foot traffic lane across each intersecting street or driveway from such property as measured between the center line and the right-of-way line of the major street, plus a transitional section of pavement on each side of the intersecting streets or driveways for a distance of two (2) times the width of the widening as shown on the drawing following this section as Case 5.



There is no sidewalk across the frontage of SE 29th Street. Sidewalk construction will be required prior to final platting since this is one lot, one block. Any work to the existing drives or sidewalk will require current Midwest City standard.

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

The applicant proposes to construct local access within the property to access the future sites. Because this property is remaining one lot / one block, it will remain as one owner and is being considered similar to that of an apartment complex etc. which typically uses parking lots and private drives to serve internal units. If this property were ever to be subdivided, improvements would be required to bring the access up to City standard in width, construction, and dedication.

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

The comprehensive plan dictates the connection of internal streets within the square mile sections that are designated as future collector roads. The thoroughfare plan does not designate this area to contain a future collector road.

Drainage and Flood Control, Wetlands, and Sediment Control

The proposed development grading falls to the northwest towards Soldier Creek Tributary 6. There are no developed storm systems on the property other than a few areas where it was graded to drain. The existing development has a few inlets and swales which discharges onto the undeveloped portion of the property.



There is a raised abandoned railroad forming a berm which runs roughly running east west across the northern portion of the property. This berm restricts the storm water from crossing to the north in any place other than a large concrete box culvert. Drainage to the proposed development generally is as follows:

- The applicant has proposed a common detention pond to handle all the drainage caused by the impervious surfaces on site. The outfall comprised of 2 24” pipes would be upstream of the large concrete box culvert.
- Offsite runoff from the east is proposed to flow through the development and flow through the large concrete box culvert.
- Offsite runoff on the north side of the berm would be addressed with the developer as stated in an email 11/19/2021: **“Construction of a grass swale (along)(sp) their eastern edge in a public drainage and trail easement... and... will transition the grass swale into a concrete channel at the transition point to the existing flume”**. The constructed grass swale will be covered by a Private Drainage Easement and maintenance will be the responsibility of the property owner. This area has been of a particular concern by the neighbors along Alicia Drive, immediately on the north. If designed properly, the efforts by the developer should mitigate the concerns of the neighbors. The developer and the neighbors should take the opportunity to discuss future maintenance and develop a communication channel on which to voice future concerns.



Picture of the detention outfall from Aspen 3. To the left is the beginning of the rail berm.



Looking west from Aspen 3 property. Swale would be constructed in this corridor with some tree removal.



Looking north off Alicia Drive where all the drainage would cross under the road and enter Soldier Creek Tributary 6.



Looking north east off Alicia Drive towards Aspen 3. The drainage in the foreground is Soldier Creek Tributary 6.



Looking south from Alicia Drive where all the drainage would cross under the road. The home owners of 10304 and 10316 Alicia Drive have fenced across the City's drainage easement. This fence will likely need to be removed to gain access for the grading work and future maintenance.



Looking east along the back yards of Alicia Drive where the proposed drainage swale is to be constructed.



Looking at the area where the constructed swale and the established channel would intersect.



The box culvert under the railroad berm which would carry all the water from the south side of the berm. The box was constructed in 1931.

The area of request is shown to be in an "Area of Minimal Flood Hazard" meaning no floodplain on two Flood Insurance Rate maps (FIRM) which bisect the property.

- The northern section of the property is on map number 40109C0330H, dated December 18th, 2009.
- The southern section of the property is on map number 40109C0340H, dated December 18th, 2009.

The National Wetlands Inventory, www.fws.gov/wetlands/data/Mapper.html prepared by the United States Department of the Interior Fish and Wildlife Service, accessed November 22nd, 2021, shows two separate freshwater ponds, a 1.02 acre classified as PAB4Hx and a 0.10 acre classified as PUSCh. Any development of the parcel will need appropriate permitting and/or documentation from the Army Corps of Engineers.

All future development on the proposed tracts must conform to the applicable requirements of Municipal Code Chapter 13, "Drainage and Flood Control." Resolution 84-20 requires that developers install and maintain sediment and/or erosion controls in conjunction with their construction activities. Any proposed development must conform to the applicable requirements of Municipal Code Chapter 43, "Erosion Control."

January 25, 2022

Sediment control plans must be submitted to and approved by the city before any land disturbance is done on-site. The developer is responsible for the cleanup of sediment and other debris from drainage pipes, ditches, streets and abutting properties as a result of his activities.

Easements and Right-of-Way

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

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

Fire Marshal's Comments: The property is required to meet and maintain the requirements of Midwest City

Ordinances Section 15. Fire hydrants and fire mains are required to be installed in accordance with Midwest City Ordinance Section 15 and the International Fire Code through the proposed new addition of the site. Hydrant placement will be reviewed, coordinated and approved through line maintenance and the Fire Marshal's office.

The cul-de-sac shown on the plat is not the correct size. Minimum cul-de-sac size shall be 96 feet in diameter. Minimum road width shall be 26 feet.

Planning Comments:

The purpose of this preliminary plat is to further develop the plot for the use of mobile homes. The developer intends to build a detention pond for the purpose of mitigating the runoff from the additional coverage caused by the additional homes.

Staff determined that a Park Land Review Committee hearing was not necessary as the purpose of this plat is to address concerns with drainage and there is an existing park area with a basketball court and swimming pool in the mobile home community. With this in mind, additional park land dedication is not necessary.

The applicant has submitted a Tree Canopy Management Plan. Staff has reviewed the plan and found it to meet the ordinance.

Further development of this lot is conforming to its current use and does not violate any tenet or principle of the comprehensive plan.

Action Required: Approve or reject the preliminary plat of Parkway located on the property as noted herein, subject to the staff comments and found in the January 25, 2022 agenda packet and made a part of PC- 2102 file.



Billy Harless, AICP
Community Development Director

KG

The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director

Brandon Bundy, P.E., C.F.M., City Engineer

To: Kellie Gilles, Planning Manager

From: Brandon Bundy, City Engineer

Date: November 22nd, 2021

Subject: Engineering staff comments for pc-2102 preliminary plat application

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2102:

Note: This application is for a preliminary plat of Parkway Manufactured Home Community located at 10301 SE 29th Street.

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

Water Improvements

An eighteen (18) inch public water main is located along the south side of S.E. 29th Street. Any new building permit or new trailer site will require tie into the public water system as outlined in Municipal Code 43-32. The tie into public water can be either via a master meter and distributed after or the public main extended with individual meters. A public water main would require a dedicated easement. Extension of the public water system will require plans submitted by an Oklahoma licensed engineer to be designed to city standard. Plans will be reviewed by both the City and Oklahoma Department of Environmental Quality before being constructed and inspected.

Sanitary Sewerage Collection and Disposal

Two separate eight (8) inch public sanitary sewers are located along the north and east sides of the property. Any new building permit or new trailer site will require tie into the public sewer system as outlined in Municipal Code 43-109. The existing park already has a private collection system which ties into the public sewer main on the northwest corner. Since this property is one lot, there can be additional units on this same tie in point. Alternatively, if the applicant desires extension of the public sewer system; it will require plans submitted by an Oklahoma licensed engineer to be designed to city standard. Plans will be reviewed by both the City and Oklahoma Department of Environmental Quality before being constructed and inspected. A public sewer main would require a dedicated easement.

Streets and Sidewalks

Access to the area of request exists off S.E. 29th Street which is classified as a Primary Arterial in the 2008 Comprehensive Plan. A primary arterial requires a total right of way of 120 feet, 60 feet on each side of the centerline with an additional ten (10) foot utility easement adjacent to the proposed

development. It will be required to be dedicated on the final plat if not already existing.



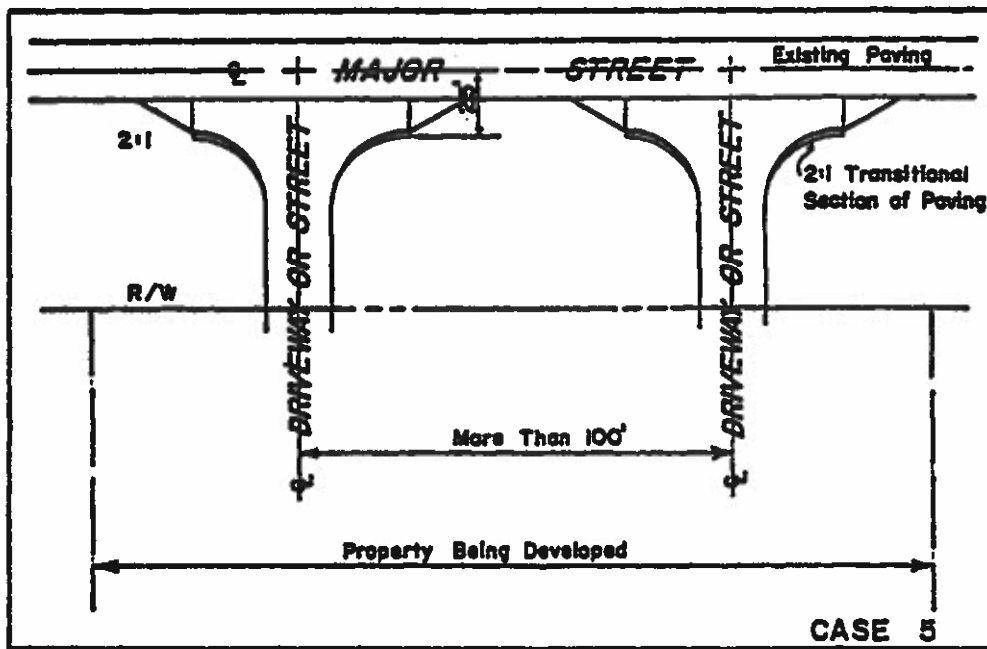
Looking north east across S.E. 29th Street towards the western drive identified as "Parkway Circle".



Looking north east directly across S.E. 29th Street from the eastern drive identified as "Gayle Drive" towards the eastern side of the parcel.

SE 29th Street is currently two lanes with both existing driveways being approximately 245' apart. The existing driveways will have to be modified according to Sec. 37-65(b) of the municipal code, specifically case 5;

37-65(b).... Where property on which multi-family dwellings, commercial, industrial and/or institutional buildings are being developed, and where driveways or streets from said property to the major arterial street are being constructed at more than one hundred (100) feet apart, improve the existing major street in order that such major street will provide a twenty-five (25) foot traffic lane across each intersecting street or driveway from such property as measured between the center line and the right-of-way line of the major street, plus a transitional section of pavement on each side of the intersecting streets or driveways for a distance of two (2) times the width of the widening as shown on the drawing following this section as Case 5.



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There is no sidewalk across the frontage of SE 29th Street. Sidewalk construction will be required prior to final platting since this is one lot, one block. Any work to the existing drives or sidewalk will require current Midwest City standard.

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

The applicant proposes to construct local access within the property to access the future sites. Because this property is remaining one lot / one block, it will remain as one owner and is being considered similar to that of an apartment complex etc. which typically uses parking lots and private drives to serve internal units. If this property were ever to be subdivided, improvements would be required to bring the access up to City standard in width, construction, and dedication.

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

The comprehensive plan dictates the connection of internal streets within the square mile sections that are designated as future collector roads. The thoroughfare plan does not designate this area to contain a future collector road.

Drainage and Flood Control, Wetlands, and Sediment Control

The proposed development grading falls to the northwest towards Soldier Creek Tributary 6. There are no developed storm systems on the property other than a few areas where it was graded to drain. The existing development has a few inlets and swales which discharges onto the undeveloped portion of the property.



There is a raised abandoned railroad forming a berm which runs roughly running east west across the

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northern portion of the property. This berm restricts the storm water from crossing to the north in any place other than a large concrete box culvert. Drainage to the proposed development generally is as follows:

- The applicant has proposed a common detention pond to handle all the drainage caused by the impervious surfaces on site. The outfall comprised of 2 24" pipes would be upstream of the large concrete box culvert.
- Offsite runoff from the east is proposed to flow through the development and flow through the large concrete box culvert.
- Offsite runoff on the north side of the berm would be addressed with the developer as stated in an email 11/19/2021: **“Construction of a grass swale (along)(sp) their eastern edge in a public drainage and trail easement... and... will transition the grass swale into a concrete channel at the transition point to the existing flume”**. The constructed grass swale will be covered by a Private Drainage Easement and maintenance will be the responsibility of the property owner. This area has been of a particular concern by the neighbors along Alicia Drive, immediately on the north. If designed properly, the efforts by the developer should mitigate the concerns of the neighbors. The developer and the neighbors should take the opportunity to discuss future maintenance and develop a communication channel on which to voice future concerns.



Picture of the detention outfall from Aspen 3. To the left is the beginning of the rail berm.



Looking west from Aspen 3 property. Swale would be constructed in this corridor with some tree removal.



Looking north off Alicia Drive where all the drainage would cross under the road and enter Soldier Creek Tributary 6.



Looking north east off Alicia Drive towards Aspen 3. The drainage in the foreground is Soldier Creek Tributary 6.



Looking south from Alicia Drive where all the drainage would cross under the road. The home owners of 10304 and 10316 Alicia Drive have fenced across the City's drainage easement. This fence will likely need to be removed to gain access for the grading work and future maintenance.



Looking east along the back yards of Alicia Drive where the proposed drainage swale is to be constructed.



Looking at the area where the constructed swale and the established channel would intersect.



The box culvert under the railroad berm which would carry all the water from the south side of the berm. The box was constructed in 1931.

The area of request is shown to be in an "Area of Minimal Flood Hazard" meaning no floodplain on two Flood Insurance Rate maps (FIRM) which bisect the property.

- The northern section of the property is on map number 40109C0330H, dated December 18th, 2009.
- The southern section of the property is on map number 40109C0340H, dated December 18th, 2009.

The National Wetlands Inventory, www.fws.gov/wetlands/data/Mapper.html prepared by the United States Department of the Interior Fish and Wildlife Service, accessed November 22nd, 2021, shows two separate freshwater ponds, a 1.02 acre classified as PAB4Hx and a 0.10 acre classified as PUSCh. Any development of the parcel will need appropriate permitting and/or documentation from the Army Corps of Engineers.

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

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

Easements and Right-of-Way

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

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



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 ENGINEERING DIVISION

Applicant: Johnson and Associates (owner representative)

Phone Number: 405-235-8075

Email: mzitzow@jaokc.com

Address: 10301 SE 29th Street

Preliminary Plat Requirements/Checklist - Engineering

The preliminary plat shall be accompanied by a statement signed by the registered engineer preparing the plat that he has, to the best of his ability, designed the subdivision in accordance with the latest subdivision regulations and in accordance with the ordinances and regulations governing the subdivision of land.

38-18	Preliminary Plat:	
Administrative	North arrow, scale, date, and site location map	BB
Administrative	The total number of lots	BB
Administrative	The total area of development	BB
Administrative	The location of proposed lots, areas in Acres and Square Feet, and dimensions.	BB
Administrative 38-42.3(b)(3)	The location of property lines, existing easements, buildings, fences, cemeteries or burial grounds, and other existing features within the area to be subdivided and similar facts regarding existing conditions on immediately adjacent property.	BB
Administrative 38-42.3(b)(3)	The location of any natural features such as water courses, water bodies, flood hazard areas, tree masses, steep slopes, or rock outcroppings within the area to be subdivided and similar facts regarding existing conditions on immediately adjacent property.	BB
Administrative 38-42.3(b)(3)	The location, width, and name of all existing or platted streets or other public ways (i.e. railroad and state-owned) within or immediately adjacent to the tract.	BB
Administrative	The location of all existing or abandoned oil or gas wells, oil or gas pipelines and other appurtenances associated with the extraction, production and distribution of petroleum products and all related easements on the site or on immediately adjacent property.	BB
Administrative	The legal metes and bounds of the property being developed.	BB
Administrative	Location of Floodplain if adjacent or within development	--
Administrative	Location of Wetlands if adjacent or within development. If so, the developer is required to notify the Army Corp of Engineers.	Noted in staff report to be addressed on final plat
Administrative 38-54.3(c)(1) 38-54.3(d)(1) 38-54.4	Required retaining walls and retaining wall easements	BB



The City of
MIDWEST CITY
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Administrative	Show the proposed street layout and right of ways.	BB
38-45.4(c)	All existing arterial streets and such collector and local streets as may be necessary for convenience of traffic circulation and emergency ingress and egress.	BB
38-45.4(d)	All access points to existing roadways and be of the required number.	BB
38-45.4(e)	The development shall have two (2) connections to adjacent properties.	--
38-45.4(n)	The names of all new proposed streets.	--
38-45.4(o)	The development shall not have any proposed cul-de-sacs longer than five hundred (500) feet in length	One lot / one block
38-47	The location and size of all proposed pedestrian crosswalks, bike trails, horse trails, or other supplementary movement systems.	Trail easement granted
38-18.2(a)(1) 38-44.3(a)(2)	Preliminary stormwater management plan (SWMP)	BB
38-44.3(e)(1)	A digital copy of the preliminary SWMP shall be submitted along with the preliminary plat.	BB
38-44.3(e)(2)	The preliminary SWMP shall be labeled as "Preliminary"	BB
38-44.3(e)(3)	The preliminary SWMP shall be signed, sealed, and dated by the professional engineer (P.E.) or shall contain a statement showing the professional engineer's name and license number and affirming the preliminary SWMP was prepared under the direction of the engineer and that the plan is preliminary	BB
38-44.3(b)(3)	If no preliminary drainage plan is required [only upon city engineer's approval, see 38-44.44 (b)(3)]: show existing drainage patterns, runoff coefficients, and the proposed changes to these items (before and after development)	--
38-44.3(c)	The preliminary SWMP must comply with the Engineering Standards Manual and construction details and the Midwest City Code of Ordinances (e.g. chapters 13 and 43), including control/sediment plans	BB
38-18.2(a)(2) 38-44.4(a)(2)	Preliminary drainage plan	BB
13-69.7(1)	The area of the preliminary drainage plan in acres shown at points where storm water enters and leaves the proposed subdivision, and where drainage channels intersect roadways and at junction points.	BB
13-69.7(3)	The location, size, and type of existing and proposed storm water control facilities including storm sewers, inlets, culverts, swales, channels and retention or detention ponds and areas. The approximate area in acres served by said facilities shall be shown.	BB
13-69.7(4)	Special structures such as dams, spillways, dikes or levees.	BB
38-44.4(c)(1)	The preliminary drainage plan shall show the watershed affecting the development and how the runoff from the fully-developed watershed will be conveyed to, through, and from the development.	BB
38-44.4(c)(2)	The preliminary drainage plan must comply with the Engineering Standards Manual and construction details and the Midwest City Code of Ordinances (e.g. chapters 13 and 43)	BB



The City of
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38-44.4(d)(1)	Three (3) paper copies of the preliminary drainage plan	digital
38-44.4(d)(2)	The preliminary drainage plan shall be labeled as "Preliminary"	BB
38-44.4(d)(3)	The preliminary drainage plan shall be stamped by and dated by the engineer, professional	BB
38-44.5	If the development proposed is adjacent to or within the 100-year floodplain the following are required:	NA
38-44.5(a)	No Development within a floodway.	--
38-44.5(b)	All 100-year floodplains shall be maintained in an open natural condition	--
38-44.5(b)(3)(a)	The 100-year floodplain shall be dedicated on the final plat to the city as a single lot or may be owned and maintained by an HOA	--
38-44.5(b)(3)(b)	No portion of a single-family or two-family residential lot shall exist within the 100-year floodplain	--
38-44.5(b)(3)(c)	A fifteen-foot wide maintenance easement adjacent to the floodway	--
38-44.5(b)(3)(e)	All streets adjacent to a 100-year floodplain shall have a minimum ROW width of fifty (50) feet.	--
38-44.5(b)(3)(f)(2)	All streets adjacent to a 100-year floodplain shall have a minimum sixty (60) percent of the linear frontage	--
38-44.5(b)(3)(f)(3)(a)	Not more than one (1) cul-de-sac in a row adjacent to 100-year floodplain	--
38-44.5(b)(3)(f)(2)(b)(1)	A minimum fifty (50) percent of an adjacent cul-de-sac bulb shall be open to the 100-year floodplain and no residential lot shall encroach within the area between this line and the major creek.	--
38-44.5(b)(3)(f)(2)(b)(2)	An entry monument(s) or feature(s) as well as landscaping shall be provided at the end of the cul-de-sac and a pathway of a minimum twelve (12) feet in width shall be provided to the major creek	--
38-18.2(a)(3) 38-43.3	Preliminary utility plan	BB
Administrative	The preliminary utility plan shall show the location and width of all adjacent utility easements	BB
38-38.43.2(2)	Width of all proposed utility easements	BB
38-43.3(a)(1)	The preliminary utility plan shall show the location and size of water mains.	BB
38-43.3(a)(1)	The preliminary utility plan shall show the location and size of wastewater mains.	private
38-43.3(a)(2)	The preliminary utility plan shall include plans and specifications for fire hydrant systems.	BB
38-43.4(b)	All water and wastewater utilities including connections within the ROW or easements shall be vested to the city.	BB
38-43.4(d)	No utility or service lines shall cross another lot.	--



The City of
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 COMMUNITY DEVELOPMENT DEPARTMENT
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38-43.4(e)	Any utility adjacent to non-city government roads shall be constructed outside that ROW and in a separate easement unless agreed upon by non-city owner and Midwest City	--
38-18.2(a)(5)	Preliminary site development plan	One lot / One block
Administrative	Finish floor elevations for all pad sites	Will be addressed with each new permit
Administrative 13-69.7(2)	Drainage arrows on all lots showing the final grading and where the water will drain (not to drain over more than adjacent lot)	
Administrative 38-54.3(c)(1) 38-54.3(d)(1) 38-54.4	Required retaining walls and retaining wall easements	
Administrative	Existing contours with intervals not to exceed two (2) feet referenced to a United State Geological Survey or Geodetic Survey bench mark or monument.	
38-18.2(a)(6)	Street layout plan	One lot / One block
Administrative	The classification of every street within or adjacent to the development.	--
38-45.4(b)	The streets within the development shall conform to the city's comprehensive plan.	--
38-45.4(c)	The proposed street system shall extend all existing arterial streets and such collector and local streets as may be necessary for convenience of traffic circulation and emergency ingress and egress.	--
38-45.4(d)	The street layout plan shall show all access points to existing roadways and be of the required number.	--
38-45.4(e)	The street layout plan shall have two (2) connections to adjacent properties.	--
38-45.4(n)	The street layout plan will have the names of all new proposed streets.	--
38-45.4(o)	The street layout plan shall not have any proposed cul-de-sacs longer than five hundred (500) feet in length	--
38-47	The location, size, and easements of all proposed pedestrian crosswalks, bike trails, horse trails, or other supplementary movement systems.	BB
38-18.2 (a) (7)	Street signage and striping plan	NA
Administrative	Proposed signage of development	NA
Administrative	Proposed striping if required	NA
38-18.2 (a) (9)	Other plans	NA
Administrative	If fee in lieu of improvements: include quantities and cost estimates	
Engineering Comments and Recommendations:		



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

Associated Departments (Fire, Stormwater, and Utilities) Comments and Recommendations:



Re: PC - 2102

Date: 18 November 2021

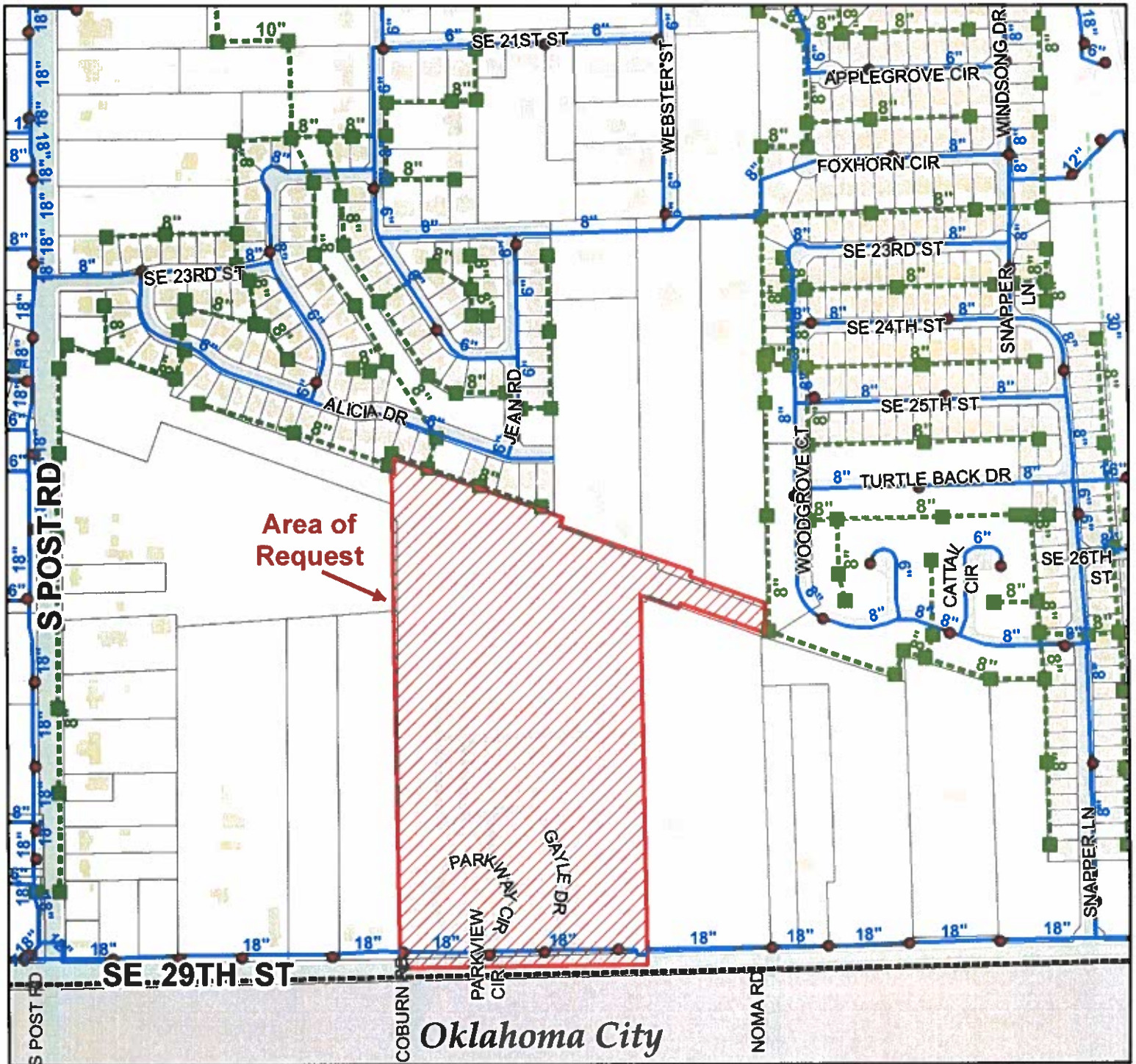
PC-2021 is a preliminary plat for Parkway Mobile Home Park.

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.
- Fire hydrants and fire mains are required to be installed in accordance with Midwest City Ordinance Section 15 and the International Fire Code through the proposed new addition of the site.
- Hydrant placement will be reviewed, coordinated and approved through line maintenance and the Fire Marshal's office.
- The cul-de-sac shown on the plat is not the correct size. Minimum cul-de-sac size shall be 96 feet in diameter. Minimum road width shall be 26 feet.

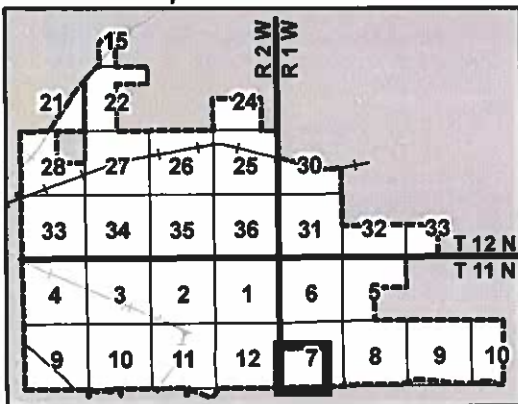
Respectfully,

A handwritten signature in black ink, appearing to read "D. Helmberger".

Duane Helmberger
Fire Marshal
Midwest City Fire Department



Locator Map



Water/Sewer Legend

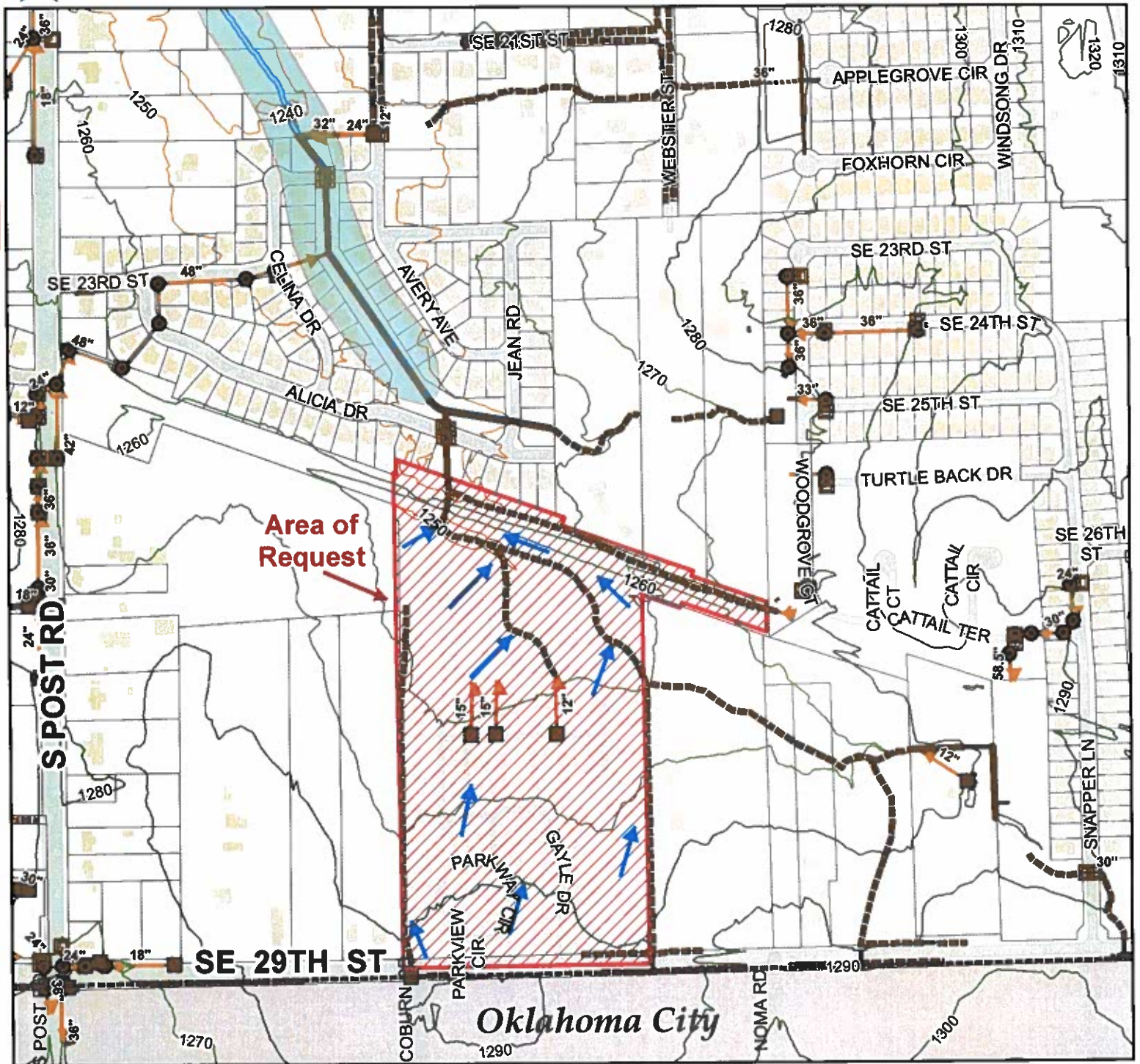
- Fire Hydrants
- Water Lines
 - Distribution
 - Well
 - - - OKC Cross Country
 - - - Sooner Utilities
 - - - Thunderbird
 - - - Unknown
- Sewer Manholes
- - - Sewer Lines

WATER/SEWER LINE LOCATION MAP FOR PC-2102

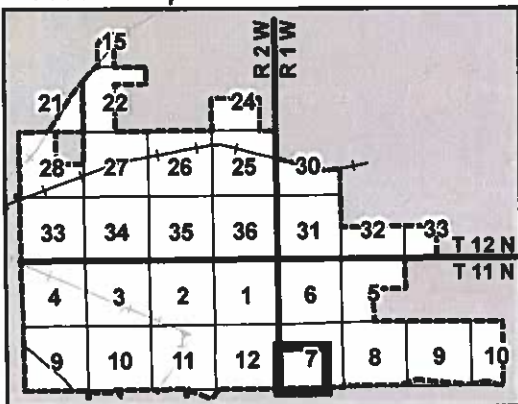
(SW/4, Sec. 7, T11N, R1W)



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Locator Map



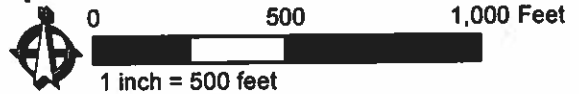
- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

