



## CITY OF MIDWEST CITY MEETINGS FOR JANUARY 23, 2024

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

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

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

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

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

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

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



## CITY OF MIDWEST CITY COUNCIL AGENDA

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

January 23, 2024 – 6:00 PM

Presiding members: Mayor Matt Dukes

Ward 1 Susan Eads

Ward 3 Rick Dawkins

Ward 5 Sara Bana

Ward 2 Pat Byrne

Ward 4 Sean Reed

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.

- 1. Invocation by Assistant City Manager Vaughn Sullivan
- 2. Pledge of Allegiance by Carl Albert High School ROTC Cadets Ai'Yonna Pitts and Megan Aaron
- 3. Mayoral Proclamations: First Baptist Church Pastor Jimmie Tribble
- 4. 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 January 9, 2024 meeting minutes. (City Clerk - S. Hancock)
2. Discussion, consideration, and possible action of appointing Ms. Lisa Pitts to the Midwest City Arts Council as the Ward 6 representative for a three-year term ending on January 12, 2027. (City Manager - T. Lyon)

D. DISCUSSION ITEMS.

1. Discussion, consideration, and possible action of review of the moratorium on new construction and new development that will connect to the Midwest City wastewater collection system that serves a portion of the east side of Midwest City, 6-month review. (Engineering & Construction Services - B. Bundy)
2. Discussion, consideration, and possible action of approving Amendment No. 3 to a Professional Services Agreement between the City of Midwest City and Freese and Nichols, Inc., in the amount of \$850,000.00 to develop a citywide Wastewater Master Plan. (Public Works - Carrie Evenson)

3. (PC-2159) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from Community Commercial District (“C-3”) to General Commercial District (“C-4”), and; a Special Use Permit (SUP) to allow Automotive and Equipment: Heavy in the (C-4) General Commercial District for the property described as Lots Five (5) and Six (6) and the West Forty-Five (45) feet of Lot Four (4), in Block One (1) of Country Estates Third Addition, Oklahoma County, Oklahoma, located at 7415 SE 15th St., Midwest City. (Planning and Zoning - M. Summers)
4. (PC-2161) Public hearing, discussion, consideration, and possible action of a resolution to amend the Comprehensive Plan from Single-Family Detached Residential Land Use to Medium Density Residential Land Use; and an ordinance to redistrict from Single-Family Detached Residential District (“R-6”) to Two-Family Attached Residential District (“R-2F”), for the property described as a part of the Northeast Quarter (NE/4) of Section Ten (10), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 301 E. Marshall Dr., Midwest City. (Planning and Zoning - M. Summers)
5. Public Hearing, discussion, consideration, and possible action to approve an ordinance closing to public use a portion of Marlow Drive and portions of all four (4) abandoned and previously released Easements, and one Right of Way or Utility Reserve recorded in Book 444, Page 520, Book 464, Page 73, Book 3889, Page 407, and Book 4046, Page 1110 in the Oklahoma County Clerk office and lying in the Southwest Quarter (SW/4) of Section 34, Township 12 North Range 2 West, of the Indian Meridian, Oklahoma County, Oklahoma; providing for repealer, severability and declaring an Emergency. (Engineering & Construction Services - B. Bundy)
6. Discussion, consideration, and possible action of approving a water infrastructure agreement with Oklahoma County Utility Services Authority to connect Starview Public Water Supply customers to the Midwest City Public Water Supply. (D. Maisch - City Attorney).
7. Discussion, consideration, and possible action of approving amendments to the Midwest City Municipal Code, Chapter 2, Administration, Article II, City Council, Section 2-17, Elected Official Accountability Act and Ethics Policy; and providing for repealer and severability. (City Attorney – D. Maisch).

E. NEW BUSINESS/PUBLIC DISCUSSION.

F. EXECUTIVE SESSION.

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

G. FURTHER INFORMATION.

1. Review of the City Manager's Report for the month of December 2023. (Finance - T. Cromar)
2. Code Enforcement report for full year of 2023. (Neighborhood Services - M. Stroh)
3. Review of the December 5, 2023 Planning Commission Meeting Minutes. (Community Development - M. Summers)
4. Monthly Residential and Commercial Building report for December 2023 Building Report. (Engineering & Construction Services - B. Bundy)

H. ADJOURNMENT.



CONSENT AGENDA



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

## City of Midwest City Council

January 09, 2024

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.

Mayor Matt Dukes called the meeting to order at 6:01 PM with following members present:

Ward 2 Pat Byrne	City Manager Tim Lyon	
Ward 3 Rick Dawkins	Ward 4 Sean Reed	City Clerk Sara Hancock
Ward 5 Sara Bana	Ward 6 Rick Favors	City Attorney Don Maisch

Absent: Ward 1 Susan Eads

OPENING BUSINESS. The Invocation was given by Assistant City Manager Vaughn Sullivan. The Pledge of Allegiance was led by JR ROTC-Seniors and MWCHS Taly Hudson and Alexander Carter. A Proclamation and plaque was presented to Pete Singleton for the 2023 Employee of the Year. City Manager Lyon made community-related announcements and comments.

CONSENT AGENDA. Bana made a motion to approve the consent agenda with exception to pull item #6, seconded by Reed. Voting aye: Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Absent: Eads.

1. Discussion, consideration, and possible action to approve the December 12, 2023 meeting minutes.
2. Discussion, consideration, and possible action of the approval of Change Order 1 and Amendment 1 for the 2018 Bond Street Rehabilitation Asphalt Phase 4 project with Silver Star Construction Co., Inc. in the decreased amount of \$43,167.00 respectively.
3. Discussion, consideration, and possible action of continuing the construction management and inspection services agreement with Smith Roberts Baldischwiler, LLC for the 2018 Bond street repair program not to exceed \$80,000.00.
4. Discussion, consideration, and possible action of making a matter of record Permit No. SL000055230175 from the State Department of Environmental Quality for the subdivision Cypress Village Addition, Midwest City, Oklahoma.
5. Discussion, consideration, and possible action of making a matter of record Permit No. WL000055230174 from the State Department of Environmental Quality for the subdivision Cypress Village Addition, Midwest City, Oklahoma.
7. Discussion, consideration, and possible action of reappointing Doyle Kelso to a three year term for the City of Midwest City Electrical Advisory Board.
8. Discussion, consideration, and possible action to reappoint Russell Smith to the Planning Commission for a three-year term to expire January 23, 2027.

9. Discussion, consideration, and possible action of 1) declaring various obsolete computer equipment and other miscellaneous items of city property on the attached surplus list; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary.

**6. Discussion, consideration and possible action of 1) approval of the Land and Water Conservation Fund (LWCF) Project Agreement for the Mid America Park Expansion Project – Phase II; 2) authorization to submit the approved agreement and certifications to the Oklahoma Tourism and Recreation Department; and 3) authorization of the Mayor and City Manager to enter into the necessary contracts to implement said project.**

Craft and Bundy addressed Council. After Staff and Council discussion, Byrne made a motion to amend the approval as follows: based off of available funding and following the same practices and procedures that have been used to fund similar projects, the City Manager should direct staff to repair and revitalize the current basketball court in Mid-American Park. Financing for the repair and revitalization shall be in the current, and/or FY 2024-2025 budgets. Additionally, the purchase and installation of security cameras shall be included in the FY 2024-2025 budget. The City Manager shall direct staff to seek additional grant funding for the construction of a new basketball court and for permanent bathrooms at the park. If grant funding is not available, a phased project completion plan pursuant to the City Council approved Park Master Plan may be undertaken in the future budgets for the projects, seconded by Bana. Voting aye: Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Absent: Eads. Motion Carried.

#### DISCUSSION ITEMS.

**1. (PC-2158) Public hearing, discussion, consideration, and possible action for the approval of the Final Plat of Parkway Expansion for the property described as a tract of land being a part of the Southwest Quarter (SW/4) of Section Seven (7), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma located at 10301 SE 29th St.**

Summers addressed Council. After Staff and Council discussion, Favors made a motion to approve the final plat, seconded by Bana. Voting aye: Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Absent: Eads. Motion Carried.

**2. (PC-2156) Public hearing, discussion, consideration, and possible action for a Special Use Permit (SUP) to allow Automotive Sales and Rentals: Light in the (C-3) Community Commercial District for the property described as Lot Two (2) and the North Ninety-Five (95) feet of the West Fifteen (15) feet of Lot Three (3), McCorkle Park Addition to Oklahoma County, Oklahoma located at 2224 S. Air Depot Blvd., Midwest City.**

Summers and applicant, Paul Crossfield, addressed the council. After discussion, Byrne made a motion to deny the SUP, seconded by Bana. Voting aye: Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Absent: Eads. Motion Carried.

**3. Discussion, consideration, and possible action concerning various requests for hearings by Riverside Mobile Home Park.**

Maisch, Stroh, Justin Morales of Riverside Mobile Home Park, Duana Newcomb of 6601 Sable and Cherie Schundt of 6704 Zebra, Marc Thompson of 212 Country Club Ter. addressed the council. After Staff and Council discussion, Bana made a motion to carve out an exception for this property on this matter at this time and to follow up with inspections on the seven properties in question and issue permits as deemed appropriate and that if the property owner moves another property on site, without the permission and approval of the City officials that the city has the power through these codes to come and take your license and permit away to even operate as a mobile home. Motion died due to lack of second.

Reed made a motion to deny, seconded by Byrne. Voting aye: Byrne, Dawkins, Reed, Favors, and Dukes. Nay: none. Abstain: Bana. Absent: Eads. Motion Carried.

NEW BUSINESS/PUBLIC DISCUSSION.

Chris Horton of 1616 Albert Dr addressed the Council and provided concerning Code Enforcement and Court, as well as provided a handout.

ADJOURNMENT.

There being no further business, Mayor Dukes adjourned the meeting at 7:22 PM.

ATTEST:

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

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





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

## MEMORANDUM

To: Honorable Mayor and Council

From: Tim Lyon, City Manager

Date: January 23, 2024

Subject: Discussion, consideration, and possible action of appointing Ms. Lisa Pitts to the Midwest City Arts Council as the Ward 6 representative for a three-year term ending on January 12, 2027.

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Councilmember Favors would like to nominate Ms. Pitts as the Ward 6 representative on the MWC Arts Council. Per Midwest City Resolution 2023-20, the Ward 6 nominee will have an inaugural term of three year.

As discussed at the August 22, 2023 City Council meeting, the Arts Council will likely hold their first meeting in January 2024; therefore, all terms should commence thereafter. Thus, Ms. Pitts' three-year term will end January 12, 2027.

Tim L. Lyon, City Manager

Resolution No. 2023-20

**A RESOLUTION TO ESTABLISH A NEW MIDWEST CITY ARTS COUNCIL  
ESTABLISHING MEMBERSHIP AND TERMS OF OFFICE.**

**WHEREAS**, the City of Midwest City (the City) wishes to create a new Midwest City Arts Council (Arts Council) for the purpose of enhancing our cultural diversity and talent by stimulating public interest in the arts, promoting knowledge and appreciation of different expressions of art forms, and supporting Midwest City artist; and

**WHEREAS**, the Arts Council shall be composed of seven members with each City ward represented via a nomination by the elected councilperson of the Ward with the seventh member being a Mayor nomination; and

**WHEREAS**, members shall be approved via a majority vote of the presiding members of the Midwest City Council; and

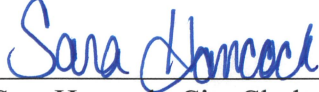
**WHEREAS**, in order to ensure sustainable board continuity, members shall serve three-year terms with the exception of the inaugural members, who shall serve in staggered terms with Ward 1 and Ward 2 representatives for a one-year term, Ward 3 and Ward 4 representatives for a two-year term, and Ward 5, Ward 6 and Mayor representatives for a three-year term; and

**WHEREAS**, the Arts Council members shall 1) execute, organize and raise funds for a beneficial community program, per the purpose of the Arts Council; and 2) provide regular reports and/or minutes to the City Council regarding the activity of the Arts Council; and

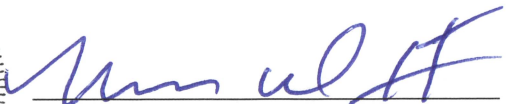
**NOW, THEREFORE** be it resolved by the City of Midwest City Council that the Midwest City Arts Council is hereby established.

**PASSED AND ADOPTED** by the City Council of the City of Midwest City and signed by the Mayor this 25 of July 2023.


ATTEST:

  
Sara Hancock, City Clerk



  
Matthew D Dukes II, Mayor

**APPROVED** as to form and legality this 26<sup>th</sup> day of July 2023.

  
Donald D. Maisch, City Attorney



DISCUSSION ITEMS





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

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TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : January 23, 2024

SUBJECT : Discussion, consideration, and possible action of review of the moratorium on new construction and new development that will connect to the Midwest City wastewater collection system that serves a portion of the east side of Midwest City, 6 month review.

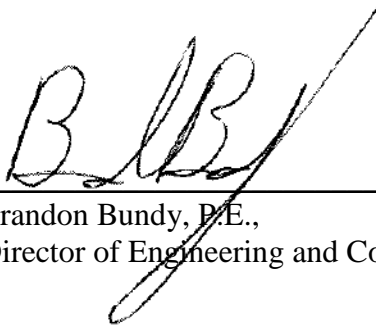
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In reference to the moratorium passed by Council on August 22, 2023 by resolution , it included a 6 month review.

At the same meeting of the moratorium; Council amended the agreement with Freese and Nichols (FNI) for studying the sewer system. In the amendment, they are tasked with examining possible financial scenarios for which the sewer system can be improved such that there is adequate capacity. They have also done a more in depth study of our existing lift stations where capacity issues were noted.

Their study is not yet complete but is slated to be presented to Council soon.

At this time, staff recommends maintaining the moratorium as approved August 22, 2023 and awaiting the presentation by FNI. After which, staff will present an action plan to Council.



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

CC: Paul Streets, Public Works Director

**RESOLUTION 2023- 25**

**A RESOLUTION TO ESTABLISH A MORATORIUM FOR NEW CONSTRUCTION AND NEW DEVELOPMENT THAT WILL CONNECT TO THE MIDWEST CITY WASTEWATER COLLECTION SYSTEM THAT SERVES A PORTION OF THE EAST SIDE OF MIDWEST CITY.**

**WHEREAS**, in June of 2022, the City of Midwest City (City) issued an Request for Proposal (RFP) to solicit bids to conduct a study of a certain portion of the East side of the Midwest City Wastewater Collection System; and

**WHEREAS**, the City received proposals and found the proposal from Freese and Nichols, Inc. to be the best proposal; and

**WHEREAS**, on July 26, 2022, the City entered into a contract with Fresse and Nichols, Inc, to conduct the study; and

**WHEREAS**, the study was to, among other things, to focus on the capacity of a portion of the City of Midwest City Wastewater Collection System, that serves the Eastside of Midwest City, and is further identified on the attached map, attached hereto as “Exhibit A”; and

**WHEREAS**, on July 25, 2023, Freese and Nichols, Inc. submitted to the City Council the Study. The City Council voted to accept the Study on July 25, 2023; and

**WHEREAS**, the Study found certain lift station and certain wastewater collection system lines that are identified in Exhibit “A” at or near capacity; and

**WHEREAS**, the final report of the Study, signed and sealed by Freese and Nichols, Inc. was submitted to the City on or about August 22, 2023; and

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

Based on the Freese and Nichols, Inc. Study, the City Council hereby declares that as of the 23rd day of August, 2023, there is established a moratorium within the City’s Wastewater Collection System in the area identified in “Exhibit A” as follows:

1. No approval of preliminary plats shall be issued;
2. No approval of minor plats shall be issued;
3. No construction permits for commercial construction shall be issued that either:
  - a. Establish a new connection to the wastewater collection system; or
  - b. Add volume to the wastewater collection system;
4. No construction permits shall be issued to locations that have received preliminary plats if the City has not already received and the City Council taken action on the sewer permit from the Oklahoma Department of Environmental Quality; and
5. No sewer tap shall be approved and installed for any residential site that is not included in either a city approved preliminary plat or minor plat.

The following exceptions are hereby established to the moratorium:

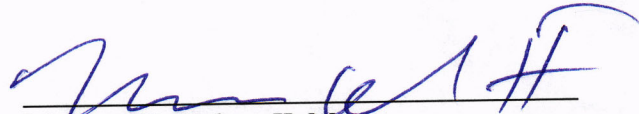
- A. New construction and new development may occur in location identified in "Exhibit A" that does not require connection to the City's Wastewater Collection System and can meet all the requirements of the Oklahoma Department of Environmental Quality for the construction and installation as allowed in Title 252 of the Oklahoma Administrative Code, Chapter 641, entitled, Individual and Small Public On-Site Sewage Treatment Systems, provided, the deed and plat for any such lot specifies that the lot shall never be split, any attempt to split the lot identified in this document into smaller lots shall be denied by the City of Midwest City for further development.
- B. New construction and new development may occur in location identified in "Exhibit A" that pumps and/or flows the wastewater so that the wastewater does not flow into any of the lift stations identified in the Freese and Nichols, Inc. Report.

This moratorium may be amended or modified by the City Council. The City Council shall review this moratorium every six (6) months, at a minimum until lifted.

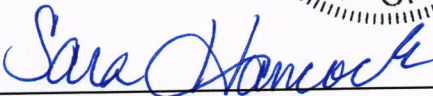
**PASSED AND APPROVED BY** the Mayor and City Council of the City of Midwest City on this 22 day of August, 2023.

CITY OF MIDWEST CITY, OKLAHOMA

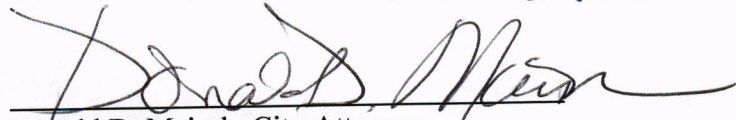


  
Matthew D. Dukes, II, Mayor

Attest:

  
Sara Hancock, City Clerk

APPROVED as to form and legality this 22nd day of August, 2023.

  
Donald D. Maisch, City Attorney

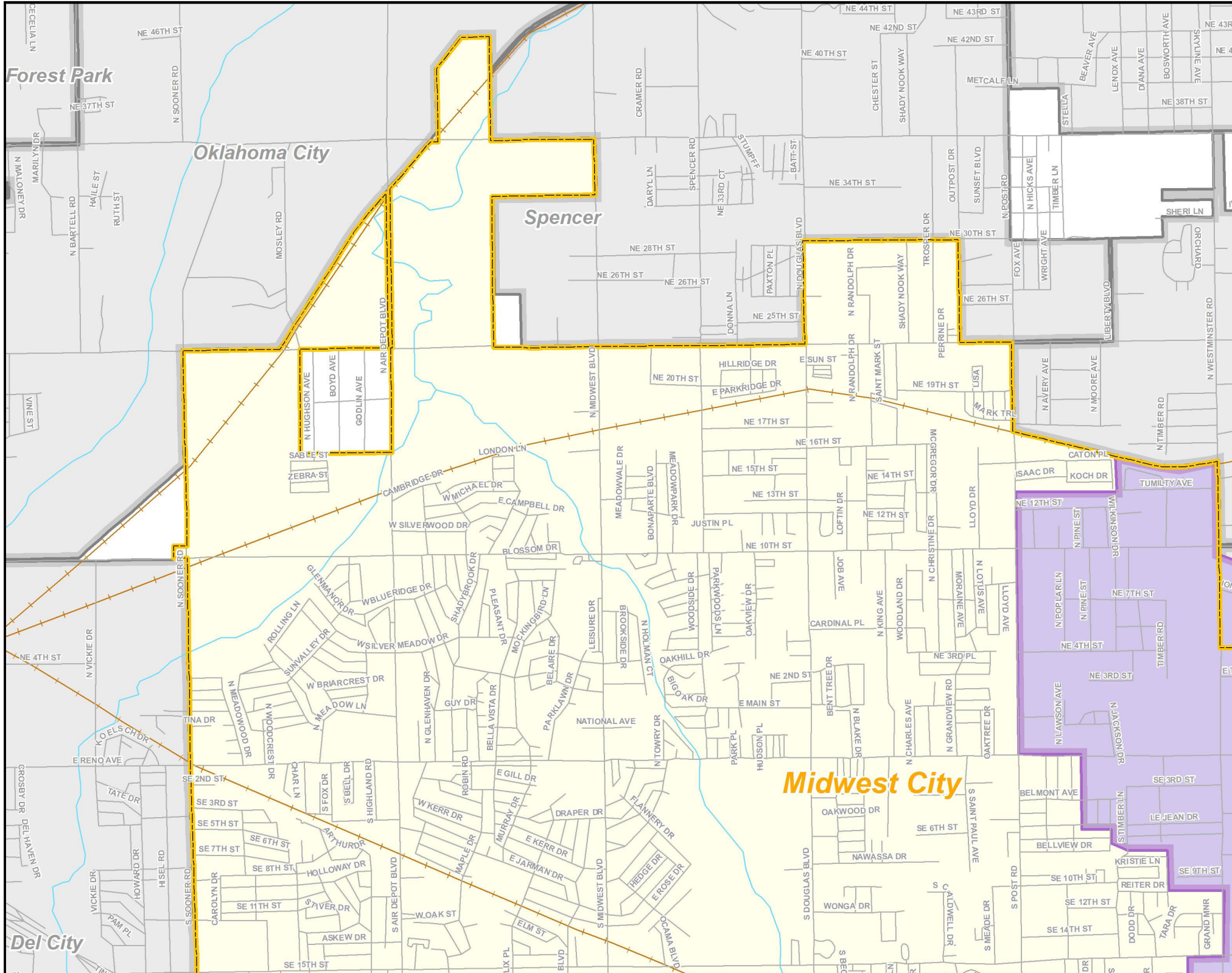
Forest Park

Oklahoma City

Spencer

Midwest City

Del City





**Public Works Administration**

8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

**Public Works Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
(405) 739-1061

**Assistant Public Works Director**  
[cevenson@midwestcityok.org](mailto:cevenson@midwestcityok.org)  
(405) 739-1062

[www.midwestcityok.org](http://www.midwestcityok.org)

To: Honorable Mayor and Members of the City Council

From: R. Paul Streets, Public Works Director

Date: January 23, 2024

Subject: Discussion, consideration, and possible action of approving Amendment No. 3 to a Professional Services Agreement between the City of Midwest City and Freese and Nichols, Inc., in the amount of \$850,000.00 to develop a citywide Wastewater Master Plan.

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

On July 26, 2022, the City of Midwest City and Freese and Nichols, Inc., (FNI) entered into a Professional Services Agreement for an assessment of the sanitary sewer system and lift station infrastructure focusing on the eastern portions of the sewer system and its current and future capacity needs in response to continued development. The attached Amendment No. 3, in the amount of \$850,000.00, will expand upon the work already conducted on the east side of Midwest City in order to develop a citywide Wastewater Master Plan and add the Municipal Authority to the Agreement.

Funds for this project are available in Account # 192 for the Municipal Authority and Account #157 for the City.

Respectfully,

R. Paul Streets  
Public Works Director

Attachment



**THIRD AMENDMENT  
TO LETTER AGREEMENT  
FOR PROFESSIONAL SERVICES  
BETWEEN FREESE AND NICHOLS, INC.  
AND  
CITY OF MIDWEST CITY  
AND  
MIDWEST CITY MUNICIPAL AUTHORITY**

**THIS PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation (hereinafter referred to as “**City**”), The Midwest City Municipal Authority, a public trust, established pursuant to the laws of the State of Oklahoma, for which the City is a beneficiary, (hereinafter referred to as “**Authority**”) and Freese and Nichols, Inc., (hereinafter referred to as “**Service Provider**”) (**City, Authority, and Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

Add the language “and/or “**Authority**” ” after the word “**City**” in all paragraphs of the original agreement and any applicable amendment thereto containing said language, except Paragraphs 11 and 24.

Add the language “and/or “**Authority’s**” ” after the word “**City’s**” in all paragraphs of the original agreement and any applicable amendment thereto containing said language.

Pursuant to Paragraph 2.A. and Paragraph 3.A. of the Professional Services Agreement dated July 26, 2022, the following amendment is hereby agreed to between the parties:

The following Attachments A – Scope of Services and B – Schedule of Fees are in addition to the current Attachments A and B of the Professional Services Agreement dated July 26, 2022.

Paragraph 10 (A) shall be amended to add the following contact for the **Authority**:

Midwest City Municipal Authority, Secretary  
100 N. Midwest Boulevard  
Midwest City, OK 73110

Paragraph 24 shall be amended as follows:

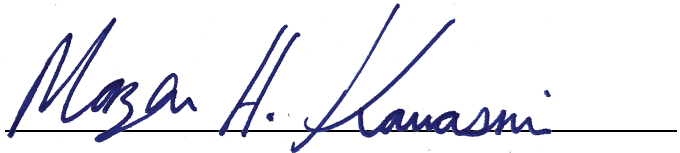
This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by ~~both~~ all **Parties**. The **City** hereby delegates to the City Manager all amendments to this

**Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

The **Authority** hereby delegates to the General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

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

**Freese and Nichols, Inc.**



Mazan H. Kanasmi

Date: 1/17/2024

**City of Midwest City**

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

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

**REVIEWED** for form and legality.

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

**Midwest City Municipal Authority**

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Matt Dukes, II  
Chairman

---

Sara Hancock, Secretary

**REVIEWED** for form and legality.

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Donald D. Maisch, Authority Attorney

**SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY****PROJECT UNDERSTANDING**

Freese and Nichols, Inc. (FNI) understands that the City of Midwest City (City) is seeking to expand the wastewater collection system capacity assessment to include the remaining portion of the collection system that was not studied as part of the Phase 1 Assessment. Phase 2 of the Assessment will include developing land use assumptions and wastewater flow projections for the remainder of the City of Midwest City. FNI will expand the hydraulic wastewater model to include the entire wastewater collection system, and will provide a prioritized Capital Improvements Plan (CIP). It is understood that Phase 2 of the capacity assessment will cover areas of the system that are more established and closer to buildout. Therefore, FNI will also perform a Risk Based Assessment on the existing infrastructure to assist in prioritizing pipeline renewal projects to reduce the risk of the collection system.

The project consists of installing and maintaining temporary flow monitors within the wastewater collection system, field inspections, and hydraulic modeling. The purpose of the flow monitoring is to determine dry and wet weather flows, identify sources of infiltration and inflow (I/I), and to aid in hydraulic model calibration. The wastewater collection hydraulic model will evaluate the capacity of the exiting sewer system, determine needs for future flows, and be used to develop a prioritized CIP.

**ARTICLE I**

**BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project:

**TASK A: WASTEWATER MASTER PLAN PROJECT MANAGEMENT****A1. Project Kickoff Meeting**

FNI will conduct a project kickoff meeting with the City and the field inspection team to discuss the project scope and schedule. A data request memorandum will be presented and discussed.

**A2. Data Collection and Review**

FNI will prepare a data request memorandum summarizing data needs for the project. This includes the following:

- Previous Master Plan Reports or other planning documents
- Infiltration and Inflow (I/I) Studies
- GIS Information
- Flow Monitoring Data
- Lift station data
- Utility billing meter data
- SCADA and other operational data
- Existing and future land-use mapping

**A3. Project Management**

FNI will perform project management duties, including preparing and updating the project schedule, monthly invoicing, development of monthly progress reports, written summaries of meetings (minutes), and any informal

project collaboration.

#### **A4. Monthly Progress Meetings**

FNI will meet with City staff virtually on a monthly basis. The purpose of these meetings will be to collaborate with the City on any concerns or issues concerning data request items, results, recommendations, or any questions the City may have. The frequency of collaboration may vary based on the phase of the project, but it is anticipated that one hour (1) every month will be designated for these activities for the project team.

### **TASK B: FLOW MONITORING AND I/I CHARACTERIZATION**

#### **B1. Temporary Flow Meter Site Selection**

FNI will identify eighteen (18) locations in the existing system to conduct flow monitoring and four (4) locations for rainfall monitoring to calibrate the hydraulic model. FNI will prepare maps showing the proposed locations to present to the City. FNI will update the mapping based on City comments before submitting it to the flow monitoring subconsultant.

#### **B2. Temporary Flow Meter Basin Delineation**

FNI will finalize the temporary flow monitoring plan with the recommended site selection for each temporary flow monitor. FNI will update the delineation of the temporary flow monitoring basins.

#### **B3. Temporary Flow Meter Installation, Calibration, and Data Collection**

FNI's flow monitoring subconsultant will furnish, install, and calibrate eighteen (18) temporary velocity/depth type flow meters and four (4) rainfall gauges at the agreed-upon locations. Temporary flow meters shall remain in place for sixty (60) days.

FNI's subconsultant will remove all the temporary flow meters after the monitoring period if adequate weather conditions have been observed (dry weather and wet weather conditions include at least two (2) storm events of different rainfall intensities). FNI will advise the City if adequate weather conditions have not been observed during the initial monitoring period to allow the City to consider funding an extended period for flow monitoring before removing the temporary flow meters.

#### **B4. Analyze Flow Meter Data**

The flow and rainfall data will be collected at 15-minute intervals for both dry and wet weather flow periods.

- 1) Analyze flow data for sub-drainage basins and develop average daily dry weather flow diurnal curves and base flow peaking factors.
- 2) Develop hydrographs for dry and wet weather flow conditions.
- 3) Determine peak inflow rate for selected rainfall events and determine corresponding rainfall intensity for areas tributary to all flow monitoring locations
- 4) Determine peak infiltration rates during high groundwater conditions, if possible.

#### **B5. I/I Characterization and Ranking**

Flow data will be compared with rainfall data to determine the amount of inflow and infiltration experienced during selected storm events. FNI will utilize the data to characterize the I/I in the wastewater collection system. Mapping will be developed for all the flow meter basins to characterize and rank the basins by the amount of I/I entering the

collection system.

### **TASK C: POPULATION AND WASTEWATER FLOW PROJECTIONS**

#### **C1. Develop Residential Population and Non-Residential Estimates**

FNI will utilize available comprehensive plan data and information from planning department staff to develop updated population and non-residential estimates and projections to allocate across the sewer basins for each future planning period. Sewer basin delineation developed for model calibration will be utilized for this task by using land use data, sewer basin, and subbasin information.

#### **C2. Develop Design Criteria for Wastewater Flow Projections**

Based on a review of historical wastewater flow data, FNI will review existing flow projection methodologies, including those previously developed for all the sewer basins and sub-basins, to provide recommendations to update the design criteria for flow projections. FNI will develop base flow rates, per-capita flow rates, non-residential usage factors, infiltration and inflow (I/I) allowances based on flow monitoring data, rehabilitation work, and work order data (stoppages, blockages, etc.).

#### **C3. Wastewater Flow Projections**

FNI will utilize the updated wastewater flow design criteria for each basin and sub-basin to allocate future residential and non-residential loads. FNI will allocate population and non-residential estimates and flow projections across the sewer basins and sub-basins for each planning period.

#### **C4. Workshop to Discuss Population, Non-Residential Estimates, and Flow Projections**

FNI will attend a meeting with the City staff to discuss the results of sewer basin flow projections and distribution. FNI will address comments on the distribution of the population and non-residential estimates as well as the wastewater load projections.

### **TASK D: WASTEWATER MODEL DEVELOPMENT AND CALIBRATION**

#### **D1. Wastewater System Model Development**

FNI will expand the City's wastewater collection system hydraulic model to include the entire wastewater collection system in the Innovyze® InfoWorks ICM® software from the most current GIS. The model will consist of all pipelines 10-inches and larger in addition to all smaller pipelines for which invert elevation data is available. The model will represent the volume of all pipelines in the collections system through a process called "pruning." FNI will review as-built drawings and operational data provided by the City to obtain physical data (wet well dimensions, pump curves, force main material and pressure rating, etc.) and develop initial controls for the model. This task will include the determination of additional data needed to properly define special hydraulic structures such as siphons, split flow manholes, weirs, junction boxes, and other interconnections between parallel lines. FNI will populate this information within the wastewater model.

#### **D2. Update Detailed Lift Station Data**

Lift station and force main as-built information provided by the City will be entered into the model. FNI will review as-built drawings and operational data provided by the City to obtain physical data (wet well dimensions, pump curves, force main material and pressure rating, etc.) and develop initial controls for the model. FNI will identify missing lift station data needing field verification, including physical dimensions, pump performance data, and any missing force main information. FNI will utilize institutional knowledge from the City staff regarding the operational complexities of the wastewater system.

### **D3. Field Verification/Surveying of Critical Missing Data**

The field inspection and GPS/conventional surveying will be used to collect all critical needed physical data not included in the GIS. The field inspections will be done in conjunction with City staff for access to manholes and will focus on the following:

- GPS surveying of critical manholes to obtain X and Y coordinates and measure downs to obtain inverts for up to 300 GPS shots.

FNI will review raw field data and convert it into GIS format for input into the model database and provide revised GIS data to the City.

### **D4. Sewer Basin Delineation and Subcatchment Generation**

Review and update sewer basin delineation using GIS Shapefile and ground contour mapping. Develop sewer subbasin delineation representing meter areas and geographical areas within each sewer basin. Generate subcatchments for each sewer subbasin showing which areas feed into each sewer manhole within their respective flow meter basins. FNI shall prepare detailed mapping and meet with the City to review sewer basin, subbasin, and subcatchment mapping results.

### **D5. Distribute Updated Wastewater Flow in the Model**

Geocoded water billing data and the population and non-residential flow projections will be used to assign flows to the subcatchments for wastewater system analysis. Large customers will be located and allocated as a point load. FNI will assign residential and non-residential diurnal patterns to each subcatchment based on the flow meter data and the flow meter basins.

### **D6. Dry Weather Calibration**

Select dry weather calibration event to isolate projected flows as primarily domestic contributed flows. Develop a flow meter schematic showing which sewer basin and metered subbasins feed into each sewer interceptor for model analysis and data output review. Perform dry weather calibration on selected dry weather flow period using calibrated flow volume by adjusting antecedent conditions, per capita flows, diurnal curves, and dry weather infiltration. Dry weather calibration should match field data within 10%. Adjust lift station parameters based on system response observed during calibration event using SCADA records and meter responses.

FNI will prepare mapping and profiles at selected calibration points showing metered vs. modeled dry weather calibration flows, depths, and velocities and meet with the City to present dry weather calibration results. Selected calibration points will consist of the flow monitoring locations and any other locations where flow or level data is available through SCADA.

### **D7. Wet Weather Calibration**

Review flow meter data and select one (1) wet weather calibration storm events, if available. Perform wet weather calibration on selected wet weather flow event using calibrated peak I/I. Calibrate to within 15%. Adjust model parameters to calibrate flow velocity and flow depth. Adjust lift station parameters based on system response observed during calibration events using SCADA records and meter responses. Prepare mapping showing metered vs. modeled wet weather calibration results and meet with the City to present wet weather calibration results for the selected two wet weather calibration events.

## **TASK E. WASTEWATER SYSTEM PERFORMANCE ANALYSIS**

### **E1. Design Criteria Evaluation**

FNI will evaluate and recommend wastewater system planning criteria, including design flows, minimum and maximum pipeline velocities, DEQ requirements, and surcharging guidelines. The criteria will be based on the desired Level of Service and will determine what surcharging, if any, is allowed, minimum and maximum velocity constraints, etc. Criteria will be developed for overall master planning purposes, development reviews, and environmentally sensitive areas.

### **E2. Design Storm Review**

FNI will utilize the 5-year, 6-hour design storm utilized for Phase 1 of the capacity assessment. FNI will verify with City staff that the 5-year, 6-hour storm is the desired Level of Service for application and identification of future capacity restrictions.

### **E3. Existing System Evaluation**

FNI will run the calibrated wastewater model with the selected design storm and identify existing surcharging and overflow locations and other capacity restriction issues. FNI will evaluate the impacts of critical elements (special structure) and lift station modifications on the existing system evaluation results. FNI will prepare mapping and model results showing all surcharging and overflow locations by magnitude and locations. FNI will categorize manholes by overflow amounts during design storm and sewer line surcharging by amounts during design event.

### **E4. Develop Future Model Scenarios**

FNI will utilize 5-year, 10-year, and 20-year wastewater model scenarios under design storm conditions to determine the system response for surcharging and overflow events. FNI will conduct an evaluation of special structures and lift stations under design storm conditions for each planning period. FNI will utilize the future system model scenarios to analyze the impact of future growth and redevelopment on the wastewater collection system. FNI will apply the selected design storm(s) to the future system models to locate potential future system deficiencies based on specified design criteria.

### **E5. Develop System Improvements Alternatives for the 5-, 10-, and 20-year Planning Periods**

Using the results of future models, develop improvements to eliminate excessive surcharging and overflows in the system resulting from increased wastewater flow from projected future development and redevelopment. Develop improvements alternatives for gravity lines, lift stations, force mains, and special structures. Improvements needed to correct existing deficiencies will also be included. Utilize model results to develop improvements to serve areas that are currently not developed. Develop mapping showing improvements required for the 5-year, 10-year, and 20-year planning periods as well as improvements needed to correct existing deficiencies.

## **TASK F. RISK BASED ASSESSMENT AND PRIORITIZED RENEWAL CIP**

### **F1. Document Age and Material of Pipelines with available data**

FNI will utilize GIS shapefiles, as-builts, work orders, CCTV results, and any other available data to determine the age and material of wastewater lines in the existing wastewater collection system.



## **F2. Develop Condition and Criticality Scoring Parameters**

FNI will develop a draft condition and criticality scoring program for wastewater system pipelines and lift stations. FNI will submit to Midwest City Staff to obtain input on draft parameters.

- Potential condition parameters include:
  - Pipe age
  - Pipe material
  - Maintenance history
  - Soil conditions
- Potential criticality parameters include:
  - Number of customers served
  - Ease of access for repairs
  - Environmental impact
  - System redundancy
  - Critical facilities, e.g. hospitals and schools
  - Alley/street condition/replacement schedule
  - Aerial Crossings

## **F3. Map Modeled Lines and Manholes to Existing GIS**

Conduct a static integration of modeling data to match modeled pipes and manholes to extract key information to match unique collection system asset data within GIS.

## **F4. Apply Condition and Criticality Scoring System to Pipelines**

Based on available data, FNI will utilize InfoAsset Planner software to apply the condition and criticality scoring system to collection pipeline network. Each line segment will receive a condition, criticality, and overall risk score and an overall prioritized ranking of pipelines will be prepared. FNI will develop large scale color-coded mapping of the results of the condition, criticality, and risk scoring analysis.

## **F5. Develop Prioritized Pipeline Capacity CIP based on Risk Scoring**

FNI will utilize the risk scores to prioritize capacity improvement projects, but will not develop a renewal CIP as part of the collection system master plan.

## **TASK G: LIFT STATION CONDITION ASSESSMENT:**

### **G1. Review As-Builts and Document Lift Station Information:**

FNI will verify the configuration of lift stations with as-built drawings. FNI will obtain lift station flow data for reviewing the capacity of each station.

### **G2. Develop Lift Station Site Evaluation Form:**

FNI will develop a data sheet to use to document the condition for each parameter of lift stations including pumps, electrical, structural, and other physical data. The site evaluation form will document all known and pertinent information at each station.

### **G3. Lift Station Drawdown Testing:**

The project team will verify lift station dimensions using available as-built data. The project team will then conduct a lift station drawdown test. The team will test each pump to determine the capacity. Prior to performing the drawdown testing, the City will provide an inventory of each lift station noting which pumps and valves are

operational. The City will also note which stations have pressure gauges and flow meters. The City will also test the electrical equipment prior to the project team manually testing each pump.

**G4. Conduct Lift Station Condition Assessments:**

FNI will visit up to fifteen (15) lift stations with City staff to assess the condition of the facilities. Data sheets will be compiled documenting the condition of each parameter being evaluated such as pumps, electrical, structural, and other physical data. FNI will take pictures of all components and document in digital library for each station. FNI will assign a condition score to each lift station based on site visits, maintenance history, staff input, and previous studies. FNI will assign criticality scores based on parameters such as population served, system redundancy, and environmental impact.

**G5. Summarize Historical Repair Data:**

FNI will review and evaluate CMMS work order history and maintenance data to determine stations to focus renewal efforts.

**G6. Develop Condition and Criticality Scoring Parameters:**

FNI will develop a draft condition and criticality scoring program for wastewater lift stations. FNI will meet with City Staff to obtain input on draft parameters.

- Potential condition parameters include:
  - Facility Age
  - Maintenance history
  - Inspection results
  - Capacity
- Potential criticality parameters include:
  - Number of customers served
  - Ease of access for repairs
  - Environmental impact
  - Critical facilities served, e.g. hospitals and schools

**G7. Assign Condition and Criticality Scores to Lift Stations:**

Based on available data, FNI will apply the condition and criticality scoring system to each lift station. Each lift station will receive a condition, criticality, and overall risk score and an overall prioritized ranking will be prepared. FNI will develop large scale color-coded mapping of the results of the condition, criticality, and risk scoring analysis.

**G8. Progress Meeting:**

FNI will meet with the City Staff to discuss the condition and criticality scoring for each station.

**G9. Develop Detailed Lift Station Site Sheets:**

FNI will develop data summary sheets summarizing each lift station. The following will be included in the summary sheets where information is available:

- Lift Station name and address (existing and future)
- Upstream Interceptors and Basins
- Design Flow
- Population Served
- Wet Well Dimensions
- Operational Scheme (existing and future)
- Future developments served by each station
- Pump Data

- i. Size
- ii. Number
- iii. Manufacturer Pump Curves
- iv. Nameplate Data

FNI will provide a shapefile to the City summarizing all attribute information and scores assigned from the study

**G10. Develop Prioritized Renewal Plan:**

FNI will utilize the condition and criticality scores to develop renewal risk ratings for lift stations. The resulting risk ratings, along with the results of the hydraulic modeling, will be used to prioritize lift station renewal projects, which will be incorporated into the overall CIP.

