MIDWEST CITY

Where the Spirit Flies High

CITY COUNCIL AGENDA

CITY OF MIDWEST CITY MEETINGS FOR August 26, 2025

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

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

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

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

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

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

1. Only residents of the City, and/or identifiable business doing business in or with the City, or where it is required by statute during public hearings may speak during a public meeting, unless by majority vote of the City Council, non-residents may be permitted to comment on agenda items that impact them. To verify this new requirement, speakers must state their name and City residential/business address or provide/present proof of residential/business address to the City Clerk before addressing the elected officials.

2. There will be a 4 (four) minute time restriction on each speaker, which can be extended by a vote of the City Council, only if it benefits and/or clarifies the discussion at hand. The City Clerk, or designee, will be the timekeeper and will notify the chair when time has expired.

3. The Mayor/Chair reserves the right to remove individuals from the audience if they become disorderly. If the Mayor/Chair asks a disruptive individual to leave and the individual refuses to leave, the meeting will be recessed and appropriate law enforcement action will be taken.

4. Agenda items requesting action of the elected officials shall include:
    1. Presentation by City Staff and/or their invited guest speaker;
    2. If a public hearing is required, questions and discussion by and between the elected officials, City Staff, and the public;
    3. Questions and discussion by and between the elected officials and City Staff, invited guest speaker, and/or public during a public hearing; and
    4. Motion and second by the elected officials.
    5. If a motion is to be amended, the one who made the motion may agree and restate the motion with the amendment; however, if the maker of the motion does not agree to the amendment, the motion may be voted on as it stands.
    6. Final discussion and possible action/amended motion by the elected officials.

MIDWEST CITY

Where the Spirit Flies High

CONSENT AGENDA

CITY OF MIDWEST CITY COUNCIL AGENDA

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

August 26, 2025 – 6:00 PM

Presiding members: Mayor Matthew Dukes
Ward 1 Susan Eads
Ward 2 Pat Byrne
Ward 3 Rita Maxwell
Ward 4 Marc Thompson
Ward 5 Sara Bana
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 Cadets
- Mayoral Proclamations:
  - Susan MacQuarrie
  - Roger Frazier
- 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 meeting minutes for July 22, 2025. (City Clerk - S. Hancock)

2. Discussion, consideration and possible action to approve the minutes of the August 12, 2025, special meeting. (City Clerk - S. Hancock)

3. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2025-2026 increase: General Gov't Sales Tax Fund, expenditures/Street (09) $9,000. Grants Fund, revenue/Intergovernmental (06) $254,000; expenditures/Transfers Out (06) $254,000; revenue/Intergovernmental (09) $541,534; expenditures/Transfers Out (09) $541,534; revenue/Intergovernmental (21) $10,757; expenditures/Transfers Out (21) $10,757; revenue/Intergovernmental (24) $117,820; expenditures/Transfers Out (24) $117,820; revenue/Intergovernmental (25) $62,500; expenditures/Transfers Out (25) $62,500; revenue/Intergovernmental (41) $589,496; expenditures/Transfers Out (41) $589,496; revenue/Intergovernmental (42) $175,279; expenditures/Transfers Out (42) $175,279; revenue/Intergovernmental (43) $107,501; expenditures/Transfers Out (43) $107,501; revenue/Intergovernmental (46) $2,130,673; expenditures/Transfers Out (46) $2,130,673; revenue/Intergovernmental (57) $772,150; expenditures/Transfers Out (57) $790,000; revenue/Intergovernmental (61) $346,808; expenditures/Transfers Out (61)

$346,808;revenue/Intergovernmental (62) $153,894; expenditures/Transfers Out (62) $2,753; revenue/Intergovernmental (72) $250,943; expenditures/Transfers Out (72) $250,943. Street Tax Fund, revenue/Transfers In (00) $254,000. MWC Police Department Fund, revenue/Transfers In (62) $2,195; expenditures/MWC Police Department (62) $98,601. Emergency Operations Fund, revenue/Transfers In (21) $10,757. General Government Sales Tax Fund, revenue/Transfers In (09) $541,534; revenue/Transfers In (24) $117,820. Capital Improvements Fund, revenue/Transfers In (00) $790,000. Fleet Services Fund, revenue/Transfers In (00) $62,500. Reimbursed Projects Fund, expenditure/Park & Recreation (06) $10,492; expenditure/Streets (09) $4,495; expenditure/Animal Welfare (10) $7,243; expenditure/Neighborhood Services (15) $27,779; revenue/Intergovernmental (39) $568,430; expenditure/Grants Mgmt (39) $94,441; expenditure/Economic (87) $49,443. Police Impound Fees Fund, revenue/Transfers Out (62) $558. Grants/Housing Activities Fund, revenue/Intergovernmental (37) $67,500; expenditures/Housing (37) $52,500. Comm Dev Block Grant Fund, expenditure/Grants Mgmt (39) $139,002. Disaster Relief Fund, expenditures/Disaster Relief (88) $100,000.(Finance - T. Cromar.)

4. Discussion, consideration and possible action of approving a contract with Arledge & Associates, P.C. to perform the FY 2024-2025 audit of Midwest City' financial statements for the audit fee of $54,200, Single Audit Fee of $7,000 and major programs $5,000 each. (T. Cromar - Finance)

5. Discussion, consideration and possible action approving a contract with the Central Oklahoma Master Conservancy District to establish a rate and allocation for the acquisition of flood waters from Lake Thunderbird, upon request. (Public Works - R. Streets)

6. Discussion, consideration and possible action to authorize the City Manager or his designee to execute all documents necessary pertaining to the acceptance and approval of the Congressionally Directed Spending (“CDS”) U.S. Federal Railroad Administration (“FRA”) Consolidated Rail Infrastructure and Safety Improvements (“CRISI”) Grant for the Midwest City, OK, Industrial Rail Spur Development Project. (Economic Development - R. Coleman)

7. Discussion, consideration, and possible action of approving Change Order #2 for $13,362.00 with Oklahoma Department of Transportation for STP-255B(575)AG, State Job Number 33345(04), Midwest Boulevard resurfacing from SE 29th Street to NE 10thStreet. (Public Works - R. Streets)

8. Discussion, consideration and possible action of appointing Joel Bryant to the newly created Trades’ Advisory Board. (D. Maisch – City Attorney).

9. Discussion, consideration, and possible action of declaring various computer equipment and other miscellaneous items per attached memo as obsolete, defective, or replaced and authorizing their disposal by public auction, sealed bid or other means as necessary. (Information Technology - A. Stephenson)

10. Discussion, consideration, and possible action to declare (4) Chevrolet Caprice' and (1) RAM with their contents as surplus and authorizing disposal by public auction, sealed bid, or other necessary means. (Police Chief - G. Wipfli)

11. Discussion, consideration, and possible action of declaring miscellaneous equipment from the Public Works Department as surplus and authorizing their disposal by sealed bid, public auction or by other means as necessary. (Public Works - R. Paul Streets)

12. Discussion, consideration, and possible action of declaring a SCAG Turf Tiger Zero Turn Riding Mower Fleet ID 07-04-02 as surplus and authorizing disposal by public auction, sealed bid or other means as necessary. (Fire - D. Beabout)

D. DISCUSSION ITEMS.

1. Discussion, consideration, and possible action of adopting, the Collective Bargaining Agreement (CBA) between the City of Midwest City and the International Association of Firefighters (IAFF) Local 2066, as negotiated to be effective from July 1, 2025, through June 30, 2026. (Human Resources - T. Bradley)

2. Discussion, consideration, and possible action of approving a contract with Kimley-Horn and Associates, Inc., in an amount not to exceed $294,800.00, for the development of a Parks & Trails Master Plan for the City of Midwest City. (Parks & Recreation – J. Ryan)

3. Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 40, Taxation; Article III, Hotel Room Tax; Section 40-53, Levied; Section 40-71, Use of Funds; and Providing for Repealer and Severability. (City Manager - T. Lyon)

4. Discussion, consideration and possible action of passing and approving a resolution authorizing the calling and holding a special municipal election in the City of Midwest, City, County of Oklahoma, State of Oklahoma, on Tuesday, November 18, 2025, for the purpose of submitting to the qualified electors of the City of Midwest City, Oklahoma with the question for their approval or rejection of Ordinance No. _____ relating to the levy of a hotel/motel tax. (City Manager - T. Lyon)

5. Discussion, consideration and possible action of issuing a proclamation calling for a special municipal election in the City of Midwest, City, County of Oklahoma, State of Oklahoma, on Tuesday, November 18, 2025, for the purpose of submitting to the qualified electors of the City of Midwest City, Oklahoma with the question for their approval or rejection of Ordinance No. _____ relating to the levy of a hotel/motel tax. (City Manager - T. Lyon)

6. (CA-82) Discussion, consideration, and possible action to consider approval of a Plat Correction Certificate for the Boulder Ridge Estates addition to Midwest City, Oklahoma County, Oklahoma. (Community Development - M. Summers)

7. (PC-2220) Public hearing, discussion, consideration, and possible action to consider approval of the Final Plat of Cypress Village, for the property located at 1120 S. Post Road & 10100 SE 10th Street, Midwest City, Oklahoma. (Community Development - M. Summers)

8. (PC-2222) Public hearing, discussion, consideration, and possible action approving an ordinance to redistrict from C-3 (Community Commercial District) to PUD (Planned Unit Development), for the property described as Lots 1, 2, 3, 24, 25, and 26 of Block 3 of Aviation Acres Addition, Oklahoma County, Oklahoma. (Community Development - M. Summers)

9. (PC-2221) Public hearing, discussion, consideration, and possible action to consider approval of a Special Use Permit (SUP) to allow Eating Establishments: Sit-Down, Alcoholic Beverages Permitted in the C-3 (Community Commercial District) for the property located at 2113 S. Air Depot Blvd, Midwest City, Oklahoma. (Community Development - M. Summers)

10. Public hearing with discussion, consideration, and possible action to approve a resolution declaring the structure(s) located at **10324 SAINT. PATRICK 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. (Neighborhood Services - M. Stroh)

11. Public hearing with discussion, consideration, and possible action to approve a resolution declaring the structure(s) located at **9603 S.E. 4th ST.** a dilapidated building(s) as defined in Midwest City Ordinance "Section" 9-3 and abatement accordingly to the Municipal Code and setting dates to demolish and remove the structure(s) from the site. (Neighborhood Services - M. Stroh)

12. Discussion, consideration, and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention; Article II, In General; Division 1, Generally; Section 15-22, Location of Fire Hydrants; and providing for repealer and severability. (Fire - D. Beabout)

13. Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration; Article II, City Council; Section 2-11, Time of regular meetings of council; and providing for repealer and severability. (D. Maisch – City Attorney).

14. Discussion, consideration, and possible action on an ordinance amending Midwest City municipal code, Chapter 9, Buildings and Building Regulations; Article IX, Tornado Shelters; Section 9-596, Definitions; Section 9-597, Permits Required; Section 9-598, Approval of Plans, Specifications; Section 9-599, Permit Issuance, Fee; Section 9-600, Standards and Specifications; and Section 9-601, Violations; and providing for repealer and severability. (Community Development - M. Summers)

15. Discussion, consideration, and possible action on an ordinance amending Midwest City municipal code, Chapter 9, Buildings and Building Regulations; Article I, In General; Section 9-5, Incorporation by Reference; 9-16 Reserved; and providing for repealer and severability. (Community Development - M. Summers)

16. Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 10, Child Care Centers and Adult Day Care Centers; Article I, In General; Section 10-3, Definitions; Article III, Standards and Requirements; Sections 10-36, Compliance with Codes and 10-39, Minimum Standards; and providing for repealer, severability and an effective date. (D. Maisch – City Attorney).

17. Discussion, consideration, and possible action on an ordinance amending Midwest City municipal code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc.; Article I, In General; Sections 23-1 through 23-22; Article II, Licenses and Permits, Sections 23-23 through 23-42; Article III, Manufactured Homes and Trailer Regulations, Sections 23-43 through 23-73; Article IV, Manufactured Home and Travel Trailer Park, Sections 23-74 through 23-191; Article V, Manufactured Home Subdivisions, Sections 23-192 through 23-198; and providing for repealer and severability. (Community Development - M. Summers)

18. Discussion, consideration, and possible action on an ordinance amending Midwest City municipal code, Chapter 31, Health Care Facilities; Article II, Hospitals and Ambulatory Surgical Care Facilities; Section 31-27, Hospitals; Section 31-28, Ambulatory Surgical Care Facilities; Section 31-29, Cardiac Catheterization Laboratories; Section 31-30, Diagnostic Imaging Center; and providing for repealer and severability. (Community Development - M. Summers)

19. Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors; Article IV, Garage Sales, Yard Sales, Etc.; Section 32-76, Exemption; providing for a repealer and severability. (D. Maisch – City Attorney).

20. Discussion, consideration, and possible action of adopting the annual water meter schedule of fees review as allowed per Midwest City Municipal Code, Chapter 43 Water, Sewer, Sewage Disposal and Stormwater Quality, Article II, Water, Section 18 Installation fees; meter installation, etc. (R. Paul Streets - Public Works)

21. Discussion, consideration, and possible action to approve an ordinance amending the Midwest City Municipal Code, Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article III, Sewers and Sewage Disposal; Division 8, Usage Rates and Charges, Section 43-224, Sewer User Charge; and providing for repealer and severability. (City Clerk - S. Hancock)

22. Discussion, consideration, and possible action of awarding the bid to and approving a contract with H & H Plumbing & Utilities, Inc., for $616,970.00 and 90 Calendar Days for the S.E. 29th Street and Douglas Boulevard Water Line and Sanitary Sewer Improvement project and authorizing the City Manager to execute the contract. (Public Works - R. Streets)

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

F. FURTHER INFORMATION.

1. (PC-2217) Public hearing, discussion, consideration, and possible action on a resolution to amend the Comprehensive Plan from Office/Retail to Commercial; and an ordinance to redistrict from C-3 (Community Commercial District) to PUD (Planned Unit Development), for the property located at 2300 and 2350 S. Midwest Blvd., Midwest City, Oklahoma. (Community Development - M. Summers)

2. Review of the July 1, 2025 Planning Commission Meeting Minutes. (Community Development - M. Summers)

3. FY 2024 - 2025 Annual Report of the Urban Renewal Authority - (R.Coleman - Economic Development)

4. Monthly Residential and Commercial Building report for July 2025 Building Report (Community Development —M. Summers)

5. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager for July 2025. (Human Resources - T. Bradley)

6. Review of the City Manager's Report for the month of July 2025. (Finance - T. Cromar)

G. ADJOURNMENT.

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

Midwest City Council Minutes

July 22, 2025

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

Vice Mayor Pat Byrne called the meeting to order at 6:01 PM with the following members present:

Ward 4 March Thompson	City Manager Tim Lyon
Ward 5 Sara Bana	City Clerk Sara Hancock
Ward 6 Rick Favors	City Attorney Don Maisch

Absent: Ward 1 Susan Eads, Ward 3 Rita Maxwell, Mayor Matt Dukes

OPENING BUSINESS. The Invocation was given by Assistant City Manager Vaughn Sullivan. The Pledge of Allegiance was led by City Clerk Sara Hancock. City Manager Lyon made community-related announcements and comments.

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

1. Discussion, consideration and possible action to approve the minutes of the June 24, 2025 meeting.

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

3. Discussion, consideration and possible action of approving Resolution 2025-18 for the City of Midwest City, Oklahoma to release unappropriated fund balances in the amount of $22,900,777 at the close of day June 30, 2025 to be made available for fiscal year 2025-2026; and amending the budgets for fiscal year 2025-2026 to include the released appropriations from the fiscal year 2024-2025 budgets as supplemental appropriations; and, effective July 1, 2025, renewing encumbrance commitments cancelled at the close of day June 30, 2025.

4. Discussion, consideration, and possible action of awarding the bid to and approving a contract with Wyatt Contracting, Inc., to complete the Meadowood Addition – Channel Reconstruction project in the amount of $451,451.00 and authorizing the City Manager to execute the contract.

5. Discussion, consideration and possible action regarding Resolution 2025-19 to renew the Projects Agreement required by the Tax Apportionment Refunding bonds, Taxable Series 2018 for FY 2025-2026.

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

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

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

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

10. Discussion, consideration and possible action of approving the re-appointment of Scott Young to the Traffic and Safety Commission for Ward 4 for a three-year term ending on July 31, 2028.

11. Discussion, consideration and possible action approving Resolution 2025-20 to renew the Sales Tax Agreement required for Capital Improvement Refunding Revenue Bonds, Series 2019 for FY 2025-2026.

12. Discussion, consideration, and possible action to approve Ordinance 3598, to close for public use, an Easement recorded in the Oklahoma County Clerk office and lying in the Southwest Quarter (SW/4) of Section 1, Township 11 North Range 2 West, of the Indian Meridian, Oklahoma County, Oklahoma, 9205 SE 15th St.

13. Discussion, consideration and possible action of appointing J.W. Speaks to the Tree Board for a term of three (3) years.

14. Discussion, consideration, and possible action of declaring various computer equipment and other miscellaneous items per attached memo as obsolete, defective, or replaced and authorizing their disposal by public auction, sealed bid or other means as necessary.

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

DISCUSSION ITEMS.

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

Summers and applicant, Jeff Johnson of NE 3rd of OKC, addressed the council. Thompson asked questions. After discussion, Favors made a motion to approve the minor plat, seconded by Bana. Voting Aye: Byrne, Thompson, Bana and Favors. Nay: None. Absent: Eads, Maxwell, and Mayor Dukes. Motion Carried.

2. **Discussion, consideration and possible action of approving a Resolution readopting the Citizens' Advisory Committee on Housing and Community Development and appointment and reappointment of certain members of the Committee**.

Maisch and Craft addressed the council. Thompson and Bana asked questions. After discussion, Thompson made a motion to approve Resolution 2025-21 with amending the Sunset provision to June 30, 2030, seconded by Bana. Voting Aye: Byrne, Thompson, Bana and Favors. Nay: None. Absent: Eads, Maxwell, and Mayor Dukes. Motion Carried.

3. **Discussion, consideration, and possible action of approving an agreement with Flock Group Inc. to support the development of the Real Time Information Center for FY 25-26 in the amount of $455,672.51.**

Wipfli, Lyon, Beabout, and Maisch addressed the council. Bana, Thompson, Byrne and Favors asked questions. After discussion, Favors made a motion to approve the agreement, seconded by Thompson. Voting Aye: Byrne, Thompson, Bana and Favors. Nay: None. Absent: Eads, Maxwell, and Mayor Dukes. Motion Carried.

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

Sullivan, Beabout, Lyon, and Maisch addressed the Council. Thompson, Bana, Favors, and Byrne asked questions. After discussion, Favors made a motion approve agreement and task orders, seconded by Thompson. Voting Aye: Byrne, Thompson, Bana and Favors. Nay: None. Absent: Eads, Maxwell, and Mayor Dukes. Motion Carried.

5. **Discussion, consideration, and possible action of approving a resolution stating the official position of the City of Midwest City to oppose the determination of the Oklahoma Department of Public Safety to not patrol State Highways in metropolitan areas.**

Maisch, Wipfli and Glenn Goldschlager of 1409 Evergreen Cir. addressed the council. Bana, Thompson, and Byrne asked questions. After discussion, Favors made a motion to approve Resolution 2025-22 with amending to add language, if city required, legislature or OHP will provide funding for staff and equipment for unfunded mandate, seconded by Bana. Voting Aye: Byrne, Thompson, Bana and Favors. Nay: None. Absent: Eads, Maxwell, and Mayor Dukes. Motion Carried.

*At 6:44 PM Council recessed and returned at 6:48 PM.

6. **Public hearing with discussion, consideration and possible action of an appeal filed by the owner of the property located at 8533 NE 15th Street for the notice and order to abate Tall Grass & Weeds.** No Action Needed.

7. **(PC-2218) Public hearing, discussion, consideration, and possible action on an ordinance to abandon the Planned Unit Development ("PUD") and nullify the PUD Master Plan and rezone to the underlying Medium Density Residential District ("RMD") under Section 7.3.4. (A) of Appendix A of the Midwest City Municipal Code, for the property located at 2222 N. Douglas Blvd., Midwest City, Oklahoma.**

Summers, Maisch, Gina Johnson of 9013 NE 19th St, and Beverly Tedesco of 9011 NE 19th St addressed the Council. Bana, Thompson, and Byrne asked questions. After discussion, Bana made a motion to deny the Ordinance, seconded by Thompson. Voting Aye: Thompson and Bana. Nay: Byrne and Favors. Absent: Eads, Maxwell, and Mayor Dukes. Motion Failed.

Favors made a motion to approve Ordinance 3599, seconded by Thompson. Voting Aye: Thompson, Favors, and Bryne. Nay: Bana. Absent: Eads, Maxwell, and Mayor Dukes. Motion Carried.

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

Summers, Evenson, Thomas Gero of 767 Glenhaven Villas Ct., and Mary Hill of 3625 N Ridgewood, addressed the Council. Thompson and Favors asked questions. After discussion, Thompson made a motion to approve the minor plat, seconded by Bana. Voting Aye: Byrne, Thompson, Bana and Favors. Nay: None. Absent: Eads, Maxwell, and Mayor Dukes. Motion Carried.

NEW BUSINESS/PUBLIC DISCUSSION.

Dixie Kellog of 813 E Bouse Dr, Derek Miller of 217 Remington and Kyle Boyer of 10908 Turtlewood addressed concerns at the Dog Park.

W.T. Farrow of 2508 Coachlight Apartment C introduced himself to Council and public.

FURTHER INFORMATION.

1. Review of the resolution of the issues concerning Hilltop Mobile Home Park.
   Byrne, Thompson and Bana conversed about the item.

2. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager for June 2025.

3. Review of the June 3, 2025 Planning Commission Meeting Minutes.

4. Monthly Residential and Commercial Building report for June 2025 Building Report

5. Review of the City Manager's Report for the month of June 2025.

ADJOURNMENT.

There being no further business, Vice Mayor Byrne adjourned the meeting at 7:59 PM.

ATTEST:

_____
PAT BYRNE, Vice Mayor

_____
SARA HANCOCK, City Clerk

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

Midwest City Council Minutes

August 12, 2025

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

Mayor Matt Dukes called the meeting to order at 5:01 PM with the following members present:

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

Absent: Ward 1 Susan Eads

OPENING BUSINESS. The Invocation and Pledge of Allegiance was led by Mayor Matt Dukes.

DISCUSSION ITEMS.

1. **Discussion, consideration, and possible action approving a programming resolution for possible inclusion into the Community Economic Resiliency Initiative (CERI) planning demonstration site program for a project to study the NE 23rd St. corridor.**

Summers addressed Council. After Staff and Council discussion, Byrne made a motion to approve the Resolution 2025-23, seconded by Favors. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Absent: Eads. Motion Carried.

2. **Discussion and presentation by Freese and Nichols, Inc. on the findings of the study of the City's sanitary sewer system and lift station infrastructure.**

Streets, Evenson, and Lyon addressed the Council. Freese and Nichols representatives, Jennifer Wasinger, Cullen Carson and Clay Herndon were present. Carson and Herndon presented information and answered questions. Council, staff and Freese and Nichols had discussions.

*T. Lyon left at 5:30 PM and returned at 5:35 PM.
**Thompson left at 5:54 PM and returned at 5:55 PM.
***Favors left at 6:14 PM and returned at 6:17 PM.

PUBLIC DISCUSSION. There was no Public Discussion.

ADJOURNMENT.

There being no further business, Mayor Dukes adjourned the meeting at 6:25 PM.

ATTEST:

_____
MATTHEW D. DUKES II, Mayor

_____
SARA HANCOCK, City Clerk

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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: August 26, 2025

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2025-2026 increase: General Gov't Sales Tax Fund, expenditures/Street (09) $9,000. Grants Fund, revenue/Intergovernmental (06) $254,000; expenditures/Transfers Out (06) $254,000; revenue/Intergovernmental (09) $541,534; expenditures/Transfers Out (09) $541,534; revenue/Intergovernmental (21) $10,757; expenditures/Transfers Out (21) $10,757; revenue/Intergovernmental (24) $117,820; expenditures/Transfers Out (24) $117,820; revenue/Intergovernmental (25) $62,500; expenditures/Transfers Out (25) $62,500; revenue/Intergovernmental (41) $589,496; expenditures/Transfers Out (41) $589,496; revenue/Intergovernmental (42) $175,279; expenditures/Transfers Out (42) $175,279; revenue/Intergovernmental (43) $107,501; expenditures/Transfers Out (43) $107,501; revenue/Intergovernmental (46) $2,130,673; expenditures/Transfers Out (46) $2,130,673; revenue/Intergovernmental (57) $772,150; expenditures/Transfers Out (57) $790,000; revenue/Intergovernmental (61) $346,808; expenditures/Transfers Out (61) $346,808; revenue/Intergovernmental (62) $153,894; expenditures/Transfers Out (62) $2,753; revenue/Intergovernmental (72) $250,943; expenditures/Transfers Out (72) $250,943. Street Tax Fund, revenue/Transfers In (00) $254,000. MWC Police Department Fund, revenue/Transfers In (62) $2,195; expenditures/MWC Police Department (62) $98,601. Emergency Operations Fund, revenue/Transfers In (21) $10,757. General Government Sales Tax Fund, revenue/Transfers In (09) $541,534; revenue/Transfers In (24) $117,820. Capital Improvements Fund, revenue/Transfers In (00) $790,000. Fleet Services Fund, revenue/Transfers In (00) $62,500. Reimbursed Projects Fund, expenditure/Park & Recreation (06) $10,492; expenditure/Streets (09) $4,495; expenditure/Animal Welfare (10) $7,243; expenditure/Neighborhood Services (15) $27,779; revenue/Intergovernmental (39) $568,430; expenditure/Grants Mgmt (39) $94,441; expenditure/Economic (87) $49,443. Police Impound Fees Fund, revenue/Transfers Out (62) $558. Grants/Housing Activities Fund, revenue/Intergovernmental (37) $67,500; expenditures/Housing (37) $52,500. Comm Dev Block Grant Fund, expenditure/Grants Mgmt (39) $139,002. Disaster Relief Fund, expenditures/Disaster Relief (88) $100,000.

The first through the thirty-sixth supplements are needed as part of the roll forward of the remaining balances in Grant Fund 143 from fiscal year 2024-2025 to current fiscal year. The twenty-seventh supplement is needed to budget the purchase of a Street Division HVAC

replacement. The thirty-eighth through thirty-fifth supplements are needed as part of the roll forward of the remaining balances in Grant Fund 143 from fiscal year 2024-2025 to current fiscal year. The thirty-sixth through forty-second supplements are to roll forward the remaining balances in Reimbursed Projects Fund 016 from fiscal year 2024-2025 to current fiscal year. The forty-third supplement is needed as part of the roll forward of the remaining balances in Grant Fund 143 from fiscal year 2024-2025 to current fiscal year. The forty-forth and forty-fifth supplements are needed to roll forward the remaining budget in the Homebuyer Assistance Grant from FY 2024-2025 to current fiscal year. The forty-sixth supplement is needed to roll forward remaining CDBG budget from fiscal year 2024-2025 to current fiscal year and to increase the budget for current year CDBG Grant to actual amount of award over original estimate. The forty-seventh supplement is needed to budget for emergency replacement of discontinued radios and interface boards for storm sirens.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

August 26, 2025

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
6	Intergovernmental	254,000			
6	Transfers Out			254,000	
9	Intergovernmental	541,534			
9	Transfers Out			541,534	
21	Intergovernmental	10,757			
21	Transfers Out			10,757	
24	Intergovernmental	117,820			
24	Transfers Out			117,820	
25	Intergovernmental	62,500			
25	Transfers Out			62,500	
41	Intergovernmental	589,496			
41	Transfers Out			589,496	
42	Intergovernmental	175,279			
42	Transfers Out			175,279	
43	Intergovernmental	107,501			
43	Transfers Out			107,501	
46	Intergovernmental	2,130,673			
46	Transfers Out			2,130,673	
57	Intergovernmental	772,150			
57	Transfers Out			790,000	
61	Intergovernmental	346,808			
61	Transfers Out			346,808	
62	Intergovernmental	153,894			
62	Transfers Out			2,753	
72	Intergovernmental	250,943			
72	Transfers Out			250,943	
		5,513,355	0	5,380,064	0

Explanation:
To roll forward remaining fiscal year 2024-2025 balances in Grants Fund 143 to current fiscal year.

