



CITY COUNCIL AGENDA





CITY OF MIDWEST CITY MEETINGS FOR July 22, 2025

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

Regularly scheduled meetings of the elected officials will be streamed live and recorded on the MWC YouTube channel: [Bit.ly/CityofMidwestCity](https://www.youtube.com/channel/UC8UW0DQFvYtTzXGKwZlR6g) with the recorded videos available there within 48 hours.

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

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

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

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

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



CONSENT AGENDA





CITY OF MIDWEST CITY COUNCIL AGENDA

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

July 22, 2025 – 6:00 PM

Presiding members: Mayor Matthew Dukes

Ward 1 Susan Eads

Ward 3 Rita Maxwell

Ward 5 Sara Bana

Ward 2 Pat Byrne

Ward 4 Marc Thompson

Ward 6 Rick Favors

City Staff:

City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Assistant City Manager Vaughn Sullivan
- Pledge of Allegiance
- Community-related announcements and comments

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

1. Discussion, consideration and possible action to approve the minutes of the June 24, 2025 meeting. (City Clerk - S. Hancock)
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2024-2025 increase: Welcome Center fund, revenues/Transfers In (00) \$1129. Convention & Visitor Bureau fund, revenues/Transfers In (00) \$2109. Park & Recreation fund, revenues/Transfers In (00) \$528. Hotel/Motel Fund, revenues/Taxes (00) \$3766; expenditures/Transfers Out (87) \$3766. (Finance - T. Cromar)
3. Discussion, consideration and possible action of approving a resolution for the City of Midwest City, Oklahoma to release unappropriated fund balances in the amount of \$22,900,777 at the close of day June 30, 2025 to be made available for fiscal year 2025-2026; and amending the budgets for fiscal year 2025-2026 to include the released appropriations from the fiscal year 2024-2025 budgets as supplemental appropriations; and, effective July 1, 2025, renewing encumbrance commitments cancelled at the close of day June 30, 2025. (Finance - T. Cromar)
4. Discussion, consideration, and possible action of awarding the bid to and approving a contract with Wyatt Contracting, Inc., to complete the Meadowood Addition – Channel Reconstruction project in the amount of \$451,451.00 and authorizing the City Manager to execute the contract. (Public Works - R. Streets)

5. Discussion, consideration and possible action regarding a resolution to renew the Projects Agreement required by the Tax Apportionment Refunding bonds, Taxable Series 2018 for FY 2025-2026. (Finance - T. Cromar)
6. Discussion, consideration and possible action of approving an amendment of Public Safety Answering Point Agreement with SSM Health-St. Anthony Hospital- Midwest to continue to provide dispatching services for SSM Health-St. Anthony Hospital-Midwest Ambulance Service from July 1, 2025 through June 30, 2026 for \$420,774.00 per year. (Emergency Management - R. Rushing)
7. Discussion, consideration, and possible action of accepting a Grant of Permanent Drainage and Right-of-Way Easements from the Midwest City-Del City Independent School District No. 52, successor to Independent School District Number 52 across property located at 2515 South Post Road within the Southeast Quarter (SW/4) of Section 12, Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma within the municipal corporate boundaries of Midwest City. (Public Works - R. Paul Streets)
8. Discussion, consideration, and possible action of accepting a grant of Permanent Water and Sewer Easements from Rose State College, across a parcel of land located within the corporate boundaries of Midwest City in Section 9, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma. (Public Works - R. Paul Streets)
9. Discussion, consideration, and possible action of approving the second amendment to the Lippert Brothers Construction, Inc., (LBI) Agreement for Preconstruction Phase Services associated with the Multi-Purpose Athletic Complex (MAC) Phase III at a cost of \$20,000.00.
10. Discussion, consideration and possible action of approving the re-appointment of Scott Young to the Traffic and Safety Commission for Ward 4 for a three-year term ending on July 31, 2028. (D. Maisch – City Attorney).
11. Discussion, consideration and possible action approving a resolution to renew the Sales Tax Agreement required for Capital Improvement Refunding Revenue Bonds, Series 2019 for FY 2025-2026. (Finance - T. Cromar)
12. Discussion, consideration, and possible action to approve an ordinance, to close for public use, an Easement recorded in the Oklahoma County Clerk office and lying in the Southwest Quarter (SW/4) of Section 1, Township 11 North Range 2 West, of the Indian Meridian, Oklahoma County, Oklahoma, 9205 SE 15th St. (Public Works - R. Streets)
13. Discussion, consideration and possible action of appointing J.W. Speaks to the Tree Board for a term of three (3) years. (D. Maisch – City Attorney).
14. Discussion, consideration, and possible action of declaring various computer equipment and other miscellaneous items per attached memo as obsolete, defective, or replaced and authorizing their disposal by public auction, sealed bid or other means as necessary. (Information Technology - A. Stephenson)

15. Discussion, consideration, and possible action of declaring a camera recorder and attachments, (12) bicycle mounts, and (7) bicycle bag mounts as surplus and authorizing disposal of this property by public auction, sealed bid or other means as necessary. (Police Chief - G. Wipfli)

D. DISCUSSION ITEMS.

1. (MP-00024) Public hearing, discussion, consideration, and possible action to consider approval of the Minor Plat of MWC Scooters for the property described as a tract of land in the Northeast Quarter (NE/4) of Section Eleven (11), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. (Community Development - M. Summers)
2. Discussion, consideration and possible action of approving a Resolution readopting the Citizens' Advisory Committee on Housing and Community Development and appointment and reappointment of certain members of the Committee. (D. Maisch – City Attorney and T. Craft – Grants Management Director).
3. Discussion, consideration, and possible action of approving an agreement with Flock Group Inc. to support the development of the Real Time Information Center for FY 25-26 in the amount of \$455,672.51. (Police Chief - G. Wipfli)
4. Discussion, consideration and possible action of approving and entering into, 1) a Master Agreement for Architectural and Engineering services with C. H. Guernsey & Co., 2) Task Order 1 in the amount of \$530,550.00 associated with Phase III construction of the Multi-Purpose Athletic Complex (MAC) and 3) Task Order 2 in the amount of \$83,000.00 associated with modifications to the Police Fire Training Facility. (Assistant City Manager - V. Sullivan)
5. Discussion, consideration, and possible action of approving a resolution stating the official position of the City of Midwest City to oppose the determination of the Oklahoma Department of Public Safety to not patrol State Highways in metropolitan areas. (D. Maisch – City Attorney).
6. Public hearing with discussion, consideration and possible action of an appeal filed by the owner of the property located at 8533 NE 15th Street for the notice and order to abate Tall Grass & Weeds. (Neighborhood Services - M. Stroh)
7. (PC-2218) Public hearing, discussion, consideration, and possible action on an ordinance to abandon the Planned Unit Development (“PUD”) and nullify the PUD Master Plan and rezone to the underlying Medium Density Residential District (“R-MD”) under Section 7.3.4. (A) of Appendix A of the Midwest City Municipal Code, for the property located at 2222 N. Douglas Blvd., Midwest City, Oklahoma. (Community Development- M. Summers)
8. (MP-00023) Public hearing, discussion, consideration, and possible action to consider approval of the Minor Plat of Ridgecrest Commerce Addition for the property located at 920 N. Air Depot Blvd., Midwest City., Oklahoma. (Community Development - M. Summers)

- E. NEW BUSINESS/PUBLIC DISCUSSION. “In accordance with State Statute Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Council on any subject not scheduled on the regular agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.”
- F. FURTHER INFORMATION.
1. Review of the resolution of the issues concerning Hilltop Mobile Home Park. (Community Development – M. Summers; Neighborhood Services - M. Stroh)
 2. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager for June 2025. (Human Resources - T. Bradley)
 3. Review of the June 3, 2025 Planning Commission Meeting Minutes. (Community Development - M. Summers)
 4. Monthly Residential and Commercial Building report for June 2025 Building Report (Community Development —M. Summers)
 5. Review of the City Manager's Report for the month of June 2025. (Finance - T. Cromar)
- G. ADJOURNMENT.

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

Midwest City Council Minutes

June 24, 2025

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

Mayor Matt Dukes called the meeting to order at 6:05 PM with the following members present:

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

Absent: Ward 6 Rick Favors

OPENING BUSINESS. The Invocation was given by Assistant City Manager Vaughn Sullivan. A moment of silence was had for Gene Holland. The Pledge of Allegiance was led by Mayor Dukes. City Manager Lyon made community-related announcements and comments.

CONSENT AGENDA. Eads made a motion to approve the consent agenda with the exception of pulling items 4, 5, 6, 7, 10, 13, 14, and 17, seconded by Bana. Voting aye: Eads, Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: none. Absent: Favors. Motion Carried.

1. Discussion, consideration and possible action to approve the minutes of the May 27, 2025 meeting.
2. Discussion, consideration and possible action to approve the meeting minutes of June 10, 2025.
3. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2024-2025, increase: 2018 Election GO Bonds Fund, revenues/Transfers In (06) \$1,632; expenditures/Parks & Recreation (06) \$1,632. 2018 Election GO Bonds Fund, revenues/Transfers In (06) \$9,225; expenditures/Park & Recreation (06) \$9,225. Reimbursed Projects Fund, revenues/Intergovernmental (15) \$25,000; expenditures/Neighborhood Services (15) \$25,000. General fund, revenues/Transfers In (00) \$1380. Welcome Center fund, revenues/Transfers In (00) \$21,842. Convention & Visitor Bureau fund, revenues/Transfers In (00) \$40,771. Park & Recreation fund, revenues/Transfers In (1) \$10,193. Grants/Various Fund, revenues/Intergovernmental (88) \$3017; expenditures/Transfer Out (88) \$3017. Hotel/Motel Fund, revenues/Taxes (00) \$72,806; expenditures/Transfers Out (87) \$72,806. Municipal Court, revenues/Interest Revenue (00) \$1,380; expenditures/Transfer Out (00) \$1,380. Disaster Relief, revenues/Transfers In (88) \$3,017. Street Light Fee Fund, expenditures/General Government (14) \$118,229.
8. Discussion, consideration, and possible action of renewing a property insurance policy with a \$10,000 deductible, including wind and hail for the premium rate of \$514,631 for fiscal year 2025-2026 with Oklahoma Municipal Assurance Group (OMAG).

9. Discussion, consideration, and possible action of renewing the auto liability and auto/equipment physical damage policy with Oklahoma Municipal Assurance Group (OMAG). The auto and equipment policy has a \$1,000 deductible for comprehensive and collision coverage, including auto liability at a premium rate of \$331,987 for fiscal year 2025-2026.
11. Discussion, consideration, and possible action of approving a project agreement for State Job Number 36956(04), with the Oklahoma Department of Transportation (ODOT) to receive \$6,605,006 in federal funds for a future project to resurface Air Depot Boulevard from SE 15th Street to Reno Avenue including reconstruction of the signalized intersections.
12. Discussion, consideration, and possible action of entering into an agreement for Professional Services with Garver, LLC, to provide professional services as an on-call basis for the budget year 2025-2026 and delegating City Manager ability to approve each task order up to the amount of \$100,000.
15. Discussion, consideration and possible action of appointing James Surber, PE the newly created Trades' Advisory Board.
16. Discussion, consideration, and possible action of reappointing Jacob Hussain to the Urban Renewal Authority for a three (3) year term to end July 31, 2028.
18. Discussion, consideration, and possible action to declare (1) 2016 Chevrolet Caprice and its contents as surplus and authorizing disposal by public auction, sealed bid, or other necessary means.
4. **Discussion, consideration, and possible action of purchasing an excess general liability insurance policy with Berkley Public Entity for fiscal year 2025-2026 at an annual cost of \$249,000 with a self-insured retention of \$250,000. Policy limits are \$1,000,000 per occurrence with a \$2,000,000 aggregate.**

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

5. **Discussion, consideration, and possible action of renewing an administrative service contract with Consolidated Benefits Resources to provide claims services for the City of Midwest City's workers compensation, and general liability programs for fiscal year 2025-2026 for the amount of \$42,000 per year with no changes from the current contract and the proposed contract.**

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

6. **Discussion, consideration, and possible action of renewing an excess workers compensation policy with Midwest Employers for the City of Midwest City's Workers' Compensation Self-Insurance Plan for fiscal year 2025-2026 at an annual cost of \$186,525 with a self-insured retention of \$750,000 per claim for Police and Fire, and \$500,000 for all other employees.**

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

- 7. Discussion, consideration, and possible action of renewing an excess general liability insurance policy with States Self-Insurers Risk Retention Group, Inc. for fiscal year 2025-2026 at an annual cost of \$184,241 with a self-insured retention of \$1,000,000. Policy limits are \$2,000,000 per occurrence with a \$5,000,000 aggregate.**

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

- 10. Discussion, consideration, and possible action of approving; 1) the proposed 2025-2029 Consolidated Plan and Strategy, 2) the proposed 2025 Action Plan, for the use of 2025 Community Development Block Grant (CDBG) funds; 3) authorization of the Mayor to submit the approved and/ or modified certifications to the U.S. Department of Housing and Urban Development; and 4) authorization of the Mayor and City Manager to enter into the necessary contracts/documents to implement said program.**

Thompson, T. Craft, Bana, and Eads had discussions. After discussion, Bana made a motion to approve, seconded by Maxwell. Voting aye: Eads, Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: none. Absent: Favors. Motion Carried.

- 13. Discussion, consideration and possible action of approving a contract for FY 25-26 in the amount of \$236,749 with Central Oklahoma Transportation and Parking Authority (COTPA) for the provision of EMBARK Route 15 bus service in Midwest City.**

Bana, Lyon, Byrne, Maxwell, Dukes had discussions. After discussion, Bana made a motion to approve, seconded by Maxwell. Voting aye: Eads, Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: none. Absent: Favors. Motion Carried.

- 14. Discussion, consideration, and possible action of approving Amendment No. 5 to the R.L. Shears Company, PC agreement, in the amount of \$40,300.00 to develop construction documents for a new basketball court and rehabilitate existing courts at Mid-America Park and to extend the contract term.**

Streets, Bana, Eads, and Lyon had discussions. After discussion, Bana made a motion to approve, seconded by Eads. Voting aye: Eads, Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: none. Absent: Favors. Motion Carried.

AT 6:33 PM Byrne stepped down.

- 17. Discussion, consideration and possible action of appointing Suzi Byrne to the Tree Board for a term of three (3) years.**

Eads made motion to appoint the appointment of Suzi Byrne, seconded by Bana. Voting aye: Eads, Maxwell, Thompson, Bana, and Dukes. Nay: none. Recused: Byrne. Absent: Favors. Motion Carried.

AT 6:34 PM Byrne returned to meeting.

DISCUSSION ITEMS.

1. **(PC-2213) Public hearing, discussion, consideration, and possible action on a Resolution to amend the comprehensive plan land use designation from Single-Family Detached Residential to Office / Retail; and an Ordinance to amend the zoning map from R-6 to SPUD, for the property located at 1015 & 1025 S. Post Road, Midwest City, Oklahoma.**

Summers, Eads, Byrne, and Maisch had discussions. After discussion, Eads made a motion to approve Resolution 2025-17 and Ordinance 3596 with a disallowance of the sale of animals, seconded by Byrne. Voting aye: Eads, Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: none. Absent: Favors. Motion Carried.

2. **(PC-2216) Public hearing, discussion, consideration, and possible action on an ordinance to amend the zoning map from R-6, C-1, C-3, C-4, and I-2 to PUD, for the property described as a tract of land lying in the Northeast Quarter (NE/4) of Section Fourteen (14), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County Oklahoma.**

Summers and Thompson had discussions. After discussion, Eads made a motion to approve Ordinance 3597, seconded by Bana. Voting aye: Eads, Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: none. Absent: Favors. Motion Carried.

3. **Public hearing with discussion, consideration, and possible action of passing a resolution declaring the structure(s) located at 1917 N. Saint Peter Ave. a dilapidated building(s) as defined in Midwest City Ordinance "Section" 9-3 and abatement accordingly to the Municipal Code and setting dates to demolish and remove the structure(s) from the site.**

Stroh and Bana had discussions. After discussion, Eads made a motion to approve Resolution 2025-15, seconded by Bana. Voting aye: Eads, Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: none. Absent: Favors. Motion Carried.

4. **Public hearing with discussion, consideration, and possible action of passing a resolution declaring the structure(s) located at 2005 N. Saint Mark Ave. a dilapidated building(s) as defined in Midwest City Ordinance "Section" 9-3 and abatement accordingly to the Municipal Code and setting dates to demolish and remove the structure(s) from the site.**

Stroh, Jesus Quinonez the owner, Maxwell, Eads, Bana, Summers, Thompson, and Dukes had discussions. After discussion, Eads made a motion to continue with conditions that a building permit is to be obtained by July 31, 2025, and the six-month clock starting after obtaining, otherwise item is to be brought back to Council, seconded by Maxwell. Voting aye: Eads, Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: none. Absent: Favors. Motion Carried.

5. **Public hearing with discussion, consideration, and possible action of passing a resolution declaring the structure(s) located at 2201 N. Saint Mark Ave. a dilapidated building(s) as defined in Midwest City Ordinance "Section" 9-3 and abatement accordingly to the Municipal Code and setting dates to demolish and remove the structure(s) from the site.**

Stroh, James McAlister and Linda Green of 3917 SE 14th St., Del City the owners, and Dukes had discussions. After discussion, Byrne made a motion to approve Resolution 2025-16, seconded by Eads. Voting aye: Eads, Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: none. Absent: Favors. Motion Carried.

6. Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 30, Parks and Recreation, Article III, Parks and Recreation Board; Sections: 30-29, Purpose; Section 30-30, Board created; membership; terms; compensation; 30-31, Organization and Procedures; Section 30-32, Minutes; Section 30-33, Regular meetings; Section 30-35, Duties; Section 30-36, Reserved; and providing for repealer, and severability.

Maisch addressed Council. Thompson made a motion to approve Ordinance 3595, seconded by Maxwell. Voting aye: Eads, Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: none. Absent: Favors. Motion Carried.

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

Maisch, Bana, and Byrne had discussions. After discussion, Eads made a motion to approve the amendment, seconded by Thompson. Voting aye: Eads, Byrne, Maxwell, Thompson, and Dukes. Nay: none. Abstain: Bana. Absent: Favors. Motion Carried.

8. (MP-00023) Public hearing, discussion, consideration, and possible action to consider approval of the Minor Plat of Ridgecrest Commerce Addition for the property located at 920 N. Air Depot Blvd., Midwest City., Oklahoma.

Thompson made a motion to table the item, seconded by Eads. Voting aye: Eads, Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: none. Absent: Favors. Motion Carried.

9. Discussion, consideration and possible action of rendering a determination on an appeal filed by Marcel Radcliff, Hilltop Mobile Home Park concerning notices issued in accordance with Chapter 23 and Chapter 27 of the City Ordinances of the City of Midwest City.

No Action Needed.

EXECUTIVE SESSION.

1. Discussion, consideration, and possible action of, 1) entering into executive session, as allowed under 25 O.S. § 307 (B) (2) to discuss negotiations concerning employees and representatives of employee groups; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session. Item not needed.

10. **Discussion, consideration, and possible action of adopting, the Collective Bargaining Agreement (CBA) between the City of Midwest City and the International Association of Firefighters (IAFF) Local 2066, as negotiated to be effective from July 1, 2025, through June 30, 2026. No Action Needed.**
11. **Discussion, consideration, and possible action regarding a 2.05% percent across the board increase to the base salary of City Employees not covered by a collective bargaining agreement, to be effective July 1, 2025.**

Lyon and Byrne had discussions. After discussion, Eads made a motion to approve, seconded by Byrne. Voting aye: Eads, Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: none. Absent: Favors. Motion Carried.

NEW BUSINESS/PUBLIC DISCUSSION.

Brandy and Jakayia Lougee of 9617 Lyric Ln. voiced concerns about the conditions of Midwest Manor.

Glenn Goldschlager of 1409 Evergreen Cir. spoke about the budget and fund balance.

FURTHER INFORMATION.

1. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager for May 2025.
2. Monthly Residential and Commercial Building report for May 2025 Building Report
3. Review of the May 6, 2025 Planning Commission Meeting Minutes.
4. Review of the City Manager's Report for the month of May 2025.

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 7:45 PM.

ATTEST:

MATTHEW D. DUKES II, Mayor

SUSAN MULLENDORE, Acting City Clerk



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: July 22, 2025

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2024-2025 increase: Welcome Center fund, revenues/Transfers In (00) \$1129. Convention & Visitor Bureau fund, revenues/Transfers In (00) \$2109. Park & Recreation fund, revenues/Transfers In (00) \$528. Hotel/Motel Fund, revenues/Taxes (00) \$3766; expenditures/Transfers Out (87) \$3766.

The first, second, and third supplements are needed to increase budget for Transfers In from Hotel / Motel fund, due to fiscal year 2024-2025 hotel/motel tax revenues exceeding projections. The fourth supplement is needed to increase revenue budget for Hotel / Motel Fund, due to actual revenue exceeding projections. The fifth supplement is needed to increase the Transfers Outs in the Hotel / Motel Fund, due to revenues exceeding projections.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

July 22, 2025

Fund HOTEL / MOTEL FUND (225)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	TAXES	3,766			
87	TRANSFERS OUT			3,766	
		<u>3,766</u>	<u>0</u>	<u>3,766</u>	<u>0</u>
Explanation: To increase budget for Hotel Collections to amount collected at end of fiscal year, and transfer out of revenue to Parks & Rec; CVB ; and Welcome Center, due to revenues exceeding projections for fiscal year 2024-2025.					

Fund PARK & RECREATION (123)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	TRANSFERS IN	528			
		<u>528</u>	<u>0</u>	<u>0</u>	<u>0</u>
Explanation: To increase budget for transfers in from Hotel Motel Fund due to fiscal year 2024-2025 hotel/motel tax revenues exceeding projection.					

Fund CONV / VISITORS BUREAU (046)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	TRANSFERS IN	2,109			
		<u>2,109</u>	<u>0</u>	<u>0</u>	<u>0</u>
Explanation: To increase budget for transfers in from Hotel Motel Fund due to fiscal year 2024-2025 hotel/motel tax revenues exceeding projection.					

SUPPLEMENTS

July 22, 2025

Fund MWC WELCOME CENTER (045)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	TRANSFERS IN	1,129			
		<u>1,129</u>	<u>0</u>	<u>0</u>	<u>0</u>
Explanation: To increase budget for transfers in from Hotel Motel Fund due to fiscal year 2024-2025 hotel/motel tax revenues exceeding projection.					



Finance Department
100 N. Midwest Boulevard
Midwest City, OK 73110

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: July 22, 2025

SUBJECT: Discussion, consideration and possible action of approving a resolution for the City of Midwest City, Oklahoma to release unappropriated fund balances in the amount of \$22,900,777 at the close of day June 30, 2025 to be made available for fiscal year 2025-2026; and amending the budgets for fiscal year 2025-2026 to include the released appropriations from the fiscal year 2024-2025 budgets as supplemental appropriations; and, effective July 1, 2025, renewing encumbrance commitments cancelled at the close of day June 30, 2025.

The Finance Department by policy has determined it to be in the best interest of the City and in its public welfare to expedite the availability of fund balances reserved for encumbered and unencumbered appropriations at the close of day June 30, 2025, rather than waiting until September 30, 2025. This process which is allowed by statute will provide for these amounts to be available for supplemental appropriation into fiscal year 2025-2026. It is the Finance Department's recommendation to lapse the encumbrances for fiscal year 2024-2025. The lapsed encumbrances are then to be renewed effective July 1, 2025 and funded through available fund balance.

Tiatia Cromar

Tiatia Cromar
Finance Director

Attachment: Proposed Resolution

**MIDWEST CITY, OKLAHOMA
RESOLUTION NO. 2025-_____**

A RESOLUTION APPROVING FOR THE CITY OF MIDWEST CITY, OKLAHOMA TO RELEASE UNAPPROPRIATED FUND BALANCES AT THE CLOSE OF DAY JUNE 30, 2025 TO BE MADE AVAILABLE FOR FISCAL YEAR 2025-2026; AND AMENDING THE BUDGETS FOR FISCAL YEAR 2025-2026 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2024-2025 BUDGETS AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2025, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2025.

WHEREAS, the City of Midwest City (the City) has adopted the provisions of the Oklahoma Municipal Budget Act (the Act), 11 O.S., Sections 17-201 through 17-216; and

WHEREAS, the City is also subject to the provisions of Oklahoma State Statutes, 62 O.S., Sections 310.4 and 310.5, providing for treatment of unencumbered appropriations remaining at the close of each fiscal year; and

WHEREAS, 62 O.S., Section 310.4 provides that all unencumbered balances of appropriations remaining at the close of day June 30 each year may remain as a credit for that fiscal year up to the close of September 30, next, provided that no new indebtedness may be incurred after June 30 chargeable to such remaining appropriation of the immediately preceding fiscal year; and

WHEREAS, it is the City's intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2025 as payable from FY 2024-2025 appropriations, renew those same commitments effective July 1, 2025, and provide supplemental appropriations necessary for those renewed commitments to be charged against appropriations for the FY 2025-2026 fiscal year; and

WHEREAS, the City Council of the City of Midwest City has determined it in the best interests of the City and in its public welfare to expedite the availability of fund balances reserved for encumbered and unencumbered appropriations at the close of day June 30, 2025, rather than waiting until September 30, 2025, for these amounts to be available for supplemental appropriation into the current fiscal year;

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

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2025, formerly lawfully charged against and payable from FY 2024-2025 appropriations, are hereby cancelled and renewed effective July 1, 2025, to be charged against and payable from additional FY 2025-2026 fiscal year appropriations to be provided through supplemental appropriation on July 1, 2025.

SECTION 2. Any remaining unexpended appropriations within each fund at the close of day June 30, 2025, are considered lapsed, no longer a credit for that fiscal year, and are released. Those released appropriations from FY 2024-2025 shall be and are hereby deemed supplemental appropriations for the 2025-2026 fiscal year effective July 1, 2025. The FY 2025-2026 budgets are hereby amended to reflect the inclusion of those supplemental appropriations.

General Fund (010):

Departments-Divisions:

City Clerk (010-211)	\$	6
Human Resources (010-0310)	\$	5,810
City Attorney (010-0410)	\$	120
Community Development (010-0510)	\$	260,486
Park & Recreation (010-0610)	\$	7,664
Finance (010-0810)	\$	3,214
Street/Parks (010-0910)	\$	54,632
Animal Welfare (010-1010)	\$	9,530
Municipal Court (010-1210)	\$	2,819
Neighborhood Services (010-1510/30)	\$	16,218
Information Technology (010-1610)	\$	20,082
Emergency Management (010-1810)	\$	370
Swimming Pools (010-1910)	\$	21,601
Communications (010-2010)	\$	6,384
Engineering & Construction Svcs (010-2410)	\$	62,507
Senior Center (010-5500)	\$	5,065

Police Fund (020-6210): \$ 154,960

Fire Fund (040-64/10-20): \$ 41,180

Special Revenue:

General Government Sales Tax (009):

City Manager (009-0110)	\$	196,296
Human Resources (009-0310)	\$	1,000
City Attorney (009-0410)	\$	1,266
Finance (009-0810)	\$	4,706
Street Dept (009-0910)	\$	872,520
Municipal Court (009-1210)	\$	873
General Government (009-1410)	\$	2,022,130
Neighborhood Services (009-1510)	\$	33
Information Technology (009-1610)	\$	280,569
Swimming Pools (009-1910)	\$	17,758
Engineering & Const Svc (009-2410)	\$	427,387

Senior Center (009-5500)	\$	1,175,194
Street and Alley (013-0910)	\$	893,194
Technology (014-1415)	\$	122,255
Street Light Fee (015-1410)	\$	458
Reimbursed Projects (016):		
Park & Recreation (016-0610)	\$	5,205
Animal Welfare (016-1010)	\$	463
General Government (016-1410)	\$	18,000
Neighborhood Services (016-1550)	\$	2,820
Engineering & Const Svc (016-2410)	\$	53,706
Police State Seizures (030-6200)	\$	990
Police Jail (036-6230)	\$	4,745
Police Impound Fees (037-6210)	\$	5,328
MWC Welcome Center (045-7410)	\$	106,880
Convention & Visitors Bureau (046):		
Visitors Bureau (046-0710)	\$	18,782
Economic Development (046-8710)	\$	108
Emergency Operations (070-2100)	\$	329,354
Activity (115):		
Recreation (115-7810)	\$	21,319
Pavilions (115-7813)	\$	30,000
Parks and Recreation (123):		
Park & Recreation (123-0610)	\$	1,286,649
Communications (123-2010)	\$	48,744
Parks (123-2310)	\$	400,000
Community Dev Block Grant (141-39/33-99)	\$	17,184
Grants/Housing Activities (142-37/10-30)	\$	7,673
Grants (143):		
Police (143-6210)	\$	3,344
Urban Renewal (201-9310)	\$	2,320,855
Animals Best Friend (220-1000)	\$	5,995
Disaster Relief (310):		
Neighborhood Services (310-1510)	\$	49,476

Capital Project:

Police Capitalization (021-62/10-99)	\$	1,242,726
Fire Capitalization (041-64/10-99)	\$	1,648,558
Street Tax (065):		
Park & Recreation (065-0610)	\$	519,472
MWC Parks (065-2310)	\$	477,616
Streets (065-6600)	\$	75,000
Economic Dev (065-8710)	\$	73,452
Capital Improvement (157-5700)	\$	3,952,355
Downtown Redevelopment (194-9210)	\$	285,193

2018 Election G. O. Bonds (270):		
Park & Recreation (270-0610)	\$	20,165
Street Department (270-0910)	\$	3,115
General Government (270-1410)	\$	1,310,694
Fire Dept (270-6410)	\$	11,894
2022 G. O. Bonds	\$	747,943

Internal Service:

Public Works Administration (075-3010)	\$	295,914
Fleet Maintenance (080-2510)	\$	708,996
Risk Management (202-29/10-62)	\$	433
L & H Benefits (240-0310)	\$	101,344

PASSED AND APPROVED by the mayor and council of the City of Midwest City, Oklahoma, this 22th day of July, 2025.

CITY OF MIDWEST CITY, OKLAHOMA

MATT DUKES, MAYOR

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this 26th day of July, 2022.

DONALD MAISCH, City Attorney



Public Works Administration

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

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Assistant Public Works Director

cevenson@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: July 22, 2025

Subject: Discussion, consideration, and possible action of awarding the bid to and approving a contract with Wyatt Contracting, Inc., to complete the Meadowood Addition – Channel Reconstruction project and authorizing the City Manager to execute the contract.

Public Works recently sought bids for construction services associated with the Meadowood Addition – Channel Reconstruction project. The concrete channel liner that runs between backyards in this neighborhood is approximately 70 years old and is deteriorating and damaged in several locations, requiring reconstruction.

The bid opening occurred on July 1, 2025, for the above referenced project. Five (5) bids were received. One (1) bid was below the Engineer's Estimate of \$484,801.80. The lowest and best bid that met specifications was submitted by Wyatt Contracting, Inc., for a total base bid of \$451,451.00. Staff recommends award of the bid to Wyatt Contracting, Inc., in the amount of \$451,451.00. Upon approval, the parties will enter into a contract to be signed by the City Manager in accordance with the terms and conditions as specified herein.

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

Approval is at the discretion of the Council.

Respectfully,

R. Paul Streets
Public Works Director

Attachments



July 7, 2025

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

RE: **Bid Recommendation - Meadowood Addition - Channel Reconstruction**

Dear Ms. Evenson,

Bid Opening and Results:

Bids for the Meadowood Addition - Channel Reconstruction project were received and opened on July 1, 2025, at 2:00 p.m. A total of four (4) bids were submitted. The base bid results (from lowest to highest) are as follows:

1. Wyatt Contracting	\$451,451.00
2. Luckinbill, Inc.	\$677,562.20
3. Rudy Construction Co.	\$765,296.00
4. Haskell Lemon Construction Co.	\$1,217,483.21

Wyatt Contracting's bid of \$451,451.00 is the lowest submitted. For reference, the engineer's estimate for this project was approximately \$484,801.80. Bid tab shows minor discrepancies in Rudy, Haskell Lemon, and Luckinbill calculations but they do not ultimately affect the recommended low bidder.

Bid Evaluation:

We have reviewed all bids for completeness and compliance with the bidding requirements. Each bidder provided the required bid security and affidavits. It is noted that Addendum No. 1 (which introduced a minor optional alternate item) was acknowledged by all bidders except Wyatt Contracting. After consultation with the City Attorney, this omission by Wyatt Contracting has been deemed non-material to the project's scope and does not require disqualification of their bid.

Recommendation:

Based on the bid prices and our evaluation, Wyatt Contracting is the lowest bidder for this project. Their base bid of \$451,451.00 is responsive to the project specifications and represents the best value to the city. Wyatt Contracting's qualifications and references provided in the bid documents are satisfactory. We recommend that the construction contract for the Meadowood Addition - Channel Reconstruction be awarded to Wyatt Contracting in the amount of \$451,451.00.

For your reference, a detailed bid tabulation is attached. Please review the bid results and let us know if you agree with this recommendation or if any additional information is required. We are available to discuss any questions you may have regarding the bids or our evaluation.

Thank you for your consideration of this recommendation.

Attachment:
- Bid Tabulation Summary (PDF)

Sincerely,

PARKHILL

Ryan Swain, PE
Project Engineer

BID TABULATION

MEADOWOOD ADDITION - CHANNEL RECONSTRUCTION

BID OPENING: JULY 1, 2025 @ 2:00 PM

ITEM		DESCRIPTION	QTY	UNIT	ENGINEER'S ESTIMATE (PARKHILL)		RUDY		WYATT		HASKELL LEMON		LUCKINBILL	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1. LUMP SUM ITEMS														
1		Mobilization	1	LS	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$43,909.50	\$43,909.50	\$87,035.00	\$87,035.00	\$40,000.00	\$40,000.00
2		Construction Staking Level II	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$2,500.00	\$2,500.00	\$28,160.00	\$28,160.00	\$10,000.00	\$10,000.00
3		Clearing and Grubbing	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$8,500.00	\$8,500.00	\$74,790.00	\$74,790.00	\$30,000.00	\$30,000.00
4		Construction Traffic Control	1	LS	\$7,500.00	\$7,500.00	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	\$14,740.00	\$14,740.00	\$2,500.00	\$2,500.00
5		Dewatering	1	LS	\$7,500.00	\$7,500.00	\$50,000.00	\$50,000.00	\$6,595.00	\$6,595.00	\$51,685.00	\$51,685.00	\$15,000.00	\$15,000.00
2. CONCRETE & REINFORCEMENT														
6		Class A Concrete (Channel Lining - Bottom Section)	92.43	CY	\$610.00	\$56,382.30	\$1,300.00	\$120,159.00	\$700.00	\$64,701.00	\$2,368.00	\$218,874.24	\$840.00	\$77,641.20
7		Class A Concrete (Channel Lining - Sideslopes/Tops)	173.91	CY	\$610.00	\$106,085.10	\$1,300.00	\$226,083.00	\$700.00	\$121,737.00	\$2,085.00	\$362,602.35	\$1,100.00	\$191,301.00
8		Reinforcing Steel	22600	LB	\$2.25	\$50,850.00	\$3.00	\$67,800.00	\$1.50	\$33,900.00	\$2.95	\$66,670.00	\$3.00	\$67,800.00
3. EARTHWORK & BACKFILL														
9		Unclassified Excavation	110	CY	\$25.00	\$2,750.00	\$65.00	\$7,150.00	\$50.00	\$5,500.00	\$149.00	\$16,390.00	\$45.00	\$4,950.00
10		Aggregate Base Type A (Storm Pipe Backfill)	2	CY	\$125.00	\$250.00	\$150.00	\$300.00	\$70.00	\$140.00	\$563.50	\$1,127.00	\$135.00	\$270.00
4. DRAINAGE / STORM PIPE														
11		18" R.C. Pipe Class III	8	LF	\$135.00	\$1,080.00	\$250.00	\$2,000.00	\$50.00	\$400.00	\$496.00	\$3,968.00	\$300.00	\$2,400.00
12		Storm Pipe End Section (Channel Connection to Sideslope)	2	EA	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$500.00	\$1,000.00	\$4,297.00	\$8,594.00	\$3,500.00	\$7,000.00
5. EROSION & SEDIMENT CONTROL														
13		Temporary Silt Dike	240	LF	\$17.92	\$4,300.80	\$15.00	\$3,600.00	\$20.00	\$4,800.00	\$35.30	\$8,472.00	\$18.00	\$4,320.00
14		Inlet Protection	80	LF	\$25.00	\$2,000.00	\$20.00	\$1,600.00	\$2.00	\$160.00	\$122.00	\$9,760.00	\$10.00	\$800.00
15		Stabilized Construction Entrance	2	EA	\$5,000.00	\$10,000.00	\$3,000.00	\$6,000.00	\$3,500.00	\$7,000.00	\$19,505.00	\$19,505.00	\$3,000.00	\$6,000.00
16		Solid Slab Sodding	700	SY	\$8.45	\$5,915.00	\$10.00	\$7,000.00	\$18.75	\$13,125.00	\$44.90	\$31,430.00	\$10.00	\$7,000.00
6. FENCING														
17		Fence - CLF 5' High (w/ Steel Posts)	496	LF	\$55.00	\$27,280.00	\$75.00	\$37,200.00	\$30.00	\$14,880.00	\$27.50	\$13,640.00	\$40.00	\$19,840.00
18		Fence - CLF 6' High (w/ Steel Posts)	36	LF	\$60.00	\$2,160.00	\$85.00	\$3,060.00	\$55.00	\$1,980.00	\$137.50	\$4,950.00	\$60.00	\$2,160.00
19		6' Wood Stockade Fence (w/ Steel Posts)	783	LF	\$50.00	\$39,150.00	\$55.00	\$43,065.00	\$40.00	\$31,320.00	\$34.10	\$26,700.30	\$45.00	\$35,235.00
20		Class A Concrete (Fence Post Base Extension, Per Detail)	4.88	CY	\$610.00	\$2,976.80	\$8,000.00	\$3,904.00	\$700.00	\$3,416.00	\$3,089.00	\$15,074.32	\$1,500.00	\$7,320.00
7. HANDRAIL														
21		Handrail (Per Detail)	24	LF	\$250.00	\$6,000.00	\$150.00	\$3,600.00	\$200.00	\$4,800.00	\$395.50	\$9,492.00	\$160.00	\$3,840.00
8. DEMOLITION / REMOVALS														
22		Sawing Pavement	305	LF	\$6.96	\$2,122.80	\$10.00	\$3,050.00	\$10.00	\$3,050.00	\$22.00	\$6,710.00	\$10.00	\$3,050.00
23		Removing Trees 12-24 IN Ø	11	EA	\$3,500.00	\$38,500.00	\$2,500.00	\$27,500.00	\$1,200.00	\$13,200.00	\$2,145.00	\$23,595.00	\$2,500.00	\$27,500.00
24		Removing Trees 25 IN & Over Ø	1	EA	\$5,239.00	\$5,239.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$4,290.00	\$4,290.00	\$5,000.00	\$5,000.00
25		Removal of Fence	1315	LF	\$4.00	\$5,260.00	\$15.00	\$19,725.00	\$10.00	\$13,150.00	\$6.60	\$8,679.00	\$10.00	\$13,150.00
26		Removal of Concrete Pavement	1250	SY	\$22.00	\$27,500.00	\$30.00	\$37,500.00	\$31.75	\$39,687.50	\$60.40	\$75,500.00	\$25.00	\$31,250.00
27		Removal of Cast in Place Headwall (N. Meadowood Ln)	1	EA	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$4,500.00	\$4,500.00	\$5,545.00	\$5,545.00	\$5,000.00	\$5,000.00
TOTAL BASE BID (SUBMITTED)					\$484,801.80		\$765,296.00		\$451,451.00		\$1,217,483.21		\$677,562.20	
TOTAL BASE BID (CALCULATED)					\$484,801.80		\$765,296.00		\$451,451.00		\$1,197,978.21		\$620,327.20	
ADD ALT 1 ADD/ (DEDUCT)					N/A		\$0.00		N/A		(\$15,074.32)		\$0.00	

Notes:

Rudy - Item #20 appears to have a unit cost typo according to calculation for line item and total base bid.

Wyatt - No Add Alt 01 amount included

Haskell Lemon - Item #15 appears to have a line item total typo since it appears corrected it during calculation of Total Base Bid (Submitted).

Luckinbill - Total Base Bid (submitted) not equal to Total Base Bid (Calculated)

CONSTRUCTION SERVICES AGREEMENT
between
WYATT CONTRACTING, INC.
And
THE CITY OF MIDWEST CITY

THIS CONSTRUCTION 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**”), and Wyatt Contracting, Inc., (hereinafter referred to as “**Service Provider**”) (**City** and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, the **City** is in need of the following construction services to include furnishing all materials, equipment, and tools; performing all necessary labor; and completing the construction of facilities, including all work appurtenant thereto, for the Meadowood Addition - Channel Reconstruction project; and

WHEREAS, **Service Provider** is in the business of providing construction services that is needed by the **City**; and

WHEREAS, the **City** and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **City** the requested construction services; and

WHEREAS, **City** hereby retains **Service Provider** to provide construction services as an independent contractor; and

WHEREAS, **Service Provider** agrees to provide the **City** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **City** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in the RFP and in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **City**, and **Service Provider** hereby agree as follows:

1. INDEPENDENT CONTRACTOR STATUS

Subject to the terms and conditions of this Agreement, the City retains the Service Provider as an independent contractor, to provide **City** all services, in accordance with the standards exercised by experts in the field, necessary to provide the City services, products, solutions, and deliverables (collectively referred to as “**Deliverables**”) that meet all the purposes

CONSTRUCTION SERVICES AGREEMENT
between
WYATT CONTRACTING, INC.
And
THE CITY OF MIDWEST CITY

and functionality requested or described in this Agreement. The **City** shall meet with **Service Provider** to identify service needs on a project-by-project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this Agreement. The **City** may issue a purchase order for the identified services accompanied by **Service Provider's** written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order ("Project"). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **City**, and, upon approval of the invoice, the **City** will pay the invoice. Upon completion of each Project and provision to the **City** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **City** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This Agreement governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **City**. The Attachments are incorporated into this Agreement by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this Agreement.

b) The text of this Agreement together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the **City** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement.

c) If there is a conflict in language, terms, conditions, or provisions, in this Agreement between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment "A" ("Scope of Services")

CONSTRUCTION SERVICES AGREEMENT
between
WYATT CONTRACTING, INC.
And
THE CITY OF MIDWEST CITY

- Attachment “B” (“Schedule of Fees / Rate Card”),
- Attachment “C” (“**Service Provider’s Team**”),
- Attachment “D” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “Service Provider’s Project Team”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in **Attachment “A” (“Scope of Services”)** or the Project.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **City’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the City, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services to be provided as set forth on Attachment “C” (“**Service Provider’s Team**”) without the prior written consent of the **City**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **City**.

CONSTRUCTION SERVICES AGREEMENT
between
WYATT CONTRACTING, INC.
And
THE CITY OF MIDWEST CITY

3. CONSIDERATION

A. The **City** shall pay the **Service Provider** the compensation after completion of Projects or Deliverables as specified in **Attachment “B” (“Schedule of Fees / Rate Card”)**.

B. The **City** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider’s Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **City** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

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

B. The **City** shall not withhold any social security tax, workmen’s compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider’s Team**, assigned to work on the Project for the **City** are not employees of the **City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **City**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider’s Project Team**, assigned to work on the Project for the **City** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **City** or its employees.

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WYATT CONTRACTING, INC.
And
THE CITY OF MIDWEST CITY

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect until the Project is completed and accepted, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** as provided herein.

B. The **City** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **City**.

1. Upon receipt of a notice of termination for the *convenience* from the **City**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **City** all licenses, work, products, deliverables, solutions, communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **City**, the **City** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **City**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **City** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **City** by reason of

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Service Provider's breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **City** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **City** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

C. Upon notice to **Service Provider**, the **City** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **City** issues a stop work order to **Service Provider**, the **City** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **City**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **City** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **City**, without cause and without cost to the **City**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for Convenience.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **City** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience*

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and the period set forth in the notice, and thereafter the **City** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **City**.

2. Upon termination for *convenience* of the Project and the providing to the **City** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **City** shall own all rights and license for the Deliverables and other work products related to that Project.

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **City's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **City**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **City** shall be entitled to recover, should the **City** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **City**. Should the **Service Provider** fail to reimburse the **City** within thirty (30) calendar days of demand, the **City**

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shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate* protecting the **City** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon. The insurance coverage required in this paragraph must include the **City** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **City** within five (5) days of the execution of this **Agreement**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **City** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this

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Agreement for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **City** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **City** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **City** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **City** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **City**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit,

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restrict, or inhibit the rights of the **City** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **City**, the **City** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **City's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **City**, shall disclose to any person, other than to the **City**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

10. NOTICES

A. Notices and other communications to the **City** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

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Todd Moran, President

Wyatt Contracting, Inc.

2818 S. Frontage Rd

Weatherford, OK 73096

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **City**, and all laws and regulations of the State of Oklahoma and the United States of America ("Laws"), applicable to **Service Provider's** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **City**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **City**. The **City** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **City**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **City** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments,

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alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **City** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **City**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

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C. Should the **City** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **City**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and

CONSTRUCTION SERVICES AGREEMENT
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- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **City** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **City** through a purchase order.

24. AMENDMENT

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

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

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **City** as the last party hereto.

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CONSTRUCTION SERVICES AGREEMENT
between
WYATT CONTRACTING, INC.
And
THE CITY OF MIDWEST CITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this **Agreement** on the dates set forth below.

Service Provider:

Wyatt Contracting, Inc.

By: _____

Name: Todd Moran

Title: President

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

CONSTRUCTION SERVICES AGREEMENT
between
WYATT CONTRACTING, INC.
And
THE CITY OF MIDWEST CITY

APPROVED by the Council and **SIGNED** by the Mayor for the City of Midwest City this
_____ day of _____, 2025.

CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

Attachment A - Excerpt from Bid Specifications

Bid Specifications

MEADOWOOD ADDITION – CHANNEL RECONSTRUCTION

The Midwest City Municipal Authority (Authority) is currently soliciting bids from interested parties for all necessary services to complete a channel reconstruction project. Work will take place northwest of E Reno Ave and N. Air Depot Blvd in a residential neighborhood area. Refer to description of work below and to the drawing set for additional location information.

Eligibility of Bidders

Bidders must include in their bid packets a statement of bidder's qualifications describing their company's capabilities and their qualifications to perform this type of work. The Authority will evaluate all bids received and reserves the right to waive any informalities or irregularities and select the bid that best suits the needs of the Authority.

Insurance Requirements

Bidders must meet insurance requirements of not less than the following limits:

General Liability	\$5,000,000.00
Auto Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00
Workers Compensation	Statutory amounts

The Authority must be named as additional insured on all policies.

Description of Work

All necessary services to complete reconstruction of an existing 837-linear-foot concrete trapezoid channel in a residential area in Midwest City, Oklahoma. The approximately 70-year-old channel is deteriorating and will be demolished and reconstructed using reinforced concrete with similar cross section (1:1 side slopes, 3.75-foot wide side slopes, 5-foot wide bottom). Construction will utilize phased construction and bypass pumping to maintain storm water flow during reconstruction. The project includes an integrated fence system along the channel top to replace existing residential fences removed during construction, matching existing fence types and heights (stockade and chain link). Refer to the drawing set for additional location and specification information.

Attachment B - Excerpt from Bid

PAY ITEM QUANTITIES					
#	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT COST	COST
LUMP SUM ITEMS					
1	MOBILIZATION	1	LS	43,909.50	\$43,909.50
2	CONSTRUCTION STAKING LEVEL II	1	LS	2,500.00	\$2,500.00
3	CLEARING AND GRUBBING	1	LS	8,500.00	\$8,500.00
4	CONSTRUCTION TRAFFIC CONTROL	1	LS	5,000.00	\$5,000.00
5	DEWATERING	1	LS	6,595.00	\$6,595.00
CONCRETE & REINFORCEMENT					
6	CLASS A CONCRETE (CHANNEL LINING - BOTTOM SECTION)	92.43	CY	700.00	\$64,701.00
7	CLASS A CONCRETE (CHANNEL LINING - SIDESLOPES/TOPS)	173.91	CY	700.00	\$121,737.00
8	CLASS A CONCRETE (FENCE POST BASE EXTENSION, PER DETAIL)	4.88	CY	700.00	\$3,416.00
9	REINFORCING STEEL	22600	LB	1.50	\$33,900.00
EARTHWORK & BACKFILL					
10	UNCLASSIFIED EXCAVATION	110	CY	50.00	\$5,500.00
11	AGGREGATE BASE TYPE A (STORM PIPE BACKFILL)	2	CY	70.00	\$140.00
DRAINAGE / STORM PIPE					
12	18" R.C. PIPE CLASS III	8	LF	50.00	\$400.00
13	STORM PIPE END SECTION (CHANNEL CONNECTION TO SIDESLOPE)	2	EA	500.00	\$1,000.00
EROSION & SEDIMENT CONTROL					
14	TEMPORARY SILT DIKE	240	LF	20.00	\$4,800.00
15	INLET PROTECTION	80	LF	2.00	\$160.00
16	STABILIZED CONSTRUCTION ENTRANCE	2	EA	\$3,500.00	\$7,000.00
17	SOLID SLAB SODDING	700	SY	18.75	\$13,125.00
FENCING / HANDRAIL					
18	FENCE - CLF 5 HIGH (w/ STEEL POSTS)	496	LF	30.00	\$14,880.00
19	FENCE - CLF 6 HIGH (w/ STEEL POSTS)	36	LF	55.00	\$1,980.00
20	6' WOOD STOCKADE FENCE (w/ STEEL POSTS)	783	LF	40.00	\$31,320.00
21	HANDRAIL (PER DETAIL)	24	LF	200.00	\$4,800.00
DEMOLITION / REMOVALS					
22	SAWING PAVEMENT	305	LF	10.00	\$3,050.00
23	REMOVING TREES 12-24 IN Ø	11	EA	1,200.00	\$13,200.00
24	REMOVING TREES 25 IN & OVER Ø	1	EA	2,500.00	\$2,500.00
25	REMOVAL OF FENCE	1315	LF	10.00	\$13,150.00
26	REMOVAL OF CONCRETE PAVEMENT	1250	SY	31.75	\$39,687.50
27	REMOVAL OF CAST IN PLACE HEADWALL (N. MEADOWOOD LN)	1	EA	4,500.00	\$4,500.00
				TOTAL \$451,451.00	

TOTAL BID

\$ 451,451.00

Four Hundred Fifty One Thousand Four Hundred and Fifty One and 00/100 Dollars

(Total dollars written)

Attachment C - Excerpt from Bid

11821 LARKDALE DR, YUKON, OK 73099

PHONE 405-334-2827

E-MAIL TODD@WYATTCONTRACTING.NET

TODD MORAN

EMPLOYMENT

2013-2014 HGL Construction Midwest City, OK

Project Engineer

- Project Engineer on Department of Defense and Municipal Projects

2014-2016 Nabholz Construction Tulsa, OK

Project Engineer, Assistant Project Manager

- Job scheduling
- Submittals
- RFIs
- Coordinating Subcontractors and Suppliers
- Overseeing jobsites and employees

Key Projects

- Bartlesville High School Expansion
- Bartlesville Central Middle School Renovation

2016 to 2022 Duit Construction Edmond, OK

Project Manager

- Job scheduling
- Submittals
- RFIs
- Job Cost Control
- Invoicing
- Coordinating Subcontractors and Suppliers
- Overseeing jobsites and employees
- Assist in Estimating and Bidding

Key Projects

- I-40 and I-35 Pavement Rehabilitation
- JKT Turnpike Expansion – I-40 to SH 152
- US69/75 Calera

2022-Present Wyatt Contracting, Inc. Weatherford, OK
Vice-President

- Equipment purchasing, rentals, and maintenance.
- Managing Equipment Needs
- Material Procurement
- Contract Administration
- Permitting
- Estimating and Project Bidding
- Project Management
- Advertisement of Business / Solicitation for Work
- Overseeing Crews - Schedule and Productivity
- Project Scheduling

EDUCATION

2009-2013 University of Oklahoma Norman, OK
Construction Science

KEY PROJECTS MANAGED

- I-40 and I-35 Pavement Rehabilitation Oklahoma County - \$12 million
- John Kilpatrick Turnpike Extension Canadian County - \$171 million
- US 69/75 Reconstruction Bryan County - \$250 million
- Hwy 18 Reconstruction Pawnee County - \$1.7 million
- I-40 Bridge Rehabilitation Caddo County - \$1.6 million
- Hwy 18 Widen and Resurface Payne County - \$2.7 million
- Oklahoma City Pedestrian Improvements (sidewalks) - \$8.8 million
- Cherokee Nation Mud Valley Road Bridge Construction - \$2.1 million
- WRWA Runway 13-31 RCB Construction - \$2.2 million.

WILLIE BROWN III

7603 STONE VALLEY CIRCLE EDMOND OK 73034

405-465-3905 • willie@wyattcontracting.net •

Wyatt Contracting

Executive Project Manager

March 2024 – Current

Weatherford, Ok

- Estimating / project operations
- Oversee field operations
- Manage budget
- Manage construction sites/ ensuring projects are completed on time and within budget

Future Inc.

Harrah, OK

Vice President of Operations

April 2022 – March 2024

- Oversaw all field operations
- Created and maintained project schedules
- Collaborated with developers and engineers to plan and execute commercial and residential projects

2022 - Legacy Hills Housing Community/ Two Schools and 18 Hole Golf Course in North Dallas Suburbs \$17.5 million

2022 - AnaCapri - Anna Texas Lagoon Development Residential Community \$8.5 million

2022 - Sutton Fields – Celina Texas Residential Development \$5.5 million

2022 - Wade's RV Glenpool OK \$1.3 million

2022 - Bel Air Village - Sherman Texas Residential Development \$7.8 million

2022 - Lincoln Pointe – Van Alstyne Texas Residential Development \$3.5 million

2022 - 2023 LakePointe - Lavon Texas Residential Development \$3.1 million

2023-2024 Deer Creek Elementary School – \$2.9 million

Duit Construction

Edmond, OK

2003-2006 Operator/Working Forman

2006-2010 Foreman

2010-2013 Superintendent

2013-2015 Quality Control Director

2015-2022 Project Manager

- Managed skill set crews
- Managed concrete crew, operated concrete batch plants
- Managed earthwork crews, oversaw multiple projects
- Oversaw quality control for concrete, soils, ride smoothness measurements
- Oversaw field operations
- Managed budget
- Managed 35 ACPA award winning projects that were completed on time and within budget
- Motivate and provide guidance and support so teams can complete task successfully
- Full knowledge of employee's, materials and machines
- Working knowledge of Trimble and Topcon GPS system
- Trained new employees to learn new skills/systems, apply best practices and comply with protocols and safety regulations
- Knowledgeable about the scientific aspects of concrete, asphalt, and dirt

Certifications

OKLAHOMA DEPARTMENT of TRANSPORTION

Aggregates, Asphalt Materials, Concrete Materials, Soil Mechanics, Profilograph Operator, Materials Sampling & Testing, Earthwork Construction Inspection, PC Pavement Construction Inspection, ATSSA Traffic Control,

- ACI concrete level 1 & 2
- OSHA 30 - hour
- OSHA safety certificate
- CPR & First Aid

Project Managed

2010-2012 – I-40 Crosstown OKC \$90 million

2013 – I-35 Garvin County Pauls Valley \$45 million

US 69 Concrete Overlay Kiowa OK \$4.1 million

2014 – I-40 Seminole OK \$32 million

Will Rogers World Airport Taxiway G \$4.7 million

2015 – 178th Between May & Penn ODOT Widen \$4.5 million

K7 Blast Pad Tinker Air Force Base \$3.5 million

Will Rogers World Airport Perimeter Road \$7.8 million

Will Rogers World Airport Rental Car Facility \$22.8

2016 - HE Bailey Turnpike Newcastle \$18.3 million

Voca Road Caney OK \$5.5 million

HE Bailey Turnpike Chickasha Toll Plaza \$17.8 million

2017 – Will Rogers World Airport Taxiway H \$8.5 million

Will Rogers World Airport SkyWest \$4.5 million

EW County Road Dover OK \$5.5 million

2018 – John Kilpatrick Turnpike Extension \$171 million

2019-2022 – US 69/75 Calera OK \$250 million

C-Watts Construction

Oklahoma City, OK

Machine Operator

1999 – 2003

- Operated roller, articulated truck, water truck, scraper, excavator, dozer, front end loader, backhoe loader, telehandlers, skid steer loader, motor grader

Education

- Putnam City Original 1999

Oklahoma City, OK

Sheri K. Janis

10078 N 2396 Rd
Weatherford, OK 73096
Cell (580) 471-1754
skjanis@outlook.com

EDUCATIONAL BACKGROUND:

2009 to 2011 OKLAHOMA STATE UNIVERSITY – OKC
Surveying Core Technical Certificate

1992 to 1994 TEXAS TECH UNIVERSITY
Lubbock, Texas
Bachelor of Business Administration
Major: Accounting
Graduated August 1994

1991 to 1992 SOUTHWESTERN OKLAHOMA STATE UNIVERSITY
Weatherford, Oklahoma

1990 CAMERON UNIVERSITY
Lawton, Oklahoma

PROFESSIONAL LICENSE:

Professional Land Surveyor, LS 1808 - 12/5/2012

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Weatherford, OK 73096
Cell (580) 471-1754
skjanis@outlook.com

EMPLOYMENT EXPERIENCE:

WYATT CONTRACTING, INC.

PROJECT COORDINATOR/SURVEYOR

June 2022 - Present

Prepare, review and update project documentation. Assist with estimating and project bidding. Monitor progress and quantities of projects. Review plans and prepare data for project staking. Coordinate project layout with project superintendents.

FIELDPOINT SURVEYING, LLC

OWNER – February 2019 – Present

Responsible for all aspects of land surveying company including scheduling, determining scope and estimates of projects, communicating with clients, managing employees and all office accounting. Responsible for maintaining required permits, license and insurance.

Performed Construction Staking for Caswell Construction, Frontier Bridge, Inc., Eldridge Fencing, Sewell Bros., Klaver Construction, Co., L5 Construction, SGS, LLC. Joe D. Hall, MA+ Architecture, Igo, Inc., K&R Builders and Wyatt Contracting.

FOX, DRECHSLER & BRICKLEY, INC.

Professional Engineers & Land Surveyors

PROJECT MANAGER/LAND SURVEYOR – December 2012 – January 2019

Prepare, sign and issue surveys and field notes. Research for boundary surveys. Review and prepare data for construction staking. Perform topographic surveys and assist engineer with design. Prepare quotes and contracts for surveys and projects. Monitor progress and billing of design contracts. Monitor schedules and financial status of projects.