**G11. Develop Draft CIP Costs, Schedule, and Mapping:**

Develop costs for each proposed renewal capacity project in Year 2024 dollars including engineering and contingencies. CIP Scheduling will be based on the modeling results and include engineering time periods. Large scale citywide maps will be produced showing proposed projects, costs, and recommended in-service dates of proposed projects.

**TASK H. CAPITAL IMPROVEMENTS PLAN AND WASTEWATER MODELING SERVICES REPORT**

**H1. Develop Draft Capital Improvement Plan (CIP) Costs, Schedule, and Mapping**

FNI will develop a Capital Improvements Plan based on growth needs. Costs for each proposed project will be developed in Year 2023 dollars, including engineering and contingencies. Large-scale system-wide maps will be produced showing proposed projects, costs, and recommended in-service dates of proposed projects. FNI will also prepare a one-page summary for each project, including a detailed description, issue, project map with planning level alignment, cost, proposed dates, and justification.

**H2. Meet to Review Draft Capital Improvement Plan**

FNI will meet with the City to discuss the draft CIP, project phasing, and analyze alternative completion dates as necessary.

**H3. Prepare Draft Wastewater Master Plan Report**

FNI will prepare a draft Wastewater Master Plan Report summarizing wastewater flow projections, model calibration, existing and future system analysis, and CIP development. FNI will deliver one (1) electronic PDF file of the draft report to the City.

**H4. Meet to Review Draft Report**

FNI will meet with the City to discuss the draft report. FNI will solicit comments to be incorporated into the final report.

**H5. Revise Wastewater Master Plan Report to Incorporate Comments**

FNI will revise the report based on comments from the City and submit one (1) final hard copies and one (1) electronic copy in PDF format of the Wastewater Master Plan Report.

#### **H6. Coordination Meetings with Garver**

FNI will attend up to three (3) coordination meetings with Garver and the City to gather and share information regarding the Wastewater Collection System and Wastewater Facility Master Plans. During these coordination meetings, FNI, Garver, and the City will collectively determine the prioritization of projects by planning horizon together.

#### **H7. Comprehensive Wastewater Master Plan Report**

FNI will incorporate results from the Wastewater Collection System Master Plan and the Wastewater Treatment Facility Master Plan into a final, single Executive Summary document. Garver will write the executive summary portion of the Wastewater Treatment Facility Master Plan and FNI will incorporate the written document from Garver into the Final Comprehensive Wastewater Master Plan Report.

#### **H8. City Management Presentation**

FNI will prepare and attend one (1) City Management presentation to present the results of the Wastewater System Master Plan.

#### **H9. Council Presentation**

FNI will prepare and attend one (1) City Council presentation to present the results of the Wastewater System Master Plan.

#### **SUMMARY OF DELIVERABLES:**

- Wastewater System Capital Improvements Program
- Lift Station Condition Assessment
- Draft Wastewater Collection System Master Plan Report
- Final Wastewater Collection System Master Plan Report
- Final Comprehensive Wastewater Master Plan Report
- Calibrated Wastewater Model
- Council Presentation
- All electronic project files

#### **ARTICLE II**

**SPECIAL SERVICES:** FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project: NA

#### **ARTICLE III**

**ADDITIONAL SERVICES:** Additional Services to be performed by FNI, if authorized by Client, which are not included in the above described basic services, are described as follows:

- A. Wastewater pipeline condition assessment.
- B. Making revisions to drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by Client or 2) due to other causes not solely within the control of FNI.

- C. Meeting or trips in excess of the number of meetings included in Article I for coordination meetings, public meetings or other activities. Additional meetings requested by the client in excess of those included in Article I will be billed hourly in accordance with the rates outlined in Attachment CO.
- D. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- E. Preparing data and reports for assistance to Client in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- F. Revisions, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- G. Providing basic or additional services on an accelerated time schedule. This includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Client.
- H. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- I. Providing document revisions in excess of those outlined in Article I.

#### ARTICLE IV

**TIME OF COMPLETION:** FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in 18 months from Notice to Proceed.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

#### ARTICLE V

**RESPONSIBILITIES OF CITY:** City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.
- B. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

- D. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- E. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as City may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as City may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as City may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- F. Give prompt written notice to FNI whenever City observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- G. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

**DESIGNATED REPRESENTATIVES:** FNI and City designate the following representatives:

CITY's Primary Contact	Name: Carrie Evenson Address: 8730 SE 15 <sup>th</sup> Street Midwest City, OK 73110 Phone: 405-739-1062 Email: CEvenson@MidwestCityOK.org
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CITY's Accounting Contact	Name: Carrie Evenson Address: 8730 SE 15 <sup>th</sup> Street Midwest City, OK 73110 Phone: 405-739-1062 Email: CEvenson@MidwestCityOK.org
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FNI's Primary Contact	Name: Clay Herndon Address: 3600 NW 138th Street, Suite 202, Oklahoma City, OK 73134 Phone: 405-252-5934 Email: wch@freese.com
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FNI's Accounting Contact	Name: Lisa Broussard Address: 12770 Merit Drive, Suite 900 Dallas TX 75251 Phone: 972-331-6021 Email: lisa.broussard@freese.com
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**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Freese and Nichols, Inc.**  
**And**  
**THE CITY OF MIDWEST CITY**

**ATTACHMENT “B”**

The scope of work for Tasks A through H will be completed for a **LUMP SUM** fee of **\$850,000 INCLUSIVE OF EXPENSES** and Special Services will be completed for a **NOT TO EXCEED** fee of **\$0 , INCLUSIVE of EXPENSES**, for a total fee of \$850,000. Additional Services will be provided upon request from the Owner and authorized in writing before commencing work.

**Fee Breakdown by Task**

<b>Task</b>	<b>Description</b>	<b>Total Fee</b>
<b>Contract Adjustments</b>		
A-G	ORIGINAL CONTRACT AMOUNT	<b>\$ 296,000</b>
	AMENDMENT 1	-
H1-H6	AMENDMENT 2	<b>\$ 77,645</b>
<b>Basic Services</b>		
A	Project Management	<b>\$ 50,000</b>
B	Flow Monitoring and I/I Characterization	<b>\$ 237,000</b>
C	Population and Wastewater Flow Projections	<b>\$ 31,500</b>
D	Wastewater Model Development and Calibration	<b>\$ 170,500</b>
E	Wastewater System Performance Review	<b>\$ 55,500</b>
F	Risk Based Assessment and Prioritized Renewal CIP	<b>\$ 70,500</b>
G	Lift Station Condition Assessment	<b>\$ 135,000</b>
H	Capital Improvements Plan and Master Plan Report	<b>\$ 100,000</b>
<b>Sub-total: Basic Services (LUMP SUM)</b>		<b>\$ 850,000</b>
<b>Special Services</b>		
I	SPECIAL SERVICES	<b>\$ N/A</b>
<b>Sub-total: Special Services (NOT TO EXCEED)</b>		<b>\$ N/A</b>
<b>Grand Total of New Proposed Scope of Work</b>		<b>\$ 850,000</b>
<b>NEW CONTRACT TOTAL</b>		<b>\$ 1,223,645</b>

**To:** Honorable Mayor and Council  
**From:** Matt Summers, Director of Planning & Zoning  
**Date:** January 23, 2024

**Subject:** (PC-2159) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from Community Commercial District (“C-3”) to General Commercial District (“C-4”), and; a Special Use Permit (SUP) to allow Automotive and Equipment: Heavy in the (C-4) General Commercial District for the property described as Lots Five (5) and Six (6) and the West Forty-Five (45) feet of Lot Four (4), in Block One (1) of Country Estates Third Addition, Oklahoma County, Oklahoma, located at 7415 SE 15<sup>th</sup> St., Midwest City

**Executive Summary:** The applicant, Matthew Wilson, is requesting to rezone the subject property from Community Commercial District to General Commercial District, and is requesting a Special Use Permit to allow Automotive and Equipment: Heavy.

Mr. Wilson would like to offer services that exceed what is allowable in its current governing zoning district. The rezone and Special Use Permit would allow for him to repair both heavy and light vehicles, operate his existing wrecker service, and temporary storage of damaged vehicles.

The lot meets minimum lot size requirements for the C-4 zoning district. If the rezone is approved, the development regulations for C-4, General Commercial District shall be observed.



The subject property abuts residential districts to the north and west and shall be responsible for screening and landscaping in accordance with all provisions of Zoning Regulations Section 5.2 Screening and Landscaping.

If this application is approved, the applicant will need to apply for the appropriate building permits through the Engineering and Construction Services Department if any modifications are needed to accommodate the extra allowable uses. All applicable code requirements shall be observed.

At the time of this writing, staff has not received any comments regarding this case.

Both state and local notification requirements were met.

Staff recommends approval of the rezone and the Special Use Permit with the conditions that damaged vehicles being temporarily stored on the site are kept behind the sight-proof fence on the property and that the Special Use Permit expires with the occupancy of Lonewolf Auto. If and when a new tenant applies for occupancy and wants to provide services defined as Automotive and Equipment: Heavy, they will need to apply for their own Special Use Permit.

The Applicant was present and addressed the Planning Commission.



The Planning Commission unanimously recommended approval of this item. Action is at the discretion of the Council.

**Dates of Hearing:**

Planning Commission- January 2, 2024

City Council- January 23, 2024

**Date of Pre-Development Meeting:**

November 3, 2023

**Council Ward:** Ward 1, Susan Eads

**Owner:** Matthew Wilson; Hope Roadside Services, LLC.

**Applicant:** Matthew Wilson

**Proposed Use:** Lonewolf Auto

**Size:** The property contains an area of 12,000 square feet, more or less.

**Development Proposed by Comprehensive Plan:**

Area of Request- Office/Retail

North- Office/Retail

South- Low Density Residential; Office/Retail

East- Office Retail

West- Low Density Residential

**Zoning Districts:**

Area of Request- Community Commercial District (“C-3”)

North- Community Commercial District (“C-3”); Single-Family Detached Residential District (“R-6”)

South- Single-Family Detached Residential District (“R-6”)

East- Community Commercial District (“C-3”)

West- Single-Family Detached Residential District (“R-6”)

**Land Use:**

Area of Request- Lonewolf Auto

North- Single-family residences

South- Single-family residences; Vacant single-family residential lots

East- Uptown Center

West- Single-family residence

**Comprehensive Plan Citation:**

The future zoning land use for the subject lots is Commercial, therefore an amendment to the Comprehensive Plan is not needed.

Commercial Land Uses

Areas designated for commercial land use are intended for a variety of commercial uses and establishments with outside storage, displays, and sales. Examples of such uses include automobile-related services, manufactured home sales, self-storage units, welding shops, and pawnshops. Commercial uses often locate along major

thoroughfares not because they need the visibility, as retail uses generally do, but because they need the accessibility.

In addition to looking to the Future Land Use Map as a tool, we should also consider the compatibility of adjoining and nearby uses when determining the appropriateness of a zone change application. In general, Commercial uses are not compatible with residential uses due to the additional noise, odor, and other potential adverse impacts they generate. The subject property has been used for many years as more of a commercial use with adjoining residential properties. The proposed zone change and special use permit should not significantly alter the character of the area, but it is important to note that the Applicant is responsible for providing all screening required by ordinance to lessen the impact of the proposed use on the adjoining residences.

**Municipal Code Citation:**

2.21. – C-4, General Commercial

2.21.1. *General Description.* This commercial district is designed for the conduct of personal and business services and the general retail trade of the community and the surrounding area.

Because the permitted uses may serve and employ large numbers of people, the activities conducted and traffic generated make this district very incompatible with residential development.

Therefore, this district should be utilized at points of direct access from freeways, expressways, and arterial intersections, or in areas identified for heavy commercial activity that will be well separated from nearby residential areas. Outdoor storage and display is permitted.

7.6. – Special Use Permit

7.6.1. *General Description and Authorization.* The uses listed under the various districts as special use permits are so classified because they more intensely dominate the area in which they are located than do other uses permitted in the district.

(A) *Consideration for compatibility.* With consideration given to setting, physical features, compatibility with surrounding land uses, traffic, and aesthetics, certain uses may locate in an area where they will be compatible with existing or planned land uses.

(B) *Review and approval.* The Planning Commission shall review each case on its own merit, apply the criteria established herein, and recommend either approval or denial of the special use permit to the City Council. Following the Planning Commission's recommendation, the City Council shall review each case on its own merit, apply the criteria established herein, and, if appropriate, authorize said use by granting a special use permit.

(C) *Use identified by individual zoning district.* If a special use permit is granted it shall be for all the uses permitted in the specified district plus the special use permit requested.

7.6.2. *Application.* Application and public hearing procedures for a special permit shall be completed in the same manner as an application for rezoning. A site plan shall be included with the application as outlined in 7.5 Site Plan (Page 183).

7.6.3. *Criteria for Special 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 to serve the proposed use shall meet the adopted codes of the city.

(B) *Specific conditions.* The City Council may impose specific conditions 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.

7.6.4. *Status of Special Use Permits.* Once a special use permit has been granted for a lot, said special use permit may not be expanded to another lot without application for a new special use permit. Provided, however, churches may expand if the property on which said church will be located is owned, as reflected by official records kept by the Registrar of Deeds for Oklahoma County, Oklahoma, on or prior to June 22, 1982.

7.6.5. *Expiration of Special Use Permits.* All special use permits shall expire by default:

A) *Non-establishment.*

(1) If the use is not established within twelve (12) months and no extension is approved.

(2) When a building permit has not been issued for construction within twelve (12) months of City Council approval the applicant or owner may request a hearing for an extension of the initial special use permit approval.

(3) Good cause for an extension shall mean that the owner shows evidence that he has contractors or applications for continual development within the next year following the original approval.

(B) *Discontinuance.* If the use once established has been discontinued for a period of twelve (12) months or abandoned.

(C) *Lack of substantial compliance.* Whenever the Community Development Director finds that any proposed construction or occupancy will not, in his opinion, substantially comply with the special use permit, he shall refer the question to the City Council for its review.

(D) *Amendment.* When the holder of a special use permit determines that an extension of time or modification of the use is necessary, he may apply for amendment in the same manner as the original application. The amendment shall be processed in the same manner as an original application.

*The following use is permitted in General Commercial District with a Special Use Permit:*

4.4.11. Automotive *and* Equipment: Heavy. Repair of motor vehicles such as aircraft, boats, recreational vehicles and trucks, as well as the sale, installation and servicing of automotive equipment and parts together with body repairs, painting and steam cleaning.

**History:**

1. A Certificate of Occupancy was issued for Lonewolf Auto in August of 2023.
2. Planning Commission unanimously recommended approval of this item January 2, 2024.

**Next Steps:**

If Council approves this rezone, the applicant will need to apply for the appropriate building permits through the Engineering and Construction Services Department if any modifications are needed to accommodate the extra allowable uses.

**Staff Comments-**

*There are numerous construction requirement references made in the Engineering, Fire Marshal, and Public Works portions of this report. The intent of the Municipal Code is to directly involve the applicant in continued community development activities such as extending public sewer and water and making street improvements, for examples. This is a rezoning & special use permit 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.*



**Google Earth Image of Property (View from SE 15<sup>th</sup> Street)**

**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 parcel, an eight (8) inch line running along the south side of S.E. 15<sup>th</sup> 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, a six (6) inch line running along the north side of the subject property. Any new building permit will require tying into the public sewer system as outlined in Municipal Code 43-109.

**Streets and Sidewalks**

Access to the parcel is from S.E. 15<sup>th</sup> Street using an existing drive. S.E. 15<sup>th</sup> Street is classified as a secondary arterial in the 2008 Comprehensive Plan. Public road and sidewalk improvements are not required as part of this application.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is shown to be in an Area of Minimal Flood Hazard on Flood Insurance Rate Map (FIRM) number 40109C0310H, dated December 18th, 2009. Public drainage and detention improvements are not required as part of this application.

Easements and Right-of-Way

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

**Fire Marshal's Comments:**

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

**Public Works' Comments:**

Line Maintenance, Sanitation, & Stormwater

- No comments.

**Planning Division:**

Staff met with the applicant November 3, 2023 for a pre-development meeting.

Mr. Wilson would like to offer services that exceed what is allowable in its current governing zoning district. The rezone and Special Use Permit would allow for him to repair both heavy and light vehicles, operate his existing wrecker service, and temporary storage of damaged vehicles.

The lot size meets minimum lot size requirements for the C-4 zoning district. If rezone is approved, the development regulations for C-4, General Commercial District shall be observed.

Property abutting a residential district shall be screened and landscaped in accordance with all provisions of 5.2 Screening and Landscaping.

Staff recommends approval of rezone and the Special Use Permit with the conditions that the Special Use Permit expires with the occupancy of Lonewolf Auto. If and when a new tenant applies for occupancy and wants to provide services defined as Automotive and Equipment: Heavy, they will need to apply for their own Special Use Permit; and that the temporary storage of damaged vehicles are stored behind the sight-proof fence on the property.

**Action Required:**

Approve or reject to amend the ordinance to redistrict from Community Commercial District ("C-3") to General Commercial District ("C-4") for the property noted herein, subject to staff comments as found in the January 23, 2024 agenda packet and made part of PC-2159 file.

**Suggested Motions:**

*"To approve the ordinance redistricting 7415 SE 15<sup>th</sup> Street to the General Commercial zoning district subject to Staff Comments found in the January 23, 2024 Council agenda packet and made a part of the PC-2159 file."*

*"To approve the Special Use Permit for 7415 SE 15<sup>th</sup> Street to allow the use of Automotive and Equipment: Heavy in the C-4, General Commercial District subject to Staff Comments found in the January 23, 2024 Council agenda packet and made part of the PC-2159 file."*

Please feel free to contact Emily Richey, the Current Planning Manager, at (405) 739-1223 with any questions.

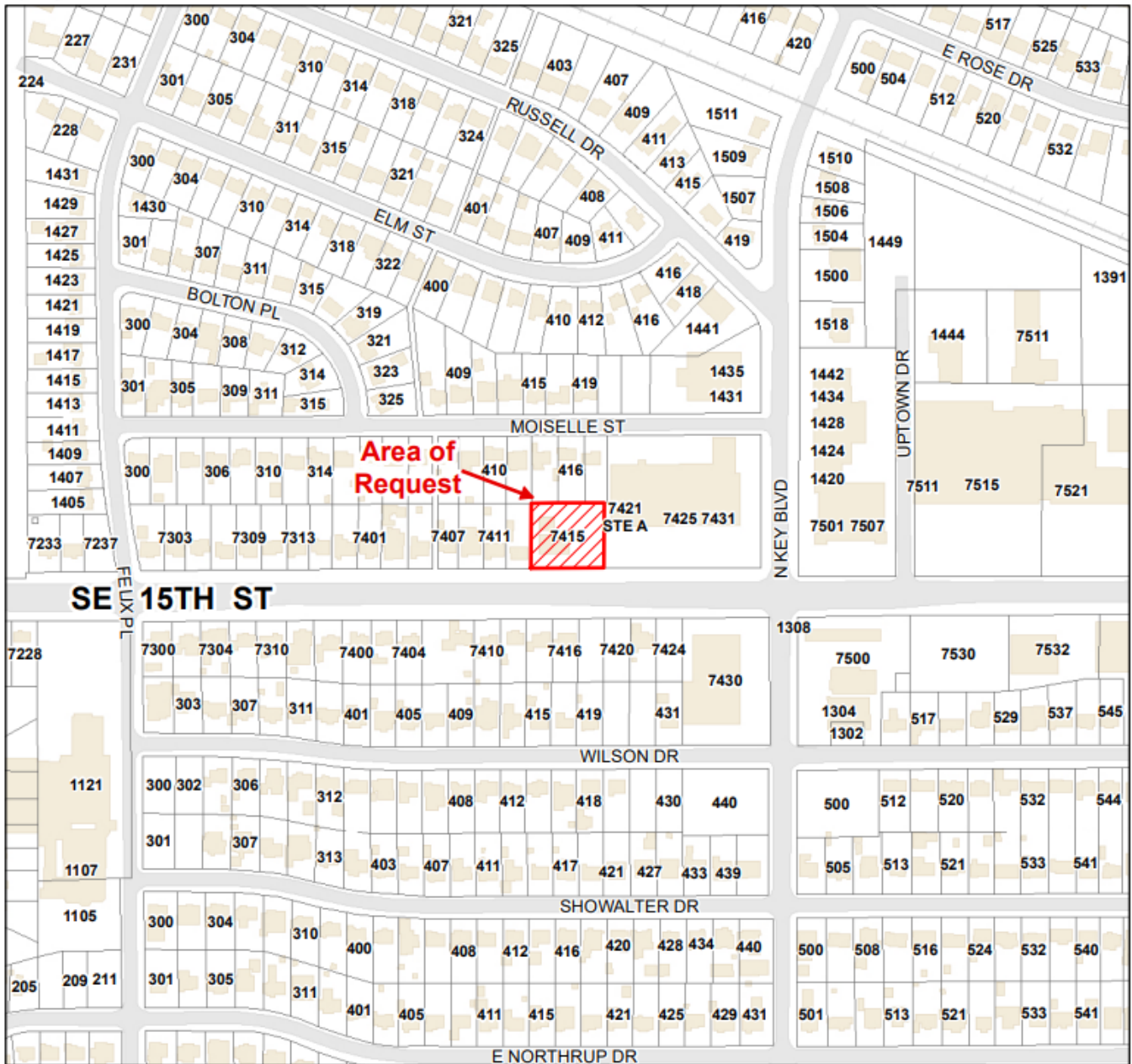
A handwritten signature in black ink that reads "Matt Summers". The signature is written in a cursive, flowing style.

Matt Summers, AICP

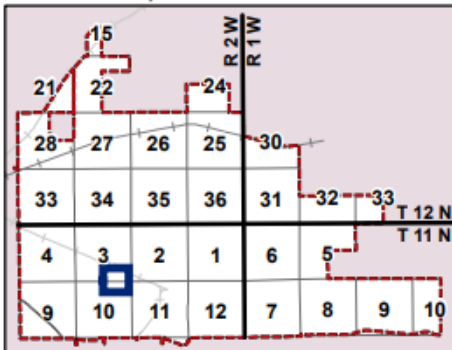
Director of Planning & Zoning



Community Development / Information Technology - GIS



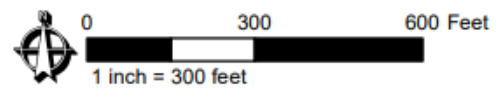
Locator Map



General Map Legend

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

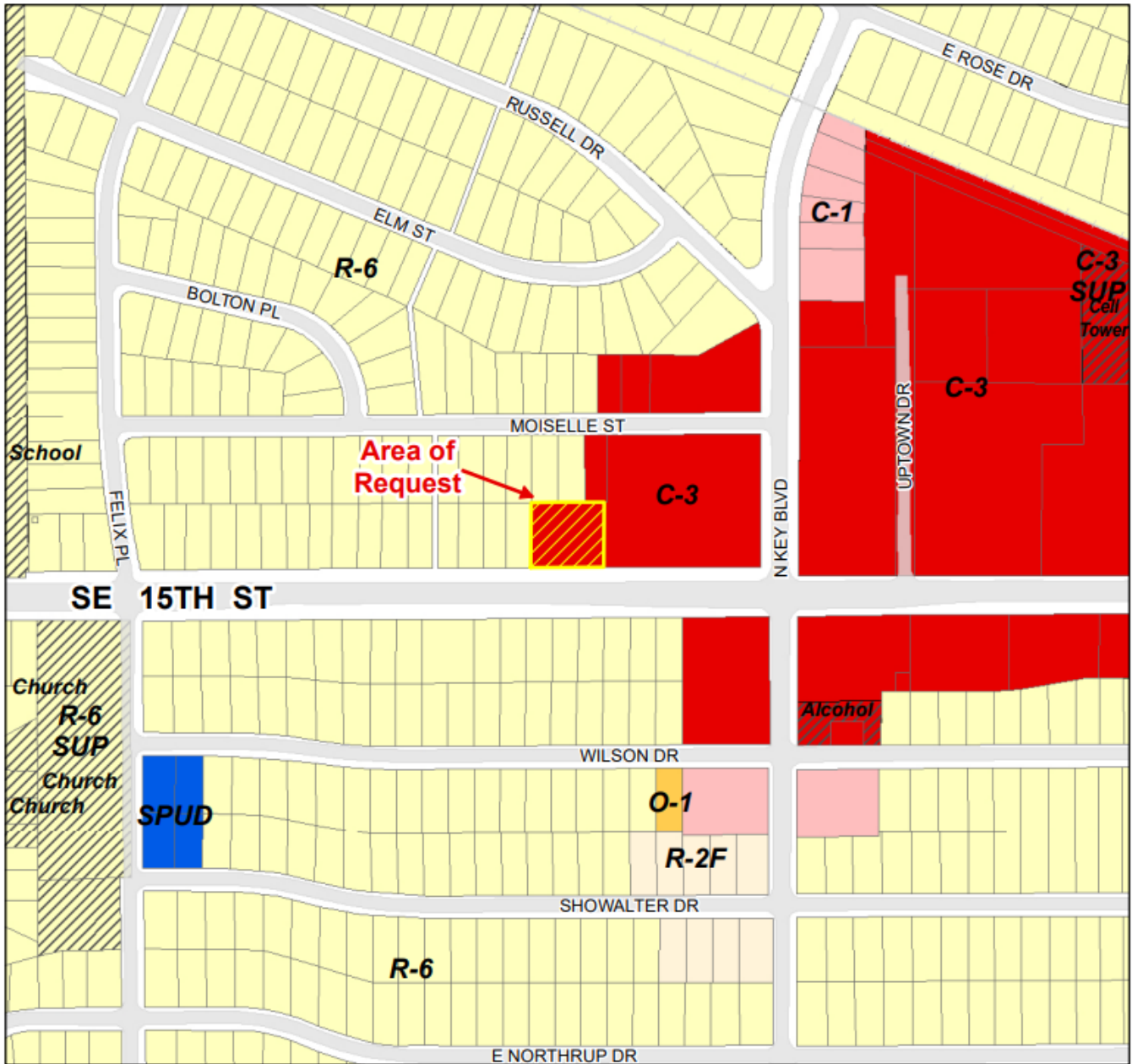
**GENERAL MAP FOR  
PC-2159  
(SE/4, Sec 3, T11N, R2W)**



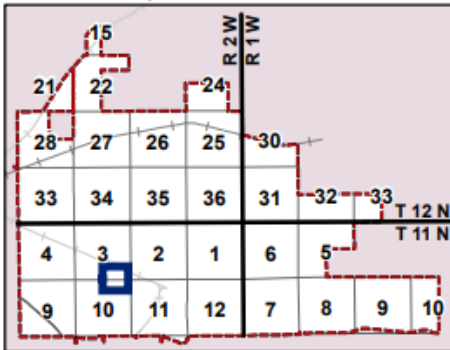
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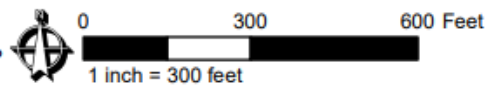
Locator Map



Current Zoning Legend

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

**ZONING MAP FOR  
PC-2159  
(SE/4, Sec 3, T11N, R2W)**

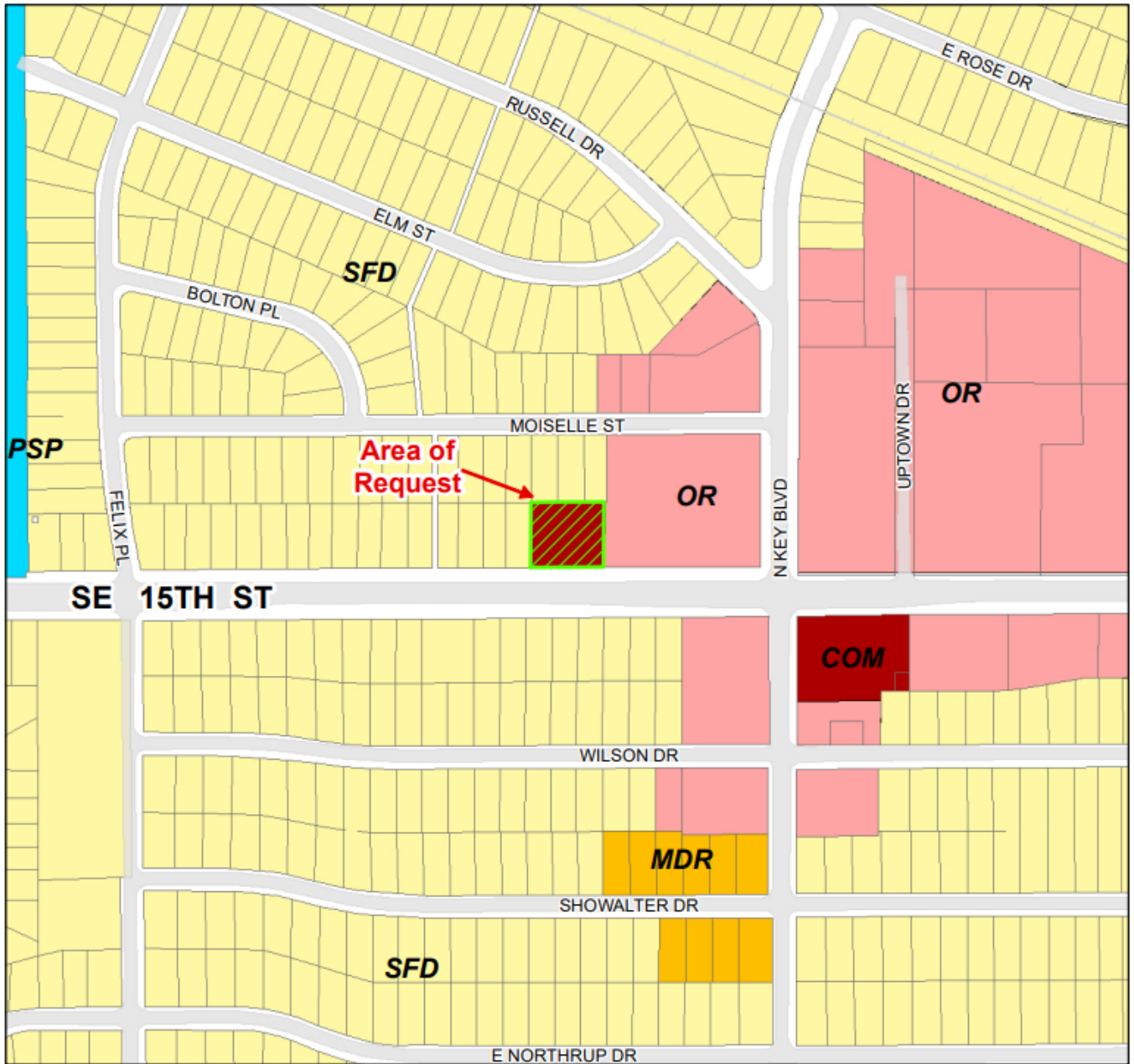


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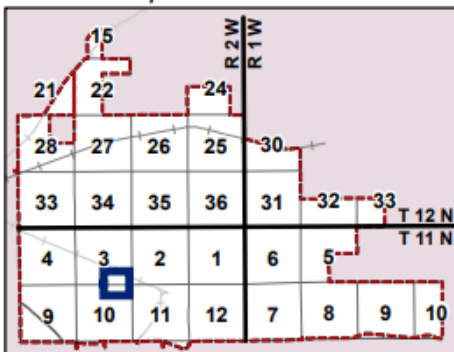




Community Development / Information Technology - GIS



Locator Map

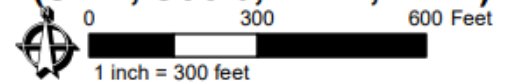


Future Land Use Legend

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

**FUTURE LAND USE  
 MAP FOR  
 PC-2159**

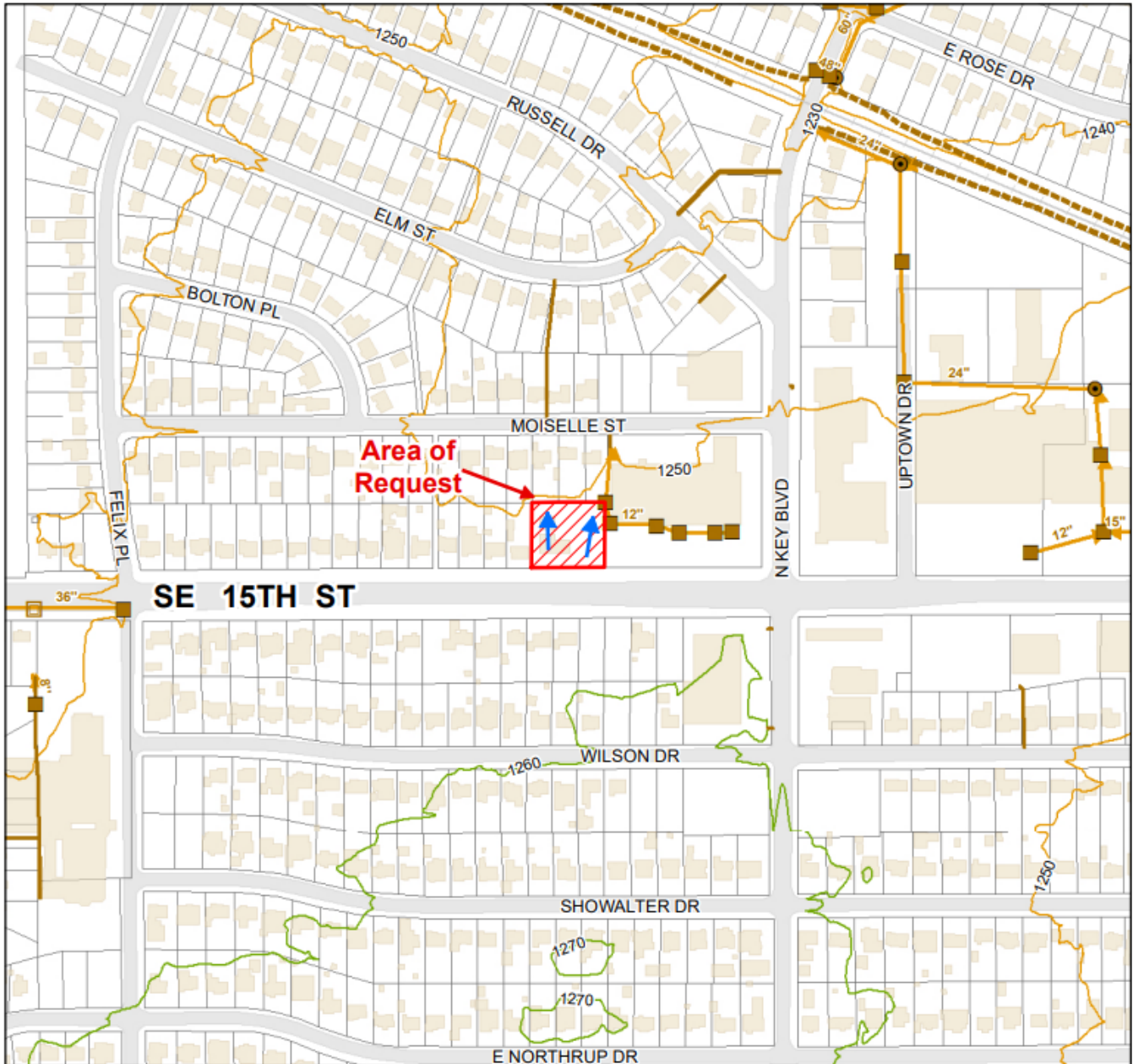
**(SE/4, Sec 3, T11N, R2W)**



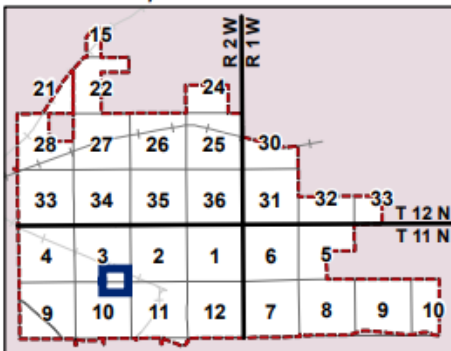
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Locator Map

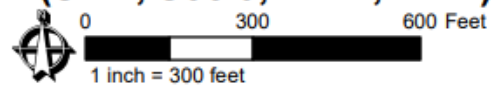


- Drainage Legend**
- Curb Inlets
  - Inlets
  - Junction Box
  - Culverts
  - Flumes
  - Developed Channels
  - Trickle Channels
  - Undeveloped Channels
  - Storm Lines
  - Creeks
- ELEVATION**
- 1166-1204 ft
  - 1204-1228 ft
  - 1228-1250 ft
  - 1250-1278 ft
  - 1278-1324 ft

**2009 FEMA Floodplains**

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

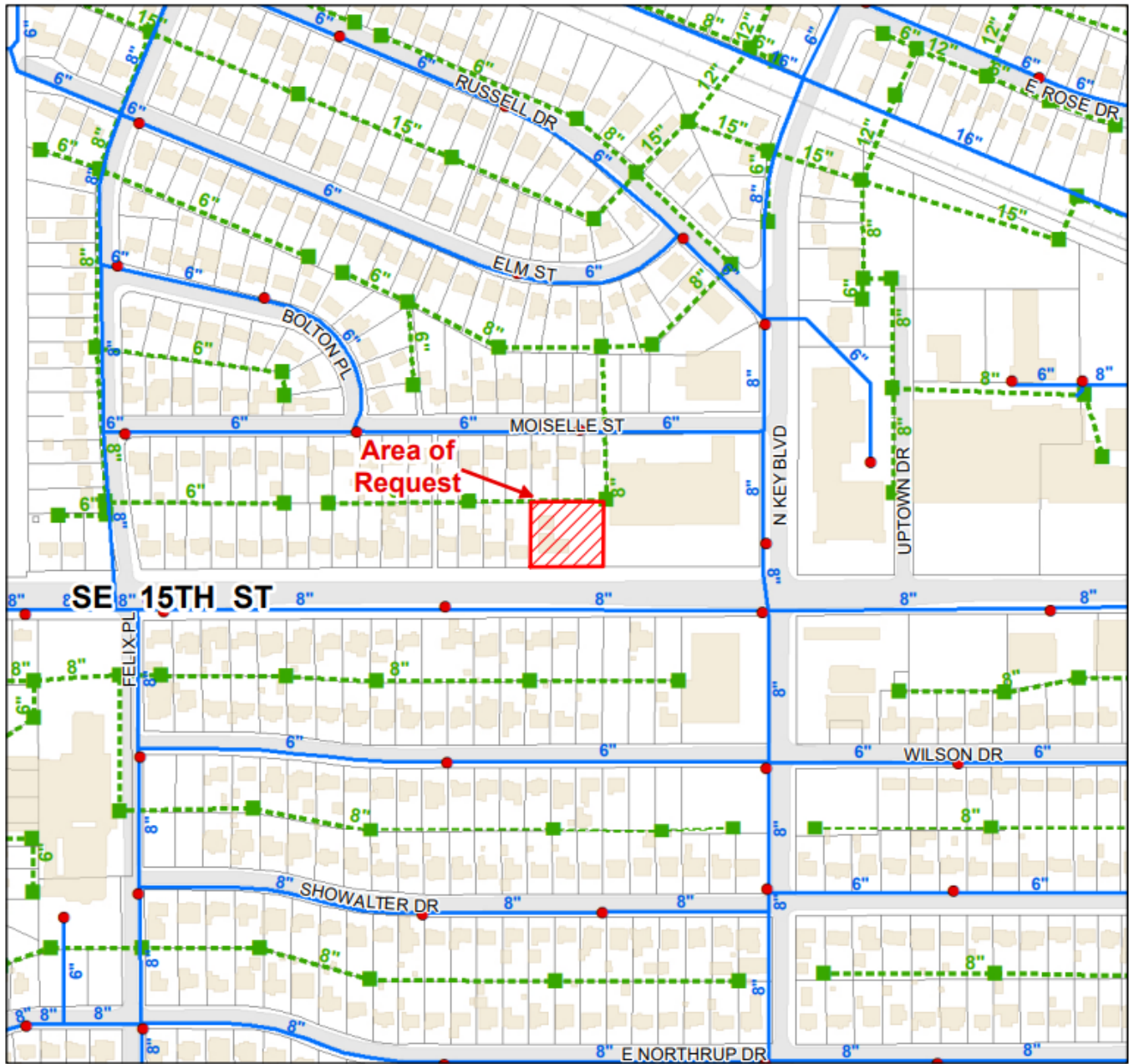
**DRAINAGE  
LOCATION MAP FOR  
PC-2159  
(SE/4, Sec 3, T11N, R2W)**



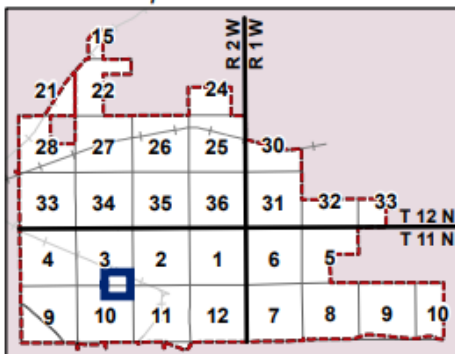
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Community Development / Information Technology - GIS



Locator Map

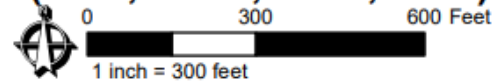


Water/Sewer Legend

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

**WATER/SEWER LINE  
 LOCATION MAP FOR  
 PC-2159**

(SE/4, Sec 3, T11N, R2W)



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1 **PC-2159**

2 **ORDINANCE NO. \_\_\_\_\_**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**  
4 **DESCRIBED IN THIS ORDINANCE FROM C-3, COMMUNITY COMMERCIAL DIS-**  
5 **TRICT TO C-4, GENERAL COMMERCIAL DISTRICT, AND DIRECTING AMEND-**  
6 **MENT OF THE OFFICIAL ZONING DISTRICT MAP TO REFLECT THE RECLASSI-**  
7 **FICATION OF THE PROPERTY’S ZONING DISTRICT; AND PROVIDING FOR RE-**  
8 **PEALER AND SEVERABILITY**

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

10 **ORDINANCE**

11 **SECTION 1.** That the zoning district of the following described property is hereby reclassified  
12 from C-3, Community Commercial District to C-4, General Commercial District subject to the  
13 conditions contained in the PC-2159 file, and that the official Zoning District Map shall be  
14 amended to reflect the reclassification of the property’s zoning district as specified in this ordi-  
15 nance:

16 For the property described as Lots Five (5) and Six (6) and the West Forty-Five (45) feet of  
17 Lot Four (4), in Block One (1) of Country Estates Third Addition, Oklahoma County, Okla-  
18 homa, located at 7415 SE 15<sup>th</sup> St., Midwest City.

