



UTILITIES AUTHORITY
AGENDA





UTILITIES AUTHORITY AGENDA

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

February 24, 2026 - 6:04 PM

Presiding members:	Chairman Matthew Dukes	City Staff:
Trustee Vacant (Brian Triger)	Trustee Marc Thompson	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rita Maxwell	Trustee Rick Favors	Authority Attorney Don Maisch

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion, consideration, or possible action to approve the special meeting minutes for January 27, 2026. (Secretary - S. Hancock)
2. Discussion, consideration, and possible action to approve a Resolution of the Midwest City Utilities Authority and the Midwest City Economic Development Authority amending that certain Amended and Restated Economic Development Assistance Agreement, Dated August 22, 2023, (the “Agreement”) by and between the Authority and American Glass, Inc. and AGI Properties LLC; authorizing and directing the execution and delivery of the First Amendment to the Agreement; and containing other provisions relating thereto. (Economic Development – R. Coleman)

C. PUBLIC DISCUSSION.

D. ADJOURNMENT.



DISCUSSION ITEMS



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

Midwest City Utilities Authority Minutes

January 27, 2026

This **special 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 7:52 PM with the following members present:

Trustee Vacant	Trustee Marc Thompson	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rita Maxwell	Trustee Rick Favors	Authority Attorney Don Maisch

CONSENT AGENDA. Bana made a motion to approve the consent agenda with the exception to pull Item 2, seconded by Byrne. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: None. Motion carried.

1. Discussion, consideration and possible action to approve the special meeting minutes for December 09, 2025.
2. **Discussion, consideration and possible action to accept or reject all bids received for Project 952501: Monuments Signs for the Soldier Creek Industrial Park.**

Byrne made a motion to reject the bids, seconded by Favors. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: None. Motion carried.

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:53 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



Midwest City Utilities Authority
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1207/Fax (405) 739-1208
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: February 24, 2026

Subject: Discussion, consideration, and possible action to approve a Resolution of the Midwest City Utilities Authority and the Midwest City Economic Development Authority amending that certain Amended and Restated Economic Development Assistance Agreement, Dated August 22, 2023, (the “Agreement”) by and between the Authority and American Glass, Inc. and AGI Properties LLC; authorizing and directing the execution and delivery of the First Amendment to the Agreement; and containing other provisions relating thereto. (Economic Development – R. Coleman)

American Glass, Inc. and AGI Properties on August 22, 2023, (collectively the “Companies”) entered into the Amended and Restated Economic Development Agreement (the “Agreement”) with the Utilities Authority and the Economic Development Authority (the “Authorities”). In Section 4.04 of the Agreement, the Authorities committed to fabricating and installing at least one subdivision sign at one of the two entrances to the Soldier Creek Industrial Park (“SCIP”). The FY 2024 – 2025 Budget included \$70,000 for this endeavor, which became known as Project 95201. ROAM Studios, Oklahoma City, was paid \$10,000 to create plans for the signs.

Unfortunately, we received only two (2) bids before the June 18, 2024, deadline, the lowest of which was more than *double* the amount that remained available for the work. The Authority rejected both bids during its January 27, 2026, meeting.

In Section 4.02 of the Agreement, the EDA agreed to reimburse the Companies up \$50,000 for any expenses incurred in extending any public utility, or for other improvements within public easements or rights-of-way. This benefit went unclaimed, and those funds are now being recommended for use to complete Project 95201.

The Companies desire to see this project finished as quickly as possible and are willing to contribute their collective resources so that both signs are built and installed as designed. This cooperation is memorialized in the attached First Amendment, which requires the Companies to do all tasks necessary to install signs in permanent easements on AGI Properties’ land at the SE corner of American Drive and U.S. Highway 62 (a/k/a NE 23rd ST) and at the SW corner of U.S. Highway 62 and Soldier Street.

Tim Lyon, General Manager/Administrator

Trustees: Matthew D. Dukes II, Pat Byrne, Rita Maxwell, Marc Thompson, Sara Bana, and Rick Favors

In return, the EDA will reimburse American Glass up to \$110,000 for materials, labor and other expenses incurred to complete Project 95201 and the Utilities Authority will assume responsibility for illuminating and maintaining the signs and surrounding easements.

Please contact Economic Development Director Robert Coleman (405/739-1218) with any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "T. L. Lyon", is written over a horizontal line.