PROJECT MANAGER/SURVEYOR INTERN – July 2008 – December 2012

Compile and verify preexisting data, deeds, maps and legal descriptions for surveys. Perform fieldwork for boundary surveys and construction staking. Estimate fees, determine scopes of work, prepare proposals and contracts.

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Weatherford, OK 73096
Cell (580) 471-1754
skjanis@outlook.com

CITY OF ALTUS –

PLAN ADMINISTRATOR/GRANTS COORDINATOR

July 2005 – June 2008

Plan Administrator/Grants Coordinator is a professional classification with responsibility for the administration of the adopted Comprehensive Plan, including the prioritization, planning and policies and procedures, to ensure coordinated and efficient effort to meet the goals and objectives established by the City Council. Assist with the reviews of subdivision plats for recommendation to the Altus City Planning Commission and City Council. Participated extensively in the review a modification of the City's new Unified Development Code (UDC) adopted in May 2007. Administer the Dilapidated Building Program and Abandoned Vehicle Program. Plan, direct and coordinate the activities related to research, identifying grant funding, writing and submitting federal, state, local and private grant/loan applications and contracts. Ensure compliance with applicable federal, state and local laws and rules, regulations and requirements of grant funding and grant monitoring agencies. Coordinate and supervise the auditing, monitoring and scheduling of grant reports for various grants including monthly and close out reports. Develop and monitor grant budget information; review revenues, expenditures and project status to ensure proper expenditures are made for grant awards. Participate in preparation of the annual City budget by forecasting revenues relative to grants.

PLANNING TECHNICIAN

January 2003 – June 2005

Handle questions, complaints and concerns from the public regarding building and code enforcement issues. Issue building, electrical, mechanical, and plumbing permits. Compile information for municipal grants and the U.S. Census Bureau. Complete purchase requisitions and maintain departmental operating budget.

SOUTHWEST OKLAHOMA JUVENILE CENTER –

HUMAN RESOURCE MANAGEMENT SPECIALIST

August 2000 – January 2003

Ensured the hiring process was complete by creating job announcements, requesting Certificate of Eligibles, requesting background checks, scheduling interviews, preparing notification letters and interview documents, notifying applicants of job selection and conducting new employee orientation to include Insurance, Time and Leave Issues,

Sheri K. Janis

10078 N 2396 Rd
Weatherford, OK 73096
Cell (580) 471-1754
skjanis@outlook.com

Benefits, Rights & Responsibilities of Employees and Rules of Conduct. Processed payroll for 4 departments. Served on interview panels for various positions. Interpreted OJA and SWOJC policies and procedures, Merit Rules and state personnel laws and advised employees and prospective employees of the policies and procedures. Prepared, processed and reviewed personnel transactions concerning vacant positions, transfers, promotions, demotions and terminations. Monitored and processed Performance Management Process evaluations. Responsible for all Workmans' Compensation transactions. Compiled data and prepared reports for Position Control Report, Vacancy Report and monthly reports. Prepared lesson plans and conducted training as needed. Maintained confidential personnel records.

SOUTHWEST OKLAHOMA JUVENILE CENTER - SECRETARY

March 2000 – August 2000

Created a database for 400+ American Correctional Association (ACA) Standards, maintained filing system for ACA Standards, performed audits of ACA standard files, typed and distributed new and revised facility procedures, recorded and typed meeting minutes, kept daily calendar for supervisor, maintained correspondence files and performed duties as Hearing Control Officer for 2 months.

TILLMAN COUNTY COMMISSIONERS - SECRETARY

November 1994 - March 2000

Responsible for managing the office of the Tillman County Commissioners which included the following: preparing and paying purchase orders; managing the county highway worker's compensation insurance claims; maintaining time records for all county employees; preparing quarterly employee leave reports and overtime reports; preparing grant applications and completing reporting requirements on awarded grants, maintaining the inventory records of the county highway equipment; recording and producing of board meeting minutes; handling routine correspondence for commissioners; coordinating the county bidding process, including preparation of bid specifications, publications and notices to vendors regarding results; maintaining the highway equipment lease agreements; coordinating the Community Service Sentencing Program; and supervising an Assistant Secretary. In 1995 Tillman County Commissioners received FEMA aid and Federal assistance through the Oklahoma Department of Transportation for road and bridge damage sustained from heavy flooding. I was the authorized representative for Tillman County to maintain financial records for the funds received. I was responsible for all financial and completion records for approximately 200 projects with a total value over \$2 million.

JAY MOORE

Weatherford , OK 73096 | 5807724591 | jaym@wyattcontracting.net

Summary

Experienced safety professional competent in developing and promoting safety-first company cultures. Familiar with building and managing action plans, maintaining compliance with standards like OSHA, FMCSA, Workers Comp and optimizing program operations. Dedicated to crafting straight-forward and successful safety programs.

Skills

- OSHA Compliance
- Construction safety
- Fall protection
- Site Visits
- Effective Communication
- Multitasking
- Professionalism
- Time management abilities
- Adaptability and Flexibility
- Manual handling
- Safety Training
- Vehicle safety
- Incident Investigation
- Scaffold safety

Experience

Safety Director/DOT Compliance Officer Wyatt Contracting

02/2021 to Current
Weatherford, OK

- Conducted safety audits of facilities and equipment to ensure compliance with OSHA regulations.
- Developed and implemented safety policies, procedures, and programs for the organization.
- Trained personnel in proper safety practices and conducted safety orientations for new employees.
- Investigated accidents and incidents to determine root causes and corrective actions needed.
- Conducted site inspections and audits, recording findings and recommending corrective actions on final reports.
- Advised management on regulatory requirements pertaining to occupational safety and health matters.
- Ensure compliance with federal and state DOT/FMCSA requirements.
- Focus on risk management and asset protection in order to reduce claims, maintain a serviceable fleet, and prevent losses.
- Assist and liaise with insurance companies on all policies and claims.

Firefighter/EMT/Fire Marshal Weatherford Fire Department

01/2000 to 02/2021
Weatherford, OK

- Assisted in responding to emergency calls, assessing situations, and providing necessary medical aid.
- Conducted regular safety inspections of buildings to identify any potential hazards.
- Provided educational presentations regarding fire prevention techniques to local schools and businesses.
- Investigated the causes of fires to determine origin and cause.
- Communicated effectively with crew members while performing tasks under stressful conditions.
- Attended trainings to maintain wealth of knowledge in firefighting techniques and suppression methods, enabling quick decision making during actual emergencies.
- Reviewed building plans and enforced fire and building codes.
- Wrote grants and maintained the Fire Code of Ordinances for the City of Weatherford.
- Served as Shift Commander from 2008-2017.
- Served as the fire marshal from 2017-2021.

Manual Machinist Self-employed

05/1987 to 04/2020
Weatherford, OK

- Operated manual milling, lathe, and grinding machines to fabricate parts according to blueprints or drawings.
- Designed and constructed prototype machines for customers.
- Worked for the manufacturing and Oil and Gas industries.
- As the owner operator, I became well versed in all aspects of running a business. From acquiring equipment and facilities to dealing with accounts payable, billing, payroll, taxes, and insurance to name a few.
- I decided to close the business when my father became ill and I could not run the business while serving as the full time fire marshal for the City of Weatherford.

Soldier**08/1988 to 09/2008****United States Army Reserve****Lawton, OK**

- Primary military specialty was Infantry, but was cross trained in Artillery and Administrative Specialist.
- I worked most of my military career as a Drill Sergeant. I was also assigned to the 95th Division Drill Sergeant School where I served as a Drill Sergeant Leader and spent 3 years as the Chief Instructor.
- I was deployed to Afghanistan to develop curriculum and start a Drill Sergeant School for the Afghan National Army. While there, I also assisted in creating a Sergeants Course for the Afghan Army.
- I served 2 years as the 1st Brigade Headquarters First Sergeant, then was promoted into the Brigade Operations Sergeants Major position. I was serving in this position when I retired.
- While in the Army, I attended numerous technical and leadership schools. Including: Drill Sergeant School, Air Assault Course, Master Fitness Course, Basic NCO Course, Advanced NCO Course, First Sergeants Course, and the Sergeants Major Academy.
- Some of my awards for merit and achievement include: 8 Army Achievement Medals, 3 Meritorious Achievement Medals, The Bronze Star Medal, and The Legion of Merit.

Education and Training**Bachelor of Science: Business Administration And Management****05/1998**

Southwestern Oklahoma State University

Weatherford, OK

Accomplishments

- Executive Board member of the Fire Marshals Association of Oklahoma 2017-2019
- President of the Fire Marshals Association of Oklahoma 2020
- Member and Chairman on the Board of Adjustments for the City of Weatherford 2021-2024
- Chairman of Planning and Zoning Board for the City of Weatherford February 2024-Present
- Member of the Educational Committee for Oklahoma State University Fire Service Training 2017-2021

Certifications

- OSHA 30 Construction, Safety Source
- Scaffolding Train the Trainer Course, The Scaffold Training Institute
- Inspector I and II, Oklahoma State University
- Instructor I and II, Oklahoma State University

AMANDA MITCHELL

AGCLAYBURN@YAHOO.COM • 1522 MOCKINGBIRD LANE WEATHERFORD, OK • 580-819-3001

INFORMATION

I have been the Office Manager for multiple companies whose ownership was shared, for the past 14 years. In this time, I have entered payroll for approx. 200+ employees, handled human resources issues, entered accounts payables and receivables, reconciled bank accounts. Managed all company related insurance policies. As well as been involved in most of the company's important decision making.

EXPERIENCE

Wyatt Contracting

Aug. 2015 - Current

Sioux Erosion Control

Aug. 2010 - Current

Madison Turf Farms

April 2019 - Present

Position: Office Manager:

Responsible for managing all office personnel. HR responsibilities, including conducting new hire interviews, disciplinary actions and terminations.

Responsible for training personnel in the use of our software, as well as understanding our GL codes used in AP and AR. Managed all companies' accounts payable, accounts receivable. I reviewed contracts, reconciled bank accounts, reviewed profit and loss reports, assisted with quarterly WIP charts, created journal entries and entered all payroll for 200+ employees, weekly. I also submitted payroll taxes, 941's and OTC payments weekly, as well as filing payroll taxes quarterly. Submitted certified payroll to ODOT, TXDOT and handled various AIA forms (applications for payment), depending on the contract's requirements. Managed and paid all payroll taxes, reconciled all insurance, including workers comp, general liability, auto and equip policies, and group health, dental and vision policies. As well as handling the monthly, quarterly, and end of year audits for each policy. I was the lead point of contact when we set up new software and was responsible for complete transfer of software systems for multiple companies, including importing, exporting and data entry.

Mutual of Omaha

Position: Customer Service Representative

July 2003 – Feb. 2005

I was a dedicated member of the customer service team. I answered calls from members, and providers advising of members benefits, providing help with explanation of benefits as well as helping members understanding deductibles, coinsurance, and out of pocket information.

EDUCATION

High Plains Technology Center

Area of Study : Office Technology and Management

SKILLS & ABILITIES

- o Detailed-Oriented
- o Strong Technical Skills
- o Excellent Research Skills
- o Time Management Skills
- o Team Leadership Qualities
- o Well-Organized and Driven



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114	CONTACT NAME: Michelle Lunski	
	PHONE (A/C, No, Ext): (405) 418-8611	FAX (A/C, No):
	E-MAIL ADDRESS: mlunski@rcins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : BITCO GENERAL INS CORP	20095
INSURED Wyatt Contracting Inc PO Box 917 Weatherford, OK 73096	INSURER B : GREAT AMERICAN INS CO	16691
	INSURER C : COMPSOURCE MUTUAL INS CO	36188
	INSURER D : Columbia Casualty Company	31127
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CLP3749417	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CAP3749416	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	TUUF25027400	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Prod-Comp Ops \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	03344420251	1/16/2025	1/16/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			CLP3749417	10/1/2024	10/1/2025	
D	Prof & Poll Liab.			7094620511	10/1/2024	10/1/2025	Occurrence/Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

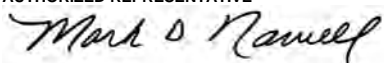
REF: Meadowood Channel Reconstruction Project, Oklahoma County

As required by written contract, subject to policy terms and exclusions, the Certificate Holder is included as an Additional Insured as respects General Liability, Auto Liability and Excess Liability. As required by written contract, subject to policy terms and exclusions, Waiver of Subrogation applies in favor of the Certificate Holder as respects General Liability, Auto Liability, Excess Liability, and Workers Compensation.

City of Midwest City is the owner.

CERTIFICATE HOLDER

CANCELLATION

City of Midwest City 100 N. Midwest Blvd Midwest City, OK 73110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Finance Department
100 N. Midwest Boulevard
Midwest City, OK 73110
www.midwestcityok.org

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: July 22, 2025

SUBJECT: Discussion, consideration and possible action regarding a resolution to renew the Projects Agreement required by the Tax Apportionment Refunding Bonds, Taxable Series 2018 for FY 2025-2026.

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

Attached is a resolution to renew the agreement for fiscal year 2025-2026.

Tiatia Cromar
Finance Director

RESOLUTION NO. 2025-_____

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

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

WHEREAS, it is necessary that this Agreement be renewed, ratified and affirmed for the fiscal year of the City dated July 1, 2025 through June 30, 2026.

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

SECTION 1. The Projects Agreement dated May 24, 2018, each between the City and the Authority, are hereby renewed, ratified and affirmed by the governing body of the City of Midwest City, Oklahoma, for the fiscal year ending June 30, 2026.

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

ATTEST:

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk

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

DONALD MAISCH, City Attorney



City Managers Office
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1205

TO: Honorable Mayor and Council

FROM: Ryan Rushing, Director of Operations

DATE: July 22, 2025

SUBJECT: Discussion, consideration and possible action of approving an amendment of Public Safety Answering Point Agreement with SSM Health-St. Anthony Hospital- Midwest to continue to provide dispatching services for SSM Health-St. Anthony Hospital-Midwest Ambulance Service from July 1, 2025 through June 30, 2026 for \$420,774.00 per year. (Emergency Management - R. Rushing)

This agreement is for the Public Safety Answering Point (PSAP) services between SSM Health-St. Anthony Hospital-Midwest (Hospital) and the City of Midwest City, Oklahoma (City). This longstanding and successful partnership aims to maintain the City's Emergency 911 answering service as the primary response and dispatch center for the Hospital's Ambulance Service. Originally established many years ago, the agreement has fostered effective collaboration and enhanced emergency response services to the community.

Set to renew on July 1, 2025, the agreement extends until June 30, 2026, with options for further renewal upon mutual agreement. The City assumes responsibility for staffing and managing the PSAP 24/7, while the Hospital manages the Ambulance Service personnel. Both parties may also enter Mutual Aid agreements to augment their services, which do not affect the primary terms of this agreement.

Financial commitments include the Hospital's annual contribution of \$420,774, which reflects an increase of \$100,000 from FY 2024 2025, payable in monthly installments. This increase is intended to help offset the costs associated with implementing ProQA by Priority Dispatch, an emergency dispatch decision support software. The enhanced contribution reflects a shared commitment to strengthening emergency services for the residents of Midwest City.

**FIRST AMENDMENT TO PUBLIC SAFETY ANSWERING POINT AGREEMENT
BETWEEN SSM HEALTH – ST. ANTHONY HOSPITAL - MIDWEST
AND
CITY OF MIDWEST CITY**

Pursuant to Paragraph six (6) of the Agreement between SSM Health – St. Anthony Hospital - Midwest and the City of Midwest City, the Agreement is hereby renewed for another year commencing on July 1, 2025 and ending on June 30, 2026.

Pursuant to Paragraph thirteen (13) of the Agreement, paragraph five (5) of the Agreement is hereby amended as follows:

5. Consideration. The Hospital agrees, in addition of the provision of ambulance services within Midwest City, to fund the PSAP in the annual amount of \$420,774.00. This amount shall be divided into monthly payments as follows: twelve (12) payments of \$35,064.50. Each payment shall be due on the fifteenth (15th) of each month following the receipt of the preceding month's PSAP services. The Hospital's payment obligation shall be prorated accordingly if this agreement terminates prior to the expiration of this renewal term. If the City incurs any additional expenses in the operation of the PSAP / Dispatch Center pertaining to ambulance service, the City will forward any invoice to the Hospital and the parties may negotiate any reimbursement.

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

Stacy Coleman. President

Date: _____

For City of Midwest City:

Matt Dukes, II, Mayor

Date: _____

Sara Hancock, City Clerk

Approved as to form and legality:

Donald D. Maisch, City Attorney



Public Works Administration

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

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Assistant Public Works Director

cevenson@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: July 22, 2025

Subject: Discussion, consideration, and possible action of accepting a Grant of Permanent Drainage and Right-of-Way Easements from the Midwest City-Del City Independent School District No. 52, successor to Independent School District Number 52 across property located at 2515 South Post Road within the Southeast Quarter (SW/4) of Section 12, Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma within the municipal corporate boundaries of Midwest City.

Public Works needs to extend a water line from Spur Drive to south in order to provide water to the SE 29th Street Apartments and eliminate a dead-end water line. To do this, the water line will cross the west and south sides of the Marion C. Reed Ballpark and the west side of Carl Albert Middle School to connect to an existing water line that serves Village Oaks.

No public easements currently exist on the west side of Carl Albert Middle School. At staff's request, Mid-Del Public Schools has granted the necessary drainage and right-of-way easements to complete the water line extension.

Once the City accepts this easement, it can be filed in the land records which will enable the City of Midwest City or any of its Authorities to construct the water line extension, to provide water to the SE 29th Street Apartments, and eliminate a dead-end water line as required by the Department of Environmental Quality.

Action is at the discretion of the Council.

Respectfully,

R. Paul Streets
Public Works Director

DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Midwest-Del City Independent School District No. 52, successor to Independent School District Number 52 of Oklahoma County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the City of Midwest City, Oklahoma, hereinafter called the Grantee, a perpetual easement over, under and across the following described lots or parcels of land, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This easement is granted for the sole purpose of enabling the Grantee, its officers, agents, contractors and employees to go upon, construct, build, install drainage structures, and at all times maintain a drainage ditch upon the above-described tract of land and includes the permanent right of ingress for employees, tools and equipment of the Grantee, its officers, agents, contractors and employees.

Said Grantors hereby covenant and warrant that at the time of the delivery of these presents they are the owners in fee simple of the above-described premises and that same are free and clear of all liens and claims whatsoever.

IN WITNESS WHEREOF, the Grantors herein named have hereunto set our hand(s) and seal(s) this, the 16 day of June, 2025.



Midwest-Del City Independent School District
No. 52, successor to Independent School
District Number 52

By: [Signature]

By: _____

NOTARY ACKNOWLEDGEMENT
(REPRESENTATIVE CAPACITY)

The foregoing instrument was acknowledged before me on June 16, 2025 by

for Midwest-Del City Independent School District No. 52, successor to Independent School District Number 52

(Seal



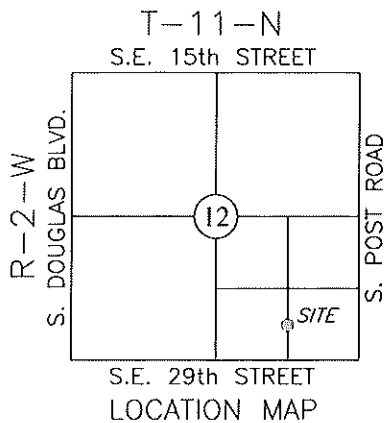
Signature of Notarial Officer

Sydni A. Boyd

Notary Public

My Commission Expires: 05/09/2026

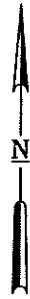




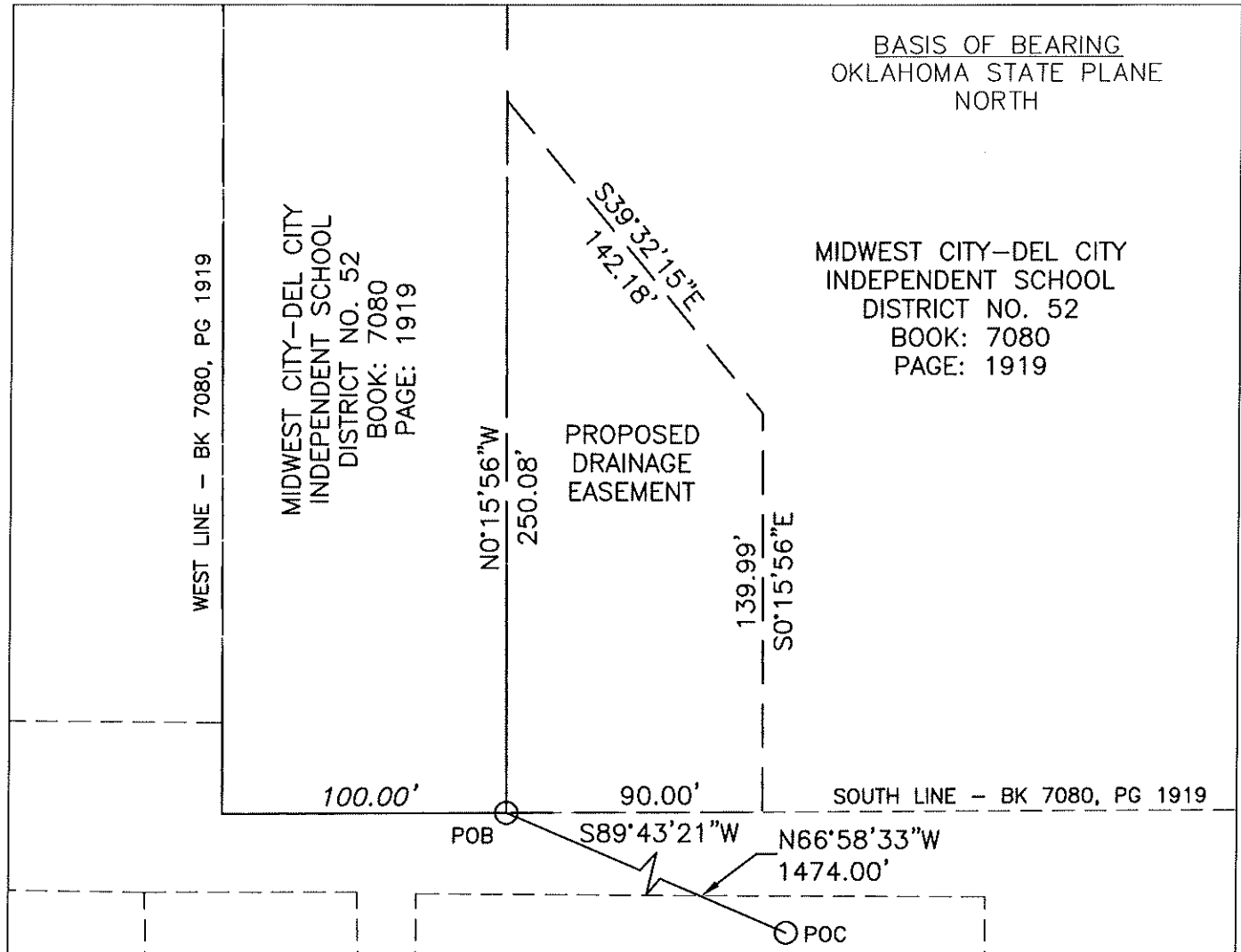
DRAINAGE EASEMENT EXHIBIT

SURVEYOR

WSB
1437 South Boulder Ave. Ste. 1550
Tulsa, Oklahoma 74119
Certificate of Authorization No. 1478
Expires June 30, 2025



SCALE: 1"=60'



LEGAL DESCRIPTION

A TRACT OF LAND IN THE SOUTHEAST QUARTER (SE/4) OF SECTION 12, T-11-N, R-2-W, IB&M, MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 12, T-11-N, R-2-W; THENCE N66°58'33"W A DISTANCE OF 1474.00 FEET TO A POINT ON THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 7080, PAGE 1919, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°15'56"W A DISTANCE OF 250.08 FEET; THENCE S39°32'15"E A DISTANCE OF 142.18 FEET; THENCE S00°15'56"E A DISTANCE OF 139.99 FEET TO A POINT ON SAID SOUTH LINE; THENCE S89°43'21"W A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING, CONTAINING 17,553 SQUARE FEET OR 0.403 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATION

RIGHT-OF-WAY EASEMENT for PUBLIC STREET

KNOW ALL MEN BY THESE PRESENTS:

That Midwest-Del City Independent School District No. 52, successor to Independent School District Number 52 of Oklahoma County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the City of Midwest City, hereinafter called the Grantee, a perpetual easement over, under and across the following described lots or parcels of land, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

For the same considerations hereinbefore recited, this easement is granted for the purpose of enabling said Grantee, its offices, agents, contractors and employees, now or at any time in perpetuity and at its discretion, to go upon, construct, build, maintain and regulate a public highway and facilities necessary and incidental thereto along with and public utilities, and including the airspace above and removal of any and all dirt, rock, gravel, sand and other road building materials, reserving and excepting unto said Grantors the mineral rights therein provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway from the remaining lands of the Grantors.

To have and to hold said above described premises unto the said City of Midwest City free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of a public highway and all highway excavations, embankments, structures, bridges, drains, sight distance of safety areas and other facilities that may now or hereafter be, in the discretion of the Grantee, necessary for the construction and maintenance of a public highway and incidental facilities and public utilities over, across or along the above described real estate; the supervision and control of said public highway to be in such municipality, county or other agency of the State of Oklahoma as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said Grantee, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public highway and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of the delivery of these presents they are the owners in fee simple of the above-described premises and that same are free and clear of all liens and claims whatsoever, except NONE.

IN WITNESS WHEREOF, the Grantor(s) herein named has/have hereunto set its hand(s) and seal(s) this, the 16th day of June, 2025

Midwest-Del City Independent School District
No. 52, successor to Independent School
District Number 52

By: R. C. C. C.

By: _____

NOTARY ACKNOWLEDGEMENT
(REPRESENTATIVE CAPACITY)

The foregoing instrument was acknowledged before me on June 16th, 2025 by

for Midwest-Del City Independent School District No. 52, successor to Independent School District Number 52

(Seal)

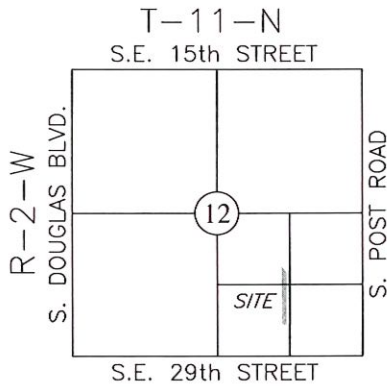


Signature of Notarial Officer

Sydni A. Boyd

Notary Public

My Commission Expires: 05/09/2026

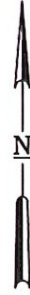


RIGHT-OF-WAY EXHIBIT PARCEL

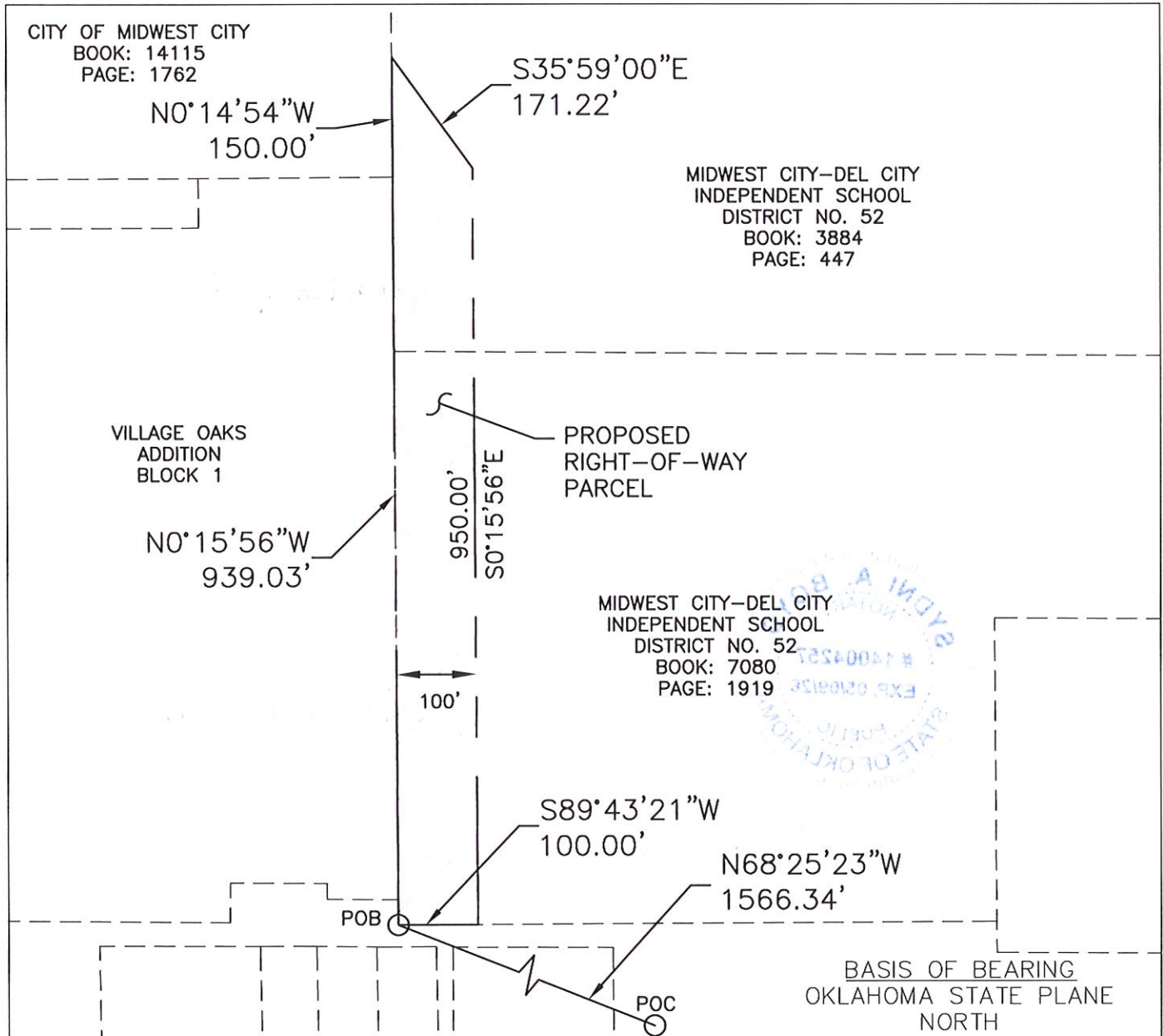
SURVEYOR

WSB

1437 South Boulder Ave. Ste. 1550
Tulsa, Oklahoma 74119
Certificate of Authorization No. 1478
Expires June 30, 2025



SCALE: 1"=200'



LEGAL DESCRIPTION

A TRACT OF LAND IN THE SOUTHEAST QUARTER (SE/4) OF SECTION 12, T-11-N, R-2-W, IB&M, MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 12, T-11-N, R-2-W; THENCE N68°25'23"W A DISTANCE OF 1566.34 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 7080, PAGE 1919, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°15'56"W ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 939.03 FEET; THENCE N00°14'54"W A DISTANCE OF 150.00 FEET; THENCE S35°59'00"E A DISTANCE OF 171.22 FEET; THENCE S00°15'56"E A DISTANCE OF 950.00 FEET TO THE SOUTH LINE OF SAID PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 7080, PAGE 1919; THENCE S89°43'21"W A DISTANCE OF 100.00 FEET TO THE



Public Works Administration

R. Paul Streets, Director

pstreets@midwestcityok.org

405-739-1061

Carrie Evenson,

Assistant Public Works Director

cevenson@midwestcityok.org

405-739-1062

8730 S.E. 15th Street,

Midwest City, Oklahoma 73110

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: July 22, 2025

Subject: Discussion, consideration, and possible action of accepting a grant of Permanent Water and Sewer Easements from Rose State College, across a parcel of land located within the corporate boundaries of Midwest City in Section 9, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma.

Rose State College is planning to expand the Health Sciences Center, which currently houses the Nursing School. To do this, they need to re-locate existing public water and sewer to the south and east of proposed addition and grant new permanent water and sewer easements.

Once the City accepts these easements, they can be filed with the land records at the Oklahoma County Court Clerk's Office.

Action is at the discretion of the Council.

Respectfully,

A handwritten signature in black ink that reads "R. Paul Streets". The signature is written in a cursive, flowing style.

R. Paul Streets
Public Works Director

Attachments

Approved by City Council _____ Date: _____

LEGAL DESCRIPTION

Rose State HSC Nursing School Water Easement

May 15, 2025

A tract of land being a part of the Southeast Quarter (SE/4) of Section Nine (9), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, and being a portion of Lot 3, Block 1 and Watts Drive as shown on the plat WATTS OFFICE PARK recorded in Book 51, Page 81, being more particularly described as follows:

Commencing at the Northeast (NE) Corner of said Lot 3, Block 1;

THENCE South 89°32'40" West, along and with the North line of said Lot 3, Block 1, a distance of 12.14 feet;

THENCE South 00°27'20" East, departing said North line, a distance of 62.21 feet to the POINT OF BEGINNING;

THENCE South 22°29'58" East, a distance of 32.52 feet;

THENCE South 25°21'33" West, a distance of 43.37 feet;

THENCE South 67°30'00" West, a distance of 73.48 feet;

THENCE North 67°30'00" West, a distance of 34.39 feet;

THENCE North 44°20'03" West, a distance of 51.67 feet;

THENCE North 45°39'57" East, a distance of 10.00 feet;

THENCE South 44°20'03" East, a distance of 49.62 feet;

THENCE South 67°30'00" East, a distance of 28.20 feet;

THENCE North 67°30'00" East, a distance of 65.19 feet;

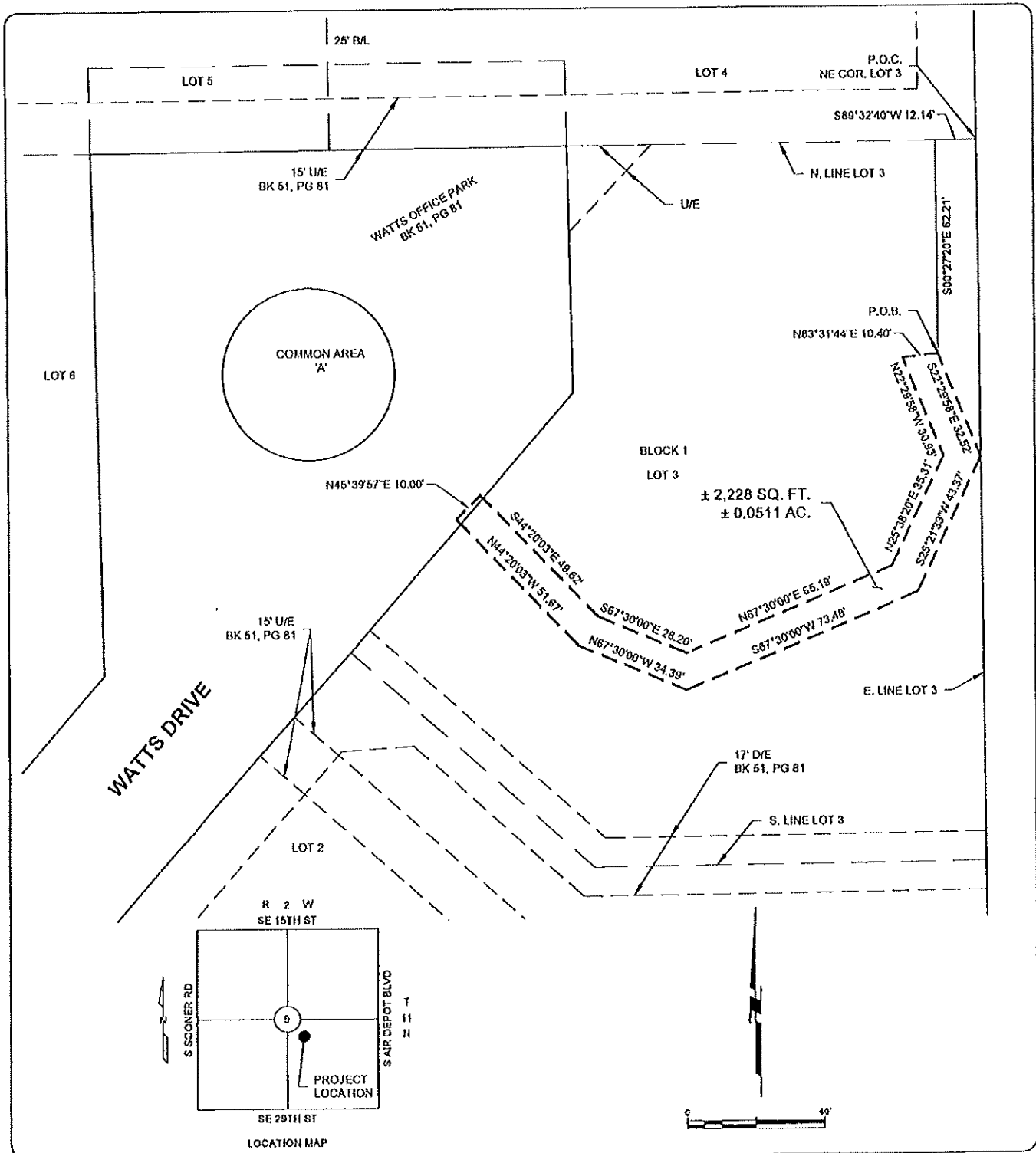
THENCE North 25°38'20" East, a distance of 35.31 feet;

THENCE North 22°29'58" West, a distance of 30.93 feet;

THENCE North 83°31'44" East, a distance of 10.40 feet to the POINT OF BEGINNING.

Containing 2,228 square feet or 0.0511 acres, more or less.

Basis of Bearing: Grid North as established by State Plane Datum (Oklahoma North NAD 83).
Bearings must be rotated clockwise 00°22'38" to match the bearings shown on the plat WATTS OFFICE PARK.



ACAD FILE: S:\C\13D\proj\5845002\5845002-exhib.dwg, 5/15/2025 2:55 PM, Jesse Patten
XREFS LOADED: 5845002.dwg

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Proj. No.: 5845002
Date: 5-15-25
Scale: 1"=40'

ROSE STATE HSC NURSING SCHOOL MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA WATER EASEMENT



Johnson & Associates
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 235-5775 FAX (405) 235-5778 www.jaok.com
Certified Professional Surveyors Exp. Date 05-30-2025
• ENGINEERS • SURVEYORS • PLANNERS •

LEGAL DESCRIPTION

Rose State HSC Nursing School Sewer Easement

May 15, 2025

A tract of land being a part of the Southeast Quarter (SE/4) of Section Nine (9), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, and being a portion of Lot 3, Block 1 and Watts Drive as shown on the plat WATTS OFFICE PARK recorded in Book 51, Page 81, being more particularly described as follows:

BEGINNING at the Northeast (NE) Corner of said Lot 3, Block 1;

THENCE South $00^{\circ}32'02''$ East, along and with the East line of said Lot 3, Block 1, a distance of 136.06 feet;

THENCE South $67^{\circ}35'44''$ West, departing said East line, a distance of 98.88 feet;

THENCE North $64^{\circ}41'07''$ West, a distance of 127.49 feet;

THENCE North $25^{\circ}18'53''$ East, a distance of 10.00 feet;

THENCE South $64^{\circ}41'07''$ East, a distance of 123.07 feet;

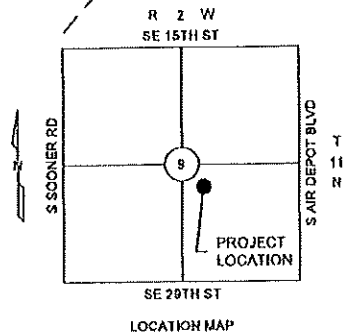
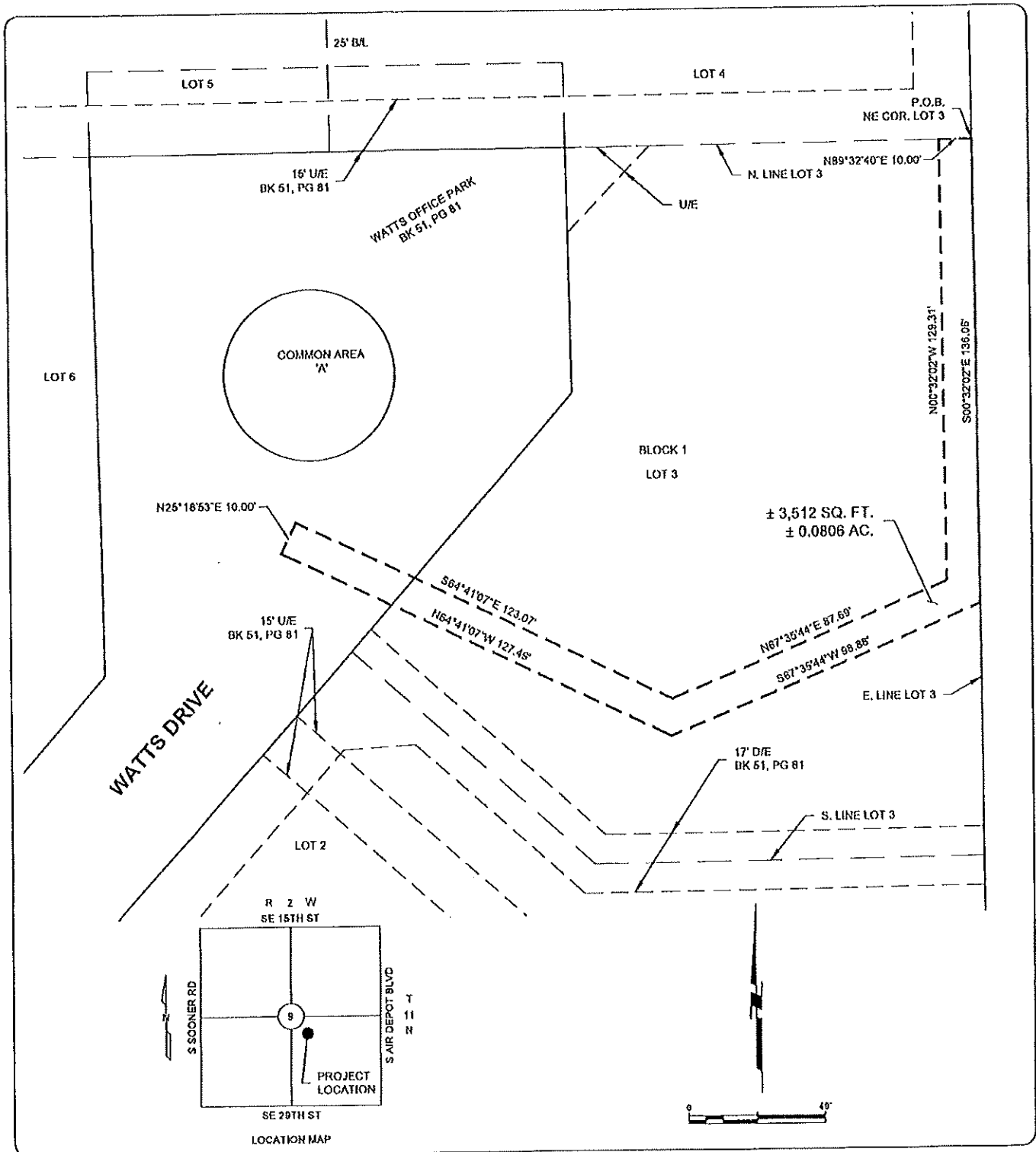
THENCE North $67^{\circ}35'44''$ East, a distance of 87.69 feet;

THENCE North $00^{\circ}32'02''$ West, a distance of 129.31 feet to a point on the North line of said Lot 3, Block 1;

THENCE North $89^{\circ}32'40''$ East, along and with said North line, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 3,512 square feet or 0.0806 acres, more or less.

Basis of Bearing: Grid North as established by State Plane Datum (Oklahoma North NAD 83). Bearings must be rotated clockwise $00^{\circ}22'38''$ to match the bearings shown on the plat WATTS OFFICE PARK.



ACAD FILE: S:\ch4 3D proj\5845002\5845002-esh\sh.dwg, 5/15/2025 2:55 PM, Jesse Patten
XREFS LOADED: 5845-b.dwg

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Proj. No.: 5845002
Date: 5-16-25
Scale: 1"=40'

ROSE STATE HSC NURSING SCHOOL
MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA
SEWER EASEMENT



Johnson & Associates
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 255-2225 FAX (405) 255-1978 www.jak.com
Certified Professional Surveyors Exp. Date 05-31-2025
• ENGINEERS • SURVEYORS • PLANNERS •



City Manager's Office
Vaughn K. Sullivan,
Assistant City Manager
vsullivan@midwestcityok.org
100 N. Midwest Blvd,
Midwest City, Oklahoma 73110
O: 405-739-1207 /Fax: 405-739-1208

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Vaughn K. Sullivan, Assistant City Manager

DATE: July 22, 2025

SUBJECT: Discussion, consideration, and possible action of approving the second amendment to the Lippert Brothers Construction, Inc., (LBI) Agreement for Preconstruction Phase Services associated with the Multi-Purpose Athletic Complex (MAC) Phase III at a cost of \$20,000.00.

On July 26th, 2023, the Council approved a multiyear construction management Guaranteed Maximum Price (GMP) contract with LBI for multiphase continued construction of the MAC. The scope of the attached amendment includes preconstruction services for phase III of the Multi-Purpose Athletic Complex (MAC) in the total amount of \$20,000.00.

Funds for the contract are budgeted and available in fund 123.

Staff recommends approval.

Vaughn K. Sullivan
Assistant City Manager

Attachment: Preconstruction services amendment

**SECOND AMENDMENT TO AGREEMENT
FOR Multi-Purpose Athletic Complex Phase III
BETWEEN Lippert Bros., Inc. (LBI)
AND
CITY OF MIDWEST CITY**

"Pursuant to Section 15.1 of the original agreement entered into between the parties in 2022, entitled: AIA Document A133 - 2019, paragraph 5.1.1 is amended as follows:"

Article 5.1.1 shall be amended to add an additional Preconstruction Phase Services Fee for the Phase 3 scope of work. The Preconstruction Phase Services Fee for Phase 3 shall be twenty thousand dollars (\$20,000.00) and will be invoiced as Design Work progresses.

The term attached hereto shall modify the original contract. All other terms and conditions contained in the original contract and the First Amendment to said contract shall remain in full force and effect.



T.M. Lippert, President
Lippert Bros., Inc.
June 26, 2025

For City of Midwest City:

Matt Dukes, II
Mayor

Sara Hancock, City Clerk

Approved as to form and legality:

Donald D. Maisch, City Attorney



City Attorney, Donald D. Maisch

100 N. Midwest Boulevard

Midwest City, OK 73110

DMaisch@midwestcityok.org

Office: 405.739.1203

www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Don Maisch
City Attorney

RE: Discussion, consideration and possible action of approving the re-appointment of Scott Young to the Traffic and Safety Commission for Ward 4. (D. Maisch – City Attorney).

Date: July 22, 2025

This request is to reappoint Scott Young as the Ward 4 representative to the Traffic and Safety Commission. Mr. Young's bio is included with this agenda item. Mr. Young would be appointed to a three year term ending on July 31, 2028.

Current members of the Traffic and Safety Commission are (yellow highlights are currently expired terms):

Mayor – Max Wilson, term ending 05/31/2028

Ward 1 – Susan Gilchrist, term ending 05/31/2028

Ward 2 – Doug Severt, term ending 05/31/2028

Ward 3 – Ed Schratwiser, term ended 10/08/2024

Ward 4 – Scott Young, term ending 07/31/2028

Ward 5 – Marcus Hayes – term ended 08/27/2024

Ward 6 – Kim Morphus – term ending 05/31/2028

Respectfully submitted,

Donald D. Maisch
City Attorney

Scott Young Bio

Born and raised in Midwest city Oklahoma. Graduated Midwest City High School in 1978. Oscar Rose Junior College 1982. University of Oklahoma 1985.

My wife and I have three adult children. All of who graduated from Midwest City High School. We have lived in the Ridgecrest neighborhood for over 30 years

Served as class president of Leadership Midwest City Class of 2000 or 2001. Also served on the Board of Directors for the Midwest city Chamber of Commerce.

Served in the Society of Nuclear Medicine as State of Oklahoma President, Southwestern Chapter Technologist Section President. And also served as National Council Delegate.

Currently employed at the Cardiovascular Health Clinic in Northwest Oklahoma City as the Director of Nuclear Cardiac imaging.

My spouse, Alicia and I, also run a nonprofit ministry called Intertwined Hearts Ministry. Which provides biblical based marriage counseling, mentoring, and spiritual direction. For members of our local, and sometimes not so local, community.

I currently serve on the Midwest City Citizens Advisory Committee. And would love to be considered for an additional term on the Midwest City Traffic and Safety Committee.



Finance Department
100 N. Midwest Boulevard
Midwest City, OK 73110
www.midwestcityok.org

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: July 22, 2025

SUBJECT: Discussion, consideration and possible action regarding a resolution to renew the Sales Tax Agreement required for Capital Improvement Refunding Revenue Bonds, Series 2019 for FY 2025-2026.

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

Attached is a resolution to renew the agreement for fiscal year 2025-2026.

Tiatia Cromar
Finance Director

RESOLUTION NO. 2025 - _____

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

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

WHEREAS, it is necessary that such Agreements be renewed, ratified and affirmed for the fiscal year of the City dated July 1, 2025 through June 30, 2026.

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

SECTION I. The Sales Tax Agreements dated April 1, 2019, each between the City and the Authority, are hereby renewed, ratified and affirmed by the governing body of the City of Midwest City, Oklahoma, for the fiscal year ending June 30, 2026.

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

ATTEST:

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk

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

DONALD MAISCH, City Attorney



Public Works Administration

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

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Assistant Public Works Director

cevenson@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: July 22, 2025

Subject: Discussion, consideration, and possible action to proceed with an ordinance, to close for public use, an Easement recorded in the Oklahoma County Clerk office and lying in the Southwest Quarter (SW/4) of Section 1, Township 11 North Range 2 West, of the Indian Meridian, Oklahoma County, Oklahoma.

The application for a new commercial development located in Kambree Square Addition, with a current address of 9205 S.E. 15th Street and a future address of 9203 S.E. 15th St, cannot proceed until the above easement is addressed. The listed instrument does not align with the proposed development's future lot layout and must be removed to maximize the use of the property. This process will have no impact on any City or Franchise utility. There are no City or Franchise utilities located in the easement. AT&T, Oklahoma Natural Gas, Oklahoma Gas & Electric, Cox Communications, and Bluepeak have also been contacted and have no objections to vacating the easement.

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 required public hearing will be the July 22, 2025, City Council meeting. At that time, with the Council's permission, the easement will be closed, and staff will proceed with filing the ordinance at the Oklahoma County Clerk's Office.

Action is at the discretion of the Council.

Respectfully,

R. Paul Streets
Public Works Director

Attachments

Patick Menefee
City Engineer
(405) 739-1215
pmenefee@midwestcityok.org

LETTER OF REQUEST

This document is to request an easement vacate at 9203 SE 15th St, MWC, OK, 73130. Attached will be the utility vacate form, please reach out with any questions. All parties involved in this matter are motivated to be cooperative and timely as we move forward with this process.

Kathleen Yang

dotloop verified
06/06/25 1:00 PM CDT
J04G-jNPA-4UVD-GTGG

Prepared by and return to:
9205 SE 15th St Development LLC
Kathleen Yang MBR
420 NW 6th St FL 2nd,
OKC, OK, 73102

**EXISTING Utility easement per plat
TERMINATION AND ELIMINATION Agreement**

Hereby referencing that certain Utility easement per plat
by and between City of Midwest City Oklahoma
and 9205 SE 15th St Development LLC Kathleen Yang MBR

Whereas, 9205 SE 15th St Development LLC Kathleen Yang MBR
is/are the owner(s) of the Grantor's property, burdened by the Utility easement per plat
More particularly described as:
SEE EXHIBIT A

Whereas, City of Midwest City Oklahoma
is/are the Grantee(s) benefiting by the Utility easement per plat
Whose address is: 9203 SE 15th, MWC, OK, 73130

Whereas, the parties hereto wish to release, terminate and extinguish the
utility easement described above.

NOW, THEREFORE, for good and valuable consideration, including but not limited to the
covenants and conditions set forth in this Agreement, the receipt and sufficiency of which are
hereby acknowledged, the parties hereby agree to as follows:

RELEASE, TERMINATE AND EXTINGUISHMENT OF Utility easement described above
The parties hereto hereby release, terminate and extinguish that certain Utility easement per plat
recorded as instrument No. 2019110411594n the Office of the
Recorder, on the 4th day of November , 2019 . It being the intention of the parties hereto
to terminate the Utility easement per plat

Whereas Grantee no longer has a need for the Utility easement per plat

Therefore, on the 6th day of June , 2025 , the above Utility easement per plat
as described herein is hereby fully terminated and eliminated by the undersigned parties.

Successors and Assigns: The terms, conditions and provisions of this Agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

ENTIRE AGREEMENT: This Agreement represents the entire agreement between the parties hereto and shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Signature
Kathleen Yang MBR

Print name
MBR

Capacity

Signature

Print name

Capacity

Signature

Print name

Capacity

Signature

Print name

Capacity

STATE OF OKLAHOMA
COUNTY OF _____

Before me, _____, in and for this state, on this ____ day
of _____, 20____, personally appeared _____,

to me known to be the identical person who executed the within and foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free and voluntary act and deed
for the uses and purposes therein set forth.

Signature: _____
Print name: _____
Title: _____
My commission expires: _____

Exhibit A

A strip, piece or parcel of land lying in the Southwest Quarter (SW/4) of Section One (1), Township Eleven (11) North, Range Two (2) West, I.M., Midwest City, Oklahoma County,

Oklahoma, and along the West side of the Kambree Square, Section 1 Plat, being more particularly described as follows:

Commencing at the Southwest Corner of Section 1, thence S 89°56'48" E along the South line

of the SW/4 of Section 1, a distance of 1,140.50;

Thence N 00°19'43" W, a distance of 50.00 feet to the POINT OF BEGINNING;

Thence continue Northerly along said line, a distance of 300.00 feet;

Thence East, a distance of 15.00 feet;

Thence S 00°19'43" E, a distance of 300.01 feet;

Thence N 89°56'50" W, a distance of 15.00 feet to the POINT OF BEGINNING.

Containing 4,500.10 square feet or 0.1033 acres, more or less of existing easement to be

vacated in this instrument.



April 11, 2025

To Whom It May Concern:

Oklahoma Gas & Electric Company ("OG&E") is the electric utility provider for 9203 SE 15th in Midwest City, Oklahoma (successor to 9205 SE 15th, Midwest City, Oklahoma).

OG&E has reviewed the request to review the platted utility easement depicted in Exhibit "A", (the "U/E") and provide confirmation as to whether it has facilities within the U/E or has a need to utilize the U/E.

OG&E can confirm that it does not have facilities within the U/E nor does OG&E have any intention, now or in the future, to use the U/E. Therefore, OG&E has no objection to the closure of the U/E by the City of Midwest City, Oklahoma.

If you have any questions, please feel free to contact me at 405-553-5432, or by email at harrismw@oge.com.

Mark W. Harrison

Johnson & Associates, LLC
Contract Sr. Land Management Coordinator
for **OG&E** Land Management Services

Phone 405-553-5432
Cell 405-818-6275
harrismw@oge.com
mharrison@jaokc.com
www.oge.com
www.jaokc.com

Kambree Square
Partial Easement Vacation
Oklahoma County
03/26/25

EXHIBIT "A"

A strip, piece or parcel of land lying in the Southwest Quarter (SW/4) of Section One (1), Township Eleven (11) North, Range Two (2) West, I.M., Midwest City, Oklahoma County, Oklahoma, and along the West side of the Kambree Square, Section 1 Plat, being more particularly described as follows:

Commencing at the Southwest Corner of Section 1, thence S 89°56'48" E along the South line of the SW/4 of Section 1, a distance of 1,140.50;

Thence N 00°19'43" W, a distance of 50.00 feet to the POINT OF BEGINNING;

Thence continue Northerly along said line, a distance of 300.00 feet;

Thence East, a distance of 15.00 feet;

Thence S 00°19'43" E, a distance of 300.01 feet;

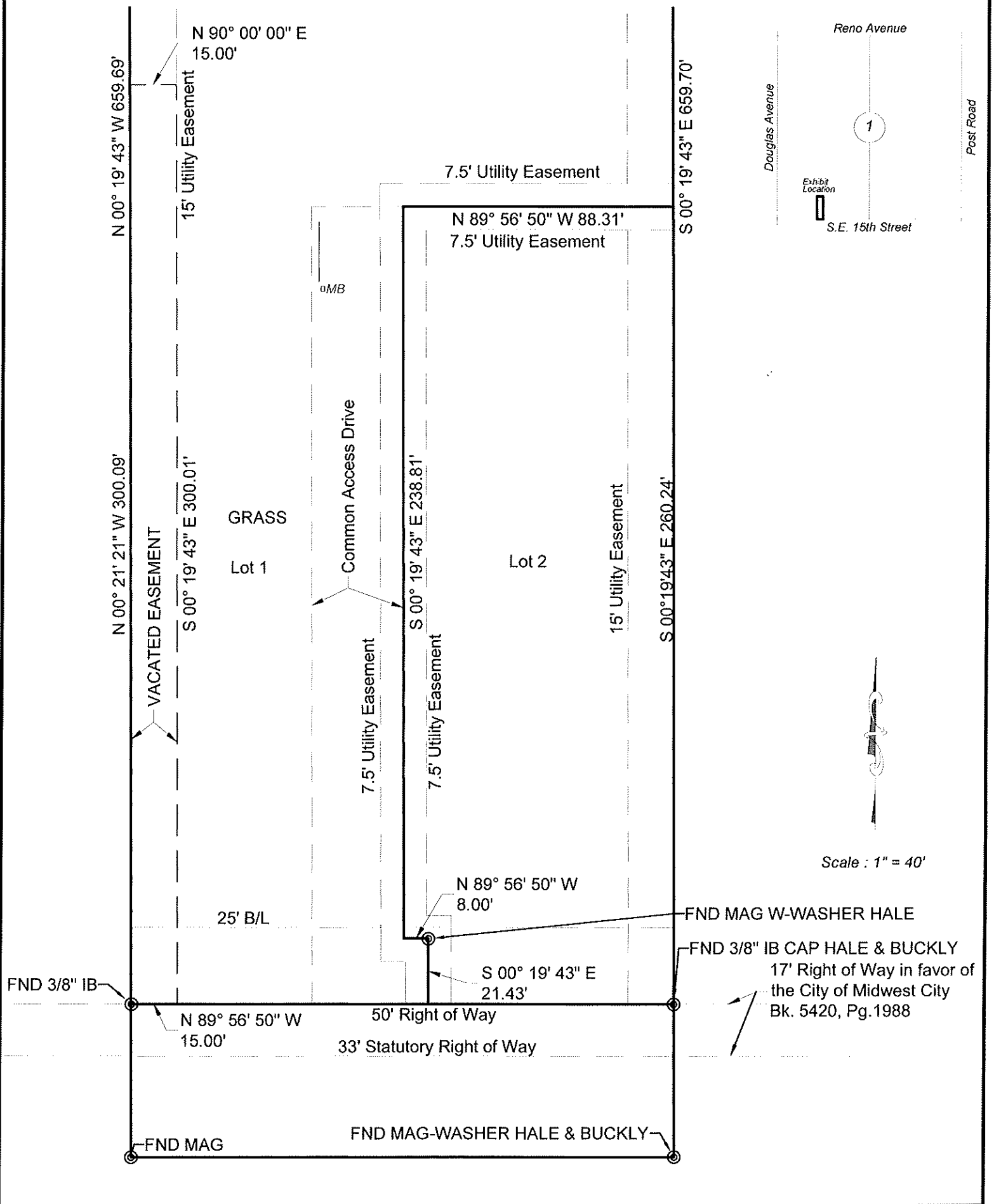
Thence N 89°56'50" W, a distance of 15.00 feet to the POINT OF BEGINNING.