2009 FEMA Floodplains

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

DRAINAGE LOCATION MAP FOR PC-2102

(SW/4, Sec. 7, T11N, R1W)

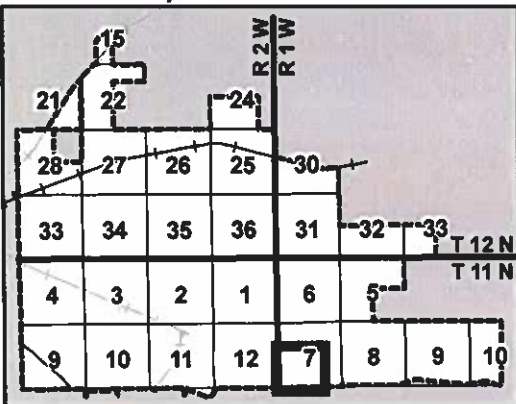


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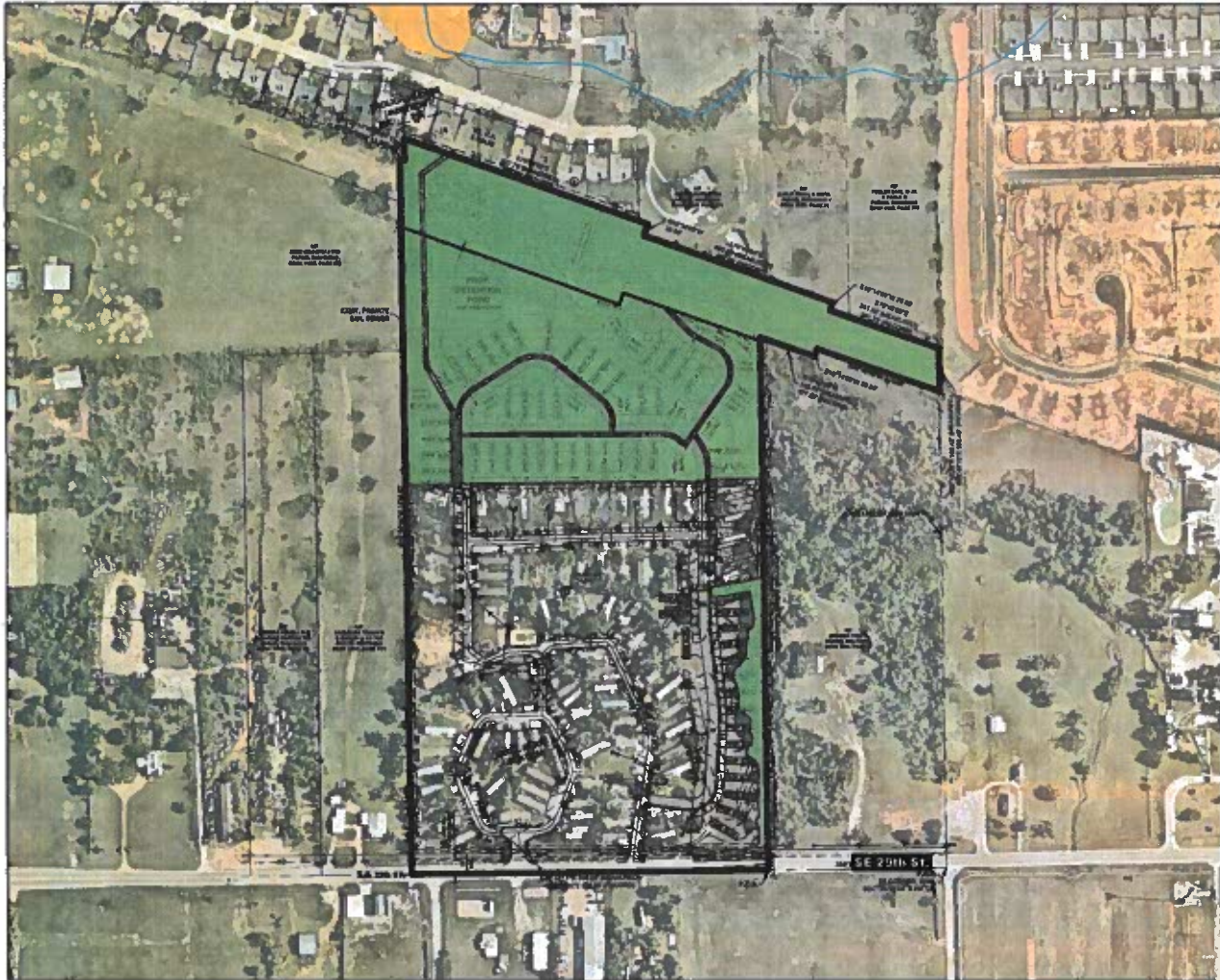
Locator Map



**4/2021 NEARMAP AERIAL VIEW FOR
PC-2102
(SW/4, Sec. 7, T11N, R1W)**



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Parkway Manufactured Home Community

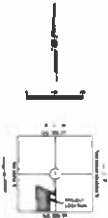
Tree Canopy Management Plan

 Area to be Preserved

JA
JOHNSON & ASSOCIATES
 Johnson & Associates, Inc.
 1110 Shiloh Ave., Suite 100
 Columbus, GA 31906
 706.321.1111
 www.ja.com

PRELIMINARY PLAT
of
PARKWAY

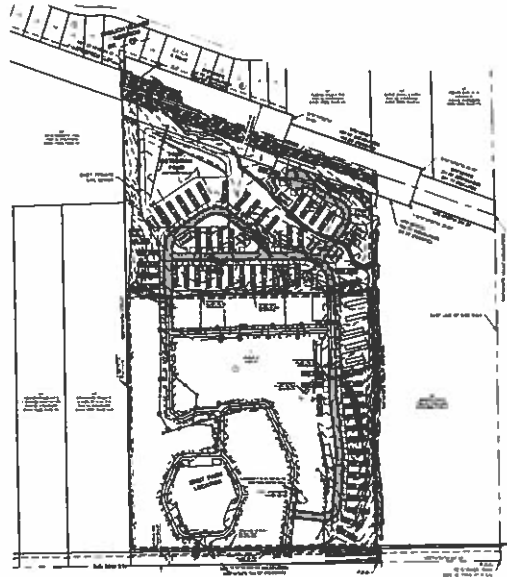
BEING A PART OF THE B.M.A. SEC. 7, T.11N. R.10E. S.1E.
AN ADDITION TO THE CITY OF MONSIEUR CITY, OKLAHOMA COUNTY, OKLAHOMA



- LEGEND**
- 1. 1/4" = 1' (Scale of Section)
 - 2. 1/4" = 1' (Scale of Plan)
 - 3. 1/4" = 1' (Scale of Section)
 - 4. 1/4" = 1' (Scale of Plan)
 - 5. 1/4" = 1' (Scale of Section)
 - 6. 1/4" = 1' (Scale of Plan)
 - 7. 1/4" = 1' (Scale of Section)
 - 8. 1/4" = 1' (Scale of Plan)

NOTES

1. All dimensions are in feet and inches.
2. All dimensions are to the center of the road.
3. All dimensions are to the center of the road.
4. All dimensions are to the center of the road.
5. All dimensions are to the center of the road.
6. All dimensions are to the center of the road.
7. All dimensions are to the center of the road.
8. All dimensions are to the center of the road.



DEED

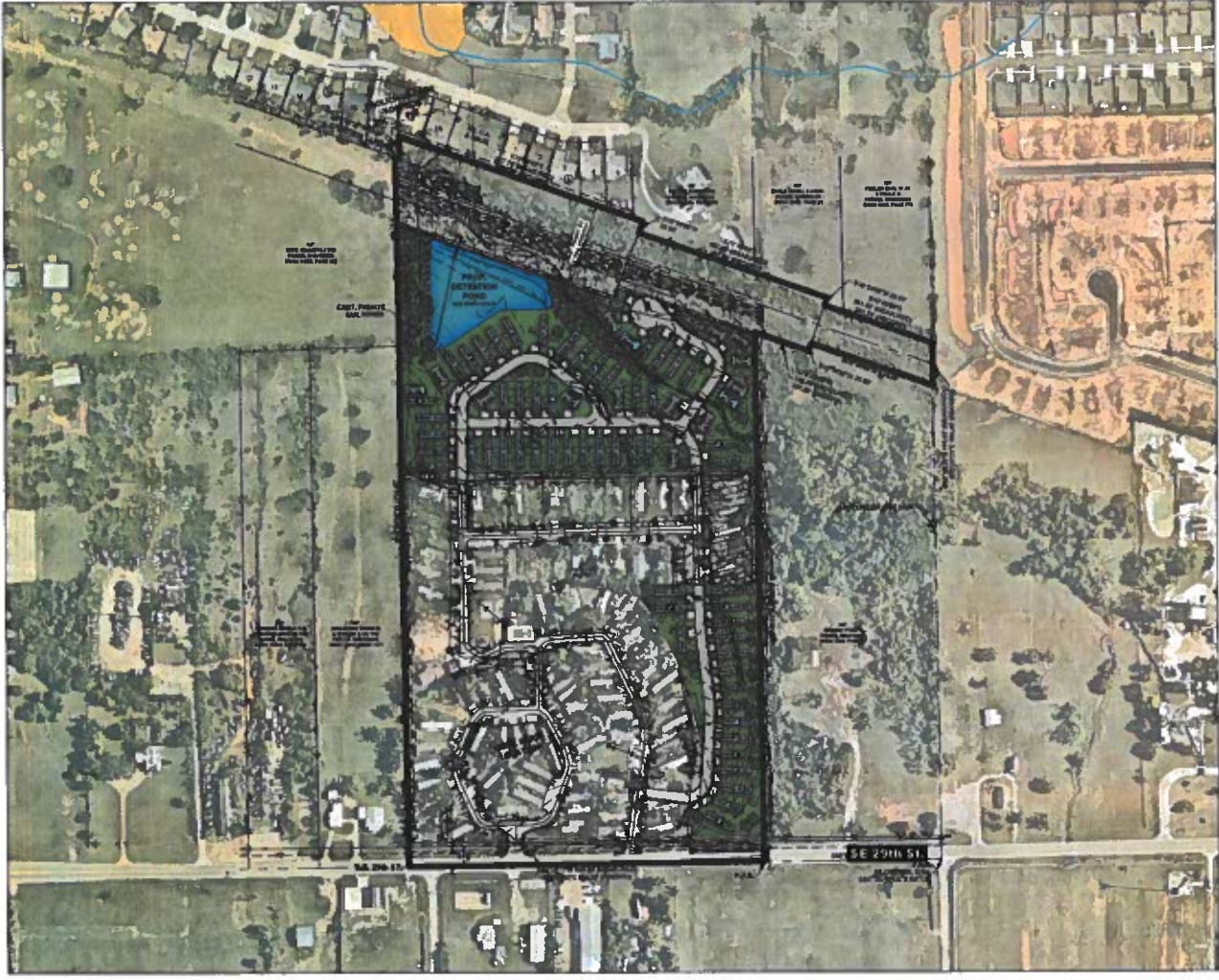
TO HAVE AND TO HOLD unto the heirs, assigns and assigns forever of the said City of Monsieur City, Oklahoma County, Oklahoma, all that certain lot or lots of land, to-wit: Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 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987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

- LEGEND**
- 1. 1/4" = 1' (Scale of Section)
 - 2. 1/4" = 1' (Scale of Plan)
 - 3. 1/4" = 1' (Scale of Section)
 - 4. 1/4" = 1' (Scale of Plan)
 - 5. 1/4" = 1' (Scale of Section)
 - 6. 1/4" = 1' (Scale of Plan)
 - 7. 1/4" = 1' (Scale of Section)
 - 8. 1/4" = 1' (Scale of Plan)

NOTES

1. All dimensions are in feet and inches.
2. All dimensions are to the center of the road.
3. All dimensions are to the center of the road.
4. All dimensions are to the center of the road.
5. All dimensions are to the center of the road.
6. All dimensions are to the center of the road.
7. All dimensions are to the center of the road.
8. All dimensions are to the center of the road.

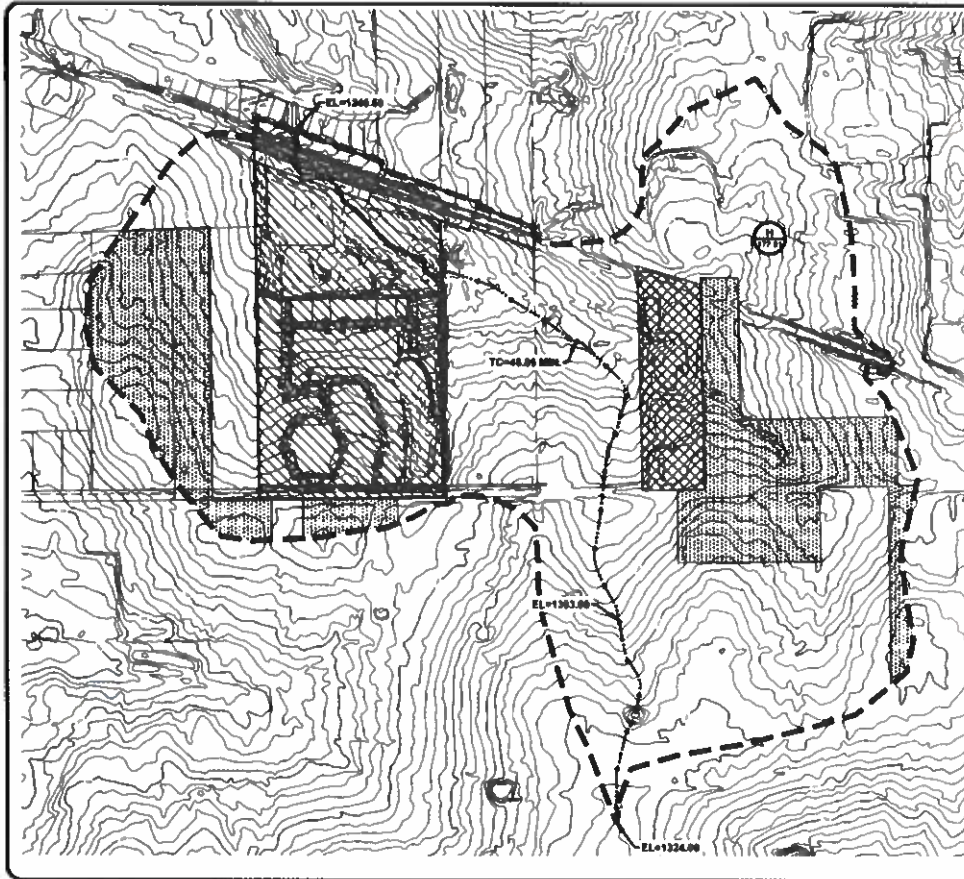
PARKWAY



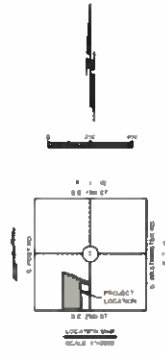
Parkway Manufactured Home Community

Colored Plat Exhibit

JA
JOHNSON & ASSOCIATES
 Johnson & Associates, Inc.
 115 S. Sheridan Ave., Suite 200
 Oklahoma City, OK 73104
 (405) 241-1100
 www.ja.com
 10/2011
 Compiled on file showing results with
 published color proposed zoning



DRAINAGE AREA TABLE				
DRAINAGE AREA	AREA IN ACRES	% URBAN DEVELOPMENT OVERLAND	LOWER SLOPE OVERLAND	% URBAN DEVELOPMENT OVERLAND
1	177.41	100%	12.4%	138.95
2				3.46



LEGEND	
	5-FOOT CONTOUR
	CENTERLINE
	DRAINAGE AREA BOUNDARY
	DRAINAGE AREA OF 50% OR MORE URBAN DEVELOPMENT
	DRAINAGE AREA OF 25% OR MORE URBAN DEVELOPMENT
	DRAINAGE AREA OF 10% OR MORE URBAN DEVELOPMENT
	DRAINAGE AREA OF 5% OR MORE URBAN DEVELOPMENT

ONE CELL VULNERABILITY LOCATIONS SHOWN
 (SEE SHEET 10)
 THE NUMBER IN EACH CELL INDICATES THE NUMBER OF VULNERABILITY LOCATIONS AT THAT CELL.

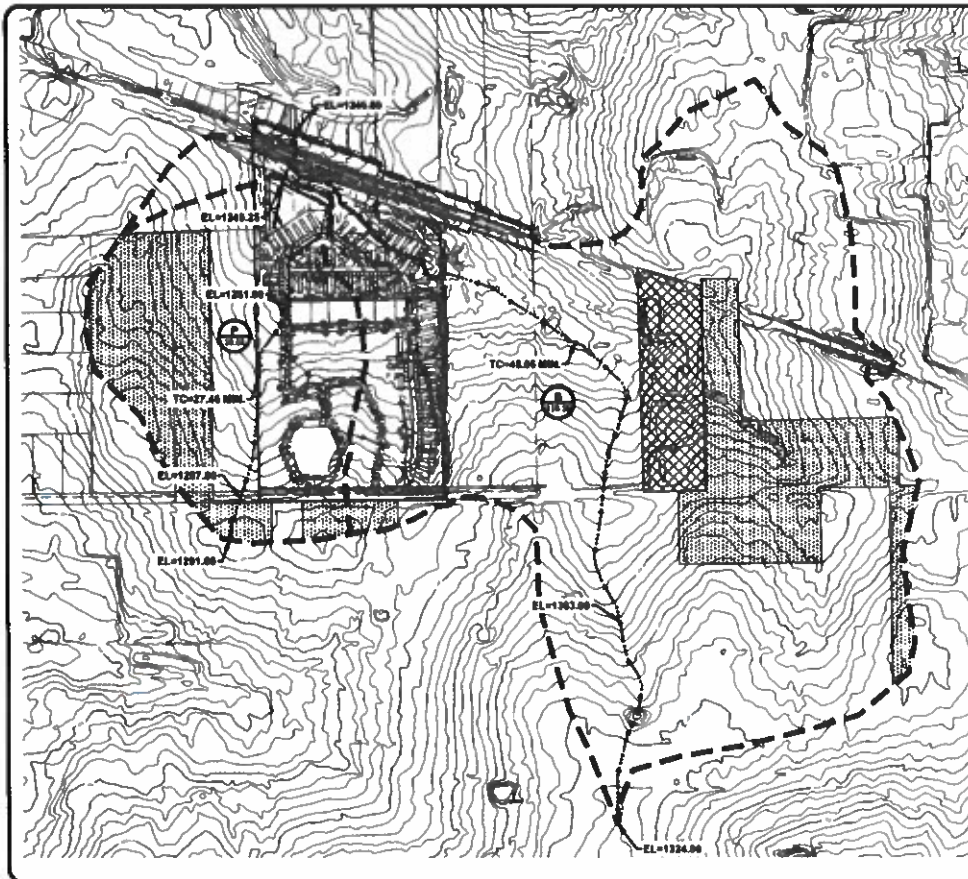
REVISIONS

NO.	DESCRIPTION	DATE

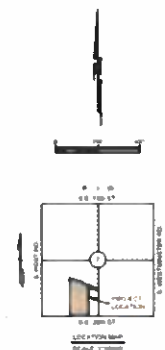
PROJECT INFORMATION

PARKWAY EXPANSION
 MONTEZUMA COUNTY, COLORADO
 HISTORIC DRAINAGE AREA MAP

DP5



DRAINAGE AREA	AREA (AC)	FL. LENGTH (OVERLAND)	UPPER SLOPE (OVERLAND)	LOWER SLOPE (OVERLAND)	% IMPERV. (OVERLAND)
1	12.00	900	1.20%	1.20%	7.00%
2	12.00	900	1.20%	1.20%	10.00%



LEGEND

- EXISTING CONTOUR
- LINE OF DEVELOPMENT (AS PER ORDINANCE)
- DRAINAGE AREA BOUNDARY
- DRAINAGE AREA DE DEVELOPER
- DRAINAGE AREA (OTHER)
- CH-10 (LAND-VEGETATED)
- CH-10 (PERMEABLE)
- CH-10 (IMPERMEABLE)
- CH-10 (IMPERMEABLE)

ONE CALL UTILITY LOCATION NUMBER: 888-888-8888

This drawing is to be used for construction only and does not constitute a contract. All dimensions and quantities shown are approximate and subject to change without notice.

PROPOSED

APPROVED

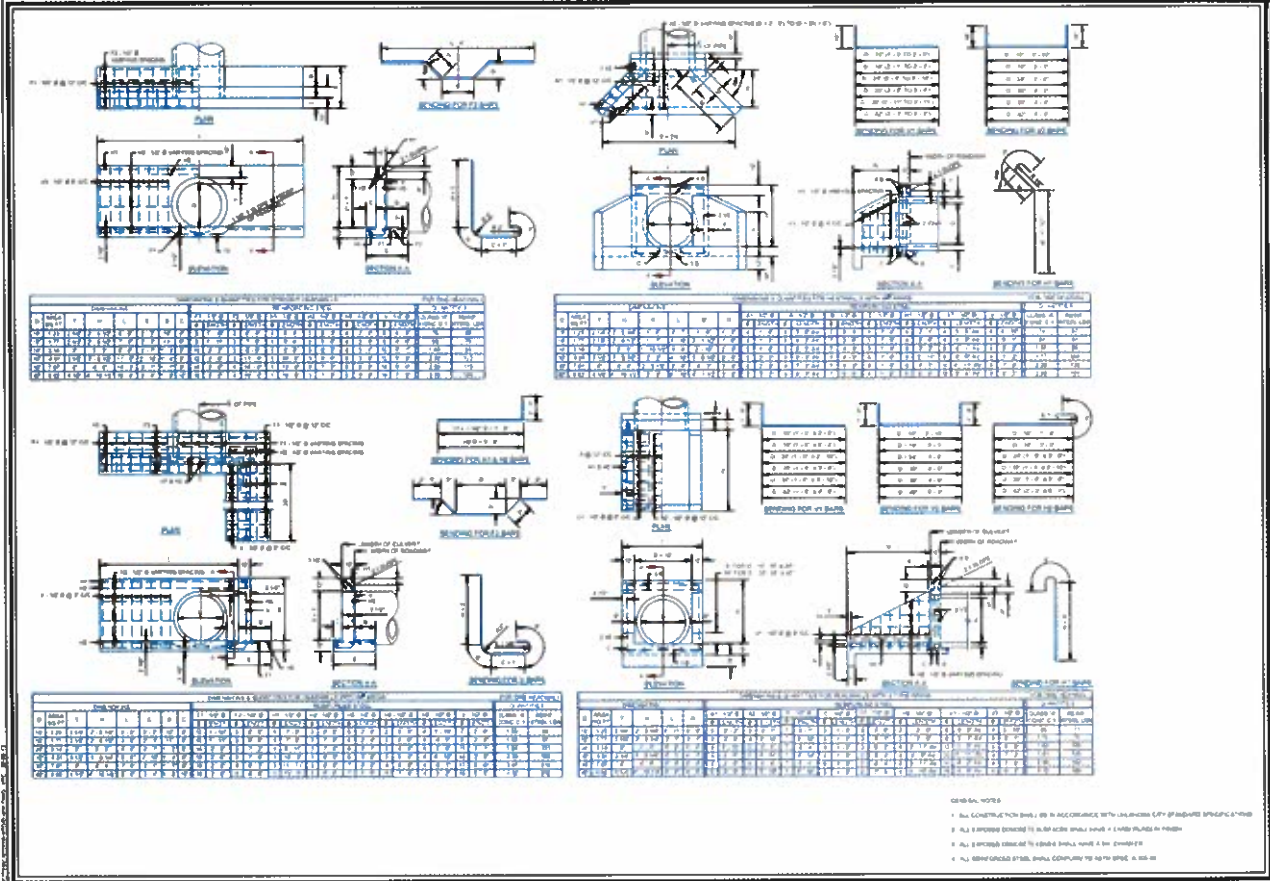
REVISIONS

NO.	DESCRIPTION	DATE

J

PARKWAY EXPANSION
 COUNTY OF CALHOUN COUNTY, GEORGIA
 DEVELOPED DRAINAGE AREA MAP

DP6



The City of Oklahoma City
 Public Works Department
 Engineering Division



DRAWING NUMBER:
 DATE:

CAST IN PLACE CONCRETE HEADWALLS FOR 15" TO 42" REINFORCED CONCRETE PIPES

DRAWING NUMBER:
 DATE:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST CITY OF OKLAHOMA SPECIFICATIONS.
 2. ALL REINFORCEMENT SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.
 3. ALL REINFORCEMENT SHALL BE PLACED AS SHOWN.
 4. ALL REINFORCEMENT SHALL BE PLACED AS SHOWN.



Public Works Administration

R. Paul Streets, Director
pstreets@midwestcityok.org

405-739-1061

Patrick Menefee,
City Engineer of Public Works
pmenefee@midwestcityok.org

405-739-1062

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

TO: Honorable Mayor and Council

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

DATE: December 14th, 2021

SUBJECT: (TS-445) Discussion and consideration of adoption, including any possible amendment of accepting the **updated** Traffic Signal Study and analysis for the intersection of S.E. 15th Street and Windsong Drive and approving the Traffic and Safety Commission's recommendation of denial for a signal installation.

The applicants, the residents and the HOA of the Windsong Addition, appeared before the City Council on January 26th, 2021 requesting the City investigate the installation of a traffic signal at the intersection of S.E. 15th Street and Windsong Drive. The City entered into a contract with T.E.C. (Traffic Engineering Consultants) to do an evaluation of the intersection seeing if met the minimum requirements as stated by the MUTCD. A proposed signal project must meet these minimum requirements to be eligible for funding through the A.C.O.G. T.I.P. Safety Project funding program. The intersection does not meet those requirements at this time. The summary letter from T.E.C. and the full report are attached as part of this application.

This does not disqualify the possibility of installing a signal at a future date.

This item was originally heard at the September Traffic and Safety Commission meeting and the September 28th City Council meeting. The City Council noted that the 2020 and 2021 accident counts were not part of the report. Therefore, the City Council asked that those records be incorporated into the reports. They then asked for the updated studies to be re-heard by the Traffic and Safety Commission and then brought back to be heard again by the City Council. MWC PD provided printouts of those accident records which were then incorporated into an updated traffic study. The additional data did not change the results of the study. The Traffic and Safety Commission met October 21st, 2021 reaffirming their September vote to forward the study to City Council with the following recommendation:

The intersection does not qualify for a federal safety project grant, the Traffic and Safety Commission voted to follow the Traffic Signal Analysis findings and recommends denial of a signal project for the intersection at this time.

The City Council also requested speed tables for the intersection, they are included as part of this item.

Action to follow the study's findings and deny the request for a signal is at the discretion of the council.

A handwritten signature in black ink, appearing to read "Patrick Menefee", written over a horizontal line.

Patrick Menefee, P.E.
Public Works City Engineer

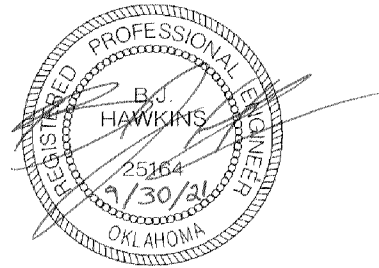
Attachments: Traffic Signal Warrant Analysis Study
Speed Tables from the Intersection



TO: Patrick Menefee, P.E.
Public Works City Engineer
City of Midwest City

FROM: B.J. Hawkins, P.E., PTOE

SUBJECT: Traffic Signal Warrant Analysis
SE 15th Street and Windsong Drive
Midwest City, Oklahoma



INTRODUCTION

Traffic Engineering Consultants, Inc. (TEC) was contracted by the City of Midwest City to conduct a traffic signal warrant analysis on the intersection of SE 15th Street and Windsong Drive in Midwest City, Oklahoma as shown in **Figure 1** in **Appendix A**. The intersection is currently unsignalized with northbound and southbound stop control. SE 15th Street is a four-lane east/west major arterial with a posted speed limit of 45 mph. Windsong Drive is a two-lane north/south collector street with a posted speed limit of 25 mph. There is a single-family house located north of the intersection. The house driveway is located opposite Windsong Drive and would need to be included in any potential traffic control modifications.

TRAFFIC DATA

Twenty-four hour turning movement volume counts were collected at the study intersection in August of 2021 while school was in session. The traffic volume data indicated that the a.m. peak hour occurred from 7:00 - 8:00 and the p.m. peak hour occurred from 4:45 - 5:45. The 2021 existing traffic volumes are summarized in **Figure 2** and detailed printouts of all the traffic count data are included in **Appendix B**.

The 24-hour approach volumes collected on each leg of the intersection are as follows:

- SE 15th Street west of Windsong Drive = 6,275 vpd
- SE 15th Street east of Windsong Drive = 5,332 vpd
- Windsong Drive south of SE 15th Street = 977 vpd

CRASH DATA

The crash history was evaluated at the intersection of SE 15th Street and Windsong Drive utilizing the ODOT SAFE-T: Statewide Analysis for Engineering & Technology database. The previous 8 years of crash data was collected from January 1, 2014 - September 28, 2021. The 2018-2021 data were noted that it may be incomplete and, as a precaution, the 2020 and 2021 SAFE-T crash data was not included in the evaluation. Alternatively, the Midwest City Police Department provided up-to-date collision data through September 28, 2021, from which the 2020 and 2021 collision data was extracted.

The data indicated 2 collisions in 2014, 1 collision in 2015, 1 collision in 2016, 0 collisions in 2017, 0 collisions in 2018, 0 collisions in 2019, 0 collisions in 2020, and 0 collisions in 2021. Typically, five or more collisions at an intersection within a 12-month period indicates there may be a correctable safety issue. Based on this information, the intersection would not warrant the need for a traffic signal solely based on collision data. Detailed printouts of the crash data are included in **Appendix B**.

WARRANT ANALYSIS

To determine the need for traffic control modifications at the intersection of SE 15th Street and Windsong Drive, a traffic signal warrant analysis was conducted. The analysis was conducted using *PC-Warrants 2* which is a software package for evaluating intersections to support the installation of a multiway stop or traffic signal in accordance with the *Manual on Uniform Traffic Control Devices (MUTCD)*. This publication is a federally approved publication which governs the traffic engineering practices across the country. The MUTCD has eight sets of thresholds or “warrants” that may be evaluated at an intersection to determine whether a traffic signal should be considered to reduce accidents or delay. If one of the warrants is met the installation of a traffic signal should be considered.

The eight-hour vehicular volume, four-hour volume, peak hour, and crash experience warrants were evaluated to determine if the intersection would warrant the installation of a traffic signal. The intersection was evaluated utilizing the 2021 existing traffic volumes with existing intersection geometry. Following is a summary of the results:

Traffic Engineering Consultants, Inc.

6000 S. Western Avenue, Suite 300 | Oklahoma City, Oklahoma 73139 | Ph. 405-720-7721
6931 S. 66th E. Avenue, Suite 100 | Tulsa, Oklahoma 74133 | Ph. 918-481-8484
217 E. Dickson Street, Suite 106 | Fayetteville, Arkansas 72701 | Ph. 479-335-5636

SE 15th Street and Windsong Drive

- **Warrant 1 – Eight Hour Vehicular Volumes – Not Satisfied**
 - Warrant 1A – Minimum Vehicular Volume – Not Satisfied
(required volumes reached for 0 hours, 8 are needed)
 - Warrant 1B – Interruption of Continuous Traffic – Not Satisfied
(required volumes reached for 0 hours, 8 are needed)
 - Warrant 1C – Combination of Warrants – Not Satisfied
(required 1A volumes reached for 0 hours, 8 are needed)
(required 1B volumes reached for 1 hours, 8 are needed)
- **Warrant 2 – Four Hour Volumes – Not Satisfied**
(required volumes reached for 0 hours; 4 are needed)
- **Warrant 3B – Peak Hour Volumes – Not Satisfied**
(required volumes reached for 0 hours; 1 is needed)
- **Warrant 7 – Crash Experience – Not Satisfied**
(0 collisions in the previous 12 months; 5 are needed)

The results indicated that the intersection of SE 15th Street and Windsong Drive does not come close to satisfying any traffic signal warrants under the 2021 existing traffic volumes. Detailed printouts of the worksheets are included in **Appendix C**.

SUMMARY

The intersection of SE 15th Street and Windsong Drive does not currently satisfy eight-hour vehicular volume, four-hour volume, peak hour, or crash experience warrants under the 2021 existing traffic data. The intersection would not be expected to satisfy any of the vehicular volume warrants in the near future. Based on the results of the analysis, the installation of a traffic signal is not recommended at the intersection of SE 15th Street and Windsong Drive at this time.