Tim Lyon, General Manager/Administrator

Attachment: Bid Tabulation for Project 92501

A RESOLUTION OF THE MIDEST CITY UTILITIES AUTHORITY AND THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY AMENDING THAT CERTAIN AMENDED AND RESTATED ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT, (the “AGREEMENT”) DATED AUGUST 22, 2023, BY AND BETWEEN THE AUTHORITIES AND AMERICAN GLASS, INCORPORATED AND AGI PROPERTIES LLC; AUTHORIZING AND DIRECTING EXECUTION AND DELIVERY OF THE FIRST AMENDMENT TO THE AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, AGI Properties, an Oklahoma limited liability company (hereinafter “AGI”), developed the northern ± 11.7-acres Soldier Creek Industrial (“SCIP”) Park leading to the December 17, 2024, issuance of a Certificate of Occupancy for a 106,000 ft.² first-class, attractive building on a well adorned campus at 2150 American AV (the “Property”), which is a shining example of new construction in the U.S. Highway 62 corridor and an impressive addition at the western gateway to Midwest City; and

WHEREAS, American Glass, Incorporated, an Oklahoma corporation (hereinafter “American”), operates a factory and headquarters on the Property that builds glass curtain wall panels to serve the building industry across the United States and beyond; and

WHEREAS, AGI and American (the “Companies”) agree to assist the Utilities Authority and the Economic Development Authority (the “Authorities”) to complete Project 95201 in a timely fashion, thereby working together to enhance the U.S. Highway 62 corridor and to help ensure SCIP’s future success; and

WHEREAS, the Companies agree to work jointly to obtain the necessary easements, licenses, permits and inspections; and to obtain all materials and labor necessary for the fabrication and installation of illuminated subdivision signs as described in designs ROAM Studio produced for Project 95201 and as described in this First Amendment to that certain Amended and Restated Economic Development Agreement, dated August 22, 2023 (the “Agreement”); and

WHEREAS, the Companies and the Authorities are hereby amending the Agreement to the benefit of all parties; and

WHEREAS, the Authorities’ Trustees have determined that it is in the best interest of the residents of Midwest City, Oklahoma, that this First Amendment be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND TRUSTEES OF THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY AND THE MIDWEST CITY UTILITIES AUTHORITY, AS FOLLOWS:

SECTION 1. Approving the Terms and Conditions of the First Amendment. The Trustees of the Authorities hereby approve the First Amendment, by and between the Authorities and the Companies, in substantially the form submitted at this meeting, with such changes as made be hereafter approved by the Chairman of both Trusts.

SECTION 2. Authorizing and Directing Execution and Delivery of the Amended Agreement and All Related Instruments. The Chairman and the Secretary are hereby authorized and directed to execute and deliver the First Amendment and such other instruments as may be necessary or appropriate to effectuate the execution and delivery of the First Amendment.

PASSED AND APPROVED by the Chairman and Trustees of the Midwest City Economic Development Authority and the Midwest City Utilities Authority this _____ day of _____, 20_____.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Matthew D. Dukes II, Chairman

MIDWEST CITY UTILITES AUTHORITY

Matthew D. Dukes II, Chairman

{SEAL}

ATTEST:

Sara Hancock, Secretary

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

Don Maisch, Counselor

AMERICAN GLASS

FIRST AMENDMENT TO THE RESTATED AND AMENDED
ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

By and Among

The
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY,

The
MIDWEST CITY UTILITIES AUTHORITY,

AGI PROPERTIES, LLC

And

AMERICAN GLASS, INC.

Dated as of February 24, 2026

AMERICAN GLASS PROJECT

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AMERICAN GLASS PROJECT

FIRST AMENDEDMENT TO THE RESTATED AND AMENDED ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

THIS FIRST AMENDED RESTATED AND AMENDED ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT, dated as of February 24, 2026, (hereinafter, the “Development Assistance Agreement”), is made and entered into by and among the Midwest City Economic Development Authority (hereinafter “EDA”), an Oklahoma public trust; the Midwest City Utilities Authority, an Oklahoma public trust, (hereinafter, the “Utilities Authority”), AGI Properties, LLC, an Oklahoma limited liability company (“AGI”), and American Glass, Inc., an Oklahoma corporation or its assigns, (hereinafter, the “Company”).

