



## CITY OF MIDWEST CITY MEETINGS FOR June 25, 2024

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All Council/Authority/Commission meetings of the City of Midwest City (MWC) elected officials will be held in the Council Chamber located at 100 N. Midwest Blvd., Midwest City, OK 73110, Oklahoma County, Oklahoma, unless notified otherwise.

Regularly scheduled meetings of the elected officials will be streamed live and recorded on the MWC YouTube channel: [Bit.ly/CityofMidwestCity](https://bit.ly/CityofMidwestCity) with the recorded videos available there within 48 hours.

Special Assistance for a Meeting: Send request via email to [tanderson@midwestcityok.org](mailto:tanderson@midwestcityok.org) or call 405-739-1220 no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

Please note that the elected officials will informally gather at or after 5:00 PM in the City Manager's Conference room for dinner for evening meetings; however, no business will be discussed or acted upon. Meals will only be provided to the City Council and staff. Doors to the Council Chamber will be open to the public fifteen minutes prior to the start of a meeting.

For the purposes of all meetings of the MWC elected and/or appointed officials, the term "possible action" shall mean possible adoption, rejection, amendments, postponements, and/or recommendation to the City Council and/or Authorities.

Pursuant to Midwest City Resolution 2022-50, the following rules of conduct and engagement are in effect for all meetings of the MWC elected and/or appointed officials:

1. Only residents of the City, and/or identifiable business doing business in or with the City, or where it is required by statute during public hearings may speak during a public meeting, unless by majority vote of the City Council, non-residents may be permitted to comment on agenda items that impact them. To verify this new requirement, speakers must state their name and City residential/business address or provide/present proof of residential/business address to the City Clerk before addressing the elected officials.
2. There will be a 4 (four) minute time restriction on each speaker, which can be extended by a vote of the City Council, only if it benefits and/or clarifies the discussion at hand. The City Clerk, or designee, will be the timekeeper and will notify the chair when time has expired.
3. The Mayor/Chair reserves the right to remove individuals from the audience if they become disorderly. If the Mayor/Chair asks a disruptive individual to leave and the individual refuses to leave, the meeting will be recessed and appropriate law enforcement action will be taken.
4. Agenda items requesting action of the elected officials shall include:
  1. Presentation by City Staff and/or their invited guest speaker;
  2. If a public hearing is required, questions and discussion by and between the elected officials, City Staff, and the public;
  3. Questions and discussion by and between the elected officials and City Staff, invited guest speaker, and/or public during a public hearing; and
  4. Motion and second by the elected officials.
  5. If a motion is to be amended, the one who made the motion may agree and restate the motion with the amendment; however, if the maker of the motion does not agree to the amendment, the motion may be voted on as it stands.
  6. Final discussion and possible action/amended motion by the elected officials.



## CITY OF MIDWEST CITY COUNCIL AGENDA

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

June 25, 2024 – 6:00 PM

Presiding members: Mayor Matthew Dukes

Ward 1 Susan Eads

Ward 3 Rita Maxwell

Ward 5 Sara Bana

Ward 2 Pat Byrne

Ward 4 Marc Thompson

Ward 6 Rick Favors

City Staff:

City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Assistant City Manager Vaughn Sullivan
- Pledge of Allegiance by Council Member
- Mayoral Proclamations: Lakes Appreciation Month
- Community-related announcements and comments

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

1. Discussion, consideration, or possible action to approve the June 11, 2024 meeting minutes. (City Clerk - S. Hancock)
2. Discussion, consideration, and possible action of approving; 1) the proposed 2024 Action Plan, a part of the 2020-2024 Consolidated Plan and Strategy, for the use of 2024 Community Development Block Grant (CDBG) funds; 2) authorization of the Mayor to submit the approved and/ or modified certifications to the U.S. Department of Housing and Urban Development; and 3) authorization of the Mayor and City Manager to enter into the necessary contracts to implement said program. (T-Craft, Grants Manager).
3. Discussion, consideration and possible action of approving a contract for FY 24-25 in the amount of \$225,583 with Central Oklahoma Transportation and Parking Authority (COTPA) for the provision of EMBARK Route 15 bus service in Midwest City. (T. Craft - Grants Management)
4. Discussion, consideration, and possible action of renewing a contract without modifications for FY 2024-2025, with NAPA Auto Parts for the on-site turnkey vehicle and equipment part operation in the City-wide budgeted amount of \$1,500,000.00. (Fleet - C. Davis)

5. Discussion, consideration, and any possible action of approving renewing a contract without modifications for FY 2024-2025 with Tyler Technologies for software maintenance for Police, 911, and Court in an amount not to exceed \$198,614.06. (Information Technology - A. Stephenson)
6. Discussion, consideration, and possible action renewing without modification the utility bill production agreement with Dataprose, LLC, for FY 24-25. (City Clerk - S. Hancock)
7. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Grants Fund, revenue/Intergovernmental (06) \$254,000; expenditures/Transfers Out (06) \$254,000. Street Tax Fund, revenue/Transfers In (00) \$254,000; expenditures/Park & Rec (06) \$254,000. Police Lab Fee Fund, expenditures/Transfers Out (62) \$9,298. Police Impound Fees Fund, revenue/Transfers In (00) \$9,298. Grants Fund, revenue/Intergovernmental (24) \$117,820; expenditures/Transfers Out (24) \$117,820. General Government Sales Tax Fund, revenue/Transfers In (00) \$117,820; expenditures/Engineering & Construction Services (24) \$117,820. 2018 Election G.O. Bond Fund, expenditures/Street (09) \$64,634. General Fund, expenditures/Transfers Out (00) \$813,957. Police Fund, revenue/Transfers In (00) \$367,284. Fire Fund, revenue/Transfers In (00) \$296,962. Hotel Motel Fund, expenditures/Transfers Out (00) \$169,727. Park & Recreation Fund, revenue/Transfers In (00) \$23,762. CVB Fund, revenue/Transfers In (00) \$95,047. Welcome Center Fund, revenue/Transfers In (00) \$50,918. General Fund, revenue/Transfers In (00) \$149,711. Municipal Court Fund, revenue/Investment Interest (00) \$2,700; expenditures/Transfers Out (00) \$2,700. General Fund, revenue/Transfers In (00) \$2,700. G.O. Debt Service Fund, expenditures/Transfers Out (00) \$112,339. 2018 Election G.O. Bond Fund, revenue/Transfers In (00) \$112,339. Hotel Motel Fund, revenue/Investment Interest (00) \$169,727. L&H Fund, expenditures/Personnel (03) \$500,000. (Finance - T. Cromar)
8. Discussion, consideration, and possible action approving the contract amendments with Garver; H.W. Lochner; Lee Engineering; LMRK Engineering; Plummer Associates; and R.L. Shears Company, to renew the contracts for FY 24/25. (Engineering & Construction Services - B. Bundy)
9. Discussion, consideration, and possible action of approving Change Order #01 with C4L for the Midwest City Police Department Restroom Renovation for \$44,762.00 and 43 additional days. (Engineering & Construction Services - B. Bundy)
10. Discussion, consideration and possible action regarding a resolution to renew the Projects Agreement required by the Tax Apportionment Refunding Bonds, Taxable Series 2018 for FY 2024-2025. (Finance - T. Cromar)
11. Discussion, consideration and possible action approving a resolution to renew the Sales Tax Agreement required for Capital Improvement Refunding Revenue Bonds, Series 2019 for FY 2024-2025. (Finance - T. Cromar)

- [12.](#) Discussion, consideration, and possible action of approving Amendment No. 2 with Tunnel, Spangler & Associates, Inc. for the schematic design and pricing of the Parklawn Drive and National Avenue Revitalization Project. (Planning & Zoning - M. Summers)
- [13.](#) Discussion, consideration, and possible action of declaring (1) 2014 Chevrolet Caprice and its contents, as surplus and authorizing disposal by public auction, sealed bid or other means necessary.
- [14.](#) Discussion, consideration, and possible action of declaring the items listed below as surplus and authorizing their disposal by public auction, sealed bid or other means as necessary.(City Manager - T. Lyon)

D. DISCUSSION ITEMS.

- [1.](#) Discussion, consideration and possible action of approving a contract with Arledge & Associates, P.C. to perform the FY 2023-2024 audit of Midwest City's financial statements for the audit fee of \$52,400, Single Audit Fee of \$5,200 and major programs \$3,700 each. (T. Cromar - Finance)
- [2.](#) (PC-2174) Public hearing, discussion, consideration, and possible action of approval of the Preliminary Plat of Dentistry by Design for the property described as a part of the North Half (N/2) of the Southwest Quarter (SW/4) of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian also addressed as 2500 S. Douglas Blvd., Midwest City, OK 73130. (Planning & Zoning- M. Summers)
- [3.](#) (PC-2177) Public hearing, discussion, consideration, and possible action approving a Resolution amending the Comprehensive Plan from Single-Family Detached Land Use to Medium Density Land Use and; an Ordinance to redistrict from Single-Family Detached Residential District ("R-6") to Medium Density Residential Land use ("R-MD"), for the property described as a part of the Southwest Quarter (SW/4) of Section Thirty (30), Township Twelve (12) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 1205 Wilkinson Dr., Midwest City. (Planning & Zoning- M. Summers)
- [4.](#) (PC-2178) Public hearing, discussion, consideration, and possible action approving an Ordinance to redistrict from Planned Unit Development ("PUD") governed by General Commercial District ("C-4") to Amended Planned Unit Development ("PUD") governed by General Commercial District ("C-4"), for the property described as a part of the Southeast Quarter (SE/4) of Section Thirty-Five (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 8713 E. Main St., Midwest City. (Planning & Zoning- M. Summers)



- E. NEW BUSINESS/PUBLIC DISCUSSION. “In accordance with State Statute Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Council on any subject not scheduled on the regular agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.”
- F. EXECUTIVE SESSION.
1. Discussion, consideration, and possible action to 1) entering into executive session, as allowed under Title 25 Section 307 (B)(3) to discuss confidential communications concerning the purchase or appraisal of real property regarding Sooner Town Center and 2) authorizing the City Manager to take action as appropriate based on discussion. (City Manager - T. Lyon)
- D. DISCUSSION ITEMS CONTINUED.
5. Discussion, consideration, and possible action of approving an Ancillary Agreement with Sooner Town Center, LLC and Sooner Town Center II, LLC. (D. Maisch – City Attorney).
- G. FURTHER INFORMATION.
1. Review of the May 7, 2024 Planning Commission Meeting Minutes. (Planning & Zoning - M. Summers)
  2. Review of the City Manager's Report for the month of May 2024. (Finance - T. Cromar)
  3. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager for May 2024. (Human Resources - T. Bradley)
  4. Monthly Residential and Commercial Building report for May 2024 Building Report (Engineering & Construction Services—B. Bundy)
- H. ADJOURNMENT.



CONSENT AGENDA



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

## Midwest City Council Minutes

June 11, 2024

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

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

Ward 1 Susan Eads	Ward 2 Pat Byrne	City Manager Tim Lyon
Ward 3 Rita Maxwell	Ward 4 Marc Thompson	City Clerk Sara Hancock
Ward 5 Sara Bana	Ward 6 Rick Favors	City Attorney Don Maisch

OPENING BUSINESS. The Invocation was led by Assistant City Manager Vaughn Sullivan. Pledge of Allegiance was led by Don Maisch. City Manager Tim Lyons made community-related announcements and comments.

CONSENT AGENDA. Byrne made a motion to approve the consent agenda with the exception of pulling items 5, 8, and 18, seconded by Favors. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: None. Motion Carried.

1. Discussion, consideration, and possible action to approve the May 28, 2024 meeting minutes.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Workers Comp Fund, expenditures/Transfers Out (00) \$175,380. Risk Fund, revenue/Transfers In (00) \$175,380. Grants Fund, revenue/Intergovernmental (57) \$790,000; expenditures/Transfers Out (57) \$790,000. Capital Improvements Fund, revenue/Transfers In (00) \$790,000; expenditures/Capital Improvements (57) \$790,000.
3. Discussion, consideration, and possible action of awarding a bid to and entering into a contract with BWR Design Group, LLC for \$71,800.00 and for 60 Calendar Days for the design of Engineered Construction Plans for water and sewer line extensions to the intersection of S.E. 29<sup>th</sup> Street and Douglas Boulevard. City Council delegates the Mayor to sign and execute the contract.
4. Discussion, consideration, and possible action of the approval of Change Order 2 for the 2018 Bond Asphalt Phase 4 project with Silver Star Construction Co., Inc. in the amount of \$172,998.96 respectively. City Council delegates the Mayor to sign and execute the agreement.
6. Discussion, consideration, and possible action regarding entering into a contract for a Stop Loss Policy with HCC Life Insurance Company through Stealth Partner Group, LLC, to provide and administer specific and aggregate stop loss coverage for the Employee Health Benefits Plan for the fiscal year 2024-2025 at the rate of \$5.09 per employee per month for an annual attachment point of \$11,033,491.32 and \$109.30 per employee per month for a specific attachment point of \$150,000 per covered person.

7. Discussion, consideration and possible action of approving a Public Safety Answering Point (PSAP) Agreement with SSM Health-St. Anthony Hospital-Midwest Ambulance Service.
9. Discussion, consideration, and possible action regarding the Administrative Services Agreement with Health Care Services Corporation to provide administrative services for the Employee Health Benefits Plan for the FY 2024-2025 for a net cost of \$65.26 per employee per month.
10. Discussion, consideration, and possible action of purchasing an excess general liability insurance policy with Berkley Public Entity for fiscal year 2024-2025 at an annual cost of \$215,000 with a self-insured retention of \$250,000. Policy limits are \$1,000,000 per occurrence with a \$2,000,000 aggregate.
11. Discussion, consideration, and possible action of renewing an administrative service contract with Consolidated Benefits Resources to provide claims services for the City of Midwest City's workers compensation, and general liability programs for fiscal year 2024-2025 for the amount of \$42,000 per year with no changes from the current contract and the proposed contract.
12. Discussion, consideration, and possible action of renewing an excess workers compensation policy with Midwest Employers for the City of Midwest City's Workers' Compensation Self-Insurance Plan for fiscal year 2024-2025 at an annual cost of \$148,942 with a self-insured retention of \$750,000 per claim for Police and Fire, and \$500,000 for all other employees.
13. Discussion, consideration, and possible action of renewing a property insurance policy with a \$10,000 deductible, including wind and hail for the premium rate of \$417,667 for fiscal year 2024-2025 with Oklahoma Municipal Assurance Group (OMAG).
14. Discussion, consideration, and possible action of renewing our auto liability and auto/equipment physical damage policy with Oklahoma Municipal Assurance Group (OMAG). The auto and equipment policy has a \$1,000 deductible for comprehensive and collision coverage, including auto liability at a premium rate of \$255,769 for fiscal year 2024-2025.
15. Discussion, consideration, and possible action of renewing an excess general liability insurance policy with States Self-Insurers Risk Retention Group, Inc. for fiscal year 2024-2025 at an annual cost of \$164,626 with a self-insured retention of \$1,000,000. Policy limits are \$2,000,000 per occurrence with a \$5,000,000 aggregate.
16. Discussion, consideration, and possible action regarding the renewal of the Collective Bargaining Agreement (CBA) between the City of Midwest City and the International Association of Firefighters (IAFF) Local 2066, as negotiated to be effective from July 1, 2022, through June 30, 2025.
17. Discussion, consideration, and any possible action of approving renewing contracts without modifications for FY 2024-2025 with Azteca Systems, LLC for Cityworks maintenance in the amount of \$178,231.20 and Central Square for Naviline maintenance in the amount of \$122,730.54.
19. Discussion, consideration, and possible action of passing and approving Resolution 2024-07 nominating Richard "Troy" Bradley as a candidate to fill the Trustee-at-Large position on the Board of Trustees of the Oklahoma Municipal Retirement Fund (OkMRF) representing all OkMRF members for a five year term beginning October 1, 2024, through October 1, 2029.

20. Discussion, consideration, and possible action of appointing Alan Clark for a three-year term to the City of Midwest City Builder's Advisory Board.
21. Discussion, consideration, and possible action of reappointing Steve Franks and Steve Bagwell for three-year terms to the City of Midwest City Plumbing, Gas, and Mechanical Board.
22. Discussion, consideration and possible action of reappointing Wade Moore to the Urban Renewal Authority for a three year term ending July 31, 2027.
5. **Discussion, consideration, and possible action of approving a project agreement generally known as State Job Number 36725(04) with the Oklahoma Department of Transportation (ODOT) to receive \$324,000 in construction federal funds for a future federal aid project to construct sidewalk along the south side of NE 23<sup>rd</sup> St from Air Depot Blvd to Soldier Creek Industrial Park and associated work.**

Bundy addressed Council. After Staff and Council discussion, Byrne made a motion to approve agreement, seconded by Thompson. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: None. Motion Carried.

8. **Discussion, consideration, and possible action of approving an Ancillary Agreement with Sooner Town Center, LLC and Sooner Town Center II, LLC. (D. Maisch – City Attorney).**

Maisch, Lyons, and Coleman addressed Council. After Staff and Council discussion, Bana made a motion to approve, Eads made a motion to Take No Action. Bana withdrew her original motion and made a motion to taken no action, seconded by Eads. Voting Aye: Eads, Thompson, Bana. Nay: Byrne, Maxwell, Favors, and Dukes. Motion Failed. Further discussion was had between Staff and Council. No Action Taken.

18. **Discussion, consideration, and possible action of making a matter of record Permit No. SL00055240237 from the State Department of Environmental Quality for the O'Reilly's sewer line extension located at 9809 S.E. 15th, Midwest City, Oklahoma. (Engineering & Construction Services - P. Menefee)**

Favors recused himself from the Chamber. Bundy addressed Council. After Staff and Council discussion, Byrne made a motion to approve agreement, seconded by Maxwell. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: None. Recused: Favors. Motion Carried.

#### DISCUSSION ITEMS.

1. **Discussion, consideration, and possible action of adopting an Ordinance amending the Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors; Article IV, Garage Sales, Yard Sales, Etc.; Section 32-76, Exemption; and Providing for Repealer and Severability.**

Maisch addressed Council. After discussion, Eads made a motion to approve Ordinance 3562, seconded by Byrne. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: None. Motion Carried.

**2. Public hearing with discussion, consideration and possible action on a resolution approving the City of Midwest City, Oklahoma budget for fiscal year 2024-2025 in the amount of \$126,237,836 and establishing budget amendment authority.**

Cromar addressed Council. After discussion, Byrne made a motion to approve RES 2024-08, seconded by Bana. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: None. Motion Carried.

NEW BUSINESS/PUBLIC DISCUSSION. Jeff Moore of 516 N Cedar addressed Council.

At 6:51 PM Council recessed. Byrne made a motion to approve, seconded by Eads. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: None. Motion Carried.

At 7:51 PM Council reconvened. Byrne made a motion to approve, seconded by Bana. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: None. Motion Carried.

EXECUTIVE SESSION.

**1. Discussion, consideration, and possible action to 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 of 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 regarding review of litigated settlements and Attorney General Opinion 2024-8 and 2) authorizing the City Manager to take action as appropriate based on discussion.**

At 7:51 PM Byrne made a motion to enter Executive Session, seconded by Bana. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: None. Motion Carried.

At 8:38 PM Eads made a motion to return to Open Session, seconded by Favors. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: None. Motion Carried.

No Action Needed.

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 8:38 PM

ATTEST:

\_\_\_\_\_  
MATTHEW D DUKES II, Mayor

\_\_\_\_\_  
SARA HANCOCK, City Clerk





**Grants Management**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
**405.739.1216**

**TO:** Honorable Mayor and City Council

**FROM:** Terri L. Craft, Grants Manager

**DATE:** June 25, 2024

**SUBJECT:** Discussion, consideration, and possible action of approving; 1) the proposed 2024 Action Plan, a part of the 2020-2024 Consolidated Plan and Strategy, for the use of 2024 Community Development Block Grant (CDBG) funds; 2) authorization of the Mayor to submit the approved and/ or modified certifications to the U.S. Department of Housing and Urban Development; and 3) authorization of the Mayor and City Manager to enter into the necessary contracts to implement said program.

On June 3, 2024, the Citizens' Advisory Committee on Housing and Community Development conducted a public hearing and recommended approval of the 2024 Action Plan. A summary of the proposed plan was published in the *Midwest City Beacon* on April 8, 2024, April 24, 2024, and May 15, 2024. During the 30-day comment period, copies of the proposed plan were available for public review at Midwest City Hall, Midwest City Library, Midwest City Senior Center, Midwest City Neighborhood Services Office, Midwest City Neighborhoods in Action Office and the City of Midwest City website. The final document will be posted on the City of Midwest City website at <https://www.midwestcityok.org/grants/page/public-documents-notice>.

The Consolidated Plan and annual action plans identify Midwest City's priority housing and non-housing community development needs and outline a strategy to address those needs within the CDBG program. An approved consolidated plan is a requirement for continued funding from the U.S. Department of Housing and Urban Development. The 2024 Action Plan reiterates goals and objectives, and contains descriptions of activities to be undertaken during fiscal year 2024-25 using CDBG funds, as recommended by the Citizens' Advisory Committee. It serves as Midwest City's application for 2024 Community Development Block Grant (CDBG) funding. A 2024 Action Plan budget summary is attached for your information.

Staff recommends approval of the attached proposed 2024 Action Plan and authorizations for certifications and contract documents.

Terri L. Craft  
Grants Manager

**PROPOSED**  
**2024 CDBG ACTION PLAN BUDGET SUMMARY**

2024 CDBG Allocation	\$ 415,634.00	(2023 - \$392,168)
Prior Year Funds	<u>\$ 9,363.00</u>	

**TOTAL:** **\$ 424,997.00**

Primary Systems Home Repair Program	\$ 85,000.00
Senior Social Services Program (Autumn House Social Services)	\$ 14,000.00
Before/After School Scholarships (Latchkey Child Services)	\$ 9,000.00
At-Risk Youth and Family Program (Mid-Del Youth & Family)	\$ 11,500.00
Homeless Services (Leah's Hope Transitional Annex)	\$ 9,000.00
Senior Transportation Services - COTPA	\$ 5,000.00
Fair Housing Services - Metropolitan Fair Housing Council	\$ 8,000.00
Transitional Housing Property Rehab	\$ 50,000.00
Housing Rehab Admin, Payroll/Benefits, Fleet	\$137,707.00
Gen Admin, Payroll/Benefits	\$ 76,058.00
Contingency	<u>\$ 19,732.00</u>
Total 2024 CDBG Budget:	\$ 424,997.00



**The City of Midwest City**  
**Community Development Block Grant Program**

Final Year of the Five Year Consolidated Plan and Strategy

**FY 2024 -2025 Annual Action Plan**

Prepared by: Grants Management Department

Submitted to: U.S. Department of Housing and Urban Development  
Oklahoma City Office, Region VI  
Community Planning and Development  
301 NW 6<sup>th</sup> Street, Suite 200  
Oklahoma City, Oklahoma 73102

# Executive Summary

## AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

### 1. Introduction

The City of Midwest City has prepared the 2020-2024 Consolidated Plan (Con Plan) as a requirement to receive U.S. Housing & Urban Development (HUD) Community Development Block Grant (CDBG) program funds. The Consolidated Plan outlines the needs, goals, and priorities for the City of Midwest City for a five year period through a needs assessment, strategic plan, and action plan, including the process of preparation, consultation, and administration. It is guided by the primary objectives of the Community Development Block Grant (CDBG) program: 1) providing decent housing; 2) a suitable living environment; and 3) expanded economic opportunities; principally benefiting persons of low to moderate income. An Annual Action Plan implements the strategies and provides a basis for allocating Community Development Block Grant (CDBG) resources. This document, the City of Midwest City's 2024 CDBG Action Plan, represents the goals and programming of funds for activities to be undertaken in year five of the five year Consolidated Plan covering the period of July 1, 2024 to June 30, 2025.

### 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Midwest City plans to use its CDBG funds for housing, community development and public service activities. Objectives and outcomes for 2020-2024 include:

#### 1 - Decent, Affordable Housing:

- a. Provide low income (LI) homeowners with needed rehabilitation grants to address code deficiencies, accessibility and/or emergency repairs.
- b. Assist low to moderate (LMI) homeowners with financial assistance for home rehabilitation.
- c. Assist low to moderate (LMI) homebuyers with down payment financial assistance.
- d. Assist with transitional housing opportunities for homeless families.
- e. Assist with increasing the supply of affordable infill housing within existing residential developments.

#### 2 - Suitable Living Environments:

- a. Invest in low and moderate income areas/clientele by improving or constructing infrastructure, public improvements, and public facilities.
- b. Eliminate slum and blighted properties, city-wide, through acquisition, rehabilitation and/or demolition.
- c. Provide public services to low and moderate income persons, through senior programs, at-risk youth programs, transportation assistance, crime prevention, homeless services, emergency services, programs for the disabled, child care/after school programs, educational programs, life skill programs, utility assistance, job training, improving quality of life, etc.
- d. Promote and ensure fair housing and equal opportunity in all programs.

### **3 – Economic Opportunity:**

1. Encouraging economic independence and promoting economic development activities within Midwest City, to include job creation, job training and internships, life skill enhancement, higher education and technical education opportunities, Volunteer Income Tax Assistance Program, etc.

### **3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The city's past programs have focused on community needs that continue to exist, including aging housing and infrastructure, neighborhood and public improvements, and public services. The programs the city has used to address these needs have been well received by residents and neighborhood organizations. The City of Midwest City believes the programs proposed for the 2024 Action Plan year continue to be the most efficient and effective use of HUD Community Development Block Grant funds.

### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

Citizen participation in all stages of the consolidated planning process is essential in developing and maintaining a program that reflects the needs of the citizens. The City of Midwest City follows a detailed citizen participation plan in an effort to encourage communication, to provide for dissemination of information, and to develop and provide activities that reflect the needs of citizens and the city. The Citizens' Advisory Committee on Housing and Community Development acts as an advisory body to the Midwest City Council on matters concerning HUD housing and community development programs. The

committee meets on call, generally 3 to 4 times a year, during the planning process and to review the program performance. The citizen participation plan includes the advisory body, public hearings, outreach, public information methods, technical assistance, and the city's anti-displacement plan.

The City of Midwest City Grants Management Department staff coordinated the efforts of the city, to include residents, civic and business leaders, housing providers, private and public agencies, health, mental/health and service providers in the implementation of the Consolidated Plan and in coordinating efforts among agencies serving the homeless, veterans, youth, families, housing and shelter providers, health, mental health and institutions potentially discharging into homelessness, and at risk support providers. This coordination was made through phone calls, meetings, surveys, email, consultations, existing communications, mail correspondence; neighborhood, committee and community meetings; and other meetings/activities throughout the year.

**5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

See Section AP-12 for a public comments received during the development of the 2024 Action Plan.

**6. Summary of comments or views not accepted and the reasons for not accepting them**

All public comments were included in the consolidated planning document.

**7. Summary**

See above.



**PR-05 Lead & Responsible Agencies – 91.200(b)**

**1. Agency/entity responsible for preparing/administering the Consolidated Plan**

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	MIDWEST CITY	Grants Management Department

**Table 1 – Responsible Agencies**

**Narrative (optional)**

**Consolidated Plan Public Contact Information**

Terri L. Craft

Grants Manager

City of Midwest City

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## **AP-10 Consultation – 91.100, 91.200(b), 91.215(I)**

### **1. Introduction**

#### **Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))**

The City of Midwest City Grants Management Department staff coordinated the efforts of the city, residents, civic and business leaders, housing providers, private and public agencies, health, mental/health, other service providers, institutions potentially discharging into homelessness, and at-risk support providers in the development of the 2020-2024 Consolidated Plan. This coordination was accomplished through phone and in person meetings, surveys, email, consultations, existing communications, mail correspondence; neighborhood, committee and community meetings; and other events/activities throughout the year. Midwest City does not have a housing authority and is allowed no influence over assisted housing projects that are developed through programs administered by the Oklahoma Housing Finance Agency (OHFA).

#### **Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The City of Midwest City is in the jurisdiction of the Oklahoma Balance of State Continuum of Care, which includes the Oklahoma City metropolitan area entitlement cities of Midwest City, Edmond and Shawnee and a large part of rural Oklahoma (approximately 1/3 of the state). Since Midwest City is a part of this larger area Continuum of Care, the homeless population count and numbers are not available for the Midwest City community alone through the COC. Northwest Domestic Crisis Services in Woodward, Oklahoma is the lead entity for the Oklahoma Balance of State Continuum of Care. Midwest City works to identify and address the needs of homeless persons and persons at risk of homelessness through local resources, which include the Homeless Task Force initiated by the Midwest City Police Department. They are the first contact with homeless individuals encountered on the street panhandling or in makeshift encampments to distribute toiletry packs and provide assistance. Referrals are made through 211 and other service providers working through the Oklahoma City Continuum of Care in the metropolitan area.

#### **Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The City of Midwest City does not receive ESG funds.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	COMMUNITY ACTION AGENCY OF OKLAHOMA/CANADIAN COUNTIES
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Children Services-Elderly Persons Services-Employment
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	
2	<b>Agency/Group/Organization</b>	Central Oklahoma Transportation and Parking Authority
	<b>Agency/Group/Organization Type</b>	Services-Elderly Persons Services-Persons with Disabilities
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	
3	<b>Agency/Group/Organization</b>	Oklahoma Department of Commerce
	<b>Agency/Group/Organization Type</b>	Services-Employment Other government - State Civic Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs Economic Development Anti-poverty Strategy

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	
4	<b>Agency/Group/Organization</b>	Metropolitan Fair Housing Council
	<b>Agency/Group/Organization Type</b>	Service-Fair Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	
5	<b>Agency/Group/Organization</b>	Catholic Charities Archdiocese of OKC
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-homeless Services - Victims
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Families with children Homelessness Strategy Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	
6	<b>Agency/Group/Organization</b>	Mid-Del Youth and Family Services
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Victims of Domestic Violence Services - Victims
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	

7	<b>Agency/Group/Organization</b>	AUTUMN HOUSE
	<b>Agency/Group/Organization Type</b>	Housing Services-Elderly Persons Services-Persons with Disabilities
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	
8	<b>Agency/Group/Organization</b>	Latchkey Child Care Services
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Education
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	
9	<b>Agency/Group/Organization</b>	Mid-Del Food Pantry
	<b>Agency/Group/Organization Type</b>	Food Pantry
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	
10	<b>Agency/Group/Organization</b>	Mission Mid-del
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Elderly Persons Services-homeless



	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Families with children Non-Homeless Special Needs Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	
11	<b>Agency/Group/Organization</b>	Mid-Del Group Homes
	<b>Agency/Group/Organization Type</b>	Housing Services-Persons with Disabilities
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	
12	<b>Agency/Group/Organization</b>	Oklahoma County Social Services
	<b>Agency/Group/Organization Type</b>	Other government - County
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Families with children Non-Homeless Special Needs Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	
13	<b>Agency/Group/Organization</b>	Boys and Girls Club of Oklahoma County
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Education
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	

14	<b>Agency/Group/Organization</b>	Midwest City Chamber of Commerce
	<b>Agency/Group/Organization Type</b>	Business Leaders Civic Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	
15	<b>Agency/Group/Organization</b>	Leah's Hope
	<b>Agency/Group/Organization Type</b>	Services – Housing Services – Victims of Domestic Violence
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs – Families with Children
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	
16	<b>Agency/Group/Organization</b>	Oklahoma Housing Finance Agency
	<b>Agency/Group/Organization Type</b>	Housing PHA
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Needs Assessment Public Housing Needs Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	
	<b>Agency/Group/Organization</b>	Neighborhood Housing Services

17	<b>Agency/Group/Organization Type</b>	Housing Services - Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Needs Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	
18	<b>Agency/Group/Organization</b>	Red Rock Behavioral Health Center
	<b>Agency/Group/Organization Type</b>	Services – Health Health Agency
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	

**Identify any Agency Types not consulted and provide rationale for not consulting**

N/A

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

<b>Name of Plan</b>	<b>Lead Organization</b>	<b>How do the goals of your Strategic Plan overlap with the goals of each plan?</b>
Continuum of Care	Oklahoma Department of Commerce	The City of Midwest City will support the Balance of State Continuum of Care goals and objectives through activities funded locally and by other sources.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Midwest City Comprehensive Plan	City of Midwest City	Goals are consistent with Comprehensive Plan.
Comprehensive Economic Development Strategy (CEDS)	Association of Central Oklahoma Governments (ACOG)	Goals are consistent.
Revitalization Plan for the Original Mile	City of Midwest City	Goals are consistent.

**Table 3 – Other local / regional / federal planning efforts**

**Narrative (optional)**

## **AP-12 Participation – 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

The City of Midwest City implements Housing and Community Development programs with funding provided by the US Department of Housing and Urban Development, as well as from other federal, state and local agencies. These funds include the Community Development Block Grant (CDBG) and the Home Investment Partnership Program (HOME) through the Oklahoma Housing Finance Agency (OHFA). Every five years, the city prepares a Consolidated Plan that examines the community's needs and establishes performance goals and outcomes. The Con Plan is submitted in accordance with instructions prescribed by HUD.

The Con Plan includes a Citizens Participation Plan, which provides information on how the community may participate in the process. Copies of the Citizens Participation Plan are available at the Grants Management Department, 100 N. Midwest Blvd., Midwest City, OK 73110.

The City of Midwest City develops Annual Action Plans for each year of the Con Plan (five years). The annual Action Plan details the specific programs and funding allocations to be made for the upcoming year. The programs contained within the annual Action Plan are in direct response to the needs and goals of the Con Plan. For the program year commencing on 7/1/2024, the annual Action Plan has been developed in association with the 2020-2024 Con Plan.

Midwest City's citizen participation efforts were broadened greatly in this consolidated planning cycle due to the ease in which information is accessible to the public through digital newsletters, social media, email, web-based surveys, YouTube and websites. The city has taken advantage of all digital opportunities but also continues to use physical surveys, document postings in public places, public hearings, newsletters, newspaper notices; and the review, input and recommendation provided by the Midwest City Citizens' Advisory Committee on Housing and Community Development, an advisory committee to the Midwest City Council.

**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Hearing	Non-targeted/broad community	The Citizen Advisory Committee on Housing and Community Development annual public needs meeting scheduled for November 27, 2023 comments were heard and documented	Comments on public services, and community needs.	N/A All comments were accepted	
2	Public Hearing	Non-targeted/broad community	The Citizens Advisory Committee on Housing and Community Development held a public hearing on June 6, 2024 to discuss the FY24 Action Plan and recommendation to city council.	Public Service providers discussed their proposals submitted for CDBG funds.	N/A	
3	Newspaper Ad	Non-targeted/broad community	Draft Action Plan available for review and comment prior to City Council Action to approve on June 25, 2024	No comments received.	N/A	
4	Internet Outreach	Non-targeted/broad community	The City of Midwest City maintains a website where public comments regarding unmet needs in the community are encouraged and collected year round.			<a href="https://www.midwestcityok.org/grants">https://www.midwestcityok.org/grants</a>

**Table 4 – Citizen Participation Outreach**



## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 5				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	415,634	0	9,363	424,997	0	Midwest City plans to receive CDBG funds at or below its current grant for year five.

**Table 5 - Expected Resources – Priority Table**

#### **Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

Midwest City will make every attempt to secure funding to continue its successful Homebuyer Assistance Program available to low and moderate income homebuyers. HOME funds competitively available through the Oklahoma Housing Finance Agency (OHFA) have been the primary funding source for Homebuyer Assistance. The City of Midwest City maintains a large HOME Program banked match balance which will satisfy program match requirements during this consolidated plan cycle. Local funds support Midwest City’s Housing Rehabilitation Program and Transitional Housing Programs. Matching funds needed for other grant programs are typically addressed with local funds.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

Midwest City currently has (4) vacant lots in the city's Original Mile Revitalization Area, (1) of which was originally acquired with Neighborhood Stabilization Program funds through the Oklahoma Department of Commerce (ODOC). The original land banking activity has been completed and has satisfied national objectives. The remaining lots will be part of a future RFP to provide infill housing in the Original Mile Revitalization Area. Midwest City also supports (1) head start facility, a Neighborhoods In Action Center, Senior Center, Neighborhood Services Center, Community Center and (5) transitional housing properties.

**Discussion**

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Preservation of safe, decent, affordable housing	2024	2025	Affordable Housing	Citywide	Affordable Housing	CDBG: \$222,707	Homeowner Housing Rehabilitated: 19 Household Housing Unit
2	Increasing the supply of affordable housing	2024	2025	Affordable Housing	Citywide	Affordable Housing	CDBG: \$0	Other: 10 Other
3	Facilities, infrastructure, improvements needed	2024	2025	Non-Housing Community Development		Public Facilities / Infrastructure / Improvements	CDBG: \$50,000	Other: 1 Other
4	Provide public assistance and services	2024	2025	Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Public Services	CDBG: \$56,500	Public service activities other than Low/Moderate Income Housing Benefit: 1020 Persons Assisted
5	Planning and Administration	2024	2025	Administration		Administration	CDBG: \$76,058	

**Table 6 – Goals Summary**

## Goal Descriptions

1	<b>Goal Name</b>	Preservation of safe, decent, affordable housing
	<b>Goal Description</b>	
2	<b>Goal Name</b>	Increasing the supply of affordable housing
	<b>Goal Description</b>	
3	<b>Goal Name</b>	Facilities, infrastructure, improvements needed
	<b>Goal Description</b>	
4	<b>Goal Name</b>	Provide public assistance and services
	<b>Goal Description</b>	
5	<b>Goal Name</b>	Planning and Administration
	<b>Goal Description</b>	

# Projects

## AP-35 Projects – 91.220(d)

### Introduction

The following projects are proposed for the city's 2024 CDBG Program.

### Projects

#	Project Name
1	FY24 Primary Systems Home Repair Program
2	FY24 Housing Rehab Administration
3	FY24 Housing Services - HOME HBA
4	FY24 Senior Services
5	FY24 At Risk Youth Services
6	FY24 Before/After School Childcare Scholarships
7	FY24 Senior Transportation Services
8	FY24 Homeless Services
9	FY24 Fair Housing Services
10	FY24 Transitional Housing Property Rehab
11	FY24 Administration
12	FY24 Unprogrammed Funds

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

## AP-38 Project Summary

### Project Summary Information

1	<b>Project Name</b>	FY24 Primary Systems Home Repair Program
	<b>Target Area</b>	
	<b>Goals Supported</b>	Preservation of safe, decent, affordable housing
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	CDBG: \$85,000
	<b>Description</b>	Assistance available to low income homeowners in need of primary systems repair, emergency improvements or accessibility modifications to their homes.
	<b>Target Date</b>	6/30/2025
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Estimated 17 low income homeowners will benefit.
	<b>Location Description</b>	City-Wide
	<b>Planned Activities</b>	Emergency home repairs to primary systems.
2	<b>Project Name</b>	FY24 Housing Rehab Administration
	<b>Target Area</b>	
	<b>Goals Supported</b>	Preservation of safe, decent, affordable housing
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	CDBG: \$137,707
	<b>Description</b>	Payroll, administrative, and fleet expenses for the Housing Rehabilitation Specialist
	<b>Target Date</b>	6/30/2025
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	(3) low to moderate income households will benefit from the Housing Rehabilitation Loan Program in addition to the (20) estimated Primary Systems Home Repair Program beneficiaries mentioned in Activity No. 1
	<b>Location Description</b>	City Wide
	<b>Planned Activities</b>	
3	<b>Project Name</b>	FY24 Housing Services - HOME HBA
	<b>Target Area</b>	
	<b>Goals Supported</b>	Increasing Supply of affordable housing
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	CDBG: \$0

	<b>Description</b>	Property Maintenance Code Inspections and Homebuyer Counseling supporting HOME Home Buyer Assistance Program
	<b>Target Date</b>	6/30/2025
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	(10) low to moderate income households (first time homebuyers) will benefit from the Homebuyer Assistance Program.
	<b>Location Description</b>	City-Wide
	<b>Planned Activities</b>	
4	<b>Project Name</b>	FY24 Senior Services
	<b>Target Area</b>	
	<b>Goals Supported</b>	Provide public assistance and services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: \$14,000
	<b>Description</b>	Daily senior public services and activities to include: coordinator, supplies, food, activity and transportation expenses.
	<b>Target Date</b>	6/30/2025
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	175 low income seniors and disabled citizens
	<b>Location Description</b>	Autumn House , low income congregate living facility located at 500 Adair Blvd. Midwest City, OK
	<b>Planned Activities</b>	Social services and activities that will meet the needs of the senior and disabled residents.
5	<b>Project Name</b>	FY24 At Risk Youth Services
	<b>Target Area</b>	
	<b>Goals Supported</b>	Provide public assistance and services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: \$11,500
	<b>Description</b>	Public services provided to at risk youth in community to include counseling, case management, classes, programs, etc.
	<b>Target Date</b>	6/30/2025
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 250 At risk low income youth and their families will benefit from the services provided.

	<b>Location Description</b>	Services will take place primarily at Mid-Del Youth and Family Services located at 8121 National Ave. Suite 401, Midwest City, OK 73110. Additional services may be provided at local schools.
	<b>Planned Activities</b>	Activities provided include counseling, classes, outreach, and case management.
<b>6</b>	<b>Project Name</b>	FY24 Before/After School Childcare Scholarships
	<b>Target Area</b>	
	<b>Goals Supported</b>	Provide public assistance and services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: \$9,000
	<b>Description</b>	Scholarships provided to low and moderate income families for children to attend before/after school programs.
	<b>Target Date</b>	6/30/2025
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	This funding will provide approximately 10 low to moderate income families with partial scholarships for before/after school child care.
	<b>Location Description</b>	The program takes place at several local elementary schools throughout Midwest City.
	<b>Planned Activities</b>	Before/After school child care scholarships.
<b>7</b>	<b>Project Name</b>	FY24 Senior Transportation Services
	<b>Target Area</b>	
	<b>Goals Supported</b>	Provide public assistance and services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: \$5,000
	<b>Description</b>	Senior transportation services provided to seniors for medical appointments in partnership with the Central Oklahoma Transportation and Parking Authority (COTPA).
	<b>Target Date</b>	6/30/2025
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 450 senior Midwest City residents in need of assistance for transportation to medical appointments.
	<b>Location Description</b>	Residents within ¼ mile of Route 15 Bus Route can participate
	<b>Planned Activities</b>	Senior/Disabled transportation
<b>8</b>	<b>Project Name</b>	FY24 Homeless Services
	<b>Target Area</b>	



	<b>Goals Supported</b>	Provide public assistance and services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: \$9,000
	<b>Description</b>	Rent and utilities to support Transitional Annex for homeless services.
	<b>Target Date</b>	6/30/2025
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	50 Persons – LMC Homeless
	<b>Location Description</b>	Transitional Annex located at 806 W. Curtis Drive, MWC, OK 73110
	<b>Planned Activities</b>	Provide facility support serving homeless families with needed services and case management.
9	<b>Project Name</b>	FY24 Fair Housing Services
	<b>Target Area</b>	
	<b>Goals Supported</b>	Provide public assistance and services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: \$8,000
	<b>Description</b>	Fair Housing advocacy, enforcement, legal services and outreach.
	<b>Target Date</b>	6/30/2025
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	30 LM Individuals
	<b>Location Description</b>	City- Wide
	<b>Planned Activities</b>	Fair housing services to the public – information, referrals, testing, classes.
10	<b>Project Name</b>	FY24 Transitional Housing Property Rehab
	<b>Target Area</b>	
	<b>Goals Supported</b>	Facilities, infrastructure, improvements needed
	<b>Needs Addressed</b>	Public Facilities / Infrastructure / Improvements
	<b>Funding</b>	CDBG: \$50,000
	<b>Description</b>	Rehabilitating (5) units of transitional housing
	<b>Target Date</b>	6/30/2024

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	5 families transitioning out of homelessness
	<b>Location Description</b>	5 units of transitional housing. Located in Midwest City, OK
	<b>Planned Activities</b>	Rehabilitation possibly to include, roof replacement, cabinetry, flooring, fencing etc. at transitional housing units.
11	<b>Project Name</b>	FY24 Administration
	<b>Target Area</b>	
	<b>Goals Supported</b>	Planning and Administration
	<b>Needs Addressed</b>	Administration
	<b>Funding</b>	CDBG: \$76,058
	<b>Description</b>	CDBG program administration expenses, including payroll, office supplies, publications, wages, equipment, travel, and training.
	<b>Target Date</b>	6/30/2025
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	N/A
	<b>Location Description</b>	
	<b>Planned Activities</b>	
12	<b>Project Name</b>	FY24 Unprogrammed Funds
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	
	<b>Funding</b>	CDBG: \$19,732
	<b>Description</b>	
	<b>Target Date</b>	6/30/2025
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	As needed, for approved activities.

## AP-50 Geographic Distribution – 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

All of Midwest City's housing programs are available citywide, which include low-income and minority concentrated areas. Public improvements or public facilities will benefit identified low and moderate income areas or low/mod clientele.

### Geographic Distribution

Target Area	Percentage of Funds
Citywide	100%

Table 8 - Geographic Distribution

### Rationale for the priorities for allocating investments geographically

Midwest City does not allocate CDBG investment geographically or in targeted areas, other than census defined low and moderate income areas.

### Discussion

# Affordable Housing

## AP-55 Affordable Housing – 91.220(g)

### Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	29
Special-Needs	0
Total	29

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	19
Acquisition of Existing Units	10
Total	29

Table 10 - One Year Goals for Affordable Housing by Support Type

### Discussion

Affordable housing goals may be met by Midwest City's housing rehabilitation programs - Housing Rehabilitation Loan Program (3), Primary Systems Home Repair Program (20) and the HOME funded Homebuyer Assistance Program (20). (5) Homeless households are also supported by Midwest City's Transitional Housing Program and are not reflected in the above numbers.

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

Midwest City does not have a public housing authority.

### **Actions planned during the next year to address the needs to public housing**

Not applicable.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

Not applicable.

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

Not applicable.

### **Discussion**

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

#### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

##### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The city works to identify and address the needs of homeless persons and persons at risk of homelessness through local resources, referrals to 211 and other service providers in the metropolitan area. Midwest City has historically only documented a handful of chronically homeless over the years, seeing our most pressing need to be assisting those at risk of homelessness in the community, however, in the past five years, the city has seen an increase in transitory homeless persons. The Midwest City Police Department created a homeless task force to serve as the initial contact, providing information, toiletry packets and assistance. Being in such close proximity to Oklahoma City shelters and social services, any immediate needs are satisfied through those entities. The 211 referral service refers to Oklahoma City providers, however, referrals often return to our community by way of transitional or permanent housing opportunities.

##### **Addressing the emergency shelter and transitional housing needs of homeless persons**

Midwest City owns and operates (5) single family structures used as transitional housing for homeless families, receiving referrals from a local homeless provider to provide case management and wrap-around services to families residing in the city's properties. There is one additional transitional housing provider in Midwest City for women and their families operated by Leah's Hope providing 3 transitional units as well as a transitional annex that provides services and life skills classes. Midwest City is also home to an 11-bed emergency youth facility operated by Mid-Del Youth & Family.

##### **Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The City of Midwest City is not an entitlement recipient of the Emergency Solutions Grant (ESG) in which annual funds are used to develop programs to house the homeless, services to prevent homelessness, re-house or otherwise permanently house the homeless. Midwest City's Transitional Housing Program is self-supported, partnering with a local homeless providers for referral, case management and wrap around services. It is the intent of the city to continue its coordination with those entities in the community that may come in contact with those experiencing homelessness in order to improve the city's assessment of

need and plan appropriately for needed resources and service referrals. The Midwest City Police Department has organized a Homeless Outreach Team to address an increase of homeless persons in Midwest City over the past few years. It is anticipated that additional data will be obtained and evaluated through the Outreach Team's efforts.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

The City of Midwest City is not an entitlement recipient of the Emergency Solutions Grant (ESG) in which annual funds are used to develop programs to house the homeless, services to prevent homelessness, re-house or otherwise permanently house the homeless. It is the intent of the city to continue its coordination with those entities in the community that may come in contact with those experiencing homelessness in order to improve the city's assessment of need and plan appropriately for needed resources and service referrals. Those being discharged from facilities in Midwest City without personal transportation have access to bus passes for transportation.

The Midwest City Police Department has organized a Homeless Outreach Team to address an increase of homeless persons in Midwest City over the past few years. It is anticipated that additional data will be obtained and evaluated through the Outreach Team's efforts.

## Discussion

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

Midwest City has not identified any public policies that increase the cost of housing. Building codes adopted by the city are supported by the State of Oklahoma. The city will endeavor to remove or lessen the effects of any identified public policies that serve as barriers to affordable housing. The City of Midwest City recognizes the need for fair housing services and contracts annually with the Metropolitan Fair Housing Council to provide educational presentations, public information services, counseling, and testing. Midwest City promotes and supports equal opportunity and will continue to affirmatively further fair housing in all of its housing programs.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

To address affordable housing, the City of Midwest City will continue to work with partners to educate the public regarding affordable housing and fair housing information to ensure that all barriers have been identified. Referrals are made routinely to affordable housing providers, particularly senior housing providers. The City will continue to focus on programs to fill the gap between available resources and housing costs. Included in this plan is a priority to address affordable housing by increasing and improving the available housing stock through the Midwest City Homebuyer Assistance Program and the continuation of owner occupied housing rehabilitation programs. The City will also work with partner organizations who service the elderly, disabled, and low income families to support affordable housing and supportive infrastructure needs.

### **Discussion:**



## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

#### **Actions planned to address obstacles to meeting underserved needs**

The City of Midwest City will continue to identify community partners to assist with and address the needs of the underserved in the community. By working with these partners, the city hopes to develop public services offered by organizations within our community to specifically address resident's needs.

#### **Actions planned to foster and maintain affordable housing**

Midwest City will continue to offer housing rehabilitation and homebuyer assistance programs as long as funding resources are available. Midwest City will continue to seek out other funding sources and programs to complement existing activities and address need in the community.

#### **Actions planned to reduce lead-based paint hazards**

Lead hazard reduction and abatement will continue to be an important component of the city's rehabilitation programs. Staff will pursue educational opportunities for lead based paint training, educating contractors of the requirements and needed training, and will work to identify additional funds sources to address this issue.

#### **Actions planned to reduce the number of poverty-level families**

Midwest City, in addition to providing programs and services that assist poverty level families, will make every attempt to refer families seeking assistance to the appropriate service agency.

#### **Actions planned to develop institutional structure**

There are no plans to develop additional institutional structure.

#### **Actions planned to enhance coordination between public and private housing and social service agencies**

Midwest City will attempt to coordinate and provide information to private housing and social service agencies regarding rental assistance available through the Oklahoma Housing Finance Agency (OHFA).

### **Discussion:**

# Program Specific Requirements

## AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

### Introduction:

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

# Attachments

## Citizen Participation Comments

Citizen' Advisory Committee on Housing and Community Development held a public hearing on 11/27/2023 in the Midwest City Council Chambers located at 100 N Midwest Blvd, and provided citizens the opportunity to comment on Midwest City's housing and community development needs with primary emphasis on needs of low and moderate-income persons. The following is a summary of the citizen comments.

Name – Address	Comment	City Response
Darla Cheek – Mid-Del Youth and Family	MDYF is providing services for the Mid-Del School system. The mental health crisis of the children and their families is great.	Thank you for your comments and continued service to the community.
Brittany Hussain – Leah's Hope	The services provided by Leah's hope are experiencing certain barriers such as transportation, and legal assistance.	Thank you for the comments and continued service to the community.
Shari Lopp – Autumn House	Autumn House has struggled to continue activities for the seniors. Staffing an activities director has been difficult. The new  activities director has been doing a great job introducing new activities. AH has seen an increase in male residents and the director is introducing a few new activities specifically aimed at the men. These activities are so important to the mental health of the senior residents. AH has also seen an increase in the number of new tenants that were previously homeless and have no items to setup a household.	Thank you for your comments and continued service to the community.

Written Comments Received		
Glen Goldschlager - 1409 Evergreen Circle	Would like to City to look into apply for a grant that would fund a study that would help direct the use of federal funds to where they would the most beneficial to help people out of poverty.	Thank you for your comment and always seeking out ways to improve your community.

All comments were accepted and will be incorporated into the FY24 Annual Action Plan.

## CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** --The jurisdiction will affirmatively further fair housing.

**Uniform Relocation Act and Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

**Anti-Lobbying** --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

\_\_\_\_\_  
Signature of Authorized Official

06/25/24  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Matthew D. Dukes, II, Mayor  
Title

## Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

**Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

**Following a Plan** -- It is following a current consolidated plan that has been approved by HUD.

**Use of Funds** -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) \_\_\_\_\_ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

**Compliance with Anti-discrimination laws** -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

**Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

**Compliance with Laws** -- It will comply with applicable laws.

\_\_\_\_\_  
Signature of Authorized Official

June 25, 2024  
Date

Matthew D. Dukes, II, Mayor  
Title

## APPENDIX TO CERTIFICATIONS

### INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

#### **Lobbying Certification**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Grants Management
100 N. Midwest Boulevard
Midwest City, OK 73110
405.739.1216

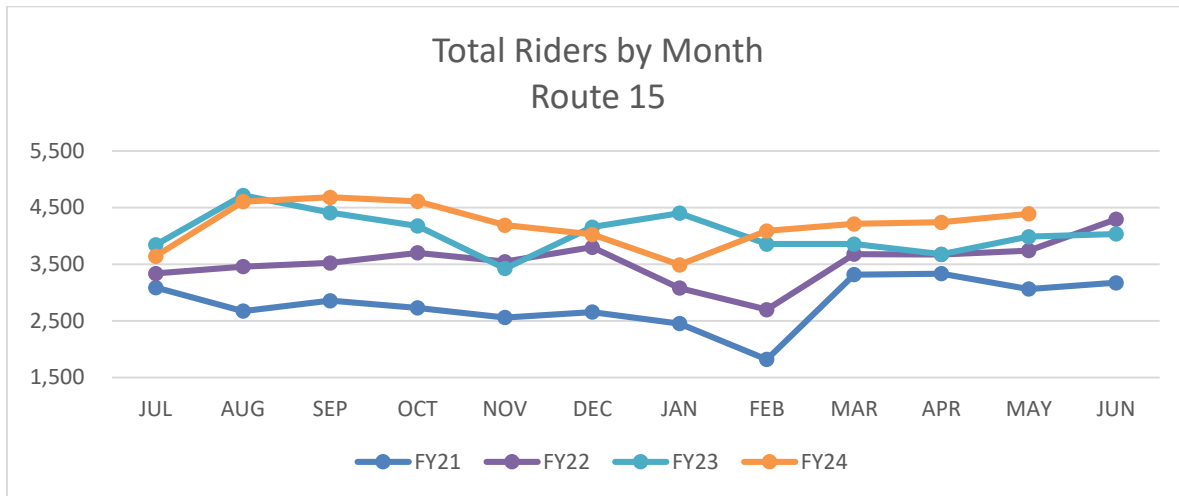
TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: June 25, 2024

RE: Discussion, consideration and possible action of approving a contract for FY 24-25 in the amount of \$225,583 with Central Oklahoma Transportation and Parking Authority (COTPA) for the provision of EMBARK Route 15 bus service in Midwest City.

The attached contract reflects an approximate 3% increase over the contract executed in FY23-24. Bus service is provided every hour and 20 minutes from approximately 6:00 A.M. to 7:00 P.M. Monday through Friday along the 10-mile route through Midwest City. Ridership numbers have increased over the previous year and are getting closer to pre-pandemic levels.



In addition to fixed route service, the contract provides access to EMBARK Plus, a curb to curb para-transit service for persons with disabilities, within 3/4 of a mile from Route 15. EMBARK's Route 19 also provides limited service to Midwest City with transfer points along N.E. 10th Street to and from Route 15. Funding has been budgeted in accounts 009-14 and 065-87. Staff recommends approval.

Handwritten signature of Terri L. Craft

Terri L. Craft, Grants Manager



2000 S MAY AVENUE  
OKLAHOMA CITY, OK 73108

*customer relations*  
405.235.7433 (RIDE)

*administration*  
405.297.1331

[embarkok.com](http://embarkok.com)

February 27, 2024

Terri Craft, Grants Manager  
City of Midwest City  
100 N Midwest Blvd  
Midwest City, OK 73110



Dear Ms. Craft,

It's hard to believe the Midwest City Council and the Central Oklahoma Transportation and Parking Authority (COTPA) will be entering the 26<sup>th</sup> year of our partnership in providing transit services to the residents of Midwest City. In Fiscal Year 2024, EMBARK provided 4,111 hours of service to 41,893 customers along Route 015. It is a great accomplishment!

We are excited to present the FY 2025 Agreement for Transit Services (enclosed) for approval. As you know government entities have struggled with the rising costs of providing service due to inflation and supply demands. EMBARK is no different. The proportional costs to operate Route 015 have increased 3% over FY 2024 costs. The cost for FY 2025 is \$225,583, starting July 1, 2024. Please note, this cost is only for the portion of the route that serves Midwest City.

If you have any questions, please feel free to reach out to the contract manager, Whitney Broesel, our Purchasing Specialist within our Procurement Division here at COTPA, [whitney.broesel@okc.gov](mailto:whitney.broesel@okc.gov), or 405.297.2614.

We are looking forward to serving Midwest City for another year!

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Ferbrache".

Jason Ferbrache  
EMBAR Administrator/Assistant City Manager

Enclosure



**AGREEMENT FOR TRANSIT SERVICE**

**BETWEEN**

**Central Oklahoma Transportation and Parking Authority  
(EMBARK)**

**AND**

**City of Midwest City**

**COTPA\_C244134**

**July 1, 2024 – June 30, 2025**

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## AGREEMENT FOR TRANSIT SERVICE

This Agreement is made and entered into on the **1st** day of **July 2024**, by and between the Central Oklahoma Transportation and Parking Authority, d/b/a EMBARK (“COTPA” or “EMBARK”), and the City of Midwest City, each a “Party” and collectively the “Parties.”

### WITNESSETH:

**WHEREAS**, there exists a need for public transportation services between the City of Midwest City and the City of Oklahoma City; and

**WHEREAS**, COTPA has been designated the public transportation provider for the Oklahoma City metropolitan area and operates under the name EMBARK; and

**WHEREAS**, the City of Midwest City desires to continue public transportation within the City of Midwest City; and

**WHEREAS**, the City of Midwest City and COTPA desire to enter into an Agreement for the provision and funding of said service.

**NOW, THEREFORE**, in consideration of this mutual agreement and conditions herein described, the Parties hereto agree as follows:

### 1. DESCRIPTION OF SERVICE

COTPA shall provide the following:

- a. **Transit Services** within Midwest City and between Oklahoma City and Midwest City, known as Route No. 15, as shown on the attached schedule (Attachment A) and consistent with the transit policies of EMBARK; and
- b. **Paratransit Services**, Regular Zone One, to Midwest City residents that are within 3/4 mile of the fixed-route services, in accordance with provisions of EMBARK’s 504/ADA Implementation Plan; and
- c. **Customer Service Support** for transit and paratransit services provided by telephone, (405-235-RIDE), Website (Embarkok.com); and
- d. **Bus Stop Sign and Pole Maintenance and Repair Services**, at all designated bus stops, which comply with City of Midwest City ordinances; and
- e. Publicly owned bus benches and shelters, in the number and locations enabled by existing EMBARK, budgets. Midwest City and/or other budgets, which also comply with City of Midwest City ordinances for which maintenance agreements have been approved;

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**2. SERVICE CHANGES**

Should route or service changes be necessary, EMBARK will provide a 30-day advance written notice. All changes in service will be sent to:

To Midwest City:

Terri L. Craft  
Grants Manager  
City of Midwest City  
405-739-1217  
[tcraft@midwestcityok.org](mailto:tcraft@midwestcityok.org)

**3. HOLIDAYS**

Fixed-route Bus Service shall not be provided on certain national holidays, which fall on days of service .

**4. COMPENSATION**

EMBARK shall be compensated by the City of Midwest City for the services rendered pursuant to this Agreement in accordance with the terms herein. No payment will be due or owing for any incomplete or undocumented Services and Deliverables.

The City of Midwest City agrees to compensate COTPA for the cost of providing Route 015 transit services, in the amount of two-hundred twenty-five thousand, five hundred eighty-three dollars (\$225,583), for the agreement term, to be billed in twelve monthly installments of \$18,798.59 beginning July 1, 2024.

**5. METHOD OF PAYMENT**

All payments to SERVICE PROVIDER pursuant to this Agreement shall be due and payable in the State of Oklahoma, even if services of SERVICE PROVIDER are performed outside the State of Oklahoma.

**6. TERM OF AGREEMENT**

The term of this Agreement shall be from July 1, 2024, through June 30, 2025.

**7. EXPIRATION OR TERMINATION**

- a. The City of Midwest City may terminate this Agreement by giving EMBARK at least thirty (30) days written notice of their intention to terminate.
- b. EMBARK may terminate this Agreement by giving the City of Midwest City at least thirty (30) days written notice of their intention to terminate.

**8. EXCUSABLE DEFAULT**

EMBARK shall not be held in default of this Agreement if it is prevented from

performing hereunder by conditions entirely beyond its control, such as, but not limited to, acts of God, strikes, war, insufficient allocation of diesel fuel or other emergencies including the existing road conditions making performance impossible, illegal, or unsafe.

**9. INTEGRATION**

It is understood and agreed that this Agreement contains all the covenants, stipulations and provisions agreed upon by the Parties hereto and neither Party is or shall be bound by any statement or representation not in conformity herewith. This Agreement may not be modified except in writing signed by both Parties hereto.

**10. LAW CONTROLLING**

It is the understanding of the Parties that this Agreement shall be governed by the laws of the State of Oklahoma and by the laws of the United States applicable in whole or in part to transportation systems. It is further understood and agreed that any such applicable law shall be deemed to be part of this Agreement, binding on Parties hereto as if such law were set out fully herein.

**11. LIABILITY**

The Parties mutually recognize that each Party is a governmental entity subject to the provisions of the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.). The Parties 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 officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act, without waiving any of the Party's defenses, exemption or sovereignty. 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.

**12. FORCE MAJEURE**

EMBARK shall not be responsible or liable for failure or delay in the performance of its obligations during such period of time that the aforesaid delivery or acceptance is rendered commercially impracticable, illegal, or impossible which arise out of or caused by, directly or indirectly, forces beyond its control; such as, strikes, or acts of war or terrorism, or civil disturbances, or fire, or Acts of God, such as natural disasters, or other such emergency beyond the parties' control. However, EMBARK must utilize all commercially reasonable efforts, which are consistent with accepted practices in its industry, to resume the performance of its obligations as soon as practicable under the circumstances listed above. Provided, however, to the extent that EMBARK has any commercially reasonable alternative method of performing this Agreement/Contract, the EMBARK shall not be freed of any performance of its obligations hereunder by this clause, even though the goods intended for this Agreement/Contract were destroyed or their delivery delayed because of an event described above.

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**13. NON-COLLUSION**

Oklahoma County warrants that it has not:

- a. Been a party to any collusion with any EMBARK or The City of Oklahoma City or any of its participating Trusts' officials, employees, or agents, as to any Terms and Conditions in this Agreement;
- b. Been a party to any discussions with any EMBARK or The City of Oklahoma City or any of its participating Trusts' officials, employees, or agents, concerning the exchange of money or other thing of value for special consideration in the letting of this Agreement; or
- c. Paid, given, or donated or agreed to pay, give, or donate to any EMBARK or The City of Oklahoma City or any of its participating Trusts' officials, employees, or agents, any money or other thing of value, either directly or indirectly, in the procuring of this Agreement.

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**APPROVED** by the Central Oklahoma Transportation and Parking Authority and  
SIGNED by the Chairman, on this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CENTRAL OKLAHOMA TRANSPORTATION  
AND PARKING AUTHORITY**

Seal:

**ATTEST:**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman

**REVIEWED** for form and legality.

\_\_\_\_\_  
Assistant Municipal Counselor

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**APPROVED** by the City of Midwest City and SIGNED by the Mayor on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2024.

**THE CITY OF MIDWEST CITY**

\_\_\_\_\_  
Mayor

Seal:

**ATTEST:**

\_\_\_\_\_  
City Clerk

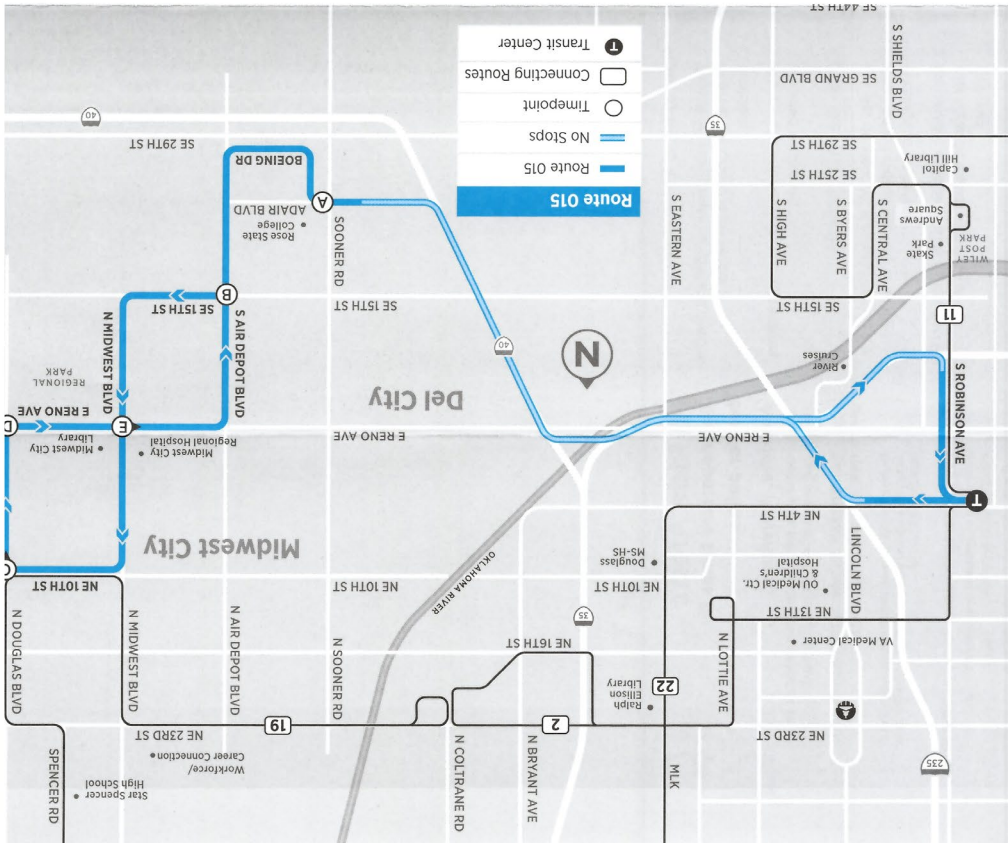
Reviewed as to form and legality by the Municipal Counselor of the City of Midwest City.

\_\_\_\_\_  
City of Midwest City

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**ATTACHMENT A - PAGE ONE**





**FARES** Tarifas

To help maintain a timely schedule, please have fare ready before boarding.  
 Para ayudar a mantener un horario a tiempo, por favor tenga lista la tarifa antes de subir.

	Regular Adult	Reduced Fare	Children 6 & Under
<b>Local Fare</b> Ruta local	\$1.75	\$0.75	Free
<b>Express Fare</b> Ruta exprés	\$3.00	\$1.50	-
<b>\$21 Value Card</b> Tarjeta valúe de \$21	\$21	-	-
<b>All-Day Unlimited</b> Todo día ilimitado	\$4	\$2	-
<b>7-Day Unlimited</b> 7-días ilimitado	\$14	\$7	-
<b>30-Day Unlimited</b> 30-días ilimitado	\$50	\$25	-

**Reduced Fare:** ages 60+, persons with disabilities, medicare cardholders and children ages 7-17.  
**Tarifa Reducida:** mayores de 60 años, personas con discapacidades, miembros de medicare y niños con edades entre 7 y 17 años.

**CONNECT WITH US**

Everything you need to know about EMBARK can be found at [embarkok.com](http://embarkok.com) or you can talk to us directly using any of the following options:

Todo lo que necesitas saber sobre el EMBARK puede encontrarse en [embarkok.com](http://embarkok.com), o puedes hablar directamente con nosotros a través de cualquiera de las siguientes opciones:

- 405-235-RIDE (7433) TDD 297-2602
- [embarkok@okc.gov](mailto:embarkok@okc.gov)

Si desea obtener la información en otro idioma, llame al 235-7433.  
 Nếu quý vò cần thông tin bằng ngôn ngữ khác, xin liên hệ số 235-7433.  
 如您需要其他语言版本的信息，请致电 235-7433.

Effective: 4/2014

HORARIO DE RUTAS

# 015

**Midwest City**  
 By way of I-40, Air Depot, Douglas, Midwest Blvd, Reno

Serving:  
 Transit Center  
 I-40/Sooner  
 Rose State  
 MWC Library  
 Regional Park  
 Regional Hospital

Every 80 mins  
 Monday-Friday

**EMBARK**  
[embarkok.com](http://embarkok.com)

3 3 3 1 4 4 2 C - P A T O C C

ATTACHMENT A - PAGE TWO

**Route 015**  
 Midwest City to Downtown | Monday - Friday / Lunes a Viernes  
 Downtown to Midwest City

5:55	5:58	6:01	6:08	5:20	5:36	5:41	5:52	5:55
7:05	7:08	7:11	7:18	6:25	6:46	6:51	7:02	7:05
8:20	8:23	8:26	8:34	7:35	8:01	8:06	8:17	8:20
9:40	9:43	9:46	9:54	8:55	9:21	9:26	9:37	9:40
11:00	11:03	11:06	11:14	10:15	10:41	10:46	10:57	11:00
12:20	12:23	12:26	12:34	11:35	12:01	12:06	12:17	12:20
1:40	1:43	1:46	1:54	12:55	1:21	1:26	1:37	1:40
3:00	3:03	3:06	3:14	2:15	2:41	2:46	2:57	3:00
4:20	4:23	4:26	4:34	3:35	4:01	4:06	4:17	4:20
5:40	5:43	5:46	5:54	4:55	5:21	5:26	5:37	5:40
6:30	6:33	6:36	6:44	5:50	6:11	6:16	6:27	6:30
7:15	7:18	7:21	7:29	7:05	7:01	7:01	7:12	7:15
				7:50				

- (D) N Douglas Blvd & Reno ID# 122
- (E) Reno & Midwest Blvd ID# 123
- (B) Air Depot & SE 15 ID# 169
- (A) Rose State College ID# 173
- (T) Transit Center - Bay H ID# 126
- (A) Rose State College ID# 127
- (B) SE 15 & Air Depot ID# 128
- (C) NE 10 & Douglas ID# 2919
- (D) N Douglas Blvd & Reno ID# 122

**How to Read This Schedule**

1. Days of operation, route number and direction of travel are located in the header of the timetable.

2. Major stops, or time points and arrival times are listed in columns.

**Cómo leer este horario**

1. Los días de atención, el número de ruta y la dirección del viaje se encuentran en el encabezado del horario.

2. Las paradas principales o los puntos horarios y las horas de llegada se indican en las columnas.

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**Fleet Services**  
**Craig Davis**  
[crdavis@midwestcityok.org](mailto:crdavis@midwestcityok.org)  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110  
O: 405-739-1035

### **Memorandum**

To: Honorable Mayor and Council

From: Craig Davis, Transportation Manager

Date: June 25, 2024

Subject: Discussion, consideration and possible action of renewing a contract without modifications for FY 2024-2025, with NAPA Auto Parts for the on-site turnkey vehicle and equipment part operation in the City-wide budgeted amount of \$1,500,000.00.

The on-site turnkey vehicle and equipment part operation contract with NAPA Auto Parts has provisions for annual renewals. NAPA Auto Parts has agreed to renew the contract without modifications for on-site turnkey vehicle and equipment part operation for FY 2024-2025.

Staff recommends approval.

Sincerely,

Craig Davis, Transportation Manager



**INTEGRATED SUPPLY AGREEMENT BY  
AND BETWEEN  
O'REILLY AUTO ENTERPRISES LLC.  
AND  
THE CITY OF MIDWEST CITY, OKLAHOMA**

**THIS INTEGRATED SUPPLY AGREEMENT** (this "Agreement") is made by and between O'Reilly Auto Enterprises LLC., a Missouri Corporation (dba O'Reilly Auto Parts) (referred to as "O'REILLY" or "OAP"), and The City of Midwest City, Oklahoma and its affiliates and subsidiaries (referred to as "THE CITY OF MIDWEST CITY, OKLAHOMA"), (collectively, the "Parties") to be effective as of the 13<sup>th</sup> day of January, 2021 (the "Effective Date").

**WITNESSETH**

**WHEREAS**, O'REILLY desires to establish an on-site vendor managed parts store in THE CITY OF MIDWEST CITY, OKLAHOMA location(s) to service the vehicle parts needs of THE CITY OF MIDWEST CITY, OKLAHOMA and to serve as a supplier of automotive replacement parts and other supplies and/or equipment (the "Inventory") to serve the needs of THE CITY OF MIDWEST CITY, OKLAHOMA; and

**WHEREAS**, THE CITY OF MIDWEST CITY, OKLAHOMA desires to provide space for the Inventory on the premises of THE CITY OF MIDWEST CITY, OKLAHOMA for use by O'REILLY ("On-Site Store") and agrees that O'REILLY will be the sole on-site store provider of Inventory both "O'Reilly Internal and Non O'Reilly inventory" pursuant to the terms here within. O'Reilly understands The City reserves the right to purchase parts and/or services from other sources, if it is in the best interest of the City. If the vendor cannot obtain the desired part by start of the next business day, in an emergency situation, or if, for any reason, the vendor cannot supply the part in an acceptable time frame, the City may procure parts immediately by any means necessary.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and of those contained in the "bid document" submitted (by O'Reilly for the 2021 fiscal year) to the City of Midwest City, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

**AGREEMENT**

Each of the recitals set forth above is hereby incorporated into the Agreement in its entirety.

- 1. THE CITY OF MIDWEST CITY, OKLAHOMA CURRENT LOCATION:** O'REILLY will establish On-Site Store(s) at THE CITY OF MIDWEST CITY, OKLAHOMA location listed below:

**8730 SE 15th St, Midwest City, OK 73110**

2. **TERM:** The initial term of this Agreement shall be for (1) fiscal year or the remaining months of FY20/21 ("Term") ending June 30, 2021. Upon expiration of the initial term, THE CITY OF MIDWEST CITY, OKLAHOMA will have the option to renew in (1) one year increments not to exceed (5) five consecutive contract years, by writing to the vendor requesting such renewal. Notwithstanding the foregoing, either party may terminate this Agreement at any time for its convenience for any reason or no reason by tendering to the other party ninety (90) days prior written notice of such termination, provided, however that THE CITY OF MIDWEST CITY, OKLAHOMA shall be liable for cancellation fees associated with any services, including without limitation, internet cancellation fees, incurred by O'REILLY as a result of the termination.

3. **DUTIES AND RESPONSIBILITIES OF O'REILLY:** O'REILLY shall have the following duties and responsibilities during the term of this Agreement:

- a. O'REILLY will operate the On-Site Store(s) and provide the Inventory to THE CITY OF MIDWEST CITY, OKLAHOMA's location(s) designated in Paragraph (1) (the "Location(s)"). O'REILLY shall provide all personnel required to operate the Location(s).
- b. In those circumstances when delivery is required by THE CITY OF MIDWEST CITY, OKLAHOMA, O'REILLY will provide parts to the Location(s) on a daily route basis. O'REILLY will issue a fee on the monthly profit and loss statement that will cover all associated costs for distribution center and city route delivery. This will be the only fee in regards to daily deliveries and nightly inventory replenishment that O'REILLY will pass on to THE CITY OF MIDWEST CITY, OKLAHOMA.
- c. OAP understands that any item, parts or supplies, are not to be issued to the City personnel until all part information has been entered into the Computerized Fleet Analysis (CFA) application first. Upon entering the information into CFA, the on-site team member will then be responsible for delivering the correct parts and/or supplies to the corresponding technician's work station who will review and sign the order ticket (receipt). This will be the responsibility of the on-site team member for every item and/or supplies that are ordered. Every order ticket (receipt) shall contain what items were delivered and the signature of the City employee who received them. These order tickets (receipts) will then be given to the Fleet records clerk for each work order requisition. OAP understands how important checks and balances are and will make sure all reporting team members are trained properly with all qualifying tasks.
- d. OAP agrees that the on-site personnel will be responsible for utilizing the City's Fleet Shop Management application, CFA, and any other modules within. These modules will require the selected vendor to utilize the CFA parts classification and task codes as adopted by the City. In the event the City adds hand held devices and/or bar code equipment into practice, OAP agrees to utilize said devices in any capacity necessary to meet the needs of the City. OAP agrees to maintain and enter all information into the City's Fleet Shop Management application, CFA, as needed to ensure accuracy of reporting and posting information. OAP will attend and cooperate with all of the necessary operation/process training required to effectively run CFA. OAP agrees to send our team members to additional CFA training when offered at the expense of OAP.

- e. O'REILLY shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the Location(s). O'REILLY shall provide computer ordering to each Location(s) through its point-of-sale system. Upon termination or expiration of this Agreement, THE CITY OF MIDWEST CITY, OKLAHOMA will have no further access to or right to use O'Reilly's point-of-sale system. All point-of-sale and equipment costs and fees will be passed on to THE CITY OF MIDWEST CITY, OKLAHOMA at cost on the monthly profit and loss statement through a 36 month depreciation schedule. In the event this contract is subsequently renewed for an additional 12 month term, pursuant to Section 2, above, THE CITY OF MIDWEST CITY, OKLAHOMA shall continue to pay monthly maintenance fees as incurred by O'REILLY on all hardware/software items used under the terms of this Agreement.
- f. O'REILLY shall provide a profit and loss statement of the parts operations to THE CITY OF MIDWEST CITY, OKLAHOMA on the last business day of the following month for each Location.
- g. O'REILLY shall provide back-up emergency service during non-working hour contingencies. The overtime expense (calculated at time and one half) will be charged on a cost basis to THE CITY OF MIDWEST CITY, OKLAHOMA. O'REILLY will provide a list of personnel, including telephone numbers, who will respond to emergency service requests. O'REILLY shall revise the aforementioned list as needed to provide THE CITY OF MIDWEST CITY, OKLAHOMA with reliable up-to-date information and non-working hour support.
- h. Upon the request of THE CITY OF MIDWEST CITY, OKLAHOMA, O'REILLY shall monitor and oversee any and all shop support services, including but not limited to, rag services and parts cleaning services, performed by a third party on the premises of THE CITY OF MIDWEST CITY, OKLAHOMA. If THE CITY OF MIDWEST CITY, OKLAHOMA hired such third parties, O'REILLY shall not be held liable for the intentional, willful, negligent or grossly negligent acts or omissions of such third parties.
- i. Cores for items within the O'Reilly network will be placed into a core bank and will not be charged to THE CITY OF MIDWEST CITY, OKLAHOMA provided that any such cores are placed into the core bank within thirty (30) days of their return. Cores from outside the O'Reilly network or non-O'Reilly vendors will be charged and credited according to the agreements in place with those outside vendors. O'REILLY is exempt from control or liability over the processes and policies of outside vendors.
- j. O'REILLY agrees that all returns on products within the O'Reilly network will be processed for full credit if returned within the first thirty (30) days. All returns on products outside of the O'Reilly network (Non-O'Reilly Products) will be processed for full credit if returned within the timeframe allowed by the outside vendor. Any credit for items returned outside the allotted window will be credited to THE CITY OF MIDWEST CITY, OKLAHOMA minus re-stock fee or any other fees assessed by the vendor for returns outside of allowable return timeframe defined by the vendor.



k. O'REILLY acknowledges and agrees that THE CITY OF MIDWEST CITY, OKLAHOMA location will receive no less than three (3) deliveries a day, if necessary, from the O'REILLY distribution network in THE CITY OF MIDWEST CITY, OKLAHOMA servicing area. Additionally, THE CITY OF MIDWEST CITY, OKLAHOMA location will receive a daily replenishment of Inventory, Monday – Friday, from the O'Reilly distribution network. If immediate availability is required and local supply is unavailable, overnight/expedited freight services will be utilized with approval from a THE CITY OF MIDWEST CITY, OKLAHOMA representative. Applicable charges will be passed on to THE CITY OF MIDWEST CITY, OKLAHOMA at cost.

l. O'Reilly agrees to provide disposal services and/or recycling of used batteries, not to include recycling of tires, antifreeze, motor oils, greases and any other disposal items including hazardous wastes generated by the Fleet Services department.

**4. DUTIES AND RESPONSIBILITIES OF THE CITY OF MIDWEST CITY, OKLAHOMA:** THE CITY OF MIDWEST CITY, OKLAHOMA shall have the following duties and responsibilities during the term of this Agreement:

a. THE CITY OF MIDWEST CITY, OKLAHOMA shall provide, at its sole expense, usable space for O'REILLY's Location(s) and the Inventory. THE CITY OF MIDWEST CITY, OKLAHOMA shall provide access to restroom facilities for O'REILLY team members. Further, THE CITY OF MIDWEST CITY, OKLAHOMA shall furnish, at its sole expense, all utilities for the On-Site Store(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, power, janitorial and all other utilities and services rendered or delivered to the On-Site Store(s).

b. Subject to the terms below, THE CITY OF MIDWEST CITY, OKLAHOMA shall use O'REILLY as the sole on-site store provider of inventory pursuant to the terms here within.

c. Each On-Site Store Location shall be appropriately secured or otherwise maintained separate and apart from the business of THE CITY OF MIDWEST CITY, OKLAHOMA. There shall be no intermingling of THE CITY OF MIDWEST CITY, OKLAHOMA's parts or other inventory with O'REILLY parts or inventory. Access to the secured Location(s) shall be restricted to O'REILLY team members and authorized O'REILLY representatives only. THE CITY OF MIDWEST CITY, OKLAHOMA employees, contractors or agents shall not be permitted to enter the secured Location area unless accompanied by an O'REILLY team member or other authorized O'REILLY representative.

d. THE CITY OF MIDWEST CITY, OKLAHOMA shall, at all times during the term of this Agreement, at THE CITY OF MIDWEST CITY, OKLAHOMA's sole expense, maintain in good condition and repair (so as to prevent any damage or injury to O'REILLY team members, the Inventory or other personal property located in the Location(s)) the roof, exterior walls, foundation, and structural portions of the Location(s) and all portions of the electrical plumbing systems lying outside of the Location(s) but serving the Location(s).

5. **HOURS OF OPERATION:** Hours of operation will be M-F 7:30a-4:00p. Any changes in the hours of operation will be discussed and mutually agreed upon between the Parties before being implemented.

6. **PAYMENT TERMS/PRICING:** O'REILLY shall invoice THE CITY OF MIDWEST CITY, OKLAHOMA for all inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. OAP will provide a 2% early pay discount on the monthly "Parts Usage Statement" if payment is received by the 10<sup>th</sup> of each month. THE CITY OF MIDWEST CITY, OKLAHOMA agrees to pay the entire undisputed amount of all invoices on statements received from O'REILLY within thirty (30) days of the date of invoice. All invoices and credits will be processed before the last business day of the month, except for deferred cores. Any open undisputed invoices or credits must be approved by THE CITY OF MIDWEST CITY, OKLAHOMA if they are to remain open after the last business day of the month. THE CITY OF MIDWEST CITY, OKLAHOMA shall reimburse O'REILLY for all reasonable costs incurred by O'REILLY in collecting any undisputed past due amounts owed to O'REILLY pursuant to this Agreement, including all reasonable attorney's fees, costs and interest on any unpaid undisputed amounts (whether for Inventory or Operational Costs) at the lesser of 1.5% per month (18% per annum), or the highest rate allowed by law.

The overall goal of THE CITY OF MIDWEST CITY, OKLAHOMA's pricing plan is for O'REILLY to achieve a 10% net profit above store cost (Ex: Store Cost divided by 0.90) on all O'REILLY products and 10% net profit above acquisition cost (Ex: Acquisition cost divided by 0.90) on outside purchases or services.

THE CITY OF MIDWEST CITY, OKLAHOMA's pricing plan is comprised of the following elements:

- a. **Product Costs:** The pricing of the Inventory to be supplied to THE CITY OF MIDWEST CITY, OKLAHOMA by O'REILLY shall be established pursuant to this Agreement. Product Costs shall be further divided into "O'REILLY Product Costs", which is the pricing of O'REILLY supplier manufactured products, and "Non-O'REILLY Product Costs", which is the pricing of products which have not been manufactured by O'REILLY suppliers but which have been acquired for THE CITY OF MIDWEST CITY, OKLAHOMA by O'REILLY pursuant to this Agreement.
- b. **Maximum Profit:** OAP understands that the maximum allowed profit charge for the acquisition of any one part shall be limited to \$200.
- c. **Operational Costs:** Except for costs and expenses related to O'Reilly team members at the Location(s) (such as salary and benefits payable to O'Reilly team members at the Location(s), employment and related taxes, worker's compensation benefits and insurance, and unemployment insurance) ("O'REILLY Team Member Expenses"), which are addresses separately below, any and all other costs and expenses associated with the operation of the Location(s), including but not limited to, personal property insurance for the Location(s) and Inventory, any deductible for losses covered under the personal property or general liability insurance policies of O'REILLY, all equipment supplied by O'REILLY, payroll accounting fees and general office expenses (as defined below) will be passed on to THE CITY OF MIDWEST CITY, OKLAHOMA at the



cost specified on the monthly profit and loss statement. O'REILLY Team Member Expenses will be treated as follows.

- a. O'REILLY will supply one (1) full-time team member at the Location.
- i. O'REILLY and THE CITY OF MIDWEST CITY, OKLAHOMA reserves the right to evaluate the number of team members required to successfully operate the On-Site Store and make appropriate adjustments agreed upon by both parties as needed.
- b. O'REILLY Team Member Expenses for the team members at each Location within the Staffing Model will be passed on to THE CITY OF MIDWEST CITY, OKLAHOMA at cost on the monthly profit and loss statement.
- c. Quarterly Team Member Bonus Payouts: Each Full Time O'Reilly team member associated with the operation is eligible for a "quarterly bonus" to be placed on the monthly Profit and Loss statement and is defined as follows:

Integrated Parts Manager: \$500.00

District Manager: \$250.00

THE CITY OF MIDWEST CITY, OKLAHOMA acknowledges and agrees that the costs and expenses reflected on the profit and loss statement are subject to change based on actual monthly costs, expenses or Payroll Accounting and General Office Expenses Incurred relative to the operation of the Location(s). To achieve economies of scale, O'REILLY utilizes certain corporate personnel to assist in the performance of this Agreement. As a result, each On-Site Store location is charged with a Payroll Accounting/General Office Expense ("Payroll Acctg/General Office") which is calculated as a percentage (1.43%) of sales for each location. The Payroll Accounting and General Office expense allows O'REILLY to have fewer team members performing routine general administrative tasks such as paper work and filing at the Location(s), allowing O'REILLY counter personnel to focus more attention on serving the Location operations, and maximizing on-site cost efficiency. O'REILLY shall invoice THE CITY OF MIDWEST CITY, OKLAHOMA for the Operational Costs each month, in arrears, with respect to each location, and THE CITY OF MIDWEST CITY, OKLAHOMA shall pay such undisputed Operational Costs to O'Reilly within thirty (30) days from receipt of each invoice.

#### Pricing Plan Summary

- O'REILLY Products – Invoiced to THE CITY OF MIDWEST CITY, OKLAHOMA at a 10% net profit
- Non-O'REILLY Products and Services – Invoiced to THE CITY OF MIDWEST CITY, OKLAHOMA at a 10% net profit
- Operational Costs – Invoiced to THE CITY OF MIDWEST CITY, OKLAHOMA in accordance with Section 6

Should THE CITY OF MIDWEST CITY, OKLAHOMA request that O'REILLY procure any Non-O'REILLY products, then O'REILLY's sole responsibility with respect to the non-O'REILLY products shall be to obtain them on behalf of THE CITY OF MIDWEST CITY, OKLAHOMA. O'REILLY shall not be required to warranty or guarantee any such non-O'Reilly products, nor inspect their quality or design. O'REILLY shall have no liability for any of the Non-O'REILLY products due to production or design defects.

7. **INSURANCE:** THE CITY OF MIDWEST CITY, OKLAHOMA shall provide at its sole expense "all risks" fire and property insurance on all buildings and/or improvements in which the On-Site Store(s) are located throughout the term of the Agreement. Further, THE CITY OF MIDWEST CITY, OKLAHOMA shall, throughout the term of this Agreement, at THE CITY OF MIDWEST CITY, OKLAHOMA's expense, obtain and maintain in force a policy of commercial general liability insurance in the name of THE CITY OF MIDWEST CITY, OKLAHOMA as insured, such insurance to be written on an "occurrence" basis with combined single limits for any one injury, including death, and for property of not less than \$1,000,000.00 per occurrence and \$2,000,000 general aggregate. Further, THE CITY OF MIDWEST CITY, OKLAHOMA shall, throughout the term of this Agreement, at THE CITY OF MIDWEST CITY, OKLAHOMA's expense, obtain and maintain in force a policy of commercial automobile liability insurance on all of its vehicles with limits of at least \$1,000,000.00 combined single limit per accident in the name of THE CITY OF MIDWEST CITY, OKLAHOMA as insured. Said policies shall be issued by a reputable insurance company authorized to transact business in all states where On-Site Store(s) are located. THE CITY OF MIDWEST CITY, OKLAHOMA shall further maintain during the term of this Agreement worker's compensation insurance coverage in amounts required by law. THE CITY OF MIDWEST CITY, OKLAHOMA shall provide to O'REILLY, upon execution of this Agreement, a copy of all Certificates of Insurance evidencing the insurance coverages above. With respect to Commercial General Liability, Auto Liability, Umbrella Liability, "O'Reilly Auto Enterprises, Inc. and its past, present, and future affiliates and subsidiaries" shall be named as additional insureds under an ISO CG 2010 1.1-85 or equivalent endorsement. Insurance coverages shall be written with a company or companies having an AM Best rating of "A-" with a financial size classification of "VI" as determined by the most recently published Best's Key Rating Guide. Evidence of the required coverages shall be provided in the form of an acceptable certificate of insurance to O'REILLY.

a. O'REILLY shall maintain during the term of this Agreement worker's compensation insurance coverage for its team members located at the Location(s) in amounts required by law. In addition, O'REILLY shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the inventory and any other personal property owned by O'REILLY that is located at the Location(s) which is caused by an O'Reilly team member. O'REILLY will carry general liability coverage in the amount of \$1,000,000 per occurrence, and comply with the Workers' Compensation requirements mandated by the jurisdiction of any Location.

**8. NO LIENS:**

a. The Parties agree that they shall not take any action, or fail to take any action, which would result in the granting of a security interest, lien or encumbrance against property of the other party related to this Agreement. Further, the Parties agree to defend and hold harmless each other from any claim which results from the encumbrance of the property of the other party related to this Agreement, and from any and all liability, costs and expenses, including attorney's fees, resulting from any claim or encumbrance on the property of the other party related to this Agreement.

b. THE CITY OF MIDWEST CITY, OKLAHOMA agrees and acknowledges that inventory that is delivered and stored on THE CITY OF MIDWEST CITY, OKLAHOMA's property which (i) is stored in the parts cage, and (ii) has not been paid for by THE CITY OF MIDWEST CITY, OKLAHOMA, is inventory owned by O'REILLY.

**9. PERSONNEL:** O'REILLY and THE CITY OF MIDWEST CITY, OKLAHOMA shall attempt in good faith to mutually agree upon the identity of the O'REILLY personnel that will staff the Location(s). In the event that THE CITY OF MIDWEST CITY, OKLAHOMA for any reason wishes to remove or replace any of the O'REILLY personnel at any Location, the parties will attempt to resolve THE CITY OF MIDWEST CITY, OKLAHOMA's request by mutual agreement. O'REILLY will perform all necessary drug screens and background checks O'REILLY personnel assigned to any Location pursuant to O'REILLY policies and applicable law.

All O'REILLY personnel assigned to the Location(s) will be solely employees of O'REILLY. O'REILLY shall be responsible for any negligent, grossly negligent, willful or intentional conduct of its employees and agents while they are on THE CITY OF MIDWEST CITY, OKLAHOMA property, and agrees to train its employees and agents as to THE CITY OF MIDWEST CITY, OKLAHOMA premises' rules and regulations of operation, including non-smoking and drug-free workplace. O'REILLY shall ensure adequate staffing of the Location(s) at all time.

**10. WARRANTY/LIABILITY DISCLAIMER:**

a. All merchandise supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each part, and O'REILLY shall use commercially reasonable efforts to assist THE CITY OF MIDWEST CITY, OKLAHOMA in processing all warranty claims that THE CITY OF MIDWEST CITY, OKLAHOMA may have against any manufacturer of merchandise supplied by O'REILLY. The manufacturer's warranty will be the sole and exclusive

remedy of THE CITY OF MIDWEST CITY, OKLAHOMA in connection with any claims concerning the parts supplied to THE CITY OF MIDWEST CITY, OKLAHOMA pursuant to this Agreement. **ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.** Copies of the manufacturer's warranties are available to THE CITY OF MIDWEST CITY, OKLAHOMA upon request.

For suppliers (or categories of suppliers) of Non-O'REILLY products that THE CITY OF MIDWEST CITY, OKLAHOMA instructs O'REILLY to utilize or consider for future purchases, O'REILLY is under no obligation to investigate (and O'REILLY disclaims all liability in connection with investigating) product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the product, individuals or entities at issue.

**11. TERMINATION FOR CAUSE:** Notwithstanding either parties' ability to terminate this Agreement for convenience upon ninety (90) days written notice, as set forth in Section 2, above, either party may terminate this agreement immediately for cause as set forth herein:

- a. In the event that the other party fails or refuses to pay any undisputed amounts due under this Agreement; or
- b. In the event that the other party fails or refuses to perform any obligation required under this Agreement, and fails or refuses to cure any such breach within thirty (30) days of receipt of written notice thereof; or
- c. In the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

**12. EFFECT OF TERMINATION:** Upon termination of this Agreement by either party for any reason:

- a. All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any undisputed amounts due and owing to either party at the time of termination.
- b. Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property or information owned by the other party that are in such party's possession. THE CITY OF MIDWEST CITY, OKLAHOMA shall allow O'REILLY full and unrestricted access to enter into the On-Site Store(s) and immediately remove the inventory, all equipment and other items of personal property owned by O'REILLY without being deemed guilty of trespass or any other violation of the law.

Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement. The provisions and obligations of Sections 8, 10, 12, 13, 14 and 15 shall survive the termination of this Agreement for any reason.

**13. BUY-BACK OF INVENTORY:** Upon termination, expiration, or non-renewal of this Agreement, THE CITY OF MIDWEST CITY, OKLAHOMA agrees to and shall purchase all Non-O'REILLY Inventory owned by O'REILLY and located in the Location(s) at O'REILLY's last acquisition cost, and THE CITY OF MIDWEST CITY, OKLAHOMA shall have the option to purchase all O'REILLY Inventory, owned by O'REILLY and located in the Location(s) at O'REILLY's store acquisition cost with the agreed upon applicable net profit percentage of 7.5% being made by O'REILLY.

**14. CONFIDENTIALITY:** THE CITY OF MIDWEST CITY, OKLAHOMA and O'REILLY may, from time to time, acquire or otherwise receive confidential or proprietary information concerning the other party's products, pricing, business affairs and practices. In consideration of the confidential and proprietary nature of this information, each party agrees as follows:

- a. All confidential or proprietary knowledge and information received from the other party shall for all time and purposes be regarded by the receiving party, its employees and agents as strictly confidential and will not be disclosed to any third parties or to any of the other affiliates of the receiving party.
- b. Each party agrees to utilize any information provided by the other party only for the purposes of carrying out this Agreement and further acknowledges that it will not utilize any information provided by the other party for any purpose including but not limited to directly or indirectly competing with the other party or otherwise assisting another person or entity in doing the same.
- c. All confidentiality obligations hereunder shall continue in full force and effect during the term of this Agreement, and after termination: (a) in the case of confidential information that constitutes a trade secret under applicable law, for as long as such confidential information remains a trade secret; or (b) in the case of any other confidential information, for a term of two (2) years.
- d. Each party further understands that money damages will not be a sufficient remedy for a breach of this Section 14 and that, in addition to all other remedies available at law or in equity, each party shall be entitled to seek equitable relief, including injunctions or specific performance, without proof of actual damages.
- e. In the event that the receiving party is requested or required by legal or regulatory authority to disclose confidential or proprietary information of the disclosing party, the receiving party shall promptly notify the disclosing party of such request or requirement prior to disclosure to the extent permitted by applicable law, so that the disclosing party may seek an appropriate protective order. In the event that a protective order or other remedy is not obtained, receiving party agrees to furnish only that portion of the confidential or proprietary information that it reasonably determines, in consultation with its counsel, is consistent with the scope of the subpoena or demand, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such information.

**15. INDEMNIFICATION:** To the fullest extent permitted by law, each party shall defend, indemnify and hold harmless the other from and against any and all claims, suits, damages, losses, liabilities, fines, penalties, costs or expenses (including reasonable attorney's fees) arising from or related to (i) the indemnifying party's negligence, gross negligence or willful misconduct in the performance of its duties and obligations hereunder, or the negligence, gross negligence or willful misconduct of the indemnifying party's officers, directors, employees, agents, or guests, (ii) infringement of a third party's intellectual property rights by the indemnifying party or its products and services, (iii) any material breach of this Agreement by the indemnifying party, or (iv) any violation of applicable law by the indemnifying party or its products and services.

**16. NOTICES:** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent via facsimile, by overnight mail through a reputable service, by email, or by certified mail, return receipt requested, to the addresses set forth below:

As to O'REILLY:                   O'Reilly Auto Enterprises, LLC  
233 S. Patterson Avenue  
Springfield, MO 65802  
Attn: Heath Johnson  
Email address: hjohnson9@oreillyauto.com

With a copy to General Counsel

As to THE CITY OF MIDWEST CITY, OKLAHOMA:                   THE CITY OF MIDWEST CITY, OKLAHOMA  
Craig Davis  
8730 SE 15th St Midwest City, OK 73110  
crdavis@midwestcityok.org

Eva Deen  
8730 SE 15th St Midwest City, OK 73110  
edeem@midwestcityok.org

With a copy to General Counsel

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand, email, overnight courier service or if sent by facsimile, or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 16.

**17. FORCE MAJEURE/DAMAGE OF PREMISES:**

a. Whenever performance by either party of any of their respective obligations is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

b. Notwithstanding any other provisions of this Agreement O'REILLY may terminate this Agreement, at its sole discretion, immediately in the event that THE CITY OF MIDWEST CITY, OKLAHOMA's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make THE CITY OF MIDWEST CITY, OKLAHOMA's premises unusable for the Location in the reasonable judgment of O'REILLY.

**18. SUCCESSORS AND ASSIGNS:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and permitted assigns. Notwithstanding the foregoing, the rights and obligations of either party to this Agreement may not be assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld, provided, however, that each party may assign this Agreement to any of its affiliated entities.

**19. AMENDMENTS:** No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

**20. NO WAIVER OF RIGHTS:** No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**21. LIMITATIONS ON RIGHTS OF THIRD PARTIES:** All obligations of a party under this Agreement are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

**22. INDEPENDENT CONTRACTOR:** The parties hereto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint ventures, employee, or any other similar or representative relationship between parties hereto. Neither of the Parties nor any of their agents or employees shall have the power or authority, to state or imply, directly or indirectly, that they are empowered or authorized to commit or bind, to incur any expenses on behalf of the other or to enter into any oral or written agreement in the name of or on behalf of the other or their respective affiliates.

**23. CHOICE OF LAW/DISPUTE RESOLUTION:** This Agreement shall be construed and interpreted under the laws of the State of Oklahoma, without giving effect to its choice of law rules. Any disputes arising out of this Agreement shall be litigated under the laws of the State of Oklahoma ...court of competent jurisdiction in Oklahoma County, Oklahoma.

**24. COUNTERPARTS:** This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

**25. SECTION HEADINGS:** Section titles or captions contained herein are inserted only as a matter of convenience for reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.

**26. SEVERABILITY:** In the event that any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or enforceable part shall be severed from the Agreement, and the remaining terms shall continue in full force and effect.

**27. ENTIRE AGREEMENT:** This Agreement and any attachments referenced in this contract, constitute the entire contract between O'REILLY and THE CITY OF MIDWEST CITY, OKLAHOMA concerning the subject matter of this Agreement. To the extent not expressly incorporated herein, this Agreement supersedes all prior proposals, contracts and understandings between the parties concerning the subject matter of this Agreement.

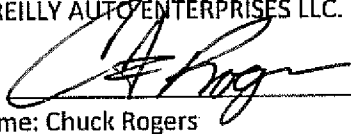
IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly-authorized representatives to be effective as of the date and year first above written.

(Continued on next page)





O'REILLY AUTO ENTERPRISES LLC.

By:  01/14/2021

Name: Chuck Rogers

Title: Vice President of Professional Sales/O'Reilly Auto Parts

THE CITY OF MIDWEST CITY, OKLAHOMA

By:  /01/13/2021

Name: Matthew D. Dukes II

Title: Midwest City Mayor



**Information Technology**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1374  
Fax 405.869.8602

## MEMORANDUM

TO: Honorable Mayor and Council

FROM: Allen Stephenson, Information Technology Director

DATE: June 25, 2024

SUBJECT: Discussion, consideration, and any possible action of approving renewing a contract without modifications for FY 2024-2025 with Tyler Technologies for software maintenance for Police, 911, and Court in an amount not to exceed \$198,614.06.

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Since all contracts expire at the end of each fiscal year, it is necessary to renew these contracts. The originals of these contracts are too voluminous to print in the agenda. If you would like to review a specific contract, they are available in the city clerk's office for your convenience.

Sincerely,

Allen Stephenson, Information Technology Director



One Tyler Drive  
Yarmouth, ME 04096

P: 800.772.2260  
F: 207.781.2459

www.tylertech.com

6/10/2024

**CITY OF MIDWEST CITY  
100 N. MIDWEST BOULEVARD  
MIDWEST CITY, OK 73110**

Cust# 43874

To Whom It May Concern:

Please allow this letter to confirm that your renewal rates are as followed. Additional billing obligations may be included in separate Proforma(s).

DESCRIPTION	CYCLE DATE	AMOUNT
E-911 Server Interface - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 3,015.25
E-911 Client Interface - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 1,130.99
NCIC Server Interface - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 3,769.30
NCIC Client Interface - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 2,261.67
Mobile CAD Server Add-on with messaging - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 4,523.19
Mobile CAD Client - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 48,622.05
Mobile AVL Client Add-on - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 8,103.70
Mobile Citations Add-on - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 14,322.69
CAD Mapping Interface - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 2,192.86
RMS Mapping Interface - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 2,186.53
Base RMS System - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 16,584.34
Case Management & Events - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 3,426.51
Intelligence Module - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 1,130.99
Vehicle Impound - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 2,072.88
Pawn Tickets - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 1,130.99
Personnel - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 2,261.67
Jail Intake and Booking Module - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 13,157.98
Sex Offender Registration - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 1,130.99
Report Writer - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 2,072.88
Dispatcher (additional seats) - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 4,523.19
CAD (1 dispatcher seat included) - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 11,846.24
LiveScan Fingerprint System Interface - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 1,507.63
PDA Interface - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 112.57
PDA Server Software- Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 1,507.63
Property Room - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 4,146.23
NetMotion Clients w/Policy Module - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 11,256.09
Accident Report Diagramming Software Interface - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 338.76
HTE Financial Interface - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 3,263.39
E-Seek DL Scan Interface - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 2,023.41
System Software Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 1,575.04
Firehouse CAD Monitor Interface - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 1,903.44
Incode Public Safety Custom Reporting Tool	07/01/2024 - 06/30/2025	\$ 5,309.01
First Due Interface	07/01/2024 - 06/30/2025	\$ -
Link Media from a Cell for Services to any Generated Case Number in incident Module	07/01/2024 - 06/30/2025	\$ 318.00
System Software Maintenance - Netmotion Mobility	07/01/2024 - 06/30/2025	\$ 4,064.05
Remittance		<b>Total: \$ 186,792.14</b>

\*Applicable taxes not included

Tyler Technologies, Inc. (FEIN 75-2303920)  
PO Box 203556  
Dallas, TX 75320-3556

Questions  
Tyler Technologies – Public Safety  
Phone: 1-800-772-2260 Press 2, then 5  
Email: ar@tylertech.com



**Remittance**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

**Empowering people who serve the public®**

**Questions**  
 Tyler Technologies -  
 Phone: 1-800-772-2260 Press 2  
 Fax: 1-866-673-3274  
 Email: ar@tylertech.com

# THIS IS NOT AN INVOICE PROFORMA

Company	Order No.	Date	Page
130	31452	04/04/2024	1 of 2



To: CITY OF MIDWEST CITY  
 100 N. MIDWEST BOULEVARD  
 MIDWEST CITY, OK 73110  
 United States

Ship To: CITY OF MIDWEST CITY  
 100 N. MIDWEST BOULEVARD  
 MIDWEST CITY, OK 73110  
 United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 43874		Net 30	USD	MISC	

No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: Midwest City, OK				
1 Renewal: Interface: Incode Public Safety Records Mgmt System Cycle Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	0.00	0.00
2 Renewal: Interface: Tyler Incode Court Case Mgmt System Cycle Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	0.00	0.00
3 Renewal: eCitation - Brazos Rapid Extension Framework - PDA Cycle Start: 07/01/2024, End: 06/30/2025; Term: 12 months	25	EA	193.53	4,838.14
4 Renewal: Task: Driver Exchange Module Cycle Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	822.83	822.83
5 Renewal: Task: Tow/Impound Report (standard) Cycle Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	822.83	822.83
6 Renewal: Task: Criminal Trespass Warning Cycle Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	822.83	822.83
7 Renewal: Server Hosting Cycle Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	2,363.84	2,363.84
8 Renewal: Task: Field Interview Cycle Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	2,151.45	2,151.45



**Empowering people who serve the public®**

**Remittance**  
Tyler Technologies, Inc.  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

**Questions**  
Tyler Technologies -  
Phone: 1-800-772-2260 Press 2  
Fax: 1-866-673-3274  
Email: [ar@tylertech.com](mailto:ar@tylertech.com)

# THIS IS NOT AN INVOICE PROFORMA

<i>Company</i>	<i>Order No.</i>	<i>Date</i>	<i>Page</i>
130	31452	04/04/2024	2 of 2

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Does not include any applicable taxes

Order Total: 11,821.92

Comments: **Upon acceptance please email your purchase order to [PO@tylertech.com](mailto:PO@tylertech.com)**

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City Clerk  
100 N. Midwest Blvd  
Midwest City, OK 73110  
office 405.739.1240

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: June 25, 2024

SUBJECT: Discussion, consideration, and possible action of renewing without modification the utility bill production agreement with Dataprose, LLC, for FY 24-25.

