



## CITY OF MIDWEST CITY MEETINGS FOR April 22, 2025

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

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

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

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

For the purposes of all meetings of the MWC elected and/or appointed officials, the term "possible action" shall mean possible adoption, rejection, amendments, postponements, and/or recommendations 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

April 22, 2025 – 6:00 PM

Presiding members: Mayor Matthew Dukes

Ward 1 Susan Eads

Ward 3 Rita Maxwell

Ward 5 Sara Bana

Ward 2 Pat Byrne

Ward 4 Marc Thompson

Ward 6 Rick Favors

City Staff:

City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. **CALL TO ORDER.**

B. **OPENING BUSINESS.**

- Invocation by Assistant City Manager Vaughn Sullivan
- Pledge of Allegiance by High School ROTC Cadets
- Mayoral Proclamations:
  - National Arbor Day
  - Fair Housing Month, National Animal Control Officer Week
  - National Public Safety Telecommunications Week
  - Back to Glory: CAHS Boys Swimming Team's 2025 State Championship
  - Rising to the Challenge: Carl Albert Girls Swim Team, 2025 State Runner-up
- Community-related announcements and comments

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

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

revenues/Intergovernmental (42) \$175,279; expenditures/Transfers Out (41) \$175,279; revenues/Intergovernmental (61) \$107,797; expenditures/Transfers Out (61) \$107,797; revenues/Intergovernmental (72) \$250,943; expenditures/Transfers Out (72) \$250,943. General Gov't Sales Tax Fund, revenues/Transfers In (09) \$541,534; expenditures/Street Department (09) \$541,534. 2002 G.O. Street Bond Fund, expenditures/Transfers Out (00) \$47,392. Capital Improvements Fund, revenues/Transfers In (00) \$47,392. 04/22/25 Decrease: 2002 G.O. Street Bond Fund, expenditures/Street Bond (69) \$42,893. (Finance - T. Cromar)

3. Discussion, consideration, and possible action regarding renewing a contract for a Stop Loss Policy with HCC Life Insurance Company through Stealth Partner Group, LLC, to provide and administer specific and aggregate stop loss coverage for the Employee Health Benefits Plan for the fiscal year 2025-2026 at the rate of \$8.26 per employee per month for an annual attachment point of \$11,817,725.04 and \$115.12 per employee per month for a specific attachment point of \$150,000 per covered person. (Human Resources - T. Bradley)
4. Discussion, consideration, and possible action to submit the Midwest City official votes for 1) Incumbent, Lindsey Grigg-Moak, City Clerk of El Reno, and 2) Incumbent, Vickie Patterson, City Manager of Broken Bow to serve on the Oklahoma Municipal Assurance Group Board. (City Manager - T. Lyon)
5. Discussion, consideration, and possible action regarding the health premiums for the fiscal year 2025-26 in amounts necessary to cover the projected expenditures and for the Employee Health Fund to be actuarially sound, and the adoption of the Employee Life and Health Committee recommendations for the Health Plan. (Human Resources - T. Bradley)
6. Discussion, consideration and possible action of appointing six of the nine members to the newly created Trades' Advisory Board for a three (3) year term commencing on May 1, 2025 through April 30, 2028. (D. Maisch – City Attorney).
7. Discussion, consideration, and possible action of 1) reappointing the following list of Municipal Judges, consisting of David Howell, Joanne Horn, Lorenzo Banks and Joel Porter; and 2) reappointing Farley Ward as an alternative. (City Manager - T. Lyon)
8. Discussion, consideration, and possible action of declaring eight (8) thermal image cameras as surplus and authorizing disposal by public auction, sealed bid or other means as necessary, but to be restricted to emergency services or related buyers. (Fire Chief - D. Beabout)
9. Discussion, consideration and possible action declaring the attached Street Department list of items as surplus and authorizing disposal by public auction, sealed bid or by other means as necessary. (Public Works - R. Paul Streets)
10. Discussion, consideration, and possible action declaring a Savin MPC4503 copier as surplus and authorizing disposal by public auction, sealed bid, or other means as necessary. (City Clerk - S. Hancock)

11. Discussion, consideration, and possible action to declare (5) 2014 Chevrolet Caprices and their contents, as surplus and authorizing disposal by public auction, sealed bid or other means necessary. (Police - G. Wipfli)
12. Discussion, consideration, and possible action of 1) declaring various computer equipment and other miscellaneous items of City property as obsolete, defective, or replaced; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary. (Information Technology - A. Stephenson)

D. DISCUSSION ITEMS.

1. (PC-2211) Public hearing, discussion, consideration, and possible action to consider approval of the Preliminary Plat of Element Office Park for the property described as a part of the Southeast Quarter (SE/4) of Section Six (6), Township Eleven (11) North, Range One (1) West of the Indian Meridian in Oklahoma County, Oklahoma located at 10505 SE 15th Street, Midwest City, Oklahoma. (Community Development- M. Summers)
2. (PC-2212) Public hearing, discussion, consideration, and possible action to consider approval of the Preliminary Plat of Element for the property described as A tract or parcel located in the Northeast Quarter (NE/4) of Section Seven (7), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma. (Community Development- M. Summers)
3. Discussion, consideration and possible action of approving amendments to the City of Midwest City's City Council Candidate Questionnaire. (D. Maisch – City Attorney).
4. Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 42, Trees; Article II, Tree Board, Sections: 42-24, Members; 42-25, Officers; 42-26, Standing Committees; 42-27, Meetings required; 42-29, Reserved; 42-30, General powers; 42-31, Duties and responsibilities; 42-32, Entry powers; 42-38, Reserved; 42-39, Reserved; and providing for a repealer, and severability. (D. Maisch – City Attorney).
5. Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration; Article VII, Traffic and Safety Commission; Sections: 2-94, Appointment of members; 2-95, Term of membership; 2-96, Officers terms; 2-97, Meetings; 2-99, Removal of members for absences; 2-101, Reserved; 2-102, Reserved; 2-103, Reserved; and providing for a repealer, and severability. (D. Maisch – City Attorney).



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

F. FURTHER INFORMATION.

1. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager for March 2025. (Human Resources - T. Bradley)
2. Review of the March 4, 2025 Planning Commission Meeting Minutes. (Community Development - M. Summers)
3. Review of the January 16, 2024 Board of Adjustment Meeting Minutes. (Community Development - M. Summers)
4. Review of the Communications & Marketing / CVB report for the 1st quarter, period ending March 31, 2025 (J. Ryan - Communications & Recreation Director)
5. Review of the City Manager's Report for the month of March 2025. (Finance - T. Cromar)

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

## **Midwest City Council Minutes**

**March 25, 2025**

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

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

Ward 1 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		City Attorney Don Maisch

Absent: Ward 6 Rick Favors

OPENING BUSINESS. The Invocation was given by Assistant City Manager Vaughn Sullivan. The Pledge of Allegiance was led by High School ROTC Cadets Cazares, Henson, Snow and Apple. The Mayor presented Proclamation to Gene Holland. City Manager Lyon, Council and Staff made community-related announcements and comments.

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

1. Discussion, consideration and possible action to approve February 25, 2025 minutes.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2024-2025, increase: Park & Recreation Fund, revenue/Charges for Services (20) \$25,000; expenditures/Communications (20) \$25,000. Reimbursed Projects Fund, expenditures/Neighborhood Services (15) \$15,000. Activity Fund, revenue/Miscellaneous (78) \$5,000; expenditures/Recreation (78) \$5,000.
3. Discussion, consideration, and possible action of making a matter of record Permit No. WL000055240752 from the State Department of Environmental Quality for the CNP New West Elementary School Water Line Improvements, Midwest City, Oklahoma.
4. Discussion, consideration, and possible action of making a matter of record Permit No. SL000055240894 from the State Department of Environmental Quality for the N.E. 23rd Street and Midwest Boulevard Sanitary Sewer Improvements, Midwest City, Oklahoma.

5. Discussion, consideration and possible action of approving Resolution 2025-11 between the City of Midwest City and Oklahoma County for the purpose of adopting a partnership for a Hazard Mitigation Plan where the City of Midwest City will accept the Plan developed by the County as outlined in Section 9 of the Oklahoma County Hazard Mitigation Plan 2024 Update.
6. Discussion, consideration, and possible action of the acceptance of maintenance bonds from Arrow Contracting & Utilities, LLC in the amount of \$11,621.70 and \$14,297.10 respectively.
7. Discussion, consideration, and possible action of the acceptance of maintenance bonds from Turning Point Industries, Inc. in the amount of \$24,415.00 respectively.
8. Discussion, consideration, and possible action of the approval of Change Order 3 for the 2018 Bond Asphalt Phase 4 project with Silver Star Construction Co., Inc. in the decreased amount of \$5,725.62 respectively.
9. 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.

#### DISCUSSION ITEMS.

1. **Public hearing with discussion, consideration, and possible action to approve a resolution declaring the structure(s) located at 820 Askew Dr. a dilapidated building(s) as defined in Midwest City Ordinance “Section” 9-3 and abatement accordingly to the Municipal Code and setting dates to demolish and remove the structure(s) from the site.**

Stroh addressed the council. After Council and Staff discussion, Eads made a motion to approve Resolution 2025-12, seconded by Byrne. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: None. Absent: Favors. Motion Carried.

2. **(PC-2204) Public hearing, discussion, consideration, and possible action on an ordinance to redistrict from Planned Unit Development (“PUD”), to Simplified Planned Unit Development (“SPUD”) for the property described as a tract of land located in the Northeast Quarter (NE/4) of Section Eleven (11), Township Eleven (11) North, Range Two (2) West, I.M., Block Four (4), Lots One (1) through Six (6) in Midtown Office Park Section II, Midwest City, Oklahoma County, Oklahoma, located at 1644-1650-1656-1662-1668-1674 Midtown Place, Midwest City, Oklahoma.**

Summers addressed the council. After Council and Staff discussion, Byrne made a motion to approve Ordinance 3587, seconded by Eads. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: None. Absent: Favors. Motion Carried.

- 3. (PC-2208) Public hearing, discussion, consideration, and possible action to consider approval of the Final Plat of Eagle Landing for the property described as a tract of land lying in the Southeast Quarter (SE/4) of Section Six (6), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma.**

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

- 4. (MP-00020) Public hearing, discussion, consideration, and possible action of approval of the Minor Plat of Sooner Rose II 2nd Addition for the property described as all of Lot Two (2) in Block Two (2) of Sooner Rose II Addition, an addition to the City of Midwest City, Oklahoma County, Oklahoma, according to the recorded plat thereof.**

Summers and Coleman addressed the council. After Council and Staff discussion, Thompson made a motion to approve the Minor Plat, seconded by Byrne. Voting Aye: Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: Eads. Absent: Favors. Motion Carried.

- 5. (PC-2206) Public hearing, discussion, consideration, and possible action on an ordinance to redistrict from Planned Unit Development (“PUD”) to Medium Density Residential District (“R-MD”), for the property described as a tract of land located in the West Half (W/2) of the West Half (W/2) of the Northwest Quarter (NW/4) of Section Twenty-Five (25), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 2222 N. Douglas Blvd., Midwest City, Oklahoma.**

Summers, Gina Johnson of 9013 NE 19<sup>th</sup> St, and Eric Masset, Commercial Real Estate Broker, addressed the council. After discussion, Bana made a motion to reject the ordinance, seconded by Maxwell. Voting Aye: Byrne, Maxwell, Thompson, Bana and Dukes. Nay: Eads. Motion carried.

- 6. (PC-2207) Public hearing, discussion, consideration, and possible action to consider a Special Use Permit (SUP) to allow Eating Establishments: Sit-Down, Alcoholic Beverages Permitted in the (C-3) Community Commercial District for the property described as a part of the Northeast Quarter (NE/4) of Section Nine (9), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 2113 S. Air Depot Blvd.**

Summers, Chief Wipfli, Attorney Todd Waddell, and Maisch, addressed the council. After Council and Staff discussion, Eads made a motion to deny SUP, seconded by Byrne. Voting Aye: Eads, Byrne, and Dukes. Nay: Maxwell, Thompson, and Bana. Absent: Favors. Motion failed.

Maxwell made a motion to table the matter, seconded by Bana. Voting Aye: Maxwell, Thompson and Bana. Nay: Eads, Byrne and Dukes. Absent: Favors. Motion Failed.

Maisch and Rick Rice addressed the Council. After Staff and Council discussion, Byrne made a motion to approve the SUP, seconded by Eads. Voting Aye: Maxwell and Bana. Nay: Eads, Byrne, Thompson and Dukes. Absent: Favors. Motion Failed.

**7. Discussion, consideration, and possible action of awarding the bid to and approving a contract with Innovative Mechanical for \$245,000 to replace HVAC equipment AHU7 and AHU11 at City Hall, with the project expected to be completed in 220 Calendar Days. The City Council authorizes the City Manager to sign and execute the contract.**

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

**8. Discussion, consideration, and possible action of awarding a bid to and approving a contract with Aquatic Renovation Systems, Inc. (RenoSys), in an amount not to exceed \$237,135.00 for the installation of new liner systems in the large and small pools at Reno Swim & Slide.**

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

**9. Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 12, Community Center And Senior Center; Article I, In General; Section 12-2, Deposit; Section 12-17, Services Furnished By City; Permittee Required to Hire And Pay Employees; Section 12-23, Security To Be Furnished; Section 12-26, Sale of Alcoholic Beverages and/or Beer; Article II, Rental Rates and Charges; Section 12-40, Classification and Time Of Usage For Community Center; Section 12-41, Rental Fees; Section 12-45, What Rent Includes; Section 12-46, Holding Reservations; Section 12-47, Refund of Deposits; Section 12-49, Charges for Special Facilities and Extra Services; Section 12-59, Move-In, Move-Out Time; Rates; Section 12-60, Overtime Use – Fees; Approval by City Required; and Section 12-62, Advanced Bookings; and Providing for Repealer and Severability.**

Ryan addressed the council. After Council and Staff discussion, Eads made a motion to approve Ordinance 3588, seconded by Maxwell. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: None. Absent: Favors. Motion Carried.

**10. Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 38 Subdivision Regulations, Article VII, Relief from Subdivision Standards, Section 38-62, Fees Subsection 38-62.4, Computation of Fees; and providing for a repealer, and severability.**

Maisch addressed the council. After Council and Staff discussion, Eads made a motion to approve Ordinance 3589, seconded by Byrne. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: None. Absent: Favors. Motion Carried.

**11. Discussion, consideration and possible action approving an ordinance amending the Midwest City Municipal Code, Chapter 9, Building and Building Regulations, Article I, In General, Section 9-7, Code amended – International Residential Code; Chapter 20, Housing Code, Article I, Existing Structures, Section 20-2, Code amended; and providing for a repealer, and severability.**

Maisch addressed the council. After Council and Staff discussion, Eads made a motion to approve Ordinance 3590, seconded by Byrne. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: None. Absent: Favors. Motion Carried.

**12. Discussion, consideration and possible action of approving an Ordinance amending the Midwest City Municipal Code, Chapter 9 Building and Building Regulations; Article I, In General; Sections 9-6, Code Amended – International Building Code; 9-7 Code Amended – International Residential Code; and Section 9-48, Reserved; Article II, Building; Division 3, Permits and Inspections, Section 9-88, Appeals; Article III, Electrical; Division 3, Permits and Inspections, Section 9-159, Appeals; Article IV, Mechanical; Division 3, Permits and Inspections; Section 9-228, Appeals; Article V, Fuel Gas; Division 3, Permits and Inspections; Section 9-294, Appeals; Article VI, Plumbing; Division 3, Permits and Inspections; Section 9-344, Appeals; Chapter 15, Fire Protection and Prevention; Article III, Fire Prevention Codes and Standards; Division 3, NFPA National Fire Codes; Section 15-65, Appeals; and Repealing and Placing into Reserve Sections 9-115 thru 9-120, 9-185 thru 9-190 and 9-255 thru 9-260; providing for Repealer and Severability and establishing a process for future action on Boards, Committees and Commissions.**

Maisch addressed the council. After Council and Staff had discussion, Eads made a motion to approve Ordinance 3591, seconded by Bana. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: None. Absent: Favors. Motion Carried.

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

FURTHER INFORMATION.

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

ADJOURNMENT.

There being no further business, Mayor Dukes adjourned the meeting at 7:34 PM

ATTEST:

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

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





**Finance Department**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
[tcromar@midwestcity.org](mailto:tcromar@midwestcity.org)  
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[www.midwestcityok.org](http://www.midwestcityok.org)

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: April 22, 2025

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2024-2025, increase: Reimbursed Projects Fund, revenues/Intergovernmental (15) \$1,000; expenditures/Neighborhood Services (15) \$1,000. Park & Recreation fund, expenditures/Park & Recreation (06) \$75,000. Reimbursed Projects Fund, revenues/Intergovernmental (64) \$6,338; expenditures/Fire (64) \$6,338. Interservice Fund, revenues/Miscellaneous (00) \$15,826; expenditures/Fleet Maintenance (25) \$15,826. Grants Fund, revenues/Intergovernmental (25) \$62,500; expenditures/Transfers Out (25) \$62,500; revenues/Intergovernmental (41) \$80,000; expenditures/Transfers Out (41) \$80,000; revenues/Intergovernmental (43) \$107,500; expenditures/Transfers Out (43) \$107,500. Interservice Fund, revenues/Transfers In (00) \$62,500; expenditures/Fleet Maintenance (25) \$62,500. Grants Fund, revenues/Intergovernmental (09) \$541,534; expenditures/Transfers Out (09) \$541,534; revenues/Intergovernmental (41) \$509,496; expenditures/Transfers Out (41) \$509,496; revenues/Intergovernmental (42) \$175,279; expenditures/Transfers Out (41) \$175,279; revenues/Intergovernmental (61) \$107,797; expenditures/Transfers Out (61) \$107,797; revenues/Intergovernmental (72) \$250,943; expenditures/Transfers Out (72) \$250,943. General Gov't Sales Tax Fund, revenues/Transfers In (09) \$541,534; expenditures/Street Department (09) \$541,534. 2002 G.O. Street Bond Fund, expenditures/Transfers Out (00) \$47,392. Capital Improvements Fund, revenues/Transfers In (00) \$47,392. Decrease: 2002 G.O. Street Bond Fund, expenditures/Street Bond (69) \$42,893.

The first supplement is needed to budget the Spark Good Grant from Wal-Mart to be used for annual food drive. The second supplement is needed to budget additional expenditures for the tennis courts at Regional Park. The third supplement is needed to budget FY 24-25 Intra-City Hospital Authority Grants in Reimbursed Projects Fund. The fourth supplement is needed to budget for the purchase of an emergency generator. The fifth supplement is needed to budget for the ARPA SLFRF Grant revenues and transfers out to Interservice, Sanitation and Wastewater Funds for expenditures related to the purchase of emergency generators. The sixth supplement is needed to budget the transfer in from the Grant Fund from the ARPA SLFRF Grant and expenditures relating to the purchase of emergency generators. The seventh supplement is needed to budget the DEQ OnRoad2 Grant revenue and transfers out to Street Department, Sanitation, Water, Stormwater and Capital Drainage Imp. for expenditures to replace vehicles. The eighth supplement is needed to budget the transfer in of DEQ OnRoad2 Grant revenue from Grants Fund and expenditures related to replacing vehicles. The ninth and tenth budget supplement is needed to budget the transfer of residual fund balance in 2002 G.O. Street Bond Fund to Capital

Improvements Fund in order to close out 2002 G.O. Street Bond Fund. The eleventh budget supplement is needed to eliminate budget in 2002 G.O. Street Bond Fund in order to close the Fund.

*Tiatia Cromar*

Tiatia Cromar  
Finance Director

## SUPPLEMENTS

April 22, 2025

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
15	Intergovernmental	1,000			
15	Neighborhood Services			1,000	
		<u>1,000</u>	<u>0</u>	<u>1,000</u>	<u>0</u>
<b>Explanation:</b> To budget Spark Good Grant from Wal-Mart to be used for annual food drive.					

Fund PARK & RECREATION (123)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
06	Park & Recreation			75,000	
		<u>0</u>	<u>0</u>	<u>75,000</u>	<u>0</u>
<b>Explanation:</b> To budget for additional expenditures for the tennis courts at Regional Park. Funding to come from fund balance.					

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
64	Intergovernmental	6,338			
64	Fire			6,338	
		<u>6,338</u>	<u>0</u>	<u>6,338</u>	<u>0</u>
<b>Explanation:</b> To budget FY 24-25 Intra-City Hospital Authority Grants in Reimbursed Projects Fund.					

## SUPPLEMENTS

**April 22, 2025**

Fund INTERSERVICE FUND (080)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Miscellaneous	15,826			
25	Fleet Maintenance			15,826	
		<u>15,826</u>	<u>0</u>	<u>15,826</u>	<u>0</u>
<b>Explanation:</b> To budget for purchase of emergency generator. Funding to come from surplus property proceeds.					

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
25	Intergovernmental	62,500			
25	Transfers Out			62,500	
41	Intergovernmental	80,000			
41	Transfers Out			80,000	
43	Intergovernmental	107,500			
43	Transfers Out			107,500	
		<u>250,000</u>	<u>0</u>	<u>250,000</u>	<u>0</u>
<b>Explanation:</b> To budget ARPA SLFRF Grant revenue and transfer out to Interservice, Sanitation and Wastewater Funds for expenditures related to the purchase of emergency generators.					

Fund INTERSERVICE FUND (080)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	62,500			
25	Fleet Maintenance			62,500	
		<u>62,500</u>	<u>0</u>	<u>62,500</u>	<u>0</u>
<b>Explanation:</b> To budget transfer in of ARPA SLFRF Grant revenue from Grants Fund and expenditures related to the purchase of emergency generators.					

# SUPPLEMENTS

April 22, 2025

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
09	Intergovernmental	541,534			
09	Transfers Out			541,534	
41	Intergovernmental	509,496			
41	Transfers Out			509,496	
42	Intergovernmental	175,279			
42	Transfers Out			175,279	
61	Intergovernmental	107,797			
61	Transfers Out			107,797	
72	Intergovernmental	250,943			
72	Transfers Out			250,943	
		<u>1,585,049</u>	<u>0</u>	<u>1,585,049</u>	<u>0</u>
<b>Explanation:</b> To budget DEQ OnRoad2 Grant revenue and transfer out to Street Department, Sanitation, Water, Stormwater and Capital Drainage Imp for expenditures to replace vehicles.					

Fund GENERAL GOV'T SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
09	Transfers In	541,534			
09	Street Department			541,534	
		<u>541,534</u>	<u>0</u>	<u>541,534</u>	<u>0</u>
<b>Explanation:</b> To budget transfer in of DEQ OnRoad2 Grant revenue from Grants Fund and expenditures related to replacing vehicles.					

Fund 2002 G.O. STREET BOND (269)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers Out			47,392	
		<u>0</u>	<u>0</u>	<u>47,392</u>	<u>0</u>
<b>Explanation:</b> To budget transfer of residual fund balance in 2002 G.O. Street Bond Fund to Capital Improvements Fund in order to close out 2002 G.O. Street Bond Fund.					

## SUPPLEMENTS

April 22, 2025

Fund CAPITAL IMPROVEMENTS (157)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	47,392			
		<u>47,392</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Explanation:</b> To budget transfer of residual fund balance in 2002 G.O. Street Bond Fund to Capital Improvements Fund in order to close out 2002 G.O. Street Bond Fund.					

Fund 2002 G.O. STREET BOND (269)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
69	Street Bond				42,893
		<u>0</u>	<u>0</u>	<u>0</u>	<u>42,893</u>
<b>Explanation:</b> To eliminate budget in 2002 G.O. Street Bond Fund in order to close the Fund.					



**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:** April 22, 2025

**RE:** Discussion, consideration, and possible action regarding renewing a contract for a Stop Loss Policy with HCC Life Insurance Company, through Stealth Partner Group, LLC, to provide and administer specific and aggregate stop loss coverage for the Employee Health Benefits Plan for the fiscal year 2025-2026 at the rate of \$8.26 per employee per month for an annual attachment point of \$11,817,725.04 and \$115.12 per employee per month for a specific attachment point of \$150,000 per covered person.

---

Attached is a copy of an agreement and services contract with HCC Life Insurance Company and Stealth Partner Group to provide and administer stop loss coverage for the Employee Health Benefits Plan for the fiscal year 2025-2026. The City of Midwest City Life and Health Committee unanimously recommends remaining with HCC as our stop loss carrier.

HCC's stop loss policy renewal this year has a lower factor for the aggregate attachment point (120% of expected claims instead of 125%) and the same specific benefit as the current contract (\$150,000 deductible per member).

The rates in this agreement reflect an increase in fees over last year of \$3.17 PEPM for the aggregate attachment point, a larger than normal increase. There is an increase of \$5.82 PEPM for the specific attachment point year-over-year, which was negotiated down from the original renewal quote. It needs to be noted that there is still a \$2.00 PEPM fee that BCBS will charge as our TPA to continue to carve out the stop loss policy. Overall, staff felt that this renewal was very competitive and the best option for the health plan.

Thank you,

Troy Bradley, Human Resources Director

STOP LOSS INSURANCE  
**HCC LIFE INSURANCE COMPANY**  
Three Town Park Commons, 225 TownPark Drive, Suite 350  
Kennesaw, Georgia 30144 (800-447-0460)

**APPLICATION**

<b>1. Full Legal Name of Applicant and Address:</b> City of Midwest City 100 N Midwest Blvd Midwest City, OK 73110 Telephone No.:	<b>2. Applicant is a/an</b> (check one): <input checked="" type="checkbox"/> Single Employer Plan <input type="checkbox"/> Student Plan <input type="checkbox"/> Union or Taft Hartley Plan <input type="checkbox"/> Association Plan or MEWA <input type="checkbox"/> Other:
<b>3. Policy Period:</b> Effective Date: 07/01/2025      Expiration Date: 06/30/2026	
<b>4. Full Legal Name of Affiliates, Subsidiaries and other major locations to be included in coverage:</b>  Address of Affiliates or Subsidiaries: <input checked="" type="checkbox"/> None <input type="checkbox"/> See attached listing	
<b>5. Nature of Business of the Applicant to be Insured:</b> Executive Offices	<b>6. Contact Person at Applicant:</b>
<b>7. Enter full name of the Medical Benefit Plan(s):</b> City of Midwest City Medical Benefit Plan A signed copy of such Medical Benefit Plan(s) will form part of this contract.	
<b>8. Name and Address of Claims Administrator:</b> Blue Cross Blue Shield of Oklahoma 3401 NW 63rd St. Oklahoma City, OK 73116	
<b>9. Agent of Record:</b> Stealth Partner Group, LLC	
<b>10. Estimated Initial Enrollment:</b> Composite: 594 Total Covered Units: 594	
<b>11. Retirees Covered:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>12. The Utilization Review vendor will be:</b> Blue Cross Blue Shield - UR	
<b>13. Deposit Premium</b> (Minimum of first month's estimated premium): \$ 73,287.72 Please review the deposit premium on the Monthly Premium Accounting Worksheet.	
<b>14. SPECIFIC STOP LOSS INSURANCE:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No A. Covered Expenses Paid under the Medical Benefit Plan for the following Plan Benefits are covered for Specific Stop Loss Insurance (not included unless checked): <input checked="" type="checkbox"/> Medical <input checked="" type="checkbox"/> Prescription Drug Card <input type="checkbox"/> Prescription Drugs Under Medical <input type="checkbox"/> Other:  B. Specific Deductible in each Policy Period per Covered Person: \$150,000  C. Contract Basis: Paid Covered Expenses Incurred no earlier than 12 months prior to the Original Effective date of the policy, and Paid from 07/01/2025 through 06/30/2026.  <b>If a claim is eligible under two different Contract Bases, it may only be filed for reimbursement in the earliest Contract Basis under which it is eligible.</b>  D. Specific Policy Period Reimbursement Maximum per Covered Person: Unlimited  E. Monthly Specific Premium Rates: Composite: \$115.12  F. Specific Percentage Reimbursable: 100%  G. Specific Terminal Liability Option: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specific Terminal Liability Option premium per Covered Person per month:	



**15. AGGREGATE STOP LOSS INSURANCE:** ☒ Yes ☐ No

A. Covered Expenses Paid under the Medical Benefit Plan for the following Plan Benefits are covered for Aggregate Stop Loss Insurance (not included unless checked):

☒ Medical ☐ Dental ☐ Weekly Income ☐ Vision ☒ Prescription Drug Card  
☐ Prescription Drugs Under Medical ☐ Other:

B. Minimum Annual Aggregate Deductible: \$11,817,725.04  
(Subject to the Definition of Minimum Annual Aggregate Deductible in the Policy)

C. Contract Basis: Paid  
Covered Expenses Incurred no earlier than 12 months prior to the Original Effective date of the policy, and Paid from 07/01/2025 through 06/30/2026.

**If a claim is eligible under two different Contract Bases, it may only be filed for reimbursement in the earliest Contract Basis under which it is eligible.**

D. Aggregate Policy Period Reimbursement Maximum: \$1,000,000

E. Monthly Aggregate Factors:

Monthly Factors	Combined	Medical	Dental	Weekly Income	Vision	Prescription Drugs
Composite	\$1,657.93					

F. Aggregate Percentage Reimbursable: 100%

G. Loss Limit: \$150,000  
For the purposes of Aggregate Stop Loss Insurance, the Loss Limit is the maximum amount of Covered Expenses Incurred by each Covered Person, which can be used to satisfy the Annual Aggregate Deductible.

H. Monthly Deductible Advance Reimbursement Option: ☐ Yes ☒ No

I. Aggregate Terminal Liability Option: ☐ Yes ☒ No

J. Aggregate Premium:

- ☐ Annual Premium payable in advance for Policy Period:
- ☒ Monthly Premium rate per Covered Unit: Composite: \$8.26
- ☐ Monthly Deductible Advance Reimbursement premium per Covered Unit per month:
- ☐ Aggregate Terminal Liability Option premium per Covered Unit per month:

**SPECIAL LIMITATIONS:**

It is understood and agreed by the Applicant that:

1. The Applicant is financially sound, with sufficient capital and cash flow to accept the risks inherent in a "self-funded" health care plan, and
2. The Claims Administrator retained by the Applicant will be considered the Applicant's agent, and not the Company's agent, and
3. All documentation requested by the Company must be received within 90 days of the Policy effective date, is subject to review by the Company and may require adjustment of rates, factors, and / or Special Limitations to accommodate for abnormal risks, and
4. The Stop Loss Insurance applied for herein will not become effective until accepted by the Company, and
5. Premiums are not considered paid until the premium check is received by the Company, is paid according to the rates set forth in the Application, and all items required to issue the Policy have been returned to the Company. Premiums are subject to refund should any outstanding policy requirement not be met within 90 days of the Policy's effective date, and
6. This Application will be attached to and made a part of the Policy issued by the Company, and
7. The Medical Benefit Plan(s) attached shall be the basis of any Stop Loss Insurance provided by the Company and such Medical Benefit Plan(s) conforms with all applicable State and Federal statutes, and
8. Any reimbursement under the Stop Loss Insurance provided by the Company shall be based on Covered Expenses Paid by the Applicant in accordance with the Medical Benefit Plan(s) attached hereto, and
9. After diligent and complete review, the representations made in this Application, the disclosures made, and all of the information provided for underwriters to evaluate the risk, are true and complete.

**FRAUD STATEMENT:**

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Full Legal Name of Applicant: City of Midwest City

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Officer / Partner Signature (print name)

\_\_\_\_\_  
Licensed Agent Signature (print name)

**For HCC Life Insurance Company Use Only: ACCEPTANCE**

Accepted on behalf of the Company, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Policy No.: \_\_\_\_\_



**City Manager**

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

## MEMORANDUM

To: Honorable Mayor and Council

From: Tim Lyon, City Manager

Date: April 22, 2025

Subject: Discussion, consideration, and possible action to submit the Midwest City official vote for 1) Incumbent, Lindsey Grigg-Moak, City Clerk of El Reno, and 2) Incumbent, Vickie Patterson, City Manager of Broken Bow to serve on the Oklahoma Municipal Assurance Group Board.

---

Midwest City is a member of Oklahoma Municipal Assurance Group (OMAG) and participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan; therefore, we have voting privileges for the Board members.

I am recommending that the Council vote to keep Mike and Craig on the Board as they have proven to be effective knowledgeable members to the Board with their many years of experience.

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

# BALLOT

## OKLAHOMA MUNICIPAL ASSURANCE GROUP

### 2025 Election of TWO Trustees

For a three-year term starting July 1, 2025

The biographical sketch on the next page for each nominee was written by the person who made the nomination. YOU MAY VOTE FOR TWO (2) NOMINEES by placing a check mark next to their names below.

- ☒ Lindsey Grigg-Moak, City Clerk, El Reno (Incumbent)
- ☒ Vickie Patterson, City Manager, Broken Bow (Incumbent)
- ☐ Karl Burkhardt, City Administrator / Grants Administrator, Stonewall
- ☐ Julie Casteen, City Manager, Coweta
- ☐ Tim Crissup, Councilman, Waynoka
- ☐ Daniel McClure, Mayor, McLoud
- ☐ Micheal Shannon, City Manager, Guymon

## SIGN AND ATTEST

Ballot cast by the governing body of the municipality of

\_\_\_\_\_

Signed: \_\_\_\_\_  
Mayor

Attested: \_\_\_\_\_ Date: \_\_\_\_\_, 2025  
Clerk

**FAILURE TO PROPERLY SUBMIT THIS BALLOT WILL INVALIDATE THE BALLOT.**

**Your Ballot must be received by OMAG no later than *May 15, 2025*, by:**

- (1) emailing the ballot to [elections@omag.org](mailto:elections@omag.org);
- (2) sending the ballot to OMAG by mail to 3650 S. Boulevard, Edmond, OK 73013; or
- (3) sending a facsimile of the ballot to OMAG at (405) 657-1401.