19 **SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are  
20 hereby repealed.

21 **SECTION 3. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is  
22 for any reason held to be invalid, such decision shall not affect the validity of the remaining por-  
23 tions of the ordinance.

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

26 THE CITY OF MIDWEST CITY, OKLA-  
27 HOMA

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

30 ATTEST:

31 \_\_\_\_\_  
32 SARA HANCOCK, City Clerk

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

34 \_\_\_\_\_  
35 DONALD MAISCH, City Attorney

**To:** Honorable Mayor and Council  
**From:** Matt Summers, Director of Planning & Zoning  
**Date:** January 23, 2024

**Subject:** (PC-2161) Public hearing, discussion, consideration, and possible action of a resolution to amend the Comprehensive Plan from Single-Family Detached Residential Land Use to Medium Density Residential Land Use; and an ordinance to redistrict from Single-Family Detached Residential District (“R-6”) to Two-Family Attached Residential District (“R-2F”), for the property described as a part of the Northeast Quarter (NE/4) of Section Ten (10), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 301 E. Marshall Dr., Midwest City.

**Executive Summary:** The applicant, Ms. Ebenezer Judy Adedun Sr., is requesting to amend the Comprehensive Plan to Medium Density Residential Land Use for the subject property and rezone the subject property from Single-Family Detached Residential District to Two-Family Attached Residential District.

There is an existing single-family residence on the property, and the applicant is proposing to convert it into one (1) duplex.

The lot meets minimum lot size requirements for the R-2F zoning district. If the rezone is approved, the development regulations for R-2F, Medium Density Residential District shall be observed as well as exterior construction requirements, and landscaping requirements.

Two (2) off-street parking spaces per dwelling unit shall be required.

Staff recommends separate water meters for billing purposes. If applicant chooses to use one meter to service both dwellings, the owner/property manager will be required to have services in their name at all times.

If the rezone is approved, the applicant will need to apply for all necessary building permits through the Engineering and Construction Services Department. All applicable code requirements shall be observed.

At the time of this writing, staff has not received any comments regarding this case.

Both state and local notification requirements were met.

Staff recommends approval of this rezone, but notes that proposal is subject to formal site plan review when building permit is pulled, as well as review from Engineering and Construction Services.

The Applicant was present and addressed the Planning Commission.



The Planning Commission unanimously recommended approval of this item. Action is at the discretion of the Council.

**Dates of Hearing:**

Planning Commission- January 2, 2024

City Council- January 23, 2024

**Date of Pre-Development Meeting:**

October 19, 2023

**Council Ward:** Ward 1, Susan Eads

**Owner:** New Beginning Apostolic Ministries, Inc.

**Applicant:** Ebenezer Judy Adedun Sr.

**Proposed Use:** Duplex

**Size:** The subject property contains an area of 0.28 acres, more or less.

**Development Proposed by Comprehensive Plan:**

Area of Request- Low Density Residential

North- Low Density Residential

South- Low Density Residential

East- Low Density Residential

West- Low Density Residential

**Zoning Districts:**

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

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

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

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

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

**Land Use:**

Area of Request- Single-family residence

North- Single-family residence

South- Single-family residence

East- Single-family residence

West- Single-family residence

**Comprehensive Plan Citation:**

The future zoning land use for the subject lot is Single-Family Detached Residential. The proposed use is not supported by the Comprehensive Plan, therefore a resolution to the Comprehensive Plan must be made.

Medium Density Residential Land Use

This use is representative of two-family, attached dwelling units, such as duplex units and townhomes. Medium density land uses often provide areas for “empty nesters” who may not want the maintenance of a large-lot single-family home and for young families who may find a townhome or duplex more affordable than a single-family home. It is anticipated that new areas for medium density land use will be developed in the future.

In instances where a development proposal does not directly reflect the land use pattern for a site shown on the Future Land Use Map, the Comprehensive Plan directs us to consider the following (staff comments in bold):

- Will the proposed change enhance the site and the surrounding area?
  - **The proposed zone change would neither enhance nor detract from the site and the surrounding area. Renovation and upkeep of the existing structure (whether as a single-family residence or a duplex) would not be impacted by the proposed zone change.**
- Is the proposed change a better land use than that recommended by the Future Land Use Plan?
  - **The proposed change is neither better nor worse than the use recommended by the Future Land Use Plan. The site is suitable for single-family and two-family zoning.**
- Will the proposed use impact adjacent residential areas in a negative manner? Or will the proposed use be compatible with, and/or enhance, adjacent residential areas?
  - **The proposed use would not affect adjacent residential areas in a negative manner. The proposed use would still be residential, but with an additional dwelling unit on the site.**
- Are uses adjacent to the proposed use similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility?
  - **The proposed use would have many similar characteristics to the surrounding uses in terms of appearance, hours of operation, and other aspects.**
- Does the proposed use present a significant benefit to the public health, safety, and welfare of the community? Would it contribute to the City's long-term economic well-being?
  - **The proposed use provides the benefit of renovating an existing structure to provide two residences instead of the single residence it currently is.**

Overall, the proposed zoning change from single-family to two-family residential would not adversely impact the surrounding area. However, amending the Future Land Use Plan from Single-Family Detached Residential to Medium-Density Residential does represent a larger shift. While ultimately staff supports the amendment to the Comprehensive Plan, we do not think it would be appropriate to develop this site as anything more intensive than a two-family development.

#### **Municipal Code Citation:**

2.8. – R-2F, Two-family Attached Residential District

2.8.1. *General Description.* This district allows two-family attached dwellings. The principal use of land is for two-family attached dwellings with provisions for accommodating the sale of individual attached units. Related recreational, religious, and educational uses normally located to service residential areas are also permitted to provide the basic elements of convenient, balanced, and attractive living areas.

Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air, and open space for dwellings and related facilities and through consideration of the proper functional relationship and arrangement of each element.

#### **History:**

1. This property is part of the Country Estates Addition Plat, approved in 1947.
2. Planning Commission unanimously recommended approval of this item January 2, 2024.

**Next Steps:**

If Council approves this rezone, the applicant will need to apply for the appropriate building permits through the Engineering and Construction Services Department.

**Staff Comments-**

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



**Google Earth Image of Property (View from Marshall Drive - 2014)**





**Google Earth Image of Property (View from Felix Place - 2017)**

**Engineering Staff Comments:**

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

**Water Supply and Distribution**

There are public water mains bordering the proposed parcel, a six (6) inch line running along the south side of East Marshall Drive and an eight (8) inch line running along the east side of Felix Place. Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

**Sanitary Sewerage Collection and Disposal**

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

**Streets and Sidewalks**

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

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

The area of request is shown to be in an Area of Minimal Flood Hazard on Flood Insurance Rate Map (FIRM) number 40109C0310H, dated December 18th, 2009. Public drainage and detention improvements are not required as part of this application.

**Easements and Right-of-Way**

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

**Fire Marshal's Comments:**

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

**Public Works' Comments:**

Line Maintenance

*Water*

- Water meter(s) shall be installed in "green belt" per Midwest City Municipal Code Section 43-54.

*Sewer*

- No comments.

Sanitation

- No comments.

Stormwater

- No comments.

**Planning Division:**

Staff met with the applicant October 19, 2023 for a pre-development meeting.

The subject lot currently has a single-family residence.

If the rezone application is approved, the development regulations for R-2F, Two-family Attached Residential District shall be observed as found in Midwest City Municipal Code Section 3.2. - Area Regulations and Standards for Residential Districts.

Exterior construction requirements and standards as outlined in Midwest City Municipal Code Section 5.12.1.

- Shall have one hundred (100) percent masonry materials on sides of the ground floors (facades) facing a public street.
- Shall consist of eighty-five (85) percent masonry materials.
- 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.
- Approved materials for residential construction include: brick, rock, stone, stucco, and cementitious fiberboard.

Per Table 5.3-2: Specific Parking Requirements, two (2) spaces per dwelling unit shall be required for two-family attached residential (duplexes).

Staff recommends separate water meters for billing purposes. If applicant chooses to use one meter to service both dwellings, the owner/property manager will be required to have services in their name at all times.

Staff recommends approval of this rezone request and amendment of the Comprehensive Plan based on the analysis and comments above. Staff notes that if this application is approved, redevelopment/renovation is still subject to formal site plan review when plans are submitted with the permit application.

**Action Required:**

Approve or reject to amend the Comprehensive Plan from Single-Family Detached Residential Land Use to Medium Density Residential Land Use; and to approve or reject the ordinance to redistrict from Single-Family Detached Residential District ("R-6") to Two-Family Attached Residential District ("R-2F") for the property noted herein, subject to staff comments as found in the January 23, 2024 agenda packet and made part of PC-2161 file.

**Suggested Motions:**

*“To approve the resolution amending the Comprehensive Plan to Medium Density Residential Land Use subject to Staff Comments found in the January 23, 2024 Council agenda packet and made a part of the PC-2161 file.”*

*“To approve the ordinance redistricting Block 6; Lot 24 of Country Estates Addition to the Two-family Attached Residential zoning district subject to Staff Comments found in the January 23, 2024 Council agenda packet and made a part of the PC-2161 file.”*

Please feel free to contact Emily Richey, the Current Planning Manager, at (405) 739-1223 with any questions.

A handwritten signature in black ink that reads "Matt Summers". The signature is written in a cursive style with a large initial "M".

Matt Summers

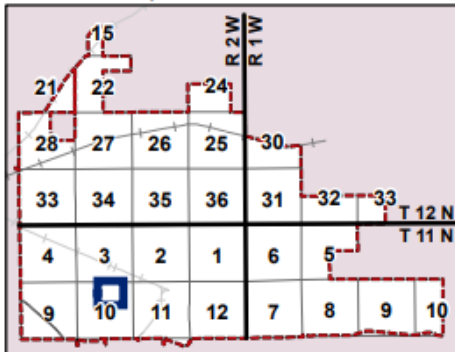
Director of Planning & Zoning










Community Development / Information Technology - GIS



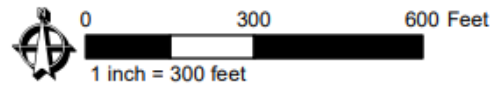
Locator Map



**General Map Legend**

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

**GENERAL MAP FOR  
PC-2161  
(NE/4, Sec 10 T11N, R2W)**



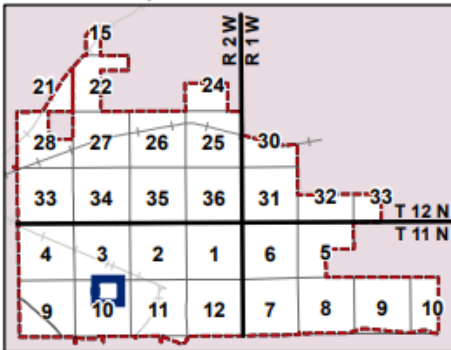
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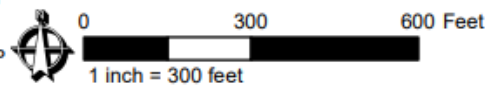
Locator Map



Current Zoning Legend

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

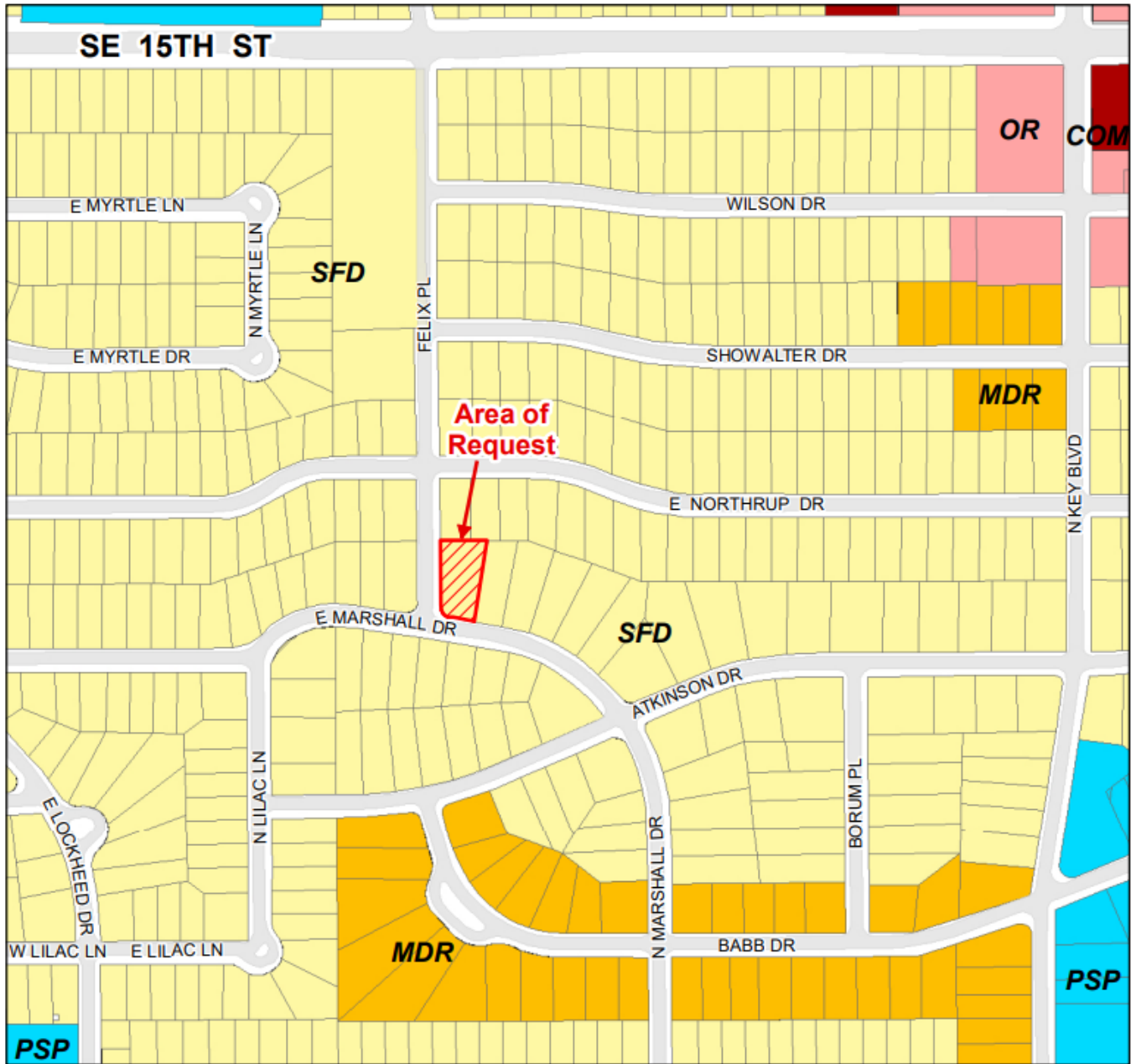
### ZONING MAP FOR PC-2161 (NE/4, Sec 10 T11N, R2W)



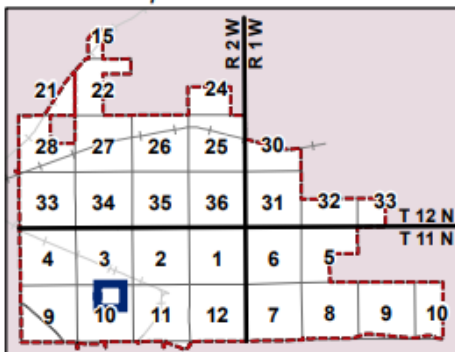
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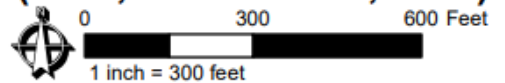
Locator Map



**Future Land Use Legend**

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

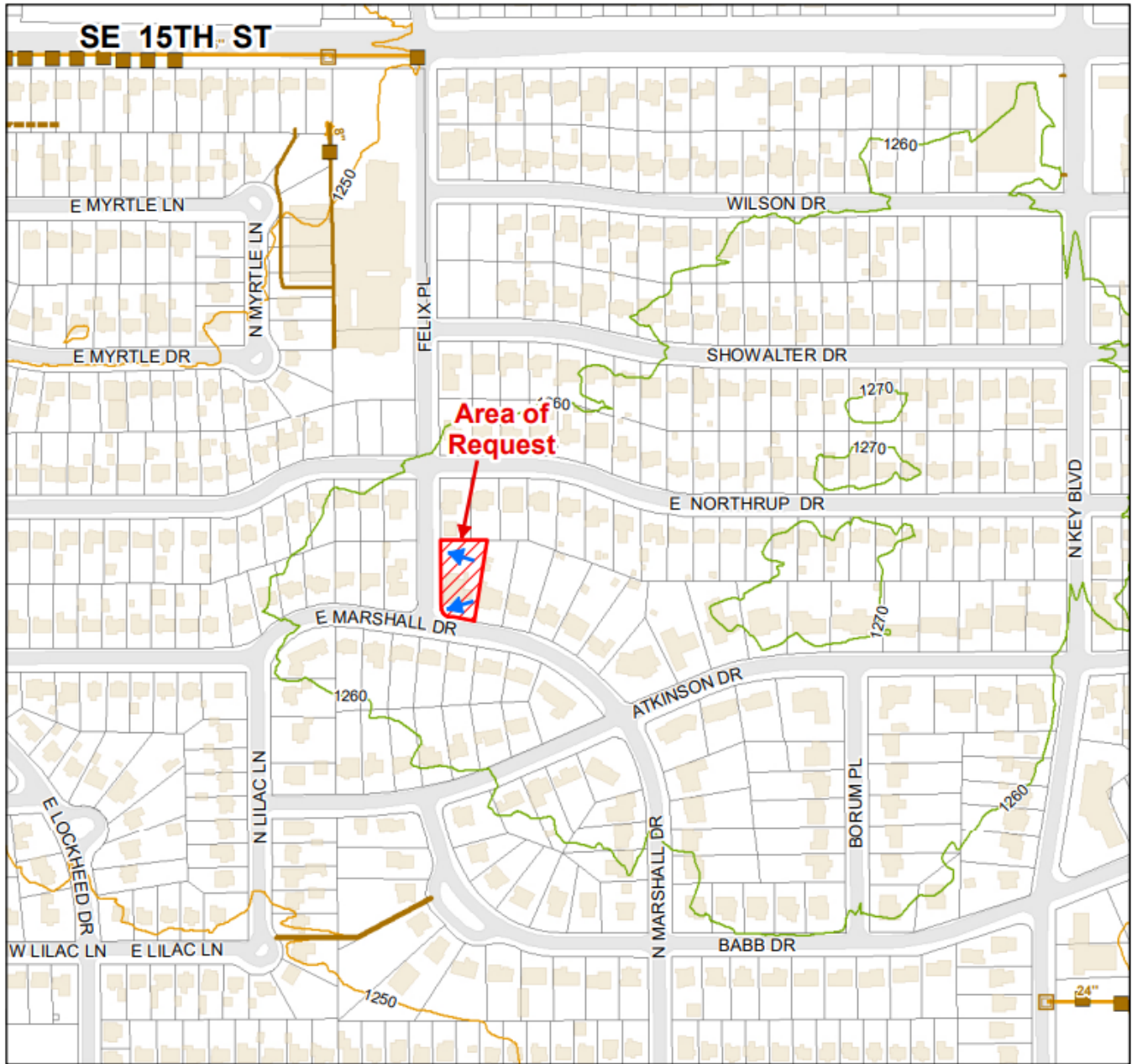
**FUTURE LAND USE  
 MAP FOR  
 PC-2161  
 (NE/4, Sec 10 T11N, R2W)**



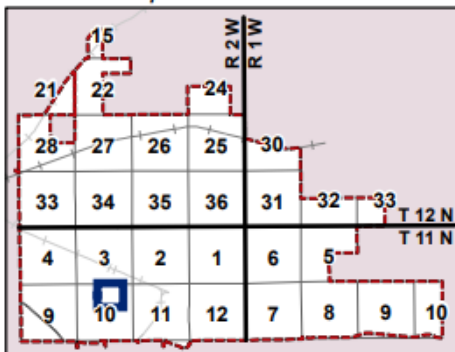
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Community Development / Information Technology - GIS



Locator Map

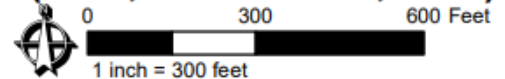


- Drainage Legend**
- Curb Inlets
  - Inlets
  - Junction Box
  - Culverts
  - Flumes
  - Developed Channels
  - Trickle Channels
  - Undeveloped Channels
  - Storm Lines
  - Creeks
- ELEVATION**
- 1166-1204 ft
  - 1204-1228 ft
  - 1228-1250 ft
  - 1250-1278 ft
  - 1278-1324 ft

**2009 FEMA Floodplains**

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

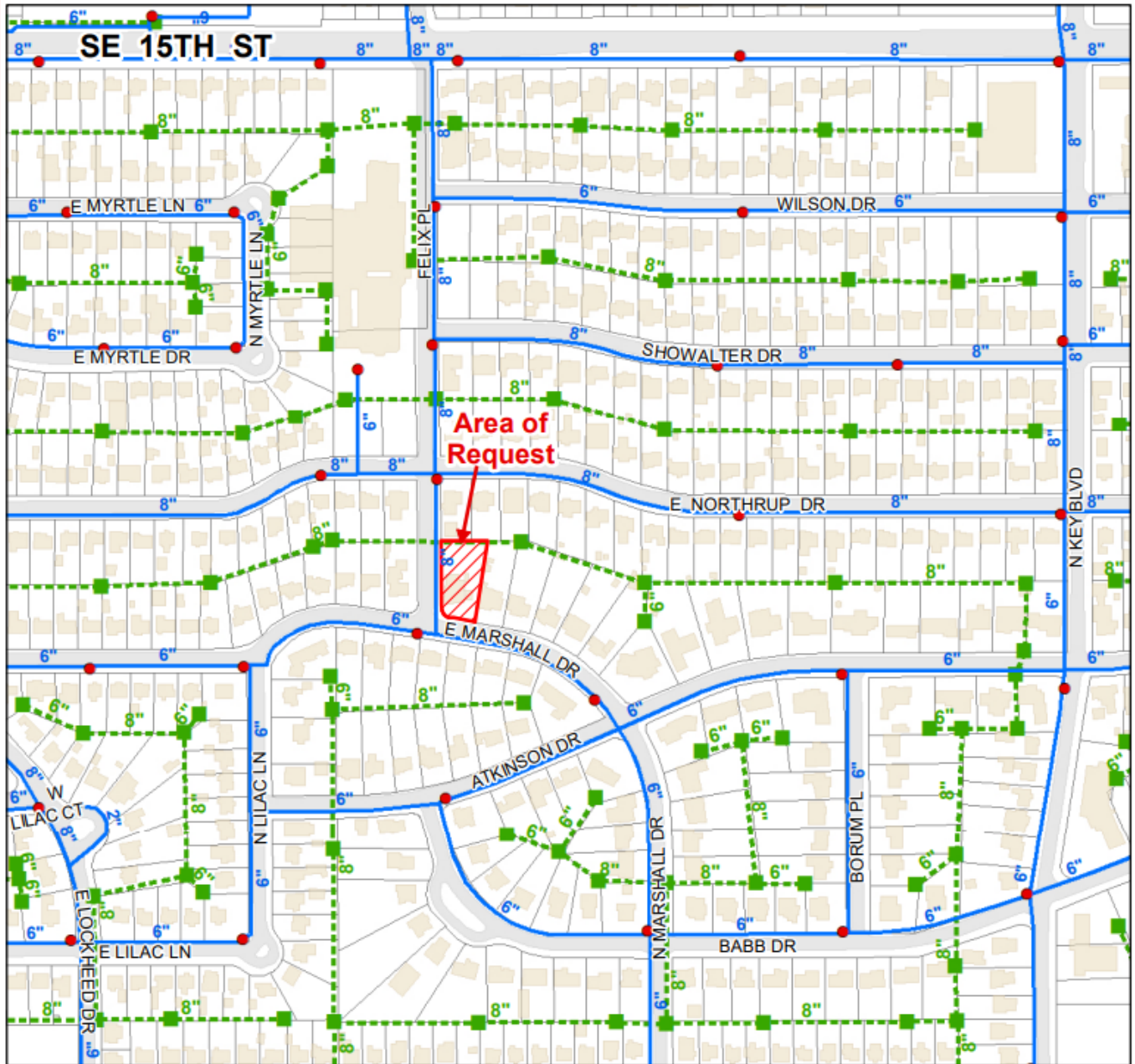
**DRAINAGE  
 LOCATION MAP FOR  
 PC-2161  
 (NE/4, Sec 10 T11N, R2W)**



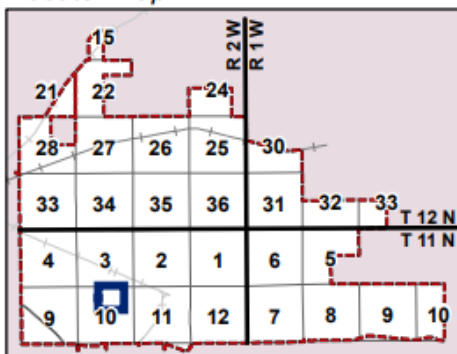
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Community Development / Information Technology - GIS



Locator Map



Water/Sewer Legend

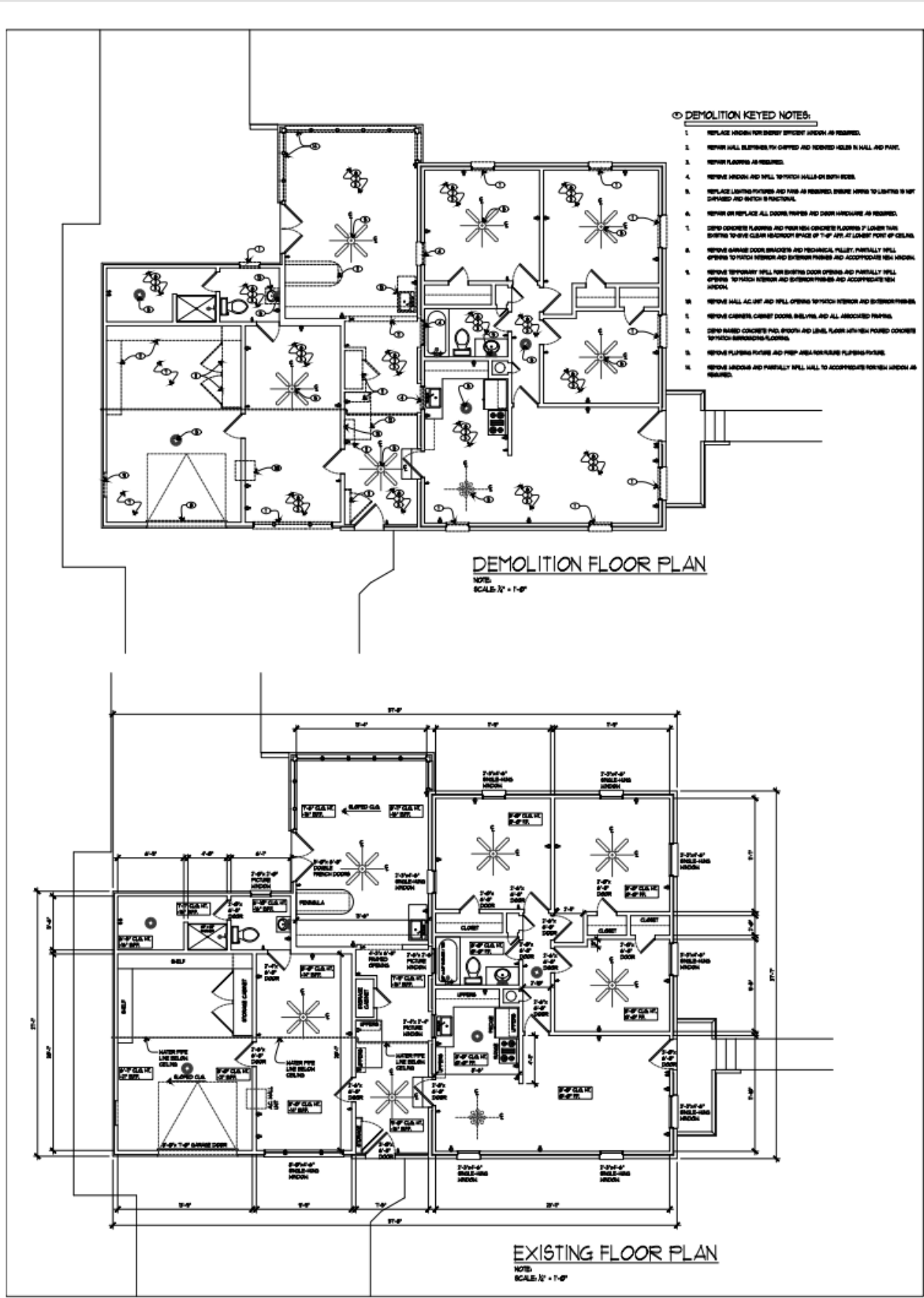
- Fire Hydrants
- Water Lines
  - Distribution
  - Well
  - OKC Cross Country
  - Sooner Utilities
  - Thunderbird
  - Unknown
- Sewer Manholes
- Sewer Lines

**WATER/SEWER LINE  
 LOCATION MAP FOR  
 PC-2161  
 (NE/4, Sec 10 T11N, R2W)**

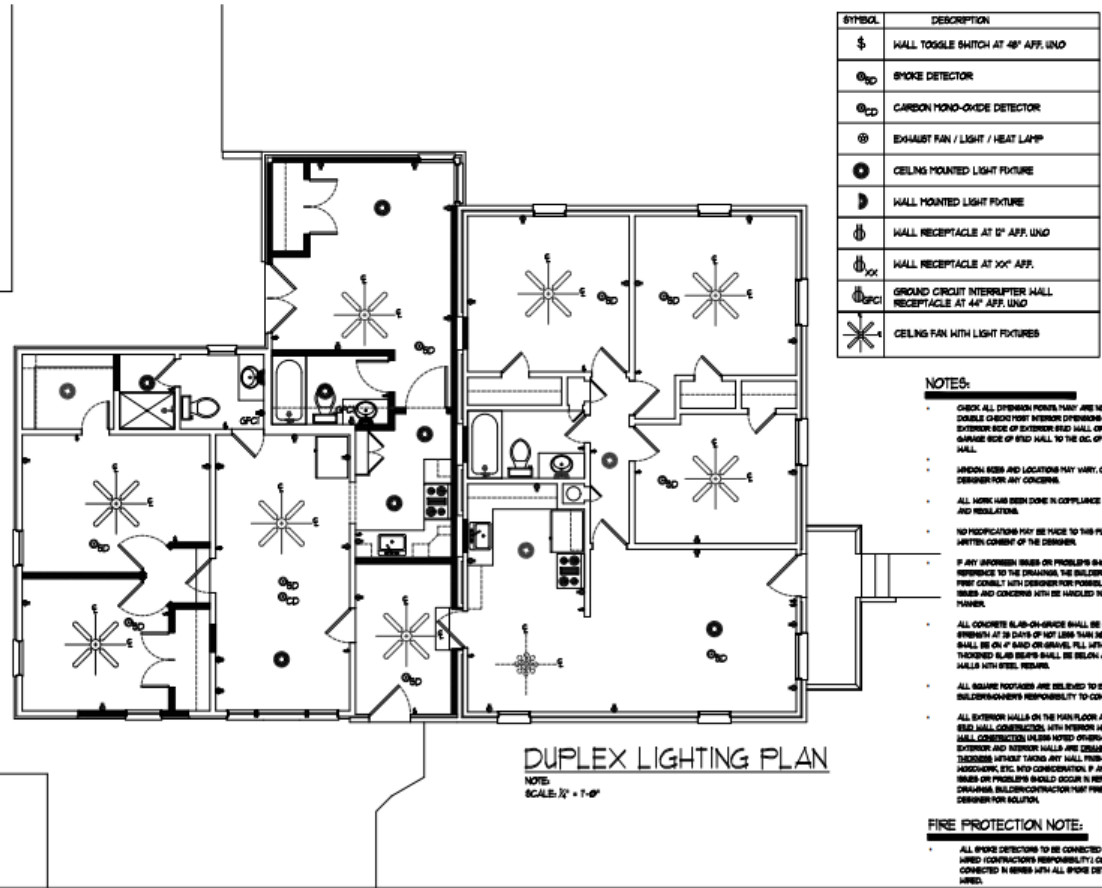
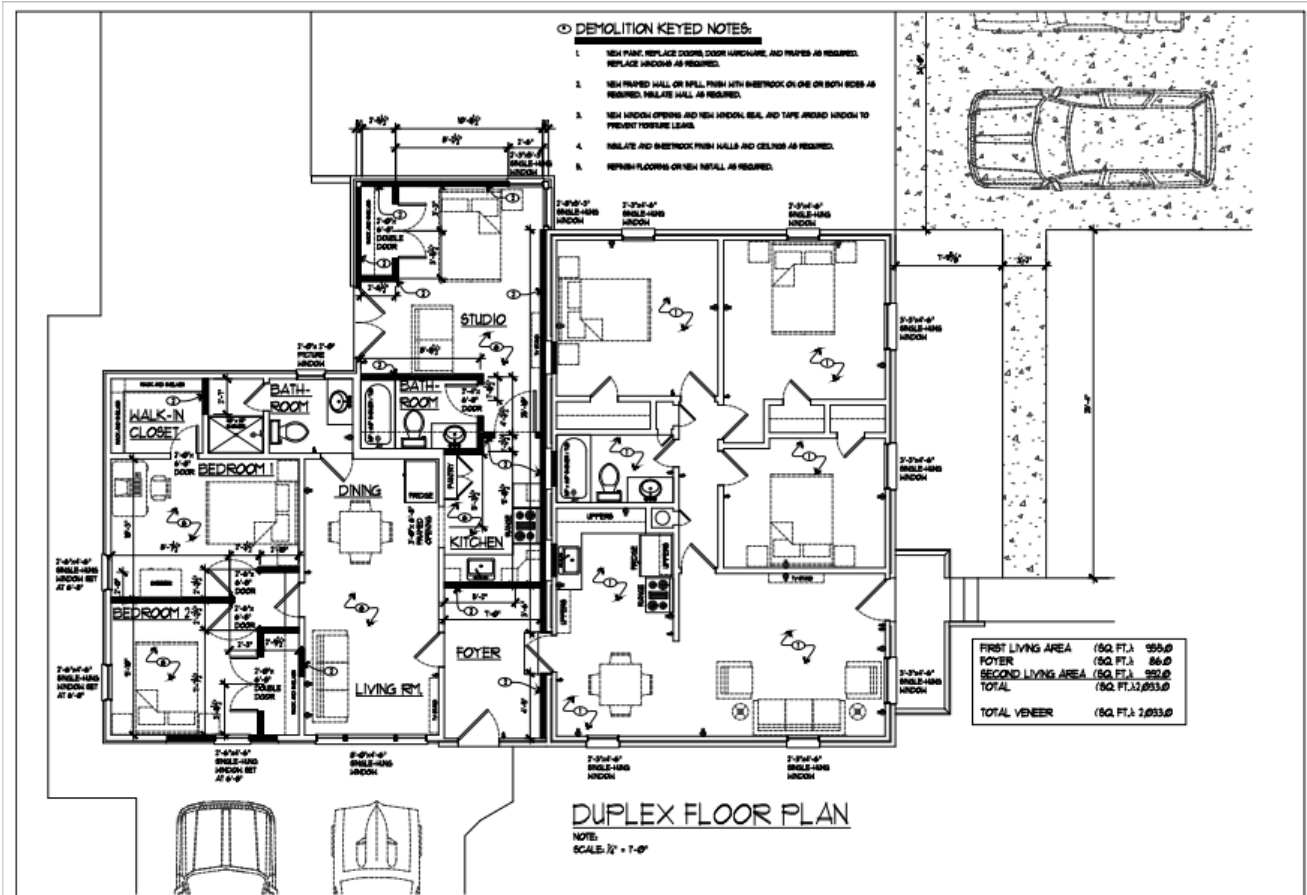
1 inch = 300 feet

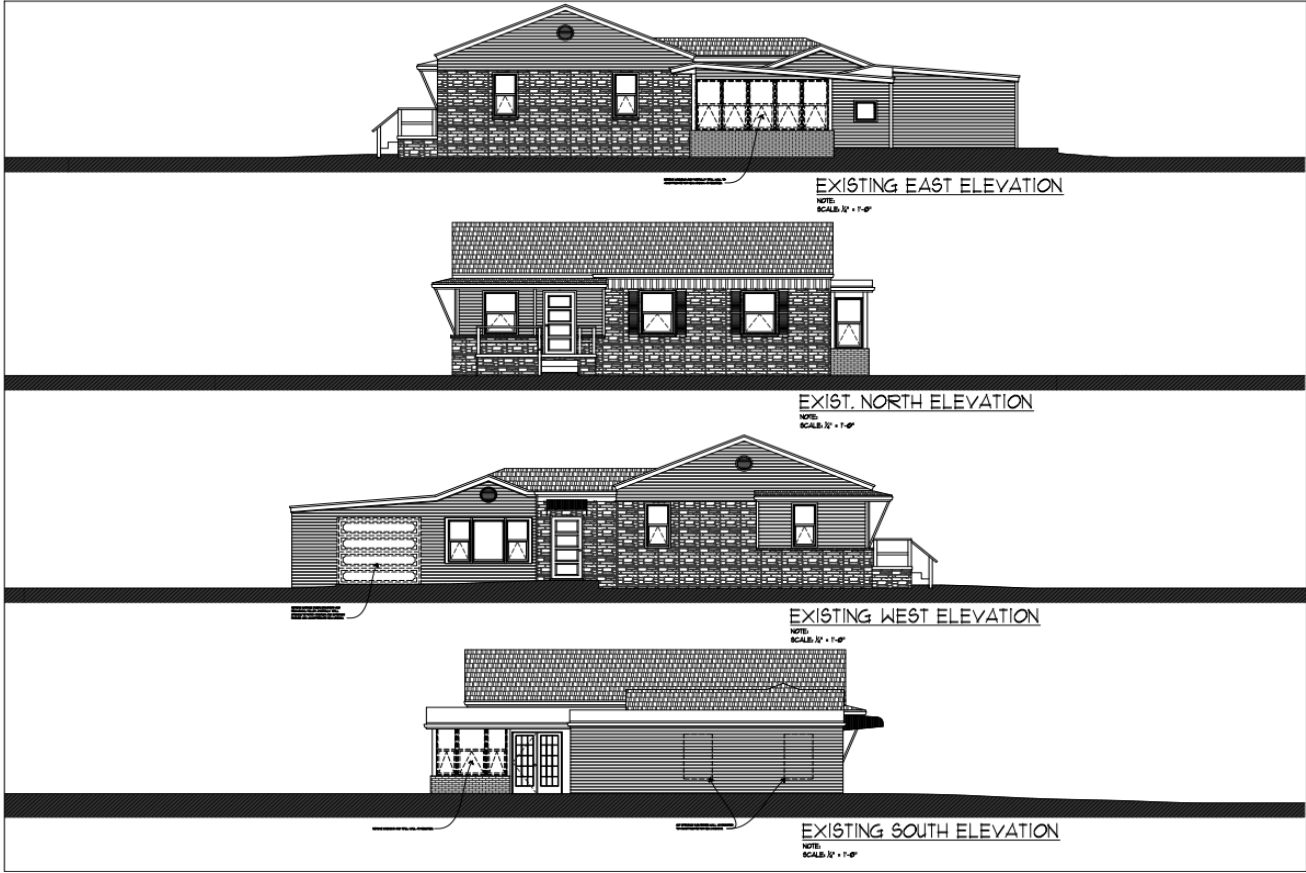
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	CLIENT: CHRISTINA MANNINGS	DRAWN BY: NANA ASARE	NO.	DATE	COMMENTS	TARANA DESIGNS INC. EDMOND, OK (405) 263-2335
	LOCATION: 301 E MARSHALL DR.	CHECKED BY: NANA ASARE				
		DATE: 1-28-2023				
		SCALE: 1/4" = 1'-0"				





TARANA DESIGNS INC.  
EDMOND, OK  
(405) 265-7335

NO.	DATE	REVISIONS

PROJECT	USER NAME

CLIENT: CHRISTINA MANNINGS  
LOCATION: 301 E MARSHALL DR

SHEETS
4
OF
5



TARANA DESIGNS INC.  
 EDMOND, OK  
 (405) 263-2335

NO.	DATE	COMMENTS

REVISIONS

DESIGNED BY: TARA JAMES  
 CHECKED BY: TARA JAMES  
 SCALE: 1/4" = 1'-0"

CLIENT: CHRISTINA MANNINGS  
 LOCATION: 301 E MARSHALL DR

SHEETS

5  
 0'

1 **PC-2161**

2 **RESOLUTION NO. \_\_\_\_\_**

3 **A RESOLUTION AMENDING THE COMPREHENSIVE PLAN MAP CLASSIFICA-**  
4 **TION FROM SINGLE-FAMILY DETACHED RESIDENTIAL LAND USE TO MEDIUM**  
5 **DENSITY LAND USE FOR THE PROPERTY DESCRIBED IN THE RESOLUTION**  
6 **WITHIN THE CITY OF MIDWEST CITY, OKLAHOMA.**

7 **WHEREAS**, currently the Comprehensive Plan Map of Midwest City, Oklahoma shows the fol-  
8 lowing described property identified, for future planning purposes, as Single-Family Detached  
9 Residential:

10 For the property described as Lot Twenty-Four (24), in Block Six (6), of COUNTRY ES-  
11 TATES ADDITION, to Oklahoma County, Oklahoma, according to the recorded plat  
12 thereof..