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Since all contracts expire at the end of each fiscal year, it is necessary to renew the contract. Dataprose, LLC, has agreed to renew the present contract without modification for FY 24-25. Staff were pleased with the service. Cost to date for FY 23-24 is \$183,266.39.

Action is at the discretion of the Council. Staff recommends approval.

*Sara Hancock*

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Sara Hancock, City Clerk

Attachment



City Clerk
100 N. Midwest Blvd
Midwest City, OK 73110
office 405.739.1240

March 11, 2024

Dataprose
Attn: COO
1122 W Bethel Rd
Coppell, TX 75019

Dataprose Production Agreement dated 8/12/14 and
First Amendment to Agreement dated 08/01/22

It is time to re-new the city of Midwest City's contracts for FY 24/25 that will begin on July 1, 2024. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to re-new our current contract under its present terms and conditions. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

Sara Hancock
City Clerk

[X] Yes, we agree to continue the present contract without modification.

[ ] No, we are not able to continue the present contract without modification.

Dataprose:

Sign: [Signature] Title: Sr. VP, Operations Date: 3/14/2024

City of Midwest City:

Sign: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: June 25, 2024

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Grants Fund, revenue/Intergovernmental (06) \$254,000; expenditures/Transfers Out (06) \$254,000. Street Tax Fund, revenue/Transfers In (00) \$254,000; expenditures/Park & Rec (06) \$254,000. Police Lab Fee Fund, expenditures/Transfers Out (62) \$9,298. Police Impound Fees Fund, revenue/Transfers In (00) \$9,298. Grants Fund, revenue/Intergovernmental (24) \$117,820; expenditures/Transfers Out (24) \$117,820. General Government Sales Tax Fund, revenue/Transfers In (00) \$117,820; expenditures/Engineering & Construction Services (24) \$117,820. 2018 Election G.O. Bond Fund, expenditures/Street (09) \$64,634. General Fund, expenditures/Transfers Out (00) \$813,957. Police Fund, revenue/Transfers In (00) \$367,284. Fire Fund, revenue/Transfers In (00) \$296,962. Hotel Motel Fund, expenditures/Transfers Out (00) \$169,727. Park & Recreation Fund, revenue/Transfers In (00) \$23,762. CVB Fund, revenue/Transfers In (00) \$95,047. Welcome Center Fund, revenue/Transfers In (00) \$50,918. General Fund, revenue/Transfers In (00) \$149,711. Municipal Court Fund, revenue/Investment Interest (00) \$2,700; expenditures/Transfers Out (00) \$2,700. General Fund, revenue/Transfers In (00) \$2,700. G.O. Debt Service Fund, expenditures/Transfers Out (00) \$112,339. 2018 Election G.O. Bond Fund, revenue/Transfers In (00) \$112,339. Hotel Motel Fund, revenue/Investment Interest (00) \$169,727. L&H Fund, expenditures/Personnel (03) \$500,000.

The first two supplements are needed to budget proceeds of Oklahoma Dept of Tourism and Recreation SCIP Recreational Trail Phase 3 Grant into Grants Fund and transfer of grant proceeds to Street Tax Fund to reimburse expenses related to construction of SCIP Recreational Trail. The third and fourth supplements are needed to close Police Lab Fee Fund and transfer remaining fund balance to Police Impound Fees Fund. The fifth and sixth supplements are needed to budget proceeds of Department of Energy EECBG Grant into Grants Fund and transfer of grant proceeds to General Government Sales Tax Fund to reimburse expenses for City Hall HVAC Project. The seventh supplement is to increase budget for City-wide Street Repair Project to include change order for contract with Silver Star Construction. The eighth through tenth supplements are needed to increase budget for transfer from General Fund to Police and Fire Funds due to General Fund revenues exceeding projection for fiscal year 2023-2024. The eleventh through fourteenth supplements are needed to increase budget for transfers from Hotel Motel Fund to Park & Recreation Fund, CVB Fund and Welcome Center Fund due to hotel/motel tax revenues for fiscal year 2023-2024 exceeding projection. The fifteenth supplement is needed to increase budget for transfer into General Fund from Capital Improvement Revenue Bond Fund due to sales and use tax exceeding projections for fiscal year 2023-2024. The sixteenth and seventeenth supplements



are needed to increase budget for interest revenue to amount estimated to end of fiscal year and transfer out of interest revenue from Municipal Court Fund to General Fund. The eighteenth and nineteenth supplements are needed to transfer out of G.O. Debt Service Fund to 2018 Election G.O. Bond Fund due to interest income exceeding projection for fiscal year 2023-2024. The twentieth supplement is needed to increase budget for interest income received in fiscal year 2023-2024. The twenty-first supplement is needed to increase budget for L&H Fund health benefit expenses to end of fiscal year.

*Tiatia Cromar*

Tiatia Cromar  
Finance Director

## SUPPLEMENTS

**June 25, 2024**

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
06	Intergovernmental	254,000			
06	Transfers Out			254,000	
		<u>254,000</u>	<u>0</u>	<u>254,000</u>	<u>0</u>

**Explanation:**  
To budget proceeds of SCIP Recreational Trail Phase 3 Grant from Oklahoma Dept. of Tourism & Recreation and transfer of proceeds to Street Tax Fund.

Fund STREET TAX (065)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	254,000			
06	Park & Rec			254,000	
		<u>254,000</u>	<u>0</u>	<u>254,000</u>	<u>0</u>

**Explanation:**  
To budget transfer in of SCIP Recreational Trail Phase 3 Grant proceeds from Grants Fund and expenses related to project.

Fund POLICE LAB FEE (034)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		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			9,298	
		<u>0</u>	<u>0</u>	<u>9,298</u>	<u>0</u>

**Explanation:**  
To close Police Lab Fee Fund and transfer fund's remaining fund balance to Police Impound Fees Fund. Funding to come from fund balance.

Fund POLICE IMPOUND FEES (037)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	9,298			
		<u>9,298</u>	<u>0</u>	<u>0</u>	<u>0</u>

**Explanation:**  
To transfer in remaining fund balance from Police Lab Fee.

# SUPPLEMENTS

**June 25, 2024**

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
24	Intergovernmental	117,820			
24	Transfers Out			117,820	
		117,820	0	117,820	0
<b>Explanation:</b>					
To budget proceeds of EECBG Grant from Dept of Energy and transfer of grant proceeds to General Gov't Sales Tax Fund.					

Fund GENERAL GOV'T SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	117,820			
24	Engineering & Const Svcs			117,820	
		117,820	0	117,820	0
<b>Explanation:</b>					
To budget transfer in of proceeds of EECBG Grant to reimburse expenses for City Hall HVAC Project.					

Fund 2018 ELECTION G.O. BOND (270)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
09	Street			64,634	
		0	0	64,634	0
<b>Explanation:</b>					
To increase budget for City-wide Street Repair Project for change order to Silver Star contract. Funding to come from fund balance (accumulated interest earnings).					

Fund GENERAL (010)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers Out			813,957	
		0	0	813,957	0
<b>Explanation:</b>					
To increase budget for tranfers out to Police Fund, Fire Fund and Capital Improvements Revenue Bond Fund due to revenues exceeding projection for fiscal year 2023-2024. Funding to come from fund balance.					

**SUPPLEMENTS**  
**June 25, 2024**

Fund POLICE (020)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	367,284			
		367,284	0	0	0
<b>Explanation:</b> To increase budget for transfers in from General Fund due to fiscal year 2023-2024 revenues exceeding projection.					

Fund FIRE (040)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	296,962			
		296,962	0	0	0
<b>Explanation:</b> To increase budget for transfers in from General Fund due to fiscal year 2023-2024 revenues exceeding projection.					

Fund HOTEL MOTEL (225)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers Out			169,727	
		0	0	169,727	0
<b>Explanation:</b> To increase budget for transfers out to Park & Recreation Fund, CVB Fund and Welcome Center Fund due to hotel/motel tax revenues for fiscal year 2023-2024 exceeding projection. Funding to come from fund balance.					

Fund PARK & RECREATION (123)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	23,762			
		23,762	0	0	0
<b>Explanation:</b> To increase budget for transfers in from Hotel Motel Fund due to fiscal year 2023-2024 hotel/motel tax revenues exceeding projection.					

## SUPPLEMENTS

**June 25, 2024**

Fund CVB (046)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	95,047			
		95,047	0	0	0
<b>Explanation:</b> To increase budget for transfers in from Hotel Motel Fund due to fiscal year 2023-2024 hotel/motel tax revenues exceeding projection.					

Fund WELCOME CENTER (045)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	50,918			
		50,918	0	0	0
<b>Explanation:</b> To increase budget for transfers in from Hotel Motel Fund due to fiscal year 2023-2024 hotel/motel tax revenues exceeding projection.					

Fund GENERAL (010)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	149,711			
		149,711	0	0	0
<b>Explanation:</b> To increase budget for transfer in from Capital Improvement Revenue Bond Fund due to sales and use tax exceeding projections for fiscal year 2023-2024.					

Fund MUNICIPAL COURT (235)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Investment Interest	2,700			
00	Transfers Out			2,700	
		2,700	0	2,700	0
<b>Explanation:</b> To increase budget for interest revenue to amount estimated to end of fiscal year and transfer out of interest revenue to General Fund.					

# SUPPLEMENTS

## June 25, 2024

Fund GENERAL (010)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	2,700			
		<u>2,700</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Explanation:</b> To increase budget for transfer in from Municipal Court fund for estimated interest revenue to end of fiscal year.					

Fund G.O. DEBT SERVICE (350)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers Out			112,339	
		<u>0</u>	<u>0</u>	<u>112,339</u>	<u>0</u>
<b>Explanation:</b> To increase budget for transfer out to 2018 Election GO Bond Fund due to interest income exceeding projection for fiscal year 2023-2024. Funding to come from fund balance.					

Fund 2018 ELECTION G.O. BOND (270)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	112,339			
		<u>112,339</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Explanation:</b> To increase budget for transfer in from GO Debt Service Fund due to interest income exceeding projection for fiscal year 2023-2024.					

Fund HOTEL MOTEL (225)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Investment Interest	169,727			
		<u>169,727</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Explanation:</b> To increase budget for interest income received in fiscal year 2023-2024.					

# SUPPLEMENTS

**June 25, 2024**

Fund L&H (240)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
03	Personnel			500,000	
		<u>0</u>	<u>0</u>	<u>500,000</u>	<u>0</u>

**Explanation:**  
To increase budget for L&H Fund expenses to amount estimated to end of fiscal year. Funding to come from fund balance.



**TO :** Honorable Mayor and Council

**FROM :** Brandon Bundy, P.E., Director

**DATE :** June 25, 2024

**SUBJECT :** Discussion, consideration, and possible action approving the contract amendments with Garver; H.W. Lochner; Lee Engineering; LMRK Engineering; Plummer Associates; and R.L. Shears Company, to renew the contracts for FY 24/25.

Each contract expires at the end of the fiscal year so it is necessary to renew these contracts. All of the below listed contractors have reviewed their contracts and an amendment signed. Per our current contract template with which most of these are based; the terms of the contract can be renewed by mutual agreement of both parties.


<b>Contractor</b>	<b>Project Description</b>	<b>Status</b>	<b>Contract</b>	<b>Balance</b>	<b>Fund</b>
^ Garver Engineering	Work with Army Corps of Engineer to develop plans for the Timber Ridge Elevated Water Tank and booster pump.	Design underway.	\$674,900.00	\$440,448.00	172 / 178
H.W. Lochner, INC.	Prepare plans for bridge project on SE 29 <sup>th</sup> St; replace bridge over Crutch Creek and rehabilitation of structure over Kuhlman Creek	Final plans at ODOT; scheduled for August 2024 letting (construction late 2024 / early 2025)	\$280,177.00	\$52,935.07	269
Lee Engineering, LLC	Prepare plans for Signal Upgrade Phase 5: Air Depot Blvd / SE 29 <sup>th</sup> St, Air Depot Blvd / Boeing Dr, Air Depot Blvd / Eddie Dr, Air Depot Blvd / Jarman Dr, Air Depot Blvd / Mall, SE 15 <sup>th</sup> St / Soldier Creek Elementary	Design underway, awaiting 60% planset for review. Est Construction 2025	\$122,800.00	\$67,259.00	157
Lee Engineering, LLC	Prepare plans for Signal Upgrade Phase 6: Air Depot Blvd / SE 15 <sup>th</sup> St, Sooner Rd / SE 15 <sup>th</sup> St, Post Rd / SE 15 <sup>th</sup> St, Post Rd / Reno Ave, SE 29 <sup>th</sup> St / Arthur Harris Dr	Design underway, 30% planset under review. Est Construction 2025	\$96,500.00	\$84,500.00	157



* LMRK Engineering LLC	Prepare plans for rehabilitation of Sanitary Sewer in area of Rose State / Hospitality District / Sooner Rose	90% Plans complete and at ODEQ for permit review. Est bid early Fall 2024	\$155,000.00	\$21,000.00	353
* Plummer Associates, Inc.	Prepare plans for two related projects; Sewer extension to serve Centrillium Proteins and water extension to serve both Centrillium Proteins and Water Resources Recovery Facility (WRRF)	Sewer extension is under construction. Water extension is pending final review before bidding (August 2024)	\$358,768.00	\$122,482.92	353
R.L. Shears Company, P.C.	Prepare plans for the 2018 GO Bond Project to expand Mid-America Park, Phases 1 and 2	Phase 1 is currently out to bid (July 2). Phase 2 still working through federal funding requirements	\$281,662.00	\$113,430.00	270

^ This contract is also on the Midwest City Municipal Authority agenda for approval

\* This contract is also on the Midwest City Economic Development Authority agenda for approval




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



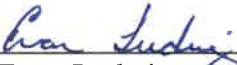
**THIRD AMENDMENT  
TO LETTER AGREEMENT  
FOR PROFESSIONAL SERVICES  
BETWEEN H.W. LOCHNER, INC.  
AND  
CITY OF MIDWEST CITY**

Pursuant to Paragraph 18 of the Consultant Agreement dated September 28, 2021, the following amendment is hereby agreed to between the parties:

The following is a new paragraph to be added at the end of the Terms and Conditions of Services section of the Consultant Agreement:

The term for this Letter Agreement is for one year, commencing on July 1, 2024 and ending on June 30, 2025. This Letter Agreement may be extended by mutual agreement of the parties, in writing, until the Project is completed and accepted as provided herein.

**H.W. Lochner, Inc.:**

  
\_\_\_\_\_  
Evan Ludwig  
Vice President

Date: 5-22-2024

**For City of Midwest City:**

\_\_\_\_\_  
Matt Dukes, II  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Sara Hancock, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Donald D. Maisch, City Attorney

**THIRD AMENDMENT  
TO LETTER AGREEMENT  
FOR PROFESSIONAL SERVICES  
BETWEEN LEE ENGINEERING, LLC  
AND  
CITY OF MIDWEST CITY**

Pursuant to Paragraph 5.A. of the Professional Services Agreement dated December 13, 2022, the following amendment is hereby agreed to between the parties:

The following is a new paragraph to be added at the end of the Terms and Conditions of Services section of the Consultant Agreement:

The term for this Letter Agreement is for one year, commencing on July 1, 2024, and ending on June 30, 2025. This Letter Agreement may be extended by mutual agreement of the parties, in writing, until the Project is completed and accepted as provided herein.

**Lee Engineering, LLC.:**



\_\_\_\_\_  
Ryan Henderson  
Project Manager

Date: 6/3/2024

**For City of Midwest City:**

\_\_\_\_\_  
Matt Dukes, II  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Sara Hancock, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Donald D. Maisch, City Attorney

**FIRST AMENDMENT  
TO LETTER AGREEMENT  
FOR PROFESSIONAL SERVICES  
BETWEEN LEE ENGINEERING, LLC  
AND  
CITY OF MIDWEST CITY**

Pursuant to Paragraph 5.A. of the Professional Services Agreement dated November 14, 2023, the following amendment is hereby agreed to between the parties:

The following is a new paragraph to be added at the end of the Terms and Conditions of Services section of the Consultant Agreement:

The term for this Letter Agreement is for one year, commencing on July 1, 2024 and ending on June 30, 2025. This Letter Agreement may be extended by mutual agreement of the parties, in writing, until the Project is completed and accepted as provided herein.

**Lee Engineering, LLC.:**



\_\_\_\_\_  
Ryan Henderson  
Project Manager

Date: 6/3/2024

**For City of Midwest City:**

\_\_\_\_\_  
Matt Dukes, II  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Sara Hancock, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Donald D. Maisch, City Attorney

**FIRST AMENDMENT  
TO LETTER AGREEMENT  
FOR PROFESSIONAL SERVICES  
BETWEEN LMRK ENGINEERING  
AND  
CITY OF MIDWEST CITY**

Pursuant to Paragraph 5.A. of the Professional Services Agreement dated March 28, 2023, the following amendment is hereby agreed to between the parties:

The following is a new paragraph to be added at the end of the Terms and Conditions of Services section of the Consultant Agreement:

The term for this Letter Agreement is for one year, commencing on July 1, 2024 and ending on June 30, 2025. This Letter Agreement may be extended by mutual agreement of the parties, in writing, until the Project is completed and accepted as provided herein.

**LMRK Engineering:**



Reza Khakpour  
President

Date: 6/5/2024

**For City of Midwest City:**

**For Midwest City Economic Development  
Authority:**

\_\_\_\_\_  
Matt Dukes, II  
Mayor

\_\_\_\_\_  
Matt Dukes, II  
Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Sara Hancock, City Clerk

\_\_\_\_\_  
Sara Hancock, Secretary

Approved as to form and legality:

Approved as to form and legality:

\_\_\_\_\_  
Donald D. Maisch, City Attorney

\_\_\_\_\_  
Donald D. Maisch, Attorney

**THIRD AMENDMENT  
TO LETTER AGREEMENT  
FOR PROFESSIONAL SERVICES  
BETWEEN PLUMMER ASSOCIATES, INC.  
AND  
CITY OF MIDWEST CITY**

Pursuant to Paragraph 5.A. of the Professional Services Agreement dated July 26, 2022, the following amendment is hereby agreed to between the parties:

The following is a new paragraph to be added at the end of the Terms and Conditions of Services section of the Consultant Agreement:

The term for this Letter Agreement is for one year, commencing on July 1, 2024 and ending on June 30, 2025. This Letter Agreement may be extended by mutual agreement of the parties, in writing, until the Project is completed and accepted as provided herein.

**Plummer Associates, Inc.**

Cletus R Martin

Cletus R Martin  
Principal

Date: 05/23/2024

**For City of Midwest City:**

**For Midwest City Economic Development  
Authority:**

\_\_\_\_\_  
Matt Dukes, II  
Mayor

\_\_\_\_\_  
Matt Dukes, II  
Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Sara Hancock, City Clerk

\_\_\_\_\_  
Sara Hancock, Secretary

\_\_\_\_\_  
Approved as to form and legality:

\_\_\_\_\_  
Approved as to form and legality:

\_\_\_\_\_  
Donald D. Maisch, City Attorney

\_\_\_\_\_  
Donald D. Maisch, Attorney

**AGREEMENT FOR PROFESSIONAL SERVICES  
AMENDMENT NO. 4**

This Amendment No. 4 to the Contract dated November 13, 2019 is between the City of Midwest City, Oklahoma, a municipal corporation, (hereinafter referred to as CLIENT) and R.L. Shears Company, PC (hereinafter referred to as LANDSCAPE ARCHITECT).

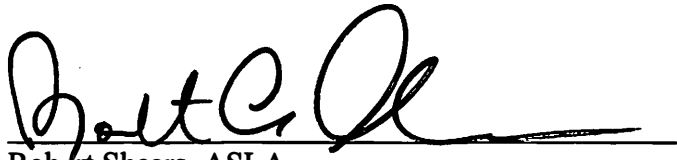
WITNESSETH:  
Secretary

The parties agreed to the Contract for Professional Landscape Design Service on November 13, 2019 for the purpose of the LANDSCAPE ARCHITECT providing certain professional services including survey, design, and analysis in connection with Mid-America Park (PROJECT); and

The parties desire to extend the project timeline into next fiscal, therefore the revised effective date of the agreement shall be July 1, 2025.

IN WITNESS WHEREOF, CLIENT AND LANDSCAPE ARCHITECT have executed this Agreement.

**R.L. Shears Company, P.C.:**



Robert Shears, ASLA  
President

Date: 6.3.24

**For City of Midwest City:**

\_\_\_\_\_  
Matt Dukes, II  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Sara Hancock, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Donald D. Maisch, City Attorney





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

---

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : June 25, 2024

SUBJECT : Discussion, consideration, and possible action of approving Change Order #01 with C4L for the Midwest City Police Department Restroom Renovation for \$44,762.00 and 43 additional days.

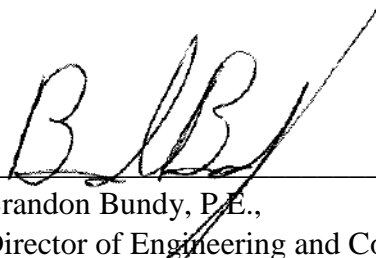
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The attached change order is for the Midwest City Police Department Restroom Renovation project about to begin. This change order is to change the specified flooring and wall tile from the original design. The original design intended to match the tile floor and wall to that of the most recent bathroom renovation. However, this has been very challenging and this is a repeat of the same issue from between the first set and second set of bathroom remodel projects (this project would be the third project).

Instead of searching out a complimentary tile for both wall and tile, the architect suggested and we agreed to create a new standard finish. The flooring will be an epoxy flooring similar to what has been done at the Animal Services Center and in Dispatch. The epoxy flooring is easier to match and is much more durable and easier to clean than the tile flooring. The wall tile will be a white subway tile which ideally is easier to match over the years.

This will change the contract price to \$471,647.00 and add an additional 43 days for a contracted Substantial Completion of 09/20/2024.

Funding for this project is appropriated as projects #622413 (Fund 021) and #0522A2 (Fund 009). The exact split between funding sources is proportional to the bathrooms and square foot of material.



---

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

CC: Greg Wipfli  
Attachment



# AIA®

# Document G701® – 2017

## Change Order

**PROJECT:** *(Name and address)*  
 Midwest City Police Department  
 Restroom Renovation  
 100 North Midwest Blvd  
 Midwest City, Oklahoma 73110

**CONTRACT INFORMATION:**  
 Contract For: General Construction  
  
 Date: March 27, 2024

**CHANGE ORDER INFORMATION:**  
 Change Order Number: 01  
  
 Date: 06/12/2024

**OWNER:** *(Name and address)*  
 City of Midwest City  
 100 North Midwest Blvd  
 Midwest City, Oklahoma 73110

**ARCHITECT:** *(Name and address)*  
 505 Architects LLC  
 1631 South Delaware Avenue  
 Tulsa, Oklahoma 74104

**CONTRACTOR:** *(Name and address)*  
 C4L Construction  
 1717 Garrett Dr.  
 Edmond, Oklahoma 73013

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Revise the wall tile and floor finishes in the restrooms per Proposal Request 01.

Total Cost:

Attachments:

PCO Detail cost breakdown dated 6/10/2024 for \$44,762.00.

The original Contract Sum was	\$	426,885.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	426,885.00
The Contract Sum will be increased by this Change Order in the amount of	\$	44,762.00
The new Contract Sum including this Change Order will be	\$	471,647.00

The Contract Time will be increased by Forty-three (43) days.

The new date of Substantial Completion will be 09/20/2024

**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 the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

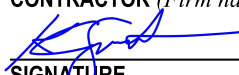
**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

505 Architects LLC  
**ARCHITECT** *(Firm name)*

C4L Construction  
**CONTRACTOR** *(Firm name)*

City of Midwest City  
**OWNER** *(Firm name)*

\_\_\_\_\_  
**SIGNATURE**

  
\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

Brian Thomas, AIA, LEED AP;  
Principal

Kirk Smith, Manager

Matt Dukes, Mayor

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

6/15/2024  
\_\_\_\_\_  
**DATE**

6/12/24  
\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

CONTRACTOR:	OWNER:	ARCHITECT/ENGINEER:	PROJECT NAME:	PROJECT ID:
C4L P.O. Box 228 Edmond, OK 73083	City of Midwest City 100 North Midwest BLVD. Midwest City, OK 73110	505 Architects LLC 1631 South Delaware Ave. Tulsa, OK 74104	MIDWEST CITY POLICE DEPARTMENT RESTROOM RENOVATION	Project #: 23016



**CHANGE ORDER REQUEST**

NO.

PROJECT:

TO:

DATE:

DOCUMENT REFERENCE:

OUR QUOTE ON THE FOLLOWING IS IN THE AMOUNT OF:

**THIS REQUEST FOR CHANGE ORDER IS BASED ON THE FOLLOWING:**

Pricing is based on "Rolling Fog" grout everywhere. If the Client would like to have a standard "blue" grout in the PD Restrooms, there will be no extra charge for a standard color "blue" grout to be installed. If the Client would like a custom colored "Blue" grout, then that would be an additional charge.

ADDITIONAL CALANDER DAYS ADDED TO THE CONTRACT:

We look forward to working with you. If you are in need of any other assistance please contact us.

Sincerely,

Kirk Smith - Manager

**C4L LLC**

**Acceptance of Proposal** The above prices, specifications and conditions are satisfactory and are hereby accepted. C4L LLC is authorized to proceed with the additional work as specified by this this proposal and all "Doc. Reference" as listed above. Payment to be made 30 days net upon final completion of the work or per the conditions of the existing contract if this proposal is a Change Order .

By: \_\_\_\_\_

Date: \_\_\_\_\_

*This document may be signed in counterparts and each counterpart shall be deemed an original and as if each party signed the same document. A faxed or electronically submitted signature is acceptable as an original unless the document being signed expressly states otherwise.*

C4L LLC      P.O. BOX 228      Edmond, OK 73083      (405-314-0802)      fax (405-285-0089)  
w w w . C 4 L O K C . c o m

ITEM	DESCRIPTION	QTY.	UNIT	COST	Subtotals	TOTALS
<b>LABOR</b>						
1		0.00			\$0.00	
2		0.00			\$0.00	
					Labor Burden	\$0.00
<b>LABOR TOTAL</b>						<b>\$0.00</b>
<b>MATERIALS/RENTALS</b>						
3	NW Restrooms Wall tile upgrade	965.00	SQ FT	\$8.20	\$7,913.00	
4	NW Restrooms Wall tile deduct	965.00	SQ FT	(\$2.88)	-\$2,779.20	
5	PD 1st Floor Wall tile upgrade	726.00	SQ FT	\$8.20	\$5,953.20	
6	PD 1st Floor Wall tile deduct	726.00	SQ FT	(\$2.88)	-\$2,090.88	
7	PD 2nd Floor Wall tile upgrade	778.00	SQ FT	\$8.20	\$6,379.60	
8	PD 2nd Floor Wall tile deduct	778.00	SQ FT	(\$2.88)	-\$2,240.64	
9		0.00			\$0.00	
10		0.00			\$0.00	
<b>MATERIALS TOTAL</b>						<b>\$13,135.08</b>
<b>SUBCONTRACTORS &amp; OTHER SUPPORT</b>						
11	NW Restrooms Add for Epoxy flooring and integrated base	304.00	SQ FT	\$37.75	\$11,476.00	
12	NW Restrooms Deduct of tile material & labor to install	304.00	SQ FT	(\$12.30)	-\$3,739.20	
13	PD 1st Floor Add for Epoxy flooring and integrated base	260.00	SQ FT	\$37.75	\$9,815.00	
14	PD 1st Floor Deduct of tile material & labor to install	260.00	SQ FT	(\$12.30)	-\$3,198.00	
15	PD 2nd Floor Add for Epoxy flooring and integrated base	277.00	SQ FT	\$37.75	\$10,456.75	
16	PD 2nd Floor Deduct of tile material & labor to install	277.00	SQ FT	(\$12.30)	-\$3,407.10	
17		0.00			\$0.00	
18		0.00			\$0.00	
<b>SUBCONTRACTORS &amp; OTHER SUPPORT TOTALS</b>						<b>\$21,403.45</b>
COMMENTS:					<i>SUB-TOTAL</i>	<i>\$34,538.53</i>
					<i>O &amp; P (Each)</i>	<i>\$6,907.71</i>
					<i>SUB-TOTAL</i>	<i>\$41,446.24</i>
					<i>Insurance</i>	<i>\$2,072.31</i>
					<i>Taxes</i>	
					<i>Bond</i>	<i>\$1,243.39</i>
					<i>Adjustment</i>	<i>\$0.07</i>
					<i>Total</i>	<b><i>\$44,762.00</i></b>



**Finance Department**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
[www.midwestcityok.org](http://www.midwestcityok.org)

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: June 25, 2024

SUBJECT: Discussion, consideration and possible action regarding a resolution to renew the Projects Agreement required by the Tax Apportionment Refunding Bonds, Taxable Series 2018 for FY 2024-2025.

The projects agreement for the Series 2018 bond issues must be renewed each year. Expiration or termination of the sales tax agreement, constitutes a default event under the terms of our bonds.

Attached is a resolution to renew the agreement for fiscal year 2024-2025.

Tiatia Cromar  
Finance Director

**RESOLUTION NO. 2024-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF MIDWEST CITY TO RENEW THE PROJECTS AGREEMENT REQUIRED BY THE TAX APPORTIONMENT REFUNDING BONDS, TAXABLE SERIES 2018.**

**WHEREAS**, the Council of the City of Midwest City, Oklahoma (hereinafter called the "City"), and the Midwest City Memorial Hospital Authority, an Oklahoma public trust (hereinafter called the "Authority"), entered into certain Projects Agreement (hereinafter called the "Agreement"), dated May 24, 2018, whereby the City agrees, subject to availability and appropriation of funds, to make payments from available funds on or before the 20th day preceding any interest payment date and any date that principal of the bonds is due and any other dates as determined by the Authority, to the Trustee on behalf of the Authority for immediate deposit in the Authority's Bond Fund created under the Tax Apportionment Refunding Bonds, Taxable Series 2018 Indenture (hereinafter called the "Indenture"). Consistent with the previous sentence, the City further agrees to promptly undertake the actions required to obtain any such appropriation at such time as will allow the City to make Project Payments when due. All such Project Payments shall be used as set forth in the Indenture and shall be in such amounts as are necessary for the payment when due of (a) principal of and interest on the Tax Apportionment Refunding Bonds, Taxable Series 2018 coming due at such time, and (b) all other amounts due under the Indenture; and

**WHEREAS**, it is necessary that this Agreement be renewed, ratified and affirmed for the fiscal year of the City dated July 1, 2024 through June 30, 2025.

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

SECTION 1. The Projects Agreement dated May 24, 2018, each between the City and the Authority, are hereby renewed, ratified and affirmed by the governing body of the City of Midwest City, Oklahoma, for the fiscal year ending June 30, 2025.

PASSED AND APPROVED BY THE Mayor and Council of the City of Midwest City, Oklahoma, this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

CITY OF MIDWEST CITY, OKLAHOMA

\_\_\_\_\_  
MATTHEW D. DUKES, II, Mayor

\_\_\_\_\_  
SARA HANCOCK, City Clerk

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
DONALD MAISCH, City Attorney



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: June 25, 2024

SUBJECT: Discussion, consideration and possible action regarding a resolution to renew the Sales Tax Agreement required for Capital Improvement Refunding Revenue Bonds, Series 2019 for FY 2024-2025.

The sales tax agreement for the Series 2019 bond issues must be renewed each year. Expiration or termination of the sales tax agreement, constitutes a default event under the terms of our bonds.

Attached is a resolution to renew the agreement for fiscal year 2024-2025.

Tiatia Cromar  
Finance Director

RESOLUTION NO. 2024 - \_\_\_\_\_

**A RESOLUTION OF THE CITY OF MIDWEST CITY TO RENEW THE SALES TAX AGREEMENT REQUIRED FOR THE CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS, SERIES 2019.**

**WHEREAS**, the Council of the City of Midwest City, Oklahoma (hereinafter called the "City"), and the Midwest City Municipal Authority, an Oklahoma public trust (hereinafter called the "Authority"), entered into certain Sales Tax Agreements (hereinafter called the "Agreements"), dated April 1, 2019, respectively, whereby the City agrees to make payments to the Authority in amounts sufficient to pay when due principal and interest on the Authority's Capital Improvement Refunding Revenue Bonds, Series 2019, respectively, and other obligations of the Authority as therein provided; and

**WHEREAS**, it is necessary that such Agreements be renewed, ratified and affirmed for the fiscal year of the City dated July 1, 2024 through June 30, 2025.

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

SECTION I. The Sales Tax Agreements dated April 1, 2019, each between the City and the Authority, are hereby renewed, ratified and affirmed by the governing body of the City of Midwest City, Oklahoma, for the fiscal year ending June 30, 2025.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

CITY OF MIDWEST CITY, OKLAHOMA

\_\_\_\_\_  
MATTHEW D. DUKES, II, Mayor

\_\_\_\_\_  
SARA HANCOCK, City Clerk

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
DONALD MAISCH, City Attorney





Planning & Zoning Department

Matt Summers, Director of Planning & Zoning  
Tami Anderson, Administrative Assistant  
Emily Richey, Current Planning Manager  
Petya Stefanoff, Comprehensive Planner  
Cameron Veal, Associate Current Planner

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**TO:** Honorable Mayor and Council  
**FROM:** Matt Summers, Director of Planning & Zoning  
**DATE:** June 25<sup>th</sup>, 2024  
**SUBJECT:** Discussion, consideration, and possible action of approving Amendment No. 2 with Tunnel, Spangler & Associates, Inc. for the schematic design and pricing of the Parklawn Drive and National Avenue Revitalization Project.

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On May 24, 2022, the City of Midwest City entered into a professional services agreement with TSW for schematic design and pricing of the Parklawn Drive and National Avenue Revitalization project. This project has since been renamed 'Plaza 62'. On June 28, 2023, the first amendment to this agreement was approved extending the agreement through June 30, 2024.

This second amendment extends the agreement through June 30, 2025, and adds the Memorial Hospital Authority as a party to the professional services agreement.

Most of the deliverables from this agreement have been received, with the largest outstanding item yet to be received being the branding document. Staff anticipates that the remaining deliverables from this agreement will be received within the next ninety (90) days.

Funds for this project are available in Account #425 for the Memorial Hospital Authority (Project #902301).

Sincerely,

Matt Summers, AICP  
Director of Planning & Zoning

Attachment: Professional Services Agreement

**SECOND AMENDMENT TO AGREEMENT  
PROFESSIONAL SERVICES AGREEMENT**

**between**

**Tunnell, Spangler & Associates, Inc. d/b/a TSW**

**And**

**THE CITY OF MIDWEST CITY**

**And**

**THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY**

**THIS SECOND AMENDMENT TO THE AGREEMENT** (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation (hereinafter referred to as “**City**”), and The Midwest City Hospital Authority (hereinafter referred to as “**Authority**”), and Tunnell, Spangler & Associates, Inc. d/b/a TSW (hereinafter referred to as “**Service Provider**”) (**City**, **Authority**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

Pursuant to Paragraph 24 of the Agreement between City and Service Provider, the following amendment is hereby agreed to between the parties:

All references to the term “City” are hereby amended to say “City and Authority”.

All references to the term “City Manager” are hereby amended to say “City Manager and General Manager”.

The term for this Agreement is for one year, commencing on July 1, 2024 and ending on June 30, 2025. This Agreement may be extended by mutual agreement of the parties, in writing, for an additional four (4) one-year terms.

All other terms and conditions contained in the original contract shall remain in full force and effect.

**Tunnel, Spangler & Associates, LLC.:**

\_\_\_\_\_  
Mr. Adam Williamson  
Senior Principal

Date: \_\_\_\_\_

**For City of Midwest City:**

\_\_\_\_\_  
Matt Dukes, II  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Sara Hancock, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Donald D. Maisch, City Attorney

**For Midwest City Memorial Hospital Authority:**

\_\_\_\_\_  
Matt Dukes, II  
Chairman

Date: \_\_\_\_\_

\_\_\_\_\_  
Sara Hancock, Secretary

Approved as to form and legality:

\_\_\_\_\_  
Donald D. Maisch, City Attorney



**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: Greg Wipfli, Chief of Police

DATE: June 25, 2024

SUBJECT: Discussion, consideration, and possible action of declaring (1) 2014 Chevrolet Caprice and its contents, as surplus and authorizing disposal by public auction, sealed bid or other means necessary.

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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. This vehicle is not estimated to have a value or sell for \$10,000.00 or more.

Items for surplus:

06-00-18 2014 Chevrolet Caprice VIN #6G3NS5U21EL931222

Auction services are provided to the City by:

1. [www.ebay.com](http://www.ebay.com)
2. [www.govdeals.com](http://www.govdeals.com)
3. [www.pulicsurplus.com](http://www.pulicsurplus.com)

Staff recommends approval.

*Greg Wipfli*

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Greg Wipfli, Chief of Police



**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office: 405.739.1201  
[tlyon@midwestcityok.org](mailto:tlyon@midwestcityok.org)  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: Tim Lyon, City Manager

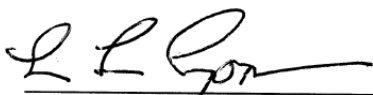
DATE: June 25, 2024

SUBJECT: Discussion, consideration, and possible action of declaring office supplies listed below as surplus and authorizing their disposal by public auction, sealed bid or other means as necessary.

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The following items are no longer needed and should be listed as surplus.

- One (1) black 4 drawer file cabinet
- One (1) end table
- One under the counter organizer
- Miscellaneous cords, magazine holders and bags

  
\_\_\_\_\_  
Tim Lyon, City Manager



DISCUSSION ITEMS





**Finance Director**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
TCromar@MidwestCityOK.org  
Office: 405-739-1245  
www.MidwestCityOK.org

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: June 25, 2024

SUBJECT: Discussion, consideration and possible action of approving a contract with Arledge & Associates, P.C. to perform the FY 2023-2024 audit of Midwest City's financial statements for the audit fee of \$52,400, Single Audit Fee of \$5,200 and major programs \$3,700 each.

Per Article IV, Sec. 7 of the City Charter, the council shall designate a qualified public accountant or accountants who shall make an independent annual audit. Based upon Arledge & Associates credentials and thoroughness witnessed last audit year, it would be prudent to contract with them to perform the Midwest City audit for Fiscal Year 2023-2024 with the financial statements audit fee of \$52,400, Single Audit \$5,200 and any major programs \$3,700 each.

Arledge's credentials and information can be found at [www.Arledge.CPA/team](http://www.Arledge.CPA/team). Jake Winkler, CPA/Partner and/or LaDonna Sinning, CPA, CFE/Partner, both would be overseeing the Midwest City audit.

Tiatia Cromar  
Finance Director  
Office: 405-739-1245  
TCromar@MidwestCityOK.org



## FY-2024 AUDIT ENGAGEMENT LETTER

May 29, 2024

To the Honorable Mayor and Members of the City Council

We are pleased to confirm our understanding of the services we are to provide for City of Midwest City, Oklahoma (the "City") for the year ended June 30, 2024.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules – General Fund, Police and Fire Funds
- 3) Other Post-Employment Benefits Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditor's report on the financial statements:

- 1) Combining Schedules
- 2) Schedule of Debt Coverage; and
- 3) Schedule of Expenditures of Federal Awards

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Statistical Tables



The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or



special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- 1) Management override of controls
- 2) Improper revenue recognition due to fraud

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards* and the Uniform Guidance.



## **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of our those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

## **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs, compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations,



contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on June 30, 2024.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Mayor and City Council of the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Arledge & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be





made available upon request and in a timely manner to oversight agent or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Arledge & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State Auditor and Inspector. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jake Winkler, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$52,400. Additionally, if a Single Audit is required under Uniform Guidance, an additional fee of \$5,200 will be charged for the first major program and \$3,700 for each additional program. This fixed price includes an electronic pdf copy of the report for distribution to your board members and others and 1 bound copy. Additional bound copies are available for \$.50 per page. This fee includes our miscellaneous charges, such as travel and meals. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Because our Engagement Letter provides ongoing access to the accounting and business advice you need on a fixed-price basis, you are not inhibited from seeking timely advice from us. While the fixed price entitles you to unlimited consultation with us, if your questions or issues require additional research and analysis beyond consultation, that work will be subject to an additional price negotiation before the service is to be performed, an Addendum to the Engagement Letter will be issued before delivery of the additional service is to be performed, with payment terms agreed to in advance. By virtue of signing this document, you have indicated that your reporting entity has been appropriately defined, all trial balances will be reasonably adjusted, your key accounts will be reconciled, unusual transactions, significant financial estimates and disclosures have been communicated to us prior to the date at the top of this letter. Also, you have indicated that the entity has competent personnel in key financial positions and there has been no turnover in the accounting/finance department. If we find that the facts are different for any of the preceding assumptions, we will negotiate an Addendum to the Engagement Letter and negotiate a new engagement fee before we issue our final report.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees, which will be charged at standard hourly rates. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

## **Reporting**

We will issue written reports upon completion of our audit of the City's financial statements and Single Audit. Our reports will be addressed to the Mayor and City Council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming



an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue reports, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

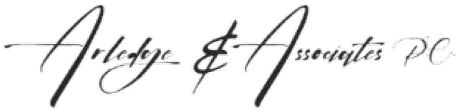
### **Cost of Consequential Damages**

Any liability of Arledge & Associates, P.C. and its personnel to the City is limited to the amount of the annual fee the City paid for this audit engagement as liquidated damages.

The City agrees that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if both Arledge & Associates, P.C. and the City agree to be bound. Arledge & Associates, P.C. and the City will share any cost of mediation equally.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Sincerely,



Arledge & Associates, P.C.

### **RESPONSE:**

This letter correctly sets forth the understanding of the City of Midwest City, Oklahoma.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_



**To:** Honorable Mayor and Council  
**From:** Matt Summers, Director of Planning & Zoning  
**Date:** June 25, 2024

**Subject:** (PC-2174) Public hearing, discussion, consideration, and possible action of approval of the Preliminary Plat of Dentistry by Design for the property described as a part of the North Half (N/2) of the Southwest Quarter (SW/4) of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian also addressed as 2500 S. Douglas Blvd., Midwest City, OK 73130.

**Executive Summary:** This item is a request to approve the Preliminary Plat of Dentistry by Design. This plat would subdivide the parcel into three (3) commercial lots.

The lot is currently vacant. If approved, all development standards and regulations for Community Commercial District (“C-3”) must be observed for the commercial tracts.

Sight-proof screening shall be required for all the adjacent properties zoned residential (5.2.4. *Sight-Proof Screening Requirements*) prior to any commercial, industrial, or office use of the property.

All the lots located in the proposed development will front onto Douglas Boulevard. However, the applicant proposes to construct one shared common drive that will intersect with Douglas Boulevard, reducing driveway curb cuts. The Applicant is advised that requirements for dead-end fire apparatus access roads shall be observed and determined at time of building permit. Staff recommends reaching out to the Fire Marshal’s Office prior to constructing the road and submitting building permit.

The Applicant plans to loop the waterline to the existing line to the south which will eliminate the dead-end line.

If Council approves this preliminary plat, the Applicant can begin construction of the required public improvements for the development. The Applicant must pull all necessary permits through Engineering and Construction Services and any required through the State.

Both state and local public notice requirements were met.

At the time of this writing, staff has received one (1) phone call from a surrounding property owner regarding tree preservation.



The preliminary plat satisfies the City's Subdivision and Zoning Regulations, and staff has no concerns regarding the submittal.

Staff recommends approval of this item.

The Planning Commission recommended unanimous approval of this item subject to staff's comments and Johnson & Associates submitting an updated preliminary plat meeting the City's regulations.

Action is at the discretion of the Council.

**Dates of Hearing:**

Planning Commission- June 4, 2024

City Council- June 25, 2024

**Dates of Pre-Development Meetings:** April 2, 2024 & May 9, 2024

**Council Ward:** Ward 2, Pat Byrne

**Owner:** 2500 Douglas Development, LLC

**Consultant:** Johnson & Associates

**Proposed Use:** Commercial use

**Size:** The subject property contains an area of 9.99 acres, more or less.

**Development Proposed by Comprehensive Plan:**

Area of Request- High Density Residential

North- Commercial; High Density Residential; Single-Family Detached Residential

South- Office Retail; Parks/Open Space

East- Single-Family Detached Residential

West- Commercial

**Zoning Districts:**

Area of Request- Restricted Commercial District ("C-3"); High Density Residential District ("R-HD")

North- Simplified Planned Unit Development ("SPUD") governed by Community Commercial District ("C-3");

Planned Unit Development ("PUD") governed by High Density Residential District ("R-HD")

South- Restricted Commercial District ("C-1"); Planned Unit Development ("PUD") governed by High Density Residential District ("R-HD")

East- Single-Family Detached Residential District ("R-6")

West- General Commercial District ("C-4")

**Land Use:**

Area of Request- Residential Tract – Vacant; Commercial Tract – Two multi-suite buildings

North- Top Tier Tactical; Concord Apartments; The Orchard Addition

South- Sonic; Vacant land

East- The Orchard Addition

West- Auto Repair; Psycho Taco

**Municipal Code Citation:**

Sec. 38-18 – Preliminary plat.



*Sec. 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 this Subdivision Ordinance.

*Sec. 38-16.6. Criteria for preliminary plat approval.*

The following criteria shall be used to determine whether the preliminary plat application shall be approved, approved with conditions, or denied:

(a) *Approval criteria.*

- (1) The preliminary plat is consistent with all zoning requirements for the property, including any applicable planned unit development (PUD) zoning standards;
- (2) The proposed provision and configuration of public improvements including, but not limited to, roads, water, wastewater, storm drainage, park facilities, open spaces, habitat restoration, easements and right-of-way are adequate to serve the development, meet applicable standards of this Subdivision Ordinance, and conform to the city's adopted master plans for those facilities;
- (3) The preliminary plat has been duly reviewed by applicable city staff;
- (4) The preliminary plat conforms to design requirements and construction standards as set forth in the Engineering Standards Manual and construction details;
- (5) The preliminary plat is consistent with the adopted comprehensive plan; and
- (6) The proposed development represented on the preliminary plat does not endanger public health, safety or welfare.

*Sec. 38-18.7. Effect of preliminary plat approval.*

- (a) *Continuation of the development process.* The approval of a preliminary plat by the city council shall allow the applicant to proceed with the development and platting process by submitting construction plans and a final plat.
- (b) *General approval of layout only.* Approval of the preliminary plat shall be deemed general approval of the subdivision's layout only, and shall not constitute approval or acceptance of construction plans or a final plat.

**History:**

1. The property is unplatted.
2. The west 200 feet of the parcel was rezoned to C-3, Community Commercial in 1987 (PC-990).
3. In May 2018, Council approved the C-3, Community Commercial zoning extension of 150' to the east (PC-1947).
4. A preliminary plat for the area of request was approved in February 2020 (PC-2039).
5. In July 2020, Council approved the remaining portion of property zoned Single-Family Detached Residential to R-HD, High Density Residential (PC-2045).
6. In October 2022, Council approved to rezone portion of property to C-3, Community Commercial (PC-2131).
7. The Applicant requested to table this item at the May 7, 2024, Planning Commission meeting.
8. The Planning Commission recommended unanimous approval of this item at the June 4, 2024, Planning Commission meeting.

**Next Steps:**

If Council approves this preliminary plat, the Applicant can begin construction of required public improvements for the development. The Applicant must pull all necessary permits through Engineering and Construction Services and any required through the State.

The final plat can be applied for after all requirements for the preliminary plat have been satisfied and approved by City staff. A pre-application meeting is required before submittal.

**Preliminary Plat Expiration:**

*Sec. 38-18.8. Preliminary plat expiration.*

- (a) *Two-year validity.*
  - (1) The approval of a preliminary plat shall remain in effect for a period of two (2) years following the date of approval, during which period the applicant shall submit and receive approval for construction plans and a final plat for the land area shown on the preliminary plat.
  - (2) If construction plans and a final plat application have not been approved within the two-year period, the preliminary plat shall expire.
- (b) *Phased developments—Partial construction plans and final plat.* If construction plans and a final plat for only a portion of the land area shown on the preliminary plat are approved by the end of the two-year period, then the preliminary plat for the remainder of the land not included on the construction plans or final plat shall expire on such date.
- (c) *Relationship to construction plans.* A preliminary plat shall remain valid for two (2) years or the period of time in which approved construction plans are valid, whichever is greater.
- (d) *Action on final plat.* Should a final plat application be submitted within the two-year period, but not be acted upon by the city council within the two-year period, the preliminary plat shall expire unless an extension is granted as provided in section 38-18.9., Preliminary plat extension.
- (e) *Void if not extended.* If the preliminary plat is not extended as provided in section 38-18.9., Preliminary plat extension, it shall expire and shall become null and void.

***\* If approved, Dentistry by Design Preliminary Plat expires June 25, 2026, if the required criteria are not met or an extension has not been granted.***

**Staff Comments-**

**Engineering Staff Code Citations and Comments:**

Note: This application is for the preliminary plat of the Dentistry by Design Addition located at 2500 South Douglas Boulevard.

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 Supply and Distribution**

There is a public water main bordering the proposed parcel, a twelve (12) inch line running along the west side of Douglas Boulevard.

The applicant is proposing a public water main extension throughout the development serving all of the proposed lots. The proposed line will extend along a shared common drive east and then south terminating to allow a future connection to the water line located on the adjacent private road, S.E. 25th Street.

At this time the application does not reflect this future connection. It will have to be made prior to acceptance of the final plat.

Connection to the public water supply system for domestic service is a building permit requirement per Municipal Code 43-32 for all new buildings.

### **Sanitary Sewerage Collection and Disposal Streets and Sidewalks**

There are public sewer mains servicing the proposed parcel, an eight (8) inch line running along the south side of the property and a ten (10) in line crossing the eastern part of the parcel.

The applicant is proposing a public sewer main extension through the development serving all of the proposed lots. The proposed eight (8) inch public sanitary sewer line will extend to the existing ten (10) inch line crossing the eastern part of the parcel. The lines will be within dedicated utility easements reflected on the final plat.

Connection to the public sewer system for domestic service is a building permit requirement per Municipal Code 43-109 for all new buildings.

### **Drainage and Flood Control, Wetlands, and Sediment Control**

The area of request sheet flows to Soldier Creek that crosses through the eastern part of the parcel.

Soldier Creek is a declared Special Flood Hazard Area on Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 18th, 2009. Soldier Creek is classified as Zone AE on the Flood Insurance Rate Map (FIRM), it reflects Floodway Area and 100 year Floodplain with designated Base Flood Elevations on the site. The applicant proposes to place an easement over the entirety of the Flood Plain Area to prevent any development on this part of the property.

The applicant has proposed to construct a common detention pond to collect most of the onsite runoff. The detention pond outlet will discharge into the Soldier Creek drainage area. The proposed detention pond will create a net decrease in the flow rate of the water flowing to the Soldier Creek drainage area.

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." 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.

### **Streets and Sidewalks**

Access to the parcel is from Douglas Boulevard.

All of the lots located in the proposed development will front onto Douglas Boulevard. However, the applicant proposes to construct one shared common drive that will outlet to Douglas Boulevard, reducing driveway curb cuts.

There is an existing sidewalk along the frontage of Douglas Boulevard.

There is a trail easement requirement as shown in the Trail Master Plan. The applicant does show an easement dedication on the plat for the future trail extension.