SUPPLEMENTS

August 26, 2025

Fund GENERAL GOV'T SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
09	STREET			9,000	
		0	0	9,000	0

Explanation:
To increase budget to purchase a new HVAC for the Street Department breakroom. Funding to come from fund balance.

Fund STREET TAX (065)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
0	Transfers In	254,000			
		254,000	0	0	0

Explanation:
To roll forward remaining fiscal year 2024-2025 balances in Grants Fund 143 to current fiscal year.

Fund MWC POLICE DEPT (020)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
62	Transfers In	2,195			
62	MWC Police Department			98,601	
		2,195	0	98,601	0

Explanation:
To roll forward remaining fiscal year 2024-2025 balances in Grants Fund 143 to current fiscal year.

SUPPLEMENTS

August 26, 2025

Fund EMERGENCY OPERATIONS (070)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
21	Transfers In	10,757			
		10,757	0	0	0

Explanation:
To roll forward remaining fiscal year 2024-2025 balances in Grants Fund 143 to current fiscal year.

Fund GENERAL GOV'T SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
9	Transfers In	541,534			
24	Transfers In	117,820			
		659,354	0	0	0

Explanation:
To roll forward remaining fiscal year 2024-2025 balances in Grants Fund 143 to current fiscal year.

Fund CAPITAL IMPROVEMENTS (157)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
0	Transfers In	790,000			
		790,000	0	0	0

Explanation:
To roll forward remaining fiscal year 2024-2025 balances in Grants Fund 143 to current fiscal year.

SUPPLEMENTS

August 26, 2025

Fund FLEET SERVICES (080)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
0	Transfers In	62,500			
		62,500	0	0	0

Explanation:
To roll forward remaining fiscal year 2024-2025 balances in Grants Fund 143 to current fiscal year.

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
6	Park & Recreation			10,492	
9	Streets			4,495	
10	Animal Welfare			7,243	
15	Neighborhood Services			27,779	
39	Intergovernmental	568,430			
39	Grants Mgmt			94,441	
87	Economic			49,443	
		568,430	0	193,893	0

Explanation:
To roll forward remaining budget in Reimbursed Projects Fund from fiscal year 2024-2025 to current fiscal year and budget associated transfer in in CDBG Fund. Funding to come from fund balance.

SUPPLEMENTS

August 26, 2025

Fund POLICE IMPOUND FEES (037)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
62	Transfers Out	558			
		558	0	0	0

Explanation:
To roll forward remaining fiscal year 2024-2025 balances in Grants Fund 143 to current fiscal year.

Fund GRANTS/HOUSING ACITIVITIES (142)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
37	Intergovernmental (372301)	67,500			
37	Housing (372301)			52,500	
		67,500	0	52,500	0

Explanation:
To roll forward remaining budget in Homebuyer Assistance Grant from fiscal year 2024-2025 to current fiscal year.

Fund COMM DEV BLOCK GRANT (141)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
39	Grants Management			139,002	
		0	0	139,002	0

Explanation:
To roll forward remaining CDBG budget from fiscal year 2024-2025 to current fiscal year and increase budget for current year CDBG Grant to actual amount of award over original estimate. Funding to come from fund balance.

Fund DISASTER RELIEF (310)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
88	DISASTER RELIEF			100,000	
		0	0	100,000	0

Explanation:
To budget for emergency replacement of discontinued radios and interface boards for storm sirens.
Funding to come from fund balance.

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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: August 26, 2025

SUBJECT: Discussion, consideration and possible action of approving a contract with Arledge & Associates, P.C. to perform the FY 2024-2025 audit of Midwest City's financial statements for the audit fee of $54,200, Single Audit Fee of $7,000 and major programs $5,000 each.

Per Article IV, Sec. 7 of the City Charter, the council shall designate a qualified public accountant or accountants who shall make an independent annual audit. Based upon Arledge & Associates credentials and thoroughness witnessed last audit year, it would be prudent to contract with them to perform the Midwest City audit for Fiscal Year 2024-2025 with the financial statements audit fee of $54,200, Single Audit $7,000 and any major programs $5,000 each.

Arledge's credentials and information can be found at www.Arledge.CPA/team. Jake Winkler, CPA/Partner and/or LaDonna Sinning, CPA, CFE/Partner, both would be overseeing the Midwest City audit.

Tiatia Cromar
Finance Director

Arledge
certified public accountants

FY-2025 AUDIT ENGAGEMENT LETTER

July 10, 2025

To the Honorable Mayor and Members of the City Council

We are pleased to confirm our understanding of the services we are to provide for City of Midwest City, Oklahoma (the "City") for the year ended June 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City as of and for the year ended June 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis
2) Budgetary Comparison Schedules – General Fund, Police and Fire Funds
3) Other Post-Employment Benefits Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditor's report on the financial statements:

1) Combining Schedules
2) Schedule of Debt Coverage; and
3) Schedule of Expenditures of Federal Awards

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1) Statistical Tables

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or

special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

> According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards* and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of our those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs, compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations,

contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on June 30, 2025.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Mayor and City Council of the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Arledge & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be

made available upon request and in a timely manner to oversight agent or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Arledge & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State Auditor and Inspector. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jake Winkler, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be $54,200. Additionally, if a Single Audit is required under Uniform Guidance, an additional fee of $7,000 will be charged for the first major program and $5,000 for each additional program. This fixed price includes an electronic pdf copy of the report for distribution to your board members and others and 1 bound copy. Additional bound copies are available for $.50 per page. This fee includes our miscellaneous charges, such as travel and meals. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Because our Engagement Letter provides ongoing access to the accounting and business advice you need on a fixed-price basis, you are not inhibited from seeking timely advice from us. While the fixed price entitles you to unlimited consultation with us, if your questions or issues require additional research and analysis beyond consultation, that work will be subject to an additional price negotiation before the service is to be performed, an Addendum to the Engagement Letter will be issued before delivery of the additional service is to be performed, with payment terms agreed to in advance. By virtue of signing this document, you have indicated that your reporting entity has been appropriately defined, all trial balances will be reasonably adjusted, your key accounts will be reconciled, unusual transactions, significant financial estimates and disclosures have been communicated to us prior to the date at the top of this letter. Also, you have indicated that the entity has competent personnel in key financial positions and there has been no turnover in the accounting/finance department. If we find that the facts are different for any of the preceding assumptions, we will negotiate an Addendum to the Engagement Letter and negotiate a new engagement fee before we issue our final report.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees, which will be charged at standard hourly rates. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Reporting

We will issue written reports upon completion of our audit of the City's financial statements and Single Audit. Our reports will be addressed to the Mayor and City Council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming

an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue reports, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

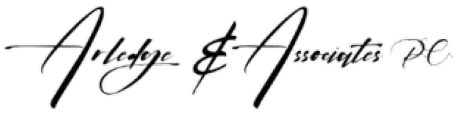
Cost of Consequential Damages

Any liability of Arledge & Associates, P.C. and its personnel to the City is limited to the amount of the annual fee the City paid for this audit engagement as liquidated damages.

The City agrees that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if both Arledge & Associates, P.C. and the City agree to be bound. Arledge & Associates, P.C. and the City will share any cost of mediation equally.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Sincerely,



Arledge & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Midwest City, Oklahoma.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____

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

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: August 26, 2025

Subject: Discussion, consideration, and possible action of approving a contract with the Central Oklahoma Master Conservancy District to establish a rate and allocation for the acquisition of flood waters from Lake Thunderbird, upon request.

The Central Oklahoma Master Conservancy District (COMCD) has negotiated an agreement with the United States Bureau of Reclamation for the acquisition and use of flood waters from Lake Thunderbird at a reduced rate, from the current negotiated rate. The COMCD has made available the flood waters to Midwest City (as well as Norman and Del City) at the same allocation as currently authorized. Flood water has been defined at water above the 1,039.0 foot lake level. The flood waters are provided only upon request of the City.

The COMCD has negotiated this contract with the City of Midwest City. The COMCD has also negotiated a contract with the City of Norman and the City of Del City that contains the same terms and conditions as this Midwest City contract.

This contract includes an administrative fee and a maintenance fee to be assessed only if the City requests the use of the flood waters. The COMCD approved and signed this contract at its last regularly scheduled meeting on August 7, 2025.

Action is at the discretion of the Council.

Respectfully,

R. Paul Streets
Public Works Director

CONTRACT
by and among the
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
the
CITY OF MIDWEST CITY, OKLAHOMA
and the
MIDWEST CITY MUNICIPAL AUTHORITY
FOR A CITY OF MIDWEST CITY
TEMPORARY WATER SUPPLY

AGREEMENT TO SUPPLY TEMPORARY WATER

1. This is a Contract between the Central Oklahoma Master Conservancy District ("District") and the City of Midwest City and Midwest City Municipal Authority ("Midwest City") for a City of Midwest City Temporary Water Supply.

2. The District agrees to deliver a supply of Temporary Water to Midwest City in consideration of the City's and Municipal Authority's execution of and compliance with the terms of this Contract. The obligation of the District to supply Temporary Water to Midwest City shall arise during such time that Temporary Water is available under the terms of this Contract.

THE SUPPLY AND AVAILABILITY OF TEMPORARY WATER

3. The District has entered into a contract (No. 259E640058) with the United States, acting by and through the Secretary of the Interior, Bureau of Reclamation, to acquire the contractual right to receive delivery of Temporary Water. The contract between the District and the United States is attached to this Contract as Exhibit 1. Midwest City is a Participating Municipality as defined in that contract. The terms of that contract applicable to a Participating Municipality are incorporated in this Contract.

4. Temporary Water is defined in that contract as a supply of water made possible when infrequent and otherwise unmanageable flood flows of short duration create a temporary supply of water not storable for Norman Project water supply purposes. Temporary water is available only when the reservoir water surface elevation for Lake Thunderbird is above elevation 1039.0, the top of the conservation storage pool. This definition is adopted as the definition of Temporary Water in this Contract.

5. The District is required to comply with the provisions of contract No. 259E640058 between the District and the United States. Therefore, Temporary Water shall only be available whenever the District is reasonably able to comply with the terms of that contract. The obligation of the District to supply Temporary Water shall be in accordance with and limited by the terms of that contract.

6. The District has obtained a Term Permit No. 2022-013 from the Oklahoma Water Resources Board (OWRB) for the right to take and use such water pursuant to statutes beginning at Title 82 Okla. Stat. Section 105.1 and following and the rules of the OWRB applicable to the right to use surface water in Oklahoma. Therefore, Temporary Water shall be considered available only as authorized by the conditions of the Term Permit and during such time as the permit is in force and in accordance with its lawful provisions and requirements. The District will provide Midwest City with a copy of the Term Permit.

DELIVERY OF TEMPORARY WATER

7. Midwest City is not required to take any Temporary Water unless and until Midwest City requests the District to supply it with Temporary Water. Temporary Water shall only be considered to be available whenever Midwest City requests the District to deliver Temporary Water to Midwest City in accordance with the terms of this Contract, and when Temporary Water is otherwise available under the terms of this Contract and contract No. 259E640058.

8. Midwest City shall request delivery of Temporary Water from the District by notifying the District by email communication.

9. As soon as reasonably possible after Midwest City requests the District to supply Midwest City with Temporary Water in accordance with the provisions of this Contract, the District will deliver the water requested by Midwest City to the extent such Temporary Water is available as determined by the District. The delivery point shall be as provided in the 1961 Contract for a City of Midwest City Water Supply and its subsequent amendments and renewals.

PAYMENT FOR TEMPORARY WATER

10. The District is required to pay the United States for the amount of Temporary Water delivered that is in excess of Midwest City's water supply allocation of 40.4 percent of Municipal Water use from Lake Thunderbird in any one year. The District's payment to the United States is required by no later than December 31 of the year following the Water Year in which Temporary Water under contract No. 259E640058 was delivered to Midwest City. Therefore, by December 1 following the Water Year in which the District delivers Temporary Water to Midwest City, the District will invoice Midwest City for payment for such water as described in paragraph 12 of this Contract.

11. Midwest City will pay the District pursuant to the invoice within 30 days of receipt of the invoice.

12. The price for Temporary Water to be paid to the District by Midwest City shall be based upon the same rates and charges as for those specified in contract No. 259E640058

for payment the District to the United States for delivery of Temporary Water, plus a surcharge of twenty-five percent (25%) of the amount to be paid by the District to the United States. Midwest City shall also reimburse the District for actual electricity costs incurred by the District in delivering the supply of water under this temporary water supply contract. Midwest City shall also pay to the District any administrative fees, interest assessments, and penalties that the District shall owe to the United States to the extent such fees, assessments, or penalties arise from any breach of this Contract by Midwest City.

NOTICES

13. Notices to the District and the City of Midwest City and the Midwest City Municipal Authority shall be effective when actually received by the noticed party. Notices shall be sent to the following or future successors in the same positions:

To the District:

Kyle Arthur, General Manager
12500 Alameda Drive
Norman, Oklahoma 73026

or by e-mail to karthur@comcd.net

To the City of Midwest City and the Midwest City Municipal Authority:

R. Paul Streets, Public Works Director
8730 SE 15th Street
Midwest City, OK 73110

or by e-mail to pstreets@midwestcityok.org
[email address]

[REMAINDER OF PAGE LEFT BLANK]

AGREED this _____ day of _____, 2025.

CITY OF MIDWEST CITY

Attest:

_____ _____

MIDWEST CITY MUNICIPAL AUTHORITY

Attest:

_____ _____

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

_____
Amanda Nairn, President

Central Oklahoma Master Conservancy District • OKLAHOMA • DISTRICT SEAL

EXHIBIT 1

Contract No. 259E640058

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Norman Project, Oklahoma

WATER SERVICE CONTRACT FOR DELIVERY OF TEMPORARY WATER BETWEEN THE UNITED STATES AND THE CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Norman Project, Oklahoma

WATER SERVICE CONTRACT FOR DELIVERY OF TEMPORARY WATER BETWEEN THE UNITED STATES AND THE CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

PREAMBLE

THIS CONTRACT, executed on the date identified in the Contracting Officer's digital signature, and effective October 1, 2025, pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto particularly, but not limited to Subsection 9(c) of the Act of August 4, 1939 (53 Stat. 1187, 1194), as amended and supplemented, and the Act of June 27, 1960, (Pub. L. 86-529, 74 Stat. 225) as amended by the Lake Thunderbird Efficient Use Act of 2012 (Pub. L. 112-244, 126 Stat. 2383) all collectively known as the Federal Reclamation laws, between the UNITED STATES OF AMERICA, hereinafter called the "United States," represented by the Contracting Officer executing this Contract, and the CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT, a master conservancy district duly created and existing under the laws of the State of Oklahoma with its principal place of business in Norman, Oklahoma, hereinafter referred to as the "District." The United States and the District are sometimes referred to individually as the "Party" and collectively as the "Parties."

WITNESSETH, THAT:

EXPLANATORY RECITALS

The following statements are made in explanation:

a. WHEREAS, the Act of June 27, 1960, (Pub. L. 86-529, 74 Stat. 225), authorized the Secretary of the Interior to construct, operate, maintain, and replace (OM&R) the Norman Project in Oklahoma, hereinafter referred to as the "Project", for the purposes of storing, regulating, and furnishing water for municipal, domestic, and industrial uses, flood control and incidental uses to the foregoing including conservation and development of fish and wildlife and enhancing recreational opportunities; and

b. WHEREAS, pursuant to the Act of June 27, 1960 (Pub. L. 86-529, 74 Stat 225), the United States and the District executed Contract No. 14-06-500-590 on September 5, 1961, as amended, covering the terms and conditions of construction, OM&R, and the repayment of the reimbursable costs of the Project allocated to municipal and industrial (M&I) use; and

c. WHEREAS, the District and the United States entered into Contract No. 169E640075 on February 14, 2017, which was renewed by Contract No. 219E640007 on June 23, 2021; and

d. WHEREAS, the District has requested renewal of Contract No. 219E640007, which is set to expire on September 30, 2025; and

e. WHEREAS, the United States has determined that during any given year, there may be periods of time during which infrequent and otherwise unmanaged flood flows of short duration may create a temporary supply of water which could be made available to the District for delivery to Participating Municipalities for M&I use; and

f. WHEREAS, the District will obtain a Temporary Water permit from the Oklahoma Water Resources Board for the use of temporary, unmanaged flood water for the water supply purposes by the District; and

g. WHEREAS the United States agrees to enter into this Contract to provide Temporary Water pursuant to the applicable Federal laws, rules, and regulations, and state laws.

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is agreed by the Parties hereto as follows:

1. GENERAL DEFINITIONS

The definitions of terms used in this Contract apply only to this Contract and are not definitions for any other contract or agreement. Where used in this Contract, unless otherwise distinctly expressed or manifestly incompatible with the intent hereof, the term:

a. "Contract" shall mean this Contract No. 259E640058, including the Preamble, Explanatory Recitals, all Articles, and Exhibits herein.

b. "Contracting Officer" shall mean the Secretary of the United States Department of the Interior or the Secretary's duly authorized representative. Unless stated otherwise, the Contracting Officer shall be deemed to be the Secretary's authorized representative.

c. "Municipal and Industrial" (M&I) use shall mean all purposes other than the use of Project Water to irrigate land primarily for the production of commercial agricultural crops or livestock, and domestic purposes that are incidental thereto.

d. "Operation, Maintenance, and Replacement" or "OM&R" shall mean those activities and actions necessary to ensure the continued structural integrity and operational reliability of Project features, including major nonrecurring maintenance on a Project facility that is intended to ensure the continued safe, dependable, and reliable delivery of authorized Project benefits.

e. "Participating Municipality" shall mean and refer to any city which is a member of the District and is contracting for Project Water, its representatives, trustees, or other proper entities.

f. "Project" shall mean the Norman Project, Oklahoma, which was authorized by the Act of June 27, 1960, Public Law 86-529, 74 Stat. 225, as amended by Public Law 94-415.

g. "Project Water Supply" or "Project Water" shall mean and include all surface or ground water, including seepage and return flows, that is developed, pumped, or diverted into the Project based on the water rights that have or will be acquired by the District including but not limited to the Temporary Water, as defined herein.

h. "Project Works" shall mean all Project facilities which are necessary to deliver the Temporary Water under the terms of this Contract.

i. "Point of Delivery" shall mean the Lake Thunderbird Reservoir Pumping Plant.

j. "Temporary Water" shall mean a supply of water made possible when infrequent and otherwise unmanageable flood flows of short duration create a temporary supply of water. Temporary water is available only when the reservoir water surface elevation for Lake Thunderbird is above the elevation of 1,039.0 feet, the top of the conservation storage pool.

k. "Water Year" shall mean the 12-month period of time beginning on October 1 each year and ending on September 30 of the following year.

2. EFFECTIVE DATE AND CONTRACT TERM

This Contract shall become effective on October 1, 2025. The term of this Contract shall extend for a period of 5 (five) years, ending on September 30, 2030, unless otherwise terminated under the provisions hereof. This Contract may be renewed upon written request submitted by the District to the United States. The written request should be submitted by the District to the United States 1 (one) year prior to the expiration of this Contract. Such renewal shall be upon terms and conditions as may be mutually agreeable between the United States and the District based upon Federal Reclamation laws and policy in effect at that time.

3. WATER TO BE MADE AVAILABLE, POINT OF DELIVERY, MEASUREMENT AND RESPONSIBILITY FOR DELIVERY OF WATER

a. Water to be delivered to the District pursuant to this Contract shall be delivered at the Lake Thunderbird Reservoir Pumping Plant. The District shall divert and measure the District's Project Water Supply at the Point of Delivery.

b. Subject to the terms and conditions hereinafter stated, the District may deliver up to 10,000 acre-feet (AF) of Temporary Water per Water Year for M&I use, if and when it is available, to the Participating Municipalities. Temporary Water deliveries shall be terminated when the reservoir water surface elevation is at or below the elevation of 1,039.0 feet. This Contract does not provide the District with any rights, express or implied, to store water in the flood pool or surcharge pool of Lake Thunderbird.

c. The District shall maintain records showing the actual quantity of Temporary Water delivered to the Participating Municipalities each Water Year. The District shall report the

actual quantity of Temporary Water delivered during the Water Year to the United States within 30 days of the end of the Water Year (i.e., on or before October 30).

d. All Temporary Water delivered pursuant to this Contract shall be measured and recorded with equipment furnished, installed, and OM&R'd by the District at the Point of Delivery. The United States may investigate the accuracy of such measurements and direct the District to take any necessary steps to adjust any errors appearing therein. The United States shall not be responsible for the OM&R of facilities and equipment owned and operated by the District for use in conveyance of Temporary Water under this Contract.

e. The United States shall not be responsible for the control, carriage, handling, use, disposal, or distribution of water furnished to the District hereunder beyond the Point of Delivery, and the District shall hold the United States harmless on account of damage or claim of any nature whatsoever, including property damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water beyond said Point of Delivery.

f. This Contract shall not entitle the District to any right, title, or interest in the Project other than explicitly provided for herein.

4. DISTRICT PAYMENT AND OM&R OBLIGATIONS

a. The District will pay the United States annually a water service charge for each AF of Temporary Water conveyed to the Point of Delivery. Payment for the use of Temporary Water shall be based on the amount of Temporary Water delivered when such deliveries are in excess of a Participating Municipality's regular water supply allocation. Initially this water service charge shall be in the amount of $26.43 per AF for the Temporary Water conveyed in the Water Year beginning October 1, 2025. The District will pay by December 31 of each year, or 30 days after the bill is issued if the bill is not issued by December 1, for the Temporary Water conveyed the previous Water Year, if any. Each subsequent year's per AF water service charge will be increased on an annual basis at the rate of 2.84 percent. The annual rate increase is based on the 10-year (2015-2024) average of the Consumer Price Index for All Urban Consumers (CPI-U). The rate schedule is provided herein as Exhibit A.

b. The water service payment shall be credited to the Project within the Reclamation Fund. If the reimbursable Project costs are fully repaid, the monies received from the water service payment will be treated as statutory credits to the Project.

c. The OM&R of the Project Works, and responsibility for funding the costs of such OM&R, has already been transferred to the District under Contract No. 14-06-500-590 between the United States and the District, which establishes that the District is responsible for 100 percent of the OM&R costs.

d. All OM&R of the Project Works required for delivery of Temporary Water, and responsibility for funding the costs of such OM&R, will be the responsibility of the District.

5. TERMINATION OF THE CONTRACT

a. Upon failure of the District to perform any of the obligations under this Contract, the Contracting Officer may give notice to the District in writing of the nature of the default and require the District to correct the failure or noncompliance within a period specified in such notice, but not more than 60 days. Upon the District's failure to do so, the Contracting Officer may elect to terminate this Contract or may withhold the delivery of water at his/her sole election. Such termination shall not be construed as preventing the Contracting Officer from asserting any other remedies available to him/her resulting from the District's actions.

b. The District shall have the right to terminate this Contract in the event there is no further need of the water service provided herein. Notice of intent by the District to terminate this Contract shall be provided in writing to the Contracting Officer at least 60 days prior to the termination date proposed. *Provided,* that termination under this provision shall become effective no sooner than on the succeeding anniversary date of this Contract following such written notice.

c. Termination of this Contract for any cause shall not relieve the District of any obligations incurred by way of this Contract prior to the effective date of termination.

6. RIGHT TO RECEIVE PROJECT WATER

The District's right to receive Project Water under the provisions of Contract No. 14-06-500-590 will continue.

7. RECEIPT AND DISTRIBUTION OF WATER – SALE OF WATER

No sale, transfer, or exchange of Temporary Water made available under this Contract, other than to a Participating Municipality, may take place without prior written approval of the United States.

8. CONTRACT NOT A WATER RIGHT

No provisions of this Contract, nor any renewal thereof, nor the furnishing of water hereunder will be construed to bind the United States after the expiration of this Contract, or as the basis of a permanent water right. The District will be solely responsible for compliance with Oklahoma law as it relates to the use of water under this Contract and shall be responsible for acquiring all necessary permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water.

9. COMPLIANCE WITH LEGAL REQUIREMENTS

The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this Contract.

10. SEVERABILITY

In the event that any one or more of the provisions contained herein is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Contract, but this Contract is to be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause the fundamental benefits afforded the Parties by this Contract to become unavailable or materially altered.

STANDARD ARTICLES

11. CHARGES FOR DELINQUENT PAYMENTS

a. The District shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the District shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, the District shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the District shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The District shall also pay any fees incurred for debt collection services associated with a delinquent payment.

b. The interest rate charged shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month. The interest rate charged will be determined as of the due date and remain fixed for the duration of the delinquent period.

c. When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

12. GENERAL OBLIGATION—BENEFITS CONDITIONED UPON PAYMENT

a. The obligation of the District to pay the United States as provided in this Contract is a general obligation of the District notwithstanding the manner in which the obligation may be distributed among the 'District's water users and notwithstanding the default of individual water users in their obligation to the District.

b. The payment of charges becoming due pursuant to this Contract is a condition precedent to receiving benefits under this Contract. The United States shall not make water available to the District through the Project facilities during any period in which the District is in arrears for more than 12 months in the payment of water rates due the United States. The District shall not deliver water under the terms and conditions of this Contract for lands or parties

that are in arrears in the advance payment of water rates or OM&R charges as levied or established by the District.

13. OPERATION AND MAINTENANCE OF TRANSFERRED WORKS
(Federal Construction)

a. The OM&R responsibility for all Project works has been transferred to the District under Contract No. 14-06-500-590, as amended. Title to the transferred works will remain in the name of the United States, unless otherwise provided by the Congress of the United States.

b. The District, without expense to the United States, will care for and OM&R the transferred works in full compliance with the terms of this Contract and in such a manner that the transferred works remain in good and efficient condition.

c. Necessary repairs of the transferred works will be made promptly by the District. In case of unusual conditions or serious deficiencies in the care and OM&R of the transferred works threatening or causing interruption of water service, the Contracting Officer may issue to the District a special written notice of those necessary repairs. Except in the case of an emergency, the District will be given 60 days to either: 1) make the necessary repairs, or 2) submit a plan for accomplishing the repairs that contains a timeframe for completing the necessary repairs acceptable to the Contracting Officer. In the case of an emergency, or if the District fails to either make the necessary repairs or submit a plan for accomplishing the repairs acceptable to the Contracting Officer within 60 days of receipt of the notice, the Contracting Officer may cause the repairs to be made, and the cost of those repairs will be paid by the District as directed by the Contracting Officer. The Contracting Officer will determine whether an emergency exists requiring immediate repairs or if circumstances will allow for repairs to be made or a plan to be submitted within 60 days of receipt of notice.

d. The District will not make any substantial changes in the transferred works without first obtaining written consent of the Contracting Officer.

e. The District will take all reasonable measures to prevent any unauthorized encroachment on Project land and rights-of-way and address any such encroachment as soon as the District becomes aware of its existence.

f. Except for the sole negligence and intentional torts committed by employees of the United States, the District agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character, brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care and OM&R; and supervision, examination, inspection, or other duties of the District or the United States on transferred works required under this Contract, regardless of who performs those duties.

g. The District will cooperate with the Contracting Officer in implementing an effective dam safety program. The United States agrees to provide the District and the appropriate agency of the State in which the Project facilities are located with design data, designs, and an operating plan for the dam and related facilities consistent with the current memorandum of understanding between the United States and the State of Oklahoma relating to the coordination of planning, design, construction, and OM&R processes for dams and related facilities.

h. In the event the District is found to be operating the transferred works or any part thereof in violation of this Contract or the District is found to be failing any financial commitments or other commitments to the United States under the terms and conditions of this Contract, then upon the election of the Contracting Officer, the United States may take over from the District the care and OM&R of the transferred works by giving written notice to the District of such election and the effective date thereof. Thereafter, during the period of operation by the United States, upon notification by the Contracting Officer, the District will pay to the United States, annually in advance, the cost of care and OM&R of the works as determined by the Contracting Officer. Following written notification from the Contracting Officer the care and OM&R may be transferred back to the District.

i. In addition to all other payments to be made by the District under this Contract, the District will reimburse to the United States, following the receipt of a statement from the Contracting Officer, all miscellaneous costs incurred by the United States for any work involved in the administration and supervision of this Contract.

j. Nothing in this article will be deemed to waive the sovereign immunity of the United States.