13 **WHEREAS**, it is the desire of the applicant to amend the future planning classification of the  
14 above referenced property from Single-Family Detached Residential to Medium Density Resi-  
15 dential.

16 **WHEREAS**, with the applicant’s request the change in future planning classification complies  
17 with the City’s Comprehensive Plan.

18 **WHEREAS**, the applicant has met both state and local notification requirements.

19 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MIDWEST CITY,**  
20 **OKLAHOMA COUNTY, STATE OF OKLAHOMA:**

21 That the classification of above described property located in Midwest City, Oklahoma is hereby  
22 changed from Single-Family Detached Residential Land Use to Medium Density Land Use on  
23 the Comprehensive Plan Map.

24 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Okla-  
25 homa, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

27 \_\_\_\_\_  
28 **MATTHEW D. DUKES II, Mayor**

29 **ATTEST:**

30 \_\_\_\_\_  
31 **SARA HANCOCK, City Clerk**

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

33 \_\_\_\_\_  
34 **DONALD MAISCH, City Attorney**

1 **PC-2161**

2 **ORDINANCE NO. \_\_\_\_\_**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**  
4 **DESCRIBED IN THIS ORDINANCE FROM R-6, SINGLE-FAMILY DETACHED RESI-**  
5 **DENTIAL DISTRICT TO R-2F, TWO-FAMILY DETACHED RESIDENTIAL DIS-**  
6 **TRICT, AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT**  
7 **MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY’S ZONING DIS-**  
8 **TRICT; AND PROVIDING FOR REPEALER AND SEVERABILITY**

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

10 **ORDINANCE**

11 **SECTION 1.** That the zoning district of the following described property is hereby reclassified  
12 from R-6, Single-Family Detached Residential District to R-2F, Two-Family Detached Residen-  
13 tial District subject to the conditions contained in the PC-2161 file, and that the official Zoning  
14 District Map shall be amended to reflect the reclassification of the property’s zoning district as  
15 specified in this ordinance:

16 For the property described as Lot Twenty-Four (24), in Block Six (6), of COUNTRY ES-  
17 TATES ADDITION, to Oklahoma County, Oklahoma, according to the recorded plat thereof.

18 **SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are  
19 hereby repealed.

20 **SECTION 3. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is  
21 for any reason held to be invalid, such decision shall not affect the validity of the remaining por-  
22 tions of the ordinance.

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

25 THE CITY OF MIDWEST CITY, OKLA-  
26 HOMA

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

29 ATTEST:

30 \_\_\_\_\_  
31 SARA HANCOCK, City Clerk

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

33 \_\_\_\_\_  
34 DONALD MAISCH, City Attorney



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

---

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : January 23, 2024

SUBJECT : Public Hearing, discussion, consideration, and possible action to proceed with an ordinance, to close for public use, four abandoned and previously released Easements, and one Right of Way or Utility Reserve recorded in Book 444, Page 520, Book 464, Page 73, Book 3889, Page 407, and Book 4046, Page 1110 in the Oklahoma County Clerk office and lying in the Southwest Quarter (SW/4) of Section 34, Township 12 North Range 2 West, of the Indian Meridian, Oklahoma County, Oklahoma.

---

At the regular City Council meeting on November 14, 2023 this item was discussed and approved as presented. We need to bring the item back to City Council for action because it was found out that we had missed a step in notification and the owner's representative had not provided the correct ordinance.

This item is in relation to the proposed Glenhaven Addition located at the northwest corner of the intersection of East Reno Avenue and Glenhaven Drive. The closing of the listed instruments will allow the proposed development to remove the public street right of way and rededicate that same area as an utility easement on the final plat. This process will have no impact on the current construction underway on the property and won't hinder the time lines of the project.

Therefore, with permission, an ordinance to vacate will be created to file at the Oklahoma County Clerk.

Pursuant to Section 37-7 of the Municipal Code, an ordinance to close an easement and right of way is a requirement and must be done in a public hearing. Notice of this public hearing has been sent to all public franchises and property owners within 300 feet of this area.

Attached are exhibits and copies of the filed instruments to be closed.

The public hearing that's required would be the January 23<sup>rd</sup> City Council meeting. At that time, with Council's permission, the easements and right of way would be closed by ordinance.

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

Attachment

**City of Midwest City Oklahoma  
Notice of Hearing**

**Notice is hereby given** to all property owners within 300 feet of the following described property that a PUBLIC HEARING will be held before the City Council of Midwest City, Oklahoma, on January 23, 2024 at 6:00 p.m., in the City Council Chambers, located at 100 N. Midwest Blvd., to consider:

**AN ORDINANCE TO VACATE MARLOW DRIVE AND PORTIONS OR ALL OF FOUR EASEMENTS**

For the property described in the attached ordinance legal descriptions and represented in the attached exhibit.

Any person wishing to appear in support or opposition to the proposed ordinance may do so. In case of legal protest, as defined by the Midwest City Code of Ordinances, against such change, such change shall not become effective except by the favorable vote of 3/5ths of all members of the City Council. All protests must be signed and filed with the Engineering and Construction Services Department more than three (3) business days prior to the public hearing dates as noted above.

If additional information is desired, or if you have questions concerning this matter, please contact Patrick Menefee (405)739-1215, in the Midwest City Engineering and Construction Services Department.

Dated: December 20, 2023

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

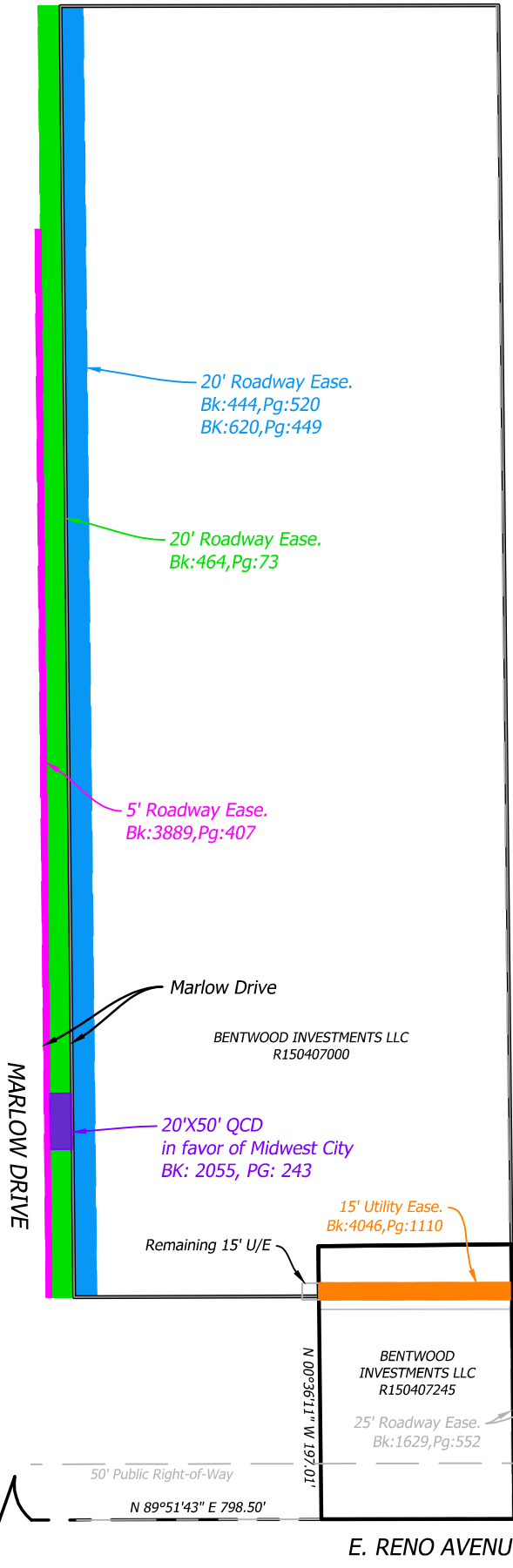
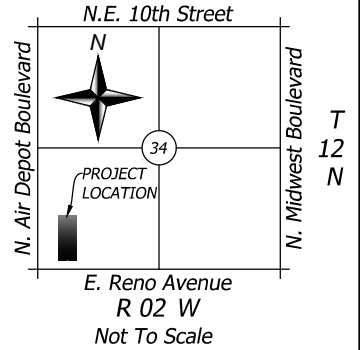
Patrick Menefee, P.E.,  
City Engineer



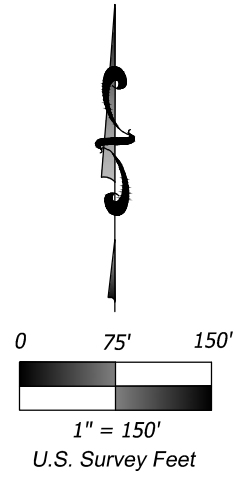
EXHIBIT A

GLENHAVEN

RIGHT OF WAY EASEMENTS TO BE  
CLOSED BY ORDINANCE AND VACATED  
BY DISTRICT COURT ACTION



- MARLOW DRIVE - 25' IN WIDTH
- 20' MIDHOMA EASEMENT
- 20' BENTWOOD EASEMENT
- MIDHOMA 5' EASEMENT
- 20' X 50' CITY WATER WELL TRACT
- BENTWOOD 15' UTILITY EASEMENT



MIDHOMA LLC  
R150406000

Marlow Drive

BENTWOOD INVESTMENTS LLC  
R150407000

20'X50' QCD  
in favor of Midwest City  
BK: 2055, PG: 243

15' Utility Ease.  
Bk:4046, Pg:1110

Remaining 15' U/E

BENTWOOD  
INVESTMENTS LLC  
R150407245

25' Roadway Ease.  
Bk:1629, Pg:552

50' Public Right-of-Way

N 89°51'43" E 798.50'

E. RENO AVENUE

SW Corner of the SW/4  
Sec. 34, T12N, R2W, I.M.  
Found Cut X

Prepared By

**GOLDEN**  
**LAND SURVEYING**

4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120  
C.A.# 7263 / Exp. Date =6/30/2024  
Telephone: (405) 802-7883 Email: troy@goldenls.com  
Drafted by: CT  
Plot Date: 06/07/23 Paper Size: 8.5"x14" (Legal)  
GLS Job No.: 21348

Filename: C:\JOBS\PROJECTS 2021\121348 RENO AND MARLOW DR JOEL121348 GLENHAVEN ESMNT (EXISTING).DWG; Last Saved: 6/7/2023 1:37:57 PM; Plot Date: 6/7/2023; Logjin: Corey Timmons

1  
2 ORDINANCE NO. \_\_\_\_\_

3 AN ORDINANCE CLOSING TO PUBLIC USE A PORTION OF MARLOW DRIVE, AND  
4 PORTIONS OR ALL OF FOUR (4) EASEMENTS LOCATED IN THE SOUTHWEST  
5 QUARTER (SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP TWELVE (12) NORTH,  
6 RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CITY OF MIDWEST CITY,  
7 OKLAHOMA, OKLAHOMA COUNTY, OKLAHOMA; PROVIDING FOR REPEALER,  
SEVERABILITY AND DECLARING AN EMERGENCY.

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

9  
10 **ORDINANCE**

11 **SECTION 1.** The following portion of Marlow Drive and portions or all of four easements,  
12 located in the City of Midwest City, Oklahoma, shall be and the same are hereby closed to the  
13 public, to-wit:

14 **Marlow Drive Closure Description:**

15 A strip of land lying in and being a part of the Southwest Quarter (SW/4) of Section  
16 Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian  
17 Meridian, Oklahoma County, Oklahoma. Said strip being more particularly  
described as follows:

18 COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W;  
19 Thence on the South line of said SW/4, North 89°51'43" East, a distance of 579.12  
20 feet; Thence leaving said South line, North 00°36'11" West, a distance of 200.01  
21 feet to the POINT OF BEGINNING; Thence South 89°51'43" West a distance of  
22 25.00 feet; Thence North 00°36'11" West a distance of 957.99 feet; Thence North  
23 89°51'43" East a distance of 5.00 feet; Thence North 00°36'11" West a distance of  
24 200.49 feet; Thence North 89°53'58" East a distance of 20.00 feet; Thence South  
00°36'11" East a distance of 1158.47 feet to the POINT OF BEGINNING.

25 LESS & EXCEPT, any portion lying within an existing 20'x50' Tract of land as  
26 described in a certain document entitled "Quit Claim Deed", recorded in Book  
27 2055, Page 243, Official Records of Oklahoma County Clerk's Office, State of  
Oklahoma.

28 Containing 27,954 square feet or 0.6417 acres, more or less.

29  
30 **20-Foot-Wide Bentwood Roadway Easement Description:**

31 A strip of land lying in and being a part of the Southwest Quarter (SW/4) of Section  
32 Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian  
33 Meridian, Oklahoma County, Oklahoma. Said strip being more particularly  
described as follows:

34 COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W;  
35 Thence on the South line of said SW/4, North 89°51'43" East, a distance of 579.12  
36 feet; Thence leaving said South line, North 00°36'11" West, a distance of 200.01  
37 feet to the POINT OF BEGINNING; Thence continuing North 00°36'11" West, a  
38 distance of 1158.47 feet to a point for the Northwest corner of the herein described  
39 strip; Thence North 89°54'15" East, a distance of 20.00 feet to a point for the  
40 Northeast corner of said strip; Thence South 00°36'11" East, a distance of 1158.45  
feet to a point for the Southeast Corner of said strip; Thence South 89°51'43" West,  
a distance of 20.00 feet to the POINT OF BEGINNING.

41 Containing an area of 23,169 square feet or 0.5319 acres, more or less.  
42

1 **20-Foot-Wide Midhoma Roadway Easement Description:**

2 A strip of land lying in and being a part of the Southwest Quarter (SW/4) of Section  
3 Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian  
4 Meridian, Oklahoma County, Oklahoma. Said strip being more particularly  
5 described as follows:

6 COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W;  
7 Thence on the South line of said SW/4, North 89°51'43" East, a distance of 579.12  
8 feet; Thence leaving said South line, North 00°36'11" West, a distance of 200.01  
9 feet to the POINT OF BEGINNING; Thence South 89°51'43" West, a distance of  
10 20.00 feet; Thence North 00°36'11" West, a distance of 1158.48 feet to a point for  
11 the Northwest corner of the herein described strip; Thence North 89°53'58" East,  
12 a distance of 20.00 feet to a point for the Northeast corner of said strip; Thence  
13 South 00°36'11" East, a distance of 1158.47 feet to the POINT OF BEGINNING.

14 Containing an area of 23,165 square feet or 0.5318 acres, more or less.

15 LESS & EXCEPT, any portion lying within an existing 20'x50' Tract of land as  
16 described in a certain document entitled "Quit Claim Deed", recorded in Book  
17 2055, Page 243, Official Records of Oklahoma County Clerk's Office, State of  
18 Oklahoma.

19 **5-Foot-Wide Midhoma Roadway Easement Description:**

20 A strip of land lying in and being a part of the Southwest Quarter (SW/4) of Section  
21 Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian  
22 Meridian, Oklahoma County, Oklahoma. Said strip being more particularly  
23 described as follows:

24 COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W;  
25 Thence on the South line of said SW/4, North 89°51'43" East, a distance of 579.12  
26 feet; Thence leaving said South line, North 00°36'11" West, a distance of 200.01  
27 feet; Thence South 89°51'43" West, a distance of 20.00 feet to the POINT OF  
28 BEGINNING; Thence continuing South 89°51'43" West, a distance of 5.00 feet;  
29 Thence North 00°36'11" West, a distance of 957.99 feet; Thence North 89°51'43"  
30 East, a distance of 5.00 feet; Thence South 00°36'11" East, a distance of 957.99  
31 feet to the POINT OF BEGINNING.

32 Containing an area of 4,790 square feet or 0.1100 acres, more or less.

33 **15-Foot-Wide Bentwood Utility Easement:**

34 A strip of land lying in and being a part of a 15 foot wide utility easement recorded  
35 in Book 4046 at Page 1110 in the Oklahoma County Clerk's Office in the Southwest  
36 Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range  
37 Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip  
38 being more particularly described as follows:

39 COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W;  
40 Thence on the South line of said SW/4, North 89°51'43" East, a distance of 798.50  
41 feet; Thence leaving said South line, North 00°36'11" West, a distance of 197.01  
42 feet to the POINT OF BEGINNING; Thence continuing North 00°36'11" West, a  
distance of 14.99 feet; Thence North 89°51'143 East, a distance of 171.32 feet to a  
point on the West line of a 25' Roadway Easement recorded in Book 1629 at Page  
552 in the Oklahoma County Clerk's Office; Thence South 00°36'11" East, along  
said West line of said 25' Roadway Easement a distance of 14.99 feet; Thence South  
89°51'43" West, a distance of 171.32 feet to the POINT OF BEGINNING.

Containing an area of 2,568.61 square feet or 0.059 acres, more or less.

1 A site plan depicting the portion of Marlow Drive and the portions or all of four easements to be  
2 closed to public use, marked as **Exhibit A**, is attached hereto and made a part hereof.

3 **SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are, to the  
4 extent of such conflict, hereby repealed.

5 **SECTION 3. SEVERABILITY.** The provisions of this ordinance are severable and if any part or  
6 provision hereof shall be adjudged invalid by any court of competent jurisdiction, such  
7 adjudication shall not affect or impair any of the remaining parts or provisions hereof.

8  
9 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,  
10 on the \_\_\_\_ day of \_\_\_\_\_, 2024.

11 THE CITY OF MIDWEST CITY, OKLAHOMA

12 ATTEST:

13  
14 \_\_\_\_\_  
15 MATTHEW D. DUKES II, Mayor

16  
17 \_\_\_\_\_  
18 SARA HANCOCK, City Clerk

19  
20 APPROVED to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2024

21  
22 \_\_\_\_\_  
23 DONDAL D MAISCH, City Attorney

24  
25 **SECTION 4. EMERGENCY.** The City Council declares this ordinance to be an emergency, it  
26 being immediately necessary for the preservation of the peace, health, welfare and safety of the  
27 City of Midwest City, Oklahoma, and the inhabitants thereof that the provisions of this ordinance  
28 be put into full force and effect immediately, and therefore an emergency is hereby declared to  
29 exist by reason whereof this ordinance shall take effect and be in full force from and after its  
30 passage as provided by law.

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

33 ATTEST:

34 THE CITY OF MIDWEST CITY, OKLAHOMA

35  
36 \_\_\_\_\_  
37 MATTHEW D. DUKES II, Mayor

38  
39 \_\_\_\_\_  
40 SARA HANCOCK, City Clerk

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

42  
43 \_\_\_\_\_  
44 City Attorney



**Public Works Administration**

8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

**Public Works Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
(405) 739-1061

**Assistant Public Works Director**  
[cevenson@midwestcityok.org](mailto:cevenson@midwestcityok.org)  
(405) 739-1062

[www.midwestcityok.org](http://www.midwestcityok.org)

To: Honorable Mayor and Members of the City Council

From: R. Paul Streets, Public Works Director

Date: January 23, 2024

Subject: Discussion, consideration, and possible action of approving a water infrastructure agreement with Oklahoma County Utility Services Authority to connect Starview Public Water Supply customers to the Midwest City Public Water Supply.

---

The Oklahoma County Utility Services Authority (OCUSA) operates a community public water supply system, known as the Starview Public Water Supply System (Starview PWS), at the northeast corner of North Douglas Boulevard and Northeast 16<sup>th</sup> Street in Midwest City. It currently serves approximately thirty-five customers with potable water from a public water supply groundwater well.

On July 29, 2021, OCUSA, by and through its operator, Sooner Utilities, Inc., entered into a Consent Order with the Department of Environmental Quality, which found that Starview PWS lacked an adequate secondary backup source of water and required that OCUSA develop and submit a Corrective Action Plan to address the violations.

OCUSA and the Midwest City Municipal Authority have reached an agreement through which Midwest City will provide potable water to the customers of Starview PWS and OCUSA will properly abandon and plug or transfer ownership of the water well, its appurtenances, and any and all associated water rights for the Starview PWS to the City and Authority as outlined in the retail sales agreement.

The water infrastructure agreement is attached.

Approval is at the discretion of the City Council

Respectfully,

R. Paul Streets  
Public Works Director

Attachment

## **WATER INFRASTRUCTURE AGREEMENT**

This Water Infrastructure Agreement (hereinafter referred to as “Agreement”) is made effective as of the latter signature date hereof (the “Effective Date”) by and between The Midwest City Municipal Authority, (hereinafter referred to as “Authority”) a public trust created for the benefit of the citizens of the City of Midwest City, a municipal corporation (hereinafter referred to as “City”) and Oklahoma County Utility Services Authority, a public trust created pursuant to the authority at Title 60 of the Oklahoma Statutes, Sections 176-180.3, as amended, (hereinafter referred to as “Customer”) (Authority and Customer being collectively referred to herein as the “Parties”).

### **RECITALS**

**WHEREAS**, the City owns and the Authority operates a public water supply system that provides potable water to its customers (hereinafter referred to as “City System”); and

**WHEREAS**, the Customer operates a community public water supply system in Oklahoma County, known as Starview Public Water Supply System; and

**WHEREAS**, the Starview Public Water Supply System serves approximately eighty-five (85) customers at the Northeast corner of North Douglas and Northeast 16th Street in Midwest City, in Oklahoma County; and

**WHEREAS**, the Starview Public Water Supply System encompasses the area starting at the corner of North Douglas Boulevard and Northeast 16th Street, north to the railroad tracks and extends East to the Autumn Creek Villas, all in Midwest City, in Oklahoma County; and

**WHEREAS**, the Oklahoma State Environmental Agency (the Oklahoma Department of Environmental Quality) and the Customer, by and through its operator, Sooner Utilities, Inc. (hereinafter referred to as Customer’s Operator) have entered into a Consent Order dated July 29, 2021; and

**WHEREAS**, the Consent Order found that the Customer was operating without an adequate secondary backup source; and

**WHEREAS**, the Consent Order requires the Customer to submit an approvable Corrective Action Plan; and

**WHEREAS**, the Customer has approached the Authority for assistance with a Corrective Action Plan; and

**WHEREAS**, the Public Water Supply owned by the City and operated by the Authority is located in and around the site of the Starview Public Water Supply; and

**WHEREAS**, the Customer and Authority have reached an agreement for the Public Water Supply owned by the City and operated by the Authority to provide potable water to the customers of the Starview Public Water Supply; and

**WHEREAS**, the Customer has contacted the Oklahoma Department of Environmental Quality who has expressed that such an agreement would meet the requirements of a Corrective Action Plan as required under the Consent Order; and

**WHEREAS**, the Customer, the City and the Authority desire to enter into a Water Infrastructure Agreement as expressly provided herein; and

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Agreement Term.** This agreement shall commence on the Effective Date and remain in effect until all Tasks and Transfers have been completed.
2. **Tasks.** The City, the Authority and the Customer shall work together to complete the following Tasks:
  - a. Notify each customer of the Starview Public Water Supply System of the need to disconnect and connect to the City Public Water Supply System.
  - b. Disconnect each connection to Customer's Starview Public Water Supply System.
  - c. Connect of each disconnection from Customer's Starview Public Water Supply System to the Public Water Supply System owned by the City and operated by the Authority.
  - d. Identify materials associated with both the Customer's service connection and the private service line downstream of the water meter as required to comply with the Environmental Protection Agency's 2021 Lead and Copper Rule Revisions.
  - e. Remove any and all of Customer's infrastructure necessary to ensure that no one will reconnect to Customer's Starview Public Water Supply System, with the exception of Customer's water well and appurtenances to said well.
  - f. Apply for grants from any source to obtain funding to assist the City, the Authority, the Customer and/or those being required to disconnect from the Starview Public Water Supply System and connect to the City Public Water Supply System.
3. **Transfer.** The City, the Authority, the Customer and the Customer's Operator shall work together to transfer the water well, its appurtenances, and any and all associated water rights for the Starview Public Water Supply System, owned by the Customer to the City and Authority.
4. **Customer's Responsibilities.** Upon completion of all disconnections from the Starview Public Water Supply System and connections to the City Public Water Supply System, the Customer shall:
  - a. Cease all operations of the Starview Public Water Supply System within the corporate city limits of the City of Midwest City; and
  - b. If the water well is not transferred to the City and Authority, abandon said well and have said well plugged in accordance with all State requirements.
5. **City Delegation.** The City and the Authority hereby delegates the authority to amend this agreement or to make any approvals under this agreement to the City Manager/Authority's General Manager. The City Manager/General Manager may delegate this authority to the Assistant City Manager, the Public Works Director or Assistant Public Works Director as necessary.
6. **Notices.** All notices required by this Agreement shall be in writing, delivered either in person or by first class mail to the following:

Midwest City Municipal Authority  
c/o of the General Manager  
100 N. Midwest Boulevard  
Midwest City, OK 73110

The Oklahoma County Utility Services Authority  
c/o Chris Byrom, Registered Agent  
3134 N.W. 23<sup>rd</sup> Street  
Oklahoma City, OK 73107

Sooner Utilities, Inc.  
c/o Chris Byrom, Registered Agent  
P.O. Box 958  
Edmond, OK 73083-0958  
(405) 285-5687

7. **General Provisions.**

- a. **Amendment.** Any Amendment to this Agreement shall be in writing and executed by the Customer, the Authority or designee and the City or City's designee.
- b. **Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Oklahoma and the City Ordinances of the City of Midwest City. Any matter filed concerning this Agreement shall be filed in the District Court for Oklahoma County after all administrative processes have been exhausted.
- c. **City Liability.** Any claims filed against the City shall be filed in accordance with the Oklahoma Governmental Tort Claims Act, Title 51 of the Oklahoma Statutes, Section 151 *et seq.*
- d. **No Creation of Rights.** The Customer hereby acknowledges that by entering into this agreement does not create any rights of the Customer to any property owned or under the control of the City, nor creates any rights to the City System. The City hereby acknowledges that this agreement does not create any rights of the City or the Authority, to any property owned by the Customer, unless specifically expressed herein.
- e. **Termination.** Either Party has the right to terminate this agreement by giving one-hundred and twenty (120) days written notice to the other party. Additionally, this agreement shall automatically terminate in the event the City of Oklahoma City extends water service to the Customer in accordance with the agreement entered into between the Customer and the City of Oklahoma City.
- f. **Complete Agreement.** The Parties agree that this is the complete Agreement and no statements, representations or discussions not set forth herein or not contained in any written Amendment shall be binding on the Parties and no Party is or shall be bound by any statement or representation that does not conform to this document. No agent or any Party to this Agreement has the authority to alter, modify or change this Agreement except as expressly provided herein. This



Agreement shall be read as a whole and shall not be interpreted either for or against either party.

- g. Open Records Act.** Customer understands that all records of the City, including this Agreement are open to the public for inspection, review and mechanical reproduction in accordance with the Oklahoma Open Records Act, Title 51 of the Oklahoma Statutes, Section 24A.1 *et seq.*
- h. Non-Transferable.** This Agreement cannot be transferred to any third party without written permission of the other party. Any attempt to transfer this Agreement to a third party without the written consent of the other party nullifies and makes void the Agreement.
- i. Change in Ownership.** Should the Customer sell or transfer the property to a third-party, the new owner shall be required to obtain a new agreement from the City. Any new agreement will not be unreasonably denied.

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]***

APPROVED by The Oklahoma County Utility Services Authority and signed by the Chair,

this 17th day of January, 2024.

  
\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary

APPROVED by the City Council and signed by the Mayor for the City of Midwest City,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

\_\_\_\_\_  
Mayor

Approved as to form and legality:

\_\_\_\_\_  
City Attorney

APPROVED by the Midwest City Municipal Authority and signed by the Chair for the  
Municipal Authority, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chair

Approved as to form and legality:

\_\_\_\_\_  
Authority Attorney



**City Attorney, Donald D. Maisch**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
DMaisch@midwestcityok.org  
Office: 405.739.1203  
[www.midwestcityok.org](http://www.midwestcityok.org)

## MEMORANDUM

To: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: January 23, 2024

RE: Discussion, consideration, and possible action of approving amendments to the Midwest City Municipal Code, Chapter 2, Administration, Article II, City Council, Section 2-17, Elected Official Accountability Act and Ethics Policy; and providing for repealer and severability. (City Attorney – D. Maisch).

---

The proposed changes to Section 2-17 of the City Ordinances are a culmination from an opinion from outside counsel to remove vagueness and make clearer the provisions in Section 2-17. The proposed amendments were drafted by outside counsel and the City Attorney, looking at provisions from other jurisdictions and Oklahoma Appellate Court Opinions. The proposed amendments create the following sections within the City Ordinance:

- A. Purpose
- B. Definitions
- C. Requirements
- D. Guidance
- E. Violations, Investigation and Enforcement

The Ordinance Review Committee recommended approval of the proposed Amendments.

At the July 25, 2023 City Council Meeting, the City Council did not take action on the proposed changes at the request of the Ward 5 City Council Member. The Ward 5 City Council Member requested additional time to review the proposed changes and to make additional comments. Said comments were received on August 8, 2023. Based on the comments received, one change, to the definition of the term “Public Meeting” as it referenced the wrong statute. The change no longer references the Open Records Act, but now references the Open Meetings Act.

Respectfully submitted,

Donald D. Maisch  
City Attorney

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 2 ADMINISTRATION, ARTICLE II, CITY COUNCIL, SECTION 2-17, ELECTED OFFICIAL ACCOUNTABILITY ACT AND ETHICS POLICY; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. The Midwest City Municipal Code, Chapter 2, Administration, Article II, City Council, Section 2-17, is hereby amended to read as follows:

Sec. 2-17. - Elected Official Accountability Act and Ethics Policy.

~~For ease of reference the term "member" refers to any member of the City Council, or City Boards, Committees and Commissions established by City ordinance.~~

~~A. ETHICS~~

~~The citizens and businesses of the City of Midwest City are entitled to have fair, ethical and accountable local government. To this end, the public should have full confidence that their elected and appointed officials:~~

- ~~● Comply with both the letter and spirit of the laws and policies affecting the operations of government;~~
- ~~● Are independent, impartial and fair in their judgment and actions;~~
- ~~● Use their public office for the public good, not for personal gain; and~~
- ~~● Conduct public deliberations and processes openly, unless required by law to be confidential, in an atmosphere of respect and civility.~~

A. Purpose. The citizens and businesses of the City of Midwest City are entitled to have fair, ethical and accountable local government. To this end, the public should have full confidence that their elected and appointed officials:

1. Comply with both the letter and spirit of the laws and policies affecting the operations of government;
2. Are independent, impartial and fair in their judgment and actions;
3. Use their public office for the public good, not for personal gain; and
4. Conduct public deliberations and processes openly, unless required by law to be confidential, in an atmosphere of respect and civility.

B. Definitions. For the purposes of the Elected Official Accountability Act and Ethics

1 Policy, the following words and/or terms shall have the following meanings unless the context  
2 clearly indicates otherwise:

3  
4 1. “Abusive conduct” means undertaking physical acts upon another City Council  
5 Member, City Authority Member, City Board Member, City Committee Member, City  
6 Commission Member with either the intent to or actually injuring said Member, or verbal  
7 communication direct towards said Member or Members that includes, but is not limited to  
8 cursing, name calling, intimidation, coercion, making false statements, making statements  
9 unsupported by fact and/or evidence.

10  
11 2. “Adjudicative decision” means a decision where the member is called upon to  
12 determine and apply facts peculiar to an individual case.

13  
14 3. “Advocacy” means the act of pleading, supporting or recommending on a  
15 specific topic or action.

16  
17 4. “Bias” means a particular tendency, trend, inclination, feeling or opinion,  
18 especially one that is preconceived or unreasoned.

19  
20 5. “Business entity” means individuals, partnerships, business trusts,  
21 cooperatives, associates, corporations, limited liability companies or any other firm, group or  
22 concern which functions as a separate entity for business purposes.

23  
24 6. “Common good” means betterment of the general public.

25  
26 7. “Conduct” means mode of action.

27  
28 8. “Conflict-of-Interest” means a clash between the public interest and the private  
29 interest of the individual concerned.

30  
31 9. “Direct Interest” means an interest that is certain and not contingent or doubtful.

32  
33 10. “Family” means, Mother, Father, Spouse, Child (whether natural, adopted or  
34 foster), Grandparent, Aunt, Uncle, First Cousin, Brother or Sister.

35  
36 11. “Impartiality” means the treating of all issues or persons alike, equitably, fairly  
37 and justly.

38  
39 12. “Impropriety” means unfitness or unsuitable to character, time, place or  
40 circumstances.

41  
42 13. “Independence” means freedom from influence or controls other than those  
43 established by law.

44  
45 14. “Indirect interest” means an interest by an intermediary, other than him/herself.  
46

1           15. “Material financial interest” means direct or indirect financial or beneficial  
2 financial interest of any kind or an interest that results in or is reasonably expected to return  
3 or produce some monetary gain or other material thing of value.  
4

5           16. “Member” means a person who has been elected or appointed to the City  
6 Council, City Authorities, City Boards, City Committees and City Commissions established  
7 by State Statute and/or City ordinance.  
8

9           17. “Personal bias” means a bias that is based on a person’s life, relationships, or  
10 emotions.  
11

12           18. “Personal Conduct” means an individual’s behavior, actions, management of  
13 oneself, or deportment.  
14

15           19. “Personal Gain” means a benefit received by an individual or member of the  
16 individual’s family.  
17

18           20. “Policies of the City Council” means those items adopted by a majority of the  
19 members of the City Council through resolution or other action that regulates the City Council  
20 meetings or actions of City Council members.  
21

22           21. “Professional Conduct” means the accepted manner in which an individual in  
23 a professional or meeting setting is reasonably expected to act.  
24

25           22. “Public Discussion” means that time set aside on the City Council, Board, or  
26 Authority agenda where by members of the public may direct comments to the Members of  
27 the City Council within the parameters set by the Policies of the City Council.  
28

29           23. “Public interest” means the collective well-being of the community, its  
30 institutions, its people, its businesses and its professional services.  
31

32           24. “Public issues” means issues that impact the citizens of the City of Midwest  
33 City directly that are community-based, civically based, or societal based.  
34

35           25. “Public meeting” has the same definition as contained in the Oklahoma Open  
36 Meetings Act, Title 25 of the Oklahoma Statutes, Section 301 et seq.  
37

38           26. “Receiving information” means obtaining information, whether solicited or  
39 not, on a topic or issue either during a City Council meeting or outside a City Council meeting.  
40

41           27. “Reproach” means to address another person in such a way as to express  
42 disapproval or disappointment.  
43

44           28. “Stewardship” means the duties of supervising or taking care of something,  
45 such as an organization or property.  
46

1           29.     “Substantiated” means a complaint that alleges a violation of either Part (C) and/or  
2 Part (D) of this Ordinance has been verified by competent facts and that substantial evidence exists  
3 to support.

4  
5           30.     “Unsubstantiated” means a complaint that alleges a violation of this Ordinance that  
6 is not supported by competent facts or substantial evidence or existent of facts and/or an allegation  
7 that is not a per se violation of this Ordinance.

8  
9 **C.     Ethical Standards.** ~~Therefore, members~~ Members of the City Council and of all  
10 Authorities, Boards, Committees and Commissions shall conduct themselves in accordance  
11 with the following ethical standards:

- 12           1. **Act in the Public Interest.** Recognizing that stewardship of the public interest  
13 ~~must~~ shall be their primary concern, members ~~will~~ shall work for the common  
14 good of the people of the City of Midwest City and not for any private or  
15 personal interest unless said interest is also a public interest, and they ~~will~~ shall  
16 assure fair and equal treatment of all persons, claims and transactions coming  
17 before them.
- 18  
19           2. **Comply with both the spirit and the letter of the Law and City Policy.** Members  
20 shall comply with the laws of the ~~nation~~ United States, the State of Oklahoma  
21 and the ordinances of the City of Midwest City in the performance of their  
22 ~~public~~ duties as established by state law, city charter or city ordinance.
- 23  
24           3. **Conduct of Members.** The professional and personal conduct of members while  
25 exercising their office ~~must~~ shall be above reproach and avoid even the  
26 appearance of impropriety. Members shall refrain from abusive conduct towards  
27 other members, ~~and~~ the staff or public.
- 28  
29           4. **Respect for Process.** Members shall perform their duties in accordance with the  
30 ~~processes and rules of order~~ policies established by the City Council.
- 31  
32           5. **Conduct at Public Meetings.** Members shall prepare themselves for public  
33 issues; listen courteously and attentively to all public discussions before the  
34 body; and focus on the business at hand.
- 35  
36           6. **Decisions Based on Merit.** Members shall base their decisions on the merits  
37 and substance of the matter at hand, rather than on unrelated considerations.  
38 When making adjudicative decisions ~~(those decisions where the member is~~  
39 ~~called upon to determine and apply facts peculiar to an individual case),~~  
40 members shall maintain an open mind until the conclusion of the hearing on  
41 the matter and shall base their decisions on the facts presented at the hearing and  
42 the law.
- 43  
44           7. **Communication.** For adjudicative matters pending before the body, members  
45 shall refrain from receiving information outside of an open public meeting or  
46 the agenda materials, except on advice of the City Attorney. Members shall



1 publicly disclose substantive information that is relevant to a matter under  
2 consideration by the body which they may have received from sources outside  
3 of the public decision-making process.  
4

- 5 8. **Conflict of Interest.** In order to assure their independence and impartiality on  
6 behalf of the common good and compliance with ~~conflict of interest~~ conflict-of-  
7 interest laws, members shall use their best efforts to refrain from ~~creating~~  
8 an appearance of impropriety in their actions and decisions. Members shall not use  
9 their official positions to influence government decisions in which they or a  
10 member of his/her ~~immediate~~ family (~~defined as any person related within the~~  
11 ~~third degree by blood or marriage to the council member~~) have:

12  
13 (a) a material financial interest ~~or on~~ in:

- 14  
15 1) any business entity in which the ~~councilmember~~ member has a direct  
16 or indirect interest;  
17 2) any real property in which the ~~councilmember~~ member has a direct or  
18 indirect interest; or  
19 3) any business entity in which the ~~councilmember~~ member is a director,  
20 officer, partner, trustee or employee, or holds any position of  
21 management.  
22

23 (b) an organizational responsibility or personal relationship which may give  
24 the appearance of a conflict of interest, or  
25

26 (c) a ~~strong~~ personal bias.  
27

28 A member who has a potential conflict of interest regarding a particular  
29 decision shall disclose the matter to the City Attorney and/or City Manager and  
30 reasonably cooperate with the City Attorney to analyze the potential conflict.  
31 ~~If advised by the City Attorney to seek advice from appropriate state agency,~~  
32 ~~a member shall not participate in a decision unless and until he or she has~~  
33 ~~requested and received advice allowing the member to participate. A~~  
34 ~~member shall diligently pursue obtaining such advice. The member shall~~  
35 ~~provide the City Manager and the City Attorney a copy of any written request~~  
36 ~~or advice, and conform his or her participation to the advice given. In~~  
37 ~~providing assistance to members, the City Attorney represents the City and~~  
38 ~~not individual members.~~

39  
40 In accordance with the law, members shall disclose investments, interests in  
41 real property, sources of income, and gifts to the City Attorney and City  
42 Manager; and if they have a conflict of interest regarding a particular  
43 decision, shall not, once the conflict is ascertained, participate in the decision  
44 and shall not discuss or comment on the matter in any way to any person  
45 including other members unless otherwise permitted by law, failure to comply  
46 may lead to conduct being reported to the District Attorney.

1  
2 9. **Gifts and Favors.** Members shall not take any special advantage of services or  
3 opportunities for personal gain, by virtue of their public office that is not  
4 available to the public in general. ~~They~~ Members shall refrain from accepting  
5 any gifts, favors or promises of future benefits which ~~might compromise~~  
6 compromises their independence of judgment or action or give the appearance  
7 of being compromised.

8  
9 No member ~~of the council~~ shall receive any payments or gifts, other than those  
10 provided in the Charter or in the Code of Ordinances, for action or inaction in  
11 his/her ~~elected~~ official capacity.  
12

13 10. **Confidential Information.** Members ~~must~~ shall maintain the confidentiality of  
14 all written materials and verbal information provided to members which is  
15 confidential or privileged. No member ~~of the council~~ shall disclose confidential  
16 discussions occurring in executive session with anyone other than other  
17 ~~councilmember~~ member or invited staff/guests. Members shall neither disclose  
18 confidential information without proper legal authorization, nor use such  
19 information to advance their personal, financial or other private interests, nor shall  
20 any member ~~of the council~~ make, participate in making, or in any way attempt to  
21 use his/her official position to influence the making of any decision that ~~s/he~~ the  
22 member knows or should know will have a reasonably foreseeable material financial  
23 effect, on the member ~~of the council~~ or a ~~member of his/her immediate~~ family  
24 (~~defined as any person related within the third degree by blood or marriage to the~~  
25 ~~councilmember~~) or on:  
26

27 1) Any business entity in which the ~~council~~ member has a direct or indirect  
28 interest;

29 2) Any real property in which the ~~council~~ member has a direct or indirect  
30 interest; or

31 3) Any business entity in which the ~~council~~ member is a director, officer,  
32 partner, trustee or employee, or holds any position of management.