ATTACHMENT A

Figures



SE 15th St

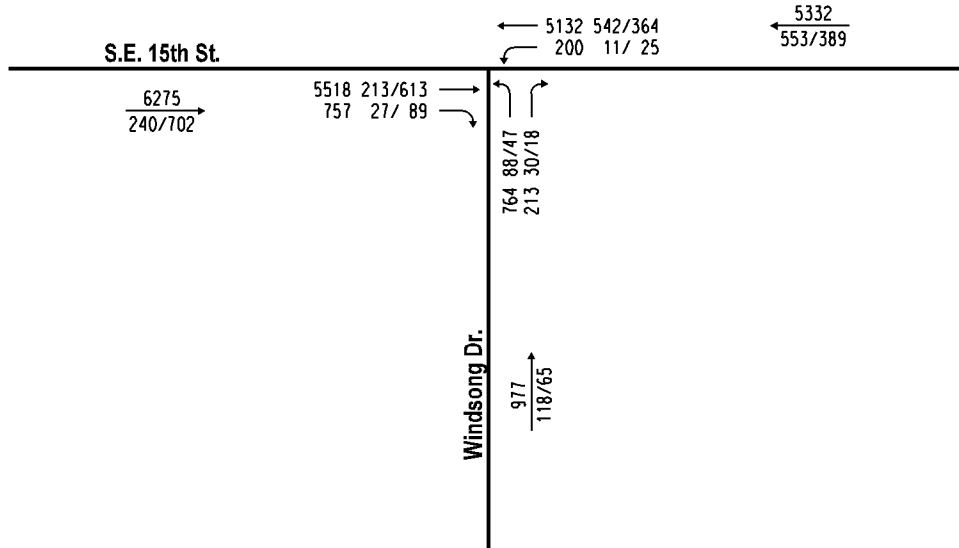
SE 15th St & Windsong Dr

Honeysuckle Ln

Windsong Dr

FIGURE 1. Project Location Map
SE 15th Street and Windsong Drive





LEGEND	
XXXX	XXX/XXX
24 HOUR	—
A.M. PEAK HOUR	—
P.M. PEAK HOUR	—

FIGURE 2. 2021 Existing Traffic
S.E. 15th St. and Windsong Dr.



ATTACHMENT B

Traffic Data

SE 15th St. & Windsong Dr. - TMC

Tue Aug 24, 2021

Full Length (2:30 PM-2:30 PM (+1))

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 865991, Location: 35.449788, -97.342308



Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US

Leg Direction Time	East Westbound				South Northbound				West Eastbound				Int
	L	T	U	App	L	R	U	App	T	R	U	App	
2021-08-24 2:30PM	1	79	0	80	13	4	0	17	102	8	0	110	207
2:45PM	5	85	0	90	14	6	0	20	109	10	0	119	229
Hourly Total	6	164	0	170	27	10	0	37	211	18	0	229	436
3:00PM	7	82	0	89	14	6	2	22	114	14	0	128	239
3:15PM	8	57	0	65	6	7	0	13	122	20	0	142	220
3:30PM	7	82	0	89	13	1	0	14	121	16	0	137	240
3:45PM	5	75	0	80	13	3	0	16	116	21	0	137	233
Hourly Total	27	296	0	323	46	17	2	65	473	71	0	544	932
4:00PM	5	80	0	85	11	2	0	13	172	15	0	187	285
4:15PM	10	95	0	105	14	6	0	20	132	20	0	152	277
4:30PM	3	72	0	75	14	4	0	18	142	23	0	165	258
4:45PM	8	88	0	96	6	2	0	8	150	26	0	176	280
Hourly Total	26	335	0	361	45	14	0	59	596	84	0	680	1100
5:00PM	7	89	0	96	15	7	0	22	174	27	0	201	319
5:15PM	4	96	0	100	18	6	0	24	151	22	0	173	297
5:30PM	6	91	0	97	8	3	0	11	138	14	0	152	260
5:45PM	2	69	0	71	12	10	0	22	125	17	0	142	235
Hourly Total	19	345	0	364	53	26	0	79	588	80	0	668	1111
6:00PM	3	93	0	96	16	4	0	20	125	16	0	141	257
6:15PM	2	78	0	80	15	2	1	18	120	20	0	140	238
6:30PM	3	78	0	81	12	1	0	13	112	14	0	126	220
6:45PM	4	75	0	79	4	4	0	8	102	12	0	114	201
Hourly Total	12	324	0	336	47	11	1	59	459	62	0	521	916
7:00PM	0	64	0	64	12	0	0	12	100	13	0	113	189
7:15PM	2	50	0	52	9	1	0	10	87	15	0	102	164
7:30PM	1	58	0	59	11	3	0	14	89	14	0	103	176
7:45PM	4	51	0	55	5	3	0	8	78	9	0	87	150
Hourly Total	7	223	0	230	37	7	0	44	354	51	0	405	679
8:00PM	3	38	0	41	7	0	0	7	76	18	0	94	142
8:15PM	3	61	0	64	5	3	0	8	61	9	0	70	142
8:30PM	3	32	0	35	7	2	0	9	83	10	0	93	137
8:45PM	4	32	0	36	3	5	0	8	78	11	0	89	133
Hourly Total	13	163	0	176	22	10	0	32	298	48	0	346	554
9:00PM	3	31	0	34	3	4	0	7	57	10	0	67	108
9:15PM	4	42	0	46	7	2	0	9	55	7	0	62	117
9:30PM	1	30	0	31	3	2	0	5	46	8	0	54	90
9:45PM	2	13	0	15	3	2	0	5	31	5	0	36	56
Hourly Total	10	116	0	126	16	10	0	26	189	30	0	219	371

Leg Direction	East				South				West				Int
	Westbound				Northbound				Eastbound				
Time	L	T	U	App	L	R	U	App	T	R	U	App	
10:00PM	1	15	0	16	4	0	0	4	28	7	0	35	55
10:15PM	1	14	0	15	0	0	0	0	24	1	0	25	40
10:30PM	0	12	0	12	0	2	0	2	16	3	0	19	33
10:45PM	2	9	0	11	1	0	0	1	16	0	0	16	28
Hourly Total	4	50	0	54	5	2	0	7	84	11	0	95	156
11:00PM	2	7	0	9	0	0	0	0	12	2	0	14	23
11:15PM	0	4	0	4	0	0	0	0	18	2	0	20	24
11:30PM	0	4	0	4	1	0	0	1	8	1	0	9	14
11:45PM	0	3	0	3	1	0	0	1	13	0	0	13	17
Hourly Total	2	18	0	20	2	0	0	2	51	5	0	56	78
2021-08-25 12:00AM	0	2	0	2	1	0	0	1	9	2	0	11	14
12:15AM	0	2	0	2	0	0	0	0	4	2	0	6	8
12:30AM	0	1	0	1	0	0	0	0	3	1	0	4	5
12:45AM	0	3	0	3	1	0	0	1	5	1	0	6	10
Hourly Total	0	8	0	8	2	0	0	2	21	6	0	27	37
1:00AM	1	0	0	1	0	0	0	0	3	2	0	5	6
1:15AM	0	2	0	2	1	0	0	1	5	0	0	5	8
1:30AM	0	1	0	1	0	0	0	0	2	0	0	2	3
1:45AM	0	1	0	1	0	0	0	0	3	1	0	4	5
Hourly Total	1	4	0	5	1	0	0	1	13	3	0	16	22
2:00AM	0	2	0	2	0	0	0	0	2	1	0	3	5
2:15AM	0	2	0	2	0	0	0	0	2	1	0	3	5
2:30AM	0	3	0	3	0	0	0	0	2	1	0	3	6
2:45AM	0	4	0	4	1	0	0	1	5	1	0	6	11
Hourly Total	0	11	0	11	1	0	0	1	11	4	0	15	27
3:00AM	0	3	0	3	0	0	0	0	1	0	0	1	4
3:15AM	0	5	0	5	1	0	0	1	2	1	0	3	9
3:30AM	0	3	0	3	0	0	0	0	2	0	0	2	5
3:45AM	0	3	0	3	1	1	0	2	1	0	0	1	6
Hourly Total	0	14	0	14	2	1	0	3	6	1	0	7	24
4:00AM	0	10	0	10	1	0	0	1	1	1	0	2	13
4:15AM	0	10	0	10	3	0	0	3	3	0	0	3	16
4:30AM	0	14	0	14	3	0	0	3	2	1	0	3	20
4:45AM	0	15	0	15	4	0	0	4	2	1	0	3	22
Hourly Total	0	49	0	49	11	0	0	11	8	3	0	11	71
5:00AM	1	15	0	16	4	0	0	4	4	0	0	4	24
5:15AM	0	26	0	26	5	1	0	6	3	0	0	3	35
5:30AM	0	31	0	31	5	0	0	5	4	0	0	4	40
5:45AM	2	46	0	48	7	0	0	7	6	1	0	7	62
Hourly Total	3	118	0	121	21	1	0	22	17	1	0	18	161
6:00AM	0	55	0	55	6	0	0	6	7	3	0	10	71
6:15AM	3	79	0	82	7	1	0	8	11	2	0	13	103
6:30AM	1	84	0	85	14	3	0	17	19	0	0	19	121
6:45AM	1	96	0	97	10	5	0	15	26	4	0	30	142
Hourly Total	5	314	0	319	37	9	0	46	63	9	0	72	437

Leg Direction	East				South				West				Int	
	Westbound	L	T	U	App	Northbound	L	R	U	App	Eastbound	T		R
7:00AM	0	135	0	135	29	7	0	36	45	7	0	52	223	
7:15AM	3	140	0	143	18	13	0	31	54	5	0	59	233	
7:30AM	6	147	0	153	23	5	0	28	63	10	0	73	254	
7:45AM	2	120	0	122	18	5	0	23	51	5	0	56	201	
Hourly Total	11	542	0	553	88	30	0	118	213	27	0	240	911	
8:00AM	4	87	0	91	11	10	0	21	42	6	0	48	160	
8:15AM	3	117	0	120	14	4	0	18	44	5	0	49	187	
8:30AM	5	103	0	108	13	3	0	16	41	5	0	46	170	
8:45AM	2	85	0	87	19	0	0	19	62	9	0	71	177	
Hourly Total	14	392	0	406	57	17	0	74	189	25	0	214	694	
9:00AM	2	92	0	94	15	0	0	15	46	13	0	59	168	
9:15AM	0	74	0	74	15	0	0	15	51	2	0	53	142	
9:30AM	0	90	0	90	14	0	0	14	55	8	0	63	167	
9:45AM	1	80	0	81	10	4	0	14	51	5	0	56	151	
Hourly Total	3	336	0	339	54	4	0	58	203	28	0	231	628	
10:00AM	3	67	0	70	11	1	0	12	44	12	0	56	138	
10:15AM	0	65	0	65	12	2	0	14	67	6	0	73	152	
10:30AM	1	74	0	75	12	2	0	14	71	8	0	79	168	
10:45AM	3	73	0	76	9	1	0	10	61	4	0	65	151	
Hourly Total	7	279	0	286	44	6	0	50	243	30	0	273	609	
11:00AM	1	74	0	75	12	6	0	18	68	6	0	74	167	
11:15AM	2	80	0	82	8	5	0	13	77	11	0	88	183	
11:30AM	3	89	0	92	8	2	0	10	62	10	0	72	174	
11:45AM	3	69	0	72	12	0	0	12	74	16	0	90	174	
Hourly Total	9	312	0	321	40	13	0	53	281	43	0	324	698	
12:00PM	2	68	0	70	10	0	0	10	103	9	0	112	192	
12:15PM	2	82	0	84	13	5	0	18	101	13	0	114	216	
12:30PM	0	86	0	86	11	4	0	15	95	16	0	111	212	
12:45PM	4	66	0	70	13	0	0	13	102	14	0	116	199	
Hourly Total	8	302	0	310	47	9	0	56	401	52	0	453	819	
1:00PM	2	71	0	73	12	6	0	18	88	9	0	97	188	
1:15PM	4	71	0	75	10	3	0	13	83	12	0	95	183	
1:30PM	0	69	0	69	9	1	0	10	81	13	0	94	173	
1:45PM	2	71	0	73	5	1	0	6	79	11	0	90	169	
Hourly Total	8	282	0	290	36	11	0	47	331	45	0	376	713	
2:00PM	3	65	0	68	11	2	0	13	96	13	0	109	190	
2:15PM	2	70	0	72	9	3	0	12	119	7	0	126	210	
Hourly Total	5	135	0	140	20	5	0	25	215	20	0	235	400	
Total	200	5132	0	5332	761	213	3	977	5518	757	0	6275	12584	
% Approach	3.8%	96.2%	0%	-	77.9%	21.8%	0.3%	-	87.9%	12.1%	0%	-	-	
% Total	1.6%	40.8%	0%	42.4%	6.0%	1.7%	0%	7.8%	43.8%	6.0%	0%	49.9%	-	
Lights	192	5089	0	5281	757	202	3	962	5476	749	0	6225	12468	
% Lights	96.0%	99.2%	0%	99.0%	99.5%	94.8%	100%	98.5%	99.2%	98.9%	0%	99.2%	99.1%	
Articulated Trucks	0	2	0	2	0	0	0	0	1	1	0	2	4	
% Articulated Trucks	0%	0%	0%	0%	0%	0%	0%	0%	0%	0.1%	0%	0%	0%	

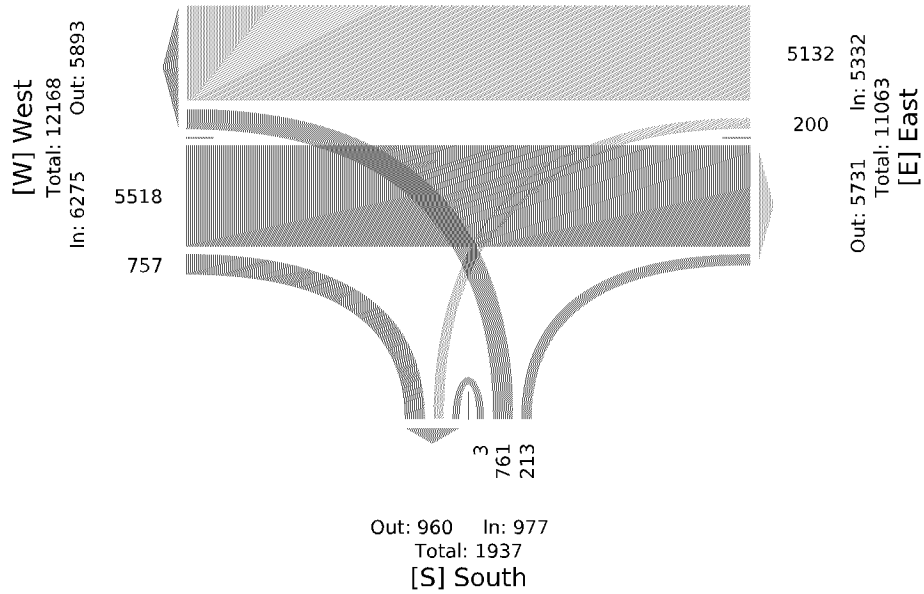
Leg Direction Time	East Westbound				South Northbound				West Eastbound				Int
	L	T	U	App	L	R	U	App	T	R	U	App	
Buses and Single-Unit Trucks	8	41	0	49	4	11	0	15	41	7	0	48	112
% Buses and Single-Unit Trucks	4.0%	0.8%	0%	0.9%	0.5%	5.2%	0%	1.5%	0.7%	0.9%	0%	0.8%	0.9%

* L: Left, R: Right, T: Thru, U: U-Turn

SE 15th St. & Windsong Dr. - TMC
 Tue Aug 24, 2021
 Full Length (2:30 PM-2:30 PM (+1))
 All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
 All Movements
 ID: 865991, Location: 35.449788, -97.342308



Provided by: Traffic Engineering Consultants, Inc.
 6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US



SE 15th St. & Windsong Dr. - TMC

Tue Aug 24, 2021

PM Peak (Aug 24 2021 4:45PM - 5:45 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 865991, Location: 35.449788, -97.342308



Provided by: Traffic Engineering Consultants, Inc.
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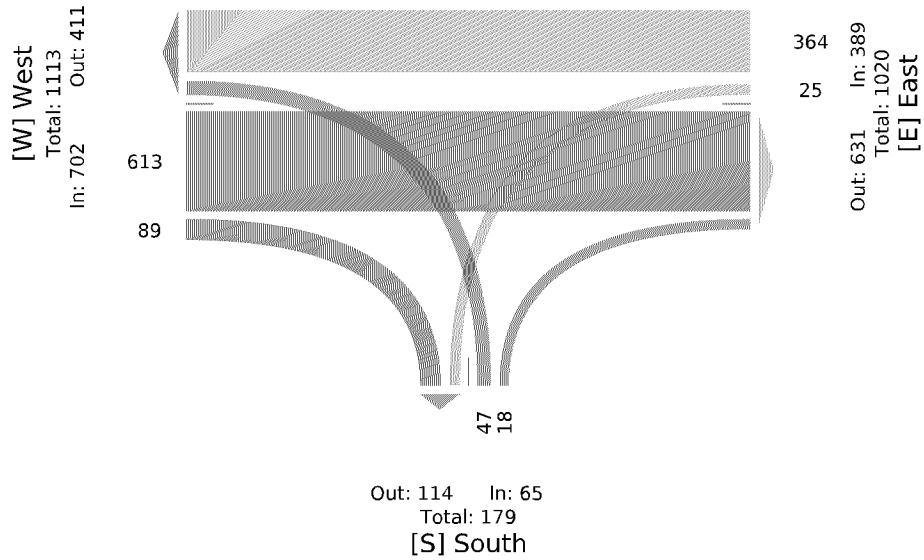
Leg Direction	East Westbound				South Northbound				West Eastbound				Int
	L	T	U	App	L	R	U	App	T	R	U	App	
2021-08-24 4:45PM	8	88	0	96	6	2	0	8	150	26	0	176	280
5:00PM	7	89	0	96	15	7	0	22	174	27	0	201	319
5:15PM	4	96	0	100	18	6	0	24	151	22	0	173	297
5:30PM	6	91	0	97	8	3	0	11	138	14	0	152	260
Total	25	364	0	389	47	18	0	65	613	89	0	702	1156
% Approach	6.4%	93.6%	0%	-	72.3%	27.7%	0%	-	87.3%	12.7%	0%	-	-
% Total	2.2%	31.5%	0%	33.7%	4.1%	1.6%	0%	5.6%	53.0%	7.7%	0%	60.7%	-
PHF	0.781	0.948	-	0.973	0.653	0.643	-	0.677	0.881	0.824	-	0.873	0.906
Lights	25	361	0	386	46	18	0	64	612	88	0	700	1150
% Lights	100%	99.2%	0%	99.2%	97.9%	100%	0%	98.5%	99.8%	98.9%	0%	99.7%	99.5%
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0
% Articulated Trucks	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Buses and Single-Unit Trucks	0	3	0	3	1	0	0	1	1	1	0	2	6
% Buses and Single-Unit Trucks	0%	0.8%	0%	0.8%	2.1%	0%	0%	1.5%	0.2%	1.1%	0%	0.3%	0.5%

*L: Left, R: Right, T: Thru, U: U-Turn

SE 15th St. & Windsong Dr. - TMC
 Tue Aug 24, 2021
 PM Peak (Aug 24 2021 4:45PM - 5:45 PM) - Overall Peak Hour
 All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
 All Movements
 ID: 865991, Location: 35.449788, -97.342308



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SE 15th St. & Windsong Dr. - TMC

Wed Aug 25, 2021

AM Peak (Aug 25 2021 7AM - 8 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 865991, Location: 35.449788, -97.342308



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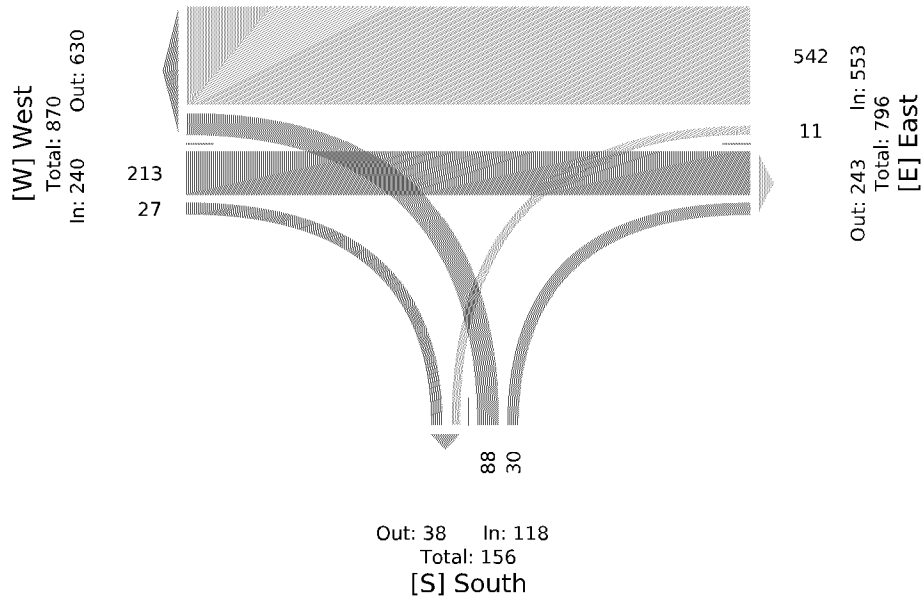
Leg Direction	East Westbound				South Northbound				West Eastbound				Int
	L	T	U	App	L	R	U	App	T	R	U	App	
2021-08-25 7:00AM	0	135	0	135	29	7	0	36	45	7	0	52	223
7:15AM	3	140	0	143	18	13	0	31	54	5	0	59	233
7:30AM	6	147	0	153	23	5	0	28	63	10	0	73	254
7:45AM	2	120	0	122	18	5	0	23	51	5	0	56	201
Total	11	542	0	553	88	30	0	118	213	27	0	240	911
% Approach	2.0%	98.0%	0%	-	74.6%	25.4%	0%	-	88.8%	11.3%	0%	-	-
% Total	1.2%	59.5%	0%	60.7%	9.7%	3.3%	0%	13.0%	23.4%	3.0%	0%	26.3%	-
PHF	0.458	0.922	-	0.904	0.759	0.577	-	0.819	0.845	0.675	-	0.822	0.897
Lights	11	542	0	553	88	30	0	118	208	27	0	235	906
% Lights	100%	100%	0%	100%	100%	100%	0%	100%	97.7%	100%	0%	97.9%	99.5%
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0
% Articulated Trucks	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Buses and Single-Unit Trucks	0	0	0	0	0	0	0	0	5	0	0	5	5
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	0%	0%	0%	2.3%	0%	0%	2.1%	0.5%

* L: Left, R: Right, T: Thru, U: U-Turn

SE 15th St. & Windsong Dr. - TMC
 Wed Aug 25, 2021
 AM Peak (Aug 25 2021 7AM - 8 AM)
 All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
 All Movements
 ID: 865991, Location: 35.449788, -97.342308



Provided by: Traffic Engineering Consultants, Inc.
 6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US



SE 15th St. & Windsong Dr. - TMC

Wed Aug 25, 2021

Midday Peak (Aug 25 2021 12PM - 1 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 865991, Location: 35.449788, -97.342308



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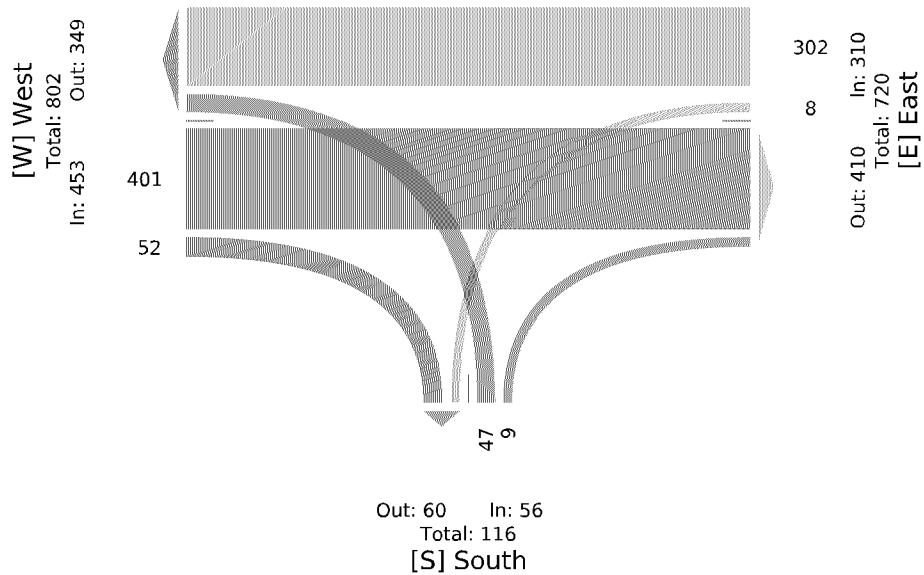
Leg Direction	East Westbound				South Northbound				West Eastbound				Int
	L	T	U	App	L	R	U	App	T	R	U	App	
2021-08-25 12:00PM	2	68	0	70	10	0	0	10	103	9	0	112	192
12:15PM	2	82	0	84	13	5	0	18	101	13	0	114	216
12:30PM	0	86	0	86	11	4	0	15	95	16	0	111	212
12:45PM	4	66	0	70	13	0	0	13	102	14	0	116	199
Total	8	302	0	310	47	9	0	56	401	52	0	453	819
% Approach	2.6%	97.4%	0%	-	83.9%	16.1%	0%	-	88.5%	11.5%	0%	-	-
% Total	1.0%	36.9%	0%	37.9%	5.7%	1.1%	0%	6.8%	49.0%	6.3%	0%	55.3%	-
PHF	0.500	0.878	-	0.901	0.904	0.450	-	0.778	0.973	0.813	-	0.976	0.948
Lights	8	299	0	307	47	8	0	55	395	52	0	447	809
% Lights	100%	99.0%	0%	99.0%	100%	88.9%	0%	98.2%	98.5%	100%	0%	98.7%	98.8%
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0
% Articulated Trucks	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Buses and Single-Unit Trucks	0	3	0	3	0	1	0	1	6	0	0	6	10
% Buses and Single-Unit Trucks	0%	1.0%	0%	1.0%	0%	11.1%	0%	1.8%	1.5%	0%	0%	1.3%	1.2%

* L: Left, R: Right, T: Thru, U: U-Turn

SE 15th St. & Windsong Dr. - TMC
 Wed Aug 25, 2021
 Midday Peak (Aug 25 2021 12PM - 1 PM)
 All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
 All Movements
 ID: 865991, Location: 35.449788, -97.342308



Provided by: Traffic Engineering Consultants, Inc.
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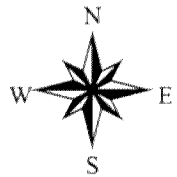


Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021
 by BJ Hawkins

Study Map & Totals

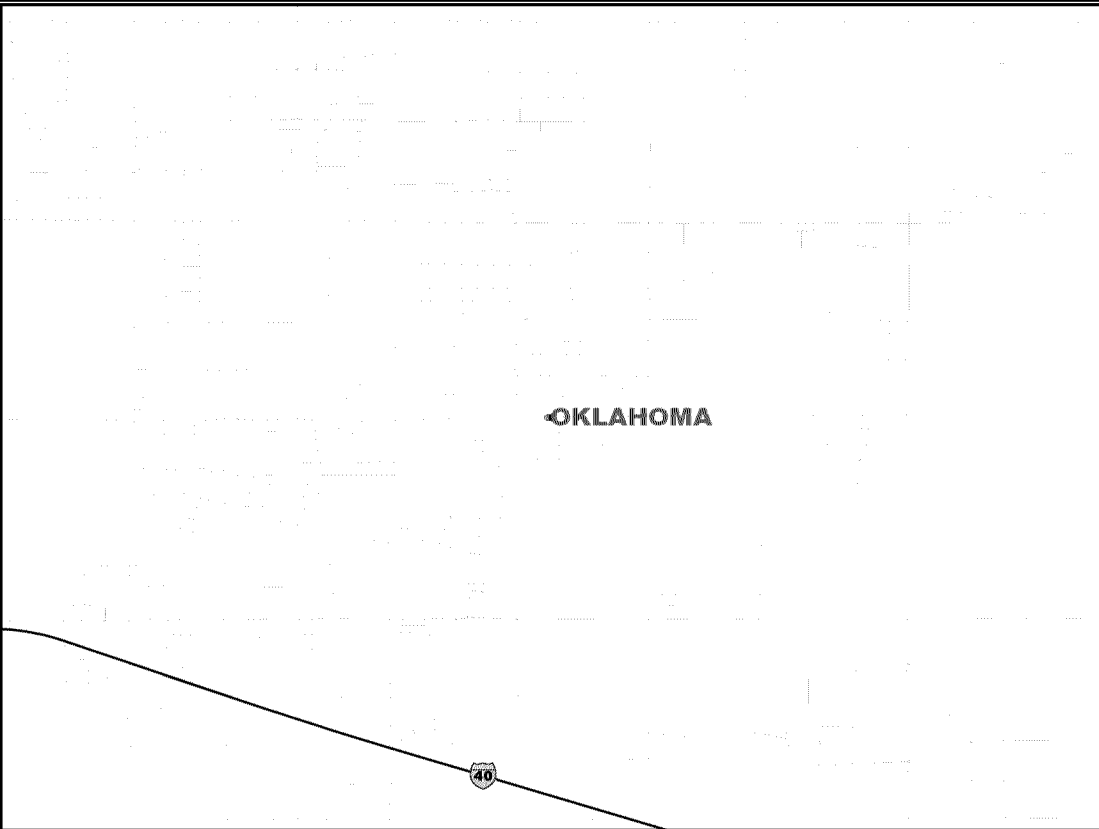
Legend

- ▲ Fatality
- Injury
- Property Damage



Remarks:

NONE



SE 15TH STREET AND WINDSONG DRIVE

Date Range: 01-01-2014 thru 08-26-2021

	2014						2015					2016							
	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot	
Collisions					2	2			1			1				1			1
Persons						0			2			2				1			1



STUDY TOTALS (CONT.)
SE 15TH STREET AND WINDSONG DRIVE
Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

	2017						2018*						2019*					
	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot
Collisions						0						0						0
Persons						0						0						0

* DENOTES A YEAR FOR WHICH DATA MAY BE INCOMPLETE.

	2020*						2021*					
	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot
Collisions						0						0
Persons						0						0

* DENOTES A YEAR FOR WHICH DATA MAY BE INCOMPLETE.

	Study Total					
	Fatality	Suspected Serious Injury	Non-Incapacitating Injury	Possible Injury	Property Damage	Total
Collisions			1	1	2	4
Persons			2	1		3



STUDY TOTALS - BY CITY AND HWY CLASS

SE 15TH STREET AND WINDSONG DRIVE
Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

STUDY TOTALS

Year	HIGHWAY COLLISIONS				CITY STREET COLLISIONS				COUNTY ROAD COLLISIONS				TOTAL COLLISIONS			
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot
2014						1	2	2							2	2
2015						1		1						1		1
2016						1		1						1		1
Total:				0		2	2	4				0		2	2	4

County: (55) OKLAHOMA

(55) MIDWEST CITY	HIGHWAY COLLISIONS				CITY STREET COLLISIONS				COUNTY ROAD COLLISIONS				TOTAL COLLISIONS			
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot
						2	2	4						2	2	4

* INCLUDES SUSPECTED SERIOUS, NON-INCAPACITATING, AND POSSIBLE INJURIES.



TABULATION OF COLLISIONS
SE 15TH STREET AND WINDSONG DRIVE
Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

Collisions By Type Of Collision

Type Of Collision	2014				2015				2016				2017				2018*			
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot
Rear-End (front-to-rear)						1		1												
Head-On (front-to-front)			1	1																
Right Angle (front-to-side)										1		1								
Angle Turning			1	1																
Other Angle																				
Sideswipe Same Direction																				
Sideswipe Opposite Direction																				
Fixed Object																				
Pedestrian																				
Pedal Cycle																				
Animal																				
Overturn/Rollover																				
Vehicle-Train																				
Other Single Vehicle Crash																				
Other																				
Total			2	2		1		1		1		1								
Percent			50.0	50.0		25.0		25.0		25.0		25.0								

Collisions By Type Of Collision

Type Of Collision	2019*				2020*				2021*				Total				Pct
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	
Rear-End (front-to-rear)														1		1	25.0
Head-On (front-to-front)															1	1	25.0
Right Angle (front-to-side)														1		1	25.0
Angle Turning															1	1	25.0
Other Angle																	
Sideswipe Same Direction																	
Sideswipe Opposite Direction																	
Fixed Object																	
Pedestrian																	
Pedal Cycle																	
Animal																	
Overturn/Rollover																	
Vehicle-Train																	
Other Single Vehicle Crash																	
Other																	
Total														2	2	4	100
Percent														50.0	50.0	100	

* INCLUDES SUSPECTED SERIOUS, NON-INCAPACITATING, AND POSSIBLE INJURIES.



TABULATION OF COLLISIONS
SE 15TH STREET AND WINDSONG DRIVE
Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

Units By Unit Type

Unit Type	2014				2015				2016				2017				2018*				
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	
Train																					
Pedestrian																					
Animal																					
Pedal Cycle																					
Parked Vehicle																					
CMV																					
Other Single Vehicle																					
Other Multi-Vehicle			4	4		2		2		2		2		2		2					
Total			4	4		2		2		2		2		2		2					
Percent			50.0	50.0		25.0		25.0		25.0		25.0		25.0		25.0					

Units By Unit Type

Unit Type	2019*				2020*				2021*				Total				
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Pct
Train																	
Pedestrian																	
Animal																	
Pedal Cycle																	
Parked Vehicle																	
CMV																	
Other Single Vehicle																	
Other Multi-Vehicle													4	4	8	8	100.0
Total													4	4	8	8	100
Percent													50.0	50.0	100		

* INCLUDES SUSPECTED SERIOUS, NON-INCAPACITATING, AND POSSIBLE INJURIES.