The following provisions of the Restated and Amended Economic Development Assistance Agreement are hereby amended as follows:

SECTION 4.02 The EDA and the Utilities Authority agree to work with AGI and the Company to facilitate the fabrication, assembly, placement and installation of two (2) Subdivision Signs (the “Signs”) designed by ROAM Studios for EDA Project 95201 and are attached to this Amended Agreement as Appendix 2, with each party agreeing to complete their respective responsibilities as follows:

- (i) The Company’s responsibilities:
 - a. Obtain proper easements from AGI Properties LLC as follows:
 - i. Permanent sign easements in favor of the City of Midwest City and the Midwest City Utilities Authority extending at least six (6) feet in any direction from the widest point of the Signs, except areas that lie in existing public rights-of-way, as shown on A10.0 of Appendix 2; and filing said easements with the Oklahoma County Clerk’s Office.
 - ii. Any additional easement(s) in favor of the City of Midwest City and the Utilities Authority necessary to provide (a) legal path(s) to extend permanent electrical power to the Signs.
 - b. Obtain all materials specified in the ROAM Studios design and shown as A10.0A of Appendix 2. Any exceptions to these materials must be approved in advance by the Midwest City Utilities Authority General Manager/Administrator as recommended by Matt Weber, AIA, ROAM Studios.
 - c. Employ the services of a sign contractor licensed by the City of Midwest City (“City”) to complete the following requirements:
 - i. Obtain a separate City permit for each Sign.
 - ii. Contract with an electrician licensed by the City to obtain permits to extend power to each Sign; and to request inspections as required by Construction Services.
 - iii. Assemble and install all materials in accordance with the recommendations and designs from ROAM Studios as shown as A10.A of Appendix 2 and as per current City codes.
 - d. Assist as necessary in transferring responsibility for the electric bill from OG+E to the Utility Authority following the approval of all inspections required by the City.
 - e. Within three (3) weeks of the City’s final approvals and the closing of all permits, the Company shall submit an invoice on a Company letterhead requesting payment. Said invoice must detail all costs and expenses incurred the successful completion of Project 95201 with copies attached of each contractor’s or supplier’s invoice referenced by the Company invoice indicating the source, quantity and price of each item.

- (ii) The EDA's Responsibilities. Within thirty (30) days of receiving proper documentation outlined in §4.02(i)e above, the EDA agrees to reimburse the Company a total not to exceed \$110,000 for materials, labor and professional services necessary for the successful completion of Project 95201.
- (iii) The Utility Authority's Responsibilities. The Utility Authority's responsibilities shall survive the termination of this Development Assistance Agreement but may be transferred to another City of Midwest City entity. These responsibilities include:
 - i. Establishing and enforcing a policy for the design, size, installation and maintenance of individual sign panels.
 - ii. Maintaining the Signs' structure, electrical wiring, lighting, panels and landscaping improvements within the easements described in § 4.02(i)a hereinabove.
 - iii. Paying the cost of electric service for each Sign.

SECTION 7.02 Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent by - certified mail, postage prepaid, return receipt requested or a delivery service requiring a signature upon delivery and addressed as set forth below or to such other address as the party concerned may substitute by written notice to the other. All notices shall be deemed received on the date signed for by recipient.

If to the Company:	American Glass, Inc. 2105 American AV Midwest City, OK 74141 Attn: President
If to AGI:	AGI Properties, LLC 110 W 7 th Street, Suite 900 Tulsa, Oklahoma 74119 Attn: Robert B. Sartin
If to the EDA:	Midwest City Economic Development Authority Midwest City City Hall 100 North Midwest Boulevard Midwest City, Oklahoma 73110 Attn: General Manager/Administrator
If to the Utilities Authority:	Midwest City Utilities Authority Midwest City City Hall 100 North Midwest Boulevard Midwest City, Oklahoma 73110 Attn: General Manager/Administrator

All other terms and conditions contained in the RESTATATE AND AMENDED ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT, DATED AUGUST 22, 2023, shall remain in full force and effect.

IN WITNESS WHEREOF, the EDA, the Utilities Authority, AGI and the Company have caused this instrument to be duly executed this _____ day of _____, 2026.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Chairman

(SEAL)
ATTEST:

Secretary

MIDWEST CITY UTILITIES AUTHORITY

Chairman

(SEAL)
ATTEST:

Secretary

AGI PROPERTIES, LLC

Manager/Managing Member

AMERICAN GLASS, INC.

President

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Mathews D. Dukes, II, Chairman of the Midwest City Economic Development Authority, a public trust, on behalf of the Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Notary Public

(SEAL)

My Commission Expires: _____

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Mathews D. Dukes, II, Chairman of the Midwest City Utilities Authority, a public trust, on behalf of the Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Notary Public

(SEAL)

My Commission Expires: _____

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

BEFORE ME, a notary public in and for said City and state, on this ____ day of _____, 2026, personally appeared _____, to me known to be the identical person who subscribed the name of AGI Properties, LLC to the foregoing instrument as its Manager/Managing Member and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such limited liability company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Notary Public

(SEAL)

My Commission expires _____

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

BEFORE ME, a notary public in and for said City and state, on this ____ day of _____, 2026, personally appeared _____, to me known to be the identical person who subscribed the name of American Glass, Inc. to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Notary Public

(SEAL)

