

CITY COUNCIL AGENDA



CITY OF MIDWEST CITY MEETINGS FOR June 24, 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** with the recorded videos available there within 48 hours.

<u>Special Assistance for a Meeting</u>: Send request via email to jshannon@midwestcityok.org or call 405-739-1229 no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

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

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

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

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



CITY OF MIDWEST CITY COUNCIL AGENDA

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

June 24, 2025 – 6:00 PM

Presiding members: Mayor Matthew Dukes City Staff:

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

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Assistant City Manager Vaughn Sullivan
- Pledge of Allegiance
- Mayoral Proclamations:
 - Shawn Lockhart
 - Aaron Glenn
- Community-related announcements and comments
- C. <u>CONSENT AGENDA</u>. 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.
 - Discussion, consideration and possible action to approve the minutes of the May 27, 2025 meeting. (City Clerk - S. Hancock)
 - 2. Discussion, consideration and possible action to approve the meeting minutes of June 10, 2025. (City Clerk - S. Hancock)
 - 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 (0) \$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. (Finance - T. Cromar)

- 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. (Risk Management L. Smithson)
- 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. (Risk Management L. Smithson)
- 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. (Risk Management L. Smithson)
- 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. (Risk Management L. Smithson)
- 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). (Risk Management L. Smithson)
- 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. (Risk Management L. Smithson)
- 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. (Grants Management T. Craft)

- 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. (Public Works R. Streets)
- 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. (Public Works R. Streets)
- 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. (Grants Management T. Craft)
- 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. (Public Works R. Streets)
- <u>15.</u> Discussion, consideration and possible action of appointing James Surber, PE the newly created Trades' Advisory Board. (D. Maisch City Attorney).
- 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. (Economic Development R. Coleman)
- <u>17.</u> Discussion, consideration and possible action of appointing Suzi Byrne to the Tree Board for a term of three (3) years. (D. Maisch City Attorney).
- 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. (G. Wipfli-Police Chief)

D. <u>DISCUSSION ITEMS.</u>

- 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. (Community Development- M. Summers)
- 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 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. (Community Development- M. Summers)

- 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. (Neighborhood Services M. Stroh)
- 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. (Neighborhood Services M. Stroh)
- 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. (Neighborhood Services M. Stroh)
- 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. (D. Maisch City Attorney).
- 7. Discussion, consideration and possible action of approving amendments to the City of Midwest City's City Council Candidate Questionnaire. (D. Maisch City Attorney).
- 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)
- 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. (Community Development M. Summers; Neighborhood Services M. Stroh)
- E. NIN accordance with State Statue Title 25 Section 311. Public bodies Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Council on any subject not scheduled on the regular agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL."

F. 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. (City Manager - T. Lyon)

D. DISCUSSION ITEMS Continued.

- 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. (Human Resources T. Bradley)
- 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. (Human Resources T. Bradley)

G. FURTHER INFORMATION.

- 1. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager for May 2025. (Human Resources T. Bradley)
- 2. Monthly Residential and Commercial Building report for May 2025 Building Report (Community Development —M. Summers)
- 3. Review of the May 6, 2025 Planning Commission Meeting Minutes. (Community Development M. Summers)
- 4. Review of the City Manager's Report for the month of May 2025. (Finance T. Cromar)

H. ADJOURNMENT.



CONSENT AGENDA

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

Midwest City Council Minutes

May 27, 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 City Clerk Sara Hancock
Ward 5 Sara Bana Ward 6 Rick Favors City Attorney Don Maisch

<u>OPENING BUSINESS.</u> The Invocation was led by Assistant City Manager Sullivan. The Pledge of Allegiance was led by Liam Hayes. Marcus Hayes recognized Miss Juneteenth Tiarra Mims. Joseph Alalomo with GaDangme of Oklahoma Inc. presented a painting to Mayor Dukes. Mayor presented a proclamation to the Public Works staff to recognize National Public Works Week. City Manager Lyon and Councilmember Eads made community-related announcements.

At 6:22 PM Bana left the meeting and returned at 6:23 PM.

<u>CONSENT AGENDA</u>. Bana made a motion to approve the consent agenda with exception to pull item #5, seconded by Eads. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

- 1. Discussion, consideration and possible action to approve the April 22, 2025 minutes.
- 2. Discussion, consideration, or possible action to approve the minutes of the May 8, 2025 special meeting.
- 3. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2024-2025, increase: Interservice Fund, revenues/Transfers In (00) \$3,375; expenditures/Fleet Maintenance (25) \$3,375. Grant Fund, revenues/Intergovernmental (62) \$11,237; expenditures/Police (62) \$11,237. Northside TIF fund, expenditures/Economic Development (87) \$267,076. Grant Funds, revenues/Intergovernmental (57) \$470,000; expenditures/Capital Improvements (57) \$470,000.
- 4. Discussion, consideration and possible action of approving an amendment to ordinance number 3585 (ORD 3585A) which amended the Midwest City Municipal Code, to de-annex a portion of Midwest City (Riverside Mobile Home Park) and to transfer ownership of water and sewer lines within the Mobile Home Park to the owner of said Park.
- 6. Discussion, consideration, and possible action regarding the Administrative Services Agreement with Health Care Services Corporation to provide administrative services for the Employee Health Benefits Plan for the FY 2025-2026 for a net cost of \$67.23 per employee per month.

- 7. Discussion, consideration and possible action of appointing four (4) of the seven (7) members to the Traffic and Safety Commission for a term of three (3) years.
- 8. Discussion, consideration and possible action of declaring as surplus 1) one hundred and sixty (160) firearms of various calibers and authorizing their disposal by trade-in towards future purchases with COPS Gun Shop (OKC) for a trade-in amount of \$18,795.00 and 2) surplus of the found property and seized non-drug evidence on the attached lists and authorizing disposal through sealed bid, public auction, or destruction if necessary.
- 9. Discussion, consideration, and possible action declaring (2) drafting tables as surplus and authorizing disposal through sealed bid, public auction, or other means as necessary.
- 10. Discussion, consideration, and possible action of 1) declaring various computer equipment and other miscellaneous items of City property as obsolete, defective, or replaced; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary.
- 5. Discussion, consideration, and possible action of approving a maintenance and services contract with Oklahoma Mountain Bike Association, Inc., for landscape improvements and maintenance of mountain bike trails at the SCIP Recreational Trail.

Evenson and Streets addressed the council. After Council and Staff had discussion, Bana made a motion to approve the contract, seconded by Byrne. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

DISCUSSION ITEMS.

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

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

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

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

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

Summers and Streets addressed the council. After Council and Staff discussion, Eads made a motion to approve Ordinance 3593, seconded by Byrne. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

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

Streets and Evenson addressed the council. After Council and Saff discussion, Eads made a motion to approve the contracts, seconded by Favors. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

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

Maisch addressed the council. After Council and Staff discussion, Bana made a motion to approve Ordinance 3594, seconded by Thompson. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

6. Discussion, consideration and possible action of approving a resolution re-adopting the City of Midwest City's Police Community Advisory Board.

Maisch, Wipfli and Lyon addressed the council. After Council and Staff discussion, Eads made a motion to approve Resolution 2025-13, seconded by Favors. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

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

At 7:35 PM Byrne left the meeting and returned at 7:37 PM.

Maisch, Summers, Stroh, and Marcell Radcliff addressed the council. After discussion, Eads made a motion to approve with conditions: 1. Appellant has extension until June 24, 2025; 2. Chief Building Official provide a specific list of dilapidated properties and list of mixed properties to Radcliff within 10 days; 3. Appellant bring back written action plan; and 4. Code Enforcement providing progress report of notices and pictures of property, seconded by Favors. Voting Aye: Eads, Byrne, Maxwell, Bana, Favors and Dukes. Nay: Thompson. Motion Carried.

NEW BUSINESS/PUBLIC DISCUSSION.

John Pettis Jr. Chief Deputy for County Commissioner Jason Lowe 320 Rober S Kerr addressed the council.

Glenn Hagerman of 423 N Douglas Blvd addressed the council concerning trees.

Glen Pontious of 3304 N Idylwild Dr. addressed the council about multiple concerns.

At 8:05 PM Maxwell left the meeting.

FURTHER INFORMATION.

- 1. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager for April 2025.
- 2. Review of the March 18, 2025 Board of Adjustment Meeting Minutes.
- 3. Review of the April 1, 2025 Planning Commission Meeting Minutes.
- 4. Review of the City Manager's Report for the month of April 2025.

ADJOURNMENT.

T	here	being	, no	further	business,	Mayo	r Dukes	s adjourn	ed the	meeting	g at 8:10	PM.

ATTEST:	
	MATTHEW D. DUKES II, Mayor
SARA HANCOCK, City Clerk	

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 10, 2025

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

Mayor Matt Dukes called the meeting to order at 6:00 PM with the following members present:

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

DISCUSSION ITEMS.

1. Public hearing with discussion, consideration, and possible action on a resolution approving the City of Midwest City, Oklahoma budget for fiscal year 2025-2026 in the amount of \$133,567,149 and establishing budget amendment and budget supplement authority.

Cromar and Lyon addressed the council. After Council and Staff discussion, Favors made a motion to approve Resolution 2025-14, seconded by Eads. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

ADJOURNMENT.

SARA HANCOCK, City Clerk

There being no further business, Mayor Dukes adjourned	d the meeting at 6:06 PM.
ATTEST:	
	MATTHEW D. DUKES II, Mayor



Finance Department

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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: June 24, 2025

SUBJECT: 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 (00) \$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.

The first supplement is needed to budget the transfer in from Fund 271 the unused funds from the completed JC Golf Renovation-P3 project to be used for the Multi Ath Facility -P3 project. The second supplement is needed to budget the transfer in from Fund 271 the unused funds from the completed Booster Station project to be used for the Multi Ath Facility - P3 project. The third supplement is needed to budget the Opportunities for Children Community Grant, FY2025 for the Neighborhoods in Action tutoring program. The fourth supplement is needed to budget for transfers in from Municipal Court, due to the revenues exceeding projections for fiscal year 2024-2025. The fifth, sixth, and seventh 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 eight supplement is needed to increase budget due to grant revenue received that exceeded projection for fiscal year 2024-2025, and transfer out to Disaster Relief. The ninth supplement is needed to increase budget for Hotel tax collections that exceeded projections for FY 2024-2025, and transfers out to Parks & Rec, CVB, and Welcome Center. The tenth supplement is needed to increase budget for interest revenue for Municipal Court, and transfer out of revenue to General Fund, due to projected amounts exceeding fiscal year 2024-2025 budget. The eleventh supplement is needed to increase revenue transfers in from Grant Funds, due to revenues exceeding projection for fiscal year 2024-2025. The twelfth supplement is needed to increase budget in the Utilities account in General Government due to expenses being more than projections in FY 2024-2025.

<u>Tíatía Cromar</u>

Tiatia Cromar Finance Director

June 24, 2025

2018 ELECT	Fund 2018 ELECTION GO BONDS (270)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025					
		Estimated	Revenue	Budget Appropriations				
Dept Number	Department Name	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>			
06 06	Transfers In Parks & Recreation	1,632		1,632				
		1,632	0	1,632		0		

Explanation:

To budget transfer in from Fund 271 the unused funds from the completed JC Golf Renovation-P3 project to be used for the Multi Ath Facility -P3 project.

2018 ELECT		BUDGET AMENDMENT FORM Fiscal Year 2024-2025					
		Estimated Revenue		Budget Appropriations			
Dept Number	Department Name	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>		
06 06	Transfers In Parks & Recreation	9,225		9,225			
		9,225	0	9,225		0	

Explanation:

To budget transfer in from Fund 271 the unused funds from the completed Booster Station project to be used for the Multi Ath Facility -P3 project.

REIMBUR	Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025						
		Estimated	Revenue	Budget Appropriations					
Dept Number	Department Name	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>				
15	Intergovernmental	25,000							
15	Neighborhood Services	,		25,000					
		25,000	0	25,000	C				

Explanation:

To budget revenue & expenditures for the Opportunities for Children Community Grant, FY2025 for the Neighborhoods in Action Tutoring Program.

June 24, 2025

GE	Fund NERAL (010)	BUDGET AMENDMENT FORM Fiscal Year 2024-2025					
		Estimated	Revenue	Budget A _l	ppropriations		
Dept Number	Department Name	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>		
00	Transfers In	1,380					
		1,380			0		
					<u>*</u>		

Explanation:

To increase budget for transfers in from Municipal Court due to revenues exceeding projections for fiscal year 2024-2025.

WELCO	Fund WELCOME CENTER (045)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025					
		Estimated	Revenue	Budget Appropriation				
<u>Dept Number</u>	Department Name	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>			
00	Transfers In	21,842						
		21,842	0	0		0		
Explanation:						Ť		

To increase budget for transfers in from Hotel Motel Fund due to fiscal year 2024-2025 hotel/motel tax revenues exceeding projection.

CONV & VI	Fund CONV & VISITOR BUREAU (046)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025						
		Estimated	Revenue	Budget Ap	ppropriations				
Dept Number	Department Name	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>				
00	Transfers In	40,771							
		40.771			0				
		40,771			0				

To increase budget for transfers in from Hotel Motel Fund due to fiscal year 2024-2025 hotel/motel tax revenues exceeding projection.

June 24, 2025

PARK & I	Fund PARK & RECREATION (123)			BUDGET AMENDMENT FORM Fiscal Year 2024-2025					
		Estimated	Revenue	Budget Appropriations					
Dept Number	Department Name	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>				
00	Transfers In	10,193							
		10,193	0	0					

Explanation:

To increase budget for transfers in from Hotel Motel Fund due to fiscal year 2024-2025 hotel/motel tax revenues exceeding projection.

GRANT		BUDGET AMENDMENT FORM Fiscal Year 2024-2025					
		Estimated	Revenue	Budget Appropriations			
Dept Number	Department Name	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>		
88	Intergovernmental	3,017					
88	Transfer Out			3,017			
		3,017	0	3,017			

Explanation:

To increase budget for FEMA grant received 12/17/24, project 889012, and to increase transfer out budget to Disaster Relief (310), Due to revenues exceeding projection for fiscal year 2024-2025.

Fund HOTEL / MOTEL FUND (225)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			RM	
		Estimated	Estimated Revenue		ppropriations	
Dept Number	Department Name	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>	
00 87	Taxes Transfers Out	72,806		72,806		
		72,806	0	72,806		0

Explanation:

To increase budget for Hotel Collections to amount estimated at end of fiscal year, and transfer out of interest revenue to Parks & Rec; CVB; and Welcome Center, due to revenues exceeding projections for fiscal year 2024-2025.

June 24, 2025

Fund MUNICIPAL COURT (235)			BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
			Estimated Revenue		propriations	
Dept Number	Department Name	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>	
00	Interest Revenue	1,380				
00	Transfer Out			1,380		
		1,380	0	1,380	0	

Explanation:

To increase budget for interest revenue to amount estimated at end of fiscal year, and transfer out of interest revenue to General Fund, due to increase over projected amounts.

Fund Disaster Relief (310)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		propriations	
Department Name	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>	
Transfers In	3,017				
	3.017				
		Department Name Increase	Department Name Increase Decrease Transfers In 3,017	Department Name Increase Decrease Increase Transfers In 3,017	

Explanation:

To increase revenue transfer in budget for FEMA grant received 12/17/24, project 889012, Due to revenues exceeding projection for fiscal year 2024-2025.

Fund STREET LIGHT FEE (015)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
			Estimated Revenue		ppropriations
Dept Number	Department Name	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
14	General Government			118,229	
		0	0	118,229	

Explanation:

To increse budget for Utilities account in General Government, due to expenses being more than projections in fiscal year 2024-2025.





100 North Midwest Boulevard

Midwest City, OK. 73110

405.739.1237 / Fax: 405.869.8616

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Lynn Smithson, Risk Manager

DATE: June 24, 2025

RE: Discussion, consideration, and possible action of renewing 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.

Attached is a public entity excess liability insurance proposal with Berkley Public Entity for fiscal

year 2025-2026. The self-insured retention for the City is \$250,000. Policy limits are \$1,000,000 per occurrence with a 2,000,000 aggregate.

Staff recommends approval.

Lynn Smithson

Risk Manager



5/20/2025

Quote

INSURED:	
Midwest City	
100 N Midwest Blvd	
Midwest City, OK 73110	
,	

PRODUCER:
Apex Insurance Agency, LLC.
1720 Windward Concourse
Suite 230

Alpharetta, GA 30005

We are pleased to offer this quotation based on the information submitted. The terms and conditions offered may differ from that requested in your submission. This quotation is valid until the effective date of coverage shown in the policy period below.

Company:

Gemini Insurance Company (A+ XV)

Coverage Form:

Berkley Public Entity Premier - Public Entity Retained Limits Policy

Policy Period:

07/01/2025 to 07/01/2026

Policy Number:

TBD

Prior Policy Number:

PEM0000351-00

Coverage	Limits	
A - General Liability	Each Occurrence	\$1,000,000
	Aggregate	\$2,000,000
B - Law Enforcement Activities	Each Wrongful Act	\$1,000,000
	Aggregate	\$1,000,000
	(Included in A - General Liability Aggregate)	
C - Public Officials, Employment Practices & Employee Benefits Liability	Aggregate	\$2,000,000
C.1. Public Officials Liability	Each Claim	\$1,000,000
C.2. Employment Practices Liability	Each Claim	\$1,000,000
C.3. Employee Benefits Liability	Each Claim	\$1,000,000
D - Limited Sexual Misconduct Incident Liability	Each Claim	\$1,000,000
	Aggregate	\$1,000,000
	(Included in C. Public Officials, Employment Practices & Employee Benefits Liability Aggregate)	

E - Automobile Liability		NOT COVERED
F - Crisis Management Expense	Each Crisis Event	\$35,000

\$35,000 Aggregate

Limits	
Each Occurrence	\$250,000
Each Wrongful Act	\$250,000
ty	
Each Claim	\$250,000
	NOT COVERED
	Each Occurrence Each Wrongful Act y Each Claim Each Claim Each Claim Each Claim

Retroactive Date

C - Public Officials, Employment Practices & Employee Benefits Liability

C.1. Public Officials Liability	07/01/2008
C.2. Employment Practices Liability	07/01/2008
C.3. Employee Benefits Liability	07/01/2008
D - Limited Sexual Misconduct Incident Liability	07/01/2008

Optional Extended Reporting Period: (If exercised in accordance with Section VII)

Coverage Section

C - Public Officials, Employment Practices & Employee Benefits Liability

Additional Premium: 100% of Annual Premium

Additional Period: 12 months

D - Limited Sexual Misconduct Incident Liability

Additional Premium: 200% of Annual Premium

Additional Period: 12 months

35 % Minimum Earned Premium at Inception:

Optional Terrorism Premium: \$5,820

Total Premium: \$249,000

(Excluding Terrorism if Applicable):

Payment Plan: **Full Pay**

Claims Administrator: Consolidated Benefits Resources

Forms and Endorsements:

BPE 8000 09/22 **Public Entity Retained Limits Policy Declarations**

BPE 8002 08/22 Berkley Public Entity Premier Schedule of Forms and Endorsements

Berkley Public Entity Premier Public Entity Retained Limit Form BPE 8001 12/23

BPE 8200 09/22 Signatures

BPE 8202 01/23	Service of Suit
BPE 8204 09/22	Cap on Losses from Certified Acts of Terrorism
BPE 8213 05/23	Biometric Information Exclusion
BPE 8300 09/22	Absolute Aircraft and Aviation Operations Exclusion
BPE 8326 09/22	Fire Damage Legal Liability to Premises Rented to You
BPE 8346 09/22	Waiver of Subrogation Where Required by Contract
BPE 8357 01/23	Non-Waiver of Governmental Immunity
BPE 8606 03/23	Additional Insured - When Required by Written Contract - General Liability Coverage
IL P 001 01/04	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To
	Policyholders
LOSS Notice 01/23	Loss Notice
RRE Notice 01/23	RRE Loss Notice

Comments:

Option 2: 250k SIR (GL, PL) / \$300k SIR (LEL) - \$239,000. TRIA is additional \$5,520.
 Option 3: 250k SIR (GL, PL) / \$350k SIR (LEL) - \$229,000. TRIA is additional \$5,220.

Terms and Conditions:

- Quotation is subject to reconsideration if there are any significant changes in operations, exposure or experience prior to binding.
- Quotation is invalid if any higher layer placed attracts an equal or higher premium per million than this policy.
- You are the surplus lines broker of record. It is your responsibility to follow applicable state surplus lines laws and, in particular, to see that the appropriate surplus lines taxes and stamping fee (if applicable) are collected, reported and paid.

Subjectivities:

This authorization is subject to receipt and review of the following information within the time period(s) stated. Upon receipt and review of the items listed below, we reserve the right to modify these Terms and Conditions in accordance with our Underwriting Guidelines.

- We require that you send us a completed and signed 'Broker Responsible for Surplus Lines Filings
 Agreement'. If this agreement is not received AT BINDING, we reserve the right to cancel this quote or binder
 and any policy issued in connection with it.Required within 10 Days of Binding.
- Receipt of signed and dated Policyholder Disclosure Notice (TRIA), attached hereto, Required Prior to Binding.
- Please provide the contact information for claims handling, whether it is managed by a Third-Party Administrator or Self-Administered, Required within 30 Days of Binding.



100 North Midwest Boulevard

Midwest City, OK. 73110

405.739.1237 / 405.739.1268

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Lynn Smithson, Risk Manager

DATE: June 24, 2025

RE: 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. There are no changes from the

current contract and the proposed contract.

Attached is a copy of the administrative services agreement with Consolidated Benefits Resources to provide claims services to the City of Midwest City's self-insured workers compensation, and general liability program for fiscal year 2025-2026.

Staff recommends approval.

Lynn Smithson Risk Manager

SERVICE CONTRACT

This contract is made effective July 1, 2025, between The City of Midwest City (MWC) and Two Oaks Investments, LLC, dba Consolidated Benefits Resources (CBR).

MWC desires to retain CBR to provide services for workers' compensation claims administration.

CBR conducts and operates a claims management program for the investigation, processing, accounting, and payment of workers' compensation claims under the Oklahoma Workers' Compensation Code and/or the Administrative Workers' Compensation Act.

Section A: Agreements

CBR Agrees To:

- 1. Provide a workers' compensation claims management program in accordance with the highest standards of its profession and CBR's usual and customary practices including, but not limited to:
- 2. Compliance with MWC's claim requests during the life of the contract.
- 3. Preparation and/or assistance with the filing of the Oklahoma MITF quarterly reports, the Oklahoma MITF annual reports, and Oklahoma Workers' Compensation Commission renewal.
- 4. Approve and pay medical bills, after reviewing and reducing them after application of the Medical Fee Schedule, utilization of PPO's for additional discounts, and review of the ODG guidelines for utilization review.
- 5. Provide copies of documentation designating CBR's Oklahoma licensed adjusters upon request.
- 6. Attend scheduled meetings with representatives of MWC to review and discuss claims and loss prevention strategies.
- 7. Coordinate receipt of information and reports with outside medical providers in support or denial of an alleged injury.
- 8. Investigate all submitted claims to determine validity in establishing that temporary total disability exists and make payment on a weekly basis.
- 9. Determine validity and make payment of all Permanent Partial Disability (PPD), Permanent Total Disability (PTD), Vocational Rehabilitation, Taxes, Fees, and any other costs or benefits due under the statutes.
- 10. Develop work related injury claim files after receipt of the First Notice of Injury.
- 11. During the term of the Contract, and any extensions or renewals of the Contract, maintain in good standing its permit issued by the Oklahoma Workers' Compensation Commission to act as a servicing organization.
- 12. Generate at least monthly unit or participant loss analysis reports with Plan totals to reflect medical and indemnity payments, reserves, litigation status, expense reconciliation and alphabetical claim listing.

- 13. Maintain insurance coverage which reflects the following:
 - a. Statutory workers' compensation
 - b. \$1 million errors and omissions
 - c. \$500,000 fidelity bond or employee dishonesty policy
 - \$1 million combined single limit of general liability, owned automobiles, non-owned automobiles, or hired automobiles.
- 14. Assign Medical Case Managers to serious injuries when such professional management dictates.
- 15. Obtain recorded statements and/or personal interviews of all new reports of injury that are questioned by participants or questionable in the view of CBR regarding compensability.
- 16. Process all bills for payment and notify adverse party as to the amount of the claim.
- 17. Aid in protecting the subrogation rights of MWC.
- 18. Coordinate Legal defense with outside attorney selected by MWC.
- 19. Coordinate Excess Insurance filings for MWC with their approved agent. These filings include filing quarterly loss data reports, notify and coordinate claims that penetrate the SIR or Aggregate layer, file necessary reports to obtain claim reimbursement from the Excess Carrier and remit reimbursements to MWC.
- 20. Submit data pursuant to Medicare Section 111 on behalf of MWC.
- 21. Submit applicable data to the Insurance Services Office on behalf of MWC.
- 22. Submit applicable data to the Oklahoma Workers' Compensation Commission on behalf of MWC.
- 23. Make recommendations for settlement of claims.
- 24. Adjust and pay incurred Liability claims, as directed by MWC.

MWC Agrees To:

- 25. Establish a Bank Account for CBR to access to pay claims and related expenses, and keep it adequately funded. CBR will provide check registers each week.
- 26. Submit First Reports of Injury to CBR as soon as practicable, preferably within 24 hours of injury.
- 27. Provide member contacts for workers' compensation coordination.
- 28. Timely pay all Service Fee invoices.
- 29. Assist in obtaining all necessary documents, files, records, etc. from agents, previous vendors, etc. needed for transfer of claims and claims data from previous TPA to CBR.

Section B: Service Fees

In consideration of the services outlined in this contract, the service fees will be as follows:

- 1. CBR will charge a fee of \$3,500.00 per month.
- 2. CBR fronts the Electronic Data Interchange (EDI) fees payable to the vendor who provides these to the State of Oklahoma when an electronic document is submitted to the State. CBR will reimburse itself by charging the claim back \$2 for each Accepted Transaction, from the claim's allocated Loss Adjustment Expenses.
- 3. If MWC approves, and CBR must do extensive work relating to Section 111 reporting or conditional payment defense involving the Centers for Medicare and Medicaid Services (CMS) on behalf of MWC, CBR will charge an hourly fee of \$100 per hour.

Section C: Terms and Cancellation Rights

- The contract is a "life of contract" in that should the contract terminate, CBR's role and services cease. If open claims remain when the contract has been terminated and these claims still require professional services, CBR's services can be extended beyond the termination date if mutually agreed upon by both parties. Service fees for an extension are also subject to agreement by both parties.
- 2. The term of this contract shall remain in force and effect for a period from July 1, 2025, through June 30, 2026, subject to the cancellation right in this paragraph. The contract can be renewed at the same service fee of \$3,500.00 per month for additional contract periods. Parties shall provide 60 days' notice of intent not to renew prior to end of contract periods to other party.
- 3. In the event MWC files for Chapter 7 or Chapter 11 bankruptcy protection or loses/surrenders its permit to self- insure in Oklahoma, this contract will terminate 30 days after date of filing of bankruptcy or ending date of the Oklahoma self-insurance permit. CBR's services can be extended beyond this contract termination date if mutually agreed upon by both parties.
- 4. In the event MWC deems that CBR is not performing its services in the industry's usual and customary manner, MWC will give CBR written notice by certified mail specifying the way MWC deems that CBR has failed to perform its services. CBR shall have 30 days from receipt of notice in which to correct defects in its performance. If the defects are not corrected, MWC may cancel this contract on 30 days' written notice to CBR. Likewise, CBR may cancel this contract with 30 days' notice to MWC fails to perform any material obligation under this Contract and MWC fails to correct defects of their performance obligations.
- Either party may cancel this contract without cause upon (60) sixty days' notice of the other party's receipt of written notice of cancellation.
- 6. This contract supersedes all prior understandings between the parties and may only be modified by a further written agreement signed by the parties hereto.
- 7. Each of the provisions of this contract shall be enforceable independently of any other provision of this contract and independent of any other claim or cause of action.
- 8. This Contract may not be assigned by CBR without the express written approval of MWC.
- 9. All records, of any kind, relating to this Contract or to claims received, reviewed, processed, or paid, shall be the property of MWC and shall be available for inspection or audit by MWC at any time. Upon termination or cancellation of this Agreement, all such records shall be transferred to MWC or its designee.

Official notice may be served in writing as follows:	
City Clerk City of Midwest City 100 N Midwest Blvd Midwest City, OK 73110	
Consolidated Benefits Resources Attn: Richard M. Fisher, President PO Box 1530 Tulsa, OK 74101	
Section D: Signatures	
This contract is offered for execution jointly by MWC and	CBR.
City of Midwest City	
By	
Matthew Dukes II, Mayor	Date
Consolidated Benefits Resources (CBR)	
By Richard M. Fisher	5-27-7075 Date



100 North Midwest Boulevard

Midwest City, OK. 73110

(Office) 405.739.1237 / (Fax) 405.869.8616

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Lynn Smithson, Risk Manager

DATE: June 24, 2025

RE: 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 per claim for all other employees.

Attached is the excess workers' compensation proposal from Midwest Employers for the City's workers' compensation self-insurance plan for the 2025-2026 fiscal year.

Staff recommends approval.

Lynn Smithson Risk Manager

Renewal Proposal

Excess Worker's Compensation

Fiscal Year 2026

Prepared For:

Contract Terms

City of Midwest City
100 N. Midwest Blvd, Midwest City, OK 73110

Presented By:



Midwest Employers

Offer To Renew 2 Year Option 07/01/2025-07/01/2026

 Specific & EL Retention
 \$500,000

 Specific & EL Retention - 7710
 \$750,000

 Specific & EL Retention - 7720
 \$750,000

Estimated Payroll 43,781,766

Aggregate Limit \$1,000,000

Minimum Aggregate Retention \$3,332,024

Estimated Normal Premium: \$2,252,716

Flat Payroll Rate per \$100 of payroll 0.4260

Estimated Policy Period Premium \$186,525

Quote pending review of Employer Profile Questionnaire
Flat payroll rate per \$100 of payroll remains the same as expiring.
The 25% premium increase is due to the 25% increase in estimated payrolls per renewal application
Midwest Employers has offered to continue the 2 Year option





100 North Midwest Boulevard

Midwest City, OK. 73110

405.739.1237 / Fax: 405.869.8616

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Lynn Smithson, Risk Manager

DATE: June 24, 2025

RE: 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.

Attached is a public entity excess liability insurance proposal with States Self-Insurers Risk Retention Group for fiscal year 2025-2026. The self-insured retention for the City this year is \$1,000,000. Policy limits are \$2,000,000 per occurrence with a 5,000,000 aggregate.

Staff recommends approval.

Lynn Smithson

Risk Manager



	INC	JRANCE PRO	DOSAI		
To: City of Midwest City		From:	Jay Mathiason, CPCU		
100 N Midwest Blvo		110111	States Self-Insurers I	Risk Ret. Grp.	
Midwest Ci OK	73110	222 S Ninth St Suite 2700			
Attn: Lynn Smithson			Minneapolis, MN 55		
Proposal For:		Propo	osal Expires On:		
_	City of Midwest City 7/1/2025				
- y	,			, ,	
	ntity Broad Form Liability (in				
	s Liability, Automobile Liabili			ıd	
	Officials Error & Omission Liab		rdance with the terms,		
conditio	ons and exclusions of the policy	y form.			
	ON	THE AD DOOR	20041		
	UNI	E YEAR PROI OPTION 1			
Company Limits	Self-Insured Retention L		PREMIUM	TRIA	TOTAL
\$2,000,000 /Occ	\$1,000,00		\$170,357	\$5,111	\$175,468
\$5,000,000 / Agg	\$1,000,00	7000	\$170,337	Ψ3,111	ψ173, 1 00
Ψ3,000,000 /1166					
		OPTION 2			
Company Limits	Self-Insured Retention L		PREMIUM	TRIA	TOTAL
\$0 /Occ	9	50 /Occ	\$0	\$0	\$0
\$0 /Agg					
		ODTION 2			
Commons Limita	Self-Insured Retention L	OPTION 3		TRIA	TOTAL
Company Limits			PREMIUM \$0	\$0	**************************************
\$0 /Occ \$0 /Agg	3	50 /Occ	Φ0	\$0	\$0
φυ /Agg					
		OPTION 4			
Company Limits	Self-Insured Retention L	imit	PREMIUM	TRIA	TOTAL
\$0 /Occ	\$	60 /Occ	\$0	\$0	\$0
\$0 /Agg					
		ERMS AND	CONDITIONS		
Occurrence Policy F					
	m is net of commission.				
	ue at the inception date of the				
	nnually rerated to reflect expe			., .	
_	must be elected or declined. I	f declined, a	l'errorism exclusion wi	ll apply.	
	1 .				
⇒ Obligation to resolv					
⇔ Exclusion Commun ⇒ PFAS Exclusion (ne)	w to all members 2022)				
	(new to all members 2022) ent endorsement 10%				
	ent enuorsement 10%				
l → □					
	***Please see attached fo	r any addit	ional torms and condi	tions	
			ionai terins anu tullu	LIUII3.	
	Jay Mathies				
	1				5/18/2025
	Signed				Date
	<u> </u>				



	From: Jay Mathiason, CPCU States Self-Insurers Risk Ret. Grp.				
City of Midwest City 100 N Midwest Blvd		222 S Ninth St Su			
Midwest City OK 73110	City OK 73110 Minneapolis, MN 55402-3332				
Proposal For:	Proposal Expires On:				
City of Midwest City	City of Midwest City 7/1/25				
		T		1	
X State Additional Paid In Capital			Paid in Capital	Total Prem	
		Premium	Fee	Paid in Cap	ital Fee
			5%		
		\$175,468	8,773		184,241
States Self-Insurers Trust was established in 1987 to	o organize ai	nd provide to member:	s an insurance vel	nicle	
or vehicles in accordance with the requirements of	the Federal I	iability Risk Retention	Act of 1986 in or	der to	
protect its Members from financial loss resulting fro	om liability a	as defined in the Act.			
In accordance with the Power of the Trust, States Se	elf-Insurers T	rust is charging an add	ditional Paid in Ca	pital fee	
of 5% of total premium to be charged to all member	s on renewa	l effective 9/1/2024 a	nd upon approval	from	
Board of Trustees an annual percentage of premium					
be held in the investment portfolio and will be reflec			•		
the annual financial statement.	cteu iii iiiie 3	1 (dross 1 ala ili alia et	marbatea sar pra.	3) 01	
the annual infancial statement.					
This additional Paid in Capital will be held by the RF	RG until such	time as the following	has been satisfied	:	
1. The Risk Based Capital calculation is > or equa	al to 3.0, and	_			
2. The State's board of Trustees approves of the					
In the event of a Capital Distribution approval, cond			gible for distribut	ion will	
be distributed as follows:	itions stated	above, the amount en	Sibic for distribut	1011 11111	
be distributed as follows:					
1. Member must be a current member of the Tru	st				
2. Member must be in good standing (all deposits					
3. If 1 and 2 above is met the formula will be:					
a. Formula of Distribution					
Distribution amount * Amount of additional Paid in Capital 9/1/2024 to					
current/ Total additional Paid in		. , ,		n Amount	
currenty rotal additional Pald III	Capital 7/1/	2023 to current - Mer	ווחפו א הואנו וחמנוטו	ı minount.	
4. If items 1 and 2 above are not met, then Memb	oer forfeits it	s capital distribution a	mount.		
٥.	, m	All s			
Ja	4 "1	this son			5/18/2025
	·				J/18/2025

Signed

Date

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the "Act"), that you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act:

The term "act of terrorism" means any act that is certified by the Secretary of Treasury - in concurrence with the Secretary of State and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercian.

Coverage under your ### New or #### RENEWAL policy may be affected as follows:

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURER'S LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

I hereby elect to purchase coverage	, subject to the limitations of the Act, for acts of
terrorism, as defined in the Act, for	a premium of \$5,111
I hereby decline coverage for terror	rism. I understand that I will have no coverage for
losses resulting from acts of terroris	sm.
City of Midwest City Applicant/Named Insured	States RRG Insurance Company
Ву:	
Authorized Representative's Signature	Authorized Representative's Title

Policy Number

Please indicate your choice above, sign where indicated, and return the original form to us at the address below no later than

We recommend that you keep a copy of this notice for your records.

States RRG c/o Berkley Risk Administrators Company 222 S Ninth St Ste 2700 Minneapolis, MN 55402-3332

Date



100 North Midwest Boulevard

Midwest City, OK. 73110

(Office) 405.739.1237 / (Fax) 405.869.8616

To: Honorable Mayor and Council

From: Lynn Smithson, Risk Manager

Date: June 24, 2025

RE: Discussion and 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).

Attached is the declaration page for the property policy for the City of Midwest City.

This fiscal year the City is insuring approximately \$260 million in buildings and contents. This is a rate of \$.15 cents per hundred dollars of value for all scheduled property.

If you have any questions regarding the City's property insurance program, please feel free to contact me at 739-1237.

Staff recommends approval.

Lynn Smithson

Risk Manager



3650 S. Boulevard • Edmond, OK 73013 • omag.org 405.657.1400 • 800.234.9461 • FAX 405.657.1401

Municipal Property Protection Plan Declarations Page

1. PLAN MEMBER: City of Midwest City AGREEMENT NUMBER: PRO140049908

Mailing Address: 100 N. Midwest Blvd.

Midwest City, Oklahoma 73110

2. Plan Period From 12:01 A.M. Central Standard Time at the address of the Plan Member

From 7/1/2025 to 7/1/2026

- 3. The Plan Member is a(n) Municipality
- 4. The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

COVERAGE PREMIUM

COMMERCIAL PROPERTY COVERAGE

Buildings and Business Personal Property, per schedule	Limit: \$259,882,265	\$494,802
Mobile Equipment, per schedule	Limit:\$	\$
Leased/Rented Equipment	Limit:\$	\$
Miscellaneous Equipment, per schedule	Limit:\$	\$
Fine Arts, per schedule	Limit:\$148,300	\$890

EXCESS COVERAGE

Business Income	\$4,725,000 per occurrence	\$4,725,000 per location	\$11,813
Accounts Receivable	\$75,000 on premises	\$85,000 off premises	\$188
Valuable Papers	\$75,000 on premises	\$90,000 off premises	\$188
Theft/Disapp/ Destr	\$ inside	\$ outside	\$
Earth Movement (Subject	t to \$100,000 Deductible)	Excess Limit: \$10,000,000	\$6,750

EQUIPMENT BREAKDOWN COVERAGE

Electrical Power Generating Equipment, per schedule Included

TOTAL PREMIUM \$514,631

- 5. LIMITS, per Supplemental Coverage Declarations, Equipment Breakdown Declarations and other schedules.
- 6. DEDUCTIBLES, per Supplemental Coverage Declarations, Equipment Breakdown Declarations and other schedules.
- 7. This agreement is composed of this Declaration Page, Equipment Breakdown Declarations, Schedules, Forms and Endorsements, if any.

Issue Date: June 5, 2025



3650 S. Boulevard • Edmond, OK 73013 • omag.org 405.657.1400 • 800.234.9461 • FAX 405.657.1401

Municipal Property Protection Plan

ADDITIONAL NAMED PLAN MEMBERS

Midwest City Municipal Auth. Trust

SCHEDULE OF FORMS

A. Property
Supplemental Coverage Declarations

Property Coverage Form

Replacement Cost

Earth Movement Coverage Form

Flood Coverage Form

Municipal Sales Tax Revenue Coverage Form

Business Income Coverage Form Excluding Extra Expense

Extra Expense Coverage Form

Mobile Equipment, Vehicle Equipment, and Miscellaneous Equipment Coverage Form

Builders Risk coverage Form

Leasehold Interest Coverage Form

Exclusion-Certain Computer Related Losses Due to Dates or Times (Property Coverages)

Terrorism Coverage Form

Joint or Disputed Loss Agreement

Theft Disappearance and Destruction coverage Form

Crime General Conditions

Equipment Breakdown Coverage Form

General Conditions

B. Equipment Breakdown Equipment Breakdown

Declarations

Equipment Breakdown Insuring

Agreement Form General Conditions

Equipment Breakdown Coverage

Form

Exclusion of Certain Computer-

Related Losses



3650 S. Boulevard • Edmond, OK 73013 • omag.org 405.657.1400 • 800.234.9461 • FAX 405.657.1401

Municipal Property Protection Plan

Equipment Breakdown

Coverages Limits

Equipment Breakdown Limit \$259,882,265, not to exceed

\$25,000,000 per

occurrence

aggregate

Property Damage Included
Business Income *** \$200,000
Contingent Business Income \$25,000
Extra Expense *** Combined with
Business Income

Service Interruption ***

Combined with

Perishable Goods ***

State of the property of

Ordinance & Law \$25,000

Demolition and ICC \$250,000

Expediting Expenses \$250,000

Hazardous Substances \$250,000

CFC Refrigerants \$250,000

Newly Acquired Locations \$500,000

Data Restoration \$100,000

Sanitary Sewer Overflow \$25,000 per occurrence/\$100,000 per

<u>Coverages</u>
Combined

Deductibles
\$10,000

Other Conditions

- Extended Business Income: 5 DaysNewly Acquired Locations: 90 Days
- Unless the interruption exceeds 24 hours we will not pay for any loss under Service Interruption or the Service Interruption component of Perishable Goods.
- 'Covered equipment' does not include any transformers associated with the generation of power. IC Engine Units over 15 years will be valued at Actual Cash value.

^{***} Business Interruption, Extra Expense, Service Interruption, Perishable Goods, or any other indirect coverage not available on any Power Generation unit/facility. ***



3650 S. Boulevard • Edmond, OK 73013 • omag.org 405.657.1400 • 800.234.9461 • FAX 405.657.1401

Municipal Property Protection Plan

City/Town: City of Midwest City AGREEMENT NUMBER: PRO140049908

Mortgagee, Loss Payee and/or Additional Interest Schedule

Dept. of Air Force National Museum 1100 Spatz St Wright-Patterson Afb, OH 45433-7102	Certificate Category Certificate Holder			
City of Midwest City 100 N. Midwest Blvd. Midwest City, OK 73110	Certificate Category Certificate Holder			
Bank of Oklahoma Corporate Trust 499 West Sheridan Suite 2600 Oklahoma City, OK 73102	Certificate Category Loss Payee			
Aimbridge Group Holdings, L.P. 5301 Headquarters Drive Plano, TX 75024	Certificate Category Certificate Holder			
Marriott International, Inc. 10400 Fernwood Road Bethesda, MD 20817	Certificate Category Certificate Holder			





100 North Midwest Boulevard

Midwest City, OK. 73110

(Office) 405.739.1237 / (Fax) 405.869.8616

To: Honorable Mayor and Council

From: Lynn Smithson, Risk Manager

Date: June 24, 2025

RE: Discussion, consideration, and possible action of renewing our auto liability, and

auto/equipment physical damage policy with Oklahoma Municipal Assurance Group (OMAG). The auto and equipment policy has a \$1,000 deductible for comprehensive and collision

coverage, including auto liability at a premium rate of \$331,987 for fiscal year 2025-2026.

Attached is the declaration page for the auto and equipment physical damage, and auto liability policy.

If you have any questions regarding the City's auto insurance program, please feel free to contact me at 739-1237.

Staff recommends approval.

Lynn Smithson Risk Manager



3650 S. Boulevard • Edmond, OK 73013 • omag.org 405.657.1400 • 800.234.9461 • FAX 405.657.1401

Municipal Liability Protection Plan Declarations Page

1. PLAN MEMBER: City of Midwest City AGREEMENT NUMBER: GLA140053108

Mailing Address: 100 N. Midwest Blvd.

Midwest City, Oklahoma 73110

2. Plan Period From 7/1/2025 to 7/1/2026 12:01 A.M. Central Standard Time

3. The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage,

for which a premium is charged.

COVERAGE

GENERAL LIABILITY (PARTS I, IV, V and VII)

PREMIUM

A. Bodily Injury

B. Property Damage

C. Personal Injury

D. Errors and Omissions

[] Prior Acts Coverage

AUTOMOBILE LIABILITY (PART II)

E. Bodily and Personal Injury F. Property Damage

[X] Hired and Non-owned Automobile Coverage

\$161

AUTOMOBILE & EQUIPMENT PHYSICAL DAMAGE (PART III)

G. Automobile Physical Damage \$222,339

1. Comprehensive

2. Specified Perils

3. Collision

H. Equipment Physical Damage – Per equipment schedule

[X] Mobile Equipment\$4,824[X] Auto/Misc. Equipment Blanket Limit: \$2,163,802\$3,246[X] Mobile Equipment Leased/Rented Limit: \$360,000\$630

[X] Hired Auto Physical Damage Limit: \$150,000

CYBER BREACH RESPONSE (VI)

K. First Party & Liability \$1,350

Total Premium

\$331,987

4. Limits of Liability for claims which are subject to the GOVERNMENTAL TORT CLAIMS ACT:

\$25,000 Each Property Damage Loss Per Occurrence Coverages B, F

\$25,000 Sanitary Sewer Overflows Loss Per Occurrence regardless of number of claims or claimants Coverage C

\$125,000 Each Other Loss Per Occurrence Coverages A, C, D, E

Limits of liability for claims which are not subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:

\$1,000,000 Each Other Loss Per Occurrence Coverages C, D

Aggregate limits of liability, regardless of theory of liability

\$1,000,000 Aggregate Per Occurrence Coverages A, B, C, D, E, and/or F

\$75,000 Sanitary Sewer Overflows Annual Aggregate Coverage C

\$2,000,000 Annual Aggregate Coverages C, D

\$50,000 Annual Aggregate Combined Single Limit Coverage K

\$2,500,000 Pool Annual Aggregate Limit Coverage K

5. **DEDUCTIBLES**

Coverages A, B, E, F: No Deductible, except Sanitary Sewer Overflows and Electrical Disruptions, which are subject to the Deductible of C & D.

Coverages C, D: Per Occurrence, except Law enforcement/Jail Related Claims which are subject to a \$5,000 Deductible or the above-mentioned standard Deductible, whichever is greater

Coverages G, H: Per Schedule Coverage K: **\$2,000** Per Occurrence

6. This agreement is composed of this Declaration Page, the MLPP Document, Schedules, Forms and Endorsements, if any.



3650 S. Boulevard • Edmond, OK 73013 • omag.org 405.657.1400 • 800.234.9461 • FAX 405.657.1401

Issue Date: June 6, 2025

Municipal Liability Protection Plan

ADDITIONAL NAMED PLAN MEMBERS

Midwest City Municipal Auth. Trust



3650 S. Boulevard • Edmond, OK 73013 • omag.org 405.657.1400 • 800.234.9461 • FAX 405.657.1401

Municipal Liability Protection Plan

City/Town:

Mortgagee, Loss Payee and/or Additional Interest Schedule

Loss Payee
Certificate Category
Loss Payee
Certificate Category
Loss Payee
Certificate Category
Certificate Holder
Certificate Category
Loss Payee
_



Grants Management

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

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: June 24, 2025

SUBJECT: 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.

On April 7, 2025, the Citizens' Advisory Committee on Housing and Community Development conducted a public hearing and recommended approval of the 2025-2029 Consolidated Plan and Strategy and the 2025 Action Plan. A summary of the proposed plans was published in the *Midwest City Beacon* on April 17, 2025. During the 30-day comment period, copies of the proposed plan were available for public review at Midwest City Hall, Midwest City Library, Midwest City Senior Center, Midwest City Neighborhood Services Office, Midwest City Neighborhoods in Action Office and the City of Midwest City website. The final approved document will be posted on the City of Midwest City website at https://www.midwestcityok.org/grants/page/public-documents-notices.

The Consolidated Plan and annual action plans identify Midwest City's priority housing and non-housing community development needs and outline a strategy to address those needs within the CDBG program. An approved consolidated plan is a requirement for continued funding from the U.S. Department of Housing and Urban Development. The 2025 Action Plan reiterates goals and objectives and contains descriptions of activities to be undertaken during fiscal year 2025-26 using CDBG funds, as recommended by the Citizens' Advisory Committee. It serves as Midwest City's application for 2025 Community Development Block Grant (CDBG) funding. A 2025 Action Plan budget summary is attached for your information, along with the proposed 2025-2029 Consolidated Plan and associated 2025 Action Plan.

Staff recommends approval.

Terri L. Craft Grants Manager

PROPOSED 2025 CDBG ACTION PLAN BUDGET SUMMARY

2025 CDBG Allocation \$ 412,315 2024 - \$415,634 (Actual)

 Prior Year Funds
 \$ 18,188

 TOTAL:
 \$ 430,503

	2025
PUBLIC SERVICES – (15% Cap - \$61,847)	
Autumn House Social Services	\$ 14,000.00
Before/After School Scholarships	\$ 9,000.00
Mid-Del Youth & Family	\$ 11,500.00
Leah's Hope – Transitional Annex	\$ 9,000.00
EMBARK Senior Transportation	\$ 5,000.00
Fair Housing - Metro Fair Housing Council	\$ 8,000.00
HOUSING	
Primary Systems Home Repair	\$ 70,000.00
Payroll/Benefits – Housing	\$ 135,567.00
Admin Expenses	\$ 3,000.00
Fleet Maintenance	\$ 1,644.00
HOME Housing Services	\$ 2,000.00
PUBLIC FACILITY/IMPROVEMENTS	
Park Improvements	\$ 50,000.00
ADMIN – (20% Cap - \$82,463)	
Payroll/Benefits – General	\$ 76,465.00
Admin Expenses	\$ 3,000.00
CONTINGENCY	\$ 32,327.00
TOTAL:	\$ 430,503.00



THE CITY OF MIDWEST CITY Community Development Block Grant Program FY2025-FY2029 Consolidated Plan and Strategy

Prepared By: Grants Management Department

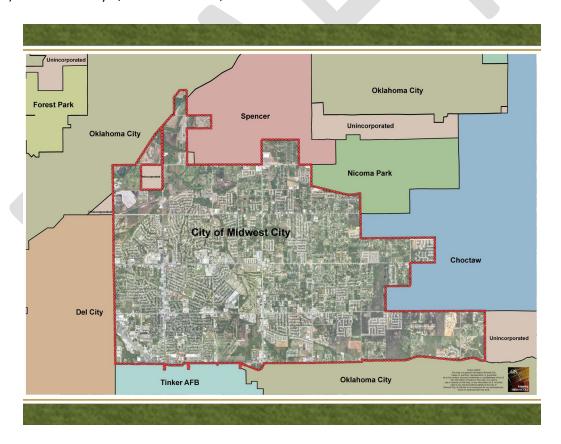
Submitted to: U.S. Department of Housing and Urban Development
Oklahoma City Office, Region VI
Community Planning and Development
301 NW 6th Street, Suite 200
Oklahoma City, Oklahoma 73102

Executive Summary

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

1. Introduction

The City of Midwest City has prepared the 2025-2029 Consolidated Plan as a requirement to receive U.S. Housing & Urban Development (HUD) Community Development Block Grant (CDBG) program funds. The Consolidated Plan outlines the needs, goals, and priorities for the City of Midwest City during the next five years through a needs assessment, strategic plan, and action plan, including the process of preparation, consultation, and administration. It is guided by the primary objectives of the Community Development Block Grant (CDBG) program: 1) providing decent housing; 2) a suitable living environment; and 3) expanded economic opportunities; principally benefiting persons of low to moderate income. Midwest City plans to use its CDBG funds for housing, community development and public service activities. The 2025-2029 Consolidated Plan covers the five-year period of July 1, 2025 to June 30, 2029. It also contains an Action Plan for the use of Community Development Block Grant (CDBG) funds from July 1, 2025 to June 30, 2026.



2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

Midwest City plans to use its CDBG funds for housing, community development and public service activities. Objectives and outcomes for 2025-2029 include:

Decent, Affordable Housing:

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

Suitable Living Environments:

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

Economic Opportunity:

- a. Encourage economic independence and promote economic development activities within Midwest City, to include job creation, job training, internship, life skill enhancement, higher education and technical education opportunities.
- b. Assist with implementation of the Volunteer Income Tax Assistance (VITA) Program.

3. Evaluation of past performance

The city's past programs have focused on community needs that continue to exist, including aging housing and infrastructure, neighborhood and public improvements, and public services. The programs the city has used to address these needs have been well received by residents and neighborhood organizations. The City of Midwest City believes the programs proposed for the 2025 Action Plan year and goals for the five-year Consolidated Plan, while similar to the preceding plan, continue to be the most efficient and effective use of HUD Community Development Block Grant funds in Midwest City.

4. Summary of citizen participation process and consultation process

Citizen participation in all stages of the consolidated planning process is essential in developing and maintaining a program that reflects the needs of the citizens. The City of Midwest City follows a detailed citizen participation plan in an effort to encourage communication, to provide for dissemination of information, and to develop and provide activities that reflect the needs of citizens and the city. The Citizens' Advisory Committee on Housing and Community Development acts as an advisory body to the Midwest City Council on matters concerning HUD housing and community development programs. The committee meets on call, generally 3 to 4 times a year, during the planning process and to review program performance. The citizen participation plan describes the advisory body, public hearings, outreach, public information methods, technical assistance, and the city's anti-displacement plan.

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

5. Summary of public comments

See PR-15 Citizen Participation and attached Citizen Participation Plan.

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

All public comments are included in the consolidated planning document.

7. Summary

See above.

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

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

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

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

Table 1 - Responsible Agencies

Narrative

The City of Midwest City's Grants Management Department is responsible for preparing the Consolidated Plan. The City of Midwest City's Department of Housing and Urban Development entitlement funding consists only of the Community Development Block Grant (CDBG) program. Through the planning process, Midwest City has endeavored to foster collaboration, problem solving, and to develop partnerships between public and private groups to achieve intended purposes. The Midwest City Citizens' Advisory Committee on Housing and Community Development reviews plans and funding prior to making a recommendation to the Midwest City Council.

Consolidated Plan Public Contact Information:

Terri L. Craft
Grants Manager
City of Midwest City
100 N. Midwest Blvd.
Midwest City, OK 73110
405-739-1217
tcraft@midwestcityok.org

PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)

1. Introduction

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

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

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

The City of Midwest City is in the jurisdiction of the Oklahoma Balance of State Continuum of Care, which includes the Oklahoma City metropolitan area entitlement cities of Midwest City, Edmond and Shawnee and a large part of rural Oklahoma (approximately 1/3 of the state). Since Midwest City is a part of this larger area Continuum of Care, the homeless population count and numbers are not available for the Midwest City community alone through the COC. North West Domestic Crisis Services in Woodward, Oklahoma is the lead entity for the Oklahoma Balance of State Continuum of Care. Midwest City works to identify and address the needs of homeless persons and persons at risk of homelessness through local resources, which includes the Midwest City Police Department and their Community Action Officers. They are typically the first contact with homeless individuals encountered on the street panhandling or in makeshift encampments. A new Crisis Intervention Response Team (CIRT), also through the Midwest City Police Department, plans to have regular contact with homeless in the community in an effort to document and improve their situations. Referrals are made through 211 and other service providers working through the Oklahoma City Continuum of Care in the metropolitan area. Other efforts to address needs include Midwest City's Transitional Housing Program that coordinates with local homeless service providers and staff efforts to explore TBRA opportunities.

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

The City of Midwest City does not receive ESG funds.

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

Residents from the community took part in a citizens survey in November of 2024, along with targeted surveys that went out to local realtors and public service providers.



Agency/Group/Orga	Agency/Group/Orga	What section	How was the		
nization	nization Type	of the Plan was	Agency/Group/Organization consulted		
		addressed by	and what are the anticipated outcomes		
<type=[pivot_table] report_guid="[AA4FDEC5439905E0BA7EBD82142E56F5]"></type=[pivot_table]>					

Table 2 – Agencies, groups, organizations who participated

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

Agencies were either consulted with or invited to participate. There was no decision to exclude any group.

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

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

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))

During the development of the Consolidated Plan, Midwest City contacted/consulted with adjacent units of government, the cities of Oklahoma City, Del City, Spencer, Nicoma Park, and Choctaw. The City of Midwest City attempts to stay informed of the State of Oklahoma's various housing and community development programs and the Consolidated Plan, prepared jointly by the Oklahoma Department of Commerce and the Oklahoma Housing Finance Agency.

Narrative (optional):

A complete list of agencies contacted for comment regarding the needs of Midwest City residents include: Areawide Aging Agency, Autumn House, Boys and Girls Club, Catholic Charities, Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc., Dale Rogers Training Center, Heartline, COTPA, Mid-Del Group Homes, Mid-Del Food Pantry, Mid-Del Youth and Family Center, Midwest City YMCA, Mission Mid-Del, Neighborhood Services Organization, Rose State College, Oklahoma City Public Schools, Mid-Del Schools, Crutcho Schools, Oklahoma Housing Finance Agency, Positive Tomorrows, Mid Del Moore Realtor Association, Rebuilding Together, Red Rock, RSVP of Central Oklahoma, Urban League, Latchkey Childcare Services, Neighborhood Housing Services, Literacy Link, Leah's Hope, Building Generations, EOC Tech Adult Day Center, Daily Living Centers Inc., Hope Community Services, Mental Health Assoc. in OK Co., Oklahoma Office of Disability Concerns, NAMI, City Rescue Mission, Jesus House, OKC Housing Authority, Salvation Army of Central Ok, Upward Transitions, Metro Fair Housing Council, Calm Waters, FireLink, Midwest City Senior Center, Leadership MWC, SSM Case Management, Central Habitat for Humanity, Kiwanis Club of MWC, Knights of Columbus, Lions Club of MWC, American Legion Post #170, US Dept of Veterans Affairs, Sen. Brenda Stanley, Sen. George Young, Rep. Jason Lowe, Rep. Robert Manger, Rep. Max Wolfley, Ok. County District 1 County Commissioner, CAO Officers, Police Chaplin, and local churches.

The City of Midwest City works to improve coordination with various public, private, and non-profit groups in the community to address priority needs, especially those of targeted low-income persons and special needs populations. The city strives to partner with public and private agencies to ensure funding priorities are in line with current community development goals and continues to enhance coordination among providers to better serve the community.

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

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

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



Consolidated Plan MIDWEST CITY 9

OMB Control No: 2506-0117 (exp. 09/30/2021)

Citizen Participation Outreach

Sort Or der	Mode of Ou treach	Target of Ou treach	Summary of response/atte ndance	Summary of comments re ceived	Summary of co mments not accepted and reasons	URL (If applica ble)
1.	Public Hearing	Non- Targeted/ Broad Community	The CAC annual public needs meeting held on December 9, 2024	Comments on public services and community needs. Minutes available upon request.	N/A AII comments were accepted	
2.	Community Survey	Non- Targeted/ Broad Community	Community Survey (DATES)			
3.	Realtor Survey	Local Realtors				
4.	Public Service Survey	Public Service Providers s				
5.	Public Hearing	Non- Targeted/ Broad Community	CAC held a public hearing on April 7, 2025 to review the FY25-29 Consolidated and Action Plans	Public Service providers discussed their proposals submitted for CDBG funds. Minutes available upon request.	N/A All comments were accepted	
6.	Newspaper Ad	Non- Targeted/ Broad Community	Draft FY25-29 Consolidated Plan and FY25 Action Plan were published on 4/16/25 for 30day public comment period	requesti		
7.	Public Meeting	Non- Targeted/ Broad Community	The Midwest City Council approved the FY25-29			

Citizen Participation Outreach

Sort Or der	Mode of Ou treach	Target of Ou treach	Summary of response/atte ndance	Summary of comments re ceived	Summary of co mments not accepted and reasons	URL (If applica ble)
			Consolidated Plan and FY25 Annual Action Plan			

Table 4 – Citizen Participation Outreach



Needs Assessment

NA-05 Overview

Needs Assessment Overview

Based on HUD-provided figures, the following data indicates the number and percentage of renters and homeowners who may be subject to housing problems based on income level. The recent pandemic and the economic problems associated are not included in the following data (2020). It is assumed that the number of households experiencing housing problems and cost burden may be substantially larger.

HUD receives a "special tabulation" of data from the U.S. Census Bureau's American Community Survey (ACS) that is largely not available through standard Census products. This data, known as the Comprehensive Housing Affordability Strategy (CHAS) data, is used by local governments for housing planning and as part of the Consolidated Planning process. It shows the number of households that fit certain combinations of HUD-specified criteria such as housing needs, HUD-defined income limits (primarily 30, 50, and 80 percent of area median income), and household types.

Using recent Comprehensive Housing Affordability Strategy (CHAS) data from 2016 to 2020 provided by HUD for Midwest City, the following was identified:

- 13.3% of all households (3,120) are extremely low-income (0-30% HAMFI)
- 51.9% of all households (12,140) have incomes ranging from zero to 80% HAMFI
- Approximately 11.46% of households are severely cost burdened: 1814 (67.7%) are renter households paying over 50% of their income for rent and 864 (32.3%) are homeowners paying half or more of their income for housing costs.

The city's assessment utilizes HUD's eCon Planning Suite within the Integrated Disbursement and Information System (IDIS). The suite pre-populates the most up-to-date housing and economic data available to assist jurisdictions in identifying funding priorities in the Consolidated Plan and Annual Action Plan.

The Housing Needs Assessment includes information on number of households, housing needs, housing problems, households with children present and estimated housing needs. In the housing needs summary, households are broken into five categories: (1) Small families, defined as a family with two to four members, (2) Large families, defined as a family with five or more members, (3) Elderly, a household whose head, spouse, or sole member is a person who is at least 62, (4) Income level as described above, and (5) Other, all other households.

Low to moderate income is categorized by HUD as a percentage of total household income compared to HUD Area Median Family Income (HAMFI) and is described in four categories: Extremely Low Income:

Households earning less than 30% HAMFI; Low Income: Households earning 30-50% HAMFI; Moderate Income: Households earning between 50-80% HAMFI, and; Middle Income: Households earning between 80-100% HAMFI. HUD defines the term "cost burden" as when a household is paying more than 30 percent of its income for rent or home owner costs. Households paying more than 50 percent of income on rent or home owner costs are considered to be "severely cost burdened".

HUD defines housing problems as:

- Lack of complete kitchen or plumbing facilities.
- Cost burdened: A housing cost burden of more than 30% of household income. Cost burden is the fraction of a household's total gross income spent on housing costs. For renters, housing costs include rent paid by the tenant plus utilities. For owners, housing costs include mortgage payments, taxes, insurance, and utilities.
- Severe cost burdened: A housing cost burden of more than 50% of household income, applying the same definition as described for cost burden.
- Overcrowding is defined as more than one person per room, not including bathrooms, porches, foyers, halls, or half rooms.
- Severe overcrowding is defined as more than 1.5 persons per room, applying the same definition as described for overcrowding.

Midwest City has a total of 23,365 households which is a 2% increase from the 2015 ACS data of 23,205 households. Of the total households, 44.7% are family households, 38.6% are senior households, and 13% are households with one or more children 6 or younger. 51.9% of all households are classified as low to moderate income (LMI) with a breakdown of 25.7% extremely low income, 32.1% low income, 42.2% moderate income. 48.1% of households in Midwest City make more than 80% of the HUD Area Median Family Income (HAMFI).

Approximately 2% of Midwest City households live in substandard, overcrowded or severely overcrowded housing, with the most common housing problem being cost burden exceeding 30 and 50% of income representing 24% of households. Housing problems are greatest for 0-30% renters and homeowners, with numbers decreasing as incomes increase. 24.6% of Midwest City households have a housing cost burden greater than 30% of income, with 7.6% of households having a cost burden greater than 50% of income. Elderly rental households make up 21.6% of rental cost burdened households, 46.5% of cost burdened owner households are elderly. The elderly make up 46.2% of severely cost burdened renter households. 53.9% of elderly owner households are severely cost burdened.

This section estimates the needs for housing, public housing, homeless, non-homeless and community development. The estimates provided here are the result of data analysis, consultations, citizen participation, community survey, and public meetings.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

Demographics	Base Year: 2015	Most Recent Year: 2020	% Change
Population	56,505	57,390	2%
Households	23,205	23,365	1%
Median Income	\$44,578.00	\$49,368.00	11%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Number of Households Table

	0-30%	>30-50%	>50-80%	>80-100%	>100%
	HAMFI	HAMFI	HAMFI	HAMFI	HAMFI
Total Households	3,120	3,900	5,120	2,590	8,635
Small Family Households	880	1,015	2,000	925	4,020
Large Family Households	150	340	370	280	460
Household contains at least one					
person 62-74 years of age	835	1,410	955	560	2,480
Household contains at least one					
person age 75 or older	490	460	935	280	605
Households with one or more					
children 6 years old or younger	570	490	745	505	730

Table 6 - Total Households Table

Data 2016-2020 CHAS

Source:

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter						Owner			
	0-30% AMI	>30- 50%	>50- 80%	>80- 100%	Total	0-30% AMI	>30- 50%	>50- 80%	>80- 100%	Total
NUMBER OF HOL	ICELLOLD	AMI	AMI	AMI			AMI	AMI	AMI	
NUMBER OF HOL	JSEHOLD	'S 					1			
Substandard										
Housing -										
Lacking										
complete										
plumbing or										
kitchen										
facilities	45	4	10	0	59	0	4	4	25	33
Severely										
Overcrowded -										
With >1.51									,	
people per										
room (and										
complete										
kitchen and										
plumbing)	0	15	30	15	60	0	0	0	4	4
Overcrowded -										
With 1.01-1.5										
people per										
room (and										
none of the										
above										
problems)	10	135	85	25	255	0	45	25	0	70
Housing cost										
burden greater										
than 50% of										
income (and										
none of the										
above										
problems)	1,460	210	25	0	1,695	600	170	160	10	940

			Renter					Owner		Total		
	0-30%	>30-	>50-	>80-	Total	0-30%	>30-	>50-	>80-	Total		
	AMI	50%	80%	100%		AMI	50%	80%	100%			
		AMI	AMI	AMI			AMI	AMI	AMI			
Housing cost												
burden greater												
than 30% of												
income (and												
none of the												
above							,					
problems)	205	1,175	420	35	1,835	230	410	465	55	1,160		
Zero/negative												
Income (and												
none of the												
above												
problems)	70	0	0	0	70	130	0	0	0	130		

Table 7 – Housing Problems Table

Data

2016-2020 CHAS

Source:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

			Renter	74				Owner		
	0-30%	>30-	>50-	>80-	Total	0-	>30-	>50-	>80-	Total
	AMI	50%	80%	100%		30%	50%	80%	100%	
		AMI	AMI	AMI		AMI	AMI	AMI	AMI	
NUMBER OF HOUSE	HOLDS									
Having 1 or more										
of four housing										
problems	1,515	360	150	45	2,070	600	220	185	40	1,045
Having none of										
four housing										
problems	465	1,950	2,260	990	5,665	535	1,370	2,525	1,520	5,950
Household has										
negative income,										
but none of the										
other housing										
problems	0	0	0	0	0	0	0	0	0	0

Table 8 – Housing Problems 2

Data

2016-2020 CHAS

Source:

3. Cost Burden > 30%

		Rei	nter			0	wner		
	0-30% AMI	>30-50% AMI	>50- 80% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	Total	
NUMBER OF HOL	NUMBER OF HOUSEHOLDS								
Small Related	715	515	140	1,370	84	165	285	534	
Large Related	140	245	25	410	14	25	35	74	
Elderly	445	295	59	799	520	254	185	959	
Other	425	460	225	1,110	215	160	120	495	
Total need by	1,725	1,515	449	3,689	833	604	625	2,062	
income									

Table 9 - Cost Burden > 30%

Data

2016-2020 CHAS

Source:

4. Cost Burden > 50%

		Re	enter			Owner			
	0-30%	>30-	>50-	Total	0-30%	>30-	>50-	Total	
	AMI	50%	80%		AMI	50%	80%		
		AMI	AMI			AMI	AMI		
NUMBER OF HOL	NUMBER OF HOUSEHOLDS								
Small Related	0	0	85	85	80	90	0	170	
Large Related	0	0	10	10	4	0	20	24	
Elderly	370	65	4	439	340	34	70	444	
Other	0	365	50	415	185	0	0	185	
Total need by	370	430	149	949	609	124	90	823	
income									

Table 10 – Cost Burden > 50%

Data Source:

2016-2020 CHAS

5. Crowding (More than one person per room)

	Renter					Owner				
	0-	>30-	>50-	>80-	Total	0-	>30-	>50-	>80-	Total
	30%	50%	80%	100%		30%	50%	80%	100%	
	AMI	AMI	AMI	AMI		AMI	AMI	AMI	AMI	
NUMBER OF HOUSE	HOLDS									
Single family										
households	10	135	105	40	290	0	45	4	4	53

		Renter					Owner			
	0- 30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0- 30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
Multiple, unrelated family										
households	0	0	10	4	14	0	4	20	0	24
Other, non-family households	0	15	0	0	15	0	0	0	0	0
Total need by income	10	150	115	44	319	0	49	24	4	77

Table 11 – Crowding Information

Data

2016-2020 CHAS

Source:

Describe the number and type of single person households in need of housing assistance.

In the City of Midwest City, approximately 33.2% of households are single person, or a total of 8,170 households. The majority of these households are homeowners at 52%, with 48% renting. Breakdown by income is unavailable, however it is assumed that the average single person household spends a larger percentage of their income on housing. Based on this factor, it can be assumed that many single person households may be in need of more affordable housing options and assistance, as well as housing that has access to services.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

25% or 228 of Oklahoma Housing Finance Agency's 913 voucher holders in Midwest City are disabled. It is assumed that percentage can be applied to OHFA's waiting list, however, staff was unable gather information on OHFA's waiting list. The Mid Del Group Homes, Inc. maintains four group homes in Midwest City for 24 developmentally disabled adults. There is a consistent need for supportive housing and services for this segment of the population. Mid Del Group Homes has historically had an admission waiting list for both male and female residents.

Staff is unable to determine the housing assistance needs of victims of domestic violence, dating violence, sexual assault and stalking in Midwest City.

What are the most common housing problems?

Based on the data provided in the tables above, the most common housing problem is cost burden of greater than 30%, followed by cost burden greater than 50% with both owners and renters.

Are any populations/household types more affected than others by these problems?

In Table 9 – Cost Burden >30%, it shows that 24.6% of households are cost burdened. The households at greater risk for cost burden are small related and other renter households at all income levels and owner small related, elderly and other households at all income levels. In Table 10 – Cost Burden >50%, it shows 7.6% of households are cost burdened. Greater need is evident in all renter household types at the 0 – 30% AMI, representing 47% of all renters in that category. Owner households at 0-30% AMI are also at greater need and represent 74% of all owners with a cost burden >50%. The elderly represent 46.5% of all low to moderate income owner households at 0-30% AMI.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

It stands to reason that all households that are experiencing housing problems, especially cost burdened, low income households may be in precarious housing situations. Doubled-up households are also at risk of becoming homeless. Families in this situation may be doubled-up due to lack of employment, a change in family make-up, sub-standard housing, or a multitude of other life affecting reasons. Midwest City partners with a local homeless provider to provide a Transitional Housing Program, however rapid re-housing assistance is not available in Midwest City.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Not Applicable

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

The housing characteristics most commonly linked with housing instability and an increased risk of homelessness are high-cost burden, underemployment or unemployment; and low income, single head of households who have no family support or safety net when difficulties arise. These characteristics can cross housing tenure and be equally as disrupting to either owner or renter households. Cost burdened senior households are particularly vulnerable.

Discussion

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has a disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

Disproportionately greater need is indicated by exceeding 10% more need in comparison to the needs of the whole.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems	
Jurisdiction as a whole	2,490	320	195	
White	1,295	280	150	
Black / African American	870	25	25	
Asian	40	0	0	
American Indian, Alaska Native	40	0	4	
Pacific Islander	0	0	0	
Hispanic	105	15	4	

Table 12 - Disproportionally Greater Need 0 - 30% AMI

Data 2016-2020 CHAS

Source:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,295	975	0
White	1,270	670	0
Black / African American	760	180	0
Asian	8	0	0
American Indian, Alaska Native	35	50	0
Pacific Islander	0	0	0

^{*}The four housing problems are:

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Hispanic	105	60	0

Table 13 - Disproportionally Greater Need 30 - 50% AMI

Data

2016-2020 CHAS

Source:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,420	3,745	0
White	790	2,430	0
Black / African American	440	825	0
Asian	40	14	0
American Indian, Alaska Native	55	140	0
Pacific Islander	0	0	0
Hispanic	75	210	0

Table 14 - Disproportionally Greater Need 50 - 80% AMI

Data

2016-2020 CHAS

Source:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	270	2,535	0
White	160	1,610	0
Black / African American	70	405	0

^{*}The four housing problems are:

^{*}The four housing problems are:

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Asian	0	50	0
American Indian, Alaska Native	0	170	0
Pacific Islander	0	0	0
Hispanic	4	235	0

Table 15 - Disproportionally Greater Need 80 - 100% AMI

Data 2016-2020 CHAS

Source:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

Discussion

Table 13 -Disproportionally Greater Need 0 to 30% AMI, indicates that 83% of households that make 0 to 30% of the area median income experience one or more housing problems. Black households have a disproportionally greater need by 15 households and Asian households at 3 households.

Table 14-Disproportionally Greater Need 30 to 50% AMI, shows 70% of households in Midwest City making 30 to 50% of the AMI experience one or more housing problems. The black population has a disproportionately greater need by 5 households and the Asian population by 2 households.

Table 15 – Disproportionally Greater Need 50 to 80% AMI, demonstrates that housing problems are experienced less by households overall at 27%, with a disproportional greater need among Asians by 15 households.

Table 16 – Disproportionally Greater Need 80 to 100% AMI, indicates that 9.6% of overall households experiences one or more housing problems. There is no disproportional greater need in this income category.

^{*}The four housing problems are:

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,100	710	195
White	1,130	450	150
Black / African American	675	220	25
Asian	40	0	0
American Indian, Alaska Native	30	4	4
Pacific Islander	0	0	0
Hispanic	95	20	4

Table 16 - Severe Housing Problems 0 - 30% AMI

Data 2016-2020 CHAS

Source:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	920	2,355	0
White	535	1,410	0
Black / African American	290	655	0
Asian	4	4	0
American Indian, Alaska Native	10	80	0
Pacific Islander	0	0	0
Hispanic	39	125	0

Table 17 - Severe Housing Problems 30 - 50% AMI

^{*}The four severe housing problems are:

Data 2016-2020 CHAS Source:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	395	4,770	0
White	260	2,960	0
Black / African American	90	1,180	0
Asian	10	40	0
American Indian, Alaska Native	10	180	0
Pacific Islander	0	0	0
Hispanic	10	285	0

Table 18 - Severe Housing Problems 50 - 80% AMI

Data 2016-2020 CHAS

Source:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	75	2,730	0
White	50	1,720	0
Black / African American	10	465	0
Asian	0	50	0
American Indian, Alaska Native	0	170	0
Pacific Islander	0	0	0
Hispanic	4	235	0

Table 19 – Severe Housing Problems 80 - 100% AMI

^{*}The four severe housing problems are:

^{*}The four severe housing problems are:

Data 2016-2020 CHAS Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

According to Table 17 – Severe Housing Problems 0 - 30% AMI, indicates the Asian category experiencing one or more severe housing problems at a disproportionally higher rate than the jurisdiction as a whole by 8 households.

Table 18 – Severe Housing Problems 30 – 50% AMI, indicates that Asian category experience one or more severe housing problems at a disproportionally higher rate than the city as a whole, by less than 1 household.

Table 19 – Severe Housing Problems 50 - 80% AMI, indicates that the Asian category experiencing one or more severe housing problems at a disproportionally higher rate than the jurisdiction as a whole by less than 1 household. Overall, Midwest City households with incomes 50 - 80% of the AMI experience one or more housing problems at 7.64%.

Table 20 - Severe Housing Problems 80 - 100% AMI, shows no racial category experiencing one or more severe housing problems at a disproportionally higher rate than the jurisdiction as a whole. Overall, Midwest City households with incomes 80 - 100% of the AMI experience one or more housing problems at 2.67%.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	16,725	3,335	3,014	205
White	12,050	1,805	1,660	160
Black / African				
American	2,520	1,100	1,000	25
Asian	165	40	45	0
American Indian,				
Alaska Native	620	75	50	4
Pacific Islander	0	0	0	0
Hispanic	860	175	105	4

Table 20 - Greater Need: Housing Cost Burdens AMI

Data Source: 2016-2020 CHAS

Discussion:

In Midwest City as a whole, 71.8% of households face no cost burden, 14.3% of households have a cost burden of 30-50% and 12.9% of households face a severe cost burden greater than 50%.

Table 21 – Greater Need: Housing Cost Burdens AMI indicates that no racial categories experience a disproportionately greater need in any cost burden category.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

If they have needs not identified above, what are those needs?

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

In Midwest City, there are racial and ethnic groups that face disproportionately greater need than the needs of that income category as a whole.

In the income category 0-30% AMI, the only group that faces a disproportionate greater need is the black population at 89.1% experiencing housing problems, in comparison to the jurisdiction as a whole at 77.9%. There was no disproportionate need with severe housing problems at that income level. At 30-50% AMI, the Black and Asian populations have disproportionate need 86.9% and 92.4% compared to the jurisdiction as a whole at 72.7%. Severe housing problems are felt disproportionately by American Indian and Hispanic populations at 41.6% and 36.7% versus the jurisdiction as a whole at 25.5%. The income category of 50-80% AMI indicates American Indian and Hispanic populations experience disproportionate housing problems at 45% and 53% compared with the jurisdiction as whole at 31%. There were no disproportionately greater needs by any racial categories with severe housing problems. The income category of 80-100% AMI, there were no disproportionately greater needs by any racial categories with housing problems or severe housing problems. In the category of cost burden, there are no racial or ethnic groups in Midwest City at any income level that have a disproportionately greater need than that income level's population as a whole.

If they have needs not identified above, what are those needs?

Unknown if there are any needs not identified above.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

The distribution of Midwest City's population was evaluated by census tract, the only racial group other than the White population with a population concentration exceeding 50% was the Black population with a concentration in CT 1080.03 at 52% and CT 1080.11 at 60%. It is unknown if any racial or ethnic group with disproportionately greater needs are located in any specific neighborhoods in Midwest City.

NA-35 Public Housing – 91.205(b)

Midwest City does not have a public housing authority or public housing inventory. Tenant based rental assistance in Midwest City is provided by the Section 8 Housing Choice Voucher Program through the Oklahoma Housing Finance Agency (OHFA). They show 766 residents participating in their Housing Choice Voucher Program, Family Self-Sufficiency Program, Homeownership Program and Veterans Affairs Supportive Housing Program with a contracted unit living in Midwest City. Currently there are 592 persons on their waiting list who show a Midwest City address. The following information is pre-populated and reflects OHFA's statewide program.

Introduction

Totals in Use

				Program Type					
	Certificate	Mod-	Public	Vouchers					
		Rehab	Housing	Total	Project -	Tenant -	Speci	al Purpose Vo	ucher
					based	based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	46	0	10,307	0	10,134	13	1	0

Table 21 - Public Housing by Program Type

Data Source: PIC (PIH Information Center)

^{*}includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Characteristics of Residents

Program Type									
	Certificate	Mod-	Public	Vouchers					
		Rehab	Housing	Total	Project -	Tenant -	Special Purp	ose Voucher	
					based	based	Veterans Affairs Supportive Housing	Family Unification Program	
Average Annual Income	0	7,863	0	10,721	0	10,635	8,811	13,488	
Average length of stay	0	2	0	4	0	4	0	2	
Average Household size	0	1	0	2	0	2	1	3	
# Homeless at admission	0	0	0	108	0	103	5	0	
# of Elderly Program Participants									
(>62)	0	9	0	1,806	0	1,776	2	0	
# of Disabled Families	0	15	0	4,281	0	4,204	3	0	
# of Families requesting									
accessibility features	0	46	0	10,307	0	10,134	13	1	
# of HIV/AIDS program									
participants	0	0	0	0	0	0	0	0	
# of DV victims	0	0	0	0	0	0	0	0	

Table 22 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Program Type									
Race	Certificate	Mod-	Public	Vouchers					
		Rehab	Housing	Total	Project -	Tenant -	Speci	al Purpose Vo	ıcher
					based	based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	44	0	4,475	0	4,390	9	1	0
Black/African American	0	1	0	5,285	0	5,208	4	0	0
Asian	0	0	0	51	0	47	0	0	0
American Indian/Alaska									
Native	0	1	0	488	0	481	0	0	0
Pacific Islander	0	0	0	8	0	8	0	0	0
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disable	d, Mainstream	One-Year, M	ainstream Fi		ursing Home T	ransition			

Table 23 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-	Public	Vouchers					
		Rehab	Housing	Total	Project -	Tenant -	Speci	al Purpose Vo	ucher
					based	based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	1	0	305	0	302	0	0	0
Not Hispanic	0	45	0	10,002	0	9,832	13	1	0
*includes Non-Elderly Disable	d, Mainstrea	m One-Year,	Mainstream	Five-year, and I	Nursing Home	Transition			

Table 24 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)



Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Information unavailable.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders Information unavailable.