TABULATION OF COLLISIONS
SE 15TH STREET AND WINDSONG DRIVE
Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

Vehicles By Vehicle Type

Vehicle Type	2014				2015				2016				2017				2018*			
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot
Passenger Vehicle-2 Door																				
Passenger Vehicle-4 Door			2	2						1	1	2								
Passenger Vehicle-Convertible																				
Pickup Truck					1	1	2													
Single-Unit Truck (2 axles)																				
Single-Unit Truck (3 or more axles)																				
School Bus																				
Truck/Trailer																				
Truck-Tractor (bobtail)																				
Truck-Tractor/Semi-Trailer																				
Truck-Tractor/Double																				
Truck-Tractor/Triple																				
Bus/Large Van (9-15 seats)																				
Bus (16+ seats)																				
Motorcycle																				
Motor Scooter/Moped																				
Motor Home																				
Farm Machinery																				
ATV																				
Sport Utility Vehicle (SUV)			2	2																
Passenger Van																				
Truck More Than 10,000 lbs.																				
Van (10,000 lbs. or less)																				
Other																				
Total			4	4		1	1	2		1	1	2								
Percent			50.0	50.0		12.5	12.5	25.0		12.5	12.5	25.0								

* INCLUDES SUSPECTED SERIOUS, NON-INCAPACITATING, AND POSSIBLE INJURIES.



TABULATION OF COLLISIONS
SE 15TH STREET AND WINDSONG DRIVE
Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

Vehicles By Vehicle Type

Vehicle Type	2019*				2020*				2021*				Total				
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Pct
Passenger Vehicle-2 Door																	
Passenger Vehicle-4 Door														1	3	4	50.0
Passenger Vehicle-Convertible																	
Pickup Truck														1	1	2	25.0
Single-Unit Truck (2 axles)																	
Single-Unit Truck (3 or more axles)																	
School Bus																	
Truck/Trailer																	
Truck-Tractor (bobtail)																	
Truck-Tractor/Semi-Trailer																	
Truck-Tractor/Double																	
Truck-Tractor/Triple																	
Bus/Large Van (9-15 seats)																	
Bus (16+ seats)																	
Motorcycle																	
Motor Scooter/Moped																	
Motor Home																	
Farm Machinery																	
ATV																	
Sport Utility Vehicle (SUV)																2	25.0
Passenger Van																	
Truck More Than 10,000 lbs.																	
Van (10,000 lbs. or less)																	
Other																	
Total														2	6	8	100
Percent														25.0	75.0	100	

* INCLUDES SUSPECTED SERIOUS, NON-INCAPACITATING, AND POSSIBLE INJURIES.



TABULATION OF COLLISIONS
SE 15TH STREET AND WINDSONG DRIVE
Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

Drivers By Driver Conditions

Unsafe/Unlawful	Apparently Normal			Alcohol Involved						Sleep Suspected			Drug Use Indicated			Unknown Condition			Total							
				Ability Impaired			Odor Detected																			
	Fat	Inj *	PD	Fat	Inj *	PD	Fat	Inj *	PD	Fat	Inj *	PD	Fat	Inj *	PD	Fat	Inj *	PD	Fat	Inj *	PD	Total	Pcnt			
Failed to Yield			2																			2	2	25.0		
Failed to Stop	1	1																				1	1	2	25.0	
Failed to Signal																										
Improper Turn																										
Improper Start																										
Improper Stop																										
Improper Backing																										
Improper Parking																										
Improper Passing																										
Improper Lane Change																										
Left of Center																										
Following Too Close																										
Unsafe Speed																										
DWI																										
Inattention		1																					1	1	12.5	
Negligent Driving																										
Defective Vehicle																										
Wrong Way																										
No Improper Action		2	1																				2	1	3	37.5
Other																										
Total		4	4																				4	4	8	100
Percent		50.0	50.0																				50.0	50.0	100	

Severities Indicate Highest Severity in Collision

Collisions By Special Feature

Special Feature	Total			
	Fat	Inj *	PD	Tot
Bridge				
Work Zone				
Cross Median				
Train Collision				

* INCLUDES SUSPECTED SERIOUS, NON-INCAPACITATING, AND POSSIBLE INJURIES.



STUDY CRITERIA

SE 15TH STREET AND WINDSONG DRIVE
Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

ROADWAY / REGION

QUERY OVER	SELECTIONS
Draw Area on Map	User Selection on Map

DATE

Date Range	01-01-2014 to 08-26-2021
------------	--------------------------

FILTER COLLISIONS

Roadway Type	All Collision Data
Incl. Crashes Assoc. w/ Every Int.	Checked
Environment Fields	

REPORT SECTIONS

Collision Map & Study Totals	(Included)
Collision Analysis Tables	(Included)
- Totals By City, Hwy Class	Checked
- Other Analysis Tables	Checked
Rate Analysis	(Included)
Query Criteria	(Included)

ATTACHMENT C

Analysis Print-Outs

SE 15th St and Windsong Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 SE 15 & Windsong Dr

Study Date : 08/26/2021

Signal Warrants - Summary

Major Street Approaches

Eastbound: SE 15

Number of Lanes : 2+

Total Approach Volume: 6,275

Westbound: SE 15

Number of Lanes :2+

Total Approach Volume: 5,320

Minor Street Approaches

Northbound: Windsong Dr

Number of Lanes :2+

Total Approach Volume: 977

Warrant Summary (Urban Values Apply)

Warrant 1 - Eight Hour Vehicular Volumes.....Not Satisfied

Warrant 1A - Minimum Vehicular Volume.....Not Satisfied

Required volumes reached for 0 hours, 8 are needed

Warrant 1B - Interruption of Continuous Traffic.....Not Satisfied

Required volumes reached for 0 hours, 8 are needed

Warrant 1C - Combination of Warrants.....Not Satisfied

Required 1A volumes reached for 0 hours, 8 are needed

Required 1B volumes reached for 1 hours, 8 are needed

Warrant 2 - Four Hour Volumes.....Not Satisfied

Number of hours (0) volumes exceed minimum < minimum required (4).

Warrant 3 - Peak Hour.....Not Satisfied

Warrant 3A - Peak Hour Delay.....Not Satisfied

Approach volumes on minor street don't exceed minimums for any one hour period. Delay data not evaluated.

Warrant 3B - Peak Hour Volumes.....Not Satisfied

Volumes do not exceed minimums for any one hour period.

Warrant 4 - Pedestrian Volumes.....Not Evaluated

Warrant 5 - School Crossing.....Not Evaluated

Warrant 6 - Coordinated Signal System.....Not Evaluated

Warrant 7 - Crash Experience.....Not Satisfied

Number of accidents (0) is less than minimum (5). Volume minimums are not met.

Warrant 8 - Roadway Network.....Not Evaluated

Warrant 9 - Intersection Near a Grade Crossing.....Not Evaluated

SE 15th St and Windsong Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 SE 15 & Windsong Dr

Study Date : 08/26/2021

Warrant 1A - Minimum Volumes

Description

Intended for sites where the volume of intersecting traffic is the principal reason for consideration of a signal installation.

Summary

Only 0 one hour periods meet minimums.
Warrant is NOT met.

Site Data Required

Rural Settings Apply = **False**
 Number of Major Lanes = **2 or more**
 Number of Minor Lanes = **2 or more**

Volume Requirements

Veh/Hr Major = **600**

Veh/Hr Minor = **200**

Time	Major Road SE 15				Total	Minor Road Windsong Dr		Met?
	Major EB	+	Major WB	=		Minor NB	Minor SB	
16:00 - 17:00	680	+	361	=	1041	59	0	No
16:15 - 17:15	680	+	361	=	1041	59	0	No
16:30 - 17:30	680	+	361	=	1041	59	0	No
16:45 - 17:45	680	+	361	=	1041	59	0	No
17:00 - 18:00	668	+	364	=	1032	79	0	No
17:15 - 18:15	668	+	364	=	1032	79	0	No
17:30 - 18:30	668	+	364	=	1032	79	0	No
17:45 - 18:45	668	+	364	=	1032	79	0	No
15:00 - 16:00	544	+	323	=	867	65	0	No
15:15 - 16:15	544	+	323	=	867	65	0	No
15:30 - 16:30	544	+	323	=	867	65	0	No
15:45 - 16:45	544	+	323	=	867	65	0	No
18:00 - 19:00	521	+	324	=	845	59	0	No
18:15 - 19:15	521	+	324	=	845	59	0	No
18:30 - 19:30	521	+	324	=	845	59	0	No
18:45 - 19:45	521	+	324	=	845	59	0	No
07:00 - 08:00	240	+	553	=	793	118	0	No
07:15 - 08:15	240	+	553	=	793	118	0	No
07:30 - 08:30	240	+	553	=	793	118	0	No
07:45 - 08:45	240	+	553	=	793	118	0	No
14:00 - 15:00	464	+	310	=	774	62	0	No
14:15 - 15:15	464	+	310	=	774	62	0	No
14:30 - 15:30	464	+	310	=	774	62	0	No
14:45 - 15:45	464	+	310	=	774	62	0	No
12:00 - 13:00	453		310		763	56	0	No

SE 15th St and Windsong Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 SE 15 & Windsong Dr

Study Date : 08/26/2021

Warrant 1B - Interruption of Continuous Traffic

Description

Intended for sites where the volume of the major street is so heavy that traffic on the minor street suffers excessive delay or hazard.

Summary

Only 0 one hour periods meet minimums.
Warrant is NOT met.

Site Data Required

Rural Settings Apply = **False**
 Number of Major Lanes = **2 or more**
 Number of Minor Lanes = **2 or more**

Volume Requirements

Veh/Hr Major = **900**

Veh/Hr Minor = **100**

Time	Major Road SE 15				Total	Minor Road Windsong Dr		Met?
	Major EB	+	Major WB	=		Minor NB	Minor SB	
16:00 - 17:00	680	+	361	=	1041	59	0	No
16:15 - 17:15	680	+	361	=	1041	59	0	No
16:30 - 17:30	680	+	361	=	1041	59	0	No
16:45 - 17:45	680	+	361	=	1041	59	0	No
17:00 - 18:00	668	+	364	=	1032	79	0	No
17:15 - 18:15	668	+	364	=	1032	79	0	No
17:30 - 18:30	668	+	364	=	1032	79	0	No
17:45 - 18:45	668	+	364	=	1032	79	0	No
15:00 - 16:00	544	+	323	=	867	65	0	No
15:15 - 16:15	544	+	323	=	867	65	0	No
15:30 - 16:30	544	+	323	=	867	65	0	No
15:45 - 16:45	544	+	323	=	867	65	0	No
18:00 - 19:00	521	+	324	=	845	59	0	No
18:15 - 19:15	521	+	324	=	845	59	0	No
18:30 - 19:30	521	+	324	=	845	59	0	No
18:45 - 19:45	521	+	324	=	845	59	0	No
07:00 - 08:00	240	+	553	=	793	118	0	No
07:15 - 08:15	240	+	553	=	793	118	0	No
07:30 - 08:30	240	+	553	=	793	118	0	No
07:45 - 08:45	240	+	553	=	793	118	0	No
14:00 - 15:00	464	+	310	=	774	62	0	No
14:15 - 15:15	464	+	310	=	774	62	0	No
14:30 - 15:30	464	+	310	=	774	62	0	No
14:45 - 15:45	464	+	310	=	774	62	0	No
12:00 - 13:00	453		310		763	56	0	No

SE 15th St and Windsong Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 SE 15 & Windsong Dr

Study Date : 08/26/2021

Warrant 1C Combination of Warrants

Description

Intended for sites where the traffic volumes don't meet individual warrants but where Warrants 1A and 1B are both met to 80% of their stated values.

Summary

Only 0 hours meet 1A minimums.
Only 1 hours meet 1B minimums.
Warrant is NOT met.

Site Data Required

Rural Settings Apply = **False**
Number of Major Lanes = **2 or more**
Number of Minor Lanes = **2 or more**

Volume Requirements

Warrant 1A 1B
Veh/Hr Major = **480** **720**

Veh/Hr Minor = **160** **80**

Major Road SE 15

Minor Road Windsong Dr

Time	Major EB	+	Major WB	=	Total	Minor NB	Minor SB	Met1A?
16:00 - 17:00	680	+	361	=	1041	59	0	No
16:15 - 17:15	680	+	361	=	1041	59	0	No
16:30 - 17:30	680	+	361	=	1041	59	0	No
16:45 - 17:45	680	+	361	=	1041	59	0	No
17:00 - 18:00	668	+	364	=	1032	79	0	No
17:15 - 18:15	668	+	364	=	1032	79	0	No
17:30 - 18:30	668	+	364	=	1032	79	0	No
17:45 - 18:45	668	+	364	=	1032	79	0	No
15:00 - 16:00	544	+	323	=	867	65	0	No
15:15 - 16:15	544	+	323	=	867	65	0	No
15:30 - 16:30	544	+	323	=	867	65	0	No
15:45 - 16:45	544		323		867	65	0	No

Time	Major EB	+	Major WB	=	Total	Minor NB	Minor SB	Met1B?
07:00 - 08:00	240	+	553	=	793	118	0	Yes
16:00 - 17:00	680	+	361	=	1041	59	0	No
16:15 - 17:15	680	+	361	=	1041	59	0	No
16:30 - 17:30	680	+	361	=	1041	59	0	No
16:45 - 17:45	680	+	361	=	1041	59	0	No
17:00 - 18:00	668	+	364	=	1032	79	0	No
17:15 - 18:15	668	+	364	=	1032	79	0	No
17:30 - 18:30	668	+	364	=	1032	79	0	No
17:45 - 18:45	668	+	364	=	1032	79	0	No
15:00 - 16:00	544	+	323	=	867	65	0	No
15:15 - 16:15	544	+	323	=	867	65	0	No
15:30 - 16:30	544		323		867	65	0	No

SE 15th St and Windsong Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 SE 15 & Windsong Dr

Study Date : 08/26/2021

Warrant 2 - Four Hour Volumes

Description

Intended for sites where the volume of intersecting traffic during any four hours of the day is the principal reason for consideration of a signal installation.

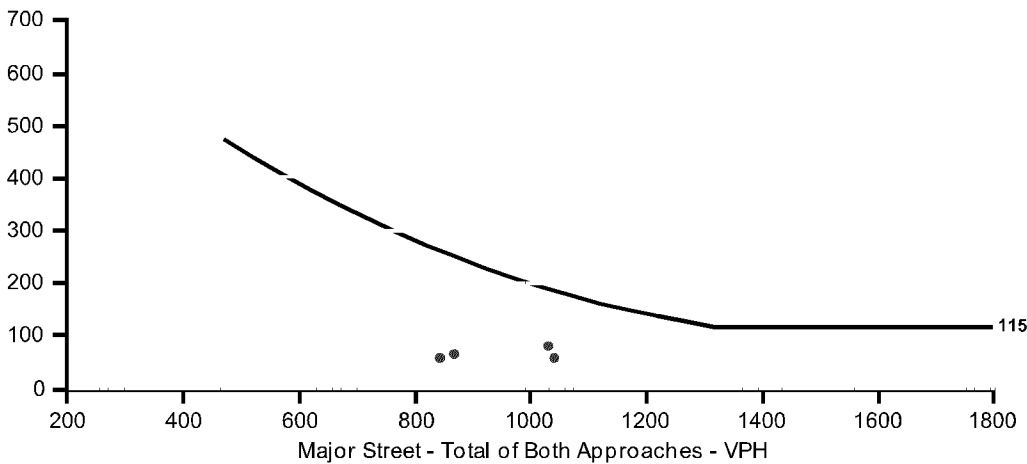
Summary

Only 0 one hour periods meet minimums.
Warrant is NOT met.

Site Data Required

Rural Settings Apply = **False**
 Number of Major Lanes = **2 or more**
 Number of Minor Lanes = **2 or more**

Time	Major Road SE 15				Total	Minor Road Windsong Dr		Met?
	Major EB	+	Major WB	=		Minor NB	Minor SB	
16:15 - 17:15	680	+	361	=	1041	59	0	No
16:30 - 17:30	680	+	361	=	1041	59	0	No
16:45 - 17:45	680	+	361	=	1041	59	0	No
16:00 - 17:00	680	+	361	=	1041	59	0	No
17:15 - 18:15	668	+	364	=	1032	79	0	No
17:30 - 18:30	668	+	364	=	1032	79	0	No
17:45 - 18:45	668	+	364	=	1032	79	0	No
17:00 - 18:00	668	+	364	=	1032	79	0	No
15:00 - 16:00	544	+	323	=	867	65	0	No
15:15 - 16:15	544	+	323	=	867	65	0	No
15:30 - 16:30	544	+	323	=	867	65	0	No
							0	No



SE 15th St and Windsong Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 SE 15 & Windsong Dr

Study Date : 08/26/2021

Warrant 3A - Peak Hour Delay

Description

Intended for sites where for one hour of the day minor street traffic suffers undue traffic delay entering or crossing the major street.

Summary

44 one hour periods meet minimums.
Warrant is NOT met.

Site Data Required

Number of Minor Lanes = **2 or more**

Volume and Delay Requirements

Veh/Hr All Approaches = **650**

Veh/Hr Minor = **150**

Total Delay (Veh-Hrs) = **5**

Time	Major Road SE 15			Minor Road Windsong Dr			Warrant Met?		
	Total of All Approaches	Met?	Minor NB	Delay NB	Met?	Minor SB		Delay SB	Met?
17:00 - 18:00	1111	Yes	79	-	No	0	-	---	No
17:15 - 18:15	1111	Yes	79	-	No	0	-	---	No
17:30 - 18:30	1111	Yes	79	-	No	0	-	---	No
17:45 - 18:45	1111	Yes	79	-	No	0	-	---	No
16:00 - 17:00	1100	Yes	59	-	No	0	-	---	No
16:15 - 17:15	1100	Yes	59	-	No	0	-	---	No
16:30 - 17:30	1100	Yes	59	-	No	0	-	---	No
16:45 - 17:45	1100	Yes	59	-	No	0	-	---	No
15:00 - 16:00	932	Yes	65	-	No	0	-	---	No
15:15 - 16:15	932	Yes	65	-	No	0	-	---	No
15:30 - 16:30	932	Yes	65	-	No	0	-	---	No
15:45 - 16:45	932	Yes	65	-	No	0	-	---	No
07:00 - 08:00	911	Yes	118	-	No	0	-	---	No
07:15 - 08:15	911	Yes	118	-	No	0	-	---	No
07:30 - 08:30	911	Yes	118	-	No	0	-	---	No
07:45 - 08:45	911	Yes	118	-	No	0	-	---	No
18:15 - 19:15	904	Yes	59	-	No	0	-	---	No
18:30 - 19:30	904	Yes	59	-	No	0	-	---	No
18:45 - 19:45	904	Yes	59	-	No	0	-	---	No
18:00 - 19:00	904	Yes	59	-	No	0	-	---	No
14:00 - 15:00	836	Yes	62	-	No	0	-	---	No
14:15 - 15:15	836	Yes	62	-	No	0	-	---	No
14:30 - 15:30	836	Yes	62	-	No	0	-	---	No
14:45 - 15:45	836	Yes	62	-	No	0	-	---	No
12:00 - 13:00	819	Yes	56	-	No	0	-	---	No

SE 15th St and Windsong Dr

2021 Existing Traffic 24 Hour Analysis

Study Name: T-2881 SE 15 & Windsong Dr

Study Date : 08/26/2021

Warrant 3B - Peak Hour Volumes

Description

Intended for sites where the volume of intersecting traffic during one hour of the day is the principal reason for consideration of a signal installation.

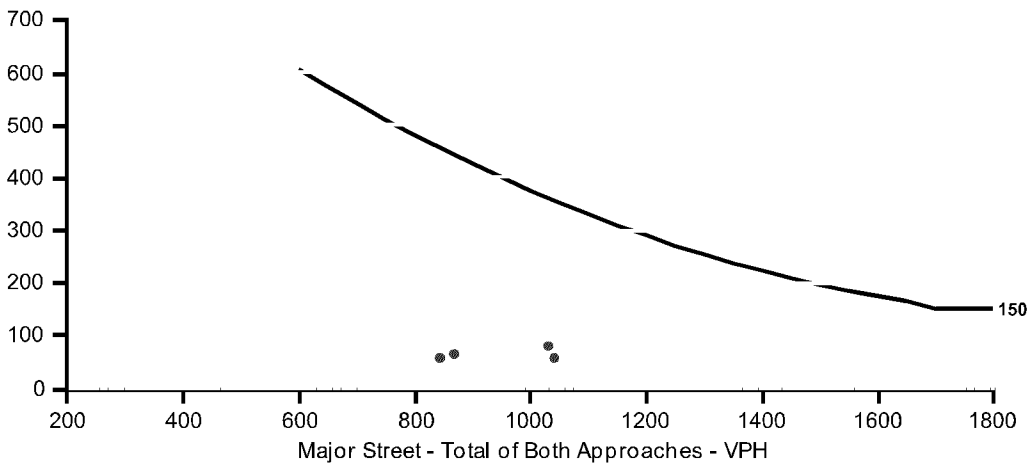
Summary

Only 0 one hour periods meet minimums.
Warrant is NOT met.

Site Data Required

Rural Settings Apply = **False**
 Number of Major Lanes = **2 or more**
 Number of Minor Lanes = **2 or more**

Time	Major Road SE 15				=	Total	Minor Road Windsong Dr		Met?
	Major EB	+	Major WB	Minor NB			Minor SB		
16:00 - 17:00	680	+	361	=	1041	59	0	No	
16:15 - 17:15	680	+	361	=	1041	59	0	No	
16:30 - 17:30	680	+	361	=	1041	59	0	No	
16:45 - 17:45	680	+	361	=	1041	59	0	No	
17:00 - 18:00	668	+	364	=	1032	79	0	No	
17:15 - 18:15	668	+	364	=	1032	79	0	No	
17:30 - 18:30	668	+	364	=	1032	79	0	No	
17:45 - 18:45	668	+	364	=	1032	79	0	No	
15:00 - 16:00	544	+	323	=	867	65	0	No	
15:15 - 16:15	544	+	323	=	867	65	0	No	
15:30 - 16:30	544	+	323	=	867	65	0	No	
							0	No	



SE 15th St and Windsong Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 SE 15 & Windsong Dr

Study Date : 08/26/2021

Warrant 7 - Crash Experience

Description

Intended for sites where the frequency of correctible crashes in the past 12 months is the primary motivation for installing a traffic signal.

Summary

Number of crashes does not meet minimum.
Pedestrian volumes do not meet the 80% criteria.
War 1A or 1B volumes do not meet the 80% criteria.
Warrant is NOT met.

Site Data Required

Number of crashes in last 12 months = 0

Rural Settings Apply = **False**
Number of Major Lanes = **2 or more**
Number of Minor Lanes = **2 or more**

Crash and Volume Requirements

Minimum number of crashes = 5

Veh/Hr Major: War 1A = **480** War 1B = **720**

Veh/Hr Minor: War 1A = **160** War 1B = **80**

Volume and Pedestrian Data

Hours data meets 80% requirements of Warrant 1A (8 needed) **0** Met? **No**

Hours data meets 80% requirements of Warrant 1B (8 needed) **1** Met? **No**

Hours data meets 80% requirements of Warrant 4 (4,1 needed) **0** Met? **No**

Major Road

SE 15

Minor Road

Windsong Dr

Warrant 1A Details

Time	Major EB	+	Major WB	=	Total	Minor NB	Minor SB	Met1A?
16:00 - 17:00	680	+	361	=	1041	59	0	No
16:15 - 17:15	680	+	361	=	1041	59	0	No
16:30 - 17:30	680	+	361	=	1041	59	0	No
16:45 - 17:45	680	+	361	=	1041	59	0	No
17:00 - 18:00	668	+	364	=	1032	79	0	No
17:15 - 18:15	668	+	364	=	1032	79	0	No
17:30 - 18:30	668	+	364	=	1032	79	0	No
17:45 - 18:45	668	+	364	=	1032	79	0	No
15:00 - 16:00	544	+	323	=	867	65	0	No
15:15 - 16:15	544	+	323	=	867	65	0	No
15:30 - 16:30	544	+	323	=	867	65	0	No
15:45 - 16:45	544		323		867	65	0	No

Warrant 1B Details

Time	Major EB	+	Major WB	=	Total	Minor NB	Minor SB	Met1B?
07:00 - 08:00	240	+	553	=	793	118	0	Yes
16:00 - 17:00	680	+	361	=	1041	59	0	No
16:15 - 17:15	680	+	361	=	1041	59	0	No
16:30 - 17:30	680	+	361	=	1041	59	0	No
16:45 - 17:45	680	+	361	=	1041	59	0	No
17:00 - 18:00	668	+	364	=	1032	79	0	No
17:15 - 18:15	668	+	364	=	1032	79	0	No
17:30 - 18:30	668	+	364	=	1032	79	0	No
17:45 - 18:45	668	+	364	=	1032	79	0	No
15:00 - 16:00	544	+	323	=	867	65	0	No
15:15 - 16:15	544	+	323	=	867	65	0	No
15:30 - 16:30	544		323		867	65	0	No

SE 15th St and Windsong Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 SE 15 & Windsong Dr

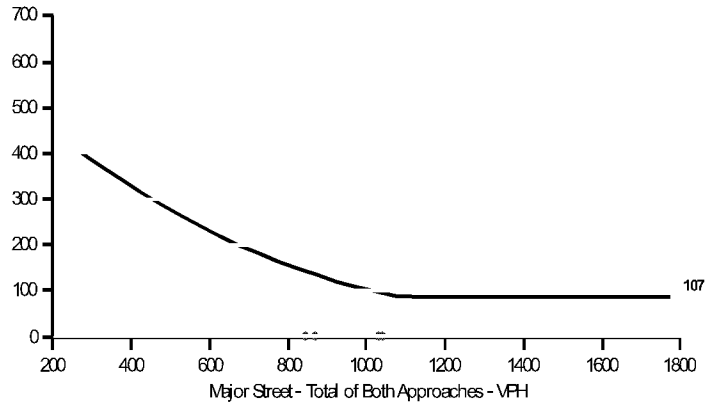
Study Date : 08/26/2021

Warrant 7 - Crash Experience

Major Road SE 15

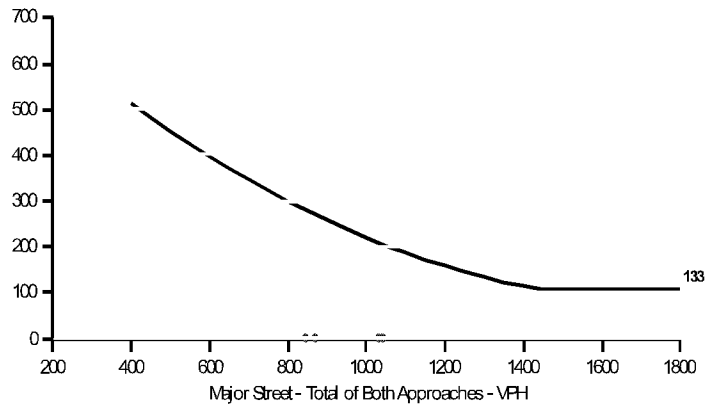
80% of Warrant 4 - 4 Hr Pedestrian Data

Time	EB Vehs	WB Vehs	Total Vehs	EB Peds	WB Peds	Ped Total	Met?
16:00 - 17:00	680	361	1041	0	0	0	No
16:15 - 17:15	680	361	1041	0	0	0	No
16:30 - 17:30	680	361	1041	0	0	0	No
16:45 - 17:45	680	361	1041	0	0	0	No
17:00 - 18:00	668	364	1032	0	0	0	No
17:15 - 18:15	668	364	1032	0	0	0	No
17:30 - 18:30	668	364	1032	0	0	0	No
17:45 - 18:45	668	364	1032	0	0	0	No
15:00 - 16:00	544	323	867	0	0	0	No
15:15 - 16:15	544	323	867	0	0	0	No
15:30 - 16:30	544	323	867	0	0	0	No
15:45 - 16:45	544	323	867	0	0	0	No



80% of Warrant 4 - 1 Hr Pedestrian Data

Time	EB Vehs	WB Vehs	Total Vehs	EB Peds	WB Peds	Ped Total	Met?
16:00 - 17:00	680	361	1041	0	0	0	No
16:15 - 17:15	680	361	1041	0	0	0	No
16:30 - 17:30	680	361	1041	0	0	0	No
16:45 - 17:45	680	361	1041	0	0	0	No
17:00 - 18:00	668	364	1032	0	0	0	No
17:15 - 18:15	668	364	1032	0	0	0	No
17:30 - 18:30	668	364	1032	0	0	0	No
17:45 - 18:45	668	364	1032	0	0	0	No
15:00 - 16:00	544	323	867	0	0	0	No
15:15 - 16:15	544	323	867	0	0	0	No
15:30 - 16:30	544	323	867	0	0	0	No
15:45 - 16:45	544	323	867	0	0	0	No





Traffic Engineering Consultants, Inc.

6000 S. Western Ave., Suite 300

Oklahoma City, OK. 73139

Location 1:
S.E. 15th W. of Windsong Dr.
Start Date: 10-07-21
End Date: 10-15-21

Direction: EB

10-07-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0
1:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
2:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
3:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
4:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
5:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
6:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
7:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
8:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
9:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
12:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0
1:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
2:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
3:00	5	18	1	2	16	19	5	0	0	0	0	0	0	66
4:00	10	70	12	7	46	70	76	32	7	0	0	1	0	331
5:00	6	76	12	6	28	67	83	36	11	3	2	0	0	330
6:00	6	37	2	3	19	79	71	34	13	1	0	0	1	266
7:00	15	48	6	11	27	72	53	21	6	0	0	0	1	260
8:00	13	34	9	12	30	51	31	7	1	0	0	0	0	188
9:00	6	27	0	3	14	37	22	7	1	1	1	0	1	120
10:00	5	8	0	5	11	9	10	2	0	0	0	0	0	50
11:00	3	8	1	1	4	3	5	0	0	0	0	0	0	25
Total	69	326	43	50	195	407	356	139	39	5	3	1	3	1636



Traffic Engineering Consultants, Inc.

6000 S. Western Ave., Suite 300

Oklahoma City, OK. 73139

Location 1:
S.E. 15th W. of Windsong Dr.
Start Date: 10-07-21
End Date: 10-15-21

Direction: EB

10-08-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	1	3	0	0	3	1	2	0	0	0	1	0	0	11
1:00	2	0	0	1	2	2	0	1	0	0	0	0	0	8
2:00	0	4	0	0	1	0	0	0	0	0	0	0	0	5
3:00	1	0	0	0	2	1	1	0	0	0	0	0	0	5
4:00	1	0	0	0	0	0	1	0	0	0	0	0	0	2
5:00	0	1	0	0	1	2	3	1	0	0	0	0	0	8
6:00	1	3	1	2	10	11	11	3	1	1	0	0	0	44
7:00	8	22	2	4	16	33	33	8	4	1	0	0	0	131
8:00	6	23	1	4	15	33	23	16	4	1	0	0	0	126
9:00	7	28	7	7	15	23	34	15	1	0	1	0	0	138
10:00	7	32	1	6	20	41	36	18	3	0	0	0	0	164
11:00	8	32	8	6	21	42	42	17	7	0	1	0	0	184
12:00 PM	12	41	3	4	30	66	42	15	8	0	0	0	1	222
1:00	5	54	10	8	32	43	48	12	5	3	0	0	0	220
2:00	20	35	11	8	37	61	52	9	3	1	0	0	0	237
3:00	17	53	9	7	34	64	51	23	6	4	0	0	1	269
4:00	11	70	18	9	38	75	70	36	8	5	0	0	0	340
5:00	9	54	5	5	33	79	84	31	23	2	1	0	1	327
6:00	10	55	12	4	18	59	71	24	5	5	0	0	0	263
7:00	19	35	4	15	31	53	35	16	4	0	0	0	0	212
8:00	8	25	3	6	26	57	36	5	4	0	0	0	0	170
9:00	7	15	1	4	28	27	17	9	1	1	0	0	1	111
10:00	3	21	1	4	11	26	12	3	1	0	0	0	1	83
11:00	7	13	3	3	7	15	14	4	1	0	0	0	0	67
Total	170	619	100	107	431	814	718	266	89	24	4	0	5	3347



Traffic Engineering Consultants, Inc.

6000 S. Western Ave., Suite 300

Oklahoma City, OK. 73139

Location 1:
S.E. 15th W. of Windsong Dr.
Start Date: 10-07-21
End Date: 10-15-21

Direction: EB

10-09-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	5	7	1	2	6	6	3	1	0	0	0	1	0	32
1:00	1	3	0	0	3	2	3	1	0	0	0	0	0	13
2:00	1	3	0	0	1	6	2	0	0	0	0	0	0	13
3:00	2	1	0	0	1	4	1	0	0	0	0	0	0	9
4:00	1	2	0	1	4	0	1	0	1	0	0	0	0	10
5:00	1	3	0	0	4	1	2	1	0	0	0	0	0	12
6:00	1	0	0	0	4	8	2	0	0	0	0	0	0	15
7:00	3	5	0	2	6	15	2	1	0	0	1	0	0	35
8:00	3	15	1	3	9	25	17	8	2	1	0	0	0	84
9:00	10	17	4	2	15	33	27	17	9	2	2	0	0	138
10:00	7	36	10	4	15	44	49	21	7	4	3	1	0	201
11:00	5	38	12	6	13	58	51	16	12	2	0	1	0	214
12:00 PM	5	42	6	2	24	61	57	33	8	4	0	1	0	243
1:00	6	44	10	7	18	47	57	22	9	0	0	0	0	220
2:00	5	30	7	5	11	40	55	26	7	2	0	0	0	188
3:00	8	36	9	4	22	44	46	21	4	0	2	0	0	196
4:00	2	32	4	5	16	39	47	31	5	1	3	0	0	185
5:00	2	36	10	4	14	51	46	28	7	0	3	0	0	201
6:00	9	50	7	5	16	62	71	33	12	0	0	0	0	265
7:00	20	31	9	8	39	79	90	33	13	2	0	0	1	325
8:00	12	36	6	8	36	62	65	24	4	1	0	0	0	254
9:00	9	15	1	9	27	39	47	19	2	0	0	0	0	168
10:00	6	11	2	6	18	37	38	21	5	0	1	0	0	145
11:00	0	7	1	2	9	15	19	7	2	2	0	0	0	64
Total	124	500	100	85	331	778	798	364	109	21	15	4	1	3230



Traffic Engineering Consultants, Inc.