**SEE REVERSE FOR BIOGRAPHICAL SKETCHES**



## BIOGRAPHICAL SKETCHES

**LINDSEY GRIGG-MOAK (Incumbent)** Lindsey is the City Clerk for El Reno. She has worked in municipal government for 17 years. Grigg-Moak handles media/marketing for OMCTFOA, is the WiMG president and serves as a Director for the National Association of Public Treasurers. Lindsey is the current Vice-Chairman on the OMAG Board, serving 4 years. (El Reno participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

**VICKIE PATTERSON (Incumbent)** Vickie is the City Manager for the City of Broken Bow. Vikie has worked in municipal government for 28 years. She received the Gerald D. Wilkins City Manager of the Year in July 2023. Patterson is an active Board Member on Oklahoma Municipal Assurance Group (OMAG) board for 7 years. (Broken Bow participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

**KARL BURKHARDT** Since 2017, Karl Burkhardt serves the Town of Stonewall as City Administrator/Grants & Finance Manager. Karl has a heart for small, rural Oklahoma towns, holding the Towns East seat on the OML Board of Directors. His expertise provides solutions for all towns with organizational and funding challenges and needs. (Stonewall participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

**JULIE CASTEEN** Julie Casteen is the City Manager for Coweta and has been with the City for eight years. Julie has worked for several municipalities throughout her career as Finance Director, Budget Manager, and HR Director. She has an MBA and BS in Biology. Julie is active on local boards and nonprofits. (Coweta participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

**TIM CRISSUP** My name is Tim Crissup, I'm a retired teacher, football coach, and volunteer firefighter. I have been a council member for 30+ years at the City of Waynoka. I have always been interested in the community and how to make it a better place for our children. (Waynoka participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan)

**DANIEL McCLURE** Daniel has served as Mayor of McLoud, Vice-Mayor/City-Councilman in Midwest City, General Counsel for the Oklahoma Municipal League, and as a municipal attorney and prosecutor for several Oklahoma municipalities. Daniel has advocated for strong communities for more than a decade and wants to continue to help build strong municipalities statewide. (McLoud participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

**MICHEAL SHANNON** Mike Shannon, born and raised in the Oklahoma Panhandle has dedicated over 45 years of his life to public service. Currently City Manager for Guymon, he has been instrumental in shaping local policies and advocating in state and federal government to benefit the quality of life for generations to come. (Guymon participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)



**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:** April 22, 2025

**RE:** Discussion, consideration, and possible action regarding the health premiums for the fiscal year 2025-2026 in amounts necessary to cover the projected expenditures and for the Employee Health Plan to be actuarially sound, and the adoption of the Employee Life and Health Committee recommendations for the Health Plan.

---

The Life and Health Fund's costs are projected to be slightly higher next year when compared to this year. We have seen the fund balance remain somewhat steady this year. The Life and Health Committee met on March 31, 2025, to review the L&H budget and to review the recommended premiums for the 2025-2026 Plan year.

The committee is making the following recommendations for the Plan year 2025-26:

- The monthly total premiums per tier will have a 5% increase (less than last year's 6.5% increase). The dollar increase for each tier will be split 50/50 for all eligible active employees as shown on the premium rate sheet that is attached to this agenda item. The retiree split for each tier continues to be 60/40 on the total monthly premium as shown on the same premium rate sheet.
- Dental premiums remain the same.
  - Dental benefit increases:
    - Annual maximum benefit increases from \$1000.00 to \$1500.00, and
    - Lifetime maximum orthodontia benefit increases from \$1000.00 to \$1500.00.
- Move from BCBS vision plan to a VSP vision plan that will be more beneficial and much easier to use. There is an increase of approximately \$120,000.00 moving to this plan. BCBS had vision as part of the health benefit and it was incredibly difficult to use with employees paying out of pocket and many employees not getting properly reimbursed. The new VSP plan will pay up front and directly to the providers so employees will not have to pay fully out of pocket and hope to get reimbursed.
- Life insurance rates remain at \$0.29 per thousand with a new provider issuing the same policies we currently have. We are entering the second year of a 3-year rate guarantee.

Additionally, it is relevant to note that the 2025-26 plan year will be the first year with the new retiree premiums for those employees hired on or after July 1, 2017. This new rate structure was



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

approved by City Council in 2017 as part of a bigger plan to help stabilize the L&H fund. These changes included the current 60/40 retiree premium split and the new group of retirees with the new tier of premiums.

We continue to look for ways to maintain or increase benefits at better costs to members.

We will focus on prescription costs this year, especially retiree prescription costs, as those have been the biggest driver of expense increases.

This proposed health premiums increase was approved by a unanimous 6-0 vote of the Life and Health Committee. The life insurance rates are contractual.

Staff recommends the approval of the proposed premium rates as presented in the attachment.

Troy Bradley, Human Resources Director

# 2025/2026 MIDWEST CITY EMPLOYEE HELTH AND DENTAL PREMIUMS - BCBS PREFERRED NETWORK

Proposed - Effective July 1, 2025, 5% Increase

## ACTIVE EMPLOYEES

2025/2026	EMPLOYEE MONTHLY PREMIUM	EMPLOYEE BI-WEEKLY PREMIUM OVER 24 PAY PERIODS	CITY MONTHLY PREMIUM	CITY BI-WEEKLY PREMIUM OVER 24 PAY PERIODS	TOTAL MONTHLY PREMIUM	TOTAL MONTHLY DENTAL PREMIUMS CITY PAID	BI-WEEKLY PREMIUM CITY PAID OVER 24 PAY PERIODS
Tier							
EE ONLY	230.90	115.45	534.80	267.40	765.70	31.80	15.90
EE & SP	691.76	345.88	1,050.54	525.27	1,742.30	63.62	31.81
EE & CH	550.78	275.39	712.28	356.14	1,263.06	73.16	36.58
EE & FAM	831.04	415.52	1,391.58	695.79	2,222.62	111.56	55.78

## PRE-65 RETIREES HIRED BEFORE JULY 1, 2017

2025/2026	RETIREE MONTHLY MEDICAL PREMIUM	CITY MONTHLY MEDICAL PREMIUM	TOTAL MONTHLY PREMIUM	RETIREE PAID DENTAL	RETIREE PAID LIFE	RETIREE TOTAL MONTHLY PREMIUM
Tier						
RE ONLY	460.42	306.28	766.70	31.80	2.90	495.12
RE & SP	1,046.38	696.92	1,743.30	63.62	2.90	1112.90
RE & CH	758.84	505.22	1,264.06	73.16	2.90	834.90
RE & FAM	1,334.57	889.05	2,223.62	111.56	2.90	1449.03

## POST-65 RETIREES HIRED BEFORE JULY 1, 2017

2025/2026	RETIREE MONTHLY MEDICAL PREMIUM	CITY MONTHLY MEDICAL PREMIUM	TOTAL MONTHLY PREMIUM	RETIREE PAID DENTAL	RETIREE PAID LIFE	RETIREE TOTAL MONTHLY PREMIUM
Tier						
RE ONLY	323.29	214.86	538.16	31.80	2.90	357.99
RE & SP	734.32	488.88	1223.21	63.62	2.90	800.84

## RETIREES HIRED AFTER JUNE 30, 2017

2025/2026	RETIREE MONTHLY MEDICAL PREMIUM	CITY MONTHLY MEDICAL PREMIUM	TOTAL MONTHLY PREMIUM	RETIREE PAID DENTAL	RETIREE PAID LIFE	RETIREE TOTAL MONTHLY PREMIUM
Tier						
RE ONLY	843.27	0.00	843.27	31.80	2.90	877.97
RE & SP	1,917.53	0.00	1,917.53	63.62	2.90	1984.05
RE & CH	1,390.37	0.00	1,390.37	73.16	2.90	1466.43
RE & FAM	2,445.88	0.00	2,445.88	111.56	2.90	2560.34

## **\*\*\*NOTE\*\*\***

Retiree rates include a minimal surcharge to cover the invoicing and payment processing costs of retiree premium administration.

For retirees hired before July 1, 2017, the premium contributions for medical insurance changed to the current 60/40 split in 2017.

Also in 2017, the premium contributions for eligible retirees hired on or after July 1, 2017, changed to 110% of the active employee rate, and and shall be paid by the retiree. Retirees with 20 years of service will pay 80% of this rate, with an additional 1% discount for each additional year of service, up to 30 years. Retirees with 30 years of service will pay 70% of the applicable retiree premium rate.

Retirees hired prior to July 1, 2017, will continue to follow the current 60/40 split of the adopted premium rates for each fiscal year.

## **COBRA RATES:**

2025/2026	CITY TOTAL MONTHLY PREMIUM	MONTHLY COBRA MEDICAL PREMIUM	CITY TOTAL MONTHLY DENTAL PREMIUM	MONTHLY COBRA DENTAL PREMIUM
TIER				
EE ONLY	765.70	781.01	31.80	32.44
EE & SP	1,742.30	1,777.15	63.62	64.89
EE & CH	1,263.06	1,288.32	73.16	74.62
EE & FAM	2,222.62	2,267.07	111.56	113.79



**MEMORANDUM**

To: Mayor and Members of the City Council

From: Don Maisch  
City Attorney

RE: Discussion, consideration and possible action of appointing six of the nine members to the newly created Trades' Advisory Board. (D. Maisch – City Attorney).

Date: April 22, 2025

---

At the March meeting of the City Council, the City Council amended city ordinances to combine the Plumbing and Mechanical Advisory Board, the Electrical Advisory Board and the Builders' Advisory Board into the Trades' Advisory Board.

Appointment process to the Trades' Advisory Board, as established in City Ordinance is:

- The City's Chief Building Official and/or City's Fire Marshall recommend individuals who meet the criteria pursuant to the Ordinance (or one of the Ordinance's alternatives)
- The names and bios are sent to each member of the City Council, who have five (5) business days to suggest any alternative
- Mayor then places the names into nomination for the City Council to approve.
- City Council approves.

The Chief Building Official and the City's Fire Marshal has submitted names for six (6) of the nine (9) positions on the Trades' Advisory Board. Those six (6) names with bios were sent to the members of the City Council on April 3, 2025, per the amended City Ordinance. No comments or alternatives were received by the City.

Therefore, the Mayor places the following six (6) names into nomination for appointment to the Trades' Advisory Board:

- Engineer, licensed by the State of Oklahoma - Gary Boerger, Midwest City resident, 1276 Three Oaks Cir
- Mechanical Contractor, licensed by the State of Oklahoma - Kale Harper, Midwest City resident, 501 Buckboard Ln
- Electrical Contractor, licensed by the State of Oklahoma - Doyle Kelso, Midwest City resident, 200 Shelby Ln
- Structural Engineer, licensed by the State of Oklahoma; Kahl Wilson Licensed Architect
- Architect, licensed by the State of Oklahoma - Architect Matt Webber Licensed Architect
- General Contractor - Allen Clark



**City Attorney, Donald D. Maisch**

100 N. Midwest Boulevard

Midwest City, OK 73110

DMaisch@midwestcityok.org

Office: 405.739.1203

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

The following three positions will remain vacant at the present time, to be filled in the future:

- Plumber, licensed by the State of Oklahoma
- Fire Protection Engineer, licensed by the State of Oklahoma; and
- Industrial Safety Professional.

Bios for each of the six (6) nominees are included with this agenda item. Each member appointed shall serve a three (3) year term, commencing on May 1, 2025 through April 30, 2028.

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

Respectfully submitted,

Donald D. Maisch  
City Attorney

Allen Clark has been a dedicated board member of the Builders Advisory Board since the 1990s and has been involved in the development of Midwest City for the past 46 years. He is also a board member of The First National Bank of Midwest City. His recent projects in Midwest City include the Mathis Home and the refacing of the Crest Foods store located at 7212 E. Reno Ave. Over the years, Clark Construction has built many city-owned facilities, including five fire stations constructed in the mid-2000s, the Renaissance Center located at 238 N. Midwest Blvd, and the Reed Conference Center and Hotel.

Allen founded Clark Construction in 1984. Initially, the company focused on general contracting, specializing in steel erection and concrete work. It quickly earned a reputation as an honest and reliable small business, a reputation that has continued to strengthen over time. The company now boasts expert employees with decades of experience, some of whom have worked for Allen for more than 30 years. They specialize in construction management and are dedicated to their work and their word. This commitment to integrity and fulfilling their clients' visions fosters strong, lasting relationships and unparalleled service.

As a certified member of the American Institute of Constructors and a registered construction management firm in the State of Oklahoma, Clark Construction offers commercial construction services statewide, with projects ranging from medical facilities to automotive dealerships, retail centers, and more.

## Midwest City Resident Ward 6

Doyle Kelso is a highly skilled electrical contractor with extensive experience in the industry. Over the years, he has earned a reputation for his expertise in a wide range of electrical systems and installations. In addition to his successful contracting work, Doyle has been a dedicated member of the Electrical Advisory Board for many years, where he contributes valuable insights and guidance on electrical safety standards and best practices. His commitment to the profession and community makes him a respected figure in the field of electrical engineering.

## Midwest City Resident Ward 2

Gary Boerger, PE, is a seasoned electrical engineer with extensive experience in power systems, protection engineering, and regulatory compliance. With over two decades of engineering experience spanning utilities, defense, and aerospace, Gary brings a deep understanding of technical assessments, system reliability, and regulatory processes to the Trades Appeals Board.

Currently serving as a Transmission Planning Engineer at Oklahoma Gas and Electric (OG&E), Gary specializes in power system studies, protective relay analysis, and contingency planning to ensure grid reliability. His expertise extends to distribution planning, where he has led voltage and load flow studies, smart-meter data integration, and software/database development. He has also worked as a Protection Engineer, developing relay settings for motors, generators, and transformers, and performing arc-flash safety analysis for power plant and commercial facilities.

Gary's diverse background includes previous roles in avionics engineering at Tinker AFB, electromagnetic effects engineering at The Boeing Company, and communications systems engineering for the U.S. Air Force. His early career in the U.S. Navy further strengthened his skills in operations, mechanical systems, and maintenance.

As a licensed Professional Engineer (PE) in Oklahoma, Gary is familiar with industry codes, safety regulations, and technical dispute resolution. His experience in power system studies, compliance reviews, and engineering oversight makes him an asset to the Trades Appeals Board, where he will apply technical expertise and a commitment to fair decision-making.

Gary holds a Master of Science and Bachelor of Science in Electrical Engineering from the University of Oklahoma. His proficiency in power system analysis and regulatory compliance enables him to contribute effectively to the board's mission of upholding professional and technical standards in the trades industry.

Kahl Wilson is a highly regarded architect with over 30 years of distinguished experience in the field. Throughout his career, Kahl has established himself as a visionary leader, known for his innovative approach and unwavering commitment to architectural excellence. His design philosophy emphasizes the harmony between spaces and their environmental impact, ensuring that each project not only meets but exceeds client expectations.

With a deep understanding of design principles and a keen eye for detail, Kahl Wilson has successfully overseen a diverse array of projects in the educational, commercial, and institutional sectors. His portfolio, which includes over 500 projects, reflects his mastery of architectural aesthetics and his ability to seamlessly blend functionality with creative flair.

Beyond his technical expertise, Kahl Wilson is recognized for his collaborative spirit and client-centered approach. His ability to translate complex visions into reality, along with his dedication to client satisfaction, has earned him a reputation as a trusted advisor and partner in architectural endeavors.

Matt Weber is the Principal Architect and Owner of ROAM Studio, located in downtown Oklahoma City. With over 23 years of diverse experience, he has successfully led projects across a wide range of sectors, including commercial, hospitality, civic, aviation, healthcare, education, industrial, residential, and master planning. Throughout his career, Matt has taken on multiple roles as strategic planner, project architect, project manager, and architect of record which allows him to bring a multifaceted approach to every project. His cumulative experience allows him to be adaptable and creatively versatile when navigating through diverse projects and client goals.

Most recently, Matt's studio, in collaboration with the City of Midwest City, was honored with the **Top Industrial Project of 2025** award by *The Journal Record* for their work on the new American Glass facility.

Beyond his professional work, Matt is deeply committed to community and professional stewardship. He is an active member of several organizations, including the American Institute of Architects (AIA), Urban Land Institute Oklahoma, Oklahoma City Foundation of Architecture, City of Oklahoma City Advocacy, The Homeless Alliance Facilities Committee, and United Way of Oklahoma.



Kale Harper P.E.

Kale Harper brings over a decade of diverse engineering and construction experience, offering a unique perspective on mechanical design, plumbing systems, and building performance analytics. A former licensed mechanical journeyman, Kale has hands-on experience in constructing HVAC and plumbing systems. Now, as a licensed mechanical engineer, Kale is recognized both locally and nationally as an expert in building mechanical design engineering with an emphasis on heating and cooling load calculations, building performance improvements, and evaluating designs for sustainable and resilient construction documentation.

With a deep understanding of both design and construction, Kale has earned a reputation for bridging the gap between engineering and field execution, ensuring projects run efficiently from conception through completion. As a board member, Kale leverages his extensive knowledge to provide strategic guidance on building regulations, helping navigate and refine municipal code adoption in the City of Midwest City.

Kale is also passionate about standardizing mechanical design service deliverables to ensure alignment across firms and projects. By advocating for consistent industry-supported calculation methods, plan submissions, and control sequences that adhere to municipal standards, he seeks to simplify maintenance, reduce renovation costs, and create a unified approach to construction commissioning in the City of Midwest City.

## **Experience**

Forge Engineering - Principal Engineer and Owner - Current

Integrated Environmental Solutions - Senior Building Performance Engineer - Current

Darr & Collins - Director of Mechanical Engineering: 2023 - 2024

Frankfurt Short Bruza - Mechanical Engineer: 2020 - 2023

Guernsey - Mechanical Engineer Intern: 2018-2020

Hicks HVAC and Plumbing - 2012 - 2017





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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Tim Lyon, City Manager


DATE: April 22, 2025

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

---

Pursuant to Article V, Municipal Court, of the City Charter municipal judges are appointed by the Mayor from a list of candidates submitted by the Council. The Mayoral appointments are subsequently approved by the City Council.

If these names are approved, the Mayor who will formally appoint them and they will be sworn in for another 2-year term.

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

## MEMO

**To:** Honorable Mayor and City Council

**From:** Doug Beabout, Fire Chief

**Date:** April 22, 2025

**Subject:** Discussion, consideration, and possible action of declaring eight thermal image cameras as surplus and authorizing disposal by public auction, sealed bid or other means as necessary, but to be restricted to emergency services or related buyers. (Fire Chief - D. Beabout)

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The fire department has updated it's thermal imaging cameras so eight MSA thermal image cameras are no longer of use to the Fire Department. Six of the eight are in "fair" condition and one has a functional but cracked viewing screen and another has a cracked geranium lens on the front making them both in poor condition. Eight 12v vehicle charges and two batteries for each unit are included in this action. The disposition of these cameras should be restricted to emergency services or related buyers only. Four units are MSA Model 6000 and four are MSA Model 6000+.

Staff recommends approval.



Doug Beabout  
Fire Chief



## Public Works Administration

R. Paul Streets,  
Public Works Director  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
405-739-1061  
Carrie Evenson,  
Assistant Public Works Director  
[cevenson@midwestcityok.org](mailto:cevenson@midwestcityok.org)  
405-739-1062  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

### Memorandum

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: 22 April 2025

Subject: Discussion, consideration and possible action declaring the attached Street Department list of items as surplus and authorizing disposal by public auction, sealed bid or by other means as necessary.

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The following Street Department items are no longer repairable or useful by any City department, request declared surplus and disposed of by sealed bid, public auction, or by other means as necessary.

- 09-07-82 Stihl Weedeater Serial #526477262
- 09-07-131 Hustler Z Mower Serial # 14106239
- 09-07-137 Stihl Edger Serial #511210491
- 09-07-140 Stihl Weedeater N/A
- 09-06-15 Homelite Generator LR400 Serial # HQ2260374
- 09-07-50 Stihl Edger Serial # 530523318
- 09-02-16 1995 ½ ton Chevy Pickup Vin # 1GCEC14KX52143163
- 09-07-110 Stihl Weedeater N/A
- 09-07-134 Stihl Weedeater N/A
- 09-07-15 Stihl Weedeater N/A
- 09-07-82 Stihl Weedeater 526477262
- 09-09-44 Stihl Chainsaw N/A
- 09-07-28 Stihl Pole Saw N/A
- 09-07-16 Stihl Pole Saw N/A
- 09-12-15 Flail Mower
- 09-08-04 1998 Case Backhoe 590 SL JJG0211346
- 09-10-31 A Frame Trailer
- 09-10-06 Trailer with Small House On It
- 09-07- 125 Hustler Z Mower Serial # 14105885
- 09-07-112 Hustler Z Mower Serial # 12052880
- Del Ozone Machine Serial # 1001419
- Del Ozone Machine Serial # 1001423 With Large Tank

Action is at the discretion of the council members.

Respectfully submitted,

A handwritten signature in black ink, reading "R. Paul Streets". The signature is written in a cursive, flowing style with a large initial "R" and a long, sweeping underline.

R. Paul Streets  
Public Works Director



City Clerk Department  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
office 405.739.1240  
fax 405.869.8655

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: April 22, 2025

SUBJECT: Discussion, consideration, and possible action declaring Savin MPC4503 copier as surplus and authorizing disposal by public auction, sealed bid or other means as necessary.

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The copier is outdated and no longer able to be serviced and/or order parts for. There is no other use in the city for this item. This agenda item will declare the item as surplus.

Sara Hancock  
Sara Hancock, City Clerk



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: April 22, 2025

SUBJECT: Discussion, consideration, and possible action to declare (5) 2014 Chevrolet Caprice and their contents, as surplus and authorizing disposal by public auction, sealed bid or other means necessary.

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The items identified are property that the Midwest City Police Department no longer needs or uses and have been removed from service. Staff recommends that these items be declared surplus.

Item for surplus:

60003 2014 Chevrolet Caprice 6G3NS5U20EL931115  
60007 2014 Chevrolet Caprice 6G3NS5R28EL926396  
60011 2014 Chevrolet Caprice 6G3NS5R29EL929758  
60013 2014 Chevrolet Caprice 6G3NS5R24EL928095  
60014 2014 Chevrolet Caprice 6G3NS5R29EL929758

Auction services are provided to the City by:

1. [www.ebay.com](http://www.ebay.com)
2. [www.govdeals.com](http://www.govdeals.com)
3. [www.publicsurplus.com](http://www.publicsurplus.com)

Staff recommends approval.

*Greg Wipfli*

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Greg Wipfli, Chief of Police

## MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Allen Stephenson, Information Technology Director

DATE: April 22, 2025

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

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

CPU			
Inventory #		Manufacturer	Serial Number
2053		Latitude E5470	F0HRZF2
2551		Dell Precision Tower 3620	4KTMCV2
2645		Dell Optiplex 3060	DXKR3Y2
2859		Dell Optiplex 3070	7T4L513
2963		Dell Optiplex 3070	F4D5F33
3043		Dell Optiplex 3070	88PLQ53
3044		Dell Optiplex 3070	88PNQ53
3045		Dell Optiplex 3070	88PQQ53
3046		Dell Optiplex 3070	88PMQ53
3047		Dell Optiplex 3070	88PPQ53
3487		Dell OptiPlex 3000	7CJ18Y3
MISCELLANEOUS			
Quantity	Hardware Type	Serial Number	Department
1	HP Laserjet Pro 400 MFP M425dn	CND8FDVGG2	CIS
1	LaserJet Pro 400 M401dne	PHGFD03322	Community Development
1	Laserjet Pro M404dn	PHBB3637517	Community Development
1	LaserJet Pro 400 MFP M425dn	CNF8H4Y8TM	Customer Services
1	Standing Desk		Finance
4	box of broken ef johnson radios		I.T
1	L-Shape Desk with Hutch		IT

1	L-Shape Desk with No Hutch		IT
1	SG300-52P	PSZ21311FK1	Neighborhood Services
1	SG300-28P	DNI151502U8	Neighborhood Services
1	Color LaserJet Pro MFP M477fdn	VNB8HD460P	SIU
1	LaserJet Pro MFP M426fdn	PHBLL2223G	SIU
19	APC UPS		
3	Box of misc radio equipment		
1	pc tower shaped UPS broken		
1	CRT TV	649495550	
1	Book Shelf		
9	Black Rolling Office Chair		
1	White Desk		
27	Blue Panels		
1	Brown Desk with 2 Drawers		
1	Brown Desk with 1 Drawer		
2	Light Grey Circle Tables		
1	Spinable Circle Table		
1	4-Layer Dark Grey Table		
1	Light Grey Shelf with a lockable cabinet		
1	Bundle of orange plastic tubes		
1	Box of Easel Pad 4pk (unopened)		
1	Box of Easel Pad 2pk (unopened)		
1	Pin Board		





## DISCUSSION ITEMS





**To:** Honorable Mayor and Council  
**From:** Matt Summers, Community Development Director  
**Date:** April 22, 2025

**Executive Summary:** This item is a request to approve the Preliminary Plat of Element Office Park. This plat would subdivide the parcel into nine (9) commercial lots and three (3) Common Area lots.

Area of Request

The Applicant has submitted four different submittals, with the most recent being March 21, 2025. Staff has the following comments:

- If Council approves this preliminary plat, the Applicant can begin construction of the required public improvements for the development. The Applicant must pull all necessary permits through Midwest City and any required through the State.

Both state and local public notice requirements were met. At the time of this writing, staff has not received any comments regarding this case. There were no comments of support or opposition voiced at the Planning Commission meeting. The Planning Commission unanimously recommended approval of this item.

Action is at the discretion of the City Council

**Dates of Hearing:**

Planning Commission- April 1, 2025

City Council- April 22, 2025

**Dates of Pre-Development Meeting:** February 3, 2025

**Date of Site Plan Review Team Meeting:** February 26, 2025

**Council Ward:** Ward 6, Rick Favors

**Owner:** Joel Bryant- Heartland and Cattle, LLC

**Consultant:** Grubbs Consulting, LLC

**Proposed Use:** Element Office Park

**Size:** The subject property has a frontage of 326.06 feet off SE 15<sup>th</sup> St., a depth of 309 feet, and contains an area of 2.3158 acres or 100,623.60 square feet, more or less.

**Development Proposed by Comprehensive Plan:**

Area of Request- Office/Retail Land Use

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- Planned Unit Development (“PUD”)

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

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

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

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

**Land Use:**

Area of Request- Vacant

North- Single-Family Residence

South- Windsong Addition

East- Single-Family Residence

West- Leavitt’s SE 15<sup>th</sup> St. Acres

**Municipal Code Citation:**

Sec. 38-18 – Preliminary plat.

*Sec. 38-18.1. Purpose*

The purpose of a preliminary plat shall be to determine the general layout of the subdivision, the adequacy of public facilities needed to serve the intended development, and the overall compliance of the land division with applicable requirements of this Subdivision Ordinance.

*Sec. 38-18.6. Criteria for preliminary plat approval.*

The following criteria shall be used to determine whether the preliminary plat application shall be approved, approved with conditions, or denied:

(a) *Approval criteria.*

- (1) The preliminary plat is consistent with all zoning requirements for the property, including any applicable planned unit development (PUD) zoning standards;
- (2) The proposed provision and configuration of public improvements including, but not limited to, roads, water, wastewater, storm drainage, park facilities, open spaces, habitat restoration, easements and right-of-way are adequate to serve the development, meet applicable standards of this Subdivision Ordinance, and conform to the city's adopted master plans for those facilities;
- (3) The preliminary plat has been duly reviewed by applicable city staff;
- (4) The preliminary plat conforms to design requirements and construction standards as set forth in the Engineering Standards Manual and construction details;
- (5) The preliminary plat is consistent with the adopted comprehensive plan; and
- (6) The proposed development represented on the preliminary plat does not endanger public health, safety or welfare.

*Sec. 38-18.7. Effect of preliminary plat approval.*

- (a) *Continuation of the development process.* The approval of a preliminary plat by the city council shall allow the applicant to proceed with the development and platting process by submitting construction plans and a final plat.
- (b) *General approval of layout only.* Approval of the preliminary plat shall be deemed general approval of the subdivision's layout only, and shall not constitute approval or acceptance of construction plans or a final plat.

**History:**

1. (PC-1729) The property was zoned R-1-D with the adoption of the 1985 Zoning Map, and later rezoned as R-6.
2. (PC-2195) Council approved the rezone to a PUD for this property on January 28, 2025.
3. (PC-2211) Planning Commission recommended approval of the preliminary plat on April 1, 2025.

**Next Steps:**

If Council approves this preliminary plat, the Applicant can begin construction of required public improvements for the development. The Applicant must pull all necessary permits through Midwest City and any required through the State.

The final plat can be applied for after all requirements for preliminary plat have been satisfied and approved by City staff. A pre-application meeting is required before submittal.

**Preliminary Plat Expiration:**

If this application is approved, the Preliminary Plat of Element Office Park would expire April 22, 2027 (or from Council approval date if tabled) if the required criteria is not met or an extension has not been granted.

**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 preliminary 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 Code Citations and Comments:**

Note: This application is for the preliminary plat of the Element Office Park Addition located at 10505 S.E. 15th Street.

Section 38-18 in the Subdivision Regulations requires all existing and proposed utility lines and public improvements be reflected on the preliminary plat or accompanying plan. The proposed public utility line installations required with this application are shown on the plat, must be constructed and will be dedicated to the city prior to the final plat application.

**Water Supply and Distribution**

There are public water mains bordering the proposed parcel, a thirty six (36) inch line running along the south side of S.E. 15th Street and a six (6) inch line running along the part of the west side of Moore Avenue.

The applicant is proposing public water main extensions throughout the development serving all of the proposed lots. The proposed lines will connect to Moore Avenue in the west and a line will also extend north along Moore Avenue for the full frontage of the development. If the existing line located along Moore Avenue is not capable of providing minimum flows for the site, the applicant will be required to loop the lines to S.E. 15th Street. The lines will be within dedicated right of way and utility easements reflected on the final plat.

Connection to the public water supply system for domestic service is a building permit requirement per Municipal Code 43-32 for all new buildings.

**Sanitary Sewerage Collection and Disposal**

There is a public sewer main bordering the proposed parcel, a twelve (12) inch line running along the east side of Moore Avenue.

The applicant is proposing a public sewer main extension through the development serving all of the proposed lots. The proposed eight (8) inch public sanitary sewer line will extend to the east and south crossing the parcel. The line will be within dedicated easement reflected on the final plat.

Connection to the public sewer system for domestic service is a building permit requirement per Municipal Code 43-109 for all new buildings.

### **Streets and Sidewalks**

Access to the parcel is from S.E. 15th Street and Moore Avenue.

All of the lots located in the proposed development will front onto access easements the applicant proposes to dedicate within the development providing access to every proposed lot.

Moore Avenue is uncurbed and the applicant is proposing to bring the road up to current half street road standards

There is currently no sidewalk along S.E. 15th Street and Moore Avenue. Sidewalk will be constructed along the existing frontage.

Improvement plans for the streets and sidewalks must be prepared by a registered professional engineer and be submitted to staff for plan review and approval.

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

The parcel currently generally sheet flows from the east part of the area of request to the west part draining into the bar ditch and a field inlet located along Moore Avenue.

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.

The applicant has proposed to construct a common detention pond to collect most of the onsite runoff. The proposed paving and storm inlets will collect the surface runoff and carry it to the detention facility. The detention pond outlet will discharge runoff into the field inlet located beside Moore Avenue that will eventually convey the water to the Soldier Creek watershed. The proposed detention pond will create a net decrease in the flow rate of the water flowing to the City's existing infrastructure.

All future development on the proposed tracts must conform to the applicable requirements of Municipal Code Chapter 13, "Drainage and Flood Control." Resolution 84-20 requires that developers install and maintain sediment and/or erosion controls in conjunction with their construction activities. Any proposed development must conform to the applicable requirements of Municipal Code Chapter 43, "Erosion Control." Sediment control plans must be submitted to and approved by the city before any land disturbance is done on-site. The developer is responsible for the cleanup of sediment and other debris from drainage pipes, ditches, streets and abutting properties as a result of his activities.

### **Easements and Right-of-Way**

The required easements and existing right of way for the area of request are illustrated on the preliminary plat and will be dedicated to the city when the final plat is filed.

All easements and right of way dedications are to comply with Municipal Code Sections 38-43, 38-44, and 38-45.

### **Fire Marshal's Comments:**

Any required water main extension shall be a designed looped system to eliminate dead ends. Fire hydrant locations shall be installed per Midwest City Municipal Code Section 15-22. – The extension currently shows a

6" water main being instead with 8" pipe. 3 hydrants feeding off a 6" feed does not meet requirements. System is required to be looped in accordance with MWC Ordinance 15-22. The proposed site plan currently meets access and egress requirements for fire department vehicles. Hydrants are currently shown spaced appropriately for response. Verify with MWC Line Maintenance regarding system connectivity. If buildings are to be sprinklered the FDC is required to be located within 50 feet of a fire hydrant. Fire department access roads shall not exceed 10 percent grade.

New and existing construction shall comply with all Midwest City Fire Codes and Ordinances, the 2018 International Fire Code (IFC), the 2018 International Building Code (IBC), and the National Fire Codes. Fire extinguishers are required to be installed in accordance with Section 906 of the International Fire Code, as well as NFPA 10. Address shall be identified on the front side of the facility in contrasting colors and shall be legible from the public access road. IFC Section 505. Fire / panic hardware is required on all egress doors that are not main entrance doors. Fire Alarm and Fire Suppression plans (including but not limited to hood suppression systems) shall be submitted to the Midwest City Fire Marshal's Office for review as applicable. Paint striping is required on the floors in front of all electrical panels indicating "No Storage" areas. (IFC 605.3) Knox Box 3200 series lock box keyed for Midwest City Fire Department is required to be installed adjacent to the main entrance to each commercial facility (building and/or tenant space, to be determined at time of building review) and at the riser room exterior access door as applicable. (IFC 506)

*This code analysis has been provided with the current information provided from the applicant. This list is not an all-inclusive list of compliance due to the limited information available at the time of this report. A full review can be completed once a comprehensive floor plan/life safety analysis is provided by the architect/designer of record.*

Fire Marshal Duane Helmberger and Assistant Fire Marshal Ashley Duncan.

### **Public Works' Comments:**

#### **Line Maintenance**

##### *Water*

- Any required water main extension shall be a designed looped system to eliminate dead ends.
- Fire hydrant locations shall be installed per Midwest City Municipal Code Section 15-22. Clearance around fire hydrants shall be installed per Midwest City Municipal Code Sections 15-20 and 43-54 (b).
- Water main extension plans shall be approved by Oklahoma Department of Environmental Quality and the City of Midwest City prior to Line Maintenance approval of building permit(s).
- Ordinance No. 3552 shall be observed regarding separate water meters where applicable.
- Water meter(s) shall be installed in "green belt" per Midwest City Municipal Code Section 43-54.
- Utility Easement of five (5) foot width is inadequate for two (2) meter boxes.

##### *Sanitary Sewer*

- Sanitary sewer is available to the property; however, an extension may be required. The applicant shall be responsible for communicating the anticipated daily sewer discharge and impact to POTW.
- Sewer main extension/relocation plans shall be approved by Oklahoma Department of Environmental Quality and the City of Midwest City prior to Line Maintenance approval of building permit(s).
- Sewer manhole clearance shall meet Midwest City Municipal Code Section 43-106(b).