**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.

**Engineering Photos**



Northeast towards Soldier Creek



Southeast towards Soldier Creek



Southwest towards Douglas



North towards Douglas

**Fire Marshal's Comments:**

**The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.**

**Key boxes**

- *Section 506.1 Where Required:* Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or firefighting purposes, the fire code official is authorized to require a key box to be installed in an approved type listed in accordance with UL 1037, and shall contain keys to gain necessary access as required by the fire code official. (This applies for gates entries for communities, community / share space buildings, and all commercial properties.)

**Fire Apparatus Access Roads**

- *Section 503.1.1 Buildings and facilities:* Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
- *Sections 503.2.1 Dimensions:* Fire Apparatus access roads shall have an unobstructed width of not less than 20 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches.
- *Sections 503.3 Marking:* Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING-FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.
- *Section D 103.4 Dead Ends:* Dead-end fire apparatus access roads in excess of 150 feet shall be provided with width and turnaround provisions in accordance with Table D103.4

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**Table D103.4**  
**Requirements for Dead-End Fire Apparatus Access Roads**

Length (feet)	Width (feet)	Turnarounds Required
0-150	20	None required
151-500	20	120-foot hammerhead, 60-foot "Y", or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501-750	26	120-foot hammerhead, 60-foot "Y", or 96-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750	Special approval required	

- *D103.6 Signs:* Where required by the fire code official, fire apparatus access roads shall be marked with permanent NO PARKING-FIRE LANE signs complying with Figure D103.6. Signs shall have a minimum dimension of 12 inches wide by 18 inches high and have red letters on a white reflective background. Signs shall be posted on both sides of the fire apparatus road as required by Sections D103.6.1 or D103.6.2

**Public Works' Comments:**

Line Maintenance

*Water*

- Any required water main extension shall be a designed looped system to eliminate dead ends.
- Fire hydrant locations shall be installed per Midwest City Municipal Code Section 15-22. Clearance around fire hydrants shall be installed per Midwest City Municipal Code Sections 15-20 and 43-54 (b).
- Water main extension plans shall be approved by Oklahoma Department of Environmental Quality and the City of Midwest City prior to Line Maintenance approval of building permit(s).
- Water meter(s) shall be installed in "green belt" per Midwest City Municipal Code Section 43-54.

*Sanitary Sewer*

- Sewer main extension/relocation plans shall be approved by Oklahoma Department of Environmental Quality and the City of Midwest City prior to Line Maintenance approval of building permit(s).

**Planning Division:**

Staff met with the Applicant's consultant April 2, 2024, and May 9, 2024.

The lot is currently vacant. If approved, all development standards and regulations for Community Commercial District ("C-3") must be observed for the commercial tracts.

Sight-proof screening shall be required for all the adjacent properties zoned residential (5.2.4. *Sight-Proof Screening Requirements*) prior to any commercial, industrial, or office use of the property.

If Council approves this preliminary plat, the Applicant can begin construction of required public improvements for the development. The Applicant must pull all necessary permits through Engineering and Construction Services and any required through the State.

The preliminary plat satisfies the City's Subdivision and Zoning Regulations, and staff has no concerns regarding the submittal.

Staff recommends approval of this item due to the above analysis from Planning & Zoning, Engineering & Construction Services, Fire Marshal's Office, and Public Works.

Action is at the discretion of the Council.

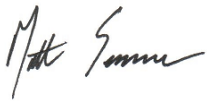
**Action Required:**

Approve or reject the Preliminary Plat of Dentistry by Design subject to the staff comments as found in the June 4, 2024, agenda packet and made a part of PC-2174 file.

**Suggested Motion:**

*“To approve the Preliminary Plat for Dentistry by Design for the property noted herein, subject to Staff Comments found in the June 25, 2024, Council agenda packet and made a part of the PC-2174 file.”*

Please feel free to contact the Current Planning Manager's office at (405) 739-1223 with any questions.



Matt Summers

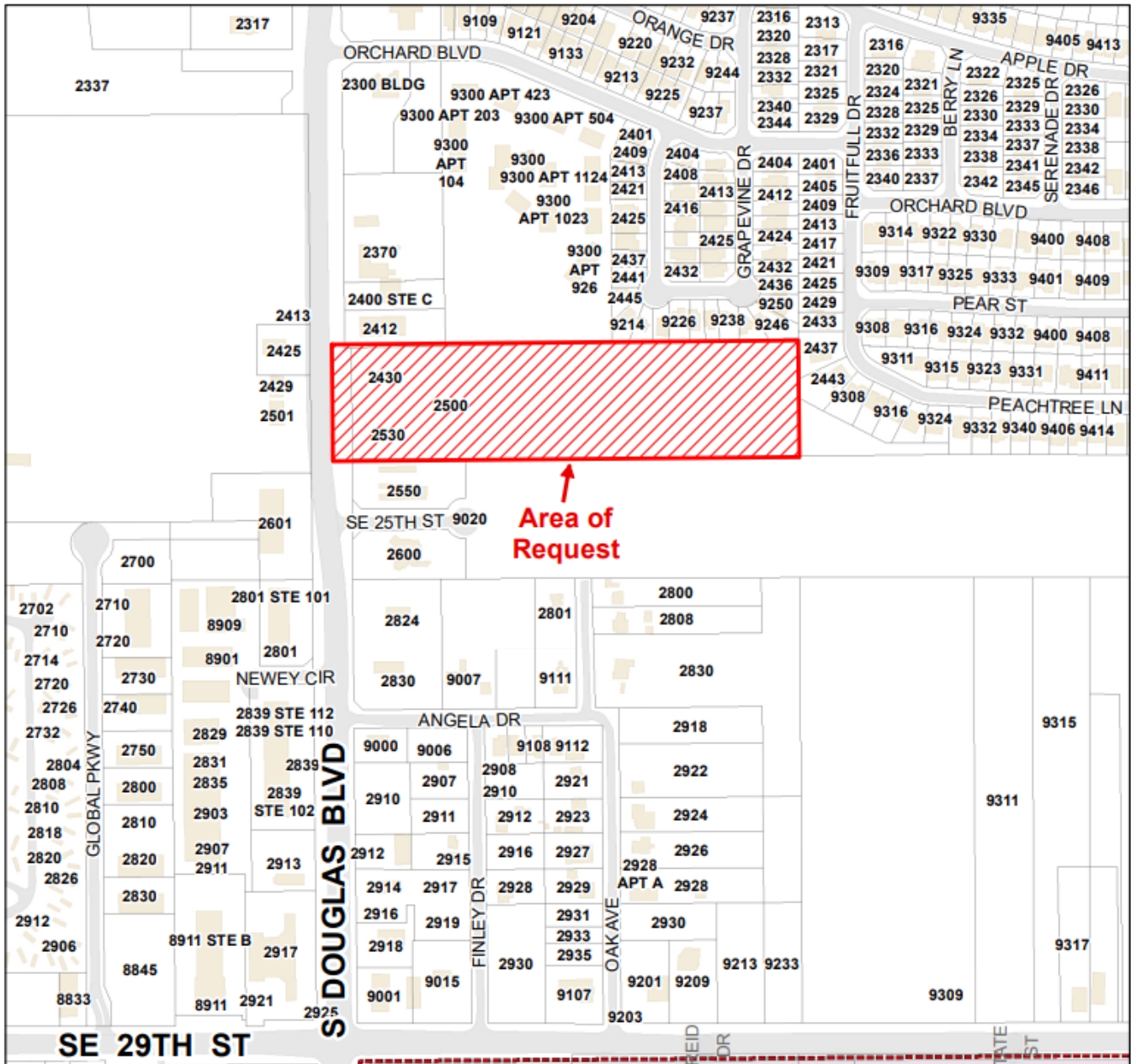
Director of Planning & Zoning

ER

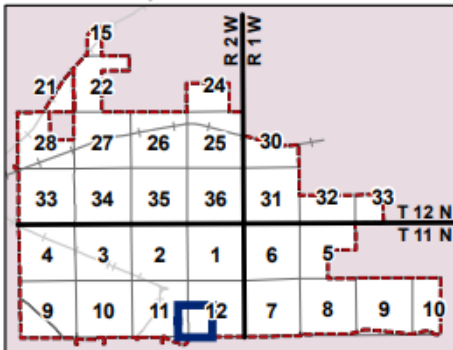











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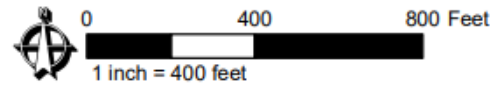
Locator Map



**General Map Legend**

-  Area of Request
-  Parcels with Addresses
-  Buildings
-  Edge of Pavement
-  MWC City Limits
- Railroads**
-  Active
-  Inactive / Closed

**GENERAL MAP FOR  
PC-2174  
(SW/4, Sec 12, T11N, R2W)**

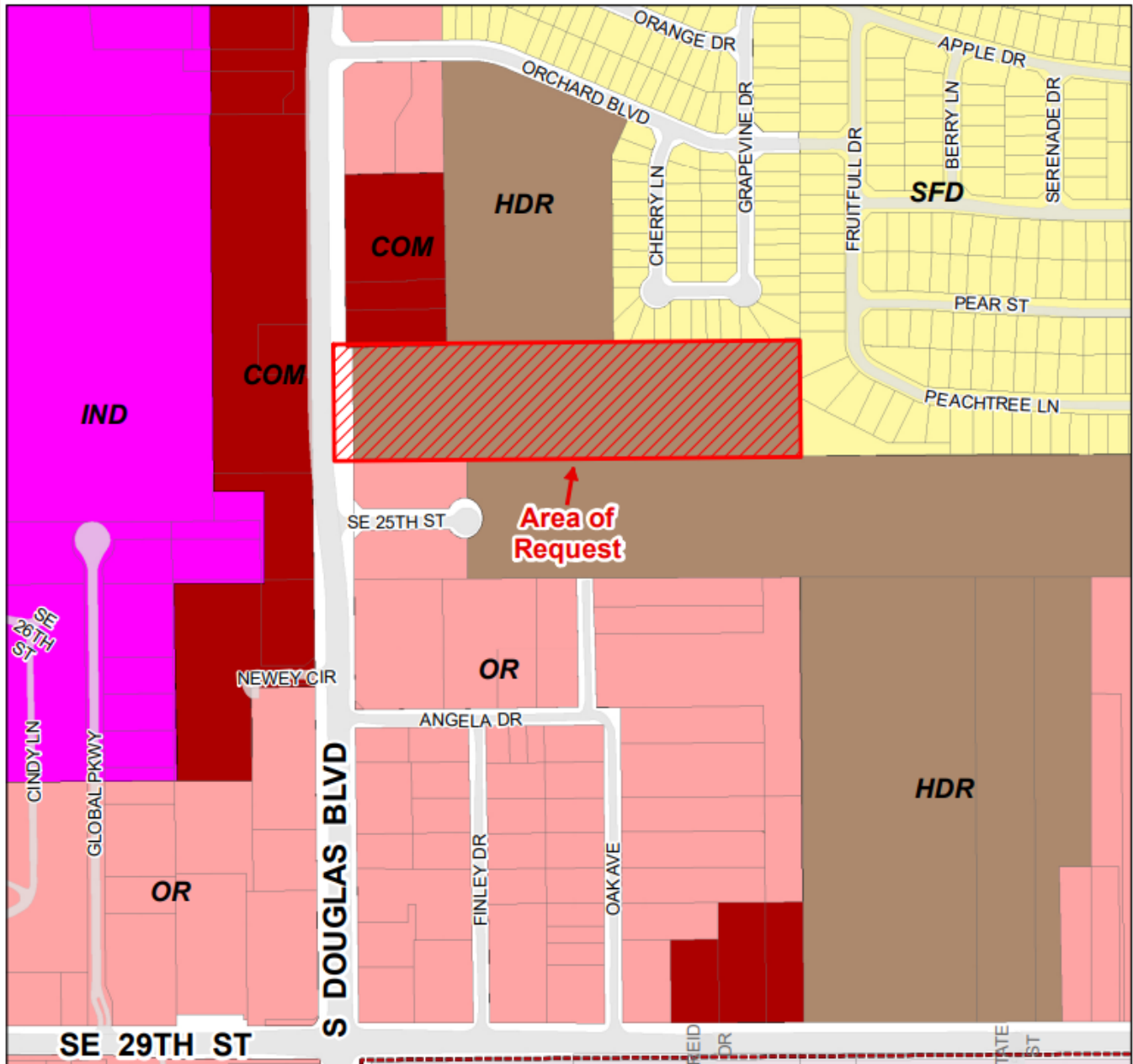


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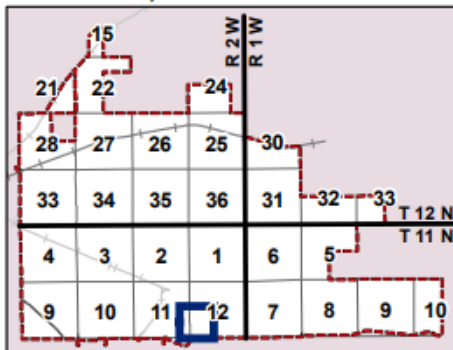




GIS- Information Technology/ Community Development



Locator Map

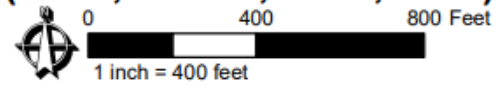


Future Land Use Legend

- Single-Family Detached Residential
- Medium Density Residential
- High Density Residential
- Manufactured Home
- Public/Semi-Public
- Parks/Open Space
- Office/Retail
- Commercial
- Industrial
- Town Center

FUTURE LAND USE

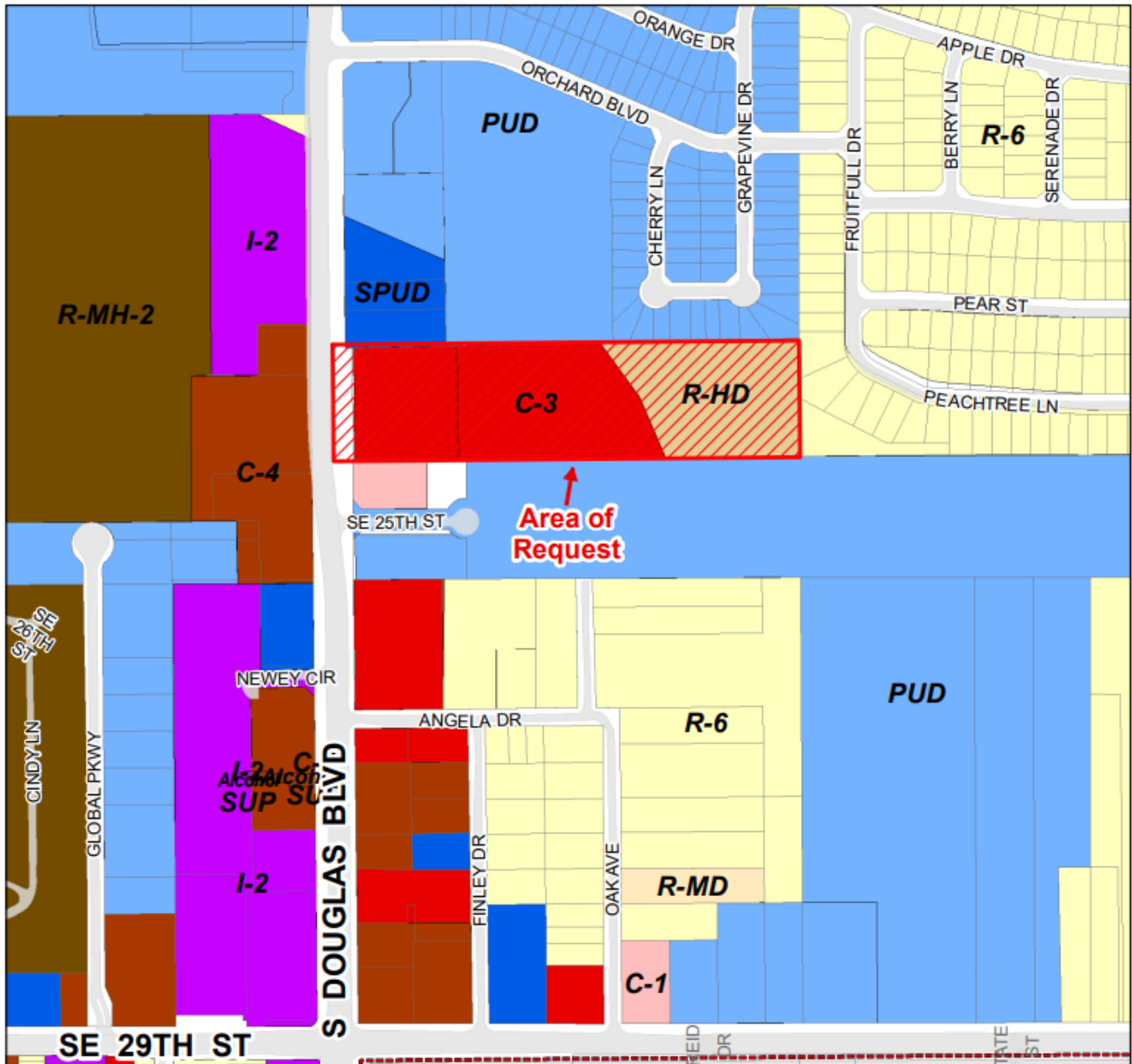
MAP FOR  
PC-2174  
(SW/4, Sec 12, T11N, R2W)



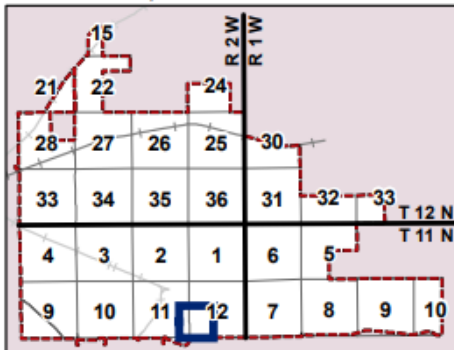
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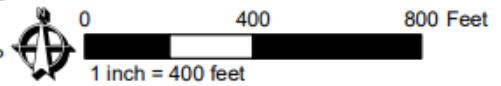
Locator Map



Current Zoning Legend

A-1	I-2 SUP	R-35
A-1 SUP	I-3	R-2F
C-1	O-1	R-MD
C-1 SUP	O-1 SUP	R-MD SUP
C-2	O-2	R-HD
C-3	O-2 SUP	R-HD SUP
C-3 SUP	R-6	R-MH-1
C-4	R-6 SUP	R-MH-2
C-4 SUP	R-8	PUD
I-1	R-10	SPUD
I-2	R-22	HOS
		HOS SUP

**ZONING MAP FOR  
PC-2174  
(SW/4, Sec 12, T11N, R2W)**

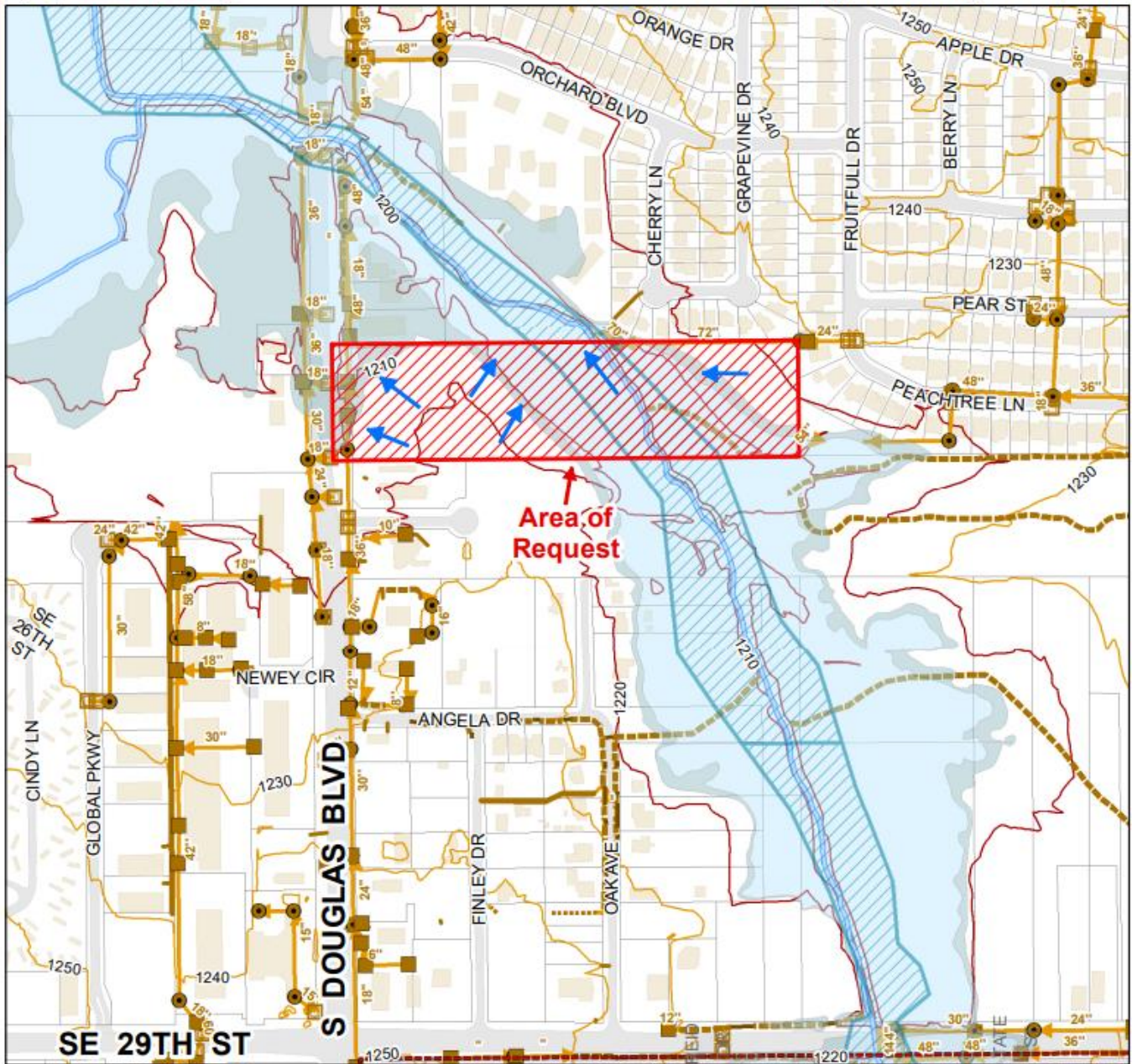


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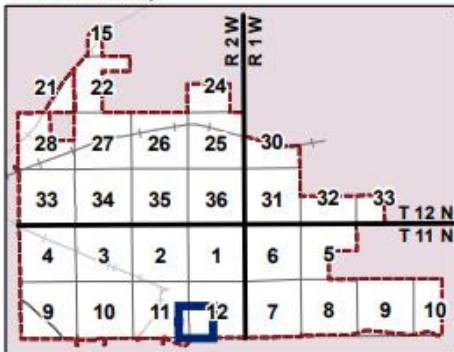




GIS- Information Technology/ Community Development



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

**DRAINAGE LOCATION MAP FOR PC-2174 (SW/4, Sec 12, T11N, R2W)**

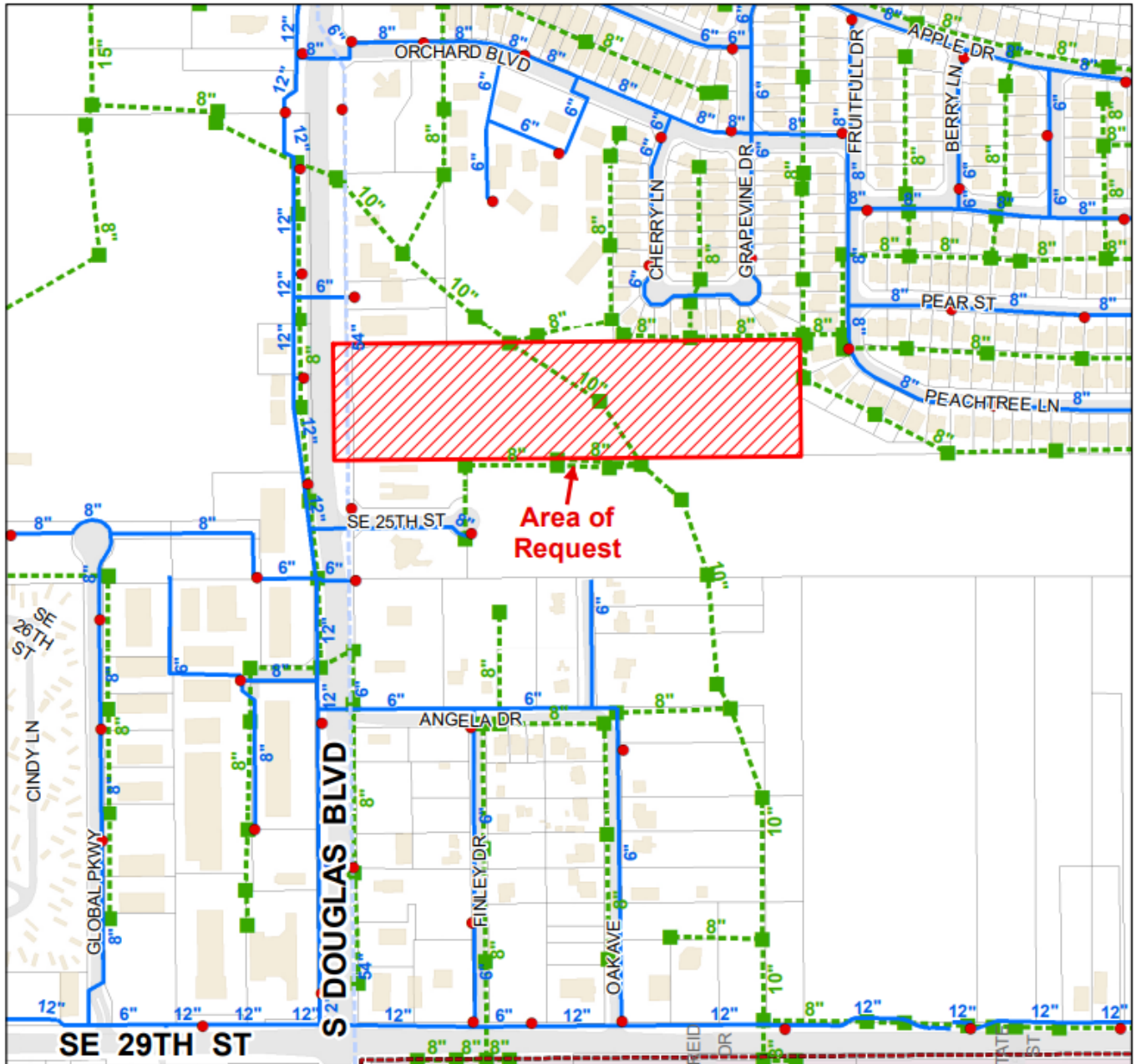
0 400 800 Feet

1 inch = 400 feet

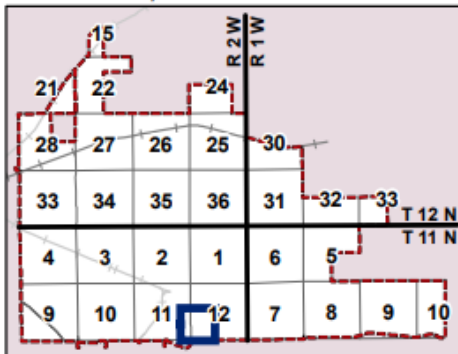
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GIS- Information Technology/ Community Development



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-2174  
(SW/4, Sec 12, T11N, R2W)**

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# PRELIMINARY PLAT

PRELIMINARY PLAT

## of DENTISTRY BY DESIGN

BEING A PART OF THE SW/4, SEC. 12, T11N, R2W, I.M.  
AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

- NOTES:**
- All measurements with respect to right-of-way and related boundaries shall be in English system, shall be determined by the Property Owners Association under DENTISTRY BY DESIGN.
  - Maintenance of all common areas and private drainage easements within DENTISTRY BY DESIGN shall be the responsibility of the Property Owners Association. No collection, storage of water, parking, RV, or other structures, including trees, shall be permitted on the common areas intended for the use of convenience of storm water and/or drainage easements above. Other easements, such as, but not limited to, water, telephone, power, and gas, shall be permitted if installed in a manner to meet the requirements specified above.

**LEGAL DESCRIPTION**

A tract of land being a part of the Southeast Quarter (SE/4) of Section Twelve (12), Township Eleven North, Range Two West of the Indian Meridian, Oklahoma County, Oklahoma, being all of the tract of land as described in the Special Warranty Deed recorded in Book 15251 Page 1752, being more particularly described as follows:

COMMENCEING at the Northwest (NW) corner of said SW/4, THENCE South 00°21'12" East, along and with the West line of said SW/4, a distance of 855.86 feet to the extended South line of the Plat THE ORCHARD ADDITION, Book 64, Page 38, and the POINT OF BEGINNING;

THENCE North 84°27'48" East, along and with said extended South line, a distance of 1,525.86 feet to the West line of the Plat THE ORCHARD 2<sup>ND</sup> ADDITION PHASE II (PHASE II), Book 64, Page 38;

THENCE South 00°21'12" East, along and with said West line, a distance of 855.86 feet to the Southwest (SW) corner of said PHASE II;

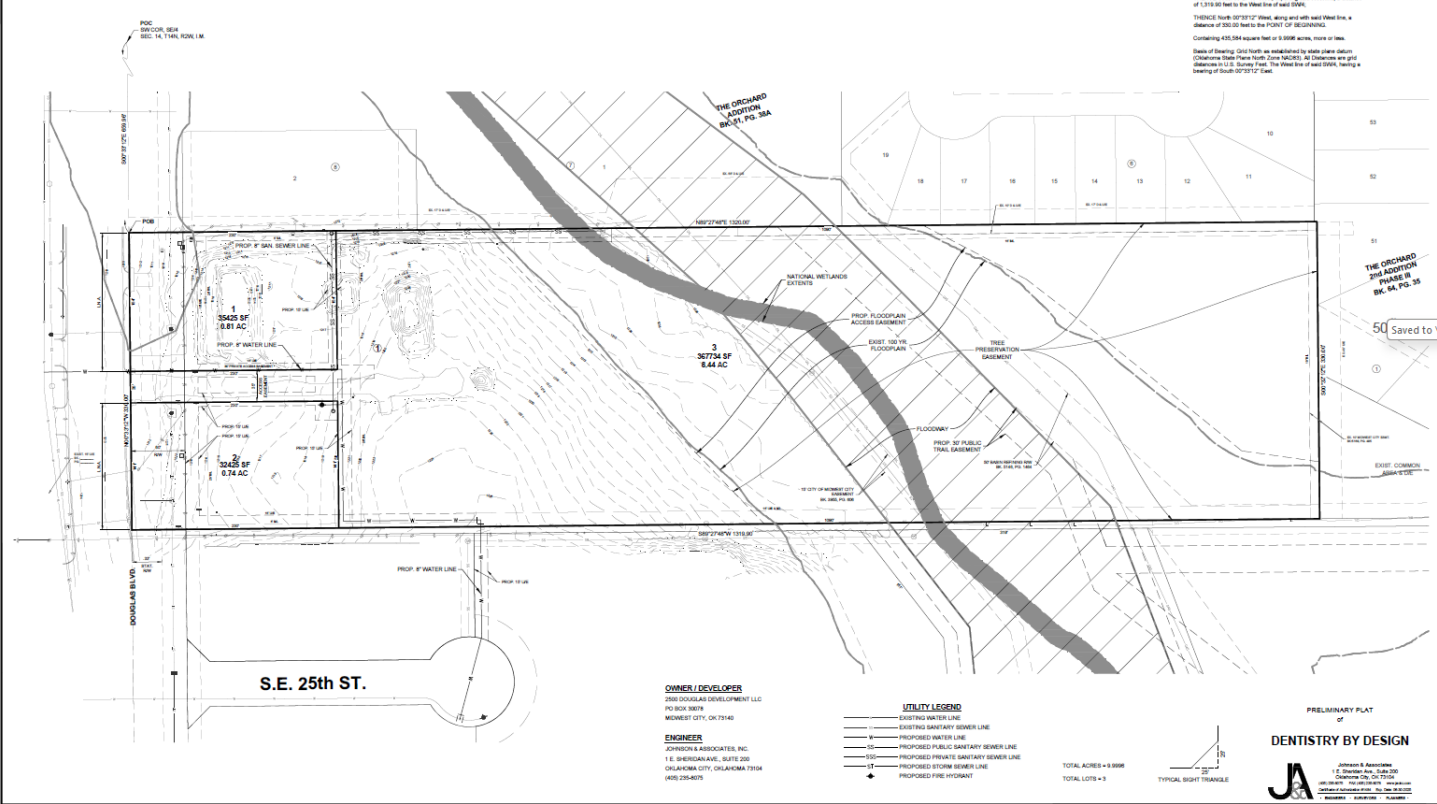
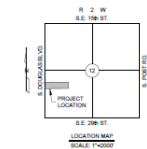
THENCE South 89°27'48" West, adjoining said West line, a distance of 1,175.86 feet to the West line of said SW/4;

THENCE North 00°21'12" West, along and with said West line, a distance of 855.86 feet to the POINT OF BEGINNING.

Containing 435.584 square feet or 0.9996 acre, more or less.

State of Beinging (S) North as established by state plane datum (Oklahoma State Plane North Zone NAD83); All distances are given distances in U.S. Survey Feet. The West line of said SW/4, having a bearing of South 00°21'12" East.

- LEGEND:**
- POC = POINT OF COMMENCEMENT
  - POB = POINT OF BEGINNING
  - ROW = RIGHT OF WAY
  - USA = LIMITS OF US ACCESS
  - CA = CONCERN AREA
  - BL = BUILDING LIMIT LINE
  - UE = UTILITY EASEMENT
  - DE = DRAINAGE EASEMENT



**OWNER / DEVELOPER**  
2800 DOUGLASS DEVELOPMENT LLC  
PO BOX 30678  
MIDWEST CITY, OK 73140

**ENGINEER**  
JORDHON & ASSOCIATES, INC.  
1 E. BERNARD AVE., SUITE 200  
OKLAHOMA CITY, OKLAHOMA 73104  
(405) 234-4070

- UTILITY LEGEND**
- EXISTING WATER LINE
  - EXISTING SANITARY SEWER LINE
  - - - PROPOSED WATER LINE
  - - - PROPOSED PUBLIC SANITARY SEWER LINE
  - - - PROPOSED PRIVATE SANITARY SEWER LINE
  - - - PROPOSED STORM SEWER LINE
  - PROPOSED FIRE HYDRANT

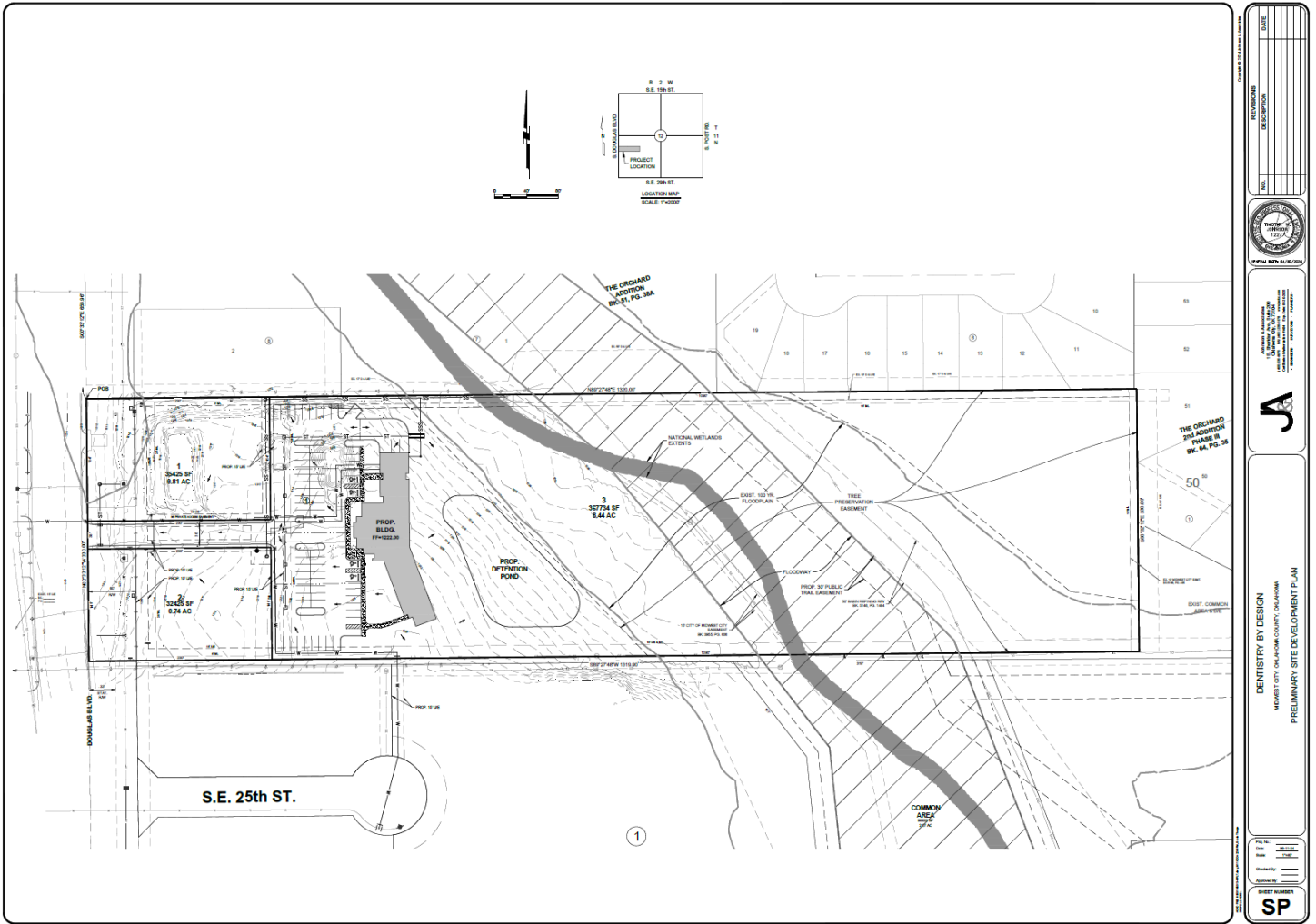
TOTAL ACRES = 0.9996  
TOTAL LOTS = 3



PRELIMINARY PLAT  
of  
**DENTISTRY BY DESIGN**

**JA**  
JORDHON & ASSOCIATES  
1 E. BERNARD AVE., SUITE 200  
OKLAHOMA CITY, OK 73104  
(405) 234-4070  
www.jordhon.com

# PRELIMINARY SITE DEVELOPMENT PLAN



DATE	
DESIGNER	
SCALE	
NO.	
PROJECT	
DESCRIPTION	

Professional Engineer Seal: JERRY L. JENSEN, PE, No. 12345, State of Oklahoma, Exp. 12/31/2025

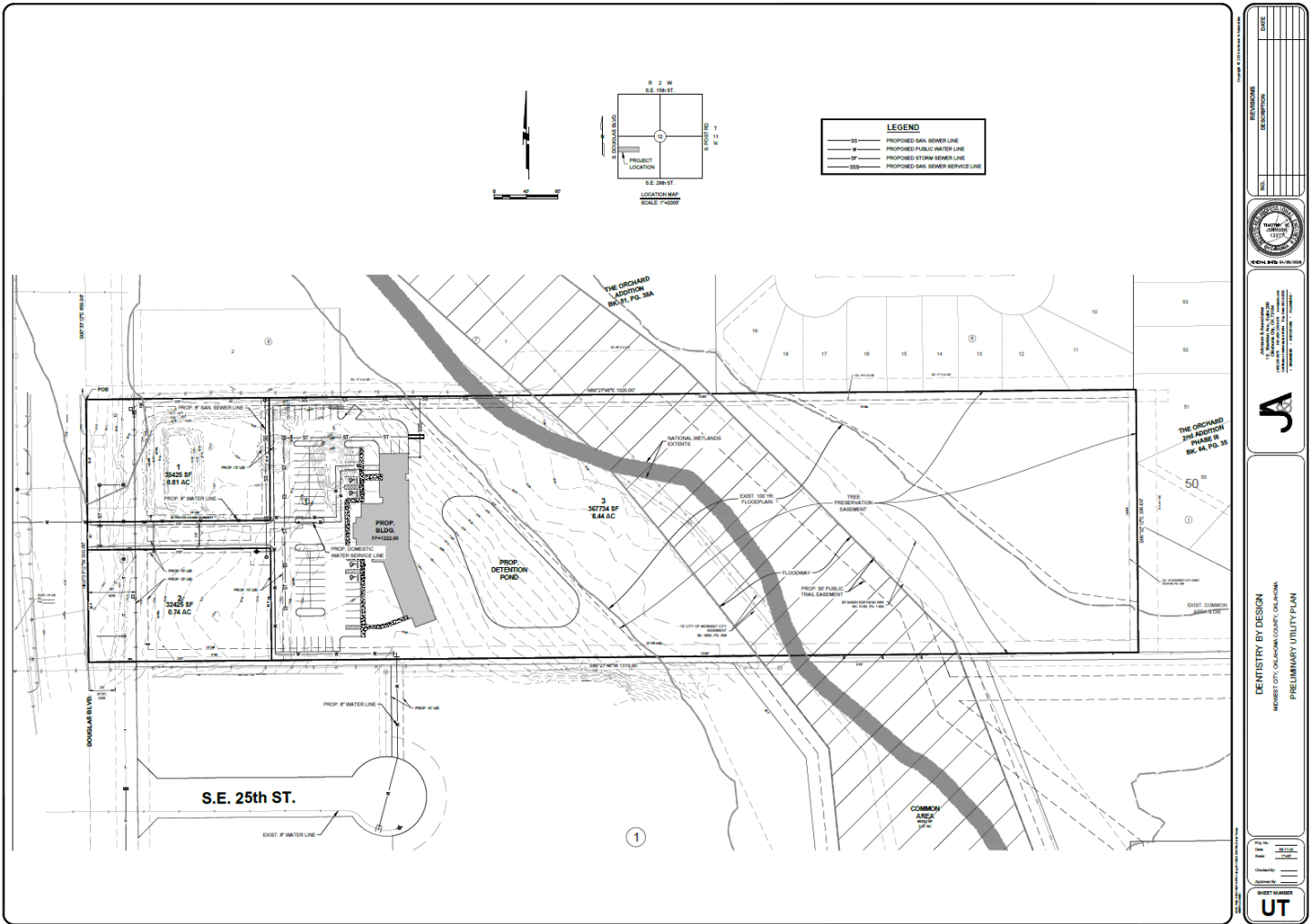
**J**

DESIGNED BY DESIGN  
MAYHEW CITY, OKLAHOMA COUNTY, OKLAHOMA  
PRELIMINARY SITE DEVELOPMENT PLAN

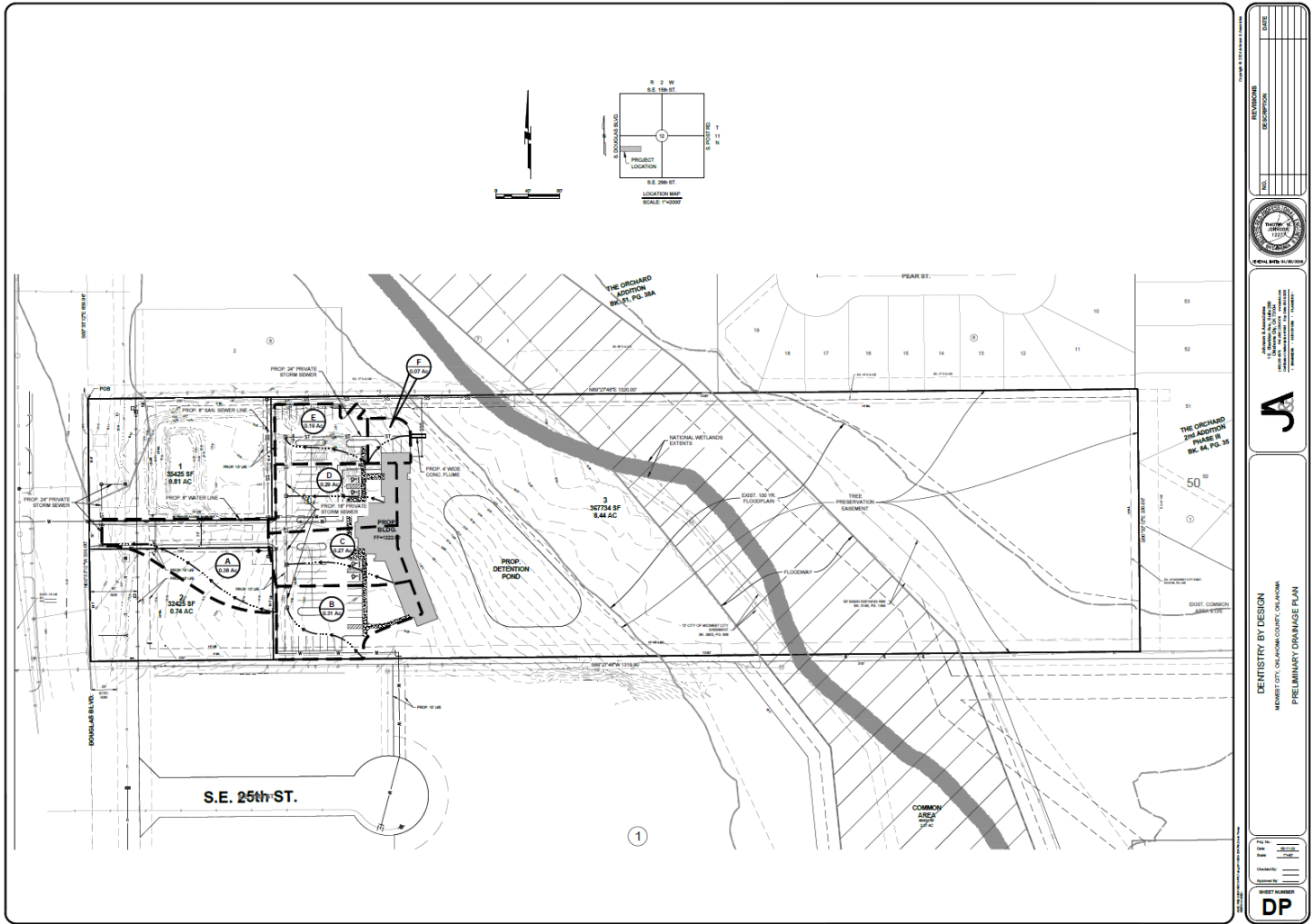
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**SP**

# PRELIMINARY UTILITIES PLAN

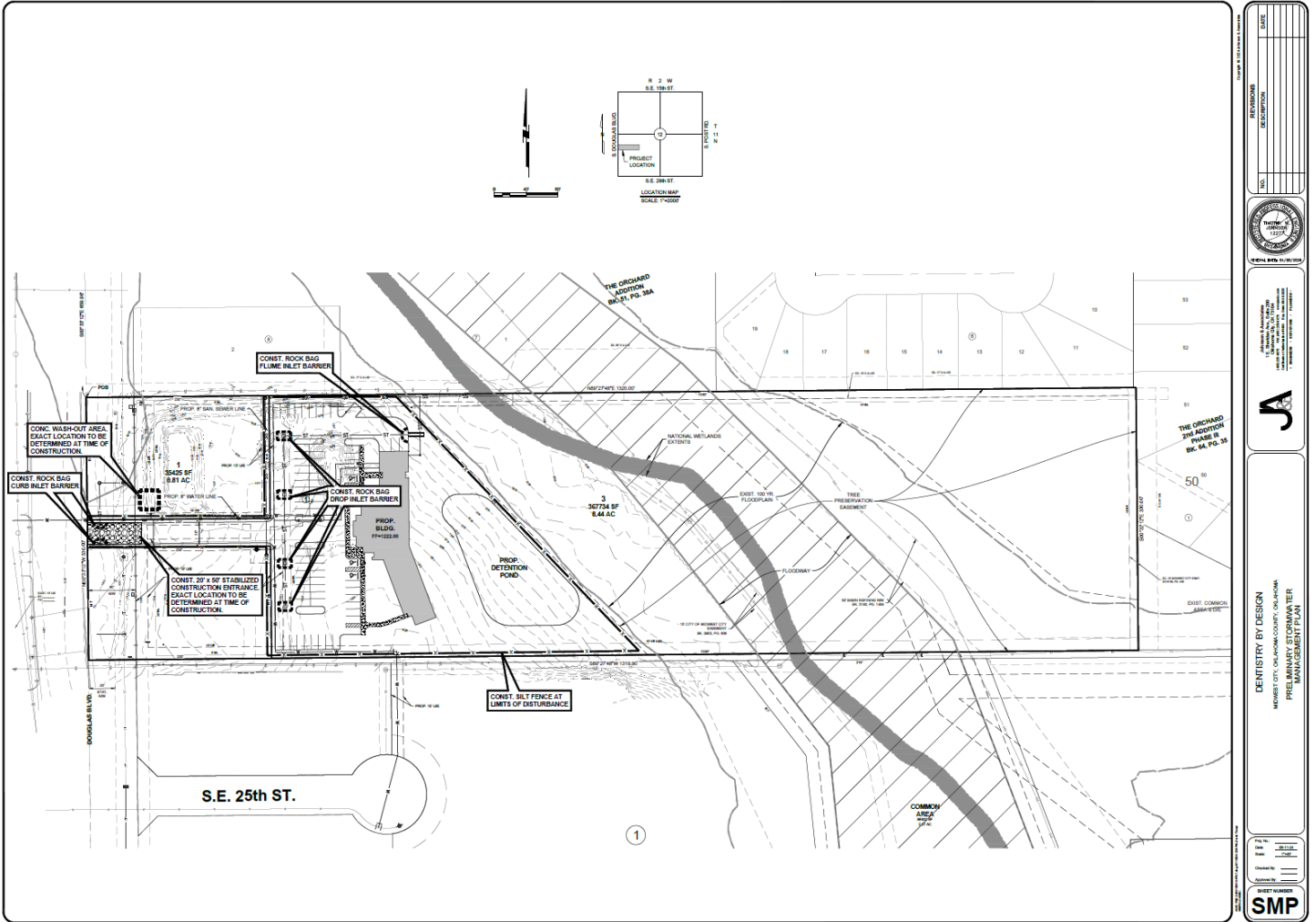


# PRELIMINARY DRAINAGE PLAN





# PRELIMINARY STORMWATER MANAGEMENT PLAN



**To:** Honorable Mayor and Council  
**From:** Matt Summers, Director of Planning & Zoning  
**Date:** June 25, 2024

**Subject:** (PC-2177) Public hearing, discussion, consideration, and possible action approving a Resolution amending the Comprehensive Plan from Single-Family Detached Land Use to Medium Density Land Use and; an Ordinance to redistrict from Single-Family Detached Residential District (“R-6”) to Medium Density Residential Land use (“R-MD”), for the property described as a part of the Southwest Quarter (SW/4) of Section Thirty (30), Township Twelve (12) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 1205 Wilkinson Dr., Midwest City.

**Executive Summary:** The Applicant, Ms. Kim Lewis, is requesting to amend the Comprehensive Plan to Medium Density Land Use and rezone the property to Medium Density Residential District (“R-MD”).

The Applicant is proposing to remodel the existing structures into a total of three (3) dwelling units.

If the rezoning is approved, the maximum number of dwelling units permitted would be ten (10) if all the regulations of the R-MD district can be met.

Parking requirements will be dependent upon the number of bedrooms per dwelling unit. The Applicant plans to relocate parking to the back of the property. Staff is in favor of these plans as it eliminates the parking directly from the street and provides opportunity to redevelop the frontage.

Sight-proof screening is required between medium density residential districts and single-family residential districts.

The subject property is located in the eastside sewer moratorium area. The current buildings can remain on the existing on-site sewage treatment system as long as it functions in accordance with the requirements of ODEQ.

*Please note: Staff recommends the septic system be evaluated and approved for any additional dwelling units or change in use. The Applicant is advised to contact the Oklahoma Department of Environmental Quality (ODEQ) prior to applying for the appropriate City building permits.*

If the rezoning is approved, the Applicant can proceed with pulling all necessary building permits through the Engineering and Construction Services Department and all development regulations for the R-MD district shall be observed.

Both state and local notification requirements were met.



At the time of this writing, staff has received 2 phone calls of concern from surrounding property owners as well as a petition (attached to this report). It was determined by our GIS department that the petition meets the criteria as outlined in Section 7.2.3. (B)(1)(b). Therefore, the proposed zone change shall not become effective except by the favorable vote of three-fifths (3/5) of the members of the City Council. This means that in order for the zone change to be approved, an approving motion would require at least five (5) aye votes.