14. EXAMINATION, INSPECTION, AND AUDIT OF PROJECT WORKS, RECORDS, AND REPORTS FOR DETERMINING ADEQUACY OF OPERATION AND MAINTENANCE

a. The Contracting Officer may, from time to time, examine the following: the 'District's books, records, and reports; the Project works being operated by the District; the adequacy of the OM&R and safety of dams programs; the reserve fund; and the water conservation program including the water conservation fund, if applicable. Notwithstanding title ownership, where the United States retains a financial, physical, or liability interest in facilities either constructed by the United States or with funds provided by the United States, the Contracting Officer may examine any or all of the Project works providing such interest to the United States.

b. The Contracting Officer may, or the District may ask the Contracting Officer to, conduct special inspections of any Project works being operated by the District and special audits of the 'District's books and records to ascertain the extent of any OM&R deficiencies to determine the remedial measures required for their correction and to assist the District in solving specific problems. Except in an emergency, any special inspection or audit shall be made only after written notice thereof has been delivered to the District by the Contracting Officer.

c. The District shall provide access to the Project works, operate any mechanical or electrical equipment, and be available to assist in the examination, inspection, or audit.

d. The Contracting Officer shall prepare reports based on the examinations, inspections, or audits and furnish copies of such reports and any recommendations to the District.

e. The costs incurred by the United States in conducting OM&R examinations, inspections, and audits and preparing associated reports and recommendations related to high- and significant-hazard dams and associated facilities shall be nonreimbursable. Associated facilities include carriage, distribution, and drainage systems; pumping and pump-generating plants; powerplant structures; tunnels/pipelines; diversion and storage dams (low-hazard); Type 2 bridges which are Reclamation-owned bridges not located on a public road; regulating reservoirs (low-hazard); fish passage and protective facilities, including hatcheries; river channelization features; rural/municipal water systems; desalting and other water treatment plants; maintenance buildings and service yards; facilities constructed under Federal loan programs (until paid out); and recreation facilities (reserved works only); and any other facilities as determined by the Contracting Officer.

f. Expenses incurred by the District, as applicable, in participating in the OM&R site examination will be borne by the District.

g. Requests by the District for consultations, design services, or modification reviews, and the completion of any OM&R activities identified in the formal recommendations resulting from the examination (unless otherwise noted) are to be funded as Project OM&R and are reimbursable by the District to the extent of current Project OM&R allocations.

h. Site visit special inspections that are beyond the regularly scheduled OM&R examinations conducted to evaluate particular concerns or problems and provide assistance relative to any corrective action (either as a follow up to an OM&R examination or when requested by the District) shall be nonreimbursable.

i. The Contracting Officer may provide the State an opportunity to observe and participate in, at its own expense, the examinations and inspections. The State may be provided copies of reports and any recommendations relating to such examinations and inspections.

15. NOTICES

Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the District, when mailed, postage prepaid, or delivered to the

Area Manager, Oklahoma Texas Area Office
Bureau of Reclamation
5316 Highway 290 West, Suite 110
Austin, Texas 78735

and on behalf of the United States, when mailed, postage prepaid, or delivered to the

Central Oklahoma Master Conservancy District
12500 Alameda Drive
Norman, OK 73026

The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.

16. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

The expenditure or advance of any money or the performance of any obligation of the United States under this Contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the District from any obligations under this Contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

17. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to the Congress, Resident Commissioner, or official of the District shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.

18. CHANGES IN 'DISTRICT'S ORGANIZATION

While this Contract is in effect, no change may be made in the District's organization, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the District under this Contract including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

19. ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED

The provisions of this Contract shall apply to and bind the successors and assigns of the Parties hereto, but no assignment or transfer of this Contract or any right or interest therein by either Party shall be valid until approved in writing by the other Party.

20. BOOKS, RECORDS, AND REPORTS

The District shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including the District's financial transactions; water supply data; Project OM&R logs; Project land and rights-of-way use agreements; the water users' land-use (crop census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each Party to this Contract shall

have the right during office hours to examine and make copies of the other Party's books and records relating to matters covered by this Contract.

21. RULES, REGULATIONS, AND DETERMINATIONS

a. The Parties agree that the delivery of water or the use of Federal facilities pursuant to this Contract is subject to Federal reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal reclamation law.

b. The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with its expressed and implied provisions, the laws of the United States and the State of Oklahoma, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the District.

22. ADMINISTRATION OF FEDERAL PROJECT LANDS

a. The lands and interests in lands acquired, withdrawn, or reserved and needed by the United States for the purposes of care, operation, and maintenance of the Norman Project works may be used by the District for such purposes. The District shall ensure that no unauthorized encroachment occurs on Federal Project lands and rights-of-way. The District does not have the authority to issue any land-use agreement or grant that conveys an interest in Federal real property, nor to lease or dispose of any interest of the United States.

b. The United States retains responsibility for compliance with the National Historic Preservation Act of 1966 (NHPA), and the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA). The District will notify the Contracting Officer and, only when on tribal land, also notify the appropriate tribal official, immediately upon the discovery of any potential historic properties or Native American human remains, funerary objects, sacred objects, or objects of cultural patrimony.

23. PROTECTION OF WATER AND AIR QUALITY

a. The District, without expense to the United States, will care for and OM&R transferred works in a manner that preserves the quality of the water at the highest feasible level as determined by the Contracting Officer.

b. The United States does not warrant the quality of the water delivered to the District and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the District.

c. The District will comply with all applicable water and air pollution laws and regulations of the United States and the State of Oklahoma; and will obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the District; and will be responsible for compliance with all Federal, State, and local water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Federal or District facilities or Project Water provided by the District within its Project Water service area.

d. This Article will not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

24. CONTAMINATION OR POLLUTION OF FEDERAL PROPERTY

a. The District shall not allow contamination or pollution of Federal Project lands, Project waters, or Project works of the United States or administered by the United States and for which the District has the responsibility for care, operation, and maintenance by its employees or agents. The District shall also take reasonable precautions to prevent such contamination or pollution by third parties.

b. The District shall comply with all applicable Federal [, State, and local laws and regulations and Reclamation policies and instructions existing, or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, released, or disposed of on or in Federal Project lands, Project waters, or Project works.

c. "Hazardous material" means (1) any substance falling within the definition of "hazardous substance," "pollutant or contaminant," or "hazardous waste" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601(14), (29), and (33)); (2) oil, as defined by the Clean Water Act (33 U.S.C. § 1321(a)) and the Oil Pollution Act (33 U.S.C. § 2701(23)); (3) thermal pollution, refuse, garbage, sewage effluent, industrial waste, mine or mill tailings, mineral salts, pesticides, and other solid waste, and (4) any other substance regulated as hazardous or toxic under Federal, State, local, or Tribal law.

d. Upon discovery of any event which may or does result in contamination or pollution of Federal Project lands, Project water, or Project works, the District shall immediately undertake all measures necessary to protect public health and the environment, including measures necessary to contain or abate any such contamination or pollution, and shall report such discovery with full details of the actions taken to the Contracting Officer. Reporting shall be within a reasonable time period but shall not exceed 24 hours from the time of discovery if it is an emergency and the first working day following discovery in the event of a non-emergency.

e. If violation of the provisions of this Article occurs and the District does not take immediate corrective action, as determined by the Contracting Officer, the District may be subject to remedies imposed by the Contracting Officer, which may include termination of this Contract.

f. The District shall be liable for any response action or corrective measure necessary to protect public health and the environment or to restore Federal Project lands, Project waters, or Project works that are adversely affected as a result of such violation, and for all costs, penalties or other sanctions that are imposed for violation of any Federal, State, local or Tribal laws and regulations concerning hazardous material. At the discretion of the Contracting Officer, the United States may also terminate this Contract as a result of such violation.

g. The District shall defend, indemnify, protect and save the United States harmless from and against any costs, expenses, claims, damages, demands, or other liability arising from or relating to District's violation of this article.

h. Reclamation agrees to provide information necessary for the District, using reasonable diligence, to comply with the provisions of this Article.

25. WATER CONSERVATION

Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this Contract, the District shall develop a water conservation plan, as required by subsection 210(b) of the Reclamation Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations).

26. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

a. The District shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

b. These statutes prohibit any person in the United States from being excluded from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this Contract, the District agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

c. The District makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the District by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The District recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this Article and that the United States reserves the right to seek judicial enforcement thereof.

d. Complaints of discrimination against the District shall be investigated by the Contracting Officer's Office of Civil Rights.

27. PEST MANAGEMENT

a. The District is responsible for complying with applicable Federal, State, and local laws, rules, and regulations related to pest management in performing its responsibilities under this Contract.

b. The District is responsible for effectively avoiding the introduction and spread of, and for otherwise controlling, undesirable plants and animals, as defined by the Contracting Officer, on or in Federal Project lands, Federal Project waters, and Federal Project works for which and to the extent that the District has OM&R responsibility. The District is responsible for exercising the level of precaution necessary in meeting this responsibility, including inspecting its vehicles, watercraft, and equipment for reproductive and vegetative parts, foreign soil, mud or other debris that may cause the spread of weeds, invasive species and other pests, and removing such materials before moving its vehicles, watercraft, and equipment onto any Federal land, into any Federal Project facility waters, or out of any area on Federal Project land where work is performed.

c. Where decontamination of the District's vehicles, watercraft, or equipment is required prior to entering Federal Project land or waters, the decontamination shall be performed by the District at the point of prior use, or at an approved offsite facility able to process generated cleaning wastes, pursuant to applicable laws, rules, and regulations. Upon the completion of work, the District will perform any required decontamination within the work area before moving the vehicles, watercraft, and equipment from Federal Project lands and waters.

d. Programs for the control of undesirable plants and animals on Federal Project lands, and in Federal Project waters and Federal Project works for which the District has OM&R responsibility will incorporate Integrated Pest Management (IPM) concepts and practices. IPM refers to a systematic and environmentally compatible program to maintain pest populations within economically and environmentally tolerable levels. In implementing an IPM program, the District will adhere to applicable Federal and State laws and regulations and Department of the Interior and Bureau of Reclamation policies, directives, guidelines, and manuals, including but not limited to, the Department of the Interior Manual, Part 517 *Integrated Pest Management Policy* and Part 609 *Weed Control Program*, the Plant Protection Act of June 20, 2000 (Pub. L. 106-224), and Executive Order 13112 of February 3, 1999.

28. MEDIUM FOR TRANSMITTING PAYMENTS

a. All payments from the District to the United States under this Contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

b. Upon execution of the Contract, the District shall furnish the Contracting Officer with the District's taxpayer's identification number (TIN). The purpose for requiring the District's TIN is for collecting and reporting any delinquent amounts arising out of the District's relationship with the United States.

29. CONSTRAINTS ON THE AVAILABILITY OF WATER

a. In its operation of the Project, the Contracting Officer will use all reasonable means to guard against a condition of shortage in the quantity of water to be made available to the District pursuant to this Contract. In the event the Contracting Officer determines that a condition of shortage appears probable, the Contracting Officer will notify the District of said determination as soon as practicable.

b. If there is a condition of shortage because of inaccurate runoff forecasting or other similar operational errors affecting the Project; drought and other physical or natural causes beyond the control of the Contracting Officer; or actions taken by the Contracting Officer to meet current and future legal obligations, then no liability shall accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom.

30. CONTRACT DRAFTING CONSIDERATIONS

This Contract has been negotiated and reviewed by the Parties hereto, each of whom is sophisticated in the matters to which this Contract pertains.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date identified in the Contracting Officer's digital signature. This Contract will become effective on October 1, 2025.

THE UNITED STATES OF AMERICA

By: _____
Brent C Esplin
Regional Director

CENTRAL OKLAHOMA MASTER
CONSERVANCY DISTRICT

By: _____
Amanda Nairn
President

ATTEST:

By: _____

Printed Name: Espanola Bowen

Title: Secretary

EXHIBIT A

Rate Schedule

Payment	Payment Date	Water Year	Rate Per Acre-Foot
1	December 31, 2025	2026	$ 26.43
2	December 31, 2026	2027	$ 27.18
3	December 31, 2027	2028	$ 27.95
4	December 31, 2028	2029	$ 28.74
5	December 31, 2029	2030	$ 29.56

MIDWEST CITY
Economic Development

Economic Development
100 N Midwest Boulevard
Midwest City, OK 73110-4327
(405) 739-1202
MidwestCityOK.biz

MEMORANDUM

To: Honorable Mayor and Council

From: Robert Coleman, Director of Economic Development
Terri Craft, Grants Manager

Date: August 26, 2025

Subject: Discussion, consideration and possible action to authorize the City Manager or his designee to execute all documents necessary pertaining to the acceptance and approval of the Congressionally Directed Spending ("CDS") U.S. Federal Railroad Administration ("FRA") Consolidated Rail Infrastructure and Safety Improvements ("CRISI") Grant for the Midwest City, OK, Industrial Rail Spur Development Project.

In the American Glass Development Finance Assistance Agreement, we committed to moving forward and to prioritize the installation of the rail switch and spur to serve the Soldier Creek Industrial Park Rail (PROJECT#952406) at an estimated cost of $2.1 million. Thanks to U.S. Congressman Tom Cole's office, we were able to secure a grant from the FY24 CRISI program that may reimburse up to 75% of the actual costs incurred in constructing the project.

With the valuable assistance of Ms. Adrianne Covington-Graham, the Grant Writer & Funding Support Specialist for Garver Engineering, Grants Manager Terri Craft and Director of Economic Development Robert Coleman have been diligently working to complete all tasks necessary to obtain the FRA's notice of award.

There is a strong possibility the U.S. FRA will issue the approvals we desperately need sometime before our next meeting. We are respectfully asking Council to authorize the City Manager or his designee, under the advisement of legal counsel, to execute all documents necessary to proceed, thereby helping us expedite a project that is well behind schedule.

This authorization does not incur additional expenses but it will commit the City to abide by those terms prescribed by the U.S. FRA in administering and applying grant funds.

Please contact Economic Development Director Robert Coleman (405) 739-1218 or Grants Manager Terri Craft (405) 739-1217 with any questions.

Respectfully,

R Coleman

Robert Coleman, Director of Economic Development

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

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: August 26, 2025

Subject: Discussion, consideration, and possible action of approving Change Order #2 for $13,362.00 with Oklahoma Department of Transportation for STP-255B(575)AG, State Job Number 33345(04), Midwest Boulevard resurfacing from SE 29th Street to NE 10th Street.

The attached change order is for the Midwest Boulevard resurfacing from SE 29th Street to NE 10th Street, which is substantially complete. This change order is necessary to address issues identified during construction. Change Order #2 adds an item to fully replace a fire hydrant assembly at Midwest Blvd and Bradley Cir because the existing hydrant could not be modified to bring it into compliance with the revised sidewalk elevations.

Change Order #2 is not expected to exceed the balance of the escrow funds already in ODOT's possession for this project.

Title 61 of the Oklahoma Statutes, Section 121 requires that change orders or addenda to public construction contracts of over One Million Dollars ($1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars ($150,000.00) or a ten percent (10%) cumulative increase in the original contract amount. The original contract amount was $5,574,000.00, and the cumulative increase in the original contract amount as a result of this change order is $54,066.01, which complies with this provision of state law.

Respectfully,

R. Paul Streets

R. Paul Streets
Public Works Director

Attachment

Oklahoma Department of Transportation
Change Order

Contract ID	230315	**Primary County**	OKLAHOMA	**Primary PCN**	33345(04)
Change Order Nbr	002	**Project**	STP-255B(575)AG		
Contract Description	RESURFACE (A.C. AND P.C.) CITY STREET (MIDWEST BOULEVARD): FROM SE 29TH STREET, EXTEND NORTH TO NE 10TH STREET IN MIDWEST CITY. PROJECT LENGTH = 2.994 MILES				
Change Order Type	CHANGE ORDER				
Zero Dollar Change Order	NO	**Status**	Pending		

General Change Order Description(s): This change order compensates the Contractor for the removal and replacement of a fire hydrant assembly not included in the original contract or previous change order. During the work covered by Change Order No. 1, risers were added to several existing fire hydrants to bring them into compliance with the revised sidewalk elevation. After Change Order No. 1 was executed, the Contractor and the City identified an additional hydrant at the southeast corner of Midwest Blvd. and Bradley Circle that also required elevation adjustment. However, due to part availability issues, it was not feasible to modify the existing hydrant. As a result, this change order adds an item to fully replace the fire hydrant assembly. This change order compensates the Contractor for all costs and time associated with this work.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
33345(04)	8005	0100	616(G)3111	EA	$13,362.00	0.00	0.00	1.00	1.00	

Item Description: FIRE HYDRANT AND ASSEMBLY

Supplemental Description 1: Fire hydrant on Midwest Blvd. and Bradley Cir.

Supplemental Description 2: Maintaining compatibility with existing infrastructure

This Change:	$13,362.00
Prev Revised:	$0.00
New Revised:	$13,362.00
Bid Contract:	$0.00
Net Change:	$13,362.00
PCT Change:	100.00 %

Explanations: This item compensates the Contractor for all labor, materials, and equipment necessary to remove the existing fire hydrant and install a new fire hydrant assembly at the southeast corner of Midwest Blvd. and Bradley Circle, located at Station 134+93, Offset 36 feet Right. This replacement is required to bring the hydrant into compliance with the final sidewalk elevation after a previously unidentified conflict was discovered. Due to unavailability of compatible riser components, the entire hydrant assembly was replaced. This item also includes site restoration, consisting of one (1) cubic yard of Class A 3500 PSI concrete and 4.5 square yards of sod.

TOTAL VALUE FOR CHANGE ORDER 002 : $13,362.00

Contract Time Adjustments

No contract time adjustments are associated with this change order.

Contract ID	230315	Primary County	OKLAHOMA	Primary PCN	33345(04)
Change Order Nbr	002	Project	STP-255B(575)AG		

Prime Contractor's Section

As the duly authorized representative of Silver Star Construction Company, Inc., contractor for the above referenced project, I affirm that I have reviewed the above and foregoing prices, quantities and days for the changed or additional work, and I agree that the quantities and prices as are herein listed and the extension of time to perform the change or additional work as shown above will adequately compensate the contractor for the changed or additional work. I understand that the quantities as listed above are estimated and may be subject to revision upon audit of the project. I further understand that the change order/supplemental agreement fully compensates the contractor for the changed or additional work and is in lieu of cost accounting for the work actually performed or submission of a claim as provided by the standard specifications for highway construction and special provisions to the contract.

Signature: _____ Name(Printed): Tim Caudle Company Title: President

Subscribed and sworn before me this 22nd day of July year of 2025

My commission expires 02/25/2027

Notary Public: _____ Commission Number: 15001791

MICHELE MILLER NOTARY # 15001791 EXP. 02/25/27 PUBLIC STATE OF OKLAHOMA

Oklahoma Department of Transportation Section

The prices for the additional items have been compared with other contract prices and are a fair amount for the work involved. Respectfully requested by:

P.E. Seal

	Department Personnel	Approval Date
Residency Administration(R)	Brooks, Jonathan	
Field Division Administration(R)	Mitchell, Matthew J.	
Construction Administration(R)	Leonard, John B.	
Central Office Administration(R)	Davis, Shawn	

LICENSED PROFESSIONAL ENGINEER JONATHAN BROOKS 07/23/2025 30650 OKLAHOMA

Contract ID	230315	Primary County	OKLAHOMA	Primary PCN	33345(04)
Change Order Nbr	002	Project	STP-255B(575)AG		

Local Government Section

I acknowledge the work indicated on this Change Order. I understand the final costs of this work will be reflected in the final cost apportionment.

City/County Official

Date Acknowledged

City Attorney, Donald D. Maisch
100 N. Midwest Boulevard
Midwest City, OK 73110
DMaisch@midwestcityok.org
Office: 405.739.1203
www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Don Maisch
City Attorney

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

Date: August 26, 2025

Currently, the City Council appointed seven (7) of the nine (9) members of the Trades' Advisory Board.

The two (2) positions that remained vacant are:

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

Staff has made an extensive search to have a licensed plumber to serve on the Trades' Advisory Board. Several plumbers licensed by the City of Midwest City have been contacted and none have accepted an invitation to serve on the Board. State licensed plumbers that are not doing business in Midwest City have been contacted, but none have been willing to serve.

Pursuant to Section 9-48 (C)(4), when no one is identified to be able to fill a position, a person from one of the other trades may be appointed to fill that position. Placed before you is the name of Joel Bryant to fill the Plumber position with the Trades' Advisory Board. Joel is a developer and general contractor, doing business in Midwest City. Joel's bio is included. The appointment is for three (3) years, commencing on September 1, 2025 and expiring on August 31, 2028. Pursuant to Section 9-48 (E), Joel's information was sent to you in June of 2025 for review. No comments were received. After the five (5) day timeframe, the nominee was sent to the Mayor who asked that the nominee be placed on the City Council Agenda for approval.

The previous seven (7) appointments to the Trades' Advisory Board were:

- Engineer, licensed by the State of Oklahoma - Gary Boerger, Midwest City resident, 1276 Three Oaks Cir, term expires April 30, 2028.
- Mechanical Contractor, licensed by the State of Oklahoma - Kale Harper, Midwest City resident,501 Buckboard Ln, term expires April 30, 2028.

City Attorney, Donald D. Maisch
100 N. Midwest Boulevard
Midwest City, OK 73110
DMaisch@midwestcityok.org
Office: 405.739.1203
www.midwestcityok.org

- Electrical Contractor, licensed by the State of Oklahoma - Doyle Kelso, Midwest City resident, 200 Shelby Ln, term expires April 30, 2028.
- Structural Engineer, licensed by the State of Oklahoma; Kahl Wilson Licensed Architect, term expires April 30, 2028.
- Architect, licensed by the State of Oklahoma - Architect Matt Webber Licensed Architect, term expires April 30, 2028.
- General Contractor - Alan Clark, term expires April 30, 2028.
- Fire Protection Engineer – James Surber, PE, term expires June 30, 2028

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

Respectfully submitted,

Donald D. Maisch
City Attorney

Joel Bryant is a member of the Central Oklahoma Homebuilders Association, the Oklahoma Metropolitan Realtors Association, the Midwest City Builders Advisory Committee and the Parkland Review Committee. Joel has a BBA in Finance from Oklahoma Baptist University and is active at Eastland Hills Church. Joel is the sole owner of Les Chateaux LLC and Element Homes LLC, which have developed numerous single-family home developments and home builds in the Eastern Oklahoma County area. Joel has also partnered in developing multifamily projects in the Oklahoma County area since 2015. Joel is also a resident of Ward 6.

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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Allen Stephenson, Information Technology Director

DATE: August 26, 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

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

CPU

Inventory #	Manufacturer	Serial Number	Department
3115	Dell OptiPlex 3080	CPJFZC3	
2878	iPad 10.2 7th Gen + Cellular (2019)	DMPZ50MZMDG6	
2877	iPad 10.2 7th Gen + Cellular (2019)	DMPZ501WMDG6	
	iPad Pro 12.9-inch (4th Generation)	DMPFH0G0NTHX	
	iPad Pro, 12.9-inch (5th generation)	KJYTHJX5Y9	
	iPad Pro, 12.9-inch (5th generation)	H022K9YX5X	
	iPad Pro 12.9-inch (3rd generation)	DLXZK026KC51	
	iPad Pro 12.9-inch (6th generation)	G5962W590F	
	iPad Pro 12.9-inch (4th Generation)	DMPF42S8NTHX	
	iPad Pro 12.9-inch (2nd generation)	DLXWQ01SHP34	
	iPad Pro 11 (3rd Generation)	MQPV43QJQW	
	iPad Pro 11 (3rd Generation)	CXHGC57YF1	
	iPad Pro 12.9-inch (5th Generation)	DWV4QKY632	
2910	Latitude 5420 Rugged	782NTG2	

Information Technology
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Office 405.739.1374
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MISCELLANEOUS

Quantity	Hardware Type	Serial Number	Department
13	Samsung PCoIP		NHOOD
4	Box of Misc		
1	Standing Desk		NHOOD
1	Misc Cable Box		
1	Misc Bracket Box		
3	305A Toner		
6	iPad Mounts		

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: August 26, 2025

SUBJECT: Discussion, consideration, and possible action to declare (4) Chevrolet Caprice' and (1) RAM with their contents as surplus and authorizing disposal by public auction, sealed bid, or other necessary means. (G. Wipfli-Police Chief)

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

60276	2014 RAM (Blue) KBP001	1C6RR6FG7ES455547
60009	2014 CHEVY Caprice	6G3NS5R27EL926499
60020	2016 CHEVY Caprice	6G3NS5U20GL208870
60022	2016 CHEVY Caprice	6G3NS5U25GL219816
60039	2017 CHEVY Caprice	6G3NS5U2XHL315586

Greg Wipfli

Greg Wipfli, Chief of Police

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

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: August 26, 2025

Subject: Discussion, consideration, and possible action of declaring miscellaneous equipment from the Public Works Department as surplus and authorizing their disposal by sealed bid, public auction or by other means as necessary.

The Public Works Department has various equipment as described below that have been replaced, removed from service, and/or have no other operational value or application. As such, we recommend declaring these items surplus property and authorizing disposal by sealed bid, public auction, or other means, as necessary.