6000 S. Western Ave., Suite 300

Oklahoma City, OK. 73139

Location 1:
S.E. 15th W. of Windsong Dr.
Start Date: 10-07-21
End Date: 10-15-21

Direction: EB

10-10-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	2	10	1	3	7	13	12	6	2	0	0	0	0	56
1:00	2	3	0	3	3	7	9	2	0	0	0	0	0	29
2:00	1	4	0	0	4	2	4	2	1	0	0	0	0	18
3:00	0	0	0	0	3	5	1	1	0	0	0	0	0	10
4:00	1	1	0	0	3	2	3	0	0	0	0	0	0	10
5:00	0	0	1	0	0	3	3	0	0	0	0	0	0	7
6:00	0	3	0	2	4	6	4	1	1	0	0	0	0	21
7:00	0	5	0	0	5	12	12	4	1	0	0	0	0	39
8:00	1	7	3	1	13	17	28	19	4	3	0	0	0	96
9:00	7	11	2	3	6	31	42	36	4	1	1	0	0	144
10:00	2	24	1	6	13	48	54	42	10	1	1	0	0	202
11:00	5	24	6	3	17	60	66	28	10	1	0	0	0	220
12:00 PM	8	32	9	6	24	85	72	48	16	3	2	0	0	305
1:00	6	36	6	2	16	67	63	32	21	2	1	0	0	252
2:00	5	38	6	5	26	53	48	25	4	5	0	0	0	215
3:00	8	35	8	7	31	59	49	14	5	2	0	0	0	218
4:00	5	42	8	5	17	53	82	47	14	3	1	0	0	277
5:00	11	38	4	4	19	76	84	67	20	5	0	1	1	330
6:00	12	36	3	3	16	66	88	51	21	6	2	0	0	304
7:00	4	27	1	6	25	69	80	39	7	4	0	1	0	263
8:00	4	8	1	5	16	23	24	13	3	1	0	0	0	98
9:00	2	10	2	4	9	28	24	12	2	0	0	0	0	93
10:00	0	6	1	3	5	9	7	3	4	0	1	0	1	40
11:00	2	5	1	3	3	5	12	2	0	0	1	0	0	34
Total	88	405	64	74	285	799	871	494	150	37	10	2	2	3281



Traffic Engineering Consultants, Inc.

6000 S. Western Ave., Suite 300

Oklahoma City, OK. 73139

Location 1:
S.E. 15th W. of Windsong Dr.
Start Date: 10-07-21
End Date: 10-15-21

Direction: EB

10-11-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	1	1	2	1	6	4	0	1	0	0	0	0	0	16
1:00	2	2	0	0	0	0	2	1	1	0	0	0	0	8
2:00	0	1	1	1	3	0	1	2	0	0	0	0	0	9
3:00	0	0	0	0	0	4	2	0	0	0	0	0	0	6
4:00	1	0	0	0	2	2	1	0	0	0	0	0	0	6
5:00	0	2	0	3	1	3	4	2	0	0	0	0	0	15
6:00	0	5	1	3	11	19	9	3	0	0	0	0	0	51
7:00	8	13	2	4	12	49	47	26	9	1	0	0	0	171
8:00	5	17	4	7	32	57	53	16	9	0	0	0	0	200
9:00	1	23	2	5	13	60	61	35	21	12	2	0	0	235
10:00	5	19	5	5	33	70	77	49	15	1	1	0	0	280
11:00	5	28	6	2	34	55	86	44	23	7	0	0	0	290
12:00 PM	3	34	8	9	22	71	70	47	13	0	0	1	0	278
1:00	5	38	5	2	26	63	51	25	7	4	0	0	0	226
2:00	5	41	6	4	23	50	38	27	7	0	1	0	0	202
3:00	7	68	14	15	37	78	62	21	2	1	0	0	0	305
4:00	10	57	13	7	39	77	90	20	6	2	0	0	0	321
5:00	5	83	18	13	22	65	81	26	9	0	1	2	0	325
6:00	14	40	6	3	15	40	60	21	9	2	0	0	1	211
7:00	15	39	4	12	40	72	62	16	2	1	1	0	0	264
8:00	4	25	4	9	46	79	67	24	6	0	1	0	0	265
9:00	5	22	1	7	31	54	49	14	1	1	0	0	0	185
10:00	2	11	0	6	17	32	15	4	0	0	0	0	0	87
11:00	1	3	0	3	9	6	3	4	2	0	0	0	0	31
Total	104	572	102	121	474	1010	991	428	142	32	7	3	1	3987



Traffic Engineering Consultants, Inc.

6000 S. Western Ave., Suite 300

Oklahoma City, OK. 73139

Location 1:
S.E. 15th W. of Windsong Dr.
Start Date: 10-07-21
End Date: 10-15-21

Direction: EB

10-12-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	1	2	0	1	4	6	6	2	1	1	0	0	0	24
1:00	0	3	0	1	3	5	2	1	0	0	0	0	0	15
2:00	0	1	1	2	4	3	2	4	0	0	0	0	0	17
3:00	0	1	0	0	1	3	0	0	1	0	0	0	0	6
4:00	1	0	0	1	2	2	1	1	0	0	0	0	0	8
5:00	0	2	0	3	5	5	11	4	1	0	0	0	0	31
6:00	2	1	0	5	18	21	22	6	1	2	1	0	0	79
7:00	7	16	4	3	17	52	58	26	11	0	0	0	0	194
8:00	13	12	2	4	17	41	59	26	8	1	2	1	0	186
9:00	6	24	4	9	13	34	22	12	4	1	0	0	0	129
10:00	7	26	5	3	16	31	29	10	5	0	0	0	0	132
11:00	10	23	2	7	11	46	51	18	2	1	0	0	0	171
12:00 PM	11	29	2	6	18	50	53	17	7	2	0	0	0	195
1:00	13	28	3	5	30	57	46	14	3	3	0	0	0	202
2:00	10	39	7	6	28	60	40	21	6	1	0	0	1	219
3:00	18	56	8	12	36	83	70	23	4	0	1	0	0	311
4:00	12	48	14	12	33	85	70	38	10	3	0	0	1	326
5:00	15	64	9	13	37	107	115	55	6	0	1	0	0	422
6:00	15	42	8	7	27	86	61	27	3	2	1	0	0	279
7:00	12	44	8	6	36	54	38	11	1	0	1	0	0	211
8:00	3	16	5	5	27	56	35	9	0	0	0	0	0	156
9:00	5	19	0	2	14	28	18	5	1	1	0	0	1	94
10:00	3	14	0	3	1	11	6	3	2	0	0	0	0	43
11:00	1	3	0	0	6	3	2	2	1	0	0	0	0	18
Total	165	513	82	116	404	929	817	335	78	18	7	1	3	3468



Traffic Engineering Consultants, Inc.

6000 S. Western Ave., Suite 300

Oklahoma City, OK. 73139

Location 1:
S.E. 15th W. of Windsong Dr.
Start Date: 10-07-21
End Date: 10-15-21

Direction: EB

10-13-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	1	0	1	1	4	2	0	0	0	0	0	0	9
1:00	1	0	0	1	0	4	2	0	0	1	0	0	0	9
2:00	1	3	1	3	2	4	0	0	0	0	0	0	0	14
3:00	0	0	0	0	1	1	1	0	0	0	0	0	0	3
4:00	0	1	0	0	0	1	0	0	0	0	0	0	0	2
5:00	0	3	0	1	3	5	3	2	3	0	0	0	0	20
6:00	1	5	0	4	11	19	10	4	0	0	0	0	0	54
7:00	5	12	0	6	36	53	46	9	4	0	0	0	0	171
8:00	4	7	0	3	31	46	42	15	6	0	0	2	0	156
9:00	7	20	4	4	21	59	50	16	4	0	0	0	0	185
10:00	4	13	5	2	17	30	34	9	5	1	0	0	1	121
11:00	9	29	5	2	19	42	36	17	6	2	0	0	0	167
12:00 PM	6	37	7	3	19	58	39	18	8	2	0	0	0	197
1:00	6	37	8	4	28	54	35	17	1	1	0	0	0	191
2:00	5	46	12	7	34	54	46	15	6	1	0	0	0	226
3:00	10	51	13	5	38	83	46	28	7	1	1	0	0	283
4:00	14	69	24	15	24	80	76	11	17	3	2	0	0	335
5:00	17	60	13	8	31	90	71	28	4	1	1	3	0	327
6:00	18	54	4	7	41	74	68	23	6	1	0	0	0	296
7:00	12	37	5	13	36	61	37	10	3	1	0	0	0	215
8:00	9	29	3	7	36	47	32	18	1	0	0	0	1	183
9:00	11	25	1	5	25	51	39	10	1	1	0	0	0	169
10:00	5	12	1	7	22	21	18	8	2	1	0	0	0	97
11:00	1	4	0	3	13	11	8	4	0	0	1	0	0	45
Total	146	555	106	111	489	952	741	262	84	17	5	5	2	3475



Traffic Engineering Consultants, Inc.

6000 S. Western Ave., Suite 300

Oklahoma City, OK. 73139

Location 1:
S.E. 15th W. of Windsong Dr.
Start Date: 10-07-21
End Date: 10-15-21

Direction: EB

10-14-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	2	5	2	3	4	8	14	1	0	0	0	0	0	39
1:00	0	0	0	5	5	2	4	1	0	0	0	0	0	17
2:00	1	5	0	1	2	3	2	3	0	1	0	0	0	18
3:00	0	0	0	0	1	4	6	0	0	0	0	0	0	11
4:00	0	1	0	0	1	2	2	2	0	0	0	0	0	8
5:00	0	2	1	1	6	4	4	3	1	0	0	0	0	22
6:00	0	4	0	2	16	27	16	5	1	0	0	0	0	71
7:00	13	7	1	3	23	47	51	20	8	2	0	1	0	176
8:00	7	15	0	6	26	48	51	12	3	2	0	1	0	171
9:00	10	25	2	7	29	46	33	9	0	1	0	1	0	163
10:00	13	28	1	5	19	49	21	8	1	1	0	0	0	146
11:00	17	39	4	8	17	35	34	14	3	0	0	0	0	171
12:00 PM	15	44	1	6	25	61	39	17	7	3	0	0	0	218
1:00	16	37	5	6	28	42	35	8	9	0	0	0	0	186
2:00	13	46	6	14	17	60	38	12	7	1	0	0	0	214
3:00	14	55	15	13	49	86	47	26	5	1	0	0	0	311
4:00	22	67	11	10	44	79	58	27	7	1	2	0	0	328
5:00	9	56	15	9	28	71	78	37	10	3	0	0	0	316
6:00	13	50	8	7	21	57	54	17	7	4	1	0	0	239
7:00	11	42	6	10	43	53	37	10	2	0	0	0	0	214
8:00	7	23	1	11	26	53	43	8	0	1	0	0	0	173
9:00	12	32	1	10	41	36	26	9	5	1	0	0	0	173
10:00	7	10	3	7	12	18	16	4	3	0	0	0	0	80
11:00	5	14	1	1	17	7	7	2	0	0	0	0	0	54
Total	207	607	84	145	500	898	716	255	79	22	3	3	0	3519



Traffic Engineering Consultants, Inc.

6000 S. Western Ave., Suite 300

Oklahoma City, OK. 73139

Location 1:
S.E. 15th W. of Windsong Dr.
Start Date: 10-07-21
End Date: 10-15-21

Direction: EB

10-15-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	2	5	1	0	5	3	2	2	1	1	0	0	0	22
1:00	0	2	0	0	1	3	1	0	0	0	0	0	0	7
2:00	0	6	0	1	2	1	2	1	0	0	0	0	0	13
3:00	0	0	0	0	2	4	2	1	0	0	0	0	0	9
4:00	1	2	0	0	1	1	0	0	0	0	0	0	0	5
5:00	0	1	2	0	1	5	5	1	0	0	0	0	0	15
6:00	0	6	0	5	5	6	13	2	0	2	0	0	0	39
7:00	6	9	0	4	11	40	24	14	7	3	0	0	1	119
8:00	5	1	1	3	3	14	9	3	1	1	0	0	1	42
9:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
12:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0
1:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
2:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
3:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
4:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
5:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
6:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
7:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
8:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
9:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
Total	14	32	4	13	31	77	58	24	9	7	0	0	2	271
Grand Total	1087	4129	685	822	3140	6664	6066	2567	779	183	54	19	19	26214
Stats			Percentile	15th	50th	85th	95th							
			Speed	17.9	37.5	44.5	49.1							
		Mean Speed (Average)		34.7										
		10 MPH Pace Speed		35-44										
		Number in Pace		12671										
		Percent in Pace		48.3%										
		Number > 45 MPH		3621										
		Percent > 45 MPH		13.8%										



Traffic Engineering Consultants, Inc.

6000 S. Western Ave., Suite 300

Oklahoma City, OK. 73139

Location 1:
S.E. 15th St. W. of Windsong Dr.
Start Date: 10-07-21
End Date: 10-15-21

Direction: WB

10-07-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0
1:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
2:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
3:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
4:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
5:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
6:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
7:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
8:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
9:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
12:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0
1:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
2:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
3:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
4:00	0	1	1	0	2	9	3	1	0	0	0	0	0	17
5:00	1	1	22	46	46	171	113	27	3	0	0	0	0	430
6:00	0	0	15	36	45	171	163	32	3	1	0	0	0	466
7:00	0	1	17	21	48	156	115	29	2	0	0	0	0	389
8:00	0	0	11	31	36	113	60	7	1	0	0	0	0	259
9:00	0	0	6	20	28	71	44	5	2	0	0	0	0	176
10:00	0	0	5	7	14	40	24	4	1	0	0	0	0	95
11:00	0	0	5	4	7	28	15	4	1	0	0	0	0	64
Total	1	3	82	165	226	759	537	109	13	1	0	0	0	1896



Traffic Engineering Consultants, Inc.

6000 S. Western Ave., Suite 300

Oklahoma City, OK. 73139

Location 1:
S.E. 15th St. W. of Windsong Dr.
Start Date: 10-07-21
End Date: 10-15-21

Direction: WB

10-08-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	1	1	6	4	11	6	5	1	0	0	0	0	35
1:00	0	0	0	0	3	5	3	2	0	0	0	0	0	13
2:00	0	0	0	0	1	3	3	1	0	0	0	0	0	8
3:00	0	0	0	0	0	4	1	0	0	0	0	0	0	5
4:00	0	1	0	1	1	4	2	0	0	0	0	0	0	9
5:00	0	0	5	2	4	12	7	4	1	2	0	0	0	37
6:00	0	0	6	10	4	28	51	8	1	0	0	0	0	108
7:00	0	1	18	19	31	92	88	15	4	0	0	0	0	268
8:00	0	0	32	54	34	246	165	34	5	0	0	0	0	570
9:00	0	1	21	32	39	164	152	48	0	0	0	0	0	457
10:00	0	1	21	37	40	117	107	16	3	1	0	0	0	343
11:00	1	2	22	24	44	122	108	17	3	0	0	0	0	343
12:00 PM	0	2	25	36	47	160	109	21	0	1	0	0	0	401
1:00	0	2	13	33	44	154	107	20	2	1	0	0	0	376
2:00	2	1	27	30	52	140	107	18	5	0	0	0	0	382
3:00	0	4	23	39	48	156	103	16	2	0	0	0	0	391
4:00	0	0	26	26	54	160	105	18	2	2	0	0	0	393
5:00	0	0	25	29	47	159	147	27	1	0	0	0	0	435
6:00	0	4	27	30	47	156	144	28	5	0	0	0	0	441
7:00	0	0	30	41	37	158	111	19	2	0	0	0	0	398
8:00	0	0	11	19	54	108	56	9	1	1	0	0	0	259
9:00	0	0	15	9	36	80	40	6	1	1	0	0	0	188
10:00	0	0	8	11	27	67	27	5	0	0	0	0	0	145
11:00	0	0	0	9	8	57	37	3	0	0	0	0	0	114
Total	3	20	356	497	706	2363	1786	340	39	9	0	0	0	6119



Traffic Engineering Consultants, Inc.

6000 S. Western Ave., Suite 300

Oklahoma City, OK. 73139

Location 1:
S.E. 15th St. W. of Windsong Dr.
Start Date: 10-07-21
End Date: 10-15-21

Direction: WB

10-09-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	4	8	9	33	8	5	1	1	0	0	0	69
1:00	0	1	6	3	8	15	7	1	0	0	0	0	0	41
2:00	0	0	0	1	2	7	3	3	0	0	0	0	0	16
3:00	0	0	0	0	3	8	5	1	0	0	0	0	0	17
4:00	0	0	1	0	3	4	1	0	0	0	0	0	0	9
5:00	0	0	1	0	1	6	5	0	0	0	0	0	0	13
6:00	0	0	1	0	7	13	10	5	0	0	0	0	0	36
7:00	0	1	7	7	13	14	18	6	0	0	0	0	0	66
8:00	1	3	12	17	22	58	40	12	0	0	0	0	0	165
9:00	0	0	20	23	36	121	89	30	3	1	0	0	0	323
10:00	0	1	22	32	32	139	133	32	2	0	0	0	0	393
11:00	2	3	16	35	34	185	135	32	1	1	0	0	0	444
12:00 PM	3	1	21	34	29	135	104	29	5	0	0	0	0	361
1:00	0	2	14	27	37	113	95	31	6	0	0	0	0	325
2:00	0	0	18	29	23	112	104	20	2	0	0	0	0	308
3:00	0	2	13	18	20	86	85	21	1	1	0	0	0	247
4:00	0	1	23	37	37	132	122	27	3	0	0	0	0	382
5:00	0	2	13	31	26	134	152	37	4	0	0	0	0	399
6:00	0	1	18	26	32	106	113	21	1	0	0	0	0	318
7:00	0	2	28	18	58	115	94	20	5	0	0	0	0	340
8:00	0	2	22	16	50	125	53	5	0	0	0	0	0	273
9:00	0	0	16	22	31	84	39	9	1	0	0	0	0	202
10:00	0	3	11	9	30	57	32	4	0	1	0	0	0	147
11:00	1	0	4	7	20	44	24	6	0	0	0	0	0	106
Total	7	25	291	400	563	1846	1471	357	35	5	0	0	0	5000



Traffic Engineering Consultants, Inc.

6000 S. Western Ave., Suite 300

Oklahoma City, OK. 73139

Location 1:
S.E. 15th St. W. of Windsong Dr.
Start Date: 10-07-21
End Date: 10-15-21

Direction: WB

10-10-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	1	3	5	11	32	13	6	0	0	0	0	0	71
1:00	0	0	1	0	9	11	7	1	0	0	0	0	0	29
2:00	0	1	4	1	1	11	3	0	0	0	0	0	0	21
3:00	0	1	2	1	2	10	4	0	0	0	0	0	0	20
4:00	0	0	0	0	2	2	4	0	0	0	0	0	0	8
5:00	0	0	1	1	1	1	5	1	0	0	0	0	0	10
6:00	0	0	0	0	3	3	3	0	0	0	0	0	0	9
7:00	0	0	2	2	3	23	9	5	0	0	0	0	0	44
8:00	0	0	9	8	11	41	32	6	0	0	0	0	0	107
9:00	0	2	16	20	26	82	68	13	2	0	0	0	0	229
10:00	0	1	19	24	27	132	109	28	3	1	0	0	0	344
11:00	0	1	26	35	32	110	112	39	3	0	0	0	0	358
12:00 PM	0	1	19	24	41	133	103	22	1	0	0	0	0	344
1:00	0	2	17	22	36	138	144	17	4	2	0	0	0	382
2:00	0	1	14	22	34	115	129	22	0	0	0	0	0	337
3:00	0	1	14	30	33	118	113	33	3	1	0	0	0	346
4:00	0	2	13	27	30	119	110	22	2	0	0	0	0	325
5:00	0	2	25	23	25	115	103	25	1	0	0	0	0	319
6:00	0	1	14	28	26	108	93	17	1	0	0	0	0	288
7:00	0	3	15	16	23	94	82	17	2	0	0	0	0	252
8:00	0	0	10	11	21	63	42	12	1	1	0	0	0	161
9:00	0	1	9	4	14	26	12	1	1	0	0	0	0	68
10:00	0	2	4	12	14	41	21	5	0	0	0	0	0	99
11:00	0	0	3	5	9	11	6	3	0	0	0	0	0	37
Total	0	23	240	321	434	1539	1327	295	24	5	0	0	0	4208



Traffic Engineering Consultants, Inc.

6000 S. Western Ave., Suite 300

Oklahoma City, OK. 73139

Location 1:
S.E. 15th St. W. of Windsong Dr.
Start Date: 10-07-21
End Date: 10-15-21

Direction: WB

10-11-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	1	4	5	0	5	10	1	1	0	0	0	0	27
1:00	0	0	2	1	4	2	2	0	0	0	0	0	0	11
2:00	0	0	1	1	0	2	1	1	0	0	0	0	0	6
3:00	0	0	0	1	0	2	2	1	0	0	0	0	0	6
4:00	0	0	1	3	3	3	3	1	0	0	0	0	0	14
5:00	0	0	3	1	2	6	2	1	1	0	0	0	0	16
6:00	0	0	10	2	10	25	14	6	0	0	0	0	0	67
7:00	0	0	16	16	20	61	60	10	2	0	0	0	0	185
8:00	0	2	36	39	55	213	152	24	2	0	0	0	0	523
9:00	0	0	19	21	35	130	163	33	3	1	0	0	0	405
10:00	0	2	23	25	38	118	117	20	2	0	0	0	0	345
11:00	0	1	21	21	40	157	112	15	3	0	0	0	0	370
12:00 PM	0	1	23	33	41	142	133	18	1	1	0	0	0	393
1:00	0	0	24	39	46	135	116	21	0	1	0	0	0	382
2:00	0	0	17	26	48	115	105	27	0	0	0	0	0	338
3:00	0	3	23	25	46	127	96	26	2	0	0	0	0	348
4:00	0	0	15	35	47	157	108	22	1	0	0	0	0	385
5:00	0	0	12	22	34	131	130	18	2	0	0	1	0	350
6:00	0	0	19	40	49	159	164	30	2	0	0	0	0	463
7:00	0	2	16	27	34	156	115	24	3	0	0	0	0	377
8:00	0	0	17	13	47	106	48	9	2	0	0	0	0	242
9:00	0	1	6	2	25	68	33	9	1	0	0	0	0	145
10:00	0	0	7	8	12	43	26	4	0	0	0	1	0	101
11:00	0	0	2	4	8	25	8	3	1	0	0	0	0	51
Total	0	13	317	410	644	2088	1720	324	29	3	0	2	0	5550



Traffic Engineering Consultants, Inc.

6000 S. Western Ave., Suite 300

Oklahoma City, OK. 73139

Location 1:
S.E. 15th St. W. of Windsong Dr.
Start Date: 10-07-21
End Date: 10-15-21

Direction: WB

10-12-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	3	3	2	11	5	3	0	1	0	0	0	28
1:00	0	0	1	1	2	6	5	0	1	0	0	0	0	16
2:00	0	0	0	0	1	4	2	0	0	0	0	0	0	7
3:00	0	0	0	1	1	1	3	0	0	0	0	0	0	6
4:00	0	1	0	0	4	1	2	1	1	0	0	0	0	10
5:00	0	0	3	4	6	12	11	5	1	0	0	0	0	42
6:00	0	0	16	7	10	37	55	14	0	0	0	0	0	139
7:00	0	0	16	29	38	104	96	17	2	0	0	0	0	302
8:00	0	3	36	43	50	231	183	33	5	0	0	0	0	584
9:00	0	0	16	44	36	146	152	46	5	0	0	0	0	445
10:00	0	2	20	31	35	117	97	27	3	0	0	0	0	332
11:00	1	2	11	27	27	154	115	20	3	0	0	0	0	360
12:00 PM	0	0	26	37	45	137	95	20	2	1	0	0	0	363
1:00	0	0	20	27	36	134	95	13	1	0	0	0	0	326
2:00	0	0	17	24	32	122	122	15	2	0	0	0	0	334
3:00	0	1	20	26	31	128	121	23	6	0	0	0	0	356
4:00	1	2	18	27	41	141	123	30	2	2	0	0	0	387
5:00	0	1	19	30	43	128	138	18	0	0	0	0	0	377
6:00	0	2	21	33	37	182	144	28	0	0	0	0	0	447
7:00	0	1	16	16	34	140	108	21	2	0	0	0	0	338
8:00	0	1	14	12	39	90	68	10	0	0	0	0	0	234
9:00	0	0	5	8	17	44	47	10	0	0	0	0	0	131
10:00	0	0	5	7	10	32	15	2	1	0	0	0	0	72
11:00	0	0	1	1	6	15	5	1	1	1	0	0	0	31
Total	2	16	304	438	583	2117	1807	357	38	5	0	0	0	5667



Traffic Engineering Consultants, Inc.

6000 S. Western Ave., Suite 300

Oklahoma City, OK. 73139

Location 1:
S.E. 15th St. W. of Windsong Dr.
Start Date: 10-07-21
End Date: 10-15-21

Direction: WB

10-13-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	1	1	0	6	10	5	2	1	0	0	0	0	26
1:00	0	0	0	0	1	1	4	0	1	0	0	0	0	7
2:00	0	0	2	0	0	2	1	2	0	0	0	0	0	7
3:00	0	0	0	1	0	1	1	0	0	0	0	0	0	3
4:00	0	1	0	1	4	6	3	1	0	0	0	0	0	16
5:00	0	1	4	5	2	15	19	10	2	0	0	0	0	58
6:00	0	0	12	20	17	30	31	4	2	0	0	0	0	116
7:00	1	2	30	25	62	110	44	9	0	0	0	0	0	283
8:00	0	1	34	43	110	244	119	20	0	0	0	0	0	571
9:00	0	0	24	27	56	160	148	27	5	1	0	0	0	448
10:00	0	0	19	29	32	117	119	25	1	1	0	0	0	343
11:00	0	0	21	36	27	108	95	20	1	1	0	0	0	309
12:00 PM	0	0	18	32	30	127	119	22	1	0	0	0	0	349
1:00	0	2	12	30	39	126	97	19	2	0	0	0	0	327
2:00	1	1	20	27	31	137	80	23	0	1	0	0	0	321
3:00	0	0	13	35	34	140	106	24	4	0	0	0	0	356
4:00	0	1	13	33	45	137	113	23	1	0	0	0	0	366
5:00	0	1	18	34	39	163	111	24	2	1	0	0	0	393
6:00	0	0	26	32	36	183	152	12	2	1	0	0	0	444
7:00	0	0	30	23	46	157	85	18	1	0	0	0	0	360
8:00	0	2	14	25	51	83	40	5	0	0	0	0	0	220
9:00	0	0	10	10	21	63	40	5	2	0	0	0	0	151
10:00	0	1	6	4	22	37	20	8	0	0	1	0	0	99
11:00	0	0	5	2	6	20	6	3	0	0	0	0	0	42
Total	2	14	332	474	717	2177	1558	306	28	6	1	0	0	5615



Traffic Engineering Consultants, Inc.

6000 S. Western Ave., Suite 300

Oklahoma City, OK. 73139

Location 1:
S.E. 15th St. W. of Windsong Dr.
Start Date: 10-07-21
End Date: 10-15-21

Direction: WB

10-14-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	1	4	4	10	2	4	0	0	0	0	0	25
1:00	0	0	1	0	7	4	6	0	1	0	0	0	0	19
2:00	0	0	0	3	4	1	2	3	0	0	0	0	0	13
3:00	0	0	1	0	1	4	2	2	0	0	0	0	0	10
4:00	0	1	0	0	7	3	2	0	2	0	0	0	0	15
5:00	0	3	3	4	4	11	11	7	2	1	0	0	0	46
6:00	0	1	8	11	6	41	48	10	0	0	0	0	0	125
7:00	0	1	17	24	26	105	81	28	1	0	0	0	0	283
8:00	0	3	32	43	50	199	195	29	1	0	0	0	0	552
9:00	1	2	28	29	40	161	119	27	1	0	0	0	0	408
10:00	0	3	32	29	45	128	94	22	1	0	0	0	0	354
11:00	0	1	20	39	41	153	102	19	1	1	0	0	0	377
12:00 PM	0	2	30	31	38	157	102	16	0	0	0	0	0	376
1:00	0	3	35	38	53	122	92	20	1	0	0	0	0	364
2:00	1	1	23	32	40	131	101	24	3	0	0	0	0	356
3:00	2	1	22	32	56	134	92	19	3	1	0	0	0	362
4:00	0	2	28	30	39	142	115	17	1	0	0	0	0	374
5:00	0	1	19	30	41	133	114	18	0	0	0	0	0	356
6:00	0	0	20	40	38	166	138	29	2	1	0	0	0	434
7:00	0	2	23	34	43	161	107	27	3	0	0	0	0	400
8:00	0	0	12	20	41	95	58	8	1	1	0	0	0	236
9:00	0	1	9	14	22	53	38	4	0	0	0	0	0	141
10:00	0	1	7	11	17	42	25	4	0	0	0	0	0	107
11:00	0	0	5	9	8	33	19	5	0	0	0	0	0	79
Total	4	29	376	507	671	2189	1665	342	24	5	0	0	0	5812



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Location 1:
S.E. 15th St. W. of Windsong Dr.
Start Date: 10-07-21
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Direction: WB

10-15-21 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	1	2	3	8	11	8	2	0	0	0	0	0	35
1:00	0	0	2	4	3	9	6	0	0	1	0	0	0	25
2:00	0	1	0	2	0	6	2	2	0	0	0	0	0	13
3:00	0	0	0	0	1	5	6	1	0	0	0	0	0	13
4:00	0	1	1	0	2	6	0	2	0	0	0	0	0	12
5:00	0	1	2	2	7	12	13	4	0	0	0	0	0	41
6:00	0	1	10	11	10	19	37	8	0	1	0	0	0	97
7:00	0	3	12	19	24	76	60	11	1	0	0	0	0	206
8:00	0	2	25	32	41	125	119	18	1	0	0	0	0	363
9:00	3	2	10	8	14	40	26	6	0	0	0	0	0	109
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
12:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0
1:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
2:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
3:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
4:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
5:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
6:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
7:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
8:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
9:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
Total	3	12	64	81	110	309	277	54	2	2	0	0	0	914
Grand Total	22	155	2362	3293	4654	15387	12148	2484	232	41	1	2	0	40781
Stats			Percentile	15th	50th	85th	95th							
			Speed	30.5	38.4	42.8	45.6							
		Mean Speed (Average)		37.4										
		10 MPH Pace Speed		35-44										
		Number in Pace		27385										
		Percent in Pace		67.2%										
		Number > 45 MPH		2760										
		Percent > 45 MPH		6.8%										

From: Sidney Porter
To: John Shuck
Date: 11/10/2021 12:06 PM
Subject: Re: Traffic Safety Agenda Meeting report

Thanks John. I appreciate your work!

>>> John Shuck 11/10/2021 11:08 AM >>>

On Oct 21, 2021 I attended the Traffic Safety agenda meeting at 6:00PM. During the meeting, the discussion was about putting a traffic signal light at NE 10th and Shadybrook. My understanding is the complaint consist of speeders on NE 10th and it is causing accidents. The engineer Brandon Bundy stated that the purpose of traffic signal lights are not to control speed. Mr. Bundy also presented a survey that had speeds listed and from his report speed was not a factor. There were a few speeds in the 60MPH in the 40MPH zone. Mr Bundy explained the few excessive speeds they had could of been emergency personnel. The records dept pulled all accidents that were on NE 10th from N. Air Depot to N. Midwest Blvd and there were no accidents at NE 10th and Shadybrook.

My observation from running traffic in the area: I did observe several vehicles driving 45MPH to 50 MPH. The traffic in the area during mid day is very thick, which makes it hard to do excessive speed. I believe most of the crashes come from the hill terrain in the area. I feel if a traffic signal light is placed there we could possibly increase crashes due to the amount of traffic backing up from the red light and as cars come over the hill at 40MPH to 45MPH we have crashes. I have looked through several crash reports we took from NE 10 st and majority of the crashes are just people not paying attention when they pull onto NE 10th from a side street and the collision occurs, not related to speed. There were a couple rear enders from someone trying to turn from NE 10 onto a side street and getting struck from behind. My solution to the area would be to add a center turn lane, so that frees up the cars trying to make the left hand turn. The left hand turn lane also allows traffic to continue to flow east and westbound.