33 11. **Use of Public Resources.** Members shall not use public resources which are  
34 not available to the public in general (e.g., City staff time, equipment, supplies  
35 or facilities) for private gain or for personal purposes not otherwise authorized  
36 by law.  
37

38 12. **Representation of Private Interests.** In keeping with their role as stewards of  
39 the public interest, members ~~of Council~~ shall not appear on behalf of the  
40 private interests of third parties before the Council or any Authority, Board,  
41 Committee, Commission or proceeding of the City, ~~nor shall members of~~  
42 ~~Boards, Committees and Commissions appear before their own bodies or before~~  
43 ~~the Council on behalf of the private interests of third parties on matters related~~  
44 ~~to the areas of service of their bodies.~~  
45

1 13. **Advocacy.** Members shall represent the official policies or positions of the City  
2 Council, Authority, Board, Committee or Commission to the best of their ability  
3 when designated as delegates for this purpose. When presenting their individual  
4 opinions and positions, members shall explicitly state they do not represent their  
5 body or the City of Midwest City, nor will they allow the inference that they do.  
6 Councilmembers and Authority, Board, Committee and Commission members  
7 have the right to endorse candidates for all Council seats or other elected offices.  
8 It is inappropriate to mention or display endorsements during Council meetings,  
9 or Authority, Board, Committee and Commission meetings, or other official City  
10 meetings.

11  
12 14. **Policy Role of Members.** Members shall respect and adhere to the council-  
13 manager structure of City of Midwest City government as outlined in the  
14 Midwest City Code. In this structure, the City Council determines the policies  
15 of the City with the advice, information and analysis provided by City staff,  
16 Authorities, Boards, Committees and Commissions, and the public. Except as  
17 provided by the City Code, members shall not interfere with the administrative  
18 functions of the City or the professional duties of City staff; nor shall they impair  
19 the ability of staff to implement Council policy decisions.  
20

21 15. **Independence of Boards, Committees and Commissions.** Because of the  
22 value of the independent advice of Authorities, Boards, Committees and  
23 Commissions to the public decision-making process, members of City Council  
24 shall refrain from using their position to unduly influence the deliberations or  
25 outcomes of Authorities, Board, Committee and Commission proceedings.  
26

27 16. **Positive Work Place Environment.** Members shall support the maintenance of  
28 a positive and constructive work place environment for City employees and for  
29 citizens and businesses dealing with the City. Members shall recognize their  
30 special role in dealings with City employees to in no way create the perception  
31 of inappropriate direction to staff.  
32

33 (a) Unless the request is otherwise authorized by law, if a member requests research  
34 or other work by City staff, such requests shall be directed to the City Manager, unless  
35 the request is for legal research, then the request shall be directed to the City Attorney.  
36

37 (b) If the request, pursuant to paragraph (C)(16)(a) above, will take more than one  
38 (1) hour of staff time to complete, then the request shall be placed on the next  
39 available City Council Agenda. The City Council shall consider and determine  
40 whether staff time shall be devoted to the request.  
41

42 (c) Any response from City staff to a request pursuant to paragraph (C)(16)(a) above,  
43 shall be distributed to all members of the City Council.  
44

45 (d) Members shall not attempt to pressure or influence discussions,  
46 recommendations, workloads, schedules or priorities of City staff. A violation of

1 this provision is also hereby deemed to be a violation of Article II, Section 6 of the  
2 Charter for the City of Midwest City.

3  
4 **17. Elections.** No member of the council or candidate for council shall receive more  
5 than an amount established by state law in monetary or in-kind donations for  
6 each council election for which the member of council or candidate seeks office.

7  
8 **B. CONDUCT GUIDELINES**

9  
10 **D. Guidelines for Conduct**

11  
12 The ~~Conduct Guidelines~~ following guidelines are designed to describe the manner in which  
13 elected and appointed officials should treat one another, City staff, constituents, and others  
14 they come into contact with while representing the City of Midwest City.

15  
16 **1. Elected and Appointed Officials' Conduct with Each Other in Public Meetings**

17  
18 Elected and appointed officials are individuals with a wide variety of backgrounds,  
19 personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve  
20 in public office in order to preserve and protect the present and the future of the  
21 community. In all cases, this common goal should be acknowledged even though  
22 individuals may not agree on every issue.

23  
24 *(a) Honor the role of the chair in maintaining order*

25 It is the responsibility of the chair to keep the comments of members on track  
26 during public meetings. Members should honor efforts by the chair to focus  
27 discussion on current agenda items. If there is disagreement about the agenda  
28 or the chair's actions, those objections should be voiced politely and with  
29 reason, following procedures outlined in parliamentary procedure.

30  
31 *(b) Practice civility and decorum in discussions and debate*

32 Difficult questions, tough challenges to a particular point of view, and criticism  
33 of ideas and information are legitimate elements of debate by a free democracy  
34 in action. Free debate does not require nor justify the making of, however,  
35 ~~public officials to make~~ belligerent, personal, impertinent, slanderous,  
36 threatening, abusive, or disparaging comments.

37  
38 *(c) Avoid personal comments that could offend other members*

39 If a member is personally offended by the remarks of another member, the offended  
40 member should make notes of the actual words used and call for a "point of  
41 personal privilege" that challenges the other member to justify or apologize for  
42 the language used. The chair will maintain control of this discussion.

43  
44 *(d) Demonstrate effective problem-solving approaches*

45 Members have a public stage and have the responsibility to show how individuals  
46 with disparate points of view can find common ground and seek a compromise

1 that benefits the community as a whole.

## 2 3 **2. Elected and Appointed Officials' Conduct with the Public in Public Meetings**

4  
5 Making the public feel welcome is an important part of the democratic process. No  
6 signs of partiality, prejudice or disrespect should be evident on the part of individual  
7 members toward an individual participating in a public forum. Every effort should be  
8 made to be fair and impartial in listening to public testimony or comment.

9  
10 (a) *Be welcoming to speakers and treat them with care and gentleness.*

11 While questions of clarification may be asked, the official's primary  
12 role ~~during public testimony~~ is to listen.

13  
14 (b) *Be fair and equitable in allocating public hearing time to individual*  
15 *speakers.*

16 The chair will ~~determine and~~ announce time limits ~~on~~ for speakers at the  
17 start of ~~the public hearing process~~ testimony or comment in accordance  
18 with the policies established by the City Council.

19  
20 (c) *Practice active listening*

21 It is disconcerting to speakers to have members not look at them when  
22 they are speaking.

23  
24 (d) *Maintain an open mind*

25 Members of the public deserve an opportunity to influence the thinking  
26 of elected and appointed officials.

27  
28 (e) *Ask for clarification, but avoid debate and argument with the public*

29 Only the chair - not individual members - can interrupt a speaker during  
30 a presentation. However, a member can ask the chair for a point of order  
31 if the speaker is off the topic or exhibiting behavior or language the  
32 member finds disturbing.

## 33 34 **3. Elected and Appointed Officials' Conduct with City Staff**

35  
36 Governance of a City relies on the cooperative efforts of elected officials, who set  
37 policy, appointed officials who advise the elected, and City staff who implement and  
38 administer the Council's policies. Therefore, every effort should be made to be  
39 cooperative and show mutual respect for the contributions made by each individual for  
40 the good of the community.

41  
42 (a) *Treat all staff as professionals*

43 Clear, honest communication that respects the abilities, experience, and  
44 dignity of each individual is expected. Poor behavior towards staff is not  
45 acceptable.

46  
47 (b) *Do not disrupt City staff from their jobs*

1 Elected and appointed officials should not disrupt City staff while they  
2 are in meetings, on the phone, or engrossed in performing their job functions  
3 in order to have their individual needs met. Do not attend City staff meetings  
4 unless requested by staff- even if the elected or appointed official does not  
5 say anything, his or her presence implies support, shows partiality, may  
6 intimidate staff, and hampers staffs ability to do their job objectively.  
7

8 (c) *Never publicly criticize an individual employee*

9 Elected and appointed officials should never express concerns about the  
10 performance of a City employee in public, to the employee directly, in  
11 social media, to the press, or to the employee's manager. Comments about  
12 staff performance should only be made to the City Manager through private  
13 correspondence or conversation. Appointed officials should make their  
14 comments regarding staff to the City Manager.  
15

16 (d) *Do not get involved in administrative functions*

17 Elected and appointed officials acting in their individual capacity must not  
18 attempt to influence City staff on the making of appointments, awarding  
19 of contracts, selecting of consultants, processing of development  
20 applications, or granting of City licenses and permits.  
21

22 (e) *Do not solicit political support from staff*

23 Elected and appointed officials should not solicit any type of political  
24 support (financial contributions, display of posters or lawn signs, name on  
25 support list, etc.) from City staff. City staff may, as private citizens with  
26 constitutional rights, support political candidates but all such activities  
27 must be done away from the workplace.  
28

29 (f) *No Attorney-Client Relationship*

30 Members shall not seek to establish an attorney-client relationship with the  
31 City Attorney, including his or her staff and attorneys contracted to work on  
32 behalf of the City. The City Attorney represents the City and not  
33 individual members. Members who consult with the City Attorney cannot  
34 enjoy or establish an attorney-client relationship with the attorney.  
35

36 (g) *Council Member Must Resign*

37 If a sitting council member intends to apply for a full time or part time  
38 position with the City of Midwest City, he/she must resign from the council  
39 before applying for that position.  
40

41 **4. Council Conduct with Boards, Committees and Commissions**  
42

43 The City has established several Boards, Committees and Commissions as a means of  
44 gathering more community input. Citizens who serve on Boards, Committees and  
45 Commissions become more involved in government and serve as advisors to the City  
46 Council. They are a valuable resource to the City's leadership and should be treated

1 with appreciation and respect.

2  
3 (a) *If attending a Board, Committee or Commission meeting, be careful to only*  
4 *express personal opinions.*

5 Councilmembers may attend any Board, Committee or Commission  
6 meeting, which are always open to any member of the public. However, they  
7 should be sensitive to the way their participation - especially if it is on  
8 behalf of an individual, business or developer - could be viewed as unfairly  
9 affecting the process. Any public comments by a Councilmember at a Board,  
10 Committee or Commission meeting should be clearly made as individual  
11 opinion and not a representation of the feelings of the entire City Council.  
12

13 (b) *Limit contact with Board, Committee and Commission members to*  
14 *questions of clarification*

15 It is inappropriate for a Councilmember to contact a Board, Committee or  
16 Commission member to lobby on behalf of an individual, business, or  
17 developer, and vice versa. It is acceptable for Councilmembers to contact  
18 Board, Committee or Commission members in order to clarify a position  
19 taken by the Board, Committee or Commission.  
20

21 (c) *Respect that Boards, Committees and Commissions serve the community,*  
22 *not individual Councilmembers*

23 The City Council appoints individuals to serve on Boards, Committees and  
24 Commissions, and it is the responsibility of Boards, Committees and  
25 Commissions to follow policy established by the Council. But Board,  
26 Committee and Commission members do not report to individual  
27 Councilmembers, nor should Councilmembers feel they have the power or  
28 right to threaten Board, Committee and Commission members with removal  
29 if they disagree about an issue. Appointment and re-appointment to a Board,  
30 Committee or Commission should be based on such criteria as expertise,  
31 ability to work with staff and the public, and commitment to fulfilling official  
32 duties. A Board, Committee or Commission appointment should not be  
33 used as a political "reward."  
34

35 (d) *Be respectful of diverse opinions*

36 A primary role of Boards, Committees and Commissions is to represent  
37 many points of view in the community and to provide the Council with  
38 advice based on a full spectrum of concerns and perspectives.  
39 Councilmembers may have a closer working relationship with some  
40 individuals serving on Boards, Committees and Commissions, but must  
41 be fair and respectful of all citizens serving on Boards, Committees and  
42 Commissions.  
43

44 (e) *Keep political support away from public forums*

45 Board, Committee and Commission members may offer political support  
46 to a Councilmember, but not in a public forum while conducting official

1 duties. Conversely, Councilmembers may support Board, Committee and  
2 Commission members who are running for office, but not in an official  
3 forum in their capacity as a Councilmember.  
4

5 ~~C. VIOLATION~~

6  
7 E. Enforcement Procedures.  
8

9 1. If a member believes another member has violated any of the requirements of Part  
10 (C) or the recommendations of Part (D) above, that member may choose to discuss the matter with  
11 the other member in an informal setting to resolve any issue.  
12

13 2. Any person may file a formal complaint concerning the actions of a member that  
14 appears to be a violation of Parts (C) or (D) above. Said complaint shall be in writing and initially  
15 submitted to the City Attorney. Upon receipt of a formal written complaint, the City Attorney  
16 shall forward the complaint to the City Manager. The City Manager and City Attorney shall advise  
17 the City Council of the receipt of a formal complaint in Executive Session.  
18

19 3. There is hereby established an Ethics Review Officer to review any formal written  
20 complaints. The Ethics Review officer shall be appointed by the Mayor, if the Mayor is the subject  
21 of the complaint, then the Vice-Mayor shall appoint, if the Vice-Mayor is also the subject of the  
22 complaint, then the City Manager shall appoint, if the City Manager is also the subject of the  
23 complaint, then the City Attorney shall appoint. The Ethics Review Officer shall be a former  
24 Mayor for the City of Midwest City. If a former mayor is not available or is unwilling to serve,  
25 then a former vice-mayor of the City of Midwest City shall be appointed, if a former vice-mayor  
26 is not available or is unwilling to serve, then a former City Council Member of the City of Midwest  
27 City shall be appointed to serve.  
28

29 4. The City Manager is hereby authorized to enter into contracts with the appointed  
30 Ethics Review Officer for their services. The contract will set an hourly rate for said services.  
31

32 5. Upon review of a formal written complaint by the City Manager and the City  
33 Attorney, the City Manager shall contact the Ethics Review Officer concerning the complaint and  
34 the City Attorney shall forward a copy of the complaint to the Ethics Review Officer.  
35

36 6. The Ethics Review Officer shall investigate the complaint to determine if the  
37 complaint is substantiated or unsubstantiated. The Ethics Review Officer shall have all the  
38 resources that the City of Midwest City has available to undertake the investigation. The Ethics  
39 Review Officer, City Manager and City Attorney shall establish timelines for the completion of  
40 the investigation and issuance of a written report based on the types and complexity of issues raised  
41 in the complaint. The City Manager shall notify the members of the City Council concerning the  
42 timeline established.  
43

44 7. Upon completion of the investigation, the Ethics Review Officer shall issue a  
45 written report of its findings and recommendations on each issue raised in the complaint, whether  
46 that issue is substantiated or unsubstantiated, the reasoning for the finding and any



1 recommendations as to a resolution based on the options listed in Paragraphs (E)(9), (E)(10), or  
2 (E)(11) of this City Ordinance.

3  
4 8. If the Ethics Review Officer finds that the complaint is unsubstantiated, the report  
5 shall be submitted to the City Manager and City Attorney. The City Attorney shall forward the  
6 findings of the Ethics Review Officer to the complainant and the member who the complaint was  
7 filed against. If the Ethics Review Officer finds two consecutive complaints from the same  
8 complainant against the same member as unsubstantiated, then the City Attorney shall not forward  
9 any future complaints from the complainant concerning the member to either the City Manager or  
10 the Ethics Review Officer. The City Council shall be notified by the City Manager of the findings  
11 in the report from the Ethics Review Officer;

12  
13 9. If the complaint concerns issues with recommendations contained in Part (D) above  
14 only, and the investigation by the Ethics Review Officer finds the complaint is substantiated, the  
15 Ethics Review Officer Report shall be submitted to the City Manager and City Attorney. The City  
16 Manager shall place the Report on the City Council Agenda for Executive Session. The City  
17 Attorney shall forward the Report to the complainant, member who the complaint is filed against  
18 and the members of the City Council. During the Executive Session of the City Council meeting  
19 the complainant and the member who the complaint was filed against shall be invited to appear.  
20 The Report shall be discussed and either no action and/or oral counselling shall be provided or  
21 occur during the Executive Session.

22  
23 10. If the complaint concerns issues with recommendations contained in Part (D) above  
24 and requirements contained in Part (C) above, and only the issues identified in Part (D) above are  
25 substantiated, then the processes contained in Paragraph (E)(9) of this City Ordinance shall be  
26 followed.

27  
28 11. If the complaint concerns issues with the requirements contained in Part (C) above  
29 only, or recommendations contained in Part (D) above and requirements contained in Part (C)  
30 above combined and the issues contained in Part (C) are substantiated, the Ethics Review Officer  
31 Report shall be submitted to the City Manager and City Attorney. The City Manager shall place  
32 the Report on the City Council Agenda for Executive Session. The City Attorney shall forward  
33 the Report to the complainant, member who the complaint is filed against and the members of the  
34 City Council. During the Executive Session of the City Council meeting the complainant, the  
35 Ethics Review Officer and the member who the complaint was filed against shall be invited to  
36 appear. The Report shall be discussed during the Executive Session. The City Council may vote  
37 to resolve the complaint based on the recommendations of the Ethics Review Officer or different  
38 than the recommendations of the Ethics Review Officer, which may include but not be limited to:

- 39  
40 a. take no action;  
41 b. oral counselling;  
42 c. written counselling;  
43 d. written reprimand;  
44 e. censure; or  
45 f. referral to the Oklahoma County District Attorney and/or Oklahoma

46 Attorney General for appropriate action pursuant to state law.

1  
2 The vote by the members of the City Council shall occur in open meeting and may include one or  
3 more of the possible resolutions to the complaint.

4  
5 12. If there is a subsequent complaint received on a member based on the same or  
6 similar issues that has been previously substantiated and the investigation into the subsequent  
7 complaint results in a substantiated finding, the resolution to the complaint can be no less that what  
8 the City Council voted and approved on the previous complaint.

9  
10 ~~Councilmembers: Councilmembers who intentionally and repeatedly do not follow proper~~  
11 ~~conduct may be reprimanded or formally censured by the Council, lose seniority or committee~~  
12 ~~assignments (both within the City of Midwest City and with intergovernmental agencies) or~~  
13 ~~other privileges afforded by the Council. Serious infractions of the Code of Ethics or Code of~~  
14 ~~Conduct could lead to other sanctions as deemed appropriate by the Council.~~

15  
16 ~~Individual Councilmembers should point out to the offending Councilmember perceived~~  
17 ~~infractions of the Code of Ethics and Conduct. If the offenses continue, then the matter should~~  
18 ~~be referred to the Mayor in private. If the Mayor is the individual whose actions are being~~  
19 ~~questioned, then the matter should be referred to the Vice Mayor. It is the responsibility of~~  
20 ~~the Mayor (or Vice Mayor) to initiate action if a Councilmember's behavior may warrant~~  
21 ~~sanction. If no action is taken by the Mayor (or Vice Mayor), then the alleged violation(s) can~~  
22 ~~be brought up with the full Council.~~

23  
24 ~~Board, Committee and Commission Members: Counseling, verbal reprimands and written~~  
25 ~~warnings may be administered by the Mayor to Board, Committee and Commission members~~  
26 ~~failing to comply with City policy. These lower levels of sanctions shall be kept private to the~~  
27 ~~degree allowed by law. Copies of all written reprimands administered by the Mayor shall be~~  
28 ~~distributed in memo format to the chair of the respective Board, Committee or Commission,~~  
29 ~~the City Clerk, the City Attorney, the City Manager, and the City Council.~~

30  
31 ~~The City Council may impose sanctions on Board, Committee and Commission~~  
32 ~~members whose conduct does not comply with the policies and/or rules for said Boards,~~  
33 ~~Committees or Commissions, up to and including removal from office. Any form of~~  
34 ~~discipline imposed by Council shall be determined by a majority vote of at least a quorum~~  
35 ~~of the Council at a noticed public meeting and such action shall be preceded by a Report~~  
36 ~~to Council with supporting documentation.~~

37  
38 ~~When deemed warranted, the Mayor or majority of Council may call for an investigation~~  
39 ~~of Board, Committee or Commission member conduct. Also, should the City Manager or~~  
40 ~~City Attorney believe an investigation is warranted, they shall confer with the Mayor or~~  
41 ~~Council. The Mayor or Council shall ask the City Manager or the City Attorney to~~  
42 ~~investigate the allegation and report the findings.~~

43  
44 ~~These sanctions are alternatives to any other remedy that might otherwise be available to~~  
45 ~~remedy conduct that violates this code or state or federal law. In order to protect and~~  
46 ~~preserve good government, any individual including the City Manager and the City Attorney~~

1 ~~after complying with Rule 1.13 of the State Bar Rules of Professional Conduct, who knows~~  
2 ~~or reasonably believes a member acts or intends or refuses to act in a manner that is or may~~  
3 ~~be a violation of law reasonably imputable to the organization, or in a manner which is~~  
4 ~~likely to result in substantial injury to the organization, may report the violation to the~~  
5 ~~appropriate governmental authorities.~~

6  
7 ~~A violation of any item listed in the Ethics Code, section A, shall be a misdemeanor punishable~~  
8 ~~upon conviction by a fine, the amount of which shall be five hundred dollars (\$500.00).~~  
9 ~~Any person convicted of a violation of this section shall immediately be removed from~~  
10 ~~office and shall forever be disqualified from filing for or holding a city elective office.~~

11  
12 **Section 2.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby  
13 repealed.

14  
15 **Section 3.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for  
16 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions  
17 of the ordinance.

18  
19 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,  
20 Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

21  
22 **THE CITY OF MIDWEST CITY, OKLAHOMA**

23  
24  
25 \_\_\_\_\_  
26 MATTHEW D. DUKES, II, Mayor

27  
28 ATTEST:

29  
30  
31 \_\_\_\_\_  
32 SARA HANCOCK, City Clerk

33  
34  
35 Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

36  
37  
38 \_\_\_\_\_  
39 DONALD D. MAISCH, City Attorney

1 **ORDINANCE NO. \_\_\_\_\_**

2  
3 **AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER**  
4 **2 ADMINISTRATION, ARTICLE II, CITY COUNCIL, SECTION 2-17, ELECTED**  
5 **OFFICIAL ACCOUNTABILITY ACT AND ETHICS POLICY; AND PROVIDING FOR**  
6 **REPEALER AND SEVERABILITY.**

7  
8 **BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY,**  
9 **OKLAHOMA:**

10  
11 **ORDINANCE**  
12

13 **Section 1.** The Midwest City Municipal Code, Chapter 2, Administration, Article II, City Council,  
14 Section 2-17, is hereby amended to read as follows:

15  
16 **Sec. 2-17. - Elected Official Accountability and Ethics Policy.**

17  
18 **A. Purpose.** The citizens and businesses of the City of Midwest City are  
19 entitled to have fair, ethical and accountable local government. To this end, the public  
20 should have full confidence that their elected and appointed officials:

- 21
- 22 1. Comply with both the letter and spirit of the laws and policies affecting the
- 23 operations of government;
- 24 2. Are independent, impartial and fair in their judgment and actions;
- 25 3. Use their public office for the public good, not for personal gain; and
- 26 4. Conduct public deliberations and processes openly, unless required by law to be
- 27 confidential, in an atmosphere of respect and civility.
- 28

29 **B. Definitions.** For the purposes of the Elected Official Accountability Act and Ethics  
30 Policy, the following words and/or terms shall have the following meanings unless the context  
31 clearly indicates otherwise:

32  
33 1. “Abusive conduct” means undertaking physical acts upon another City Council  
34 Member, City Authority Member, City Board Member, City Committee Member, City  
35 Commission Member with either the intent to or actually injuring said Member, or verbal  
36 communication direct towards said Member or Members that includes, but is not limited to  
37 cursing, name calling, intimidation, coercion, making false statements, making statements  
38 unsupported by fact and/or evidence.

39  
40 2. “Adjudicative decision” means a decision where the member is called upon to  
41 determine and apply facts peculiar to an individual case.

42  
43 3. “Advocacy” means the act of pleading, supporting or recommending on a  
44 specific topic or action.

45  
46 4. “Bias” means a particular tendency, trend, inclination, feeling or opinion,

1 especially one that is preconceived or unreasoned.

2  
3 5. “Business entity” means individuals, partnerships, business trusts,  
4 cooperatives, associates, corporations, limited liability companies or any other firm, group or  
5 concern which functions as a separate entity for business purposes.

6  
7 6. “Common good” means betterment of the general public.

8  
9 7. “Conduct” means mode of action.

10  
11 8. “Conflict-of-Interest” means a clash between the public interest and the private  
12 interest of the individual concerned.

13  
14 9. “Direct Interest” means an interest that is certain and not contingent or doubtful.

15  
16 10. “Family” means, Mother, Father, Spouse, Child (whether natural, adopted or  
17 foster), Grandparent, Aunt, Uncle, First Cousin, Brother or Sister.

18  
19 11. “Impartiality” means the treating of all issues or persons alike, equitably, fairly  
20 and justly.

21  
22 12. “Impropriety” means unfitness or unsuitable to character, time, place or  
23 circumstances.

24  
25 13. “Independence” means freedom from influence or controls other than those  
26 established by law.

27  
28 14. “Indirect interest” means an interest by an intermediary, other than him/herself.

29  
30 15. “Material financial interest” means direct or indirect financial or beneficial  
31 financial interest of any kind or an interest that results in or is reasonably expected to return  
32 or produce some monetary gain or other material thing of value.

33  
34 16. “Member” means a person who has been elected or appointed to the City  
35 Council, City Authorities, City Boards, City Committees and City Commissions established  
36 by State Statute and/or City ordinance.

37  
38 17. “Personal bias” means a bias that is based on a person’s life, relationships, or  
39 emotions.

40  
41 18. “Personal Conduct” means an individual’s behavior, actions, management of  
42 oneself, or deportment.

43  
44 19. “Personal Gain” means a benefit received by an individual or member of the  
45 individual’s family.

1           20. “Policies of the City Council” means those items adopted by a majority of the  
2 members of the City Council through resolution or other action that regulates the City Council  
3 meetings or actions of City Council members.  
4

5           21. “Professional Conduct” means the accepted manner in which an individual in  
6 a professional or meeting setting is reasonably expected to act.  
7

8           22. “Public Discussion” means that time set aside on the City Council, Board, or  
9 Authority agenda where by members of the public may direct comments to the Members of  
10 the City Council within the parameters set by the Policies of the City Council.  
11

12           23. “Public interest” means the collective well-being of the community, its  
13 institutions, its people, its businesses and its professional services.  
14

15           24. “Public issues” means issues that impact the citizens of the City of Midwest  
16 City directly that are community-based, civically based, or societal based.  
17

18           25. “Public meeting” has the same definition as contained in the Oklahoma Open  
19 Meetings Act, Title 25 of the Oklahoma Statutes, Section 301 *et seq.*  
20

21           26. “Receiving information” means obtaining information, whether solicited or  
22 not, on a topic or issue either during a City Council meeting or outside a City Council meeting.  
23

24           27. “Reproach” means to address another person in such a way as to express  
25 disapproval or disappointment.  
26

27           28. “Stewardship” means the duties of supervising or taking care of something,  
28 such as an organization or property.  
29

30           29. “Substantiated” means a complaint that alleges a violation of either Part (C) and/or  
31 Part (D) of this Ordinance has been verified by competent facts and that substantial evidence exists  
32 to support.  
33

34           30. “Unsubstantiated” means a complaint that alleges a violation of this Ordinance that  
35 is not supported by competent facts or substantial evidence or existent of facts and/or an allegation  
36 that is not a per se violation of this Ordinance.  
37

38 C. **Ethical Standards.** Members shall conduct themselves in accordance with the  
39 following ethical standards:

40           1. **Act in the Public Interest.** Recognizing that stewardship of the public interest  
41 shall be their primary concern, members shall work for the common good of the  
42 people of the City of Midwest City and not for any private or personal interest  
43 unless said interest is also a public interest, and they shall assure fair and equal  
44 treatment of all persons, claims and transactions coming before them.  
45

46           2. **Comply with both the spirit and the letter of the Law and City Policy.** Members

1 shall comply with the laws of the United States, the State of Oklahoma and the  
2 ordinances of the City of Midwest City in the performance of their duties as  
3 established by state law, city charter or city ordinance.  
4

5 3. **Conduct of Members.** The professional and personal conduct of members while  
6 exercising their office shall be above reproach and avoid even the appearance of  
7 impropriety. Members shall refrain from abusive conduct towards other  
8 members, the staff or public.  
9

10 4. **Respect for Process.** Members shall perform their duties in accordance with the  
11 policies established by the City Council.  
12

13 5. **Conduct at Public Meetings.** Members shall prepare themselves for public  
14 issues; listen courteously and attentively to all public discussions before the  
15 body; and focus on the business at hand.  
16

17 6. **Decisions Based on Merit.** Members shall base their decisions on the merits  
18 and substance of the matter at hand, rather than on unrelated considerations.  
19 When making adjudicative decisions, members shall maintain an open mind  
20 until the conclusion of the hearing on the matter and shall base their decisions  
21 on the facts presented at the hearing and the law.  
22

23 7. **Communication.** For adjudicative matters pending before the body, members  
24 shall refrain from receiving information outside of an open public meeting or  
25 the agenda materials, except on advice of the City Attorney. Members shall  
26 publicly disclose substantive information that is relevant to a matter under  
27 consideration by the body which they may have received from sources outside  
28 of the public decision-making process.  
29

30 8. **Conflict of Interest.** In order to assure their independence and impartiality on  
31 behalf of the common good and compliance with conflict-of-interest laws,  
32 members shall use their best efforts to refrain from an appearance of impropriety  
33 in their actions and decisions. Members shall not use their official positions to  
34 influence government decisions in which they or a member of his/her family  
35 have:  
36

37 (a) a material financial interest in:

- 38
- 39 1) any business entity in which the member has a direct or indirect  
40 interest;
  - 41 2) any real property in which the member has a direct or indirect interest;  
42 or
  - 43 3) any business entity in which the member is a director, officer, partner,  
44 trustee or employee, or holds any position of management.  
45

46 (b) an organizational responsibility or personal relationship which may give

1 the appearance of a conflict of interest, or

2  
3 (c) a personal bias.

4  
5 A member who has a potential conflict of interest regarding a particular  
6 decision shall disclose the matter to the City Attorney and/or City Manager and  
7 reasonably cooperate with the City Attorney to analyze the potential conflict.  
8 In providing assistance to members, the City Attorney represents the City and  
9 not individual members.

10  
11 In accordance with the law, members shall disclose investments, interests in  
12 real property, sources of income, and gifts to the City Attorney and City  
13 Manager; and if they have a conflict of interest regarding a particular  
14 decision, shall not, once the conflict is ascertained, participate in the decision  
15 and shall not discuss or comment on the matter in any way to any person  
16 including other members unless otherwise permitted by law, failure to comply  
17 may lead to conduct being reported to the District Attorney.

- 18  
19 9. **Gifts and Favors.** Members shall not take any special advantage of services or  
20 opportunities for personal gain, by virtue of their public office that is not  
21 available to the public in general. Members shall refrain from accepting any  
22 gifts, favors or promises of future benefits which compromises their  
23 independence of judgment or action or give the appearance of being  
24 compromised.

25  
26 No member shall receive any payments or gifts, other than those provided in  
27 the Charter or in the Code of Ordinances, for action or inaction in his/her official  
28 capacity.

- 29  
30 10. **Confidential Information.** Members shall maintain the confidentiality of all  
31 written materials and verbal information provided to members which is  
32 confidential or privileged. No member shall disclose confidential discussions  
33 occurring in executive session with anyone other than other member or invited  
34 staff/guests. Members shall neither disclose confidential information without  
35 proper legal authorization, nor use such information to advance their personal,  
36 financial or other private interests, nor shall any member make, participate in  
37 making, or in any way attempt to use his/her official position to influence the  
38 making of any decision that the member knows or should know will have a  
39 reasonably foreseeable material financial effect, on the member or family or on:

- 40  
41 1) Any business entity in which the member has a direct or indirect interest;  
42 2) Any real property in which the member has a direct or indirect interest;  
43 or  
44 3) Any business entity in which the member is a director, officer, partner,  
45 trustee or employee, or holds any position of management.



1           **11. Use of Public Resources.** Members shall not use public resources which are  
2           not available to the public in general (e.g., City staff time, equipment, supplies  
3           or facilities) for private gain or for personal purposes not otherwise authorized  
4           by law.

5  
6           **12. Representation of Private Interests.** In keeping with their role as stewards of  
7           the public interest, members shall not appear on behalf of the private interests  
8           of third parties before the Council or any Authority, Board, Committee,  
9           Commission or proceeding of the City.

10  
11           **13. Advocacy.** Members shall represent the official policies or positions of the City  
12           Council, Authority, Board, Committee or Commission to the best of their ability  
13           when designated as delegates for this purpose. When presenting their individual  
14           opinions and positions, members shall explicitly state they do not represent their  
15           body or the City of Midwest City, nor will they allow the inference that they do.  
16           Councilmembers and Authority, Board, Committee and Commission members  
17           have the right to endorse candidates for all Council seats or other elected offices.  
18           It is inappropriate to mention or display endorsements during Council meetings,  
19           or Authority, Board, Committee and Commission meetings, or other official City  
20           meetings.

21  
22           **14. Policy Role of Members.** Members shall respect and adhere to the council-  
23           manager structure of City of Midwest City government as outlined in the  
24           Midwest City Code. In this structure, the City Council determines the policies  
25           of the City with the advice, information and analysis provided by City staff,  
26           Authorities, Boards, Committees and Commissions, and the public. Except as  
27           provided by the City Code, members shall not interfere with the administrative  
28           functions of the City or the professional duties of City staff; nor shall they impair  
29           the ability of staff to implement Council policy decisions.

30  
31           **15. Independence of Boards, Committees and Commissions.** Because of the  
32           value of the independent advice of Authorities, Boards, Committees and  
33           Commissions to the public decision-making process, members of City Council  
34           shall refrain from using their position to unduly influence the deliberations or  
35           outcomes of Authorities, Board, Committee and Commission proceedings.

36  
37           **16. Positive Work Place Environment.** Members shall support the maintenance of  
38           a positive and constructive work place environment for City employees and for  
39           citizens and businesses dealing with the City. Members shall recognize their  
40           special role in dealings with City employees to in no way create the perception  
41           of inappropriate direction to staff.

42  
43           (a) Unless the request is otherwise authorized by law, if a member requests research  
44           or other work by City staff, such requests shall be directed to the City Manager, unless  
45           the request is for legal research, then the request shall be directed to the City Attorney.

1 (b) If the request, pursuant to paragraph (C)(16)(a) above, will take more than one  
2 (1) hour of staff time to complete, then the request shall be placed on the next  
3 available City Council Agenda. The City Council shall consider and determine  
4 whether staff time shall be devoted to the request.

5  
6 (c) Any response from City staff to a request pursuant to paragraph (C)(16)(a) above,  
7 shall be distributed to all members of the City Council.

8  
9 (d) Members shall not attempt to pressure or influence discussions,  
10 recommendations, workloads, schedules or priorities of City staff. A violation of  
11 this provision is also hereby deemed to be a violation of Article II, Section 6 of the  
12 Charter for the City of Midwest City.

13  
14 **17. Elections.** No member of the council or candidate for council shall receive more  
15 than an amount established by state law in monetary or in-kind donations for  
16 each council election for which the member of council or candidate seeks office.

17  
18 **D. Guidelines for Conduct**

19  
20 The following guidelines are designed to describe the manner in which elected and  
21 appointed officials should treat one another, City staff, constituents, and others they come  
22 into contact with while representing the City of Midwest City.

23  
24 **1. Elected and Appointed Officials' Conduct with Each Other in Public Meetings**

25  
26 Elected and appointed officials are individuals with a wide variety of backgrounds,  
27 personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve  
28 in public office in order to preserve and protect the present and the future of the  
29 community. In all cases, this common goal should be acknowledged even though  
30 individuals may not agree on every issue.

31  
32 *(a) Honor the role of the chair in maintaining order*

33 It is the responsibility of the chair to keep the comments of members on track  
34 during public meetings. Members should honor efforts by the chair to focus  
35 discussion on current agenda items. If there is disagreement about the agenda  
36 or the chair's actions, those objections should be voiced politely and with  
37 reason, following procedures outlined in parliamentary procedure.

38  
39 *(b) Practice civility and decorum in discussions and debate*

40 Difficult questions, tough challenges to a particular point of view, and criticism  
41 of ideas and information are legitimate elements of debate by a free democracy  
42 in action. Free debate does not require nor justify the making of belligerent,  
43 personal, impertinent, slanderous, threatening, abusive, or disparaging  
44 comments.

45  
46 *(c) Avoid personal comments that could offend other members*

1 If a member is personally offended by the remarks of another member, the offended  
2 member should make notes of the actual words used and call for a "point of  
3 personal privilege" that challenges the other member to justify or apologize for  
4 the language used. The chair will maintain control of this discussion.

5  
6 *(d) Demonstrate effective problem-solving approaches*

7 Members have a public stage and have the responsibility to show how individuals  
8 with disparate points of view can find common ground and seek a compromise  
9 that benefits the community as a whole.

10  
11 **2. Elected and Appointed Officials' Conduct with the Public in Public Meetings**

12  
13 Making the public feel welcome is an important part of the democratic process. No  
14 signs of partiality, prejudice or disrespect should be evident on the part of individual  
15 members toward an individual participating in a public forum. Every effort should be  
16 made to be fair and impartial in listening to public testimony or comment.

17  
18 *(a) Be welcoming to speakers and treat them with care and gentleness.*

19 While questions of clarification may be asked, the official's primary  
20 role is to listen.

21  
22 *(b) Be fair and equitable in allocating public hearing time to individual  
23 speakers.*

24 The chair will announce time limits for speakers at the start of public  
25 testimony or comment in accordance with the policies established by the  
26 City Council.

27  
28 *(c) Practice active listening*

29 It is disconcerting to speakers to have members not look at them when  
30 they are speaking.

31  
32 *(d) Maintain an open mind*

33 Members of the public deserve an opportunity to influence the thinking  
34 of elected and appointed officials.

35  
36 *(e) Ask for clarification, but avoid debate and argument with the public*

37 Only the chair - not individual members - can interrupt a speaker during  
38 a presentation. However, a member can ask the chair for a point of order  
39 if the speaker is off the topic or exhibiting behavior or language the  
40 member finds disturbing.

41  
42 **3. Elected and Appointed Officials' Conduct with City Staff**

43  
44 Governance of a City relies on the cooperative efforts of elected officials, who set  
45 policy, appointed officials who advise the elected, and City staff who implement and  
46 administer the Council's policies. Therefore, every effort should be made to be  
47 cooperative and show mutual respect for the contributions made by each individual for

1 the good of the community.

2  
3 *(a) Treat all staff as professionals*

4 Clear, honest communication that respects the abilities, experience, and  
5 dignity of each individual is expected. Poor behavior towards staff is not  
6 acceptable.

7  
8 *(b) Do not disrupt City staff from their jobs*

9 Elected and appointed officials should not disrupt City staff while they  
10 are in meetings, on the phone, or engrossed in performing their job functions  
11 in order to have their individual needs met. Do not attend City staff meetings  
12 unless requested by staff- even if the elected or appointed official does not  
13 say anything, his or her presence implies support, shows partiality, may  
14 intimidate staff, and hampers staffs ability to do their job objectively.

15  
16 *(c) Never publicly criticize an individual employee*

17 Elected and appointed officials should never express concerns about the  
18 performance of a City employee in public, to the employee directly, in  
19 social media, to the press, or to the employee's manager. Comments about  
20 staff performance should only be made to the City Manager through private  
21 correspondence or conversation. Appointed officials should make their  
22 comments regarding staff to the City Manager.

23  
24 *(d) Do not get involved in administrative functions*

25 Elected and appointed officials acting in their individual capacity must not  
26 attempt to influence City staff on the making of appointments, awarding  
27 of contracts, selecting of consultants, processing of development  
28 applications, or granting of City licenses and permits.

29  
30 *(e) Do not solicit political support from staff*

31 Elected and appointed officials should not solicit any type of political  
32 support (financial contributions, display of posters or lawn signs, name on  
33 support list, etc.) from City staff. City staff may, as private citizens with  
34 constitutional rights, support political candidates but all such activities  
35 must be done away from the workplace.

36  
37 *(f) No Attorney-Client Relationship*

38 Members shall not seek to establish an attorney-client relationship with the  
39 City Attorney, including his or her staff and attorneys contracted to work on  
40 behalf of the City. The City Attorney represents the City and not  
41 individual members. Members who consult with the City Attorney cannot  
42 enjoy or establish an attorney-client relationship with the attorney.

