



CITY COUNCIL AGENDA





CITY OF MIDWEST CITY MEETINGS FOR May 27, 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.



CONSENT AGENDA





CITY OF MIDWEST CITY COUNCIL AGENDA

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

May 27, 2025 – 6:00 PM

Presiding members: Mayor Matthew Dukes

Ward 1 Susan Eads

Ward 3 Rita Maxwell

Ward 5 Sara Bana

Ward 2 Pat Byrne

Ward 4 Marc Thompson

Ward 6 Rick Favors

City Staff:

City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. **CALL TO ORDER.**

B. **OPENING BUSINESS.**

- Invocation by Assistant City Manager Vaughn Sullivan
- Pledge of Allegiance
- 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 April 22, 2025 minutes. (City Clerk - S. Hancock)
2. Discussion, consideration, or possible action to approve the minutes of the May 8, 2025 special meeting. (City Clerk - S. Hancock)
3. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2024-2025, increase: Interservice Fund, revenues/Transfers In (00) \$3,375; expenditures/Fleet Maintenance (25) \$3,375. Grant Fund, revenues/Intergovernmental (62) \$11,237; expenditures/Police (62) \$11,237. Northside TIF fund, expenditures/Economic Development (87) \$267,076. Grant Funds, revenues/Intergovernmental (57) \$470,000; expenditures/Capital Improvements (57) \$470,000. (Finance - T. Cromar)
4. Discussion, consideration and possible action of approving an amendment to ordinance number 3585 which amended the Midwest City Municipal Code, to de-annex a portion of Midwest City (Riverside Mobile Home Park) and to transfer ownership of water and sewer lines within the Mobile Home Park to the owner of said Park. (D. Maisch – City Attorney).

- [5.](#) Discussion, consideration, and possible action of approving a maintenance and services contract with Oklahoma Mountain Bike Association, Inc., for landscape improvements and maintenance of mountain bike trails at the SCIP Recreational Trail. (Public Works - R. Paul Streets)
- [6.](#) Discussion, consideration, and possible action regarding the Administrative Services Agreement with Health Care Services Corporation to provide administrative services for the Employee Health Benefits Plan for the FY 2025-2026 for a net cost of \$67.23 per employee per month. (Human Resources - T. Bradley)
- [7.](#) Discussion, consideration and possible action of appointing four (4) of the seven (7) members to the Traffic and Safety Commission for a term of three (3) years. (D. Maisch – City Attorney).
- [8.](#) Discussion, consideration and possible action of declaring as surplus 1) one hundred and sixty (160) firearms of various calibers and authorizing their disposal by trade-in towards future purchases with COPS Gun Shop (OKC) for a trade-in amount of \$18,795.00 and 2) surplus of the found property and seized non-drug evidence on the attached lists and authorizing disposal through sealed bid, public auction, or destruction if necessary. (G. Wipfli-Police Chief)
- [9.](#) Discussion, consideration, and possible action declaring (2) drafting tables as surplus and authorizing disposal through sealed bid, public auction, or other means as necessary. (Community Development - M. Summers)
- [10.](#) Discussion, consideration, and possible action of 1) declaring various computer equipment and other miscellaneous items of City property as obsolete, defective, or replaced; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary. (Information Technology - A. Stephenson)

D. DISCUSSION ITEMS.

- [1.](#) (MP-00021) Public hearing, discussion, consideration, and possible action to consider approval of the Minor Plat of RS & Sons Investments for the property described as a tract of land lying in the Northwest Quarter (NW/4) of Section Six (6), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 10319 Le Jean Dr., Midwest City, OK. (Community Development - M. Summers)
- [2.](#) (MP-00022) Public hearing, discussion, consideration, and possible action to consider approval of the Minor Plat of O'Reilly Automotive First Subdivision for the property described as the South Half of the East Half of the Southwest Quarter of the Southeast Quarter (S/2 E/2 SW/4 SE/4 SE/4) of Section One (1), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 9809 SE 15th St., Midwest City, Oklahoma. (Community Development - M. Summers)

3. (PC-2214) Public hearing, discussion, consideration, and possible action approving an ordinance amending Midwest City Code, Appendix A, Zoning Regulations, Section 5, Supplemental Regulations, Part 5.2., Screening and Landscaping; Subpart 5.2.5., General Landscaping Requirements; Section 7, Development Review Procedures; Part 7.6., Special Use Permit; Subpart 7.6.3., Criteria for Special Permit Approval; and providing for repealer and severability. (Planning & Zoning - M. Summers)
 4. Discussion, consideration, and possible action of awarding the bid to and approving contracts with Mocon Pacific, Inc. and PM Construction & Rehab, LLC, to complete trenchless stormwater pipe restoration at five (5) locations and authorizing the City Manager to execute the contracts. (Public Works - R. Paul Streets)
 5. Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 42, Trees; Article II, Tree Board, Sections: 42-24, Members; 42-25, Officers; 42-26, Standing Committees; 42-27, Meetings required; 42-29, Reserved; 42-30, General powers; 42-31, Duties and responsibilities; 42-32, Entry powers; 42-38, Reserved; 42-39, Reserved; and providing for a repealer, and severability. (D. Maisch – City Attorney).
 6. Discussion, consideration and possible action of approving a resolution re-adopting the City of Midwest City's Police Community Advisory Board. (G. Wipfli – Police Chief and D. Maisch – City Attorney).
 7. Discussion, consideration and possible action of rendering a determination on an appeal filed by Marcel Radcliff, Hilltop Mobile Home Park concerning notices issued in accordance with Chapter 23 and Chapter 27 of the City Ordinances of the City of Midwest City. (M. Stroh – Director, Neighborhood Services and M. Summers – Director, Community Development).
- E. NEW BUSINESS/PUBLIC DISCUSSION. “In accordance with State Statue Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Council on any subject not scheduled on the regular agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.”
- F. FURTHER INFORMATION.
1. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager for April 2025. (Human Resources - T. Bradley)
 2. Review of the March 18, 2025 Board of Adjustment Meeting Minutes. (Community Development - M. Summers)
 3. Review of the April 1, 2025 Planning Commission Meeting Minutes. (Community Development - M. Summers)
 4. Review of the City Manager's Report for the month of April 2025.(Finance - T. Cromar)
- G. ADJOURNMENT.

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).

City of Midwest City Council Minutes

April 22, 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 6:00 PM with the following members present:

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

OPENING BUSINESS.

Invocation was given by Assistant City Manager Vaughn Sullivan. Pledge of Allegiance was led by High School ROTC Cadets Alcala, Smith and Mills. The Mayor presented Mayoral Proclamations for the following: CAHS Boys Swimming Team's 2025 State Championship, Carl Albert Girls Swim Team, 2025 State Runner-up, Fair Housing Month, National Animal Control Officer Week, National Public Safety Telecommunications Week, Super Recycling Month, and National Arbor Day. City Manager Lyon made community-related announcements and comments.

CONSENT AGENDA.

Bana made a motion to approve the consent agenda with the exception to pull item #7, seconded by Byrne. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

1. Discussion, consideration and possible action to approve the March 25, 2025 meeting minutes.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2024-2025, increase: Reimbursed Projects Fund, revenues/Intergovernmental (15) \$1,000; expenditures/Neighborhood Services (15) \$1,000. Park & Recreation fund, expenditures/Park & Recreation (06) \$75,000. Reimbursed Projects Fund, revenues/Intergovernmental (64) \$6,338; expenditures/Fire (64) \$6,338. Interservice Fund, revenues/Miscellaneous (00) \$15,826; expenditures/Fleet Maintenance (25) \$15,826. Grants Fund, revenues/Intergovernmental (25) \$62,500; expenditures/Transfers Out (25) \$62,500; revenues/Intergovernmental (41) \$80,000; expenditures/Transfers Out (41) \$80,000; revenues/Intergovernmental (43) \$107,500; expenditures/Transfers Out (43) \$107,500. Interservice Fund, revenues/Transfers In (00) \$62,500; expenditures/Fleet Maintenance (25) \$62,500. Grants Fund, revenues/Intergovernmental (09) \$541,534; expenditures/Transfers Out (09) \$541,534; revenues/Intergovernmental (41) \$509,496; expenditures/Transfers Out (41) \$509,496; revenues/Intergovernmental (42) \$175,279; expenditures/Transfers Out (41)

\$175,279; revenues/Intergovernmental (61) \$107,797; expenditures/Transfers Out (61) \$107,797; revenues/Intergovernmental (72) \$250,943; expenditures/Transfers Out (72) \$250,943. General Gov't Sales Tax Fund, revenues/Transfers In (09) \$541,534; expenditures/Street Department (09) \$541,534. 2002 G.O. Street Bond Fund, expenditures/Transfers Out (00) \$47,392. Capital Improvements Fund, revenues/Transfers In (00) \$47,392. 04/22/25 Decrease: 2002 G.O. Street Bond Fund, expenditures/Street Bond (69) (01) \$42,893.

3. Discussion, consideration, and possible action regarding renewing a contract for a Stop Loss Policy with HCC Life Insurance Company through Stealth Partner Group, LLC, to provide and administer specific and aggregate stop loss coverage for the Employee Health Benefits Plan for the fiscal year 2025-2026 at the rate of \$8.26 per employee per month for an annual attachment point of \$11,817,725.04 and \$115.12 per employee per month for a specific attachment point of \$150,000 per covered person.
4. Discussion, consideration, and possible action to submit the Midwest City official votes for 1) Incumbent, Lindsey Grigg-Moak, City Clerk of El Reno, and 2) Incumbent, Vickie Patterson, City Manager of Broken Bow to serve on the Oklahoma Municipal Assurance Group Board.
5. Discussion, consideration, and possible action regarding the health premiums for the fiscal year 2025-26 in amounts necessary to cover the projected expenditures and for the Employee Health Fund to be actuarially sound, and the adoption of the Employee Life and Health Committee recommendations for the Health Plan.
6. Discussion, consideration and possible action of appointing six of the nine members to the newly created Trades' Advisory Board for a three (3) year term commencing on May 1, 2025 through April 30, 2028.
8. Discussion, consideration, and possible action of declaring eight (8) thermal image cameras as surplus and authorizing disposal by public auction, sealed bid or other means as necessary, but to be restricted to emergency services or related buyers.
9. Discussion, consideration and possible action declaring the attached Street Department list of items as surplus and authorizing disposal by public auction, sealed bid or by other means as necessary.
10. Discussion, consideration, and possible action declaring a Savin MPC4503 copier as surplus and authorizing disposal by public auction, sealed bid, or other means as necessary.
11. Discussion, consideration, and possible action to declare (5) 2014 Chevrolet Caprices and their contents, as surplus and authorizing disposal by public auction, sealed bid or other means necessary.
12. Discussion, consideration, and possible action of 1) declaring various computer equipment and other miscellaneous items of City property as obsolete, defective, or replaced; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary.

7. Discussion, consideration, and possible action of 1) reappointing the following list of Municipal Judges, consisting of David Howell, Joanne Horn, Lorenzo Banks and Joel Porter; and 2) reappointing Farley Ward as an alternative.

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

DISCUSSION ITEMS.

1. (PC-2211) Public hearing, discussion, consideration, and possible action to consider approval of the Preliminary Plat of Element Office Park for the property described as a part of the Southeast Quarter (SE/4) of Section Six (6), Township Eleven (11) North, Range One (1) West of the Indian Meridian in Oklahoma County, Oklahoma located at 10505 SE 15th Street, Midwest City, Oklahoma.

Summers address the council on the matter. After Council and Staff discussion, Favors made a motion to approve, seconded by Byrne. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

2. (PC-2212) Public hearing, discussion, consideration, and possible action to consider approval of the Preliminary Plat of Element for the property described as A tract or parcel located in the Northeast Quarter (NE/4) of Section Seven (7), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma.

Summers addressed the council on the matter. Byrne made a motion to approve with additional agreements already discussed, seconded by Favors. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

3. Discussion, consideration and possible action of approving amendments to the City of Midwest City's City Council Candidate Questionnaire.

Maisch addressed the Council. After Council and Staff discussion, Eads made a motion to Take No Action and bring back to the May 27, 2025 meeting, seconded by Byrne. Voting Aye: Eads, Byrne, Maxwell, Bana, Favors and Dukes. Nay Voting Aye: Eads, Byrne, Maxwell, and Bana, Nay: Thompson, Favors and Dukes. Motion Carried.

4. Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 42, Trees; Article II, Tree Board, Sections: 42-24, Members; 42-25, Officers; 42-26, Standing Committees; 42-27, Meetings required; 42-29, Reserved; 42-30, General powers; 42-31, Duties and responsibilities; 42-32, Entry powers;

42-38, Reserved; 42-39, Reserved; and providing for a repealer, and severability.

At 7:14 PM Eads left the meeting and returned at 7:17 PM; At 7:19 PM Eads left the meeting and returned at 7:23 PM.

At 7:23 PM Byrne left the meeting and returned at 7:26 PM.

Maisch, Sullivan, and Streets addressed the Council. After Council and Staff discussion, Maxwell made a motion to strike Standing Committees. After further Council and Staff Discussion, Maxwell rescinded motion. No Action was Taken.

5. Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration; Article VII, Traffic and Safety Commission; Sections: 2-94, Appointment of members; 2-95, Term of membership; 2-96, Officers terms; 2-97, Meetings; 2-99, Removal of members for absences; 2-101, Reserved; 2-102, Reserved; 2-103, Reserved; and providing for a repealer, and severability.

Maxwell made a motion to approve Ordinance 3592 including amending 60 days to 90 days and Mayor's nominee is the ADA Chairperson, seconded by Favors. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, and Favors. Nay: none. Motion Carried.

NEW BUSINESS/PUBLIC DISCUSSION.

Glenn Goldschleger of 1409 Evergreen addressed the council concerning the Fire department and Trees.

Kelly Hadnott of 804 S Meridian in OKC addressed the council concerning SBA Disaster Loans.

FURTHER INFORMATION.

1. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager for March 2025.
2. Review of the March 4, 2025 Planning Commission Meeting Minutes.
3. Review of the January 16, 2024 Board of Adjustment Meeting Minutes.
4. Review of the Communications & Marketing / CVB report for the 1st quarter, period ending March 31, 2025.
5. Review of the City Manager's Report for the month of March 2025.

ADJOURNMENT.

There being no further business, Mayor Dukes adjourned the meeting at 7:41 PM

ATTEST:

MATTHEW D DUKES II, Mayor

SARA HANCOCK, City Clerk

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

**Combined Minutes for the Midwest City
City Council, Municipal Authority, Memorial Hospital Authority,
Economic Development Authority and Utilities Authority
Special Meetings**

May 8, 2025

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

Vice Mayor Matt Dukes called the meeting to order at 5:05 PM with following members present:

Ward 1 Susan Eads	City Manager Tim Lyon
Ward 2 Pat Byrne	Asst. City Manager Vaughn Sullivan
Ward 3 Rita Maxwell	Director of Operations Ryan Rushing
Ward 4 Marc Thompson	City Attorney Don Maisch
Ward 5 Sara Bana	Finance Director Tiatia Cromar
	Public Works Director Paul Streets

Absent: Ward 5 Sara Bana
Ward 6 Rick Favors

DISCUSSION ITEM.

- 1. Discussion and review of 1) the various City budgets; and 2) the Midwest City Authorities' budgets including the Municipal Authority, the Memorial Hospital Authority, the Economic Development Authority, the Utilities Authority, and the Urban Renewal Authority for the fiscal year 2023-24.**

Item was announced and discussion was had. Discussion was led by City Manager, Tim Lyon and City Finance Director Tiatia Cromar. Staff and Council discussion was had. Assistant City Manager Vaughn Sullivan handed out plans for renovations to the Senior Center during the Senior Center portion of budget. During the discussion of OML and payment of dues, Councilmember Byrne handed out a petition of pending lawsuit.

At the conclusion of the discussion, no action was taken.

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 9:10 PM.

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: May 27, 2025

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2024-2025, increase: Interservice Fund, revenues/Transfers In (00) \$3,375; expenditures/Fleet Maintenance (25) \$3,375. Grant Fund, revenues/Intergovernmental (62) \$11,237; expenditures/Police (62) \$11,237. Northside TIF fund, expenditures/Economic Development (87) \$267,076. Grant Funds, revenues/Intergovernmental (57) \$470,000; expenditures/Capital Improvements (57) \$470,000.

The first supplement is needed to budget the transfer in from Surplus Property Fund and expenditures related to the purchase of emergency generators. The second supplement is needed to budget the 2024 Police JAG Grant from the US Dept of Justice. The third supplement is needed to budget the contract/agreement for American Glass Industries. The fourth supplement is needed to budget the amendment to the Land Water Conservation Fund (LWCF) grant for revenues and expenditures for Mid America Park Expansion.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

May 27, 2025

Fund INTERSERVICE FUND (080)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	3,375			
25	Fleet Maintenance			3,375	
		<u>3,375</u>	<u>0</u>	<u>3,375</u>	<u>0</u>
Explanation: To budget transfer in from Surplus Property Fund and expenditures related to the purchase of emergency generators.					

Fund GRANT FUNDS (143)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Intergovernmental	11,237			
62	Police			11,237	
		<u>11,237</u>	<u>0</u>	<u>11,237</u>	<u>0</u>
Explanation: To budget 2024 Police JAG Grant from US Dept of Justice.					

Fund NORTHSIDE TIF (354)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
87	Economic Development			267,076	
		<u>0</u>	<u>0</u>	<u>267,076</u>	<u>0</u>
Explanation: To budget the contract/agreement for American Glass Industries. Funding to come from future tax collections.					

SUPPLEMENTS

May 27, 2025

Fund GRANT FUNDS (143)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
57	Intergovernmental	470,000			
57	Capital Improvements			470,000	
		<u>470,000</u>	<u>0</u>	<u>470,000</u>	<u>0</u>
Explanation: To budget the amendment to the Land Water Conservation Fund (LWCF) grant for Mid America Park Expansion.					



City Attorney, Donald D. Maisch

100 N. Midwest Boulevard

Midwest City, OK 73110

DMaisch@midwestcityok.org

Office: 405.739.1203

www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Don Maisch
City Attorney

RE: Discussion, consideration and possible action of approving an amendment to ordinance number 3585 which amended the Midwest City Municipal Code, to de-annex a portion of Midwest City (Riverside Mobile Home Park) and to transfer ownership of water and sewer lines within the Mobile Home Park to the owner of said Park. (D. Maisch – City Attorney).

Date: May 27, 2025

In reviewing the legal description of the area to be de-annexed, it was discovered that a scrivener's error occurred and one of the ordinal directions was wrong. The word that was "South" in line 16, between the words "thence" and "89" needed to be changed to the word "North." The change is reflected in the attached ordinance amendment.

Approval of the amendment is at the discretion of the City Council.

Respectfully submitted,

Donald D. Maisch
City Attorney

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

ORDINANCE

Section 1. That pursuant to Title 11 of the Oklahoma Statutes, § 21-110(A)(1) the City of Midwest City *de-annexes* the following land:

A part of the Southeast Quarter (SE/4) of Section 28, Township 12 North, Range 2 West of the Indian Meridian, more particularly described as follows: Beginning at the Northwest Corner of said Southeast Quarter (SE/4); thence North 89° 40' 37" East on the North line of said Southeast Quarter (SE/4) for a distance of 1089.02 feet; thence Due South and parallel to the West Line of said Southeast Quarter (SE/4) for a distance of 1399.81 feet to the North Right-of-way line of the C.R.I. & P. Railroad; thence South 70° 05' 55" West on the North Right-of-Way line of said Railroad for a distance of 1158.17 feet to the West line of said Southeast Quarter (SE/4); thence Due North on the West line of said Southeast Quarter (SE/4) for a distance of 1800.19 feet to the point or place of beginning. Said described property containing 40.00 acres more or less.

Section 2. All water and sewer lines shall revert to the property owner(s) individually. The City of Midwest City shall maintain the water lines to the main meter, and the sewer lines to the lift stations. Each property owner shall be responsible for the water lines after the main meter and the sewer lines behind the lift stations.

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

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

PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
Oklahoma, this day of , 2025.

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ATTEST:

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

DONALD D. MAISCH, City Attorney



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: May 27, 2025

Subject: Discussion, consideration, and possible action of approving a maintenance and services contract with Oklahoma Mountain Bike Association, Inc., for landscape improvements and maintenance of mountain bike trails at the SCIP Recreational Trail.

Oklahoma Mountain Bike Association, Inc., and the City of Midwest City have reached an agreement through which Oklahoma Mountain Bike Association, Inc., will provide landscape improvements and maintenance of mountain bike trails at the SCIP Recreational Trail.

The maintenance and services contract is attached.

Approval is at the discretion of the Council.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

MAINTENANCE AND SERVICES CONTRACT

Public Works Department

This contract is made this 16th day of May, 2025, by and between the Oklahoma Mountain Bike Association, Inc. (hereinafter "SPONSOR") and the City of Midwest City (hereinafter "OWNER"). The parties hereto, for and in consideration of the benefits and payments hereinafter provided, do hereby covenant and agree as follows:

I. GENERAL LANDSCAPE MAINTENANCE TERMS AND CONDITIONS

It is understood that all improvements on public property become the property of the OWNER. The OWNER and SPONSOR recognize the need and desirability of landscape improvements and maintenance of mountain bike trails at the following LOCATION: SCIP Recreational Trail (hereinafter called the "LOCATION") and are entering into this agreement to permit the SPONSOR to provide installation and maintenance of landscape improvements on publicly owned property (See Exhibit "A" for map).

SPONSOR and OWNER acknowledge and agree to the following terms and conditions:

- A. **MAINTENANCE--** SPONSOR agrees to purchase all materials and provide all labor for the maintenance of trails at the LOCATION at its sole cost and expense. It is agreed that SPONSOR will use volunteers to maintain mountain bike trails and improvements in accordance with the original construction plans and specifications approved by the OWNER. SPONSOR shall bear the responsibility to provide repair and maintenance of the mountain bike trails for one (1) year from the date hereof.

Any major reroute or modification of structures shall be submitted to the Public Works Director for approval. Any reroute or modification of structures shall require written approval from the Public Works Director prior to work being done by SPONSOR.

It is expressly agreed that there will be periodic inspection of the LOCATION by OWNER and SPONSOR to assure proper ongoing maintenance of the facilities. Any repairs identified through this inspection will be accomplished by OWNER or SPONSOR, depending upon whose responsibility it is under the terms of this contract, within a period of time agreed upon by SPONSOR and OWNER.

- B. **TEMPORARY CLOSURE--** OWNER has authority to temporarily close the LOCATION due to safety issues at any time. SPONSOR must also notify OWNER of any safety issue that will require temporary closure of LOCATION. SPONSOR may temporarily close the LOCATION due to adverse weather conditions such that the trail system would be damaged by users in accordance with the stipulations of section L of this agreement.
- C. **LAWS--** SPONSOR agrees to comply fully with all applicable Federal statutes and regulations, Oklahoma statutes, and OWNER ordinances, policies, permits and procedures.
- D. **INSURANCE--** Volunteers whose activities are limited to general trail maintenance, litter pickup, supplemental mowing, edging, and similar activities shall not be required to be insured by SPONSOR. OWNER acknowledges that SPONSOR has no employees, and

operates solely through volunteers. SPONSOR agrees that any change in that status shall be timely reported to OWNER and the procurement of any necessary Workers Compensation Insurance by SPONSOR. Further, SPONSOR agrees to maintain in force a policy of General Liability Insurance, naming OWNER as an additional insured, with limits at least as follows:

Property Damage Liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) for any claim or to any claimant who has more than one claim for loss of or damage to property arising out of a single accident or occurrence; and subject to the same limit for each claimant, One Million Dollars (\$1,000,000.00) for any number of claims for loss of or damage to property arising out of a single accident or occurrence.

Personal or Bodily Injury Liability in an amount not less than One Hundred Seventy-five Thousand Dollars (\$175,000.00) to any claimant for his claim for personal or bodily injuries, including accidental death, arising out of a single accident or occurrence; and subject to the same limit for each claimant, One Million Dollars (\$1,000,000.00) for any number of such claims arising out of a single accident or occurrence.

When "certificates of insurance" are submitted, they shall be on a form acceptable to OWNER.

- E. **RELEASE--** Volunteers of SPONSOR shall sign an appropriate Acknowledgement and General Release if engaged in bridge or trail maintenance, litter pickup, edging, supplemental mowing, or similar activities. SPONSOR agrees to maintain said Acknowledgment and General Release in its records for a period of two years from the date of signature, and to provide access thereto upon written request from the OWNER.

SPONSOR agrees if any work will be done at the LOCATION by volunteers who are not employees of and not under any contract of employment with SPONSOR or the OWNER, volunteers will read and sign a copy of either Exhibit "B" or Exhibit "C" (the one that is appropriate) "ACKNOWLEDGMENT AND GENERAL RELEASE". SPONSOR further agrees any person under 18 years of age will not do any work without the written authorization of his/her parent or legal guardian as provided for on the release form for minors (see attachments). Release forms are the responsibility of SPONSOR to distribute, collect and maintain.

- F. **INDEMNIFICATION--** SPONSOR shall indemnify, defend, keep, and hold harmless the OWNER, its agents, officials, and employees against all suits or claims of any kind whatsoever arising out of or by reason of this agreement, its execution and/or its performance occasioned by the negligent act of SPONSOR.
- G. **TERMINATION--** Should SPONSOR fail to fulfill any of the terms or conditions, the OWNER may give written notice to SPONSOR to use diligence to correct such condition or default within thirty (30) days after receipt of such notice. The OWNER may, after the lapse of such thirty (30) days notice and failure by SPONSOR to correct or cure such default or condition, terminate this agreement; provided that if SPONSOR has commenced to cure or correct such default or condition within such 30 day period, SPONSOR will have a reasonable time after such thirty (30) day period within which to comply with said cure or corrections.

The OWNER may, without cause and without prejudice to any other right or remedy, elect to terminate the contract. In such case, the OWNER will provide thirty (30) days from delivery of a written notice to the SPONSOR.

- H. **SIGNS--** SPONSOR shall not install any signs in the landscape improvement areas without prior written approval of the Public Works Director. A drawing or drawings showing details of the design, location, size, type of lettering, installation methods, and the materials for the sign shall be submitted for review.
- I. **ENVIRONMENTAL--** SPONSOR agrees not to permit or introduce any chemical substance or hazardous material in or about the LOCATION by SPONSOR, its agents, employees, or contractors, without prior written consent of the Public Works Director. SPONSOR or SPONSOR's contractor will provide a list to the Public Works Director for review and approval of any "chemical substances" or "hazardous materials" to be used on the subject LOCATION (fertilizer, pesticide, herbicide, or insecticide) prior to such materials being applied. SPONSOR agrees to provide or cause to be provided a Safety Data Sheet (SDS) for all products, substances or materials to be applied to the LOCATION. SPONSOR agrees that all chemical substances or hazardous materials shall be applied to the LOCATION by a Certified Chemical Applicator in the State of Oklahoma. Proof of current license of the applicator shall be provided with the list of substances, the MSDS sheets, insurance certificates, and other information required of contractors as set forth in this agreement.
- J. **AGREEMENT DURATION--** This agreement shall be effective upon approval by OWNER Council and may be renewed for an additional one (1) year term, if requested in writing by SPONSOR and approved by the City of Midwest City Council, provided however this agreement may be terminated by either party upon written notice to the other in accordance with this agreement. The OWNER may modify or cancel this program and this agreement, after the occurrence of a default by SPONSOR hereunder which has not been cured or corrected as provided herein, within 30 days provided that written notice has been sent to the SPONSOR's contact person at the address last provided in accordance with this Agreement.
- K. **OWNER MAINTENANCE--** Should SPONSOR not renew this agreement after one (1) year terms and relinquish maintenance of LOCATION, OWNER will maintain LOCATION as funds permit. In the event of a natural disaster or an act of God, any damages to the facilities will be resolved through a joint effort by SPONSOR and OWNER based on the availability of funds.
- L. **TRAILHEAD--** OWNER shall maintain the trailhead parking surface, bathroom facilities, and water source. SPONSOR agrees to notify OWNER of any vandalism.

OWNER will furnish all necessary refuse and garbage containers and will remove and dispose of all rubbish, refuse and garbage resulting from the SPONSOR's activity, provided that refuse is deposited in receptacles provided. SPONSOR shall be responsible for the refuse and garbage pickup and facility cleanup on the grounds and agrees to restore all which existed prior to SPONSOR's usage.

OWNER shall furnish SPONSOR with adequate sets of keys to the facilities. Only locks and keys supplied by OWNER shall be used. SPONSOR agrees to furnish OWNER with

a list of those people to whom SPONSOR has furnished any key(s) and to inform OWNER of any changes therein. OWNER reserves the right to enter the facilities at any time for purposes of inspection, repair or to ascertain compliance with this contract. SPONSOR shall furnish OWNER with keys to structures that contain only SPONSOR equipment. Said keys will be kept in the Public Works Division office in the Midwest OWNER Service Center Facility. Locks and keys that are lost during the term of this contract will be replaced at SPONSOR's expense.

- M. **HAZARDS--** Should any of the improvements become a hazard or safety risk, the OWNER reserves the right to remove the hazard as quickly as possible.

II. **NOTICES**

Notices or other communications to the OWNER regarding this contract shall be sent by registered or certified mail, postage prepaid, addressed to:

Public Works Director
The City of Midwest City – Public Works Department
8730 S.E. 15th Street
Midwest City, Oklahoma 73110

Notices or other communications to SPONSOR shall be sent by registered or certified mail, postage prepaid, to:

Oklahoma Mountain Bike Association, Inc.
President
PO Box 2320
Oklahoma City, OK 73101

And by electronic notice to:

rideomba.president@gmail.com , Bubbatrailrider@yahoo.com , pstreets@midwestcityok.org

OWNER:

City of Midwest City

By: _____

Title: _____

Date Signed: _____

ATTEST:

CITY CLERK

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

SPONSOR:

Oklahoma Mountain Bike Association, Inc.

By: *Tony D. Sikes*

Title: President, Oklahoma Mountain Bike Association

Date Signed: May 16th 2025

CITY ATTORNEY

Exhibit "A" Map

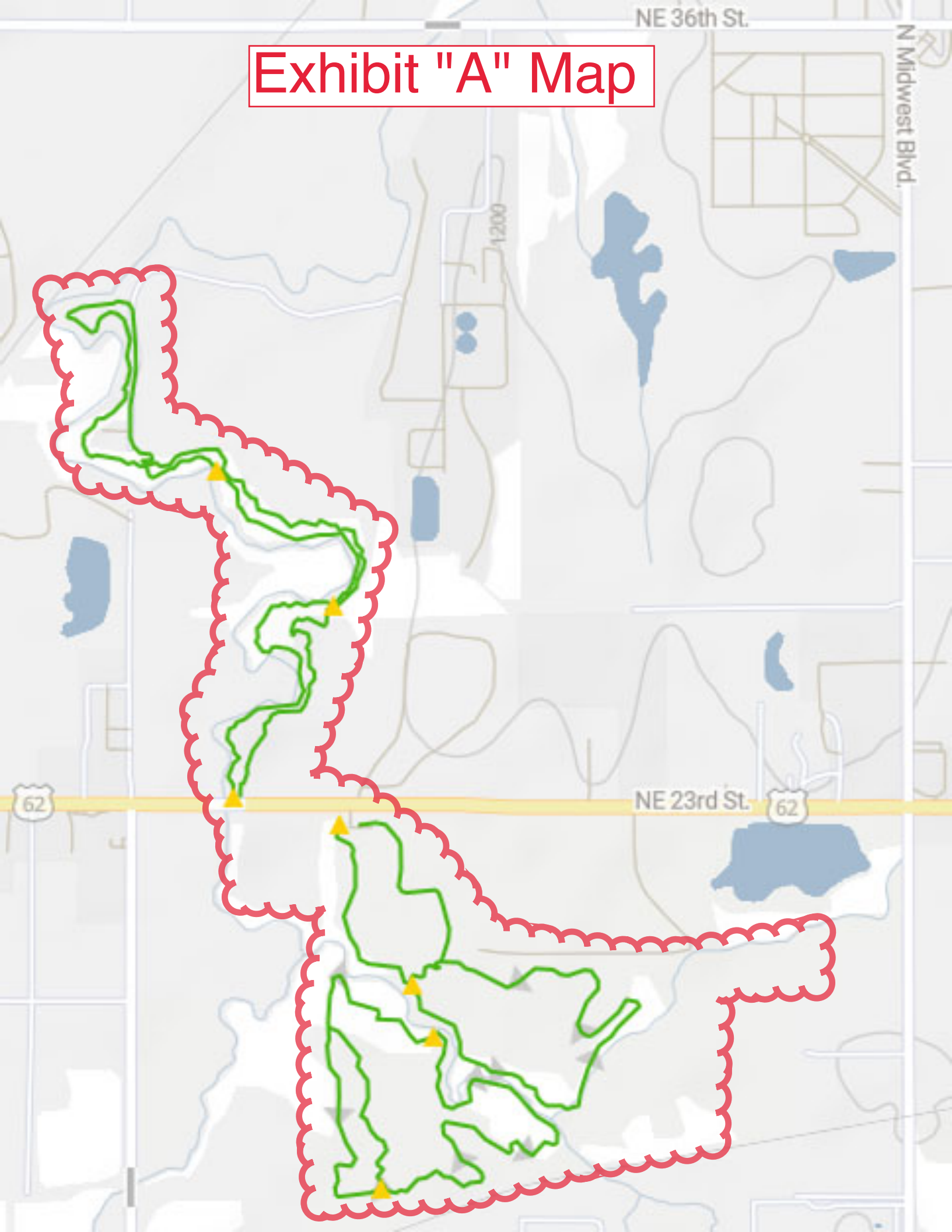


EXHIBIT "B"-- ACKNOWLEDGMENT AND GENERAL RELEASE

I acknowledge that I am a volunteer of Oklahoma Mountain Bike Association, Inc. hereinafter referred to as "SPONSOR") and have agreed to assist in the maintenance of Mountain Bike Trails at: SCIP Recreational Trail (hereinafter referred to as "LOCATION") in Midwest City. I acknowledge that I am not an employee of and not under any employment contract with the SPONSOR or The City of Midwest City to perform work or labor at the LOCATION. I further acknowledge that I am at least 18 years of age, of sound body and mind, and have no physical or other impairments that would prevent or limit me from performing such volunteer work. I recognize that such work may involve heavy lifting and other strenuous and risky activity, the consequences of which I accept. If I am injured during such maintenance, I agree to look to my own resources and/or my own insurance to cover any medical bills or other losses that I may suffer. No worker's compensation will be available.

I hereby release SPONSOR and The City of Midwest City and their officers, agents, employees, affiliates, successors and assigns from any and all liability, claims and losses, of every kind, which I now have or ever had or which may later accrue, relating to any action or inaction taken by any of the foregoing with respect to the maintenance of the aforementioned landscape improvements and any and all activities undertaken in connection with such maintenance.

Signed this _____ day of _____, 20_____.

Print Name: _____

Signature : _____

NOTE: Copies of signed release forms shall be provided to the Midwest City Public Works Department upon request by the City of Midwest City.

EXHIBIT "C" -- ACKNOWLEDGMENT AND GENERAL RELEASE
(For children 18 years of age and under)

I acknowledge that I am a volunteer of Oklahoma Mountain Bike Association, Inc., hereinafter referred to as "**SPONSOR**") and I am allowing my child(ren) to participate in volunteer activities regarding the project described in this agreement. I have agreed to allow my child or children to assist in the maintenance of Mountain Bike Trails at: SCIP Recreational Trail (hereinafter referred to as "**LOCATION**"), in Midwest City. I acknowledge that neither I nor my child(ren) are employees of, or under any employment contract with the **SPONSOR** or The City of Midwest to perform work or labor at **LOCATION**. I further acknowledge that I am at least 18 years of age, of sound body and mind, and that neither I nor my child(ren) have any physical or other impairments that would prevent or limit us from performing such volunteer work. I recognize that such work may involve heavy lifting and other strenuous and risky activity, the consequences of which I accept. If I or my child(ren) are injured during such maintenance, I agree to look to my own resources and/or my own insurance to cover any medical bills or other losses that I or my child(ren) may suffer. No worker's compensation will be available.

I hereby release SPONSOR and The City of Midwest City and their officers, agents, employees, affiliates, successors and assigns from any and all liability, claims and losses, of every kind, which I or my child(ren) now have or ever had or which may later accrue, relating to any action or inaction taken by any of the foregoing with respect to the maintenance of the aforementioned landscape improvements and any and all activities undertaken in connection with such maintenance.

Signed this _____ day of _____, 20_____.

Print Name (Parent or Guardian): _____

Signature (Parent or Guardian): _____

Name of Child: _____ Age: _____

Name of Child: _____ Age: _____

NOTE: Copies of signed release forms shall be provided to the Midwest City Public Works Department upon request by the City of Midwest City.



Human Resources
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1235

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: May 27, 2025

RE: Discussion, consideration, and possible action regarding the Administrative Services Agreement with Health Care Services Corporation to provide administrative services for the Employee Health Benefits Plan for the FY 2025-2026 for a net cost of \$67.23 per employee per month.

Attached is a copy of the agreement with Health Care Service Corporation, of which Blue Cross/Blue Shield of Oklahoma is a division, to provide administrative services for the Employee Health Benefits Plan for FY 2025-2026. The rates in this agreement reflect a small increase of 3.0% in administrative fees compared to last year, including a \$2.00 PEPM fee to carve out stop loss coverage.

Staff recommends approval.

Troy Bradley, Human Resources Director

Benefit Program Application ("ASO BPA")

Applicable to Administrative Services Only (ASO) Group Accounts

administered by Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation,
a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association, hereinafter referred to as "Claim
Administrator" or "BCBSOK"

Group Status: Renewing ASO Account

Employer Account Number (6-digits): 621602

Group Number(s): 621603

Section Number(s): 0001-0010, 0012,0014-0016,0018,0020,0024-0026,0029-0030,0035-0036,0041-0043,0047-
0048,0050,0055,0061-0062,0064,0072,0074,1001-1002,9900

Legal Employer Name: City of Midwest City

(Specify the Employer or the employee trust applying for coverage. Names of subsidiary or affiliated companies to be covered must be
named below. AN EMPLOYEE BENEFIT PLAN MAY NOT BE NAMED)

ERISA Regulated Group Health Plan*: ☐ Yes ☒ No

Is your ERISA Plan Year* a period of 12 months beginning on the Effective Date of Coverage specified below? ☐ Yes

If not, please specify your ERISA Plan Year*: Beginning Date ___/___/___ End Date ___/___/___ (month/day/year)

ERISA Plan Administrator*:

Plan Administrator's Address:

If you maintain that ERISA is not applicable to your group health plan, give legal reason for exemption:

Select from Drop Down ; if applicable, specify other:

Is your Non-ERISA Plan Year* a period of 12 months beginning on the Anniversary Date specified below? ☒ Yes

If not, please specify your Non-ERISA Plan Year*: Beginning Date ___/___/___ End Date ___/___/___ (month/day/year)

For more information regarding ERISA, contact your Legal Advisor.

*All as defined by ERISA and/or other applicable law/regulations

Effective Date of Coverage: (Month/day/Year) 07 / 01 / 2025

Anniversary Date: (Month/Day/Year) 07 / 01 / 2026

Retiree-Only Plan(s) Identification:

For more information regarding Retiree-only plans, contact your Legal Advisor.

Do you have one or more Retiree-only plan(s)? ☐ Yes ☒ No

If yes, please provide Benefit Agreement number, or group and section numbers of the Retiree-only plan(s):

Account Information

☐ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS

Standard Industry Code (SIC): 9111

Employer Identification Number (EIN): 73-6027530

Address: 100 N. Midwest Blvd

City: Midwest City

State: OK

ZIP: 73110-4319

Administrative Contact: Troy Bradley

Title: Human Resources Director

Email Address: tbradley@midwestcityok.org

Phone Number: 405-739-1235

Fax Number: 405-739-
1359

Wholly Owned Subsidiaries to be covered:

Affiliated Companies to be covered:

Employer Identification Number (EIN):

Proprietary and Confidential Information of Claim Administrator

**Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except
with written permission of Claim Administrator.**

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Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

(Affiliated Companies must be required or permitted to be aggregated per IRS Guidelines. Employer hereby confirms that Employer, Subsidiaries and Affiliates are treated as a single employer under Internal Revenue Code Section 414(b), or (c), or (m) or (o), or under applicable law.)