*Landscaping*

Protection of Utilities.

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

Distance from fireplugs.

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

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

Sanitation

- Commercial buildings shall follow Ordinance No. 3427 of Midwest City Municipal Code regarding trash dumpster(s) and enclosure and dumpster site location.

**Planning Division:**

Staff met with the Applicant February 3, 2025 for a pre-application meeting.

The Site Plan Review Team Meeting was held February 26, 2025 and the following departments were present: Planning & Zoning, Engineering, Fire Marshal's Office, and Sanitation.

If approved, all development standards and regulations for the approved PUD (PC-2195) shall be observed.

The Planning Commission unanimously recommended approval of this application.

Action is at the discretion of the City Council.

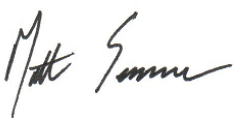
**Action Required:**

Approve or reject the Preliminary Plat of Element Office Park subject to staff comments as found in the April 22, 2025, agenda packet and made a part of PC-2211 file.

**Suggested Motion:**

***"To approve the Preliminary Plat of Element Office Park for the property noted herein, subject to Staff Comments found in the April 22, 2025 City Council agenda packet and made a part of the PC-2211 file."***

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



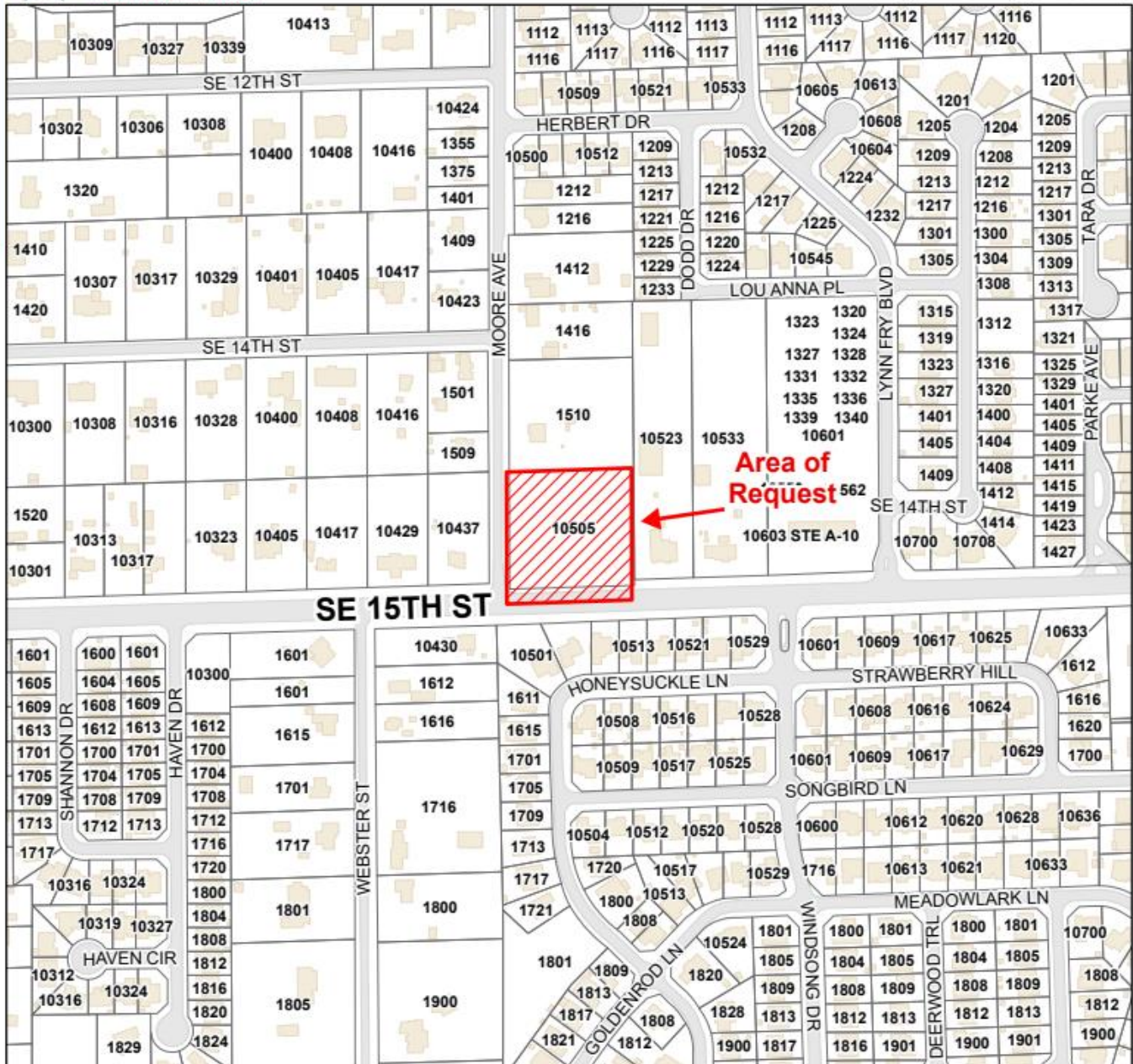
Matt Summers, AICP

Community Development Director

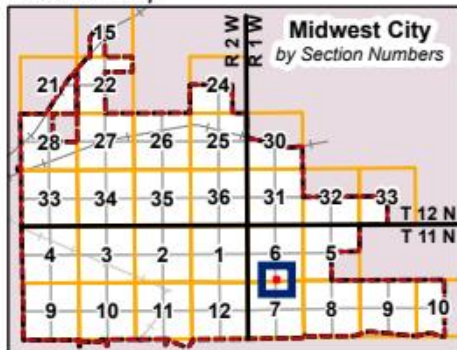




GIS- Information Technology/ Planning & Zoning



Locator Map



**General Map Legend**

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

**GENERAL MAP  
FOR PC-2211  
(SE/4, Sec 6, T11N, R1W)**



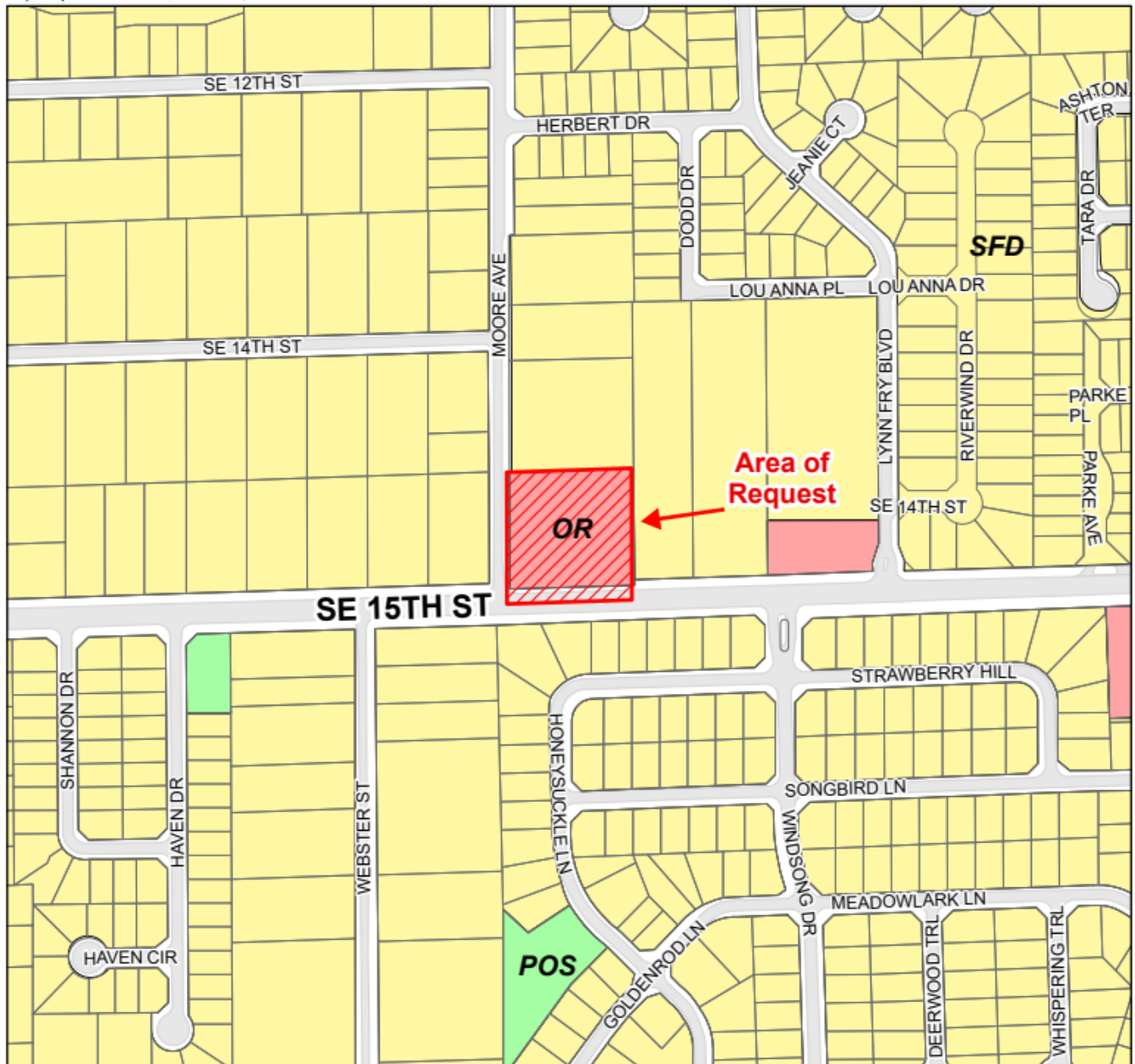
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On 8.5" x 11" paper 1 inch equals 350 feet

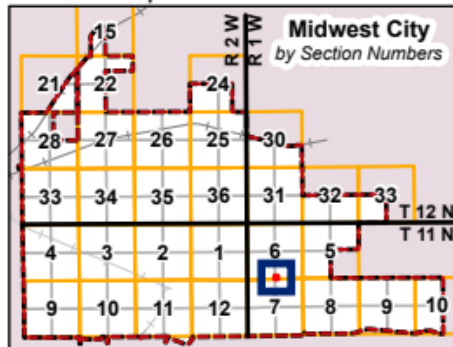
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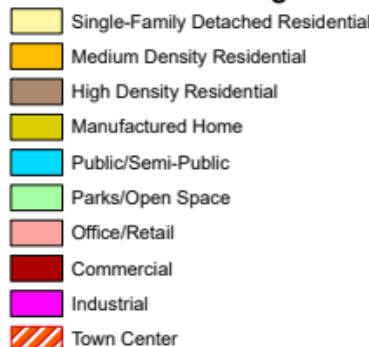
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Locator Map



Future Land Use Legend



## FUTURE LAND USE FOR PC-2211 (SE/4, Sec 6, T11N, R1W)



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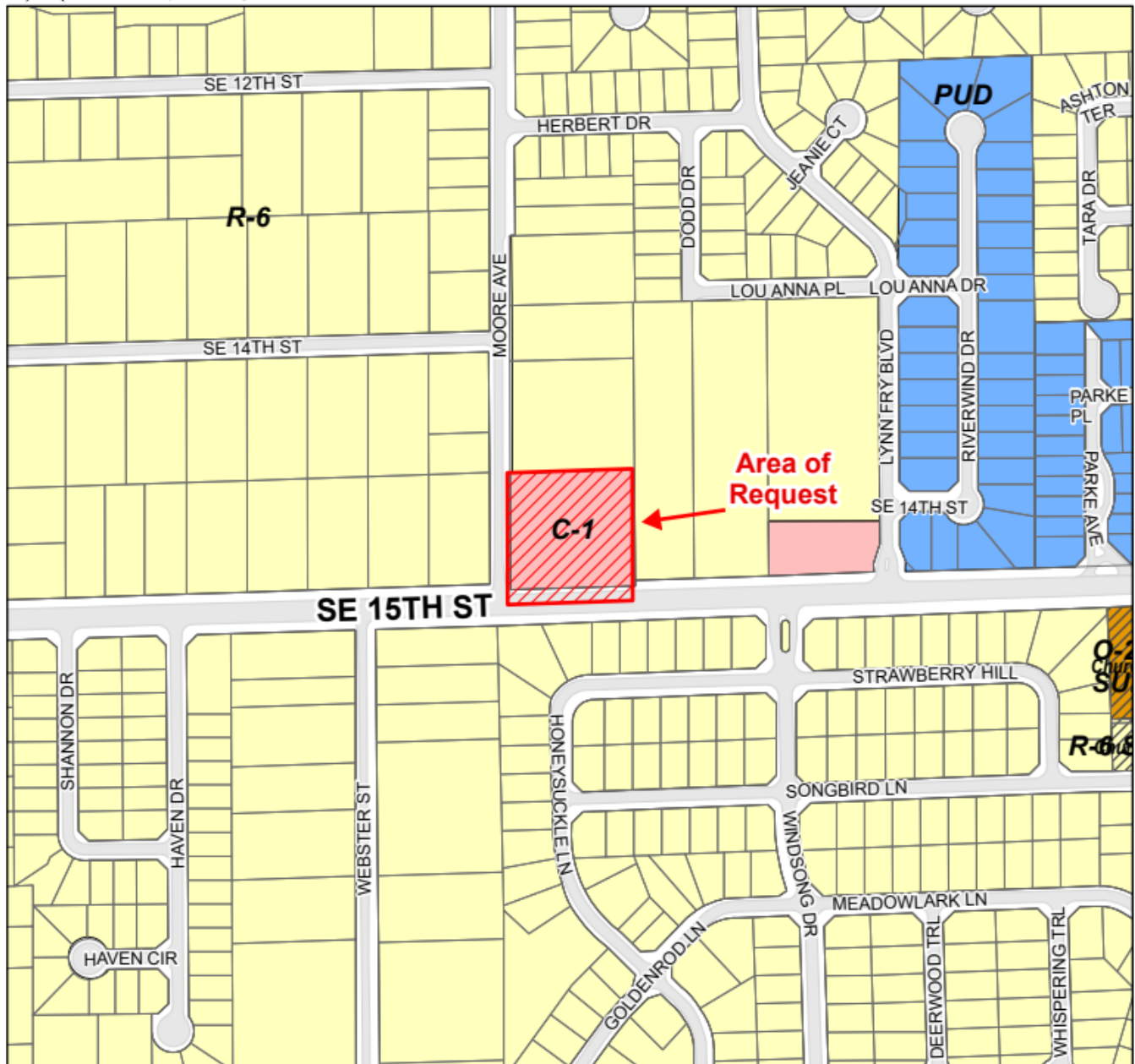
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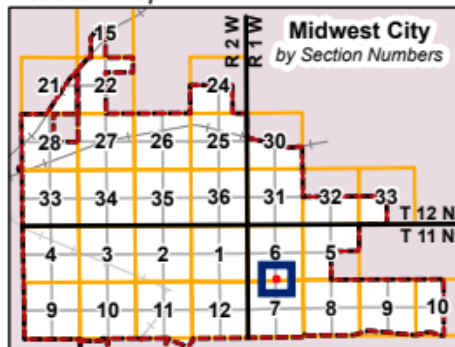




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Locator Map



Current Zoning Legend

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

## ZONING MAP FOR PC-2211 (SE/4, Sec 6, T11N, R1W)



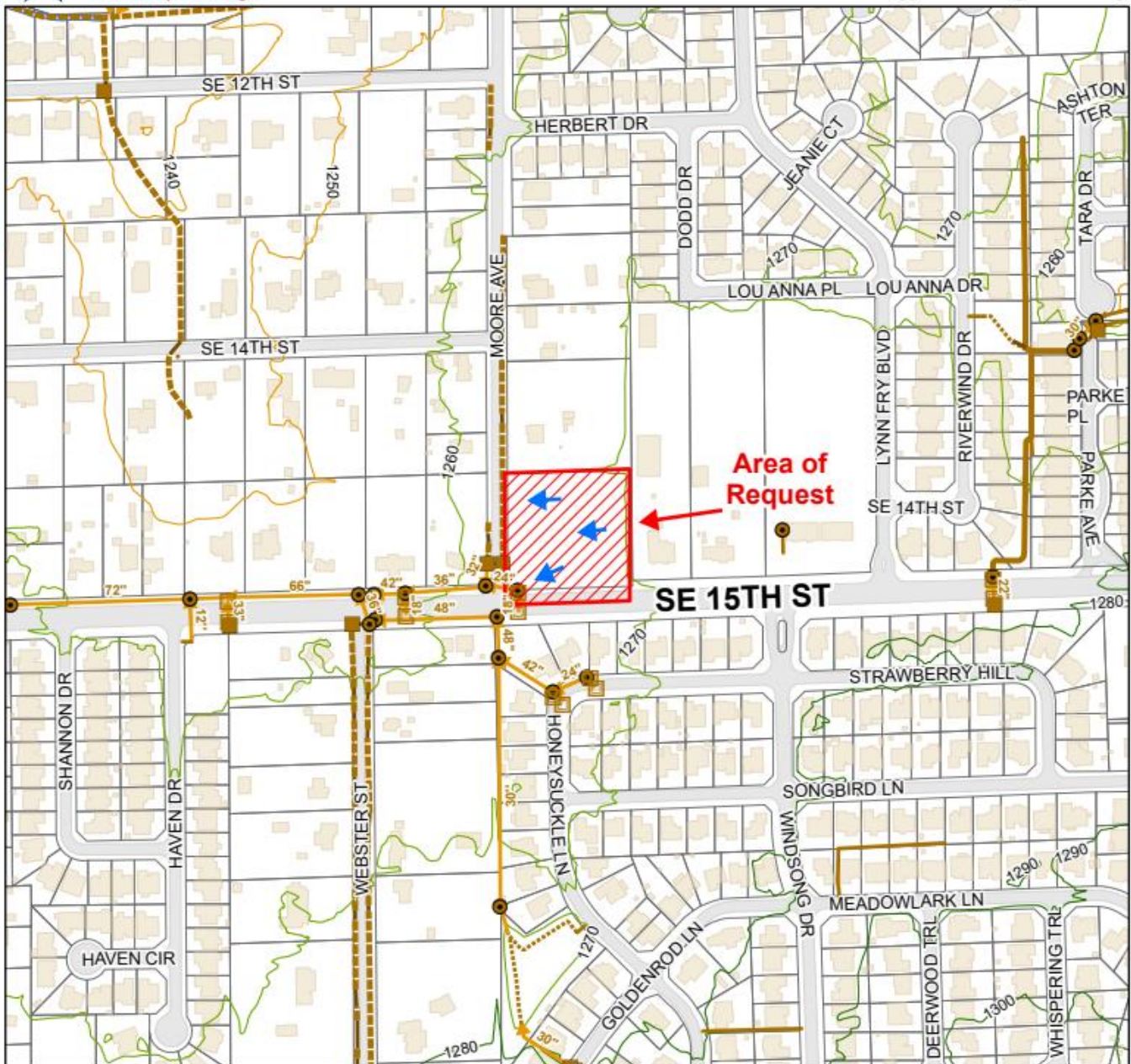
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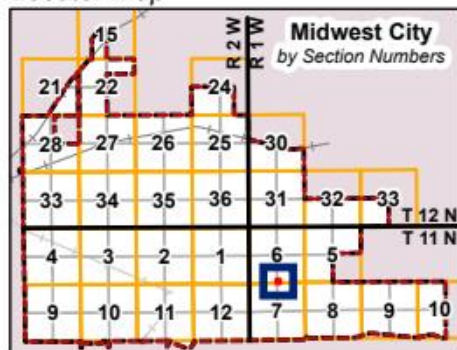
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Locator Map



Drainage Legend

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li> Curb Inlets</li> <li> Inlets</li> <li> Junction Box</li> <li> Culverts</li> <li> Flumes</li> <li> Developed Channels</li> <li> Trickle Channels</li> <li> Undeveloped Channels</li> <li> Storm Lines</li> <li> Creeks</li> </ul> | <p><b>ELEVATION</b></p> <ul style="list-style-type: none"> <li> 1166-1204 ft</li> <li> 1204-1228 ft</li> <li> 1228-1250 ft</li> <li> 1250-1278 ft</li> <li> 1278-1324 ft</li> </ul> <p><b>2009 FEMA Floodplains</b></p> <ul style="list-style-type: none"> <li> 500-yr floodplain</li> <li> 100-yr floodplain</li> </ul> <p><b>2009 FEMA Floodway</b></p> <ul style="list-style-type: none"> <li> Floodway</li> </ul> |
|--|---|

## DRAINAGE MAP FOR PC-2211 (SE/4, Sec 6, T11N, R1W)



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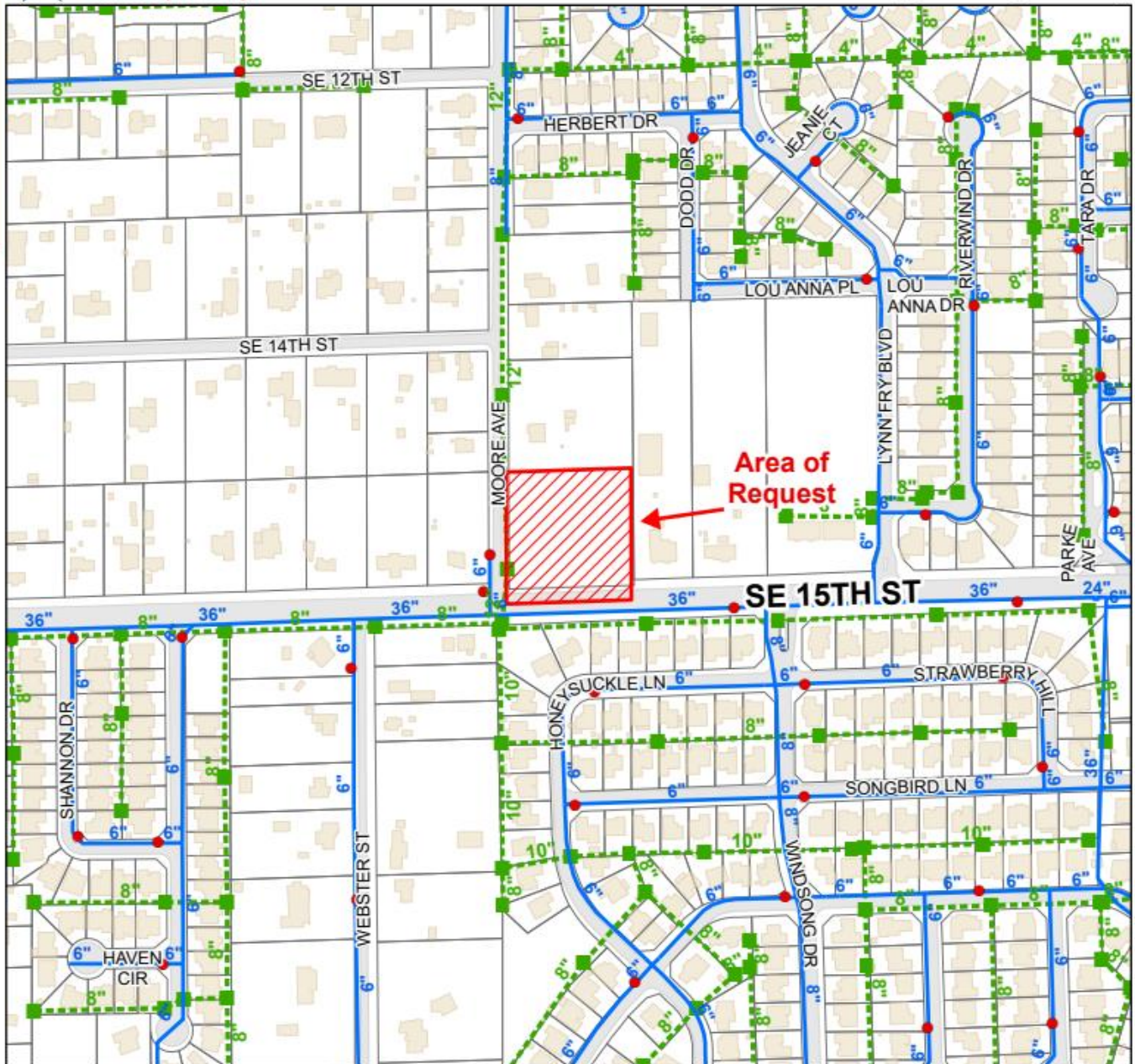
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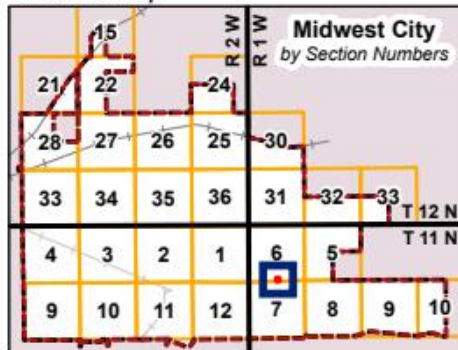




GIS- Information Technology/ Planning & Zoning



Locator Map



Water/Sewer Legend

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

## WATER/SEWER MAP FOR PC-2211 (SE/4, Sec 6, T11N, R1W)



0 350 700 Feet

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## PRELIMINARY PLAT OF ELEMENT OFFICE PARK SHEET PP1 OF PP1

DATE OF PREPARATION: 3/21/2025



**To:** Honorable Mayor and Council  
**From:** Matt Summers, Community Development Director  
**Date:** April 22, 2025

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

**Executive Summary:** This item is a request to approve the Preliminary Plat of Element. This plat would subdivide the parcel into five (5) commercial lots and one (1) residential lot that will have a maximum of ninety-six (96) units.

The subject property is currently undeveloped. If approved, all applicable development standards and regulations as outlined in the approved Planned Unit Development ("PUD") for this property shall be observed (PC-2194).

Since the residential tract is being platted as one (1) lot, it will be under one ownership and maintenance responsibility shall be of the property owner and any agreement said owner has with the tenants.



Staff notes the Applicant is proposing the residential units to be serviced by an interior private system of lines similar to an apartment complex. The Applicant and staff have agreed that sewer will be extended along S. Westminster Road to the southern part of the commercial lots. From there, an easement fifteen (15) feet wide will be extended on the commercial lots to provide sewer service.

If Council approves this preliminary plat, the Applicant can begin construction of the required public improvements for the development. The Applicant must pull all necessary permits through Engineering and Construction Services and any required through the State.

Both state and local public notice requirements were met. At the time of this writing, staff has received one call of opposition regarding this case. There were no comments in support or opposition to this application voiced at the Planning Commission meeting. The Planning Commission unanimously recommended approval of this item.

Action is at the discretion of the City Council.

**Dates of Hearing:**

Planning Commission- April 1, 2025

City Council- April 22, 2025

**Dates of Pre-Development Meeting:** February 3, 2025

**Date of Site Plan Review Team Meeting:** February 26, 2025

**Council Ward:** Ward 6, Rick Favors

**Owner:** Joel Bryant- Heartland and Cattle, LLC

**Consultant:** Grubbs Consulting, LLC

**Proposed Use:** Element Office Park

**Size:** The subject property has a frontage of 326.06 feet off SE 15<sup>th</sup> St., a depth of 309 feet, and contains an area of 2.3158 acres or 100,623.60 square feet, more or less.

**Development Proposed by Comprehensive Plan:**

Area of Request- Office/Retail Land Use

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- Planned Unit Development (“PUD”) governed by Restricted Commercial District (“C-1”)

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

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

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

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

**Land Use:**

Area of Request- Vacant

North- Single-Family Residence

South- Windsong Addition

East- Single-Family Residence

West- Leavitt’s SE 15<sup>th</sup> St. Acres

**Municipal Code Citation:**

Sec. 38-18 – Preliminary plat.

*Sec. 38-18.1. Purpose*

The purpose of a preliminary plat shall be to determine the general layout of the subdivision, the adequacy of public facilities needed to serve the intended development, and the overall compliance of the land division with applicable requirements of this Subdivision Ordinance.

*Sec. 38-16.6. Criteria for preliminary plat approval.*



The following criteria shall be used to determine whether the preliminary plat application shall be approved, approved with conditions, or denied:

- (a) *Approval criteria.*
  - (1) The preliminary plat is consistent with all zoning requirements for the property, including any applicable planned unit development (PUD) zoning standards;
  - (2) The proposed provision and configuration of public improvements including, but not limited to, roads, water, wastewater, storm drainage, park facilities, open spaces, habitat restoration, easements and right-of-way are adequate to serve the development, meet applicable standards of this Subdivision Ordinance, and conform to the city's adopted master plans for those facilities;
  - (3) The preliminary plat has been duly reviewed by applicable city staff;
  - (4) The preliminary plat conforms to design requirements and construction standards as set forth in the Engineering Standards Manual and construction details;
  - (5) The preliminary plat is consistent with the adopted comprehensive plan; and
  - (6) The proposed development represented on the preliminary plat does not endanger public health, safety or welfare.

*Sec. 38-18.7. Effect of preliminary plat approval.*

- (a) *Continuation of the development process.* The approval of a preliminary plat by the city council shall allow the applicant to proceed with the development and platting process by submitting construction plans and a final plat.
- (b) *General approval of layout only.* Approval of the preliminary plat shall be deemed general approval of the subdivision's layout only, and shall not constitute approval or acceptance of construction plans or a final plat.

**History:**

1. (PC-1729) The property was zoned R-1-D with the adoption of the 1985 Zoning Map, and later rezoned as R-6.
2. (PC-2194) Council approved the rezone to a PUD for this property on January 28, 2025.
3. (PC-2212) The Planning Commission recommended approval of this application on April 1, 2025.

**Next Steps:**

If Council approves this preliminary plat, the Applicant can begin construction of required public improvements for the development. The Applicant must pull all necessary permits through Engineering and Construction Services and any required through the State.

The final plat can be applied for after all requirements for preliminary plat have been satisfied and approved by City staff. A pre-application meeting is required before submittal.

**Preliminary Plat Expiration:**

If approved, the Preliminary Plat of the Element expires April 22, 2027 (or from Council approval date if tabled) if the required criteria is not met or an extension has not been granted.

**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 preliminary 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 Code Citations and Comments:**

Note: This application is for the preliminary plat of the Element Westminster Addition located at 1701 South Westminster Road.

Section 38-18 in the Subdivision Regulations requires all existing and proposed utility lines and public improvements be reflected on the preliminary plat or accompanying plan. The proposed public utility line installations required with this application are shown on the plat, must be constructed and will be dedicated to the city prior to the final plat application.

#### **Water Supply and Distribution**

There are public water mains bordering the proposed parcel, a twenty four (24) inch line running along the south side of S.E. 15th Street and a twenty four (24) inch line running along the west side of Westminster Road.

The applicant is proposing public water main extensions throughout the development serving all of the proposed lots. The proposed lines will connect to Westminster Road in the east and will connect to S.E.15th Street in the north. The lines will be within dedicated right of way and utility easements reflected on the final plat.

Connection to the public water supply system for domestic service is a building permit requirement per Municipal Code 43-32 for all new buildings.

#### **Sanitary Sewerage Collection and Disposal**

There are no public sewer mains bordering the proposed parcel. An eight (8) inch line runs off site close to the west side of the subject property in the Windsong Addition. An eight (8) inch line also runs off site close to the north side of the subject property in the Nottoway Addition.

The applicant is proposing a public sewer main extension to the development serving all of the proposed lots. The proposed eight (8) inch public sanitary sewer line will extend to the east and south crossing the parcel. The line will be within dedicated easement reflected on the final plat. Note a large part of the proposal's family units will be serviced by an interior private system

Connection to the public sewer system for domestic service is a building permit requirement per Municipal Code 43-109 for all new buildings.

#### **Streets and Sidewalks**

Access to the parcel is from S.E. 15th Street and Westminster Road.

There is currently no sidewalk along S.E. 15th Street and Westminster Drive. Sidewalks will be constructed along the existing frontage.

Note a large part of the proposal's family units will be serviced by an interior private drive system.

Improvement plans for the streets and sidewalks must be prepared by a registered professional engineer and be submitted to staff for plan review and approval.

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

The parcel currently generally sheet flows from the west part of the area of request to the east part draining into the bar ditch and through a culvert located under Westminster Road.

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.

The applicant has proposed to construct a common detention pond to collect most of the onsite runoff. The proposed private paving and storm inlets will collect the surface runoff and carry it to the detention facility. The detention pond outlet will discharge runoff through the culvert located under Westminster Road that will eventually convey the water to the Choctaw Creek watershed. The proposed detention pond will create a net decrease in the flow rate of the water flowing to the City's existing infrastructure.

All future development on the proposed tracts must conform to the applicable requirements of Municipal Code Chapter 13, "Drainage and Flood Control." Resolution 84-20 requires that developers install and maintain sediment and/or erosion controls in conjunction with their construction activities. Any proposed development must conform to the applicable requirements of Municipal Code Chapter 43, "Erosion Control." Sediment control plans must be submitted to and approved by the city before any land disturbance is done on-site. The developer is responsible for the cleanup of sediment and other debris from drainage pipes, ditches, streets and abutting properties as a result of his activities.

**Easements and Right-of-Way**

The required easements and existing right of way for the area of request are illustrated on the preliminary plat and will be dedicated to the city when the final plat is filed.

All easements and right of way dedications are to comply with Municipal Code Sections 38-43, 38-44, and 38-45.

**Fire Marshal's Comments:**

The proposed sit plan currently meets access and egress requirements for fire department vehicles. Hydrants are currently shown spaced appropriately for response with 26' road width clearance in front of hydrants. Verify with MWC Line Maintenance regarding systems connectivity to city mains.

All newly gated communities shall install an emergency rapid access device prior to the operation of any controlled access device. Such emergency rapid access device and location thereof must be approved by the appropriate fire official prior to installation or use. - Midwest City Ord. Sec 15-26 (IFC 506).

Multiple family residential projects having more than 100 dwelling units shall be equipped throughout with two separate and approved fire apparatus access roads. IFC D106.

Fire hydrants shall be located and so spaced that no hose lay from a fire apparatus exceeds five hundred (500) feet within areas containing one- and two-family detached dwellings. Such dwellings located in areas not served by city water may qualify for the following exceptions:

(1) Those having installed an approved residential sprinkler system per NFPA 13D;

(2) Those having installed an approved fire detection and alarm system per NFPA 72 that is continuously monitored by a central station.

Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm), exclusive of shoulders (see Figure D103.1). (bump outs have been provided and approved in front of hydrant locations).

Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.

Fire apparatus access roads shall not exceed 10 percent in grade.