How do these needs compare to the housing needs of the population at large Information unavailable.

Discussion



Consolidated Plan MIDWEST CITY 32

OMB Control No: 2506-0117 (exp. 09/30/2021)

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

The City of Midwest City is in the jurisdiction of the Oklahoma Balance of State Continuum of Care, which includes the Oklahoma City metropolitan area entitlement cities of Midwest City, Edmond and Shawnee and a large part of rural Oklahoma (approximately 1/3 of the state). Since Midwest City is a part of this larger area Continuum of Care, the homeless population count and numbers are not available for the Midwest City community alone. North West Domestic Crisis Services in Woodward, Oklahoma is the lead entity for the Oklahoma Balance of State Continuum of Care. The city works to identify and address the needs of homeless persons and persons at risk of homelessness through local resources, referrals to 211 and other service providers in the metropolitan area. Midwest City has historically only documented a handful of chronically homeless over the years, seeing our most pressing need to be assisting those at risk of homelessness in the community, however, in the past ten years, the city has seen an increase in transitory homeless persons. The Midwest City Police Department usually provides the initial contact, providing information and assistance. Being in such close proximity to Oklahoma City shelters and social services, any immediate needs are satisfied through those entities. The 211-referral service refers to Oklahoma City providers, however, referrals often return to our community by way of transitional or permanent housing opportunities.

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
Ethnicity:	Sheltered:	Unsheltered (optional)

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans. Information unavailable.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group. Information unavailable.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

Discussion:

Midwest City has historically only documented a handful of unsheltered homeless, however over the past 10 years, there have visibly been many indicators of at-risk population, including a marked increase in transitory homeless individuals. Over a one-year period from January 1, 2024 through December 31, 2024, Midwest City PD had contact with 111 individuals who indicated they are without permanent shelter. 70% were male and most refused resources offered. Mid Del Schools also have had instances of families living in cars and precariously housed. One day and 7-day bus passes are available from multiple organizations to provide those in need with access to bus transportation to secure assistance from metro facilities.

The Midwest City Police Department continues to monitor the homeless population with Community Action and Crisis Intervention & Response officers. The City has no emergency shelter for the homeless, however local churches and non-profits have various resources to assist those in need. Midwest City maintains (3) single family units in the community and Mid Del Youth and Family provides an emergency youth shelter with a capacity of 11. Leah's Hope Transitional Housing currently assists (7) households.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d) Introduction:

Special Needs Housing is defined as developments that provide permanent supportive housing and integrated housing for persons with special needs. Persons with special needs are those that are physically, emotionally or mentally impaired or suffer from mental illness, developmentally disabled, a youth aging out of foster care, persons with addictions, elderly, frail elderly, HIV/AIDS and their families, and victims of domestic violence. There are consistent patterns between the special needs population and the increased risk for homelessness because of lack of family support, adequate housing facilities and services available. These populations not only need permanent housing opportunities but also integrated services to decrease their risk for homelessness. The lack of adequate funding is also always an issue when dealing with non-homeless needs.

A newly formed organization in the community working with the special need population is the FireLink Midwest City Foundation, a 501 c3, was created by the Midwest City Fire Department personnel and community leaders. Their mission is to fund community risk reduction and safety education programs, to improve the safety and quality of life for residents and first responders. FireLink will receive referrals based on repeat calls for service. They will receive notice for anyone who's called 911 three times in the past month. A member of the group will contact the individual about visiting their home to assess any needs that could be met by local service providers.

Describe the characteristics of special needs populations in your community:

Persons with special needs are those that are physically, emotionally or mentally impaired or suffer from mental illness, developmentally disabled, a youth aging out of foster care, persons with addictions, elderly, frail elderly, HIV/AIDS and their families, and victims of domestic violence.

What are the housing and supportive service needs of these populations and how are these needs determined?

The housing and supportive service needs of these populations include: affordable housing, rehabilitation, emergency repairs, utility assistance, rental assistance, job training and placement assistance.

Special needs populations typically work with a case manager or other staff with a service agency, who will help to coordinate housing and services. They will also help to coordinate services that they do not provide, such as mental health or substance abuse programs and services. Modifications to housing units such as ramps or modified bathrooms are needed for elderly and disabled households.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

In Oklahoma City-County the rate of new reports of HIV was 11.9 cases per 100,000 people (2016-2018). This rate is higher than both the state (5.4) and national (10.6) rates. White men had the highest rate of new HIV cases followed by Hispanic men then Black men. The 2016-2018 Rate per 100,000 for the 73110 Zip code was reported as 5.9, considerably lower than the MSA or national rate.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

Discussion:

N/A

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

Most areas within the City of Midwest City have identified public facility needs and some of those are best met through a city capital improvement program, general funding or other public allocation. Some of the needs, however, are found in low to moderate income areas/neighborhoods outside the scope of larger public facility planning efforts, are smaller in nature and may include improvements to or construction of neighborhood centers, food pantries, park facilities, senior centers, educational facilities, senior developments, recreation facilities, park improvements, transitional housing facilities or accessibility modifications in public facilities, etc.

How were these needs determined?

Public Facility needs were determined through public input, community survey, committee input, neighborhood studies, agency consultation, city planning documents and staff recommendation.

Describe the jurisdiction's need for Public Improvements:

Public improvement needs exist citywide. Like the public facilities, most improvements will be accomplished using other funding streams that are not part of this consolidated planning process. Public improvements in low- and moderate-income areas include infrastructure improvements needs such as sidewalks, curb gutter, water/sewer, bus stop shelters, park improvements, drainage structures and bridges, "way finding" signs, greenways, park land, security improvements, public area structures, landscaping, etc.

How were these needs determined?

Public improvement needs were determined through public input, community survey, committee input, neighborhood studies, agency consultation, city planning documents and staff recommendation.

Describe the jurisdiction's need for Public Services:

There are and continue to be many public service needs in the community, including transportation, atrisk youth programs, afterschool programs, tutoring, mentoring, programs for job search and training, life skill programs, programs for seniors, utility assistance, mental/behavioral health programs, youthful offender programs, food pantry services, and services for the homeless, etc.

How were these needs determined?

Public service needs were determined through public input, community survey, committee input, neighborhood studies, agency consultation, city planning documents and staff recommendation.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

This section provides information on the affordability and condition of the housing market in the City of Midwest City. Many of the data tables are prepopulated by HUD and use the American Community Survey (ACS 2016-2020) and Comprehensive Housing Affordability Strategy (CHAS) five-year dataset. ACS data shows that the City has a total of 25,340 housing units with a homeownership rate of approximately 57%. The majority of Midwest City's housing stock was built between 1950 and 1979; 11,970 units. The second largest category consists of housing units built between 1980-1999 at 5,595. Units built before 1950 total 2,165 and units built after 2000 total 3,640. With the majority of the city's housing units being constructed prior to 1980, a greater risk for lead based paint issues exists.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	19,085	75%
1-unit, attached structure	995	4%
2-4 units	875	3%
5-19 units	2,455	10%
20 or more units	1,455	6%
Mobile Home, boat, RV, van, etc	475	2%
Total	25,340	100%

Table 25 – Residential Properties by Unit Number

Data Source: 2016-2020 ACS

Unit Size by Tenure

	Owne	ers	Renters		
	Number	%	Number	%	
No bedroom	4	0%	140	1%	
1 bedroom	75	1%	2,350	24%	
2 bedrooms	1,740	13%	3,185	32%	
3 or more bedrooms	11,610	86%	4,265	43%	
Total	13,429	100%	9,940	100%	

Table 26 - Unit Size by Tenure

Data Source: 2016-2020 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

Owner occupied households who meet program income guidelines <80% MFI are targeted for participation in local rehabilitation loan program and <50% MFI for emergency rehab/repairs. Approximately 16 households are assisted annually. First time homebuyers with incomes <80% MFI can participate in the HOME funded Homebuyer Assistance Program. Approximately 10 households are assisted annually.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

Not applicable.

Does the availability of housing units meet the needs of the population?

Table 27 – Unit Size by Tenure shows that 57% of housing units in Midwest City are owner occupied while 43% are renter occupied. The housing units available to renters are evenly distributed between 1, 2 and 3 or more bedroom units while the majority of owner units have 3 or more bedrooms. Of the owner housing units, 86% are 3 or more bedroom compared to 43% for renter units. The majority of rental units, or 57%, have only 1 or 2 bedrooms.

Units with 3 or more bedrooms make up 68% of the city's total units. There are an estimated 25,500 residential property units in Midwest City, with approximately 23,300 households, indicating an excess of 2200 units.

Describe the need for specific types of housing:

It has been voiced by the community that there is a need for the following types of housing:

- market rate senior housing (patio home) developments
- new urbanism type developments
- new move-up owner housing up to \$200,000
- handicapped accessible rental and owner housing
- quality and affordable infill housing in established neighborhoods
- affordable rental and owner housing

Discussion

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

In Midwest City, as nationwide, housing value and housing costs are increasing. In Midwest City, both renters and owners are experiencing increases in housing associated costs. Median value of housing has increased 18% from a value of \$99,500 in 2015 to an average value of \$117,000 in 2020. Contract rents have increased 14% from \$597 in 2015 to \$679 in 2020. Since 2020, home values and rents have continued to rise. HUD considers a housing unit affordable if the occupant household expends no more than 30% of its income on housing cost. In the situation where the household expends greater than 30% of its income on housing cost, the household is considered cost burdened. Cost burdened households have less financial resources to meet other basic needs (food, clothing, transportation, medical, etc.), less resources to properly maintain the housing structure, and are at greater risk for foreclosure or eviction.

Cost of Housing

	Base Year: 2015	Most Recent Year: 2020	% Change
Median Home Value	99,500	117,700	18%
Median Contract Rent	597	679	14%

Table 27 - Cost of Housing

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Rent Paid	Number	%
Less than \$500	2,005	20.2%
\$500-999	6,975	70.2%
\$1,000-1,499	815	8.2%
\$1,500-1,999	105	1.1%
\$2,000 or more	29	0.3%
Total	9,929	99.9%

Table 28 - Rent Paid

Data Source: 2016-2020 ACS

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	395	No Data
50% HAMFI	3,340	2,355
80% HAMFI	7,065	5,375

Number of Units affordable to Households earning	Renter	Owner
100% HAMFI	No Data	7,004
Total	10,800	14,734

Table 29 - Housing Affordability

Data Source: 2016-2020 CHAS

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	684	724	906	1231	1506
High HOME Rent	684	724	906	1224	1345
Low HOME Rent	651	698	837	967	1080

Table 30 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

The only category where there is not sufficient housing is <30% HAMFI. Due to Midwest City's abundant supply of smaller, affordable properties, it is likely that many households in the <30% of HAMFI may be homeowners, of which data is not available. To complicate the analysis, housing units that are affordable to lower income individuals and families may be occupied by higher income individuals and families, making these units even scarcer for households in need. Additionally, statistics show that those with lower income, and not just those receiving disability or other subsidies, are in need of lower cost housing. The only option to these households is assisted housing or housing vouchers to assist with housing costs. As income increases beyond 30% of HAMFI, housing supply is available in Midwest City.

How is affordability of housing likely to change considering changes to home values and/or rents?

Housing values and housing costs continue to increase and the affordability of residential units may decrease, however, Midwest City still enjoys a larger affordable housing inventory than most of the metropolitan Oklahoma City area. 70.2% of renters pay between \$500 - \$999 a month in rent. 20.2% pay less than \$500 a month in rent.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

HOME rents and Fair Market Rents for Midwest City are 2020 numbers. Current (2025) rents significantly exceed 2020 rents in Midwest City. It is common for federally assisted housing units to be

higher priced. Market rents in Midwest City are more affordable than most other cities in the metropolitan area.

Discussion

As defined by HUD, for a housing unit to be considered affordable, the household must pay less than 30% of its income on housing expenses.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a) Introduction

The need for repair, improvements and rehabilitation to Midwest City's existing housing stock continues to be a high priority. Most units in the Midwest City area are 50 years or older and may be in need of repair to provide safe, decent, and affordable housing. Conditions of units may be associated with 1. lacks complete kitchen facilities, 2. lacks complete plumbing facilities, 3. more than one person per room, 4. cost burden greater than 30%. According to Table 7 - Condition of Units approximately 38% of renters and 17% owners experience one of the previously mentioned conditions.

Definitions

Housing is considered to be in standard condition when it meets all state and local codes. Housing is considered substandard but suitable for rehabilitation if the unit is in poor condition but is structurally and financially feasible to rehabilitate. Housing with significant structural damage is considered substandard and not suitable for rehabilitation. It may be financially unfeasible to rehabilitate a substandard structure when costs exceed 30-50% of the assessed value of the property. It should be noted that data may be subjective due to householder opinions, not verified by an inspection and the low number of ACS surveys from which data was derived.

Condition of Units

Condition of Units	Owner-Occupied		Renter	-Occupied
	Number	%	Number	%
With one selected Condition	2315	17%	3805	38%
With two selected Conditions	40	0%	170	2%
With three selected Conditions	0	0%	10	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	11075	82%	5945	60%
Total	13430	99%	9930	100%

Table 31 - Condition of Units

Data Source: 2016-2020 ACS

Year Unit Built

Year Unit Built	Year Unit Built Owner-Occupied			-Occupied
	Number	%	Number	%
2000 or later	2,305	17%	1,335	13%
1980-1999	2,915	22%	2,680	27%
1950-1979	7,180	53%	4,790	48%
Before 1950	1,035	8%	1,130	11%
Total	13,435	100%	9,935	99%

Table 32 – Year Unit Built

Data Source: 2016-2020 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number		Number	%
Total Number of Units Built Before 1980.	8215	61%	5920	60%
Housing units built before 1980 with children present	1235	9%	650	7%

Table 33 - Risk of Lead-Based Paint

Data Source: 2016-2020 ACS (Total Units) 2016-2020 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units			2248
Abandoned Vacant Units			
REO Properties			
Abandoned REO Properties			

Table 34 - Vacant Units

Need for Owner and Rental Rehabilitation

As the City of Midwest City's ownership and rental housing stock ages, there is and will continue to be a growing need to rehabilitate these homes. Midwest City has seen sluggish new housing construction for a number of years and a large majority of homes were built before 1980. With each passing decade, the issue of the aging housing stock that has not received periodic maintenance and upgrades will become more apparent, particularly in the segments serving extremely low income; low income; and moderate-income households. It is important that Midwest City maintain programs that offer housing rehabilitation assistance and emergency repair assistance to ensure those who are able will remain in their homes.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

The number of units at risk of lead-based paint hazard is shown above in Table 9; an estimated 8,215 of owner occupied and 5,920 of renter occupied units were built before 1980 and therefore at risk of lead based paint hazards. ACS data indicates that only 13% of these housing units have children present. Lead testing by the Grants Management Department has revealed very minimal LBP hazards on properties participating in housing rehabilitation programs.

Discussion

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

Midwest City does not have a public housing authority. Tenant based rental assistance in Midwest City is provided by the Section 8 Housing Choice Voucher Program through the Oklahoma Housing Finance Agency (OHFA). Staff has been unable to secure information regarding Section 8 households in Midwest City from OHFA, the city has been able to identify **913** Section 8 housing voucher holders specific to Midwest City through other available HUD data. The following information reflects OHFA's statewide program.

Totals Number of Units

Program Type									
	Certificate	Mod-Rehab	Public			Vouche	rs		
			Housing	Total	Project -based	Tenant -based	Specia	al Purpose Vouch	er
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers									
available	0	44		10,502	0	10,502	53	0	0
# of accessible units									
*includes Non-Elderly Disabled	Mainstroam	One Veer N	lainstraam E	ive year and N	ursing Homo Ti	ancition		•	

fincludes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 35 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

Not applicable.

Public Housing Condition

Public Housing Development	Average Inspection Score

Table 36 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

Describe the public housing agency's strategy for improving the living environment of lowand moderate-income families residing in public housing:

Discussion:

Not Applicable.

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

The city owns and operates (3) single family structures used as transitional housing for homeless families and works with a local homeless provider to provide case management and wrap-around services to families residing in the city's properties. Midwest City is also home to an 11-bed emergency youth facility operated by Mid-Del Youth & Family and Leah's Hope provides additional transitional housing for seven households.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supp Be	_
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)			6		
Households with Only Adults					
Chronically Homeless Households					
Veterans				_	
Unaccompanied Youth	11				

Table 37 - Facilities and Housing Targeted to Homeless Households

Describe mainstream services, such as health, mental health, and employment services to the extent those services are use to complement services targeted to homeless persons

Case management is provided to transitional housing participants through the city's facilities and Leah's Hope. Counselors with Mid Del Youth and Family work with youth placed at the youth shelter. Midwest City will respond to homeless persons and persons at risk of homelessness through local resources, referrals to 211 and other service providers in the metropolitan area. The Midwest City Police Department has added a Crisis Intervention & Response Team that will aid patrol in identifying and responding to mental health calls for service. Case management will also provide needed follow up.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

See above.

MA-35 Special Needs Facilities and Services – 91.210(d) Introduction

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Midwest City does not have the number of services located within city limits as are available in Oklahoma City. Due to the close proximity to Oklahoma City, most who need specialized services will secure them through metropolitan area resources. The City of Midwest City much like other communities in the area has a growing senior citizen population. As the population grows older, elderly are in need of access to facilities, and programs that are affordable. Many are on a fixed income which will impact their ability to afford decent housing. In some cases, the need is for in-home care or residential facilities that are not affordable. Currently, there are approximately 400 units in elderly and senior independent living facilities, which maintain waiting lists. In addition, three facilities in the community provide elderly assisted living with dementia and Alzheimer's specialties.

Service providers in Midwest City include, Midwest Regional Hospital, Embark Plus, specialized door to door para-transit transportation, Uber/Lyft services, senior services at the Midwest City Senior Center, health and fitness programs at Rose State College, Tinker YMCA, and numerous medical/rehabilitation/pharmacy facilities. Midwest City's housing rehabilitation programs provide resources for seniors aging in place to address emergency repairs and accessibility modifications to their homes. Other resources are available through Habitat for Humanity, Rebuilding Together and local volunteer groups.

Mid-Del Group Homes provides four homes for developmentally disabled adults. The group homes offer a family-style of living for those individuals who cannot live independently. All residents participate in a training program designed to identify their least restrictive environment. There is a consistent need for supportive housing and services for this segment of the population. Mid-Del Group Homes currently has an admission waiting list for both male and female residents. Midwest City will continue to support the development of housing and special programs to assist the developmentally disabled. Midwest City supports the need for rental assistance for the developmentally disabled.

Midwest City does not have supportive housing for the physically handicapped, however, there are a handful of private residential care group homes for persons recovering from alcohol or other drug addictions, for persons diagnosed with HIV/AIDS, or for persons returning from mental and physical health institutions, that operate almost anonymously in residential neighborhoods. There is a consistent need for supportive housing, rental assistance, and support services for these segments of the population. Statewide there is a lack of appropriate housing and insufficient quantity of housing. There are limited opportunities for transitional living beds and residential care homes. Those ready for a less

restrictive environment lack resources to live independently. Rental assistance through the Section 8 program would allow clients the greatest choice in location of decent housing. Midwest City will support the development of housing and social services programs to assist populations with special needs.

A newly formed organization in the community working with the special need population is the FireLink Midwest City Foundation, a 501 c3, was created by the Midwest City Fire Department personnel and community leaders. Their mission is to fund community risk reduction and safety education programs, to improve the safety and quality of life for residents and first responders. FireLink will receive referrals based on repeat calls for service. They will receive notice for anyone who's called 911 three times in the past month. A member of the group will contact the individual about visiting their home to assess any needs that could be met by local service providers.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

Residents with special needs that are unable to be addressed in Midwest City are fortunate to be able to utilize services available from agencies in the greater metropolitan area due to Midwest City's close proximity. Midwest City has no programs for ensuring that persons returning to the community from mental and physical health institutions receive supportive services.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The City of Midwest City will continue to offer its owner-occupied housing rehabilitation programs to assist elderly, frail elderly, and persons with disabilities to remove physical barriers to housing. The City will continually look for new opportunities to assist with addressing housing and supportive service needs with CDBG funding and by forming new and expanded partnerships with those agencies providing support. The City will also focus on public facility improvements to remove accessibility barriers in public areas around the community.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

The City of Midwest City will continue to offer its owner-occupied housing rehabilitation programs to assist elderly, frail elderly, and persons with disabilities to remove barriers to housing. The City will continually look for new opportunities to assist with addressing housing and supportive service needs with CDBG funding and by forming new and expanded partnerships with those agencies providing support. The City will also focus on public facility improvements to remove accessibility barriers in public areas around the community

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

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

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

Economic Development Market Analysis

Business Activity

Business by Sector	Number of	Number of	Share of	Share of Jobs	Jobs less
	Workers	Jobs	Workers	%	workers
			%		%
Agriculture, Mining, Oil & Gas Extraction	478	79	2	1	-2
Arts, Entertainment, Accommodations	3,291	2,977	16	21	5
Construction	1,008	413	5	3	-2
Education and Health Care Services	3,695	2,648	18	19	1
Finance, Insurance, and Real Estate	1,209	939	6	7	1
Information	291	60	1	0	-1
Manufacturing	1,237	615	6	4	-2
Other Services	577	376	3	3	0
Professional, Scientific, Management Services	1,561	817	8	6	-2
Public Administration	0	0	0	0	0
Retail Trade	2,991	3,771	15	27	12
Transportation and Warehousing	796	209	4	1	-2
Wholesale Trade	942	167	5	1	-3
Total	18,076	13,071			

Table 38 - Business Activity

Data Source: 2016-2020 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	27,942	
Civilian Employed Population 16 years and	26,106	
over		
Unemployment Rate	6.6%	
Unemployment Rate Unemployment Rate for Ages 16-24	6.6% 16.7%	

Table 39 - Labor Force

Data Source: 2016-2020 ACS

Occupations by Sector	Number of People
Management, business and financial	5,365
Farming, fisheries and forestry occupations	1,160
Service	3,185
Sales and office	6,710
Construction, extraction, maintenance and repair	2,290
Production, transportation and material moving	1,825

Table 40 – Occupations by Sector

Data Source: 2016-2020 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	18,046	72%
30-59 Minutes	6,558	26%
60 or More Minutes	582	2%
Total	25,186	100%

Table 41 - Travel Time

Data Source: 2016-2020 ACS

Education:

Educational Attainment by Employment Status (Population 25 to 64)

Educational Attainment	In Labo		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	1137	313	748
High school graduate (includes equivalency)	6031	361	2333
Some college or Associate's degree	7870	386	2391
Bachelor's degree or higher	5679	124	874

Table 42 - Educational Attainment by Employment Status

Data Source: 2016-2020 ACS

Educational Attainment by Age

	Age				
	18-24 yrs	25-34 yrs	35-44 yrs	45-65 yrs	65+ yrs
Less than 9th grade	90	155	125	200	300
9th to 12th grade, no diploma	440	650	250	815	550
High school graduate, GED, or alternative	2380	2390	2045	4390	2840
Some college, no degree	1625	2450	1990	3485	2950
Associate's degree	260	875	780	1280	965
Bachelor's degree	335	1860	1140	2090	1430
Graduate or professional degree	14	365	540	840	740

Table 43 - Educational Attainment by Age

Data Source: 2016-2020 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months		
Less than high school graduate	21,639		
High school graduate (includes equivalency)	31,519		
Some college or Associate's degree	31,318		
Bachelor's degree	45,787		
Graduate or professional degree	49,884		

Table 44 - Median Earnings in the Past 12 Months

Data Source: 2016-2020 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Education and Healthcare Services are the largest employment sector in Midwest City, making up 18% of the labor workforce. Arts, Entertainment and Accommodations follows at 17% and Retail Trade at 16%. Table 14 – Business Activities, defined the sectors, number of workers, and number of jobs available in the Midwest City community. The last column in the table, Jobs Less Workers, reflects whether there is an oversupply or undersupply of labor. Retail Trade was the only sector featuring an undersupply of labor or more jobs than workers. The remaining sectors are all indicated to have an oversupply of labor meaning more workers than jobs available.

Describe the workforce and infrastructure needs of the business community:

Midwest City is part of the Oklahoma City Metropolitan Area and a worker can commute to any part of the metro area within 30 minutes. This access opens up workforce and job opportunities of a much larger area to residents of Midwest City and others in the metro area. Midwest City is the support community to Tinker Air Force Base, immediately to the south and is home to many related aerospace companies that partner with Tinker. There is a large medical and medical support community due to SSM Saint Anthony Hospital - Midwest and the proximity of the SSM Healthplex East. Midwest City is also home to Rose State College, a 2-year community college.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

Two major industrial developments in the Soldier Creek Industrial Park and on N.E. 36th Street promise higher paying jobs in a disadvantaged area of the city. The new headquarters of American Glass, Inc., located in the Soldier Creek Industrial Park and Centrillium Proteins on N.E. 36th will provide approximately 170 new jobs in the community. Midwest City is home to some of the "who's who" of the aerospace and defense industry due to our proximity to Tinker Air Force Base, along with the headquarters home of largest martial arts supplier in the world, Century Martial Arts.

Midwest City is still in the process of completely developing the 164-acre Soldier Creek Industrial Park, located on N.E. 23rd Street, east of Air Depot Blvd. It is anticipated that job and business growth opportunities will work to expand the city's economic base with the completion and occupancy of the park. The Sooner Rose retail area has continued to expand and new retail development along I-40 in Midwest City promises job growth opportunities. Rose State College continues to expand its program offerings and options for 4-year degrees. The re-development and expansion of the hospital district will encourage business related medical development and the Heritage Park Mall Urban Redevelopment inspires future planning for the economic development of the dilapidated mall area.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The largest group of Midwest City residents in the workforce have some college or an Associate's degree (38%), followed by high school graduates (32%), those with a Bachelor degree or higher at (21%) and those without a high school or equivalent diploma (8%).

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Graduates of local high schools in the Eastern Oklahoma County area are able to participate in the Ticket to Rose Program, which provides free tuition for the first two years at Rose State College in Midwest City. Mid-Del Vo Tech and Rose State College coordinate many of their programs and degree tracks to accommodate the local aerospace industry, Tinker Air Force Base and local health care facility needs.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

Discussion

Yes. Due to limited Community Development Block Grant funding, it is unlikely that any economic development initiatives will be planned during the next five years.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

No specific areas containing households with multiple housing problems have been identified.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

The distribution of Midwest City's population was evaluated by census tract, the only racial group other than the White population with a population concentration exceeding 50% was the Black population with a concentration in CT 1080.03 at 52% and CT 1080.11 at 60%. It is unknown if any racial or ethnic group with disproportionately greater needs are located in any specific neighborhoods in Midwest City.

What are the characteristics of the market in these areas/neighborhoods?

CT 1080.03 is primarily rural and much is located in the floodplain. Six large apartment complexes are located in the area, which extends across two public school districts. CT 1080.11 is primarily residential in nature. Both areas have struggled to maintain a consistent business presence along the arterials.

Are there any community assets in these areas/neighborhoods?

Community assets in CT 1080.03 include Crutcho School, the new Soldier Creek Industrial Park and a newly constructed 7-Eleven. The SCIP Recreational Trail was constructed in 2016 along Soldier and Crutcho Creeks on the south side of N.E. 23rd Street containing over 3 miles of natural trail for bikers and pedestrians. Phase II expanded the trail system on the North side of N.E. 23rd Street. The SCIP Industrial Park is the new home headquarters of American Glass Inc. and Centrillium Proteins is constructing a new facility at 7210 NE 36th Street. A new master planned park (Mid America Park) is also under construction at N.E. 10th Street and Midwest Blvd., funded by a publically approved GO bond. CT 1080.11 includes Willowbrook Elementary School, Cottage Park Senior Housing, and ESA Park. The area has benefited marginally by new and improved commercial development at the corner of Douglas Blvd and N.E. 23rd Street.

Are there other strategic opportunities in any of these areas?

CT 1080.03 should continue to benefit from the draw of the SCIP Recreational Trails and the newly constructed Mid America Park with its new entrance, inclusive play areas and competitive disc golf course. It should attract not only recreational users but new complimentary business in the vicinity of the park area. Continued development in the Soldier Creek Industrial Park and NE 23rd Street improvements will also add to the area. In addition, CT 1080.11 should see improvements due to business interests also along N.E. 23rd Street.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

100% of Midwest City proper has physical access to at least 2 to 4 fixed residential broadband providers (ADSL, Cable, Fiber, Fixed Wireless, Satellite, Other) at speed of 25/3 Mbps or greater, according to the Federal Communications Commission (FCC). For those households that do struggle for broadband access, the Midwest City library offers free internet access.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Hazard Mitigation is an essential element of emergency management along with preparedness, response and recovery. The Midwest City Emergency Operations Center works closely with management and elected officials to coordinate a comprehensive emergency management program. The City of Midwest City is a partner in the Oklahoma County Hazard Mitigation Plan. The Hazard Mitigation Plan identifies risks and ways to minimize damage by natural and manmade disasters. The document outlines threats of natural hazards and their proximity to the region. Flooding incidents during heavy or extended rain along the natural drainage areas of Soldier Creek and Crutcho Creek present an ongoing natural hazard risk for the city, along with seasonal tornadoes, wind, and ice storms. Midwest City also participates in the National Flood Insurance Program (NFIP), allowing property owners to purchase federally sponsored flood insurance.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Low- and moderate-income households may be of increased vulnerability during events, due to their financial status and the possible inability to prepare for or deal with the after effects of an incident.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

This section contains the Strategic Plan for Housing and Community Development that will guide the City of Midwest City's allocation of Community Development Block Grant funding during the 2025-2029 planning period. The City of Midwest City goals for the 2025-2029 period focus on a number of identified priority needs and have targeted available resources toward several specific goals that are designed to address high priority needs. Needs include affordable housing, public facilities/infrastructure, public services, slum/blight activities, economic development and administration. These goals primarily focus on assisting low- and moderate-income residents maintain and improve their quality of life in the City of Midwest City. To this end, the City of Midwest City will continue to build on successful projects and programs that meet the needs of low- and moderate-income residents with the limited resources available. The city will continue to seek out complimentary grant programs and leverage funding whenever possible. Projects selected for funding in the five-year period will be managed as efficiently as possible in order to address priority needs that exist in the City of Midwest City.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 45 - Geographic Priority Areas

Area Name:	Citywide
Area Type:	Midwest City Limits
Other Target Area Description:	Midwest City Limits
HUD Approval Date:	
% of Low/ Mod:	
Revital Type:	
Other Revital Description:	
Identify the neighborhood boundaries for this target area.	
Include specific housing and commercial characteristics of this target area.	
How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
Identify the needs in this target area.	
What are the opportunities for improvement in this target area?	
Are there barriers to improvement in this target area?	

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

The City of Midwest City will target CDBG resources to address high priority needs city wide and in lowand moderate-income areas as defined by census data and HUD LMISD.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

1	Priority Need Name	Affordable Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Families with Children Elderly Frail Elderly Persons with Mental Disabilities Persons with Developmental Disabilities
	Geographic Areas Affected	Midwest City Limits
	Associated Goals	Preservation of safe, decent, affordable housing Increasing the supply of affordable housing
	Description	Preserving Midwest City's affordable housing stock and associated neighborhoods through housing rehabilitation programs, purchase/rehabilitation/infill opportunities, homebuyer assistance, and encouraging special needs and senior housing.
	Basis for Relative Priority	Priority is based on staff consultations, community survey results, committee meetings, public input, existing demand for assistance and the analysis of housing data.
2	Priority Need Name	Public Facilities / Infrastructure / Improvements
	Priority Level	High

	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Families with Children Elderly
		Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Non-housing Community Development
	Geographic Areas Affected	Midwest City Limits
	Associated Goals	Facilities, infrastructure, improvements needed
	Description	Acquisition, rehabilitation, replacement, upgrade or repair of public facilities, infrastructure or public spaces in low to moderate income areas or that serve low to moderate income clientele, to include new construction of facilities or structures that revitalize areas, enhance neighborhoods, encourage healthy habits, improve public services, provide accessibility, improve the quality of life of residents and provide for the common good.
	Basis for Relative Priority	Acquisition, rehabilitation, replacement, upgrade or repair of public facilities, infrastructure or public spaces in low to moderate income areas or that serve low to moderate income clientele, to include new construction of facilities or structures that revitalize areas, enhance neighborhoods, encourage healthy habits, improve public services, improve parks, provide accessibility, improve the quality of life of residents and provide for the common good.
3	Priority Need Name	Public Services
	Priority Level	High

	Damidatti	Fortuna about account					
	Population	Extremely Low					
		Low Moderate					
		Large Families Families with Children					
		Elderly					
		Individuals					
	Families with Children						
	Victims of Domestic Violence						
		Unaccompanied Youth Elderly					
		Frail Elderly					
		Persons with Mental Disabilities					
		Persons with Physical Disabilities					
		Persons with Developmental Disabilities					
		Victims of Domestic Violence					
		Non-housing Community Development					
		· · ·					
	Geographic	Midwest City Limits					
	Areas						
	Affected						
	Associated	Provide public assistance and services					
	Goals						
	Description	Services to the elderly, handicapped, at-risk youth, at-risk homeless, special					
		populations etc., to include: job training, public transportation, senior					
		transportation, social and case management services, emergency utility					
		assistance, day facilities, tenant-based rental assistance, meal/food programs,					
		income tax assistance, life skill programs, neighborhood programs, emergency					
		services, homeless services, after-school care and programming, crime					
		awareness, mentoring youth, tutoring students.					
	Basis for	The need for public services is based on community surveys, needs assessments,					
	Relative	and responses to request for proposals					
	Priority						
4	Priority Need	Slum / Blight Activities					
	Name	Sidili / Dilbit Activities					
	Priority Level	Low					
	Population	Non-housing Community Development					

	Geographic Areas Affected	
	Associated Goals	Reduce slum and blighted buildings
	Description	Acquisition, rehabilitation and/or clearance of blighted and/or dilapidated structures on a spot basis
	Basis for Relative Priority	The slum/blight program need is based on the condition of properties on a spot basis. The properties are determined dilapidated, uninhabitable, and a danger to the surrounding community. While the need is warranted, the city's ability to expend funds timely for this program has changed this priority to low.
5	Priority Need Name	Economic Development
	Priority Level	Low
	Population	Extremely Low Low Moderate Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	Increase economic opportunities
	Description	Encouraging economic development activities within Midwest City, to include job creation, job training, life skill enhancement, higher education, and Ticket to Rose Program.
	Basis for Relative Priority	While a priority need, economic development activities are expensive with no substantial increase in funding anticipated to provide programs.
6	Priority Need Name	Administration
	Priority Level	High
	Population	Other
	Geographic Areas Affected	

Associated Goals	Planning and Administration
Description	Administration, planning and oversight of CDBG program and activities. Implementation of the consolidated plan requires certain administrative and planning activities including the development of plans, environmental review of projects, contract monitoring, fair housing and other activities required by HUD regulation.
Basis for Relative Priority	The City of Midwest City staff will place emphasis on the successful implementation of the CDBG program to ensure continued receipt of the funding.

Narrative (Optional)

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable	Market Characteristics that will influence
Housing Type	the use of funds available for housing type
Tenant Based	This Consolidated Plan includes funding recommendations for Tenant Based
Rental Assistance	Rental Assistance, however Midwest City receives only CDBG funding. It is
(TBRA)	anticipated that funding will be pursued through the state level to assist the
	Transitional Housing Program.
TBRA for Non-	This Consolidated Plan does not include funding recommendations for non-
Homeless Special	homeless special needs. Midwest City receives only CDBG funding.
Needs	
New Unit	This Consolidated Plan does not include funding recommendations for new unit
Production	production. Midwest City receives only CDBG funding.
Rehabilitation	A priority need under affordable housing is rehabilitation of existing low- and
	moderate-income owner and rental housing stock. Providing housing
	rehabilitation programs allows residents, such as the elderly, to maintain their
	homes in good condition so they can live independently longer, thus avoiding
	more costly, institutional residential settings.
Acquisition,	Acquisition is addressed under slum/blight priority need, however due to limited
including	CDBG resources; it is unlikely that this activity will be pursued during this
preservation	consolidated plan.

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of	f Uses of Funds	Expected Amount Available Year 1				Expected	Narrative Description
	Funds		Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	Amount Available Remainder of ConPlan \$	
CDBG	public -	Acquisition						Midwest City plans to receive CDBG
	federal	Admin and						funds at or below its current grant
		Planning						amount during the next five years.
		Economic						
		Development						
		Housing						
		Public						
		Improvements						
		Public Services	400,000	0			1,600,000	

Table 49 - Anticipated Resources

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

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

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

Midwest City supports (2) head start facilities, a Neighborhoods in Action Center, Senior Center, Neighborhood Services Center, Community Center and (3) transitional housing properties.

Discussion

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
MIDWEST CITY	Government	Economic	Jurisdiction
		Development	
		Homelessness	
		Non-homeless special	
		needs	
		Ownership	
		Planning	
		neighborhood	
		improvements	
		public facilities	
		public services	

Table 46 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The Grants Management Department of the City of Midwest City is responsible for implementing the city's consolidated plan and strategy for priority housing and non-housing community development needs. The department manages and delivers all housing and community development activities funded with CDBG funds. Annual plans are subject to citizen input and reviewed by the Citizens' Advisory Committee on Housing and Community Development prior to recommendation to the Midwest City Council. The only identified gap in the delivery system is the consistent reduction of funding and resulting reduction in activities and services.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV			
	Homelessness Prevent	ion Services				
Counseling/Advocacy	X					
Legal Assistance	Х					
Mortgage Assistance	Х					
Rental Assistance	X					
Utilities Assistance	Х					
Street Outreach Services						
Law Enforcement	X					
Mobile Clinics						

Street Outreach Services						
Other Street Outreach Services	Х	X				
·	Supportive Se	ervices				
Alcohol & Drug Abuse	Χ					
Child Care	Χ					
Education	Х					
Employment and Employment						
Training	Χ					
Healthcare	Х					
HIV/AIDS	Х					
Life Skills	Х					
Mental Health Counseling	Х					
Transportation	Х					
Other						

Table 47 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

Services are available in the metropolitan area to meet the needs of homeless individuals and families when they are referred to providers who offer the services. The 211-telephone referral system is very effective in putting those in need in touch with the needed service and provider. However, those services are primarily in Oklahoma City.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

While immediate emergency services and shelter are available in Oklahoma City to meet the needs of those experiencing homelessness, Midwest City focuses on assistance prior to becoming homeless and transitioning out of homelessness. The Primary Systems Home Repair Program and transportation assistance are available locally as prevention measures. The City of Midwest City supports (3) units of transitional housing for the homeless in conjunction with supportive services from a homeless provider.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

Services and programs that help to meet these and other needs are also provided by many local agencies. Gaps in providing programs or services that meet the priority needs are limited by funding available, however, will be evaluated on an annual basis.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort	Goal Name	Start	End	Category	Geographic	Needs Addressed	Funding	Goal Outcome Indicator
Order		Year	Year		Area			
1	Preservation of safe,	2025	2029	Affordable Housing	Citywide	Affordable Housing	CDBG: \$	Homeowner Housing
	decent, affordable							Rehabilitated:
	housing							80 Household Housing Units
2	Increasing the supply	2025	2029	Affordable Housing	Citywide	Affordable Housing	CDBG: \$	Other: 50
	of affordable housing							Other
3	Facilities,	2025	2029	Non-Housing	Citywide	Public Facilities /	CDBG: \$	Other: 5
	infrastructure,			Community		Infrastructure /		Other
	improvements needed			Development		Improvements		
4	Provide public	2025	2029	Homeless	Citywide	Public Services	CDBG: \$	Public service activities other
	assistance and services			Non-Homeless				than Low/Moderate Income
				Special Needs				Housing Benefit: 4,605
				Non-Housing				Persons Assisted
				Community				
				Development				
5	Reduce slum and	2025	2029	Non-Housing	Citywide	Slum / Blight Activites		
	blighted buildings			Community				
				Development				
6	Increase economic	2025	2029	Non-Housing	Citywide	Economic		
	oppertunities			Community		Development		
				Development				
7	Planning and	2025	2029	Administration		Administration	CDBG: \$	
	Administration							

Table 48 – Goals Summary

Goal Descriptions

1	Goal Name	Preservation of safe, decent, affordable housing
	Goal Description	Preserving the supply of safe, decent and affordable housing through rehabilitation, primary system repairs, emergency improvements and accessibility modifications for low- and moderate-income homeowners.
2	Goal Name	Increasing the supply of affordable housing
	Goal Description	Increasing the supply of affordable housing through homebuyer assistance, purchase/rehab/infill opportunities, transitional housing for homeless families, TBRA, senior housing and special needs housing.
3	Goal Name	Facilities, infrastructure, improvements needed
	Goal Description	Address public facilities, infrastructure and improvement needs in low to moderate income areas or that serve low-and moderate-income clientele.
4 Goal Name Provide public assistance and services		Provide public assistance and services
	Goal Description	Meeting varied public service needs in the community such as senior social services, utility assistance, transportation assistance, after school care, fair housing, developmentally disabled support, at-risk youth programs, homeless assistance, TBRA, crime awareness, etc.
5	Goal Name Reduce slum and blighted buildings	
	Goal Description	Purchase, rehabilitate and/or clear blighted and/or dilapidated buildings.
6	Goal Name	Increase economic opportunities
	Goal Description	Increase economic opportunities through promotion of job training, vocational technical opportunities, higher ed mentoring, GED classes, Ticket to Rose, referrals to small business administration and Midwest City Chamber of Commerce.
7	Goal Name	Planning and Administration
	Goal Description	Provide funding to administer, plan activities and program successfully, to include fair housing services.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

Midwest City plans to assist approximately (80) extremely low, low and moderate households through housing rehabilitation programs during the next 5 years.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

Not applicable.

Activities to Increase Resident Involvements

Not applicable.

Is the public housing agency designated as troubled under 24 CFR part 902?

Not applicable.

Plan to remove the 'troubled' designation

Not applicable.

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

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

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

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

SP-60 Homelessness Strategy – 91.215(d)

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

Midwest City has historically only documented a handful of chronically homeless over the years, seeing our most pressing need to be assisting those at risk of homelessness in the community, however, in the past ten years, the city has seen an increase in transitory homeless persons. The Midwest City Police Department continues to monitor the homeless population with Community Action and Crisis Intervention & Response officers. Being in such close proximity to Oklahoma City shelters and social services, any immediate needs are satisfied through those entities. The 211-referral service refers to Oklahoma City providers, however, referrals often return to our community by way of transitional or permanent housing opportunities.

Addressing the emergency and transitional housing needs of homeless persons

Midwest City owns and operates (3) single family structures used as transitional housing for homeless families, with case management and wrap-around services provided to families by a local homeless provider. Transitional housing is also provided by Leah's Hope, Inc., a transitional program accommodating (7) households. Midwest City is also home to an 11-bed emergency youth facility operated by Mid-Del Youth & Family.

Daily and weekly bus passes are also distributed through the local hospital, the MWCPD Jail Diversion Program, Mid Del Youth & Family and the Neighborhoods in Action staff. Many local churches and organizations provide other needed services, such as meals, food, and clothing to the at-risk community.

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

The City of Midwest City is not a direct recipient of the Emergency Solutions Grant (ESG) which could assist with housing the homeless and provide services to prevent homelessness, re-house or otherwise permanently house the homeless. It is the intent of the city to improve its coordination with those entities in the community that may come in contact with those experiencing homelessness in order to improve the city's assessment of need and plan appropriately for needed resources and services.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving

assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

The City of Midwest City is not a direct recipient of the Emergency Solutions Grant (ESG) which could assist with housing the homeless and provide services to prevent homelessness, re-house or otherwise permanently house the homeless. It is the intent of the city to improve its coordination with those entities in the community that may come in contact with those experiencing homelessness in order to improve the city's assessment of need and plan appropriately for needed resources and services.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The City of Midwest City addresses lead based paint hazards in its housing rehabilitation programs as follows:

- 1) Applicants identify the age of the structure at the time of application. Homeowner receives lead-based paint information via "Protect Your Family From Lead In Your Home" and/or "The lead-Safe Certified Guide to Renovate Right".
- 2) If structure is built before 1978 and there is a potential to disturbing painted areas the proposed project area will be tested for lead based paint. The homeowner receives a copy of the test results.
- 3) Based on the testing results, contractors shall be notified the requirement of lead hazard reduction work and protective measures to be followed during construction.

How are the actions listed above related to the extent of lead poisoning and hazards?

For all structures constructed prior to 1978, work performed on areas that potentially contain lead-based paint shall be tested for lead based paint. If lead-based paint is positively identified and if expending \$5,000 or less, the disturbed surfaces shall be repaired and safe work practices will be incorporated into the project. By completing these actions, it may assist in reducing lead poisoning and hazards.

How are the actions listed above integrated into housing policies and procedures?

All information above is incorporated into existing housing rehabilitation activities and must be addressed in project files.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

There are many anti-poverty programs offered by local agencies in Midwest City and the Oklahoma City Metropolitan Area. To reduce the number of poverty-level families, Midwest City provides at least 70% of its CDBG activities benefiting the low to moderate income community. Public services are funded at the full allowable 15% of our annual grant amount. Midwest City attempts to help individuals and families rise above the poverty level, become self-sufficient, and eliminate barriers to success through services provided to the community and support for other entities who are dedicated to reducing poverty.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The City of Midwest City coordinates its CDBG programs and activities to utilize funding in the most efficient way to address the needs of low-to-modern income residents using the limited resources and funding available.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Midwest City, Grants Management Department, is responsible for ensuring that CDBG funds are used in accordance with all program requirements. In meeting this responsibility, the city's monitoring efforts will be directed toward program performance, financial performance, regulatory compliance, and long-term compliance. The city will endeavor to ensure long-term compliance with requirements of the programs involved, including minority business outreach and comprehensive planning requirements. CDBG projects are primarily managed in-house by existing staff and procured through the RFP or competitive bid process in compliance with local ordinances. All contracts contain provisions to ensure compliance with federal, state and local regulations and are overseen by staff for the duration of the contract. The Single Audit Act requirements also provide for a comprehensive audit and review of the Community Development Block Grant (CDBG) Program.

Expected Resources

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

Introduction

Anticipated Resources

Program	Source of	Uses of Funds	Expected Amount Available Year 1			ar 1	Expected	Narrative Description
	Funds		Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	Amount Available Remainder of ConPlan \$	
CDBG	public -	Acquisition						Midwest City plans to receive CDBG funds
	federal	Admin and						at or below its current grant amount
		Planning						during the next five years.
		Economic						
		Development						
		Housing						
		Public						
		Improvements						
		Public Services	412,315	0	18,188	430,503	1,600,000	

Table 49 - Expected Resources - Priority Table

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

Midwest City will make every attempt to secure funding to continue its successful Homebuyer Assistance Program available to low- and moderate-income homebuyers. HOME funds competitively available through the Oklahoma Housing Finance Agency (OHFA) have been the primary funding source in recent years. Local funds support Midwest City's Housing Rehabilitation Program and Transitional Housing Programs.

Matching funds needed for grant programs are typically addressed with local funds. The City of Midwest City maintains a large HOME Program banked match balance which will satisfy any program match requirements during this consolidated plan cycle.

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

Midwest City supports (1) head start facilities, a Neighborhoods in Action Center, Senior Center, Neighborhood Services Center, Community Center and (3) transitional housing properties.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort	Goal Name	Start	End	Category	Geographic	Needs Addressed	Funding	Goal Outcome Indicator
Order		Year	Year		Area			
1	Preservation of safe,	2025	2026	Affordable Housing	Citywide	Affordable	CDBG:	Homeowner Housing Rehabilitated:
	decent, affordable					Housing		16 Household Housing Unit
	housing							
2	Increasing the supply of	2025	2026	Affordable Housing	Citywide	Affordable	CDBG:	Other: 10
	affordable housing					Housing		Other
3	Provide public	2025	2026	Homeless	Citywide	Public Services	CDBG:	Public service activities other than
	assistance and services			Non-Homeless				Low/Moderate Income Housing
				Special Needs				Benefit: 921 Persons Assisted
				Non-Housing				
				Community				
				Development				
4	Planning and	2025	2026	Administration		Administration	CDBG:	N/A
	Administration							

Table 50 – Goals Summary

Goal Descriptions

1	Goal Name	Preservation of safe, decent, affordable housing
	Goal Description	
2	Goal Name	Facilities, infrastructure, improvements needed
	Goal Description	
3	Goal Name	Provide public assistance and services
	Goal Description	
4	Goal Name	Planning and Administration
	Goal Description	

Projects

AP-35 Projects - 91.220(d)

Introduction

Projects

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

Table 51 – Project Information

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

The allocation of funds is closely aligned with the housing and community development needs identified in the needs assessment, housing market analysis and contributed by staff, committee members and citizens who participated in the development of the Consolidated Plan. Funding is driven by activity eligibility through the CDBG Program. The primary obstacle to addressing underserved needs is lack of funds.

AP-38 Project Summary

Project Summary Information

1	Project Name	Primary Systems Home Repair
	Target Area	
	Goals Supported	Preservation of safe, decent, affordable housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$70,000
	Description	Assistance available to low income homeowners in need of primary systems repair, emergency improvements or accessibility modifications to their homes.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Estimated 14 low income homeowners will benefit.
	Location Description	Citywide
	Planned Activities	
2	Project Name	Housing Rehab Administration
	Target Area	
	Goals Supported	Preservation of safe, decent, affordable housing
	Needs Addressed	Affordable Housing Administration
	Funding	CDBG: \$140,211
	Description	Payroll, administrative, and fleet expenses for the Housing Rehabilitation Specialist
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	

	T	
	Location Description	(3) low to moderate income households will benefit from the Housing Rehabilitation Loan Program in addition to the (14) estimated Primary Systems Home Repair Program beneficiaries mentioned in Activity No. 1
	Planned Activities	
3	Project Name	Housing Services HOME Program
	Target Area	
	Goals Supported	Increasing Supply of affordable housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$2,000
	Description	Property Maintenance Code Inspections supporting HOME Homebuyer Assistance Program
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	(10) low to moderate income households (first time homebuyers) will benefit from the Homebuyer Assistance Program.
	Location Description	Citywide
	Planned Activities	
4	Project Name	Senior Services
	Target Area	
	Goals Supported	Provide public assistance and services
	Needs Addressed	Public Services
	Funding	CDBG: \$14,000
	Description	Daily senior public services and activities to include: coordinator, supplies, food, activity and transportation expenses.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	145 low income seniors and disabled citizens
	Location Description	Autumn House , low income congregate living facility located at 500 Adair Blvd. Midwest City, OK

	Planned Activities	Social Services and activities that will meet the needs of the
	Trainica Activities	senior and disabled residents.
5	Project Name	At Risk Youth Services
	Target Area	
	Goals Supported	Provide public assistance and services
	Needs Addressed	Public Services
	Funding	CDBG: \$11,500
	Description	Public services provided to at risk youth in community to include counseling, case management, classes, programs, etc.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 250 at risk low income youth and their families will benefit from the services provided.
	Location Description	Services will take place primarily at Mid-Del Youth and Family Services located at 8121 National Ave. Midwest City, OK 73110. Additional services may be provided at local schools.
	Planned Activities	Activities provided include counseling, classes, outreach, and case management.
6	Project Name	Before / After School Care Scholarships
	Target Area	
	Goals Supported	Provide public assistance and services
	Needs Addressed	Public Services
	Funding	CDBG: \$9,000
	Description	Scholarships provided to low and moderate income families for children to attend before/after school programs.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	This funding will provide approximately 6 low to moderate income families with partial scholarships for before/after school child care
	Location Description	The program takes place at several local elementary schools throughout Midwest City.
	Planned Activities	Before/After school child care scholarships.

7	Project Name	EMBARK Senior Transportation Services
	Target Area	
	Goals Supported	Provide public assistance and services
	Needs Addressed	Public Services
	Funding	CDBG: \$5,000
	Description	Senior transportation services provided to seniors for medical appointments, meal site, shopping etc. in partnership with the Central Oklahoma Transportation and Parking Authority (COTPA).
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 450 senior/disabled Midwest City residents in need of transportation assistance for medical appointments, meal site, shopping, etc.
	Location Description	Residents within ¾ mile of Route 15 Bus Route can participate
	Planned Activities	Senior/Disabled transportation
8	Project Name	Homeless Services
	Target Area	
	Goals Supported	Provide public assistance and services
	Needs Addressed	Public Services
	Funding	CDBG: \$9,000
	Description	Rent and utilities to support Transitional Annex for homeless services.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	40 Persons – LMC Homeless
	Location Description	Transitional Annex located at 806 W. Curtis Drive, MWC, OK 73110
	Planned Activities	Provide facility support serving homeless families with needed services and case management.
9	Project Name	Fair Housing Services
	Target Area	

	Cools Supramed	Due, iida muhlia assistanas and samiisas				
	Goals Supported	Provide public assistance and services				
	Needs Addressed	Public Services				
	Funding	CDBG: \$8,000				
	Description	Fair Housing advocacy, enforcement, legal services and outreach				
	Target Date	6/30/2026				
	Estimate the number and type of families that will benefit from the proposed activities	30 LM Individuals				
	Location Description	City-Wide				
	Planned Activities	Fair housing services to the public – information, referrals, testing, classes.				
10	Project Name	Park Improvements				
	Target Area					
	Goals Supported	Facilities, infrastructure, improvements needed				
	Needs Addressed	Public Facilities / Infrastructure / Improvements				
	Funding	CDBG: \$50,000				
	Description	Pedestrian benches, trash cans, signage, etc.				
	Target Date	6/30/2026				
	Estimate the number and type of families that will benefit from the proposed activities					
	Location Description	Regional Park				
	Planned Activities	Improvements may include: outside fitness court, benches, trash cans, signage, etc.				
11	Project Name	Administration				
	Target Area					
	Goals Supported	Planning and Administration				
	Needs Addressed	Administration				
	Funding	CDBG: \$79,465				

	Description	CDBG program administration expenses, including payroll, office supplies, publications, wages, equipment, travel, training.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
12	Project Name	Unprogrammed funds
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$32,327
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	

AP-50 Geographic Distribution - 91.220(f)

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

Geographic Distribution

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

Target Area	Percentage of Funds
Citywide	

Table 52 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Midwest City does not allocate CDBG investment geographically or in targeted areas.

Discussion

Affordable Housing

AP-55 Affordable Housing - 91.220(g)

Introduction

One Year Goals for the Number of	Households to be Supported
Homeless	
Non-Homeless	26
Special-Needs	
Total	26

Table 53 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Hou	seholds Supported Through
Rental Assistance	
The Production of New Units	
Rehab of Existing Units	16
Acquisition of Existing Units	10
Total	26

Table 54 - One Year Goals for Affordable Housing by Support Type **Discussion**

Affordable housing goals may be met by Midwest City's Housing Rehabilitation Loan Program, Primary Systems Home Repair Program, and the HOME funded programs.

AP-60 Public Housing – 91.220(h)

Introduction

Midwest City does not have a public housing authority.

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

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

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

Discussion

Not applicable.

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

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

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

Midwest City has historically only documented a handful of chronically homeless over the years, seeing our most pressing need to be assisting those at risk of homelessness in the community, however, in the past ten years, the city has seen an increase in transitory homeless persons. The Midwest City Police Department continues to monitor the homeless population with Community Action and Crisis Intervention & Response officers. Being in such close proximity to Oklahoma City shelters and social services, any immediate needs are satisfied through those entities. The 211-referral service refers to Oklahoma City providers, however, referrals often return to our community by way of transitional or permanent housing opportunities.

Addressing the emergency shelter and transitional housing needs of homeless persons

Midwest City owns and operates (3) single family structures used as transitional housing for homeless families, with case management and wrap-around services provided to families by a local homeless provider. Transitional housing is also provided by Leah's Hope, Inc., a transitional program accommodating (7) households. Midwest City is also home to an 11-bed emergency youth facility operated by Mid-Del Youth & Family.

Daily and weekly bus passes are also distributed through the local hospital, the MWCPD Jail Diversion Program, Mid Del Youth & Family and the Neighborhoods in Action staff. Many local churches and organizations provide other needed services, such as meals, food, and clothing to the at-risk community.

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

The City of Midwest City is not a direct recipient of the Emergency Solutions Grant (ESG) which could assist with housing the homeless and provide services to prevent homelessness, re-house or otherwise permanently house the homeless. It is the intent of the city to improve its coordination with those entities in the community that may come in contact with those experiencing homelessness in order to

improve the city's assessment of need and plan appropriately for needed resources and services.

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

The City of Midwest City is not a direct recipient of the Emergency Solutions Grant (ESG) which could assist with housing the homeless and provide services to prevent homelessness, re-house or otherwise permanently house the homeless. It is the intent of the city to improve its coordination with those entities in the community that may come in contact with those experiencing homelessness in order to improve the city's assessment of need and plan appropriately for needed resources and services.

Discussion

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

Introduction:

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

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

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

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

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

A newly formed organization in the community working with the special need population is the FireLink Midwest City Foundation, a 501 c3, was created by the Midwest City Fire Department personnel and community leaders. Their mission is to fund community risk reduction and safety education programs, to improve the safety and quality of life for residents and first responders. FireLink will receive referrals based on repeat calls for service. They will receive notice for anyone who's called 911 three times in the past month. A member of the group will contact the individual about visiting their home to assess any needs that could be met by local service providers.

Actions planned to foster and maintain affordable housing

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

Actions planned to reduce lead-based paint hazards

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

Actions planned to reduce the number of poverty-level families

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

Actions planned to develop institutional structure

There are no plans to develop additional institutional structure.

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

Midwest City will attempt to coordinate and provide information to private housing and social service

agencies regarding rental assistance available through the Oklahoma Housing Finance Agency (OHFA). **Discussion:**

Program Specific Requirements

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

Introduction:

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

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

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

Other CDBG Requirements

0

1.	Τŀ	he amount of	urgent need	activities	

Comments

Citizen Participation Plan

Appendix - Alternate/Local Data Sources

CITY OF MIDWEST CITY

CITIZEN PARTICIPATION IN COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS (Part of the Consolidated Plan and Strategy 2025-2029)

The Department of Housing and Urban Development (HUD) requires citizen participation in the Consolidated Submission for Community Planning and Development Programs – Final Rule, 24 CFR Part 91, Subpart B. The rule combines into a single consolidated submission the planning and application aspects of the Community Development Block Grant (CDBG), Emergency Shelter Grant (ESG), HOME Investment Partnerships (HOME), and Housing Opportunities for Persons with AIDS (HOPWA) formula programs. The consolidated submission replaces the Comprehensive Housing Affordability Strategy (CHAS), the HOME program description, the Community Development Plan and CDBG final statement, and the ESG and HOPWA applications. The rule also consolidates the reporting requirements for these programs, replacing the general performance reports with one performance report.

The City of Midwest City is a formula entitlement recipient of Community Development Block Grant (CDBG) funds only. With respect to the consolidated planning process, the City of Midwest City solicits and encourages comment on all housing and community development needs within the community. The following plan provides for and encourages citizens to participate in the development of the Consolidated Plan, Annual Action Plan, any substantial amendments to the consolidated plan/annual action plan, and the Consolidated Annual Performance and Evaluation Report (CAPER). In compliance with the above, the following represents the City of Midwest City's Citizen Participation Plan.

The Community Development Block Grant (CDBG) Program was established through the Housing and Community Development Act of 1974, as amended, to assist in the development of viable urban communities, including decent housing, a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. In order to qualify for CDBG funding, a proposed activity or program must meet one of the three national objectives of the program: benefiting low- and moderate-income persons, aiding in the prevention of slums or blight, or meeting other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Citizen participation in all stages of the consolidated planning process is essential in developing and maintaining a program that reflects the needs of the citizens, with particular emphasis on persons of low and moderate income. Participation is encouraged by local businesses, local and regional institutions, non-profit organizations, community-based and faith-based organizations, public and private

organizations, broadband internet service providers, floodplain management officials, emergency management officials, and other interested parties. In an effort to provide for and encourage the facilitation of communication, the dissemination of information, and citizen participation in the consolidated planning process to all its citizens, including minorities, non-English speaking persons, mobility-, visually-, and hearing-impaired persons, the city sets forth the following:

- 1. Citizens' Advisory Committee on Housing and Community This committee acts as an advisory body to the Midwest City Development. Council on matters concerning housing and community development related grant programs. The committee consists of appointees by councilpersons representing all six (6) wards and one (1) mayoral appointee. Every effort will be made to provide committee representation of low- and moderate-income persons, particularly those living in areas where CDBG funds are proposed to be used or have been used, by residents of predominantly low- and moderate-income neighborhoods, minorities, non-English speaking persons, and persons with disabilities. The committee meets on call, generally on Monday evenings, at 6:30 p.m. in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma. Agendas of the meetings are posted in the lobby of city hall at least 24 hours in advance of the meetings. All meetings of the Citizens' Advisory Committee are public meetings and interested individuals are encouraged to attend. During the year, the committee shall review proposed housing and community development projects and activities to be funded with grant funds, funding allocations, the current program progress and performance, and shall seek to identify the community development and housing needs of Midwest City. Grant applications, that due to time constraints do not allow for prior review by the Citizens' Advisory Committee, will be reviewed directly by the Midwest City Council.
- 2. **Public Hearings**. A minimum of two (2) public hearings will be held, at different stages during the program year, for the purpose of obtaining the views of citizens, public agencies, and other interested parties and to respond to proposals and comments at all stages of the consolidated submission process by: 1) identifying housing and community development needs; 2) reviewing proposed uses of funds; and 3) reviewing program performance. At least 10 days prior to the hearings, notice of the public hearings will be published in a local newspaper, such as but not exclusively, the Midwest City Beacon, the Oklahoman or the Journal Record. Special efforts will be made to reach low- and moderate-income persons and other interested parties through advertisements in local newspapers, city newsletters, city web site, social media, flyers at public places, and direct notice to organizations and agencies serving the low- and moderate-income community.

The hearings are open to the public and are held early in the evenings. The hearings during a Citizens' Advisory Committee meeting and/or a Midwest City Council meeting are held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma. The Council Chambers provides a convenient meeting facility due to its community familiarity, central location, and handicapped

accommodations. It has been determined that there are not significant numbers of non-English speaking residents expected to participate in the hearings, and no special arrangements will be made unless otherwise requested one (1) week in advance of a hearing by contacting the Grants Management Department at 405-739-1216 or grantsmgmt@midwestcityok.org.

In preparing the proposed consolidated plan/action plan(s), the city will consider any comments or views of citizens. A summary of these comments and a summary of any comments or views not accepted and the reasons thereof shall be attached to the final consolidated plan/action plan(s).

3. **Public Information Methods**. It shall be the policy of the City of Midwest City to provide full public access to program information. Upon request, the city will provide reasonable accommodation to provide materials in a form accessible to persons with disabilities. Program information, prior year and current year Community Development Block Grant (CDBG) funding, proposed and final consolidated plan/action plan and amendments, performance reports, and the Citizen Participation Plan will be made available during normal business hours at the Grants Management Office, City Hall, 100 North Midwest Boulevard, Midwest City, Oklahoma.

In addition, proposed and final consolidated plan/action plan and amendments will be available during normal business hours at the following locations:

Midwest City Library, 8143 East Reno Avenue, Midwest City, Oklahoma Midwest City Senior Center, 8251 East Reno Avenue, Midwest City, Oklahoma Neighborhood Services Office, 8726 S.E. 15th St., Midwest City, Oklahoma Neighborhoods in Action Office, 1124 N. Douglas Blvd., Midwest City, Oklahoma

Other documents relevant to the City of Midwest City's housing and community development programs shall also be available to the public at the aforementioned city hall address. Such documents may include and are not limited to the following:

- Mailings and promotional material;
- b. Minutes of Citizens' Advisory Committee meetings and public hearings;
- c. Evaluation reports, environmental review records, and other reports required by HUD;
- d. Copies of federal regulations covering the programs governed by the consolidated plan; and
- e. Documents regarding other program requirements.

Midwest City's latest HUD-approved Consolidated Plan/Action Plan will also be available for review on the U.S. Department of Housing and Urban Development's website at www.hud.gov and the City of Midwest City's website at www.midwestcityok.org/grants-management.

Additional public information methods include the publishing of notices and advertisements in local newspapers. The following information is provided in the public notices and advertisements:

- a. The total amount or projected amount of Community Development Block Grant funds and other housing and community development grant funds available to the city, and the amount to benefit low- and moderate-income persons;
- b. The range of eligible activities that may be undertaken with these funds and those previously funded;
- c. The time and place of the Citizens' Advisory Committee meeting(s) to be held concerning the review of projects and programs to be recommended to the Midwest City Council for the program year;
- d. A summary of the city's proposed Consolidated Plan/Action Plan published after Citizens' Advisory Committee review and a minimum of thirty (30) days prior to the Midwest City Council's review, to allow for citizen comment. The notice will give the locations at which to review the proposed plan and/or to obtain a copy.
- e. A notice that Midwest City's Consolidated Plan/Action Plan has been finalized, after citizen comments have been received and considered in response to the proposed plan. A summary of all comments received, those considered and accepted, and reasons for those not accepted will be included in the plan;
- f. Notice will be published of completion of the city's Consolidated Annual Performance and Evaluation Report that documents program progress and actual use of funds during the prior program year. The notice will give the locations at which to review the report and/or obtain a copy. A 15-day public comment period will be identified in the published notice. Any comments or views of citizens received in writing concerning the performance report will be summarized and attached to the performance report prior to submittal to HUD.
- g. Any proposed substantial amendment, under development or consideration, to the city's Consolidated Plan/Action Plan shall be published a minimum of thirty (30) days prior to the City Council's review to provide for public comment. A substantial amendment to the plan shall be made only when approved activity(ies) are to be added or substantially changed in terms of purpose, scope, or beneficiaries. A substantial amendment is necessary when CDBG funds are redirected from an existing approved activity to a new activity not identified in the current year's action plan. Upon consideration of citizen comments to the proposed amendment, the actual amendment to the Consolidated Plan/Action Plan shall be published. A summary of all comments received, those accepted, and reasons for those not accepted will be included in the plan amendment. The notice will also give the location for access/records/information relating to the plan amendment.

The City of Midwest City will minimize displacement of persons and assist those displaced as a result of assisted activities as indicated in the city's Anti-displacement Plan. The city anticipates no displacement of persons as a result of current and future assisted activities. The anti-displacement plan is available for review in the city's Grants Management office during regular office hours.

It shall be the policy of the City of Midwest City to make technical assistance available to groups representative of persons of low and moderate income and other citizen organizations that request assistance in developing proposals. Technical assistance may include, but not be limited to, the formulation of surveys, determination of neighborhood eligibility, and proposed activity eligibility. are encouraged to submit their views and proposals regarding CDBG and other grant programs directly to the Grants Management office at any time during the year. Mailing address is City of Midwest City, 100 North Midwest Boulevard, Midwest City, E-mail Oklahoma 73110 comments can made grantsmgmt@midwestcityok.org In particular, citizens are asked to provide comments during the planning period prior to the initiation of public hearings on the plan(s). Personnel of the Grants Management office will be available to discuss the Consolidated Plan/Action Plan and CDBG program with interested citizen organizations within the community.

The Grants Management office and any other appropriate city departments will respond to complaints made in regard to the consolidated planning process and/or the Community Development Block Grant Program. Every reasonable effort will be made to respond in writing to written complaints within fifteen (15) days of receipt.

The City of Midwest City will provide reasonable accommodations to make the Citizen Participation Plan in a format accessible to persons with disabilities, upon request. Request shall be made via telephone, email, in person or in writing to the City's Grants Management office, 100 North Midwest Boulevard, Midwest City, Oklahoma 73110, 405/739-1216,grantsmgmt@midwestcityok.org.

During times of emergency as dictated by an emergency declaration at the local, state and/or national levels, adherence to the Midwest City Citizen Participation Plan may be reasonably modified, to include teleconference or videoconference, as existing conditions warrant. Every effort will be made to accommodate the existing process outlined in the plan. Any deviations from the plan will be fully documented.

OMB Number: 4040-0004 Expiration Date: 11/30/2025

Application for Federal Assistance SF-424									
* 1. Type of Submission: Preapplication * 2. Type of Application: New			* If Revisi	on, select appro	opriate letter(s)):			
Application		—		* Other (S	pecify):				
	ected Application		evision	`					
* 3. Date Received:		4. Appli	cant Identifier:						
06/24/2025									
5a. Federal Entity Ide	entifier:			5b. Fe	deral Award Ide	entifier:			
State Use Only:									
6. Date Received by	State:		7. State Application	Identifier:					
8. APPLICANT INFO	ORMATION:								
* a. Legal Name:	ity of Midwest	City							
* b. Employer/Taxpay	yer Identification Nur	mber (EIN	J/TIN):	* c. UE	il:				
73-6027530				UHS1	SSVWXNE7				
d. Address:									
* Street1:	100 N Midwest	Blvd.							1
Street2:						Ī			
* City: Midwest City					_				
County/Parish:	Oklahoma]			
* State:	OK: Oklahoma				<u> </u>				
Province:									
* Country:	USA: UNITED S	TATES							
* Zip / Postal Code:	73110-4319								
e. Organizational U	Init:								
Department Name:				Divisio	n Name:				
Grants Managem	ent Department								
f. Name and contact information of person to be contacted on matters involving this application:									
Prefix: Ms.			* First Name	: Te	rri				
Middle Name:									
* Last Name: Craft									
Suffix:									
Title: Grants Manager									
Organizational Affiliation:									
City of Midwest	t City								
* Telephone Number	: 405-739-1217	1			Fax Numb	ber: 405-8	69-8636		
* Email: tcraft@midwestcityok.org									

Application for Federal Assistance SF-424
* 9. Type of Applicant 1: Select Applicant Type:
C: City or Township Government
Type of Applicant 2: Select Applicant Type:
Type of Applicant 3: Select Applicant Type:
* Other (specify):
* 10. Name of Federal Agency:
US Department of Housing and Urban Development (HUD)
11. Catalog of Federal Domestic Assistance Number:
14.218
CFDA Title:
Community Development Block Grants/ Entitlement Grants
* 12. Funding Opportunity Number:
* Title:
13. Competition Identification Number:
Title:
14. Areas Affected by Project (Cities, Counties, States, etc.):
Add Attachment Delete Attachment View Attachment
* 15. Descriptive Title of Applicant's Project:
2025-2029 Consolidated Plan and 2025 Action Plan / CDBG Entitlement Grant
Attach supporting documents as specified in agency instructions.
Add Attachments Delete Attachments View Attachments View Attachments

-

Application for Federal Assistance SF-424					
16. Congressional Districts Of:					
* a. Applicant OK-4,5 * b. Program/Project OK-4,5					
Attach an additional list of Program/Project Congressional Districts if needed.					
Add Attachment Delete Attachment View Attachment					
17. Proposed Project:					
* a. Start Date: 07/01/2025 * b. End Date: 06/30/2026					
18. Estimated Funding (\$):					
* a. Federal 412,315.00					
* b. Applicant					
* c. State					
* d. Local					
* e. Other					
* f. Program Income					
* g. TOTAL 412,315.00					
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?					
a. This application was made available to the State under the Executive Order 12372 Process for review on					
b. Program is subject to E.O. 12372 but has not been selected by the State for review.					
☑ c. Program is not covered by E.O. 12372.					
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)					
☐ Yes ⊠ No					
If "Yes", provide explanation and attach					
Add Attachment Delete Attachment View Attachment					
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001) ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.					
Authorized Representative:					
Prefix: Mr. * First Name: Matthew					
Middle Name: D.					
* Last Name: Dukes					
Suffix: II					
* Title: Mayor, City of Midwest City					
* Telephone Number: 405-739-1204 Fax Number: 405-739-1208					
* Email: mayor@midwestcityok.org					
* Signature of Authorized Representative:					

CERTIFICATIONS

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

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

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

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

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

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

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

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

	6/24/2025
Signature of Authorized Official	Date
Matthew D. Dukes II, Mayor	

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

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

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

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

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

- 1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).
- 2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _______ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.
- 3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

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

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

Excessive Force -- It has adopted and is enforcing:

- 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

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

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

Compliance with Laws It will comply with applicable laws.						
Signature of Authorized Official	6/24/2025 Date					
Matthew D. Dukes II, Mayor Title						

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

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

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009 Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042). Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

- Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
- Will give the awarding agency, the Comptroller General
 of the United States and, if appropriate, the State,
 the right to examine all records, books, papers, or
 documents related to the assistance; and will establish
 a proper accounting system in accordance with
 generally accepted accounting standards or agency
 directives.
- 3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
- 4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- 5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- 7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex: (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

- 11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
- 14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of

- Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
- 18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
- 20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor, City of Midwest City
APPLICANT NAME	DATE SUBMITTED
Matthew D. Dukes, II.	06/24/2025

SF-424D (Rev. 7-97) Back



Public Works Administration

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
Public Works Director
pstreets@midwestcitvok.org
(405) 739-1061
Assistant Public Works Director
cevenson@midwestcitvok.org
(405) 739-1062
www.midwestcityok.org

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: June 24, 2025

Subject: 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.

This agreement allows for collaboration with ODOT on a future federal project. Federal funds were granted through the ACOG STP-UZA funding program for a project to resurface Air Depot Boulevard from SE 15th Street to Reno Avenue including reconstruction of the signalized intersections.

This project funds both design and construction of the project. The \$6,605,006 federal funds represent 80% of the design and construction cost. A 20% local match of \$1,651,252 will be required, of that \$152,869 represents the City's share of the estimated design costs.

ODOT is currently negotiating a contract with an engineering firm, but a Notice to Proceed cannot be issued until the attached funding agreement is approved and a deposit of \$152,869 in local matching funds received by ODOT.

Funding for the design deposit are available in Account No. 157-5700-431.40-06, Project No. 572501. Additional funds for the remaining local match will need to be budgeted in upcoming fiscal years.

Approval is at the discretion of the Council.

Respectfully,

R. Paul Streets

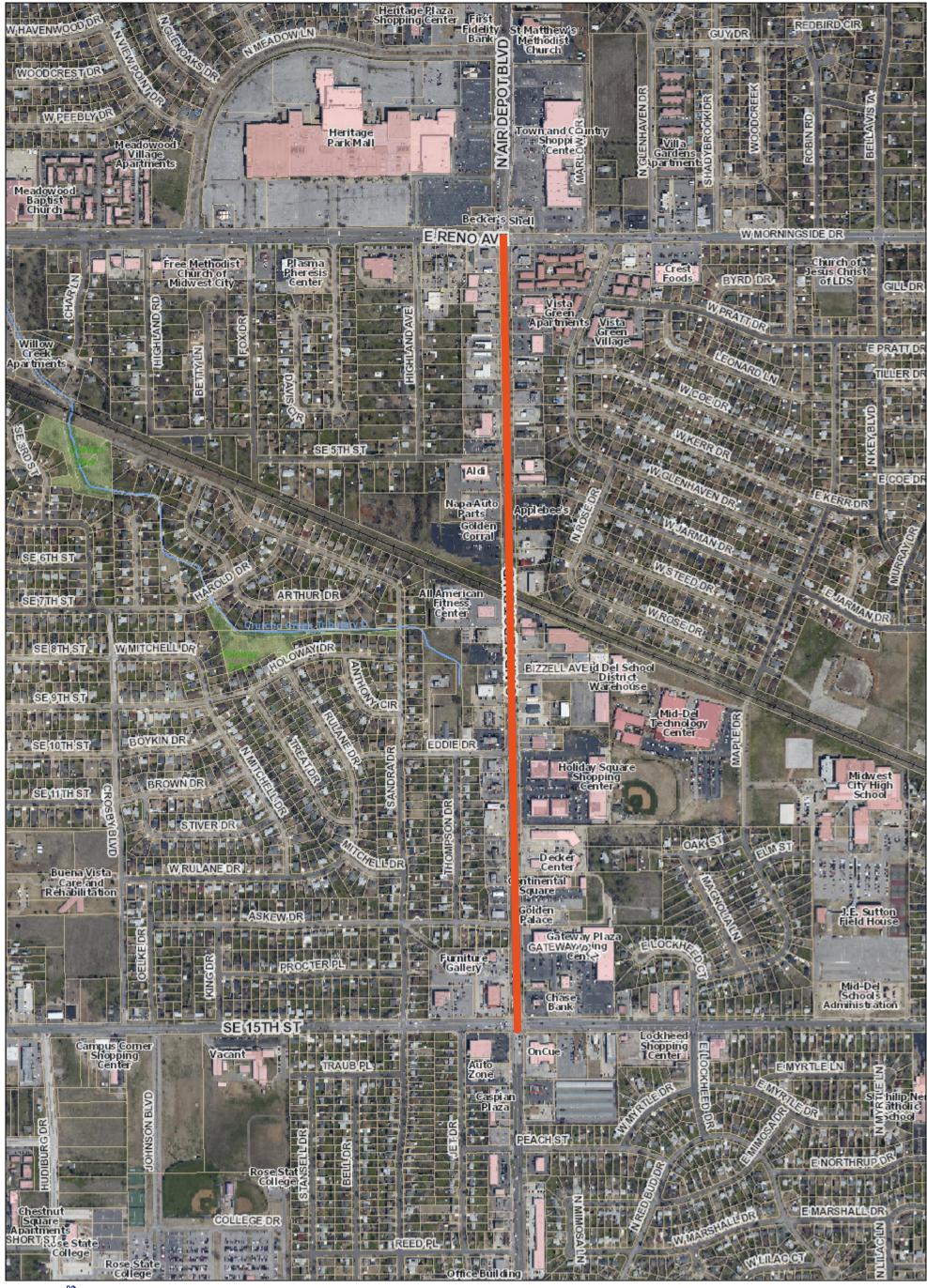
R. Paul Streets

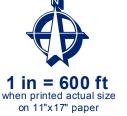
Public Works Director

Attachment

Air Depot Blvd: SE 15th St to Reno Ave







DISCLAIMER

This map is a general information public resource. The City of Midwest City makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the information provided on this map. Any party's use or reliance on this map, or any information on it, is at that party's own risk and without liability to the City of Midwest City, its officials or its employees for any discrepancies, errors or variances that may exist.

STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT

MWC: AIR DEPOT BLVD - SE 15TH ST TO RENO AVE

Project No.: J3-6956(004)AG

State Job No.: 36956(04)(05)(06)(07)

This Agreement, made the day and year last written below, by and between the City of **Midwest City**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
ACOG-STP	4	OKLAHOMA	36956(04)	J3- 6956(004)AG	RESURFACE	MWC: AIR DEPOT BLVD - SE 15TH ST TO RENO AVE

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

WHEREAS, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

NOW, THEREFORE: the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

- 1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.
- 1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 "Nondiscrimination in federally assisted programs of the Department of Transportation effectuation of Title VI of the Civil Rights Act 1964".
- 1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.
- 1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements

to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

- 2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.
- 2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.
- 2.3 The Department and Sponsor mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The Department and Sponsor hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.
- 2.4 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.
- 2.5 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance

planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and subrecipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

- 2.6 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.
- 2.7 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.
- 2.8 The Department will forward the environmental documents to FHWA for approval if applicable.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

- 3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.
- 3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.
- 3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.
- 3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation Local Government Division 200 N.E. 21st Street Edmond, Oklahoma 73105-3204

- 3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101-1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.
- 3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.
- 3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.
- 3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323
 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all
 necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a <u>not-to-exceed</u>, Funding Source \$6,605,006 total estimated cost of **\$6,605,006**, as described below:

FUNDING SOURCE =>			ACOG-STP		SPONSOR	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
36956(05)	Design -	\$764,343	80% up to a limit of	\$611,474	Remainder	\$152,869
36956(06)	Right-of-Way -	\$0	0%	\$0	0%	\$0
36956(07)	Utilities -	\$0	0%	\$0	0%	\$0
36956(04)	Construction - (With 6% Inspection)	\$7,491,915	80% up to a limit of	\$5,993,532	Remainder	\$1,498,383
	Total	\$8,256,258	Total=>	\$6,605,006	Total=>	\$1,651,252

- 4.2 Furthermore, the Department and the Sponsor agree that actual \$6,605,006 costs incurred by project phases (JP36956(04,05,06,07) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.
- 4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final

amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

SECTION 5: CONSTRUCTION RESPONSIBILITIES

- 5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.
- 5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.
- 5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.
- 5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.
- 5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.
- 5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

- 5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:
 - Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
 - Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
 - Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
 - Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
 - Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
 - Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.
- 5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:
 - 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:

- a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
- b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this agreement.
- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.

- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-ofway lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
 - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.
- 5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:
 - 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
 - 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
 - 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be

- allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans, Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.
- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.
- The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment,

specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.

- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

SECTION 6: NON-DISCRIMINATION CLAUSE

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) Compliance with Regulations:

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) <u>Solicitations for Subcontracts, Including Procurement of Materials and</u> Equipment:

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) Information and Reports:

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) Sanctions for Noncompliance:

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) Incorporation of Provisions:

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the

interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 7: TERMINATION

- 7.1 This Agreement may be terminated by any of the following conditions:
 - a) By mutual agreement and consent, in writing of both parties.
 - b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
 - c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
 - d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
 - e) By satisfactory completion of all services and obligations described herein.
- 7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

SECTION 8: GOVERNING LAW AND VENUE

8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in

good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Edmond area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

SECTION 10: PRIOR UNDERSTANDINGS

10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

SECTION 12: RECORDS

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 13: HEADINGS

13.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

SECTION 14: BINDING EFFECTS

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor,		on this of	,
20, and the Department	on the	.	
<u> </u>	HE CITY OF I	MIDWEST CITY	
APPROVED AS TO FORM AND LEGALITY			
Ву		Ву	
City Attorney		Mayor	
ByAttest: City Clerk		(SEAL): Approved – T OF MIDWEST CITY	HE CITY
DEPA		OKLAHOMA TRANSPORTATION	
	Recommende	ed for Approval	
Local Government Division	DATE	Director of Project Delivery	DATE
APPROVED AS TO FORM AND LEGALITY		APPROVED	
General Counsel	DATE	Deputy Director	DATE

OKLAHOMA DEPARTMENT OF TRANSPORTATION

INVOICE

Make check PAYABLE, and MAIL TO:

Oklahoma Department of Transportation

Comptroller Division 200 N.E. 21st Street

Oklahoma City, Oklahoma 73105-3204

To: The City of Midwest City

Department Invoice No 36856(05)-01 June 10th, 2025

Description – Explanation of Charge	Quantity	Price Each Total			
Due Date: <u>Upon Receipt</u>					
Total Estimated Cost: Design - 6/10/2025			\$764,343		
Less Federal Share: ACOG-STP Funds			(\$611,474)		
Sponsor Initial Deposit			\$152,869		
Please remit copy of invoice with payment					
Accounting Use Only		Invoice Total	\$152,869		



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: June 24, 2025

Subject: 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.

In August of 2024, City staff published a Request for Qualification (RFQ) for three categories of agreement; Engineering, Survey, and Architecture. Overall, the City received qualification statements from 31 Engineering, 11 Survey, and 13 Architecture firms. On August 20, 2024, staff from Engineering, Public Works, and Planning met to discuss the qualification statements and selected 5 Engineering firms, a Survey, and an Architecture firm with whom to pursue on-call engineering agreements. On September 24, 2024, Council approved the on-call contracts with Johnson & Associates, LMRK, Meshek, Plummer, SRB, and TAP Architecture. Unknown to Public Works staff at the time, one of the selected engineering firms, Garver, LLC, had been left off of the list firms to which on-call engineering agreements were offered and approved. The attached agreement remedies this error and adds Garver, LLC, as an on-call engineering firm.

Approval is at the discretion of the Council.

Respectfully,

R. Paul Streets

R. Paul Streets

Public Works Director

Attachment

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as "Agreement") is entered into by and among The City of Midwest City, a municipal corporation; and the following Authorities, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority (hereinafter referred to as "Owner"), and Garver LLC, a limited liability company, (hereinafter referred to as "Service Provider") (Owner, 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, **Owner** is in need of the following professional services On-Call Professional Services - Engineering; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the Owner; and

WHEREAS, the Owner and the Service Provider have reached an agreement for the Service Provider to provide the Owner the requested professional services; and

WHEREAS, Owner hereby retains Service Provider to provide professional services as an independent contractor; and

WHEREAS, the Owner may contract with one or more Service Provider(s) for the above-referenced service. If the Owner has contracted with more than one Service Provider, the Service Provider shall be selected on a rotation basis; and

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

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

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the **Owner** retains the **Service Provider** as an independent contractor, to provide **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions, and deliverables (collectively referred to as "Deliverables") that meet all the purposes and functionality requested or described in this **Agreement**. The **Owner** 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 **Owner** 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 **Owner** and, upon approval of the invoice, the **Owner** will pay the invoice. Upon completion of each Project and provision to the **Owner** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Owner** 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 **Owner**. 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 **Owner** 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

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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" ("Schedule of Fees / Rate Card"),
 - Attachment "B" ("Service Provider's Team"),
 - Attachment "C" ("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 each task order for the Project. Each task order is hereby delegated to be approved by the City Manager / General Manager as appropriate.
- 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 Owner'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 Owner, is adequately trained, instructed, and managed so that Service Provider timely

PROFESSIONAL SERVICES AGREEMENT

between GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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 "B"** ("**Service Provider's Team**") without the prior written consent of the **Owner**.

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 **Owner**.

3. CONSIDERATION

- A. The **Owner** shall pay the **Service Provider** the compensation after completion of task orders based upon the rates as specified in **Attachment "A" ("Schedule of Fees / Rate Card").**
- B. The **Owner** 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 **Owner** 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.

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

- 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 **Owner** 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 **Owner** are not employees of the **City of Midwest City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Owner**.
- C. Service Provider acknowledges that as an independent contractor it and Service Provider's Project Team, assigned to work on the Project for the Owner are not eligible to participate in any health, welfare or retirement benefit programs provided by the Owner 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 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 one-year increments, until the Project is completed and accepted as provided herein.
- B. The **Owner** 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 **Owner**.
- 1. Upon receipt of a notice of termination for the *convenience* from the **Owner**, 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 **Owner** all licenses, work, products, deliverables, solutions,

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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 **Owner**, the **Owner** 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 **Owner**, 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 **Owner** 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 **Owner** 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 **Owner** 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 **Owner** 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**.

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

C. Upon notice to **Service Provider**, the **Owner** 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 **Owner** issues a stop work order to **Service Provider**, the **Owner** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Owner**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Owner** 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 **Owner**, without cause and without cost to the **Owner**; 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 **Owner** 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* and the period set forth in the notice, and thereafter the **Owner** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Owner**.
- 2. Upon termination for *convenience* of the Project and the providing to the **Owner** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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 **Owner'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 **Owner**. 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 **Owner** shall be entitled to recover, should the **Owner** 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 **Owner**. Should the **Service Provider** fail to reimburse the **Owner** within thirty (30) calendar days of demand, the **Owner** 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

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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 \$3,000,000.00 general aggregate protecting the Owner 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 Owner 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 **Owner** within five (5) days of the execution of this **Agreement** as **Attachment** "C".
- C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Owner** 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 **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**.

GARVER, LLC And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

- 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 **Owner** 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 **Owner** 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 Owner 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 Owner 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 Owner, 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 Owner under any other paragraph, including but not limited to any insurance provision or requirement in this Agreement.

PROFESSIONAL SERVICES AGREEMENT between GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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 Owner, the Owner may provide Service Provider with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the Owner'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 Owner, shall disclose to any person, other than to the Owner, any information obtained by Service Provider. Service Provider shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

10. NOTICES

A. Notices and other communications to the **Owner** 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 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:

Bryce Callies	
Garver, LLC	
750 SW 24 th Street, Suite 200	
Moore, OK 73160	

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 **Owner**, 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.

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this Agreement without the prior written consent of the Owner. 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 Owner. The Owner may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of Owner. Upon approval of such assignment or sublease, Service Provider will not be relieved of future performance, liabilities, and obligations under this Agreement. Owner 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, 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 Owner 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

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

special consideration to any officials, trustees, or employees of the **Owner**, 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**.
- C. Should the **Owner** 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 **Owner**, 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

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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
- (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.

PROFESSIONAL SERVICES AGREEMENT

between GARVER, LLC

<u>ARVER,</u> And

THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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 **Owner** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Owner** 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 **Owner** hereby delegates to the City Manager and/or General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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

Service Provider: Garver, LLC					
By:	Mary Mack				
Name:	Mary Elizabeth Mach				
Title	Vice President				

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT

between

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the G	Council and SIGNE l	D by the Mayor of The City of Midwest City this
day of	, 2025.	
THE CITY OF MID		
MAYOR		
SARA HANCOCK, O	CITY CLERK	
REVIEWED for form	n and legality.	
DONALD D. MAISO	CH, CITY ATTORN	EY
APPROVED by the l	Midwest City Hospit	tal Authority and SIGNED by the Chairman this
day of	, 2025.	
MIDWEST CITY H	OSPITAL AUTHO	ORITY
CHAIRMAN		
SARA HANCOCK, S	SECRETARY	
REVIEWED for form	n and legality.	
DONALD D. MAISO	CH, ATTORNEY	
Professional Services	A greement with	GARVER

Page 18 of 19

PROFESSIONAL SERVICES AGREEMENT

between

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Midwest City Mu	inicipal Authority and SIGNED by the Chairman this
day of	_, 2025.
MIDWEST CITY MUNICIPAL AUTI	HORITY
CHAIRMAN	
SARA HANCOCK, SECRETARY	
REVIEWED for form and legality.	
DONALD D. MAISCH, ATTORNEY	
APPROVED by the Midwest City Ec Chairman this day of	onomic Development Authority and SIGNED by the, 2025.
MIDWEST CITY ECONOMIC DEVE	ELOPMENT AUTHORITY
CHAIRMAN	
SARA HANCOCK, SECRETARY	
REVIEWED for form and legality.	
DONALD D. MAISCH, ATTORNEY	
Professional Services Agreement with	GARVER

Page 19 of 19

PROFESSIONAL SERVICES AGREEMENT between GARVER, LLC And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

ATTACHMENT "A" (SCHEDULE OF FEES)



Exhibit C City of Midwest City

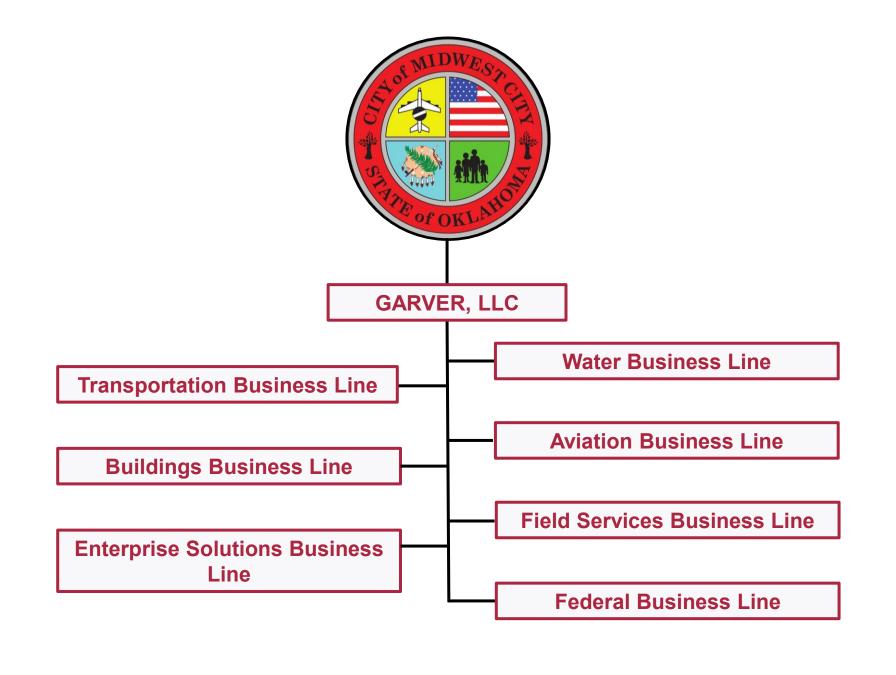
Master Service Agreement Garver Hourly Rate Schedule: January 2025 - June 2026

Classification	Rates	Classification	Rates
Engineers / Architects		Resource Specialists	
E-1	\$ 141.00	RS-1	\$ 113.00
E-2	\$ 164.00	RS-2	\$ 149.00
E-3	\$ 188.00	RS-3	\$ 211.00
E-4	\$ 220.00	RS-4	\$ 290.00
E-5	\$ 268.00	RS-5	\$ 362.00
E-6	\$ 329.00	RS-6	\$ 446.00
E-7	\$ 457.00	RS-7	\$ 498.00
Planners		Environmental Specialists	
P-1	\$ 170.00	ES-1	\$ 113.00
P-2	\$ 213.00	ES-2	\$ 142.00
P-3	\$ 265.00	ES-3	\$ 181.00
P-4	\$ 296.00	ES-4	\$ 214.00
P-5	\$ 333.00	ES-5	\$ 269.00
	,	ES-6	\$ 345.00
Designers		ES-7	\$ 431.00
D-1	\$ 128.00	ES-8	\$ 487.00
D-2	\$ 146.00		ψ .σσσ
D-3	\$ 174.00	Project Controls	
D-4	\$ 208.00	PC-1	\$ 115.00
D-5	\$ 256.00	PC-2	\$ 152.00
	Ψ 200.00	PC-3	\$ 194.00
Technicians		PC-4	\$ 248.00
T-1	\$ 103.00	PC-5	\$ 303.00
T-2	\$ 124.00	PC-6	\$ 392.00
T-3	\$ 151.00	PC-7	\$ 491.00
T-4	\$ 195.00		Ψ 101.00
		Management / Administration	
Surveyors		AM-1	\$ 82.00
S-1	\$ 63.00	AM-2	\$ 104.00
S-2	\$ 84.00	AM-3	\$ 145.00
S-3	\$ 113.00	AM-4	\$ 186.00
S-4	\$ 161.00	AM-5	\$ 227.00
S-5	\$ 203.00	AM-6	\$ 295.00
S-6	\$ 237.00	AM-7	\$ 378.00
S-7	\$ 280.00	M-1	\$ 552.00
S-8	\$ 353.00		
2-Man Crew (Survey)	\$ 244.00		
3-Man Crew (Survey)	\$ 305.00		
2-Man Crew (GPS Survey)	\$ 301.00		
3-Man Crew (GPS Survey)	\$ 374.00		
Construction Observation			
C-1	\$ 122.00		
C-2	\$ 152.00		
C-3	\$ 186.00		
C-4	\$ 240.00		
C-5	\$ 289.00		

PROFESSIONAL SERVICES AGREEMENT between GARVER, LLC And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

ATTACHMENT "B" (SERVICE PROVIDER'S TEAM)



PROFESSIONAL SERVICES AGREEMENT between GARVER, LLC And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

ATTACHMENT "C" (INSURANCE)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/4/2025

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).

	certificate does not confer rights t				-		-	require an endo	orsement	. A Sta	atement on
PRODUCER				CONTAC NAME:	`T	Cathy Jones					
Stephens Insurance, LLC				PHONE (A/C, No		501-377-8502	FAX				
111 Center Street, Suite 100 Little Rock, AR 72201			E-MAIL ADDRES	ss· k		stephens.com	(740,110).				
Little	2 (100K, 74K 7220)				ADDITE			•			NAIC#
www.st	ephensinsurance.com				INSURE						25623
INSURE)				INSURE		modrance C	ompany (/ tri/tt	,		
	ver LLC										
	SW 24th St., Suite 200 ore OK 73160				INSURER C: INSURER D:						
IVIOC	Ne OK 73100										
					INSURER E : INSURER F :						
COVE	RAGES CER	TIFIC	CATE	NUMBER: 85619926	INOUNE	кт.		REVISION NUI	MBER:		
INDIC CERT EXCL	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)		LIMIT	s	
A 🗸	COMMERCIAL GENERAL LIABILITY	1		P-630-1G052988-PHX-24	. 7	7/1/2024	7/1/2025	EACH OCCURREN	CE	\$2,000),000
	CLAIMS-MADE ✓ OCCUR							DAMAGE TO RENT PREMISES (Ea occ	ED urrence)	\$500,0)00
								MED EXP (Any one	person)	\$10,00)0
								PERSONAL & ADV	INJURY	\$1,000),000
GI	EN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGRE	GATE	\$4,000),000
	POLICY PRO- JECT LOC							PRODUCTS - COM	P/OP AGG	\$4,000),000
✓	OTHER: -0- Deductible									\$	
AL	JTOMOBILE LIABILITY							COMBINED SINGLE (Ea accident)	LIMIT	\$	
	ANY AUTO							BODILY INJURY (P	er person)	\$	
	OWNED SCHEDULED AUTOS AUTOS							BODILY INJURY (P	- 1	\$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMA((Per accident)	GE	\$	
										\$	
	UMBRELLA LIAB OCCUR							EACH OCCURREN	CE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$	
	DED RETENTION \$									\$	
	DRKERS COMPENSATION D EMPLOYERS' LIABILITY							PER STATUTE	OTH- ER		
ANYPROPRIETOR/PARTNER/EXECUTIVE N/A						E.L. EACH ACCIDE	NT	\$			
(Ma	andatory in NH) es, describe under							E.L. DISEASE - EA	EMPLOYEE	\$	
DÉ	SCRIPTION OF OPERATIONS below			_				E.L. DISEASE - POI	LICY LIMIT	\$	
DESCRI	PTION OF OPERATIONS / LOCATIONS / VEHICE	LES (A	ACORD	101, Additional Remarks Schedul	le, may be	attached if more	space is require	ed)			
RE: G	arver Project: 2401533										
CERTIFICATE HOLDER					CANCELLATION						
	er Project: 2401533										
City 100	of Midwest City N. Midwest City Blvd west 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.						
					AUTHOR	RIZED REPRESEI	NTATIVE /	andais i	1 1	, a	rl
				ŀ	I		\A i	LIAN KINI A	/ L . / W		

Ted Grace

PROFESSIONAL SERVICES AGREEMENT

between GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

ATTACHMENT "D" (FORM OF WORK ORDER)



This WORK ORDER ("Work Order") is made by and between the City of Midwest City, Oklahoma, (hereinafter referred to as "Owner") and Garver, LLC, (hereinafter referred to as "Garver") in accordance with and subject to the provisions of the PROFESSIONAL SERVICES AGREEMENT entered into between the parties on [Insert Effective Date] (the "Agreement").

Under this Work Order, the Owner intends to procure professional services for Groundwater Master Planning. These services will be delivered according to the schedule in Exhibit A.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

- 1.1 Notwithstanding anything in the Agreement to the contrary, Garver shall provide the following services ("Services") in accordance with the care and skill ordinarily exercised by members of Garver's profession as of the effective date of the Agreement, practicing under the same or similar circumstances:
 - 1.1.1 See attached Appendix A for Scope of Services.
 - 1.1.2 Notwithstanding anything in the Agreement to the contrary, Garver shall provide its Services as expeditiously as is prudent considering the industry standard of care, and in no event shall Garver be subject to delay damages.
 - 1.1.3 Garver shall indemnify and hold harmless the Owner from and against any and all third-party claims for bodily injury (including death) and tangible property damage to the extent such claims are caused by Garver's or its personnel's negligent performance of the Services. Notwithstanding anything in the Agreement to the contrary, the indemnity set forth in this Work Order, Section 1.1.3, is Garver's sole indemnity obligation in relation to the Services.
- 1.2 In addition to those obligations set forth in the Agreement, Owner shall:
 - 1.2.1 Give thorough consideration to all documents and other information presented by Garver and inform Garver of all decisions within a reasonable time so as not to delay the Services.
 - 1.2.2 Make provision for the personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
 - 1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.
 - 1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
 - 1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the project property.
 - 1.2.6 Pay all plan review and advertising costs in connection with the project.
 - 1.2.7 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
 - 1.2.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.

- 1.2.9 Furnish Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Owner has contracted with, on Owner's behalf for the project specific requested information.
- 1.3 Notwithstanding anything in the Agreement to the contrary, to the fullest extent allowed under applicable law, neither party (including its subconsultants, agents, assignees, affiliates, and vendors) shall be liable to the other for any special, consequential, indirect, punitive, exemplary, or incidental damages of any kind regardless of the cause or action, and Garver's (including its subconsultants, agents, assignees, affiliates, and vendors) total aggregate liability under the Agreement shall be limited to 100% of the fee received by Garver under the approved work order giving rise to the liability, regardless of the cause or action (including negligence of any kind or character).

SECTION 2 – PAYMENT

For the Services set forth above, Owner will pay Garver as follows:

Task	FEE AMOUNT	FEE TYPE	
TOTAL FEE			

The lump sum amount to be paid under this Work Order is \$XXXX. For informational purposes, a breakdown of Garver's estimated costs is included herein with approximate current hourly rates for each employee classification.

Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about July 1, 2026

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2026.

SECTION 3 – APPENDICES

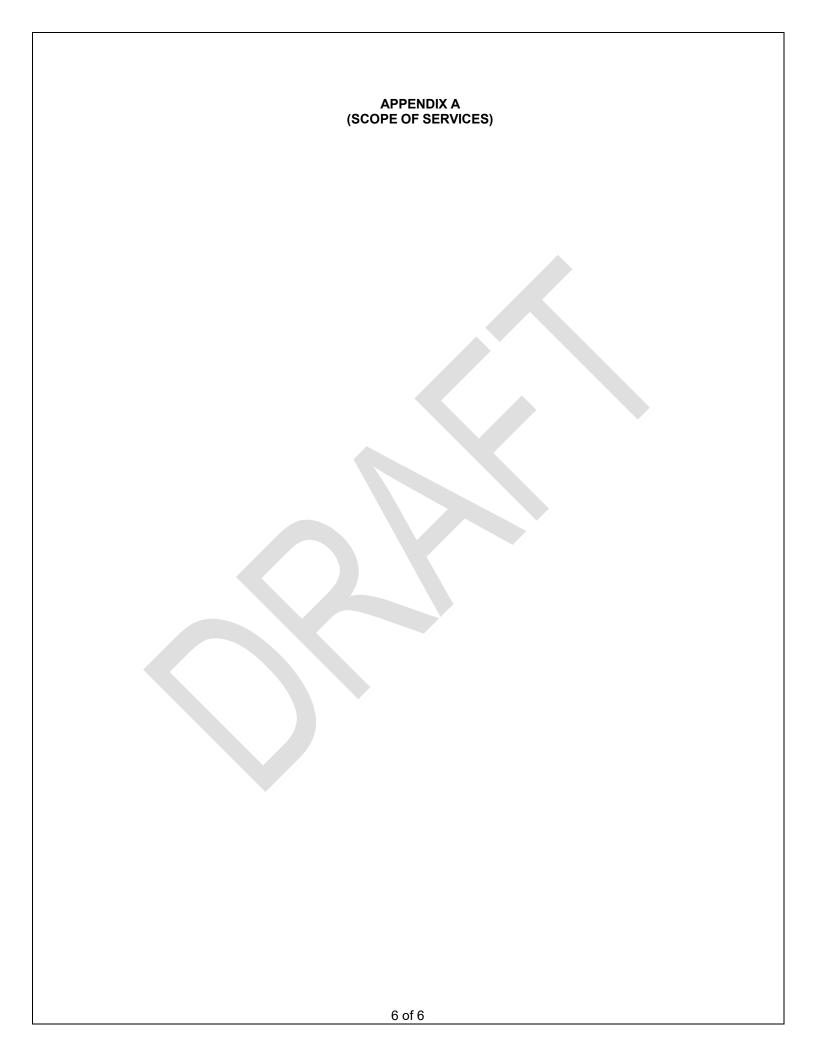
- 3.1 The following Appendices are attached to and made a part of this Work Order:
 - 3.1.1 Appendix A Scope of Services

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Notwithstanding anything in the Agreement to the contrary, if there is a conflict between the provisions of this Work Order, the Agreement, and/or any Appendices hereto, such conflict shall be governed in the following order of priority and precedence, unless explicitly amended within the Work Order by the Parties: this Work Order; the Agreement; any Appendices.

The effective date of this Work Order shall be the last date written below.

MIDWE	ST CITY	GARVE	GARVER, LLC		
Ву:	Signature	Ву:	Signature		
Name:	Printed Name	Name:	Printed Name		
Title:		Title: _			
Date: _		Date:			
Attest:		Attest:			







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

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

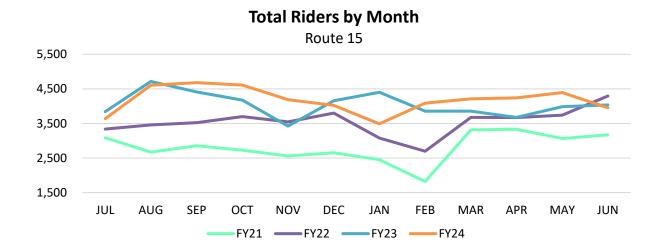
DATE: June 24, 2025

RE: 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.

The attached contract reflects an approximate 5% increase over the contract executed in FY24-25. Bus service is provided every hour and 20 minutes from approximately 6:00 A.M. to 7:00 P.M. Monday through Friday along the 10-mile route through Midwest City. Ridership numbers have increased over the previous year and are getting closer to pre-pandemic levels.



In addition to fixed route service, the contract provides access to EMBARK Plus, a curb to curb para-transit service for persons with disabilities, within ¾ of a mile from Route 15. EMBARK's Route 19 also provides limited service to Midwest City with transfer points along N.E. 10th Street to and from Route 15. Funding has been budgeted in accounts 009-14 and 065-87. Staff recommends approval.

Terri L. Craft, Grants Manager

INTERLOCAL AGREEMENT SERVICE AGREEMENT FOR PROVISION OF TRANSPORTATION SERVICES

This Interlocal Agreement ("Agreement") is made in accordance with 74 O.S. § 1008 and entered into this 1st day of July 2025 ("Effective Date"), by and between the Central Oklahoma Transportation and Parking Authority ("COTPA") d/b/a EMBARK, a public trust organized under the laws of the State of Oklahoma, and the City of Midwest City ("MWC"), each a Party and collectively the "Parties," for the provision of Transit Services.

WITNESSETH:

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

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

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

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

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions herein set forth, the Parties hereto agree as follows:

1. DESCRIPTION OF SERVICE.

COPTA shall provide the following:

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

2. SERVICE CHANGES.

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

To Midwest City:
Terri L. Craft
Grants Manager
City of Midwest City
405-739-1217
tcraft@midwestciytok.org

3. HOLIDAYS.

EMBARK will not operate fixed-route service on the following holidays: Independence Day; Labor Day; Thanksgiving Day; Christmas Day; New Year's Day; Memorial Day.

4. COMPENSATION.

EMBARK shall be compensated by the City of Midwest City for the services rendered pursuant to this Agreement in accordance with the terms herein. No payment will be due or owing for any incomplete or undocumented Services and Deliverables. The City of Midwest City agrees to compensate COTPA for the cost of providing Route 015 transit services, in the amount of two hundred thirty-six thousand, seven hundred forty-nine dollars and sixty-four cents (\$236,749.64), for the agreement term, to be billed in twelve monthly installments of \$19,729.13 beginning July 1, 2025.

5. METHOD OF PAYMENT.

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

6. TERM OF AGREEMENT.

The term of this Agreement shall be from July 1, 2025, through June 30, 2026.

7. EXPIRATION OR TERMINATION.

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

terminate.

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

8. EXCUSABLE DEFAULT.

EMBARK shall not be held in default of this Agreement if it is prevented from performing hereunder by conditions entirely beyond its control, such as, but not limited to, acts of God, strikes, war, insufficient allocation of diesel fuel or other emergencies including the existing road conditions making performance impossible, illegal, or unsafe.

9. INTEGRATION.

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

10. LAW CONTROLLING.

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

11. LIABILITY

The Parties acknowledge that each is a governmental entity subject to the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.). Each Party agrees to be individually responsible for any claims, demands, or lawsuits arising from the negligent acts or omissions of its employees, agents, or officers during the performance of this Agreement, as provided by the Tort Claims Act.

This responsibility includes paying for any damages or other liabilities, investigating and defending claims, and covering any resulting judgments, all within the limits established by law.

Nothing in this section shall be construed as a waiver of any legal defenses, exemptions, or limitations available to either Party under the Governmental Tort Claims Act, including sovereign immunity.

12. FORCE MAJEURE

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

13. NON-COLLUSION

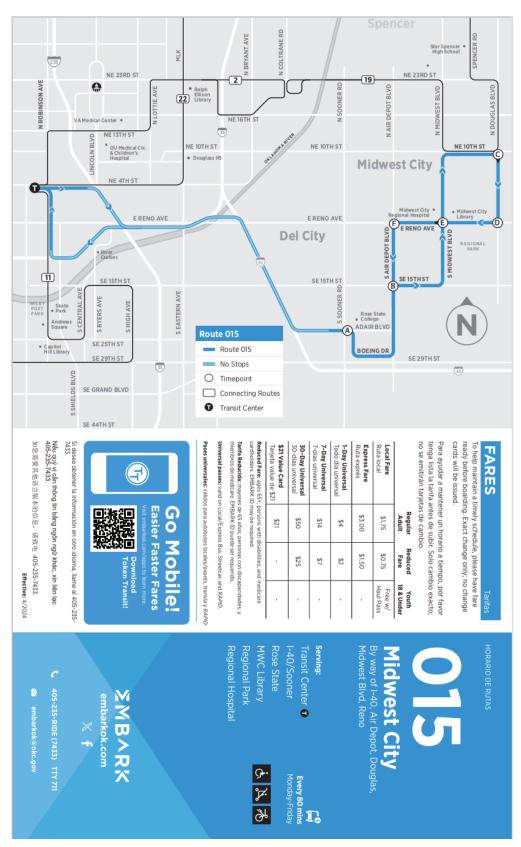
The City of Midwest City warrants that it has not:

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

APPROVED by the Central SIGNED by the Chairperson, this			Authority	and
Seal:				
ATTEST:	CENTRAL O TRANSPORT AUTHORITY	CATION AND	PARKIN	G
Secretary	 Chairperson			
REVIEWED for form and legality.				
Assistant Municipal Counselor				

APPROVED by the City of 2025.	Midwest City and SIGNED by the Mayor on this day
SEAL:	CITY OF MIDWEST CITY
	Mayor
	Attest: City Clerk
Reviewed as to form and legality by	y the Municipal Counselor of the City of Midwest City.
	City of Midwest City

ATTACHMENT A – PAGE ONE



ATTACHMENT A – PAGE TWO

																_	
7:13	6:23	5:38		4:18	2:58	1:38	12:18	10:58	9:38	8:18	7:03	5:53		<u></u>	N Douglas Blvd & Reno ID# 122	Midwest City to Downtown	Route 015
7:17	6:27	5:42		4:22	3:02	1:42	12:22	11:02	9:42	8:22	7:06	5:56		m	Reno & Midwest Blvd ID# 123	ity to Dov)15
7:21	6:31	5:46		4:26	3:06	1:46	12:26	11:06	9:46	8:26	7:10	6:00		7	Air Depot & Reno ID# 169	/ntown	
7:29	6:39	5:54		4:34	3:14	1:54	12:34	11:14	9:54	8:34	7:18	6:08		Ð	Rose State College ID# 173		
		6:35	5:45	5:00	3:40	2:20	1:00	11:40	10:20	9:00	7:40	6:25	5:20	•	Transit Center - Bay I ID# 6		
		6:51	6:01	5:16	3:56	2:36	1:16	11:56	10:36	9:16	7:56	6:41	5:34	Ð	Rose State College ID# 127		Monda
		6:57	6:07	5:22	4:02	2:42	1:22	12:02	10:42	9:22	8:02	6:47	5:40	<u></u>	SE 15 & Air Depot ID# 128	Dow	ıy – Frida
		7:09	6:19	5:34	4:14	2:54	1:34	12:14	10:54	9:34	8:14	6:59	5:49	<u></u>	NE 10 & Douglas ID# 4448	ntown to N	y / Lune
		7:13	6:23	5:38	4:18	2:58	1:38	12:18	10:58	9:38	8:18	7:03	5:53	0	N Douglas Blvd & Reno ID# 122	Downtown to Midwest City	Monday – Friday / Lunes a viernes





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: June 24, 2025

Subject: 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.

The City of Midwest City and R.L. Shears Company, PC, entered into a contract for design of Mid-America Park Improvements on November 13, 2019. The first phases of those improvements, which includes an accessible playground and disc golf course, have been completed recently. Additional design work is ongoing but did not include the design of a new basketball court. This contract amendment will add the tasks and costs necessary to develop construction documents for a new basketball court located in the northeast corner of the park and for the rehabilitation of the existing courts located in the northwest section of the park.

Funds are available for this project are available in Account No. 123-0610-452.40-06, Project No. 062505.

Staff recommends approval of this amendment.

Respectfully,

R. Paul Streets

R. Paul Streets

Public Works Director

Attachment

FIFTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN R.L. SHEARS COMPANY, PC AND THE CITY OF MIDWEST CITY

Pursuant to Article 10.B of the Agreement executed on November 13, 2019, between the City of Midwest City, Oklahoma, a municipal corporation, (hereinafter referred to as CLIENT) and R.L. Shears Company, PC (hereinafter referred to as LANDSCAPE ARCHITECT), the following amendment is hereby agreed to between the parties:

Article 1.A of the contract is hereby amended to add and include the following tasks and costs outlined in Attachment A to the Agreement. The attachments to this amendment are in addition to the original attachments and do not replace the original attachments.

The parties desire to extend the project timeline into the next fiscal year, therefore the revised effective date of the agreement shall be July 1, 2026.

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

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

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

Robert Shears, ASLA
President

Date: 6.12.25

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

Attachment A

R.L. SHEARS COMPANY, P.C. Landscape Architects

May 16, 2025

Ms. Carrie Evenson, Ph.D, P.E., CFM Assistant Public Works Director City of Midwest City 8730 Southeast 15th Street Midwest City, Oklahoma 73110

Dear Ms. Evenson,

I am pleased to offer the following Proposal for Professional Landscape Architectural Services for the Mid-America Park Basketball Courts Project.

Project Scope:

Develop Construction Documents for a new basketball court located in the northeast corner of Mid-America Park and rehabilitation on the existing courts located in the northwest section of the park. Site features include concrete court and surfacing, basketball goals, fencing, site furniture, lighting and sodding. Design Phases will include 65%, 95%, and 100% final plans.

Scope of Basic Services:

Preliminary Plans (65%) -

- Topographic Survey.
- · Title Sheet.
- General Pav Quantities and Notes.
- Prelim Construction Details.
- Site Plan.
- Prelim Layout and Grading Plans.
- Striping Plan.
- · Lighting / Electrical Plans and Details.
- Estimate of Probable Cost.
- Attend Review Meeting

<u>Final Plans for Review (95%)</u> – Finalize Plans based on comments received in 65% Review Meeting and submit final plans for review.

- Title Sheet.
- General Pay Quantities and Notes.
- Final Construction Details.
- Site Plan.
- Final Layout and Grading Plans.
- Striping Plan.
- Lighting / Electrical Plans and Details.
- Specifications and Special provisions.
- Estimate of Probable Cost.
- Attend Review Meeting.

<u>Final Plans (100%)</u> – Finalize Plans based on comments received in 95% Review Meeting and submit final plans, specifications, and estimate.

Construction Phase Services (Construction Observation) To Be Determined.

Page 2 May 29, 2025

COMPENSATION

 The fees for the professional services as described above are based on the fixed fees listed below:

Topographic Survey (Sub-Consultant)	\$6,500.00
Electric Design Services (Sub-Consultant)	\$4,800.00
Preliminary Design Phase Services (65%) -	\$16,400.00
Final Design Phase Services (95%) -	\$9,800.00
Final Plans, Specifications, and Estimates (100%) -	\$2,800.00
/ // Total	\$40,300.00

Accepted By:

Date: 6-3-25

Sincerely,

Robert Shears ASLA, CLARB

President, R.L. Shears Company, P.C.

TFK Engineering, Inc.

ELECTRICAL \cdot MECHANICAL \cdot ENGINEERING CONSULTANTS C of A #5206

P.O. Box 2204 Broken Arrow, OK 74013 918.527.3520

May 29, 2025

RL Shears Company 1522 S. Carson Ave. Tulsa, OK 74119

Ref: Proposal for electrical engineering services for lighting of basketball court in Midwest City, OK. One court powered from existing electrical panel on site.

- 1. TFK will be provided autocad drawing files for use as base/background.
- The existing electrical service/panel is assumed to be adequate to support new lighting, and modification or new service is excluded.
- 3. TFK will provide lighting layout for new basketball court recreational use.
- 4. TFK will develop electrical drawings of layout and details for electrical work including: lights specified, pole base detail, and electrical layouts. Electrical specification information will be included on the drawings.
- 5. Documents will be signed/sealed and usable for permitting and construction.
- 6. Documents will be delivered in PDF format.
- 7. Construction administration services are limited to review of electrical submittals.

Terms and Conditions

- 1. Additional work beyond this scope and construction administration support can be provided if requested at a rate of \$150 per man-hour.
- 2. The fee submitted is a fixed fee including incurred expenses based on the scope.
- 3. Invoices will be sent at substantial phase completion.
- 4. Payments are due within 45 days of invoice.
- 5. If project is delayed for over 30 days, TFK will be paid for work to date, and project can be resumed with agreement of both parties.

Total \$4800 Submittal review \$600 Sincerely, Please Sign and Return as Authorization to Proceed Approved: Date:

Thomas F. Keeter

Fee



May 19th, 2025

R. L. Shears Company, P.C. Attn: Rober Shears ASLA 1522 So Carson Ave Tulsa, OK 74119

Re: Midwest City - Mid-America Park Survey Area

To whom it concerns,

As per your request, Bancroft has prepared the following scope and fee proposal for the approximate 1-acre topographic survey.

Scope of Work

Scope will follow the limits on the attached exhibit provided by the Client and will include the following.

- Establish Horizontal and Vertical Control outside of work zone, every 500'.
 - Control will be provided on NAD 83 (11) and NAVD 88.
- Topographic Survey
 - Cross sections from right of way to right way will include:
 - Pavement
 - Buildings
 - Sidewalk
 - Driveways (material noted)
 - Property improvements
 - Mailboxes
 - Planters and landscaping
 - Trees and vegetation
 - Water
 - Fire hydrants
 - Waterline valves
 - Water meters



- o Storm Sewer
 - Curb hoods and grates (size and material type noted)
 - Culverts (size and material type noted)
 - Storm Manholes
 - · Rim and flow line elevations
 - Material type of structure
 - Pipe flow directions (size and material type noted)
- Sanitary Sewer
 - Sanitary Sewer Manholes
 - Rim and flow line elevations
 - · Material type of structure
 - Pipe flow directions (size and material type noted)
- o Miscellaneous Items
 - Underground utilities will be based on the markings provided by OKIE One-call as well as utilizing city atlas and provided maps.

All data will be delivered in Autocad Civil 3D "DWG" file format, utilizing Bancroft surveying and CAD standards. All work will be performed at a lump sum fee.

Lump Sum Fee: \$6,500.00

We look forward to this opportunity to work with you on this project. If you have any questions or concerns regarding the scope or fee, please do not hesitate to call me.

Respectfully Submitted, Bancroft Design

Daniel McPeek (405) 743-3355



Project Scope:





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 James Surber, PE to the newly

created Trades' Advisory Board. (D. Maisch – City Attorney).

Date: June 24, 2025

At the April, 2025 meeting of the City Council, the City Council appointed six (6) of the nine (9) members of the Trades' Advisory Board.

The three positions that remained vacant were:

- Plumber, licensed by the State of Oklahoma
- Fire Protection Engineer, licensed by the State of Oklahoma; and
- Industrial Safety Professional.

Placed before you is the name of James Surber to fill the Fire Protection Engineer position with the Trades' Advisory Board. Jim is a Fire Protection Engineer, licensed by the State of Oklahoma and currently working at Tinker Air Force Base. Jim's bio is included. The appointment is for three (3) years, commencing on July 1, 2025 and expiring on June 30, 2028.

The previous six (6) appointments to the Trades' Advisory Board were:

- Engineer, licensed by the State of Oklahoma Gary Boerger, Midwest City resident, 1276 Three Oaks Cir, term expires April 30, 2028.
- Mechanical Contractor, licensed by the State of Oklahoma Kale Harper, Midwest City resident,501 Buckboard Ln, term expires April 30, 2028.
- Electrical Contractor, licensed by the State of Oklahoma Doyle Kelso, Midwest City resident, 200 Shelby Ln, term expires April 30, 2028.
- Structural Engineer, licensed by the State of Oklahoma; Kahl Wilson Licensed Architect, term expires April 30, 2028.
- Architect, licensed by the State of Oklahoma Architect Matt Webber Licensed Architect, term expires April 30, 2028.
- General Contractor Alan Clark, term expires April 30, 2028.

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



City Attorney, Donald D. Maisch

100 N. Midwest Boulevard Midwest City, OK 73110 DMaisch@midwestcityok.org Office: 405.739.1203 www.midwestcityok.org

Respectfully submitted,

Donald D. Maisch City Attorney



BIOGRAPHY



UNITED STATES AIR FORCE

JIM SURBER, PE, CFPS

Mr. Jim Surber is the Base Fire Protection Engineer and Designated Fire Protection Engineer (DFPE) for Tinker Air Force Base (AFB), Oklahoma, serving as the principal fire protection engineering and life safety Subject Matter Expert (SME) and advisor to the Civil Engineering Directorate. In this role, he provides leadership and technical expertise in developing and implementing comprehensive fire protection plans and strategies aligned with Air Force and Department of Defense requirements. He establishes fire protection engineering standards, reviews complex project designs, provides expert consultation on fire protection issues, and evaluates the effectiveness of existing fire protection systems to ensure continuous improvement and enhance safety across the installation. Mr. Surber also serves on three National Fire Protection Association (NFPA) technical code committees: the Fundamentals of Fire Alarm and Signaling Systems Technical Committee (Principal), the Emergency



Communication Systems Technical Committee (Alternate), and the Airport Facilities Technical Committee (Alternate).

Prior to his current position, Mr. Surber was the Fire Protection Engineer for the 76th Maintenance Support Group at Tinker AFB, where he served as the fire protection and life safety SME for the Oklahoma City Air Logistics Complex, providing technical reviews, fire protection systems' design, and evaluating fire protection policies. Before entering civilian government service, Mr. Surber gained valuable design, inspection, and consulting experience in the private sector as a Fire Protection Engineer at Guernsey and Poole Fire Protection. Mr. Surber also entered the Oklahoma Air National Guard in July 2004, where he served until his honorable discharge in 2010. Contributions to the Oklahoma fire protection community have also included serving as an Instructor for Oklahoma State University CEAT Professional Development, as a Speaker at multiple Fire Marshals Association of Oklahoma (FMAO) conferences, and as an Instructor for the Oklahoma State Firefighters Association (OSFA) State Fire School.

EDUCATION

2005 Air Transportation Technical School, Lackland AFB, Texas 2010 Bachelor of Science, Fire Protection and Safety Engineering Technology, Oklahoma State University, Oklahoma

ASSIGNMENTS

- 1. July 2004 June 2010, Oklahoma Air National Guard, Air Transportation Journeyman, 137th Aerial Port Squadron, Oklahoma City, Oklahoma
- 2. July 2010 May 2014, Private Sector, Fire Protection Engineer, Poole Fire Protection, Olathe, Kansas
- 3. May 2014 Sep 2019, Private Sector, Fire Protection Engineer, Guernsey, Oklahoma City, Oklahoma
- 4. Sep 2019 May 2021, Dept. of the Air Force, Fire Protection Engineer, Engineering Branch, 76th Maintenance Support Group, Tinker AFB, Oklahoma
- Aug 2022 July 2023, Higher Education, Instructor, Oklahoma State University CEAT Professional Development, Stillwater, Oklahoma
- 6. May 2021 Present, Dept. of the Air Force, Base Fire Protection Engineer, Engineering Division, 72'd Civil Engineer Directorate, Tinker AFB, Oklahoma

LICENSURE / CERTIFICATIONS

Professional Engineer (PE), Fire Protection, Oklahoma and Maine

Certified Fire Protection Specialist (CFPS), NFPA Fire Inspector I, International Code Council (ICC)

Fire Fighter I, International Fire Services Accreditation Congress (IFSAC)

Fire Fighter I, Pro Board

Hazardous Materials First Responder - Awareness Level, IFSAC

Hazardous Materials First Responder - Awareness Level, Pro Board

MAJOR AWARDS AND DECORATIONS

Category III Civilian of the Quarter, 72rd Civil Engineer Directorate, Tinker AFB, Oklahoma Air Reserve Forces Meritorious Service Medal, 137th Aerial Port Squadron, Oklahoma City, Oklahoma Humanitarian Service Medal, 137th Aerial Port Squadron, Oklahoma City, Oklahoma Oklahoma Commendation Medal, 137th Aerial Port Squadron, Oklahoma City, Oklahoma

Professional Organizations

Fire Marshals Association of Oklahoma National Fire Protection Association Society of American Military Engineers (SAME) Society of Fire Protection Engineers Society of Fire Protection Engineers – Oklahoma Chapter

(Current as of May 2025)

City Manager

100 N. Midwest Boulevard Midwest City, OK 73110 tlyon@midwestcityok.org www.midwestcityok.org

Office: 405.739.1201

MEMORANDUM

To: Honorable Mayor and Council

From: Tim Lyon, City Manager

Date: July 22, 2025

Subject: 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.

Commissioner Hussain volunteered, was nominated and appointed to fulfill the unexpired term of former Hon. Senator Dave Herbert after he resigned from the URA in October 2023. Commissioner Hussain agreed to continue to serve if reappointed.

Based upon Title 11 O.S. § 38-107(B). Urban Renewal Authority. "...the mayor, subject to the approval of the municipal governing body, shall appoint a Board of Commissioners consisting of five (5) members. The term of office of each such Commission member shall be for three (3) years...," Therefore, Mayor Dukes is recommending Commissioner Hussain be reappointed to the Midwest City Urban Renewal Authority to fill the three-year term that expires July 31, 2028.

Mr. Hussain is a lifelong Midwest City resident with a Bachelor of Arts in Church Administration. Since 2005, he has been the Owner/Operator of The Underground Coffee.

We have confirmed that Mr. Hussain meets all criteria set forth in State Law; thus, is eligible for reappointment to the Midwest City Urban Renewal Board.

Midwest City Urban Renewal Authority Trustees

	Original Appointment	Term Expiration
Commissioner Jacob Hussain	10-24-2023	07-31-2025
Commissioner Ted Nugent	05-28-2024	07-31-2026
Secretary Sherry Beaird	06-13-2017	07-31-2026
Chairman Wade Moore	07-27-2021	07-31-2027
Vice-Chairman Aaron Budd	05-16-2023	07-31-2026

Tim L. Lyon, City Manager



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 Suzi Byrne to the Tree Board for a

term of three (3) years. (D. Maisch – City Attorney).

Date: June 24, 2025

Pat Byrne (Ward 2) has nominated Suzi Byrne to serve on the Tree Board. Suzi has previously served as a past Tree Board member and enjoyed her time on the Tree Board. Ms. Hurst has resigned from the Tree Board.

Midwest City Tree Board Members

Vacant (Ward 1) Vacated Date: November 14, 2023 Erin Hurst (Ward 2) Term Date: December 09, 2025 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

Suzi's Bios is included with this agenda item.

Respectfully submitted,

Donald D. Maisch, City Attorney

Bio for Suzi Byrne - June 24, 2025 meeting.

Suzi Byrne is a lifelong resident of Midwest City, a proud graduate of the Mid-Del School system, Midwest City High School and is Bomber for Life.

She retired in 2012 after an over 40 year career with the Department of Defense at Tinker AFB. She was a past member of the Tree Board and stepped away approximately 3 years ago due to health concerns. She is an avid gardener and is a strong supporter of the Tree Board.

She enjoyed her time in the Tree Board and looks forward to becoming involved with it again.

Suzi is also the wife of the current Ward 2 Councilman Pat Byrne.



City of Midwest City Police Department

100 N. Midwest Boulevard Midwest City, OK 73110 Office 405.739.1320

Fax 405.739.1398

Memorandum

TO:

Honorable Mayor and City Council

FROM:

Greg Wipfli, Chief of Police

DATE:

June 24, 2025

SUBJECT:

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. (G. Wipfli-Police Chief)

The items identified are property that the Midwest City Police Department no longer needs or uses and has been removed from service. Staff recommends that this item be declared surplus.

060023 2016 Chevrolet Caprice G3NS5U2XGL219827

Auction services are provided to the City by:

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

Staff recommends approval.

Greg Wipfli

Greg Wipfli, Chief of Police



DISCUSSION ITEMS

Community Development Department



100 N. Midwest Blvd, Midwest City, OK

To: Honorable Mayor and Council

From: Matt Summers, Community Development Director

Date: June 24, 2025

Subject: (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.

Executive Summary: The applicant is requesting to amend the Comprehensive Plan to Office / Residential land use and rezone the subject property to a Simplified Planned Unit Development ("SPUD").

The subject property is currently vacant, and the Applicant is proposing to develop the property into a dog daycare, dog boarding, and dog grooming facility.

A SPUD is being proposed to reduce complexity and 'right-size' the parking requirements for the development.

The SPUD proposes to allow dog kennel and dog grooming as a permitted by right use on the subject property. The SPUD also proposes setting the parking requirement at 1 parking space per 350 square feet of gross floor area. The SPUD proposes to provide

enhanced landscaping as an amenity for the proposed development.



Staff complied with all state and local notification requirements. At the time the staff report was written, staff had received one phone call inquiring about the nature of the application.

The applicant was present and addressed the Planning Commission. The applicant clarified during the meeting that animal sales are not proposed for the subject property. 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- June 3, 2025 City Council- June 24, 2025

Date of Pre-Development Meeting: March 19, 2025

Council Ward: Ward 2, Pat Byrne

Page 2 June 24, 2025

PC-2213

Owner: Joanna Smith

Applicant: M & L Property Holdings, LLC

Proposed Use: Dog daycare, dog boarding, and dog grooming

Size: The subject property contains an area of 87,087 square feet more or less

Development Proposed by Comprehensive Plan:

Area of Request: Single-Family Detached Residential North: Single-Family Detached Residential South: Single-Family Detached Residential East: Single-Family Detached Residential West: Single-Family Detached Residential

Zoning Districts:

Area of Request: R-6 (Single-Family Detached Residential)
North: R-6 (Single-Family Detached Residential)

South: PUD (Planned Unit Development)

East: R-6 (Single-Family Detached Residential)
West: R-6 (Single-Family Detached Residential)

Current Land Use:

Area of Request: Vacant

North: Single-Family Residential

South: Office

East: Single-Family Residential

West: Oil/Gas Well

Comprehensive Plan Citation:

The Future Land Use designation for the subject property is Single-Family Detached Residential, which does not match the proposed SPUD zoning sought by this application, therefore a resolution to amend the Future Land Use Map in the Comprehensive Plan must be made if this application is to be approved. This application proposes to amend the Future Land Use designation for the subject property to Office/Retail, which are described below.

Office/Retail Land Uses

Retail land uses areas are intended to provide for a variety of retail trade, personal, and business services and establishments. Retail establishments generally require greater visibility than do other types of non-residential land uses (e.g., office, commercial). Office uses include professional offices for lawyers, doctors, realtors, and other professionals. Office land uses are generally appropriate in all other non-residential areas of the City. Office development should be compatible with any adjacent residential area.

Comprehensive Plan Analysis

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

• Will the proposed change enhance the site and the surrounding area?

- The proposed zone change would enhance the surrounding area by allowing for reasonable development on an undeveloped site. Given the proximity to the oil/gas wells to the west and frontage on an arterial road, the subject property is not well suited to development as single-family detached residential.
- Is the proposed change a better land use than that recommended by the Future Land Use Plan?
 - The proposed land use is a better land use for the site based on its proximity to an arterial road and the adjoining land uses.
- Will the proposed use impact adjacent residential areas in a negative manner? Or will the proposed use be compatible with, and/or enhance, adjacent residential areas?
 - The proposed use could impact adjacent residential areas in a negative matter if protective buffers are not put in place. The Zoning Regulations call for screening along properties zoned for residential use. In addition, the applicant has proposed to preserve tree lines on the north and western sides of the subject property.
- Are uses adjacent to the proposed use similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility?
 - Not all uses adjacent to the subject property are similar in nature, but the proposal helps protect the integrity of the existing single-family development. The proposal would be compatible with the abutting apartment complex and neighborhood.
- Does the proposed use present a significant benefit to the public health, safety, and welfare of the community? Would it contribute to the City's long-term economic well-being?
 - While there is no significant benefit to public health or safety of the community, approval
 of the resolution to amend the Comprehensive Plan would allow the subject property to be
 used in a manner that would allow it to contribute to the City's long-term economic wellbeing.

In addition to the above questions posed by the Comprehensive Plan, staff also considers the policy guidance given by the Future Land Use Chapter of the Comprehensive Plan. Policy 8 provides guidance on the development of "mid-block" areas such as the subject property stating that light retail is appropriate in these areas.¹ The uses proposed by this application would fall into this category.

Based on the analysis above, staff recommends approval of a resolution amending the Comprehensive Plan for the subject property.

Municipal Code Citation:

2.26. – SPUD, Simplified Planned Unit Development

2.25.1. *General Provisions*. The simplified planned unit development, herein referred to as SPUD, is a special zoning district that provides an alternate approach to conventional land use controls to produce unique, creative, progressive, or quality land developments.

The SPUD may be used for particular tracts or parcels of land that are to be developed as one unit according to a master development plan map.

¹ (Sefko Planning Group - Freese and Nichols, Inc., 2008)

Page 4 PC-2213

The SPUD is subject to special review procedures within 7.4 SPUD Application and Review and once approved by the City Council it becomes a special zoning classification for the property it represents.

- 2.26.2. *Intent and Purpose*. The intent and purpose of the simplified planned unit development provisions are to ensure:
 - (A) *Innovative land* development. Encourage innovative development and protect the health, safety and welfare of the community;
 - (B) *Efficient use of land.* Encourage efficient use of land, facilitate economic arrangement of buildings and circulation systems.
 - (C) Appropriate limitations and compatibility. Maintain appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the comprehensive plan.

History:

1. (PC-2213) On June 3, 2025, the Planning Commission recommended approval of this item.

Next Steps:

If Council approves this rezone, the applicant can proceed with platting and application for building permits.

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 thirty-six (36) inch line along the east side of Post Road. 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 east side of Post Road 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 parcel is from Post Road. Post Road is classified as a secondary 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

PC-2213

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

Easements and Right-of-Way

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

Fire Marshal's Comments:

The applicant will need to ensure the fire department hose lines can reach all sides of the facility within 150 ft. of S. Post Road or provide fire lanes along the North Easement and in the parking lot. Dependent on if they enclose the back area, fire protection systems will be analyzed during the building permit review. A fire hydrant needs to be located on the west side of S. Post Road if there is not one within 400 feet to the north or south.

Planning Division:

Staff met with the applicant on March 19, 2025, for a pre-application meeting.

The subject property is currently undeveloped, and the Applicant is proposing to develop the property into a dog daycare, dog boarding, and dog grooming facility.

SPUD Review

Underlying Zoning: C-3 (Community Commercial District)

Use Modifications:

The SPUD proposes to allow use category 4.4.9. *Animal Sales and Services: Kennels and Veterinary, General* by right. Staff supports this use at this location. The properties immediately to the south and west are used as a medical office and oil/gas wells respectively. The property to the north is used residentially, but the applicant's plan to maintain a tree line along the north should mitigate off-site impacts.

The SPUD also proposes to amend the parking requirement for the proposed use from 1 space per 150 square feet to 1 parking space per 350 square feet. Staff supports this amendment of the parking standard because the base standard assumes certain veterinary uses will also occur on site. For the proposed use, the parking demands are reduced as many customers will only need short stays to pick up or drop off pets.

This application is supported by the Comprehensive Plan, and the SPUD proposes minimal modifications to the underlying C-3 zoning district. The Planning Commission unanimously recommended approval of this application.

Action is at the discretion of the City Council.

Action Required:

Approve or reject to amend the Comprehensive Plan from Single-Family Detached Residential Land Use to Office/Retail Land Use; and to approve or reject the ordinance to redistrict from R-6 (Single-Family Detached Residential) to SPUD (Simplified Planned Unit Development), for the property noted herein, subject to staff comments as found in the June 24, 2025 City Council agenda packet and made part of PC-2213 file.

Suggested Motions:

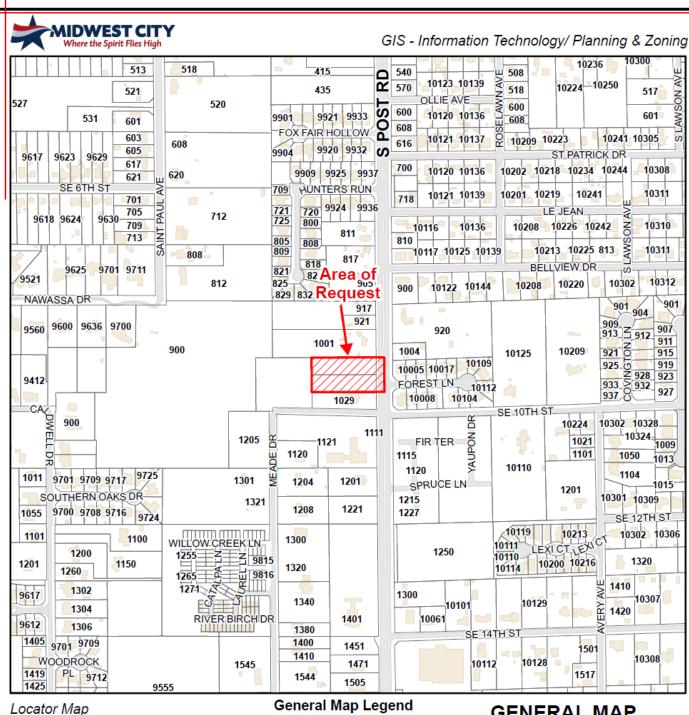
"To approve the resolution amending the Comprehensive Plan to Single-Family Detached Residential Land Use subject to Staff Comments found in the June 24, 2025, City Council agenda packet and made a part of the PC-2213 file."

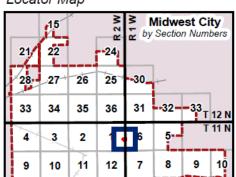
"To approve the ordinance redistricting the property noted herein to the Simplified Planned Unit Development with underlying C-3 zoning district subject to Staff Comments found in the June 24, 2025, City Council agenda packet and made a part of the PC-2213 file."

Please feel free to contact the Community Development Department at (405) 739-1228 with any questions.

Matt Summers, AICP

Community Development Director





Created on May 27, 2025 using ArcPY script - PC-2213

Buildings

Edge of Pavement

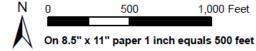
MWC City Limits

Railroads

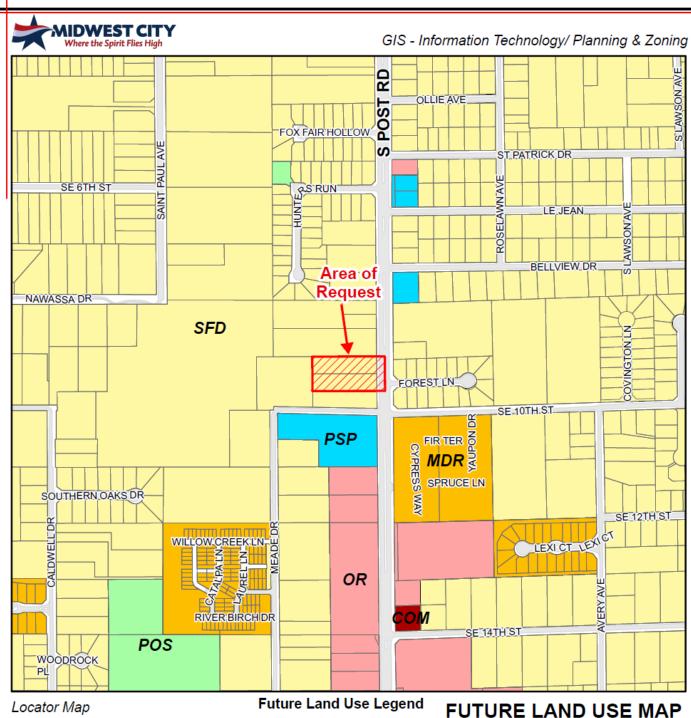
→ Active

Inactive / Closed

GENERAL MAP FOR PC-2213 (SE/4, Sec. 1, T11N, R2W)



THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS ATTHAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



Locator Map

Midwest City 15 by Section Numbers 22 24 28 27 26 25 -30 33 T 12 N 33 34 35 36 31 32 5-4 3 2 12 8 10 9 10

Created on May 27, 2025 using ArcPY script - PC-2213

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

Industrial

Town Center

Ν

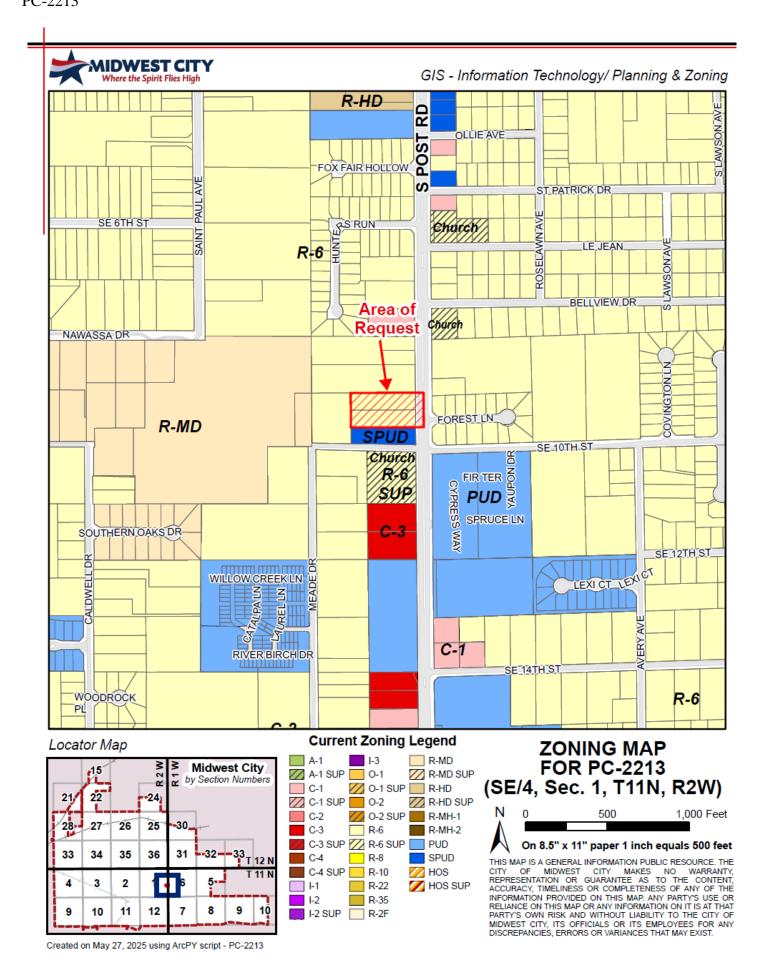
1,000 Feet 500 On 8.5" x 11" paper 1 inch equals 500 feet

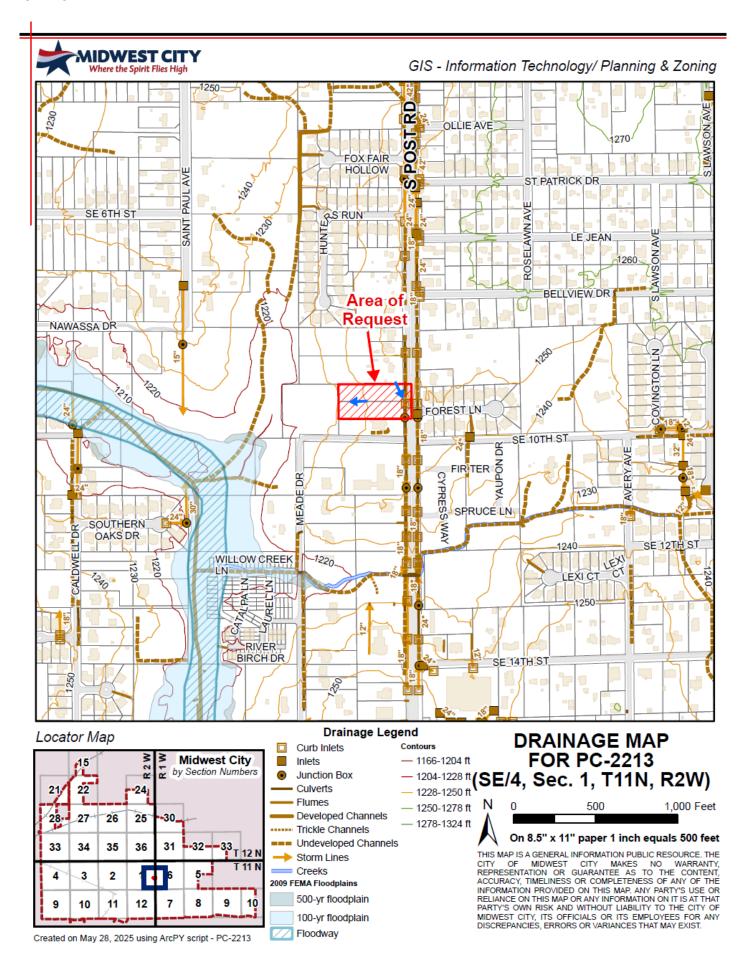
FOR PC-2213

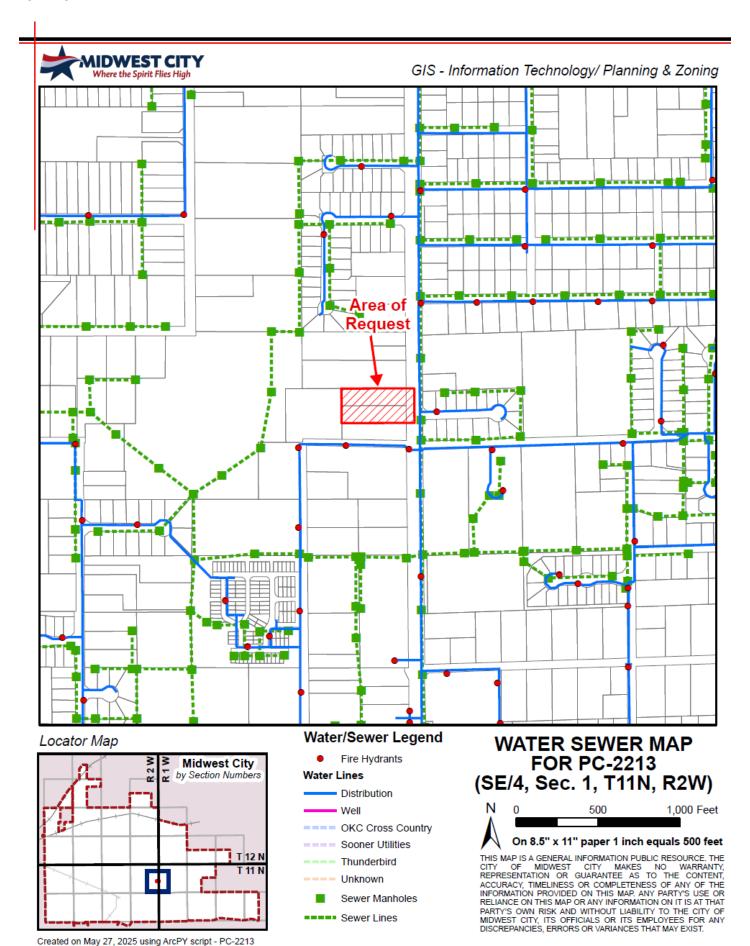
(SE/4, Sec. 1, T11N, R2W)

THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE

THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.









Matt Summers, Director of Planning & Zoning Tami Anderson, Administrative Assistant Emily Richey, Current Planning Manager Julie Shannon, Planner III Cameron Veal, Planner I

Simplified Planned Unit Development

The following is to be used if the request is for a Simplified Planned Unit Development. If this request is not for a Simplified Planned Unit Development, do not complete the next 2 pages.

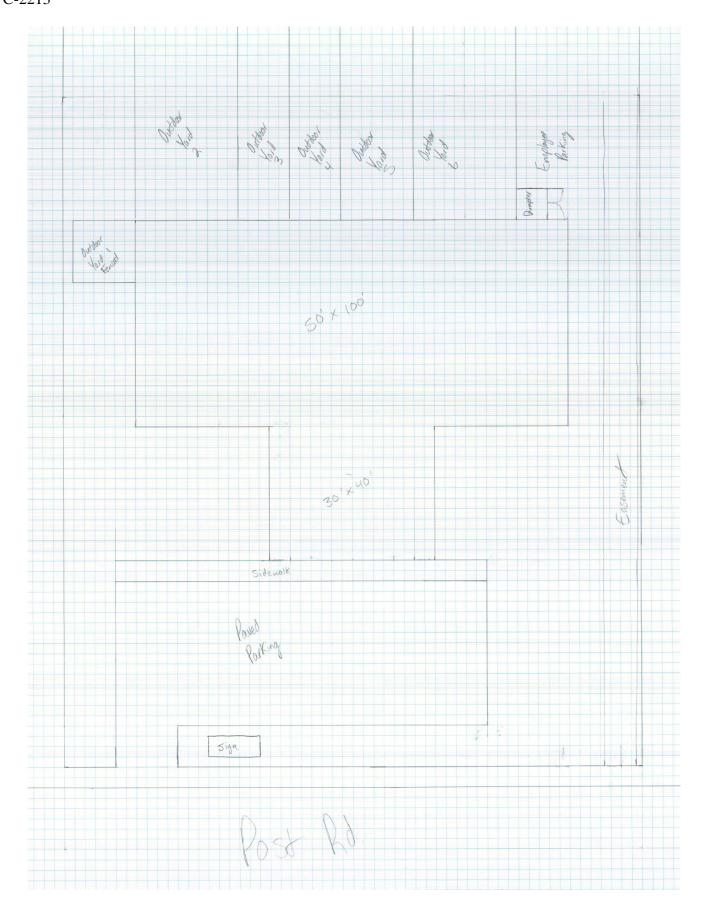
This document serves as the DESIGN STATEMENT and fulfills the requirement for the SPUD. The Special Development Regulations section of the form must be completed in its entirety. If the applicant proposes additional, more restrictive, design criteria than established in the Special Development Regulations, please elaborate under Other Development Regulations.

Sp	pecial Development Regulations			
1.	List of the owners and/or developers: Austin & Michaula Moyer			
2	Please list the adjoining land uses, both existing and proposed. North: residential			
	South: Commercial			
	East: Orst Rd			
	West: residential			
3.	Please list the use or uses that would be permitted on the site.			
	and dayrake, dog boarding, and dog grooming			
4.	This site will be developed in accordance with the Development Regulations of the zoning district.			
5.	Please list all applicable special development regulations or modified regulations to the base zoning district: Kennels and growing are permitted by right -			
6.	Please provide a statement of the existing and proposed streets, including right-of-way standards and street design concepts:			
7.	Please describe the physical characteristics of the following: Sight-proof screening proposed: the lane on north 4 west			
	Landscaping proposed: 14 shrubs, 10 tens, and flowers throughout			
	Signs proposed: sign on building & potential entrance sign			



Matt Summers, Director of Planning & Zoning Temi Anderson, Administrative Assistant Emily Richey, Current Planning Manager Julie Shannon, Planner II Cameron Veal, Planner I

	Proposed access points: 04	f Post Va	
	Drainage information: Ava	inage to be constinues	d in aciadanci
3.	Existing or proposed building Maximum building height:	g size: (0700 SQ FY	
	Number of existing or propo	sed buildings:one	
	-	ont: <u>60</u>	
		les: 60	
		ar:150	SEATE TO THE
9.	Please provide a description	of the proposed sequence of develop	ment.
	Juna dearing, toll	mula by building ponst	
		and a little desired and a line	and the second s
	paveing lot, yo	ras/ reviung in back.	then landsacion
	paveing cot, is	was remand in back,	then landsection
	pavang wot, yo	vast rending in back,	then landsapin
	pavang w+, yo	vast rending in back,	then lancisaspin
	pavang w+, ya	vast rending in back,	tuen lancisespin
0	Other Development Regulation	ons	then lanciseppin
PI	Other Development Regulation lease list any other amenities	ons or controls included in the SPUD:	
PI	Other Development Regulation lease list any other amenities	ons or controls included in the SPUD:	
PI	Other Development Regulation lease list any other amenities of the land land (List	ons or controls included in the SPUD: Hed under landscaping of	
PI	Other Development Regulation lease list any other amenities of the land land (List	ons or controls included in the SPUD:	
PI	Other Development Regulation lease list any other amenities of the land land (List	ons or controls included in the SPUD: Hed under landscaping of	
P1 V	Other Development Regulation lease list any other amenities of the land scaping (List Off Sct the property of	ons or controls included in the SPUD: Hed under landscaping of	
PI W	Development Regulation lease list any other amenities of the Condition (List Off Sct t	ons or controls included in the SPUD: Hed water landscaping pencing usted in #5.	
PI W	Other Development Regulation lease list any other amenities of the land scaping (List Off Sct the property of	ons or controls included in the SPUD: Hed water landscaping pencing usted in #5.	
PI W M Ex	Development Regulation lease list any other amenities of the Condition (List of School Condition of School	ons or controls included in the SPUD: Hed under landscaping pericing usted in #5.	voposed) to
PI W M Ex	Development Regulation lease list any other amenities of the land scaping (is off Sct the property of the prop	ons or controls included in the SPUD: Hed wider landscaping of the serving usted in #5.	voposed) to
PI W M Ex	Development Regulation lease list any other amenities of the land scaping (is off Sct the property of the prop	ons or controls included in the SPUD: Hed under landscaping pericing usted in #5.	voposed) to
PI W M Ex	Development Regulation lease list any other amenities of the land scaping (is off Sct the property of the prop	ons or controls included in the SPUD: Hed wider landscaping of the serving usted in #5.	voposed) to
PI W M Ex	Development Regulation lease list any other amenities of the land scaping (is off Sct the property of the prop	ons or controls included in the SPUD: Hed wider landscaping pericing usted in #5. On Hed rdance with the Master Development in conjunction with this request.	Plan Map as submitted to
PI W M Ex	Development Regulation lease list any other amenities of the land scaping (is off Sct the property of the prop	ons or controls included in the SPUD: Hed wider landscaping pericing usted in #5. On Hed rdance with the Master Development in conjunction with this request.	voposed) to



1	PC-2213
2	RESOLUTION NO
3	A RESOLUTION AMENDING THE COMPREHENSIVE PLAN MAP CLASSIFICA-
4	TION FROM SINGLE-FAMILY DETACHED RESIDENTIAL LAND USE TO OF- FICE/RETAIL LAND USE FOR THE PROPERTY DESCRIBED IN THE RESOLUTION
5	WITHIN THE CITY OF MIDWEST CITY, OKLAHOMA.
6	WHEREAS, currently the Comprehensive Plan Map of Midwest City, Oklahoma shows the fol-
7	lowing described property identified, for future planning purposes, as Single-Family Detached Residential:
8	
9	For the property described as a tract of land located in the Southeast Quarter (SE/4) of Section One (1), Township Eleven (11) North, Range Two (2) West of the Indian Merid-
10	ian, Oklahoma County, Oklahoma, located at 1015 & 1025 S. Post Road, Midwest City,
11	OK.
12	
13	WHEREAS, it is the desire of the applicant to amend the future planning classification of the above referenced property from Single-Family Detached Residential to Office/Retail.
14	WHEREAS, with the applicant's request the change in future planning classification complies
15	with the City's Comprehensive Plan.
16	WHEREAS, the applicant has met both state and local notification requirements.
17	NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MIDWEST CITY,
18	OKLAHOMA COUNTY, STATE OF OKLAHOMA:
19	That the classification of above described property located in Midwest City, Oklahoma is hereby
20	changed from Single-Family Detached Land Use to Office/Retail Land Use on the Comprehensive Plan Map.
21	
22 23	PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the day of, 2025.
24	THE CITY OF MIDWEST CITY, OKLAHOMA
25	
26	MATTHEW D. DUKES II, Mayor
27	ATTEST:
28	
29	SARA HANCOCK, City Clerk
30	
31	APPROVED as to form and legality this day of, 2025.
32	
33	DONALD MAISCH, City Attorney
34	
35	
36	
20	

1	PC-2213
2	ORDINANCE NO
3	AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY
4	DESCRIBED IN THIS ORDINANCE FROM R-6, SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT TO SPUD, SIMPLIFIED PLANNED UNIT DEVELOPMENT,
5	AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY'S ZONING DISTRICT;
6	AND PROVIDING FOR REPEALER AND SEVERABILITY
7	BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:
8	<u>ORDINANCE</u>
9	<u>SECTION 1</u> . That the zoning district of the following described property is hereby reclassified
10	from R-6, Single-Family Detached Residential District to SPUD, Simplified Planned Unit Development with the C-3 zoning district as a base zoning subject to the conditions contained in the
11 12	PC-2213 file, and that the official Zoning District Map shall be amended to reflect the reclassification of the property's zoning district as specified in this ordinance:
13	For the property described as a tract of land located in the Southeast Quarter (SE/4) of
14	Section One (1), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 1015 & 1025 S. Post Road, Midwest City,
15	OK.
16	<u>SECTION 2</u> . That the SPUD master plan is adopted for the property described by the legal description in Section 1. The master plan is included in this ordinance as Exhibit A. Any modifi-
17	cations, revisions, or expirations of the SPUD master plan will be handled in accordance with Appendix A of the Midwest City Municipal Code.
18	SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are
19	hereby repealed.
20	<u>SECTION 4</u> . <u>SEVERABILITY</u> . If any section, sentence, clause or portion of this ordinance is
21	for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.
22	PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
23	on the, 2025.
24	THE CITY OF MIDWEST CITY, OKLA-
2526	HOMA
27	
28	MATTHEW D. DUKES II, Mayor ATTEST:
29	
30	SARA HANCOCK, City Clerk
31	SARATIMI VEGER, City Clerk
32	APPROVED as to form and legality this day of, 2025.
33	
34	DONALD MAISCH, City Attorney
35	
36	



Community Development Department

100 N. Midwest Blvd, Midwest City, OK

To: Honorable Mayor and Council

From: Matt Summers, Community Development Director

Date: June 24, 2025

Subject: (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.

Executive Summary: The applicant is requesting to rezone the subject property from R-6, C-1, C-3, C-4 and I-2 to PUD, Planned Unit Development, governed by the C-3 (Community Commercial) District.

The site is approximately 14.5 acres in size and is located at the southwest corner of the intersection of SE 29th Street and S. Douglas Boulevard.

If approved, the applicant may proceed with the platting process through the Planning and Zoning Department. All applicable code requirements shall be observed.

The proposed PUD would allow for a variety of uses focused on eating establishments, recreation, and retail sales.

Both state and local notification requirements were met. Staff has received one phone call inquiring about the nature of this application.



The applicant was present and addressed the Planning Commission. At the public hearing before the Planning Commission, there was one neighboring property owner who had questions about the proposed uses for the subject property. The Planning Commission unanimously recommended approval of this application.