Blue Access for EmployersSM ("BAESM") Contact: Troy Bradley

(The BAE Contact is the Employee authorized by the Employer to access and maintain the Employer's account in BAE.)

Email Address: tbradley@midwestcityok.org

Phone Number: 405-739-1235

Fax Number: 405-739-1359

☒ The Employer or other company listed in this BPA is a public entity or governmental agency/contractor

Producer of Record Information

☐ NO CHANGES

☐ SEE ADDITIONAL PROVISION

Effective: 06/01/2020

If applicable, the below-named producer(s) or agency(ies) is/are recognized as the Employer's Producer of Record (POR) to act as a representative in negotiations with and to receive commissions from BCBSOK, or Claim Administrator's corporate subsidiaries, as applicable, for procuring Claim Administrator's claims administration services for Employer's employee benefit program(s). This statement rescinds any and all previous POR appointments for the Employer. The POR is authorized to perform membership transactions on behalf of the Employer. This appointment will remain in effect until withdrawn or superseded in writing by Employer.

Producer/Consultant Compensation:

The Employer acknowledges that if its POR acts on its behalf for purposes of purchasing services in connection with the Employer's Plan under the Administrative Services Agreement to which this ASO BPA is attached, the Claim Administrator may pay the Employer's POR a commission and/or other compensation in connection with such services under the Administrative Services Agreement. If the Employer desires additional information regarding commissions and/or other compensation paid to the POR by the Claim Administrator in connection with services under the Administrative Services Agreement, the Employer should contact its POR.

Are commissions to be paid? ☐ Yes ☒ No

Producer or Agency to whom commissions are to be paid*: INSURICA Insurance Services, LLC

Oklahoma Producer#: 107929645

NPN:

Address: 5100 Classen Blvd., Suite 300

City: Oklahoma City

State: OK

ZIP: 73118

Phone: 405-556-2284

Fax: 405-556-2394

Email: Kelley.Speck@INSURICA.com

Is Producer/Agency appointed with BCBSOK in Oklahoma? ☒ Yes ☐ No

Commissions:

☐ PCPM \$ Does a Monthly Cap Apply ☐ Yes ☐ No \$ (If cap is annual, divide by twelve)

☐ Flat \$ Does a Monthly Cap Apply ☐ Yes ☐ No \$ (If cap is annual, divide by twelve)

☐ Percentage of Stop Loss: %

ADDITIONAL COMMISSIONS:

* The Producer or agency name(s) above to whom commissions are to be paid must exactly match the name(s) on the appointment application(s).

Schedule of Eligibility

☐ NO CHANGES

☐ SEE ADDITIONAL PROVISIONS

Employer has made the following eligibility decisions:

1. Eligible Person means:

- ☐ A full-time employee of the Employer.
- ☐ A full-time employee of the Employer who is a member of: (name of union)
- ☐ A part-time employee of the Employer.

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

OK GEN ASO BPA (Rev. 06.24) Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

- ☐ A retiree of the Employer. Define criteria:
☒ Other: A Full-Time employee, a Retiree and an Elected Official
Notwithstanding any other state or federal law, an eligible Retiree may continue, at their own expense, coverage under this plan following termination of their active status
Are any classes of employees to be excluded from coverage? ☐ Yes ☒ No
If yes, please identify the classes and describe the exclusion:

2. Employee definition:

Full-Time Employee means:

- ☐ A person who is regularly scheduled to work a minimum of _____ hours per week and who is on the permanent payroll of the Employer.
☒ Other: 1. A regular, full-time employee of the employer who regularly works at least 30 hours per week.
2. A regular, part-time employee of the employer who regularly works less than 30 hours per week and who has been covered by this plan as a full-time employee of the employer at least 10 years.
3. An elected official of the employer.

Group's retiree provisions should be as follows:

Retiree: An eligible Retiree shall be defined as any former Employee who receives a continuing benefit pursuant to the provisions of the Oklahoma Firefighters Pension and Retirement System, or the Oklahoma Police Pension and Retirement System, or an Employee who worked for a period of at least eight (8) years or more for the Employer on a full-time basis and had a standard work-week of thirty (30) hours or more (or an annual budgeted work week averaging thirty (30) hours or more per standard work-week and for whom benefits were budgeted by the Employer). Elected officers shall be eligible for the plan as a retiree as long as elected officers have served eight (8) or more years with the City of Midwest City and who has continuously participated in the health benefits plan at the City of Midwest City at the time of retirement. The surviving Spouse or surviving minor child or children of a retiree may continue in force, at their own expense, the Plan, provided the surviving Spouse or surviving minor child or children continuously participated in the Plan at the then time of death of the Retiree. To continue in force the Plan, the surviving Spouse or surviving minor child or children shall notify the Plan Administrator within 30 days of death of the Retiree. Due to being permanently and totally disabled as the result of a job-related sickness or accident suffered while working for the Employer as determined by the Worker's Compensation Court or effective April 4, 2010.

Part-Time Employee means:

- ☐ A person who is regularly scheduled to work a minimum of _____ hours per week and who is on the permanent payroll of the Employer.
☐ Other:

3. The Effective Date of termination for a person who ceases to meet the definition of Eligible Person:

- ☐ The date such person ceases to meet the definition of Eligible Person.
☒ The last day of the calendar month in which such person ceases to meet the definition of an Eligible Person.
☒ Other: RETIREE ENROLLMENT PROVISIONS

Important - Failure to elect retiree coverage when first eligible shall waive any future rights to apply for retiree coverage.
Retiree enrollment is classified in the following manner:

Initial enrollment - coverage for eligible retiree participants will become effective on the day following a retiree's retirement date from employment with the City of Midwest City and/or the day immediately following their termination from active coverage as provided under this Plan, provided that the retiree has elected to participate under this coverage within thirty (30) days from the date of their retirement with the Employer. Coverage will be retroactive to the last date of coverage as an active employee.

Medicare - All retirees eligible for Medicare must elect and enroll in Part A and Part B if electing retiree coverage with the Employer.

Subsequent changes in status - application for a change in status from single to family coverage, or the addition of a previously not-covered dependent. All subsequent enrollments are subject to acceptance

only during an open enrollment period. Enrollment occurs only once each year during the month of May. Termination of Coverage. Termination of coverage may occur in one of the following ways:

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

1. Upon termination of the Plan.
2. Thirty (30) days from the due date of the required contribution if unpaid, together with any accrued late charge(s).
3. The Retiree does not elect to continue coverage at open enrollment, or notifies the Plan Administrator of their intent to terminate coverage.

Once retiree coverage is terminated, it cannot be reinstated without first returning to Active Employee status

4. Select an effective date rule for a person who becomes an Eligible Person after the Effective Date of the Employer's health care plan (the effective date must not be later than the 91st calendar day after the date that a newly eligible person becomes eligible for coverage, unless otherwise permitted by applicable law).

- ☐ The date of employment.
☐ The _____ day of employment.
☐ The _____ day of the month following _____ month(s) of employment.
☐ The _____ day of the month following _____ days of employment.
☐ The _____ day of the month following the date of employment.
☒ Other: **RETIREE ENROLLMENT PROVISIONS**

Important - Failure to elect retiree coverage when first eligible shall waive any future rights to apply for retiree coverage.
Retiree enrollment is classified in the following manner:

Initial enrollment - coverage for eligible retiree participants will become effective on the day following a retiree's retirement date from employment with the City of Midwest City and/or the day immediately following their termination from active coverage as provided under this Plan, provided that the retiree has elected to participate under this coverage within thirty (30) days from the date of their retirement with the Employer. Coverage will be retroactive to the last date of coverage as an active employee.

Medicare - All retirees eligible for Medicare must elect and enroll in Part A and Part B if electing retiree coverage with the Employer.

Subsequent changes in status - application for a change in status from single to family coverage, or the addition of a previously not-covered dependent. All subsequent enrollments are subject to acceptance only during an open enrollment period. Enrollment occurs only once each year during the month of May.

Is the waiting period requirement to be waived on initial group enrollment? ☐ Yes ☐ No

Are there multiple new hire waiting periods? ☐ Yes ☒ No

If yes, please attach eligibility and contribution details for each section.

5. **Domestic partners covered:** ☐ Yes ☒ No

If yes, a domestic partner is eligible to enroll for coverage.

If yes, are domestic partners eligible for continuation of coverage?

☐ Yes ☐ No

If yes, are dependents of domestic partners eligible to enroll for coverage?

☐ Yes ☐ No

If yes, are dependents of domestic partners eligible for continuation of coverage?

☐ Yes ☐ No

The Employer is responsible for providing notice of possible tax implications to those Covered Employees with coverage for domestic partners and/or dependents of domestic partners.

6. **Limiting Age for covered children:** Twenty-six (26) years, regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage, or any combination of those factors. Other: _____

7. **Termination of coverage upon reaching the Limiting Age:**

- ☐ The last day of coverage is the day prior to the birthday.
☒ The last day of coverage is the last day of the month in which the limiting age is reached.
☐ The last day of coverage is the last day of the billing month.
☐ The last day of coverage is the last day of the year (12/31) in which the limiting age is reached.
☐ The last day of coverage is the day prior to the Employer's Anniversary Date.

Automatically cancel dependents when they reach the day their coverage terminates? ☐ Yes ☒ No

**Automatically canceling dependents is not recommended for accounts with automated eligibility*

Will coverage for a child who is medically certified as disabled and dependent on the employee terminate upon reaching the Limiting Age even if the child continues to be both disabled and dependent on the employee?

☐ Yes ☒ No

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

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However, such coverage shall be extended in accordance with any applicable federal or state law and the Disabled Dependent provisions of this BPA. The Employer will notify BCBSOK of any instance where the continuation of disabled dependent coverage is required.

8. **Disabled dependent:** A disabled dependent means a dependent child who is medically certified as disabled and dependent upon the Employee or his/her spouse. A child is a disabled child when the child is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months, per Internal Revenue Code Section 22(e)(3).

To administer medical certification of disabled dependents, you may select option (a) Standard Rules or (b) Custom Rules. BCBSOK will administer its standard process for administration of disabled dependent coverage if (a) below is selected by Employer, or at the Employer's direction memorialized below, BCBSOK will follow a customized process if Employer selects (b). If (b) is selected there are additional selections regarding age, proof of prior coverage, certification review, forms, and previous medical certification approvals.

- (a) ☒ Disabled dependent administration will follow **Standard Rules**.

A disabled dependent is eligible to **continue** coverage beyond the limiting age, provided the disability began before the child attained the age of 26. A disabled dependent is eligible to **add** coverage beyond the limiting age, provided the disability began before the child attained the age of 26, and proof of coverage as a disabled dependent is provided. Administration of certification review is administered by BCBSOK; a disabled dependent certification form must be submitted to BCBSOK.

- (b) ☐ Disabled dependent Administration will follow **Custom Rules**. Please make the following sections:

Age: Please select one option regarding age of when the disability began.

- ☐ The disability must have begun before the child attained the age of 26.
☐ All disabled dependents are covered regardless of when the disability began.

Proof of prior coverage: Please select required or not required below:

When **adding** coverage, proof of prior coverage as a disabled dependent is ☐ required ☐ not required.

Certification review: Please select one option regarding the administration of certification review.

- ☐ Certification review is administered by BCBSOK; a disabled dependent certification form must be submitted to BCBSOK.
☐ Certification review is administered by the Employer; there are no disabled dependent certification form requirements.

If certification review is administered by BCBSOK, please select one option regarding forms:

- ☐ Utilize BCBSOK disabled dependent certification forms.
☐ Utilize custom/other disabled dependent certification forms.

If Certification Review is administered by BCBSOK, please select allowed or not allowed below:

A disabled dependent approved certification from a prior insurance carrier is ☐ allowed ☐ not allowed.
A disabled dependent approved certification from a prior BCBS policy is ☐ allowed ☐ not allowed.

9. Will extension of benefits due to temporary layoff, disability or leave of absence apply?

☐ Yes (specify number of days below) ☒ No

Temporary Layoff: days Disability: days Leave of Absence: days

However, benefits shall be extended for the duration of an Eligible Person's leave in accordance with any applicable federal or state law. The Employer will notify BCBSOK of such requirements.

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

10. Enrollment:

Special Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents within thirty-one (31) days of a Special Enrollment qualifying event if he/she did not previously apply prior to his/her Eligibility Date or when otherwise eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be the effective date of the qualifying event or, in the event of Special Enrollment due to marriage or termination of previous coverage, then no later than the first day of the Plan Month following the date of receipt of the person's application of coverage.

An Eligible Person may apply for coverage within sixty (60) days of a Special Enrollment qualifying event in the case either of a loss of coverage under Medicaid or a state Children's Health Insurance program, or eligibility for group coverage where the Eligible Person is deemed qualified for group coverage assistance under a state Medicaid or CHIP premium assistance program.

Open Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so, during the Employer's annual Open Enrollment Period. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer. Such date shall be subsequent to the Open Enrollment Period. Specify Open Enrollment Period: 05/01/2025-05/31/2025

Late Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer.

Select one of the provisions below:

- ☒ Open Enrollment – Late applicants may only apply during Open Enrollment.
☐ Late Entrant – Late applicants may apply at any time – coverage effective date is determined by the receipt date and the rules governing off-cycle enrollments.

11. * Does COBRA Auto Cancel apply? ☐ Yes ☒ No

Member's COBRA/Continuation of coverage will be automatically cancelled at the end of the member's eligibility period.

**Not recommended for accounts with automated eligibility*

CURRENT EMPLOYEE ELIGIBILITY INFORMATION

Current number of eligible subscribers at onboarding and/or annual renewal _____.

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Lines of Business (Check all applicable services)☐ **NO CHANGES**☐ **See Additional Provisions****Medical Plan Services:**

- ☐ Blue Choice PPO
☐ BlueOptions
☐ Blue Preferred
☐ NativeBlue
☐ Blue High Performance NetworkSM
(BlueHPNSM)
☒ Blue Advantage PPOSM
☐ **Out of Area** (Traditional)

Additional Services:

- ☒ Wellbeing Management
☐ Wellness Incentives
☐ Health Advocacy Solutions
☐ Mercer Health Advantage
☐ Custom Care Management Unit
☐ Blue DirectionsSM (Private Exchange) *(If selected, the Blue Directions Addendum is attached and made a part of the parties' Administrative Services Agreement.)*
☐ Limited Fiduciary Services for Claims and Appeals
- ☐ Other Select Product
☐ Other Select Product
☐ Other Select Product
☐ Other Select Product
☒ Other MDLive Virtual Visits-Medical Only
☐ Other
☐ Other
☐ Other

Consumer Driven Health Plan:

- ☐ Blue EdgeSM (HCA) *(If selected, complete separate HCA BPA)*
☐ HSA (Preferred Vendor: Select Vendor)* If HealthEquity, Inc. is selected, BCBSOK to send HSA enrollment to HealthEquity, Inc ☐ Yes ☐ No
Non-Preferred Vendor:
☐ FSA (Preferred Vendor: Select Vendor)*
Non-Preferred Vendor:
☐ HRA (Preferred Vendor: Select Vendor)*
Non-Preferred Vendor:

Prescription Drugs: *(If selected, the PBM Fee Schedule Addendum must be attached and is part of this BPA)*

Pharmacy Network (Select one):

- ☐ Traditional Select Network
☐ Advantage Network
☐ Preferred Network
☐ Elite Network
☐ Network on PBM Fee Schedule Addendum
Drug List: Select Drug List
Other (please specify):

PPO/HSA Preventive Drug List:
Please specify: Select Option
Other RX programs: Select Program

Ancillary Services:

- ☐ Dental Plan Services
☐ Vision Insurance *(if selected, complete a separate application)*
☐ Stop Loss Coverage *(if selected, complete separate Application and Policy Schedule for Stop Loss Coverage)*
☐ Life, Disability, Critical Illness, Accident or Hospital Indemnity Insurance *(if selected, complete a separate application for those coverages)*
☒ COBRA Administrative Services *(if selected, complete separate HCSC COBRA Administrative Services Addendum)*

*An HSA must be paired with a qualified high deductible health plan (HDHP) and follow strict requirements set forth by the Internal Revenue Service (IRS). Employer Groups should seek advice from their independent tax advisor, legal counsel, or other professional counselor, to ensure their proposed benefit strategy with respect to HSAs, FSAs, HRAs, or other benefit arrangements does not conflict with current IRS requirements.

Mercer Health Advantage is offered by Mercer, an independent company, and is administered by Blue Cross and Blue Shield of Oklahoma.

Custom Care Management Unit is offered by Willis Towers Watson, an independent company, and is administered by Blue Cross and Blue Shield of Oklahoma. Medical and Dental benefits and services are administered by Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association.

Life, Disability, Critical Illness, Accident, Hospital Indemnity and Vision products are issued by Dearborn Life Insurance Company, 701 E. 22nd St. Suite 300, Lombard, IL 60148. Blue Cross and Blue Shield of Oklahoma is the trade name of Dearborn Life Insurance Company, an independent licensee of the Blue Cross and Blue Shield Association. BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

Proprietary and Confidential Information of Claim Administrator

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FEE SCHEDULE

Employer shall pay amounts Claim Administrator bills Employer for benefit claims Claim Administrator processes on Employer's behalf as well as administrative fees as set forth in this Fee Schedule.

Payment Specifications		<input type="checkbox"/> NO CHANGES <input type="checkbox"/> SEE ADDITIONAL PROVISIONS	
Employer Payment Method:	<input type="checkbox"/> Online Bill Pay <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Auto Debit <input type="checkbox"/> Check		
Employer Payment Period:	<input checked="" type="checkbox"/> Weekly (cannot be selected if Check is selected as payment method above) <input type="checkbox"/> Semi Monthly (cannot be selected if Check is selected as payment method above) <input type="checkbox"/> Monthly		
Claim Settlement Period:	<input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Monthly		
Run-Off Period: Employer payments are to be made for <u>12</u> months following end of Fee Schedule Period. <i>Standard is twelve (12) months.</i>			
Fee Schedule Period: To begin on Effective Date of Coverage and continue for 12 months. If other than 12 months, please specify: _____ months.			
Administrative Per Employee per Month (PEPM) Charges		<input type="checkbox"/> NO CHANGES <input type="checkbox"/> SEE ADDITIONAL PROVISIONS	
	2025		
Administrative Fee	\$67.73	\$	\$
Dental	\$	\$	\$
Claims Fiduciary	\$Included in Admin Fee	\$	\$
Advanced Payment Review	25% \$	%	%
*Medical Drug Rebate Credit	\$(2.50)	\$()	\$()
*Rebate Credit for the Prescription Drug Program	\$()	\$()	\$()
Telehealth (Virtual Visits)	\$Included in Admin Fee	\$	\$
Wellbeing Management	\$Included in Admin Fee	\$	\$
Health Advocacy Solutions	\$	\$	\$
Commissions: _____	\$	\$	\$
Commissions: _____	\$	\$	\$
Commissions: _____	\$	\$	\$
Other: Data Exchange List Service: <u>Reverse Elig- CVS/Caremark</u>	\$Included in Admin Fee	\$	\$
Other: Other Services List Service: <u>Third Party SL Carrier Fee</u>	\$2.00	\$	\$
Other: Select Service Category List Service: _____	\$	\$	\$
Miscellaneous: _____	\$	\$	\$
Miscellaneous: _____	\$	\$	\$

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Total	\$67.23	\$	\$	\$
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*The Rebate Credit is a per Covered Employee per month credit applied to the monthly billing statement. The Employer and Claim Administrator have agreed to the Rebate Credit and Employer agrees that it and its group health plan have no right to, or legal interest in, any portion of the rebates, either under the pharmacy benefit or the medical benefit, actually provided by the Pharmacy Benefit Manager ("PBM") or a pharmaceutical manufacturer to Claim Administrator and consents to Claim Administrator's retention of all such rebates. The Rebate Credit will be provided from Claim Administrator's own assets and may or may not equal the entire amount of rebates actually provided to Claim Administrator by the PBM or expected to be provided. Rebate Credits shall not continue after termination of the Prescription Drug Program. Employer agrees that any Rebate Credit provision in the governing Administrative Services Agreement to the contrary is hereby superseded.

Administrative Line Item Charges		Frequency	Amount
<input type="checkbox"/> SEE ADDITIONAL PROVISIONS			
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____		\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____		\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____		\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____		\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____		\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____		\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____		_____ %
Total:			\$ _____

Other Service and/or Program Fee(s)	<input type="checkbox"/> NO CHANGES	<input type="checkbox"/> SEE ADDITIONAL PROVISIONS
NSA Fees In connection with the claims, items, and services that are subject to the No Surprises Act ("NSA") and disputed by a Provider, Employer agrees to pay Claim Administrator the following fees: <ul style="list-style-type: none"> Fifty dollars (\$50) for each claim that is the subject of informal negotiation with a Provider (this fee will be charged in the event the Provider, in its sole discretion, determines that it will not accept the initial payment amount); and An additional seventy-five dollars (\$75) per claim for each independent dispute resolution process ("IDR") where Claim Administrator represents Plan (this fee will be charged in the event the Provider, in its sole discretion, determines that it will initiate IDR after the informal negotiation period); and All costs imposed by the IDR entity or any state, federal or local government entity in connection with an IDR.		
Not applicable to Grandfathered Plans External Review Coordination: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, coordination fee: \$700 for each external review requested by a Covered Person that the Claim Administrator coordinates for the Employer in relation to the Employer's Plan. Employer elects for external reviews to be performed under the Affordable Care Act external review process. If no, provide name and address of administrator(s) of external review coordination and indicate if administrating medical claims and/or pharmacy claims:		

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Administrator: Medical claims: ☐ Pharmacy claims: ☐ Name: Mailing Address:
Administrator: Medical claims: ☐ Pharmacy claims: ☐ Name: Mailing Address:

Advanced Payment Review (APR): ☒ Yes ☐ No

APR is a suite of payment integrity offerings. Refer to the Matrix. If Employer elects APR, indicate APR Savings Program or PEPM below:

☒ APR Savings Program

☐ PEPM

For APR capabilities other than Reimbursement Services: If Employer elects APR Savings Program, Claim Administrator will invoice the percentage indicated in the Fee Schedule of any savings amounts identified by Claim Administrator or third-party vendor.

Reimbursement Services: ☒ Yes ☐ No If yes, Claim Administrator will retain twenty-five percent (25%) of any recovered amounts made on third-party liability claims other than recovery amounts received as a result of or associated with any Workers' Compensation Law.

Third-Party Law Firms Provisions (other than Reimbursement Services):

Employer will pay no more than 35% of any recovered amount made by Claim Administrator's third-party law firm or up to 35% of any recovered amount will be deducted from the amount distributed according to established allocation processes.

FlexAccess™: ☐ Yes ☒ No

As part of its plan design, Employer has directed Claim Administrator to administer claims, copay and coinsurance requirements for Covered Persons enrolled in the FlexAccess program, including (i) adjusting Covered Persons' copayment amounts to the amount of the manufacturer copay assistance, (ii) applying such manufacturer assistance to reduce Covered Persons' out of pocket costs, and (3) not applying the manufacturer assistance to Covered Persons' deductibles and out of pocket maximum accumulators. Employer agrees that FlexAccess is a plan design decision of Employer and is consistent with Employer's plan design and supported by plan documents. Employer further agrees it is solely responsible for, and will, to the extent permitted by law, hold Claim Administrator harmless for, the legal and regulatory compliance of the Plan and its plan design.

Claim Administrator will assess a program fee equal to 20% of the total shared savings. Total shared savings is calculated as follows:

The difference between Employer responsibility without the FlexAccess Program and Employer responsibility with the FlexAccess Program. The Employer responsibility with the FlexAccess Program is the cost of the drug minus: (1) the manufacturer copay assistance dollars that are allocated to the cost of the drug and (2) the member's cost share for the member enrolled in the program. The Employer responsibility without the FlexAccess Program is the cost of the drug minus the member cost share if the member was not enrolled in the program.

FLEXACCESS™ QUALIFIED HDHP: ☐ Yes ☒ No

Claim Administrator will assess a fee equal to 20% of program savings for administrative fees. Program savings (shared savings) will be calculated based on the manufacturer copay assistance dollars that are allocated to the cost of the drug minus the member's estimated cost share (copay or coinsurance) that would have been paid if they were not enrolled in the program.

The difference between Employer Responsibility for claims utilizing FlexAccess Qualified HDHP and not utilizing FlexAccess Qualified HDHP includes as follows:

WITH FLEXACCESS QUALIFIED HDHP: Cost of drug – amount manufacturer copay assistance used – Member out-of-pocket cost (if any) up to Deductible... Copay assistance reversed from deductible. Plan pays no portion.

WITHOUT FLEXACCESS QUALIFIED HDHP: Cost of drug – member out-of-pocket cost - Non-FlexAccess Qualified HDHP coupon... Copay assistance applied to Deductible. Plan may pay portion of claim after deductible met

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Alternative Compensation Arrangements: Employer acknowledges and agrees that Claim Administrator has Alternative Compensation Arrangements with contracted Providers, including but not limited to Accountable Care Organizations and other Value Based Programs. Further information concerning Employer's payment for Covered Services under such Arrangements is described in the Administrative Services Agreement between the Claim Administrator and the Employer.

Virtual Visits Program: ☒ Yes ☐ No **If yes,** Covered Persons would be able to obtain certain Covered Services remotely via interactive video and/or interactive audio/video (where available) capability from Virtual Visits powered by MDLIVE.

MDLIVE® is a separate company that operates and administers Virtual Visits for persons with coverage through Blue Cross and Blue Shield of Oklahoma. MDLIVE is solely responsible for its operations and for those of its contracted providers. MDLIVE® and the MDLIVE logo are registered trademarks of MDLIVE, Inc., and may not be used without permission.

Termination Administrative Charge

The Termination Administrative Charge applicable to the Run-Off Period shall be equal to the sum of the amounts obtained by multiplying the total number of Covered Employees by category (*per Covered Employee per individual or family composite*) during the three (3) months immediately preceding the date of termination by the appropriate factors shown below. In the event of a partial termination, the Termination Administrative Charge shall be the sum of the amount obtained by multiplying three (3) times the total number of terminated Covered Employees by the appropriate factors shown below.

Service	2025			
Medical Run-off Administration Charge	\$16.92	\$	\$	\$
Dental Run-off Administration Charge	\$	\$	\$	\$
Miscellaneous	\$	\$	\$	\$
Miscellaneous	\$	\$	\$	\$
Total:	\$16.92	\$	\$	\$

Other Provisions

☐ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS

1. Summary of Benefits & Coverage:

a. Will Claim Administrator create Summary of Benefits and Coverage (SBC)?

☒ Yes. (Please answer question b. The SBC Addendum is attached.)

☐ No. (If No, then skip question b and refer to the Administrative Services Agreement for further information.)

b. Will Claim Administrator distribute the (SBC) to Covered Persons?

☒ No. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Administrative Services Agreement) and provide SBC to Employer in electronic format. Employer will then distribute SBC to Covered Persons (or hire a third party to distribute) as required by law.

☐ Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Administrative Services Agreement) and distribute SBC to Covered Persons via regular hardcopy mail or electronically. Distribution Fee for hardcopy mail is one dollar and fifty cents (\$1.50) per package.

2. Massachusetts Health Care Reform Act:

Does the Employer direct Claim Administrator to provide written statements of creditable coverage to its Covered Employees who reside, or have enrolled dependents who reside, in Massachusetts and file electronic reports to the Massachusetts Department of Revenue in a manner consistent with the requirements under the Massachusetts Health Care Reform Act? ☒ Yes ☐ No

If no: The Employer acknowledges (1) it will provide written statements and electronic reporting to the Massachusetts Department of Revenue if required by the Massachusetts Health Care Reform Act or (2) that it does not believe it is subject to the notification and reporting requirements of the Massachusetts Health Care Reform Act.

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3. Alternative Care Management Program (applicable to the purchased medical management program):

☒ Yes ☐ No

The undersigned representative authorizes provision of alternative benefits for services rendered to Covered Persons for Utilization Management, Case Management, including but not limited to Behavioral Health, and other health care management programs.

4. Prior Authorization (applicable to the purchased medical management program): Employer acknowledges and agrees to utilize Claim Administrator's standard list of services and supplies for which Prior Authorization (also called pre-notification or preauthorization) is required.

5. Essential Health Benefits ("EHB") Election:

Employer elects EHBs based on the following:

1. ☒ EHBs based on a Claim Administrator state benchmark:
☐ Illinois ☐ Montana ☐ New Mexico ☒ Oklahoma ☐ Texas
2. ☐ EHBs based on benchmark of a state other than IL, MT, NM, OK and TX
If so, indicate the state's benchmark that Employer elects: ____
3. ☐ Other EHB, as determined by Employer

In the absence of an affirmative selection by Employer of its EHBs, then Employer is deemed to have elected the EHBs based on the Oklahoma benchmark plan.

6. This ASO BPA is binding on both parties and is incorporated into and made a part of the Administrative Services Agreement between the parties with both such documents to be referred to collectively as the "Administrative Services Agreement" unless specified otherwise.

7. Independent Dispute Resolution Process:

Employer authorizes and directs Claim Administrator to offer an amount not to exceed the greater of the Qualifying Payment Amount (QPA) or the amount allowed on the initial notice of payment or denial of a claim on behalf of the Employer during negotiations under the federal IDR process.

Additional Provisions: Domestic Partner Coverage: Legally married in a state that recognizes same sex marriage.

Pharmacy benefits continue to be carved out to CVS/Caremark.

Effective 7/1/2024, Stop Loss coverage is now carved out to HCC Life/Tokio Marine HCC-\$150k threshold remains

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OK GEN ASO BPA (Rev. 06.24) Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Signature

Alexandria Lamb

Sales Representative

403

P:918-551-3056

F:918-549-9627

District

Phone & FAX Numbers

Kelley Speck

Producer Representative

Insurica Insurance Services, LLC

Producer Firm

5100 Classen Blvd., Ste 300

Oklahoma City, OK 73118

Producer Address

P: 405-556-2284 F: 405-556-2394

Producer Phone & FAX Numbers

Kelley.Speck@INSURICA.com

Producer Email Address

73-0687265

Tax I.D. No.

Signature of Authorized Purchaser

Print Name

Title

Date

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PROXY

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members is scheduled to be held each year in the HCSC corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice provided to the member not less than thirty (30) nor more than sixty (60) days prior to such meetings. This proxy shall remain in effect until either revoked in writing by the undersigned at least twenty (20) days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

From time to time, HCSC pays indemnification or advances expenses to its directors, officers, employees or agents consistent with HCSC's bylaws then in force and as otherwise required by applicable law.

☐ Intentionally left blank by the Employer

Group No.: 621603 By: _____
Print Signer's Name Here
➔
Signature and Title

Group Name: City of Midwest City

Address: 100 N. Midwest Blvd

City: Midwest City State: OK ZIP: 73110-4319

Dated this _____ day of _____
Month Year

Proprietary and Confidential Information of Claim Administrator

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OK GEN ASO BPA (Rev. 06.24) *Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association*



BlueCross BlueShield
of Oklahoma

CITY OF MIDWEST CITY

7/1/2025

Confirmation of renewal and benefits

Broker/Consultant: INSURICA, INC.

Acknowledgment of renewal documents

- Benefit Program Application (BPA)

Renewal Rate Confirmation

- Administration Fee: \$67.73 PEPM
- Medical Rebate: (\$2.50) PEPM
- Third-Party Stop Loss Carrier Fee: \$2.00 PEPM
- Net Admin Fee: \$67.23 PEPM

Benefit & Coverage Changes

- **Moving to Blue Advantage medical network.**
- **Removing vision benefit that is currently built into the medical coverage.**

As an authorized representative, I accept this confirmation of coverage and will return signed contracts. By signing below, I acknowledge agreement with rates and benefits attached.

Authorized Representative

(print name)

Signature:

Date



City Attorney, Donald D. Maisch

100 N. Midwest Boulevard

Midwest City, OK 73110

DMaisch@midwestcityok.org

Office: 405.739.1203

www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Don Maisch
City Attorney

RE: Discussion, consideration and possible action of appointing four (4) of the seven (7) members to the Traffic and Safety Commission for a term of three (3) years. (D. Maisch – City Attorney).

Date: May 27, 2025

At the April meeting of the City Council, the City Council amended city ordinances to the Traffic and Safety Commission. One of the amendments was to change from the mayor nominating the members and the City Council approving the members to each City Council Member nominating a member from their ward and the City Council approving the nominee. The term of each member will be three (3) years. The current membership of the Traffic and Safety Commission did have members from each ward. The names of the current membership was sent to the individual members of the City Council to determine if the City Council Member wanted to nominate the current member. The following are the nominees for four (4) of the seven (7) members of the Traffic and Safety Commission:

- Mayor – nominates Max Wilson, Chair of the American with Disabilities Act Transition Plan Committee, as established in the amendments to the Traffic and Safety Commission.
- Ward 1 – Susan Gilchrist, nominated by Council Person, Susan Eads
- Ward 2 – Doug Severt, nominated by Vice-Chair, Pat Byrne
- Ward 3 –
- Ward 4 –
- Ward 5 –
- Ward 6 – Kim Morphis, nominated by Council Person Rick Favors

Bios for each of the nominees are included with this agenda item. Each member appointed shall serve a three (3) year term, commencing on June 1, 2025, through May 30, 2028. Approval of each nominee is at the discretion of the City Council.

Respectfully submitted,

Donald D. Maisch, City Attorney

BIOGRAPHY OF KIM MORPHIS

My name is Kim Morphis. I am a 70-year-old male. I am a lifelong resident of the Oklahoma City area, and I have been a Midwest City resident since 2008.

I've earned a Bachelor's Degree in Mechanical Engineering from the University of Oklahoma (1982) and a Master's Degree in Business Administration from Oklahoma City University (1997).

I retired from Oklahoma Gas and Electric Company in 2014 after 32 years of service. During my employment, I held assorted engineering and management positions in various locations. I was also a registered Professional Engineer in the State of Oklahoma until my retirement.

I have served on the Traffic and Safety Commission for several years, having been nominated by Mr. Rick Favors.

BIOGRAPHY OF SUSAN GILCHRIST

Education: Graduated Amador High School, Pleasanton, Ca in 1970. Have had some college.

Work history: Worked as a bookkeeper for 2 construction companies until hiring on at Tinker Air Force Base (TAFB) in 1987. Retired from TAFB in 2018 with 31 years of service.

Family: I am Single with 2 previous marriages. I have 2 sons, Clint Gilchrist, who is married to Shelby. They have 2 sons, my grandsons, Gage 21 and Gavin 20. All live in Edmond. My other son, Jerry Gilchrist, has never married. Lives in Yukon. Both boys graduated from Del City High,

Time living in Midwest City: Moved to Midwest City from Del City in 1992 after first divorce. I bought my house in the Original Mile in 1999.

Other Info: I have been the Secretary/Treasurer of the Original Mile Neighborhood Association for several years. Maybe 8. I was a member of the Original Mile Reinvestment Committee for a year or 2. I love to travel and belong to the Sooner State Traveler's Club. I am also a member of the Midwest City Lions Club and the Midwest City Elks Lodge.

Douglas Ivan Severt

I was assigned to Tinker AFB in August 1979 and have been a resident of Midwest City since that time, first living on TAFB family quarters and then building my first home in May 1982, then my current home in May 2004. I retired from the military in December 1989 after 22 ½ years and then worked for the DoD for another 22 ½ years. During my military career at TAFB, I was in the Directorate of Distribution and was selected in 1980, 1982 and 1985 as the Outstanding Senior Air Force Transportation NCO of the year and also in 1980, I was selected as the Air Force Logistics Command Outstanding Transportation NCO of The Year.

Being a Vietnam Veteran, I created “Phan Rang Vietnam Veterans” group from Veterans who were stationed at Phan Rang AB, RVN, where there were initially about 40-50 Veterans but now boast a membership of almost 2,500 members worldwide. I am the President and CEO of the group and organize yearly reunions, write a bi-monthly historical newsletter with stories and first person accounts of those that served in Vietnam with over 7,000 pages and still counting. To date, I have written 10 books (and counting) on Vietnam and also 2 family history books. My newsletters contain all the history of Phan Rang Air Base that I’ve written and is hosted at the Vietnam History Center at the University of Texas, Waco and the Vietnam War section at Fold3.com, the military section of Ancestry.

I have always been interested in matters of the community and was a member of the Homeland, Forrest and Cassidy Cove Families Neighborhood Association group since its inception and now serve as president of that group. Since my leadership more neighbors have been involved in activities and I strive to make the monthly meeting more interesting to a wider audience.

Douglas Ivan Severt
9217 Cassidy Ct.
Midwest City, OK 74130
(405) 801-7032



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: May 27, 2025

SUBJECT: Discussion, consideration and possible action of declaring as surplus one hundred and sixty (160) firearms of various calibers authorizing their disposal by trade-in towards future purchases with COPS Gun Shop (OKC) for a trade-in amount of \$18,795.00. Also requesting surplus for the items of found property and seized non-drug evidence on the attached lists, and authorizing their disposal through sealed bid, public auction, or destruction in the case of items posing a threat to the general safety of the general public. (G. Wipfli-Police Chief)

The attached list of items has been converted through the legal process. The Midwest City Police Department requests consideration to enter into an agreement with COPS Gun Shop (OKC) to dispose of the converted firearms for a trade-in value of \$18,795.00, leaving the full credit amount for future purchases through COPS Gun Shop.

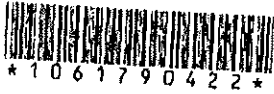
Auction services are provided to the City by:

1. www.ebay.com
2. www.govdeals.com
3. www.publicsurplus.com

Staff recommends approval.

Greg Wipfli

Greg Wipfli, Chief of Police



IN THE DISTRICT COURT WITHIN AND FOR OKLAHOMA COUNTY

STATE OF OKLAHOMA

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

IN RE: APPLICATION OF CHIEF OF POLICE)
OF THE CITY OF MIDWEST CITY,)
OKLAHOMA, TO DISPOSE OF CERTAIN)
PERSONAL PROPERTY)

CP-2025-16

APR 25 2025

RICK WARREN
COURT CLERK

108

ORDER

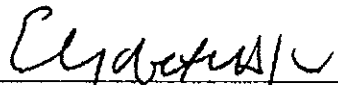
ON this 25 day of April, 2025, this matter comes for hearing upon the Application of the Chief of Police of the City of Midwest City for authorization to sell certain abandoned property, attached as Exhibit A. Applicant appears represented by the Assistant City Attorney for the City of Midwest City, Vicki L. Floyd, with no other appearing. Applicant has demonstrated that the police property manager and his staff have made a good faith attempt to contact the last known owners of property by certified mail and other available means, other than those owners of firearms who have a felony conviction and for which return of said firearms is prohibited, and that publication by Notice was given in the Journal Record on April 9, 2025; Affidavit of Publication separately filed. Further that Counsel for Applicant posted the Notice of Hearing at three (3) locations in the City of Midwest City for ten (10) days prior to this hearing, making available Exhibit A for public inspection.

WHEREUPON, the Court having considered the pleadings, statement of counsel, and being fully advised in the premises, finds that the Application should be granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court that the Chief of Police of the City of Midwest City, Oklahoma be allowed to and is thereby authorized at his discretion to conduct;


- A. The sale of some of the listed property attached hereto and labeled Exhibit A;
- B. The conversion of some of the listed property to use by the City of Midwest City;
- C. The destruction of all property having no use but of posing a threat to the general safety of the general public, including but not limited to firearms, weapons, or other harmful or hazardous property not deemed useful to the City of Midwest City;
- D. A sale of the property at a public auction for case to the highest bidder;

- E. A transfer of property to a third-party agent under contract with governing body of the Chief of Police for sale by Internet or other electronic means, whether such a sale structure or distribution site is within the State of Oklahoma;
- F. A donation of the property having a value of less than Five Hundred Dollars (\$500.00) to a not for profit corporation defined in Title 18 of the Oklahoma Statutes for use by needy families;
- G. To deposit of all listed moneys and any moneys derived from the sale of the property in the Midwest City General Fund; or
- H. By any other means as determined appropriate by the Court, including but not limited to destruction.



