



CITY COUNCIL AGENDA





CITY OF MIDWEST CITY MEETINGS FOR November 13, 2025

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 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

November 13, 2025 – 6:00 PM

Presiding members: Mayor Matthew Dukes

Ward 1 Vacant

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

Attorney Vicki Floyd

A. **CALL TO ORDER.**

B. **OPENING BUSINESS.**

- Invocation
- Pledge of Allegiance
- Mayoral Proclamations:
 - National Stormwater Day
 - America Recycles Day
- 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, and possible action to approve the meeting minutes for October 28, 2025. (City Clerk - S. Hancock)
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2025-2026 increase: Grants, revenue/Intergovernmental (88) \$110,370; expenditures/Transfer Out (88) \$110,370. Disaster Relief, revenue/Transfers In (88) \$110,370. Grants, revenue/Intergovernmental (62) \$347,632; revenue/Transfers In (62) \$19,094; expenditures/Police Department (62) \$366,726. MWC Police Department, expenditures/Transfers Out (62) \$19,094. -(T. Cromar- Finance)
3. Discussion, consideration, and possible action of a resolution recommending selection of Consor Engineers, LLC, as the engineer responsible for the annual city bridge inspections for compliance with National Bridge Inspection Standards for the term of April 1, 2026, to March 31, 2028. (Public Works - R. Streets)

4. Discussion, consideration, and possible action of 1) approving and accepting a grant award from the State of Oklahoma, by and through the District Attorneys Council in the amount of \$347,632.00 to continue the MWCPD Crisis Intervention and Response Team and program; and 2) authorization of the Mayor, City Manager, and/or his designee to enter into the necessary contracts and documents to implement all aspects of the grant. (G. Wipfli – Police Chief)
5. Discussion, consideration, and possible action approving the first amendment to the agreement with H&H Plumbing & Utilities, Inc., to include Change Order No. 1 to provide all necessary services to complete the Northside Utilities Water Project in an increased amount of \$270,035.00. (Public Works - R. Streets)
6. Discussion, consideration, and possible action of approving appointments to the Police Community Advisory Board (PCAB). (Chief Wipfli)
7. Discussion, consideration, and possible action of approving a resolution for 1) sponsorship of a Transportation Alternatives Program application to construct approximately three quarters (3/4) of a mile of the Palmer Loop trail, and 2) authorizing the City Manager to sign the application. (Community Development - M. Summers)

D. DISCUSSION ITEMS.

1. (PC-2220) Public hearing, discussion, consideration, and possible action to consider approval of the Final Plat of Cypress Village, for the property located at 1120 S. Post Road and 10100 SE 10th Street, Midwest City, Oklahoma. (Community Development - M. Summers)
2. Discussion, consideration, and possible action to approve an ordinance amending the Midwest City Municipal Code, Chapter 28 Offenses – Miscellaneous, Article V, Offenses Against Public Peace; by adopting Section 28-86.2, Interfering with a First Responder Engaged in Lawful Performance of Duties; and amending Chapter 1, General Provisions, Section 1-15, Specific Penalty for Violations of Code; and Providing for Repealer and Severability. (V. Floyd - Prosecuting Attorney).
3. Discussion, consideration, and possible action of accepting the 2025 Water Master Plan. (R. Paul Streets - Public Works Director).

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

F. ADJOURNMENT.



CONSENT AGENDA



Notice for the Midwest City Council meetings was filed for the calendar year with the City Clerk of Midwest. 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).

Midwest City Council Minutes

October 28, 2025

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 6:01 PM with the following members present:

Ward 1 Vacant	Ward 2 Pat Byrne	City Manager Tim Lyon
Ward 3 Rita Maxwell	Ward 4 Marc Thompson	Acting City Clerk Susan Mullendore
	Ward 6 Rick Favors	City Attorney Don Maisch

Absent: Ward 5 Sara Bana

OPENING BUSINESS. The Invocation was given by City Manager Tim Lyon. The Pledge of Allegiance was led by Carl Albert ROTC cadets. Mayor presented proclamations to Susan Eads and Seth Brown.

At 6:13PM Council recessed and moved to Economic Development Authority Meeting; Council reconvened at 6:30 PM.

City Manager Lyon made community-related announcements and comments.

CONSENT AGENDA. Maxwell made a motion to approve the consent agenda with the exception to pull Items 7 and 10, seconded by Favors. Voting Aye: Byrne, Maxwell, Thompson, Favors, and Dukes. Nay: None. Absent: Bana. Motion Carried.

1. Discussion, consideration, and possible action to approve the meeting minutes for September 23, 2025.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2025-2026 increase: Fire Capitalization fund, expenditures/Capital Outlay-Vehicles (64) \$278,945; Risk fund, expenditures/Risk (29) \$413,000; Worker's Comp fund, expenditures/Risk (29) \$1,084,000. Grants fund, revenue/Intergovernmental (62) \$47,060; expenditures/overtime (62) \$40,000; expenditures/social security (62) \$3,060; expenditures/Travel & School (62) \$4,000. General Gov't Sales Tax fund, revenue/Transfers In (05) \$990,000; expenditures/Community Development (05) \$990,000.
3. Discussion, consideration, and possible action regarding an additional 0.95 percent across the board increase to the base salary of City Employees not covered by a collective bargaining agreement, be effective retroactive to July 1, 2025.

4. Discussion, consideration, and possible action regarding an additional 0.95 percent across the board increase to the base salary of City Employees covered by the IAFF Local #2066 collective bargaining agreement, be effective retroactive to July 1, 2025.
5. Discussion, consideration, and possible action of approving the School Resource Officer Mutual Cooperation Agreement with the Mid-Del School System beginning July 1, 2025. Mid-Del School System will pay the City the amount of \$369,965.00 for the term of the contract and delegate to the City Manager the authority to sign the contract.
6. Discussion, consideration, and possible action of approving Resolution 2025-30 authorizing application for financial assistance from the Association of Central Oklahoma Governments' Public Fleet Conversion Grants Fund.
8. Discussion, consideration, and possible action of accepting a Grant of Permanent Easement from Jamil A & Taiseka L. Adams across property located at 8538 NE 23rd Street within the Northeast Quarter (NE/4) of Section Twenty-Six (26), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma within the municipal corporate boundaries of Midwest City.
9. Discussion, consideration and possible action of appointing Mr. Charles Jackson to the Traffic and Safety Commission for a term of three (3) years.
11. Discussion, consideration, and possible action to declare (23) Fluorescence Panel Lights, (1) Washing machine, (1) Dryer and (1) Leg Press Machine, as surplus and authorizing disposal by public auction, sealed bid, or other necessary means.
12. Discussion, consideration, and possible action of 1) declaring unit 15-02-06 a 2005 Chevy Colorado as obsolete, defective, or replaced; and 2) authorizing the disposal by public auction, sealed bid or other means as necessary.
13. Discussion, consideration, and possible action of declaring various computer equipment and other miscellaneous items per attached memo as obsolete, defective, or replaced and authorizing their disposal by public auction, sealed bid or other means as necessary.
- 10. Discussion, consideration and possible action of appointing Ms. Terrycia Casteel-Edwards to fill the Ward 3 appointment to the Park and Recreation Board Committee.**

Maxwell and Thompson spoke. Byrne made a motion to approve appointment, seconded by Thompson. Voting Aye: Byrne, Maxwell, Thompson, Favors, and Dukes. Nay: None. Absent: Bana. Motion Carried.

- 7. Discussion, consideration, and possible action of accepting a Grant of Permanent Easement from Jamil A & Taiseka L. Adams across property located at 8508 NE 23rd Street within the Northeast Quarter (NE/4) of Section Twenty-Six (26), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma within the municipal corporate boundaries of Midwest City.**

Streets addressed Council. After discussion, Byrne made a motion to approve easement, seconded by Favors. Voting Aye: Byrne, Maxwell, Thompson, Favors, and Dukes. Nay: None. Absent: Bana. Motion Carried.

DISCUSSION ITEMS.

1. **(MP-00026) Public hearing, discussion, consideration, and possible action to approve a Minor Plat of MWC U-Haul for the property located at 7515 & 7525 SE 29th Street, Midwest City, Oklahoma.**

Summers addressed Council. Favors made a motion to approve the minutes, seconded by Maxwell. Voting Aye: Byrne, Maxwell, Thompson, Favors, and Dukes. Nay: None. Absent: Bana. Motion Carried.

2. **Discussion, consideration, and possible action of electing a vice-mayor for a term of two years.**

Mayor nominated Byrne as Vice-Mayor. Favors made a motion to approve nomination, seconded by Thomspson. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

3. **Discussion, consideration and possible action of approving a resolution and proclamation authorizing the calling and holding of a primary election on February 10, 2026, if necessary, and a general election, if necessary, on April 7, 2026 in Wards 1, 3 and 5 respectively for the purpose of electing Wards 1, 3 and 5 Councilmembers; and all Wards for the purpose of electing the Mayor, an at-large position; in the City of Midwest City, County of Oklahoma, State of Oklahoma; enumerating the qualifications for those offices; and establishing the filing period.**

Byrne addressed vacancy of Ward 1 recommending not filing the position until election. Maxwell and Thompson spoke. Maisch and Rick Rice of 1410 Pineridge Rd. addressed council. Byrne made a motion to approve filling position of Ward 1 at election, RES 2025 - 29 and proclamation, seconded by Favors. Voting Aye: Byrne, Maxwell, Thompson, Favors, and Dukes. Nay: None. Absent: Bana. Motion Carried.

4. **Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code: Chapter 32, Peddlers and Solicitors; Article III, Foodstuffs; Section 32-60, Food Truck; License Required; Article V, Special Events; Section 32-96A, Food Trucks; providing for a repealer, and severability.**

Maisch addressed Council. After Staff and Council discussion, Byrne made a motion to approve ORD 3614, seconded by Favors. Voting Aye: Byrne, Maxwell, Thompson, Favors, and Dukes. Nay: None. Absent: Bana. Motion Carried.

5. Discussion, consideration, and possible action of approving an agreement through the Sourcewell Cooperative Purchasing Program RFP #113021 with Banner Fire for refurbishing the fire department Ladder 6 at a cost not to exceed \$878,944.85.

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

6. Discussion, consideration, and possible action of entering into an agreement to purchase approximately 2.75 Acres (more or less) located at 8722 SE 15th Street (a/k/a, a part of the Northwest Quarter of the Northeast Quarter of Section 11, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, OK) for a cost of \$990,000, plus closing costs.

Streets addressed Council. Council and Staff had discussion on the matter. Maxwell made a motion to approve agreement to purchase, seconded by Thompson. Voting Aye: Byrne, Maxwell, Thompson, Favors, and Dukes. Nay: None. Absent: Bana. Motion Carried.

7. Discussion, consideration, and possible action of approving a federal aid programming resolution to make eligible an application for inclusion into the Transportation Improvement Plan for a project to restripe various locations throughout the City, known as Striping Project 9.

Streets addressed Council. After Staff and Council discussion, Favors made a motion to approve RES 2025-31, seconded by Thompson. Voting Aye: Byrne, Maxwell, Thompson, Favors, and Dukes. Nay: None. Absent: Bana. Motion Carried.

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

EXECUTIVE SESSION.

Discussion, consideration, and possible action of, 1) entering into executive session, as allowed under 25 O.S. § 307 (B) (1) to discuss the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of a public officer or employee, resignation of Ward 1 City Council Member; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.

Item not needed.

FURTHER INFORMATION.

1. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager for September 2025.

2. Monthly Residential and Commercial Building report for September 2025 Building Report
3. Review of the September 2, 2025 Planning Commission Meeting Minutes.
4. April 7, 2025 Minutes - Citizens' Advisory Committee on Housing and Community Development
5. 2024 City of Midwest City Consolidated Performance and Evaluation Report (CAPER).
6. Review of the City Manager's Report for the month of September 2025

ADJOURNMENT.

There being no further business, Mayor Dukes adjourned the meeting at 7:11 PM.

ATTEST:

MATTHEW D. DUKES II, Mayor

SUSAN MULLENDORE, Acting City Clerk



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: November 13, 2025

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2025-2026 increase: Grants, revenue/Intergovernmental (88) \$110,370; expenditures/Transfer Out (88) \$110,370. Disaster Relief, revenue/Transfers In (88) \$110,370. Grants, revenue/Intergovernmental (62) \$347,632; revenue/Transfers In (62) \$19,094; expenditures/Police Department (62) \$366,726. MWC Police Department, expenditures/Transfers Out (62) \$19,094.

The first to third supplements are needed to budget for additional revenue received for 2020 Ice Storm. The fourth and fifth supplements are needed to budget revenues and expenditures for the 2025 Byrne SCIP Grant and the Transfers In and Out of Fund 020 to Fund 143 for the social security expenditures.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

November 13, 2025

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
88	INTERGOVERNMENTAL (889012)	110,370			
88	TRANSFER OUT (889012)			110,370	
		<u>110,370</u>	<u>0</u>	<u>110,370</u>	<u>0</u>
Explanation:					
To budget for revenue received for 2020 Ice Storm. Revenue received 10/21/25 from Department of Emergency Management for \$110,369.61.					

Fund DISASTER RELIEF (310)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
88	TRANSFERS IN (889012)	110,370			
		<u>110,370</u>	<u>0</u>	<u>0</u>	<u>0</u>
Explanation:					
To budget for revenue received for 2020 Ice Storm. Funds being transferred from Fund 143.					

Fund GRANT FUNDS (143)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	INTERGOVERNMENTAL(622616)	347,632			
62	TRANSFERS IN (622616)	19,094			
62	POLICE DEPT (622616)			366,726	
		<u>366,726</u>	<u>0</u>	<u>366,726</u>	<u>0</u>
Explanation:					
To budget revenue and expenditures for the 2025 Byrne SCIP Grant and transfer in from Fund 020 for the social security expenditures.					

Fund POLICE DEPARTMENT (020)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		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 (622616)			19,094	
		<u>0</u>	<u>0</u>	<u>19,094</u>	<u>0</u>
Explanation:					
To budget revenue and expenditures for the 2025 Byrne SCIP Grant and transfer in from Fund 020 for the social security expenditures.					



Public Works Administration

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

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Assistant Public Works Director

cevenson@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: November 13, 2025

Subject: Discussion, consideration, and possible action of a resolution recommending selection of Consor Engineers, LLC, as the engineer responsible for the annual city bridge inspections for compliance with National Bridge Inspection Standards for the term of April 1, 2026, to March 31, 2028.

The Federal Highway Administration (FHWA) establishes the National Bridge Inspection Standards (NBIS) for all highway bridges on public roads throughout the United States. A structure is classified as a “bridge” if it is more than 20 feet between abutments, which includes reinforced box culverts commonly found in Oklahoma. Bridges are required to be inspected every two (2) years, but if certain criteria are met, the bridge must be inspected every year.

The City of Midwest City has 24 off-system bridges within city limits that must be routinely inspected. These bridges have an average age of 49 years, while the expected design life of a bridge is 75 years.

The Oklahoma Department of Transportation (ODOT) has a program through which they provide funds to inspect off-system bridges and has prequalified seven consulting firms to perform bridge safety inspections based on a qualifications-based selection process and the requirements of NBIS. The City can select one of these consultants, conduct inspections using City forces and an oversight engineer, use the same firm that Oklahoma County uses, or let ODOT select for the City. The selected consultant will operate under a contract with ODOT, which will be for a two (2) year term. The resolution informs ODOT of the option and consultant selected.

City staff reviewed the qualified consultants list and recommends renewing the contract with Consor Engineers, LLC, who was the selected consultant for the 2023-2025 term as well.

Action is at the discretion of the Council.

Respectfully,

R. Paul Streets
Public Works Director

**RESOLUTION
CONCERNING BRIDGE INSPECTION RESPONSIBILITY
BY LOCAL GOVERNMENT FOR COMPLIANCE WITH
NATIONAL BRIDGE INSPECTION STANDARDS**

Bridge Inspection Contracts for April 1, 2026 to March 31, 2028

WHEREAS, the City of Midwest City has the responsibility of bridge maintenance and safety inspections.

WHEREAS, the City of Midwest City has the following options:

- (1) Select one of ODOT's prequalified engineering firms.**
- (2) Elect to do bridge safety inspections with your own forces using inspection teams and an oversight engineer *fully qualified* as mandated by the NBIS (National Bridge Inspection Standards).**
- (3) Use the same consultant as Oklahoma County.**
- (4) Let ODOT make your selection.**

Therefore, BE IT RESOLVED, by the City of Midwest City that it is their desire to select option #1 and choose:

Conzor Engineers, LLC
609 S Kelly Ave, Edmond OK, 73003

as the engineer responsible for city bridge inspections as approved by the Oklahoma Department of Transportation.

ADOPTED this _____ day of _____, 2025

MAYOR

ATTEST:

City Clerk

APPROVED:

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: November 13, 2025

SUBJECT: Discussion, consideration, and possible action of 1) approving of and accepting a grant award from the State of Oklahoma, by and through the District Attorneys Council in the amount of \$347,632.00 to continue the MWCPD Crisis Intervention and Response Team and program; and 2) authorization of the Mayor, City Manager, and/or his designee to enter into the necessary contracts and documents to implement all aspects of the grant. (G. Wipfli – Police Chief)

Midwest City's application was approved for DOJ Office of Justice Programs, 2025 BYRNE State Crisis Intervention Program (SCIP) funds to continue a Crisis Intervention and Response Team and program within the Midwest City Police Department. This is the second award received by the city and will provide for a (2) year operating grant. The MWCPD Crisis Intervention and Response Team assists and alleviates much of the stress on the patrol division when high risk mental health incidents occur. A trained team of officers and a licensed mental health professional work together to assess and evaluate situations, consider de-escalation techniques, and recognize key indicators of mental health crisis to assist in an appropriate intervention strategy and resolution. Those with known mental health conditions that result in reoccurring calls for service will be assisted through CIRT follow-up and case management services provided by the LMHP.

Funds will primarily be used to contract with a licensed mental health professional and provide officer overtime to augment the existing 2-man team. Other aspects of the program include interaction with local middle and high school youth through wellness education and events, community training opportunities, and the care of Miles, the therapy dog. Lt. Jeremy Zuniga will be providing program oversight.

Greg Wipfli

Greg Wipfli, Chief of Police



BYRNE STATE CRISIS INTERVENTION PROGRAM AWARD NOTICE

District Attorneys Council
421 NW 13th, Suite 290
Oklahoma City, Oklahoma 73103
Phone: (405) 264-5008 Fax: (405) 264-5095

Subgrantee: Midwest City Police Department Address: 100 N. Midwest Blvd. Midwest City, OK 73110 Phone: (405) 739-1204	Subgrant Number: 25B006 Project Name: Midwest City Police Department Crisis Intervention and Response Team Project Start Date: October 1, 2025 Project End Date: September 30, 2027
Federal ID Number: 73-6027530 UEI Number: UHS1SSVWXNE7 ALN: 16.738 Federal Award Number(s): 15PBJA-23-GG-00028-BSCI 15PBJA-24-GG-02943-BSCI	DAC Contact: Shandre Vincent Grant Programs Specialist (405) 264-5049
Grant Award Amount: \$ 347,632.00	Program Director: Lt. Jeremy Zuniga Phone: (405) 739-1332
This grant is subject to the terms and conditions set forth in the State of Oklahoma Grant Application which was submitted to the Department of Justice (DOJ). The award is authorized by the District Attorneys Council (DAC) and the DOJ. The subgrantee shall administer the project for which this subgrant is awarded in accordance with the applicable rules, regulations, and conditions as set forth in the Federal guidelines, the Administrative Guide for Justice Grant Programs published by DAC, and the effective edition of the Department of Justice, Office of Justice Programs, Financial and Administrative Guide for Grants. The Subgrantee shall also administer the project in accordance with the Certified Assurances as included in the Subgrantee's application and any special conditions placed on the award. The subgrantee shall maintain separate accounts and accounting records for the subgrant funds and shall maintain and furnish to the DAC and DOJ upon request, detailed accounting and supportive records. The subgrantee shall file such reports relating to the subgrant as are required by the DAC and DOJ. Special Conditions: Please see attachment.	

Notary

Chief Executive Officer

Expires: _____ **Date:** _____ **Commission Number:** _____

Dac Use Only

Doyle Albright
Director of Federal Grants

Date

SPECIAL CONDITIONS OF THE AWARD

Subgrantee Name: Midwest City Police Department

Subgrantee Number: 25B006

Instructions:

- The Authorized Official and the Project Director must sign the Special Conditions where indicated.
- The subgrantee agrees that the Award Document constitutes the operative document obligating and reserving the federal funds for use by the subgrantee. The obligation of the awarded funds is forfeited without further cause if the subgrantee fails to sign and return the Award Document and all other documents as required by the Federal Programs Division within 45 calendar days of the date on the Award, or **November 14, 2025**. Failure to submit the award documents by the deadline shall result in the disqualification of funding.
- The subgrantee agrees to comply with the financial and administrative requirements set forth in the most current edition of the Financial and Administrative Guide as developed by the Federal Grants Division in the District Attorneys Council and the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
- The Federal Grants Division will approve the goals and objectives section for all approved applications to ensure that the objectives are measurable and complete. If requested, the subgrantee will be required to resubmit objectives that are measurable by **November 14, 2025**. Failure to submit the appropriate goals and objectives by the deadline shall result in the disqualification of funding.
- The Project Director and the Fiscal Officer of the project must attend the mandatory Administrative and Financial Meeting scheduled on a date to be determined. Failure to attend the mandatory Administrative and Financial Meeting shall result in the disqualification of funding.
- The Federal Grants Division will approve the budget in the framework of the award amount. The subgrantee understands and agrees that any deviations to the approved budget must be in compliance with the requirement set forth in the most current edition of the Administrative and Financial Guide. Deviations outside of the scope of the approved budget and/or the Administrative and Financial Guide may result in unallowable expenditures and therefore lead to the return of federal funds by the subgrantee.

FEDERAL SPECIAL CONDITIONS

1. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance and may not proceed without the express prior written approval of OJP.

2. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm> and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance and may not proceed without the express prior written approval of OJP.

3. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP. For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

4. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. Limited Exceptions: In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812). Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

5. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

6. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

7. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

8. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

9. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

10. Meaningful access requirement for individuals with Limited English Proficiency

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

11. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code. Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

12. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

13. Use of program income

Program income (as defined in Part 200 Uniform Requirements) must be used in accordance with the provisions within Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported in the quarterly Federal Financial Report, SF 425.

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" 120 days after the date of the recipient's acceptance of the award. Successful completion of such training on or after October 15, 2020, will satisfy this condition. If either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such training on or after October 15, 2020, will satisfy this condition. A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All training that satisfies this condition includes a session on grant fraud prevention and detection. The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

16. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier - - develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

17. Determination of suitability to interact with participating minors

Scope: This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age. The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm>

(Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors) and are incorporated by reference here.

18. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must-- A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1). B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both-- (1) this award requirement for verification of employment eligibility, and (2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens. C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1). D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring: The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs: To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of Construction: A. Staff involved in the hiring process For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds. B. Employment eligibility confirmation with E-Verify For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative No confirmation" or a "Final No confirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds. C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands. D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law. E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise

imposed by law, including 8 U.S.C. 1324a(a)(1). Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov. Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

19. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

20. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records". In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

21. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

22. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ

23. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, training courses, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

24. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

25. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace

safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient-- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both-- a. it represents that-- (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

28. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)) and are incorporated by reference here.

29. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so, requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

30. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award) and are incorporated by reference here.

31. Restrictions on "Lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any

level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.) Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance and may not proceed without the express prior written approval of OJP.

32. Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment>

(Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards) and are incorporated by reference here.

33. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

34. Facial Recognition Technology

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT

will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

35. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract"). The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization) and are incorporated by reference here.

36. Requirement related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM. The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration. The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here. This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

37. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation) and are incorporated by reference here. This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made

to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

38. Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.) This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

39. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

40. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

41. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with

the GSP and appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

42. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

43. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

44. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

45. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation,

lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

46. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

47. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

48. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements:

"This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of

Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

49. Regarding medication-assisted treatment (MAT)

The award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

50. BJA-funded adult drug courts

All BJA-funded adult courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professionals (NADCP) publication: *Defining Drug Courts: The Key Components* at <https://www.ncjrs.gov/pdffiles1/bja/205621.pdf>. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.

- 51.** The recipient understands and agrees to operate any behavioral health crisis care program funded under this award in accordance with the Substance Abuse and Mental Health Services Administration National Guidelines for Behavioral Health Crisis Care: <https://www.samhsa.gov/sites/default/files/national-guidelines-for-behavioral-health-crisis-care-02242020.pdf>.

52. Extreme Risk Protective Orders (ERPO) – Not Applicable to Oklahoma

Extreme risk protection programs funded under this award must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must

include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation, and penalties for abuse of the program.

53. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
54. The recipient may not obligate, expend, or draw down funds for subawards until BJA provides explicit written approval of the proposed subaward. Prior approval for all subawards must be obtained post-award, through the submission and approval of a Grant Award Modification (GAM) through OJP's JustGrants system.

55. Recipient integrity and performance matters: Requirement to report to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS"). The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

56. The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the award period without first ensuring that the individual has the requisite legal authority.

Certifications

By signing the Special Conditions, the Authorized Official and the Project Director agree to ensure that each special condition of the grant is followed.

Tim Lyon

Typed Name of Authorized Official

City Manager, City of Midw

Title



Signature of Authorized Official

11/13 /25

Date

Lt. Jeremy Zuniga

Typed Name of Project Director

Project Director

Title



Signature of Project Director

11/13/25

Date

STANDARD ASSURANCES

Midwest City Police Department hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including sufficient funds to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in the application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency, the federal granting agency, or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency and the federal granting agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties) the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any contractors or subcontractors to comply) with any applicable nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968, (42 U.S.C. § 3789d), the Victims of Crime Act (42 U.S.C. § 1064(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672 (b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (U.S.C. 42 § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794, the Americans with Disabilities Act of 1990 (42 U.S.C § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

7. If a governmental entity:

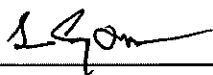
- It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq)., which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and,
- It will comply with requirements of 5 U.S.C. §§ 1501-1508 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Tim Lyon

Typed Name of Authorized Official

City Manager, City of Midwe:

Title



Signature of Authorized Official

11/13/25

Date

The **Authorized Official** is the person with official signature authority to make financial and programmatic commitments on behalf of the applicant agency. **The Authorized Official must be a state agency head, mayor, city manager, chairperson of the County Commission, an authorized tribal leader, Chairperson of the Board of Directors, or District Attorney**

Requirement to Report Actual or Imminent Breach of Personally Identifiable Information (PII)

The subgrantee, **Midwest City Police Department**, must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it:

1. Creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OJP grant-funded program or activity, or
2. Uses or operates a "Federal information system" (as defined in OMB Circular A-130).

The breach procedures must include a requirement to report an actual or imminent breach of PII to the District Attorney's Council (DAC) or an OJP Program Manager no later than **12 hours** after the occurrence of an actual breach, or the detection of an imminent breach.



Signature of Authorized Official

Tim Lyon, City Manager

Title



Signature of Project Director

11/13/25

Date

Statement of Cyber Incident and PII Breach Reporting Policy

This document confirms that **Midwest City Police Department** has established a policy for reporting suspected computer incidents and breaches of personally identifiable information (PII) in compliance with state and federal regulations. The designated initial and secondary contacts provided below are individuals within the organization who can effectively manage these issues, such as members of the IT Security Team, the Data Protection Officer, or the Privacy Officer.

The policy is structured to ensure practical implementation and compliance with federal requirements.

Reporting Responsibility

In compliance with state and federal regulations, all employees of City of Midwest City
Organization

are required to report any suspected computer incidents or breaches of PII immediately. The primary goals are to protect assets, contain damage, and restore service as quickly as possible.

Incident Coordination

Reported cyber incidents will be handled by Lt. Jerer
First Point of Contact--Name Project I
First Point of Contact--Title

in coordination with Allen Ste
Second Point of Contact--Name IT Directc
Second Point of Contact--Title

Breach Reporting

In the event of an actual or imminent breach, personnel must complete and submit the "Breach of Personally Identifiable Information (PII) Report" to the District Attorney's Council (DAC) within **12 hours of the breach or detection of an imminent threat**.

By signing below, I attest that **Midwest City Police Department** has a cyber incident and PII breach reporting policy in place, and that the contact information provided is accurate and aligns with the outlined responsibilities.

Tim Lyon
Name of Authorized Official

City Manager, City
Authorized Official Title


Signature of Authorized Official

11/13/25
Date

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the District Attorneys Council determines to award the covered transaction, grant, or cooperative agreement.

Restrictions on Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- The undersigned shall require that the language of this certification be included in the award documents for all subcontracts and that all contractors shall certify and disclose accordingly.

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a):

The applicant certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
4. Have not within a three-year period preceding this application had one (1) or more public transactions (Federal, State, or local) terminated for cause or default.

Where the applicant is unable to certify any of the statements in this certification, he or she shall attach an explanation to this application

Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Section 83.650. The applicant certifies that it will or will continue to provide a drug-free workplace by

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The subgrantee's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - c. Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, Attn: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant and subgrant;
5. Taking one (1) of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or Local health, law enforcement, or other appropriate agency.
 - c. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Certifications

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Tim Lyon

Typed Name of Authorized Official

City Manager, City of Midway

Title



Signature of Authorized Official

11/13/25

Date

The **Authorized Official** is the person with official signature authority to make financial and programmatic commitments on behalf of the applicant agency. **The Authorized Official must be a state agency head, mayor, city manager, chairperson of the County Commission, an authorized tribal leader, Chairperson of the Board of Directors, or District Attorney.**

Disclosure of Lobbying Activities: Form A-12

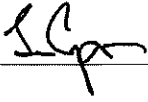
INSTRUCTIONS:

If the applicant **DOES NOT** conduct lobbying activities, then **complete section 11 ONLY**. If the applicant conducts lobbying activities, complete this form pursuant to 31U.S.C. 1352.

Organization: Midwest City Police Department		Subgrant/Activity Number: 25B006	
Section 1: Type of Federal Action		Section 2: Status of Federal Action	
☐ Contract ☐ Cooperative agreement ☐ Grant ☐ Loan Guarantee ☐ Loan ☐ Loan Insurance		☐ Bid/Offer/Application ☐ Initial Award ☐ Post Award	
		☐ Initial Filing ☐ Material Change <i>For Material Change Only:</i> Year: Quarter: Date of last report:	
Section 4: Reporting Entity		Section 5: Reporting Entity is Subawardee	
Name and Address of Reporting Entity: Congressional District of Reporting Entity: Identity of Reporting Entity ☐ Prime ☐ Subawardee Tier (if known)		Name and Address of Prime: Congressional District, (if known):	
Section 6: Agency		Section 7: Grant and Description	
Federal Department /Agency:		Federal Program Name/Description:	
		CFDA Number, if applicable:	
Section 8: Federal Action Number		Section 9: Award	
Federal Action Number, if known:		Award Amount, if known:	
Section 10: Lobbying Registrant and Lobbying Individuals			
Name and Address of Lobbying Registrant (If individual, last name, first name, MI):		Individuals Performing Services (including address if different from No. 10.) (last name, first name, MI)	

Section 11: Statement of NO lobbying Activity

☒ By checking this box, the subgrantee attests that it **does NOT** participate in lobbying activities

Tim Lyon**City Manager, C****Typed Name of Authorized Official****Title****11/13/25****Signature****Date**

Information requested through this form is authorized by Sec. 319, Pub. L. 101-121, 103 Stat. 750, as amended by sec. 10; Pub. L. 104-65, Stat. 700 (31 U.S.C.1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Instructions for Completing the Disclosure of Lobbying Activities Form

This form must be completed by the reporting entity, whether it is a subawardee or prime Federal recipient, when initiating or receiving a covered Federal action or if there are material changes to a previously submitted disclosure, as required by Title 31 U.S.C. § 1352. A separate form must be filed for each payment or agreement to pay any lobbying entity that seeks to influence or attempts 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 regarding a covered Federal action.

Type of Federal Action

Indicate the type of covered Federal action related to the lobbying activity. Options include Contract, Grant, Cooperative Agreement, Loan, Loan Guarantee, or Loan Insurance.

Status of Federal Action

Select the current status of the covered Federal action: Bid/Offer/Application, Initial Award, or Post Award.

Report Type

Specify the classification of the report—Initial Filing or Material Change. For Material Change reports, provide the year, quarter, and date of the last previously submitted report.

Reporting Entity Information

Provide the full name and address of the reporting entity, including Congressional District (if known). Indicate whether the reporting entity is a Prime or Subawardee. If a Subawardee, specify the tier (e.g., 1st Tier). Subawards include subcontracts, subgrants, and contract awards under grants.

Prime Federal Recipient (if applicable)

If the reporting entity is a Subawardee, enter the full name and address of the Prime Federal recipient, including the Congressional District (if known).

Federal Agency

Enter the name of the Federal agency making the award or loan commitment, along with one organizational level below the agency, if known (e.g., Department of Transportation, U.S. Coast Guard).

Federal Program Information

Provide the name or description of the Federal program related to the covered Federal action. If known, include the Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, or loan commitments.

Federal Action Identifier

Enter the most relevant identifying number for the Federal action, such as a Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, or contract/grant/loan award number. Be sure to include prefixes (e.g., "RFP-DE-90-001").

Award or Loan Commitment Amount

If the Federal action involves an award or loan commitment, provide the total amount of the award or loan commitment for the entity listed in Item 4 or Item 5.

Lobbying Registrant Information

- (a) Enter the full name and address of the lobbying registrant under the Lobbying Disclosure Act of 1995 who is engaged by the reporting entity.
- (b) List the full names of the individual(s) providing lobbying services, including their address if different from Item 10(a). Include the last name, first name, and middle initial (MI).

Statement of Audit Arrangements: Form A-10

Organization City of Midwest City Subgrant Number _____
Address Line 1 100 N. Midwest Blvd. Phone No 405-739-1217
Address Line 2 _____ Fiscal Year Starts 07/01
City Midwest City State OK Zip Code 73110 Fiscal Year Ends 06/30

I. Does your organization receive:

- ☐ Under \$1,000,000 in federal funds annually Stop, sign and return this form
- ☒ Over \$1,000,000 in federal funds annually Complete the remainder of the form

II. Organizations Receiving More Than \$1,000,000 in Total Federal Funds

Name of CPA or State Auditor Tia Tia Cromar, City of Midwest City, Finance Director
Address Line 1 100 N. Midwest Blvd.
Address Line 2 _____
City Midwest City State OK Zip Code 73110
Contact person in CPA's Office Diana Spurlock
Phone Number 405-869-8644

Anticipated date A-133 audit report will be sent to District Attorneys Council Spring of 2026
Provide date for financial statements Spring of 2026
Provide date for letter report on financial and compliance audit of subgrant Spring of 2026

Tim Lyon
Typed Name of Authorized Official

City Manager, City of Midwest City
Title


Signature of Authorized Official

11/13/25
Date

The **Authorized Official** is the person with official signature authority to make financial and programmatic commitments on behalf of the applicant agency. **The Authorized Official must be a state agency head, mayor, city manager, chairperson of the County Commission, an authorized tribal leader, Chairperson of the Board of Directors, or District Attorney**

Determination of Suitability to Interact with Participating Minors

As a subgrantee of federal grant funds, **Midwest City Police Department** must ensure the suitability of all covered individuals before they may interact with participating minors. This requirement applies regardless of an individual's employment status.

Definition of Terms

1. **"Covered individual"**: Any individual, other than a participating minor or client of **Midwest City Police Department**, who is expected or reasonably likely to interact with a participating minor (other than their own children). This includes, but is not limited to, employees, consultants, contractors, volunteers, teachers, trainees, or other representatives.
2. **"Participating minor"**: Any individual under the age of 18 who falls within the scope of this award condition.
3. **"Interaction"**: Any form of physical contact, oral or written communication, or transmission of images or sound. This includes in-person interactions as well as those conducted electronically. Interaction does not include:
 - 3.1. Brief and unexpected contact, such as interactions with postal carriers.
 - 3.2. Personally accompanied contact, where the individual is infrequent or occasionally in contact with minors under the direct supervision of an authorized adult who has been deemed suitable under the organization's policies.

Policies and Procedures

Midwest City Police Department will not permit any covered individual to interact with participating minors in any capacity under the award unless a formal written determination of the individual's suitability has been made.

Suitability determinations must be informed by appropriate background checks and screening processes, including:

1. Results from the following required searches, conducted no earlier than six months prior to the determination:
 - 1.1. The Dru Sjodin National Sex Offender Public Website (www.nsopw.gov).
 - 1.2. State or tribal sex offender registries for any jurisdiction in which the individual has lived, worked, or attended school during the past five years, or where interaction with participating minors is expected.
2. Criminal history records and registries, including:
 - 2.1. A fingerprint search or, where unavailable, a name-based search covering the past five years for relevant state, local, and tribal jurisdictions where the individual has lived, worked, or gone to school.

Midwest City Police Department will update the above searches and review each covered individual's suitability every five years, or sooner if new information suggests a need for reevaluation. Suitability may be modified or withdrawn if deemed necessary.

Midwest City Police Department will not determine that an individual is suitable if:

Policy and Procedures: Determination of Suitability to Interact with Participating Minors

1. They withhold consent for a required criminal history search.
2. They knowingly provide false information that impacts the results of the search.
3. They are listed as a registered sex offender.
4. They have been convicted of certain crimes, including:
 - 4.1. Sexual or physical abuse of a minor.
 - 4.2. Rape or sexual assault.
 - 4.3. Sexual exploitation, including child pornography or sex trafficking.
 - 4.4. Kidnapping or voyeurism.
5. Any other crime as determined by relevant federal, state, tribal, or local authorities.

Statement:

I, the undersigned authorized official of **Midwest City Police Department** attest that the above policies and procedures will be strictly followed, and that I have the authority to certify this compliance on behalf of the organization. I further confirm that all covered individuals have undergone the required background checks before being permitted to interact with participating minors, in accordance with federal, state, and local laws.

Tim Lyon

Typed Name of Authorized Official

City Manager, City of Midwe

Title



Signature of Authorized Official

11/13/25

Date

Subgrant Number: 25B006

Subgrantee Name: Midwest City Police Department

Federal Award Number: 15PBJA-23-GG-00028-BSCI, 15PBJA-24-GG-02943-BSCI

Pursuant to the Federal Special Conditions, **Byrne State Crisis Intervention Program (SCIP)-funded** personnel, volunteers, consultants, and contractors who interact with minors must have a criminal background check, including fingerprint check, every five years. All of the requirements for this Special Condition can be found at <https://ojp.gov/funding/Explore/Interact-Minors.htm>. Please read the entirety of this Special Condition before completing this form and performing the criminal background checks.

List Criminal Background Website(s) utilized to determine suitability to interact with participating minors in the **Byrne State Crisis Intervention Program (SCIP)-funded Project:**

	Website
1.	CJIS - Criminal Justice Information Services
2.	
3.	
4.	
5.	
6.	
7.	

Personnel List:

Individual(s) Names Suitable to Interact with Minors	Identify Relationship to Byrne SCIP Project	Date of Criminal Background Check	Date Next Background Check Will Be Due
Fisher, Bill A.	Employee	10-14-24	10-01-26
Wise, Taylor G.	Employee	10-10-24	10-01-26
Zuniga, Jeremy J	Employee	10-13-24	10-01-26
Curling, Kim	Employee	11-4-24	10-01-26
Lung, Nicole	Contractor	5-1-25	10-01-26

I, Tim Lyon (Authorized Official), certify that criminal background checks have been performed on the above named individual(s) and the above named individual(s) associated with the **Byrne State Crisis Intervention Program (SCIP)-funded** project are designated as suitable to interact with participating minors within the **Byrne State Crisis Intervention Program (SCIP)-funded** project pursuant to the condition found at: <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

Note: Criminal background checks should be checked for all aliases provided by the individual. In addition, criminal background checks should be done for all states in which the individual lived, worked or went to school the 5 years prior to the background check.