Action is at the discretion of the City Council.

Dates of Hearing:

Planning Commission- June 3, 2025 City Council- June 24, 2025

Pre-Application Meeting Date:

February 25, 2025

Council Ward: Ward 2, Pat Byrne

Owner: Midwest City Memorial Hospital Authority

Page 2 June 24, 2025

PC-2216

Applicant: Midwest City Memorial Hospital Authority

Proposed Use: Office/Retail

Size: The subject property has a frontage of 1223 off SE 29th St., a depth of 664 feet, and contains an area of 14.48 Acres, more or less.

Development Proposed by Comprehensive Plan:

Area of Request: Office / Retail North: Office / Retail

South: I-40

East: City of OKC West: Office / Retail

Zoning Districts:

Area of Request: R-6, C-1, C-3, C-4, & I-2

North: SPUD, C-4, & I-2

South: I-40

East: City of OKC

West: PUD

Land Use:

Area of Request: Vacant (Former Commercial and Residential uses)

North: Retail South: I-40

East: City of OKC West: Self Storage

Municipal Code Citation:

2.25. PUD, Planned Unit Development

2.25.1. *General Provisions*. The planned unit development, herein referred to as PUD, is a special zoning district category that provides an alternate approach to conventional land use controls to produce unique, creative, progressive, or quality land developments.

The PUD may be used for particular tracts or parcels of land that are under common ownership and are to be developed as one unit according to a master development plan.

The PUD is subject to special review procedures within 7.3 PUD Application and Review (Page 174), and once approved by the City Council it becomes a special zoning classification for the property it represents.

- 2.25.2. *Intent and Purpose*. The intent and purpose of the planned unit development provisions are as follows:
 - (A) *Innovative land* development. Encourage innovative land development while maintaining appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the Comprehensive Plan.
 - (B) *Flexibility within* developments. Permit flexibility within the development to maximize the unique physical features of the particular site.

Page 3 June 24, 2025

PC-2216

- (C) Efficient use of land. Encourage efficient use of land, facilitate economic arrangement of buildings and circulation systems, and encourage diversified living environments and land uses.
- (D) Function, design, and diversity. Achieve a continuity of function and design within the development and encourage diversified living environments and land uses.
- (E) *Modifications to* development *requirements*. Provide a vehicle for negotiating modifications in standard development requirements in order to both encourage innovative development and protect the health, safety and welfare of the community.

Comprehensive Plan Citation

The Future Land Use designation for the subject property is Office/Retail, which matches the proposed uses for the subject property.

Office/Retail Land Uses

Retail land uses areas are intended to provide for a variety of retail trade, personal, and business services and establishments. Retail establishments generally require greater visibility than do other types of non-residential land uses (e.g., office, commercial). Office uses include professional offices for lawyers, doctors, realtors, and other professionals. Office land uses are generally appropriate in all other non-residential areas of the City. Office development should be compatible with any adjacent residential area.

History:

- 1. Parts of the subject property had been previously platted as Gilkison Addition and Douglas Heights in 1954 and 1946 respectively.
- 2. The Planning Commission recommended approval of this application on June 3, 2025.

Next Steps:

If Council approves this rezone, the Applicant can proceed with the appropriate platting approval process and building permits.

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 running along the north side of S.E. 29th Street. A Public Works project funded through the Economic Development Authority and Memorial Hospital Authority is underway to extend a new water main into the site to provide further service

Page 4 June 24, 2025

PC-2216

and increased fire protection. 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 an eight (8) public sanitary sewer main located in an existing utility easement located approximately four hundred feet north of the proposed parcel. A Public Works project funded through the Economic Development Authority and Memorial Hospital Authority is underway to extend a new sewer main to provide service to the site.

Any new building permit will require tying into the public sewer system as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the parcel is from S.E. 29th Street. S.E. 29th Street is classified as a primary arterial in the 2008 Comprehensive Plan. Public road and sidewalk improvements are not required as part of this application. An O.D.O.T. road and intersection project in partnership with the City is underway to provide increased capacity and better access to the site. Any new building permit will require a sidewalk along the frontage of the proposed parcel.

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. Drainage and detention improvements will be constructed as part of any new building permit.

Easements and Right-of-Way

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

Fire Marshal's Comments:

Fire hydrants will be required on a looped water line going through the property. The main entrances from SE 29th Street and S. Douglas Blvd. are required to be accessible by fire apparatus of 110 ft. ladder truck. The Fire Department will evaluate individual tenant needs once building permits are submitted. The developer will need to ensure efficient water is available for potential fire suppression requirements. Fire department connections are required to be located no more than 50 feet from hydrants

Planning Division:

Staff met with the Applicant on February 25, 2025, for a pre-application meeting.

Long Range Plans:

The Applicant is requesting a rezoning for the subject property to a PUD, Planned Unit Development governed by C-3, Community Commercial. The requested zoning is in line with what is called for in the Future Land Use Map in the Comp Plan (Office/Retail).¹

¹ (Sefko Planning Group - Freese and Nichols, Inc., 2008)

Page 5 June 24, 2025

PC-2216

The *Thoroughfare Plan* found in the City's Comprehensive Plan does not require improvements as part of this application. There is an ODOT road and intersection project underway at the intersection of S. Douglas Blvd. and SE 29th St. to provide increased capacity and access.

While the *Trails Master Plan* does not call for a planned trail to go along or through the proposed site. The Palmer Loop Trail will eventually be extended along the north side of SE 29th Street. Access from the subject property to the trail network will be via crosswalk at the intersection of S. Douglas Blvd. and SE 29th St.

This application is supported by the Comprehensive Plan and the Trails Master Plan.

PUD Review:

The following is a summary of the PUD for analysis. Please refer to the PUD Master Plan for the full text of the design statement.

Underlying Zoning: C-3 (Community Commercial District) *Use Modifications*:

- Uses allowed by right:
 - o Business Support Services (4.4.16)
 - Drinking Establishments: Sit-Down, Alcoholic Beverages Permitted (4.4.22)
 - o Eating Establishments: Drive-In (4.4.23)
 - o Eating Establishments: Fast-Foods (4.4.24)
 - o Eating Establishments: Sit-Down, Alcoholic Bev. not Permitted (4.4.26)
 - o Eating Establishments: Sit-Down, Alcoholic Beverages Permitted (4.4.28)
 - o Food and Beverage Retail Sales (4.4.29)
 - o Health Clubs (4.4.37)
 - o Medical Services: General (4.4.41)
 - o Participant Recreation and Entertainment: Indoor (4.4.42)
 - Participant Recreation and Entertainment: Indoor, Alcoholic Beverages Permitted (4.4.43)
 - o Personal Services: General (4.4.46)
 - o Retail Sales and Services: General (4.4.50)
 - o Tourist Accommodations: Lodging (4.4.57)
- Uses allowed with a Special Use Permit
 - o Alcoholic Beverage Retail Sales (4.4.4)
 - o Animal Grooming & Sales (4.4.6)
 - o Convenience Sales and Personal Services (4.4. 21)
 - o Personal Services: Restricted (4.4.45)
 - o Spectator Sports and Entertainment: Restricted (4.4.53)

Subdivision:

The PUD proposes to follow the city requirements for subdivision of property with the exception of a single lot. This exception lot will be created for an area containing environmentally sensitive material.

Amenities:

Signage: The site will have amended sign allowances including (but not limited to) reduced individual freestanding signage, shared pylon signs at specified locations, and prohibition of electronic message boards.

Private Roads:

Page 6 June 24, 2025

PC-2216

The proposed new roads to serve the development are proposed to be private. The development will feature traffic calming measures and raised crosswalks to increase pedestrian safety.

Landscaping:

Landscaping shall be designed for the overall development rather than being the responsibility of individual lots/tenants.

The proposed PUD is supported by the Comprehensive Plan and the Trails Master Plan. Additionally, the proposed PUD should allow for a quality development at this high-traffic and high-visibility intersection. The proposed uses are all appropriate for a commercial development located near an interstate interchange. The PUD proposes relatively few changes from current city regulations, and these changes are reasonable in nature and make sense in the context of the subject property and its location.

If this item is approved by City Council, the applicant may proceed with the platting process(es) and possibly requesting a building permit through the Community Development Department.

The Planning Commission unanimously recommended approval of this application.

Action is at the discretion of the City Council.

Action Required

Approve or reject the ordinance to amend the zoning map from R-6, C-1, C-3, C-4, and I-2 to PUD (Planned Unit Development) governed by C-3 (Community Commercial District) for the property noted herein, subject to staff comments as found in the June 24, 2025, City Council agenda packet and made part of the PC-2216 file.

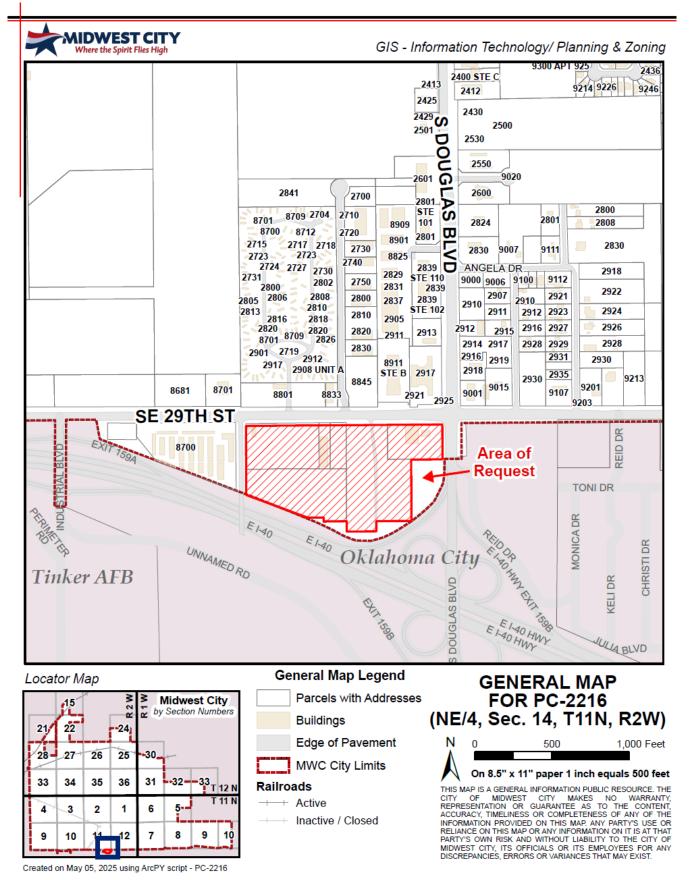
Suggested Motion:

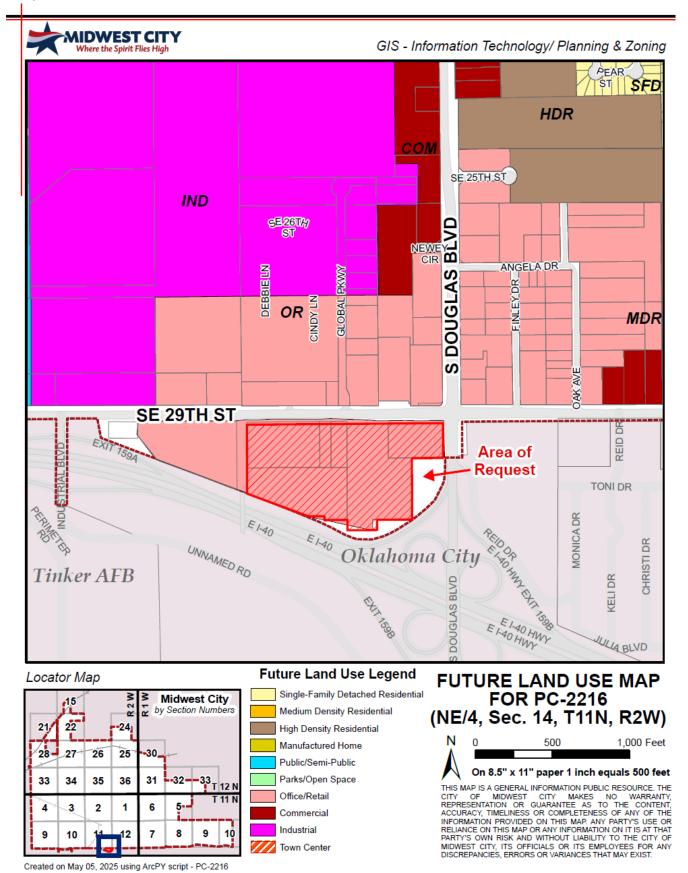
"To approve the ordinance to amend the zoning map to Planned Unit Development ("PUD") for the subject property, subject to staff comments as found in the June 24, 2025, City Council agenda packet and made part of the PC-2216 file."

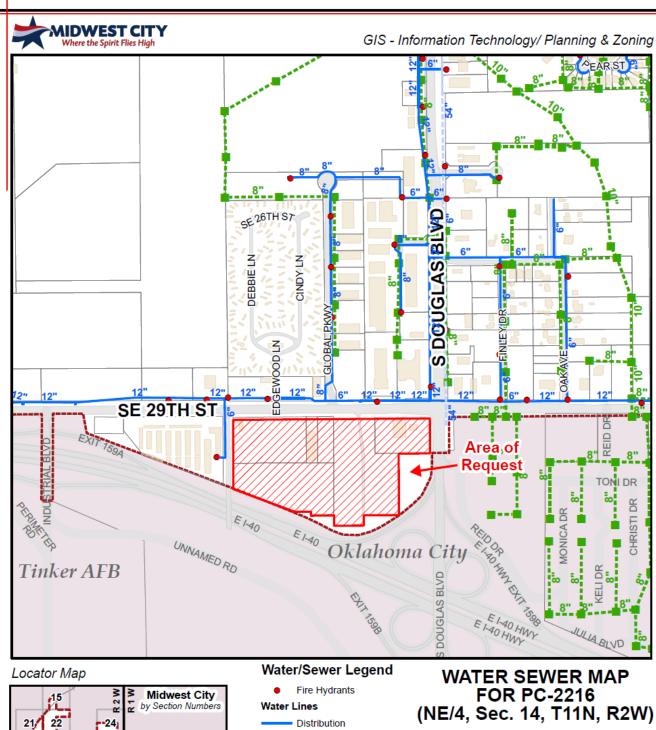
Please feel free to contact the Community Development Department at (405) 739-1228 with any questions.

Matt Summers, AICP

Community Development Director







Well

OKC Cross Country

Sooner Utilities

Thunderbird

Unknown Sewer Manholes

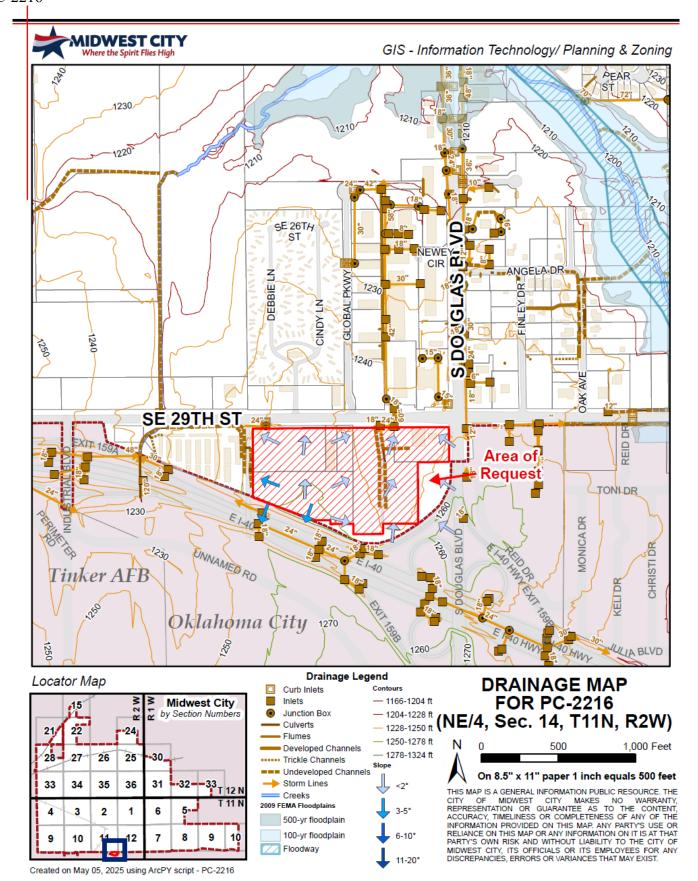
Sewer Lines

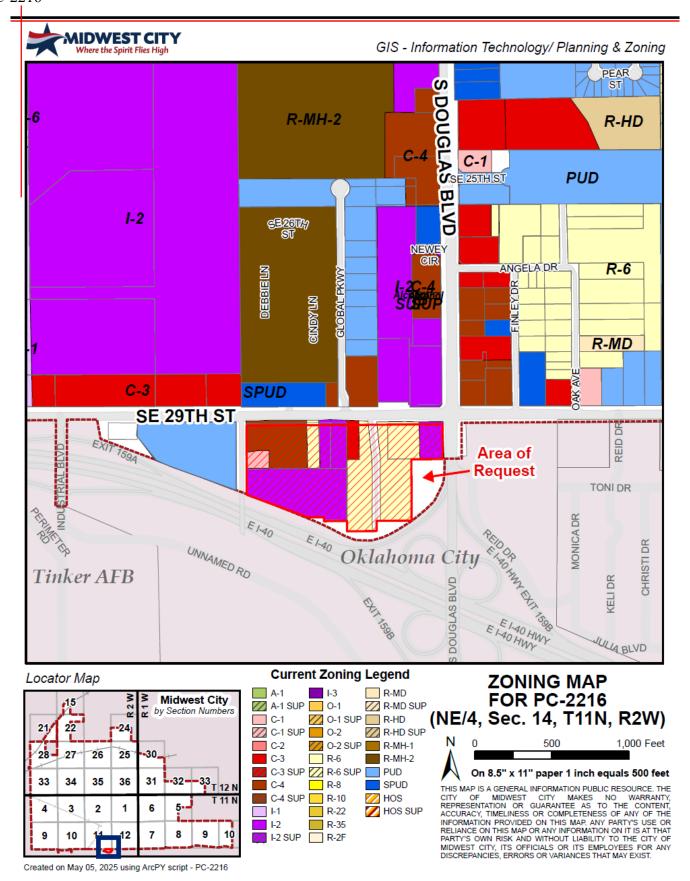
28 27 25 26 30, 33 T 12 N 33 34 35 36 31 -32 T 11 N 3 2 1 6 5• 4 8 10 7

Created on May 05, 2025 using ArcPY script - PC-2216



THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT MAPTING AND REPORTS ON THE PROVIDED ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT MAPTING AND REPORTS ON THE MAPPING THE TABLE OF THE PROVIDENT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.





PUD Design Master Plan

STATEMENT OF PURPOSE

The subject property is approximately 14.48 acres located in the southwest quadrant of SE 29th Street and Douglas Boulevard in Midwest City, Oklahoma, and more particularly described in Exhibit A (the "Property"). The Property is currently underutilized and in need of redevelopment and this PUD will allow for best utilization of the Property and ensure compatibility of the Project and abutting properties. The design standards contained in this PUD will allow for a unique development that will provide for the highest and best use of the Property while ensuring the development is compatible with adjoining land uses, which could not otherwise be achieved through a conventional zoning approach. The City has determined that the redevelopment of the Property will be a significant asset to the City and the public.

1. Incorporation by Reference.

- 1.1. The following exhibits are attached hereto and incorporated by reference:
 - 1.1.1. Exhibit A Legal Description for the "Property;"
 - 1.1.2.Exhibit B Master Development Plan (the "Master Plan");
 - 1.1.3. Exhibit C Relationship to Abutting Uses;
 - 1.1.4.Exhibit D Public Improvements;
 - 1.1.5. Exhibit E Existing and Abutting Zoning Classifications;
 - 1.1.6. Exhibit F Contour Map;
 - 1.1.7.Exhibit G Master Signage Plan;
 - 1.1.8.Exhibit H Landscape Plan.
- Project Description. A shopping center is proposed as a retail Planned Unit Development (the "Retail Project"). The Retail Project combines restaurants and retail shops into an integrated land use plan. Exhibit B sets forth a feasible, yet innovative, use of the Property. This PUD establishes the intensity of use of the Property and appropriate standards and guidelines to assure a desired quality and character of development.
- 3. PUD Property Description / Existing Site Conditions.
 - 3.1. **Location**. The Property is located along SE 29th Street. <u>Exhibit C</u> depicts the Property in relationship to abutting land uses, if any.
 - 3.2. Existing Land Use and Zoning. The existing land use and zoning for the Property is illustrated on Exhibit E. The Property is vacant, except for certain outdated commercial buildings no longer in use.
 - 3.2.1.The zoning of properties immediately adjacent to the Property area as follows: North I-2 and C-4 and Simplified Planned Unit Development; and West I-2 and Planned Unit Development.
 - 3.2.2. The Property's zoning designations are C-1, C-3, C-4, I-2 and R-6.
 - 3.3. Elevation and Topography. The Property exhibits relief across the site with grade differences of approximately thirty (30) feet, from the South to the Northeast and Northwest. The highest elevation on the Property is one thousand two hundred sixty-three (1,263) feet above sea level (South), with the lowest elevation of one thousand two hundred thirty-three (1,233) feet above sea level (Northeast).
 - 3.4. Drainage. Exhibit F shows the existing drainage basins and contours for the Property. On-site detention for the Property will be provided by surface ponds, as depicted on Exhibit B, pursuant to the site plan process consistent with this PUD and City Code.

- 3.5. Soil Characteristics and Tree Cover. The soil conditions on the Property are generally good. The Property is generally made of 32% Urban Land (URB) and 41% Stephenville-Urban Land (SUND) soil group. Both URB and SUND are part of the soil group D. The remainder of the Property (27%±) is made up of Harrah Fine Sandy Loam (HarC), Littleaxe-Urban Land (LtUC) and Renthinurna Land (RnUC). This site has been previously cleared of trees relating to the historic agricultural and commercial uses.
- 3.6. Existing and Proposed Streets. Exhibit B depicts the existing street pattern in the area. These existing street alignments will not be changed as part of the development of the Property. SE 29th Street will be improved as more particularly shown on Exhibit B.
- 3.7. Utilities. The Retail Project will be fully serviced with public water and sewer service that will conform to ODEQ and City requirements. All utilities on the Property will be placed inside a Public Utility Easement dedicated to the City as depicted on Exhibit D, consistent with this PUD, ODEQ and City Code.
- 4. Subdivision. A portion of the Property is the site of an entombment of environmentally sensitive material subject to a No Further Action Letter issued by applicable governmental agencies (the "NFA Property"). To facilitate the redevelopment of the Property with first-class retail and restaurant uses isolated from the issues associated with the NFA Property, the Property may be subdivided pursuant to the attached Exhibit B, subject to the review and approval process set forth in City Ordinances.
- Project Information. The following provisions of this Section 4 shall specifically apply only to the Property.
 - 5.1. Development Regulations. Development of the Property, unless otherwise amended herein, shall be regulated by the Code of the City of Midwest City's (herein "City") Zoning Ordinance concerning the Community Commercial (C-3) district as interpreted and enforced at the time of adoption of this PUD.
 - 5.2. Community Commercial District regulations; however, uses with Sentinel Square are restricted to those listed below:
 - 5.2.1. The following uses are allowed by right:
 - 5.2.1.1. Business Support Services (4.4.16)
 - 5.2.1.2. Drinking Establishments: Sit-Down, Alcoholic Beverages Permitted (4.4.22);
 - 5.2.1.3. Eating Establishments: Drive-In (4.4.23)
 - 5.2.1.4. Eating Establishments: Fast-Foods (4.4.24)
 - 5.2.1.5. Eating Establishments: Sit-Down, Alcoholic Bev. not Permitted (4.4.26)
 - Eating Establishments: Sit-Down, Alcoholic Beverages Permitted (4.4.28)
 - 5.2.1.7. Food and Beverage Retail Sales (4.4.29)
 - 5.2.1.8. Health Clubs (4.4.37)
 - 5.2.1.9. Medical Services: General (4.4.41)
 - 5.2.1.10. Participant Recreation and Entertainment: Indoor (4.4.42)
 - Participant Recreation and Entertainment: Indoor, Alcoholic Beverages Permitted (4.4.43).
 - 5.2.1.12. Personal Services: General (4.4.46)
 - 5.2.1.13. Retail Sales and Services: General (4.4.50)
 - 5.2.2. The following uses are only allowed via Special Use Permit:
 - 5.2.2.1. Alcoholic Beverage Retail Sales (4.4.4)
 - 5.2.2.2. Animal Grooming & Sales (4.4.6)
 - 5.2.2.3. Convenience Sales and Personal Services (4.4. 21)

- 5.2.2.4. Personal Services: Restricted (4.4.45)
- 5.2.2.5. Spectator Sports and Entertainment: Restricted (4.4.53)
- 5.2.3.All outdoor storage is prohibited with the following exceptions:
 - 5.2.3.1. Overnight parking is only allowed for: (i) Tourist Accommodations: Lodging (4.4.57); and light vehicles owned and operated by tenants who control the property where the vehicles are stored. A total of two (2) vehicles per parcel are allowed, and all such vehicles must be operable, street legal and shall be stored behind the rear wall of the primary structure.
- 5.1.3.2 Mobile vendors, including food trucks, are prohibited.
 - 5.1.4 Parking for Lot 5 shall be permitted to include parking on Lot 5A as shown on Exhibit B; otherwise, the same requirement found in C-3 shall be enforced, and each lot shall each individually satisfy the parking requirements for the uses located within its boundaries.
- 5.2.4.All Lots within the Property shall provide cross access rights to the benefit of all other Lots within the Property as shown on Exhibit B.
- 5.3. Sequence of Development. The Property will be developed in a traditional standard development sequence.
- 5.4. Public Improvements. Owner shall construct, or cause to be constructed, the public improvements identified on <u>Exhibit D</u> (the "Public Improvements") as part of the Retail Project, and pursuant to the terms and conditions set forth in this Section.
- 5.5. Development Amenities.
 - 5.5.1.Signage Signage within the Property will comply with the City's sign ordinance except as provided in this Section and <u>Exhibit G</u>. In the event of any conflict between the City's sign ordinance and this PUD (including <u>Exhibit G</u>), this PUD shall control. With respect to any issue not specifically addressed by this PUD (including <u>Exhibit G</u>), the City's sign ordinance shall control.
 - 5.5.1.1. **Pylon Signage –** Pursuant to the Code, the Property would be entitled to two (2) free standing signs pursuant to <u>Exhibit G</u>.
 - 5.5.1.1.1. No other pylon signs shall be permitted on the Property except as provided in this Section.
 - 5.5.1.2. **Monument Signage** Lots 1 7 shall be each permitted a monument sign to be located on SE 29th Street. All monument signs shall be located as provided on <u>Exhibit B</u> and shall be designed consistent with <u>Exhibit G</u>.
 - 5.5.1.3. The following signs are prohibited:
 - 5.5.1.3.1. Electronic message boards
 - 5.5.1.3.2. Roof signs
 - 5.5.2.Private Drive All roads within the Retail Project will be private. The private roads will be constructed pursuant to City Ordinance and standards and placed inside a private cross access roadway easement. The construction and maintenance of the private roads will be the responsibility of the development.
 - 5.5.2.1. The private roads will have 25 mph speed limit signs installed and all way stop signs placed at the main intersection to control traffic flow and speed. Additional signage that states "No Thru Traffic" can be installed to deter traffic from bypassing the SE 29th Street and Douglas intersection.
 - 5.5.2.2. Raised intersection(s) shall be installed at interior intersection(s) within Sentinel Square and shall feature distinct colors, designs and or patterns that aids in traffic calming while promoting the overall theme of the center where possible.

- 5.5.2.3. The private roads will be built to meet the minimum City standards to include 2lane curb and gutter pavement section.
- 5.5.3.Site Lighting Each parcel owner shall ensure that the parking lot lighting installed on its respective parcel is designed, maintained, and operated so as to provide adequate illumination for any common areas in the Retail Project adjacent to or benefitting from such parcel. To promote lighting uniformity throughout the development: (i) pole-mounted lighting shall be limited to a maximum height of twenty feet (20'); (ii) building-mounted lighting shall be limited to a maximum height of fifteen feet (15'); and all pole lighting shall be arranged and shielded to direct light downward and away from adjacent properties, minimizing light spillover. The intent is to ensure consistent and sufficient lighting coverage across the Retail Project for safety, visibility, and aesthetic cohesion, while eliminating the need for separate lighting infrastructure within the Common Areas. To maintain consistency across the development, a common light pole standard shall be established at the time of development of the first parcel. Site lighting shall also comply with all applicable City Ordinances.
- 5.5.4.Landscaping Landscaping materials shall be installed through the Property substantially consistent with the depiction on Exhibit I attached hereto and in compliance with the City Ordinance.
 - 5.5.4.1. Landscape Frontage Green space requirements shall remain, but landscaping shall not be based on parking. Instead, builders are required to install trees and shrubs based on the following formula:
 - 5.5.4.1.1. Public Street and Interstate 40 Frontage:
 - 5.5.4.1.1.1. Trees: 1 tree per 40 feet of lineal foot of frontage; and
 - 5.5.4.1.1.2. Shrubs: 2 shrubs per 40 feet of lineal foot of frontage.
 - 5.5.4.1.2. Internal Private Drive Frontage
 - 5.5.4.1.2.1. Trees: 1 tree per 40 feet of lineal foot of frontage; and
 - 5.5.4.1.2.2. Shrubs: 2 shrubs per 40 feet of lineal foot of frontage
 - 5.5.4.1.3. Landscape Enhancement Frontage Additional landscape will be provided at the two entry points into the Retail Project, i.e., the main drive off SE 29th Street and the entrance onto Center Way from Douglas Boulevard. In addition, Sentinel Square will provide an opportunity for a community identification at the Southwest corner of SE 29th Street and Douglas Boulevard.
 - 5.5.4.1.4. Gravel is prohibited for landscaping purposes in any areas within three (3) feet of a walking or driving surface.
- 5.6. Reciprocal Easement Agreement ("REA") Prior to or concurrently with the recording of the final plat or the first conveyance of any portion of the Property to a third party, an REA shall be recorded in the land records for Oklahoma County, Oklahoma. The REA shall establish covenants, easements, and restrictions applicable to the entire Property, and shall include, without limitation, (i) mutual easements for access, parking, drainage, and utilities; (ii) provisions for the maintenance, repair, and replacement of common areas and shared improvements; (iii) equitable allocation and collection of common area maintenance (CAM) costs; and (iv) creation of a governance structure or association to oversee compliance and administration of the REA. The REA shall run with the land, bind all current and future owners of the Property, and be reasonably acceptable to all parties with a legal or equitable interest in the Property.

Exhibit A Property Legal Description

ALL TRACTS COMBINED DESCRIPTION

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 including within it's bounds Lots One (1) through Nine (9) GILKISON ADDITION, according to the plat recorded in Book 31 of Plats, Page 4 AND part of Lot One (1), all of Lots Two (2) and Three (3) and all of Lots Nineteen (19) through Twenty-three (23), Block One (1), all of Lots One (1) through Seven (7), Block Two (2), together with that part of vacated Morgan Place adjoining the aforesaid Lots, DOUGLAS HEIGHTS ADDITION, according to the plat recorded in Book 26 of Plats, Page 77 as now vacated by ORDER in the District Court of Oklahoma County as Case No. CJ-98-4164-65, recorded in Book 11916, Page 910, all being more particularly described as follows:

COMMENCING at the northeast corner of said Northeast Quarter;

THENCE South 89°34'58" West, along the north line of said Northeast Quarter, a distance of 60.00 feet;

THENCE South 00°11 '53" East a distance of 60.00 feet to the northeast corner of said Lot 3, Block 1, Douglas Heights, being a point on the south right of way line of S.E. 29th Street and the POINT OF BEGINNING;

THENCE continuing South 00°11 '53" East, along the east line of said Lot 3, a distance of 217.00 feet to a point on the southeast corner of said Lot 3;

THENCE South 89°34'58" West, along the south line of said Lot 3, a distance of 194.59 feet to the northeast corner of Lot 23, Block 1, DOUGLAS HEIGHTS ADDITION;

THENCE South 00° 12'17" East, along the east line of Lots 23 through 19 in said Block 1, a distance of 382.67 feet to a point on the northerly right of way line of Interstate 40 as established on Oklahoma Department of Transportation Reconstruction Plans J/P NO. 28992(04);

THENCE along said northerly right of way line, the following Eight (8) courses:

- South 89°47'43" West a distance of 218.10 feet;
- 2. South 00°12'17" East a distance of 64.81 feet;
- South 89°47'43" West a distance of 184.45 feet;
- 4. North 00°15'34" West a distance of 63.91 feet;
- South 89°37'31" West a distance of 144.38 feet;
- 6. North 00°12'16" West a distance of 25.00 feet;

- 7. South 89°56'43" West a distance of 101.54 feet;
- 8. North 69°45'20" West a distance of 405.27 feet to a point of intersection with the west line of said Lots 7 and 9, GILKISON ADDITION extended south, also being the east right of way line of Engle Road;

THENCE North 00° 12'55" West, along said extended west line, said east right of way line and the west line of said Lots 7 and 9, a distance of 430.33 feet to the northwest corner of said Lot 9, also being a point on the south right of way line of said S.E. 29th Street;

THENCE North 89°34'58" East, along the north line of said GILKISON ADDITION, said vacated Blocks 1 and 2 of DOUGLAS HEIGHTS ADDITION and said south right of way line, a distance of 1222.96 feet to the POINT OF BEGINNING.

Said described tract of land contains an area 630,628 square feet or 14.4772 acres, more or less.

<u>Exhibit B</u> Master Development Plan

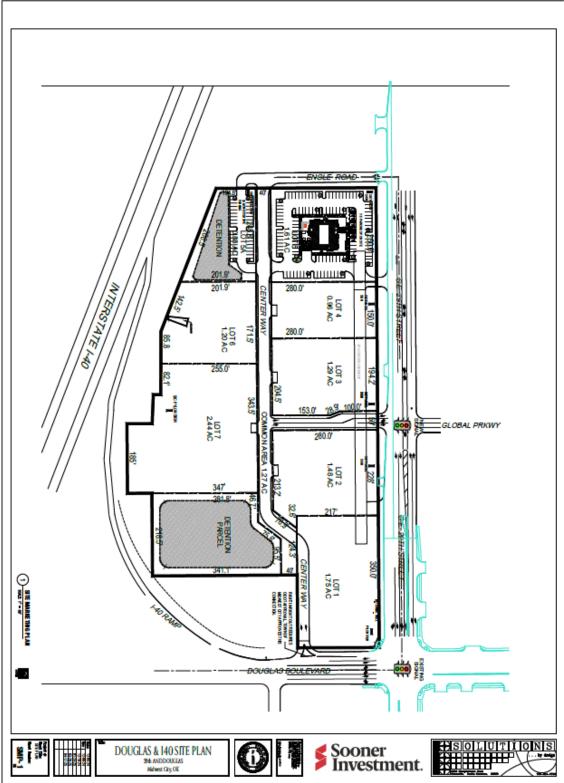
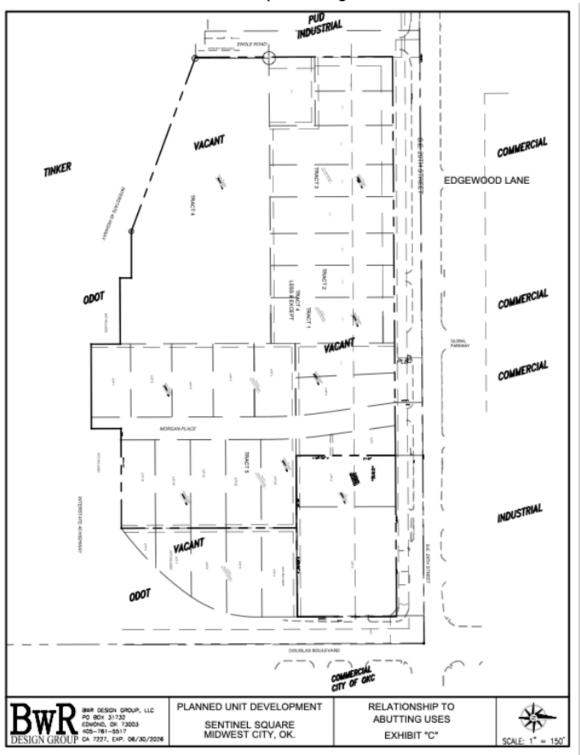
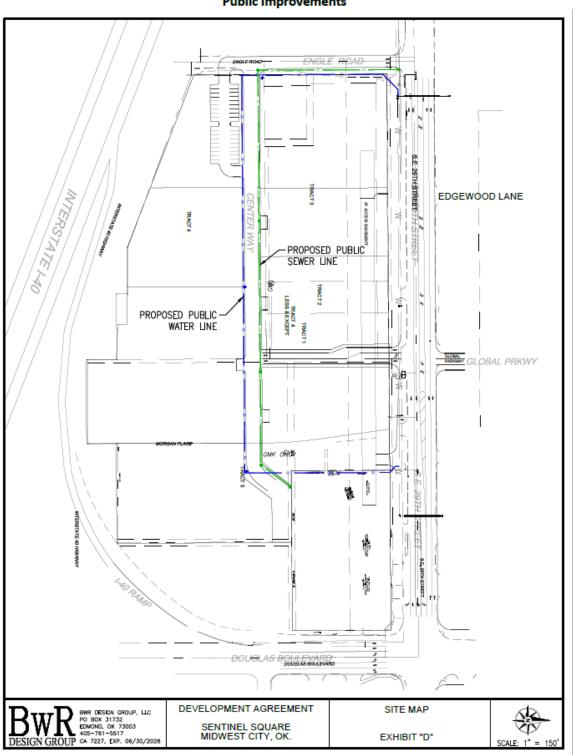


EXHIBIT C
Relationship to Abutting Uses



<u>Exhibit D</u> Public Improvements



<u>Exhibit E</u>
Existing and Abutting Zoning Classifications

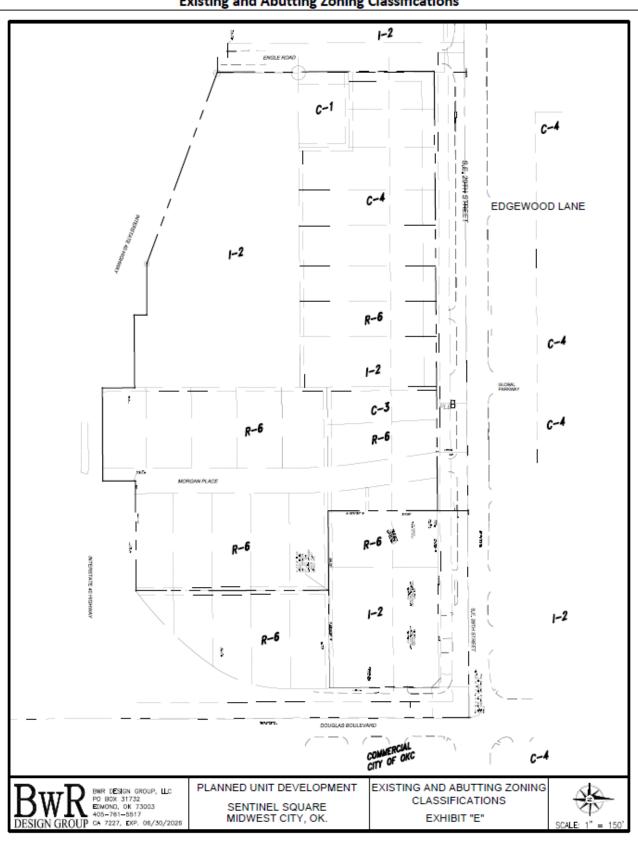
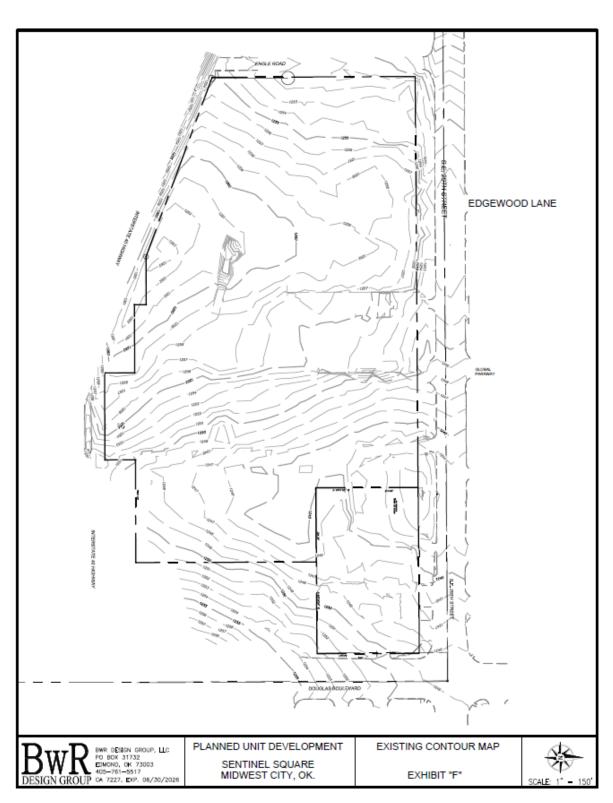
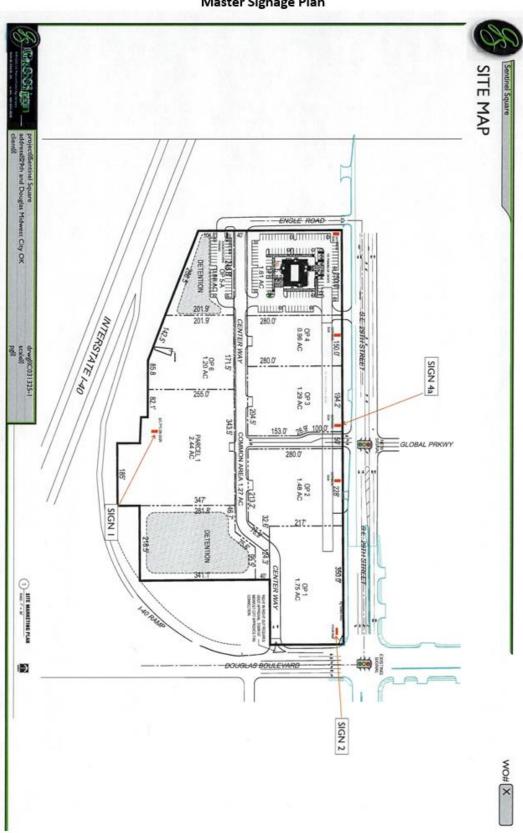


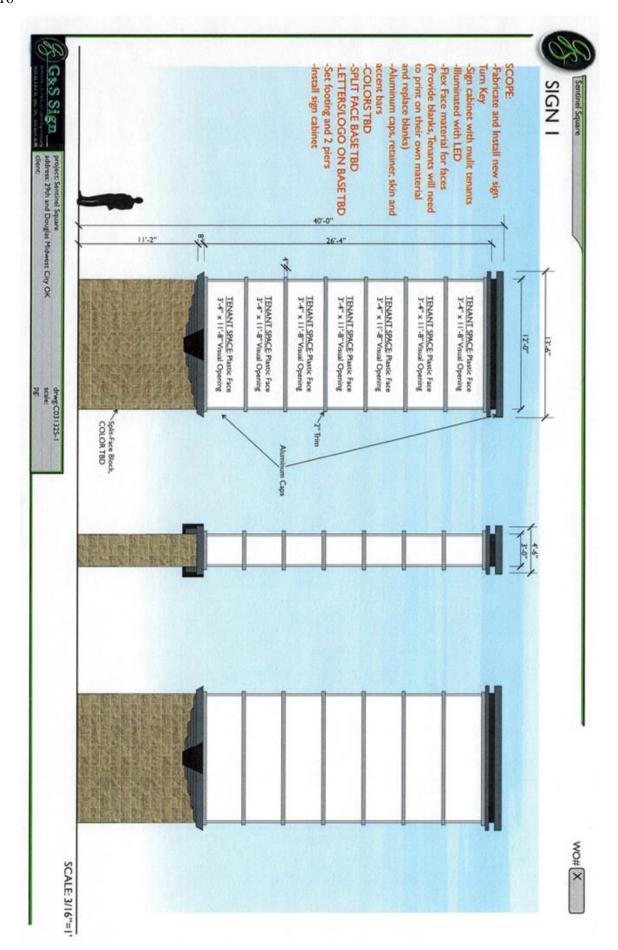
Exhibit F Contour Map

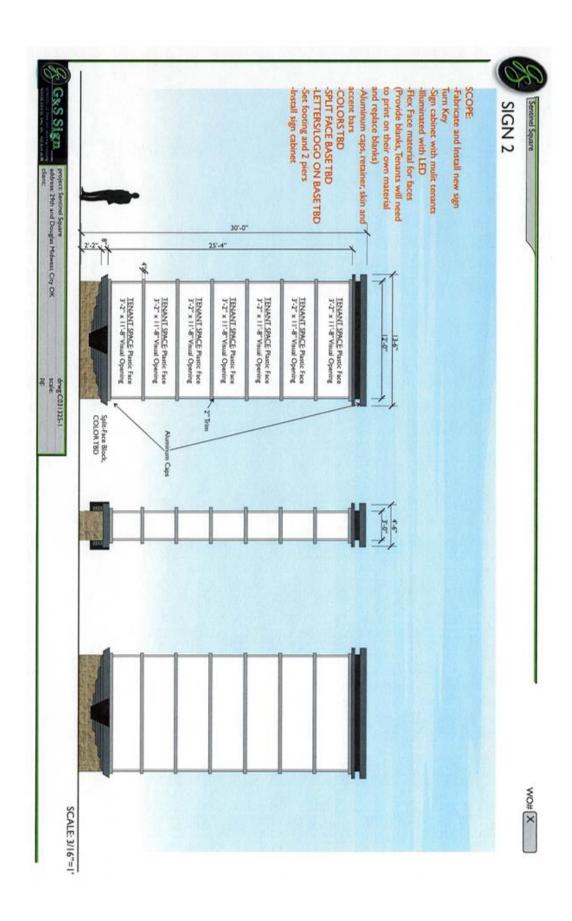


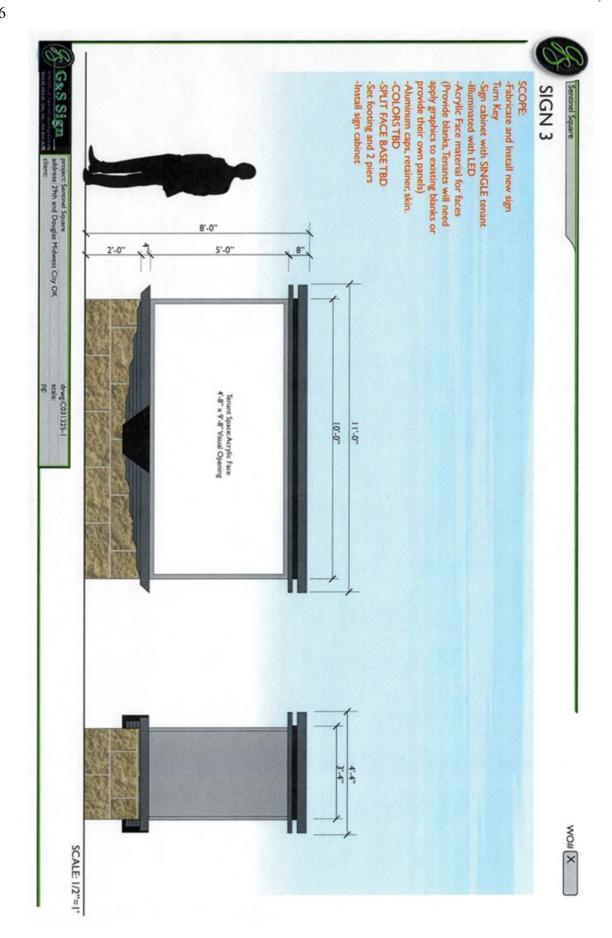
<u>Exhibit G</u> Master Signage Plan



Page 24 PC-2216







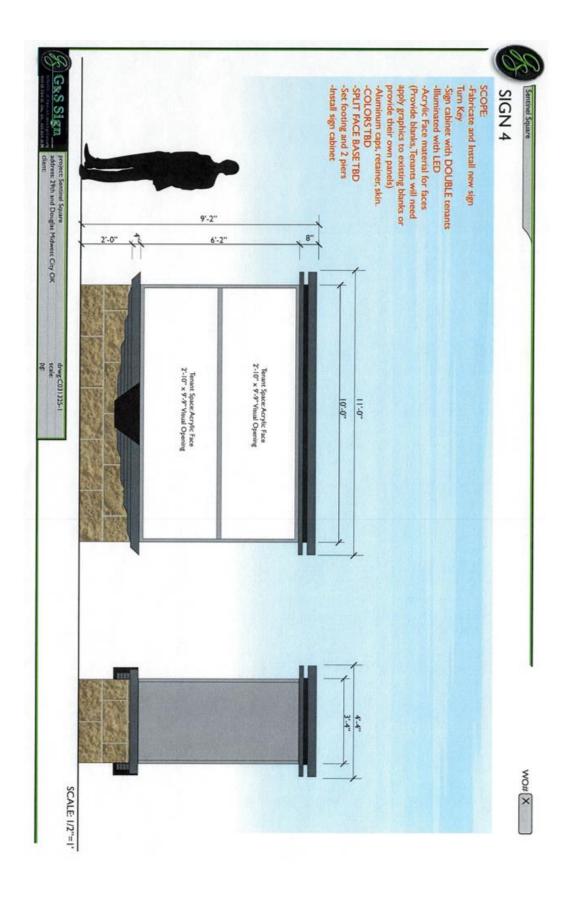


Exhibit H Landscape Plan



$1 \mid$	PC-2216	
2	ORDINANCE NO.	•
3	AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY	
4	DESCRIBED IN THIS ORDINANCE FROM R PLANNED UNIT DEVELOPMENT, AND DIR	ECTING AMENDMENT OF THE OFFI-
5	CIAL ZONING DISTRICT MAP TO REFLECT PROPERTY'S ZONING DISTRICT; AND PRO	
6	ERABILITY	
7	BE IT ORDAINED BY THE COUNCIL OF THE	CITY OF MIDWEST CITY, OKLAHOMA:
8 9	ORDINA	NCE
10	SECTION 1. That the zoning district of the follow	
11	from R-6, C-1, C-3, C-4, and I-2 to PUD, Planned I as a base zoning subject to the conditions contained	
12	Zoning District Map shall be amended to reflect the trict as specified in this ordinance:	
13	SEE EXHIBIT "A" FOR LEGAL DESCRI	PTION
14	SECTION 2. That the PUD master plan is adopted	for the property described by the legal
15	description in Section 1. The master plan consists o Development Plan Map. The master plan is include	
16	cations, revisions, or expirations of the PUD maste pendix A of the Midwest City Municipal Code.	
17	SECTION 3. REPEALER. All ordinances or part	s of ordinances in conflict herewith are
18	hereby repealed.	s of ordinances in commet herewith are
19	<u>SECTION 4.</u> <u>SEVERABILITY</u> . If any section, sentence, clause or portion of this ordinance	
20	for any reason held to be invalid, such decision shall tions of the ordinance.	Il not affect the validity of the remaining por-
21 22	PASSED AND APPROVED by the Mayor and Colon the day of	
23		THE CITY OF MIDWEST CITY, OKLA-
24		HOMA
25		
26	A TYPE CITE	MATTHEW D. DUKES II, Mayor
27	ATTEST:	
28		
29	SARA HANCOCK, City Clerk	
30	APPROVED as to form and legality this of	lay of . 2025.
31		, , ,
32		DONALD MAIGCH City Attains
33		DONALD MAISCH, City Attorney
35		
36		
20		

Exhibit A Property Legal Description

ALL TRACTS COMBINED DESCRIPTION

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 including within it's bounds Lots One (1) through Nine (9) GILKISON ADDITION, according to the plat recorded in Book 31 of Plats, Page 4 AND part of Lot One (1), all of Lots Two (2) and Three (3) and all of Lots Nineteen (19) through Twenty-three (23), Block One (1), all of Lots One (1) through Seven (7), Block Two (2), together with that part of vacated Morgan Place adjoining the aforesaid Lots, DOUGLAS HEIGHTS ADDITION, according to the plat recorded in Book 26 of Plats, Page 77 as now vacated by ORDER in the District Court of Oklahoma County as Case No. CJ-98-4164-65, recorded in Book 11916, Page 910, all being more particularly described as follows:

COMMENCING at the northeast corner of said Northeast Quarter:

THENCE South 89°34'58" West, along the north line of said Northeast Quarter, a distance of 60.00 feet;

THENCE South 00°11 '53" East a distance of 60.00 feet to the northeast corner of said Lot 3, Block 1, Douglas Heights, being a point on the south right of way line of S.E. 29th Street and the POINT OF BEGINNING;

THENCE continuing South 00°11 '53" East, along the east line of said Lot 3, a distance of 217.00 feet to a point on the southeast corner of said Lot 3;

THENCE South $89^{\circ}34'58''$ West, along the south line of said Lot 3, a distance of 194.59 feet to the northeast corner of Lot 23, Block 1, DOUGLAS HEIGHTS ADDITION;

THENCE South 00° 12'17" East, along the east line of Lots 23 through 19 in said Block 1, a distance of 382.67 feet to a point on the northerly right of way line of Interstate 40 as established on Oklahoma Department of Transportation Reconstruction Plans J/P NO. 28992(04);

THENCE along said northerly right of way line, the following Eight (8) courses:

- 1. South 89°47'43" West a distance of 218.10 feet;
- 2. South 00°12'17" East a distance of 64.81 feet;
- 3. South 89°47'43" West a distance of 184.45 feet;
- 4. North 00°15'34" West a distance of 63.91 feet;
- 5. South 89°37'31" West a distance of 144.38 feet;
- 6. North 00°12'16" West a distance of 25.00 feet;

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
32	
33	
34	
35	
36	

- South 89°56'43" West a distance of 101.54 feet;
- 8. North 69°45'20" West a distance of 405.27 feet to a point of intersection with the west line of said Lots 7 and 9, GILKISON ADDITION extended south, also being the east right of way line of Engle Road;

THENCE North 00° 12'55" West, along said extended west line, said east right of way line and the west line of said Lots 7 and 9, a distance of 430.33 feet to the northwest corner of said Lot 9, also being a point on the south right of way line of said S.E. 29th Street;

THENCE North 89°34'58" East, along the north line of said GILKISON ADDITION, said vacated Blocks 1 and 2 of DOUGLAS HEIGHTS ADDITION and said south right of way line, a distance of 1222.96 feet to the POINT OF BEGINNING.

Said described tract of land contains an area 630,628 square feet or 14.4772 acres, more or less.



The City Of Midwest City Neighborhood Services Department

Neighborhoods in Action • Code Enforcement • Neighborhood Initiative 8726 SE 15th Street, Midwest City, OK 73110 (405) 739-1005

Date:

June 24, 2025

To:

Honorable Mayor and City Council

From:

Mike S. Stroh, Neighborhood Services Director

Subject:

Public hearing with discussion and consideration, including any amendments, 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.

MCO 9-3 (g) defines a Dilapidated building as:

- (A) a structure which through neglect or injury lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the general public;
- (B) a structure which is unfit for human occupancy due to the lack of necessary repairs and is considered uninhabitable or is a hazard to the health, safety, and welfare of the general public;
- (C) a structure which is determined by the municipal governing body or administrative officer of the municipal governing body to be an unsecured building, as defined by paragraph (g)(1) of this Section, more than three times within any twelve-month period;
- (D) a structure which has been boarded and secured, as defined by paragraph (g)(1) of this Section, for more than six (6) consecutive months; or
 - (E) a structure declared by the municipal governing body to constitute a public nuisance; and

On 04/01/2025 Code Enforcement staff inspected the property, and found:

- 1. There have been 14 notices on this house since July of 2022
- 2. The damage to this house is a public safety concern.
- 3. The last utilities were active on 10/3/2019
- 4. This home has multiple post, for vacant and dilapidated since 2022
- 5. This house has been a nuisance with trash and debris.

The inspection verified that the structure was open unsecure conditions and suffered from a lack of maintenance. The structure(s) meets the requirements for demolition and is a detrimental to the health, safety and welfare of the general public. If the council agrees with staff's opinion and finds that a nuisance does in fact exist, staff recommends requiring demolition to begin within ten (10) days and removal of the structure(s) to be completed within thirty (30) days.

Mike G. Gtrah

Mike S. Stroh, Neighborhood Services Director

RESOLUTION NO. 2	2025-
-------------------------	-------

A RESOLUTION DECLARING THE STRUCTURE LOCATED AT 1917 N. SAINT PETER AVE. A DILAPIDATED BUILDING AS DEFINED BY SECTION 9-3 OF THE MUNICIPAL CODE; AND SETTING DATES TO DEMOLISH AND REMOVE THE STRUCTURE FROM THE SITE

WHEREAS, Section 9-3 of the Municipal Code establishes procedures for declaring and abating a public nuisance within the corporate limits of Midwest City; and

WHEREAS, the City Council of the City of Midwest City, after proper notice to the property owner, conducted a public hearing regarding the structure located at 1917 N. Saint Peter Ave; and

WHEREAS, during the hearing the City Council reviewed the information on the condition of the property; and

WHEREAS, the current owner of the property was notified of the hearing by regular mail and posting pursuant to Section 9-3 of the Municipal Code;

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

That the property located at 1917 N. Saint Peter Ave. is a public nuisance for the neighborhood and community.

That the property owner must begin to repair or demolish and remove the structure from the site located at **1917 N. Saint Peter Ave.** within 10 days of the date of this resolution and have the repairs or demolition completed within 30 days of the date of this resolution. If the property owner fails to repair or demolish and remove the structure within 30 days of the date of this resolution, the City Council hereby directs the city manager to remove and abate the public nuisance and charge the abatement to the owner of the property.

PASSED AND APPROVED by the Mayor at this day of, 2025.	nd Council of the City of Midwest City, Oklahon
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.
	DON MAISCH, City Attorney











The City Of Midwest City Neighborhood Services Department

Neighborhoods in Action • Code Enforcement • Neighborhood Initiative 8726 SE 15th Street, Midwest City, OK 73110 (405) 739-1005

Date:

June 24, 2025

To:

Honorable Mayor and City Council

From:

Mike S. Stroh, Neighborhood Services Director

Subject:

Public hearing with discussion and consideration, including any amendments, 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.

MCO 9-3 (g) defines a Dilapidated building as:

- (A) a structure which through neglect or injury lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the general public;
- (B) a structure which is unfit for human occupancy due to the lack of necessary repairs and is considered uninhabitable or is a hazard to the health, safety, and welfare of the general public;
- (C) a structure which is determined by the municipal governing body or administrative officer of the municipal governing body to be an unsecured building, as defined by paragraph (g)(1) of this Section, more than three times within any twelve-month period;
- (D) a structure which has been boarded and secured, as defined by paragraph (g)(1) of this Section, for more than six (6) consecutive months; or
 - (E) a structure declared by the municipal governing body to constitute a public nuisance; and

On 04/01/2025 Code Enforcement staff inspected the property, and found:

- 1. There have been 33 notices on this house since 2020.
- 2. The damage to this house is a public safety concern.
- 3. The last utilities were active on 8/29/2017.
- 4. This home has multiple post, for vacant and dilapidated since 2021
- 5. This house has 1 PD call since 2022.
- 6. This house has a separate garage in the backyard that is dilapidated and open.

The inspection verified that the structure was open unsecure conditions and suffered from a lack of maintenance. The structure(s) meets the requirements for demolition and is a detrimental to the health, safety and welfare of the general public. If the council agrees with staff's opinion and finds that a nuisance does in fact exist, staff recommends requiring demolition to begin within ten (10) days and removal of the structure(s) to be completed within thirty (30) days.

Mike G. Gtrah

Mike S. Stroh, Neighborhood Services Director

A RESOLUTION DECLARING THE STRUCTURE LOCATED AT 2005 N. SAINT MARK AVE. A DILAPIDATED BUILDING AS DEFINED BY SECTION 9-3 OF THE MUNICIPAL CODE; AND SETTING DATES TO DEMOLISH AND REMOVE THE STRUCTURE FROM THE SITE

WHEREAS, Section 9-3 of the Municipal Code establishes procedures for declaring and abating a public nuisance within the corporate limits of Midwest City; and

WHEREAS, the City Council of the City of Midwest City, after proper notice to the property owner, conducted a public hearing regarding the structure located at 2005 N. Saint Mark Ave; and

WHEREAS, during the hearing the City Council reviewed the information on the condition of the property; and

WHEREAS, the current owner of the property was notified of the hearing by regular mail and posting pursuant to Section 9-3 of the Municipal Code;

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

That the property located at 2005 N. Saint Mark Ave. is a public nuisance for the neighborhood and community.

That the property owner must begin to repair or demolish and remove the structure from the site located at **2005 N. Saint Mark Ave.** within 10 days of the date of this resolution and have the repairs or demolition completed within 30 days of the date of this resolution. If the property owner fails to repair or demolish and remove the structure within 30 days of the date of this resolution, the City Council hereby directs the city manager to remove and abate the public nuisance and charge the abatement to the owner of the property.

PASSED AND APPROVED by the Mayor a this day of, 2025.	nd Council of the City of Midwest City, Oklahon	na
ATTEST:	CITY OF MIDWEST CITY, OKLAHOM.	A
	MATTHEW D. DUKES II, Mayor	_
SARA HANCOCK, City Clerk		
APPROVED: as to form and legality this	day of, 2025.	
	DON MAISCH, City Attorney	











The City Of Midwest City Neighborhood Services Department

Neighborhoods in Action • Code Enforcement • Neighborhood Initiative 8726 SE 15th Street, Midwest City, OK 73110 (405) 739-1005

Date:

June 24, 2025

To:

Honorable Mayor and City Council

From:

Mike S. Stroh, Neighborhood Services Director

Subject:

Public hearing with discussion and consideration, including any amendments, 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.

MCO 9-3 (g) defines a Dilapidated building as:

- (A) a structure which through neglect or injury lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the general public;
- (B) a structure which is unfit for human occupancy due to the lack of necessary repairs and is considered uninhabitable or is a hazard to the health, safety, and welfare of the general public;
- (C) a structure which is determined by the municipal governing body or administrative officer of the municipal governing body to be an unsecured building, as defined by paragraph (g)(1) of this Section, more than three times within any twelve-month period;
- (D) a structure which has been boarded and secured, as defined by paragraph (g)(1) of this Section, for more than six (6) consecutive months; or
 - (E) a structure declared by the municipal governing body to constitute a public nuisance; and

On 04/01/2025 Code Enforcement staff inspected the property, and found:

- 1. There have been 20 notices on this house since December of 2021
- 2. The damage to this house is a public safety concern.
- 3. The last utilities were active on 11/13/2002
- 4. This home has multiple post, for vacant and dilapidated since 2021
- 5. This house has 1 PD call since 2022.
- 6. This house appears to be unfinished. There is no siding, roofing material or painting done.

The inspection verified that the structure was open unsecure conditions and suffered from a lack of maintenance. The structure(s) meets the requirements for demolition and is a detrimental to the health, safety and welfare of the general public. If the council agrees with staff's opinion and finds that a nuisance does in fact exist, staff recommends requiring demolition to begin within ten (10) days and removal of the structure(s) to be completed within thirty (30) days.

Mike G. Gtrah

Mike S. Stroh, Neighborhood Services Director

RESOLUTION NO.	2025-
----------------	-------

A RESOLUTION DECLARING THE STRUCTURE LOCATED AT 2201 N. SAINT MARK AVE. A DILAPIDATED BUILDING AS DEFINED BY SECTION 9-3 OF THE MUNICIPAL CODE; AND SETTING DATES TO DEMOLISH AND REMOVE THE STRUCTURE FROM THE SITE

WHEREAS, Section 9-3 of the Municipal Code establishes procedures for declaring and abating a public nuisance within the corporate limits of Midwest City; and

WHEREAS, the City Council of the City of Midwest City, after proper notice to the property owner, conducted a public hearing regarding the structure located at 2201 N. Saint Mark Ave; and

WHEREAS, during the hearing the City Council reviewed the information on the condition of the property; and

WHEREAS, the current owner of the property was notified of the hearing by regular mail and posting pursuant to Section 9-3 of the Municipal Code;

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

That the property located at **2201 N. Saint Mark Ave.** is a public nuisance for the neighborhood and community.

That the property owner must begin to repair or demolish and remove the structure from the site located at **2201 N. Saint Mark Ave.** within 10 days of the date of this resolution and have the repairs or demolition completed within 30 days of the date of this resolution. If the property owner fails to repair or demolish and remove the structure within 30 days of the date of this resolution, the City Council hereby directs the city manager to remove and abate the public nuisance and charge the abatement to the owner of the property.

PASSED AND APPROVED by the Mayor and this day of, 2025.	l Council of the City of Midwest City, Oklahoma
ATTEST:	CITY OF MIDWEST CITY, OKLAHOMA
	MATTHEW D. DUKES II, Mayor
SARA HANCOCK, City Clerk	
APPROVED: as to form and legality this day of _	day of, 2025.
	DON MAISCH, City Attorney

01-Apr-2025 10:03:00 Brian Wood #70:







City Attorney, Donald D. Maisch

100 N. Midwest Boulevard Midwest City, OK 73110 DMaisch@midwestcityok.org Office: 405.739.1203 www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Don Maisch City Attorney

RE: Discussion, consideration and possible action of approving an 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 a repealer, and severability. (D. Maisch – City Attorney).

Date: June 24, 2025

The proposed amendments to Chapter 30, Article III, amend the ordinances that create and implement the City's Parks and Recreation Board. These changes generally bring the Parks and Recreation Board in line with other Boards concerning how members are appointed (each City Council Member appoints a members to the Board who is a resident of the ward), establish the terms of the members, establish a mission and purpose, establish officers, establish a City Liaison and a Sunset review for the Board.

Each City Council Member shall have 90 days to nominate a person for appointment or the nomination process rolls to the Mayor. These changes are recommended as a part of the review process being undertaken for all of the City's Boards, Committees and Commissions.

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

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

Respectfully submitted,

onald. Maisch

Donald D. Maisch City Attorney

1	ORDINANCE NO
2	
3	AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE: CHAPTER 30,
4	PARKS AND RECREATION; ARTICLE III, PARKS AND RECREATION BOARD;
5	SECTIONS: 30-29, PURPOSE; 30-30 BOARD CREATED; MEMBERSHIP; TERMS;
6	COMPENSATION; 30-31, ORGANIZATION AND PROCEDURES; 30-32, MINUTES; 30-33,
7	REGULAR MEETINGS; 30-34, ABSENCE FROM MEETINGS; 30-35, DUTIES; 30-36,
8	RESERVED; AND PROVIDING FOR REPEALER AND SEVERABILITY.
9	DE IT ODD AINED BY THE COLINCIL OF THE CITY OF MIDWEST CITY OVI AHOMA.
10 11	BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:
12	ORDINANCE
13	ORDIVANCE
14	Section 1. That the Midwest City Municipal Code, Chapter 30, Parks and Recreation, Article III,
15	Parks and Recreation Board, Section 30-29, Purpose; is hereby amended to read as follows:
16	
17	Section 30-29 – Purpose and Mission.
18	
19	The purpose and mission of this article is to foster and promote the maintenance and
20	operation of city parks and recreation facilities.
21	
22	Section 2. That the Midwest City Municipal Code, Chapter 30, Parks and Recreation, Article III,
23 24	Parks and Recreation Board, Section 30-30, Board created; membership; terms; compensation; is hereby amended to read as follows:
2 4 25	hereby amended to read as follows.
26	Sec. 30-30 - Board created; membership; terms; compensation.
27	Secret of Board ereated, membership, terms, compensation.
28	A. There is hereby created a park and recreation board, as allowed by Title 11 of the
29	Oklahoma Statutes, Section 33-106. The board shall consist of seven (7) members. Each
30	member of the City Council shall nominate one member, who shall be a resident of their ward,
31	and the mayor shall nominate one member, who shall be residents a resident of the city. , to be
32 33	appointed by the mayor with the approval of All nominees shall be approved and appointed by the city council. If a member of the City Council does not nominate a resident of his/her ward to
34	this Board within ninety (90) days of the date of any vacancy on the Board, the Mayor may
35	nominate a Midwest City resident, that may or may not be from the ward represented by the City
36	Council Member who was not able to provide a nominee. Said nominee shall be required to be
37	approved by the City Council.
38	
39	B. The terms of each member shall be three (3) years, or until his successor takes office.
40 41	Vacancies shall be filled for the unexpired term in the same manner as provided herein for
41 42	appointment. Provided, in the first instance, two (2) members shall be appointed for one (1) year; two (2) members for two (2) years; and three (3) members for three (3) years. The members shall
+2 13	serve without compensation. If a member ceases to be a resident of the ward or the city, his term

shall automatically terminate.

44

 C. Any member serving may be reappointed to an additional three (3) year term that may run consecutively, as approved by the City Council. Any member of the parks and recreation board may be reappointed to multiple consecutive three-year terms.

<u>Section 3.</u> That the Midwest City Municipal Code, Chapter 30, Parks and Recreation, Article III, Parks and Recreation Board, Section 30-31, Organizational Procedures; is hereby amended to read as follows:

Section - 30-31. - Organization and procedures.

The park and recreation board, upon the appointment of its members, shall organize by election of one of its members as chairman; another of its members as vice chairman; and another as secretary. The board shall have the power to make such rules of procedure as it deems appropriate for the transaction of business.

<u>Section 4.</u> That the Midwest City Municipal Code, Chapter 30, Parks and Recreation, Article III, Parks and Recreation Board, Section 30-32, Minutes; is hereby amended to read as follows:

Section - 30-32. - City Liaison and Minutes.

The City Manager shall appoint a City Liaison to the parks and recreation board. The City Liaison shall ensure park and recreation board shall keep minutes of the board of its proceedings and submit same to the city council after each meeting.

<u>Section 5.</u> That the Midwest City Municipal Code, Chapter 30, Parks and Recreation, Article III, Parks and Recreation Board, Section 30-33, Regular meetings; is hereby amended to read as follows:

Section - 30-33. - Regular meetings.

The park and recreation board shall meet at least once each month, or such other times as the board may designate, or at such times as the city council may request. Meeting agendas shall be posted at City Hall and at the location of the parks and recreation board meeting if different than City Hall at least twenty-four (24) hours before the start of any meeting.

<u>Section 6.</u> That the Midwest City Municipal Code, Chapter 30, Parks and Recreation, Article III, Parks and Recreation Board, Section 30-34, Absence from meetings; reads as follows:

Section - 30-34. - Absence from meetings.

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

<u>Section 7.</u> That the Midwest City Municipal Code, Chapter 30, Parks and Recreation, Article III, Parks and Recreation Board, Section 30-35, Duties; is hereby amended to read as follows:

Section - 30-35. - Duties.

(a) The park and recreation board shall act as an advisory board to the city council with reference to all city parks and recreational facilities within or without the city. The board shall make recommendations with reference to the operation of the city parks and recreation facilities, and recommendations as to rules and regulations concerning the use of the parks and recreation facilities by the public.

(b) The <u>parks and recreation</u> board shall also make recommendations to the city council with reference to the beautification of the parks and recreation facilities, and particularly, but not limited to, the layout of walks and drives in the parks; the planting of trees, shrubs, flowers, and making other improvements to the parks and recreational facilities.

(b)(c) The <u>parks and recreation</u> board shall also make recommendations to the city council with reference to the safety of the public in general in enjoying and using the parks and recreational facilities as it deems necessary.

(c)(d) The park and recreation board shall make recommendations as it deems appropriate for the overall physical improvements of the parks and recreational facilities of the city. It shall consult with any and all civic organizations, clubs, or associations desiring to contribute to, or make improvements to the parks and recreational facilities of the city.

<u>Section 8.</u> That the Midwest City Municipal Code, Chapter 30, Parks and Recreation, Article III, Parks and Recreation Board, Section 30-36, Reserved; is hereby amended to read as follows:

Section - 30-36. Reserved Sunset.

The parks and recreation board shall continue until January 1, 2029. The parks and recreation board may be reviewed, and the City Council may determine to continue the parks and recreation board beyond January 1, 2029.

Section 9. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

<u>Section 10.</u> SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of the ordinance.

PASSED AND APPROVED by the M	ayor and the Council of the City of Midwes
Oklahoma, this day of	· ·
	THE CITY OF MIDWEST CITY, OKLAI
	MATTHEW D. DUKES, II, Mayor
ATTECT.	
ATTEST:	
SARA HANCOCK, City Clerk	
Approved as to form and legality this	day of, 2025.
DONALD D. MAISCH, City Attorney	

1	ORDINANCE NO.
2	
3	AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE: CHAPTER 30,
4	PARKS AND RECREATION; ARTICLE III, PARKS AND RECREATION BOARD;
5	SECTIONS: 30-29, PURPOSE; 30-30 BOARD CREATED; MEMBERSHIP; TERMS;
6	COMPENSATION; 30-31, ORGANIZATION AND PROCEDURES; 30-32, MINUTES; 30-33,
7	REGULAR MEETINGS; 30-35, DUTIES; 30-36, RESERVED; AND PROVIDING FOR
8	REPEALER AND SEVERABILITY.
9	
10	BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:
11	
12	<u>ORDINANCE</u>
13	
14	Section 1. That the Midwest City Municipal Code, Chapter 30, Parks and Recreation, Article III,
15	Parks and Recreation Board, Section 30-29, Purpose; is hereby amended to read as follows:
16	
17	Section 30-29 – Purpose and Mission.
18	
19	The purpose and mission of this article is to foster and promote the maintenance and
20	operation of city parks and recreation facilities.
21	
22	Section 2. That the Midwest City Municipal Code, Chapter 30, Parks and Recreation, Article III,
23	Parks and Recreation Board, Section 30-30, Board created; membership; terms; compensation; is
24	hereby amended to read as follows:
25	Sec. 30-30 - Board created; membership; terms; compensation.
26 27	Sec. 30-30 - Board created, membership, terms, compensation.
28	A. There is hereby created a park and recreation board, as allowed by Title 11 of the
29	Oklahoma Statutes, Section 33-106. The board shall consist of seven (7) members. Each
30	member of the City Council shall nominate one member, who shall be a resident of their ward,
31	and the mayor shall nominate one member, who shall be a resident of the city. All nominees
32	shall be approved and appointed by the city council. If a member of the City Council does not
33	nominate a resident of his/her ward to this Board within ninety (90) days of the date of any vacancy
34	on the Board, the Mayor may nominate a Midwest City resident, that may or may not be from the
35	ward represented by the City Council Member who was not able to provide a nominee. Said
36 37	nominee shall be required to be approved by the City Council.
٥/	

B. The terms of each member shall be three (3) years, or until his successor takes office. Vacancies shall be filled for the unexpired term in the same manner as provided herein for appointment. The members shall serve without compensation. If a member ceases to be a resident of the ward or the city, his term shall automatically terminate.

 C. Any member serving may be reappointed to an additional three (3) year term that may run consecutively, as approved by the City Council. Any member of the parks and recreation board may be reappointed to multiple consecutive three-year terms.

<u>Section 3.</u> That the Midwest City Municipal Code, Chapter 30, Parks and Recreation, Article III, Parks and Recreation Board, Section 30-31, Organizational Procedures; is hereby amended to read as follows:

Section - 30-31. - Organization and procedures.

The park and recreation board, upon the appointment of its members, shall organize by election of one of its members as chair; another of its members as vice chair; and another as secretary. The board shall have the power to make such rules of procedure as it deems appropriate for the transaction of business.

<u>Section 4.</u> That the Midwest City Municipal Code, Chapter 30, Parks and Recreation, Article III, Parks and Recreation Board, Section 30-32, Minutes; is hereby amended to read as follows:

Section - 30-32. – City Liaison and Minutes.

The City Manager shall appoint a City Liaison to the parks and recreation board. The City Liaison shall ensure park and recreation board shall keep minutes of the board of its proceedings and submit same to the city council after each meeting.

<u>Section 5.</u> That the Midwest City Municipal Code, Chapter 30, Parks and Recreation, Article III, Parks and Recreation Board, Section 30-33, Regular meetings; is hereby amended to read as follows:

Section - 30-33. - Regular meetings.

The park and recreation board shall meet at least once each month, or such other times as the board may designate, or at such times as the city council may request. Meeting agendas shall be posted at City Hall and at the location of the parks and recreation board meeting if different than City Hall at least twenty-four (24) hours before the start of any meeting.

<u>Section 6.</u> That the Midwest City Municipal Code, Chapter 30, Parks and Recreation, Article III, Parks and Recreation Board, Section 30-35, Duties; is hereby amended to read as follows:

Section - 30-35. - Duties.

 (a) The park and recreation board shall act as an advisory board to the city council with reference to all city parks and recreational facilities within or without the city. The board shall make recommendations with reference to the operation of the city parks and recreation

facilities, and recommendations as to rules and regulations concerning the use of the parks and recreation facilities by the public.

(b) The parks and recreation board shall also make recommendations to the city council with reference to the beautification of the parks and recreation facilities, and particularly, but not limited to, the layout of walks and drives in the parks; the planting of trees, shrubs, flowers, and making other improvements to the parks and recreational facilities.

(c) The parks and recreation_board shall also make recommendations to the city council with reference to the safety of the public in general in enjoying and using the parks and recreational facilities as it deems necessary.

(d) The park and recreation board shall make recommendations as it deems appropriate for the overall physical improvements of the parks and recreational facilities of the city. It shall consult with any and all civic organizations, clubs, or associations desiring to contribute to, or make improvements to the parks and recreational facilities of the city.

<u>Section 6.</u> That the Midwest City Municipal Code, Chapter 30, Parks and Recreation, Article III, Parks and Recreation Board, Section 30-36, Reserved; is hereby amended to read as follows:

Section - 30-36. Sunset.

The parks and recreation board shall continue until January 1, 2029. The parks and recreation board may be reviewed, and the City Council may determine to continue the parks and recreation board beyond January 1, 2029.

Section 8. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

<u>Section 9.</u> SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of the ordinance.

PASSED AND APPROVED by the M	ayor and the Council of the City of Midwes
Oklahoma, this day of	· ·
	THE CITY OF MIDWEST CITY, OKLAI
	MATTHEW D. DUKES, II, Mayor
ATTECT.	
ATTEST:	
SARA HANCOCK, City Clerk	
Approved as to form and legality this	day of, 2025.
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 amendments to the City of Midwest

City's City Council Candidate Questionnaire. (D. Maisch – City Attorney).

Date: June 24, 2025

Two years ago, the City adopted additional questions for candidates for City Council to respond to concerning running for office and possible conflicts of interest. Since that time, the City has received the Attorney General's opinion 2024-8. Based on that opinion, the questionnaire is being requested to be modified to add additional questions.

This is the first step in attempting to determine if there is a conflict of interest between a candidate and City business. Additionally, one other question has been added that starts the discussion of addressing any dual office holding situations.

If a candidate answers "yes" to any question on the questionnaire, additional investigation will need to occur to determine if a conflict or dual office holding situation exists. In accordance with Oklahoma Law:

- 1. If a conflict is found between a member of the City Council and a contract situation with the City, then the contract is void.
- 2. If a City Council Member is subject to dual office holding, then upon acceptance of the second office, the first office is automatically vacated.

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

Respectfully submitted,

). Maisch

Donald D. Maisch City Attorney



MUNICIPAL CANDIDATE QUESTIONNAIRE

Pursuant to Section 2-13.1 of the City Ordinances for the City of Midwest City candidates shall file a sworn statement of candidacy with the Secretary of the Oklahoma County Election Board and with the City Clerk. Upon the filing of the sworn statement of candidacy with the City Clerk, each candidate shall complete a questionnaire that contain the following questions.

NOTICE: All information provided on this form will be made publicly available.