The Applicant was present and addressed the Planning Commission. Five (5) surrounding residents voiced opposition of the proposal. Concerns included: public sewer/on-site sewage treatment, lack of sidewalks, and perceived safety.

The Planning Commission recommended approval of this item with a 5-2 vote.

Action is at the discretion of the Council.

**Dates of Hearing:**

Planning Commission- June 4, 2024

City Council- June 25, 2024

**Date of Pre-Development Meeting:**

March 21, 2024

**Council Ward:** Ward 5, Sara Bana

**Owner:** Kim Lewis, Kingdom Builders Enterprises, Inc.

**Applicant:** Kim Lewis

**Proposed Use:** Duplexes or triplexes

**Size:** The subject property has a frontage of 83.5 feet on Wilkinson Dr., a depth of 273 feet, and contains an area of 0.51 acres, more or less.

**Development Proposed by Comprehensive Plan:**

Area of Request- Single-Family Detached Residential

North- Single-Family Detached Residential

South- Single-Family Detached Residential

East- Single-Family Detached Residential

West- Single-Family Detached Residential

**Zoning Districts:**

Area of Request- R-6, Single-Family Detached Residential District

North- R-6, Single-Family Detached Residential District

South- R-6, Single-Family Detached Residential District

East- R-6, Single-Family Detached Residential District

West- R-6, Single-Family Detached Residential District

**Land Use:**

Area of Request- Vacant church (previously True Disciples Baptist Church)

North- Single-family residence

South- Single-family residence

East- Single-family residence

West- Single-family residence

### **Comprehensive Plan Citation:**

The proposed rezoning of the property at 1205 Wilkinson Dr in Midwest City from Single Family Detached Residential to Medium Density Residential will increase the housing diversity within the city limits and offer residents more options to select from to satisfy different preferences and lifestyles. The development will be attractive to residents who prefer to spend less time and resources on maintaining their homes and provide more economic opportunities and tax revenue by increasing the number of households per acre.

The comprehensive plan encourages higher density and mixed uses along major thoroughfares where multimodal travel is available providing alternative options for non-drives. There may be some concern that higher-density development may cause traffic congestion and parking issues on Wilkinson Drive. It seems unlikely that the proposed development would dramatically change the traffic patterns or cause congestion. It is important to ensure a harmonious transition from the NE 10<sup>th</sup> Street corridor toward the heart of surrounding neighborhoods.

Medium Density Residential (MDR) uses on the subject property would not enhance the site and surrounding area, but due to the subject property's size it is unlikely to adversely impact surrounding neighborhoods. MDR uses at this location would not present a significant benefit to the public health, safety, and welfare of the community. The proposed development is not supported by the Comprehensive Plan, but staff finds that the potential adverse impacts of changing the future land use from Single-Family Detached Residential to Medium Density Residential can be mitigated through landscaping/screening and relocation of the off-street parking on the subject property.

### **Municipal Code Citation:**

2.9. – R-MD, Medium Density Residential District

2.9.1. *General Description.* This is a residential district to provide for medium density housing ranging from ten (10) to twenty (20) dwelling units per gross acre. The principal use of land is for townhouses and low-rise multifamily dwellings.

Related recreational, religious, and educational uses normally located to service residential areas are also permitted to provide the basic elements of convenient, balanced, and attractive living areas.

2.9.2. *District Use Regulations.* Property and buildings in the R-MD, Medium Density Residential District shall be used only for the purposes listed within Table 4.9-1: Use Chart (Page 75).

2.9.3. *Development Regulations.* Property and buildings shall conform to the related standards listed within Table 3.2-1: Residential Area Regulations and Standards Chart (Page 47) and Section 5 Supplemental Regulations (Page 81).

(A) *Off-street parking, loading and access.* All uses shall contain adequate space on private property to provide for parking, loading, and maneuvering of vehicles in accordance with regulations established in 5.3 Parking and Loading (Page 91) of which Table 5.3-2: Specific Parking Requirements (Page 98) is included.

(B) *Site plan.* A site plan shall be prepared in accordance with 7.5 Site Plan (Page 183) for any 4.2.3. Townhouse (Single-Family Attached) (Page 50), 4.2.4. Multifamily Residential (Page 50), or 4.2.8. Group Residential (Page 51) type use.

### **History:**

1. This property has been zoned Single-Family Detached Residential since the adoption of the 1985 zoning code.

2. The property is unplatted.
3. True Disciples Baptist Church was issued its Certificate of Occupancy in September of 1994.
4. City sanitation service has been inactive since 2013.
5. The area is within the sewer moratorium effective August of 2023 (Resolution No. 2023-25).
6. Planning Commission recommended approval of this item (5-2) at the June 4, 2024 Planning Commission meeting.

**Next Steps:**

If Council approves this rezone, the applicant can proceed with the application of any applicable building permits through the Engineering and Construction Services Department. But first, the applicant should contact the Oklahoma Department of Environmental Quality for evaluation of the existing private sewer system to determine if it will be sufficient for added density.

**Staff Comments-**

*There are numerous construction requirement references made in the Engineering, Fire Marshal, and Public Works portions of this report. The intent of the Municipal Code is to directly involve the applicant in continued community development activities such as extending public sewer and water and making street improvements, for examples. This is a rezoning application and the construction references are provided to make the applicant and subsequent developers of this property aware of their applicability as they relate to the future development or redevelopment of this property.*

**Engineering Staff Comments:**

**Note: No engineering improvements are required with this application.**

**Water Supply and Distribution**

There is no public water main bordering the proposed parcel along Wilkinson Drive. Any new building permit will require the usage of an individual well system on the property to provide water. Any commercially classified building may require extension of and connection to the City's public water system.

**Sanitary Sewerage Collection and Disposal**

There is a public sewer main bordering the proposed parcel, an eight (8) inch line running along the east side of Wilkinson Drive.

Note the area of request is located in the east side collection area currently under the sewer moratorium.

**Streets and Sidewalks**

Access to the parcel is from Wilkinson Drive using an existing drive. Wilkinson Drive is classified as a local road in the 2008 Comprehensive Plan. Public road and sidewalk improvements are not required as part of this application.

**Drainage and Flood Control, Wetlands, and Sediment Control**

The area of request is shown to be in an Area of Minimal Flood Hazard on Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 18th, 2009. Public drainage and detention improvements are not required as part of this application.

**Easements and Right-of-Way**

No further easements or right of way would be required with this application.

**Fire Marshal's Comments:**

The 2018 IFC defines a townhouse as a single-family dwelling unit constructed in a group of three or more attached units in which each unit extends from the foundation to roof and with open space on not less than two sides. The current proposed use for the property is for duplex/triplex housing.

- A 13D fire suppression system is required for townhouses (IFC Sec. 903.3.1.3). The intent of the 13D system is to provide an affordable sprinkler system option in homes while maintaining a high level of life safety.
- A 1-Hr Fire Separation is required for duplexes as stated in the IRC (International Residential Code). This requirement will be verified by the CBO if the applicant chooses to proceed with a duplex option as opposed to the triplex/townhome option. Furthermore, the 1-HR Fire Separation rating is permitted to be reduced to a ½-Hr separation rating if a 13D System is installed throughout.

**Lastly, the property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.**

**Public Works' Comments:**

Line Maintenance

*Water*

- Any required water main extension shall be a designed looped system to eliminate dead ends.
- Fire hydrant locations shall be installed per 15-22.
- Water main extension plans shall be approved by ODEQ and Midwest City prior to Line Maintenance approval of building permit(s).
- Water meter(s) shall be installed in "Green Belt" per 43-54

*Sewer*

- Sewer service is available, however, this property is within the current sewer moratorium area and connection to POTW to be decided at a later date. If approved all connections shall meet Midwest City Ordinance Chapter 43.

Sanitation

- Trash service to be determined by the Solid Waste Manager. If dumpster is required, the enclosure shall be required to be constructed to Midwest City Municipal Code (Ordinance No. 3427).

**Planning Division:**

Staff met with the applicant March 21, 2024 for a pre-development meeting.

The subject lot currently contains a vacant church and a vacant building behind the church. The Applicant intends to remodel the structures and convert them into a total of three (3) dwelling units. If the application is approved, the maximum number of dwelling units permitted on the subject property would be ten (10) if all requirements of the R-MD district can be met.

Parking requirements will be dependent upon the number of bedrooms per dwelling unit. The Applicant plans to relocate parking to the back of the property. Staff is in favor of these plans as it eliminates the parking directly from the street and provides opportunity to redevelop the frontage. However, staff notes it shall not be used for vehicle storage.

Sight-proof screening is required between the R-MD district and single-family residential districts. Screening shall be installed prior to Certificate(s) of Occupancy.

Development is subject to formal site plan review if/when plans are submitted with the permit application.

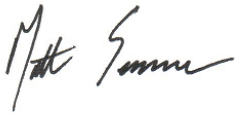
If approved, all development regulations for the R-MD district shall be observed.

Action is at the discretion of the Council.

**Action Required:**

Approve or reject the resolution amending the Comprehensive Plan from Single-Family Detached Residential Land Use to Medium Density Land Use; and to approve or reject the ordinance to redistrict from Single-Family Detached Residential District (“R-6”) to Medium Density Residential District (“R-MD”) for the property noted herein, subject to staff comments as found in the June 25, 2024 Council agenda packet and made part of the PC-2177 file.

Please feel free to contact the Current Planning Manager’s office at (405) 739-1223 with any questions.



Matt Summers

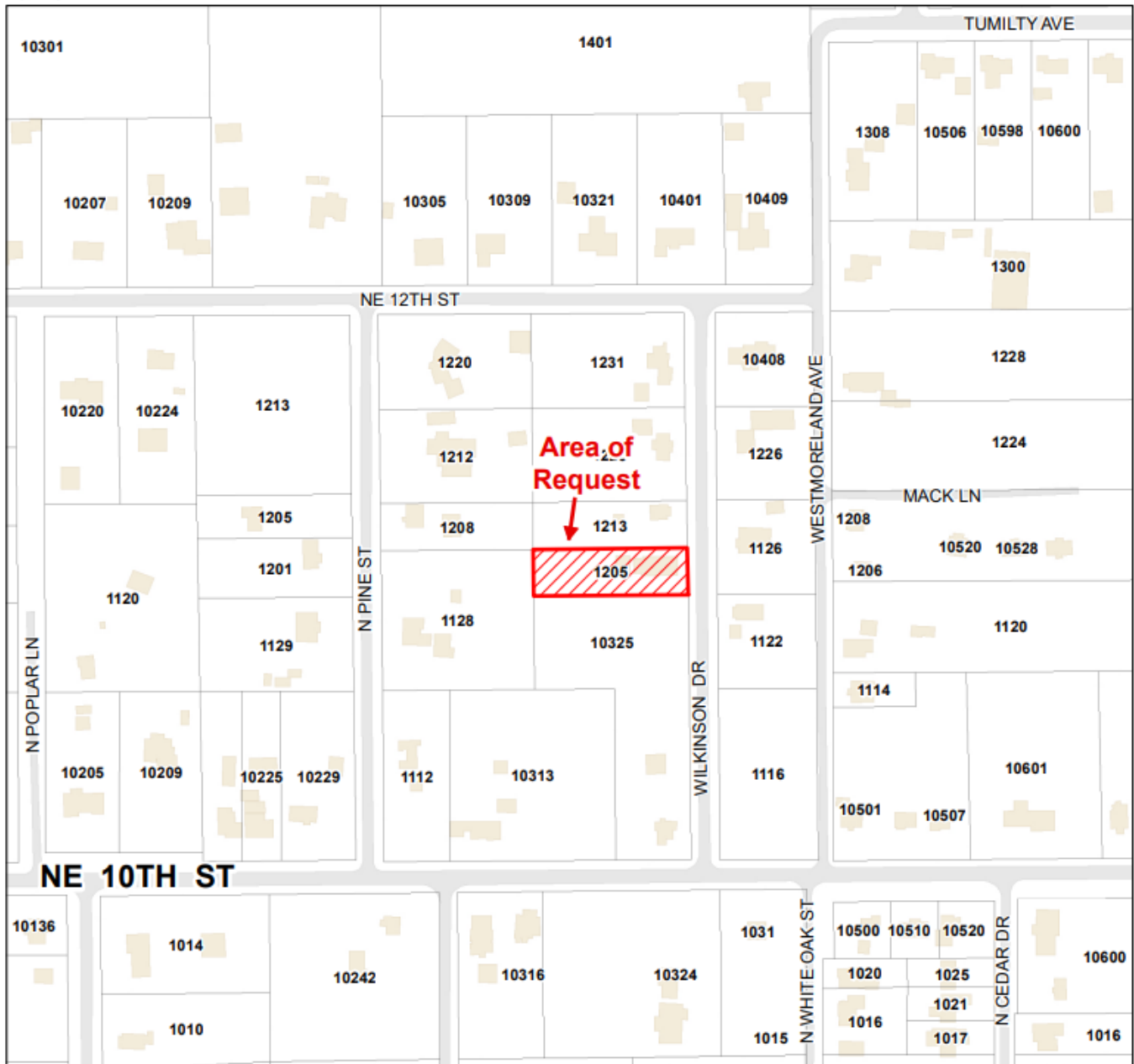
Director of Planning & Zoning

ER

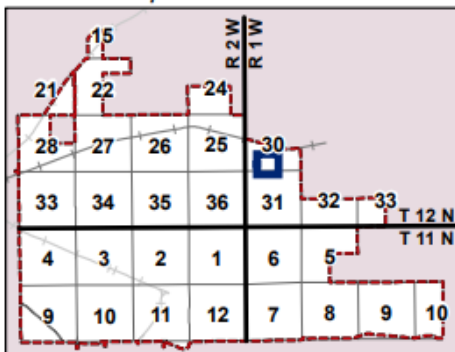




GIS- Information Technology/ Community Development



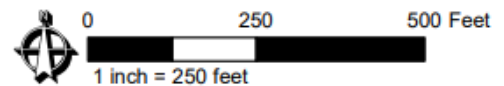
Locator Map



**General Map Legend**

- Area of Request
- Parcels with Addresses
- Buildings
- Edge of Pavement
- MWC City Limits
- Railroads**
- Active
- Inactive / Closed

**GENERAL MAP FOR  
PC-2177  
(SW/4, Sec 30, T12N, R1W)**



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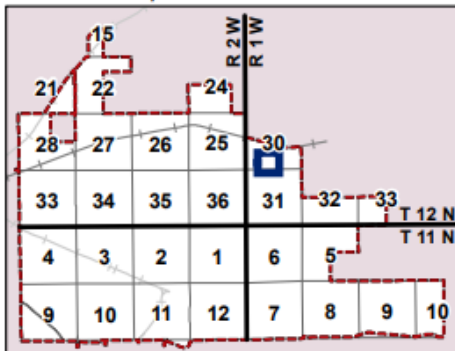




GIS- Information Technology/ Community Development



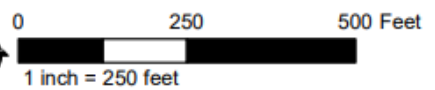
Locator Map



Current Zoning Legend

A-1	I-2 SUP	R-35
A-1 SUP	I-3	R-2F
C-1	O-1	R-MD
C-1 SUP	O-1 SUP	R-MD SUP
C-2	O-2	R-HD
C-2 SUP	O-2 SUP	R-HD SUP
C-3	R-6	R-MH-1
C-3 SUP	R-6 SUP	R-MH-2
C-4	R-8	PUD
C-4 SUP	R-10	SPUD
I-1	R-22	HOS
I-2		HOS SUP

**ZONING MAP FOR  
PC-2177  
(SW/4, Sec 30, T12N, R1W)**



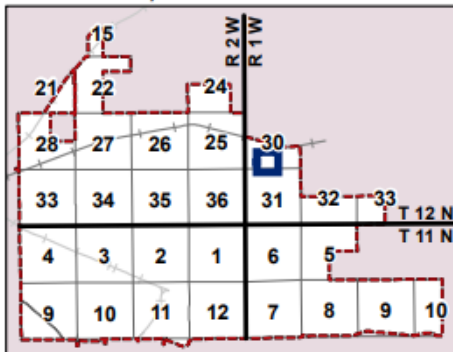
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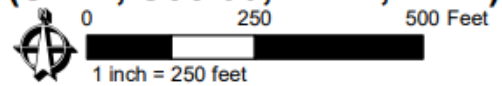
Locator Map



Future Land Use Legend

- Single-Family Detached Residential
- Medium Density Residential
- High Density Residential
- Manufactured Home
- Public/Semi-Public
- Parks/Open Space
- Office/Retail
- Commercial
- Industrial
- Town Center

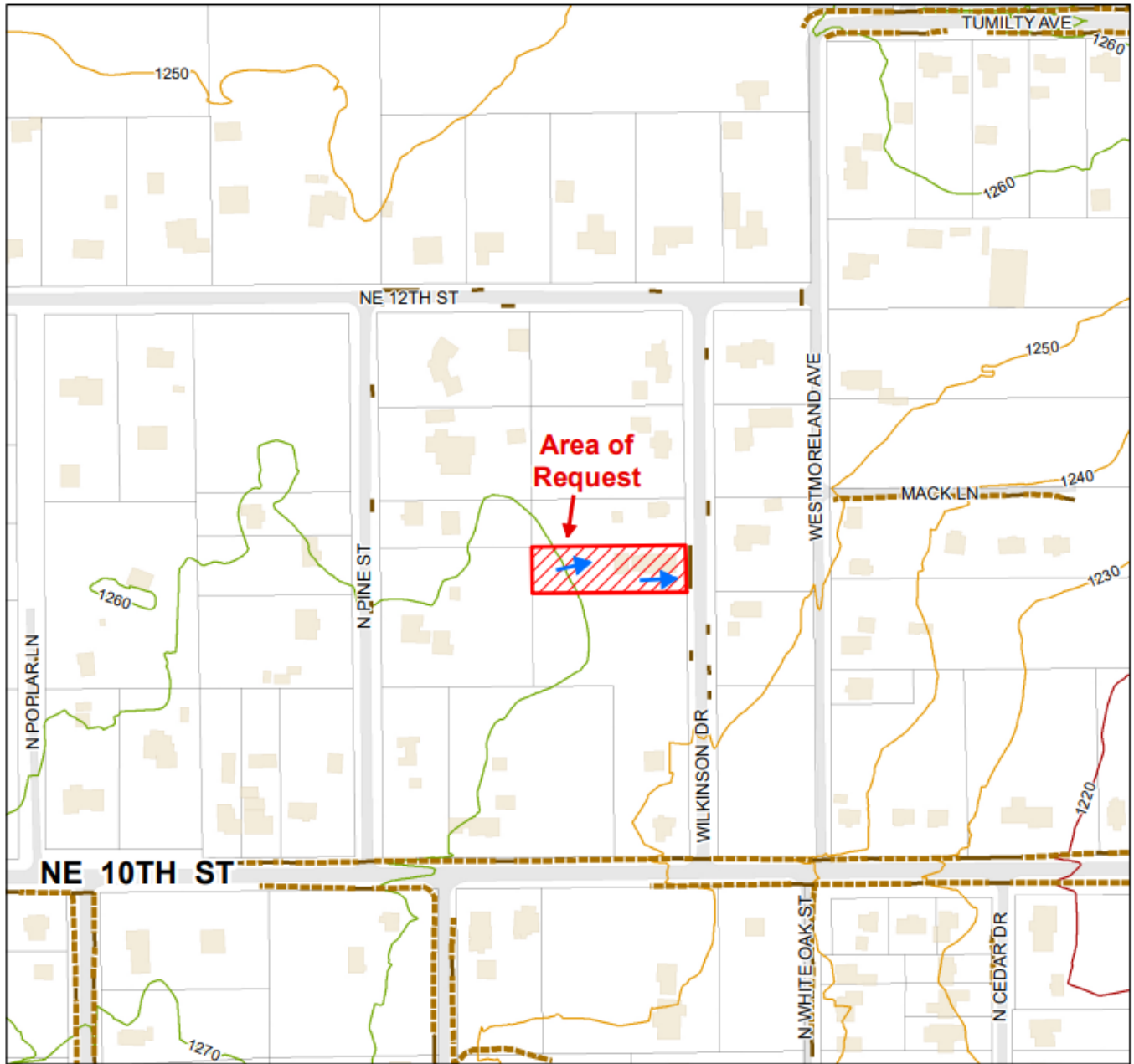
**FUTURE LAND USE  
MAP FOR  
PC-2177  
(SW/4, Sec 30, T12N, R1W)**



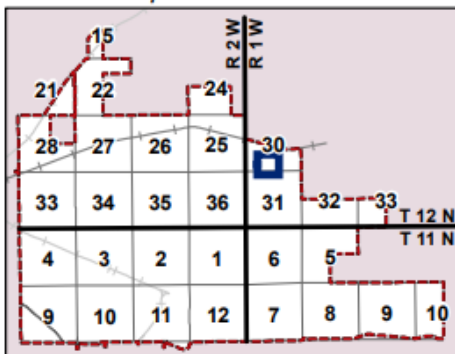
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Locator Map



- Drainage Legend**
- Curb Inlets
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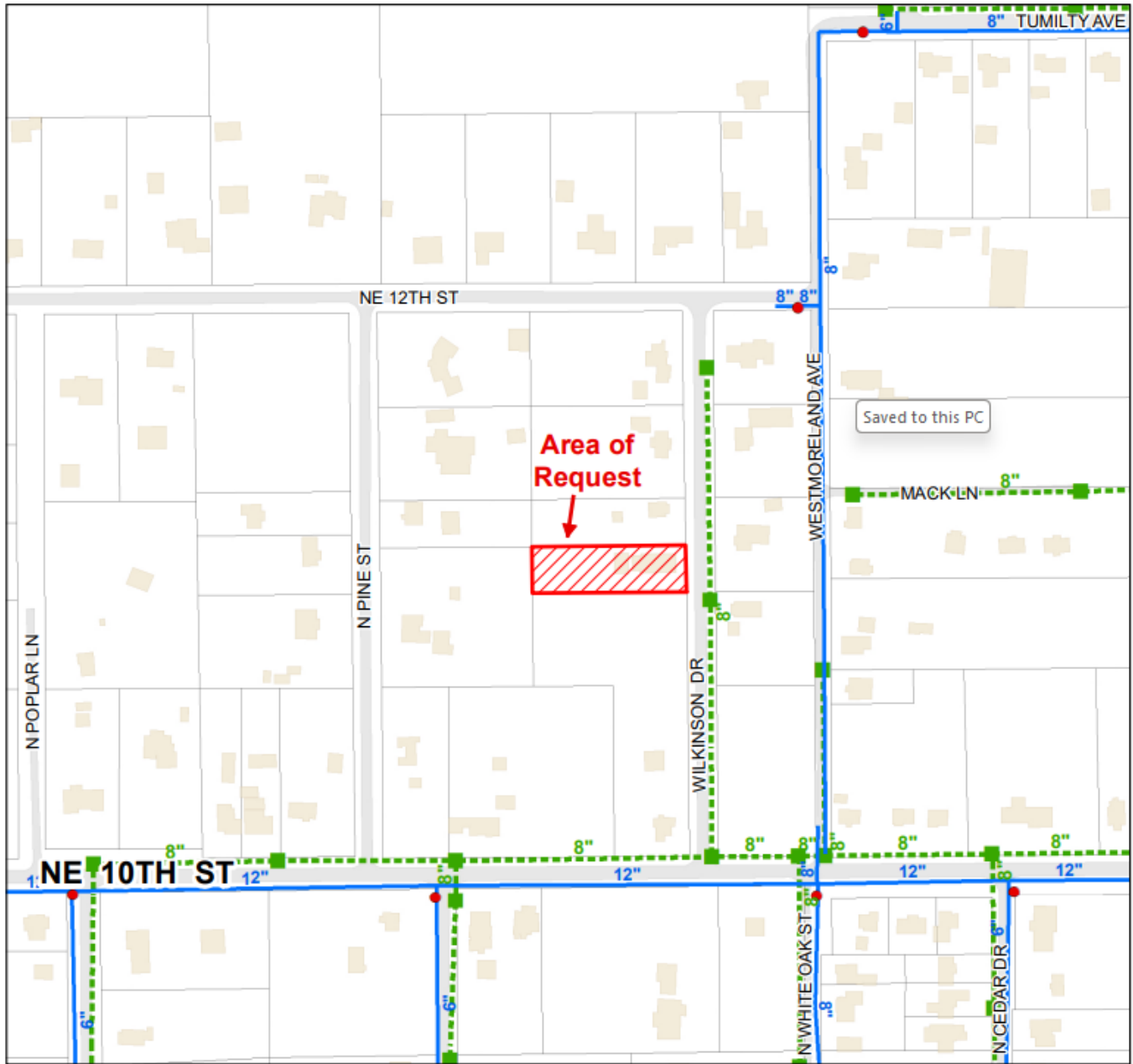
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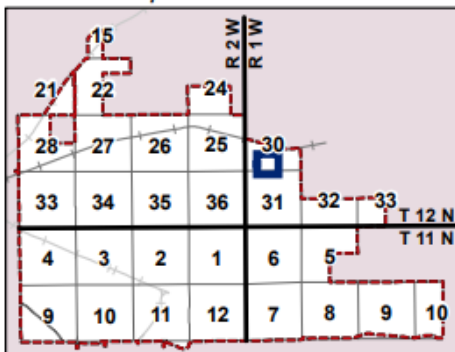
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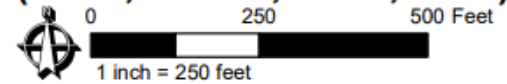


**Water/Sewer Legend**

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

**WATER/SEWER LINE  
 LOCATION MAP FOR  
 PC-2177**

(SW/4, Sec 30, T12N, R1W)



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.



May 7, 2024

City Council of Midwest City Members,

My name is Kim Lewis with Kingdom Builders Enterprises, Inc. and I have requested to change the zoning for 1205 Wilkinson drive to Residential Medium Density. The property in its current condition needs some repair and updating, and for the community may be better served as a duplex/triplex for housing, featuring 2 to 3 bedrooms for each unit. The additional house on the property would be renovated as well for this purpose. Below you will see a potential rendering of what I'd like to do with the property. If you have any questions, please don't hesitate to contact me. Thank you in advance for your time!

Kim Lewis  
KB Enterprises, Inc.  
405-815-9005



May 19, 2024

The City of MIDWEST CITY  
COMMUNITY DEVELOPMENT DEPARTMENT  
CURRENT PLANNING DIVISION  
100 N. Midwest Boulevard  
Midwest City, OK 73110

Re: Re-zoning Application – 1205 N. Wilkinson Dr.  
Midwest City, OK  
Kingdom Builders Enterprises, Inc (Property Owner)

We are surrounding homeowners and are *opposed* to the proposed re-zoning of 1205 N. Wilkinson Drive from R-6 (single-family residential) to R-MD (medium family residential). Our reasons for opposing the application are as follows.

#### REASONS FOR OBJECTIONS

- 1) We are aware that the Midwest City Zoning Code permits the submittal and consideration of zoning changes without site plans and are instead, a subsequent requirement for building permits. There are, however, complexities related to this site and how those complexities affect the surrounding property owners.
  - a) This application appears to be in the concept stage and not an “actionable” development plan. Along with the 1-page Re-Zoning Application, there is only a 1-page additional submittal showing the rendering of a single building with no unit mix, no estimated total number of buildings/units, floor plans, square footages, or intended market.
- 2) This application is a “spot zoning” change request intended to provide a better economic benefit to the property owner (Kingdom Builders) with no benefit to the neighborhood.
  - a) The existing church building was a permitted use within the existing R-6 zoning in the same manner as schools and neighborhood parks. If the church had not been allowed, the land would otherwise still be R-6 with a single-family property on the site. Additionally, the City of Midwest City zoning had already identified the highest and best use for this area to be R-6, not R-MD as all the surrounding properties are R-6, including the Kingdome Builder’s site. The church was intended to be an exception and benefit the surrounding property owners – not to be a bridge to some other zoning for which only Kingdom Builders will benefit.

- b) R-MD zoning requires on-site parking, loading and access. R-MD zoning also allows building heights up to 45 feet and 10-20 units per acre (so 5-10 units on this 0.51-acre site). The zoning requirements described above and allowances for height and units are inconsistent with all the R-6 properties surrounding the site.
- 3) Since there is no marketing target description or intended purpose included in the application, we are concerned the project economics might include some form of government funding revenue/subsidies or supplemental funding to assist targeted residents. We are equally concerned this may be some type of transitional housing or group housing instead of permanent residences for occupants. R-MD is intended to be permanent residential housing, not transitional housing or group housing.
- 4) All of the R-6 residences and Kingdom Building property are on septics. DEQ septic design/location approval would be required based on resident occupancy totals, square footages and hard surfaces (such as parking) before construction. It would therefore make sense that with DEQ requiring a site plan for approval/viability, this would also be an exception requirement for the zoning application. DEQ might not approve or the plan or it might not be economically viable to Kingdom Builders, leaving the neighborhood "stuck" with a R-MD re-zoning change approved but not feasible.

#### SUMMARY

The surrounding property owners are opposed to the Kingdom Builders re-zoning request for their land located at 1205 N. Wilkinson Dr. Based on submittals, the Re-Zoning request from R-6 to R-MD is only in the concept stage and has not been proven or developed enough to determine viability. This appears to only benefit the developer for economic reasons and their intended use may not even be permitted by the R-MD zoning. The surrounding property owners should therefore NOT be burdened with a zoning change that could adversely affect their properties. The "spot" zoning request initiated by Kingdom Builders (owner of the single property) should not outweigh the desire of the surrounding property owners.

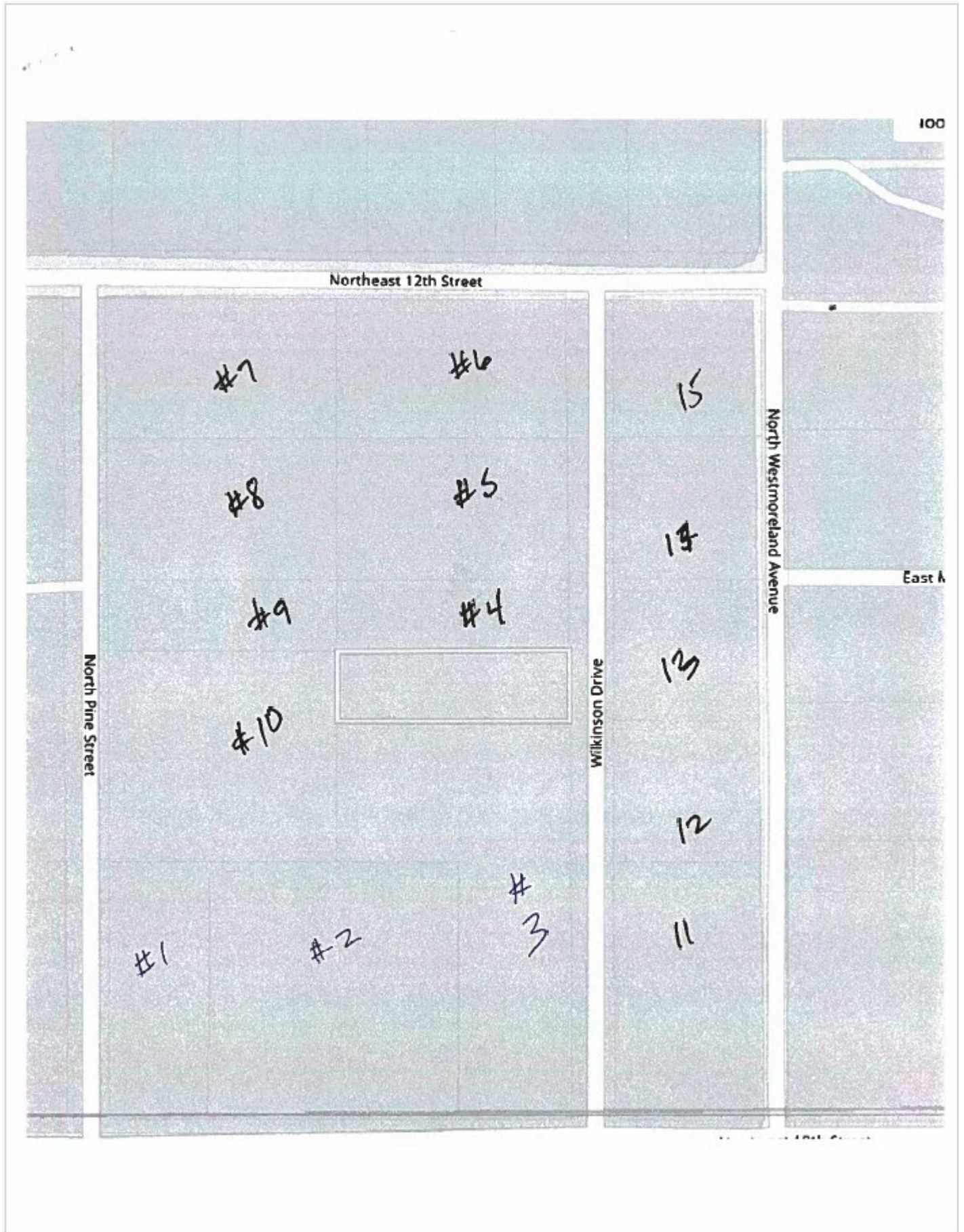
Respectfully,

The Attached Signed Property Owners

#### ATTACHMENTS

Re-Zoning Application  
Building Concept Rendering  
Property Owner Protest Signatures  
County Assessor Web Page  
R-6 Zoning Description







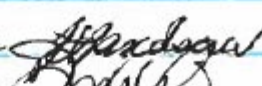





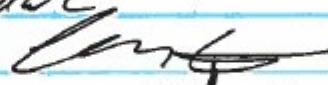
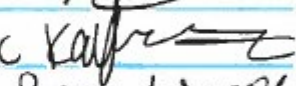
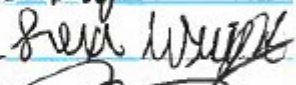
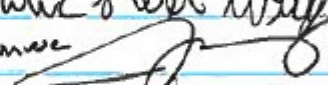
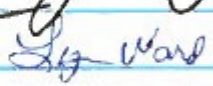
Application for Re-Zoning Protest List  
 Kingdom Builders Enterprises, Inc  
 1205 N Wilkinson Dr, MWC, OK 73130

Map Ref #	Acct #	Last Name	First Name	Physical Address		Mailing Address			Signature in Protest of Re-Zoning
1	R156156750	Powell	John C & Margaret V TRS	1112 N Pine St	MWC	415 S Timber LN	MWC	OK 73130	<i>Stephen P. Winters</i>
2	R156155880	Weintraub	Stephen P	10313 NE 10th Street	MWC	10313 NE 10th St	MWC	OK 73130	<i>[Signature]</i>
3	R156156800	Goepfinger	Chloe	10325 NE 10th Street	MWC	10325 NE 10th St	MWC	OK 73130	<i>[Signature]</i>
4	R156155580	Minter	Jason P	1213 N Wilkinson Dr	MWC	1223 N Wilkinson Dr	MWC	OK 73130	<i>Yvonne Minter</i>
5	R156155628	Minter	Yvonne Dee	1223 N Wilkinson Dr	MWC	14656 NE 68th Street	Jones	OK 73049	<i>Yvonne Minter</i>
6	R156155370	Minter	Gregory D	1231 Wilkinson Dr	MWC	1345 Tim Holt Dr	Harrah	OK 73045	<i>[Signature]</i>
7	R156155380	Brubaker	David & Donna	1220 N Pine St	MWC	1220 N Pine Ave	MWC	OK 73130	<i>[Signature]</i>
8	R156155280	Brown	Cedric & Keanna	1212 N Pine St	MWC	1212 N Pine Ave	MWC	OK 73130	<i>[Signature]</i>
9	R156155377	Davis	Donald & Glenna	1208 N Pine St	MWC	1208 N Pine Ave	MWC	OK 73130	<i>[Signature]</i>
10	R156155376	Eischeid	Brian	1128 N Pine St	MWC	825 Belmar Blvd	Norman	OK 73071	<i>[Signature]</i>
11	R156156900	Minter	Yvonne Dee	Unknown Address	MWC	14656 NE 68th St	Jones	OK 73049	<i>Yvonne Minter</i>
12	R156155627	Joes Property LLC		1122 N Wilkinson Dr	MWC	PO Box 677	Nicomia Park	OK 73066	<i>[Signature]</i>
13	R156155655	Beaty	George & Zella	1126 N Wilkinson Dr	MWC	1126 N Wilkinson Dr	MWC	OK 73130	<i>[Signature]</i>
14	R156155660	Benson	Glen & Alexine Trust	1226 N Wilkinson Dr	MWC	1226 N Wilkinson Dr	MWC	OK 73130	<i>[Signature]</i>
15	R156155645	Siran	Phillip	10408 NE 12th St	MWC	10408 N Wilkinson Dr	MWC	OK 73130	<i>[Signature]</i>
16									
17		Moore	Dalton	10401 NE 14th MWC		104th NE MWC	OK 73130		<i>Dalton Moore</i>
18		Moore	Tylla	10401 NE 12th St MWC		10401 NE 17th St MWC	OK 73130		<i>Tylla Moore</i>
19		Richard	Adrian	10321 NE 10th	MWC	OK 73130			<i>[Signature]</i>
20		Margaret	Wilkinson	10408 NE 12th	MWC	City, OK 73130			<i>Margaret Wilkinson</i>
21		Bethy	Ann	1129 N Pine	MWC	OK 73130			<i>Bethy Ann</i>
22		Brian	Bradley	1120 N Westmoreland Ave	MWC	OK 73130			<i>Brian Bradley</i>
23		Earl	Lyns	1208 N Westmoreland Ave	MWC	OK 73130			<i>[Signature]</i>
24		Stephanie	Parker	10520 Mack	MWC	OK 73130			<i>[Signature]</i>

Map Ref #	Acct #	Last Name	First Name	Physical Address	Mailing Address	Signature in Protest of Re-Zoning
25		Russell	Kristi	10536 E. Mack Dr. OK	OK 73130	Kristi Russell
26		Melody	Carter	1112 N. Pine/415 S. Timber Ln	MWC, OK 73136	Melody H. Carter
27		Bruce	Powell	1112 N. Pine St,	MWC, OK 73130	<del>John Stubble</del>
28		Destiny	Pepton	1112 N. Pine St,	MWC, OK 73130	Destiny Pepton
29		WILKINSON	John	10517 Tumilty Terr	MWC 73130	<del>John Wilson</del>
30		Wilkinson	Terry	10517 Tumilty Terr.	MWC 73130	Terry Wilkinson
31		Amy	Stephens	10513 Tumilty Terr	MWC 73130	Amy Stephens
32		Peggy	Stamps	10509 Tumilty Terr.	MWC 73130	Peggy Stamps
33		Pierce	April	10533 Tumilty Terr	MWC 73130	April Pierce
34		Pierce	Emma	10533 Tumilty Terr	MWC 73130	Emma Pierce
35		Larry	Pepton	10501 Tumilty Terrace	MWC 73130	Larry Pepton
36		Sue	Pepton	10501 Tumilty Terrace	MWC 73130	Sue Pepton
37		Garland	Helms	10500 Tumilty Terrace	MWC 73130	Garland Helms
38		DALTON	JONATHAN	10504 TUMILTY TERRACE	MWC 73130	Jonathan Dalton
39		Pamela	Taylor	316 E Key Blvd	MWC 73110	Pamela Taylor
40		PAULA	NICHOLSON	10529 TUMILTY	MWC. 73130	Paula Nicholson



PREPARED BY:	DATE:
PROJECT TITLE:	

	<u>Print Name</u>	<u>Physical Address</u>	<u>Signature</u>
1			
2			
3	Howard LANDSAD	10525 Timothy Tree. mnc	
4	Trixi Liceman	10521 Timothy terr	
5	Joe Ward	1228 N Westmoreland	
6	Jim Russell	10536 E Meck Dr	
7	Brandy Ward	1228 N. Westmoreland MNC	
8	Jack Ward	1300 N Westmoreland MNC	
9	Ernesto Gonzalez	1401 N Westmoreland mnc	
10	Chris Hoepfer	1122 N Wilkinson Dr.	
11	Kaylee Hoepfer	1122 N Wilkinson Dr MNC	
12	Lexi Wright	1122 N Wilkinson Dr mnc	
13	Jason Hulsey	1217 N Cottonwood Dr mnc	
14	Lynn Ward	10301 NE. 12th St MNC.	
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2 RESOLUTION NO. \_\_\_\_\_

3 A RESOLUTION AMENDING THE COMPREHENSIVE PLAN MAP CLASSIFICA-  
4 TION FROM SINGLE-FAMILY DETACHED RESIDENTIAL LAND USE TO MEDIUM  
5 DENSITY RESIDENTIAL LAND USE FOR THE PROPERTY DESCRIBED IN THE  
6 RESOLUTION WITHIN THE CITY OF MIDWEST CITY, OKLAHOMA.

7 WHEREAS, currently the Comprehensive Plan Map of Midwest City, Oklahoma shows the fol-  
8 lowing described property identified, for future planning purposes, as Single-Family Detached  
9 Residential:

10 For the property described as a part of the Southwest Quarter (SW/4) of Section Thirty  
11 (30), Township Twelve (12) North, Range One (1) West of the Indian Meridian, Okla-  
12 homa County, Oklahoma, located at 1205 Wilkinson Dr., Midwest City.

13 WHEREAS, it is the desire of the applicant to amend the future planning classification of the  
14 above referenced property from Single-Family Detached Residential to Medium Density Resi-  
15 dential.

16 WHEREAS, with the applicant's request the change in future planning classification complies  
17 with the City's Comprehensive Plan.

18 WHEREAS, the applicant has met both state and local notification requirements.

19 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MIDWEST CITY,  
20 OKLAHOMA COUNTY, STATE OF OKLAHOMA:

21 That the classification of above described property located in Midwest City, Oklahoma is hereby  
22 changed from Single-Family Detached Residential Land Use to Medium Density Residential  
23 Land Use on the Comprehensive Plan Map.

24 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Okla-  
25 homa, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

26 THE CITY OF MIDWEST CITY, OKLAHOMA

27 \_\_\_\_\_  
28 MATTHEW D. DUKES II, Mayor

29 ATTEST:

30 \_\_\_\_\_  
31 SARA HANCOCK, City Clerk

32 APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

33 \_\_\_\_\_  
34 DONALD MAISCH, City Attorney

2 **ORDINANCE NO. \_\_\_\_\_**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**  
4 **DESCRIBED IN THIS ORDINANCE FROM R-6, SINGLE-FAMILY DETACHED RESI-**  
5 **DENTIAL DISTRICT TO R-MD, MEDIUM DENSITY RESIDENTIAL DISTRICT, AND**  
6 **DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO RE-**  
7 **LECT THE RECLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT; AND**  
8 **PROVIDING FOR REPEALER AND SEVERABILITY**

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

10 **ORDINANCE**

11 **SECTION 1.** That the zoning district of the following described property is hereby reclassified  
12 from R-6, Single-Family Detached Residential District to R-MD, Medium Density Residential  
13 District subject to the conditions contained in the PC-2177 file, and that the official Zoning Dis-  
14 trict Map shall be amended to reflect the reclassification of the property’s zoning district as spec-  
15 ified in this ordinance:

16 For the property described as a part of the Southwest Quarter (SW/4) of Section Thirty  
17 (30), Township Twelve (12) North, Range One (1) West of the Indian Meridian, Okla-  
18 homa County, Oklahoma, located at 1205 Wilkinson Dr., Midwest City.

19 **SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are  
20 hereby repealed.

21 **SECTION 3. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is  
22 for any reason held to be invalid, such decision shall not affect the validity of the remaining por-  
23 tions of the ordinance.

24 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Oklahoma,  
25 on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

26 **THE CITY OF MIDWEST CITY, OKLA-**  
27 **HOMA**

28 \_\_\_\_\_  
29 **MATTHEW D. DUKES II, Mayor**

30 **ATTEST:**

31 \_\_\_\_\_  
32 **SARA HANCOCK, City Clerk**

33 **APPROVED** as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

34 \_\_\_\_\_  
35 **DONALD MAISCH, City Attorney**

**To:** Honorable Mayor and Council  
**From:** Matt Summers, Director of Planning & Zoning  
**Date:** June 25, 2024

**Subject:** (PC-2178) Public hearing, discussion, consideration, and possible action approving an Ordinance to redistrict from Planned Unit Development (“PUD”) governed by General Commercial District (“C-4”) to Amended Planned Unit Development (“PUD”) governed by General Commercial District (“C-4”), for the property described as a part of the Southeast Quarter (SE/4) of Section Thirty-Five (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 8713 E. Main St., Midwest City.

**Executive Summary:** The Applicant, Mr. J Grayson Ridgway with Farallon Properties LLC., is requesting to amend the existing Planned Unit Development.

The subject property contains a vacant building formerly operating as the Moose Lodge.

The Applicant would like to convert existing structure and add new structures for personal storage units. Due to the proposal exceeding an increase in building floor area more than 20%, Council would need to approve a new Master Development Plan Map.

If approved, the Applicant can proceed with pulling all necessary building permits through the Engineering and Construction Services Department. All applicable code requirements shall be observed.

Sight-proof screening shall be required and maintained per Code for the areas abutting residential zones.

Both state and local notification requirements were met.

At the time of this writing, staff has received three (3) phone calls from surrounding property owners inquiring about what the proposed rezone is, but no objections after explanation.

The Applicant was present and addressed the Commission.

Staff recommends approval of the rezone.

Planning Commission unanimously recommended approval of this item.

Action is at the discretion of the Council

**Dates of Hearing:**

Planning Commission- June 4, 2024

City Council- June 25, 2024



**Date of Pre-Development Meeting:**

March 19, 2024

**Council Ward:** Ward 3, Rita Maxwell

**Owner:** Patriot Assets, LLC.

**Applicant:** J. Grayson Ridgway- Farallon Properties, LLC., (ownership contingent upon rezone)

**Proposed Use:** Personal storage units

**Size:** The subject property has a frontage of 330 feet off E. Main Street, a depth of 555 feet, and contains an area of 183, 632 square feet, more or less.

**Development Proposed by Comprehensive Plan:**

Area of Request- Commercial

North- Single-Family Detached Residential

South- Single-Family Detached Residential

East- Single-Family Detached Residential

West- Single-Family Detached Residential

**Zoning Districts:**

Area of Request- PUD, Planned Unit Development governed by C-4, General Commercial District

North- R-6, Single-Family Detached Residential District

South- R-HD, High Density Residential District

East- R-6, Single-Family Detached Residential District

West- R-6, Single-Family Detached Residential District

**Land Use:**

Area of Request- Vacant building, previously the Moose Lodge

North- Oil site

South- Freedom Villas

East- Single-family residences and vacant lot

West- Single-family home and church

**Municipal Code Citation:**

2.25. PUD, Planned Unit Development

2.25.1. *General Provisions.* The planned unit development, herein referred to as PUD, is a special zoning district category that provides an alternate approach to conventional land use controls to produce unique, creative, progressive, or quality land developments.

The PUD may be used for particular tracts or parcels of land that are under common ownership and are to be developed as one unit according to a master development plan.

The PUD is subject to special review procedures within 7.3 PUD Application and Review (Page 174), and once approved by the City Council it becomes a special zoning classification for the property it represents.

2.25.2. *Intent and Purpose.* The intent and purpose of the planned unit development provisions are as follows:



- (A) *Innovative land development.* Encourage innovative land development while maintaining appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the comprehensive plan.
- (B) *Flexibility within developments.* Permit flexibility within the development to maximize the unique physical features of the particular site.
- (C) *Efficient use of land.* Encourage efficient use of land, facilitate economic arrangement of buildings and circulation systems, and encourage diversified living environments and land uses.
- (D) *Function, design, and diversity.* Achieve a continuity of function and design within the development and encourage diversified living environments and land uses.
- (E) *Modifications to development requirements.* Provide a vehicle for negotiating modifications in standard development requirements in order to both encourage innovative development and protect the health, safety and welfare of the community.

**History:**

1. The property was zoned R-1-D with a Special Use Permit with the adoption of the 1985 Zoning Map.
2. In August of 2021, Council approved the rezone to PUD, Planned Unit Development governed by the C-4, General Commercial District (PC-2087).
3. Planning Commission unanimously recommended approval of this item at the June 4, 2024 Planning Commission meeting.

**Next Steps:**

If Council approves this rezone, the Applicant can proceed with applying for the appropriate building permits through Engineering and Construction Services (demo permit, remodel, commercial new construction, etc.).

**Staff Comments-**

*There are numerous construction requirement references made in the Engineering, Fire Marshal, and Public Works portions of this report. The intent of the Municipal Code is to directly involve the Applicant in continued community development activities such as extending public sewer and water and making street improvements, for examples. This is a rezoning application and the construction references are provided to make the Applicant and subsequent developers of this property aware of their applicability as they relate to the future development or redevelopment of this property.*

**Engineering Staff Comments:**

**Note: No engineering improvements are required with this application.**

**Water Supply and Distribution**

There are public water mains bordering the proposed parcel, a six (6) inch line running along the north side of East Main Street and the west side of Moose Street. Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

**Sanitary Sewerage Collection and Disposal**



There is a public sewer main bordering the proposed parcel, an eight (8) inch line running along the east side of Moose Street. Any new building permit will require tying into the public sewer system as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the parcel is from East Main Street and Moose Street using existing drives. East Main Street and Moose Street are classified as local roads in the 2008 Comprehensive Plan. Public road and sidewalk improvements are not required as part of this application.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is shown to be in an Area of Minimal Flood Hazard on Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 18th, 2009. Public drainage and detention improvements are not required as part of this application.

Easements and Right-of-Way

No further easements or right of way would be required with this application.

**Fire Marshal's Comments:**

**This occupancy must adhere to the requirements of International Fire Code (2018).  
The property is required to meet and maintain the requirements of Midwest City Ordinances  
Section 15.**

**Occupancy Classification:** S-1, Moderate Hazard Storage (IFC 2018)

**Automatic Sprinkler System Requirements:**

- Section 903.2.9: An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where the fire area exceeds 12,000 square feet.
- Section 903.4: Valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures and waterflow switches on all sprinkler systems shall be electronically supervised by a listed fire alarm control unit.

**Fire Apparatus Access:**

- Section 503.1.1: The fire apparatus road shall extend to within 150 feet of all portions of the facility and all portion of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
- Section 503.2.4: An approved turn radius shall be provided at every exit to meet the need of the largest emergency apparatus.
- Additional access for apparatus or an approved turnaround will need to be provided at the North end / North-East corner of the lot.
- Fire apparatus access roads are required capable of supporting 75,000 lbs. in all weather conditions.

**Fire Barrier: (IBC 2018)**

- Table 707.3.10: Fire barriers, in Group S-1 occupancy types, separating a single occupancy into different fire areas shall have a fire resistance rating of not less than 3 hours.
- Section 707.5: Fire barriers shall extend from the top of the foundation or floor/ceiling assembly below to the underside of the floor or roof sheathing, slab or deck above and shall be securely attached thereto.

**Fire Barrier Penetrations: (IBC 2018)**

- Section 714.4: Where the penetrating items are steel, ferrous, or copper pipes, tubes, or conduits, the annular space between the penetrating item and the fire-resistance-rated wall is permitted to be protected by either of the following measures.
  - o In concrete or masonry walls where the penetrating item is a maximum 6-inch nominal diameter and the area of the opening through the wall does not exceed 144 square inches, concrete, grout, or mortar is permitted where installed the full thickness of the wall or the thickness required to maintain the fire-resistance rating.
  - o The material used to fill the annular space shall prevent the passage of flame and hot gases sufficient to ignite cotton waste when subjected to ASTM E119 or UL 263 time-temperature fire conditions under a minimum positive pressure differential of 0.01 inch of water at the location of the penetration for the time period equivalent to the fire-resistance rating of the construction penetrated.

**Rated Fire-Resistance Periods for Walls and Partitions: (IBC 2018)**

- Table 721.1(2): Concrete masonry units (Limestone, Cinders, or air-cooled slag)  
Minimum Finished Thickness Face -to- Face (inches):
  - 4 hours = 5.9
  - 3 hours = 5
  - 2 hours = 4
  - 1 hour = 2.7

**Duct Smoke Detection:**

- Section 907.2.12.1.2: Duct smoke detectors are required in the main return air and exhaust air plenum of each air-conditioning system having a capacity greater than 2000 cubic feet per minute (CFM).

**Key Boxes:**

- Section 506: Approved key boxes /override switches are required to be provided at all gates and buildings for emergency access.

**Public Works' Comments:**

Line Maintenance

*Water*

- Water meters shall be installed in “green belt” per Midwest City Municipal Code Section 43-54.