Those receiving background checks should receive written notification in order to give the individual the opportunity to provide the required information for the criminal background check, pursuant to the subgrantee's written policies and procedures.

I understand that criminal background checks are required every five years and individuals will not be found suitable to interact with minors in the course of activities under the **Byrne State Crisis Intervention Program (SCIP)** award if an individual:

1. Withholds consent to a criminal history search required by this certified assurance;
2. Knowingly makes (or made) a false statement that affects, or is intended to affect, any search required by this condition;
3. Is listed as a registered sex offender on the National Sex Offender Public Website;
4. To my knowledge, has been convicted whether as a felony or misdemeanor under federal, state, tribal or local law for any of the following crimes:
 - 4.1. Sexual or physical abuse, neglect, or endangerment of an individual under 18 at the time of the offense;
 - 4.2. Rape/sexual assault, including conspiracy to commit rape/sexual assault;
 - 4.3. Sexual exploitation, such as through child pornography or sex trafficking;
 - 4.4. Kidnapping;
 - 4.5. Voyeurism; or
5. Is determined by a federal, state, tribal, or local government agency not to be suitable

Note: The DAC is required to monitor compliance with this grant condition.

Certifications

Tim Lyon

Typed Name of Authorized Official

City Manager, City of Midwest (

Title



Signature of Authorized Official

11/13/25

Date



Public Works Administration

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

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Assistant Public Works Director

cevenson@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: November 13, 2025

Subject: Discussion, consideration, and possible action approving the first amendment to the agreement with H&H Plumbing & Utilities, Inc., to include Change Order No. 1 to provide all necessary services to complete the Northside Utilities Water Project in an increased amount of \$270,035.00.

On August 28, 2024, the Council approved a contract in the amount of \$2,230,775.00 with H&H Plumbing & Utilities, Inc., to provide all necessary services associated with the construction of 9,380 linear feet of twelve (12) inch PVC waterline plus all the appurtenances to serve the Northside Utilities Water Project.

H&H Plumbing & Utilities, Inc., has completed work on this project. Change Order No. 1 adjusts certain pay item quantities needed to complete the North Side Utilities Water Project. The adjustments increased several pay item quantities as noted in the attached change order summary and added a 4" water meter and vault at the Water Resources Recovery Facility, resulting in an increase of \$270,035.00. The total amount of the contract increases from \$2,230,775.00 to \$2,500,810.00.

Title 61 of the Oklahoma Statutes, Section 121 requires that change orders or addenda to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars (\$150,000.00) or a ten percent (10%) cumulative increase in the original contract amount. Change orders are not subject to this restriction if the contract contains unit pricing and the change order pertains to the unit price. The original contract amount was \$2,230,775.00 and the cumulative increase in the original contract amount as a result of this change order not related to unit pricing is \$38,290.00, which complies with these provisions of state law.

Staff recommends approval of this amendment.

Action is at the discretion of the Council.

Respectfully,

R. Paul Streets
Public Works Director

**FIRST AMENDMENT
TO CONSTRUCTION SERVICES AGREEMENT
BETWEEN
H & H PLUMBING & UTILITIES, INC.
AND
CITY OF MIDWEST CITY**

Pursuant to Paragraph 24 of the Construction Services Agreement dated August 28, 2024, the following amendment is hereby agreed to between the parties:

Attachment B is hereby amended to include the attached Change Order No. 1 to the Agreement. The attachments are in addition to the original attachments and do not replace the original attachments.

All other remaining terms and conditions not contained herein remain in full force and effect in the original agreement or previous amendments thereto.

FOR H & H PLUMBING & UTILITIES, INC.:



Chad Madden
President

Date: 10/31/2025

FOR CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

CHANGE ORDER SUMMARY
CITY OF MIDWEST CITY
OKLAHOMA COUNTY, OKLAHOMA

CHANGE ORDER NO. 1

DATE: October 28, 2025

CONTRACT NO.: 3435-003-01

SUBMITTED BY: Carrie J. Evenson, Ph.D., PE, CFM

PROJECT: North Side Utilities Water Project

CONTRACTOR: H & H Plumbing & Utilities, Inc.
381 W Adkins Hill Rd
Norman, OK 73072

Original Completion Date: July 31, 2026

ORIGINAL CONTRACT AMOUNT \$ 2,230,775.00

Previous Completion Date: July 31, 2026

(Increase) this change order 0 Calendar Days

PRESENT CONTRACT AMOUNT \$ 2,230,775.00

New Completion Date: July 31, 2026

DESCRIPTION	INCREASE	DECREASE
Change in Pay Quantities	\$312,610.00	\$42,575.00

NET CHANGE \$270,035.00

REVISED CONTRACT AMOUNT \$2,500,810.00

See Detailed Quantity Change on Page 2 of 2:

Detailed Quantity Change:

North Side Utilities Water Project
Change Order No. 1

Sheet C-100		National Guard			UNIT	QUANTITY	QUANTITY INCREASE	QUANTITY DECREASE	COST INCREASE	COST DECREASE
ITEM #	ITEM									
1	Fire hydrant		Removed Existing	EA	1	1	0	500.00	-	
2	6" Valve		Removed Existing	EA	1	1	0	200.00	-	
3	12" Valve		Removed Existing	EA	1	1	0	500.00	-	
4	Air relief valve & assembly		Removed Existing	EA	1	1	0	500.00	-	
5	12" Ductile		Removed Existing	LF	20	20	0	600.00	-	
6	12" x 6" Tee		Removed Existing	EA	1	1	0	250.00	-	
7	Fire hydrant assembly		Added New	EA	1	1	0	7,890.00	-	
8	6" Valve & box		Added New	EA	1	1	0	2,350.00	-	
9	12" x 6" Tee w/ mega lugs		Added New	EA	1	1	0	2,790.00	-	
10	12" Valve & box w/ mega lugs		Added New	EA	1	1	0	4,850.00	-	
11	12" PVC Pipe C-900		Added New	LF	24	24	0	3,000.00	-	
12	6" PVC Pipe C-900		Added New	LF	14	14	0	910.00	-	
13	45° Bends 12" w/ mega lugs		Added New	EA	2	2	0	5,700.00	-	
14	12" PVC Pipe		Added New	LF	20	20	0	2,500.00	-	
15	12" Solid sleeves w/ mega lugs		Added New	EA	2	2	0	11,000.00	-	
Sheet C-101		National Guard								
ITEM #	ITEM									
1	12" Solid sleeve w/ mega lugs			EA	2	2	0	11,000.00	-	
2	1" Male x pac joint 90° adaptors			EA	2	2	0	700.00	-	
3	1" Curb stop valve			EA	2	2	0	500.00	-	
4	1" Poly pipe w/ 4 stiffeners (for sample ports in manhole w/ 12" valve)			LF	4	4	0	40.00	-	
Sheet C-103		National Guard								
ITEM #	ITEM									
1	12" Solid sleeve w/ mega lugs			EA	2	2	0	11,000.00	-	
2	1" Male x pac joint 90° adaptors			EA	2	2	0	700.00	-	
3	1" Curb stops for sample ports			EA	2	2	0	500.00	-	
4	1" Poly pipe w/ 4 stiffeners (for sample ports in manhole w/ 12" valve)			LF	4	4	0	40.00	-	
Sheet C-200		National Guard								
ITEM #	ITEM									
1	8" 90° Bend w/ mega lugs			EA	1	1	0	1,650.00	-	
2	8" PVC Pipe C-900			LF	30	30	0	2,550.00	-	
3	12" x 8" Reducer			EA	1	1	0	1,250.00	-	

Treatment Plant Water line										
	12" x 4" Tapping Sleeve				EA	1	1	0	5,980.00	-
	4" x 4" Tapping Sleeve				EA	1	1	0	4,250.00	-
	4" Tapping Valve & Wet Tap				EA	2	2	0	6,500.00	-
	4" C-900 Water Pipe				EA	100	100	0	6,500.00	-
	Steel Casing				LF	70	70	0	8,400.00	-
	Concrete Cut, Removal & Replace				SY	35	35	0	10,850.00	-
	Rock Bedding & Backfill				TON	50	50	0	3,100.00	-
	Hydro Excavating existing utilities				LS	1	1	0	5,500.00	-
	Sod Repairs				LS	1	1	0	1,500.00	-
	Spoils Removal				CY	60	60	0	1,320.00	-
	4" water meter vault				EA	1	1	0	42,575.00	-
								TOTALS	312,610.00	42,575.00
								DIFFERENCE	\$ 270,035.00	



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: November 13, 2025

SUBJECT: Discussion, consideration, and possible action of approving appointments to the Police Community Advisory Board (PCAB).

PCAB is a volunteer board that was established to provide quality policing, in direct partnership with the citizens we serve, through an open flow of communication, information, and the sharing of ideas. The board meets three times a year, and members serve a three-year term. New members request:

Ward 1: Jennifer McCalip
Ward 4: Jason Baffrey
Ward 5: Marcus Hayes
Mayor: Michele Bradshaw

Current Board Members

Ward 1 - OPEN

Ward 2 – Kathleen Shadron

Ward 3 – Tim Taylor

Ward 4 - OPEN

Ward 5 - OPEN

Ward 6 – Cory Moore

Mayor - OPEN

The mission of PCAB is to develop and maintain a partnership between the community and the Police Department. This is an effort to reduce crime, and to enhance the quality of life for all citizens through positive and open communication. The board is created to facilitate interaction between the Police Department and a committee of citizens which is a diverse, yet representative entity, derived from a wide section of the community. The board will assist the Police Department in establishing the highest standards for police accountability and therefore increase the public's trust.

Greg Wipfli

Greg Wipfli, Chief of Police

www.MidwestCityOK.org

Mayor's - Michele Bradshaw is a dedicated resident of eastern Oklahoma County and a committed advocate for community well-being and civic engagement. She holds a graduate degree and currently serves on the Oklahoma Nurses Association Board of Directors as Secretary/Treasurer, as well as on the Board of Directors for Tri-City Youth and Family Services. Michele is passionate about strengthening collaboration between citizens and law enforcement, promoting cultural awareness, and supporting initiatives that reduce violent crime. Her goal is to give back to her community through service, leadership, and meaningful dialogue that fosters safety and trust.

Ward 1 - Jennifer McCalip is a motivated Midwest City resident who is passionate about promoting safety, unity, and community growth. With a strong sense of civic responsibility and a background that reflects engagement in community standards and collaboration, she aims to help strengthen relationships between residents and law enforcement. Jennifer is particularly interested in initiatives that reduce violence, enhance cultural awareness, and encourage volunteer coordination. Her goal is to contribute to a more connected and secure Midwest City through proactive involvement and open communication.

Ward 4 - Jason Baffrey is a long-time Midwest City resident and an active community leader with a deep commitment to public service and civic engagement. A graduate of the Midwest City Citizens Police Academy (Classes 49 and 50), Jason has developed strong relationships with local law enforcement and gained firsthand insight into departmental operations and community safety initiatives. He currently serves on the boards of the Mid-Del Tinker 100 Club and Mid-Del Youth and Family Services, supporting officers, their families, and mental health outreach programs. With previous leadership experience as president of the Del City Chamber of Commerce and Global Oklahoma, Jason brings proven dedication, organizational experience, and a collaborative spirit to his community involvement. He views serving on the Police Community Advisory Board as a natural extension of his commitment to supporting the Midwest City Police Department and its partnership with residents.

Ward 5 - Marcus Hayes is a devoted Midwest City resident with a strong commitment to community engagement, public safety, and civic improvement. Since 2017, he has been actively involved in local initiatives focused on economic development, youth mentoring, and crime prevention. Marcus holds an undergraduate degree and brings a passion for fostering trust and transparency between law enforcement and the community. Through collaboration, cultural awareness, and open communication, he strives to help build a safer and more united Midwest City.



Community Development Department

100 N. Midwest Blvd, Midwest City, OK

To: Honorable Mayor and City Council
From: Matt Summers, Community Development Director
Date: November 13, 2025
Subject: Discussion, consideration, and possible action of approving a resolution for 1) sponsorship of a Transportation Alternatives Program application to construct approximately three quarters (3/4) of a mile of the Palmer Loop trail, and 2) authorizing the City Manager to sign the application.

The proposed project would construct the next phase of the Palmer Loop trail, extending the trail to the east to the intersection of SE 15th Street and S. Douglas Blvd. It would also connect the Bomber Rail Trail to the Palmer Loop Trail and the Soldier Creek Trail.

The Palmer Loop trail is planned in the Midwest City Trails Master Plan, and will eventually be approximately 3.7 miles long. To date, approximately 2.1 miles of this trail have been constructed. This project would extend this trail eastward to the intersection of SE 15th Street and S. Douglas Boulevard, while also connecting it to the Bomber Rail Trail.

The accompanying programming resolution is required in order to have the referenced project considered for the Transportation Alternatives Program through ODOT. All projects that apply for this funding must be programmed in this manner. Programming a project does not guarantee the project will be funded since it competes with projects submitted by other entities across the state. A minimum of 20% in local match is required under this program.

- Federal Funds: \$880,000.00
- Local Match: \$220,000.00
- Estimated Total Cost: \$1,100,000.00

No City funds are obligated at this time. However, if the project is funded, the City will be obligated to fund the local match and hire a design consultant. Project selection is scheduled for the spring of 2026. The Resolution designates the City Manager as the Chief Project Sponsor and delegates to the City Manager the authority to sign the application.

Staff recommends approval of the resolution.

Matt Summers, AICP
Community Development Director

**RESOLUTION OF PROJECT SPONSORSHIP
FOR A
TRANSPORTATION ALTERNATIVES PROGRAM APPLICATION
AND
MAINTENANCE AGREEMENT**

A RESOLUTION DECLARING THE CITY OF MIDWEST CITY'S ELGIBILITY TO SUBMIT AN APPLICATION TO THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR USE OF TRANSPORTATION ALTERNATIVES PROGRAM FUNDS SET BY THE INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA) TO EXTEND THE PALMER LOOP TRAIL TO S. DOUGLAS BOULEVARD AND CONNECT IT TO THE BOMBER RAIL TRAIL IN MIDWEST CITY AND AUTHORIZING THE CITY MANAGER TO SIGN THIS APPLICATION

WHEREAS, the City of Midwest City, Oklahoma, is submitting an application to the Oklahoma Department of Transportation for Transportation Alternatives Program funds in the amount of \$880,000.00, set forth by IIJA and as outlined in ODOT's Transportation Alternatives Program guidance & application packet for 2025; and

WHEREAS, the City of Midwest City recognizes the importance of safe, accessible, and connected transportation alternatives, including pedestrian and bicycle trails; and

WHEREAS, the City of Midwest City, Oklahoma, is participating as an eligible project sponsor in the Oklahoma Department of Transportation's Transportation Alternatives Program set forth by IIJA; and

WHEREAS, federal monies are available under a Transportation Alternatives Program set forth by IIJA, administered by the state of Oklahoma, Department of Transportation, for transportation projects that prioritize safety, comfort, and connectivity to destinations for all people who use the street network in Oklahoma; and

WHEREAS, the City of Midwest City, Oklahoma, acknowledges availability of the required local match of no less than 20%; and

WHEREAS, after appropriate public input and due consideration, the governing body of Midwest City, Oklahoma, has recommended that an application be submitted to the state of Oklahoma to extend the Palmer Loop Trail to S. Douglas Boulevard and connect it to the Bomber Rail Trail.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF
MIDWEST CITY, OKLAHOMA**

SECTION 1. That the City of Midwest City, Oklahoma, does hereby authorize the City Manager to submit an application to the Oklahoma Department of Transportation for Transportation Alternatives Program funds set forth by IIJA on behalf of the citizens of Midwest City, Oklahoma.

SECTION 2. That the City of Midwest City, Oklahoma, hereby assures the Oklahoma Department of Transportation that sufficient funding to extend the Palmer Loop Trail to S. Douglas Boulevard and connect it to the Bomber Rail Trail on Southeast 15th Street is available.

SECTION 3. That the City of Midwest City, Oklahoma, hereby assures the Oklahoma Department of Transportation that sufficient funding for the operation and maintenance of for the Southeast 15th Street

Trail extension project will be available for the life of the project.

SECTION 4. That the City of Midwest City, Oklahoma, hereby assures the Oklahoma Department of Transportation that the City of Midwest City, Oklahoma will have title or permanent easement to the Southeast 15th Street Trail extension project by the time of project letting, if necessary.

SECTION 5. That the chief project sponsor of Midwest City, Oklahoma (who is hereby designated as the City Manager for the City of Midwest City, Oklahoma) is authorized to sign the application to the Oklahoma Department of Transportation for transportation alternatives program funds set forth by IJA on behalf of the citizens of Midwest City, Oklahoma. The chief project sponsor is also authorized to submit additional information as may be required and act as the official representative of the City of Midwest City in this and subsequent related activities.

ADOPTED by the City Council of Midwest City and **SIGNED** by the Mayor this 13th day of November 2025.

ATTEST:

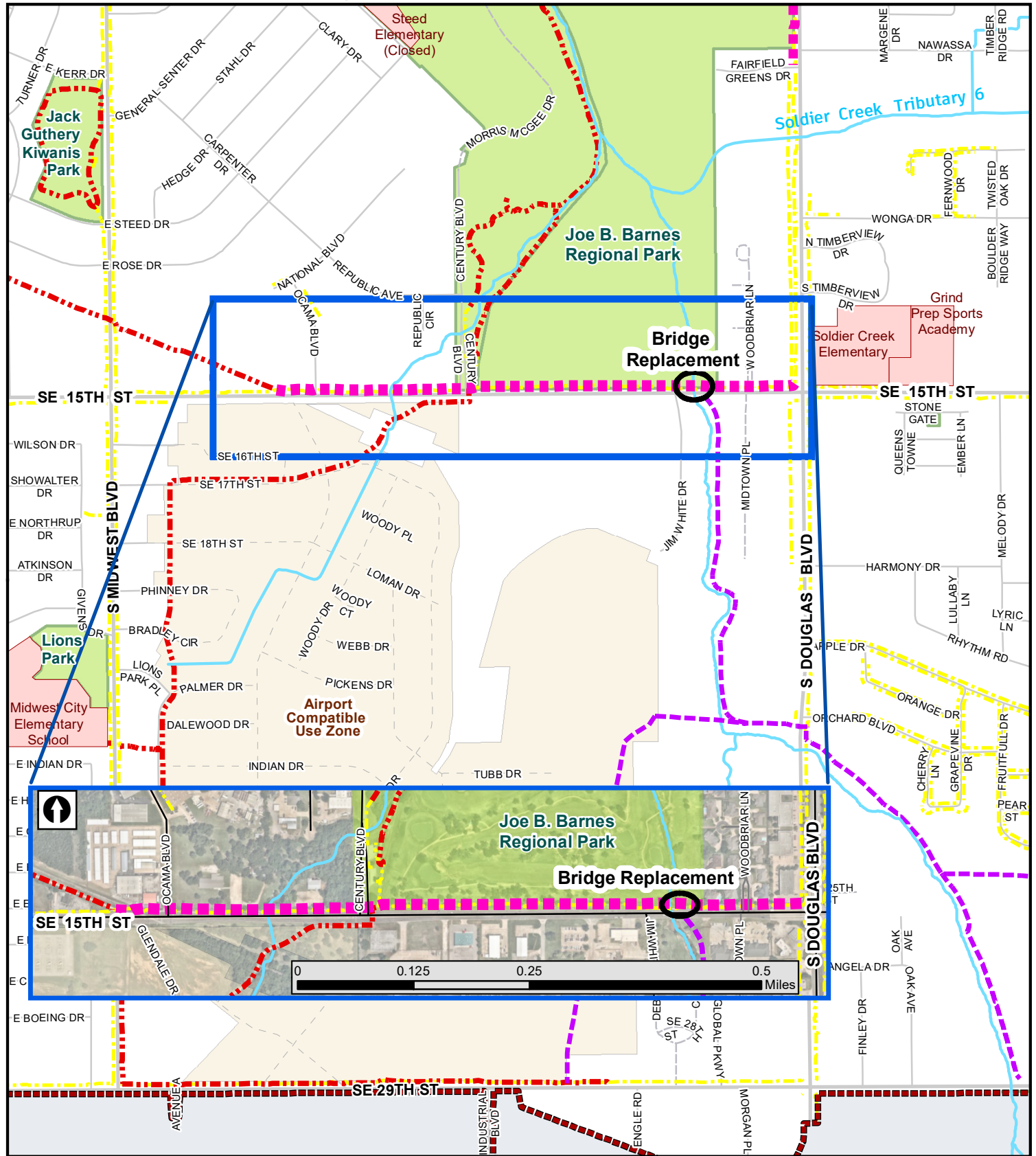
City Clerk

Mayor

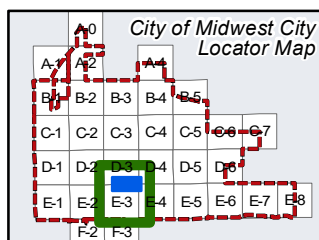
Approved as to form and legality

City Attorney

Transportation Alternatives Program 2026 Application



6/2025 NearMap image



Midwest City Inset of SE 15th St Trail Connector

Trail Status

- Requested
- Existing
- Planned
- Sidewalk
- Creeks



GIS Division
Information Technology
(405) 739-1219

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.





DISCUSSION ITEMS





Community Development Department
100 N. Midwest Blvd, Midwest City, OK

To: Honorable Mayor and Council
From: Matt Summers, Community Development Director
Date: November 13, 2025
Subject: (PC-2220) – Public hearing, discussion, consideration, and possible action to consider approval of the Final Plat of Cypress Village, for the property located at 1120 S. Post Road and 10100 SE 10th Street, Midwest City, Oklahoma.

The Final Plat for Cypress Village was approved by City Council at the August 26, 2025, meeting. The approval was conditioned upon the Applicant completing the required thoroughfare screening. The Applicant has requested the City Council consider allowing the plat to be recorded prior to the complete installation of the screening due to unique circumstances outside their control. The required thoroughfare screening includes both a masonry wall and landscaping along S. Post Road and SE 10th Street.

The Applicant has told staff they ordered the wall materials on July 23, 2025. The manufacturer's production facilities have caused delays for all of their customers. The Applicant has installed the posts for the wall, and has begun installing the panels they have received thus far. They should also be receiving the remaining panels within the next couple of weeks.

They feel a realistic timeline for completion of the screening would be by mid-December.

The Applicant states, they plan to fully comply with the screening requirements but are hoping for relief from the City regarding the timing due to the delays caused by their manufacturer. They are requesting City Council remove the condition of completing the thoroughfare screening so the plat can be filed, and building permits can be issued. They are willing to agree that Certificates of Occupancy for the residential units can be withheld until the thoroughfare screening is complete.

Action is at the discretion of the City Council.

Matt Summers, AICP
Community Development Director

FINAL PLAT
of
CYPRESS VILLAGE

A TRACT OF LAND BEING A REPLAT OF LOTS 59 & 60 OF LEAVITT'S SE 15TH STREET ACRES, AN ADDITION TO OKLAHOMA COUNTY, OKLAHOMA, BEING A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SIX (6), TOWNSHIP ELEVEN (11) NORTH, RANGE ONE (1) WEST OF THE INDIAN MERIDIAN, MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

OWNER'S CERTIFICATE AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS:

THAT CYPRESS MWC, LLC, AS TO ALL OF THE LAND SHOWN HEREON, HEREBY CERTIFIES THAT IT IS THE OWNER OF, AND THE ONLY PERSON, FIRM OR CORPORATION HAVING TITLE OR INTEREST IN AND TO THE LAND SHOWN ON THE FINAL PLAT OF CYPRESS VILLAGE, AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA. IT HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS, AS SHOWN ON SAID FINAL PLAT, WHICH SAID FINAL PLAT REPRESENTS A CAREFUL SURVEY OF ALL PROPERTY INCLUDED THEREIN UNDER THE FINAL PLAT OF CYPRESS VILLAGE, AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, BEING A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SIX (6), TOWNSHIP ELEVEN (11) NORTH, RANGE ONE (1) WEST OF THE INDIAN MERIDIAN, CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA.

THEY FURTHER CERTIFY THAT THEY ARE THE OWNERS OF AND THE ONLY PERSONS, FIRMS OR CORPORATIONS WHO HAS ANY RIGHT, TITLE OR INTEREST TO THE LAND INCLUDED IN THE ABOVE MENTIONED FINAL PLAT, AND THEY DO HEREBY DEDICATE ALL STREET AND UTILITY EASEMENTS AS SHOWN ON SAID FINAL PLAT TO THE USE OF THE PUBLIC, FOR STREETS AND UTILITIES FOR THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS FOREVER AND HAVE CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THAT THE TITLE IS CLEAR, EXCEPT AS SHOWN IN THE ABSTRACTOR'S CERTIFICATE.

SIGNED BY THE OWNER THIS 23 DAY OF July, 2025
CYPRESS MWC, LLC

Jonathan Krummel
JONATHAN KRUMMEL, MANAGER

STATE OF OKLAHOMA }
COUNTY OF OK } SS:

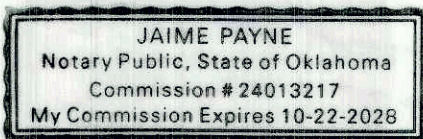
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS 23 DAY OF July, 2025, PERSONALLY APPEARED JONATHAN KRUMMEL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT AS ITS MANAGER, AND DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL THE DAY YEAR LAST ABOVE WRITTEN.

WITNESS MY HAND AND SEAL THIS 23 DAY OF July, 2025.

MY COMMISSION EXPIRES: 10-22-28

MY COMMISSION NO.: 24013217

Jaime Payne
NOTARY PUBLIC



CERTIFICATION OF PLANNING COMMISSION:

I, _____, CHAIRMAN OF THE PLANNING COMMISSION OF THE CITY OF MIDWEST CITY, OKLAHOMA, HEREBY CERTIFY THAT THE SAID PLANNING COMMISSION DULY APPROVED THE FINAL PLAT OF CYPRESS VILLAGE, AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA AT A MEETING THE ____ DAY OF _____, 20____.

CHAIRMAN

ACCEPTANCE OF DEDICATION BY CITY COUNCIL:

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDWEST CITY THAT THE DEDICATIONS SHOWN ON THE FINAL PLAT OF CYPRESS VILLAGE, AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, ARE HEREBY ACCEPTED.

ADOPTED BY THE COUNCIL OF THE CITY OF MIDWEST CITY THIS ____ DAY OF _____, 20____.

CITY CLERK

MAYOR

COUNTY TREASURER'S CERTIFICATE:

I, _____, DO HEREBY CERTIFY THAT I AM THE DULY QUALIFIED COUNTY TREASURER OF OKLAHOMA COUNTY AND THAT THE TAX RECORDS OF SAID COUNTY SHOW THAT ALL TAXES FOR THE YEAR 20____ AND PRIOR YEARS ARE PAID ON THE FINAL PLAT OF CYPRESS VILLAGE, AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, THAT THE REQUIRED STATUTORY SECURITY HAS BEEN DEPOSITED IN THE OFFICES OF THE COUNTY TREASURER GUARANTEEING THE CURRENT YEAR'S TAXES.

IN WITNESS THEREOF SAID COUNTY TREASURER HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THIS ____ DAY OF _____, 20____.

COUNTY TREASURER

BONDED ABSTRACTOR'S CERTIFICATE:

THE UNDERSIGNED, A DULY QUALIFIED AND LAWFULLY BONDED ABSTRACTOR OF TITLES IN AND FOR OKLAHOMA COUNTY AND STATE OF OKLAHOMA, HEREBY CERTIFY THAT THE RECORDS OF SAID COUNTY SHOW THAT THE TITLE TO THE LAND SHOWN ON THE FINAL PLAT OF CYPRESS VILLAGE, AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, IS VESTED IN CYPRESS MWC, LLC, AS TO ALL OF THE LAND SHOWN HEREON. THERE ARE NO ACTIONS PENDING OR JUDGMENTS OF ANY NATURE IN ANY COURT OR ON FILE WITH THE CLERK THEREOF, THAT THE TAXES ARE PAID FOR THE YEAR 2024 AND PRIOR YEARS, THAT THERE ARE NO OUTSTANDING TAX SALES CERTIFICATES AGAINST SAID LAND AND NO TAX DEEDS ARE ISSUED TO ANY PERSON, THAT THERE ARE NO LIENS, OR OTHER ENCUMBRANCES OF ANY KIND AGAINST THE LAND INCLUDED IN THE FINAL PLAT, EXCEPT MORTGAGES, RIGHTS-OF-WAY, EASEMENTS, WATER RIGHTS, AND MINERAL CONVEYANCES OF RECORD.

IN WITNESS THEREOF, SAID BONDED ABSTRACTOR HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THIS 23 DAY OF July, 2025.

FIRST AMERICAN TITLE INSURANCE COMPANY

James H. Hahong
AUTHORIZED OFFICER

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE:

I, TROY DEE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT THE FINAL PLAT OF CYPRESS VILLAGE, AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, CONSISTING OF 2 SHEETS, REPRESENTS A CAREFUL SURVEY MADE UNDER MY SUPERVISION ON THE 23RD DAY OF JULY, 2025, AND THAT THE PLAT OF SURVEY IS AN ACCURATE REPRESENTATION OF SAID SURVEY AND THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXISTS.

I FURTHER CERTIFY THAT THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS; AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.

WITNESS MY HAND AND SEAL THIS 23RD DAY OF JULY, 2025.

Troy Dee
TROY DEE, P.L.S. NO. 1745
GOLDEN LAND SURVEYING

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA }

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TROY DEE, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND SEAL THIS 23RD DAY OF JULY, 2025.

MY COMMISSION EXPIRES: 10/23/2028

MY COMMISSION NO.: 20013172

Stephen Dwayne Quinly
NOTARY PUBLIC

LEGAL DESCRIPTION:

A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SIX (6), TOWNSHIP ELEVEN (11) NORTH, RANGE ONE (1) WEST OF THE INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA, DESCRIBED AS LOTS FIFTY-NINE (59) AND SIXTY (60), OF LEAVITT'S SE 15TH STREET ACRES, IN OKLAHOMA COUNTY, OKLAHOMA, PLUS THE ADJOINING NORTH HALF (N/2) OF SE 12TH STREET RIGHT OF WAY, AS VACATED IN JOURNAL ENTRY OF JUDGMENT RECORDED AT BOOK 9628, PAGE 262, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF THE SW/4, SECTION 6, TOWNSHIP 11 NORTH, RANGE 1 WEST, I.M., THENCE N 87°56'43" E A DISTANCE OF 50.00 FEET; THENCE N 00°20'27" W A DISTANCE OF 1302.77 FEET TO THE SOUTHWEST CORNER OF N/2 OF THE VACATED SE 12TH STREET RIGHT OF WAY AS RECORDED IN BOOK 9628, PAGE 262 AND TO THE POINT OF BEGINNING;

THENCE CONTINUING N 00°20'27" W A DISTANCE OF 24.95 FEET;

THENCE N87°58'21"E A DISTANCE OF 15.01 FEET;

THENCE N00°20'27"W A DISTANCE OF 216.94 FEET;

THENCE S89°24'05"W A DISTANCE OF 15.00 FEET;

THENCE N00°20'27"W A DISTANCE OF 359.66 FEET;

THENCE N 43°51'16" E A DISTANCE OF 35.85 FEET;

THENCE N 87°55'53"E A DISTANCE OF 243.08 FEET;

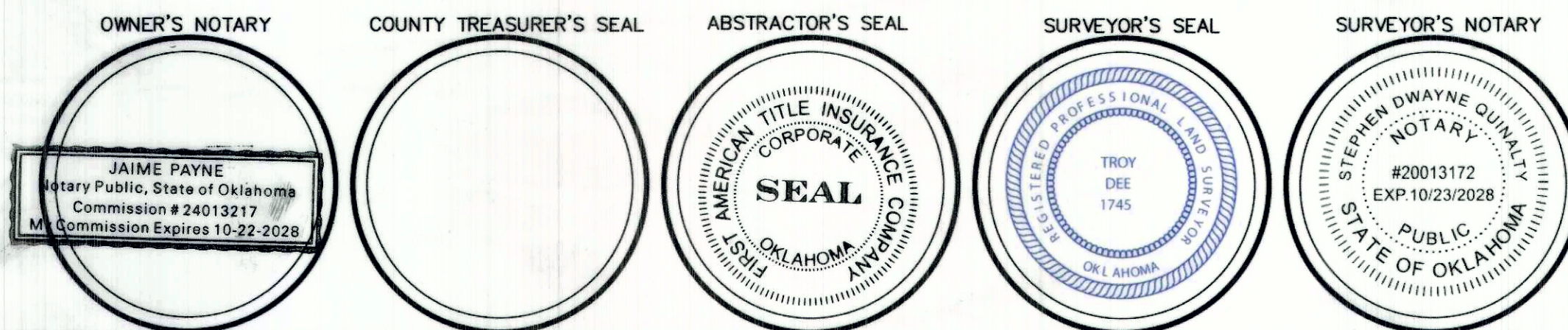
THENCE N87°57'10"E A DISTANCE OF 318.39 FEET;

THENCE S 00°18'36" E A DISTANCE OF 627.25 FEET TO A POINT ON THE SOUTH LINE OF SAID N/2 OF VACATED SE 12TH STREET RIGHT OF WAY;

THENCE S 87°58'42"W ALONG SAID SOUTH LINE A DISTANCE OF 586.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 363,928.56 SQ. FT. OR 8.3546 ACRES, MORE OR LESS.

GOLDEN
LAND SURVEYING
4131 NW 122nd Street., Suite 100, Oklahoma City, Oklahoma 73120
C.A.# 7263 / Exp. Date =6/30/2026
Telephone: (405) 849-6010 Job No:21207 troy@goldenls.com



RUBBS CONSULTING, LLC
CIVIL ENGINEERING & LAND PLANNING
1800 S. Sara Road
Yukon, OK 73099
Phone: (405) 265-0641
Fax: (405) 265-0649
GRUBBS CONSULTING, LLC. CERTIFICATE OF AUTHORIZATION NO. CA 5115 EXP. 06/30/26

FINAL PLAT
of
CYPRESS VILLAGE

SUBDIVISION CONTAINS:
SEVENTY (70) LOTS IN
SIX (6) BLOCKS
GROSS SUBDIVISION AREA:
±363,928 SQ. FT.
OR ±8.35 ACRES

SURVEYOR:
GOLDEN LAND SURVEYING
4131 NW 122ND ST. SUITE 100
OKLAHOMA CITY, OKLAHOMA 73120
(405) 849-6010

DEVELOPER:
CYPRESS REAL ESTATE, LLC
6608 N WESTERN, SUITE 492
OKLAHOMA CITY, OKLAHOMA 73116

ENGINEER:
GRUBBS CONSULTING, LLC.
1800 S. SARA ROAD
YUKON, OKLAHOMA 73099
(405) 265-0641
FAX: (405) 265-0649

A TRACT OF LAND BEING A REPLAT OF LOTS 59 & 60 OF LEAVITT'S SE
15TH STREET ACRES, AN ADDITION TO OKLAHOMA COUNTY, OKLAHOMA,
BEING A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SIX (6),
TOWNSHIP ELEVEN (11) NORTH, RANGE ONE (1) WEST OF THE INDIAN
MERIDIAN, MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

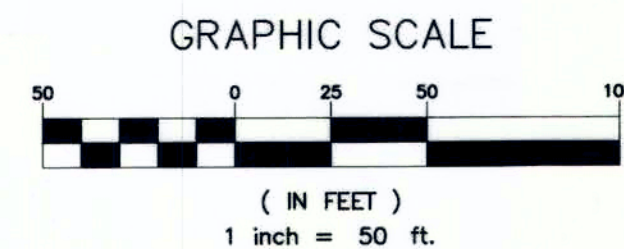
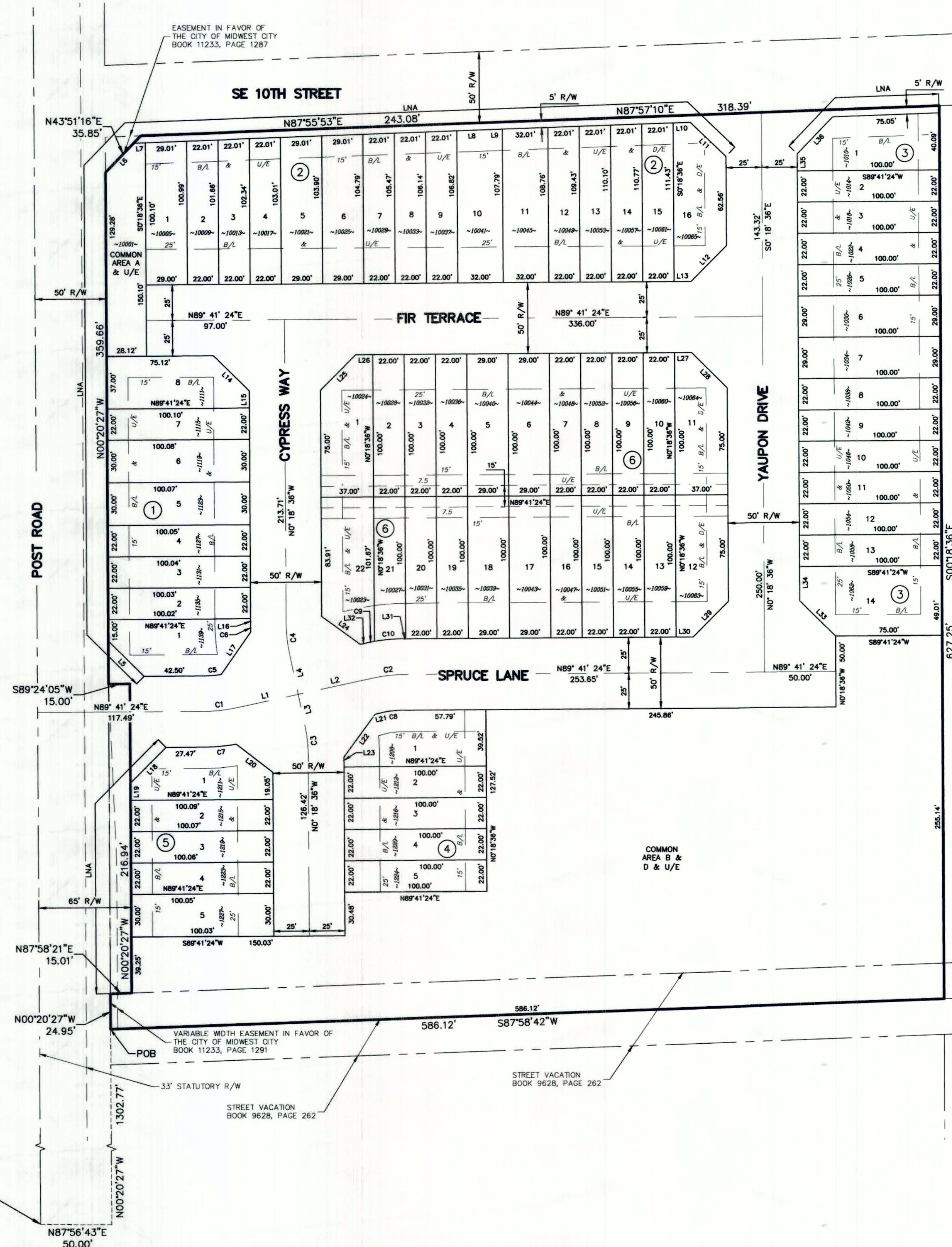
CENTERLINE TABLE			
LINE NO.	DIRECTION	LENGTH	
L1	N77°49'57"E	46.18'	
L2	N77°49'57"E	54.72'	
L3	S12°10'03"E	23.15'	
L4	S12°10'03"E	29.75'	

CENTERLINE CURVE TABLE					
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
C1	100.00'	20.70'	11°51'27"	N83°45'41"E	20.66'
C2	100.00'	20.70'	11°51'27"	N83°45'41"E	20.66'
C3	100.00'	20.70'	11°51'27"	S8°14'19"E	20.66'
C4	100.00'	20.70'	11°51'27"	S8°14'19"E	20.66'

LOT LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L5	N45°19'31"W	35.36'
L6	N43°51'16"E	28.67'
L7	N87°55'57"E	8.22'
L8	N87°55'57"E	20.92'
L9	N87°57'10"E	11.10'
L10	N87°57'10"E	12.02'
L11	S46°10'43"E	34.82'
L12	S44°41'24"W	35.36'
L13	S89°41'24"W	12.00'
L14	S45°18'36"E	35.36'
L15	S01°18'36"E	12.00'
L16	S01°18'36"E	3.71'
L17	S34°49'37"W	36.43'
L18	N44°40'29"E	35.35'
L19	N07°20'27"W	12.00'
L20	S52°35'46"E	32.51'

LOT LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L21	N77°49'57"E	4.73'
L22	N36°07'15"E	37.33'
L23	N01°18'36"W	6.92'
L24	N54°11'49"W	33.48'
L25	N44°41'24"E	35.36'
L26	N89°41'24"E	12.00'
L27	N89°41'24"E	12.00'
L28	S45°18'36"E	35.36'
L29	S44°41'24"W	35.36'
L30	S89°41'24"W	12.00'
L31	S89°41'24"W	1.65'
L32	S77°49'57"W	4.72'
L33	N45°18'36"W	35.36'
L34	N01°18'36"W	24.01'
L35	N01°18'36"W	12.06'
L36	N43°49'17"E	35.89'

LOT CURVE TABLE					
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
C5	75.00'	11.70'	8°58'17"	S85°13'15"W	11.69'
C6	125.00'	5.59'	2°33'38"	S1°35'25"E	5.59'
C7	125.00'	22.03'	10°05'45"	N84°38'31"E	22.00'
C8	75.00'	15.52'	11°51'27"	N83°45'41"E	15.49'
C9	125.00'	5.43'	2°29'23"	S79°04'39"W	5.43'
C10	125.00'	20.44'	9°22'03"	S85°00'22"W	20.41'



PLAT NOTES:

- A SIDEWALK IS REQUIRED IN EACH LOT WHERE IT ABUTS A LOCAL STREET AND MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE AFFECTED LOT.
- MAINTENANCE OF COMMON AREAS A & B IS THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION.
- CENTERLINE OF RIGHT OF WAY MONUMENTS SHALL BE AS FOLLOWS:
PAVED SURFACES - A MAGNETIC NAIL WITH A WASHER STAMPED "GOLDEN CA 7263"
UNPAVED SURFACES - A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "GOLDEN CA 7263"
- THE FINAL PLAT BOUNDARY AND LOT CORNER MONUMENTS SHALL BE AS FOLLOWS:
#4 BAR W/ CAP STAMPED "GOLDEN CA 7263" UNLESS OTHERWISE NOTED

BK = BOOK
PG = PAGE
B/L = BUILDING LINE
U/E = PUBLIC UTILITY EASEMENT
R/W = RIGHT OF WAY
ESMT = EASEMENT
RWE = RETAINING WALL EASEMENT
D & U/E = PUBLIC STORM SEWER AND UTILITY EASEMENT
D/E = PUBLIC STORM SEWER EASEMENT
○ = FOUND #4 BAR W/ CAP UNLESS OTHERWISE NOTED
● = SET #4 BAR W/ CAP STAMPED "GOLDEN CA 7263" UNLESS OTHERWISE NOTED
▲ = SET MAG NAIL W/ SHINER STAMPED "GOLDEN CA 7263" UNLESS OTHERWISE NOTED
⊗ = BLOCK NUMBER

GOLDEN
LAND SURVEYING

4131 NW 122nd Street, Suite 100, Oklahoma City, Oklahoma 73120
C.A.# 7263 / Exp. Date = 6/30/2026
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GRUBBS CONSULTING, LLC CERTIFICATE OF AUTHORIZATION NO. CA 5115 EXP. 06/30/26



City Prosecutor
Vicki Floyd
100 N. Midwest Boulevard
Midwest City, OK 73110
VFloyd@MidwestCityOK.org
Office: 405.739.1284 /Fax: 405.869.8680
www.midwestcityok.org

Memorandum

TO: City Council

FROM: Vicki Floyd, City Prosecutor

DATE: November 13, 2025

SUBJECT: Discussion, consideration, and possible action to approve an ordinance amending the Midwest City Municipal Code, Chapter 28 Offenses – Miscellaneous, Article V, Offenses Against Public Peace; by adopting Section 28-86.2, Interfering with a First Responder Engaged in Lawful Performance of Duties; and amending Chapter 1, General Provisions, Section 1-15, Specific Penalty for Violations of Code; and Providing for Repealer and Severability.