PLEASE TYPE OR PRINT

Candidate's name:	
1.	Are you employed? Yes No
	If yes, please state the name of your employer?
2.	Do you have any contracts with the City of Midwest City? Yes No If yes, please specify:
3.	Do you have any family members* who have contracts with the City of Midwest City?
	Yes No
	If yes, please specify:
4.	Do you or any of your family members* have a business relationship with the City of
	Midwest City? Yes No
	If yes, please specify:
5.	Do you or your spouse have a 25% or more ownership in any business? Yes No
	If yes, please state the name of the business?

6. Are you an employee or hold any office with the Federal Government, Oklahoma State

Government, any County Government, or any other City Government?	
Yes No	
If yes, please specify, including stating which branch of government and what position	
you hold:	
*For the purposes of this questionnaire, the term "family members" shall mean: Spouse, Child (Including Step-Child), Parent (Including In-Laws), Siblings (Including In-Laws), Grandparents (Including In-Laws), Grandchild (Including Step-Grandchild), Aunt or Uncle.	
If the answer to any of the questions above is yes, additional questions may need to be asked of the candidate, in accordance with Oklahoma Attorney General Opinion 2024-8, to determine if there is a conflict-of-interest that may need to be addressed.	
I, the undersigned, swear or affirm that the information provided in this questionnaire is true and correct.	
Signature of Candidate	

Community Development Department



100 N. Midwest Blvd, Midwest City, OK

To: Honorable Mayor and Council

From: Matt Summers, Community Development Director

Date: June 24, 2025

Subject: (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.

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.

Action is at the discretion of the City Council.

Dates of Hearing:

Planning Commission- June 3, 2025 City Council- June 24, 2025 Page 2 June 24, 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

June 24, 2025

(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.

MP-23

Streets and Sidewalks

Access to the area of request exists off of 920 North Air Depot Boulevard and Blueridge 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 June 24, 2025, City Council agenda packet and made part of the MP-23 file.

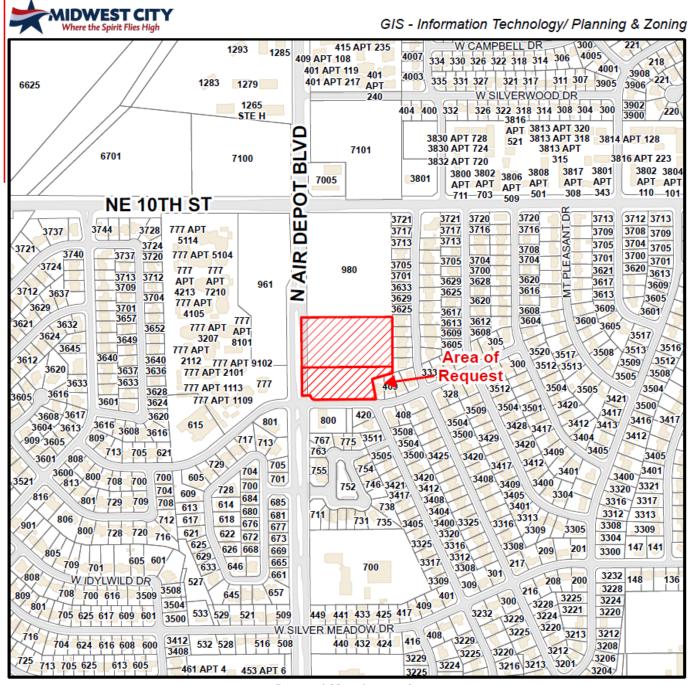
Suggested Motion:

"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 June 24, 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.

Matt Summers, AICP

Community Development Director



Locator Map Midwest City 15 by Section Numbers œ ~ 22 21 24 28 27 26 25 30. 33 T 12 N -32 35 36 31 T 11 N 4 3 2 1 6 5 9 10 7 8 9 10 11 12

Created on May 06, 2025 using ArcPY script - MP-23

General Map Legend

Buildings

Edge of Pavement

MWC City Limits

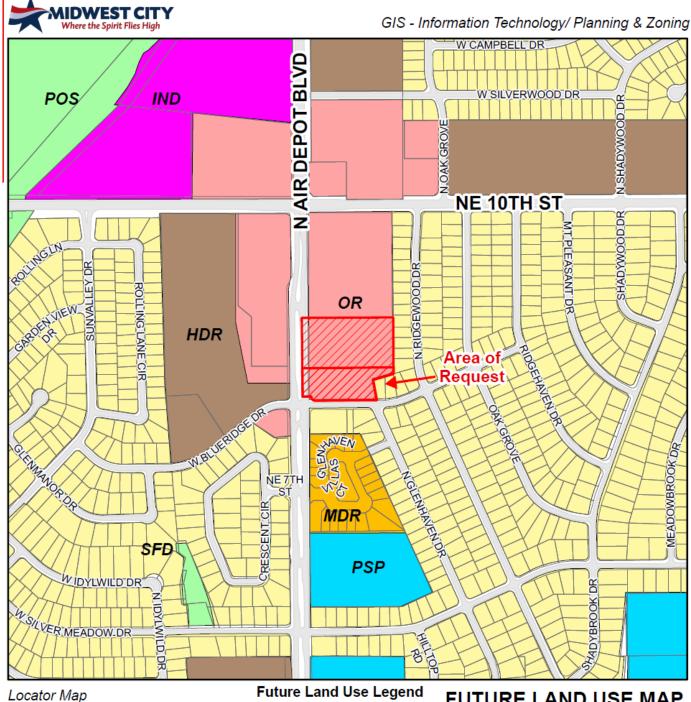
Railroads

Inactive / Closed

GENERAL MAP FOR MP-23 (NW/4, Sec. 34, T12N, R2W)



THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP, ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



High Density Residential

Manufactured Home

Public/Semi-Public

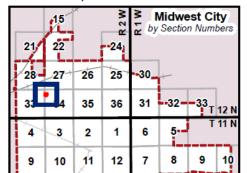
Parks/Open Space

Office/Retail

Commercial

Town Center

Industrial



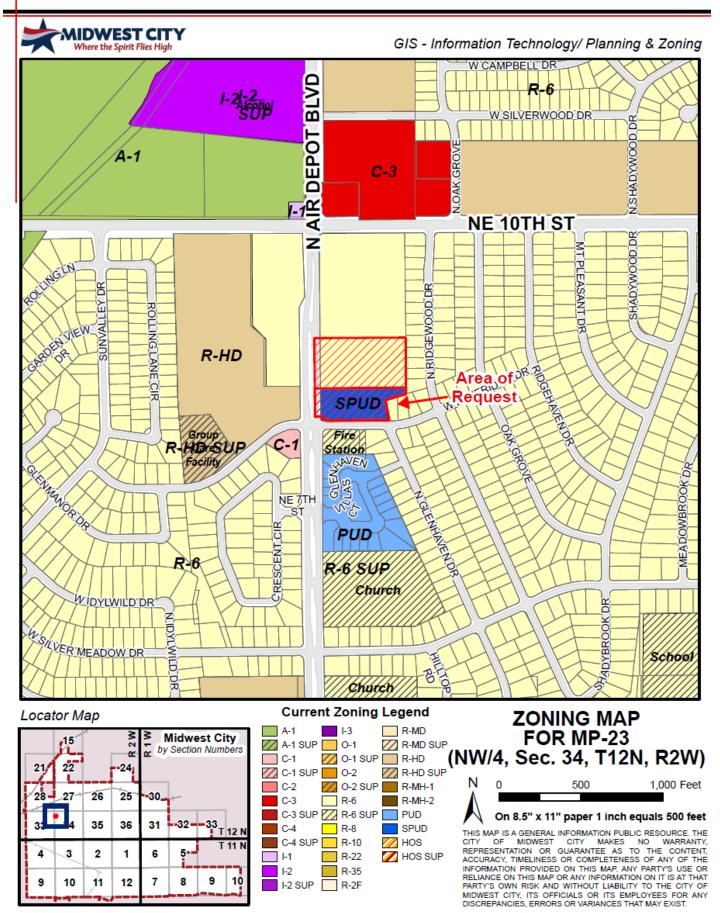
Created on May 06, 2025 using ArcPY script - MP-23

Single-Family Detached Residential Medium Density Residential FUTURE LAND USE MAP FOR MP-23 Medium Density Residential FOR MP-23

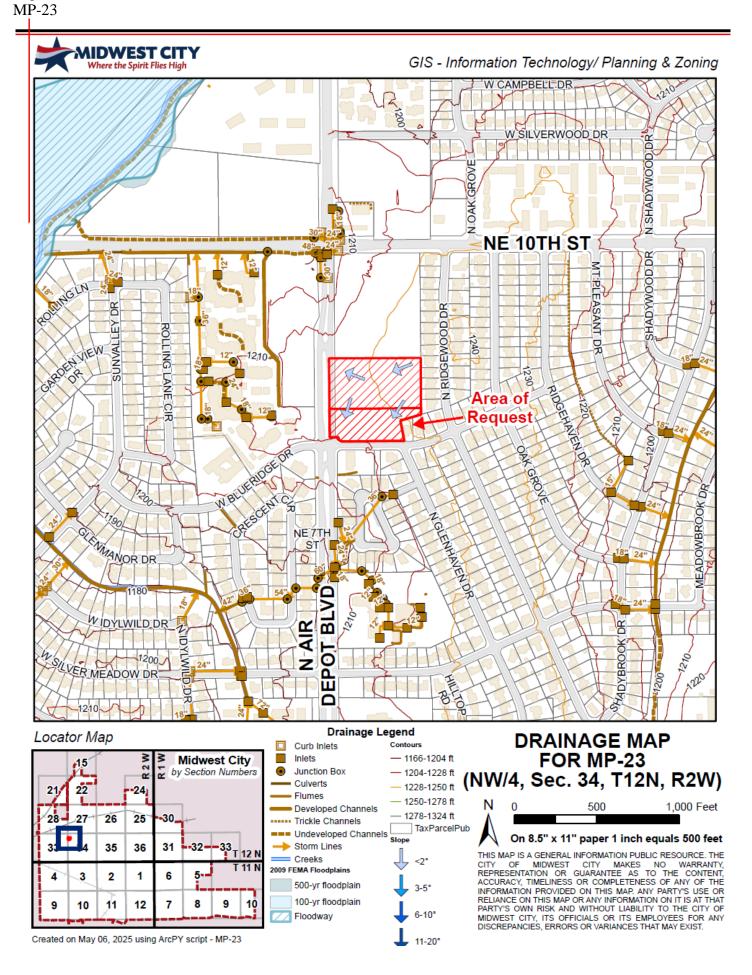
(NW/4, Sec. 34, T12N, R2W)

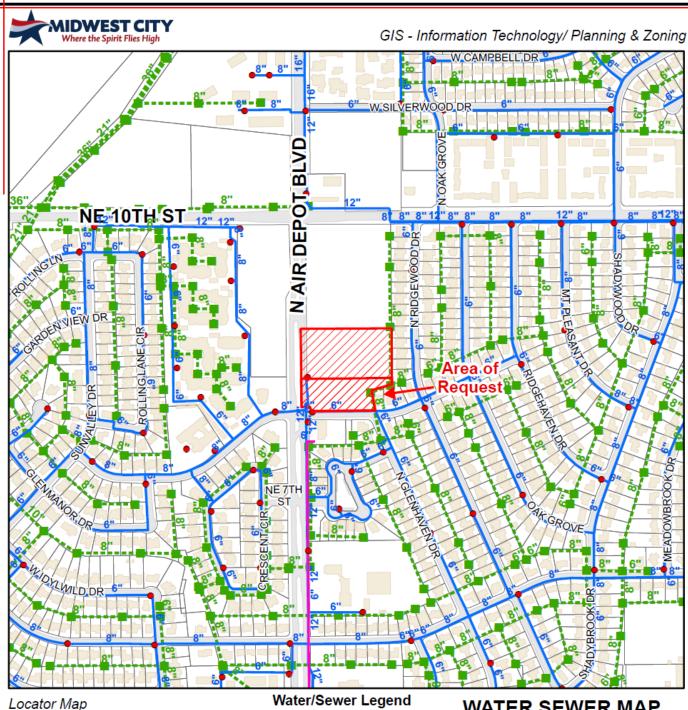


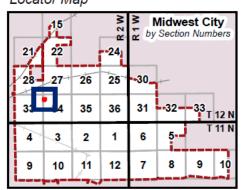
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



Created on May 06, 2025 using ArcPY script - MP-23







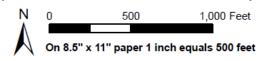
Created on May 06, 2025 using ArcPY script - MP-23

Water/Sewer Legend

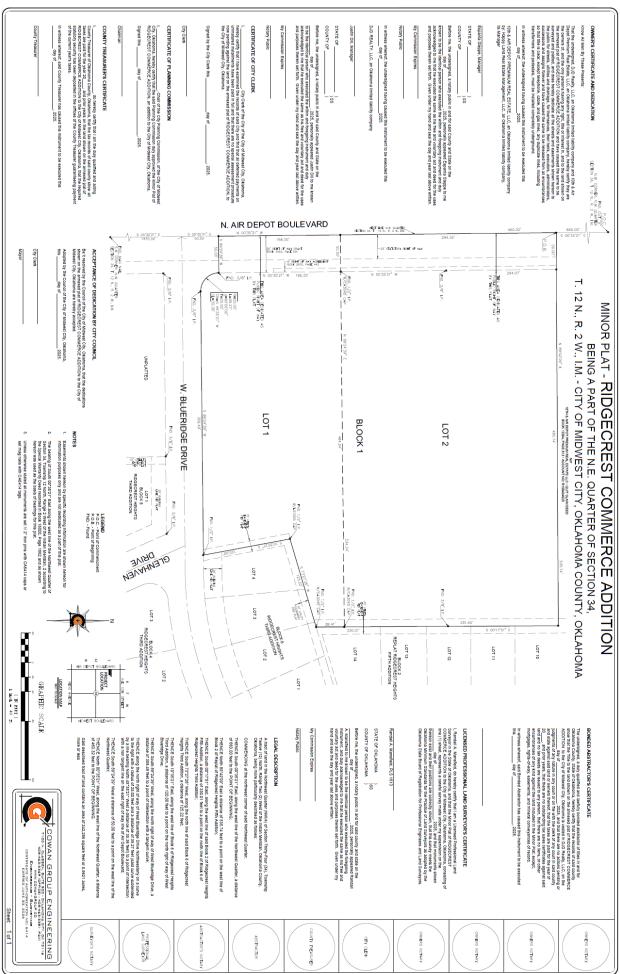


Sewer Lines

WATER SEWER MAP FOR MP-23 (NW/4, Sec. 34, T12N, R2W)



THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP, ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY INFORMATION. DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.





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: June 24, 2024

Subject: 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. (Community Development – M. Summers; Neighborhood Services - M. Stroh)

Inspectors for the Office of the Chief Building Official and for Code Enforcement for the City of Midwest City conducted inspections at Hilltop Mobile Home Park. From those inspections, notices were issued to Hilltop Mobile Home Park. Section 23-8 of Chapter 23 and Section 27-8 of Chapter 27 both give the right to request a hearing before the City Council of any notice received. The City received such an appeal request from Hilltop Mobile Home Park on April 22, 2025.

At the May 27th, City Council meeting, the Council requested staff provide the property owner and Council with:

- 1. A list of units determined to be wrecked, damaged, or dilapidated,
- 2. A list of the travel trailers located within the mixed park, and
- 3. An updated list of current violations under Chapter 27 within the park.

Staff has complied with this request within the timeframe set by City Council. Included is a report prepared by Community Development regarding the violations of Chapter 23. We have also included a list of the current (as of the writing of this agenda item) violations of Chapter 27 from the Neighborhood Services Department. Lastly is included letters from the property owner's legal representation and the City Attorney's response.

Action is at the discretion of the City Council.

Respectfully submitted,

Matt Summers

Mat James

Community Development Director

Mike S. Stroh

Neighborhood Services Director

Mike b. Gtrah



Community Development Department

100 N. Midwest Blvd, Midwest City, OK

To: Honorable Mayor and Council

From: Matt Summers, Community Development Director

Date: June 24, 2025

Subject: 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 of the

City Ordinances of the City of Midwest City.

Executive Summary

Community Development staff sent a notice of violation to the owner of Hilltop Mobile Home Park on April 7, 2025. On April 22, 2025, the property owner requested an appeal of the violations be heard by City Council. At the May 27, 2025 City Council meeting, staff was asked to provide the property owner with a list of manufactured homes/travel trailers found to be in violation of Chapter 23 within ten (10) days.

Staff sent the property owner a letter by email and certified mail detailing the specific units found to be in violation of Sections 23-76, 23-93, and 23-92. Staff believes the report below and supporting exhibits document violations of these sections of Midwest City Municipal Code, and request City Council sustain the notice.

Section 23-76

Section 23-76 (b) of the Midwest City Municipal Code requires that for a mixed park, manufactured homes and travel trailers be kept in separate designated areas. This provision was originally adopted by the City Council on May 14, 1968, Ordinance Number 967, Section 8.3. Previous to the adoption of Ordinance Number 967, it was unlawful to "possess or allow to remain on any premises, public or private under his or their control within Midwest City, Oklahoma, any house trailer or living quarters on wheels, or portable and/or temporary living quarters." See, Section 1 or Ordinance 3 of the City Ordinances of the City of Midwest City, adopted on May 4, 1943. Staff has noted for the property owner that Lots 14, 15, 28, 30, 41, 48, 54, 61, 67, 79, 96 and 110 all contain travel trailers. Exhibit A, attached to this report, contains photos of each of the travel trailers. The travel trailers listed above are scattered throughout the park, and are not in a separate designated area.

In the letter sent to the property owner dated April 7, 2025, staff requested the property owner provide a site map designating which sector of the park is intended for travel trailers.

Section 23-93

Section 23-93 of the Midwest City Municipal Code states that wrecked, damaged, or dilapidated manufactured homes and travel trailers shall not be kept or stored. This provision was originally adopted by the City Council on May 14, 1968, Ordinance Number 967, Section 19.1. Previous to the adoption of Ordinance Number 967, it was unlawful to "possess or allow to remain on any premises, public or private under his or their control within Midwest City, Oklahoma, any house trailer or living quarters on wheels, or portable and/or temporary living

Page 2 June 24, 2025

quarters." See, Section 1 or Ordinance 3 of the City Ordinances of the City of Midwest City, adopted on May 4, 1943. The code also gives the Inspection Officer the authority to "determine if a manufactured home or travel trailer is damaged or dilapidated to a point which makes the manufactured home or travel trailer unfit for human occupancy". When such a determination is made, the manufactured home shall be vacated and removed from the premises.

The Inspection Officer has documented that the units located on Lots 16, 102, 109, and 112 in Hilltop Mobile Home Park have been damaged or dilapidated to a point which makes them unfit for human occupancy. As such, they shall be removed from the premises as required by the Municipal Code of Midwest City. Exhibit B, attached to this report, contains photos of each of the units on the above referenced lots documenting their damaged/dilapidated state.

Section 23-92

Staff has also made the property owner aware of violations of Section 23-92 of the Midwest City Municipal Code in Hilltop Mobile Home Park. This section requires a permit be issued by the inspecting officer prior to any "alteration to the exterior of a manufactured home". This provision was originally adopted by the City Council on May 14, 1968, Ordinance Number 967, Section 17.3. Previous to the adoption of Ordinance Number 967, it was unlawful to "possess or allow to remain on any premises, public or private under his or their control within Midwest City, Oklahoma, any house trailer or living quarters on wheels, or portable and/or temporary living quarters." See, Section 1 or Ordinance 3 of the City Ordinances of the City of Midwest City, adopted on May 4, 1943. It has been documented that work has been done to alter the exterior of the manufactured homes on Lots 16 and 112 without a permit. Additionally, Section 23-92 requires permitted work to the exterior of a manufactured home to be done with the same type of construction or materials that the manufactured home was constructed with. Staff has documented that these units have had sheet metal affixed to the exterior while the original construction material was of a different type. The property owner has been notified that no additional unpermitted work should be done on manufactured homes within the park. Exhibit C, attached to this report, contains photos of these units documenting the materials affixed to the exterior.

Lots 100 & 101

Staff has requested the property owner grant access to the manufactured homes on lots 100 & 101. Based on visual inspections during previous visits to Hilltop Mobile Home Park, staff suspects these units to also be damaged/dilapidated and unfit for human habitation. The property owner asked why it was necessary to view the interiors of these units, and staff replied it was to verify if they are viable habitable structures. At the time this report was written, staff has not received any additional communications from the property owner regarding the request to access the units on these three lots. While no violations have been documented or issued related to lots 100 and 101, staff notes, for the property owner and City Council, that permits are required prior to "any construction on a manufactured home space or any structural addition or alteration to the exterior of a manufactured home."

Conclusion

Staff believes, based on the information in this report, that there are violations of Sections 23-76, 23-92, and 23-93 of Midwest City Municipal Code, as previously adopted by the City Council in Ordinance number 967, and

Page 3 June 24, 2025

requests City Council sustain the notices of violation that are being appealed. Staff welcomes the opportunity to work with the property owner to bring Hilltop Mobile Home Park into compliance with city regulations.

Action is at the discretion of the City Council.

Respectfully submitted,

Matt Summers, AICP

Community Development Director

Exhibit A

This exhibit documents the travel trailers located in Hilltop Mobile Home Park.

















Per the tenant, there is a 30 ft. travel trailer in this and it has been gutted. The structure(s) shown in this photo were erected without permits.





Lot 96





Exhibit B

This exhibit documents the units that have been identified as wrecked, damaged, or dilapidated.

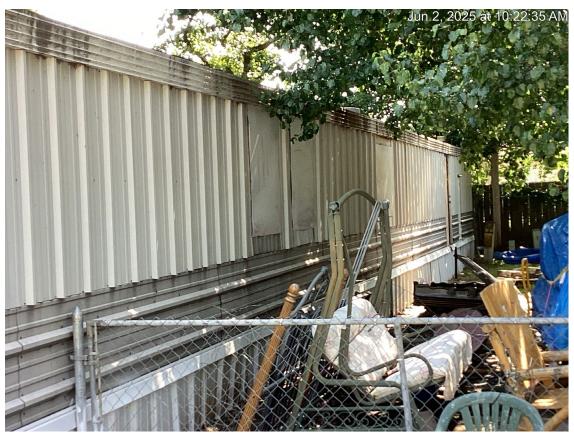
Lot 16

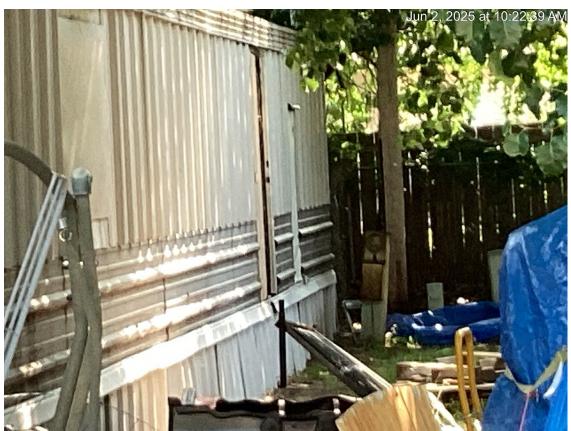
The photos show the unit is damaged/dilapidated and unfit for human habitation. Also, unpermitted sheet metal has been installed. Some of the windows have been boarded over in violation of Midwest City Municipal Code Section 20-102. This section states, "It shall be unlawful for any owner of a boarded dwelling to allow the dwelling to remain boarded in excess of thirty (30) days." The photos below document that the windows have been boarded since at least March 18, 2025.















Lot 102

The photos show the unit is damaged/dilapidated and unfit for human habitation.









Lot 109

Unpermitted sheet metal has been installed covering required windows for habitable space. The photos from March 2025 show the extent of the unpermitted alteration to the exterior of the manufactured home. The photos of the interior demonstrate that the unit is damaged/dilapidated and unfit for human habitation.













Lot 112

Unpermitted sheet metal has been installed covering required windows for habitable space. The photos from March 2025, show the presence of exterior windows on the structure and the extent of the unpermitted alteration to the exterior of the manufactured home. City records show the water services were shut off for this unit in 2005, and the meter was removed in 2006. O&E stated the last day of service for this unit was in 2005 and the meter was removed in 2009.



















HILLTOP MHC CE OPEN CASES AS OF JUNE 10 AT

3/12/2025	LKrout	OPEN	CE-IPLTR	19TH ST, 74, 73141	Windows & Glazing	CE-WINDGLZ	CE-25-01311
3/12/2025	LKrout	OPEN	CE-IPLTR	19TH ST, 74, 73141	Trash & Debris	CE-TRASH	CE-25-01310
3/12/2025	LKrout	OPEN	CE-IPLTR	73141	Exterior Paint	CE-EXPAINT	CE-25-01309
3/12/2025	LKrout	OPEN	CE-IPLTR	9700 NE 19TH ST, 77, 73141	Exterior Paint	CE-EXPAINT	CE-25-01302
3/12/2025	LKrout	OPEN	CE-IPLTR	9700 NE 19TH ST, 77, 73141	General Exterior	CE-GENLEXT	CE-25-01301
3/12/2025	LKrout	OPEN	CE-IPLTR	73141	Trash & Debris	CE-TRASH	CE-25-01300
3/12/2025	LKrout	OPEN	CE-IPLTR	76, 73141	Exterior Paint	CE-EXPAINT	CE-25-01298
3/11/2025	LKrout	OPEN	CE-IPLTR	19TH ST, 83, 73141	Windows & Glazing	CE-WINDGLZ	CE-25-01285
3/11/2025	JCrutcher	OPEN	CE-IPLTR	73141	General Exterior	CE-GENLEXT	CE-25-01280
3/11/2025	JCrutcher	OPEN	CE-IPLTR	9700 NE 19TH ST, 67, 73141	Exterior Paint	CE-EXPAINT	CE-25-01217
3/18/2025	GVangilder	OPEN	CE-IPLTR	9700 NE 19TH ST, 73141 (LOT 47)	Exterior Paint	CE-EXPAINT	CE-25-01579
3/14/2025	GVangilder	OPEN	CE-IPLTR)	Stairways & Porches	CE-STRPRCH	CE-25-01427
3/13/2025	GVangilder	OPEN	CE-IPLTR	9700 NE 19TH ST, 73141 (LOT 27)	Stairways & Porches	CE-STRPRCH	CE-25-01389
3/18/2025	EJones	OPEN	CE-IPLTR	OK, 73141 (Lot 98)	Exterior Paint	CE-EXPAINT	CE-25-01584
3/18/2025	EJones	OPEN	CE-IPLTR	19TH ST, Midwest City, OK, 73141 (Lot 98)		CE-ROOFDRN	CE-25-01567
3/18/2025	EJones	OPEN	CE-IPLTR	19TH ST, Midwest City, OK, 73141 (Lot 98)	Windows & Glazing	CE-WINDGLZ	CE-25-01564
3/18/2025	EJones	OPEN	CE-IPLTR	19TH ST, Midwest City, OK, 73141 (Lot 98)	General Exterior	CE-GENLEXT	CE-25-01558
3/18/2025	EJones	OPEN	CE-IPLTR	19TH ST, Midwest City, OK, 73141 (Lot 96)	Trash & Debris	CE-TRASH	CE-25-01513
3/17/2025	EJones	OPEN	CE-IPLTR	19TH ST, Midwest City, OK, 73141 (Lot 95)	Trash & Debris	CE-TRASH	CE-25-01489
3/14/2025	EJones	OPEN	CE-IPLTR	19TH ST, Midwest City, OK, 73141 (Lot 94)	Exterior Paint	CE-EXPAINT	CE-25-01448
3/14/2025	EJones	OPEN	CE-IPLTR	Midwest City, OK, 73141 (Lot 93)	General Exterior	CE-GENLEXT	CE-25-01446
3/14/2025	EJones	OPEN	CE-IPLTR	19TH ST, Midwest City, OK, 73141 (Lot 93)	Exterior Paint	CE-EXPAINT	CE-25-01445
3/14/2025	EJones	OPEN	CE-IPLTR	19TH ST, Midwest City, OK, 73141 (Lot 92)	Windows & Glazing	CE-WINDGLZ	CE-25-01438
3/14/2025	EJones	OPEN	CE-IPLTR	OK, 73141	General Exterior	CE-GENLEXT	CE-25-01436
3/14/2025	EJones	OPEN	CE-IPLTR	19TH ST, Midwest City, OK, 73141 (Lot 91)	Stairways & Porches	CE-STRPRCH	CE-25-01435
3/14/2025	EJones	OPEN	CE-IPLTR	, Midwest City, OK, 73141 (Lot 91)	General Exterior	CE-GENLEXT	CE-25-01432
3/14/2025	EJones	OPEN	CE-IPLTR	19TH ST, Midwest City, OK, 73141 (Lot 91)	Exterior Paint	CE-EXPAINT	CE-25-01429
3/13/2025	EJones	OPEN	CE-IPLTR	19TH ST, Midwest City, OK, 73141 (Lot 90)	Exterior Paint	CE-EXPAINT	CE-25-01382
3/13/2025	EJones	OPEN	CE-IPLTR	19TH ST, Midwest City, OK, 73141 (Lot 89)	Exterior Paint	CE-EXPAINT	CE-25-01374
3/13/2025	EJones	OPEN	CE-IPLTR	19TH ST, Midwest City, OK, 73141 (Lot 88)	Trash & Debris	CE-TRASH	CE-25-01369
3/12/2025	EJones	OPEN	CE-IPLTR	19TH ST, Midwest City, OK, 73141 (Lot 88)	Stairways & Porches	CE-STRPRCH	CE-25-01344
3/12/2025	EJones	OPEN	CE-IPLTR	19TH ST, Midwest City, OK, 73141	General Exterior	CE-GENLEXT	CE-25-01340
3/12/2025	EJones	OPEN	CE-IPLTR	19TH ST, Midwest City, OK, 73141	Windows & Glazing	CE-WINDGLZ	CE-25-01327
3/12/2025	EJones	OPEN	CE-IPLTR	19TH ST, Midwest City, OK, 73141	Exterior Paint	CE-EXPAINT	CE-25-01325
3/12/2025	EJones	OPEN	CE-IPLTR	9700 NE 19TH ST, Midwest City, OK, 73141 (Lot 84)	Stairways & Porches	CE-STRPRCH	CE-25-01324
3/18/2025	DPatterson	OPEN	CE-IPLTR	19TH ST. 45.	Exterior Paint	CE-EXPAINT	CE-25-01578
3/18/2025	DPatterson	OPEN	CE-IPLTR	19TH ST 45	General Exterior	CE-GENLEXT	CE-25-01577
3/17/2025	DPatterson	OPEN	CE-IPLTR	19TH ST, 101,	Stairways & Porches	CE-STRPRCH	CE-25-01463
3/13/2025	DPatterson	OPEN	CE-IPLTR	19TH ST 104	Stairways & Porches	CE-STRPRCH	CE-25-01398
3/13/2025	DPatterson	OPEN	CE-IPLTR	19TH ST, 104,	General Exterior	CE-GENLEXT	CE-25-01395
3/12/2025	DPatterson	OPEN	CE-IPLTR	19TH ST, 108	Exterior Paint	CE-EXPAINT	CE-25-01346
3/12/2025	DPatterson	OPEN	CE-IPLTR	NE 19TH ST, 111,	Windows & Glazing	CE-WINDGLZ	CE-25-01334
3/11/2025	DPatterson	OPEN	CE-IPLTR	NE 19TH ST, 112,	General Exterior	CE-GENLEXT	CE-25-01267
3/11/2025	_	OPEN	CE-IPLTR	9700 NE 19TH ST, 113, 73141	Stairways & Porches	CE-STRPRCH	CE-25-01259
Initiated Date	Initiated By	Status Code	Status	Location	Type Description	Type	Number
				RHCI			

OF-50-01010	CE-25-01573	CE-25-01510		Number	
OF-IVOOLDIVIA	CE BOOEDBN	CE-25-01510 CE-WINDGLZ		Type	
CE-20-01010 CE-INOCI DINI NOCIS & DIAIIIAGE	Doofe & Drainge	Windows & Glazing		Type Description	
9/00 NE 191H SI, /3141 LOT 1/	0700 NE 4011104 47	9700 NE 19TH ST. 73141 LOT 13		Location	
つローフロース		CE-IPLTR	0.00.00	Status	
CTEN	1	OPEN	Company Conc	Status Code	
Sbarnard		SBarnard	The second second	Initiated Rv	
3/18/2025	240000	3/18/2025	THE POST OF THE PERSON	Initiated Date	

±8̂



1004 Northwest 139th Street Parkway Edmond, OK 73013 Phone: 405-655-8529

Fax: 405-353-7008

June 9, 2025

VIA Email & Regular Mail

Don Maisch, Esq.
Matt Summers
Randall Fryar
City of Midwest City
100 N. Midwest Blvd.
Midwest City, Oklahoma 73110
DMaisch@midwestcityok.org
MSummers@midwestcityok.org
RFryar@midwestcityok.org

Re: Hilltop Mobile Home Park - Letter of Representation & Follow Up

Gentlemen:

I have been retained to represent the Hilltop Mobile Home Park regarding the City of Midwest City's complaints against the lots contained in the mobile home park. I have received your June 6, 2025 correspondence requesting a response due by June 17, 2025. I plain to submit a formal response and attend the City Counsel meeting on behalf of my client. However, prior to submitting a formal response, I do have a number of requests:

- 1. Your letter dated June 6, 2025 notes several sections of the Midwest City Municipal Code were adopted in the 1960s. Looking at the online version of the Municipal Code as provided by your website indicates that the versions seen online are from the earliest adoption which was Ordnance No. 2059, which was adopted on July 23, 1985. Of course, the online Code of Ordinances do not go back to that original language what was in place at the time Hilltop Mobile Home Park was established. There is an indication that it may have changed. My request is that you provide me with copies of the ordnances or of the code which were applicable to Mobile Home Parks between May 14, 1968 and July 22, 1985, which what you claim was in effect at the time Hilltop Mobile Home Park was established.
- 2. In your letter dated April 7, 2025, you provide a 90 day period to correct the conditions mentioned in the letter. Later, at the City Counsel meeting

dated May 27, 2025, because there was not proper notice of the lots by which you complained of, you were given 10 days to determine which lots were in violation as of the April 7th letter. The question is: now that these lots have been identified, is it your intent to extend the 90 day period by which my client has to take corrective measures?

- 3. Please provide me with the standards by which you have determined the mobile homes or travel trailers in question are "wrecked, damaged, or dilapidated", additionally, please provide me with the name and telephone number of any inspector who may have made such a determination. Could you also please provide a copy of the inspection report?
- 4. By my calculations, the corrective measures to be taken within 90 days of April 7, 2025 would put the deadline on July 6, 2025. Obviously, this would come in any conflict with the upcoming City Counsel meeting. Is it your intent for the City Counsel to take action on these matters prior to the July 6, 2025 date?

Should you have any questions, do not hesitate to contact me. I like to keep an open dialogue open to hopefully resolve these matters efficiently, expediently, and effectively.

Respectfully,

Evan W. King, Esq

EK;ek CC: Client; file



City Attorney, Donald D. Maisch

100 N. Midwest Boulevard Midwest City, OK 73110 DMaisch@midwestcityok.org Office: 405.739.1203 www.midwestcityok.org

June 11, 2025

Evan King Evan King Law Firm, PLLC 1004 NW 139th Street Parkway Edmond, OK 73013

RE: Response to your Letter dated June 9, 2025

Dear Mr. King:

The City of Midwest City is in receipt of your letter-reference above. In the letter you raise four (4) questions. Below are the responses to the four (4) questions:

Response to Question #1: Enclosed are Midwest City Ordinance #3 adopted on May 4, 1943. Section 1 of this ordinance made it unlawful for "any person or persons, firm or corporation to keep, possess or allow to remain on any premises, public or private under his or their control within Midwest City, Oklahoma, any house trailer or living quarters on wheels, or portable and/or temporary living quarters." Then on May 14, 1968, the Midwest City Council adopted ordinance #967 which established requirements for travel trailers, manufactured homes and manufactured home parks. The items listed in original April notice are covered in Section 8.3, concerning the separation of travel trailers and manufactured homes in mixed parks; Section 19.1 concerning wrecked or dilapidated manufactured homes and travel trailers; and Section 17.3 which requires the application for and issuance of permits before any "structural addition or alteration to the exterior of a mobile home takes place." All three (3) of these sections have been adopted into the current Midwest City Ordinances concerning Manufactured Homes and Travel Trailers.

Response to Question #2: Pursuant to Midwest City Ordinance, your client requested this matter be brought before the Midwest City Council. According to the Ordinance, that request was required to be set at the next available City Council Meeting, which was the May 27, 2025, meeting. Based on what the City Council required from the May 27, 2025, meeting, additional correspondence from the Community Development Director has been sent (meeting the 10-day requirement). This correspondence identified specific lots where either (1) travel trailers are mixed with manufactured homes; (2) where there are identified dilapidated manufactured homes or travel trailers or (3) where structural changes were completed to the outside of a manufactured home without obtaining a permit. Given that there is an upcoming City Council Meeting where this matter will be discussed, city staff will follow the direction given by the City Council.

Response to Question #3: Since the term "wrecked" is not defined in City Ordinance, the common, ordinary definitions of this term would be used. The Webster's Dictionary definition of the term "wrecked" is: "something disabled or in a state of ruin or dilapidation." The term



City Attorney, Donald D. Maisch

100 N. Midwest Boulevard Midwest City, OK 73110 DMaisch@midwestcityok.org Office: 405.739.1203 www.midwestcityok.org

"dilapidated" is defined in both City Ordinance and in State Statute. The City Ordinance definition is located in Section 9-3 (g):

"Dilapidated building" means:

- a. A structure which through neglect or injury lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the general public;
- b. A structure which is unfit for human occupancy due to the lack of necessary repairs and is considered uninhabitable or is a hazard to the health, safety, and welfare of the general public;
- c. A structure which is determined by the municipal governing body or administrative officer of the municipal governing body to be an unsecured building, as defined by paragraph (g)(1) (a. or b.) of this section, more than three (3) times within any twelvemonth period;
- d. A structure which has been boarded and secured, as defined by paragraph (g)(1) (a. or b.) of this section, for more than six (6) consecutive months; or
- e. A structure declared by the municipal governing body to constitute a public nuisance."

The definition in City Ordinance follows the definition in State Statute at Title 11 of the Oklahoma Statutes, Section 22-112 (C):

"Dilapidated building" means:

- a. a structure which through neglect or injury lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the general public,
- b. a structure which is unfit for human occupancy due to the lack of necessary repairs and is considered uninhabitable or is a hazard to the health, safety, and welfare of the general public,
- c. a structure which is determined by the municipal governing body or administrative officer of the municipal governing body to be an unsecured building, as defined by Section 22-112.1 of this title, more than three times within any twelve-month period,
- d. a structure which has been boarded and secured, as defined by Section 22-112.1 of this title, for more than six (6) consecutive months, or
 - e. a structure declared by the municipal governing body to constitute a public nuisance."

The Chief Building Officer and his office did the inspections of Hilltop Mobile Home Park. The Chief Building Officer for the City of Midwest City is, Randall Fryar. E-Mail Address is RFryar@midwestcityok.org and phone number is 405-739-1270. There was no written inspection report created from the April, 2025 inspection. Photos from the inspection were taken, which are enclosed.



City Attorney, Donald D. Maisch

100 N. Midwest Boulevard Midwest City, OK 73110 DMaisch@midwestcityok.org Office: 405.739.1203 www.midwestcityok.org

Response to Question #4: Yes, your calculations are correct. As stated above, your client is the person who initiated the City Council action. City Staff will follow the direction provided by the City Council.

One last point, your client also raised issues with the findings of Code Enforcement with the City of Midwest City. When the initial notices by Code Enforcement were issued in April of 2025, there were over 300 violations. At the May 27, 2025, City Council Meeting, Code Enforcement reported several had been resolved, but there were still over 150 violations still open and had not been resolved. Based on the report received from Code Enforcement, as of June 10, 2025, there are approximately 45 remaining code violations to be resolved. Attached is the open list of code violations that remain unresolved.

If you have any questions or need any further information, please feel free to contact me. Thank you for your time with this matter.

Sincerely,

Donald D. Maisch

City Attorney
City of Midwest City
100 N. Midwest Blvd.
Midwest City, OK 73110
405-739-1203
dmaisch@midwestcityok.org

Enclosures

cc:

Matt Summers, Randall Fryar, Mike Stroh – City of Midwest City

ORDINANCE NO. 3

AN ORDINANCE PROHIBITING THE KEEPING OR POSSESSION OF HOUSE TRAILERS, PORTABLE AND/OR TEMPORARY LIVING GUARTERS ON ANY PREMISES IN MIDWEST CITY AND PROVIDING THE PENALTY FOR VIOLATION HEREOF.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF MIDWEST CITY, OKLAHOMA, THAT:

SECTION 1. It shall be unlawful and an offense for any person or persons, firm or corporation to keep, possess or allow to remain on any premises, public or private under his or their control within Midwest City, Oklahoma, any house trailer or living quarters on wheels, or portable and/or temporary living quarters.

SECTION 2. It shall be the duty of the Town Marshal to enforce this ordinance and to that end he shall cause the arrest of any person or persons guilty of the violation of this ordinance and such person upon conviction thereof shall be fined any amount not exceeding \$20.00.

held to be unconstitutional, it shall not affect the other parts thereof.

SECTION 4. (Emergency) WHEREAS, it being immediately necessary for the preservation of the peace, health and safety of Midwest City, and the inhabitants thereof, that the provisions of this ordinance be put into full force and effect an emergency is hereby declared to exist, by reason whereof this ordinance shall take effect and be in full force from and after its passage, as provided by law.

PASSED by the Board of Trustees of Midwest City, Oklahoma, this 4 day of May, 1943

- I	Royal Brust President	printerpalso
the old page	C.L. Reed Member	ment (ment)
	Charles O. Gambel	
	Member	restd garang

ATTEST:

Joe Mattox
Midwest City Clerk

ORDINANCE NO.967

AN ORDINANCE OF THE CITY OF MIDWEST CITY, OKLAHOMA, ESTABLISHING AND DEFINING RULES, REGULATIONS, RESTRICTIONS AND LIMITATIONS FOR THE INSTALLATION, CONSTRUCTION OR ESTABLISHMENT OF TRAILER PARKS; REGULATIONS PERTAINING TO MOBILE HOMES AND TRAILERS, AND DECLARING AN EMERGENCY.

AN EMERGENCY ORDINANCE

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

SECTION I. DEFINITIONS

- (a) Dependent Mobile Home means a mobile home which does not have a flush toilet and a bath or shower. For purposes of regulation under this ordinance, a dependent mobile home shall be considered to be the same as a dependent travel trailer unless otherwise specified.
- (b) Dependent Travel Trailer means a travel trailer which does not have a flush toilet and a bath or shower.
- (c) Independent Mobile Home means a mobile home which has a flush toilet and a bath or shower. Unless otherwise indicated in the text of this ordinance, the term Mobile Home shall mean an independent mobile home and/or independent travel trailer.
- (d) Independent Travel Trailer means a travel trailer which has a flush toilet and a bath or shower.
- (e) <u>Health Officer</u> means the legally designated health authority of the City of <u>Midwest City</u>, or his authorized representative.
- (f) Inspection Officer means the Superintendent of Building Construction of the $\overline{\text{City}}$ of $\overline{\text{Midwest City}}$, or his authorized agent.
- (g) Licensee means any person licensed to operate and maintain a mobile home $\overline{\text{park under}}$ the provisions of this ordinance.
- (h) Mobile Home means a single-family dwelling designed for transportation on streets and highways on its own wheels or on flat-bed or other trailers, both highway and rail, and arriving at the site where it is to be occupied as a dwelling complete and ready for occupancy, except for minor and incidental unpacking and assembling operations, location on jacks or permanent foundations, connection to utilities, and similar operations. Unless otherwise indicated in the text of this ordinance, the term 'mobile home' shall refer to an 'independent mobile home' as defined in (c) above, or an independent travel trailer as defined in (d) above.
- (i) Mobile Home Park means any plot of ground upon which two or more mobile homes, occupied for dwelling or sleeping purposes are located regardless of whether or not a charge is made for such accommodations.
- (j) Mobile Home Space means a plot of ground within a mobile home park designed for the accomodation of one mobile home, and not located on a mobile home sales lot.
- (k) Mobile Home Subdivision means a subdivision designed and intended for residential use where residence is in mobile home exclusively, and mobile home lots are sold for occupancy.
- (1) Non-residential Mobile Trailer means any vehicle having the basic characteristics of either a mobile home or travel trailer but which is used for purposes other than residential and is not being offered for sale (as indicated by a clearly displayed sign on or near the trailer).

Trailer Ordinance Page Two

- (m) Park means a mobile home and/or travel trailer park.
- (n) Permittee means any person to whom a temporary permit is issued to maintain or operate a mobile home park under the provisions of this ordinance.
- (o) Person means natural individual, firm, trust, partnership, association or corporation.
- (p) Public Water System or Public Sewer System means any such system built and owned by, or dedicated to and accepted by, the City of Midwest City; all other such systems are private.
- (q) Rural means any area shown on the Midwest City Area General Plan for suburban or rural development and which is zoned agriculturally.
- (r) Service Building means a building housing toilet and bathing facilities for men and/or women, and may also include buildings containing laundry facilities and other facilities as required by this ordinance or desired by the park operator.
- (s) $\underline{\text{Subdivision}}$ means mobile home subdivision unless otherwise indicated.
- (t) Travel Trailer Park means any plot of ground upon which two or more dependent travel trailers and/or independent travel trailers, occupied for dwelling or sleeping purposes, are located regardless of whether or not a charge is made for such accommodations.
- (u) Travel Trailer Space means a plot of ground within a park designed for accomodation of one travel trailer.
- (v) $\underline{\text{Urban}}$ means any area shown on the Midwest City Area General Plan for urban intensity development.
- (w) Free Standing Mobile Home means any mobile home or travel trailer not located in a mobile home park or travel trailer park respectively, licensed by the City of Midwest City, or in an approved mobile home subdivision.

SECTION 2. LICENSE AND PERMIT

- 2.1 (a) It shall be unlawful and an offense for any person to construct, maintain or operate a mobile home park or travel trailer park within the limits of the City of Midwest City unless he holds a valid license. This license will be issued upon original application and annually thereafter. Any mobile home park or travel trailer park in existence on the effective date of this ordinance shall not be governed by this ordinance and may continue under conditions described below.
- (b) Application shall be made to the City Clerk and/or Inspection Officer of the City of Midwest City, who shall issue a license upon compliance by the applicant with all provisions of this ordinance. Every person holding such a license shall notify the City of Midwest City- 30 days after having sold, transferred or otherwise disposed of interest in or control of mobile home park. Such notice shall include the name and address of the person succeeding to the ownership or control of such mobile home park or travel trailer park.
- 2.2 (a) Application for original license shall be in writing, signed by the applicant, and accompanied by an affidavit of the applicant as to the truth of the application and shall contain the following:
 - 1. Name and address of the applicant.
 - The interest of the applicant in, and the legal description of the park.

- A complete plan of the park showing compliance with all applicable provisions of this ordinance and regulations promulgated thereunder.
- Such further information as may be requested by the Health and/or Inspection Officers.
- (b) All existing mobile home parks and/or travel trailer parks shall be licensed; and the applicant shall be required to submit as much information as possible in accordance with Section 2.2(a).
- (c) Applications for renewals of licenses shall be made in writing by the holder of the license and shall contain the following:
 - Any change in the information submitted since the time the original license was issued or the latest renewal granted.
 - Other information requested by the Health and/or Inspection Officer.
- 2.3. A complete plan for the purpose of obtaining a license to be issued shall show:
 - (a) The area and dimensions of the tract of land.
 - (b) The number, locations and size of all mobile home or travel trailer spaces.
 - (c) The location and width of roadways, walkways, buffer strips and recreational areas.
 - (d) The location of service buildings and other proposed structures.
 - (e) The location and size of utility lines and treatment facilities.
 - (f) Plans and specifications of all buildings and other improvements constructed or to be constructed within the park.
- 2.4. Whenever the Health and/or Inspection Officer finds conditions existing in violation of this ordinance, or of any regulation adopted pursuant thereto, he (or they) shall give notice in writing to the person to whom the license was issued that unless such conditions or practices be corrected within a reasonable period of time specified in the notice the license will be suspended. At the end of such period, not to exceed 90 days, the Health and/or Inspection Officer shall re-inspect such park and if such conditions or practices have not been corrected he shall suspend the license and give notice in writing of such suspension to the person to whom the license was issued. Upon receipt of notice of suspension such person shall cease operation of such park, except as provided in Section 5.2.
- 2.5. Any person whose permit has been denied, suspended, or who has received notice from the Health and Inspection Officers that his permit will be suspended unless certain conditions or practices at the park are corrected, may request and shall be granted a hearing on the matter before the City Council; provided that when no petition for such hearing shall have been filed within ten days following the day on which notice of suspension was served, such license shall be deemed to have been automatically revoked at the expiration of such ten-day period.

Trailer Ordinance Page Four

SECTION 3. LICENSE FEES AND TEMPORARY PERMITS

3.1. The City Clerk shall charge and collect for each mobile home and/or travel trailer park an initial license or temporary permit of not to exceed \$10.00 per year. The initial license or temporary permit shall expire on April 30th of each year after issuance and shall be renewable on May 1st and each year thereafter.

SECTION 4. INSPECTION OF MOBILE HOME AND TRAVEL TRAILER PARKS.

- 4.1. The Health and Inspection Officers are hereby authorized and directed to make inspections to determine the condition of mobile home and travel trailer parks located within the City of Midwest City in order to perform their duty of safeguarding the health and safety of occupants of mobile home parks and of the general public.
- 4.2. The Health Officer shall have the power to inspect the outside premises of private or public property for the purposes of inspecting and investigating conditions relating to the enforcement of this ordinance or of regulations promulgated thereunder.
- 4.3. The Health and Inspection Officers shall have the power to inspect the register containing a record of all mobile homes and occupants using the park.
- 4.4. It shall be the duty of every occupant of a park to give the owner thereof or his agent or employee access to any part of such mobile home or travel trailer park or their outside premises at reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with this ordinance or with any lawful regulations adopted thereunder, or with any lawful order issued pursuant to the provision of this ordinance.

SECTION 5. NOTICES, HEARINGS AND ORDERS

- 5.1. Whenever the Health and/or Inspection Officer determines violations of h_{ea} lth, welfare or safety regulations exist, he shall notify the licensee or permittee of such alleged violation. Such notice shall:
 - (a) Be in writing.
 - (b) Include a statement of the reasons for its issuance.
 - (c) Contain an outline of remedial action which, if taken, will effect compliance with provisions of this ordinance and other pertinent regulations.
 - (d) Allow a reasonable time not to exceed 90 days for the performance of any act it requires.
 - (e) Be served upon the owner or his agent as the case may require, provided, that such notice or order shall be deemed as properly served upon owner or agent when a copy thereof has been sent by certified mail to his last known address.
- 5.2. Any person affected by any notice issued under this ordinance or resulting regulations may request, and shall be granted, a hearing on the matter before the City Council, provided, that such person shall file

with the Inspection Officer a written request for such hearing and setting forth briefly the grounds for such request within ten days after the day the notice was served. The filing of such request shall stay the notice of suspension of permits and licenses except in cases of orders issued under Section 5.4. The hearing shall be held at the next Council meeting for which the agenda has not been completed, or at a later meeting if so requested by the petitioner, should the Inspection Officer determine sufficient cause for such delay exists.

- 5.3. After such hearing, the Health or Inspection Officer shall compile the findings of the City Council as to compliance with this ordinance and pursuant regulations and shall issue an order in writing sustaining, modifying or withdrawing the prior notice which shall be served as provided in Section 5.1(d), providing, what happens then shall allow the permittee to file an appeal to the District Court. Upon failure to comply with such order, the permit of the mobile home park or travel trailer park shall be revoked.
- 5.4. Whenever the Health and/or Inspection Officer finds that an emergency exists which requires immediate action to protect the public health, he may without notice or hearing issue an order reciting the existence of such an emergency and requiring that such action be taken as he may deem necessary to meet the emergency, including the suspension of the permit. Notwithstanding any other provisions of this ordinance, such order shall be effective immediately. Any person to whom such an order is directed shall comply therewith immediately, but upon petition to the City Council, shall be afforded a hearing at the next regular meeting even if the agenda has been completed.

SECTION 6. FREE-STANDING MOBILE HOME

- 6.1. General Regulations of Mobile Homes. Except as hereinafter provided, no free-standing mobile home shall be permitted in the Midwest City urban area unless it is actively being offered for sale. Those free-standing mobile homes which are now non-conforming uses under the provisions of the Midwest City Zoning Ordinance may continue as non-conforming uses provided that they shall not be stored in front yards or on side yards abutting a street on corner lots.
- 6.2. General Regulations of Travel Trailers. No free-standing travel trailer shall be permitted in the Midwest City urban area unless it is being actively offered for sale or parked for storage, provided, however, that no travel trailer shall be stored in front yards or on side yards abutting a street on corner lots, and further provided that no water, plumbing or permanent electrical connections shall be permitted.
- 6.3. Sales Storage. Except for mobile homes or travel trailers within regular commercial mobile home or travel trailer sales lots, each such free-standing mobile home or travel trailer offered for sale must be clearly marked as such; shall not be occupied for either living or sleeping purposes, and must be removed from the premises if not sold within 120 days. Free-standing mobile homes or travel trailers located within regular commercial mobile home or travel trailer sales lots need be neither individually marked for sale nor removed within 120 days if not sold. A property owner shall not store, nor permit to be stored, more than one mobile home or travel trailer on a residential lot. Said property owner shall not actively offer for sale more than one mobile home in any 12-month period. Such mobile home or travel trailer shall not be stored in any required front or side yard or public utility easement, nor shall such mobile home or travel trailer project beyond the front of any building.
- 6.4. Rural Areas. Free-standing mobile homes shall be permitted in the Midwest City rural area but only as permitted in agricultural zoning districts as established by the Midwest City Zoning Ordinance. Permits for such free-standing mobile homes shall be issued by the Inspection Officer, but only when the applicant agrees in writing to remove such mobile home within 120 days after either the mobile home site is re-zoned to a district other than agricultural or is abutted within 660 feet by districts other than agricultural. Such free-standing mobile homes must comply with normal City regulations, except the specific qualifications to the Housing Code outlined for mobile homes in the Minimum Housing Code of the City of Midwest City, Okla.

SECTION 7. NON-RESIDENTIAL MOBILE TRAILERS

- 7.1. Non-Residential Use. No non-residential mobile trailer shall be permitted in the City of Midwest City unless a license for its operation is issued by the City Clerk of the City of Midwest City. Such license shall specify the permitted use of non-residential mobile trailer, the location of such operation and the termination date of the permit. No license shall be issued for a use which would violate any City, State or Federal ordinance, law or regulation.
- 7.2. Fee. An annual fee of Twenty Dollars (\$20.00) shall be charged for each non-residential mobile trailer license, which shall expire on April 30th each year and be renewable on May 1st of each year thereafter.
- 7.3. Construction Trailers. Operation of non-residential trailers by contractors on construction projects for which building permits have been issued or which are otherwise approved by governmental units is permitted during the term of such construction project without issuance of a license.
- 7.4. Watchmen. Operation of a non-residential trailer for the explicit use of a caretaker or night watchman on a permanent basis is permitted provided all other regulations of this ordinance are complied with. An annual fee of \$20.00 shall be charged each such non-residential mobile trailer license, which shall expire on April 30th each year and be renewable on May 1st of each year thereafter.
- 7.5. Construction of ordinance. The provisions hereof are not to be construed as permitting or authorizing the permanent location of any non-residential mobile trailer in the City of Midwest City, Oklahoma.

SECTION 8. LOCATION, SPACE AND GENERAL LAY-OUT OF MOBILE HOME AND TRAVEL TRAILER PARKS

- 8.1. Application to New Mobile Home and Travel Trailer Parks. All new mobile home parks and travel trailer parks planned and for development after the date of passage of this ordinance shall conform to the regulations and standards established in this section.
- 8.2. Application to existing mobile home and travel trailer parks. Those mobile home and travel trailer parks already developed before the date of passage of this ordinance shall not be governed by the regulations and standards established in this section unless specifically stated herein; provided, however, that no existing mobile home or travel trailer park shall be permitted to expand or have placed a greater number of mobile homes or travel trailers within its existing boundaries unless these additional units conform to all of the regulations and standards of this section; and provided further that any existing mobile home or travel trailer park shall not be expanded beyond its existing boundaries unless the new area developed conforms to all the regulations and standards of this ordinance.
- 8.3. Parks shall be of three types: (1) Mobile home parks; (2) Travel trailer parks, and (3) mixed mobile home and travel trailer parks. No dependent travel trailer shall be located in a mobile home park and used for occupancy. No mobile home shall be located in a travel trailer park. In a mixed park, separate areas shall be reserved for mobile homes and for dependent travel trailers; no mobile home shall be permitted in the travel trailer sector, no dependent travel trailer shall be permitted in the mobile home sector.
- 8.4. All mobile home parks shall be located on a well-drained site, properly graded to insure rapid drainage and freedom from stagnant pools of water; drainage shall not endanger any water supply.
- 8.5. The minimum area of any park shall be $2^{1}\!_{2}$ acres. However, parks in existence on the effective date of this ordinance can continue to operate with less than $2^{1}\!_{2}$ acre area.

- 8.5. Intensity of development shall be limited to no more than ten mobile homes per gross acre for a mobile home park, and no more than 15 travel trailers per gross acre for a travel trailer park. Area used for sewerage treatment facilities shall not be included in density computations. Mobile home spaces shall be at least 40 feet wide. Travel trailer spaces shall be at least 25 feet wide.
- 8.7. Every mobile home space and travel trailer space shall be clearly defined. Mobile homes and travel trailers will be parked in such spaces that, at the nearest point, they shall be 10 feet from the service road; 5 feet from the rear lot line, and at least 10 feet from any other mobile home or travel trailer.
- 8.8. It shall be unlawful to locate a mobile home or travel trailer less than 25 feet from any public street or highway right-of-way or so that any part of such mobile home or travel trailer will obstruct any roadway or walkway of such park.
- 8.9. All mobile home spaces shall abut upon a sealed surface driveway of not less than 20 feet in width if on-street parking is prohibited and 26 feet in width if on-street parking is permitted on one side of the street only.
- 8.10. (a) In mobile home or travel trailer parks existing at the effective date of this ordinance, parking on or adjacent to the street within the park is permissible as long as it does not obstruct free movement of traffic. Whether or not a safety hazard exists is a question to be determined by the Midwest City Traffic and Safety Commission, with final appeal to the City Council. If, upon final appeal before the City Council, it is determined by the Council that a safety hazard does in fact exist, the mobile home or travel trailer park concerned will be required to comply with Section (b) of this paragraph.
- (b) In new mobile home parks at least two (2) clearly defined off street sealed surface parking spaces will be provided for each mobile home space either on or adjacent to the space. In new travel trailer parks, at least one off street sealed surface parking space shall be provided for each space either on or adjacent to the space.
- 8.12. Outside drying spaces or other clothes-drying facilities shall be provided in every mobile home park or travel trailer park. Mobile home parks shall have at least 100 linear feet of clothes drying line or one mechanical clothes drying unit in good condition; mechanical units shall be located in a service building. Travel trailer parks and mixed parks shall have at least 25 linear feet of outdoor clothes drying line for each travel trailer space, or one mechanical clothes drying unit for the first 10 travel trailer spaces or any fraction thereof, and an additional unit for each 10 additional travel trailer spaces or any fraction thereof.
- 8.13. Each mobile home shall be located on a 4 inch thick cement pad, 12 feet wide and 40 feet long. This pad shall be placed over a 2 inch sand base, have a compressive strength of 3,500 lbs. per square foot, and be reinforced with $10 \times 6 \times 6$ mesh.

Each mobile home shall have a 4 inch thick cement patio, 8 feet wide and 24 feet long in front of the entrance. The patio shall be placed on 2 inches of compact sand and reinforced with $10 \times 6 \times 6$ mesh.

8.14. All mobile home parks shall provide suitable screening where abutting single family residential areas.

SECTION 9. SERVICE BUILDINGS FOR DEPENDENT TRAVEL TRAILER PARKS

- 9.1. Application to new mobile home and travel trailer parks. All new mobile home parks and travel trailer parks planned and for development after the date of passage of this ordinance shall conform to the regulations and standards established in this section.
- 9.2. Application to existing mobile home and travel trailer parks. Those mobile home and travel trailer parks already developed before the date of passage of this ordinance shall not be governed by the regulations

and standards established in this section unless specifically stated herein; provided, however, that no existing mobile home or travel trailer park shall be permitted to expand or have placed a greater number of mobile homes or travel trailers within its existing boundaries unless these additional units conform to all of the regulations and standards of this section; and provided further that any existing mobile home or travel trailer park shall not be expanded beyond its existing boundaries unless the new area developed conforms to all the regulations and standards of this section.

- 9.3. (a) Each travel trailer park shall be provided with at least one service building adequately equipped with flush-type toilet fixtures and other sanitary facilities as required in this ordinance. No service building shall contain less than one toilet for females, one toilet for males, one lavatory and shower or bathtub for each sex, and one laundry tray.
- (b) All sanitary facilities required by Section 10 shall be located in service buildings.
- 9.4. Each park accomodating dependent travel trailers shall provide the following:
- (a) Toilet facilities for males shall consist of not less than two flush toilets and one urinal for the first 6 dependent travel trailers or fraction thereof; and for dependent travel trailers in excess of 6, not less than one additional flush toilet and one additional urinal for every 10 additional travel trailers or fractional number thereof.
- (b) Toilet facilities for females shall consist of not less than two flush toilets for the first 6 dependent travel trailer spaces or any less number thereof, and for dependent travel trailer spaces in excess of 6, not less than one additional flush toilet for every 10 additional travel trailer spaces or fractional number thereof.
- (c) Each sex shall be provided with not less than one lavatory and one shower or bath tub with individual dressing accommodations for the first 6 dependent travel trailer spaces or any less number thereof, and for travel trailer spaces in excess of 6, not less than one additional lavatory and one additional shower or bath tub with individual dressing accommodations for every 10 additional dependent travel trailer spaces or fractional number thereof.
- (d) Each toilet for females and each shower or bath tub with individual dressing accommodations for females shall be in a private compartment or stall.
- (e) The toilet and other sanitation facilities for males and females shall either be separate buildings or shall be separated, if in the same building, by a soundproof wall.
- (f) There shall be provided in a separate compartment or stall not less than one flush toilet bowl receptacle for emptying bed pans and other containers of human excreta, or a slop sink with at least a three-inch trap and an adequate supply of hot running water for cleansing such bed pans or containers.
- 9.5. Travel trailer spaces shall not be more than 200 feet from a service building.
 - 9.6. Service buildings shall:
 - (a) Be located 25 feet or more from any travel trailer space.
 - (b) Be of permanent construction and be adequately lighted.
 - (c) Be of moisture-resistant material to permit frequent washing and cleansing.

Trailer Ordinance Page Nine

- (d) Have adequate heating facilities to maintain a temperature of 70 degrees Fahrenheit during cold weather and to supply adequately hot water during time of peak demands.
- (e) Have all rooms well ventilated with all openings effectively screened.
- 9.7. Laundry facilities shall be provided in the ratio of one laundry unit to every 30 travel trailer spaces and shall be in a separate soundproof room of a service building or in a separate building. A laundry shall consist of not less than one washing and one drying machine.
- 9.8. All service buildings and the grounds of the park shall be maintained in a clean, sightly condition and kept free of any condition that will menace the health of any occupant or the public or constitute a menace.

SECTION 10. SEWAGE DISPOSAL FOR MOBILE HOME PARKS.

- 10.1 Waste from showers, bath tubs, flush toilets, urinals, lavatories, slop sinks and laundries in service and other buildings within the park shall be discharged into a public sewer and disposal plant, septic tank system or private sewer and lagoon system of such construction and in such manner as approved by the Oklahoma State Health Department and in accordance with all applicable ordinances of the City of Midwest City.
- 10.2. Each mobile home space shall be provided with at least a 4-inch sewer connection at least 2 inches above the surface of the ground. The sewer connection should be protected by a concrete collar at least 4 inches thick and have a minimum outside diameter of 24 inches. The sewer connection should be fitted with a standard ferrule and close nipple and provided with a screw cap. Connection between the mobile home drain and the sewer must be watertight and self-draining. Mobile homes with fixtures from which back-siphonage may occur shall not be connected to the park's water system until the defect has been corrected.
- 10.3. In the event that an adequate public sewer system is available within 300 feet of new or new construction on existing mobile home or travel trailer park, connection must be made to the public system within 180 days.
- 10.4. The design of private sewage treatment facilities shall be based on the maximum capacity of the park. The disposal facilities shall be located where they will not create a nuisance or health hazard to the mobile home park or to the owner or occupants of any adjacent property. The Oklahoma State Health Department must approve the type of treatment proposed and the design of any disposal facilities and sewer systems prior to construction.
- 10.5. Every mobile home occupying a mobile home park space shall tie into the park sewerage system and dependent travel trailers shall dump any accumulated waste into a receptacle provided in the travel trailer park upon entering and upon leaving the park. Such receptacles must be approved by the Oklahoma State Health Department. Any other dump of accumulated waste within the City of Midwest City is prohibited.
- 10.6. Sewer connections shall be water-tight. Park licenses shall require tenants to maintain trailer and mobile home connections to sewer and water systems in good condition and be responsible that there is no sewerage or water leakage on park premises.

SECTION 11. WATER SUPPLY FOR MOBILE HOME PARKS

11.1. Application to new mobile home and travel trailer parks. All new mobile home parks and travel trailer parks planned and for development after the date of passage of this ordinance shall conform to the regulations and standards established in this section.

Trailer Ordinance Page Ten

- 11.2. Application to existing mobile home and travel trailer parks. Those mobile home and travel trailer parks already developed before the date of passage of this ordinance shall not be governed by the regulations and standards established in this section unless specifically stated herein; provided, however, that no existing mobile home or travel trailer park shall be permitted to expand or have placed a greater number of mobile homes or travel trailer within its existing boundaries unless these additional units conform to all of the regulations and standards of this section; and provided further that any existing boundaries unless the new area developed conforms to all the regulations and standards of this section.
- 11.3. An accessible, adequate, safe and portable supply of water shall be provided in each park, capable of furnishing a minimum of 250 gallons per day per mobile home space. Where a public supply of water of such quality is available within 300 feet of new or new construction on existing mobile home or travel trailer park, connection shall be made thereto and its supply shall be used exclusively. Where private water supplies must be developed, the Health Officer must approve the location, construction and development of both the water well and pipe system and connections. No private source other than a water well shall be used.
- 11.4. The water system of the mobile home park shall be connected by pipes to all buildings and all mobile home spaces. Each mobile home shall be provided with a cold water tap at least four inches above the ground. An adequate supply of hot water shall be provided at all times in the service buildings for all bathing, washing, cleansing and laundry facilities.
- 11.5. All water piping shall be constructed and maintained in accordance with state and local law; the water piping system shall not be connected with non-portable or questionable water supplies and shall be protected against the hazards of backflow or back-siphonage. All water connections shall be weather tight.
- 11.6. Where drinking fountains are provided for public use they shall be of a type and in locations approved by the Health Officer.
- 11.7. Individual water-service connections which are provided for direct use by mobile homes or travel trailers shall be of such construction so that they will not be damaged by the parking of such mobile homes or travel trailers. The park system shall be adequate to provide 20 pounds per square inch of pressure at all mobile home or travel trailer connections.
- 11.8. Provisions shall be made within 150 feet of each travel trailer space to supply water for travel trailer reservoirs.
- 11.9. No well-casing, pumps, pumping machinery or suction pipes shall be located in any pit, room or space extending below ground level, nor in any room or space above ground which is walled in or otherwise wallosed unless such rooms, whether above or below ground, have free drainage by gravity to the surface. All floors shall be water-tight and sloped from the pump pedestal to the drain, and floors shall extend at least two feet from the well in all directions. The pedestal shall not be less than 12 inches above the floor. This shall not be construed as prohibiting submersible pumps.
- 11.10. All water storage reservoirs shall be water-tight and constructed of impervious material; all overflows and vents of such reservoirs shall be effectively screened. Open reservoirs are prohibited. Manholes shall be constructed with overlapping covers so as to prevent the entrance of contaminated material. Overflow pipes from a reservoir shall not connect to any pipe in which sewage or polluted water may back up.
- 11.11. All water piping within the park shall be designed to deliver 5 p.s.i. at each water tap.

SECTION 12. REFUSE DISPOSAL FOR MOBILE HOME PARKS

- 12.1. The storage, collection and disposal of refuse in the park shall be so managed as to create no health hazards, rodent harborage, insect-breeding areas, accident or fire hazards or air pollution.
- 12.12. All refuse shall be stored in fly-tight, water-tight, rodentproof containers which shall be located within 150 feet of any mobile home or travel trailer space. Containers shall be provided in sufficient numbers and capacity to properly store all refuse.
- 12.3. Racks or holders shall be provided for all refuse containers. Such container racks or holders shall be so designed as to prevent containers from being tipped to minimize spillage and container deterioration and to facilitate cleaning around them. Lids for containers shall be permanently connected to racks or holders with chains or other flexible materials.
- 12.4. All refuse shall be collected at least once weekly or as otherwise required by the Health Officer. Where municipal garbage collection is not available, the mobile home park operator shall either employ a private agency or provide this service. All refuse shall be collected and transported in covered vehicles or covered containers.
- 12.5. Where municipal or other private disposal service is not available the mobile home park operator shall dispose of the refuse by burial, or transporting to an approved disposal site as directed by the Health Officer. Refuse shall be buried only at locations and by methods approved by the Health Officer and in accordance with the ordinances of the City of Midwest City.
- 12.6. When municipal refuse disposal service is available it must be used.

SECTION 13. INSECT AND RODENT CONTROL

- 13.1. Insect and rodent control measures to safeguard public health as required by the Health Officer shall be applied in the park.
- 13.2. Effective larvicidal solutions may be required by the Health Officer for fly or mosquito-breeding areas which cannot be controlled by other more permanent measures.
- 13.3. The Health Officer may require the park operator to take suitable measures to control other insects and obnoxious weeds.
- 13.4. Accumulations of debris which may provide harborage for rodents shall not be permitted in the mobile home park.
- 13.5. When rats or other objectionable rodents are known to be in the park, the park operator shall take definite action as directed by the Health Officer to exterminate them.

SECTION 14. ELECTRICITY; EXTERIOR LIGHTING

- 14.1. An electrical outlet supplying at least 60 amperes shall be provided for each mobile home space. The installation shall comply with all applicable State and local electrical codes and ordinances. Such electrical outlets and extension lines shall be grounded and weather-proofed. Plug receptacles shall also be grounded and weather-proofed. All trailer houses are to be grounded to meet the approval of the Electrical Inspector.
- 14.2. Streets and driveways within mobile home and travel trailer parks shall be lighted with street lights meeting the current standards of the Illuminating Engineering Society or one-half candlepower, whichever is higher.

-11-

Trailer Ordinance Page Twelve

SECTION 15. FUEL

15.1. All piping from outside fuel storage tanks or cylinders to mobile homes shall be of acceptable material as determined by the Inspection Officer and shall be permanently installed and securely fastened in place. All fuel storage tanks or cylinders shall be securely fastened in place and shall not be located inside or beneath the mobile home or less than five feet from any mobile home exit.

SECTION 16. FIRE PROTECTION.

16.1. All parks shall conspicously post fire and safety rules and regulations as follows:

Name of Park

Fire Safety Rules and Regulations.

1. Emergency facilities.

The	telephone	number	of	the	Fire	Departm	nent i	is		
The	telephone	number	of	the	Polic	e Depai	rtment	is	<u> </u>	
The	telephone	number	of	the	Mobil	e Home	Park	office	15	
The	nearest pu	ublic te	1ep	hone	e is					

2. Services.

The connecting and disconnecting of water, fuel and electrical services will be made only by Park personnel and other authorized persons as determined by Court management. Should these services be interrupted, telephone or notify the Park office or other, for water _____; for fuel______; for electrical

3. Fire Fighting Equipment.

It is recommended that each coach owner have UL approved portable hand fire extinguishers mounted in easily accessible locations.

4. Procedure in case of Fire.

In case of fire in your trailer, tenants should do these things in the following order: (1) Get the occupants out of the trailer. (2) Call the Fire Department and call the Park management. The important thing to do is to get the professional firefighters at the fire. In case of fire in the area, tenants should call the Fire Department; use portable extinguishers on the fire, and call Park management.

5. Fire Conditions.

Tenants can aid Mobile Home Park management in keeping the area free from such conditions by notifying trailer park management when they recognize unsafe conditions. Constant vigilance is necessary to maintain the premises free from fire at all times. Fire safety is everyone's job.

6. Rubbish.

Tenants shall keep the area under and around their units free from an accumulation of rubbish, paper, leaves and brush.

Empty Fuel Containers.

Tenants shall not place empty fuel containers under their units. These containers shall be left in place.

Trailer Ordinance Page Thirteen

8. Home Inspections.

Through the facilities of your local fire department your home can be inspected by members of this department at designated times. If you would like to have a voluntary inspection of your unit, please notify the park office.

9. Traffic Regulations.

Operators of vehicular equipment shall observe the posted traffic signs or signals. Keep fire lanes open.

SECTION 17. ALTERATIONS AND ADDITIONS

- 17.1. All plumbing and electrical alterations or repairs in the park shall be made in accordance with applicable local regulations.
- 17.2. Skirting of mobile homes is permissible but areas enclosed by such skirting shall be maintained so as not to provide a harborage for rodents or create a fire hazard.
- 17.3. A permit issued by the Inspecting Officer shall be required before any construction on a mobile home space or any structural addition or alteration to the exterior of a mobile home takes place. No construction or addition or alteration to the exterior of a mobile home located in a mobile home park shall be permitted unless of the same type of construction or materials as the mobile home affected. All such construction, additions or alterations shall be in compliance with applicable local and State laws. No permit shall be required for the addition of steps, canopies, awnings or antennas.

SECTION 18. REGISTRATION OF OWNERS AND OCCUPANTS

- 18.1. Each licensee or permittee shall keep a register containing a record of all mobile home and travel trailer owners and occupants located within the park. The register shall contain the following information:
 - (a) The name and address of the owner or occupant of each mobile home.
 - (b) The make, model, year and license of each mobile home and motor vehicle.
 - (c) The State, territory or country issuing such license.
 - (d) The date of arrival and of departure of each mobile home.
 - (e) Whether or not each mobile home is a dependent or independent mobile home.
- 18.2. The park shall keep the register available for inspection at all times by law enforcement officers, public health officials, City Clerk and City Manager, whose duties necessitate acquisition of the information contained in the register. The register record of each occupant registered shall not be destroyed for a period of one year following the date of departure of the registrant from the park.

Trailer Ordinance Page Fourteen

SECTION 19. ADDITIONAL REGULATIONS

19.1. Wrecked or Damaged Homes. Wrecked, damaged or dilapidated mobile homes and travel trailers shall not be kept or stored in a mobile home park or a travel trailer park. The Health Officer shall determine if a mobile or travel trailer is damaged or dilapidated to a point which makes said mobile home or travel trailer unfit for human occupancy on either a temporary or permanent basis. Whenever such a determination is made, the mobile home or travel trailer shall be vacated and removed from the premises.

SECTION 20. MOBILE HOME SUBDIVISIONS

- 20.1. Mobile home subdivisions shall comply with the subdivision ordinance and zoning ordinance of the City of Midwest City, except as otherwise provided.
- $\,$ 20.2. The minimum size of a mobile home subdivision shall be ten acres.
- 20.3. No residences except mobile homes shall be permitted in a mobile home subdivision.
- 20.4. Minimum effective lot widths in a mobile home subdivision shall be 40 feet, measured at the front building line; and minimum lot areas shall be 3200 square feet, provided that at least a 5 foot side yard shall be provided on each lot beyond any mobile home and additions thereto, and further provided that in areas not serviced by a public sewer the minimum additional lot area shall be determined by the Health Officer on the basis of safe and sanitary sewer service. The effective lot width of a mobile home lot shall be determined, for interior lots, by measuring at right angles across the lot from one diagonal side line to the other; and for corner lots, the measurement shall be made at right angles from the diagonal having the greatest divergence from perpendicular to the street, through the midpoint of the front line of the required front yard to the opposite lot line or an extension thereof.
- 20.5. Side line of lots in mobile subdivisions need not be at right angles to straight street lines or radial to curved street lines.
- 20.6. Regardless of the effective lot width, mobile home subdivions lots must abut a public street for at least 25 feet.
- 20.7. All mobile home subdivisions shall provide suitable screening where abutting single family residential areas.

SECTION 21. SUPERVISION

21.1. The licensee or permittee, or a duly authorized attendant or caretaker, shall be responsible at all times to keep the mobile home park, its facilities and equipment, in a clean, orderly and sanitary condition. The attendant or caretaker shall be answerable, with the licensee or permittee, for the violation of any provision of this ordinance to which the licensee or permittee is subject.

SECTION 22. POSTING OF LICENSE

22.1. The license certificate shall be conspicuously posted in the office of, or on the premises of, the mobile home park or the travel trailer park at all times.

SECTION 23. SEPARABILITY OF PROVISIONS

23.1. Should any section or provision of this ordinance be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 24. PENALTY

24.1. Any person or persons, firm or corporation who shall violate any of the provisions of this ordinance or shall fail to comply therewith, or with any of the requirements thereof, shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum of Twenty Dollars (\$20.00) including costs, and each day such violation shall be permitted to exist shall constitute a separate offense. In addition to the other remedies provided herein, the City of Midwest City may institute any proper action or proceedings to enforce the provisions of this ordinance.

SECTION 25. REPEAL

25.1. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 26. EMERGENCY CLAUSE

26.1. It being immediately necessary for the preservation of the public health, peace and safety, an emergency is hereby declared by reason whereof this ordinance shall be in full force and effect from and after its passage and approval as by law provided.

PASSED AND APPROVED this // day of _______, 1968.

CITY OF MIDWEST CITY, OKLAHOMA























1004 Northwest 139th Street Parkway Edmond, OK 73013 Phone: 405-655-8529

Fax: 405-353-7008

June 17, 2025

VIA Email & Regular Mail

Don Maisch, Esq.
Matt Summers
Randall Fryar
City of Midwest City
100 N. Midwest Blvd.
Midwest City, Oklahoma 73110
DMaisch@midwestcityok.org
MSummers@midwestcityok.org
RFryar@midwestcityok.org

Re: Hilltop Mobile Home Park - Memorandum to Accompany Requested

Plan

Gentlemen/Members of the City Counsel:

I represent the Hilltop Mobile Home Park¹ regarding the City of Midwest City's ² complaints against the lots contained in the mobile home park. I commend the City's prompt assistance in answering a few of my preliminary questions and concerns. I believe this Memorandum may assist members of the City when considering Hilltop Mobile Home Park and how it seeks to proceed.

To begin, the City Code/Ordinance clearly provides grandfather clauses for mobile home parks pre-existing before 1967 and 1985. Although there could be debate as to when Hilltop Mobile Home Park was officially established, without waiving any objection(s) to the contrary, Hilltop deems it is grandfathered to any pre-1985 ordinances. Therefore, the ordinances in effect in 1967 are used and considered in the drafting of this Memorandum.

A brief history of the Hilltop Mobile Home Park is necessary to understand where things are today. Hilltop Mobile Home Park has been serving and providing housing to members of the community since at least 1970. At that time, the park did not even have paved roads. Midwest City was in its infancy as a community,

¹ Hereinafter referred to as "Hilltop" or "the park"

² Hereinafter referred to as "the City"

leading to a number of mobile home communities in the area. As a safe, affordable housing option for members of the community and military, Hilltop dedicated itself to providing safe and affordable housing for its tenants. William Sullivan was a man dedicated to this principle. William ran the park for years, until his death in 2021. During this time Hilltop remained dedicated to providing safe and affordable housing to members of the community; however, with William aging, the park needed some revitalization.