- 09-07-65 Hustler Z Zero Turn Mower Serial # 19040577
- 09-07-07 Stihl Weedeater Serial # 533401805
- 09-07-84 Stihl Hedge Clippers Serial # 271536395
- 09-04-16 John Deere Tractor Serial # LV5320S23268
- 09-07-170 Turf Sweeper Serial # N/A
- 09-07-150 Stihl Weedeater Serial # N/A
- 09-07-59 Stihl Weedeater Serial # 538951815
- 09-07-18 Hustler Z Zero Turn Mower Serial # 17013400
- 09-09-31 Target Concrete Saw Serial # 2410803936
- 09-07-152 Hustler Z Zero Turn Mower Serial # 22042236
- 09-09-48 Stihl Chainsaw MS260 Serial # N/A
- 09-09-47 Stihl Chainsaw MS260 Serial # 273778896
- 09-09-45 Stihl Chainsaw MS260 Serial # N/A
- 09-09-50 Stihl Pole Saw Serial # 292717245
- Six (6) Kenwood Handheld Radio Vehicle Chargers, Model KVC-15
- Fourteen (14) Kenwood Handheld Radio Rapid Chargers, Model KSC-32
- Scotsman Prodigy Ice Maker CU2026SA-1A, Serial No. 10041320014936
- Eight (8) Inset Light Fixtures, 4 ft X 2 ft
- 4-Way Clothing Rack
- Congoleum Floor Tile, 2 boxes
- Poron Micro 5S vehicle reverse aid 5S-4D, Serial No. 109012006
- Ten (10) Grey Cloth Chairs
- Twelve (12) Red Cloth Chairs

- Desk/Table, 5 ft X 30 in
- Round Table, 47 ½ in
- Dewalt DCD950 Drill without battery
- Dewalt DW936 Trim Saw, Serial No. 786568
- Dewalt DW919 Light, Serial No. 204023
- Dewalt DW059 Impact, Serial No. 849417
- Dewalt DC385 Reciprocating Saw
- Dewalt DC720 Drill
- Dewalt DW908 Light, Serial No. 910123
- Dewalt DW100 3/8" Drill Srl# 900357
- Dewalt DW130 ½" Drill Reversing
- JC Penny 3/8" Drill
- Porter Cable 7 Inch Polisher, Model 7401, Serial No. 026085A8912
- Milwaukee Router, Serial No. 45237367
- Two (2) boxes of Galvanized Spiral Nails 2-7/8"
- One (1) box of Galvanized Spiral Nails 3-3/4"
- One (1) bin of Nails common 1-1/2"
- One (1) bin of Finish Nails #6 3-1/2"
- One (1) bin of Finish Nails #4 2"
- One (1) bin of Tin Nails 1-1/2"
- One (1) bin of Nails common Bulk
- One (1) bin of Nails common 1"
- One (1) bag of Nails common 1-1/2"
- One (1) bin of Nails common #20 4"
- One (1) bin of Tin Nails 2"
- One (1) bin of Nails common 2"
- One (1) box of Roofing Nails 1"
- One (1) box of Roofing Nails Mixed
- One (1) small tote of Barbed Nails Barbed 1-1/2"
- One (1) can of Nails Mixed

Action is at the discretion of the Council.

Respectfully,

R. Paul Streets

R. Paul Streets
Public Works Director

Midwest City Fire Department
8201 E. Reno Avenue
Midwest City, OK 73110
Office 405.739.1340
Fax 405.739.1384

MEMO

To: Honorable Mayor and City Council

From: Doug Beabout, Fire Chief

Date: August 26, 2025

Subject: Discussion, consideration, and possible action of declaring a SCAG Turf Tiger Zero Turn Riding Mower Fleet ID 07-04-02 as surplus and authorizing disposal by public auction, sealed bid or other means as necessary. (Fire - D. Beabout)

The fire department has a zero turn mower that has served a long life in the fire department and it has now been replaced. The mower no longer has a use for the department and is in "fair" condition. We respectfully ask to declare a SCAG Turf Tiger 07-04-02 Model # STT-52-25CH as surplus.

Staff recommends approval.

Doug Beabout
Fire Chief

MIDWEST CITY

Where the Spirit Flies High

DISCUSSION ITEMS

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: August 26, 2025

RE: Discussion and consideration of adopting, including any possible amendment, the Collective Bargaining Agreement (CBA) between the City of Midwest City and the International Association of Firefighters (IAFF) Local 2066, as negotiated to be effective from July 1, 2025, through June 30, 2026.

The City of Midwest City and the IAFF Local 2066 met and negotiated a proposed CBA to be effective from July 1, 2025, through June 30, 2026. This agreement was tentatively reached between the Lead Negotiator for the City, Troy Bradley, and the IAFF Local 2066 President, Chris Hudson, on August 14, 2025. Changes in the proposed agreement from the previous agreement include the following items.

- The term of the agreement will be from July 1, 2025, through June 30, 2026.
- The City and the Local 2066 agree to add some minor language changes in various articles to clean up the text and reflect actual and desired practices.
- The parties agree to the implementation of a root cause analysis to be performed if an injury results in medical treatment beyond first aid. This analysis is meant to determine the cause of the injury in the effort to prevent future injuries and will not be used in any disciplinary manner.
- Language previously agreed upon was included in the promotion policy.
- An across-the-board increase of 2.05% was negotiated, to be effective on July 1, 2025.
- The City and the Local 2066 agree to some updates in the Incentive Pay article.
    - Fire Prevention employees will have the Fire Inspection and Investigation incentive pay incorporated into their salaries.
    - The committee language was cleaned up to reflect the current committees.
- Group Health Benefits Premiums are updated to the amounts previously approved by Council for the 2025-2026 City Fiscal Year.

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

- The parties agree to remove the substance abuse policy from the contract to save paper. The new language refers employees to the city policy found in many places and saves nineteen (19) pages of paper per printed contract.

- Total new money for this contract is calculated at 2.05%

Staff recommends approval.

Troy Bradley, Human Resources Director/Lead Negotiator

Collective Bargaining Agreement for Fiscal Years ~~2022/~~2025/2026 Between

The International Association of Firefighters Local #2066, AFL-CIO-CLC and

The City of Midwest City

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ARTICLE 1

PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement, entered into by and between the City of Midwest City, Oklahoma, a municipal corporation, hereinafter referred to as Employer, and International Association of Firefighters, AFL-CIO/CLC, Local 2066, hereinafter referred to as Union, to protect the public health, safety and welfare of the citizens of Midwest City, Oklahoma, from strikes, work stoppages or slow-downs by the Union. The purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly, peaceful labor relations for the mutual interests of the City of Midwest City in its capacity as an employer and the firefighters as employees.

ARTICLE 2

RECOGNITION

SECTION 1. The City recognizes Local 2066 as the exclusive bargaining agent for all permanent paid firefighters of the Midwest City Fire Department, with the exception of the Fire Chief and one designated Administrative Assistant.

ARTICLE 3

AUTHORITY AND TERM

SECTION 1. Pursuant to Oklahoma state law, 11 O.S. § 51-101 et seq., the following Articles constitute an Agreement by and between the Employer and the Union.

SECTION 2. ~~The First Term of this Agreement shall be effective as of the first day of July 2022, and shall remain in full force and effect until the last day of June 2023. The Second Term of this Agreement shall be effective as of the first day of July 2023, and shall remain in full force and effect until the last day of June 2024. The Third and Final Term of this Agreement shall be effective as of the first day of July 2024, and shall remain in full force and effect until the last day of June 2025.~~

This Agreement shall be effective as of the first day of July 2025 and shall remain in full force and effect until the last day of June 2026.

ARTICLE 4

MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION

SECTION 1. The Employer and the Union agree that there shall be no discrimination against any employee or applicant for employment because of race, creed, age, size, sex, religion or status of Union membership.

SECTION 2. The Union and all its members agree to comply with the objectives set forth in the Employer's Affirmative Action Program to ensure equal employment opportunity for all.

ARTICLE 5

MANAGEMENT RIGHTS CLAUSE

The Local recognizes the prerogative of the Employer to operate and manage its affairs in all respects and in accordance with its responsibilities, and the power or authority which the Employer has not officially abridged, delegated, granted or modified by this Agreement is retained by the Employer, and all rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively without limitations within the rights of the Employer.

Except as may be limited herein, the Employer retains its rights in accordance with the laws of the State of Oklahoma and the responsibilities and duties contained in the Charter of the City of Midwest City and the ordinances and regulations promulgated thereunder. These rights include, but are not limited to:

A. The determination of Fire Department policy, including the right to manage the affairs of the Fire Department in all respects;

B. The right to assign working hours, including overtime;

C. The right to establish modify or change work schedules, manning of shifts, assignments, etc.;

D. The right to direct the members of the Fire Department, including the right to hire, terminate, suspend, demote, promote, transfer or take any other disciplinary action against employees of the Fire Department for just cause;

E. The determination of the table of organization of the Fire Department, including the right to organize and reorganize the Fire Department in any manner it chooses, including the size of the Fire Department, and the determination of job classification, ranks and positions based upon duties assigned;

F. The determination of safety, health, and property protection measures for the Fire Department;

G. The allocation and assignment of work to all members within the Fire Department;

H. The sole judge of the qualifications of applicants and training of employees;

I. The scheduling of operations and the determination of the number and duration of hours of assigned duty per working period;

J. The establishment and enforcement of Fire Department rules, regulations and orders;

K. The introduction of new, improved or different methods and techniques of operation of the Fire Department or changes in existing methods and techniques;

L. The determination of the amount of supervision necessary;

M. The control of the departmental budget;

N. The right to take whatever actions may be necessary to carry out the mission of the City in situations of emergency;

O. The right to relieve employees from duties because of lack of work, funds or other legitimate reasons;

P. Organization of City governments;

Q. Other matters as covered by the Merit System.

All rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the functions of the Employer.

The above rights, responsibilities and prerogatives are inherent in the City Council and City Manager by virtue of statutory and Charter provisions and are not subject to delegation in whole or in part.

ARTICLE 6

PREVAILING RIGHTS

SECTION 1. All rules, regulations, rights, privileges, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Midwest City Fire Department currently enjoyed by the Union which are not included in this Agreement shall remain in full force unchanged and unaffected in any manner unless and except as modified or changed by the specific terms of this Agreement of either parties during the term of the contract by mutual consent.

ARTICLE 7

PROHIBITION OF STRIKES

SECTION 1. During the term of this Agreement, the Union agrees to a prohibition of strikes, work stoppage and slow-down.

SECTION 2. For the purpose of this Agreement, "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, unauthorized holiday, sickness unsubstantiated by a physician's statement, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change of the conditions, compensation, rights, privileges or obligations of employment.

SECTION 3. Nothing contained in this Article shall be construed to limit, impair or affect the right of any employee to the expression of communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of employment or their betterment, so long as the same does not interfere with the full, faithful and proper performance of the duties of employment.

SECTION 4. Upon notification confirmed in writing by Employer to Union that certain of its members are engaging in a wildcat strike, Union shall immediately, in writing, request such members to return to work at once and provide Employer with a copy of such request, and a responsible official of the Union shall publicly request them to return to work.

ARTICLE 8

UNION BUSINESS

SECTION 1. The Employer agrees that the Union shall have 240 hours leave available in order to conduct Union related business or activities; provided that the granting of such leave shall not impede the proper operation of the department as determined by the Fire Chief or his designee. The Union will be responsible for all other expenses incurred to attend the IAFF meeting. The Union president or secretary shall properly document all hours used and present a quarterly report to the Chief. Additional hours may be granted at the Fire Chief's discretion on a case by case basis.

SECTION 2. Members of the Union negotiating team, not to exceed five, shall be allowed time off without loss of pay for all negotiation meetings which shall be mutually set by the Employer and the Union.

SECTION 3. The president and secretary-treasurer of the Union shall be authorized time off with pay if and when the need arises to transact Union officially called meetings, not

to exceed two per month, provided that the granting of such leave shall not impede the operation of the Fire Department as determined by the Fire Chief or Shift Commander.

SECTION 4. The Union president or his designated representative may investigate grievances during working hours with the approval of the Fire Chief or Shift Commander.

SECTION 5. Upon written authorization from the employee, the Employer agrees to deduct regular monthly Union dues; PAC Fund contributions and Union sponsored insurance benefit programs from the earned wages of those permanent employees who are represented by the bargaining unit.

SECTION 6. The deduction shall be made in accordance with the City pay plan in an amount certified in writing to be correct by the treasurer of the Union. Changes in the amount of dues, PAC Fund contributions and Union sponsored insurance benefit programs will be certified in the same manner and shall be done at least thirty (30) days in advance of the effective date of such change.

SECTION 7. All eligible members of the bargaining unit desiring dues deduction, PAC Fund contribution deduction and Union sponsored insurance benefit programs shall individually sign an authorization form, provided by the Union. Authorization may be withdrawn by the employee by providing written notice to the Employer at least thirty (30) days prior to the effective date of withdrawal. Unless revoked by the employee the authorization shall remain in effect until the expiration date of the contract and will be automatically renewable with the adoption of each new contract.

SECTION 8. The Employer will deduct only Union dues, PAC Fund contributions, and Union sponsored insurance benefit programs from the employee's paycheck and will not deduct initiation fees, special assessments, fines or other Union fees. No deductions will be made when the salary to be paid an employee is not sufficient to cover the amount to be deducted. An illegal job action will result in the automatic termination of this privilege.

SECTION 9. The Employer will provide the Union treasurer with a monthly report showing the employee's name and the amount of deduction. All deductions refundable at the time of termination or resignation will be refunded by the Union.

SECTION 10. The total amount deducted shall be remitted to the treasurer of the Union minus fifteen dollars ($15.00) per month which shall be the service fee paid to the Employer by the Union for this service. The service fee will include both Union deductions. A proper adjustment of same shall be made by the Union with the employee affected. A direct draft deposit will be made each pay day into designated bank accounts.

SECTION 11. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, suits or other forms of liability that shall arise against the City on account of Union associated payroll deductions.

SECTION 12. Each Union member will be allowed two (2) payroll deductions, for Union purposes, at any time. The Union must notify the City of all members who will utilize the payroll deduction for PAC Fund contributions by June 1 of the previous contract year. The Union will provide signed consent forms for each member electing to participate in the PAC Fund and a list of all members including their requested deduction amount.

ARTICLE 9

SENIORITY

SECTION 1. Seniority shall mean the status attained by length of continuous service in the department. Seniority shall commence from the date that the employee is employed in the Midwest City Fire Department; however, until the initial employment probation is completed, employees shall not attain seniority status. At the conclusion of his initial employment probation, his initial probationary period shall count on his seniority to be accumulated in the future.

SECTION 2. Seniority shall be determined by the earliest date of continuous employment with the Midwest City Fire Department. If both employees began employment on the same date, then their seniority shall be determined by the date of their employment application with said City.

SECTION 3. Seniority will be the factor to be considered by the Fire Chief in determining the priority of each employee to the following:

A. Time when vacation is granted.

B. Time when compensatory time off is granted.

C. Time when holidays are granted.

SECTION 4. Seniority will be a factor to be considered by the Employer in determining the priority of each employee to the following:

A. Shift and duty assignments;

B. Transfers.

SECTION 5. In the case of a personnel reduction of firefighters of Midwest City Fire Department, said actions shall be determined solely on seniority. No new employees will be hired or new positions created until the laid-off employees have been given the opportunity to return to work.

SECTION 6: Laid off employees shall also be recalled based on seniority. Recall notification rights shall be for one year and shall be made in writing if recall is to occur.

Written notice shall be sent to the employee's on file address by certified mail. An employee shall respond as to their desire for recall within two weeks from the mailing date or forfeit all recall rights.

ARTICLE 10

BULLETIN BOARD AND E-MAIL COMMUNICATIONS

SECTION 1. The Employer agrees to provide space for a reasonable number of bulletin boards for the posting of IAFF informational notices. Such notices shall contain no political advertisement, slanderous or inflammatory matter, as these terms are commonly defined in this community. The employer also agrees to provide the e-mail address local2066@midwestcityok.org to be used in the same regard as the bulletin boards.

Acceptable use of the bulletin board and e-mail would include:

A. Recreational and social affairs of the IAFF;
B. IAFF meetings;
C. IAFF elections;
D. Reports of IAFF committees;
E. Rules or policies of the IAFF;
F. Internal Fire Department E-mails (intra-departmental appropriate for distribution to employees).
G. Other notices as approved for posting by the Human Resources Director.

SECTION 2. The Employer reserves the right to remove any material from such bulletin boards which, in its opinion, does not conform to the purpose of this Article.

SECTION 3. Only designated bulletin boards shall be used for posting any material on City property.

SECTION 4. The IAFF president shall be the responsible party for the e-mail address and for posting all information on the bulletin board and material to be posted should be dated and materials shall be removed in a timely manner by the IAFF president.

ARTICLE 11

SAFETY AND HEALTH

SECTION 1. The Union agrees to appoint one member from each shift and the Employer agrees to appoint one member from each shift to comprise the Joint Safety and Health Committee (Committee for the purpose of this article). The Committee will have the responsibility of reviewing, investigating and reporting information on accidents and vehicle accidents in the Fire Department and recommending related or other safety and health needs to the Employer. The Fire Chief will appoint the Committee Chairman from within the Committee.

SECTION 2. All Fire Department related accidents and injuries (including vehicle accidents) will be reported to the Committee Chairman. The Chairman will call a meeting to be held monthly as needed, but at least quarterly, to investigate the accidents and injuries reported to the Chairman. The Committee will be provided with all information concerning the incident in question without breaching any confidentiality rights of the injured or involved.

SECTION 3. The Committee shall meet as deemed necessary by the Employer and the Union. After each meeting a written report shall be made and copies of the report submitted to the Fire Chief, the City's Safety Officer, the City Manager and the Union president.

SECTION 4. The majority of the Committee may cause an investigation of a reported health hazard or safety hazard. In the event that no majority decision could be reached by the Committee, then the Committee will select from the roster of the Fire Department personnel, excluding secretaries, the name of an individual to serve as a tie-breaker. The names on the roster will be placed in a container and the chairman of the committee shall draw a name from said container. The Committee will then present the issue to the person so selected for a majority decision.

SECTION 5. Committee members shall also be granted time off without loss of pay to conduct investigations of safety and health problems if deemed necessary by the Employer. Time off shall be approved by the Shift Commander provided that the granting of such leave shall not impede the operation of the Fire Department.

SECTION 6. Investigations and/or recommendations by the Committee are for the mutual objectives of the parties in protecting the safety and health of the employee(s), equipment, property, and the general public. It is understood that the Committee has no responsibility to recommend or implement any action against employees as a result of these investigations or reporting responsibilities. Such action shall remain the solely the responsibility of City management. The City Manager shall acknowledge receipt of the report from the Joint Safety and Health Committee within thirty (30) days and inform the Committee of any administrative action taken.

SECTION 7. In the event that any injury results in medical treatment beyond first aid, the Committee shall perform a root cause determination of the incident. This determination shall be initiated promptly upon receipt of relevant incident information, including the Injury Report, Supervisor's Investigation, and any available witness statements, and shall be conducted in a timely and thorough manner. Based on the findings of the root cause determination, the Committee shall prepare a written report identifying the root causes and recommending specific measures to reduce the likelihood of recurrence. This report shall be submitted to the Fire Chief within sixty (60) days of the date of the incident, unless otherwise extended by mutual agreement of the Employer and the Union. The report shall not contain any personal or identifying information of the employee involved in the incident. All findings and recommendations shall be advisory in nature and shall not constitute a basis for disciplinary action, consistent with Section 6 of this Article.

ARTICLE 12

RESIDENCY REQUIREMENTS

SECTION 1. The Employer agrees that the City of Midwest City, a municipal corporation, has a population, according to the latest federal census, in excess of fifty thousand (50,000) people.

SECTION 2. The Employer agrees to comply with 11 O.S. § 22-127 that the municipal governing body by ordinance may designate which appointed officers and employees shall reside within the municipality; but police officers, firefighters and other municipal employees need not be actual residents of the municipality where they are employed in municipalities of five thousand (5,000) population or more, according to the latest federal census.

ARTICLE 13

OFF- DUTY EMPLOYMENT and Emergency Contact

SECTION 1. Employees may engage in additional employment outside the official hours of duty. For staffing proposes during large scale emergencies, personnel are required to maintain a current number with the Fire Chief's Office at which said person can be personally contacted.

ARTICLE 14

PROMOTION AND REVIEW BOARD PROCEDURE

SECTION 1. All employees shall be entitled, after meeting certain requirements, to a fair and equitable opportunity for advancement as established herein. The goal of this procedure is to select the most qualified individual(s), for the available position(s), in an organized and orderly manner.

SECTION 2. The administration of this procedural guide will be coordinated by a promotion committee of three (3) members. The promotion committee will coordinate examination procedures and assure proper administrative controls. The promotion committee will consist of one (1) member appointed by the Union, the Human Resources Director or designee and the Fire Chief or designee. The Union appointee shall be of equal or above rank to the position being tested for, and will review the assessment center dimensions and weighting factors prior to the conducting of an assessment center. In the event that a committee member becomes temporarily or permanently unavailable, he/she will be replaced by a substitute member. The substitute member will be selected in the same manner as the member they are replacing.

SECTION 3. Fire service personnel from Midwest City Fire Department will develop and score the written and assessment centers. The Training Section, or an appropriate designee from either inside or outside the department will be responsible for developing the written test and assessment center(s) as determined by the Fire Chief. The Training Section will also be responsible for administering the assessment center(s). The Promotions Committee will meet in the last quarter of the calendar year to determine and publish the bibliography for all testing to be conducted in the next calendar year. The bibliography will go into effect on January 1 and remain in effect during the next calendar year.

SECTION 4. Examinations for all positions will be given as a position becomes vacant when possible. Notification of said examination to eligible employees will be conducted as follows:

1. A hard copy of the notification will be delivered to each fire station by the Training Section. The notification will include an eligibility list of all personnel who are qualified by this contract to participate in the promotion process.
2. The on duty Company Officer of each station will sign a form signifying that the notification was delivered. The on duty CO will then post the notification on the bulletin board in the appropriate place.
3. The sign up list will be kept at Head Quarters Fire Station and the sign up period will be 14 days not including weekends and City holidays.
4. After 14 days, the Promotion Committee will meet to discuss any variances they deem necessary to continue the process unless otherwise specified within this agreement.

All applicants for promotions in each position that qualify as outlined by position and signed-up as required will be tested and placed on the promotion sequence list, beginning with the highest total score to the lowest total qualifying score. The Shift Commander, Training Chief, Training Major, Fire Marshal, and Fire Prevention Officer Promotion list will be in force for the calendar year (reference Article 3 Section 2). The Apparatus Operator promotion list will be in force for the calendar year or until the three (3) highest scored eligible applicants (including ties) have been promoted, whichever is the longer time period. The Captain promotion list will be in force for the calendar year or until the two highest scored eligible applicants (including ties) have been promoted, whichever is

the longer time period. Department promotions will be made from the eligibility list in order of highest to lowest total scores by the Fire Chief. At no time will a member be allowed to skip a rank except where provided.

SECTION 5. Candidates that are on disciplinary suspension or probation at the time of examination will not be eligible for testing. Members who made the promotion list are not eligible for promotion if they are put on probation or suspension. If a candidate who was in the top three for Apparatus Operator or top two for Company Officer becomes ineligible for reasons previously addressed and three AO's or two CO's are promoted while he is ineligible, he will NOT be guaranteed a promotion when he returns to the list as stated in previous sections. After the designated period of disciplinary probation or suspension, the member will return to the promotion list in the same order he was listed.

SECTION 6. The examination will be comprised of two (2) distinct elements as further described. The final grade of the examination will be the total points scored on all elements plus one (l) point to be added to the final score for every year of continuous service on the Midwest City Fire Department for a maximum of 20 points**.** (All current employees will be considered continuous service. The continuous service requirement in this Article shall become effective July 1, 2002).

A. Written Test

1. The written test will consist of one hundred (100) points. Passing shall be considered seventy (70%) percent.

2. Only clear, direct questions requiring concise answers will be used. Neither trick questions nor ambiguous questions will be part of the written test.

B. Assessment Center

1. The Assessment Center will consist of elements that will total one hundred (100%) percent equal to written test.

2. The Fire Chief shall assemble a list of eligible assessors from within the Midwest City Fire Department. The list shall consist of those members of the Midwest City Fire Department of equal rank or above and have held the position for at least one year for the position being tested for. The list shall then be submitted to the Human Resources Director who will select from the list three (3) individuals and one (1) alternate to act as the assessor for the Practical Assessment Center. The assessment center(s) will then be scored by the three (3) the assessors will submit a score for each candidate during each assessment using an assessment form agreed upon by the promotion committee. At the conclusion of the assessment center, the assessors will submit their final scores in a Final Dimension Summary form agreed upon by the promotion committee, which shall be tabulated as follows:

a. The assessors' scores shall be within one (1) point of each other before any final scores are tabulated in the final dimension summary.
    i. Example of the scoring: acceptable (1-2-2),(6-6-7), unacceptable (3-4-5), (5-5-7)
b. Assessor's scores are then averaged and calculated into a percentage and totaled.

SECTION 7. Employee receiving the highest score from totals of the written examination, assessment center(s), years of service, and review board (if applicable) will be totaled and the employee's name will be placed on the eligibility list. In the event of a tie, the person with the most seniority will be advanced first.

SECTION 8. Applicants will be given a control identification number at the beginning of the written examination. Applicants will be told to write this number down for use during the selection period.

All applicants may review the correct answers to the written test from the conclusion of the testing process for one and one half days following the examination. Any protest of the written test must be filed during this period with the Human Resources office. After the posting of the test results, all applicants will be allowed to review their written and/or practical factor examination where appropriate.

SECTION 9. Eligibility - Firefighter (Corporal)

Applicants shall be required to have been employed with this Department for a minimum of three (3) continuous years performing the duties as firefighter. Applicants must be certified relief drivers by the Midwest City Fire Department training standards and be certified as an IFSAC or Pro Board Instructor I.

SECTION 10. Eligibility - Sergeant (Apparatus Operator)

Applicants shall be required to have held the position of Corporal with this Department for a minimum of two (2) years performing the duties as Corporal. Applicants must be certified Relief Drivers by the Midwest City Fire Department training standards and be certified as an IFSAC or Pro Board Fire Officer I. Once the successful candidate has been placed on the Apparatus Operators Promotion list, the candidate will complete the Apparatus Operators Academy within six (6) months.

SECTION 11. Eligibility – Lieutenant (Apparatus Operator)

Applicants shall be required to have been employed with this Department for a minimum of seven (7) continuous years. Applicants must have held the position of Sergeant for a minimum of two (2) years. Applicants must also attend a one-week Midwest City Fire Dept. Lieutenants Academy (to be held once annually as needed) prior to entry into this rank.

SECTION 12. Eligibility – Captain (Company Officer) Applicants shall be required to have been employed with this Department for a minimum of seven (7) continuous years. Applicants must have held the position of Sergeant for a minimum of two (2) years. Applicants must be certified as an IFSAC or PRO-Board Officer II. Once the successful candidate has been placed on the Captain Promotion list, the candidate will complete the Captain Academy within six (6) months

SECTION 13. Eligibility – Major (Company Officer)

Applicants shall be required to have been employed with this Department for a minimum of nine (9) continuous years. Applicants must have held the position of Captain for a minimum of two (2) years. Applicants must be certified as an IFSAC or Pro Board Instructor II and have successfully completed a Fire Causes Determination class approved by the Fire Chief. Applicants must also attend a one-week Midwest City Fire Dept. Majors Academy (to be held once annually as needed) prior to entry into this rank.

SECTION 14. Eligibility - Shift Commander

Applicants shall be required to have been employed with this Department for a minimum of nine (9) continuous years. Applicants must have held the position of Captain for a minimum of two (2) years. Applicants must be certified as an IFSAC or Pro Board Instructor II and have successfully completed ICS 300 and ICS 400. Any applicant attaining the position of Shift Commander must be certified as an IFSAC or Pro Board Officer III within one (1) year of attaining the position.

SECTION 15. Eligibility – Training Captain

Applicants shall be required to have been employed with this Department for a minimum of six (6) continuous years. Applicants must have held the position of Sergeant for a minimum of one (1) year. Applicants must be certified as an IFSAC or Pro-Board Instructor 1 and Fire Officer 1. Any applicant attaining the position of Training Captain shall complete the approved Midwest City Fire Incident Command training and obtain certification as Instructor II within one (1) year of attaining the position.