43  
44 *(g) Council Member Must Resign*

45 If a sitting council member intends to apply for a full time or part time  
46 position with the City of Midwest City, he/she must resign from the council

1 before applying for that position.  
2

#### 3 **4. Council Conduct with Boards, Committees and Commissions** 4

5 The City has established several Boards, Committees and Commissions as a means of  
6 gathering more community input. Citizens who serve on Boards, Committees and  
7 Commissions become more involved in government and serve as advisors to the City  
8 Council. They are a valuable resource to the City's leadership and should be treated  
9 with appreciation and respect.  
10

11 *(a) If attending a Board, Committee or Commission meeting, be careful to only*  
12 *express personal opinions.*

13 Councilmembers may attend any Board, Committee or Commission  
14 meeting, which are always open to any member of the public. However, they  
15 should be sensitive to the way their participation - especially if it is on  
16 behalf of an individual, business or developer - could be viewed as unfairly  
17 affecting the process. Any public comments by a Councilmember at a Board,  
18 Committee or Commission meeting should be clearly made as individual  
19 opinion and not a representation of the feelings of the entire City Council.  
20

21 *(b) Limit contact with Board, Committee and Commission members to*  
22 *questions of clarification*

23 It is inappropriate for a Councilmember to contact a Board, Committee or  
24 Commission member to lobby on behalf of an individual, business, or  
25 developer, and vice versa. It is acceptable for Councilmembers to contact  
26 Board, Committee or Commission members in order to clarify a position  
27 taken by the Board, Committee or Commission.  
28

29 *(c) Respect that Boards, Committees and Commissions serve the community,*  
30 *not individual Councilmembers*

31 The City Council appoints individuals to serve on Boards, Committees and  
32 Commissions, and it is the responsibility of Boards, Committees and  
33 Commissions to follow policy established by the Council. But Board,  
34 Committee and Commission members do not report to individual  
35 Councilmembers, nor should Councilmembers feel they have the power or  
36 right to threaten Board, Committee and Commission members with removal  
37 if they disagree about an issue. Appointment and re-appointment to a Board,  
38 Committee or Commission should be based on such criteria as expertise,  
39 ability to work with staff and the public, and commitment to fulfilling official  
40 duties. A Board, Committee or Commission appointment should not be  
41 used as a political "reward."  
42

43 *(d) Be respectful of diverse opinions*

44 A primary role of Boards, Committees and Commissions is to represent  
45 many points of view in the community and to provide the Council with  
46 advice based on a full spectrum of concerns and perspectives.

1 Councilmembers may have a closer working relationship with some  
2 individuals serving on Boards, Committees and Commissions, but must  
3 be fair and respectful of all citizens serving on Boards, Committees and  
4 Commissions.

5  
6 (e) *Keep political support away from public forums*

7 Board, Committee and Commission members may offer political support  
8 to a Councilmember, but not in a public forum while conducting official  
9 duties. Conversely, Councilmembers may support Board, Committee and  
10 Commission members who are running for office, but not in an official  
11 forum in their capacity as a Councilmember.

12  
13 **E. Enforcement Procedures.**

14  
15 1. If a member believes another member has violated any of the requirements of Part  
16 (C) or the recommendations of Part (D) above, that member may choose to discuss the matter with  
17 the other member in an informal setting to resolve any issue.

18  
19 2. Any person may file a formal complaint concerning the actions of a member that  
20 appears to be a violation of Parts (C) or (D) above. Said complaint shall be in writing and initially  
21 submitted to the City Attorney. Upon receipt of a formal written complaint, the City Attorney  
22 shall forward the complaint to the City Manager. The City Manager and City Attorney shall advise  
23 the City Council of the receipt of a formal complaint in Executive Session.

24  
25 3. There is hereby established an Ethics Review Officer to review any formal written  
26 complaints. The Ethics Review officer shall be appointed by the Mayor, if the Mayor is the subject  
27 of the complaint, then the Vice-Mayor shall appoint, if the Vice-Mayor is also the subject of the  
28 complaint, then the City Manager shall appoint, if the City Manager is also the subject of the  
29 complaint, then the City Attorney shall appoint. The Ethics Review Officer shall be a former  
30 Mayor for the City of Midwest City. If a former mayor is not available or is unwilling to serve,  
31 then a former vice-mayor of the City of Midwest City shall be appointed, if a former vice-mayor  
32 is not available or is unwilling to serve, then a former City Council Member of the City of Midwest  
33 City shall be appointed to serve.

34  
35 4. The City Manager is hereby authorized to enter into contracts with the appointed  
36 Ethics Review Officer for their services. The contract will set an hourly rate for said services.

37  
38 5. Upon review of a formal written complaint by the City Manager and the City  
39 Attorney, the City Manager shall contact the Ethics Review Officer concerning the complaint and  
40 the City Attorney shall forward a copy of the complaint to the Ethics Review Officer.

41  
42 6. The Ethics Review Officer shall investigate the complaint to determine if the  
43 complaint is substantiated or unsubstantiated. The Ethics Review Officer shall have all the  
44 resources that the City of Midwest City has available to undertake the investigation. The Ethics  
45 Review Officer, City Manager and City Attorney shall establish timelines for the completion of  
46 the investigation and issuance of a written report based on the types and complexity of issues raised

1 in the complaint. The City Manager shall notify the members of the City Council concerning the  
2 timeline established.

3  
4 7. Upon completion of the investigation, the Ethics Review Officer shall issue a  
5 written report of its findings and recommendations on each issue raised in the complaint, whether  
6 that issue is substantiated or unsubstantiated, the reasoning for the finding and any  
7 recommendations as to a resolution based on the options listed in Paragraphs (E)(9), (E)(10), or  
8 (E)(11) of this City Ordinance.

9  
10 8. If the Ethics Review Officer finds that the complaint is unsubstantiated, the report  
11 shall be submitted to the City Manager and City Attorney. The City Attorney shall forward the  
12 findings of the Ethics Review Officer to the complainant and the member who the complaint was  
13 filed against. If the Ethics Review Officer finds two consecutive complaints from the same  
14 complainant against the same member as unsubstantiated, then the City Attorney shall not forward  
15 any future complaints from the complainant concerning the member to either the City Manager or  
16 the Ethics Review Officer. The City Council shall be notified by the City Manager of the findings  
17 in the report from the Ethics Review Officer;

18  
19 9. If the complaint concerns issues with recommendations contained in Part (D) above  
20 only, and the investigation by the Ethics Review Officer finds the complaint is substantiated, the  
21 Ethics Review Officer Report shall be submitted to the City Manager and City Attorney. The City  
22 Manager shall place the Report on the City Council Agenda for Executive Session. The City  
23 Attorney shall forward the Report to the complainant, member who the complaint is filed against  
24 and the members of the City Council. During the Executive Session of the City Council meeting  
25 the complainant and the member who the complaint was filed against shall be invited to appear.  
26 The Report shall be discussed and either no action and/or oral counselling shall be provided or  
27 occur during the Executive Session.

28  
29 10. If the complaint concerns issues with recommendations contained in Part (D) above  
30 and requirements contained in Part (C) above, and only the issues identified in Part (D) above are  
31 substantiated, then the processes contained in Paragraph (E)(9) of this City Ordinance shall be  
32 followed.

33  
34 11. If the complaint concerns issues with the requirements contained in Part (C) above  
35 only, or recommendations contained in Part (D) above and requirements contained in Part (C)  
36 above combined and the issues contained in Part (C) are substantiated, the Ethics Review Officer  
37 Report shall be submitted to the City Manager and City Attorney. The City Manager shall place  
38 the Report on the City Council Agenda for Executive Session. The City Attorney shall forward  
39 the Report to the complainant, member who the complaint is filed against and the members of the  
40 City Council. During the Executive Session of the City Council meeting the complainant, the  
41 Ethics Review Officer and the member who the complaint was filed against shall be invited to  
42 appear. The Report shall be discussed during the Executive Session. The City Council may vote  
43 to resolve the complaint based on the recommendations of the Ethics Review Officer or different  
44 than the recommendations of the Ethics Review Officer, which may include but not be limited to:

- 45  
46 a. take no action;

- 1           b.     oral counselling;
- 2           c.     written counselling;
- 3           d.     written reprimand;
- 4           e.     censure; or
- 5           f.     referral to the Oklahoma County District Attorney and/or Oklahoma
- 6 Attorney General for appropriate action pursuant to state law.

7  
8 The vote by the members of the City Council shall occur in open meeting and may include one or  
9 more of the possible resolutions to the complaint.

10  
11           12. If there is a subsequent complaint received on a member based on the same or  
12 similar issues that has been previously substantiated and the investigation into the subsequent  
13 complaint results in a substantiated finding, the resolution to the complaint can be no less that what  
14 the City Council voted and approved on the previous complaint.

15  
16 **Section 2.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby  
17 repealed.

18  
19 **Section 3.** 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 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,  
24 Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

25  
26 THE CITY OF MIDWEST CITY, OKLAHOMA

27  
28  
29  
30 \_\_\_\_\_  
31 MATTHEW D. DUKES, II, Mayor

32 ATTEST:

33  
34  
35 \_\_\_\_\_  
36 SARA HANCOCK, City Clerk

37  
38                           Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

39  
40  
41 \_\_\_\_\_  
42 DONALD D. MAISCH, City Attorney





EXECUTIVE SESSION





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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Tim Lyon, City Manager

DATE: January 23, 2024

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

---

Appropriate information will be dispersed during executive session.

  
\_\_\_\_\_  
Tim L. Lyon, City Manager



FURTHER INFORMATION





**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: January 23, 2024  
SUBJECT: Review of the City Manager's Report for the month of December 2023.

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

<b>2018 Election G.O. Bond (270)</b> decreased due to the payments for:	
Capital Outlay	<\$1,150,357>
<b>Sooner Rose TIF (352)</b> decreased because of the payment for:	
Debt service	<\$366,766>
<b>MWC Hospital Authority (425)</b> activities for December:	
Compounded Principal (9010) - realized gain on investment	\$714,245
unrealized gain on investment	\$2,339,558
Discretionary (9050) - realized gain on investment	\$349,159
unrealized gain on investment	\$1,143,695
In Lieu of/ ROR/ Misc. (9060) – SSM hospital rent	\$1,000,001

*Tiatia Cromar*

Tiatia Cromar  
Finance Director/ City Treasurer

City of Midwest City  
Financial Summary by Fund  
for Period Ending December, 2023  
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2023 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	10,270,416	(33,077)	7,097,989	4,244,951	(1,105,601)	3,139,350	10,237,339
10	GENERAL	13,973,786	(154,961)	15,529,517	23,490,270	(25,200,962)	(1,710,692)	13,818,825
13	STREET AND ALLEY FUND	1,812,818	-	1,905,998	287,239	(380,419)	(93,180)	1,812,818
14	TECHNOLOGY FUND	686,235	-	724,414	158,705	(196,884)	(38,179)	686,235
15	STREET LIGHT FEE	1,033,939	-	1,171,042	318,016	(455,119)	(137,103)	1,033,939
16	REIMBURSED PROJECTS	884,929	(2,600)	1,838,556	254,816	(1,211,043)	(956,227)	882,329
20	MWC POLICE DEPARTMENT	14,630,227	(4,092)	13,184,653	10,170,878	(8,729,395)	1,441,482	14,626,136
21	POLICE CAPITALIZATION	1,967,236	-	1,514,448	913,310	(460,521)	452,788	1,967,236
25	JUVENILE FUND	98,162	-	95,468	35,300	(32,607)	2,693	98,162
30	POLICE STATE SEIZURES	106,644	-	109,437	2,086	(4,879)	(2,793)	106,644
31	SPECIAL POLICE PROJECTS	83,957	-	81,429	6,604	(4,077)	2,527	83,957
34	POLICE LAB FEE FUND	14,447	-	18,545	474	(4,571)	(4,097)	14,447
35	EMPLOYEE ACTIVITY FUND	15,822	-	17,569	10,979	(12,726)	(1,747)	15,822
36	JAIL	201,107	-	181,401	43,636	(23,930)	19,706	201,107
37	POLICE IMPOUND FEE	116,016	-	104,051	18,899	(6,934)	11,964	116,016
40	MWC FIRE DEPARTMENT	9,634,186	(4)	8,860,897	7,856,516	(7,083,230)	773,286	9,634,182
41	FIRE CAPITALIZATION	2,626,965	-	2,266,633	390,543	(30,211)	360,333	2,626,965
45	MWC WELCOME CENTER	549,876	-	475,662	116,810	(42,596)	74,214	549,876
46	CONV / VISITORS BUREAU	670,173	-	576,761	214,112	(120,700)	93,412	670,173
60	CAPITAL DRAINAGE IMP	450,536	-	444,840	245,422	(239,726)	5,696	450,536
61	STORM WATER QUALITY	1,598,497	-	1,489,045	425,057	(315,605)	109,452	1,598,497
65	STREET TAX FUND	2,251,885	-	2,397,811	335,593	(481,519)	(145,926)	2,251,885
70	EMERGENCY OPER FUND	1,472,002	-	1,376,402	455,375	(359,775)	95,599	1,472,001
75	PUBLIC WORKS ADMIN	1,099,790	-	1,052,349	679,639	(632,197)	47,442	1,099,790
80	INTERSERVICE FUND	564,099	-	632,994	1,754,223	(1,823,118)	(68,895)	564,099
81	SURPLUS PROPERTY	713,346	(562,130)	127,706	41,996	(18,486)	23,511	151,216
115	ACTIVITY FUND	521,523	(2,550)	478,528	159,574	(119,130)	40,444	518,973
123	PARK & RECREATION	1,685,269	(76,271)	2,585,167	535,346	(1,511,515)	(976,169)	1,608,998
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	315,551	(315,551)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	174,357	(8,957)	175,016	39,475	(49,092)	(9,617)	165,400
143	GRANT FUNDS	52,268	7,732	60,000	467,086	(467,086)	-	60,000
157	CAPITAL IMPROVEMENTS	3,554,553	-	3,422,471	1,348,821	(1,216,739)	132,083	3,554,553
172	CAP. WATER IMP-WALKER	2,819,027	-	3,517,645	303,787	(1,002,405)	(698,618)	2,819,027

City of Midwest City  
Financial Summary by Fund  
for Period Ending December, 2023

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2023 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
178	CONST LOAN PAYMENT REV	5,051,903	(10,247)	4,618,759	483,721	(60,824)	422,897	5,041,656
184	SEWER BACKUP FUND	75,780	-	78,271	1,508	(4,000)	(2,492)	75,780
186	SEWER CONSTRUCTION	7,790,001	-	8,051,367	986,517	(1,247,883)	(261,366)	7,790,001
187	UTILITY SERVICES	1,024,214	(924)	845,050	699,245	(521,005)	178,241	1,023,290
188	CAP. SEWER IMP.-STROTH	2,067,870	-	1,783,408	425,578	(141,116)	284,462	2,067,870
189	UTILITIES CAPITAL OUTLAY	2,922,006	(103,973)	2,649,282	252,730	(83,979)	168,751	2,818,033
190	MWC SANITATION DEPARTMENT	6,522,096	-	6,092,220	4,490,951	(4,061,075)	429,876	6,522,096
191	MWC WATER DEPARTMENT	5,236,140	-	4,750,723	4,268,393	(3,782,976)	485,417	5,236,140
192	MWC SEWER DEPARTMENT	5,988,582	(8)	5,573,077	4,405,827	(3,990,329)	415,497	5,988,574
193	MWC UTILITIES AUTHORITY	1,322,277	-	1,035,593	287,208	(523)	286,685	1,322,277
194	DOWNTOWN REDEVELOPMENT	519,591	-	470,038	44,508	5,045	49,553	519,591
195	HOTEL/CONFERENCE CENTER	273,214	(996,933)	(772,157)	1,753,871	(1,705,433)	48,438	(723,719)
196	HOTEL 4% FF&E	779,014	-	721,137	87,102	(29,225)	57,877	779,014
197	JOHN CONRAD REGIONAL GOLF	1,144,465	(203,234)	657,214	1,010,158	(726,141)	284,017	941,231
201	URBAN RENEWAL AUTHORITY	135,983	-	98,591	37,392	-	37,392	135,983
202	RISK MANAGEMENT	193,195	(37)	881,634	649,841	(1,338,316)	(688,475)	193,159
204	WORKERS COMP	4,192,541	-	4,211,806	520,982	(540,247)	(19,265)	4,192,541
220	ANIMALS BEST FRIEND	71,830	(2,000)	73,232	37,464	(40,866)	(3,402)	69,830
225	HOTEL MOTEL FUND	-	-	-	360,421	(360,421)	-	-
230	CUSTOMER DEPOSITS	1,495,336	(1,495,336)	-	29,509	(29,509)	-	-
235	MUNICIPAL COURT	82,092	(82,092)	-	1,796	(1,796)	-	-
240	L & H BENEFITS	2,490,669	(126,256)	2,570,990	5,041,562	(5,248,139)	(206,577)	2,364,413
250	CAPITAL IMP REV BOND	3,501,736	(37,331,502)	(36,365,089)	8,476,609	(5,941,286)	2,535,323	(33,829,766)
269	2002 G.O. STREET BOND	60,734	-	191,585	2,018	(132,869)	(130,851)	60,734
270	2018 ELECTION G.O. BOND	6,546,404	(47,065)	8,421,966	203,513	(2,126,141)	(1,922,628)	6,499,339
271	2018 G.O. BONDS PROPRIETARY	422,516	(121,172)	314,522	8,143	(21,321)	(13,178)	301,344
272	2022 ISSUE G.O. BOND	1,097,018	(35,000)	2,513,068	28,029	(1,479,078)	(1,451,049)	1,062,018
310	DISASTER RELIEF	7,967,011	(195,794)	7,293,918	659,251	(181,952)	477,298	7,771,216
340	REVENUE BOND SINKING FUND	-	-	-	2,896,468	(2,896,468)	-	-
350	G. O. DEBT SERVICES	2,939,337	(14,576)	2,981,462	719,610	(776,310)	(56,700)	2,924,762
352	SOONER ROSE TIF	1,322,924	-	1,099,602	593,589	(370,266)	223,322	1,322,924
353	ECONOMIC DEV AUTHORITY	61,078,076	(51,173,144)	9,418,940	943,784	(457,792)	485,993	9,904,933
354	NORTHSIDE TIF	271,412	(267,076)	-	4,336	-	4,336	4,336
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	114,740,441	(18,830)	111,301,846	6,012,166	(2,592,400)	3,419,766	114,721,611
425-9050	MWC HOSP AUTH-DISCRETIONARY	25,789,391	(8,307)	22,013,675	4,286,230	(518,820)	3,767,410	25,781,085
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	11,623,611	(3,416)	10,858,612	1,015,099	(253,515)	761,584	11,620,196
425-9080	MWC HOSP AUTH GRANTS	656,827	-	93,916	562,908	3	562,912	656,827
	<b>TOTAL</b>	<b>363,736,362</b>	<b>(93,073,832)</b>	<b>258,048,728</b>	<b>107,929,125</b>	<b>(95,315,321)</b>	<b>12,613,804</b>	<b>270,662,532</b>



# The City Of Midwest City Neighborhood Services Department

*Code Enforcement • Neighborhood Initiative*  
8726 SE 15<sup>th</sup> Street, Midwest City, OK 73110  
(405)739-1005

**Date:** January 23, 2024  
**To:** Honorable Mayor and City Council  
**From:** Mike S. Stroh, Neighborhood Services Director  
**Subject:** Code Enforcement Report

Code Enforcement report for full year of 2023.

*Mike S. Stroh*

Mike S. Stroh, Neighborhood Services Director



**The City of Midwest City**  
**Neighborhood Services Department**  
Code Enforcement - Neighborhood Initiative - Property Maintenance

Code Enforcement Summary Report - 1/1/2023 to 12/31/2023

**Cases Created by AssignedTo**

BKelton	70
BMiller	18
BWood	1,230
DPatterson	1,845
ECummings	3,190
EJones	1,483
GVangilder	101
JCrutcher	622
LKrout	153
SBarnard	564
<b>Total:</b>	<b>9,276</b>

**Cases Created by Category**

CE Other Nuisance	2,113
CE Rubbish	722
CE Structures	2,135
CE Tall Grass & Weeds	2,027
CE Trash & Debris	1,756
CE Vehicles	523
<b>Total:</b>	<b>9,276</b>

**Cases Created by Ward**

1	1,793
2	2,798
3	675
4	894
5	2,422
6	637
<b>Total:</b>	<b>9,219</b>

**Reinspections**

BKelton	72
BMiller	8
BWood	846
DPatterson	1,561
ECummings	3,287
EJones	1,484
GVangilder	106
JCrutcher	331
LKrout	52
SBarnard	295
<b>Total:</b>	<b>8,042</b>



**Citations**

BKelton	1
BWood	54
DPatterson	163
ECummings	273
EJones	59
JCrutcher	2
SBarnard	36
<b>Total:</b>	<b>588</b>

**Cases With Abatement Contracts**

BKelton	6
BWood	41
DPatterson	102
ECummings	187
EJones	146
GVangilder	14
JCrutcher	29
SBarnard	8
<b>Total:</b>	<b>533</b>

**Cases "Cleared" (Closed)**

BKelton	68
BMiller	18
BWood	1,171
DPatterson	1,652
ECummings	3,004
EJones	1,363
GVangilder	101
JCrutcher	593
LKroust	134
SBarnard	398
<b>Total:</b>	<b>8,502</b>

# MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

December 5, 2023 - 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 December 5, 2023 - 5:00 p.m., with the following members present:

Commissioners present:      Russell Smith  
   Jess Huskey  
   Jim Smith  
   Dee Collins  
   Rick Rice

Commissioner absent:      Dean Hinton

Staff present:                      Matthew Summers, Planning and Zoning Director  
   Emily Richey, Current Planning Manager  
   Tami Anderson, Administrative Assistant  
   Patrick Menefee, City Engineer

## 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 Dee Collins seconded by Rick Rice, to approve the minutes of the Nov. 7, 2023 Planning Commission meeting as presented.  
Voting aye: R. Smith, Huskey, Collins, J. Smith, and R. Rice.  
Nay: none. Motion carried.

## C. NEW MATTERS

1. (PC-2156) Public hearing, discussion, consideration, and possible action for a Special Use Permit (SUP) to allow Automotive Sales and Rentals: Light in the (C-3) Community Commercial District for the property described as Lot Two (2) and the North Ninety-Five (95) feet of the West Fifteen (15) feet of Lot Three (3), McCorkle Park Addition to Oklahoma County, Oklahoma located at 2224 S. Air Depot Blvd., Midwest City.

There was general discussion amongst the Commission.

The applicant, (Paul – 2224 S. Air Depot) was present and addressed the council.

Concerned about the parking issues.

A motion was made to recommend to deny - by Dee Collins seconded by Jess Husky of this item.  
Voting to deny - R. Smith, Huskey, Collins, J. Smith, and R. Rice.

2. (PC-2157) Public hearing, discussion, consideration, and possible action of a resolution to amend the Comprehensive Plan from Medium Density Residential Land Use to High Density Residential Land Use; and an ordinance to redistrict from Simplified Planned Unit Development ("SPUD") to High Density Residential District, for the property described as a part of the Northwest Quarter (NW/4) of Section Nine (9), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 1721 N. Hudiburg Dr., Midwest City.

NOTE : This one was formally pulled by applicant prior to meeting.

3. (PC-2158) Public hearing, discussion, consideration, and possible action for the approval of the Final Plat of Parkway Expansion for the property described as a tract of land being a part of the Southwest Quarter (SW/4) of Section Seven (7), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma located at 10301 SE 29th St.

There was general discussion amongst the Commission.

The applicant, Jessica – 1<sup>st</sup> E. Sheridan was present and addressed the council.

The applicant, John – 2205 S. Webster Dr, - was present and addressed the council.

Water concern and burn on railroad.

A motion was made by Jess Huskey, seconded by Jim Smith to recommend approval of this item.

Voting aye R. Smith, Huskey, Collins, J. Smith, and R. Rice.

Nay: None. Motion Carried.

**D. COMMISSION DISCUSSION:**

**E. PUBLIC DISCUSSION:**

**F. FURTHER INFORMATION:**

**G. ADJOURNMENT:**

A motion to adjourn was made by Russell Smith, Seconded by Jim Smith.

Voting aye: R. Smith, Huskey, Collins, J. Smith, and R. Rice.

Nay: None. Motion Carried.

The meeting adjourned at 5:32 p.m.

  
Chairman Russell Smith



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

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TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : January 23, 2024

SUBJECT : Monthly Residential and Commercial Building report for December 2023

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



100 N Midwest Boulevard - Midwest City, OK 73110

**Building Permits Summary - Issued 12/1/2023 to 12/31/2023**

**Building - Commercial & Industrial**

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
6	Com General Electrical Permit	
5	Com General Mechanical Permit	
3	Com General Plumbing Permit	
1	Com New Const Bldg Permit	\$400,000.00
1	Com New Const Mechanical Permit	
7	Com New Const Plumbing Permit	\$0.00
4	Com Remodel Bldg Permit	\$2,871,718.49
28	Com Sign Permit	\$75,000.00
<b>Total Value of Building - Commercial &amp; Industrial:</b>		<b>3,346,718.49</b>

**Building - Residential**

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
7	Res Accessory Bldg Permit	\$127,550.00
15	Res Driveway Permit	\$0.00
2	Res Fence Permit	\$3,000.00
33	Res General Electrical Permit	
7	Res General Mechanical Permit	
33	Res General Plumbing Permit	
6	Res New Const Electrical Permit	
4	Res New Const Mechanical Permit	
1	Res New Const Plumbing Permit	
24	Res Roofing Permit	\$322,117.00
2	Res Single-Fam New Const Bldg Permit	\$585,000.00
15	Res Single-Fam Remodel Building Permit	\$349,688.41
1	Res Storm Shelter Permit	\$3,800.00
<b>Total Value of Building - Residential:</b>		<b>1,391,155.41</b>

**Grand Total: \$4,737,873.90**



100 N Midwest Boulevard - Midwest City, OK 73110

**Building Permits by Type - Issued 12/1/2023 to 12/31/2023**

**Building - Commercial & Industrial**

**Com New Const Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
12/19/23	1250 S AIR DEPOT BLVD, 73110	Michael Blue / Hawthorne Construction Co., LLC	B-23-2889	\$400,000.00

**\$400,000.00**

**Com Remodel Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
12/6/23	9011 NE 23RD ST, 73141	Jackie Waggner	B-23-1550	\$2,800,000.00
12/7/23	1212 S AIR DEPOT BLVD, 21, 73110	Amy Rutherford	B-23-2941	\$40,000.00
12/19/23	1312 N MIDWEST BLVD, MIDWEST CITY, OK, 0	Alex Quiros	B-23-3301	\$11,718.49
12/19/23	1312 N MIDWEST BLVD, MIDWEST CITY, OK, 0	Excellence Painting, Inc.	B-23-3301	\$11,718.49
12/26/23	9925 SE 15TH ST, MIDWEST CITY, OK, 0	Jennifer Derenski	B-23-3160	\$20,000.00

**\$2,883,436.98**

**Com Sign Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
12/11/23	2301 S DOUGLAS BLVD, 115, 73130	Wensdae Smith	B-22-2685	\$8,000.00
12/11/23	9011 NE 23RD ST, OK, 73141	Crystal Moore	B-23-2685	\$25,000.00
12/11/23	9011 NE 23RD ST, OK, 73141	Crystal Moore	B-23-2686	\$25,000.00
12/11/23	9011 NE 23RD ST, OK, 73141	Crystal Moore	B-23-2687	\$5,000.00
12/11/23	9011 NE 23RD ST, OK, 73141	Crystal Moore	B-23-2688	\$1,500.00
12/11/23	9011 NE 23RD ST, OK, 73141	Crystal Moore	B-23-2689	\$1,000.00
12/11/23	9011 NE 23RD ST, OK, 73141	Crystal Moore	B-23-2690	\$750.00
12/11/23	9011 NE 23RD ST, 73141	Crystal Moore	B-23-2691	\$500.00
12/11/23	9011 NE 23RD ST, OK, 73141	Crystal Moore	B-23-2692	\$500.00
12/11/23	9011 NE 23RD ST, MWC, OK, 73141	Crystal Moore	B-23-2693	\$750.00
12/11/23	9011 NE 23RD ST, OK, 73141	Crystal Moore	B-23-2694	\$400.00
12/11/23	9011 NE 23RD ST, OK, 73141	Crystal Moore	B-23-2695	\$200.00
12/11/23	9011 NE 23RD ST, OK, 73141	Crystal Moore	B-23-2697	\$200.00
12/11/23	9011 NE 23RD ST, OK, 73141	Crystal Moore	B-23-2698	\$200.00
12/11/23	9011 NE 23RD ST, OK, 73141	Crystal Moore	B-23-2699	\$200.00
12/11/23	9011 NE 23RD ST, OK, 73141	Crystal Moore	B-23-2701	\$1,500.00
12/11/23	9011 NE 23RD ST, OK, 73141	Crystal Moore	B-23-2703	\$200.00
12/11/23	9011 NE 23RD ST, OK, 73141	Crystal Moore	B-23-2704	\$200.00
12/11/23	9011 NE 23RD ST, OK, 73141	Crystal Moore	B-23-2705	\$200.00
12/11/23	9011 NE 23RD ST, OK, 73141	Crystal Moore	B-23-2706	\$200.00
12/11/23	9011 NE 23RD ST, OK, 73141	Crystal Moore	B-23-2708	\$200.00
12/11/23	9011 NE 23RD ST, OK, 73141	Crystal Moore	B-23-2709	\$200.00
12/11/23	9011 NE 23RD ST, OK, 73141	Crystal Moore	B-23-2710	\$200.00
12/11/23	9011 NE 23RD ST, OK, 73141	Crystal Moore	B-23-2711	\$200.00
12/11/23	9011 NE 23RD ST, OK, 73141	Crystal Moore	B-23-2712	\$250.00
12/11/23	9011 NE 23RD ST, OK, 73141	Crystal Moore	B-23-2713	\$200.00
12/11/23	9011 NE 23RD ST, OK, 73141	Crystal Moore	B-23-2891	\$750.00
12/11/23	9011 NE 23RD ST, OK, 73141	Crystal Moore	B-23-3060	\$1,500.00

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**\$75,000.00****Building - Residential****Res Accessory Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
12/1/23	9100 NE 10TH ST, 73130	Charlene M Goers	B-23-2878	\$50,000.00
12/4/23	10328 SE 14TH ST, MWC, OK, 73130	Kade Hill	B-23-2477	\$30,000.00
12/8/23	3807 N SHADYBROOK DR, MWC, OK, 73110	Richard Eccles	B-23-3207	\$12,000.00
12/14/23	10800 SE 3rd St. Midwest City OK 73130	Sean Howry	B-23-3327	\$14,300.00
12/26/23	2225 SANDRA DR, MWC, OK, 73110	Ken Waldschmidt	B-23-3472	\$15,000.00
12/26/23	10145 ALICIA DR, 73130	ALBERT, DENNIS E	B-23-3276	\$4,000.00
12/28/23	2905 WOODCREEK, MWC, OK, 73110	Ginger A York	B-23-3420	\$2,250.00

**\$127,550.00****Res Driveway Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
12/6/23	10506 BELLVIEW DR, 73130	B & C CONCRETE	B-23-3370	\$0.00
12/7/23	3807 N SHADYBROOK DR, MWC, OK, 73110	STONE, MICK	B-23-3379	\$0.00
12/12/23	10472 CATTAIL TER, 73130	MARRUFO CONCRETE	B-23-3427	\$0.00
12/12/23	10476 CATTAIL TER, 73130	MARRUFO CONCRETE	B-23-3428	\$0.00
12/12/23	10480 CATTAIL TER, MIDWEST CITY, OK, 73130	MARRUFO CONCRETE	B-23-3442	\$0.00
12/12/23	10488 CATTAIL TER, MIDWEST CITY, OK, 73130	MARRUFO CONCRETE	B-23-3443	\$0.00
12/13/23	206 W ERCOUPE DR, 73110	CHISCO CONTRACTORS LLC	B-23-3447	
12/19/23	13276 SAWTOOTH OAK RD, 73020	PROCRETE INC	B-23-3478	\$0.00
12/19/23	13272 SAWTOOTH OAK RD, 73020	PROCRETE INC	B-23-3476	\$0.00
12/20/23	9625 RHYTHM RD, 73130	Dee Burton Concrete	B-23-3487	
12/27/23	13252 SAWTOOTH OAK RD, 73020	PROCRETE INC	B-23-3520	\$0.00
12/27/23	13256 SAWTOOTH OAK RD, 73020	PROCRETE INC	B-23-3521	\$0.00
12/27/23	13260 SAWTOOTH OAK RD, 73020	PROCRETE INC	B-23-3522	\$0.00
12/27/23	13264 SAWTOOTH OAK RD, 73020	PROCRETE INC	B-23-3523	\$0.00
12/27/23	517 CROSBY BLVD, 73110	SHEPPARD CONCRETE	B-23-3530	

**\$0.00****Res Fence Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
12/11/23	9105 NE 3RD ST, 73130	Megan Head	B-23-3343	\$2,000.00
12/28/23	10109 FOREST LN, MWC, OK, 73130	Mark N Ames	B-23-3481	\$1,000.00

**\$3,000.00****Res Roofing Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
12/4/23	1908 S POST RD, 73130	HICKS ROOFING & CONSTRUCTION LLC	B-23-3303	\$9,500.00
12/4/23	501 ACRES RD, 73130	J & M ROOFING	B-23-3333	\$15,000.00
12/5/23	1036 LOCUST DR, 73110	ONE CALL ROOFING & CONST SOL	B-23-3348	\$20,000.00
12/6/23	8607 E MAIN ST, 73110	GARAY ENTERPRISES	B-23-3375	\$10,000.00
12/7/23	807 N RED BUD DR, 73110	ROOF 66 LLC	B-23-3377	\$7,200.00
12/11/23	1409 EVERGREEN CIR, 73110	CCC ROOFING AND CONSTRUCTION LLC	B-23-3405	\$20,000.00
12/11/23	600 BLUE SKY DR, 73130	CCC ROOFING AND CONSTRUCTION LLC	B-23-3419	\$20,000.00
12/11/23	100 E ROSE DR, 73110	MHM CONSTRUCTION INC	B-23-3421	\$8,200.00

12/11/23	609 E TOWRY DR, 73110	MHM CONSTRUCTION INC	B-23-3422	\$11,900.00
12/11/23	616 E JONES PL, 73110	MHM CONSTRUCTION INC	B-23-3423	\$10,017.00
12/12/23	509 S WESTMINSTER RD, 73130	WASHITA ROOFING & CONST	B-23-3425	\$17,000.00
12/12/23	10512 PEACOCK CIR, 73130	S.H. VAUGHN CONSTRUCTION COMPANY INC	B-23-3429	\$10,000.00
12/13/23	226 E KITTYHAWK DR, 73110	MAUPIN ROOFING & CONSTRUCTION	B-23-3444	\$5,200.00
12/13/23	3409 PARKWOODS LN, 73110	MHM CONSTRUCTION INC	B-23-3448	\$23,000.00
12/14/23	2005 ALBERT DR, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-3457	\$16,700.00
12/18/23	3305 N PEEBLY DR, 73110	AMBASSADOR CONSTRUCTION	B-23-3467	\$20,000.00
12/20/23	2308 N TOWRY DR, 73110	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-3490	\$15,000.00
12/20/23	9625 WILLOW WIND DR, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-3491	\$17,500.00
12/20/23	921 KING AVE, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-3492	\$6,000.00
12/26/23	107 WINDSOR WAY, 73110	PINNACLE ROOFING	B-23-3504	\$5,000.00
12/27/23	512 W SILVER MEADOW DR, 73110	RED RIVER ROOFING	B-23-3524	\$10,000.00
12/27/23	3101 BIG OAK DR	MHM CONSTRUCTION INC	B-23-3529	\$8,900.00
12/28/23	1113 CHOCTAW RIDGE RD, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-3539	\$17,000.00
12/28/23	9404 ORCHARD BLVD, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-3540	\$19,000.00
				<b>\$322,117.00</b>

**Res Single-Fam New Const Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
12/4/23	10212 BELLVIEW DR, MWC, OK, 73130	Chris Clark	B-23-3227	\$325,000.00
12/18/23	12506 FOREST TERR, 73020	Swm Sons	B-23-3357	\$260,000.00
				<b>\$585,000.00</b>

**Res Single-Fam Remodel Building Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
12/4/23	1322 ALVIOLA AVE, MWC, OK, 73110	CHAD MILLER, CLEAN RESIDENTIAL ENERGY LLC	B-23-3186	\$33,000.00
12/5/23	705 SAINT PAUL AVE, 73130	AUSTIN, CHARLES	B-23-3319	\$20,000.00
12/7/23	315 E KEY BLVD, MIDWEST CITY, OK, 0	Shawn Harmon, AVVIO SERVICES	B-23-3323	\$21,164.00
12/7/23	3221 N HOLMAN CT, MIDWEST CITY, OK, 0	Melissa Estrada	B-23-3284	\$39,962.70
12/7/23	3221 N HOLMAN CT, MIDWEST CITY, OK, 0	HARMON, SHAWN WILLIAM	B-23-3284	\$39,962.70
12/12/23	1101 SUNVALLEY DR, MWC, OK, 73110	Leonard Tobin, VYVUE LLC	B-23-3322	\$29,918.08
12/14/23	407 E ROSE DR, MWC, OK, 73110	johnathan song	B-23-3316	\$41,354.19
12/14/23	3009 N PEEBLY DR, MWC, OK, 73110	johnathan song	B-23-3270	\$2,062.00
12/14/23	504 WOODLAND DR, MWC, OK, 73130	johnathan song	B-23-3256	\$10,747.44
12/18/23	1305 N WESTMINSTER RD, 73130	SWEAT, LYNN J	B-23-2820	\$30,636.00
12/21/23	707 N KEY BLVD, 73110	Shawn McVicker	B-23-3403	\$12,500.00
12/21/23	705 N KEY BLVD, 73110	Shawn McVicker	B-23-3398	\$12,500.00



12/26/23	2500 HAND RD, MIDWEST CITY, OK, 0	Lynn Sweat - SHINE SOLAR	B-23-3264	\$39,164.00
12/27/23	211 ORCHARD DR, 73110	Jeremy Morgan	B-23-3055	\$20,500.00
12/27/23	308 W JARMAN DR, 73110	Jeremy Morgan, SOUTHERN ENERGY	B-23-3021	\$20,500.00
12/28/23	304 E ROSE DR, MWC, OK, 73110	Small Town Solar, BUNNEY, ELWIN	B-23-3399	\$15,680.00

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**\$389,651.11**

**Res Storm Shelter Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
12/26/23	2418 FOREST CROSSING DR, 73020	Brittany Soriano	B-23-3459	\$3,800.00

**\$3,800.00**

**Grand Total:                      \$4,789,555.09**



100 N Midwest Boulevard - Midwest City, OK 73110

**Inspections Summary - Inspected 12/1/2023 to 12/31/2023**

<u>Inspection Description</u>	<u>Count</u>
Accessory Bldg Inspection	3
Building/Electrical General Inspection	12
Buildings - CO Inspection & Sign Off	5
Buildings - CO Reinspection & Sign Off	4
Com Building Final Inspection	7
Com Building Final Reinspection	1
Com Drainage 1 Inspection	1
Com Drainage2 Inspection	1
Com Drainage3 Inspection	1
Com Drainage4 Inspection	1
Com Drainage5 Inspection	1
Com Duct Smoke Detector Test/Inspection (Building)	3
Com Duct Smoke Detector Test/Inspection (Fire Marshal)	3
Com Electrical Ceiling Inspection	2
Com Electrical Ceiling Reinspection	1
Com Electrical Final Inspection	5
Com Electrical Final Reinspection	6
Com Electrical Ground Reinspection	1
Com Electrical Rough-in Inspection	2
Com Electrical Rough-in Reinspection	1
Com Electrical Service Inspection	3
Com Electrical Wall Inspection	3
Com Fire Alarm Final Inspection	3
Com Fire Sprinkler Final Inspection	3
Com Fire Sprinkler Rough Inspection	1
Com Footing & Building Setback Inspection	2
Com Framing Inspection	4
Com Framing Reinspection	1
Com Gas Piping Inspection	2
Com Gas Piping Reinspection	1
Com Grease Trap Final Inspection	1
Com Grease Trap Rough Inspection (Building)	1
Com Grease Trap Rough Inspection (Line Maintenance)	1
Com Grease Trap Rough Reinspection (Building)	1
Com Mechanical Ceiling Inspection	1
Com Mechanical Rough-in Inspection	1
Com Oil Separator Rough Inspection (Building)	1
Com Oil Separator Rough Inspection (Line Maintenance)	1
Com Plumbing Final Inspection	4
Com Plumbing Final Reinspection	1
Com Plumbing Ground Inspection	1
Com Plumbing Rough-in Inspection	9
Com Plumbing Rough-in Reinspection	2
Com Sewer Service Inspection	3
Com Water Service Line Inspection	2

County Health - CO Inspection & Sign Off	2
Electrical Generator Inspection	8
Electrical Generator Reinspection	1
Fire - CO Inspection & Sign Off	6
Fire - CO Reinspection & Sign Off	3
Fire Marshal General Inspection	3
General Inspection	2
Hot Water Tank Inspection	10
Hot Water Tank Reinspection	2
Hydro Test Below (Fire)	3
Irrigation System Inspection	1
Line Maintenance General Inspection	3
Mechanical Change Out Inspection	8
Mechanical Change Out Reinspection	1
OMMA CC Inspection - Buildings	1
OMMA CC Inspection - ComDev Utilities	1
OMMA CC Inspection - Fire	1
OMMA CC Inspection - PWA Utilities	1
OMMA CC Inspection - Stormwater	1
Placard Issued	1
Planning - CO Inspection & Sign Off	13
Planning - CO Reinspection & Sign Off	2
Planning General Inspection	13
Plumbing/Mechanical General Inspection	3
Pre-Con Site Inspection/Meeting	1
Res Building Final Inspection	7
Res Drainage1 Inspection	3
Res Drainage2 Inspection	3
Res Drainage3 Inspection	1
Res Drainage3 Reinspection	2
Res Drainage4 Inspection	1
Res Drainage5 Inspection	3
Res Drainage5 Reinspection	1
Res Driveway Inspection	10
Res Electrical Final Inspection	5
Res Electrical Final Reinspection	3
Res Electrical Ground Reinspection	1
Res Electrical Rough-in Inspection	11
Res Electrical Rough-in Reinspection	5
Res Electrical Service Inspection	20
Res Electrical Service Reinspection	8
Res Fence Inspection	1
Res Footing & Building Setback Inspection	4
Res Framing Inspection	7
Res Framing Reinspection	4
Res Gas Meter Inspection	2
Res Gas Piping Inspection	16
Res Gas Piping Reinspection	5
Res Insulation Inspection	4
Res Mechanical Final Inspection	4
Res Mechanical Final Reinspection	1
Res Mechanical Rough-in Inspection	5
Res Patio Cover Inspection	2
Res Plumbing Final Inspection	6
Res Plumbing Final Reinspection	1
Res Plumbing Ground Inspection	1
Res Plumbing Rough-in Inspection	5

Res Plumbing Rough-in Reinspection	5
Res Retaining Wall Final Inspection	1
Res Retaining Wall Inspection	1
Res Roofing Inspection	17
Res Roofing Reinspection	1
Res Sewer Service Inspection	10
Res Sewer Service Reinspection	3
Res Temporary Electrical Pole Inspection	2
Res Termite Inspection	9
Res Water Service Line Inspection	7
Residential Meter Tap Reinspection	1
Sewer Cap Inspection	1
Sign Inspection	4
Swimming Pool/Hot Tub Inspection	3
Utilities - CO Inspection & Sign Off	5
Utilities - CO Reinspection & Sign Off	3
<hr/>	
Total Number of Inspections:	430



NEW BUSINESS/  
PUBLIC DISCUSSION





## MUNICIPAL AUTHORITY AGENDA

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

January 23, 2024 – 6:01 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rick Dawkins	Trustee Rick Favors	Authority Attorney Don Maisch

A. CALL TO ORDER.

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

1. Discussion, consideration, and possible action to approve the January 9, 2024 meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Stormwater Fund, revenue/Intergovernmental (00) \$34,216; expenditures/Stormwater (61) \$34,216. Wasterwater Fund, expenditures/Wastewater (43) \$30,000. (Finance - T. Cromar)
3. Discussion, consideration, and possible action of 1) declaring the attached list of LG TVs as obsolete and surplus; and 2) authorizing their disposal by public auction, sealed bid, or other means as necessary. (Director of Operations - R. Rushing)

C. DISCUSSION ITEMS.

1. Discussion, consideration, and possible action of approving Amendment No. 3 to a Professional Services Agreement between the City of Midwest City and Freese and Nichols, Inc., in the amount of \$850,000.00 to develop a citywide Wastewater Master Plan. (Public Works - Carrie Evenson)
2. Discussion, consideration, and possible action of approving a water infrastructure agreement with Oklahoma County Utility Services Authority to connect Starview Public Water Supply customers to the Midwest City Public Water Supply. (City Attorney - D. Maisch)

- 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.