Judge of the District Court

Approved as to form:



Vicki L. Floyd, OBA #16040
Assistant City Attorney and City Prosecutor
City of Midwest City
100 N. Midwest Blvd.
Midwest City, OK 73110
(405) 739-1284 Telephone
(405) 869-8680 Fax
vfloyd@midwestcityok.org



May 2, 2025

To Whom It May Concern:

COPS Gun Shop will give the City of Midwest City Police Department \$18795.00 in store credit for the Property Room/Evidence firearms we evaluated on 3-12-2025.

Austin Warfield

A handwritten signature in black ink, appearing to read 'Austin', written over a horizontal line.

COPS Gun Shop

416 HUDIBURG CIRCLE
STE. B
OKC, OK 73108
405.235.2677
AUSTIN@COPSGUNSHOP.NET
COPSGUNSHOP.NET

			PROPERTY CONVERSION LIST			
CASE #	OFFENSE	DATE RVD	PROPERTY	SERIAL #	OWNER	
18-02077	BURGALARY BUSINESS	3/30/2018	RYOSI SAWZALL		GENE GREEN	
18-03488	WARRANT	5/24/2018	SANSUI MONITOR		UNKNOWN	
18-04791	COMPUTER CRIME	7/1/2018	CANNON PIMA MG2520 PRINTER		UNKNOWN	
			EPSON PICTURE MATE PRINTER		UNKNOWN	
			CANNON SCANNER PRINTER WHITE		UNKNOWN	
21-03920	LARCENY OF COPPER	6/19/2021	MISC TOOLS		TYLER CLETON HARMON	
21-05631	FOUND PROPERTY	8/6/2021	OKLAHOMA NATIONAL CHAMPIONSHIP RING		UNKNOWN	
21-06810	FOUND PROPERTY	10/15/2021	SPORTS CARDS		UNKNOWN	
22-02682	PETIT LARCENY	4/20/2022	RED RECIPROCATING SAW AND BLADES		UNKNOWN	
22-03010	FOUND PROPERTY	5/12/2022	BLUE HERCULES RECIP SAW	389952102	UNKNOWN	UTL
22-03468	SAFEKEEPING	5/30/2022	IPAD	XMOBX82110D60858	KASANDRA ROBINSON	UTL
22-08327	SAFEKEEPING	12/27/2022	SAMSUNG TABLET		JONATHAN BARRETT	UTL
23-04420	SHOP LIFTING	7/14/23	MENS CLOTHING (NEW)		UNKNOWN	
23-04420	SHOP LIFTING	7/14/2023	GAMING CONTROLLERS		UNKNOWN	
24-00042	FOUND PROPERTY	1/3/2024	HP LAPTOP	SCD720BPPD	UNKNOWN	
24-01335	FOUND PROPERTY	3/8/2024	DEWALT CORDLESS DRILL	DKQ2YQZ	UNKNOWN	
24-02031	FOUND PROPERTY	4/8/2024	JASON BRAND BINOCULARS		UNKNOWN	
24-02583	WARRANT	9/7/2024	IPAD	MXL65T04V3	JOHN MCINTOSH	UTL
24-03156	FOUND PROPERTY	5/27/2024	GARDENLINE ELECTRIC CHAINSAW	2018080621	UNKNOWN	
			PORTOLIO POWER PACK		UNKNOWN	
			GREENWORKS BATTERY CHARGER AND BATTERY	GWV03112188	UNKNOWN	
24-03630	FOUND PROPERTY	6/21/2024	APPLE IMAC	C2YG9NSXDRJ7	UNKNOWN	
	FOUND PROPERTY	6/21/2024	IPAD	DKCF40B182	UNKNOWN	
24-04404	FOUND PROPERTY	7/28/2024	ARIWAYZ FHD 1080P DASH CAM		UNKNOWN	

JEWELRY

CASE #	ITEM	OWNER	STATUS
17-08597	GOLD COLORED RING	SHAKEVIA JONES	UTL
20-00311	GOLD COLORED WATCH	UNKNOWN	
20-02649	BRONZE WATCH	UNKNOWN	
22-00087	SILVER COLORED WATCH	VICTORIA INGRAM	DID NOT PICK UP
22-01893	MISC JEWELRY	UNKNOWN	
22-03542	WEDDING RING SET	SAMS CLUB	DID NOT PICK UP
22-07884	DIAMOND RING	UNKNOWN	
22-07884	RED GOOD SAM WATCH	UNKNOWN	
23-05611	APPLE WATCH	UNKNOWN	
23-06074	MISC JEWELRY	UNKNOWN	
23-06434	APPLE WATCH	UNKNOWN	

MONEY

CASE #	TITLE	DATE	AMOUNT	OWNER	STATUS
19-01698	ASSAULT AND BATTERY	3/9/2019	\$1.00	STEPHANIE STONE	UTL
19-04073	ARMED ROBBERY	6/7/2019	\$3.45		
19-09157	ROBBERY	12/21/2019	\$27.00	DOLLAR GENERAL	DID NOT PICK UP
20-02032	UNATTENDED DEATH	3/26/2020	\$11.00	DANIEL ROSS	UTL NOK
21-01171	TRAFFICKING ILLEGAL DRUGS	2/25/2021	\$80.00	UNKNOWN	
21-01316	BURGLARY II	3/4/2021	\$15.11	EXPRESS 1 CAR WASH	UTL
21-02374	ROBBERY W/DANGEROUS	4/20/2021	\$1.00	405 BUDZ	UTL
21-03264	PUBLIC INTOXICATION	5/25/2021	\$20.00	CLARENCE PATTERSON	UTL
21-06389	SHOOTING WITH INTENT	9/26/2021	\$2.00	RASHAWN SPOTWOOD	UTL
22-00793	UNATTENDED DEATH	2/8/2022	\$1.00	ALEJANDRO ESTRADA GALLEGOS	UTL NOK
22-01060	DIST CONTR SUBST	2/20/2022	\$1.00	MAICUALISE ANSA HILL	UTL
22-03934	FOUND PROPERTY	6/17/2022	\$1.85	KRISTAL SHIRLEY	UTL
22-04306	FOUND PROPERTY	7/4/2022	\$5.00	UNKNOWN	
22-04957	FOUND PROPERTY	7/29/2022	\$3.23	UNKNOWN	
22-06289	TRESSPASS	9/24/2022	\$11.92	MATTHEW GRIFFIN	DID NOT PICK UP
22-06940	DISCHARGE FA IN CITY LIMITS	10/22/2022	\$4.00	UNKNOWN	
22-07140	BURG III	10/30/2022	\$21.05	UNKNOWN	
22-07161	CARRY WEAPONS	10/30/2022	\$30.55	ZANTAYVEAN SMITH	UTL
23-00252	FOUND PROPERTY	1/12/2023	\$1,000.00	UNKNOWN	
23-00914	ACCIDENT AUTO PED	2/10/2023	\$31.68	STEVEN DUSHANE	DECEASED
23-05400	FOUND PROPERTY	8/26/2023	\$21.00	ANGELO WASHINGTON	UTL
23-06554	FOUND PROPERTY	10/18/2023	\$4.00	ANDREW BRYANT	UTL
23-07354	FOUND PROPERTY	11/27/2023	\$1,207.00	CARMELO SEGURA	UTL
23-07944	FOUND PROPERTY	12/22/2023	\$108.00	WAYLEN BROWN	UTL
24-00946	FOUND PROPERTY	2/19/2024	\$32.00	DANICA FOREMAN	UTL
24-01606	FOUND PROPERTY	3/19/2024	\$39.95	UNKNOWN	
24-02596	SAFEKEEPING	5/1/2024	\$3.76	LAURA BOONE	TRANSIENT
24-04404	FOUND PROPERTY	7/28/2024	\$2.50		

\$2,690.05

Bicycle Conversion List

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CASE #	OFFENSE	DATE RVD	PROPERTY	SERIAL #	OWNER	UTL
18-03327	BURGLARY	5/18/18	PURPLE MOUNTAIN BIKE		UNKNOWN	UTL
22-04058	HIT AND RUN	6/22/22	BMX KROME 2.0	DLG103192	JESSE JAMES GRAY JR	UTL
22-05892	FOUND PROPERTY	9/8/22	INSPIRE BMX STYLE BIKE	SNKDS0807847	UNKNOWN	UTL
22-07647	ACCIDENT AUTO PED	11/23/22	MONGOOSE 20 IN		LEVI JOHN HERMOSILLO	UTL
23-02239	FOUND PROPERTY	4/3/23	KENT AMBUSH	HS170601055	UNKNOWN	
23-05949	FOUND PROPERTY	3/17/23	HYPER SPINNER BMX	TT17302093	UNKNOWN	
23-07079	PUBLIC INTOXICATION	11/13/23	ROADMASTER GRANITE PEAK	UNK	DEREK HOLDER	UTL
23-07491	FOUND PROPERTY	12/3/23	NISHIKI PUEBLO	EH190211824	UNKNOWN	
24-00305	FOUND PROPERTY	1/17/24	GREEN BMX	GS02038	UNKNOWN	
24-00678	FOUND PROPERTY	2/5/24	FREESTYLE AMBUSH BMX	307080574	UNKNOWN	
24-01290	RETURN RUNAWAY	3/5/24	RAZOR SCOOTER	40H830-04-23040029919	UNKNOWN	
24-04316	FOUND PROPERTY	7/23/24	ROADMASTER	R3012WMI	UNKNOWN	
24-04768	FOUND PROPERTY	8/13/24	KENT FLEXOR	GS72952VMAA	UNKNOWN	
24-05560	FOUND PROPERTY	9/20/24	CHAOS BMX STYLE BIKE	UNK	UNKNOWN	
24-05753	FOUND PROPERTY	9/30/24	PURPLE/SILVER BIKE	UNK	UNKNOWN	
24-07354	FOUND PROPERTY	12/10/24	GT	485	UNKNOWN	
24-07442	FOUND PROPERTY	12/16/24	BLUE BIKE		UNKNOWN	
24-07442	FOUND PROPERTY	12/16/24	BLACK AND BLUE BIKE		UNKNOWN	
24-07506	FOUND PROPERTY	12/18/24	OZONE ELEVATE	80819T6	UNKNOWN	
24-07651	FOUND PROPERTY	12/28/24	KENT XZR 21 SPEED	GS151237548	UNKNOWN	

GUN CONVERSION LIST
Current Property Conversion List

CASE #	OFFENSE	DATE RCVD	PROPERTY	SERIAL #	OWNER	
10-08450	BURGLARY1	10/10/2010	M1 CARBINE RIFLE .30 CAL	82827	DAVID GREER	CONV FELON
15-00351	FOUND PROPER	1/14/2015	22 CAL SAWED OFF RIFLE	UNK	UNK	
15-09081	POSS CDS	12/1/2016	12 GA MOSSBURG 190KC	PRE 68	DIRECK WAYNE MARSH	SAWED OFF
17-03232	CARRY FA AFCF	5/4/2017	RG 31 .38	179335	ROBIN GEGHAN	CONV FELON
17-05897	FOUND PROPERTY	8/11/2017	UNKNOWN MAKE REVOL	UNK	UNK	
18-03569	FOUND PROPERTY	5/26/2018	JC HIGGINS MODEL 583 20 GA	UNK	UNK	
18-04779	CARRY CONCEALED WEAPON	7/11/2018	SIG SAUER P226	47A049610	JASON KEITH ISAAC	CONV FELON
18-04779	CARRY CONCEALED WEAPON	7/11/2018	S&W REVOLVER	CD44514	JASON KETH ISAAC	CONV FELON
18-07421	SAFEKEEPING	10/22/2018	WINCHESTER RIFLE	1868736	BRANDON WAYNE WATKINS	UNABLE TO LOCATE
18-07421	SAFEKEEPING	10/22/2018	TAPOC RIFLE	1337023	BRANDON WAYNE WATKINS	UNABLE TO LOCATE
19-06968	BURGLARY	9/29/2019	S&W	JBH5890	SECRET DESIRE ROGERS	UNABLE TO LOCATE
19-08537	MENTAL HEALTH	11/27/2019	GALESI-BRESCIA 635	432541	STEVE PAROTTE	DID NOT PICK UP
20-01109	POSS FA AFCF	2/15/2020	RUGER SINGLE SIX .357	155-43-400	TRACY DON BRILL	CONV FELON
20-02568	POSS CDS	4/28/2020	RUGER SR-9	33037817	RICHARD VARNELL	CONV FELON
20-02568	POSS CDS	4/28/2020	JN SCOTT SHOTGUN	PRE 58	RICHARD VARNELL	CONV FELON
20-03213	SHOOTING WITH INTENT	5/25/2020	TAURUS MILLENNIUM PT111 G2	TM30787	KENNETH RAY KING	CONV FELON
20-03308	GEN ARREST	5/29/2020	S&W S09	F2M1218	MYRON HAYES	CONV FELON
20-04212	POSS FA AFCF	7/9/2020	ROCK ISLAND 1911 .45 CAL	RLA178898	ALLEN KENT SWEEDEN	CONV FELON
20-05262	POSS STOLEN PROPERTY	8/19/2020	S&W M&P 9MM	HWU3398	ENIN LINDSEY BECKER	CONV FELON
20-07083	POSS CDS	11/4/2020	S&W .45 CAL PISTOL	HLX9216	CHRISTIAN LAQUAN BURRIS	UTL
20-07666	TRAFFICKING ILLEGAL DRUGS	11/28/2020	BARRETT APX 9MM	AXC027948	KAYLOS KLINGER	CONV FELON
20-08108	RECKLESS CONDUCT WITH FIREARM	12/20/2020	S&W MODEL 915	VCKS237	UNK	
20-08108	RECKLESS CONDUCT WITH FIREARM	12/20/2020	TAURUS PT111 9MM	ABC423092	UNK	
20-08108	RECKLESS CONDUCT WITH FIREARM	12/20/2020	GLOCK 43	ADVC518	UNK	
20-08193	POSS FA AFCF	12/24/2020	GLOCK 43	ACA0300	UNK	
21-00964	POSS FA AFCF	2/12/2021	JIMENEZ ARMS 380 AUTO	336900	ERNEST LEE WILDER	CONV FELON
21-00994	POSS FA AFCF	2/13/2021	TAURUS G2C 9MM	ABN313165	FRANK PARKER	CONV FELON
21-01125	USING OFFENSIVE WEAPON IN FELONY	2/23/2021	GLOCK 19 GEN 4	BLVS080	JALEN WRIGHT	CONV FELON
21-01522	KIDNAPING	3/13/2021	HARRINGTON AND RICHARDSON	266	ROScoe DEVON HAWKINS	CONV FELON
21-02027	FOUND PROPERTY	4/4/2021	ASTRA .357 REV	164626	UNKNOWN	
21-02198	UNLAWFUL POSS FA	4/12/2021	GLOCK 19	BRNV614	MATTHEW BENDER	CONV FELON
21-02452	UNLAWFUL POSS FA	4/23/2021	GLOCK 21	AFDV295	CHARLES KEMP	CONV FELON
21-03145	SEARCH WARRANT	5/20/2021	WINCHESTER 12 GA SHOTGUN	AP1406752	EARL WAYNE WHITE	CONV FELON
21-03471	TRAFFICKING IN ILLEGAL DRUGS	6/2/2021	SCCY 9MM	12591076	EARL WAYNE WHITE	CONV FELON
21-03471	TRAFFICKING IN ILLEGAL DRUGS	6/2/2021	W RICHARDS DOUBLE BARREL SG	222859	DUSTIN MATTHEW WOOD	CONV FELON
21-03471	TRAFFICKING IN ILLEGAL DRUGS	6/2/2021	WINCHESTER 30 30 MODEL 94	PRE 68	DUSTIN MATTHEW WOOD	CONV FELON
21-03471	TRAFFICKING IN ILLEGAL DRUGS	6/2/2021	FIE 410 SHOTGUN	2963669	DUSTIN MATTHEW WOOD	CONV FELON
21-03471	TRAFFICKING IN ILLEGAL DRUGS	6/2/2021	UNION MACHINE 12 GA SG	C964767	DUSTIN MATTHEW WOOD	CONV FELON
21-03471	TRAFFICKING IN ILLEGAL DRUGS	6/2/2021	UNION MACHINE 12 GA SG	PRIE 68	DUSTIN MATTHEW WOOD	CONV FELON

21-03471	TRAFFICKING IN ILLEGAL DRUGS	6/2/2021	ENFIELD 1862 FLINTLOCK	2223	DUSTIN MATTHEW WOOD	CONV FELON
21-03471	TRAFFICKING IN ILLEGAL DRUGS	6/2/2021	WINCHESTER 1200 12 GA	308438	DUSTIN MATTHEW WOOD	CONV FELON
21-03471	TRAFFICKING IN ILLEGAL DRUGS	6/2/2021	THUNDER LAUNCHER	NONE	DUSTIN MATTHEW WOOD	CONV FELON
21-03671	DIST CONTROLLED SUBSTANCE	6/10/2021	FMJ COBRAY	A0059233	WESLEY BANKS	CONV FELON
21-03671	DIST CONTROLLED SUBSTANCE	6/10/2021	S&W M&P .357	2K62442	WESLEY BANKS	CONV FELON
21-04412	POSS FA AFCE	6/10/2021	TAURUS MILINIUM G2 9MM	T1573173	GODFREY WASHINGTON III	CONV FELON
21-04703	DIST CONTROLLED SUBSTANCE	7/8/2021	GLOCK MODEL 45 9MM	BRK4571	NACORYA CROOK	CONV FELON
21-06277	DUI	9/2/2021	HI POINT C9	P158405	ROWDY WILLIAM BELIEU	FORFEIT
21-06758	CARRY CONC WEAPON	10/13/2021	TAURUS G3C	ABL149900	UNKNOWN	CONV FELON
21-07176	POSS FA AFCE	10/31/2021	S&W SHIELD	JEN1142	JARON MOREL PARKER	UTL
21-07394	INVALID LICENSE	11/9/2021	SCCY CPX-2 PISTOL	622280	KADEN BRENT OGEE	DISCLAIMER
21-07441	POSS FA AFCE	11/11/2021	GRENDAL P-12 .380	NONE	CODY MORGAN	CONV FELON
21-07621	POINTING FA AT ANOTHER	11/19/2021	TAURUS 1911	NGN23191	KAJUAN LYNDELL SIMMS	CONV FELON
21-07813	UNLAWFUL POSS FA	11/28/2021	TAURUS JUDGE	GW830186	UNKNOWN	DECEASED
21-08466	DUI	12/24/2021	RUGER LCP .380	371742740	ADRIAN BOWSER	DISCLAIMER
21-08510	DUI	12/31/2021	S&W M&P SHIELD 9MM	HCW6662	SHOTZ MATLOCK	CONV FELON
22-00145	POSS CDS WITH INTENT	1/8/2022	ROHM RG-14 .22	258392	MARK CHAMBERS	CONV FELON
22-00152	SHOOTING WITH INTENT	1/9/2022	BERETTA PX4 STORM	P245226	JOSEPH TYLER CARTER	CONV FELON
22-00235	POSS FA AFCE	1/12/2022	WALTHER PPO 9MM	FA7670	KORI DEWAYNE KEATON	FORFEIT
22-00521	MENTAL HEALTH INTERVENTION	1/25/2022	SCCY CPX-2	C217565	CHRISTIAN MORRIS	UTL
22-00775	VPO TURN IN	2/8/2022	MARLIN 22 LR	10511502	JASON WEATHERLY	UTL
22-00775	VPO TURN IN	2/8/2022	REMINGTON 22 LR	NONE	JASON WEATHERLY	UTL
22-00775	VPO TURN IN	2/8/2022	GUARDIAN .25 CAL	G608441	JASON WEATHERLY	UTL
22-00851	POSS CDS WITH INTENT	2/8/2022	STEVE'S 20 GA MODEL 67L	NONE	JASON WEATHERLY	CONV FELON
22-01146	POSS CDS WITH INTENT	2/10/2022	GLOCK 19 GEN 5	BKBR190	BRANDON LAMONT JOHNSON	CONV FELON
22-01388	BURGALRY III	2/24/2022	GLOCK 22 .40 CAL	BUCA457	BRANDON LAMONT JOHNSON	UNABLE TO LOCATE
22-02327	MENTAL HEALTH INTERVENTION	4/3/2022	WALTHER PPO 9MM	FC74740	UNIK	UNABLE TO LOCATE
22-02348	POSS CDS WITH INTENT	4/16/2022	RUGER WRANGLER REVOLVER	201-68676	ANDREW JOSEPH MURPHY	DID NOT PICK UP
22-02723	ASSAULT W DEADLY WEAPON	4/25/2022	GLOCK 19 9MM	CFT099	SYNKA DVAUGHN VEASY	CONV FELON
22-03183	RECKLESS CONDUCT WITH FA	5/1/2022	TAURUS G2C 9MM	ACH127933	MARCUS WAYNE ZACKERY	UNABLE TO LOCATE
22-03318	UNLAWFUL CARRY	5/16/2022	WALTHER CCP 380	WMO14137	LYLE NORCOTT	CONV FELON
22-04485	POSS FA BY FELON	5/23/2022	RUGER LCP .380	380329389	UNIK	CONV FELON
22-05150	POSS FA AFCE	7/11/2022	S&W 38 SPL	CNLO4-28637-2	UNIK	CONV FELON
22-05292	POSS STOLEN PROPERTY	8/7/2022	RUGER SR22	386-61676	GERALD LAMAR BOWEN	CONV FELON
22-06072	POSS FA AFCE	8/7/2022	TAURUS SPECTRUM .390	1F013C70	MATTHEW ROBINSON	CONV FELON
22-06201	POSS FA AFCE	5/12/2022	SPRINGFIELD XD .45	UST00914	DONTRELL DEVON SHAW	CONV FELON
22-06914	UNLAWFUL POSS WEAPON BY A CHILD	9/16/2022	S&W SD40	HG960613	CHRISTOPHER JAMES JOHNSON	CONV FELON
22-06949	ASSAULT	9/20/2022	ORANGE FLARE GUN	E815888	UNKNOWN	CONV FELON
22-07513	SEARCH WARRANT	10/22/2022	HERITAGE MANUFACTURING	FBK9364	DERICK LAMONTH JETHROE	CONV FELON
22-07590	ATTEMPTED SUICIDE	11/16/2022	S&W	V29404	UNIK	CONV FELON
22-07701	DOMESTIC A&B	11/16/2022	SIG SAUER 1911	JHN1938	AARON NIBBS	CONV FELON
22-07786	CARRY CONCEALED WEAPON	11/26/2022	TAURUS G3 9MM	548161814	CAMERON WADE DINGER	CONV FELON
22-08265	DISCHARG FIREARM INTO DWELLING	11/30/2022	TAURUS TH40 .40 CAL	ACL570908	GENTRY LEE HUDSON	CONV FELON
22-08301	SHOOTING WITH INTENT	11/30/2022	TAURUS G3 9MM	ADCO51074	KALLURE YAKU KENNON	CONV FELON
		12/22/2022	GLOCK 19 9MM	BBKE510	BRIAN PRENTICE WILSON JR.	CONV FELON
		12/24/2022	S&W M&P SHILD	RLV3515	BLANE PATRICK MASON	CONV FELON
					PRECIOUS DEMIRA YOUNG	CONV FELON

22-08345	DUI	12/28/2022	ARMSCOR 1911 .45 CAL	AP240034	CHRISTOPHER BRENT DAWSON	DISCLAIMER
23-00138	FELONY POINTING A FIREARM	1/7/2023	RG INDUSTRIES RG31	Q200222	MARK WAYNE PRITCHARD	CONV FELON
23-00468	TRAFFICKING ILLEGAL DRUGS	1/21/2023	TAURUS G2C 9MM	ABA229044	AUSTIN SHANE RHEA	CONV FELON
23-00728	POSS FA AFCE	2/2/2023	TAURUS TH40	SLY26385	HORACE MARKEESE SMILEY	CONV FELON
23-00940	UNLAWFUL POSS WEAPON BY A CHILD	2/12/2023	TRISTAR T 700	12E0255	UNK	
23-00982	ASSAULT W DANGEROUS WEAPON	2/15/2023	RUGER 10-22	RCS2-00149	MARVIN FREDRICK JONES	VETERANS HOME
23-00982	ASSAULT W DANGEROUS WEAPON	2/15/2023	JIMENEZ ARMS J.A. NINE	356032	MARVIN FREDRICK JONES	VETERANS HOME
23-00990	POINTING A FIREARM	2/15/2023	TAURUS G3C 9MM	ADA76601	GLYNN TISSA BROWN	DISCLAIMER
23-01259	UNLAWFUL POSS OF WEAP BY CHILD	2/25/2023	TAURUS G2C 9MM	ACB34578	UNK	
23-01436	SUICIDE	3/5/2023	RUGE SECURITY 9	583-21871	WAYNE SCOTT SMITH	UTL FAMILY
23-01501	MENTAL HEALTH INTERVENTION	3/7/2023	SPRINGFIELD ARMORY XD-9	US962140	ERIC WILLIAM FRITCH	MENTAL HEALTH
23-01724	DUS	3/19/2023	WALTHER PPS	AW1716	QUINTON G DAVIS	CONV FELON
23-01808	POSS FA AFCE	3/22/2023	SCCY CPX-1	C437760	JAHKIA RASHAE GORDON	CONV FELON
23-01992	CARRY CONCEALED WEAPON	3/31/2023	GLOCK 48 9MM	BMP895	JAMES SIMON	DID NOT PICK UP
23-02031	ROBBERY	4/1/2023	GLOCK 43	ACFD369	CHARLES DANIELO CLAY	CONV FELON
23-02540	DOMESTIC A&B	4/22/2023	TAURUS G2C 9MM	ADJ644582	TALIYAH MARIE GILS	UTL
23-02617	UNATTENDED DEATH	4/25/2023	ROCK RIVER ARMS LAR15M	NC101514	DEVANTE DEON MILLIGAN	UNABLE TO LOCATE NOK
23-02875	UNLAWFUL POSS OF WEAP BY CHILD	5/6/2023	TAURUS ARMS LAR15M	TXG64826	UNK	
23-02875	UNLAWFUL POSS OF WEAP BY CHILD	5/6/2023	FOREHAND ARMS REVOLVER	327761	UNK	
23-03066	TRAFFICKING ILLEGAL DRUGS	5/15/2023	COBRAY INDUSTRIES M-11	89-0066093	SENECA MONTOYA LEE	CONV FELON
23-03148	FOUND PROPERTY	5/18/2023	REMINGTON SPR100 REVOLVER	UNK	UNK	NON FUNCTIONAL
23-03564	POSS FA AFCE	6/6/2023	RUGER LCP .380	37245617	UNK	
23-03735	RECOVERED STOLEN MOTOR VEHICLE	6/13/2023	S&W MAP	MY3528	UNK	
23-03916	SAFEKEEPING	6/22/2023	WALTHER CCP .380	WM007966	KEAUSHA SHAUNTIQUE PARKS	UTL
23-04272	DISCHARGE FA INTO DWELLING	7/8/2023	TAURUS G2C 9MM	AD8919701	UNK	
23-04444	ASSAULT AND BATTERY WITH DANG WEAP	7/15/2023	GLOCK 21 .45 CAL	VFZ716	DOMINIC CHRISTIAN DOWDY	JUV FELON
23-04444	ASSAULT AND BATTERY WITH DANG WEAP	7/15/2023	SDS M45	T0622-2187092220	UNK	
23-04769	TRAFFICKING ILLEGAL DRUGS	7/29/2023	TAURUS PT111 G2	TXJ32816	JAYDON TREVON NELSON	CONV FELON
23-04769	TRAFFICKING ILLEGAL DRUGS	7/29/2023	REMINGTON 550-1	NONE	JAYDON TREVON NELSON	CONV FELON
23-04848	UNLAWFUL POSS OF WEAP BY CHILD	8/4/2023	S&W SD40VE	FWX3831	UNK	
23-04902	UNLAWFUL POSS OF WEAP BY CHILD	8/4/2023	TAURUS PT.809	TGR70240	UNK	
23-05695	CARRY WEAPONS	9/6/2023	TAURUS PT14SPRO .45	NC981732	UNK	
23-05695	CARRY WEAPONS	9/6/2023	MOD RG 26	U089883	UNK	
23-06129	MENTAL HEALTH INTERVENTION	9/27/2023	GIRSAN MC 1911 C .45	T6358-21AP02687	ERIC WAYNE EDWARDS	UTL
23-06115	MENTAL HEALTH INTERVENTION	9/26/2023	TAURUS G3C	ADA802314	STEVEN TYLER PRINCE	MENTAL HEALTH
23-06218	ACCIDENT INJURY	10/1/2023	SIG SAUER P365	66A83864	STEVEN ALLEN ROBINSON JR	UTL
23-06438	POSS FA AFCE	10/12/2023	GIRSAN MC1911 C	T6358	OTIS EALOM	CONV FELON
23-06399	POSSESSION OF STOLEN PROPERTY	10/19/2023	BERETTA 21A-22 LR	DA4273944	UNK	
23-06561	ASSAULT AND BATTERY WITH DANG WEAP	10/30/2023	KELTEC PMR-30 .22 CAL	VX1572	HIRAM ISON EBERT	CONV FELON
23-06825	PUBLIC INTOXICATION	11/1/2023	ROSSI .38 SPL	F829605	DANIEL TREMAINE TURNER	CONV FELON
23-06861	FOUND PROPERTY	11/3/2023	S&W SD9	YE9683	UNK	
23-06903	MENTAL HEALTH INTERVENTION	11/8/2023	DIAMOND BACK DB9	RBM4927	BELINDA GAYLE LEWIS	UTL
23-06988	ASSAULT AND BATTERY	11/8/2023	S&W SM40VE	AP411472	BREYONNA NICOLE DAVIS	UTL
23-07003	UNLAWFUL CARRY	11/14/2023	DAVIS P-380	400549	UNK	
23-07120	DOMESTIC ASSAULT AND BATTERY	11/14/2023	LLAMA MAX .380	NLW92448	TYRESE HANNIBAL COBB	CONV FELON
23-07418	LARCENY OF MOTOR VEHICLE	11/29/2023	TAURUS 1911		UNK	
24-00603	SUICIDE	2/1/2024	SCCY CPX-1 9MM	629620	BRANDI HARGETT	NOK DOES NOT WANT
24-00724	RECOVERED STOLEN PROPERTY	2/7/2024	RUGER EC9S	45860318	CHANEL ALAUTER	UNABLE TO LOCATE

24-00948	SUICIDE	2/19/2024	Savage Arms .410 Shotgun 22 LR	UNK	SALEE PAYNE	UNABLE TO LOCATE NOK
24-01411	SUICIDE	3/10/2024	SIG SAUER P365	66G030557	ANDREW THOMAS MONTUO	NOK DOES NOT WANT
24-01452	MENTAL HEALTH	3/12/2024	LUAMA MAX1 .45	71040667503	KOLTON GREEN	DID NOT FILE
24-01606	FOUND PROPERTY	3/19/2024	STOGER STR-9C	T6429-21S11557	UNK	
24-02065	FOUND PROPERTY	6/24/1913	RIGER .CL AX /380	380963614	UNK	
24-02384	POSS FA ON SCHOOL PROPERTY	4/22/2024	HI POINT CF 380	P8174838	BRIAN SCOTT LUCAS	CONV FELON
24-02438	FOUND PROPERTY	4/24/2024	CHARTER ARMS UNDERCOVER REV	2073854	UNK	
24-03216	SUICIDE	5/30/2024	SCCY CPX-2	663196	VICTOR S. CRAMER	UNABLE TO LOCATE
24-03687	SUICIDE	6/23/2024	S&W SD9VE	FBU7626	JOSHUA MICHAEL RABBITOY	NOK DOES NOT WANT
24-04119	SAFEKEEPING	7/15/2024	TAURUS 9MM	TWV53944	TIMOTHY BRADFORD MALONE	UNABLE TO LOCATE
24-04169	SAFEKEEPING	7/17/2024	ROSSI .38 SPL	W098845	BRANDON DEJUAN HIGGS	UNABLE TO LOCATE
24-04489	FOUND PROPERTY	8/1/2024	GLOCK 26	VDA038	VERONA VESHLAGE	UNABLE TO LOCATE
24-04621	CARRY CONCEALED WEAPON	8/6/2024	XDM PISTOL	A1270872	HARVON TAYLOR	UNDERAGE
24-04837	CARRY CONCEALED WEAPON	8/17/2024	ANDERSON AM15	ADH620297	KENTREAL JOHNSON	UNDERAGE
24-04837	CARRY CONCEALED WEAPON	8/28/2024	RG INDUSTRIES RG23 REVOLVER	ADH620297	KENTREAL JOHNSON	UNDERAGE
24-05061	POSS MJ	9/22/2024	SCCY CPX-2 9MM	ALTERED	OMARI SMITH	FORFEIT
24-05606	FOUND PROPERTY	9/25/2024	SIG SAUER	66F14963	UNK	
24-05667	SUICIDE	10/5/2024	H&R ARMS MODEL 922 REVOLVER	J3017	DAVID MCGRAW	NOK DOES NOT WANT
24-06873	FOUND PROPERTY	11/21/2024	TAURUS PT111 G2 9MM	ACH200266	UNK	
24-06988	CARRY CONCEALED WEAPON	12/8/2024	H&R REVOLVER .32	AY032285	UNK	
24-07286	FOUND PROPERTY	12/16/2024	S&W BODYGUARD .380	KAR8793	UNK	
24-07450	FOUND PROPERTY	12/16/2024	FM HI POWER 9MM	393830	UNK	
24-07450	FOUND PROPERTY	12/16/2024	GLOCK 43X 9MM	BSANS85	UNK	



Community Development Department

Community Development Department
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Matt Summers, Director of Community Development

DATE : May 27, 2025

SUBJECT : Discussion, consideration, and possible action declaring (2) drafting tables as surplus and authorizing disposal through sealed bid, public auction, or other means as necessary.

The Department of Community Development requests to declare the listed items of City property surplus and authorize their disposal through sealed bid, public auction, or by other means as necessary.

2 - Drafting Tables:

- size -- 37d x 72w x 38T
- size -- 38d x 59w x 36T

If declared surplus, these items will be placed on websites for disposal through sealed bid, public auction, or by other means as necessary.

Matt Summers
Director of Community Development

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Allen Stephenson, Information Technology Director

DATE: May 27, 2025

SUBJECT: Discussion, consideration, and possible action of 1) declaring various computer equipment and other miscellaneous items of City property as obsolete, defective, or replaced; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary

The following computer equipment and miscellaneous items are obsolete, defective, or have been replaced.

CPU			
Inventory #	Manufacturer	Serial Number	Department
IT941	Optiplex 3010	4GNYHX1	
IT2567	Precision 5820	50LN9T2	
Fleet1928	IPad Air	DMRPDJ60FK10	
Fleet2129	IPad 9.7	F9FTXSH2HLJJ	
Parks1825	Dell Optiplex 3020	1F4XDB2	
GIS2524	IPad Pro 12.9 2nd Gen	DLXWP16UHP34	GIS
PWA2781	Optiplex 3070	7T4P513	PWA

MISCELLANEOUS			
Quantity	Hardware Type	Serial Number	Department
2	Dual Monitor Mounts		
2	Monitor Base Stands		
11	Dell Monitor		
1	Vizio Tv	LWZQSFCR4902931	
1	Tv Mount		
1	LaserJet Enterprise M608	CNBCP1N0B1	CIS
1	LaserJet Pro M402dn	PHBQF54179	Finance
6	APC UPS		
1	Laserjet Pro 400 MFP M475dn	CNC8DBLS0R	Finance
1	SG300-52P	PSZ20171LD6	
3	Box of Misc		
3	Green Chair		



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

5	Office Rolling Chairs		
1	22 Ton Bottle Jack		
1	microwave dish		
4	smaller broken dishes		
1	Projector screen		
2	Misc chairs		
1	4 drawer file cabinet		
4	2 drawer file cabinet		
5	4 standard drawer file cabinet		
1	Black shelf		



DISCUSSION ITEMS



To: Honorable Mayor and Council
From: Matt Summers, Community Development Director
Date: May 27, 2025

Subject: (MP-00021) Public hearing, discussion, consideration, and possible action to consider approval of the Minor Plat of RS & Sons Investments for the property described as a tract of land lying in the Northwest Quarter (NW/4) of Section Six (6), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 10319 Le Jean Dr., Midwest City, OK.

Executive Summary: The Applicants, Mr. and Mrs. Ryan Spangler of RS & Sons Investments, are requesting approval of their minor plat that proposes to split the subject property into two (2) lots.

This minor plat would create two (2) residential lots, with a total of 0.32 acres, more or less.

Staff performed their standard review of the minor plat and it is consistent with all applicable zoning requirements for the property.

If approved, both lots shall observe the development regulations outlined in the R-6, Single-Family Detached Residential District.

Development is subject to formal site plan review when building permits are pulled.

Both state and local notification requirements were met. At the time of this writing, staff has not received any calls or emails in favor or opposition of this proposal.

The Applicant was present at the Planning Commission meeting and addressed the commission. At the public hearing before the Planning Commission, there were no comments from the public in support or opposition to this application.

Planning Commission recommended unanimous approval of this item.

Action is at the discretion of the Council.

Dates of Hearing:

Planning Commission- May 6, 2025

City Council- May 27, 2025

Date of Pre-Application Meeting: January 9, 2025



Date of Site Plan Review Team Meeting: March 25, 2025

Council Ward: Ward 6, Rick Favors

Owner: Ryan and Stacey Spangler (RS & Sons Investments)

Applicant: Ryan and Stacey Spangler (RS & Sons Investments)

Size: Contains an area of 0.32 acres MOL

Zoning Districts:

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

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

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

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

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

Land Use:

Area of Request- Vacant

North- Pointon City Subdivision (single-family resident)

South- Pointon City Subdivision (single-family resident)

East- Pointon City Subdivision (single-family resident)

West- Pointon City Subdivision (single-family resident)

Municipal Code Citation:

Sec. 38-20 – Minor Plat

Sec. 38-20.1. Purpose.

The purpose of a minor plat is to provide a limited means for simple land division under certain circumstances, which result in minimal lot creation.

In circumstances where no new interior public or private roads are created to serve the subdivision, then a minor plat may be suitable as an instrument to subdivide one (1) lot into five (5) or fewer lots.

Minor plats are intended to ensure the future growth and development of the entire city by ensuring new development does not hinder the provision of public facilities and services to neighboring and nearby properties.

Sec. 38-20.2. Applicability.

An application for approval of a minor plat may be filed when all of the following circumstances apply.

Minor plat circumstances.

- (1) The proposed division results in five (5) or fewer lots;
- (2) All lots in the proposed subdivision front onto an existing public or approved private street and the construction or extension of a street or alley is not required to meet these Subdivision Ordinance requirements;
- (3) All lots meet the zoning ordinance area regulations and standards (minimum frontage, etc.); and
- (4) The plat does not require new interior public or private roads to serve the subdivision.

Sec. 38-20.5. Review and approval process.

- (a) Review action and approval action—Same as final plat. The review and approval processes for a minor plat shall be the same as the review and approval processes for a final plat per section 38-19.
- (b) Minor plat review criteria. The following criteria shall be used to determine whether the application for a minor plat shall be approved, approved with conditions, or denied:
 - (1) The minor plat is consistent with all zoning requirements for the property (if applicable), and all other requirements of this Subdivision Ordinance that apply to the minor plat;
 - (2) All lots to be created by the minor plat already are adequately served by improved public street access and by all required city utilities and services and by alleys, if applicable;
 - (3) The ownership, maintenance and allowed uses of all designated easements have been stated on the minor plat; and
 - (4) The plat does not require new interior public or private roads to serve the subdivision.

History:

1. This property was platted as part of the Pointon City Addition in 1949.

Next Steps:

If Council approves this rezone, the applicant will need to file the plat with all required signatures with Oklahoma County, then provide the City a copy of the filed plat (digital). After filed copy is received, new construction building permits can be pulled.

Staff Comments-

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

Engineering Staff Comments:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

There is a public water main bordering the proposed parcels, a six (6) inch line runs along the south side of 10319 Le Jean Drive. Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

There is a public sewer main bordering the proposed parcels, an eight (8) inch line runs along the north side of 10319 Le Jean Drive. Any new building permit will require tying into the public sewer system as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request exists off of Le Jean Drive. Public road and sidewalk improvements are not required as part of this application. Sidewalk will be required as part of any new building permit.