*This code analysis has been provided with the current information provided from the applicant. This list is not an all-inclusive list of compliance due to the limited information available at the time of this report. A full review can be completed once a comprehensive floor plan/life safety analysis is provided by the architect/designer of record.*

Fire Marshal Duane Helmberger and Assistant Fire Marshal Ashley Duncan.

### **Public Works' Comments:**

#### **Line Maintenance**

##### *Water*

- Any required water main extension shall be a designed looped system to eliminate dead ends.
- Fire hydrant locations shall be installed per Midwest City Municipal Code Section 15-22. Clearance around fire hydrants shall be installed per Midwest City Municipal Code Sections 15-20 and 43-54 (b).
- Water main extension plans shall be approved by Oklahoma Department of Environmental Quality and the City of Midwest City prior to Line Maintenance approval of building permit(s).
- Ordinance No. 3552 shall be observed regarding separate water meters where applicable.
- Water meter(s) shall be installed in "green belt" per Midwest City Municipal Code Section 43-54.

##### *Sanitary Sewer*

- Sanitary sewer is available to the property; however, an extension may be required. The applicant shall be responsible for communicating the anticipated daily sewer discharge and impact to POTW.
- Sewer main extension/relocation plans shall be approved by the Oklahoma Department of Environmental Quality and City of Midwest City prior to Line Maintenance approval of building permit(s). Sewer mains need to be located in front easement.
- Sewer manhole clearance shall meet Midwest City Municipal Code Section 43-106(b).

##### *Landscaping*

#### **Protection of Utilities.**

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

Distance from fireplugs.

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

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

**Planning Division:**

Staff met with the Applicant February 3, 2025 for a pre-application meeting.

The Site Plan Review Team Meeting was held February 26, 2025 and the following departments were present: Planning & Zoning, Engineering, Fire Marshal's Office, and Sanitation.

If approved, all development standards and regulations for the approved PUD (PC-2194) shall be observed.

Action is at the discretion of the City Council.

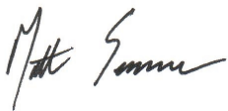
**Action Required:**

Approve or reject the Preliminary Plat of Element subject to staff comments as found in the April 22, 2025 agenda packet and made a part of PC-2212 file.

**Suggested Motion:**

***"To approve the Preliminary Plat of Element for the property noted herein, subject to Staff Comments found in the April 22, 2025 City Council agenda packet and made a part of the PC-2212 file."***

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

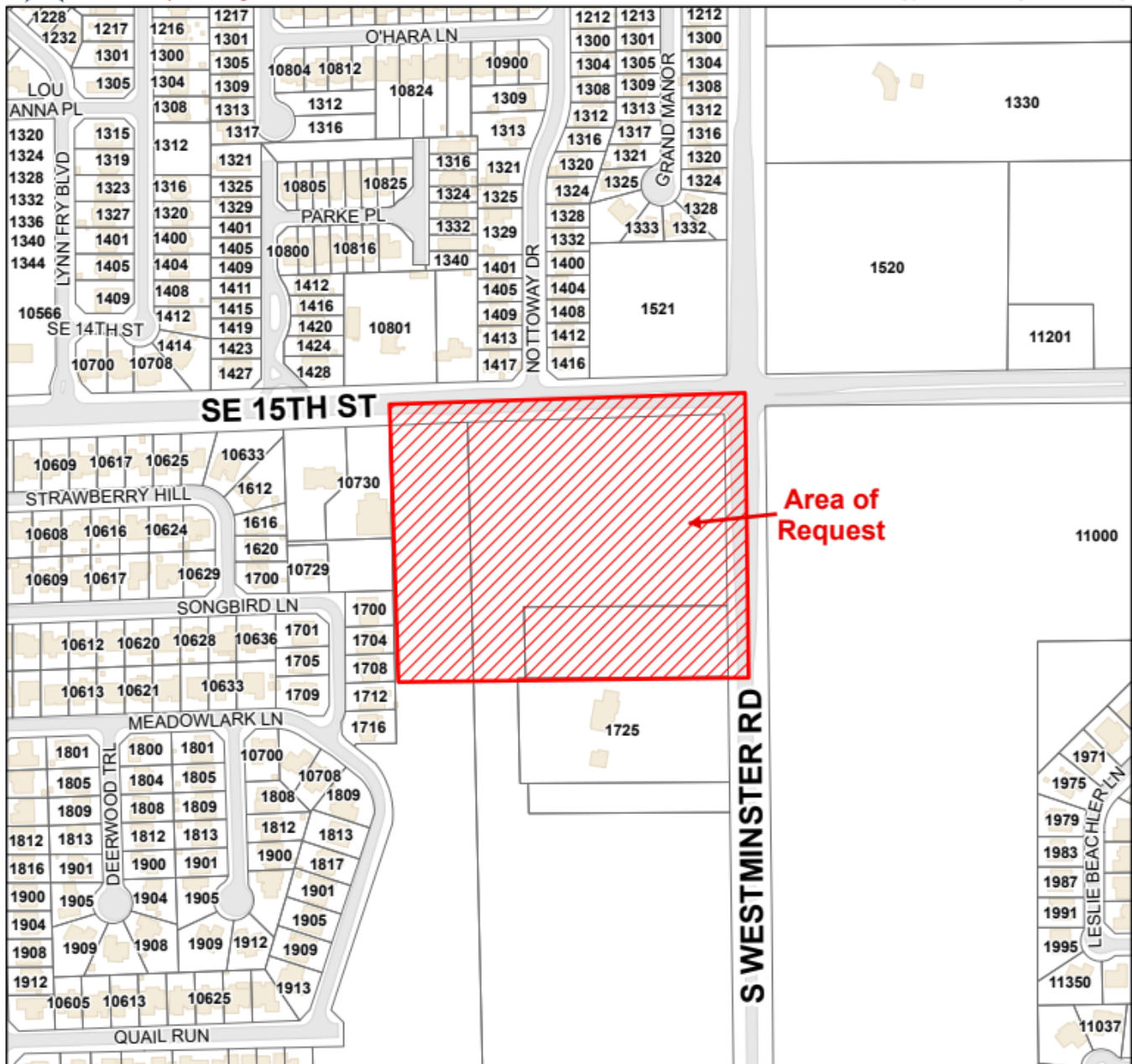


Matt Summers, AICP

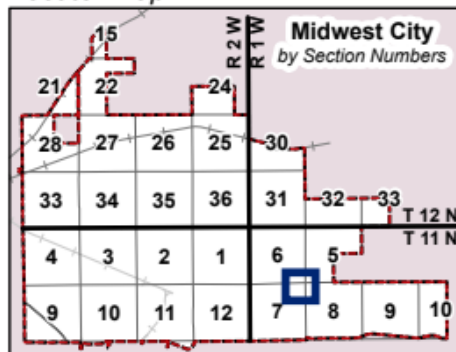
Community Development Director



GIS- Information Technology/ Planning & Zoning



Locator Map



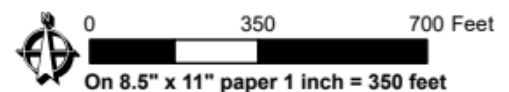
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Railroads  
Current Zoning Legend

- Inactive / Closed

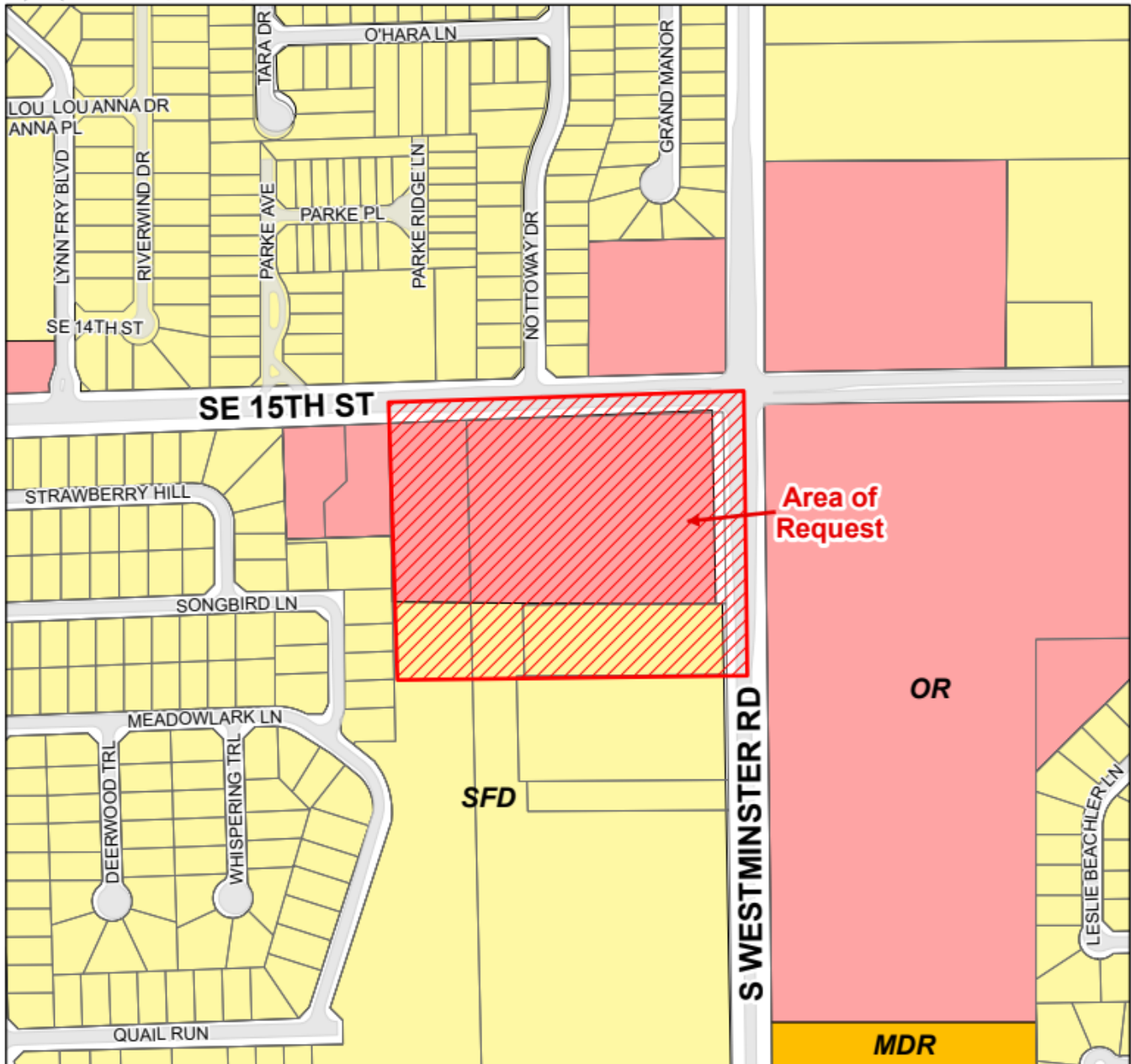
GENERAL MAP FOR  
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(NE/4, Sec 7, T11N, R1W)



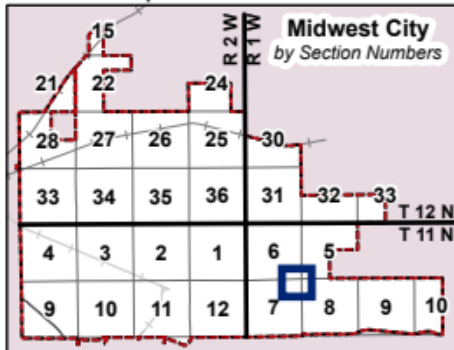
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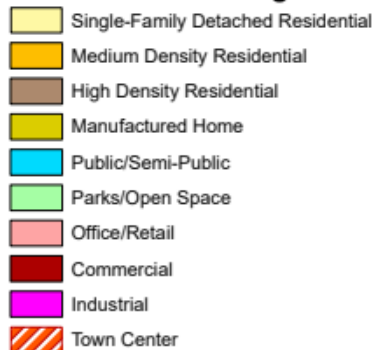
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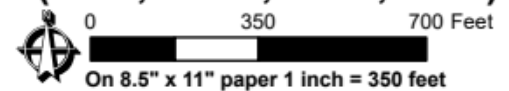
Future Land Use Legend



FUTURE LAND USE

MAP FOR  
PC-2212

(NE/4, Sec 7, T11N, R1W)

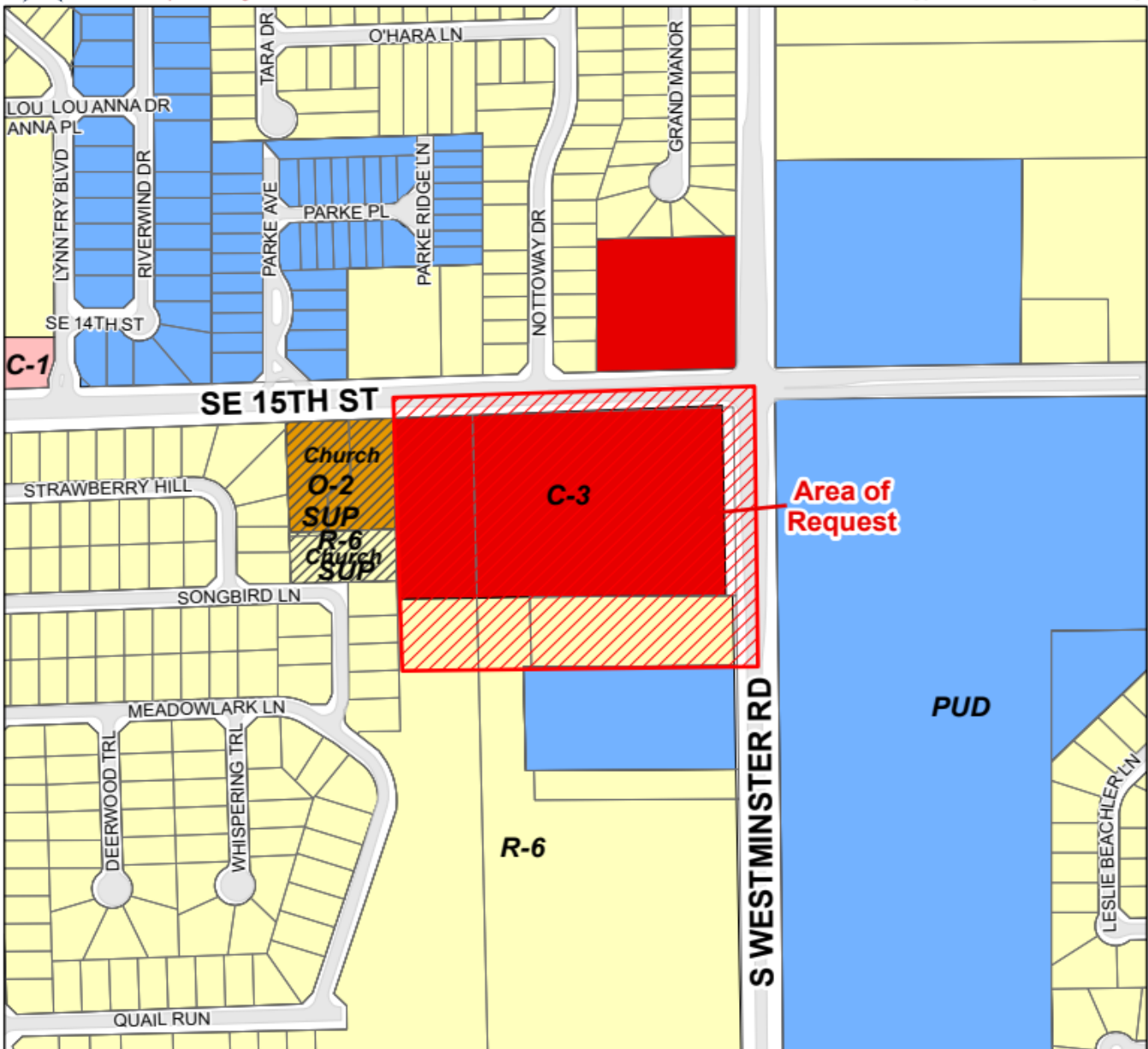


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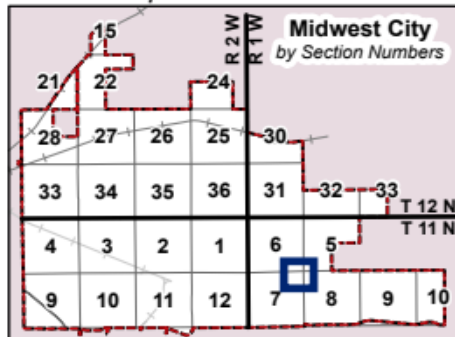




GIS- Information Technology/ Planning & Zoning



Locator Map



Current Zoning Legend

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

## ZONING MAP FOR PC-2212 (NE/4, Sec 7, T11N, R1W)



0 350 700 Feet

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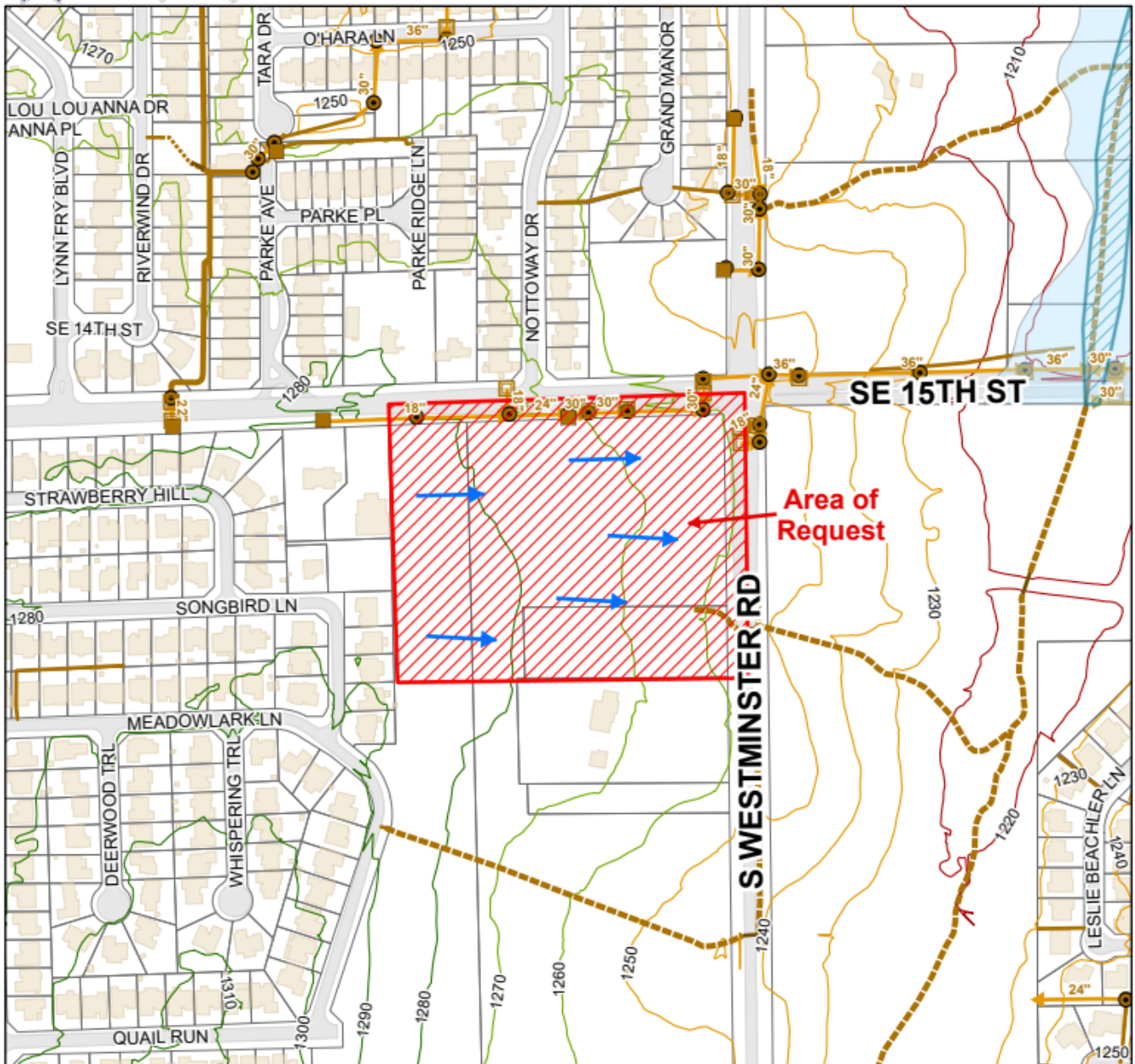
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*Zoning Map has not been updated to reflect the most recent zoning change of the subject property.*

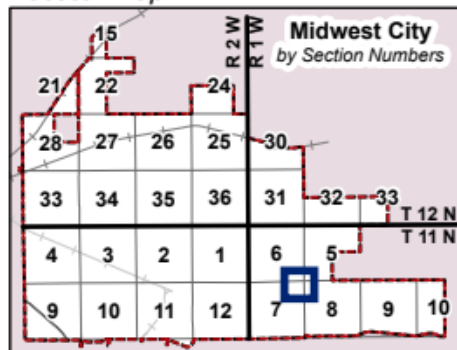




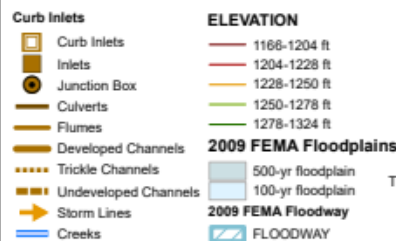
GIS- Information Technology/ Planning & Zoning



Locator Map



Drainage Legend



## DRAINAGE LOCATION MAP FOR PC-2212 (NE/4, Sec 7, T11N, R1W)



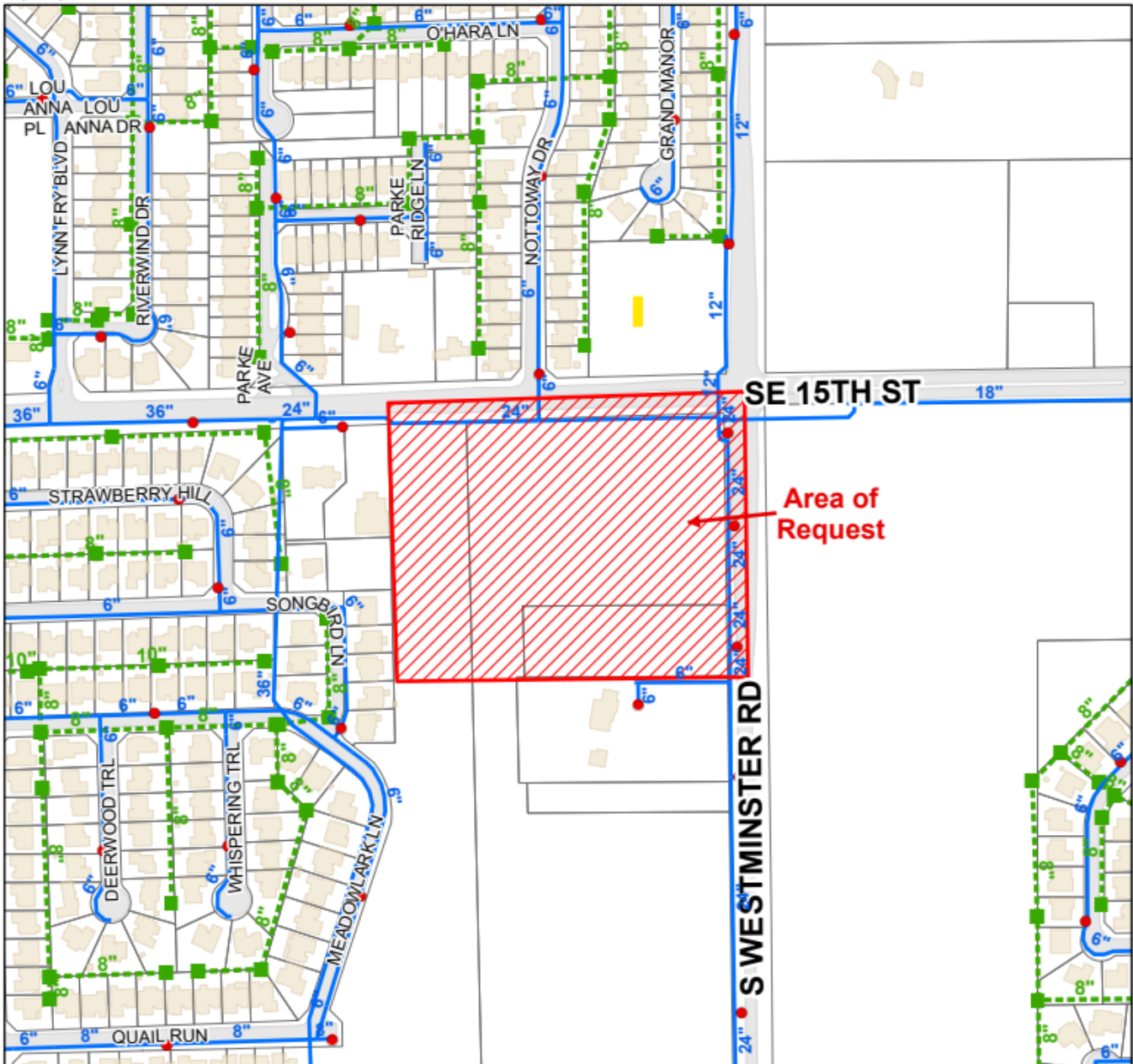
0 350 700 Feet

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

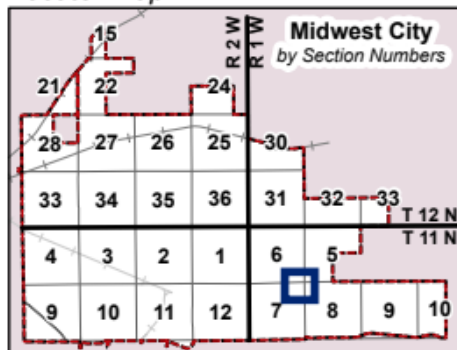
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT 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.



GIS- Information Technology/ Planning & Zoning



Locator Map



Water/Sewer Legend

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

## WATER/SEWER LINE LOCATION MAP FOR PC-2212 (NE/4, Sec 7, T11N, R1W)

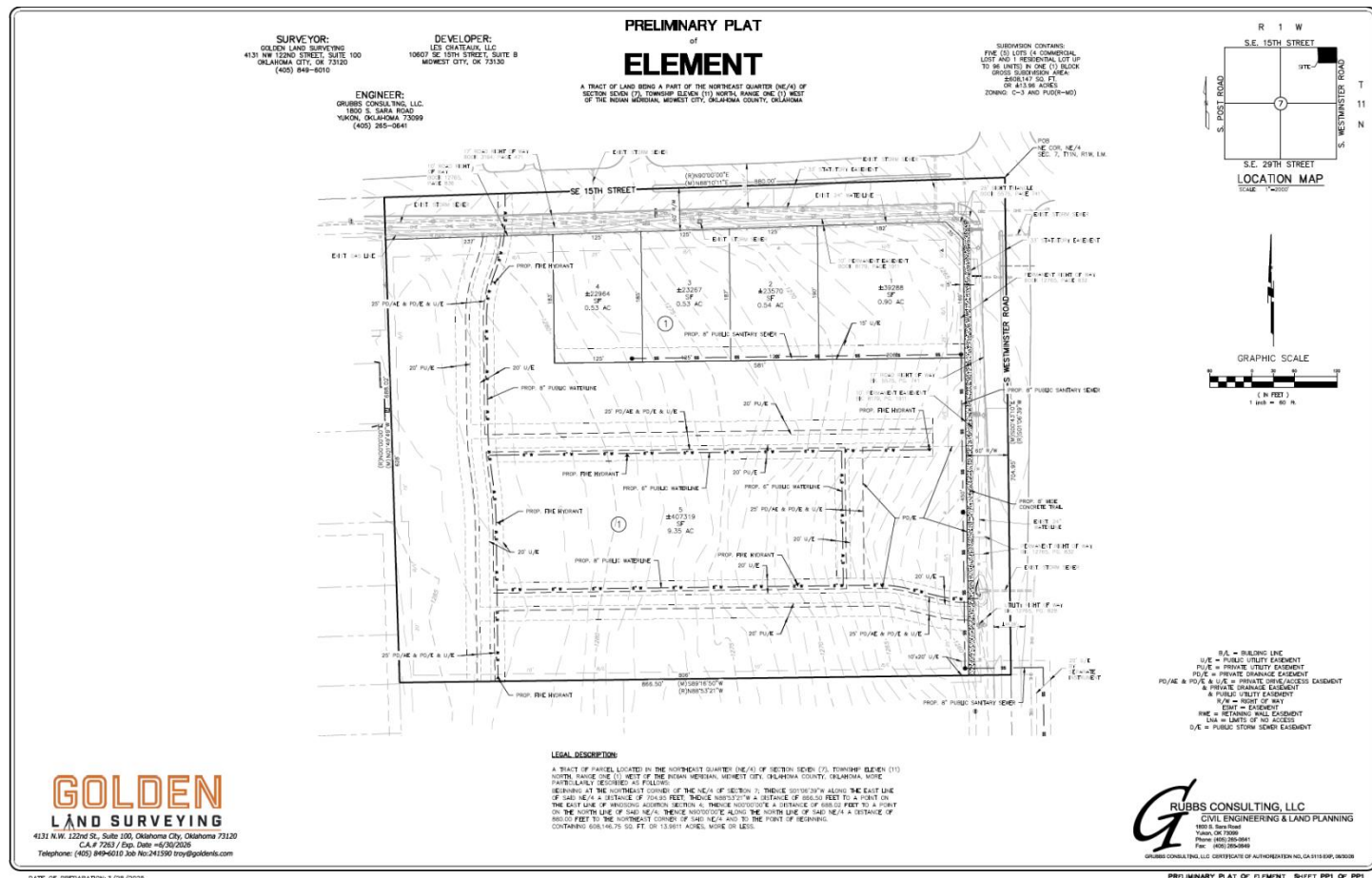


0 350 700 Feet

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

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.

# PRELIMINARY PLAT







**City Attorney, Donald D. Maisch**

100 N. Midwest Boulevard

Midwest City, OK 73110

DMaisch@midwestcityok.org

Office: 405.739.1203

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

## **MEMORANDUM**

To: Mayor and Members of the City Council

From: 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: April 22, 2025

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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,

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 \_\_\_\_\_



**City Attorney, Donald D. Maisch**

100 N. Midwest Boulevard

Midwest City, OK 73110

DMaisch@midwestcityok.org

Office: 405.739.1203

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

## MEMORANDUM

To: Mayor and Members of the City Council

From: Don Maisch  
City Attorney

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

Date: April 22, 2025

---

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

Each City Council Member shall have 60 days to nominate a person for appointment or the nomination process rolls to the Mayor.

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

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

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

Respectfully submitted,

Donald D. Maisch City  
Attorney

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

**42-23. Created.**

**Section 2.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees; Article II, Tree Board, Section 42-24, Members; is hereby amended to read as follows:

(a) The city tree board shall be composed of seven (7) members, all of whom shall be residents of Midwest City;. Each member of the City Council, except the Mayor, shall nominate a resident from their Ward. The Mayor shall nominate a resident from the City of Midwest City. Each nomination shall be nominated by the mayor and confirmed by the council City Council. The mayor shall be ex officio a member of the board. If a member of the City Council does not nominate a resident of his/her ward to this Committee within sixty (60) days of the date of any vacancy on the Committee, the Mayor may nominate a Midwest City resident, that may or may not be from the ward represented by the City Council Member who was not able to provide a nominee. Said nominee shall be required to be approved by the City Council.

(b) The term of the seven (7) members shall be three (3) years or until their successors take office, ~~except that in the first instance, three (3) members shall be appointed for three (3) years; two (2) members for two (2) years, two (2) members for one year.~~ The members of the board shall be nominated and appointed solely with reference to their fitness and without reference to party affiliation, and shall serve without compensation as hereinafter provided. Members may be removed by the city council only for inefficiency, neglect of duty or malfeasance in office. Absences from meetings by the board members shall be governed by section 2-28 of the Municipal Code. Vacancies occurring otherwise than through the expiration of terms shall be filled only for the unexpired term by the mayor with confirmation by the city council, provided that each member



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

5  
6 **Section 3.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;  
7 Article II, Tree Board, Section 42-25, Officers; is hereby amended to read as follows:

8  
9 **42-25. Officers.**

10  
11 The city tree board shall elect a ~~chairman~~, a vice-chair, and a secretary and shall create  
12 and fill such other offices as it may determine. The term of ~~chairman~~, vice-chair, and secretary  
13 shall be one (1) year, with eligibility for reelection.

14  
15 **Section 4.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;  
16 Article II, Tree Board, Section 42-26, Standing Committees; is hereby amended to read as follows:

17  
18 **42-26. Standing Committees.**

19  
20 The city tree board ~~shall~~ may receive recommendations and assistance from standing  
21 committees. Such standing committees may be formed as necessary and may include: Forestry  
22 master plan committee, public image committee, annual work plans committee, park board  
23 liaison, and community projects committee. Members shall be appointed by the ~~chairman~~ and  
24 confirmed by the board. Each committee shall serve at the pleasure of the board.

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

28  
29 **42-27. Meetings required.**

30  
31 The city tree board shall hold at least one (1) regular meeting each calendar quarter.  
32 Meeting agendas shall be posted at City Hall and at the location of the city tree board meeting if  
33 different than City Hall at least twenty-four (24) hours before the start of any meeting.

34  
35 **Section 6.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;  
36 Article II, Tree Board, Section 42-28, Quorum; hereby reads as follows:

37  
38 **42-28. Quorum.**

39  
40 Four (4) members of the city tree board shall constitute a quorum for the transaction of  
41 business.