Containing 4,500.10 square feet or 0.1033 acres, more or less of existing easement to be vacated in this instrument.

DAVID E.
WOODY II


David E. Woody II, PLS 1890

03/28/25
Date



On Apr 10, 2025, at 1:09 PM, Michael Davidson <davco210@gmail.com>
wrote:

Hello Drew

Chris Evans gave me your email . We are building an eye clinic in Midwest City . There is a vacant easement on the west side of the property we are needing to vacate for the building to fit . Can you help me out with a letter to vacate ONG interest in the easement on the west side of this property ? I am attaching a drawing from my engineer . I appreciate your help in this matter . Please respond with any questions you may have . Have a great day!

Mike Davidson & Company LLC

PO Box 457

Nicoma Park Ok 73066

405-831-1974

From: "Nixon, Drew" <Drew.Nixon@onegas.com>

Date: April 11, 2025 at 9:52:36 AM CDT

To: Michael Davidson <davco210@gmail.com>

Subject: RE: [External] Fwd: 9203 SE 15 th

Hi Mike, according to our ONEGAS GIS, ONG doesn't own or operate any facilities within the easement location being described. No objections from me.

Thanks, Drew

Mike Davidson & Company L.L.C.

Michael Davidson

P.O. Box 457

Nicoma Park, Ok. 73066

(405)831-1974

davco210@gmail.com

April 24,2025

To whom it may concern:

ATT Telecom is the telecom provider for 9203 SE 15th in Midwest City, Oklahoma (successor to 9205 SE 15th, Midwest City Oklahoma).

ATT Telecom has reviewed the platted utility easement depicted in Exhibit "A" (the "U/E") and provide conformation as to whether it has facilities within the U/E or has need to utilize the U/E.

ATT Telecom can confirm that it does not have facilities within the U/E nor does ATT Telecom have any intention, now or in the future, to use the U/E. Therefore, ATT Telecom has no objection to the closure of the U/E by the city of Midwest City , Oklahoma.



Trina Mefford
AT&T Engineering

Kambree Square
Partial Easement Vacation
Oklahoma County
03/26/25

EXHIBIT "A"

A strip, piece or parcel of land lying in the Southwest Quarter (SW/4) of Section One (1), Township Eleven (11) North, Range Two (2) West, I.M., Midwest City, Oklahoma County, Oklahoma, and along the West side of the Kambree Square, Section 1 Plat, being more particularly described as follows:

Commencing at the Southwest Corner of Section 1, thence S 89°56'48" E along the South line of the SW/4 of Section 1, a distance of 1,140.50;

Thence N 00°19'43" W, a distance of 50.00 feet to the POINT OF BEGINNING;

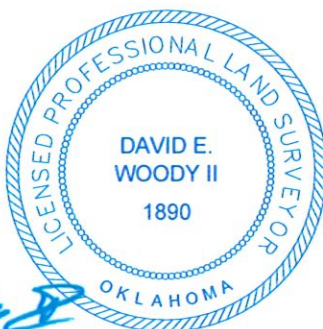
Thence continue Northerly along said line, a distance of 300.00 feet;

Thence East, a distance of 15.00 feet;

Thence S 00°19'43" E, a distance of 300.01 feet;

Thence N 89°56'50" W, a distance of 15.00 feet to the POINT OF BEGINNING.

Containing 4,500.10 square feet or 0.1033 acres, more or less of existing easement to be vacated in this instrument.



David E. Woody II

David E. Woody II, PLS 1890

03/28/25

Date

**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 July 22, 2025 at 6:00 p.m., in the City Council Chambers, located at 100 N. Midwest Blvd., to consider:

AN ORDINANCE TO VACATE PORTIONS OF AN EASEMENT LOCATED AT 9205 S.E. 15TH STREET

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 Public Works 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 at (405)739-1215, in the Midwest City Public Works Department.

Dated: July 22, 2025



R. Paul Streets
Public Works Director

ORDINANCE NO. _____

AN ORDINANCE CLOSING TO PUBLIC USE A PORTION OF A PUBLIC EASEMENT LOCATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION ONE (01), TOWNSHIP TWELVE (12) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CITY OF MIDWEST CITY, OKLAHOMA, OKLAHOMA COUNTY, OKLAHOMA.

ORDINANCE

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

Section 1. The following portion of an easement, located in the City of Midwest City, Oklahoma, shall be and the same are hereby closed to the public, to-wit:

A strip, piece or parcel of land lying in the Southwest Quarter (SW/4) of Section One (1), Township Eleven (11) North, Range Two (2) West, I.M., Midwest City, Oklahoma County, Oklahoma, and along the West side of the Kambree Square, Section 1 Plat, being more particularly described as follows:

Commencing at the Southwest Corner of Section 1, thence S 89°56'48" E along the South line of the SW/4 of Section 1, a distance of 1,140.50;
Thence N 00°19'43" W, a distance of 50.00 feet to the POINT OF BEGINNING;
Thence continue Northerly along said line, a distance of 300.00 feet;
Thence East, a distance of 15.00 feet;
Thence S 00°19'43" E, a distance of 300.01 feet;
Thence N 89°56'50" W, a distance of 15.00 feet to the POINT OF BEGINNING.
Containing 4,500.10 square feet or 0.1033 acres, more or less.

A site plan depicting the portion of easement to be closed to public use, marked as **Exhibit A**, is attached hereto and made a part hereof.

Section 2. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

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

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

ATTEST:

MATTHEW D. DUKES, III Mayor

SARA HANCOCK, City Clerk

Reviewed as to Form and Legality: _____
DON MAISCH, City Attorney



City Attorney, Donald D. Maisch

100 N. Midwest Boulevard

Midwest City, OK 73110

DMaisch@midwestcityok.org

Office: 405.739.1203

www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Don Maisch
City Attorney

RE: Discussion, consideration and possible action of appointing J.W. Speaks to the Tree Board for a term of three (3) years. (D. Maisch – City Attorney).

Date: July 22, 2025

Marc Thompson (Ward 4) would like to appoint J.W. Speaks to serve on the Tree Board. Mr. Speaks would be replacing Susan Glapion whose term expired on October 8, 2024.

Midwest City Tree Board Members

Vacant (Ward 1) Vacated Date: November 14, 2023

Suzi Byrne (Ward 2) Term Date: June 24, 2028

AJ Bailey Vice-Chair (Ward 3) Term Date: June 10, 2025

Susan Glapion (Ward 4) Term Date: October 08, 2024

Christine Price-Allen (Ward 5) Term Date November 10, 2026

Aruna Abhayagoonawardhana Chair (Ward 6) Term Date: November 10, 2026

Barbara Wilson (M) Term Date: April 27, 2027

J.W.'s Bio is included with this agenda item.

Respectfully submitted,

Donald D. Maisch, City Attorney

J.W. Speaks comes from an agricultural background and has planted hundreds of trees as natural habitat for wild animals on his property. In addition to his farming, Mr. Speaks is a retired senior executive from Globe Life Insurance and small business owner.

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Allen Stephenson, Information Technology Director

DATE: July 22, 2025

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

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

CPU

Inventory #	Manufacturer	Serial Number	Department
3091	OptiPlex 3080	BHHLZB3	
2729	Optiplex 3070	9KHQRZ2	
1067	Precision Tower T3600	BZQ6DX1	
1900	Optiplex 3020	38SQFB2	
2969	Optiplex 3073	HFVH333	
1260	Getac F110 Tablet	RF739F0919	
2595	Precision 5530	DL0VYW2	
2570	Precision 5530	8LHMWT2	
2617	IPad Pro 11	DMPXH0A3KD80	
2962	Optiplex 3070	F4D6F33	
3108	OptiPlex 3080	CPKDZC3	
3109	OptiPlex 3080	CPGCZC3	
3112	OptiPlex 3080	CPHFZC3	

MISCELLANEOUS

Quantity	Hardware Type	Serial Number	Department
3	Box of Radio Misc		
3	Box of Misc		
2	MP360 Chassis		
1	Projector Screens		
11	Broken Whelen Parts		
3	Projectors		
9	Dell Monitors		
2	APC UPS		
1	Server Rack UPS		

1	Tropos outdoor Wifi AP		
1	Box of Antenna		
1	Meraki MX64 w/rack mount	Q2KN-ECQ4-H2NH	
4	TV		
1	TV stand		
1	Mountable Desk Board		
1	Dual Monitor Mount		
1	Box of Cables		
1	16 Camera Power Supply		
45	Keyboards		
1	Leviton Lock Box		
1	Canon DR-7580		
1	Cisco ISR4332	FLM2015W0VT	
1	Dell PowerEdge R410	B9RSNS1	
2	Key Lock Box		
1	LaserJet Pro MFP 4101fdw		Jail
1	C8061X Toner		
2	Shure Microphones		
1	Shure PG4 Wireless Receiver	1LF0482105-01	
1	Epson GT-S50 Scanner		Stormwater
1	HP 2175 All-In-One		Stormwater
1	Unifi Pro 48 PoE		
1	Cisco Cable Box		
1	Latitude 5430 Rugged	HXRBD54	
1	Unifi EdgeSwitch 8		
1	Network Rack		Pool



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

Memorandum

TO: Honorable Mayor and City Council

FROM: Greg Wipfli, Chief of Police

DATE: July 22, 2025

SUBJECT: Discussion, consideration, and possible action of declaring all items listed below as surplus, authorizing disposal of this property by public auction, sealed bid or other means as necessary.

The items listed below are outdated, inoperable, out of warranty and/or the Midwest City Police Department no longer needs/uses. We are requesting these items be declared surplus and disposal be authorized either through public auction or sealed bid.

- Canon XH A1 Video Camera Recorder (utilizes magnetic tapes) SIN: 572682400423 with microphone, cables, and carrying case.
- 12 - Bicycle Impala Vehicle Mounts
- 7 - Bicycle Bag Mounts

Greg Wipfli

Greg Wipfli, Chief of Police



DISCUSSION ITEMS



To: Honorable Mayor and Council

From: Matt Summers, Community Development Director

Date: July 22, 2025

Subject: (MP-00024) Public hearing, discussion, consideration, and possible action to consider approval of the Minor Plat of MWC Scooters for the property described as a tract of land in the Northeast Quarter (NE/4) of Section Eleven (11), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

Executive Summary: The Applicant is requesting approval of their minor plat to subdivide the subject property (which currently consists of 2 lots) into four (4) lots.

The subject property is zoned PUD. Staff performed their standard review of the minor plat, and it is consistent with all applicable zoning requirements for the property and all other applicable requirements of the Subdivision Regulations.

Both state and local notification requirements were met. At the time of this writing, staff has received no phone calls or emails regarding this application.

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

The Planning Commission unanimously recommended approval of this application conditioned upon the completion of the required utility extension.

Action is at the discretion of the City Council.



Dates of Hearing:

Planning Commission- July 1, 2025

City Council- July 22, 2025

Date of Pre-Application Meeting: April 23, 2025

Council Ward: Ward 2, Pat Byrne

MP-24

Owner: J Lou Properties, LLC & Don B. Johnson and Joann Johnson Trust**Applicant:** J Lou Properties, LLC**Size:** Contains an area of 3.43 acres**Zoning Districts:**

Area of Request: PUD
 North: PUD
 South: PUD & I-2
 East: C-1, C-3, & C-4
 West: SPUD & PUD

Land Use:

Area of Request: Office / Retail
 North: Office / Retail
 South: Commercial
 East: Office / Retail
 West: Office / Retail

Municipal Code Citation:

Sec. 38-20 – Minor Plat

Sec. 38-20.1. Purpose.

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

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

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

Sec. 38-20.2. Applicability.

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

Minor plat circumstances.

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

Sec. 38-20.5. Review and approval process.

- (a) Review action and approval action—Same as final plat. The review and approval processes for a minor plat shall be the same as the review and approval processes for a final plat per section 38-19.

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

History:

1. The subject property was rezoned to PUD in May 1996 with Ordinance 2643 (PC-1287).

Next Steps:

If Council approves this rezone, the applicant will need to file the plat with all required signatures with Oklahoma County, then provide the City a copy of the filed plat (digital).

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 example. This is a minor plat application, and the construction references are provided to make the applicant and subsequent developers of this property aware of their applicability as they relate to the future development or redevelopment of this property.

Fire Marshal's Comments:

The Fire Department does not have comments on this plat.

Planning Division:

Staff communicated with the applicant April 23, 2025 for a pre-application meeting.

This minor plat proposes to subdivide the subject property from two (2) lots into four (4) lots. The subject property is currently zoned PUD.

Sec. 38-20.5. Review and approval process.

- (a) Review action and approval action—Same as final plat. The review and approval processes for a minor plat shall be the same as the review and approval processes for a final plat per section 38-19.
- (b) Minor plat review criteria. The following criteria shall be used to determine whether the application for a minor plat shall be approved, approved with conditions, or denied (staff comments in bold):
 - (1) The minor plat is consistent with all zoning requirements for the property (if applicable), and all other requirements of this Subdivision Ordinance that apply to the minor plat;
- The minor plat is consistent with all applicable zoning and subdivision requirements.

(2) All lots to be created by the minor plat already are adequately served by improved public street access and by all required city utilities and services and by alleys, if applicable;

- *The created lots will be adequately served by utilities.*

(3) The ownership, maintenance and allowed uses of all designated easements have been stated on the minor plat; and

- *The minor plate states all applicable of the above-mentioned.*

(4) The plat does not require new interior public or private roads to serve the subdivision.

- *The plat does not require new interior public or private roads to serve the subdivision.*

Staff discussed the need for extension of sanitary sewer to the proposed Lot 3 with the applicant. The applicant was agreeable to this.

Action is at the discretion of the City Council.

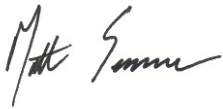
Action Required:

Approve or reject the Minor Plat of MWC Scooters for the property noted herein, subject to staff comments as found in the July 22, 2025, City Council agenda packet and made part of the MP-24 file.

Suggested Motion:

"To approve the Minor Plat of MWC Scooters for the property noted herein, subject to staff comments and conditioned upon the completion of the required utility extensions as found in the July 22, 2025, City Council agenda packet and made part of the MP-24 file."

Please feel free to contact my office at (405) 739-1228 with any questions.

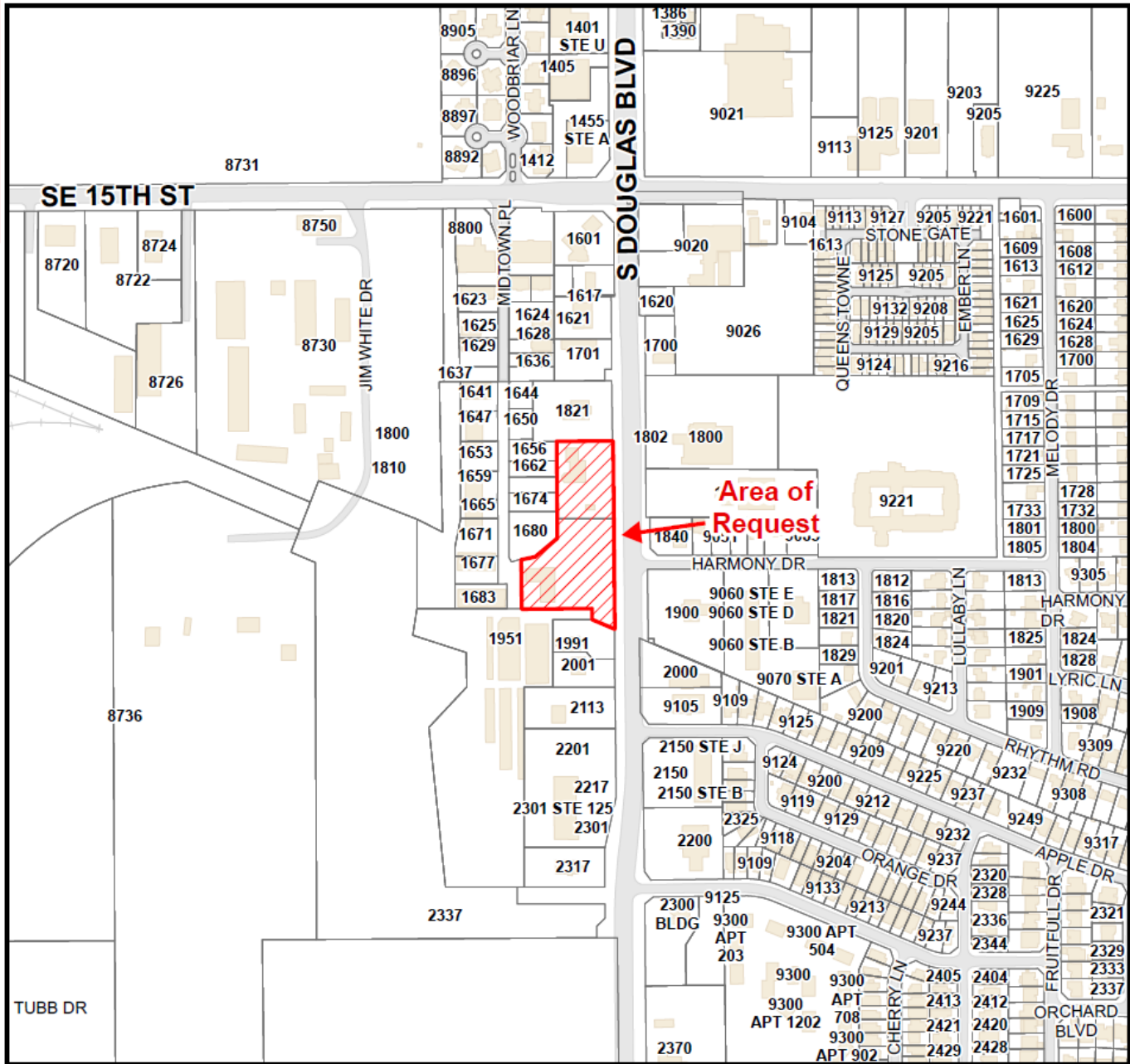
A handwritten signature in black ink, appearing to read "Matt Summers".

Matt Summers, AICP

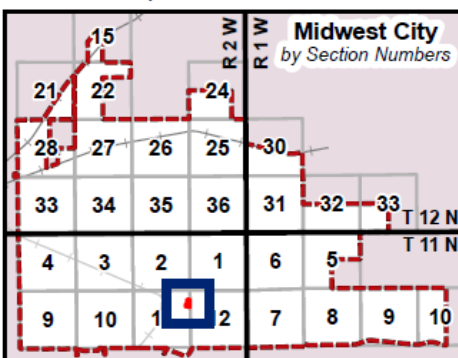
Community Development Director



GIS - Information Technology/ Planning & Zoning



Locator Map



General Map Legend

- Buildings
- Edge of Pavement
- MWC City Limits
- Railroads
 - Active
 - Inactive / Closed

GENERAL MAP FOR MP-24 (NE/4, Sec. 11, T11N, R2W)



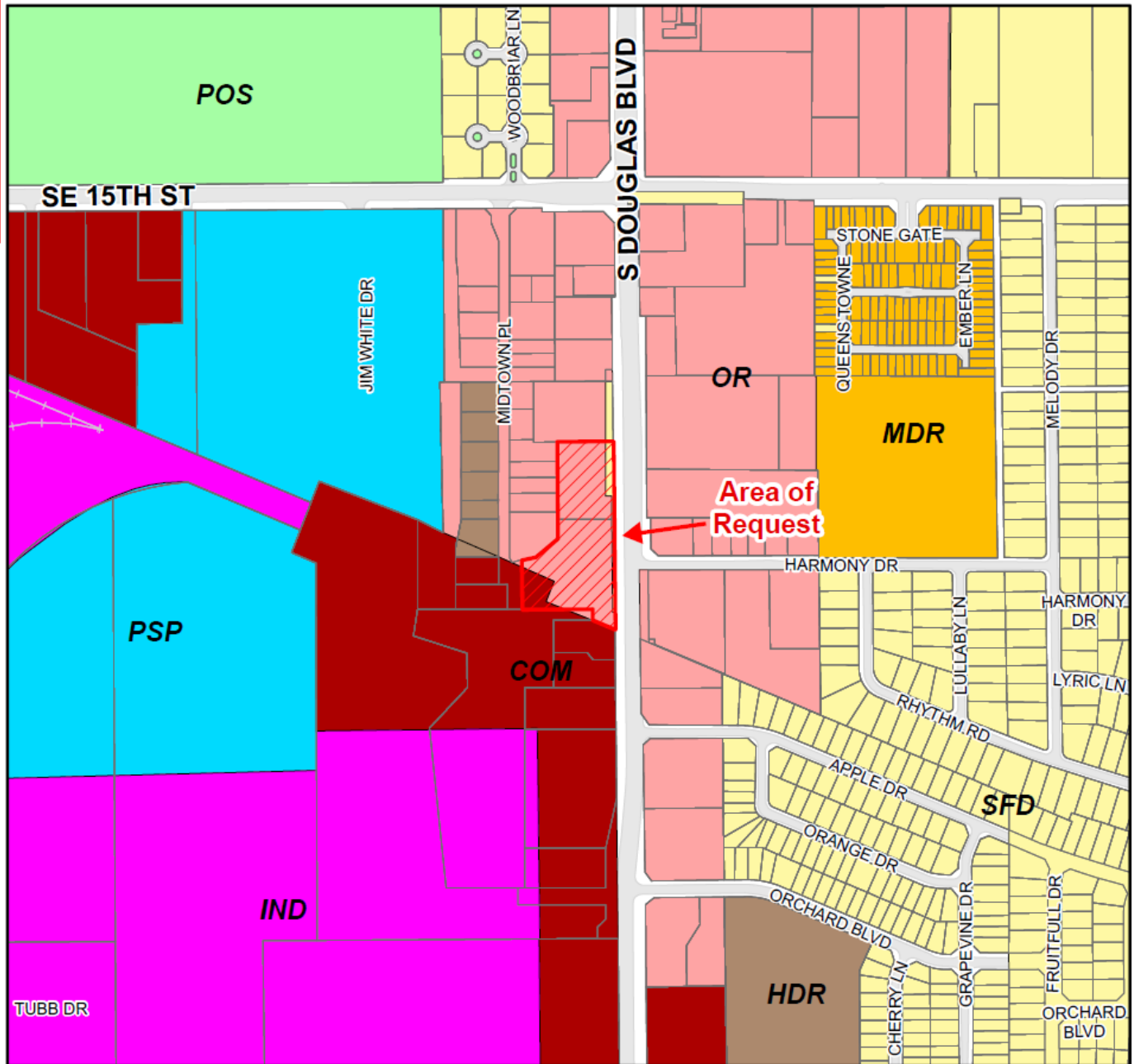
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On 8.5" x 11" paper 1 inch equals 500 feet

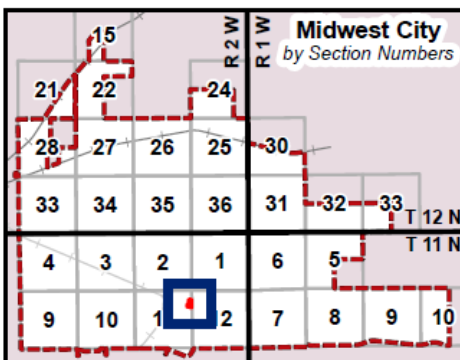
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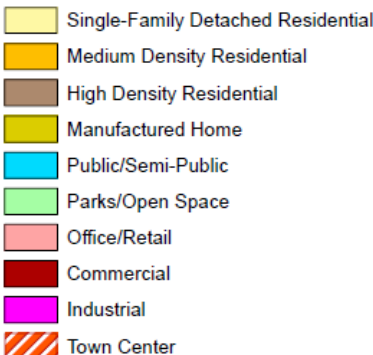
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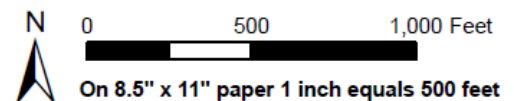
Locator Map



Future Land Use Legend



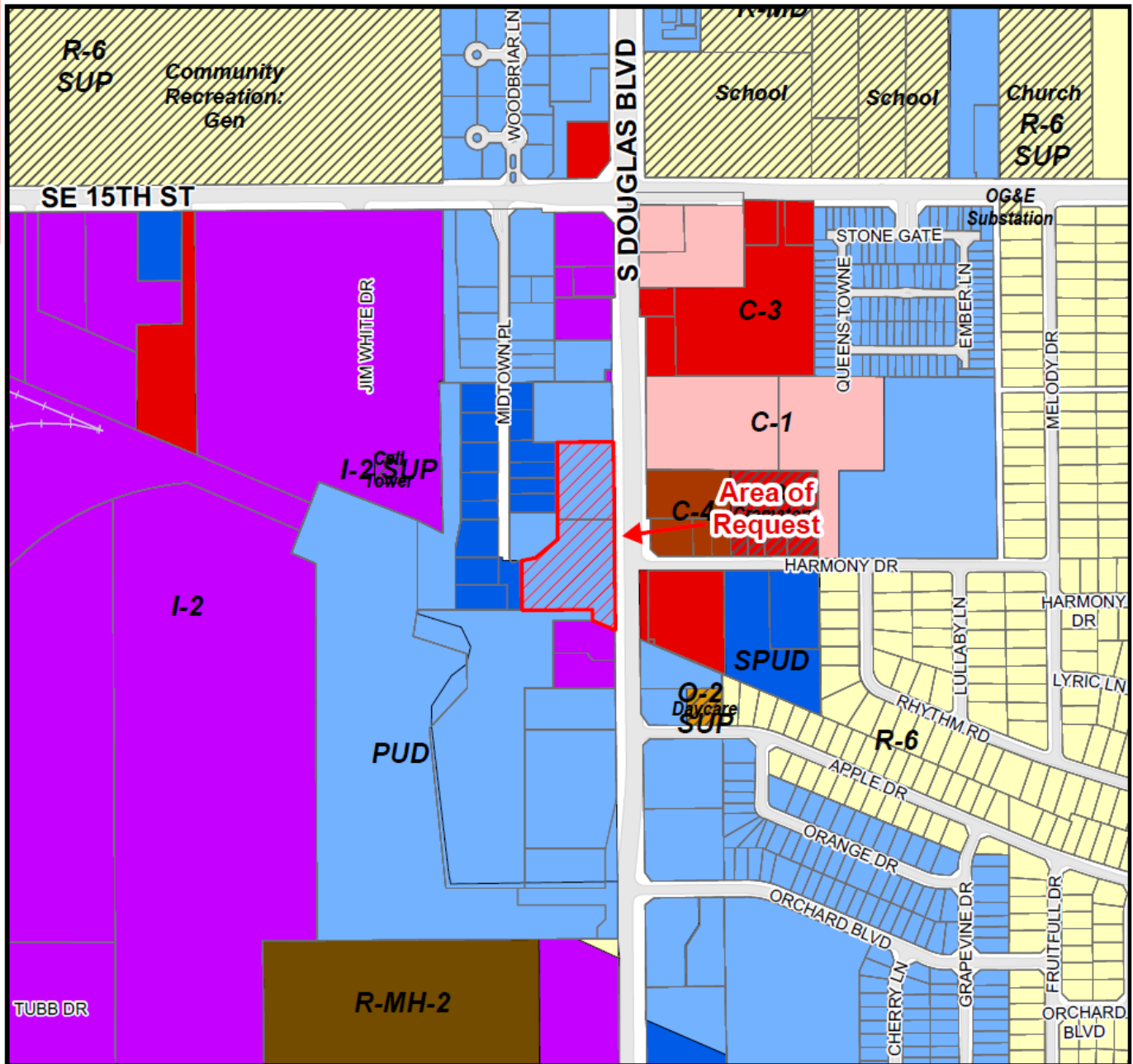
FUTURE LAND USE MAP FOR MP-24 (NE/4, Sec. 11, T11N, R2W)



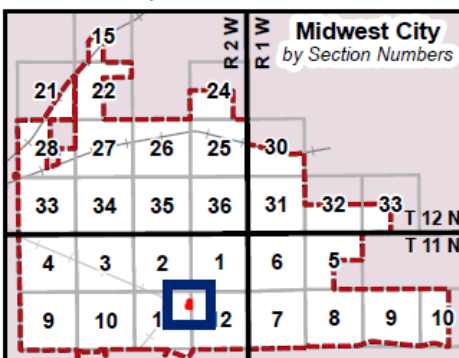
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GIS - Information Technology/ Planning & Zoning



Locator Map



Current Zoning Legend

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

ZONING MAP FOR MP-24 (NE/4, Sec. 11, T11N, R2W)



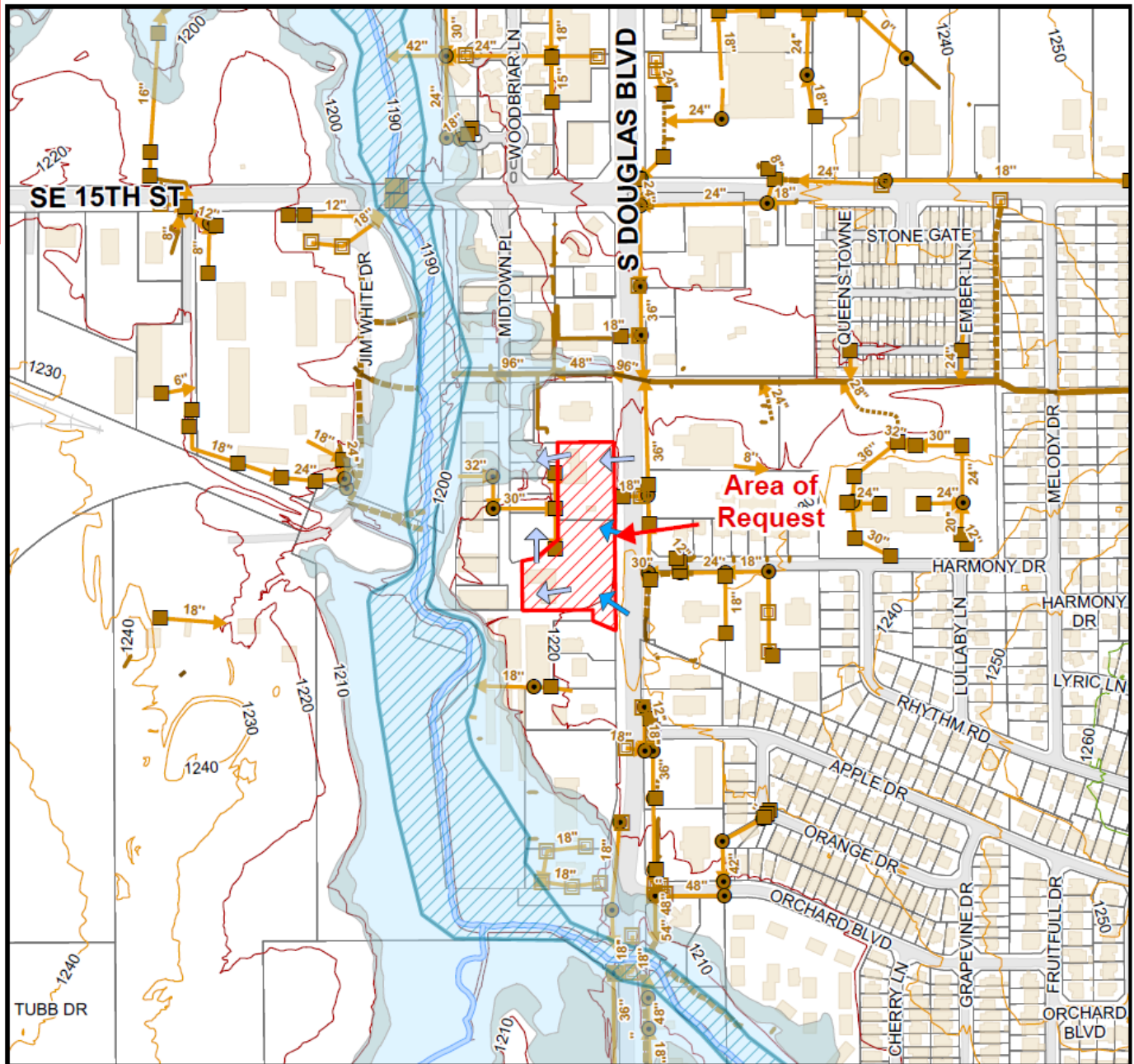
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On 8.5" x 11" paper 1 inch equals 500 feet

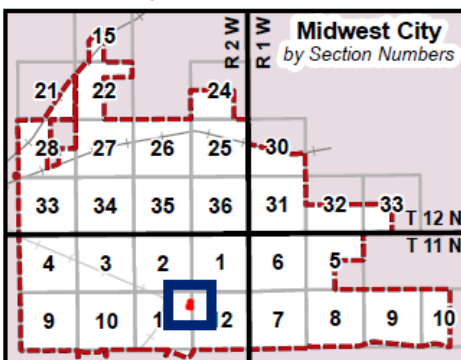
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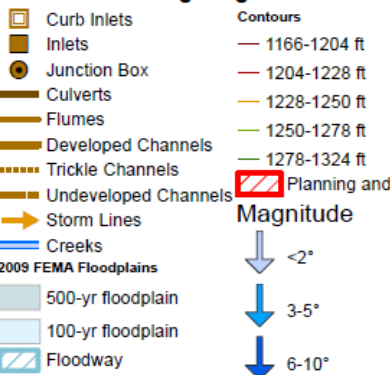
GIS - Information Technology/ Planning & Zoning



Locator Map



Drainage Legend



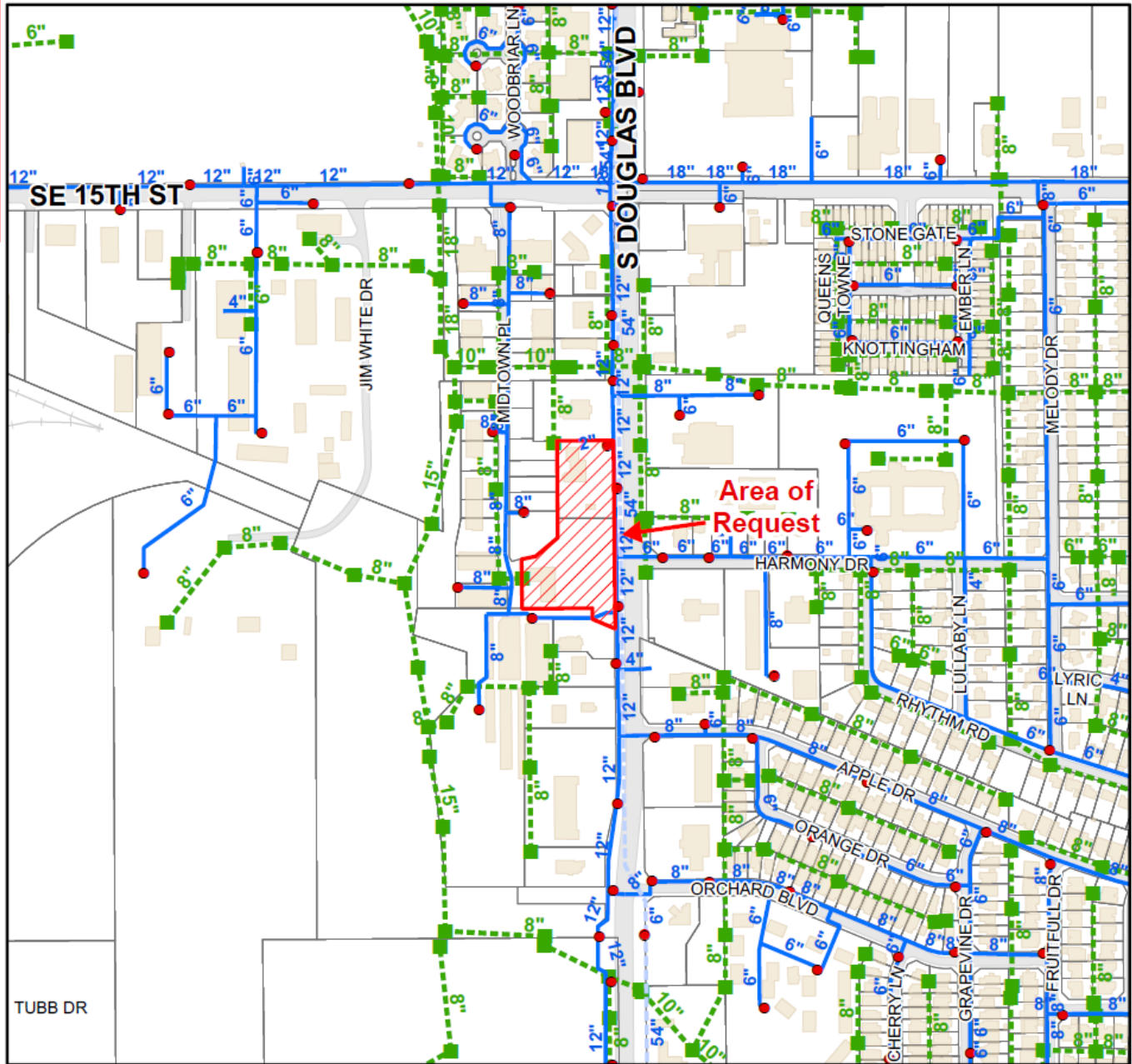
DRAINAGE MAP FOR MP-24 (NE/4, Sec. 11, T11N, R2W)

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On 8.5" x 11" paper 1 inch equals 500 feet

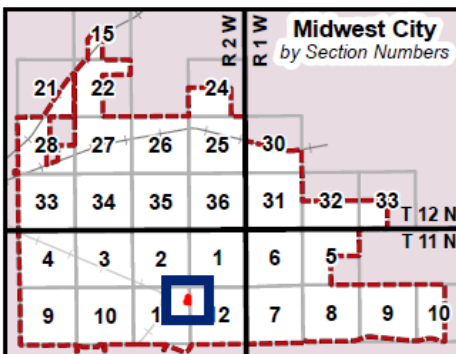
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GIS - Information Technology/ Planning & Zoning



Locator Map



Water/Sewer Legend

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

WATER SEWER MAP FOR MP-24 (NE/4, Sec. 11, T11N, R2W)



0 500 1,000 Feet

On 8.5" x 11" paper 1 inch equals 500 feet

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[illegible]



City Attorney, Donald D. Maisch

100 N. Midwest Boulevard

Midwest City, OK 73110

DMaisch@midwestcityok.org

Office: 405.739.1203

www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Don Maisch
City Attorney

RE: Discussion, consideration and possible action of approving a Resolution readopting the Citizens' Advisory Committee on Housing and Community Development and appointment and reappointment of certain members of the Committee. (D. Maisch – City Attorney and T. Craft – Grants Management Director).

Date: July 22, 2025

The Citizens' Advisory Committee on Housing and Community Development Midwest City, Oklahoma (Committee) was originally adopted in February of 1975. The Committee meets on a regular basis and provides the City and the City Council a valuable service concerning compliance with the Federal Housing and Community Development Act of 1974.

On July 25, 1998, the City Council approved the adoption of the first By-Laws for the Committee, that while amended from time to time, remain in effect. The By-Laws govern the Membership, Code of Ethics, Term of Members, Officers, Powers and Duties of Officers, Subcommittees, Meetings, Votes, and Procedure of the Committee.

The Resolution, if adopted, would readopt the Committee, readopt the By-Laws of the Committee with certain amendments, which will include a City Liaison and Sunset provisions for the Committee.

The current members of the Committee are:

- Mayor – Keri Deeter, term expires August 12, 2025
- Ward 1 – Mike Anderson, term expires August 12, 2025
- Ward 2 – Vacant
- Ward 3 – Ronald Taite, term expires August 12, 2025
- Ward 4 – Scott Young, term expires August 12, 2027
- Ward 5 – Kathy Gain, term expires August 12, 2025
- Ward 6 – Elaine Winterink, term expires August 12, 2027

If approved, the following members would be reappointed for four (4) year terms:

- Mayor – Keri Deeter, term would expire August 12, 2029
- Ward 1 – Mike Anderson, term would expire August 12, 2029



City Attorney, Donald D. Maisch

100 N. Midwest Boulevard

Midwest City, OK 73110

DMaisch@midwestcityok.org

Office: 405.739.1203

www.midwestcityok.org

- Ward 3 – Ronald Taite, term would expire August 12, 2029
- Ward 5 – Kathy Gain, term would expire August 12, 2029

A new member would be appointed:

- Ward 2 – Mitsy Martin – Davis, completing an unexpired term, term to expire August 12, 2027.

Included with the information in this agenda item are bios of the four (4) members to be reappointed and one new member to be appointed.

Action is at the discretion of the City Council.

Respectfully submitted,

Donald D. Maisch
City Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL FOR MIDWEST CITY
TO READOPT THE CITIZENS' ADVISORY COMMITTEE ON
HOUSING AND COMMUNITY DEVELOPMENT AND TO AMEND
AND ADOPT THE BY-LAWS OF SAID COMMITTEE.**

WHEREAS, in February of 1975 the Midwest City Council created the Citizens' Advisory Committee on Housing and Community Development (Committee); and

WHEREAS, the Committee was created pursuant to the requirements of the Federal Housing and Community Development Act of 1974; and

WHEREAS, the Committee's purposes and powers have been set forth in the Midwest City Citizen Participation Plan of the Community Development Block Grant Program of Midwest City, Oklahoma in June of 1978 and subsequently amended; and

WHEREAS, the Committee has been in continuous operation since its creation and has since July 25, 1978, been governed by by-laws that were voted on and approved by the City Council, that govern its Membership, Code of Ethics, Term of Members, Officers, Powers and Duties of Officers, Subcommittees, Meetings, Votes, and Procedure; and

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

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

CREATION: That the Citizens' Advisory Committee on Housing and Community Development is hereby recreated.

BY-LAWS AMENDED AND ADOPTED: That the By-laws of the Committee are hereby adopted by reference as amended herein and attached hereto.

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

THE CITY OF MIDWEST CITY

MAYOR

Attest:

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

**BY-LAWS
CITIZENS' ADVISORY COMMITTEE ON
HOUSING AND COMMUNITY DEVELOPMENT
MIDWEST CITY, OKLAHOMA**

ARTICLE 1. NAME

The Midwest City Citizens' Advisory Committee on Housing and Community Development, hereinafter referred to as the Committee, was established by the Council of the City of Midwest City in February of 1975 pursuant to requirements of the Housing and Community Development Act of 1974.

ARTICLE II. DEFINITIONS.

Committee means the Midwest City Citizens' Advisory Committee on Housing and Community Development. Business year means July 1 of one year to June 30 of the next year.

ARTICLE III. PURPOSES AND POWERS

The purposes and powers of the Committee are set forth in the Citizen Participation Plan of the Community Development Block Grant Program, Midwest City, Oklahoma, June, 1978, and as subsequently amended.

ARTICLE IV. MEMBERSHIP

Section 1. Members

- (a) Membership. The Committee shall be composed of seven (7) members.
- (b) Appointment. Each member of the Midwest City Council shall ~~select~~ nominate one Midwest City resident to serve on the Committee, from their Ward, and the Mayor shall ~~select~~ nominate one resident to serve, providing for seven (7) members. The Council shall make every effort to have all wards represented on approve all nominees to the committee.
- (c) Qualifications. Members shall reside within the city limits of Midwest City.
- (d) If a member of the City Council does not nominate a member of the public to this Committee within ninety (90) days of the date of any vacancy on the Committee, the Mayor may nominate a member of the public who may or may not be from the

ward represented by the City Council Member who was not able to provide a nominee, which shall be required to be approved by the City Council.

Section 2. Code of Ethics

Any member to whom private benefit, direct or indirect, financial or otherwise, may come as a result of a public action concerning the Committee, shall not be a participant in that action. The possibility, not the actuality of a conflict, shall govern. The individual experiencing a conflict of interest shall declare his interest, abstain from voting on the matter, and refrain from any deliberations on the matter. The individual shall not discuss the matter with a fellow member for the purpose of influencing a decision thereof.

Section 3. Terms; removal.

(a) The term of office for all Committee members shall be four (4) years unless otherwise determined by the Council. All members shall hold office until their successors are appointed. Members may be removed for cause by the ~~Mayor with approval by the~~ City Council. Vacancies shall be filled for an unexpired term in the same manner as appointment. All appointees shall serve at the pleasure of the Council. For cause includes missing three consecutive meetings.

(b) Any member may be reappointed for an additional four (4) year term that may run consecutively, as approved by the City Council. Any member of the Committee may be reappointed to multiple consecutive four-year terms.

ARTICLE V. OFFICERS

Section 1. Officers

There shall be the following officers: Chairman, Vice-Chairman, ~~Interim Chairman~~ Secretary.

Section 2. Election of Officers

Election of said officers shall be held annually at the first meeting of the Committee after September 1 of each year. The term of each office shall commence immediately upon the election of each officer. In absence of both the Chairman and Vice-Chairman, the Committee member with the most seniority in attendance at the meeting shall assume the position as Interim Chairman.

Section 2. Duties and Powers

(a) Chairman. The Chairman shall have the following duties:

1. Preside at all meetings, except when absent;
2. Assist in preparing agenda;
3. Follow the agenda;
4. Allow all sides of a case to be heard in a manner which he determines;
5. Issue calls or notices of unscheduled meetings.

(b) Vice-Chairman. The Vice-Chairman shall preside at all meetings in the absence of the Chairman.

(c) Secretary. The Grants Manager or his/her designated representative shall serve as the secretary for the Committee. The secretary shall have the following duties:

1. Bring to each meeting copies of the by-laws, standing rules, and a list of unfinished business;
2. Keep minutes and a minute book which contain the following:
 - a) date, place, time of meeting
 - b) Whether it is a regular or special meeting
 - c) Name of person presiding
 - d) Name of secretary
 - e) Name of staff members present
 - f) Members absent and present by name
 - g) Name and address of each person speaking before the Committee and his position on the matter before the Committee
 - h) Name and recommendation of staff members given on each matter
 - i) All main motions, whether adopted or rejected
 - j) Names of persons making the motions and their seconds
 - k) Names of members and how they voted on any motion
 - l) A motion withdrawn shall not be recorded
 - m) Copy of staff recommendation on all matters before the Committee and a copy of any written statements presented by the Committee by a concerned individual or party of individuals
 - n) Past actions of the Committee for reference purposes shall be kept in a minute book.

ARTICLE VI. SUBCOMMITTEES

The Committee shall establish any, and as many, special subcommittees as it deems necessary. A motion to establish a special subcommittee and its membership shall receive an affirmative vote of the majority of those present. The duties and responsibilities of the subcommittee should be outlined and passed by an affirmative vote of a majority of those present.

ARTICLE VII. MEETINGS

Section 1. Time and Place

The meetings of the Committee shall be held in the Council Chambers, Municipal Complex, unless otherwise provided by the Committee for particular meetings. The meetings shall be held on call. All meetings shall be in compliance with the Oklahoma Open Meeting Act.

Section 2. Quorum.

Four members shall constitute a quorum.

ARTICLE VIII. VOTES

In any matter before the Committee, action shall be taken by not less than four (4) members of the seven (7) members, regardless of the numbers of members present. With tie votes, statements of recommendation for each side may be forwarded to the City Council.

ARTICLE IX. PROCEDURE

For the purposes of rulings from the chair of other parliamentary decisions, Robert's Rules of Order Revised shall be controlling.

ARTICLE X. ABSENCE OF MEMBERS

Absences from meetings by Committee members shall be governed by Section 2-28 of the Municipal Code.

ARTICLE XI. AMENDMENT OF BY-LAWS

~~Any~~ **All future proposed amendment amendments** to these by-laws shall be presented in writing to the members of the Committee at a meeting. The Committee shall review

the proposal. A vote of four (4) members is necessary to approve the proposal. The proposed amendment shall then be forwarded to the City Council for review and approval.

ARTICLE XII. CITY LIAISON

The City Manager shall appoint a member of City Staff to be the City Liaison to the Committee. The City Liaison shall assist the Secretary ensure that minutes of each meeting of the Committee are taken, compiled, reduced into a written format, reviewed and approved by the Committee and submitted to the City Council. The City Liaison shall also ensure that all meeting of the Committee comply with the requirements of the Oklahoma Open Meetings Act.

ARTICLE XIII: SUNSET

This Board shall continue until January 1, 2029. This Board may be reviewed, and the City Council may determine to continue this Board beyond June 30, 2030.

Keri Deeter

**Mayor's Re-appointment
Citizens' Advisory Committee on Housing and Community Development**

Mrs. Deeter grew up in Oklahoma and has been a resident of Midwest City for 25 years. She is a graduate of Rose State College with an associate's degree in arts & enterprise development. Mrs. Deeter spent 15 years as an insurance agent and transitioned from a corporate job to a stay-at-home mother in 2012.

Mrs. Deeter is married and a mother of three. She stays active homeschooling her son, teaching classes at a local Midwest City Homeschool Co-Op, fostering puppies for a Lab rescue in Oklahoma, and helping others in need within the Midwest City community.

In her free time Mrs. Deeter enjoys being active in her community, camping with her family, hiking, reading, and working in her garden.

Mike Anderson

**Ward 1 Re-appointment
Citizens' Advisory Committee on Housing and Community Development**

A longtime resident of Midwest City, 1964 graduate of Midwest City High School, US Air Force Veteran Viet Nam veteran, former owner of Anderson Obrien imports, developed the electric Vehicle Department for Mid-Del VoTech and is now the Executive Director of the Mid-Del Food Pantry. Served as Vice Chairman for Midwest City's 50th Anniversary, Chairman of the Midwest City Special events and Festivals Board, Chairman Midwest City Citizens' Advisory Committee CDBG and 40 year Midwest City Rotarian. Also an avid sailor, USSailing Certified Race Official for numerous championship Regattas and a cyclist.

Ronald Taite

**Ward 3 Re-appointment
Citizens' Advisory Committee on Housing and Community Development**

Mr. Taite, at the age of 17 enter the United State Air Force as a helicopter mechanic. He earned his associate degree in 1988 in Air Flight Technology. While serving his country Taite flown over 1000 Combat hours in Desert Storm.

Mr. Taite separated from active duty after 12 years at the rank of E-6 in aircraft maintenance. Taite gained employment at Tinker as a Civil Servant. He has over 33 years of federal service. Mr. Taite is a father of three, who he raised in Midwest City.

He is a small business owner and has worked as a Private Investor in real estate and other business ventures, he worked on contracts for the DOD while running his mechanic business in Ward 3. He is active in his community, enjoys his veteran friends and neighbors.

Kathy Gain

Ward 5 Re-appointment Citizens' Advisory Committee on Housing and Community Development

Kathy Gain is the State Trade Expansion Program (STEP) Director with the Oklahoma Department of Commerce. The objective of the STEP program is to increase the overall number of small business exports and increase their export sales by helping businesses diversify by entering international markets. The STEP program partners with the Commerce International Trade and Foreign Relations Team and the ACES Team to fulfill the objectives of the program.

One of her most valued accomplishments is being a 37-year associate of the Oklahoma Department of Commerce. She has served all these years at the same state agency.

Kathy is originally from Oklahoma City. She lives in Midwest City, OK where she is involved with her community through the Citizens Advisory Council and the Midwest City Comprehensive Plan Steering Committee

Mitsy Martin-Davis

Ward 2 Appointment

Citizens' Advisory Committee on Housing and Community Development

I have lived in Midwest City since 1983 when I went to work at what was then Midwest City Memorial Hospital. I worked there for 21 years. While working there I worked with members of city government to put together the Renaissance Run which we did for 30 years. I am a former member of the Midwest City Park and Recreation Board for 20 plus years. While on the park and recreation board we modernized the pool, built the nature trail, dog park and splash pad as well as the baseball fields at Carl Albert. I am the current Chairperson of the Mid-Del Food Pantry Board. I am the chairperson of Outreach at First Christian Church of Midwest City. I am currently employed at OU Health. Happy to serve as needed.



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

Memorandum

TO: Honorable Mayor and City Council

FROM: Greg Wipfli, Chief of Police

DATE: July 22, 2025

SUBJECT: Discussion, consideration, and possible action of approving an agreement with Flock Group Inc. to support the development of the City's Real-Time Information Center (RTIC).

Staff requests approval to execute an agreement with Flock Group Inc. for the procurement, installation, and integration of cameras, drones, surveillance trailers and real-time data software services to support the development and operations of the City's Real-Time Information Center (RTIC). The contractual agreement will be for \$455,672.51 and will be a 12-month duration from the date signatures are acquired.

Greg Wipfli

Greg Wipfli, Chief of Police

Attachment: Flock Group Inc. Contract & Sole Source Letter

Flock Safety + OK - Midwest City PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Daniel Sekerak
daniel.sekerak@flocksafety.com
+14046322005

flock safety



ORDER FORM

This order form ("Order Form") hereby incorporates and includes the terms of the previously executed agreement (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "Effective Date")

Customer: OK - Midwest City PD	Initial Term: 12 Months
Legal Entity Name: OK - Midwest City PD	Renewal Term: 24 Months
Accounts Payable Email: bdavis@midwestcityok.org	Payment Terms: Net 30
Address: 100 N Midwest Blvd Oklahoma City, Oklahoma 73110	Billing Frequency: Annual Plan - First Year Invoiced at Signing.
	Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$455,672.51
Flock Safety Flock OS			
FlockOS Premium Solution	Included	1	Included
FlockOS Premium	Included	1	Included
Flock911	Included	1	Included
Flock Safety Bundles			
Video Camera - Multidirectional Bundle 270° Fixed + PTZ, fka Condor	Included	41	Included
Flock Safety Drone Hardware and Services			
Flock Aerodome DFR - M4TD + Dock 3	Included	3	Included
Flock911 for Aerodome	Included	3	Included
Flock Safety Video Products			
Solar Video Camera Fixed, fka Condor	Included	123	Included
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Included	41	Included
Community Partnership Video Camera	Included	12	Included
Video Integration Gateway 2.0 - 16 Streams, fka Wing	Included	12	Included
Flock Mobile Security Trailer - Subscription	Included	2	Included
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Included	9	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Flock Safety Professional Services

Professional Services - Intersection Implementation Fee	\$0.00	41	\$0.00
Video Camera Professional Services - Standard Implementation Fee	\$0.00	1	\$0.00
Professional Services - Video Integration Gateway Implementation Fee	\$0.00	12	\$0.00
Professional Services - Flock911 Implementation Fee	\$0.00	1	\$0.00
Video Camera Professional Services - Standard Implementation Fee	\$0.00	9	\$0.00

Subtotal Year 1:	\$455,672.51
Annual Recurring Subtotal:	\$455,672.51
Discounts:	\$203,577.49
Estimated Tax:	\$0.00
Contract Total:	\$455,672.51

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:

- Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement may be renewed for successive renewal terms for the greater of one year or the length set forth on the Order Form (each, a "Renewal Term", and together with the Initial Term, the "Service Term") upon written notice of renewal prior to the end of the then-current term, for up to five (5) Renewal Terms.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$455,672.51
Annual Recurring after Year 1	\$455,672.51
Contract Total	\$455,672.51

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$98,077.51
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$55,500.00

Product and Services Description

Flock Safety Platform Items	Product Description
Video Camera - Multidirectional Bundle 270° Fixed + PTZ, fka Condor	Multi Directional Mount with 270 degree view and PTZ on same pole with 30 days of storage, AC Powered
Professional Services - Intersection Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Solar Video Camera Fixed, fka Condor	
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	
FlockOS Premium Solution	FlockOS Premium Solution
Community Partnership Video Camera	Designed to enhance community safety, the Flock Community Partnership Camera is a solar-powered video camera, cellular-enabled solution provided to businesses. With an LED deterrent light, it deters crime while reinforcing collaboration between businesses and law enforcement
Video Integration Gateway 2.0 - 16 Streams, fka Wing	Video Integration Gateway 2.0 box with 16TB data and 8 channel AI capability, 30 days of storage
FlockOS Premium	FlockOS Premium provides agencies with the tools, training, and regional support needed to establish and operate a full-scale, future-ready crime operations center. It includes all features of FlockOS Plus while streamlining RTCC implementation and coordination without added complexity.
Flock911	Flock911 enables users to access live 911 calls directly within the FlockOS™ software, delivering real-time situational context that ensures faster, safer, and more efficient responses to calls for service.
Video Camera Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Video Integration Gateway Implementation Fee	
Computer-Aided Dispatch (CAD) Integration	Provides integration for one supported CAD system with FlockOS, displaying calls-for-service and relevant actionable intelligence in a unified view
Professional Services - Flock911 Implementation Fee	One-time Professional Services engagement to set up Flock911.
Flock Aerodome DFR - M4TD + Dock 3	Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes M4D series drone, camera, batteries, and contact-charging Dock 3. Software includes remote piloting, air traffic awareness, spectator view, mobile app, flight logging, mission reporting, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support.
Flock911 for Aerodome	Flock911 enables users to access live 911 calls directly within the FlockOS™ software, delivering real-time situational context that ensures faster, safer, and more efficient responses to calls for service.
Flock Mobile Security Trailer - Subscription	Mobile Security Trailer package provides the Flock technology to deter crime and capture evidence through: - Blue Deterrence Light - 2 x PTZ Video Camera - 1 360 Degree Multisensor Camera - Audio Talk Down
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Law enforcement grade live streamed PTZ camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required.
Video Camera Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

PRODUCT ADDENDUM

**UNMANNED AIR SUPPORT AS A SERVICE (UASaaS) PROGRAM
FOR DRONE RESPONSE SERVICES**

WHEREAS, Customer has determined that it is in the interests of public safety for it to have the ability to utilize unmanned drones during crisis incidents, public emergencies, and in certain public safety operations, to the extent permitted by law;

WHEREAS, Flock is in the business of providing unmanned drone services (the unmanned drone services shall be considered part of the “**Flock Services**”) and Flock Hardware;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Flock agree as follows:

1. UNMANNED AIR SUPPORT GENERAL TERMS OF DELIVERY

1.1 Flock Services and Hardware. Flock shall provide access to Customer the Flock Services and related Flock Hardware (the “Flock Hardware”) listed on the Order Form upon the terms and conditions set forth in the Agreement. Flock maintains ownership of all the Flock Hardware. Each year, as specified in the Order Form, the Customer will be provided with a designated number of batteries. Customer may place an order for additional Flock Hardware (e.g., batteries prior to 500 complete charging cycles, hardware damaged due to Customer’s error, additional spares, etc.) at Flock’s then current list price, which will be made available to Customer upon request.