My Commission expires _____

APPENDIX "2"

ROAM Studios Approved Plans for Project 95201:
The Installation of Subdivision Signs at the Soldier Creek Industrial Park



ARCHITECTURE
+
INTERIOR DESIGN
1111 N. MARKET ST.
SUITE 100
OKLAHOMA CITY, OK 73103
405.232.8433
405.232.8430
405.232.8438
OklahomaCity
Architecture.com

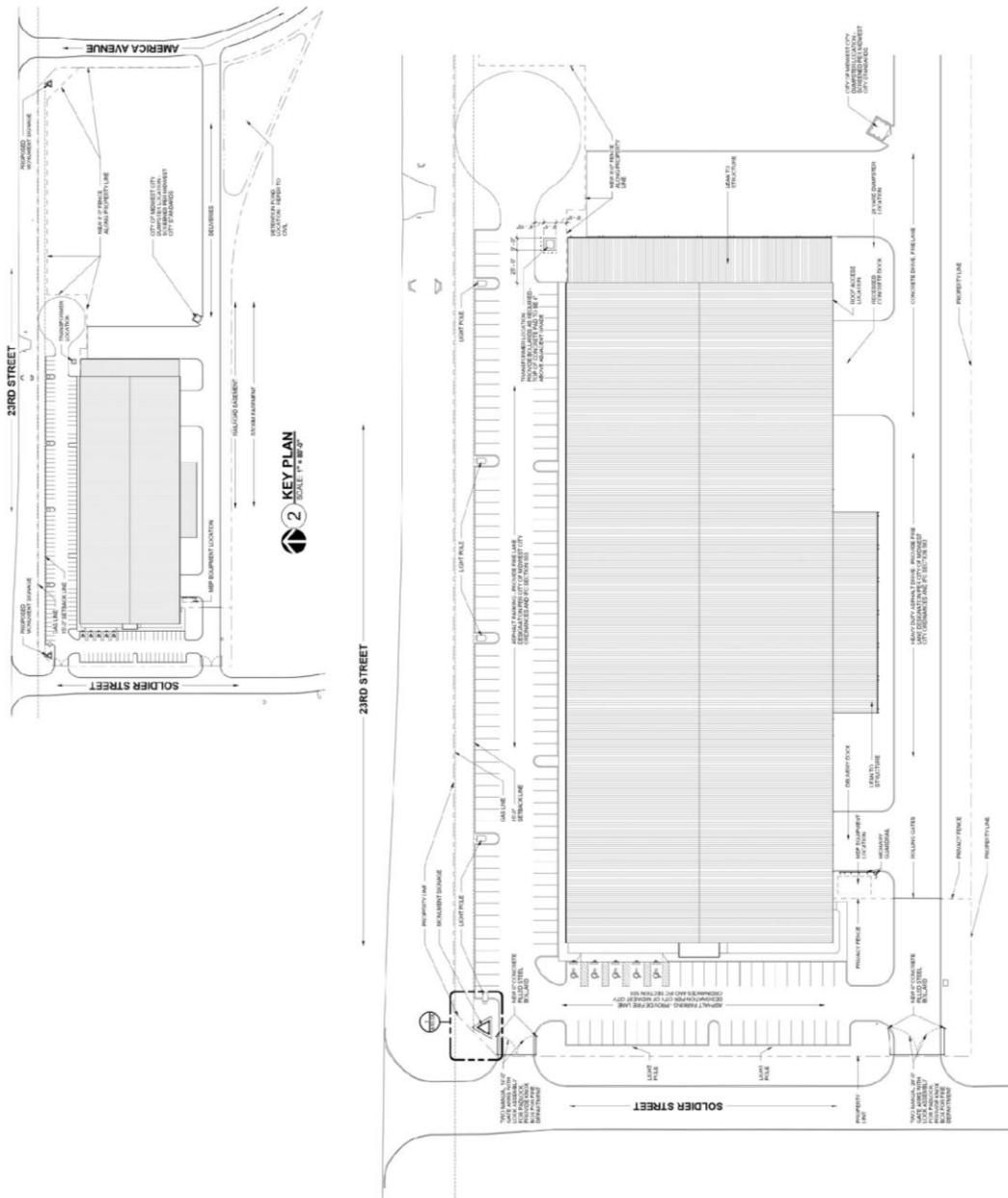
SOLDIER CREEK MONUMENT SIGNAGE

2150 N AMERICAN AVENUE, MIDWEST CITY, OKLAHOMA 73110

PERMIT SET



DATA
SEPTEMBER 20, 2022
SIXTY INC.
A100





**ROAM
STUDIO**

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NOTICE

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PUBLIC DISCUSSION