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

1 **42-29. ~~Reserved~~ Mission and Purpose.**

2  
3 The Mission and Purpose of the city tree board is to: promote sound urban forest  
4 management, maintain and expand a healthy and beneficial tree population, identify trees that  
5 are invasive and to remove or eliminate such invasive species of trees.  
6

7 **Section 8.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;  
8 Article II, Tree Board, Section 42-30, General powers; is hereby amended to read as follows:  
9

10 **42-30. General powers.**

11  
12 In general, the city tree board shall have such powers as may be necessary to enable it to  
13 fulfill its ~~functions~~, mission and purpose to: promote sound urban forest management, maintain  
14 and expand a healthy and beneficial tree population, identify and have removed invasive species  
15 of trees, and carry out the purposes of this chapter.  
16

17 **Section 9.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;  
18 Article II, Tree Board, Section 42-31, Duties and responsibilities; is hereby amended to read as  
19 follows:  
20

21 **42-31. Duties and responsibilities.**

22  
23 It shall be the responsibility of the city tree board to study, investigate, counsel and  
24 develop and/or update annually a written plan for the care, preservation, trimming, planting,  
25 replanting, removal or disposition of trees and shrubs in public ways, streets, parks and alleys.  
26 Such plan will be presented annually to the city council and upon their acceptance and approval  
27 shall constitute the official comprehensive city tree plan for the city. The board, when requested  
28 by the city council, shall consider, investigate, make findings, report and recommend upon any  
29 special matter of question coming within the scope of its work. In addition to the above described  
30 duties and responsibilities the Midwest City Tree Board shall hear all requests for waivers as  
31 outlined in section 42-12 and section and section 42-13 of the Code. A report with the  
32 recommendation of the tree board shall be forwarded to the city council for final action on each  
33 application. Said hearing shall be open to the public and all interested parties shall be given the  
34 opportunity to be heard. The board shall propose rules to govern these hearings to the council  
35 for approval.  
36

37 **Section 10.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;  
38 Article II, Tree Board, Section 42-32, Entry powers; is hereby amended to read as follows:  
39

40 **42-32. Entry powers.**

41  
42 The city tree board, its members, officers and employees, in the performance of their  
43 ~~functions~~ mission, purpose, duties and responsibilities, may enter public ways, streets, alleys and  
44 parks to make examinations and surveys.  
45

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

3  
4 **42-33. Interference with board.**

5  
6 It shall be unlawful for any person to prevent, delay or interfere with the city tree board,  
7 or any of its agents, or employees while engaging in and about the planting, cultivating,  
8 mulching, pruning, spraying, or removing of any street trees or park trees as authorized in this  
9 chapter.

10  
11 **Section 12.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;  
12 Article II, Tree Board, Section 42-34, Master plan; hereby reads as follows:

13  
14 **42-34. Master plan.**

15  
16 The city tree board shall have the power and the duty to make and recommend to the city  
17 council for adoption a master plan for the development of a forestry program for the city. The  
18 plan shall be made with the general purposes of guiding and accomplishing a coordinated  
19 forestry program. The landscape master plan shall outline tree planting needs relative to the  
20 specific landscape plans for individual areas, such as parks and other major public areas.

21  
22 **Section 13.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;  
23 Article II, Tree Board, Section 42-35, Annual work plans; hereby reads as follows:

24  
25 **42-35. Annual work plans.**

26  
27 The work plan developed annually by the city tree board shall implement the master plan,  
28 working with the general public. The annual plan shall describe planned activities for the coming  
29 year in tree planting, tree maintenance, and tree removal and disposal. Main items of the work  
30 plan, shall include what is to be done, how it is to be done, who is to do it, and estimated cost to  
31 the community. The annual work plan committee shall make recommendations to the board. The  
32 annual work plan shall be coordinated with the park and recreation board and then presented to  
33 the city council for final approval.

34  
35 **Section 14.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;  
36 Article II, Tree Board, Section 42-36, Review by city council; is hereby amended to read as  
37 follows:

38  
39 **42-36. Review by city council.**

40  
41 The city council shall review the conduct, acts, decisions and recommendations of the  
42 city tree board. No action of the city tree board shall become final until approved by the city  
43 council. Requests for waivers considered by the city tree board pursuant to section 42-31 shall  
44 be considered by the city council ~~by public hearing~~.

1 **Section 15.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;  
2 Article II, Tree Board, Section 42-37, Rules authorized; records; hereby reads as follows:  
3  
4

5 **42-37. Rules authorized; records.**  
6

7 The city tree board shall adopt rules for the transaction of business and shall keep a record  
8 of its resolutions, transactions, findings and determinations, which record shall be a public  
9 record.  
10

11 **Section 16.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;  
12 Article II, Tree Board, Section 42-38, ~~Reserved~~ City Liaison; is hereby amended to read as follows:  
13

14 **42-38. ~~Reserved~~ City Liaison.**  
15

16 The City Manager shall appoint a member of City Staff to be a liaison to the city tree board.  
17 The Liaison shall ensure that minutes of each meeting of the city tree board are taken, compiled,  
18 reduced into a written format, reviewed and approved by the city tree board and submitted to the  
19 City Council.  
20

21 **Section 17.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;  
22 Article II, Tree Board, Section 42-39, ~~Reserved~~ Sunset; is hereby amended to read as follows:  
23

24 **42-39. ~~Reserved~~ Sunset.**  
25

26 The city tree board shall continue until January 1, 2029. The city tree board may be  
27 reviewed, and the City Council may determine to continue the city tree board beyond January 1,  
28 2029.  
29

30 **Section 18.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby  
31 repealed.  
32

33 **Section 19.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for  
34 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions  
35 of the ordinance.  
36

37 Ordinance Amendments PASSED AND APPROVED by the Mayor and the Council of the City  
38 of Midwest City, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.  
39

40 **THE CITY OF MIDWEST CITY, OKLAHOMA**  
41

42  
43  
44 \_\_\_\_\_  
45 MATTHEW D. DUKES, II, Mayor

1 ATTEST:

2  
3 \_\_\_\_\_  
4 SARA HANCOCK, City Clerk

5  
6 Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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9 \_\_\_\_\_  
10 DONALD D. MAISCH, City Attorney

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

**42-24. Members.**

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

## 42-25. Officers.

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

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

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

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

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

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

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

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

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

30  
31 The Mission and Purpose of the city tree board is to: promote sound urban forest  
32 management, maintain and expand a healthy and beneficial tree population, identify trees that  
33 are invasive and to remove or eliminate such invasive species of trees.

34  
35 **Section 6.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;  
36 Article II, Tree Board, Section 42-30, General powers; is hereby amended to read as follows:

37  
38 **42-30. General powers.**

39  
40 In general, the city tree board shall have such powers as may be necessary to enable it to  
41 fulfill its mission and purpose to: promote sound urban forest management, maintain and expand  
42 a healthy and beneficial tree population, identify and have removed invasive species of trees,  
43 and carry out the purposes of this chapter.  
44

1 **Section 7.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;  
2 Article II, Tree Board, Section 42-31, Duties and responsibilities; is hereby amended to read as  
3 follows:  
4

5 **42-31. Duties and responsibilities.**  
6

7 It shall be the responsibility of the city tree board to study, investigate, counsel and  
8 develop and/or update annually a written plan for the care, preservation, trimming, planting,  
9 replanting, removal or disposition of trees and shrubs in public ways, streets, parks and alleys.  
10 Such plan will be presented annually to the city council and upon their acceptance and approval  
11 shall constitute the official comprehensive city tree plan for the city. The board, when requested  
12 by the city council, shall consider, investigate, make findings, report and recommend upon any  
13 special matter of question coming within the scope of its work. In addition to the above described  
14 duties and responsibilities the Midwest City Tree Board shall hear all requests for waivers as  
15 outlined in section 42-12 and section and section 42-13 of the Code. A report with the  
16 recommendation of the tree board shall be forwarded to the city council for final action on each  
17 application. Said hearing shall be open to the public and all interested parties shall be given the  
18 opportunity to be heard. The board shall propose rules to govern these hearings to the council  
19 for approval.  
20

21 **Section 8.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;  
22 Article II, Tree Board, Section 42-32, Entry powers; is hereby amended to read as follows:  
23

24 **42-32. Entry powers.**  
25

26 The city tree board, its members, officers and employees, in the performance of their  
27 mission, purpose, duties and responsibilities, may enter public ways, streets, alleys and parks to  
28 make examinations and surveys.  
29

30 **Section 9.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;  
31 Article II, Tree Board, Section 42-36, Review by city council; is hereby amended to read as  
32 follows:  
33

34 **42-36. Review by city council.**  
35

36 The city council shall review the conduct, acts, decisions and recommendations of the  
37 city tree board. No action of the city tree board shall become final until approved by the city  
38 council. Requests for waivers considered by the city tree board pursuant to section 42-31 shall  
39 be considered by the city council.  
40

41 **Section 10.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;  
42 Article II, Tree Board, Section 42-38, City Liaison; is hereby amended to read as follows:  
43

44 **42-38. City Liaison.**  
45



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

5  
6 **Section 11.** That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees;  
7 Article II, Tree Board, Section 42-39, Sunset; is hereby amended to read as follows:

8  
9 **42-39. Sunset.**

10  
11 The city tree board shall continue until January 1, 2029. The city tree board may be  
12 reviewed, and the City Council may determine to continue the city tree board beyond January 1,  
13 2029.

14  
15 **Section 12.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby  
16 repealed.

17  
18 **Section 13.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for  
19 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions  
20 of the ordinance.

21  
22 Ordinance Amendments PASSED AND APPROVED by the Mayor and the Council of the City  
23 of Midwest City, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

24  
25 **THE CITY OF MIDWEST CITY, OKLAHOMA**

26  
27  
28  
29 \_\_\_\_\_  
30 MATTHEW D. DUKES, II, Mayor

31 ATTEST:

32  
33  
34 \_\_\_\_\_  
35 SARA HANCOCK, City Clerk

36  
37 Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

38  
39  
40 \_\_\_\_\_  
41 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](http://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 2, Administration; Article VII, Traffic and Safety Commission; Sections: 2-94, Appointment of members; 2-95, Term of membership; 2-96, Officers terms; 2-97, Meetings; 2-99, Removal of members for absences; 2-101, Reserved; 2-102, Reserved; 2-103, Reserved; and providing for a repealer, and severability. (D. Maisch – City Attorney).

Date: April 22, 2025

---

The proposed amendments to Chapter 2, Article VII, amend the ordinances that create and implement the City's Traffic and Safety Commission. These changes generally bring the Traffic and Safety Commission 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 60 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 VII, 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 Traffic and Safety Commission. 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,

Donald D. Maisch  
City Attorney



1 City. All members nominated shall be approved by ~~with the concurrence of the city council;~~  
2 ~~however, no~~ No person shall be eligible for ~~appointment~~ a nomination to the commission who  
3 holds an office in the city or is engaged in city employment. If a member of the City Council does  
4 not nominate a resident of his/her ward to this commission within sixty (60) days of the date of  
5 any vacancy on the commission, the Mayor may nominate a Midwest City resident, that may or  
6 may not be from the ward represented by the City Council Member who was not able to provide a  
7 nominee. Said nominee shall be required to be approved by the City Council.  
8

9 **Section 5.** That the Midwest City Municipal Code, Chapter 2, Administration; Article VII, Traffic  
10 and Safety Commission; Section 2-95, Term of membership; is hereby amended to read as follows:  
11

12 **Section 2-95. Term of membership.**  
13

14 Each ~~appointed~~ member of the commission created by this article shall hold office for a  
15 period of ~~two (2)~~ three (3) years or until his successor takes office; except that in the initial  
16 appointment three (3) members shall be appointed for a period of one (1) year, and four (4)  
17 members for a period of two (2) years. Any member may be reappointed for an additional three  
18 (3) year term that may run consecutively, as approved by the City Council. Any member of the  
19 commission may be reappointed to multiple consecutive three-year terms.  
20

21 **Section 6.** That the Midwest City Municipal Code, Chapter 2, Administration; Article VII, Traffic  
22 and Safety Commission; Section 2-96, Officers; term; is hereby amended to read as follows:  
23

24 **Section 2-96. Officers; term.**  
25

26 The traffic and safety commission shall elect from its members a ~~chairman~~, a vice-chair,  
27 and a secretary, who shall serve for terms of one (1) year.  
28

29 **Section 7.** That the Midwest City Municipal Code, Chapter 2, Administration; Article VII, Traffic  
30 and Safety Commission; Section 2-97, Meetings; is hereby amended to read as follows:  
31

32 **Section 2-97. Meetings.**  
33

34 The traffic and safety commission shall meet at least once each month. Special meetings  
35 may be ~~called by the mayor or the city manager~~ posted by the City Liaison. All meeting dates,  
36 times and agendas shall be posted at the City Hall Complex and on the City's website for public  
37 notification purposes at least twenty-four (24) hours prior to the start of the meeting.  
38

39 **Section 8.** That the Midwest City Municipal Code, Chapter 2, Administration; Article VII, Traffic  
40 and Safety Commission; Section 2-98, No compensation; hereby reads as follows:  
41

42 **Section 2-98. No compensation.**  
43

44 The members of the commission created by this article shall serve without compensation.  
45

1 **Section 9.** That the Midwest City Municipal Code, Chapter 2, Administration; Article VII, Traffic  
2 and Safety Commission; Section 2-99, Removal of members for absences; hereby reads as follows:  
3

4 **Section 2-99. Removal of members for absences.**  
5

6 Absences from meetings by commission members shall be governed by section 2-28 of the  
7 Municipal Code.  
8

9 **Section 10.** That the Midwest City Municipal Code, Chapter 2, Administration; Article VII, Traffic  
10 and Safety Commission; Section 2-100, Powers and duties; hereby reads as follows:  
11

12 **Section 2-100. Powers and duties.**  
13

14 It shall be the duty of the traffic and safety commission to:

- 15 (a) Coordinate traffic and transportation activities in the city;
- 16 (b) Receive complaints and conduct hearings having to do with traffic and  
17 transportation matters;
- 18 (c) Recommend to the city council and other city officials ways and means toward  
19 improving traffic, transportation and checking conditions;
- 20 (d) Administer and enforce the traffic regulations of the city;
- 21 (e) Study and recommend to the city council proper locations for the installation and  
22 maintenance of traffic-control devices;
- 23 (f) Investigate generally traffic conditions;
- 24 (g) Recommend to the city council proper locations for crosswalks, safety zones and  
25 methods to facilitate proper flow of traffic and turning movements;
- 26 (h) Recommend places for the location of loading zones for public cars, including bus  
27 and taxicab stands for the greatest benefit to the public;
- 28 (i) Recommend parking limits, either no parking or limitations upon the time of  
29 parking;
- 30 (j) Recommend to the city council proper locations for stop signs and recommend  
31 intersections where stop signs should be installed or reduced speed locations; and
- 32 (k) Carry out any further duties which may be imposed upon it by ordinance or by the  
33 city council.  
34

35 **Section 11.** That the Midwest City Municipal Code, Chapter 2, Administration; Article VII, Traffic  
36 and Safety Commission; Section 2-101, Reserved; is hereby amended to read as follows:  
37

38 **Section 2-101. ~~Reserved~~ Mission and Purpose.**  
39

40 The mission and purpose of the traffic and safety commission is to provide  
41 recommendations to the City Council and to city staff concerning traffic and safety issues within  
42 the City of Midwest City. Assist, through recommendation to the City Council and city staff, with  
43 the interpretation of the Manual on Uniform Traffic Control Devices for Streets and Highways  
44 (MUTCD) as published by the United States Department of Transportation, Federal Highway  
45 Administration, where necessary. Provide guidance and recommendations to the City Council and

city staff concerning traffic flow, traffic control devices, and parking issues when requested by residents of Midwest City.

**Section 12.** That the Midwest City Municipal Code, Chapter 2, Administration; Article VII, Traffic and Safety Commission; Section 2-102, Reserved; is hereby amended to read as follows:

**Section 2-102. ~~Reserved~~ City Liaison.**

The City Manager shall appoint a member of city staff to be a liaison to the commission. The Liaison shall ensure that minutes of each meeting of the commission are taken, compiled, reduced into a written format, reviewed and approved by the commission and submitted to the City Council.

**Section 13.** That the Midwest City Municipal Code, Chapter 2, Administration; Article VII, Traffic and Safety Commission; Section 2-103, Reserved; is hereby amended to read as follows:

**Section 2-103. ~~Reserved~~ Sunset.**

The traffic and safety commission shall continue until January 1, 2029. The commission may be reviewed, and the City Council may determine to continue this commission beyond January 1, 2029.

**Section 14.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

**THE CITY OF MIDWEST CITY, OKLAHOMA**

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

ATTEST:

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

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

\_\_\_\_\_  
DONALD D. MAISCH, City Attorney

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

**Section 2-94. Appointment of members.**

**Section 2.** That the Midwest City Municipal Code, Chapter 2, Administration; Article VII, Traffic and Safety Commission; Section 2-95, Term of membership; is hereby amended to read as follows:

Each member of the commission created by this article shall hold office for a period of three (3) years or until his successor takes office. Any member may be reappointed for an additional three (3) year term that may run consecutively, as approved by the City Council. Any member of the commission may be reappointed to multiple consecutive three-year terms.

**Section 2-96. Officers; term.**



1 The traffic and safety commission shall elect from its members a chair, a vice-chair, and a  
2 secretary, who shall serve for terms of one (1) year.

3  
4 **Section 4.** That the Midwest City Municipal Code, Chapter 2, Administration; Article VII, Traffic  
5 and Safety Commission; Section 2-97, Meetings; is hereby amended to read as follows:

6  
7 **Section 2-97. Meetings.**

8  
9 The traffic and safety commission shall meet at least once each month. Special meetings  
10 may be posted by the City Liaison. All meeting dates, times and agendas shall be posted at the  
11 City Hall Complex and on the City's website for public notification purposes at least twenty-four  
12 (24) hours prior to the start of the meeting.

13  
14 **Section 5.** That the Midwest City Municipal Code, Chapter 2, Administration; Article VII, Traffic  
15 and Safety Commission; Section 2-101, Reserved; is hereby amended to read as follows:

16  
17 **Section 2-101. Mission and Purpose.**

18  
19 The mission and purpose of the traffic and safety commission is to provide  
20 recommendations to the City Council and to city staff concerning traffic and safety issues within  
21 the City of Midwest City. Assist, through recommendation to the City Council and city staff, with  
22 the interpretation of the Manual on Uniform Traffic Control Devices for Streets and Highways  
23 (MUTCD) as published by the United States Department of Transportation, Federal Highway  
24 Administration, where necessary. Provide guidance and recommendations to the City Council and  
25 city staff concerning traffic flow, traffic control devices, and parking issues when requested by  
26 residents of Midwest City.

27  
28 **Section 6.** That the Midwest City Municipal Code, Chapter 2, Administration; Article VII, Traffic  
29 and Safety Commission; Section 2-102, Reserved; is hereby amended to read as follows:

30  
31 **Section 2-102. City Liaison.**

32  
33 The City Manager shall appoint a member of city staff to be a liaison to the commission.  
34 The Liaison shall ensure that minutes of each meeting of the commission are taken, compiled,  
35 reduced into a written format, reviewed and approved by the commission and submitted to the City  
36 Council.

37  
38 **Section 7.** That the Midwest City Municipal Code, Chapter 2, Administration; Article VII, Traffic  
39 and Safety Commission; Section 2-103, Reserved; is hereby amended to read as follows:

40  
41 **Section 2-103. Sunset.**

42  
43 The traffic and safety commission shall continue until January 1, 2029. The commission  
44 may be reviewed, and the City Council may determine to continue this commission beyond  
45 January 1, 2029.

1 **Section 8.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby  
2 repealed.  
3

4 **Section 9.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for  
5 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions  
6 of the ordinance.  
7  
8  
9

10 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,  
11 Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.  
12

13 **THE CITY OF MIDWEST CITY, OKLAHOMA**  
14  
15

16 \_\_\_\_\_  
17 MATTHEW D. DUKES, II, Mayor  
18

19 ATTEST:  
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22 \_\_\_\_\_  
23 SARA HANCOCK, City Clerk  
24  
25

26 Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2025.  
27  
28

29 \_\_\_\_\_  
30 DONALD D. MAISCH, City Attorney



PUBLIC DISCUSSION





FURTHER INFORMATION





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

**Memorandum**

**TO:** Honorable Mayor and Council

**FROM:** Troy Bradley, Human Resources Director

**DATE:** April 22, 2025

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

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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 March 2025, which is the ninth (9) period of FY 2024/2025.

Troy Bradley, Human Resources Director

<b>FISCAL YEAR 2024-2025</b>	<b>Jul-24</b>	<b>Aug-24</b>	<b>Sep-24</b>	<b>Oct-24</b>	<b>Nov-24</b>	<b>Dec-24</b>	<b>Jan-25</b>	<b>Feb-25</b>	<b>Mar-25</b>	<b>Apr-25</b>	<b>May-25</b>	<b>Jun-25</b>
<b>PLAN INCOME</b>												
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			
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			
<b>PLAN CLAIMS/ADMIN COSTS</b>	<b>Jul-24</b>	<b>Aug-24</b>	<b>Sep-24</b>	<b>Oct-24</b>	<b>Nov-24</b>	<b>Dec-24</b>	<b>Jan-25</b>	<b>Feb-25</b>	<b>Mar-25</b>	<b>Apr-25</b>	<b>May-25</b>	<b>Jun-25</b>
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			
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			
<b>EXCESS INCOME vs. EXPENDITURES</b>	<b>Jul-24</b>	<b>Aug-24</b>	<b>Sep-24</b>	<b>Oct-24</b>	<b>Nov-24</b>	<b>Dec-24</b>	<b>Jan-25</b>	<b>Feb-25</b>	<b>Mar-25</b>	<b>Apr-25</b>	<b>May-25</b>	<b>Jun-25</b>
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	0	0	0
Projected Budgeted (YTD)	-103,250	6,886	-96,364	13,772	123,908	20,658	130,794	240,930	137,680	247,816	357,952	254,702
Actual (YTD)	698,982	700,330	570,444	711,741	735,675	601,987	521,862	495,393	507,206	0	0	0
<b>FISCAL YEAR 2023-2024</b>	<b>Jul-23</b>	<b>Aug-23</b>	<b>Sep-23</b>	<b>Oct-23</b>	<b>Nov-23</b>	<b>Dec-23</b>	<b>Jan-24</b>	<b>Feb-24</b>	<b>Mar-24</b>	<b>Apr-24</b>	<b>May-24</b>	<b>Jun-24</b>
<b>PLAN INCOME</b>												
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
<b>PLAN CLAIMS/ADMIN COSTS</b>	<b>Jul-23</b>	<b>Aug-23</b>	<b>Sep-23</b>	<b>Oct-23</b>	<b>Nov-23</b>	<b>Dec-23</b>	<b>Jan-24</b>	<b>Feb-24</b>	<b>Mar-24</b>	<b>Apr-24</b>	<b>May-24</b>	<b>Jun-24</b>
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
<b>EXCESS INCOME vs. EXPENDITURES</b>	<b>Jul-23</b>	<b>Aug-23</b>	<b>Sep-23</b>	<b>Oct-23</b>	<b>Nov-23</b>	<b>Dec-23</b>	<b>Jan-24</b>	<b>Feb-24</b>	<b>Mar-24</b>	<b>Apr-24</b>	<b>May-24</b>	<b>Jun-24</b>
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

March 9/FY 2025: \$2,848,319

March 9/FY 2024: \$2,349,161

March 9/FY 2023: \$2,436,358

March 9/FY 2022: \$2,279,576

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

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

# MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

**March 04, 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 March 04, 2025, at 5:00 p.m., with the following members present:

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

Commissioners absent:

Staff present: Matthew Summers, Planning and Zoning Director  
Emily Richey, Current Planning Manager  
Julie Shannon, Planner III  
Patrick Menefee, City Engineer  
Cameron Veal, Planner I  
Don Maisch, City Attorney  
Josh Herren, Midwest City Police Dept.

## **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 Rick Dawkins seconded by Jess Huskey, to approve the minutes of the February 4, 2025, Planning Commission meeting as presented.  
Voting aye: R. Smith, Huskey, Hinton, J. Smith, Collins, R. Rice and R. Dawkins.  
Nay: none.  
Motion carried.

## **C. NEW MATTERS**

1. (PC-2204) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from a Planned Unit Development ("PUD") to a Simplified Planned Unit Development ("SPUD"), for the property described as a tract of land located in the Northeast Quarter (NE/4) of Section Eleven (11), Township Eleven (11) North, Range Two (2) West, I.M., Block Four (4), Lots One (1) through Six (6) in Midtown Office Park Section II, Midwest City, Oklahoma County, Oklahoma, located at 1644-1650-1656-1662-1668-1674 Midtown Place, Midwest City, Oklahoma.

Cameron Veal, Planner I presented the staff report.

There was general discussion amongst the Commission.

Gabrielle Johnson was present and addressed the Commission on behalf of the applicant.



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

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

Nay: None.

Motion Carried.

2. (PC-2206) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from Planned Unit Development ("PUD") to Medium Density Residential District ("R-MD"), for the property described as a tract of land located in the West Half (W/2) of the West Half (W/2) of the Northwest Quarter (NW/4) of Section Twenty-Five (25), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 2222 N. Douglas Blvd., Midwest City, Oklahoma.

Emily Richey, Current Planning Manager presented the staff report.

There was general discussion amongst the Commission.

Tyler Hudsley – 600 NE 4<sup>th</sup> St was present and addressed the Commission on behalf of the applicant.

Ginnie Johnson - 9013 NE 19<sup>th</sup> St spoke in opposition to this application.

A motion was made by Dee Collins, seconded by Dean Hinton to recommend approval of this item.

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

Nay: None.

Motion Carried.

3. (PC-2207) Public hearing, discussion, consideration, and possible action to consider a Special Use Permit (SUP) to allow Eating Establishments: Sit-Down, Alcoholic Beverages Permitted in the (C-3) Community Commercial District for the property described as a part of the Northeast Quarter (NE/4) of Section Nine (9), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 2113 S. Air Depot Blvd.

Emily Richey, Current Planning Manager, presented the staff report

There was general discussion amongst the Commission.

The applicant, Henry Pham was present and addressed the Commission.

Major Josh Herren – Midwest City Police Department, spoke to the Commission, expressing concerns about issues the applicant had with the Oklahoma Alcoholic Beverage Laws Enforcement (ABLE) Commission and prior issues Midwest City police had with the property.

A motion was made by Rick Rice, seconded by Dean Hinton to recommend denial of this item.

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

Nay: None.

Motion Carried.

4. (PC-2208) Public hearing, discussion, consideration, and possible action to consider approval of the

Final Plat of Eagle Landing for the property described as a tract of land lying in the Southeast Quarter (SE/4) of Section Six (6), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma.

Emily Richey, Current Planning Manager presented the staff report.

There was general discussion amongst the Commission.

The applicant, Joel Bryant was present and addressed the Commission.

A motion was made by Rick Dawkins seconded by Jim Smith to recommend approval of this item.  
Voting aye R. Smith, Huskey, Hinton, J. Smith, Collins, R. Rice and R. Dawkins.

Nay: None.

Motion Carried.

**D. COMMISSION DISCUSSION:**

**E. PUBLIC DISCUSSION:**

**F. FURTHER INFORMATION:**

1. Matt Summers, Director of Planning and Zoning briefed the Commission on the progress of the Comprehensive Plan Update

**G. ADJOURNMENT:**

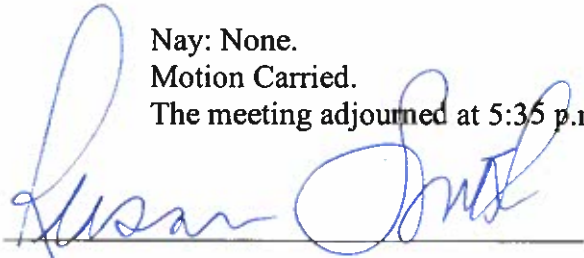
A motion to adjourn was made by Rick Rice, Seconded by Rick Dawkins.

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

Nay: None.

Motion Carried.

The meeting adjourned at 5:35 p.m.



Chairman Russell Smith

(cv)

**MINUTES OF MIDWEST CITY BOARD OF ADJUSTMENT**  
**January 16, 2024 – 5:00 P.M.**

This meeting of the Midwest City Board of Adjustment was held in the City Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on **January 16, 2024** with the following members present:

Present:                      Jess Huskey  
                                    Frank Young  
                                    Cy Valanejad

Absent:                        Charles McDade  
                                    Tammy Cook

Staff present:                Matt Summers – Planning and Zoning Director  
                                    Emily Richey, Current Planning Manager  
                                    Don Maisch, City Attorney

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

**A.     MINUTES:**

A motion was made by Young seconded by Valanejad, to approve the minutes of the meeting of November 21, 2023 as presented.

Voting aye: Young, Valanejad, & Huskey

Nay: none. Motion carried.

**B.     NEW MATTERS:**

- 1 (BA-416) Public hearing, discussion, consideration, and possible action of any possible amendment of an application for a variance to the Midwest City Zoning Ordinance, Section 5.17.1 – Carport Requirements (B), *Number of carports allowed* – concerning not allowing more than one (1) carport be permitted for each dwelling unit for the property described as a part of the Northwest Quarter (NW/4) of Section Thirty-One (31), Township Twelve (12) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, addressed as 700 N. Post Road.

Staff gave a brief overview of this item.

The applicant, Richard Layman, was present and addressed the Board members.

There was general discussion about the application, and if it met the criteria for variance approval.

General discussion amongst the Board.

A motion was made by Valanejad seconded by Young, to deny the application for a variance based on its inability to satisfy the criteria outlined in state and local regulations.

Voting aye: Young, Valanejad, & Huskey.

Voting nay: None. Motion carried.

C. **BOARD DISCUSSION**: None

D. **PUBLIC DISCUSSION**: None.

There being no further business, a motion was made by Young, seconded by Valanejad, to adjourn the meeting.

Voting aye Young, Valanejad, & Huskey.

Nay: none. Motion carried.

The meeting adjourned at 5:21 P.M.

  
\_\_\_\_\_  
JESS HUSKEY, Chairperson

(TA) Tammy Cook



**Communications & Marketing**

100 N. Midwest Boulevard

Midwest City, OK 73110

[jryan@midwestcityok.org](mailto:jryan@midwestcityok.org)

Office: 405.739.1206

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

MEMORANDUM

TO: Honorable Chairman and Commissioners

FROM: Josh Ryan, Communications & Recreation Director

DATE: April 22, 2025

SUBJECT: Review of the Communications & Marketing / CVB report for the 1st quarter, period ending March 31, 2025. (Communications & Recreation - J. Ryan)

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The Quarterly Communications & Marketing / CVB Report is developed by Susan MacQuarrie, Community Engagement Manager and Josh Ryan, Communications & Recreation Dir. and is attached for your review.

Josh Ryan  
Communications & Recreation Director

## Communications & Marketing Department / CVB Responsibilities

- Media relations, public information, City services marketing, special event management, special event marketing, convention recruitment and tourism attraction. Staff includes the C&M Director, Community Engagement Manager and Events Specialist.

## Community Engagement

- State of the City
- Daddy Daughter Dance
- Metro Family Fest – Rose State College food truck coordination
- Holiday Lights Spectacular – Hotwash, new displays and improvements
- Public Works Dept on Spring Events Calendar & Marketing Campaign
  - Digital Board at 15th & Sooner + Print Marketing
  - Earth Day Festival – explored changes and areas for growth
  - Great American Clean-up
  - Super Recycler
  - Rain Barrel Sales Promotion & Tree Giveaway
- Covered in Color - Saturday, April 12<sup>th</sup> -
  - W.P “Bill” Atkinson Park
  - Marketing – Digital and Print
  - Vendor, Food Truck, Entertainment, Activity arrangements
    - Activity Partners: Midwest City Chamber of Commerce, LOWES Home Improvement
- Tribute to Liberty – Confirmed Entertainment. In the process of securing food trucks, vendors etc., designing our marketing campaign
- Airshow - Aviators reception (TFCU presenting sponsor)
  - Planning session with Blake from TFCU (June 27<sup>th</sup> at RC)
- Chamber Ambassador Mixer
  - Ribbon Cutting – Katies Pies

## Convention & Visitors Bureau

- Mayors Congress of Oklahoma – OML (June 10-13)
  - RFP submitted last year, Delta Hotel secured, established agenda and activities
  - Golf @ Conrad, MWC tours, Tinker Tour, Spouse Event at AHC, meetings & events at Reed Center
- Airshow rooms @ Delta and MWC hotels- TAFB contracting office. (Airshow June 28 & 29)
  - Attend monthly airshow meetings- Airshow 2025 June 28 & 29
  - Thunderbirds arriving a day early and staying an extra day
  - Potential community event on Thursday, June 26? (TBD)
- Experience Midwest City guide, video and updated visitmidwestcity.com website
- Battle 4 Bats - sponsorship
- Central Fastpitch
  - Rooms and kick-off at Altitude 1291 on Wednesday, May 28th
- Site Tour w/ Julie and Jennifer for Alliance Coaches Summit at Reed Center
- Working with Special Olympics event for Sept 17-21, 2025
  - RFP to hotels, approx. 900 visitors
    - Scheduled April visit, site tour and mtg
    - 3 VIP rooms at Delta, meet in Skytrain Restaurant

- Provided 100 new Experience Midwest Guide for upcoming Miss Oklahoma Pageant (hosted at Rose State College on June 1st)
- Midwest City 'swag' for sports market, group business and VIP Mayors conference
- Midwest City Hotel / Motel Quarterly Assembly Mtg- Hampton by Hilton hosted on March 13<sup>th</sup>. Next meeting June.

## **On the Horizon**

- Looking forward to continued involvement with conference groups and sports market to promote hotels, fields and Reed Center amenities
- The new Experience Midwest City Guide is a huge hit and being distributed at all the Welcome / TIC's.
- The new "EXPERIENCE" video and website will round out the EXPERIENCE MIDWEST CITY campaign launch. The new video is delayed due to needed updated drone footage. The video will be a highlight presentation for the June OK Mayors Conference.