*Sewer*

- Sanitary sewer is available to the property. The Applicant shall be responsible for communicating the anticipated daily sewer discharge for capacity calculations.
- A City provided Sewer Use Survey will be required to be submitted by Applicant to address types of wastewater produced and method(s) of wastewater disposal for any commercial remodel permit, commercial new construction permit, and/or Certificate of Occupancy applied for.

Sanitation

- All new commercial buildings shall follow Ordinance No. 3427 of Midwest City Municipal Code regarding trash dumpster(s) and enclosure and dumpster site location.

**Planning Division:**

Staff met with the Applicant March 19, 2024 for a pre-development meeting.

Sight-proof screening shall be required and maintained per Code for the areas abutting residential zones.

Development is subject to formal site plan review if/when plans are submitted with the permit application.

The updated Master Design Statement and Map satisfy Code requirements.

Staff recommends approval of this item due to the above analysis.

Action is at the discretion of the Council.

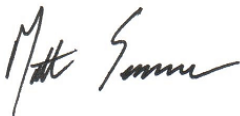
**Action Required:**

Approve or reject the ordinance to redistrict from Planned Unit Development (“PUD”) governed by General Commercial District (“C-4”) to Amended Planned Unit Development (“PUD”) governed by General Commercial District (“C-4”) for the property noted herein, subject to staff comments as found in the June 25, 2024 Council agenda packet and made part of the PC-2178 file.

**Suggested Motion:**

*“To approve the ordinance redistricting 8713 E. Main Street to an Amended Planned Unit Development governed by General Commercial District subject to staff comments found in the June 25, 2024 Council agenda packet and made part of the PC-2178 file.”*

Please feel free to contact the Current Planning Manager’s office at (405) 739-1223 with any questions.



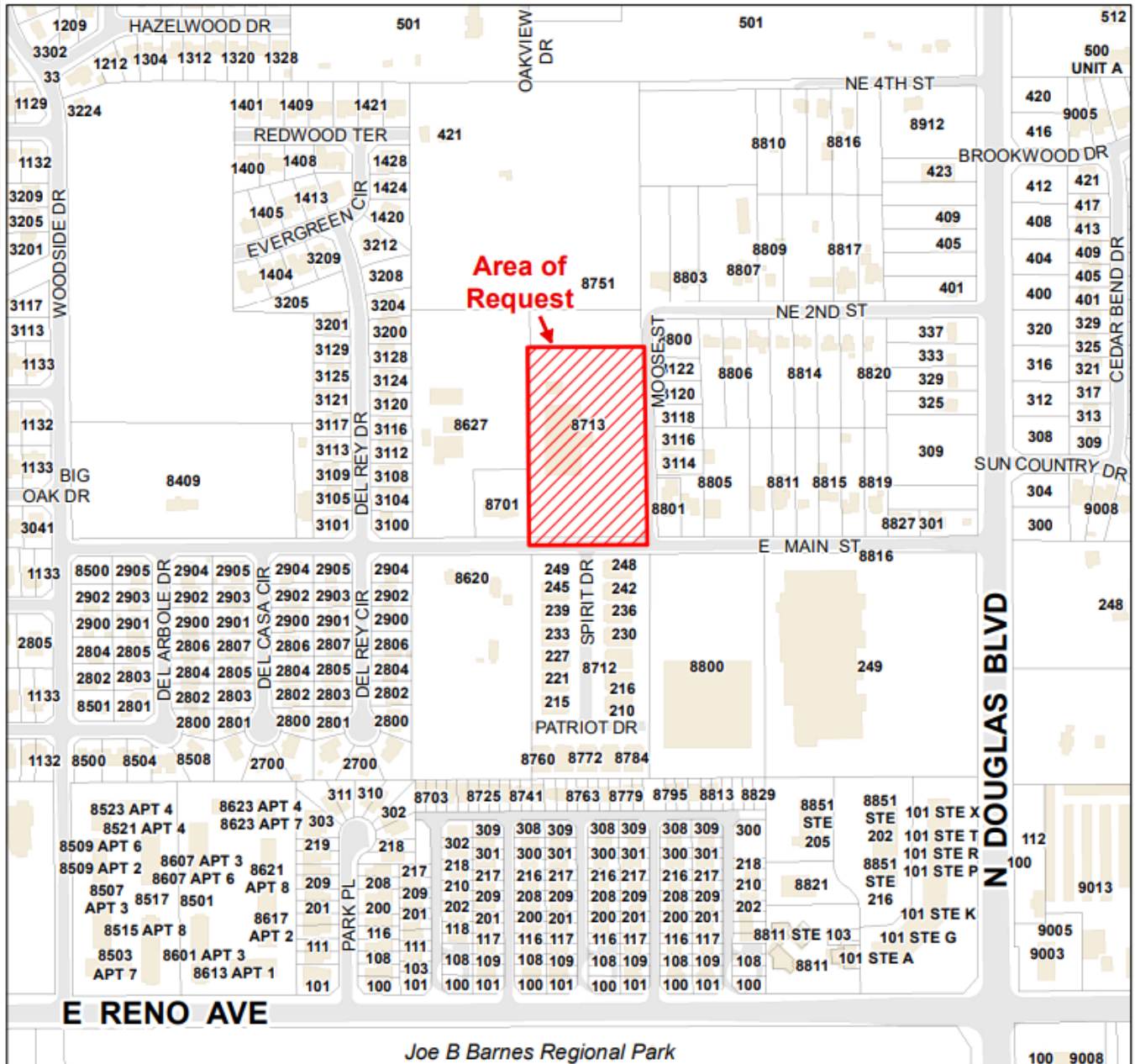
Matt Summers

Director of Planning & Zoning

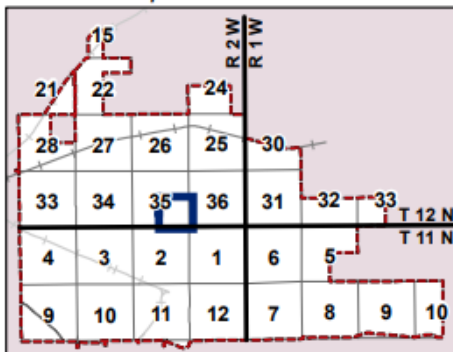
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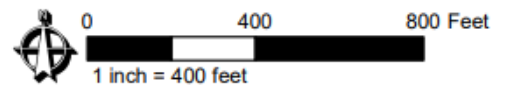
Locator Map



**General Map Legend**

- Area of Request
- Parcels with Addresses
- Buildings
- Edge of Pavement
- MWC City Limits
- Railroads**
- Active
- Inactive / Closed

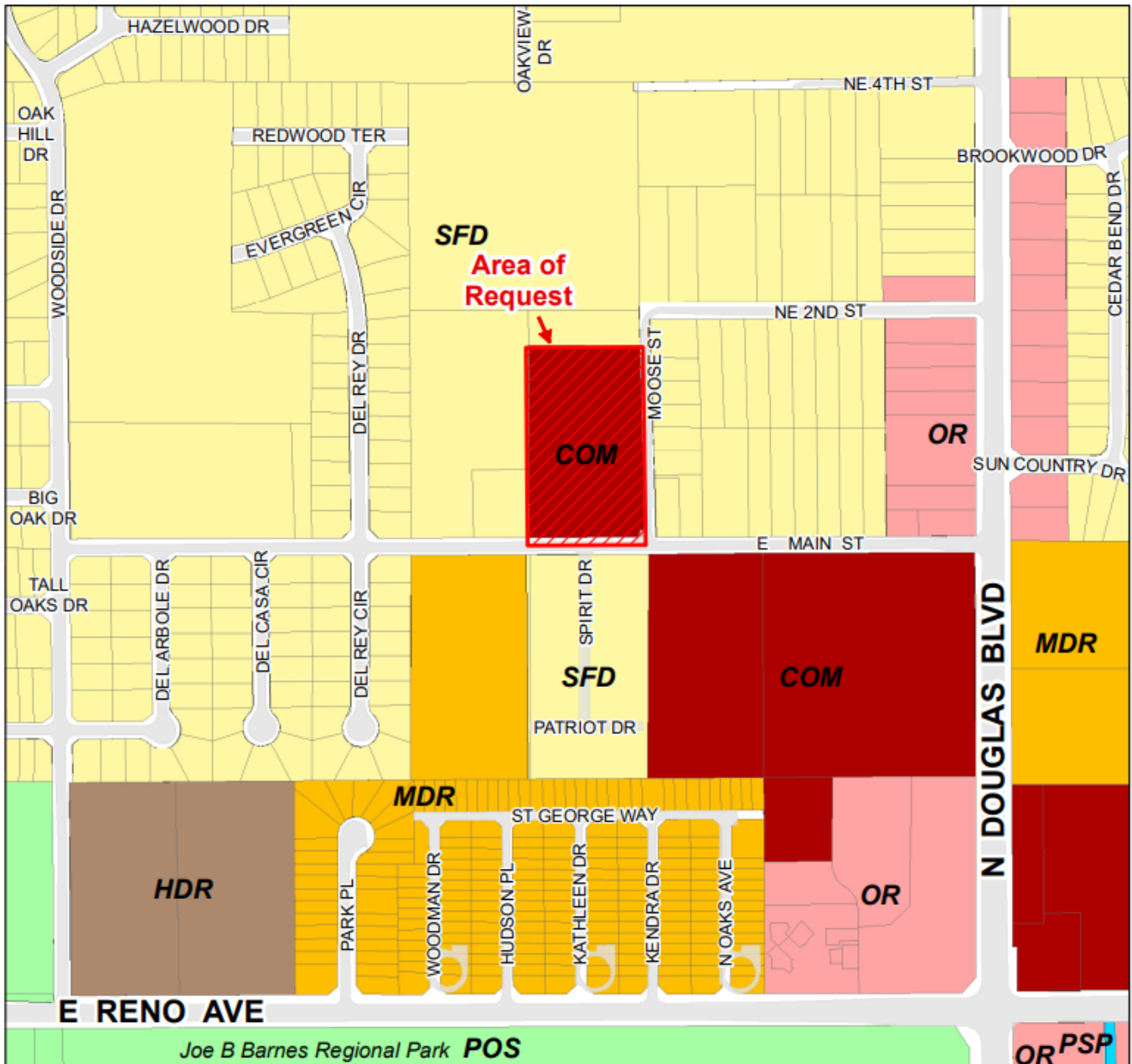
**GENERAL MAP FOR  
PC-2178  
(SE/4, Sec 35, T12N, R2W)**



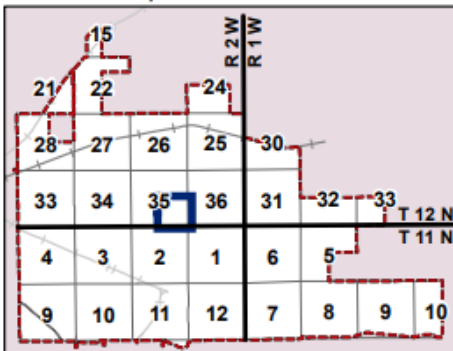
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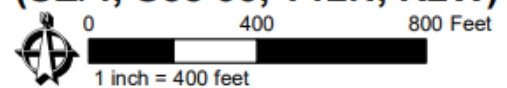
Locator Map



Future Land Use Legend

- Single-Family Detached Residential
- Medium Density Residential
- High Density Residential
- Manufactured Home
- Public/Semi-Public
- Parks/Open Space
- Office/Retail
- Commercial
- Industrial
- Town Center

## FUTURE LAND USE MAP FOR PC-2178 (SE/4, Sec 35, T12N, R2W)

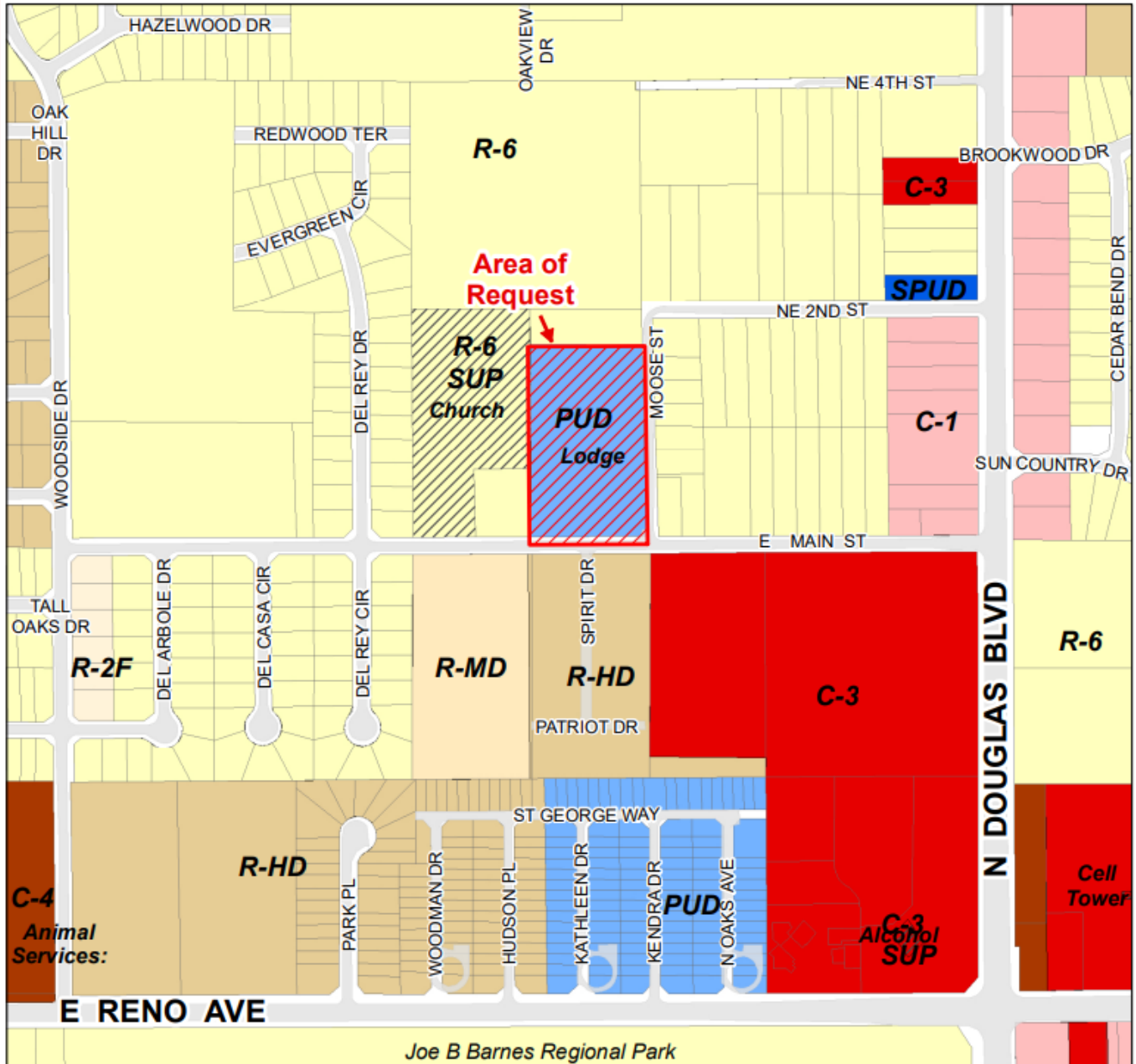


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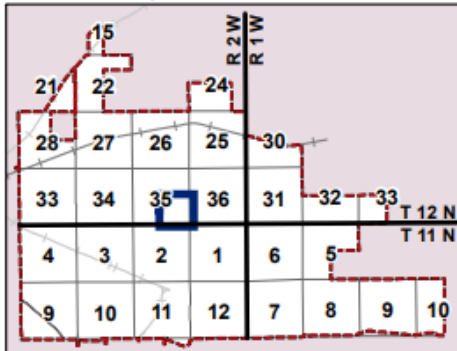




GIS- Information Technology/ Community Development



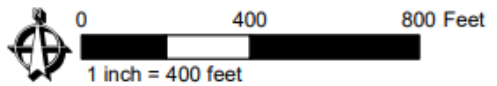
Locator Map



Current Zoning Legend

A-1	I-2 SUP	R-35
A-1 SUP	I-3	R-2F
C-1	O-1	R-MD
C-1 SUP	O-1 SUP	R-MD SUP
C-2	O-2	R-HD
C-3	O-2 SUP	R-HD SUP
C-3 SUP	R-6	R-MH-1
C-4	R-6 SUP	R-MH-2
C-4 SUP	R-8	PUD
I-1	R-10	SPUD
I-2	R-22	HOS
		HOS SUP

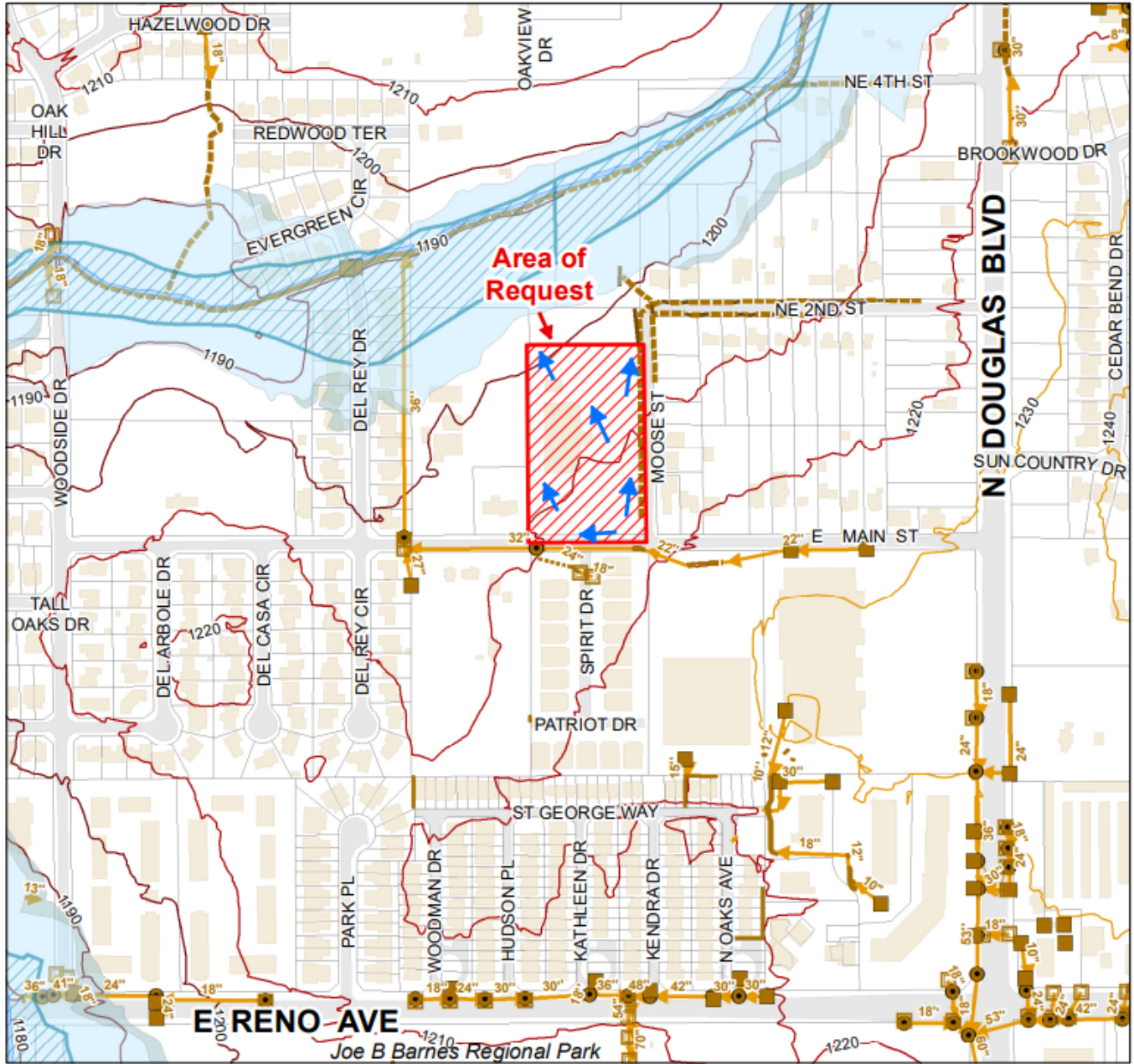
### ZONING MAP FOR PC-2178 (SE/4, Sec 35, T12N, R2W)



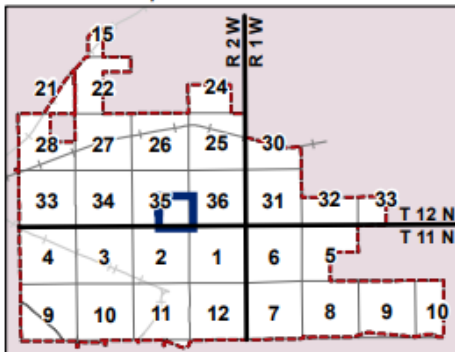
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GIS- Information Technology/ Community Development



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

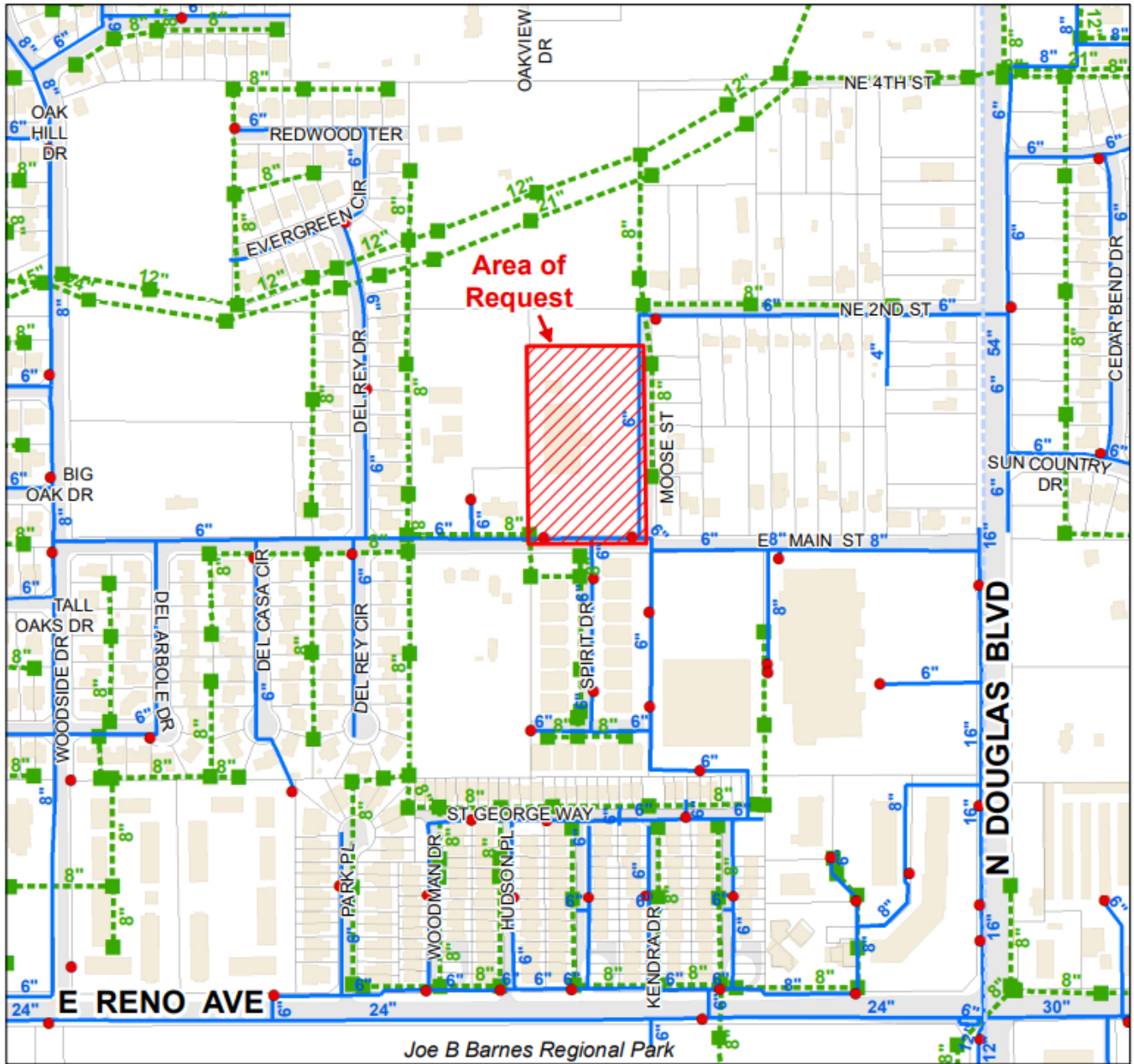
- 2009 FEMA Floodplains**
- 500-yr floodplain
  - 100-yr floodplain
- 2009 FEMA Floodway**
- FLOODWAY

**DRAINAGE LOCATION MAP FOR PC-2178 (SE/4, Sec 35, T12N, R2W)**

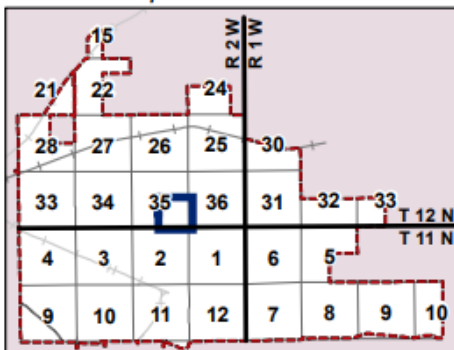
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GIS- Information Technology/ Community Development



Locator Map



Water/Sewer Legend

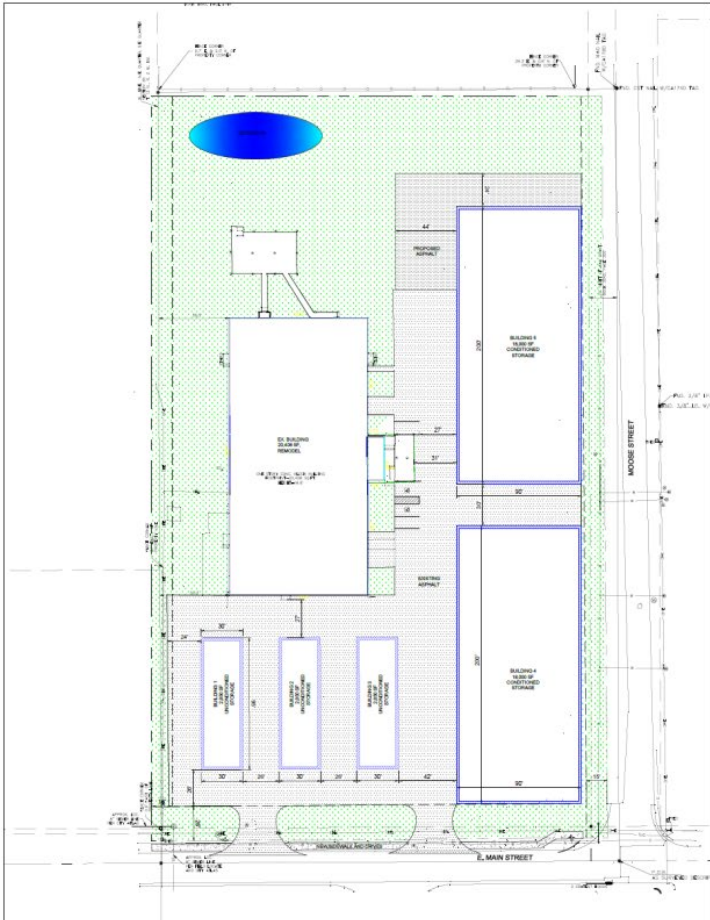
- Fire Hydrants
- Water Lines
  - Distribution
  - Well
  - OKC Cross Country
  - Sooner Utilities
  - Thunderbird
  - Unknown
- Sewer Manholes
- Sewer Lines

**WATER/SEWER LINE  
LOCATION MAP FOR  
PC-2178  
(SE/4, Sec 35, T12N, R2W)**

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**ZONE C-4**  
**PROPOSED BUILDING USE**  
20,408 SF OF REMODELLED  
CONDITIONED STORAGE  
  
8,550 UNCONDITIONED STORAGE  
36,800 SF OF CONDITIONED STORAGE UNITS  
  
**SETBACKS**  
FRONT: 25'  
SIDE: 15'  
REAR: 0'  
REAR WITH ALLEY: 30'  
**LANDSCAPE BUFFER**  
15'  
  
**PROPOSED LEGEND**  
- - - - - PROPERTY LINE  
- - - - - SETBACK



**CK**

CK CIVIL ENGINEERING, LLC  
3015 WINDYBROOK DR., SUITE C  
LITTLE ROCK, AR 72142  
479-280-2262

**CONCEPT**

ISSUE DATE: 6/23/2024

**MIDWEST CITY STORAGE**  
8713 E MAIN ST  
MIDWEST CITY, OK 73130

**CONCEPT**

**C000**

2 **ORDINANCE NO. \_\_\_\_\_**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**  
4 **DESCRIBED IN THIS ORDINANCE FROM PUD, PLANNED UNIT DEVELOPMENT**  
5 **GOVERNED BY C-4, GENERAL COMMERCIAL DISTRICT TO AMENDED PUD,**  
6 **PLANNED UNIT DEVELOPMENT GOVERNED BY C-4, GENERAL COMMERCIAL**  
7 **DISTRICT, AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DIS-**  
8 **TRICT MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY’S ZON-**  
9 **ING DISTRICT; AND PROVIDING FOR REPEALER AND SEVERABILITY**

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

11 **ORDINANCE**

12 **SECTION 1.** That the zoning district of the following described property is hereby reclassified  
13 from PUD, Planned Unit Development to Amended PUD, Planned Unit Development District  
14 subject to the conditions contained in the PC-2178 file, and that the official Zoning District Map  
15 shall be amended to reflect the reclassification of the property’s zoning district as specified in  
16 this ordinance:

17 For the property described as a the West Half (W/2) of the Southwest Quarter (SW/4) of the  
18 Northeast (NE/4) of the Southeast Quarter (SE/4) of Section Thirty-Five (35), Township  
19 Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Okla-  
20 homa, according to the Government Survey thereof, LESS AND EXCEPT the North 100 feet  
21 of thereof. Also known as 8713 E Main St, Midwest City.

22 **SECTION 2.** That the SPUD master plan is adopted for the property described by the legal de-  
23 scription in Section 1. The master plan consists of both a Design Statement and a Master Deve-  
24 lopment Plan Map. The Design statement is included in this ordinance as Exhibit A. The Master  
25 Development Plan Map is included in this ordinance as Exhibit B. Any modifications, revisions,  
26 or expirations of the SPUD master plan will be handled in accordance with Appendix A of the  
27 Midwest City Municipal Code.

28 **SECTION 3. REPEALER.** All ordinances or parts of ordinances in conflict herewith are  
29 hereby repealed.

30 **SECTION 4. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is  
31 for any reason held to be invalid, such decision shall not affect the validity of the remaining por-  
32 tions of the ordinance.

33 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,  
34 on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

35 THE CITY OF MIDWEST CITY, OKLA-  
36 HOMA

\_\_\_\_\_  
MATTHEW D. DUKES II, Mayor

ATTEST:

\_\_\_\_\_  
SARA HANCOCK, City Clerk

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
DONALD MAISCH, City Attorney

EXHIBIT A

1

THE CITY OF MIDWEST CITY  
PLANNED UNIT DEVELOPMENT  
AMENDMENT

MASTER DESIGN STATEMENT FOR

**8713 East Main St.**

**April 24, 2024**

PREPARED BY:

Farallon Properties, LLC  
1603 Glenbrook Ter  
Oklahoma City, OK 73116  
601-946-1676 Phone  
[jgridgway@farallonresources.com](mailto:jgridgway@farallonresources.com)

EXHIBIT A

2

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EXHIBIT A

3

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<b>PLATTING REGULATIONS</b>	<b>9.4</b>
<b>DUMPSTER REGULATIONS</b>	<b>9.5</b>
<b>ACCESS REGULATIONS</b>	<b>9.6</b>
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## EXHIBIT A

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### **1.0 INTRODUCTION**

The Planned Unit Development is located within Section Thirty-Five, Township Twelve North, Range Two West the Indian Meridian (I.M.), Oklahoma County, Oklahoma, consisting of 3.97 acres.

### **2.0 LEGAL DESCRIPTION**

The legal description of the property is described in attached Exhibit "A", which is made a part of this design statement.

### **3.0 OWNER/DEVELOPER**

The property described in Section 2.0 is currently under contract to be sold to Farallon Properties, LLC. Patriot Assets, LLC is the current owner and Farallon Properties, LLC is the buyer/developer submitting the proposal to amend the current Planned Unit Development.

### **4.0 SITE AND SURROUNDING AREA**

#### **4.1 ZONING**

The subject property at 8713 E. Main St. is currently zoned as PC-2087 C-4 (PUD). Surrounding properties are zoned and used for:

North: R-6

East: R-6

South: R-HD SUP West:

R-6 and R-6 SUP

The relationship between the proposed use of this parcel and the above adjoining land uses is compatible. The proposed use of this property is in harmony with the surrounding zoning.

### **5.0 PHYSICAL CHARACTERISTICS**

The property is currently developed and was the former Moose Lodge.

### **6.0 CONCEPT**

The concept for amending this PUD is to repurpose the existing building and amend the use to allow for self-storage. The outdoor area North, South and East is planned for additional buildings built specifically for self-storage.

### **7.0 SERVICE AVAILABILITY**

4

**7.1 STREETS**

This site is located on E. Main St. and Moose St. in Midwest City.

**7.2 SANITARY SEWER**

Public sanitary sewer facilities for this property are available.

**7.3 WATER**

Public water facilities for this property are available.

**7.4 FIRE PROTECTION**

Police and Fire protection are available from Midwest City. Additionally, the building is sprinkled.

**7.5 GAS, ELECTRICAL AND TELEPHONE SERVICES**

Gas, electrical, and telephone services serve several developments in the area of this Planned Unit Development and have lines adjacent to the subject property. Proper coordination with the various utility companies will be made in conjunction with this Development.

**7.6 PUBLIC TRANSPORTATION**

Public Transportation is currently unavailable adjacent to this site.

**7.7 DRAINAGE**

Development of this parcel will comply with the requirements of the Midwest City Municipal Code, 2020, as amended.

**7.8 COMPREHENSIVE PLAN**

The uses proposed in this amended Planned Unit Development are consistent and compatible with the surrounding zoning and the Midwest City Comprehensive Plan. The Comprehensive Plan states that “office uses . . . adjacent to residential uses create positive relationships in terms of compatibility; these are considered lower intensity land uses.” The Comprehensive Plan also mentions that “many techniques, including buffering, screening, and landscaping . . . can be implemented through zoning and subdivision

regulation that would help increase compatibility between different land uses.” Therefore, the proposed land use would be consistent with the Comprehensive Plan and would be compatible with the surrounding area.

## 8.0 SPECIAL DEVELOPMENT REGULATIONS

The following Zoning Regulations and/or limitations are placed upon the development of the amended PUD. Planning and zoning regulations will be those, which are in effect at the time of development of this planned unit development. Development is when a permit is issued for any construction or addition to any structure on a development tract. Certain zoning districts are referred to as a part of the Zoning Regulations of this PUD. For purposes of interpretation of these Zoning Regulations, the operative and controlling language and regulations of such zoning districts shall be the language and regulations applicable to the referenced zoning districts as contained in the Midwest City Municipal Code as such exists at the time of development of this amended PUD. In the event of conflict between provisions of this amended PUD and any of the provisions of the Midwest City Municipal Code, as amended (Code), in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this PUD, the provisions of the code shall prevail and be controlling; provided however, that in the event of a conflict between the Zoning Regulations specifically negotiated as a part of this amended PUD and the provisions of the Code in effect at the time a permit is applied for with respect to any lot, block, tract and/ or parcel of land subject to this planned unit development, such Zoning Regulations of this amended PUD shall prevail and be controlling.

## 8.1 USE AND DEVELOPMENT REGULATIONS

This planned unit development shall consist of the subject property in its entirety. The use and development regulations of **C-4 General Commercial District** shall govern the property in its entirety of this amended PUD, except as herein modified.

The following uses shall remain expressly permitted within this PUD:

- (4.3.1) Public Service or Utility: Light
- (4.3.2) Public Service or Utility: Moderate
- (4.3.6) Low Impact Institutional: Neighborhood Related
- (4.3.9) Cultural Exhibits
- (4.3.10) Library Services and Community Centers
- (4.3.11) Community Recreation: Restricted (4.3.12)
- Community Recreation: General
- (4.3.13) Community Recreation: Property Owners' Association
- (4.4.1) Administrative and Professional Office
- (4.4.6) Animals: Grooming and Sales



## EXHIBIT A

7

- (4.4.8) Animal Sales and Services: Kennels and Veterinary, Restricted
- (4.4.10) Automotive Equipment: Light
- (4.4.14) Automotive and Equipment: Storage
- (4.4.15) Building Maintenance Services
- (4.4.16) Business Support Services
- (4.4.18) Communications Services: Limited
- (4.4.20) Construction Sales and Services
- (4.4.21) Convenience Sales and Personal Services
- (4.4.29) Food and Beverage Retail Sales
- (4.4.38) Laundry Services
- (4.4.40) Medical Services: Restricted
- (4.4.41) Medical Services: General
- (4.4.42) Participant Recreation and Entertainment: Indoor Permitted
- (4.4.45) Personal Services: Restricted
- (4.4.46) Personal Services: General
- (4.4.47) Personal Storage
- (4.4.48) Repair Services: Consumer
- (4.4.49) Research Services
- (4.4.50) Retail Sales and Services: General
- (4.4.58) Off-Street Parking: Accessory Parking
- (4.4.60) Off-Street Parking: Personal Vehicle Storage
- (4.5.1) Custom Manufacturing
- (4.5.2) Light Industrial: Restricted (This use unit is further limited to prohibit any marijuana uses)
- (4.5.8) Wholesaling, Storage and Distribution: Restricted

### **9.0 SPECIAL CONDITIONS**

The following special conditions shall remain part of this PUD:

#### **9.1 FAÇADE REGULATIONS**

Pursuant to the base zoning district.

#### **9.2 LANDSCAPING REGULATIONS**

The subject parcel shall meet all requirements of Midwest City's Landscaping Ordinance in place at the time of development, except as modified herein.

#### **9.3 SCREENING REGULATIONS**

## EXHIBIT A

8

The base zoning district shall regulate the screening requirements. The outdoor storage shall be required to provide sight proof screening.

### **9.4 PLATTING REGULATIONS**

Platting shall be required within this PUD.

### **9.5 DUMPSTER REGULATIONS**

The base zoning district shall regulate the dumpster requirements.

### **9.6 ACCESS REGULATIONS**

Access to the subject site shall be from E. Main St. and Moose St.

## **7. SIGNAGE REGULATIONS**

### **7.1. FREESTANDING ACCESSORY SIGNS**

Freestanding Accessory signs will be in accordance with the base zoning district regulations.

### **7.2. ATTACHED SIGNS**

Attached signs will be in accordance with the base zoning district regulations.

### **7.3. NON-ACCESSORY SIGNS**

Non-Accessory signs shall be prohibited within this PUD.

### **7.4. ELECTRONIC MESSAGE DISPLAY SIGNS**

Electronic Message Display signs shall be prohibited within this PUD.

### **9.8 LIGHTING REGULATIONS**

The site lighting in this PUD shall be in accordance with Appendix A, Section 5.11, of the Midwest City Municipal Code, 2020, as amended.

### **9.9 ROOFING REGULATIONS**

## EXHIBIT A

9

All structures within this PUD shall adhere to all municipal regulations as it relates to roofing materials.

### **9.10 SETBACK REGULATIONS**

The base zoning district regulations shall regulate setbacks of structures in this PUD.

### **9.11 HEIGHT REGULATIONS**

The base zoning district of each respective tract shall regulate the height requirements.

### **12. PARKING REGULATIONS**

The design and number of all parking facilities in this PUD shall be in accordance with Appendix A, Section 5.3 of the Midwest City Municipal Code, 2020, as amended.

### **9.13 SIDEWALK REGULATIONS**

This PUD shall adhere to all municipal sidewalk requirements.

### **10.0 EXHIBITS**

Exhibit A: Legal Description

Exhibit B: Conceptual Master Development Plans

**Exhibit B: Conceptual Master Development Plans**

**ZONE C-4**  
**PROPOSED BUILDING USE**  
 20,408 SF OF REMODELED  
 CONDITIONED STORAGE

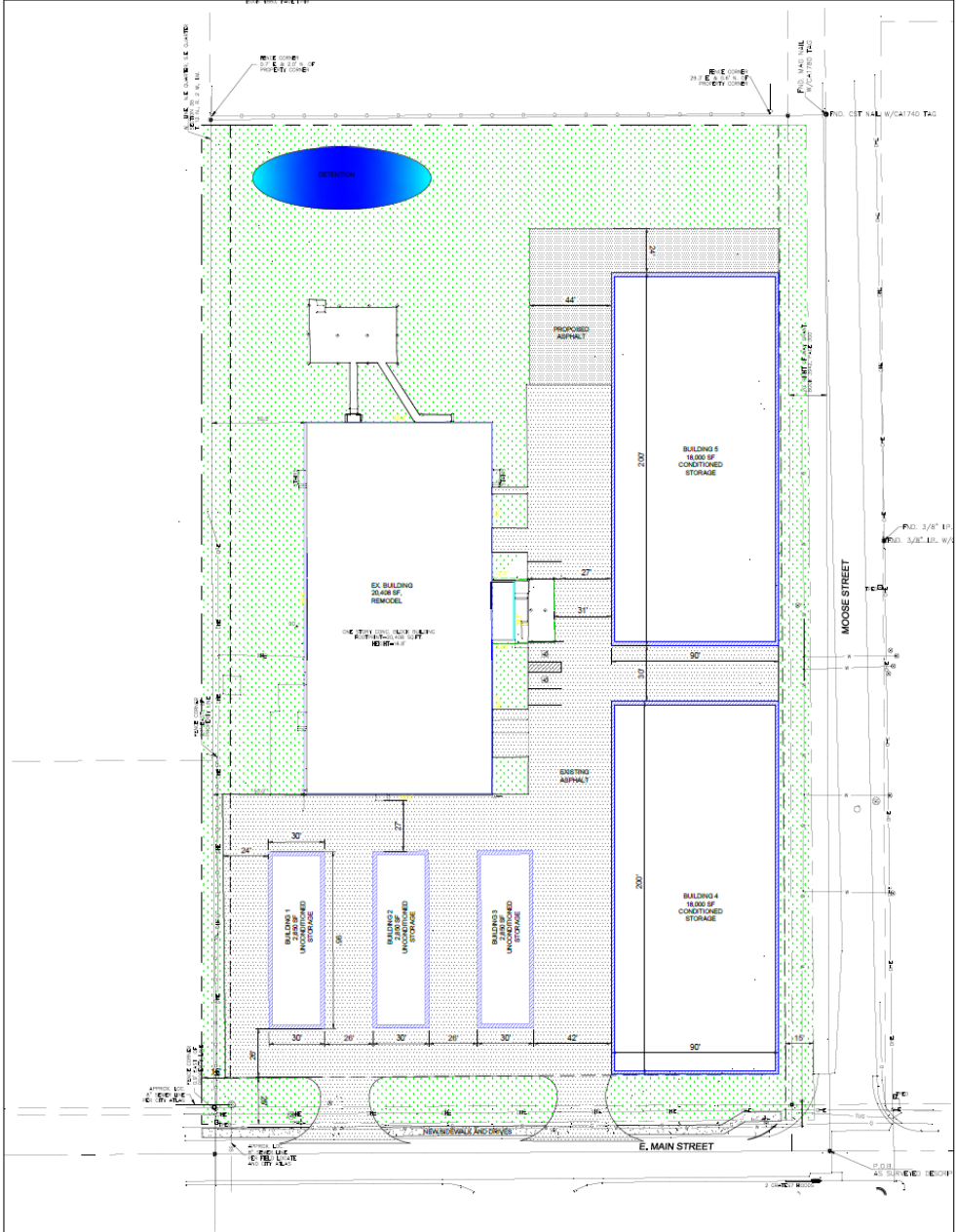
**8,550 UNCONDITIONED STORAGE**

**36,000 SF OF CONDITIONED STORAGE UNITS**

**SETBACKS**  
 FRONT: 25'  
 SIDE: 15'  
 REAR: 0'  
 REAR WITH ALLEY: 30'

**LANDSCAPE BUFFER**  
 10'

**PROPOSED LEGEND**  
 - - - - - PROPERTY LINE  
 - - - - - SETBACK



**CK**

CK CIVIL ENGINEERING, LLC  
 121 PARKWOOD ST., #1,  
 SUITE C,  
 LOWELL, AR 72745  
 479-200-5342

**CONCEPT**

ISSUE DATE: 4/23/2024

**MIDWEST CITY STORAGE**  
 8713 E MAIN ST  
 MIDWEST CITY, OK 73130

CONCEPT

**C000**



NEW BUSINESS/  
PUBLIC DISCUSSION





EXECUTIVE SESSION





**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
[tlyon@midwestcityok.org](mailto:tlyon@midwestcityok.org)  
Office: 405.739.1201  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Tim Lyon, City Manager

DATE: June 25, 2024

SUBJECT: Discussion, consideration, and possible action to 1) entering into executive session, as allowed under Title 25 Section 307 (B)(3) to discuss confidential communications concerning the purchase or appraisal of real property regarding Sooner Town Center and 2) authorizing the City Manager to take action as appropriate based on discussion.

---

Appropriate information will be dispersed during executive session.

  
\_\_\_\_\_  
Tim L. Lyon, City Manager



DISCUSSION ITEMS







**City Attorney, Donald D. Maisch**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
DMaisch@midwestcityok.org  
Office: 405.739.1203  
[www.midwestcityok.org](http://www.midwestcityok.org)

**MEMORANDUM**

To: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: June 25, 2024

RE: Discussion, consideration, and possible action of approving an Ancillary Agreement with Sooner Town Center, LLC and Sooner Town Center II, LLC. (D. Maisch – City Attorney).

---

Due to the loss of Dick's Sporting Goods, Sooner Town Center II is experiencing issues concerning the loan with First National Bank. Through this Ancillary Agreement, Sooner Town Center will assist Sooner Town Center, II with making the payments on the loan. This cost will be born equally between Sooner Town Center and the City of Midwest City.

The Ancillary Agreement specifies that a \$380,000 transfer will occur for calendar year 2024 and a \$390,000 transfer will occur for calendar year 2025, if the bank only requires interest payments to be made. If the bank requires principle to be paid, then these numbers could increase to nor more than \$590,000 for calendar year 2024 and \$700,000 for calendar year 2025. Then the Ancillary Agreement will be evaluated to determine if it will need to continue.

This is a short term agreement just to assist Sooner Town Center II until Dick's can be re-leased.

Respectfully submitted,

Donald D. Maisch  
City Attorney

**ANCILLARY AGREEMENT**  
**between**  
**SOONER TOWN CENTER, LLC,**  
**SOONER TOWN CENTER II, LLC,**  
**THE MIDWEST CITY MUNICIPAL HOSPITAL AUTHORITY,**  
**And**  
**THE CITY OF MIDWEST CITY**

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**THIS ANCILLARY AGREEMENT** (hereinafter referred to as “**Agreement**”) is entered into by and among: Sooner Town Center, LLC, a corporation doing business in the State of Oklahoma (hereinafter referred to as “**STC**”); Sooner Town Center II, LLC, a corporation doing business in the State of Oklahoma (hereinafter referred to as “**STC II**”); The Midwest City Memorial Hospital Authority, a public trust, established pursuant to the laws of the State of Oklahoma (hereinafter referred to as “**Authority**”); and The City of Midwest City, a municipal corporation (hereinafter referred to as “**City**”) (all four (4) together referred to as “**Parties**”), and is effective upon the date of execution by the last party hereto.

**WITNESSETH:**

**WHEREAS, STC** and the **City** entered into an Amended Midwest City Downtown Redevelopment Agreement on or about January 18, 2005. The Amended Midwest City Downtown Redevelopment Agreement remains in full force and effect to this day; and

**WHEREAS,** one provision of the Amended Midwest City Downtown Redevelopment Agreement is the calculation and payment of Participation Rent by **STC** to the **City**; and

**WHEREAS, STC II** and FNB Community Bank entered into a Loan Agreement on or about September 18, 2012 whereby FNB Community Bank loaned **STC II** the amount of \$9,136,970.00 for upgrades to certain property located in Midwest City, Oklahoma; and

**WHEREAS,** the **Authority** is the landlord of the property where the upgrades to the property that was the subject of the September 18, 2012 loan. The **Authority** signed a Ratification by Hospital Trust on September 18, 2012 consenting to the Loan Agreement; and

**WHEREAS,** upgrades to the property included improvements to allow Dick’s Sporting Goods to open a store at the location of the property that is the subject of the loan; and

**WHEREAS,** on or about January 1, 2023, Dick’s Sporting Goods closed its store at the location of the property that was used as collateral for the loan; and

**WHEREAS,** since the closing of the Dick’s Sporting Goods store, the site has remained vacant; and

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**WHEREAS**, due to the vacancy of the Dick’s Sporting Goods location, the rent anticipated to be received by **STC II** which would be used for the repayment of the loan has not been available; and

**WHEREAS**, due to the loss of rent due to the closing of the Dick’s Sporting Goods store, operating revenue for **STC II** has been reduced causing issues with the repayment of the loan by **STC II** to FNB Community Bank; and

**WHEREAS**, due to the loss of operating revenue by **STC II**, the **Parties** have reached the following agreement; and

**NOW, THEREFORE**, for and in consideration of the above premises and mutual covenants as set forth herein, **STC, STC II, the City, and the Authority** hereby agree as follows:

**1. AGREEMENT**

A. **STC** agrees to making cash transfers to **STC II** to cover any excess expenses over available cash (Operating Deficit) required to maintain and operate the project until the Dick’s Sporting Goods location is leased and new tenants are paying rent in accordance with said lease(s).

B. The cash transfers to fund the Operating Deficit shall be considered an adjustment to operating expenses by **STC** and done prior to the calculation of Participation Rent between **STC** and the **City**.

C. The cash transfers shall be equivalent to the Cash Operating Deficits which are estimated to be in the following amounts for the following years:

- i. For the remainder of calendar year 2024, the cash transfer is estimated to be three hundred and eighty thousand dollars (\$380,000.00); and

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ii. For calendar year 2025, the cash transfer is estimated to be three hundred and ninety thousand dollars (\$390,000.00).

D. The amounts estimated in Paragraph C above shall not exceed five hundred and thirty thousand dollars (\$530,000.00) for calendar year 2024 and seven hundred thousand dollars (\$700,000.00) for calendar year 2025.

**2. COMMENCEMENT AND DURATION OF ANCILLARY AGREEMENT**

A. This **Agreement** shall commence on May 1, 2024.

B. This **Agreement** shall remain in effect until December 31, 2025.

C. This **Agreement** may be extended by mutual agreement of the **Parties**, in writing, signed and executed by all parties.

**3. TERMINATION**

This **Agreement** may be terminated by written agreement of the **Parties**, if the former Dick's Sporting Goods store location is no longer vacant and is occupied.

**4. NOTICES**

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

The City of Midwest City, City Clerk/Secretary for the Midwest City  
Memorial Hospital Authority  
100 N. Midwest Boulevard  
Midwest City, OK 73110

And

City Manager for the City of Midwest City/  
General Manager for the Midwest City Municipal Hospital Authority

**ANCILLARY AGREEMENT**  
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**And**  
**THE CITY OF MIDWEST CITY**

---

100 N. Midwest Boulevard  
Midwest City, OK 73110

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

Collett & Associates  
P.O. Box 36799  
Charlotte, NC 28236-6799

And

Robert Collett  
Manager of STC and STC II for  
Collette & Associates PO Box 9119  
Morganton , NC 28680.

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

**5. ABIDES BY LAW**

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

**6. ASSIGNMENT AND SUBLEASE**

**STC and STC II** may not assign or sublease its interest under this **Agreement** without the prior written consent of the **City and Authority**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the

**ANCILLARY AGREEMENT**  
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And  
**THE CITY OF MIDWEST CITY**

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STC and STC II and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this Agreement and upon approval of such sublease by City and Authority. The City and Authority may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of City or Authority. Upon approval of such assignment or sublease, STC and STC II will not be relieved of future performance, liabilities, and obligations under this Agreement. City and Authority shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by STC and STC II within forty-five (45) days after the entering into of same.

**7. COMPLETE AGREEMENT AND AMENDMENT**

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

**8. TIME OF ESSENCE**

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

**9. MULTIPLE ORIGINALS**

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

**10. ANTI-COLLUSION**

STC and STC II agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the City or Authority as to the terms or conditions of this Agreement, and has not and will not exchange, give or donate money or other

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things of value for special consideration to any officials, trustees, or employees of the **City or Authority**, either directly or indirectly, in procuring and execution of this **Agreement**.