SE 15th and Windsong:

Another topic was a traffic signal at SE 15th and Windsong for speeders. Once again it was presented at the meeting that a traffic light is not designated for speeders. I pulled crashes in that area and there wasn't an overwhelming amount of crashes. I have personally ran traffic in the area on SE 15th st from Westminster to S. Post RD. The only time I can get any activity on speed is from about 3:30PM to about 6:00PM. Most of my speeding tickets are people traveling around 57MPH to 60MPH. From that time frame of 3:30PM to 6:00PM or even 7:00PM i can write about 5-7 tickets for speeding.

My solution for SE 15th street is: I continue to work ASAP in the area and also use my daily patrols. I think it will eventually slow people down over a short period of time.

Thanks Shuck.

Police Chief Sid Porter
Midwest City Police Department
100 N. Midwest Blvd.
Midwest City, Ok 73110
405-739-1325



Economic Development Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office: (405) 739-1218

rcoleman@MidwestCityOK.org

www.midwestcityok.org

MEMORANDUM

To: Honorable Mayor and Midwest City Council

From: Robert Coleman, Director of Economic Development

Date: January 25, 2022

Subject: Discussion and consideration for adoption, including any possible amendment, of a resolution formally appointing representation to the Midwest City Local Development Act Review Committee from all entities that receive ad valorem tax collections from the vicinity of Northeast 23rd Street and Northeast 36th Street, including the Soldier Creek Industrial Park.

At the December 14th, 2021 meeting, City Council approved Resolution 21-48 authorizing the creation of the Local Development Act Review Committee ("Committee.") The resolution empowered the Committee to explore the possibility of creating a Tax Increment Finance district on the north side of the community in hopes of financing various public improvements. The resolution calls for representation from all of the taxing entities that could be affected by the proposed district. These include:

- Metropolitan Library System
- Crutcho Public Schools
- Oklahoma City Public Schools
- Metro Technology Center
- Oklahoma City/County Health Department
- Oklahoma County
- Rose State College

Please contact my office at (405) 739-1218 or e-mail any question.

Respectfully,

A handwritten signature in cursive script, appearing to read "R. Coleman", written in black ink.

Robert Coleman

Director of Economic Development

Attachments: Resolution

RESOLUTION NO. _____

A RESOLUTION APPOINTING THOSE PERSONS DESIGNATED BY TAXING JURISDICTIONS TO THE "MIDWEST CITY LOCAL DEVELOPMENT ACT REVIEW COMMITTEE".

WHEREAS, certain areas within the City of Midwest City, Oklahoma have experienced economic stagnation or decline in recent years due to a lack of adequate public infrastructure serving such area; and

WHEREAS, the City Council of the City of Midwest City desires to reverse such economic stagnation, to expand or retain the number of persons currently employed within such area, to attract significant new private investment into such area, and to preserve or enhance the tax base of such area; and

WHEREAS, the City Council of the City of Midwest City has determined that public improvements are necessary in order to accomplish the above-stated objectives; and

WHEREAS, Section 6C of the Oklahoma Constitution, along with the “Local Development Act”, codified as Title 62, Section 850 et seq. of the Oklahoma Statutes (the “Oklahoma Local Development Act”), authorizes cities, towns and counties to adopt incentives for the development or redevelopment of such areas, and empowers the governing bodies of cities, towns or counties to apportion tax increments to help finance the public costs of such development or redevelopment; and

WHEREAS, the Midwest City Council, as the governing body of the City of Midwest City, Oklahoma, has previously adopted Resolution No. 21-48 declaring the intent of the City Council to consider the creation of a tax increment district, and, as required by law, establishing a review committee in connection therewith; and

WHEREAS, the Oklahoma Local Development Act requires that the membership of such review committee include “a representative designated by each taxing jurisdiction within the proposed district whose ad valorem taxes might be impacted”; and

WHEREAS, each taxing jurisdiction within the proposed district has now designated a representative to serve on the Midwest City Local Development Act Review Committee.

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

SECTION 1: That the following individuals, having been designated as the respective representatives of the taxing jurisdictions listed in Resolution No. 21-48 are hereby appointed to, and approved to serve on, the Midwest City Local Development Act Review Committee:

Councilman Pat Byrne
City of Midwest City Council, to serve as Chairman of the Committee

Aaron Collins, Superintendent
Metro Technology Center #22

Charisse Dye, CPA
Metropolitan Library System

Butch Freeman, Treasurer
Oklahoma County Representative

Dr. Kent Lashley, Executive Vice-President
Rose State College

Dr. Patrick McGough,
Oklahoma City/County Health Department

Melvin Perry, Associate Superintendent
Crutcho Public School District #C-74
Oklahoma County, Oklahoma

Scott Randall, Chief Operating Officer
Oklahoma City Independent Public School District #I-52
Oklahoma County, Oklahoma

Chairman Russell Smith
City of Midwest City Planning Commission

PASSED AND APPROVED at the regular meeting of the City Council of the City of
Midwest City, Oklahoma and duly signed by the Mayor this _____ day of _____, 2022.

CITY OF MIDWEST CITY

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

DON MAISCH, City Attorney



City Manager's Office
100 N. Midwest Blvd.
Midwest City, OK 73110
Office: 405-739-1201
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Tim Lyon, City Manager

DATE: 25 January 2022

SUBJECT: Discussion and consideration of appointing one qualified elector residing in Oklahoma County, to represent the City of Midwest City on the Board of Directors of the Central Oklahoma Master Conservancy District (COMCD) for the remaining term of Casey Hurt and submitting the names to the Cleveland County district judge, who will appoint them to membership on the Board of Directors of the COMCD.

The current Central Oklahoma Master Conservancy District Board Members for Midwest City are:

- Casey Hurt - originally appointed on 12 July 2016
Current term expires on 28 May 2024
- Kevin Anders - originally appointed on 11 August 2009
Current term expires on 13 September 2022
- William Janacek - appointed on 26 March 2013
Current term expires on 13 September 2022

The term of Mr. Hurt has not expired, but he is moving outside the city limits of Midwest City; therefore, Mr. David Ballew has been recommended as a replacement. Once the City Council has approved the nominee, the recommendation will be sent to the Cleveland County District Judge for final approval.

Action is at the discretion of the Council.

Tim Lyon

City Manager



City Attorney, Donald D. Maisch

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

MEMORANDUM

To: Honorable Mayor and Council

From: Don Maisch
City Attorney

RE: Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations, Article I, In General, Section 9-2, Dilapidated buildings; and providing for a repealer, severability and declaring an emergency.

Date: January 25, 2022

The proposed amendment to Section 9-2 of the City of Midwest City municipal code will update these provisions and bring them into compliance with Oklahoma State Law at Title 11 O.S. Sec. 22-111 and 22-112. These provisions concern when the City can take action on dilapidated buildings and unsecured buildings. The amendments bring the city ordinance requirements in line with state law.

These proposed amendments:

- Bring the notice requirements in line with state law.
- Allow the City Manager to delegate duties to an administrative body, in line with state law.
- Expand the definition of dilapidated building to be in line with state law.
- Align the process for notification of an unsecured building to make it the same as a dilapidated building.

Approval is at the pleasure of the City Council. There is an emergency clause added to this ordinance amendment to have the changes to go into effect immediately. There will need to be two votes on this ordinance amendment, the first vote to approve the amendments and the second vote to approve the emergency.

Respectfully submitted,

Donald D. Maisch
City Attorney

1 or causes the work to be done, then the city clerk shall immediately, upon completion of the
2 work, file a notice of lien with the county clerk describing the property, the findings of the city
3 council at the hearing, and stating that the City of Midwest City claims a lien on said property
4 for the destruction and removal costs. Any action to challenge the order of the city council shall
5 be filed within thirty (30) business days from the date of the order.
6

7 (d) The city council shall determine the actual cost of the dismantling and removal of the
8 dilapidated buildings and any other expenses that may be necessary in conjunction with the
9 dismantling and removal of the buildings, including the cost of notice and mailing. The city clerk
10 shall forward a statement of the actual cost attributable to the dismantling and removal of the
11 buildings and a demand for payment of such costs, by ~~certified mail with return receipt requested~~
12 to the property owner. In addition, a copy of the statement shall be mailed to any Mortgage
13 holder at the address provided for in paragraph (a) of this section. If the City of Midwest City
14 dismantles or removes any dilapidated buildings, the cost to the property owner shall not exceed
15 the actual cost of the labor, maintenance, and equipment required for the dismantling and
16 removal of the dilapidated buildings. If the dismantling and removal of the dilapidated buildings
17 is done on a private contract basis, the contract shall be awarded to the lowest and best bidder.
18

19 (e) When payment is made to the City of Midwest City for costs incurred, the city clerk shall
20 file a release of lien; but if payment attributable to the actual cost of the dismantling and removal
21 of the buildings is not made within six (6) months from the date of the mailing of the statement
22 to the owner of such property, the city clerk shall forward a certified statement of the amount of
23 the cost to the county treasurer of the county in which the property is located. The costs shall be
24 levied on the property and collected by the county treasurer as are other taxes authorized by law.
25 The costs and the interest thereon shall be the personal obligation of the property owner from and
26 after the date of the notice of dilapidation and lien is filed with the county clerk. The cost and the
27 interest thereon shall be a lien against the property from the date the notice of the lien is filed
28 with the county clerk. The lien shall be co-equal with the lien of ad valorem taxes and all other
29 taxes and special assessments and shall be prior and superior to all other titles and liens against
30 the property. The lien shall continue until the cost is fully paid. At any time prior to collection
31 as provided for in this paragraph, the City of Midwest City may pursue any civil remedy for
32 collection of the amount owing and interest thereon. Upon receiving payment, the city clerk shall
33 forward to the county treasurer a notice of such payment and shall direct discharge of the lien.
34

35 (f) The city manager ~~shall~~ may designate the building official or code enforcement to carry
36 out the duties of the city council specified in this section. The property owner shall have the right
37 to appeal to the city council from any order of the building official or code enforcement. Such
38 appeal shall be taken by filing a written notice of appeal with the city clerk within ten (10) days
39 after the administrative order of the building official or his designees is rendered. If said appeal
40 is not taken within ten (10) days as provided, the order shall be final and the costs of the action
41 shall be determined as provided.
42

43 (g) For the purposes of this section;

44 (1) "~~dilapidated~~ Dilapidated building" means:
45
46

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

4
5 (B) a structure which is unfit for human occupancy due to the lack of necessary
6 repairs and is considered uninhabitable or is a hazard to the health, safety, and welfare of
7 the general public;

8
9 (C) a structure which is determined by the municipal governing body or
10 administrative officer of the municipal governing body to be an unsecured building, as
11 defined by paragraph (k)(11) of this Section, more than three times within any twelve-
12 month period;

13
14 (D) a structure which has been boarded and secured, as defined by paragraph
15 (k)(11) of this Section, for more than six (6) consecutive months; or

16
17 (E) a structure declared by the municipal governing body to constitute a public
18 nuisance; and

19
20 (2) Owner means the owner of record as shown by the most current tax rolls of the
21 county treasurer.

22
23 (h) Nothing in the provisions of this section shall prevent the City of Midwest City from
24 abating a dilapidated building as a nuisance or otherwise exercising its police power to protect
25 the health, safety, or welfare of the general public.

26
27 (i) After a building has been declared dilapidated, as provided in this section, and before the
28 commencement of the tearing and removal of a dilapidated building, the city council of the City
29 of Midwest City may authorize that such a building be boarded and secured.

30
31 (j) The city council may cause the premises on which an unsecured building is located to be
32 cleaned of trash and weeds in accordance with the provisions of Article II, Chapter 27.

33
34 (k) The city council may cause an unsecured building to be boarded and secured in
35 accordance with the ~~following~~ dilapidated building procedures contained in this Section.;

36
37 ~~(1) — Before the city council orders such action, at least ten (10) days notice that such~~
38 ~~unsecured building is to be boarded and secured shall be given by certified mail with return~~
39 ~~receipt requested to any property owners and mortgage holders as provided in this section. A~~
40 ~~copy of the notice shall also be posted on the property to be affected. However, if neither the~~
41 ~~property owner nor mortgage holder can be located, notice may be given by publication, as~~
42 ~~defined in this section. Such notice shall be published one (1) time, not less than ten (10) days~~
43 ~~prior to any hearing or action by the City of Midwest City pursuant to the provisions of this~~
44 ~~section, or in the alternative, notice may be given by first class mail to any property owners and~~
45 ~~mortgage holders. The city at its option may, during the time period for mailing by certified mail,~~
46 ~~publish the notice as required above.~~

1
2 (2) ~~—The owner of the property may give his written consent to the City of Midwest~~
3 ~~City authorizing the boarding and securing of such unsecured building and to the payment of~~
4 ~~any costs incurred thereby. By giving written consent, the owner waives his right to a hearing~~
5 ~~by the city council.~~

6
7 (3) ~~—If the property owner does not give his written consent to such actions, a hearing~~
8 ~~may be held by the city council to determine whether the boarding and securing of such~~
9 ~~unsecured building would promote and benefit the public health, safety or welfare. In making~~
10 ~~such determination, the city council shall apply the following standard: The city council may~~
11 ~~order the boarding and securing of the unsecured building when the boarding and securing~~
12 ~~thereof would make such building less available for transient occupation, decrease a fire hazard~~
13 ~~created by such building, or decrease the hazard that such building would constitute an attractive~~
14 ~~nuisance to children. Upon making the required determination, the city council may order the~~
15 ~~boarding and securing of the unsecured building.~~

16
17 (4) ~~—After the city council orders the boarding and securing of such unsecured~~
18 ~~building, the city clerk shall immediately file a notice of lien with the county clerk describing~~
19 ~~the property, stating the findings of the city council at the hearing at which such building was~~
20 ~~determined to be unsecured, and stating that the municipality claims a lien on said property for~~
21 ~~the costs of boarding and securing such building.~~

22
23 (5) ~~—Pursuant to the order of the city council, the building official and/or his designees~~
24 ~~are granted the right of entry on the property for the performance of the boarding and securing~~
25 ~~of such building and for the performance of all necessary duties as a governmental function of~~
26 ~~the municipality.~~

27
28 (6) ~~—After an unsecured building has been boarded and secured, the city council shall~~
29 ~~determine the actual costs of such actions and any other expenses that may be necessary in~~
30 ~~conjunction therewith. The city clerk shall forward a statement of the unsecured building and a~~
31 ~~demand for payment of such costs, by certified mail with return receipt requested to any property~~
32 ~~owners and mortgage holders as provided in this section. If the City of Midwest City boards and~~
33 ~~secures any unsecured building, the cost to the property owner shall not exceed the actual cost~~
34 ~~of the labor, materials and equipment required for the performance of such actions. If such~~
35 ~~actions are done on a private contract basis, the contract shall be awarded to the lowest and best~~
36 ~~bidder.~~

37
38 (7) ~~—When payment is made to the City of Midwest City for costs incurred, the city~~
39 ~~clerk shall file a release of lien, but if payment attributable to the actual costs of the boarding~~
40 ~~and securing of the unsecured building is not made within thirty (30) days from the date of the~~
41 ~~mailing of the statement to the owner of such property, the city clerk shall forward a certified~~
42 ~~statement of the amount of the costs to the county treasurer of the county in which the property~~
43 ~~is located. The costs shall be levied on the property and collected by the county treasurer as are~~
44 ~~other taxes authorized by law. The costs and interest thereon shall be a lien against the property~~
45 ~~from the date the notice of lien is filed with the county clerk. The lien shall be co-equal with the~~
46 ~~lien of ad valorem taxes and all other taxes and special assessments and shall be prior and~~

1 superior to all other titles and liens against the property. The lien shall continue until the costs
2 and interest are fully paid. At any time prior to collection as provided for in this paragraph, the
3 City of Midwest City may pursue any civil remedy for collection of the amount owing and
4 interest thereon. Upon receiving payment, the city clerk shall forward to the county treasurer a
5 notice of such payment and shall direct discharge of the lien.
6

7 (8) — The city manager shall designate the building official and/or his designees to carry
8 out the duties of the city council specified in subsection (k) of this section. The property owner
9 or mortgage holder shall have a right of appeal to the city council from any administrative order
10 of the building official and/or his designees. Such appeal shall be taken by filing written notice
11 of appeal with the city clerk within ten (10) days after the order is rendered by the building
12 official and/or his designees. If the appeal is not taken within ten (10) days as provided, the order
13 shall be final and the costs of the action shall be determined as provided.
14

15 (9) — If the city causes a structure within the municipal limits to be boarded and secured,
16 any subsequent need for boarding and securing within a six-month period constitutes a public
17 nuisance and may be summarily boarded and secured without further prior notice to the property
18 owner or mortgage holder. At the time of each such summary boarding and securing, the city
19 shall notify the property owner and mortgage holder of the boarding and securing and the costs
20 thereof. The notice shall state that the property owner may request an appeal with the city clerk
21 within ten (10) days after the mailing of the notice. The notice and hearing shall be as provided
22 for in subsection (k)(1) of this section. Unless otherwise determined at the hearing the cost of
23 such boarding and securing shall be determined and collected as provided for in subsections
24 (k)(6) and (k)(7) of this subsection.
25

26 (10) — A governing body of any municipality may determine that a building is unsecured
27 and order that such building be boarded and secured in the manner provided for in this subsection
28 even though such building has not been declared by the governing body, to be dilapidated.
29

30 (11) For the purposes of this subsection:

31
32 a. *Board and securing or boarded and secured* means the closing, boarding
33 or locking of any or all exterior openings so as to prevent entry into the structure; and
34

35 b. *Unsecured building* shall mean any structure which is not occupied by a legal
36 or equitable owner thereof, or by a lessee of a legal or equitable owner, and into which
37 there are one (1) or more unsecured openings such as broken windows, unlocked
38 windows, broken doors, unlocked doors, holes in exterior walls, holes in the roof, broken
39 basement or cellar hatchways, unlocked basement or cellar hatchways or other similar
40 unsecured openings which would facilitate an unauthorized entry into the structure.
41

42 (l) The officers, employees or agents of the city shall not be liable for any damages or loss
43 of property due to the removal of dilapidated buildings performed pursuant to the provisions of
44 this section or as otherwise prescribed by law.
45

1 (m) The provisions of this act shall not apply to any property zoned and used for agricultural
2 purposes.

3
4 **Section 2.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
5 repealed.

6
7 **Section 3.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
8 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
9 of the ordinance.

10
11
12 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
13 Oklahoma, this _____ day of _____, 2022.

14
15
16
17 **THE CITY OF MIDWEST CITY, OKLAHOMA**

18
19
20
21 _____
22 MATTHEW D. DUKES, II, Mayor

23 ATTEST:

24
25 _____
26 SARA HANCOCK, City Clerk

27
28
29 Approved as to form and legality this _____ day of _____, 2022.

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

34
35
36 **Section 4.** EMERGENCY. The City Council declares this ordinance to be an emergency, it being
37 immediately necessary for the preservation of the peace, health and safety of the City of Midwest
38 City and the inhabitants thereof that the provisions of this ordinance be put into full force and
39 effect, an emergency is hereby declared to exist by reason whereof this ordinance shall take effect
40 and be in full force from and after its passage as provided by law.

41
42
43 EMERGENCY CLAUSE PASSED AND APPROVED by the Mayor and the Council of the City
44 of Midwest City, Oklahoma, this _____ day of _____, 2022.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

DONALD D. MAISCH, City Attorney

1 destruction and removal costs. Any action to challenge the order of the city council shall be filed
2 within thirty (30) business days from the date of the order.

3
4 (d) The city council shall determine the actual cost of the dismantling and removal of the
5 dilapidated buildings and any other expenses that may be necessary in conjunction with the
6 dismantling and removal of the buildings, including the cost of notice and mailing. The city clerk
7 shall forward a statement of the actual cost attributable to the dismantling and removal of the
8 buildings and a demand for payment of such costs, by mail to the property owner. In addition, a
9 copy of the statement shall be mailed to any Mortgage holder at the address provided for in
10 paragraph (a) of this section. If the City of Midwest City dismantles or removes any dilapidated
11 buildings, the cost to the property owner shall not exceed the actual cost of the labor,
12 maintenance, and equipment required for the dismantling and removal of the dilapidated
13 buildings. If the dismantling and removal of the dilapidated buildings is done on a private
14 contract basis, the contract shall be awarded to the lowest and best bidder.

15
16 (e) When payment is made to the City of Midwest City for costs incurred, the city clerk shall
17 file a release of lien; but if payment attributable to the actual cost of the dismantling and removal
18 of the buildings is not made within six (6) months from the date of the mailing of the statement
19 to the owner of such property, the city clerk shall forward a certified statement of the amount of
20 the cost to the county treasurer of the county in which the property is located. The costs shall be
21 levied on the property and collected by the county treasurer as are other taxes authorized by law.
22 The costs and the interest thereon shall be the personal obligation of the property owner from and
23 after the date of the notice of dilapidation and lien is filed with the county clerk. The cost and the
24 interest thereon shall be a lien against the property from the date the notice of the lien is filed
25 with the county clerk. The lien shall be co-equal with the lien of ad valorem taxes and all other
26 taxes and special assessments and shall be prior and superior to all other titles and liens against
27 the property. The lien shall continue until the cost is fully paid. At any time prior to collection
28 as provided for in this paragraph, the City of Midwest City may pursue any civil remedy for
29 collection of the amount owing and interest thereon. Upon receiving payment, the city clerk shall
30 forward to the county treasurer a notice of such payment and shall direct discharge of the lien.

31
32 (f) The city manager may designate the building official or code enforcement to carry out
33 the duties of the city council specified in this section. The property owner shall have the right to
34 appeal to the city council from any order of the building official or code enforcement. Such
35 appeal shall be taken by filing a written notice of appeal with the city clerk within ten (10) days
36 after the administrative order of the building official or his designees is rendered. If said appeal
37 is not taken within ten (10) days as provided, the order shall be final and the costs of the action
38 shall be determined as provided.

39
40 (g) For the purposes of this section:

41
42 (1) "Dilapidated building" means:

43
44 (A) a structure which through neglect or injury lacks necessary repairs or
45 otherwise is in a state of decay or partial ruin to such an extent that the structure is a
46 hazard to the health, safety, or welfare of the general public;

1
2 (B) a structure which is unfit for human occupancy due to the lack of necessary
3 repairs and is considered uninhabitable or is a hazard to the health, safety, and welfare of
4 the general public;

5
6 (C) a structure which is determined by the municipal governing body or
7 administrative officer of the municipal governing body to be an unsecured building, as
8 defined by paragraph (k)(11) of this Section, more than three times within any twelve-
9 month period;

10
11 (D) a structure which has been boarded and secured, as defined by paragraph
12 (k)(11) of this Section, for more than six (6) consecutive months; or

13
14 (E) a structure declared by the municipal governing body to constitute a public
15 nuisance; and

16
17 (2) Owner means the owner of record as shown by the most current tax rolls of the
18 county treasurer.

19
20 (h) Nothing in the provisions of this section shall prevent the City of Midwest City from
21 abating a dilapidated building as a nuisance or otherwise exercising its police power to protect
22 the health, safety, or welfare of the general public.

23
24 (i) After a building has been declared dilapidated, as provided in this section, and before the
25 commencement of the tearing and removal of a dilapidated building, the city council of the City
26 of Midwest City may authorize that such a building be boarded and secured.

27
28 (j) The city council may cause the premises on which an unsecured building is located to be
29 cleaned of trash and weeds in accordance with the provisions of Article II, Chapter 27.

30
31 (k) The city council may cause an unsecured building to be boarded and secured in
32 accordance with the dilapidated building procedures contained in this Section.

33
34 For the purposes of this subsection:

35
36 a. *Board and securing or boarded and secured* means the closing, boarding
37 or locking of any or all exterior openings so as to prevent entry into the structure; and

38
39 b. *Unsecured building* shall mean any structure which is not occupied by a legal
40 or equitable owner thereof, or by a lessee of a legal or equitable owner, and into which
41 there are one (1) or more unsecured openings such as broken windows, unlocked
42 windows, broken doors, unlocked doors, holes in exterior walls, holes in the roof, broken
43 basement or cellar hatchways, unlocked basement or cellar hatchways or other similar
44 unsecured openings which would facilitate an unauthorized entry into the structure.
45

1 (l) The officers, employees or agents of the city shall not be liable for any damages or loss
2 of property due to the removal of dilapidated buildings performed pursuant to the provisions of
3 this section or as otherwise prescribed by law.

4
5 (m) The provisions of this act shall not apply to any property zoned and used for agricultural
6 purposes.

7
8 **Section 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby
9 repealed.

10
11 **Section 3. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is for
12 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
13 of the ordinance.

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

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

20
21
22
23 _____
24 MATTHEW D. DUKES, II, Mayor

25 ATTEST:

26
27
28 _____
29 SARA HANCOCK, City Clerk

30
31
32 Approved as to form and legality this _____ day of _____, 2022.

33
34
35 _____
36 DONALD D. MAISCH, City Attorney

37
38
39
40 **Section 4. EMERGENCY.** The City Council declares this ordinance to be an emergency, it being
41 immediately necessary for the preservation of the peace, health and safety of the City of Midwest
42 City and the inhabitants thereof that the provisions of this ordinance be put into full force and
43 effect, an emergency is hereby declared to exist by reason whereof this ordinance shall take effect
44 and be in full force from and after its passage as provided by law.

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

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

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

9
10 ATTEST:

11
12
13 _____
14 SARA HANCOCK, City Clerk

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

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

22



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





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

MEMORANDUM

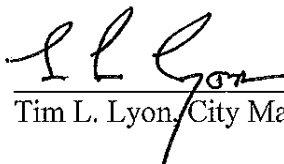
TO: Honorable Mayor and City Council

FROM: Tim Lyon, City Manager

DATE: January 25, 2022

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

Appropriate information will be dispersed during executive session.



Tim L. Lyon, City Manager



FURTHER INFORMATION





The City of

MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT

To: Honorable Mayor and Council

From: Billy Harless, Community Development Director

Date: Tuesday, January 25, 2022

Subject: Monthly Residential and Commercial Building report for December 2021

We processed a large number of Residential Single Family Home and Duplex permits this month. We are still seeing a good number of Commercial Remodels.

Billy Harless, AICP

Community Development Director

BH:ad



The City of Midwest City

Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits Summary - Issued 12/1/2021 to 12/31/2021

Building - Commercial & Industrial

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
12	Com General Electrical Permit	
6	Com General Mechanical Permit	
7	Com General Plumbing Permit	
1	Com New Const Bldg Permit	\$85,000.00
5	Com New Const Electrical Permit	
1	Com New Const Mechanical Permit	
2	Com New Const Plumbing Permit	
6	Com Remodel Bldg Permit	\$927,354.00
2	Com Roofing Permit	\$171,110.00
7	Com Sign Permit	\$15,500.00
Total Value of Building - Commercial & Industrial:		1,198,964.00

Building - Residential

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
7	Res Accessory Bldg Permit	\$153,200.00
1	Res Carport Permit	
13	Res Driveway Permit	
38	Res Duplex New Const Bldg Permit	\$5,646,000.00
6	Res Fence Permit	\$12,031.00
27	Res General Electrical Permit	
21	Res General Mechanical Permit	
67	Res General Plumbing Permit	
4	Res New Const Electrical Permit	
6	Res New Const Mechanical Permit	
16	Res New Const Plumbing Permit	
18	Res Roofing Permit	\$108,114.00
1	Res Single-Fam Addition Bldg Permit	\$750.00
18	Res Single-Fam New Const Bldg Permit	\$3,242,694.00
2	Res Single-Fam Remodel Building Permit	\$165,000.00
1	Res Storm Shelter Permit	\$7,612.00
1	Res Swimming Pool / Hot Tub Permit	\$83,000.00
Total Value of Building - Residential:		9,418,401.00

Grand Total: \$10,617,365.00



The City of Midwest City

Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits by Type - Issued 12/1/2021 to 12/31/2021

Building - Commercial & Industrial

Com New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
12/2/21	5904 SE 15TH ST, 73110	HENDEE, DURWARD	B-21-0792	\$85,000.00
				\$85,000.00

Com Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
12/6/21	6600 E RENO AVE, 73110	Jason Manson	B-21-1730	\$190,000.00
12/8/21	9401 E RENO AVE, 73130	Steve Collins	B-21-1894	\$4,478.00
12/9/21	1212 S AIR DEPOT BLVD, #9, 73110	GOTCHER, NICHOLAS	B-21-2240	\$2,876.00
12/15/21	1621 S DOUGLAS BLVD, C, 73130	COPP, CALE	B-21-0962	\$75,000.00
12/17/21	6811 SE 15TH ST, 73110	SALAZAR, CLEMENTE	B-21-2695	\$15,000.00
12/29/21	6912 E RENO AVE, 73110	Gregory Harding	B-21-1814	\$640,000.00
				\$927,354.00

Com Roofing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
12/9/21	10011 SE 15TH ST, 73130	RESTORATION COATINGS	B-21-2788	\$141,110.00
12/28/21	1621 MAPLE DR, 73110	EXTERIOR SOLUTIONS GROUP	B-21-2946	\$30,000.00
				\$171,110.00

Com Sign Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
12/3/21	6420 SE 15TH ST, 73110	Metro Sign	B-21-2642	\$10,000.00
12/3/21	6420 SE 15TH ST, 73110	Metro Sign Corporation	B-21-2643	\$0.00
12/3/21	5906 SE 15TH ST, 73110	Metro Sign	B-21-2488	\$0.00
12/9/21	1323 GATEWAY PLZ, 73110	Joe Ellison	B-21-2676	\$0.00
12/9/21	1315 GATEWAY PLZ, 73110	Joe Ellison	B-21-2674	\$2,500.00
12/17/21	7211 SE 29TH ST, 73110	DAMIANE HANDA	B-21-1870	\$2,500.00
12/17/21	7211 SE 29TH ST, 73110	DAMIANE HANDA	B-21-1871	\$500.00
				\$15,500.00

Building - Residential

Res Accessory Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
12/2/21	816 S WESTMINSTER RD, 73130	WRIGHT, JOSHUA	B-21-2409	\$50,000.00
12/3/21	1136 LLOYD DR, 73130	MIRAMONTES, RAUL	B-21-2731	\$22,000.00
12/9/21	10128 NE 4TH ST, MWC, OK, 73130	James Headington	B-21-2767	\$5,200.00
12/16/21	2828 N DOUGLAS BLVD, OK, 73141	Jeffrey Matthews	B-21-2775	\$0.00
12/16/21	2001 DORCHESTER RD, 73130	Linda	B-21-2645	\$3,500.00
12/17/21	12425 JAYCIE CIR, MWC, OK, 73130	Chester Lyles	B-21-2740	\$60,000.00
12/30/21	11280 ROEFAN RD, MWC, OK, 73130	Rodney Payne	B-21-2806	\$12,500.00
				\$153,200.00

Res Carport Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
12/14/21	1629 WALTZ WAY, 73130	Rick Bridges	B-21-2717	

Res Driveway Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
12/6/21	13271 SAWTOOTH OAK RD, 73020	RAYOS CONCRETE	B-21-2757	
12/6/21	13259 SAWTOOTH OAK RD, 73020	RAYOS CONCRETE	B-21-2758	
12/6/21	13239 SAWTOOTH OAK RD, 73020	RAYOS CONCRETE	B-21-2760	
12/7/21	8525 NE 17TH ST, 73141	AASCO	B-21-2725	
12/7/21	1629 WALTZ WAY, 73130	CHAD ALAN DESIGN	B-21-2720	
12/7/21	10509 TURTLE BACK DR, 73130	MARRUFO CONCRETE	B-21-2769	
12/13/21	10493 TURTLE BACK DR, 73130	MARRUFO CONCRETE	B-21-2812	
12/13/21	10485 TURTLE BACK DR, 73130	MARRUFO CONCRETE	B-21-2814	
12/17/21	10316 NE 7TH ST, 73130	AM CONSTRUCTION	B-21-2881	
12/20/21	2021 CREEKRIDGE DR, 73141	FUAB CONSTRUCTION LLC	B-21-2896	
12/28/21	2313 SANDRA DR, 73110	FITZS WELDING & CONSTRUCTION	B-21-2943	
12/29/21	2013 SANDRA DR, 73110	FITZS WELDING & CONSTRUCTION	B-21-2945	
12/30/21	1002 RYAN RIDGE CT, 73130	AM CONSTRUCTION	B-21-2973	