1.2 FAA Regulatory Waivers. Flock will assist Customer in acquiring any required Federal Aviation Administration (“FAA”) regulatory waivers.

1.3 Delivery. Flock shall make the Flock Hardware available to Customer at Customer’s delivery address set forth in the Order Form (“Delivery Point”). If for any reason Customer fails to accept delivery of the Flock Hardware by the date fixed pursuant to Flock’s notice stating that the Flock Hardware is available at the Delivery Point: (i) Customer shall bear the risk of loss to the Flock Hardware; (ii) the Flock Hardware shall be deemed to have been delivered; and (iii) Flock, at its option, may store the Flock Hardware until collected by Customer, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Once the Flock Hardware is made available as the Delivery Point, Customer is responsible for any resulting use of the Flock Hardware by all Authorized Users and all third-parties who may gain access to the same.

1.4 Pilot Services. Upon Customer’s request, Flock will make available an employee or independent contractor pilot (each a “Pilot”) to Customer for purposes of operating the Flock Hardware (hereafter the “Pilot Services”) at the pricing set forth in the Order Form. The Pilot Services shall be considered part of the Flock Services. When operating the Flock Hardware, the Pilot shall comply with the reasonable requests of Customer. Such Pilot Services may be used for up to forty (40) hours per week during the Term. Customer’s use of the Pilot Services shall not alleviate any of Customer’s obligations set forth herein. Customer shall provide Pilots with a safe working environment when on Customer’s premises.

2. LOSS AND DAMAGE OF FLOCK HARDWARE

2.1 Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of, all Flock Hardware. LOSS OR DAMAGE TO THE FLOCK HARDWARE, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THE AGREEMENT. Customer’s obligations with respect to this Section shall commence upon delivery of the Flock Hardware.

2.2 Customer agrees to immediately notify Flock of any accident or event of loss or damage involving the Flock Hardware. The notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or which Flock may reasonably require.

3. FEES. The Order Form dictates the Flock Hardware, software, personnel, and Flock Services and the entire Flock Services corresponding fees. Customer shall pay the Fees as described on the Order Form.

4. TERM. The term of this Agreement commences on the Effective Date of this Agreement and continues until terminated as provided under this Agreement (the "Term"). Each Order Form shall commence and expire and/or terminate according to the terms set forth in such Order Form. On expiration or termination of the Agreement, all licenses provided hereunder by Flock shall immediately expire.

5. FLOCK DRONE IP. Customer Data does not include, and Flock Drone IP (defined herein) expressly includes, any data to the extent processed by, resulting as an output of, or based on the usage of, the Flock Services, Flock Hardware, including, without limitation, data collected by Flock's radar and radio frequency sensors. Such Flock Drone IP shall be Flock's Confidential Information. Flock shall own all rights to (i) any data input into the Flock Services, Flock Hardware by or on behalf of Flock (not including any Customer Data) and (ii) any aggregated and anonymized data extracted or derived from the Flock Services, or use of the Flock Hardware, including all aggregated and anonymized usage data, statistical data, transactional data, metadata, market data, flight logs and flight history, telemetry data and logs, fleet information including drone serial numbers and models, connected device information including radar data concerning the surrounding airspace, and other aggregated and anonymized data collected from user data and files (collectively, "Flock Drone IP"). Without limiting the generality of the foregoing, Flock reserves the right to create and market public indexes, analysis or insights created from such data. Customer agrees that it will not share, sell, transfer, or make available any data generated by the Flock Hardware, including all Flock Drone IP to which it may have access, to any third party without the prior express written consent of Flock.

6. INDEPENDENT CONTRACTOR. Flock Safety is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the City in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.
2. All payments to Flock Safety pursuant to this Agreement shall be due and payable in the State of Oklahoma, even if services of Flock Safety are performed outside the State of Oklahoma.
3. The City shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to Flock Safety as Flock Safety is an independent contractor and the members of its Flock Safety's Team, assigned to work on this Agreement for the City are not employees of the City. Any such taxes, if due, are the responsibilities of Flock Safety and will not be charged to the City.
4. Flock Safety acknowledges that as an independent contractor it and Flock Safety's Project Team, assigned to work on the Project for the City are not eligible to participate in any health, welfare or retirement benefit programs provided by the City or its employees.

7. PROFESSIONAL STANDARDS. Flock Safety warrants that the Deliverables provided under this Agreement shall be performed consistent with generally prevailing professional standards and expertise. Flock Safety shall maintain during the course of this Agreement said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. Flock Safety agrees to require all members of the Flock Safety's Team, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of Flock Safety.

8. REMEDY AND WARRANTS. During the term of this Agreement, the City's initial remedy for any breach of the above warranty shall be to permit Flock Safety one additional opportunity to perform the work, services, and activities or provide the Deliverables without additional cost to the City. If Flock Safety cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this Agreement the City shall be entitled to recover, should the City so determine to be in their best interest, any fees paid to Flock Safety for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and Flock Safety shall make reimbursement or repayment within thirty (30) calendar days of a demand by the City. Should Flock Safety fail to reimburse the City within thirty (30) calendar days of demand, the City shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations. Flock Safety also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this Agreement and may not be waived by any other provision, expressed or implied, in this Agreement or in any Attachment hereto.

9. INSURANCE. Flock Safety must provide and maintain at all times throughout the term of this Agreement, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate* protecting the City from claims for bodily injury (including death) and or property damage arising out of or resulting from Flock Safety and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the City as additional insureds as their interest may appear under this Agreement under the policy or policies.

A certificate of insurance evidencing the coverage required herein shall be provided to the City within five (5) days of the execution of this Agreement.

10. INDEMNIFICATION. Flock Safety agrees to indemnify, defend, and hold harmless the City from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) reasonable legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the Flock Safety, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. Flock Safety must give the City prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the City, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the City under any other paragraph, including but not limited to any insurance provision or requirement in this Agreement.

The provisions of this paragraph shall survive the expiration of this Agreement. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this Agreement.

11. CONFIDENTIALITY.

Flock Safety acknowledges that in the course of training and providing other services to the City, the City may provide Flock Safety with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the City's employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. Flock Safety agrees that during the time period this Agreement is in effect, and thereafter, neither Flock Safety nor Flock Safety's Team, without the prior written consent of the City, shall disclose to any person, other than to the City, any information obtained by Flock Safety. Flock Safety shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

12. NOTICES.

Notices and other communications to the City pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk

100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to Flock Safety pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

(Contact Person name for Service Provider) Office of General Counsel
(Name of Service Provider) Flock Safety
(street or mailing address for service provider) 1170 Howell Mill Road NW, Suite 210
(City, State and zip code for service provider) Atlanta GA 30318

Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this Agreement, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

13. ABIDES BY LAW.

Flock Safety must abide by the conditions of this Agreement, the ordinances of the City, and all laws and regulations of the State of Oklahoma and the United States of America ("Laws"), applicable to Flock Safety's activities. Flock Safety will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

14. ASSIGNMENT AND SUBLEASE.

Flock Safety may not assign or sublease its interest under this Agreement without the prior written consent of the City. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the Flock Safety and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this Agreement and upon approval of such sublease by City. The City may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of City. Upon approval of such assignment or sublease, Flock Safety will not be relieved of future performance, liabilities, and obligations under this Agreement. City shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by Flock Safety within forty-five (45) days after the entering into of same.

15. COMPLETE AGREEMENT AND AMENDMENT.

The previously negotiated and executed Flock Group Inc Services Agreement, along with this Agreement is the complete agreement between the parties and no additions, amendments, alterations, or changes in this Agreement shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this Agreement, unless specifically and expressly provided herein.

16. TIME OF ESSENCE.

For the purposes of this Agreement, time shall be deemed to be of the essence.

17. MULTIPLE ORIGINALS.

This Agreement shall be executed in multiple counterparts, each of which shall be deemed an original.

18. ANTI-COLLUSION.

Flock Safety agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the City as to the terms or conditions of this Agreement, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the City, either directly or indirectly, in procuring and execution of this Agreement.

19. BREACH AND DEFAULT.

A breach of any provision of this Agreement shall act as a breach of the entire Agreement unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms,

covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this Agreement may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this Lease.

Should the City breach this Agreement, Flock Safety may only recover that proportion of services provided prior to the breach. Flock Safety may not collect or recover any other or additional damages, losses, or expenses.

20. THIRD PARTY BENEFICIARIES.

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this Agreement. This Agreement is solely for the benefit of the Flock Safety and the City, and none of the provisions hereof are intended to benefit any third parties.

21. VENUE AND CHOICE OF LAW.

All parties hereto expressly agree that the venue of any litigation relating to or involving this Agreement and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this Agreement shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

22. DISPUTE RESOLUTION.

Either Party may commence the dispute resolution process pursuant to this provision, by providing the other Party written notice of the dispute between the Parties concerning any term of this Agreement or attachment hereto. The notice shall contain:

1. a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
2. the name and title of Party Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other Party shall respond with

1. a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
2. the name and title of Party Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The Parties shall make good faith attempts to negotiate a settlement between their appointed representatives. If the Parties are unable to settle the dispute themselves, the Parties shall be required to mediate the dispute, with the Parties equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

23. VALIDITY.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

24. NO WAIVER.

The failure or neglect of either of the Parties hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this Agreement, or waiver by any party of strict performance of any

of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

25. NO EXTRA WORK.

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the City unless such services, work, product, solution, or deliverable is first requested and approved in writing by the City through a purchase order.

26. AMENDMENT.

This Agreement may be amended by mutual agreement of the Parties, in writing and signed by both 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%).

27. EFFECTIVE DATE.

The Effective Date of this Agreement is the date approved by the City as the last party hereto.

SCHEDULE A

SERVICES

Flock makes no warranties regarding the efficacy of the training detailed below.

a. AIRWORTHINESS TRAINING

Flock will make commercially reasonable efforts to provide training for the Customer to maintain the airworthiness of its drones, including compliance-related trainings.

Customer shall be responsible for ensuring that all crew, including pilot in command, visual observer, sensor or payload operator, or other persons necessary for the safe operation of the flight have the qualifications, experience, licenses, and certificates required by applicable FAA regulations and that all have the necessary skill required to perform their duties. After completion of training, Customer will be responsible for maintaining the airworthiness of drones to which Customer is responsible and the ensuring that the respective operations are in line with all applicable laws and regulations.

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

b. FLIGHT TRAINING

Flock will assist the Customer in obtaining FAA BVLOS waivers and train the Customer on compliance matters related to such waivers. Flock will start with one deployment location at a time, and work up to the agreed upon number of deployment locations for all UAS. As part of the BVLOS process, Flock will provide training materials to the Customer to certify all employees of the Customers selected as Visual Observers ("VOs") to help aid in BVLOS operations.

Flock will provide training to officers on how to utilize the Flock IP. This will consist of:

- Showing how to access Flock on their respective internet devices
- Showing how to view a live stream through the application
- Showing how to control the drone using the application
- Showing how to report problems if they come across them on the application

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

c. FLOCK HARDWARE TRAINING

There will also be training for the Customer to use the Flock Hardware. This training will consist of:

- i. Discussing maintenance list for the drone, and how to maintain airworthiness
- ii. Teaching how to fly the drone autonomously using the Flock IP
- iii. Teaching how to fly the drone manually using the remote controller

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

d. DEPLOYMENT SUPPORT

Flock will teach the Customer how to dispatch the Flock Hardware using the software for 911 calls.

Only personnel authorized by Customer may have access to the livestream from the drone. They will also be taught on how to use Flock's software to view said stream on any internet-connected device.

Authorized personnel may have access to the Flock IP, which can convey the current status of the drone, and how to tell the drone to conduct additional maneuvers if needed.

All operations must be conducted by a Pilot in Command ("PIC"), who is an FAA-certified pilot. Customer will provide the PICs needed to sustain this program.

Flock will assist in drafting a Standard Operating Procedure ("SOP") as well as department policies regarding access, deployments, privacy, and community engagement.

Flock will ensure correct implementation of each Flock station and its included Flock Hardware which may or may not include the aircraft, on-prem servers, charging dock installations, radars, and more.

SCHEDULE B

SPECIFICATIONS

Customer must abide by the following standards:

Operational:

- Per FAA regulations, and without the necessary waiver, a minimum of one pilot is required to operate each drone.
- Work with Flock to get BVLOS waivers for the city to fully use Flock's product and services.
- Train members of the city to be VOs so that the Customer can have FAA-compliant and safe BVLOS operations (Flock will provide training material if needed).
- If Customer wants to connect Flock's software to their Computer Aided Dispatch ("CAD") system, Customer will provide access to said CAD system at no cost to Flock to location information and other pertinent information about calls-for-service as they are placed.
- Flock will provide their Flock software interface to command the Flock Hardware. Customer must independently access and store any personal information about calls-for-services other than their location and the type of response (police, fire, or EMS) they prompted.

Customer shall be responsible to integrate with CAD software to pull location information and call type information of every call-for-service that the Customer decides the drone should be deployed to, so long as there are no monetary charges to Flock for said integration.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.
The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: OK - Midwest City PD

By: _____

Name: Mark Smith

Title: _____

Date: _____

By: _____

Name: Tim Lyon

Title: _____

Date: _____

PO Number: _____



Sole Source Letter for Flock Safety® RTCC and ALPR Solution

Flock Safety® is the sole manufacturer, developer, and distributor of the proprietary Flock Safety Falcon® ALPR Camera and FlockOS® Real Time Crime Center integrated solution. Flock Safety® is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety® ALPR Camera.

The Flock Safety® ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. **Real Time Crime Center Platform:**

- Flock Safety is the only Real-Time-Crime-Center (RTCC) platform that offers its own proprietary ALPR product *and* proprietary RTCC product with native integration from one provider
- FlockOS® is the world's first and only public safety operating system compatible with Flock Safety™ live streaming fixed and Flock Safety PTZ Condor™ camera, Flock Safety Raven™ gunshot audio detection, while seamlessly integrating first and third-party data across video, LPR, and audio to deliver real-time intelligence and retroactive crime solving in a single-pane real-time crime center
- Ability to enhance situational awareness capacity by layering all intelligence streams onto the FlockOS® ESRI-based map
- FlockOS® features Flock Safety's unique Real-Time Routing feature that analyzes various data sources to determine where a suspect vehicle has been and its' direction of travel providing users with possible outcomes based on a confidence threshold

2. **Vehicle Fingerprint Technology®:**

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search" which can transform digital images



from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo

- Flock Safety Falcon Flex®: an infrastructure-free, location-flexible license plate reader camera that is easy to self-install. Flock Safety Falcon Flex® ties seamlessly into the Flock Safety® ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

3. Integrated Cloud-Software & Hardware Platform:

- Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Utilizes motion capture to start and stop recording without the need for a reflective plate
- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage
- Covert industrial design for minimizing visual pollution

4. Transparency & Ethical Product Design:

- One-of-a-kind "Transparency Portal" public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock Safety® system
- Built-in integration with NCMEC to receive AMBER Alerts to find missing children
- Privacy controls to enable certain vehicles to "opt-out" of being captured

5. Integrated Audio & Gunshot Detection:

- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)

6. Live Video Integration:

- Ability to apply computer vision to third-party cameras using Flock Safety Wing® LPR, transforming them to evidence capture devices using the same




Vehicle Fingerprint technology offered on the Flock Safety Falcon® ALPR cameras

- Flock Safety Wing® Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
- Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety Wing® Suite
- Ability to access live and recorded video using Flock Safety Condor™, a subscription video solution which allows officers to remotely view instant replay of downloadable live on-scene video with PTZ controls and 25X optical zoom without the need for additional camera network set-up, installation, or up-keep.

7. Warranty & Service:

- Lifetime maintenance and support included in subscription price
- Flock Safety® is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you, 

Garrett Langley CEO, Flock Safety®



City Manager's Office
Vaughn Sullivan,
Assistant City Manager
vsullivan@midwestcityok.org
100 N. Midwest Blvd,
Midwest City, Oklahoma 73110
O: 405-739-1207 /Fax: 405-739-1208

MEMORANDUM

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Assistant City Manager

Date: July 22, 2025

Subject: Discussion, consideration and possible action of approving and entering into, 1) a Master Agreement for Architectural and Engineering services with C. H. Guernsey & Co., 2) Task Order 1 in the amount of \$530,550.00 associated with Phase III construction of the Multi-Purpose Athletic Complex (MAC) and, 3) Task Order 2 in the amount of \$83,000.00 associated with modifications to the Police Fire Training Facility.

On May 15, 2025, staff issued a Request for Qualifications (RFQ) for architectural and engineering services related to Phase III of the Multi-Purpose Athletic Complex (MAC). The RFQ was sent to five firms: Tapp Architecture, Mass Architects, C. H. Guernsey & Co., Freese and Nichols, and Kimley-Horn. By the May 29, 2025 deadline, four firms had submitted their qualifications statements: Tapp Architecture, C. H. Guernsey & Co., Freese and Nichols, and Kimley-Horn.

A staff committee consisting of four members reviewed the submittals and selected C. H. Guernsey & Co. for the MAC Phase III project. Guernsey was chosen based on its prior involvement in the development of the MAC master plan, as well as its completion of construction documents for Phases I and II. The committee felt that Guernsey's experience made them uniquely qualified to carry out the next phase. Staff subsequently negotiated Task Order No. 1, in the amount of \$530,550.00, for architectural and engineering services associated with Phase III of the MAC.

Following the negotiation of the new master agreement, the Fire Chief identified the need for modifications to the recently completed Police-Fire Training Facility. Given that C. H. Guernsey was the architect for the original project, staff requested a proposal from Guernsey for the additional work. Task Order No. 2 was negotiated in the amount of \$83,000.00 and includes the preparation of construction documents and oversight services related to the addition of a bay to the existing storage building and the construction of a new covered parking area.

Funding for these two task orders is budgeted and available in the FY 25-26 budget.

Staff recommends approval.

Vaughn K. Sullivan

Assistant City Manager

Enc. Master Agreement
 Task Order #1 Associated with the MAC
 Task Order #2 Associated with the Police Fire Training Facility

THIS MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ("Agreement") is made as of the 22nd day of July, 2025, between City of Midwest City, Oklahoma, a municipal corporation, whose address is 100 N. Midwest Blvd., Midwest City, OK, 73110 ("Client") and C.H. GUERNSEY & COMPANY ("Guernsey"), whose address is 5555 North Grand Boulevard, Oklahoma City, OK 73112.

General Terms of Agreement:

Article 1.....	Consulting Services
Article 2.....	Client Responsibilities
Article 3.....	Modifications
Article 4	Cost of Work
Article 5.....	Copyrights and License
Article 6	Claims and Disputes
Article 7.....	Termination
Article 8	Payment
Article 9	Indemnification
Article 10.....	Insurance
Article 11.....	Miscellaneous Provisions
Article 12	Compensation

Schedules:

Schedule A	Scope of Services
Schedule B.....	Compensation
Schedule C.....	Payment
Schedule D.....	Insurance
Schedule E.....	Claims and Disputes
Schedule F.....	Other Modifications

TERMS OF AGREEMENT

1. Consulting Services:

1.1. Subject to the terms and conditions of this Agreement, the Client may issue task orders for individual projects (each a "Task Order"), and, upon Guernsey's acceptance of the Task Order, Guernsey shall provide the professional services set forth in Schedule A of the Task Order ("Services") in accordance with the Standard of Care and the terms and conditions of this Agreement. In the event of any conflict between the terms and conditions of any Task Order and this Agreement, the terms of this Agreement shall control. The portion of the Project for which Guernsey shall provide the

Services is referred to as its "Portion of the Project." "Project" shall mean the Client's project to which the Services for each Task Order relate. "Work" shall mean all or a portion of the construction and services contracted for by the Client for the Project, whether completed or partially completed, including labor, materials, equipment, and services provided or to be provided. The "Services" shall constitute "Guernsey's Portion of the Project". Guernsey shall not have any duties or responsibilities for the Project except for its Portion of the Project.

- 1.2. Guernsey shall perform the Services with the degree of efficiency, skill and care ordinarily exercised by members of Guernsey's profession providing services of a similar type, size, and complexity under similar conditions at the same time and locality the Services were provided ("Standard of Care"). Guernsey shall perform the Services as expeditiously as is consistent with the Standard of Care and the orderly progress of the Project.
- 1.3. For each Task Order, Guernsey and Client shall identify a representative authorized to act on their behalf with respect to the Project.
- 1.4. Guernsey shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise Guernsey's professional judgment with respect to any Task Order accepted by Guernsey.
- 1.5. Guernsey shall review information furnished by Client related to each Task Order and notify Client of any other information or additional services that are reasonably required for Guernsey's Portion of the Project
- 1.6. Consistent with the Standard of Care, Guernsey shall review laws, codes, and regulations applicable to the Services. Guernsey shall respond in the design of Guernsey's Portion of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.
- 1.7. If requested in writing, Guernsey shall assist Client with the evaluation of alternative

materials, building systems and equipment, together with other considerations based on the Client's Budget, and aesthetics, in developing the design for Guernsey's Portion of the Project.

Guernsey and Guernsey's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site, whether pre-existing or created by the operations of others on the Project.

- 1.8. Guernsey shall not be responsible for any modifications Client makes to any designs, drawings, specifications, calculations, and other similar materials, documents and data prepared by Guernsey or Guernsey's consultants as part of the Services under any Task Order (collectively "Instruments of Service"), unless Guernsey provides written approval of such modifications.
- 1.9. Guernsey shall have authority to act on behalf of Client to the extent provided in this Agreement or any Task Order. Guernsey shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project. Guernsey shall be responsible for Guernsey's negligent acts or omissions and those of its consultants, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of Client, its contractors, consultants, or of any other persons or entities performing portions of the Work (collectively "Client's Contractors and Consultants").
- 1.10. If Guernsey is requested to review drawings, diagrams, schedules, product data, samples, or other submittals or data prepared for the Project (collectively "Shop Drawings") created or supplied by any design professional, engineer, contractor, consultant, manufacturer, supplier, distributor, or any person or entity other than Guernsey or a consultant of Guernsey, Client shall require that such Shop Drawings bear such other engineer's or design professional's seal and signature, where applicable, when submitted to Guernsey. Guernsey shall be entitled to rely

upon the adequacy, accuracy and completeness of the services, certifications and approvals provided by the contractors and consultants of Client and others performing Work for the Project.

- 1.11. If Guernsey is requested to review, approve, or take other appropriate action on Shop Drawings or other submittals of Client's Contractors or Consultants, such review shall not be for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation, safety precautions, or performance of equipment or systems, nor shall Guernsey be liable for the acts, errors, or omissions of Client's Contractors or Consultants.
- 1.12. Guernsey shall notify Client in a timely manner if Guernsey substitutes any of the consultants identified by Guernsey in the Initial Information or adds any other consultants for the Project.
- 1.13. Except when expressly authorized by Guernsey, all communications by and with Guernsey's consultants shall be through Guernsey.
- 1.14. Guernsey shall contact governmental authorities required to approve the Construction Documents for Guernsey's Portion of the Project and entities providing utility services to the Project. Guernsey shall respond to applicable design requirements imposed by those authorities and entities

2. Client Responsibilities:

- 2.1. The Client shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Client's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
- 2.2. Client shall establish the Client's budget for the Project, including (1) the budget for the Cost of the Work as defined in each individual Task Order; (2) the Client's other costs; and (3) reasonable contingencies related to all of these costs ("Budget"). The Client shall update the Budget for the Project as necessary throughout the duration of the Project until

final completion. If the Client significantly increases or decreases the Budget, the Client shall notify Guernsey. The Client and Guernsey shall thereafter agree to a corresponding change in the Project's scope and quality.

- 2.3. The Client shall render decisions and approve Guernsey's submittals in a timely manner in order to avoid delay in the orderly and sequential progress of Guernsey's Services.
- 2.4. Client shall furnish a written legal description of the site of the Project ("Project Site").
- 2.5. Client shall coordinate the services of Client's Contractors and Consultants with those Services provided by Guernsey and Guernsey's consultants. Upon Guernsey's request, the Client shall furnish copies of the scope of services in the contracts between the Client and the Client's Contractors and Consultants. The Client shall furnish all services which have not been designated as the responsibility of Guernsey in Schedule A of the Task Order, or authorize Guernsey to furnish such services as an Additional Service, when Guernsey requests such services and demonstrates that they are reasonably required by the scope of the Project. The Client shall require that Client's Contractors and Consultants maintain insurance, including professional liability insurance, as appropriate to their Work.
- 2.6. Client shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- 2.7. Client shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Client's needs and interests.
- 2.8. Client shall provide prompt written notice to Guernsey if the Client becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the documents provided to Guernsey or the Instruments of Service.
- 2.9. Client shall include Guernsey in all communications with the Client's Contractors and Consultants that relate to or affect Guernsey's Services or professional

responsibilities. The Client shall promptly notify Guernsey of the substance of any direct communications between the Client and Client's Contractors and Consultants otherwise relating to the Project.

- 2.10. Before executing a contract for construction of the Project ("Contract for Construction"), the Client shall coordinate Guernsey's duties and responsibilities set forth in such Contract for Construction with Guernsey's Services set forth in Schedule A of the applicable Task Order. The Client shall provide Guernsey a copy of the executed Contract for Construction between the Client and the Client's general contractor ("Contractor" or "General Contractor"), including, as applicable, the general conditions of the Contract for Construction.
- 2.11. Client shall provide Guernsey access to the Project Site prior to commencement of the Work and shall obligate the Contractor to provide Guernsey access to the Work wherever it is in preparation or progress.
- 2.12. Within 15 days after receipt of a written request from Guernsey, the Client shall furnish the requested information as necessary and relevant for Guernsey to evaluate, give notice of, or enforce lien rights.

3. Modifications:

- 3.1. Client may, with Guernsey's consent, order changes to the Services in writing, herein referred to as "Additional Services." Guernsey's compensation and the time schedule shall be equitably adjusted.
- 3.2. Guernsey shall be entitled to an equitable adjustment in the time schedule and its compensation if any of the following occur:
 - 3.2.1. Change in or delay in Client's instructions or approvals;
 - 3.2.2. Enactment or revision of codes, laws or regulations or a change in their official interpretation;
 - 3.2.3. Undisclosed or previously undiscovered health or safety hazards from pollutants or hazardous materials;
 - 3.2.4. Failure of Client's Contractors or Consultants to perform;
 - 3.2.5. Preparation for and attendance at a public hearing, a dispute resolution

proceeding or legal proceeding affecting the Project.

4. Cost of Work:

- 4.1. For purposes of this Agreement, the Cost of the Work shall be the total cost to the Client to construct all elements of the Project designed or specified by Guernsey and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Client. The Cost of the Work does not include the compensation of Guernsey; the costs of the land, rights-of-way, or financing; or other costs that are the responsibility of the Client.
- 4.2. The Client's Budget shall be provided in each individual Task Order. Evaluations of the Client's Budget, including the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by Guernsey, represent Guernsey's judgment as a design professional. It is recognized, however, that neither Guernsey nor the Client has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Guernsey cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client's Budget or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by Guernsey.
- 4.3. In preparing estimates of the Cost of Work, Guernsey shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Client's Budget. Guernsey's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Client requires a detailed estimate of the

Cost of the Work, Guernsey shall provide such an estimate as an Additional Service unless identified as Guernsey's responsibility in a Task Order.

- 4.4. If, through no fault of Guernsey, the procurement for the Project has not commenced within 90 days after Guernsey submits the Construction Documents to the Client, the Client's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.
- 4.5. If at any time Guernsey's estimate of the Cost of the Work exceeds the Client's budget for the Cost of the Work, Guernsey shall make appropriate recommendations to the Client to adjust the Project's size, quality, or budget for the Cost of the Work, and the Client shall cooperate with Guernsey in making such adjustments.
- 4.6. If, after Guernsey has submitted the Construction Documents to the Client, the Client's budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the Client shall
- 4.6.1. Give written approval of an increase in the budget for the Cost of the Work;
- 4.6.2. Authorize rebidding or renegotiating of the Project within a reasonable time;
- 4.6.3. Terminate in accordance with Article 7;
- 4.6.4. In consultation with Guernsey, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- 4.6.5. Implement any other mutually acceptable alternative.
- 4.7. If the Client chooses to proceed under Article 4.6.4, Guernsey shall modify the Construction Documents as necessary to comply with the Client's budget for the Cost of the Work or the budget as adjusted under Article 4.6.1. If the Client requires Guernsey to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Client's budget for the Cost of the Work due to market conditions Guernsey could not reasonably anticipate, the Client shall compensate Guernsey for the modifications as an Additional Service pursuant to Article 3; otherwise Guernsey's services for modifying

the Construction Documents shall be without additional compensation. In any event, Guernsey's modification of the Construction Documents under this Article 4 shall be the limit of Guernsey's responsibility to modify the Construction Documents unless additional modifications are requested and agreed to as an Additional Service.

5. Copyrights and License:

- 5.1. Guernsey and Guernsey's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of Guernsey and Guernsey's consultants. Further, Guernsey retains all rights, title, and interest in and to its intellectual property, proprietary business concepts, business methods, business processes, business adaptations, proprietary rights, trade secrets, standard drawing details, designs, specifications, databases, computer software, and know-how acquired or developed during or prior to the Services performed under this Agreement or any Task Order.
- 5.2. Guernsey shall grant to the Client a nonexclusive license to use Guernsey's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Client substantially performs its obligations under this Agreement and makes timely payment of all sums due and owing to Guernsey pursuant to Article 7 and Article 8 of this Agreement. Guernsey shall obtain similar nonexclusive licenses from Guernsey's consultants consistent with this Agreement. The license granted under this section permits the Client to authorize the Contractor, subcontractors, sub-subcontractors, and suppliers, as well as the Client's Contractors and Consultants, to reproduce applicable portions of the Instruments of Service, solely and exclusively

for use in performing Work for the Project. If Guernsey rightfully terminates this Agreement for cause as provided in Article 7, the license granted in this Article 5.3 shall automatically terminate.

- 5.3. In the event the Client uses or modifies the Instruments of Service without Guernsey's written consent or the Client releases Guernsey and Guernsey's consultant(s) from all claims and causes of action arising from such uses. The Client, to the fullest extent permitted by law, further agrees to indemnify and hold harmless Guernsey and its consultants from all claims, losses, demands, judgments, damages, and legal costs and expenses, including reasonable attorneys' fees, arising from or related to the Client's use of the Instruments of Service.
- 5.4. The license granted by Guernsey to Client under this Article 5 shall automatically terminate if Guernsey rightfully terminates this Agreement for cause under Article 7.
- 5.5. Except for the license granted in this Article 5, no other license or intellectual property rights shall be deemed granted or implied under this Agreement or any Task Order. The Client shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of Guernsey. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to Guernsey and Guernsey's consultants.

6. Claims and Disputes:

- 6.1. The Client and Guernsey shall submit all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement to binding arbitration within the period specified by applicable law, but in any case not more than ten (10) years after the date of Substantial Completion of the Work. The Client and Guernsey waive all claims and causes of action not commenced in accordance with this Article 6.
- 6.2. To the extent damages are covered by property insurance, Client and Guernsey waive all rights against each other and against the contractors, consultants, agents and

employees of the other for damages. Client and Guernsey shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

- 6.3. Guernsey and Client waive all incidental and consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement, including the indemnity agreements of Article 9. This mutual waiver is also applicable, without limitation, to all incidental and consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.6. In no event shall Guernsey have liability to Client for delay or damage caused by delay.
- 6.4. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of Guernsey's Services, Guernsey may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- 6.5. The Client and Guernsey shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Paragraph, the parties may nonetheless proceed to the selection of the arbitrator(s)

and agree upon a schedule for later proceedings.

- 6.6. The parties shall pay the mediator's fee and any filing fees equally. The mediation shall be held in the metropolitan area with at least 500,000 inhabitants nearest the Project in the State where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 6.7. If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be Arbitration.
- 6.8. Any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement, and held in the metropolitan area with at least 500,000 inhabitants nearest the Project in the State where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
- 6.9. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.
- 6.10. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with

applicable law in any court having jurisdiction thereof.

6.11. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

6.12. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

6.13. Timing for Arbitration Hearings. The arbitration hearings for any arbitration conducted pursuant to this Agreement shall commence within 180 days after the Demand for Arbitration is filed, and shall continue to completion on successive week days (not including Saturdays, Sundays and holidays) until the taking of evidence is completed; provided, however, that the arbitrator(s) shall have the right in their discretion to adjust the schedule of the hearings after they have commenced based upon the special needs and considerations related to the circumstances of the dispute.

6.14. Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

7. Termination:

7.1. If Client fails to make timely payments to Guernsey in accordance with this Agreement or any Task Order, such failure shall be a material breach of this Agreement and be grounds for termination for cause or, at Guernsey's option, cause for suspension of performance of Services under any Task Order. If Guernsey elects to suspend Services, Guernsey shall give seven days' written notice to Client before suspending Services. Before resuming Services, Client shall pay Guernsey all sums due prior to suspension. Guernsey's

fees for the remaining Services and the time schedules shall be equitably adjusted.

7.2. If the Project is suspended or Client suspends Guernsey's Services, Guernsey shall be compensated for Services performed prior to its receipt of notice of such suspension. When the Project is resumed, Guernsey shall be compensated for the reasonable expenses incurred in the interruption and resumption of Guernsey's Services. Guernsey's fees for the remaining Services and the time schedules shall be equitably adjusted.

7.3. If the Project is suspended or Guernsey's Services are suspended for more than 90 cumulative days for reasons other than the fault of Guernsey, Guernsey may terminate this Agreement by giving not less than seven days' written notice to Client.

7.4. Either party may terminate this Agreement upon not less than seven days' written notice should the other party breach a material term of this Agreement or Task Order through no fault of the party initiating the termination.

7.5. In the event of termination not the fault of Guernsey, Guernsey shall be compensated for Services performed prior to its receipt of notice of termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Article 7.6.

7.6. Termination Expenses are in addition to compensation for Guernsey's Services and include expenses directly attributable to termination for which Guernsey is not otherwise compensated. However, under no circumstances shall Guernsey receive profit except for Services actually performed. Guernsey's anticipated profit on the value of Services not performed shall not be recovered under any circumstances.

7.7. Client's rights to use Guernsey's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5. Except as provided in Article 5, no licenses or other rights with respect to the Instruments of Service are granted hereunder.

8. Payment:

8.1. Guernsey will invoice Client for payment in accordance with "Schedule C - Payment" attached to the applicable Task Order. For

cost-plus and hourly rate agreements, the invoice will include detailed information concerning the number of applied hours, a complete list of all non-labor reimbursable expenses, and a description of the services performed. Any additional invoicing requirements defined by Client will be identified on the "Schedule C - Payment."

- 8.2. Payments are due and payable upon presentation of Guernsey's invoice. Amounts unpaid ninety (90) days after the invoice date shall bear interest at the rate of one percent (1.0%) monthly, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of Guernsey.
- 8.3. Client shall not withhold amounts from Guernsey's compensation to impose a penalty or liquidated damages on Guernsey, or to offset sums requested by or paid to contractors for the cost of changes to work on the Project unless Guernsey agrees in writing or has been found liable for the amounts in a binding dispute resolution proceeding. If Client withholds amounts from Guernsey's compensation, such action shall be considered a material breach of this Agreement and grounds for termination for cause or, at Guernsey's option, cause for suspension of performance of Services under any Task Order in accordance with Article 7.1.

9. Indemnification:

- 9.1. Guernsey shall indemnify and hold Client harmless from third-party claims, demands, damages and legal expenses, including reasonable attorneys' fees recoverable under the law applicable to awards to a prevailing party, for damages to property or persons, including injury or death, but only to the extent caused by Guernsey's negligent acts, errors or omissions or the negligent acts, errors, or omissions of persons or entities for whom Guernsey is legally responsible, in the performance of the Services under this Agreement. In no event shall Guernsey be liable under this indemnification agreement for the conduct of Client or their respective officers, employees, assignees, or a person for whom Guernsey is not legally responsible. Guernsey shall have no duty under this

indemnity to provide any indemnitee with an up-front defense.

- 9.2. Client shall indemnify and hold Guernsey harmless from third-party claims, demands, damages, and expenses recoverable under the law applicable to awards to a prevailing party, for damages to property or persons, including injury or death, but only to the extent caused by Client's negligent acts, errors or omissions or the negligent acts, errors, or omissions of persons or entities for whom Client is legally responsible in the performance of work for the Project. In no event shall Client be liable under this indemnification agreement for the conduct of Guernsey, its consultants, or their respective officers, employees, assignees, or a person for whom Client is not legally responsible. Client shall have no duty under this indemnity to provide any indemnitee with an up-front defense.
- 9.3. In addition to the provisions of Article 9.2, it is acknowledged and agreed that Guernsey neither created nor contributed to any hazardous, radioactive, toxic irritant, pollutant or other dangerous substance or condition at the Project site. Accordingly, Client agrees to defend and shall indemnify and hold Guernsey harmless from and against all claims, demands, damages and expenses on account of damage to property or persons, including injury or death, arising out of the aforesaid Project Site conditions or allegations that they exist.
- 9.4. Client shall provide or arrange for marking the locations of private utilities and subsurface structures. Guernsey shall take reasonable precautions to avoid damage to utilities and subsurface structures but shall not be responsible for damage thereto not called to Guernsey's attention, not correctly marked (including by a utility location service), or shown incorrectly on plans furnished to Guernsey or in the public record.

10. Insurance:

- 10.1. Guernsey will maintain the following minimum insurance coverage limits. In the event the Client requires other insurance or other limits of liability, Guernsey's compensation shall be equitably adjusted for the additional cost made necessary by the Client's requirements.

Insurance requirements that exceed Guernsey's normal insurance coverage will be specified in Schedule D of the Task Order.

10.1.1. Workers' Compensation and Employer's Liability insurance (including occupational diseases) in accordance with the law of the state where the work is to be performed.

10.1.2. Commercial General Liability with policy limits of not less than One Million (\$1,000,000) for each occurrence and Two Million (\$2,000,000) in the aggregate for bodily injury and property damage.

10.1.3. Automobile Liability covering vehicles owned by Guernsey and non-owned vehicles used by Guernsey with policy limits of not less than One Million (\$1,000,000) per claim and Two Million (\$2,000,000) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

10.1.4. Umbrella Coverages (in addition to subparagraphs 10.1.1 and 10.1.2 of this Article 10) in an amount not less than One Million (\$1,000,000) combined.

10.1.5. Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five Million (\$5,000,000) per claim and Five Million (\$5,000,000) in the aggregate.

10.2. Upon Client's written request, Guernsey shall execute certifications and furnish certifications executed by its consultants, with respect to the documents and Services provided under this Agreement (a) that, to the best of Guernsey's or consultant's knowledge, information and belief, the documents or Services to which the certifications relate (i) are consistent with the Construction Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities governing the design of Guernsey's Portion of the Project; and (b) that the Client shall be entitled to rely upon the accuracy of the representations and

statements contained in the certifications, provided, however, that the terms certify, certifies, certificate and all variations of those terms mean an expression of Guernsey's and the applicable Guernsey consultant's professional opinion without warranty or guarantee whether express or implied.

10.3. Guernsey and its consultants shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their Services. If any lender requests Guernsey or its consultants to execute certificates, the proposed language of such certificates shall be submitted to Guernsey for review at least 14 days prior to the requested dates of execution. It is understood that Guernsey's Project Site visits during the course of construction, if any, are described in the Agreement or Task Order and may not coincide with each draw under the loan, if any, or Project completion. Certificates issued by Guernsey are ancillary to Guernsey's duties under the Agreement and are not professional services undertaken specifically for any lender's benefit. Accordingly, Guernsey is entitled to qualify and limit each certificate for the extent of Guernsey's Services and knowledge for Guernsey's Portion of the Project, which may entail only a review of construction records, including photographs and records maintained by others. Guernsey does not guarantee that actual conditions will not vary from the information available to Guernsey. If any lender requires more specific information, Guernsey will, when authorized as an Additional Service, make a Project Site visit on behalf of Client in connection with a certificate requested by the lender. Certificates are issued to convey information to lender; they may be used by lender for no other purpose and shall be used by other person for any purpose. Certificates are not issued to induce lender to grant any loan, make any disbursement or forebear lender's exercise of rights under a loan agreement. There are no intended third-party beneficiaries to any certificate issued under this Agreement.

11. Miscellaneous Provisions:

- 11.1. Each Task Order under this Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Article 6.
- 11.2. Client and Guernsey, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Except as provided in Paragraph 11.3, neither Client nor Guernsey shall assign this Agreement without the written consent of the other.
- 11.3. If the Client requests Guernsey to execute certificates, other than those requested by a lender under Paragraph 10.3., the proposed language of such certificates shall be submitted to Guernsey for review at least 14 days prior to the requested dates of execution. If the Client requests Guernsey to execute consents reasonably required to facilitate assignment to a lender, Guernsey shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to Guernsey for review at least 14 days prior to execution.
- 11.4. There are no intended third-party beneficiaries of this Agreement. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Guernsey.
- 11.5. Guernsey shall have the right to include photographic or artistic representations of the design of Guernsey's Portion of the Project among Guernsey's promotional and professional materials. Guernsey shall be given reasonable access to the completed Project to make such representations. However, Guernsey's materials shall not include the Client's confidential or proprietary information if the Client has previously advised Guernsey in writing of the specific information considered by the Client to be confidential or proprietary. Client shall provide professional credit for Guernsey in the Client's promotional materials for the Project.
- 11.6. If Guernsey or Client receives information marked "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Paragraph 11.7.
- 11.7. If Guernsey or Client receives information marked as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Paragraph 11.7.
- 11.8. Each portion of this Agreement and any Task Order hereunder is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 11.9. No course of dealing, course of performance, or failure of either party strictly to enforce any term, right or condition of this Agreement or Task Order shall be construed as a waiver of any other term, right or condition. No waiver of a breach of any provision of this Agreement shall be effective unless in writing signed by the Party against whom the waiver is sought to be enforced. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent breach of the same or any other provision.
- 11.10. This Agreement and any Task Order hereunder may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures on this Agreement and any related documents may be by facsimile or .pdf. The Parties agree that this Agreement and any related documents may be electronically signed via DocuSign, Adobe Sign or a similar electronic signature service. The Parties agree

that any electronic signature appearing on this Agreement, and any related documents, is the same as a hand-written signature for the purposes of validity, enforceability and admissibility.

11.11. No amendment to or modification of this Agreement or any Description of Service is effective unless it is in writing and signed by an authorized representative of each party.

11.12. This Agreement together with any individual Task Order and the Schedules expressly identified herein or in any Task Order constitute the entire agreement and

understanding of the parties concerning the subject matter of this Agreement, and no prior oral or written agreements or representations shall serve to modify or amend this Agreement. The terms and conditions of this Agreement are hereby incorporated into any Task Order issued hereunder.

12. Representatives: The representative authorized to act on behalf of each party will be defined in each Task Order.

WHEREFORE, this Agreement entered into as of the day and year first written above.

CLIENT

By: _____

Title: _____

ATTEST:

Secretary

C. H. GUERNSEY & COMPANY

By:  _____

Title: Executive Vice President

ATTEST:



Secretary

SCHEDULE A - SCOPE OF SERVICES

Scope of Services are defined by individual Task Orders

SCHEDULE B - COMPENSATION

Compensation is defined by individual Task Orders

SCHEDULE C - PAYMENT

Payment schedule is defined by individual Task Orders

SCHEDULE D - INSURANCE

Special insurance requirements (if any) for projects are defined by individual Task Orders

SCHEDULE E - CLAIMS AND DISPUTES

Changes in governing law (if any) and changes in claims and disputes procedures (if any) are defined by individual Task Orders

SCHEDULE F - OTHER MODIFICATIONS

The following changes to Article 6 "Claims and Disputes" is as follows:

6.1 The method of binding dispute resolution (after failed mediation) shall be litigation in State or Federal District Court in Oklahoma County, OK.

6.7 The method of binding dispute resolution (after failed mediation) shall be litigation in State or Federal District Court in Oklahoma County, OK.

6.8 The method of binding dispute resolution (after failed mediation) shall be litigation in State or Federal District Court, in Oklahoma County, OK.

6.9 No demands for Arbitration shall be made. The method of binding dispute resolution (after failed mediation) shall be litigation in State or Federal District Court, in Oklahoma County, OK.

6.10 No demands for Arbitration shall be made. The method of binding dispute resolution (after failed mediation) shall be litigation in State or Federal District Court, in Oklahoma County, OK.

6.11 No demands for Arbitration shall be made. The method of binding dispute resolution (after failed mediation) shall be litigation in State or Federal District Court, in Oklahoma County, OK.

6.12 No demands for Arbitration shall be made. The method of binding dispute resolution (after failed mediation) shall be litigation in State or Federal District Court, in Oklahoma County, OK.

6.13 No demands for Arbitration shall be made. The method of binding dispute resolution (after failed mediation) shall be litigation in State or Federal District Court, in Oklahoma County, OK.

6.14 No demands for Arbitration shall be made. The method of binding dispute resolution (after failed mediation) shall be litigation in State or Federal District Court, in Oklahoma County, OK.

SCHEDULE F - OTHER MODIFICATIONS (CONTINUED)

The following paragraph is hereby incorporated in Article 7 "Termination":

7.8 This Agreement shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This Agreement may be extended by mutual agreement of the Parties, in writing, for an additional ten (10) one-year terms.

TASK ORDER
MWC Multi-purpose Athletic Complex – Phase III

This Task Order is subject to the Agreement between City of Midwest City (Client) and C.H. Guernsey & Company (Guernsey) dated the 22nd of July, 2025 and provides supplemental Schedules for Phase III of the City of Midwest City Multi-purpose Athletic Complex.

SCHEDULE A – SCOPE OF SERVICES

Refer to Attachment A

SCHEDULE B – COMPENSATION

Refer to Attachment A

SCHEDULE C – PAYMENT

Guernsey shall submit invoices to the Client on a monthly basis for work completed

SCHEDULE D – INSURANCE

No Changes from Master Agreement

SCHEDULE E – GOVERNING LAW / DISPUTE RESOLUTION

Article 6 of Master Agreement is herewith modified, for this Task Order only, to change the dispute resolution method to litigation in State or Federal District Court in Oklahoma County, OK. Refer to Schedule F – “Other Modifications” for changes to Article 6

SCHEDULE F – OTHER MODIFICATIONS

Article 7 of Master Agreement is herewith modified, for this Task Order only, by adding paragraph 7.8. Refer to Schedule F – “Other Modifications” for addition to Article 7

The representative authorized to act on behalf of each party with respect to this Task Order are:

CLIENT

C.H. GUERNSEY & COMPANY

Name: Vaughn K. Sullivan

Name: Steve Scovel

Title: Assistant City Manager

Title: Architect - Project Manager

IN WITNESS WHEREOF, the parties hereto have executed this Task Order as of this 22ND of July, 2025.

CLIENT

C.H. GUERNSEY & COMPANY

By: _____

By:  _____

Title: _____

Title: Executive Vice President



July 8, 2025

Vaughn Sullivan

Assistant City Manager

100 N. Midwest Blvd.

Midwest City, OK 73110

vsullivan@midwestcityok.org

RE: A/E Design Services Fee Proposal
City of Midwest Phase III of the Multi-purpose Athletic Complex
2900 SE 29th Street, Oklahoma City, OK

Dear Mr. Sullivan:

Guernsey is pleased to be given the opportunity to work with the City of Midwest City (Client) on Phase III of the Multi-purpose Athletic Complex. Guernsey understands that the Client desires to enter into a Construction Manager At Risk (CMAR) project delivery approach with Lippert Brothers, Inc. acting as the CMAR. The proposed athletic complex will follow the design developed during in the Master Plan Report. In order to assist the Client with the project referenced above, Guernsey has developed project Scope of Work and design fee. The outline of the Scope of Work is as follows.

Project Scope of Work

Guernsey shall provide basic design services for Phase III of the Multi-purpose Athletic Complex (MAC) in Midwest City, OK. Based on the Master Plan Report dated December 17, 2019, an approximate construction budget of \$10 million for Phase III was established. Phase III consists of two additional parking lots on the north side of the existing parking lots completed in Phases I and II. Phase III also includes three (3) new multi-purpose sport fields similar in size and configuration of the Phase I fields and as shown on the Master Plan. Additional restrooms and concession stand, likely combined into a singular building will also be part of Phase III.

Project Scope of Services

The scope of services and fee shown below includes architectural design, structural engineering, mechanical engineering, electrical engineering, civil engineering and landscape design efforts required to complete Phase III of the complex as identified on the Master Plan Report. The construction documents will include site preparation as it relates to site clearing, rough grading and site utilities extension for Phase III. All the site utilities installed in Phase I and II were designed and installed with anticipated demands for Phase III improvements. All landscape architecture and engineering activities will be closely coordinated with appropriate personnel to assure that the design concept and the construction documents are prepared in accordance with the requirements of the City of Midwest City maintenance personnel, the City of Oklahoma City zoning ordinance. Coordination activities will include those required to ensure that private utility relocation plans are prepared by each affected utility company. The Consulting Landscape Architect and Engineer's duties during the bidding, negotiating and construction phases will be coordinated with the Client. Guernsey understands the project delivery format will be Construction Manager At Risk (CMAR) with the City of Midwest City contracting with Lippert Brothers, Inc. of Oklahoma City, OK.

In developing the Scope of Services, Guernsey understands the following should be included:

- Task 1 - Design Development Phase
- Task 2 - Construction Documents Phase
- Task 3 - Bidding and Plan Review Phase
- Task 4 - Construction Administration Phase

The Scope of Services proposed in this section is based upon our current understanding of the project, goals of the Client, and methods found to be successful from Phases I and II of the project. We also include descriptions of the Bidding and Construction Phase support services provided by our team. Bidding and Construction Support services will follow the timelines of the Client's ordinary bidding process/policies and the construction contract schedule provided by the CMAR.

Task 1 – Design Development Phase (35%)

- 1.1. *Project Management and Meetings.* Guernsey will provide project management and coordinate meetings during the design development phase of the project.
 - 1.1.1. *Kick-Off Meeting.* Following notice-to-proceed, Guernsey will conduct a kick-off meeting with key project staff from Guernsey, CMAR and Client staff. The intent is to finalize lines of communication, discuss specific tasks/project schedules, and to obtain any Client-provided data pertinent to the project that has yet to be acquired. Kick-Off Meeting will consist of a site meeting at the MAC to discuss lessons learned from previous phases of design and construction.
 - 1.1.2. *Coordination Meetings.* Guernsey will coordinate meetings between the Client, CMAR and the City of Oklahoma City, as necessary.
 - 1.1.3. *Master Plan Review Meeting.* Guernsey recommends scheduling a design review meeting with the Client and CMAR to review the original Master Plan and subsequent Phase I and Phase II construction. The purpose of this review meeting will be to address any changes since the Master Plan design was completed and any new design constraints from Phases I & II or any changes to the Master Plan for incorporation into Phase III.
- 1.2. *Survey.* A topographic survey was completed by Lemke Land Surveying, LLC on September 20, 2019. Phase I and II construction activities have altered the existing landscape on the north and south sides of the site. A new topographical survey will be conducted and will be included in the Scope of Work. Gustin Land Surveying will conduct a topographical survey of approximately 25.6 acres of disturbed land surrounding Phase I & II construction areas.
- 1.3. *Geotechnical Engineering.* A comprehensive geotechnical analysis was performed by Terracon on August 14, 2020 for Phase I. The information contained in the Terracon analysis will be sufficient for Phase III design.

1.4. Floodplain Hydraulic Modeling. A HEC-RAS Floodplain Compliance Study in compliance with FEMA and City of Oklahoma City regulations was completed by Ellen Stevens, Ph.D. on September 29, 2020. This was a comprehensive study conducted over the entirety of the Master Plan site to include Phase III construction. Assuming Phase III improvements remain within the constraints of the HEC-RAS Floodplain Compliance Study, no further HEC-RAS studies will be needed. Guernsey will establish the finished floor elevations for any proposed buildings at least one foot above the 100-year urbanized flood elevation as determined by the HEC-RAS study. Guernsey will provide runoff and detention routing calculations as required by the City of Oklahoma City.

1.5. *Design Development Plans, Specifications, and Cost Estimate (35%).*

1.5.1. *35% Plans.* Plans for Architectural, Civil, Structural, MEP and Landscaping disciplines will be developed based on the preferred layout developed in the Master Plan Report and the approved Schematic Design Phase.

1.5.2. *Specifications.* A Table of Contents of the applicable standard specifications will be provided. Technical special provisions anticipated to be required for this project will be tentatively identified and listed in the Table of Contents.

1.5.2.1. *Front End Specifications.* Client shall provide Guernsey with all edited front end specifications including, but not limited to, Notice to Bidders, General Information for Bidders, Section A “Special Provisions, Section B “General Conditions” and Section C “Construction Specifications” and all city required forms, affidavits, certifications and/or qualifications created and required by the city of Midwest City.

1.5.3. *35% Construction Cost Estimate (Not by Guernsey).* Based on the 35% design documents, the CMAR will provide a preliminary cost estimate for the improvements. Allowances and contingencies, appropriate for the level of design, may be used as necessary to identify and approximate remaining project costs.

1.5.4. *Deliverables.* Electronic PDF’s only.

Task 2 – Construction Document Phase (65%, 95% & 100% IFB)

- 2.1. *Project Management and Meetings.* Guernsey will provide project management and coordinate meetings during the preliminary report phase of the project.
 - 2.1.1. *Coordination Meetings.* Guernsey will coordinate meetings with the Client, CMAR and the City of Oklahoma City, as necessary.
- 2.2. *65% Plans, Specifications, and Estimate.* Guernsey will use Oklahoma City standards, details and specifications as appropriate and submit to the Client for approval.
 - 2.2.1. *65% Plans.* Plans for Architectural, Civil, Structural, MEP and Landscaping disciplines will be developed and submitted for review and comment.
 - 2.2.2. *65% Specifications.* Applicable standard specifications will be provided. Technical special provisions required for this project will be identified and included in the submittal.
 - 2.2.3. *65% Construction Cost Estimate (Not by Guernsey).* Based on the 65% design documents, the CMAR will provide a preliminary cost estimate for the improvements. Allowances and contingencies, appropriate for the level of design, may be used as necessary to identify and approximate remaining project costs.
 - 2.2.4. *Deliverables.* Electronic PDF's
- 2.3. *95% Plans, Specifications, and Estimates.* Guernsey will use Oklahoma City standards, details and specifications as appropriate and submit to the Client for approval.
 - 2.3.1. *95% Plans.* Plans for Architectural, Civil, Structural, MEP and Landscaping disciplines will be developed and submitted for review and comment.

- 2.3.2. *95% Specifications.* Applicable standard specifications will be provided. Technical special provisions required for this project will be identified and included in the submittal.
- 2.3.3. *95% Construction Cost Estimate (Not by Guernsey).* Based on the 95% design documents, the CMAR will provide a preliminary cost estimate for the improvements. Allowances and contingencies, appropriate for the level of design, may be used as necessary to identify and approximate remaining project costs..
- 2.3.4. *Deliverables.* Electronic PDF's
- 2.3.5. *65% & 95% Design Plan Review Meetings.* Guernsey recommends scheduling design review meetings after the Client has had an opportunity to perform an initial review of the 65% & 95% drawings, specifications and cost estimate, before the review periods have concluded. The meetings would benefit both the Client in formulating review comments as well as our understanding of those comments. At the end of the submittal reviews, Guernsey will document all comments along with the responses to those comments with emphasis on providing a plan on how Guernsey intends to respond to each comment as the design progresses to the next review cycle. Future reviews will include this same documentation process.

2.4. *Final 100% Signed & Sealed IFB Plans, Specifications, and Cost Estimate (Information for Bid).* Guernsey provide the Client with signed and sealed contract documents (drawings and technical specification) to be used as information for bidding by the CMAR.

2.4.1. *Deliverables.* Electronic PDF's

Task 3 – Bidding and Plan Review Phase

Guernsey will work with the Client to develop a bidding strategy that take into account schedule and cost impact items. Whether schedule or cost-driven, Guernsey will work with the Client to achieve a bidding strategy deemed most favorable to the City.

- 3.1. *Bidding Support.* Guernsey will assist the City with bid support services including, pre-bid meetings, contractor questions, addenda, bid review, and recommendation for the award of the construction contract.
- 3.2. *City of OKC Plan Review.* Guernsey will provide support to respond to the city of OKC plan review comments to obtain the necessary building permit for the project.

Task 4 - Construction Administration Phase

Guernsey will work with the Client to assist in providing construction administration services for the proposed project.

- 4.1. *Pre-work Conference.* Guernsey coordinate and participate in a pre-work conference with the Client and the Contractor
- 4.2. *Contractor RFI's.* Guernsey will provide responses to contractor RFI's as needed during construction.
- 4.3. *Submittals and Shop Drawings.* Guernsey will review and approve submittals and shop drawings as needed during the construction phase. (Limit of 2 per Submittal and/or Shop Drawing)
- 4.4. *Change Orders & ASI's.* Guernsey will prepare change orders and ASI's during construction. (if needed)
- 4.5. *Contractor Payment Applications.* Guernsey will review the contractor's application for payment.
- 4.6. *Construction Observation/Site Visits.* Guernsey will conduct periodic site visits during construction and provide construction site observation reports of each visit. Guernsey anticipates approximately eight (8) site observation visits over the course of the construction schedule
 - 4.6.1. *Bi-Weekly OAC Meetings.* A total of 20 owner-architect-contractor (OAC) meetings are included in this fee. The total of OAC meetings are based on a bi-weekly frequency with an anticipated ten (10) month

construction schedule. Any additional OAC meetings or extension of construction duration will be considered additional services.

4.6.2. Pre-final Site Visit. Guernsey will attend a pre-final site visit to develop a punch list to identify items that must be corrected prior to project acceptance.

4.6.3. Final Site Visit. Guernsey will attend a final site visit to confirm punch list items have been corrected.

4.7 Close Out

4.7.1. Guernsey will issue corrected as-builts per the CMAR's mark-ups

4.7.2. PDF Files. Guernsey will provide one set of PDF files with all changes noted by the CMAR upon completion of construction.