**11. BREACH AND DEFAULT**

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

**12. THIRD PARTY BENEFICIARIES**

All **Parties** expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of **STC and STC II, the City and Authority**, and none of the provisions hereof are intended to benefit any third parties.

**13. VENUE AND CHOICE OF LAW**

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

**14. DISPUTE RESOLUTION**

Any **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term



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of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the **Parties** will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

**15. VALIDITY**

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

**16. NO WAIVER**

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this



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**Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

**17. AMENDMENT**

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by all **Parties**. The **City** hereby delegates to the City Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%). The **Authority** hereby delegates to the General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

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

Sooner Town Center, LLC: Robert C. Collett

Name: Robert C. Collett

Title: manager

Sooner Town Center II, LLC: Robert C. Collett

Name: Robert C. Collett

Title: manager

*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]*

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**APPROVED** by the Council and **SIGNED** by the Mayor of The City of Midwest City  
this \_\_\_\_ day of \_\_\_\_\_, 2024.

**THE CITY OF MIDWEST CITY**

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**MATTHEW D. DUKES, II**  
**MAYOR**

---

SARA HANCOCK, CITY CLERK

**REVIEWED** for form and legality.

---

DONALD D. MAISCH, CITY ATTORNEY

**ANCILLARY AGREEMENT**  
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---

**APPROVED** by the Trustees and **SIGNED** by the Chair of The Midwest City Memorial Hospital Authority this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**MIDWEST CITY MEMORIAL HOSPITAL  
AUTHORITY**

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**MATTHEW D. DUKES, II**  
**CHAIR**

---

**SARA HANCOCK, SECRETARY**

**REVIEWED** for form and legality.

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**DONALD D. MAISCH, ATTORNEY**



FURTHER INFORMATION



# MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

May 7<sup>th</sup>, 2024 - 5:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the City Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on May 7<sup>th</sup>, 2024 at 5:00 p.m., with the following members present:

Commissioners present: Russell Smith  
Jess Huskey  
Dean Hinton  
Jim Smith  
Dee Collins  
Rick Rice  
Rick Dawkins

Commissioners absent: None

Staff present: Matthew Summers, Planning and Zoning Director  
Emily Richey, Current Planning Manager  
Tami Anderson, Administrative Assistant  
Cameron Veal, Associate Current Planner  
Patrick Menefee, City Engineer  
Don Maisch, City Attorney

## A. CALL TO ORDER

The meeting was called to order by Chairperson R. Smith at 5:00 p.m.

## B. MINUTES

1. A motion was made by Jay Dee Collins seconded by Jim Smith, to approve the minutes of the April 2, 2024 Planning Commission meeting as presented.  
Voting aye: R. Smith, Huskey, Hinton, J. Smith, Collins, R. Rice and R. Dawkins.  
Nay: none. Motion carried.

## C. NEW MATTERS

1. (PC-2172) Public hearing, discussion, consideration, and possible action of a resolution to amend the Comprehensive Plan from Single-Family Detached Residential Land Use to Medium Density Residential Land Use; and an ordinance to redistrict from Single-Family Detached Residential District ("R-6") to Medium Density Residential District ("R-MD"), for the property described as a part of the Northwest Quarter (NW/4) of Section One (1), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 500 Davidson Rd., Midwest City.

Emily Richey presented the staff report for this application to the Commission. There was general discussion amongst the Commission.

The applicant, John Doyle (Cedar Creek Engineering) -11912 N Penn was present and addressed the Commission.

May 7, 2024

There were public statements from multiple citizens addressing the Commission in protest of this item.

- a. Edward Williams – 9400 Emily Lane, expressed disapproval for this item due to the strain it would put on public service, schools, etc. Development of this type would also have a negative impact on the community, lowering property value, lowering quality of life, and increasing noise. There were also concerns about the ecological impacts of the potential development, as well as concerns about stormwater mitigation that currently exist that could worsen with the development that was suggested. Voting against this item would help to preserve the current nature and stability of the neighborhood.
- b. John Dunham – 9213 Forest Cove Circle, a 16-year resident of the area, expressed concerns about the increase in traffic on Reno Ave that would come from the proposed development. Davidson was mentioned as a street of concern as well due to its narrow streets and the increased traffic that would come from residence in the new development and from delivery services (Amazon, FedEx, UberEATS, etc.). There is also an assisted living home nearby that would be affected by development. Overall, the development would affect the neighborhood in a negative way.
- c. Wayne Weston – 9332 Emily Lane, lives adjacent to where the development will be. He mentioned concerns about the drainage pond that already overflows near him. He does not want those issues to become worse with the new development. He also mentioned privacy issues that could arise with quad-plex's rising about the fence line.
- d. Tom Ward – 603 S Davidson Road, voiced concerns about traffic and stated that his mailbox has already been knocked down on multiple occasions due to narrow streets and excessive traffic.
- e. Doug Severt – 9217 Cassidy Court, mentioned that the drainage and stormwater infrastructure was already at capacity and would be overwhelmed by new development.
- f. Aubrey Williams – 9400 Emily Lane, shared that there are many different types of distinguished people (doctors, retired veterans, etc.) who chose to live in their community because of its quality. The Comprehensive Plan that has been set in place has allowed this to happen and should not be amended in this case. The Comprehensive Plan protects the integrity and character of the neighborhood and continues to make it attractive for current and future residents.
- g. Sherry Scott – 512 S Davidson Road, family has owned their land for 75 years. Traffic could be a hazard; narrow roads have caused their driveway to be blocked in the past.

A motion was made by Jess Huskey, seconded by Jim Smith to recommend denial of this item.

Voting aye R. Smith, Huskey, Hinton, J. Smith, Collins, R. Rice and R. Dawkins.

Nay: None. Motion Carried.

2. (PC-2174) Public hearing, discussion, consideration, and possible action for approval of the Preliminary Plat of Dentistry by Design for the property described as a part of the North Half (N/2) of the Southwest Quarter (SW/4) of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian also addressed as 2500 S. Douglas Blvd., Midwest City, OK 73130.

The applicant was not present and staff informed the Commission that they were requesting a continuance.

A motion was made by Jess Huskey, seconded by Rick Rice to recommend a continuance for this item.

May 7, 2024

Voting aye R. Smith, Huskey, Hinton, J. Smith, Collins, R. Rice and R, Dawkins.

Nay: None. Motion Carried.

3. (PC-2175) Public hearing, discussion, consideration, and possible action of a resolution to amend the Comprehensive Plan from Medium Density Residential Land Use to Office/Retail Land Use; and an ordinance to redistrict from Single-Family Detached Residential District (“R-6”) to General Office District (“O-2”), for the property described as a part of the Northwest Quarter (NW/4) of Section One (1), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 9220 E. Reno Ave., Midwest City.

Cameron Veal presented the staff report to the Planning Commission. There was general discussion amongst the Commission.

The applicant, Cyrus Valanejad – 9260 Lane Dr. was present and addressed the Commission. Applicant noted that demolition had already occurred on the property.

A motion was made by Jim Smith, seconded by Rick Rice to recommend approval of this item.

Voting aye R. Smith, Huskey, Hinton, J. Smith, Collins, R. Rice and R, Dawkins.

Nay: None. Motion Carried.

4. (PC-2176) Public hearing, discussion, consideration, and possible action for a Special Use Permit (SUP) to allow “*Low Impact Institutional: Neighborhood Related*” in the (R-6) Single-Family Detached Residential District for the property described as a part of the Northwest Quarter (NW/4) of Section Twenty-Six (26), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 8100 NE 23rd St.

Emily Richey presented the staff report to the Planning Commission. There was general discussion amongst the Commission.

The applicant, Pastor Howard Walker – 3701 Sun Valley Lane, was present and addressed the Commission. He informed them that he planned on continuing to use the existing structure as a church. He also inquired as to if/when the sewer line on that street would be extended.

Aurielia Magerus – 2117 Flannery Drive, spoke in protest of the Special Use Permit

A motion was made by Rick Rice, seconded by Rick Dawkins to recommend approval of this item.

Voting aye R. Smith, Huskey, Hinton, J. Smith, Collins, R. Rice and R, Dawkins.

Nay: None. Motion Carried.

5. (PC-2168) Public hearing, discussion, consideration, and possible action of a resolution to amend the Comprehensive Plan to maintain Office/Retail Land Use and to add High Density Residential Land Use; and an ordinance to redistrict from Community Commercial District (“C-3”) to Planned Unit Development (“PUD”), for the property described as:

Parcel 1- Blocks five (5), six (6), seven (7), and eight (8) in Heritage Park Mall, a re-subdivision of Blocks 3, 4, and 5 of Miracle Mile Addition, an addition to Midwest City, Oklahoma County, Oklahoma, as shown by the recorded plat thereof, also addressed as 6707 E. Reno Ave., Midwest City, OK and;

Parcel 2- Lot three (3) in Heritage Park Mall, a re-subdivision of Blocks 3, 4, and 5 Miracle Mile Addition to Midwest City, Oklahoma County, Oklahoma, according to the recorded plat thereof, also addressed as 6707 E. Reno Ave., Midwest City, OK.



Matt Summers informed the Commission that the applicant has requested their application be continued. There was general discussion amongst the Commission.

The applicant's attorney, Kelly Ward – 105 N Hudson, was present and asked for a continuance to the Planning Commission meeting scheduled for July 2, 2024 to submit revised designs.

Commissioner Rick Rice asked staff if they were willing to table this item. Don Maisch, City Attorney, said yes.

Kay Carroll – 108 S. Bell Drive, spoke in protest of the development, stating that the adjacent neighborhoods would be impacted negatively by the plans that were presented previously. Also mentioned noise and traffic concerns

Jo Ray - 3001 N. Idylwild Dr, spoke in opposition stated that the area is currently an eyesore and that she would like development that the city would benefit from,

Alexandria Mu El – Digital Dynasty, informed staff and public that there would be plans to put housing for elderly and disabled on the site; plans on developing the area in a way that does have a positive impact. Plans were not shared prior due to a request from her to staff for confidentiality.

A motion was made by Jess Huskey, seconded by Jim Smith to approve a continuance of this item.  
Voting aye R. Smith, Huskey, Hinton, J. Smith, Collins, R. Rice and R, Dawkins.  
Nay: None. Motion Carried.

**D. COMMISSION DISCUSSION:**

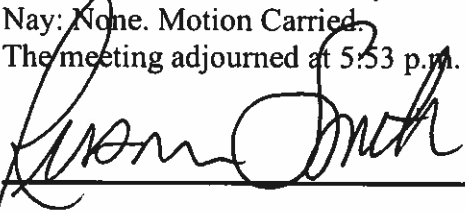
**E. PUBLIC DISCUSSION:**

**F. FURTHER INFORMATION:**

Next Planning Commission Meeting – June 4, 2024 at 5:00pm

**G. ADJOURNMENT:**

A motion to adjourn was made by Jess Huskey, Seconded by Rick Rice.  
Voting aye: R. Smith, Huskey, Hinton, J. Smith, Collins, R. Rice and R, Dawkins.  
Nay: None. Motion Carried.  
The meeting adjourned at 5:53 p.m.



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Chairman Russell Smith



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

TO: Honorable Mayor and City Council  
FROM: Tiatia Cromar, Finance Director/ City Treasurer  
DATE: June 25, 2024  
SUBJECT: Review of the City Manager's Report for the month of May 2024.

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

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

Capital Outlay <\$450,222>

**G.O. Debt Services (350)** decreased due to the following activities:

Series 2019A interest payment	<\$228,375>
Series 2019A principal payment	<\$725,000>
Series 2020A interest payment	<\$69,438>
Series 2020A principal payment	<\$275,000>
Series 2021A interest payment	<\$89,950>
Series 2021A principal payment	<\$375,000>

**MWC Hospital Authority (425)** activities for May:

Compounded Principal (9010) - unrealized gain on investment	\$2,931,017
Discretionary (9050) - unrealized gain on investment	\$1,435,808
In lieu of / ROR/ Misc. (9060) – capital outlay payments	<\$281,662>

*Tiatia Cromar*

Tiatia Cromar  
Finance Director/ City Treasurer

City of Midwest City  
Financial Summary by Fund  
for Period Ending May, 2024  
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2023 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	10,502,503	-	7,097,989	5,699,203	(2,294,689)	3,404,514	10,502,503
10	GENERAL	14,715,214	(153,778)	15,529,517	42,466,236	(43,434,317)	(968,081)	14,561,436
13	STREET AND ALLEY FUND	1,877,706	-	1,905,998	617,823	(646,115)	(28,291)	1,877,706
14	TECHNOLOGY FUND	708,745	-	724,414	285,710	(301,379)	(15,669)	708,745
15	STREET LIGHT FEE	939,895	-	1,171,042	580,105	(811,251)	(231,146)	939,895
16	REIMBURSED PROJECTS	1,766,044	(1,600)	1,838,556	1,588,419	(1,662,531)	(74,113)	1,764,443
20	MWC POLICE DEPARTMENT	15,428,921	(4,092)	13,184,653	18,499,849	(16,259,673)	2,240,176	15,424,829
21	POLICE CAPITALIZATION	1,891,500	-	1,514,448	1,694,710	(1,317,659)	377,052	1,891,500
25	JUVENILE FUND	105,518	-	95,468	64,242	(54,192)	10,050	105,518
30	POLICE STATE SEIZURES	122,954	-	109,437	22,819	(9,302)	13,517	122,954
31	SPECIAL POLICE PROJECTS	85,010	-	81,429	7,970	(4,389)	3,581	85,010
34	POLICE LAB FEE FUND	9,354	-	18,545	638	(9,829)	(9,191)	9,354
35	EMPLOYEE ACTIVITY FUND	11,316	-	17,569	11,682	(17,936)	(6,254)	11,316
36	JAIL	236,493	-	181,401	98,207	(43,115)	55,092	236,493
37	POLICE IMPOUND FEE	131,052	-	104,051	37,292	(10,291)	27,000	131,052
40	MWC FIRE DEPARTMENT	10,335,595	(4)	8,860,897	14,260,343	(12,785,649)	1,474,694	10,335,591
41	FIRE CAPITALIZATION	2,740,819	-	2,266,633	719,649	(245,463)	474,186	2,740,819
45	MWC WELCOME CENTER	591,938	-	475,662	199,620	(83,344)	116,276	591,938
46	CONV / VISITORS BUREAU	697,798	-	576,761	362,952	(241,916)	121,037	697,798
60	CAPITAL DRAINAGE IMP	459,604	-	444,840	450,348	(435,584)	14,764	459,604
61	STORM WATER QUALITY	1,639,425	-	1,489,045	783,772	(633,392)	150,380	1,639,425
65	STREET TAX FUND	2,452,065	-	2,397,811	614,712	(560,458)	54,254	2,452,065
70	EMERGENCY OPER FUND	1,611,740	-	1,376,402	860,520	(625,182)	235,339	1,611,740
75	PUBLIC WORKS ADMIN	1,171,951	-	1,052,349	1,246,847	(1,127,245)	119,602	1,171,951
80	INTERSERVICE FUND	508,315	-	632,994	3,047,502	(3,172,181)	(124,679)	508,315
81	SURPLUS PROPERTY	762,402	(592,923)	127,706	77,730	(35,957)	41,773	169,478
115	ACTIVITY FUND	539,177	(3,121)	478,528	303,518	(245,990)	57,527	536,056
123	PARK & RECREATION	2,206,795	(12,764)	2,585,167	1,273,014	(1,664,149)	(391,136)	2,194,031
141	COMM. DEV. BLOCK GRANT	12,652	(6,623)	6,029	727,818	(727,818)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	194,765	-	175,016	99,653	(79,904)	19,749	194,765
143	GRANT FUNDS	88,416	(28,416)	60,000	798,340	(798,340)	-	60,000
157	CAPITAL IMPROVEMENTS	5,719,560	-	3,422,471	3,529,668	(1,232,579)	2,297,089	5,719,560
172	CAP. WATER IMP-WALKER	2,785,580	-	3,517,645	518,994	(1,251,059)	(732,065)	2,785,580

City of Midwest City  
Financial Summary by Fund  
for Period Ending May, 2024

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2023 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
178	CONST LOAN PAYMENT REV	5,227,438	(10,247)	4,618,759	799,048	(200,616)	598,432	5,217,191
184	SEWER BACKUP FUND	77,060	-	78,271	2,789	(4,000)	(1,211)	77,060
186	SEWER CONSTRUCTION	2,941,050	-	8,051,367	1,612,041	(6,722,358)	(5,110,317)	2,941,050
187	UTILITY SERVICES	1,079,600	(924)	845,050	1,242,371	(1,008,745)	233,627	1,078,676
188	CAP. SEWER IMP.-STROTH	2,287,083	-	1,783,408	801,309	(297,634)	503,675	2,287,083
189	UTILITIES CAPITAL OUTLAY	3,093,514	(133,509)	2,649,282	708,491	(397,768)	310,723	2,960,005
190	MWC SANITATION DEPARTMENT	7,250,364	-	6,092,220	8,302,043	(7,143,899)	1,158,143	7,250,364
191	MWC WATER DEPARTMENT	4,928,756	-	4,750,723	7,231,631	(7,053,598)	178,033	4,928,756
192	MWC SEWER DEPARTMENT	6,566,728	(170)	5,573,077	8,068,072	(7,074,591)	993,481	6,566,558
193	MWC UTILITIES AUTHORITY	1,339,487	-	1,035,593	304,417	(523)	303,894	1,339,487
194	DOWNTOWN REDEVELOPMENT	504,827	(1,172)	470,038	52,893	(19,275)	33,618	503,656
195	HOTEL/CONFERENCE CENTER	627,473	(1,229,925)	(772,157)	3,687,682	(3,517,977)	169,705	(602,452)
196	HOTEL 4% FF&E	854,218	-	721,137	170,492	(37,411)	133,081	854,218
197	JOHN CONRAD REGIONAL GOLF	1,148,919	(10,787)	657,214	1,773,406	(1,292,488)	480,918	1,138,132
201	URBAN RENEWAL AUTHORITY	163,363	-	98,591	64,772	-	64,772	163,363
202	RISK MANAGEMENT	1,345,589	(37)	881,634	2,115,894	(1,651,975)	463,919	1,345,553
204	WORKERS COMP	3,513,017	-	4,211,806	923,329	(1,622,118)	(698,789)	3,513,017
220	ANIMALS BEST FRIEND	123,621	(2,000)	73,232	105,058	(56,669)	48,389	121,621
225	HOTEL MOTEL FUND	-	-	-	606,604	(606,604)	-	-
230	CUSTOMER DEPOSITS	1,538,208	(1,538,208)	-	54,147	(54,147)	-	-
235	MUNICIPAL COURT	77,202	(77,202)	-	3,180	(3,180)	-	-
240	L & H BENEFITS	2,666,022	(56,688)	2,570,990	9,392,721	(9,354,377)	38,345	2,609,334
250	CAPITAL IMP REV BOND	1,525,108	(28,888,904)	(35,692,983)	18,685,807	(10,356,620)	8,329,187	(27,363,796)
269	2002 G.O. STREET BOND	48,039	-	191,585	2,936	(146,482)	(143,546)	48,039
270	2018 ELECTION G.O. BOND	5,605,460	-	8,421,966	372,723	(3,189,230)	(2,816,507)	5,605,460
271	2018 G.O. BONDS PROPRIETARY	429,406	(121,172)	314,522	15,034	(21,321)	(6,287)	308,235
272	2022 ISSUE G.O. BOND	1,077,638	(35,000)	2,513,068	45,727	(1,516,156)	(1,470,429)	1,042,638
310	DISASTER RELIEF	8,063,253	(196,589)	7,293,918	853,517	(280,772)	572,745	7,866,663
340	REVENUE BOND SINKING FUND	-	-	-	3,962,855	(3,962,855)	-	-
350	G. O. DEBT SERVICES	2,875,304	(14,576)	2,981,462	4,043,482	(4,164,216)	(120,734)	2,860,728
352	SOONER ROSE TIF	1,803,334	-	1,099,602	1,073,998	(370,266)	703,732	1,803,334
353	ECONOMIC DEV AUTHORITY	60,038,735	(50,501,424)	9,418,940	1,644,209	(1,525,838)	118,371	9,537,311
354	NORTHSIDE TIF	275,838	(267,076)	-	8,762	-	8,762	8,762
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	121,557,225	(18,998)	111,301,846	13,039,709	(2,803,327)	10,236,382	121,538,227
425-9050	MWC HOSP AUTH-DISCRETIONARY	28,598,734	(8,389)	22,013,675	7,527,192	(950,521)	6,576,671	28,590,346
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	10,731,585	(30,113)	10,858,612	1,027,680	(1,184,820)	(157,140)	10,701,472
425-9080	MWC HOSP AUTH GRANTS	180,068	-	93,916	606,794	(520,642)	86,152	180,068
	<b>TOTAL</b>	<b>373,214,082</b>	<b>(83,946,428)</b>	<b>258,720,835</b>	<b>202,482,717</b>	<b>(171,935,896)</b>	<b>30,546,821</b>	<b>289,267,656</b>



**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:** June 25, 2024

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

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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 May 2024, which is the eleventh (11) period of FY 2023/2024.

Troy Bradley, Human Resources Director

<b>FISCAL YEAR 2023-2024</b>	<b>Jul-23</b>	<b>Aug-23</b>	<b>Sep-23</b>	<b>Oct-23</b>	<b>Nov-23</b>	<b>Dec-23</b>	<b>Jan-24</b>	<b>Feb-24</b>	<b>Mar-24</b>	<b>Apr-24</b>	<b>May-24</b>	<b>Jun-24</b>
<b>PLAN INCOME</b>												
Projected Budgeted (MTD)	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962
Actual (MTD)	842,448	830,192	859,381	837,643	1,121,966	605,683	925,894	819,806	872,511	868,550	872,489	
Projected Budgeted (YTD)	908,962	1,817,924	2,726,886	3,635,848	4,544,810	5,453,772	6,362,734	7,271,696	8,180,658	9,089,620	9,998,582	10,907,544
Actual (YTD)	842,448	1,672,640	2,532,021	3,369,664	4,491,630	5,097,313	6,023,207	6,843,013	7,715,524	8,584,074	9,456,563	
<b>PLAN CLAIMS/ADMIN COSTS</b>	<b>Jul-23</b>	<b>Aug-23</b>	<b>Sep-23</b>	<b>Oct-23</b>	<b>Nov-23</b>	<b>Dec-23</b>	<b>Jan-24</b>	<b>Feb-24</b>	<b>Mar-24</b>	<b>Apr-24</b>	<b>May-24</b>	<b>Jun-24</b>
Projected Budgeted (MTD)	1,006,148	804,918	804,918	1,006,148	804,918	804,918	1,006,148	804,918	804,918	1,006,148	804,918	804,918
Actual (MTD)	955,777	772,922	874,065	858,857	1,012,243	778,430	1,122,190	803,629	753,491	849,456	802,326	
Projected Budgeted (YTD)	1,006,148	1,811,066	2,615,984	3,622,132	4,427,050	5,231,968	6,238,116	7,043,034	7,847,952	8,854,100	9,659,018	10,463,936
Actual (YTD)	955,777	1,728,699	2,602,764	3,461,621	4,473,864	5,252,294	6,374,484	7,178,113	7,931,604	8,781,060	9,583,386	
<b>EXCESS INCOME vs. EXPENDITURES</b>	<b>Jul-23</b>	<b>Aug-23</b>	<b>Sep-23</b>	<b>Oct-23</b>	<b>Nov-23</b>	<b>Dec-23</b>	<b>Jan-24</b>	<b>Feb-24</b>	<b>Mar-24</b>	<b>Apr-24</b>	<b>May-24</b>	<b>Jun-24</b>
Projected Budgeted (MTD)	-97,186	104,044	104,044	-97,186	104,044	104,044	-97,186	104,044	104,044	-97,186	104,044	104,044
Actual (MTD)	-113,329	57,270	-14,684	-21,214	109,723	-172,747	-196,296	16,177	119,020	19,094	70,163	0
Projected Budgeted (YTD)	-97,186	6,858	110,902	13,716	117,760	221,804	124,618	228,662	332,706	235,520	339,564	443,608
Actual (YTD)	-113,329	-56,059	-70,743	-91,957	17,766	-154,981	-351,277	-335,100	-216,080	-196,986	-126,823	
<b>FISCAL YEAR 2022-2023</b>	<b>Jul-22</b>	<b>Aug-22</b>	<b>Sep-22</b>	<b>Oct-22</b>	<b>Nov-22</b>	<b>Dec-22</b>	<b>Jan-23</b>	<b>Feb-23</b>	<b>Mar-23</b>	<b>Apr-23</b>	<b>May-23</b>	<b>Jun-23</b>
<b>PLAN INCOME</b>												
Projected Budgeted (MTD)	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885
Actual (MTD)	790,434	884,482	800,157	807,616	807,917	792,497	798,910	798,616	800,050	821,430	804,100	841,808
Projected Budgeted (YTD)	821,885	1,643,770	2,465,655	3,287,540	4,109,425	4,931,310	5,753,195	6,575,080	7,396,965	8,218,850	9,040,735	9,862,620
Actual (YTD)	790,434	1,674,916	2,475,073	3,282,689	4,090,606	4,883,103	5,682,013	6,480,629	7,280,679	8,102,109	8,906,209	9,748,017
<b>PLAN CLAIMS/ADMIN COSTS</b>	<b>Jul-22</b>	<b>Aug-22</b>	<b>Sep-22</b>	<b>Oct-22</b>	<b>Nov-22</b>	<b>Dec-22</b>	<b>Jan-23</b>	<b>Feb-23</b>	<b>Mar-23</b>	<b>Apr-23</b>	<b>May-23</b>	<b>Jun-23</b>
Projected Budgeted (MTD)	744,605	930,756	744,605	930,756	744,605	744,605	930,756	744,605	744,605	744,605	930,756	744,605
Actual (MTD)	801,455	1,114,999	734,533	861,832	864,708	665,891	774,525	842,342	777,097	696,459	884,587	757,408
Projected Budgeted (YTD)	744,605	1,675,361	2,419,966	3,350,722	4,095,327	4,839,932	5,770,688	6,515,293	7,259,898	8,004,503	8,935,259	9,679,864
Actual (YTD)	801,455	1,916,454	2,650,987	3,512,819	4,377,527	5,043,418	5,817,943	6,660,285	7,437,382	8,133,841	9,018,428	9,775,836
<b>EXCESS INCOME vs. EXPENDITURES</b>	<b>Jul-22</b>	<b>Aug-22</b>	<b>Sep-22</b>	<b>Oct-22</b>	<b>Nov-22</b>	<b>Dec-22</b>	<b>Jan-23</b>	<b>Feb-23</b>	<b>Mar-23</b>	<b>Apr-23</b>	<b>May-23</b>	<b>Jun-23</b>
Projected Budgeted (MTD)	77,280	-108,871	77,280	-108,871	77,280	77,280	-108,871	77,280	77,280	77,280	-108,871	77,280
Actual (MTD)	-11,021	-230,517	65,624	-54,216	-56,791	126,606	24,385	-43,726	22,953	124,971	-80,487	84,400
Projected Budgeted (YTD)	77,280	-31,591	45,689	-63,182	14,098	91,378	-17,493	59,787	137,067	214,347	105,476	182,756
Actual (YTD)	-11,021	-241,538	-175,914	-230,130	-286,921	-160,315	-135,930	-179,656	-156,703	-31,732	-112,219	-27,819

May 11/FY 2024: \$2,438,417  
 May 11/FY 2023: \$2,480,842  
 May 11/FY 2022: \$2,448,556  
 May 11/FY 2021: \$1,434,557

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



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

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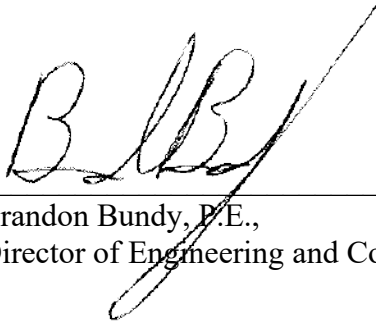
TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : June 25, 2024

SUBJECT : Monthly Residential and Commercial Building report for May 2024

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



100 N Midwest Boulevard - Midwest City, OK 73110

**Building Permits Summary - Issued 5/1/2024 to 5/31/2024**

**Building - Commercial & Industrial**

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
2	Alteration of Man Home Or Const of Space	\$120,000.00
2	Com Fence Permit	\$21,000.00
5	Com General Electrical Permit	
6	Com General Mechanical Permit	
4	Com General Plumbing Permit	
1	Com New Const Bldg Permit	\$700,000.00
3	Com New Const Mechanical Permit	
1	Com New Const Plumbing Permit	
13	Com Remodel Bldg Permit	\$717,000.00
1	Com Sign Permit	\$5,000.00
<b>Total Value of Building - Commercial &amp; Industrial:</b>		<b>1,563,000.00</b>

**Building - Residential**

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
3	Res Accessory Bldg Permit	\$7,700.00
1	Res Carport Permit	\$1,500.00
1	Res Demolition Permit	\$0.00
6	Res Driveway Permit	\$0.00
2	Res Duplex New Const Bldg Permit	\$355,000.00
3	Res Fence Permit	\$4,200.00
51	Res General Electrical Permit	
24	Res General Mechanical Permit	
33	Res General Plumbing Permit	
6	Res New Const Electrical Permit	
1	Res New Const Mechanical Permit	
2	Res New Const Plumbing Permit	
15	Res Roofing Permit	\$187,626.00
2	Res Single-Fam Addition Bldg Permit	\$76,275.00
5	Res Single-Fam New Const Bldg Permit	\$1,010,000.00
17	Res Single-Fam Remodel Building Permit	\$370,804.92
18	Res Storm Shelter Permit	\$67,045.00
2	Res Swimming Pool / Hot Tub Permit	\$28,739.34
9	zzRes House Moving (In) Permit	\$120,000.00
<b>Total Value of Building - Residential:</b>		<b>2,228,890.26</b>

**Grand Total: \$3,791,890.26**





100 N Midwest Boulevard - Midwest City, OK 73110

**Building Permits by Type - Issued 5/1/2024 to 5/31/2024**

**Building - Commercial & Industrial**

**Alteration of Man Home Or Const of Space**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/7/24	10301 SE 29TH ST, 425, 73130	TEFAWN HAIL	B-24-1172	\$60,000.00
5/7/24	10301 SE 29TH ST, 404 73130	TEFAWN HAIL	B-24-1192	\$60,000.00
				<b>\$120,000.00</b>

**Com Fence Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/2/24	1224 JET DR, MWC, OK, 73110	Chad M Buswell	B-24-1100	\$4,500.00
5/3/24	2201 S Midwest Blvd - Lions Park Pickleball	CITY OF MIDWEST CITY	B-24-1108	\$16,500.00
				<b>\$21,000.00</b>

**Com General Plumbing Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/23/24	10800 SE 29TH ST	TITAN SECURE STORAGE	B-24-1353	

**Com New Const Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/30/24	7015 SE 15TH ST, 73110	CDDBL, Inc (Kirsten Sellens-Project Manager)	B-24-0305	\$700,000.00
				<b>\$700,000.00</b>

**Com Remodel Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/13/24	8517 E RENO AVE, 8507-1 OK, 73110	W. B. Bean	B-24-0958	\$120,000.00
5/13/24	8517 E RENO AVE, 8507-3 OK, 73110	W. B. Bill Bean	B-24-0962	\$30,000.00
5/13/24	8517 E RENO AVE, 8507-5 OK, 73110	W. B. Bill Bean	B-24-0974	\$30,000.00
5/13/24	8517 E RENO AVE, 8507-7 OK, 73110	W. B. Bill Bean	B-24-0978	\$30,000.00
5/17/24	1168 N DOUGLAS BLVD, 519, 73130	Charles Jones	B-24-0825	\$47,000.00
5/17/24	1168 N DOUGLAS BLVD, 520, 73130	Charles Jones	B-24-0947	\$47,000.00
5/17/24	1168 N DOUGLAS BLVD, 518, 73130	Charles Jones	B-24-0948	\$47,000.00
5/17/24	1168 N DOUGLAS BLVD, 506, 73130	Charles Jones	B-24-0949	\$47,000.00
5/17/24	1168 N DOUGLAS BLVD, 503, 73130	Charles Jones	B-24-0953	\$47,000.00
5/17/24	1168 N DOUGLAS BLVD, 505, 73130	Charles Jones	B-24-0952	\$47,000.00
5/17/24	1168 N DOUGLAS BLVD, 517, 73130	Charles Jones	B-24-0951	\$47,000.00
5/17/24	1168 N DOUGLAS BLVD, 504, 73130	Charles Jones	B-24-0950	\$47,000.00
5/29/24	7195 SE 29TH ST, MWC, OK, 73110	LYN DAVIES	B-24-1178	\$131,000.00
				<b>\$717,000.00</b>

**Com Sign Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
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5/2/24 10100 SE 15TH ST, 73130 JON JENKINS B-24-1101 \$5,000.00

**\$5,000.00**

**Building - Residential**

**Res Accessory Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/16/24	8909 NE 12TH ST, 73110	John Phillips	B-24-1175	\$700.00
5/22/24	401 ELM ST, 73110	terry Parker	B-24-1289	\$5,000.00
5/23/24	3502 BELLA VISTA, OK, 73110	Brianne Duke	B-24-1276	\$2,000.00
				<b>\$7,700.00</b>

**Res Carport Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/28/24	3313 PLEASANT DR, MIDWEST CITY, OK, 0	Ishmael Yin	B-24-1340	\$1,500.00
				<b>\$1,500.00</b>

**Res Demolition Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/6/24	1625 Kudu, 73110	richard Hasty	B-24-0633	\$0.00
				<b>\$0.00</b>

**Res Driveway Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/1/24	11140 THAYER ST, 73130	Dee Burton Concrete LLC	B-24-1150	
5/3/24	2028 TURNER DR, 73110	FRYMIRE CONCRETE CONSTRUCTION	B-24-1168	
5/10/24	241 CHAUCER CRESCENT, 73130	BARCENAS CONCRETE LLC	B-24-1235	
5/14/24	8901 WOODBRIAR PL, MWC, OK, 73110	AM CONSTRUCTION LLC	B-24-1266	\$0.00
5/20/24	517 CROSBY BLVD, 73110	SHEPPARD CONCRETE	B-24-1280	
5/20/24	10455 CATTAIL TER, 73130	MARRUFO CONCRETE	B-24-1316	\$0.00
				<b>\$0.00</b>

**Res Duplex New Const Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/14/24	2858 JOSIE CIR, MWC, OK, 73130	643 Investments, LLC	B-24-0932	\$177,500.00
5/14/24	2860 JOSIE CIR, MWC, OK, 73130	643 Investments, LLC	B-24-0933	\$177,500.00
				<b>\$355,000.00</b>

**Res Fence Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/14/24	11538 CARLTON CT, MWC, OK, 73130	Thomas Walker	B-24-1222	\$4,000.00
5/17/24	219 KENDRA DR, 73110	Sergio Padilla	B-24-1062	\$200.00
5/21/24	1625 KUDU, 73110	Richard Hasty	B-24-0702	\$0.00
				<b>\$4,200.00</b>

**Res General Plumbing Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/13/24	2501 TROSPER DR, 73141	BARRON, CLAREBEL	B-24-1241	

**Res Roofing Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
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5/2/24	1409 PARKE AVE, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-24-1162	\$19,000.00
5/6/24	4000 DOGWOOD DR, 73110	SUPERIOR EXTERIOR INSURANCE RESTORATION LLC	B-24-1189	
5/7/24	3209 ROLLING LN, 73110	MHM CONSTRUCTION INC	B-24-1195	\$11,000.00
5/7/24	1900 S ANDERSON RD, 73020	JTUCK CONSTRUCTION	B-24-1211	
5/9/24	129 W COE DR, 73110	MHM CONSTRUCTION INC	B-24-1232	\$11,200.00
5/9/24	124 BEARD DR, 73110	MHM CONSTRUCTION INC	B-24-1233	\$11,245.00
5/20/24	1905 WHISPERING TRAIL, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-24-1310	\$21,000.00
5/20/24	1435 EMMA DR, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-24-1311	\$30,000.00
5/21/24	9613 MONTCLAIRE DR, 73130	MHM CONSTRUCTION INC	B-24-1329	\$14,381.00
5/21/24	3300 ROLLING LN, 73110	MHM CONSTRUCTION INC	B-24-1330	
5/22/24	9101 OAK HOLLOW DR, 73130	SUPERIOR EXTERIOR INSURANCE RESTORATION LLC	B-24-1342	\$21,000.00
5/23/24	11615 ELMHURST DR, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-24-1351	\$16,600.00
5/23/24	300 LEONARD LN, 73110	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-24-1352	\$9,200.00
5/28/24	11713 TYSON CT, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-24-1376	\$13,000.00
5/30/24	9601 LYRIC LN, 73130	SCOGGINS CONSTRUCTION	B-24-1396	\$10,000.00
				<b>\$187,626.00</b>

#### Res Single-Fam Addition Bldg Permit

Issued	Location	Applicant	Case #	Value
5/2/24	9410 NE 28TH ST, MWC, OK, 73141	Kevin Yell	B-24-0944	\$10,000.00
5/13/24	2900 WOODSIDE DR, 73110	Southwest Builders Inc.	B-24-1151	\$66,275.00
				<b>\$76,275.00</b>

#### Res Single-Fam New Const Bldg Permit

Issued	Location	Applicant	Case #	Value
5/6/24	1200 LLOYD DR, MIDWEST CITY, OK, 73130	adolfo flores	B-24-0884	\$150,000.00
5/7/24	10124 NE 4TH ST, MWC, OK, 73130	Pamela Spencer	B-24-1039	\$350,000.00
5/16/24	4206 N SHADYBROOK DR	KFK INVESTMENTS LLC	B-24-0413	\$175,000.00
5/21/24	4208 N SHADYBROOK DR, MWC, OK, 73110	KFK INVESTMENTS LLC	B-24-0418	\$175,000.00
5/29/24	600 DAVIDSON RD, MWC, OK, 73130	Elia Castillo	B-24-0658	\$160,000.00
				<b>\$1,010,000.00</b>

#### Res Single-Fam Remodel Building Permit

Issued	Location	Applicant	Case #	Value
5/1/24	11708 LORENE AVE, MWC, OK, 73130	Ricky Gehret	B-24-0569	\$25,979.00
5/6/24	212 W GLENHAVEN DR, MWC, OK, 73110	Jeremy Turner NIVO SOLAR	B-24-1128	\$13,243.00
5/7/24	10501 TURTLE BACK DR, 73130	Anthony Duplantis	B-24-1105	\$26,546.76
5/7/24	10604 TUMILTY AVE, 73130	Phillip Galbraith	B-24-1107	\$48,830.16
5/7/24	3820 ROSEWOOD CT, MWC, OK, 73110	Phillip Galbraith	B-24-1000	\$30,270.00
5/9/24	403 N KEY BLVD, 73110	Joseph Leonard	B-24-0975	\$10,000.00

5/9/24	201 WOODMAN DR, MWC, OK, 73110	Jason DeShazo	B-24-0705	\$9,000.00
5/13/24	2113 STEVENS DR, MWC, OK, 73110	Jeremy Turner NIVO SOLAR	B-24-1167	\$9,348.00
5/14/24	10509 Applegrove Cir, Midwest City OK 73130	KEVIN LEEPER, OKIE SOLAR	B-24-1223	\$19,000.00
5/14/24	3808 ROSEWOOD CT, 73110	KEVIN LEEPER, OKIE SOLAR	B-24-1203	\$19,000.00
5/16/24	401 REMINGTON AVE, 73130	Wilburn White SUNTRIA	B-24-1193	\$30,982.00
5/16/24	9401 APPLE DR, MIDWEST CITY, OK, 0	Jeremy Morgan, SOUTHERN ENERGY	B-24-0855	\$20,500.00
5/20/24	1412 MOORE AVE	Lauren Sanders	B-24-1096	\$40,000.00
5/20/24	147 W SILVER MEADOW DR, MIDWEST CITY, OK, 0	Lynn Sweat	B-24-0935	\$20,692.00
5/28/24	314 E HARMON DR, 73110	BAKER, RALPH	B-24-1278	\$4,000.00
5/29/24	9313 SHERWELL DR, 73130	Wesley Swain, TEPHRA SOLAR	B-24-1158	\$0.00
5/29/24	405 E ROSE DR, MWC, OK, 73110	Wesley Swain	B-24-1140	\$43,414.00

**\$370,804.92**

**Res Storm Shelter Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/6/24	2812 MOCKINGBIRD LN, 73110	Michael Kelley	B-24-1176	\$3,800.00
5/8/24	10555 NE 4TH ST, MIDWEST CITY, OK, 0	Michelle Goolsby	B-24-1187	\$4,500.00
5/8/24	952 KLARE LN, 73130	Jordan Humphrey	B-24-1142	\$2,850.00
5/9/24	605 FRIENDLY RD, MIDWEST CITY, OK	Kelcy L Jones	B-24-1160	\$4,250.00
5/10/24	403 E NORTHRUP DR, MWC, OK, 73110	Cynthia L Bullen	B-24-1215	\$6,150.00
5/10/24	2804 WOODCREEK, MWC, OK, 73110	WILLIAM PARKER	B-24-1212	\$2,850.00
5/13/24	241 W JARMAN DR, MWC, OK, 73110	Robert Boatright	B-24-1173	\$2,650.00
5/13/24	13216 RAIN DROP, 73020	Judy Cooney	B-24-1153	\$4,200.00
5/13/24	2034 HUNTINGTON RD, MWC, OK, 73130	Mikayla McGrath	B-24-1129	\$4,250.00
5/14/24	9612 RAIL RD, 73130	Rebecca Conner	B-24-1200	\$3,000.00
5/14/24	1620 BROOK DR, 73020	Shelly Moretti	B-24-1148	\$3,600.00
5/15/24	13215 SAWTOOTH OAK RD, 73020	Jacob Wren Graves	B-24-1220	\$2,500.00
5/15/24	12506 FOREST TERR, 73020	Renay Reed	B-24-1219	\$3,795.00
5/16/24	3508 WOODVALE DR, MWC, OK, 73110	Kiele LeRoy	B-24-1239	\$3,500.00
5/24/24	11600 LORENE AVE, 73130	Christine White Hancock	B-24-1186	\$3,800.00
5/29/24	12300 OXFORD CT, MIDWEST CITY, OK, 73130	Phillip Easley	B-24-1346	\$3,700.00
5/29/24	10816 O'HARA LN, MWC, OK, 73130	Marceia Jones	B-24-1358	\$4,650.00
5/30/24	10309 SE 24TH ST, 73130	Leonard Giles	B-24-1327	\$3,000.00

**\$67,045.00**

**Res Swimming Pool / Hot Tub Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/21/24	516 W RICKENBACKER DR, 73110	Nina Garcia	B-24-1308	\$0.00
5/29/24	1629 SERENADE DR, MWC, OK, 73130	Aimee Burke	B-24-1169	\$28,739.34

**\$28,739.34**

**zzRes House Moving (In) Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/7/24	10301 SE 29TH ST, 425, 73130	STAR FLEET TRUCKING	B-24-1171	\$60,000.00
5/7/24	10301 SE 29TH ST, 404 73130	STAR FLEET TRUCKING	B-24-1191	\$60,000.00
5/15/24	6717 KLIPSPRINGER ST, 73110	RIVERSIDE COMMUNITY	B-24-1250	
5/15/24	6636 ZEBRA ST, 73110	RIVERSIDE COMMUNITY	B-24-1251	
5/15/24	6652 ZEBRA ST, 73110	RIVERSIDE COMMUNITY	B-24-1253	

5/15/24	6716 ZEBRA ST, 73110	RIVERSIDE COMMUNITY	B-24-1254
5/15/24	6716 ORYX, 73110	RIVERSIDE COMMUNITY	B-24-1255
5/15/24	6724 ORYX, 73110	RIVERSIDE COMMUNITY	B-24-1257
5/15/24	6721 ORYX, 73110	RIVERSIDE COMMUNITY	B-24-1256

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**\$120,000.00**

**Grand Total: \$3,791,890.26**



100 N Midwest Boulevard - Midwest City, OK 73110

### Inspections Summary - Inspected 5/1/2024 to 5/31/2024

<u>Inspection Description</u>	<u>Count</u>
Building/Electrical General Inspection	3
Buildings - CO Inspection & Sign Off	5
Buildings - CO Reinspection & Sign Off	1
Com Building Final Inspection	10
Com Driveway Inspection	2
Com Duct Smoke Detector Retest/Reinspection (Building)	1
Com Duct Smoke Detector Test/Inspection (Building)	1
Com Duct Smoke Detector Test/Inspection (Fire Marshal)	1
Com Electrical Final Inspection	6
Com Electrical Final Reinspection	3
Com Electrical Rough-in Inspection	5
Com Electrical Rough-in Reinspection	1
Com Electrical Service Inspection	7
Com Electrical Wall Inspection	1
Com Fire Sprinkler Rough Inspection	1
Com Fire Sprinkler Rough Reinspection	1
Com Framing Inspection	8
Com Framing Reinspection	2
Com Gas Piping Inspection	1
Com Grease Trap Final Inspection	1
Com Hood Suppression Inspection	1
Com Hood Suppression Reinspection	1
Com Light Test Inspection	1
Com Mechanical Ceiling Inspection	2
Com Mechanical Final Inspection	3
Com Mechanical Rough-in Inspection	4
Com Mechanical Rough-in Reinspection	1
Com Plumbing Final Inspection	3
Com Plumbing Rough-in Inspection	2
Com Sewer Service Inspection	2
Com Vent Hood Final Inspection (Building)	1
Com Vent Hood Rough Inspection	1
Com Water Service Line Inspection	3
Commercial Meter Tap Inspection	3
County Health - CO Inspection & Sign Off	1
Electrical Generator Inspection	2
Engineering Site Inspection (Commercial)	1
Fire - CO Inspection & Sign Off	5
Fire - CO Reinspection & Sign Off	1
Fire Marshal General Inspection	2
General Inspection	2
Hot Water Tank Inspection	14
Hot Water Tank Reinspection	1
Line Maintenance General Inspection	2
Mechanical Change Out Inspection	21

Mechanical Change Out Reinspection	4
Planning - CO Inspection & Sign Off	12
Planning - CO Reinspection & Sign Off	1
Planning General Inspection	2
Plumbing/Mechanical General Inspection	2
Pre-Con Site Inspection/Meeting	7
Res Building Final Inspection	10
Res Building Final Reinspection	2
Res Drainage1 Inspection	2
Res Drainage2 Inspection	4
Res Drainage3 Inspection	4
Res Drainage3 Reinspection	1
Res Drainage4 Inspection	4
Res Drainage4 Reinspection	5
Res Drainage5 Inspection	5
Res Driveway Inspection	6
Res Electrical Final Inspection	8
Res Electrical Final Reinspection	4
Res Electrical Ground Inspection	1
Res Electrical Pool Bonding Inspection	1
Res Electrical Pool Bonding Reinspection	1
Res Electrical Rough-in Inspection	8
Res Electrical Rough-in Reinspection	1
Res Electrical Service Inspection	47
Res Electrical Service Reinspection	16
Res Fence Inspection	1
Res Footing & Building Setback Inspection	13
Res Footing & Building Setback Reinspection	1
Res Framing Inspection	4
Res Framing Reinspection	3
Res Gas Meter Inspection	2
Res Gas Piping Inspection	9
Res Mechanical Final Inspection	6
Res Mechanical Final Reinspection	1
Res Mechanical Rough-in Inspection	6
Res Mechanical Rough-in Reinspection	1
Res Plumbing Final Inspection	2
Res Plumbing Ground Inspection	3
Res Plumbing Rough-in Inspection	7
Res Roofing Inspection	6
Res Sewer Service Inspection	7
Res Sewer Service Reinspection	1
Res Storm Shelter Inspection	8
Res Temporary Electrical Pole Inspection	2
Res Termite Inspection	2
Res Water Service Line Inspection	6
Residential Meter Tap Inspection	2
Sign Inspection	9
Stormwater Site Inspection (Commercial)	1
Utilities - CO Inspection & Sign Off	6
Utilities Site Inspection (Commercial)	1
Utilities Site Reinspection (Residential)	1
<hr/>	
Total Number of Inspections:	410



MUNICIPAL AUTHORITY

AGENDA







CONSENT AGENDA





## MUNICIPAL AUTHORITY AGENDA

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

June 25, 2024 – 6:01 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Trustee Susan Eads	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. 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 there is not a unanimous consent, then the item(s) will be removed and heard in regular order.

1. Discussion, consideration, or possible action to approve the June 11, 2024 meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration, and possible action approving renewing a contract without modifications for FY 2024-2025 with Tyler Technologies for software maintenance for Police, 911, and Court in an amount not to exceed \$198,614.06. (Information Technology - A. Stephenson)
3. Discussion, consideration, and possible action to approve the Second Amendment to the agreement with Garver, LLC to renew the contract for FY 24/25. (Engineering & Construction Services - B. Bundy)
4. Discussion, consideration and possible action regarding a resolution to renew the Sales Tax Agreement required for the Capital Improvement Refunding Revenue Bonds, Series 2019 for FY 2024-2025 (Finance - T. Cromar)
5. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Capital Improvements Revenue Bond Fund, revenues/Transfers In (00) \$149,711; expenditures/Transfers Out (00) \$149,711. Customer Deposits Fund, revenues/Investment Interest (00) \$44,052; expenditures/Transfers Out (00) \$44,052. Water Fund, revenues/Transfers In (00) \$44,052. Utilities Capital Outlay Fund, revenues/Transfers In (50) \$229,809; expenditures/Debt Service (50) \$231,380. Water Fund, expenditures (42) \$229,809. (Finance - T. Cromar)

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

D. FURTHER INFORMATION.

1. Review of the monthly report on the current financial condition of the Delta Hotel and the Reed Center for the period ending May 31, 2024. (Director of Operations - R. Rushing)

E. ADJOURNMENT.

Notice for the Midwest City Municipal Authority meeting 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 the meeting at City Hall and on the Midwest City website ([www.midwestcityok.org](http://www.midwestcityok.org)).

## Midwest City Municipal Authority Minutes

June 11, 2024

This meeting was held in the City Hall 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 6:51 PM with the following member present:

Trustee Susan Eads	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. Eads made a motion to approve the consent agenda, seconded by Bana. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: None. Motion carried.

1. Discussion, consideration, and possible action to approve the May 28, 2024 meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration, and possible action approving renewing contracts without modifications for FY 2024-2025 with Azteca Systems, LLC for Cityworks maintenance in the amount of \$178,231.20 and Central Square for Naviline maintenance in the amount of \$122,730.54. (Information Technology - A. Stephenson)

### DISCUSSION ITEMS.

1. **Public hearing with discussion, consideration and possible action on a resolution of the Midwest City Municipal Authority approving its budget for Fiscal Year 2024-2025 in the amount of \$51,669,418.**

Eads made a motion to approve Resolution MA2024-03, seconded by Byrne. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: None. Motion carried.

2. **Discussion, consideration, and possible action of approving Work Order No. 2400683 to the Master Services Agreement with Garver, LLC, in the amount of \$174,892 to provide engineering services related to the Edgewood Lift Station Interim Improvements.**

Evenson and Lyons addressed Trustees. After discussion, Byrne made a motion to approve, seconded by Maxwell. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: None. Motion carried.

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

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 6:53 PM.

ATTEST:

\_\_\_\_\_  
MATTHEW D DUKES II, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary



**Information Technology**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1374  
Fax 405.869.8602

## MEMORANDUM

TO: Honorable Chair and Members of the Municipal Authority

FROM: Allen Stephenson, Information Technology Director

DATE: June 25, 2024

SUBJECT: Discussion, consideration, and any possible action of approving renewing a contract without modifications for FY 2024-2025 with Tyler Technologies for software maintenance for Police, 911, and Court in an amount not to exceed \$198,614.06.

Since all contracts expire at the end of each fiscal year, it is necessary to renew these contracts. The originals of these contracts are too voluminous to print in the agenda. If you would like to review a specific contract, they are available in the city clerk's office for your convenience.

Sincerely,

Allen Stephenson, Information Technology Director



One Tyler Drive  
Yarmouth, ME 04096

P: 800.772.2260  
F: 207.781.2459

www.tylertech.com

6/10/2024

**CITY OF MIDWEST CITY  
100 N. MIDWEST BOULEVARD  
MIDWEST CITY, OK 73110**

Cust# 43874

To Whom It May Concern:

Please allow this letter to confirm that your renewal rates are as followed. Additional billing obligations may be included in separate Proforma(s).