SECTION 15~~5~~6. Eligibility - Training Chief

Applicants shall be required to have been employed with this Department for a minimum of nine (9) continuous years. Applicants must have held the position of Captain for a minimum of two (2) years. Applicants must be certified as an IFSAC or PRO-Board instructor II and have successfully completed ICS 300 and ICS 400. Any applicant attaining the position of Training Chief must be certified as an IFSAC or Pro Board Officer III within one (1) year of attaining the position. Any applicant attaining the position of Training Chief must successfully complete the “Blue Card” Incident Command Certification Instructor Program within one year of attaining this position.

SECTION 16~~7~~. Eligibility - Fire Prevention Officer

Applicants shall be required to have been employed with this Department for a minimum of three (3) continuous years. Applicants must be certified as an IFSAC or Pro Board Officer I. Any applicant attaining the position of Fire Prevention Officer must be certified as an IFSAC or Pro Board Inspector I and successfully complete a fire investigation training within one (1) year of attaining this position as approved by the Fire Chief.

~~***New changes to Sections 17 and 18 shall be effective July 1, 2023.***~~

SECTION 17~~8~~. Eligibility – Assistant Fire Marshal

Applicants shall be required to have been employed with this Department for a minimum of three (3) years as a Fire Prevention Officer. Applicants must be certified as an IFSAC or Pro Board Officer II or hold a Bachelor's Degree, and be certified as an IFSAC or Pro Board Inspector II.

SECTION 18~~9~~. Eligibility - Fire Marshal

Applicants shall be required to have been employed with this Department for a minimum of seven (7) years. Applicants must have held the position of Fire Prevention Officer for a minimum of one (1) year and/or have held the rank of Captain or above for one (1) year. Applicants must be certified as an IFSAC or Pro Board Instructor II or hold a Bachelor's Degree, and have successfully completed ICS 300 and ICS 400. Any applicant attaining the position of Fire Marshal must be certified as an IFSAC or Pro Board Officer III within one (1) year of attaining the position. Any applicant attaining the position of Fire Marshal must successfully complete fire inspection and investigation training within one (1) year of attaining this position as approved by the Fire Chief.

SECTION ~~19~~20. If fewer than two (2) applicants apply for any position where eligibility is set forth in this Agreement, the promotion committee will make variances as necessary. If a variance for time in rank is made, the successful applicant must maintain the promoted rank for four (4) years before being eligible for promotion to the next higher rank.

SECTION 20~~1~~. Promotion Following Reduction in Rank

A. Any person voluntarily taking a reduction in rank shall be eligible, without penalty, to test for that next rank for which he was eligible before reduction.

B. Any person who is involuntarily reduced in rank shall be eligible after six (6) months to test for the next rank above the one to which he was demoted.

SECTION 21~~1~~2. Rank and Classification

When an employee is promoted to a higher rank, excluding those employees being reclassified from Firefighter to Senior Firefighter, he shall be advanced to Step "1" of the new rank. Promoted employees will assume a new anniversary date commensurate with the promotion. Firefighters who are reclassified to Senior Firefighter will be placed in Step "1" of the new rank and will retain their anniversary date.

SECTION 22~~2~~3. Promotion Review Board

1. The Review Board applies only to promotions for the ranks of Shift Commander, Training Chief, Training Major, Fire Marshall and Fire Prevention Officer.

2. After passing the written test, each candidate will appear before a promotion review board consisting of three (3) Assistant Chiefs (at least two being Shift Commanders) and the Fire Chief. The candidate will be evaluated for one and/or all the following factors: work habits, performance under stress, initiative, motivation, and leadership, ability to delegate to fellow workers, appearance and review of the personnel file.

3. The review board will assess 0 – 20 points for these factors as follows:

1. Fire Chief will award 0-10 points.
2. Assistant Chiefs will award an averaged total of 0-10 points individual scores must be within a range of one (1) point from each other's score.

ARTICLE 15

GRIEVANCE PROCEDURE

SECTION 1. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement. The Union or any employee or employees covered by this Agreement may initiate a grievance within ten (10) calendar days of the act or actions giving rise to the grievance, or within ten (10) calendar days from the date knowledge is gained of such act or actions, in accordance with the following procedure.

SECTION 2. The Union president or his designee may report an impending grievance to the Fire Chief in order to forestall its occurrence.

SECTION 3.

Step 1: Any employee with a grievance shall utilize the grievance form (located in the back of the CBA or on the Fire Dept. X Drive) to submit his/her grievance to their AC. The Local president or designee may be present at said discussion if the employee so requests. The AC shall give his/her response to the employee within six (6) calendar days. The Fire Chief will be notified of all grievances and potential grievances within twenty four (24) hours and will be forwarded a copy of the original grievance form along with the AC's written response to the employee.

Step 2 If the grievance is not resolved in Step 1 above, the employee shall have the right to submit his/her grievance in writing utilizing a copy of the original grievance form that they submitted to their AC within six (6) calendar days citing the article of the contract violated, and the remedy requested to the Fire Chief. The Fire Chief shall submit his answer in writing within six (6) calendar days.

Step 3 If the grievance is not resolved in Step 2, the grievance shall be submitted in writing and will include a copy of the original grievance form with any additional information within six (6) calendar days to the Labor Relations Officer. The Labor Relations Officer shall meet with the Fire Chief, the aggrieved employee and a grievance committee of the Union within ten (10) calendar days from receipt of the grievance. The Labor Relations Officer will submit a written response which will include a copy of the original grievance form and any additional information to the employee and the Union within six (6) calendar days of the meeting.

Step 4 If the grievance is unresolved after receipt of the answer from the Labor Relations Officer, the grievance may be submitted in writing and will include a copy of the original grievance form and all additional information gathered through the process to the City Manager within six (6) calendar days. The City Manager shall review the grievance and give his/her written response which will include a copy of the original grievance form and all additional information within six (6) calendar days.

SECTION 4. If the grievance is unresolved after receipt of the answer from the City Manager, either party by mutual agreement may request impartial Mediation to resolve the matter. A request for Mediation will be made with the Federal Mediation and Conciliation Service within ten (10) calendar days of the City Manager's decision. If the matter is not resolved through Mediation the Union may request that the matter be submitted to impartial arbitration.

SECTION 5. The request for impartial arbitration shall be made in writing and be submitted to the City Manager within ten (10) calendar days from receipt of the City Manager's and/or the Mediator's grievance answer. Within ten (10) calendar days from

receipt of the request for arbitration, the parties shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service.

4. Within five (5) calendar days from receipt of such panel, a representative of the Union and the City shall meet or discuss and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name.

5. The date of the Arbitration Hearing shall be set (for some future hearing date) within ten (10) calendar days from the date the arbitrator is notified of his selection.

6. Within ten (10) days after the conclusion of the hearing which shall begin after completion of the briefing period, if any, of twenty (20) days, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Union and the Employer.

D. The arbitrator's authority shall be limited to the interpretation and application of the terms of the Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or part, any provision of this Agreement or any supplements thereto or amendments thereof, nor shall any wage structures or structures of job classification be subject to arbitration. This shall not preclude individual wage grievances. The arbitrator shall only consider and make a decision with respect to the specific issues submitted to him/her by the parties and shall have no authority to make a decision on any issue not so submitted.

E. With respect to the interpretation, enforcement or application of the provisions of this Agreement, which do not relate to the statutory and Charter authority of the Employer, the decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement to the extent the arbitrator's decision is in accordance with the provisions of this section.

F. The cost of the impartial arbitrator shall be shared equally between the Union and the Employer. If a transcript of the proceedings is requested, then the party so requesting shall pay for it unless the parties mutually agree they each want a copy and will therefore share in the costs equally.

SECTION 6. All time limits set forth in this Article may be extended by mutual consent but, if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he shall have no further right to continue the grievance.

SECTION 7. It is specifically and expressly understood that filing a grievance under this Article, which has as its last step final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties, the Union or other representatives of the party to litigate or otherwise contest the last answer rendered through the Grievance procedure in any court or other appeal forum.

ARTICLE 16
VACATION LEAVE

SECTION 1. All employees covered by this Agreement shall be entitled to vacation leave at the following rates:

A. Employees working ~~eight (8) hour shifts~~ a 40-hour workweek:

Length of Service	Leave Accrual Rates
12-59 Months	4.2 hrs per pay period
60-119 Months	5.1 hrs per pay period
120-179 Months	6.0 hrs per pay period
180-239 Months	7.0 hrs per pay period
240 Months or More	7.85 hrs per pay period

B. Employees working twenty-four (24) hour shifts:

Length of Service	Leave Accrual Rates
12-59 Months	6.05 hrs per pay period
60-119 Months	7.43 hrs per pay period
120-179 Months	8.82 hrs per pay period
180-239 Months	10.20 hrs per pay period
240 Months or more	11.59 hrs per pay period

SECTION 2. Vacation time taken off normal work will be charged at the rate of twenty-four (24) hours for each shift off for twenty-four (24) hour workers and ~~eight (8) hours~~ the regular number of shift hours off for ~~eight (8) hour~~ 40-hour workweek workers. No more than one hundred forty-four (144) hours of vacation may be taken in succession by firefighters working twenty-four (24) hour shifts, and no more than ~~ninety-six (96)~~ one hundred (100) hours in succession may be taken by ~~eight (8) hour~~ 40-hour workweek workers.

SECTION 3. When a holiday occurs during the vacation period, an additional day off will be allowed. However, additional days off will not be allowed for any other reason. Vacation leave should be taken during the year when it is earned but it can be accumulated from one year to the next, not to exceed three hundred (300) working hours for twenty-four (24) hour workers and not to exceed two hundred sixteen (216) hours for

~~eight (8) hour~~ 40-hour workweek workers. At the end of the contract year, a maximum of twenty-four (24) hours of accumulated leave in excess of three hundred (300) hours for 24 hour workers and a maximum of twenty-four (24) hours of accumulated leave in excess of two hundred sixteen (216) hours for ~~eight (8) hour~~ 40-hour workweek workers shall be paid at the straight rate of hourly pay through June, 2008.

SECTION 4. If an employee has unused vacation time and separates from the municipal service, he shall be paid for his accumulated vacation leave.

ARTICLE 17

INJURY LEAVE

SECTION 1. Any employee who is injured on the job shall be eligible for injury leave with pay to the extent of six (6) calendar months for each new separate injury, and such leave is not charged against the employee's accrued leave. While on injury leave the members of the bargaining unit will continue to accrue leave; additionally, any extension of injury leave or leave accruals beyond six (6) months shall be subject to the City Manager's approval.

SECTION 2. The employee's eligibility for injury leave with pay shall be dependent on compliance with Title 11 and Title 85 of the Oklahoma Statutes, Oklahoma Firefighters Pension and Retirement System, additions and amendments.

SECTION 3. Employees on injury leave shall be in compliance with provisions or restrictions of their doctor or physician in all aspects of their outside employment or personal activities.

Any violation of this section shall be dealt with according to the terms of Title 85, Oklahoma Statutes, and Title 11, Oklahoma Firefighters Pension and Retirement System, additions and amendments.

ARTICLE 18

SICK LEAVE

SECTION 1. Sick leave is accrued from the day of original appointment. Sick leave shall be granted for the following reasons:

7. Personal illness or physical incapacity, resulting from causes beyond the employee's control.

8. Medical, dental or optical appointments not to exceed four (4) hours each.

9. Sickness or medical treatment of a member of the employee's household that requires the employee's personal care or attention.

SECTION 2. Employees working 24-hour shifts shall accrue sick leave at the rate of 7 hours per pay period. Employees working 24-hour shifts may accumulate up to a maximum of one thousand, three hundred and fourteen (1,314) hours and shall be paid for accumulated hours over 1,314.

SECTION 3. Employees working a 40-hour workweek shall accrue sick leave at the rate of 3.70 hours per pay period. Employees working a 40-hour workweek may accumulate up to a maximum of nine hundred sixty (960) hours and shall be paid for accumulated hours over 960.

SECTION 4. 24-hour employees who have accumulated hours over the maximum shall be paid at 40% of the employee's regular hourly rate of pay for each hour accumulated over the maximum and shall be paid bi-weekly. 40-hour employees who have accumulated hours over the maximum shall be paid at 50% of the employee's regular hourly rate of pay for each hour over the maximum and shall be paid bi-weekly.

SECTION 5. Statement of Attending Physician. Sick leave with pay in excess of three (3) consecutive work days shall be granted only after presentation of a written statement by a licensed physician certifying that the employee's condition prevented him from performing the duties of his position. In cases were abuse of sick leave is suspected a statement for sickness from a health care provider may be required after one (1) shift at the discretion of the Fire Chief. When a statement of sickness is required the employee shall be notified the day of the occurrence.

SECTION 6. Upon termination of employment

A. Upon termination of employment with less than ten (10) years of continuous employment, no payment shall be made to the terminating employee for unused sick leave.
B. Upon termination from employment after ten (10) years of continuous employment for any reason, the terminating employee shall receive payment for accrued sick leave. The employee's sick leave bank balance shall be paid to the employee at fifty percent (50%) of the employee's regular hourly rate of pay.
C. If an employee dies in the line of duty, the deceased employee's sick leave bank balance shall be paid to the deceased employee's named beneficiary at the deceased employee's regular hourly rate. A death in the line of duty shall be defined as follows:
    i. A death in the line of duty occurs when suffered in the performance or discharge of a duty required of the employee as an active member of the City of Midwest City Fire Department.

SECTION 7. Employees who separate from the City with an on-the-job injury or after twenty (20) years of continuous service shall be paid for accumulated hours up to the maximum at the rate of one-half (1/2) days' pay for each shift.

SECTION 8: Employees transferring from twenty four (24) hour shift to a 40-hour workweek shall be paid for any accrued sick leave over the maximum allowed accrual of a 40-hour workweek employee at the rate of one half (1/2) days' pay for each twenty four (24) hours.

ARTICLE 19

EMERGENCY LEAVE

SECTION 1. Emergency–leave with pay shall be granted for the following reasons. A serious sickness, reviewed on a case-by-case basis by the Fire Chief; an unscheduled hospitalization of a member of the employee's or their spouse's immediate family that requires an employee's personal care or attention; an emergency relating to a member of the employee's or their spouse's immediate family which requires immediate action; or the death of a member of the employee's or the employee's spouse's immediate family (parents, grandparents, brothers, sisters, sons, daughters, spouse, father-in-law, mother-in-law, son-in-law, daughter-in-law, dependent members of the employee's household and, in the case where the employee was raised by persons other than natural parents, those persons who acted in the capacity of natural parents).

SECTION 2. In the event an employee is notified of the impending death of those listed as immediate family, emergency leave shall be granted, subject to the limitations noted herein.

SECTION 3. Maximum number of days at a time allowed for 24 hour shift workers is two (2) shifts and the maximum number of working days allowed per calendar year is four (4). The maximum number of working days at a time allowed for 8 hour shift workers is three (3) and the maximum number of working days allowed per calendar year is seven (7).

SECTION 4. Additional emergency leave may be granted at the department head's discretion.

SECTION 5. When there is a death in the family of the employee of a person other than those stipulated as immediate family in Section One (1) above, an employee may be granted one shift of emergency leave with pay.

ARTICLE 20

VEHICLE LIABILITY INSURANCE

The Employer shall provide liability insurance protection for every employee responsible for the operation of fire apparatus and/or any other city owned vehicle. The cost of such protection will be paid for by the Employer, subject to limits established by the Employer and subject to the legality of Employer paying same, provided such employee can be insured, and at the same rate as other City employees.

ARTICLE 21

HOLIDAY LEAVE

SECTION 1. 24-Hour Shift Employees:

A. All 24-hour shift employees covered by this Agreement are entitled to a total of 240 hours of Holiday Leave per year.

B. If an employee separates from City employment during the term of the contract, Holiday Leave shall be computed as accruing 9.23 hours in each of 26 pay periods throughout the year.

C. Twenty four (24) hour shift employees completing their probationary year shall have their Holiday Leave computed as accruing 9.23 hours in each of the twenty six (26) pay periods remaining in the fiscal year.

D. Employees may take Holiday Leave in .25 hour increments.

E. All 24-hour shift employees are required to use a minimum of 144 hours of Holiday Leave each year. Holiday Leave hours not used by the employee will be paid to each employee at the rate of straight time. Employees may elect to be paid for up to forty eight (48) hours in the first paycheck of December and/or up to 96 hours in the second pay check in June.

The City and the Union agree that the work schedule on Veteran's Day and September 11th in remembrance of Patriot Day will be the same as a weekend work schedule. The morning work schedule will be utilized for applicable safety-training.

SECTION 2. ~~8-Hour and 10-Hour Shift Employees~~40-Hour Workweek Employees:

A. All ~~8-hour shift employees covered by this Agreement are entitled to eighty (80) hours of Holiday Leave per year. All 10-hour shift~~ 40-hour workweek employees covered by this agreement are entitled to one hundred (100) hours of Holiday Leave per year. The authorized Holiday Leave days are as follows:

New Years' Day	Thanksgiving Day
Memorial Day	The day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

Two additional days of each employee's choosing

If an authorized Holiday Leave falls on an employee's regularly scheduled day off, the employee must select another day during that year as a substitute for the authorized Holiday Leave Day. If an authorized Holiday Leave falls on a Saturday or Sunday, the preceding Friday or the following Monday, respectively, shall be the authorized Personal Time off.

B. If ~~an 8-hour/10-hour~~ a 40-hour workweek employee separates from City employment during the term of the contract, Holiday Leave shall be computed as accruing ~~3.08/~~3.85 hours respectively in each of the twenty-six (26) pay periods throughout the year.

C. Employees working ~~8-hour/10-hour~~ a 40-hour workweek and completing their probationary year shall have their Holiday Leave computed as accruing ~~3.08/~~3.85 hours respectively in each of the twenty-six (26) pay periods remaining in the fiscal year.

D. Employees may take Holiday Leave in .25 hour increments.

E. All ~~8-hour/10-hour~~ 40-hour workweek shift employees are required to use a minimum of ~~64/~~80 hours respectively (those named in Section A or an approved alternate) of Holiday Leave each year. Holiday Leave hours not used by the employee will be paid to each employee at the rate of straight time. ~~8-hour/10-hour shift~~ 40-hour workweek employees may elect to be paid for up to ~~8/~~10 hours in the first paycheck in December and/or up to ~~16/~~20 hours in the second paycheck in June, respectively.

ARTICLE 22

LONGEVITY

Longevity pay is made in recognition of an employee's tenure and faithful service to the City. Longevity pay is computed as follows:

Employees shall be eligible to receive the following longevity benefit at the beginning of their 4th year (37th month) of service based on the employee's hire date. With the following Longevity table:

	Years of Service		Annual Longevity Pay		Per Payday Longevity Pay
$150.00	4		$600.00		$23.08
$150.00	5		$750.00		$28.85
$150.00	6		$900.00		$34.62
$150.00	7		$1,050.00		$40.38
$150.00	8		$1,200.00		$46.15
$150.00	9		$1,350.00		$51.92
$150.00	10		$1,500.00		$57.69
$150.00	11		$1,650.00		$63.46
$150.00	12		$1,800.00		$69.23
$150.00	13		$1,950.00		$75.00
$150.00	14		$2,100.00		$80.77
$150.00	15		$2,250.00		$86.54
$150.00	16		$2,400.00		$92.31
$150.00	17		$2,550.00		$98.08
$150.00	18		$2,700.00		$103.85
$150.00	19		$2,850.00		$109.62
$150.00	20		$3,000.00		$115.38
$150.00	21		$3,150.00		$121.15
$150.00	22		$3,300.00		$126.92
$150.00	23		$3,450.00		$132.69
$150.00	24		$3,600.00		$138.46
$150.00	25		$3,750.00		$144.23
$150.00	26		$3,900.00		$150.00
$150.00	27		$4,050.00		$155.77
$150.00	28		$4,200.00		$161.54
$150.00	29		$4,350.00		$167.31
$150.00	30		$4,500.00		$173.08

This payment will be in addition to an employee's base pay and will be received on the same checks he receives for his normal pay.

ARTICLE 23

UNIFORM AND MAINTENANCE ALLOWANCE

SECTION 1. Employees shall provide a flashlight and batteries, suitable boots and/or shoes for all uniforms and maintenance of uniforms (not including any part of turn-out clothing or firefighting related gear) at their own expense.

SECTION 2. The Employer shall repair or replace with like kind and quality any timepiece damaged or destroyed in the line of duty to a maximum of two hundred dollars ($200) per incident.
SECTION 3. The employer shall reimburse employees for damage or destruction of cell phones up to three hundred and twenty five dollars ($325.00).

SECTION 4. The Employer agrees to replace prescription eyeglasses or contact lenses damaged or destroyed in the line of duty at full value, up to four hundred dollars ($400).

SECTION 5. Repair or replacement must be due to job required activities. Repair or replacement must not be due to employee neglect.

SECTION 6. In recognition and appreciation of their dedicated service to the Midwest City Fire Department, employees covered by this collective bargaining agreement will have the right to purchase his or her Structural Firefighting Helmet upon promotion or retirement. The employee will pay 10% of the original purchase price multiplied by the remaining years of life for the Helmet. A minimum of 10% of the original purchase price of the Helmet will be paid by the employee regardless of the remaining service life of the Helmet. NFPA Standard 1851 sets the service life of structural firefighting Helmets at ten (10) years from the date of manufacture.

The employee will have the right to purchase their badge and/or collar brass upon promotion or retirement for the “replacement price” of either or both items.

Employees who are terminated for disciplinary reasons will forfeit these rights.

ARTICLE 24

WAGES

SECTION 1. The pay plan contained in Addendum “A” attached to this Agreement shall ~~include a 6.0% COLA be implemented effective July 1, 2022; the pay plan contained in Addendum “B” reflects a 3.0% COLA effective July 1, 2023, and shall run the term of this contract~~. include the $.4328 in all Fire Prevention Steps to reflect movement of the Inspections and Investigation incentive to the pay plan. Additionally, Addendum “A” includes a 2.0% across the board increase.

ARTICLE 25

INCENTIVE PAY

SECTION 1. The Employer agrees to pay $10.00 per pay period to registered EMT Intermediate/Advance and $20.00 per pay period to registered EMT Paramedics covered under this collective bargaining agreement. . Provided, however, such payment shall be made only as long as the employee maintains the required certification or registration according to the State of Oklahoma Department of Health requirements. Such payment shall be made only as long as the employee maintains the required certification or registration according to State of Oklahoma Department of Health requirements.

SECTION 2. ~~The Employer agrees to pay $34.62 per pay period to those employees who are assigned to the Prevention Section and who have completed inspection and investigation training as approved by the Fire Chief. The Employer further agrees to pay $23.08 per pay period to those employees who are assigned to the Operations Section of the Fire Department who have completed Inspection and Investigation training as approved by the Fire Chief. Such payment shall be made only as long as the employee completes eight (8) hours per year of continuing education in the field of inspections and/or investigations, which continuing education shall be at the Employer's expense.~~

Note: Members of Fire Prevention Division will receive $.4328 per hour increase in all position steps. Members of the Suppression division currently receiving this incentive will continue to receive the incentive until their separation date.

SECTION 3. The City agrees to pay $30.00 per pay period to those employees who possess an Associate Degree or $40.00 per pay period to those employees who possess a Bachelor's Degree or $50.00 per pay period to those employees who possess a Master's Degree. The degree must be acquired from an accredited college or university. Only the highest degree possessed will be paid for; provided, that those employees eligible to receive compensation under this section shall not include employees who have elected to participate in the City tuition reimbursement program.

SECTION 4. ~~The City agrees to pay $23.08 per pay period to certified EMS Instructors as long as they are performing those duties not to exceed one per shift. One of the EMS Instructors will be assigned as EMS coordinator by the Fire Chief. The City agrees to pay $23.08 per pay period to one EMS Coordinator as long as he is performing those duties.~~

Note: See Section 6

SECTION 5. The Employer agrees to pay $46.15 per pay period to certified Hazardous Materials Technician Level Responders. Such payment shall be made as long as the employee completes 8 hours of continuing education each year as required and provided by the Midwest City Fire Department Training Section.

SECTION 6. The Employer agrees to pay $30.00 per pay period to those employees who serve on each of the following committees: Safety, ~~Training/~~EMS, ~~Special Ops/SCBA~~ SCBA, Special Ops, Apparatus, and Honor Guard.

The Employer also agrees to pay $30.00 per pay period to each Assistant Chief serving as Committee Director. This payment is not accumulative based on number of committees served.

SECTION 7. The employer agrees to pay $72.70 per pay period for those employees assigned to the duties of acting Shift Commander (Ride-Out) as designated by the Shift Commander with one per shift.

Section 8. The employer agrees to pay each member of the bargaining unit $450 for successful completion of the SCBA Endurance Course ~~and/or $450 for the successful completion of the annual Functional Capacity Exam~~. These monies will be figured at the end of the contract year and shall be paid on the second payday in July.

ARTICLE 26

MINOR MAINTENANCE

Minor maintenance is considered to be the normal upkeep of station equipment, apparatus and department vehicles as now performed by department personnel.

ARTICLE 27

DUES AND SUBSCRIPTIONS

A. The Employer agrees to pay, based on individual employees' written authorization and direction, the Oklahoma State Firefighters Association (OSFFA) dues for members of the bargaining unit.

B. The Employer agrees to pay the registration fees for all delegates to the annual OSFA convention. Employees serving as delegates for the annual OSFA convention shall be allowed training leave starting Wednesday morning at 7:00 a.m. and ending at the conclusion of the convention on Saturday. Employees are required to attend all meetings and activities associated with the convention.

ARTICLE 28

HEALTH BENEFITS

SECTION 1. Effective July 1, ~~2022~~ 2025, the Employer agrees to pay the employees covered by this Agreement enrolled in the Health Plan ~~*Preferred*~~ *Advantage PPO Network* ~~$239.77~~ $267.40 for the employee, or ~~$462.42~~ $525.27 for the employee and their dependent spouse, or ~~$310.57~~ $356.14 for the employee and their dependent child(ren), or ~~$615.63~~ $695.79 for the employee and all dependents in 24 of their 26 paychecks per year, which amount includes rollup, for employee and dependent health benefits.

~~Effective July 1, 2023, the amounts listed above shall be modified in accordance with the amounts to be established by the Insurance Committee and approved by the City Council for FY 2023-2024.~~

~~Effective July 1, 2024, the amounts listed above shall be modified in accordance with the amounts to be established by the Insurance Committee and approved by the City Council for FY 2024-2025.~~

SECTION 2. On January 1, 1999, all of the employees covered by this agreement will participate in the City Employees' Health Benefits Plan as new participants. The benefits and premiums will be non-negotiable. Premium payments will be made through the cafeteria plan.

SECTION 3. The Employer recognizes its responsibility under 51 O.S. section 151 et. Seq. to indemnify employees from certain claims arising out of the performance of their duties and from the costs and expense incurred in defending said claims. The Employer states its intention to adhere to said statutory requirements.

SECTION 4. During the Contract year in the event that the Internal Revenue Service (IRS) issues any regulations or additional guidance that affects the Employee Health and Benefit Plan overall costs and/or premiums, the parties agree to reopen negotiations on Article 28 for the sole purpose of modification to the premium that is referenced in section one of the article.

In the event that there are increases to the costs of the Employee Health and Benefits Plan during the contract year, the City agrees to pay half the increase cost associated to the premiums by tier, with the employee paying the remaining half.

Additionally, the City agrees to the following provisions as concerns future employee and/or dependent insurance premium increases:

1. The City Manager will notify Local 2066, in writing, of any premium increase recommendations of the Insurance Committee that are being taken to the City Council for approval.