4.7.3. Guernsey will provide O&M manuals and warranties provided by CMAR.

Items not included in this scope of work:

- Geotechnical Services/Report
- Underground utilities locate services are not included in topographical survey but can include Ground Penetrating Radar (GPR) locate services for underground utilities; Add \$6,600
- HEC-RAS flood plain survey and report
- Traffic studies; acceleration/deceleration lanes and/or traffic lights
- Exhaustive investigation of existing conditions
- Any design services beyond the Architectural, Landscape Architectural, Civil, Structural, Mechanical, Electrical and Plumbing disciplines identified above
- Hazardous materials investigation
- Renderings and Animations
- PUD / Zoning Revisions.
- City of OKC plan review fees or building permit fees
- Construction Inspection & Testing Services

PROJECT DESIGN SCHEDULE (from Kick-Off Meeting):

- Task 1 Design Development Phase - 60 calendar days
- Task 2 Construction Document Phase - 180 calendar days

PROJECT FEE

Below is a detailed breakdown of Guernsey's fee by Task:

ACTIVITY	FEE
Task 1: Design Development Phase	\$96,200
Task 2: Construction Document Phase	\$319,800
Task 3: Bidding and COKC Plan Review	\$39,900
Task 4: Construction Administration	\$97,650
TOTAL PROJECT FEE	\$553,550

There may be variations that necessitate deviation from this scope. In performing the work, it may become evident that more or less effort is required, and scope modifications may be necessary. Any scope changes will be discussed with and approved by the Client prior to implementation. **Guernsey** will not accrue any out-of-scope charges without the express approval of the Client.

Thank you for the opportunity to provide the city of Midwest City with this proposal to finish the Multi-purpose Athletic Complex we started together over six years ago. Please let me know if you have any questions or concerns regarding this proposal. We look forward to continuing our long-term working relationship with the city of Midwest City.

Sincerely,

C. H. Guernsey & Company



Steve Scovel, NCARB

Sr. Project Manager

405.416.8258



2025 HOURLY RATES

PRINCIPAL/ DIRECTOR OF DESIGN	\$345
PROJECT MANAGER	\$230
PROJECT ARCHITECT	\$205
STAFF ARCHITECT/DESIGNER	\$176
PROJECT INTERIOR DESIGNER	\$149
STAFF INTERIOR DESIGNER	\$116
SPEC WRITER	\$205
GRAPHIC DESIGNER	\$153
BIM/CADD TECH	\$153
PROJECT CIVIL ENGINEER	\$255
STAFF CIVIL ENGINEER/DESIGNER	\$148
PROJECT STRUCTURAL ENGINEER	\$246
STAFF STRUCTURAL ENGINEER/DESIGNER	\$157
PROJECT MECHANICAL ENGINEER	\$197
STAFF MECHANICAL ENGINEER/DESIGNER	\$140
PROJECT ELECTRICAL ENGINEER	\$246
STAFF ELECTRICAL ENGINEER/DESIGNER	\$168
PROJECT TRANSPORTATION CIVIL ENGINEER	\$195
STAFF TRANSPORTATION CIVIL ENGINEER/DESIGNER	\$131
PROJECT ENVIRONMENTAL SCIENTIST	\$184
STAFF ENVIRONMENTAL SCIENTIST	\$119
PROJECT URBAN PLANNER	\$149
STAFF URBAN PLANNER	\$127
CONSTRUCTION ADMINISTRATION	\$176
DOCUMENT CONTROL/WORD PROCESSING	\$136
CYBERSECURITY	\$220

Reimbursables will be billed as follows:

Expenses (printing, mailing, etc.) at cost.

Mileage at the published IRS rate at issuance of each Work/Task Order.

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5555 North Grand Boulevard
Oklahoma City, OK 73112-5507
405.416.8100

guernsey.us

TASK ORDER
Storage Building Addition & Parking Canopy
Midwest City Police & Fire Training Center

This Task Order is subject to the Agreement between City of Midwest City (Client) and C.H. Guernsey & Company (Guernsey) dated the 22nd of July, 2025 and provides supplemental Schedules for Storage Building Addition and Parking Canopy for the MWC Police & Fire Training Center.

SCHEDULE A – SCOPE OF SERVICES

Refer to Attachment A

SCHEDULE B – COMPENSATION

Refer to Attachment A

SCHEDULE C – PAYMENT

Guernsey shall submit invoices to the Client on a monthly basis for work completed.

SCHEDULE D – INSURANCE

No Changes from Master Agreement

SCHEDULE E – GOVERNING LAW / DISPUTE RESOLUTION

Article 6 of Master Agreement is herewith modified, for this Task Order only, to change the dispute resolution method to litigation in State or Federal District Court in Oklahoma County, OK. Refer to Schedule F – “Other Modifications” for changes to Article 6

SCHEDULE F – OTHER MODIFICATIONS

Article 7 of Master Agreement is herewith modified, for this Task Order only, by adding paragraph 7.8. Refer to Schedule F – “Other Modifications” for addition to Article 7

The representative authorized to act on behalf of each party with respect to this Task Order are:

CLIENT

C.H. GUERNSEY & COMPANY

Name: Vaughn K. Sullivan

Name: Steve Scovel

Title: Assistant City Manager

Title: Architect – Sr. Project Manager

IN WITNESS WHEREOF, the parties hereto have executed this Task Order as of this 22nd of July, 2025.

CLIENT

C.H. GUERNSEY & COMPANY

By: _____

By:  _____

Title: _____

Title: Executive Vice President

ATTACHMENT A



July 8, 2025

Vaughn Sullivan

Assistant City Manager
100 N. Midwest Blvd.
Midwest City, OK 73110
vsullivan@midwestcityok.org

RE: A/E Design Services Fee Proposal
City of Midwest Police & Fire Training Center
Storage Building Addition and New Parking Canopy

Dear Mr. Sullivan:

Guernsey is pleased to be given the opportunity to work with the City of Midwest City (Client) on the reference project. Guernsey understands that the Client desires to enter into a Construction Manager At Risk (CMAR) project delivery approach with a pre-qualified local general contractor acting as the CMAR. The proposed project is at the MWC Police & Fire Training Center which Guernsey designed and was completed in 2023. In order to assist the Client with the project referenced above, Guernsey has developed this project Scope of Work and design fee. The outline of the Scope of Work is as follows.

Project Scope of Work

The scope of work for this project is based on the project outlined in Schedule A attached to this proposal for the Storage Building Addition and the Parking Canopy. Schedule A is the basis for this fee proposal. Additional scope of work or changes to Schedule A during design will be subject to negotiations for additional fee for additional changes made. Guernsey labor will be based on the attached Guernsey 2025 Rate Schedule.

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Project Scope of Services

Guernsey shall provide basic design services for the Police & Fire Training Center project in Midwest City, OK. The scope of services and fee shown below includes architectural design, structural engineering, mechanical engineering, plumbing engineering, electrical engineering and civil engineering efforts required to complete the project.

In developing the Scope of Services, Guernsey understands the following should be included:

Task 1 – Design Development Phase

Task 2 – Construction Documents Phase

Task 3 – Bidding and Plan Review Phase

Task 4 – Construction Administration Phase

The Scope of Services proposed in this section is based upon our current understanding of the project and goals of the Client. We also include descriptions of the Bidding and Construction Phase support services provided by our team. Bidding and Construction Support services will follow the timelines of the Client's ordinary bidding process/policies and the construction contract schedule provided by the CMAR.

Task 1 – Design Development Phase (35%)

1.1. *Project Management and Meetings.* Guernsey will provide project management and coordinate meetings during the design development phase of the project.

1.1.1. *Kick-Off Meeting.* Following notice-to-proceed, Guernsey will conduct a kick-off meeting with key project staff from Guernsey, CMAR and Client staff. The intent is to finalize lines of communication, discuss specific tasks/project schedules, and to obtain any Client-provided data pertinent to the project that has yet to be acquired. Kick-Off Meeting will consist of a site meeting at the Police & Fire Training Center to discuss lessons learned from the original design and construction project.

1.1.2. *Coordination Meetings.* Guernsey will coordinate meetings between the Client and CMAR as necessary.

1.2. *Survey.* A post construction (as-built) topographic survey was completed by MacArthur Associated Consultants on November 10, 2023. This survey memorialized the existing grade elevation upon completion of the Police & Fire Training Center construction and is suitable for design purposes for the Storage Building Addition and Parking Canopy project.

1.3. *Geotechnical Engineering.* A comprehensive geotechnical analysis was performed by ECS Southwest, LLP on February 2, 2022 for the Police & Fire Training Center. The information contained in the geotechnical analysis will be sufficient for design on this project.

1.4. *Design Development Plans, Specifications, and Cost Estimate (35%).*

1.4.1. *35% Plans.* Plans for Architectural, Civil, Structural and MEP disciplines will be developed based on an initial design concept from owner input.

1.4.2. *Specifications.* A Table of Contents of the applicable standard specifications will be provided. Technical special provisions anticipated to be required for this project will be tentatively identified and listed in the Table of Contents.

1.4.2.1. *Front End Specifications.* Client shall provide Guernsey with all edited front end specifications including, but not limited to, Notice to Bidders, General Information for Bidders, Section A "Special Provisions, Section B "General Conditions" and Section C "Construction Specifications" and all city required forms, affidavits, certifications and/or qualifications created and required by the city of Midwest City.

1.4.3. *35% Construction Cost Estimate (Not by Guernsey).* Based on the 35% design documents, the CMAR will provide a preliminary cost estimate for the improvements. Allowances and contingencies, appropriate for the level of design, may be used as necessary to identify and approximate remaining project costs.

1.4.4. *Deliverables.* Electronic PDF's only.

Task 2 – Construction Document Phase (65%, 95% & 100% IFB)

2.1. *Project Management and Meetings.* Guernsey will provide project management and coordinate meetings during the preliminary report phase of the project.

2.1.1. *Coordination Meetings.* Guernsey will coordinate meetings with the Client and the CMAR as necessary.

2.2. *65% Plans, Specifications, and Estimate.* Guernsey will use industry standards, details and specifications as appropriate and submit to the Client for approval.

2.2.1. *65% Plans.* Plans for Architectural, Civil, Structural and MEP disciplines will be developed and submitted for review and comment.

2.2.2. *65% Specifications.* Applicable standard specifications will be provided. Technical special provisions required for this project will be identified and included in the submittal.

2.2.3. *65% Construction Cost Estimate (Not by Guernsey).* Based on the 65% design documents, the CMAR will provide a preliminary cost estimate for the improvements. Allowances and contingencies, appropriate for the level of design, may be used as necessary to identify and approximate remaining project costs.

2.2.4. *Deliverables.* Electronic PDF's

2.3. *95% Plans, Specifications, and Estimates.* Guernsey will use industry standards, details and specifications as appropriate and submit to the Client for approval.

2.3.1. *95% Plans.* Plans for Architectural, Civil, Structural and MEP disciplines will be developed and submitted for review and comment.

- 2.3.2. *95% Specifications.* Applicable standard specifications will be provided. Technical special provisions required for this project will be identified and included in the submittal.
- 2.3.3. *95% Construction Cost Estimate (Not by Guernsey).* Based on the 95% design documents, the CMAR will provide a preliminary cost estimate for the improvements. Allowances and contingencies, appropriate for the level of design, may be used as necessary to identify and approximate remaining project costs..
- 2.3.4. *Deliverables.* Electronic PDF's
- 2.3.5. *65% & 95% Design Plan Review Meetings.* Guernsey recommends scheduling design review meetings after the Client has had an opportunity to perform an initial review of the 65% & 95% drawings, specifications and cost estimate, before the review periods have concluded. The meetings would benefit both the Client in formulating review comments as well as our understanding of those comments. At the end of the submittal reviews, Guernsey will document all comments along with the responses to those comments with emphasis on providing a plan on how Guernsey intends to respond to each comment as the design progresses to the next review cycle. Future reviews will include this same documentation process.

2.4. *Final 100% Signed & Sealed IFB Plans and Specifications (Information for Bid).* Guernsey provide the Client with signed and sealed contract documents (drawings and technical specifications) to be used as information for bidding by the CMAR.

2.4.1. *Deliverables.* Electronic PDF's

Task 3 – Bidding and Plan Review Phase

Guernsey will work with the Client to develop a bidding strategy that take into account schedule and cost impact items. Whether schedule or cost-driven, Guernsey will work with the Client to achieve a bidding strategy deemed most favorable to the City.

- 3.1. *Bidding Support.* Guernsey will assist the City with bid support services including, pre-bid meetings, contractor questions, addenda, bid review, and recommendation for the award of the construction contract.
- 3.2. *City Plan Review.* Guernsey will provide support to the city of Midwest City plan review comments in order to obtain a building permit for the project.

Task 4 - Construction Administration Phase

Guernsey will work with the Client to assist in providing construction administration services for the proposed project.

- 4.1. *Pre-Construction Meeting.* Guernsey coordinate and participate in a pre-work conference with the Client and the Contractor
- 4.2. *Contractor RFI's.* Guernsey will provide responses to contractor RFI's as needed during construction.
- 4.3. *Submittals and Shop Drawings.* Guernsey will review and approve submittals and shop drawings as needed during the construction phase. (Limit of 2 per Submittal and/or Shop Drawing)
- 4.4. *Change Orders & ASI's.* Guernsey will prepare change orders and ASI's during construction. (if needed)
- 4.5. *Contractor Payment Applications.* Guernsey will review the contractor's application for payment.
- 4.6. *Construction Observation/Site Visits.* Guernsey will conduct periodic site visits and provide construction site observation reports for each visit..
 - 4.6.1. *Bi-Weekly OAC Meetings.* A total of 16 OAC meetings are included in the fee. The OAC meeting total is based on an a bi-weekly frequency with an anticipated eight month construction schedule. Any additional site visits will be considered additional services.

4.6.2. Pre-final Site Visit. Guernsey will attend a pre-final site visit to develop a punch list to identify items that must be corrected prior to project acceptance.

4.6.3. Final Site Visit. Guernsey will attend a final site visit to confirm punch list items have been corrected.

4.7 Close Out

4.7.1. Guernsey will issue corrected as-builts per the CMAR's mark-ups

4.7.2. PDF Files. Guernsey will provide one set of PDF files with all changes noted by the CMAR upon completion of construction.

4.7.3. Guernsey will provide O&M manuals and warranties provided by CMAR.

Items not included in this scope of work:

- Geotechnical Services
- Topographical Survey
- Landscape Architectural Design Services
- Exhaustive investigation of existing conditions
- Any design services beyond the Architectural, Civil, Structural, Mechanical, Electrical and Plumbing disciplines identified above
- Hazardous materials investigation
- Renderings and Animations
- PUD / Zoning Revisions.
- City of MWC plan review fees or permitting fees
- Construction Inspection & Testing Services

PROJECT DESIGN SCHEDULE (from Kick-Off Meeting):

- Task 1 Design Development Phase – 45 calendar days
- Task 2 Construction Document Phase – 120 calendar days

PROJECT FEE

Below is a detailed breakdown of Guernsey's fee by Task:

ACTIVITY	FEE
Task 1: Design Development Phase	\$16,600
Task 2: Construction Document Phase	\$45,650
Task 3: Bidding and Plan Review Phase	\$4,150
Task 4: Construction Administration	\$16,600
TOTAL PROJECT FEE	\$83,000

There may be variations that necessitate deviation from this scope. In performing the work, it may become evident that more or less effort is required, and scope modifications may be necessary. Any scope changes will be discussed with and approved by the Client prior to implementation. **Guernsey** will not accrue any out-of-scope charges without the express approval of the Client.

Thank you for the opportunity to provide the city of Midwest City with this proposal to finish the Multi-purpose Athletic Complex we started together over six years ago. Please let me know if you have any questions or concerns regarding this proposal. We look forward to continuing our long-term working relationship with the city of Midwest City.

Sincerely,

C. H. Guernsey & Company



Steve Scovel, NCARB

Sr. Project Manager

405.416.8258

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Oklahoma City, OK 73112-5507
405.416.8100

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Schedule A

Scope of Work

Storage Building Addition:

Div 02 - Demolition

- Saw cut, demo, and haul off 36' x 58' (2,088 sq. ft.) of existing paving.

Div 03 - Concrete Foundation & Floor

- 164 lin. ft. of continuous 16" x 18" grade beam footing with four (4) #5 rebar on #3 stirrups @ 24" o.c.
- Six (6) 3'-6" x 3'-6" x 18" concrete spread piers with #5 rebar mats.
- 34'-4" x 48'-0" x 5" 3500 psi Concrete Slab with #4 rebar 18" o.c. on sand cushion, including a 8'-0" x 35'-0" concrete apron.
- Smooth steel trowel finish with necessary relief joints.

Div 07 - Insulation

- Roof Insulation shall be 9" thick "Simple Saver Roof Insulation System".
- Wall Insulation shall be 4" R-13 MBI faced with reinforced vinyl.

Div 08 - Overhead Doors

- Two (2) 12'-0" x 10'-0" Cornell Thermiser Insulated Coiling doors with weather stripping and chain hoist operators.
- One (1) 12'-0" x 14'-0" Cornell Thermiser Insulated Coiling door with weather stripping and chain hoist operator.

Div 26 - Electrical

- Furnish and install the following electrical components and devices powered from the existing electrical service panel:
- Four (4) 120v duplex outlets
- One (1) Suspended Unit Heater connection.
- Two (2) Exterior wall-packs with photocell controls.
- One (1) Exit light.

Div 23 - Mechanical

- One (1) 150,000 btu suspended gas fired Unit Heater with piping and thermostat.

Schedule A (con't)

Div 13 - Pre-Engineered Building

- One (1) 34'-4" - 0" x 48'- 0" x 18'- 10" (SS) Single Slope Flush Frame
- Pre-engineered Building with the following criteria, accessories, and conditions:
- 20 psf. Live Load, 109 mph Exp. "C" Wind Load & 3# psf. collateral Load.
- Two (2) bays at 24'-0" with a 1/12 roof pitch.
- Roof shall be 26 ga. "Standing Seam" with UL 90 Wind Uplift Rating in SMP color.
- Two (2) 12'-0" x 10'-0" framed openings.
- One (1) 3070 insulated steel walk-in door with hardware.
- Interior walls shall have an 8'-0" high colored FW-120 Liner Panel with cap trim.
- Existing 16'-0" wide "Lean-To" Endwalls shall be enclosed with wall framing girts and 26 ga. "PBU" panels in color. Included shall be one (1) 12'-0" x 14'-0" framed opening.

New Parking Canopy:

Div 02 - Demolition

- Saw cut, demo, and remove existing concrete for Canopy piers.

Div 03 - Concrete Foundation & Floor

- Excavate and pour eighteen (18) 18" x 4'-0" deep concrete piers reinforced with four (4) #5 vertical rebar.
- Anchor bolts and setting included.

Div 13 - Pre-Engineered Building Canopy

- One (1) 20'- 0" x 150'- 0" x 11'-8" High Side (SS) Single Slope Flush Frame Pre-engineered Canopy with the following criteria, accessories, and conditions:
- 20 psf. Live Load, 109 mph Exp. "C" Wind Load & 3# psf. collateral Load.
- Seven (7) bays at 20'-0" and one (1) bay at 10'-0" with a 1/12 roof pitch.
- Roof shall be 26 ga. "PBR" with UL 90 Wind Uplift Rating in SMP color.
- Included on the East and West sides shall be a 2'-0" overhang projection. (No soffit Panel provided).

Div 26 - Electrical

- Furnish and install LED lighting controlled by PC.



2025 HOURLY RATES

PRINCIPAL/ DIRECTOR OF DESIGN	\$345
PROJECT MANAGER	\$230
PROJECT ARCHITECT	\$205
STAFF ARCHITECT/DESIGNER	\$176
PROJECT INTERIOR DESIGNER	\$149
STAFF INTERIOR DESIGNER	\$116
SPEC WRITER	\$205
GRAPHIC DESIGNER	\$153
BIM/CADD TECH	\$153
PROJECT CIVIL ENGINEER	\$255
STAFF CIVIL ENGINEER/DESIGNER	\$148
PROJECT STRUCTURAL ENGINEER	\$246
STAFF STRUCTURAL ENGINEER/DESIGNER	\$157
PROJECT MECHANICAL ENGINEER	\$197
STAFF MECHANICAL ENGINEER/DESIGNER	\$140
PROJECT ELECTRICAL ENGINEER	\$246
STAFF ELECTRICAL ENGINEER/DESIGNER	\$168
PROJECT TRANSPORTATION CIVIL ENGINEER	\$195
STAFF TRANSPORTATION CIVIL ENGINEER/DESIGNER	\$131
PROJECT ENVIRONMENTAL SCIENTIST	\$184
STAFF ENVIRONMENTAL SCIENTIST	\$119
PROJECT URBAN PLANNER	\$149
STAFF URBAN PLANNER	\$127
CONSTRUCTION ADMINISTRATION	\$176
DOCUMENT CONTROL/WORD PROCESSING	\$136
CYBERSECURITY	\$220

Reimbursables will be billed as follows:

Expenses (printing, mailing, etc.) at cost.

Mileage at the published IRS rate at issuance of each Work/Task Order.

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Oklahoma City, OK 73112-5507
405.416.8100

guernsey.us



City Attorney, Donald D. Maisch

100 N. Midwest Boulevard

Midwest City, OK 73110

DMaisch@midwestcityok.org

Office: 405.739.1203

www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the Midwest City Council

From: Donald D. Maisch, City Attorney

Date: July 22, 2025

RE: Discussion, consideration, and possible action of approving a resolution stating the official position of the City of Midwest City to oppose the determination of the Oklahoma Department of Public Safety to not patrol State Highways in metropolitan areas. (D. Maisch – City Attorney).

The resolution states the official position of the City of Midwest City to oppose the determination of the Oklahoma Department of Public Safety to not patrol State Highways in metropolitan areas. The resolution would be disseminated to the Commissioner of Public Safety, the Chief of the Highway Patrol, Senator Brenda Stanley, Representatives Rob Manger and Max Wolfley, Speaker of the House, President Pro Tempore of the Senate and publicly.

Approval is at the discretion of the City Council.

Respectfully submitted,

Donald D. Maisch
City Attorney

1 **THEREFORE**, be it further Resolved by the Midwest City Council, that this Resolution be
2 transmitted to:

3
4 Tim Tipton, Commissioner of the Oklahoma Department of Public Safety;
5 Joe Williams, Chief of the Highway Patrol;
6 Oklahoma State Senator Brenda Stanley;
7 Oklahoma State Representative Rob Manger;
8 Oklahoma State Representative Max Wolfley;
9 Oklahoma Governor J. Kevin Stitt
10 Speaker of the Oklahoma House of Representatives Anthony Moore;
11 President Pro Tempore of the Oklahoma State Senate Lonnie Paxton; and
12 be publicly disseminated.

13
14 PASSED AND APPROVED by the City Council of the City of Midwest City, Oklahoma, and
15 signed by the Mayor this 22nd day of July, 2025.

16
17 **THE CITY OF MIDWEST CITY, OKLAHOMA**

18
19
20
21 _____
22 MATTHEW D. DUKES, II, Mayor

23 ATTEST:

24
25
26 _____
27 SARA HANCOCK, City Clerk

28
29
30 Approved as to form and legality this 22nd day of July, 2025.

31
32
33 _____
34 DONALD D. MAISCH, City Attorney



The City Of Midwest City Neighborhood Services Department

Code Enforcement • Neighborhood Initiative
8726 SE 15th Street, Midwest City, OK 73110
(405)739-1005

Date: July 22, 2025

To: Honorable Mayor and City Council

From: Mike S. Stroh, Neighborhood Services Director

Subject: Public hearing with discussion, consideration and possible action of an appeal filed by the owner of the property located at 8533 NE 15th Street for the notice and order to abate Tall Grass & Weeds.

Midwest City Ordinance 27-8 (c) and Title 11 of the Oklahoma State Statutes Section 22-111 A-7, states that the property owner and/or responsible party have a right to request a hearing before the city council. The owner filed a request for an appeal/hearing on June 16, 2025, for the Notice and Order to abate tall grass and weeds on the property located at 8533 NE 15th Street.

Midwest City Ordinance 27-1 Definitions (cc), Weeds means all vegetation at any state of maturity which exceeds twelve (12) inches in height except healthy trees, shrubs or produce for human consumption grown in a tended and cultivated garden; and means all vegetation, regardless of height or purpose, which, by its density and location:

- (1) Interferes with mowing of weeds;
- (2) Harbors, conceals or invites deposits or accumulation of trash, rodents or vermin;
- (3) Constitutes a fire hazard;
- (4) Exhales unpleasant or noxious odors;
- (5) Is dead or diseased; or
- (6) Is contagious and can or does create a health hazard.

Midwest City Ordinance 27-27 (a) and Title 11 of the Oklahoma State Statutes Section 22-111 A-1 and Title 11 of the Oklahoma State Statutes Section 22-111 B, states that any subsequent accumulations of trash or excessive weeds or grass growth on the property occurring within a six (6) month period may be declared a nuisance and may be summarily abated without further prior notice to the property owner.

I have attached a copy of the Notice and Order posted on the front door of the property, copy of the Notice and Order mailed to the owner, current copy of Oklahoma County Assessor record, copy of pictures of the property taken on June 6, 2025, and the appeal/hearing request.

I mailed a copy of everything attached to the owner per the Oklahoma County Assessor.

Staff believes that all procedures were followed correctly. If Council agrees with staff, we want the owner to know that we will not give another notice before we send our contractor to abate the violation. Action is at the discretion of the Council.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director



The City of Midwest City
Neighborhood Services Department
Code Enforcement - Neighborhood Initiative - Property Maintenance
Notice and Order

Case #: CE-25-03654 - Tall Grass & Weeds

8533 NE 15TH ST, 73110

June 06, 2025

This warning is to advise you that you are in violation of Midwest City Ordinance Article II Weeds and Trash as enumerated in Section 27. In so much as you have failed to keep your property located at 8533 NE 15TH ST, 73110 cleared of tall grass & weeds. MCO Section 27 states in part: Whenever the city determines that weeds 12 inches or greater (per IPMC 302.4) are on property within the city, the city shall notify the owner and/or responsible part of the property to cut, remove or destroy any and all weeds from the property. You will have 10 days from the date of this notice, to correct this violation. Any further accumulations of tall grass & weeds on the owners property occurring within six (6) months after the clearing of tall grass & weeds on the property pursuant to such notice, may be summarily abated by the City; that the costs of such abatement shall be assessed against the owner; and that a lien may be imposed on the property to secure such a payment, all without further prior notice to the property owner. In addition, a complaint or complaints may be filed against such owner in Municipal Court, and may be fined in an amount not to exceed five hundred dollars (\$500.00), plus court costs, or both abatement and complaint. If you do not understand the violation, or if you wish to appeal the notice, please contact our office, 405.739.1005.

Comments: Please mow and continue to maintain any tall grass and weeds on property; to include: front, back, sides, right of way and all the way to the street. 405-739-1012; ecummings@midwestcityok.org. Especially bar ditch- thank you!

Elyse Cummings



The City of Midwest City
Neighborhood Services Department
Code Enforcement - Neighborhood Initiative - Property Maintenance

Notice and Order

June 09, 2025

Property Owner:
COOLEY DEWAYNE L
8533 NE 15TH ST
MIDWEST CITY, OK 73110

Description of Property:

Violation Address: 8533 NE 15TH ST, 73110

Tax Roll #: R154159200

Legal Description: CRUTCHO GARDENS SUB 006 007

Case #: CE-25-03654 - Tall Grass & Weeds

Midwest City Ordinance (MCO) Article II Section 27 states in part: Whenever the city determines that weeds or trash are on property within the city, the city shall notify the owner and/or responsible party of the property to cut, remove or destroy any and all weeds and/or clean and remove all trash from the property. If the owner and/or responsible party of the property fails or refuses to do so, the city may cut, remove or destroy any and all weeds and/or may clean and remove all trash from the property. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Trash means refuse of all types and garbage as defined under the International Property Maintenance Code, excluding rubbish, including but not limited to, garbage, street debris, dead animals, market and industrial wastes, paper, wrapping, cigarettes, cardboard, tin cans, treated or synthetic wood and wood composites, glass, bedding, crockery, furniture, appliances, litter, tires, dead animal renderings, clothing, boxes, rags, rubber, leather, metallic items, household debris and useless or uncared for matter whether in solid or liquid form. If the above listed violation is not abated within 10 days from the date of this notice, the city may abate the nuisance by clearing such grass/weeds and trash/debris with the cost of such clearing to be assessed to the owner or responsible party of the property. Any overgrown grass/weeds or accumulations of trash/debris anywhere on the owners property occurring within six (6) months after the removal of grass/weeds or trash/debris on the property pursuant to such notice, may be summarily abated, whether abated by the City or owner/occupant or agent, or by the municipal governing body; and that the costs of such abatement shall be assessed against the owner; and that a lien may be imposed on the property to secure such payment, all without further prior notice to the property owner. In addition, a complaint or complaints may be filed against such owner in Municipal Court, and may be fined in an amount not to exceed five hundred dollars (\$500.00), plus court costs, or both abatement and complaint. Until paid, such cost shall constitute a debt to the city collectible in any manner as provided under local or state laws, including the filing of a lien, or other available debt collection remedies. In addition, a complaint or complaints may be filed against such owner in Municipal Court, or both abatement and complaint. If you do not understand the violation, or if you wish to appeal the notice, please contact our office, 405.739.1005, within ten days of the date of this notice.

Help us to make Midwest City a cleaner place.

Comments: Please mow and continue to maintain any tall grass and weeds on property; to include: front, back, sides, right of way and all the way to the street. 405-739-1012; ecummings@midwestcityok.org. Especially bar ditch- thank you!

Elyse Cummings
Code Enforcement Officer



**DID YOU
KNOW?**

**Public schools receive more than
71% of your property
tax dollar?**

[Read more](#)

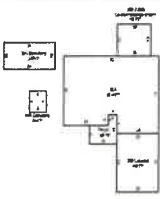
Larry Stein Oklahoma County Assessor (405) 713-1200 - Public Access System

Home Contact Us Guest Book Map Search New Search

Real Property Display - Screen Produced 6/30/2025 11:09:59 AM

Account: R154159200	Type: Residential		Location:	8533 NE 15TH ST
Building Name/Occupant:			<input type="button" value="Map Parcel"/>	MIDWEST CITY
Owner Name 1:	COOLEY DEWAYNE L		Parcel PIN#:	2502-15-415-9200
Owner Name 2:			1/4 section #:	2502
Owner Name 3:			Parent Acct:	
Billing Address:	8533 NE 15TH ST		Tax District:	<input type="button" value="TXD 589"/>
City, State, Zip	MIDWEST CITY, OK 73110		School System:	Oklahoma City #89
Country: (If noted)			Land Size:	0.6800 Acres
<input type="button" value="Personal Property"/>	Land Value: 26,520	<input type="button" value="Treasurer:"/>	<input type="button" value="Click to View Taxes"/>	
Sect 26-T12N-R2W Qtr SE	CRUTCHO GARDENS SUB Block 006 Lot 007	<input type="button" value="Subdivision Sales"/>		

Full Legal Description: CRUTCHO GARDENS SUB 006 007

Photo & Sketch (if available)	Comp Sales (ordered by relevancy)	Comp Report	
 	8709 NE 10TH ST MIDWEST CITY, OK	04/08/2024	\$150,000
	1409 N DOUGLAS BLVD MIDWEST CITY, OK	05/09/2022	\$135,000
	4212 BONAPARTE BLVD MIDWEST CITY, OK	05/26/2023	\$220,000
	4122 BONAPARTE BLVD MIDWEST CITY, OK	08/02/2024	\$225,000
	1125 N SAINT JOHN AVE MIDWEST CITY, OK	03/23/2022	\$140,000
	2209 N SPENCER RD MIDWEST CITY, OK	08/25/2022	\$115,000

Value History (*The County Treasurer 405-713-1300 posts & collects actual tax amounts. [Contact information HERE](#))

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2025	190,500	118,208	13,002	1,000	12,002	116.11	\$1,394	\$1,039
2024	185,500	114,766	12,623	1,000	11,623	116.11	\$1,350	\$1,020
2023	138,000	111,424	12,255	1,000	11,255	115.66	\$1,302	\$454
2022	130,000	108,179	11,898	1,000	10,898	110.02	\$1,199	\$374
2021	117,500	105,029	11,552	1,000	10,552	109.95	\$1,160	\$261

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Property Account Status/Adjustments/Exemptions

Account #	Grant Year	Exemption Description	Amount
R154159200	2020	3% Cap Homestead	0
R154159200	2019	Homestead	1,000

Property Deed Transaction History (Recorded in the [County Clerk's Office](#))

Date	Type	Book	Page	Price	Grantor	Grantee
12/7/2018	<input type="button" value=">"/>	Deeds	13915 1103	0	WEBB ALBERT L	WEBB ALBERT L
12/7/2018	<input type="button" value=">"/>	Deeds	13915 1107	95,000	WEBB ALBERT L	COOLEY DEWAYNE L
4/27/2001	<input type="button" value=">"/>	Deeds	8076 359	70,500	TERRELL RICKY D & JENNIFER K	WEBB ALBERT L
9/1/1986	<input type="button" value=">"/>	Historical	5519 1690	0	SLIGER VIRGINIA LEE	TERRELL RICKY D & JENNIFER K
10/1/1979	<input type="button" value=">"/>	Historical	4612 326	0		SLIGER VIRGINIA LEE

Last Mailed Notice of Value (N.O.V.) Information/History

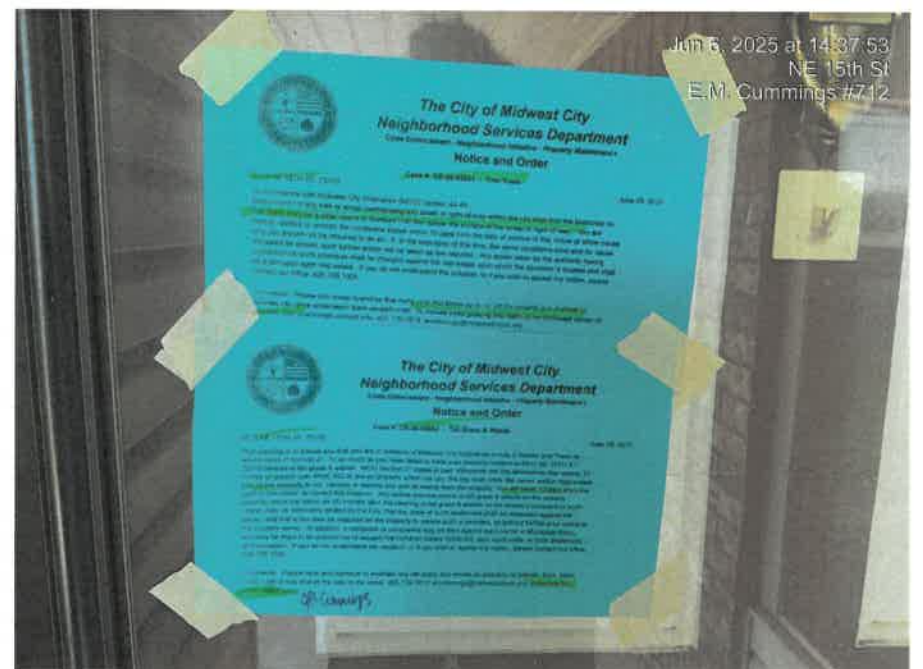
Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2025	02/14/2025	190,500	118,208	13,002	1,000	12,002
2024	02/13/2024	185,500	114,766	12,623	1,000	11,623
2023	02/14/2023	138,000	111,424	12,255	1,000	11,255

Jun 6, 2025 at 14:36:20
NE 15th St
E.M. Cummings #712



Jun 6, 2025 at 14:36:26
NE 15th St
E.M. Cummings #712





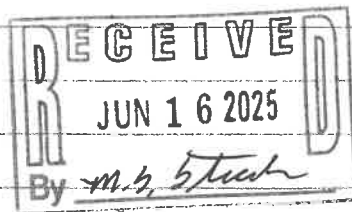


Notice and Order Case# CE-25-03654

I dispute this notice because the City of Midwest City has created an unsafe working environment. The bar ditch in question, at one time had gentle slopes on each side, it was easy to keep mowed. The city then took it upon themselves to come out and dig the ditch very deep with almost vertical sidewalls. This action made it impossible to mow the majority of the ditch.

Dewayne Cooley
Dewayne Cooley

6-13-25
8533 N.E. 15 St. 73110



To: Honorable Mayor and Council

From: Matt Summers, Community Development Director

Date: July 22, 2025

Subject: (PC-2218) Public hearing, discussion, consideration, and possible action on an ordinance to abandon the Planned Unit Development (“PUD”) and nullify the PUD Master Plan and rezone to the underlying Medium Density Residential District (“R-MD”) under Section 7.3.4. (A) of Appendix A of the Midwest City Municipal Code, for the property located at 2222 N. Douglas Blvd., Midwest City, Oklahoma.

Executive Summary: The Applicant is abandoning the PUD concept and nullifying the PUD master plan under Section 7.3.4. (A) of the Zoning Regulations. As part of this request, as specified by ordinance, the Applicant is seeking to rezone the site to its underlying R-MD zoning.

An application to rezone the site was heard by City Council in March 2025 (PC-2206).

The R-MD District allows for various residential use types; Single-family detached residential dwellings, two-family attached residential dwellings (duplexes), townhouses (single-family attached), and multi-family residential dwellings with a maximum density of twenty (20) dwelling units per acre.

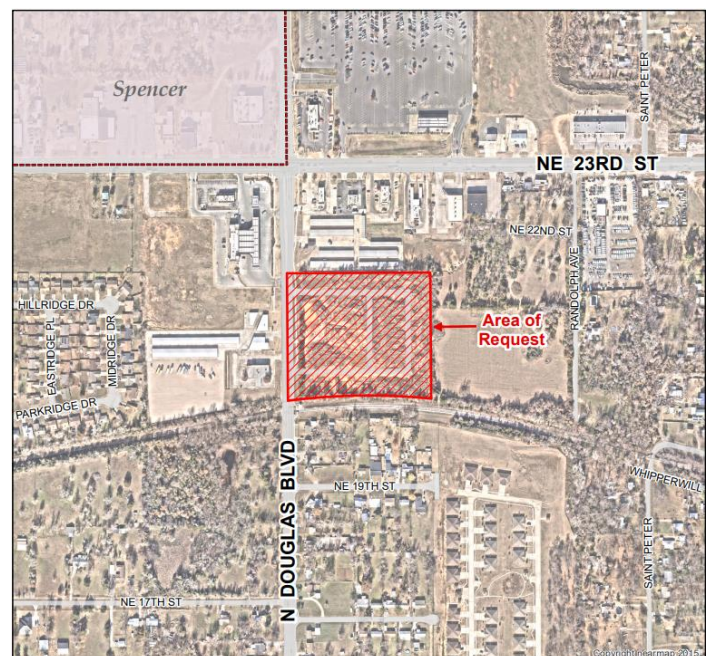
The location abuts an arterial road, and a public transportation stop is less than 400 ft. from the subject property. The proposed zoning district is supported by the Comprehensive Plan. The property is situated where residents could walk to local business for work or daily conveniences or take the public transportation available to the area.

Both state and local notification requirements were met. At the time of this writing, Staff received one phone call regarding this case. The caller expressed concerns about the proposed zoning and traffic on N. Douglas Blvd.

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

The Planning Commission unanimously recommended approval of this application.

Action is at the discretion of the City Council.



Dates of Hearing:

Planning Commission- July 1, 2025

City Council- July 22, 2025

Date of Pre-Application Meeting: April 28, 2025

Council Ward: Ward 5, Sara Bana

Owner: Rita Baron (Raga Properties, LLC)

Applicant: Rita Baron (Raga Properties, LLC)

Proposed Use: Medium Density Residential

Size: The subject property has a frontage of approximately 586 feet off N. Douglas Blvd., a depth of 659 feet, and contains an area of 376,280 square feet, more or less.

Development Proposed by Comprehensive Plan:

Area of Request:	Medium Density Residential
North:	Commercial Land Use
South:	Single-Family Detached Land Use
East:	Single-Family Detached Land Use
West:	Office/Retail Land Use

Zoning Districts:

Area of Request:	PUD, Planned Unit Development
North:	C-3, Community Commercial District
South:	R-6, Single-Family Detached Residential District
East:	R-MH-2, Manufactured Home Park District
West:	C-3, Community Commercial District

Land Use:

Area of Request:	Vacant
North:	StoreLocal Storage
South:	Starview Heights Addition
East:	AutoZone Auto Parts; Vacant
West:	On Cue; StoreLocal Storage; A-1 Accounting & Tax Service

Comprehensive Plan Citation:

Medium Density Residential

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.

The subject property has a Future Land Use designation of Medium Density Residential. The Comprehensive Plan further indicates medium density residential should be:

- A buffer between single-family residential development and higher intensity uses such as commercial or multi-family residential;
- A buffer between single-family residential and major thoroughfares and collector roads;

- Located along arterial or collector roadways.

Based on the Future Land Use Map and the supporting locational information for medium density residential, this application is supported by the Comprehensive Plan.

Municipal Code Citation:

2.9. R-MD, Medium Density Residential District

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

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

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

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

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

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

History:

1. The parcel was zoned R-MH-2, Residential Mobile Home Park District, with the adoption of the 1986 Zoning Map.
2. The Planning Commission recommended denial of a PUD request June of 2018.
3. The City Council tabled the item June of 2018.
4. A revised PUD was submitted, and the Planning Commission reheard the item and recommended approval in August of 2018.
5. (PC-1953) City Council approved the revised PUD August of 2018.
6. The PUD Master Design Statement expired August of 2021.
7. (PC-2206) City Council denied an application to rezone the property in March of 2025.

Next Steps:

If Council approves this rezone, the applicant or subsequent property owner can proceed with the applicable platting process. A pre-application meeting is required before a plat application can be filed.

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 example. This is a rezoning application, and the construction references are provided to make the applicant

and subsequent developers of this property aware of their applicability as they relate to the future development or redevelopment of this property.

Engineering Staff Comments:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

There is a public water main bordering the proposed parcel, a twelve (12) inch line along the west side of Douglas Boulevard. 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 along the west side of Douglas Boulevard. Any new building permit will require tying into the public sewer system as outlined in the Municipal Code 43-109.

Streets and Sidewalks

Access to the parcel is from Douglas Boulevard. Douglas Boulevard is classified as a primary arterial road in the 2008 Comprehensive Plan. Public road and sidewalk improvements are not required as part of this application.

Drainage and Flood Control, Wetlands, and Sediment Control

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

Easements and Right-of-Way

No further easements or right of way are not required with this application.

Fire Marshal's Comments:

New and existing construction shall comply with all Midwest City Fire Codes and Ordinances, the 2018 International Fire Code (IFC), the 2018 International Building Code (IBC), and the National Fire Codes.

Public Works' Comments:

More notes will be provided at the platting stage. The notes provided are intended to inform the Applicant of requirements, but subject to additional comments and evaluation at platting stage.

Line Maintenance

Water

- Any required water main extension shall be a designed looped system to eliminate dead ends. Fire hydrant locations shall be installed per Midwest City Municipal Code Section 15-22.
- Water main extension plans shall be approved by Oklahoma Department of Environmental Quality ("ODEQ") and Midwest City prior to Line Maintenance approval of building permit(s).
- Fire hydrant locations shall be installed per Midwest City Municipal Code Section 15-22. Clearance around fire hydrants shall be installed per Midwest City Municipal Code Sections 12-20 and 43-54 (b).
- Ordinance No. 3552 shall be observed regarding separate water meters where applicable.
- Water meter(s) shall be installed in "green belt" per Midwest City Municipal Code Section 43-54.

*Two-foot horizontal green belt buffer zone and vertical clearance zone of five feet.

Sewer

- Sanitary sewer is available to the property; however, an extension may be required. The applicant shall be responsible for communicating the anticipated daily sewer discharge and impact to lift station.
- Sewer main extension/relocation plans shall be approved by the Oklahoma Department of Environmental Quality and City of Midwest City prior to Line Maintenance approval of building permit(s).
- Sewer manhole clearance shall meet Midwest City Municipal Code Section 43-106 (b).

Landscaping

Protection of Utilities.

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

Distance from fireplugs.

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

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

Planning Division:

The Applicant is abandoning the PUD concept and nullifying the PUD master plan under Section 7.3.4. (A) of the Zoning Regulations. As part of this request, as specified by ordinance, the Applicant is seeking to rezone the site to its underlying R-MD zoning.

The subject property is currently vacant. The R-MD District allows for various residential use types; Single-family detached residential dwellings, two-family attached residential dwellings (duplexes), townhouses (single-family attached), and multi-family residential dwellings.

The location abuts an arterial road, and a public transportation stop is less than 400 ft. from the subject property. The proposed zoning district is supported by the Comprehensive Plan. The property is situated where residents could walk to local business for work or daily conveniences or take the public transportation available to the area.

If this application is approved, all development regulations for the R-MD district shall be observed including all applicable masonry, parking, landscaping, and screening requirements. The property will need to be platted prior to the issuance of a building permit.

Staff received a phone call from a neighboring property owner who expressed concerns about the potential use of the subject property under the proposed R-MD zoning district as well as concerns about the traffic on N. Douglas Blvd.

Action is at the discretion of the Council.

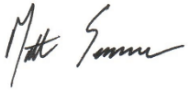
Action Required:

Approve or reject the ordinance to abandon the Planned Unit Development (“PUD”) and nullify the PUD Master Plan and rezone to the underlying Medium Density Residential District (“R-MD”) for the property noted herein, subject to staff comments as found in the July 22, 2025, City Council agenda packet and made part of the PC-2218 file.

Suggested Motion:

“To approve the ordinance redistricting 2222 N. Douglas Blvd. to the Medium Density Residential District subject to staff comments found in the July 22, 2025, City Council agenda packet and made part of the PC-2218 file.”

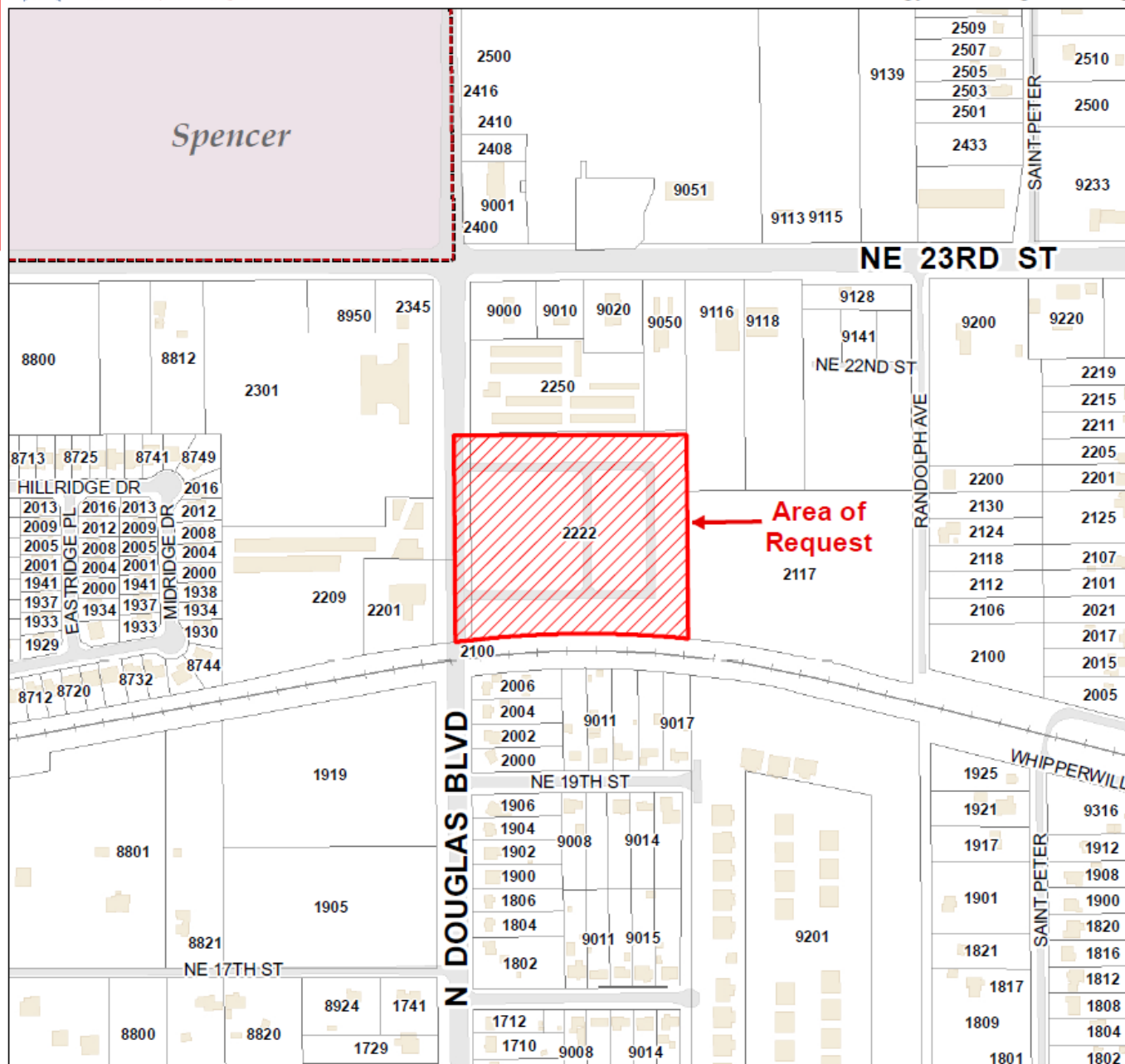
Please feel free to contact the Community Development Department at (405) 739-1228 with any questions.

A handwritten signature in black ink, appearing to read "Matt Summers".

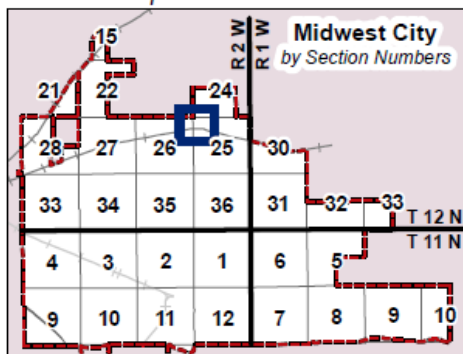
Matt Summers, AICP
Community Development Director



GIS- Information Technology/ Planning & Zoning



Locator Map



General Map Legend

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

**GENERAL MAP FOR
PC-2218
(NW/4, Sec 25, T12N, R2W)**



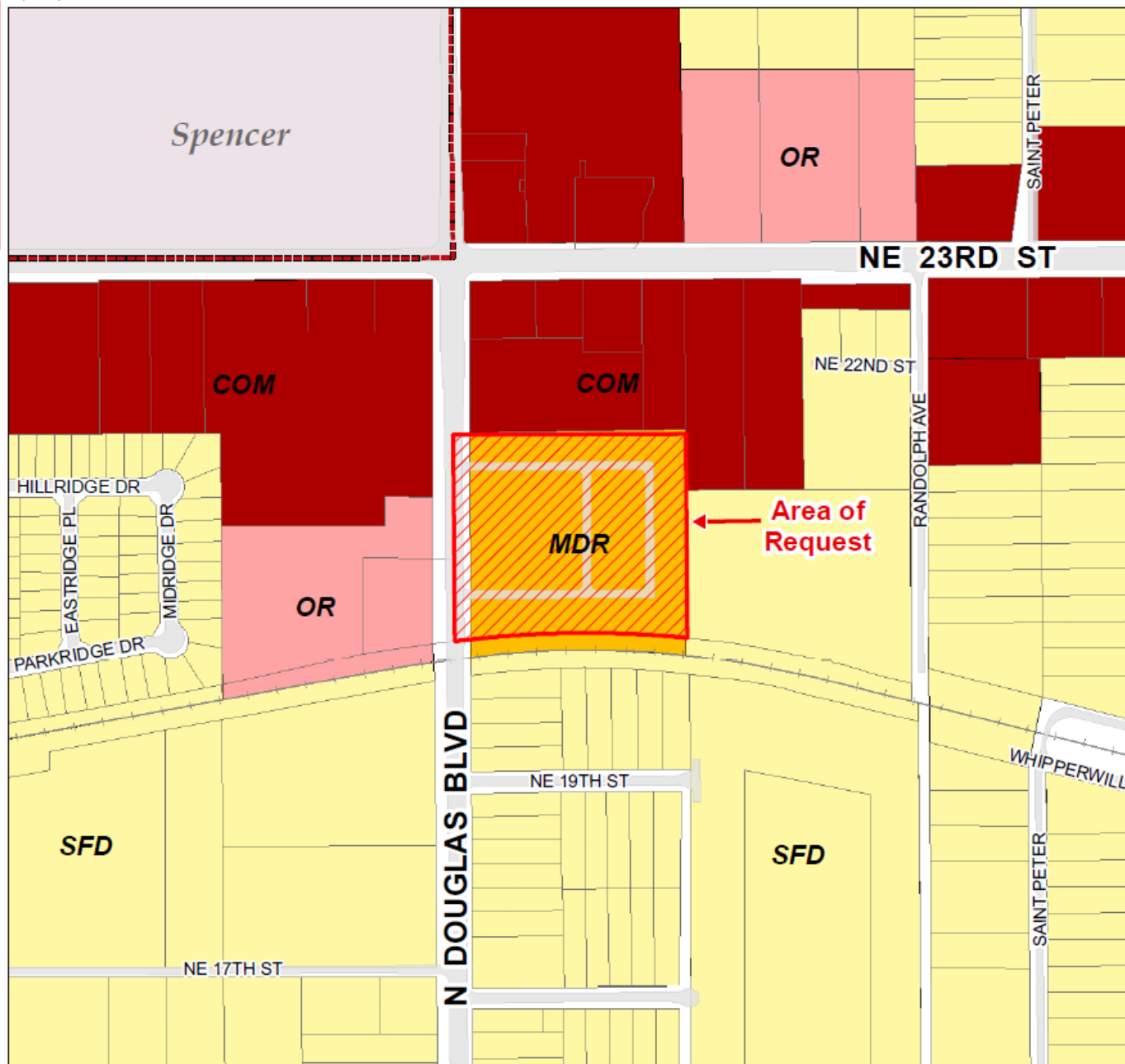
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On 8.5" x 11" paper 1 inch = 400 feet

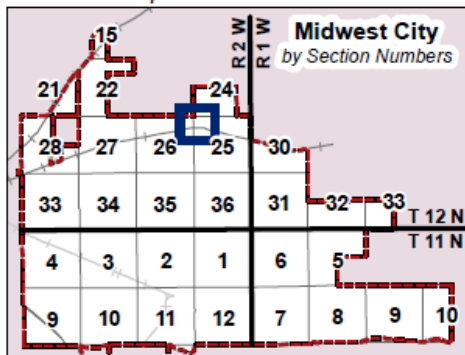
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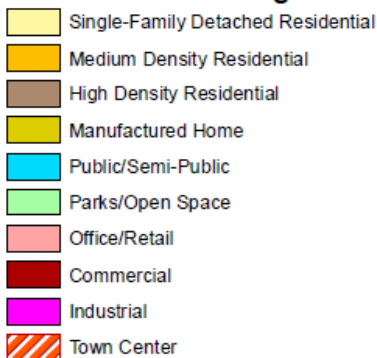
GIS- Information Technology/ Planning & Zoning



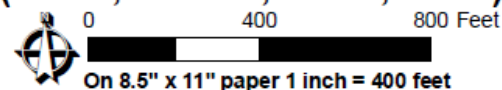
Locator Map



Future Land Use Legend



FUTURE LAND USE MAP FOR PC-2218 (NW/4, Sec 25, T12N, R2W)

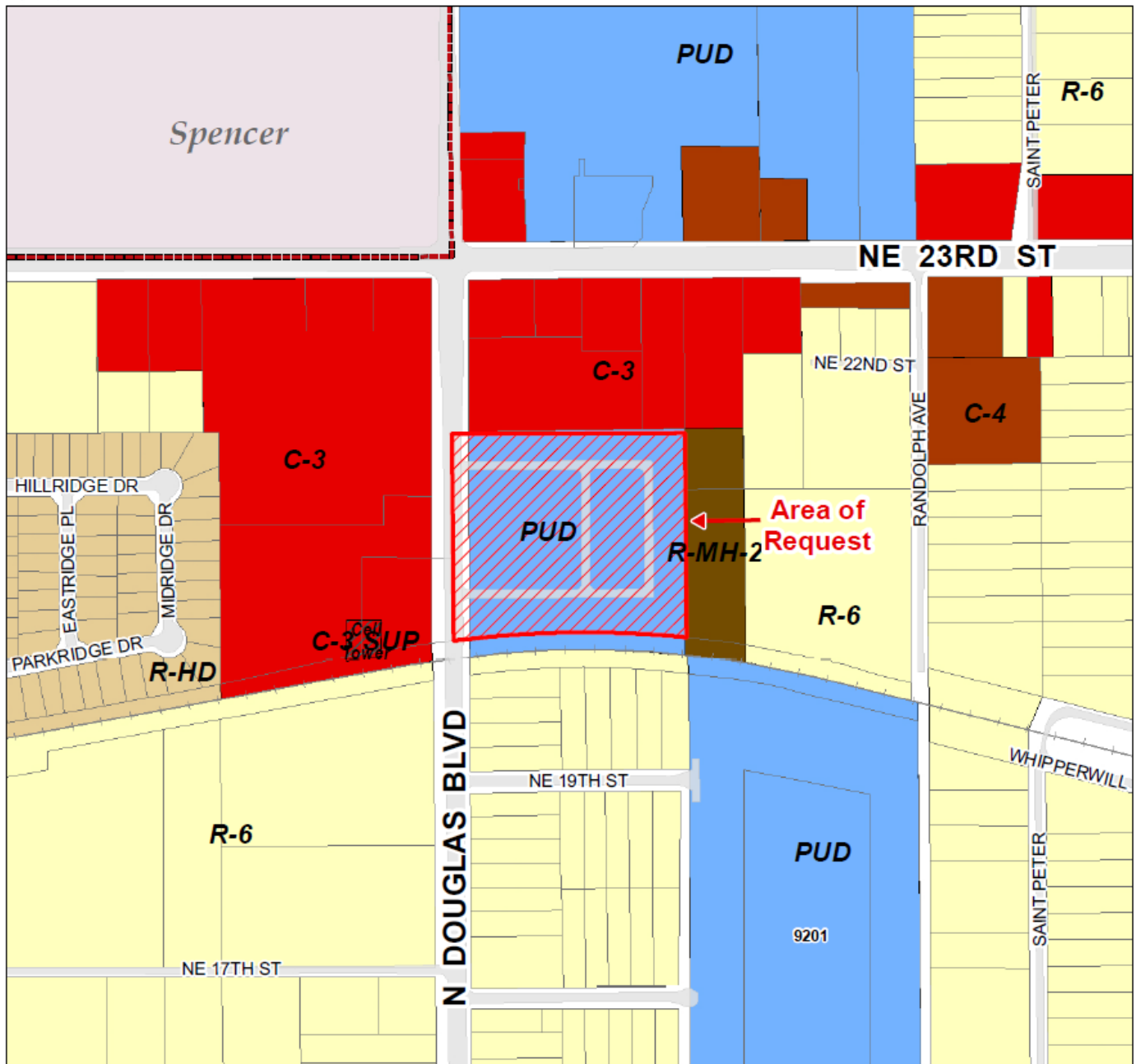


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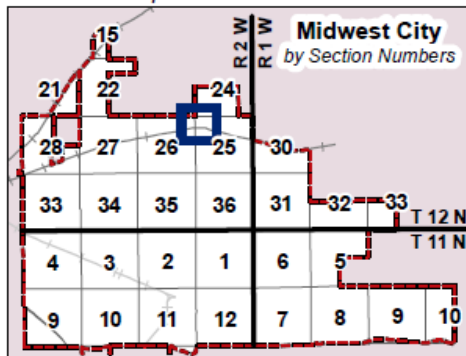
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GIS- Information Technology/ Planning & Zoning



Locator Map



Current Zoning Legend

A-1	I-2 SUP	R-35
A-1 SUP	I-3	R-2F
C-1	O-1	R-MD
C-1 SUP	O-1 SUP	R-MD SUP
C-2	O-2	R-HD
C-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-2218 (NW/4, Sec 25, T12N, R2W)



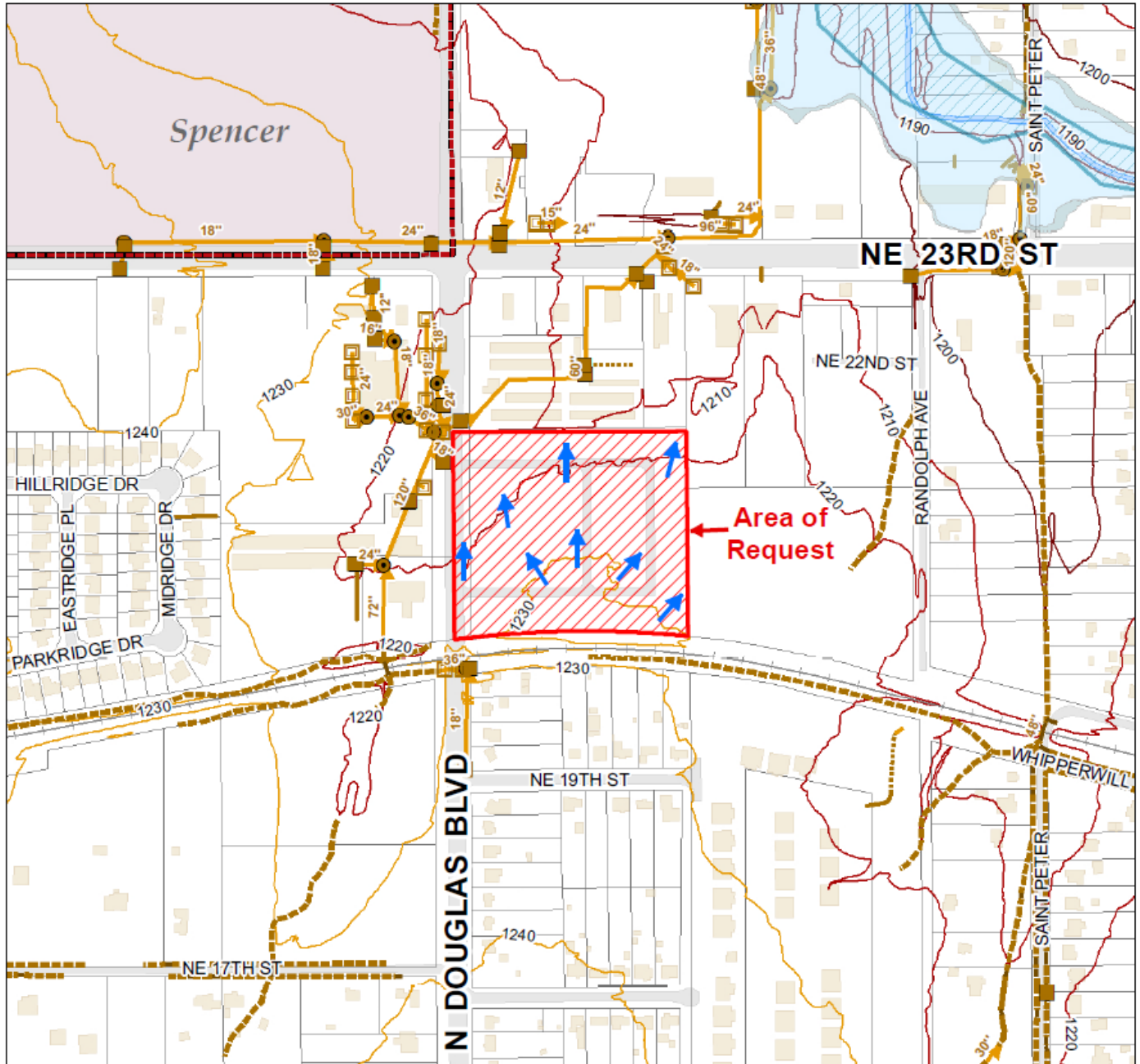
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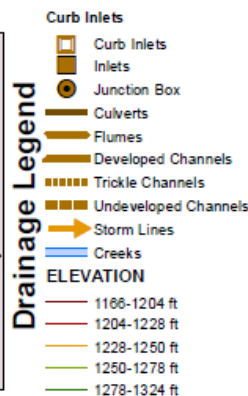
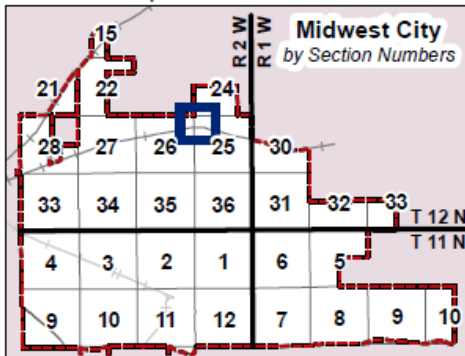
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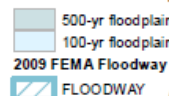
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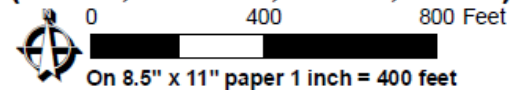
Locator Map



2009 FEMA Floodplains



DRAINAGE LOCATION MAP FOR PC-2218 (NW/4, Sec 25, T12N, R2W)



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2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE FROM PUD, PLANNED UNIT DEVELOPMENT**
5 **TO R-MD, MEDIUM DENSITY RESIDENTIAL DISTRICT AND DIRECTING**
6 **AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO REFLECT THE RE-**
7 **CLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT; AND PROVIDING**
8 **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 PUD, Planned Unit Development to R-MD, Medium Density Residential District subject to
13 the conditions contained in the PC-2218 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 A tract of land situated in the West Half of the West Half
17 of the Northwest Quarter of Section Twenty-five (25), Township Twelve (12) North,
18 Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more par-
19 ticularly described as follows: Beginning at a point on the West boundary of said North-
20 west Quarter, said point being 495.00 feet South (S 00°28'25" E) of the Northwest
21 Corner of said Section 25; Thence continuing South (S 00°28'25" E) along said West
22 boundary a distance of 586.71 feet to a point on the North boundary of the Union Pa-
23 cific Railroad; Thence along said right-of-way on a non-tangent curve to the right, hav-
24 ing a radius of 2915.99 feet, a chord direction of N 89°09'13" E, a chord length of
25 659.37 feet, and an arc length of 660.78 feet to a point on the East boundary line of said
26 West Half of the West Half of the Northwest Quarter; Thence North (N 00°28'25" W)
27 along said East boundary a distance of 579.50 feet; Thence West (S 89°46'47" W) par-
28 allel with the North line of said Section 25 a distance of 659.36 feet to the Point of
29 Beginning.