Drainage and Flood Control, Wetlands, and Sediment Control

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

Easements and Right-of-Way

Right of way is not required with this application.

Public Works' Comments:

Line Maintenance

Water

- Water meter(s) shall be installed in "green belt" per Midwest City Municipal Code Section 43-54.
*Two-foot horizontal green belt buffer zone and vertical clearance zone of five feet.

Sewer

- Backflow preventers shall be installed 3" above final grade.

Landscaping

Protection of Utilities.

- No street tree, other than those species listed as small trees in section 42-5 of Midwest City Municipal Code, may be planted near or within ten (10) lateral feet of any overhead utility wire, or over or within five (5) lateral feet of any underground waterline, sewer line, transmission line or other utility.

Distance from fireplugs.

- No street trees shall be planted closer than ten (10) feet from any fireplug per Section 42-9 of Midwest City Municipal Code.

**Please note, these requirements do not supersede landscape requirements per Zoning Regulations. If landscaping is to be removed due to encroachment of required utilities protection buffer and/or fireplug distance requirements, new landscaping plan shall be submitted to Planning & Zoning for approval.*

Planning Division:

Staff met with the applicant January 9, 2025 for a pre-application meeting.

Site Plan review team meeting was held March 25, 2025 and representatives from the following departments were present: Planning & Zoning, Engineering, Line Maintenance, and Fire Marshal's Office.

This minor plat would create two (2) residential lots with a total of 0.32 acres.

If approved, both lots shall observe the development regulations outlined in the R-6, Single-Family Detached Residential District, including, but not limited to:

○ **Exterior Construction and Design Requirements-**

1. All single and two-family homes shall have one hundred (100) percent masonry materials on the sides of ground floors (facades) facing a public street.
 - a. Exceptions: Masonry requirements do not apply above the plate line or trim work, such as gables and soffits. The masonry coverage calculation does not include doors, windows, window box-outs, eaves, or bay windows that do not extend to the foundation.

2. All single, two-family, and multifamily developments shall consist of eighty-five (85) percent masonry materials.
 3. Prohibited: Concrete masonry units, concrete panel construction, vinyl siding, wood engineered or manufactured wood, medium density fiberboard, particle board, or Masonite shall be prohibited in the construction of residential units.
 4. Approved masonry materials for residential construction include: brick, rock, stone, stucco, cementitious fiberboard and other materials as approved by staff.
- **Landscaping-**
1. *Tree by lot requirements.* Each single-family lot shall have two (2) large shade trees placed in front of the front building line with a minimum two and one-half (2½) caliper, measured at twelve (12) inches above ground, and a minimum six (6) feet in height at the time of planting.
 - a. The caliper of trees with multiple trunks, such as Crape Myrtle, shall be calculated by measuring all trunks. The combined measurement of the largest trunk plus half the total of all other trunks shall be the caliper of a multiple trunk tree.
 2. *Tree selection.* Trees shall be selected from the approved list in Section 42-5 of the Municipal Code of Midwest City.

Sec. 38-20.5. Review and approval process.

- (a) Review action and approval action—Same as final plat. The review and approval processes for a minor plat shall be the same as the review and approval processes for a final plat per section 38-19.
- (b) Minor plat review criteria. The following criteria shall be used to determine whether the application for a minor plat shall be approved, approved with conditions, or denied (staff comments in bold):
 - (1) The minor plat is consistent with all zoning requirements for the property (if applicable), and all other requirements of this Subdivision Ordinance that apply to the minor plat;
- The minor plat is consistent with all applicable zoning requirements. There are a couple of minor adjustments described in the Executive Summary, that staff needs made to the plat before it will completely comply with the Subdivision Regulations. Staff is confident these can be accomplished before the City Council hearing.
 - (2) All lots to be created by the minor plat already are adequately served by improved public street access and by all required city utilities and services and by alleys, if applicable;
- The created lots already are adequately served by improved public street access and all required city utilities.
 - (3) The ownership, maintenance and allowed uses of all designated easements have been stated on the minor plat; and
- The minor plate states all applicable of the above-mentioned.
 - (4) The plat does not require new interior public or private roads to serve the subdivision.
- The plat does not require new interior public or private roads to serve the subdivision.

Development is subject to formal site plan review when building permits are pulled.

Action is at the discretion of the Council.

MP-21

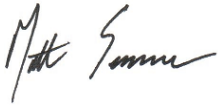
Action Required:

Approve or reject the Minor Plat of RS & Sons Investments for the property noted herein, subject to staff comments as found in the May 27, 2025 Council agenda packet and made part of the MP-21 file.

Suggested Motion:

“To approve the Minor Plat of RS & Sons Investments for the property noted herein, subject to staff comments as found in the May 27, 2025 Council agenda packet and made part of the MP-21 file.”

Please feel free to contact my office at (405) 739-1220 with any questions.

A handwritten signature in black ink, appearing to read "Matt Summers". The signature is written in a cursive, flowing style.

Matt Summers

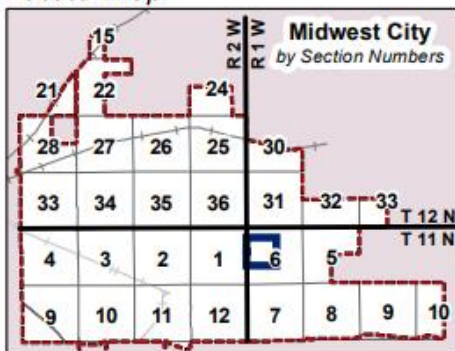
Community Development Director



GIS- Information Technology/ Planning & Zoning



Locator Map



General Map Legend

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

GENERAL MAP FOR MP-21 (NW/4, Sec 6, T11N, R1W)



0 350 700 Feet

On 8.5" x 11" paper 1 inch = 350 feet

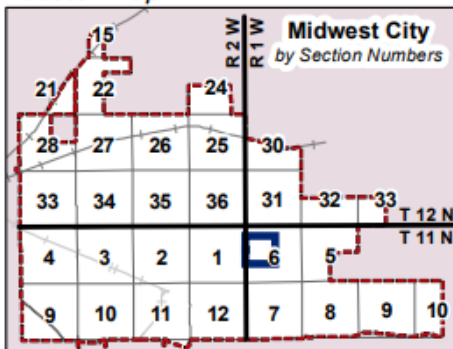
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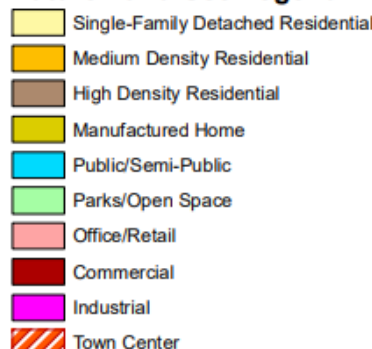
GIS- Information Technology/ Planning & Zoning



Locator Map



Future Land Use Legend



FUTURE LAND USE

MAP FOR
MP-21

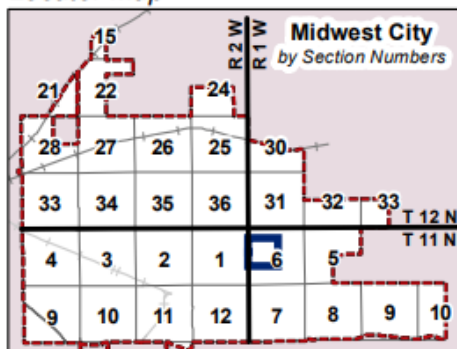
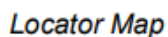
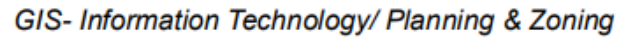
(NW/4, Sec 6, T11N, R1W)



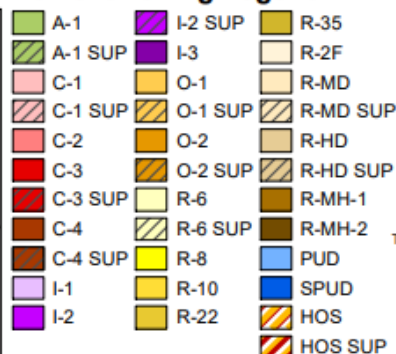
0 350 700 Feet

On 8.5" x 11" paper 1 inch = 350 feet

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**ZONING MAP FOR
MP-21
(NW/4, Sec 6, T11N, R1W)**



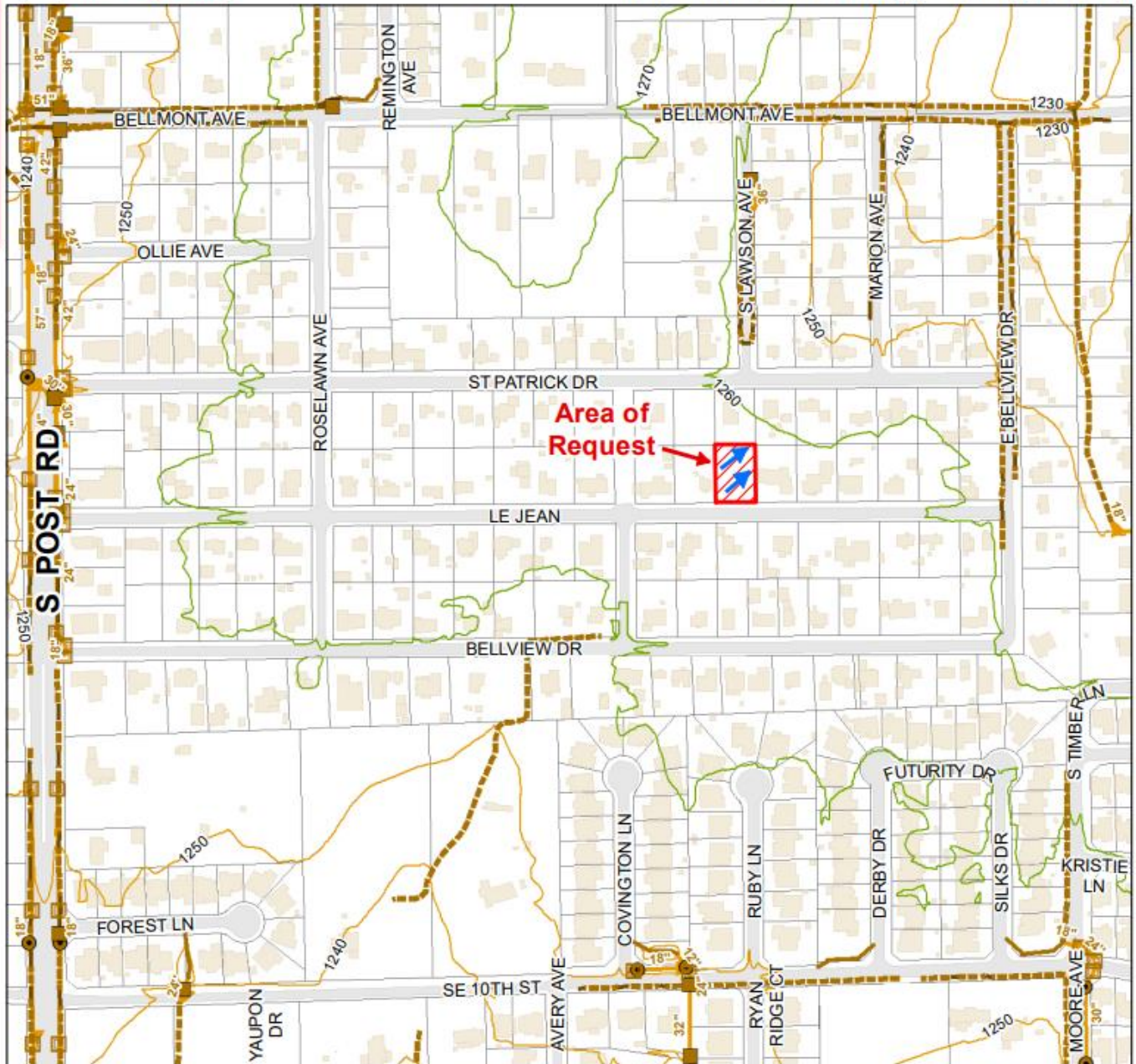
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On 8.5" x 11" paper 1 inch = 350 feet

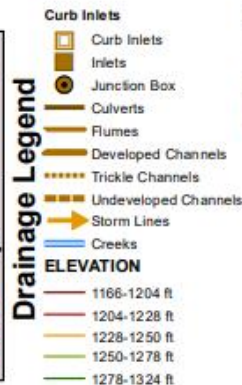
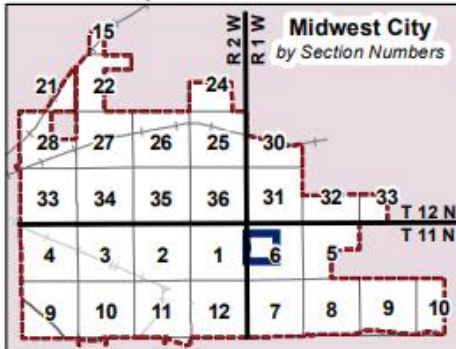
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GIS- Information Technology/ Planning & Zoning



Locator Map



2009 FEMA Floodplains



DRAINAGE LOCATION MAP FOR MP-21 (NW/4, Sec 6, T11N, R1W)



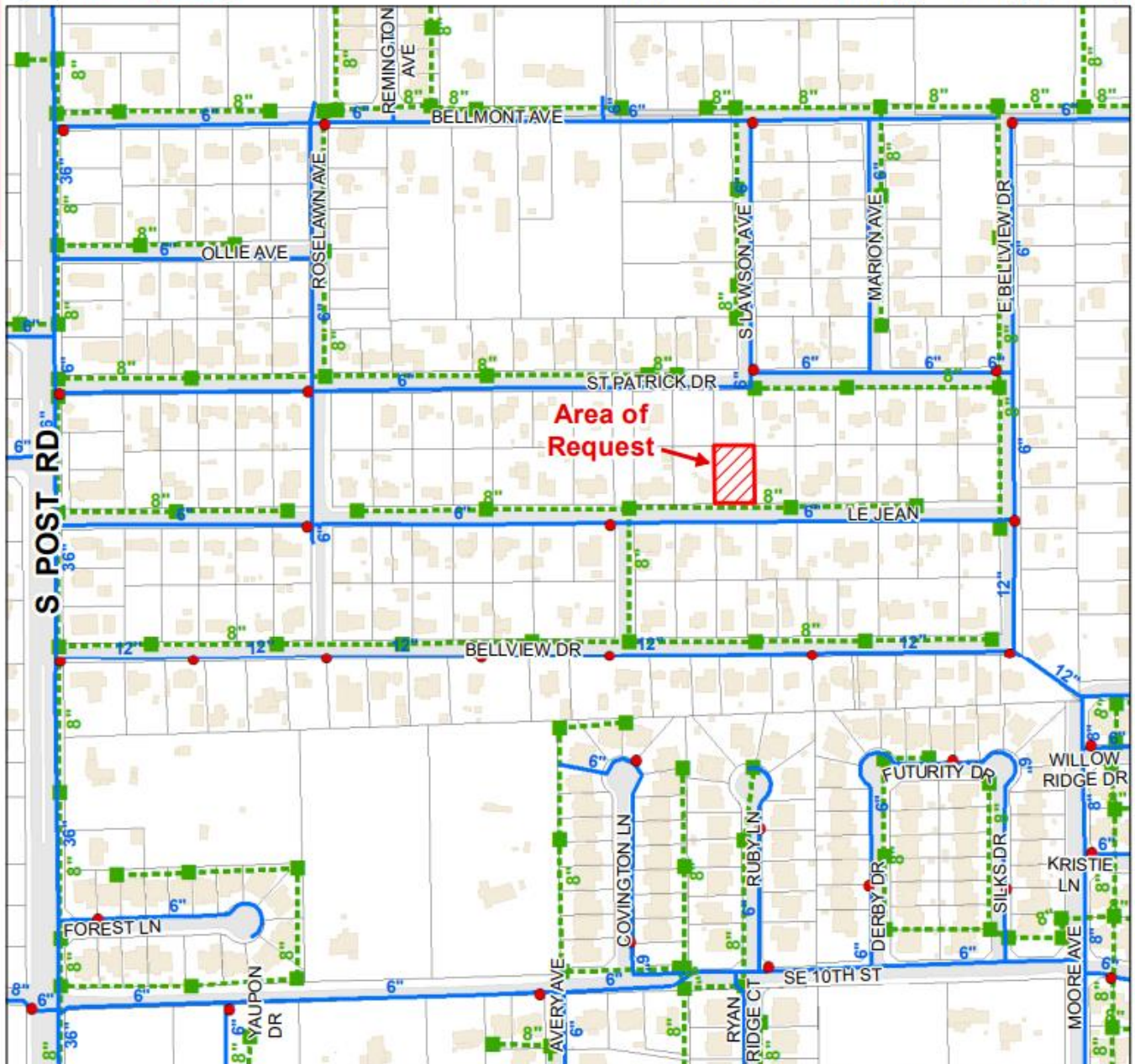
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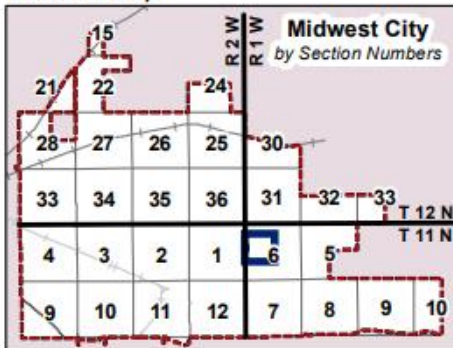
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GIS- Information Technology/ Planning & Zoning



Locator Map



Water/Sewer Legend

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

WATER/SEWER LINE LOCATION MAP FOR MP-21

(NW/4, Sec 6, T11N, R1W)



0 350 700 Feet

On 8.5" x 11" paper 1 inch = 350 feet

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CERTIFICATE OF CITY CLERK
City Clerk of the City of Midwest City, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments on unrecorded installments have been paid for the year and prior years, and that the procedure now pending against the land on the minor plat of RS & SONS INVESTMENTS to the City of Midwest City, Oklahoma, signed by the City Clerk on this _____ day of _____, 2025.

City Clerk _____ Mayor _____

COUNTY TREASURER'S CERTIFICATE
I, _____ do hereby certify that I am the duly elected, qualified and acting County Treasurer of Oklahoma County, Oklahoma, and that the records of said County show all taxes are paid for the year and prior years, and that the required statutory security has been deposited in the office of the County Treasurer guaranteeing payment of the current years taxes. In witness where, said County Treasurer has caused this instrument to be executed on this _____ day of _____, 2025.

County Treasurer _____

BONDED ABSTRACTOR'S CERTIFICATE
The undersigned, a duly qualified and lawfully Bonded Abstractor of titles in and for the County of Oklahoma, State of Oklahoma, hereby certifies that the records for said County show that the land shown on the minor plat of RS & SONS INVESTMENTS, and that on the actions pending or judgments of any not public land of _____ day of _____, 2025, and prior years, that there are no liens, mortgages, or other sales certificates against said land and no tax deeds are issued to any persons, that there are no liens, mortgages, or other sales certificates against said land included in the minor plat of RS & SONS INVESTMENTS except _____.

President _____

CITY PLANNING COMMISSION APPROVAL
Chairman of the Planning Commission of the City of Midwest City, Oklahoma, hereby certify that the said Planning Commission approved the minor plat of RS & SONS INVESTMENTS to the City of Midwest City, Oklahoma, this _____ day of _____, 2025.

Chairman _____

ACCEPTANCE OF DEDICATIONS BY CITY COUNCIL
Be it resolved by the City Council of Midwest City, Oklahoma that the City of Midwest City, Oklahoma, accept the dedication of the minor plat of RS & SONS INVESTMENTS to the City of Midwest City, Oklahoma are hereby accepted. Signed by the Mayor of the City of Midwest City, Oklahoma on this _____ day of _____, 2025.

City Clerk _____ Mayor _____

MINOR PLAT OF RS & SONS INVESTMENTS
A SUBDIVISION OF LOT 12, BLOCK 10, PONTON CITY BEING PART OF NW 1/4, SEC 6, T 11 N., R 1 W., J.M. CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

LEGEND
0 SET 1/2" 1" = 1/2" 1" = 1/2"

OWNERS CERTIFICATE AND DEDICATION
KNOWN ALL MEN BY THESE PRESENTS:
I, _____ do hereby certify that I am the owner of and the only person, firm, or corporation having any right, title or interest in and to the land shown on the minor plat, and that have caused the same to be surveyed and plotted, and that they hereby dedicate all the streets and easements shown hereon to the public for the purposes of streets, utilities and drainage, for use by the public, and that the same shall be subject to the public use, and that the same shall be released from all encumbrances so that the title is clear except telephone cable and gas lines, any duplicate lines, including transformers and pedestals, must be installed completely underground.
In witness whereof, the undersigned have caused this instrument to be executed this _____ day of _____, 2025. covenants and restrictions of this minor plat are contained in a separate instrument.

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)
Before me, the undersigned a notary public, in and for said County and State, on this _____ day of _____, 2025, personally appeared _____ to me known to be the identical person who executed the above and foregoing instrument on behalf of said company, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said company, for the purposes herein set forth.

My Commission expires _____ Notary Public _____

LEGAL DESCRIPTION
Lot 12, Block 10 as shown on the map of Ponton City.

BASIS OF BEARINGS:
Established bearing of N 89°50'00" E along the North line of LOT 12 by GPS observation.

LAND SURVEYOR'S CERTIFICATE
I, D. Mike Dossey, do hereby certify that I am a licensed Land Surveyor, and that the Minor Plat correctly represents a careful survey made under my direction, and that the monuments shown hereon actually exist and their positions are correctly shown.

D. Mike Dossey, L.S. 1431

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA)
Before me, the undersigned a notary public, in and for said County and State, on this _____ day of _____, 2025, personally appeared _____ to me known to be the identical person who executed the above instrument and acknowledged to me that he executed the same as his free and voluntary act and deed. Given under my hand and seal the _____ day of _____, 2025.

My Commission expires _____ Notary Public _____

CIMARRON SURVEYING & MAPPING CO.
1570 SW 89th Street, Bldg. C
Oklahoma City, OK
(407) 692-748
WWW.CIMARRON.COM

SCALE: 1" = 30'
DATE: 02/25/2025
JOB NO.: 2214127
APPR. BY: D.M.D.
SHEET: 1 OF 1

DRAWING NUMBER: 2214127

SURV. BY: J.D.
DRAWN BY: D.B.O.

To: Honorable Mayor and Council
From: Matt Summers, Community Development Director
Date: May 27, 2025

Subject: (MP-00022) Public hearing, discussion, consideration, and possible action to consider approval of the Minor Plat of O'Reilly Automotive First Subdivision for the property described as the South Half of the East Half of the Southwest Quarter of the Southeast Quarter (S/2 E/2 SW/4 SE/4 SE/4) of Section One (1), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 9809 SE 15th St., Midwest City, Oklahoma.

Executive Summary: The Applicant, O'Reilly Automotive Inc., is requesting approval of their minor plat.

This minor plat includes one (1) commercial lot, with a total of 1.914 acres, more or less.

Staff performed their standard review of the minor plat and it is consistent with all applicable zoning requirements for the property and all other applicable requirements of the Subdivision Ordinance.

If approved, the lot shall observe the development regulations outlined in the C-2, Planned Shopping Center District.

Staff notes, a Certificate of Occupancy will not be issued until we receive the filed copy of the plat (and all inspections passed).

Both state and local notification requirements were met. At the time of this writing, staff has not received any calls or emails in favor or opposition of this proposal.

The Applicant was present at the Planning Commission meeting and addressed the Commission. One neighboring property owner was present at the Planning Commission meeting and spoke in support of this application.

Planning Commission recommended unanimous approval of this item.

Action is at the discretion of the Council.

Dates of Hearing:

Planning Commission- May 6, 2025

City Council- May 27, 2025

Date of Pre-Application Meeting: January 9, 2025



Date of Site Plan Review Team Meeting: March 25, 2025

Council Ward: Ward 2, Pat Byrne

Owner: O'Reilly Automotive Stores Inc.

Applicant: Amanda Johnson (OWN, Inc.)

Size: Contains an area of 1.914 acres MOL

Zoning Districts:

Area of Request- C-2, Planned Shopping Center District

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

South- C-3, Community Commercial District

East- SPUD, Simplified Planned Unit Development

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

Land Use:

Area of Request- Future site of O'Reilly's Auto Parts

North- Single-Family Resident

South- Cornerstone Family Church

East- Legacy Center (multi-tenant strip center)

West- Fred Myers Civic Park

Municipal Code Citation:

Sec. 38-20 – Minor Plat

Sec. 38-20.1. Purpose.

The purpose of a minor plat is to provide a limited means for simple land division under certain circumstances, which result in minimal lot creation.

In circumstances where no new interior public or private roads are created to serve the subdivision, then a minor plat may be suitable as an instrument to subdivide one (1) lot into five (5) or fewer lots.

Minor plats are intended to ensure the future growth and development of the entire city by ensuring new development does not hinder the provision of public facilities and services to neighboring and nearby properties.

Sec. 38-20.2. Applicability.

An application for approval of a minor plat may be filed when all of the following circumstances apply. Minor plat circumstances.

- (1) The proposed division results in five (5) or fewer lots;
- (2) All lots in the proposed subdivision front onto an existing public or approved private street and the construction or extension of a street or alley is not required to meet these Subdivision Ordinance requirements;
- (3) All lots meet the zoning ordinance area regulations and standards (minimum frontage, etc.); and
- (4) The plat does not require new interior public or private roads to serve the subdivision.

Sec. 38-20.5. Review and approval process.

- (a) Review action and approval action—Same as final plat. The review and approval processes for a minor plat shall be the same as the review and approval processes for a final plat per section 38-19.
- (b) Minor plat review criteria. The following criteria shall be used to determine whether the application for a minor plat shall be approved, approved with conditions, or denied:
 - (1) The minor plat is consistent with all zoning requirements for the property (if applicable), and all other requirements of this Subdivision Ordinance that apply to the minor plat;
 - (2) All lots to be created by the minor plat already are adequately served by improved public street access and by all required city utilities and services and by alleys, if applicable;
 - (3) The ownership, maintenance and allowed uses of all designated easements have been stated on the minor plat; and
 - (4) The plat does not require new interior public or private roads to serve the subdivision.

History:

1. Applicant will need to file the signed minor plat with Oklahoma County, then provide the City a digital copy of the filed plat. A Certificate of Occupancy will not be issued until the filed copy is received (and all inspections passed).

Next Steps:

If Council approves this rezone, the applicant will need to file the plat with all required signatures with Oklahoma County, then provide the City a copy of the filed plat (digital). After filed copy is received, final building inspections can be scheduled (if ready).

Staff Comments-

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

Engineering Staff Comments:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

There are public water mains bordering the proposed parcel, a six (6) inch line runs along the west side of Meade Drive and an eighteen (18) inch line runs along the north side of S.E. 15th Street. Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

There is a public sewer main bordering the proposed parcel, an eight (8) inch line was extended along the north side of S.E. 15th Street prior to this application. Any new building permit will require tying into the public sewer system as outlined in Municipal Code 43-109.

MP-22

Streets and Sidewalks

Access to the area of request exists off of S.E. 15th Street and Meade Drive. Public road and sidewalk improvements are not required as part of this application. Public road and sidewalk improvements were completed prior to this application.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is shown to be in an Area of Minimal Flood Hazard on Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 18th, 2009. Public drainage and detention improvements are not required as part of this application. Any new building permit will require detention as outlined in Municipal Code 13-69.

Easements and Right-of-Way

A right of way sight triangle and utility easements are required with this application and are reflected on the proposed minor plat.

Fire Marshal's Comments:

- Fire hydrants located on a private fire line in Midwest City jurisdiction are required to be yellow in color (Rust-Oleum Safety Yellow).

Assistant Fire Marshal, Ashley Duncan.

Public Works' Comments:Line Maintenance

Site passed required inspections for Utilities April 16, 2025. All applicable water and sewer ordinances shall continue to be observed.

Landscaping

Protection of Utilities.

- No street tree, other than those species listed as small trees in section 42-5 of Midwest City Municipal Code, may be planted near or within ten (10) lateral feet of any overhead utility wire, or over or within five (5) lateral feet of any underground waterline, sewer line, transmission line or other utility.

Distance from fireplugs.

- No street trees shall be planted closer than ten (10) feet from any fireplug per Section 42-9 of Midwest City Municipal Code.

**Please note, these requirements do not supersede landscape requirements per Zoning Regulations. If landscaping is to be removed due to encroachment of required utilities protection buffer and/or fireplug distance requirements, new landscaping plan shall be submitted to Planning & Zoning for approval.*

Planning Division:

Staff met with the applicant January 9, 2025 for a pre-application meeting.

Site Plan review team meeting was held March 25, 2025 and representatives from the following departments were present: Planning & Zoning, Engineering, Line Maintenance, and Fire Marshal's Office.

This minor plat includes one (1) commercial lots with a total of 1.914 acres.

Sec. 38-20.5. Review and approval process.

- (a) Review action and approval action—Same as final plat. The review and approval processes for a minor plat shall be the same as the review and approval processes for a final plat per section 38-19.
- (b) Minor plat review criteria. The following criteria shall be used to determine whether the application for a minor plat shall be approved, approved with conditions, or denied (staff comments in bold):
- (1) The minor plat is consistent with all zoning requirements for the property (if applicable), and all other requirements of this Subdivision Ordinance that apply to the minor plat;
- The minor plat is consistent with all applicable zoning and subdivision requirements.
 - (2) All lots to be created by the minor plat already are adequately served by improved public street access and by all required city utilities and services and by alleys, if applicable;
- The created lots are adequately served by improved public street access and all required city utilities.
 - (3) The ownership, maintenance and allowed uses of all designated easements have been stated on the minor plat; and
- The minor plate states all applicable of the above-mentioned.
 - (4) The plat does not require new interior public or private roads to serve the subdivision.
- The plat does not require new interior public or private roads to serve the subdivision.

Action is at the discretion of the Council.

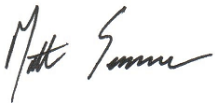
Action Required:

Approve or reject the Minor Plat of O'Reilly Automotive First Subdivision for the property noted herein, subject to staff comments as found in the May 27, 2025 Council agenda packet and made part of the MP-22 file.

Suggested Motion:

"To approve the Minor Plat of O'Reilly Automotive First Subdivision for the property noted herein, subject to staff comments as found in the May 27, 2025 Council agenda packet and made part of the MP-22 file."

Please feel free to contact my office at (405) 739-1220 with any questions.



Matt Summers

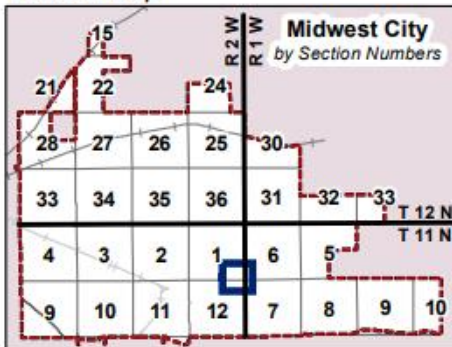
Community Development Director



GIS- Information Technology/ Planning & Zoning



Locator Map



General Map Legend

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

GENERAL MAP FOR MP-22 (SE/4, Sec 1, T11N, R2W)



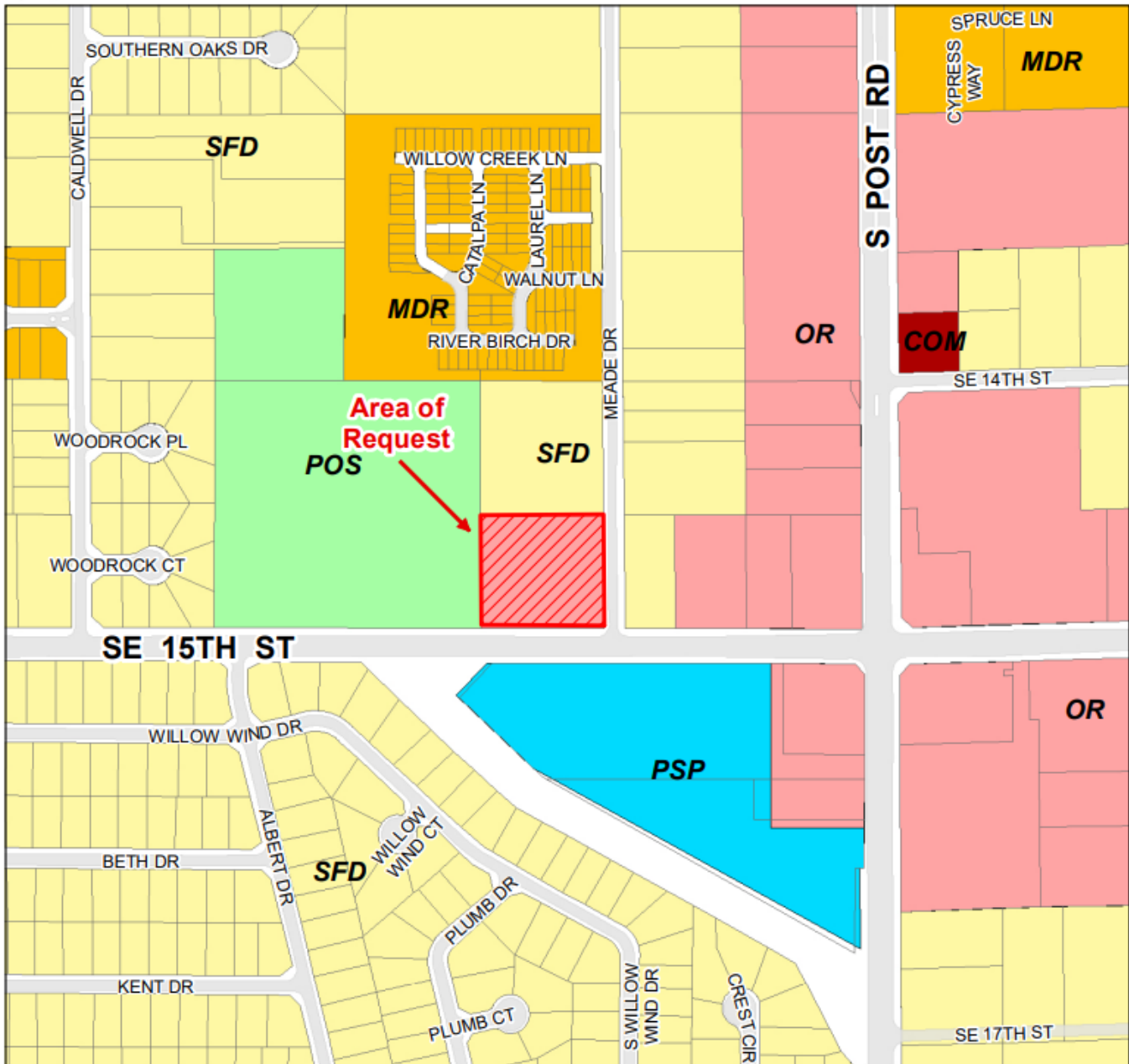
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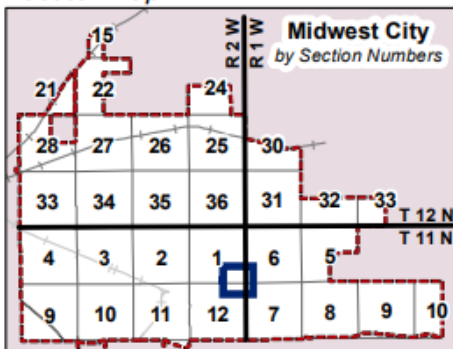
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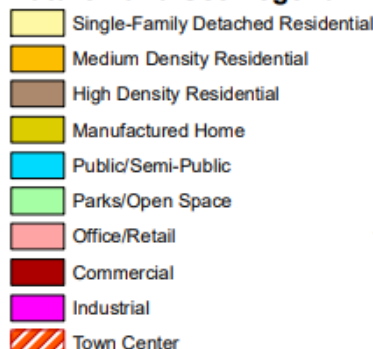
GIS- Information Technology/ Planning & Zoning



Locator Map



Future Land Use Legend



FUTURE LAND USE

MAP FOR

MP-22

(SE/4, Sec 1, T11N, R2W)



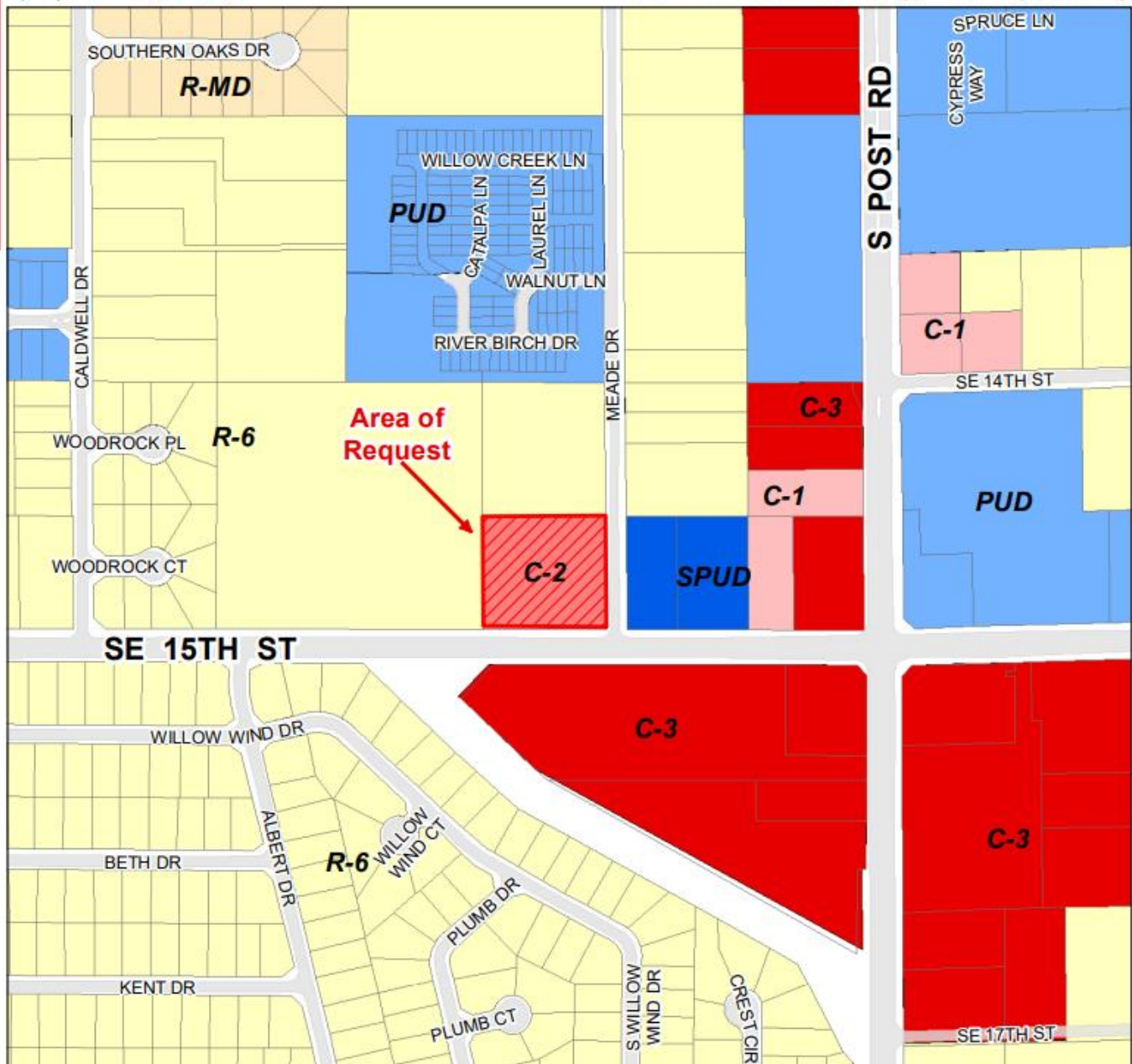
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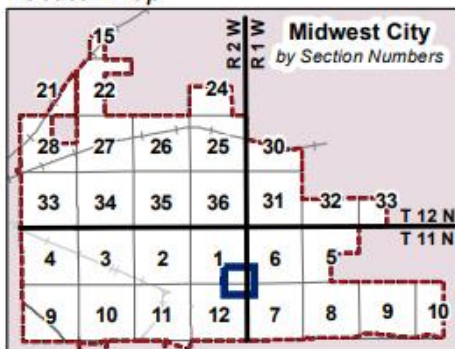
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GIS- Information Technology/ Planning & Zoning