That is where William's daughters, Marcel and Linda, came to the rescue and turned Hilltop into a family business. They helped maintain Hilltop's community by tearing down a number of mobile homes, removing tenants, cleaning up the park, and ensuring Hilltop and its tenants' compliance. These are the factors that Marcel and Linda are dedicated to continuing. This is why they are before the City Council, because they believe in their father's legacy and are in the business of assisting members of the community with safe and affordable housing options. However, these women were not born with a silver spoon in their mouth, they do not have angel investors, instead, they are doing the work themselves. As such, change takes time and money in addition to theirhard work.

This dedication is evident by these women having cleared over 300 Notice of Code Violations in what may be record time. The Notice of Violations should be a moot point by the time the City Council reconvenes on June 24, 2025, as it is expected that all Notice of Code Violations are anticipated to be cleared. Nevertheless, it should be pointed out, that a majority of these alleged violations were aesthetic. Very few of them dealt with handrail/stair issues. Some dealt with debris/trash issues. However, as noted on the violation list, the debris/trash issues were on specific lots – which were occupied. According to Midwest City Code § 16.1(6) (23-95(6)), it is the responsibility of the tenant to not accumulate rubbish, paper, brush, and leaves.

The two issues remaining are (1) existence of wrecked, dilapidated, or damaged mobile homes; and, (2) travel trailers within the park.

First, the City has named units 16, 102, 109, and 112 as being wrecked, dilapidated, or damaged. In a letter from myself to the City dated June 9, 2025, I requested any written report for these units and the standard by which the City was determining these units to be in a wrecked, dilapidated, or damaged condition making "said mobile home or travel trailer unfit for human occupancy". I was notified there were no written reports and although that letter was emailed to the Chief Building Officer, I did not receive a response to the question of what set of standards were being applied to Hilltop's units. I have reviewed the photographs taken by the City inspectors and have reason to believe the inspectors never went inside of these units. Thus, the determination as to the fitness for human occupancy may be improper and unfounded. Even if a report

were to show that applicable standards for these mobile homes were not being met, the Code does allow for repairs or alterations to the mobile homes to come in compliance with the Code. See, § 4.4.

Second, the City has identified several travel trailers in the park, which warrant removal to a clearly identified and segregated area in the park – apart from the mobile homes. This is codified in the Code at § 8.3 (23.76). The expressed language of that Code/Ordinance indicates that "dependent travel trailers" may not be in a mobile home portion of a mixed park, nor may a manufactured home be in the sector designed for dependent travel trailers. However, a closer look at the definition of "dependent travel trailer" is a travel trailer which does NOT have "a flush toilet and a bath, or shower." Conversely, an "independent travel trailer" means "a travel trailer which HAS a flush toilet and a bath or shower."

The identified travel trailers are all independent travel trailers. Upon request, Hilltop will provide images showing that each of these travel trailers have a flush toilet and a bath or shower. Under the expressed language of the Code/Ordinance, the travel trailers currently in Hilltop do not need to be in a separate area. Thus, Hilltop is not in violation of the Code/Ordinance concerning travel trailers. Even so, nearly all of these travel trailers are occupied by tenants and a forced removal would not be equitable.

Lastly, there were two units identified where exterior repairs had been made, but original materials were not used and there were no building permits sought. It should be noted that these repairs predate any recent repairs. For example, Unit 16 has been repaired prior to 2017, at the least, as evidenced on the Oklahoma County Assessor's website photograph from 2017.

Attached herein is the requested Plan, which Hilltop intends to implement in response to the City Counsel's request for a written plan to address the issues within the park. Hilltop has overcome and closed over 300 notice of ordinance violations. However, as to the above mentioned "big ticket items", these require considerable amount of time and expense, and there are solutions which are permitted under the Code as described above.

I intend to be in attendance at the City Counsel meeting on June 24, 2025, to address any questions.

Respectfully,

Evan W. King, Esq

EK;ek CC: Client; file

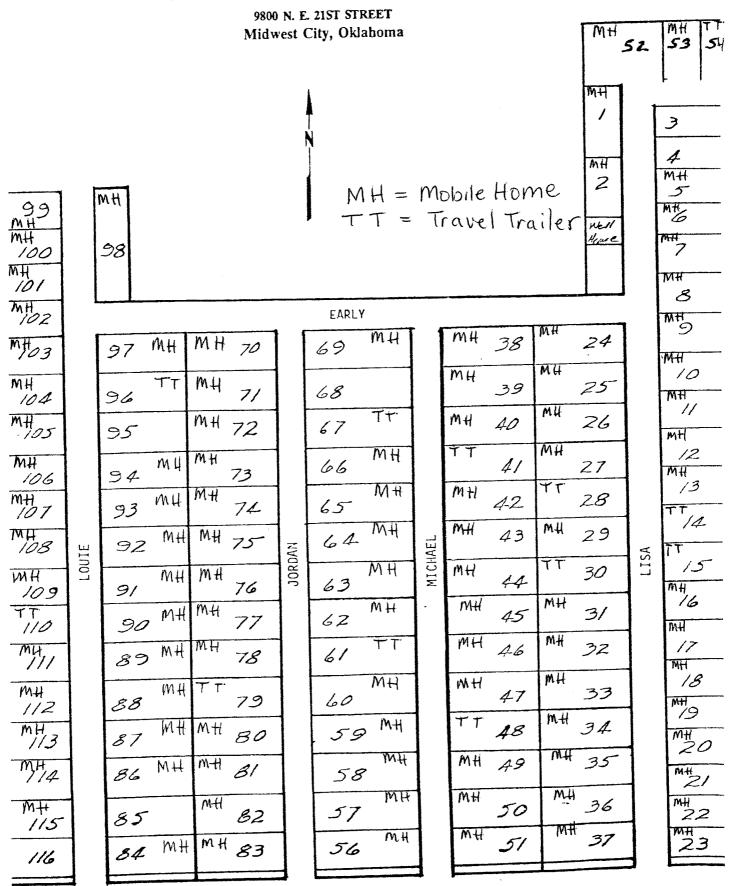
Hilltop Mobile Home Park Plan for Park

Hilltop Mobile Home Park (hereinafter "Hilltop") is committed to the Midwest City (hereinafter "City") community and revitalization, all while staying committed to the tenants and persons Hilltop Mobile Home Park has served for the last 50 years. As part of that unwavering commitment, the following is a list of plans Hilltop has to remain in compliance with applicable ordnances:

- 1. **Code Violations**. On the date this Plan was turned in, Hilltop has cleared over three-hundred (300) notices of violations. By the time the City Counsel has reconvened on June 24, 2025, it is Hilltop's intent to have no code violations pending. Hilltop is committed to ensuring a safe and clean park for its residents. Hilltop is also dedicated to addressing any future items that may result in a code violation in a reasonable and timely manner before the City takes action.
- 2. Exterior Repairs/Additions. Any future additions or repairs to the exterior of any of the mobile homes will be done with the required permitting, and, if necessary, will be with the same or similar construction or materials.
- 3. Wrecked or Dilapidated Mobile Homes. The City has identified several mobile homes as dilapidated, wrecked, or in a condition that warrants removal. As noted in the preceding memorandum prepared by Hilltop Mobile Home Park's counsel, this notice did not identify specific items that made their alleged conditions dilapidated, wrecked, or in a condition that warrants removal. With that, Hilltop has had an unwavering commitment to the community for safe and affordable housing. As part of this commitment, Hilltop has removed unsafe mobile homes in the past. Hilltop has addressed the code violations on the units the City has deemed to be wrecked or dilapidated, which were deemed cleared.
 - a. For the above identified mobile homes, Hilltop will seek to repair the condition. If it is not feasible or not a prudent business decision, Hilltop will remove the structure(s). If repairs are feasible and prudent, upon completion of said repairs, the structures can be re-inspected, which Hilltop is free to have an inspection by a 3rd party, for a second opinion. Any inspection by the City or Hilltop's agent will include a written report.
- 4. **Travel Trailers**. Attached is a plat showing all the numbered lots that are independent travel trailers. Hilltop is compliance with the code with its currently existing arrangement as noted in the memorandum prepared by Hilltop's counsel. Hilltop is committed to staying compliant with the code.

5. Future Plans. Hilltop is currently considering the direction it seeks to go with continued operation of the park. Discussions are continuous and active; however, Hilltop is committed to the values it began with decades ago: providing safe and affordable housing.

HILLTOP MOBILE HOME PARK



N.E. 19th STREET



NEW BUSINESS/ PUBLIC DISCUSSION



EXECUTIVE SESSION



City Manager

100 N. Midwest Boulevard Midwest City, OK 73110 tlyon@midwestcityok.org

Office: 405.739.1201 www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Tim Lyon, City Manager

DATE: June 24, 2025

SUBJECT: Discussion and consideration for adoption, including any possible amendment 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.

Appropriate information will be dispersed during executive session.

Tim L. Lyon, City Manager



DISCUSSION ITEMS Continued.



Human Resources

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

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: June 24, 2025

RE: 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.

The City of Midwest City and the IAFF Local 2066 met and negotiated a proposed CBA to be effective from July 1, 2025, through June 30, 2026. This agreement was tentatively reached between the Lead Negotiator for the City, Troy Bradley, and the IAFF Local 2066 President, Chris Hudson, on June 18, 2025. Changes in the proposed agreement from the previous agreement include the following items.

- The term of the agreement will be from July 1, 2025, through June 30, 2026.
- The City and the Local 2066 agree to add some minor language changes in various articles to clean up the text and reflect actual and desired practices.
- The parties agree to the implementation of a root cause analysis to be performed if an injury results in medical treatment beyond first aid. This analysis is meant to determine the cause of the injury in the effort to prevent future injuries and will not be used in any disciplinary manner.
- The City and the Local 2066 agree to updates to the promotion policy to set new minimum scores on the written test and assessment center for promotions, as well as a new combined acceptable passing score. Language previously agreed upon was also included in this update.
- An across-the-board increase of 2.0% was negotiated, to be effective on July 1, 2025.
- The City and the Local 2066 agree to some updates in the Incentive Pay article.
 - o Fire Prevention employees will have the Fire Inspection and Investigation incentive pay incorporated into their salaries.
 - o The committee language was cleaned up to reflect the current committees.
 - o A new Fitness and Wellness committee was created.



Human Resources

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

- A new physical fitness test incentive replaces an the FCE incentive at a slightly increased incentive amount. This is part of the ongoing commitment to overall physical fitness for the department.
- Group Health Benefits Premiums are updated to the amounts previously approved by Council for the 2025-2026 City Fiscal Year.
- The parties agree to remove the substance abuse policy from the contract to save paper. The new language refers employees to the city policy found in many places and saves nineteen (19) pages of paper per printed contract.
- Total new money for this contract is calculated at 2.05%

Staff recommends approval.

Troy Bradley, Human Resources Director/Lead Negotiator



Collective Bargaining Agreement for Fiscal Years 2022/2025/2026 Between

The International Association of Firefighters Local #2066, AFL-CIO-CLC and

The City of Midwest City

TABLE OF CONTENTS

ARTICLE	<u>DESCRIPTION</u> <u>PAGE</u>	:
1	PURPOSE OF AGREEMENT 4	
2	RECOGNITION 4	
3	AUTHORITY AND TERM 4	
4	MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION 4	
5	MANAGEMENT RIGHTS CLAUSE 5	
6	PREVAILING RIGHTS 6	
7	PROHIBITION OF STRIKES 7	
8	UNION BUSINESS 7	
9	SENIORITY9	
10	BULLETIN BOARD10	
11	SAFETY AND HEALTH 10	
12	RESIDENCY REQUIREMENTS 11	
13	OFF DUTY EMPLOYMENT 12	
14	PROMOTION POLICY AND PROCEDURE 12	
15	GRIEVANCE PROCEDURE	
16	VACATION LEAVE	
17	INJURY LEAVE21	
18	SICK LEAVE	
19	EMERGENCY LEAVE	
20	VEHICLE LIABILITY INSURANCE	
21	HOLIDAY LEAVE24	
22	LONGEVITY	
23	UNIFORM AND MAINTENANCE ALLOWANCE 27	
24	WAGES	
25	INCENTIVE PAY	
26	MINOR MAINTENANCE	

CBA Betwe	een Midwest City and IAFF Local 2066	Contract Year 2025/2026
27	DUES AND SUBSCRIPTIONS	29
28	HEALTH BENEFITS	29
29	LIFE INSURANCE	31
30	HEALTH PHYSICAL	31
31	WORKING ON PERSONAL PROPERTY	32
32	HOURS OF WORK	32
33	OVERTIME AND CALLBACK	33
34	COMPENSATION AT SEPARATION	34
35	DRUG FREE WORKPLACE ACT	35
36	WAIVER	35
37	SUBSTANCE ABUSE POLICY	36
38	PENSION BENEFITS	36
39	SAVINGS CLAUSE	36
40	DISCIPLINARY ACTION	37

ARTICLE 1

PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement, entered into by and between the City of Midwest City, Oklahoma, a municipal corporation, hereinafter referred to as Employer, and International Association of Firefighters, AFL-CIO/CLC, Local 2066, hereinafter referred to as Union, to protect the public health, safety and welfare of the citizens of Midwest City, Oklahoma, from strikes, work stoppages or slow-downs by the Union. The purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly, peaceful labor relations for the mutual interests of the City of Midwest City in its capacity as an employer and the firefighters as employees.

ARTICLE 2

RECOGNITION

SECTION 1. The City recognizes Local 2066 as the exclusive bargaining agent for all permanent paid firefighters of the Midwest City Fire Department, with the exception of the Fire Chief and one designated Administrative Assistant.

ARTICLE 3

AUTHORITY AND TERM

SECTION 1. Pursuant to Oklahoma state law, 11 O.S. § 51-101 et seq., the following Articles constitute an Agreement by and between the Employer and the Union.

SECTION 2. The First Term of this Agreement shall be effective as of the first day of July 2022, and shall remain in full force and effect until the last day of June 2023. The Second Term of this Agreement shall be effective as of the first day of July 2023, and shall remain in full force and effect until the last day of June 2024. The Third and Final Term of this Agreement shall be effective as of the first day of July 2024, and shall remain in full force and effect until the last day of June 2025.

This Agreement shall be effective as of the first day of July 2025 and shall remain in full force and effect until the last day of June 2026.

ARTICLE 4

MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION

SECTION 1. The Employer and the Union agree that there shall be no discrimination against any employee or applicant for employment because of race, creed, age, size, sex, religion or status of Union membership.

SECTION 2. The Union and all its members agree to comply with the objectives set forth in the Employer's Affirmative Action Program to ensure equal employment opportunity for all.

ARTICLE 5

MANAGEMENT RIGHTS CLAUSE

The Local recognizes the prerogative of the Employer to operate and manage its affairs in all respects and in accordance with its responsibilities, and the power or authority which the Employer has not officially abridged, delegated, granted or modified by this Agreement is retained by the Employer, and all rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively without limitations within the rights of the Employer.

Except as may be limited herein, the Employer retains its rights in accordance with the laws of the State of Oklahoma and the responsibilities and duties contained in the Charter of the City of Midwest City and the ordinances and regulations promulgated thereunder. These rights include, but are not limited to:

- A. The determination of Fire Department policy, including the right to manage the affairs of the Fire Department in all respects;
- B. The right to assign working hours, including overtime;
- C. The right to establish modify or change work schedules, manning of shifts, assignments, etc.;
- D. The right to direct the members of the Fire Department, including the right to hire, terminate, suspend, demote, promote, transfer or take any other disciplinary action against employees of the Fire Department for just cause;
- E. The determination of the table of organization of the Fire Department, including the right to organize and reorganize the Fire Department in any manner it chooses, including the size of the Fire Department, and the determination of job classification, ranks and positions based upon duties assigned;
- F. The determination of safety, health, and property protection measures for the Fire Department;
- G. The allocation and assignment of work to all members within the Fire Department;

- H. The sole judge of the qualifications of applicants and training of employees;
- I. The scheduling of operations and the determination of the number and duration of hours of assigned duty per working period;
- J. The establishment and enforcement of Fire Department rules, regulations and orders;
- K. The introduction of new, improved or different methods and techniques of operation of the Fire Department or changes in existing methods and techniques;
- L. The determination of the amount of supervision necessary;
- M. The control of the departmental budget;
- N. The right to take whatever actions may be necessary to carry out the mission of the City in situations of emergency;
- O. The right to relieve employees from duties because of lack of work, funds or other legitimate reasons;
- P. Organization of City governments;
- Q. Other matters as covered by the Merit System.

All rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the functions of the Employer.

The above rights, responsibilities and prerogatives are inherent in the City Council and City Manager by virtue of statutory and Charter provisions and are not subject to delegation in whole or in part.

ARTICLE 6

PREVAILING RIGHTS

<u>SECTION 1.</u> All rules, regulations, rights, privileges, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Midwest City Fire Department currently enjoyed by the Union which are not included in this Agreement shall remain in full force unchanged and unaffected in any manner unless and except as modified or changed by the specific terms of this Agreement of either parties during the term of the contract by mutual consent.

ARTICLE 7

PROHIBITION OF STRIKES

<u>SECTION 1.</u> During the term of this Agreement, the Union agrees to a prohibition of strikes, work stoppage and slow-down.

<u>SECTION 2.</u> For the purpose of this Agreement, "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, unauthorized holiday, sickness unsubstantiated by a physician's statement, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change of the conditions, compensation, rights, privileges or obligations of employment.

SECTION 3. Nothing contained in this Article shall be construed to limit, impair or affect the right of any employee to the expression of communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of employment or their betterment, so long as the same does not interfere with the full, faithful and proper performance of the duties of employment.

SECTION 4. Upon notification confirmed in writing by Employer to Union that certain of its members are engaging in a wildcat strike, Union shall immediately, in writing, request such members to return to work at once and provide Employer with a copy of such request, and a responsible official of the Union shall publicly request them to return to work.

ARTICLE 8

UNION BUSINESS

<u>SECTION 1.</u> The Employer agrees that the Union shall have 240 hours leave available in order to conduct Union related business or activities; provided that the granting of such leave shall not impede the proper operation of the department as determined by the Fire Chief or his designee. The Union will be responsible for all other expenses incurred to attend the IAFF meeting. The Union president or secretary shall properly document all hours used and present a quarterly report to the Chief. Additional hours may be granted at the Fire Chief's discretion on a case by case basis.

<u>SECTION 2.</u> Members of the Union negotiating team, not to exceed <u>five_six</u>, shall be allowed time off without loss of pay for all negotiation meetings which shall be mutually set by the Employer and the Union.

SECTION 3. The president and secretary-treasurer of the Union shall be authorized time off with pay if and when the need arises to transact Union officially called meetings, not

to exceed two per month, provided that the granting of such leave shall not impede the operation of the Fire Department as determined by the Fire Chief or Shift Commander.

SECTION 4. The Union president or his designated representative may investigate grievances during working hours with the approval of the Fire Chief or Shift Commander.

SECTION 5. Upon written authorization from the employee, the Employer agrees to deduct regular monthly Union dues; PAC Fund contributions and Union sponsored insurance benefit programs from the earned wages of those permanent employees who are represented by the bargaining unit.

SECTION 6. The deduction shall be made in accordance with the City pay plan in an amount certified in writing to be correct by the treasurer of the Union. Changes in the amount of dues, PAC Fund contributions and Union sponsored insurance benefit programs will be certified in the same manner and shall be done at least thirty (30) days in advance of the effective date of such change.

SECTION 7. All eligible members of the bargaining unit desiring dues deduction, PAC Fund contribution deduction and Union sponsored insurance benefit programs shall individually sign an authorization form, provided by the Union. Authorization may be withdrawn by the employee by providing written notice to the Employer at least thirty (30) days prior to the effective date of withdrawal. Unless revoked by the employee the authorization shall remain in effect until the expiration date of the contract and will be automatically renewable with the adoption of each new contract.

SECTION 8. The Employer will deduct only Union dues, PAC Fund contributions, and Union sponsored insurance benefit programs from the employee's paycheck and will not deduct initiation fees, special assessments, fines or other Union fees. No deductions will be made when the salary to be paid an employee is not sufficient to cover the amount to be deducted. An illegal job action will result in the automatic termination of this privilege.

SECTION 9. The Employer will provide the Union treasurer with a monthly report showing the employee's name and the amount of deduction. All deductions refundable at the time of termination or resignation will be refunded by the Union.

SECTION 10. The total amount deducted shall be remitted to the treasurer of the Union minus fifteen dollars (\$15.00) per month which shall be the service fee paid to the Employer by the Union for this service. The service fee will include both Union deductions. A proper adjustment of same shall be made by the Union with the employee affected. A direct draft deposit will be made each pay day into designated bank accounts.

SECTION 11. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, suits or other forms of liability that shall arise against the City on account of Union associated payroll deductions.

SECTION 12. Each Union member will be allowed two (2) payroll deductions, for Union purposes, at any time. The Union must notify the City of all members who will utilize the payroll deduction for PAC Fund contributions by June 1 of the previous contract year. The Union will provide signed consent forms for each member electing to participate in the PAC Fund and a list of all members including their requested deduction amount.

ARTICLE 9

SENIORITY

SECTION 1. Seniority shall mean the status attained by length of continuous service in the department. Seniority shall commence from the date that the employee is employed in the Midwest City Fire Department; however, until the initial employment probation is completed, employees shall not attain seniority status. At the conclusion of his initial employment probation, his initial probationary period shall count on his seniority to be accumulated in the future.

SECTION 2. Seniority shall be determined by the earliest date of continuous employment with the Midwest City Fire Department. If both employees began employment on the same date, then their seniority shall be determined by the date of their employment application with said City.

SECTION 3. Seniority will be the factor to be considered by the Fire Chief in determining the priority of each employee to the following:

- A. Time when vacation is granted.
- B. Time when compensatory time off is granted.
- C. Time when holidays are granted.

SECTION 4. Seniority will be a factor to be considered by the Employer in determining the priority of each employee to the following:

- A. Shift and duty assignments;
- B. Transfers.

<u>SECTION 5.</u> In the case of a personnel reduction of firefighters of Midwest City Fire Department, said actions shall be determined solely on seniority. No new employees will be hired or new positions created until the laid-off employees have been given the opportunity to return to work.

SECTION 6: Laid off employees shall also be recalled based on seniority. Recall notification rights shall be for one year and shall be made in writing if recall is to occur.

Written notice shall be sent to the employee's on file address by certified mail. An employee shall respond as to their desire for recall within two weeks from the mailing date or forfeit all recall rights.

ARTICLE 10

BULLETIN BOARD AND E-MAIL COMMUNICATIONS

<u>SECTION 1.</u> The Employer agrees to provide space for a reasonable number of bulletin boards for the posting of IAFF informational notices. Such notices shall contain no political advertisement, slanderous or inflammatory matter, as these terms are commonly defined in this community. The employer also agrees to provide the e-mail address local2066@midwestcityok.org to be used in the same regard as the bulletin boards.

Acceptable use of the bulletin board and e-mail would include:

- A. Recreational and social affairs of the IAFF;
- B. IAFF meetings;
- C. IAFF elections;
- D. Reports of IAFF committees;
- E. Rules or policies of the IAFF;
- F. Internal Fire Department E-mails (intra-departmental appropriate for distribution to employees).
- G. Other notices as approved for posting by the Human Resources Director.

SECTION 2. The Employer reserves the right to remove any material from such bulletin boards which, in its opinion, does not conform to the purpose of this Article.

SECTION 3. Only designated bulletin boards shall be used for posting any material on City property.

SECTION 4. The IAFF president shall be the responsible party for the e-mail address and for posting all information on the bulletin board and material to be posted should be dated and materials shall be removed in a timely manner by the IAFF president.

ARTICLE 11

SAFETY AND HEALTH

SECTION 1. The Union agrees to appoint one member from each shift and the Employer agrees to appoint one member from each shift to comprise the Joint Safety and Health Committee (Committee for the purpose of this article). The Committee will have the responsibility of reviewing, investigating and reporting information on accidents and vehicle accidents in the Fire Department and recommending related or other safety and health needs to the Employer. The Fire Chief will appoint the Committee Chairman from within the Committee.

SECTION 2. All Fire Department related accidents and injuries (including vehicle accidents) will be reported to the Committee Chairman. The Chairman will call a meeting to be held monthly as needed, but at least quarterly, to investigate the accidents and injuries reported to the Chairman. The Committee will be provided with all information concerning the incident in question without breaching any confidentiality rights of the injured or involved.

SECTION 3. The Committee shall meet as deemed necessary by the Employer and the Union. After each meeting a written report shall be made and copies of the report submitted to the Fire Chief, the City's Safety Officer, the City Manager and the Union president.

SECTION 4. The majority of the Committee may cause an investigation of a reported health hazard or safety hazard. In the event that no majority decision could be reached by the Committee, then the Committee will select from the roster of the Fire Department personnel, excluding secretaries, the name of an individual to serve as a tie-breaker. The names on the roster will be placed in a container and the chairman of the committee shall draw a name from said container. The Committee will then present the issue to the person so selected for a majority decision.

SECTION 5. Committee members shall also be granted time off without loss of pay to conduct investigations of safety and health problems if deemed necessary by the Employer. Time off shall be approved by the Shift Commander provided that the granting of such leave shall not impede the operation of the Fire Department.

SECTION 6. Investigations and/or recommendations by the Committee are for the mutual objectives of the parties in protecting the safety and health of the employee(s), equipment, property, and the general public. It is understood that the Committee has no responsibility to recommend or implement any action against employees as a result of these investigations or reporting responsibilities. Such action shall remain the solely the responsibility of City management. The City Manager shall acknowledge receipt of the report from the Joint Safety and Health Committee within thirty (30) days and inform the Committee of any administrative action taken.

SECTION 7. In the event that any injury results in medical treatment beyond first aid, the Committee shall perform a root cause determination of the incident. This determination shall be initiated promptly upon receipt of relevant incident information, including the Injury Report, Supervisor's Investigation, and any available witness statements, and shall be conducted in a timely and thorough manner. Based on the findings of the root cause determination, the Committee shall prepare a written report identifying the root causes and recommending specific measures to reduce the likelihood of recurrence. This report shall be submitted to the Fire Chief within sixty (60) days of the date of the incident, unless otherwise extended by mutual agreement of the Employer and the Union. The report shall not contain any personal or identifying information of the employee involved in the incident. All findings and recommendations shall be advisory in nature and shall not constitute a basis for disciplinary action, consistent with Section 6 of this Article.

ARTICLE 12

RESIDENCY REQUIREMENTS

SECTION 1. The Employer agrees that the City of Midwest City, a municipal corporation, has a population, according to the latest federal census, in excess of fifty thousand (50,000) people.

SECTION 2. The Employer agrees to comply with 11 O.S. § 22-127 that the municipal governing body by ordinance may designate which appointed officers and employees shall reside within the municipality; but police officers, firefighters and other municipal employees need not be actual residents of the municipality where they are employed in municipalities of five thousand (5,000) population or more, according to the latest federal census.

ARTICLE 13

OFF- DUTY EMPLOYMENT and Emergency Contact

SECTION 1. Employees may engage in additional employment outside the official hours of duty. For staffing proposes during large scale emergencies, personnel are required to maintain a current number with the Fire Chief's Office at which said person can be personally contacted.

ARTICLE 14

PROMOTION AND REVIEW BOARD PROCEDURE

SECTION 1. All employees shall be entitled, after meeting certain requirements, to a fair and equitable opportunity for advancement as established herein. The goal of this procedure is to select the most qualified individual(s), for the available position(s), in an organized and orderly manner.

SECTION 2. The administration of this procedural guide will be coordinated by a promotion committee of three (3) members. The promotion committee will coordinate examination procedures and assure proper administrative controls. The promotion committee will consist of one (1) member appointed by the Union, the Human Resources Director or designee and the Fire Chief or designee. The Union appointee shall be of equal or above rank to the position being tested for, and will review the assessment center dimensions and weighting factors prior to the conducting of an assessment center. In the event that a committee member becomes temporarily or permanently unavailable, he/she will be replaced by a substitute member. The substitute member will be selected in the same manner as the member they are replacing.

<u>SECTION 3.</u> Fire service personnel from Midwest City Fire Department will develop and score the written and assessment centers. The Training Section, or an appropriate designee from either inside or outside the department will be responsible for developing the written test and assessment center(s) as determined by the Fire Chief. The Training Section will also be responsible for administering the assessment center(s). The Promotions Committee will meet in the last quarter of the calendar year to determine and publish the bibliography for all testing to be conducted in the next calendar year. The bibliography will go into effect on January 1 and remain in effect during the next calendar year.

SECTION 4. Examinations for all positions will be given as a position becomes vacant when possible. Notification of said examination to eligible employees will be conducted as follows:

- 1. A hard copy of the notification will be delivered to each fire station by the Training Section. The notification will include an eligibility list of all personnel who are qualified by this contract to participate in the promotion process.
- 2. The on duty Company Officer of each station will sign a form signifying that the notification was delivered. The on duty CO will then post the notification on the bulletin board in the appropriate place.
- 3. The sign up list will be kept at Head Quarters Fire Station and the sign up period will be 14 days not including weekends and City holidays.
- 4. After 14 days, the Promotion Committee will meet to discuss any variances they deem necessary to continue the process unless otherwise specified within this agreement.

All applicants for promotions in each position that qualify as outlined by position and signed-up as required will be tested and placed on the promotion sequence list, beginning with the highest total score to the lowest total qualifying score. The Shift Commander, Training Chief, Training Major, Fire Marshal, and Fire Prevention Officer Promotion list will be in force for the calendar year (reference Article 3 Section 2). The Apparatus Operator promotion list will be in force for the calendar year or until the three (3) highest scored eligible applicants (including ties) have been promoted, whichever is the longer time period. The Captain promotion list will be in force for the calendar year or until the two highest scored eligible applicants (including ties) have been promoted, whichever is

the longer time period. Department promotions will be made from the eligibility list in order of highest to lowest total scores by the Fire Chief. At no time will a member be allowed to skip a rank except where provided.

SECTION 5. Candidates that are on disciplinary suspension or probation at the time of examination will not be eligible for testing. Members who made the promotion list are not eligible for promotion if they are put on probation or suspension. If a candidate who was in the top three for Apparatus Operator or top two for Company Officer becomes ineligible for reasons previously addressed and three AO's or two CO's are promoted while he is ineligible, he will NOT be guaranteed a promotion when he returns to the list as stated in previous sections. After the designated period of disciplinary probation or suspension, the member will return to the promotion list in the same order he was listed.

SECTION 6. The examination will be comprised of two (2) distinct elements as further described. The final grade of the examination will be the total points scored on all elements plus one (I) point to be added to the final score for every year of continuous service on the Midwest City Fire Department for a maximum of 20 points. (All current employees will be considered continuous service. The continuous service requirement in this Article shall become effective July 1, 2002).

A. Written Test

- 1. The written test will consist of one hundred (100) points. Passing shall be considered seventy (70%) percent. Candidates must score at least sixty (60%) percent on the written test to continue being considered for promotion (pending score aggregation outlined in subsection C. of this section).
- 2. Only clear, direct questions requiring concise answers will be used. Neither trick questions nor ambiguous questions will be part of the written test.

B. Assessment Center

- 1. The Assessment Center will consist of elements that will total one hundred (100%) percent equal to written test. Candidates must score at least sixty (60%) percent on the assessment center to continue being considered for promotion (pending score aggregation outlined in subsection C. of this section).
- 2. The Fire Chief shall assemble a list of eligible assessors from within the Midwest City Fire Department. The list shall consist of those members of the Midwest City Fire Department of equal rank or above and have held the position for at least one year for the position being tested for. The list shall then be submitted to the Human Resources Director who will select from the list three (3) individuals and one (1) alternate to act as the assessor for the Practical Assessment Center. The assessment

center(s) will then be scored by the three (3) the assessors will submit a score for each candidate during each assessment using an assessment form agreed upon by the promotion committee. At the conclusion of the assessment center, the assessors will submit their final scores in a Final Dimension Summary form agreed upon by the promotion committee, which shall be tabulated as follows:

- a. The assessors' scores shall be within one (1) point of each other before any final scores are tabulated in the final dimension summary.
 - i. Example of the scoring: acceptable (1-2-2),(6-6-7), unacceptable (3-4-5), (5-5-7)
- b. Assessor's scores are then <u>totaled</u> <u>and</u> averaged and <u>then</u> calculated into a percentage and totaled.
- C. The percentage scores from the written test and the assessment center will be combined. A minimum of a combined score of one hundred forty (140) is required in order for candidates to be place on the promotion list.

SECTION 7. Employee receiving the highest score from totals of the written examination, assessment center(s), years of service, and review board (if applicable) will be totaled and the employee's name will be placed on the eligibility list. In the event of a tie, the person with the most seniority will be advanced first.

SECTION 8. Applicants will be given a control identification number at the beginning of the written examination. Applicants will be told to write this number down for use during the selection period.

All applicants may review the correct answers to the written test from the conclusion of the testing process for one and one half days following the examination. Any protest of the written test must be filed during this period with the Human Resources office. After the posting of the test results, all applicants will be allowed to review their written and/or practical factor examination where appropriate.

SECTION 9. Eligibility - Firefighter (Corporal)

Applicants shall be required to have been employed with this Department for a minimum of three (3) continuous years performing the duties as firefighter. Applicants must be certified relief drivers by the Midwest City Fire Department training standards and be certified as an IFSAC or Pro Board Instructor I.

SECTION 10. Eligibility - Sergeant (Apparatus Operator)

Applicants shall be required to have held the position of Corporal with this Department for a minimum of two (2) years performing the duties as Corporal. Applicants must be certified Relief Drivers by the Midwest City Fire Department training standards and be certified as an IFSAC or Pro Board Fire Officer I. Once the successful candidate has been placed on the Apparatus Operators Promotion list, the candidate will complete the Apparatus Operators Academy within six (6) months.

SECTION 11. Eligibility – Lieutenant (Apparatus Operator)

Applicants shall be required to have been employed with this Department for a minimum of seven (7) continuous years. Applicants must have held the position of Sergeant for a minimum of two (2) years. Applicants must also attend a one-week Midwest City Fire Dept. Lieutenants Academy (to be held once annually as needed) prior to entry into this rank.

Eligibility – Captain (Company Officer) Applicants shall be required to have been employed with this Department for a minimum of seven (7) continuous years. Applicants must have held the position of Sergeant for a minimum of two (2) years. Applicants must be certified as an IFSAC or PRO-Board Officer II. Once the successful candidate has been placed on the Captain Promotion list, the candidate will complete the Captain Academy within six (6) months

SECTION 13. Eligibility – Major (Company Officer)

Applicants shall be required to have been employed with this Department for a minimum of nine (9) continuous years. Applicants must have held the position of Captain for a minimum of two (2) years. Applicants must be certified as an IFSAC or Pro Board Instructor II and have successfully completed a Fire Causes Determination class approved by the Fire Chief. Applicants must also attend a one-week Midwest City Fire Dept. Majors Academy (to be held once annually as needed) prior to entry into this rank.

SECTION 14. Eligibility - Shift Commander

Applicants shall be required to have been employed with this Department for a minimum of nine (9) continuous years. Applicants must have held the position of Captain for a minimum of two (2) years. Applicants must be certified as an IFSAC or Pro Board Instructor II and have successfully completed ICS 300 and ICS 400. Any applicant attaining the position of Shift Commander must be certified as an IFSAC or Pro Board Officer III within one (1) year of attaining the position.

SECTION 15. Eligibility – Training Captain

Applicants shall be required to have been employed with this Department for a minimum of six (6) continuous years. Applicants must have held the position of Sergeant for a minimum of one (1) year. Applicants must be certified as an IFSAC or Pro-Board Instructor 1 and Fire Officer 1. Any applicant attaining the position of Training Captain shall complete the approved Midwest City Fire Incident Command training and obtain certification as Instructor II within one (1) year of attaining the position.

SECTION 156. Eligibility - Training Chief

Applicants shall be required to have been employed with this Department for a minimum of nine (9) continuous years. Applicants must have held the position of Captain for a minimum of two (2) years. Applicants must be certified as an IFSAC or PRO-Board instructor II and have successfully completed ICS 300 and ICS 400. Any applicant attaining the position of Training Chief must be certified as an IFSAC or Pro Board Officer III within one (1) year of attaining the position. Any applicant attaining the position of Training Chief must successfully complete the "Blue Card" Incident Command Certification Instructor Program within one year of attaining this position.

SECTION 167. Eligibility - Fire Prevention Officer

Applicants shall be required to have been employed with this Department for a minimum of three (3) continuous years. Applicants must be certified as an IFSAC or Pro Board Officer I. Any applicant attaining the position of Fire Prevention Officer must be certified as an IFSAC or Pro Board Inspector I and successfully complete a fire investigation training within one (1) year of attaining this position as approved by the Fire Chief.

New changes to Sections 17 and 18 shall be effective July 1, 2023.

SECTION 178. Eligibility – Assistant Fire Marshal

Applicants shall be required to have been employed with this Department for a minimum of three (3) years as a Fire Prevention Officer. Applicants must be certified as an IFSAC or Pro Board Officer II or hold a Bachelor's Degree, and be certified as an IFSAC or Pro Board Inspector II.

SECTION 189. Eligibility - Fire Marshal

Applicants shall be required to have been employed with this Department for a minimum of seven (7) years. Applicants must have held the position of Fire Prevention Officer for a minimum of one (1) year and/or have held the rank of Captain or above for one (1) year. Applicants must be certified as an IFSAC or Pro Board Instructor II or hold a Bachelor's Degree, and have successfully completed ICS 300 and ICS 400. Any applicant attaining the position of Fire Marshal must be certified as an IFSAC or Pro Board Officer III within one (1) year of attaining the position. Any applicant attaining the

position of Fire Marshal must successfully complete fire inspection and investigation training within one (1) year of attaining this position as approved by the Fire Chief.

SECTION 1920. If fewer than two (2) applicants apply for any position where eligibility is set forth in this Agreement, the promotion committee will make variances as necessary. If a variance for time in rank is made, the successful applicant must maintain the promoted rank for four (4) years before being eligible for promotion to the next higher rank.

SECTION 201. Promotion Following Reduction in Rank

- A. Any person voluntarily taking a reduction in rank shall be eligible, without penalty, to test for that next rank for which he was eligible before reduction.
- B. Any person who is involuntarily reduced in rank shall be eligible after six (6) months to test for the next rank above the one to which he was demoted.

SECTION 242. Rank and Classification

When an employee is promoted to a higher rank, excluding those employees being reclassified from Firefighter to Senior Firefighter, he shall be advanced to Step "1" of the new rank. Promoted employees will assume a new anniversary date commensurate with the promotion. Firefighters who are reclassified to Senior Firefighter will be placed in Step "1" of the new rank and will retain their anniversary date.

SECTION 223. Promotion Review Board

- The Review Board applies only to promotions for the ranks of Shift Commander, Training Chief, Training Major, Fire Marshall and Fire Prevention Officer.
- 2. After passing the written test, each candidate will appear before a promotion review board consisting of three (3) Assistant Chiefs (at least two being Shift Commanders) and the Fire Chief. The candidate will be evaluated for one and/or all the following factors: work habits, performance under stress, initiative, motivation, and leadership, ability to delegate to fellow workers, appearance and review of the personnel file.
- 3. The review board will assess 0 20 points for these factors as follows:
 - 1. Fire Chief will award 0-10 points.

2. Assistant Chiefs will award an averaged total of 0-10 points individual scores must be within a range of one (1) point from each other's score.

ARTICLE 15

GRIEVANCE PROCEDURE

SECTION 1. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement. The Union or any employee or employees covered by this Agreement may initiate a grievance within ten (10) calendar days of the act or actions giving rise to the grievance, or within ten (10) calendar days from the date knowledge is gained of such act or actions, in accordance with the following procedure.

SECTION 2. The Union president or his designee may report an impending grievance to the Fire Chief in order to forestall its occurrence.

SECTION 3.

- Step I:
- Any employee with a grievance shall utilize the grievance form (located in the back of the CBA or on the Fire Dept. X Drive) to submit his/her grievance to their AC. The Local president or designee may be present at said discussion if the employee so requests. The AC shall give his/her response to the employee within six (6) calendar days. The Fire Chief will be notified of all grievances and potential grievances within twenty four (24) hours and will be forwarded a copy of the original grievance form along with the AC's written response to the employee.
- Step 2 If the grievance is not resolved in Step 1 above, the employee shall have the right to submit his/her grievance in writing utilizing a copy of the original grievance form that they submitted to their AC within six (6) calendar days citing the article of the contract violated, and the remedy requested to the Fire Chief. The Fire Chief shall submit his answer in writing within six (6) calendar days.
- Step 3 If the grievance is not resolved in Step 2, the grievance shall be submitted in writing and will include a copy of the original grievance form with any additional information within six (6) calendar days to the Labor Relations Officer. The Labor Relations Officer shall meet with the Fire Chief, the aggrieved employee and a grievance committee of the Union within ten (10) calendar days from receipt of the grievance. The Labor Relations Officer will submit a written response which will include a copy of the original grievance form and any additional information to the employee and the Union within six (6) calendar days of the meeting.

Step 4 If the grievance is unresolved after receipt of the answer from the Labor Relations Officer, the grievance may be submitted in writing and will include a copy of the original grievance form and all additional information gathered through the process to the City Manager within six (6) calendar days. The City Manager shall review the grievance and give his/her written response which will include a copy of the original grievance form and all additional information within six (6) calendar days.

<u>SECTION 4.</u> If the grievance is unresolved after receipt of the answer from the City Manager, either party by mutual agreement may request impartial Mediation to resolve the matter. A request for Mediation will be made with the Federal Mediation and Conciliation Service within ten (10) calendar days of the City Manager's decision. If the matter is not resolved through Mediation the Union may request that the matter be submitted to impartial arbitration.

<u>SECTION 5.</u> The request for impartial arbitration shall be made in writing and be submitted to the City Manager within ten (10) calendar days from receipt of the City Manager's and/or the Mediator's grievance answer. Within ten (10) calendar days from receipt of the request for arbitration, the parties shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service.

- 4. Within five (5) calendar days from receipt of such panel, a representative of the Union and the City shall meet or discuss and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name.
- 5. The date of the Arbitration Hearing shall be set (for some future hearing date) within ten (10) calendar days from the date the arbitrator is notified of his selection.
- 6. Within ten (10) days after the conclusion of the hearing which shall begin after completion of the briefing period, if any, of twenty (20) days, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Union and the Employer.
- D. The arbitrator's authority shall be limited to the interpretation and application of the terms of the Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or part, any provision of this Agreement or any supplements thereto or amendments thereof, nor shall any wage structures or structures of job classification be subject to arbitration. This shall not preclude individual wage grievances. The

arbitrator shall only consider and make a decision with respect to the specific issues submitted to him/her by the parties and shall have no authority to make a decision on any issue not so submitted.

- E. With respect to the interpretation, enforcement or application of the provisions of this Agreement, which do not relate to the statutory and Charter authority of the Employer, the decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement to the extent the arbitrator's decision is in accordance with the provisions of this section.
- F. The cost of the impartial arbitrator shall be shared equally between the Union and the Employer. If a transcript of the proceedings is requested, then the party so requesting shall pay for it unless the parties mutually agree they each want a copy and will therefore share in the costs equally.

SECTION 6. All time limits set forth in this Article may be extended by mutual consent but, if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he shall have no further right to continue the grievance.

SECTION 7. It is specifically and expressly understood that filing a grievance under this Article, which has as its last step final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties, the Union or other representatives of the party to litigate or otherwise contest the last answer rendered through the Grievance procedure in any court or other appeal forum.

ARTICLE 16 VACATION LEAVE

SECTION 1. All employees covered by this Agreement shall be entitled to vacation leave at the following rates:

A. Employees working eight (8) hour shifts a 40-hour workweek:

Length of Service	Leave Accrual Rates
12-59 Months	4.2 hrs per pay period
60-119 Months	5.1 hrs per pay period
120-179 Months	6.0 hrs per pay period
180-239 Months	7.0 hrs per pay period
240 Months or More	7.85 hrs per pay period

B. Employees working twenty-four (24) hour shifts:

Length of Service	Leave Accrual Rates
12-59 Months	6.05 hrs per pay period
60-119 Months	7.43 hrs per pay period
120-179 Months	8.82 hrs per pay period
180-239 Months	10.20 hrs per pay period
240 Months or more	11.59 hrs per pay period

SECTION 2. Vacation time taken off normal work will be charged at the rate of twenty-four (24) hours for each shift off for twenty-four (24) hour workers and eight (8) hours the regular number of shift hours off for eight (8) hour 40-hour workweek workers. No more than one hundred forty-four (144) hours of vacation may be taken in succession by firefighters working twenty-four (24) hour shifts, and no more than ninety-six (96) one hundred (100) hours in succession may be taken by eight (8) hour 40-hour workweek workers.

SECTION 3. When a holiday occurs during the vacation period, an additional day off will be allowed. However, additional days off will not be allowed for any other reason. Vacation leave should be taken during the year when it is earned but it can be accumulated from one year to the next, not to exceed three hundred (300) working hours for twenty-four (24) hour workers and not to exceed two hundred sixteen (216) hours for eight (8) hour 40-hour workweek workers. At the end of the contract year, a maximum of twenty-four (24) hours of accumulated leave in excess of three hundred (300) hours for 24 hour workers and a maximum of twenty-four (24) hours of accumulated leave in excess of two hundred sixteen (216) hours for eight (8) hour 40-hour workweek workers shall be paid at the straight rate of hourly pay through June, 2008.

SECTION 4. If an employee has unused vacation time and separates from the municipal service, he shall be paid for his accumulated vacation leave.

ARTICLE 17

INJURY LEAVE

SECTION 1. Any employee who is injured on the job shall be eligible for injury leave with pay to the extent of six (6) calendar months for each new separate injury, and such leave is not charged against the employee's accrued leave. While on injury leave the members of the bargaining unit will continue to accrue leave; additionally, any extension of injury leave or leave accruals beyond six (6) months shall be subject to the City Manager's approval.

<u>SECTION 2.</u> The employee's eligibility for injury leave with pay shall be dependent on compliance with Title 11 and Title 85 of the Oklahoma Statutes, Oklahoma Firefighters Pension and Retirement System, additions and amendments.

<u>SECTION 3.</u> Employees on injury leave shall be in compliance with provisions or restrictions of their doctor or physician in all aspects of their outside employment or personal activities.

Any violation of this section shall be dealt with according to the terms of Title 85, Oklahoma Statutes, and Title 11, Oklahoma Firefighters Pension and Retirement System, additions and amendments.

ARTICLE 18

SICK LEAVE

SECTION 1. Sick leave is accrued from the day of original appointment. Sick leave shall be granted for the following reasons:

- 7. Personal illness or physical incapacity, resulting from causes beyond the employee's control.
- 8. Medical, dental or optical appointments not to exceed four (4) hours each.
- 9. Sickness or medical treatment of a member of the employee's household that requires the employee's personal care or attention.

SECTION 2. Employees working 24-hour shifts shall accrue sick leave at the rate of 7 hours per pay period. Employees working 24-hour shifts may accumulate up to a maximum of one thousand, three hundred and fourteen (1,314) hours and shall be paid for accumulated hours over 1,314.

SECTION 3. Employees working a 40-hour workweek shall accrue sick leave at the rate of 3.70 hours per pay period. Employees working a 40-hour workweek may accumulate up to a maximum of nine hundred sixty (960) hours and shall be paid for accumulated hours over 960.

SECTION 4. 24-hour employees who have accumulated hours over the maximum shall be paid at 40% of the employee's regular hourly rate of pay for each hour accumulated over the maximum and shall be paid bi-weekly. 40-hour employees who have accumulated hours over the maximum shall be paid at 50% of the employee's regular hourly rate of pay for each hour over the maximum and shall be paid bi-weekly.

SECTION 5. Statement of Attending Physician. Sick leave with pay in excess of three (3) consecutive work days shall be granted only after presentation of a written statement by a licensed physician certifying that the employee's condition prevented him from performing the duties of his position. In cases were abuse of sick leave is suspected a statement for sickness from a health care provider may be required after one (1) shift at the discretion of the Fire Chief. When a statement of sickness is required the employee shall be notified the day of the occurrence.

SECTION 6. Upon termination of employment

- A. Upon termination of employment with less than ten (10) years of continuous employment, no payment shall be made to the terminating employee for unused sick leave.
- B. Upon termination from employment after ten (10) years of continuous employment for any reason, the terminating employee shall receive payment for accrued sick leave. The employee's sick leave bank balance shall be paid to the employee at fifty percent (50%) of the employee's regular hourly rate of pay.
- C. If an employee dies in the line of duty, the deceased employee's sick leave bank balance shall be paid to the deceased employee's named beneficiary at the deceased employee's regular hourly rate. A death in the line of duty shall be defined as follows:
 - A death in the line of duty occurs when suffered in the performance or discharge of a duty required of the employee as an active member of the City of Midwest City Fire Department.

SECTION 7. Employees who separate from the City with an on-the-job injury or after twenty (20) years of continuous service shall be paid for accumulated hours up to the maximum at the rate of one-half (1/2) days' pay for each shift.

SECTION 8: Employees transferring from twenty four (24) hour shift to a 40-hour workweek shall be paid for any accrued sick leave over the maximum allowed accrual of a 40-hour workweek employee at the rate of one half (1/2) days' pay for each twenty four (24) hours.

ARTICLE 19

EMERGENCY BEREAVEMENT LEAVE

SECTION 1. Emergency Bereavement leave with pay shall be granted for the following reasons. A serious sickness, reviewed on a case-by-case basis by the Fire Chief; an unscheduled hospitalization of a member of the employee's or their spouse's immediate family that requires an employee's personal care or attention; an emergency relating to a member of the employee's or their spouse's immediate family which requires immediate action; or the death of a member of the employee's or the employee's spouse's immediate family (parents, grandparents, brothers, sisters, sons, daughters, spouse, father-in-law, mother-in-law, son-in-law, daughter-in-law, dependent members of the employee's household and, in the case where the employee was raised by persons other than natural parents, those persons who acted in the capacity of natural parents).

SECTION 2. In the event an employee is notified of the impending death of those listed as immediate family, emergency bereavement leave shall be granted, subject to the limitations noted herein.

SECTION 3. Maximum number of days at a time allowed for 24 hour shift workers is two (2) shifts and the maximum number of working days allowed per calendar year is four (4). The maximum number of working days at a time allowed for 8 hour shift 40-hour per week workers is three (3) and the maximum number of working days allowed per calendar year is seven (7).

<u>SECTION 4.</u> Additional emergency bereavement leave may be granted at the department head's discretion.

SECTION 5. When there is a death in the family of the employee of a person other than those stipulated as immediate family in Section One (1) above, an employee may be granted one shift of emergency bereavement leave with pay.

ARTICLE 20

VEHICLE LIABILITY INSURANCE

The Employer shall provide liability insurance protection for every employee responsible for the operation of fire apparatus and/or any other city owned vehicle. The cost of such protection will be paid for by the Employer, subject to limits established by the Employer and subject to the legality of Employer paying same, provided such employee can be insured, and at the same rate as other City employees.

ARTICLE 21

HOLIDAY LEAVE

SECTION 1. 24-Hour Shift Employees:

- A. All 24-hour shift employees covered by this Agreement are entitled to a total of 240 hours of Holiday Leave per year.
- B. If an employee separates from City employment during the term of the contract, Holiday Leave shall be computed as accruing 9.23 hours in each of 26 pay periods throughout the year.
- C. Twenty four (24) hour shift employees completing their probationary year shall have their Holiday Leave computed as accruing 9.23 hours in each of the twenty six (26) pay periods remaining in the fiscal year.
- D. Employees may take Holiday Leave in .25 hour increments.
- E. All 24-hour shift employees are required to use a minimum of 144 hours of Holiday Leave each year. Holiday Leave hours not used by the employee will be paid to each employee at the rate of straight time. Employees may elect to be paid for up to forty eight (48) hours in the first paycheck of December and/or up to 96 hours in the second pay check in June.

The City and the Union agree that the work schedule on Veteran's Day and September 11th in remembrance of Patriot Day will be the same as a weekend work schedule. The morning work schedule will be utilized for applicable safety-training.

<u>SECTION 2</u>. 8-Hour and 10-Hour Shift Employees 40-Hour Workweek Employees:

A. All 8-hour shift employees covered by this Agreement are entitled to eighty (80) hours of Holiday Leave per year. All 10-hour shift 40hour workweek employees covered by this agreement are entitled to one hundred (100) hours of Holiday Leave per year. The authorized Holiday Leave days are as follows:

New Years' Day Thanksgiving Day

Memorial Day The day after Thanksgiving

Independence Day Christmas Eve Labor Day Christmas Day

Two additional days of each employee's choosing

If an authorized Holiday Leave falls on an employee's regularly scheduled day off, the employee must select another day during that year as a substitute for the authorized Holiday Leave Day. If an authorized Holiday Leave falls on a Saturday or Sunday, the preceding Friday or the following Monday, respectively, shall be the authorized Personal Time off.

- B. If an 8-hour/10-hour a 40-hour workweek employee separates from City employment during the term of the contract, Holiday Leave shall be computed as accruing 3.08/3.85 hours respectively in each of the twenty-six (26) pay periods throughout the year.
- C. Employees working 8-hour/10-hour a 40-hour workweek and completing their probationary year shall have their Holiday Leave computed as accruing 3.08/3.85 hours respectively in each of the twenty-six (26) pay periods remaining in the fiscal year.
- D. Employees may take Holiday Leave in .25 hour increments.
- E. All 8-hour/10-hour 40-hour workweek shift employees are required to use a minimum of 64/80 hours respectively (those named in Section A or an approved alternate) of Holiday Leave each year. Holiday Leave hours not used by the employee will be paid to each employee at the rate of straight time. 8-hour/10-hour shift 40-hour workweek employees may elect to be paid for up to 8/10 hours in the first paycheck in December and/or up to 16/20 hours in the second paycheck in June, respectively.

ARTICLE 22

LONGEVITY

Longevity pay is made in recognition of an employee's tenure and faithful service to the City. Longevity pay is computed as follows:

Employees shall be eligible to receive the following longevity benefit at the beginning of their 4th year (37th month) of service based on the employee's hire date. With the following Longevity table:

	Years of Service	Annual Longevity Pay	Per Payday Longevity Pay
\$150.00	4	\$600.00	\$23.08
\$150.00	5	\$750.00	\$28.85
\$150.00	6	\$900.00	\$34.62
\$150.00	7	\$1,050.00	\$40.38
\$150.00	8	\$1,200.00	\$46.15
\$150.00	9	\$1,350.00	\$51.92
\$150.00	10	\$1,500.00	\$57.69
\$150.00	11	\$1,650.00	\$63.46
\$150.00	12	\$1,800.00	\$69.23
\$150.00	13	\$1,950.00	\$75.00
\$150.00	14	\$2,100.00	\$80.77
\$150.00	15	\$2,250.00	\$86.54
\$150.00	16	\$2,400.00	\$92.31
\$150.00	17	\$2,550.00	\$98.08
\$150.00	18	\$2,700.00	\$103.85
\$150.00	19	\$2,850.00	\$109.62
\$150.00	20	\$3,000.00	\$115.38
\$150.00	21	\$3,150.00	\$121.15
\$150.00	22	\$3,300.00	\$126.92
\$150.00	23	\$3,450.00	\$132.69
\$150.00	24	\$3,600.00	\$138.46
\$150.00	25	\$3,750.00	\$144.23
\$150.00	26	\$3,900.00	\$150.00
\$150.00	27	\$4,050.00	\$155.77
\$150.00	28	\$4,200.00	\$161.54
\$150.00	29	\$4,350.00	\$167.31
\$150.00	30	\$4,500.00	\$173.08

This payment will be in addition to an employee's base pay and will be received on the same checks he receives for his normal pay.

ARTICLE 23

UNIFORM AND MAINTENANCE ALLOWANCE

SECTION 1. Employees shall provide a flashlight and batteries, suitable boots and/or shoes for all uniforms and maintenance of uniforms (not including any part of turn-out clothing or firefighting related gear) at their own expense.

SECTION 2. The Employer shall repair or replace with like kind and quality any timepiece

damaged or destroyed in the line of duty to a maximum of two hundred dollars (\$200) per incident.

SECTION 3. The employer shall reimburse employees for damage or destruction of cell phones up to three hundred and twenty five dollars (\$325.00).

SECTION 4. The Employer agrees to replace prescription eyeglasses or contact lenses damaged or destroyed in the line of duty at full value, up to four hundred dollars (\$400).

SECTION 5. Repair or replacement must be due to job required activities. Repair or replacement must not be due to employee neglect.

SECTION 6. In recognition and appreciation of their dedicated service to the Midwest City Fire Department, employees covered by this collective bargaining agreement will have the right to purchase his or her Structural Firefighting Helmet upon promotion or retirement. The employee will pay 10% of the original purchase price multiplied by the remaining years of life for the Helmet. A minimum of 10% of the original purchase price of the Helmet will be paid by the employee regardless of the remaining service life of the Helmet. NFPA Standard 1851 sets the service life of structural firefighting Helmets at ten (10) years from the date of manufacture.

The 29 mployyee will have the right to purchase their badge and/or collar brass upon promotion or retirement for the "replacement price" of either or both items.

Employees who are terminated for disciplinary reasons will forfeit these rights.

ARTICLE 24

WAGES

<u>SECTION 1</u>. The pay plan contained in Addendum "A" attached to this Agreement shall include a 6.0% COLA be implemented effective July 1, 2022; the pay plan contained in Addendum "B" reflects a 3.0% COLA effective July 1, 2023, and shall run the term of this contract. include the \$.4328 in all Fire Prevention Steps to reflect movement of the Inspections and Investigation incentive to the pay plan. Additionally, Addendum "A" includes a 2.0% across the board increase.

ARTICLE 25

INCENTIVE PAY

SECTION 1. The Employer agrees to pay \$10.00 per pay period to registered EMT Intermediate/Advance and \$20.00 per pay period to registered EMT Paramedics covered

under this collective bargaining agreement. Provided, however, such payment shall be made only as long as the employee maintains the required certification or registration according to the State of Oklahoma Department of Health requirements. Such payment shall be made only as long as the employee maintains the required certification or registration according to State of Oklahoma Department of Health requirements.

<u>SECTION 2</u>. The Employer agrees to pay \$34.62 per pay period to those employees who are assigned to the Prevention Section and who have completed inspection and investigation training as approved by the Fire Chief. The Employer further agrees to pay \$23.08 per pay period to those employees who are assigned to the Operations Section of the Fire Department who have completed Inspection and Investigation training as approved by the Fire Chief. Such payment shall be made only as long as the employee completes eight (8) hours per year of continuing education in the field of inspections and/or investigations, which continuing education shall be at the Employer's expense.

Note: Members of Fire Prevention Division will receive \$.4328 per hour increase in all position steps. Members of the Suppression division currently receiving this incentive will continue to receive the incentive until their separation date.

SECTION 3. The City agrees to pay \$30.00 per pay period to those employees who possess an Associate Degree or \$40.00 per pay period to those employees who possess a Bachelor's Degree or \$50.00 per pay period to those employees who possess a Master's Degree. The degree must be acquired from an accredited college or university. Only the highest degree possessed will be paid for; provided, that those employees eligible to receive compensation under this section shall not include employees who have elected to participate in the City tuition reimbursement program.

<u>SECTION 4</u>. The City agrees to pay \$23.08 per pay period to certified EMS Instructors as long as they are performing those duties not to exceed one per shift. One of the EMS Instructors will be assigned as EMS coordinator by the Fire Chief. The City agrees to pay \$23.08 per pay period to one EMS Coordinator as long as he is performing those duties.

Note: See Section 6

<u>SECTION 5.</u> The Employer agrees to pay \$46.15 per pay period to certified Hazardous Materials Technician Level Responders. Such payment shall be made as long as the employee completes 8 hours of continuing education each year as required and provided by the Midwest City Fire Department Training Section.

<u>SECTION 6.</u> The Employer agrees to pay \$30.00 per pay period to those employees who serve on each of the following committees: Safety, Training/EMS, Special Ops/SCBA SCBA, Special Ops, Apparatus, and Honor Guard.

Additionally, the Employer agrees to pay \$30.00 per pay period to those employees who serve on the Fitness and Wellness Committee. This committee will be comprised of 4 members from the bargaining unit selected by the Fire Chief.

The Employer also agrees to pay \$30.00 per pay period to each Assistant Chief serving as Committee Director. This payment is not accumulative based on number of committees served.

SECTION 7. The employer agrees to pay \$72.70 per pay period for those employees assigned to the duties of acting Shift Commander (Ride-Out) as designated by the Shift Commander with one per shift.

Section 8. The employer agrees to pay each member of the bargaining unit \$450 for successful completion of the SCBA Endurance Course and/or \$450 for the successful completion of the annual Functional Capacity Exam. These monies will be figured at the end of the contract year and shall be paid on the second payday in July.

Additionally, the employer agrees to pay each member of the bargaining unit \$500 for successfully passing the annual Midwest City Fire department Physical Fitness Test.

ARTICLE 26

MINOR MAINTENANCE

Minor maintenance is considered to be the normal upkeep of station equipment, apparatus and department vehicles as now performed by department personnel.

ARTICLE 27

DUES AND SUBSCRIPTIONS

- A. The Employer agrees to pay, based on individual employees' written authorization and direction, the Oklahoma State Firefighters Association (OSFFA) dues for members of the bargaining unit.
- B. The Employer agrees to pay the registration fees for all delegates to the annual OSFA convention. Employees serving as delegates for the annual OSFA convention shall be allowed training leave starting Wednesday morning at 7:00 a.m. and ending at the conclusion of the convention on Saturday. Employees are required to attend all meetings and activities associated with the convention.

ARTICLE 28

HEALTH BENEFITS

SECTION 1. Effective July 1, 2022 2025, the Employer agrees to pay the employees covered by this Agreement enrolled in the Health Plan *Preferred Advantage PPO Network* \$239.77 \$267.40 for the employee, or \$462.42 \$525.27 for the employee and their dependent spouse, or \$310.57 \$356.14 for the employee and their dependent child(ren), or \$615.63 \$695.79 for the employee and all dependents in 24 of their 26 paychecks per year, which amount includes rollup, for employee and dependent health benefits.

Effective July 1, 2023, the amounts listed above shall be modified in accordance with the amounts to be established by the Insurance Committee and approved by the City Council for FY 2023-2024.

Effective July 1, 2024, the amounts listed above shall be modified in accordance with the amounts to be established by the Insurance Committee and approved by the City Council for FY 2024-2025.

SECTION 2. On January 1, 1999, all of the employees covered by this agreement will participate in the City Employees' Health Benefits Plan as new participants. The benefits and premiums will be non-negotiable. Premium payments will be made through the cafeteria plan.

SECTION 3. The Employer recognizes its responsibility under 51 O.S. section 151 et. Seq. to indemnify employees from certain claims arising out of the performance of their duties and from the costs and expense incurred in defending said claims. The Employer states its intention to adhere to said statutory requirements.

SECTION 4. During the Contract year in the event that the Internal Revenue Service (IRS) issues any regulations or additional guidance that affects the Employee Health and Benefit Plan overall costs and/or premiums, the parties agree to reopen negotiations on Article 28 for the sole purpose of modification to the premium that is referenced in section one of the article.

In the event that there are increases to the costs of the Employee Health and Benefits Plan during the contract year, the City agrees to pay half the increase cost associated to the premiums by tier, with the employee paying the remaining half.

Additionally, the City agrees to the following provisions as concerns future employee and/or dependent insurance premium increases:

1. The City Manager will notify Local 2066, in writing, of any premium increase recommendations of the Insurance Committee that are being taken to the City Council for approval.

- 2. Said notification will specify the exact dollar amount of increase for the employee premium and/or for the dependent premium being recommended to the Council.
- 3. The written notice shall be delivered to Local 2066 prior to the date of the premium increase recommendation being presented to the City Council for approval.

Said written communication will not be intended to change in any manner any other relationship of the parties in regards to the health insurance programs or premiums, but will simply serve to give Local 2066 prior notice of the Health Insurance Committee's recommendations to the Council for approval.

ARTICLE 29

LIFE INSURANCE

SECTION 1. The Employer shall provide life insurance for members of the Fire Department with a basic benefit of fifty thousand dollars (\$50,000) and a double indemnity benefit for accidental death in the amount one hundred thousand dollars (\$100,000).

SECTION 2. To have optional life insurance extended to members of the bargaining unit, the Union must have 100 percent (100%) of members elect to participate. The Employer shall pay fifty percent (50%) of any premium with the employee paying the remaining fifty percent (50%).

ARTICLE 30

HEALTH PHYSICAL

SECTION 1. The Employer agrees to pay the cost of a physical examination for employees. The Department will be divided as equally as possible into one-thirds (1/3) and in any given year one-third (1/3) of the department will be given the opportunity to attend an annual physical examination regardless of age.

The physical shall coincide with the needs of the physical fitness program. The physical shall consist of the following:

- History and physical
- Audiometric Testing
- Comprehensive Metabolic Panel (14) to include CBC and Lipid Battery (chemistry profile)
- X-Ray chest and spine
- Lumbar-sacral spine X-ray at Employees Discretion
- Pulmonary function exam

- 12 Lead EKG and Exercise Treadmill Test
- Digital Prostrate Exam and PSA (if over 30)
- Static and Isoinertial Testing of Arm/Pull and Lifting tests
- A testicular exam for all male employees regardless of age
- Hepatitis C antibody screen
- Hepatitis B antibody screen
- Tdap immunization
- MMR Booster immunization at the employee's discretion
- Hepatitis A vaccination at the employee's discretion
- HIV Screen
- Calcium Scoring Test for all employees over 40
- Total Testosterone Test

SECTION 2. If the Employer has reasonable cause to question a firefighter's physical fitness (health) to perform his/her assigned responsibilities, it may elect to require the individual to submit to a special physical examination at the Employer's expense or notify the individual employee of the necessity to review the results of the physical examination provided herein. If the employee refuses to release such results, the issue will be resolved through the grievance procedure, including arbitration, with the cost being borne equally by both parties.

SECTION 3. The City of Midwest City encourages employees to get an annual and age-appropriate physical through their primary care physician (PCP) or preferred healthcare provider. In accordance with the Patient Protection and Affordable Care Act (ACA), such an annual physical or wellness exam shall be covered by the health plan without any cost to the employee. The employee shall communicate with their PCP that they are requesting an annual physical covered by the ACA. Services performed outside the scope of the routine physical or wellness exam may have costs to the employee associated with the services (e.g., treatment for a muscle ache, soreness, illness, or other specific issue addressed at the same appointment as the annual physical or wellness exam).

ARTICLE 31

WORKING ON PERSONAL PROPERTY

Members of the bargaining unit shall be allowed, with the approval of the immediate supervisor, to work on personal items after regular working hours are over, provided there is no Fire Department business to be done. This type of activity may be performed under the following conditions:

- A. Work will not constitute a major overhaul of personal property.
- B. Work shall be limited to projects of a non-compensatory nature.
- C. No City equipment or supplies will be used.

ARTICLE 32

HOURS OF WORK

SECTION 1. Personnel assigned to the Suppression Division shall work 24-hour shifts on a 2912 hours per year in a twenty- seven (27) day work period under the three-platoon system. The 27 day work period will contain 216 hours of work of which 204 will be considered FLSA "straight time." The 24-hour shift shall commence at 0700 hours.

<u>SECTION 2.</u> Personnel assigned to the Training Division shall work 8-hour shifts on a forty (40) hour average week in a 28-day work period. Personnel assigned to the <u>Training Division shall work a forty (40) hour average week in a 28 day work period under a two-platoon system.</u> An exception to these hours of work may be necessary to address specific training activities as recommended by the Chief of Training, and as approved by the Fire Chief.

SECTION 3. Personnel assigned to the Fire Prevention Division shall work 10-hour shifts on a forty (40) hour average week in a 28-day work period under a two-platoon system. The work week will be comprised of four (4) consecutive days on duty and three (3) consecutive days off duty. The days off shall be limited to Friday, Saturday, Sunday, or Saturday, Sunday, Monday. An exception to these hours of work may be necessary to address specific fire prevention activities as recommended by the Fire Marshal, and as approved by the Fire Chief.

ARTICLE 33

OVERTIME AND CALLBACK

SECTION 1. Overtime and callback for emergencies will be paid at the rate of time and one-half in dollars or compensatory time in accordance with FLSA regulations. Voluntary overtime for constant manning will be paid at time and one-half in dollars.

SECTION 2. Required off-duty training or meetings will be paid at time and one-half in dollars or compensatory time in accordance with FLSA regulations.

SECTION 3. Departmental personnel assigned to "on call status" shall be compensated at the rate of one and one-half times his rate of pay for a minimum of 2 hours if called back. Compensation shall be paid in accordance with FLSA regulations.

SECTION 4. At the discretion of the City Manager, employees may receive payment for overtime service. Rates of overtime pay shall be either at straight time or time and one-half their regular rate of pay for hours in a pay period. Whether an employee receives straight pay or time and one-half pay (or time) will depend on whether he or she was on normal work status during the entire pay period as described below:

Overtime Determination

Normal Work Status: At the end of the pay period, OT1 (straight time pay or compensatory time) or OT2 (time and one-half pay or compensatory time) shall be authorized depending on whether the employee was on normal work status during the entire pay period. An employee shall be considered on normal work status for any of the following:

- 1. When on duty performing assigned tasks
- 2. Vacation time
- 3. Civil or military leave
- 4. Holidays
- 5. Training leave
- 6. Compensatory time
- 7. Sick leave (if used for a doctor's appointment and approved by supervisor at least 72 hours in advance)
- 8. Blood leave
- 9. Union Leave
- 10. Voting Leave
- 11. Injury Leave
- 12. FMLA Hours

If an employee performs work in excess of his regularly scheduled hours in his normal pay period and are covered by the above normal work status criteria, overtime shall be compensated at the rate of time and one-half. The 12 hours of FLSA overtime in each 27 day period will be compensated at 1 ½ times the employee's base rate of pay. Employees' base rate of pay will include wage augments such as longevity pay, incentive pay, degree pay etc. Because the annual salary is divided by 2912 hours to compute a 24 hour worker's hourly wage, the "straight time" for these 12 hours has already been paid. The employee will therefore be compensated with the ½ portion of the base rate X the hours of FLSA overtime for each pay period.

Non-Work Status: An employee is considered not to be on normal work status for the following:

- 1. Unauthorized leave
- Sick Leave
- 3. Extended Sick Leave
- 4. Suspension without pay
- 5. Emergency Leave
- 6. Leave of Absence
- 7. Leave without pay

Overtime hours will be compensated in accordance with the FLSA. Hours spent on normal work status will be counted toward the overtime calculation. Hours spent on non-work status will only be counted toward straight time.

SECTION 5. Members of the Prevention Section assigned to standby status on weekends or holidays shall be entitled to standby pay in the amount of \$50.00 per day while so assigned. In the event a member is called to duty while on standby status, he shall be compensated in accordance with Section 1 above and not receive the \$50.00 standby pay for that day.

ARTICLE 34

COMPENSATION AT SEPARATION

SECTION 1: An employee who resigns, retires or is dismissed, or dies in the line of duty is eligible and shall be compensated accordingly for all his accumulated overtime, compensatory time, holiday time, vacation, and sick time.

SECTION 2: Members of the bargaining unit agree to complete and submit to the City's Human Resources Office a Beneficiary Designation as to Final Wages and Benefits (BDFWB) found in the rear of the Collective Bargaining Agreement (CBA) in the event of a life change such as marriage, divorce, and/or in the event of the death of a beneficiary currently listed on the BDFWB form. The BDFWB form will be maintained in the member's Official Personnel File for record keeping purposes.

ARTICLE 35

DRUG FREE WORKPLACE ACT

The Employer will implement and conform to Public Law 100-690 The Drug Free Workplace Act of 1988. In accordance with the Act, the Employer will:

- F. Publish and distribute to workers a policy prohibiting illegal drugs in the workplace;
- G. Provide each employee a copy of the above policy;
- H. Establish "drug free awareness programs" to inform employees about the dangers of drug use in performance of their jobs; the penalties for using them at work; and the availability of drug-counseling programs;
- I. Require employees to notify the employer if they are convicted of any drug related crime:

J. Punish convicted employees for drug violations or require their successful completion of a drug rehabilitation program.

ARTICLE 36

WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to further collectively bargain, with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 37

SUBSTANCE ABUSE POLICY

The parties agree to the Substance Abuse Policy contained in Article 23 of the City of Midwest City Policy and Procedures Manual. attached hereto as Exhibit "A" for Fiscal Year 2020-21.

ARTICLE 38

PENSION BENEFITS

Effective Pay Period Ending 2/20/2019 the employer agrees to pay fourteen percent (14%) of each employee's total actual paid gross salary to the Oklahoma Firefighters Retirement System the employee will be required to pay the remaining nine percent (9%) for a total of twenty three percent (23%), in accordance with Title 11 O.S. § 49-122.

ARTICLE 39

SAVINGS CLAUSE

SECTION 1. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application and, to this end, the provisions of this Agreement are severable.

SECTION 2. In the event of invalidation of any article or section both the Employer and the Union agree to meet for the purpose of arriving at a mutually satisfactory agreement for such article or section within thirty (30) days of said invalidation.

SECTION 3. It is understood that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by this Agreement during the contract period and it cannot be altered in any manner, save by the complete written concurrence of the parties subscribing hereto.

SECTION 4. Any appendices to this Agreement shall be numbered, dated and signed by the Employer and the Union, and shall be subject to the provision of this Agreement unless the terms of said appendices specifically delete or change a provision of this Agreement; and all appendices shall become part of this Agreement as if specifically set forth herein.

SECTION 5. It is understood that all time limits found within this Agreement may be extended by mutual concurrence.

SECTION 6. This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this contract, and no provisions or terms of obligations herein contained shall be modified, altered or changed in any respect except by mutual agreement of the parties in writing.

ARTICLE 40

Disciplinary Action Involving the Administrative Review Board

SECTION 1. Disciplinary action, for just cause, shall be solely for the good of the service, as a minimum the following procedure shall be followed as set forth by this article.

SECTION 2. All complaints lodged against member(s) of the Fire Department will be investigated. The allegations will be reduced to writing and will be presented to the employee at the time of the investigation. If appropriate discipline is issued it will be done at the end of a completed investigation; the employee will receive copies of the disciplinary action at the time the disciplinary action is issued.

SECTION 3. The employer will notify the employee, of any disciplinary action above the level of informal oral counseling. If an employee as a result of an investigation is going to be referred to the Administrative Review Board (ARB) with the recommendation for discipline to the level of suspension without pay, demotion, or termination of employment; the recommendation shall have written documentation supporting the recommendation of suspension without pay, demotion or termination of employment. The employee shall receive an identical copy of all documentation supporting the

recommendation to the ARB. An identical copy of the recommendation and all supporting documentation will be given to the union representative, at the employee's request only. This information will be presented to both parties—at the conclusion of the investigation prior to the ARB meeting—The employee will be given the opportunity to speak to the ARB if they so choose, the employee may have union representation present at their request.

ARTICLE 41

DURATION OF AGREEMENT

THE AGREEMENT SHALL BECOME EFFECTIVE 12:01 A.M. July 1, 2022, and shall remain in full force and effect until midnight June 30, 2025.

IN WITNESS WHEREOF, the parties set their hands this <u>28</u> day of June 2022.

ATTEST:	THE CITY OF MIDWEST CITY, OKLAHOMA
City Clerk	 Mayor
ATTEST:	MIDWEST CITY INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #2066

CBA Between Midwest City and IAFF Local 2066	Contract Year 2025/2026				
Secretary	President				
CORPORATE NEGOTIATOR CITY OF MIDWEST CITY					
Human Resources Director					
APPROVED AS TO FORM AND LEGALITY	this <u>28</u> day of June 2020.				
City Attorney					

STEP 6 88,818.40 3,416.09 30.5008

ADDENDUM A: 2025-2026 FIRE PAY SCALE
EFFECTIVE 07/01/2025 Applied 2.0% Across the Board Increase

FIREFIGHTER	ANNUAL BI-WEEKLY HOURLY	STEP 1 56,714.61 2,181.33 19.4762	STEP 2 60,623.82 2,331.69 20.8186	STEP 3 64,480.35 2,480.01 22.1430	STEP 4 68,366.43 2,629.48 23.4775	
SR. FIREFIGHTER	ANNUAL BI-WEEKLY HOURLY	STEP 1 73,578.01 2,829.92 25.2672	STEP 2 77,449.52 2,978.83 26.5967	STEP 3 81,319.72 3,127.68 27.9257	STEP 4 85,191.26 3,276.59 29.2552	STEP 5 89,614.31 3,446.70 30.7741
SERGEANT	ANNUAL BI-WEEKLY HOURLY	STEP 1 91,791.33 3,530.44 31.5217	STEP 2 94,306.06 3,627.16 32.3853	STEP 3 96,820.78 3,723.88 33.2489	STEP 4 101,192.40 3,892.02 34.7501	
LIEUTENANT	ANNUAL BI-WEEKLY HOURLY	STEP 1 103,267.01 3,971.81 35.4626	STEP 2 105,386.20 4,053.32 36.1903	STEP 3 107,547.36 4,136.44 36.9325		
CAPTAIN	ANNUAL BI-WEEKLY HOURLY	STEP 1 110,869.91 4,264.23 38.0735	STEP 2 113,147.64 4,351.83 38.8556	STEP 3 115,472.93 4,441.27 39.6542	STEP 4 117,847.54 4,532.60 40.4696	
MAJOR	ANNUAL BI-WEEKLY HOURLY	STEP 1 120,271.84 4,625.84 41.3021	STEP 2 122,746.71 4,721.03 42.1520	STEP 3 125,274.27 4,818.24 43.0200	STEP 4 127,854.14 4,917.47 43.9060	
SHIFT COMMANDER	ANNUAL BI-WEEKLY HOURLY	STEP 1 130,488.46 5,018.79 44.8106	STEP 2 133,178.01 5,122.23 45.7342	STEP 3 135,924.60 5,227.87 46.6774	STEP 4 138,671.16 5,333.51 47.6206	
TRAINING CAPTAIN	ANNUAL BI-WEEKLY HOURLY	STEP 1 110,869.91 4,264.23 53.3028	STEP 2 113,147.64 4,351.83 54.3979	STEP 3 115,472.93 4,441.27 55.5158	STEP 4 117,847.54 4,532.60 56.6575	

TRAINING CHIEF		STEP 1	STEP 2	STEP 3	STEP 4	
	ANNUAL	127,929.86	130,566.68	133,259.41	135,952.12	
	BI-WEEKLY	4,920.38	5,021.80	5,125.36	5,228.93	
	HOURLY	61.5047	62.7724	64.0670	65.3616	
FIRE PREVENTION		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	ANNUAL	99,925.87	102,479.86	104,801.52	107,122.98	111,784.77
	BI-WEEKLY	3,843.30	3,941.53	4,030.83	4,120.11	4,299.41
	HOURLY	48.0413	49.2692	50.3853	51.5014	53.7427
ASSISTANT FIRE						
MARSHAL		STEP 1	STEP 2	STEP 3	STEP 4	
	ANNUAL	111,925.43	114,146.11	116,409.86	118,720.07	
	BI-WEEKLY	4,304.82	4,269.53	4,354.90	4,442.00	
	HOURLY	53.8103	54.8779	55.9663	57.0770	
FIRE MARSHAL		STEP 1	STEP 2	STEP 3	STEP 4	
	ANNUAL	130,488.46				
	BI-WEEKLY	5,018.79	5,122.23	5,224.68	5,333.51	
	HOURLY	62.7348	64.0279	65.3084	66.6688	



Collective Bargaining Agreement Local 2066 / City of Midwest City

Grievance Form



Seat Solid	Gilevaiic	e roiiii	S OF OKLAHO
Name of Grievant:		Date of Incident:	
Rank:	Date Grievant A	ware of Incident:	
Please complete a narr	rative with the facts supporting t	he grievance (attach addition	onal pages if needed):
·	•		
Please specify the	e article(s) and section(s) o	of the contract believed	d to be violated:
	Please note the resol	ution requested:	
Grievant Signature:		Date:	

Step one (1) of the grievance process is to discuss the immediate supervisor Assistant Chief, shall remployee in writing. If not resolved the employee	espond	within six (6) days of dis	cussin	g the	grievance	
Immediate Supervisor Assistant Chief		Date discussed w/	Emp.		Dat	e of written response
						, ,
Step two (2) it the grievance is not resolved in st writing within six (6) calendar days citing the CB calendar days to respond in writing.						
Fire Chief:	Date Su	bmitted to Fire Chief:	Date of Chief'		Fire ponse:	
Filed by:		Local 2066		Gr	ievant	
Step three (3) if the grievance is not resolved in writing within six (6) calendar days. The LRO has grievance. The LRO then has six (6) calendar day	ten (10)	days to meet with the	Union	and F		
Labor Relations Officer:		e Submitted to LRO:		of the	LRO's	
Step four (4) if the grievance is not resolved in step 3, within six (6) days. The City Manager has six (6) calend step the union or the City can by mutual agreement as grievance for impartial arbitration in accordance with	lar days to sk or for N	orespond in writing to the Mediation; if not resolved t	employ	ee. If	the grieva	nce is not settled in this
City Manager:	Date Su Manage	bmitted to City er:	Date of the City Manager's Response:		City	
Please note in this section any information pertidates or time limitations):	nent to t	he resolution of the gri	evance	e (i.∈	e. agreem	ents to change hearing
Att	ach add	itional pages if needed				

The City of Midwest City

BENEFICIARY DESIGNATION AS TO FINAL WAGES AND BENEFITS FORM

I understand that Oklahoma State law Title 40 Stat. §165.3a and Title 62 Stat. §304.2 allow me the option of designating a beneficiary to receive my final wages and termination pay in the event of my death while still gainfully employed by the City of Midwest City. If I do not designate a beneficiary and keep the beneficiary current, and die while still gainfully employed by the City of Midwest City, not more than Three Thousand Dollars (\$3,000.00) of my final wages and termination pay will be paid to my surviving spouse, or dependent child(ren), as allowed by state law and the remainder will be paid to my estate.