## **Communications & Marketing**

- Marketing & Promotional Support for the following events:
  - New Year's Holiday City Service Schedule
  - Winter Storms City Service Schedule & Updates
  - Midwest City Comprehensive Plan
  - MLK Prayer Breakfast
  - MLK Day Holiday City Service Schedule
  - VITA Tax Assistance
  - YMCA Progress
  - Clock Tower Work
  - Parks & Recreation Youth Baseball Registration & Program Changes
  - Boots & Bows Daddy Daughter Dance 2025
  - Midwest City Senior Center Closures (Weather related)
  - Annual Schedule Promotion for Midwest City MAC and Reed Ballpark
  - Community Survey Results (September 2024)
  - Temporary Dog Park Closures (Weather & Maintenance related)
  - Covered in Color 2025
  - Public Works Spring Events (Great American Cleanup)
  - Council Meeting Posts
  - Accidental Siren Activation
  - Annual Financial Report
  - Annual Municipal Report
  - OCCHD Total Wellness
  - Tree Board Arbor Day Contest
  - Jan., Feb., March e-Newsletters

## **On the Horizon**

- Planning to tackle a website redesign in the new fiscal year
- Comprehensive Plan and Parks & Trails Plan running concurrently means more opportunities for community outreach and feedback soon
- Excited to bring on a new staff member this year who will assist with social media and marketing efforts





**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: April 22, 2025

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

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

<b>Police Capitalization (21)</b> decreased due to the payments for:	
Vehicles	<\$341,544>
<b>G.O. Debt Services (350)</b> decreased because of the following activities:	
Series 2019 debt interest payment	<\$265,530>
Series 2019 debt principal payment	<\$835,000>
<b>MWC Hospital Authority (425)</b> activities for March:	
Compounded Principal (9010) - unrealized loss on investment	< \$3,985,963>
Discretionary (9050) - unrealized loss on investment	<\$2,106,974>

*Tiatia Cromar*

Tiatia Cromar  
Finance Director/ City Treasurer

City of Midwest City  
Financial Summary by Fund  
for Period Ending March, 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	10,874,139	(21,448)	10,602,218	2,647,198	(2,396,725)	250,473	10,852,691
10	GENERAL	15,057,146	(154,251)	14,564,397	34,127,695	(33,789,197)	338,498	14,902,895
13	STREET AND ALLEY FUND	2,062,027	-	1,905,991	461,421	(305,385)	156,036	2,062,027
14	TECHNOLOGY FUND	791,960	-	702,378	219,126	(129,543)	89,583	791,960
15	STREET LIGHT FEE	762,719	-	926,093	469,745	(633,119)	(163,374)	762,719
16	REIMBURSED PROJECTS	840,197	(1,600)	1,830,255	540,372	(1,532,030)	(991,658)	838,597
20	MWC POLICE DEPARTMENT	16,308,057	(4,092)	15,755,687	15,081,576	(14,533,297)	548,279	16,303,966
21	POLICE CAPITALIZATION	2,383,234	(13,475)	2,042,168	1,623,748	(1,296,158)	327,590	2,369,758
25	JUVENILE FUND	120,654	-	107,039	44,763	(31,149)	13,615	120,654
30	POLICE STATE SEIZURES	87,985	-	122,201	16,460	(50,676)	(34,216)	87,985
31	SPECIAL POLICE PROJECTS	93,269	-	79,275	19,042	(5,048)	13,994	93,269
35	EMPLOYEE ACTIVITY FUND	17,499	-	11,482	22,937	(16,920)	6,017	17,499
36	JAIL	303,241	-	239,506	92,786	(29,052)	63,734	303,241
37	POLICE IMPOUND FEE	154,415	-	142,752	31,155	(19,492)	11,663	154,415
40	MWC FIRE DEPARTMENT	10,644,666	(4)	10,248,563	11,474,413	(11,078,314)	396,099	10,644,662
41	FIRE CAPITALIZATION	3,109,570	-	2,805,222	623,567	(319,219)	304,348	3,109,570
45	MWC WELCOME CENTER	640,951	-	610,847	171,602	(141,498)	30,104	640,951
46	CONV / VISITORS BUREAU	865,888	-	727,189	310,268	(171,569)	138,699	865,888
60	CAPITAL DRAINAGE IMP	273,734	-	458,571	366,560	(551,397)	(184,837)	273,734
61	STORM WATER QUALITY	1,628,562	-	1,664,376	702,181	(737,995)	(35,814)	1,628,562
65	STREET TAX FUND	2,640,755	-	2,497,454	501,717	(358,415)	143,302	2,640,755
70	EMERGENCY OPER FUND	1,832,896	-	1,632,454	803,834	(603,392)	200,442	1,832,896
75	PUBLIC WORKS ADMIN	1,183,406	-	1,178,989	1,101,187	(1,096,771)	4,416	1,183,406
80	INTERSERVICE FUND	581,610	-	499,625	2,641,092	(2,559,106)	81,985	581,610
81	SURPLUS PROPERTY	828,313	(625,675)	173,682	57,585	(28,630)	28,955	202,637
115	ACTIVITY FUND	491,228	(3,579)	533,225	165,369	(210,945)	(45,576)	487,649
123	PARK & RECREATION	3,363,384	(12,764)	2,355,834	1,375,973	(381,187)	994,786	3,350,620
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	466,205	(466,205)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	271,777	-	173,118	157,151	(58,492)	98,659	271,777
143	GRANT FUNDS	108,435	(48,435)	67,094	2,017,703	(2,024,797)	(7,094)	60,000
157	CAPITAL IMPROVEMENTS	8,702,279	(190,094)	5,911,177	3,889,429	(1,288,421)	2,601,008	8,512,185
172	CAP. WATER IMP-WALKER	1,609,796	-	2,826,592	581,270	(1,798,065)	(1,216,795)	1,609,796
178	CONST LOAN PAYMENT REV	6,009,366	-	5,028,768	1,173,914	(193,316)	980,598	6,009,366
184	SEWER BACKUP FUND	142,514	-	78,534	64,470	(490)	63,980	142,514
186	SEWER CONSTRUCTION	4,372,532	-	3,068,800	1,358,872	(55,139)	1,303,733	4,372,532

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

Fund Number	Fund Description	Assets	Liabilities	6/30/2024 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
187	UTILITY SERVICES	1,452,336	(924)	1,170,665	1,163,815	(883,067)	280,748	1,451,413
188	CAP. SEWER IMP.-STROTH	2,487,559	-	2,160,141	721,461	(394,043)	327,418	2,487,559
189	UTILITIES CAPITAL OUTLAY	3,359,089	(114,482)	2,988,498	256,109	-	256,109	3,244,607
190	MWC SANITATION DEPARTMENT	8,178,821	-	7,561,319	7,109,845	(6,492,343)	617,502	8,178,821
191	MWC WATER DEPARTMENT	9,751,005	(3,201,416)	5,002,695	9,072,197	(7,525,303)	1,546,894	6,549,589
192	MWC SEWER DEPARTMENT	7,289,597	(352)	6,036,177	7,938,992	(6,685,924)	1,253,068	7,289,245
193	MWC UTILITIES AUTHORITY	1,372,990	-	1,342,942	30,471	(422)	30,049	1,372,990
194	DOWNTOWN REDEVELOPMENT	378,550	(1,172)	505,281	11,671	(139,573)	(127,902)	377,379
195	HOTEL/CONFERENCE CENTER	794,307	(1,293,042)	(410,137)	3,158,028	(3,246,625)	(88,598)	(498,735)
196	HOTEL 4% FF&E	894,038	-	868,516	125,397	(99,875)	25,522	894,038
197	JOHN CONRAD REGIONAL GOLF	1,532,241	(8,197)	1,219,818	1,439,275	(1,135,049)	304,226	1,524,044
201	URBAN RENEWAL AUTHORITY	194,764	-	163,889	45,269	(14,395)	30,875	194,764
202	RISK MANAGEMENT	1,336,085	(37)	1,572,367	1,236,985	(1,473,303)	(236,318)	1,336,048
204	WORKERS COMP	3,519,561	-	3,410,296	818,076	(708,811)	109,265	3,519,561
220	ANIMALS BEST FRIEND	111,777	(2,000)	129,659	80,210	(100,091)	(19,882)	109,777
225	HOTEL MOTEL FUND	-	-	-	513,594	(513,594)	-	-
230	CUSTOMER DEPOSITS	1,523,453	(1,523,453)	-	42,537	(42,537)	-	-
235	MUNICIPAL COURT	99,292	(99,292)	-	2,591	(2,591)	-	-
240	L & H BENEFITS	2,905,682	(49,914)	2,346,380	8,920,781	(8,411,393)	509,387	2,855,768
250	CAPITAL IMP REV BOND	2,495,071	(28,888,904)	(27,223,481)	8,974,804	(8,145,156)	829,648	(26,393,833)
269	2002 G.O. STREET BOND	47,691	-	47,057	1,305	(671)	634	47,691
270	2018 ELECTION G.O. BOND	2,078,830	(67,205)	5,405,521	191,141	(3,585,037)	(3,393,895)	2,011,625
271	2018 G.O. BONDS PROPRIETARY	313,545	-	309,618	11,080	(7,153)	3,927	313,545
272	2022 ISSUE G.O. BOND	900,062	-	1,034,513	25,823	(160,273)	(134,451)	900,062
310	DISASTER RELIEF	8,302,119	(231,590)	7,900,727	300,645	(130,842)	169,802	8,070,529
340	REVENUE BOND SINKING FUND	-	-	-	1,904,661	(1,904,661)	-	-
350	G. O. DEBT SERVICES	4,224,527	(14,576)	2,881,644	3,645,469	(2,317,162)	1,328,308	4,209,952
352	SOONER ROSE TIF	1,917,562	-	1,509,975	761,260	(353,673)	407,587	1,917,562
353	ECONOMIC DEV AUTHORITY	59,808,398	(50,130,628)	9,405,167	1,532,690	(1,260,087)	272,604	9,677,770
354	NORTHSIDE TIF	284,565	(267,076)	9,651	7,839	-	7,839	17,489
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	109,548,814	(4,149)	113,031,620	3,446,093	(6,933,043)	(3,486,951)	109,544,669
425-9050	MWC HOSP AUTH-DISCRETIONARY	32,025,017	(1,097)	29,569,417	3,314,036	(859,535)	2,454,501	32,023,918
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	11,497,478	(32,207)	10,652,130	1,022,647	(209,506)	813,141	11,465,271
425-9080	MWC HOSP AUTH GRANTS	660,399	-	180,068	566,426	(86,095)	480,331	660,399
425-9090	MWC HOSP AUTH OPIOID SETTLEMENT	1,252,394	(4,306)	-	1,248,088	-	1,248,088	1,248,088
	TOTAL	381,701,854	(87,011,437)	282,359,715	155,043,696	(142,712,992)	12,330,704	294,690,419



## **MUNICIPAL AUTHORITY AGENDA**

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

April 22, 2025 – 6:01 PM

Presiding members: Chairman Matthew Dukes

Trustee Susan Eads

Trustee Pat Byrne

Trustee Rita Maxwell

Trustee Marc Thompson

Trustee Sara Bana

Trustee Rick Favors

City Staff:

General Manager Tim Lyon

Secretary Sara Hancock

Authority Attorney Don Maisch

A. **CALL TO ORDER.**

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

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

C. DISCUSSION ITEMS.

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

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. FURTHER INFORMATION.

1. Review of the monthly report on the current financial condition of the Delta Hotel and Reed Center for the period ending February 28, 2025. (Director of Operations - R. Rushing)
2. Review of the monthly report on the current financial condition of the Delta Hotel and Reed Center for the period ending March 31, 2025. (Director of Operations - R. Rushing)

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

## **Midwest City Municipal Authority Minutes**

**February 25, 2025**

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

Chairman Matt Dukes called the meeting to order at 7:36 PM with the following member present:

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

Absent: Trustee Susan Eads

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

1. Discussion, consideration, and possible action to approve January 28, 2025 meeting minutes.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2024-2025, increase: Const Loan Payment Rev Fund, revenue/Miscellaneous (00) \$219,000; expenditures/Water Department (42) \$219,000. MWC Sewer Department, expenditures/Sewer Department (43) \$97,698.
3. Discussion, consideration, and possible action of awarding the bid to and approving a contract with Atwell Roofing Co., Inc., in the amount of \$436,900.00 to replace the roof of the Main Control Building at the Water Treatment Plant.

### DISCUSSION ITEMS.

1. **Discussion, consideration and possible action of approving a resolution amending Resolution MA2008-01 by modifying the level of emergency reserves the Municipal Authority shall be ten percent (10%) of its budgetary operating expenditures each fiscal year.**

Bana made a motion to approve Resolution MA2025-01, seconded by Favors. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: None. Absent: Eads. Motion Carried.

2. **Discussion, consideration and possible action to approve a Resolution authorizing the issuance of not to exceed \$219,000.00 Midwest City Municipal Authority Drinking Water SRF Promissory Note, Series 2025; approving a Loan Agreement, Promissory Note, Security Agreement, and Sales Tax Agreement; and authorizing such other documents and agreements as may be necessary or required; authorizing the sale of the Note to the Oklahoma Water Resources Board and containing other provisions relating thereto.**



Streets address the Trustees. After Staff and Trustee discussion, Byrne made motion to approve Resolution MA2025-02, seconded by Thompson. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: None. Absent: Eads. Motion Carried.

**3. Discussion, consideration, and possible action of approving an OnRoad2 Program**

**Memorandum of Agreement between the City of Midwest City/Midwest City Municipal Authority and the Oklahoma Department of Environmental Quality in the amount of \$1,585,048.80 to replace eligible diesel vehicles/engines to reduce nitrogen oxides (“NOx”).**

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

**4. Discussion, consideration, and possible action of awarding the bid to and approving a contract with Brewer Construction Oklahoma LLC in the amount of \$169,896.00 to provide all necessary services to complete the Starview Service Line Connections project.**

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

**5. Discussion, consideration, and possible action of approving a contract with Routeware, Inc, and Affiliates in an amount not to exceed \$117,084.00 for the implementation of Smart City, fleet management software for solid waste and recycling services and authorizing the General Manager to execute a contract.**

Streets and Lyon address the Trustees. After Staff and Trustee discussion, Favors made a motion to approve a contract, seconded by Byrne. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: None. Absent: Eads. Motion Carried.

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

ADJOURNMENT.

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

ATTEST:

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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: April 22, 2025

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

The first supplement is needed to budget the transfer in of ARPA SLFRF Grant revenue from Grants Fund and expenditures related to the purchase of emergency generators. The second supplement is needed to budget matching expenditures for the purchase of emergency generators. The third supplement is needed to budget the transfer in of ARPA SLFRF Grant revenue from Grants Fund and expenditures related to the purchase of emergency generators for Shadynook Lift Station (\$62,500) and Elizabeth Lift Station (\$45,000). The fourth supplement is needed to budget the matching expenditures for the purchase of emergency generators for Shadynook Lift Station (\$64,552) and Elizabeth Lift Station (\$46,793). The fifth through eighth supplements are needed to budget the DEQ OnRoad2 Grant revenue from Grants Fund and expenditures related to replacing vehicles.

*Tiatia Cromar*

Tiatia Cromar  
Finance Director

## SUPPLEMENTS

**April 22, 2025**

Fund MWC SANITATION DEPARTMENT (190)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
41	Transfers In	80,000			
41	Sanitation Department			80,000	
		<u>80,000</u>	<u>0</u>	<u>80,000</u>	<u>0</u>
<b>Explanation:</b> To budget transfer in of ARPA SLFRF Grant revenue from Grants Fund and expenditures related to the purchase of emergency generators.					

Fund MWC SANITATION DEPARTMENT (190)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
41	Sanitation Department			291,245	
		<u>0</u>	<u>0</u>	<u>291,245</u>	<u>0</u>
<b>Explanation:</b> To budget the matching expenditures for the purchase of emergency generators. Funding to come from fund balance.					

Fund MWC SEWER DEPARTMENT (192)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	107,500			
43	Sewer Department			107,500	
		<u>107,500</u>	<u>0</u>	<u>107,500</u>	<u>0</u>
<b>Explanation:</b> To budget transfer in of ARPA SLFRF Grant revenue from Grants Fund and expenditures related to the purchase of emergency generators for Shadynook Lift Station (\$62,500) and Elizabeth Lift Station (\$45,000).					

## SUPPLEMENTS

**April 22, 2025**

Fund MWC SEWER DEPARTMENT (192)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
43	Sewer Department			111,345	
		<u>0</u>	<u>0</u>	<u>111,345</u>	<u>0</u>
<b>Explanation:</b> To budget the matching expenditures for the purchase of emergency generators Shadynook Lift Station (\$64,552) and Elizabeth Lift Station (\$46,793). Funding to come from fund balance.					

Fund MWC SANITATION DEPARTMENT (190)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
41	Transfers In	509,496			
41	Sanitation Department			509,496	
		<u>509,496</u>	<u>0</u>	<u>509,496</u>	<u>0</u>
<b>Explanation:</b> To budget transfer in of DEQ OnRoad2 Grant revenue from Grants Fund and expenditures related to replacing vehicles.					

Fund MWC WATER DEPARTMENT (191)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	175,279			
42	Water Department			175,279	
		<u>175,279</u>	<u>0</u>	<u>175,279</u>	<u>0</u>
<b>Explanation:</b> To budget transfer in of DEQ OnRoad2 Grant revenue from Grants Fund and expenditures related to replacing vehicles.					

## SUPPLEMENTS

April 22, 2025

Fund STORM WATER QUALITY (061)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	107,797			
61	Storm Water			107,797	
		<u>107,797</u>	<u>0</u>	<u>107,797</u>	<u>0</u>
<b>Explanation:</b> To budget transfer in of DEQ OnRoad2 Grant revenue from Grants Fund and expenditures related to replacing vehicles.					

Fund CAPITAL DRAINAGE IMP (060)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	250,943			
72	Drainage Improvements			250,943	
		<u>250,943</u>	<u>0</u>	<u>250,943</u>	<u>0</u>
<b>Explanation:</b> To budget transfer in of DEQ OnRoad2 Grant revenue from Grants Fund and expenditures related to replacing vehicles.					



## DISCUSSION ITEMS





**Public Works Administration**

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

**Public Works Director**

[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)

(405) 739-1061

**Assistant Public Works Director**

[cevenson@midwestcityok.org](mailto:cevenson@midwestcityok.org)

(405) 739-1062

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

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: April 22, 2025

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

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The attached contract is for construction services associated with constructing 2,042 linear feet of twelve (12) inch waterline along NE 23<sup>rd</sup> Street from Spencer Road to Douglas Boulevard. The line is needed to help close a gap in the water distribution system and provide service to this section of NE 23rd Street.

The bid opening occurred on April 8, 2025, for the above referenced project. Four (4) bids were received. Two (2) bids were below the Engineer's Estimate of \$548,518.00. The lowest and best bid that met specifications was submitted by Brewer Construction Oklahoma, LLC, for a total base bid of \$454,725.00. Staff recommends award of the bid to Brewer Construction Oklahoma, LLC, in the amount of \$454,725.00. Upon approval, the parties will enter into a contract to be signed by the General Manager in accordance with the terms and conditions as specified herein.

The Engineer's Estimate and bid tabulation are attached. Funds for this project are available in Account # 353-9550-463.40-05, Project # 492308. Because funding for this project is available through the Economic Development Authority, a corresponding item will also be presented to the Economic Development Authority for discussion, consideration, and possible action.

Respectfully,

R. Paul Streets  
Public Works Director

Attachment



**Midwest City Municipal Authority**  
**N.E. 23rd Street Waterline Extension**  
**Project No. 1296b**  
**Bid Opening: Tuesday April 8, 2025**

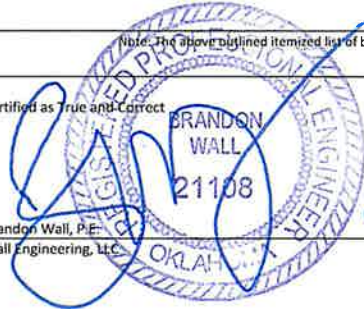
#	Bid Item	Unit	Qty	Engineer's Estimate	Brewer Construction Oklahoma, LLC		Civil Builders, LLC		H&H Plumbing & Utilities, Inc.		Cimarron Construction Company	
1	Mobilization/Demobilization	LS	1		\$16,855.00	\$16,855.00	\$10,880.00	\$10,880.00	\$15,000.00	\$15,000.00	\$30,500.00	\$30,500.00
2	Insurance, Bonding and General Conditions	LS	1		\$8,421.00	\$8,421.00	\$27,000.00	\$27,000.00	\$15,000.00	\$15,000.00	\$31,391.00	\$31,391.00
3	SWPPP and Erosion Control	LS	1		\$10,748.00	\$10,748.00	\$12,600.00	\$12,600.00	\$15,000.00	\$15,000.00	\$3,450.00	\$3,450.00
4	Traffic Control, Barricades and Signage in accordance with Manual of Uniform Traffic Control Devices	LS	1		\$9,376.00	\$9,376.00	\$8,340.00	\$8,340.00	\$20,000.00	\$20,000.00	\$4,250.00	\$4,250.00
5	Clearing, Grubbing and Miscellaneous Incidental Removals of Structures and Obstructions	LS	1		\$8,630.00	\$8,630.00	\$12,300.00	\$12,300.00	\$20,000.00	\$20,000.00	\$32,300.00	\$32,300.00
6	Construction Survey and Layout	LS	1		\$6,062.00	\$6,062.00	\$6,300.00	\$6,300.00	\$6,500.00	\$6,500.00	\$4,170.00	\$4,170.00
7	Surface Restoration including grading, topsoil, grassing, driveway/surface repair, and any additional work needed to return project to original conditions prior to construction, minimum.	LS	1		\$12,503.00	\$12,503.00	\$22,800.00	\$22,800.00	\$35,000.00	\$35,000.00	\$9,995.00	\$9,995.00
8	12" C900 PVC Watermain, Standard Installation, including imported bedding, full depth.	LF	1832		\$106.00	\$194,192.00	\$94.80	\$173,673.60	\$155.00	\$283,960.00	\$201.00	\$368,232.00
9	12" Fusible C900 PVC Watermain	LS	210		\$147.00	\$30,870.00	\$168.00	\$35,280.00	\$325.00	\$68,250.00	\$749.00	\$157,290.00
10	Bore Installation with 18" Steel encasement	LS	210		\$337.00	\$70,770.00	\$420.00	\$88,200.00	\$220.00	\$46,200.00	\$430.00	\$90,300.00
11	Install 12" Gate Valve	EA	2		\$4,748.00	\$9,496.00	\$5,160.00	\$10,320.00	\$5,850.00	\$11,700.00	\$5,260.00	\$10,520.00
12	Combination Air Release Valve including associated piping, valves, connections, vaults and appurtenances.	EA	1		\$4,613.00	\$4,613.00	\$3,180.00	\$3,180.00	\$7,250.00	\$7,250.00	\$4,750.00	\$4,750.00
13	Install Fire Hydrant Assembly	EA	2		\$10,103.00	\$20,206.00	\$8,640.00	\$17,280.00	\$9,850.00	\$19,700.00	\$10,470.00	\$20,940.00
14	Reconnect Existing Fire Hydrant Assembly	EA	2		\$3,907.00	\$7,814.00	\$4,080.00	\$8,160.00	\$3,800.00	\$7,600.00	\$5,360.00	\$10,720.00
15	Install Tracer Wire Termination Station	EA	5		\$392.00	\$1,960.00	\$570.00	\$2,850.00	\$150.00	\$750.00	\$500.00	\$2,500.00
16	Connect to Existing 12" Watermain	EA	4		\$6,056.00	\$24,224.00	\$5,100.00	\$20,400.00	\$3,500.00	\$14,000.00	\$4,650.00	\$18,600.00
17	Cut/Cap Existing Service Connections to New 12" Watermain including line extension and tapping appurtenances.	EA	2		\$1,600.00	\$3,200.00	\$3,720.00	\$7,440.00	\$5,500.00	\$11,000.00	\$2,425.00	\$4,850.00
18	Remove & Replace Asphalt	LF	41		\$116.00	\$4,756.00	\$96.00	\$3,936.00	\$195.00	\$7,995.00	\$135.00	\$5,535.00
19	Remove & Replace Concrete (plus (1) 40 S.F. Pad)	LF	64		\$136.00	\$8,704.00	\$90.00	\$5,760.00	\$220.00	\$14,080.00	\$165.00	\$10,560.00
20	Remove & Replace Gravel	LF	25		\$53.00	\$1,325.00	\$54.00	\$1,350.00	\$50.00	\$1,250.00	\$55.00	\$1,375.00
<b>TOTAL BASE BID</b>				<b>\$548,518.00</b>	<b>\$454,725.00</b>		<b>\$478,049.60</b>		<b>\$620,235.00</b>		<b>\$822,228.00</b>	

Note: The above outlined itemized list of bid items is intended to include all labors and materials for a complete and operable system as defined by the specifications. Any items not listed specifically listed should be included in the most applicable line item.

Certified as True and Correct

Denotes correction made by engineer

Brandon Wall, P.E.  
Wall Engineering, LLC



04/10/25

**CONSTRUCTION SERVICES AGREEMENT**  
**between**  
**BREWER CONSTRUCTION OKLAHOMA, LLC**  
**And**  
**MIDWEST CITY MUNICIPAL AUTHORITY**  
**And**  
**MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY**

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**THIS CONSTRUCTION SERVICES AGREEMENT** (hereinafter referred to as “**Agreement**”) is entered into by and among the Midwest City Municipal Authority and the Midwest City Economic Development Authority (hereinafter referred to as “**Authority**”), and Brewer Construction Oklahoma, LLC, (hereinafter referred to as “**Service Provider**”) (**Authority**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

**WITNESSETH:**

**WHEREAS**, **Authority** is in need of the following construction services to include furnishing all materials, equipment, and tools; performing all necessary labor; and completing the construction of facilities, including all work appurtenant thereto, to construct 2,042 linear feet of twelve (12) inch PVC potable water line as part of the NE 23rd St Waterline Extension from Spencer Road to Douglas Boulevard; and

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

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

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

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

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

**CONSTRUCTION SERVICES AGREEMENT**  
**between**  
**BREWER CONSTRUCTION OKLAHOMA, LLC**  
**And**  
**MIDWEST CITY MUNICIPAL AUTHORITY**  
**And**  
**MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY**

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**1. INDEPENDENT CONTRACTOR STATUS**

Subject to the terms and conditions of this Agreement, the Authority retains the Service Provider as an independent contractor, to provide **Authority** all services, in accordance with the standards exercised by experts in the field, necessary to provide the Authority services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this Agreement. The Authority shall meet with Service Provider to identify service needs on a project by project basis. Service Provider will provide a written proposal for the identified services in accord with the terms and conditions of this Agreement. The Authority may issue a purchase order for the identified services accompanied by Service Provider’s written proposal. Upon issuance of the purchase order, the Service Provider shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the Service Provider will issue an invoice to the Authority and, upon approval of the invoice, the Authority will pay the invoice. Upon completion of each Project and provision to the Authority of all Deliverables for that Project and payment of the invoice for that Project to the Service Provider, the Authority shall own all rights and license for the Deliverables and other work products related to that Project.

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

b) The text of this Agreement together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the Authority and the Service

**CONSTRUCTION SERVICES AGREEMENT**  
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Provider with respect to the services, products, solutions and deliverables to be provided by the Service Provider hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement.

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

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

## **2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES**

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

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the

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

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

### **3. CONSIDERATION**

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

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

### **4. INDEPENDENT CONTRACTOR STATUS**

The parties hereby acknowledge and covenant that:

**CONSTRUCTION SERVICES AGREEMENT**  
**between**  
**BREWER CONSTRUCTION OKLAHOMA, LLC**  
**And**  
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A. Service Provider is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the Authority in performing the duties in this Agreement.

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

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

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

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

## **5. TERM, TERMINATION AND STOP WORK**

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect 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.

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

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

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

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



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solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

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

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

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

1. In the event this **Agreement** is terminated for convenience hereunder, the **Authority** shall pay **Service Provider** for such properly documented invoices, if any, in

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**MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY**

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accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Authority** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Authority**.

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

## **6. WARRANTIES**

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

B. During the term of this **Agreement**, the **Authority's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Authority**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original

**CONSTRUCTION SERVICES AGREEMENT**  
**between**  
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**MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY**

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performance date, the **Authority** shall be entitled to recover, should the **Authority** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Authority**. Should the **Service Provider** fail to reimburse the **Authority** within thirty (30) calendar days of demand, the **Authority** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

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

## **7. INSURANCE**

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

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

C. **Service Provider** shall require any contractor or subcontractor to obtain and

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---

maintain substantially the same coverage as required of **Service Provider** including the **Authority** as an additional insured as their interest may appear under this **Agreement**.

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

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

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

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

**CONSTRUCTION SERVICES AGREEMENT**  
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**8. INDEMNIFICATION**

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

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

**9. CONFIDENTIALITY**

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

**CONSTRUCTION SERVICES AGREEMENT**  
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**Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

**10. NOTICES**

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

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

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

\_\_\_\_\_  
Kevin Brewer, President

\_\_\_\_\_  
Brewer Construction Oklahoma, LLC

\_\_\_\_\_  
8301 SW 8<sup>th</sup> Street

\_\_\_\_\_  
Oklahoma City, OK 73128

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

**11. ABIDES BY LAW**

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Authority**, and all laws and regulations of the State of Oklahoma and the United States of

**CONSTRUCTION SERVICES AGREEMENT**  
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America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

**12. ASSIGNMENT AND SUBLEASE**

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

**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.

**CONSTRUCTION SERVICES AGREEMENT**  
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**15. MULTIPLE ORIGINALS**

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

**16. ANTI-COLLUSION**

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

**17. BREACH AND DEFAULT**

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

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



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

## **18. THIRD PARTY BENEFICIARIES**

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

## **19. VENUE AND CHOICE OF LAW**

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

## **20. DISPUTE RESOLUTION**

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

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

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

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

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

## **21. VALIDITY**

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

## **22. NO WAIVER**

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

## **23. NO EXTRA WORK**

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Authority** unless such services,

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

**25. EFFECTIVE DATE**

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

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**CONSTRUCTION SERVICES AGREEMENT**  
**between**  
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**MIDWEST CITY MUNICIPAL AUTHORITY**  
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**IN WITNESS WHEREOF**, the parties have caused their properly authorized representatives to execute this **Agreement** on the dates set forth below.

**Service Provider:** \_\_\_\_\_ Brewer Construction Oklahoma, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

***[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]***

**CONSTRUCTION SERVICES AGREEMENT**  
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**APPROVED** by the Authority and **SIGNED** by the General Manager of Midwest City  
Municipal Authority this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**MIDWEST CITY MUNICIPAL AUTHORITY**

\_\_\_\_\_  
**GENERAL MANAGER**

\_\_\_\_\_  
SARA HANCOCK, SECRETARY

**REVIEWED** for form and legality.

\_\_\_\_\_  
DONALD D. MAISCH, ATTORNEY

**CONSTRUCTION SERVICES AGREEMENT**  
**between**  
**BREWER CONSTRUCTION OKLAHOMA, LLC**  
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**APPROVED** by the Authority and **SIGNED** by the General Manager of Midwest City Economic Development Authority this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY**

\_\_\_\_\_  
**GENERAL MANAGER**

\_\_\_\_\_  
SARA HANCOCK, SECRETARY

**REVIEWED** for form and legality.

\_\_\_\_\_  
DONALD D. MAISCH, ATTORNEY



PUBLIC DISCUSSION





FURTHER INFORMATION







**City Manager's Office**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1205

## MEMORANDUM

TO: Honorable Chairman and Trustees  
Midwest City Municipal Authority

FROM: Ryan Rushing, Director of Operations

DATE: April 22, 2025

SUBJECT: Review of the monthly report on the current condition of the Delta Hotel at the Reed Center for the period ending February 28, 2025.

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Delta Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1205.

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
<b>Revenue</b>												
Budgeted (MTD)	361,558	447,298	478,624	481,412	554,152	264,524	194,867	413,768	-	-	-	-
Actual (MTD)	236,840	348,667	396,465	536,644	414,135	166,685	197,392	456,186	-	-	-	-
Budgeted (YTD)	361,558	808,856	1,287,480	1,768,892	2,323,044	2,587,568	2,782,435	3,196,203	3,196,203	3,196,203	3,196,203	3,196,203
Actual (YTD)	236,840	585,507	981,973	1,518,617	1,932,752	2,099,437	2,296,829	2,753,015	2,753,015	2,753,015	2,753,015	2,753,015

<b>Expenses</b>												
Budgeted (MTD)	323,603	354,158	392,893	439,581	398,058	274,391	274,767	353,581	-	-	-	-
Actual (MTD)	356,855	359,066	319,753	400,006	407,917	317,156	272,336	394,563	-	-	-	-
Budgeted (YTD)	323,603	677,761	1,070,654	1,510,235	1,908,293	2,182,684	2,457,451	2,811,032	2,811,032	2,811,032	2,811,032	2,811,032
Actual (YTD)	356,855	715,922	1,035,674	1,435,680	1,843,597	2,160,753	2,433,089	2,827,652	2,827,652	2,827,652	2,827,652	2,827,652

<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	37,955	93,140	85,731	41,831	156,094	(9,867)	(79,900)	60,187	-	-	-	-
Actual (MTD)	(120,015)	(10,399)	76,712	136,639	6,218	(150,471)	(74,944)	61,623	-	-	-	-
Budgeted (YTD)	37,955	131,095	216,826	258,657	414,751	404,884	324,984	385,171	385,171	385,171	385,171	385,171
Actual (YTD)	(120,015)	(130,414)	(53,702)	82,937	89,155	(61,316)	(136,260)	(74,636)	(74,636)	(74,636)	(74,636)	(74,636)

<b>Key Indicators</b>												
Hotel Room Revenue	158,572	164,803	212,709	257,792	256,673	125,250	137,099	211,512	-	-	-	-
Food and Banquet Revenue	59,344	173,788	118,445	242,896	145,237	38,147	52,875	215,032	-	-	-	-

Fiscal Year 2023-2024	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
<b>Revenue</b>												
Budgeted (MTD)	410,419	431,525	510,625	586,974	483,480	297,582	315,574	362,587	608,058	432,639	507,733	476,811
Actual (MTD)	261,357	375,874	255,855	431,851	292,696	136,238	132,604	365,406	496,036	400,897	538,868	596,344
Budgeted (YTD)	410,419	841,944	1,352,569	1,939,543	2,423,023	2,720,605	3,036,179	3,398,766	4,006,824	4,439,463	4,947,196	5,424,007
Actual (YTD)	261,357	637,231	893,086	1,324,937	1,617,633	1,753,871	1,886,475	2,251,881	2,747,917	3,148,814	3,687,682	4,284,026

<b>Expenses</b>												
Budgeted (MTD)	354,409	378,100	400,332	454,283	383,871	331,720	306,328	341,951	469,445	356,245	408,092	362,823
Actual (MTD)	277,604	280,264	280,443	337,716	261,601	267,805	284,413	334,937	384,711	380,178	428,305	404,030
Budgeted (YTD)	354,409	732,509	1,132,841	1,587,124	1,970,995	2,302,715	2,609,043	2,950,994	3,420,439	3,776,684	4,184,776	4,547,599
Actual (YTD)	277,604	557,867	838,311	1,176,027	1,437,628	1,705,433	1,989,846	2,324,784	2,709,495	3,089,672	3,517,977	3,922,007

<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	56,010	53,425	110,293	132,691	99,609	(34,138)	9,246	20,636	138,613	76,394	99,641	113,988
Actual (MTD)	(16,246)	95,610	(24,589)	94,134	31,095	(131,567)	(151,809)	30,469	111,325	20,719	110,564	192,315
Budgeted (YTD)	56,010	109,435	219,728	352,419	452,028	417,890	427,136	447,772	586,385	662,779	762,420	876,408
Actual (YTD)	(16,246)	79,364	54,775	148,910	180,005	48,438	(103,372)	(72,903)	38,422	59,141	169,705	362,020

<b>Key Indicators</b>												
Hotel Room Revenue	174,426	203,842	165,813	207,754	145,251	90,198	94,661	176,917	250,403	192,747	313,247	305,759
Food and Banquet Revenue	58,116	178,433	70,265	189,490	123,397	39,096	32,013	165,017	205,352	184,321	153,888	237,488



**City Manager's Office**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1205

## MEMORANDUM

TO: Honorable Chairman and Trustees  
Midwest City Municipal Authority

FROM: Ryan Rushing, Director of Operations

DATE: April 22, 2025

SUBJECT: Review of the monthly report on the current condition of the Delta Hotel at the Reed Center for the period ending March 31, 2025

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Delta Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1205.