2. Said notification will specify the exact dollar amount of increase for the employee premium and/or for the dependent premium being recommended to the Council.

3. The written notice shall be delivered to Local 2066 prior to the date of the premium increase recommendation being presented to the City Council for approval.

Said written communication will not be intended to change in any manner any other relationship of the parties in regards to the health insurance programs or premiums, but will simply serve to give Local 2066 prior notice of the Health Insurance Committee's recommendations to the Council for approval.

ARTICLE 29

LIFE INSURANCE

SECTION 1. The Employer shall provide life insurance for members of the Fire Department with a basic benefit of fifty thousand dollars ($50,000) and a double indemnity benefit for accidental death in the amount one hundred thousand dollars ($100,000).

SECTION 2. To have optional life insurance extended to members of the bargaining unit, the Union must have 100 percent (100%) of members elect to participate. The Employer shall pay fifty percent (50%) of any premium with the employee paying the remaining fifty percent (50%).

ARTICLE 30

HEALTH PHYSICAL

SECTION 1. The Employer agrees to pay the cost of a physical examination for employees. The Department will be divided as equally as possible into one-thirds (1/3) and in any given year one-third (1/3) of the department will be given the opportunity to attend an annual physical examination regardless of age.

The physical shall coincide with the needs of the physical fitness program. The physical shall consist of the following:

- History and physical
- Audiometric Testing
- Comprehensive Metabolic Panel (14) to include CBC and Lipid Battery (chemistry profile)
- X-Ray chest and spine
- Lumbar-sacral spine X-ray at Employees Discretion
- Pulmonary function exam

- 12 Lead EKG and Exercise Treadmill Test
- Digital Prostrate Exam and PSA (if over 30)
- Static and Isoinertial Testing of Arm/Pull and Lifting tests
- A testicular exam for all male employees regardless of age
- Hepatitis C antibody screen
- Hepatitis B antibody screen
- Tdap immunization
- MMR Booster immunization at the employee's discretion
- Hepatitis A vaccination at the employee's discretion
- HIV Screen
- Calcium Scoring Test for all employees over 40
- Total Testosterone Test

SECTION 2. If the Employer has reasonable cause to question a firefighter's physical fitness (health) to perform his/her assigned responsibilities, it may elect to require the individual to submit to a special physical examination at the Employer's expense or notify the individual employee of the necessity to review the results of the physical examination provided herein. If the employee refuses to release such results, the issue will be resolved through the grievance procedure, including arbitration, with the cost being borne equally by both parties.

SECTION 3. The City of Midwest City encourages employees to get an annual and age-appropriate physical through their primary care physician (PCP) or preferred healthcare provider. In accordance with the Patient Protection and Affordable Care Act (ACA), such an annual physical or wellness exam shall be covered by the health plan without any cost to the employee. The employee shall communicate with their PCP that they are requesting an annual physical covered by the ACA. Services performed outside the scope of the routine physical or wellness exam may have costs to the employee associated with the services (e.g., treatment for a muscle ache, soreness, illness, or other specific issue addressed at the same appointment as the annual physical or wellness exam).

ARTICLE 31

WORKING ON PERSONAL PROPERTY

Members of the bargaining unit shall be allowed, with the approval of the immediate supervisor, to work on personal items after regular working hours are over, provided there is no Fire Department business to be done. This type of activity may be performed under the following conditions:

A. Work will not constitute a major overhaul of personal property.
B. Work shall be limited to projects of a non-compensatory nature.
C. No City equipment or supplies will be used.

ARTICLE 32

HOURS OF WORK

SECTION 1. Personnel assigned to the Suppression Division shall work 24-hour shifts on a 2912 hours per year in a twenty- seven (27) day work period under the three-platoon system. The 27 day work period will contain 216 hours of work of which 204 will be considered FLSA "straight time." The 24-hour shift shall commence at 0700 hours.

SECTION 2. ~~Personnel assigned to the Training Division shall work 8-hour shifts on a forty (40) hour average week in a 28-day work period~~. Personnel assigned to the Training Division shall work a forty (40) hour average week in a 28 day work period under a two-platoon system. An exception to these hours of work may be necessary to address specific training activities as recommended by the Chief of Training, and as approved by the Fire Chief.

SECTION 3. ~~Personnel assigned to the Fire Prevention Division shall work 10-hour shifts on a forty (40) hour average week in a 28-day work period under a two-platoon system. The work week will be comprised of four (4) consecutive days on duty and three (3) consecutive days off duty. The days off shall be limited to Friday, Saturday, Sunday, or Saturday, Sunday, Monday.~~ Personnel assigned to the Fire Prevention Division shall work a forty (40) hour average week in a 28 day work period under a two-platoon system. An exception to these hours of work may be necessary to address specific fire prevention activities as recommended by the Fire Marshal, and as approved by the Fire Chief.

ARTICLE 33

OVERTIME AND CALLBACK

SECTION 1. Overtime and callback for emergencies will be paid at the rate of time and one-half in dollars or compensatory time in accordance with FLSA regulations. Voluntary overtime for constant manning will be paid at time and one-half in dollars.

SECTION 2. Required off-duty training or meetings will be paid at time and one-half in dollars or compensatory time in accordance with FLSA regulations.

SECTION 3. Departmental personnel assigned to "on call status" shall be compensated at the rate of one and one-half times his rate of pay for a minimum of 2 hours if called back. Compensation shall be paid in accordance with FLSA regulations.

SECTION 4. At the discretion of the City Manager, employees may receive payment for overtime service. Rates of overtime pay shall be either at straight time or time and one-half their regular rate of pay for hours in a pay period. Whether an employee receives

straight pay or time and one-half pay (or time) will depend on whether he or she was on normal work status during the entire pay period as described below:

Overtime Determination

Normal Work Status: At the end of the pay period, OT1 (straight time pay or compensatory time) or OT2 (time and one-half pay or compensatory time) shall be authorized depending on whether the employee was on normal work status during the entire pay period. An employee shall be considered on normal work status for any of the following:

1. When on duty performing assigned tasks
2. Vacation time
3. Civil or military leave
4. Holidays
5. Training leave
6. Compensatory time
7. Sick leave (if used for a doctor's appointment and approved by supervisor at least 72 hours in advance)
8. Blood leave
9. Union Leave
10. Voting Leave
11. Injury Leave
12. FMLA Hours

If an employee performs work in excess of his regularly scheduled hours in his normal pay period and are covered by the above normal work status criteria, overtime shall be compensated at the rate of time and one-half. The 12 hours of FLSA overtime in each 27 day period will be compensated at 1 ½ times the employee's base rate of pay. Employees' base rate of pay will include wage augments such as longevity pay, incentive pay, degree pay etc. Because the annual salary is divided by 2912 hours to compute a 24 hour worker's hourly wage, the "straight time" for these 12 hours has already been paid. The employee will therefore be compensated with the ½ portion of the base rate X the hours of FLSA overtime for each pay period.

Non-Work Status: An employee is considered not to be on normal work status for the following:

1. Unauthorized leave
2. Sick Leave
3. Extended Sick Leave
4. Suspension without pay
5. Emergency Leave
6. Leave of Absence

7. Leave without pay

Overtime hours will be compensated in accordance with the FLSA. Hours spent on normal work status will be counted toward the overtime calculation. Hours spent on non-work status will only be counted toward straight time.

SECTION 5. Members of the Prevention Section assigned to standby status on weekends or holidays shall be entitled to standby pay in the amount of $50.00 per day while so assigned. In the event a member is called to duty while on standby status, he shall be compensated in accordance with Section 1 above and not receive the $50.00 standby pay for that day.

ARTICLE 34

COMPENSATION AT SEPARATION

SECTION 1: An employee who resigns, retires or is dismissed, or dies in the line of duty is eligible and shall be compensated accordingly for all his accumulated overtime, compensatory time, holiday time, vacation, and sick time.

SECTION 2: Members of the bargaining unit agree to complete and submit to the City's Human Resources Office a Beneficiary Designation as to Final Wages and Benefits (BDFWB) found in the rear of the Collective Bargaining Agreement (CBA) in the event of a life change such as marriage, divorce, and/or in the event of the death of a beneficiary currently listed on the BDFWB form. The BDFWB form will be maintained in the member's Official Personnel File for record keeping purposes.

ARTICLE 35

DRUG FREE WORKPLACE ACT

The Employer will implement and conform to Public Law 100-690 The Drug Free Workplace Act of 1988. In accordance with the Act, the Employer will:

F. Publish and distribute to workers a policy prohibiting illegal drugs in the workplace;

G. Provide each employee a copy of the above policy;

H. Establish "drug free awareness programs" to inform employees about the dangers of drug use in performance of their jobs; the penalties for using them at work; and the availability of drug-counseling programs;

I. Require employees to notify the employer if they are convicted of any drug related crime;

J. Punish convicted employees for drug violations or require their successful completion of a drug rehabilitation program.

ARTICLE 36

WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to further collectively bargain, with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 37

SUBSTANCE ABUSE POLICY

The parties agree to the Substance Abuse Policy contained in Article 23 of the City of Midwest City Policy and Procedures Manual. ~~attached hereto as Exhibit "A" for Fiscal Year 2020-21~~. Prior to any changes to this policy, the IAFF Local 2066 shall be given the opportunity to review and provide input on any changes.

ARTICLE 38

PENSION BENEFITS

Effective Pay Period Ending 2/20/2019 the employer agrees to pay fourteen percent (14%) of each employee's total actual paid gross salary to the Oklahoma Firefighters Retirement System the employee will be required to pay the remaining nine percent (9%) for a total of twenty three percent (23%), in accordance with Title 11 O.S. § 49-122.

ARTICLE 39

SAVINGS CLAUSE

SECTION 1. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application and, to this end, the provisions of this Agreement are severable.

SECTION 2. In the event of invalidation of any article or section both the Employer and the Union agree to meet for the purpose of arriving at a mutually satisfactory agreement for such article or section within thirty (30) days of said invalidation.

SECTION 3. It is understood that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by this Agreement during the contract period and it cannot be altered in any manner, save by the complete written concurrence of the parties subscribing hereto.

SECTION 4. Any appendices to this Agreement shall be numbered, dated and signed by the Employer and the Union, and shall be subject to the provision of this Agreement unless the terms of said appendices specifically delete or change a provision of this Agreement; and all appendices shall become part of this Agreement as if specifically set forth herein.

SECTION 5. It is understood that all time limits found within this Agreement may be extended by mutual concurrence.

SECTION 6. This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this contract, and no provisions or terms of obligations herein contained shall be modified, altered or changed in any respect except by mutual agreement of the parties in writing.

ARTICLE 40

Disciplinary Action Involving the Administrative Review Board

SECTION 1. Disciplinary action, for just cause, shall be solely for the good of the service, as a minimum the following procedure shall be followed as set forth by this article.

SECTION 2. All complaints lodged against member(s) of the Fire Department will be investigated. The allegations will be reduced to writing and will be presented to the employee at the time of the investigation. If appropriate discipline is issued it will be

done at the end of a completed investigation; the employee will receive copies of the disciplinary action at the time the disciplinary action is issued.

SECTION 3. The employer will notify the employee, of any disciplinary action above the level of informal oral counseling. If an employee as a result of an investigation is going to be referred to the Administrative Review Board (ARB) with the recommendation for discipline to the level of suspension without pay, demotion, or termination of employment; the recommendation shall have written documentation supporting the recommendation of suspension without pay, demotion or termination of employment. The employee shall receive an identical copy of all documentation supporting the recommendation to the ARB. An identical copy of the recommendation and all supporting documentation will be given to the union representative, at the employee's request only. This information will be presented to both parties at the conclusion of the investigation prior to the ARB meeting The employee will be given the opportunity to speak to the ARB if they so choose, the employee may have union representation present at their request.

ARTICLE 41

DURATION OF AGREEMENT

THE AGREEMENT SHALL BECOME EFFECTIVE 12:01 A.M. July 1, 2025, and shall remain in full force and effect until midnight June 30, 2026.

IN WITNESS WHEREOF, the parties set their hands this 26 day of August 2025.

ATTEST: THE CITY OF MIDWEST CITY, OKLAHOMA

_____ _____
City Clerk Mayor

ATTEST: MIDWEST CITY INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #2066

_____ _____
Secretary President

CORPORATE NEGOTIATOR
CITY OF MIDWEST CITY

_____
Human Resources Director

APPROVED AS TO FORM AND LEGALITY this 26 day of August 2025.

_____
City Attorney

ADDENDUM A: 2025-2026 FIRE PAY SCALE

EFFECTIVE 07/01/2025 Applied 2.05% Across the Board Increase

FIREFIGHTER		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	ANNUAL	56,714.61	60,623.82	64,480.35	68,366.43	69,691.93
	BI-WEEKLY	2,181.33	2,331.69	2,480.01	2,629.48	2,680.46
	HOURLY	19.4762	20.8186	22.1430	23.4775	23.9327

SR. FIREFIGHTER		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	ANNUAL	73,578.01	77,449.52	81,319.72	85,191.26	89,614.31	88,818.40
	BI-WEEKLY	2,829.92	2,978.83	3,127.68	3,276.59	3,446.70	3,416.09
	HOURLY	25.2672	26.5967	27.9257	29.2552	30.7741	30.5008

SERGEANT		STEP 1	STEP 2	STEP 3	STEP 4
	ANNUAL	91,791.33	94,306.06	96,820.78	101,192.40
	BI-WEEKLY	3,530.44	3,627.16	3,723.88	3,892.02
	HOURLY	31.5217	32.3853	33.2489	34.7501

LIEUTENANT		STEP 1	STEP 2	STEP 3	STEP 4
	ANNUAL	103,267.01	105,386.20	107,547.36	109,755.69
	BI-WEEKLY	3,971.81	4,053.32	4,136.44	4,221.37
	HOURLY	35.4626	36.1903	36.9325	37.6908

CAPTAIN		STEP 1	STEP 2	STEP 3	STEP 4
	ANNUAL	110,869.91	113,147.64	115,472.93	117,847.54
	BI-WEEKLY	4,264.23	4,351.83	4,441.27	4,532.60
	HOURLY	38.0735	38.8556	39.6542	40.4696

MAJOR		STEP 1	STEP 2	STEP 3	STEP 4
	ANNUAL	120,271.84	122,746.71	125,274.27	127,854.14
	BI-WEEKLY	4,625.84	4,721.03	4,818.24	4,917.47
	HOURLY	41.3021	42.1520	43.0200	43.9060

SHIFT COMMANDER		STEP 1	STEP 2	STEP 3	STEP 4
	ANNUAL	130,488.46	133,178.01	135,924.60	138,671.16
	BI-WEEKLY	5,018.79	5,122.23	5,227.87	5,333.51
	HOURLY	44.8106	45.7342	46.6774	47.6206

TRAINING CAPTAIN		STEP 1	STEP 2	STEP 3	STEP 4
	ANNUAL	110,869.91	113,147.64	115,472.93	117,847.54
	BI-WEEKLY	4,264.23	4,351.83	4,441.27	4,532.60
	HOURLY	53.3028	54.3979	55.5158	56.6575

TRAINING CHIEF		STEP 1	STEP 2	STEP 3	STEP 4
	ANNUAL	127,929.86	130,566.68	133,259.41	135,952.12
	BI-WEEKLY	4,920.38	5,021.80	5,125.36	5,228.93
	HOURLY	61.5047	62.7724	64.0670	65.3616

FIRE PREVENTION		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	ANNUAL	99,925.87	102,479.86	104,801.52	107,122.98	111,784.77
	BI-WEEKLY	3,843.30	3,941.53	4,030.83	4,120.11	4,299.41
	HOURLY	48.0413	49.2692	50.3853	51.5014	53.7427

ASSISTANT FIRE MARSHAL		STEP 1	STEP 2	STEP 3	STEP 4
	ANNUAL	111,925.43	114,146.11	116,409.86	118,720.07
	BI-WEEKLY	4,304.82	4,269.53	4,354.90	4,442.00
	HOURLY	53.8103	54.8779	55.9663	57.0770

FIRE MARSHAL		STEP 1	STEP 2	STEP 3	STEP 4
	ANNUAL	130,488.46	133,178.01	135,841.57	138,671.16
	BI-WEEKLY	5,018.79	5,122.23	5,224.68	5,333.51
	HOURLY	62.7348	64.0279	65.3084	66.6688

Collective Bargaining Agreement
Local 2066 / City of Midwest City

Grievance Form

Name of Grievant:	Date of Incident:
Rank:	Date Grievant Aware of Incident:

[redacted]

Please complete a narrative with the facts supporting the grievance (attach additional pages if needed):

Please specify the article(s) and section(s) of the contract believed to be violated:

Please note the resolution requested:

Grievant Signature:	Date:

Step one (1) of the grievance process is to discuss the grievance with the employee's ~~immediate supervisor~~ Assistant Chief, the ~~immediate supervisor~~ Assistant Chief, shall respond within six (6) days of discussing the grievance with his/her employee in writing. If not resolved the employee can submit the grievance to the Fire Chief.		
~~Immediate Supervisor~~ Assistant Chief	Date discussed w/ Emp.	Date of written response
Step two (2) it the grievance is not resolved in step 1 above, the employee has the right to submit his/her grievance in writing within six (6) calendar days citing the CBA article violation, and remedy request to the Fire Chief; who then has six calendar days to respond in writing.		
Fire Chief:	Date Submitted to Fire Chief:	Date of the Fire Chief's Response:
Filed by:	❑ Local 2066	❑ Grievant
Step three (3) if the grievance is not resolved in step 2, the grievance shall be submitted to the Labor Relations Officer in writing within six (6) calendar days. The LRO has ten (10) days to meet with the Union and Fire Chief to discuss the grievance. The LRO then has six (6) calendar days to respond in writing to the employee.		
Labor Relations Officer:	Date Submitted to LRO:	Date of the LRO's Response:
Step four (4) if the grievance is not resolved in step 3, the employee has the right to submit his/her grievance to the City Manager in writing within six (6) days. The City Manager has six (6) calendar days to respond in writing to the employee. If the grievance is not settled in this step the union or the City can by mutual agreement ask or for Mediation; if not resolved through Mediation then the union can submit the grievance for impartial arbitration in accordance with Article 15 of the CBA.		
City Manager:	Date Submitted to City Manager:	Date of the City Manager's Response:
Please note in this section any information pertinent to the resolution of the grievance (i.e. agreements to change hearing dates or time limitations):		
Attach additional pages if needed		

The City of Midwest City

BENEFICIARY DESIGNATION AS TO FINAL WAGES AND BENEFITS FORM

I understand that Oklahoma State law Title 40 Stat. §165.3a and Title 62 Stat. §304.2 allow me the option of designating a beneficiary to receive my final wages and termination pay in the event of my death while still gainfully employed by the City of Midwest City. If I do not designate a beneficiary and keep the beneficiary current, and die while still gainfully employed by the City of Midwest City, not more than Three Thousand Dollars ($3,000.00) of my final wages and termination pay will be paid to my surviving spouse, or dependent child(ren), as allowed by state law and the remainder will be paid to my estate.

I understand that I can change or cancel my beneficiary designation at any time. I further understand that it is my sole responsibility to change my beneficiary designation when a life event occurs in my life such as marriage, divorce or death of a beneficiary currently listed on this form. The City is not responsible if the form is not correct or current.

Percentage

I designate: _____ _____%
Print Name Relationship

_____
Address City & St. Zip Code

_____ _____%
Print Name Relationship

_____
Address City & St. Zip Code

_____ _____%
Print Name Relationship

_____
Address City & St. Zip Code

As my beneficiary(ies) the individuals listed above shall receive my final wages and termination pay as designated above, in the event of my death while gainfully employed by the City. In the event any of the above designated beneficiary(ies) should predecease me, or has been divorced from me prior to my death, I designate the following person as my contingent beneficiary to receive that designated percentage of my final wages and termination pay in the event of my death while still gainfully employed by the City.

I designate _____ as my contingent beneficiary.
Print Name Relationship

_____
Address City & St. Zip

_____ I decline to designate a beneficiary with respect to my final wages and termination pay.

_____ _____
Print Name Employee Signature Date

Communications & Recreation Director
Josh Ryan
100 N. Midwest Blvd.
Midwest City, OK 73110
jryan@midwestcityok.com
Office: 405-739-1206
www.midwestcityok.org

TO: City Council

FROM: Josh Ryan, Communications & Recreation Director

DATE: August 26, 2025

SUBJECT: Discussion, consideration, and possible action of approving a contract with Kimley-Horn and Associates, Inc., in an amount not to exceed $294,800.00, for the development of a Parks & Trails Master Plan for the City of Midwest City. (Parks & Recreation – J. Ryan)

In October 2024, the City of Midwest City advertised a request for qualifications for professional planning services to create a new Park Master Plan. The services requested for the plan included the creation of an inventory of current park properties, development of a capital improvement plan for existing park properties, creation of a scoring matrix for prioritization of future park and recreational facility requests, updating the 2009 Trails Master Plan, and additional analysis related to the operation and maintenance of the Midwest City Parks & Trails system.

A total of eight firms responded to the RFQ:

- Brandstetter Carroll, Inc.
- Asakura Robinson Co., LLC
- Berry Dunn
- Halff
- CLS & Associates
- RDG Planning & Design
- Kimley-Horn and Associates, Inc.
- Copeland Design Collective

Kimley-Horn and Associates, Inc. was selected by a panel review of three highly-qualified firms that responded, each with extensive experience in the field of master plan development and public facility analysis. Kimley-Horn demonstrated their ability to provide the type of technical analysis that met the panel's expectations for the project, as well as an ability to easily disseminate their findings to City staff and the public.

This contract details the scope of services for the development of the Midwest City Parks & Trails Master Plan and gives a timeline for completion of the project within 12 months after the notice to proceed is issued by the City of Midwest City.

Action is at the discretion of the City Council

Josh Ryan
Communications & Recreation Director

PROFESSIONAL SERVICES AGREEMENT
between
Kimley-Horn and Associates, Inc.
And
THE CITY OF MIDWEST CITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as "**Agreement**") is entered into by and among The City of Midwest City, a municipal corporation (hereinafter referred to as "**City**"), and Kimley-Horn and Associates, Inc. (hereinafter referred to as "**Service Provider**") (**City** and **Service Provider** being collectively referred to herein as the "**Parties**") and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, the **City** is in need of the following professional services **Provider** will be responsible for preparing a Parks & Trails Master Plan consistent with standards, procedures, and best management practices in Oklahoma.

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

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

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

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

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

1. SERVICES, PRODUCTS, SOLUTIONS AND DELIVERABLES TO BE PROVIDED

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

purposes and functionality requested or described in this **Agreement**. The **City** shall meet with **Service Provider** to identify service needs on a project-by-project basis. **Service Provider** will provide a written proposal for the identified services in accordance with the terms and conditions of this **Agreement**. The **City** may issue a purchase order for the identified services accompanied by the **Service Provider's** written proposal. Upon completion of each step from the Scope of Service the **Service Provider** will issue an invoice to the **City** and, upon approval of the invoice, the **City** will pay the invoice. Upon completion of each Project and provision to the **City** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **City** shall own all rights and licenses for the Deliverables and other work products related to that Project. Any modifications made by the **City** to any of the **Service Provider**'s documents, or any reuse of the documents without written authorization or adaptation by the **Service Provider** will be at the **City**'s sole risk and without liability to the **Service Provider**.

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

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

c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any **Attachment**, then the text of this document, shall govern and control over any conflicting

language, term, condition, or provision in any Attachment. As among the Attachments, any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment "A" ("Scope of Services")
- Attachment "B" ("Fee breakdown by Task"),
- Attachment "C" ("Timeframe")
- Attachment "D" ("Service Provider Project Team")
- Attachment "E" ("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 for ensuring the **Service Provider's Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and the **City's** goals and purposes. Service Provider will be solely responsible for ensuring the **Service Provider's Team**, specifically assigned to work on the Project for the City, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider's** obligations under this Agreement. The **Service Provider** may not change the **Service Provider's Team**, for the services to be provided as set forth in Attachment "D" ("**Service Provider's Team**") without the prior written consent of the **City**.

C. **Service Provider** shall comply with all applicable federal, state, and local laws, standards, codes, ordinances, administrative regulations, and all amendments and additions thereto,

pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses, and any other permission required to provide all Deliverables and for use of all Deliverables by the **City.**

3. CONSIDERATION

A. The **City** shall pay the **Service Provider** the compensation after completion of Projects or Deliverables as specified in **Attachment "B" ("Fee breakdown by Task").**

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

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

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

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

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

B. The **City** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team,** assigned to work on the Project for the **City** are

not employees of the **City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **City**.

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

5. TERM, TERMINATION AND STOP WORK

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

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

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

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **City** all licenses, work, products, deliverables, solutions, communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same is complete or incomplete unless the notice directs otherwise. Upon termination for the *convenience* of the **City**, the **City** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the

terms, limits, and conditions of the **Agreement** and as further limited by the "not to exceed" amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **City,** the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **City** may hold any outstanding payments for prior completed Projects, Deliverables, Services, or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **City** by reason of **Service Provider's** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **City** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

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

C. Upon notice to **Service Provider**, the **City** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop-work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **City** issues a stop work order to **Service Provider,** the **City** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **City**, the **Service Provider** shall suspend all work, services, and activities except such

work, services, and activities expressly directed by the **City** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **City**, without cause and without cost to the **City**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

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

1. In the event this **Agreement** is terminated for convenience hereunder, the **City** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **City** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **City**.

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

6. WARRANTIES

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

standard of care, expertise, skill, diligence, and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **City's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **City**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **City** shall be entitled to recover, should the **City** so reasonably determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **City**. Should the **Service Provider** fail to reimburse the **City** within thirty (30) calendar days of demand, the **City** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

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

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such ***commercial general insurance with a limit of $1,000,000 per occurrence for bodily injury and property damage and $5,000,000 general aggregate*** protecting the **City** from claims for bodily injury ***(including death) and*** or property damage arising out of or resulting from the **Service Provider,** and its employees, use and

occupancy of the premises and the activities conducted thereon. The insurance coverage required in this paragraph, except for Worker's Compensation and Professional Liability policies, must include the **City** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

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

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

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and effect 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 **City** from making a claim or recovering under such insurance or insurance coverage.

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

or requiring notice and/or providing an opportunity to cure a breach.

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

8. INDEMNIFICATION

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

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

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **City**, the **City** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **City's** employees, customers, marketing strategies, business processes and strategies, security systems,

data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **City**, shall disclose to any person, other than to the **City**, any confidential information obtained by **Service Provider** from the City, or as required by law. **Service Provider** shall require and maintain adequate confidentiality agreements with its subconsultants or for those whom the **Service Provider** is legally liable.

10. NOTICES

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

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

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

Darran Scott
Kimley-Horn and Associates, Inc.
4727 Gaillardia Parkway, Suite 250,

B. Oklahoma City, OK 73142Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

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

("Laws"), applicable to **Service Provider's** activities. **Service Provider** will be responsible for securing any license, permits, and/or zoning which may be required prior to commencement of the Project.

12. ASSIGNMENT AND SUBLEASE

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

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, 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. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control.

15. MULTIPLE ORIGINALS

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

16. ANTI-COLLUSION

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

17. BREACH AND DEFAULT

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

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

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

18. THIRD PARTY BENEFICIARIES

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

19. VENUE AND CHOICE OF LAW

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

20. DISPUTE RESOLUTION

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

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

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

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

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

(ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to

settle the Dispute.

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

21. VALIDITY

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

22. NO WAIVER

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

23. NO EXTRA WORK

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

24. AMENDMENT

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

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

25. EFFECTIVE DATE

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

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

Service Provider: Kimley-Horn and Associates, Inc.