Res Duplex New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
12/17/21	8762 PATRIOT DR, 73110	Laura Ramer	B-21-2605	\$150,000.00
12/17/21	8760 PATRIOT DR, 73110	Laura Ramer	B-21-2604	\$150,000.00
12/17/21	8780 PATRIOT DR, 73110	Laura Ramer	B-21-2592	\$150,000.00
12/17/21	8778 PATRIOT DR, 73110	Laura Ramer	B-21-2591	\$150,000.00
12/17/21	8768 PATRIOT DR, 73110	Laura Ramer	B-21-2599	\$150,000.00
12/17/21	8766 PATRIOT DR, 73110	Laura Ramer	B-21-2595	\$150,000.00
12/22/21	8784 PATRIOT DR, 73110	Laura Ramer	B-21-2589	\$150,000.00
12/22/21	8772 PATRIOT DR, 73110	Laura Ramer	B-21-2593	\$150,000.00
12/22/21	8774 PATRIOT DR, 73110	Laura Ramer	B-21-2594	\$150,000.00
12/22/21	8786 PATRIOT DR, 73110	Laura Ramer	B-21-2590	\$150,000.00
12/22/21	212 SPIRIT DR, 73110	Laura Ramer	B-21-2606	\$150,000.00
12/22/21	210 SPIRIT DR, 73110	Laura Ramer	B-21-2607	\$150,000.00
12/22/21	218 SPIRIT DR, 73110	Laura Ramer	B-21-2608	\$150,000.00
12/22/21	216 SPIRIT DR, 73110	Laura Ramer	B-21-2609	\$150,000.00
12/22/21	224 SPIRIT DR, 73110	Laura Ramer	B-21-2610	\$150,000.00
12/22/21	222 SPIRIT DR, 73110	Laura Ramer	B-21-2611	\$150,000.00
12/22/21	215 SPIRIT DR, 73110	Laura Ramer	B-21-2612	\$150,000.00
12/22/21	9070 NE 13TH ST, UNTI 7 & 8 73130	Adam Stephens	B-21-2726	\$0.00
12/22/21	9070 NE 13TH ST, UNIT 5 & 6 73130	Adam Stephens	B-21-2723	\$246,000.00
12/22/21	213 SPIRIT DR, 73110	Laura Ramer	B-21-2613	\$150,000.00
12/22/21	219 SPIRIT DR, 73110	Laura Ramer	B-21-2617	\$150,000.00
12/22/21	221 SPIRIT DR, 73110	Laura Ramer	B-21-2616	\$150,000.00
12/22/21	225 SPIRIT DR, 73110	Laura Ramer	B-21-2621	\$150,000.00
12/22/21	227 SPIRIT DR, 73110	Laura Ramer	B-21-2620	\$150,000.00
12/22/21	231 SPIRIT DR, 73110	Laura Ramer	B-21-2625	\$150,000.00
12/22/21	233 SPIRIT DR, 73110	Laura Ramer	B-21-2624	\$150,000.00
12/22/21	237 SPIRIT DR, 73110	Laura Ramer	B-21-2629	\$150,000.00
12/22/21	236 SPIRIT DR, 73110	Laura Ramer	B-21-2618	\$150,000.00
12/22/21	239 SPIRIT DR, 73110	Laura Ramer	B-21-2628	\$150,000.00
12/22/21	243 SPIRIT DR, 73110	Laura Ramer	B-21-2631	\$150,000.00
12/22/21	245 SPIRIT DR, 73110	Laura Ramer	B-21-2630	\$150,000.00
12/22/21	228 SPIRIT DR, 73110	Laura Ramer	B-21-2615	\$150,000.00
12/22/21	230 SPIRIT DR, 73110	Laura Ramer	B-21-2614	\$150,000.00
12/22/21	240 SPIRIT DR, 73110	Laura Ramer	B-21-2623	\$150,000.00
12/22/21	242 SPIRIT DR, 73110	Laura Ramer	B-21-2622	\$150,000.00

12/22/21	234 SPIRIT DR, 73110	Laura Ramer	B-21-2619	\$150,000.00
12/22/21	246 SPIRIT DR, 73110	Laura Ramer	B-21-2627	\$150,000.00
12/22/21	248 SPIRIT DR, 73110	Laura Ramer	B-21-2626	\$150,000.00

\$5,646,000.00

Res Fence Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
12/10/21	325 MARGENE DR, MWC, OK, 73130	Aaron Latham	B-21-2462	\$3,500.00
12/14/21	3412 N IDYLWILD DR, 73110	HARPER	B-21-2778	\$350.00
12/16/21	6636 SE 5TH ST, 73110	Matthew Deitz	B-21-2750	\$1.00
12/17/21	612 N POST RD, OK, 73130	Christina Foster	B-21-2299	\$6,000.00
12/23/21	2205 SAINT MARK, 73141	BARTHELEMY, JOHN	B-21-2865	\$180.00
12/29/21	11516 DEVONBROOK CT, 73130	Pam McMichael	B-21-2854	\$2,000.00

\$12,031.00

Res General Plumbing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
12/1/21	208 CHARLES AVE, 73130	CROSSETT, JOHN	B-21-2718	
12/3/21	3401 MEADOWBROOK DR, 73110	STANLEY, BRANDON W	B-21-2694	
12/3/21	2312 FOREST GLEN DR, 73020	HOMEOWNERS ASSOCIATION	B-21-2739	

Res Roofing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
12/1/21	3732 ROLLING LANE CIR, 73110	SYCAMORE ROOFING	B-21-2706	\$9,000.00
12/1/21	224 W KERR DR, 73110	SYCAMORE ROOFING	B-21-2707	\$4,000.00
12/1/21	116 E MORNINGSIDE DR, 73110	SYCAMORE ROOFING	B-21-2709	
12/1/21	1318 ALVIOLA AVE, 73110	MHM CONSTRUCTION	B-21-2716	
12/1/21	403 ELM ST, 73110	PARKER BROTHERS ROOFING	B-21-2722	
12/1/21	9913 FOX FAIR HOLLOW, 73130	MHM CONSTRUCTION	B-21-2724	
12/7/21	3010 EDGEWOOD DR, 73110	VAN DE STEEG & ASSOCIATES	B-21-2765	\$17,144.00
12/7/21	925 W MITCHELL DR, 73110	J & M ROOFING & SUPPLY CO	B-21-2772	
12/9/21	306 BLUE SPRUCE DR, 73130	MHM CONSTRUCTION	B-21-2791	
12/14/21	2612 S ANDERSON RD, 73130	RESTORE MASTERS	B-21-2827	\$10,000.00
12/14/21	2603 OUTPOST DR, 73141	PARKER BROTHERS ROOFING	B-21-2831	\$6,500.00
12/15/21	201 GRANDVIEW RD, 73130	PARKER BROTHERS ROOFING	B-21-2847	\$3,600.00
12/15/21	9429 SE 29TH ST, 73130	PARKER BROTHERS ROOFING	B-21-2848	
12/20/21	205 W STEED DR, 73110	J & M ROOFING & SUPPLY CO	B-21-2885	\$13,000.00
12/22/21	125 COUNTRY CLUB CIR, 73110	EVANS ROOFING	B-21-2916	\$13,970.00
12/28/21	3112 BIG OAK DR, 73110	PARKER BROTHERS ROOFING	B-21-2941	\$10,100.00
12/29/21	9709 CREST DR, 73130	MITCHELL CONSTRUCTOIN & RENOVATION	B-21-2953	\$12,000.00
12/29/21	1354 TINA DR, 73110	PARKER BROTHERS ROOFING	B-21-2963	\$8,800.00

\$108,114.00

Res Single-Fam Addition Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
12/29/21	717 E BOUSE DR, MWC, OK, 73110	Robert Lin	B-21-2719	\$750.00

\$750.00

Res Single-Fam New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
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12/1/21	10113 ST PATRICK DR	BARRON CONSTRUCTION	B-21-0295	\$110,000.00
12/2/21	2920 N GLENHAVEN DR, 73110	Robert Smith	B-21-2450	\$150,000.00
12/15/21	1014 RYAN RIDGE CT, 73130	Monarch Homes, LLC	B-21-2708	\$263,000.00
12/16/21	1018 RYAN RIDGE CT, 73130	Monarch Homes, LLC	B-21-2710	\$253,000.00
12/16/21	2408 CATTAIL CT, 73130	Home Creations, Inc.	B-21-2579	\$158,500.00
12/16/21	2400 CATTAIL CT, 73130	Home Creations, Inc.	B-21-2535	\$177,500.00
12/16/21	2404 CATTAIL CT, 73130	Home Creations, Inc.	B-21-2578	\$177,000.00
12/16/21	2401 CATTAIL CT, 73130	Home Creations, Inc	B-21-2536	\$158,000.00
12/16/21	2409 CATTAIL CT, 73130	Home Creations, Inc	B-21-2427	\$170,784.00
12/16/21	2418 CATTAIL CIR, 73130	Home Creations, Inc.	B-21-2417	\$182,000.00
12/16/21	10452 CATTAIL TER, 73130	Home Creations, Inc.	B-21-2329	\$177,500.00
12/16/21	2405 CATTAIL CT, 73130	Home Creations, Inc.	B-21-2437	\$181,410.00
12/17/21	1019 RYAN RIDGE CT, 73130	Monarch Homes, LLC	B-21-2711	\$257,000.00
12/17/21	712 CHRISTINE DR, MWC, OK, 73130	Ana Hernandez	B-21-2041	\$150,000.00
12/23/21	10305 E RENO AVE, 73130	FRAZE ENTERPRISES LLC	B-21-2548	\$315,000.00
12/28/21	13243 SAWTOOTH OAK RD, 73020	Melissa Mallory	B-21-0541	\$214,000.00
12/28/21	13247 SAWTOOTH OAK RD, 73020	Melissa Mallory	B-21-0793	\$148,000.00
12/30/21	13255 SAWTOOTH OAK RD, 73020	Melissa Mallory	B-21-1564	\$0.00

\$3,242,694.00

Res Single-Fam Remodel Building Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
12/2/21	5821 SE 9TH ST, MWC, OK, 73110	James Joyce	B-21-2566	\$65,000.00
12/6/21	1600 SANDRA DR, 73110	Kristi Stemper	B-21-2117	\$100,000.00

\$165,000.00

Res Storm Shelter Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
12/7/21	420 PINE HURST DR, 73130	Lori & Joseph Baker	B-21-2702	\$7,612.00

\$7,612.00

Res Swimming Pool / Hot Tub Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
12/10/21	13188 SE 17TH ST, MWC, OK, 73020	Anthony Bell	B-21-2752	\$83,000.00

\$83,000.00

Grand Total: \$10,617,365.00



The City of Midwest City

Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Inspections Summary - Inspected 12/1/2021 to 12/31/2021

<u>Inspection Description</u>	<u>Count</u>
Accessory Bldg Inspection	2
Buildings - CO Inspection & Sign Off	7
Buildings - CO Reinspection & Sign Off	2
Com Building Final Inspection	4
Com Building Final Reinspection	1
Com Drainage 1 Inspection	1
Com Drainage2 Inspection	1
Com Drainage3 Inspection	1
Com Drainage4 Inspection	1
Com Drainage5 Inspection	1
Com Driveway Inspection	2
Com Duct Smoke Detector Retest/Reinspection	2
Com Duct Smoke Detector Test/Inspection	7
Com Electrical Ceiling Inspection	2
Com Electrical Ceiling Reinspection	2
Com Electrical Final Inspection	2
Com Electrical Final Reinspection	2
Com Electrical Ground Inspection	1
Com Electrical Rough-in Inspection	1
Com Electrical Service Inspection	7
Com Electrical Service Reinspection	6
Com Electrical Wall Inspection	1
Com Electrical Wall Reinspection	1
Com Footing & Building Setback Inspection	2
Com Framing Inspection	4
Com Framing Reinspection	1
Com Gas Meter Inspection	1
Com Gas Piping Inspection	2
Com Grease Trap Final Inspection	3
Com Grease Trap Final Reinspection	1
Com Grease Trap Rough Inspection	2
Com Mechanical Ceiling Inspection	1
Com Mechanical Final Inspection	1
Com Mechanical Rough-in Inspection	1
Com Plumbing Final Inspection	4
Com Plumbing Final Reinspection	1
Com Plumbing Ground Inspection	3
Com Plumbing Ground Reinspection	2
Com Plumbing Rough-in Inspection	3
Com Sewer Service Inspection	2
Com Water Service Line Inspection	1
County Health - CO Inspection & Sign Off	2
Electrical Generator Inspection	4
Electrical Generator Reinspection	1
Fire - CO Inspection & Sign Off	11
Fire - CO Reinspection & Sign Off	1

General Inspection	6
Hot Water Tank Inspection	17
Hot Water Tank Reinspection	1
Mechanical Change Out Inspection	11
Mechanical Change Out Reinspection	3
OMMA CC Inspection - Buildings	2
OMMA CC Inspection - Fire	2
OMMA CC Inspection - Planning	1
Planning - CO Inspection & Sign Off	5
Pre-Con Site Inspection/Meeting	51
Res Drainage1 Inspection	2
Res Drainage2 Inspection	2
Res Driveway Inspection	9
Res Driveway Reinspection	2
Res Electrical Final Inspection	7
Res Electrical Final Reinspection	2
Res Electrical Pool Bonding Inspection	5
Res Electrical Pool Bonding Reinspection	1
Res Electrical Rough-in Inspection	5
Res Electrical Rough-in Reinspection	7
Res Electrical Service Inspection	14
Res Electrical Service Reinspection	8
Res Fence Inspection	2
Res Footing & Building Setback Inspection	11
Res Footing & Building Setback Reinspection	1
Res Framing Inspection	9
Res Framing Reinspection	1
Res Gas Meter Inspection	12
Res Gas Meter Reinspection	1
Res Gas Piping Inspection	12
Res Gas Piping Reinspection	1
Res Insulation Inspection	4
Res Mechanical Final Inspection	7
Res Mechanical Final Reinspection	1
Res Mechanical Rough-in Inspection	7
Res Mechanical Rough-in Reinspection	2
Res Plumbing Final Inspection	4
Res Plumbing Ground Inspection	15
Res Plumbing Rough-in Inspection	5
Res Plumbing Rough-in Reinspection	2
Res Retaining Wall Inspection	1
Res Sewer Service Inspection	28
Res Sewer Service Reinspection	1
Res Temporary Electrical Pole Inspection	2
Res Termite Inspection	1
Res Water Service Line Inspection	19
Res Water Service Line Reinspection	2
Residential Meter Tap Inspection	1
Sewer Cap Inspection	1
Utilities - CO Inspection & Sign Off	2
<hr/>	
Total Number of Inspections:	429

**MINUTES OF MIDWEST CITY BOARD OF ADJUSTMENT SPECIAL MEETING
December 7, 2021 – 5:30 P.M.**

This special meeting of the Midwest City Board of Adjustment was held in the City Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on December 7, 2021, with the following members present:

Present: Jess Huskey
 Frank Young
 Cy Valandjad

Absent: Charles McDade
 Tammy Cook

Staff present: Kellie Gilles, Planning Manager
 Michael Pugh, Associate Current Planner
 Billy Harless, Community Development Director

The meeting was called to order by Huskey at 5:30 P.M.

A. MINUTES:

A motion was made by Young, seconded by Valanejad, to approve the minutes of the meeting of October 5, 2021 as presented. Voting aye: Young, Valanejad and Huskey. Nay: none. Motion carried.

B. NEW MATTERS:

1. **(BA-410) Discussion and consideration for adoption, including any possible amendment of an application for a variance to the requirement that accessory shall be located in the rear yard of residential lots as outlined in Section 5.7.7(F) of the Zoning Ordinance, for the property located at 2828 N. Douglas Blvd.**

Staff gave a brief overview of this item. The applicant, Jeff Matthews of 2828 N. Douglas, was present and addressed the Board members. There was general discussion about the application. John Earle of 2305 S. Webster addressed the Board.

The Board members addressed the following criteria for the variance:

1. The application of the ordinance to the particular piece of property would create an unnecessary hardship. Is there a motion to make a finding of such an unnecessary hardship? A motion was made by Young, seconded by Valanejad, to make a finding of an unnecessary hardship. Voting aye: Young, Valanejad and Huskey. Voting nay: None. Motion carried.

2. Such conditions are peculiar to the particular piece of property. Is there a motion to make a finding of such peculiar condition? A motion was made by Young, seconded by Huskey to make a finding of a peculiar condition. Voting aye: Young and Huskey. Voting nay: Valanejad. Motion carried.
3. Relief, if granted, would not cause substantial detriment to the public good, or impair the purposes and intent of the ordinance or the comprehensive plan. Is there a motion to make such a finding? A motion was made by Young, seconded by Valanejad to make such a finding. Voting aye: Young, Valanejad and Huskey. Voting nay: None. Motion carried.
4. The variance, if granted, would be the minimum necessary to alleviate the unnecessary hardship. Is there a motion to make such a finding? A motion was made by Young, seconded by Huskey to make a finding that the variance was the minimum necessary to alleviate the unnecessary hardship. Voting aye: Young and Huskey. Voting nay: Valanejad. Motion carried.

A motion was made by Young, seconded by Huskey, to approve the variance application. Voting aye: Young and Huskey. Voting nay: Valanejad. Motion carried.

C. **BOARD DISCUSSION:** None

D. **PUBLIC DISCUSSION:** None.

There being no further business, a motion was made by Young, seconded by Valanejad, to adjourn the meeting. Voting aye: Young, Valanejad and Huskey. Nay: none. Motion carried.

The meeting adjourned at 5:50 P.M.

JESS HUSKEY, Chairperson

KG



MUNICIPAL AUTHORITY AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard
January 25, 2022 – 6:01 PM

Presiding members: Chairman Matt Dukes

Trustee Susan Eads

Trustee Sean Reed

General Manager Tim Lyon

Trustee Pat Byrne

Trustee Christine Allen

Secretary Sara Hancock

Trustee Española Bowen

Trustee Rick Favors

Counsel Don Maisch

A. CALL TO ORDER.

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

1. Discussion and consideration for adoption, including any possible amendment, of the December 14, 2021 meeting minutes. (Secretary - S. Hancock)

2. Discussion and consideration for adoption, including any possible amendment of, the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending November 30, 2021 and December 31, 2021. (City Manager - T. Lyon)

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

D. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City Municipal Authority Minutes

December 14, 2021

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

Chairman Matt Dukes called the meeting to order at 8:48 PM with the following members present:

Trustee Susan Eads	Trustee Sean Reed	City Manager Tim Lyon
Trustee Pat Byrne		Secretary Sara Hancock
Trustee Española Bowen	Trustee Rick Favors City	Attorney Don Maisch

Absent: Trustee Christine Allen

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

1. Discussion and consideration for adoption, including any possible amendment of, the October 26, 2021 meeting minutes.
2. Discussion and consideration for adoption, including any possible amendment of, the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending October 31, 2021.
3. Discussion and consideration for adoption, including any possible amendment of, a land lease contract with Harmoni Towers, LLC, at \$1,000.00 per month over the next five (5) years, for construction and operation of a cell phone tower.

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

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:49PM.

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 25, 2022

RE: Discussion and consideration for adoption, including any possible amendment of, the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending November 30, 2021 and December 31, 2021.

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 2021-2022	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
Revenue												
Budgeted (MTD)	218,175	269,249	277,204	320,392	287,445	230,076						
Actual (MTD)	165,309	267,937	203,272	242,338	106,151	94,137						
Budgeted (YTD)	218,175	487,424	764,628	1,085,020	1,372,465	1,602,541						
Actual (YTD)	165,309	433,247	636,518	878,856	985,007	1,079,144						
Expenses												
Budgeted (MTD)	276,863	304,951	298,180	318,622	307,935	281,813						
Actual (MTD)	217,027	271,844	249,791	246,471	124,488	164,155						
Budgeted (YTD)	276,863	581,814	879,994	1,198,616	1,506,551	1,788,364						
Actual (YTD)	217,027	488,872	738,663	985,134	1,109,622	1,273,777						
Revenue vs. Expenses												
Budgeted (MTD)	(56,688)	(35,702)	(20,976)	1,770	(20,490)	(51,737)						
Actual (MTD)	(51,718)	(3,907)	(46,520)	(4,133)	(18,337)	(70,017)						
Budgeted (YTD)	(56,688)	(94,390)	(115,366)	(113,596)	(134,086)	(185,823)						
Actual (YTD)	(51,718)	(55,625)	(102,145)	(106,278)	(124,615)	(194,633)						
Key Indicators												
Hotel Room Revenue	140,152	138,336	115,422	135,084	1,266	2,150						
Food and Banquet Revenue	21,229	120,339	76,791	97,591	91,680	91,702						

Fiscal Year 2020-2021	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21
Revenue												
Budgeted (MTD)	343,261	453,583	525,877	507,546	455,087	297,747	227,478	357,427	514,440	483,447	447,593	415,608
Actual (MTD)	209,220	96,171	166,050	141,030	196,284	98,762	110,610	119,566	178,607	183,566	128,960	228,854
Budgeted (YTD)	343,261	796,844	1,322,721	1,830,267	2,285,354	2,583,101	2,810,579	3,168,006	3,682,446	4,165,893	4,613,486	5,029,094
Actual (YTD)	209,220	305,391	471,441	612,471	808,756	907,517	1,018,127	1,137,693	1,316,301	1,499,867	1,628,827	1,857,681
Expenses												
Budgeted (MTD)	402,630	455,299	469,746	481,160	435,035	370,311	312,141	359,557	443,494	451,607	419,406	410,317
Actual (MTD)	206,494	166,450	189,154	173,890	187,703	140,339	168,038	152,009	184,421	208,906	174,967	241,097
Budgeted (YTD)	402,630	857,929	1,327,675	1,808,835	2,243,910	2,614,221	2,926,362	3,285,919	3,729,413	4,181,020	4,600,426	5,010,743
Actual (YTD)	206,494	372,944	562,098	735,987	923,690	1,064,029	1,232,066	1,384,076	1,568,497	1,777,403	1,952,369	2,193,466
Revenue vs. Expenses												
Budgeted (MTD)	(59,369)	(1,716)	56,131	26,386	20,912	(72,564)	(84,663)	(2,130)	70,946	31,840	28,187	5,291
Actual (MTD)	2,726	(68,563)	(23,104)	(32,859)	8,582	(41,577)	(57,428)	(32,443)	(5,814)	(25,340)	(46,006)	(12,242)
Budgeted (YTD)	(59,369)	(61,085)	(4,954)	21,432	41,444	(31,120)	(115,783)	(117,913)	(46,967)	(15,127)	13,060	18,351
Actual (YTD)	2,726	(67,553)	(90,657)	(123,516)	(114,935)	(156,511)	(213,939)	(246,383)	(252,196)	(277,536)	(323,543)	(335,785)



NEW BUSINESS/
PUBLIC DISCUSSION





MEMORIAL HOSPITAL AUTHORITY AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard
January 25, 2022 – 6:02 PM

Presiding members: Chairman Matt Dukes

Trustee Susan Eads

Trustee Sean Reed

General Manager Tim Lyon

Trustee Pat Byrne

Trustee Christine Allen

Secretary Sara Hancock

Trustee Española Bowen

Trustee Rick Favors

Counsel Don Maisch

A. **CALL TO ORDER.**

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

1. Discussion and consideration for adoption, including any possible amendment, of the December 14, 2021 meeting minutes. (Secretary - S. Hancock)

2. Discussion and consideration for adoption, including any possible amendment, of an agreement with SSM Health to lease a portion of 301 N Midwest BLVD for an off-premise sign. (Economic Development - R. Coleman)

3. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following fund for FY 2021-2022, increase: Hospital Authority Fund, revenue/Miscellaneous (90) \$94,600: expenditures/Hospital Authority (90) \$11,294,600. (Finance - T. Cromar)

C. **DISCUSSION ITEMS.**

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

D. **NEW BUSINESS/PUBLIC DISCUSSION.** In accordance with State Statute Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the Agenda is for members of the public to speak to the 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.**

E. EXECUTIVE SESSION.

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

F. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City Memorial Hospital Authority Minutes

December 14, 2021

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

Chairman Matt Dukes called the meeting to order at 8:49 PM with the following members present:

Trustee Susan Eads	Trustee Sean Reed	City Manager Tim Lyon
Trustee Pat Byrne		Secretary Sara Hancock
Trustee Española Bowen	Trustee Rick Favors	City Attorney Don Maisch

Absent: Trustee Christine Allen

DISCUSSION ITEMS.

- 1. Discussion and consideration for adoption, including any possible amendment of the November 9, 2021 regular meeting minutes.** Eads made motion to approve the minutes, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Favors and Dukes. Nay: None. Absent: Allen. Motion carried.
- 2. Discussion and consideration of adoption, including any possible amendment, of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No action needed.

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

At 8:51 PM Eads made motion to recess, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Favors and Dukes. Nay: None. Absent: Allen.

At 9:01 PM Eads made motion to reconvene, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Favors and Dukes. Nay: None. Absent: Allen.

EXECUTIVE SESSION.

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

At 9:01 PM Eads made a motion to enter into Executive Session, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Favors and Dukes. Nay: None. Absent: Allen.

At 10:18 PM Reed made motion to return to open session, seconded by Bowen, Voting aye: Eads, Byrne, Bowen, Reed, Favors and Dukes. Nay: None. Absent: Allen.

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

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 10:19 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

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: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: January 25, 2022

Subject: Discussion and consideration for adoption, including any possible amendment, of an agreement with SSM Health to lease a portion of 301 N Midwest BLVD for an off-premise sign.

SSM Health has a free-standing, off-premise sign in the median on Parklawn Drive at E Reno Avenue that demarks the southern entrance to the Hospital. A second permit for a similar sign has been requested for the eastern entrance at the NW corner of N Midwest Avenue and National Avenue on property now owned by the Authority. As before, the installation of the sign will require a variance.

The proposed agreement allows SSM to lease approximately 13.6 ft.² of our 75,358 ft.² lot for \$1. It also provides the City/Authority liability protection by requiring insurance and indemnification. The agreement carries a 15 year term with additional five year renewals unless SSM opts out of the Hospital Lease, at which time this agreement would terminate.

The approval of this agreement is contingent upon the approval of the necessary zoning variance leading to the issuance of a sign permit.

Please contact Robert Coleman, Economic Development Director, at (405) 739-1218 with any question.

Respectfully,

Tim Lyon, General Manager/Administrator

Enc: Sign Permit Application from G&S Sign Services on behalf of SSM Health Agreement
(Also see variance request on the Midwest City Council agenda.)

SIGN LEASE AGREEMENT

Structure Location: 301 N Midwest Boulevard, Midwest City, OK

This **AGREEMENT of LEASE** made this _____ day of _____ 20____, by and between the Midwest City Memorial Hospital Authority hereinafter referred to as LESSOR and SSM Health Care of Oklahoma, Inc, d/b/a SSM Health hereinafter referred to as LESSEE, witnesseth that:

LESSOR does hereby lease to LESSEE for the purpose of outdoor advertising one off-premises advertising display 8.167 ft. x 15 ft. (122.49 ft.²) Sign Structure (herein "Sign") located at _____ N Midwest Boulevard, Midwest City, OK, the legal description of said location for the sign is attached hereto as "Attachment A". Said display located with placement so as to be observed from northbound and southbound traffic on N Midwest Boulevard.

LESSEE Agrees and hereby promises to Pay the LESSOR a one-time payment in the sum of One Dollar (\$1) PAYABLE IN ADVANCE, and other just consideration. Furthermore, LESSEE agrees to pay all costs associated with the installation of the Sign and installation and connection to electrical service if so desired. LESSEE also agrees to absorb the monthly cost of such electric service to the Sign for the duration of this Agreement.

LESSEE may make additions or deletions to displays at their own expense and agrees to assume all liability for same. Any amendments, alterations or other changes to the Sign must be approved in advance by the LESSOR, who agrees not to unreasonably withhold such approval. LESSEE also agrees to obtain City permits for any such alterations where required and to maintain the sign in good order for the duration of the Agreement. LESSEE shall be responsible for making appropriate repairs to the Sign.

HOLD HARMLESS: The LESSEE AGREES TO SAVE AND HOLD LESSOR AND THE CITY OF MIDWEST CITY HARMLESS from any and all claims or demands because of damage caused by or resulting from any display covered by this agreement. The LESSEE agrees to save and hold LESSOR harmless from any and all liability, claims or demands on account of bodily injury or physical property damage caused by or resulting from any negligent or willful act of the LESSEE with regard to any display, installation or labor authorized by this agreement, specifically including but not limited to any acts with regard to the use of auxiliary advertising panels, pictorial illustrations, changeable copy letters or numerals, or other devices on or to the advertising display(s) herein authorized, or on account of any allegation that the use of any name, picture or other materials in any display authorized by this agreement is illegal, unauthorized or damaging in any way to any person or other legal entity.

The LESSEE agrees to carry at its own expense adequate Public Liability Insurance in an amount of no less than \$1 Million naming the City of Midwest City and the Midwest City Memorial Hospital Authority as additional insured, and covering all such contingencies so long as this Agreement shall remain in effect.

LESSEE FURTHER AGREES TO SAVE THE LESSOR AND THE CITY OF MIDWEST CITY HARMLESS from any and all claims or demands on account of damage caused by or removal of display (or partial removal) resulting from federal, state or city authorities, laws, rules, condemnation, fires, natural disasters, acts of God and vandalism. In the event of any of the aforementioned, LESSOR shall

not charge rental for that period of time after removal of the advertising display. The LESSEE AGREES TO SAVE AND HOLD LESSOR AND THE CITY OF MIDWEST CITY HARMLESS FROM ANY AND ALL CLAIMS OR DEMANDS OR DAMAGES CAUSED BY OR RESULTING FROM AFOREMENTIONED and this lease agreement shall then become null and void.

The City of Midwest City and its trusts are covered by the Oklahoma Tort Claims Act at 51 O.S. Sec. 151 et seq. Any claims for damages against the City of Midwest City or its trusts must be filed and comply with the requirements of the Oklahoma Tort Claims Act.

UNAUTHORIZED REPRESENTATIONS. Neither party hereto shall be bound by any agreement nor is representation, expressed or implied, not contain herein. The LESSEE hereby acknowledges that no representations, agreements, or promises whatsoever have been made to the LESSEE other than those specifically stated herein. This contract is a final and complete agreement between the parties hereto, and may not be modified, supplemented, explained or waived by parole evidence, nor by a course of dealing, nor in any other way except by a modification or change reduced to writing and signed by authorized the LESSEE and LESSOR. Each person signing this contract, on behalf of the respective party represented warrants that it has full authority to do so.

TERMINATION: This Agreement shall remain intact for fifteen (15) years or for the duration of the LESSEE's operation and tenancy of the Midwest City Memorial Hospital, 2825 Parklawn Drive (the "Hospital"), whichever ends first. It shall be renewable in increments of five (5) years thereafter.

It shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, successors, administrators, and assigns. The Agreement shall be deemed as "null and void" immediately following the expiration of the Agreement or upon the LESSEE vacating the Hospital or by either party with thirty (30) days advance notice, whichever occurs first.

It shall be the LESSEE's responsibility to remove the Sign and all appurtenances upon termination of the Agreement. The Sign shall become the property of the LESSOR if it is not removed within thirty (30) days following the termination of the Agreement.

ACCEPTANCE of CONTRACT: This contract shall be deemed to have been executed and its terms enforceable only upon the acceptance hereof by LESSOR either by the commencement of performance or by formal written acceptance below. Following such acceptance, it shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, successors, administrators, executors and assigns.

The laws of the State of Oklahoma shall be used to interpret this Agreement. Any legal action arising from the contract must be filed in the proper State or Federal Court located in Oklahoma County.

LESSOR reserves the exclusive right to assign their rights pertaining to this lease to heirs, successors, and/or any other third parties. LESSEE agrees not to sublease any portion of the Sign without written approval from the LESSOR.

INVALIDATION of any part of this lease agreement by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. This Agreement, any attachments,

and any future amendments to it shall serve as the total and complete contract between the parties. No terms and conditions that fall outside the contract, attachments to the contract or amendments shall be construed as being a part of the contract.

LOSS. If, during the term of this agreement, the Sign is so damaged by fire or other casualty, not occurring through negligence of LESSEE or its agents, invitees or employees, that the Sign is rendered wholly unfit for use, and if the same is not reasonably expected to be repaired within one hundred eighty (180) days after such damage, this agreement shall terminate, at the option of LESSOR or LESSEE (to be exercised, if at all, within thirty (30) days after the date of such damage, or earlier upon demand of either party), as of the date of such damage, and in such case. If such damage is reasonably expected to be capable of being repaired within one hundred eighty (180) days after the occurrence, then LESSOR may, at its option, (a) terminate this Lease as of the date of such occurrence; or (b) LESSOR may enter upon and repair same without affecting this agreement. If the agreement has not been terminated in accordance with the provisions hereof, and if the Sign is so damaged by such fire or other casualty as not to be rendered wholly unfit for occupancy, LESSOR shall repair same with reasonable promptness.

NOTICE. Any notice or communication required or permitted to be given under this agreement shall be served personally, sent by United States certified mail or sent by email to the addresses contained below.

If to LESEE:

Midwest City Memorial Hospital Authority
100 N Midwest Boulevard
Midwest City, OK 73110
(405) 739-1204
Attention: General Manager/Administrator
Email: tlyon@MidwestCityOK.org

If to LESSOR:

SSM Health
Attn: Contracts
10101 Woodfield Lane
St. Louis, MO 63132
Email: ContractNotices@ssmhealth.com

LESSOR's Representation and Warranty. LESSOR represents and warrants to LESSEE that LESSOR and its owners, employees, agents and any subcontractors that will perform work pursuant to this agreement (collectively "Personnel") are not: (i) listed on the System for Award Management website ("sam.gov") with an active exclusion; (ii) listed on the Office of the Inspector General's website ("oig.hhs.gov"); (iii) suspended or excluded from participation in any federal health care programs as defined under 42 U.S.C. § 1320a-7b(f); or (iv) suspended or excluded from participation in any form of state Medicaid program ((i)-(iv) collectively, "Government Payor Programs"). LESSOR also represents and warrants that to the best of its knowledge there are no pending or threatened governmental investigations that may lead to suspension or exclusion of LESSOR or Personnel from Government Payor Programs or may be cause for listing on sam.gov or oig.hhs.gov (collectively, an "Investigation"). LESSOR shall notify LESSEE of the commencement of any Investigation, suspension or exclusion from Government Payor Programs within three (3) business days of LESSOR's first learning of it. LESSEE shall have the right to immediately terminate this Agreement upon learning of any such Investigation,

suspension or exclusion. LESSEE shall be kept apprised by LESSOR in a timely manner of the status of any such Investigation. LESSOR shall indemnify, defend and hold LESSEE harmless from any claims, liabilities, fines and expenses (including reasonable attorneys' fees) incurred as a result of LESSOR's breach of this paragraph.