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
<b>Revenue</b>												
Budgeted (MTD)	361,558	447,298	478,624	481,412	554,152	264,524	194,867	413,768	551,005	-	-	-
Actual (MTD)	236,840	348,667	396,465	536,644	414,135	166,685	197,392	456,186	405,012	-	-	-
Budgeted (YTD)	361,558	808,856	1,287,480	1,768,892	2,323,044	2,587,568	2,782,435	3,196,203	3,747,208	3,747,208	3,747,208	3,747,208
Actual (YTD)	236,840	585,507	981,973	1,518,617	1,932,752	2,099,437	2,296,829	2,753,015	3,158,028	3,158,028	3,158,028	3,158,028

<b>Expenses</b>												
Budgeted (MTD)	323,603	354,158	392,893	439,581	398,058	274,391	274,767	353,581	426,058	-	-	-
Actual (MTD)	356,855	359,066	319,753	400,006	407,917	317,156	272,336	394,563	418,974	-	-	-
Budgeted (YTD)	323,603	677,761	1,070,654	1,510,235	1,908,293	2,182,684	2,457,451	2,811,032	3,237,090	3,237,090	3,237,090	3,237,090
Actual (YTD)	356,855	715,922	1,035,674	1,435,680	1,843,597	2,160,753	2,433,089	2,827,652	3,246,625	3,246,625	3,246,625	3,246,625

<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	37,955	93,140	85,731	41,831	156,094	(9,867)	(79,900)	60,187	124,947	-	-	-
Actual (MTD)	(120,015)	(10,399)	76,712	136,639	6,218	(150,471)	(74,944)	61,623	(13,961)	-	-	-
Budgeted (YTD)	37,955	131,095	216,826	258,657	414,751	404,884	324,984	385,171	510,118	510,118	510,118	510,118
Actual (YTD)	(120,015)	(130,414)	(53,702)	82,937	89,155	(61,316)	(136,260)	(74,636)	(88,598)	(88,598)	(88,598)	(88,598)

<b>Key Indicators</b>												
Hotel Room Revenue	158,572	164,803	212,709	257,792	256,673	125,250	137,099	211,512	234,447	-	-	-
Food and Banquet Revenue	59,344	173,788	118,445	242,896	145,237	38,147	52,875	215,032	138,082	-	-	-

Fiscal Year 2023-2024	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
<b>Revenue</b>												
Budgeted (MTD)	410,419	431,525	510,625	586,974	483,480	297,582	315,574	362,587	608,058	432,639	507,733	476,811
Actual (MTD)	261,357	375,874	255,855	431,851	292,696	136,238	132,604	365,406	496,036	400,897	538,868	596,344
Budgeted (YTD)	410,419	841,944	1,352,569	1,939,543	2,423,023	2,720,605	3,036,179	3,398,766	4,006,824	4,439,463	4,947,196	5,424,007
Actual (YTD)	261,357	637,231	893,086	1,324,937	1,617,633	1,753,871	1,886,475	2,251,881	2,747,917	3,148,814	3,687,682	4,284,026

<b>Expenses</b>												
Budgeted (MTD)	354,409	378,100	400,332	454,283	383,871	331,720	306,328	341,951	469,445	356,245	408,092	362,823
Actual (MTD)	277,604	280,264	280,443	337,716	261,601	267,805	284,413	334,937	384,711	380,178	428,305	404,030
Budgeted (YTD)	354,409	732,509	1,132,841	1,587,124	1,970,995	2,302,715	2,609,043	2,950,994	3,420,439	3,776,684	4,184,776	4,547,599
Actual (YTD)	277,604	557,867	838,311	1,176,027	1,437,628	1,705,433	1,989,846	2,324,784	2,709,495	3,089,672	3,517,977	3,922,007

<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	56,010	53,425	110,293	132,691	99,609	(34,138)	9,246	20,636	138,613	76,394	99,641	113,988
Actual (MTD)	(16,246)	95,610	(24,589)	94,134	31,095	(131,567)	(151,809)	30,469	111,325	20,719	110,564	192,315
Budgeted (YTD)	56,010	109,435	219,728	352,419	452,028	417,890	427,136	447,772	586,385	662,779	762,420	876,408
Actual (YTD)	(16,246)	79,364	54,775	148,910	180,005	48,438	(103,372)	(72,903)	38,422	59,141	169,705	362,020

<b>Key Indicators</b>												
Hotel Room Revenue	174,426	203,842	165,813	207,754	145,251	90,198	94,661	176,917	250,403	192,747	313,247	305,759
Food and Banquet Revenue	58,116	178,433	70,265	189,490	123,397	39,096	32,013	165,017	205,352	184,321	153,888	237,488



## **MEMORIAL HOSPITAL AUTHORITY AGENDA**

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard  
April 22, 2025 – 6:02 PM

Presiding members: Chairman Matthew Dukes	City Staff:
Trustee Susan Eads	General Manager Tim Lyon
Trustee Pat Byrne	Secretary Sara Hancock
Trustee Rita Maxwell	Authority Attorney Don Maisch
Trustee Marc Thompson	
Trustee Sara Bana	
Trustee Rick Favors	

A. **CALL TO ORDER.**

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

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

C. **DISCUSSION ITEMS.**

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

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

E. **ADJOURNMENT.**



## CONSENT AGENDA



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

## Midwest City Memorial Hospital Authority Minutes

**March 25, 2025**

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

Chairman Matt Dukes called the meeting to order at 7:48 PM with following members present:

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

Absent: Trustee Rick Favors

CONSENT AGENDA. Byrne made a motion to approve with exception to pulled item #4, seconded by Eads. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: None. Absent: Favors. Motion Carried.

1. Discussion, consideration and possible action to approve the February 25, 2025 minutes.
2. Discussion, consideration and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.
3. Discussion, consideration, and possible action of approving Amendment No. 1 to the Construction Manager at Risk (CMAR) services for the Plaza 62 revitalization district with Willowbrook, Inc. originally approved August 27, 2024.
5. Discussion, consideration and possible action of approving a request for a six (6) month extension to expend Grant funds from the 2024 Grant approval for Tree Giveaway.

At 7:48 PM Chairman Dukes left the horseshoe.

4. **Discussion, consideration and possible action of approving a request for a six (6) month extension to expend Grant funds from the 2024 Grant approval for Ring cameras for all of Leah's Hope homes.**

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

At 7:49 PM Chairman Dukes returned to the horseshoe.

DISCUSSION ITEM.

- 1. Discussion, consideration, and possible action of entering into a contract with The Midwest City Economic Development Authority and Donoley Construction LLC for \$846,691.88 and 90 Calendar Days for the Centrillum Railroad Spur Project. The Hospital Authority delegates the Chairman to sign and execute the contract.**

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

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

EXECUTIVE SESSION.

- 1. Discussion, consideration, and possible action of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, concerning Project "Adam"; and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.**

At 7:50 PM Eads made a motion to enter into Executive Session, seconded by Maxwell. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: None. Absent: Favors. Motion Carried.

At 8:18 PM Eads made motion to return to Open Session, seconded by Byrne. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: None. Absent: Favors. Motion Carried.

DISCUSSION ITEM CONTINUED.

- 2. Discussion, consideration, and possible action to approve an agreement to provide professional predevelopment services for ± 15.03 acres lying between 8800 – 8920 SE 29th Street (a/k/a lying in the NE/4, NE/4; Sec. 14, T11N, R02W, I.M, Oklahoma County); and to authorize the General Manager/Administrator to spend up to \$508,000 in development-related expenses for Project "Adam."**

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



Minutes continued.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:19 PM.

ATTEST:

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MATTHEW D DUKES II, Chairman

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SARA HANCOCK, Secretary



Community Development Department

Matt Summers, Community Development Director  
Tami Anderson, Administrative Assistant  
Emily Richey, Current Planning Manager  
Julie Shannon, Planner III  
Cameron Veal, Planner I

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**TO:** Honorable Chairman and Trustees

**FROM:** Matt Summers, Community Development Director

**DATE:** April 22, 2025

**SUBJECT:** Discussion, consideration, and possible action to approve Amendment 2 to professional services agreement with Tunnell, Spangler & Associates, Inc. dba TSW, in an amount not to exceed \$312,500 for design, construction documents, bidding and construction administration for Plaza 62.

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In December 2023, the Hospital Authority entered into a Professional Services Agreement with TSW for construction drawings for Plaza 62. This agreement was first amended in 2024 to correct a clerical error in the Fee Breakdown.

This second amendment of the agreement is needed to add scope to the project including: a master plan for the block planned for the new YMCA, the extension and realignment of Burlingame Rd., enhanced stormwater feature design, playground feature design, and parking lot and drive design.

The table below shows the cost of the originally approved agreement, additional costs included with the correction made with the first amendment, and the proposed cost with the added scope for the second amendment to the agreement. The bottom row of the table shows the total cost of the amended agreement if this agenda item is approved.

Original Agreement	\$1,144,020
1 <sup>st</sup> Amendment	\$14,500
2 <sup>nd</sup> Amendment	\$312,500
<b>Total</b>	<b>\$1,471,020</b>

This project is funded from the Hospital District Fund (Project #902301). Action on this item is at the discretion of the Hospital Authority.

Sincerely,

Matt Summers, AICP  
Community Development Director

**SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
between  
Tunnell, Spangler & Associates, Inc. d/b/a TSW  
And  
THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY**

Pursuant to Paragraph 24. of the Professional Services Agreement for Plaza 62 Design and Construction Plans dated December 12, 2023, and as amended for the first time on September 5, 2024, the following amendment is hereby agreed to between the parties:

The terms in the Exhibit "A" attached hereto shall modify the original contract and be added as Exhibit "F". All other terms and conditions contained in the original contract shall remain in full force and effect.

The term for this Agreement is for two years, commencing immediately upon signature by both parties. This Agreement may be extended by mutual agreement of the parties, in writing, for an additional four (4) one-year terms.

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

**Tunnel, Spangler & Associates, LLC.:**

*Adam Williamson*

Mr. Adam Williamson  
Senior Principal

Date: April 8 , 2025

**For Midwest City Memorial Hospital Authority:**

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Matt Dukes, II  
Chairman

Date: \_\_\_\_\_

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Sara Hancock, Secretary

Approved as to form and legality:

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Donald D. Maisch, City Attorney

**SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
between  
Tunnell, Spangler & Associates, Inc. d/b/a TSW  
AND  
THE MEMORIAL HOSPITAL AUTHORITY OF MIDWEST CITY**

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**ATTACHMENT “A”**

**Add Services Scope of Work**

On February 26, 2025, the consulting team met in-person with the Hospital District Advisory Committee, consisting of city management, staff, and hospital representatives. The consulting team gave an overview of the additional scoping items with anticipated costs that have been added to the project or are improvements needed to deliver the project as desired. Based on this meeting and a follow-up call with city management, it was desired that the project would move forward with all the additional scoping items, thereby increasing the project budget by \$5 million dollars and the need for additional design and engineering services.

**Task 1: YMCA Block Master Plan Update**

**1.1 TSW Team will work with the City** to update the conceptual master plan with a revised scheme for the lots and blocks located on the north side of National Ave. to explore the placement of a new YMCA with the facilities associated parking. TSW will produce up to three (3) versions of the YMCA block showing different configurations and locations of the proposed building and parking lots and/or parking garage within the block area.

**1.2 TSW** will present the options to the City for review and feedback.

**1.3 Based on the final option chosen by the City, TSW** update the overall Plaza 62 district master plan rendering and parking count diagram to reflect the future development of the YMCA and it's associated parking.

**SECOND AMENDMENT TO  
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between  
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AND  
THE MEMORIAL HOSPITAL AUTHORITY OF MIDWEST CITY**

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**Task 2: Upper Canal Stormwater Feature**

Based on the conceptual designs presented at the in-person project meeting held February 26, 2005, the TSW Team will advance the design of the following upper canal stormwater feature into construction document drawings.

**2.1 Landscape Architecture scope of services will include:**

- Design of the upper canal pier and dam system to be finalized by engineering
- Design of the parallel multi-use trail and other sidewalk areas along the upper canal stormwater feature
- Design of the northern neighborhood trailhead connection
- Coordination with engineers

**2.2 Civil Engineering scope of services will include:**

- Utility locating around hospital oxygen tanks
- Hydrology and design for the tiered detention pond system (aka upper canal area)

**2.3 Structural Engineering scope of services will include:**

- Cast-in-Place Concrete Retaining Walls Varying in Height up to 10 ft, of approximate 1200 ft length within the proposed detention area.
- Guardrails and attachment to structure.
- Prepare structural specifications and assist with related architectural sections such as masonry, miscellaneous metals, etc.

**SECOND AMENDMENT TO  
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between  
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AND  
THE MEMORIAL HOSPITAL AUTHORITY OF MIDWEST CITY**

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**Task 3: Lower Stormwater Pond, Pedestrian Bridge, and Neighborhood  
Trailhead Connection**

Based on the conceptual designs presented at the in-person project meeting held February 26, 2005, the TSW Team will advance the design of the following lower stormwater pond, pedestrian bridge, and trailhead connection into construction document drawings.

**3.1 Landscape Architecture scope of services will include:**

- Design of the stormwater pond with retaining walls to be finalized by engineering
- Design of pedestrian bridge that spans the stormwater pond and connects to the neighborhood trailhead.
- Design of the trailhead connection area that leads into the Ridgecrest neighborhood.

**3.2 Civil Engineering scope of services will include:**

- Survey of north storm outfall route
- Hydrology and plans for the north storm outfall route

**3.3 Structural Engineering scope of services will include:**

- Cast-in-Place Concrete Retaining Walls Varying in Height up to 10 ft, of approximate 1200 ft length within the proposed detention area.
- A Pedestrian Bridge spanning approximately 200 ft in length.
- Guardrails and attachment to structure.
- Design and documentation of slab-on-grade and foundation systems, based on information from a geotechnical report for the project site from a qualified geotechnical consulting firm for the purposes of foundation design. Geotechnical reports should be provided by others. Spread footings or pier and grade beam foundation systems are anticipated in this scope of work.

**SECOND AMENDMENT TO  
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AND  
THE MEMORIAL HOSPITAL AUTHORITY OF MIDWEST CITY**

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- Design and documentation of structural framing, load-bearing systems, and lateral load resistance systems to be coordinated with architectural and MEP designs.
- Document production in Revit and collaboration with BIM 360 (can be exported to DWG format).
- Prepare structural specifications and assist with related architectural sections such as masonry, miscellaneous metals, etc.
- Attend local and virtual design meetings.

**Task 4: Additional Parking Lots, Drives, and Parcel to Accommodate Trail**

Based on the conceptual designs presented at the in-person project meeting held February 26, 2005, the TSW Team will advance the design of the additional hospital parking lots and driveways that serve them in order to accommodate the new multi-use loop trail around the backside of the hospital. Also, engineering will survey the orphaned parcel to be included into the master plan site.

**4.1 Landscape Architecture scope of services will include:**

- Redesign of five hospital parking lots and the driveways that serve them. Grading and drainage to be finalized by engineering.
- Finalize the alignment and design of the multi-use trail around the back side of the hospital.

**4.2 Civil Engineering scope of services will include:**

- Civil plans for five hospital parking lots and the driveways that serve them.
- Survey for the newly acquired orphaned parcel behind the furthest southwest hospital parking lot that will provide room for the new multi-use trail alignment.



**SECOND AMENDMENT TO  
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THE MEMORIAL HOSPITAL AUTHORITY OF MIDWEST CITY**

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**Task 5: Burlingame Road Realignment**

Based on the conceptual designs presented at the in-person project meeting held February 26, 2005, the TSW Team will advance the design of the Burlingame Rd. realignment as a street with a pedestrian trail connection into the Ridgecrest neighborhood.

**5.1 Landscape Architecture scope of services will include:**

- Redesign of Burlingame Rd. as a vehicular roadway connection to Parklawn Ave.
- Trail design along the new Burlingame roadway.

**5.2 Civil Engineering scope of services will include:**

- Burlingame Rd. realignment design and engineering

**Task 6: Playground/Artist Piece**

The city desires to include a unique artist designed playground piece by Luckey LLC within the central park. Design services and coordination for this item include:

**6.1 Landscape Architecture scope of services will include:**

- Design and implementation coordination with artist.

**6.2 Lucky LLC scope of services will include:**

- Design process to include concept/schematic design, design development, engineering, and construction documents for the piece.

**Task 7: Construction Administration for Add Services**

Based on the add services listed in Task 1-5 above, additional construction administration time for Landscape Architecture, Civil Engineering, and Structural Engineering will be provided.

**SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
between  
Tunnell, Spangler & Associates, Inc. d/b/a TSW  
AND  
THE MEMORIAL HOSPITAL AUTHORITY OF MIDWEST CITY**

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**Fee Breakdown by Task**

The scope of work for **Tasks 1 - 6** will be completed for a **LUMP SUM** fee of **\$288,600.00**.

**Task 6** will be completed for an hourly not to exceed fee of **\$23,900**. That is a total added services cost of **\$312,500**.

<b>TASK</b>	<b>LUMP SUM FEE</b>	<b>HOURLY – NOT TO EXCEED</b>
<b>Task 1: YMCA Block Master Plan Update</b>	<b>\$8,500</b>	
<b>Task 2: Upper Canal Stormwater Feature</b>	<b>\$73,800</b>	
Task 2.1: Landscape Architecture	\$57,500	
Task 2.2: Civil Engineering	\$10,500	
Task 2.3: Structural Engineering	\$5,800	
<b>Task 3: Lower Stormwater Pond, Pedestrian Bridge, &amp; Neighborhood Trailhead Connection</b>	<b>\$49,300</b>	
Task 3.1: Landscape Architecture	\$34,500	
Task 3.2: Civil Engineering	\$9,000	
Task 3.3: Structural Engineering	\$5,800	
<b>Task 4: Additional Parking Lots, Drives &amp; Parcel to Accommodate Trail</b>	<b>\$56,500</b>	
Task 4.1: Landscape Architecture	\$45,000	
Task 4.2: Civil Engineering	\$11,500	
<b>Task 5: Burlingame Rd. Realignment</b>	<b>\$40,500</b>	
Task 5.1: Landscape Architecture	\$37,000	

**SECOND AMENDMENT TO  
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<b>TASK</b>	<b>LUMP SUM FEE</b>	<b>HOURLY – NOT TO EXCEED</b>
Task 5.2: Civil Engineering	\$3,500	
<b>Task 6: Playground/Artist Piece</b>	<b>\$60,000</b>	
Task 6.1: Landscape Architecture	\$5,000	
Task 6.2: Luckey LLC	\$55,000	
<b>Task 7: Construction Administration for Add Services</b>		
Landscape Architecture		\$16,000
Civil		\$5,000
Structural		\$2,900
<b>Totals</b>	<b>\$288,600</b>	<b>\$23,900</b>

**SECOND AMENDMENT TO  
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between  
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**AND**  
**THE MEMORIAL HOSPITAL AUTHORITY OF MIDWEST CITY**

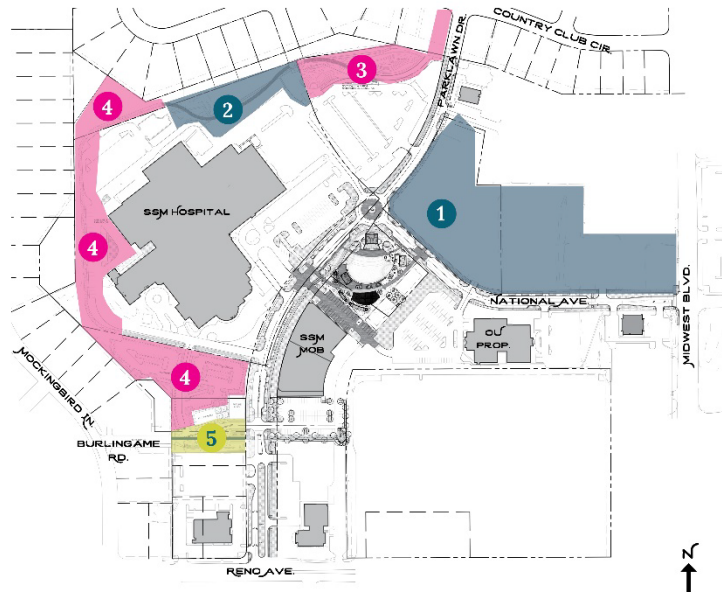
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**Site Map**



**ADD SERVICES SITE MAP**

- 1 YMCA Block Master Plan Update
- 2 Upper Canal Stormwater Feature
- 3 Lower Stormwater Pond, Pedestrian Bridge, & Neighborhood Trail head Connection
- 4 Additional Parking Lots, Drives, & Parcel to Accommodate Trail
- 5 Burlingame Rd. Realignment





Midwest City Memorial Hospital Authority  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
Office (405) 739-1207/Fax (405) 739-1208  
[www.midwestcityok.org](http://www.midwestcityok.org)

## MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: March 26, 2025

Subject: Discussion, consideration, and possible action of approving an agreement with Sooner RE Co., LLC, to provide professional brokerage services for the sale of  $\pm$  15.03 acres lying between 8800 – 8920 SE 29<sup>th</sup> Street (a/k/a lying in the NE/4, NE/4; Sec. 14, T11N, R02W, I.M, Oklahoma County).

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The team from Sooner RE, LLC, is preparing for the ICSC ReCon Convention scheduled for May 17 - 20, 2025, in Las Vegas, NV, where thousands of real estate professionals gather annually to discuss commercial real estate issues and make deals. Sooner is respectfully requesting to represent the Authority's property on the SW corner of SE 29<sup>th</sup> Street and S Douglas Boulevard in hopes of recruiting a full lineup of tenants to this  $\pm$  15-acre site.

Please contact Economic Development Director Robert Coleman (405/739-1218) with any questions.

Respectfully,

Tim Lyon, General Manager/Administrator

Attachments: The proposed agreement is attached for your consideration.

STATE OF OKLAHOMA

EXCLUSIVE REAL ESTATE AGENCY AGREEMENT

COUNTY OF OKLAHOMA

**THIS EXCLUSIVE REAL ESTATE AGENCY AGREEMENT** (“Agreement”) is made and entered into on this 22nd day of April, 2025 (the “Effective Date”), by and between SOONER INVESTMENT RE CO., LLC (“Broker”) and MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY (“Authority”), pursuant to the following terms and conditions:

**WITNESSETH**

**WHEREAS**, the Authority owns that certain real property located at the Southwest corner of SE 29<sup>th</sup> Street and Douglas Blvd in Midwest City, Oklahoma County, Oklahoma, as more particularly described in Section 2 below (the “Property”); and

**WHEREAS**, Broker is an Oklahoma limited liability company acting as the “Listing Broker”; and

**WHEREAS**, the Authority and Broker intend, through this Agreement, to establish the terms, conditions and basis upon which Broker shall earn and be entitled to receive a Real Estate Commission (defined below) regarding the leasing or sale of the Property, or any portion thereof.

**NOW, THEREFORE**, in consideration of the foregoing, the recital of which shall constitute part of this Agreement, and in consideration of the mutual promises, representations, warranties, covenants, terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is herein acknowledged, the parties hereby agree as follows:

1. Scope of this Agreement.

The Authority agrees, and hereby does, nominate and appoint Broker as its exclusive single-party real estate broker for the leasing or sale of the Property described herein, subject to the terms and conditions of this Agreement. This Agreement solely establishes those certain terms, conditions and basis upon which Broker may earn and be entitled to receive a Real Estate Commission (defined below) regarding the leasing or sale of the Property, or any portion thereof. The Authority and Broker agree that this Agreement shall not grant or confer any right, title or benefit to Broker beyond the limited right to earn and receive a Real Estate Commission associated with the leasing or sale of the Property under the express terms and conditions of this Agreement.

2. The Property. The Property is located in Midwest City, Oklahoma County, Oklahoma, and is more particularly described on the Boundary and Topographic Survey, prepared by Cowan Group Engineering, and dated December 29, 2024, a copy of which is attached hereto and incorporated by reference as Exhibit “A”.

3. Term of this Agreement. This Agreement, and the agency granted by the Authority to Broker hereby, shall commence on the Effective Date and shall continue until its termination at the

earlier of: (i) midnight on the second anniversary following the Effective Date; (ii) the mutual written agreement of the Authority and Broker to terminate this Agreement; (iii) upon ninety (90) days' prior written notice of either party to the other of its intent to terminate this Agreement; or (iv) the successful closing and consummation of the sale of the Property in its entirety (collectively, the "Term"). All terms, conditions, rights, and obligations of this Agreement end, expire and terminate at the end of the Term of this Agreement, and in such instance, this Agreement shall be of no further force and effect, except under the limited instance where this Agreement expressly provides that a certain right or obligation contained herein survives the termination of this Agreement.

4. Broker's Services and Obligations.

a. Broker, during the Term of this Agreement, is obligated and shall perform all services as a single-party real estate broker using commercially reasonable efforts to submit a lessee or purchaser for the Property to the Authority. Broker shall have the following duties and responsibilities to the Authority and all other parties in a transaction, which are mandatory and may not be abrogated or waived by Broker or its sub-broker(s):

- i. Treat all parties with honesty and exercise reasonable skill and care;
- ii. Unless specifically waived in writing by a party to the transaction:
  1. receive all written offers and counteroffers;
  2. reduce offers or counteroffers to a written form upon request of any party to a transaction; and
  3. present timely all written offers and counteroffers;
- iii. Timely account for all money and property received by the Broker or its sub-broker(s);
- iv. Keep confidential information received from any party or prospective party confidential. Confidential information shall not be disclosed by Broker or its sub-broker(s) except as required by law. In addition to information and documentation specifically designated by a party or a prospective party as confidential, the following information shall also be considered confidential (whether designated confidential or not):
  1. that a party or prospective party is willing to pay more or accept less than what is being offered;
  2. that a party or prospective party is willing to agree to financing terms that are different from those offered; and
  3. the motivating factors of the party or prospective party purchasing, selling, leasing, optioning or exchanging the Property;

- v. Disclose information pertaining to the Property as required by the Residential Property Condition Disclosure Act or any similar act, law, statute or rule; and
  - vi. Comply with all requirements of The Oklahoma Real Estate License Code and all applicable statutes and rules.
- b. Broker and its sub-broker(s) shall have the following duties and responsibilities only to a party for whom Broker and its sub-broker(s) are providing brokerage services in a transaction, which are mandatory and may not be abrogated or waived by Broker or its sub-broker(s):
  - i. Inform the Authority in writing when an offer is made that the Authority will be expected to pay certain costs, brokerage service costs and approximate amount of such costs; and
  - ii. Keep the Authority informed regarding the transaction, subject to the confidentiality provisions set forth in Section 4(a)(iv).
- c. When representing both a prospective tenant or purchaser and the Authority regarding the lease or sale of any portion of the Property, Broker and its sub-broker(s)' duties and responsibilities as set forth in this Section shall remain in place for both parties;
- d. All negotiations with prospective tenants and purchasers shall be conducted by Broker under the authority granted by the Authority and the Authority's counsel. The Authority, in consultation with its counsel, shall be solely responsible for determining the legal sufficiency of the lease or purchase and sale agreement and all other documents relating to any transaction contemplated by this Agreement. The Authority and its financial advisors shall be solely responsible for determining the tax consequences of any transaction contemplated under this Agreement. The Authority shall not rely on Broker for any legal or tax planning advice concerning any transaction contemplated by this Agreement; and
- e. Broker hereby represents that it, its sub-broker(s), and its personnel providing services are, to the extent required by law, duly licensed. Broker and its sub-broker(s) shall, at its expense, obtain and keep in full force and effect throughout the Term of this Agreement all licenses and permits required to be maintained by Broker and its sub-broker(s) in connection with the rendering of the services contemplated herein.

5. Compensation/Commission When Earned and When Payable.

- a. Broker and its sub-broker(s) shall not be entitled to any compensation, and the Authority shall not be obligated to make any payment(s) to Broker or its sub-broker(s) as compensation for Broker's services pursuant to this Agreement, except as expressly provided in this Section 5.
- b. For Broker's services rendered pursuant to this Agreement, the Authority agrees to pay Broker (inclusive of all sub-broker(s) and any third-party broker(s)/agent(s)) a real estate commission of seven percent (7.0%) of the gross sale price of the Property or gross sale of any portion of the Property (the "Real Estate Commission") at closing pursuant to the



terms set forth in Subsection (c) below. The Real Estate Commission shall be payable as follows:

Broker (as listing broker)	3.0%
Deal Maker + Broker Management (including internal or third-party brokers/agents, and Sooner's management of all brokers)	4.0%
	<hr/> 7.0%

Real Estate Commissions earned on the sale of the Property or portions thereof shall be due and payable in full at the closing of the respective transaction and upon satisfaction of the terms of Section 5.c. Real Estate Commissions earned on the lease of the Property or portions thereof shall be due and payable upon the satisfaction of the terms of Section 5.c. and: (i) one-half ( $\frac{1}{2}$ ) upon the latter of (x) full execution of the lease agreement and (y) expiration or waiver of all of tenant's contingencies, and (ii) one-half ( $\frac{1}{2}$ ) upon the tenant's opening for business to the general public in the premises.

The Real Estate Commission referred to herein is the maximum commission, compensation, expense, or cost that the Authority will owe Broker, its sub-broker(s), or any third-party broker(s)/agent(s) under this Agreement under any circumstance except upon prior written approval by the Authority, in its sole discretion. The Real Estate Commission provided in this Subsection (b) shall be subject to the terms of Subsection (e), below.

- c. The Real Estate Commission shall only be earned by Broker and payable by the Authority upon all of the following occurring: (i) Broker, before the end of the Term of this Agreement, registers a prospective tenant or purchaser, such tenant or purchaser is ready, willing and able to lease or buy the Property or a portion thereof, and who presents a bona fide offer for the lease or purchase of the Property or a portion thereof (collectively, a "Broker-Procured Transaction"); (ii) the Authority accepts the bona fide offer and a definitive contract for the lease or sale of the Property or a portion thereof is fully executed and entered into by the Authority and the tenant or purchaser of the Broker-Procured Transaction upon terms negotiated and agreed to by the Authority; and (iii) the Authority and tenant or purchaser consummate the Broker-Procured Transaction and close the lease or sale on the Property or a portion thereof. No commission shall be owed unless 5(c)(i), (ii), and (iii) are fully satisfied.
- d. The Real Estate Commission, if earned, shall be payable in full, in certified funds, at the closing for the lease or sale of the Property or a portion thereof. All amounts owed to Broker hereunder shall bear interest from the date of the closing for the sale of the Property until paid in full at the prime rate of BancFirst, or any successor thereof (the "Bank"), which rate shall be as the rate charged by the Bank on ninety (90) day unsecured loans at its main office, plus five percent (5%) per annum; or in the event that the Bank does not then publish a prime rate as described above, interest may be computed hereunder upon the announced prime rate of any other bank doing business in Oklahoma, as selected by Broker. Notwithstanding the forgoing, the Authority shall owe no interest or penalties contemplated herein to Broker for any non-payment to

Broker which is caused through no fault of the Authority, whether willful or negligent, or because of Force Majeure.

- e. The Authority and Broker agree that no other compensation, commission, expense, or cost-reimbursement is contemplated, except as otherwise specifically provided for in this Section 5.
6. Other Brokers/Agents. Broker agrees, in the event that other real estate professionals, including, without limitation, outside brokers, agents, developers, declarants and master planners, are involved in the sale or closing of the Property or any portion thereof associated with a tenant or purchaser in a Broker-Procured Transaction, that the Real Estate Commission may be shared with such real estate professionals, outside brokers, agents, developers, declarants and master planners, but in any event the Real Estate Commission is the maximum commission the Authority shall pay pursuant to this Agreement. Broker agrees to indemnify, defend (with counsel reasonably accepted by the Authority), and hold the Authority, its shareholders, officers, directors, employees and agents harmless against any claims, actions, cause of actions, lawsuits, losses, costs, liabilities or damages (including, without limitation, attorneys' fees, arbitrators' fees, costs and related expenses) incurred by the Authority relating to, arising out of or in connection with any such claim or the like asserted by any outside brokers, agents, developers, declarants, and master planners relating to the leasing, sale or closing of the Property or any Real Estate Commission. This Section shall survive any expiration or termination of this Agreement and any closing of the Property.
7. Agreement is Exclusive. During the Term of this Agreement, the exclusive right to broker and list the Property is vested in Broker and the Authority shall direct all inquiries and prospective tenants and purchasers interested in the Property to Broker.
8. Listing. Broker may list the Property for lease and sale on the Internet or through the MLS or other listing services. Broker is authorized to erect signage, distribute mailers, and otherwise market the Property via written or electronic media. However, prior to listing the Property or doing any other marketing of the Property, Broker will provide the Authority with the proposed listing or marketing for the Authority's approval, which approval the Authority will not unreasonably withhold. Additionally, any listing or sales price for the Property or any portion thereof must be approved by the Authority in writing before being disseminated, offered or conveyed.
9. Authority's Representations to Broker. The Authority represents to Broker that: (i) the Authority is not now a party to any other real estate agency agreement or listing agreement with any other broker for the sale or exchange of the Property; (ii) no person or entity has any right to purchase or acquire the Property by virtue of an option, right of first refusal or other agreement; and (iii) the Authority is the owner in fee simple of the Property and has the full right to alienate, convey and sell the Property; (iv) the Property is not subject to the jurisdiction of any court in any bankruptcy, insolvency, conservatorship or probate proceeding; (v) the representations contained in this Agreement are true as of the date hereof and shall be true as of the date of closing; (vi) the Authority will comply with the provisions of FIRPTA (Internal Revenue Code § 1445) and regulations promulgated thereunder; and (vii) during the Term of this Agreement the Authority shall refer all leads, contacts and other information associated with prospective tenants or purchasers to Broker.