Name: Bradley J. Hill

Title: Regional Contract Lead

801 Cherry Street, Unit 11, Suite 1300, Fort Worth, TX 76102

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PROFESSIONAL SERVICES AGREEMENT
between
Kimley-Horn and Associates, Inc.
And
THE CITY OF MIDWEST CITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____ day of _____, 2025~~4~~.

THE CITY OF MIDWEST CITY

_____
MAYOR

_____
SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

_____
DONALD D. MAISCH, CITY ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
between
Kimley-Horn and Associates, Inc.
And
THE CITY OF MIDWEST CITY

ATTACHMENT "A"

SCOPE OF SERVICES

Project Understanding

The City of Midwest City (Client, City) is engaging KIMLEY-HORN (KH, Consultant) to prepare a Parks, Recreation, Trails Master Plan (PRTMP) consistent with standards, procedures and best national management practices. The project planning area will encompass the existing Midwest City limits and extraterritorial jurisdiction (ETJ) as identified by the city.

The project approach outlines twelve tasks to be conducted over an estimated 12 months to achieve the RFP's desired outcomes. The approach outlined is based on our nationwide experience in park and recreation planning and design.

Assumption:

- City will provide construction plans or master plans for parks or recreation facilities relevant to the completion of the PRTMP
- City will prepare a digital GIS base file in the MXD file format for the project study area (the study area is determined by expanding the City limits by one mile in each direction) which shall include relevant City layers and those of containing information regarding adjacent municipal/county facilities that are used by residents.
- Data to be provided by the city include vacant or undeveloped City-owned parcels in addition to existing City owned or managed park sites and facilities.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Task 1: Project Management & Quality Control

The Consultant will perform the following subtasks:

- Project Management
    - The Consultant will maintain project records, budgets, and communication for the duration of the project.
- Progress Reports and Invoices
    - The Consultant will prepare and submit progress reports and itemized invoices to the City. Invoices will include a summary of work performed during the previous reporting period.
- Control and Scheduling
    - The Consultant will adhere to a mutually agreed upon schedule. The duration of the project is anticipated to be approximately 12 months. The kickoff meeting will be used to identify the subsequent meeting schedule.
- Sub-Consultant Management
    - The Consultant will prepare contracts for any sub consultant(s), monitor sub consultant staff activities, monitor sub consultant(s) adherence to the project schedule, and review and recommend approval of subconsultant invoices.
- Quality Assurance and Quality Control
    - The Consultant will provide continuous quality assurance and quality control of the Consultant's professional services throughout the duration of the project.

Task 1 Deliverables

- Monthly one-page reports
- Biweekly project management meetings

Task 2: Stakeholder Engagement

The Consultant will perform the following subtasks:

- Kick-off Meeting
    - The Consultant will conduct an initial kick-off meeting consisting of the City staff and other appropriate stakeholders to review and discuss the following:
        - Project purpose, scope, and schedule
        - Project roles and expectations
        - Overview
- Project Development Team Meetings
    - The Consultant will meet with the project team on a monthly basis to provide updates on the progress of the project. Participants of the meeting could include the following:
        - Midwest City Parks & Recreation/Public Works Departments Staff
        - Other City Staff
        - Other key stakeholders as requested by the Midwest City Parks & Recreation Department
- Meetings/Presentations
    - Attend Parks and Recreation meetings at key intervals to present progress and findings of the master planning process
    - Present the master plan findings to City Council

Task 2 Deliverables

Deliverables for the Stakeholder Engagement task will include meeting minutes and presentation material.

Task 3: Public Involvement

The Consultant will perform the following subtasks:

- Public Engagement Strategy
    - The Consultant will develop a public engagement strategy that identifies the timeline of the public engagement process. The strategy will identify engagement opportunities and the responsibilities of key personnel throughout the process.
    - In coordination with the City, efforts will be made to reach diverse segments of the community including underserved populations, youth, elderly, and disabled park users and not-users to obtain input for the Master Plan.
- Project Branding/Graphics
    - The Consultant will develop branding/graphics similar to what was created during the proposal process and apply them to the project.
- Online project website and survey tool to include:
    - Social PinPoint (or similar) project homepage including a brief project description
    - Geospatial map survey
    - Survey monkey-style questionnaire
    - Information related to in-person engagement opportunities
    - The consultant will monitor the project website and the information gathered on a weekly basis.
- Project Park Signs/QR Codes
    - The Consultant will develop and install park signs with a QR code directing park users to the project website
        - Installation methods will include an approximate 2'x2' weather resistant sign mounted to a fence or an approximate 2'x2' concrete graphic decal installed on a concrete surface/sidewalk
        - Once the public involvement process is completed the Midwest City Parks

Department will be responsible for removing and disposing of the signs during their regular scheduled maintenance for each park.

- Online and Paper Survey
    - Needs Assessment Survey based on park type and amenities
    - Recommendation Survey based on each park's proposed recommendation
    - Children's Survey – Performed during the Needs Assessment subtask
    - Digital surveys to be distributed to key stakeholder groups such as neighborhood/homeowner's groups, schools, churches, etc. A list of relevant stakeholder groups will be developed using City provided information such as Midwest City GIS data and Park's Department databases.
- Outreach Media – The Consultant will provide a set of announcements for social media postings (Facebook, Instagram, X) for public engagement events. Graphic flyers will be provided for posting at park and City facilities.
- Stakeholder Interviews (4)
    - Virtual/In person Stakeholder Interviews: Each interview will be approximately 45 minutes in length and maybe completed through a combination of virtual and in-person opportunities to be coordinated with City staff. The interview location and date/time will coordinated to occur all on the same date or consecutive dates.
- Focus Group Meeting (4)
    - Each Virtual/In person Focus Group will be approximately 60 minutes and include between 6-10 participants. Focus Group participants may include representatives from the following advocacy areas:
        - Athletics: Customers/participants and staff leads for athletic leagues and programs.
        - Seniors/Active Adults: Participants and staff leads for senior programs.
        - Parents and Youth: 12 and under representatives and parent participants in department programs, and school district representative.

- Connectivity: local advocates from the bike and pedestrian community.

- Community Workshops
  - Needs Assessment – The Consultant will conduct up to three (3) public workshops geographically located to gather needs assessment input from the park users. The City will be responsible for securing the meeting locations and advertising the meetings (other than posting on the project website).
  - Strategic Plan – The Consultant will conduct a series of Visioning and Implementation Workshops as described in Task 5.

Task 3 Deliverables

Deliverables for the Public Engagement task will include a methodology, summary of feedback, and outcomes/findings to be included in the Master Plan Report

Task 4: Needs and Priorities Assessment

The Consultant will perform the following subtasks:

- Guiding Documents and Demographic Review and Base Maps
  - The Consultant will review guiding documents and data provided by the City and compile an analysis of relevance to existing efforts. Sources may include the following:
    - Prior Parks, Recreation and Trails Master Plans will be received and progress on action items assessed.
    - Current on-going comprehensive plan update
    - Capital Improvement program (current draft)
    - US Census, American Community Survey date (current version)
    - List of current partnerships, community special events, current recreation programs and sports leagues (both adult and youth), program levels and

schedules

- Over relevant studies, data, and information as available from such sources as the State of Oklahoma, adjacent municipalities, and Mid-Del/Choctaw-Nicoma Park/Oklahoma City School Districts.

- The City will provide the Consultant a ERSI Database file with all relevant shapefiles. Data may include park polygon shapefiles, parcels, undeveloped city-owned vacant and undeveloped parcels, city-maintained streets centerlines, municipal and school facilities point data, land use and zoning. City staff will provide data for the project study area as defined by expanding the City limits by one mile in each direction) which shall include relevant City layers and those containing information regarding adjacent municipal/county facilities that may be used by residents. The Consultant will use data provided by the city to prepare a series of graphic maps for parks, open space, and trails suitable for use in the Master Plan report and for public display.

- Parks and Trails Evaluation
  - The Consultant will conduct a series of site evaluations to observe City-owned and managed parks and trailheads and trails. Using criteria adapted from Project for Public Spaces (PPS) methodology for evaluating the effectiveness and performance of the public space, the criteria emphasize elements that promote placemaking and high-quality lifestyles for communities. The specific criteria used for the city will be developed with input from City staff. Elements may include:
    - Design and Materials
      - Includes observations of the quality of design, materials, use of standards and the durability of a space
    - Use and Effectiveness
      - Includes the observations of users or evidence of users of a space,

range of offerings, balance of activities and contextual consistency.

- Maintenance
  - Includes observations of the quality of upkeep of a space, evidence of pride users and maintenance, and presence of deferred improvements.
- Comfort
  - Includes observation of a space's first impression, comfort of users, visual attractiveness, and perception of safety.
- Access and Connectivity
  - Includes observation of universal accessibility barriers, multi-modal connectivity, dominance of the space by transportation use other than pedestrian and bicycles and ease of access from surrounding areas.
- Sustainability and Resiliency
  - As a three-part category, observations focus on social interactions and connections to surrounding neighborhoods, environmental considerations and promotion that result in net positive contributions and economic viability and contributions.

- The evaluation will use observational-based information collected to rate the performance of each park or open space, providing summaries of key successes, and opportunities for improvements. Existing conditions of park amenities will be identified and combined with observations to outline recommended capital and operational improvements tied to documented needs and community priorities. *Note: This evaluation is not intended to be an engineering review of the viability, integrity, or structural condition of existing facilities.*

- Operations and Maintenance Practices Analysis
  - Kimley-Horn's subconsultant Ballard*King will assess the Midwest City Parks

Department's organization and operations to determine strengths and weaknesses in procedures, and ability to adequately maintain parks and facilities. Specific tasks will include elements such as:

- Organization structure and staffing levels, benchmark comparisons
- Organizational structure best practices
- Maintenance/work order management system recommendations
- Key performance indicators (KPIs) recommendations

  - The consultant team will complete the assessment by reviewing reports, budgets, and other information provided by the City as well as a series of up to two (2) staff focus groups with Division or other department staff (individual or group). Interviews will be conducted online via MS Teams or Zoom. The outcome of the analysis will be a set of immediate, short- and long-term operational recommendations.

- Programs and Services Analysis
  - Analyze programs, services, and special events
    - Core programs
    - Age segmentation
    - Revenue amounts/sources
    - Cost recovery
  - Review of program development process
  - User fee analysis
    - Review fee structures
      - Facilities, programs, and services
    - Fee policy
- Level of Services Analysis and Benchmarking
  - Kimley-Horn will work with City staff to verify existing park level of service standards in coordination with current NRPA and SCORP standards as well as with the City's on-going Comprehensive Plan. The existing Level of Service (LOS) analysis will include acreage and facility level of service comparisons with

peer communities selected in coordination with City staff. Using demographic projections analyzed before, Kimley-Horn will prepare estimated park acreage and facility needs for 5, 10 and 15-year increments.

- Kimley-Horn will also conduct a GIS-based Access service area analysis for each existing park based on City-wide provision of access. Drive-to (10 miles), bike-to (3 miles) and walk-to (1/2 mile) distances (based on available GIS data for roads and streets within the city) will be identified, allowing the team to identify gaps in overall service area.
- Benchmarking will include comparison with up to three (3) peer communities, and/or national/state benchmarks. Categories may include budget expenditures and revenues per capita, staffing levels, capital budgets per capita, acreage of parkland, and number of facilities.

- Needs and Priorities Assessment Summary
  - Based on the tasks outlined above, Kimley-Horn will establish recommendations based on the analysis of existing conditions, public survey, focus groups, community meetings, and analysis of data. This information, along with the results of the survey and public input will provide the basis for determining the priority for provision of parks and recreation programs and services in the City.

Task 4 Deliverables

Deliverables for the Needs and Priorities Assessment Task will include the following:

- Guiding Documents Summary
- Base Maps
- Parks and Trail Evaluation Summary
- Operations and Maintenance Practice Memo
- Level of Service Analysis Maps
- Level of Service Benchmarks

- Needs and Priorities Assessment Summary

Task 5: Strategic Plan

The Consultant will perform the following subtasks:

- Visioning and Implementation Workshop
    - The Consultant will facilitate a one-(1) day in-person series of two (2) workshops with City staff, public participants, special interest groups, stakeholders, school representative(s), and community officials to develop a long-range vision for the City's parks, recreation, and trail system.
        - The general agenda of the workshops will consist of an afternoon 2–3-hour session with City staff and invited stakeholders. A second workshop will be an evening session of two (2) hrs. in length which will include a brief presentation and an open-house workshop format. A preliminary list of topics for the workshops includes:
            - Presentation of the Needs Assessment findings
            - Discussion of alternative "responses" to needs and priorities, including alternative roles for the city as provider, partner and/or facilitator
            - Development of 5-year and 10-year goals and objectives with long-term 15+-year goals identified
            - Recommendations of key "sub-systems" for further planning and development, including guiding principles and potential planning criteria
            - Alignment with City's connectivity goals and projects
            - Review and discuss LOS gaps and standards and alternatives for parks and facilities
            - Potential partnership and alternative funding opportunities
            - Park, recreation facilities, and greenway improvement recommendations

- The Consultant will prepare a summary set of notes of key principles, concepts, and ideas developed during the workshop for review and future refinement. City staff will be responsible for the arrangement of meeting logistics such as identification participants, advertisements, catering, if desired, and booking of meeting facilities.

- Order of Magnitude Estimate of Probable Construction Costs
  - The consultant will prepare an "order-of-magnitude" opinion of probable construction costs (Excel) to implement each of the parks and/or other improvements identified during the Vision Workshop and the, including:
    - Land Acquisition (based on costs/acre provided by the city)
    - Park/Facility Development/Redevelopment (based on comparable facilities)
    - Trail ROW acquisition and development
    - Operations and Maintenance for proposed system (based on historic data provided by the city and benchmarks)
- Strategic Plan Development
  - The Consultant will develop a Strategic Plan with a concentration on recommendations for the next five years that will include strategies for improvements to the parks system, open spaces, trails, and recreation facilities. The plan will include, but not be limited to, the following:
    - Documentation of plan goals and objectives
    - Key findings of demographic and needs and priorities assessments
    - An order of magnitude estimate of overall implementation and O&M costs for full Vision.
    - Funding and Phasing Strategies:
      - A prioritized list of capital projects (parks and facilities) based on established goals, performance evaluations, community input and

trends for the parks and recreation into a 10-YR+ Capital Improvement Program (CIP) including suggested timelines. Projects must meet the City's criteria for inclusion in the CIP

- Identification of short-term (1-5 years); mid-term (6-10 years) and long-term (10+ years) recommendations and priorities into five-year increments

- Identification of future potential expansion opportunities for existing parks
- Level of Service (LOS) recommendations, including acreage, facilities and access standards and definitions
- Identification of park land for possible acquisition of new park sites (target areas) and open spaces to meet future needs for potential acquisition or partnership strategies, guidelines for ideal park sites, and development of criteria for site future site acquisition considerations.
- Development of an Action Plan with Priority Next Steps and short-term recommendations.

- Draft Master Plan Document
  - The Consultant will prepare a draft Master Plan document and PowerPoint for review by City staff. The draft document will include an Executive Summary. City staff will provide the Consultant with consolidated written comments which the Consultant will incorporate into a final report document.
- City Council Presentation
  - The Consultant will present the Final Master Plan to the City's Council for review and recommendation for adoption.
- Final Master Plan Report and Website Materials
  - The Consultant will provide the final report in PDF format for posting to the City's website. Up to five (5) printed color copies of the final report will be provided to the City. The Consultant will provide up to three (3) flash drives or

provide a file share link with project files to include MXD, InDesign, MS Word, and PDF files of the report, meeting notes, and graphic files.

Task 5 Deliverables

Deliverables for the Needs and Priorities Assessment Task will include the following:

- Vision and Implementation Plan
- Estimate of Probable Costs
- Refined Park Graphics (to convey proposed recommendations, no detailed master plans will be provided)
- Two (2) color printed copies of Draft Master Plan
- One (1) digital PDF format of Draft Master Plan
- One (1) digital PDF format of Draft PowerPoint
- One (1) digital Council Presentation PowerPoint
- One (1) digital PDF format Final Master Plan report
- Up to Five (5) color printed and bound copies of Final Master Plan
- Three (3) Flash drives with project files
- File share link with project files

Services not Included:

- Any services not specifically identified in the above Scope of Services or changes to this scope requested by the city, will be considered additional services. These services, including but not limited to the following, are not included in this Agreement.
    - Conceptual Master Plans of individual parks, facilities, or trails other than what is included in this SOW
    - Illustrative graphic plans or renderings
    - Financial advisory

- Meeting room or facilities booking and fees
- Development of mailers, notifications, or postage
- Social media hosting
- Any meetings not specifically identified above requested by the Client or on the Client's behalf by a third party to this Agreement

Information provided by City:

- The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by the Consultant during the project, including but not limited to the following:
  - Available GIS data for park and recreation facilities properties and inventory
  - Available data from previously completed Master Plan
  - Approved or draft plans or reports with implications to this project
  - List of current partnerships, organization chart, prior funding sources (including grants), community special events, current recreation programs and sports leagues (both adult and youth), participation, attendance and use levels and department revenue and expenditure budgets

Schedule:

- The Consultant will develop a final project schedule following the Project Kick-Off Meeting with mutually agreed upon timelines during the call. The Consultant will provide these services as expeditiously as practicable with the goal of meeting the established schedule.
  - The Consultant shall not be held responsible for any delays in time of completion resulting from the following:

- Client's failure to carry out any of their responsibilities in a timely manner.
- Approving agencies failure to provide timely approval of permits, encroachments, or other entitlement applications.
- Additional Services requested by the Client.
- Any other circumstances beyond the control of the Consultant.

ARTICLE II

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

A. Printing and binding of documents will be billed in accordance with the rates outlined in Attachment B. CONSULTANT, following a request for assistance from the City, will prepare an estimate for approval by the City prior to initiating work.

B. Making revisions to drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by City or 2) due to other causes not solely within the control of CONSULTANT.

C. Meeting or trips in excess of the number of meetings included in Article I for coordination meetings, public meetings or other activities. Additional meetings requested by the City in excess of those included in Article I will be billed hourly in accordance with the rates outlined in Attachment B.

D. Preparation of new impact fees or impact fee updates for water, wastewater, roadway or drainage under Chapter 395.

E. Preparation of water, wastewater or drainage master plans.

F. Preparation of new or updated zoning ordinance, subdivision ordinance and other development regulations, including unified development codes.

G. Preparing applications and supporting documents for government grants, loans, or planning

advances and providing data for detailed applications, including CAMPO TIP applications.

H. Preparing data and reports for assistance to City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.

I. Revisions, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.

J. Providing basic or additional services on an accelerated time schedule. This includes cost for overtime wages of employees and CONSULTANTs, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the City.

K. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

L. Providing document revisions in excess of those outlined in Article I.

ATTACHMENT "B"

The scope of work for Tasks 1-5 will be completed for **a LUMP SUM** fee of **$294,800 INCLUSIVE of EXPENSES.** Additional Services will be provided upon request from the Owner and authorized in writing before commencing work.

Fee Breakdown by Task

TASK	LUMP SUM FEE
Task 1: Project Management & Quality Control	$27,000
Task 2: Stakeholder Engagement	$35,300
Task 3: Public Involvement	$68,500
Task 4: Needs and Priorities Assessment	$89,500
Task 5: Strategic Plan	$74,500
Total	**$294,800**

ATTACHMENT "C"

TIME OF COMPLETION: CONSULTANT is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services within **twelve (12) months** of the notice to proceed.

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

ATTACHMENT "D"

Service Provider's Project Team

The following are the members of the Consultant's Project Team:

Kimley-Horn and Associates, Inc.

- Project Manager
- Assistant Project Manager
- Quality Control
- Park Planning
- Public Engagement
- Recreation Program Assessment (Subconsultant - Ballard*King)
- Mobility Planning

PROFESSIONAL SERVICES AGREEMENT
between
Kimley-Horn and Associates, Inc.
And
THE CITY OF MIDWEST CITY

ATTACHMENT "E"

Certificate(s) of Insurance

City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
tlyon@midwestcityok.org
Office: 405.739.1201
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: Tim Lyon, City Manager

DATE: August 26, 2025

SUBJECT: Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 40, Taxation; Article III, Hotel Room Tax; Section 40-53, Levied; Section 40-71, Use of Funds; and Providing for Repealer and Severability.

The ordinance, if approved by the City Council, would set before the electors of the City of Midwest City the question of whether to modify the current hotel/motel tax, which is currently being used to assist in economic development for the city and for park improvements/recreational activities. Any such change in the hotel/motel tax is required to be placed on the ballot and voted on by the electors for the City of Midwest City pursuant to Title 68 of the Oklahoma Statutes, Section 2701 (B).

The current hotel/motel tax is located in Section 40-53 and the use of the hotel/motel tax funds is located in Section 40-71. The request is to amend both of these provisions. The requested changes in the hotel/motel tax would change the tax from the current five percent (5%) to nine and one quarter percent (9.25%). Oklahoma City has already increased their hotel/motel tax to 9.25%, while the cities of Moore and Norman recently increased their hotel/motel tax to 8%. Forty-five percent (45%) of the tax would go to economic development, while fifty-five percent (55%) would go towards park and recreation improvements. The current amount of tax going to the Welcome Center is being requested to be removed, since the Welcome Center operations have been transferred to the State. Current City Ordinance exempts City permanent residents and other governmental agencies from the tax.

Action is at the Council's discretion.

Regards,

_____

Tim Lyon
City Manager

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 40, TAXATION; ARTICLE III, HOTEL ROOM TAX; SECTION 40-53, LEVIED; SECTION 40-71, USE OF FUNDS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

SECTION 1. That Chapter 40, Taxation; Article III, Hotel Room Tax; Section 40-53, Levied, is hereby amended to read as follows:

Sec. 40-53. Levied.

There is hereby levied an excise tax of ~~five (5)~~ nine and one quarter (9.25%) percent upon the gross proceeds or gross receipts derived from all rent for every occupancy of a room or rooms in a hotel in this city, except that the fee shall not be imposed where the rent is less than at the rate of four dollars ($4.00) per day.

SECTION 2. That, if a majority of the qualified electors in the city of Midwest City, voting in an election called for that purpose, approve the (4.25%) increase in the tax indicated in Section 1 of this ordinance, Chapter 40, Taxation; Article III, Hotel Room Tax; Section 40-71, Use of funds, shall be amended to read as follows:

Sec. 40-71. Use of funds.

(a) ~~Fifty-six (56)~~ Forty-five (45%) percent of the taxes collected pursuant to the provisions of this article shall be set aside and used exclusively for the purpose of encouraging, promoting and fostering economic development and tourism enhancement of the city and ~~fourteen (14)~~ fifty-five (55%) percent of the taxes collected pursuant to the provisions of this article shall be used to promote recreational activities and park facilities improvements in the city.

~~(b) Thirty (30) percent of the taxes collected pursuant to the provisions of this article shall be used exclusively for the purpose of managing, operating and maintaining the Midwest City Welcome Center and its surrounding grounds. The Welcome Center Fund shall be established as a separate operating fund into which thirty (30) percent of the taxes collected pursuant to the provisions of this article shall be deposited. Any taxes collected in excess of the amount necessary for the managing, operating and maintaining of the Midwest City Welcome Center and its surrounding grounds may be used for the purpose of providing recreational activities and park facilities improvements in the city.~~

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

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

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

CITY OF MIDWEST CITY, OKLAHOMA

ATTEST:

_____
MATTHEW D. DUKES, II, Mayor

_____
SARA HANCOCK, City Clerk

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

_____
DONALD MAISCH, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 40, TAXATION; ARTICLE III, HOTEL ROOM TAX; SECTION 40-53, LEVIED; SECTION 40-71, USE OF FUNDS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

SECTION 1. That Chapter 40, Taxation; Article III, Hotel Room Tax; Section 40-53, Levied, is hereby amended to read as follows:

Sec. 40-53. Levied.

There is hereby levied an excise tax of nine and one quarter percent (9.25%) upon the gross proceeds or gross receipts derived from all rent for every occupancy of a room or rooms in a hotel in this city, except that the fee shall not be imposed where the rent is less than at the rate of four dollars ($4.00) per day.

SECTION 2. That, if a majority of the qualified electors in the city of Midwest City, voting in an election called for that purpose, approve the (4.25%) increase in the tax indicated in Section 1 of this ordinance, Chapter 40, Taxation; Article III, Hotel Room Tax; Section 40-71, Use of funds, shall be amended to read as follows:

Sec. 40-71. Use of funds.

Forty-five percent (45%) of the taxes collected pursuant to the provisions of this article shall be set aside and used exclusively for the purpose of encouraging, promoting and fostering economic development and tourism enhancement of the city and fifty-five percent (55%) of the taxes collected pursuant to the provisions of this article shall be used to promote recreational activities and park facilities improvements in the city.

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

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

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

CITY OF MIDWEST CITY, OKLAHOMA

ATTEST:

_____
MATTHEW D. DUKES, II, Mayor

_____
SARA HANCOCK, City Clerk

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

_____
DONALD MAISCH, City Attorney

Fiscal Year 2025 (July 1, 2024 - June 30, 2025) - Hotel/Motel Tax Example

Fiscal Year 2025 (July 1, 2024 - June 30, 2025) - Hotel/Motel Tax Breakdown at the Current 5%

Fiscal Year 2025 total of gross proceeds and/or gross recipts	Fiscal Year 2025 amount of tax collected @ 5%	EDA receives 56% of Fiscal Year 2025 Tax	Welcome Center receives 30% of Fiscal Year 2025 tax	Parks received 14% of Fiscal Year 2025 tax
$14,325,551.80	$716,275.59	$401,114.33	$214,882.68	$100,278.58

July 2025 - Hotel/Motel Tax Breakdown at the proposed 9.25% with EDA taking the Welcome Center 30% and Parks taking the increase from 5% to 9.25%

Fiscal Year 2025 total of gross proceeds and/or gross recipts	If tax Hotel/Motel increased to 9.25% - total tax collected based on Fiscal Year 2025 gross proceeds/receipts	Increased Amount collected due to tax increase	If EDA received 56% + the Welcome Center 30% of current Fiscal Year 2025 tax	New amount received by Parks if receives the full tax increase from 5% to 9.25% for Fiscal year 2025
$14,325,551.80	$1,325,113.54	$608,837.95	$615,997.01	$709,116.53

New ordinance percentages based on the proposal to increase the Hotel/Motel Tax to 9.25%

New EDA %	New Parks %
46.49%	53.51%

Outcome if amounts if the 9.25% tax increase is implemented and using the Fiscal Year 2025 amount rounded to 55% for Parks and 45% for EDA

EDA @ 45%	Parks @ 55%
$596,301.09	$728,812.45

City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
tlyon@midwestcityok.org
Office: 405.739.1201
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: Tim Lyon, City Manager

DATE: August 26, 2025

SUBJECT: Discussion, consideration and possible action of passing and approving a resolution calling and holding of a special municipal election in the City of Midwest, City, County of Oklahoma, State of Oklahoma, on Tuesday, November 18, 2025, for the purpose of submitting to the qualified electors of the City of Midwest City, Oklahoma with the question for their approval or rejection of Ordinance No. _____ relating to the levy of a hotel/motel tax.

The resolution, if approved by the City Council, would set before the electors of the City of Midwest City the question of whether to modify the current hotel/motel tax, which is currently being used to assist in economic development for the city and for park improvements/recreational activities. Any such change in the hotel/motel tax is required to be placed on the ballot and voted on by the electors for the City of Midwest City pursuant to Title 68 of the Oklahoma Statutes, Section 2701 (B).