I understand that I can change or cancel my beneficiary designation at any time. I further understand that it is my sole responsibility to change my beneficiary designation when a life event occurs in my life such as marriage, divorce or death of a beneficiary currently listed on this form. The City is not responsible if the form is not correct or current.

			<u>Percentage</u>
I designate:			%
Print N	ame Relat	ionship	
Address	City & St.	Zip Code	
Print Name	Relati	ionship	%
Address	City & St.	Zip Code	
Print Name	Relat	ionship	%
Address	City & St.	Zip Code	
designated above, in above designated be death, I designate the	the event of my death while oneficiary(ies) should predecest following person as my cont	gainfully employed by thase me, or has been divingent beneficiary to re	
I designate Print Name	9	Relationship	as my contingent beneficiary.
Address	City & St.	Zip	
I decline to	designate a beneficiary with r	respect to my final wage	es and termination pay.
Print Name		Employee S	ignature Date



Human Resources

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

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: June 24, 2025

RE: 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.

Staff is recommending an across-the-board increase of 2.05 percent to the base salary of City Employees not covered by a collective bargaining agreement (CBA), to be effective July 1, 2025. This is uniform with the new money agreed to with the IAFF Local #2066 for their 2025/2026 CBA.

Troy Bradley, Human Resources Director



FURTHER INFORMATION



Human Resources

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

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: June 24, 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 May 2025, which is the eleventh (11) 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	
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	
PLAN CLAIMS/ADMIN COSTS	<u>Jul-24</u>	<u>Aug-24</u>	<u>Sep-24</u>	Oct-24	Nov-24	Dec-24	<u>Jan-25</u>	<u>Feb-25</u>	Mar-25	Apr-25	May-25	<u>Jun-25</u>
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	
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	
EXCESS INCOME vs. EXPENDITURES	<u>Jul-24</u>	<u>Aug-24</u>	<u>Sep-24</u>	Oct-24	Nov-24	Dec-24	<u>Jan-25</u>	<u>Feb-25</u>	Mar-25	Apr-25	May-25	<u>Jun-25</u>
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	0
Projected Budgeted (YTD)	-103,250	6,886	-96,364	13,772	123,908	20,658	130,794	240,930	137,680	247,816	357,952	254,702
Actual (YTD)	698,982	700,330	570,444	711,741	735,675	601,987	521,862	495,393	507,206	575,043	474,044	0
FISCAL YEAR 2023-2024	<u>Jul-23</u>	<u>Aug-23</u>	<u>Sep-23</u>	Oct-23	Nov-23	<u>Dec-23</u>	<u>Jan-24</u>	<u>Feb-24</u>	<u>Mar-24</u>	<u>Apr-24</u>	May-24	<u>Jun-24</u>
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	<u>Jul-23</u>	<u>Aug-23</u>	<u>Sep-23</u>	Oct-23	<u>Nov-23</u>	<u>Dec-23</u>	<u>Jan-24</u>	<u>Feb-24</u>	<u>Mar-24</u>	<u>Apr-24</u>	May-24	<u>Jun-24</u>
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	<u>Aug-23</u>	<u>Sep-23</u>	Oct-23	Nov-23	<u>Dec-23</u>	Jan-24	<u>Feb-24</u>	<u>Mar-24</u>	Apr-24	May-24	<u>Jun-24</u>
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



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

TO: Honorable Mayor and Council

FROM: Randall Fryar, Chief Building Official

DATE: June 24th, 2025

SUBJECT: Monthly Residential and Commercial Building report for May 2025

Attached is the monthly building report. This report is used by multiple parties to track permits on an ongoing basis.

Internally, we use this permit to forecast the workload on our staff.

Nationally, the trend is for new housing permits to be down year over year because of the elevated financing cost and the high cost of building materials. This is echoed regionally and in the metro with numerous other Cities seeing similar trends.

If there are any questions, please let me know.

Sincerely,

Randall Fryar, Chief Building Official

Trally

Engineering and Construction Services



100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits Summary - Issued 5/1/2025 to 5/31/2025

Building - Commercial & Industrial

Count	Permit Type	<u>Value</u>
2	Alteration of Man Home Or Const of Space	\$140,000.00
1	Com Accessory Bldg Permit	\$25,000.00
1	Com Driveway Permit	\$3,500.00
2	Com General Electrical Permit	\$669,000.00
1	Com General Mechanical Permit	\$6,006.69
2	Com General Plumbing Permit	\$0.00
1	Com New Const Mechanical Permit	
1	Com New Const Plumbing Permit	
3	Com Remodel Bldg Permit	\$1,331,496.80
1	Com Roofing Permit	\$131,000.00
7	Com Sign Permit	\$97,404.00
	Total Value of Building - Commercial & Industrial:	2,403,407.49

Building - Public & Semi-Public

	Total Value of Building - Public & Semi-Public:	1,500,000.00
1	Hospital Remodel Bldg Permit	\$1,500,000.00
<u>Count</u>	Permit Type	<u>Value</u>

Building - Residential

Count	Permit Type	<u>Value</u>
5	Res Accessory Bldg Permit	\$33,285.47
8	Res Carport Permit	\$32,225.00
1	Res Demolition Permit	\$2,000.00
7	Res Driveway Permit	\$22,360.00
4	Res Duplex New Const Bldg Permit	\$440,000.00
24	Res Duplex Remodel Bldg Permit	\$840,000.00
2	Res Fence Permit	\$7,450.00
19	Res General Electrical Permit	\$79,721.00
20	Res General Mechanical Permit	\$172,269.00
75	Res General Plumbing Permit	\$98,686.18
6	Res New Const Electrical Permit	\$12,000.00
13	Res New Const Mechanical Permit	
11	Res New Const Plumbing Permit	\$0.00
1	Res Patio Cover Permit	\$0.00
30	Res Roofing Permit	\$509,431.00
1	Res Single-Fam Addition Bldg Permit	\$130,000.00
5	Res Single-Fam New Const Bldg Permit	\$4,157,000.00
5	Res Single-Fam Remodel Building Permit	\$295,000.00
8	Res Solar Permit	\$339,435.64
8	Res Storm Shelter Permit	\$34,913.00
2	zzRes House Moving (In) Permit	\$140,000.00
	Total Value of Building - Residential:	7,345,776.29

Grand Total: \$11,249,183.78



100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits by Type - Issued 5/1/2025 to 5/31/2025

Building - Commercial & Industrial

Issued	n of Man Home Or Const of Space Location	<u>Applicant</u>	Case #	Value
5/15/25	10301 SE 29TH ST, 621, 73130	TeFawn Hail	B-25-1214	\$70,000.00
5/20/25	10301 SE 29TH ST, 421, 73130	TeFawn Hail	B-25-1305	\$70,000.00
3/20/23	10001 3L 29111 31, 410, 73130	ici awii i ali	D-23-1303	\$140,000.00
Com Acc	essory Bldg Permit			
Issued	Location	<u>Applicant</u>	Case #	<u>Value</u>
5/27/25	1313 N AIR DEPOT BLVD, 73110	Ron Davis	B-25-1009	\$25,000.00
				\$25,000.00
Com Driv	veway Permit			
<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	Case #	<u>Value</u>
5/15/25	4206 N SHADYBROOK DR, Midwest City, OK, 73110	SHAWN AMJAD	B-25-1221	\$3,500.00
				\$3,500.00
Com Ger	neral Electrical Permit			
<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	Case #	<u>Value</u>
5/13/25	7400 E RENO AVE, 73110	Douglas Hartwig	B-25-1196	\$669,000.00
5/29/25	1168 N DOUGLAS BLVD, RISER ROOM 73130	CAP Electric	B-25-1341	
				\$669,000.00
Com Ger	neral Mechanical Permit			
Issued	<u>Location</u>	<u>Applicant</u>	Case #	<u>Value</u>
5/21/25	1725 S WESTMINSTER RD, Midwest City, OK, 73130	Mid Del youth & Family Services	B-25-1304	\$6,006.69
				\$6,006.69
Com Ger	neral Plumbing Permit			
Issued	<u>Location</u>	<u>Applicant</u>	Case #	<u>Value</u>
<u>Issued</u> 5/14/25	<u>Location</u> 1620 MIDTOWN PL, 73130	Richard Terry	B-25-1228	
<u>Issued</u>	<u>Location</u>			<u>Value</u> \$0.00
<u>Issued</u> 5/14/25	<u>Location</u> 1620 MIDTOWN PL, 73130 1265 N AIR DEPOT BLVD, C, Midwest	Richard Terry	B-25-1228	\$0.00
<u>Issued</u> 5/14/25 5/20/25	<u>Location</u> 1620 MIDTOWN PL, 73130 1265 N AIR DEPOT BLVD, C, Midwest	Richard Terry	B-25-1228	\$0.00
<u>Issued</u> 5/14/25 5/20/25	Location 1620 MIDTOWN PL, 73130 1265 N AIR DEPOT BLVD, C, Midwest City, OK, 73110 v Const Mechanical Permit Location	Richard Terry Joshua Cornelius Applicant	B-25-1228 B-25-1253	
<u>Issued</u> 5/14/25 5/20/25 Com Nev	Location 1620 MIDTOWN PL, 73130 1265 N AIR DEPOT BLVD, C, Midwest City, OK, 73110 v Const Mechanical Permit	Richard Terry Joshua Cornelius	B-25-1228 B-25-1253	\$0.00 \$0.00
<u>Issued</u> 5/14/25 5/20/25 Com New <u>Issued</u> 5/29/25	Location 1620 MIDTOWN PL, 73130 1265 N AIR DEPOT BLVD, C, Midwest City, OK, 73110 V Const Mechanical Permit Location 2515 S POST RD, 73130	Richard Terry Joshua Cornelius Applicant	B-25-1228 B-25-1253	\$0.00 \$0.00
<u>Issued</u> 5/14/25 5/20/25 Com New <u>Issued</u> 5/29/25	Location 1620 MIDTOWN PL, 73130 1265 N AIR DEPOT BLVD, C, Midwest City, OK, 73110 v Const Mechanical Permit Location	Richard Terry Joshua Cornelius Applicant	B-25-1228 B-25-1253	\$0.00 \$0.00

JC Glidewell	B-25-1217
--------------	-----------

5/14/25	2515 S POST RD, Midwest City, OK
	70400

73130

Com Remodel B	Ilda Permit
---------------	-------------

Issued	<u>Location</u>	<u>Applicant</u>	Case #	<u>Value</u>
5/1/25	7099 SE 29TH ST, Midwest City, OK,	Tony Scorsone	B-25-0799	\$760,000.00
	73110			
5/8/25	7901 NE 10TH ST, 73110	WEST EAST ASSET	B-25-0749	\$8,000.00
		MANAGEMENT,LLC		
5/8/25	7901 NE 10TH ST, 73110	Anna Liang	B-25-0749	\$8,000.00
5/21/25	8320 NE 10TH ST, Midwest City, OK,	Jeremy Owens Enterprises LLC	B-25-0668	\$563,496.80
	73110			

\$1,339,496.80

Com Roofing Permit

Issued	<u>Location</u>	<u>Applicant</u>	Case #	<u>Value</u>
5/22/25	7221 E RENO AVE, Midwest City, OK,	Simon Roofing and Sheet Metal	B-25-1344	\$131,000.00
	73110	Corp		

\$131,000.00

Com Sign Permit

Issued	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/16/25	9900 SE 15TH ST, Midwest City, OK,	Jacob Melton	B-25-1208	\$18,904.00
	73130			
5/16/25	9900 SE 15TH ST, Midwest City, OK,	Kenlee Becknel	B-25-1164	\$30,000.00
	73130			
5/19/25	9809 SE 15TH ST, 73130	Chad Bullock	B-24-2431	\$15,000.00
5/19/25	9809 SE 15TH ST, 73130	Chad Bullock	B-24-2429	\$10,000.00
5/19/25	9809 SE 15TH ST, 73130	Chad Bullock	B-24-2428	\$10,000.00
5/19/25	9809 SE 15TH ST, 73130	Chad Bullock	B-24-2427	\$10,000.00
5/28/25	1323 GATEWAY PLZ, Midwest City,	Joan Jester	B-25-1252	\$3,500.00
	OK, 73110			

\$97,404.00

Building - Public & Semi-Public

Hospital Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	Case #	<u>Value</u>
5/21/25	2824 PARKLAWN DR, Midwest City,	Thompson Construction Inc.	B-25-1073	\$1,500,000.00
	OK, 73110			

\$1,500,000.00

Building - Residential

Res Accessory Bldg Permit

Issued	<u>Location</u>	<u>Applicant</u>	Case #	<u>Value</u>
5/1/25	2325 CELINA DR, Midwest City, OK,	Roy Patterson	B-25-1078	\$5,597.38
	73130			
5/5/25	13020 SHIRLEY LN, 73020	Kurt Martin	B-25-1077	\$7,200.00
5/19/25	1220 COTTONWOOD, Midwest City,	Sergio Violante	B-25-0858	\$16,988.09
	OK, 73130			
5/21/25	1117 WOODCREST DR, Midwest City,	Zachary Garrett	B-25-1188	\$3,000.00
	OK, 73110			
5/28/25	829 LEISURE DR, Midwest City, OK,	Howard lee Gamble JR	B-25-1294	\$500.00
	73110			

Res Car	ort I	Permit
---------	-------	--------

	ort Permit			
<u>Issued</u> 5/5/25	Location 213 W ERCOUPE DR, Midwest City,	<u>Applicant</u> Roger Ring	<u>Case #</u> B-25-1113	<u>Value</u> \$2,995.00
5/5/25	OK, 73110 9326 ORCHARD BLVD, Midwest City,	Roger Ring	B-25-1103	\$5,150.00
	OK, 73130	-		
5/5/25	2320 AVERY AVE, Midwest City, OK, 73130	Roger Ring	B-25-1054	\$4,950.00
5/12/25	2413 SANDRA DR, Midwest City, OK, 73110	Dawn Preciado	B-25-0761	\$2,200.00
5/15/25	1409 MOORE AVE, 73130	william Nickell	B-25-1121	\$7,650.00
5/15/25	108 GILL DR, Midwest City, OK, 73110	Roger Ring	B-25-1185	\$4,950.00
5/16/25	1116 WOODLANE DR, 73110	LOVEJOY, WALTER & DONNA	B-25-1227	\$1,580.00
5/19/25	227 E MYRTLE LN, 73110	Juan Jimenez	B-25-1168	\$2,750.00
				\$32,225.00
	olition Permit			
Issued	Location	Applicant	<u>Case #</u>	<u>Value</u>
5/19/25	1701 N KEY BLVD, Midwest City, OK, 73110	FRANCES ZEPHIR	B-25-0563	\$2,000.00
				\$2,000.00
Res Drive	eway Permit			
<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	Case #	<u>Value</u>
5/13/25	4100 N SHADYBROOK DR, Midwest City, OK, 73110	SHAWN AMJAD	B-25-1198	\$3,500.00
5/13/25	4102 N SHADYBROOK DR, Midwest City, OK, 73110	SHAWN AMJAD	B-25-1199	\$3,500.00
5/13/25	3937 BELLA VISTA, MIDWEST CITY, OK, 73110	SHAWN AMJAD	B-25-1200	\$3,500.00
5/15/25	4208 N SHADYBROOK DR, Midwest City, OK, 73110	SHAWN AMJAD	B-25-1222	\$3,500.00
5/19/25	10738 PAINTED TURTLE WAY, Midwest City, OK, 73130	Yesica Marrufo	B-25-1275	\$0.00
5/19/25	10742 PAINTED TURTLE WAY, Midwest City, OK, 73130	Yesica Marrufo	B-25-1274	\$0.00
5/22/25	3000 MEADOWOOD DR, Midwest City, OK, 73110	VALLEY HERRIN	B-25-1342	\$8,360.00
				\$22,360.00
Res Dup	ex New Const Bldg Permit			
<u>Issued</u>	Location	Applicant	<u>Case #</u>	<u>Value</u>
5/16/25	9077 NE 13TH ST, 24, 73130	Adam Stanbana	B-25-1184	\$110,000.00
5/16/25	9077 NE 13TH ST, 23, 73130	Adam Stephens	B-25-1183	\$110,000.00
5/16/25 5/16/25	9077 NE 13TH ST, 22, 73130 9077 NE 13TH ST, 21, 73130	Adam Stephens Adam Stephens	B-25-1182 B-25-1181	\$110,000.00 \$110,000.00
3/10/23	9077 NE 13111 31, 21, 73130	Adam Stephens	D-23-1101	\$440,000.00
				\$440,000.00
Res Dupl Issued	ex Remodel Bidg Permit Location	<u>Applicant</u>	Case #	Value
5/12/25	1501 STONECROP DR, Midwest City, OK, 73110	David Schenck	B-25-0928	\$35,000.00
5/12/25	1500 STONECROP DR, Midwest City, OK, 73110	David Schenck	B-25-0927	\$35,000.00
5/12/25	1423 STONECROP DR, Midwest City, OK, 73110	David Schenck	B-25-0929	\$35,000.00
5/12/25	1506 STONECROP DR, Midwest City, OK, 73110	David Schenck	B-25-0941	\$35,000.00
5/12/25	1507 STONECROP DR, Midwest City, OK, 73110	David Schenck	B-25-0943	\$35,000.00
	•			

5/12/25	1502 STONECROP DR, Midwest City, OK, 73110	David Schenck	B-25-0945	\$35,000.00
5/12/25	1503 STONECROP DR, Midwest City, OK, 73110	David Schenck	B-25-0947	\$35,000.00
5/12/25	1425 STONECROP DR, Midwest City, OK, 73110	David Schenck	B-25-0948	\$35,000.00
5/27/25	1419 STONECROP DR, Midwest City,	David Schenck	B-25-1280	\$35,000.00
5/27/25	OK, 73110 1415 STONECROP DR, Midwest City,	David Schenck	B-25-1282	\$35,000.00
5/27/25	OK, 73110 1417 STONECROP DR, Midwest City,	David Schenck	B-25-1283	\$35,000.00
5/27/25	OK, 73110 1413 STONECROP DR, Midwest City, OK, 73110	David Schenck	B-25-1285	\$35,000.00
5/27/25	1421 STONECROP DR, Midwest City, OK, 73110	David Schenck	B-25-1281	\$35,000.00
5/27/25	1411 STONECROP DR, Midwest City, OK, 73110	David Schenck	B-25-1284	\$35,000.00
5/27/25	1407 STONECROP DR, Midwest City, OK, 73110	David Schenck	B-25-1286	\$35,000.00
5/27/25	1409 STONECROP DR, Midwest City, OK, 73110	David Schenck	B-25-1287	\$35,000.00
5/27/25	1504 STONECROP DR, Midwest City, OK, 73110	David Schenck	B-25-0925	\$35,000.00
5/27/25	1505 STONECROP DR, Midwest City, OK, 73110	David Schenck	B-25-0926	\$35,000.00
5/27/25	8403 WATERLEAF CT, Midwest City, OK, 73110	David Schenck	B-25-1288	\$35,000.00
5/27/25	8405 WATERLEAF CT, Midwest City, OK, 73110	David Schenck	B-25-1289	\$35,000.00
5/27/25	8407 WATERLEAF CT, Midwest City, OK, 73110	David Schenck	B-25-1290	\$35,000.00
5/27/25	8409 WATERLEAF CT, Midwest City, OK, 73110	David Schenck	B-25-1291	\$35,000.00
5/27/25	8411 WATERLEAF CT, Midwest City, OK, 73110	David Schenck	B-25-1292	\$35,000.00
5/27/25	8413 WATERLEAF CT, Midwest City, OK, 73110	David Schenck	B-25-1293	\$35,000.00
				\$840,000.00
Res Fend	ce Permit			
<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	Case #	<u>Value</u>
5/1/25	3405 OAK GROVE, 73110	Paul Wallis	B-25-1090	\$0.00
5/8/25	1340 E TIMBERVIEW DR, Midwest City, OK, 73130	Lawrence Nugent	B-25-1047	\$7,450.00
				\$7,450.00
Res Gene	eral Electrical Permit			
<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	Case #	<u>Value</u>
5/5/25	404 ARNOLD DR, 73110	Kenny Doyle	B-25-1130	\$2,500.00
5/7/25	309 DAVIS CIR, Midwest City, OK, 73110	Kaylee Bennett	B-25-1099	
5/7/25	445 W SILVER MEADOW DR, Midwest City, OK, 73110	Shawn Moyer	B-25-1145	\$16,500.00
5/8/25	108 COUNTRY CLUB CIR, Midwest City, OK, 73110	Kaylee Bennett	B-25-1158	\$12,999.00
5/8/25	2510 S WESTMINSTER RD, Midwest City, OK, 73130	Michael Anderson	B-25-1157	
5/12/25	205 DAVIS CIR, Midwest City, OK, 73110	Suntria Solar	B-25-1176	\$3,000.00
5/12/25	111 LONDON LN, Midwest City, OK, 73110	Suntria Solar	B-25-1177	\$3,000.00

5/12/25	912 W RULANE DR, Midwest City, OK, 73110	Suntria Solar	B-25-1178	\$3,000.00
5/13/25	604 GENERAL SENTER DR, Midwest City, OK, 73110	James McGee	B-25-1211	
5/20/25	1213 WILKINSON DR, Midwest City, OK, 73130	Jennifer B Dick	B-25-1245	
5/20/25	213 LEONARD LN, Midwest City, OK, 73110	Kaylee Bennett	B-25-1272	\$15,975.00
5/21/25	215 SHADYBROOK PL, Midwest City, OK, 73110	Gary's Electric Services LLC	B-25-1319	
5/23/25	1133 LIVEOAK DR, 73110	kevin larrison	B-25-1320	\$8,000.00
5/27/25	1209 TWILIGHT DR, Midwest City, OK, 73110	Jesus Aguayo	B-25-1397	\$6,000.00
5/29/25	506 E GRUMMAN DR, Midwest City, OK, 73110	Jeff Smith	B-25-1421	\$0.00
5/29/25	2357 TURTLEWOOD RIVER RD, Midwest City, OK, 73130	Randall Smith	B-25-1411	\$4,000.00
5/29/25	1317 MCDONALD DR, Midwest City, OK, 73130	McGee Electric	B-25-1408	
5/30/25	9612 LYRIC LN, Midwest City, OK, 73130	Rita Wiggins	B-25-1403	\$4,122.00

\$79,096.00

Res General Mechanical Permit

Issued	<u>Location</u>	<u>Applicant</u>	Case #	<u>Value</u>
5/5/25	1133 HAWTHORNE DR, 73110	Interstate Heat & Air	B-25-1117	\$0.00
5/5/25	9312 NAWASSA DR, 73130	MARIAN BENDER	B-25-1127	\$11,970.00
5/8/25	304 BLUEBIRD DR, 73110	Rita Wiggins	B-25-1155	\$8,365.00
5/8/25	3328 MEADOWOOD DR, 73110	wendy	B-25-1146	\$0.00
5/12/25	2566 FOREST CROSSING DR,	Ward Christopher	B-25-1187	\$15,000.00
	MIDWEST CITY, OK, 73020			
5/14/25	10804 SE 27TH ST, 73130	advent	B-25-1224	\$7,000.00
5/15/25	6000 WILL ROGERS RD, 419,	Gavino Hernandez	B-25-1248	
	Midwest City, OK, 73110			
5/19/25	203 W RICKENBACKER DR, Midwest	Crystal Swearingen	B-25-1243	\$7,200.00
	City, OK, 73110			
5/20/25	1240 THREE OAKS CIR, Midwest City,	Ward Christopher	B-25-1258	\$18,000.00
	OK, 73130			
5/20/25	2902 DEL CASA CIR, Midwest City,	Ward Christopher	B-25-1260	\$15,000.00
	OK, 73110			
5/20/25	1111 N RED BUD DR, Midwest City,	Ward Christopher	B-25-1261	\$12,000.00
	OK, 73110			****
5/22/25	3121 SHADYBROOK DR, Midwest	Harlod Spangler	B-25-1349	\$11,250.00
E/07/0E	City, OK, 73110	A4: 1 1 1 1 1 1 1	D 05 4000	#4.500.00
5/27/25	716 WOODLAND DR, Midwest City,	Michael Hickey	B-25-1390	\$4,500.00
E/00/0E	OK, 73130	The area a - NA/:11:	D 05 4404	
5/28/25	10500 E RENO AVE, Midwest City, OK,	Thomas Williams	B-25-1404	
E 100 10E	73130	Mand Christanhan	D 05 4242	#44.000.00
5/28/25	6208 SE 7TH ST, Midwest City, OK, 73110	Ward Christopher	B-25-1343	\$14,000.00
EIDOIDE	9612 LYRIC LN, Midwest City, OK,	Dita Wiggins	D 25 1204	¢7.066.00
5/30/25	73130	Rita Wiggins	B-25-1394	\$7,966.00
5/30/25	12512 FOREST OAKS DR, 73020	Rita Wiggins	B-25-1402	\$12,818.00
5/30/25	1005 W IDYLWILD DR, Midwest City,	Brooklyn Dougan	B-25-1398	\$18,700.00
3/30/23	OK, 73110	Brooklyff Bougain	D-23-1390	φ10,700.00
5/30/25	10200 OAK PARK DR, 73130	advent mechanical	B-25-1413	\$8,500.00
5/30/25	9400 NAWASSA DR, 73130	Jon Hill	B-25-1413 B-25-1414	φο,500.00
3/30/23	STOU NAVIAGOA DIN, 10100	JOH TIIII	D-20-1414	

\$172,269.00

Res General Plumbing Permit

Issued	<u>Location</u>	<u>Applicant</u>	Case #	<u>Value</u>
5/5/25	10816 ASHTON TER, 73130	Marian Bender	B-25-1124	\$3,946.50

5/6/25	1327 ALVIOLA AVE, Midwest City, OK,	MARIAN BENDER	B-25-1138	\$2,910.00
	73110			
5/8/25	901 GENERAL SENTER DR, Midwest	Wiggys Plumbing and Heating	B-25-1159	
	City, OK, 73110	Inc		
5/8/25	1438 EMMA DR, 73130	Holly Ray	B-25-1143	\$10,816.44
5/8/25	430 W DOUGLAS DR, 73110	Jennifer Kipp	B-25-1161	\$500.00
5/8/25	301 ATKINSON DR, 73110	Jennifer Kipp	B-25-1162	\$500.00
5/9/25	9304 NE 14TH ST, Midwest City, OK,	brandon stanley	B-25-1171	7
0,0,20	73130	Sidilatin taility	D 20 111 1	
5/9/25	10301 SE 29TH ST, LOT 410 73130	brandon stanley	B-25-1172	
5/9/25	10301 SE 29TH ST, LOT 725 73130	brandon stanley	B-25-1173	\$0.00
5/9/25	10301 SE 29TH ST, LOT 604 73130	brandon stanley	B-25-1174	\$0.00
		•		ψ0.00
5/12/25	112 KING AVE, Midwest City, OK, 73130	Bill Elliott	B-25-1197	
5/12/25	11333 ROEFAN RD, 73130	KARDATZKE, JOSHUA	B-25-1201	\$0.00
5/13/25	8501 SE 15TH ST, 73110	Jennifer Kipp	B-25-1205	\$500.00
5/13/25	12626 SE 18TH ST, 73020	Rita Wiggins	B-25-1206	\$1,538.00
5/13/25	2001 GOLDENROD LN, 73130	Holly Ray	B-25-1191	\$3,362.61
5/13/25	11515 ANDOVER CT, 73130	Holly Ray	B-25-1212	\$8,916.95
5/13/25	11333 ROEFAN RD, 73130	kerry wall	B-25-1218	\$2,100.00
5/14/25	11504 BRIGHTON CT, 73130	Cary Dodd	B-25-1210	\$2,200.00
5/14/25	10152 ALICIA DR, 73130	HERMAN'S PLUMBING	B-25-1226	\$3,486.00
5/14/25	1809 WHISPERING TRAIL, 73130	HARPOLE, BRENT MICHAEL	B-25-1230	\$0.00
5/15/25	2100 S AIR DEPOT BLVD, 73110	Mike Watson	B-25-1242	
5/15/25	108 TILLER DR, Midwest City, OK,	wiggys plumbing and heating inc	B-25-1239	
	73110	00, 1		
5/15/25	9900 SE 15TH ST, 73130	MARIAN BENDER	B-25-1240	\$8,413.00
5/19/25	937 W RULANE DR, Midwest City, OK,	Layton Moore	B-25-1255	\$7,000.00
	73110	•		. ,
5/20/25	8907 FAIRFIELD GREENS DR, 73110	Holly Ray	B-25-1259	\$3,739.51
5/20/25	409 MOISELLE ST, 73110	Cary Dodd	B-25-1249	\$2,400.00
5/20/25	5821 SE 3RD ST, 73110	David Wallar	B-25-1298	\$0.00
5/20/25	1712 SHANNON DR, Midwest City,	Rita Wiggins	B-25-1273	\$3,254.00
	OK, 73130			
5/20/25	1916 TREAT DR, Midwest City, OK,	Jacob Bamborough	B-25-1306	
	73110			
5/20/25	9600 SE 4TH ST, Midwest City, OK,	ADAM DAVIS	B-25-1308	\$1.00
	73130			
5/21/25	820 GENERAL SENTER DR, 73110	Jennifer Kipp	B-25-1314	\$500.00
5/21/25	913 BOYKIN DR, 73110	MARIAN BENDER	B-25-1315	\$2,640.00
5/21/25	119 W MYRTLE DR, 73110	Holly Ray	B-25-1321	\$7,202.32
5/21/25	2313 CELINA DR, 73130	Holly Ray	B-25-1309	\$3,512.61
5/21/25	801 N POST RD, 73130	ELVIS, CECIL	B-25-1323	70,0 .=
5/21/25	13154 RED OAK DR, 73020	Daniel Chesnut	B-25-1324	\$0.00
5/27/25	1700 N DOUGLAS BLVD, 73141	BREWER CONSTRUCTION	B-25-1352	φσ.σσ
5/27/25	9017 NE 19TH ST, 73141	BREWER CONSTRUCTION	B-25-1353	
	1702 N DOUGLAS BLVD, 73141			
5/27/25	•	BREWER CONSTRUCTION	B-25-1354	
5/27/25	1704 N DOUGLAS BLVD, 73141	BREWER CONSTRUCTION	B-25-1355	
5/27/25	1706 N DOUGLAS BLVD, 73141	BREWER CONSTRUCTION	B-25-1356	
5/27/25	1708 N DOUGLAS BLVD, 73141	BREWER CONSTRUCTION	B-25-1357	
5/27/25	1710 N DOUGLAS BLVD, 73141	BREWER CONSTRUCTION	B-25-1358	
5/27/25	1712 N DOUGLAS BLVD, 73141	BREWER CONSTRUCTION	B-25-1359	
5/27/25	1804 N DOUGLAS BLVD, 73141	BREWER CONSTRUCTION	B-25-1360	
5/27/25	1906 N DOUGLAS BLVD, 73141	BREWER CONSTRUCTION	B-25-1361	\$0.00
5/27/25	2000 N DOUGLAS BLVD, 73141	BREWER CONSTRUCTION	B-25-1362	\$0.00
5/27/25	9016 NE 19TH ST, 73141	BREWER CONSTRUCTION	B-25-1363	\$0.00
5/27/25	9009 NE 16TH ST, 73141	BREWER CONSTRUCTION	B-25-1364	\$0.00
5/27/25	9017 NE 16TH ST, 73141	BREWER CONSTRUCTION	B-25-1365	\$0.00
5/27/25	9015 NE 19TH ST, 73141	BREWER CONSTRUCTION	B-25-1366	\$0.00
5/27/25	9021 NE 16TH ST, 73141	BREWER CONSTRUCTION	B-25-1367	\$0.00
5/27/25	9013 NE 19TH ST, 73141	BREWER CONSTRUCTION	B-25-1368	\$0.00
5/27/25	9025 NE 16TH ST, 73141	BREWER CONSTRUCTION	B-25-1369	\$0.00
5/27/25	9012 NE 19TH ST, 73141	BREWER CONSTRUCTION	B-25-1370	\$0.00
, -0				Ψ0.00

5/27/25	9029 NE 16TH ST, 73141	BREWER CONSTRUCTION	B-25-1371	\$0.00
5/27/25	9011 NE 19TH ST	BREWER CONSTRUCTION	B-25-1372	\$0.00
5/27/25	9009 NE 19TH ST, 73141	BREWER CONSTRUCTION	B-25-1373	\$0.00
5/27/25	9008 NE 17TH ST, 73141	BREWER CONSTRUCTION	B-25-1374	\$0.00
5/27/25	9008 NE 19TH ST, 73141	BREWER CONSTRUCTION	B-25-1375	\$0.00
5/27/25	9009 NE 17TH ST, 73141	BREWER CONSTRUCTION	B-25-1376	\$0.00
5/27/25	9017 NE 17TH ST, 73141	BREWER CONSTRUCTION	B-25-1377	\$0.00
5/27/25	9016 NE 17TH ST, 73141	BREWER CONSTRUCTION	B-25-1378	\$0.00
5/27/25	9010 NE 17TH ST, 73141	BREWER CONSTRUCTION	B-25-1379	\$0.00
5/27/25	9015 NE 17TH ST, 73141	BREWER CONSTRUCTION	B-25-1380	\$0.00
5/27/25	9013 NE 17TH ST, 73141	BREWER CONSTRUCTION	B-25-1381	\$0.00
5/27/25	9011 NE 17TH ST, 73141	BREWER CONSTRUCTION	B-25-1382	\$0.00
5/27/25	9012 NE 17TH ST, 73141	BREWER CONSTRUCTION	B-25-1383	\$0.00
5/27/25	600 N PINE ST, Midwest City, OK, 73130	Melissa Harrison	B-25-1395	
5/28/25	11700 LORENE AVE, Midwest City, OK, 73130	Jerry Baker	B-25-1406	
5/29/25	616 E ROSE DR, Midwest City, OK, 73110	joshua skalicky	B-25-1415	
5/29/25	624 BRIGHTSIDE DR, Midwest City, OK, 73110	Holly Ray	B-25-1422	\$14,997.24
5/30/25	1421 THIEMER SQUARE, Midwest	Marcus Nealy	B-25-1432	\$0.00
3/30/23	City, OK, 73130	Marcus Meary	D-20-1 4 02	ψ0.00
				\$94,436.18
	Const Electrical Permit			•
Issued	<u>Location</u>	Applicant	Case #	\$94,436.18 <u>Value</u>
<u>Issued</u> 5/15/25	<u>Location</u> 2558 TURTLE WAY, 73130	Lisa	B-25-1246	
<u>Issued</u> 5/15/25 5/15/25	<u>Location</u> 2558 TURTLE WAY, 73130 2553 TURTLE WAY, 73130	Lisa Lisa	B-25-1246 B-25-1247	<u>Value</u>
Issued 5/15/25 5/15/25 5/27/25	Location 2558 TURTLE WAY, 73130 2553 TURTLE WAY, 73130 9724 SONATA CT, Midwest City, OK, 73130	Lisa Lisa LUIS REYES	B-25-1246 B-25-1247 B-25-1393	
Issued 5/15/25 5/15/25 5/27/25 5/29/25	Location 2558 TURTLE WAY, 73130 2553 TURTLE WAY, 73130 9724 SONATA CT, Midwest City, OK, 73130 2906 TREIGHT CREEK LN, 73110	Lisa Lisa LUIS REYES JUSTIN SEATON	B-25-1246 B-25-1247 B-25-1393 B-25-1417	<u>Value</u>
Issued 5/15/25 5/15/25 5/27/25 5/29/25 5/29/25	Location 2558 TURTLE WAY, 73130 2553 TURTLE WAY, 73130 9724 SONATA CT, Midwest City, OK, 73130 2906 TREIGHT CREEK LN, 73110 2908 TREIGHT CREEK LN, 73110	Lisa Lisa LUIS REYES JUSTIN SEATON JUSTIN SEATON	B-25-1246 B-25-1247 B-25-1393 B-25-1417 B-25-1418	<u>Value</u> \$12,000.00
Issued 5/15/25 5/15/25 5/27/25 5/29/25	Location 2558 TURTLE WAY, 73130 2553 TURTLE WAY, 73130 9724 SONATA CT, Midwest City, OK, 73130 2906 TREIGHT CREEK LN, 73110	Lisa Lisa LUIS REYES JUSTIN SEATON	B-25-1246 B-25-1247 B-25-1393 B-25-1417	
Issued 5/15/25 5/15/25 5/27/25 5/29/25 5/29/25	Location 2558 TURTLE WAY, 73130 2553 TURTLE WAY, 73130 9724 SONATA CT, Midwest City, OK, 73130 2906 TREIGHT CREEK LN, 73110 2908 TREIGHT CREEK LN, 73110	Lisa Lisa LUIS REYES JUSTIN SEATON JUSTIN SEATON	B-25-1246 B-25-1247 B-25-1393 B-25-1417 B-25-1418	<u>Value</u> \$12,000.00
Issued 5/15/25 5/15/25 5/27/25 5/29/25 5/29/25 5/29/25	Location 2558 TURTLE WAY, 73130 2553 TURTLE WAY, 73130 9724 SONATA CT, Midwest City, OK, 73130 2906 TREIGHT CREEK LN, 73110 2908 TREIGHT CREEK LN, 73110 2910 TREIGHT CREEK LN, 73110	Lisa Lisa LUIS REYES JUSTIN SEATON JUSTIN SEATON JUSTIN SEATON	B-25-1246 B-25-1247 B-25-1393 B-25-1417 B-25-1418 B-25-1419	<u>Value</u> \$12,000.00 \$0.00 \$12,000.00
Issued 5/15/25 5/15/25 5/27/25 5/29/25 5/29/25 5/29/25 Res New Issued	Location 2558 TURTLE WAY, 73130 2553 TURTLE WAY, 73130 9724 SONATA CT, Midwest City, OK, 73130 2906 TREIGHT CREEK LN, 73110 2908 TREIGHT CREEK LN, 73110 2910 TREIGHT CREEK LN, 73110	Lisa Lisa LUIS REYES JUSTIN SEATON JUSTIN SEATON JUSTIN SEATON Applicant	B-25-1246 B-25-1247 B-25-1393 B-25-1417 B-25-1418 B-25-1419	<u>Value</u> \$12,000.00 \$0.00
Issued 5/15/25 5/15/25 5/27/25 5/29/25 5/29/25 5/29/25 Res New Issued 5/2/25	Location 2558 TURTLE WAY, 73130 2553 TURTLE WAY, 73130 9724 SONATA CT, Midwest City, OK, 73130 2906 TREIGHT CREEK LN, 73110 2908 TREIGHT CREEK LN, 73110 2910 TREIGHT CREEK LN, 73110 Const Mechanical Permit Location 2891 TREIGHT CREEK LN, 73110	Lisa Lisa LUIS REYES JUSTIN SEATON JUSTIN SEATON JUSTIN SEATON Applicant Alphonse Carollo	B-25-1246 B-25-1247 B-25-1393 B-25-1417 B-25-1418 B-25-1419	<u>Value</u> \$12,000.00 \$0.00 \$12,000.0 0
<u>Issued</u> 5/15/25 5/15/25 5/27/25 5/29/25 5/29/25 Res New <u>Issued</u> 5/2/25 5/2/25 5/2/25 5/2/25 5/2/25 5/2/25 5/2/25 5/2/25 5/2/25 5/2/25 5/2/25 5/2/25 5/12/25 5/	Location 2558 TURTLE WAY, 73130 2553 TURTLE WAY, 73130 9724 SONATA CT, Midwest City, OK, 73130 2906 TREIGHT CREEK LN, 73110 2908 TREIGHT CREEK LN, 73110 2910 TREIGHT CREEK LN, 73110 7 Const Mechanical Permit Location 2891 TREIGHT CREEK LN, 73110 2893 TREIGHT CREEK LN, 73110	Lisa Lisa Lisa LUIS REYES JUSTIN SEATON JUSTIN SEATON JUSTIN SEATON Applicant Alphonse Carollo Alphonse Carollo	B-25-1246 B-25-1247 B-25-1393 B-25-1417 B-25-1418 B-25-1419 <u>Case #</u> B-25-1061 B-25-1060	<u>Value</u> \$12,000.00 \$0.00 \$12,000.00
Issued 5/15/25 5/15/25 5/27/25 5/29/25 5/29/25 5/29/25 Res New Issued 5/2/25	Location 2558 TURTLE WAY, 73130 2553 TURTLE WAY, 73130 9724 SONATA CT, Midwest City, OK, 73130 2906 TREIGHT CREEK LN, 73110 2908 TREIGHT CREEK LN, 73110 2910 TREIGHT CREEK LN, 73110 **Const Mechanical Permit* Location 2891 TREIGHT CREEK LN, 73110 2893 TREIGHT CREEK LN, 73110 10730 PAINTED TURTLE WAY, Midwest City, OK, 73130	Lisa Lisa LUIS REYES JUSTIN SEATON JUSTIN SEATON JUSTIN SEATON Applicant Alphonse Carollo	B-25-1246 B-25-1247 B-25-1393 B-25-1417 B-25-1418 B-25-1419	<u>Value</u> \$12,000.00 \$0.00 \$12,000.0 0
<u>Issued</u> 5/15/25 5/15/25 5/27/25 5/29/25 5/29/25 Res New <u>Issued</u> 5/2/25 5/2/25 5/2/25 5/2/25 5/2/25 5/2/25 5/2/25 5/2/25 5/2/25 5/2/25 5/2/25 5/2/25 5/12/25 5/	Location 2558 TURTLE WAY, 73130 2553 TURTLE WAY, 73130 9724 SONATA CT, Midwest City, OK, 73130 2906 TREIGHT CREEK LN, 73110 2908 TREIGHT CREEK LN, 73110 2910 TREIGHT CREEK LN, 73110 **Const Mechanical Permit* Location 2891 TREIGHT CREEK LN, 73110 2893 TREIGHT CREEK LN, 73110 10730 PAINTED TURTLE WAY,	Lisa Lisa Lisa LUIS REYES JUSTIN SEATON JUSTIN SEATON JUSTIN SEATON Applicant Alphonse Carollo Alphonse Carollo	B-25-1246 B-25-1247 B-25-1393 B-25-1417 B-25-1418 B-25-1419 <u>Case #</u> B-25-1061 B-25-1060	<u>Value</u> \$12,000.00 \$0.00 \$12,000.00
Issued 5/15/25 5/15/25 5/29/25 5/29/25 S/29/25 S/29/25 S/2/25 5/2/25 5/2/25 5/7/25 S/15/25 S/7/25 S/15/25	Location 2558 TURTLE WAY, 73130 2553 TURTLE WAY, 73130 9724 SONATA CT, Midwest City, OK, 73130 2906 TREIGHT CREEK LN, 73110 2908 TREIGHT CREEK LN, 73110 2910 TREIGHT CREEK LN, 73110 **Const Mechanical Permit* Location 2891 TREIGHT CREEK LN, 73110 2893 TREIGHT CREEK LN, 73110 10730 PAINTED TURTLE WAY, Midwest City, OK, 73130	Lisa Lisa LUIS REYES JUSTIN SEATON JUSTIN SEATON JUSTIN SEATON Applicant Alphonse Carollo Alphonse Carollo Justin Dirks	B-25-1246 B-25-1247 B-25-1393 B-25-1417 B-25-1418 B-25-1419 Case # B-25-1061 B-25-1060 B-25-1123	<u>Value</u> \$12,000.00 \$0.00 \$12,000.00
Issued 5/15/25 5/15/25 5/27/25 5/29/25 5/29/25 5/29/25 Res New Issued 5/2/25 5/2/25 5/7/25	Location 2558 TURTLE WAY, 73130 2553 TURTLE WAY, 73130 9724 SONATA CT, Midwest City, OK, 73130 2906 TREIGHT CREEK LN, 73110 2908 TREIGHT CREEK LN, 73110 2910 TREIGHT CREEK LN, 73110 **Const Mechanical Permit** Location 2891 TREIGHT CREEK LN, 73110 2893 TREIGHT CREEK LN, 73110 10730 PAINTED TURTLE WAY, Midwest City, OK, 73130 9077 NE 13TH ST, 17, MWC 73130	Lisa Lisa LUIS REYES JUSTIN SEATON JUSTIN SEATON JUSTIN SEATON Applicant Alphonse Carollo Alphonse Carollo Justin Dirks Jermaine Simpson	B-25-1246 B-25-1247 B-25-1393 B-25-1417 B-25-1418 B-25-1419 Case # B-25-1061 B-25-1060 B-25-1123 B-25-1150	<u>Value</u> \$12,000.00 \$0.00 \$12,000.00
Issued 5/15/25 5/15/25 5/27/25 5/29/25 5/29/25 5/29/25 Res New Issued 5/2/25 5/2/25 5/7/25 5/7/25	Location 2558 TURTLE WAY, 73130 2553 TURTLE WAY, 73130 9724 SONATA CT, Midwest City, OK, 73130 2906 TREIGHT CREEK LN, 73110 2908 TREIGHT CREEK LN, 73110 2910 TREIGHT CREEK LN, 73110 **Const Mechanical Permit** Location 2891 TREIGHT CREEK LN, 73110 2893 TREIGHT CREEK LN, 73110 10730 PAINTED TURTLE WAY, Midwest City, OK, 73130 9077 NE 13TH ST, 17, MWC 73130 9077 NE 13TH ST, 18, 73130	Lisa Lisa LUIS REYES JUSTIN SEATON JUSTIN SEATON JUSTIN SEATON Applicant Alphonse Carollo Alphonse Carollo Justin Dirks Jermaine Simpson Jermaine Simpson	B-25-1246 B-25-1247 B-25-1393 B-25-1417 B-25-1418 B-25-1419 Case # B-25-1061 B-25-1060 B-25-1123 B-25-1150 B-25-1151	<u>Value</u> \$12,000.00 \$0.00 \$12,000.0 0

Res New Const Plumbing Permit

5/12/25

5/14/25 5/14/25

5/19/25

5/19/25

MIDWEST CITY, OK, 0

10733 PAINTED TURTLE WAY,

2897 TREIGHT CREEK LN, 73110

2899 TREIGHT CREEK LN, 73110

2901 TREIGHT CREEK LN, 73110

MIDWEST CITY, OK, 73130 2895 TREIGHT CREEK LN, 73110

<u>Issued</u>	Location	Applicant	<u>Case #</u>	<u>Value</u>
5/12/25	2553 TURTLE WAY, Midwest City, OK,	Meegan Holman	B-25-1202	
3/12/23	73130	Weegan Holman	D-20-1202	

Justin Dirks

Alphonse Carollo

Alphonse Carollo

Alphonse Carollo

Alphonse Carollo

B-25-1167

B-25-1063

B-25-1080

B-25-1081

B-25-1262

5/12/25	2711 TURTLE WAY, Midwest City, OK,	Meegan Holman	B-25-1203	
	73130	-	D 05 4000	
5/14/25	13205 RED OAK DR, Midwest City	Barbara Brown	B-25-1229	40.00
5/20/25	2899 TREIGHT CREEK LN, 73110	Colter R Nolan	B-25-1302	\$0.00
5/20/25	2901 TREIGHT CREEK LN, 73110	Colter R Nolan	B-25-1303	\$0.00
5/21/25	10907 GREEN TURTLE CIR, Midwest City, OK, 73130	Meegan Holman	B-25-1310	
5/21/25	2549 TURTLE WAY, Midwest City, OK, 73130	Meegan Holman	B-25-1311	
5/21/25	2708 SNAPPER LN, Midwest City	Meegan Holman	B-25-1316	
5/28/25	3413 WOODVALE DR, Midwest City, OK, 73110	Daniel Chesnut	B-25-1407	\$0.00
5/30/25	2911 TREIGHT CREEK LN, 73110	Tisha Spencer	B-25-1429	
5/30/25	2913 TREIGHT CREEK LN, 73110	Tisha Spencer	B-25-1430	
Dec Detic	o Cover Permit			\$0.0
Issued	Location	Applicant		<u>Value</u>
5/15/25	108 GILL DR, Midwest City, OK, 73110	Roger Ring	B-25-1186	\$0.00
				\$0.0
Res Roof	ing Permit			
<u>Issued</u>	Location	<u>Applicant</u>	Case #	<u>Value</u>
5/2/25	7605 NE 10TH ST, 73110	Brian Mashburn	B-25-1115	\$0.00
5/2/25	2901 WOODCREEK, Midwest City, OK, 73110	Steve Ellis	B-25-1118	\$6,500.00
5/5/25	953 BROWN DR, Midwest City, OK, 73110	Parker Brothers Construction and Roofing inc.	B-25-1120	\$11,000.00
5/5/25	9692 GRISSOM DR, Midwest City, OK, 73130	Silken Turner	B-25-1126	\$23,147.00
5/8/25	10300 SE 23RD ST, 73130	TRADEMARK EXTERIORS RESTORATION LLC	B-25-1074	\$23,000.00
5/8/25	3404 PLEASANT DR, 73110	DON BLACK ROOFING & CONST	B-25-1165	\$8,000.00
5/12/25	10300 SE 23RD ST, Midwest City, OK, 73130	Silken Turner	B-25-1160	\$30,500.00
5/12/25	11413 LESLIE BEACHLER LN, Midwest City, OK, 73130	Silken Turner	B-25-1166	\$23,539.00
5/13/25	609 BRADLEY CIR, Midwest City, OK, 73110	Doug Urie	B-25-1207	\$6,500.00
5/13/25	2605 ROBIN RD, Midwest City, OK, 73110	Trent Anderson	B-25-1209	\$20,800.00
5/14/25	1105 SYCAMORE DR, 73110	Hicks Roofing and construction	B-25-1219	\$7,400.00
5/15/25	1112 N Redbud Dr Midwest City	Dakota Stormont	B-25-1220	\$15,000.00
5/15/25	1112 N Redbud Dr Midwest City	ADVANCED ENERGY & INSULATION	B-25-1220	\$15,000.00
5/15/25	1424 EVERGREEN CIR, Midwest City, OK, 73110	Parker Brothers Construction and Roofing inc.	B-25-1250	\$14,000.00
5/15/25	3502 WOODVALE DR, Midwest City, OK, 73110	Parker Brothers Construction and Roofing inc.	B-25-1251	\$19,800.00
5/20/25	729 GREENWOOD DR, 73110	Ryan Carmichael	B-25-1297	\$11,800.00
	201 SHELBY LN, Midwest City, OK, 73130	Von Kendrick	B-25-1244	\$63,500.00
5/20/25	73130			#0.400.00
5/20/25 5/20/25		Jerry Rushina	B-25-1301	\$8,400.00
5/20/25	1416 E LOCKHEED CT, 73110 232 W PRATT DR, Midwest City, OK,	Jerry Rushing MHM Construction	B-25-1301 B-25-1295	
5/20/25 5/20/25	1416 E LOCKHEED CT, 73110 232 W PRATT DR, Midwest City, OK, 73110	MHM Construction	B-25-1295	\$11,958.00
5/20/25 5/20/25 5/20/25 5/20/25 5/20/25	1416 E LOCKHEED CT, 73110 232 W PRATT DR, Midwest City, OK,			\$8,400.00 \$11,958.00 \$34,000.00 \$15,000.00

5/23/25	12604 W GLEN CT, Midwest City, OK, 73020	CANTRELL EXTERIOR FINISHES LLC	B-25-1348	\$12,000.00
5/23/25	801 STAHL DR, Midwest City, OK, 73110	Paul Little	B-25-1350	\$15,000.00
5/28/25	1308 ALAN LN, Midwest City, OK, 73130	Nam Tran	B-25-1399	\$11,800.00
5/28/25	137 W GLENHAVEN DR, Midwest City,	Heintzelman Construction &	B-25-1400	\$0.00
5/28/25	OK, 73110 9412 RHYTHM RD, Midwest City, OK, 73130	Roofing, LLC HEINTZELMAN CONSTRUCTION & ROOFING, LLC	B-25-1401	\$12,900.00
5/29/25	700 N MIDWEST BLVD, Midwest City, OK, 73110	Parker Brothers Construction and Roofing inc.	B-25-1425	\$9,127.00
5/29/25	9716 BETH DR, Midwest City, OK, 73130	Parker Brothers Construction and Roofing inc.	B-25-1426	\$13,411.00
5/29/25	10616 QUAIL RUN, Midwest City, OK, 73130	Parker Brothers Construction and Roofing inc.	B-25-1428	\$28,834.00
5/29/25	10533 PEACOCK CIR, Midwest City, OK, 73130	Parker Brothers Construction and Roofing inc.	B-25-1427	\$27,515.00
				\$524,431.00
Res Sing	le-Fam Addition Bldg Permit			
<u>Issued</u> 5/23/25	<u>Location</u> 3309 PLEASANT DR, MIDWEST CITY, OK. 73110	Applicant Eric Matthew Reece (MATT)	<u>Case #</u> B-25-1231	<u>Value</u> \$130,000.00
	,			\$130,000.00
Res Sing	le-Fam New Const Bldg Permit			
<u>Issued</u> 5/5/25	<u>Location</u> 11871 E RENO AVE, MIDWEST CITY, OK	<u>Applicant</u> Frank Hawes	<u>Case #</u> B-24-1905	<u>Value</u> \$3,500,000.00
5/8/25	308 HUDSON PL, Midwest City, OK, 73110	melvin haynes	B-25-0901	\$200,000.00
5/12/25	9600 SE 4TH ST, Midwest City, OK, 73130	Brandon Leniger	B-25-0770	\$250,000.00
5/21/25	9010 NE 19TH ST, Midwest City, OK, 73141	Christopher Sullivan	B-25-0674	\$50,000.00
5/22/25	512 E Ercoupe Dr., Midwest City, Oklahoma 73110	MEB GROUP	B-25-0831	\$157,000.00
				\$4,157,000.00
Res Sing	le-Fam Remodel Building Permit			
<u>Issued</u> 5/13/25	Location 9624 NE 4TH ST, Midwest City, OK,	<u>Applicant</u> Gregory Pinkney	<u>Case #</u> B-25-1140	<u>Value</u> \$80,000.00
5/19/25	73130 1317 MCDONALD DR, Midwest City,	SUSANA RAMOS	B-25-1144	\$65,000.00
5/21/25	OK, 73130 1208 JET DR, 73110	Emmanuel Estrada	B-25-1257	\$25,000.00
5/21/25	3909 ROSEWOOD DR, 73110	Emmanuel Estrada	B-25-1154	\$35,000.00
5/29/25	709 SAINT PAUL AVE, 73130	Lloyd Gildon	B-25-1313	\$90,000.00
D	.			\$295,000.00
Res Sola		Applicant	Cooo #	Volue
<u>Issued</u> 5/1/25	Location 812 GREENWOOD DR, Midwest City, OK, 73110	Applicant Anthony Duplantis, GREEN LIGHT SOLAR	<u>Case #</u> B-25-0820	<u>Value</u> \$18,043.00
5/1/25	10707 NE 5TH ST, Midwest City, OK, 73130	Anthony Duplantis	B-25-0709	\$99,612.77
5/6/25	310 SHOWALTER DR, Midwest City, OK, 73110	Wilburn White	B-25-0861	\$35,184.74

				\$364.862.64
	73110			
5/9/25	205 DAVIS CIR, Midwest City, OK,	Wilburn White	B-25-0878	\$41,902.87
5/9/25	912 W RULANE DR, Midwest City, OK, 73110	Wilburn White	B-25-1107	\$34,649.64
5/9/25	111 LONDON LN, Midwest City, OK, 73110	Wilburn White	B-25-0891	\$34,969.62
5/8/25	3500 N IDYLWILD DR, Midwest City, OK. 73110	AGUAYO, JESUS	B-25-0877	\$25,427.00
5/8/25	3500 N IDYLWILD DR, Midwest City, OK. 73110	Blake Gareenstroom	B-25-0877	\$25,427.00
5/8/25	403 W RICKENBACKER DR, Midwest City, OK, 73110	Blake Gareenstroom, BRIGHTSUN SOLAR	B-25-0836	\$49,646.00

Res Storm Shelter Permit

Issued	<u>Location</u>	<u>Applicant</u>	Case #	<u>Value</u>
5/1/25	1017 MORAINE AVE, Midwest City,	Temur Ablay	B-25-1084	\$3,550.00
	OK, 73130			
5/1/25	423 W ERCOUPE DR, 73110	Renay Reed	B-25-1104	\$4,395.00
5/6/25	10400 SE 25TH ST, 73130	Misty Stirman	B-25-1091	\$3,999.00
5/6/25	415 HIGHLAND RD, Midwest City, OK,	Kevin Henderson	B-25-1076	\$4,475.00
	73110			
5/8/25	1986 TOWNSEND CT, 73130	PLUNKETT, LINDA	B-25-1139	\$5,000.00
5/8/25	2582 SHADY HOLLOW, 73020	Misty Stirman	B-25-1119	\$3,999.00
5/20/25	2125 MILL CREEK WAY, 73020	Renay Reed	B-25-1204	\$4,695.00
5/27/25	3217 BELLA VISTA, 73110	JOHN ALLRED	B-25-1265	\$4,800.00

\$34,913.00

zzRes House Moving (In) Permit

	3()			
Issued	<u>Location</u>	<u>Applicant</u>	Case #	<u>Value</u>
5/15/25	10301 SE 29TH ST, 621, 73130	BENNETT TRUCK	B-25-1225	\$70,000.00
		TRANSPORT		

\$70,000.00

Grand Total: \$11,222,735.78

Report Printed: 6/2/2025 3:04:59PM Page 10 of 10



100 N Midwest Boulevard - Midwest City, OK 73110

Inspections Summary - Inspected 5/1/2025 to 5/31/2025

Inspection Description	<u>Count</u>
Accessory Bldg Inspection	4
Building/Electrical General Inspection	7
Buildings - CO Inspection & Sign Off	4
Com Building Final Inspection	4
Com Driveway Inspection	2
Com Duct Smoke Detector Retest/Reinspection (Building)	1
Com Duct Smoke Detector Retest/Reinspection (Fire Marsh	1
Com Duct Smoke Detector Test/Inspection (Building)	1
Com Duct Smoke Detector Test/Inspection (Fire Marshal)	1
Com Electrical Ceiling Reinspection	1
Com Electrical Final Inspection	9
Com Electrical Final Reinspection	2
Com Electrical Ground Inspection	2
Com Electrical Service Inspection	1
Com Electrical Wall Inspection	1
Com Fire Alarm Final Inspection	3
Com Fire Alarm Rough Inspection	1
Com Fire Sprinkler Final Inspection	3
Com Footing & Building Setback Inspection	4
Com Framing Inspection	2
Com Gas Meter Inspection	1
Com Gas Piping Inspection	1
Com Hood Suppression Inspection	1
Com Mechanical Ceiling Reinspection	1
Com Mechanical Final Inspection	3
Com Mechanical Final Reinspection	2
Com Mechanical Rough-in Inspection	1
Com Miscellaneous Plumbing Inspection	1
Com Plumbing Final Inspection	4
Com Plumbing Ground Inspection	2
Com Plumbing Rough-in Inspection	4
Com Plumbing Rough-in Reinspection	1
Com Sewer Service Inspection	1
Com Vent Hood Final Inspection (Building)	1
- · · · · · · · · · · · · · · · · · · ·	
Commercial Meter Tap Inspection Electrical Generator Inspection	1 2
·	3
Engineering Site Inspection (Residential)	3 1
Engineering Site Inspection 1-2 (Commercial)	
Engineering Site Reinspection (Commercial)	1
Fire - CO Inspection & Sign Off	8
Fire - CO Reinspection & Sign Off	1
Fire Marshal General Inspection	1
General Inspection	2
Hot Water Tank Inspection	19
Hot Water Tank Reinspection	8

Mechanical Change Out Inspection	12
Mechanical Change Out Reinspection	6
Planning - CO Inspection & Sign Off	12
Plumbing/Mechanical General Inspection	2
Pre-Con Site Inspection/Meeting	11
Res Building Final Inspection	6
Res Drainage1 Inspection	2
Res Drainage2 Inspection	2
Res Drainage3 Reinspection	1
Res Drainage5 Inspection	1
Res Driveway Inspection	8
Res Electrical Final Inspection	6
Res Electrical Final Reinspection	4
Res Electrical Rough-in Inspection	15
Res Electrical Rough-in Reinspection	12
Res Electrical Service Inspection	23
Res Electrical Service Reinspection	6
Res Fence Inspection	2
Res Footing & Building Setback Inspection	16
Res Framing Inspection	11
Res Framing Reinspection	2
Res Gas Meter Inspection	2
Res Gas Meter Reinspection	1
•	11
Res Gas Piping Inspection	5
Res Gas Piping Reinspection	_
Res Insulation Inspection	8
Res Mechanical Final Inspection	3 2
Res Mechanical Final Reinspection	_
Res Mechanical Rough-in Inspection	16
Res Mechanical Rough-in Reinspection	3
Res Plumbing Final Inspection	3
Res Plumbing Final Reinspection	3
Res Plumbing Ground Inspection	9
Res Plumbing Ground Reinspection	1
Res Plumbing Rough-in Inspection	20
Res Plumbing Rough-in Reinspection	3
Res Roofing Inspection	6
Res Roofing Reinspection	1
Res Sewer Service Inspection	20
Res Sewer Service Reinspection	3
Res Solar Final Inspection	6
Res Solar Final Reinspection	1
Res Storm Shelter Inspection	8
Res Temporary Electrical Pole Inspection	5
Res Termite Inspection	4
Res Water Service Line Inspection	17
Res Water Service Line Reinspection	1
Residential Meter Tap Inspection	4
Sewer Cap Inspection	1
Sign Inspection	1
Stormwater Site Inspection (Residential)	1
Stormwater Site Inspection 5 (Commercial)	1
Utilities - CO Inspection & Sign Off	7
Utilities - CO Reinspection & Sign Off	2
Utilities Site Inspection (Residential)	3
Utilities Site Reinspection (Residential)	2

Total Number of Inspections:

469

Report Printed: 6/2/2025 3:06:23PM Page 3 of 3

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

DATE May 6, 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 May 6, 2025 at 5:00 p.m., with the following members present:

> Commissioners present: Jess Huskey

Dean Hinton Jim Smith Jay Dee Collins Rick Rice

Rick Dawkins (entered late)

Commissioners absent: Russell Smith

Staff present: Matthew Summers, Planning and Zoning Director

Emily Richey, Current Planning Manager

Julie Shannon, Planner III Patrick Menefee, City Engineer Don Maisch, City Attorney

A. CALL TO ORDER

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

B. MINUTES

1. A motion was made by Rice seconded by Smith, to approve the minutes of the April 1, 2025 Planning Commission meeting as presented.

Voting aye: Huskey, Hinton, J. Smith, Collins, and Rice

Nay: none. Motion carried.

C. NEW MATTERS

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

The applicant, Ryan Spangler of Oklahoma City was present and addressed the Commission.

A motion was made by Rice, seconded by J. Smith to recommend approval of this item. Voting aye: Huskey, Hinton, J. Smith, Collins, and Rice.

Nay: None. Motion Carried.

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

The applicant, Chris Evans representing O'Reilly Auto Parts was present and addressed the Commission. A neighbor, John Cauffiel of Midwest City, also spoke about how contentious O'Reilly had been.

A motion was made by Rice, seconded by Collins to recommend <u>approval</u> of this item. Voting aye Huskey, Hinton, J. Smith, Collins, Rice and Dawkins.

Nay: None. Motion Carried.

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

Matt Summers, Community Development Director, explained the need for the change. There was general discussion amongst the Commission.

A motion was made by J. Smith, seconded by Dawkins 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:
- F. FURTHER INFORMATION:
- **G. ADJOURNMENT:**

A motion to adjourn was made by Collins, Seconded by J. Smith. Voting aye: Huskey, Hinton, J. Smith, Collins, Rice and Dawkins.

Nay: None. Motion Carried.

The meeting adjourned at 5:20 p.m.

Chairman Russell Smith



Finance Department

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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director/ City Treasurer

DATE: June 24, 2025

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

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

G.O. Debt Services (350) decreased due to the following activities:

Series 2019A interest payment	<\$217,500>
Series 2019A principal payment	<\$725,000>
Series 2020A interest payment	<\$66,344>
Series 2020A principal payment	<\$275,000>
Series 2021A interest payment	<\$86,200>
Series 2021A principal payment	<\$375,000>

MWC Hospital Authority (425) activities for May:

Compounded Principal (9010) - unrealized gain on investment	\$3,681,071
Discretionary (9050) - unrealized gain on investment	\$1,947,719

Tiatia Cromar

Tiatia Cromar

Finance Director/ City Treasurer

City of Midwest City Financial Summary by Fund for Period Ending May, 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	10,737,826	(10,440)	10,602,218	3,234,828	(3,109,660)	125,168	10,727,386
10	GENERAL	14,899,407	(152,564)	14,564,397	41,586,089	(41,403,643)	182,446	14,746,843
13	STREET AND ALLEY FUND	2,091,619	-	1,905,991	567,246	(381,618)	185,628	2,091,619
14	TECHNOLOGY FUND	805,160	-	702,378	261,959	(159,176)	102,782	805,160
15	STREET LIGHT FEE	716,737	-	926,093	573,032	(782,388)	(209,357)	716,737
16	REIMBURSED PROJECTS	847,647	(1,600)	1,830,255	585,472	(1,569,680)	(984,208)	846,047
20	MWC POLICE DEPARTMENT	16,140,825	(4,092)	15,755,687	18,383,576	(18,002,530)	381,046	16,136,733
21	POLICE CAPITALIZATION	2,357,068	-	2,042,168	1,974,174	(1,659,275)	314,899	2,357,068
25	JUVENILE FUND	123,323	-	107,039	58,303	(42,019)	16,284	123,323
30	POLICE STATE SEIZURES	86,051	-	122,201	16,947	(53,096)	(36,150)	86,051
31	SPECIAL POLICE PROJECTS	92,294	-	79,275	19,768	(6,748)	13,020	92,294
35	EMPLOYEE ACTIVITY FUND	17,487	-	11,482	23,036	(17,031)	6,005	17,487
36	JAIL	315,633	-	239,506	110,911	(34,784)	76,127	315,633
37	POLICE IMPOUND FEE	153,678	-	142,752	37,873	(26,946)	10,927	153,678
40	MWC FIRE DEPARTMENT	10,448,001	(4)	10,248,563	13,992,902	(13,793,468)	199,434	10,447,997
41	FIRE CAPITALIZATION	3,176,689	-	2,805,222	754,164	(382,696)	371,467	3,176,689
45	MWC WELCOME CENTER	655,723	-	610,847	213,381	(168,505)	44,876	655,723
46	CONV / VISITORS BUREAU	889,866	-	727,189	386,364	(223,687)	162,677	889,866
60	CAPITAL DRAINAGE IMP	280,690	-	458,571	447,029	(624,911)	(177,882)	280,690
61	STORM WATER QUALITY	1,592,388	-	1,664,376	863,302	(935,290)	(71,988)	1,592,388
65	STREET TAX FUND	2,635,253	-	2,497,454	632,477	(494,678)	137,800	2,635,253
70	EMERGENCY OPER FUND	1,880,912	-	1,632,454	977,897	(729,439)	248,458	1,880,912
75	PUBLIC WORKS ADMIN	1,202,393	-	1,178,989	1,345,372	(1,321,969)	23,403	1,202,393
80	INTERSERVICE FUND	566,650	-	499,625	3,296,728	(3,229,703)	67,026	566,650
81	SURPLUS PROPERTY	820,690	(616,611)	173,682	70,089	(39,693)	30,397	204,079
115	ACTIVITY FUND	476,873	(7,106)	533,225	218,917	(282,376)	(63,459)	469,766
123	PARK & RECREATION	3,554,863	(12,764)	2,355,834	1,666,881	(480,616)	1,186,265	3,542,099
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	599,468	(599,468)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	281,226	-	173,118	198,426	(90,318)	108,108	281,226
143	GRANT FUNDS	87,519	(27,519)	67,094	2,210,232	(2,217,326)	(7,094)	60,000
157	CAPITAL IMPROVEMENTS	9,438,063	(192,594)	5,911,177	4,803,326	(1,469,034)	3,334,292	9,245,469
172	CAP. WATER IMP-WALKER	1,574,399		2,826,592	683,152	(1,935,345)	(1,252,193)	1,574,399
178	CONST LOAN PAYMENT REV	5,839,323	-	5,028,768	1,384,569	(574,013)	810,556	5,839,323
184	SEWER BACKUP FUND	157,080	-	78,534	79,036	(490)	78,546	157,080
186	SEWER CONSTRUCTION	4,613,372	(6,489)	3,068,800	1,792,170	(254,087)	1,538,083	4,606,883

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

Fund Number	Fund Description	Assets	Liabilities	6/30/2024 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
187	UTILITY SERVICES	1,511,469	(924)	1,170,665	1,419,529	(1,079,649)	339,880	1,510,545
188	CAP. SEWER IMPSTROTH	2,623,959	-	2,160,141	886,653	(422,836)	463,818	2,623,959
189	UTILITIES CAPITAL OUTLAY	3,410,072	(110,126)	2,988,498	311,449	-	311,449	3,299,947
190	MWC SANITATION DEPARTMENT	8,424,757	-	7,561,319	8,698,359	(7,834,921)	863,438	8,424,757
191	MWC WATER DEPARTMENT	9,767,675	(3,201,416)	5,002,695	10,628,691	(9,065,127)	1,563,564	6,566,259
192	MWC SEWER DEPARTMENT	7,411,419	(1,181)	6,036,177	9,706,299	(8,332,238)	1,374,061	7,410,238
193	MWC UTILITIES AUTHORITY	1,379,268	-	1,342,942	36,749	(422)	36,327	1,379,268
194	DOWNTOWN REDEVELOPMENT	380,196	(1,172)	505,281	13,317	(139,573)	(126,256)	379,025
195	HOTEL/CONFERENCE CENTER	634,424	(1,304,654)	(410,137)	4,019,391	(4,279,483)	(260,092)	(670,230)
196	HOTEL 4% FF&E	909,346		868,516	140,705	(99,875)	40,830	909,346
197	JOHN CONRAD REGIONAL GOLF	1,638,346	(10,598)	1,219,818	1,837,725	(1,429,796)	407,929	1,627,747
201	URBAN RENEWAL AUTHORITY	2,529,899		163,889	9,307,705	(6,941,695)	2,366,010	2,529,899
202	RISK MANAGEMENT	1,559,362	(37)	1,572,367	1,514,612	(1,527,653)	(13,041)	1,559,326
204	WORKERS COMP	3,610,441		3,410,296	995,082	(794,937)	200,145	3,610,441
220	ANIMALS BEST FRIEND	140,836	(2,000)	129,659	115,556	(106,379)	9,177	138,836
225	HOTEL MOTEL FUND				640,543	(640,543)		
230	CUSTOMER DEPOSITS	1,527,735	(1,527,735)	-	51,193	(51,193)	-	-
235	MUNICIPAL COURT	94,087	(94,087)		3,134	(3,134)		
240	L & H BENEFITS	2,871,839	(49,089)	2,346,380	10,725,162	(10,248,792)	476,370	2,822,751
250	CAPITAL IMP REV BOND	1,527,083	(28,148,904)	(27,223,481)	10,958,308	(10,356,649)	601,659	(26,621,822)
269	2002 G.O. STREET BOND	-	-	47,057	1,005	(48,062)	(47,057)	-
270	2018 ELECTION G.O. BOND	2,032,452	(67,621)	5,405,521	223,420	(3,664,109)	(3,440,689)	1,964,832
271	2018 G.O. BONDS PROPRIETARY	315,325	-	309,618	12,859	(7,153)	5,707	315,325
272	2022 ISSUE G.O. BOND	904,384		1,034,513	30,928	(161,057)	(130,130)	904,384
310	DISASTER RELIEF	8,329,599	(231,590)	7,900,727	376,897	(179,615)	197,282	8,098,009
340	REVENUE BOND SINKING FUND				2,325,281	(2,325,281)		
350	G. O. DEBT SERVICES	2,810,714	(14,576)	2,881,644	3,998,896	(4,084,401)	(85,506)	2,796,138
352	SOONER ROSE TIF	2,058,952	-	1,509,975	902,650	(353,673)	548,977	2,058,952
353	ECONOMIC DEV AUTHORITY	59,794,127	(50,547,213)	9,405,167	1,803,299	(1,961,552)	(158,253)	9,246,914
354	NORTHSIDE TIF	20,344	(267,076)	9,651	8,693	(265,076)	(256,383)	(246,732)
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	112,104,272	(4,135)	113,031,620	6,996,155	(7,927,634)	(931,478)	112,100,141
425-9050	MWC HOSP AUTH-DISCRETIONARY	21,793,994	(1,090)	29,569,417	5,162,006	(12,938,520)	(7,776,515)	21,792,902
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	11,429,023	(35,066)	10,652,130	1,027,680	(285,852)	741,828	11,393,958
425-9080	MWC HOSP AUTH GRANTS	587,938	-	180,068	566,426	(158,555)	407,871	587,939
425-9090	MWC HOSP AUTH OPIOID SETTLEMENT	1,407,904	(4,325)	-	1,403,662	(83)	1,403,579	1,403,579
	TOTAL	375,103,999	(86,656,397)	282,359,715	200,899,114	(194,811,222)	6,087,892	288,447,606



MUNICIPAL AUTHORITY AGENDA



MUNICIPAL AUTHORITY AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard June 24, 2025 – 6:01 PM

Presiding members: Chairman Matthew Dukes City Staff:

Trustee Susan Eads Trustee Marc Thompson General Manager Tim Lyon Trustee Pat Byrne Trustee Sara Bana Secretary Sara Hancock

Trustee Rita Maxwell Trustee Rick Favors Authority Attorney Don Maisch

A. CALL TO ORDER.

- B. <u>CONSENT AGENDA</u>. 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 May 27, 2025 meeting. (Secretary S. Hancock)
 - Discussion, consideration and possible action to approve the meeting minutes of June 10, 2025. (Secretary - S. Hancock)
 - 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. (Finance T. Cromar)
 - 4. Discussion, consideration, and possible action of renewing a contract for FY 2025/2026 with Republic Services of Oklahoma. (Public Works R. Streets)
 - 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. (Public Works R. Streets)
- C. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statue Title 25 Section 311. Public bodies Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.

D. ADJOURNMENT.



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

May 27, 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 8:10 PM with the following member present:

Trustee Susan Eads Trustee Marc Thompson General Manager Tim Lyon Trustee Pat Byrne Trustee Sara Bana Secretary Sara Hancock

Trustee Rick Favors Authority Attorney Don Maisch

Absent: Trustee Rita Maxwell

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

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

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

ADJOURNMENT.

SARA HANCOCK, Secretary

There	being no	further	business,	Chairman I	Dukes ad	10urned 1	the meeting	at a	8:11	PM	Ĺ.

ATTEST:	
	 MATTHEW D DUKES II, Chairman

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 10, 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 6:06 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 on a resolution of the Midwest City Municipal Authority approving its budget for Fiscal Year 2025-2026 in the amount of \$57,438,154 and establishing budget amendment and budget supplement authority.

Eads made a motion to approve Resolution MA2025-03, seconded by Maxwell. 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 6:07	PM.
--	-----

ATTEST:	
	MATTHEW D. DUKES II, Chairman
SARA HANCOCK, Secretary	



Finance Department

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

TO: Honorable Chairman and Trustees

Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: June 24, 2025

SUBJECT: Discussion, consideration and possible action of approving supplemental budget

adjustments to the following fund for FY 2024-2025, increase: Wasterwater 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.

The first supplement is needed to budget the additional costs for a new tractor for the spreader. The second supplement is needed to increase budget for transfers in from Customer Deposits due to revenues exceeding projections for fiscal year 2024-2025. The third supplement is needed to increase the increase budget interest revenue and transfer out in Customer Deposits due to revenues exceeding projections for fiscal year 2024-2025.

<u>Tiatia Cromar</u>

Tiatia Cromar Finance Director

SUPPLEMENTS

June 24, 2025

Fund WASTEWATER (192)			BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated	Estimated Revenue		propriations	
<u>Dept Number</u>	Department Name	<u>Increase</u>	Decrease	Increase	<u>Decrease</u>	
43	Sewer Department			112,239		
		0	0	112,239	0	
Explanation: To budget for the additional	al costs for a new tractor for the sp	reader. Funding to o	come from fund	balance.		

Fund MWC WATER DEPARTMENT (191)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Ap	propriations
Dept Number	Department Name	<u>Increase</u>	<u>Decrease</u>	Increase	<u>Decrease</u>
00	Transfer In	11,281			
		11,281	0	0	0

Explanation:

To increase budget for transfers in due to Customer Deposits Investment Interest revenue exceeding projection for fiscal year 2024-2025

Fund CUSTOMER DEPOSITS (230)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	<u>Increase</u>	<u>Decrease</u>
00	Invensment Interest	11,281			
00	Transfer Out			11,281	
		11,281	0	11,281	(

Explanation:
To increase budget for interest revenue & transfers out to Water Fund due to revenues exceeding projection for fiscal year 2024-2025.



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: June 24, 2025

Subject: Discussion, consideration, and possible action of renewing a contract for FY 2025/2026 with

Republic Services of Oklahoma.

Public Works has several contracts that are renewed annually. The following contract is being renewed for FY 2025/2026:

 Republic Services of Oklahoma has agreed to renew the commercial sanitation service of rolloffs and compactors contract as outlined in the contract.

Funds were budgeted and are available in Fund 190.

Approval is at the discretion of the Authority.

Respectfully,

R. Paul Streets Public Works Director

Attachment

THIRD AMENDMENT TO AGREEMENT FOR COMMERCIAL SANITATION SERVICE ROLL OFFS & COMPACTORS BETWEEN REPUBLIC SERVICES OF OKLAHOMA AND THE MIDWEST CITY MUNICIPAL AUTHORITY

Pursuant to the Agreement between Republic Services of Oklahoma and the Midwest City Municipal Authority, the following amendment is hereby agreed to between the parties:

The following is a new paragraph to be added to the Agreement between the parties:

The term for this Agreement is for one year, commencing on July 1, 2025, and ending on June 30, 2026.

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

Republic Services of Oklahoma:

Patrick Connell General Manager Date: Matt Dukes, II Chair

Sara Hancock, Secretary

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 Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: June 24, 2025

Subject: 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 General Manager ability to approve each task order up to the

amount of \$100,000.