The proposed addition to Chapter 28 Offenses – Miscellaneous, Article V. Offenses Against Public Peace is to conform to the newly passed State legislation adding first responders to the definition of peace officer, and adding a section for punishment for resisting or interfering with said first responders. The addition was at the request of the Police Department. Penalties for the ordinance are also included in additions to 1-15 penalty section.

Action is at the discretion of the Council.

Vicki Floyd, City Prosecutor

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 28, OFFENSES - MISCELLANEOUS, ARTICLE V, OFFENSES AGAINST PUBLIC PEACE; BY ADOPTING SECTION 28-86.2, INTERFERING WITH A FIRST RESPONDER ENGAGED IN LAWFUL PERFORMANCE OF DUTIES; AND AMENDING CHAPTER 1, GENERAL PROVISIONS, SECTION 1-15, SPECIFIC PENALTY FOR VIOLATIONS OF CODE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 28, Offenses – Miscellaneous, Article V, Offenses Against Public Peace, is hereby adopting Section 28-86.2 to read as follows:

Sec. 28-86.2. – Interfering with a First Responder Engaged in Lawful Performance of Duties

(a) As used in this section:

(1) "First responder" shall include a peace officer, a correctional or probation and parole officer, and an emergency medical technician or emergency medical care provider; and

(2) "Harass" means to willfully engage in a course of conduct directed at a first responder which intentionally distracts the first responder from performing his or her official duties and serves no legitimate purpose.

(b) It shall be unlawful for a person, after receiving a verbal warning not to approach a person he or she knows or reasonably should know is a first responder, who is engaged in the lawful performance of a legal duty, to knowingly and willfully violate such warning and approach or remain within twenty-five (25) feet of the first responder with the intent to:

(1) Impede or interfere with the ability of the first responder to perform such duty;

(2) Threaten the first responder with physical harm; or

(3) Harass the first responder.

(c) Any person convicted of violating this section shall be punished by a fine or imprisonment in accordance with section 1-15 of this Code, plus costs, or by both such fine and imprisonment.

Section 2. That the Midwest City Municipal Code, Chapter 1, General Provision, Section 1-15, Specific Penalty for Violations of Code, is hereby amended to read as follows:

Section. 1-15. Specific penalty for violations of Code.

The following table is adopted with regard to specific violations of this Code, including the maximum fine and imprisonment for each specific offense noted:

Chapter	Section	Maximum Fine	Imprisonment
5	5-42(b)	\$ 200.00	10 days
	5-51	1,000.00	60 days
	5-90	200.00	
	5-90.1(a)	1,000.00	90 days
	5-91	200.00	
24	24-81(a)	300.00	30 days
	24-81(b)	200.00	
	24-83	600.00	60 days
	24-84	300.00	
	24-88	800.00	60 days
	24-88.1	600.00	60 days
	24-88.2(c)(1)	800.00	60 days
	24-88.2(c)(2)	200.00	
	24-89	300.00	30 days
	24-90	600.00	60 days
	24-143	200.00	
	24-145	300.00	30 days
	24-203		
	First Violation	100.00	15 days
	Second Violation within the Calendar year, January 1 to December 31	300.00	15 days
	Third and Subsequent Violations within the Calendar year, January 1 to December 31	500.00	30 days
27	27-44	500.00	30 days
	All Nuisances		
	First Violation	100.00	15 days
	Second Violation within the Calendar year, January 1 to December 31	300.00	15 days

	Third and Subsequent Violations within the Calendar year, January 1 to December 31	500.00	30 days
28	28-8	800.00	60 days
	28-9	800.00	60 days
	28-25	100.00	30 days
	28-40	300.00	30 days
	28-41	750.00	60 days
	28-43	600.00	60 days
	28-54	300.00	30 days
	28-57		
	First Offense	500.00	60 days
	Second Offense	600.00	60 days
	Third Offense	750.00	60 days
	28-57.1	600.00	60 days
	28-58	450.00	30 days
	28-60	450.00	30 days
	28-61	450.00	30 days
	28-62	450.00	30 days
	28-75	600.00	60 days
	28-86	750.00	60 days
	28-86.1	750.00	60 days
	28.86.2	750.00	60 days
	28-90	750.00	60 days
	28-90.1	600.00	60 days
	28-104	750.00	60 days
	28-122	500.00	30 days
	28-123	500.00	30 days
	28-124	750.00	60 days
	28-125	300.00	30 days
	28-127	500.00	60 days
	28-128	800.00	60 days
	28-133 (a)	800.00	60 days
	28-133 (b)(3)		
	First and Second Offenses	100.00	
	Third and Subsequent Offenses	400.00	
	28-133 (b)(4)		
	First and Second Offenses	100.00	10 days
	Third and Subsequent Offenses	800.00	60 days

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

4 **Section 4. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is for
5 any reason held to be invalid, such decision shall not affect the validity of the remaining
6 provisions of the ordinance.
7

8
9 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
10 Oklahoma, this _____ day of _____, 2025.
11

12
13 **THE CITY OF MIDWEST CITY, OKLAHOMA**
14

15
16 _____
17 MATTHEW D. DUKES, II, Mayor
18

19 ATTEST:
20

21 _____
22 SARA HANCOCK, City Clerk
23

24
25
26 Approved as to form and legality this _____ day of _____, 2025.
27

28 _____
29 DON MAISCH, City Attorney
30
31

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 28, OFFENSES - MISCELLANEOUS, ARTICLE V, OFFENSES AGAINST PUBLIC PEACE; BY ADOPTING SECTION 28-86.2, INTERFERING WITH A FIRST RESPONDER ENGAGED IN LAWFUL PERFORMANCE OF DUTIES; AND AMENDING CHAPTER 1, GENERAL PROVISIONS, SECTION 1-15, SPECIFIC PENALTY FOR VIOLATIONS OF CODE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 28, Offenses – Miscellaneous, Article V, Offenses Against Public Peace, is hereby adopting Section 28-86.2 to read as follows:

Sec. 28-86.2. – Interfering with a First Responder Engaged in Lawful Performance of Duties

(a) As used in this section:

(1) "First responder" shall include a peace officer, a correctional or probation and parole officer, and an emergency medical technician or emergency medical care provider; and

(2) "Harass" means to willfully engage in a course of conduct directed at a first responder which intentionally distracts the first responder from performing his or her official duties and serves no legitimate purpose.

(b) It shall be unlawful for a person, after receiving a verbal warning not to approach a person he or she knows or reasonably should know is a first responder, who is engaged in the lawful performance of a legal duty, to knowingly and willfully violate such warning and approach or remain within twenty-five (25) feet of the first responder with the intent to:

(1) Impede or interfere with the ability of the first responder to perform such duty;

(2) Threaten the first responder with physical harm; or

(3) Harass the first responder.

(c) Any person convicted of violating this section shall be punished by a fine or imprisonment in accordance with section 1-15 of this Code, plus costs, or by both such fine and imprisonment.

Section 2. That the Midwest City Municipal Code, Chapter 1, General Provision, Section 1-15, Specific Penalty for Violations of Code, is hereby amended to read as follows:

Section. 1-15. Specific penalty for violations of Code.

The following table is adopted with regard to specific violations of this Code, including the maximum fine and imprisonment for each specific offense noted:

Chapter	Section	Maximum Fine	Imprisonment
5	5-42(b)	\$ 200.00	10 days
	5-51	1,000.00	60 days
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	24-81(b)	200.00	
	24-83	600.00	60 days
	24-84	300.00	
	24-88	800.00	60 days
	24-88.1	600.00	60 days
	24-88.2(c)(1)	800.00	60 days
	24-88.2(c)(2)	200.00	
	24-89	300.00	30 days
	24-90	600.00	60 days
	24-143	200.00	
	24-145	300.00	30 days
	24-203		
	First Violation	100.00	15 days
	Second Violation within the Calendar year, January 1 to December 31	300.00	15 days
	Third and Subsequent Violations within the Calendar year, January 1 to December 31	500.00	30 days
27	27-44	500.00	30 days
	All Nuisances		
	First Violation	100.00	15 days
	Second Violation within the Calendar year, January 1 to December 31	300.00	15 days

	Third and Subsequent Violations within the Calendar year, January 1 to December 31	500.00	30 days
28	28-8	800.00	60 days
	28-9	800.00	60 days
	28-25	100.00	30 days
	28-40	300.00	30 days
	28-41	750.00	60 days
	28-43	600.00	60 days
	28-54	300.00	30 days
	28-57		
	First Offense	500.00	60 days
	Second Offense	600.00	60 days
	Third Offense	750.00	60 days
	28-57.1	600.00	60 days
	28-58	450.00	30 days
	28-60	450.00	30 days
	28-61	450.00	30 days
	28-62	450.00	30 days
	28-75	600.00	60 days
	28-86	750.00	60 days
	28-86.1	750.00	60 days
	28.86.2	750.00	60 days
	28-90	750.00	60 days
	28-90.1	600.00	60 days
	28-104	750.00	60 days
	28-122	500.00	30 days
	28-123	500.00	30 days
	28-124	750.00	60 days
	28-125	300.00	30 days
	28-127	500.00	60 days
	28-128	800.00	60 days
	28-133 (a)	800.00	60 days
	28-133 (b)(3)		
	First and Second Offenses	100.00	
	Third and Subsequent Offenses	400.00	
	28-133 (b)(4)		
	First and Second Offenses	100.00	10 days
	Third and Subsequent Offenses	800.00	60 days

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

4 **Section 4. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is for
5 any reason held to be invalid, such decision shall not affect the validity of the remaining
6 provisions of the ordinance.
7

8
9 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
10 Oklahoma, this _____ day of _____, 2025.
11

12
13 **THE CITY OF MIDWEST CITY, OKLAHOMA**
14

15 ATTEST:
16

17 _____
18 MATTHEW D. DUKES, II, Mayor
19
20

21 _____
22 SARA HANCOCK, City Clerk
23
24

25
26 Approved as to form and legality this _____ day of _____, 2025.
27

28 _____
29 DON MAISCH, City Attorney
30
31



Public Works Administration

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

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Assistant Public Works Director

cevenson@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: November 13, 2025

Subject: Discussion, consideration, and possible action of accepting the 2025 Water Master Plan.

On October 17, 2023, the Oklahoma Water Resources Board approved the City of Midwest City's request for an American Rescue Plan Act (ARPA) grant and committed funds in the amount of \$2,000,000.00 for the development of citywide master plans for the water, wastewater, and stormwater infrastructure and construction of water lines needed to connect the Water Resources Recovery Facility and Centrillum to Midwest City's water supply system.

On February 27, 2024, the City of Midwest City, the Midwest City Municipal Authority, and Garver entered into a Professional Services Agreement for an assessment of the water distribution system infrastructure, groundwater and surface water supply infrastructure, and water treatment facilities in order to develop a citywide Water Master Plan.

The Water Master Plan is now complete, and the Executive Summary and CIP Justification Sheets are attached for review by Council.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

Midwest City Water Master Plan

Executive Summary



Prepared by:



750 SW 24th Street
Ste 200
Moore, OK 73160

October 2025

Garver Project No. 22W02370



This Water Master Plan includes a comprehensive assessment of the condition and performance of the City of Midwest City (MWC) water system. The plan shows MWC's commitment to its mission statement "to maximize the quality of life for its citizens through professional services, proper management of existing resources, and appropriate planning." The plan builds on a more limited hydraulic analysis completed in 2012, which included recommendations for the major distribution system improvements that MWC has built or set in motion since that time. Those improvements include the Felix Place Ground Storage Tanks (GSTs) and Booster Pump Station (BPS) and the Timber Ridge Elevated Storage Tank (EST) and High Service Pump Station (HSPS). This report provides an update to the previous analysis and a more comprehensive evaluation of the water system, including the condition of the water treatment plant (WTP) and other major facilities. The capital improvement plan (CIP) included in this report provides recommended improvements over the next 20 years to address existing deficiencies and support future growth.

MWC has two water sources: surface water from Lake Thunderbird treated at the WTP and 26 active groundwater wells that are located throughout the city. Water from these two sources is supplied to customers via approximately 300 miles of finished water mains, one BPS, four GSTs, and three ESTs. A map of the water system is shown in Figure ES-1. Lake Thunderbird and the raw water transmission main from Lake Thunderbird are not included in the figure.





Growth Projections

Garver evaluated historical population and water demand data to identify trends and develop projections for the next 20 years. These projections were developed in coordination with the recently completed Wastewater Collection System Master Plan. The projections were used to identify projects that would be needed to support future growth and to identify capacity requirements for water system improvements to meet future water demands. The projections for both average and max day demand can be seen as they relate to service population in Figure ES-2. As shown in the graph, demand is expected to steadily increase as population increases. MWC is within 25% of its anticipated buildout population (72,000) per the 2008 Comprehensive Plan, and recent population growth has been steady. MWC is in the process of completing a 2025 Comprehensive Plan, so future improvements were evaluated with a contingency factor to make sure there will be adequate water system capacity even if additional density and/or redevelopment is proposed in the updated comprehensive plan.

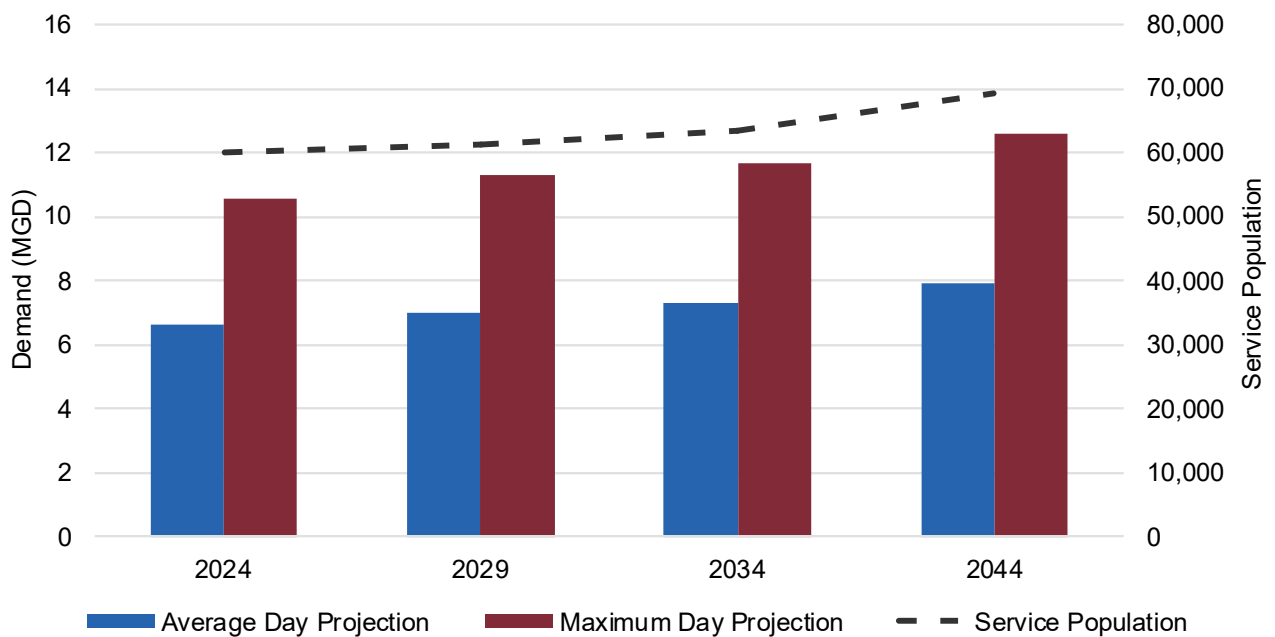


Figure ES-2: 20-Year Water Demand and Population Projections

Water Treatment Plant Comprehensive Evaluation

Garver reviewed the WTP's historical data for raw and treated water quality. The treated water has maintained compliance with the regulatory requirements for drinking water. A detailed assessment of the WTP was conducted by an interdisciplinary Garver team to evaluate the condition of the treatment facilities in the plant. Additionally, a capacity assessment was performed to develop a gap analysis and determine improvements needed to maintain treatment capacity and improve operations in the plant.

Based on this assessment, the WTP has sufficient capacity in most processes to supply projected demands for at least the next 20 years. Since most of the processes meet capacity requirements, the majority of the recommended improvements for the WTP are condition-based. However, there are two processes that do not meet current regulatory design requirements: the flash mixer and the residual ponds.



The flash mixer is the main process responsible for the removal of total organic carbon (TOC). Historically, TOC removal at the WTP has been lower than required. An evaluation of the flash mixer indicated that its current size and poor structural condition limit TOC removal. To address these deficiencies, Garver is recommending that a new, smaller flash mix structure be designed and constructed.

The residual ponds, which are used to store and dewater solids generated during the water treatment process, are another process that does not meet regulatory requirements. Currently, WTP staff dewater residuals monthly to bi-monthly, which does not meet ODEQ's six-month storage guidelines. Although this does not affect the treatment process, it does increase the time spent dewatering the residual ponds. Garver recommends that a study be done to review the current solids management processes.

The WTP has been in service for several decades and has provided reliable drinking water to the service area residents and industries. The WTP has been rehabilitated a few times to increase capacity, improve operations, and enhance quality of treated water, but much of its original construction remains in service. As a result, some of the facilities have condition needs and do not meet current standards for chemical storage, safety, containment, as well as electrical codes and structural design. Details of each facility condition assessment are described in this master plan. The major condition-driven CIP recommendations include construction of a new chemical building, rehabilitation of the solids contact unit, filters rehabilitation, and electrical improvements.

Distribution Facility and Well Condition Assessments

Most of the storage and pump facilities are in good condition. One of the GSTs and the pump station at Felix Place were replaced in 2023. The other GST at the Felix Place site, which was constructed in the 1950s, is anticipated to be replaced within the next 20 years. Additionally, the small EST at the WTP site, which serves the Windsong subdivision, is in poor condition. This tank will no longer be required and will be taken out of service after the proposed Timber Ridge EST and HSPS project is completed.

Groundwater Facilities Analysis

The supply assessment showed that there is sufficient water supply capacity to meet projected demands as long as the supplies are not impacted by a drought. Figure ES-3 summarizes supply capacity and projected demands through the 20-year horizon. As shown in the figure, the surface water rights are sufficient to meet projected demands for the next 20 years. However, the water available from Lake Thunderbird could be less than the water rights in a period of extreme drought. The groundwater capacity supplements the surface water capacity and is also more drought resilient. MWC plans to increase its groundwater capacity to make the system more resilient in case of a drought affecting water availability from Lake Thunderbird.

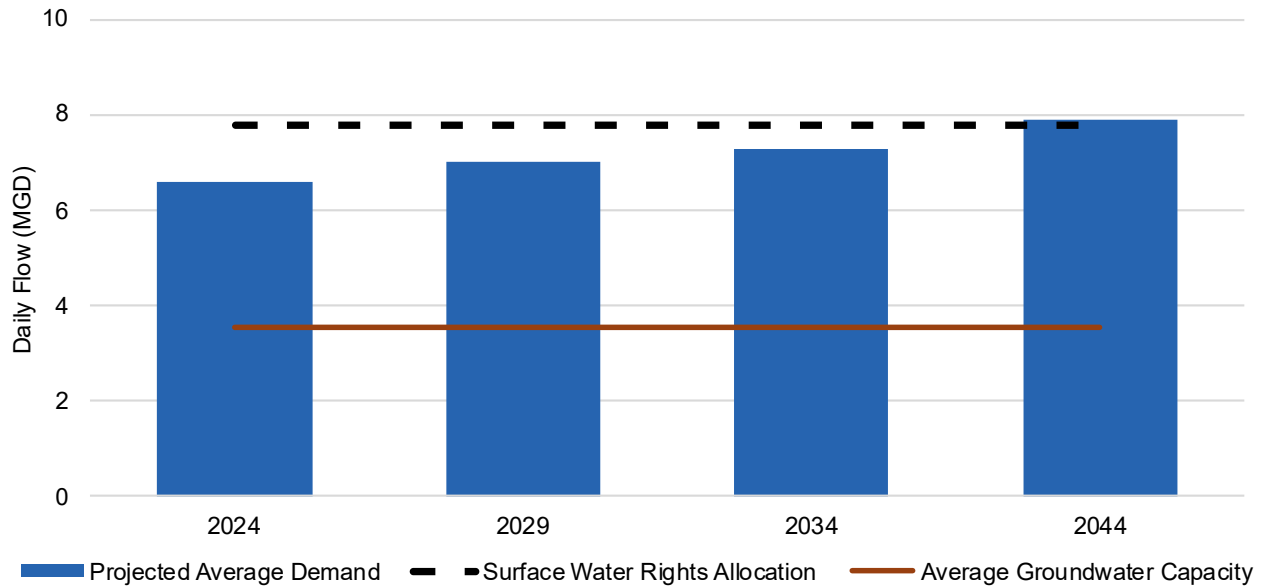


Figure ES-3: Average Day Supply Capacity and Projections

While current water supply for MWC includes a combination of surface water and groundwater, in times of drought, surface water may become more limited than groundwater. MWC's groundwater supply was evaluated to determine the types of improvements needed to supplement supply should such a scenario occur. Many of MWC's current groundwater wells were constructed in the 1950s and are in need of major rehabilitation or replacement. Several wells are inoperable due to mechanical or water quality issues.

To identify the actions needed to meet supply redundancy goals and identify any operational deficiencies, each existing well was evaluated. Based on this evaluation, Garver recommended rehabilitation, abandonment, or replacement for each well in MWC's inventory. The CIP includes improvements to bring the groundwater wells up to current standards, to restore lost groundwater capacity, and to create additional groundwater capacity through the construction of new wells. The CIP projects have been prioritized to maximize the impact of funding available for supply redundancy improvements. In summary, nine existing operational wells are recommended for rehabilitation, five existing operational wells are recommended for replacement (due to old age), six new wells are recommended for construction to increase groundwater system capacity, and 17 wells are recommended for abandonment. When all groundwater CIP projects are constructed, the groundwater supply will have increased redundancy to supplement average day demands in the event of a surface water shortage, as shown in Figure ES-4. The recommended groundwater improvements will provide sufficient supply to support a WTP service interruption of a few days under average demand conditions and longer periods when demands are below average. The increased groundwater supply would also supplement the surface water supply during extended drought conditions.

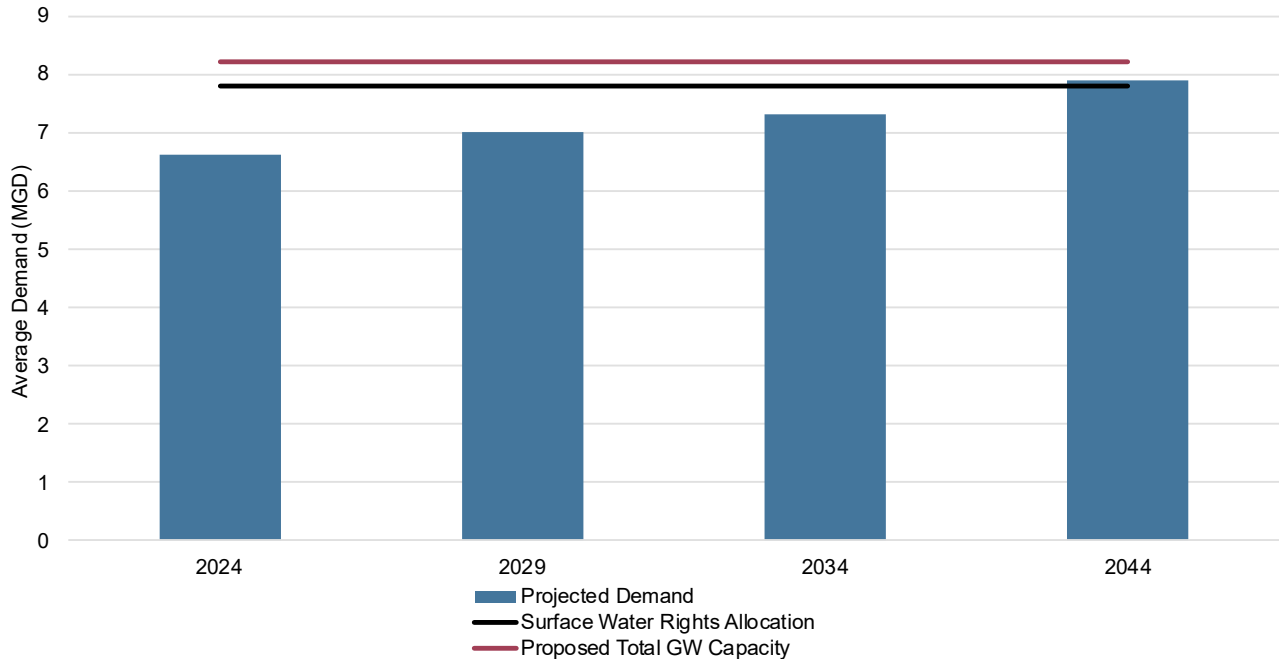
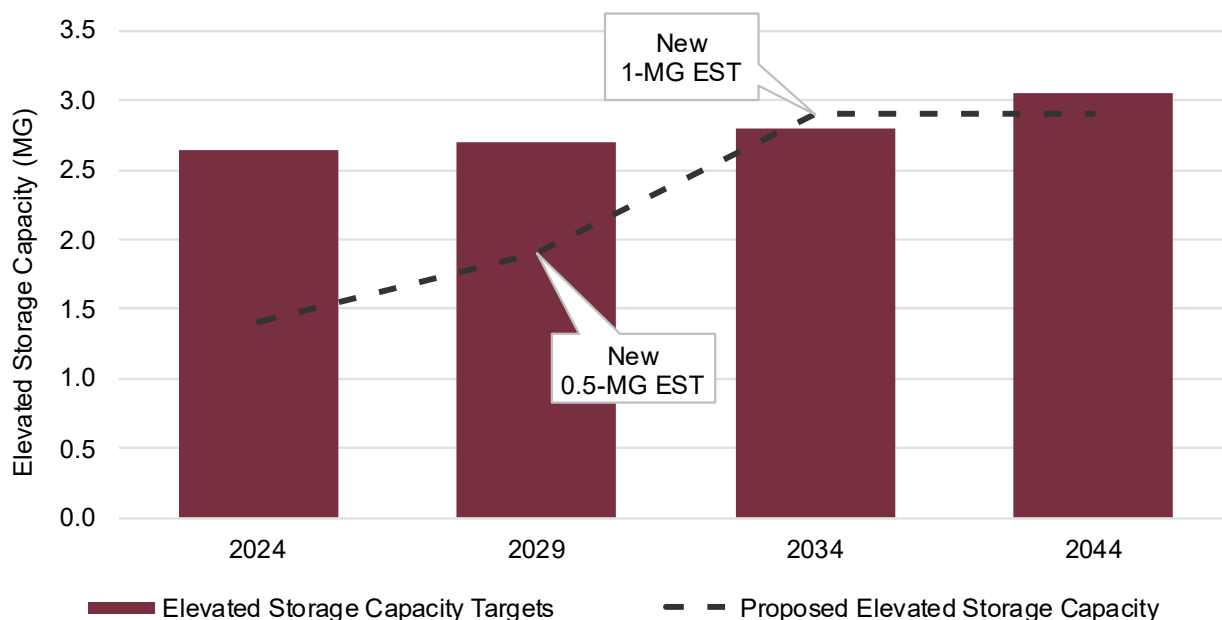


Figure ES-4: Proposed Water Supply Redundancy

Water System Assessments

Garver assessed the overall performance of the water distribution system using a hydraulic model and comparing the system capacity to Oklahoma Department of Environmental Quality (ODEQ) regulations and other level of service targets. The distribution system water mains have enough capacity to maintain system pressures above the minimum ODEQ requirement of 25 psi, but pressures are lower than the target level of service in the southeast corner of the city due to the relatively high ground elevations in that area. MWC was already planning on creating a High Pressure Zone (PZ) to increase these pressures through the completion of the Timber Ridge EST and HSPS project. Additional water main improvements are recommended to loop areas with dead-ends and to replace undersized older pipes along major arterial roads.

Figure ES-5 summarizes the water system's elevated storage capacity targets and the proposed capacity based on projected demands through the 20-year horizon. The proposed elevated storage capacity is not a regulatory requirement but is intended to provide redundancy and maintain a more stable pressure in the water system during emergencies and periods of peak demands. The existing elevated storage capacity is currently below the target. The addition of two new ESTs is recommended over the next ten years to increase capacity toward the target, as shown in the figure by the increase in proposed elevated storage capacity.

**Figure ES-5: Proposed Storage Capacity and Projections****Capital Improvement Plan**

Based on the WTP assessment, distribution system assessment, groundwater facilities analysis, and hydraulic modeling evaluation, a series of CIP projects were developed through the 20-year horizon. All projects are summarized in Table ES-1, distribution projects are shown in Figure ES-7, and WTP projects are shown in Figure ES-8. Figure ES-6 summarizes total spending for the CIP by year, and Appendix H contains details about potential funding opportunities for the CIP, including eligibility requirements and terms.

Table ES-1: 20-Year CIP Cost Summary by Project Category

Project Number	Annual Program Improvements (0 to 20 Years)	Annual Cost (2025 Dollars)
A - 1	SCADA Maintenance	\$0.02M
A - 2	Dead-End Elimination Program	\$0.76M
A - 3	Existing Pipe Rehabilitation Program	\$1.00M
A - 4	Meter Replacement Program	\$1.30M
A - 5	Pump Houses – Pump and Valve Maintenance	\$0.20M
A - 6	Service Line Investigation and Replacement	\$1.20M
Annual Program Improvements Subtotal		\$4.48M



Project Number	Immediate Improvements (0 to 2 years)	Total Project Cost (2025 Dollars)
GW - 1	Rehabilitation of Existing Well Houses (Identified in 2025 Sanitary Survey) - Phase 1	\$2.87M
D - 1	23 rd St Water Main Extension	In Progress
D - 2	Timber Ridge EST (0.5-MG) & HSPS	In Progress
D - 3	Industrial Fire Flow Improvement	\$1.45M
WTP - 1	Treatability Study	\$0.10M
WTP - 2	New Flash Mix and Splitter Box	\$2.83M
WTP - 3	TOC Analyzer Upgrades	\$0.25M
WTP - 4	Filters 1-4 Pipe Gallery Repairs	\$1.51M
WTP - 5	Site Security Upgrades	\$0.14M
WTP - 6	Solids Contact Units Rehabilitation	\$1.19M
Immediate Capital Improvements Subtotal		\$10.34M
Annual Programs Subtotal		\$8.96M
Immediate Improvements Subtotal		\$19.30M
Project Number	Near-Term Improvements (2 to 5 years)	Total Project Cost (2025 Dollars)
GW - 2	Rehabilitation of Existing Well Houses - Phase 2	\$1.38M
D - 4	1.75-MG GST (Felix)	\$6.45M
D - 5	Reno Ave Water Main Upsize	\$2.88M
WTP - 7	New Chemical Building	\$12.02M
WTP - 8	Clearwell Improvements	\$0.26M
WTP - 9	Admin Building Electrical Improvements	\$1.66M
WTP - 10	Residuals Ponds Improvements	\$1.23M
WTP - 11	Top-end SCADA System Installation	\$1.09M
Near-Term Capital Improvements Subtotal		\$26.97M
Annual Programs Subtotal		\$13.44M
Near-Term Improvements Subtotal		\$40.41M
Project Number	Intermediate Improvements (5 to 10 years)	Total Project Cost (2025 Dollars)
GW - 3	Construction of 6 New Vertical Wells	\$26.80M
GW - 4	High Pressure Zone Bypass Piping	\$0.50M
D - 6	SE 15 th St Loop	\$2.88M
D - 7	Felix Place Water Main Upsize	\$1.01M
D - 8	NE 10 th St & Air Depot Rd Connection	\$0.33M
D - 9	Midwest Blvd Water Main Extension	\$1.55M
D - 10	1.0-MG EST (Felix)	\$11.92M
D - 11	Residential Fire Flow Improvements	\$1.49M
WTP - 12	Filters Rehabilitation	\$9.54M
WTP - 13	Residual Management Study	\$0.10M
WTP - 14	Regulating Tanks Repairs	\$0.57M
WTP - 15	Pump House Electrical, Security, and Backup Power	\$7.78M
Intermediate Capital Improvements Subtotal		\$64.47M
Annual Programs Subtotal		\$22.40M
Intermediate Improvements Subtotal		\$86.87M



Project Number	Long-term Improvements (10 to 20 Years)	Total Project Cost (2025 Dollars)
GW - 5	Construction of 5 Replacement Vertical Wells	\$22.33M
GW - 6	Abandonment of 17 Existing Well Houses	\$1.03M
D - 12	Westminster Loop	\$0.54M
D - 13	Timber Ridge Loop	\$2.50M
D - 14	NE 10 th St Water Main Extension	\$2.34M
Long-term Capital Improvements Subtotal		\$28.74M
Annual Programs Subtotal		\$44.80M
Long-term Improvements Subtotal		\$73.54M
Improvements Subtotal		\$220.12M