TIME IS OF THE ESSENCE OF THIS AGREEMENT. This lease agreement and information inserted herein have been carefully read and are fully understood, and the provisions herein correctly state the intentions of the undersigned.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
ACCEPTED BY:

Lessee _____ **Date** _____

Lessor _____ **Date** _____

Address of Lessor:

Midwest City Memorial Hospital Authority
100 N Midwest Boulevard
Midwest City, OK 73110
(405) 739-1204
Attention: General Manager/Administrator
Email: tlyon@MidwestCityOK.org

Address of Lessee:

SSM Health Care of Oklahoma, Inc.
1000 N. Lee
Oklahoma City, OK 73102
Attn: General Counsel
Email: ContractNotices@ssmhealth.com

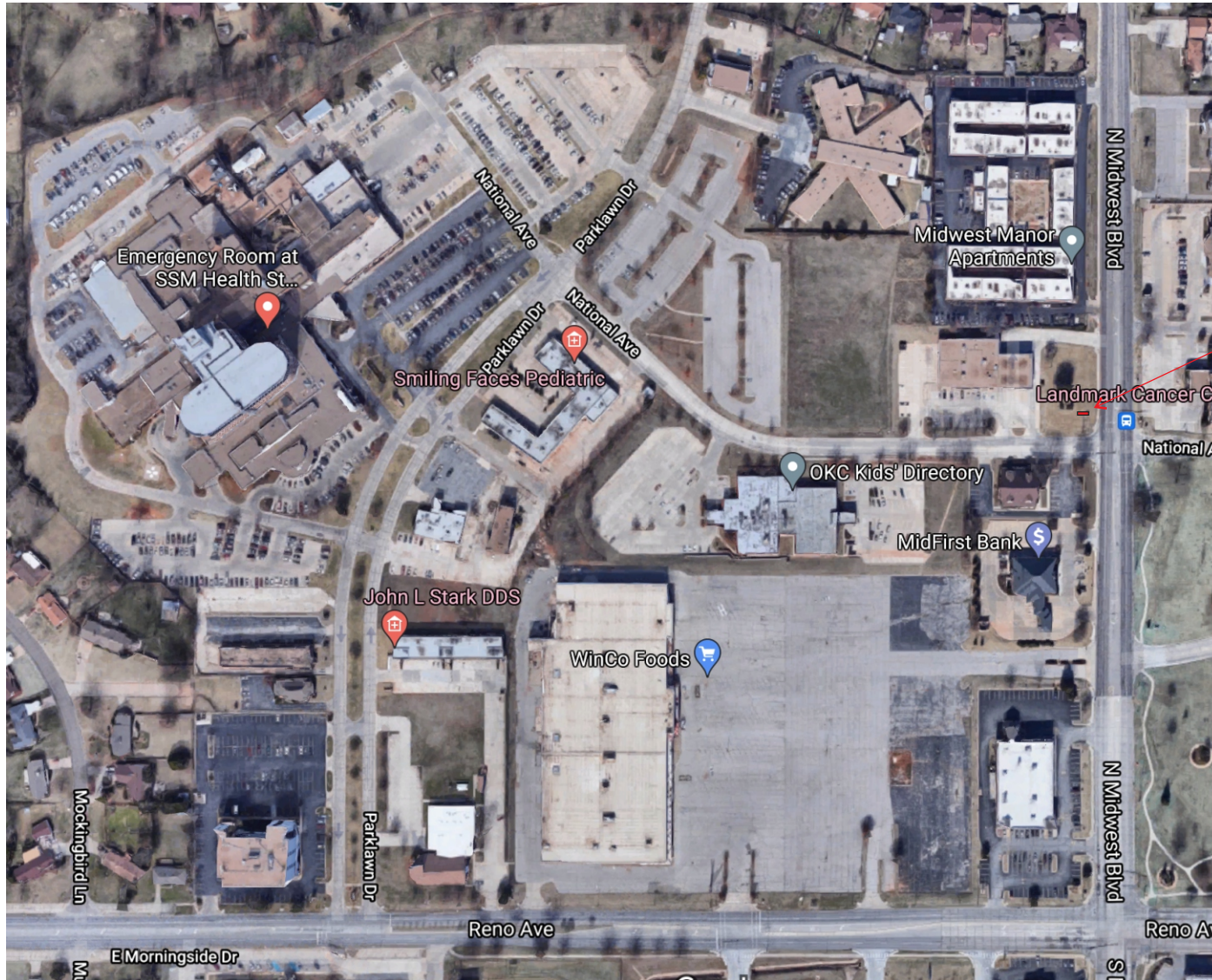
ATTACHMENT "A"

Legal Description for 301 North Midwest Boulevard

A tract commencing at the Southeast corner of the Southeast Quarter (SE/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma; thence North 0°13'00" West along the East line of said Section Thirty-four (34) a distance of 614.00 feet; thence South 89°47'00" West a distance of 50.00 feet; thence North 0°13'00" West and parallel to the East line of said Section Thirty-four (34) a distance of 478.41 feet to the point of beginning; thence South 89°57'00" West a distance of 280.30 feet ; thence North 0°13'00" West a distance of 163.90 feet; thence South 89°57'00" West a distance of 65.00 feet; thence South 0°13'00" East a distance of 352.31 feet; thence North 89°57'00" East a distance of 320.30 feet; thence North 44°52'00" East a distance of approximately 35.3 feet to appoint 50.00 feet West of the East line of said Section Thirty-four (34); thence North 00°13'00" West a distance of 164.41 feet to the point of beginning.



SITE MAP



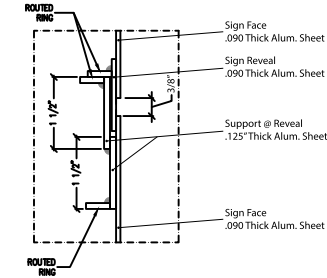


Alliance Health

SIGN #1

WO# X

Placement



SCOPE: DOUBLE SIDED

- fabricate new radius faced ground sign
- sign is illuminated and electrical is existing but will need electrician to pipe over. SSM to handle Electrician
- Installation of new sign per drawings

Existing electrical to be brought over to sign by SSM

Sign Details

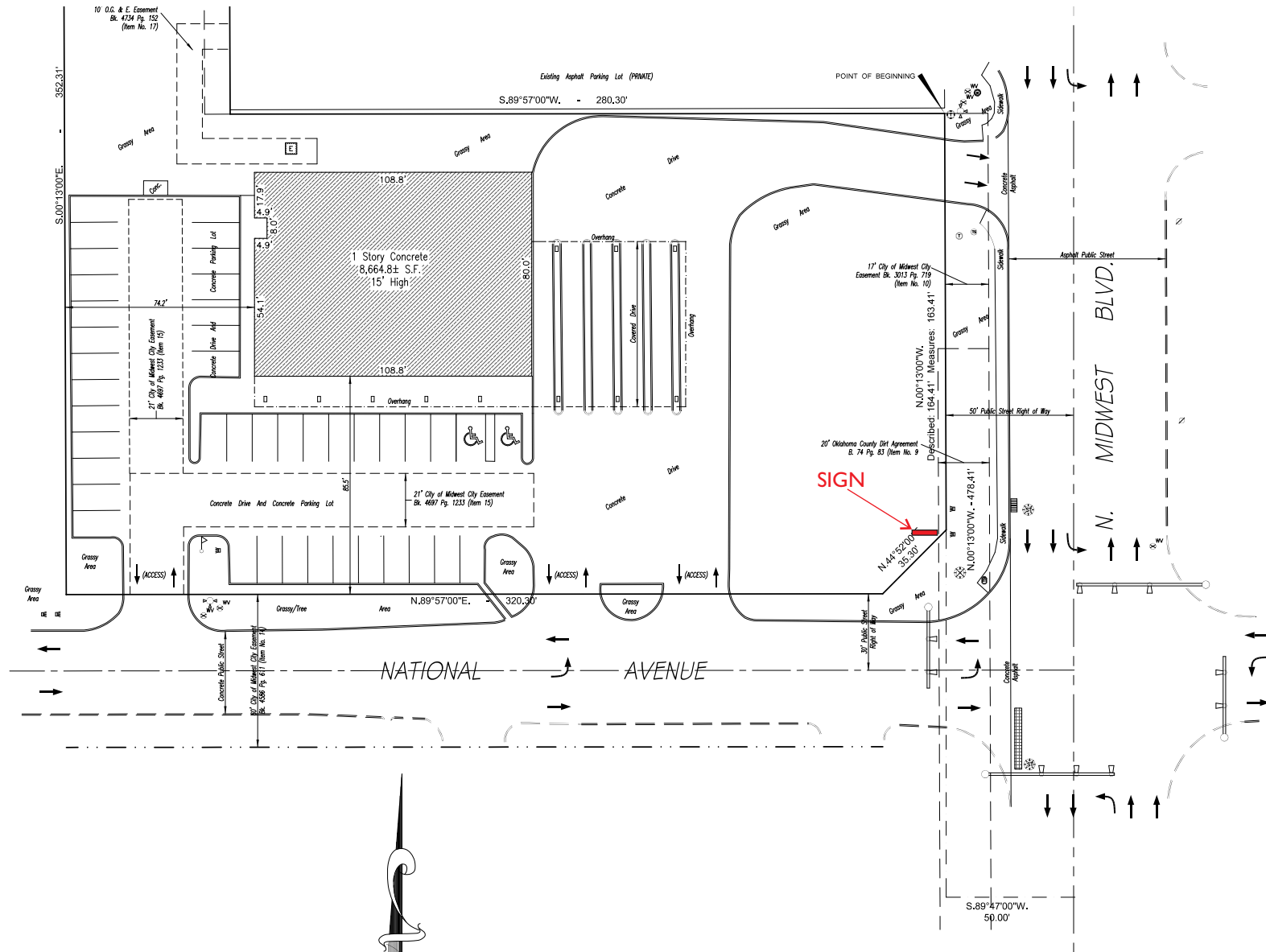
Aluminum construction, internally illuminated freestanding pylon sign.
See section detail specification drawings for "Pylon Sign (Radius)" beginning on page 158.

- 1 **Radius Face(s)**
Aluminum faces routed out for copy. Painted to match Silver (P3). Message panels are removable to allow for easy replacement in cases of copy changes.
- 2 **Blue Accent Bar**
Aluminum accent bar painted to match Blue (P1).
- 3 **Push Thru Logo**
Clear 1/4" push-thru acrylic logo copy w/ applied vinyl (V2).
- 4 **"EMERGENCY" Copy**
Routed out copy backed up w/ White (2447) acrylic. First surface applied vinyl decorate, red (V8).
- 5 **Directional Copy**
Routed out and backed up with black Bitro day/night acrylic.
- 6 **Address Copy**
Routed out and backed up with black Bitro day/night acrylic.
- 7 **Base Shroud**
Aluminum shroud to cover sign base painted to match (P13).





SITE PLAN





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

MEMORANDUM

TO: Honorable Chairman and Trustees of the
Memorial Hospital Authority

FROM: Tiatia Cromar, Finance Director

DATE: January 25, 2022

SUBJECT: Discussion and consideration for adoption, including any possible amendment of
supplemental budget adjustments to the following fund for FY 2021-2022,
increase: Hospital Authority Fund, revenue/Miscellaneous (90) \$94,600:
expenditures/Hospital Authority (90) \$11,294,600.

This first supplement is needed to budget proceeds from sale of property and repayment of proceeds to buyer upon completion of construction of facilities. The second supplement is needed to increase budget for the purpose of complying with the requirements of the Hospital Authority trust indenture article 7, paragraph 1J. The third supplement is needed to budget additional legal fees.

Tiatia Cromar
Finance Director

SUPPLEMENTS

January 25, 2022

Fund HOSPITAL AUTHORITY (425)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
90	Miscellaneous	94,600			
90	Hospital Authority			94,600	
		94,600	0	94,600	0
Explanation:					
To budget revenue from payment by Bentwood Investments, LLC for property acquisition and reimbursement due upon completion of construction of project facilities.					

Fund HOSPITAL AUTHORITY (425)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
90	Hospital Authority			11,000,000	
		0	0	11,000,000	0
Explanation:					
To increase budget for the purpose of complying with the requirements of the Hospital Authority trust indenture article 7, paragraph 1J. Funding to come from fund balance.					

Fund HOSPITAL AUTHORITY (425)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
90	Hospital Authority			200,000	
		0	0	200,000	0
Explanation:					
To budget additional legal fees. Funding to come from fund balance.					



DISCUSSION ITEMS





Memorial Hospital Authority

General Manager/Administrator, Tim Lyon
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1201
tlyon@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: January 25, 2022

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

Jim Garrels, President of Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event that the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed, or changes need to be made to the Statement of Investment Policy on short notice.

Tiatia Cromar
Finance Director



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





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

MEMORANDUM

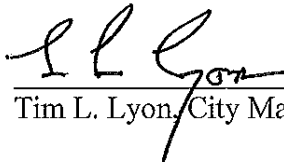
TO: Honorable Chairman and Trustees

FROM: Tim Lyon, City Manager

DATE: January 25, 2022

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

Appropriate information will be dispersed during executive session.



Tim L. Lyon, City Manager



SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA

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

January 25, 2022 – 6:03 PM

Presiding members: Chairman Matt Dukes

Trustee Susan Eads

Trustee Sean Reed

General Manager Tim Lyon

Trustee Pat Byrne

Trustee Christine Allen

Secretary Sara Hancock

Trustee Española Bowen

Trustee Rick Favors

Counsel Don Maisch

A. CALL TO ORDER.

B. CONSENT AGENDA.

1. Discussion and consideration for adoption, including any possible amendment of the December 14, 2021 special meeting minutes. (Secretary - S. Hancock)

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

D. EXECUTIVE SESSION.

1. Discussion and consideration, including any amendments, of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session. (Economic Development - R. Coleman)

E. ADJOURNMENT.



CONSENT AGENDA



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

**Midwest City Economic Development Authority Minutes
Special Meeting**

December 14, 2021

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

Chairman Matt Dukes called the meeting to order at 8:51 PM with following members present:

Trustee Susan Eads	Trustee Sean Reed	City Manager Tim Lyon
Trustee Pat Byrne		Secretary Sara Hancock
Trustee Española Bowen	Trustee Rick Favors	City Attorney Don Maisch

Absent: Trustee Christine Allen

DISCUSSION ITEMS.

- 1. Discussion and consideration for adoption, including any possible amendment of the November 9, 2021 special meeting minutes.** Eads made a motion to approve the minutes, seconded by Reed. Voting Aye: Eads, Byrne, Bowen, Reed, Favors and Dukes. Nay: None. Absent: Allen. Motion carried.
- 2. Discussion, consideration and possible action to amend and/or approve a legal services agreement with Riggs, Abney, Turpen, Orbison & Lewis, P.C, Oklahoma City, OK, for special counsel services relative to the consideration and possible establishment of the North Side Improvement District.** Reed made a motion to approve the agreement, seconded by Eads. Voting Aye: Eads, Byrne, Bowen, Reed, Favors and Dukes. Nay: None. Absent: Allen. Motion carried.
- 3. Discussion, consideration and possible action to amend and/or approve a resolution of the Midwest City Economic Development Authority approving that certain “Economic Development Assistance Agreement,” by and between the Midwest City Economic Development Authority and Mathis Oklahoma City, LLC (the “Development Assistance Agreement”); authorizing and directing the execution and delivery of the Development Assistance Agreement for the property located at 7271 SE 29th ST; and containing other provisions relating thereto.** After discussion, Byrne made a motion to approve Resolution EDA2021-04, seconded by Eads. Voting Aye: Eads, Byrne, Bowen, Reed, Favors and Dukes. Nay: None. Absent: Allen. Motion carried.

PUBLIC DISCUSSION. There was no public discussion.

At 9:00 PM Eads made motion to take a recess, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Favors and Dukes. Nay: None. Absent: Allen. Motion carried.

At 10:22 PM Eads made a motion to reconvene, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Favors and Dukes. Nay: None. Absent: Allen. Motion carried.

EXECUTIVE SESSION.

- 1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.**

At 10:22 PM Reed made motion to enter into executive session, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Reed, Favors and Dukes. Nay: None. Absent: Allen. Motion carried.

At 10:33 PM Reed made a motion to return to open session, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Reed, Favors and Dukes. Nay: None. Absent: Allen. Motion carried.

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

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 10:33 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



PUBLIC DISCUSSION





EXECUTIVE SESSION





Economic Development

100 N. Midwest Boulevard
Midwest City, OK 73110
rcoleman@midwestcityok.org
Office: 405.739.1218
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Robert Coleman, Economic Development Director

DATE: January 25, 2022

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.

Appropriate information will be dispersed during the meeting. Action is at the Trustee's discretion.

Robert Coleman, Economic Development Director



ECONOMIC DEVELOPMENT COMMISSION AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard
January 25, 2022 – 6:04 PM

Presiding members: Chairman Matt Dukes

Trustee Susan Eads

Trustee Sean Reed

General Manager Tim Lyon

Trustee Pat Byrne

Trustee Christine Allen

Secretary Sara Hancock

Trustee Española Bowen

Trustee Rick Favors

Counsel Don Maisch

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration for adoption, including any possible amendment of, the October 26, 2021 meeting minutes. (Secretary - S. Hancock)
2. Review of the Midwest City Chamber of Commerce's Quarterly Activity Report for the period ending December 31, 2021. No action is necessary; this item is presented for informational and discussion purposes only. (City Manager - T. Lyon)
3. Review of the Communications, Marketing, and CVB Quarterly Activity Reports for the period ending December 31, 2021. No action is necessary; this item is presented for informational and discussion purposes only. (Communications, Marketing and CVB - J. Ryan)

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

D. ADJOURNMENT.



DISCUSSION ITEMS



Notice for the Midwest City Economic Development Commission 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 Economic Development Commission Minute

October 26, 2021

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

Chairman Matt Dukes called the meeting to order at 7:08 PM with the following members present:

Commissioner Susan Eads	Commissioner Sean Reed	City Manager Tim Lyon
Commissioner Pat Byrne	Commissioner Christine Allen	Secretary Sara Hancock
Commissioner Española Bowen	Commissioner Rick Favors	City Attorney Don Maisch

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

1. Discussion and consideration for adoption, including any possible amendment of, the July 27, 2021 meeting minutes.
2. Review of the CVB 3rd Quarterly Activity Report for the period ending September 30, 2021. No action is necessary; this item is presented for informational and discussion purposes only.

DISCUSSION ITEM.

1. **Review of the Midwest City Chamber of Commerce's Quarterly Activity Report for the period ending September 30, 2021. No action is necessary; this item is presented for informational and discussion purposes only.** Chamber of Commerce Executive Director Marcy Jarrett addressed the council.

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

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:15 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



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MEMORANDUM

TO: Honorable Chairman and Commissioners
Midwest City Economic Development Commission

FROM: Tim Lyon, City Manager

DATE: January 25, 2022

SUBJECT: Review of the Midwest City Chamber of Commerce's Quarterly Activity Report for the period ending December 31, 2021. No action is necessary; this item is presented for informational and discussion purposes only.

The Chamber of Commerce has provided the attached report.

Tim Lyon, City Manager

Economic Development/Local Business Support

- Arranged for a segment of *Discover Oklahoma* to be filmed at Brielle's Bistro.
- Attended the Oklahoma Aerospace Conference. Talked with Tinker and the Primes (TAP) booth holders and attendees, and other networking with Rose State College staff. Discussed exhibit and sponsorship options with the ACES staff.
- Confirmed with Randy Harris, Tinker AFB, that he would continue his role with TAP in 2022. Discussed increased options for networking and meetings that he supported.
- Requested assistance for Brielle's Bistro owner during remodeling. Robert was quick to assist with the process.
- Celebrated ribbon-cuttings for Lighthouse Legal, Benita's Accounting and Archwell Health.
- Provided two support letters for the City of Midwest City's ACOG applications.
- Met with the retired professional that handled TAP registration for 5 years. Gathered feedback on the process and recommendations for improvement. Gathering information and a proposal for a conference app that would be used in place of a printed program during the conference, plus handle registration and post-event surveys, among other services. Decision to be made in January. Adjusting the exhibit layout to accommodate all inside the Reed Center.

Chamber Operations

- Bylaws Committee began a series of meetings and in-depth discussions of the areas to update, including gathering samples from other chambers in the area. Providing a draft of updated bylaws at the Strategic Planning Retreat was a priority. Following the retreat, the committee finalized the updates for approval at the December Board meeting.
- Created and shared a survey with Chamber members to gather information for the planning retreat. Gathered information and provided materials to the retreat facilitator. Hosted a Strategic Planning Retreat at Mid-Del Technology Center on October 20 for the Board of Directors and Past Presidents.
- A security issue with a walk-in guest during the Labor Commissioner's Forum prompted the discussion of safety of the office staff. Currently working with board members to research additional security measures for the building.
- Board of Directors approved the bylaws revisions, along with Board of Directors and the slate of officers at the December Board meeting.
- Received a donation to support Chamber activities from a Leadership MWC alumni that recently rejoined the Chamber.
- Approved a refresh of the Chamber's logo to add emphasis to the name Midwest City.

Community Support

- Much staff time was spent gathering job shadow matches for the Youth Excel class members. Hosted a Youth Excel orientation for 26 students. Coordinated and hosted two days of Youth Excel tours, ending with graduation at Rose State College. The job shadowing challenge for students interested in the medical field was handled by offering a session at the Chamber with the SSM St. Anthony VP of Operations and the Chief of Nursing.
- Much staff time was spent on the Veterans Day Parade preparations including Grand Marshal arrangements, waivers, parade script, reception script, flyover coordination, assisted with locating and providing photographer, and the protocol of TAFB VIP's at the morning reception.
- Attended an emotional and impressive reception the night before the parade. Hosted the Veterans Day Parade reception, then enjoyed the largest and best Veterans Day Parade in the state.
- Provided the Chamber Board Room to Tinker AFB leadership for a STEM discussion involving several area school districts. Several superintendents were in attendance.
- Updated the Leadership MWC application information, formatting for online submission and confirming the various sessions. Also confirming those members of 2020 class that want to complete the final six sessions and participate in graduation.
- Inducted into the Midwest City Rotary Club.



Communications & Marketing

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MEMORANDUM

TO: Honorable Chairman and Commissioners

FROM: Josh Ryan, Communications & Marketing Director

DATE: January 25, 2022

SUBJECT: Review of the Communications, Marketing, and CVB Quarterly Activity Reports for the period ending December 31, 2021. No action is necessary; this item is presented for informational and discussion purposes only. (Communications, Marketing and CVB - J. Ryan)

The Quarterly CVB Activity Report is developed by Susan MacQuarrie, Convention & Visitors Bureau Manager. The 2021 4th Quarter Activity Report is attached for your review.

The Quarterly Communications & Marketing Activity Report is developed by Josh Ryan, Communications & Marketing Director. Because this is the first Communications & Marketing Activity Report, the full 2021 report is attached for your review.

Josh Ryan, Communications & Marketing Director



Convention & Visitors Bureau Activities: Q4 October, November, December 2021

The mission of the Convention & Visitors Bureau is to stimulate Midwest City's economic vitality through tourism by positioning and selling the community in partnership with public and private sectors as a premier destination for conventions, tradeshow, corporate meetings, group tours, and individual leisure travel. The CVB offers assistance with site tours and acquiring bids at our hospitality venues and information on special events, dining, catering, entertainment and local attractions.

In pursuit of its mission, the CVB generates increased visitor spending for the overall business community through creative marketing programs, attractive incentive packages, and special events.

- We continue to see the decline in visitor's guide requests that we experienced in the 3rd Quarter. A decrease in travel inquiries due to the holiday season can be anticipated, however, due to a resurgence of COVID variants, it seems the travel and tourism industry will continue to experience long term effects going into 2022. 252 visitor's guides were requested this quarter through the TravelOK and the Convention & Visitors Bureau websites.
- The social markets didn't experience a strong Holiday / Christmas Party season. It is presumed many corporate gatherings were canceled due to a tumultuous year of recovery and individuals catching up with family from the 2020 holiday season.
- Group booking trends continue to look positive for 2022 and into 2023. We will continue to monitor the new variants and the effects it will have on a vulnerable travel and tourism industry. Additional postponements / cancellations should be expected.
- The CVB continues to participate in virtual and in-person travel & tourism industry events hosted by OTIA, OSAE and TravelOK. This assembly of travel and tourism experts provide an understanding of the challenges and prospects that destination marketing organizations will encounter as the industry moves toward recovery.
- Hotel / Conference Center operators, event planners and destination marketers continue to be optimistic, albeit guarded, as developments regarding COVID variants emerge.
- As anticipated, employing staff in hospitality, food & beverage and hotel services continues to be a major constraint in keeping up with the recovery.
- A full report from the US Travel Association on the Effects of COVID-19 on Travel, Tourism and the US Economy can be found at [State of the Workforce | U.S. Travel Association \(ustravel.org\)](https://ustravel.org/state-of-the-workforce)
- The CVB and Chamber of Commerce will be partnering to enhance the existing Visitors Guide and Chamber Guide by merging the 2 publications into one resource of Midwest City information. This change was made to keep up with prevailing times of information gathering, cost effectiveness and an increase in relocation package requests. Convention welcome bags, existing fulfillment programs and demand from residents will continue to be realized. By partnering in an all-encompassing "Experience Midwest City" publication, we broaden our overall exposure for our Midwest City businesses and capture the opportunity to highlight the

amenities of our community through relocation prospects, new business interests and visitor perspectives.

- The Midwest City Chamber of Commerce invited the CVB and the Economic Development Department to participate in a 'spot light' segment of Midwest City for Discover Oklahoma. Brielle's Bistro was the featured location. The episode aired Saturday, December 11, 2021.

Current Bookings, Status and Value Amounts (January 2022 Data) -

Definite – 13 \$519,400
Tentative – 0 -
Prospect – 1 \$48,000
Total: 14 \$567,400

***Please note:** The CVB does not work with every group booked at the center. The CVB works with groups who seek support in a convention services capacity that exceeds reasonable expectations of the conference center staff. This includes; but not limited to, conference planning, welcome bags, exhibitor participation, conference sponsorship, assistance with registration, name tags, welcome speeches, proclamations, transportation to off property events. The CVB welcomes opportunities to groom accounts, secure repeat bookings, and to offer groups special attention they do not get in other cities.*

Midwest City Hotel / Motel Assembly Quarterly Meeting –

We are excited to consider the following dates to for our quarterly Midwest City Hotel / Motel Assembly meetings:

Tuesday, March 15, 2022

Tuesday, June 14, 2022

Tuesday, September 13, 2022

Tuesday, December 13, 2022

CVB Marketing Campaigns-

- **Digital**
 - **Website** – www.visitmidwestcity.com Online request form for visitors guide directly to CVB. Tourism video is budgeted to be updated FY 22/23.
 - **Social Media – Facebook & Twitter-** posts are made on a regular basis on all social media resources. Some weeks with heavy events or activities, multiple posts are made on a daily basis.
 - **Cross promote** – Rose State College activities, Hudiburg Chevrolet Center shows & events, Parks & Recreation Activities & Special Events, Shopping, dining and Hotels.
- **Print**
 - The new **Experience Midwest City** resource guide is in the process of being designed. This is targeted to print in February and available to the public the first week in March.
 - **OTRD – Oklahoma Tourism & Recreation Department** – Advertisements in the State Travel Guide and the Outdoor Guide for 2022 have been submitted. The Outdoor Guide is being distributed now and includes a full page feature promoting the SCIP Trails.

- OTRD distributes the visitors guide at all state Welcome Centers and online request fulfillment program.
 - **OSAE – Oklahoma Society of Association Executives** – Member and Sponsor, ad in quarterly meeting planner magazine. OSAE is the state’s premier organization for meeting planner networking and showcasing meeting facilities and hotels.
 - **OTIA- Oklahoma Travel Industry Association-** Member & Sponsor. OTIA continues to offer complimentary continued education training webinars and Travel & Tourism road shows.
- **Cross Promotion & Marketing-** The Communication & Marketing Department continues to work closely with the Parks & Recreation Dept., Rose State College/ Hudiburg Chevrolet Center, Town Center Plaza and the Chamber of Commerce to ensure the overall brand message & public impression that Midwest City is the ideal place to work, shop, live, educate and visit. Although the CVB promotes all the aspects of Midwest City; the focus of the CVB is to market, promote, position and sell the tourism amenities featured in Midwest City.
- **Special Events** – The Communication & Marketing team encompasses the programming, sponsorships, marketing, execution and follow-up for Midwest City special events.
 - The **Cruise in for Coffee** Event “officially” ended with an extremely successful October show. Many car show participants expressed disappointment in the season closing and inquired if the show could continue. The OKC MOPAR group offered to oversee the 3rd Saturday car show at Santa Fe Cattle Co. during the “down” months – November – March (weather permitting). We do expect this to bring continued business to Town Center Plaza and surrounding businesses.
 - The **Trick or Trail** drive-thru event was moved to the drive path in Regional Park. This proved to be much safer and logistically friendly modification. The unusually warmer weather made for an ideal day for an outdoor community event. The event was a huge success.
 - **Veterans Day** activities included an addition of a previously postponed due to COVID reception to honor Vietnam Veterans. Mayor Dukes hosted the group of Veterans at the Reed Conference Center on the evening prior to the annual Veterans Day Parade. The primary focus was on a long belated welcome home to Vietnam Veterans as we recognized the Marines 246th Birthday and introduced our 2021 parade marshals.
 - **Holiday Lights Spectacular 2021- Exceeded Expectations!** The modified 25 day event that included Opening Ceremonies, Light the City and Walk the Lights on opening night drew huge crowds. Although final numbers are still being realized, it has been determined this to be one of the most successful Holiday Lights Spectacular in the history of the event.
 - All available resources are utilized to promote all Midwest City special events including Websites, Newsletters, Social Media, Digital and Print.

Submitted By: **Susan MacQuarrie, January 12, 2022**

- Midwest City Communications & Marketing serves a variety of functions for the City, including media relations, community relations, marketing, convention recruitment, tourism attraction and special events. Communication & Marketing staff includes the C & M Director, Convention & Visitors Bureau Manager and Special Events Coordinator.

2021 Highlights

SPECIAL EVENTS + CVB

- Large-Scale Public Events Return to Midwest City:

Covered in Color / Midwest ArtFest formed a stronger partnership to develop an expanded event in 2021. On May 8, 2021, the streets surrounding Charles J. Johnson Park were filled with vendors and visitors, bringing retail traffic and community engagement to Town Center Plaza.

Live entertainment events such as **Tribute to Liberty** and **Rockin' Regional** were well attended and received positive community feedback. Event vendors were very pleased with their ROI.

Family-focused events in Joe B. Barnes Regional Park ensured programming was available for the community between large events. This included free films and family-friendly activities.

Trick or Trail, the **Veterans Day Parade** and **Holiday Lights Spectacular** created a very festive fall event season. Trick or Trail visitors + community partners commended the City for such a unique Halloween event. The 2021 Veterans Day Parade ended a 3-year cancelation drought and the route was filled with parade spectators. Holiday Lights Spectacular suffered a few setbacks with damaged, stolen and vandalized equipment, but Public Works staff made quick repairs and brought back this important community event that was managed by Special Events staff. Despite the reduced HLS schedule, visitor numbers/donations exceeded expectations.

CVB also had its fair share of events partnering with the MWC Chamber to host the **Midwest City Hiring Event**. The event filled the Nick Harroz Community Center with community partners and job applicants. **Cruise In For Coffee** consistently brought in 250+ car enthusiasts to gather monthly between April and October. CVB also lent invaluable support to Special Events throughout the year, most especially during Covered in Color, the Veterans Day Parade and Holiday Lights Spectacular.

**CVB quarterly reports detail the status of conference and convention recruitment in Midwest City.*

COMMUNICATIONS & MARKETING

- Special Projects & Enhanced City Service Communication:

A new director joined the CAM team in early March, in time to support the communication efforts for the revised bond project and charter amendment special election in May 2021, as well as the flurry of special events that were scheduled for late spring and summer. Early support was also provided in communicating the SSM Health transition, Emergency Management programs/announcements and Moving Forward General Obligation Bond Project updates.

Events included the **W.P. Bill Atkinson Park Groundbreaking** and **Animal Services Center Grand Opening**, which helped residents and visitors see the value G.O. Bond projects can create in the community. The department is making preparations for planning as many as five successive grand openings regarding these projects in the first half of 2022, as well as the associated media outreach.

Multiple departments in 2021 received graphic design and video production support to help promote their helpful community services. This included a rebranded Resident Request Reporter campaign, video profiles for Community Development projects, video/graphic design/communication support for various Public Works services, graphic design/communication support for Grants Management programs and communication support for Economic Development programs.



NEW BUSINESS/
PUBLIC DISCUSSION