Locator Map



Current Zoning Legend

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

ZONING MAP FOR MP-22 (SE/4, Sec 1, T11N, R2W)



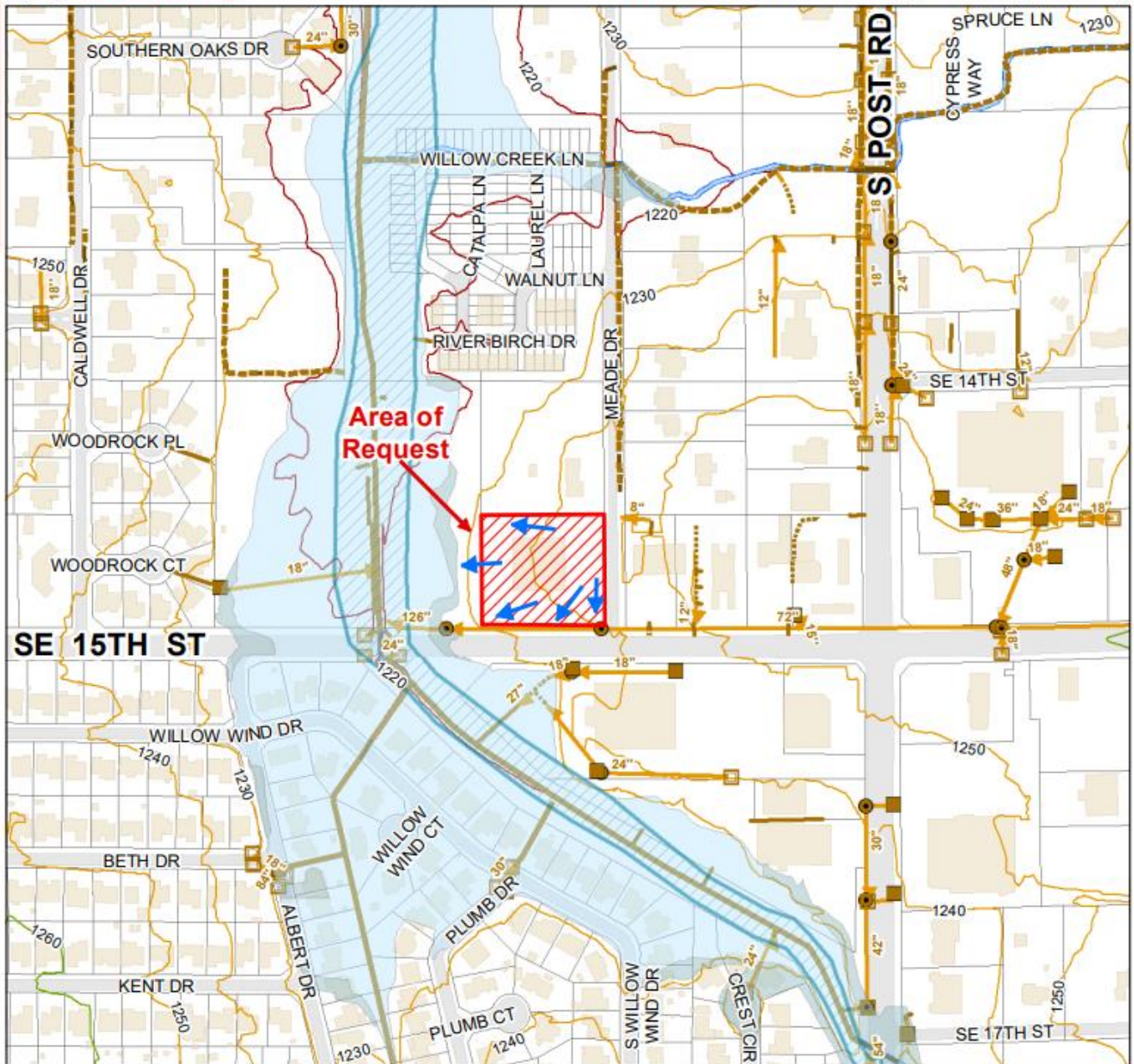
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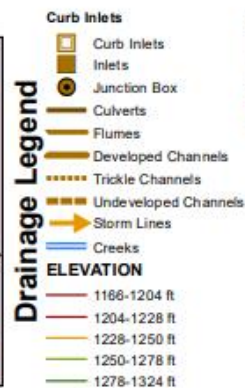
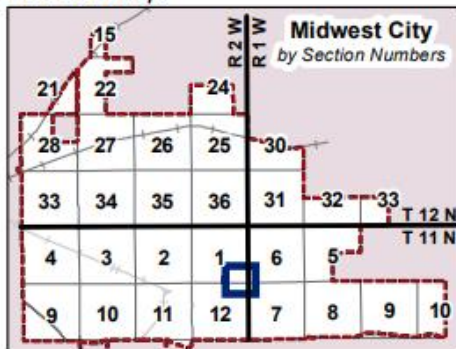
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GIS- Information Technology/ Planning & Zoning



Locator Map



2009 FEMA Floodplains



DRAINAGE LOCATION MAP FOR MP-22

(SE/4, Sec 1, T11N, R2W)



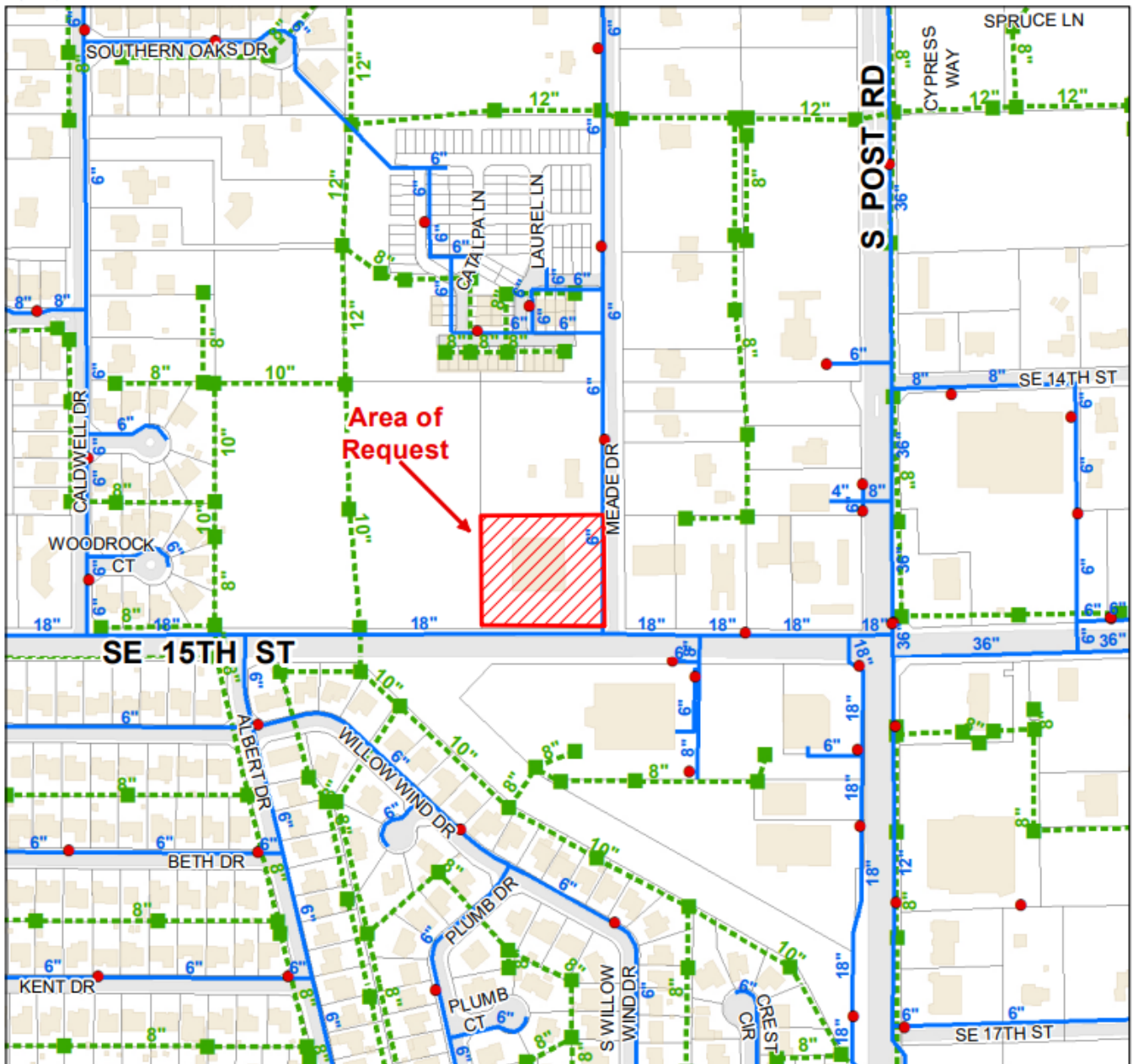
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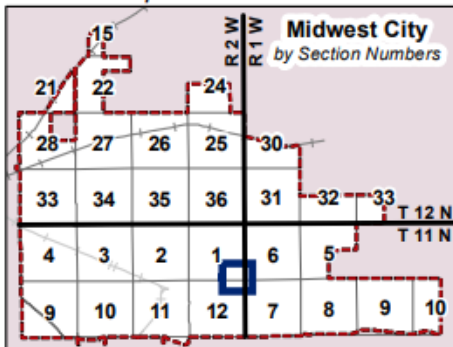
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GIS- Information Technology/ Planning & Zoning



Locator Map

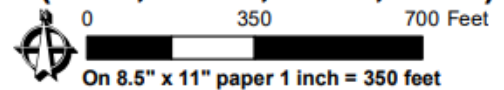


Water/Sewer Legend

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

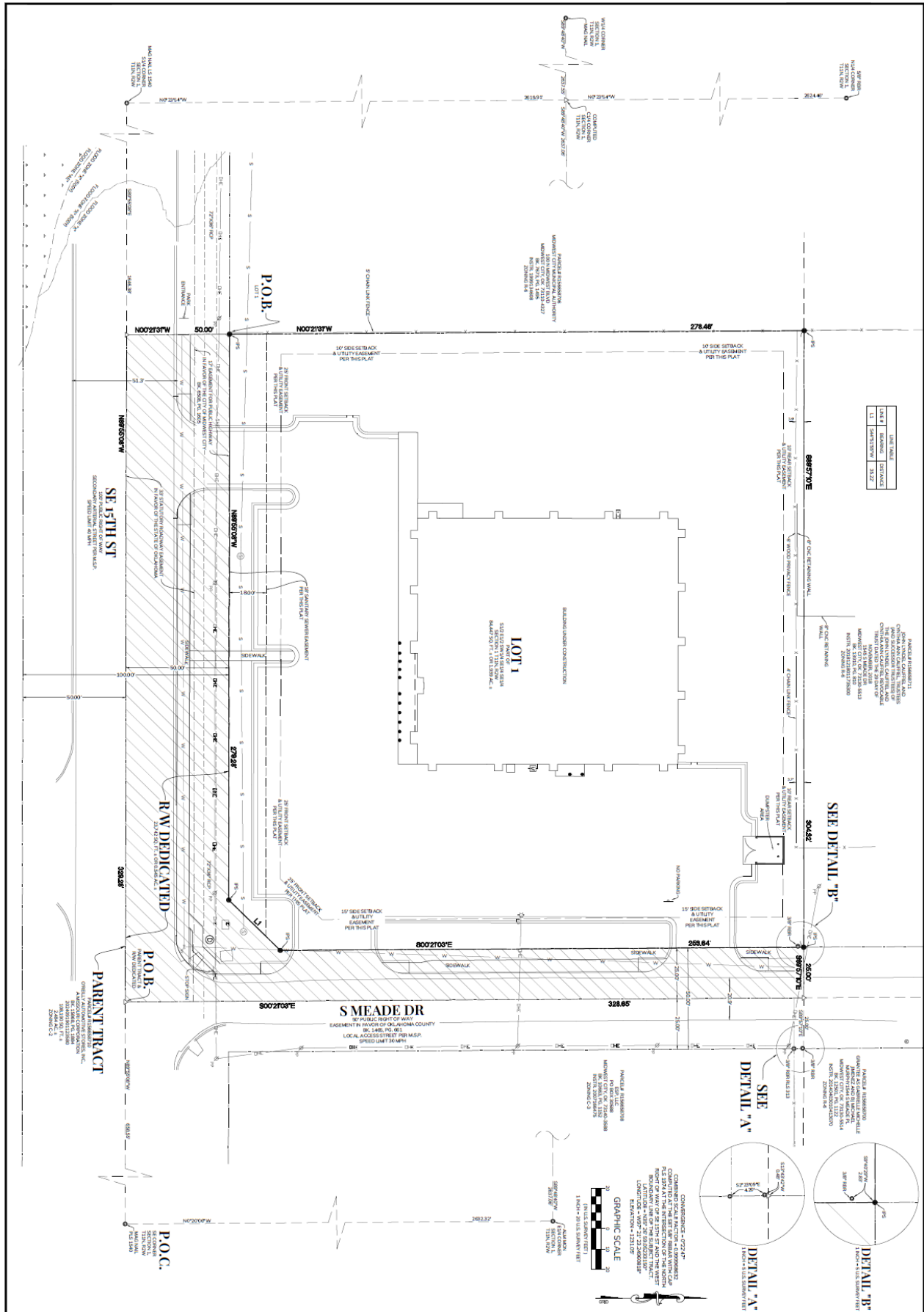
WATER/SEWER LINE LOCATION MAP FOR MP-22


(SE/4, Sec 1, T11N, R2W)



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DRAWING NO. NWA-100-0390	O'REILLY AUTOMOTIVE STORES, INC MINOR PLAT O'REILLY AUTOMOTIVE FIRST SUBDIVISION	REVISIONS				DRAWING INFO.	
		NO.	DESCRIPTION	BY	DATE	FIELD BY:	LIBB
SHEET NUMBER 2 OF <u>2</u>	SE 1/4 SE 1/4, SECTION 1, T11N, R2W, IM, 9809 SE 15TH ST, MIDWEST CITY, OK 73130 OKLAHOMA COUNTY, OKLAHOMA					DRAWN BY:	KLM
						CHECKED BY:	NKN
						DATE:	03/12/2025
						FIELD BOOK:	
						JOB NUMBER:	238020002
						© COPYRIGHT OWN, INC. 2025	
						5311 W. VILLAGE PKWY ROGERS, AR 72758 479.286.8181 WEAREOWN.COM	
						FORMERLY ANDERSON ENGINEERING	
						 Engineering beyond.™	



Community Development Department

TO: Honorable Mayor and Council

FROM: Matt Summers, Community Development Director

DATE: May 27, 2025

SUBJECT: (PC-2214) Public hearing, discussion, consideration, and possible action on an ordinance amending Midwest City Code, Appendix A, Zoning Regulations, Section 5, Supplemental Regulations, Part 5.2., Screening and Landscaping; Subpart 5.2.5., General Landscaping Requirements; Section 7, Development Review Procedures; Part 7.6., Special Use Permit; Subpart 7.6.3., Criteria for Special Permit Approval; and providing for repealer and severability.

This ordinance proposes to amend the landscaping requirements in Section 5.2.5. of the Zoning Regulations for single-family, two-family, and manufactured home lots. It proposes to allow the Community Development Director to approve alternative locations for trees to avoid conflicts with utilities.

This ordinance also proposes to amend Section 7.6.3. of the Zoning Regulations. The proposed amendment specifies that City Council can, for Special Use Permit applications, impose conditions regarding the hours of operation for an applicant.

All state and local notification requirements were met for this ordinance. At the public hearing before the Planning Commission, there were no public comments in support or opposition for this ordinance.

The Ordinance Oversight Council Committee recommended approval of this ordinance at the March 10, 2025, meeting. The Planning Commission unanimously recommended approval of this item at the May 6, 2025, meeting.

Action is at the discretion of the City Council.

Matt Summers, AICP
Community Development Director

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

5.2.5. General Landscaping Requirements.

- (1) For a new building or the enlargement of an existing building that installs additional parking, the property owner in all zoning districts must landscape the area within the street right-of-way line to the curb line. Right-of-way landscaping on arterials shall conform to the master tree plan where applicable. This area shall not be hard surfaced, other than permitted driveway or sidewalk. Parking on right-of-way is prohibited.

(B) *Landscaping requirements.*

- a. A base landscaping of six (6) trees and twelve (12) shrubs is required for a new building.
- b. Two (2) trees and two (2) shrubs are required for every ten (10) parking spaces installed.
- c. Trees planted pursuant to this section shall meet the standards contained in Chapter 42 (Tree Ordinance) of the Midwest City Code of Ordinances.

- 1 d. A minimum of ten (10) percent of the net land area being developed
2 must be dedicated to landscape/open space area.
- 3 e. Street right-of-way dedicated for public use shall not be counted as part
4 of the number of trees required.
- 5 f. Trees planted within street right-of-way may be counted as part of the
6 number of trees required.
- 7 g. No more than twenty-five (25) percent of the total required trees may be
8 located in the right-of-way.
- 9 h. All requirements pertaining to size and separation from utilities shall
10 meet the regulations as specified in Chapter 42 (Tree Ordinance) of the
11 Midwest City Code of Ordinances.
- 12 i. Existing trees that meet the requirements of Chapter 42 (Tree Ordinance)
13 of the Midwest City Code of Ordinances and 5.2.5. (B)(2) (~~Page 86~~) of
14 this Ordinance may be counted to meet required landscaping.
- 15 j. No less than seventy-five (75) percent of the landscaping installed shall
16 be in the front yard of the property.
- 17 k. Street trees shall be required along the frontage of all arterials and
18 conform to the standards for spacing and tree type as set forth in the
19 latest version of the Midwest City Landscape Plan.

20 (2) For expansions of existing buildings that install additional parking or for off-
21 street parking as prescribed in 4.4.57. Off-Street Parking: Accessory Parking
22 (~~Page 67~~), 4.4.58 Off-Street Parking: Commercial Parking (~~Page 67~~), or 4.4.59.
23 Off-Street Parking: Personal Vehicle Storage (~~Page 67~~) of this Ordinance the
24 following requirements will apply.

- 25 a. Any parking installed with thirty (30) or fewer spaces must have one (1)
26 tree for every five (5) parking spaces.
- 27 b. For thirty-one (31) or more parking spaces, there must be one (1) tree for
28 every five (5) parking spaces; and no parking space shall be more than
29 one hundred (100) feet from a landscaped/open space area or island.
- 30 c. Landscaping within street right-of-way shall be limited to trees.
- 31 d. The ten (10) percent landscaped/open space area and base landscaping
32 requirement shall be excluded from expansions to existing buildings or
33 for off-street parking 4.4.57. Off-Street Parking: Accessory Parking
34 (~~Page 67~~), 4.4.58 Off-Street Parking: Commercial Parking (~~Page 67~~), or
35 4.4.59. Off-Street Parking: Personal Vehicle Storage (~~Page 67~~).

36 (3) For developments located together in a common building, shopping center or
37 other integrated building complex that have an approved joint parking facility as
38 provided in 5.3.2. Off-Street Parking Standards (~~Page 93~~), the landscaping

1 requirement may be satisfied by providing evidence of a permanent legal
2 instrument that:

- 3 a. Guarantees the total landscaping required to be installed shall be located
4 upon the property being developed or receiving a certificate of
5 occupancy; and
- 6 b. Indicates the responsible person(s) to contact should the landscaping die
7 and need to be replaced as prescribed in this Ordinance.

8 (4) The size of trees and shrubs shall be as follows:

- 9 a. Trees shall be no less than two and one-half (2 ½) inch caliper, measured
10 twelve (12) inches above ground level when planted, five (5) feet tall for
11 deciduous trees and four (4) feet tall for evergreens.
 - 12 1. The caliper of trees with multiple trunks, such as Crape Myrtle,
13 shall be calculated by measuring all trunks. The combined
14 measurement of the largest trunk plus half the total of all other
15 trunks shall be the caliper of a multiple trunk tree.
- 16 b. Shrubs shall be in no less than two-gallon containers and concentrated in
17 planting beds bordered by concrete, wood, brick or steel edging.

18 (5) Landscaped/open space areas shall have the following requirements or standards:

- 19 a. The parent soil shall be saved to place within the landscaped/open space
20 areas. The soil shall extend above the border of the landscaped area to
21 provide for adequate drainage.
- 22 b. Landscaped/open space areas shall be defined as those areas kept free of
23 hard-surfacing and used for the installation of grass, decorative rock, or
24 wood chips, shrubs or trees and other means to provide open spaces and
25 landscaped areas within the development.
- 26 c. Large trees shall be classified as any tree with a mature height of forty-
27 one (41) feet or more and be selected from a list of large trees in Chapter
28 42 (Tree Ordinance) of the Midwest City Code of Ordinances.
- 29 d. Medium trees shall be classified as any tree with a mature height of
30 thirty-one (31) to forty (40) feet and be selected from a list of medium
31 trees in Chapter 42 (Tree Ordinance) of the Midwest City Code of
32 Ordinances.
- 33 e. Small trees shall be classified as any tree with a mature height of thirty
34 (30) feet and be selected from a list of small trees in Chapter 42 (Tree
35 Ordinance) of the Midwest City Code of Ordinances.

36 (6) Should island(s) be installed in lieu of landscaped/open space areas and planted
37 with tree(s), the following standards apply to said island(s):

- 38 a. For small trees, the island(s) shall be no less than five (5) to six (6) feet
39 wide and with no less than ten-foot spacings between the trees.

- 1 b. For medium trees, the island(s) shall be no less than seven (7) to ten (10)
2 feet wide and with no less than twenty-foot spacing between trees.
- 3 c. For large trees, the island(s) shall be no less than eleven (11) feet or more
4 and with no less than thirty-foot spacing between trees.
- 5 d. All landscaped islands shall be designed and built with an eight-inch
6 crown. Islands shall be defined as a median or an outer separation. The
7 primary functions of islands are:
- 8 1. To control and direct traffic movement;
- 9 2. To divide opposing or same direction traffic streams;
- 10 3. To provide refuge for pedestrians;
- 11 4. To separate driving aisles from parking areas; and
- 12 5. To separate between parking spaces.

13 (7) For developments installing thirty (30) or more parking spaces, no parking space
14 shall be less than one hundred (100) feet from a landscaped/open space area or
15 island.

- 16 a. In calculating this distance, measuring through a building shall not be
17 permitted.
- 18 b. Landscaped/open space areas or islands on adjacent properties that are
19 not a part of the development shall not be used in calculating the one
20 hundred-foot distance requirement form parking spaces.
- 21 c. Each individual development must be responsible to meet the distance
22 requirement solely on its property unless the development is a simplified
23 planned unit development (SPUD) or planned unit development (PUD)
24 with a total development plan.

25 (8) When constructing new buildings requiring a new parking area(s) or additional
26 parking area(s), a landscaping strip three (3) feet in depth shall be located
27 between the abutting right-of-way and the parking lot, driving lanes and/or
28 parking aisles.

- 29 a. A hedge, landscaped berm or masonry wall of at least three (3) feet in
30 height shall extend the entire length of the landscape strip.
- 31 b. The hedge, berm or wall may not extend into the sight triangle; however,
32 the sight triangle area shall extend the entire length of the landscape
33 strip.
- 34 c. The hedge shall consist of two-gallon evergreen shrubs planted three (3)
35 feet on center.
- 36 d. The hedge must grow to a height of at least three (3) feet within a three-
37 year period.

- 1 e. In lieu of a hedge, a decorative masonry wall or landscaped berm may be
2 installed within the required landscaping strip. Such a wall or berm shall
3 be a minimum of three (3) feet in height and shall have trees planted at a
4 separation as specified in Chapter 42 (Tree Ordinance) of the Midwest
5 City Code of Ordinances.

6 (9) Ten (10) percent of the parking area shall contain landscaping.

7 (C) *Landscaping plan.* A landscaping plan must be submitted as part of the site plan
8 submitted for a building permit for a new building or the expansion of an existing
9 building (when additional parking is installed) and off-street parking as prescribed in
10 4.4.57. Off-Street Parking: Accessory Parking (~~Page 67~~), 4.4.58. Off-Street Parking:
11 Commercial (~~Page 67~~), or 4.4.59. Off-Street Parking: Personal Vehicle Storage (~~Page~~
12 ~~67~~).

13 (1) Landscape plans shall include the following information:

- 14 a. North arrow and scale;
- 15 b. The location of existing property lines and dimensions of the tract drawn
16 to scale;
- 17 c. Exact locations of existing right-of-way;
- 18 d. The location of existing and proposed buildings and parking areas,
19 including the exact number of parking spaces provided;
- 20 e. The location and size of any permanent fixture or structure, including but
21 not limited to, sidewalks, walls, fences, trash enclosures, lighting
22 fixtures, signs and benches;
- 23 f. The location, size, and type of all above ground and underground public
24 utilities with notation, where appropriate, as to any safety hazards to
25 avoid during installation of landscaping. Alternatively, a letter of no
26 objection provided by the utility company may be provided;
- 27 g. The location, size, type, spacing (on center), and quantity of all proposed
28 plant materials and existing plant materials credited as part of the
29 required landscaping, shall be graphically represented and referenced on
30 the plan by common name and/or scientific name;
- 31 h. Detailed irrigation plan showing coverage and location of hardware
32 associated with irrigation system shall be shown;
- 33 i. All screening required by these regulations; and
- 34 j. Type and treatment of the area within the street right-of-way between the
35 right-of-way line and the curb as well as any existing shrubs or trees to
36 be used to meet landscaping requirements.

37 (2) Landscape plans shall be prepared by any of the following persons:

- 38 a. A landscape architect registered in the State of Oklahoma;

- b. A licensed architect or professional engineer licensed in the State of Oklahoma, provided the services are incidental to the performance of his or her normal practice; or
- c. A landscape designer, as defined by Oklahoma State Architectural Act (59 O.S. § 46.1 et seq.) may submit a planting plan that is limited to plant specification only.

- (3) If landscaping is to be used for sight-proof screening, the entire plan may be contained in one submission. No building permits shall be issued for the construction of a new building or the expansion of an existing building or off-street parking when landscaping is required until the landscape plan has been submitted and approved by the city.

(D) *Completion requirements.*

- (1) A certificate of occupancy for any use shall not be issued until the landscaping has been installed in accordance with the landscape plan.
- (2) It shall be unlawful and an offence for any person, firm, or corporation to occupy or operate a business in any new structure for which landscaping, as shown by the plans, is not provided; except that if a structure and all site improvements are complete except for these landscaping requirements and the season of the year will not permit the planting and growing of plants, temporary occupancy may be permitted by the Community Development Director until a date certain in the growing season.
- (3) If the landscaping has not been completed by specified date, the property owner shall be in violation of this section and subject to the penalties contained ~~of~~ in the Midwest City Code of Ordinances.

(E) *Minimum landscaping requirements within new single-family, two-family (Duplex), and manufactured home developments.* The following are minimum landscaping requirements for new single-family, two-family, and manufactured home lots and developments. These requirements apply within all single-family, two-family, and manufactured home zoning districts.

- (1) *Tree by lot requirements.* Each ~~single-family~~ lot shall have two (2) large shade trees placed in front of the building line ~~with a minimum two and one-half (2 1/2) caliper, measured at twelve (12) inches above ground, and a minimum six (6) feet in height at the time of planting.~~
- a. ~~The caliper of trees with multiple trunks, such as Crape Myrtle, shall be calculated by measuring all trunks. The combined measurement of the largest trunk plus half the total of all other trunks shall be the caliper of a multiple trunk tree. For cases where this requirement would cause unavoidable conflicts with utilities, the developer/homebuilder shall submit a site landscaping plan for the lot with alternative locations for the proposed trees. The Community Development Director shall have the authority to approve the site landscaping plan.~~

- (2) *Tree selection.* Trees shall be selected from the approved list in Section 42-5 of the Municipal Code of Midwest City.

SECTION 2. That the Midwest City Municipal Code, Appendix A, Zoning Regulations, Section 7, Development Review Procedures, Part 7.6., Special Use Permit; Subpart 7.6.3., Criteria for Special Permit Approval; is hereby amended to read as follows:

7.6.3. *Criteria for Special Use Permit Approval.*

- (A) *Special use permit criteria.* The City Council shall use the following criteria to evaluate a special use permit:

- (1) Whether the proposed use shall be in harmony with the policies of the comprehensive plan.
- (2) Whether the proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
- (3) Whether the proposed use shall not adversely affect the use of neighboring properties.
- (4) Whether the proposed use shall not generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood.
- (5) Whether utility, drainage, parking, loading, signs, lighting access and other necessary public facilities exist to serve the proposed use shall meet the adopted codes of the city.

- (B) *Specific conditions.* The City Council may impose specific conditions on any special use permit regarding:

- (1) The duration of the permit;
- (2) The location, design, operation, and screening to assure safety;
- (3) To prevent a nuisance; ~~and~~
- (4) To control the noxious effects of excessive sound, light, odor, dust, or similar conditions; and
- (5) The hours of operation for any applicant receiving a special use permit.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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2 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
3 Oklahoma, this _____ day of _____, 2025.

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5 **THE CITY OF MIDWEST CITY, OKLAHOMA**
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9 ATTEST:

MATTHEW D. DUKES, II, Mayor

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14 SARA HANCOCK, City Clerk
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17 Approved as to form and legality this _____ day of _____, 2025.
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20 _____
21 DONALD D. MAISCH, City Attorney

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

SECTION 1. That the Midwest City Municipal Code, Appendix A, Zoning Regulations, Section 5, Supplemental Regulations; Part 5.2., Screening and Landscaping; Subpart 5.2.5., General Landscaping Requirements; is hereby amended to read as follows:

(A) *Landscaping required.*

- (B) *Landscaping requirements.*

- (1) In all zoning districts except for residential developments requiring fewer than six (6) parking spaces the following elements will be required:
 - a. A base landscaping of six (6) trees and twelve (12) shrubs is required for a new building.
 - b. Two (2) trees and two (2) shrubs are required for every ten (10) parking spaces installed.
 - c. Trees planted pursuant to this section shall meet the standards contained in Chapter 42 (Tree Ordinance) of the Midwest City Code of Ordinances.

- d. A minimum of ten (10) percent of the net land area being developed must be dedicated to landscape/open space area.
- e. Street right-of-way dedicated for public use shall not be counted as part of the number of trees required.
- f. Trees planted within street right-of-way may be counted as part of the number of trees required.
- g. No more than twenty-five (25) percent of the total required trees may be located in the right-of-way.
- h. All requirements pertaining to size and separation from utilities shall meet the regulations as specified in Chapter 42 (Tree Ordinance) of the Midwest City Code of Ordinances.
- i. Existing trees that meet the requirements of Chapter 42 (Tree Ordinance) of the Midwest City Code of Ordinances and 5.2.5. (B)(2) of this Ordinance may be counted to meet required landscaping.
- j. No less than seventy-five (75) percent of the landscaping installed shall be in the front yard of the property.
- k. Street trees shall be required along the frontage of all arterials and conform to the standards for spacing and tree type as set forth in the latest version of the Midwest City Landscape Plan.

(2) For expansions of existing buildings that install additional parking or for off-street parking as prescribed in 4.4.57. Off-Street Parking: Accessory Parking, 4.4.58. Off-Street Parking: Commercial Parking, or 4.4.59. Off-Street Parking: Personal Vehicle Storage of this Ordinance the following requirements will apply.

- a. Any parking installed with thirty (30) or fewer spaces must have one (1) tree for every five (5) parking spaces.
- b. For thirty-one (31) or more parking spaces, there must be one (1) tree for every five (5) parking spaces; and no parking space shall be more than one hundred (100) feet from a landscaped/open space area or island.
- c. Landscaping within street right-of-way shall be limited to trees.
- d. The ten (10) percent landscaped/open space area and base landscaping requirement shall be excluded from expansions to existing buildings or for off-street parking 4.4.57. Off-Street Parking: Accessory Parking, 4.4.58. Off-Street Parking: Commercial Parking, or 4.4.59. Off-Street Parking: Personal Vehicle Storage.

(3) For developments located together in a common building, shopping center or other integrated building complex that have an approved joint parking facility as provided in 5.3.2. Off-Street Parking Standards, the landscaping requirement may be satisfied by providing evidence of a permanent legal instrument that:

1 a. Guarantees the total landscaping required to be installed shall be located
2 upon the property being developed or receiving a certificate of
3 occupancy; and

4 b. Indicates the responsible person(s) to contact should the landscaping die
5 and need to be replaced as prescribed in this Ordinance.

6 (4) The size of trees and shrubs shall be as follows:

7 a. Trees shall be no less than two and one-half (2 ½) inch caliper, measured
8 twelve (12) inches above ground level when planted, five (5) feet tall for
9 deciduous trees and four (4) feet tall for evergreens.

10 1. The caliper of trees with multiple trunks, such as Crape Myrtle,
11 shall be calculated by measuring all trunks. The combined
12 measurement of the largest trunk plus half the total of all other
13 trunks shall be the caliper of a multiple trunk tree.

14 b. Shrubs shall be in no less than two-gallon containers and concentrated in
15 planting beds bordered by concrete, wood, brick or steel edging.

16 (5) Landscaped/open space areas shall have the following requirements or standards:

17 a. The parent soil shall be saved to place within the landscaped/open space
18 areas. The soil shall extend above the border of the landscaped area to
19 provide for adequate drainage.

20 b. Landscaped/open space areas shall be defined as those areas kept free of
21 hard-surfacing and used for the installation of grass, decorative rock, or
22 wood chips, shrubs or trees and other means to provide open spaces and
23 landscaped areas within the development.

24 c. Large trees shall be classified as any tree with a mature height of forty-
25 one (41) feet or more and be selected from a list of large trees in Chapter
26 42 (Tree Ordinance) of the Midwest City Code of Ordinances.

27 d. Medium trees shall be classified as any tree with a mature height of
28 thirty-one (31) to forty (40) feet and be selected from a list of medium
29 trees in Chapter 42 (Tree Ordinance) of the Midwest City Code of
30 Ordinances.

31 e. Small trees shall be classified as any tree with a mature height of thirty
32 (30) feet and be selected from a list of small trees in Chapter 42 (Tree
33 Ordinance) of the Midwest City Code of Ordinances.

34 (6) Should island(s) be installed in lieu of landscaped/open space areas and planted
35 with tree(s), the following standards apply to said island(s):

36 a. For small trees, the island(s) shall be no less than five (5) to six (6) feet
37 wide and with no less than ten-foot spacings between the trees.

38 b. For medium trees, the island(s) shall be no less than seven (7) to ten (10)
39 feet wide and with no less than twenty-foot spacing between trees.

- 1 c. For large trees, the island(s) shall be no less than eleven (11) feet or more
2 and with no less than thirty-foot spacing between trees.
- 3 d. All landscaped islands shall be designed and built with an eight-inch
4 crown. Islands shall be defined as a median or an outer separation. The
5 primary functions of islands are:
- 6 1. To control and direct traffic movement;
7 2. To divide opposing or same direction traffic streams;
8 3. To provide refuge for pedestrians;
9 4. To separate driving aisles from parking areas; and
10 5. To separate between parking spaces.

11 (7) For developments installing thirty (30) or more parking spaces, no parking space
12 shall be less than one hundred (100) feet from a landscaped/open space area or
13 island.

- 14 a. In calculating this distance, measuring through a building shall not be
15 permitted.
- 16 b. Landscaped/open space areas or islands on adjacent properties that are
17 not a part of the development shall not be used in calculating the one
18 hundred-foot distance requirement form parking spaces.
- 19 c. Each individual development must be responsible to meet the distance
20 requirement solely on its property unless the development is a simplified
21 planned unit development (SPUD) or planned unit development (PUD)
22 with a total development plan.

23 (8) When constructing new buildings requiring a new parking area(s) or additional
24 parking area(s), a landscaping strip three (3) feet in depth shall be located
25 between the abutting right-of-way and the parking lot, driving lanes and/or
26 parking aisles.

- 27 a. A hedge, landscaped berm or masonry wall of at least three (3) feet in
28 height shall extend the entire length of the landscape strip.
- 29 b. The hedge, berm or wall may not extend into the sight triangle; however,
30 the sight triangle area shall extend the entire length of the landscape
31 strip.
- 32 c. The hedge shall consist of two-gallon evergreen shrubs planted three (3)
33 feet on center.
- 34 d. The hedge must grow to a height of at least three (3) feet within a three-
35 year period.
- 36 e. In lieu of a hedge, a decorative masonry wall or landscaped berm may be
37 installed within the required landscaping strip. Such a wall or berm shall
38 be a minimum of three (3) feet in height and shall have trees planted at a

1 separation as specified in Chapter 42 (Tree Ordinance) of the Midwest
2 City Code of Ordinances.

3 (9) Ten (10) percent of the parking area shall contain landscaping.

4 (C) *Landscaping plan.* A landscaping plan must be submitted as part of the site plan
5 submitted for a building permit for a new building or the expansion of an existing
6 building (when additional parking is installed) and off-street parking as prescribed in
7 4.4.57. Off-Street Parking: Accessory Parking, 4.4.58. Off-Street Parking: Commercial,
8 or 4.4.59. Off-Street Parking: Personal Vehicle Storage.

9 (1) Landscape plans shall include the following information:

- 10 a. North arrow and scale;
- 11 b. The location of existing property lines and dimensions of the tract drawn
12 to scale;
- 13 c. Exact locations of existing right-of-way;
- 14 d. The location of existing and proposed buildings and parking areas,
15 including the exact number of parking spaces provided;
- 16 e. The location and size of any permanent fixture or structure, including but
17 not limited to, sidewalks, walls, fences, trash enclosures, lighting
18 fixtures, signs and benches;
- 19 f. The location, size, and type of all above ground and underground public
20 utilities with notation, where appropriate, as to any safety hazards to
21 avoid during installation of landscaping. Alternatively, a letter of no
22 objection provided by the utility company may be provided;
- 23 g. The location, size, type, spacing (on center), and quantity of all proposed
24 plant materials and existing plant materials credited as part of the
25 required landscaping, shall be graphically represented and referenced on
26 the plan by common name and/or scientific name;
- 27 h. Detailed irrigation plan showing coverage and location of hardware
28 associated with irrigation system shall be shown;
- 29 i. All screening required by these regulations; and
- 30 j. Type and treatment of the area within the street right-of-way between the
31 right-of-way line and the curb as well as any existing shrubs or trees to
32 be used to meet landscaping requirements.

33 (2) Landscape plans shall be prepared by any of the following persons:

- 34 a. A landscape architect registered in the State of Oklahoma;
- 35 b. A licensed architect or professional engineer licensed in the State of
36 Oklahoma, provided the services are incidental to the performance of his
37 or her normal practice; or

c. A landscape designer, as defined by Oklahoma State Architectural Act (59 O.S. § 46.1 et seq.) may submit a planting plan that is limited to plant specification only.

(3) If landscaping is to be used for sight-proof screening, the entire plan may be contained in one submission. No building permits shall be issued for the construction of a new building or the expansion of an existing building or off-street parking when landscaping is required until the landscape plan has been submitted and approved by the city.

(D) *Completion requirements.*

(1) A certificate of occupancy for any use shall not be issued until the landscaping has been installed in accordance with the landscape plan.

(2) It shall be unlawful and an offence for any person, firm, or corporation to occupy or operate a business in any new structure for which landscaping, as shown by the plans, is not provided; except that if a structure and all site improvements are complete except for these landscaping requirements and the season of the year will not permit the planting and growing of plants, temporary occupancy may be permitted by the Community Development Director until a date certain in the growing season.

(3) If the landscaping has not been completed by specified date, the property owner shall be in violation of this section and subject to the penalties contained in the Midwest City Code of Ordinances.

(E) *Minimum landscaping requirements within new single-family, two-family (Duplex), and manufactured home developments.* The following are minimum landscaping requirements for new single-family, two-family, and manufactured home lots and developments. These requirements apply within all single-family, two-family, and manufactured home zoning districts.