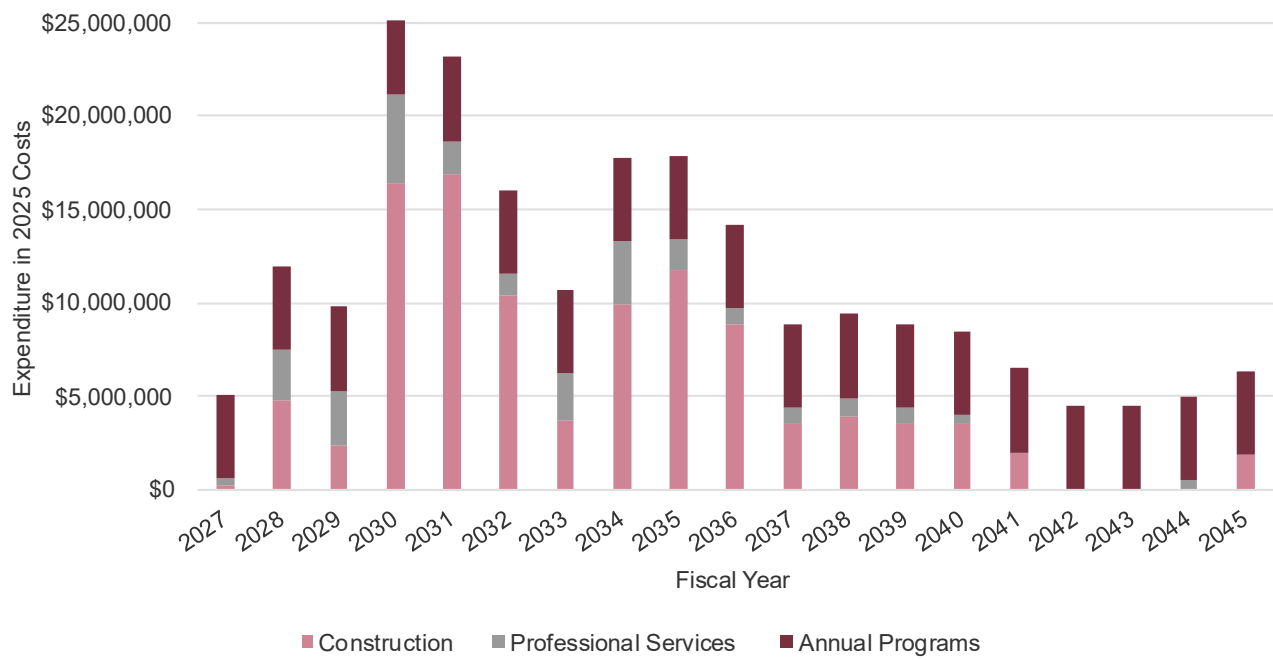


Figure ES-6: Proposed Capital Outlay Schedule

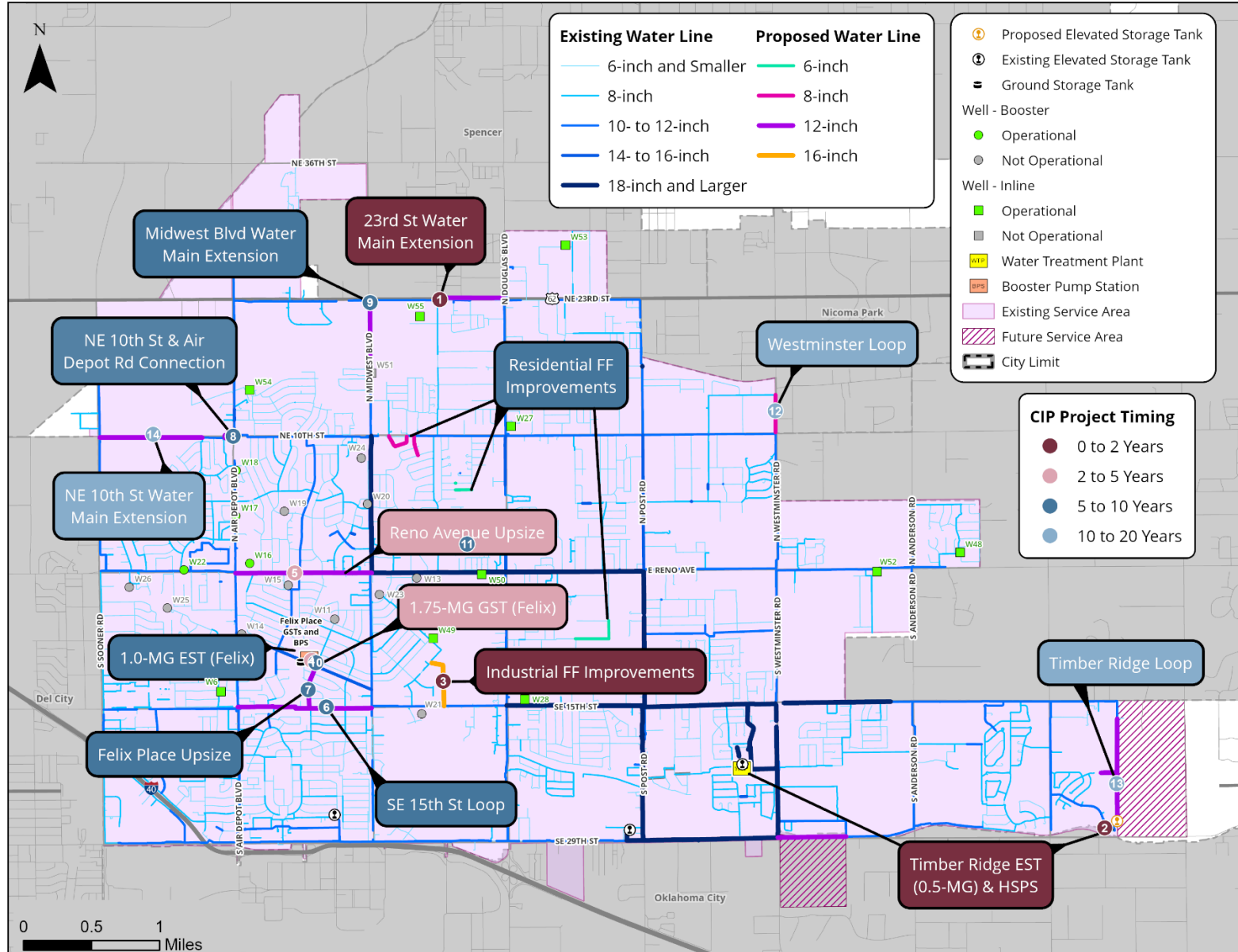


Figure ES-7: 20-Year Distribution System CIP Summary

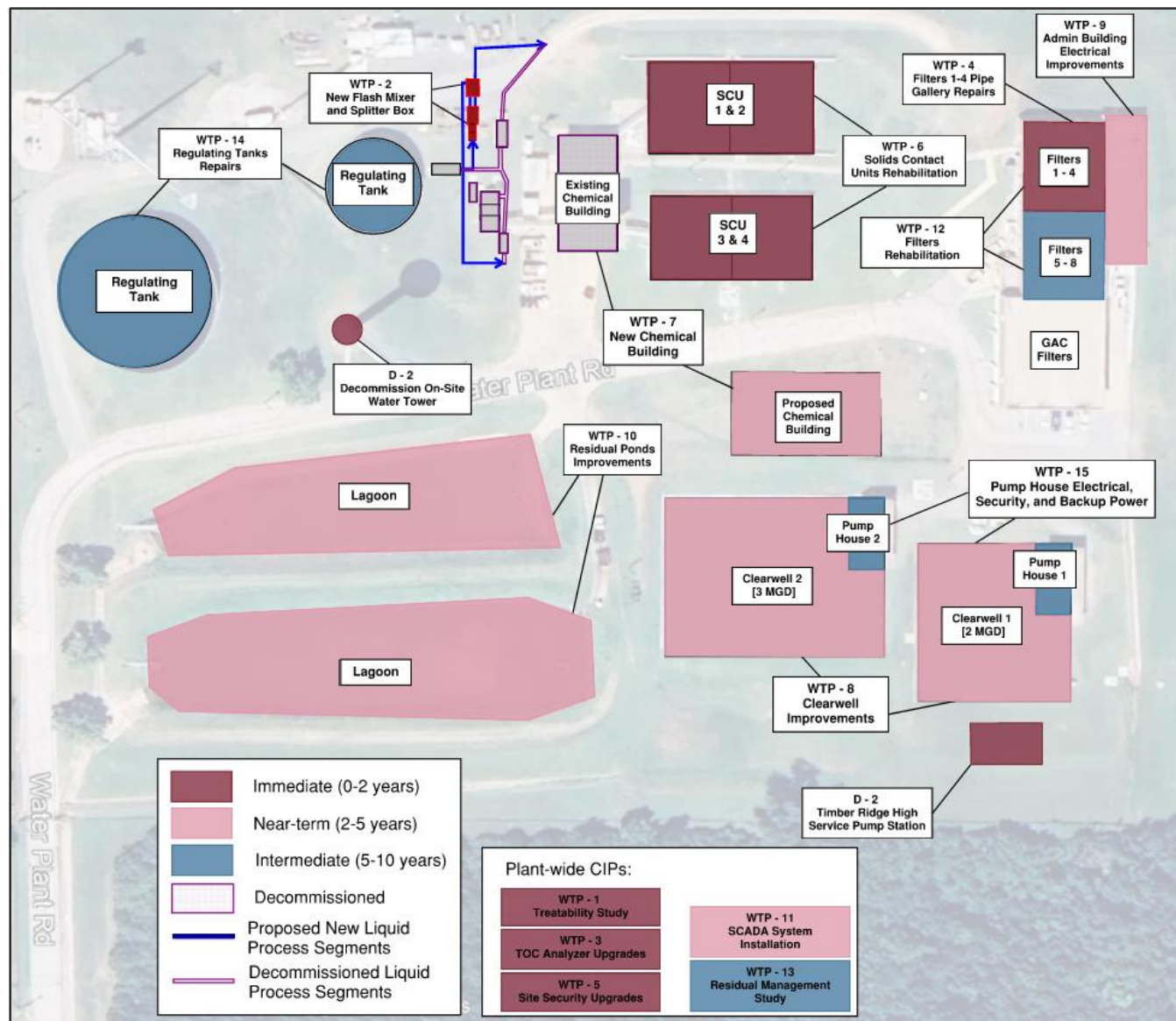


Figure ES-8: 10-Year Water Treatment Plant CIP Summary



Conclusion

MWC has been diligently implementing the major water system improvements identified in the 2012 hydraulic analysis. This Water Master Plan builds on that analysis and lays out a path forward for addressing not only major capacity challenges but also the condition of facilities reaching the end of their useful life. A significant portion of the water system was constructed in the 1950s and will be nearly 100 years old by the end of the 20-year planning period. Therefore, significant investments will be needed to proactively rehabilitate and replace water system infrastructure. As these improvements are made, the system can be modernized and expanded to support future growth and improve performance and operations for years to come.

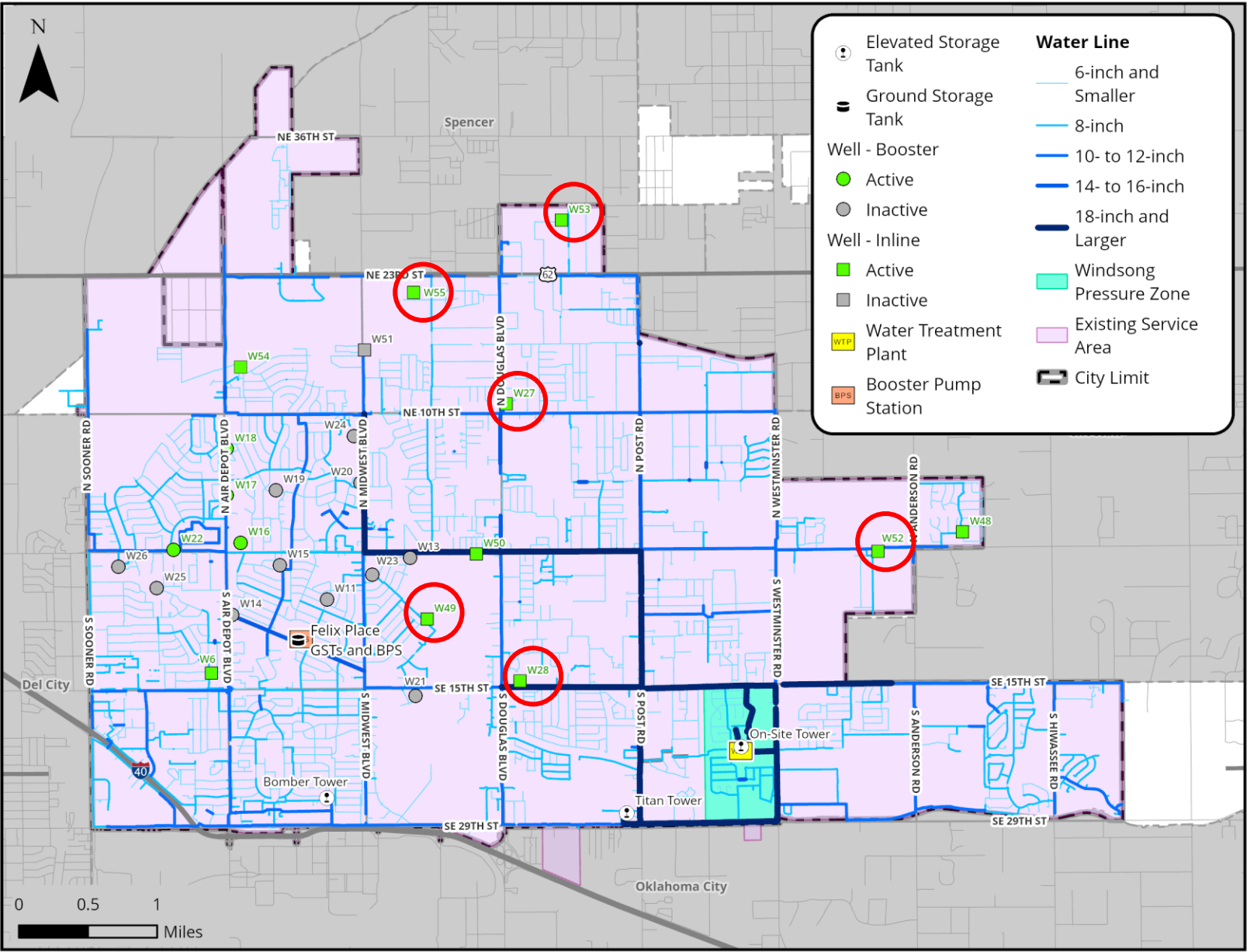


Summary of Annual Projects

Project	Project Name	Description	Justification	Drivers
A - 1	SCADA Maintenance	Annual maintenance of SCADA systems throughout the water system.	SCADA maintenance is required for regulatory compliance and will be prioritized based on annual budget allowances.	Regulatory, Condition
A - 2	Dead-End Elimination Program	Minimize dead ends by looping all mains whenever practical.	Dead-end water mains will need to be looped per regulatory requirements. Dead-end water mains will be prioritized on an as needed basis by MWC staff.	MWC Directed, Regulatory
A - 3	Existing Pipe Rehabilitation Program	MWC specified a plan to spend \$1,000,000 annually on rehabilitation of existing pipes.	Aged pipes have a higher risk of failure. Prioritizing rehabilitation of the oldest pipes in the system will reduce incidences of age-based failure.	MWC Directed, Condition
A - 4	Meter Replacement Plan	MWC specified a plan to spend \$1,300,000 annually on replacement of existing meters.	Replacement of aged meters will allow MWC to track customer water consumption more accurately.	MWC Directed, Condition
A - 5	Pump Houses – Pump and Valve Maintenance	Proactive rehabilitation and replacement of motors, pumps, and valves in the WTP pump houses.	The pump stations at the WTP are critical components for distribution. Prioritization of proactive replacement of motors, pumps, and valves will be based on annual budget allowances.	MWC Directed, Condition
A - 6	Service Line Investigation and Replacement	Investigation and replacement of lead and copper service lines.	Replacement of lead and copper service lines is required to adhere to EPA regulations.	Regulatory, Condition



Project GW-1: Rehabilitation of Existing Well Houses (Identified in 2025 Sanitary Survey) - Phase 1



Project Description

Rehabilitation of existing wells identified in the 2025 Sanitary Survey is recommended to meet ODEQ regulatory requirements and create groundwater supply redundancy. Specifics on the updates required at each site will be presented in the updated GWMP which is actively being prepared by Garver.

Project Drivers & Triggers

ODEQ completed a “2025 Sanitary Sewer Deficiencies” report which listed wells 27, 28, 49, 52, 53, and 55 as deficient facilities. The six deficient wells exhibit degradation to the foundations and building enclosures that may allow for contamination, physical damage, excessive freezing, and tampering. Rehabilitation of these wells has been prioritized as a result of ODEQ’s 2025 report.

Immediate Improvement (0-2 years)	
Capital Improvement	2026 Horizon

Project Implementation

	Engineering & Design	9 Months
	Construction	15 months
	Total Project Duration	24 months

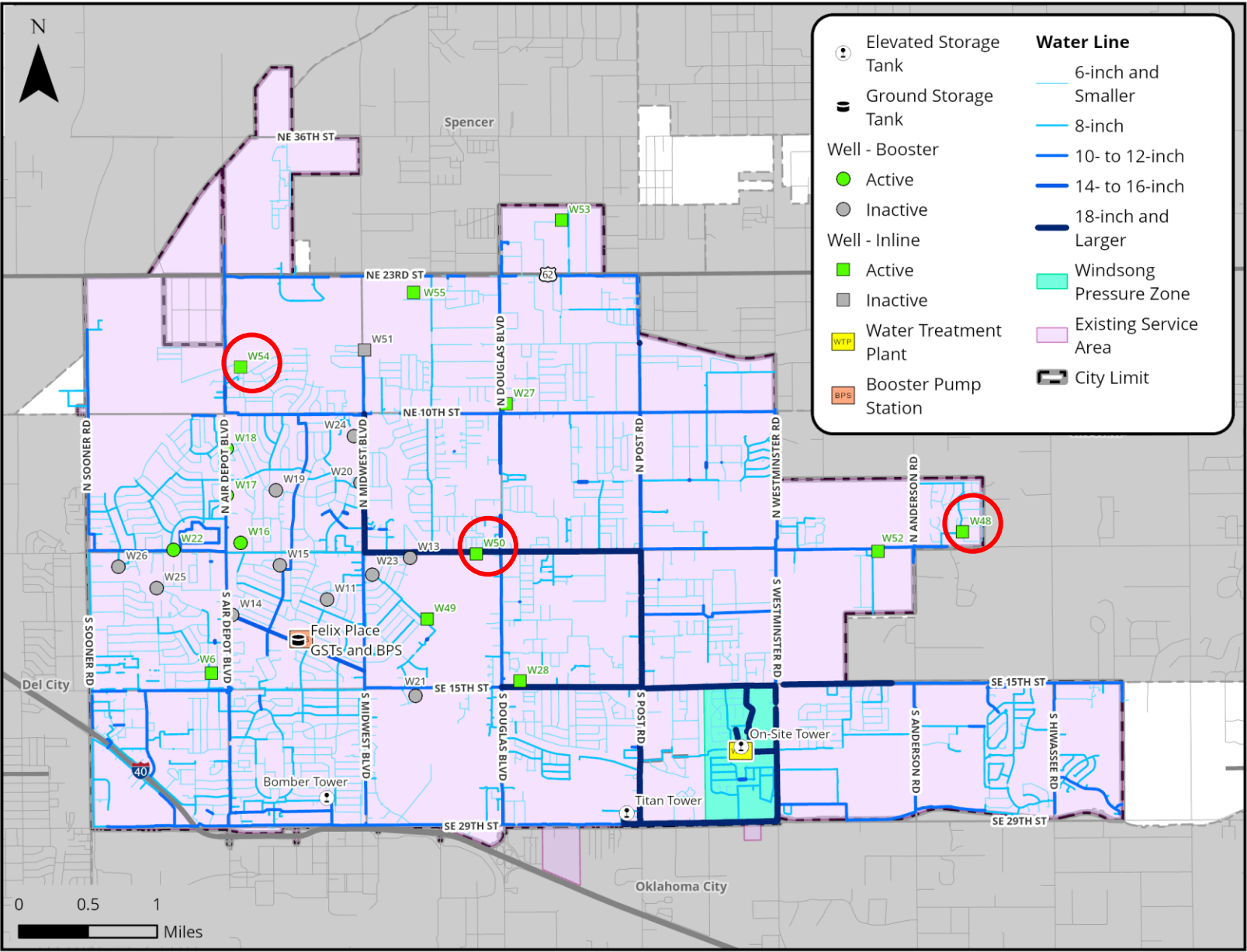
Project GW - 1: Rehabilitation of Existing Well Houses Identified in 2025 Sanitary Survey			
Description	Unit	Quantity	Cost
Demolition	LS	6	\$ 84,000
Concrete	LS	6	\$ 95,000
Metals	LS	6	\$ 344,000
Conveyance	LS	6	\$ 468,000
Electrical	LS	6	\$ 140,000
SCADA	LS	6	\$ 54,000
Security	LS	6	\$ 20,000
Construction Subtotal			\$ 1,205,000
5% Mobilization			\$ 88,000
25% Contractor Overhead			\$ 459,000
35% Design Contingency			\$ 422,000
10% Bidding Contingency			\$ 121,000
25% Professional Services			\$ 574,000
Total Project Cost			\$ 2,869,000

All costs are in 2025 dollars.





Project GW-2: Rehabilitation of Existing Well Houses - Phase 2



Project Description

Rehabilitation of existing wells is needed for the existing wells that are operational, but still in need of improvement. Operational wells that were 70 years or older (Well #6, #16, #17, #18 and #22) were not considered for rehabilitation and are instead recommended for replacement in Project GW-3. Wells that were less than 70 years old are recommended for rehabilitation in Project GW-2 (Wells #48, #50, and #54).

Project Drivers & Triggers

This project is proposed to maintain the existing groundwater supply capacity. To maintain the supply of the existing wells, the existing well sites need to be rehabilitated to meet regulatory requirements.

Near-term Improvement (2-5 years)	
Capital Improvement	2027 Horizon

Project Implementation

	Engineering & Design	4 Months
	Construction	10 months
	Total Project Duration	14 months

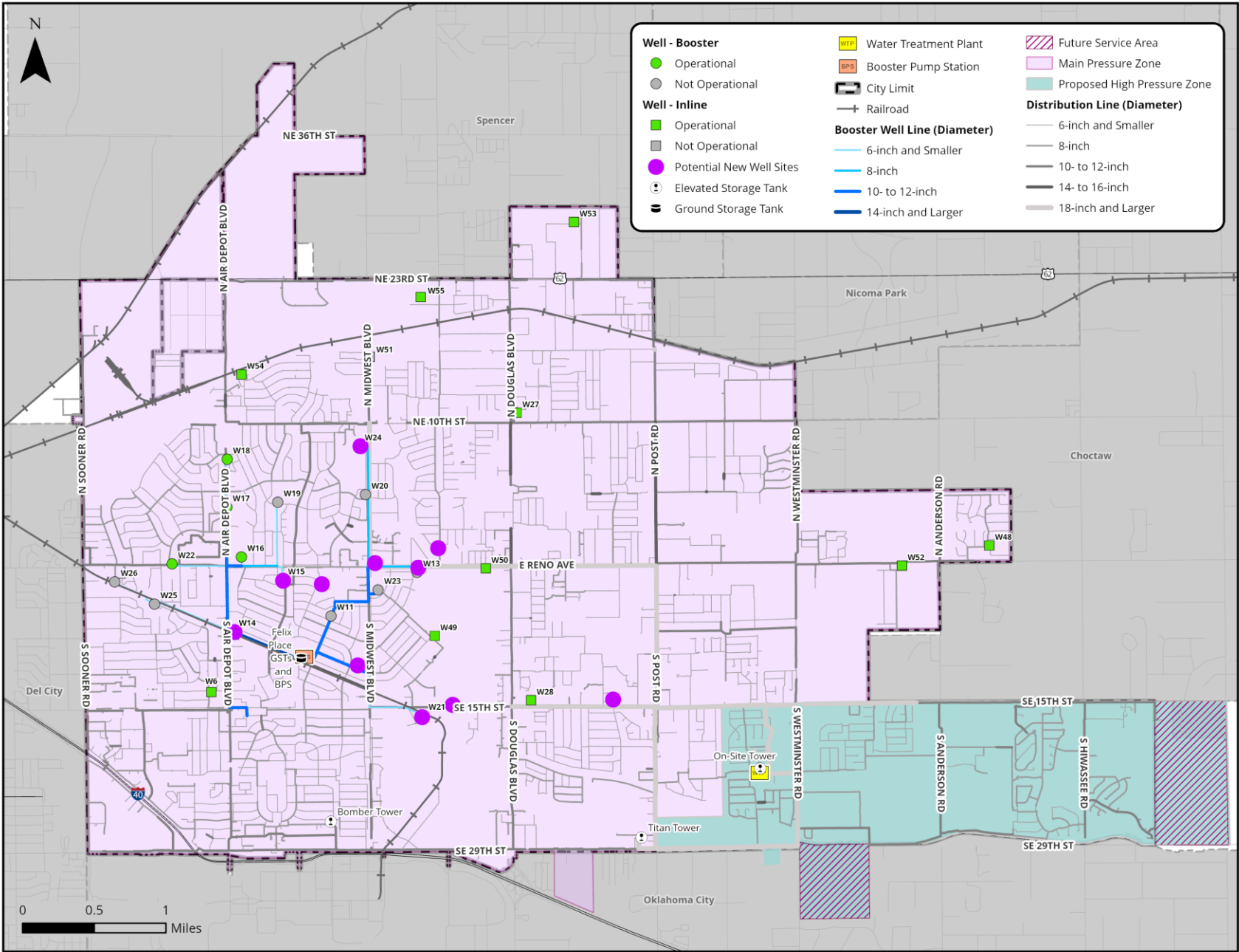
Project GW - 2: Rehabilitation of Existing Well Houses			
Description	Unit	Quantity	Cost
Demolition	LS	3	\$ 16,000
Concrete	LS	3	\$ 48,000
Metals	LS	3	\$ 172,000
Conveyance	LS	3	\$ 234,000
Electrical	LS	3	\$ 71,000
SCADA	LS	3	\$ 27,000
Security	LS	3	\$ 10,000
Construction Subtotal			\$ 578,000
5% Mobilization			\$ 42,000
25% Contractor Overhead			\$ 221,000
35% Design Contingency			\$ 203,000
10% Bidding Contingency			\$ 58,000
25% Professional Services			\$ 276,000
Total Project Cost			\$ 1,378,000

All costs are in 2025 dollars.





Project GW-3: Construction of Six New Vertical Wells



Project Description

Six new wells are recommended to increase groundwater supply redundancy. Installation of SCADA and site security are included in the costs for each well. Costs for construction of new well transmission mains are included (assuming all new wells will be booster wells routed to the Felix Place BPS). The quantity of transmission main included in the cost estimate is a high-level assumption and should be re-estimated when well sites are selected.

Project Drivers & Triggers

This project is proposed to increase groundwater supply redundancy so the MWC system has available supply alternatives in the event of a WTP shutdown.

Other Considerations

The potential well sites shown in this figure are all on city owned property. Test wells should be drilled at each site prior to finalization of the site selection. More than six potential well sites are included in this map to provide options for MWC in the event that a site test well does not produce desirable results and alternative sites are needed. Well transmission main costs are based on diameters varying from 6-inch through 14-inch.

Intermediate Improvement (5-10 years)	
Capital Improvement	2029 Horizon

Project Implementation

Engineering & Design	9 Months
Construction	51 months
Total Project Duration	60 months

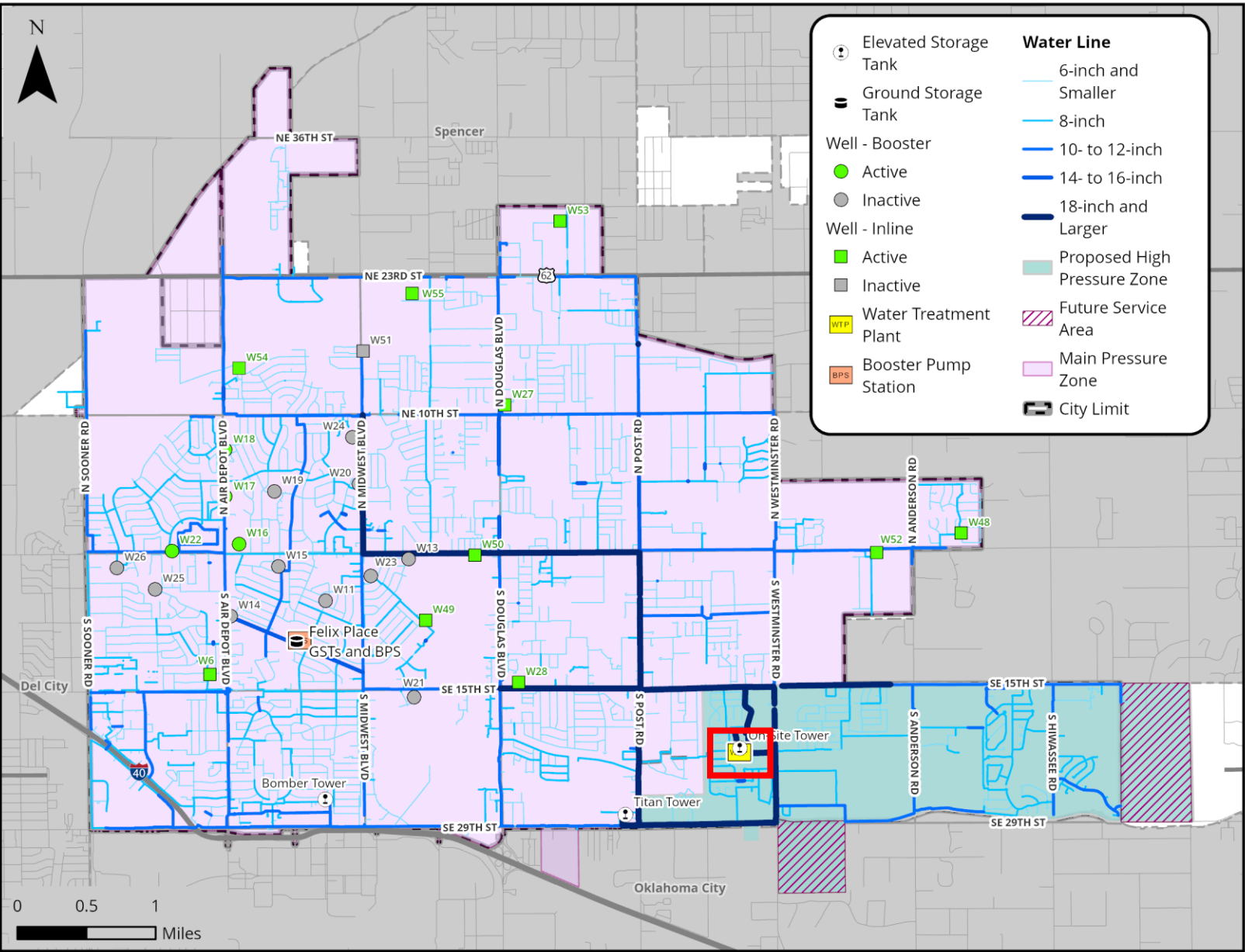
Project GW - 3: Construction of 6 New Vertical Wells				
Description	Unit	Unit Cost	Quantity	Cost
New Well Construction	LS	\$ 1,020,000	6	\$ 6,120,000
Well Transmission Main Construction	LF	\$ 200	24,307	\$ 5,145,000
Construction Subtotal				\$ 11,265,000
5% Mobilization				\$ 817,000
25% Contractor Overhead				\$ 4,288,000
35% Design Contingency				\$ 3,943,000
10% Bidding Contingency				\$ 1,127,000
25% Professional Services				\$ 5,360,000
Total Project Cost				\$ 26,800,000

All costs are in 2025 dollars.





Project GW-4: High Pressure Zone Bypass Piping



Project Description

To provide water to the proposed High Pressure Zone (HPZ) in the event of a WTP shutdown, one of the HPZ alternatives presented in the 2025 GWMP (Appendix D to WMP Report) must be constructed. Four HPZ alternatives are presented in the 2025 GWMP. MWC requested that HPZ Alt #2 be chosen as the representative HPZ project, shown here as GW-4. This project will allow groundwater from the Main Pressure Zone (MPZ) to fill the clearwells at the WTP, thus providing groundwater supply to the HPZ in the event of a WTP shutdown.

Project Drivers & Triggers

This project is proposed to create a connection between the MPZ and the HPZ so the HPZ can be supplied by groundwater in the event of a WTP shutdown.

Other Considerations

Any of the HPZ Alternatives described in the 2025 GWMP may replace HPZ Alt #2 as GW-4. HPZ Alt #1 would require pre-filling the WTP clearwells with surface water prior to the shutdown, HPZ Alt #3 would require opening the boundary valves between the MPZ and the HPZ, and HPZ Alt #4 would require wells in the HPZ.

Intermediate Improvement (5-10 years)	
Capital Improvement	2034 Horizon

Project Implementation

Engineering & Design	2 Months
Construction	3 months
Total Project Duration	5 months

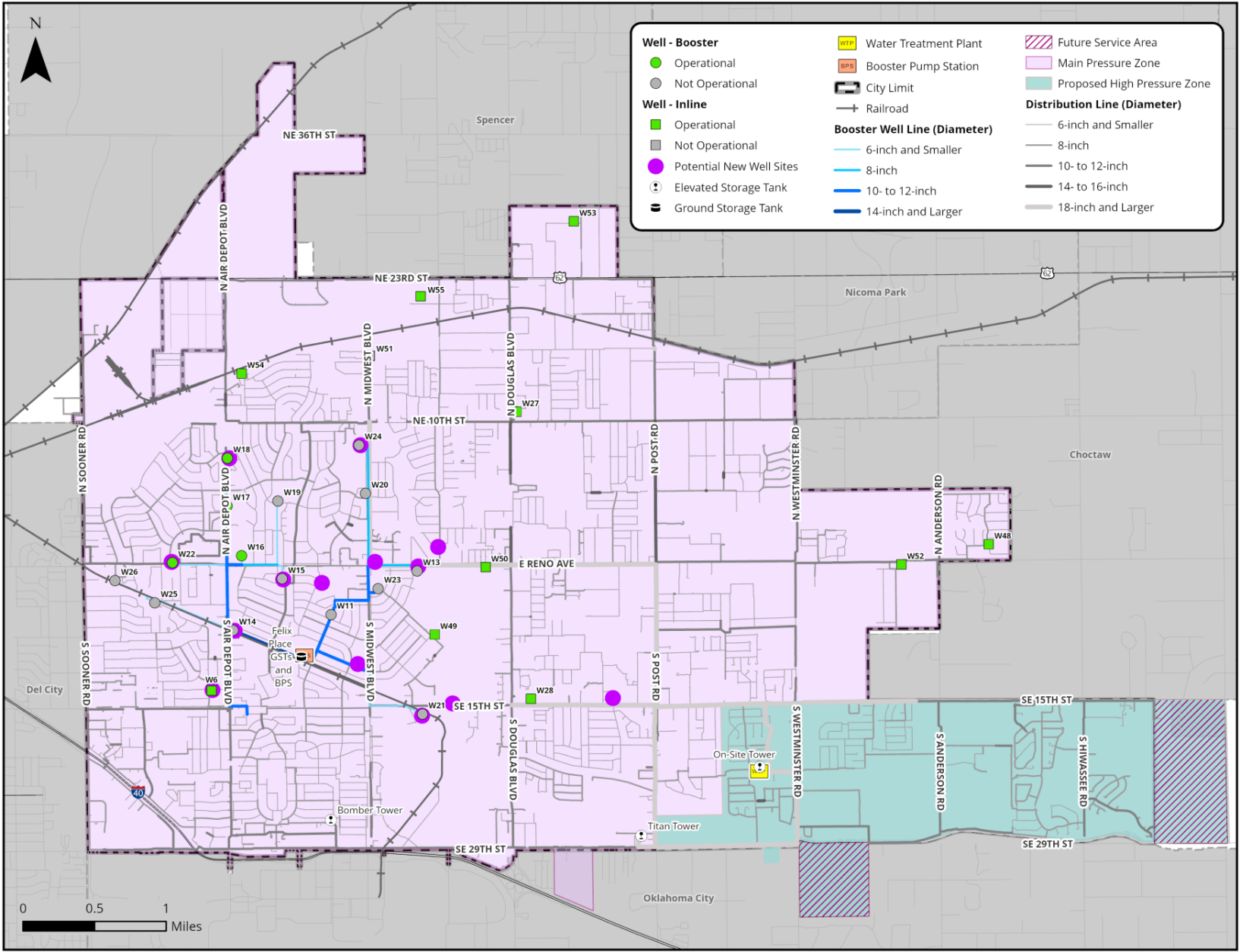
Project GW - 4: High Pressure Zone Bypass Piping				
Description	Unit	Unit Cost	Quantity	Cost
HPZ Bypass Piping	LF	\$ 200	1,050	\$ 210,000
Construction Subtotal				\$ 210,000
5% Mobilization				\$ 16,000
25% Contractor Overhead				\$ 81,000
35% Design Contingency				\$ 74,000
10% Bidding Contingency				\$ 21,000
25% Professional Services				\$ 101,000
Total Project Cost				\$ 503,000

All costs are in 2025 dollars.





Project GW-5: Construction of Five Replacement Vertical Wells



Project Description

Replacement wells are needed to restore the capacity that will be lost with the decommissioning of Wells #6, #16, #17, #18, and #22. Installation of SCADA and site security are included in the costs for each well. Costs for construction of new well transmission mains are included (assuming all new wells will be booster wells routed to the Felix Place BPS). The quantity of transmission main included in the cost estimate is a high-level assumption and should be re-estimated when well sites are selected.

Project Drivers & Triggers

This project is proposed to restore groundwater supply capacity that will be lost with the abandonment of existing, aged wells, and will create groundwater supply redundancy so the MWC system can eventually be supplied by groundwater in the event of a WTP shutdown.

Other Considerations

The potential well sites shown in this figure are all on city owned property. Test wells should be drilled at each site prior to finalization of the site selection. More than five potential well sites are included in the figure to provide options for MWC in the event that a site test well does not produce desirable results and alternative sites are needed. Well transmission main costs are based on diameters varying from 6-inch through 14-inch.

Intermediate Improvement
(10-20 years)

Capital
Improvement

2035 Horizon

Project Implementation



Engineering
& Design

7
Months



Construction

41
months



Total Project
Duration

48
months

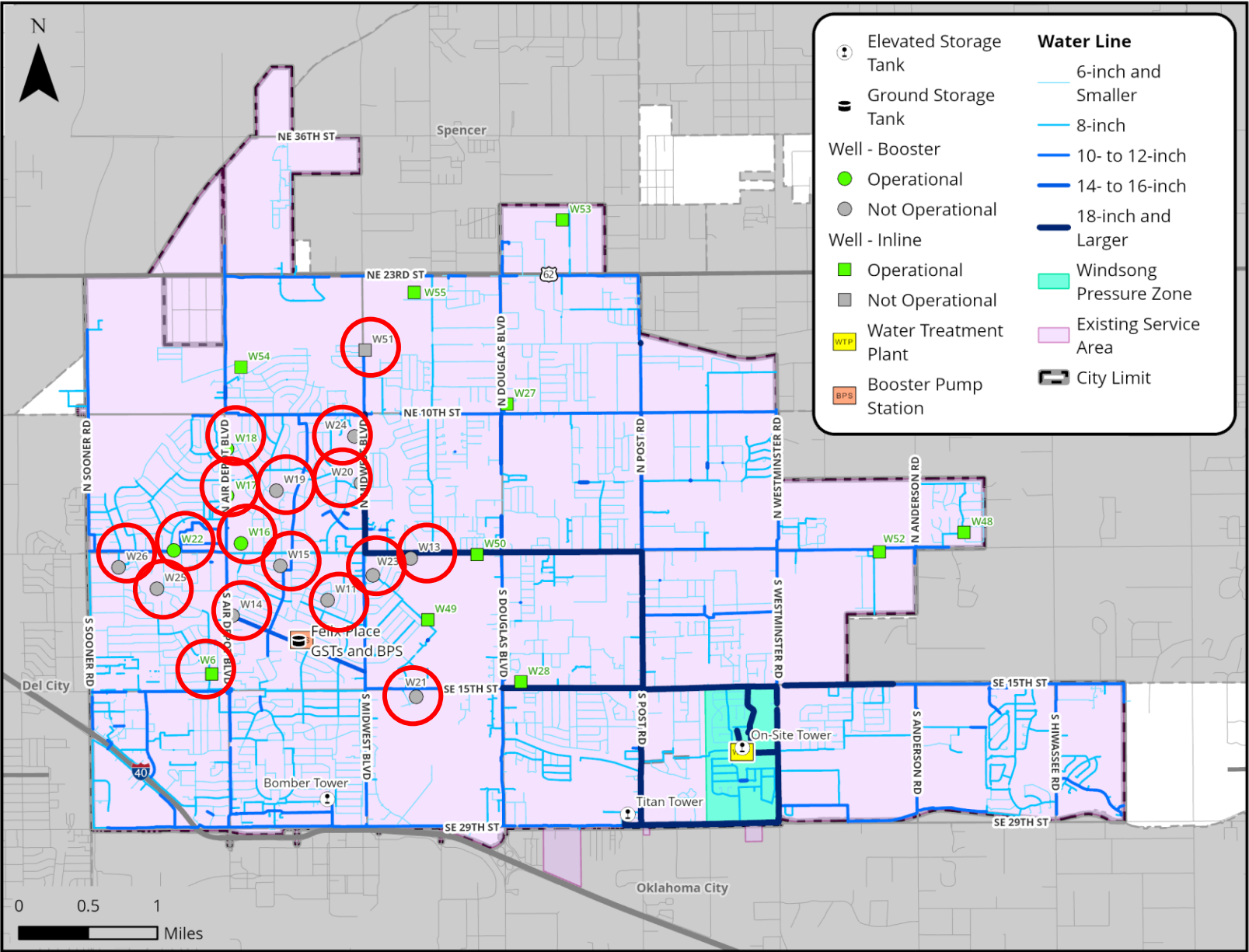
Project GW - 5: Construction of 5 Replacement Vertical Wells				
Description	Unit	Unit Cost	Quantity	Cost
New Well Construction	LS	\$ 1,020,000	5	\$ 5,100,000
Well Transmission Main Construction	LF	\$ 200	20,255	\$ 4,287,000
			Construction Subtotal	\$ 9,387,000
			5% Mobilization	\$ 681,000
			25% Contractor Overhead	\$ 3,574,000
			35% Design Contingency	\$ 3,286,000
			10% Bidding Contingency	\$ 939,000
			25% Professional Services	\$ 4,467,000
			Total Project Cost	\$ 22,334,000

All costs are in 2025 dollars.