In August of 2024, City staff published a Request for Qualification (RFQ) for three categories of agreement; Engineering, Survey, and Architecture. Overall, the City received qualification statements from 31 Engineering, 11 Survey, and 13 Architecture firms. On August 20, 2024, staff from Engineering, Public Works, and Planning met to discuss the qualification statements and selected 5 Engineering firms, a Survey, and an Architecture firm with whom to pursue on-call engineering agreements. On September 24, 2024, Council approved the on-call contracts with Johnson & Associates, LMRK, Meshek, Plummer, SRB, and TAP Architecture. Unknown to Public Works staff at the time, one of the selected engineering firms, Garver, LLC, had been left off of the list of firms to which on-call engineering agreements were offered and approved. The attached agreement remedies this error and adds Garver, LLC, as an on-call engineering firm.

Approval is at the discretion of the Authority.

Respectfully,

R. Paul Streets

R. Paul Streets

Public Works Director

Attachment

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as "Agreement") is entered into by and among The City of Midwest City, a municipal corporation; and the following Authorities, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority (hereinafter referred to as "Owner"), and Garver LLC, a limited liability company, (hereinafter referred to as "Service Provider") (Owner, 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, **Owner** is in need of the following professional services On-Call Professional Services - Engineering; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the Owner; and

WHEREAS, the Owner and the Service Provider have reached an agreement for the Service Provider to provide the Owner the requested professional services; and

WHEREAS, Owner hereby retains Service Provider to provide professional services as an independent contractor; and

WHEREAS, the Owner may contract with one or more Service Provider(s) for the above-referenced service. If the Owner has contracted with more than one Service Provider, the Service Provider shall be selected on a rotation basis; and

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

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

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the **Owner** retains the **Service Provider** as an independent contractor, to provide **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions, and deliverables (collectively referred to as "Deliverables") that meet all the purposes and functionality requested or described in this **Agreement**. The **Owner** 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 **Owner** 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 **Owner** and, upon approval of the invoice, the **Owner** will pay the invoice. Upon completion of each Project and provision to the **Owner** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Owner** 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 **Owner**. 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 **Owner** 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

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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" ("Schedule of Fees / Rate Card"),
 - Attachment "B" ("Service Provider's Team"),
 - Attachment "C" ("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 each task order for the Project. Each task order is hereby delegated to be approved by the City Manager / General Manager as appropriate.
- 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 Owner'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 Owner, is adequately trained, instructed, and managed so that Service Provider timely

PROFESSIONAL SERVICES AGREEMENT

between GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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 "B"** ("**Service Provider's Team**") without the prior written consent of the **Owner**.

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 **Owner**.

3. CONSIDERATION

- A. The **Owner** shall pay the **Service Provider** the compensation after completion of task orders based upon the rates as specified in **Attachment "A" ("Schedule of Fees / Rate Card").**
- B. The **Owner** 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 **Owner** 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.

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

- 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 **Owner** 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 **Owner** are not employees of the **City of Midwest City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Owner**.
- C. Service Provider acknowledges that as an independent contractor it and Service Provider's Project Team, assigned to work on the Project for the Owner are not eligible to participate in any health, welfare or retirement benefit programs provided by the Owner 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 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 one-year increments, until the Project is completed and accepted as provided herein.
- B. The **Owner** 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 **Owner**.
- 1. Upon receipt of a notice of termination for the *convenience* from the **Owner**, 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 **Owner** all licenses, work, products, deliverables, solutions,

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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 **Owner**, the **Owner** 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 **Owner**, 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 **Owner** 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 **Owner** 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 **Owner** 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 **Owner** 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**.

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

C. Upon notice to **Service Provider**, the **Owner** 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 **Owner** issues a stop work order to **Service Provider**, the **Owner** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Owner**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Owner** 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 **Owner**, without cause and without cost to the **Owner**; 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 **Owner** 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* and the period set forth in the notice, and thereafter the **Owner** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Owner**.
- 2. Upon termination for *convenience* of the Project and the providing to the **Owner** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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 **Owner'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 **Owner**. 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 **Owner** shall be entitled to recover, should the **Owner** 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 **Owner**. Should the **Service Provider** fail to reimburse the **Owner** within thirty (30) calendar days of demand, the **Owner** 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

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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 \$3,000,000.00 general aggregate protecting the Owner 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 Owner 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 **Owner** within five (5) days of the execution of this **Agreement** as **Attachment** "C".
- C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Owner** 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 **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**.

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

- 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 **Owner** 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 **Owner** 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 Owner 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 Owner 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 Owner, 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 Owner under any other paragraph, including but not limited to any insurance provision or requirement in this Agreement.

PROFESSIONAL SERVICES AGREEMENT between GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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 Owner, the Owner may provide Service Provider with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the Owner'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 Owner, shall disclose to any person, other than to the Owner, any information obtained by Service Provider. Service Provider shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

10. NOTICES

A. Notices and other communications to the **Owner** 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 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:

Bryce Callies	
Garver, LLC	
750 SW 24 th Street, Suite 200	
Moore, OK 73160	

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 **Owner**, 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.

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this Agreement without the prior written consent of the Owner. 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 Owner. The Owner may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of Owner. Upon approval of such assignment or sublease, Service Provider will not be relieved of future performance, liabilities, and obligations under this Agreement. Owner 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, 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 Owner 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

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

special consideration to any officials, trustees, or employees of the **Owner**, 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**.
- C. Should the **Owner** 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 **Owner**, 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

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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
- (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.

PROFESSIONAL SERVICES AGREEMENT

between GARVER, LLC

ARVER, And

THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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 **Owner** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Owner** 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 **Owner** hereby delegates to the City Manager and/or General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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

Service	Service Provider: Garver, LLC						
By:	Mary Mack						
Name:	Mary Elizabeth Mach						
rvame	•						
Title	Vice President						

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT

between

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the 0	Council and SIGNE	D by the Mayor of The City of Midwest City this
day of	, 2025.	
THE CITY OF MID		
MAYOR		
SARA HANCOCK, O	CITY CLERK	
REVIEWED for form	n and legality.	
DONALD D. MAISO	CH, CITY ATTORN	EY
APPROVED by the l	Midwest City Hospit	tal Authority and SIGNED by the Chairman this
day of	, 2025.	
MIDWEST CITY H	OSPITAL AUTHO	ORITY
CHAIRMAN		
SARA HANCOCK, S	SECRETARY	
REVIEWED for form	n and legality.	
DONALD D. MAISO	CH, ATTORNEY	
Professional Services	A greement with	GARVER

Page 18 of 19

PROFESSIONAL SERVICES AGREEMENT

between

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Midwest City Mu	inicipal Authority and SIGNED by the Chairman this
day of	_, 2025.
MIDWEST CITY MUNICIPAL AUTI	HORITY
CHAIRMAN	
SARA HANCOCK, SECRETARY	
REVIEWED for form and legality.	
DONALD D. MAISCH, ATTORNEY	
APPROVED by the Midwest City Ec Chairman this day of	onomic Development Authority and SIGNED by the, 2025.
MIDWEST CITY ECONOMIC DEVE	ELOPMENT AUTHORITY
CHAIRMAN	
SARA HANCOCK, SECRETARY	
REVIEWED for form and legality.	
DONALD D. MAISCH, ATTORNEY	
Professional Services Agreement with	GARVER

Page 19 of 19

PROFESSIONAL SERVICES AGREEMENT between GARVER, LLC And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

ATTACHMENT "A" (SCHEDULE OF FEES)



Exhibit C City of Midwest City

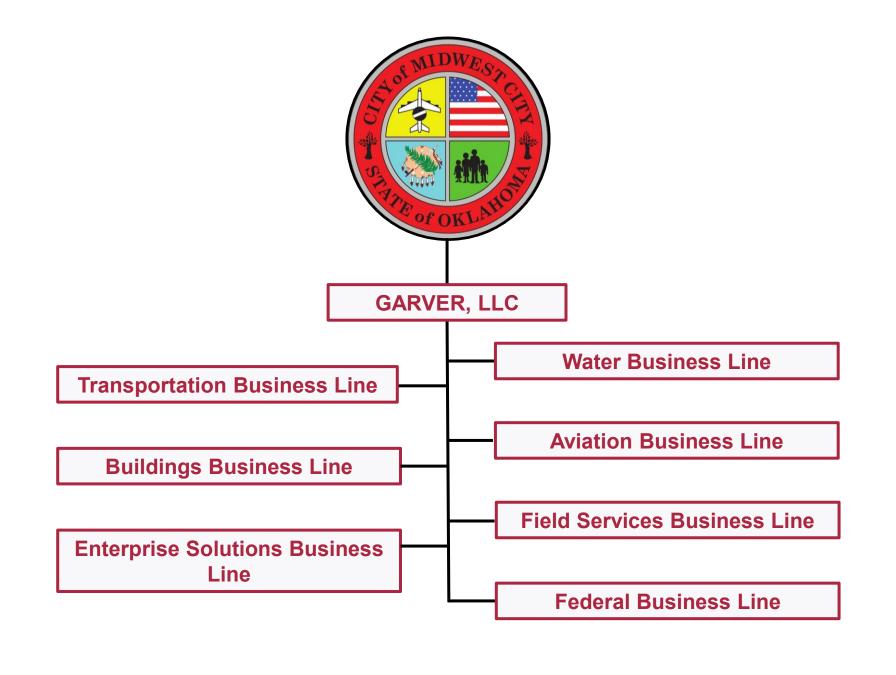
Master Service Agreement Garver Hourly Rate Schedule: January 2025 - June 2026

Engineers / Architects E-1 E-2 E-3	\$ 141.00	Resource Specialists	
E-1 E-2 E-3	\$ 141.00		
E-3		RS-1	\$ 113.00
	\$ 164.00	RS-2	\$ 149.00
	\$ 188.00	RS-3	\$ 211.00
E-4	\$ 220.00	RS-4	\$ 290.00
E-5	\$ 268.00	RS-5	\$ 362.00
E-6	\$ 329.00	RS-6	\$ 446.00
E-7	\$ 457.00	RS-7	\$ 498.00
Planners		Environmental Specialists	
P-1	\$ 170.00	ES-1	\$ 113.00
P-2	\$ 170.00	ES-2	\$ 142.00
P-3	\$ 265.00	ES-3	\$ 181.00
P-4	\$ 296.00	ES-4	\$ 214.00
P-5	\$ 333.00	ES-5	\$ 269.00
		ES-6	\$ 345.00
Designers		ES-7	\$ 431.00
D-1	\$ 128.00	ES-8	\$ 487.00
D-2	\$ 146.00		
D-3	\$ 174.00	Project Controls	
D-4	\$ 208.00	PC-1	\$ 115.00
D-5	\$ 256.00	PC-2	\$ 152.00
		PC-3	\$ 194.00
Technicians		PC-4	\$ 248.00
T-1	\$ 103.00	PC-5	\$ 303.00
T-2	\$ 124.00	PC-6	\$ 392.00
T-3	\$ 151.00	PC-7	\$ 491.00
T-4	\$ 195.00		
		Management / Administration	Φ 00.00
Surveyors	A 00.00	AM-1	\$ 82.00
S-1	\$ 63.00	AM-2	\$ 104.00
S-2	\$ 84.00	AM-3	\$ 145.00
S-3	\$ 113.00	AM-4	\$ 186.00
S-4	\$ 161.00	AM-5	\$ 227.00
S-5	\$ 203.00	AM-6	\$ 295.00
S-6	\$ 237.00	AM-7	\$ 378.00
S-7	\$ 280.00	M-1	\$ 552.00
S-8	\$ 353.00		
2-Man Crew (Survey)	\$ 244.00		
3-Man Crew (Survey)	\$ 305.00		
2-Man Crew (GPS Survey)	\$ 301.00		
3-Man Crew (GPS Survey)	\$ 374.00		
Construction Observation			
C-1	\$ 122.00		
C-2	\$ 152.00		
C-3	\$ 186.00		
C-4	\$ 240.00		
C-5	\$ 289.00		

PROFESSIONAL SERVICES AGREEMENT between GARVER, LLC And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

ATTACHMENT "B" (SERVICE PROVIDER'S TEAM)



PROFESSIONAL SERVICES AGREEMENT between GARVER, LLC And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

ATTACHMENT "C" (INSURANCE)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/4/2025

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).

	certificate does not confer rights t				-		-	require an endo	orsement	. A Sta	atement on
PRODUC		CONTAC NAME:	`T	Cathy Jones							
Step	phens Insurance, LLC				PHONE (A/C, No		501-377-8502	,	FAX (A/C, No):		
111 	Center Street, Suite 100 Rock, AR 72201				E-MAIL ADDRES	ss· k		stephens.com	(A/O, NO).		
Little Nock, AIX 12201					ADDITE			DING COVERAGE			NAIC#
www.st	ephensinsurance.com				INSURE			ompany (A++XV	')		25623
INSURE)				INSURE			ompany (zerzet	/		
	ver LLC				INSURE						
	SW 24th St., Suite 200 ore OK 73160				INSURE						
10100	NC 510 75100				INSURE						
					INSURE						
COVE	RAGES CER	TIFIC	CATE	NUMBER: 85619926				REVISION NUI	MBER:	'	
INDIC CERT EXCL	IS TO CERTIFY THAT THE POLICIES CATED. NOTWITHSTANDING ANY RE FIFICATE MAY BE ISSUED OR MAY LUSIONS AND CONDITIONS OF SUCH	QUIF PERT POLI	REMENTAIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF ANY	CONTRACT THE POLICIES EDUCED BY F	OR OTHER DESCRIBED PAID CLAIMS.	DOCUMENT WITH D HEREIN IS SU	H RESPEC	TO V	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	s	
A 🗸	COMMERCIAL GENERAL LIABILITY	1		P-630-1G052988-PHX-24	. 7	7/1/2024	7/1/2025	EACH OCCURREN	CE	\$2,000),000
	CLAIMS-MADE ✓ OCCUR							DAMAGE TO RENT PREMISES (Ea occ	ED urrence)	\$500,0	000
								MED EXP (Any one	person)	\$10,00)0
								PERSONAL & ADV	INJURY	\$1,000),000
GE	EN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGRE	GATE	\$4,000),000
	POLICY PRO- JECT LOC							PRODUCTS - COM	P/OP AGG	\$4,000),000
1	OTHER: -0- Deductible									\$	
AL	JTOMOBILE LIABILITY							COMBINED SINGLE (Ea accident)	= LIMI I	\$	
	ANY AUTO							BODILY INJURY (P	er person)	\$	
	OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (P	- 1	\$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAG (Per accident)	jΕ	\$	
			Ш							\$	
	UMBRELLA LIAB OCCUR							EACH OCCURREN	CE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$	
14/6	DED RETENTION \$		\vdash					DED	OTH.	\$	
AN	DRKERS COMPENSATION D EMPLOYERS' LIABILITY Y/N							PER STATUTE	OTH- ER		
OF	YPROPRIETOR/PARTNER/EXECUTIVE FICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDE		\$	
l lif v	andatory in NH) es, describe under							E.L. DISEASE - EA			
DĚ	SCRIPTION OF OPERATIONS below		\vdash					E.L. DISEASE - POI	LICY LIMIT	\$	
DESCRIP	PTION OF OPERATIONS / LOCATIONS / VEHICI	ES (A	ACORD	101, Additional Remarks Schedu	le, may be	attached if more	space is require	ed)			
RE: G	arver Project: 2401533										
CERTI	FICATE HOLDER				CANO	ELLATION					
	er Project: 2401533				5/110	AHON					
City 100	of Midwest City N. Midwest City Blvd west City OK 73110				THE	EXPIRATION	I DATE THE	ESCRIBED POLICE EREOF, NOTICE Y PROVISIONS.			
					AUTHOR	RIZED REPRESEI	NTATIVE /	andais i	1 1	, a	rl
				ŀ	I		\Å;	LIAN KINI A	14. 14		

Ted Grace

PROFESSIONAL SERVICES AGREEMENT

between GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

ATTACHMENT "D" (FORM OF WORK ORDER)



This WORK ORDER ("Work Order") is made by and between the City of Midwest City, Oklahoma, (hereinafter referred to as "Owner") and Garver, LLC, (hereinafter referred to as "Garver") in accordance with and subject to the provisions of the PROFESSIONAL SERVICES AGREEMENT entered into between the parties on [Insert Effective Date] (the "Agreement").

Under this Work Order, the Owner intends to procure professional services for Groundwater Master Planning. These services will be delivered according to the schedule in Exhibit A.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

- 1.1 Notwithstanding anything in the Agreement to the contrary, Garver shall provide the following services ("Services") in accordance with the care and skill ordinarily exercised by members of Garver's profession as of the effective date of the Agreement, practicing under the same or similar circumstances:
 - 1.1.1 See attached Appendix A for Scope of Services.
 - 1.1.2 Notwithstanding anything in the Agreement to the contrary, Garver shall provide its Services as expeditiously as is prudent considering the industry standard of care, and in no event shall Garver be subject to delay damages.
 - 1.1.3 Garver shall indemnify and hold harmless the Owner from and against any and all third-party claims for bodily injury (including death) and tangible property damage to the extent such claims are caused by Garver's or its personnel's negligent performance of the Services. Notwithstanding anything in the Agreement to the contrary, the indemnity set forth in this Work Order, Section 1.1.3, is Garver's sole indemnity obligation in relation to the Services.
- 1.2 In addition to those obligations set forth in the Agreement, Owner shall:
 - 1.2.1 Give thorough consideration to all documents and other information presented by Garver and inform Garver of all decisions within a reasonable time so as not to delay the Services.
 - 1.2.2 Make provision for the personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
 - 1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.
 - 1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
 - 1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the project property.
 - 1.2.6 Pay all plan review and advertising costs in connection with the project.
 - 1.2.7 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
 - 1.2.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.

- 1.2.9 Furnish Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Owner has contracted with, on Owner's behalf for the project specific requested information.
- 1.3 Notwithstanding anything in the Agreement to the contrary, to the fullest extent allowed under applicable law, neither party (including its subconsultants, agents, assignees, affiliates, and vendors) shall be liable to the other for any special, consequential, indirect, punitive, exemplary, or incidental damages of any kind regardless of the cause or action, and Garver's (including its subconsultants, agents, assignees, affiliates, and vendors) total aggregate liability under the Agreement shall be limited to 100% of the fee received by Garver under the approved work order giving rise to the liability, regardless of the cause or action (including negligence of any kind or character).

SECTION 2 – PAYMENT

For the Services set forth above, Owner will pay Garver as follows:

Task	FEE AMOUNT	FEE TYPE			
TOTAL FEE					

The lump sum amount to be paid under this Work Order is \$XXXX. For informational purposes, a breakdown of Garver's estimated costs is included herein with approximate current hourly rates for each employee classification.

Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about July 1, 2026

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2026.

SECTION 3 – APPENDICES

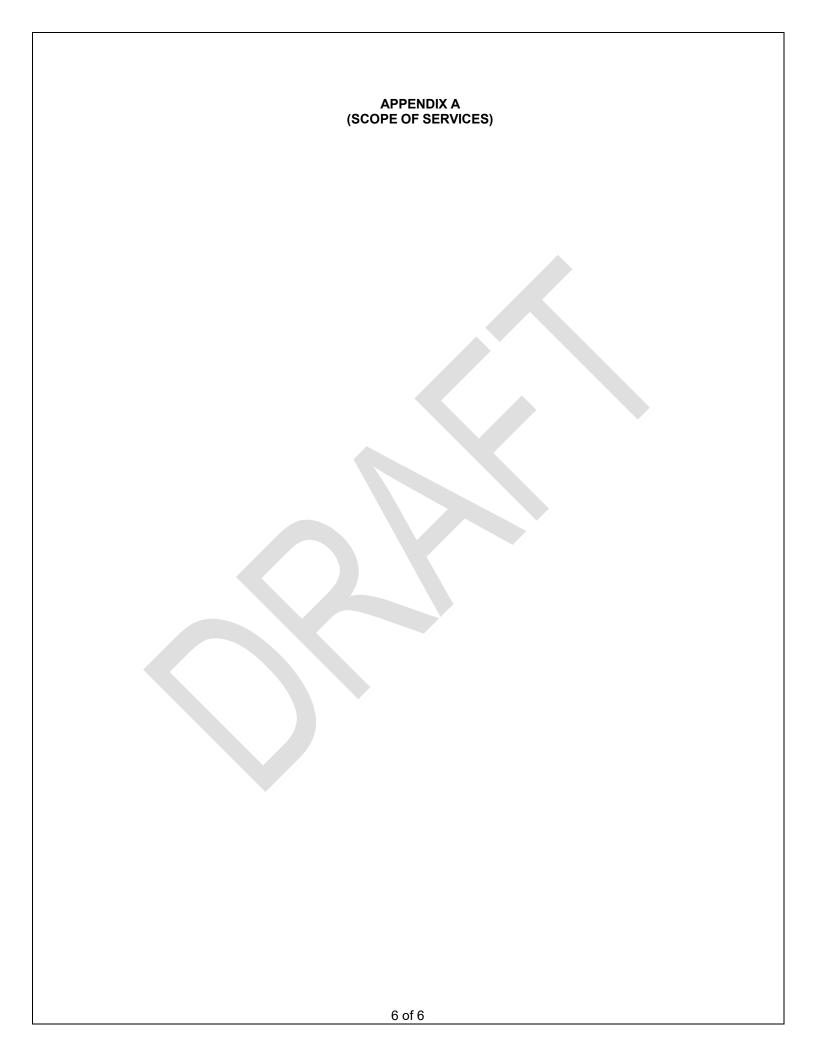
- 3.1 The following Appendices are attached to and made a part of this Work Order:
 - 3.1.1 Appendix A Scope of Services

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Notwithstanding anything in the Agreement to the contrary, if there is a conflict between the provisions of this Work Order, the Agreement, and/or any Appendices hereto, such conflict shall be governed in the following order of priority and precedence, unless explicitly amended within the Work Order by the Parties: this Work Order; the Agreement; any Appendices.

The effective date of this Work Order shall be the last date written below.

MIDWE	ST CITY	GARVE	R, LLC
Ву:	Signature	Ву:	Signature
Name:	Printed Name	Name:	Printed Name
Title:		Title: _	
Date: _		Date: _	
Attest:		Attest:	





NEW BUSINESS/ PUBLIC DISCUSSION



HOSPITAL AUTHORITY AGENDA



MEMORIAL HOSPITAL AUTHORITY AGENDA

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

June 24, 2025 – 6:02 AM

Presiding members: Chairman Matthew Dukes City Staff:

Trustee Susan Eads Trustee Marc Thompson General Manager Tim Lyon Trustee Pat Byrne Trustee Sara Bana Secretary Sara Hancock

Trustee Rita Maxwell Trustee Rick Favors Authority Attorney Don Maisch

A. CALL TO ORDER.

- B. <u>CONSENT AGENDA</u>. 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 May 27, 2025 meeting. (Secretary S. Hancock)
 - 2. Discussion, consideration and possible action to approve the meeting minutes of June 10, 2025. (Secretary S. Hancock)
 - 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. (Finance- T. Cromar)
 - 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. (Public Works R. Streets)
 - 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. (City Manager T. Lyon)

C. DISCUSSION ITEMS.

<u>1.</u> 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. 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. (City Manager - T. Lyon)

F. <u>ADJOURNMENT.</u>



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 at 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Memorial Hospital Authority Minutes

May 27, 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 8:11PM with following members present:

Trustee Susan Eads

Trustee Marc Thompson

General Manager Tim Lyon

Trustee Pat Byrne

Trustee Sara Bana

Secretary Sara Hancock

Trustee Rick Favors

Authority Attorney Don Maisch

Absent: Trustee Rita Maxwell

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

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

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.

ADJOURNMENT.

771		1	•	C .1		1 .		\sim 1	•	\mathbf{r}	1	1.	1	.1			0	11	D	N /
- I P	1ere	he	ing no	turtk	1er	hilgii	1666	(hs	airman	1)11	Kes.	2010	ourned	the	meeting	ารา	\mathbf{x} .	11	Ρ	N/I
11		-	me no	IUIU	101	UUSII	1000,	\sim 110	1111111111	Dи	\mathbf{r}	aur	ournea	u	mocume	. uı	ο.	1 1	1.	⊥∨⊥.

ATTEST:			
	Ī	MATTHEW D DUKES	II, Chairman

Notice for the Midwest City Memorial Hospital 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 Memorial Hospital Authority Minutes

June 10, 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 6:07 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 on a resolution of the Midwest City Memorial Hospital Authority approving its budget for Fiscal Year 2025-2026 in the amount of \$7,975,982 for the Discretionary, \$22,145,359 for the Compounded Principal, \$573,590 for the Miscellaneous, \$2,610,000 for the Grants divisions, and \$1,623,425 for the Sooner Rose Tax Increment Financing and establishing budget amendment and budget supplement authority.

Eads made a motion to approve Resolution HA2025-01, seconded by Bana. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

ADJOURNMENT.

SARA HANCOCK, Secretary

There being no further business, Mayor Dukes adjourned	ed the meeting at 6:08 PM.
ATTEST:	
	MATTHEW D. DUKES II, Chairman



Finance

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

MEMORANDUM

TO: Honorable Chairman and Trustees of the

Memorial Hospital Authority

FROM: Tiatia Cromar, Finance Director

DATE: June 24, 2025

SUBJECT: 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.

This supplement is needed to budget for trustee fees to end fiscal year 2024-2025.

Tiatia Cromar

Finance Director

SUPPLEMENTS

June 24, 2025

MWC HOSF	Fund PITAL AUTHORITY (425)	BUDGET AMENDMENT FORM Fiscal Year 2024-2025							
		Estimated	Revenue	Budget Ap	propriations				
Dept Number	Department Name	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>				
90	HOSPITAL AUTHORITY			126					
		0	0	126	0				
Explanation:			- .						
To increase budget for truste	e fees, due to lack of estimated budget bei	ng provided for iten	n. Funding to con	ne from fund balance					



Public Works Administration

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
Public Works Director
pstreets@midwestcityok.org
(405) 739-1061
Assistant Public Works Director
cevenson@midwestcityok.org
(405) 739-1062
www.midwestcityok.org

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: June 24, 2025

Subject: 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 General Manager ability to approve each task order up to the

amount of \$100,000.

In August of 2024, City staff published a Request for Qualification (RFQ) for three categories of agreement; Engineering, Survey, and Architecture. Overall, the City received qualification statements from 31 Engineering, 11 Survey, and 13 Architecture firms. On August 20, 2024, staff from Engineering, Public Works, and Planning met to discuss the qualification statements and selected 5 Engineering firms, a Survey, and an Architecture firm with whom to pursue on-call engineering agreements. On September 24, 2024, Council approved the on-call contracts with Johnson & Associates, LMRK, Meshek, Plummer, SRB, and TAP Architecture. Unknown to Public Works staff at the time, one of the selected engineering firms, Garver, LLC, had been left off of the list of firms to which on-call engineering agreements were offered and approved. The attached agreement remedies this error and adds Garver, LLC, as an on-call engineering firm.

Approval is at the discretion of the Authority.

Respectfully,

R. Paul Streets

R. Paul Streets

Public Works Director

Attachment

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as "Agreement") is entered into by and among The City of Midwest City, a municipal corporation; and the following Authorities, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority (hereinafter referred to as "Owner"), and Garver LLC, a limited liability company, (hereinafter referred to as "Service Provider") (Owner, 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, **Owner** is in need of the following professional services On-Call Professional Services - Engineering; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the Owner; and

WHEREAS, the Owner and the Service Provider have reached an agreement for the Service Provider to provide the Owner the requested professional services; and

WHEREAS, Owner hereby retains Service Provider to provide professional services as an independent contractor; and

WHEREAS, the Owner may contract with one or more Service Provider(s) for the above-referenced service. If the Owner has contracted with more than one Service Provider, the Service Provider shall be selected on a rotation basis; and

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

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

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the **Owner** retains the **Service Provider** as an independent contractor, to provide **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions, and deliverables (collectively referred to as "Deliverables") that meet all the purposes and functionality requested or described in this **Agreement**. The **Owner** 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 **Owner** 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 **Owner** and, upon approval of the invoice, the **Owner** will pay the invoice. Upon completion of each Project and provision to the **Owner** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Owner** 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 **Owner**. 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 **Owner** 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

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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" ("Schedule of Fees / Rate Card"),
 - Attachment "B" ("Service Provider's Team"),
 - Attachment "C" ("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 each task order for the Project. Each task order is hereby delegated to be approved by the City Manager / General Manager as appropriate.
- 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 Owner'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 Owner, is adequately trained, instructed, and managed so that Service Provider timely

PROFESSIONAL SERVICES AGREEMENT

between GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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 "B"** ("**Service Provider's Team**") without the prior written consent of the **Owner**.

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 **Owner**.

3. CONSIDERATION

- A. The **Owner** shall pay the **Service Provider** the compensation after completion of task orders based upon the rates as specified in **Attachment "A" ("Schedule of Fees / Rate Card").**
- B. The **Owner** 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 **Owner** 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.

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

- 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 **Owner** 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 **Owner** are not employees of the **City of Midwest City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Owner**.
- C. Service Provider acknowledges that as an independent contractor it and Service Provider's Project Team, assigned to work on the Project for the Owner are not eligible to participate in any health, welfare or retirement benefit programs provided by the Owner 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 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 one-year increments, until the Project is completed and accepted as provided herein.
- B. The **Owner** 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 **Owner**.
- 1. Upon receipt of a notice of termination for the *convenience* from the **Owner**, 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 **Owner** all licenses, work, products, deliverables, solutions,

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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 **Owner**, the **Owner** 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 **Owner**, 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 **Owner** 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 **Owner** 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 **Owner** 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 **Owner** 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**.

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

C. Upon notice to **Service Provider**, the **Owner** 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 **Owner** issues a stop work order to **Service Provider**, the **Owner** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Owner**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Owner** 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 **Owner**, without cause and without cost to the **Owner**; 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 **Owner** 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* and the period set forth in the notice, and thereafter the **Owner** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Owner**.
- 2. Upon termination for *convenience* of the Project and the providing to the **Owner** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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 **Owner'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 **Owner**. 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 **Owner** shall be entitled to recover, should the **Owner** 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 **Owner**. Should the **Service Provider** fail to reimburse the **Owner** within thirty (30) calendar days of demand, the **Owner** 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

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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 \$3,000,000.00 general aggregate protecting the Owner 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 Owner 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 **Owner** within five (5) days of the execution of this **Agreement** as **Attachment** "C".
- C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Owner** 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 **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**.

GARVER, LLC And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

- 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 **Owner** 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 **Owner** 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 Owner 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 Owner 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 Owner, 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 Owner under any other paragraph, including but not limited to any insurance provision or requirement in this Agreement.

PROFESSIONAL SERVICES AGREEMENT between GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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 Owner, the Owner may provide Service Provider with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the Owner'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 Owner, shall disclose to any person, other than to the Owner, any information obtained by Service Provider. Service Provider shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

10. NOTICES

A. Notices and other communications to the **Owner** 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 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:

Bryce Callies	
Garver, LLC	
750 SW 24 th Street, Suite 200	
Moore, OK 73160	

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 **Owner**, 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.

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this Agreement without the prior written consent of the Owner. 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 Owner. The Owner may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of Owner. Upon approval of such assignment or sublease, Service Provider will not be relieved of future performance, liabilities, and obligations under this Agreement. Owner 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, 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 Owner 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

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

special consideration to any officials, trustees, or employees of the **Owner**, 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**.
- C. Should the **Owner** 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 **Owner**, 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

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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
- (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.

PROFESSIONAL SERVICES AGREEMENT

between GARVER, LLC

ARVER, And

THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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 **Owner** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Owner** 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 **Owner** hereby delegates to the City Manager and/or General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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

Service Provider: Garver, LLC						
By:	Mary Mack					
Name:	Mary Elizabeth Mach					
_						
Title	Vice President					

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT

between

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the G	Council and SIGNE l	D by the Mayor of The City of Midwest City this
day of	, 2025.	
THE CITY OF MID		
MAYOR		
SARA HANCOCK, O	CITY CLERK	
REVIEWED for form	n and legality.	
DONALD D. MAISO	CH, CITY ATTORN	EY
APPROVED by the l	Midwest City Hospit	tal Authority and SIGNED by the Chairman this
day of	, 2025.	
MIDWEST CITY H	OSPITAL AUTHO	ORITY
CHAIRMAN		
SARA HANCOCK, S	SECRETARY	
REVIEWED for form	n and legality.	
DONALD D. MAISO	CH, ATTORNEY	
Professional Services	A greement with	GARVER

Page 18 of 19

PROFESSIONAL SERVICES AGREEMENT

between

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Midwest City Mu	inicipal Authority and SIGNED by the Chairman this
day of	_, 2025.
MIDWEST CITY MUNICIPAL AUTI	HORITY
CHAIRMAN	
SARA HANCOCK, SECRETARY	
REVIEWED for form and legality.	
DONALD D. MAISCH, ATTORNEY	
APPROVED by the Midwest City Ec Chairman this day of	onomic Development Authority and SIGNED by the, 2025.
MIDWEST CITY ECONOMIC DEVE	ELOPMENT AUTHORITY
CHAIRMAN	
SARA HANCOCK, SECRETARY	
REVIEWED for form and legality.	
DONALD D. MAISCH, ATTORNEY	
Professional Services Agreement with	GARVER

Page 19 of 19

PROFESSIONAL SERVICES AGREEMENT between GARVER, LLC And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

ATTACHMENT "A" (SCHEDULE OF FEES)



Exhibit C City of Midwest City

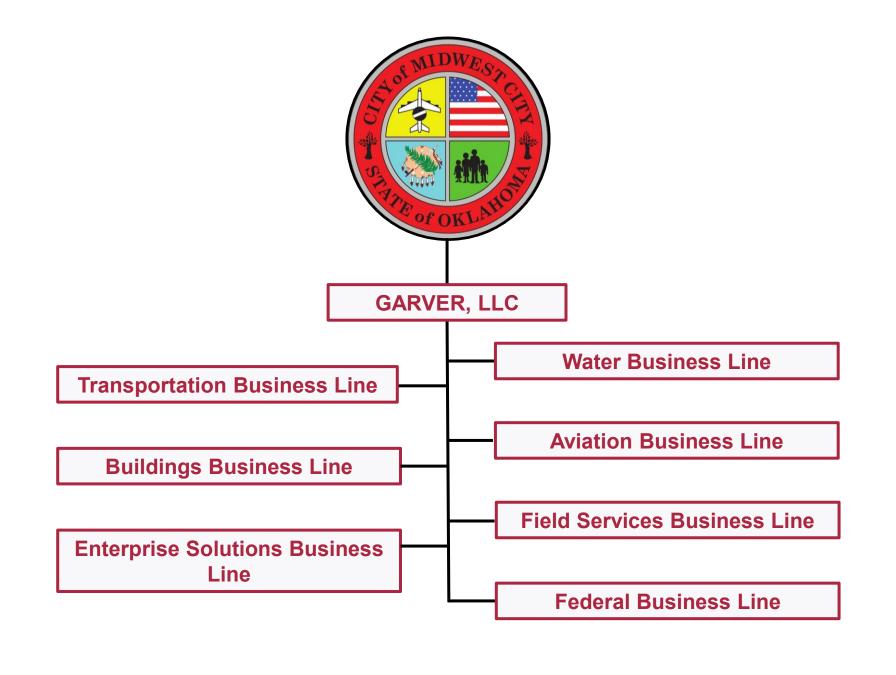
Master Service Agreement Garver Hourly Rate Schedule: January 2025 - June 2026

Classification	Rates	Classification	Rates
Engineers / Architects		Resource Specialists	
E-1	\$ 141.00	RS-1	\$ 113.00
E-2	\$ 164.00	RS-2	\$ 149.00
E-3	\$ 188.00	RS-3	\$ 211.00
E-4	\$ 220.00	RS-4	\$ 290.00
E-5	\$ 268.00	RS-5	\$ 362.00
E-6	\$ 329.00	RS-6	\$ 446.00
E-7	\$ 457.00	RS-7	\$ 498.00
Planners		Environmental Specialists	
P-1	\$ 170.00	ES-1	\$ 113.00
P-2	\$ 213.00	ES-2	\$ 142.00
P-3	\$ 265.00	ES-3	\$ 181.00
P-4	\$ 296.00	ES-4	\$ 214.00
P-5	\$ 333.00	ES-5	\$ 269.00
	,	ES-6	\$ 345.00
Designers		ES-7	\$ 431.00
D-1	\$ 128.00	ES-8	\$ 487.00
D-2	\$ 146.00		ψ .σσσ
D-3	\$ 174.00	Project Controls	
D-4	\$ 208.00	PC-1	\$ 115.00
D-5	\$ 256.00	PC-2	\$ 152.00
	Ψ 200.00	PC-3	\$ 194.00
Technicians		PC-4	\$ 248.00
T-1	\$ 103.00	PC-5	\$ 303.00
T-2	\$ 124.00	PC-6	\$ 392.00
T-3	\$ 151.00	PC-7	\$ 491.00
T-4	\$ 195.00		Ψ 101.00
		Management / Administration	
Surveyors		AM-1	\$ 82.00
S-1	\$ 63.00	AM-2	\$ 104.00
S-2	\$ 84.00	AM-3	\$ 145.00
S-3	\$ 113.00	AM-4	\$ 186.00
S-4	\$ 161.00	AM-5	\$ 227.00
S-5	\$ 203.00	AM-6	\$ 295.00
S-6	\$ 237.00	AM-7	\$ 378.00
S-7	\$ 280.00	M-1	\$ 552.00
S-8	\$ 353.00		
2-Man Crew (Survey)	\$ 244.00		
3-Man Crew (Survey)	\$ 305.00		
2-Man Crew (GPS Survey)	\$ 301.00		
3-Man Crew (GPS Survey)	\$ 374.00		
Construction Observation			
C-1	\$ 122.00		
C-2	\$ 152.00		
C-3	\$ 186.00		
C-4	\$ 240.00		
C-5	\$ 289.00		

PROFESSIONAL SERVICES AGREEMENT between GARVER, LLC And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

ATTACHMENT "B" (SERVICE PROVIDER'S TEAM)



PROFESSIONAL SERVICES AGREEMENT between GARVER, LLC And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

ATTACHMENT "C" (INSURANCE)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/4/2025

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).

	certificate does not confer rights t				-		-	require an endo	orsement	. A Sta	atement on
PRODUC					CONTAC NAME:	`T	Cathy Jones				
Stephens Insurance, LLC					PHONE (A/C, No		501-377-8502	,	FAX (A/C, No):		
111 Center Street, Suite 100 Little Rock, AR 72201			E-MAIL ADDRES	ss· k		stephens.com	(740,110).				
Little	2 (100K, 74K 7220)				ADDITE			DING COVERAGE			NAIC#
www.st	ephensinsurance.com				INSURE			ompany (A++XV	')		25623
INSURE)				INSURE		modrance C	ompany (/ tr t/tt	,		
	ver LLC				INSURE						
	SW 24th St., Suite 200 ore OK 73160				INSURE						
IVIOC	Ne OK 73100				INSURE						
					INSURE						
COVE	RAGES CER	TIFIC	CATE	NUMBER: 85619926	INOUNE	кт.		REVISION NUI	MBER:		
INDIC CERT EXCL	IS TO CERTIFY THAT THE POLICIES CATED. NOTWITHSTANDING ANY RE FIFICATE MAY BE ISSUED OR MAY LUSIONS AND CONDITIONS OF SUCH	QUIF PERT POLI	REMENTAIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF ANY	CONTRACT THE POLICIES EDUCED BY F	OR OTHER DESCRIBED PAID CLAIMS.	DOCUMENT WITH D HEREIN IS SU	H RESPEC	TO V	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	s	
A 🗸	COMMERCIAL GENERAL LIABILITY	1		P-630-1G052988-PHX-24	. 7	7/1/2024	7/1/2025	EACH OCCURREN	CE	\$2,000),000
	CLAIMS-MADE ✓ OCCUR							DAMAGE TO RENT PREMISES (Ea occ	ED urrence)	\$500,0)00
								MED EXP (Any one	person)	\$10,00)0
								PERSONAL & ADV	INJURY	\$1,000),000
GI	EN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGRE	GATE	\$4,000),000
	POLICY PRO- JECT LOC							PRODUCTS - COM	P/OP AGG	\$4,000),000
✓	OTHER: -0- Deductible									\$	
AL	JTOMOBILE LIABILITY							COMBINED SINGLE (Ea accident)	LIMIT	\$	
	ANY AUTO							BODILY INJURY (P	er person)	\$	
	OWNED SCHEDULED AUTOS AUTOS							BODILY INJURY (P	- 1	\$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMA((Per accident)	GE	\$	
										\$	
	UMBRELLA LIAB OCCUR							EACH OCCURREN	CE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$	
	DED RETENTION \$									\$	
	DRKERS COMPENSATION D EMPLOYERS' LIABILITY							PER STATUTE	OTH- ER		
AN	YPROPRIETOR/PARTNER/EXECUTIVE FICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDE	NT	\$	
(Ma	andatory in NH) es, describe under							E.L. DISEASE - EA	EMPLOYEE	\$	
DÉ	SCRIPTION OF OPERATIONS below			_				E.L. DISEASE - POI	LICY LIMIT	\$	
DESCRI	PTION OF OPERATIONS / LOCATIONS / VEHICE	LES (A	ACORD	101, Additional Remarks Schedul	le, may be	attached if more	space is require	ed)			
RE: G	arver Project: 2401533										
CERT	FICATE HOLDER				CANC	ELLATION					
	er Project: 2401533										
City of Midwest City 100 N. Midwest City 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.								
					AUTHOR	RIZED REPRESEI	NTATIVE /	andais i	1 1	, a	rl
				ŀ	I		\A i	LIAN KINI A	/ L . / W		

Ted Grace

PROFESSIONAL SERVICES AGREEMENT

between GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

ATTACHMENT "D" (FORM OF WORK ORDER)



This WORK ORDER ("Work Order") is made by and between the City of Midwest City, Oklahoma, (hereinafter referred to as "Owner") and Garver, LLC, (hereinafter referred to as "Garver") in accordance with and subject to the provisions of the PROFESSIONAL SERVICES AGREEMENT entered into between the parties on [Insert Effective Date] (the "Agreement").

Under this Work Order, the Owner intends to procure professional services for Groundwater Master Planning. These services will be delivered according to the schedule in Exhibit A.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

- 1.1 Notwithstanding anything in the Agreement to the contrary, Garver shall provide the following services ("Services") in accordance with the care and skill ordinarily exercised by members of Garver's profession as of the effective date of the Agreement, practicing under the same or similar circumstances:
 - 1.1.1 See attached Appendix A for Scope of Services.
 - 1.1.2 Notwithstanding anything in the Agreement to the contrary, Garver shall provide its Services as expeditiously as is prudent considering the industry standard of care, and in no event shall Garver be subject to delay damages.
 - 1.1.3 Garver shall indemnify and hold harmless the Owner from and against any and all third-party claims for bodily injury (including death) and tangible property damage to the extent such claims are caused by Garver's or its personnel's negligent performance of the Services. Notwithstanding anything in the Agreement to the contrary, the indemnity set forth in this Work Order, Section 1.1.3, is Garver's sole indemnity obligation in relation to the Services.
- 1.2 In addition to those obligations set forth in the Agreement, Owner shall:
 - 1.2.1 Give thorough consideration to all documents and other information presented by Garver and inform Garver of all decisions within a reasonable time so as not to delay the Services.
 - 1.2.2 Make provision for the personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
 - 1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.
 - 1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
 - 1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the project property.
 - 1.2.6 Pay all plan review and advertising costs in connection with the project.
 - 1.2.7 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
 - 1.2.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.

- 1.2.9 Furnish Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Owner has contracted with, on Owner's behalf for the project specific requested information.
- 1.3 Notwithstanding anything in the Agreement to the contrary, to the fullest extent allowed under applicable law, neither party (including its subconsultants, agents, assignees, affiliates, and vendors) shall be liable to the other for any special, consequential, indirect, punitive, exemplary, or incidental damages of any kind regardless of the cause or action, and Garver's (including its subconsultants, agents, assignees, affiliates, and vendors) total aggregate liability under the Agreement shall be limited to 100% of the fee received by Garver under the approved work order giving rise to the liability, regardless of the cause or action (including negligence of any kind or character).

SECTION 2 – PAYMENT

For the Services set forth above, Owner will pay Garver as follows:

Task	FEE AMOUNT	FEE TYPE
TOTAL FEE		

The lump sum amount to be paid under this Work Order is \$XXXX. For informational purposes, a breakdown of Garver's estimated costs is included herein with approximate current hourly rates for each employee classification.

Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about July 1, 2026

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2026.

SECTION 3 – APPENDICES

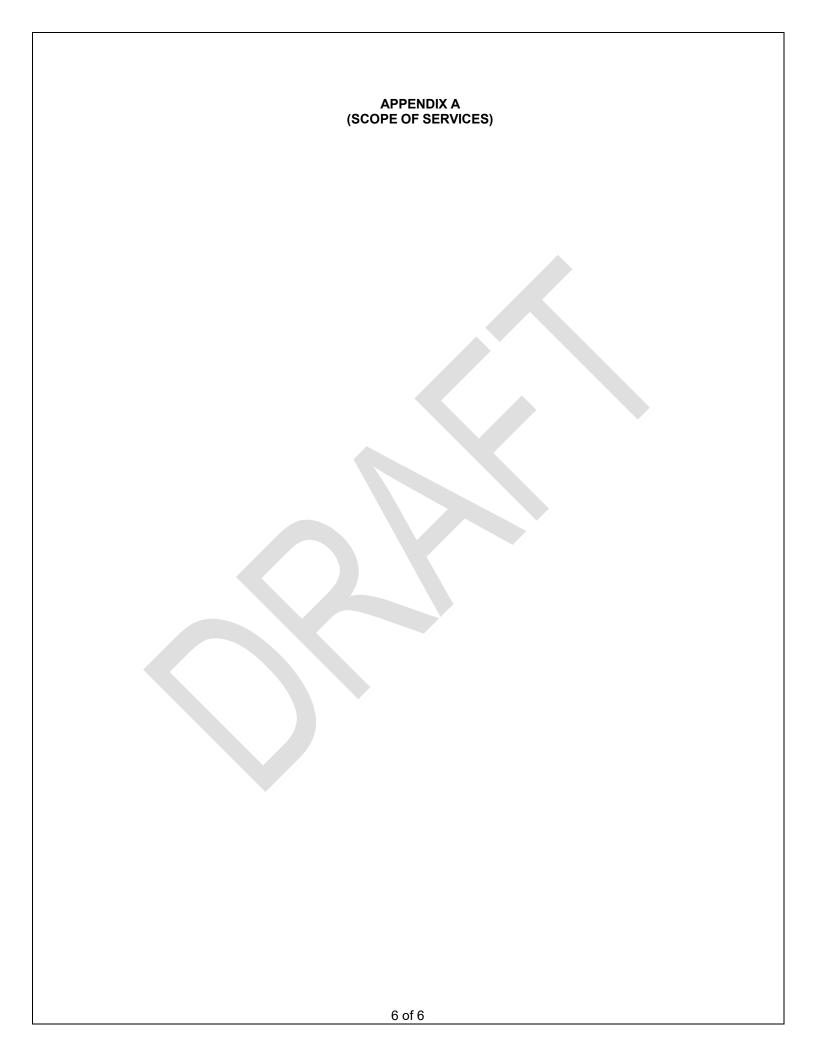
- 3.1 The following Appendices are attached to and made a part of this Work Order:
 - 3.1.1 Appendix A Scope of Services

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Notwithstanding anything in the Agreement to the contrary, if there is a conflict between the provisions of this Work Order, the Agreement, and/or any Appendices hereto, such conflict shall be governed in the following order of priority and precedence, unless explicitly amended within the Work Order by the Parties: this Work Order; the Agreement; any Appendices.

The effective date of this Work Order shall be the last date written below.

MIDWE	ST CITY	GARVE	GARVER, LLC			
Ву:	Signature	Ву:	Signature			
Name:	Printed Name	Name:	Printed Name			
Title:		Title: _				
Date: _		Date:				
Attest:		Attest:				





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: Tim Lyon, General Manager/Administrator

Date: June 24, 2025

Subject: Discussion, consideration, and possible action of the following agreement with Capitol

Decisions, Inc. in the total amount of \$115,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest

City for the period from July 1, 2025 through June 30, 2026.

The following twelve-month agreement with Capitol Decisions, Inc. is provided for your review, covering the period of July 1, 2025 through June 30, 2026.

Action on this item is at the discretion of the Authority.

Tim Lyon

General Manager/Administrator

Il Gon

CONSULTANT AGREEMENT

This agre	eme	nt is exec	uted	this	24	1th	day of	J	lune	, 20	025, by and
between	the	Midwest	City	Memo	orial	Hospital	Authorit	у, а	public	trust,	hereinafter
called "th	e Au	thority" ar	nd Ca	pitol D	ecisi	ons, Inc.	, hereinaf	ter ca	alled "C	onsulta	ant".

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

- Consultant will perform certain government relations consulting services during the term of this agreement with respect to federal legislative and administrative matters of importance to the economic and redevelopment interests of the Authority, as specified in the Statement of Work, attached and made a part hereof.
- 2. It is understood and agreed, with respect to the services the Consultant shall render pursuant to paragraph 1 above, that the Consultant will perform such services, exclusively as an independent contractor to, and not as agent or employee of the Authority.
- 3. The Consultant will hold in a fiduciary capacity for the benefit of the Authority all secret or confidential information, data or policies relating to the Authority which shall have been obtained by the Consultant during the term of this Agreement. The terms of this Section do not apply to any information which becomes a part of the public record.
- 4. The Consultant hereby agrees to hold the Authority harmless and indemnify it from any liability, suit, cause of action, or other legal proceedings which may be brought or claimed against the Authority as a result of the Consultant's performances under this Agreement.
- 5. No alteration or variation of the terms or conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- 6. All services performed by the Consultant under this Agreement shall be coordinated by the signatory of the Consultant and should be performed by J.R. Reskovac. The rights and obligations of the Consultant hereunder are not assignable and cannot be delegated, as the Consultant has unique skills and abilities and specific performance is necessary. Any such purported assignment or delegation without the written consent of the Authority shall be void and, at the option of the Authority, this Agreement shall be terminated.
- 7. The Consultant agrees that in the performance of this Agreement it will comply with all applicable local, State and Federal laws. The parties agree that no federal appropriated funds have been paid or will be paid, by or on behalf of

them, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement. It is understood that Capitol Decisions, Inc. may have to register under the Lobbying Disclosure Act of 1995 (P.L. 104-65) on behalf of the Authority.

- 8. Tim Lyon, General Manager/Administrator for the Authority shall be the Authority representative for all matters pertaining to this Agreement.
- 9. For all of the services and undertakings of the Consultant hereunder during the term of this Agreement, the Authority shall pay to the Consultant \$115,000.00 payable in eleven (11) monthly installments of \$9,583.33 and one (1) monthly installment of \$9,583.37, which shall be invoiced by Consultant and due each month for the term of this Agreement.
- 10. The term of this Agreement shall commence on July 1, 2025 and shall continue in effect until June 30, 2026 unless terminated by a 30 day written notice by either party. Furthermore, this Agreement can be extended for an additional twelve (12) month period under the same terms and conditions by agreement of both parties.
- 11. All records, reports, notes, data, models, exhibits, computer files, videos, and any and all other written, audio or video materials (hereinafter collectively referred to as "materials") whether generated, received or in the possession of the Consultant due to this Agreement, shall be the exclusive property of the Authority. The Authority may request and the Consultant shall deliver such materials to the Authority and unless otherwise agreed to by the Authority, the Consultant shall not retain any copy of any such materials for his own files, in whatsoever form such materials may be. It is the agreement of the parties that this Section is for the benefit of the Authority and it is the purpose of this Section, if exercised, to provide for the purging of the Consultant's files so as to provide the utmost security and confidentiality with regard to all work performed pursuant to this Agreement. The terms of this Section shall not apply to information that becomes part of the public record.
- 12. Any legal action brought by either party to enforce this Agreement shall be decided pursuant to the laws of the State of Oklahoma and the parties hereto agree that venue shall be proper only in the District Court of Oklahoma County, Oklahoma. If any such action is commenced and a final unappealable order issued, the prevailing party shall be entitled to collect from the other party reasonable attorney fees and costs.

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto on the day and year first above written.

"CONSULTANT"

Capitol Decisions, Inc.
800 Maine Avenue, SW, Suite 800
Washington, DC 20024

(0 1)	
(Seal) ATTEST:	Ву:
Buen H. Rolinson	H. Stewart Van Scoyoc, President
	"AUTHORITY" Midwest City Memorial Hospital Authority a public trust 100 N. Midwest Blvd. Midwest City, Oklahoma 73110
(Seal) ATTEST:	Ву:
Secretary	Matthew D. Dukes II, Chairman
Approved as to form and legality this _	day of, 2025.
Counsel for the Authority	

Statement of Work

Under the terms of the attached Consultant Agreement, the Consultant will support the Midwest City Memorial Hospital Authority as follows:

- Consultant will act as a legislative liaison between the Midwest City Memorial Hospital Authority and the United States Congress in advancing the economic, community development and redevelopment interests of the community.
- Consultant will provide Midwest City Memorial Hospital Authority representation in utilizing Congressional, Executive Branch and federal agency expertise in enhancing the development opportunities of Midwest City.
- Consultant will seek and identify funding opportunities that correlate with Midwest City's efforts to improve access to Rose State College/The Reed Center; improve public facilities and infrastructure throughout the city, to include Midwest City's water and sewer systems; to further economic development; to improve energy consumption through alternative energy sources; to improve public safety; to revitalize neighborhoods; and to make improvements along the I-40 and State Highway 62 corridors.
- Consultant will assist the Midwest City Memorial Hospital Authority in the development and timing of strategies, plans and funding applications when funding sources are identified.
- Consultant will use its network of contacts, associates and support organizations to provide timely information about and monitoring of any pending Midwest City applications for federal funding.
- Consultant will provide information to the Oklahoma Congressional Delegation regarding issues of importance to Midwest City.
- Consultant will maintain a consistent dialogue with the Midwest City Memorial Hospital Authority verbally and through electronic reporting methods on activities/meetings of significance to Midwest City.
- Consultant will provide written reports and verbal briefings as needed during the contract period documenting the Consultant's activities to support Midwest City's economic development, community development and redevelopment interests.



DISCUSSION ITEMS



Memorial Hospital Authority

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

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: June 24, 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



EXECUTIVE SESSION



City Manager

100 N. Midwest Boulevard Midwest City, OK 73110 tlyon@midwestcityok.org Office: 405.739.1201 www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: Tim Lyon, City Manager

DATE: June 24, 2025

SUBJECT: Discussion, consideration, and possible action of 1) entering into executive

session, as allowed under 25 O.S. § 307(B)(3) and § 307(B)(4). For § 307(B)(3)

to confer on matters pertaining to purchase or appraisal of real property

concerning "Plaza 62" and "Project David"; For § 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 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in

executive session.

Appropriate information will be provided during the Executive Session.

Regards		
Tim L. Lyon		
 Tim Lyon City Manager	 	



ECONOMIC DEVELOPMENT AUTHORITY AGENDA



SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA

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

June 24, 2025 – 6:03 PM

Presiding members: Chairman Matthew Dukes City Staff:

Trustee Susan Eads Trustee Marc Thompson General Manager Tim Lyon Trustee Pat Byrne Trustee Sara Bana Secretary Sara Hancock

Trustee Rita Maxwell Trustee Rick Favors Authority Attorney Don Maisch

A. CALL TO ORDER.

- B. <u>CONSENT AGENDA</u>. 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 May 27, 2025 special meeting. (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 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. (Public Works R. Streets)
- C. <u>PUBLIC DISCUSSION</u>. 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. 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. (City Manager - T. Lyon)

E. ADJOURNMENT.



CONSENT AGENDA

Notice for the Midwest City Economic Development 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 Economic Development Authority

May 27, 2025

This special meeting was held in Midwest City Council Chambers at City Hall, 100 N. Midwest Bl	vd
Midwest City, County of Oklahoma, State of Oklahoma.	

Chairman Matt Dukes called the meeting to order at 08:12 PM with following members present:

Trustee Susan Eads

Trustee Marc Thompson

Trustee Pat Byrne

Trustee Sara Bana

Trustee Rick Favors

Trustee Rick Favors

General Manager Tim Lyon

Secretary Sara Hancock

Authority Attorney Don Maisch

Absent: Trustee Rita Maxwell

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

- 1. Discussion, consideration and possible action to approve the April 22, 2025 minutes.
- 2. Discussion, consideration and possible action of approving the management representation letter to Grant Thornton LLP and accepting the draft final report for Sooner Town Center, LLC for calendar years ending December 31, 2024 and 2023.

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:12 PM.

	S		3		C	
ATTEST:						
				MATTHEM	I D DIIVEC II	Chairman
				MALITEW	V D DUKES II	i, Chairman
SARA HA	ANCOCK, Secretary	_				

Notice for the Midwest City Economic Development 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 Economic Development 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 6:09 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 on a resolution of the Midwest City Economic Development Authority approving its budget for Fiscal Year 2025-2026 in the amount of \$1,450,737 and establishing budget amendment and budget supplement authority.

Favors made a motion to approve Resolution EDA2025-01, seconded by Eads. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

ADJOURNMENT.

Th	ere being no	further	husiness	Mayor	Dukes ad	iourned the	meeting at	6.09	PM
111	ore cente no	I ul ul ul	U usiness.	IVIAVOI	Dunes au	iouinca me	mooning at	0.07	1 1 1 1 1 1 .

ATTEST:	
	MATTHEW D. DUKES II, Chairman
	2.2 -1.2 -1.
SARA HANCOCK, Secretary	



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: June 24, 2025

Subject: 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 General Manager ability to approve each task order up to the

amount of \$100,000.

In August of 2024, City staff published a Request for Qualification (RFQ) for three categories of agreement; Engineering, Survey, and Architecture. Overall, the City received qualification statements from 31 Engineering, 11 Survey, and 13 Architecture firms. On August 20, 2024, staff from Engineering, Public Works, and Planning met to discuss the qualification statements and selected 5 Engineering firms, a Survey, and an Architecture firm with whom to pursue on-call engineering agreements. On September 24, 2024, Council approved the on-call contracts with Johnson & Associates, LMRK, Meshek, Plummer, SRB, and TAP Architecture. Unknown to Public Works staff at the time, one of the selected engineering firms, Garver, LLC, had been left off of the list of firms to which on-call engineering agreements were offered and approved. The attached agreement remedies this error and adds Garver, LLC, as an on-call engineering firm.

Approval is at the discretion of the Authority.

Respectfully,

R. Paul Streets

R. Paul Streets

Public Works Director

Attachment

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as "Agreement") is entered into by and among The City of Midwest City, a municipal corporation; and the following Authorities, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority (hereinafter referred to as "Owner"), and Garver LLC, a limited liability company, (hereinafter referred to as "Service Provider") (Owner, 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, **Owner** is in need of the following professional services On-Call Professional Services - Engineering; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the Owner; and

WHEREAS, the Owner and the Service Provider have reached an agreement for the Service Provider to provide the Owner the requested professional services; and

WHEREAS, Owner hereby retains Service Provider to provide professional services as an independent contractor; and

WHEREAS, the Owner may contract with one or more Service Provider(s) for the above-referenced service. If the Owner has contracted with more than one Service Provider, the Service Provider shall be selected on a rotation basis; and

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

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

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the **Owner** retains the **Service Provider** as an independent contractor, to provide **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions, and deliverables (collectively referred to as "Deliverables") that meet all the purposes and functionality requested or described in this **Agreement**. The **Owner** 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 **Owner** 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 **Owner** and, upon approval of the invoice, the **Owner** will pay the invoice. Upon completion of each Project and provision to the **Owner** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Owner** 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 **Owner**. 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 **Owner** 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

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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" ("Schedule of Fees / Rate Card"),
 - Attachment "B" ("Service Provider's Team"),
 - Attachment "C" ("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 each task order for the Project. Each task order is hereby delegated to be approved by the City Manager / General Manager as appropriate.
- 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 Owner'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 Owner, is adequately trained, instructed, and managed so that Service Provider timely

PROFESSIONAL SERVICES AGREEMENT

between GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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 "B"** ("**Service Provider's Team**") without the prior written consent of the **Owner**.

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 **Owner**.

3. CONSIDERATION

- A. The **Owner** shall pay the **Service Provider** the compensation after completion of task orders based upon the rates as specified in **Attachment "A" ("Schedule of Fees / Rate Card").**
- B. The **Owner** 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 **Owner** 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.

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

- 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 **Owner** 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 **Owner** are not employees of the **City of Midwest City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Owner**.
- C. Service Provider acknowledges that as an independent contractor it and Service Provider's Project Team, assigned to work on the Project for the Owner are not eligible to participate in any health, welfare or retirement benefit programs provided by the Owner 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 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 one-year increments, until the Project is completed and accepted as provided herein.
- B. The **Owner** 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 **Owner**.
- 1. Upon receipt of a notice of termination for the *convenience* from the **Owner**, 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 **Owner** all licenses, work, products, deliverables, solutions,

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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 **Owner**, the **Owner** 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 **Owner**, 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 **Owner** 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 **Owner** 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 **Owner** 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 **Owner** 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**.

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

C. Upon notice to **Service Provider**, the **Owner** 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 **Owner** issues a stop work order to **Service Provider**, the **Owner** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Owner**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Owner** 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 **Owner**, without cause and without cost to the **Owner**; 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 **Owner** 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* and the period set forth in the notice, and thereafter the **Owner** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Owner**.
- 2. Upon termination for *convenience* of the Project and the providing to the **Owner** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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 **Owner'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 **Owner**. 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 **Owner** shall be entitled to recover, should the **Owner** 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 **Owner**. Should the **Service Provider** fail to reimburse the **Owner** within thirty (30) calendar days of demand, the **Owner** 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

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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 \$3,000,000.00 general aggregate protecting the Owner 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 Owner 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 **Owner** within five (5) days of the execution of this **Agreement** as **Attachment** "C".
- C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Owner** 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 **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**.

GARVER, LLC And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

- 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 **Owner** 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 **Owner** 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 Owner 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 Owner 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 Owner, 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 Owner under any other paragraph, including but not limited to any insurance provision or requirement in this Agreement.

PROFESSIONAL SERVICES AGREEMENT between GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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 Owner, the Owner may provide Service Provider with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the Owner'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 Owner, shall disclose to any person, other than to the Owner, any information obtained by Service Provider. Service Provider shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

10. NOTICES

A. Notices and other communications to the **Owner** 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 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:

Bryce Callies	
Garver, LLC	
750 SW 24 th Street, Suite 200	
Moore, OK 73160	

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 **Owner**, 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.

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this Agreement without the prior written consent of the Owner. 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 Owner. The Owner may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of Owner. Upon approval of such assignment or sublease, Service Provider will not be relieved of future performance, liabilities, and obligations under this Agreement. Owner 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, 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 Owner 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

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

special consideration to any officials, trustees, or employees of the **Owner**, 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**.
- C. Should the **Owner** 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 **Owner**, 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

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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
- (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.

PROFESSIONAL SERVICES AGREEMENT

between GARVER, LLC

<u>ARVER,</u> And

THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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 **Owner** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Owner** 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 **Owner** hereby delegates to the City Manager and/or General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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

Service	Provider: Garver, LLC
By:	Mary Mack
Name:	Mary Elizabeth Mach
rvame	•
Title	Vice President

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT

between

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the G	Council and SIGNE	D by the Mayor of The City of Midwest City this
day of	, 2025.	
THE CITY OF MID		
MAYOR		
SARA HANCOCK, O	CITY CLERK	
REVIEWED for form	n and legality.	
DONALD D. MAISO	CH, CITY ATTORN	EY
APPROVED by the l	Midwest City Hospit	tal Authority and SIGNED by the Chairman this
day of	, 2025.	
MIDWEST CITY H	OSPITAL AUTHO	ORITY
CHAIRMAN		
SARA HANCOCK, S	SECRETARY	
REVIEWED for form	n and legality.	
DONALD D. MAISO	CH, ATTORNEY	
Professional Services	A greement with	GARVER

Page 18 of 19

PROFESSIONAL SERVICES AGREEMENT

between

GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Midwest City Mu	inicipal Authority and SIGNED by the Chairman this
day of	_, 2025.
MIDWEST CITY MUNICIPAL AUTI	HORITY
CHAIRMAN	
SARA HANCOCK, SECRETARY	
REVIEWED for form and legality.	
DONALD D. MAISCH, ATTORNEY	
APPROVED by the Midwest City Ec Chairman this day of	onomic Development Authority and SIGNED by the, 2025.
MIDWEST CITY ECONOMIC DEVE	ELOPMENT AUTHORITY
CHAIRMAN	
SARA HANCOCK, SECRETARY	
REVIEWED for form and legality.	
DONALD D. MAISCH, ATTORNEY	
Professional Services Agreement with	GARVER

Page 19 of 19

PROFESSIONAL SERVICES AGREEMENT between GARVER, LLC And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

ATTACHMENT "A" (SCHEDULE OF FEES)



Exhibit C City of Midwest City

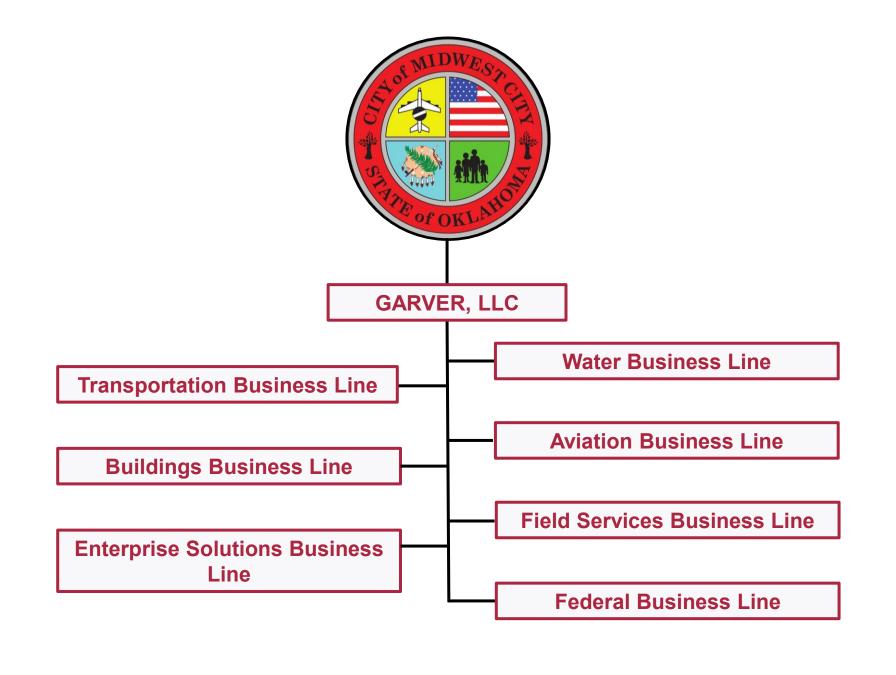
Master Service Agreement Garver Hourly Rate Schedule: January 2025 - June 2026

Engineers / Architects E-1 E-2 E-3	\$ 141.00	Resource Specialists	
E-1 E-2 E-3	\$ 141.00		
E-3		RS-1	\$ 113.00
	\$ 164.00	RS-2	\$ 149.00
	\$ 188.00	RS-3	\$ 211.00
E-4	\$ 220.00	RS-4	\$ 290.00
E-5	\$ 268.00	RS-5	\$ 362.00
E-6	\$ 329.00	RS-6	\$ 446.00
E-7	\$ 457.00	RS-7	\$ 498.00
Planners		Environmental Specialists	
P-1	\$ 170.00	ES-1	\$ 113.00
P-2	\$ 170.00	ES-2	\$ 142.00
P-3	\$ 265.00	ES-3	\$ 181.00
P-4	\$ 296.00	ES-4	\$ 214.00
P-5	\$ 333.00	ES-5	\$ 269.00
		ES-6	\$ 345.00
Designers		ES-7	\$ 431.00
D-1	\$ 128.00	ES-8	\$ 487.00
D-2	\$ 146.00		
D-3	\$ 174.00	Project Controls	
D-4	\$ 208.00	PC-1	\$ 115.00
D-5	\$ 256.00	PC-2	\$ 152.00
		PC-3	\$ 194.00
Technicians		PC-4	\$ 248.00
T-1	\$ 103.00	PC-5	\$ 303.00
T-2	\$ 124.00	PC-6	\$ 392.00
T-3	\$ 151.00	PC-7	\$ 491.00
T-4	\$ 195.00		
		Management / Administration	Φ 00.00
Surveyors	A 00.00	AM-1	\$ 82.00
S-1	\$ 63.00	AM-2	\$ 104.00
S-2	\$ 84.00	AM-3	\$ 145.00
S-3	\$ 113.00	AM-4	\$ 186.00
S-4	\$ 161.00	AM-5	\$ 227.00
S-5	\$ 203.00	AM-6	\$ 295.00
S-6	\$ 237.00	AM-7	\$ 378.00
S-7	\$ 280.00	M-1	\$ 552.00
S-8	\$ 353.00		
2-Man Crew (Survey)	\$ 244.00		
3-Man Crew (Survey)	\$ 305.00		
2-Man Crew (GPS Survey)	\$ 301.00		
3-Man Crew (GPS Survey)	\$ 374.00		
Construction Observation			
C-1	\$ 122.00		
C-2	\$ 152.00		
C-3	\$ 186.00		
C-4	\$ 240.00		
C-5	\$ 289.00		

PROFESSIONAL SERVICES AGREEMENT between GARVER, LLC And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

ATTACHMENT "B" (SERVICE PROVIDER'S TEAM)



PROFESSIONAL SERVICES AGREEMENT between GARVER, LLC And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

ATTACHMENT "C" (INSURANCE)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/4/2025

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).

	certificate does not confer rights t				-		-	require an endo	orsement	. A Sta	atement on
PRODUC					CONTAC NAME:	`T	Cathy Jones				
Step	phens Insurance, LLC				PHONE (A/C, No		501-377-8502	,	FAX (A/C, No):		
111 	Center Street, Suite 100 Rock, AR 72201				E-MAIL ADDRES	ss· k		stephens.com	(A/O, NO).		
Little	2 (100K, 74K 7220)				ADDITE				NAIC#		
www.st	ephensinsurance.com				INSURE			ompany (A++XV	')		25623
INSURE)				INSURE			ompany (zerzet	/		
	ver LLC				INSURE						
	SW 24th St., Suite 200 ore OK 73160				INSURE						
10100	NC 510 75100				INSURE						
					INSURE						
COVE	RAGES CER	TIFIC	CATE	NUMBER: 85619926				REVISION NUI	MBER:	'	
INDIC CERT EXCL	IS TO CERTIFY THAT THE POLICIES CATED. NOTWITHSTANDING ANY RE FIFICATE MAY BE ISSUED OR MAY LUSIONS AND CONDITIONS OF SUCH	QUIF PERT POLI	REMENTAIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF ANY	CONTRACT THE POLICIES EDUCED BY F	OR OTHER DESCRIBED PAID CLAIMS.	DOCUMENT WITH D HEREIN IS SU	H RESPEC	TO V	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	s	
A 🗸	COMMERCIAL GENERAL LIABILITY	1		P-630-1G052988-PHX-24	. 7	7/1/2024	7/1/2025	EACH OCCURREN	CE	\$2,000),000
	CLAIMS-MADE ✓ OCCUR							DAMAGE TO RENT PREMISES (Ea occ	ED urrence)	\$500,0	000
								MED EXP (Any one	person)	\$10,00)0
								PERSONAL & ADV	INJURY	\$1,000),000
GE	EN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGRE	GATE	\$4,000),000
	POLICY PRO- JECT LOC							PRODUCTS - COM	P/OP AGG	\$4,000),000
1	OTHER: -0- Deductible									\$	
AL	JTOMOBILE LIABILITY							COMBINED SINGLE (Ea accident)	= LIMI I	\$	
	ANY AUTO							BODILY INJURY (P	er person)	\$	
	OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (P	- 1	\$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAG (Per accident)	jΕ	\$	
			Ш							\$	
	UMBRELLA LIAB OCCUR							EACH OCCURREN	CE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$	
14/6	DED RETENTION \$		\vdash					DED	OTH.	\$	
AN	DRKERS COMPENSATION D EMPLOYERS' LIABILITY Y/N							PER STATUTE	OTH- ER		
OF	YPROPRIETOR/PARTNER/EXECUTIVE FICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDE		\$	
l lif v	andatory in NH) es, describe under							E.L. DISEASE - EA			
DĚ	SCRIPTION OF OPERATIONS below		\vdash					E.L. DISEASE - POI	LICY LIMIT	\$	
DESCRIP	PTION OF OPERATIONS / LOCATIONS / VEHICI	ES (A	ACORD	101, Additional Remarks Schedu	le, may be	attached if more	space is require	ed)			
RE: G	arver Project: 2401533										
CERTI	FICATE HOLDER				CANO	ELLATION					
	er Project: 2401533				5/110	AHON					
City of Midwest City 100 N. Midwest City 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.								
					AUTHOR	RIZED REPRESEI	NTATIVE /	andais i	1 1	, a	rl
				· ·	I		\Å;	NAME OF ASSESSED ASSESSEDA	14. 14		

Ted Grace

PROFESSIONAL SERVICES AGREEMENT

between GARVER, LLC

And

THE CITY OF MIDWEST CITY MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MIDWEST CITY MUNICIPAL AUTHORITY MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

ATTACHMENT "D" (FORM OF WORK ORDER)



This WORK ORDER ("Work Order") is made by and between the City of Midwest City, Oklahoma, (hereinafter referred to as "Owner") and Garver, LLC, (hereinafter referred to as "Garver") in accordance with and subject to the provisions of the PROFESSIONAL SERVICES AGREEMENT entered into between the parties on [Insert Effective Date] (the "Agreement").

Under this Work Order, the Owner intends to procure professional services for Groundwater Master Planning. These services will be delivered according to the schedule in Exhibit A.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

- 1.1 Notwithstanding anything in the Agreement to the contrary, Garver shall provide the following services ("Services") in accordance with the care and skill ordinarily exercised by members of Garver's profession as of the effective date of the Agreement, practicing under the same or similar circumstances:
 - 1.1.1 See attached Appendix A for Scope of Services.
 - 1.1.2 Notwithstanding anything in the Agreement to the contrary, Garver shall provide its Services as expeditiously as is prudent considering the industry standard of care, and in no event shall Garver be subject to delay damages.
 - 1.1.3 Garver shall indemnify and hold harmless the Owner from and against any and all third-party claims for bodily injury (including death) and tangible property damage to the extent such claims are caused by Garver's or its personnel's negligent performance of the Services. Notwithstanding anything in the Agreement to the contrary, the indemnity set forth in this Work Order, Section 1.1.3, is Garver's sole indemnity obligation in relation to the Services.
- 1.2 In addition to those obligations set forth in the Agreement, Owner shall:
 - 1.2.1 Give thorough consideration to all documents and other information presented by Garver and inform Garver of all decisions within a reasonable time so as not to delay the Services.
 - 1.2.2 Make provision for the personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
 - 1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.
 - 1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
 - 1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the project property.
 - 1.2.6 Pay all plan review and advertising costs in connection with the project.
 - 1.2.7 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
 - 1.2.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.

- 1.2.9 Furnish Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Owner has contracted with, on Owner's behalf for the project specific requested information.
- 1.3 Notwithstanding anything in the Agreement to the contrary, to the fullest extent allowed under applicable law, neither party (including its subconsultants, agents, assignees, affiliates, and vendors) shall be liable to the other for any special, consequential, indirect, punitive, exemplary, or incidental damages of any kind regardless of the cause or action, and Garver's (including its subconsultants, agents, assignees, affiliates, and vendors) total aggregate liability under the Agreement shall be limited to 100% of the fee received by Garver under the approved work order giving rise to the liability, regardless of the cause or action (including negligence of any kind or character).

SECTION 2 – PAYMENT

For the Services set forth above, Owner will pay Garver as follows:

Task	FEE AMOUNT	FEE TYPE
TOTAL FEE		

The lump sum amount to be paid under this Work Order is \$XXXX. For informational purposes, a breakdown of Garver's estimated costs is included herein with approximate current hourly rates for each employee classification.

Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about July 1, 2026

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2026.

SECTION 3 – APPENDICES

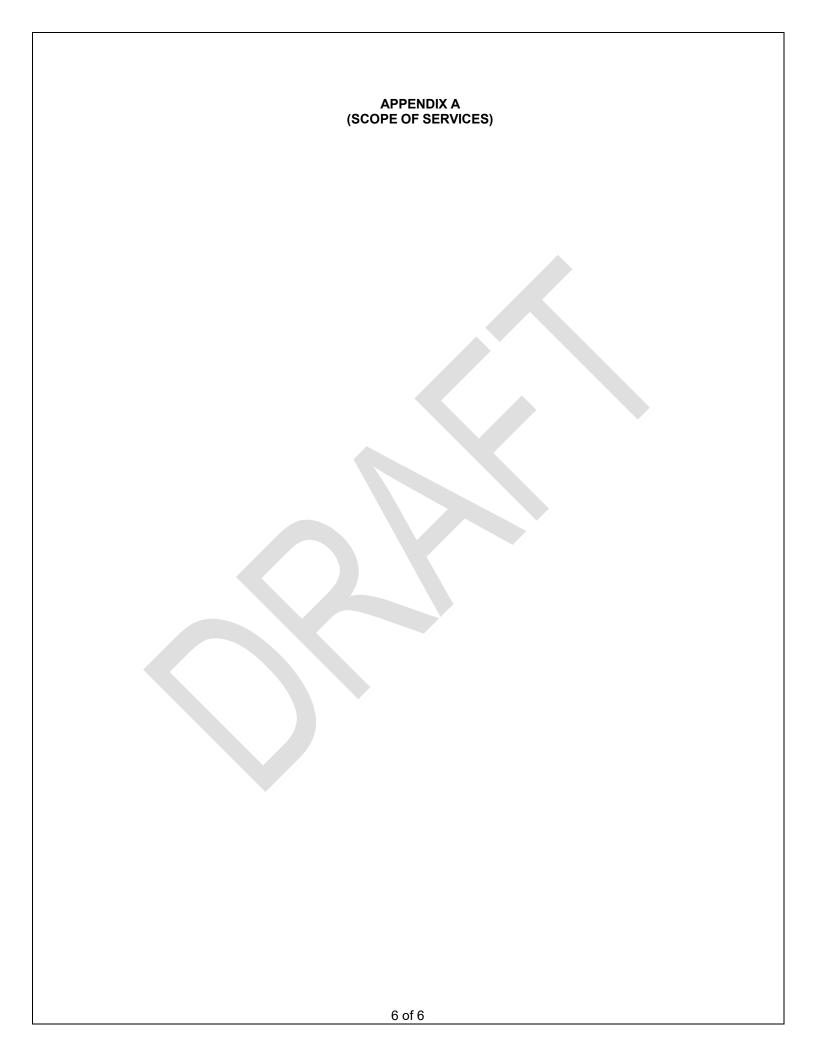
- 3.1 The following Appendices are attached to and made a part of this Work Order:
 - 3.1.1 Appendix A Scope of Services

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Notwithstanding anything in the Agreement to the contrary, if there is a conflict between the provisions of this Work Order, the Agreement, and/or any Appendices hereto, such conflict shall be governed in the following order of priority and precedence, unless explicitly amended within the Work Order by the Parties: this Work Order; the Agreement; any Appendices.

The effective date of this Work Order shall be the last date written below.

MIDWEST CITY			R, LLC
Ву:	Signature	Ву:	Signature
Name:	Printed Name	Name:	Printed Name
Title:		Title: _	
Date: _		Date: _	
Attest:		Attest:	





PUBLIC DISCUSSION



EXECUTIVE SESSION



City Manager 100 N. Midwest Boulevard Midwest City, OK 73110

tlyon@midwestcityok.org Office: 405.739.1201 www.midwestcityok.org

MEMORANDUM

TO:	Honorable Mayor	and Councilmembers

FROM: Tim Lyon, City Manager

DATE: June 24, 2025

SUBJECT: 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.

Appropriate information will be provided during the Executive Session.

Regards		
Tim L. Lyon		
Tim Lyon City Manager		