(1) *Tree by lot requirements.* Each lot shall have two (2) large shade trees placed in front of the building line.

a. For cases where this requirement would cause unavoidable conflicts with utilities, the developer/homebuilder shall submit a site landscaping plan for the lot with alternative locations for the proposed trees. The Community Development Director shall have the authority to approve the site landscaping plan.

(2) *Tree selection.* Trees shall be selected from the approved list in Section 42-5 of the Municipal Code of Midwest City.

SECTION 2. That the Midwest City Municipal Code, Appendix A, Zoning Regulations, Section 7, Development Review Procedures, Part 7.6., Special Use Permit; Subpart 7.6.3., Criteria for Special Permit Approval; is hereby amended to read as follows:

7.6.3. *Criteria for Special Use Permit Approval.*

(A) *Special use permit criteria.* The City Council shall use the following criteria to evaluate a special use permit:

- (1) Whether the proposed use shall be in harmony with the policies of the comprehensive plan.
- (2) Whether the proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
- (3) Whether the proposed use shall not adversely affect the use of neighboring properties.
- (4) Whether the proposed use shall not generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood.
- (5) Whether utility, drainage, parking, loading, signs, lighting access and other necessary public facilities exist to serve the proposed use shall meet the adopted codes of the city.

(B) *Specific conditions.* The City Council may impose specific conditions on any special use permit regarding:

- (1) The duration of the permit;
- (2) The location, design, operation, and screening to assure safety;
- (3) To prevent a nuisance;
- (4) To control the noxious effects of excessive sound, light, odor, dust, or similar conditions; and
- (5) The hours of operation for any applicant receiving a special use permit.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

THE CITY OF MIDWEST CITY, OKLAHOMA

ATTEST:

MATTHEW D. DUKES, II, Mayor

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SARA HANCOCK, City Clerk

Approved as to form and legality this ____ day of _____, 2025.

DONALD D. MAISCH, City Attorney

**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: May 27, 2025

Subject: Discussion, consideration, and possible action of awarding the bid to and approving contracts with Mocon Pacific, Inc., and PM Construction & Rehab, LLC, to complete trenchless stormwater pipe restoration at five (5) locations and authorizing the City Manager to execute the contracts.

Public Works recently sought bids for construction services associated with trenchless stormwater pipe restoration at five (5) locations across the city. The stormwater pipes at these locations have developed leaks or other damage, which has led to the formation of sinkholes along these pipe segments. Because traditional open trench repair or replacement might adversely impact nearby property and/or structures, Public Works has decided to repair these pipes using trenchless restoration methods.

The bid opening occurred on May 1, 2025, for the above referenced project. Five (5) bids were received. Based on this information, staff recommended award of the bid to the following bidders, who submitted the lowest and best bids that met specifications for each location:

Recommended Contract Awards

Site	Contractor	Bid Amount	Method	Mobilization Credit
Crosby Blvd (36" CMP)	Mocon Pacific, Inc.	\$242,870.00	CIPP – UV Cured	–
Mockingbird Ln (24" RCP)	NU-PIPE, LLC	\$75,392.75	CIPP	M1 (\$-29,420)
General Senter Dr (21" RCP)	NU-PIPE, LLC	\$58,526.00	CIPP	–
SE 18th St (42" RCP)	PM Construction & Rehab, LLC	\$61,550.00	Geopolymer	M1 (\$-7,500)
Peachtree Ln (48" RCP)	PM Construction & Rehab, LLC	\$93,910.00	Geopolymer	–

Total Project Cost Breakdown

Contractor	Sites Awarded	Base Cost	Credit Applied	Net Cost
NU-PIPE, LLC	Mockingbird Ln + General Senter Dr	\$133,918.75	-\$29,420	\$104,498.75
PM Construction & Rehab, LLC	SE 18th St + Peachtree Ln	\$155,460.00	-\$7,500	\$147,960.00
Mocon Pacific, Inc.	Crosby Blvd	\$242,870.00	–	\$242,870.00
Grand Total		\$532,248.75	-\$36,920	\$495,328.75

Alternative Award Recommendation

In the event of potential negotiation challenges, we have an alternative award scenario that maintains cost effectiveness and ensures reliable project delivery:

Site	Contractor	Bid Amount	Method	Mobilization Credit
Crosby Blvd (36" CMP)	Mocon Pacific, Inc.	\$242,870.00	CIPP – UV Cured	M2 (\$-80,000)
Mockingbird Ln (24" RCP)	Mocon Pacific, Inc.	\$97,225.00	CIPP – UV Cured	–
General Senter Dr (21" RCP)	Mocon Pacific, Inc.	\$81,300.00	CIPP – UV Cured	–
SE 18th St (42" RCP)	PM Construction & Rehab, LLC	\$61,550.00	Geopolymer	M1 (\$-7,500)
Peachtree Ln (48" RCP)	PM Construction & Rehab, LLC	\$93,910.00	Geopolymer	–

Alternative Recommendation Cost Breakdown

Contractor	Sites Awarded	Base Cost	Credit Applied	Net Cost
Mocon Pacific, Inc.	Crosby Blvd + Mockingbird Ln + General Senter Dr	\$421,395.00	-\$80,000	\$341,395.00
PM Construction & Rehab, LLC	SE 18th St + Peachtree Ln	\$155,460.00	-\$7,500	\$147,960.00
Grand Total		\$576,855.00	-\$87,500	\$489,355.00

However, contract negotiations with Nu-Pipe, LLC, have been unsuccessful to date, so City staff will reach out to the next lowest and best bidder for the Mockingbird Lane and General Senter Dr locations, Mocon Pacific, Inc. Because contracts are still under negotiation, the City Council authorizes the City Manager to sign and execute the contracts.

The recommendation letter and bid tabulations are attached. Funds for this project are available in Account # 157-5700-480.40-05, Project # 572509.

Approval is at the discretion of the Council.

Respectfully,



R. Paul Streets
Public Works Director

Attachments

Bid Tabulation – 2025 Trenchless Storm Pipe Restoration Project

	Lewis Concrete Restoration		PM Construction & Rehab		Brewer Construction Oklahoma		NU-PIPE		Mocon Pacific	
Location	Method	Cost	Method	Cost	Method	Cost	Method	Cost	Method	Cost
Crosby Blvd (36” CMP)	Geospray SIPP	\$562,965.00	— (No Bid)	N/A	Sliplining 32” DR 17 HDPE	\$559,574.00	CIPP	\$348,442.55	CIPP-UV Cured	\$242,870.00
Mockingbird Ln (24” RCP)	Spiraline X	\$182,219.90	CIPP	\$103,450.00	Sliplining 22” DR 17 HDPE	\$166,535.00	CIPP	\$75,392.75	CIPP-UV Cured	\$97,225.00
General Senter Dr (21” RCP)	CIPP	\$134,913.80	CIPP	\$72,375.00	Sliplining 20” DR 17 HDPE	\$134,090.00	CIPP	\$58,526.00	CIPP-UV Cured	\$81,300.00
SE 18th St (42” RCP)	Spiraline T	\$142,674.75	Geopolymer	\$61,550.00	Sliplining 36” Vylon Pipe	\$147,118.00	SAPL	\$85,897.50	CIPP-UV Cured	\$119,400.00
Peachtree Ln (48” RCP)	Geospray SIPP	\$229,360.00	Geopolymer	\$93,910.00	Sliplining 42” Vylon Pipe	\$261,256.00	SAPL	\$123,313.00	CIPP-UV Cured	\$151,560.00
M1 Mobilization Credit (≥ 2 sites)		-\$2,500.00		-\$7,500.00		\$0.00		-\$29,420.00		-\$40,000.00
M2 Mobilization Credit (≥ 3 sites)		-\$5,000.00		-\$15,000.00		\$0.00		-\$92,260.00		-\$80,000.00
Grand Total (Listed in Bid)		\$1,252,133.45		\$331,285.00		\$1,268,573.00		\$599,311.80		\$692,355.00
Grand Total (Calculated)		\$1,252,133.45		\$331,285.00		\$1,268,573.00		\$599,311.80		\$692,355.00

Key Bid Clarifications:

- Lewis Concrete Restoration Corp. – Grand total does not include mobilization credits.
- PM Construction & Rehab, LLC – Grand total does not include mobilization credits. Notes "Open to further discussions on mobilization credits pending final award of individual sites."
- Brewer Construction Oklahoma, LLC – No mobilization credit. Prefers DR32.5 HDPE pipe if available; cannot yet confirm lead times.
- NU-PIPE, LLC – Bid grand total includes mobilization credit for ≥ 3 sites; without credits the total calculates to be \$691,571.80.
- Mocon Pacific, Inc. – Grand total does not include mobilization credits. Bidder notes grand total assumes all five sites are awarded. Appears \$692,355.00 is if all sites are award and an additional -\$80,000 credit is not shown in grand total calculation but will then be included.



May 20, 2025

Carrie Evenson
Assistant Public Works Director
Midwest City Public Works
8730 SE 15th Street
Midwest City, OK 73110
Email: CEvenson@MidwestCityOK.org

RE: **Final Recommendation –Trenchless Storm Pipe Restoration Project**

Dear Ms. Evenson,

On behalf of Parkhill, we respectfully submit our recommendation for contract awards associated with the Trenchless Storm Pipe Restoration Project. This recommendation is based on evaluation of cost-efficiency, site specific requirements, compliance with bid specifications, and the application of mobilization credits to maximize overall project value.

Recommended Contract Awards

Site	Contractor	Bid Amount	Method	Mobilization Credit
Crosby Blvd (36" CMP)	Mocon Pacific, Inc.	\$242,870.00	CIPP – UV Cured	–
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Grand Total		\$576,855.00	-\$87,500	\$489,355.00

Key Considerations

- Mobilization Credits**
 - Primary:** NU-PIPE (\$29,420), PM Construction (\$7,500)
 - Alternative:** Mocon Pacific (\$80,000), PM Construction (\$7,500)
- Bid Compliance**
 - All recommended contractors submitted responsive and complete bids.
- Technical Specifications**
 - Confirm with NU-PIPE the specific CIPP methods proposed.
- Contract Implementation**
 - Alternative recommendations provide negotiation flexibility and maintain competitive pricing.

Action Requested

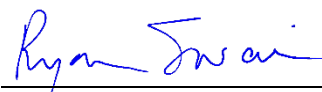
Please review and confirm your approval of this recommendation along with the attached bid tabulation.

Attachment:

- Bid Tabulation Summary (PDF)

Sincerely,

PARKHILL



Ryan Swain, PE
Project Engineer

Bid Tabulation – 2025 Trenchless Storm Pipe Restoration Project

Location	Lewis Concrete Restoration		PM Construction & Rehab		Brewer Construction Oklahoma		NU-PIPE		Mocon Pacific	
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- Mocon Pacific, Inc. – Grand total does not include mobilization credits. Bidder notes grand total assumes all five sites are awarded. Appears \$692,355.00 is if all sites are award and an additional -\$80,000 credit is not shown in grand total calculation but will then be included.

MEMORANDUM

To: Mayor and Members of the City Council

From: Don Maisch
City Attorney

RE: Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 42, Trees; Article II, Tree Board, Sections: 42-24, Members; 42-25, Officers; 42-26, Standing Committees; 42-27, Meetings required; 42-29, Reserved; 42-30, General powers; 42-31, Duties and responsibilities; 42-32, Entry powers; 42-38, Reserved; 42-39, Reserved; and providing for a repealer, and severability. (D. Maisch – City Attorney).

Date: May 27, 2025

The proposed amendments to Chapter 42, Article II, amend the ordinances that create and implement the Tree Board. These changes generally bring the Tree Board in line with other Boards concerning how members are appointed (each City Council Member appoints a members to the Board who is a resident of the ward), establish the terms of the members, establish a mission and purpose, establish officers, establish a City Liaison and a Sunset review for the Board.

Each City Council Member shall have 90 days to nominate a person for appointment or the nomination process rolls to the Mayor.

These changes are recommended as a part of the review process being undertaken for all of the City's Boards, Committees and Commissions.

The redline version of the ordinance changes lists every ordinance in Article II, whether any amendments are recommended, to allow the members of the City Council to see the entirety of all the ordinances that are applicable to the Tree Board. The Clean version of the ordinance changes, only include those ordinances that are being amended (excluding those ordinances that are not being amended).

These changes were originally presented at the April 22, 2025, City Council Meeting. Based on the discussion, this item was not acted upon and requested to be brought back to the May 27, 2025 City Council Meeting. Those items highlighted in yellow in the strikethrough and underline version of the amendments reflect what was changed based on the discussions from the April 22, 2025, City Council Meeting and include:

- Increasing the time for appointments from 60 to 90 days and requiring that any unexpired term appointment be filled in the same manner as a regular appointment, as stated in Section 42-24;



City Attorney, Donald D. Maisch

100 N. Midwest Boulevard

Midwest City, OK 73110

DMaisch@midwestcityok.org

Office: 405.739.1203

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- Committees have been changed from standing to discretionary committees in Section 42-26;
- Adding a measurement for the Mission and Purpose of the Tree Board, in Section 42-29; and
- Enumerating the general powers of the Tree Board, in Section 42-30.

Please note that the City must have a Tree Board to maintain its designation as a USA Tree City from the Arbor Day Foundation.

Approval is at the discretion of the of the City Council.

Respectfully submitted,

Donald D. Maisch
City Attorney

1 procedures set forth in paragraph (a) above, provided that each member appointed prior to the
2 effective date of this chapter shall continue to hold office for the balance of the term for which he
3 is appointed. Any member serving may be reappointed to an additional three (3) year term that
4 may run consecutively, as approved by the City Council. Any member of the Committee may be
5 reappointed to multiple consecutive three-year terms.
6

7 **Section 3.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;
8 Article II, Tree Board, Section 42-25, Officers; is hereby amended to read as follows:
9

10 **42-25. Officers.**
11

12 The city tree board shall elect a chair~~man~~, a vice-chair, and a secretary and shall create
13 and fill such other offices as it may determine. The term of chair~~man~~, vice-chair, and secretary
14 shall be one (1) year, with eligibility for reelection.
15

16 **Section 4.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;
17 Article II, Tree Board, Section 42-26, Standing Committees; is hereby amended to read as follows:
18

19 **42-26. Standing Committees.**
20

21 The city tree board ~~shall~~ may receive recommendations and assistance from ~~standing~~
22 committees. Such committees may be formed as necessary and may include: Forestry master
23 plan committee, public image committee, annual work plans committee, park board liaison, and
24 community projects committee. Members shall be appointed by the chair~~man~~ and confirmed by
25 the board. Each committee shall serve at the pleasure of the board.
26

27 **Section 5.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;
28 Article II, Tree Board, Section 42-27, Meeting required; is hereby amended to read as follows:
29

30 **42-27. Meetings required.**
31

32 The city tree board shall hold at least one (1) regular meeting each calendar quarter.
33 Meeting agendas shall be posted at City Hall and at the location of the city tree board meeting if
34 different than City Hall at least twenty-four (24) hours before the start of any meeting.
35

36 **Section 6.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;
37 Article II, Tree Board, Section 42-28, Quorum; hereby reads as follows:
38

39 **42-28. Quorum.**
40

41 Four (4) members of the city tree board shall constitute a quorum for the transaction of
42 business.
43

44 **Section 7.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;
45 Article II, Tree Board, Section 42-29, ~~Reserved~~ Mission and Purpose; is hereby amended to read
46 as follows:

1
2 **42-29. Reserved Mission and Purpose.**
3

4 The Mission and Purpose of the city tree board is to: maintain the City of Midwest City's
5 designation as a Tree City USA, promote sound urban forest management, maintain and expand
6 a healthy and beneficial tree population, identify trees that are invasive and to remove or
7 eliminate such invasive species of trees, so that the City of Midwest City can qualify for and
8 make application to receive a Tree City USA Growth Award from the Arbor Day Foundation.
9

10 **Section 8.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;
11 Article II, Tree Board, Section 42-30, General powers; is hereby amended to read as follows:
12

13 **42-30. General powers.**
14

15 In general, the city tree board shall have ~~such~~ the following powers as may be necessary
16 to enable it to fulfill its ~~functions~~, mission and purpose to:

- 17 (a) promote sound urban forest management, maintain and expand a healthy and
18 beneficial tree population,
19 (b) identify and have removed invasive species of trees,
20 (c) undertake the necessary requirements to qualify for and make application for
21 a Tree City USA Growth Award, and
22 (d) and carry out the purposes of this chapter.
23

24 **Section 9.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;
25 Article II, Tree Board, Section 42-31, Duties and responsibilities; is hereby amended to read as
26 follows:
27

28 **42-31. Duties and responsibilities.**
29

30 It shall be the responsibility of the city tree board to study, investigate, counsel and
31 develop and/or update annually a written plan for the care, preservation, trimming, planting,
32 replanting, removal or disposition of trees and shrubs in public ways, streets, parks and alleys.
33 Such plan will be presented annually to the city council and upon their acceptance and approval
34 shall constitute the official comprehensive city tree plan for the city. The board, when requested
35 by the city council, shall consider, investigate, make findings, report and recommend upon any
36 special matter of question coming within the scope of its work. In addition to the above described
37 duties and responsibilities the Midwest City Tree Board shall hear all requests for waivers as
38 outlined in section 42-12 and section and section 42-13 of the Code. A report with the
39 recommendation of the tree board shall be forwarded to the city council for final action on each
40 application. Said hearing shall be open to the public and all interested parties shall be given the
41 opportunity to be heard. The board shall propose rules to govern these hearings to the council
42 for approval.
43

44 **Section 10.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;
45 Article II, Tree Board, Section 42-32, Entry powers; is hereby amended to read as follows:
46

1 **42-32. Entry powers.**

2
3 The city tree board, its members, officers and employees, in the performance of their
4 ~~functions~~ mission, purpose, duties and responsibilities, may enter public ways, streets, alleys and
5 parks to make examinations and surveys.
6

7 **Section 11.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;
8 Article II, Tree Board, Section 42-33, Interference with board; hereby reads as follows:
9

10 **42-33. Interference with board.**

11
12 It shall be unlawful for any person to prevent, delay or interfere with the city tree board,
13 or any of its agents, or employees while engaging in and about the planting, cultivating,
14 mulching, pruning, spraying, or removing of any street trees or park trees as authorized in this
15 chapter.
16

17 **Section 12.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;
18 Article II, Tree Board, Section 42-34, Master plan; hereby reads as follows:
19

20 **42-34. Master plan.**

21
22 The city tree board shall have the power and the duty to make and recommend to the city
23 council for adoption a master plan for the development of a forestry program for the city. The
24 plan shall be made with the general purposes of guiding and accomplishing a coordinated
25 forestry program. The landscape master plan shall outline tree planting needs relative to the
26 specific landscape plans for individual areas, such as parks and other major public areas.
27

28 **Section 13.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;
29 Article II, Tree Board, Section 42-35, Annual work plans; hereby reads as follows:
30

31 **42-35. Annual work plans.**

32
33 The work plan developed annually by the city tree board shall implement the master plan,
34 working with the general public. The annual plan shall describe planned activities for the coming
35 year in tree planting, tree maintenance, and tree removal and disposal. Main items of the work
36 plan, shall include what is to be done, how it is to be done, who is to do it, and estimated cost to
37 the community. The annual work plan committee shall make recommendations to the board. The
38 annual work plan shall be coordinated with the park and recreation board and then presented to
39 the city council for final approval.
40

41 **Section 14.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;
42 Article II, Tree Board, Section 42-36, Review by city council; is hereby amended to read as
43 follows:
44

45 **42-36. Review by city council.**

46

1 The city council shall review the conduct, acts, decisions and recommendations of the
2 city tree board. No action of the city tree board shall become final until approved by the city
3 council. Requests for waivers considered by the city tree board pursuant to section 42-31 shall
4 be considered by the city council ~~by public hearing~~.

5
6 **Section 15.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;
7 Article II, Tree Board, Section 42-37, Rules authorized; records; hereby reads as follows:
8
9

10 **42-37. Rules authorized; records.**
11

12 The city tree board shall adopt rules for the transaction of business and shall keep a record
13 of its resolutions, transactions, findings and determinations, which record shall be a public
14 record.
15

16 **Section 16.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;
17 Article II, Tree Board, Section 42-38, ~~Reserved~~ City Liaison; is hereby amended to read as follows:
18

19 **42-38. ~~Reserved~~ City Liaison.**
20

21 The City Manager shall appoint a member of City Staff to be a liaison to the city tree board.
22 The Liaison shall ensure that minutes of each meeting of the city tree board are taken, compiled,
23 reduced into a written format, reviewed and approved by the city tree board and submitted to the
24 City Council.
25

26 **Section 17.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;
27 Article II, Tree Board, Section 42-39, ~~Reserved~~ Sunset; is hereby amended to read as follows:
28

29 **42-39. ~~Reserved~~ Sunset.**
30

31 The city tree board shall continue until January 1, 2029. The city tree board may be
32 reviewed, and the City Council may determine to continue the city tree board beyond January 1,
33 2029.
34

35 **Section 18.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
36 repealed.
37

38 **Section 19.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
39 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
40 of the ordinance.
41

1
2 Ordinance Amendments PASSED AND APPROVED by the Mayor and the Council of the City
3 of Midwest City, Oklahoma, this _____ day of _____, 2025.
4

5 **THE CITY OF MIDWEST CITY, OKLAHOMA**
6
7

8 _____
9 MATTHEW D. DUKES, II, Mayor
10

11 ATTEST:
12

13 _____
14 SARA HANCOCK, City Clerk
15

16 Approved as to form and legality this _____ day of _____, 2025.
17
18

19 _____
20 DONALD D. MAISCH, City Attorney
21
22

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

42-24. Members.

(b) The term of the seven (7) members shall be three (3) years or until their successors take office. The members of the board shall be nominated and appointed solely with reference to their fitness and without reference to party affiliation, and shall serve without compensation as hereinafter provided. Members may be removed by the city council only for inefficiency, neglect of duty or malfeasance in office. Absences from meetings by the board members shall be governed by section 2-28 of the Municipal Code. Vacancies occurring otherwise than through the expiration of terms shall be filled only for the unexpired term in accordance with the procedures set forth in paragraph (a) above, provided that each member appointed prior to the effective date of this chapter shall continue to hold office for the balance of the term for which he is appointed. Any member serving may be reappointed to an additional three (3) year term that may run consecutively, as approved by the City Council. Any member of the Committee may be reappointed to multiple consecutive three-year terms.

42-25. Officers.

1 The city tree board shall elect a chair, a vice-chair, and a secretary and shall create and
2 fill such other offices as it may determine. The term of chair, vice-chair, and secretary shall be
3 one (1) year, with eligibility for reelection.
4

5 **Section 3.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;
6 Article II, Tree Board, Section 42-26, Standing Committees; is hereby amended to read as follows:
7

8 **42-26. Committees.**
9

10 The city tree board may receive recommendations and assistance from ~~standing~~
11 committees. Such committees may be formed as necessary and may include: Forestry master
12 plan committee, public image committee, annual work plans committee, park board liaison, and
13 community projects committee. Members shall be appointed by the chair~~man~~ and confirmed by
14 the board. Each committee shall serve at the pleasure of the board.
15

16 **Section 4.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;
17 Article II, Tree Board, Section 42-27, Meeting required; is hereby amended to read as follows:
18

19 **42-27. Meetings required.**
20

21 The city tree board shall hold at least one (1) regular meeting each calendar quarter.
22 Meeting agendas shall be posted at City Hall and at the location of the city tree board meeting if
23 different than City Hall at least twenty-four (24) hours before the start of any meeting.
24

25 **Section 5.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;
26 Article II, Tree Board, Section 42-29, Reserved; is hereby amended to read as follows:
27

28 **42-29. Mission and Purpose.**
29

30 The Mission and Purpose of the city tree board is to: maintain the City of Midwest City's
31 designation as a Tree City USA, promote sound urban forest management, maintain and expand
32 a healthy and beneficial tree population, identify trees that are invasive and to remove or
33 eliminate such invasive species of trees, so that the City of Midwest City can qualify for and
34 make application to receive a Tree City USA Growth Award from the Arbor Day Foundation.
35

36 **Section 6.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;
37 Article II, Tree Board, Section 42-30, General powers; is hereby amended to read as follows:
38

39 **42-30. General powers.**
40

41 In general, the city tree_board shall have the following powers as may be necessary to
42 enable it to fulfill its mission and purpose to:

- 43 (a) promote sound urban forest management, maintain and expand a healthy and
44 beneficial tree population,
- 45 (b) identify and have removed invasive species of trees,
- 46 (c) undertake the necessary requirements to qualify for and make application for a Tree
47 City USA Growth Award, and

(d) carry out the purposes of this chapter.

Section 7. That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees; Article II, Tree Board, Section 42-31, Duties and responsibilities; is hereby amended to read as follows:

42-31. Duties and responsibilities.

It shall be the responsibility of the city tree board to study, investigate, counsel and develop and/or update annually a written plan for the care, preservation, trimming, planting, replanting, removal or disposition of trees and shrubs in public ways, streets, parks and alleys. Such plan will be presented annually to the city council and upon their acceptance and approval shall constitute the official comprehensive city tree plan for the city. The board, when requested by the city council, shall consider, investigate, make findings, report and recommend upon any special matter of question coming within the scope of its work. In addition to the above described duties and responsibilities the Midwest City Tree Board shall hear all requests for waivers as outlined in section 42-12 and section and section 42-13 of the Code. A report with the recommendation of the tree board shall be forwarded to the city council for final action on each application. Said hearing shall be open to the public and all interested parties shall be given the opportunity to be heard. The board shall propose rules to govern these hearings to the council for approval.

Section 8. That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees; Article II, Tree Board, Section 42-32, Entry powers; is hereby amended to read as follows:

42-32. Entry powers.

The city tree board, its members, officers and employees, in the performance of their mission, purpose, duties and responsibilities, may enter public ways, streets, alleys and parks to make examinations and surveys.

Section 9. That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees; Article II, Tree Board, Section 42-36, Review by city council; is hereby amended to read as follows:

42-36. Review by city council.

The city council shall review the conduct, acts, decisions and recommendations of the city tree board. No action of the city tree board shall become final until approved by the city council. Requests for waivers considered by the city tree board pursuant to section 42-31 shall be considered by the city council.

Section 10. That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees; Article II, Tree Board, Section 42-38, Reserved; is hereby amended to read as follows:

42-38. City Liaison.

1
2 The City Manager shall appoint a member of City Staff to be a liaison to the city tree board.
3 The Liaison shall ensure that minutes of each meeting of the city tree board are taken, compiled,
4 reduced into a written format, reviewed and approved by the city tree board and submitted to the
5 City Council.

6
7 **Section 11.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;
8 Article II, Tree Board, Section 42-39, Reserved; is hereby amended to read as follows:
9

10 **42-39. Sunset.**
11

12 The city tree board shall continue until January 1, 2029. The city tree board may be
13 reviewed, and the City Council may determine to continue the city tree board beyond January 1,
14 2029.

15
16 **Section 12.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
17 repealed.
18

19 **Section 13.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
20 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
21 of the ordinance.
22

23 Ordinance Amendments PASSED AND APPROVED by the Mayor and the Council of the City
24 of Midwest City, Oklahoma, this _____ day of _____, 2025.
25

26 **THE CITY OF MIDWEST CITY, OKLAHOMA**
27

28
29 _____
30 MATTHEW D. DUKES, II, Mayor
31

32 ATTEST:
33

34 _____
35 SARA HANCOCK, City Clerk
36

37 Approved as to form and legality this _____ day of _____, 2025.
38

39 _____
40 DONALD D. MAISCH, City Attorney



City Attorney, Donald D. Maisch

100 N. Midwest Boulevard

Midwest City, OK 73110

DMaisch@midwestcityok.org

Office: 405.739.1203

www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Greg Wipfli
Chief of Police

Don Maisch
City Attorney

RE: Discussion, consideration and possible action of approving resolution re-adopting the City of Midwest City's Police Community Advisory Board. (G. Wipfli – Police Chief and D. Maisch – City Attorney).

Date: May 27, 2025

The Police Community Advisory Board (Board) was originally adopted on November 24, 2015 by the Midwest City Council. The Board meets on a regular basis and provides the City and the Midwest City Police Department valuable services concerning community relations and communications between the Police Department and its citizens.

The resolution, if adopted, would readopt the Board and set its Mission Statement, Purpose Statement, Membership, including Terms, Reappointment and Removal, allow the Committee to elect Officers, adopt Procedures, call Meetings to be noticed and Sunset the Committee. The proposed resolution would generally bring the Board in line with other Boards concerning how members are appointed (each City Council Member appoints a members to the Board who is a resident of the ward), establish the terms of the members, establish a mission and purpose, establish a City Liaison and a Sunset review for the Board.

Following what has been done historically with this Board, the Police Department will accept applications from residents who are interested in serving. Each City Council Member will be presented a list of applicants from their Ward. Each member shall have 90 days to nominate a person for appointment or the nomination process rolls to the Mayor.

These changes are recommended as a part of the review process being undertaken for all of the City's Boards, Committees and Commissions. Approval is at the discretion of the of the City Council.

Respectfully submitted,

/s/ Greg Wipfli

Greg Wipfli
Chief of Police

/s/ Donald D. Maisch

Donald D. Maisch
City Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL FOR MIDWEST CITY
TO READOPT THE CITY OF MIDWEST CITY POLICE
COMMUNITY ADVISORY BOARD.**

WHEREAS, on November 24, 2015, the City Council for the City of Midwest City established the City of Midwest City Police Community Advisory Board (Board); and

WHEREAS, the original purpose of the Board was for the City of Midwest City Police Department (Police Department) to provide quality policing in direct partnership with the citizens it serves. In order to achieve this goal, there must be an open flow of communication, information and ideas between the Community and the Police Department; and

WHEREAS, based on the above-stated purpose, the stated role of the Board, was to enhance and encourage the flow of communication, information and ideas by being a resource to the Police Department in building the quality of its communication with the community it serves and protects. The Board will provide comments, suggestions and recommendations to the Chief of Police on Department policies and procedures to ensure best practices are in place and operational; and

WHEREAS, since the creation of the Board, the Board has continued to meet on a regular basis and has been sought out for a wide range of Police policy and procedural issues; and

WHEREAS, it is the desire of the City Council for the City of Midwest City that the Board be reestablished, continue its functions and to formalize its role within the City of Midwest City;

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

CREATION: That the City of Midwest City Police Community Advisory Board is hereby recreated.

PURPOSE: The Purpose of the Board is work in partnership with the Police Department to provide quality policing with the citizens it serves. In order to achieve this goal, there must be an open flow of communication, information and ideas between the Community and the Police Department. Further, the Board will:

- Maintain a consistent partnership between the community and law enforcement.
- Serve to help reduce crime and enhance the quality of life for all citizens.
- Establish goals that can be accomplished through positive and open communication.
- Help community groups share responsibility for police accountability and the commitment to serve.
- Establish a process to enhance community dialogues at meetings and other events to enhance the public trust.

- Create processes to help address issues of bias based policing.
- Improve interaction between police and citizens through education and training.
- Establish a community process to gain input that includes all diverse community groups.
- Assist law enforcement in helping to maintain police standards for accountability.
- Strengthen and ensure the application of equal protection under the law for all persons.

MISSION: The mission of the Board 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 communications. 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.

MEMBERSHIP: There shall be seven (7) members appointed to the Board, as follows:

- (1) The City shall accept applications from residents of the City of Midwest City who are interested in serving on the Board. Each applicant must be able to meet the following:
 - a. Be a party in litigation against the City;
 - b. Be prepared to attend all training sessions and invest the required time and energy necessary to serve as a volunteer member of the PCAB;
 - c. Be active participants in citizen-based initiatives sponsored by the Midwest City Police Department. Board member interaction and input relative to organizational goals, strategies, and resource allocation are considered vital to the participative police model embraced by the Midwest City Police Department; and
 - d. No applicant nor any members of the applicant's immediate family, shall be currently employed by the City of Midwest City nor be a former sworn employee of the City of Midwest City Police Department.
- (2) From the applications received, each member of the City Council shall nominate:
 - a. a member of the public who is a resident of their ward, which will be required to be approved by the City Council.
 - b. the Mayor shall nominate a member to the Board, who shall be a resident of the City and approved by the City Council.
- (3) If a member of the City Council does not nominate a member of the public to this Board within ninety (90) days of the date of any vacancy on the Board, the Mayor may nominate a member of the public from the applications received, that may or may not be from the ward represented by the City Council Member who was not able to provide a nominee, which shall be required to be approved by the City Council.

TRAINING: Each member shall attend an orientation presented by the Police Department to familiarize the board with the operation of City government, the Police Department and the rules and operating procedures of the PCAB. Each voting member will be encouraged to complete the

Citizens Police Academy and participate in at least one ride-along with a Midwest City Police Officer.

MEMBERSHIP TERMS: The Term of each member of the Board shall be three (3) years in length, from the date of appointment.

MEMBERSHIP REAPPOINTMENT: Any member may be reappointed for an additional three (3) year term that may run consecutively. as approved by the City Council. Any member of the Board may be reappointed to multiple consecutive three-year terms.

OFFICERS AND PROCEDURES: From the membership of the Board, the Board shall elect a Chair, a Vice-Chair and Secretary. The Chair, Vice-Chair and Secretary shall serve one-year terms and may be elected to consecutive and/or multiple consecutive terms. The members shall adopt rules and procedures relating to the operation of the PCAB. The PCAB shall determine the date, time, and place for each meeting.

MEMBERSHIP REMOVAL: Any Board member who misses three (3) consecutive meetings or more shall be referred to the City Council for possible replacement. A Board Member may be replaced by the City Council at the conclusion of their term, following the requirements stated in the Membership section as outlined above.

LIMITATIONS: Neither the Board as a whole, nor any members of the Board, shall:

- Incur city expenses or obligate the City in any manner.
- Release any written or oral report of any Board activity to any individual or body other than to the Chief of Police, City Manager or the Mayor.
- Violate the confidentiality of any information related to matters involving or pending or forthcoming civil or criminal investigation.
- Independently investigate citizen complaints against the police department or an employee of the department.
- Conduct any activity, which might constitute or be construed as an official governmental review of police actions.
- Conduct any activity, which might constitute or be construed as establishment of City or department policy.

CITY LIAISON: The City Manager appoints the Chief of Police for the Midwest City Police Department to be the City Liaison to the Board. The City Liaison shall ensure that minutes of each meeting of the Board are taken, compiled, reduced into a written format, reviewed and approved by the Board and submitted to the City Council.

MEETINGS: All meeting dates, times and agendas shall be posted at the City Hall Complex and on the City's website for public notification purposes at least twenty-four (24) hours prior to the start of the meeting. The City Liaison shall ensure that these notification requirements are met.

SUNSET: This Board shall continue until January 1, 2029. This Board may be reviewed, and the City Council may determine to continue this Board beyond January 1, 2029.

This **RESOLUTION** was **APPROVED** by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____ day of _____, 2025.

THE CITY OF MIDWEST CITY

MAYOR

Attest:

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

**MIDWEST CITY POLICE DEPARTMENT POLICE COMMUNITY ADVISORY BOARD
(PCAB) APPLICATION FORM**

CONTACT INFORMATION

Name:
Date of Birth:
Street Address:
City, State, Zip Code:
City Council District:
Home Phone:
Work Phone:
Cell Phone:
Fax:
Email Address:

INTERESTS

Tell us in which areas who are interested (use check marks).

☐ Administration
☐ Events
☐ Crime Prevention
☐ Youth Mentoring
☐ Juvenile Justice
☐ Record Room
☐ Newsletter Production
☐ Volunteer Coordination
☐ Community Policing
☐ Reducing Violent Crime
☐ Cultural Awareness

NEIGHBORHOOD WATCH/ COMMUNITY ACTIVITY

1. Are you involved in a neighborhood watch group? ☐ Yes, ☐ No

If yes, please provide the name of the Neighborhood Watch/Community Activity

If no, would you be interested in joining a group in your area? ☐ Yes, ☐ No

2. Please share any other community organizations you currently work with. Use the space below to list the organization, committee or group and any other comments:

PERSON TO NOTIFY IN CASE OF EMERGENCY

Name:

Street Address:

City, State, Zip Code:

Home Phone:

Work Phone:

Cell Phone:

Fax:

Email Address:

AGREEMENT AND SIGNATURE

By submitting this application, I affirm that I am not a convicted felon and the facts set forth in it are true and complete. I understand that if am selected as a member of the m Midwest City Police Community Advisory Board, my time is voluntary and I will not be compensated monetarily for my service. I also understand the bi-monthly commitment to appear at the Advisory Board meetings, as well as other duties which may be required of me. Additionally, I understand that if I am accepted as an applicant, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed): _____

Signature: _____

Date: _____

Midwest City Police Department Policy: It is the policy of the Police Department to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application and for your interest in supporting the Midwest City Police Department.





Hilltop Mobile Home Park
9800 NE 19th Ave. OK 73141
(405) 306-2576

9800 NE 19th St

RECEIVED APR 22 2025
Dug

April 22, 2025

To:
Midwest City Chief Building Official
Midwest City Code Enforcement
Midwest City Neighborhood services

This letter serves to inform you of my request to appeal for all code and ordinance violations for the property located at 9800 NE 19th Street

Thank you,

Marcel Radcliff
Hilltop Mobile Home Park
mobilehomeparkhilltop@gmail.com

April 7, 2025

HILLTOP MOBILE HOME PARK C/O
SULLIVAN WILLIAM A & BARBARA A TRS
SULLIVAN FAMILY TRUST
216 MAGNOLIA RDG
OKLAHOMA CITY, OK 73130

To Whom It May Concern:

This notice serves to inform you of a violation of the Midwest City Ordinances concerning your property located at 9800 NE 19th St. The following violations have been identified:

1. Ordinance Violation – Sec. 23-76: It has been observed that manufactured homes and sectors of your mixed park. According to Midwest City Ordinances Sec. 23-76, "Separate areas shall be reserved for manufactured homes and travel trailers in a mixed park. No manufactured home shall be permitted in the travel trailer sector and no travel trailer shall be permitted in the manufactured home sector."
2. Ordinance Violation – Sec. 23-93: Additionally, it has come to our attention that there are wrecked, damaged, or dilapidated manufactured homes or travel trailers on the premises. Per MCO Sec. 23-93, "Wrecked, damaged, or dilapidated manufactured homes and travel trailers shall not be kept or stored in a manufactured home park or a travel trailer park."

Required Action:

You are hereby required to take corrective measures within 90 ninety calendar days from the date of this notice. Please provide us with a site map that clearly marks the designated spaces for recreational vehicles. All recreational vehicles will need to be relocated to this area. All wrecked, damaged, or dilapidated manufactured homes shall be removed from the park.

Failure to comply with these ordinances may result in further enforcement actions, as allowed by law.

Should you require assistance or wish to discuss this matter, please contact us at your earliest convenience.

Thank you for your prompt attention to this matter.