Project GW-6: Abandonment of 17 Existing Well Houses



Project Description

Abandonment of existing wells that have no plans for rehabilitation or future operation should be completed to prevent contamination from entering the wells / MWC water system. Wells included in GW-4 that are currently active should not be abandoned until their replacement wells are constructed.

Project Drivers & Triggers

This project is proposed to prevent contamination from entering wells that are no longer in use but have not been capped and filled.

Long-term Improvement (10-20 years)	
Capital Improvement	2035 Horizon

Project Implementation

	Engineering & Design	0 Months
	Construction	16 months
	Total Project Duration	16 months

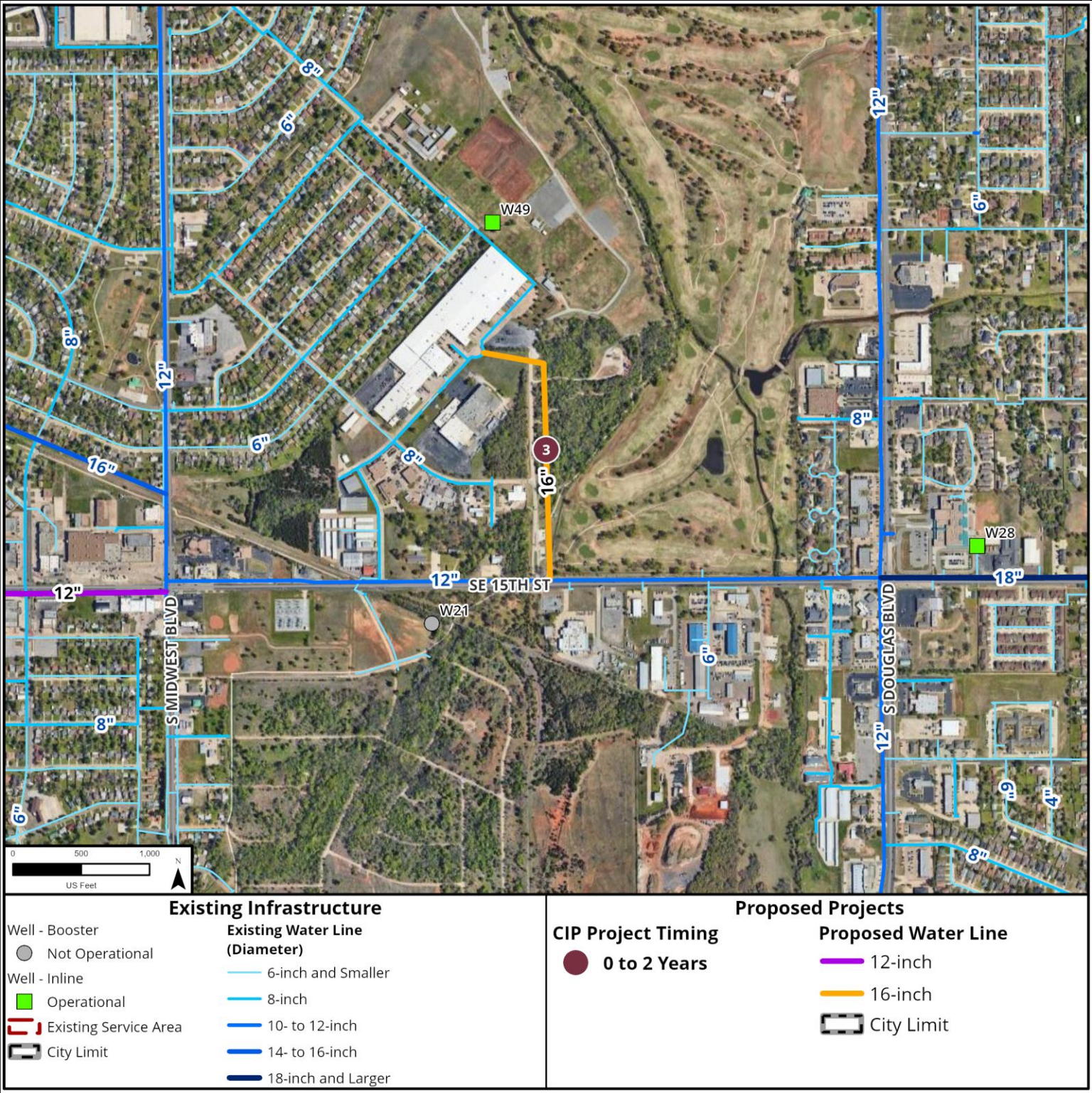
Project GW - 6: Abandonment of 17 Existing Well Houses			
Description	Unit	Quantity	Cost
Cap & Fill	LS	17	\$ 255,000
Above Grade Demolition	LS	7	\$ 35,000
Below Grade Demolition	LS	10	\$ 140,000
Construction Subtotal			\$ 430,000
5% Mobilization			\$ 32,000
25% Contractor Overhead			\$ 164,000
35% Design Contingency			\$ 151,000
10% Bidding Contingency			\$ 43,000
25% Professional Services			\$ 205,000
Total Project Cost			\$ 1,025,000

All costs are in 2025 dollars.





Project D-3: Industrial Fire Flow Improvement



Project Description

The project involves the addition of 2,000 L.F. of 16-inch PVC water distribution main to provide fire flow to an industrial facility on Century Boulevard, north of SE 15th Street.

Project Drivers & Triggers

The typical fire flow requirement per the 2018 IFC is 1,000 gpm for residential areas, while commercial fire flow requirements are site-specific but are typically 1,500 gpm or greater. One site-specific fire flow requirement of 5,400 gpm was specified by MWC staff at an industrial facility on Century Boulevard. The industrial facility requirement of 5,400 gpm is not met in the existing system. This industrial fire flow improvement project will support the fire flow demand at this site.

Other Considerations

Upsizing existing water lines to 12-inch lines looping to the site from SE 15th street to Midwest Boulevard would create redundancy.

Immediate Improvement (0-2 years)	
Capital Improvement	2026 Horizon

Project Implementation		
Engineering & Design		3 Months
Construction		6 months
Total Project Duration		9 months

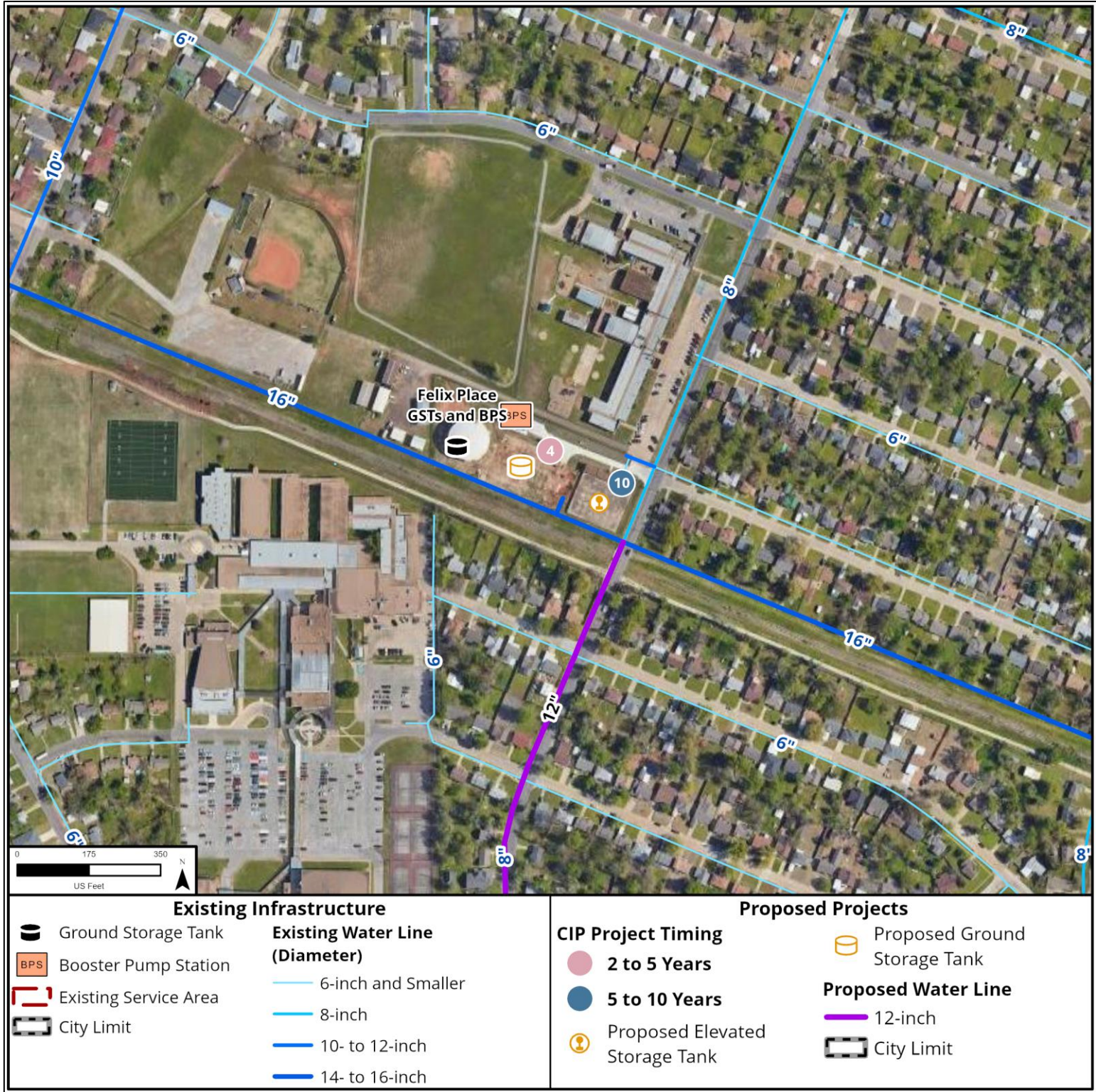
Project D - 3: Industrial FF Improvements				
Diameter (in)	Description	Unit Cost (\$/LF)	Length (ft.)	Cost
16	Industrial FF Improvements	\$ 400	2,000	\$ 800,000
Construction Subtotal				\$ 800,000
35% Design Contingency				\$ 280,000
10% Bidding Contingency				\$ 80,000
25% Professional Services				\$ 290,000
Total Project Cost				\$ 1,450,000

All costs are in 2025 dollars.





Project D-4: 1.75-MG GST (Felix)



Project Description

A second 1.75-MG GST at the Felix Place BPS site will replace the existing 1950s-era rectangular GST at the Felix Place BPS site.

Project Drivers & Triggers

This project is condition driven because the existing GST at the Felix Place BPS site is from the 1950s.

Other Considerations

Design has been completed through the 60% phase for this project, but the project is currently paused. Because the professional services markup used in this cost estimate is consistent with all other WMP CIP estimates, the professional services markup is highly conservative considering this project is already 60% designed.

Near-term Improvement (2-5 years)	
Capital Improvement	2027 Horizon

Project Implementation

Engineering & Design	9 Months
Construction	15 months
Total Project Duration	24 months

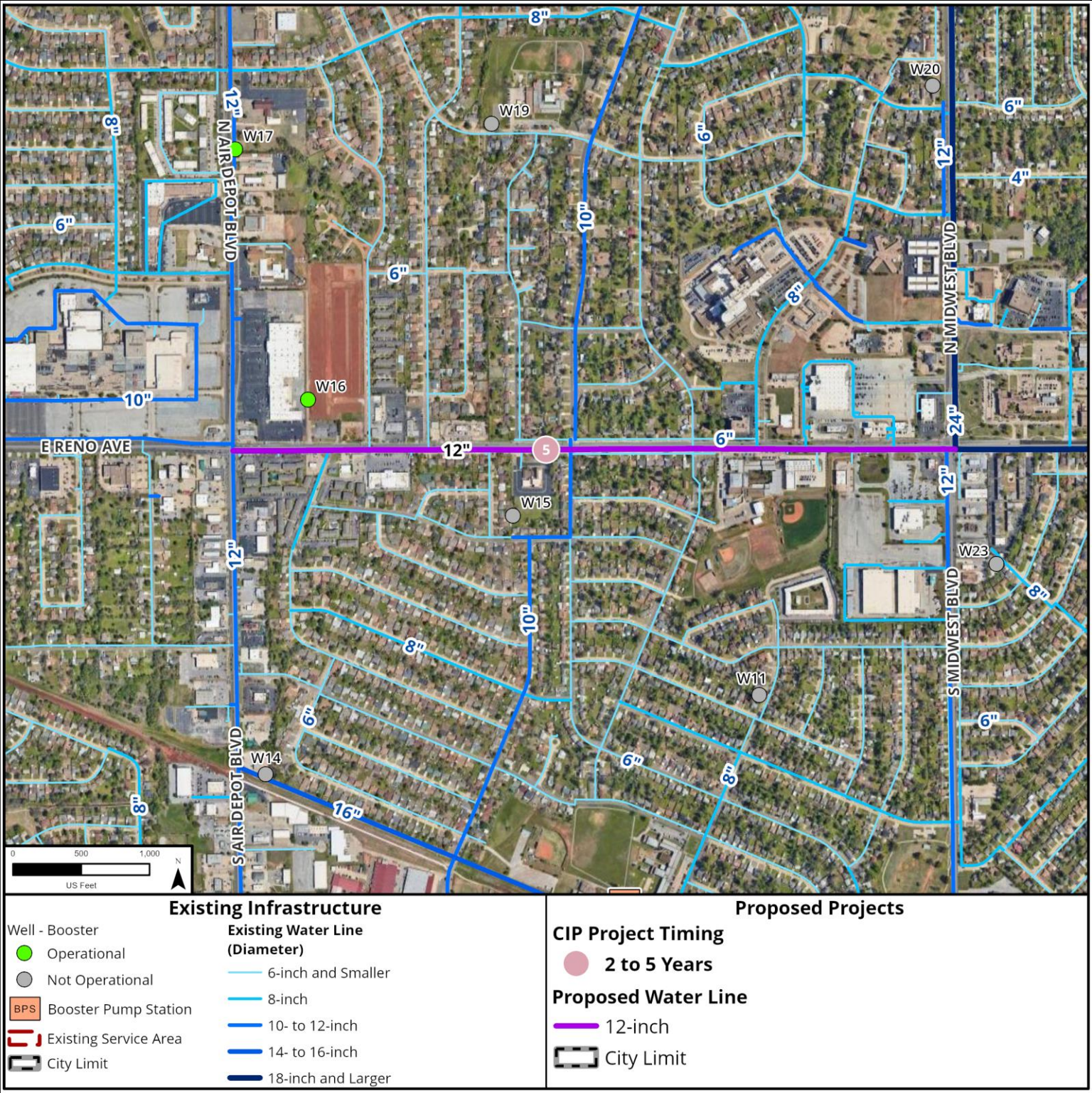
Project D - 4: 1.75-MG GST (Felix)			
Description	Unit	Quantity	Cost
1.75-MG GST (Felix)	LS	1	\$ 2,394,000
Electrical	LS	1	\$ 13,000
Site Improvements	LS	1	\$ 298,000
Security	LS	1	\$ 4,000
Construction Subtotal			\$ 2,709,000
5% Mobilization			\$ 197,000
25% Contractor Overhead			\$ 1,032,000
35% Design Contingency			\$ 949,000
10% Bidding Contingency			\$ 271,000
25% Professional Services			\$ 1,290,000
Total Project Cost			\$ 6,448,000

All costs are in 2025 dollars.





Project D-5: Reno Ave Water Main Upsize



Project Description

Upsize of an existing water line from 8-inch to 12-inch was proposed in the 2012 Hydraulic Analysis CIP on Reno Avenue from Air Depot Boulevard to Midwest Boulevard.

Project Drivers & Triggers

This upsize is proposed to increase east-west transmission capacity through the distribution system.

Near-term Improvement (2-5 years)	
Capital Improvement	2028 Horizon

Project Implementation

	Engineering & Design	9 Months
	Construction	15 months
	Total Project Duration	24 months

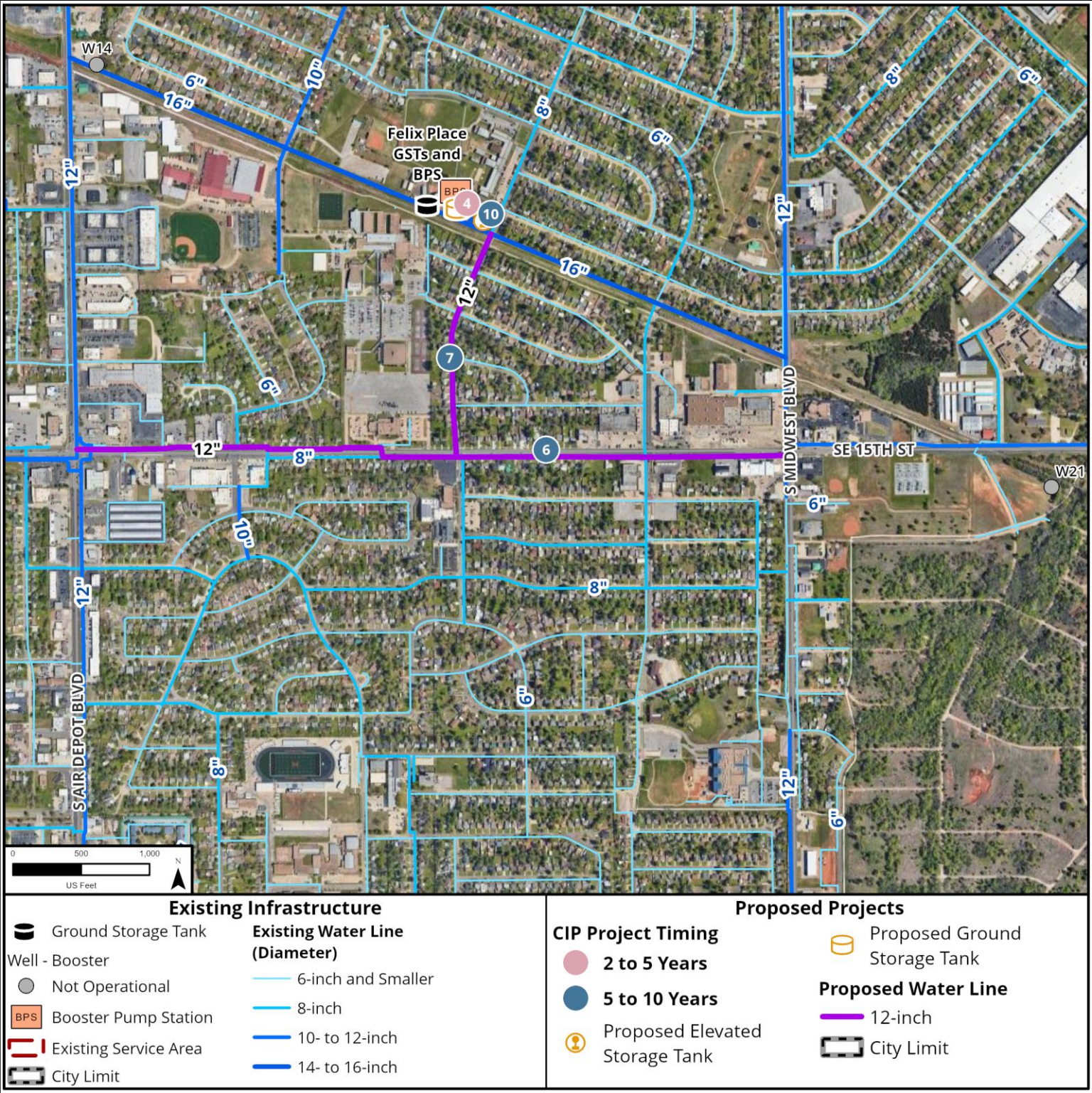
Project D - 5: Reno Avenue Upsize				
Diameter (in)	Description	Unit Cost (\$/LF)	Length (ft.)	Cost
12	Reno Avenue Upsize	\$ 300	5,300	\$ 1,590,000
Construction Subtotal				\$ 1,590,000
35% Design Contingency				\$ 557,000
10% Bidding Contingency				\$ 159,000
25% Professional Services				\$ 577,000
Total Project Cost				\$ 2,883,000

All costs are in 2025 dollars.





Project D-6: SE 15th St Loop



Project Description

Upsizing the Southeast 15th Street water line from 6-inch to 12-inch from Air Depot Boulevard to Midwest Boulevard.

Project Drivers & Triggers

This upsized is proposed to increase east-west transmission capacity through the distribution system.

Intermediate Improvement
(5-10 years)

Capital
Improvement

2029 Horizon

Project Implementation



Engineering
& Design

9
Months



Construction

15
months



Total Project
Duration

24
months

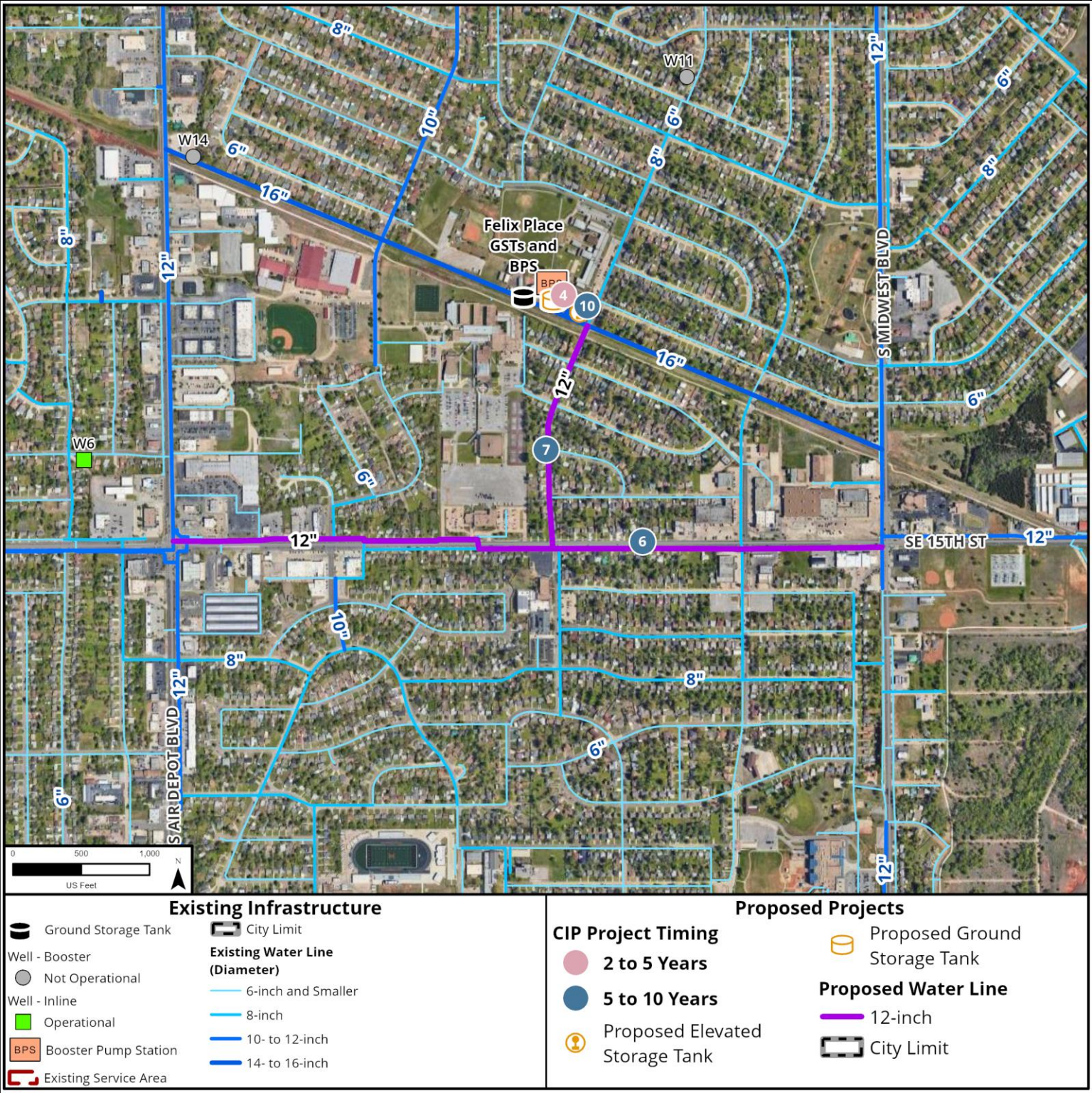
Project D - 6: SE 15th St Loop				
Diameter (in)	Description	Unit Cost (\$/LF)	Length (ft.)	Cost
12	SE 15th St Loop	\$ 300	5,300	\$ 1,590,000
Construction Subtotal				\$ 1,590,000
35% Design Contingency				\$ 557,000
10% Bidding Contingency				\$ 159,000
25% Professional Services				\$ 577,000
Total Project Cost				\$ 2,883,000

All costs are in 2025 dollars.





Project D-7: Felix Place Water Main Upsize



Project Description

Upsizing the Felix Place water line from 8-inch to 12-inch from Southeast 15th Street to Felix Place BPS.

Project Drivers & Triggers

Additional transmission routes from the Felix Place BPS will improve operations by creating redundancy as booster wells are rehabilitated and constructed and the capacity of the Felix Place BPS increases.

Intermediate Improvement
(5-10 years)

Capital
Improvement

2031 Horizon

Project Implementation



Engineering
& Design

3
Months



Construction

4
months



Total Project
Duration

7
months

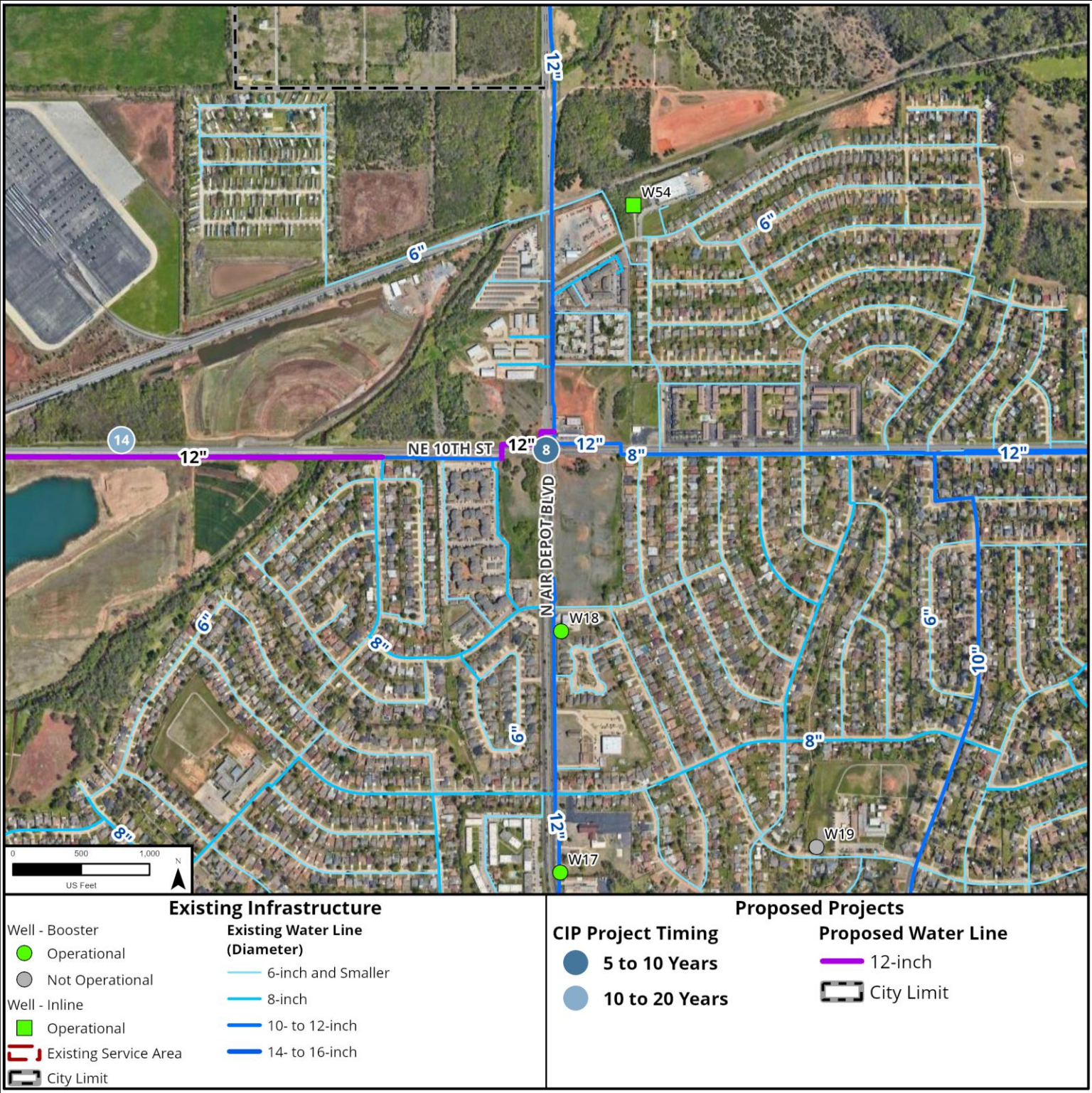
Project D - 7: Felix Place Upsize				
Diameter (in)	Description	Unit Cost (\$/LF)	Length (ft.)	Cost
12	Felix Place Upsize	\$ 300	1,550	\$ 465,000
12	Railroad Crossing	\$ 600	150	\$ 90,000
Construction Subtotal				\$ 555,000
35% Design Contingency				\$ 195,000
10% Bidding Contingency				\$ 56,000
25% Professional Services				\$ 202,000
Total Project Cost				\$ 1,008,000

All costs are in 2025 dollars.





Project D-8: NE 10th St & Air Depot Rd Connection



Project Description

At the intersection of Northeast 10th Street and Air Depot Boulevard, a connection is proposed from the existing 12-inch water line, west of the intersection, to the existing 12-inch water line northeast of the intersection.

Project Drivers & Triggers

This project is proposed to increase looping in the distribution system. Increased looping in the distribution system improves operations by providing redundancy in the event of a water main break.

Intermediate Improvement
(5-10 years)

Capital
Improvement

2032 Horizon

Project Implementation



Engineering
& Design

1
Months



Construction

2
months



Total Project
Duration

3
months

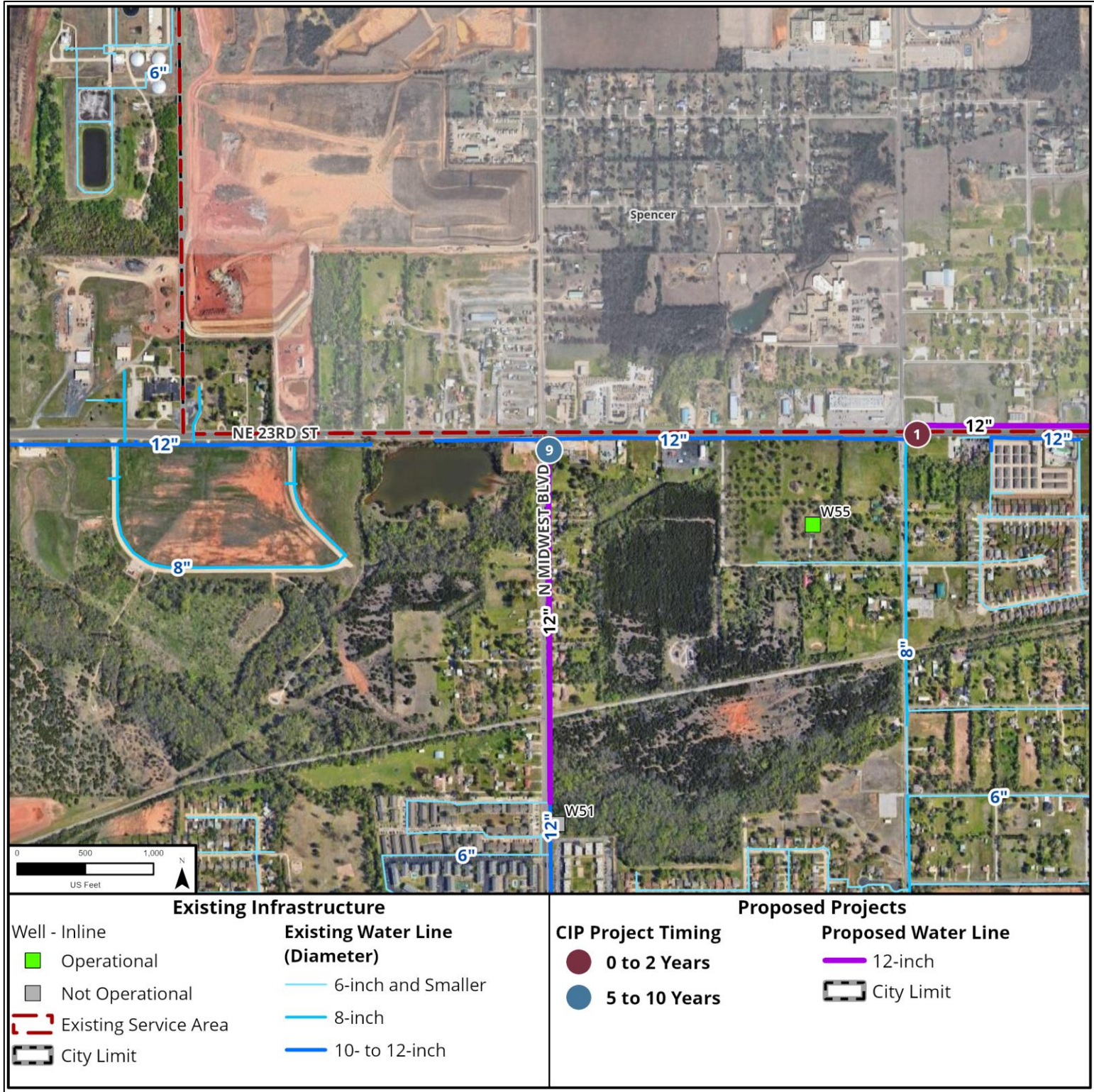
Project D - 8: NE 10th St & Air Depot Rd Connection				
Diameter (in)	Description	Unit Cost (\$/LF)	Length (ft.)	Cost
12	NE 10th St & Air Depot Rd Connection	\$ 300	600	\$ 180,000
Construction Subtotal				\$ 180,000
35% Design Contingency				\$ 63,000
10% Bidding Contingency				\$ 18,000
25% Professional Services				\$ 66,000
Total Project Cost				\$ 327,000

All costs are in 2025 dollars.





Project D-9: Midwest Blvd Water Main Extension



Project Description

A 12-inch water line is proposed on Midwest Boulevard from 16th Street to 23rd Street.

Project Drivers & Triggers

This project is proposed to increase looping in the distribution system. Increased looping in the distribution system improves operations by providing redundancy in the event of a water main break.

Intermediate Improvement
(5-10 years)

Capital
Improvement

2032 Horizon

Project Implementation



Engineering
& Design

3
Months



Construction

9
months



Total Project
Duration

12
months

Project D - 9: Midwest Blvd Water Main Extension				
Diameter (in)	Description	Unit Cost (\$/LF)	Length (ft.)	Cost
12	Midwest Blvd Water Main Extension	\$ 300	2,550	\$ 765,000
12	Railroad Crossing	\$ 600	150	\$ 90,000
Construction Subtotal				\$ 855,000
35% Design Contingency				\$ 300,000
10% Bidding Contingency				\$ 86,000
25% Professional Services				\$ 311,000
Total Project Cost				\$ 1,552,000

All costs are in 2025 dollars.





Project D-10: 1.0-MG EST (Felix)



Project Description

A 1.0-MG EST is proposed at the Felix Place BPS to increase storage capacity on the west side of the distribution system.

Project Drivers & Triggers

This project is proposed to increase storage capacity in the MWC system. As can be seen in the storage capacity assessment in the WMP, the existing MWC system falls below not just the total storage capacity targets, but also the elevated storage capacity targets. For this reason, an EST is proposed at the Felix Place BPS site since there is a lack of elevated storage in the northern and western regions of the water system.

Additional Professional Services

Professional services for this project may exceed the standard 25% applied to all CIP projects because a pre-design study is anticipated. The pre-design study is standard for design of a new EST and will confirm transmission main sizing/alignment, the operating HGL for the tank, optimized location of the tank, and potential controls changes for MWC operations once the initial CIP projects are completed.

Intermediate Improvement
(5-10 years)

Capital
Improvement

2031 Horizon

Project Implementation



Engineering
& Design

9
Months



Construction

27
months



Total Project
Duration

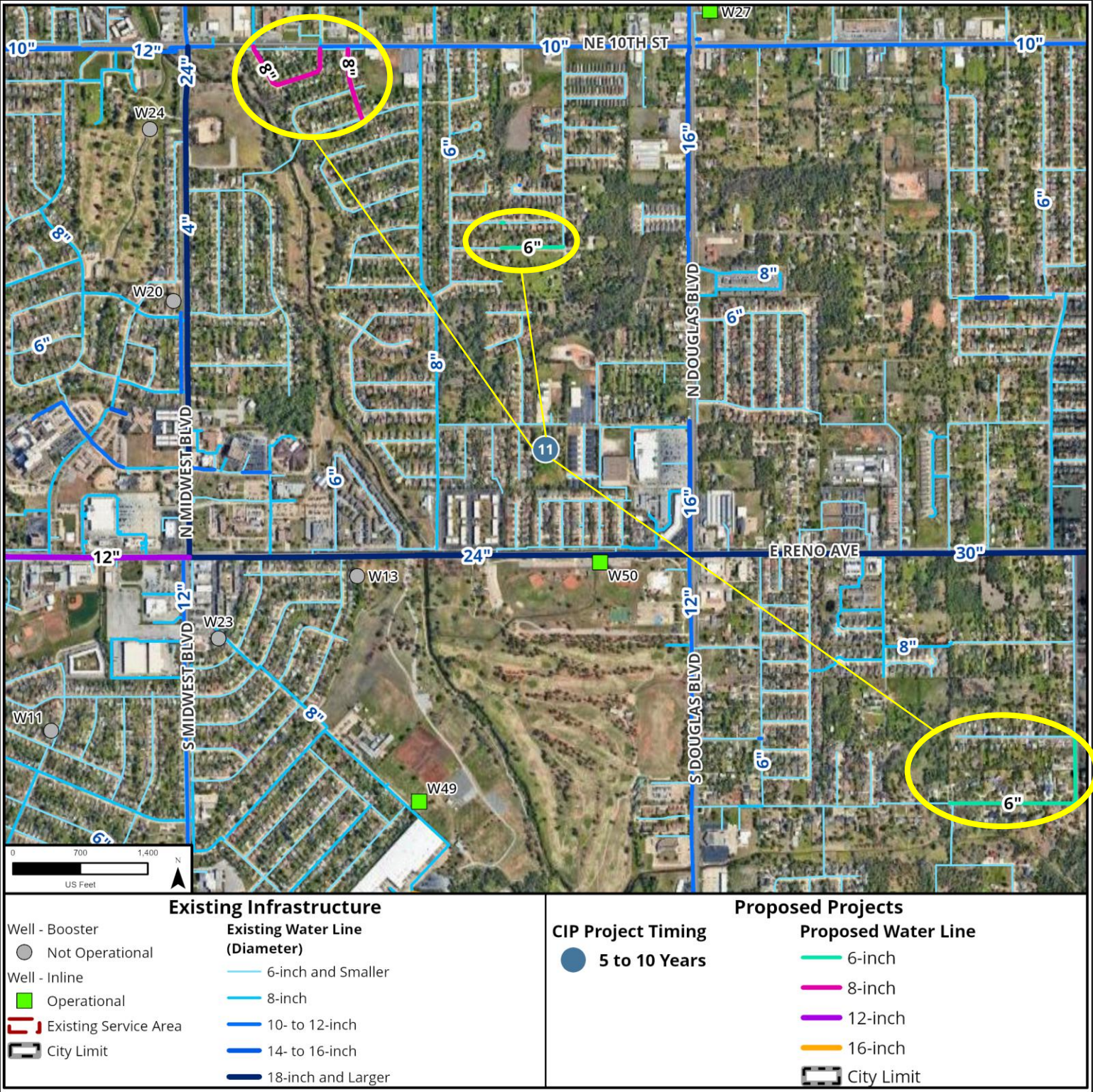
36
months

Project D - 10: 1.0-MG EST (Felix)			
Description	Unit	Quantity	Cost
1.0-MG EST (Felix)	LS	1	\$ 4,754,000
Electrical	LS	1	\$ 50,000
Site Improvements	LS	1	\$ 200,000
Security	LS	1	\$ 4,000
Construction Subtotal			\$ 5,008,000
5% Mobilization			\$ 364,000
25% Contractor Overhead			\$ 1,907,000
35% Design Contingency			\$ 1,753,000
10% Bidding Contingency			\$ 501,000
25% Professional Services			\$ 2,384,000
Total Project Cost			\$ 11,917,000





Project D-11: Residential Fire Flow Improvements



Project Description

Residential fire flow improvements along Northeast 10th Street (8-inch), Hickory Lane (6-inch), and Nawassa Drive (6-inch).