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

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

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

THE CITY OF MIDWEST CITY, OKLA-
HOMA

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk

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

DONALD MAISCH, City Attorney

To: Honorable Mayor and Council
From: Matt Summers, Community Development Director
Date: July 22, 2025

Subject: (MP-00023) Public hearing, discussion, consideration, and possible action to consider approval of the Minor Plat of Ridgcrest Commerce Addition for the property located at 920 N. Air Depot Blvd., Midwest City., Oklahoma.

Executive Summary: The Applicant is requesting approval of their minor plat to subdivide the subject property into two (2) lots.

The proposed Lot 1 is the portion of the subject property that was rezoned SPUD with application PC-2196. Lot 2 remains zoned R-6.

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

If approved, the lot shall observe the development regulations outlined in their respective zoning districts.

Both state and local notification requirements were met. At the time of this writing, staff has received a few phone calls inquiring about the nature of the application. Staff has received one phone call in opposition to the proposed development for the proposed Lot 1.

The applicant was present and addressed the Planning Commission. The applicant expressed concerns with the requirement to extend the waterline to the intersection of NE 10th St and N Air Depot Blvd. At the public hearing before the Planning Commission, there were no comments from the public in support or opposition to the application.

The Planning Commission unanimously recommended approval of this application conditioned upon the completion of the required utility extensions at the June 3, 2025 meeting.

Action is at the discretion of the City Council.

Dates of Hearing:

Planning Commission- June 3, 2025

City Council- July 22, 2025



MP-23

Date of Pre-Application Meeting: January 21, 2025**Date of Site Plan Review Team Meeting:** April 23, 2025**Council Ward:** Ward 4, Marc Thompson**Owner:** 10th & Air Depot Premium Real Estate LLC & DJD Realty**Applicant:** DJD Realty**Size:** Contains an area of 5.5621 acres MOL**Zoning Districts:**

Area of Request: R-6, Single-Family Detached Residential District & SPUD
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 & R-HD, High Density Residential District

Land Use:

Area of Request: Office / Retail
North: Office / Retail
South: Fire Station #3 & Single-Family Detached Residential
East: Single-Family Detached Residential
West: Office / Retail & High Density Residential

Municipal Code Citation:

Sec. 38-20 – Minor Plat

Sec. 38-20.1. Purpose.

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

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

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

Sec. 38-20.2. Applicability.

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

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

- (4) The plat does not require new interior public or private roads to serve the subdivision.

Sec. 38-20.5. Review and approval process.

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

History:

1. A portion of the subject property was rezoned to PUD with application PC-2196. This application was approved by City Council on February 25, 2025.

Next Steps:

If Council approves this rezone, the applicant will need to file the plat with all required signatures with Oklahoma County, then provide the City a copy of the filed plat (digital).

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 example. This is a minor plat application, and the construction references are provided to make the applicant and subsequent developers of this property aware of their applicability as they relate to the future development or redevelopment of this property.

Engineering Staff Comments:

Water Supply and Distribution

There are public water mains bordering the proposed parcels, a six (6) inch line runs along the north side of Blueridge Drive. A twelve (12) inch line extends along part of the frontage of the proposed plat. Extension of the twelve (12) inch main across the rest of the frontage of Air Depot and connecting to the twelve (12) inch line at the intersection of N. Air Depot Blvd. and NE 10th Street is a requirement prior to the filing of the plat. Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

There is a public sewer main bordering the proposed parcels, an eight (8) inch line runs along the east of 920 North Air Depot Boulevard. Any new building permit will require tying into the public sewer system as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request exists off of 920 North Air Depot Boulevard and Blue Ridge Drive. Public road and sidewalk improvements are not required as part of this application. Sidewalk will be required as part of any new building permit.

Drainage and Flood Control, Wetlands, and Sediment Control

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

Easements and Right-of-Way

Right of way is not required with this application

Fire Marshal's Comments:

The Fire Department does not have comments on this plat. Access is provided from the south and west sides of the property.

Planning Division:

Staff met with the applicant January 21, 2025 for a pre-application meeting.

Site Plan review team meeting was held April 23, 2025, and representatives from the following departments were present: Planning & Zoning, Engineering, Line Maintenance, Sanitation, and Fire Marshal's Office.

This minor plat proposes to subdivide the subject property into two (2) lots. Lot 1 is comprised of the area rezoned to SPUD earlier this year (PC-2196). Lot 2 is the remaining portion of the subject property that is still zoned R-6.

Sec. 38-20.5. Review and approval process.

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

- The plat does not require new interior public or private roads to serve the subdivision.

The Planning Commission unanimously recommended approval of this application conditioned upon the completion of the required utility extensions.

Action is at the discretion of the City Council.

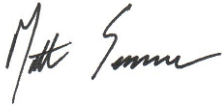
Action Required:

Approve or reject the Minor Plat of Ridgecrest Commerce Addition for the property noted herein, subject to staff comments as found in the July 22, 2025, City Council agenda packet and made part of the MP-23 file.

Suggested Motion:

“To approve the Minor Plat of Ridgecrest Commerce Addition for the property noted herein, subject to staff comments and conditioned upon the completion of the required utility extensions as found in the July 22 2025, City Council agenda packet and made part of the MP-23 file.”

Please feel free to contact my office at (405) 739-1228 with any questions.

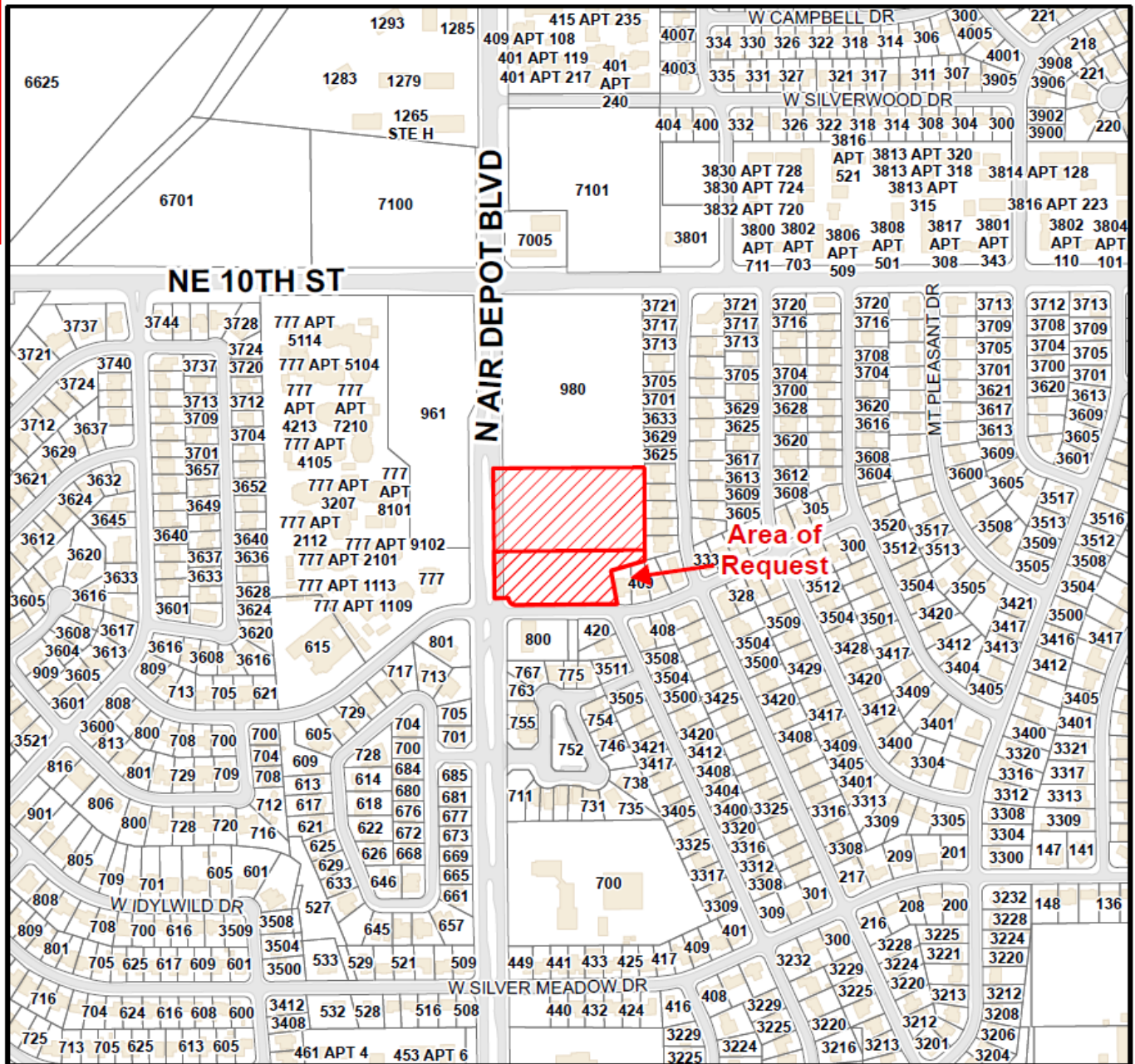
A handwritten signature in black ink, appearing to read "Matt Summers". The signature is stylized with a large "M" and a cursive "Summers".

Matt Summers, AICP

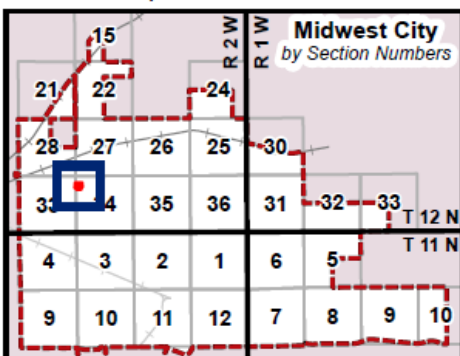
Community Development Director



GIS - Information Technology/ Planning & Zoning



Locator Map



General Map Legend

- Buildings
- Edge of Pavement
- MWC City Limits
- Railroads
 - Active
 - Inactive / Closed

GENERAL MAP FOR MP-23 (NW/4, Sec. 34, T12N, R2W)

0 500 1,000 Feet

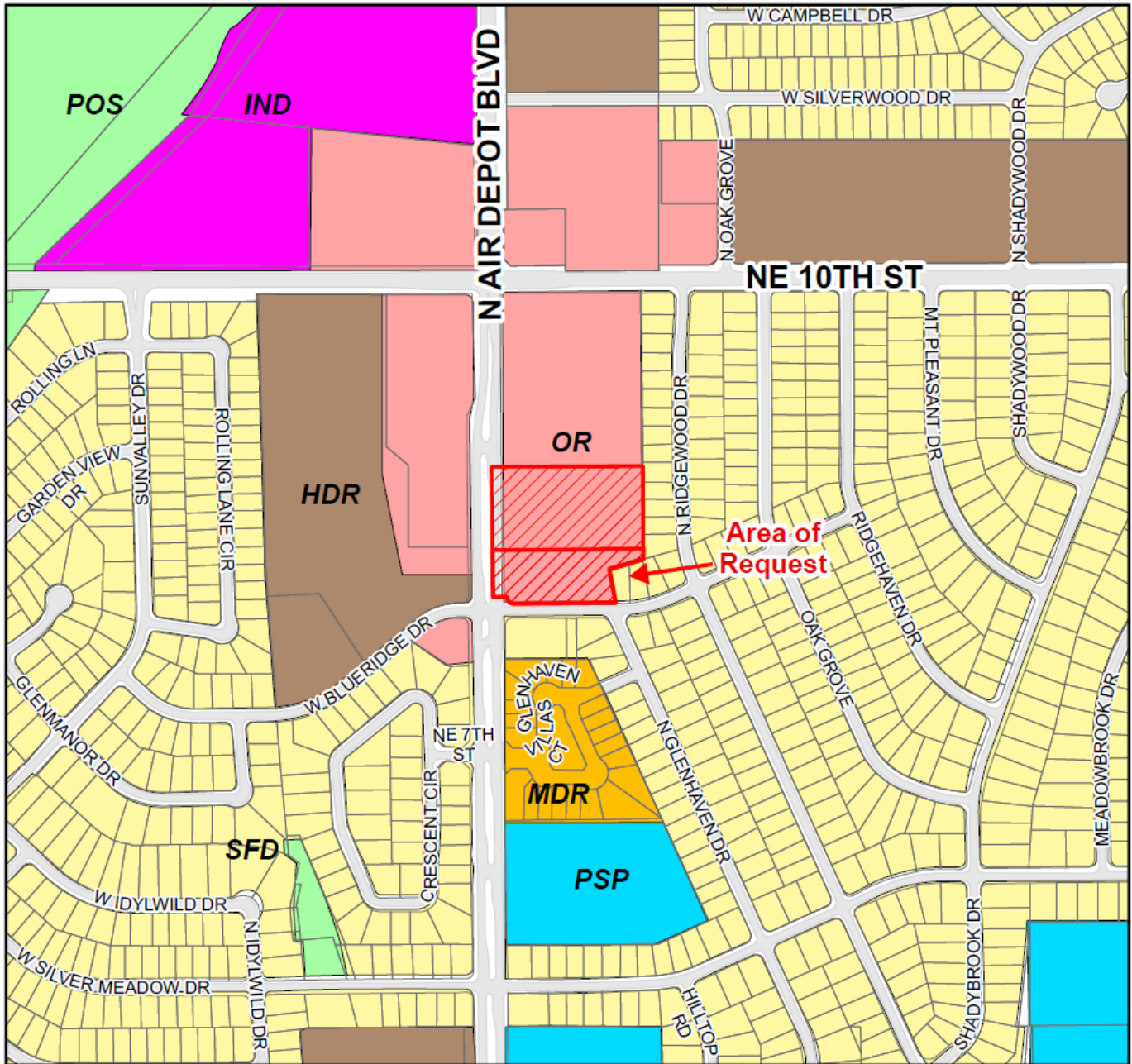


On 8.5" x 11" paper 1 inch equals 500 feet

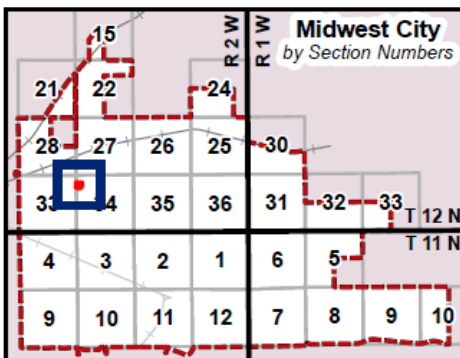
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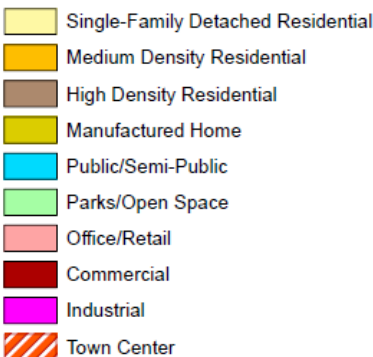
GIS - Information Technology/ Planning & Zoning



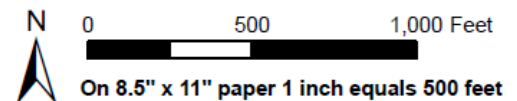
Locator Map



Future Land Use Legend



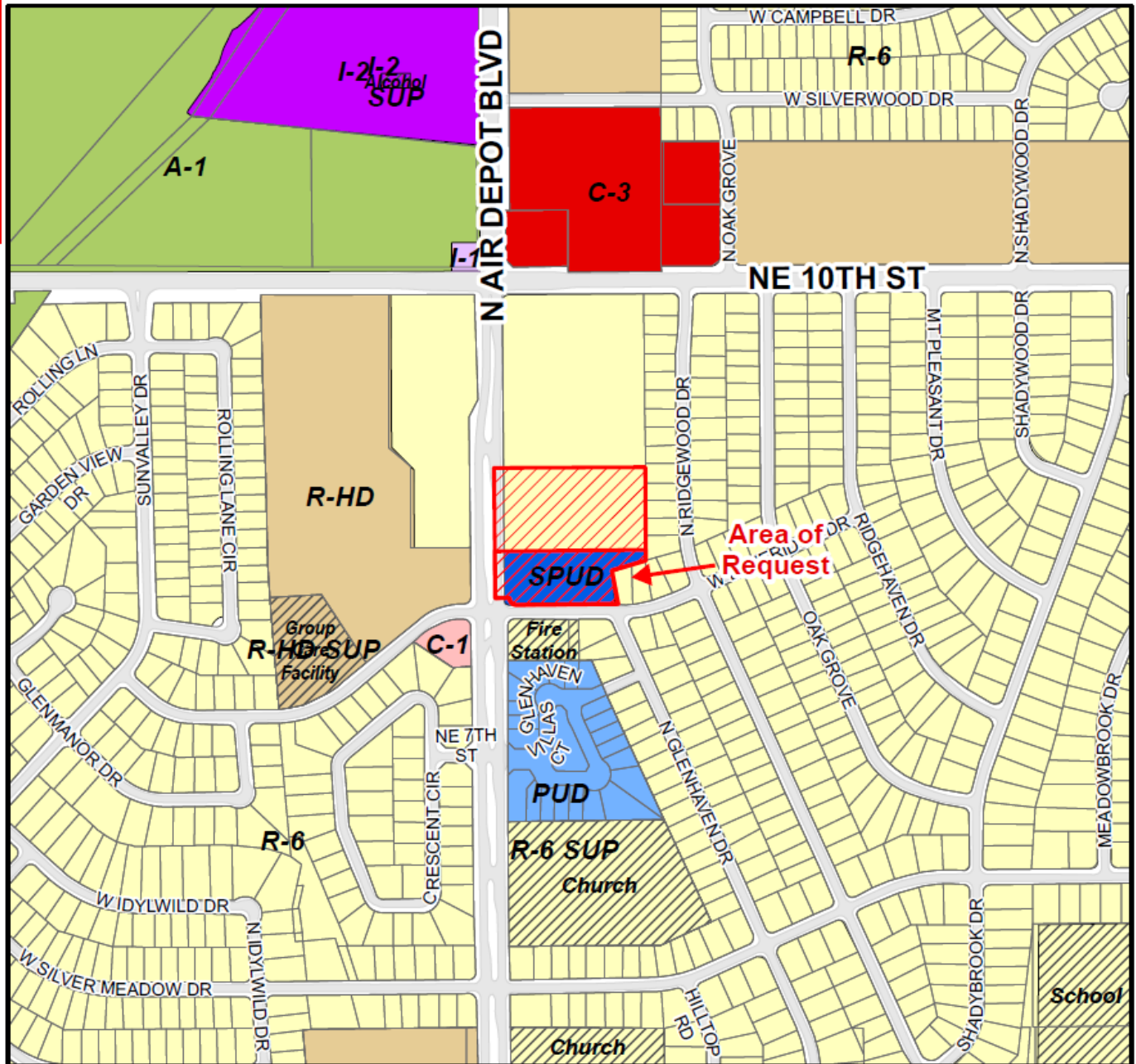
FUTURE LAND USE MAP FOR MP-23 (NW/4, Sec. 34, T12N, R2W)



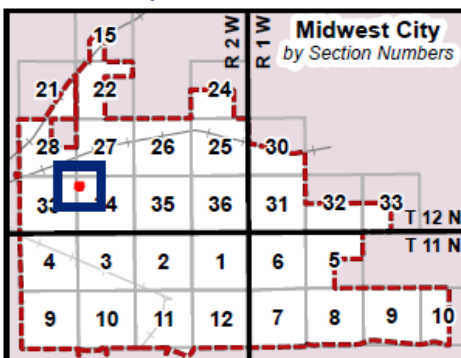
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Locator Map



Current Zoning Legend

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

ZONING MAP FOR MP-23 (NW/4, Sec. 34, T12N, R2W)



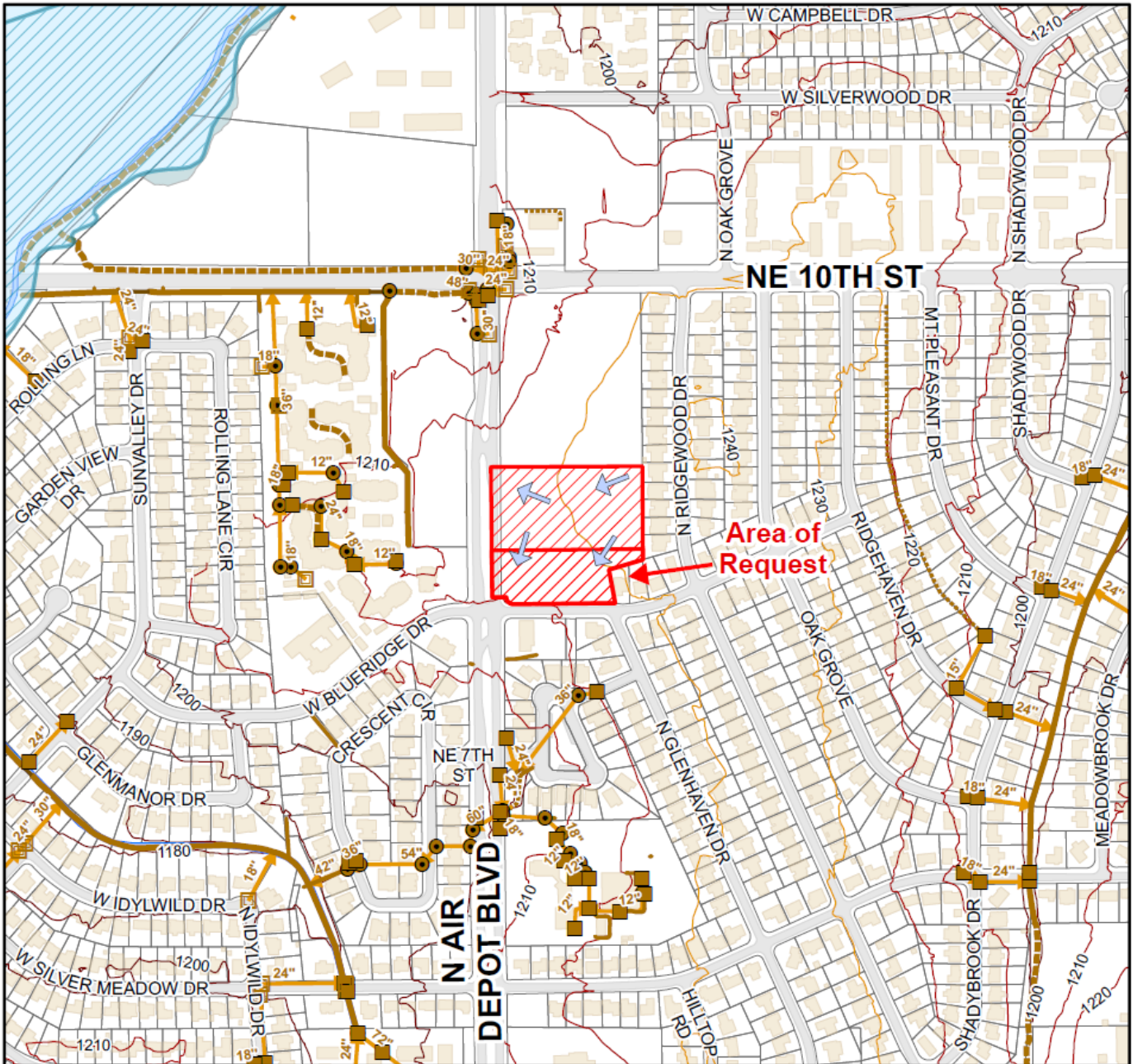
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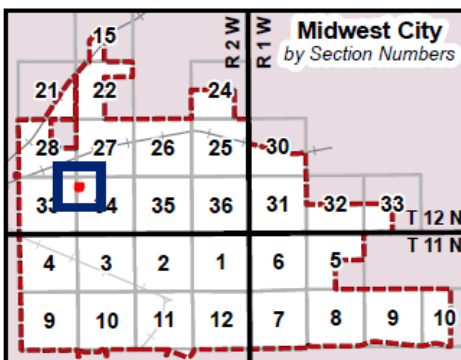
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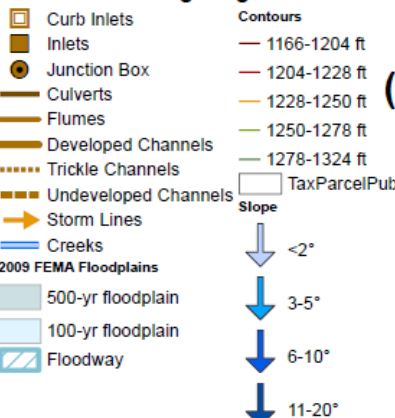
GIS - Information Technology/ Planning & Zoning



Locator Map



Drainage Legend



DRAINAGE MAP FOR MP-23 (NW/4, Sec. 34, T12N, R2W)

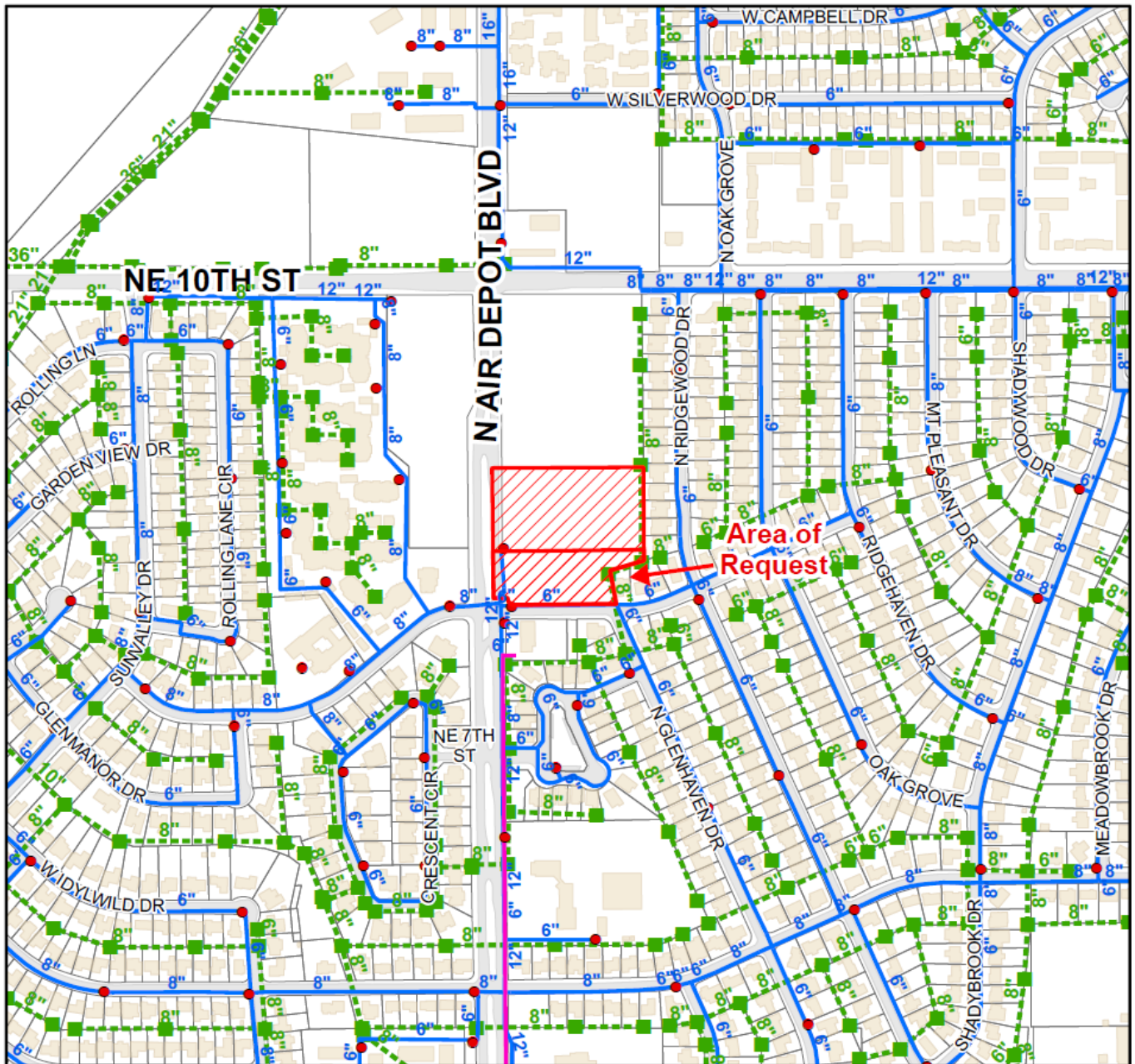
0 500 1,000 Feet

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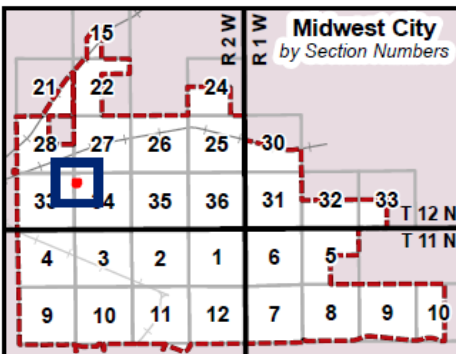
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GIS - Information Technology/ Planning & Zoning



Locator Map



Water/Sewer Legend

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

WATER SEWER MAP FOR MP-23 (NW/4, Sec. 34, T12N, R2W)

N 0 500 1,000 Feet
On 8.5" x 11" paper 1 inch equals 500 feet

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[illegible]



NEW BUSINESS/
PUBLIC DISCUSSION





FURTHER INFORMATION





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

To: Honorable Mayor and Council
From: Matt Summers, Community Development Director
Mike S. Stroh, Neighborhood Services Director
Date: July 22, 2024
Subject: Review of the resolution of the issues concerning Hilltop Mobile Home Park.
(Community Development – M. Summers; Neighborhood Services - M. Stroh)

City staff and the staff of Hilltop Mobile Home Park (Hilltop) have been working on resolving the issues that were raised at the May 2025 Midwest City Council Meeting. Hilltop has now addressed all issues that were raised by City Staff. Hilltop has requested that their appeal be withdrawn/dismissed due to the resolution.

Hilltop was able to resolve all three hundred (300) code violations and at the last inspection, Code Enforcement found Hilltop in compliance.

City Staff found that four (4) of the Manufactured Homes were dilapidated. Hilltop has had the four (4) Manufactured Homes licensed by the City as non-residential storage facilities. These four (4) Manufactured Homes can no longer be used as residential units.

City Staff at the last inspection determined that all the travel trailers are independent travel trailers (which require their own individual water and sewer connections). As independent travel trailers, City Ordinance 967 allows independent travel trailers to be intermingled with Manufactured Homes, resolving this issue.

Respectfully submitted,

Matt Summers
Community Development Director

Mike S. Stroh
Neighborhood Services Director



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

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: July 22, 2025

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

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of June 2025, which is the twelfth (12) and final period of FY 2024/2025.

Troy Bradley, Human Resources Director

FISCAL YEAR 2024-2025	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
PLAN INCOME												
Projected Budgeted (MTD)	963,681	963,681	963,681	963,681	963,681	963,681	963,681	963,681	963,681	963,681	963,681	963,681
Actual (MTD)	1,438,404	897,547	910,732	1,029,474	983,958	906,254	898,970	902,636	950,624	876,782	927,455	935,273
Projected Budgeted (YTD)	963,681	1,927,362	2,891,043	3,854,724	4,818,405	5,782,086	6,745,767	7,709,448	8,673,129	9,636,810	10,600,491	11,564,172
Actual (YTD)	1,438,404	2,335,951	3,246,683	4,276,157	5,260,115	6,166,369	7,065,339	7,967,975	8,918,599	9,795,381	10,722,836	11,658,109
PLAN CLAIMS/ADMIN COSTS	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
Projected Budgeted (MTD)	1,066,931	853,545	1,066,931	853,545	853,545	1,066,931	853,545	853,545	1,066,931	853,545	853,545	1,066,931
Actual (MTD)	739,422	896,199	1,040,618	888,177	960,024	1,039,942	979,095	929,105	938,811	808,945	1,028,454	922,187
Projected Budgeted (YTD)	1,066,931	1,920,476	2,987,407	3,840,952	4,694,497	5,761,428	6,614,973	7,468,518	8,535,449	9,388,994	10,242,539	11,309,470
Actual (YTD)	739,422	1,635,621	2,676,239	3,564,416	4,524,440	5,564,382	6,543,477	7,472,582	8,411,393	9,220,338	10,248,792	11,170,979
EXCESS INCOME vs. EXPENDITURES	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
Projected Budgeted (MTD)	-103,250	110,136	-103,250	110,136	110,136	-103,250	110,136	110,136	-103,250	110,136	110,136	-103,250
Actual (MTD)	698,982	1,348	-129,886	141,297	23,934	-133,688	-80,125	-26,469	11,813	67,837	-100,999	13,086
Projected Budgeted (YTD)	-103,250	6,886	-96,364	13,772	123,908	20,658	130,794	240,930	137,680	247,816	357,952	254,702
Actual (YTD)	698,982	700,330	570,444	711,741	735,675	601,987	521,862	495,393	507,206	575,043	474,044	487,130
FISCAL YEAR 2023-2024	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
PLAN INCOME												
Projected Budgeted (MTD)	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962
Actual (MTD)	842,448	830,192	859,381	837,643	1,121,966	605,683	925,894	819,806	872,511	868,550	872,489	864,639
Projected Budgeted (YTD)	908,962	1,817,924	2,726,886	3,635,848	4,544,810	5,453,772	6,362,734	7,271,696	8,180,658	9,089,620	9,998,582	10,907,544
Actual (YTD)	842,448	1,672,640	2,532,021	3,369,664	4,491,630	5,097,313	6,023,207	6,843,013	7,715,524	8,584,074	9,456,563	10,321,202
PLAN CLAIMS/ADMIN COSTS	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Projected Budgeted (MTD)	1,006,148	804,918	804,918	1,006,148	804,918	804,918	1,006,148	804,918	804,918	1,006,148	804,918	804,918
Actual (MTD)	955,777	772,922	874,065	858,857	1,012,243	778,430	1,122,190	803,629	753,491	849,456	802,326	961,942
Projected Budgeted (YTD)	1,006,148	1,811,066	2,615,984	3,622,132	4,427,050	5,231,968	6,238,116	7,043,034	7,847,952	8,854,100	9,659,018	10,463,936
Actual (YTD)	955,777	1,728,699	2,602,764	3,461,621	4,473,864	5,252,294	6,374,484	7,178,113	7,931,604	8,781,060	9,583,386	10,545,328
EXCESS INCOME vs. EXPENDITURES	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Projected Budgeted (MTD)	-97,186	104,044	104,044	-97,186	104,044	104,044	-97,186	104,044	104,044	-97,186	104,044	104,044
Actual (MTD)	-113,329	57,270	-14,684	-21,214	109,723	-172,747	-196,296	16,177	119,020	19,094	70,163	-97,303
Projected Budgeted (YTD)	-97,186	6,858	110,902	13,716	117,760	221,804	124,618	228,662	332,706	235,520	339,564	443,608
Actual (YTD)	-113,329	-56,059	-70,743	-91,957	17,766	-154,981	-351,277	-335,100	-216,080	-196,986	-126,823	-224,126

June 12/FY 2025: \$2,828,242

June 12/FY 2024: \$2,341,115

June 12/FY 2023: \$2,565,242

June 12/FY 2022: \$2,593,060

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

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

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

DATE June 3, 2025 - 5:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the City Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on June 3, 2025 at 5:00 p.m., with the following members present:

Commissioners present: Jess Huskey
 Dean Hinton
 Jim Smith
 Rick Rice

Commissioners absent: Russell Smith
 JD Collins
 Rick Dawkins

Staff present: Matthew Summers, Community Development Director
 Julie Shannon, Planner III
 Patrick Menefee, City Engineer
 Don Maisch, City Attorney

A. CALL TO ORDER

The meeting was called to order by Chairperson Jess Huskey at 5:05 p.m.

B. MINUTES

A motion was made by Hinton seconded by Rice, to approve the minutes of the May 6, 2025 Planning Commission meeting as presented.

Voting Aye: Huskey, Hinton, J. Smith, and Rice

Nay: none.

Motion carried.

C. NEW MATTERS

1. **(MP-23)** Public hearing, discussion, consideration, and possible action to consider approval of the Minor Plat of Ridgecrest Commerce Addition for the property located at 920 N. Air Depot Blvd., Midwest City, Oklahoma.

Community Development Director Summers explained that the application was for a minor plat of one lot being split into two lots but that the City would like to see the water line extended to 10th Street because the extension would create a dead-end line. The applicant's representative, John Silver, was concerned about being asked to provide such a long extension. Robert Coleman, Economic Development explained that the City would have like to see this large parcel developed with a master plan to service the entire property instead of just this small parcel that is being carved out and developed.

There were no public comments.

June 3, 2025

A motion was made by Hinton, seconded by Rice to recommend approval of this item following the recommendations in the staff report.

Voting Aye: Huskey, Hinton, J. Smith, and Rice.

Nay: None.

Motion Carried.

2. **(PC-2213)** Public hearing, discussion, consideration, and possible action on a Resolution to amend the comprehensive plan land use designation from Single-Family Detached Residential to Office / Retail; and an Ordinance to amend the zoning map from R-6 to SPUD, for the property located at 1015 & 1025 S. Post Road, Midwest City, Oklahoma.

Director Summers explained that the application was a reasonable request that was in line with the Comprehensive Plan. The SPUD would allow for the use of kennels with lessor parking demand. The applicant, Austin Moyer and Brandon Lewelling co-owners of the business, explained that the kennels would be indoor and that the outside boarding area was only a daytime play space. No public comments were made.

A motion was made by Rice, seconded by J Smith to recommend approval of this item observing staff comments in the staff report.

Voting aye Huskey, Hinton, J. Smith, and Rice.

Nay: None.

Motion Carried.

3. **(PC-2216)** Public hearing, discussion, consideration, and possible action on an ordinance to amend the zoning map from R-6, C-1, C-3, C-4, and I-2 to PUD, for the property described as a tract of land lying the in the Northeast Quarter (NE/4) of Section Fourteen (14), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County Oklahoma.

Matt Summers, Community Development Director, explained the need for the change. The PUD would create a district primarily for eating establishments and retail sales. Landscaping would be clustered around the entrances. The PUD application is supported by the Comprehensive Plan.

Chris Chalis was there to speak for Sooner Investments. He explained that the City is the owner but Sooner is managing the property. Kelly Miller, owner of the property across the street asked questions about the property and the Comprehensive Plan.

There was general discussion amongst the Commission.

A motion was made by Rice, seconded by Hinton to recommend approval of this item.

Voting aye: Huskey, Hinton, J. Smith, Collins, Rice and Dawkins.

Nay: None.

Motion Carried.

D. COMMISSION DISCUSSION:

E. PUBLIC DISCUSSION:

June 3, 2025

F. FURTHER INFORMATION:

Items will be heard at City Council on June 24th, 2025.

G. ADJOURNMENT:

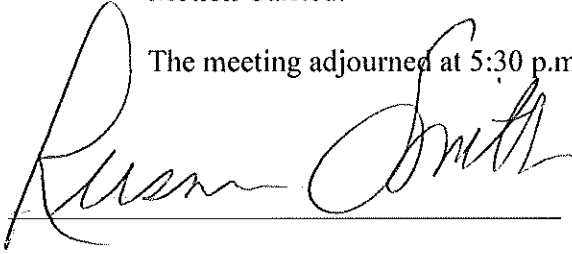
A motion to adjourn was made by Rice, Seconded by Hinton.

Voting aye: Huskey, Hinton, J. Smith, and Rice

Nay: None.

Motion Carried.

The meeting adjourned at 5:30 p.m.

A handwritten signature in cursive script, appearing to read "Russell Smith", is written over a horizontal line.

Chairman Russell Smith (or acting chair)

(js)



Community Development

100 N Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Randall Fryar, Chief Building Official

DATE : July 22, 2025

SUBJECT : Monthly Residential and Commercial Building report for June, 2025

The monthly building report is now available for review. This document is essential for all stakeholders involved in tracking and managing permits.

On a national scale, recent statistics indicate a slight decline in new housing permits over the past year. This trend can be attributed to higher financing costs and increased prices for building materials, presenting significant challenges. It's worth noting that many cities within our region are facing these issues collectively, which may lead to renewed resilience and innovative solutions.

Reflecting on June 2024, we notice that the number of new home permits remained stable compared to last year, indicating continued resilience in the market. Additionally, we are pleased to report a significant increase in permits for new duplexes, which underscores our ongoing commitment to growth and innovation in the housing sector.

If you have any questions or need further information, please feel free to reach out. Your engagement and understanding are crucial as we navigate these trends together.

Please let me know if you have any questions.

Sincerely,

Randall Fryar

Randall Fryar
Chief Building Official



100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits Summary - Issued 6/1/2025 to 6/30/2025

Building - Commercial & Industrial

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
8	Com General Electrical Permit	\$80,000.00
2	Com General Mechanical Permit	\$0.00
9	Com General Plumbing Permit	\$274,300.00
1	Com New Certificate of Occupancy	\$4,100,000.00
2	Com New Const Electrical Permit	\$305,850.00
4	Com New Const Mechanical Permit	\$0.00
2	Com New Const Plumbing Permit	\$0.00
3	Com Remodel Bldg Permit	\$1,710,000.00
3	Com Roofing Permit	\$662,300.00
3	Com Sign Permit	\$4,300.00
Total Value of Building - Commercial & Industrial:		7,136,750.00

Building - Public & Semi-Public

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
1	School New Const Bldg Permit	\$0.00
1	School Remodel Bldg Permit	\$0.00
Total Value of Building - Public & Semi-Public:		0.00

Building - Residential

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
6	Res Accessory Bldg Permit	\$25,186.00
5	Res Carport Permit	\$29,000.00
1	Res Demolition Permit	\$18,000.00
6	Res Driveway Permit	\$19,000.00
24	Res Duplex New Const Bldg Permit	\$2,500,000.00
4	Res Fence Permit	\$8,100.00
15	Res General Electrical Permit	\$48,206.33
25	Res General Mechanical Permit	\$182,915.93
33	Res General Plumbing Permit	\$108,247.20
10	Res New Const Electrical Permit	\$0.00
7	Res New Const Mechanical Permit	\$10,000.00
15	Res New Const Plumbing Permit	\$10,100.00
2	Res Retaining Wall Permit	\$24,100.00
23	Res Roofing Permit	\$334,421.00
1	Res Single-Fam Addition Bldg Permit	\$65,000.00
3	Res Single-Fam New Const Bldg Permit	\$820,000.00
2	Res Single-Fam Remodel Building Permit	\$80,324.49
5	Res Solar Permit	\$82,036.02
12	Res Storm Shelter Permit	\$44,325.00
Total Value of Building - Residential:		4,408,961.97

Grand Total: \$11,545,711.97



100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits by Type - Issued 6/1/2025 to 6/30/2025

Building - Commercial & Industrial

Com General Electrical Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/10/25	1401 N MIDWEST BLVD, 1409 213 73110	Woody Collins	B-25-1533	\$0.00
6/16/25	2009 S POST RD, Midwest City, OK, 73130	Muhammad Ghani	B-25-1581	
6/16/25	2515 S Post Rd, Midwest City, OK 73130	Muhammad Ghani	B-25-1580	\$45,000.00
6/19/25	9900 SE 15TH ST, Midwest City, OK, 73130	Josh Payne	B-25-1615	\$25,000.00
6/23/25	7199 SE 29TH ST, 109, MIDWEST CITY, OK, 0	everette dubose	B-25-1631	\$0.00
6/24/25	1200 S AIR DEPOT BLVD, Midwest City, OK, 73110	Danny Oden	B-25-1618	\$10,000.00
6/27/25	7199 SE 29TH ST, 108, 73110	GRAVES, MATHEW	B-25-1684	\$0.00

\$80,000.00

Com General Mechanical Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/25/25	7199 SE 29TH ST, 109, 73110	Direct Air LLC/ Josh Benavides	B-25-1658	

Com General Plumbing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/2/25	1618 S POST RD, 73130	Red Plains Plumbing	B-25-1447	
6/5/25	1021 S DOUGLAS BLVD, Midwest City, OK, 73130	David Wallar	B-25-1477	\$0.00
6/6/25	7199 SE 29TH ST, 109, Midwest City, OK, 73110	Justin Winter	B-25-1457	\$46,200.00
6/9/25	615 W BLUERIDGE DR, Midwest City, OK, 73110	Matthew Mussett	B-25-1345	\$51,000.00
6/11/25	5701 TINKER DIAGONAL, Midwest City, OK, 73110	ANDREW DIETRICH/Thunder Mechanical Services INC	B-25-1499	\$2,100.00
6/13/25	9244 NE 10TH ST, Midwest City, OK, 73130	Rapid Pipe Plumbing Inc. dba Kelly's Plumbing	B-25-1560	
6/26/25	2009 S POST RD, Midwest City, OK, 73130	Edmond Air Conditioning Heating & Plumbing	B-25-1667	
6/26/25	2515 S POST RD, Midwest City, OK, 73130	Edmond Air Conditioning Heating & Plumbing LLC	B-25-1668	

\$99,300.00

Com New Certificate of Occupancy

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/16/25	9809 SE 15TH ST, 73130	Steven Strader	B-25-1213	\$4,100,000.00

\$4,100,000.00

Com New Const Electrical Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/19/25	7515 SE 15TH ST, 73110	AAE Electric Inc	B-25-1624	\$305,850.00
				\$305,850.00

Com New Const Mechanical Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/26/25	2515 S POST RD, Midwest City, OK, 73130	Edmond Air Conditioning	B-25-1665	\$0.00
6/26/25	2009 S POST RD, Midwest City, OK, 73130	Edmond Air Conditioning Heating & Plumbing LLC	B-25-1666	\$0.00
				\$0.00

Com New Const Plumbing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/25/25	7400 E RENO AVE, Midwest City, OK, 73110	Edward Gluckowski	B-25-1651	

Com Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/4/25	7199 SE 29TH ST, 109 73110	Caroline Ma	B-25-0731	\$285,000.00
6/16/25	1200 S AIR DEPOT BLVD, K,L,M 73110	Sean R Steiner	B-25-1175	\$225,000.00
6/16/25	7515 SE 15TH ST, Midwest City, OK, 73110	Jeff Jennings	B-25-0991	\$1,200,000.00
				\$1,710,000.00

Com Roofing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/13/25	8401 E RENO AVE, Midwest City, OK, 73110	Vicki McHughes	B-25-1530	\$662,300.00
6/16/25	2515 S POST RD, 73130	Adam Meave	B-25-1558	\$0.00
6/16/25	2009 S POST RD, 73130	Adam Meave	B-25-1559	\$0.00
				\$662,300.00

Com Sign Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/17/25	1390 S DOUGLAS BLVD, Midwest City, OK, 73130	Capital Real Estate and Asset Management	B-25-1128	\$1,300.00
6/24/25	8000 E RENO AVE, Midwest City, OK, 73110	lindsey turner	B-25-0320	\$1,500.00
6/24/25	8000 E RENO AVE, Midwest City, OK, 73110	Chris ` Vaughn	B-25-0321	\$1,500.00
				\$4,300.00

Building - Public & Semi-Public**School New Const Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/30/25	7400 E RENO AVE, 73110	Brian Farley	B-25-1690	\$0.00
				\$0.00

School Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/30/25	7400 E RENO AVE, 73110	Brian Farley	B-25-1691	\$0.00
				\$0.00

Building - Residential

Res Accessory Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/2/25	425 E NORTHRUP DR, Midwest City, OK, 73110	CHASITY GLANDER	B-25-1351	\$2,000.00
6/5/25	8600 CEDAR RIDGE DR, 73110	colby chevalier	B-25-1434	\$500.00
6/11/25	519 W RICKENBACKER DR, 73110	Peggy Walton	B-25-1464	\$5,600.00
6/12/25	9709 RHYTHM RD, 73130	Barbara McFee	B-25-1501	\$4,365.00
6/16/25	408 THREE OAKS DR, Midwest City, OK, 73130	RAYMOND DAVIDSON	B-25-1485	\$4,921.00
6/23/25	2140 TURNER DR, 73110	Lyle Armond Swift	B-25-1585	\$7,800.00
				\$25,186.00

Res Carport Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/5/25	2337 CELINA DR, 73130	Leslie dudney	B-25-1322	\$10,800.00
6/16/25	2905 DEL REY CIR, 73110	Randy Flake	B-25-1436	\$3,400.00
6/23/25	725 PALMER DR, Midwest City, OK, 73110	Lizeth Moreno	B-25-1551	\$3,550.00
6/23/25	3502 WOODVALE DR, 73110	BROWN, JIMMIE	B-25-1609	\$5,000.00
6/25/25	912 BOYKIN DR, Midwest City, OK, 73110	Roger Ring	B-25-1625	\$6,250.00
				\$29,000.00

Res Demolition Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/26/25	820 ASKEW DR, 73110	Gary Mathews	B-25-1004	\$18,000.00
				\$18,000.00

Res Driveway Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/10/25	108 GILL DR, 73110	Adriana Martinez Macias	B-25-1532	\$5,000.00
6/12/25	2121 STEVENS DR, Midwest City, OK, 73110	casey coyle	B-25-1554	\$0.00
6/12/25	617 N WHITE OAK ST, 73130	Edna Ramirez	B-25-1557	\$9,000.00
6/16/25	2715 TURTLE WAY, Midwest City, OK, 73130	Yesica Marrufo	B-25-1565	\$0.00
6/16/25	2719 TURTLE WAY, Midwest City, OK, 73130	Yesica Marrufo	B-25-1566	\$0.00
6/17/25	5817 SE 8TH ST, 73110	Adriana Martinez Macias	B-25-1591	\$5,000.00
				\$19,000.00

Res Duplex New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/2/25	8748 PATRIOT DR, MIDWEST CITY, OK, 73110	Southern Oak Homes, LLC	B-25-1132	\$175,000.00
6/2/25	8750 PATRIOT DR, Midwest City, OK, 73110	Southern Oak Homes, LLC	B-25-1131	\$175,000.00
6/2/25	8754 PATRIOT DR, MIDWEST CITY, OK, 73110	SOUTHERN OAK HOMES LLC	B-25-0793	\$175,000.00
6/2/25	8756 PATRIOT DR, MIDWEST CITY, OK, 73110	SOUTHERN OAK HOMES LLC	B-25-0811	\$175,000.00
6/26/25	2919 TREIGHT CREEK LN, 73110	Element Homes LLC	B-25-1507	\$90,000.00
6/26/25	2921 TREIGHT CREEK LN, 73110	Element Homes LLC	B-25-1508	\$90,000.00
6/26/25	2923 TREIGHT CREEK LN, 73110	Element Homes LLC	B-25-1509	\$90,000.00
6/26/25	2925 TREIGHT CREEK LN, 73110	Element Homes LLC	B-25-1510	\$90,000.00
6/26/25	2927 TREIGHT CREEK LN, 73110	Element Homes LLC	B-25-1511	\$90,000.00
6/26/25	2929 TREIGHT CREEK LN, 73110	Element Homes LLC	B-25-1512	\$90,000.00