Sincerely,

Randall Fryar

Randall Fryar
Chief Building Official
City of Midwest City

Cc: Matt Summers, Director of Community Development
Don Maisch City Attorney

HILLTOP MOBILE HOME PARK | MARCH 202

Number	Type	Type Description	Location	Status	Status Code
CE-25-01231	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 114, 73141	CE-IPLTR	OPEN
CE-25-01259	CE-STRPRCH	Stairways & Porches	9700 NE 19TH ST, 113, 73141	CE-IPLTR	OPEN
CE-25-01261	CE-BRDDWEL	Boarded Dwellings	9700 NE 19TH ST, 113, 73141	CE-IPLTR	OPEN
CE-25-01265	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, 112, 73141	CE-IPLTR	OPEN
CE-25-01267	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 112, 73141	CE-IPLTR	OPEN
CE-25-01269	CE-ROOFRN	Roofs & Drainage	9700 NE 19TH ST, 112, 73141	CE-IPLTR	OPEN
CE-25-01271	CE-STRPRCH	Stairways & Porches	9700 NE 19TH ST, 112, 73141	CE-IPLTR	OPEN
CE-25-01273	CE-ADDRNUM	Address Numbers	9700 NE 19TH ST, 112, 73141	CE-IPLTR	OPEN
CE-25-01274	CE-WINDGLZ	Windows & Glazing	9700 NE 19TH ST, 112, 73141	CE-IPLTR	OPEN
CE-25-01334	CE-WINDGLZ	Windows & Glazing	9700 NE 19TH ST, 111, 73141	CE-IPLTR	OPEN
CE-25-01335	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 110, 73141	CE-IPLTR	OPEN
CE-25-01338	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, 110, 73141	CE-IPLTR	OPEN
CE-25-01339	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, 109, 73141	CE-IPLTR	OPEN
CE-25-01341	CE-WINDGLZ	Windows & Glazing	9700 NE 19TH ST, 109, 73141	CE-IPLTR	OPEN
CE-25-01342	CE-RUBBISH	Rubbish	9700 NE 19TH ST, 109, 73141	CE-IPLTR	OPEN
CE-25-01346	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, 108, 73141	CE-IPLTR	OPEN
CE-25-01348	CE-STRPRCH	Stairways & Porches	9700 NE 19TH ST, 108, 73141	CE-IPLTR	OPEN
CE-25-01354	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, 107, 73141	CE-IPLTR	OPEN
CE-25-01358	CE-STRPRCH	Stairways & Porches	9700 NE 19TH ST, 107, 73141	CE-IPLTR	OPEN
CE-25-01378	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 106, 73141	CE-IPLTR	OPEN
CE-25-01384	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, 106, 73141	CE-IPLTR	OPEN
CE-25-01385	CE-STRPRCH	Stairways & Porches	9700 NE 19TH ST, 106, 73141	CE-IPLTR	OPEN
CE-25-01388	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 105, 73141	CE-IPLTR	OPEN
CE-25-01390	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, 105, 73141	CE-IPLTR	OPEN
CE-25-01392	CE-BRDDWEL	Boarded Dwellings	9700 NE 19TH ST, 105, 73141	CE-IPLTR	OPEN
CE-25-01395	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 104, 73141	CE-IPLTR	OPEN
CE-25-01396	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, 104, 73141	CE-IPLTR	OPEN
CE-25-01397	CE-ROOFRN	Roofs & Drainage	9700 NE 19TH ST, 104, 73141	CE-IPLTR	OPEN
CE-25-01398	CE-STRPRCH	Stairways & Porches	9700 NE 19TH ST, 104, 73141	CE-IPLTR	OPEN
CE-25-01433	CE-TRASH	Trash & Debris	9700 NE 19TH ST, 102, 73141	CE-IPLTR	OPEN
CE-25-01434	CE-WINDGLZ	Windows & Glazing	9700 NE 19TH ST, 102, 73141	CE-IPLTR	OPEN
CE-25-01461	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 101, 73141	CE-IPLTR	OPEN
CE-25-01463	CE-STRPRCH	Stairways & Porches	9700 NE 19TH ST, 101, 73141	CE-IPLTR	OPEN
CE-25-01466	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, 100, 73141	CE-IPLTR	OPEN
CE-25-01468	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 99, 73141	CE-IPLTR	OPEN
CE-25-01475	CE-TRASH	Trash & Debris	9700 NE 19TH ST, 99, 73141	CE-IPLTR	OPEN
CE-25-01569	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01577	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01578	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01215	CE-RUBBISH	Rubbish	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01224	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01228	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01270	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01367	CE-TRASH	Trash & Debris	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01368	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01389	CE-STRPRCH	Stairways & Porches	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01400	CE-STRPRCH	Stairways & Porches	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01427	CE-STRPRCH	Stairways & Porches	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01524	CE-STRPRCH	Stairways & Porches	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01545	CE-ROOFRN	Roofs & Drainage	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01579	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01581	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01582	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01256	CE-TRASH	Trash & Debris	9700 NE 19TH ST, 83, 73141	CE-IPLTR	OPEN
CE-25-01279	CE-RUBBISH	Rubbish	9700 NE 19TH ST, 83, 73141	CE-IPLTR	OPEN
CE-25-01283	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, 83, 73141	CE-IPLTR	OPEN
CE-25-01285	CE-WINDGLZ	Windows & Glazing	9700 NE 19TH ST, 83, 73141	CE-IPLTR	OPEN
CE-25-01286	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 83, 73141	CE-IPLTR	OPEN
CE-25-01288	CE-RUBBISH	Rubbish	9700 NE 19TH ST, 82, 73141	CE-IPLTR	OPEN
CE-25-01298	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, 76, 73141	CE-IPLTR	OPEN
CE-25-01299	CE-ACCSTRC	Accessory Structures	9700 NE 19TH ST, 76, 73141	CE-IPLTR	OPEN
CE-25-01300	CE-TRASH	Trash & Debris	9700 NE 19TH ST, 76, 73141	CE-IPLTR	OPEN

CE-25-01301	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 77, 73141	CE-IPLTR	OPEN
CE-25-01302	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, 77, 73141	CE-IPLTR	OPEN
CE-25-01303	CE-TRASH	Trash & Debris	9700 NE 19TH ST, 77, 73141	CE-IPLTR	OPEN
CE-25-01305	CE-RUBBISH	Rubbish	9700 NE 19TH ST, 77, 73141	CE-IPLTR	OPEN
CE-25-01306	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, 75, 73141	CE-IPLTR	OPEN
CE-25-01307	CE-TRASH	Trash & Debris	9700 NE 19TH ST, 75, 73141	CE-IPLTR	OPEN
CE-25-01308	CE-INOPVEH	Inoperable Vehicle	9700 NE 19TH ST, 75, 73141	CE-IPLTR	OPEN
CE-25-01309	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, 74, 73141	CE-IPLTR	OPEN
CE-25-01310	CE-TRASH	Trash & Debris	9700 NE 19TH ST, 74, 73141	CE-IPLTR	OPEN
CE-25-01311	CE-WINDGLZ	Windows & Glazing	9700 NE 19TH ST, 74, 73141	CE-IPLTR	OPEN
CE-25-01313	CE-TRASH	Trash & Debris	9700 NE 19TH ST, 71, 73141	CE-IPLTR	OPEN
CE-25-01315	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, 72, 73141	CE-IPLTR	OPEN
CE-25-01318	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 70, 73141	CE-IPLTR	OPEN
CE-25-01319	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, 70, 73141	CE-IPLTR	OPEN
CE-25-01533	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01539	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01541	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01556	CE-TRASH	Trash & Debris	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01565	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01217	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01236	CE-GENLEXT	General Exterior	9700 NE 19th St.	CE-IPLTR	OPEN
CE-25-01243	CE-TRASH	Trash & Debris	9700 NE 19th St.	CE-IPLTR	OPEN
CE-25-01252	CE-WINDGLZ	Windows & Glazing	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01263	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01268	CE-TRASH	Trash & Debris	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01272	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01277	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01280	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01557	CE-TRASH	Trash & Debris	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01572	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01575	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01324	CE-STRPRCH	Stairways & Porches	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01325	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01327	CE-WINDGLZ	Windows & Glazing	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01331	CE-WINDGLZ	Windows & Glazing	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01340	CE-GENLEXT	General Exterior	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01344	CE-STRPRCH	Stairways & Porches	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01369	CE-TRASH	Trash & Debris	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01373	CE-GENLEXT	General Exterior	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01374	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01375	CE-TRASH	Trash & Debris	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01376	CE-TRASH	Trash & Debris	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01381	CE-ADDRNUM	Address Numbers	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01382	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01387	CE-GENLEXT	General Exterior	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01391	CE-STRPRCH	Stairways & Porches	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01407	CE-TRASH	Trash & Debris	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01429	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01432	CE-GENLEXT	General Exterior	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01435	CE-STRPRCH	Stairways & Porches	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01436	CE-GENLEXT	General Exterior	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01438	CE-WINDGLZ	Windows & Glazing	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01443	CE-ADDRNUM	Address Numbers	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01445	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01446	CE-GENLEXT	General Exterior	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01447	CE-GENLEXT	General Exterior	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01448	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01458	CE-RUBBISH	Rubbish	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01489	CE-TRASH	Trash & Debris	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01513	CE-TRASH	Trash & Debris	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01523	CE-ADDRNUM	Address Numbers	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01528	CE-TRASH	Trash & Debris	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01548	CE-TRASH	Trash & Debris	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01552	CE-ADDRNUM	Address Numbers	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01558	CE-GENLEXT	General Exterior	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN

CE-25-01564	CE-WINDGLZ	Windows & Glazing	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01567	CE-ROOFDRN	Roofs & Drainage	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01584	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, Midwest City, OK, 73141	CE-IPLTR	OPEN
CE-25-01210	CE-TRASH	Trash & Debris	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01214	CE-ACCSTRC	Accessory Structures	9700 NE 19TH ST, 73141	CE-IPLTR	OPEN
CE-25-01220	CE-EXPAINT	Exterior Paint	9700 NE 19TH ST, Midwest City, OK, 73141 Lot 5	CE-IPLTR	OPEN
CE-25-01235	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 73141 lot 7	CE-IPLTR	OPEN
CE-25-01406	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 73141 LOT 8	CE-IPLTR	OPEN
CE-25-01410	CE-STRPRCH	Stairways & Porches	9700 NE 19TH ST, 73141 LOT 8	CE-IPLTR	OPEN
CE-25-01413	CE-TRASH	Trash & Debris	9700 NE 19TH ST, 73141 LOT 8	CE-IPLTR	OPEN
CE-25-01416	CE-TRASH	Trash & Debris	9700 NE 19TH ST, 73141 LOT 9	CE-IPLTR	OPEN
CE-25-01501	CE-TRASH	Trash & Debris	9700 NE 19TH ST, 73141 LOT 10	CE-IPLTR	OPEN
CE-25-01503	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 73141 LOT 11	CE-IPLTR	OPEN
CE-25-01505	CE-STRPRCH	Stairways & Porches	9700 NE 19TH ST, 73141 LOT 11	CE-IPLTR	OPEN
CE-25-01507	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 73141 LOT 12	CE-IPLTR	OPEN
CE-25-01510	CE-WINDGLZ	Windows & Glazing	9700 NE 19TH ST, 73141 LOT 13	CE-IPLTR	OPEN
CE-25-01517	CE-TRASH	Trash & Debris	9700 NE 19TH ST, 73141 LOT 13	CE-IPLTR	OPEN
CE-25-01520	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 73141 LOT 14	CE-IPLTR	OPEN
CE-25-01525	CE-TRASH	Trash & Debris	9700 NE 19TH ST, 73141 LOT 14	CE-IPLTR	OPEN
CE-25-01527	CE-ADDRNUM	Address Numbers	9700 NE 19TH ST, 73141 LOT 14	CE-IPLTR	OPEN
CE-25-01531	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 73141 LOT 16	CE-IPLTR	OPEN
CE-25-01534	CE-RUBBISH	Rubbish	9700 NE 19TH ST, 73141 LOT 16	CE-IPLTR	OPEN
CE-25-01536	CE-TRASH	Trash & Debris	9700 NE 19TH ST, 73141 LOT 16	CE-IPLTR	OPEN
CE-25-01549	CE-GENLEXT	General Exterior	9700 NE 19TH ST, 73141 LOT 17	CE-IPLTR	OPEN
CE-25-01573	CE-ROOFDRN	Roofs & Drainage	9700 NE 19TH ST, 73141 LOT 17	CE-IPLTR	OPEN



NEW BUSINESS/
PUBLIC DISCUSSION





FURTHER INFORMATION





Human Resources
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1235

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: May 27, 2025

RE: Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager.

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of April 2025, which is the tenth (10) period of FY 2024/2025.

Troy Bradley, Human Resources Director

FISCAL YEAR 2024-2025	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
PLAN INCOME												
Projected Budgeted (MTD)	963,681	963,681	963,681	963,681	963,681	963,681	963,681	963,681	963,681	963,681	963,681	963,681
Actual (MTD)	1,438,404	897,547	910,732	1,029,474	983,958	906,254	898,970	902,636	950,624	876,782		
Projected Budgeted (YTD)	963,681	1,927,362	2,891,043	3,854,724	4,818,405	5,782,086	6,745,767	7,709,448	8,673,129	9,636,810	10,600,491	11,564,172
Actual (YTD)	1,438,404	2,335,951	3,246,683	4,276,157	5,260,115	6,166,369	7,065,339	7,967,975	8,918,599	9,795,381		
PLAN CLAIMS/ADMIN COSTS	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
Projected Budgeted (MTD)	1,066,931	853,545	1,066,931	853,545	853,545	1,066,931	853,545	853,545	1,066,931	853,545	853,545	1,066,931
Actual (MTD)	739,422	896,199	1,040,618	888,177	960,024	1,039,942	979,095	929,105	938,811	808,945		
Projected Budgeted (YTD)	1,066,931	1,920,476	2,987,407	3,840,952	4,694,497	5,761,428	6,614,973	7,468,518	8,535,449	9,388,994	10,242,539	11,309,470
Actual (YTD)	739,422	1,635,621	2,676,239	3,564,416	4,524,440	5,564,382	6,543,477	7,472,582	8,411,393	9,220,338		
EXCESS INCOME vs. EXPENDITURES	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
Projected Budgeted (MTD)	-103,250	110,136	-103,250	110,136	110,136	-103,250	110,136	110,136	-103,250	110,136	110,136	-103,250
Actual (MTD)	698,982	1,348	-129,886	141,297	23,934	-133,688	-80,125	-26,469	11,813	67,837	0	0
Projected Budgeted (YTD)	-103,250	6,886	-96,364	13,772	123,908	20,658	130,794	240,930	137,680	247,816	357,952	254,702
Actual (YTD)	698,982	700,330	570,444	711,741	735,675	601,987	521,862	495,393	507,206	575,043	0	0
FISCAL YEAR 2023-2024	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
PLAN INCOME												
Projected Budgeted (MTD)	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962
Actual (MTD)	842,448	830,192	859,381	837,643	1,121,966	605,683	925,894	819,806	872,511	868,550	872,489	864,639
Projected Budgeted (YTD)	908,962	1,817,924	2,726,886	3,635,848	4,544,810	5,453,772	6,362,734	7,271,696	8,180,658	9,089,620	9,998,582	10,907,544
Actual (YTD)	842,448	1,672,640	2,532,021	3,369,664	4,491,630	5,097,313	6,023,207	6,843,013	7,715,524	8,584,074	9,456,563	10,321,202
PLAN CLAIMS/ADMIN COSTS	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Projected Budgeted (MTD)	1,006,148	804,918	804,918	1,006,148	804,918	804,918	1,006,148	804,918	804,918	1,006,148	804,918	804,918
Actual (MTD)	955,777	772,922	874,065	858,857	1,012,243	778,430	1,122,190	803,629	753,491	849,456	802,326	961,942
Projected Budgeted (YTD)	1,006,148	1,811,066	2,615,984	3,622,132	4,427,050	5,231,968	6,238,116	7,043,034	7,847,952	8,854,100	9,659,018	10,463,936
Actual (YTD)	955,777	1,728,699	2,602,764	3,461,621	4,473,864	5,252,294	6,374,484	7,178,113	7,931,604	8,781,060	9,583,386	10,545,328
EXCESS INCOME vs. EXPENDITURES	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Projected Budgeted (MTD)	-97,186	104,044	104,044	-97,186	104,044	104,044	-97,186	104,044	104,044	-97,186	104,044	104,044
Actual (MTD)	-113,329	57,270	-14,684	-21,214	109,723	-172,747	-196,296	16,177	119,020	19,094	70,163	-97,303
Projected Budgeted (YTD)	-97,186	6,858	110,902	13,716	117,760	221,804	124,618	228,662	332,706	235,520	339,564	443,608
Actual (YTD)	-113,329	-56,059	-70,743	-91,957	17,766	-154,981	-351,277	-335,100	-216,080	-196,986	-126,823	-224,126

April 10/FY 2025: \$2,916,156

April 10/FY 2024: \$2,368,255

April 10/FY 2023: \$2,561,329

April 10/FY 2022: \$2,461,632

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

*** July 2024 includes a 500,000 transfer in from other funds***

MINUTES OF MIDWEST CITY BOARD OF ADJUSTMENT MEETING
March 18, 2025 – 5:00 P.M.

This meeting of the Midwest City Board of Adjustment was held in the City Court, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on March 18, 2025. The following members were present:

Present: Tammy Cook, Acting Chair
 Frank Young
 Charles McDade

Absent: Cy Valanejad
 Jess Huskey

Staff present: Matt Summers – Community Development Director
 Cameron Veal – Planner I
 Julie Shannon – Planner III
 Emily Richey – Planning Manager
 Don Maisch – City Attorney

The meeting was called to order by Huskey at 5:00 P.M.

A. MINUTES:

A motion was made by Young, seconded by McDade, to approve the minutes of the meeting of January 16, 2024, as presented.

Voting aye: Young, McDade, & Cook
Nay: None.
Motion carried.

B. NEW MATTERS:

1. (BA-419) Public hearing, discussion, consideration, and possible action of any possible amendment of an application for a Variance to the Midwest City Zoning Ordinance, Section 3.2. – Area and Standards for Residential Districts – concerning the requirement of a 7-foot minimum side setback when adjacent to a lot. for the property described as a part of the Northeast Quarter (NE/4) of Section Eight (8), Township Eleven (11) North, Range One (1) West, Indian Meridian, being a part of Lot Six (6) in Block One (1) in OAKWOOD EAST, addressed as 11631 Kelly Circle, Midwest City, Oklahoma County, Oklahoma.

Cameron Veal, Planner I, presented the staff report to the Board.

The applicant was not present. The City Attorney clarified that it must be a unanimous vote in order to be approved. Board member Young felt that it was an unnecessary hardship for the applicant and there was no harm to the public good. There was general discussion about the application amongst the Board.

A motion was made by McDade, seconded by Young, to approve the variance to reduce the minimum side setback to five (5) feet, and to reduce the minimum garage size to a one (1) car garage.

Voting aye: Young, McDade, Cook.
Voting nay: None.
Motion carried.

2. (BA-420) Public hearing, discussion, consideration, and possible action of any possible amendment of an application for a variance to the Midwest City Zoning Regulations, Section 5.3.2(F) – Minimum Parking Standards for Retail, Office, Manufacturing and Industrial, and Warehousing – concerning the requirement of one (1) parking space per 150 feet of Gross Leasable Area (GLA) for the property described as lot Six (6) in Block One (1) in FRANK SMITH'S SUBDIVISION, being part of the Northeast Quarter (NE/4) of Section Nine (9), Township Eleven North (11N), Range Two West (2W) of the Indian Meridian, Oklahoma County, being addressed as 2121 S Air Depot Road, Midwest City, Oklahoma.

Cameron Veal presented the staff report to the Board.

The applicant, Mei Wei Zhang, business owner, was present but due to a language barrier, his representative, Nicolas Lee addressed the Board members.

The building owner Tim Kirk was also present to discuss the parking situation.

The City Attorney began discussion by asking about hours of operation and clarifying that the businesses proposed to share parking would also have overlapping hours of operation and that does not work. The code requires 15 parking spaces. The building owner explained that the building was built prior to current parking regulations and there was not much to be done about it other than share parking with neighboring businesses. The business owner's representative said there would only be about 20 members, and they would not likely be there all at the same time.

The board had concerns about future business owners and use changes also changing the demand for parking spaces. They wanted to see shared parking documents for all involved.

The City Attorney said he needed to review all of the parking agreements and the lease

agreement between the property owner and the business owner.

A motion was made by McDade, seconded by Young, to table the item until relevant documents showing parking agreements in writing could be made available to staff. Said documents should be provided a week prior to the April meeting in order to be made available to board members.

Voting aye: Young, McDade, Cook.

Voting nay: None.

Motion carried.

C. BOARD DISCUSSION: None

D. PUBLIC DISCUSSION: None.

E. ADJOURN:

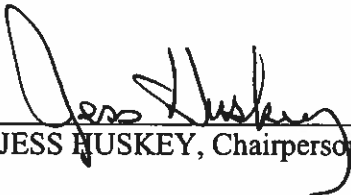
A motion was made by Young, seconded by McDade, to adjourn the meeting.

Voting aye: Young, McDade, Cook.

Nay: None.

Motion carried.

The meeting adjourned at 5:30 P.M.


JESS HUSKEY, Chairperson

(CV)

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

DATE April 1, 2025 - 5:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the City Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on April 1, 2025 at 5:00 p.m., with the following members present:

Commissioners present: Russell Smith
 Jess Huskey
 Dean Hinton
 Dee Collins
 Rick Dawkins

Commissioners absent: Jim Smith
 Rick Rice

Staff present: Matthew Summers, Planning and Zoning Director
 Julie Shannon, Planner III
 Patrick Menefee, City Engineer
 Don Maisch, City Attorney

A. CALL TO ORDER

The meeting was called to order by Chairperson R. Smith at 5:00 p.m.

B. MINUTES

1. A motion was made by Huskey seconded by Dawkins, to approve the minutes of the March 4, 2025, Planning Commission meeting as presented.

Voting aye: R. Smith, Huskey, Hinton, Collins, and Dawkins.

Nay: none.

Motion carried.

C. NEW MATTERS

1. (PC-2211) Public hearing, discussion, consideration, and possible action to consider approval of the Preliminary Plat of Element Office Park for the property described as a part of the Southeast Quarter (SE/4) of Section Six (6), Township Eleven (11) North, Range One (1) West of the Indian Meridian in Oklahoma County, Oklahoma located at 10505 SE 15th Street, Midwest City, Oklahoma.

Matt Summers, Community Development Director, presented the staff report. There was general discussion amongst the Commission. Parking, ingress, detention and green space were discussed. The applicant's representative, Mark Grubbs, of Grubbs Engineering was present to address the Commission's concerns and answer questions about ownership and future platting.

A motion was made by Huskey, seconded by Dawkins to recommend approval of this item.

Voting aye R. Smith, Huskey, Hinton, Collins and Dawkins.

Nay: None.

Motion Carried.

2. (PC-2212) 2. Public hearing, discussion, consideration, and possible action to consider approval of the Preliminary Plat of Element for the property described as A tract or parcel located in the Northeast Quarter (NE/4) of Section Seven (7), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma.

Matt Summers presented the staff report. There was general discussion amongst the Commission. Mark Grubbs, representative for the applicant explained that they had already addressed sewer issues raised in the staff report. Developer, Joel Bryant, confirmed that the duplexes that will be on one lot under single ownership.

A motion was made by Dawkins, seconded by Huskey to recommend approval of this item.

Voting aye R. Smith, Huskey, Hinton, Collins, and Dawkins.

Nay: None.

Motion Carried.

3. Discussion, consideration, and possible recommendations on future land use policy for the Comprehensive Plan update for Midwest City.

Director Summers, presented three future land use scenarios for the Comprehensive Plan Update. First was following current trends, a second showed pockets of medium density integrated into existing residential zoning and a third one showed nodes of mixed use spread out in a grid pattern.

Commissioners discussed the current Comprehensive Plan and if we had developed as suggested. Many current developments were not predicted. They were asked to write out their thoughts on the handout of the power point and return the information to staff. Developer Joel Bryant asked why the development patterns suggested did not follow the sewer plan by Freese and Nichols. He talked about development following the market and that could only be done if infrastructure could support development. The land use scenarios will be presented for public feedback at an Earth Day festival booth on April 26, 2025.

D. COMMISSION DISCUSSION: None

E. PUBLIC DISCUSSION: None

F. FURTHER INFORMATION: None

G. ADJOURNMENT: A motion to adjourn was made by Huskey, Seconded by Dawkins.

Voting aye: R. Smith, Huskey, Hinton, Collins, and R. Dawkins.

Nay: None.

Motion Carried.

The meeting adjourned at 5:45 p.m.



Chairman Russell Smith

(js)

vice chair, Jess Huskey



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director/ City Treasurer

DATE: May 27, 2025

SUBJECT: Review of the City Manager's Report for the month of April 2025.

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

General Government Sales Tax (9) decreased because of the following activities:

Street department equipment payment	<\$191,008>
IT department computer license payment	<\$112,523>

Urban Renewal (201) increased due to the following activities:

budgeted transfer from Fund 425 increased fund balance	\$9,248,155
payment for Sunrise project decreased fund balance	<\$6,927,300>

Capital Imp Rev Bond (250) decreased because of the payment for:

2019 bonds interest	<\$526,513>
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Economic Dev Authority (353) decreased due to the payment to:

4M Trenching LLC	<\$398,730>
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MWC Hospital Authority (425) activities for April:

Compounded Principal (9010) - unrealized loss on investment	< \$192,221>
Discretionary (9050) - unrealized loss on investment	<\$101,702>
- payment to Chicago Title OK Co.	<\$2,583,188>
- transfer to Urban Renewal (201)	<\$9,248,155>

Tiatia Cromar

Tiatia Cromar
Finance Director/ City Treasurer

City of Midwest City
Financial Summary by Fund
for Period Ending April, 2025

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2024 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	10,524,157	(21,448)	10,602,218	2,917,695	(3,017,204)	(99,509)	10,502,709
10	GENERAL	15,148,278	(151,522)	14,564,397	37,736,390	(37,304,031)	432,359	14,996,756
13	STREET AND ALLEY FUND	2,052,199	-	1,905,991	513,246	(367,038)	146,208	2,052,199
14	TECHNOLOGY FUND	800,192	-	702,378	240,356	(142,542)	97,814	800,192
15	STREET LIGHT FEE	812,700	-	926,093	521,498	(634,891)	(113,393)	812,700
16	REIMBURSED PROJECTS	841,371	(1,600)	1,830,255	556,976	(1,547,460)	(990,485)	839,770
20	MWC POLICE DEPARTMENT	16,409,100	(4,092)	15,755,687	16,676,804	(16,027,482)	649,322	16,405,009
21	POLICE CAPITALIZATION	2,394,975	(13,475)	2,042,168	1,798,388	(1,459,057)	339,331	2,381,499
25	JUVENILE FUND	123,165	-	107,039	51,624	(35,498)	16,126	123,165
30	POLICE STATE SEIZURES	86,283	-	122,201	16,700	(52,619)	(35,918)	86,283
31	SPECIAL POLICE PROJECTS	93,730	-	79,275	19,503	(5,048)	14,455	93,730
35	EMPLOYEE ACTIVITY FUND	17,437	-	11,482	22,986	(17,031)	5,955	17,437
36	JAIL	311,457	-	239,506	103,777	(31,827)	71,950	311,457
37	POLICE IMPOUND FEE	153,351	-	142,752	34,583	(23,983)	10,599	153,351
40	MWC FIRE DEPARTMENT	10,716,744	(4)	10,248,563	12,686,678	(12,218,501)	468,178	10,716,740
41	FIRE CAPITALIZATION	3,162,133	-	2,805,222	687,209	(330,298)	356,911	3,162,133
45	MWC WELCOME CENTER	651,473	-	610,847	193,162	(152,536)	40,626	651,473
46	CONV / VISITORS BUREAU	880,646	-	727,189	349,578	(196,121)	153,457	880,646
60	CAPITAL DRAINAGE IMP	280,675	-	458,571	406,784	(584,680)	(177,896)	280,675
61	STORM WATER QUALITY	1,618,497	-	1,664,376	777,738	(823,617)	(45,879)	1,618,497
65	STREET TAX FUND	2,598,624	-	2,497,454	554,283	(453,112)	101,171	2,598,624
70	EMERGENCY OPER FUND	1,865,489	-	1,632,454	888,552	(655,518)	233,034	1,865,489
75	PUBLIC WORKS ADMIN	1,211,184	-	1,178,989	1,223,249	(1,191,054)	32,194	1,211,184
80	INTERSERVICE FUND	663,185	-	499,625	2,991,116	(2,827,557)	163,560	663,185
81	SURPLUS PROPERTY	819,660	(614,294)	173,682	63,809	(32,125)	31,684	205,366
115	ACTIVITY FUND	476,910	(7,193)	533,225	190,067	(253,575)	(63,508)	469,717
123	PARK & RECREATION	3,440,216	(12,764)	2,355,834	1,517,269	(445,650)	1,071,618	3,427,452
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	519,813	(519,813)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	287,914	-	173,118	181,566	(66,770)	114,796	287,914
143	GRANT FUNDS	101,272	(41,272)	67,094	2,155,452	(2,162,547)	(7,094)	60,000
157	CAPITAL IMPROVEMENTS	9,051,323	(192,594)	5,911,177	4,344,654	(1,397,103)	2,947,552	8,858,729
172	CAP. WATER IMP-WALKER	1,654,093	-	2,826,592	628,753	(1,801,252)	(1,172,498)	1,654,093
178	CONST LOAN PAYMENT REV	6,109,275	-	5,028,768	1,274,983	(194,476)	1,080,507	6,109,275
184	SEWER BACKUP FUND	149,788	-	78,534	71,744	(490)	71,254	149,788
186	SEWER CONSTRUCTION	4,657,011	-	3,068,800	1,643,351	(55,139)	1,588,212	4,657,011

City of Midwest City
Financial Summary by Fund
for Period Ending April, 2025
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2024 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
187	UTILITY SERVICES	1,496,494	(924)	1,170,665	1,291,681	(966,776)	324,905	1,495,570
188	CAP. SEWER IMP.-STROTH	2,570,131	-	2,160,141	804,161	(394,171)	409,990	2,570,131
189	UTILITIES CAPITAL OUTLAY	3,372,018	(118,002)	2,988,498	265,519	-	265,519	3,254,016
190	MWC SANITATION DEPARTMENT	8,291,222	-	7,561,319	7,903,365	(7,173,462)	729,903	8,291,222
191	MWC WATER DEPARTMENT	9,741,976	(3,201,416)	5,002,695	9,822,088	(8,284,222)	1,537,865	6,540,560
192	MWC SEWER DEPARTMENT	7,373,013	(1,204)	6,036,177	8,823,501	(7,487,869)	1,335,632	7,371,809
193	MWC UTILITIES AUTHORITY	1,376,085	-	1,342,942	33,565	(422)	33,143	1,376,085
194	DOWNTOWN REDEVELOPMENT	379,608	(1,172)	505,281	12,729	(139,573)	(126,844)	378,436
197	JOHN CONRAD REGIONAL GOLF	1,539,186	(5,064)	1,219,818	1,585,661	(1,271,358)	314,304	1,534,122
201	URBAN RENEWAL AUTHORITY	2,522,658	-	163,889	9,300,463	(6,941,695)	2,358,769	2,522,658
202	RISK MANAGEMENT	1,451,255	(37)	1,572,367	1,375,592	(1,496,740)	(121,148)	1,451,218
204	WORKERS COMP	3,564,540	-	3,410,296	906,385	(752,142)	154,244	3,564,540
220	ANIMALS BEST FRIEND	113,870	(2,000)	129,659	88,163	(105,951)	(17,789)	111,870
225	HOTEL MOTEL FUND	-	-	-	579,402	(579,402)	-	-
230	CUSTOMER DEPOSITS	1,529,484	(1,529,484)	-	46,813	(46,813)	-	-
235	MUNICIPAL COURT	97,417	(97,417)	-	2,864	(2,864)	-	-
240	L & H BENEFITS	2,973,978	(49,797)	2,346,380	9,798,139	(9,220,339)	577,801	2,924,181
250	CAPITAL IMP REV BOND	1,380,940	(28,148,904)	(27,223,481)	9,934,696	(9,479,179)	455,517	(26,767,964)
269	2002 G.O. STREET BOND	-	-	47,057	1,305	(48,362)	(47,057)	-
270	2018 ELECTION G.O. BOND	2,086,946	(67,621)	5,405,521	209,557	(3,595,753)	(3,386,196)	2,019,325
271	2018 G.O. BONDS PROPRIETARY	314,423	-	309,618	11,957	(7,153)	4,804	314,423
272	2022 ISSUE G.O. BOND	901,795	-	1,034,513	28,339	(161,057)	(132,718)	901,795
310	DISASTER RELIEF	8,316,954	(231,590)	7,900,727	333,306	(148,670)	184,637	8,085,363
340	REVENUE BOND SINKING FUND	-	-	-	2,106,538	(2,106,538)	-	-
350	G. O. DEBT SERVICES	4,512,776	(14,576)	2,881,644	3,946,346	(2,329,789)	1,616,557	4,498,201
352	SOONER ROSE TIF	1,985,613	-	1,509,975	829,310	(353,673)	475,637	1,985,613
353	ECONOMIC DEV AUTHORITY	59,572,550	(50,297,783)	9,405,167	1,666,547	(1,796,947)	(130,400)	9,274,767
354	NORTHSIDE TIF	285,362	(267,076)	9,651	8,635	-	8,635	18,286
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	109,346,932	(4,140)	113,031,620	3,283,827	(6,972,650)	(3,688,823)	109,342,796
425-9050	MWC HOSP AUTH-DISCRETIONARY	19,958,212	(1,093)	29,569,417	3,213,357	(12,825,656)	(9,612,299)	19,957,118
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	11,436,090	(37,566)	10,652,130	1,022,663	(276,269)	746,395	11,398,524
425-9080	MWC HOSP AUTH GRANTS	592,939	-	180,068	566,426	(153,555)	412,871	592,939
425-9090	MWC HOSP AUTH OPIOID SETTLEMENT	1,256,756	(4,311)	-	1,252,487	(42)	1,252,445	1,252,445
	TOTAL	370,511,756	(85,141,432)	281,901,336	175,615,722	(172,146,732)	3,468,990	285,370,326



MUNICIPAL AUTHORITY
AGENDA





CONSENT AGENDA





MUNICIPAL AUTHORITY AGENDA

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

May 27, 2025 – 6:01 PM

Presiding members: Chairman Matthew Dukes

Trustee Susan Eads

Trustee Pat Byrne

Trustee Rita Maxwell

Trustee Marc Thompson

Trustee Sara Bana

Trustee Rick Favors

City Staff:

General Manager Tim Lyon

Secretary Sara Hancock

Authority Attorney Don Maisch

A. **CALL TO ORDER.**

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

1. Discussion, consideration and possible action to approve the April 22, 2025 minutes. (Secretary - S. Hancock)
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2024-2025, increase: Stormwater Quality Fund, expenditures/Stormwater (61) \$5,660. Cap. Sewer Imp. – Stroth Fund, expenditures/Sewer Improvements (44) \$57,792. (Finance - T. Cromar)
3. Discussion, consideration, and possible action of declaring the following equipment from the Water Resource Recovery Facility, a 1999 Terra Gator, Serial # 2505669, and a 1986 Case Front End Loader 20C, Serial # 9161802, as surplus and authorizing disposal by sealed bid, public auction, or other means as necessary. (Public Works - R. Paul Streets)

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

D. **ADJOURNMENT.**

Notice for the Midwest City Municipal Authority meeting 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 Municipal Authority Minutes

April 22, 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.

Chairman Matt Dukes called the meeting to order at 7:52 PM with the following member present:

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

CONSENT AGENDA.

Favors made a motion to approve the consent agenda, seconded by Eads. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

1. Discussion, consideration and possible action to approve the February 25, 2025 minutes.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2024-2025, increase: MWC Sanitation Department Fund, revenues/Transfers In (41) \$80,000; expenditures/Sanitation Department (41) \$80,000. MWC Sanitation Department Fund, expenditures/Sanitation Department (41) \$291,245. MWC Sewer Department Fund, revenues/Transfers In (43) \$107,500; expenditures/Sewer Department (43) \$107,500. MWC Sewer Department Fund, expenditures/Sewer Department (43) \$111,345. MWC Sanitation Department Fund, revenues/Transfers In (41) \$509,496; expenditures/Sanitation Department (41) \$509,496. MWC Water Department Fund, revenues/Transfers In (00) \$175,279; expenditures/Water Department (42) \$175,279. Storm Water Quality Fund, revenues/Transfers In (00) \$107,797; expenditures/Storm Water (61) \$107,797. Capital Drainage Imp. Fund, (01) revenues/Transfers In (00) \$250,943; expenditures/Drainage Improvements (72) \$250,943.

DISCUSSION ITEMS.

1. **Discussion, consideration, and possible action of awarding the bid to and approving a contract with Brewer Construction LLC for \$454,725.00 and 90 Calendar Days for the N.E. 23rd Street Waterline Extension Project and authorizing the General Manager to execute the contract.**

Favors made a motion to approve, seconded by Eads. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

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

FURTHER INFORMATION.

1. Review of the monthly report on the current financial condition of the Delta Hotel and Reed Center for the period ending February 28, 2025.
2. Review of the monthly report on the current financial condition of the Delta Hotel and Reed Center for the period ending March 31, 2025.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:54 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SARA HANCOCK, Secretary



Finance Department

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

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: May 27, 2025

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2024-2025, increase: Stormwater Quality Fund, expenditures/Stormwater (61) \$5,660. Cap. Sewer Imp. – Stroth Fund, expenditures/Sewer Improvements (44) \$57,792.

The first supplement is needed to budget the purchase of a replacement HVAC unit. The second supplement is needed for additional costs to complete the Edgewood Lift Station Upgrade project.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

May 27, 2025

Fund STORMWATER QUALITY (061)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
61	Stormwater Quality			5,660	
		<u>0</u>	<u>0</u>	<u>5,660</u>	<u>0</u>
Explanation: To budget the replacement of a HVAC unit. Funding to come from fund balance.					

Fund CAP. SEWER IMP. - STROTH (188)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
44	Sewer Improvements			57,792	
		<u>0</u>	<u>0</u>	<u>57,792</u>	<u>0</u>
Explanation: To budget the additional costs to complete the Edgewood Lift Station Upgrade project. Funding to come from fund balance.					



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 Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: May 27, 2025

Subject: Discussion, consideration, and possible action of declaring the following equipment from the Water Resource Recovery Facility, a 1999 Terra Gator, Serial # 2505669, and a 1986 Case Front End Loader 20C, Serial # 9161802, as surplus and authorizing disposal by sealed bid, public auction, or by other means as necessary.

The Water Resource Recovery Facility has two pieces of equipment described below that have been replaced, removed from service, and/or have no other operational value or application. The Fleet Department has determined that the value of Units 43-08-10 and 43-08-05 are less than \$10,000. As such, we recommend declaring these items surplus property and authorizing disposal by sealed bid, public auction, or other means, as necessary.

- Unit #43-08-10, a 1999 Terra Gator, Serial # 2505669
- Unit #43-02-01, a 1986 Case Front End Loader 20C, Serial # 9161802

Action is at the discretion of the Municipal Authority.

Respectfully,

R. Paul Streets
Public Works Director



NEW BUSINESS/
PUBLIC DISCUSSION





HOSPITAL AUTHORITY AGENDA





CONSENT AGENDA





MEMORIAL HOSPITAL AUTHORITY AGENDA

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

May 27, 2025 – 6:02 PM

Presiding members: Chairman Matthew Dukes

Trustee Susan Eads

Trustee Pat Byrne

Trustee Rita Maxwell

Trustee Marc Thompson

Trustee Sara Bana

Trustee Rick Favors

City Staff:

General Manager Tim Lyon

Secretary Sara Hancock

Authority Attorney Don Maisch

A. **CALL TO ORDER.**

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

1. Discussion, consideration and possible action to approve the April 22, 2025 minutes. (Secretary - S. Hancock)
2. Discussion, consideration, and possible action of appointing Gina Johnson as the Ward 5 representative on the Midwest City Memorial Hospital Authority Trust Board of Grantors for a four-year term ending on May 27, 2029. (City Manager - T. Lyon)

C. **DISCUSSION ITEMS.**

1. 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)

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

E. **ADJOURNMENT.**

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

Midwest City Memorial Hospital Authority Minutes

April 22, 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 7:54 PM with following members present:

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

CONSENT AGENDA. Eads made a motion to approve the consent agenda, seconded by Byrne. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

1. Discussion, consideration and possible action to approve the March 25, 2025 meeting minutes.
2. Discussion, consideration, and possible action to approve Amendment 2 to the professional services agreement with Tunnell, Spangler & Associates, Inc. dba TSW in an amount not to exceed \$312,500 for design, construction documents, bidding and construction administration for Plaza 62.
3. Discussion, consideration, and possible action of approving an agreement with Sooner RE Co., LLC, to provide professional brokerage services for the sale of ± 15.03 acres lying between 8820 – 8920 SE 29th Street (a/k/a lying in the NE/4, NE/4; Sec. 14, T11N, R02W, I.M, Oklahoma County).

DISCUSSION ITEMS.

1. **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.