Project Drivers & Triggers

This project is proposed to increase the availability of fire flow to these residential areas since the existing fire flow availability in the project areas is less than 1,000 gpm. Relatively short water main extensions/replacements to upsize and loop existing dead-ends will provide an increase in available fire flow.

Other Considerations

In addition to improving fire flow availability, the 6-inch mains on Hickory Lane and Nawassa Drive will also be eliminating existing dead-ends which can improve water quality and provide redundancy in the event of a water main break.

Intermediate Improvement (5-10 years)	
Capital Improvement	2033 Horizon

Project Implementation

Engineering & Design	9 Months
Construction	13 months
Total Project Duration	22 months

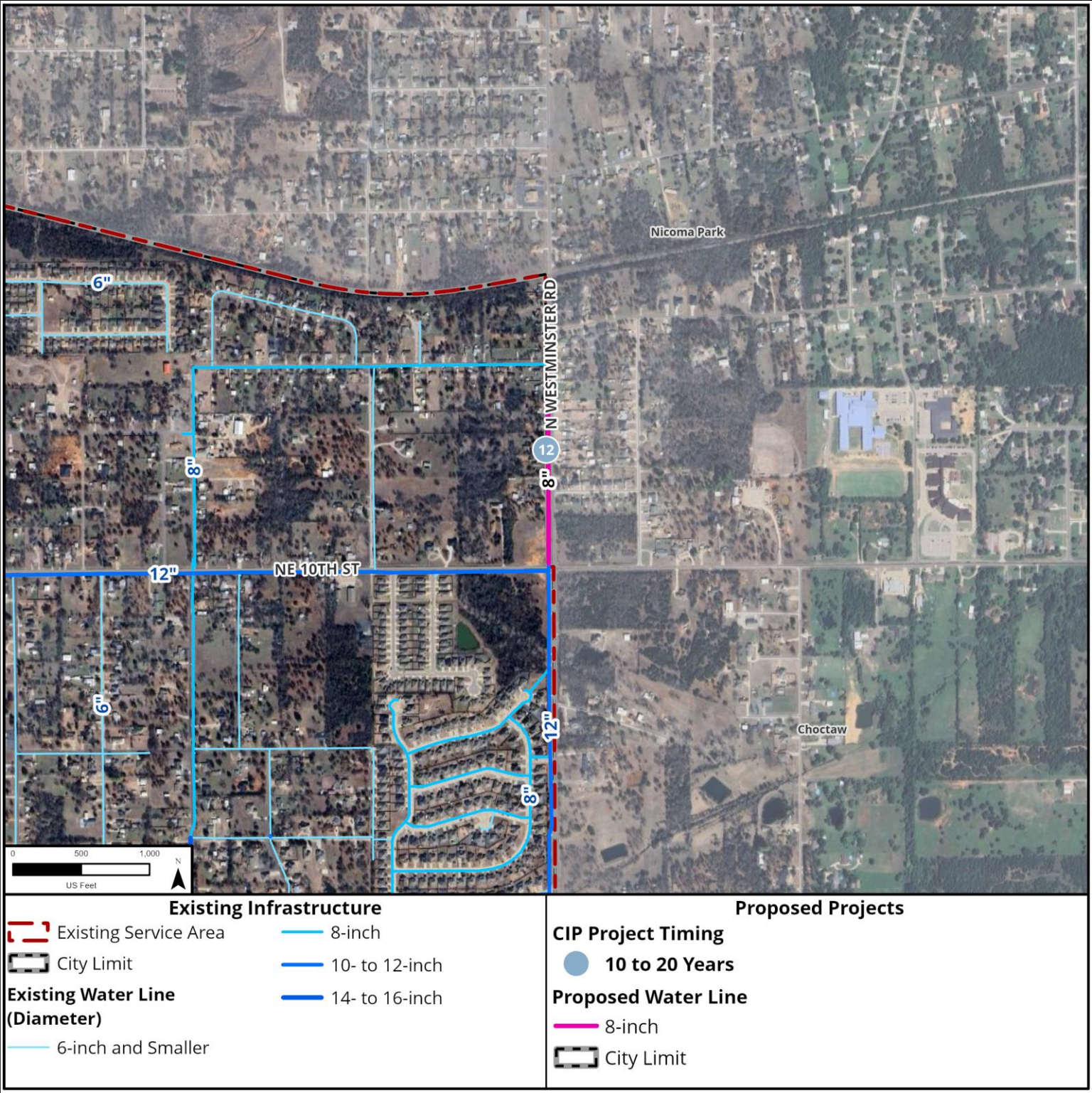
Project D - 11: Residential FF Improvements				
Diameter (in)	Description	Unit Cost (\$/LF)	Length (ft.)	Cost
6 - 8	Residential FF Improvements	\$ 150 - 200	4,800	\$ 820,000
Construction Subtotal				\$ 820,000
35% Design Contingency				\$ 287,000
10% Bidding Contingency				\$ 82,000
25% Professional Services				\$ 298,000
Total Project Cost				\$ 1,487,000

All costs are in 2025 dollars.





Project D-12: Westminster Loop



Project Description

An 8-inch water line is proposed on North Westminster Boulevard from Tumilty Avenue to 10th Street to loop the existing 8-inch and 12-inch water lines on Tumilty Avenue and 10th Street, respectively.

Project Drivers & Triggers

This project is proposed to improve operations by eliminating the existing dead-end on Tumilty Avenue.

Other Considerations

This project is on the edge of MWC limits. Construction of the water main may be limited to the west side of the street depending on the exact location of the City boundary. Survey data obtained in the design phase will provide detailed bounds and construction constraints.

Long-term Improvement (10-20 years)	
Capital Improvement	2037 Horizon

Project Implementation		
	Engineering & Design	3 Months
	Construction	4 months
	Total Project Duration	7 months

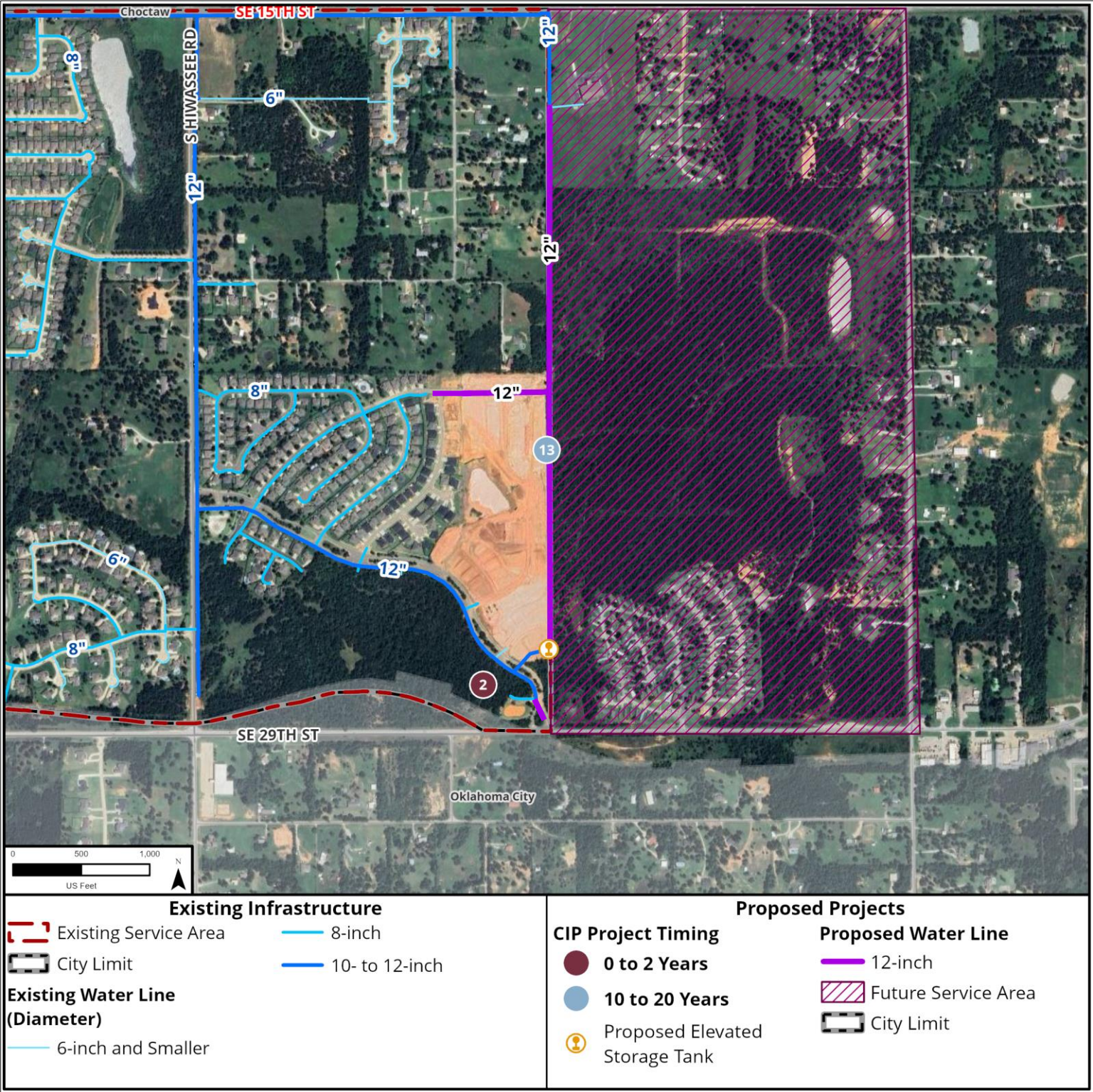
Project D - 12: Westminster Loop				
Diameter (in)	Description	Unit Cost (\$/LF)	Length (ft.)	Cost
8	Westminster Loop	\$ 200	1,500	\$ 300,000
Construction Subtotal				\$ 300,000
35% Design Contingency				\$ 105,000
10% Bidding Contingency				\$ 30,000
25% Professional Services				\$ 109,000
Total Project Cost				\$ 544,000

All costs are in 2025 dollars.





Project D-13: Timber Ridge Loop



Project Description

A 12-inch water line is proposed between the Timber Ridge EST and Southeast 15th Street, with a connection to the existing water lines at Red Oak Drive (8-inch) and Southeast 15th Street (12-inch).

Project Drivers & Triggers

Construction of the project is driven by need for increased redundancy from the EST. Construction of the alternative project would be triggered by development east of the Timber Ridge EST.

Long-term Improvement (10-20 years)	
Capital Improvement	2039 Horizon

Project Implementation

	Engineering & Design	3 Months
	Construction	4 months
	Total Project Duration	7 months

Project D - 13: Timber Ridge Loop				
Diameter (in)	Description	Unit Cost (\$/LF)	Length (ft.)	Cost
12	Timber Ridge Loop	\$ 300	4,600	\$ 1,380,000
Construction Subtotal				\$ 1,380,000
35% Design Contingency				\$ 483,000
10% Bidding Contingency				\$ 138,000
25% Professional Services				\$ 501,000
Total Project Cost				\$ 2,502,000

All costs are in 2025 dollars.





Project D-14: NE 10th St Water Main Extension



Project Description

A 12-inch water line is proposed on Northeast 10th Street between Sooner Road and Sunvalley Drive. This water line will create a loop by connecting to the existing 12-inch waterlines on Sooner Road and 10th Street.

Project Drivers & Triggers

Increased looping in the distribution system improves operations by providing redundancy in the event of a water main break.

Other Considerations

The proposed water main crosses a stream, a railroad, and is adjacent to a large pond. All these constraints will require permitting and special consideration in the design phase.

Long-term Improvement (10-20 years)	
Capital Improvement	2043 Horizon

Project Implementation		
	Engineering & Design	7 Months
	Construction	10 months
	Total Project Duration	17 months

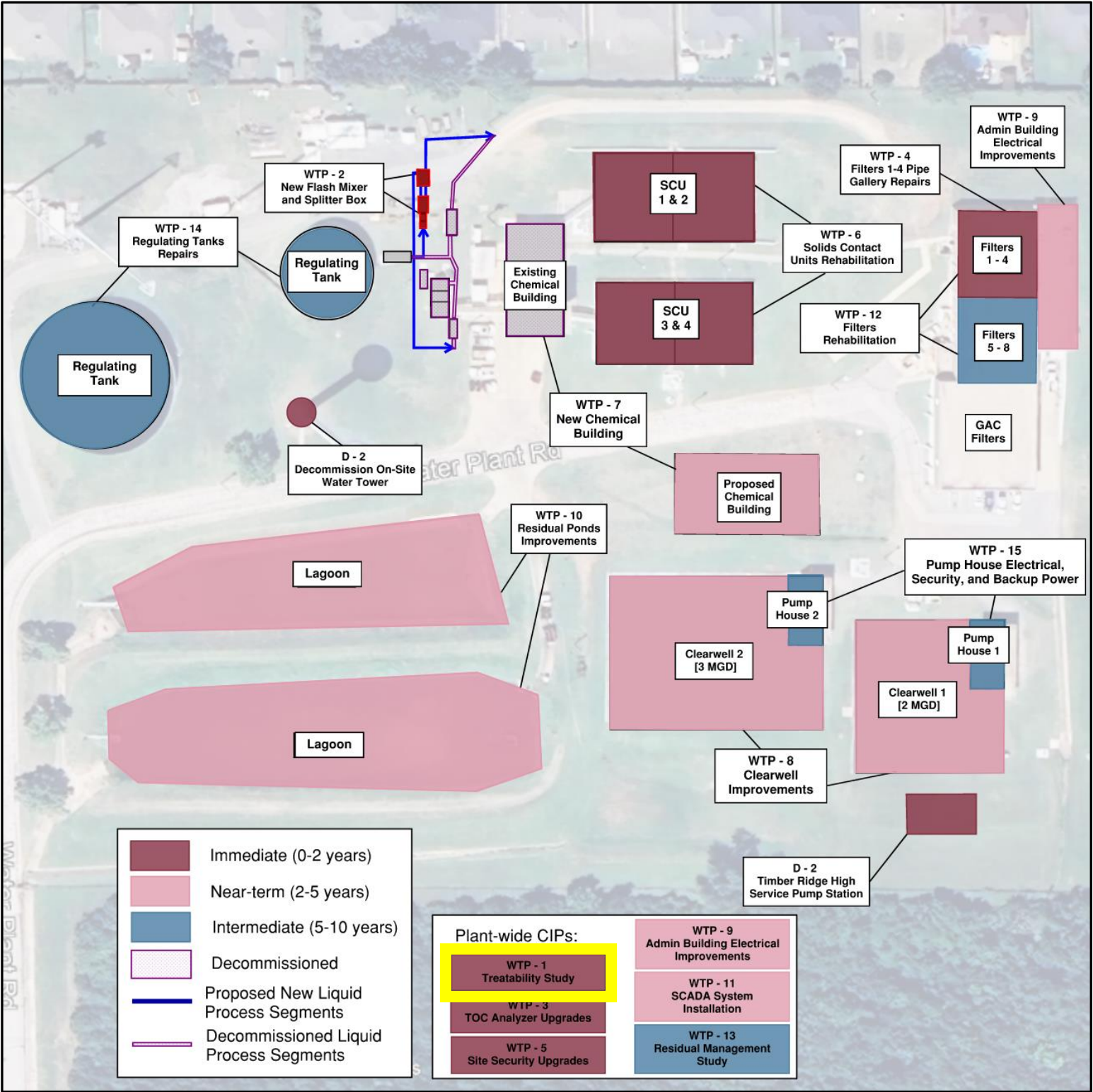
Project D - 14: NE 10th St Water Main Extension				
Diameter (in)	Description	Unit Cost (\$/LF)	Length (ft.)	Cost
12	NE 10th St Water Main Extension	\$ 300	3,700	\$ 1,110,000
12	Railroad Crossing	\$ 600	150	\$ 90,000
12	Creek Crossing	\$ 600	150	\$ 90,000
Construction Subtotal				\$ 1,290,000
35% Design Contingency				\$ 452,000
10% Bidding Contingency				\$ 129,000
25% Professional Services				\$ 468,000
Total Project Cost				\$ 2,339,000

All costs are in 2025 dollars.





Project WTP-1: Treatability Study



Project Description

Third party trial study to determine the best coagulant chemical and potential polymer addition.

Project Drivers & Triggers

Current TOC removal is below 25%, the minimum required, based on raw water alkalinity.

Immediate Improvement (0-2 years)	
Capital Improvement	2026 Horizon

Project Implementation

	Engineering & Design	2 Months
	Construction	0 months
	Total Project Duration	2 months

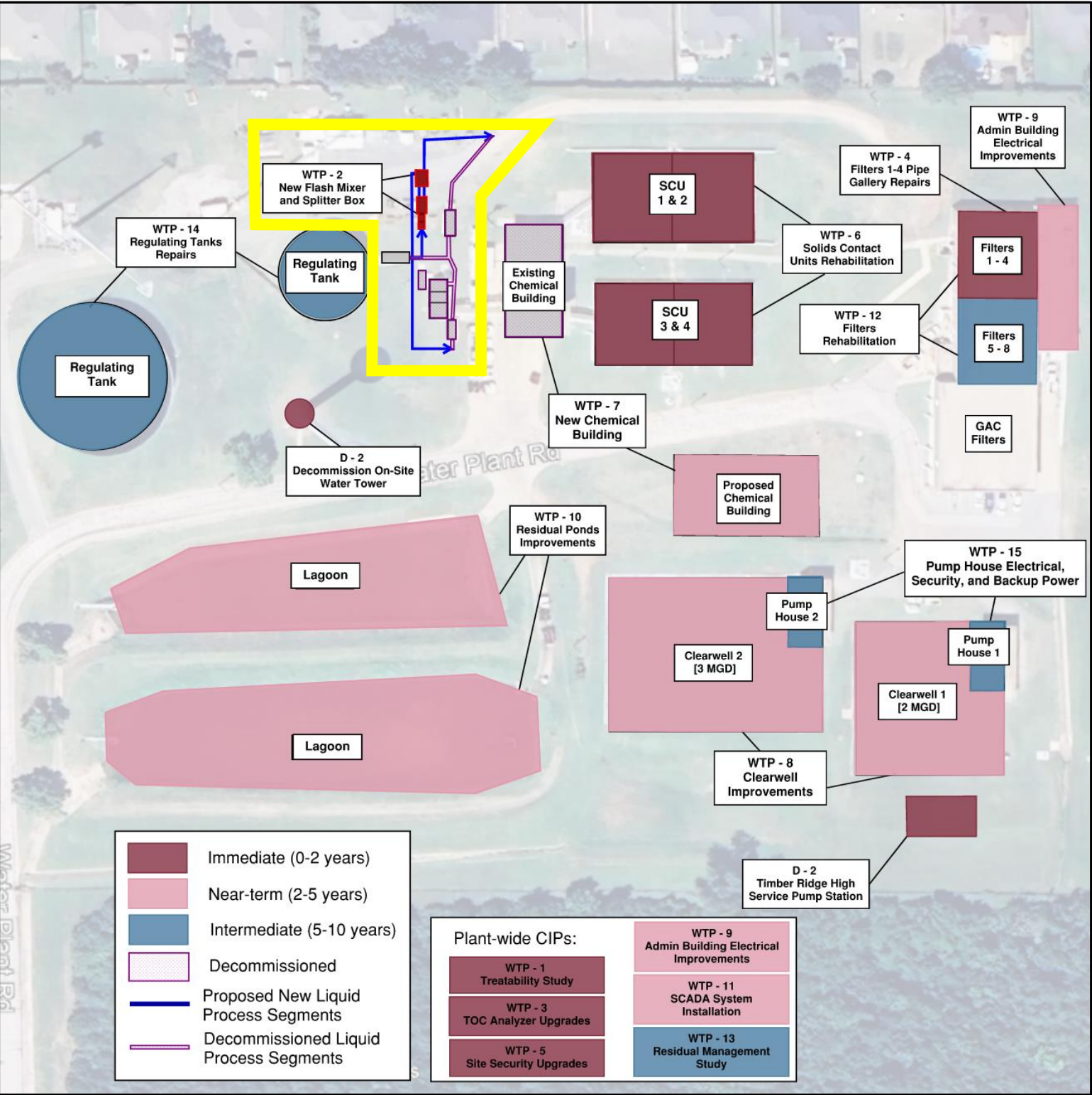
Project WTP - 1: TOC Analyzer Upgrades			
Description	Unit	Quantity	Cost
Treatability Study	LS	1	\$ 100,000
Construction Subtotal			\$ 100,000
5% Mobilization			\$ -
25% Contractor Overhead			\$ -
35% Design Contingency			\$ -
10% Bidding Contingency			\$ -
25% Professional Services			\$ -
Total Project Cost			\$ 100,000

All costs are in 2025 dollars.





Project WTP-2: New Flash Mix and Splitter Box



Project Description

Construct a new flash mix, splitter box, and flow metering vaults adjacent to existing facilities.

Project Drivers & Triggers

The existing flash mixer, splitter box and flow meter vault structures are in poor condition, and the flash mixer does not provide enough rapid mixing.

Immediate Improvement (0-2 years)	
Capital Improvement	2026 Horizon

Project Implementation

	Engineering & Design	9 Months
	Construction	9 months
	Total Project Duration	18 months

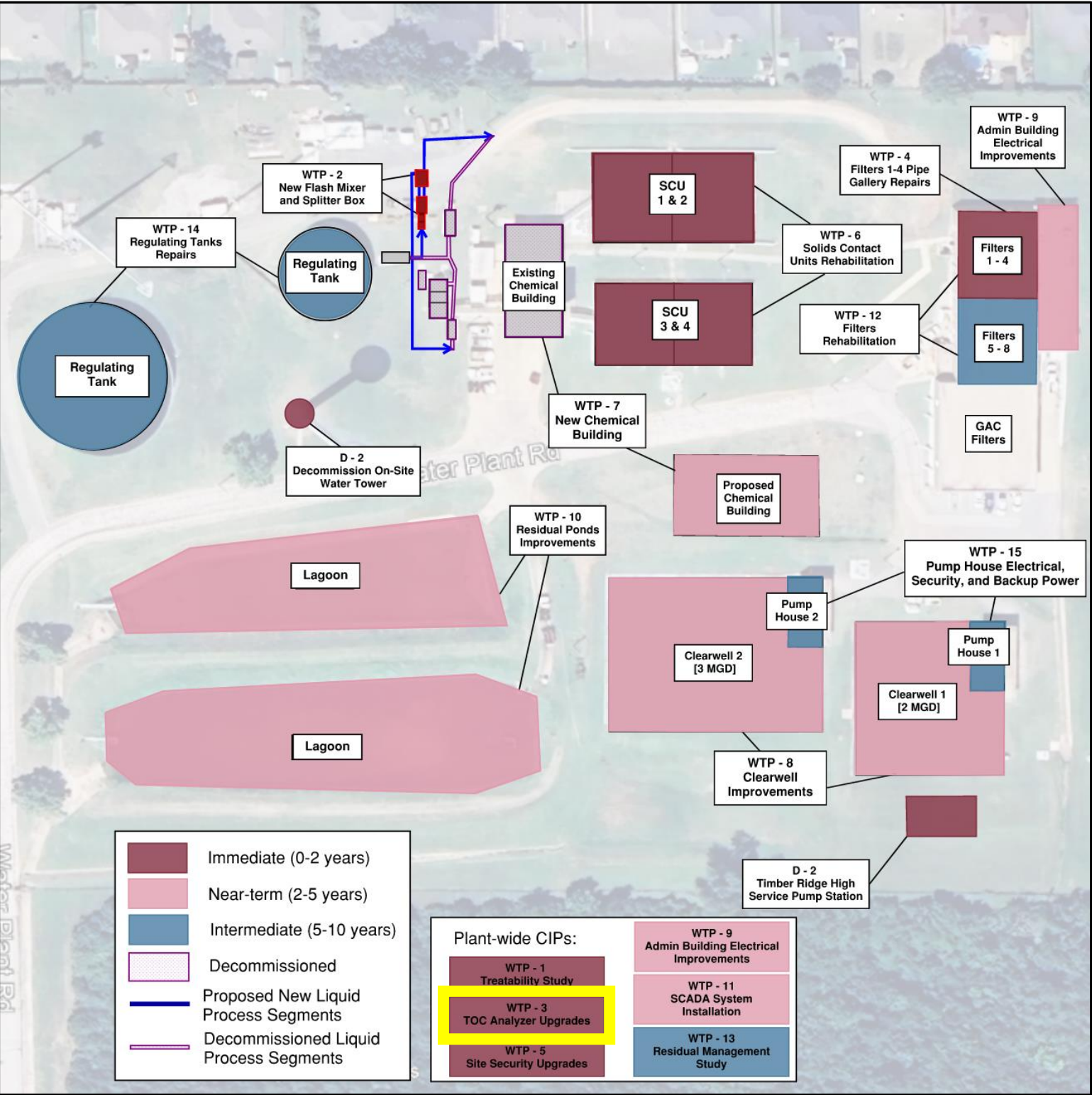
Project WTP - 2: New Flash Mix and Splitter Box			
Description	Unit	Quantity	Cost
Demolition	LS	1	\$ 53,000
Concrete	LS	1	\$ 317,000
Metals	LS	1	\$ 51,000
Openings	LS	1	\$ 62,000
Electrical	LS	1	\$ 106,000
Earthwork	LS	1	\$ 28,000
Piping	LS	1	\$ 344,000
Rapid Mixer	EA	2	\$ 163,000
Magmeters	EA	2	\$ 64,000
Construction Subtotal			\$ 1,188,000
5% Mobilization			\$ 87,000
25% Contractor Overhead			\$ 453,000
35% Design Contingency			\$ 416,000
10% Bidding Contingency			\$ 119,000
25% Professional Services			\$ 566,000
Total Project Cost			\$ 2,829,000

All costs are in 2025 dollars.





Project WTP-3: TOC Analyzer Upgrades



Project Description

Install TOC analyzers to read concentrations in raw water, settled water, filters effluent, and finished water.

Project Drivers & Triggers

TOC measurement upgrades enable the operators to monitor efficacy of the treatment.

Immediate Improvement (0-2 years)	
Capital Improvement	2026 Horizon

Project Implementation

	Engineering & Design	2 Months
	Construction	1 months
	Total Project Duration	3 months

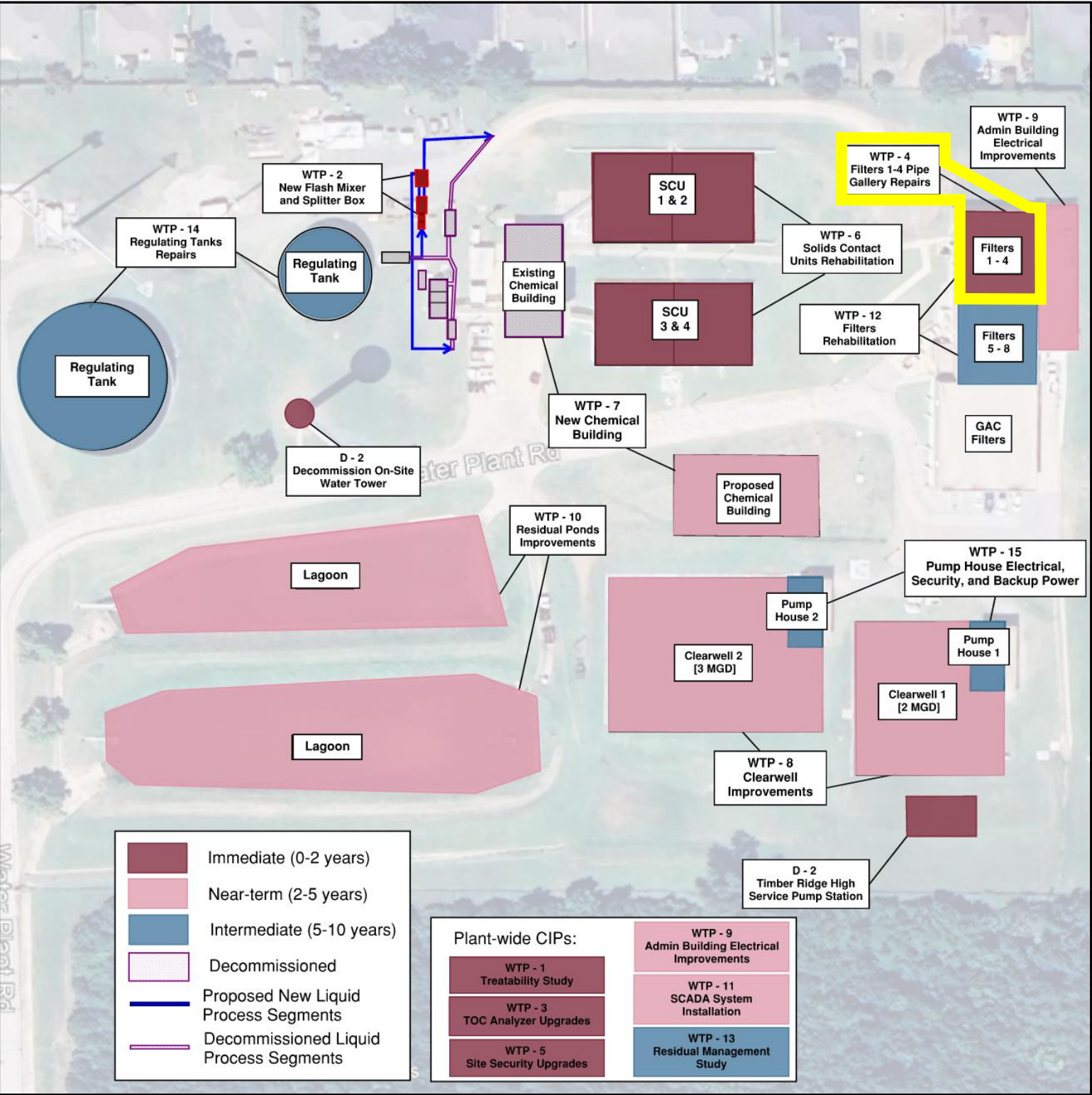
Project WTP - 3: TOC Analyzer Upgrades			
Description	Unit	Quantity	Cost
TOC Analyzers	LS	1	\$ 102,960
Construction Subtotal			\$ 102,960
5% Mobilization			\$ 8,000
25% Contractor Overhead			\$ 40,000
35% Design Contingency			\$ 37,000
10% Bidding Contingency			\$ 11,000
25% Professional Services			\$ 50,000
Total Project Cost			\$ 248,960

All costs are in 2025 dollars.





Project WTP-4: Filters 1-4 Pipe Gallery Repairs



Project Description

Repair concrete in filters 1-4 pipe and replace valve actuators.

Project Drivers & Triggers

Filter gallery has cracks on the concrete and leaks, and valve actuators are past useful age.

Immediate Improvement (0-2 years)	
Capital Improvement	2027 Horizon

Project Implementation

	Engineering & Design	3 Months
	Construction	9 months
	Total Project Duration	12 months

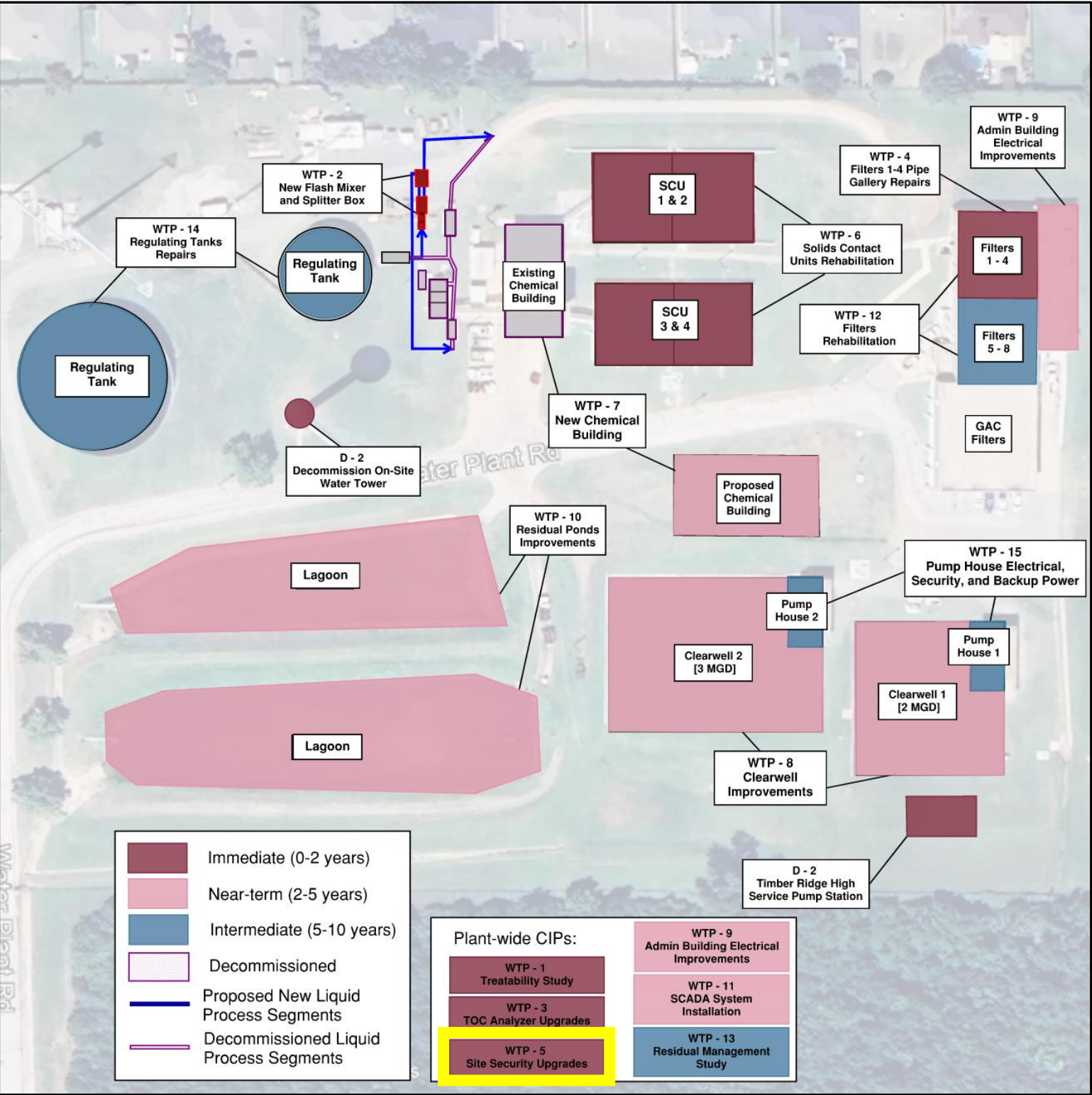
Project WTP - 4: Filters 1-4 Pipe Gallery Repairs			
Description	Unit	Quantity	Cost
Concrete repair	LS	1	\$ 210,000
Electrical	LS	1	\$ 110,000
Valves and Piping	LS	1	\$ 312,000
Construction Subtotal			\$ 632,000
5% Mobilization			\$ 46,000
25% Contractor Overhead			\$ 241,000
35% Design Contingency			\$ 222,000
10% Bidding Contingency			\$ 64,000
25% Professional Services			\$ 302,000
Total Project Cost			\$ 1,507,000

All costs are in 2025 dollars.





Project WTP-5: Site Security Upgrades



Project Description

Install access control server, card readers, workstations, and intrusion switches.

Project Drivers & Triggers

Equipment to improve site security and provide access control to plant and facilities.

Immediate Improvement (0-2 years)	
Capital Improvement	2027 Horizon

Project Implementation

	Engineering & Design	3 Months
	Construction	9 months
	Total Project Duration	12 months

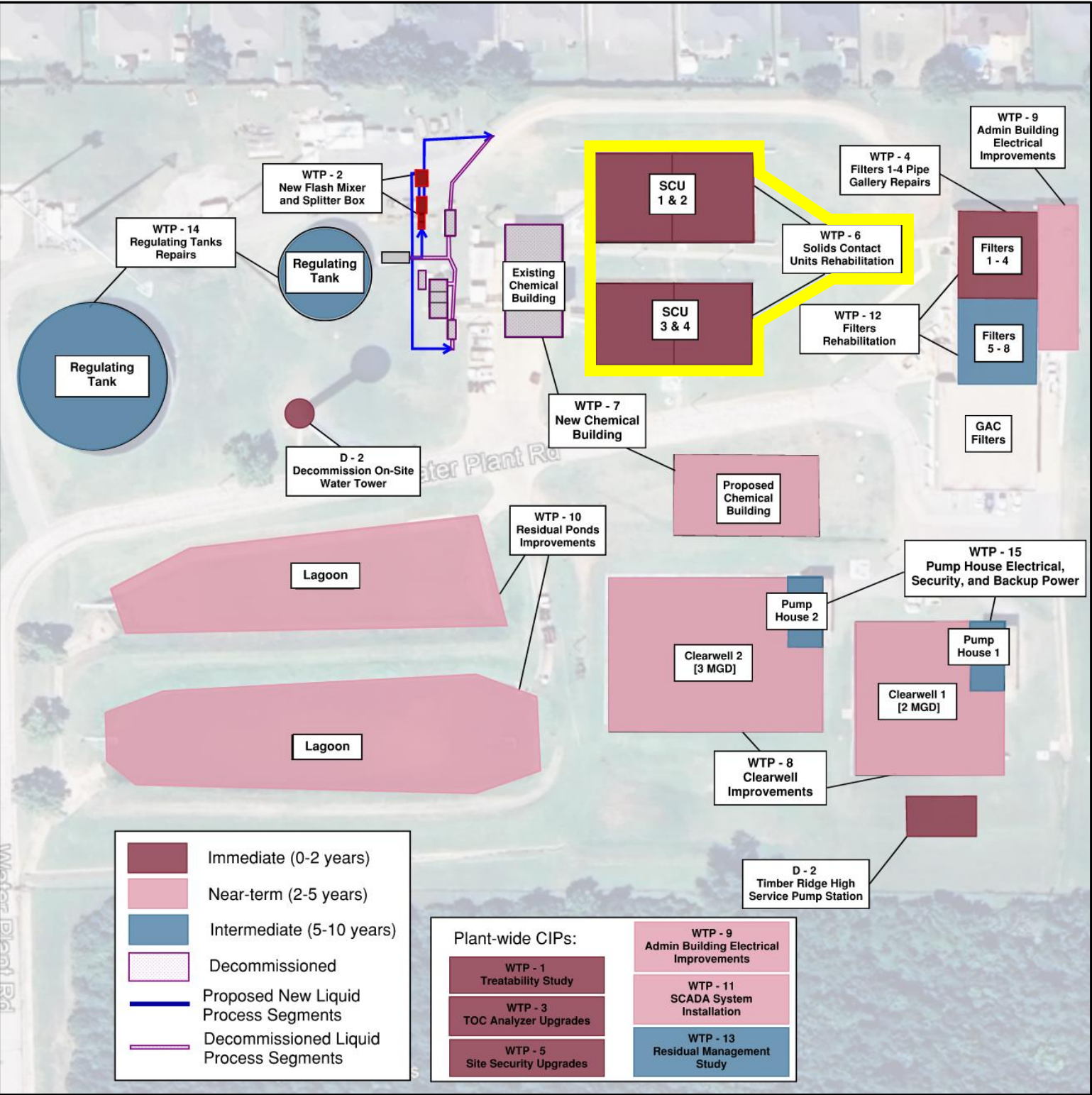
Project WTP - 5: Site Security Upgrades			
Description	Unit	Quantity	Cost
Front Gate Security Improvements	LS	1	\$ 37,000
Security Top-End for Admin Building	LS	1	\$ 18,000
Construction Subtotal			\$ 55,000
5% Mobilization			\$ 5,000
25% Contractor Overhead			\$ 22,000
35% Design Contingency			\$ 20,000
10% Bidding Contingency			\$ 6,000
25% Professional Services			\$ 27,000
Total Project Cost			\$ 135,000

All costs are in 2025 dollars.