DESCRIPTION	CYCLE DATE	AMOUNT
E-911 Server Interface - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 3,015.25
E-911 Client Interface - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 1,130.99
NCIC Server Interface - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 3,769.30
NCIC Client Interface - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 2,261.67
Mobile CAD Server Add-on with messaging - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 4,523.19
Mobile CAD Client - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 48,622.05
Mobile AVL Client Add-on - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 8,103.70
Mobile Citations Add-on - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 14,322.69
CAD Mapping Interface - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 2,192.86
RMS Mapping Interface - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 2,186.53
Base RMS System - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 16,584.34
Case Management & Events - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 3,426.51
Intelligence Module - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 1,130.99
Vehicle Impound - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 2,072.88
Pawn Tickets - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 1,130.99
Personnel - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 2,261.67
Jail Intake and Booking Module - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 13,157.98
Sex Offender Registration - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 1,130.99
Report Writer - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 2,072.88
Dispatcher (additional seats) - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 4,523.19
CAD (1 dispatcher seat included) - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 11,846.24
LiveScan Fingerprint System Interface - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 1,507.63
PDA Interface - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 112.57
PDA Server Software- Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 1,507.63
Property Room - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 4,146.23
NetMotion Clients w/Policy Module - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 11,256.09
Accident Report Diagramming Software Interface - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 338.76
HTE Financial Interface - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 3,263.39
E-Seek DL Scan Interface - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 2,023.41
System Software Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 1,575.04
Firehouse CAD Monitor Interface - Maintenance (Monthly)	07/01/2024 - 06/30/2025	\$ 1,903.44
Incode Public Safety Custom Reporting Tool	07/01/2024 - 06/30/2025	\$ 5,309.01
First Due Interface	07/01/2024 - 06/30/2025	\$ -
Link Media from a Cell for Services to any Generated Case Number in incident Module	07/01/2024 - 06/30/2025	\$ 318.00
System Software Maintenance - Netmotion Mobility	07/01/2024 - 06/30/2025	\$ 4,064.05
Remittance		<b>Total: \$ 186,792.14</b>

\*Applicable taxes not included

Tyler Technologies, Inc. (FEIN 75-2303920)  
PO Box 203556  
Dallas, TX 75320-3556

Questions  
Tyler Technologies – Public Safety  
Phone: 1-800-772-2260 Press 2, then 5  
Email: ar@tylertech.com



**Remittance**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

**Empowering people who serve the public®**

**Questions**  
 Tyler Technologies -  
 Phone: 1-800-772-2260 Press 2  
 Fax: 1-866-673-3274  
 Email: ar@tylertech.com

# THIS IS NOT AN INVOICE PROFORMA

Company	Order No.	Date	Page
130	31452	04/04/2024	1 of 2



To: CITY OF MIDWEST CITY  
 100 N. MIDWEST BOULEVARD  
 MIDWEST CITY, OK 73110  
 United States

Ship To: CITY OF MIDWEST CITY  
 100 N. MIDWEST BOULEVARD  
 MIDWEST CITY, OK 73110  
 United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 43874		Net 30	USD	MISC	

No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: Midwest City, OK				
1 Renewal: Interface: Incode Public Safety Records Mgmt System Cycle Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	0.00	0.00
2 Renewal: Interface: Tyler Incode Court Case Mgmt System Cycle Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	0.00	0.00
3 Renewal: eCitation - Brazos Rapid Extension Framework - PDA Cycle Start: 07/01/2024, End: 06/30/2025; Term: 12 months	25	EA	193.53	4,838.14
4 Renewal: Task: Driver Exchange Module Cycle Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	822.83	822.83
5 Renewal: Task: Tow/Impound Report (standard) Cycle Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	822.83	822.83
6 Renewal: Task: Criminal Trespass Warning Cycle Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	822.83	822.83
7 Renewal: Server Hosting Cycle Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	2,363.84	2,363.84
8 Renewal: Task: Field Interview Cycle Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	2,151.45	2,151.45





Empowering people who serve the public®

**Remittance**  
Tyler Technologies, Inc.  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

**Questions**  
Tyler Technologies -  
Phone: 1-800-772-2260 Press 2  
Fax: 1-866-673-3274  
Email: [ar@tylertech.com](mailto:ar@tylertech.com)

# THIS IS NOT AN INVOICE PROFORMA

<i>Company</i>	<i>Order No.</i>	<i>Date</i>	<i>Page</i>
130	31452	04/04/2024	2 of 2

---

Does not include any applicable taxes

Order Total: 11,821.92

Comments: **Upon acceptance please email your purchase order to [PO@tylertech.com](mailto:PO@tylertech.com)**

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

---

**TO :** Chairman and Trustees of the Midwest City Municipal Authority

**FROM :** Brandon Bundy, P.E., Director

**DATE :** June 25, 2024

**SUBJECT :** Discussion, consideration, and possible action to approve the Second Amendment to the agreement with Garver, LLC to renew the contract for FY 24/25.

---

Each contract expires at the end of the fiscal year so it is necessary to renew each contract. The below listed contractor has reviewed their contract and an amendment signed. Per our current contract template with which most of these are based; the terms of the contract can be renewed by mutual agreement of both parties.

<b>Contractor</b>	<b>Project Description</b>	<b>Status</b>	<b>Contract</b>	<b>Balance</b>	<b>Fund</b>
^ Garver Engineering	Work with Army Corps of Engineer to develop plans for the Timber Ridge Elevated Water Tank and booster pump.	Design underway.	\$674,900.00	\$440,448.00	172 / 178

^ This contract is also on the Midwest City Council agenda for approval

---

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

Attachment





**Finance Department**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
[www.midwestcityok.org](http://www.midwestcityok.org)

TO: Honorable Chairman and Trustees

FROM: Tiatia Cromar, Finance Director

DATE: June 25, 2024

SUBJECT: Discussion, consideration and possible action regarding a resolution to renew the Sales Tax Agreement required for the Capital Improvement Refunding Revenue Bonds, Series 2019 for FY 2024-2025.

The sales tax agreement for the Series 2019 bond issues must be renewed each year. Expiration or termination of the sales tax agreement, constitutes a default event under the terms of our bonds.

Attached is a resolution to renew the agreement for fiscal year 2024-2025.

Tiatia Cromar  
Finance Director

RESOLUTION NO. MA2024 - \_\_\_\_\_

**A RESOLUTION OF THE MIDWEST CITY MUNICIPAL AUTHORITY TO RENEW THE SALES TAX AGREEMENT REQUIRED FOR THE CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS, SERIES 2019.**

**WHEREAS**, the Council of the City of Midwest City, Oklahoma (hereinafter called the "City"), and the Midwest City Municipal Authority, an Oklahoma public trust (hereinafter called the "Authority"), entered into certain Sales Tax Agreements (hereinafter called the "Agreements"), dated April 1, 2019, respectively, whereby the City agrees to make payments to the Authority in amounts sufficient to pay when due principal and interest on the Authority's Capital Improvement Refunding Revenue Bonds, Series 2019, respectively, and other obligations of the Authority as therein provided; and

**WHEREAS**, it is necessary that such Agreements be renewed, ratified and affirmed for the fiscal year of the City dated July 1, 2024 through June 30, 2025.

**NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND TRUSTEES OF THE MIDWEST CITY MUNICIPAL AUTHORITY:**

SECTION I. The Sales Tax Agreements dated April 1, 2019, each between the City and the Authority, are hereby renewed, ratified and affirmed by the governing body of the City of Midwest City, Oklahoma, for the fiscal year ending June 30, 2025.

PASSED AND APPROVED by the Chairman and Trustees of the Midwest City Municipal Authority in Midwest City, Oklahoma, this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

MIDWEST CITY MUNICIPAL AUTHORITY

\_\_\_\_\_  
MATTHEW D. DUKES, II, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
DONALD MAISCH, Attorney



**Finance Department**

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

TO: Honorable Chairman and Trustees  
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: June 25, 2024

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Capital Improvements Revenue Bond Fund, revenues/Transfers In (00) \$149,711; expenditures/Transfers Out (00) \$149,711. Customer Deposits Fund, revenues/Investment Interest (00) \$44,052; expenditures/Transfers Out (00) \$44,052. Water Fund, revenues/Transfers In (00) \$44,052. Utilities Capital Outlay Fund, revenues/Transfers In (50) \$229,809; expenditures/Debt Service (50) \$231,380. Water Fund, expenditures (42) \$229,809.

The first supplement is needed to budget for transfers in from General Fund and transfers out to General Fund due to sales and use tax exceeding projection for fiscal year 2023-2024. The second and third supplements are needed to increase budget for interest revenue and transfer out to Water Fund due to revenues exceeding projection for fiscal year 2023-2024. The fourth and fifth supplements are needed to increase budget for transfer in from Water Fund to pay off Debt Service in fiscal year 2023-2024.

*Tiatia Cromar*

Tiatia Cromar  
Finance Director

## SUPPLEMENTS

**June 25, 2024**

Fund CAPITAL IMP REV BOND (250)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	149,711			
00	Transfers Out			149,711	
		149,711	0	149,711	0

**Explanation:**  
To increase budget for transfers in from General Fund & transfers out to General Fund due to sales and use tax exceeding projection for fiscal year 2023-2024.

Fund CUSTOMER DEPOSITS (230)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Investment Interest	44,052			
00	Transfers Out			44,052	
		44,052	0	44,052	0

**Explanation:**  
To increase budget for interest revenue & transfers out to Water Fund due to revenues exceeding projection for fiscal year 2023-2024.

Fund WATER (191)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	44,052			
		44,052	0	0	0

**Explanation:**  
To increase transfer in from Customer Deposits Fund due to interest revenue exceeding projection for fiscal year 2023-2024.

# SUPPLEMENTS

**June 25, 2024**

Fund UTILITIES CAPITAL OUTLAY (189)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
50	Transfers In	229,809			
50	Debt Service			231,380	
		229,809	0	231,380	0

**Explanation:**  
To increase budget for transfer in from Water Fund to pay off Debt Service in fiscal year 2023-2024. Funding to come from fund balance.

Fund WATER (191)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
42	Transfers Out			229,809	
		0	0	229,809	0

**Explanation:**  
To increase budget for transfer out to Utilities Capital Outlay Fund to pay off Debt Service in fiscal year 2023-2024. Funding to come from fund balance.





NEW BUSINESS/  
PUBLIC DISCUSSION





FURTHER INFORMATION





**City Manager's Office**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1205

## MEMORANDUM

TO: Honorable Chairman and Trustees  
Midwest City Municipal Authority

FROM: Ryan Rushing, Director of Operations

DATE: June 25, 2024

SUBJECT: Review of the monthly report on the current condition of the Delta Hotel at the Reed Center for the period ending May 31, 2024.

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Delta Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1205.

<b>Fiscal Year 2023-2024</b>	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
<b>Revenue</b>												
Budgeted (MTD)	410,419	431,525	510,625	586,974	483,480	297,582	315,574	362,587	608,058	432,639	<b>507,733</b>	-
Actual (MTD)	261,357	375,874	255,855	431,851	292,696	136,238	132,604	365,406	496,036	400,897	<b>538,868</b>	-
Budgeted (YTD)	410,419	841,944	1,352,569	1,939,543	2,423,023	2,720,605	3,036,179	3,398,766	4,006,824	4,439,463	<b>4,947,196</b>	4,947,196
Actual (YTD)	261,357	637,231	893,086	1,324,937	1,617,633	1,753,871	1,886,475	2,251,881	2,747,917	3,148,814	<b>3,687,682</b>	3,687,682

<b>Expenses</b>												
Budgeted (MTD)	354,409	378,100	400,332	454,283	383,871	331,720	306,328	341,951	469,445	356,245	<b>408,092</b>	-
Actual (MTD)	277,604	280,264	280,443	337,716	261,601	267,805	284,413	334,937	384,711	380,178	<b>428,305</b>	-
Budgeted (YTD)	354,409	732,509	1,132,841	1,587,124	1,970,995	2,302,715	2,609,043	2,950,994	3,420,439	3,776,684	<b>4,184,776</b>	4,184,776
Actual (YTD)	277,604	557,867	838,311	1,176,027	1,437,628	1,705,433	1,989,846	2,324,784	2,709,495	3,089,672	<b>3,517,977</b>	3,517,977

<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	56,010	53,425	110,293	132,691	99,609	(34,138)	9,246	20,636	138,613	76,394	<b>99,641</b>	-
Actual (MTD)	(16,246)	95,610	(24,589)	94,134	31,095	(131,567)	(151,809)	30,469	111,325	20,719	<b>110,564</b>	-
Budgeted (YTD)	56,010	109,435	219,728	352,419	452,028	417,890	427,136	447,772	586,385	662,779	<b>762,420</b>	762,420
Actual (YTD)	(16,246)	79,364	54,775	148,910	180,005	48,438	(103,372)	(72,903)	38,422	59,141	<b>169,705</b>	169,705

<b>Key Indicators</b>												
Hotel Room Revenue	174,426	203,842	165,813	207,754	145,251	90,198	94,661	176,917	250,403	192,747	<b>313,247</b>	-
Food and Banquet Revenue	58,116	178,433	70,265	189,490	123,397	39,096	32,013	165,017	205,352	184,321	<b>153,888</b>	-

<b>Fiscal Year 2022-2023</b>	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
<b>Revenue</b>												
Budgeted (MTD)	314,473	456,558	454,823	690,957	482,754	280,122	284,994	361,496	700,674	397,999	<b>522,958</b>	407,196
Actual (MTD)	215,862	327,994	338,232	298,613	329,258	325,935	257,919	248,620	421,561	279,614	<b>294,119</b>	319,969
Budgeted (YTD)	314,473	771,031	1,225,854	1,916,811	2,399,565	2,679,687	2,964,681	3,326,177	4,026,851	4,424,850	<b>4,947,808</b>	5,355,004
Actual (YTD)	215,862	543,856	882,088	1,180,701	1,509,959	1,835,895	2,093,814	2,342,434	2,763,995	3,043,609	<b>3,337,728</b>	3,657,697

<b>Expenses</b>												
Budgeted (MTD)	317,640	357,848	352,577	429,679	372,335	303,854	297,787	314,509	436,038	355,615	<b>389,108</b>	355,713
Actual (MTD)	270,452	278,272	251,566	289,094	328,384	406,392	357,547	292,897	367,683	326,506	<b>340,376</b>	327,528
Budgeted (YTD)	317,640	675,488	1,028,065	1,457,744	1,830,079	2,133,933	2,431,720	2,746,229	3,182,267	3,537,882	<b>3,926,990</b>	4,282,703
Actual (YTD)	270,452	548,724	800,290	1,089,384	1,417,768	1,824,160	2,181,707	2,474,604	2,842,287	3,168,793	<b>3,509,169</b>	3,836,697

<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	(3,167)	98,710	102,246	261,278	110,419	(23,732)	(12,793)	46,987	264,636	42,384	<b>133,850</b>	51,483
Actual (MTD)	(54,590)	49,722	86,665	9,519	875	(80,457)	(99,628)	(44,277)	53,878	(46,892)	<b>(46,257)</b>	(7,559)
Budgeted (YTD)	(3,167)	95,543	197,789	459,067	569,486	545,754	532,961	579,948	844,584	886,968	<b>1,020,818</b>	1,072,301
Actual (YTD)	(54,590)	(4,868)	81,798	91,317	92,192	11,735	(87,893)	(132,170)	(78,292)	(125,184)	<b>(171,441)</b>	(179,001)

<b>Key Indicators</b>												
Hotel Room Revenue	134,971	160,951	204,314	221,621	181,770	108,375	80,338	136,796	203,240	202,116	<b>217,628</b>	259,119
Food and Banquet Revenue	72,710	138,792	117,519	78,055	96,521	173,540	179,053	99,902	172,321	71,135	<b>51,356</b>	52,897



HOSPITAL AUTHORITY  
AGENDA





CONSENT AGENDA





## MEMORIAL HOSPITAL AUTHORITY AGENDA

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

June 25, 2024 – 6:02 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Trustee Susan Eads	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. 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/s will be removed and heard in regular order.

1. Discussion, consideration, or possible action to approve the June 11, 2024 meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration and possible action regarding a resolution to renew the Projects Agreement required by the Tax Apportionment Refunding Bonds, Taxable Series 2018 for FY 2024-2025. (Finance - T. Cromar)
3. Discussion, consideration, and possible action of approving Amendment No. 2 with Tunnel, Spangler & Associates, Inc. for the schematic design and pricing of the Parklawn Drive and National Avenue Revitalization Project. (Planning & Zoning - M. Summers)

C. DISCUSSION ITEM.

1. Discussion, consideration, and possible action of the following agreement with Capitol Decisions, Inc. in the total amount of \$115,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from July 1, 2024 through June 30, 2025. (T. Lyon)

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 Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

E. EXECUTIVE SESSION.

1. Discussion, consideration, and possible action to 1) entering into executive session, as allowed under Title 25 Section 307 (B)(3) to discuss confidential communications concerning the purchase or appraisal of real property regarding Sooner Town Center and 2) authorizing the City Manager to take action as appropriate based on discussion. (City Manager - T. Lyon)

C. DISCUSSION ITEMS Continued.

2. Discussion, consideration, and possible action of approving an Ancillary Agreement with Sooner Town Center, LLC and Sooner Town Center II, LLC. (D. Maisch – City Attorney).

F. ADJOURNMENT.



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

## Midwest City Memorial Hospital Authority Minutes

June 11, 2024

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

Chairman Matt Dukes called the meeting to order at 6:54 PM with following members present:

Trustee Susan Eads	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, with the exception of Item 3, seconded by Eads. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: None. Motion carried.

1. Discussion, consideration, and possible action to approve the May 28, 2024 meeting minutes.
2. Discussion, consideration, and possible action of 1) accepting the FY 2023-2024 Year-End Report of the Trust Board of Grantors; and 2) approving the FY 2024-2025 Community Improvement Grant Program documents and schedule.
3. **Discussion, consideration, and possible action of approving an Ancillary Agreement with Sooner Town Center, LLC and Sooner Town Center II, LLC. Take No Action**

### DISCUSSION ITEMS.

1. **Discussion and update by SSM regarding status of improvements and operations at St. Anthony's Midwest Hospital. No action is necessary; this item is presented for informational and discussion purposes only.**

Stacy Coleman presented information and Trustees asked questions.

\*Eads left at 7:03 PM / returned at 7:07 PM.

\*\*HA recessed at 7:24 PM / Returned at 7:32 PM.

2. **Discussion, consideration, and possible action of re-appointing Amber Moody as the Mayor representative on the Midwest City Memorial Hospital Authority Trust Board of Grantors for a second four-year term ending on May 11, 2028.**

Byrne made a motion to approve re-appointment, seconded by Eads. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: None. Motion carried.

**3. Discussion, consideration, and possible action of appointing Megan Bain as the Ward 5 representative on the Midwest City Memorial Hospital Authority Trust Board of Grantors for a four-year term ending on May 23, 2028.**

After Staff and Trustee discussion, Bana made a motion to approve appointment, seconded by Favors. Voting Aye: Maxwell, Bana, and Favors. Nay: Eads, Byrne, Thompson, and Dukes. Motion Failed.

**4. Discussion, consideration, and possible action of appointing Chris Cooney as the Ward 1 representative on the Midwest City Memorial Hospital Authority Trust Board of Grantors for a four-year term ending on June 10, 2028.**

Eads made a motion to approve appointment, seconded by Byrne. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: None. Motion carried.

**5. Public hearing with discussion, consideration and possible action on a resolution of the Midwest City Memorial Hospital Authority approving its budget for Fiscal Year 2024-2025 in the amount of \$7,858,051 for the Discretionary, \$6,760,866 for the Compounded Principal, \$1,032,500 for the Miscellaneous, \$595,154 for the Grants divisions, and \$1,623,845 for the Sooner Rose Tax Increment Financing.**

Byrne made a motion to approve Resolution HA2024-01, seconded by Eads. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: None. Motion carried.

**6. Discussion, consideration, and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.**

No Action Needed.

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

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:47 PM.

ATTEST:

\_\_\_\_\_  
MATTHEW D DUKES II, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary



**Finance Department**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
[www.midwestcityok.org](http://www.midwestcityok.org)

TO: Honorable Chairman and Trustees

FROM: Tiatia Cromar, Finance Director

DATE: June 25, 2024

SUBJECT: Discussion, consideration and possible action regarding a resolution to renew the Projects Agreement required by the Tax Apportionment Refunding Bonds, Taxable Series 2018 for FY 2024-2025.

The projects agreement for the Series 2018 bond issues must be renewed each year. Expiration or termination of the sales tax agreement, constitutes a default event under the terms of our bonds.

Attached is a resolution to renew the agreement for fiscal year 2024-2025.

Tiatia Cromar  
Finance Director

RESOLUTION NO. HA2024-\_\_\_\_\_

**A RESOLUTION OF THE CITY OF MIDWEST CITY TO RENEW THE PROJECTS AGREEMENT REQUIRED BY THE TAX APPORTIONMENT REFUNDING BONDS, TAXABLE SERIES 2018.**

**WHEREAS**, the Council of the City of Midwest City, Oklahoma (hereinafter called the "City"), and the Midwest City Memorial Hospital Authority, an Oklahoma public trust (hereinafter called the "Authority"), entered into certain Projects Agreement (hereinafter called the "Agreement"), dated May 24, 2018, whereby the City agrees, subject to availability and appropriation of funds, to make payments from available funds on or before the 20th day preceding any interest payment date and any date that principal of the bonds is due and any other dates as determined by the Authority, to the Trustee on behalf of the Authority for immediate deposit in the Authority's Bond Fund created under the Tax Apportionment Refunding Bonds, Taxable Series 2018 Indenture (hereinafter called the "Indenture"). Consistent with the previous sentence, the City further agrees to promptly undertake the actions required to obtain any such appropriation at such time as will allow the City to make Project Payments when due. All such Project Payments shall be used as set forth in the Indenture and shall be in such amounts as are necessary for the payment when due of (a) principal of and interest on the Tax Apportionment Refunding Bonds, Taxable Series 2018 coming due at such time, and (b) all other amounts due under the Indenture; and

**WHEREAS**, it is necessary that this Agreement be renewed, ratified and affirmed for the fiscal year of the City dated July 1, 2024 through June 30, 2025.

**NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND TRUSTEES OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY:**

SECTION 1. The Projects Agreement dated May 24, 2018, each between the City and the Authority, are hereby renewed, ratified and affirmed by the governing body of the City of Midwest City, Oklahoma, for the fiscal year ending June 30, 2025.

PASSED AND APPROVED by the Chairman and Trustees of the Midwest City Memorial Hospital Authority in Midwest City, Oklahoma, this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

\_\_\_\_\_  
MATTHEW D. DUKES, II, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
DONALD MAISCH, Attorney



Planning & Zoning Department

Matt Summers, Director of Planning & Zoning  
Tami Anderson, Administrative Assistant  
Emily Richey, Current Planning Manager  
Petya Stefanoff, Comprehensive Planner  
Cameron Veal, Associate Current Planner

---

**TO:** Honorable Chairman and Trustees of the Memorial Hospital Authority  
**FROM:** Matt Summers, Director of Planning & Zoning  
**DATE:** June 25<sup>th</sup>, 2024  
**SUBJECT:** Discussion, consideration, and possible action of approving Amendment No. 2 with Tunnel, Spangler & Associates, Inc. for the schematic design and pricing of the Parklawn Drive and National Avenue Revitalization Project.

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On May 24, 2022, the City of Midwest City entered into a professional services agreement with TSW for schematic design and pricing of the Parklawn Drive and National Avenue Revitalization project. This project has since been renamed 'Plaza 62'. On June 28, 2023, the first amendment to this agreement was approved extending the agreement through June 30, 2024.

This second amendment extends the agreement through June 30, 2025, and adds the Memorial Hospital Authority as a party to the professional services agreement.

Most of the deliverables from this agreement have been received, with the largest outstanding item yet to be received being the branding document. Staff anticipates that the remaining deliverables from this agreement will be received within the next ninety (90) days.

Funds for this project are available in Account #425 for the Memorial Hospital Authority (Project #902301).

Sincerely,

Matt Summers, AICP  
Director of Planning & Zoning

Attachment: Professional Services Agreement

**SECOND AMENDMENT TO AGREEMENT  
PROFESSIONAL SERVICES AGREEMENT**

**between**

**Tunnell, Spangler & Associates, Inc. d/b/a TSW**

**And**

**THE CITY OF MIDWEST CITY**

**And**

**THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY**

**THIS SECOND AMENDMENT TO THE AGREEMENT** (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation (hereinafter referred to as “**City**”), and The Midwest City Hospital Authority (hereinafter referred to as “**Authority**”), and Tunnell, Spangler & Associates, Inc. d/b/a TSW (hereinafter referred to as “**Service Provider**”) (**City**, **Authority**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

Pursuant to Paragraph 24 of the Agreement between City and Service Provider, the following amendment is hereby agreed to between the parties:

All references to the term “City” are hereby amended to say “City and Authority”.

All references to the term “City Manager” are hereby amended to say “City Manager and General Manager”.

The term for this Agreement is for one year, commencing on July 1, 2024 and ending on June 30, 2025. This Agreement may be extended by mutual agreement of the parties, in writing, for an additional four (4) one-year terms.

All other terms and conditions contained in the original contract shall remain in full force and effect.

**Tunnel, Spangler & Associates, LLC.:**

\_\_\_\_\_  
Mr. Adam Williamson  
Senior Principal

Date: \_\_\_\_\_

**For City of Midwest City:**

\_\_\_\_\_  
Matt Dukes, II  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Sara Hancock, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Donald D. Maisch, City Attorney

**For Midwest City Memorial Hospital Authority:**

\_\_\_\_\_  
Matt Dukes, II  
Chairman

Date: \_\_\_\_\_

\_\_\_\_\_  
Sara Hancock, Secretary

Approved as to form and legality:

\_\_\_\_\_  
Donald D. Maisch, City Attorney



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](mailto:tlyon@midwestcityok.org)

[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: June 25, 2024

Subject: Discussion, consideration, and possible action of the following agreement with Capitol Decisions, Inc. in the total amount of \$115,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from July 1, 2024 through June 30, 2025.

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The following twelve-month agreement with Capitol Decisions, Inc. is provided for your review, covering the period of July 1, 2024 through June 30, 2025.

Action on this item is at the discretion of the Authority.

Tim Lyon  
General Manager/Administrator

# CONSULTANT AGREEMENT

This agreement is executed this 25th day of June, 2024, by and between the Midwest City Memorial Hospital Authority, a public trust, hereinafter called "the Authority" and Capitol Decisions, Inc., hereinafter called "Consultant".

## IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Consultant will perform certain government relations consulting services during the term of this agreement with respect to federal legislative and administrative matters of importance to the economic and redevelopment interests of the Authority, as specified in the Statement of Work, attached and made a part hereof.
2. It is understood and agreed, with respect to the services the Consultant shall render pursuant to paragraph 1 above, that the Consultant will perform such services, exclusively as an independent contractor to, and not as agent or employee of the Authority.
3. The Consultant will hold in a fiduciary capacity for the benefit of the Authority all secret or confidential information, data or policies relating to the Authority which shall have been obtained by the Consultant during the term of this Agreement. The terms of this Section do not apply to any information which becomes a part of the public record.
4. The Consultant hereby agrees to hold the Authority harmless and indemnify it from any liability, suit, cause of action, or other legal proceedings which may be brought or claimed against the Authority as a result of the Consultant's performances under this Agreement.
5. No alteration or variation of the terms or conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto.
6. All services performed by the Consultant under this Agreement shall be coordinated by the signatory of the Consultant and should be performed by J.R. Reskovic. The rights and obligations of the Consultant hereunder are not assignable and cannot be delegated, as the Consultant has unique skills and abilities and specific performance is necessary. Any such purported assignment or delegation without the written consent of the Authority shall be void and, at the option of the Authority, this Agreement shall be terminated.
7. The Consultant agrees that in the performance of this Agreement it will comply with all applicable local, State and Federal laws. The parties agree that no federal appropriated funds have been paid or will be paid, by or on behalf of

them, to any person for influencing or attempting 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 this Agreement. It is understood that Capitol Decisions, Inc. may have to register under the Lobbying Disclosure Act of 1995 (P.L. 104-65) on behalf of the Authority.

8. Tim Lyon, General Manager/Administrator for the Authority shall be the Authority representative for all matters pertaining to this Agreement.
9. For all of the services and undertakings of the Consultant hereunder during the term of this Agreement, the Authority shall pay to the Consultant \$115,000.00 payable in eleven (11) monthly installments of \$9,583.33 and one (1) monthly installment of \$9,583.37, which shall be invoiced by Consultant and due each month for the term of this Agreement.
10. The term of this Agreement shall commence on July 1, 2024 and shall continue in effect until June 30, 2025 unless terminated by a 30 day written notice by either party. Furthermore, this Agreement can be extended for an additional twelve (12) month period under the same terms and conditions by agreement of both parties.
11. All records, reports, notes, data, models, exhibits, computer files, videos, and any and all other written, audio or video materials (hereinafter collectively referred to as "materials") whether generated, received or in the possession of the Consultant due to this Agreement, shall be the exclusive property of the Authority. The Authority may request and the Consultant shall deliver such materials to the Authority and unless otherwise agreed to by the Authority, the Consultant shall not retain any copy of any such materials for his own files, in whatsoever form such materials may be. It is the agreement of the parties that this Section is for the benefit of the Authority and it is the purpose of this Section, if exercised, to provide for the purging of the Consultant's files so as to provide the utmost security and confidentiality with regard to all work performed pursuant to this Agreement. The terms of this Section shall not apply to information that becomes part of the public record.
12. Any legal action brought by either party to enforce this Agreement shall be decided pursuant to the laws of the State of Oklahoma and the parties hereto agree that venue shall be proper only in the District Court of Oklahoma County, Oklahoma. If any such action is commenced and a final unappealable order issued, the prevailing party shall be entitled to collect from the other party reasonable attorney fees and costs.

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto on the day and year first above written.

"CONSULTANT"  
**Capitol Decisions, Inc.**  
800 Maine Avenue, SW, Suite 800  
Washington, DC 20024

(Seal)  
ATTEST:

Brian H. Robinson

By:

H. Stewart Van Scoyoc  
H. Stewart Van Scoyoc, President

"AUTHORITY"  
**Midwest City Memorial Hospital Authority,  
a public trust**  
100 N. Midwest Blvd.  
Midwest City, Oklahoma 73110

(Seal)  
ATTEST:

\_\_\_\_\_  
Secretary

By:

\_\_\_\_\_  
Matthew D. Dukes II, Chairman

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Counsel for the Authority

## Statement of Work

Under the terms of the attached Consultant Agreement, the Consultant will support the Midwest City Memorial Hospital Authority as follows:

- Consultant will act as a legislative liaison between the Midwest City Memorial Hospital Authority and the United States Congress in advancing the economic, community development and redevelopment interests of the community.
- Consultant will provide Midwest City Memorial Hospital Authority representation in utilizing Congressional, Executive Branch and federal agency expertise in enhancing the development opportunities of Midwest City.
- Consultant will seek and identify funding opportunities that correlate with Midwest City's efforts to improve access to Rose State College/The Reed Center; improve public facilities and infrastructure throughout the city, to include Midwest City's water and sewer systems; to further economic development; to improve energy consumption through alternative energy sources; to improve public safety; to revitalize neighborhoods; and to make improvements along the I-40 and State Highway 62 corridors.
- Consultant will assist the Midwest City Memorial Hospital Authority in the development and timing of strategies, plans and funding applications when funding sources are identified.
- Consultant will use its network of contacts, associates and support organizations to provide timely information about and monitoring of any pending Midwest City applications for federal funding.
- Consultant will provide information to the Oklahoma Congressional Delegation regarding issues of importance to Midwest City.
- Consultant will maintain a consistent dialogue with the Midwest City Memorial Hospital Authority verbally and through electronic reporting methods on activities/meetings of significance to Midwest City.
- Consultant will provide written reports and verbal briefings as needed during the contract period documenting the Consultant's activities to support Midwest City's economic development, community development and redevelopment interests.



NEW BUSINESS/  
PUBLIC DISCUSSION





EXECUTIVE SESSION





Midwest City Memorial Hospital Authority  
100 North Midwest Boulevard Midwest City, OK 73110  
Office (405) 739-1207  
tlyon@midwestcityok.org  
[www.midwestcityok.org](http://www.midwestcityok.org)

## MEMORANDUM

To: Midwest City Memorial Hospital Authority Trustees

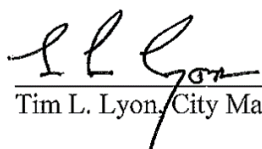
From: Tim Lyon, General Manager/Administrator

Date: June 25, 2024

Subject: Discussion, consideration, and possible action to 1) entering into executive session, as allowed under Title 25 Section 307 (B)(3) to discuss confidential communications concerning the purchase or appraisal of real property regarding Sooner Town Center and 2) authorizing the City Manager to take action as appropriate based on discussion. (City Manager - T. Lyon)

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Appropriate information will be dispersed during executive session.

  
Tim L. Lyon, City Manager





DISCUSSION ITEMS





**City Attorney, Donald D. Maisch**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
DMaisch@midwestcityok.org  
Office: 405.739.1203  
[www.midwestcityok.org](http://www.midwestcityok.org)

**MEMORANDUM**

To: Chair and Members of the Midwest City Memorial Hospital Authority

From: Donald D. Maisch, City Attorney

Date: June 25, 2024

RE: Discussion, consideration, and possible action of approving an Ancillary Agreement with Sooner Town Center, LLC and Sooner Town Center II, LLC. (D. Maisch – City Attorney).

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Due to the loss of Dick's Sporting Goods, Sooner Town Center II is experiencing issues concerning the loan with First National Bank. Through this Ancillary Agreement, Sooner Town Center will assist Sooner Town Center, II with making the payments on the loan. This cost will be born equally between Sooner Town Center and the City of Midwest City.

The Ancillary Agreement specifies that a \$380,000 transfer will occur for calendar year 2024 and a \$390,000 transfer will occur for calendar year 2025, if the bank only requires interest payments to be made. If the bank requires principle to be paid, then these numbers could increase to nor more than \$590,000 for calendar year 2024 and \$700,000 for calendar year 2025. Then the Ancillary Agreement will be evaluated to determine if it will need to continue.

This is a short term agreement just to assist Sooner Town Center II until Dick's can be re-leased.

Respectfully submitted,

Donald D. Maisch  
City Attorney

**ANCILLARY AGREEMENT**  
**between**  
**SOONER TOWN CENTER, LLC,**  
**SOONER TOWN CENTER II, LLC,**  
**THE MIDWEST CITY MUNICIPAL HOSPITAL AUTHORITY,**  
**And**  
**THE CITY OF MIDWEST CITY**

---

**THIS ANCILLARY AGREEMENT** (hereinafter referred to as “**Agreement**”) is entered into by and among: Sooner Town Center, LLC, a corporation doing business in the State of Oklahoma (hereinafter referred to as “**STC**”); Sooner Town Center II, LLC, a corporation doing business in the State of Oklahoma (hereinafter referred to as “**STC II**”); The Midwest City Memorial Hospital Authority, a public trust, established pursuant to the laws of the State of Oklahoma (hereinafter referred to as “**Authority**”); and The City of Midwest City, a municipal corporation (hereinafter referred to as “**City**”) (all four (4) together referred to as “**Parties**”), and is effective upon the date of execution by the last party hereto.

**WITNESSETH:**

**WHEREAS, STC** and the **City** entered into an Amended Midwest City Downtown Redevelopment Agreement on or about January 18, 2005. The Amended Midwest City Downtown Redevelopment Agreement remains in full force and effect to this day; and

**WHEREAS,** one provision of the Amended Midwest City Downtown Redevelopment Agreement is the calculation and payment of Participation Rent by **STC** to the **City**; and

**WHEREAS, STC II** and FNB Community Bank entered into a Loan Agreement on or about September 18, 2012 whereby FNB Community Bank loaned **STC II** the amount of \$9,136,970.00 for upgrades to certain property located in Midwest City, Oklahoma; and

**WHEREAS,** the **Authority** is the landlord of the property where the upgrades to the property that was the subject of the September 18, 2012 loan. The **Authority** signed a Ratification by Hospital Trust on September 18, 2012 consenting to the Loan Agreement; and

**WHEREAS,** upgrades to the property included improvements to allow Dick’s Sporting Goods to open a store at the location of the property that is the subject of the loan; and

**WHEREAS,** on or about January 1, 2023, Dick’s Sporting Goods closed its store at the location of the property that was used as collateral for the loan; and

**WHEREAS,** since the closing of the Dick’s Sporting Goods store, the site has remained vacant; and

**ANCILLARY AGREEMENT**  
**between**  
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**And**  
**THE CITY OF MIDWEST CITY**

---

**WHEREAS**, due to the vacancy of the Dick’s Sporting Goods location, the rent anticipated to be received by **STC II** which would be used for the repayment of the loan has not been available; and

**WHEREAS**, due to the loss of rent due to the closing of the Dick’s Sporting Goods store, operating revenue for **STC II** has been reduced causing issues with the repayment of the loan by **STC II** to FNB Community Bank; and

**WHEREAS**, due to the loss of operating revenue by **STC II**, the **Parties** have reached the following agreement; and

**NOW, THEREFORE**, for and in consideration of the above premises and mutual covenants as set forth herein, **STC, STC II, the City, and the Authority** hereby agree as follows:

**1. AGREEMENT**

A. **STC** agrees to making cash transfers to **STC II** to cover any excess expenses over available cash (Operating Deficit) required to maintain and operate the project until the Dick’s Sporting Goods location is leased and new tenants are paying rent in accordance with said lease(s).

B. The cash transfers to fund the Operating Deficit shall be considered an adjustment to operating expenses by **STC** and done prior to the calculation of Participation Rent between **STC** and the **City**.

C. The cash transfers shall be equivalent to the Cash Operating Deficits which are estimated to be in the following amounts for the following years:

- i. For the remainder of calendar year 2024, the cash transfer is estimated to be three hundred and eighty thousand dollars (\$380,000.00); and

**ANCILLARY AGREEMENT**  
**between**  
**SOONER TOWN CENTER, LLC,**  
**SOONER TOWN CENTER II, LLC,**  
**THE MIDWEST CITY MUNICIPAL HOSPITAL AUTHORITY,**  
**And**  
**THE CITY OF MIDWEST CITY**

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ii. For calendar year 2025, the cash transfer is estimated to be three hundred and ninety thousand dollars (\$390,000.00).

D. The amounts estimated in Paragraph C above shall not exceed five hundred and thirty thousand dollars (\$530,000.00) for calendar year 2024 and seven hundred thousand dollars (\$700,000.00) for calendar year 2025.

**2. COMMENCEMENT AND DURATION OF ANCILLARY AGREEMENT**

A. This **Agreement** shall commence on May 1, 2024.

B. This **Agreement** shall remain in effect until December 31, 2025.

C. This **Agreement** may be extended by mutual agreement of the **Parties**, in writing, signed and executed by all parties.

**3. TERMINATION**

This **Agreement** may be terminated by written agreement of the **Parties**, if the former Dick's Sporting Goods store location is no longer vacant and is occupied.

**4. NOTICES**

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

The City of Midwest City, City Clerk/Secretary for the Midwest City  
Memorial Hospital Authority  
100 N. Midwest Boulevard  
Midwest City, OK 73110

And

City Manager for the City of Midwest City/  
General Manager for the Midwest City Municipal Hospital Authority

**ANCILLARY AGREEMENT**  
**between**  
**SOONER TOWN CENTER, LLC,**  
**SOONER TOWN CENTER II, LLC,**  
**THE MIDWEST CITY MUNICIPAL HOSPITAL AUTHORITY,**  
**And**  
**THE CITY OF MIDWEST CITY**

---

100 N. Midwest Boulevard  
Midwest City, OK 73110

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

Collett & Associates  
P.O. Box 36799  
Charlotte, NC 28236-6799

And

Robert Collett  
Manager of STC and STC II for  
Collette & Associates PO Box 9119  
Morganton , NC 28680.

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

**5. ABIDES BY LAW**

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

**6. ASSIGNMENT AND SUBLEASE**

**STC and STC II** may not assign or sublease its interest under this **Agreement** without the prior written consent of the **City and Authority**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the

**ANCILLARY AGREEMENT**  
between  
**SOONER TOWN CENTER, LLC,**  
**SOONER TOWN CENTER II, LLC,**  
**THE MIDWEST CITY MUNICIPAL HOSPITAL AUTHORITY,**  
And  
**THE CITY OF MIDWEST CITY**

---

STC and STC II and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this Agreement and upon approval of such sublease by City and Authority. The City and Authority may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of City or Authority. Upon approval of such assignment or sublease, STC and STC II will not be relieved of future performance, liabilities, and obligations under this Agreement. City and Authority shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by STC and STC II within forty-five (45) days after the entering into of same.

**7. COMPLETE AGREEMENT AND AMENDMENT**

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

**8. TIME OF ESSENCE**

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

**9. MULTIPLE ORIGINALS**

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

**10. ANTI-COLLUSION**

STC and STC II agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the City or Authority as to the terms or conditions of this Agreement, and has not and will not exchange, give or donate money or other



**ANCILLARY AGREEMENT**  
between  
**SOONER TOWN CENTER, LLC,**  
**SOONER TOWN CENTER II, LLC,**  
**THE MIDWEST CITY MUNICIPAL HOSPITAL AUTHORITY,**  
And  
**THE CITY OF MIDWEST CITY**

---

things of value for special consideration to any officials, trustees, or employees of the **City or Authority**, either directly or indirectly, in procuring and execution of this **Agreement**.

**11. BREACH AND DEFAULT**

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

**12. THIRD PARTY BENEFICIARIES**

All **Parties** expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of **STC and STC II, the City and Authority**, and none of the provisions hereof are intended to benefit any third parties.

**13. VENUE AND CHOICE OF LAW**

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

**14. DISPUTE RESOLUTION**

Any **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term



**ANCILLARY AGREEMENT**  
**between**  
**SOONER TOWN CENTER, LLC,**  
**SOONER TOWN CENTER II, LLC,**  
**THE MIDWEST CITY MUNICIPAL HOSPITAL AUTHORITY,**  
**And**  
**THE CITY OF MIDWEST CITY**

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of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the **Parties** will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

**15. VALIDITY**

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

**16. NO WAIVER**

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this

**ANCILLARY AGREEMENT**  
between  
**SOONER TOWN CENTER, LLC,**  
**SOONER TOWN CENTER II, LLC,**  
**THE MIDWEST CITY MUNICIPAL HOSPITAL AUTHORITY,**  
And  
**THE CITY OF MIDWEST CITY**

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**Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

**17. AMENDMENT**

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by all **Parties**. The **City** hereby delegates to the City Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%). The **Authority** hereby delegates to the General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]*

**ANCILLARY AGREEMENT**  
**between**  
**SOONER TOWN CENTER, LLC,**  
**SOONER TOWN CENTER II, LLC,**  
**THE MIDWEST CITY MUNICIPAL HOSPITAL AUTHORITY,**  
**And**  
**THE CITY OF MIDWEST CITY**

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

Sooner Town Center, LLC: Robert C. Collett

Name: Robert C. Collett

Title: manager

Sooner Town Center II, LLC: Robert C. Collett

Name: Robert C. Collett

Title: manager

*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]*

**ANCILLARY AGREEMENT**  
**between**  
**SOONER TOWN CENTER, LLC,**  
**SOONER TOWN CENTER II, LLC,**  
**THE MIDWEST CITY MUNICIPAL HOSPITAL AUTHORITY,**  
**And**  
**THE CITY OF MIDWEST CITY**

---

**APPROVED** by the Council and **SIGNED** by the Mayor of The City of Midwest City  
this \_\_\_\_ day of \_\_\_\_\_, 2024.

**THE CITY OF MIDWEST CITY**

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**MATTHEW D. DUKES, II**  
**MAYOR**

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SARA HANCOCK, CITY CLERK

**REVIEWED** for form and legality.

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DONALD D. MAISCH, CITY ATTORNEY

**ANCILLARY AGREEMENT**  
**between**  
**SOONER TOWN CENTER, LLC,**  
**SOONER TOWN CENTER II, LLC,**  
**THE MIDWEST CITY MUNICIPAL HOSPITAL AUTHORITY,**  
**And**  
**THE CITY OF MIDWEST CITY**

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**APPROVED** by the Trustees and **SIGNED** by the Chair of The Midwest City Memorial Hospital Authority this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**MIDWEST CITY MEMORIAL HOSPITAL  
AUTHORITY**

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**MATTHEW D. DUKES, II**  
**CHAIR**

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**SARA HANCOCK, SECRETARY**

**REVIEWED** for form and legality.

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**DONALD D. MAISCH, ATTORNEY**



ECONOMIC DEVELOPMENT  
AUTHORITY AGENDA





CONSENT AGENDA





## **SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA**

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

June 25, 2024 – 6:03 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Trustee Susan Eads	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. **CONSENT AGENDA.** These items are placed on the Consent Agenda so the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any Trustee requests to discuss an item(s) or if unanimous consent is not received, then the item or items will be removed and heard in regular order.
- 1.** Discussion, consideration, or possible action to approve the June 11, 2024 special meeting minutes. (Secretary - S. Hancock)
  - 2.** Discussion, consideration, and possible action of approving the First Amendment to renew the contract with Johnson & Associates to develop plans for the NE 23<sup>rd</sup> St sewer extension for budget year FY 24/25. (Engineering & Construction Services - B. Bundy)
  - 3.** Discussion, consideration, and possible action approving 1) the First Amendment with LMRK Engineering, LLC; and 2) the Third Amendment with Plummer Associates, Inc, to renew the contracts for FY 24/25. (Engineering & Construction Services - B. Bundy)
- C. **PUBLIC DISCUSSION.** The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- D. **ADJOURNMENT.**



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

## Midwest City Economic Development Authority Minutes

June 11, 2024

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 7:47 PM with the following members present:

Trustee Susan Eads	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. Byrne made a motion to approve the consent agenda, seconded by Thompson. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors, Dukes. Nay: None. Motion carried.

1. Discussion, consideration, and possible action to approve the February 27, 2024 meeting minutes.
2. Discussion, consideration, and possible action to approve the May 28, 2024 special meeting minutes.
3. Discussion, consideration and possible action of approving the management representation letter to Grant Thornton LLP and accepting the draft final report for Sooner Town Center, LLC for calendar years ending December 31, 2023 and 2022.

### DISCUSSION ITEMS.

1. **Public hearing with discussion, consideration and possible action on a resolution of the Midwest City Economic Development Authority approving its budget for Fiscal Year 2024-2025 in the amount of \$663,863.**

Favors made a motion to approve Resolution EDA2024-01, seconded by Eads. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors, Dukes. Nay: None. Motion Carried.

PUBLIC DISCUSSION. There was no public discussion.

### ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:48 PM.

ATTEST:

\_\_\_\_\_  
MATTHEW D DUKES II, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary



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

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**TO :** Chairman and Trustees of the Economic Development Authority

**FROM :** Brandon Bundy, P.E., Director

**DATE :** June 25, 2024

**SUBJECT :** Discussion, consideration, and possible action of approving the First Amendment to renew the contract with Johnson & Associates to develop plans for the NE 23<sup>rd</sup> St sewer extension for the budget year FY 24/25.

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Each contract expires at the end of the fiscal year so it is necessary to renew the contract. Per our current contract template with which most of these are based; the terms of the contract can be renewed by mutual agreement of both parties.

<b>Contractor</b>	<b>Project Description</b>	<b>Status</b>	<b>Contract</b>	<b>Balance</b>
Johnson & Associates	Prepare plans for extension of Sanitary Sewer line from Soldier Creek Industrial Park to the NE to serve area of NE 23rd St from Midwest Blvd to Dolph Ave	Design underway. Est Construction 2025	\$117,000.00	\$90,200.00

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

Attachment

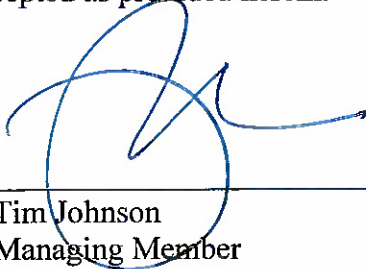
**FIRST AMENDMENT  
TO LETTER AGREEMENT  
FOR PROFESSIONAL SERVICES  
JOHNSON & ASSOCIATES. LLC  
AND  
THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY**

Pursuant to Paragraph 5.A. of the Professional Services Agreement dated December 12, 2023, the following amendment is hereby agreed to between the parties:

The following is a new paragraph to be added at the end of the Terms and Conditions of Services section of the Consultant Agreement:

The term for this Letter Agreement is for one year, commencing on July 1, 2024 and ending on June 30, 2025. This Letter Agreement may be extended by mutual agreement of the parties, in writing, until the Project is completed and accepted as provided herein.

**Johnson & Associates, LLC:**



\_\_\_\_\_  
Tim Johnson  
Managing Member

Date: 6.13.2024

**Midwest City Economic Development Authority:**

\_\_\_\_\_  
Matt Dukes, II  
Chairman

Date: \_\_\_\_\_

\_\_\_\_\_  
Sara Hancock, Secretary

Approved as to form and legality:

\_\_\_\_\_  
Donald D. Maisch, Attorney



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

**TO :** Chairman and Trustees of the Economic Development Authority

**FROM :** Brandon Bundy, P.E., Director


**DATE :** June 25, 2024

**SUBJECT :** Discussion, consideration, and possible action approving 1) the First Amendment with LMRK Engineering LLC; and 2) the Third Amendment with Plummer Associates to renew the contracts for FY 24/25.

Each contract expires at the end of the fiscal year so it is necessary to renew these contracts. All of the below listed contractors have reviewed their contracts and an amendment signed. Per our current contract template with which most of these are based; the terms of the contract can be renewed by mutual agreement of both parties.

<b>Contractor</b>	<b>Project Description</b>	<b>Status</b>	<b>Contract</b>	<b>Balance</b>	<b>Fund</b>
* LMRK Engineering LLC	Prepare plans for rehabilitation of Sanitary Sewer in area of Rose State / Hospitality District / Sooner Rose	90% Plans complete and at ODEQ for permit review. Est bid early Fall 2024	\$155,000.00	\$21,000.00	353
* Plummer Associates, Inc.	Prepare plans for two related projects; Sewer extension to serve Centrillum Proteins and water extension to serve both Centrillum Proteins and Water Resources Recovery Facility (WRRF)	Sewer extension is under construction. Water extension is pending final review before bidding (August 2024)	\$358,768.00	\$122,482.92	353

\* This contract is also on the Midwest City Council agenda for approval

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

Attachment

**FIRST AMENDMENT  
TO LETTER AGREEMENT  
FOR PROFESSIONAL SERVICES  
BETWEEN LMRK ENGINEERING  
AND  
CITY OF MIDWEST CITY**

Pursuant to Paragraph 5.A. of the Professional Services Agreement dated March 28, 2023, the following amendment is hereby agreed to between the parties:

The following is a new paragraph to be added at the end of the Terms and Conditions of Services section of the Consultant Agreement:

The term for this Letter Agreement is for one year, commencing on July 1, 2024 and ending on June 30, 2025. This Letter Agreement may be extended by mutual agreement of the parties, in writing, until the Project is completed and accepted as provided herein.

**LMRK Engineering:**



Reza Khakpour  
President

Date: 6/5/2024

**For City of Midwest City:**

**For Midwest City Economic Development  
Authority:**

\_\_\_\_\_  
Matt Dukes, II  
Mayor

\_\_\_\_\_  
Matt Dukes, II  
Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Sara Hancock, City Clerk

\_\_\_\_\_  
Sara Hancock, Secretary

Approved as to form and legality:

Approved as to form and legality:

\_\_\_\_\_  
Donald D. Maisch, City Attorney

\_\_\_\_\_  
Donald D. Maisch, Attorney

**THIRD AMENDMENT  
TO LETTER AGREEMENT  
FOR PROFESSIONAL SERVICES  
BETWEEN PLUMMER ASSOCIATES, INC.  
AND  
CITY OF MIDWEST CITY**

Pursuant to Paragraph 5.A. of the Professional Services Agreement dated July 26, 2022, the following amendment is hereby agreed to between the parties:

The following is a new paragraph to be added at the end of the Terms and Conditions of Services section of the Consultant Agreement:

The term for this Letter Agreement is for one year, commencing on July 1, 2024 and ending on June 30, 2025. This Letter Agreement may be extended by mutual agreement of the parties, in writing, until the Project is completed and accepted as provided herein.

**Plummer Associates, Inc.**

Cletus R Martin

Cletus R Martin  
Principal

Date: 05/23/2024

**For City of Midwest City:**

**For Midwest City Economic Development  
Authority:**

\_\_\_\_\_  
Matt Dukes, II  
Mayor

\_\_\_\_\_  
Matt Dukes, II  
Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Sara Hancock, City Clerk

\_\_\_\_\_  
Sara Hancock, Secretary

\_\_\_\_\_  
Approved as to form and legality:

\_\_\_\_\_  
Approved as to form and legality:

\_\_\_\_\_  
Donald D. Maisch, City Attorney

\_\_\_\_\_  
Donald D. Maisch, Attorney



NEW BUSINESS/  
PUBLIC DISCUSSION