CONSENT AGENDA





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

## **Midwest City Municipal Authority Minutes**

**January 09, 2024**

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.

Chairman Matt Dukes called the meeting to order at 7:22 PM with following members present:

	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rick Dawkins	Trustee Rick Favors	Authority Attorney Don Maisch

Absent: Trustee Susan Eads

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

1. Discussion, consideration, and possible action to approve the December 12, 2023 meeting minutes.
2. Discussion, consideration and possible action of declaring the following equipment from Line Maintenance (1) 2012 Chevrolet 3500 Vin # 1GB3KZCG0CF184415 as surplus and authorizing their disposal by sealed bid, public auction, or by other means as necessary.

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

### ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:23 PM.

ATTEST:

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

\_\_\_\_\_  
SARA HANCOCK, Secretary



**Finance Department**

100 N. Midwest Boulevard  
Midwest City, OK 73110

[tcromar@midwestcity.org](mailto:tcromar@midwestcity.org)

Office: 405-739-1245

[www.midwestcityok.org](http://www.midwestcityok.org)

TO: Honorable Chairman and Trustees  
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: January 23, 2024

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Stormwater Fund, revenue/Intergovernmental (00) \$34,216; expenditures/Stormwater (61) \$34,216. Wastewater Fund, expenditures/Wastewater (43) \$30,000.

The first supplement is needed to budget the Adopt-A-Spot Grant from Oklahoma Department of Environmental Quality. The second supplement is needed to increase budget for 1-Ton Service Truck for Wastewater Department.

*Tiatia Cromar*

Tiatia Cromar  
Finance Director

## SUPPLEMENTS

**January 23, 2024**

Fund STORMWATER (061)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
0 61	Intergovernmental Stormwater	34,216		34,216	
		<u>34,216</u>	<u>0</u>	<u>34,216</u>	<u>0</u>
<b>Explanation:</b> To budget Adopt-A-Spot Grant from Department of Environmental Quality.					

Fund WASTEWATER (192)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
43	Wastewater			30,000	
		<u>0</u>	<u>0</u>	<u>30,000</u>	<u>0</u>
<b>Explanation:</b> To increase budget for 1 Ton Service Truck. Funding to come from fund balance.					



**City Manager's Office**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1205

## MEMORANDUM

**TO:** Honorable Chairman and Trustees  
Midwest City Municipal Authority

**FROM:** Ryan Rushing, Director of Operations

**DATE:** January 23, 2024

**SUBJECT:** Discussion, consideration, and possible action of 1) declaring the attached list of LG TVs as obsolete and surplus; and 2) authorizing their disposal by public auction, sealed bid, or other means as necessary.

The attached list of equipment and miscellaneous items are obsolete, defective, or have been replaced. We recommend declaring these items surplus property and authorizing their disposal by sealed bid, or public auction. Action is at the discretion of the Municipal Authority.

Make		Serial Number		Model Number
LG		202RMUY6N894		32LD340H-UA.AUSYLUR
LG		202RMBW6N229		32LD340H-UA.AUSYLUR
LG		202RMEN6N556		32LD340H-UA.AUSYLUR
LG		202RMUY6N558		32LD340H-UA.AUSYLUR
LG		202RMD6N555		32LD340H-UA.AUSYLUR
LG		202RMFP6N587		32LD340H-UA.AUSYLUR
LG		202RMMD6N723		32LD340H-UA.AUSYLUR
LG		202RMVJ6N571		32LD340H-UA.AUSYLUR
LG		202RMKU6NN557		32LD340H-UA.AUSYLUR
LG		202RMKU6N893		32LD340H-UA.AUSYLUR
LG		202RMHR6N593		32LD340H-UA.AUSYLUR
LG		201RMKU6L349		32LD340H-UA.AUSYLUR
LG		202MRH6N734		32LD340H-UA.AUSYLUR
LG		202RM2L6N573		32LD340H-UA.AUSYLUR
LG		202RMSS6N238		32LD340H-UA.AUSYLUR
LG		292RMXX6N898		32LD340H-UA.AUSYLUR
LG		201RMAQ6L352		32LD340H-UA.AUSYLUR
LG		202RMTT6N241		32LD340H-UA.AUSYLUR
LG		202RMVB6N903		32LD340H-UA.AUSYLUR
LG		202RMMD6N579		32LD340H-UA.AUSYLUR
LG		202RMJF6N588		32LD340H-UA.AUSYLUR
LG		202RMJF6N732		32LD340H-UA.AUSYLUR
LG		202RMWV6N225		32LD340H-UA.AUSYLUR
LG		202RMSS6N574		32LD340H-UA.AUSYLUR
LG		202RMWV6N729		32LD340H-UA.AUSYLUR
LG		202RMJF6N252		32LD340H-UA.AUSYLUR
LG		202MRH6N566		32LD340H-UA.AUSYLUR
LG		202RMMD6N243		32LD340H-UA.AUSYLUR
LG		202RMD26N578		32LD340H-UA.AUSYLUR
LG		202RMD26N242		32LD340H-UA.AUSYLUR
LG		202RMWV6N561		32LD340H-UA.AUSYLUR
LG		202RMPG6N232		32LD340H-UA.AUSYLUR
LG		202RMCI6N235		32LD340H-UA.AUSYLUR
LG		202RMXX6N730		32LD340H-UA.AUSYLUR
LG		202RMPG6N544		32LD340H-UA.AUSYLUR
LG		202RMYA6N738		32LD340H-UA.AUSYLUR
LG		202RMEN6N724		32LD340H-UA.AUSYLUR
LG		202RMFP6N899		32LD340H-UA.AUSYLUR
LG		202RMBW6N565		32LD340H-UA.AUSYLUR
LG		202RMUY6N726		32LD340H-UA.AUSYLUR
LG		202RMYA6N906		32LD340H-UA.AUSYLUR
LG		202RMVB6N591		32LD340H-UA.AUSYLUR
LG		201RMZL6L125		32LD340H-UA.AUSYLUR
LG		201RMNE6L351		32LD340H-UA.AUSYLUR
LG		202RMKU6N725		32LD340H-UA.AUSYLUR
LG		202RMXX6N250		32LD340H-UA.AUSYLUR
LG		202RMBW6N589		32LD340H-UA.AUSYLUR
LG		202RMHR6N233		32LD340H-UA.AUSYLUR
LG		202RMFP6N731		32LD340H-UA.AUSYLUR
LG		202RMTT6N577		32LD340H-UA.AUSYLUR
LG		202RMFP6N227		32LD340H-UA.AUSYLUR
LG		202RMKU6N245		32LD340H-UA.AUSYLUR
LG		202RMHR6N233		32LD340H-UA.AUSYLUR

LG		202RMTT6N577		32LD340H-UA.AUSYLUR
LG		202RMFP6N227		32LD340H-UA.AUSYLUR
LG		202RMJF6N564		32LD340H-UA.AUSYLUR
LG		202RMYA6N546		32LD340H-UA.AUSYLUR
LG		202RMMD6N891		32LD340H-UA.AUSYLUR
LG		202RMCI6N547		32LD340H-UA.AUSYLUR
LG		202RMMV6N897		32LD340H-UA.AUSYLUR
LG		202RMXX6N586		32LD340H-UA.AUSYLUR
LG		202RMGC6N743		32LD340H-UA.AUSYLUR
LG		201RMPGL360		32LD340H-UA.AUSYLUR
LG		202RMRH6N902		32LD340H-UA.AUSYLUR
LG		202RMD267722		32LD340H-UA.AUSYLUR
LG		202RMMD6N915		32LD340H-UA.AUSYLUR
LG		202RMNEN727		32LD340H-UA.AUSYLUR
LG		202RMGC6N575		32LD340H-UA.AUSYLUR
LG		202RMOG6N904		32LD340H-UA.AUSYLUR
LG		202RMFP6N563		32LD340H-UA.AUSYLUR
LG		202RMNE6N247		32LD340H-UA.AUSYLUR
LG		201RMRH6L358		32LD340H-UA.AUSYLUR
LG		202RMGJ6N739		32LD340H-UA.AUSYLUR
LG		202RMCJ6595		32LD340H-UA.AUSYLUR
LG		202RMTT6N721		32LD340H-UA.AUSYLUR
LG		202RMLM6N552		32LD340H-UA.AUSYLUR
LG		201RMSS6L126		32LD340H-UA.AUSYLUR
LG		202RMYA6N578		32LD340H-UA.AUSYLUR
LG		202RMNE6N895		32LD340H-UA.AUSYLUR
LG		202RMLM6N744		32LD340H-UA.AUSYLUR
LG		202RMQK6N548		32LD340H-UA.AUSYLUR
LG		202RMTT6N553		32LD340H-UA.AUSYLUR
LG		202RMPG6N568		32LD340H-UA.AUSYLUR
LG		202RMEN6N244		32LD340H-UA.AUSYLUR
LG		202RMAQ67728		32LD340H-UA.AUSYLUR
LG		202RMXX6N562		32LD340H-UA.AUSYLUR
LG		202RMQK6N596		32LD340H-UA.AUSYLUR
LG		201RMVI3L359		32LD340H-UA.AUSYLUR
LG		202RMVB6N567		32LD340H-UA.AUSYLUR
LG		202RMQK6N740		32LD340H-UA.AUSYLUR
LG		201RMXX6L354		32LD340H-UA.AUSYLUR
LG		202RMPG6N736		32LD340H-UA.AUSYLUR
LG		202RMDZ6N890		32LD340H-UA.AUSYLUR
LG		202RMQK6N236		32LD340H-UA.AUSYLUR
LG		207RMMD37947		42LD340H-UA.AUSYLUR
LG		207RMGC37943		42LD340H-UA.AUSYLUR
LG		207RMGC3991		42LD340H-UA.AUSYLUR
LG		207RME37948		42LD340H-UA.AUSYLUR
LG		207RMP637936		42LD340H-UA.AUSYLUR
LG		207RMWV37569		42LD340H-UA.AUSYLUR
LG		207RMKU38141		42LD340H-UA.AUSYLUR
LG		207RMSS37942		42LD340H-UA.AUSYLUR
LG		203RMMD8611		42LD340H-UA.AUSYLUR
LG		207RMYA37938		42LD340H-UA.AUSYLUR
LG		207RMUB37935		42LD340H-UA.AUSYLUR
LG		207RMAQ38144		42LD340H-UA.AUSYLUR
LG		207RMEN38140		42LD340H-UA.AUSYLUR



DISCUSSION ITEMS





**Public Works Administration**

8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

**Public Works Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
(405) 739-1061

**Assistant Public Works Director**  
[cevenson@midwestcityok.org](mailto:cevenson@midwestcityok.org)  
(405) 739-1062

[www.midwestcityok.org](http://www.midwestcityok.org)

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: January 23, 2024

Subject: Discussion, consideration, and possible action of approving Amendment No. 3 to a Professional Services Agreement between the City of Midwest City, Municipal Authority, and Freese and Nichols, Inc., in the amount of \$850,000.00 to develop a citywide Wastewater Master Plan.

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

On July 26, 2022, the City of Midwest City and Freese and Nichols, Inc., (FNI) entered into a Professional Services Agreement for an assessment of the sanitary sewer system and lift station infrastructure focusing on the eastern portions of the sewer system and its current and future capacity needs in response to continued development. The attached Amendment No. 3, in the amount of \$850,000.00, will expand upon the work already conducted on the east side of Midwest City in order to develop a citywide Wastewater Master Plan and add the Municipal Authority to the Agreement.

Funds for this project are available in Account # 192 for the Municipal Authority and Account #157 for the City.

Respectfully,

R. Paul Streets  
Public Works Director

Attachment



**THIRD AMENDMENT  
TO LETTER AGREEMENT  
FOR PROFESSIONAL SERVICES  
BETWEEN FREESE AND NICHOLS, INC.  
AND  
CITY OF MIDWEST CITY  
AND  
MIDWEST CITY MUNICIPAL AUTHORITY**

**THIS PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation (hereinafter referred to as “**City**”), The Midwest City Municipal Authority, a public trust, established pursuant to the laws of the State of Oklahoma, for which the City is a beneficiary, (hereinafter referred to as “**Authority**”) and Freese and Nichols, Inc., (hereinafter referred to as “**Service Provider**”) (**City, Authority, and Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

Add the language “and/or “**Authority**” ” after the word “**City**” in all paragraphs of the original agreement and any applicable amendment thereto containing said language, except Paragraphs 11 and 24.

Add the language “and/or “**Authority’s**” ” after the word “**City’s**” in all paragraphs of the original agreement and any applicable amendment thereto containing said language.

Pursuant to Paragraph 2.A. and Paragraph 3.A. of the Professional Services Agreement dated July 26, 2022, the following amendment is hereby agreed to between the parties:

The following Attachments A – Scope of Services and B – Schedule of Fees are in addition to the current Attachments A and B of the Professional Services Agreement dated July 26, 2022.

Paragraph 10 (A) shall be amended to add the following contact for the **Authority**:

Midwest City Municipal Authority, Secretary  
100 N. Midwest Boulevard  
Midwest City, OK 73110

Paragraph 24 shall be amended as follows:

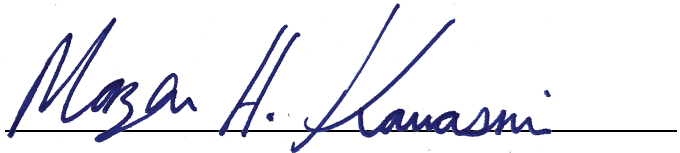
This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by ~~both~~ all **Parties**. The **City** hereby delegates to the City Manager all amendments to this

**Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

The **Authority** hereby delegates to the General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

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

**Freese and Nichols, Inc.**



Mazan H. Kanasmi

Date: 1/17/2024

**City of Midwest City**

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

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

**REVIEWED** for form and legality.

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

**Midwest City Municipal Authority**

---

Matt Dukes, II  
Chairman

---

Sara Hancock, Secretary

**REVIEWED** for form and legality.

---

Donald D. Maisch, Authority Attorney

**SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY****PROJECT UNDERSTANDING**

Freese and Nichols, Inc. (FNI) understands that the City of Midwest City (City) is seeking to expand the wastewater collection system capacity assessment to include the remaining portion of the collection system that was not studied as part of the Phase 1 Assessment. Phase 2 of the Assessment will include developing land use assumptions and wastewater flow projections for the remainder of the City of Midwest City. FNI will expand the hydraulic wastewater model to include the entire wastewater collection system, and will provide a prioritized Capital Improvements Plan (CIP). It is understood that Phase 2 of the capacity assessment will cover areas of the system that are more established and closer to buildout. Therefore, FNI will also perform a Risk Based Assessment on the existing infrastructure to assist in prioritizing pipeline renewal projects to reduce the risk of the collection system.

The project consists of installing and maintaining temporary flow monitors within the wastewater collection system, field inspections, and hydraulic modeling. The purpose of the flow monitoring is to determine dry and wet weather flows, identify sources of infiltration and inflow (I/I), and to aid in hydraulic model calibration. The wastewater collection hydraulic model will evaluate the capacity of the exiting sewer system, determine needs for future flows, and be used to develop a prioritized CIP.

**ARTICLE I**

**BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project:

**TASK A: WASTEWATER MASTER PLAN PROJECT MANAGEMENT****A1. Project Kickoff Meeting**

FNI will conduct a project kickoff meeting with the City and the field inspection team to discuss the project scope and schedule. A data request memorandum will be presented and discussed.

**A2. Data Collection and Review**

FNI will prepare a data request memorandum summarizing data needs for the project. This includes the following:

- Previous Master Plan Reports or other planning documents
- Infiltration and Inflow (I/I) Studies
- GIS Information
- Flow Monitoring Data
- Lift station data
- Utility billing meter data
- SCADA and other operational data
- Existing and future land-use mapping

**A3. Project Management**

FNI will perform project management duties, including preparing and updating the project schedule, monthly invoicing, development of monthly progress reports, written summaries of meetings (minutes), and any informal

project collaboration.

#### **A4. Monthly Progress Meetings**

FNI will meet with City staff virtually on a monthly basis. The purpose of these meetings will be to collaborate with the City on any concerns or issues concerning data request items, results, recommendations, or any questions the City may have. The frequency of collaboration may vary based on the phase of the project, but it is anticipated that one hour (1) every month will be designated for these activities for the project team.

### **TASK B: FLOW MONITORING AND I/I CHARACTERIZATION**

#### **B1. Temporary Flow Meter Site Selection**

FNI will identify eighteen (18) locations in the existing system to conduct flow monitoring and four (4) locations for rainfall monitoring to calibrate the hydraulic model. FNI will prepare maps showing the proposed locations to present to the City. FNI will update the mapping based on City comments before submitting it to the flow monitoring subconsultant.

#### **B2. Temporary Flow Meter Basin Delineation**

FNI will finalize the temporary flow monitoring plan with the recommended site selection for each temporary flow monitor. FNI will update the delineation of the temporary flow monitoring basins.

#### **B3. Temporary Flow Meter Installation, Calibration, and Data Collection**

FNI's flow monitoring subconsultant will furnish, install, and calibrate eighteen (18) temporary velocity/depth type flow meters and four (4) rainfall gauges at the agreed-upon locations. Temporary flow meters shall remain in place for sixty (60) days.

FNI's subconsultant will remove all the temporary flow meters after the monitoring period if adequate weather conditions have been observed (dry weather and wet weather conditions include at least two (2) storm events of different rainfall intensities). FNI will advise the City if adequate weather conditions have not been observed during the initial monitoring period to allow the City to consider funding an extended period for flow monitoring before removing the temporary flow meters.

#### **B4. Analyze Flow Meter Data**

The flow and rainfall data will be collected at 15-minute intervals for both dry and wet weather flow periods.

- 1) Analyze flow data for sub-drainage basins and develop average daily dry weather flow diurnal curves and base flow peaking factors.
- 2) Develop hydrographs for dry and wet weather flow conditions.
- 3) Determine peak inflow rate for selected rainfall events and determine corresponding rainfall intensity for areas tributary to all flow monitoring locations
- 4) Determine peak infiltration rates during high groundwater conditions, if possible.

#### **B5. I/I Characterization and Ranking**

Flow data will be compared with rainfall data to determine the amount of inflow and infiltration experienced during selected storm events. FNI will utilize the data to characterize the I/I in the wastewater collection system. Mapping will be developed for all the flow meter basins to characterize and rank the basins by the amount of I/I entering the

collection system.

### **TASK C: POPULATION AND WASTEWATER FLOW PROJECTIONS**

#### **C1. Develop Residential Population and Non-Residential Estimates**

FNI will utilize available comprehensive plan data and information from planning department staff to develop updated population and non-residential estimates and projections to allocate across the sewer basins for each future planning period. Sewer basin delineation developed for model calibration will be utilized for this task by using land use data, sewer basin, and subbasin information.

#### **C2. Develop Design Criteria for Wastewater Flow Projections**

Based on a review of historical wastewater flow data, FNI will review existing flow projection methodologies, including those previously developed for all the sewer basins and sub-basins, to provide recommendations to update the design criteria for flow projections. FNI will develop base flow rates, per-capita flow rates, non-residential usage factors, infiltration and inflow (I/I) allowances based on flow monitoring data, rehabilitation work, and work order data (stoppages, blockages, etc.).

#### **C3. Wastewater Flow Projections**

FNI will utilize the updated wastewater flow design criteria for each basin and sub-basin to allocate future residential and non-residential loads. FNI will allocate population and non-residential estimates and flow projections across the sewer basins and sub-basins for each planning period.

#### **C4. Workshop to Discuss Population, Non-Residential Estimates, and Flow Projections**

FNI will attend a meeting with the City staff to discuss the results of sewer basin flow projections and distribution. FNI will address comments on the distribution of the population and non-residential estimates as well as the wastewater load projections.

### **TASK D: WASTEWATER MODEL DEVELOPMENT AND CALIBRATION**

#### **D1. Wastewater System Model Development**

FNI will expand the City's wastewater collection system hydraulic model to include the entire wastewater collection system in the Innowyze® InfoWorks ICM® software from the most current GIS. The model will consist of all pipelines 10-inches and larger in addition to all smaller pipelines for which invert elevation data is available. The model will represent the volume of all pipelines in the collections system through a process called "pruning." FNI will review as-built drawings and operational data provided by the City to obtain physical data (wet well dimensions, pump curves, force main material and pressure rating, etc.) and develop initial controls for the model. This task will include the determination of additional data needed to properly define special hydraulic structures such as siphons, split flow manholes, weirs, junction boxes, and other interconnections between parallel lines. FNI will populate this information within the wastewater model.

#### **D2. Update Detailed Lift Station Data**

Lift station and force main as-built information provided by the City will be entered into the model. FNI will review as-built drawings and operational data provided by the City to obtain physical data (wet well dimensions, pump curves, force main material and pressure rating, etc.) and develop initial controls for the model. FNI will identify missing lift station data needing field verification, including physical dimensions, pump performance data, and any missing force main information. FNI will utilize institutional knowledge from the City staff regarding the operational complexities of the wastewater system.

### **D3. Field Verification/Surveying of Critical Missing Data**

The field inspection and GPS/conventional surveying will be used to collect all critical needed physical data not included in the GIS. The field inspections will be done in conjunction with City staff for access to manholes and will focus on the following:

- GPS surveying of critical manholes to obtain X and Y coordinates and measure downs to obtain inverts for up to 300 GPS shots.

FNI will review raw field data and convert it into GIS format for input into the model database and provide revised GIS data to the City.

### **D4. Sewer Basin Delineation and Subcatchment Generation**

Review and update sewer basin delineation using GIS Shapefile and ground contour mapping. Develop sewer subbasin delineation representing meter areas and geographical areas within each sewer basin. Generate subcatchments for each sewer subbasin showing which areas feed into each sewer manhole within their respective flow meter basins. FNI shall prepare detailed mapping and meet with the City to review sewer basin, subbasin, and subcatchment mapping results.

### **D5. Distribute Updated Wastewater Flow in the Model**

Geocoded water billing data and the population and non-residential flow projections will be used to assign flows to the subcatchments for wastewater system analysis. Large customers will be located and allocated as a point load. FNI will assign residential and non-residential diurnal patterns to each subcatchment based on the flow meter data and the flow meter basins.

### **D6. Dry Weather Calibration**

Select dry weather calibration event to isolate projected flows as primarily domestic contributed flows. Develop a flow meter schematic showing which sewer basin and metered subbasins feed into each sewer interceptor for model analysis and data output review. Perform dry weather calibration on selected dry weather flow period using calibrated flow volume by adjusting antecedent conditions, per capita flows, diurnal curves, and dry weather infiltration. Dry weather calibration should match field data within 10%. Adjust lift station parameters based on system response observed during calibration event using SCADA records and meter responses.

FNI will prepare mapping and profiles at selected calibration points showing metered vs. modeled dry weather calibration flows, depths, and velocities and meet with the City to present dry weather calibration results. Selected calibration points will consist of the flow monitoring locations and any other locations where flow or level data is available through SCADA.

### **D7. Wet Weather Calibration**

Review flow meter data and select one (1) wet weather calibration storm events, if available. Perform wet weather calibration on selected wet weather flow event using calibrated peak I/I. Calibrate to within 15%. Adjust model parameters to calibrate flow velocity and flow depth. Adjust lift station parameters based on system response observed during calibration events using SCADA records and meter responses. Prepare mapping showing metered vs. modeled wet weather calibration results and meet with the City to present wet weather calibration results for the selected two wet weather calibration events.

## **TASK E. WASTEWATER SYSTEM PERFORMANCE ANALYSIS**

### **E1. Design Criteria Evaluation**

FNI will evaluate and recommend wastewater system planning criteria, including design flows, minimum and maximum pipeline velocities, DEQ requirements, and surcharging guidelines. The criteria will be based on the desired Level of Service and will determine what surcharging, if any, is allowed, minimum and maximum velocity constraints, etc. Criteria will be developed for overall master planning purposes, development reviews, and environmentally sensitive areas.

### **E2. Design Storm Review**

FNI will utilize the 5-year, 6-hour design storm utilized for Phase 1 of the capacity assessment. FNI will verify with City staff that the 5-year, 6-hour storm is the desired Level of Service for application and identification of future capacity restrictions.

### **E3. Existing System Evaluation**

FNI will run the calibrated wastewater model with the selected design storm and identify existing surcharging and overflow locations and other capacity restriction issues. FNI will evaluate the impacts of critical elements (special structure) and lift station modifications on the existing system evaluation results. FNI will prepare mapping and model results showing all surcharging and overflow locations by magnitude and locations. FNI will categorize manholes by overflow amounts during design storm and sewer line surcharging by amounts during design event.

### **E4. Develop Future Model Scenarios**

FNI will utilize 5-year, 10-year, and 20-year wastewater model scenarios under design storm conditions to determine the system response for surcharging and overflow events. FNI will conduct an evaluation of special structures and lift stations under design storm conditions for each planning period. FNI will utilize the future system model scenarios to analyze the impact of future growth and redevelopment on the wastewater collection system. FNI will apply the selected design storm(s) to the future system models to locate potential future system deficiencies based on specified design criteria.

### **E5. Develop System Improvements Alternatives for the 5-, 10-, and 20-year Planning Periods**

Using the results of future models, develop improvements to eliminate excessive surcharging and overflows in the system resulting from increased wastewater flow from projected future development and redevelopment. Develop improvements alternatives for gravity lines, lift stations, force mains, and special structures. Improvements needed to correct existing deficiencies will also be included. Utilize model results to develop improvements to serve areas that are currently not developed. Develop mapping showing improvements required for the 5-year, 10-year, and 20-year planning periods as well as improvements needed to correct existing deficiencies.

## **TASK F. RISK BASED ASSESSMENT AND PRIORITIZED RENEWAL CIP**

### **F1. Document Age and Material of Pipelines with available data**

FNI will utilize GIS shapefiles, as-builts, work orders, CCTV results, and any other available data to determine the age and material of wastewater lines in the existing wastewater collection system.



## **F2. Develop Condition and Criticality Scoring Parameters**

FNI will develop a draft condition and criticality scoring program for wastewater system pipelines and lift stations. FNI will submit to Midwest City Staff to obtain input on draft parameters.

- Potential condition parameters include:
  - Pipe age
  - Pipe material
  - Maintenance history
  - Soil conditions
- Potential criticality parameters include:
  - Number of customers served
  - Ease of access for repairs
  - Environmental impact
  - System redundancy
  - Critical facilities, e.g. hospitals and schools
  - Alley/street condition/replacement schedule
  - Aerial Crossings

## **F3. Map Modeled Lines and Manholes to Existing GIS**

Conduct a static integration of modeling data to match modeled pipes and manholes to extract key information to match unique collection system asset data within GIS.

## **F4. Apply Condition and Criticality Scoring System to Pipelines**

Based on available data, FNI will utilize InfoAsset Planner software to apply the condition and criticality scoring system to collection pipeline network. Each line segment will receive a condition, criticality, and overall risk score and an overall prioritized ranking of pipelines will be prepared. FNI will develop large scale color-coded mapping of the results of the condition, criticality, and risk scoring analysis.

## **F5. Develop Prioritized Pipeline Capacity CIP based on Risk Scoring**

FNI will utilize the risk scores to prioritize capacity improvement projects, but will not develop a renewal CIP as part of the collection system master plan.

## **TASK G: LIFT STATION CONDITION ASSESSMENT:**

### **G1. Review As-Builts and Document Lift Station Information:**

FNI will verify the configuration of lift stations with as-built drawings. FNI will obtain lift station flow data for reviewing the capacity of each station.

### **G2. Develop Lift Station Site Evaluation Form:**

FNI will develop a data sheet to use to document the condition for each parameter of lift stations including pumps, electrical, structural, and other physical data. The site evaluation form will document all known and pertinent information at each station.

### **G3. Lift Station Drawdown Testing:**

The project team will verify lift station dimensions using available as-built data. The project team will then conduct a lift station drawdown test. The team will test each pump to determine the capacity. Prior to performing the drawdown testing, the City will provide an inventory of each lift station noting which pumps and valves are

operational. The City will also note which stations have pressure gauges and flow meters. The City will also test the electrical equipment prior to the project team manually testing each pump.

**G4. Conduct Lift Station Condition Assessments:**

FNI will visit up to fifteen (15) lift stations with City staff to assess the condition of the facilities. Data sheets will be compiled documenting the condition of each parameter being evaluated such as pumps, electrical, structural, and other physical data. FNI will take pictures of all components and document in digital library for each station. FNI will assign a condition score to each lift station based on site visits, maintenance history, staff input, and previous studies. FNI will assign criticality scores based on parameters such as population served, system redundancy, and environmental impact.

**G5. Summarize Historical Repair Data:**

FNI will review and evaluate CMMS work order history and maintenance data to determine stations to focus renewal efforts.

**G6. Develop Condition and Criticality Scoring Parameters:**

FNI will develop a draft condition and criticality scoring program for wastewater lift stations. FNI will meet with City Staff to obtain input on draft parameters.

- Potential condition parameters include:
  - Facility Age
  - Maintenance history
  - Inspection results
  - Capacity
- Potential criticality parameters include:
  - Number of customers served
  - Ease of access for repairs
  - Environmental impact
  - Critical facilities served, e.g. hospitals and schools

**G7. Assign Condition and Criticality Scores to Lift Stations:**

Based on available data, FNI will apply the condition and criticality scoring system to each lift station. Each lift station will receive a condition, criticality, and overall risk score and an overall prioritized ranking will be prepared. FNI will develop large scale color-coded mapping of the results of the condition, criticality, and risk scoring analysis.

**G8. Progress Meeting:**

FNI will meet with the City Staff to discuss the condition and criticality scoring for each station.

**G9. Develop Detailed Lift Station Site Sheets:**

FNI will develop data summary sheets summarizing each lift station. The following will be included in the summary sheets where information is available:

- Lift Station name and address (existing and future)
- Upstream Interceptors and Basins
- Design Flow
- Population Served
- Wet Well Dimensions
- Operational Scheme (existing and future)
- Future developments served by each station
- Pump Data

- i. Size
- ii. Number
- iii. Manufacturer Pump Curves
- iv. Nameplate Data

FNI will provide a shapefile to the City summarizing all attribute information and scores assigned from the study

**G10. Develop Prioritized Renewal Plan:**

FNI will utilize the condition and criticality scores to develop renewal risk ratings for lift stations. The resulting risk ratings, along with the results of the hydraulic modeling, will be used to prioritize lift station renewal projects, which will be incorporated into the overall CIP.

**G11. Develop Draft CIP Costs, Schedule, and Mapping:**

Develop costs for each proposed renewal capacity project in Year 2024 dollars including engineering and contingencies. CIP Scheduling will be based on the modeling results and include engineering time periods. Large scale citywide maps will be produced showing proposed projects, costs, and recommended in-service dates of proposed projects.

**TASK H. CAPITAL IMPROVEMENTS PLAN AND WASTEWATER MODELING SERVICES REPORT**

**H1. Develop Draft Capital Improvement Plan (CIP) Costs, Schedule, and Mapping**

FNI will develop a Capital Improvements Plan based on growth needs. Costs for each proposed project will be developed in Year 2023 dollars, including engineering and contingencies. Large-scale system-wide maps will be produced showing proposed projects, costs, and recommended in-service dates of proposed projects. FNI will also prepare a one-page summary for each project, including a detailed description, issue, project map with planning level alignment, cost, proposed dates, and justification.

**H2. Meet to Review Draft Capital Improvement Plan**

FNI will meet with the City to discuss the draft CIP, project phasing, and analyze alternative completion dates as necessary.

**H3. Prepare Draft Wastewater Master Plan Report**

FNI will prepare a draft Wastewater Master Plan Report summarizing wastewater flow projections, model calibration, existing and future system analysis, and CIP development. FNI will deliver one (1) electronic PDF file of the draft report to the City.

**H4. Meet to Review Draft Report**

FNI will meet with the City to discuss the draft report. FNI will solicit comments to be incorporated into the final report.

**H5. Revise Wastewater Master Plan Report to Incorporate Comments**

FNI will revise the report based on comments from the City and submit one (1) final hard copies and one (1) electronic copy in PDF format of the Wastewater Master Plan Report.

#### **H6. Coordination Meetings with Garver**

FNI will attend up to three (3) coordination meetings with Garver and the City to gather and share information regarding the Wastewater Collection System and Wastewater Facility Master Plans. During these coordination meetings, FNI, Garver, and the City will collectively determine the prioritization of projects by planning horizon together.

#### **H7. Comprehensive Wastewater Master Plan Report**

FNI will incorporate results from the Wastewater Collection System Master Plan and the Wastewater Treatment Facility Master Plan into a final, single Executive Summary document. Garver will write the executive summary portion of the Wastewater Treatment Facility Master Plan and FNI will incorporate the written document from Garver into the Final Comprehensive Wastewater Master Plan Report.

#### **H8. City Management Presentation**

FNI will prepare and attend one (1) City Management presentation to present the results of the Wastewater System Master Plan.

#### **H9. Council Presentation**

FNI will prepare and attend one (1) City Council presentation to present the results of the Wastewater System Master Plan.

#### **SUMMARY OF DELIVERABLES:**

- Wastewater System Capital Improvements Program
- Lift Station Condition Assessment
- Draft Wastewater Collection System Master Plan Report
- Final Wastewater Collection System Master Plan Report
- Final Comprehensive Wastewater Master Plan Report
- Calibrated Wastewater Model
- Council Presentation
- All electronic project files

#### **ARTICLE II**

**SPECIAL SERVICES:** FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project: NA

#### **ARTICLE III**

**ADDITIONAL SERVICES:** Additional Services to be performed by FNI, if authorized by Client, which are not included in the above described basic services, are described as follows:

- A. Wastewater pipeline condition assessment.
- B. Making revisions to drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by Client or 2) due to other causes not solely within the control of FNI.

- C. Meeting or trips in excess of the number of meetings included in Article I for coordination meetings, public meetings or other activities. Additional meetings requested by the client in excess of those included in Article I will be billed hourly in accordance with the rates outlined in Attachment CO.
- D. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- E. Preparing data and reports for assistance to Client in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- F. Revisions, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- G. Providing basic or additional services on an accelerated time schedule. This includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Client.
- H. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- I. Providing document revisions in excess of those outlined in Article I.

#### ARTICLE IV

**TIME OF COMPLETION:** FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in 18 months from Notice to Proceed.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

#### ARTICLE V

**RESPONSIBILITIES OF CITY:** City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.
- B. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

- D. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- E. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as City may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as City may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as City may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- F. Give prompt written notice to FNI whenever City observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- G. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

**DESIGNATED REPRESENTATIVES:** FNI and City designate the following representatives:

CITY's Primary Contact	Name: Carrie Evenson Address: 8730 SE 15 <sup>th</sup> Street Midwest City, OK 73110 Phone: 405-739-1062 Email: CEvenson@MidwestCityOK.org
------------------------	--

CITY's Accounting Contact	Name: Carrie Evenson Address: 8730 SE 15 <sup>th</sup> Street Midwest City, OK 73110 Phone: 405-739-1062 Email: CEvenson@MidwestCityOK.org
---------------------------	--

FNI's Primary Contact	Name: Clay Herndon Address: 3600 NW 138th Street, Suite 202, Oklahoma City, OK 73134 Phone: 405-252-5934 Email: wch@freese.com
-----------------------	--

FNI's Accounting Contact	Name: Lisa Broussard Address: 12770 Merit Drive, Suite 900 Dallas TX 75251 Phone: 972-331-6021 Email: lisa.broussard@freese.com
--------------------------	---

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Freese and Nichols, Inc.**  
**And**  
**THE CITY OF MIDWEST CITY**

**ATTACHMENT “B”**

The scope of work for Tasks A through H will be completed for a **LUMP SUM** fee of **\$850,000 INCLUSIVE OF EXPENSES** and Special Services will be completed for a **NOT TO EXCEED** fee of **\$0 , INCLUSIVE of EXPENSES**, for a total fee of \$850,000. Additional Services will be provided upon request from the Owner and authorized in writing before commencing work.

**Fee Breakdown by Task**

<b>Task</b>	<b>Description</b>	<b>Total Fee</b>
<b>Contract Adjustments</b>		
A-G	ORIGINAL CONTRACT AMOUNT	<b>\$ 296,000</b>
	AMENDMENT 1	-
H1-H6	AMENDMENT 2	<b>\$ 77,645</b>
<b>Basic Services</b>		
A	Project Management	<b>\$ 50,000</b>
B	Flow Monitoring and I/I Characterization	<b>\$ 237,000</b>
C	Population and Wastewater Flow Projections	<b>\$ 31,500</b>
D	Wastewater Model Development and Calibration	<b>\$ 170,500</b>
E	Wastewater System Performance Review	<b>\$ 55,500</b>
F	Risk Based Assessment and Prioritized Renewal CIP	<b>\$ 70,500</b>
G	Lift Station Condition Assessment	<b>\$ 135,000</b>
H	Capital Improvements Plan and Master Plan Report	<b>\$ 100,000</b>
<b>Sub-total: Basic Services (LUMP SUM)</b>		<b>\$ 850,000</b>
<b>Special Services</b>		
I	SPECIAL SERVICES	<b>\$ N/A</b>
<b>Sub-total: Special Services (NOT TO EXCEED)</b>		<b>\$ N/A</b>
<b>Grand Total of New Proposed Scope of Work</b>		<b>\$ 850,000</b>
<b>NEW CONTRACT TOTAL</b>		<b>\$ 1,223,645</b>



**Public Works Administration**

8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

**Public Works Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
(405) 739-1061

**Assistant Public Works Director**  
[cevenson@midwestcityok.org](mailto:cevenson@midwestcityok.org)  
(405) 739-1062

[www.midwestcityok.org](http://www.midwestcityok.org)

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: January 23, 2024

Subject: Discussion, consideration, and possible action of approving a water infrastructure agreement with Oklahoma County Utility Services Authority to connect Starview Public Water Supply customers to the Midwest City Public Water Supply.

---

The Oklahoma County Utility Services Authority (OCUSA) operates a community public water supply system, known as the Starview Public Water Supply System (Starview PWS), at the northeast corner of North Douglas Boulevard and Northeast 16<sup>th</sup> Street in Midwest City. It currently serves approximately thirty-five customers with potable water from a public water supply groundwater well.

On July 29, 2021, OCUSA, by and through its operator, Sooner Utilities, Inc., entered into a Consent Order with the Department of Environmental Quality, which found that Starview PWS lacked an adequate secondary backup source of water and required that OCUSA develop and submit a Corrective Action Plan to address the violations.

OCUSA and the Midwest City Municipal Authority have reached an agreement through which Midwest City will provide potable water to the customers of Starview PWS and OCUSA will properly abandon and plug or transfer ownership of the water well, its appurtenances, and any and all associated water rights for the Starview PWS to the City and Authority as outlined in the retail sales agreement.

The water infrastructure agreement is attached.

Approval is at the discretion of the Municipal Authority

Respectfully,

R. Paul Streets  
Public Works Director

Attachment



## **WATER INFRASTRUCTURE AGREEMENT**

This Water Infrastructure Agreement (hereinafter referred to as “Agreement”) is made effective as of the latter signature date hereof (the “Effective Date”) by and between The Midwest City Municipal Authority, (hereinafter referred to as “Authority”) a public trust created for the benefit of the citizens of the City of Midwest City, a municipal corporation (hereinafter referred to as “City”) and Oklahoma County Utility Services Authority, a public trust created pursuant to the authority at Title 60 of the Oklahoma Statutes, Sections 176-180.3, as amended, (hereinafter referred to as “Customer”) (Authority and Customer being collectively referred to herein as the “Parties”).