Project WTP-6: Solids Contact Units Rehab



Project Description

Rehabilitate structure and clarifier mechanism, and replace blowdown valves in the solids contact units.

Project Drivers & Triggers

All units present structural damages such as cracks and corrosion in most components. Units 1 and 2 have issues with blowdown valves, and control panels are highly weathered and not connected to SCADA.

Immediate Improvement (0-2 years)	
Capital Improvement	2027 Horizon

Project Implementation

	Engineering & Design	9 Months
	Construction	9 months
	Total Project Duration	18 months

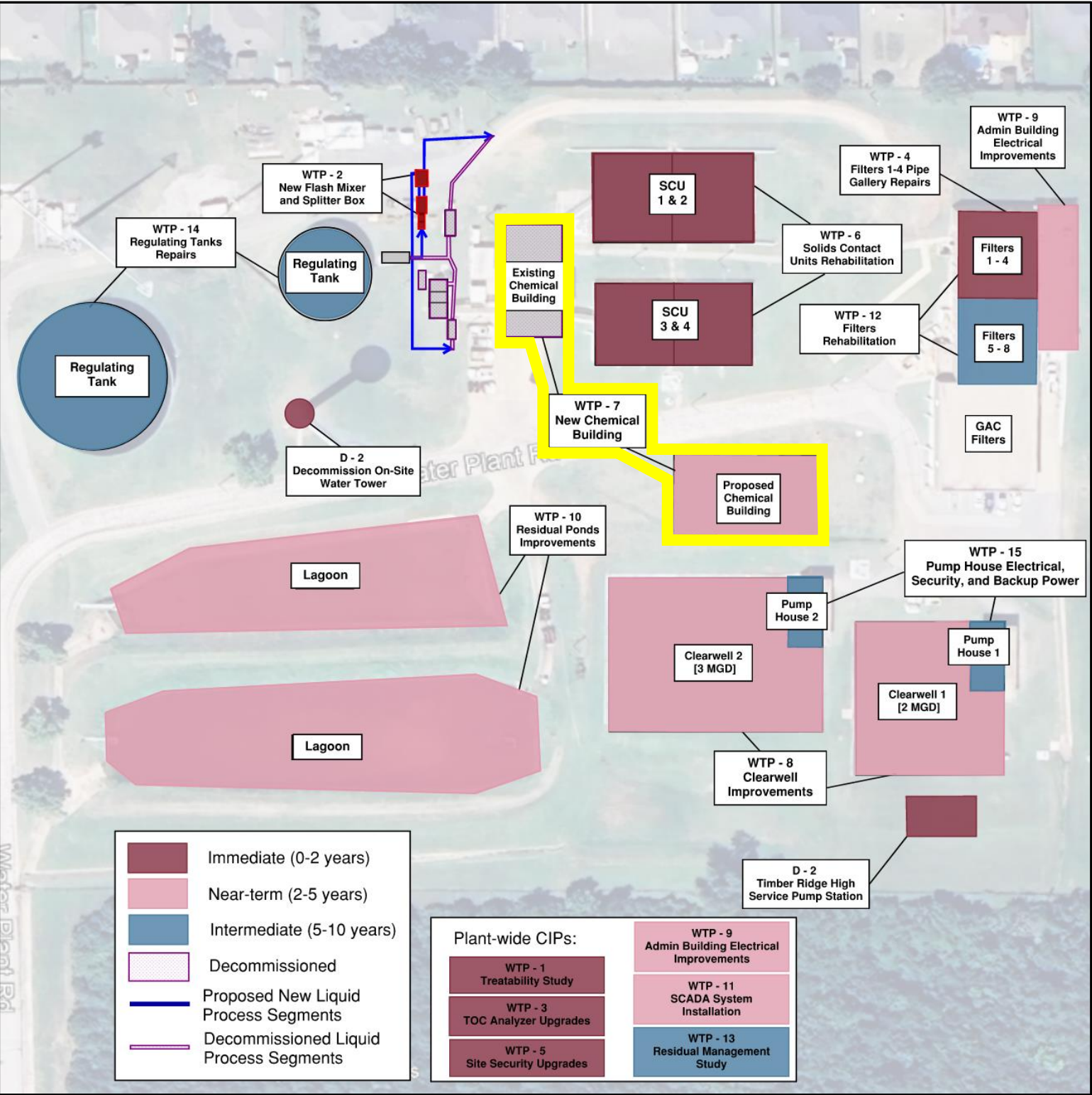
Project WTP - 6: Solids Contact Units Rehabilitation			
Description	Unit	Quantity	Cost
Inspection and Rehabilitation	EA	4	\$ 448,000
Connection to SCADA	LS	1	\$ 39,000
Valves	EA	4	\$ 12,000
Construction Subtotal			\$ 499,000
5% Mobilization			\$ 37,000
25% Contractor Overhead			\$ 191,000
35% Design Contingency			\$ 175,000
10% Bidding Contingency			\$ 50,000
25% Professional Services			\$ 238,000
Total Project Cost			\$ 1,190,000

All costs are in 2025 dollars.





Project WTP-7: New Chemical Building



Project Description

Build a new chemical building to house chemicals for coagulation, disinfection, pH adjustment, fluoridation, dichlorination, and chlorine dioxide generation.

Project Drivers & Triggers

The existing building has several electrical, structural, and clearance issues. Chemical storage, feed, and safety will be improved in the new building.

Near-term Improvement (2-5 years)	
Capital Improvement	2028 Horizon

Project Implementation

	Engineering & Design	9 Months
	Construction	21 months
	Total Project Duration	30 months

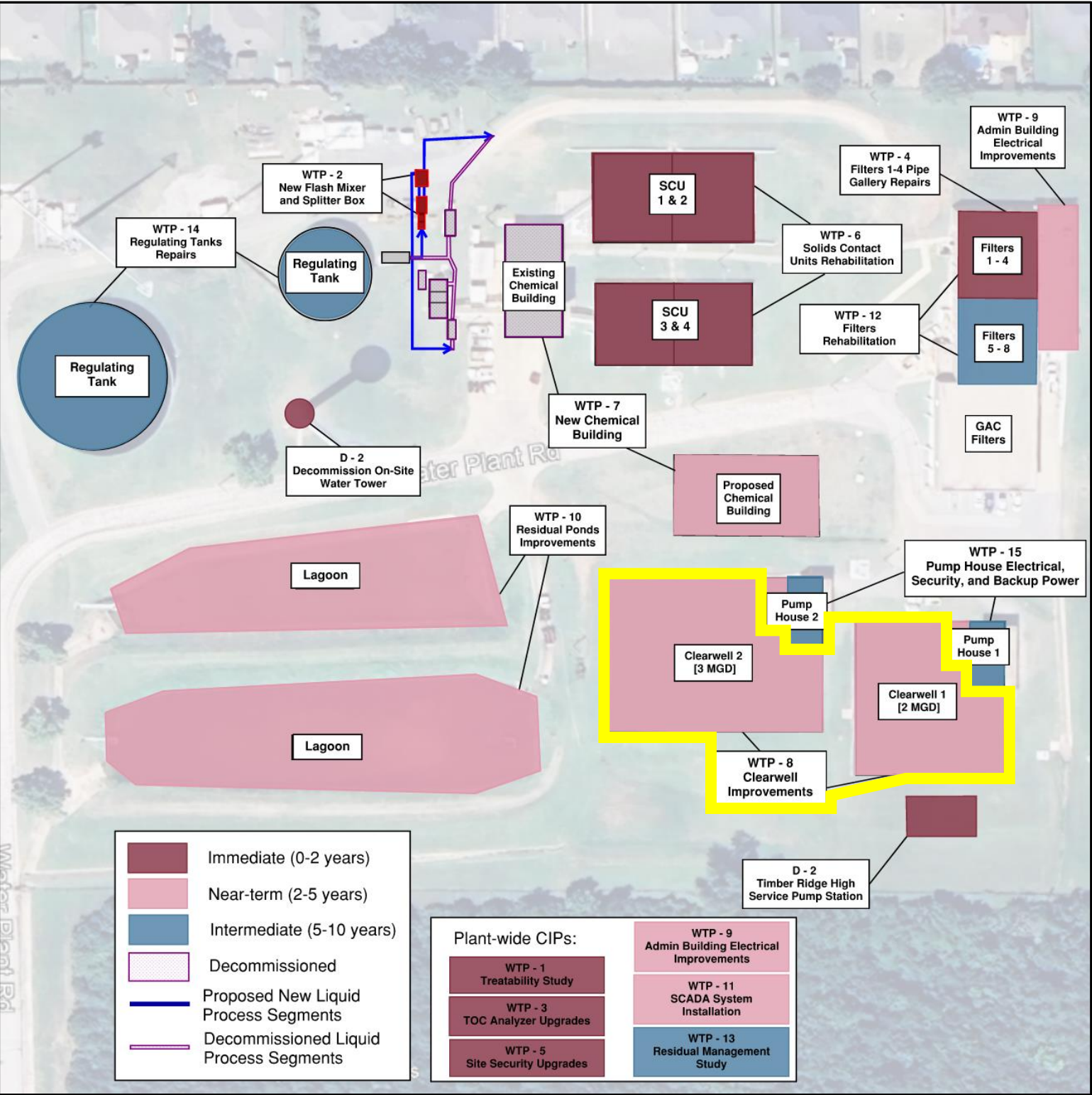
Project WTP - 7: New Chemical Building			
Description	Unit	Quantity	Cost
Concrete	LS	1	\$ 477,000
Metals	LS	1	\$ 2,170,000
Plumbing	LS	1	\$ 69,000
HVAC	LS	1	\$ 138,000
Electrical	LS	1	\$ 524,000
Earthwork	LS	1	\$ 76,000
Piping	LS	1	\$ 451,000
Chemicals Storage	LS	1	\$ 663,000
Metering Skids and Pumps	LS	1	\$ 484,000
Construction Subtotal			\$ 5,052,000
5% Mobilization			\$ 367,000
25% Contractor Overhead			\$ 1,924,000
35% Design Contingency			\$ 1,769,000
10% Bidding Contingency			\$ 506,000
25% Professional Services			\$ 2,405,000
Total Project Cost			\$ 12,023,000

All costs are in 2025 dollars.





Project WTP-8: Clearwell Improvements



Project Description

Inspect, clean, and repair structure in clearwells.

Project Drivers & Triggers

There is sand and debris accumulated in the bottom, and access equipment is corroded.

Near-term Improvement (2-5 years)	
Capital Improvement	2028 Horizon

Project Implementation

	Engineering & Design	1 Months
	Construction	2 months
	Total Project Duration	3 months

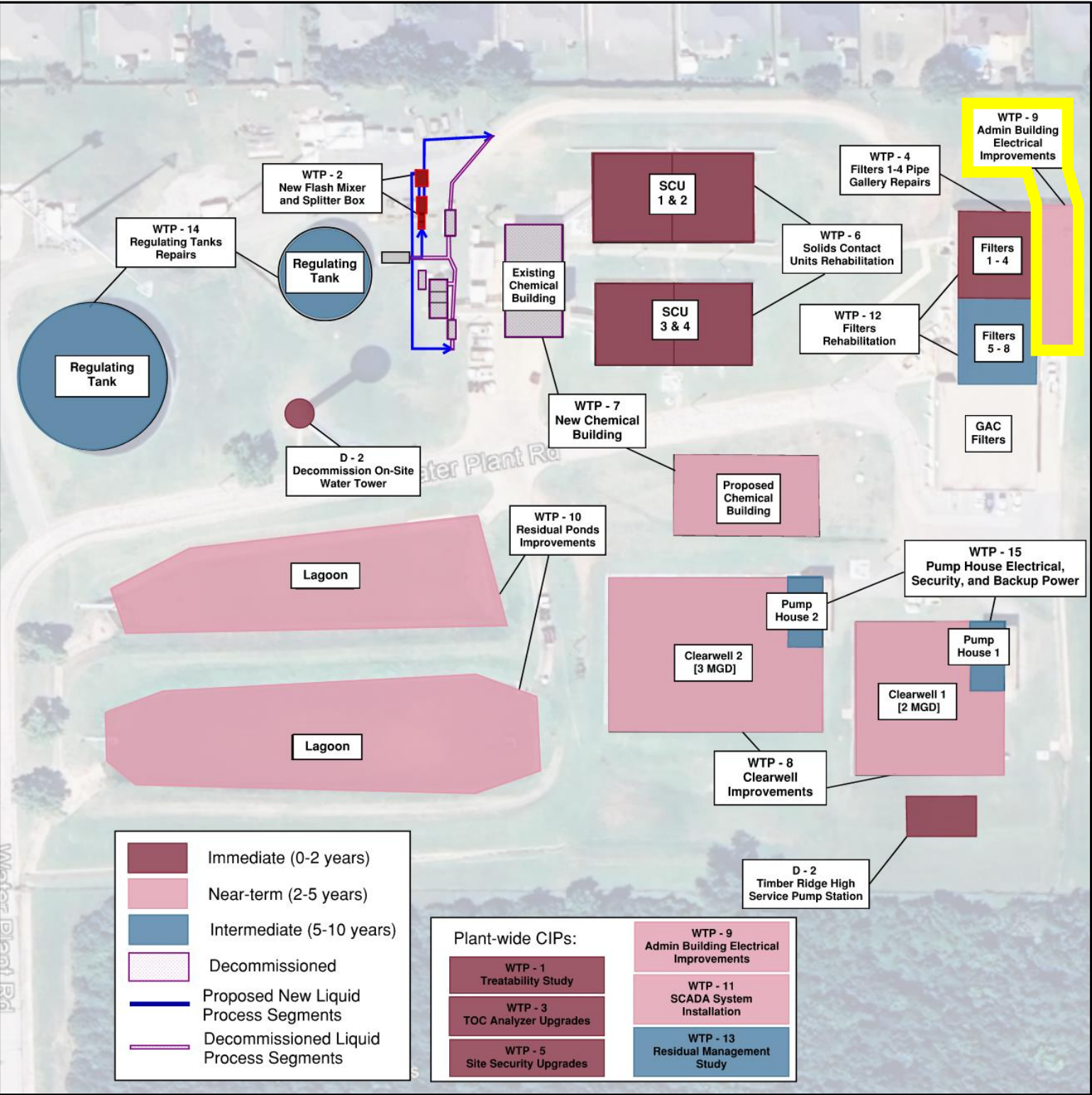
Project WTP - 8: Clearwell Improvements			
Description	Unit	Quantity	Cost
Clean and Disinfection	LS	1	\$ 55,000
Inspection	LS	1	\$ 40,000
Access Stair	LS	1	\$ 14,000
Construction Subtotal			\$ 109,000
5% Mobilization			\$ 8,000
25% Contractor Overhead			\$ 42,000
35% Design Contingency			\$ 39,000
10% Bidding Contingency			\$ 11,000
25% Professional Services			\$ 53,000
Total Project Cost			\$ 262,000

All costs are in 2025 dollars.





Project WTP-9: Admin Building Electrical Improvements



Project Description

Replace generator, ATS, and power distribution equipment in the electrical room (admin building).

Project Drivers & Triggers

Most electrical distribution systems are original to plant construction and are past useful age.

Near-term Improvement (2-5 years)	
Capital Improvement	2028 Horizon

Project Implementation

Engineering & Design	9 Months
Construction	15 months
Total Project Duration	24 months

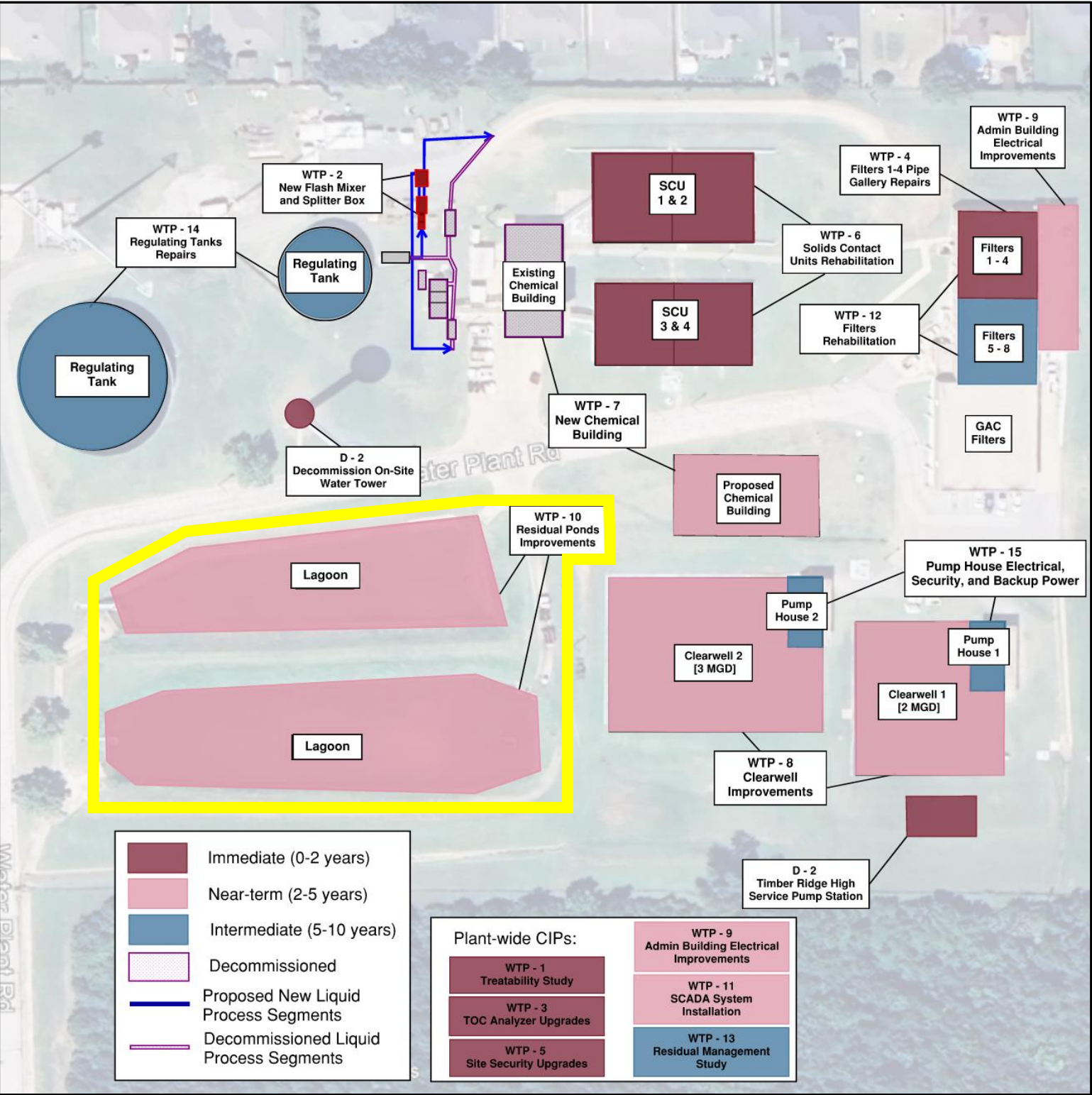
Project WTP - 9: Admin Building Electrical Improvements			
Description	Unit	Quantity	Cost
Decommission Existing Panel	LS	1	\$ 28,000
500 kW Diesel Generator	LS	1	\$ 281,000
1200 A Switchboard	LS	1	\$ 130,000
Electrical	LS	1	\$ 258,000
Construction Subtotal			\$ 697,000
5% Mobilization			\$ 51,000
25% Contractor Overhead			\$ 266,000
35% Design Contingency			\$ 244,000
10% Bidding Contingency			\$ 70,000
25% Professional Services			\$ 332,000
Total Project Cost			\$ 1,660,000

All costs are in 2025 dollars.





Project WTP-10: Residuals Ponds Improvements



Project Description

Replace isolation valves and motor starter panel, install level sensor and alarms, and heat trace exposed pipes in the residual ponds.

Project Drivers & Triggers

Isolation valves are old and hard to operate, motor started panel is weathered, no level alarm system is present, and exposed pipes freeze in cold weather.

Near-term Improvement (2-5 years)	
Capital Improvement	2029 Horizon

Project Implementation

	Engineering & Design	3 Months
	Construction	3 months
	Total Project Duration	6 months

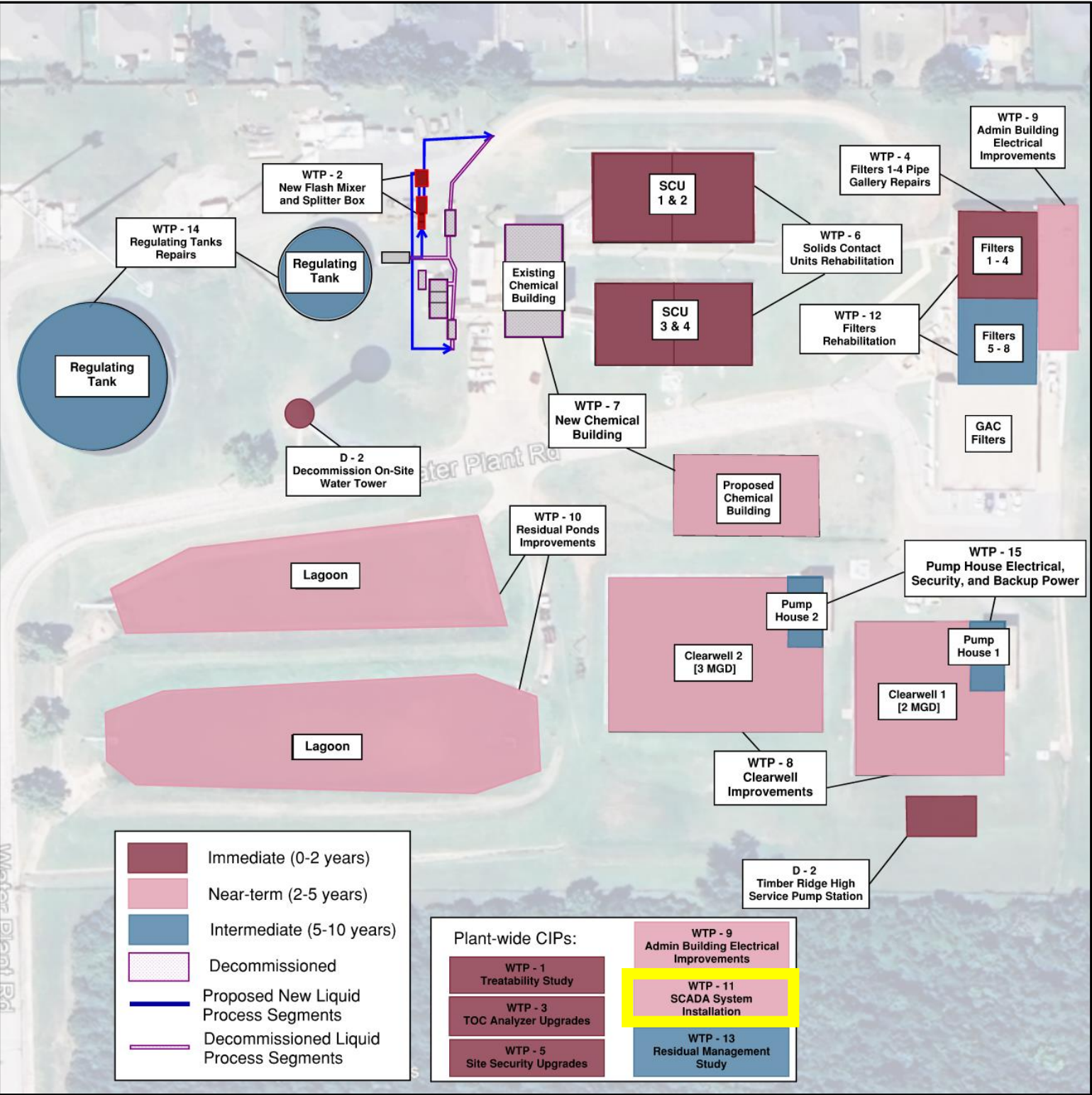
Project WTP - 10: Residual Ponds Improvements			
Description	Unit	Quantity	Cost
Motor Starter Panels	LS	1	\$ 52,000
Electrical	LS	1	\$ 338,000
SCADA Panel	EA	1	\$ 39,000
Level Sensor and Transmitter	EA	2	\$ 10,000
Isolation Valves	EA	2	\$ 6,000
Heat Tracing Equipment	EA	2	\$ 69,000
Construction Subtotal			\$ 514,000
5% Mobilization			\$ 38,000
25% Contractor Overhead			\$ 196,000
35% Design Contingency			\$ 180,000
10% Bidding Contingency			\$ 52,000
25% Professional Services			\$ 245,000
Total Project Cost			\$ 1,225,000

All costs are in 2025 dollars.





Project WTP-11: Top-end SCADA System Installation



Project Description

Install SCADA network rack, servers, workstations, software licenses, and performance of application engineering services.

Project Drivers & Triggers

Existing SCADA system is outdated and does not provide efficient instrumentation and control communication with all processes.

Near-term Improvement (2-5 years)	
Capital Improvement	2029 Horizon

Project Implementation

	Engineering & Design	3 Months
	Construction	9 months
	Total Project Duration	12 months

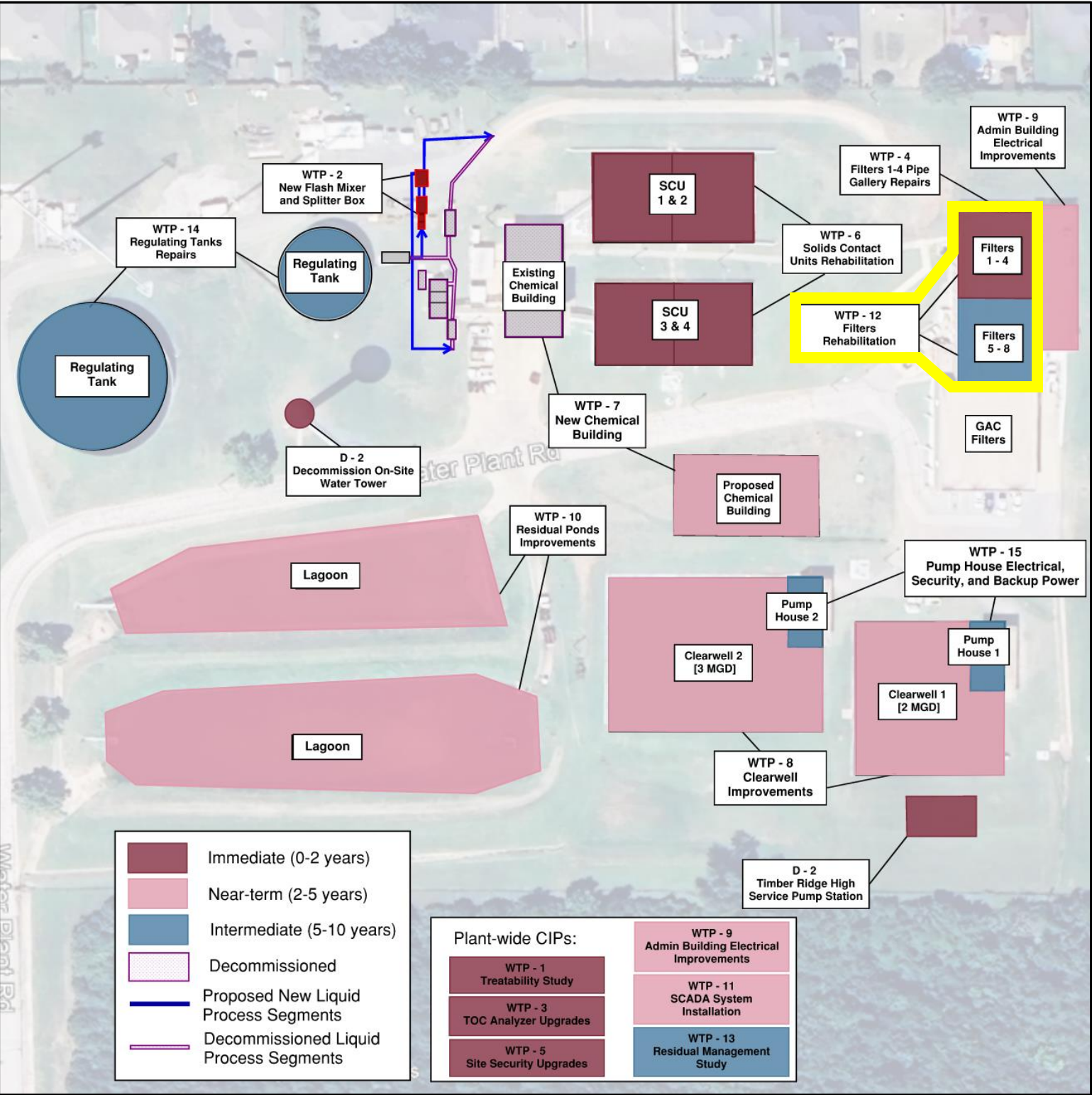
Project WTP - 11: Top-end SCADA System Installation			
Description	Unit	Quantity	Cost
Top-End SCADA Replacement	LS	1	\$ 457,000
Construction Subtotal			\$ 457,000
5% Mobilization			\$ 34,000
25% Contractor Overhead			\$ 175,000
35% Design Contingency			\$ 160,000
10% Bidding Contingency			\$ 46,000
25% Professional Services			\$ 218,000
Total Project Cost			\$ 1,090,000

All costs are in 2025 dollars.





Project WTP-12: Filters Rehabilitation



Project Description

Replace filter media, install new underdrains, and install new PLC for the granular media filters.

Project Drivers & Triggers

The underdrains and media have exceeded their expected useful life and should be replaced.

Intermediate Improvement (5-10 years)	
Capital Improvement	2030 Horizon

Project Implementation

	Engineering & Design	6 Months
	Construction	12 months
	Total Project Duration	18 months

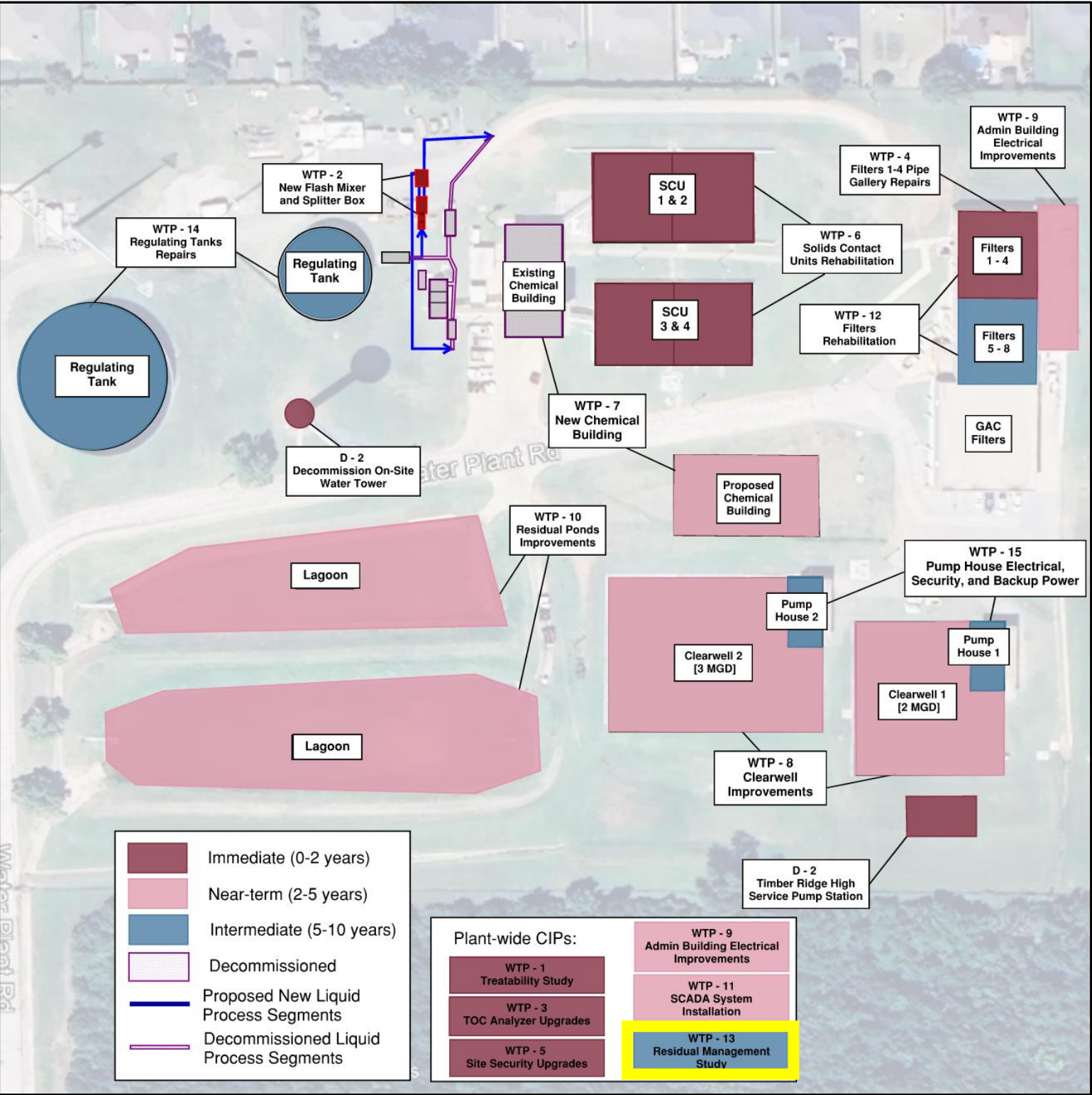
Project WTP - 12: Filters Rehabilitation			
Description	Unit	Quantity	Cost
Media Disposal	LS	1	\$ 50,000
Underdrains Demolition	LS	1	\$ 87,000
PLCs	LS	1	\$ 468,000
Granular Media	LS	1	\$ 1,985,000
Washtrough	LS	1	\$ 573,000
Filter Underdrain	LS	1	\$ 846,000
Construction Subtotal			\$ 4,009,000
5% Mobilization			\$ 291,000
25% Contractor Overhead			\$ 1,527,000
35% Design Contingency			\$ 1,404,000
10% Bidding Contingency			\$ 401,000
25% Professional Services			\$ 1,908,000
Total Project Cost			\$ 9,540,000

All costs are in 2025 dollars.





Project WTP-13: Residual Management Study



Project Description

Develop an engineering report to determine the best path forward for sustainable long-term residual handling.

Project Drivers & Triggers

Existing ponds do not meet ODEQ solids residence time; alternatives may include additional residual pond capacity or thickening prior to the ponds.

Intermediate Improvement (5-10 years)	
Capital Improvement	2031 Horizon

Project Implementation

	Engineering & Design	6 Months
	Construction	0 months
	Total Project Duration	6 months

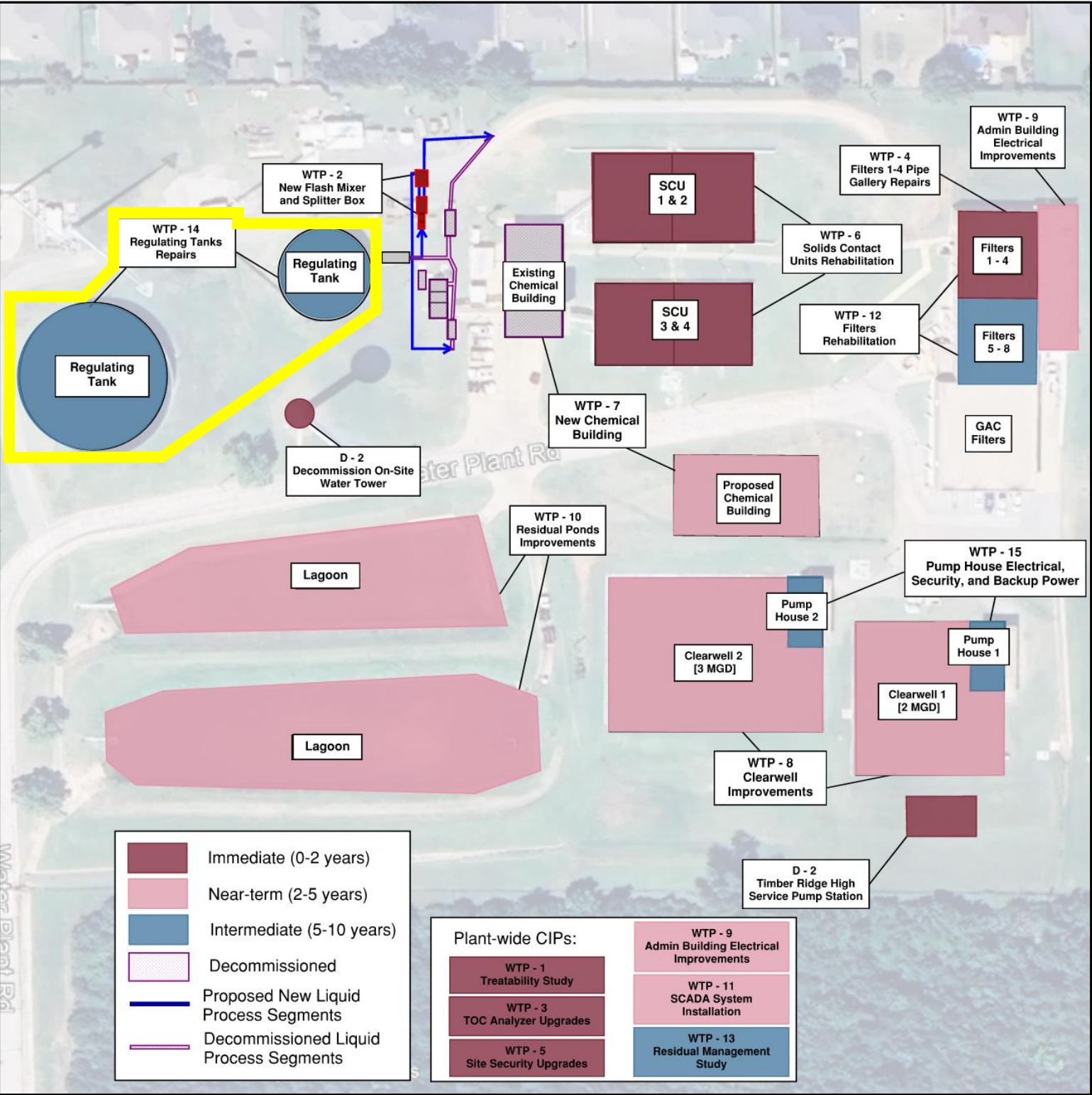
Project WTP - 13: Residual Management Study			
Description	Unit	Quantity	Cost
Residual Management Study	LS	1	\$ 100,000
Construction Subtotal			\$ 100,000
5% Mobilization			\$ -
25% Contractor Overhead			\$ -
35% Design Contingency			\$ -
10% Bidding Contingency			\$ -
25% Professional Services			\$ -
Total Project Cost			\$ 100,000

All costs are in 2025 dollars.