6/26/25	2931 TREIGHT CREEK LN, 73110	Element Homes LLC	B-25-1513	\$90,000.00
6/26/25	2933 TREIGHT CREEK LN, 73110	Element Homes LLC	B-25-1514	\$90,000.00
6/26/25	2935 TREIGHT CREEK LN, 73110	Element Homes LLC	B-25-1515	\$90,000.00
6/26/25	2937 TREIGHT CREEK LN, 73110	Element Homes LLC	B-25-1516	\$90,000.00
6/26/25	2916 TREIGHT CREEK LN, 73110	Element Homes LLC	B-25-1517	\$90,000.00
6/26/25	2918 TREIGHT CREEK LN, 73110	Element Homes LLC	B-25-1518	\$90,000.00
6/26/25	2920 TREIGHT CREEK LN, 73110	Element Homes LLC	B-25-1521	\$90,000.00
6/26/25	2922 TREIGHT CREEK LN, 73110	Element Homes LLC	B-25-1522	\$90,000.00
6/26/25	2924 TREIGHT CREEK LN, 73110	Element Homes LLC	B-25-1523	\$90,000.00
6/26/25	2926 TREIGHT CREEK LN, 73110	Element Homes LLC	B-25-1525	\$90,000.00
6/26/25	2928 TREIGHT CREEK LN, 73110	Element Homes LLC	B-25-1526	\$90,000.00
6/26/25	2930 TREIGHT CREEK LN, 73110	Element Homes LLC	B-25-1527	\$90,000.00
6/26/25	2932 TREIGHT CREEK LN, 73110	Element Homes LLC	B-25-1528	\$90,000.00
6/26/25	2934 TREIGHT CREEK LN, 73110	Element Homes LLC	B-25-1529	\$90,000.00
				\$2,500,000.00

Res Fence Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/3/25	227 E MYRTLE LN, Midwest City, OK, 73110	Juan L Jimenez	B-25-1325	\$1,100.00
6/4/25	10455 CATTAIL TER, MIDWEST CITY, OK, 73130	Anthony Lee	B-25-1392	\$2,000.00
6/20/25	2800 DEL ARBOLE DR, 73110	Marshall DeJear	B-25-1608	\$3,000.00
6/25/25	2608 ROBIN RD, Midwest City, OK, 73110	Brandon L Deatherage	B-25-1584	\$2,000.00
				\$8,100.00

Res General Electrical Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/2/25	509 COUNTRY CLUB CIR, 73110	CLAUDE DRABEK	B-25-1433	\$4,506.33
6/4/25	117 COUNTRY CLUB CIR, Midwest City, OK, 73110	Walter Shepherd	B-25-1318	\$20,000.00
6/5/25	907 BELL DR, 73110	Green Country Electric	B-25-1469	
6/10/25	904 STIVER DR, Midwest City, OK, 73110	Kenneth Keith	B-25-1498	\$7,400.00
6/11/25	713 FAIRLANE DR, Midwest City, OK, 73110	Maxey Trey	B-25-1423	\$6,000.00
6/18/25	8613 CEDAR RIDGE DR, Midwest City, OK, 73110	CLAUDE DRABEK	B-25-1598	\$0.00
6/18/25	9719 NE 3RD ST, Midwest City, OK, 73130	Ronnie Withrow	B-25-1601	
6/19/25	7302 SE 15TH ST, Midwest City, OK, 73110	Corey Anderson	B-25-1621	
6/19/25	2405 N KEY BLVD, Midwest City, OK, 73110	Gary Morgan	B-25-1612	
6/24/25	2900 SHADYBROOK DR, Midwest City, OK, 73110	Maxey Trey	B-25-1629	\$9,800.00
6/24/25	3909 ROSEWOOD DR, Midwest City, OK, 73110	Abel Rodriguez	B-25-1639	
6/26/25	1702 SAINT LUKE, Midwest City, OK, 73130	Richard Mays	B-25-1676	\$500.00
6/26/25	324 E FAIRCHILD DR, 73110	Kenneth Johnson	B-25-1683	\$0.00
6/30/25	9624 NE 4TH ST, Midwest City, OK, 73130	Jared Akers	B-25-1674	
				\$48,206.33

Res General Mechanical Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/3/25	1317 MCDONALD DR, 73130	Nathan Moore	B-25-1449	
6/3/25	10345 SE 24TH ST, MIDWEST CITY, 73130	Rita Wiggins	B-25-1440	\$3,069.00

6/5/25	709 SAINT PAUL AVE, Midwest City, OK, 73130	Brandon Cox	B-25-1465	
6/5/25	224 E MYRTLE LN, Midwest City, OK, 73110	Rita Wiggins	B-25-1459	\$18,660.00
6/5/25	2420 N KEY BLVD, 73110	advent mechanical	B-25-1454	\$6,000.00
6/9/25	904 STIVER DR, Midwest City, OK, 73110	Chelsea Myers	B-25-1488	\$15,845.93
6/10/25	13127 SHUMARD OAK DR, Midwest City, OK, 73020	Jon Hill	B-25-1497	
6/10/25	2039 YORKSHIRE DR, 73130	Jon Hill	B-25-1496	
6/11/25	1212 NOTTOWAY DR, Midwest City, OK, 73130	Brian Arthur	B-25-1486	
6/11/25	713 FAIRLANE DR, Midwest City, OK, 73110	Ward Christopher	B-25-1386	\$13,000.00
6/11/25	605 CROSBY BLVD, Midwest City, OK, 73110	Ward Christopher	B-25-1409	\$17,000.00
6/11/25	1417 MARYDALE AVE, 73130	Polly Black	B-25-1544	\$0.00
6/12/25	11553 CARLTON CT, Midwest City, OK, 73130	Betty McDonald	B-25-1545	\$5,000.00
6/16/25	217 KENDRA DR, 73110	Gabe Willard	B-25-1570	\$0.00
6/24/25	2900 SHADYBROOK DR, Midwest City, OK, 73110	Ward Christopher	B-25-1616	\$24,000.00
6/24/25	607 E GRUMMAN DR, Midwest City, OK, 73110	Ward Christopher	B-25-1630	\$16,000.00
6/24/25	9116 STONE GATE, Midwest City, OK, 73130	Ward Christopher	B-25-1632	\$11,000.00
6/25/25	11306 ROEFAN RD, 73130	Rita Wiggins	B-25-1636	\$20,526.00
6/25/25	410 W FAIRCHILD DR, Midwest City, OK, 73110	Rita Wiggins	B-25-1640	\$9,815.00
6/25/25	1312 ALAN LN, 73130	Mike lyda	B-25-1662	
6/25/25	11704 LORENE AVE, Midwest City, OK, 73130	Ward Christopher	B-25-1650	\$15,000.00
6/26/25	9105 OAK CLIFF DR, Midwest City, OK, 73130	Suntech Heat & Air	B-25-1661	\$0.00
6/26/25	217 E RANDALL DR, 73110	Kevin Reynolds	B-25-1675	\$0.00
6/26/25	6225 SE 11TH ST, Midwest City, OK, 73110	advent mechanical	B-25-1652	\$8,000.00
6/30/25	10600 KRISTIE LN, Midwest City, OK, 73130	Jon Hill	B-25-1688	\$0.00
				\$182,915.93

Res General Plumbing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/3/25	9732 RAIL RD, Midwest City, OK, 73130	MARIAN BENDER	B-25-1451	\$3,285.00
6/5/25	3613 GLENMANOR CIR, Midwest City, OK, 73110	Rita Wiggins	B-25-1456	\$2,914.00
6/6/25	10509 RICKY LN, Midwest City, OK, 73130	WEST SHORE HOME	B-25-1476	\$7,500.00
6/9/25	516 FOSTER PL, Midwest City, OK, 73110	MARIAN BENDER	B-25-1489	\$6,325.07
6/9/25	709 SAINT PAUL AVE, Midwest City, OK, 73130	Nathaniel Belcher	B-25-1484	
6/9/25	301 CHAR LN, Midwest City, OK, 73110	Holly Ray	B-25-1493	\$14,979.83
6/9/25	1905 MELODY DR, Midwest City, OK, 73130	Holly Ray	B-25-1494	\$17,767.96
6/9/25	229 WIMBLEDON RD, Midwest City, OK, 73130	Holly Ray	B-25-1495	\$18,476.55
6/10/25	3909 ROSEWOOD DR, 73110	JONES, FRED GUTHRIE	B-25-1500	\$0.00
6/10/25	445 W SILVER MEADOW DR, Midwest City, OK, 73110	Legacy 4, Inc	B-25-1467	\$0.00

6/10/25	512 COUNTRY CLUB CIR, 73110	Okie Elite Plumbing	B-25-1519	\$2,000.00
6/11/25	820 ASKEW DR, Midwest City, OK, 73110	Joshua Skalicky	B-25-1536	
6/12/25	11614 ZANDRA AVE, Midwest City, OK, 73130	MARIAN BENDER	B-25-1548	\$2,395.00
6/16/25	716 WOODLAND DR, Midwest City, OK, 73130	Daniel Chesnut	B-25-1571	
6/16/25	2309 SAINT LUKE, Midwest City, OK, 73141	Brooklyn Dougan	B-25-1567	
6/17/25	3309 PLEASANT DR, Midwest City, OK, 73110	Brandon Schovanec	B-25-1561	
6/17/25	2340 N TOWRY DR, Midwest City, OK, 73110	Beth Chapman	B-25-1579	\$3,405.78
6/17/25	1425 MAGNOLIA LN, Midwest City, OK, 73110	STANLEY PLUMBING SERVICES LLC	B-25-1588	\$0.00
6/18/25	808 TIMBER RIDGE RD, Midwest City, OK, 73130	Brooklyn Dougan	B-25-1587	\$2,650.00
6/18/25	2337 AVERY AVE, Midwest City, OK, 73130	HERMAN'S PLUMBING	B-25-1602	\$2,530.00
6/18/25	9725 KENT DR, 73130	Jay Joyner	B-25-1524	
6/18/25	1121 CEDAR HILL PL, Midwest City, OK, 73110	WEST SHORE HOME	B-25-1605	\$8,500.00
6/18/25	617 LOTUS AVE, Midwest City, OK, 73130	STANLEY PLUMBING SERVICES LLC	B-25-1600	
6/19/25	9719 NE 3RD PL, 73130	tom maples	B-25-1620	\$3,000.00
6/24/25	12800 KATIE CT, Midwest City, OK, 73020	Daniel Chesnut	B-25-1638	\$0.00
6/24/25	701 COUNTRY LN, Midwest City, OK, 73130	Jennifer Kipp	B-25-1623	\$500.00
6/24/25	7210 SE 15TH ST, 73110	Jennifer Kipp	B-25-1645	\$500.00
6/25/25	260 E KEY BLVD, 73110	christopher dolezal	B-25-1653	
6/25/25	1908 HONEYSUCKLE LN, Midwest City, OK, 73130	Holly Ray	B-25-1637	\$2,338.01
6/25/25	3509 OAKHURST DR, 73110	DUNCAN, FREDDIE LEE	B-25-1671	\$0.00
6/26/25	4021 CRAB TREE CV, Midwest City, OK, 73110	Hoyt Ritchie	B-25-1677	\$6,500.00
6/26/25	10305 SE 24TH ST, 73130	Colter R Nolan	B-25-1681	\$0.00
6/30/25	228 E KEY BLVD, Midwest City, OK, 73110	MARIAN BENDER	B-25-1656	\$2,680.00
				\$108,247.20

Res New Const Electrical Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/2/25	10729 PAINTED TURTLE WAY, 73130	Lisa	B-25-1438	
6/4/25	2914 TREIGHT CREEK LN, 73110	JUSTIN SEATON	B-25-1461	\$0.00
6/4/25	2895 TREIGHT CREEK LN, 73110	JUSTIN SEATON	B-25-1462	\$0.00
6/5/25	2893 TREIGHT CREEK LN, 73110	JUSTIN SEATON	B-25-1472	\$0.00
6/5/25	9600 SE 4TH ST	John pinnick	B-25-1470	
6/9/25	2897 TREIGHT CREEK LN, 73110	JUSTIN SEATON	B-25-1473	\$0.00
6/11/25	709 SAINT PAUL AVE, 73130	John Martin	B-25-1504	
6/16/25	2508 MARSH LN, Midwest City, OK, 73130	Lisa Skipper	B-25-1556	
6/18/25	2708 SNAPPER LN, 73130	Lisa	B-25-1606	
6/18/25	10907 GREEN TURTLE CIR, Midwest City, OK, 73130	Lisa Skipper	B-25-1607	

\$0.00

Res New Const Mechanical Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/3/25	10729 PAINTED TURTLE WAY, MIDWEST CITY, OK, 73130	Justin Dirks	B-25-1180	

6/3/25	2504 MARSH LN, MIDWEST CITY, OK, 73130	Justin Dirks	B-25-1387	
6/11/25	2508 MARSH LN, MIDWEST CITY, OK, 73130	Justin Dirks	B-25-1531	
6/16/25	1409 OELKE DR, 73110	Juan chacon	B-25-1577	\$10,000.00
6/24/25	2516 MARSH LN, Midwest City, OK, 73130	Justin Dirks	B-25-1582	
6/24/25	2512 MARSH LN, Midwest City, OK, 73130	Justin Dirks	B-25-1535	
6/26/25	9600 SE 4TH ST, Midwest City, OK, 73130	JOSEPH DEGEORGE	B-25-1657	

\$10,000.00

Res New Const Plumbing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/6/25	1317 MCDONALD DR, Midwest City, OK, 73130	James Head	B-25-1482	\$10,000.00
6/10/25	13195 RED OAK DR, 73020	Barbara Brown	B-25-1503	
6/12/25	308 HUDSON PL, MIDWEST CITY, OK, 0	ROBBY VINCENT	B-25-1543	
6/16/25	9077 NE 13TH ST, 21, 73130	Red Plains Plumbing	B-25-1572	\$100.00
6/16/25	9077 NE 13TH ST, 22, 73130	Red Plains Plumbing	B-25-1573	
6/16/25	9077 NE 13TH ST, 23, 73130	Red Plains Plumbing llc	B-25-1574	
6/16/25	9077 NE 13TH ST, 24, 73130	Red Plains Plumbing LLC	B-25-1575	
6/18/25	2903 TREIGHT CREEK LN, 73110	Colter R Nolan	B-25-1592	
6/18/25	2905 TREIGHT CREEK LN, 73110	Colter R Nolan	B-25-1593	
6/18/25	2907 TREIGHT CREEK LN, 73110	Colter R Nolan	B-25-1594	\$0.00
6/18/25	2909 TREIGHT CREEK LN, 73110	Colter R Nolan	B-25-1595	\$0.00
6/18/25	2915 TREIGHT CREEK LN, 73110	Colter R Nolan	B-25-1596	\$0.00
6/18/25	2917 TREIGHT CREEK LN, 73110	Colter R Nolan	B-25-1597	\$0.00
6/25/25	4202 N SHADYBROOK DR, Midwest City, OK, 73110	Hipolito Perez	B-25-1664	\$0.00
6/30/25	11871 E RENO AVE, Midwest City, OK, 73130	Alice Leep	B-25-1699	

\$10,100.00

Res Retaining Wall Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/10/25	11150 E RENO AVE, Midwest City, OK, 73130	Allen Smith	B-25-1346	\$6,600.00
6/19/25	11611 TYSON CT, Midwest City, OK, 73130	Carlos Rodriguez	B-25-1502	\$17,500.00

\$24,100.00

Res Roofing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/4/25	104 E KERR DR, 73110	Tyler Major	B-25-1460	\$20,000.00
6/5/25	12411 ELIZABETH DR, 73130	Garrett Maples	B-25-1474	\$15,000.00
6/11/25	716 ROYAL AVE, Midwest City, OK, 73130	Charles Tartaglione	B-25-1534	\$10,000.00
6/11/25	705 HEDGE DR, Midwest City, OK, 73110	Providence Construction & Restoration	B-25-1538	\$30,000.00
6/11/25	925 BOYKIN DR, Midwest City, OK, 73110	Providence Construction & Restoration	B-25-1539	\$23,200.00
6/11/25	621 BRADLEY CIR, Midwest City, OK, 73110	Providence Construction & Restoration	B-25-1540	\$20,982.00
6/11/25	548 ATKINSON DR, Midwest City, OK, 73110	Providence Construction & Restoration	B-25-1541	\$17,169.00
6/11/25	306 DRAPER DR, Midwest City, OK, 73110	Providence Construction & Restoration	B-25-1542	\$22,870.00

6/13/25	8900 OAK VALLEY DR, Midwest City, OK, 73110	Parker Brothers Construction and Roofing inc.	B-25-1555	\$13,500.00
6/16/25	200 W MARSHALL DR, Midwest City, OK, 73110	Josh Tucker	B-25-1568	\$6,800.00
6/16/25	320 E KITTYHAWK DR, 73110	Frances K Martinez	B-25-1576	\$1,000.00
6/17/25	9703 WOODROCK CT, 73130	Bill Traut	B-25-1562	\$28,600.00
6/17/25	8806 FAIRFIELD GREENS DR, 73110	Tyler Major	B-25-1589	\$0.00
6/23/25	9424 RHYTHM RD, Midwest City, OK, 73130	Domingo	B-25-1626	\$7,200.00
6/23/25	337 N DOUGLAS BLVD, Midwest City, OK, 73130	Domingo Vargas	B-25-1627	\$4,500.00
6/23/25	3440 GLENVALLEY DR, Midwest City, OK, 73110	Patriot Roofing	B-25-1628	\$20,000.00
6/24/25	9304 NE 13TH PL, Midwest City, OK, 73130	Ricky James	B-25-1642	\$13,000.00
6/24/25	10813 O'HARA LN, Midwest City, OK, 73130	Mitchell Construction & Renovations	B-25-1634	\$14,000.00
6/25/25	601 N PINE ST, Midwest City, OK, 73130	Teresa Lehman	B-25-1648	\$8,800.00
6/26/25	211 HELM DR, Midwest City, OK, 73130	CANTRELL EXTERIOR FINISHES LLC	B-25-1646	\$17,000.00
6/26/25	503 HELM DR, Midwest City, OK, 73130	CANTRELL EXTERIOR FINISHES LLC	B-25-1647	\$18,000.00
6/26/25	3612 OAK GROVE, Midwest City, OK, 73110	Parker Brothers Construction and Roofing inc.	B-25-1670	\$15,000.00
6/26/25	921 KING AVE, Midwest City, OK, 73130	Parker Brothers Construction and Roofing inc.	B-25-1678	\$7,800.00
				\$334,421.00

Res Single-Fam Addition Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/24/25	600 LLOYD AVE, Midwest City, OK, 73130	Espaniola Bowen	B-25-1622	\$65,000.00
				\$65,000.00

Res Single-Fam New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/23/25	122 FRIENDLY RD, Midwest City, OK, 73130	sycamore roofing	B-25-1102	\$200,000.00
6/23/25	118 FRIENDLY RD, Midwest City, OK, 73130	Sycamore Roofing	B-25-1101	\$200,000.00
6/25/25	10036 PRIMROSE LN, Midwest City, OK, 73130	Swm Sons	B-25-1235	\$420,000.00
				\$820,000.00

Res Single-Fam Remodel Building Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/9/25	928 BROWN DR, Midwest City, OK, 73110	Scott Copeland	B-25-1431	\$30,324.49
6/12/25	9719 NE 3RD ST, Midwest City, OK, 73130	Garrett Maples	B-25-1475	\$50,000.00
				\$80,324.49

Res Solar Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/2/25	119 ORCHARD DR, Midwest City, OK, 73110	Marcus Mumm, MAYER SOLAR	B-25-1279	\$7,830.00
6/9/25	3300 N VIEW POINT DR, Midwest City, OK, 73110	Blake Gareenstroom	B-25-0889	\$30,504.00
6/9/25	3300 N VIEW POINT DR, Midwest City, OK, 73110	AGUAYO, JESUS	B-25-0889	\$30,504.00

6/10/25	1402 MAGNOLIA LN, 73110	Anthony Duplantis, GREEN LIGHT	B-25-1412	\$18,642.02
6/17/25	2416 MAPLE DR	Shawn Harmon	B-25-1215	\$4,060.00
6/18/25	2500 SNAPPER LN, 73130	Ricky J Gehret, ION SOLAR	B-25-1492	\$21,000.00
				\$112,540.02

Res Storm Shelter Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/5/25	2412 FOREST GLEN DR, 73020	Baylor Newell	B-25-1064	\$4,200.00
6/5/25	314 KING AVE, Midwest City, OK, 73130	Mid-Del Group Home	B-25-1445	\$4,000.00
6/5/25	711 SMALL OAKS DR, Midwest City, OK, 73110	Mid-Del Group Home	B-25-1442	\$4,000.00
6/5/25	608 N MIDWEST BLVD, Midwest City, OK, 73110	Mid-Del Group Home	B-25-1443	\$4,000.00
6/5/25	620 HEDGE DR, Midwest City, OK, 73110	Mid-Del Group Home	B-25-1444	\$4,000.00
6/5/25	13208 SAWTOOTH OAK RD, 73020	Jethro Elmer Ancog	B-25-1388	\$3,300.00
6/5/25	10309 SE 25TH ST, 73130	Isiah Mayes	B-25-1446	\$3,225.00
6/11/25	9117 OAKWOOD DR, Midwest City, OK, 73130	Nakita Walser	B-25-1481	\$3,900.00
6/11/25	9709 KENT DR, Midwest City, OK, 73130	Valerie Green	B-25-1490	\$3,900.00
6/12/25	1120 OAK HILL DR, Midwest City, OK, 73110	Travis Coston	B-25-1396	\$3,900.00
6/17/25	308 THREE OAKS DR, 73130	Bryan Brumley	B-25-1088	\$3,900.00
6/23/25	6009 SE 5TH ST, Midwest City, OK, 73110	Community Action Agency of OKC and OK/CN Counties Inc.	B-25-1564	\$2,000.00
				\$44,325.00

Grand Total: \$11,401,215.97



100 N Midwest Boulevard - Midwest City, OK 73110

Inspections Summary - Inspected 6/1/2025 to 6/30/2025

<u>Inspection Description</u>	<u>Count</u>
Accessory Bldg Inspection	3
Building/Electrical General Inspection	13
Buildings - CO Inspection & Sign Off	1
Com Building Final Inspection	5
Com Electrical Ceiling Inspection	2
Com Electrical Final Inspection	6
Com Electrical Final Reinspection	1
Com Electrical Ground Inspection	2
Com Electrical Rough-in Inspection	2
Com Electrical Service Inspection	3
Com Electrical Wall Inspection	2
Com Fence Inspection	1
Com Footing & Building Setback Inspection	2
Com Framing Inspection	4
Com Gas Piping Inspection	2
Com Grease Trap Final Inspection	3
Com Grease Trap Final Reinspection	1
Com Grease Trap Rough Inspection (Building)	2
Com Grease Trap Rough Inspection (Line Maintenance)	2
Com Mechanical Ceiling Inspection	4
Com Mechanical Final Inspection	4
Com Plumbing Final Inspection	1
Com Plumbing Final Reinspection	1
Com Plumbing Ground Inspection	5
Com Plumbing Ground Reinspection	1
Com Plumbing Rough-in Inspection	1
Com Roofing Inspection	2
Com Sewer Service Inspection	3
Com Water Service Line Inspection	1
Electrical Generator Inspection	2
Fire - CO Inspection & Sign Off	3
Fire - CO Reinspection & Sign Off	2
General Inspection	2
Hot Water Tank Inspection	14
Hot Water Tank Reinspection	3
Irrigation System Inspection	1
Mechanical Change Out Inspection	18
Mechanical Change Out Reinspection	3
Placard Issued	2
Planning - CO Inspection & Sign Off	5
Plumbing/Mechanical General Inspection	2
Pre-Con Site Inspection/Meeting	22
Res Building Final Inspection	4
Res Building Final Reinspection	4
Res Carport Inspection	7

Res Drainage1 Inspection	2
Res Drainage3 Reinspection	1
Res Drainage4 Reinspection	1
Res Driveway Inspection	6
Res Electrical Final Inspection	8
Res Electrical Final Reinspection	4
Res Electrical Rough-in Inspection	14
Res Electrical Rough-in Reinspection	2
Res Electrical Service Inspection	21
Res Electrical Service Reinspection	1
Res Footing & Building Setback Inspection	10
Res Footing & Building Setback Reinspection	2
Res Framing Inspection	18
Res Framing Reinspection	8
Res Gas Meter Inspection	3
Res Gas Meter Reinspection	1
Res Gas Piping Inspection	13
Res Gas Piping Reinspection	5
Res Insulation Inspection	5
Res Mechanical Final Inspection	4
Res Mechanical Final Reinspection	2
Res Mechanical Rough-in Inspection	13
Res Patio Cover Inspection	1
Res Plumbing Final Inspection	6
Res Plumbing Final Reinspection	1
Res Plumbing Ground Inspection	19
Res Plumbing Ground Reinspection	2
Res Plumbing Rough-in Inspection	15
Res Plumbing Rough-in Reinspection	3
Res Retaining Wall Final Inspection	1
Res Retaining Wall Inspection	1
Res Roofing Inspection	5
Res Roofing Reinspection	2
Res Sewer Service Inspection	21
Res Sewer Service Reinspection	3
Res Solar Final	1
Res Solar Final Inspection	2
Res Storm Shelter Inspection	11
Res Temporary Electrical Pole Inspection	4
Res Termite Inspection	3
Res Water Service Line Inspection	23
Residential Meter Tap Inspection	25
Sewer Cap Inspection	1
Sewer Cap/Cave Inspection	1
Sign Inspection	2
Special Revocable Permit (Planning Manager)	1
Stormwater Site Inspection (Residential)	1
Utilities - CO Inspection & Sign Off	3
Utilities Site Inspection (Residential)	2
Utilities Site Reinspection (Residential)	2
<hr/>	
Total Number of Inspections:	480



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: July 22, 2025

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

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

MWC Water Department (191) decreased because of the payment to:
H & H Plumbing & Utilities Inc <\$613,768>

Sooner Rose TIF (352) decreased due to the following transactions:

Debt service payment decreased fund balance	<\$1,270,172>
Ad Valorem tax increased fund balance	\$724,610

MWC Hospital Authority (425) activities for June:

Compounded Principal (9010) - unrealized gain on investment	\$2,429,078
- realized gain on investment	\$1,131,923
Discretionary (9050) - unrealized gain on investment	\$1,286,404
- realized gain on investment	\$599,450

Tiatia Cromar

Tiatia Cromar
Finance Director/ City Treasurer

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

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2024 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	10,716,479	(17,607)	10,602,218	3,510,919	(3,414,265)	96,654	10,698,872
10	GENERAL	15,033,259	(151,563)	14,564,397	45,346,044	(45,028,745)	317,299	14,881,696
13	STREET AND ALLEY FUND	2,116,708	-	1,905,991	618,407	(407,690)	210,717	2,116,708
14	TECHNOLOGY FUND	799,731	-	702,378	280,929	(183,576)	97,353	799,731
15	STREET LIGHT FEE	695,053	-	926,093	624,524	(855,564)	(231,040)	695,053
16	REIMBURSED PROJECTS	903,907	(1,600)	1,830,255	662,970	(1,590,918)	(927,948)	902,307
20	MWC POLICE DEPARTMENT	16,252,630	(4,092)	15,755,687	20,001,367	(19,508,515)	492,852	16,248,538
21	POLICE CAPITALIZATION	2,321,559	-	2,042,168	2,148,516	(1,869,125)	279,391	2,321,559
25	JUVENILE FUND	125,414	-	107,039	64,743	(46,368)	18,375	125,414
30	POLICE STATE SEIZURES	85,949	-	122,201	17,177	(53,430)	(36,252)	85,949
31	SPECIAL POLICE PROJECTS	92,543	-	79,275	20,016	(6,748)	13,268	92,543
35	EMPLOYEE ACTIVITY FUND	17,660	-	11,482	23,209	(17,031)	6,178	17,660
36	JAIL	313,658	-	239,506	117,096	(42,945)	74,151	313,658
37	POLICE IMPOUND FEE	153,907	-	142,752	39,946	(28,791)	11,155	153,907
40	MWC FIRE DEPARTMENT	10,334,537	(4)	10,248,563	15,244,226	(15,158,255)	85,970	10,334,533
41	FIRE CAPITALIZATION	3,122,389	-	2,805,222	818,180	(501,013)	317,168	3,122,389
45	MWC WELCOME CENTER	669,719	-	610,847	237,899	(179,028)	58,872	669,719
46	CONV / VISITORS BUREAU	911,480	-	727,189	431,222	(246,931)	184,291	911,480
60	CAPITAL DRAINAGE IMP	283,841	-	458,571	487,360	(662,091)	(174,731)	283,841
61	STORM WATER QUALITY	1,595,559	-	1,664,376	957,123	(1,025,939)	(68,816)	1,595,559
65	STREET TAX FUND	2,588,874	-	2,497,454	685,823	(594,402)	91,420	2,588,874
70	EMERGENCY OPER FUND	1,926,358	-	1,632,454	1,070,101	(776,197)	293,904	1,926,358
75	PUBLIC WORKS ADMIN	1,214,464	-	1,178,989	1,467,316	(1,431,841)	35,475	1,214,464
80	INTERSERVICE FUND	641,874	-	499,625	3,624,652	(3,482,403)	142,250	641,874
81	SURPLUS PROPERTY	826,287	(619,042)	173,682	76,259	(42,696)	33,563	207,245
115	ACTIVITY FUND	469,620	(3,600)	533,225	233,200	(300,405)	(67,205)	466,020
123	PARK & RECREATION	3,627,769	(12,764)	2,355,834	1,810,502	(551,331)	1,259,171	3,615,005
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	666,045	(666,045)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	301,962	-	173,118	220,305	(91,461)	128,843	301,962
143	GRANT FUNDS	72,510	(12,510)	67,094	2,914,311	(2,921,406)	(7,094)	60,000
157	CAPITAL IMPROVEMENTS	9,806,573	(190,094)	5,911,177	5,232,456	(1,527,155)	3,705,301	9,616,479
172	CAP. WATER IMP-WALKER	1,655,017	-	2,826,592	775,764	(1,947,338)	(1,171,575)	1,655,017
178	CONST LOAN PAYMENT REV	5,898,441	-	5,028,768	1,535,450	(665,777)	869,673	5,898,441
184	SEWER BACKUP FUND	164,471	-	78,534	86,427	(490)	85,937	164,471
186	SEWER CONSTRUCTION	4,734,072	(6,489)	3,068,800	1,952,115	(293,332)	1,658,783	4,727,583

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

Fund Number	Fund Description	Assets	Liabilities	6/30/2024 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
187	UTILITY SERVICES	1,561,312	(924)	1,170,665	1,553,825	(1,164,102)	389,723	1,560,388
188	CAP. SEWER IMP.-STROTH	2,702,775	-	2,160,141	971,821	(429,187)	542,634	2,702,775
189	UTILITIES CAPITAL OUTLAY	3,421,051	(111,917)	2,988,498	320,636	-	320,636	3,309,134
190	MWC SANITATION DEPARTMENT	8,406,772	-	7,561,319	9,510,151	(8,664,697)	845,453	8,406,772
191	MWC WATER DEPARTMENT	9,224,258	(3,285,149)	5,002,695	11,483,779	(10,547,364)	936,414	5,939,110
192	MWC SEWER DEPARTMENT	7,641,890	(84)	6,036,177	10,632,049	(9,026,419)	1,605,630	7,641,806
193	MWC UTILITIES AUTHORITY	1,382,263	-	1,342,942	39,743	(422)	39,321	1,382,263
194	DOWNTOWN REDEVELOPMENT	381,220	(1,172)	505,281	14,341	(139,573)	(125,232)	380,048
195	HOTEL/CONFERENCE CENTER	629,423	(1,179,621)	(410,137)	4,583,776	(4,723,836)	(140,060)	(550,198)
196	HOTEL 4% FF&E	967,216	-	868,516	198,575	(99,875)	98,700	967,216
197	JOHN CONRAD REGIONAL GOLF	1,734,259	(10,309)	1,219,818	2,071,936	(1,567,805)	504,132	1,723,950
201	URBAN RENEWAL AUTHORITY	2,554,079	-	163,889	9,331,884	(6,941,695)	2,390,190	2,554,079
202	RISK MANAGEMENT	1,678,098	(37)	1,572,367	1,653,667	(1,547,972)	105,695	1,678,061
204	WORKERS COMP	3,642,975	-	3,410,296	1,083,274	(850,595)	232,679	3,642,975
220	ANIMALS BEST FRIEND	143,209	(2,000)	129,659	125,073	(113,523)	11,550	141,209
225	HOTEL MOTEL FUND	-	-	-	716,276	(716,276)	-	-
230	CUSTOMER DEPOSITS	1,528,292	(1,528,292)	-	55,303	(55,303)	-	-
235	MUNICIPAL COURT	93,980	(93,980)	-	3,387	(3,387)	-	-
240	L & H BENEFITS	2,883,705	(48,631)	2,346,380	11,659,673	(11,170,980)	488,694	2,835,074
250	CAPITAL IMP REV BOND	1,676,287	(28,148,904)	(27,223,481)	11,937,087	(11,186,223)	750,864	(26,472,617)
269	2002 G.O. STREET BOND	-	-	47,057	1,005	(48,062)	(47,057)	-
270	2018 ELECTION G.O. BOND	2,266,069	-	5,405,521	247,969	(3,387,421)	(3,139,452)	2,266,069
271	2018 G.O. BONDS PROPRIETARY	305,288	-	309,618	13,679	(18,010)	(4,331)	305,288
272	2022 ISSUE G.O. BOND	906,819	-	1,034,513	33,363	(161,057)	(127,694)	906,819
310	DISASTER RELIEF	8,323,381	(231,590)	7,900,727	415,929	(224,866)	191,063	8,091,790
340	REVENUE BOND SINKING FUND	-	-	-	2,532,674	(2,532,674)	-	-
350	G. O. DEBT SERVICES	2,832,428	(14,576)	2,881,644	4,028,237	(4,092,028)	(63,791)	2,817,853
352	SOONER ROSE TIF	1,589,915	-	1,509,975	1,703,785	(1,623,845)	79,940	1,589,915
353	ECONOMIC DEV AUTHORITY	60,150,682	(50,795,663)	9,405,167	1,937,551	(1,987,699)	(50,147)	9,355,019
354	NORTHSIDE TIF	27,775	(267,076)	9,651	16,124	(265,076)	(248,952)	(239,301)
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	115,731,426	(4,114)	113,031,620	10,650,061	(7,954,364)	2,695,696	115,727,316
425-9050	MWC HOSP AUTH-DISCRETIONARY	23,575,403	(1,079)	29,569,417	7,078,504	(13,073,598)	(5,995,094)	23,574,323
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	11,337,259	(32,613)	10,652,130	1,075,696	(423,180)	652,516	11,304,646
425-9080	MWC HOSP AUTH GRANTS	569,062	-	180,068	566,148	(177,155)	388,994	569,062
425-9090	MWC HOSP AUTH OPIOID SETTLEMENT	1,412,240	(4,298)	-	1,408,067	(125)	1,407,942	1,407,942
	TOTAL	381,761,111	(86,781,393)	282,359,715	223,657,645	(211,037,640)	12,620,006	294,979,720



MUNICIPAL AUTHORITY
AGENDA





MUNICIPAL AUTHORITY AGENDA

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

July 22, 2025 – 6:01 PM

Presiding members: Chairman Matthew Dukes

Trustee Susan Eads

Trustee Pat Byrne

Trustee Rita Maxwell

Trustee Marc Thompson

Trustee Sara Bana

Trustee Rick Favors

City Staff:

General Manager Tim Lyon

Secretary Sara Hancock

Authority Attorney Don Maisch

A. **CALL TO ORDER.**

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

1. Discussion, consideration and possible action to approve the minutes of the June 24, 2025 meeting. (Secretary - S. Hancock)
2. Discussion, consideration and possible action of approving a resolution for the Midwest City Municipal Authority, a public trust, to release unappropriated fund balances in the amount of \$21,632,684 at the close of day June 30, 2025 to be made available for fiscal year 2025-2026; and amending the budget for fiscal year 2025-2026 to include the released appropriations from the fiscal year 2024-2025 budgets as supplemental appropriations; and, effective July 1, 2025, renewing encumbrance commitments canceled at the close of day June 30, 2025. (Finance - T. Cromar)
3. Discussion, consideration and possible action of approving a resolution to renew the Sales Tax Agreement required for Capital Improvement Refunding Revenue Bonds, Series 2019 for FY 2025-2026. (Finance - T. Cromar)
4. Discussion, consideration, and possible action of awarding the bid to and approving a contract with Cimarron Construction Company to complete the Sanitary Sewer Aerial Crossing Support project in the amount of \$390,093.00 and authorizing the General Manager to execute the contract. (Public Works - R. Streets)
5. Discussion, consideration, and possible action of awarding the bid and authorizing contracts with Norit Americas Inc. and Brenntag Southwest, Inc., for the Water Treatment Plant Chemicals and authorizing the General Manager to execute the contracts. (Public Works - R. Streets)

6. Discussion, consideration, and possible action of declaring a flow meter, seven (7) Interceptor 400 radios, and miscellaneous light bar parts and accessories from the Stormwater Quality Division of Public Works as surplus and authorizing disposal by sealed bid, public auction, or by other means as necessary. (Public Works - R. Paul Streets)
7. Discussion, consideration, and possible action of declaring a 2020 Hustler Lawn Mower, Serial No. 19083751, from the Water Resource Recovery Facility as surplus and authorizing disposal by sealed bid, public auction, or by other means as necessary. (Public Works - R. Paul Streets)
- 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.



CONSENT AGENDA



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

Midwest City Municipal Authority Minutes
June 24, 2025

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

Chairman Matt Dukes called the meeting to order at 7:45 PM with the following member present:

	Trustee Marc Thompson	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Acting Secretary Susan Mullendore
Trustee Rita Maxwell		Authority Attorney Don Maisch
Absent: Trustee Susan Eads and Rick Favors		

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

1. Discussion, consideration and possible action to approve the minutes of the May 27, 2025 meeting.
2. Discussion, consideration and possible action to approve the meeting minutes of June 10, 2025.
3. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2024-2025, increase: Wastewater Fund, expenditures/Sewer Department (43) \$112,239; MWC Water Department Fund, revenues/Transfer In (00) \$11,281; Customer Deposits Fund, revenue/Investment Interest (00) \$11,281.; expenditures/Transfer Out (00) \$11,281.
4. Discussion, consideration, and possible action of renewing a contract for FY 2025/2026 with Republic Services of Oklahoma.
5. Discussion, consideration, and possible action of entering into an agreement for Professional Services with Garver, LLC, to provide professional services as an on-call basis for the budget year 2025-2026 and delegating City Manager ability to approve each task order up to the amount of \$100,000.

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

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

ATTEST:

MATTHEW D DUKES II, Chairman

SUSAN MULLENDORE, Acting Secretary



Finance Department

100 N. Midwest Boulevard
Midwest City, OK 73110

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: July 22, 2025

SUBJECT: Discussion, consideration and possible action of approving a resolution for the Midwest City Municipal Authority, a public trust, to release unappropriated fund balances in the amount of \$21,632,684 at the close of day June 30, 2025 to be made available for fiscal year 2025-2026; and amending the budget for fiscal year 2025-2026 to include the released appropriations from the fiscal year 2024-2025 budgets as supplemental appropriations; and, effective July 1, 2025, renewing encumbrance commitments canceled at the close of day June 30, 2025.

Staff recommends that the resolution be adopted with the amounts provided.

Tiatia Cromar

Tiatia Cromar
Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. MA2025-_____

A RESOLUTION APPROVING FOR THE MIDWEST CITY MUNICIPAL AUTHORITY, A PUBLIC TRUST, TO RELEASE UNAPPROPRIATED FUND BALANCES AT THE CLOSE OF DAY JUNE 30, 2025 TO BE MADE AVAILABLE FOR FISCAL YEAR 2025-2026; AND AMENDING THE BUDGETS FOR FISCAL YEAR 2025-2026 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2024-2025 BUDGETS AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2025, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2025.

WHEREAS, it is the Municipal Authority's intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2025 as chargeable to the FY 2024-2025 budget, renew those same commitments effective July 1, 2025, and provide budget amounts necessary for those renewed commitments to be charged against the FY 2025-2026 fiscal year budget; and

WHEREAS, the trustees of the Midwest City Municipal Authority have determined it in the best interest of the Municipal Authority to expedite the availability of the remaining fund balance at the close of day June 30, 2025, for these amounts to be available for budgeting as an available resource into the subsequent fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY MUNICIPAL AUTHORITY:

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2025, formerly charged against and payable from FY 2024-2025 budgets, are hereby cancelled and renewed effective July 1, 2025, to be charged against and payable from additional FY 2025-2026 fiscal year budget amounts to be provided through budget amendments effective July 1, 2025.

SECTION 2. Any remaining unexpended fund balance within the funds at the close of day June 30, 2025, are considered no longer a credit for that fiscal year, and are released. These released fund balance amounts from FY 2024-2025 shall be and are hereby deemed available for use as a resource in funding original or amended budget amounts for the 2025-2026 fiscal year effective July 1, 2025. The FY 2025-2026 budgets are hereby amended to add the following budgeted amounts for encumbrance commitments renewed effective July 1, 2025 and chargeable to and payable from FY 2025-2026 budgets.

Sanitation (190-4110)	\$	2,526,311
Utilities – Water (191-4210/30)	\$	4,387,628
Utilities – Wastewater (192-4210/30)	\$	2,578,380
FF&E Reserve (196-4010)	\$	332,757

Golf (197-4710)	\$	99,244
Golf (197-4810)	\$	59,103
Capital Drainage (060-7210)	\$	252,386
Storm Water Quality (061-6110)	\$	1,075,551
Capital Water Improvements (172-4910)	\$	2,226,923
Construction Loan Payment (178-4200)	\$	3,943,810
Sewer Construction (186-4600)	\$	2,962,036
Utility Services (187-5011)	\$	37,758
Capital Sewer Improvements (188-4410)	\$	1,150,797

PASSED AND APPROVED by the chairman and trustees of the Midwest City Municipal Authority this 22nd day of July, 2025.

MIDWEST CITY MUNICIPAL AUTHORITY,
a public trust

MATT DUKES, Chairman

ATTEST:

SARA HANCOCK, Secretary



Finance Department
100 N. Midwest Boulevard
Midwest City, OK 73110
www.midwestcityok.org

TO: Honorable Chairman and Trustees

FROM: Tiatia Cromar, Finance Director

DATE: July 22, 2025

SUBJECT: Discussion, consideration and possible action regarding a resolution to renew the Sales Tax Agreement required for the Capital Improvement Refunding Revenue Bonds, Series 2019 for FY 2025-2026.

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

Attached is a resolution to renew the agreement for fiscal year 2025-2026.

Tiatia Cromar
Finance Director

RESOLUTION NO. MA2025 - _____

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

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

WHEREAS, it is necessary that such Agreements be renewed, ratified and affirmed for the fiscal year of the City dated July 1, 2025 through June 30, 2026.

**NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND TRUSTEES OF
THE MIDWEST CITY MUNICIPAL AUTHORITY:**

SECTION I. The Sales Tax Agreements dated April 1, 2019, each between the City and the Authority, are hereby renewed, ratified and affirmed by the governing body of the City of Midwest City, Oklahoma, for the fiscal year ending June 30, 2026.

PASSED AND APPROVED by the Chairman and Trustees of the Midwest City Municipal Authority in Midwest City, Oklahoma, this ____ day of _____, 2025.

ATTEST:

MIDWEST CITY MUNICIPAL AUTHORITY

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

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

DONALD MAISCH, Attorney



Public Works Administration

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

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Assistant Public Works Director

cevenson@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: July 22, 2025

Subject: Discussion, consideration, and possible action of awarding the bid to and approving a contract with Cimarron Construction Company to complete the Sanitary Sewer Aerial Crossing Support project and authorizing the General Manager to execute the contract.

Public Works recently sought bids for construction services associated with the Sanitary Sewer Aerial Crossing Support project. This project will construct pipe supports for the sanitary sewer aerial crossing over Soldier Creek near the intersection of NE 10th Street and Midwest Boulevard. Work will include installation of drilled concrete supports and concrete collars, removal of an existing, abandoned AT&T telecommunications aerial crossing, and associated site work.

The bid opening occurred on July 1, 2025, for the above referenced project. Two (2) bids were received. One (1) bid was below the Engineer's Estimate of \$488,155.00. The lowest and best bid that met specifications was submitted by Cimarron Construction Company for a total base bid of \$390,093.00. Staff recommends award of the bid to Cimarron Construction Company in the amount of \$390,093.00. Upon approval, the parties will enter into a contract to be signed by the General Manager in accordance with the terms and conditions as specified herein.

The recommendation letter and bid tabulation are attached. Funds for this project are available in Account # 188-4410-432.40-06, Project # 442601.

Approval is at the discretion of the Authority.

Respectfully,

R. Paul Streets
Public Works Director

Attachments



PLUMMER

3435-006-01

July 2, 2025

Carrie J. Evenson, Ph.D., CFM
Assistant Public Works Director
Midwest City Public Works
8730 Southeast 15th St.
Midwest City, OK 73110

RE: Sanitary Sewer Aerial Crossing Support Project
Bid Recommendation Letter

Dr. Evenson:

On Thursday, July 1st, 2025 at 3:00 PM, two bids from general contractors were received, opened, and publicly read at the Midwest City Council Chambers in Midwest City, Oklahoma for the above-referenced project. The bids were as follows:

	Contractor	Bid
1.	Cimarron Construction	\$309,093.00
2.	4M Trenching	\$526,900.00

Our final Opinion of Probable Construction Cost (OPCC) was \$488,155.00. The low Bid of \$309,093.00 was submitted by Cimarron Construction Company. In the

Cimarron Construction Company has extensive aerial sanitary sewer construction experience in central Oklahoma. Plummer contacted references provided by Cimarron Construction Company and received positive feedback. Their proposal also appears to be in order. Therefore, Plummer recommends that the contract for construction of the Sanitary Sewer Aerial Crossing Support Project be awarded to Cimarron Construction Company, in the amount of \$309,093.00.

If you have any questions concerning these bids or our recommendation, please let me know.

Sincerely,

PLUMMER ASSOCIATES, INC.

Christopher Ferguson, P.E.
Oklahoma P.E. 25576
PLUMMER



Midwest City Sanitary Sewer Aerial Crossing Support Project

Bid Tabulation

Date: July 02, 2025
Prepared by: Austin Kirk
Reviewed by: Christopher Ferguson, Oklahoma PE No. 25576



PLUMMER

				Engineer's Estimate		Cimarron Construction		4M Trenching	
Item	Description	Unit	Qty	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization and Demobilization (5%)	LS	1	\$ 24,000	\$ 24,000.00	\$19,503.00	\$19,503.00	\$25,000.00	\$25,000.00
2	Color Audio/Video Recording Pre and Post Construction (Recorded Digitally)	LS	1	\$ 8,000	\$ 8,000.00	\$3,591.00	\$3,591.00	\$5,000.00	\$5,000.00
3	Demolition and Removal of 14" AT&T Aerial Crossing	LF	70	\$ 157	\$ 10,990.00	\$101.00	\$7,070.00	\$250.00	\$17,500.00
4	Drilled Concrete Pier Supports	VF	80	\$ 1,350	\$ 108,000.00	\$1,655.00	\$132,400.00	\$2,300.00	\$184,000.00
5	Site Preparation	LS	1	\$ 40,000	\$ 40,000.00	\$24,114.00	\$24,114.00	\$30,000.00	\$30,000.00
6	Traffic Control Plan	LS	1	\$ 12,000	\$ 12,000.00	\$8,551.00	\$8,551.00	\$8,000.00	\$8,000.00
7	Utility Location and Support	LS	1	\$ 18,000	\$ 18,000.00	\$5,286.00	\$5,286.00	\$10,000.00	\$10,000.00
8	Temporary Construction Entrance and Permit	EA	2	\$ 22,000	\$ 44,000.00	\$3,850.00	\$7,700.00	\$2,500.00	\$5,000.00
9	Remove and Replace Curb and Gutter	LF	120	\$ 35	\$ 4,200.00	\$165.00	\$19,800.00	\$60.00	\$7,200.00
10	Remove and Replace Sidewalk	SY	40	\$ 60	\$ 2,400.00	\$325.00	\$13,000.00	\$120.00	\$4,800.00
11	Concrete Collar with Spread Footing	EA	2	\$ 10,750	\$ 21,500.00	\$24,841.00	\$49,682.00	\$16,000.00	\$32,000.00
12	Construction Survey	LS	1	\$ 7,500	\$ 7,500.00	\$3,111.00	\$3,111.00	\$5,000.00	\$5,000.00
13	Sediment and Erosion Control	LS	1	\$ 20,000	\$ 20,000.00	\$5,941.00	\$5,941.00	\$15,000.00	\$15,000.00
14	Storm Water Pollution Prevention Plan	LS	1	\$ 8,000	\$ 8,000.00	\$1,472.00	\$1,472.00	\$3,000.00	\$3,000.00
15	Utility Dome Marker	EA	2	\$ 220	\$ 440.00	\$800.00	\$1,600.00	\$200.00	\$400.00
16	Concrete Cable Mat	SY	115	\$ 140	\$ 16,100.00	\$223.00	\$25,645.00	\$140.00	\$16,100.00
17	18" Reinforced Concrete Pipe (Class III) with Headwalls	LF	25	\$ 335	\$ 8,375.00	\$367.00	\$9,175.00	\$320.00	\$8,000.00
18	Riprap	SY	500	\$ 230	\$ 115,000.00	\$79.00	\$39,500.00	\$260.00	\$130,000.00
19	Solid Slab Sodding	SY	2850	\$ 5	\$ 14,250.00	\$4.00	\$11,400.00	\$6.00	\$17,100.00
20	Seeding	SY	200	\$ 2	\$ 400.00	\$2.00	\$400.00	\$4.00	\$800.00
21	GPS As Built Survey	LS	1	\$ 5,000	\$ 5,000.00	\$1,152.00	\$1,152.00	\$3,000.00	\$3,000.00
Total				\$488,155.00		\$390,093.00		\$526,900.00	

CONSTRUCTION SERVICES AGREEMENT
between
CIMARRON CONSTRUCTION COMPANY
And
MIDWEST CITY MUNICIPAL AUTHORITY

THIS CONSTRUCTION SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The Midwest City Municipal Authority, a public trust created pursuant to Oklahoma State Law for the benefit of Midwest City (hereinafter referred to as “**Authority**”), and Cimarron Construction Company, (hereinafter referred to as “**Service Provider**”) (**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.

WITNESSETH:

WHEREAS, the **Authority** is in need of the following construction services to include furnishing all materials, equipment, and tools; performing all necessary labor; and completing the construction of facilities, including all work appurtenant thereto, for the Sanitary Sewer Aerial Crossing Support project; and

WHEREAS, **Service Provider** is in the business of providing construction services that is needed by the **Authority**; and

WHEREAS, the **Authority** and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Authority** the requested construction services; and

WHEREAS, **Authority** hereby retains **Service Provider** to provide construction services as an independent contractor; and

WHEREAS, **Service Provider** agrees to provide the **Authority** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Authority** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in the RFP and in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Authority**, and **Service Provider** hereby agree as follows:

1. INDEPENDENT CONTRACTOR STATUS

Subject to the terms and conditions of this Agreement, the Authority retains the Service Provider as an independent contractor, to provide **Authority** all services, in accordance with the standards exercised by experts in the field, necessary to provide the Authority services, products,

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solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this Agreement. The **Authority** shall meet with **Service Provider** to identify service needs on a project-by-project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this Agreement. The **Authority** may issue a purchase order for the identified services accompanied by **Service Provider’s** written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **Authority**, and, upon approval of the invoice, the **Authority** will pay the invoice. Upon completion of each Project and provision to the **Authority** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Authority** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This Agreement governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Authority**. The Attachments are incorporated into this Agreement by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this Agreement.

b) The text of this Agreement together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the **Authority** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement.

c) If there is a conflict in language, terms, conditions, or provisions, in this Agreement between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and

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precedence:

- Attachment “A” (“Scope of Services”)
- Attachment “B” (“Schedule of Fees / Rate Card”),
- Attachment “C” (“**Service Provider’s Team**”),
- Attachment “D” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “Service Provider’s Project Team”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in **Attachment “A” (“Scope of Services”)** or the Project.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Authority’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Authority, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services to be provided as set forth on Attachment “C” (“**Service Provider’s Team**”) without the prior written consent of the **Authority**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Authority**.

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3. CONSIDERATION

A. The **Authority** shall pay the **Service Provider** the compensation after completion of Projects or Deliverables as specified in **Attachment “B” (“Schedule of Fees / Rate Card”)**.

B. The **Authority** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider’s Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Authority** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

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

B. The **Authority** shall not withhold any social security tax, workmen’s compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider’s Team**, assigned to work on the Project for the **Authority** are not employees of the **Authority**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Authority**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider’s Project Team**, assigned to work on the Project for the **Authority** are not eligible to

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participate in any health, welfare or retirement benefit programs provided by the **Authority** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect until the Project is completed and accepted, unless terminated by either party as provided for herein.

B. The **Authority** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Authority**.

1. Upon receipt of a notice of termination for the *convenience* from the **Authority**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Authority** all licenses, work, products, deliverables, solutions, communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Authority**, the **Authority** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Authority**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Authority** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage

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as security for payment of any costs, expenses, or damages incurred by the **Authority** by reason of **Service Provider's** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Authority** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Authority** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

C. Upon notice to **Service Provider**, the **Authority** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Authority** issues a stop work order to **Service Provider**, the **Authority** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Authority**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Authority** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Authority**, without cause and without cost to the **Authority**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for Convenience.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **Authority** shall pay **Service Provider** for such properly documented invoices, if any, in

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accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Authority** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Authority**.

2. Upon termination for *convenience* of the Project and the providing to the **Authority** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Authority** shall own all rights and license for the Deliverables and other work products related to that Project.

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Authority's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Authority**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Authority** shall be entitled to recover, should the **Authority** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a

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demand by the **Authority**. Should the **Service Provider** fail to reimburse the **Authority** within thirty (30) calendar days of demand, the **Authority** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate* protecting the **Authority** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Authority** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Authority** within five (5) days of the execution of this **Agreement**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Authority** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage

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required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Authority** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Authority** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Authority** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Authority** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Authority**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit,

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restrict, or inhibit the rights of the **Authority** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Authority**, the **Authority** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Authority's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Authority**, shall disclose to any person, other than to the **Authority**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

10. NOTICES

A. Notices and other communications to the **Authority** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

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

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

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Don Noble, President

Cimarron Construction Company

3501 NE 63rd Street

Oklahoma City, OK 73121

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Authority**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Authority**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Authority**. The **Authority** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Authority**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Authority** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

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13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Authority** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **Authority**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms,

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covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Authority** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Authority**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

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Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Authority** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Authority** through a purchase order.

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24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Authority** 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%).

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Authority** as the last party hereto.

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IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this **Agreement** on the dates set forth below.

Service Provider: _____ Cimarron Construction Company

By: _____

Name: _____

Title: _____

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APPROVED by the Council and **SIGNED** by the General Manager for the Midwest City Municipal Authority this _____ day of _____, 2025.

MIDWEST CITY MUNICIPAL AUTHORITY

GENERAL MANAGER

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

Attachment A - Excerpt from Bid Documents

- E. Engineer: Plummer Associates, Inc.
 - 1. Contact: Christopher Ferguson, P.E.
 - 2. Address: 531 Couch Drive, Suite 200, Oklahoma City, Oklahoma 73102
 - 3. Telephone: 405-652-1274

1.3 DESCRIPTION OF WORK

- A. The Work, under this Contract, consists of the removal of an existing AT&T telecommunications aerial crossing, and the installation of pipe supports for the sanitary sewer aerial crossing including drilled concrete supports, concrete collars, and associated site work.
- B. The Project consists of the Work in the Plans and Specifications.
- C. The construction Work to be executed in the field will be based on Conformed Drawings and Specifications, which will be prepared by the Engineer based on the Work included in the Final Plans and Specifications.
- D. Unless otherwise specified, Contractor shall provide the following:
 - 1. Temporary facilities and controls as specified in SECTION 01 32 39 – CONTRACTOR REQUIREMENTS.
 - 2. Provide quality control, material testing, field testing, and related services in accordance with requirements of each Specification Section.
 - 3. Provide quality assurance and control services in accordance with requirements in each Specification Section. Owner provided quality assurance and quality control services would be an overview of the Work during construction.
 - 4. Provide training of Owner's operation and maintenance personnel in accordance with SECTION 01 78 23 – OPERATION AND MAINTENANCE DATA.
 - 5. Field surveying required for support of construction operations. Applicable permits, licenses and jurisdictional inspections, certificate of occupancy, and related work as necessary for Owner to assume operation of facility.

1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

1.5 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.
- B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Limits: Confine construction operations to areas where work is permitted.
 - 2. Owner Occupancy: Allow for Owner occupancy of Project site.
 - 3. Driveways and Entrances: Keep driveways and entrances serving facilities clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- C. Use of Existing Facilities: Maintain existing building, structures and/or site elements in a working condition throughout construction period. Repair damage caused by construction operations. Protect any facility and their occupants during construction period.

BID

Proposal of Cimarron Construction Company

_____ (hereinafter called BIDDER"),

organized and existing under the laws of the State of Oklahoma

doing business as *Corporation

To the **MIDWEST CITY MUNICIPAL AUTHORITY** (hereinafter called "CITY").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all work for the construction of the following:

SANITARY SEWER AERIAL CROSSING SUPPORT PROJECT

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under the contract documents on or before a date to be specified in the NOTICE TO PROCEED and to substantially complete the PROJECT within 75 calendar days after the Notice to Proceed and fully complete the PROJECT within 90 calendar days after the Notice to Proceed. In the event of the PROJECT being substantially complete with the exception of the emergency generator, the CITY will pause PROJECT calendar until the emergency generator is onsite, pending the following requirements:

BIDDER further agrees to pay as liquidated damages the sum of One Hundred Dollars (\$100.00) per day for each consecutive calendar day thereafter as provided in Section 14 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

* Insert "a corporation," "a partnership" or "an individual" as applicable.

Attachment B - Excerpt from Bid

DETAILED BID FORM

SANITARY SEWER AERIAL CROSSING SUPPORT PROJECT

Detailed bids shown below shall reflect all related project costs including, but not limited to, equipment, materials, labor, overhead and profit for installation and construction of each item per the drawings and specifications. Contractor is responsible for verifying quantities. See Appendix I to the Instructions to Bidders for directions and a sample Detailed Bid Form.