2. **Discussion, consideration, and possible action of approving a one-time transfer of funds for FY 2024-25, from the Midwest City Memorial Hospital Authority in the amount of \$9,248,155.00 to the Midwest City Urban Renewal Authority for the purpose of the Urban Renewal Project “Sunrise”.**

Maisch and Cromar addressed the Trustees. After Staff and Trustee discussion, Eads made a motion to approve the transfer, seconded by Byrne. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

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

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:10 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SARA HANCOCK, Secretary



Midwest City Memorial Hospital Authority
100 North Midwest Boulevard Midwest City, OK 73110
Office (405) 739-1207
tlyon@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

To: Midwest City Memorial Hospital Authority Trustees

From: Tim Lyon, General Manager/Administrator

Date: May 27, 2025


Subject: Discussion, consideration, and possible action of appointing Gina Johnson as the Ward 5 representative on the Midwest City Memorial Hospital Authority Trust Board of Grantors for a four-year term ending on May 27, 2029.

Sara Bana would like to appoint Gina Johnson as her representative on the Board of Grantors for a four-year term to end on May 27, 2029.

As you may recall, per the Hospital Authority Trust Indenture, Grantors are nominated by the City Council members with two by the Chamber and the City Council appoints them by majority vote. The Grantors meet on call and serve 4-year terms with a limit of 2 terms (terms are consider two-years or more).

The current Grantors include:

Appointee	Name	Term Expires
Chamber	Stacy Willard	04/28/26
Chamber	Bill Croak	04/23/28
Ward 1	Chris Cooney	06/10/28
Ward 2	Zac Watts	04/28/26
Ward 3	Vacant	
Ward 4	Kelly Albright	04/28/26
Ward 5	Vacant	
Ward 6	Wade Moore	04/28/26
Mayor	Amber Moody	05/11/28


Tim L. Lyon, City Manager

Gina Johnson Bio

Hello, my name is Gina Johnson and I am a lifelong resident of MWC. I am married to the love of my life Larry and have been for over 40 years. I am a retiree from G.M and after that ran the Tunnel wash at 8750 NE 23rd for 10 years. I left there and now work for the State of Oklahoma in Appeals at OESC. While I was at the carwash we ran fundraisers for many organizations and schools.

I am the proud mom of one daughter and prouder grandmother of one granddaughter who goes to CAMS and is on the cheer team and track team.

I would love to be on this committee and help MWC be the best it can be!



DISCUSSION ITEMS





Memorial Hospital Authority

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

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: May 27, 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





ECONOMIC DEVELOPMENT
AUTHORITY AGENDA





CONSENT AGENDA





SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA

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

May 27, 2025 – 6:03 AM

Presiding members: Chairman Matthew Dukes

Trustee Susan Eads

Trustee Pat Byrne

Trustee Rita Maxwell

Trustee Marc Thompson

Trustee Sara Bana

Trustee Rick Favors

City Staff:

General Manager Tim Lyon

Secretary Sara Hancock

Authority Attorney Don Maisch

A. **CALL TO ORDER.**

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

1. Discussion, consideration and possible action to approve the April 22, 2025 minutes. (Secretary - S. Hancock)
2. Discussion, consideration and possible action of approving the management representation letter to Grant Thornton LLP and accepting the draft final report for Sooner Town Center, LLC for calendar years ending December 31, 2024 and 2023. (Finance - T. Cromar)

- C. **PUBLIC DISCUSSION.** The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

D. **ADJOURNMENT.**

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

Midwest City Economic Development Authority Minutes

April 22, 2025

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

Chairman Matt Dukes called the meeting to order at 8:10 PM with following members present:

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

CONSENT AGENDA. Favors made a motion to approve the consent agenda, seconded by Eads. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: None. Motion Carried.

1. Discussion, consideration, and possible action to approve the March 25, 2025 meeting minutes.
2. Review of the Midwest City Chamber of Commerce's Quarterly Activities for the 2025 first quarter period ending March 31, 2025.
3. Discussion, consideration and possible action to declare a Selco vertical cardboard baler and a Marathon Equipment RamJet 225 Trash Compactor located at 6909 E Reno AV as surplus and authorizing disposal by public auction, sealed bid or other means as necessary.

DISCUSSION ITEMS.

1. **Discussion, consideration, and possible action of awarding the bid to and approving a contract with Brewer Construction LLC for \$454,725.00 and 90 Calendar Days for the N.E. 23rd Street Waterline Extension Project and authorizing the General Manager to execute the contract.**

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

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:11 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SARA HANCOCK, Secretary



Finance Director
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1245

MEMORANDUM

TO: Economic Development Authority Chairman and Trustees

FROM: Tiatia Cromar, Finance Director

DATE: May 27, 2025

SUBJECT: Discussion, consideration and possible action of approving the management representation letter to Grant Thornton LLP and accepting the draft final report for Sooner Town Center, LLC for calendar years ending December 31, 2024 and 2023.

Attached for your review and approval is the management representation letter and financial statements for the entity leasing property associated with Sooner Town Center, LLC.

Tiatia Cromar
Finance Director



May 27, 2025

Grant Thornton LLP
1415 Vantage Park Dr.
Suite 500
Charlotte, NC 28203

We are providing this letter in connection with your audits of the consolidated financial statements of Sooner Town Center, LLC and subsidiaries (collectively, the "Entity"), which comprise the consolidated balance sheets as of December 31, 2024 and December 31, 2023 and the related consolidated statements of operations, changes in members' deficit, and cash flows for the years then ended, and the related notes to the consolidated financial statements. We understand that your audits were made for the purpose of expressing an opinion as to whether the consolidated financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America ("US GAAP") and whether the supplementary information is fairly presented, in all material respects, in relation to the consolidated financial statements as a whole.

We have fulfilled our responsibility, as set out in the terms of the Engagement Letter, for the preparation and fair presentation of the consolidated financial statements in accordance with US GAAP. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud, including programs and controls to prevent and detect fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered to be material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of the surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves, as of May 27, 2025, the following representations made to you during your audits.

1. We have disclosed to you the results of our assessment of the risk that the consolidated financial statements may be materially misstated as a result of fraud. We have no knowledge of fraud or suspected fraud affecting the Entity involving:
 - a. Management
 - b. Employees who have significant roles in internal control, or
 - c. Others where the fraud could have a material effect on the consolidated financial statements.
2. We have no knowledge of any allegations of fraud or suspected fraud affecting the Entity's consolidated financial statements received in communications from employees, former employees, analysts, regulators, short sellers, or others.
3. There are no known violations or possible violations of, or no known instances of noncompliance or suspected noncompliance with, laws and regulations whose effects should be considered by management when preparing the consolidated financial statements, as a basis for recording a loss contingency or for disclosure.
4. The Entity has complied with all aspects of contractual agreements that would have a material effect on the consolidated financial statements in the event of a noncompliance.

5. The Entity has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
6. We have disclosed to you the identity of all the Entity's related parties and all related party relationships and transactions of which we are aware. Related party relationships and transactions and related amounts receivable from or payable to related parties (including sales, purchases, loans, transfers, leasing arrangements, and guarantees) have been properly accounted for and disclosed in the consolidated financial statements in accordance with US GAAP.

We understand that "related parties" include (1) affiliates of the Entity; (2) entities for which investments in their equity securities would be required to be accounted for by the equity method by the investing entity; (3) trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management; (4) principal owners of the Entity and members of their immediate families; and (5) management of the Entity and members of their immediate families.

Related parties also include (1) other parties with which the Entity may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests; and (2) other parties that can significantly influence the management or operating policies of the transacting parties or that have an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

7. We have no knowledge of any business relationships, financial relationships, or other relationships that the Entity or its downstream affiliates (subsidiaries or investees) has with New Mountain Capital or its affiliates. We also acknowledge our responsibility for communicating to you all relationships, including business relationships, financial relationships, or other relationships, that the Entity or its downstream affiliates (subsidiaries or investees) are considering with New Mountain Capital or its affiliates. We have not identified any such relationships.

We understand that "business relationships" include (1) teaming arrangements, (2) alliances, (3) joint investments or joint ventures, and (4) vendor in the ordinary course arrangements. We also understand that "financial relationships" include (1) direct financial investments, (2) material, indirect financial investments, and (3) lending relationships.

8. We have no knowledge of any participation in, investment in, purchase of, or ownership of the debt of Grant Thornton Advisors LLC by the Entity or its downstream affiliates (subsidiaries or investees). We have informed the appropriate individuals that make investment decisions for the Entity and its downstream affiliates (subsidiaries or investees), including any investment committee and third-party investment advisors, if applicable, that participating in, investing in, purchasing, or owning the debt of Grant Thornton Advisors LLC may impair your independence. We also acknowledge that, if it comes to our attention that the Entity or its downstream affiliates (subsidiaries or investees) are considering participating in, investing in, purchasing, or otherwise owning the debt of Grant Thornton Advisors LLC, we will bring such matters to your attention immediately for further discussion and evaluation.
9. We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments whose effects should be considered by management when preparing the consolidated financial statements and that should be accounted for and disclosed in accordance with US GAAP (ASC 450, *Contingencies*), and we have not consulted legal counsel concerning such litigation, claims, or assessments.
10. The calculation of participation rent for the year ended December 31, 2024, as determined in the supplementary information including net operating income, debt service, net cash flow, and subtenant rents is prepared in accordance with the terms as defined in the Midwest City Downtown Redevelopment General Ground Lease (Agreement). We have reviewed the supplementary information and believe the information presented is consistent with and accurately reflects the provision contained in the Agreement.
11. Based on the Promissory Note Agreement with the City, the Entity is able to factor in a cash reserve to the Net Operating Income section of the Participation Rent Expense calculation. Per the agreement, both parties must agree to any cash reserve amounts. The Entity did not reserve a cash balance in 2024 or 2023 related to the Participation Rent Expense calculation.



100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1245

12. The information included in the Leases footnote to the consolidated financial statements, which describes the participation rent calculation, is consistent with our understanding of the Agreement.
13. Participation rent expense incurred totaled \$671,300 for the year ended December 31, 2024 and is properly recorded in the consolidated statement of operations.
14. On June 25, 2024, the Entity entered into an Ancillary Agreement (Ancillary Agreement) with the City. The Ancillary Agreement allows for cash transfers to Sooner Town Center II, LLC (STC II) from the Entity to cover any of STC II's excess expenses over available cash required to maintain and operate the project. The agreement was effective May 1, 2024 and is in effect until December 31, 2025 unless extended by mutual agreement of all parties, in writing. Advances to STC II are payable to the Entity based on available cash flow or on demand. The Ancillary Agreement was necessitated by the fact that a large anchor space at STC II remains vacant, resulting in expected cash flow deficits for STC II. Per the Ancillary Agreement, the advances are deducted from the Entity's participation rent calculation. As of December 31, 2024, \$450,230 had been advanced from the Entity to STC II. This balance is included in advances to affiliate on the accompanying consolidated balance sheets.
15. All events subsequent to the date of the consolidated financial statements through the date of this letter and for which US GAAP requires recognition or disclosure have been recognized or disclosed.

SOONER TOWN CENTER, LLC

Robert C. Collett, Managing Member

John Cheek, Consultant to Collett as an agent for Sooner Town Center, LLC

Katherine Fox, Chief Financial Officer of Collett as an agent for Sooner Town Center, LLC

CITY OF MIDWEST CITY

Tim Lyon, City Manager

Consolidated Financial Statements and
Report of Independent Certified Public
Accountants

Sooner Town Center, LLC

December 31, 2024 and 2023

Contents

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GRANT THORNTON LLP

Address 1
Address 2
City, State Zip

D +1 000 000 0000
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INSERT OPINION HEADING PROVIDED BY AUDIT TEAM HERE

Audit Committees and Management
ABC Company and XYZ Fund

Heading 1 (apply this style only if this level is presented in original file (GEL Template))

[Content]

Subheading 1

[Content]

Subheading 2 (apply only when italicized subheading appears immediately after bolded subheading in original file (GEL template))

Subheading 3

[Content]

Subheading 3

[Content]

- -
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GRANT THORNTON LLP (signed manually)

City, State

Month XX, 2025

Sooner Town Center, LLC

CONSOLIDATED BALANCE SHEETS

December 31,

	2024	2023
ASSETS		
Real property, at cost		
Buildings and building improvements	\$ 33,440,894	\$ 33,228,394
Land improvements and signage	13,217,019	13,217,019
Total real property, at cost	46,657,913	46,445,413
Less: accumulated depreciation	(27,483,331)	(26,451,082)
Real property, net	19,174,582	19,994,331
Other assets		
Cash	324,605	619,454
Restricted cash	4,552,678	4,424,583
Accounts receivable, net	214,900	300,008
Advances to affiliate	450,230	-
Security deposit trust account	54,179	54,179
Deferred rent receivable	516,146	511,551
Deferred charges and other assets, net	1,038,578	1,137,605
Right-of-use assets	13,134,846	13,237,216
Total assets	<u>\$ 39,460,744</u>	<u>\$ 40,278,927</u>
LIABILITIES AND MEMBERS' DEFICIT		
Liabilities		
Unearned rent	\$ 320,033	\$ 255,173
Notes payable (net of deferred loan costs of \$1,557,567 and \$1,625,395 at December 31, 2024 and 2023, respectively)	43,006,651	43,871,757
Note payable to members and affiliates	1,000	1,000
Accounts payable and accrued expenses	996,895	1,074,764
Security deposits	54,179	54,179
Lease liabilities	13,134,846	13,237,216
Total liabilities	57,513,604	58,494,089
Members' deficit	(18,052,860)	(18,215,162)
Total liabilities and members' deficit	<u>\$ 39,460,744</u>	<u>\$ 40,278,927</u>

The accompanying notes are an integral part of these consolidated financial statements.

Sooner Town Center, LLC

CONSOLIDATED STATEMENTS OF OPERATIONS

Years ended December 31,

	<u>2024</u>	<u>2023</u>
Rental revenues	\$ 7,947,683	\$ 7,917,185
Operating expenses		
Common area maintenance	623,074	587,677
Repairs and other operating expenses	70,466	44,884
Taxes and insurance	1,053,106	854,530
Administrative	185,299	141,341
Rent expense	1,486,301	1,662,237
Property management fees	299,727	292,744
Depreciation and amortization	<u>1,300,609</u>	<u>1,538,971</u>
Total operating expenses	5,018,582	5,122,384
Other income (expense)		
Interest income	178,502	159,246
Interest expense	<u>(2,204,219)</u>	<u>(2,231,174)</u>
NET INCOME	<u><u>\$ 903,384</u></u>	<u><u>\$ 722,873</u></u>

The accompanying notes are an integral part of these consolidated financial statements.

Sooner Town Center, LLC

CONSOLIDATED STATEMENTS OF CHANGES IN MEMBERS' DEFICIT

Years ended December 31, 2024 and 2023

Members' deficit, December 31, 2022	\$ (18,358,035)
Net income	722,873
Distributions	<u>(580,000)</u>
Members' deficit, December 31, 2023	(18,215,162)
Net income	903,384
Distributions	<u>(741,082)</u>
Members' deficit, December 31, 2024	<u>\$ (18,052,860)</u>

The accompanying notes are an integral part of these consolidated financial statements.

Sooner Town Center, LLC

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years ended December 31,

	<u>2024</u>	<u>2023</u>
Cash flows from operating activities:		
Net income	\$ 903,384	\$ 722,873
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	1,032,249	1,248,648
Amortization	268,360	290,323
Amortization of right-of-use assets	102,370	96,970
Deferred rent receivable	(23,811)	(89,049)
Changes in operating assets and liabilities:		
Accounts receivable, net	85,108	(70,690)
Deferred charges and other assets	(101,505)	(592,566)
Unearned rent	64,860	26,537
Accounts payable and accrued expenses	(58,653)	265,988
Lease liabilities	(102,370)	(96,970)
Net cash provided by operating activities	<u>2,169,992</u>	<u>1,802,064</u>
Cash flows from investing activities:		
Additions to buildings and improvements	(212,500)	(171,969)
Advances to affiliate	(450,230)	-
Net cash used in investing activities	<u>(662,730)</u>	<u>(171,969)</u>
Cash flows from financing activities:		
Repayments on notes payable	(1,025,000)	(995,000)
Proceeds from line of credit	277,032	341,450
Payments on line of credit	-	(35,683)
Payments on notes payable	(184,966)	(67,638)
Cash paid for deferred financing costs	-	(3,535)
Member distributions	(741,082)	(580,000)
Net cash used in financing activities	<u>(1,674,016)</u>	<u>(1,340,406)</u>
NET (DECREASE)/INCREASE IN CASH AND RESTRICTED CASH	<u>(166,754)</u>	<u>289,689</u>
Cash and restricted cash, beginning of year	<u>5,044,037</u>	<u>4,754,348</u>
Cash and restricted cash, end of year	<u><u>\$ 4,877,283</u></u>	<u><u>\$ 5,044,037</u></u>
Supplemental disclosures of cash flow information:		
Cash paid for interest	<u><u>\$ 2,218,139</u></u>	<u><u>\$ 2,242,425</u></u>

The accompanying notes are an integral part of these consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2024 and 2023

NOTE 1 - SUMMARY OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES***Organization***

Sooner Town Center, LLC (an Oklahoma limited liability company) (STC) (the Company) was organized in June 2002 for the purpose of acquiring, developing and leasing commercial properties in Oklahoma. STC develops and operates a retail center (the Project) located in Midwest City, Oklahoma (the City). The Project is defined by a Redevelopment Agreement between the City and STC as authorized by the Oklahoma Local Development Act. Under the terms of the agreement, the City leases the Project land to STC under two ground leases. The City is considered to be a related party for financial reporting purposes. STC is responsible for the design, construction, financing, leasing and management of the Project, all subject to City approval. Income and loss will be allocated to members in accordance with the operating agreement.

Cash

Cash includes cash and cash equivalents. The Company classifies highly liquid investments with original maturity dates of three months or less as cash equivalents.

Restricted Cash

The Company maintained restricted cash balances of \$4,552,678 and \$4,424,583 as of December 31, 2024 and 2023, respectively. The balance includes utility deposits of \$4,538 and \$1,032 as of December 31, 2024 and 2023, respectively. Additionally, the Company's debt agreement (described in Note 2) requires additional funds to be held in escrow.

Concentration of Credit Risk

The Company's operating property is located in Midwest City, Oklahoma. The Company's ability to generate future revenues is dependent upon the economic conditions within this area.

The Company's tenants engage in a wide variety of businesses. No tenants accounted for more than 10% of total base rental revenue for the year ended December 31, 2024. One tenant accounted for 10% of total base rental revenue for the year ended December 31, 2023. Five tenants comprised roughly 27%, 26%, 12%, 12% and 10% of accounts receivable, respectively, as of December 31, 2024. Four tenants comprised roughly 26%, 23%, 22% and 13% of accounts receivable, respectively, as of December 31, 2023.

The Company maintains its cash in a commercial bank. Substantially all of the Company's cash and cash equivalents are held in noninterest-bearing accounts. Regularly during the year, the Company maintained cash and cash equivalents in accounts in excess of the amount insured by the Federal Deposit Insurance Corporation. The Company's management regularly monitors the financial stability of these financial institutions.

Leases

In accordance with Accounting Standards Codification (ASC) 842, the Company recognizes a lease liability and Right-of-use (ROU) asset on the consolidated balance sheets for contracts that it determines are leases or contain a lease. The leases to which the Company is a lessee consist of ground leases for Project land. ROU assets represent the Company's right to use an underlying asset for the lease term, and lease liabilities represent the Company's obligation to make lease payments arising from the present value of lease payments over the lease term. Lease payments are typically discounted at an incremental borrowing rate because the interest rate implicit in the lease cannot be readily determined. The discount rate was calculated as the current bond rate on the Company's bonds which was approximately 5.43%. Lease ROU assets include initial direct costs incurred by the Company and are presented net of deferred rent and lease incentives. Lease expense for lease payments is recognized on a straight-line basis over the lease term.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2024 and 2023

The Company's lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise the options. The remaining lease term for the ground leases is 38 years.

The participation rent component of the Company's ground lease is excluded from the ASC 842 guidance as the payments are variable and not based on a rate or index.

On the consolidated statements of cash flows, the recognition of ROU assets and lease liabilities at lease commencement is considered to be a non-cash investing and financing activity. The decrease in lease liabilities is presented as part of changes in operating assets and liabilities to reconcile net income to net cash flows from operating activities.

The Company is also lessor in a number of retail shopping center leases. While the majority of these leases contain both lease and non-lease components, the Company has elected the practical expedient option and does not separate lease and non-lease components as the timing and pattern of transfer are essentially the same. These leases meet the criteria to be classified as operating leases. The accounting for these leases is further described in the Revenue Recognition footnote.

Revenue Recognition

Rental revenue is generally recognized based on the terms of tenant leases. Rental revenue from leases with scheduled rent increases, incentives or abatements is recognized on a straight-line basis over the noncancelable term of the respective leases. Property operating cost recoveries from tenants for common area maintenance, real estate taxes and other recoverable costs totaled \$1,584,587 and \$1,417,706 for the years ended December 31, 2024 and 2023, respectively, and are recognized in the period in which the related expenses are incurred and are included in rental revenues in the accompanying consolidated statements of operations. Receivables relating to these recoveries totaled \$163,413 and \$173,625 as of December 31, 2024 and 2023, respectively, and are recognized as accounts receivable, net on the accompanying consolidated balance sheets. If it becomes probable a tenant will fail to perform according to the terms of the lease, a loss equal to the accrued rental revenue unlikely to be received from that tenant would be charged to operations. Interest income is recognized as it is earned.

Rent payments received in advance from tenants is recognized as unearned rent on the accompanying consolidated balance sheets. Unearned rent as of December 31, 2024 and 2023 was \$320,033 and \$255,173, respectively.

The aggregate excess of rental revenue recognized on a straight-line basis over rents due in accordance with the provisions of the leases was \$516,146 and \$511,551 at December 31, 2024 and 2023, respectively, and is recognized as deferred rent receivable on the accompanying consolidated balance sheets.

The Project consists of 629,343 square feet of retail space and 13 outparcel sites and was completed in 2015. At December 31, 2024, tenants occupying 620,528 square feet and 13 of the outparcel sites were operating under noncancelable leases providing for future minimum rents of \$25,716,667.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2024 and 2023

Future minimum rents receivable under noncancelable leases for all known tenants at December 31, 2024, is as follows. Most leases have renewal options, which are not included below.

	<u>Amount</u>
2025	\$ 5,935,362
2026	4,692,371
2027	3,607,655
2028	2,129,577
2029	1,540,780
Thereafter	<u>7,810,922</u>
	<u>\$ 25,716,667</u>

Rent and receivables are reported at their estimated net realizable value. When necessary, the Company provides an allowance for expected credit losses based upon a review of outstanding receivables, historical collection information and existing economic conditions. Past due status is based on the contractual terms of the receivables. Rent and receivables are written off based on individual credit evaluation and specific circumstances of the customer. Management has concluded that certain of the Company's accounts receivable amounts are likely not realizable and, accordingly, has recorded an allowance for expected credit losses of \$53,484 as of December 31, 2024. As of December 31, 2023, Management concluded that the Company's accounts receivable amounts were realizable and, accordingly, did not record an allowance for expected credit losses at December 31, 2023.

Real Property

Buildings and building improvements are stated at cost and depreciated using the straight-line method over the estimated useful life of 39 years. Land improvements and signage are depreciated using an accelerated method of depreciation over the useful life of the assets, usually 15 years. Direct and indirect costs that relate to land development and building construction are capitalized. Costs are allocated to Project components by the specific identification method whenever possible. Otherwise, costs are allocated based on square footage or acreage.

Depreciation on real property charged to operations was \$1,032,249 and \$1,248,648 for the years ended December 31, 2024 and 2023, respectively.

Repairs are charged against operations. Renewals and betterments that materially extend the life of an asset are capitalized.

The Company reviews the real property for impairment whenever events or changes in circumstances indicate that the carrying amount of the real property may not be recoverable. Recoverability of the real property is measured by a comparison of the carrying amount of the real property to undiscounted future net cash flows expected to be generated by the real property. If the real property is considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the real property exceeds its fair value. No impairment was recognized for the years ended December 31, 2024 and 2023.

Deferred Charges and Other Assets, net

Deferred charges consist of lease commissions and lease costs and are stated at cost net of accumulated amortization. At December 31, 2024 and 2023, total deferred charges capitalized were \$2,150,394 and \$5,256,103, respectively, with accumulated amortization of \$1,379,935 and \$4,366,914, respectively. During the year ended December 31, 2024, fully amortized deferred lease commissions and deferred lease

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2024 and 2023

costs of approximately \$3,188,000 were written off. The lease commissions and lease costs are amortized on the straight-line method over the terms of the respective leases. Lease commission and lease costs amortization expense of \$200,532 and \$186,308 is included in depreciation and amortization in the accompanying consolidated statements of operations for the years ended December 31, 2024 and 2023, respectively.

Other assets include debt issuance costs on the line of credit, regardless of whether there are any outstanding borrowings on the arrangement. The Company had debt issuance costs related to the line of credit of \$43,989 as of December 31, 2024 and 2023, and recognized \$0 and \$36,658 in amortization expense during the years ended December 31, 2024 and 2023, respectively.

Deferred charges and other assets also include \$268,119 and \$248,416 of prepaid expenses at December 31, 2024 and 2023, respectively.

Income Taxes

The Company is a limited liability company treated as a partnership for federal and state income tax purposes. As a result, the Company's results of operations are included in the income tax returns of its individual members. Accordingly, no provision for federal or state income taxes has been recorded in the accompanying consolidated financial statements. The Company files income tax returns in the U.S. federal jurisdiction and in the Oklahoma state jurisdiction. The Company is no longer subject to examination by taxing authorities for years before 2022, and it is not aware of any audits by any taxing authority.

The Company follows applicable authoritative guidance on accounting for uncertainty in income taxes which, among other things, prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return, and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods and disclosure. The Company has no uncertain tax positions.

Use of Accounting Estimates

The financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP), which require management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingencies and the results of operations for the years ended December 31, 2024 and 2023. While management has based their assumptions and estimates on the facts and circumstances known at December 31, 2024 and 2023, actual results may differ from those estimates.

NOTE 2 - NOTES PAYABLE

Notes payable outstanding at December 31 consisted of:

	2024	2023
Principal balance	\$ 44,564,218	\$ 45,497,152
Less: unamortized deferred loan costs	<u>(1,557,567)</u>	<u>(1,625,395)</u>
Notes payable less unamortized deferred loan costs	<u>\$ 43,006,651</u>	<u>\$ 44,871,757</u>

On February 28, 2018, the Company entered into a Loan Agreement (the Loan) with the Midwest City Economic Development Authority (MWCEDA), a related party, in the amount of \$49,155,000. The MWCEDA is a public trust created for the benefit of the City, for the purpose of issuing Series 2018

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2024 and 2023

Economic Development Revenue Bonds (Bonds), the proceeds of which were used to fund the Loan to the Company. Proceeds of the Loan were used to (1) repay all the Company's existing debt, (2) fund certain reserves defined in the Loan Agreement and (3) pay the cost of issuing the Bonds.

All the Company's assets are pledged to the MWCEDA as collateral for the Loan under a Leasehold Mortgage and Assignment of Rents. Additionally, the City conveyed all Project land and assigned the leases as collateral described in Note 3 to the MWCEDA. The MWCEDA in turn pledged the Leasehold Mortgage, Project land and leases as collateral for the Bonds. Payments required under the Loan Agreement mirror the Bonds repayment schedule. The City has provided additional collateral in the form of a guaranty by the Midwest City Municipal Authority, lessee and operator of the City water and sewer systems, of any shortfall in Loan payments. The Company pays the City a Credit Enhancement Fee equal to 0.5% of the outstanding Bonds balance as defined, as compensation for the additional collateral provided by the City.

Loan payment terms specify that the annual payment be an amount sufficient to fund the Bonds repayment schedule, the Credit Enhancement Fee, administrative expenses, tenant improvements and maintain certain escrow balances as defined in the Loan Agreement. The Bonds are administered by a Trustee appointed by the MWCEDA. The Trustee provides the Company with an annual payment amount required to fund the Bonds obligation, which the Company remits to the Trustee in 12 equal installments. The effective interest rate of the Bonds issued is 4.94% and the Company incurred interest expense of \$2,130,490 in 2024 and \$2,170,248 in 2023 applicable to the Loan. Scheduled future Bonds principal payments are the following:

	Amount
2025	\$ 1,060,000
2026	1,100,000
2027	1,140,000
2028	1,180,000
2029	1,225,000
Thereafter	<u>37,825,000</u>
	<u>\$ 43,530,000</u>

Escrow and reserve balances required by the Bonds Indenture were \$4,548,140 and \$4,423,551 at December 31, 2024 and 2023, respectively, and are included in restricted cash on the consolidated balance sheets.

The Loan Agreement requires, among other things, that the Company maintain a debt Coverage Ratio of 1.20. If this is not achieved, the Company must make additional payments to a Supplemental Reserve Fund maintained by the Bonds Trustee. The coverage is tested annually for the 12 months ending January 31, and the Company was in compliance for the January 31, 2024 testing period and continued to be in compliance as of December 31, 2024.

On October 21, 2022, the Company entered into a line of credit agreement with FNB Community Bank. The line of credit is for a maximum principal amount of \$2,000,000 with a maturity date of November 1, 2025. The interest rate on the line of credit is 6.54% per annum. The purpose of the line of credit is to fund tenant upfit work. The outstanding principal balance on this line of credit at December 31, 2024 and 2023 was \$1,544 and \$133,001, respectively. Interest expense incurred for the years ended December 31, 2024 and 2023 was \$9,020 and \$27,845, respectively.

As tenant upfit work was completed, the associated principal balance drawn from the line of credit was rolled into notes payable. Two and three such notes payable were entered into during 2024 and 2023,

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2024 and 2023

respectively, with FNB Community Bank. The maturity dates of these notes range between January 10, 2028 and October 30, 2029. The interest rates range between 6.54% and 7.29%. The total outstanding principal balance on these notes payable totaled \$1,032,674 and \$809,151 as of December 31, 2024 and 2023, respectively. Interest expense incurred for the years ended December 31, 2024 and 2023 was \$64,709 and \$33,081, respectively. Schedule future notes payable principal payments are the following:

	Amount
2025	\$ 241,243
2026	258,706
2027	277,434
2028	199,406
2029	55,885
Thereafter	-
	<u>\$ 1,032,674</u>

Loan costs consist of various debt issuance costs and are amortized on the straight-line method, which approximates the effective interest method, based on terms of the debt agreement. The Company's loan costs total \$2,017,170 as of December 31, 2024 and 2023, with accumulated amortization totaling \$459,603 and \$391,775 as of December 31, 2024 and 2023, respectively. Loan cost amortization expense of \$67,828 and \$67,357 is included in depreciation and amortization in the accompanying consolidated statements of operations for the years ended December 31, 2024 and 2023, respectively.

NOTE 3 - LEASES

Sooner Town Center, LLC leases the Project land from the City under two ground leases, designated anchor and general. Both leases have terms commencing on June 1, 2004, with rent commencement on February 12, 2006, and expiring on October 31, 2062. Subsequent to rent commencement, the anchor ground lease rent is \$510,000 annually. The general ground lease provides for three tiers of rent - general ground rent of \$1 per year, preferred rent of \$305,000 annually, payable to the extent of net operating income in excess of debt service as defined in the Redevelopment Agreement, and participation rent equivalent to 50% of net operating income in excess of debt service remaining after payment of preferred rent. Preferred rent is cumulative after the Project is 50% leased. To the extent that calculated preferred rent payable is less than \$305,000, the difference is accrued and is payable when future net operating income in excess of debt service is sufficient. Participation rent expense totaled \$671,300 and \$847,236 for the years ended December 31, 2024 and 2023, respectively. Total rental expense totaled \$1,486,301 and \$1,652,612 for the years ended December 31, 2024 and 2023, respectively. Rent expense incurred and unpaid totaled \$191,300 and \$251,456 as of December 31, 2024 and 2023, respectively. These balances are included in accounts payable and accrued expenses on the accompanying consolidated balance sheets.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2024 and 2023

Supplemental balance sheet information related to the Company's leases with respect to general ground rent and preferred rent is as follows:

Maturities of lease liabilities by fiscal year as of December 31, 2024 are as follows:

2025	\$ 815,000
2026	815,000
2027	815,000
2028	815,000
2029	815,000
Thereafter	<u>26,759,168</u>
Total lease payments	30,834,168
Less: imputed interest	<u>(17,699,322)</u>
Present value of lease liabilities	<u>\$ 13,134,846</u>

NOTE 4 - RELATED-PARTY TRANSACTIONS AND BALANCES

Collett & Associates, LLC (Collett), an affiliated property management company, provides management and brokerage services to the Company. Collett receives a monthly fee of 4% of gross monthly collections, net of anchor ground lease rent, for providing property management services. Such fees totaled \$298,531 and \$289,556 for the years ended December 31, 2024 and 2023, respectively, and are included in property management fees on the consolidated statements of operations. Additionally, tenant security deposits are held in a trust account maintained by Collett, consistent with industry practice and regulatory requirements. Amounts due under this arrangement are recognized as security deposit trust account and totaled \$54,179 as of December 31, 2024 and 2023. The Company paid nominal amounts for various expense reimbursements to Collett, which are recorded as general and administrative expenses, for both years ended December 31, 2024 and 2023.

The Company paid \$22,920 and \$14,125 in construction management and accounting fees during the years ended December 31, 2024 and 2023, respectively, which are included in various operating expense captions on the consolidated statements of operations. In addition, the Company paid \$0 and \$43,500 leasing commissions to Collett for the years ended December 31, 2024 and 2023 respectively, which are included within deferred charges and other assets on the consolidated balance sheets.

Sooner Investment Realty (SIR), an affiliated entity, provides leasing services to the Company. The Company paid \$25,320 and \$78,603 in leasing commissions to SIR for the years ended December 31, 2024 and 2023, respectively, which is included within deferred charges and other assets on the consolidated balance sheets.

The Company paid \$25,215 and \$22,408 in utilities expense to the City for the years ended December 31, 2024 and 2023, respectively, which is included in common area maintenance expenses in the consolidated statements of operations.

The Company subleases part of the Project land to Sooner Town Center II, LLC (STC II), a related party. The lease commenced on July 19, 2012, with rent commencement on October 31, 2012. The lease expires on October 31, 2062, with a five-year renewal option. Annual rent for the first 10 years is \$45,000. The monthly rent amount increases by 10% on the 10th anniversary of the commencement date, and every five years thereafter. Straight-line rental income for this lease totaled \$65,609 for the years ended

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**December 31, 2024 and 2023**

December 31, 2024 and 2023. These amounts are included in the future minimum rents receivable schedule included in Note 1.

On June 25, 2024, the Company entered into an Ancillary Agreement ("Agreement") with the City. The Agreement allows for cash transfers to STC II from the Company to cover any of STC II's excess expenses over available cash required to maintain and operate the project. The agreement was effective May 1, 2024 and is in effect until December 31, 2025 unless extended by mutual agreement of all parties, in writing. Advances to STC II are payable to the Company based on available cash flow or on demand. The Agreement was necessitated by the fact that a large anchor space at STC II remains vacant, resulting in expected cash flow deficits for STC II. Per the Agreement, the advances are deducted from the Company's participation rent calculation. As of December 31, 2024, \$450,230 had been advanced from the Company to STC II. This balance is included in advances to affiliate on the accompanying consolidated balance sheets.

As of December 31, 2024 and 2023, the Company has an outstanding loan balance with RC Collett, Inc., an affiliated entity, of \$1,000.

NOTE 5 - SUBSEQUENT EVENTS

The Company has analyzed its operations subsequent to December 31, 2024 through **Month xx, 2025**, the date the consolidated financial statements were available to be issued. All subsequent events requiring recognition or disclosure have been incorporated into these consolidated financial statements.

SUPPLEMENTARY INFORMATION

Sooner Town Center, LLC

SCHEDULE I - NET OPERATING INCOME

Year ended December 31, 2024

Rental revenues	\$ 7,947,683
Less: anchor ground lease revenue up to related expense	<u>(510,000)</u>
Rental revenues excluding anchor tenant	7,437,683
Adjustments for cash basis	
Deferred rent receivable, net	(23,811)
Common area maintenance receivable	85,108
Unearned rent	<u>64,860</u>
Gross operating revenue (subtenant rents, cash basis)	<u>7,563,840</u>
Allowable expenses	
Operating expenses	5,018,582
Less: anchor tenant rent expense	(510,000)
Plus: advances to affiliate	450,230
Plus: additions to project development costs	<u>36,237</u>
Allowable expenses, net of anchor tenant rent expense	4,995,049
Adjustments for noncash expenses	
Depreciation and amortization	(1,300,609)
Other adjustments	
Interest income	(178,502)
Preferred rent expense, accrued or paid	(305,000)
Participation rent expense, accrued or paid	<u>(671,300)</u>
Allowable expenses, net	<u>2,539,638</u>
Net operating income per Redevelopment Agreement ⁽¹⁾	<u><u>\$ 5,024,202</u></u>

⁽¹⁾ The Midwest City Downtown Redevelopment (Redevelopment Agreement) Ground Lease between the City and the Company defines Net Operating Income per the Redevelopment Agreement as the difference between Gross Operating Revenue and the actual Operating Expenses for the same period. The agreement specifically defines Gross Operating Revenue as all revenues derived from the project (excluding anchor ground lease up to \$510,000), determined in accordance with U.S. GAAP, computed on a cash basis, exclusive of subtenant security deposits and other refundable deposits and exclusive of proceeds derived from a sale, condemnation, financing, insurance settlement or other transaction that is capital in nature. Further Operating Expenses are defined as those costs determined in accordance with U.S. GAAP, including all necessary and reasonable expenditures of any kind made with respect to the operations of the project (excluding anchor ground lease) typical of a Class A shopping center, without limitation, ad valorem taxes, insurance premiums, R&M expenses, management fees, leasing and advertising expenses, professional fees, wages and utility costs. After the City issues Certificates of Completion on Improvements, the construction loan interest will be included in Operating Expenses to the extent that such interest can no longer be drawn on under the applicable construction loan. Non-cash expenditures such as depreciation and amortization shall not be applicable construction loan. Non-cash expenditures such as depreciation and amortization shall not be included in the computation of Operating Expenses. Operating Expenses shall include all project development costs incurred by the Company, that are not financed, in further developing and leasing available space within the Project including, without limitation, tenant upfitting costs, market rate brokerage commissions, tenant improvement allowances, building improvements and legal fees.

Sooner Town Center, LLC

SCHEDULE II - DEBT SERVICE

Year ended December 31, 2024

Debt service

Interest expense on debt	\$ 2,204,219
Debt principal payments	1,209,966
Net change in bond escrows	<u>(37,584)</u>
Total debt service ⁽²⁾	<u>\$ 3,376,601</u>

- ⁽²⁾ The Redevelopment Agreement defines Debt Service as principal and interest on all loan(s) on the Project (excluding those under the anchor ground lease) or any portion thereof, exclusive of (1) any interest under any construction loan which is funded by draws under such Construction Loan and (2) interest carry costs treated as preferred rent.

Sooner Town Center, LLC

SCHEDULE III - NET CASH FLOW

Year ended December 31, 2024

Net operating income per Redevelopment Agreement	\$ 5,024,202
Less: debt service	<u>(3,376,601)</u>
Net cash flow	1,647,601
Less: preferred rent	(305,000)
Less: general ground lease	<u>(1)</u>
Net cash flow, after preferred rent and general ground lease	1,342,600
Participation rent factor	<u>50%</u>
Participation rent ⁽³⁾	<u><u>\$ 671,300</u></u>

⁽³⁾ For purposes of determining Participation Rent, the Redevelopment Agreement defines Net Cash Flow as Net Operating Income less Debt Service. Participation Rent shall be an amount equal to fifty percent (50%) of Net Cash Flow remaining after General Ground Lease payment and Preferred Rent. All Participation Rent is subordinate to these payments. The annual lease payment for General Ground Lease is \$1, due to the City annually. Preferred Rent is the first \$305,000 of Net Operating Income after payment of the General Ground Lease Payment and Debt Service.

Sooner Town Center, LLC

SCHEDULE IV - SUBTENANT RENTS

Year ended December 31, 2024

Subtenant rents, excluding the anchor ground lease	<u>\$ 7,563,840</u>
Gross operating revenue (subtenant rents, cash basis) ⁽⁴⁾	<u><u>\$ 7,563,840</u></u>

⁽⁴⁾ Refer to page 19 for the calculation of Gross operating revenue (subtenant rents) which is computed on the cash basis.



PUBLIC DISCUSSION