### **RECITALS**

**WHEREAS**, the City owns and the Authority operates a public water supply system that provides potable water to its customers (hereinafter referred to as “City System”); and

**WHEREAS**, the Customer operates a community public water supply system in Oklahoma County, known as Starview Public Water Supply System; and

**WHEREAS**, the Starview Public Water Supply System serves approximately eighty-five (85) customers at the Northeast corner of North Douglas and Northeast 16th Street in Midwest City, in Oklahoma County; and

**WHEREAS**, the Starview Public Water Supply System encompasses the area starting at the corner of North Douglas Boulevard and Northeast 16th Street, north to the railroad tracks and extends East to the Autumn Creek Villas, all in Midwest City, in Oklahoma County; and

**WHEREAS**, the Oklahoma State Environmental Agency (the Oklahoma Department of Environmental Quality) and the Customer, by and through its operator, Sooner Utilities, Inc. (hereinafter referred to as Customer’s Operator) have entered into a Consent Order dated July 29, 2021; and

**WHEREAS**, the Consent Order found that the Customer was operating without an adequate secondary backup source; and

**WHEREAS**, the Consent Order requires the Customer to submit an approvable Corrective Action Plan; and

**WHEREAS**, the Customer has approached the Authority for assistance with a Corrective Action Plan; and

**WHEREAS**, the Public Water Supply owned by the City and operated by the Authority is located in and around the site of the Starview Public Water Supply; and

**WHEREAS**, the Customer and Authority have reached an agreement for the Public Water Supply owned by the City and operated by the Authority to provide potable water to the customers of the Starview Public Water Supply; and

**WHEREAS**, the Customer has contacted the Oklahoma Department of Environmental Quality who has expressed that such an agreement would meet the requirements of a Corrective Action Plan as required under the Consent Order; and

**WHEREAS**, the Customer, the City and the Authority desire to enter into a Water Infrastructure Agreement as expressly provided herein; and

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Agreement Term.** This agreement shall commence on the Effective Date and remain in effect until all Tasks and Transfers have been completed.
2. **Tasks.** The City, the Authority and the Customer shall work together to complete the following Tasks:
  - a. Notify each customer of the Starview Public Water Supply System of the need to disconnect and connect to the City Public Water Supply System.
  - b. Disconnect each connection to Customer's Starview Public Water Supply System.
  - c. Connect of each disconnection from Customer's Starview Public Water Supply System to the Public Water Supply System owned by the City and operated by the Authority.
  - d. Identify materials associated with both the Customer's service connection and the private service line downstream of the water meter as required to comply with the Environmental Protection Agency's 2021 Lead and Copper Rule Revisions.
  - e. Remove any and all of Customer's infrastructure necessary to ensure that no one will reconnect to Customer's Starview Public Water Supply System, with the exception of Customer's water well and appurtenances to said well.
  - f. Apply for grants from any source to obtain funding to assist the City, the Authority, the Customer and/or those being required to disconnect from the Starview Public Water Supply System and connect to the City Public Water Supply System.
3. **Transfer.** The City, the Authority, the Customer and the Customer's Operator shall work together to transfer the water well, its appurtenances, and any and all associated water rights for the Starview Public Water Supply System, owned by the Customer to the City and Authority.
4. **Customer's Responsibilities.** Upon completion of all disconnections from the Starview Public Water Supply System and connections to the City Public Water Supply System, the Customer shall:
  - a. Cease all operations of the Starview Public Water Supply System within the corporate city limits of the City of Midwest City; and
  - b. If the water well is not transferred to the City and Authority, abandon said well and have said well plugged in accordance with all State requirements.
5. **City Delegation.** The City and the Authority hereby delegates the authority to amend this agreement or to make any approvals under this agreement to the City Manager/Authority's General Manager. The City Manager/General Manager may delegate this authority to the Assistant City Manager, the Public Works Director or Assistant Public Works Director as necessary.
6. **Notices.** All notices required by this Agreement shall be in writing, delivered either in person or by first class mail to the following:

Midwest City Municipal Authority  
c/o of the General Manager  
100 N. Midwest Boulevard  
Midwest City, OK 73110

The Oklahoma County Utility Services Authority  
c/o Chris Byrom, Registered Agent  
3134 N.W. 23<sup>rd</sup> Street  
Oklahoma City, OK 73107

Sooner Utilities, Inc.  
c/o Chris Byrom, Registered Agent  
P.O. Box 958  
Edmond, OK 73083-0958  
(405) 285-5687

7. **General Provisions.**

- a. **Amendment.** Any Amendment to this Agreement shall be in writing and executed by the Customer, the Authority or designee and the City or City's designee.
- b. **Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Oklahoma and the City Ordinances of the City of Midwest City. Any matter filed concerning this Agreement shall be filed in the District Court for Oklahoma County after all administrative processes have been exhausted.
- c. **City Liability.** Any claims filed against the City shall be filed in accordance with the Oklahoma Governmental Tort Claims Act, Title 51 of the Oklahoma Statutes, Section 151 *et seq.*
- d. **No Creation of Rights.** The Customer hereby acknowledges that by entering into this agreement does not create any rights of the Customer to any property owned or under the control of the City, nor creates any rights to the City System. The City hereby acknowledges that this agreement does not create any rights of the City or the Authority, to any property owned by the Customer, unless specifically expressed herein.
- e. **Termination.** Either Party has the right to terminate this agreement by giving one-hundred and twenty (120) days written notice to the other party. Additionally, this agreement shall automatically terminate in the event the City of Oklahoma City extends water service to the Customer in accordance with the agreement entered into between the Customer and the City of Oklahoma City.
- f. **Complete Agreement.** The Parties agree that this is the complete Agreement and no statements, representations or discussions not set forth herein or not contained in any written Amendment shall be binding on the Parties and no Party is or shall be bound by any statement or representation that does not conform to this document. No agent or any Party to this Agreement has the authority to alter, modify or change this Agreement except as expressly provided herein. This

Agreement shall be read as a whole and shall not be interpreted either for or against either party.

- g. Open Records Act.** Customer understands that all records of the City, including this Agreement are open to the public for inspection, review and mechanical reproduction in accordance with the Oklahoma Open Records Act, Title 51 of the Oklahoma Statutes, Section 24A.1 *et seq.*
- h. Non-Transferable.** This Agreement cannot be transferred to any third party without written permission of the other party. Any attempt to transfer this Agreement to a third party without the written consent of the other party nullifies and makes void the Agreement.
- i. Change in Ownership.** Should the Customer sell or transfer the property to a third-party, the new owner shall be required to obtain a new agreement from the City. Any new agreement will not be unreasonably denied.

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]***

APPROVED by The Oklahoma County Utility Services Authority and signed by the Chair,

this 17th day of January, 2024.

  
\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary

APPROVED by the City Council and signed by the Mayor for the City of Midwest City,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

\_\_\_\_\_  
Mayor

Approved as to form and legality:

\_\_\_\_\_  
City Attorney

APPROVED by the Midwest City Municipal Authority and signed by the Chair for the  
Municipal Authority, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chair

Approved as to form and legality:

\_\_\_\_\_  
Authority Attorney



NEW BUSINESS/  
PUBLIC DISCUSSION





**MEMORIAL HOSPITAL AUTHORITY AGENDA**

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

January 23, 2024 – 6:02 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rick Dawkins	Trustee Rick Favors	Authority Attorney Don Maisch

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion, consideration, and possible action to approve the January 9, 2024 meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration, and possible action of an agreement to terminate the May 25, 2021, Economic Development Agreement with Bentwood Development, LLC, concerning a multi-family project proposed for Block 2, Aviation Acres Subdivision. (Economic Development - R. Coleman)
3. Discussion, consideration, and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance - T. Cromar)

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

D. ADJOURNMENT.





DISCUSSION ITEMS



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

## **Midwest City Memorial Hospital Authority Minutes**

**January 09, 2024**

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

Chairman Matt Dukes called the meeting to order at 7:23 PM with the following members present:

	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rick Dawkins	Trustee Rick Favors	Authority Attorney Don Maisch

Absent: Trustee Eads

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

1. Discussion, consideration, and possible action to approve the December 12, 2023 meeting minutes.
2. Discussion, consideration, and possible action of entering into an agreement for Professional Services with Garver, LLC. in the amount of \$327,504 to provide survey and design services for a future federal aid project to resurface SE 29th St from I-40 to Midwest Blvd.

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

### ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:24 PM.

ATTEST:

\_\_\_\_\_  
MATT D. DUKES II, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary



Midwest City Memorial Hospital Authority  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
Office (405) 739-1207/Fax (405) 739-1208  
[www.midwestcityok.org](http://www.midwestcityok.org)

## MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: January 23, 2024

Subject: Discussion, consideration, and possible action of an agreement to terminate the May 25, 2021, Economic Development Agreement with Bentwood Development, LLC, concerning a multi-family project proposed for Block 2, Aviation Acres Subdivision.

---

Mr. Joel Bryant, Bentwood Investments, (“Bentwood”) was intent on investing well over \$10 Million in developing a new 84-unit multi-family project in the Hospitality District when he requested the MCHA’s contribution of its property at 5901 Will Rogers RD to help offset development costs. We agreed to sell the property at market value and to rebate the proceeds from the sale via a formal economic development agreement (“EDA”) after the job was completed as promised. The contract for purchase/sale and the EDA were both approved as part of the May, 25, 2021, MCHA agenda.

However, significant increases in construction costs interest rates doomed the project forcing Bentwood to reconsider its plans. It now intends to sell all of its land ( $\pm$  4.5 acres) in Block 2 to a company interested in building a senior (55+) housing project. However, the Buyer has concerns the EDA could complicate the sale. Thus, Bentwood is requesting the MCHA to formally terminate the agreement.

Staff has not been contacted by the potential buyer regarding a new EDA. Following the approval of this item, the  $\pm$  \$94,600 received from the sale will be released back into the MCHA (425) fund.

Staff recommends approval.

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

Respectfully,

Tim Lyon, General Manager/Administrator  
Attachments: Termination Agreement  
Executed Copy of EDA

**TERMINATION AND RELEASE**  
**OF**  
**ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT**

This TERMINATION AND RELEASE OF ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT (this "**Termination Agreement**") is made by and between the MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, an Oklahoma public trust (hereinafter referred to as, the "**Authority**") and BENTWOOD INVESTMENTS LLC, an Oklahoma limited liability company (hereinafter referred to as, the "**Company**") to be effective as of the date on which acceptance of this Termination Agreement, as evidenced by each of the Authority and the Company affixing their respective signatures to the signature page hereof, is last delivered from one to the other (the "**Effective Date**"). For purposes of this Termination Agreement, the Authority and the Company may each be referred to herein as a "**Party**" and collectively as the "**Parties**".

WITNESSETH:

WHEREAS, the Parties entered into that certain Economic Development Assistance Agreement effective on or about May 25, 2021 (the "**EDA**") pursuant to which certain restrictions and covenants were made governing the development of the property(ies) described therein (the "**Property**"); and

WHEREAS, in order to enhance the marketability and promote the future development of the Property, the Parties have determined that it is in their mutual best interest to terminate the EDA and to release the Company and the Property from the purview thereof so as to enable the Company to transfer its interest in the Property to a third-party free and clear of the EDA; and

WHEREAS, the Parties now desire to terminate and release the EDA as hereinbelow set forth.

A G R E E M E N T S:

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Termination of EDA.** The Parties agree that the EDA is hereby terminated and released in its entirety and that, from and after the Effective Date, neither the Company nor the Property shall be bound or encumbered by the EDA.

2. **Mutual Release.** Each Party does hereby release, acquit and forever discharge the other Party from any and all losses, covenants, damages, claims, demands, debts, actions, causes of action, suits, obligations, indemnities and any and all other liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, at law or in equity, which said Party at any time has or had against the other Party, arising under or otherwise relating to, the EDA.

3. **Basic Representations.** Each Party represents and warrants to the other that it has not transferred or assigned its interest in the EDA to any third party. Each of the undersigned persons signing on behalf of the Authority and the Company hereby represent and warrant that he or she is an authorized representative of the Authority and the Company, respectively, and has been provided complete authority to bind the Authority and the Company to this Termination Agreement.

4. **Miscellaneous.** The Parties hereby acknowledge and agree as follows: (a) the recitals set forth at the beginning of this document are hereby incorporated into this Termination Agreement as if fully set forth herein, (b) this Termination Agreement constitutes the entire agreement between the Parties relating to the termination and release of the EDA, (c) to do such acts, and execute and deliver to the other Party such additional documents or instruments as may be reasonably requested, in order to effect the purposes of this Termination Agreement and to better assure and confirm unto the requesting Party the intent and effects of this Termination Agreement, (d) no part of the compensation received from the Company by the Authority for the purchase of the Property and committed to be reimbursed in the EDA (Art. I Sec. 1.01B[ii] and in Art. III, Sec. 3.14) shall be refunded to any party, and (e) any manual signature upon this Termination Agreement that is faxed, scanned or photocopied and delivered electronically shall for all purposes have the same validity, legal effect and admissibility in evidence as an original delivered signature and the Parties hereby waive any objection to the contrary.

IN WITNESS WHEREOF, the undersigned Parties have executed this Termination Agreement as of the date first written above.

**“Authority”**

MIDWEST CITY MEMORIAL HOSPITAL  
AUTHORITY, an Oklahoma public trust

By \_\_\_\_\_  
Name: Matthew D. Dukes II  
Title: Chairman

**Acknowledgement**

STATE OF OKLAHOMA        )  
  )  
COUNTY OF OKLAHOMA    )

SS:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2024, by Matthew D. Dukes II, as Chairman of the MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, an Oklahoma public trust, on behalf of said Trust.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
My Commission Number:

(SEAL)

**“Company”**

BENTWOOD INVESTMENTS LLC, an  
Oklahoma limited liability company

By \_\_\_\_\_  
Name: Joel Bryant  
Title: Manager

**Acknowledgement**

STATE OF OKLAHOMA        )  
  )  
COUNTY OF OKLAHOMA    )

SS:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2024, by Joel Bryant, as Manager of BENTWOOD INVESTMENTS LLC, an Oklahoma limited liability company.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
My Commission Number:

(SEAL)

---

---

BENTWOOD

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

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By and Between The

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

And

**BENTWOOD INVESTMENTS LLC**

Dated as of May 25, 2021

# THE BENTWOOD PROJECT

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THE BENTWOOD PROJECT

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

THIS ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT, dated as of May 25, 2021 (hereinafter, the "Development Assistance Agreement"), is made and entered into by and between the Midwest City Memorial Hospital Authority, an Oklahoma public trust (hereinafter, the "Authority") 100 N Midwest Blvd., Midwest City, OK 73110, and Bentwood Investments LLC, an Oklahoma limited liability company (hereinafter, the "Company") 20 E 9<sup>th</sup> St., Shawnee, OK 74801.

WITNESSETH:

WHEREAS, the Authority is a public trust created pursuant to the provisions of Title 60, Sections 176 et seq. of the Oklahoma Statutes, as amended (hereinafter, the "Public Trust Act"), as an agency of the State of Oklahoma and the duly constituted authority of its beneficiary, the City of Midwest City, Oklahoma (hereinafter, the "City") for purposes which include the following: to provide for, and stimulate, future economic growth and development, to generally promote economic welfare and prosperity, to further the general economic development within and without the municipal limits of the City, and specifically to promote, finance and develop commercial and industrial projects or facilities; and

WHEREAS, in order to accomplish its designated purposes, the Authority is empowered to provide funds for the costs of acquiring, constructing, rehabilitating, equipping, securing, maintaining and developing real and personal property within and near the City; and

WHEREAS, the Company intends to develop, construct, equip and complete a modern, safe, multi-family development (hereinafter, "Bentwood"), and desires to locate a portion of the activities of such facility within the Aviation Acres Subdivision on that certain real property described on Appendix "1" hereto (hereinafter, the "Project Site"), and to operate such facilities to residents; and

WHEREAS, the Company expects to create a modern, multi-family housing project that will benefit the City of Midwest City and the Sooner Rose Shopping & Entertainment District; and

WHEREAS, as an inducement to the Company to locate Bentwood within Aviation Acres the Authority has agreed, among other things, to:

(i) sell Lot 9, Block 2, Aviation Acres Addition (a/k/a 5901 Will Rogers RD) (hereinafter "Lot 9"), which is located within the Project Site, to the Company on the terms set forth in that certain "Agreement for the Purchase and Sale of Real Estate", dated as of May 25, 2021, by and between the Authority and the Company (hereinafter, the "Real Estate Agreement"); and

(ii) provide development assistance to the Company in the amounts and on the terms hereinafter set forth; and

WHEREAS, the parties wish to set forth the terms under which the Authority has agreed to sell Lot 9 to the Company and to provide development financing assistance.

IN CONSIDERATION of the mutual covenants and agreements contained herein, the Authority and the Company hereby agree as follows:

## ARTICLE I

### PURPOSE OF AGREEMENT

#### SECTION 1.01 Purpose of Agreement.

A. Subject to the terms and conditions hereinafter provided, the Company hereby agrees:

- (i) to acquire Lot 9 from the Authority on the terms and conditions set forth in the Real Estate Agreement;
- (ii) to cause the design, construction and installation of improvements to Bentwood, substantially in accordance with the requirements hereinafter described;
- (iii) to cause the design, construction and equipping of the following described facilities within the time frames hereinafter specified, to-wit:
  - (a) A safe, attractive, code-compliant multi-family project with a minimum of 84-units by investing no less than Ten Million Dollars (\$10,000,000) in the Project. Obtain Certificates of Occupancy for all structures on or before December 31, 2023;

(the foregoing facilities being hereinafter collectively referred to as the "Project Facilities");

- (iv) maintain Lot 9 on the Oklahoma County tax rolls; Lot 9 cannot be tax exempt until April 1, 2037 or beyond; and
- (v) remit invoices to the City of Midwest City Finance Department for all materials delivered to the Project Site as proof City of Midwest City sales/use taxes were properly collected.

(The undertaking of the foregoing by the Company may be hereinafter referred to as the "Project".)

B. Subject to the terms hereinafter set forth, the Authority hereby agrees:

- (i) to sell Lot 9 to the Company on the terms and conditions set forth in the Real Estate Agreement; and
- (ii) to reimburse the Company the cost of purchasing Lot 9, minus Closing Costs incurred by the Authority (as hereinafter defined), upon completion of the entire Project.

SECTION 1.02 Term of Agreement. This Agreement shall become effective upon execution by all Parties and it shall continue in full force and effect until; (i) completion of the Project evidenced by a Certificate of Occupancy issued by the appropriate authority, (ii) Default of either Party as set forth in Section 5, or (iii) upon mutual agreement of the Parties. The Buyer may terminate the agreement on reasonable notice for reasons consistent with the terms of Sections 3, 4 and 11 of the Real Estate Agreement.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

SECTION 2.01 Status of the Company. The Company represents that it is a limited liability company duly organized and existing under the laws of the State of Oklahoma. The Company is authorized to conduct business in the State of Oklahoma, and is not in violation of any provisions of its articles of organization, operating agreement or any other agreement governing the Company, or any law of the State of Oklahoma affecting Company's ability to perform under this Development Assistance Agreement.

SECTION 2.02 Inducement to the Company. The Company's ability to accomplish the Project with assistance from the Authority has induced the Company to proceed with the Project and the Company hereby

covenants to complete the same and continue to maintain and operate the Project, during the term of this Development Assistance Agreement.

SECTION 2.03 Full Power and Authority. The Company represents that it has the full power and authority to execute this Development Assistance Agreement and this Development Assistance Agreement shall constitute a legal, valid and binding obligation of the Company in accordance with its terms, and the consent of no other party is required for the execution and delivery of this Development Assistance Agreement by such Company or the consummation of the transactions contemplated hereby.

SECTION 2.04 No Breach. The Company represents that the execution and delivery of this Development Assistance Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Development Assistance Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, other provisions of its articles of organization, operating agreement or any other agreement governing such Company or with any evidence of indebtedness, mortgages, agreements, or instruments of whatever nature to which the Company is a party or by which it may be bound, and will not constitute a default under any of the foregoing.

SECTION 2.05 Litigation. There is not currently pending any action, suit, proceeding or investigation, nor, to the knowledge of the undersigned representative of the Company, is any such action threatened which, if adversely determined, would materially adversely affect the Company or the Project, or impair the ability of the Company to carry on its business substantially as now conducted or result in any substantial liability not adequately covered by insurance.

SECTION 2.06 Conflicts of Interest. The Company warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City or the Authority any money or other consideration for obtaining this Development Assistance Agreement. The Company further represents that, to its best knowledge and belief, no officer, employee or agent of the City or the Authority who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, during or after the term of this Development Assistance Agreement.

SECTION 2.07 Financial Representations. Financial statements of the Company heretofore delivered to the Authority and the City are true and correct in all material respects, and fully and accurately present the financial condition of the Company on the respective dates thereof. There has been no material adverse change in the financial condition of the Company since the date of the latest statement furnished.

SECTION 2.08 Disclosures. Neither this Development Assistance Agreement nor any statement or document referred to herein or delivered by the Company pursuant to this Development Assistance Agreement contains any untrue statement or omits to state a material fact necessary to make the statements made herein or therein not misleading.

SECTION 2.09 Status of the Authority. The Authority is a duly organized and validly existing public trust under the laws of the State of Oklahoma and as such, is a duly constituted authority of the City and an agency of the State of Oklahoma.

SECTION 2.10 Authorization of the Authority. The Authority is fully empowered to enter into the Real Estate Agreement, this Development Assistance Agreement and to perform the transactions

contemplated thereby and generally to carry out its obligations hereunder and thereunder. The Authority has duly authorized its Chairman, or in his absence, its Vice-Chairman, to execute and deliver the Real Estate Agreement, this Development Assistance Agreement and all other documentation required to consummate the transaction contemplated herein on behalf of the Authority.

SECTION 2.11 Availability of Utility Services. The parties hereto agree that all traditional utility services are or will be available to the Project Site, including water, storm and sanitary sewer facilities, electric, gas, and telephone services. The parties agree to cooperate in upgrading such of the utilities as may be required for the Project; provided, however, that the Authority shall not be obligated to make such upgrades.

SECTION 2.12 No Default. The performance by the Authority under this Development Assistance Agreement will not violate any provision or constitute a default under any indenture, agreement or instrument to which the Authority is currently bound or by which it is affected.

SECTION 2.13 No Further Approvals. As of the date of execution hereof, all requisite governmental action for the execution and delivery of the Real Estate Agreement and this Development Assistance Agreement has occurred and no further consent, approval or other authorization by any court, administrative agency or governmental authority is required in connection with the execution and delivery of or performance under this Development Assistance Agreement by the authority or the execution of or performance under any of the other instruments referred to in this Development Assistance Agreement, except as otherwise specifically provided in this agreement.

SECTION 2.14 No Litigation. There is no action, suit, proceeding or inquiry at law or in equity pending or, to the knowledge of the undersigned officer of the Authority, threatened, affecting the Authority wherein any unfavorable decision, ruling or finding would materially adversely affect the Authority's ability to perform under this Development Assistance Agreement or under any other instrument pertinent to the transaction contemplated herein to which the Authority is a party.

SECTION 2.15 Survival of Representation and Warranties. All representations and warranties made by the Company and the Authority herein shall survive under the terms of this agreement.

### ARTICLE III

#### ACQUISITION OF LOT 9; CONSTRUCTION OF BENTWOOD

SECTION 3.01 Acquisition of Lot 9. The Authority hereby represents that it now holds fee simple title to Lot 9, and has granted to the Company a valid option to purchase Lot 9, pursuant to the terms of the Real Estate Agreement.

SECTION 3.02 Scope of Development. The Project Site shall be developed within the general requirements established by the zoning and building codes of the City (hereinafter, the "Code") and related laws of the State of Oklahoma governing municipal planning, zoning and subdivision applicable to the Project Site. The Company shall be responsible for the construction, renovation, improvement, equipping, repair and installation, of all public and private improvements in conformance with such requirements, except as may otherwise be provided for herein.

SECTION 3.03 Basic Concept Drawings. Prior to and immediately following the execution of this Agreement, the Company shall submit the Facility Construction Plans and Specifications describing the

improvements to be constructed, renovated, equipped, repaired and installed on the Project Site. No substantial changes shall hereafter be made in the Facility Construction Plans and Specifications or in the Infrastructure Plans and Specifications unless mutually agreed upon, in writing, by the Company and the Authority.

SECTION 3.04 Construction Drawings and Related Documents. On or before the start dates specified in Section 3.07 hereof, the Company shall prepare and submit construction drawings, specifications and related documents for the initial phase of the Project Facilities (hereinafter, the "Preliminary Construction Plans") to the City for its review pursuant to the Code. Thereafter, if the Company desires to make any substantial or significant changes in the Preliminary Construction Plans, the Company shall submit the proposed changes to the City for its approval. The Company and its agents shall communicate and consult as frequently with the City as is necessary to ensure that any modifications to the Preliminary Construction Plans can receive prompt and speedy consideration by the City. If any material revisions or corrections of Preliminary Construction Plans shall be required by the City or any other government official, agency, department or bureau having jurisdiction or any lending institution involved in financing, the Company and the Authority shall cooperate in efforts to develop a mutually acceptable alternative.

SECTION 3.05 Construction of Improvements. The Company agrees that all construction, renovation, improvement, equipping, repair and installation in and to the Project Facilities shall be done in accordance with the building and safety codes of the City, and the Preliminary Construction Plans and related documents as originally approved by the City, or as amended with the approval of the City.

SECTION 3.06 City and Other Governmental Permits. Before commencement of construction, development or work on or in connection with any buildings, structures or other improvements to the Project Facilities, the Company shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. The Authority shall cooperate with and provide all usual assistance to the Company in securing these permits, and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law.

SECTION 3.07 Construction Schedule. Not later than one hundred and eighty (180) days following the execution of this Development Assistance Agreement, the Company or its designated agent will provide to the Authority a schedule for completion of the Project Facilities in accordance with the Preliminary Construction Plans. This schedule will serve as a general management tool to forecast resource requirements, and to monitor overall project planning and execution. This schedule may be modified as necessary by the Company, provided that any extension of time in the completion schedule shall require approval of the Authority, which shall not be unreasonably withheld. This schedule shall include the following provisions:

- (i) That not later than January 21, 2022, the Company shall begin, and promptly thereafter diligently prosecute to completion, the construction, renovation, improvement, equipping, repair and opening of Bentwood with such work resulting in the issuance of a City of Midwest City Certificate of Occupancy on or before December 31, 2023.

If it appears that any of the above-described phases of the Project Facilities cannot be completed within the period of time set forth in this section, the Company shall promptly report to the Authority that the one or more of the Project Facilities will not be completed within the time provided for herein, then the Company shall provide an updated schedule regarding the time required for the completion of such Project Facilities. All revisions to the original construction schedule or any revision or amendment thereto shall be subject to approval by the Authority, which approval shall not be unreasonably withheld.

SECTION 3.08 Rights of Access. For the purpose of ensuring compliance with this Development Assistance Agreement, representatives of the Authority shall have the right of access to the Project Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Development Assistance Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Project, so long as they comply with applicable safety rules. Said right of access shall be subject to reasonable notice and consent of the Company, which consent shall not be unreasonably withheld. Except in the case of an emergency, prior to any such access, such representatives of the Authority will check in with the on-site manager. All such representatives of the Authority shall carry proper identification, shall insure their own safety, assuming the risk of injury, and shall not interfere with the construction activity. The Authority agrees to cooperate with the Company in facilitating access by the Company to the Project Site for construction purposes, provided that the Authority shall incur no financial obligations therefor.

SECTION 3.9 Indemnification of the Authority. The Company shall defend, indemnify, assume all responsibility for, and hold the Authority and its respective elected and appointed officers and employees and agents, harmless from, all costs (including attorneys fees and costs); claims, demands, liabilities or judgments (except those which have arisen from the willful misconduct or negligence of the Authority, its officers, employees and agents) for injury or damage to property and injuries to persons, including death, which may be caused directly or indirectly by any of the Company's activities under this Development Assistance Agreement, whether such activities or performance thereof be by the Company or anyone directly or indirectly contracted with or employed by the Company and whether such damage shall accrue or be discovered before or after termination of this Development Assistance Agreement. This indemnity includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in the Comprehensive Environmental Response, Compensation and Liability Act; codified at Title 42, Sections 9601, et seq. of the United States Code (hereinafter, "CERCLA"), and all amendments thereto, at any place where Company owns or has control of real property pursuant to any of Company's activities under this Development Assistance Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify Authority from liability.

SECTION 3.10 Local, State and Federal Laws. The Company shall carry out the provisions of this Development Assistance Agreement in conformity with all applicable local, state and federal laws and regulations.

SECTION 3.11 Antidiscrimination During Construction. The Company, for itself, its successors and assigns, and any contractor with whom Company has contracted for the performance of work on the Project Site, agrees that in the construction, renovation, improvement, equipping, repair and installation of the Project provided for in this Development Assistance Agreement, the Company shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin or ancestry.

SECTION 3.12 Taxes, Assessments, Encumbrances and Liens. The Company shall pay when due all real estate taxes and assessments on the Project Site. During the period of this agreement, the Company shall not place or allow to be placed on the Project Site or any part thereof any uncontested mechanic's lien, any mortgage, trust deed, encumbrance or lien other than as expressly allowed by this Development Assistance Agreement. Furthermore, the Company agrees to maintain Lot 9 on the Oklahoma County Tax Rolls until April 1, 2037 or later. Nothing herein contained shall be deemed to

prohibit the Company from contesting the validity or amounts of any tax assessment, encumbrance or lien, nor to limit the remedies available to the Company in respect thereto.

SECTION 3.13 Prohibition Against Transfer of the Project Site or Structures Therein and Assignment of Agreement. Except as otherwise permitted in this Development Assistance Agreement; the Company shall not make any total or partial sale, transfer, conveyance, assignment or lease of the Project Facilities without the prior written consent of the Authority, which consent shall not be unreasonably withheld; provided, however, that the foregoing restrictions on assignment, transfer and conveyance shall not apply to: (a) any mortgage lien or security interest granted to secure indebtedness to any construction or permanent lender, and (b) the leasing or subleasing of portions of the Project Facilities to such third-parties as it may deem advisable, in its sole discretion.

SECTION 3.14 Reimbursement for Acquisition Costs of Lot 9. The Authority hereby agrees to provide development financing assistance to the Project through the reimbursement to the Company of the Company's cost to acquire Lot 9 from the Authority. The amount to be reimbursed hereunder shall be equal to the Purchase Price specified in the Real Estate Agreement minus the Closing Costs. For purposes of this Development Assistance Agreement, the term "Closing Costs" shall mean all costs incurred by the Authority at Closing pursuant to the Real Estate Agreement. The amount to be reimbursed to the Company shall be reimbursed upon the issuance of a Certificate of Occupancy for the Project. The reimbursement shall be paid to the Company within forty-five (45) days of the receipt of a "Certificate of Completion and Requisition for Payment", in the form attached hereto as Attachment "A".

SECTION 3.15 Reports By the Company; Sales and Use Tax Collections.

A. The Company shall establish and maintain records and reports for all costs associated with the Project. Such records shall be made available for review or audit at the offices of the Company upon written request by the Authority at a reasonable time after such request.

B. In addition to the requirements of paragraph A of this section, the Company shall also establish and maintain a record of all sales taxes collected on construction materials used or to be used within the Project Site. Such records shall include not only sales and use taxes paid on materials purchased by the Company, its agents and employees, but also on all materials purchased for use within the Project Site by any contractor or subcontractor of the Company or any employee or agent of either. To ensure that all contractors and subcontractor provide the information necessary to accurately account for sales and use taxes paid in connection with the Project, the Company shall require, as a part of any agreement with a contractor doing work on the Project, that such contractor and each of its subcontractors provide the Authority with the following information:

- (i) a listing of construction materials purchased for use within the Project Site;
- (ii) the name and phone number of all vendors providing such material;
- (iii) the date such material was purchased by the contractor or subcontractor; and
- (iv) the amount of sales or use taxes paid on the construction materials.
- (v)

USE OF THE PROJECT SITE

SECTION 4.01 Covenant for Non-Discrimination. The Company covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group

of persons on account of race, color, creed, religion, sex, familial status, marital status, age, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Site, nor shall the Company itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project Site. The covenant established in this section shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Authority, its successors and assigns and any successor in interest to the Project Site or any part thereof. The covenants contained in this section shall remain for so long as any performance due under this Development Assistance Agreement remains in effect.

SECTION 4.02 Maintenance Covenants. The Company, and all successors and assigns in interest to the Company, shall be obligated to maintain Bentwood, and all improvements and landscaping situated on the Project Site, in a clean and neat condition and in a continuous state of good repair in accordance with the Code.

SECTION 4.03 Effect of Violation of the Terms and Provisions of this Development Assistance Agreement After Completion of Construction; No Partnership. The Authority is deemed the beneficiary of the terms and provisions of this Development Assistance Agreement, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Development Assistance Agreement and the covenants running with the land have been provided. This Development Assistance Agreement shall run in favor of the Authority, without regard to whether the Authority has been, remains or is an owner of any land or interest therein in the Project Site. The Authority shall have the right, if this agreement or covenants contained herein are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Development Assistance Agreement and covenants may be entitled. Nothing contained herein shall be construed as creating a partnership between the Company and the Authority.

## ARTICLE V

### EVENTS OF DEFAULT AND REMEDIES

SECTION 5.01 Events of Default. The following shall constitute Events of Default hereunder and under each of the instruments executed pursuant to this Development Assistance Agreement:

- (i) Material variance from the approved Preliminary Construction Plans without prior written consent of the Authority with regard to any of the materials, machinery or equipment acquired in connection with the Project or the appurtenances thereto, or any other material variance from the Preliminary Construction Plans;
- (ii) Default by the Company in the performance or observance of any other covenant contained in this Development Assistance Agreement or any other instrument executed pursuant to this Development Assistance Agreement, or under the terms of any other instrument delivered to the Authority in connection with this Development Assistance Agreement, including, without limitation, the falsity or breach of any representation, warranty or covenant;
- (iii) Any representation, statement, certificate, schedule or report made or furnished to the Authority by the Company with respect to the matters and transactions covered by this Development Assistance Agreement which proves to be false or erroneous in any material respect at the time of its making or any warranty of a continuing nature which ceases to be complied with in any material



respect and the Company fails to take or cause to be taken corrective measures satisfactory to the Authority within thirty (30) days after written notice by the Authority;

(iv) The initiation of bankruptcy or receivership proceedings by or against the Company and the pendency of such proceedings for sixty (60) days.

SECTION 5.02 Non-liability of Officials, Employees and Agents of the Authority. No official, employee or agent of the Authority shall be personally liable to the Company, or any successor in interest, pursuant to the provisions of this Development Assistance Agreement, for any default or breach by the Authority.

## ARTICLE VI

### MISCELLANEOUS

SECTION 6.01 Authority's Obligations Limited. Nothing in this Development Assistance Agreement is intended to require or obligate nor shall anything herein be interpreted to require or obligate the Authority to provide, apply or make any payment or advance from any revenue or funds coming into its hands other than the monies being disbursed pursuant to the terms described herein.

SECTION 6.02 Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested and addressed as set forth below or to such other address as the party concerned may substitute by written notice to the other. All notices shall be deemed received within three (3) days (excluding Saturdays, Sundays and holidays recognized by national banking associations) after being mailed:

If to the Company:	Bentwood Investments LLC 20 E 9 <sup>th</sup> ST, Suite 100 Shawnee, OK 74801 Attn: Manager
With a copy to:	Rubenstein & Pitts, PLLC 1503 East 19 <sup>th</sup> Street Edmond, OK 73013 Attn: Todd A. McKinnis
If to the Authority:	Midwest City Memorial Hospital Authority Midwest City City Hall 100 North Midwest Boulevard Midwest City, Oklahoma 73110 Attn: Chairman

SECTION 6.03 Amendment. This Development Assistance Agreement may not be amended or modified in any way, except by an instrument in writing executed by both parties hereto and approved in writing by the Company and the Authority.

SECTION 6.04 Non-Waiver; Cumulative Remedies. No failure on the part of the Authority to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Authority of any right hereunder preclude any other or further right thereof. The remedies herein provided are cumulative and not alternative.

SECTION 6.05 Assignment. This Development Assistance Agreement shall not be assignable by the

Company without the prior written consent of the Authority and the Trustee. The rights and benefits under this Development Assistance Agreement may be assigned by the Authority.

SECTION 6.06 Applicable Law. This Development Assistance Agreement and the documents issued and executed hereunder shall be deemed to be a contract made under the laws of the State of Oklahoma and shall not be construed to constitute the Authority as a joint venturer with the Company or to constitute a partnership among the parties.

SECTION 6.07 Descriptive Headings. The descriptive headings of the articles and sections of this Development Assistance Agreement are for convenience only and shall not be used in the construction of the terms hereof.

SECTION 6.08 Integrated Agreement. This Development Assistance Agreement and the Real Estate Agreement constitute and incorporate the entire agreement between the parties hereto, and there are no agreements, understandings, warranties or representations between the parties regarding the financing of the Project other than those set forth herein.

SECTION 6.09 Time of Essence. Time is of the essence in the performance of this Development Assistance Agreement.

SECTION 6.10 Binding Effect. This Development Assistance Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.


SECTION 6.11 Right to Defend. The Authority shall have the right, but not the obligation, with benefit of counsel selected by the Authority, all at the Company's expense, to commence, appear in or defend any action or proceeding purporting to affect the rights or duties of the parties hereunder, if the Company fails to so commence, appear in or defend any such action or proceeding, except in a suit by the Company against the Authority, in which case the prevailing party shall be entitled to such fees and expenses as a part of any judgment obtained.

SECTION 6.12 Trustees' Disclaimer. This instrument is executed by the trustees or officers or both of the Midwest City Memorial Hospital Authority in their official capacities as such trustees or officers. By the execution hereof all parties agree that, for the payment of any claim or the performance of any obligations hereunder, resort shall be had solely to the specific assets of the Authority described herein and no Trustee or officer of the Authority shall be held personally liable therefore. In this regard, specific reference is made to Section 179 of the Public Trust Act and to the Amended Trust Indenture, dated as of July 1, 1961 and subsequently amended on April 7, 1998 and on April 20, 2017 respectively, pursuant to which the Authority was created, copies of which is of record in the office of the City Clerk of Midwest City, Oklahoma.

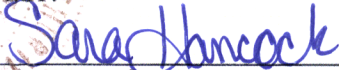
[signature page follows]

IN WITNESS WHEREOF, the Company and the Authority hereto have caused this instrument to be duly executed this 26 day of May, 2021.

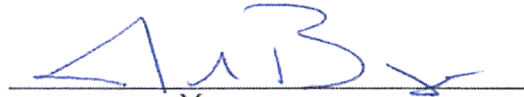
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

  
Chairman



(SEAL)  
ATTEST:  
  
Secretary

BENTWOOD INVESTMENTS LLC

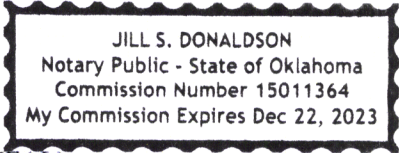
  
Manager

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA     )  
  ) SS:  
CITY OF OKLAHOMA     )

The foregoing instrument was acknowledged before me this 26 day of May, 2021, by Matthew D. Duker II, Chairman of the Midwest City Memorial Hospital Authority, a public trust, on behalf of the Trust.

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



(SEAL)

Jill S. Donaldson  
Notary Public

My Commission Expires: 12.22.23

STATE OF OKLAHOMA     )  
  ) SS:  
COUNTY OF OKLAHOMA     )

BEFORE ME, a notary public in and for said City and state, on this 26 day of May, 2021, personally appeared Joel Bryant, to me known to be the identical person who subscribed the name of Bentwood Investments LLC to the foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such company for the uses and purposes therein set forth.

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



(SEAL)

Monica Tidwell  
Notary Public

My Commission expires 8/19/24

APPENDIX "1"

LEGAL DESCRIPTION OF THE PROJECT SITE

The Bentwood Project consists of that certain real property situated in Oklahoma County, Oklahoma, more particularly described as follows:

Lots 9 - 16, Block 2, Aviation Acres Addition to the City of Midwest City, Oklahoma County, Oklahoma

ATTACHMENT "A"

CERTIFICATE OF COMPLETION  
AND REQUISITION FOR PAYMENT

The undersigned, Bentwood Investments LLC, 20 E 9<sup>th</sup> ST, Suite 100, Shawnee, OK 74801 (hereinafter, the "Company"), hereby certifies, with respect to the Economic Development Assistance Agreement, dated as of May 25, 2021 (hereinafter, the "Development Assistance Agreement"), by and between the Midwest City Memorial Hospital Authority, and the Company, that:

- (i) the Company, along with all sublessees or licensees of real property within the Project Site, have obtained all Certificates of Occupancy necessary from the City of Midwest City, Oklahoma with respect to the Project; and
- (ii) the Company has met all covenants and conditions contained in the Development Assistance Agreement with respect to the Project.

Pursuant to the terms and provisions of the Development Assistance Agreement, the Company hereby requests that funds be made under that certain "Economic Development Assistance Agreement" dated May 25, 2021, and that the Authority transfer the sum of:

\$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

by wire transfer to the following account:

\_\_\_\_\_  
Routing Number/ABA: \_\_\_\_\_  
For Further Credit of: Bentwood Investments LLC  
Account Number: \_\_\_\_\_

All capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Development Assistance Agreement.

IN WITNESS WHEREOF, the undersigned has set his name hereto this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

BENTWOOD INVESTMENTS LLC

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

Name: \_\_\_\_\_



**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](http://www.midwestcityok.org)

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: January 23, 2024

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

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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