<u>Pay Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Item Total</u>
1.	1	Lump Sum	Mobilization and Demolition (5%)		
Nineteen Thousand Five Hundred and Three				Dollars	\$19,503.00
(Dollars per unit written)					\$19,503.00
2.	1	Lump Sum	Color Audio/Video Recording Pre and Post Construction (Recorded Digitally)		
Three Thousand Five Hundred Ninety One				Dollars	\$3,591.00
(Dollars per unit written)					\$3,591.00
3.	70	Linear Feet	Demolition and Removal of 14" AT&T Aerial Crossing		
One Hundred and One				Dollars	\$101.00
(Dollars per unit written)					\$7,070.00
4.	80	Vertical Feet	Drilled Concrete Pier Supports		
One Thousand Six Hundred Fifty Five				Dollars	\$1,655.00
(Dollars per unit written)					\$132,400.00
5.	1	Lump Sum	Site Preparation		
Twenty Four Thousand One Hundred Fourteen				Dollars	\$24,114.00
(Dollars per unit written)					\$24,114.00
6.	1	Lump Sum	Traffic Control Plan		
Eight Thousand Five Hundred Fifty One				Dollars	\$8,551.00
(Dollars per unit written)					\$8,551.00
7.	1	Lump Sum	Utility Location and Support		
Five Thousand Two Hundred Eighty Six				Dollars	\$5,286.00
(Dollars per unit written)					\$5,286.00
8.	2	Each	Temporary Construction Entrance and Permit		
Three Thousand Eight Hundred Fifty				Dollars	\$3,850.00
(Dollars per unit written)					\$7,700.00

<u>Pay Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Item Total</u>
9.	120	Linear Feet	Remove and Replace Curb and Gutter		
One Hundred Sixty Five <i>(Dollars per unit written)</i>				Dollars \$165.00	\$19,800.00
10.	40	Square Yard	Remove and Replace Sidewalk		
Three Hundred Twenty Five <i>(Dollars per unit written)</i>				Dollars \$325.00	\$13,000.00
11.	2	Each	Concrete Collar with Spread Footing		
Twenty Four Thousand Eight Hundred Forty One <i>(Dollars per unit written)</i>				Dollars \$24,841.00	\$49,682.00
12.	1	Lump Sum	Construction Survey		
Three Thousand One Hundred Eleven <i>(Dollars per unit written)</i>				Dollars \$3,111.00	\$3,111.00
13.	1	Lump Sum	Sediment and Erosion Control		
Five Thousand Nine Hundred Forty One <i>(Dollars per unit written)</i>				Dollars \$5,941.00	\$5,941.00
14.	1	Lump Sum	Stormwater Pollution Prevention Plan		
One Thousand Four Hundred Seventy Two <i>(Dollars per unit written)</i>				Dollars \$1,472.00	\$1,472.00
15.	2	Each	Utility Dome Marker		
Eight Hundred <i>(Dollars per unit written)</i>				Dollars \$800.00	\$1,600.00
16.	115	Square Yard	Concrete Cable Mat		
Two Hundred Twenty Three <i>(Dollars per unit written)</i>				Dollars \$223.00	\$25,645.00
17.	25	Linear Feet	18" Reinforced Concrete Pipe (Class III)		
Three Hundred Sixty Seven <i>(Dollars per unit written)</i>				Dollars \$367.00	\$9,175.00
18.	500	Square Yard	Riprap		
Seventy Nine <i>(Dollars per unit written)</i>				Dollars \$79.00	\$39,500.00
19.	2850	Square Yard	Solid Slab Sodding		
Four <i>(Dollars per unit written)</i>				Dollars \$4.00	\$11,400.00

20.	200	Square Yard	Seeding			
<u>Two</u>				Dollars	<u>\$2.00</u>	<u>\$400.00</u>
<i>(Dollars per unit written)</i>						

21.	1	Lump Sum	GPS As Built Survey			
<u>One Thousand One Hundred Fifty Two</u>				Dollars	<u>\$1,152.00</u>	<u>\$1,152.00</u>
<i>(Dollars per unit written)</i>						

BASE BID SUBTOTAL (Sum of ITEMS 1-21)

<u>Three Hundred Ninety Thousand Ninety Three</u>				Dollars		<u>\$390,093.00</u>
<i>(Dollars per unit written)</i>						



Public Works Administration

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

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Assistant Public Works Director

cevenson@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: July 22, 2025

Subject: Discussion, consideration, and possible action of awarding the bid and authorizing contracts with Norit Americas Inc., and Brenntag Southwest, Inc., for the Water Treatment Plant Chemicals and authorizing the General Manager to execute the contracts.

Public Works recently sought bids for the following chemicals used in the drinking water treatment process at the Water Treatment Plant: granular activated carbon, liquid chlorine, and liquid polymer coagulant.

The bid opening occurred on July 1, 2025, for the above referenced chemicals. Two (2) bids were received.

Virgin Granular Activated Carbon (GAC)

	Description	Quantity*	Norit Americas, Inc.			Brenntag Southwest, Inc.		
			Cost (\$/ft ³)	Cost/Filter	Extended Cost	Cost (\$/ft ³)	Cost/Filter	Extended Cost
1	Virgin GAC Bituminous 8x30 (Delivered and placed in filter)	9600 ft ³	\$55.86	\$134,064.00	\$536,256.00	No bid	No bid	No bid
2	GAC Lignite 8x30 (Delivered and placed in filter)	9600 ft ³	\$78.96	\$189,504.00	\$758,016.00	No bid	No bid	No bid

* For Evaluation Purposes Only

Liquid Chlorine

	Description	Quantity	Norit Americas, Inc.	Brenntag Southwest, Inc.
			Cost (\$)	Cost (\$)
1	Liquid Chlorine	per ton	No bid	\$2,398.00

Liquid Polymer Coagulant

	Description	Quantity	Norit Americas, Inc.	Brenntag Southwest, Inc.
			Cost (\$)	Cost (\$)
1	Liquid Polymer Coagulant, per 30,260 lb	per lb	No bid	\$0.6056
2	Liquid Polymer Coagulant, per < 15,180 lb	per lb	No bid	\$0.7303

Staff recommends award of the bid to Norit Americas Inc. for purchase of granular activated carbon and to Brenntag Southwest, Inc., for liquid chlorine and liquid polymer coagulant. Upon approval, the parties will enter into contracts to be signed by the General Manager in accordance with the terms and conditions as specified herein.

The bid tabulation is attached. Funds for this project are available in Account # 191-4210-461.20-49.

Approval is at the discretion of the Authority.

Respectfully,

A handwritten signature in black ink, reading "R. Paul Streets". The signature is written in a cursive, flowing style.

R. Paul Streets
Public Works Director

Attachments

Bid Tabulation - 2025 Water Treatment Chemicals**Virgin Granular Activated Carbon (GAC)**

		Norit Americas, Inc.				Brenntag Southwest, Inc.		
	Description	Quantity*	Cost (\$/ft ³)	Cost/Filter	Extended Cost	Cost (\$/ft ³)	Cost/Filter	Extended Cost
<u>1</u>	Virgin GAC Bituminous 8x30 (Delivered and placed in filter)	9600 ft ³	\$55.86	\$134,064.00	\$536,256.00	No bid	No bid	No bid
<u>2</u>	GAC Lignite 8x30 (Delivered and placed in filter)	9600 ft ³	\$78.96	\$189,504.00	\$758,016.00	No bid	No bid	No bid

* For Evaluation Purposes Only

Liquid Chlorine

		Norit Americas, Inc.		Brenntag Southwest, Inc.
	Description	Quantity	Cost (\$)	Cost (\$)
<u>1</u>	Liquid Chlorine	per ton	No bid	\$2,398.00

Liquid Polymer Coagulant

		Norit Americas, Inc.		Brenntag Southwest, Inc.
	Description	Quantity	Cost (\$)	Cost (\$)
<u>1</u>	Liquid Polymer Coagulant, per 30,260 lb	per lb	No bid	\$0.6056
<u>2</u>	Liquid Polymer Coagulant, per < 15,180 lb	per lb	No bid	\$0.7303

PURCHASE AGREEMENT
between
NORIT AMERICAS INC.
And
MIDWEST CITY MUNICIPAL AUTHORITY

THIS Purchase Agreement (hereinafter referred to as “**Agreement**”) is entered into by and among the **Midwest City Municipal Authority**, a public trust created pursuant to Oklahoma State Law for the benefit of Midwest City (hereinafter referred to as “**Midwest City**”)] and **Norit Americas Inc.**, a corporation, registered to do business in the State of Oklahoma (hereinafter referred to as “**Provider**”) (**Midwest City** and **Provider** being collectively referred to herein as “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Midwest City is in need to purchase the following goods for its operations: granular activated carbon, (hereinafter referred to as “**Goods**”); and

WHEREAS, Midwest City solicited bids from vendors for the purchase of the **Goods**; and

WHEREAS, Midwest City published the request for bids from vendors for the purchase of the **Goods**; and

WHEREAS, Provider submitted a bid, based on the solicitation published by **Midwest City**; and

WHEREAS, Midwest City and **Provider** desire to enter into an **Agreement** for the purchase of the **Goods**; and

NOW THEREFORE, Midwest City and **Provider** agree as follows:

1. AGREEMENT

- A. **Provider** agrees to sell the **Goods** listed in “**Attachment A**” to **Midwest City**.
- B. The prices for the **Goods** that are to be purchased are listed in “**Attachment A**”.
- C. The prices established in “**Attachment A**” shall remain fixed and shall not change for the term of this **Agreement**.

2. TERM

A. The initial term of the **Agreement** is shall commence on 12:00 am Central Daylight Time on August 1, 2025 and ending at 11:59 p.m. Central Daylight Time on July 31, 2026.

B. The **Parties** agree that at the end of the initial term, this **Agreement** may be extended for an additional one-year term, by agreement of the **Parties**, in writing, signed by all **Parties**. If such an

PURCHASE AGREEMENT
between
NORIT AMERICAS INC.
And
MIDWEST CITY MUNICIPAL AUTHORITY

agreement is not signed by the **Parties**, the term will not be extended, the **Agreement** will expire at the end of the term then in effect, and no additional extensions will be accomplished by way of this provision.

C. This **Agreement** is also subject to termination of this **Agreement** and as set forth herein.

3. Payment

Midwest City shall issue a Purchase Order for the purchase of the **Goods** from **Provider**. Upon issuance and receipt of the Purchase Order **Provider** shall deliver the **Goods** to **Midwest City**. Upon receipt of the goods **Midwest City** shall transmit payment to **Provider**, within forty-five (45) days of the delivery of the **Goods**.

4. DELIVERY

A. **Provider** shall deliver the **Goods** to **Midwest City** at:

Midwest City Water Treatment Plant
10701 Water Plant Road
Midwest City, OK 73130

B. **Midwest City** inspect the **Goods** upon receipt to ensure quality and quantity.

C. **Provider** shall guarantee the **Goods** delivered shall not be damaged and in working order.

5. TERMINATION.

A. This **Agreement** may be terminated by either party for any reason or for no reason upon thirty (30) days written notice to the other party.

B. This **Agreement** may be terminated by any party for cause upon the passage of thirty (30) days, subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.

7. OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT.

Midwest City is a governmental subdivisions of the State of Oklahoma and subject to the Oklahoma Governmental Tort Claims Act at Title 51 of the Oklahoma Statutes, § 151 *et seq.* Any action brought by either Party or by any third-party against **Midwest City** based on the **Parties** entering into this

PURCHASE AGREEMENT
between
NORIT AMERICAS INC.
And
MIDWEST CITY MUNICIPAL AUTHORITY

agreement shall comply with the requirements and procedures set forth in the Oklahoma Governmental Tort Claims Act.

8. NOTICES

A. Notices and other communications to the **Midwest City** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

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

AND

Midwest City Municipal Authority,
c/o City of Midwest City Public Works Authority
Attention: Director of Public Works
100 N. Midwest Boulevard
Midwest City, OK 73110

B. Notices or other communications to **Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Brooke Broadus, Inside Sales
3200 University Ave
Marshall, TX 75670

C. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

PURCHASE AGREEMENT
between
NORIT AMERICAS INC.
And
MIDWEST CITY MUNICIPAL AUTHORITY

9. ABIDES BY LAW

Provider must abide by the conditions of this **Agreement**, the ordinances of **Midwest City**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”).

10. LIMITATION

The **Agreement** consideration provided herein does not include or limit any remuneration or reimbursement for any loss, expense, or damages, if any, which may be caused by **Provider** or incurred by the **Midwest City** hereunder or under any insurance or indemnification provision herein.

11. ASSIGNMENT

Provider may not assign this **Agreement** to any entity or third party without the written consent of the **Midwest City**.

12. COMPLETE AGREEMENT

This is the complete agreement between the **Parties** and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all **Parties** hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

13. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

14. MULTIPLE ORIGINALS

This **Agreement** may be executed in multiple counterparts, each of which shall be deemed an original.

15. ANTI-COLLUSION

Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Midwest City** as to the terms or conditions of this **Agreement**, and

PURCHASE AGREEMENT
between
NORIT AMERICAS INC.
And
MIDWEST CITY MUNICIPAL AUTHORITY

has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **Midwest City**, either directly or indirectly, in procuring and execution of this **Agreement**.

16. WARRANTY

Provider warrants that the **Goods** provided under this **Agreement** shall be sold and delivered consistent with generally prevailing professional standards and expertise. **Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all **Goods**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Agreement**. Provided however, any breach by **Provider** which interferes with the operations of **Midwest City** must be cured immediately; and **Midwest City** reserves the right to immediately terminate this **Agreement** if **Provider** fails to cure any such breach.

C. Should **Midwest City** breach this **Agreement**, **Provider** may only recover that proportion of the any **Goods** sold. **Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. ENVIRONMENTAL

A. **Provider** shall not permit any chemical substance or hazardous material to be delivered

PURCHASE AGREEMENT
between
NORIT AMERICAS INC.
And
MIDWEST CITY MUNICIPAL AUTHORITY

with the **Goods** purchased by **Midwest City**. **Provider** shall notify the **Midwest City** of the presence, even if temporary, of any chemical substance or hazardous material delivered by its officers, representatives, agents, employees, contractors, or invitees, prisoners or hold prisoners.

B. If **Provider** breaches the obligations stated in the preceding paragraph, or if the presence of the chemical substance or hazardous material brought to **Midwest City** by **Provider** or its contractors, employees, agents, that results in contamination of the water supply of **Midwest City**, or if contamination by the chemical substance or hazardous material otherwise occurs for which **Provider** is legally liable, **Provider** shall indemnify, defend and hold **Midwest City** and their officers, trustees, representatives, contractors, agents and employees harmless from any and all injuries, deaths, property damage, claims, judgments, damages, penalties, fines, costs, liabilities, losses, diminution in value, damages for the loss or restriction on use, sums paid in settlement of claims, and attorneys', consultants' and expert fees (collectively, "Environmental Claims") which arise during or after any term of this **Agreement** hereof as a result of such contamination.

C. This indemnification of **Midwest City** by **Provider** also includes, without limitation, costs and expenses incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by **Midwest City** or any federal, state or local government agency or political subdivision because of any chemical substance or hazardous material present in the soil or ground water caused by **Provider**.

D. Without limiting the foregoing, if the presence of any chemical substance or hazardous material brought to **Midwest City** by **Provider**, its employees, agents, contractors results in any contamination of the water supply of **Midwest City**, **Provider** shall promptly take all actions at its sole expense as are necessary to return the water supply of **Midwest City** to the condition existing prior to the introduction of any such chemical substance or hazardous material. The foregoing indemnity shall survive the expiration or earlier termination of this **Agreement**.

E. As used herein, the term "chemical substance" shall mean a substance obtained by a chemical process or used for producing a chemical effect, including but not limited to pesticides, herbicides and fertilizers, and the term "hazardous material" means any hazardous or toxic substance, material or waste, including but not limited to those substances, materials and wastes listed by the

PURCHASE AGREEMENT
between
NORIT AMERICAS INC.
And
MIDWEST CITY MUNICIPAL AUTHORITY

Environmental Protection Agency as hazardous substances, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.

19. INSPECTION

Midwest City shall have the right to inspect any and all **Goods** from **Provider** pursuant to the terms of this **Agreement** prior to accepting delivery of the **Goods**.

20. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Provider** and **Midwest City**, and none of the provisions hereof are intended to benefit any third parties.

21. VENUE AND CHOICE OF LAW

All **Parties** hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All **Parties** agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

22. MISCELLANEOUS

A. **Midwest City** retains the right to contract for the **Goods** listed in this **Agreement** from more than one vendor. This **Agreement** does not create any exclusivity between **Provider** and **Midwest City** for the purchase of the **Goods**.

B. The execution of this **Agreement** does not guarantee to purchase of any **Goods** by **Midwest City** from **Provider**.

23. AMENDMENTS

Any amendments to this **Agreement** must be in writing, signed and approved by the **Parties**.

PURCHASE AGREEMENT
between
NORIT AMERICAS INC.
And
MIDWEST CITY MUNICIPAL AUTHORITY

24. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by **Midwest City** as the last party hereto.

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PURCHASE AGREEMENT
between
NORIT AMERICAS INC.
And
MIDWEST CITY MUNICIPAL AUTHORITY

APPROVED and **SIGNED** by _____, a properly authorized representative to execute this **Agreement** on the dates set forth below.

Service Provider: _____ Norit Americas Inc. _____

By: _____

Name: _____

Title: _____

Date: _____

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PURCHASE AGREEMENT
between
NORIT AMERICAS INC.
And
MIDWEST CITY MUNICIPAL AUTHORITY

APPROVED by the General Manager for **Midwest City Municipal Authority** this _____ day
of _____, 202____.

MIDWEST CITY MUNICIPAL AUTHORITY

GENERAL MANAGER

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

Invitation to Bid

Water Treatment Chemicals

MIDWEST CITY MUNICIPAL AUTHORITY

8730 SE 15th Street
MIDWEST CITY, OKLAHOMA 73110

Write legibly in ink or use typewriter.

Published In
The Journal Record

Dates Advertised
June 10 and June 17, 2025

Bids must be in the Office of the Secretary By:
Tuesday, July 1, 2025, no later than 2:00 p.m.

VIRGIN GRANULAR ACTIVATED CARBON (GAC):

Note: Includes the removal and disposal of spent carbon and selection, purchase, and placement of new carbon in filters.

	Description	Quantity*	Cost (\$/ft ³)	Cost/Filter	Extended Cost
* <u>1</u>	Virgin GAC Bituminous 8x30 (Delivered and placed in filter)	9600 ft ³	\$55.86	\$134,064.00	\$536,256.00
* <u>2</u>	GAC Lignite 8x30 (Delivered and placed in filter)	9600 ft ³	\$78.96	\$189,504.00	\$758,016.00

* For Evaluation Purposes Only

* Contingent upon acceptance of the provisions, exceptions and clarifications in the bid cover letter dated 6/30/2025.

LIQUID CHLORINE:

	Description	Quantity	Cost (\$)
<u>1</u>	Liquid Chlorine	per ton	No bid.

LIQUID POLYMER COAGULANT:

	Description	Quantity	Cost (\$)
<u>1</u>	Liquid Polymer Coagulant, per 30,260 lb	per lb	No bid.
<u>2</u>	Liquid Polymer Coagulant, per < 15,180 lb	per lb	No bid.

THE MIDWEST CITY MUNICIPAL AUTHORITY IS EXEMPT FROM PAYMENT OF OKLAHOMA SALES TAX AND FEDERAL EXCISE TAX.

I have examined the specifications and agree, provided I am awarded a contract within thirty (30) days from the date fixed for opening bids, to provide the above described items for the sum shown, in accordance with the terms and conditions attached to this sheet as "Agreement By Bidder."

REPLACEMENT WILL BE COMPLETED IN 90 DAYS OR LESS FROM DATE OF ORDER. DATED THIS 30th DAY OF June, 2025.

FIRM Norit Americas, Inc BY Brooke Broadus

ADDRESS 3200 University Ave., Marshall, TX 75670 TITLE Inside Sales

PURCHASE AGREEMENT
between
BRENNTAG SOUTHWEST, INC.
And
MIDWEST CITY MUNICIPAL AUTHORITY

THIS Purchase Agreement (hereinafter referred to as “**Agreement**”) is entered into by and among the **Midwest City Municipal Authority**, a public trust created pursuant to Oklahoma State Law for the benefit of Midwest City (hereinafter referred to as “**Midwest City**”), and **Brenntag Southwest, Inc.**, a corporation, registered to do business in the State of Oklahoma (hereinafter referred to as “**Provider**”) (**Midwest City** and **Provider** being collectively referred to herein as “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Midwest City is in need to purchase the following goods for its operations: liquid chlorine and liquid polymer coagulant, (hereinafter referred to as “**Goods**”); and

WHEREAS, Midwest City solicited bids from vendors for the purchase of the **Goods**; and

WHEREAS, Midwest City published the request for bids from vendors for the purchase of the **Goods**; and

WHEREAS, Provider submitted a bid, based on the solicitation published by **Midwest City**; and

WHEREAS, Midwest City and **Provider** desire to enter into an **Agreement** for the purchase of the **Goods**; and

NOW THEREFORE, Midwest City and **Provider** agree as follows:

1. AGREEMENT

- A. **Provider** agrees to sell the **Goods** listed in “**Attachment A**” to **Midwest City**.
- B. The prices for the **Goods** that are to be purchased are listed in “**Attachment A**”.
- C. The prices established in “**Attachment A**” shall remain fixed and shall not change for the term of this **Agreement**.

2. TERM

A. The initial term of the **Agreement** is shall commence on 12:00 am Central Daylight Time on August 1, 2025 and ending at 11:59 p.m. Central Daylight Time on July 31, 2026.

B. The **Parties** agree that at the end of the initial term, this **Agreement** may be extended for an additional one-year term, by agreement of the **Parties**, in writing, signed by all **Parties**. If such an

PURCHASE AGREEMENT
between
BRENNTAG SOUTHWEST, INC.
And
MIDWEST CITY MUNICIPAL AUTHORITY

agreement is not signed by the **Parties**, the term will not be extended, the **Agreement** will expire at the end of the term then in effect, and no additional extensions will be accomplished by way of this provision.

C. This **Agreement** is also subject to termination of this **Agreement** and as set forth herein.

3. Payment

Midwest City shall issue a Purchase Order for the purchase of the **Goods** from **Provider**. Upon issuance and receipt of the Purchase Order **Provider** shall deliver the **Goods** to **Midwest City**. Upon receipt of the goods **Midwest City** shall transmit payment to **Provider**, within forty-five (45) days of the delivery of the **Goods**.

4. DELIVERY

A. **Provider** shall deliver the **Goods** to **Midwest City** at:

Midwest City Water Treatment Plant

10701 Water Plant Road

Midwest City, OK 73130

B. **Midwest City** inspect the **Goods** upon receipt to ensure quality and quantity.

C. **Provider** shall guarantee the **Goods** delivered shall not be damaged and in working order.

5. TERMINATION.

A. This **Agreement** may be terminated by either party for any reason or for no reason upon thirty (30) days written notice to the other party.

B. This **Agreement** may be terminated by any party for cause upon the passage of thirty (30) days, subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.

7. OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT.

Midwest City is a governmental subdivisions of the State of Oklahoma and subject to the Oklahoma Governmental Tort Claims Act at Title 51 of the Oklahoma Statutes, § 151 *et seq.* Any action brought by either Party or by any third-party against **Midwest City** based on the **Parties** entering into this

PURCHASE AGREEMENT
between
BRENNTAG SOUTHWEST, INC.
And
MIDWEST CITY MUNICIPAL AUTHORITY

agreement shall comply with the requirements and procedures set forth in the Oklahoma Governmental Tort Claims Act.

8. NOTICES

A. Notices and other communications to the **Midwest City** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

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

AND

Midwest City Municipal Authority,
c/o City of Midwest City Public Works Authority
Attention: Director of Public Works
100 N. Midwest Boulevard
Midwest City, OK 73110

B. Notices or other communications to **Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Gayle Tullier
704 E. Wintergreen Road
Lancaster, TX 75134

C. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

PURCHASE AGREEMENT
between
BRENTAG SOUTHWEST, INC.
And
MIDWEST CITY MUNICIPAL AUTHORITY

9. ABIDES BY LAW

Provider must abide by the conditions of this **Agreement**, the ordinances of **Midwest City**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”).

10. LIMITATION

The **Agreement** consideration provided herein does not include or limit any remuneration or reimbursement for any loss, expense, or damages, if any, which may be caused by **Provider** or incurred by the **Midwest City** hereunder or under any insurance or indemnification provision herein.

11. ASSIGNMENT

Provider may not assign this **Agreement** to any entity or third party without the written consent of the **Midwest City**.

12. COMPLETE AGREEMENT

This is the complete agreement between the **Parties** and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all **Parties** hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

13. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

14. MULTIPLE ORIGINALS

This **Agreement** may be executed in multiple counterparts, each of which shall be deemed an original.

15. ANTI-COLLUSION

Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Midwest City** as to the terms or conditions of this **Agreement**, and

PURCHASE AGREEMENT
between
BRENNTAG SOUTHWEST, INC.
And
MIDWEST CITY MUNICIPAL AUTHORITY

has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **Midwest City**, either directly or indirectly, in procuring and execution of this **Agreement**.

16. WARRANTY

Provider warrants that the **Goods** provided under this **Agreement** shall be sold and delivered consistent with generally prevailing professional standards and expertise. **Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all **Goods**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Agreement**. Provided however, any breach by **Provider** which interferes with the operations of **Midwest City** must be cured immediately; and **Midwest City** reserves the right to immediately terminate this **Agreement** if **Provider** fails to cure any such breach.

C. Should **Midwest City** breach this **Agreement**, **Provider** may only recover that proportion of the any **Goods** sold. **Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. ENVIRONMENTAL

A. **Provider** shall not permit any chemical substance or hazardous material to be delivered

PURCHASE AGREEMENT
between
BRENNTAG SOUTHWEST, INC.
And
MIDWEST CITY MUNICIPAL AUTHORITY

with the **Goods** purchased by **Midwest City**. **Provider** shall notify the **Midwest City** of the presence, even if temporary, of any chemical substance or hazardous material delivered by its officers, representatives, agents, employees, contractors, or invitees, prisoners or hold prisoners.

B. If **Provider** breaches the obligations stated in the preceding paragraph, or if the presence of the chemical substance or hazardous material brought to **Midwest City** by **Provider** or its contractors, employees, agents, that results in contamination of the water supply of **Midwest City**, or if contamination by the chemical substance or hazardous material otherwise occurs for which **Provider** is legally liable, **Provider** shall indemnify, defend and hold **Midwest City** and their officers, trustees, representatives, contractors, agents and employees harmless from any and all injuries, deaths, property damage, claims, judgments, damages, penalties, fines, costs, liabilities, losses, diminution in value, damages for the loss or restriction on use, sums paid in settlement of claims, and attorneys', consultants' and expert fees (collectively, "Environmental Claims") which arise during or after any term of this **Agreement** hereof as a result of such contamination.

C. This indemnification of **Midwest City** by **Provider** also includes, without limitation, costs and expenses incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by **Midwest City** or any federal, state or local government agency or political subdivision because of any chemical substance or hazardous material present in the soil or ground water caused by **Provider**.

D. Without limiting the foregoing, if the presence of any chemical substance or hazardous material brought to **Midwest City** by **Provider**, its employees, agents, contractors results in any contamination of the water supply of **Midwest City**, **Provider** shall promptly take all actions at its sole expense as are necessary to return the water supply of **Midwest City** to the condition existing prior to the introduction of any such chemical substance or hazardous material. The foregoing indemnity shall survive the expiration or earlier termination of this **Agreement**.

E. As used herein, the term "chemical substance" shall mean a substance obtained by a chemical process or used for producing a chemical effect, including but not limited to pesticides, herbicides and fertilizers, and the term "hazardous material" means any hazardous or toxic substance, material or waste, including but not limited to those substances, materials and wastes listed by the

PURCHASE AGREEMENT
between
BRENNTAG SOUTHWEST, INC.
And
MIDWEST CITY MUNICIPAL AUTHORITY

Environmental Protection Agency as hazardous substances, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.

19. INSPECTION

Midwest City shall have the right to inspect any and all **Goods** from **Provider** pursuant to the terms of this **Agreement** prior to accepting delivery of the **Goods**.

20. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Provider** and **Midwest City**, and none of the provisions hereof are intended to benefit any third parties.

21. VENUE AND CHOICE OF LAW

All **Parties** hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All **Parties** agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

22. MISCELLANEOUS

A. **Midwest City** retains the right to contract for the **Goods** listed in this **Agreement** from more than one vendor. This **Agreement** does not create any exclusivity between **Provider** and **Midwest City** for the purchase of the **Goods**.

B. The execution of this **Agreement** does not guarantee to purchase of any **Goods** by **Midwest City** from **Provider**.

23. AMENDMENTS

Any amendments to this **Agreement** must be in writing, signed and approved by the **Parties**.

PURCHASE AGREEMENT
between
BRENNTAG SOUTHWEST, INC.
And
MIDWEST CITY MUNICIPAL AUTHORITY

24. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by **Midwest City** as the last party hereto.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

PURCHASE AGREEMENT
between
BRENNTAG SOUTHWEST, INC.
And
MIDWEST CITY MUNICIPAL AUTHORITY

APPROVED and **SIGNED** by _____, a properly authorized representative to execute this **Agreement** on the dates set forth below.

Service Provider: _____ Brenntag Southwest, Inc. _____

By: _____

Name: _____

Title: _____

Date: _____

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PURCHASE AGREEMENT
between
BRENNTAG SOUTHWEST, INC.
And
MIDWEST CITY MUNICIPAL AUTHORITY

APPROVED by the General Manager for **Midwest City Municipal Authority** this _____ day
of _____, 2025.

MIDWEST CITY MUNICIPAL AUTHORITY

GENERAL MANAGER

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

Attachment A

Invitation to Bid
Water Treatment Chemicals

MIDWEST CITY MUNICIPAL AUTHORITY

8730 SE 15th Street
MIDWEST CITY, OKLAHOMA 73110

Write legibly in ink or use typewriter.

Published In
The Journal Record

Dates Advertised
June 10 and June 17, 2025

Bids must be in the Office of the Secretary By:
Tuesday, July 1, 2025, no later than 2:00 p.m.

VIRGIN GRANULAR ACTIVATED CARBON (GAC):

Note: Includes the removal and disposal of spent carbon and selection, purchase, and placement of new carbon in filters.

	Description	Quantity*	Cost (\$/ft ³)	Cost/Filter	Extended Cost
<u>1</u>	Virgin GAC Bituminous 8x30 (Delivered and placed in filter)	9600 ft ³	NO BID	NO BID	NO BID
<u>2</u>	GAC Lignite 8x30 (Delivered and placed in filter)	9600 ft ³	NO BID	NO BID	NO BID

* For Evaluation Purposes Only

LIQUID CHLORINE:

	Description	Quantity	Cost (\$)
<u>1</u>	Liquid Chlorine	per ton	\$2,398.00/Ton

LIQUID POLYMER COAGULANT:

	Description	Quantity	Cost (\$)
<u>1</u>	Liquid Polymer Coagulant, per 30,260 lb	per lb	\$0.6056/lb
<u>2</u>	Liquid Polymer Coagulant, per < 15,180 lb	per lb	\$0.7303/lb

THE MIDWEST CITY MUNICIPAL AUTHORITY IS EXEMPT FROM PAYMENT OF OKLAHOMA SALES TAX AND FEDERAL EXCISE TAX.

I have examined the specifications and agree, provided I am awarded a contract within thirty (30) days from the date fixed for opening bids, to provide the above described items for the sum shown, in accordance with the terms and conditions attached to this sheet as "Agreement By Bidder."

REPLACEMENT WILL BE COMPLETED IN 5 DAYS OR LESS FROM DATE OF ORDER. DATED THIS 30th DAY OF June, 2025.

FIRM Brenntag Southwest, Inc.

BY 

ADDRESS 704 E. Wintergreen Rd., Lancaster, Texas 75134

TITLE President



Public Works Administration

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

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Assistant Public Works Director

cevenson@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: July 22, 2025

Subject: Discussion, consideration, and possible action of declaring a flow meter, seven (7) Interceptor 400 radios, and miscellaneous light bar parts and accessories from the Stormwater Quality Division of Public Works as surplus and authorizing disposal by sealed bid, public auction, or by other means as necessary.

Stormwater Quality has several items, described below, that have been replaced, removed from service, and/or have no other operational value or application. As such, we recommend declaring these items surplus property and authorizing disposal by sealed bid, public auction, or other means, as necessary.

- Marsh-McBirney Flo-Mate Flow Meter, quantity = 1
- Interceptor 400 Radios, quantity = 7
- Light Bars, Multiple Manufacturers, quantity = 9
- Miscellaneous light bar parts and accessories

Action is at the discretion of the Municipal Authority.

Respectfully,

R. Paul Streets
Public Works Director



Public Works Administration

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

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Assistant Public Works Director

cevenson@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: July 22, 2025

Subject: Discussion, consideration, and possible action of declaring a 2020 Hustler Lawn Mower, Serial No. 19083751, from the Water Resource Recovery Facility as surplus and authorizing disposal by sealed bid, public auction, or by other means as necessary.

The Water Resource Recovery Facility has a 2020 Hustler lawn mower described below that has been replaced, removed from service, and have no other operational value or application. During maintenance, the Fleet Department determined that the mower required extensive repairs and should be replaced. As such, we recommend declaring this item surplus property and authorizing disposal by sealed bid, public auction, or other means, as necessary.

- Unit #43-07-64, a 2020 Hustler Lawn Mower, Serial # 19083751

Action is at the discretion of the Municipal Authority.

Respectfully,

R. Paul Streets
Public Works Director



NEW BUSINESS/
PUBLIC DISCUSSION





HOSPITAL AUTHORITY
AGENDA





MEMORIAL HOSPITAL AUTHORITY AGENDA

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

July 22, 2025 – 6:02 PM

Presiding members: Chairman Matthew Dukes

Trustee Susan Eads

Trustee Pat Byrne

Trustee Rita Maxwell

Trustee Marc Thompson

Trustee Sara Bana

Trustee Rick Favors

City Staff:

General Manager Tim Lyon

Secretary Sara Hancock

Authority Attorney Don Maisch

A. CALL TO ORDER.

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

1. Discussion, consideration and possible action to approve the minutes of the June 24, 2025 meeting. (Secretary - S. Hancock)
2. Discussion, consideration and possible action for adoption of a resolution for the Midwest City Memorial Hospital Authority, a public trust, to release unappropriated fund balance in the amount of \$28,142,822 at the close of day June 30, 2025 to be made available for fiscal year 2025-2026; and amending the budget for fiscal year 2025-2026 to include the released appropriations from the fiscal year 2024-2025 budget as supplemental appropriations; and, effective July 1, 2025, renewing encumbrance commitments canceled at the close of day June 30, 2025. (Finance - T. Cromar)
3. Discussion, consideration and possible action regarding a resolution to renew the Projects Agreement required by the Tax Apportionment Refunding Bonds, Taxable Series 2018 for FY 2025-2026. (Finance - T. Cromar)
4. Discussion, consideration and possible action of approving a request for a six (6) month extension to expend Grant funds from the 2025 Grant approval. (R. Rushing – Director of Operations).

C. DISCUSSION ITEMS.

1. Discussion, consideration and possible action of approving an amendment to the contract with the Board of Grantors limiting who can apply for grant funds to not-for-profit and/or governmental entities. (D. Maisch – Attorney).

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

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



CONSENT AGENDA



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

Midwest City Memorial Hospital Authority Minutes

June 24, 2025

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

Chairman Matt Dukes called the meeting to order at 7:46 PM with following members present:

*Trustee Susan Eads	Trustee Marc Thompson	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Acting Secretary Susan Mullendore
Trustee Rita Maxwell		Authority Attorney Don Maisch

Absent: Rick Favors

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

1. Discussion, consideration and possible action to approve the minutes of May 27, 2025 meeting.
2. Discussion, consideration and possible action to approve the meeting minutes of June 10, 2025.
3. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2024-2025, increase: Hospital Authority Fund, expenditures/Hospital Authority (90) \$126.
4. Discussion, consideration, and possible action of entering into an agreement for Professional Services with Garver, LLC, to provide professional services as an on-call basis for the budget year 2025-2026 and delegating City Manager ability to approve each task order up to the amount of \$100,000.
5. Discussion, consideration, and possible action approving the agreement with Capitol Decisions, Inc. in the total amount of \$115,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from July 1, 2025 through June 30, 2026.

DISCUSSION ITEMS.

1. **Discussion, consideration and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No Action Needed.

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

At 7:48 PM Council recessed and reconvened at 7:50 PM.

EXECUTIVE SESSION.

1. Discussion, consideration, and possible action of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3) to confer on matters pertaining to purchase or appraisal of real property concerning "Plaza 62" and "Project David"; 2) as allowed under § 307(B)(4) to discuss pending claims or actions where public body, at the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claims or conduct pending litigation or proceedings in the public interest concerning Heritage Park Mall and 3) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.

At 7:50 pm Byrne made a motion to enter Executive Session, seconded by Maxwell. Voting aye: Eads, Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: None. Absent: Eads and Favors.

*At 7:52 PM Eads arrived at the meeting.

At 9:00 PM Byrne made a motion to return to open session, seconded by Maxwell. Voting aye: Eads, Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: None. Absent: Favors.

AT 9:00 PM Eads stepped down.

Byrne made a motion to proceed as discussed in Executive Session, seconded by Bana. Voting aye: Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: none. Recused: Eads. Absent: Favors. Motion carried.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 9:01 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SUSAN MULLENDORE, Acting Secretary



Finance Department
100 N. Midwest Boulevard
Midwest City, OK 73110

MEMORANDUM

TO: Honorable Chairman and Trustees of the
Memorial Hospital Authority

FROM: Tiatia Cromar, Finance Director

DATE: July 22, 2025

SUBJECT: Discussion, consideration and possible action for adoption of a resolution for the Midwest City Memorial Hospital Authority, a public trust, to release unappropriated fund balance in the amount of \$28,142,822 at the close of day June 30, 2025 to be made available for fiscal year 2025-2026; and amending the budget for fiscal year 2025-2026 to include the released appropriations from the fiscal year 2024-2025 budget as supplemental appropriations; and, effective July 1, 2025, renewing encumbrance commitments canceled at the close of day June 30, 2025.

Staff recommends that the resolution be adopted with the amount provided.

Tiatia Cromar

Tiatia Cromar
Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. HA 2025-_____

A RESOLUTION APPROVING FOR THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, A PUBLIC TRUST, TO RELEASE UNAPPROPRIATED FUND BALANCE AT THE CLOSE OF DAY JUNE 30, 2025 TO BE MADE AVAILABLE FOR FISCAL YEAR 2025-2026; AND AMENDING THE BUDGET FOR FISCAL YEAR 2025-2026 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2024-2025 BUDGET AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2025, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2025.

WHEREAS, it is the Hospital Authority's intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2025 as chargeable to the FY 2024-2025 budget, renew those same commitments effective July 1, 2025, and provide budget amounts necessary for those renewed commitments to be charged against the FY 2025-2026 fiscal year budget; and

WHEREAS, the trustees of the Midwest City Memorial Hospital Authority have determined it is in the best interest of the Hospital Authority to expedite the availability of the remaining fund balance at the close of day June 30, 2025, for these amounts to be available for budgeting as an available resource into the subsequent fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY:

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2025, formerly charged against and payable from FY 2024-2025 budget, are hereby cancelled and renewed effective July 1, 2025, to be charged against and payable from additional FY 2025-2026 fiscal year budget amounts to be provided through budget amendments effective July 1, 2025.

SECTION 2. Any remaining unexpended fund balance within the fund at the close of day June 30, 2025, is considered no longer a credit for that fiscal year, and is released. This released fund balance amount from FY 2024-2025 shall be and is hereby deemed available for use as a resource in funding original or amended budget amounts for the 2025-2026 fiscal year effective July 1, 2025. The FY 2025-2026 budget is hereby amended to add the following budgeted amounts for encumbrance commitments renewed effective July 1, 2025 and chargeable to and payable from FY 2025-2026 budget.

Compounded Principal (425-9010)	\$	20,750,217
Discretionary/Misc (425-9050)	\$	3,071,191
In Lieu of Taxes/ROR/Misc (425-9060)	\$	4,321,414

PASSED AND APPROVED by the trustees of the Midwest City Memorial Hospital Authority this 22nd day of July, 2025.

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY, a public trust

MATT DUKES, Chairman

ATTEST:

SARA HANCOCK, Secretary



Finance Department
100 N. Midwest Boulevard
Midwest City, OK 73110
www.midwestcityok.org

TO: Honorable Chairman and Trustees

FROM: Tiatia Cromar, Finance Director

DATE: July 22, 2025

SUBJECT: Discussion, consideration and possible action regarding a resolution to renew the Projects Agreement required by the Tax Apportionment Refunding Bonds, Taxable Series 2018 for FY 2025-2026.

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

Attached is a resolution to renew the agreement for fiscal year 2025-2026.

Tiatia Cromar
Finance Director

RESOLUTION NO. HA2025-_____

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

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

WHEREAS, it is necessary that this Agreement be renewed, ratified and affirmed for the fiscal year of the City dated July 1, 2025 through June 30, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND TRUSTEES OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY:

SECTION 1. The Projects Agreement dated May 24, 2018, each between the City and the Authority, are hereby renewed, ratified and affirmed by the governing body of the City of Midwest City, Oklahoma, for the fiscal year ending June 30, 2026.

PASSED AND APPROVED by the Chairman and Trustees of the Midwest City Memorial Hospital Authority in Midwest City, Oklahoma, this ____ day of _____, 2025.

ATTEST:

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

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

DONALD MAISCH, Attorney



Director of Operations, Ryan Rushing

100 N. Midwest Boulevard
Midwest City, OK 73110
RRushing@midwestcityok.org
Office: 405.739.1205
www.midwestcityok.org

MEMORANDUM

To: Chair and Trustees of the Midwest City Memorial Hospital Authority

From: Ryan Rushing
Director of Operations

RE: Discussion, consideration and possible action of approving a request for a six (6) month extension to expend Grant funds from the 2025 Grant approval. (R. Rushing – Director of Operations).

Date: July 22, 2025

In February of 2025, the Trustees for the Midwest City Memorial Hospital Authority approved a grant to Bracht Family Ministries d/b/a Building Generations of \$2,500.00 for the development, writing and publishing of a book that covers the history of Midwest City. To date the Bracht Family Ministries d/b/a Building Generations has spent \$1,650.00 of the \$2,500.00 grant. The remaining funds are \$850.00. The Bracht Family Ministries d/b/a Building Generations would like to use the remaining funds to purchase several volumes of the book to donate to libraries within the City and Mid-Del School District, to the Midwest City Historical Society and to the City.

Therefore, Bracht Family Ministries d/b/a Building Generations specifically requests that the Hospital Authority Trustees approve this request for a six (6) month extension to expend the funds.

Respectfully submitted,

Ryan Rushing
Director of Operations



DISCUSSION ITEMS





Don Maisch, City Attorney
100 N. Midwest Boulevard
Midwest City, OK 73110
DMaisch@midwestcityok.org
Office: 405.739.1202
www.midwestcityok.org

MEMORANDUM

To: Chair and Trustees of the Midwest City Memorial Hospital Authority

From: Don Maisch
City Attorney

RE: Discussion, consideration and possible action of approving an amendment to the contract with the Board of Grantors limiting who can apply for grant funds to not-for-profit and/or governmental entities. (D. Maisch – Attorney).

Date: July 22, 2025

The proposed amendment would amend the Operating Contract between the Hospital Authority and the Board of Grantors, paragraph 3.1 (a)(2)&(3) to limit who can apply for grants. The limitation would allow only not-for-profit and/or governmental entities to apply for grants. The Hospital Authority will, on a year-by-year basis, have the authority to expand the types of entities that can apply for grants.

The President of the Midwest City Chamber of Commerce has reviewed and approved this change to the contract.

Approval is at the discretion of the Authority Trustees.

Respectfully submitted,

Don Maisch
Attorney

**FIRST AMENDMENT TO
OPERATING CONTRACT BY AND BETWEEN
THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
AND
THE TRUST BOARD OF GRANTORS**

On this _____ day of _____, 2025, the parties to the Operating Contract by and between The Midwest City Memorial Hospital Authority and The Trust Board of Grantors hereby agree to amend paragraph 3.1 (a)(2)&(3) to read as follows:

(2) Beginning no later than September 1 of each year, publicly advertise and distribute materials to governmental agencies, ~~individuals, entities, not-for-profit~~, corporations, registered pursuant to Section 501 (c)(3) of the Internal Revenue Code, or not-for-profit organizations, registered pursuant to Section 501 (c)(3) of the Internal Revenue Code, seeking a grant from the Authority for any public purpose that directly benefits the Midwest City community which may include, but shall not be limited to:

- (i) Economic development;
- (ii) Education;
- (iii) Revitalization of the city of Midwest City;
- (iv) Community;
- (v) Housing;
- (vi) Safety;
- (vii) Youth and family; or
- (viii) Health.

The Authority may, by resolution on a year-by-year basis, expand the list of entities that may be eligible to apply and receive a grant to include individuals, for-profit companies or organizations, and non-501 (c)(3) registered not-for-profit corporations and organizations;

(3) Review the grant applications received from governmental agencies, ~~individuals, entities, not-for-profit~~, corporations, registered pursuant to Section 501 (c)(3) of the Internal Revenue Code, or not-for-profit organizations, registered pursuant to Section 501 (c)(3) of the Internal Revenue Code, or other entities approved by the Authority Trustees by resolution, seeking a grant from the Authority and make recommendations to the Authority no later than March 1 each year of which grant applications to fund and in what amount within the budget set by the Authority each year.

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

APPROVED by the Trust Board of Grantors and **SIGNED** by the Chair of The Trust Board of Grantors this _____ day of _____, 2025.

THE TRUST BOARD OF GRANTORS

ZACK WATTS
CHAIR

APPROVED by the Midwest City Memorial Hospital Authority and **SIGNED** by the Chair of Memorial Hospital Authority this _____ day of _____, 2025.

**THE MIDWEST CITY MEMORIAL
HOSPITAL AUTHORITY**

MATTHEW D. DUKES, II
CHAIR

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

**FIRST AMENDMENT TO
OPERATING CONTRACT BY AND BETWEEN
THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
AND
THE TRUST BOARD OF GRANTORS**

On this _____ day of _____, 2025, the parties to the Operating Contract by and between The Midwest City Memorial Hospital Authority and The Trust Board of Grantors hereby agree to amend paragraph 3.1 (a)(2)&(3) to read as follows:

(2) Beginning no later than September 1 of each year, publicly advertise and distribute materials to governmental agencies, not-for-profit, corporations, registered pursuant to Section 501 (c)(3) of the Internal Revenue Code, or not-for-profit organizations, registered pursuant to Section 501 (c)(3) of the Internal Revenue Code, seeking a grant from the Authority for any public purpose that directly benefits the Midwest City community which may include, but shall not be limited to:

- (i) Economic development;
- (ii) Education;
- (iii) Revitalization of the city of Midwest City;
- (iv) Community;
- (v) Housing;
- (vi) Safety;
- (vii) Youth and family; or
- (viii) Health.

The Authority may, by resolution on a year-by-year basis, expand the list of entities that may be eligible to apply and receive a grant to include individuals, for-profit companies or organizations, and non-501 (c)(3) registered not-for-profit corporations and organizations;

(3) Review the grant applications received from governmental agencies, not-for-profit, corporations, registered pursuant to Section 501 (c)(3) of the Internal Revenue Code, or not-for-profit organizations, registered pursuant to Section 501 (c)(3) of the Internal Revenue Code, or other entities approved by the Authority Trustees by resolution, seeking a grant from the Authority and make recommendations to the Authority no later than March 1 each year of which grant applications to fund and in what amount within the budget set by the Authority each year.

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

APPROVED by the Trust Board of Grantors and **SIGNED** by the Chair of The Trust Board of Grantors this _____ day of _____, 2025.

THE TRUST BOARD OF GRANTORS

CHAIR

APPROVED by the Midwest City Memorial Hospital Authority and **SIGNED** by the Chair of Memorial Hospital Authority this _____ day of _____, 2025.

**THE MIDWEST CITY MEMORIAL
HOSPITAL AUTHORITY**

MATTHEW D. DUKES, II
CHAIR

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY



Memorial Hospital Authority

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

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: July 22, 2025

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

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

Tiatia Cromar
Finance Director



NEW BUSINESS/
PUBLIC DISCUSSION





ECONOMIC DEVELOPMENT
AUTHORITY AGENDA





SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA

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

July 22, 2025 – 6:03 PM

Presiding members: Chairman Matthew Dukes

Trustee Susan Eads

Trustee Pat Byrne

Trustee Rita Maxwell

Trustee Marc Thompson

Trustee Sara Bana

Trustee Rick Favors

City Staff:

General Manager Tim Lyon

Secretary Sara Hancock

Authority Attorney Don Maisch

A. **CALL TO ORDER.**

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

- 1.** Discussion, consideration and possible action to approve the minutes of the June 24, 2025 meeting. (Secretary - S. Hancock)
- 2.** Discussion, consideration and possible action of approving a resolution for the Midwest City Economic Development Authority, a public trust, to release unappropriated fund balances in the amount of \$3,034,875 at the close of day June 30, 2025 to be made available for fiscal year 2025-2026; and amending the budget for fiscal year 2025-2026 to include the released appropriations from the fiscal year 2024-2025 budgets as supplemental appropriations; and, effective July 1, 2025, renewing encumbrance commitments canceled at the close of day June 30, 2025. (Finance - T. Cromar)

C. **PUBLIC DISCUSSION.** The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

D. **ADJOURNMENT.**



CONSENT AGENDA



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

Midwest City Economic Development Authority Minutes

June 24, 2025

This **special meeting** was held in Midwest City Council Chambers at City Hall, 100 N. Midwest Blvd, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 7:48 PM with following members present:

*Trustee Susan Eads	Trustee Marc Thompson	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Acting Secretary Susan Mullendore
Trustee Rita Maxwell		Authority Attorney Don Maisch

Absent: Trustee Rick Favors

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

1. Discussion, consideration and possible action to approve the minutes of May 27, 2025 special meeting.
2. Discussion, consideration and possible action to approve the special meeting minutes of June 10, 2025.
3. Discussion, consideration, and possible action of entering into an agreement for Professional Services with Garver LLC, to provide professional services as an oncall basis for the budget year 2025-2026 and delegating City Manager ability to approve each task order up to the amount of \$100,000.

PUBLIC DISCUSSION. There was no public discussion.

EXECUTIVE SESSION.

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

At 7:50 PM Byrne made a motion to enter into Executive Session, seconded by Maxwell. Voting aye: Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: None. Absent: Eads and Favors.

*At 7:52 PM Eads arrived at the meeting.

At 9:00 PM Byrne made a motion to return to open session, seconded by Maxwell. Voting aye: Eads, Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: None. Absent: Favors.

Byrne made a motion to proceed as discussed in Executive Session, seconded by Bana. Voting aye: Eads, Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: none. Absent: Favors. Motion carried.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 9:01 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SUSAN MULLENRORE, Acting Secretary



Finance Department

100 N. Midwest Boulevard
Midwest City, OK 73110

TO: Honorable Chairman and Trustees
Economic Development Authority

FROM: Tiatia Cromar, Finance Director

DATE: July 22, 2025

SUBJECT: Discussion, consideration and possible action of approving a resolution for the Midwest City Economic Development Authority, a public trust, to release unappropriated fund balances in the amount of \$3,034,875 at the close of day June 30, 2025 to be made available for fiscal year 2025-2026; and amending the budget for fiscal year 2025-2026 to include the released appropriations from the fiscal year 2024-2025 budgets as supplemental appropriations; and, effective July 1, 2025, renewing encumbrance commitments canceled at the close of day June 30, 2025.

Staff recommends that the resolution be adopted with the amounts provided.

Tiatia Cromar

Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. EDA 2025-_____

A RESOLUTION APPROVING FOR THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST, TO RELEASE UNAPPROPRIATED FUND BALANCE AT THE CLOSE OF DAY JUNE 30, 2025 TO BE MADE AVAILABLE FOR FISCAL YEAR 2025-2026; AND AMENDING THE BUDGET FOR FISCAL YEAR 2025-2026 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2024-2025 BUDGET AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2025, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2025.

WHEREAS, it is the Economic Development Authority's intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2025 as chargeable to the FY 2024-2025 budget, renew those same commitments effective July 1, 2025, and provide budget amounts necessary for those renewed commitments to be charged against the FY 2025-2026 fiscal year budget; and

WHEREAS, the trustees of the Midwest City Economic Development Authority have determined it is in the best interest of the Economic Development Authority to expedite the availability of the remaining fund balance at the close of day June 30, 2025, for these amounts to be available for budgeting as an available resource into the subsequent fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY:

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2025, formerly charged against and payable from FY 2024-2025 budget, are hereby cancelled and renewed effective July 1, 2025, to be charged against and payable from additional FY 2025-2026 fiscal year budget amounts to be provided through budget amendments effective July 1, 2025.

SECTION 2. Any remaining unexpended fund balance within the fund at the close of day June 30, 2025, is considered no longer a credit for that fiscal year, and is released. This released fund balance amount from FY 2024-2025 shall be and is hereby deemed available for use as a resource in funding original or amended budget amounts for the 2025-2026 fiscal year effective July 1, 2025. The FY 2025-2026 budget is hereby amended to add the following budgeted amounts for encumbrance commitments renewed effective July 1, 2025 and chargeable to and payable from FY 2025-2026 budget.

Economic Development Authority (353-9550)	\$	3,034,875
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PASSED AND APPROVED by the trustees of the Midwest City Economic Development Authority this 22nd day of July, 2025.

MIDWEST CITY ECONOMIC DEVELOPMENT
AUTHORITY, a public trust

MATT DUKES, Chairman

ATTEST:

SARA HANCOCK, Secretary



PUBLIC DISCUSSION





UTILITIES AUTHORITY
AGENDA





MIDWEST CITY SPECIAL UTILITIES AUTHORITY AGENDA

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

July 22, 2025 – 6:04 PM

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

A. **CALL TO ORDER.**

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

1. Discussion, consideration, and possible action to approve the August 27, 2024, meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration and possible action to approve the special meeting minutes of June 10, 2025. (Secretary - S. Hancock)
3. Discussion, consideration and possible action of approving a resolution for the Midwest City Utilities Authority, a public trust, to release unappropriated fund balances in the amount of \$928,548 at the close of day June 30, 2025 to be made available for fiscal year 2025-2026; amending the budget for fiscal year 2025-2026 to include the released appropriations from the fiscal year 2024-2025 budget as supplemental appropriations; and, effective July 1, 2025, renewing encumbrance commitments canceled at the close of day June 30, 2025.

C. **PUBLIC DISCUSSION.** The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

D. **ADJOURNMENT.**



CONSENT AGENDA



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

Midwest City Utilities Authority Minutes

August 27, 2024

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

Chairman Matt Dukes called the meeting to order at 7:13 PM with the following members present:

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

Absent: Trustee Eads

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

1. Discussion, consideration, or possible action to approve the June 11, 2024 meeting minutes.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2024-2025, increase: Utilities Authority Fund, expenses/Economic (87) \$928,548.
3. Discussion, consideration, and possible action of approving a Memorandum of Understanding (MOU) between the City of Midwest City, the Midwest City Economic Development Authority and the Midwest City Utilities Authority for the engineering, design and construction of a rail spur for the Soldier Creek Industrial Park (SCIP).
4. Discussion, consideration, and possible action of granting a Permanent Easement to the City of Midwest City across a parcel of land located within the corporate boundaries of Midwest City in Section 27, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma.

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:14 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SARA HANCOCK, Secretary

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

Midwest City Utilities Authority

June 10, 2025

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

Chairman Matt Dukes called the meeting to order at 6:10 PM with the following members present:

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

DISCUSSION ITEMS.

- 1. Public hearing with discussion, consideration, and possible action to approve a resolution of the Midwest City Utilities Authority approving its budget for Fiscal Year 2025-2026 in the amount of \$1 and establishing budget amendment and budget supplement authority.**

Cromar and Lyon addressed the Trustees. After Staff and Trustee discussion, Bana made a motion to approve Resolution UA2025-01, seconded by Favors. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

ADJOURNMENT.

There being no further business, Mayor Dukes adjourned the meeting at 6:11 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



Finance Department

100 N. Midwest Boulevard
Midwest City, OK 73110

TO: Honorable Chairman and Trustees
Midwest City Utilities Authority

FROM: Tiatia Cromar, Finance Director

DATE: July 22, 2025

SUBJECT: Discussion, consideration and possible action of approving a resolution for the Midwest City Utilities Authority, a public trust, to release unappropriated fund balances in the amount of \$928,548 at the close of day June 30, 2025 to be made available for fiscal year 2025-2026; and amending the budget for fiscal year 2025-2026 to include the released appropriations from the fiscal year 2024-2025 budgets as supplemental appropriations; and, effective July 1, 2025, renewing encumbrance commitments canceled at the close of day June 30, 2025.

Staff recommends that the resolution be adopted with the amounts provided.

Tiatia Cromar

Tiatia Cromar
Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. UA 2025-_____

A RESOLUTION APPROVING FOR THE MIDWEST CITY UTILITIES AUTHORITY, A PUBLIC TRUST, TO RELEASE UNAPPROPRIATED FUND BALANCE AT THE CLOSE OF DAY JUNE 30, 2025 TO BE MADE AVAILABLE FOR FISCAL YEAR 2025-2026; AND AMENDING THE BUDGET FOR FISCAL YEAR 2025-2026 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2024-2025 BUDGET AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2025, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2025.

WHEREAS, it is the Utilities Authority’s intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2025 as chargeable to the FY 2024-2025 budget, renew those same commitments effective July 1, 2025, and provide budget amounts necessary for those renewed commitments to be charged against the FY 2025-2026 fiscal year budget; and

WHEREAS, the trustees of the Midwest City Utilities Authority have determined it in the best interest of the Utilities Authority to expedite the availability of the remaining fund balance at the close of day June 30, 2025, for these amounts to be available for budgeting as an available resource into the subsequent fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY UTILITIES AUTHORITY:

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2025, formerly charged against and payable from FY 2024-2025 budget, are hereby cancelled and renewed effective July 1, 2025, to be charged against and payable from additional FY 2025-2026 fiscal year budget amounts to be provided through budget amendments effective July 1, 2025.

SECTION 2. Any remaining unexpended fund balance within the fund at the close of day June 30, 2025, are considered no longer a credit for that fiscal year, and are released. These released fund balance amounts from FY 2024-2025 shall be and are hereby deemed available for use as a resource in funding original or amended budget amounts for the 2025-2026 fiscal year effective July 1, 2025. The FY 2025-26 budgets are hereby amended to add the following budgeted amounts for encumbrance commitments renewed effective July 1, 2025 and chargeable to and payable from FY 2025-2026 budget.

Midwest City Utilities Authority Fund (193-8710) \$ 928,548

PASSED AND APPROVED by the trustees of the Midwest City Utilities Authority this 22nd day of July, 2025.

MIDWEST CITY UTILITIES AUTHORITY, a
public trust

MATT DUKES, Chairman

ATTEST:

SARA HANCOCK, Secretary

APPROVED as to form and legality this 22nd day of July, 2025.

DONALD MAISCH, City Attorney



PUBLIC DISCUSSION