UNLESS OTHERWISE SPECIFICALLY PROVIDED FOR HEREIN, THE AUTHORITY EXPRESSLY WAIVES AND DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED.

To the extent allowed by law, the Authority agrees to indemnify, defend (with counsel reasonably acceptable to the Broker), and hold Broker, its shareholders, officers, directors, employees and agents harmless from any claims, lawsuits, losses, costs, liabilities or damages (including, without limitation, attorneys' fees, arbitrators' fees, costs and related expenses) incurred by Broker relating to, arising out of or in connection with (i) any of the Authority's own tortious act or omissions (ii) any breach of this Agreement by the Authority, including but not limited to the breach of the Authority's representations and warranties contained herein. This Section shall survive the termination of this Agreement.

10. Broker's Representations to Prospective Purchasers. Broker, in performing services pursuant to this Agreement, will advise all potential tenants and purchasers that: (i) any information furnished by the Authority is furnished for convenience purposes only in order to help such tenant or purchaser in its own evaluation and investigation of the Property and may be relied upon by such tenant or purchaser only at its own risk; (ii) that reasonable accommodations will be made to prospective tenants and purchasers for access to the Property to view, for themselves, the nature and condition of the property, (iii) the furnishing of any information by the Authority shall not constitute any representation or warranty regarding the accuracy or completeness of any such information and that the Authority makes no representations and/or warranties with regard to the Property, except any representations that may be contained in a definitive lease or sale and purchase agreement satisfactory to the Authority, and its counsel; (iv) any offer to lease or purchase, made by any prospective tenant or purchaser, must be approved by the Authority and the Authority's governing body, said governing body retaining full and sole discretion to approve or disapprove the terms of said lease or sale; and (v) any definitive real estate lease or purchase contract shall be prepared by counsel for the Authority or otherwise by third parties under the direction of the Authority's counsel and shall be subject to approval by the Authority and its governing body.

Broker shall refrain from making any representation or warranty concerning the Property, the condition thereof, its operations, or any element thereof, other than information specifically approved and authorized by the Authority. The Property shall be sold "as is" and "where is" and "with all faults."

11. Broker's Warranties and Indemnification. Broker agrees to defend (with counsel reasonably acceptable to the Authority), indemnify and hold the Authority harmless against and from any and all claims against the Authority arising out of any of Broker's own acts, omissions, or representations when such claims do, or may, arise out of such acts and representations Broker makes without knowledge, authorization or consent of the Authority, or that may be outside the scope of this Agreement. Broker warrants and represents that any potential tenant or purchaser that it discovers and presents to the Authority shall not create any obligation or liability on the Authority's part to any third-person, third-person broker, third-person agent or third-person entity for any commission, fee, compensation or payment. The only commission that the Authority may owe under this Agreement is the Real Estate Commission defined in Section 5 above. This Section shall survive any expiration or termination of this Agreement and any closing of the Property.

12. The Authority Reserves Discretion. The Authority reserves the right and discretion to reject any offer (whether bona fide or not) made by any potential tenant or purchaser of the Property. The Authority shall incur no liability to Broker or its sub-broker(s) (and no compensation, commission, or expenses shall be owed) in the event the Authority reject any offer for the lease or purchase of the Property or any portion thereof.
13. Confidentiality and Non-Disclosure Agreement. This Agreement, including any exhibits or addenda attached hereto or otherwise made a part hereof, are confidential, and Broker shall not disclose to third-parties any term and condition of this Agreement, except that Broker (a) may disclose that it is the Broker for the Authority, (b) may disclose those things specifically authorized by the Authority in this Agreement, and (c) may disclose such other things as may be otherwise authorized by the Authority from time to time.
14. Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed given when delivered personally or on the day said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, by nationally recognized overnight courier providing written receipt of delivery (such as Federal Express) addressed as follows:
- |  |                               |
|--|-------------------------------|
| <b>If to Authority:</b>                  | <b>If to Broker:</b>          |
| Midwest City Memorial Hospital Authority | Sooner Investment RE Co., LLC |
| 100 N Midwest Boulevard                  | 2301 W. I-44 Service Road     |
| Midwest City, OK 73110                   | Oklahoma City, OK 73112       |
| Attn: Tim Lyon                           | Attn: Chris Challis           |
- or to such other address as the parties may from time to time designate by notice in writing to the other parties.
15. Counterparts. This Agreement may be executed in counterparts that, when taken together, shall constitute one agreement. The parties also agree that a facsimile or signature sent by electronic means shall be deemed the equivalent of an original signature.
16. Choice of Law/Venue. The parties agree that all issues arising out of or related to this Agreement, including issues pertaining to the formation of this Agreement, are governed by the laws of the State of Oklahoma. In the event that any issue arising under this Agreement, including the formation of this Agreement, must be litigated, the same shall be litigated in the District Court of Oklahoma County and nowhere else.
17. Attorney's Fees/Costs. If either party shall bring legal proceedings to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs, expenses and fees incurred in connection with the exercise by the prevailing party of its rights and remedies with respect to this Agreement. Such costs, expenses and fees shall be defined as reasonable attorneys' fees, reasonable paralegal fees, reasonable fees for necessary expert witnesses, costs of tests and analyses, deposition transcript and trial transcript copies, and costs of court. For purposes of this paragraph, the term "prevailing party" shall mean (a) with respect to the claimant, one who is successful in obtaining substantially all of the relief sought, and (b) with respect to the defendant or respondent, one who is successful in denying substantially all of the relief sought by the claimant.

18. Assignment. This Agreement, and any right or obligation contained herein, shall not be assigned except upon the express, written consent of Broker.
19. Time is of the Essence. With regard to every obligation herein, time is of the essence.
20. Entire Agreement. This Agreement, and any exhibits and addenda hereto, constitute the entire agreement between the parties, and supersedes any prior and contemporaneous agreements, arrangements and understandings of the parties, whether written or oral, which are hereby terminated and of no further force and effect. No other statement, agreement, or representation shall be admitted to vary the terms of this Agreement, unless the same is reduced to writing and duly executed by all parties.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]  
SIGNATURES TO FOLLOW**

**IN WITNESS WHEREFORE**, having so agreed, the parties do set their hands as of the Effective Date.

**BROKER:**

**SOONER INVESTMENT RE CO., LLC**

Chris Challis, Manager	Date
------------------------	------

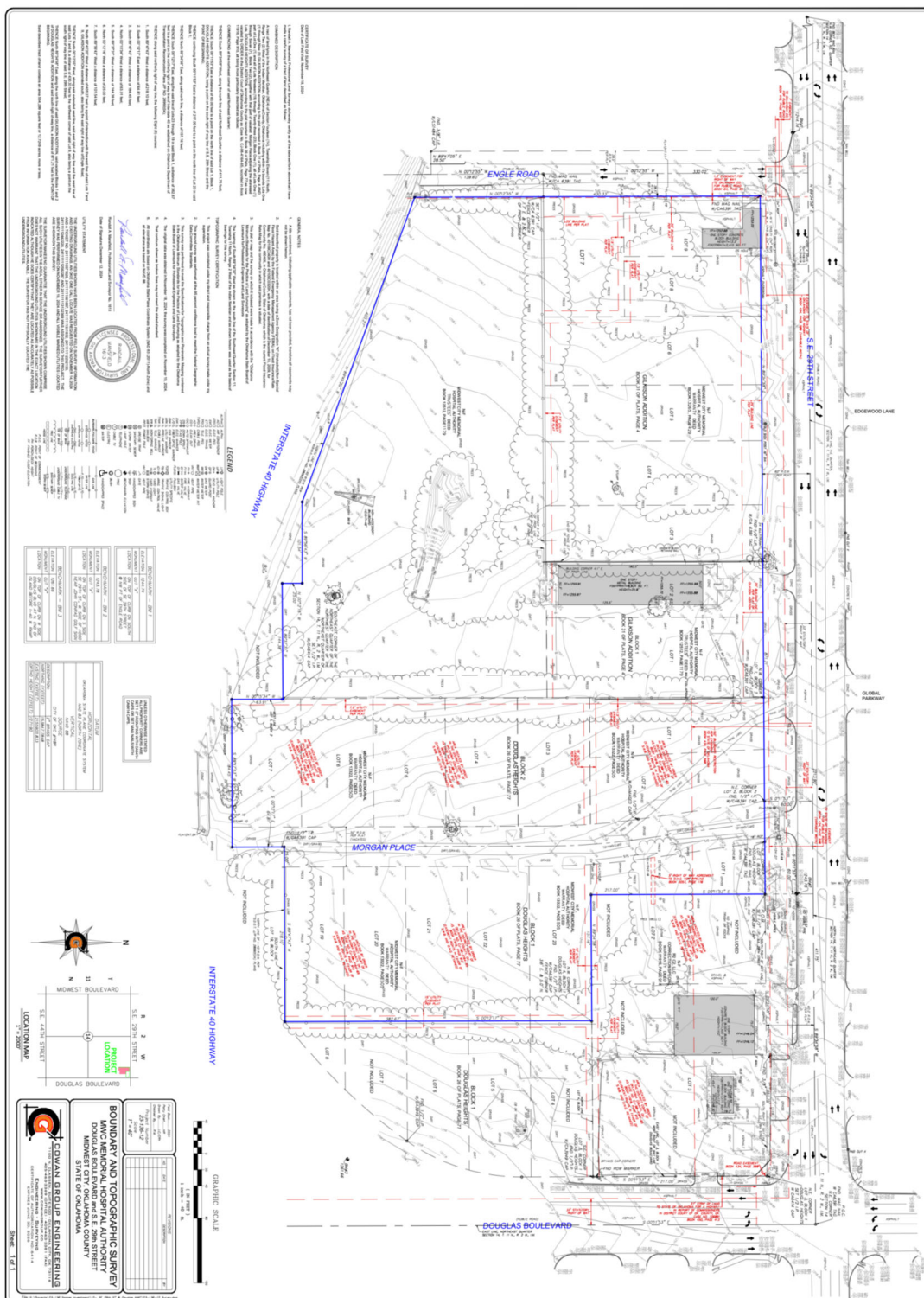
Leland Clark, Managing Broker	Date
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**AUTHORITY:**

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY**

Name	Title	Date
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EXHIBIT “A”







## 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](mailto:tlyon@midwestcityok.org)  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: April 22, 2025

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

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

Tiatia Cromar  
Finance Director



NEW BUSINESS/  
PUBLIC DISCUSSION





## **SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA**

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

April 22, 2025 – 6:03 PM

Presiding members: Chairman Matthew Dukes

Trustee Susan Eads

Trustee Pat Byrne

Trustee Rita Maxwell

Trustee Marc Thompson

Trustee Sara Bana

Trustee Rick Favors

City Staff:

General Manager Tim Lyon

Secretary Sara Hancock

Authority Attorney Don Maisch

A. **CALL TO ORDER.**

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

1. Discussion, consideration, and possible action to approve the March 25, 2025 meeting minutes. (Secretary – S. Hancock)
2. Review of the Midwest City Chamber of Commerce's Quarterly Activities for the 2025 first quarter period ending March 31, 2025. (City Manager – T. Lyon)
3. Discussion, consideration and possible action to declare a Selco vertical cardboard baler and a Marathon Equipment RamJet 225 Trash Compactor located at 6909 E Reno AV as surplus and authorizing disposal by public auction, sealed bid or other means as necessary. (Economic Development – R. Coleman)

C. **DISCUSSION ITEMS.**

1. Discussion, consideration, and possible action of awarding the bid to and approving a contract with Brewer Construction LLC for \$454,725.00 and 90 Calendar Days for the N.E. 23<sup>rd</sup> Street Waterline Extension Project and authorizing the General Manager to execute the contract. (Public Works – R. Streets)

D. **PUBLIC DISCUSSION.** The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

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).

## **Economic Development Authority Minutes**

**March 25, 2025**

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

Chairman Matt Dukes called the meeting to order at 7:45 PM with following members present:

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

Absent: Trustee Rick Favors

### DISCUSSION ITEMS.

#### **1. Discussion, consideration and possible action to approve the December 10, 2024 meeting minutes.**

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

#### **2. Discussion, consideration, and possible action of awarding the bid to Donoley Construction LLC and entering into a contract wih the Midwest City Municipal Hospital Authority and Donoley Construction LLC for \$846,691.88 and 90 Calendar Days for the Centrillium Railroad Spur Project. The Economic Development Authority delegates the Chairman to sign and execute the contract.**

Evenson addressed the trustees. After Trustee and Staff had discussion, Eads made a motion to approve the contract, seconded by Byrne. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: None. Absent: Favors. Motion Carried

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT. There being no further business, Chairman Dukes adjourned the meeting at 7:48 PM.

ATTEST:

\_\_\_\_\_  
MATTHEW D DUKES II, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary



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

MEMORANDUM

TO: Honorable Chairman and Commissioners

FROM: Tim Lyon, City Manager

DATE: April 22, 2025

SUBJECT: Review of the Midwest City Chamber of Commerce's Quarterly Activities for the period ending March 31, 2025.

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The Midwest City Chamber of Commerce has provided the attached report.

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



## 2025 Q1 Quarterly Report

Submitted 4.9.25

### New Members (Jan – Mar)

Current 2025	2025 Projected	2024 Annual Total
7	50	53

- The Midwest City Chamber of Commerce is seeing tremendous growth in our New Members category, we are expecting to successfully meet our goal of 50 new members for the year.
- Due to the recent economic climate we have noticed a decrease in new membership and in renewed memberships, along with a decline in sponsorships.
- We are navigating new ways to provide promotional opportunities for our members in lieu of events

### Chamber Programming

- Successfully hosted our Annual Awards Banquet and install the 2025 Board Members.
- Successfully hosted the State of the City Address with Mayor Matt Dukes – we are thankful to use local partners like Swadley's, Pelican's and the Underground to support this event.
- Hosted (3) Lunch Bunch events – Bricktown Brewery, Swadley's and Freddy's Custard and Steakburgers
- Attended the Community Comprehensive Planning session at council chambers and attended business related zoom calls
- Engaging in a new Shop Midwest campaign
- Hosted Ribbon Cutting for Katie's Pies and More

### Leadership Programming

- Continued with our 35<sup>th</sup> year of Leadership Midwest City – great class with 18 participants, due to weather, we have had to postpone or combine days, but all of our community partners have stepped up and adjusted as needed
- Hosted the Leadership Alumni Reception at Altitude 1291 (January 2025)

### Community Partner Events

- Attended Mid Del Schools Teacher of the Year Awards Banquet (February 2025)
- Attended the Mid Del Schools Foundation Investment in Excellence Banquet (March 2025)
- Attended the Junior Service League of Midwest City Annual Gala
- Attended the Midwest City Kiwanis Pancake Dinner
- Attended the Midwest City Rotary Shrimp Boil
- Collaboration Meetings with the Choctaw and Spencer Chamber of Commerce
- Active Board Member for the Oklahoma Chamber of Commerce Executives Association
- Attended the ground breaking for the Rose State College new Health Sciences Center





#### **Partnership with the City of Midwest City**

- Participated in the Great American Clean Up event hosted by Midwest City Public Work Department and provided lunch for all volunteers
- Participating as a vendor with color a canvas bag for Covered in Color, hosted by the Midwest City Special Events Department
- Participating as a vendor with color a canvas bag for the 2024 Earth Day festival and resource fair hosted by Midwest City Public Works Department

#### **Military Affairs**

- Our president, graduated from the Tinker Honorary Commander Program, Class of 2023 and 2024
- Our partnership with the Navy League of Oklahoma City has allowed us to keep their Annual Golf Tournament and the Battle of Midway Commemorative Family Picnic at Conrad and Regional, they will be celebrating 250 years of service in October.
- Through the Tinker Honorary Commander Program, the Chamber was able to connect with key leaders and encourage to book their events at the Delta Reed Center – secured the 70<sup>th</sup> Anniversary for the 552<sup>nd</sup> ACW (March 2025) and for the 507<sup>th</sup> ARW (May 2025)
- Secured a date for the State the Base luncheon at the Delta Reed Center in partnership with the 72d ABW.
- Active planning as NFE for the Tinker Air Show (Juen 2025)
- Shaina Bennett, has been selected as Tinker's AFB Civilian Leader for the National Security Forum (May 2025)
- Planning continues as we begin the 20<sup>th</sup> Anniversary of the Tinker and the Primes Aerospace Conference at the Delta Reed Center (August 2025)

#### **Upcoming Annual Events:**

- April 17<sup>th</sup> – Taste of Midwest City (tickets available for public use)
- April 22<sup>nd</sup> – Leadership Midwest City Graduation
- April 26<sup>th</sup> – Midwest City Resource Fair and Earth Day Festival
- May 12<sup>th</sup> – State of the Base (attendance via sponsorships only)
- May 22<sup>nd</sup> – Public Works Appreciation Luncheon
- June 12<sup>th</sup> – All Member Meeting (reservations required)
- June 28<sup>th</sup> – 29<sup>th</sup> – Tinker Air Show
- July 11<sup>th</sup> – Fill the Bus (open to the public)
- July 18<sup>th</sup> – Fill the Bus (open to the public)
- July 25<sup>th</sup> – Fill the Bus (open to the public)
- August 5<sup>th</sup> – 8<sup>th</sup> – Tinker and the Primes – Delta Reed Center (tickets available)
- September 11<sup>th</sup> – Strike Out Hunger Bowling Tournament hosted at Altitude 1291 (members only)
- October 2<sup>nd</sup> – Picnic with Protectors, Dispatch, & Public Works hosted Regional Park (open to the public)
- November 11<sup>th</sup> – Veterans Day Parade Breakfast
-



Economic Development Department  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office: (405) 739-1218  
[rcoleman@MidwestCityOK.org](mailto:rcoleman@MidwestCityOK.org)

MEMORANDUM

**TO:** Honorable Mayor and City Council

**FROM:** Robert Coleman, Director of Economic Development

**DATE:** April 22, 2025

**SUBJECT:** Discussion, consideration and possible action to declare a Selco vertical cardboard baler and a Marathon Equipment RamJet 225 Trash Compactor located at 6909 E Reno AV as surplus and authorizing disposal by public auction, sealed bid or other means as necessary.

The former Sears building, 6909 E Reno AV, is owned by the EDA, lies in an Urban Renewal Area, and will likely be demolished in the near future to make way for redevelopment. There are two machines located in the warehouse that may be of value if sold separately.

These include:

- Marathon RamJet 225 Trash Compactor, Serial #158195; condition: operational; Estimated value: < \$5000
- Selco Vertical Baler (Model and Serial Numbers Unknown); condition: unknown; Estimated value: < \$2000

The Buyer(s) shall be responsible for removal in accordance with certain terms and specifications.

Please contact my office at (405) 739-1218 with any questions.

Staff recommends approval.

Robert B. Coleman, Director of Economic Development

Attachments: Photographs

# Selco Vertical Baler







**OPERATING INSTRUCTIONS FOR  
SELCO VERTICAL BALER**

1. BE SURE BALE REMOVAL CHAIN AND PLATEN IS UNHOOKED FROM PLATEN.
2. BE SURE THAT BALE REMOVAL DOOR IS LATCHED AND PROPERLY LATCHED.
3. LOAD MATERIAL TO BE Baled INTO BALING CHAMBER. PULL SAFETY GATE ALL THE WAY DOWN INTO ITS CORRECT POSITION WHEN "PRESS THE "DOWN" BUTTON. BALER WILL CYCLE AND SWITCH OFF AUTOMATICALLY IN THE UP POSITION.
4. REPEAT STEPS UNTIL BALE IS COMPLETELY AND BALER SWITCHES OFF IN DOWN POSITION.

**NOTE:** INDICATOR LIGHT ON CONTROL PANEL INDICATES THAT BALE IS COMPLETE.

5. TO REMOVE BALE:
  - A. OPEN BALE REMOVAL DOOR WITH GRADUAL TENSION RELEASE LATCH.
  - B. INSERT FOUR (4) TIE WIRES THROUGH SLOTS IN FLOOR AROUND BALE AND BACK THROUGH SLOTS IN RAM. TIE WIRES SECURELY.
  - C. HOOK BALE REMOVAL CHAINS AT REAR OF BALER ONTO PLATEN. (HOOKS PROVIDED @ REAR OF PLATEN).
  - D. PLACE BALE COLLY IN FRONT OF BALER. PULL SAFETY GATE ALL THE WAY DOWN INTO ITS CORRECT POSITION THEN PUSH AND HOLD "UP" BUTTON ON CONTROL PANEL. BALE SHOULD ROLL OUT.
  - E. PULL SAFETY GATE ALL THE WAY DOWN INTO ITS CORRECT POSITION. CLOSE AND LATCH MAIN DOOR THEN PUSH "DOWN" BUTTON. WHEN PLATEN REACHES LOWEST POSITION PUSH "EMERGENCY STOP" BUTTON AND UNHOOK THE CHAIN FROM REAR OF PLATEN (CHAIN WILL UNHOOK AUTOMATICALLY ON H.D. MODELS). THEN PUSH "DOWN" BUTTON AND BALER WILL CONTINUE ITS CYCLE SWITCHING OFF AUTOMATICALLY IN THE UP POSITION READY FOR LOADING OF MATERIAL.

**NOTE:** BALER WILL NOT RUN AUTOMATICALLY UNLESS BALE REMOVAL DOOR IS CLOSED AND LATCHED AND SAFETY GATE IS ALL THE WAY DOWN IN ITS CORRECT POSITION.

IF SAFETY GATE IS RAISED FASTER THAN RAM IS MOVING UP THE BALER WILL SHUT DOWN.

**WARNING:** NEVER ATTEMPT ANY CLEANING OR ADJUSTMENTS TO THE BALER WITHOUT LOCKING OUT THE POWER TO THE BALER.

MEETS ALL Z143.5 ANSI STANDARDS.

**FOR SERVICE CALL  
912-367-4661**

**SELCO PRODUCTS, INC.**  
BAXLEY, GA

V94H 11/1/05



# Marathon RamJet 225 Trash Compactor













## DISCUSSION ITEMS







**Public Works Administration**

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

**Public Works Director**

[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)

(405) 739-1061

**Assistant Public Works Director**

[cevenson@midwestcityok.org](mailto:cevenson@midwestcityok.org)

(405) 739-1062

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

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: April 22, 2025

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

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The attached contract is for construction services associated with constructing 2,042 linear feet of twelve (12) inch waterline along NE 23<sup>rd</sup> Street from Spencer Road to Douglas Boulevard. The line is needed to help close a gap in the water distribution system and provide service to this section of NE 23rd Street.

The bid opening occurred on April 8, 2025, for the above referenced project. Four (4) bids were received. Two (2) bids were below the Engineer's Estimate of \$548,518.00. The lowest and best bid that met specifications was submitted by Brewer Construction Oklahoma, LLC, for a total base bid of \$454,725.00. Staff recommends award of the bid to Brewer Construction Oklahoma, LLC, in the amount of \$454,725.00. Upon approval, the parties will enter into a contract to be signed by the General Manager in accordance with the terms and conditions as specified herein.

The Engineer's Estimate and bid tabulation are attached. Funds for this project are available in Account # 353-9550-463.40-05, Project # 492308. Because this project involves infrastructure owned by the Municipal Authority, a corresponding item will also be presented to the Municipal Authority for discussion, consideration, and possible action.

Respectfully,

R. Paul Streets  
Public Works Director

Attachment

**Midwest City Municipal Authority**  
**N.E. 23rd Street Waterline Extension**  
**Project No. 1296b**  
**Bid Opening: Tuesday April 8, 2025**

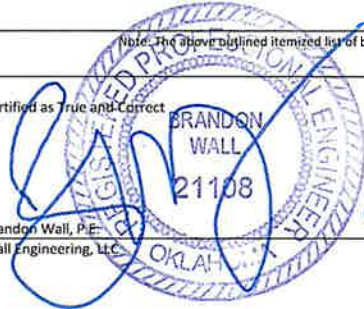
#	Bid Item	Unit	Qty	Engineer's Estimate	Brewer Construction Oklahoma, LLC		Civil Builders, LLC		H&H Plumbing & Utilities, Inc.		Cimarron Construction Company	
1	Mobilization/Demobilization	LS	1		\$16,855.00	\$16,855.00	\$10,880.00	\$10,880.00	\$15,000.00	\$15,000.00	\$30,500.00	\$30,500.00
2	Insurance, Bonding and General Conditions	LS	1		\$8,421.00	\$8,421.00	\$27,000.00	\$27,000.00	\$15,000.00	\$15,000.00	\$31,391.00	\$31,391.00
3	SWPPP and Erosion Control	LS	1		\$10,748.00	\$10,748.00	\$12,600.00	\$12,600.00	\$15,000.00	\$15,000.00	\$3,450.00	\$3,450.00
4	Traffic Control, Barricades and Signage in accordance with Manual of Uniform Traffic Control Devices	LS	1		\$9,376.00	\$9,376.00	\$8,340.00	\$8,340.00	\$20,000.00	\$20,000.00	\$4,250.00	\$4,250.00
5	Clearing, Grubbing and Miscellaneous Incidental Removals of Structures and Obstructions	LS	1		\$8,630.00	\$8,630.00	\$12,300.00	\$12,300.00	\$20,000.00	\$20,000.00	\$32,300.00	\$32,300.00
6	Construction Survey and Layout	LS	1		\$6,062.00	\$6,062.00	\$6,300.00	\$6,300.00	\$6,500.00	\$6,500.00	\$4,170.00	\$4,170.00
7	Surface Restoration including grading, topsoil, grassing, driveway/surface repair, and any additional work needed to return project to original conditions prior to construction, minimum.	LS	1		\$12,503.00	\$12,503.00	\$22,800.00	\$22,800.00	\$35,000.00	\$35,000.00	\$9,995.00	\$9,995.00
8	12" C900 PVC Watermain, Standard Installation, including imported bedding, full depth.	LF	1832		\$106.00	\$194,192.00	\$94.80	\$173,673.60	\$155.00	\$283,960.00	\$201.00	\$368,232.00
9	12" Fusible C900 PVC Watermain	LS	210		\$147.00	\$30,870.00	\$168.00	\$35,280.00	\$325.00	\$68,250.00	\$749.00	\$157,290.00
10	Bore Installation with 18" Steel encasement	LS	210		\$337.00	\$70,770.00	\$420.00	\$88,200.00	\$220.00	\$46,200.00	\$430.00	\$90,300.00
11	Install 12" Gate Valve	EA	2		\$4,748.00	\$9,496.00	\$5,160.00	\$10,320.00	\$5,850.00	\$11,700.00	\$5,260.00	\$10,520.00
12	Combination Air Release Valve including associated piping, valves, connections, vaults and appurtenances.	EA	1		\$4,613.00	\$4,613.00	\$3,180.00	\$3,180.00	\$7,250.00	\$7,250.00	\$4,750.00	\$4,750.00
13	Install Fire Hydrant Assembly	EA	2		\$10,103.00	\$20,206.00	\$8,640.00	\$17,280.00	\$9,850.00	\$19,700.00	\$10,470.00	\$20,940.00
14	Reconnect Existing Fire Hydrant Assembly	EA	2		\$3,907.00	\$7,814.00	\$4,080.00	\$8,160.00	\$3,800.00	\$7,600.00	\$5,360.00	\$10,720.00
15	Install Tracer Wire Termination Station	EA	5		\$392.00	\$1,960.00	\$570.00	\$2,850.00	\$150.00	\$750.00	\$500.00	\$2,500.00
16	Connect to Existing 12" Watermain	EA	4		\$6,056.00	\$24,224.00	\$5,100.00	\$20,400.00	\$3,500.00	\$14,000.00	\$4,650.00	\$18,600.00
17	Cut/Cap Existing Service Connections to New 12" Watermain including line extension and tapping appurtenances.	EA	2		\$1,600.00	\$3,200.00	\$3,720.00	\$7,440.00	\$5,500.00	\$11,000.00	\$2,425.00	\$4,850.00
18	Remove & Replace Asphalt	LF	41		\$116.00	\$4,756.00	\$96.00	\$3,936.00	\$195.00	\$7,995.00	\$135.00	\$5,535.00
19	Remove & Replace Concrete (plus (1) 40 S.F. Pad)	LF	64		\$136.00	\$8,704.00	\$90.00	\$5,760.00	\$220.00	\$14,080.00	\$165.00	\$10,560.00
20	Remove & Replace Gravel	LF	25		\$53.00	\$1,325.00	\$54.00	\$1,350.00	\$50.00	\$1,250.00	\$55.00	\$1,375.00
<b>TOTAL BASE BID</b>				<b>\$548,518.00</b>	<b>\$454,725.00</b>		<b>\$478,049.60</b>		<b>\$620,235.00</b>		<b>\$822,228.00</b>	

Note: The above outlined itemized list of bid items is intended to include all labors and materials for a complete and operable system as defined by the specifications. Any items not listed specifically listed should be included in the most applicable line item.

Certified as True and Correct

Denotes correction made by engineer

Brandon Wall, P.E.  
Wall Engineering, LLC



04/10/25

**CONSTRUCTION SERVICES AGREEMENT**  
**between**  
**BREWER CONSTRUCTION OKLAHOMA, LLC**  
**And**  
**MIDWEST CITY MUNICIPAL AUTHORITY**  
**And**  
**MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY**

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**THIS CONSTRUCTION SERVICES AGREEMENT** (hereinafter referred to as “**Agreement**”) is entered into by and among the Midwest City Municipal Authority and the Midwest City Economic Development Authority (hereinafter referred to as “**Authority**”), and Brewer Construction Oklahoma, LLC, (hereinafter referred to as “**Service Provider**”) (**Authority**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

**WITNESSETH:**

**WHEREAS**, **Authority** is in need of the following construction services to include furnishing all materials, equipment, and tools; performing all necessary labor; and completing the construction of facilities, including all work appurtenant thereto, to construct 2,042 linear feet of twelve (12) inch PVC potable water line as part of the NE 23rd St Waterline Extension from Spencer Road to Douglas Boulevard; and

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

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

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

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

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

**CONSTRUCTION SERVICES AGREEMENT**  
**between**  
**BREWER CONSTRUCTION OKLAHOMA, LLC**  
**And**  
**MIDWEST CITY MUNICIPAL AUTHORITY**  
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**MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY**

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**1. INDEPENDENT CONTRACTOR STATUS**

Subject to the terms and conditions of this Agreement, the Authority retains the Service Provider as an independent contractor, to provide **Authority** all services, in accordance with the standards exercised by experts in the field, necessary to provide the Authority services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this Agreement. The Authority shall meet with Service Provider to identify service needs on a project by project basis. Service Provider will provide a written proposal for the identified services in accord with the terms and conditions of this Agreement. The Authority may issue a purchase order for the identified services accompanied by Service Provider’s written proposal. Upon issuance of the purchase order, the Service Provider shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the Service Provider will issue an invoice to the Authority and, upon approval of the invoice, the Authority will pay the invoice. Upon completion of each Project and provision to the Authority of all Deliverables for that Project and payment of the invoice for that Project to the Service Provider, the Authority shall own all rights and license for the Deliverables and other work products related to that Project.

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

b) The text of this Agreement together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the Authority and the Service

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Provider with respect to the services, products, solutions and deliverables to be provided by the Service Provider hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement.

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

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

## **2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES**

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

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the

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

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

### **3. CONSIDERATION**

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

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

### **4. INDEPENDENT CONTRACTOR STATUS**

The parties hereby acknowledge and covenant that:

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

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

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

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

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

## **5. TERM, TERMINATION AND STOP WORK**

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect 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.



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

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

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

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



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solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

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

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

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

1. In the event this **Agreement** is terminated for convenience hereunder, the **Authority** shall pay **Service Provider** for such properly documented invoices, if any, in

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accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Authority** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Authority**.

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

## **6. WARRANTIES**

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

B. During the term of this **Agreement**, the **Authority's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Authority**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original

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performance date, the **Authority** shall be entitled to recover, should the **Authority** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Authority**. Should the **Service Provider** fail to reimburse the **Authority** within thirty (30) calendar days of demand, the **Authority** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

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

## **7. INSURANCE**

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

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

C. **Service Provider** shall require any contractor or subcontractor to obtain and

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maintain substantially the same coverage as required of **Service Provider** including the **Authority** as an additional insured as their interest may appear under this **Agreement**.

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

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

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

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

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**8. INDEMNIFICATION**

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

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

**9. CONFIDENTIALITY**

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

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**Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

**10. NOTICES**

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

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

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

\_\_\_\_\_  
Kevin Brewer, President

\_\_\_\_\_  
Brewer Construction Oklahoma, LLC

\_\_\_\_\_  
8301 SW 8<sup>th</sup> Street

\_\_\_\_\_  
Oklahoma City, OK 73128

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

**11. ABIDES BY LAW**

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Authority**, and all laws and regulations of the State of Oklahoma and the United States of

**CONSTRUCTION SERVICES AGREEMENT**  
**between**  
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**And**  
**MIDWEST CITY MUNICIPAL AUTHORITY**  
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America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

**12. ASSIGNMENT AND SUBLEASE**

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

**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.

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**15. MULTIPLE ORIGINALS**

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

**16. ANTI-COLLUSION**

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

**17. BREACH AND DEFAULT**

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

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



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

## **18. THIRD PARTY BENEFICIARIES**

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

## **19. VENUE AND CHOICE OF LAW**

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

## **20. DISPUTE RESOLUTION**

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

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

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

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

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

## **21. VALIDITY**

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

## **22. NO WAIVER**

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

## **23. NO EXTRA WORK**

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Authority** unless such services,

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

**25. EFFECTIVE DATE**

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

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

**Service Provider:** \_\_\_\_\_ Brewer Construction Oklahoma, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**APPROVED** by the Authority and **SIGNED** by the General Manager of Midwest City  
Municipal Authority this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**MIDWEST CITY MUNICIPAL AUTHORITY**

\_\_\_\_\_  
**GENERAL MANAGER**

\_\_\_\_\_  
SARA HANCOCK, SECRETARY

**REVIEWED** for form and legality.

\_\_\_\_\_  
DONALD D. MAISCH, ATTORNEY

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**APPROVED** by the Authority and **SIGNED** by the General Manager of Midwest City Economic Development Authority this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY**

\_\_\_\_\_  
**GENERAL MANAGER**

\_\_\_\_\_  
SARA HANCOCK, SECRETARY

**REVIEWED** for form and legality.

\_\_\_\_\_  
DONALD D. MAISCH, ATTORNEY



PUBLIC DISCUSSION