Project WTP-14: Regulating Tanks Repairs



Project Description

Inspect and repair concrete and install level instrumentation in the regulating tanks.

Project Drivers & Triggers

Structure needs to be inspected and repaired; no level sensors are present; and plant staff rely on cameras to observe water level.

Intermediate Improvement (5-10 years)	
Capital Improvement	2033 Horizon

Project Implementation

Engineering & Design	3 Months
Construction	6 months
Total Project Duration	9 months

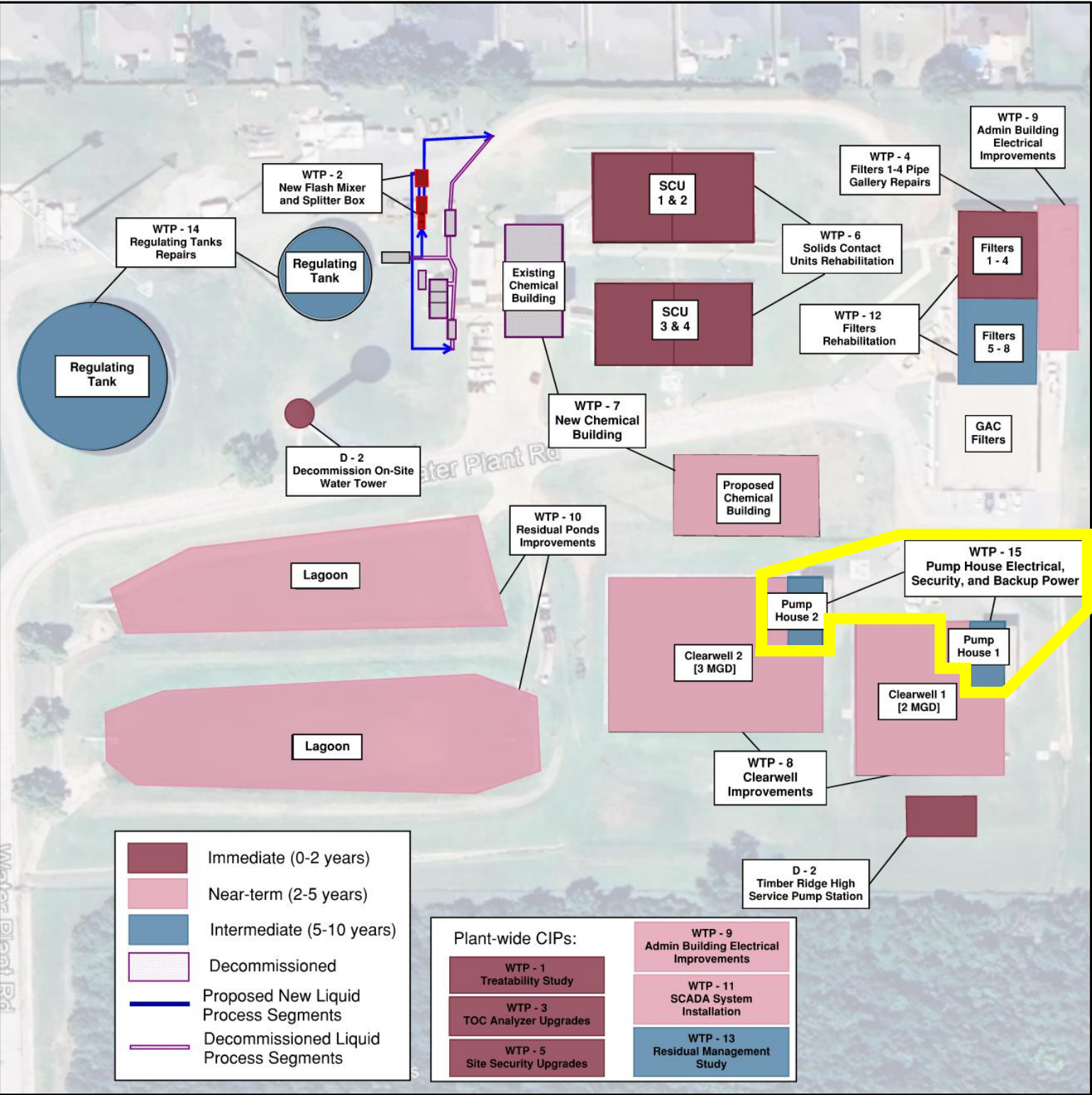
Project WTP - 14: Regulating Tanks Repairs			
Description	Unit	Quantity	Cost
Drain and Inspection	EA	2	\$ 42,000
Concrete Repair	EA	2	\$ 105,000
Metals Repair	EA	2	\$ 42,000
SCADA Panel	EA	1	\$ 39,000
Level Sensor and Transmitter	EA	2	\$ 10,000
Construction Subtotal			\$ 238,000
5% Mobilization			\$ 18,000
25% Contractor Overhead			\$ 91,000
35% Design Contingency			\$ 84,000
10% Bidding Contingency			\$ 24,000
25% Professional Services			\$ 114,000
Total Project Cost			\$ 569,000

All costs are in 2025 dollars.





Project WTP-15: Pump House Electrical, Security, and Backup Power



Project Description

Replace switchboard, motor control center, and variable frequency drives inside each pump station, and install card readers on exterior doors and cameras.

Project Drivers & Triggers

Electrical gear is approaching the end of the useful life and needs to be replaced to limit potential service interruptions.

Intermediate Improvement (5-10 years)	
Capital Improvement	2033 Horizon

Project Implementation

	Engineering & Design	9 Months
	Construction	15 months
	Total Project Duration	24 months

Project WTP - 15: Pump House Electrical Improvements			
Description	Unit	Quantity	Cost
750 kW Generator and ATS	EA	1	\$ 975,000
800 A Panelboard	EA	2	\$ 104,000
MCC with VFDs	EA	2	\$ 1,300,000
Electrical	LS	1	\$ 890,000
Construction Subtotal			\$ 3,269,000
5% Mobilization			\$ 238,000
25% Contractor Overhead			\$ 1,245,000
35% Design Contingency			\$ 1,145,000
10% Bidding Contingency			\$ 327,000
25% Professional Services			\$ 1,556,000
Total Project Cost			\$ 7,780,000

All costs are in 2025 dollars.





NEW BUSINESS/
PUBLIC DISCUSSION





HOSPITAL AUTHORITY
AGENDA





MEMORIAL HOSPITAL AUTHORITY AGENDA

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

November 13, 2025 – 6:01 PM

Presiding members: Chairman Matthew Dukes

Trustee Vacant

Trustee Pat Byrne

Trustee Rita Maxwell

Trustee Marc Thompson

Trustee Sara Bana

Trustee Rick Favors

City Staff:

General Manager Tim Lyon

Secretary Sara Hancock

Attorney Vicki Floyd

A. **CALL TO ORDER.**

B. **DISCUSSION ITEMS.**

1. Discussion, consideration, and possible action to approve the meeting minutes for October 28, 2025. (Secretary - S. Hancock)

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

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

D. **ADJOURNMENT.**



DISCUSSION ITEMS



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

Midwest City Memorial Hospital Authority Minutes

October 28, 2025

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 7:12 PM with following members present:

Trustee Vacant	Trustee Marc Thompson	General Manager Tim Lyon
Trustee Pat Byrne		Acting Secretary Susan Mullendore
Trustee Rita Maxwell	Trustee Rick Favors	Authority Attorney Don Maisch

Absent: Trustee Sara Bana

DISCUSSION ITEMS.

1. Discussion, consideration and possible action to approve the meeting minutes for September 23, 2025.

Favors made a motion to approve the minutes, seconded by Byrne. Voting Aye: Byrne, Maxwell, Thompson, Favors, and Dukes. Nay: None. Absent: Bana. Motion Carried.

2. 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 7:12 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SUSAN MULLENDORE, Acting Secretary



Memorial Hospital Authority

General Manager/Administrator, Tim Lyon
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1201
tlyon@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: November 13, 2025

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

This item is on each agenda in the event that the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed, or changes need to be made to the Statement of Investment Policy on short notice.

Tiatia Cromar
Finance Director



NEW BUSINESS/
PUBLIC DISCUSSION





UTILITIES AUTHORITY
AGENDA





MIDWEST CITY SPECIAL UTILITIES AUTHORITY AGENDA

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

November 13, 2025 – 6:02 PM

Presiding members: Chairman Matthew Dukes

Trustee Vacant

Trustee Pat Byrne

Trustee Rita Maxwell

Trustee Marc Thompson

Trustee Sara Bana

Trustee Rick Favors

City Staff:

General Manager Tim Lyon

Secretary Sara Hancock

Attorney Vicki Floyd

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion, consideration, and possible action to approve the special meeting minutes for October 28, 2025. (Secretary - S. Hancock)

2. Discussion, consideration and possible action to approve a resolution declaring the northernmost 180,000 square feet of Lots 4 of the Soldier Creek Industrial Park, an addition to the City of Midwest City, Oklahoma County, Oklahoma (a/k/a +/- 4.13 acres) surplus, and approving that certain “Agreement for the Purchase and Sale of Real Estate”, by and Between the Midwest City Utilities Authority and Stingray Volleyball Academy LLC (the “Real Estate Agreement”); Authorizing and directing execution and delivery of the Real Estate Agreement; and containing other provisions relating thereto. (R. Coleman - Economic Development)

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.



DISCUSSION ITEMS



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

Midwest City Utilities Authority Minutes

October 28, 2025

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 7:14 PM with the following member present:

Trustee Vacant	Trustee Marc Thompson	General Manager Tim Lyon
Trustee Pat Byrne		Acting Secretary Susan Mullendore
Trustee Rita Maxwell	Trustee Rick Favors	Authority Attorney Don Maisch

Absent: Trustee Sara Bana

DISCUSSION ITEM.

1. Discussion, consideration, and possible action to approve the meeting minutes for July 22, 2025.

Favors made a motion to approve the minutes, seconded by Maxwell. Voting Aye: Byrne, Maxwell, Thompson, Favors, and Dukes. Nay: None. Absent: Bana. Motion Carried.

PUBLIC DISCUSSION. There was no public discussion.

EXECUTIVE SESSION.

1. Discussion, consideration, and possible action of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to confer on matters pertaining to purchase or appraisal of real property, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session concerning project “Charlie”.

At 7:15 PM Favors made a motion to enter Executive Session, seconded by Maxwell. Voting Aye: Byrne, Maxwell, Thompson, Favors, and Dukes. Nay: None. Absent: Bana. Motion Carried.

At 7:46 PM Favors made a motion to return to Open Session, seconded by Thompson. Voting Aye: Byrne, Maxwell, Thompson, Favors, and Dukes. Nay: None. Absent: Bana. Motion Carried.

No Action needed.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:46 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SUSAN MULLENDORE, Acting Secretary



Midwest City Utilities Authority
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1202
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: November 13, 2025

Subject: Discussion, consideration and possible action to approve a resolution of the Midwest City Utilities Authority declaring the northernmost 180,000 square feet of Lots 4 of the Soldier Creek Industrial Park, an addition to the City of Midwest City, Oklahoma County, Oklahoma (a/k/a +/- 4.13 acres) surplus, and approving that certain "Agreement for the Purchase and Sale of Real Estate", by and Between the Midwest City Utilities Authority and Stingray Volleyball Academy LLC (the "Real Estate Agreement"); Authorizing and directing execution and delivery of the Real Estate Agreement; and containing other provisions relating thereto.

Over the past ten years, there have been at least six groups who have approached the City about the possibility of constructing an indoor sports complex. Some were focused on basketball, some on volleyball and a few were only concerned with pickleball. The size of operations being proposed varied as did the preferred location. One of the groups interested in Midwest City was headed by Mr. Toriano Lands, a graduate of Carl Albert High School who started the Stingray Volleyball Academy in 2011.

Coach Lands examined a handful of sites before finally deciding on Lot 4 of the Soldier Creek Industrial Park. He also considered a variety of different architectural designs in advance before finally selecting a designed by ROAM Studios, the same architectural firm in charge of creating the neighboring American Glass, Inc. project.

Approval of the attached documents is the first formal step involved in moving towards the creation of a 4.13-acre sports complex that will feature a multi-purpose indoor facility of over 25,000 square feet of floor space along with three outdoor pickleball courts and six outdoor volleyball courts in addition to three multi-sport natural grass fields. Approval of these documents will allow the Midwest City Council and Economic Development authority to consider an economic development agreement next month.

Please direct any question to Economic Development Director Robert Coleman at (405) 739-1202.

Tim Lyon
General Manager/Administrator

Attachments: Resolution
Agreement for the Purchase and Sale
Illustrations

RESOLUTION NO. _____

A RESOLUTION OF THE MIDWEST CITY UTILITIES AUTHORITY DECLARING THE NORTHERNMOST 180,000 SQUARE FEET (APPROXIMATELY 4.13-ACRE) OF LOT 4 IN THE SOLDIER CREEK INDUSTRIAL PARK, AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, AS SURPLUS; APPROVING THAT CERTAIN “AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE”, BY AND BETWEEN THE MIDWEST CITY UTILITIES AUTHORITY AND STINGRAY VOLLEYBALL ACADEMY LLC (THE “REAL ESTATE AGREEMENT”); AUTHORIZING AND DIRECTING EXECUTION AND DELIVERY OF THE REAL ESTATE AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Midwest City Utilities Authority, an Oklahoma public trust (hereinafter, the “Utilities Authority”), in its effort to create jobs and to expand local economic development opportunities previously acquired certain personal property for the purpose of developing the Soldier Creek Industrial Park (hereinafter “SCIP”),

WHEREAS, Stingray Volleyball Academy, an Oklahoma limited liability company (hereinafter, the “Company”), intends to develop, construct, equip and operate a 4.13-acre multi-sport facility within SCIP in Midwest City, Oklahoma (hereinafter, the “Sports Facility”), and to create over \$400,000 in annual wages and benefits for new jobs in the maintenance and operation of the Sports Facility, which will bring new visitors to Midwest City and create an annual economic impact of over \$1 million; and

WHEREAS, in exchange for the Company’s agreement to undertake the Project, the Midwest City Utilities Authority, an Oklahoma public trust (hereinafter, the “Utilities Authority”), has agreed to sell land owned by the Utility Authority in the Soldier Creek Industrial Park to the Company, pursuant to the terms and conditions of that certain “Agreement for the Purchase and Sale of Real Estate”, by and between the Utilities Authority and the Company (hereinafter, the “Real Estate Agreement”); and

WHEREAS, the Trustees of the Utilities Authority have determined that it is in the best interests of the residents of Midwest City, Oklahoma that the Real Estate Agreement be approved.

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

SECTION 1. Declaring the Property as Surplus. The Trustees of the Midwest City Utilities Authority hereby declare the northernmost 180,000 square feet (4.13-acres) of Lot 4 of the SOLDIER CREEK INDUSTRIAL PARK, an Addition to the City of Midwest City, Oklahoma County, Oklahoma as surplus, and authorizing the General Manager/Administrator to dispose of the property as provided for in the Real Estate Agreement.

SECTION 2. Approving the Terms and Conditions of the Real Estate Agreement. The Trustees of the Midwest City Utilities Authority hereby approve that certain “Agreement for the Purchase and Sale of Real Estate”, dated as of its date of execution, by and between the Utilities

Authority and the Company (the “Real Estate Agreement”), in substantially the form submitted at this meeting, with such changes as made be hereafter approved by the Chairman of the Utilities Authority.

SECTION 3. Authorizing and Directing Execution and Delivery of the Real Estate Agreement and All Related Instruments. The Chairman and the Secretary are hereby authorized and directed to execute and deliver the Real Estate Agreement and such other instruments as may be necessary or appropriate in order to effectuate the execution and delivery of the Real Estate Agreement.

PASSED AND APPROVED by the Chairman and Trustees of the Midwest City Utilities Authority this _____ day of November 2025.

MIDWEST CITY UTILITIES AUTHORITY

Matthew D. Dukes II, Chairman

ATTEST:

Sara Hancock, City Secretary

APPROVED as to form and legality this _____ day of November 2025.

Don Maisch, Counselor

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for Purchase and Sale of Real Estate ("Agreement") made and entered into this ____ day of _____, 2025 ("Effective Date"), by and between the Midwest City Utilities Authority, an Oklahoma public trust (the "Seller"), and Stingray Volleyball Academy LLC, an Oklahoma Limited Liability Company, or permitted assigns (the "Buyer"), is made with reference to the following facts:

(i) Seller owns a certain tract of real property containing 373,085.99 square feet, located in Oklahoma County, Oklahoma, more particularly described on Exhibit "A," attached hereto and made a part hereof ("Overall Property").

(ii) Seller desires to sell and Buyer desires to purchase a portion of the Overall Property, containing approximately 180,000 square feet ($\pm$ 4.13 gross acres), as approximately described on Exhibit "B" attached hereto and made a part hereof, all improvements thereon and appurtenances thereunto belonging ("Property"), in accordance with the terms, conditions and provisions of this Agreement. The final legal description and square footage of the Property shall be determined by the Survey, as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other fair and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale. Seller agrees to sell, and Buyer agrees to purchase, the Property for the consideration and on the terms hereinafter provided, free and clear of all mortgages, security interests, liens, encumbrances and charges whatsoever.

2. Purchase Price. The purchase price for the Property shall be calculated on the basis of Four Dollars (\$4.00) per square foot of land contained in the Property, payable as follows:

2.1. Earnest Money. The sum of Fifty Thousand Dollars (\$50,000.00) (the "Earnest Money") shall be delivered to Chicago Title Oklahoma, Attn: Kevin T. O'Shields, 210 Park Avenue, Suite 210, Oklahoma City, Oklahoma 73102; (405) 810-2400; Kevin.Oshields@ctt.com (the "Escrow Agent"), within two (2) business days of the execution of this Agreement by both parties, and shall be held by said Escrow Agent under the terms and conditions of this Agreement, to be applied to the Purchase Price payable at Closing. The Escrow Agent may place said Earnest Money in an interest-bearing account, and the party to whom said Earnest Money is ultimately delivered shall receive any such interest earned.

2.2. Cash. The balance of the Purchase Price shall be paid by Buyer to Seller by bank cashier's or certified check or wire transfer, at Closing.

3. Closing. The consummation of the transaction and the delivery of the documents referred to herein shall occur at the "Closing". The Closing shall take place within thirty (30) days following the later to occur of: (a) approval and completion of the Subdivision and PUD Amendment as set forth in Sections 8.7 and 8.8 below, and (b) the expiration of the Access and Feasibility Study Period (defined below). The Closing shall take place at the office of the Escrow Agent or by mail-away closing.

4. Title and Survey Material.

4.1. Title Commitment. Following the Effective Date, Buyer shall obtain a commitment for title insurance from Chicago Title Insurance Company on said Property ("Title Commitment") showing a merchantable title in the Seller, according to the standards adopted by the Oklahoma Bar Association, free and clear of all liens and encumbrances except those shown herein.

4.2. Survey. Following receipt of Subdivision approval (set forth in Section 8.7 below), Seller shall obtain and deliver to Buyer an ALTA survey of the Property in a form acceptable to induce survey protection under the Title Commitment called for herein ("Survey"). The cost of the Survey shall be paid by Seller.

4.3. Title and Survey Review. The Buyer shall have twenty (20) days, following receipt of the Title Commitment and Survey ("Title Review Period"), to have the Title Commitment and Survey examined and furnish any objections in writing to the Seller, or its agents herein, as to exceptions, defects or conditions shown on the Title Commitment or Survey ("Buyer's Objections"). Seller have no obligation to attempt to remove, satisfy or otherwise cure any of Buyer's Objections, however Seller shall have not to exceed five (5) business days from the receipt of Buyer's Objections to notify Buyer in writing that: (i) Seller will cure all or certain of Buyer's Objections as of or prior to Closing, or (ii) Seller will not cure all or certain of Buyer's Objections ("Seller's Cure Period"). If Seller fails to deliver the foregoing notice with respect to all or any of Buyer's Objections on or prior to the expiration of the Seller's Cure Period, then Seller shall be deemed to have elected option (ii) above with respect to any such Buyer's Objections. If Seller elects not to cure (or has deemed to have elected not to cure) any or all of Buyer's Objections, Buyer may, as Buyer's sole and exclusive remedies (a) waive said Buyer's Objections and proceed to Closing without any reduction of the Purchase Price, or (b) only by notice to Seller given on or prior to the expiration of five (5) business days after the expiration of Seller's Cure Period, terminate this Agreement, in which event the Earnest Money shall be released to Seller, and Seller and Buyer shall have no further obligations hereunder (except as otherwise expressly provided herein).

4.4. Updated Title Documents. If the Title Commitment or a Survey is revised or any new exception document(s) is delivered, Buyer may object to any new matter revealed in the revised Title Commitment or Survey or new exception document(s)

within the same time stated in paragraph 4.3 to make objections beginning when the revised Title Commitment, Survey, or exception document(s) is delivered to Buyer.

5. Representations and Warranties.

5.1. Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

(a) **Condemnation.** Seller has no knowledge and has not received any written notice that the Property, or any part thereof, is or will be the subject of or affected by any condemnation, eminent domain, or similar proceeding.

(b) **Litigation.** To Seller's knowledge, there is no existing or threatened action, suit or proceeding affecting the Property, or any part thereof, or relating to or arising out of the ownership and use of the Property or any part thereof, in any Court or before or by any Federal, State, County or Municipal department, commission, board, bureau, agency or governmental instrumentality.

(c) **Legal Compliance.** To Seller's knowledge, Seller has complied with all Federal, State and local laws and administrative regulations relating to the ownership of the Property.

(d) **Options.** Seller has not granted to any person, firm or other entity a right or option to acquire the Property, or any part thereof, which has not been heretofore terminated in full.

(e) **Taxes.** All general taxes and special assessments relating to the Property due and payable with respect to calendar years prior to the year of Closing shall have been paid in full and discharged prior to Closing.

5.2. Buyer's Representations and Warranties. The Buyer represents and warrants to Seller that Buyer has the authority and power to enter into and carry out the provisions of this Agreement; and that the execution and performance of this Agreement will not conflict with or result in any breach of the terms and provisions of any instrument or agreement to which Buyer is a party.

5.3. Survival. The foregoing representations and warranties of Seller and Buyer shall survive the Closing for a period of one (1) year.

6. Access and Feasibility Study. Seller shall provide Buyer, Buyer's agents and employees, access to the Property for the purpose of conducting, at Buyer's sole cost, liability and expense, (from which Buyer shall indemnify and hold Seller harmless), feasibility, adequacy of drainage, environmental, engineering and topographic studies,

including inspections, surveys, test borings, soil analyses and all other studies, tests, inspections, analyses and surveys reasonably necessary in the opinion of Buyer to establish to Buyer's satisfaction that the Property is suitable for Buyer's intended use. All of Buyer's obligations hereunder shall be subject to such studies, tests, inspections, analyses and surveys. If, within two hundred ten (210) days after the Effective Date ("Access and Feasibility Study Period"), Buyer should determine that the Property is unsuitable, Buyer may, at Buyer's option, (i) accept the condition of the Property and proceed to Closing; or, (ii) terminate this Agreement by notice in writing to Seller, in which event after the return of the Earnest Money and any interest to Buyer, neither party shall have any further obligations to the other hereunder. Upon the expiration of the Access and Feasibility Study Period, if Buyer has not elected to terminate the Agreement, the Earnest Money shall become non-refundable, except in those circumstances as specifically provided for herein.

7. Condition of Property. Pending Closing, Seller shall maintain the Property in the condition existing as of the date hereof, ordinary wear and tear excepted.

8. Conditions Precedent. The obligation of Buyer hereunder at Closing shall be subject, at Buyer's option, to the following conditions:

8.1. Performance by Seller. The Seller shall perform all its obligations to be performed hereunder at or prior to Closing.

8.2. Representations and Warranties. All representations and warranties of the Seller hereunder shall be true and correct as of Closing.

8.3. Title. Marketable title to the Property shall be vested in Seller in fee simple absolute, subject to no mortgage, pledge, lien, encumbrance, security interest or charge, except such matters as shall have been approved by Buyer in writing. "Marketable title" shall be determined according to current title standards adopted by the Oklahoma Bar Association.

8.4. Condemnation. Neither the Property, nor any part thereof, shall have been condemned by any authority having that right and power, nor shall the Property or any part thereof be the subject of any pending or threatened eminent domain proceeding.

8.5. Alteration. Neither the Property, nor any part thereof, shall have been materially altered prior to Closing.

8.6. Environmental Audit. As of the Effective Date, Seller has provided Buyer with an existing Phase I and limited Phase II of the Property. Buyer shall have the absolute right to obtain, at Buyer's expense, an updated Phase I and/or Phase II Environmental Audit to determine that the Property is suitable for the needs of Buyer. Buyer shall have until the expiration of the Access and Feasibility

Study Period to notify Seller of the acceptability of such Audit. If no notice is given to Seller by Buyer within such time, the Audit shall be deemed acceptable.

8.7. Subdivision. Upon Escrow Agent's receipt of the Earnest Money, Seller shall submit a minor plat application to the City of Midwest City to subdivide the Overall Property into two (2) separate lots, one of which shall be the Property ("Subdivision"). The Subdivision process may take up to ninety (90) days to complete. If Seller is unable to obtain the necessary approvals to obtain the Subdivision, Buyer may terminate this Agreement upon written notice to Seller and Buyer's Earnest Money shall be returned to Buyer and the parties shall have no further obligations to the other hereunder.

8.8. Rezoning/PUD Amendment. The Buyer intends to use the Property to construct a 25,760 square foot indoor sports facility in addition to three (3) illuminated, covered regulation-size sand volleyball courts, three (3) illuminated open regulation-size sand volleyball courts, and three (3) non-illuminated grass athletic fields capable of hosting flag football, soccer and other outdoor sports. ("Intended Use"). The Property is currently zoned as PUD PC-1766, which must be amended to allow the Property to be used for Buyer's Intended Use ("PUD Amendment"). Additionally, Buyer understands that Seller has an inherent interest in the use of the Property and agrees that the PUD Amendment shall also include certain prohibited uses of the Property, which shall be incorporated into the PUD Amendment application. Upon receipt of approval of the Subdivision, Seller shall make application with the City of Midwest City to commence the PUD Amendment process, which may take up to ninety (90) days to complete. If Seller is unable to obtain the necessary approvals to obtain the PUD Amendment, Buyer may terminate this Agreement upon written notice to Seller and Buyer's Earnest Money shall be returned to Buyer and the parties shall have no further obligations to the other hereunder.

9. Conditions Precedent to Seller's Obligations. The Seller's obligations hereunder shall be subject, at its option, to the conditions that Buyer perform all Buyer's obligations to be performed hereunder at or prior to Closing and that all representations and warranties of the Buyer hereunder are true and correct as of Closing.

10. Termination of Agreement.

10.1. Termination. Either party may terminate this Agreement, at or prior to Closing, by written notice to the other party if any of the conditions precedent to that party's obligations hereunder shall have not been satisfied within the times prescribed herein.

10.2. Return of Earnest Money and Interest to Buyer. If this Agreement is terminated by Buyer on account of Seller's failure or inability to satisfy any

condition precedent to Closing, and Buyer is unwilling to waive such condition, neither party shall have any further obligations hereunder except that Escrow Agent shall promptly refund to Buyer the Earnest Money delivered in escrow pursuant to paragraph 2.1 hereof.

10.3. Delivery of Earnest Money and Interest to Seller. In the event Buyer refuses or is unable to close the transaction described herein despite the satisfaction of all conditions precedent to Buyer's obligations hereunder, Escrow Agent shall deliver the Earnest Money delivered in escrow, pursuant to paragraph 2.1 hereof, to Seller as full and complete liquidated damages, and without further liability of either party to the other and, in such event, neither party shall have any further obligations hereunder.

10.4. Specific Enforcement. In the event that Seller refuses or is unable to close this transaction despite the satisfaction of all conditions precedent to Seller's obligations hereunder, Buyer shall be entitled, at Buyer's option, to specifically enforce the terms of this Agreement. The prevailing party shall be awarded reasonable attorney fees and costs.

11. Transactions at Closing. The following transactions shall take place at Closing:

11.1. Warranty Deed. A General Warranty Deed, in Oklahoma statutory form and describing the Property, shall be executed and delivered by Seller to Buyer.

11.2. Documentary Stamp Taxes. Seller shall pay all sums necessary for the purchase of Documentary Stamps required to be affixed to the Warranty Deed under Oklahoma law.

11.3. Proration of Taxes. All Ad Valorem Taxes accruing or assessed with respect to the Property during the calendar year of Closing shall be prorated on the basis of the calendar year of Closing between Buyer and Seller as of the date of Closing. If the amount of such general taxes cannot be ascertained at Closing, such proration shall be on the basis of taxes assessed with respect to the previous calendar year, but shall be subsequently adjusted when such determination can be made.

11.4. Payment. Buyer shall pay to Seller, by certified or bank cashier's check or wire transfer, all sums owed under subparagraph 2.2 hereof, and the amount held by Escrow Agent in accordance with paragraph 2.1 hereof shall be delivered to Seller.

12. Cooperation of Seller. Seller shall deliver to Buyer, within ten (10) days after the Effective Date, any surveys, prior title policies, environmental reports, or soil reports, pertaining to the Property that the Seller has in its possession.

13. Expenses. Except as otherwise provided herein, expenses shall be paid as follows: a) Abstracting, title commitment and title policy: Buyer; b) Survey: Seller; c) Closing or escrow fee: ½ Seller, ½ Buyer; d) Documentary Stamps: Seller; e) Mortgage Tax: Buyer; f) Loan costs: Buyer. Each party will bear and pay its own expenses and professional fees of negotiation and consummating the transactions contemplated hereby.

14. Brokers. The parties agree that there has been no broker, finder or other intermediary involved in this transaction and each party shall indemnify the other against all loss, cost, damage or expense, including attorney fees, should any such broker, finder or intermediary make any claim against the nondefaulting party.

15. Notices. All notices, requests, demands, instructions, other communications called for hereunder or contemplated hereby shall be in writing and shall be deemed to have been given if sent by overnight delivery, email transmission, personally delivered in return for a receipt, or if mailed by registered or certified mail, return receipt requested, three days after the date of such mailing, to the parties at the addresses set forth below. Any party may change the address to which notices are to be given hereunder by giving notice in the manner herein provided.

15.1. Seller. Notices to Seller shall be addressed as follows:

Midwest City Utilities Authority
Attn: Robert Coleman
100 N. Midwest Boulevard
Midwest City, OK 73110-4327
Phone: (405) 739-1218
Email: rcoleman@midwestcityok.org

Copy to:

Katharine C. Oakley
3048 N. Grand Boulevard
Oklahoma City, OK 73107
Phone: (405) 659-2045
Email: katieoakley786@gmail.com

15.2 Buyer. Notices to Buyer shall be addressed as follows:

Stingray Volleyball Academy
Attn: Toriano Sands, Director
3414 NW 25th Street
Oklahoma City, OK 73107
Phone: (405) 924-4594
Email: Toriano@gmail.com

Copy to:

Rubenstein & Pitts PLLC
Attn: Todd A. McKinnis

Phone:
Email:

16. Time of the Essence. Time shall be of the essence with respect to the performance by the parties of their respective obligations hereunder.

17. Whole Agreement – No Oral Modifications. This Agreement embodies all the representations, warranties and agreements of the parties hereto and may not be altered or modified except by an instrument in writing signed by the parties.

18. Benefit of Agreement. This Agreement shall be binding and inure to the benefits of the parties and their respective heirs, successors and assigns.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma applicable to contracts.

20. Counterparts and Signatures. This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same instrument. Confirmed facsimile and electronic signatures are binding.

21. Offer Available. The foregoing offer is made subject to acceptance in writing hereon by the Seller on or before 5:00 p.m. Central Time, the ____ day of _____, 2025, and the return of an executed copy to the undersigned of this document. If not so accepted, this offer shall be deemed withdrawn and of no force and effect.

22. Miscellaneous Provisions. The parties agree as follows:

(a) **Formal Approval of Agreement.** Buyer acknowledges that this Agreement and the Closing contemplated hereunder are wholly contingent upon the Seller obtaining the formal approval of the Midwest City Utilities Authority in an open meeting.

(b) **Warranty Deed Restriction.** Buyer acknowledges that the Warranty Deed shall contain language that the Property shall remain on the tax rolls of Oklahoma County and the City of Midwest City in perpetuity so that the Property shall never be exempt from taxes, regardless of the status of the owner of the Property.

(c) Economic Development Assistance Agreement. Seller has agreed to provide Buyer with certain incentives in exchange for the timely development of the Property pursuant to the terms set forth in the Economic Development Assistance Agreement ("Development Agreement"), a draft of which is attached hereto as Exhibit "C". The Development Agreement shall be executed by Buyer and Seller at or prior to Closing.

(d) Repurchase Right. As a condition of this sale, Seller retains the right to repurchase the Property at the same purchase price of \$4.00 per square foot, should Buyer or any subsequent owner fail to commence construction on the Property for Buyer's Intended Use within one hundred eighty (180) days after the date of Closing. For purposes of this repurchase right, "commence construction" shall mean any work undertaken on the Property following the issuance of a Soil Disturbance Permit. This right of repurchase may be exercised by written notice to Buyer by Seller. The language contained in this provision shall be included in the Warranty Deed delivered to Buyer at Closing. If Buyer does not commence construction (as defined above) within such 180-day period, Seller shall have a period of two hundred forty (240) days following the date of Closing to notify Buyer in writing of its election to exercise this repurchase right and a period of two hundred seventy (270) days following the date of Closing to close on the repurchase of the Property from Buyer. In the event Seller does not exercise its repurchase right within two-hundred forty (240) days of the date of Closing, then this repurchase right shall automatically terminate and no further document shall need to be recorded to terminate such repurchase right.

(e) 1031 Exchange. Seller and/or Buyer agree to execute any and all documents necessary to effectuate a 1031 tax deferred exchange on the behalf of Seller and/or Buyer so long as such execution does not result in any expense to the non-participating party.

(f) Assignment. Buyer may not assign this Agreement without Seller's written consent, which shall be in Seller's sole discretion.

(g) Disclaimer of Warranties. At time of Closing, except for the warranty of title set forth in the deed of conveyance, and as otherwise set forth herein, Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (i) the nature and condition of the Property including, without limitation, the water, soil and geology, and the suitability thereof and of the

Property for any and all activities and uses which Buyer may elect to conduct thereon, and the existence of any environmental hazards or condition thereon (including the presence of asbestos) or compliance with all applicable laws, rules or regulations; (ii) the nature and extent of any right of way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iii) the compliance of the Property or its operation with any laws, ordinance or regulations of any governmental or other body. Buyer acknowledges that it will have an opportunity to occupy and inspect the Property and that it will be relying solely on its own investigation of the Property and not any determinations made by or information provided or to be provided by Seller or Seller's representatives. Buyer further acknowledges that its information with respect to the Property will be obtained from a variety of sources, and Seller a) has not made, and will not make, any independent investigation or verification of such information; and b) does not make any representations as to the accuracy or completeness of any such information, and the sale of the Property as provided for herein is made on an "As Is", "Where Is" basis and "With all Faults", and Buyer expressly acknowledges that, in consideration of the agreements of Seller herein, except as otherwise specified herein, Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, habitability, merchantability, tenantability or fitness for a particular purpose, in respect of the Property. The terms and provision of this paragraph shall survive the Closing of the sale and shall not be deemed to merge into the deed and other documents delivered at such Closing.

(h) Unlawful and Illegal Acts. Buyer nor Seller shall engage, nor be involved in any manner, in any unethical, discriminatory, or illegal business practices or transactions with any person or entity. Nor shall Buyer engage in business with any country, entity or person that supports terrorism or with which the United States government does not approve conducting business. Without limiting the generality of the foregoing, Buyer and Seller represent and warrant that neither Buyer nor Seller, nor any person or entity who owns a direct interest in Buyer or is an officer, director, sits on advisory board, and/or serves in any official capacity of Seller, nor any of its subsidiaries, affiliates, directors, officers, agents, or employees is a terrorist, international narcotics trafficker, person engaged in the proliferation of weapons of mass destruction, or person with whom Buyer or Seller may be prohibited from doing business under laws, regulations, or executive orders administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Treasury Department. If any of the

foregoing representations is no longer true at any time prior to the date of Closing, the party hereto shall immediately notify the other.

(i) Escrow Agent. The parties agree that the duties of the Escrow Agent are purely administrative in nature and that the Escrow Agent shall not be liable for any error of judgment, fact, or law, or any act done or omitted to be done, except for its own gross negligence or willful misconduct. In the event a dispute arises with respect to the release of the Earnest Money, the Escrow Agent shall retain the Earnest Money until one of the following occur: (i) A written release is executed by Buyer and Seller agreeing to its disbursement; or (ii) Interpleader of legal action is filed, at which time the Earnest Money shall be deposited with the Court Clerk.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and
year first above written.

"SELLER"

MIDWEST CITY UTILITIES AUTHORITY,
an Oklahoma public trust

By: _____
Name: _____
Title: _____

"BUYER"

STINGRAY VOLLEYBALL ACADEMY LLC

By: _____
Name: _____
Title: _____

RECEIPT FOR DELIVERY OF EARNEST MONEY

The undersigned hereby acknowledges receipt, this _____ of _____, 2025, from Stingray Volleyball Academy LLC of the sum of Fifty Thousand Dollars (\$50,000.00), pursuant to paragraph 2.1 of the foregoing Agreement for Purchase and Sale of Real Estate. The undersigned agrees that such funds will be held and applied in strict accordance with the terms, conditions and provisions of said Agreement.

CHICAGO TITLE OKLAHOMA

By: _____
Escrow Agent

EXHIBIT "A"

Overall Property Description

Lot 4 of SOLDIER CREEK INDUSTRIAL PARK, an Addition to the City of Midwest City, Oklahoma County, Oklahoma.

EXHIBIT "B"

Property Description

The northern 180,000 square feet of Lot 4 of SOLDIER CREEK INDUSTRIAL PARK, an Addition to the City of Midwest City, Oklahoma County, Oklahoma.

EXHIBIT "C"

Economic Development Incentive Agreement

RPSC - Outdoors

Outdoor Improvements

- Three (3) illuminated, covered, regulation-size sand volleyball courts.
- Three (3) illuminated, regulation-size sand volleyball courts.
- Three (3) illuminated, covered outdoor regulations-size pickleball courts.
- Three (3) natural grass fields suitable for flag football, soccer and other outdoor sports.
- Parking for a minimum of 150 vehicles along with the appropriate number of handicapped accessible spaces.



RPSC - Indoor Facility

Indoor Multi-Purpose Facility

The proposed 26,760 ft.² indoor facility will have enough floor area for five (5) courts capable of accommodating basketball, gymnastics, pickleball, table tennis, volleyball, wrestling and other sports and special events. It will have locker rooms and restrooms for men and women in addition to a snack bar, a small dining area and administrative offices. It will be equipped with state-of-the-art technology to enhance the players' experience, which will include video analysis tools, electronic scoreboards, and live streaming capabilities.





Red Plains Sports Complex - Campus

Location: 2100 Soldier Street





RED PLAINS SPORTS COMPLEX

SOLDIER CREEK INDUSTRIAL PARK

MIDWEST CITY, OK



PUBLIC DISCUSSION