The current hotel/motel tax is located in Section 40-53 and the use of the hotel/motel tax funds is located in Section 40-71. The request is to amend both of these provisions. The requested changes in the hotel/motel tax would change the tax from the current five percent (5%) to nine and one quarter percent (9.25%). Oklahoma City has already increased their hotel/motel tax to 9.25%, while the cities of Moore and Norman recently increased their hotel/motel tax to 8%. Forty-five percent (45%) of the tax would go to economic development, while fifty-five percent (55%) would go towards park and recreation improvements. The current amount of tax going to the Welcome Center is being requested to be removed, since the Welcome Center operations have been transferred to the State. Current City Ordinance exempts City permanent residents and other governmental agencies from the tax.

Action is at the Council's discretion.

Regards,

_____
Tim Lyon
City Manager

RESOLUTION NO. 2025 -_____

A RESOLUTION OF THE CITY OF MIDWEST CITY, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL MUNICIPAL ELECTION IN THE CITY OF MIDWEST CITY, COUNTY OF OKLAHOMA, STATE OF OKLAHOMA ON TUESDAY, NOVEMBER 18, 2025, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF MIDWEST CITY, OKLAHOMA, THE QUESTION FOR THEIR APPROVAL OR REJECTION OF APPROVING ORDINANCE NO. _____ RELATING TO THE LEVY OF HOTEL EXCISE TAX; AND

NOTICE OF ELECTION

WHEREAS, on the 26th day of August 2025 the Council of the City of Midwest City, Oklahoma enacted Ordinance No._____ amending the City Code of Midwest City, Chapter 40, Taxation; Article III, Hotel Room Tax; Section 40-53, Levied, and Section 40-71, Use of funds, providing for the levy of an additional four and one quarter percent (4.25%) excise tax; and

WHEREAS, Ordinance No. _____ specifies the limited purposes for which the additional funds may be expended and establishes a limited-purpose tax fund into which the proceeds of the additional excise tax must be deposited; and

WHEREAS pursuant to Title 68 of the Oklahoma Statutes, Section 2701 *et seq.*, requires that such a tax increase must be approved by a majority vote of the registered voters of an incorporated City at a general or special municipal election:

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

SECTION 1. The Mayor of the City of Midwest City, Oklahoma, is hereby authorized and directed to call a Special Municipal Election to be held in the City of Midwest City, Oklahoma, on Tuesday, the 18th day of November, 2025, for the purpose of submitting to the qualified electors of the City of Midwest City, Oklahoma, for their approval or rejection the following proposition:

PROPOSITION

"Shall Ordinance No. _____ be approved, amending the City Code of Midwest City, Chapter 40, Taxation, Article III, Hotel Room Tax, by amending Section 40-53 to levy an additional four and one quarter percent (4.25%) excise tax on the gross proceeds or gross receipts from hotel room rentals which 55% of the total tax shall be earmarked and expended for the promotions, management, operation and maintenance of recreational activities and park facilities improvements in the city and 45% of the total tax shall be earmarked and expended for the purpose of encouraging, promoting and fostering economic development and tourism enhancement of the city, all as specified in said ordinance."

SECTION 2. The call for such Special Election shall be by proclamation, signed by the Mayor and attested by the City Clerk, setting forth the proposition to be voted upon, and the hours of opening and closing of the polls. The returns of such election shall be made to and canvassed by the Oklahoma County Election Board.

BE IT FURTHER RESOLVED that the City of Midwest City, through the adoption of Ordinance 1872, has provided for absentee ballots to be cast in the City of Midwest City's municipal elections.

BE IT FURTHER RESOLVED that the polling places for the election, if held, shall be opened at 7:00 o'clock a.m. and shall remain open until and be closed at 7:00 o'clock p.m. on November 18, 2025.

Pursuant to Title 26, Section 13-103(c), all precincts totally or partially contained within the limits of the City of Midwest City shall be open for election, except the City authorizes Precinct 244 to be closed. Precinct 244 is only partially contained within the limits and no registered voters reside within that portion.

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

CITY OF MIDWEST CITY, OKLAHOMA

_____
MATTHEW D. DUKES II, Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

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

_____
DONALD D. MAISCH, City Attorney

I, the undersigned City Clerk of the City of Midwest City, Oklahoma, hereby certify that the fore-going is true, correct and complete copy of a resolution of said city duly adopted by the governing body of said city at a meeting held on the date therein stated as the same appears in the minutes of said meeting on file in my office as part of the official records thereof.

_____
SARA HANCOCK, City Clerk

City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
tlyon@midwestcityok.org
Office: 405.739.1201
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: Tim Lyon, City Manager

DATE: August 26, 2025

SUBJECT: Discussion, consideration and possible action of issuing a proclamation calling for a special municipal election in the City of Midwest, City, County of Oklahoma, State of Oklahoma, on Tuesday, November 18, 2025, for the purpose of submitting to the qualified electors of the City of Midwest City, Oklahoma with the question for their approval or rejection of Ordinance No. _____ relating to the levy of a hotel/motel tax.

The election proclamation, if approved by the City Council, would set before the electors of the City of Midwest City the question of whether to modify the current hotel/motel tax, which is currently being used to assist in economic development for the city and for park improvements/recreational activities. Any such change in the hotel/motel tax is required to be placed on the ballot and voted on by the electors for the City of Midwest City pursuant to Title 68 of the Oklahoma Statutes, Section 2701 (B).

The current hotel/motel tax is located in Section 40-53 and the use of the hotel/motel tax funds is located in Section 40-71. The request is to amend both of these provisions. The requested changes in the hotel/motel tax would change the tax from the current five percent (5%) to nine and one quarter percent (9.25%). Oklahoma City has already increased their hotel/motel tax to 9.25%, while the cities of Moore and Norman recently increased their hotel/motel tax to 8%. Forty-five percent (45%) of the tax would go to economic development, while fifty-five percent (55%) would go towards park and recreation improvements. The current amount of tax going to the Welcome Center is being requested to be removed, since the Welcome Center operations have been transferred to the State. Current City Ordinance exempts City permanent residents and other governmental agencies from the tax.

Action is at the Council's discretion.

Regards,

_____
Tim Lyon
City Manager

ELECTION PROCLAMATION

Pursuant to Resolution No. 2025-_____ duly adopted by the governing body of the City of Midwest City, Oklahoma, the undersigned mayor of the city hereby calls a special election to be held in the city on the 18th day of November, 2025, for the purpose of submitting to all of the registered qualified electors residing within the city the following proposition:

PROPOSITION

"Shall Ordinance No. _____ be approved, amending the City Code of Midwest City, Chapter 40, Taxation, Article III, Hotel Room Tax, by amending Section 40-53 to levy an additional four and one quarter percent (4.25%) excise tax on the gross proceeds or gross receipts from hotel room rentals which 55% of the total tax shall be earmarked and expended for the promotions, management, operation and maintenance of recreational activities and park facilities improvements in the city and 45% of the total tax shall be earmarked and expended for the purpose of encouraging, promoting and fostering economic development and tourism enhancement of the city, all as specified in said ordinance."

The polling places for the election, if held, shall be opened at 7:00 o'clock a.m. and shall remain open until and be closed at 7:00 o'clock p.m. on November 18, 2025.

Pursuant to Title 26 of the Oklahoma Statutes, Section 13-103(c), all precincts totally or partially contained within the limits of the City of Midwest City shall be open for election, except the City authorizes Precinct 244 to be closed. Precinct 244 is only partially contained within the limits and no registered voters reside within the portion.

Be it further resolved that the City of Midwest City, through the adoption of Ordinance 1872, has provided for absentee ballots to be cast in the City of Midwest City's municipal elections

All registered qualified electors residing within the corporate limits of said city shall be entitled to vote on the foregoing proposition at the election.

DATED AND ISSUED this _____day of _____, 2025.

CITY OF MIDWEST CITY, OKLAHOMA

ATTEST:

_____
MATTHEW D. DUKES II, Mayor

_____
SARA HANCOCK, City Clerk

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

_____
DONALD D. MAISCH, City Attorney

I, the undersigned City Clerk of the City of Midwest City, Oklahoma, hereby certify that the fore-going is true, correct and complete copy of a proclamation of said city duly adopted by the governing body of said city at a meeting held on the date therein stated as the same appears in the minutes of said meeting on file in my office as part of the official records thereof.

_____
SARA HANCOCK, City Clerk

Community Development Department
100 N. Midwest Blvd, Midwest City, OK

To:	Honorable Mayor and Council
From:	Matt Summers, Community Development Director
Date:	August 26, 2025
Subject:	(CA-82) Discussion, consideration, and possible action to consider approval of a Plat Correction Certificate for the Boulder Ridge Estates addition to Midwest City, Oklahoma County, Oklahoma.

Applicant: James Yager, PLS

The surveyor for Boulder Ridge Estates addition is seeking approval of a Plat Correction Certificate to correct the western property boundaries of Lots 1, 2, 3, 4, and 5 of Block 1 of the Boulder Ridge Estates addition. The correction would add approximately 22 to 25 feet of depth to these lots.

The applicant has provided staff signed letters from the property owners accepting the correction. This Plat Correction Certificate does not impact any easements or right-of-way.

Municipal Code Citation

Section 38-23. (b)(1) Original land surveyor correction certificate.

a. If a municipal plat or plat of addition or subdivision that is executed and filed in the office of the county clerk fails to identify or correctly describe the land to be platted, the registered land surveyor who prepared said plat may execute a correction certificate stating the nature of the error and cure said defect.
b. The surveyor shall refer to said plat by correct book and page number in which said plat is recorded by the county clerk.
c. Said certificate shall be dated and signed by registered land surveyor.

Section 38-23. (b)(3) Approval of a plat correction certificate. Prior to recording the correction certificate in the office of the county clerk, the certificate shall be approved by the city council, provided that such certificate shall be approved by the city council if the correction alters or otherwise affects a right-of-way or easement of the city.

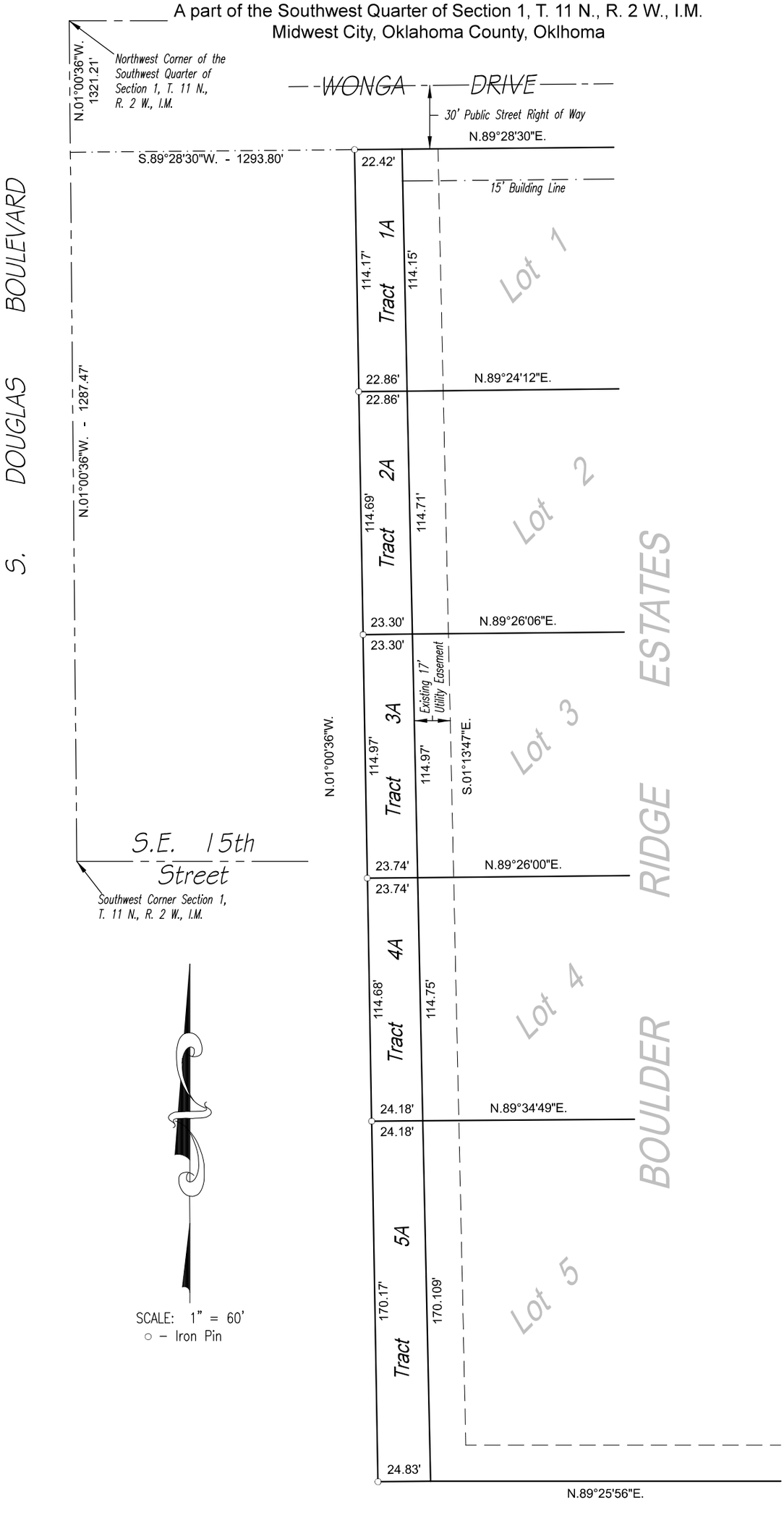
Action Required: Approve or reject the Plat Correction Certificate for the property described as noted in this staff report.

Matt Summers, AICP
Community Development Director

CORRECTION SURVEY

A part of the Southwest Quarter of Section 1, T. 11 N., R. 2 W., I.M.

Midwest City, Oklahoma County, Oklhoma



SCALE: 1" = 60'

○ – Iron Pin

James S. Yager

Licensed Professional Land Surveyor Number 1006

Certificate of Authorization Number 2778

1212 South Air Depot * Number 19 Suite 102

Midwest City, Oklahoma 73110 Telephone: 405-737-3412/Fax: 405-737-4215

File Name: C:\SURVEYS\BOULDER RIDGE ADDITIONAL PROPERTY\WEST PROPERTY.DWG

CORRECTION SURVEY

I, James S. Yager, Licensed Professional Land Surveyor, certify that a careful survey was made by me to the following described tracts.

TRACT 1A
A part of the Southwest Quarter of Section 1, T. 11 N., R. 2 W., I.M., being more particularly described as follows: BEGINNING at the Northwest Corner of Lot 1 in Boulder Ridge Estates, an addition to Midwest City, Oklahoma County, Oklahoma, thence S.01°13'47"E., along the West Line of said Lot 1 and the basis for the bearings in the following description prepared by James S. Yager, Licensed Professional Surveyor, a distance of 114.15 feet to the Southwest Corner of said Lot 1; thence S.89°24'12"W., along the South Line of said Lot 1 extended Westerly, a distance of 22.86 feet; thence N.01°00'36"W. and parallel with the West Line of the Southwest Quarter of said Section 1, a distance of 114.17 feet; thence N.89°28'30"E., along the North Line of said Lot 1 extended Westerly, a distance of 22.42 feet to the point or place of beginning. Said described tract contains 2,584.360 Square Feet or 0.059 Acres, more or less.

TRACT 2A
A part of the Southwest Quarter of Section 1, T. 11 N., R. 2 W., I.M., being more particularly described as follows: BEGINNING at the Northwest Corner of Lot 2 in Boulder Ridge Estates, an addition to Midwest City, Oklahoma County, Oklahoma, thence S.01°13'47"E., along the West Line of said Lot 2 and the basis for the bearings in the following description prepared by James S. Yager, Licensed Professional Surveyor, a distance of 114.71 feet to the Southwest Corner of said Lot 2; thence S.89°26'06"W., along the South Line of said Lot 2 extended Westerly, a distance of 23.30 feet; thence N.01°00'36"W. and parallel with the West Line of the Southwest Quarter of said Section 1, a distance of 114.69 feet; thence N.89°24'12"E., along the North Line of said Lot 2 extended Westerly, a distance of 22.42 feet to the point or place of beginning. Said described tract contains 2646.908 Square Feet of 0.061 Acres, more or less.

TRACT 3A
A part of the Southwest Quarter of Section 1, T. 11 N., R. 2 W., I.M., being more particularly described as follows: BEGINNING at the Northwest Corner of Lot 3 in Boulder Ridge Estates, an addition to Midwest City, Oklahoma County, Oklahoma, thence S.01°13'47"E., along the West Line of said Lot 3 and the basis for the bearings in the following description prepared by James S. Yager, Licensed Professional Surveyor, a distance of 114.97 feet to the Southwest Corner of said Lot 3; thence S.89°26'00'W., along the South Line of said Lot 3 extended Westerly, a distance of 23.74 feet; thence N.01°00'36"W. and parallel with the West Line of the Southwest Quarter of said Section 1, a distance of 114.97 feet; thence N.89°24'12"E., along the North Line of said Lot 3 extended Westerly, a distance of 23.30 feet to the point or place of beginning. Said described tract contains 2703.691 Square Feet of 0.062 Acres, more or less.

TRACT 4A
A part of the Southwest Quarter of Section 1, T. 11 N., R. 2 W., I.M., being more particularly described as follows: BEGINNING at the Northwest Corner of Lot 4 in Boulder Ridge Estates, an addition to Midwest City, Oklahoma County, Oklahoma, thence S.01°13'47"E., along the West Line of said Lot 4 and the basis for the bearings in the following description prepared by James S. Yager, Licensed Professional Surveyor, a distance of 114.75 feet to the Southwest Corner of said Lot 4; thence S.89°34'49'W., along the South Line of said Lot 4 extended Westerly, a distance of 24.18 feet; thence N.01°00'36"W. and parallel with the West Line of the Southwest Quarter of said Section 1, a distance of 114.68 feet; thence N.89°26'00"E., along the North Line of said Lot 4 extended Westerly, a distance of 23.74 feet to the point or place of beginning. Said described tract contains 2748.302 Square Feet of 0.063 Acres, more or less.

TRACT 5A
A part of the Southwest Quarter of Section 1, T. 11 N., R. 2 W., I.M., being more particularly described as follows: BEGINNING at the Northwest Corner of Lot 5 in Boulder Ridge Estates, an addition to Midwest City, Oklahoma County, Oklahoma, thence S.01°13'47"E., along the West Line of said Lot 5 and the basis for the bearings in the following description prepared by James S. Yager, Licensed Professional Surveyor, a distance of 170.11 feet to the Southwest Corner of said Lot 5; thence S.89°25'56'W., along the South Line of said Lot 5 extended Westerly, a distance of 24.83 feet; thence N.01°00'36"W. and parallel with the West Line of the Southwest Quarter of said Section 1, a distance of 170.17 feet; thence N.89°34'49"E., along the North Line of said Lot 5 extended Westerly, a distance of 24.18 feet to the point or place of beginning. Said described tract contains 4168.971 Square Feet of 0.096 Acres, more or less.

James S. Yager
Licensed Professional Land Surveyor Number 1006
Certificate of Authorization Number 2778
*1212 South Air Depot * Number 19 Suite 102*
Midwest City, Oklahoma 73110 Telephone: 405-737-3412/Fax: 405-737-4215

File Name: C:\SURVEYS\BOULDER RIDGE ADDITIONAL PROPERTY\WEST PROPERTY.DWG

The basis for the bearings in the above descriptions and shown on the annexed Correction Survey, are based upon the West Line of Boulder Ridge Estates an addition to Midwest City, Oklahoma County, Oklahoma, being a S.01°13'47"E. bearing. This Plat of Survey meets the Minimum Technical Standards as adopted by The Board of Licensure for Professional Engineers and Land Surveyors for the State of Oklahoma.

Date of Survey: 1 August 2025
Date Signed:

_____

James S. Yager,
Licensed Professional Land Surveyor Number 1006
Certificate of Authorization Number 2778
1212 S. Air Depot Number 19 Suite 102
Midwest City, Oklahoma 73110
405-737-3412

SURVEYOR'S NOTARY

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20__, personally appeared _____ to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year last above written,

_____
Notary Public

My Commission Number is:_____
My Commission Expires the ___ day of _____, 20__.

CITY COUNCIL ACCEPTANCE

Be it resolved by the Council of Midwest City, Oklahoma, that the annexed Correction Survey Plat of a part of the Southwest Quarter of Section 1, T. 11 N., R. 2 W., I.M., is hereby accepted. Adopted by the City Council of Midwest City, Oklahoma, this _____ day of _____, 20___.

_____
Mayor

James S. Yager
Licensed Professional Land Surveyor Number 1006
Certificate of Authorization Number 2778
*1212 South Air Depot * Number 19 Suite 102*
Midwest City, Oklahoma 73110 Telephone: 405-737-3412/Fax: 405-737-4215

File Name: C:\SURVEYS\BOULDER RIDGE ADDITIONAL PROPERTY\WEST PROPERTY.DWG

Community Development Department

100 N. Midwest Blvd, Midwest City, OK

To: Honorable Mayor and Council

From: Matt Summers, Community Development Director

Date: August 26, 2025

Subject: (PC-2220) Public hearing, discussion, consideration, and possible action to consider approval of the Final Plat of Cypress Village, for the property located at 1120 S. Post Road & 10100 SE 10th Street, Midwest City, Oklahoma.

Executive Summary: The Applicant is requesting approval of the Final Plat of Cypress Village.

This final plat includes seventy (70) residential lots and two (2) common area lots with a total area of 8.35 acres.

Staff performed their standard review of the final plat. Development of the residential units is subject to formal site plan review when building permits are applied for.

The Applicant and Community Development Director have agreed upon the fee in-lieu amount for parkland dedication for the subject property. This fee must be paid before the plat is recorded.

Both state and local notification requirements were met. Staff has received one (1) phone call regarding stormwater drainage in this area.

At the public hearing before the Planning Commission, there were two (2) comments on the application. One speaker had questions about stormwater drainage generally in this area of the city. The other speaker had questions about screening for the development. The Planning Commission unanimously recommended approval of this application conditioned upon the completion of the required thoroughfare screening.

Action is at the discretion of the City Council.

Dates of Hearing:
Planning Commission- August 5, 2025
City Council- August 26, 2025

Date of Pre-Application Meeting: May 13, 2025

Date of Site Plan Review Team Meeting: June 24, 2025

Council Ward: Ward 6, Rick Favors

Owner: Cypress MWC, LLC

Applicant: Cypress MWC, LLC

Size: Contains an area of 8.35 acres MOL

Zoning Districts:

Area of Request:	PUD (Underlying R-MD)
North:	R-6
South:	PUD (Underlying C-3)
East:	R-6
West:	R-6 & C-3

Land Use:

Area of Request:	Vacant
North:	Single Family Detached Residential
South:	Undeveloped
East:	Single Family Detached Residential
West:	Office/Retail & Church

Municipal Code Citation:

Sec. 38-19 – Final Plat

Sec. 38-19.1. Purpose.

The purpose of a final plat is to ensure:

(a) *Consistency with standards.* That the proposed subdivision and development of the land is consistent with all standards of this Subdivision Ordinance pertaining to the adequacy of public facilities;

(b) *Provide for public improvements.* That public improvements to serve the subdivision or development have been installed and accepted by the city or that provision for such installation has been made; and

(c) *Other requirements and conditions.* That all other requirements and conditions have been satisfied or provided for to allow the final plat to be recorded.

History:

1. This area was platted as part of the Leavitt's SE 15th Street Ares, approved in February 1949.
2. June 2004 – (PC-1536) A PUD was approved for the property to the south of the subject property and included a portion of the southeast corner of the subject property.
3. July 5, 2011 – (PC-1743) A PUD was approved allowing for R-6 and C-3 zoning.
4. August 23, 2011 (PC-1746) A preliminary plat including the subject property was approved.
5. January 10, 2012 (PC-1757) A final plat including the subject property was approved.
6. January 10, 2013 The approved final plat approval became void as the plat was not filed within one (1) year of approval as required by the Subdivision Regulations.
7. July 2014 (PC-1743) The governing PUD master plan expired due to inaction within the three year required timeline in accordance with 7.3.2. (b)(3) of the 2010 Zoning Regulations.
8. The property was rezoned to a PUD in March 2021 (PC-2069).
9. December 2021 (PC-2101) The Planning Commission approved the preliminary plat for the subject property

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

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

Engineering Staff Comments:
Note: This application is for the final plat of the Cypress Village subdivision located along the east side of Post Road and S.E. 10th Street.

Public Improvements
The requirements of the public improvements can be found in the subdivision regulations under:

Sec. 38-30.1. Completion prior to final plat approval and recordation.

> (a) Construction required prior to final plat approval and recordation. Completion of all required public improvements, in accordance with the approved preliminary plat and the approved construction plans, shall occur prior to final plat approval and recordation.
>
> (b) Final plat shall not be accepted. A final plat shall not be accepted for filing, nor shall it be considered for approval, prior to completion of all required public improvements.

Upon application of final plat, this office reviewed all the public improvements for compliance with the subdivision regulations.

Water
Water line improvements were permitted through this office and Oklahoma Department of Environmental Quality (ODEQ). Construction of the improvements were inspected by the Construction Inspector and completed.

Sanitary Sewer
Sanitary Sewer improvements were permitted through this office and Oklahoma Department of Environmental Quality (ODEQ). Construction of the improvements were inspected by the Construction Inspector and completed.

Stormwater
Stormwater improvements were permitted through this office. Construction of the improvements were inspected by the Construction Inspector and completed.

Street
The new roadway improvements were permitted through this office. Construction of the improvements were inspected by the Construction Inspector and completed.

Sidewalk

The sidewalks were permitted through this office. The sidewalk has been approved but the developer will install it during the home building process. Construction of the sidewalk at the time of this summary it has not been completed.

Easements

Subdivision Regulations requires that all existing, dedicated, and proposed rights-of-way and easements are depicted on the final plat. These dedications are reflected on the final plat.

Lighting

Public street lighting has been ordered but has not been installed in the development. The developer will be responsible for installing any lighting in the development.

Signage

Public signage has been ordered but has not been installed in the development. The developer will be responsible for installing street signage in the development.

Record Drawings, Lien Release, and Bonding

Record drawings are being submitted to the City and filed accordingly. Bonds were provided for all the public infrastructure and lien releases has been received.

Fire Marshal's Comments:

Fire hydrants are required to be flushed if not already completed.

Planning Division:

This final plat includes seventy (70) residential lots and two (2) common area lots. The lot sizes, setbacks, and densities are consistent with what was approved with the preliminary plat (PC-2101).

This development will have vehicular access from S. Post Road and SE 10th Street. This complies with the requirement for a secondary access for a subdivision creating more than 50 lots.

The subject property was approved, by the Park Land Review Committee (in October 2021) to pay a fee in-lieu of park land dedication. The Applicant and Community Development Director have agreed upon the applicable fee for this project. The Applicant must pay this fee before the final plat can be recorded.

The Subdivision Regulations, and the preliminary plat approval, require thoroughfare screening for the subject property. This consists of a masonry wall and trees along both S. Post Road and SE 10th Street. This screening will need to be completed before the plat for this development is recorded.

Development of the residential units are subject to formal site plan review when building permits are applied for. The City Attorney reviewed the Declaration of Covenants, Conditions, and Restrictions.

Action is at the discretion of the City Council.

Action Required:

Approve or reject the Final Plat of Cypress Village for the property noted herein, subject to staff comments as found in the August 26, 2025, City Council agenda packet and made part of the PC-2220 file.

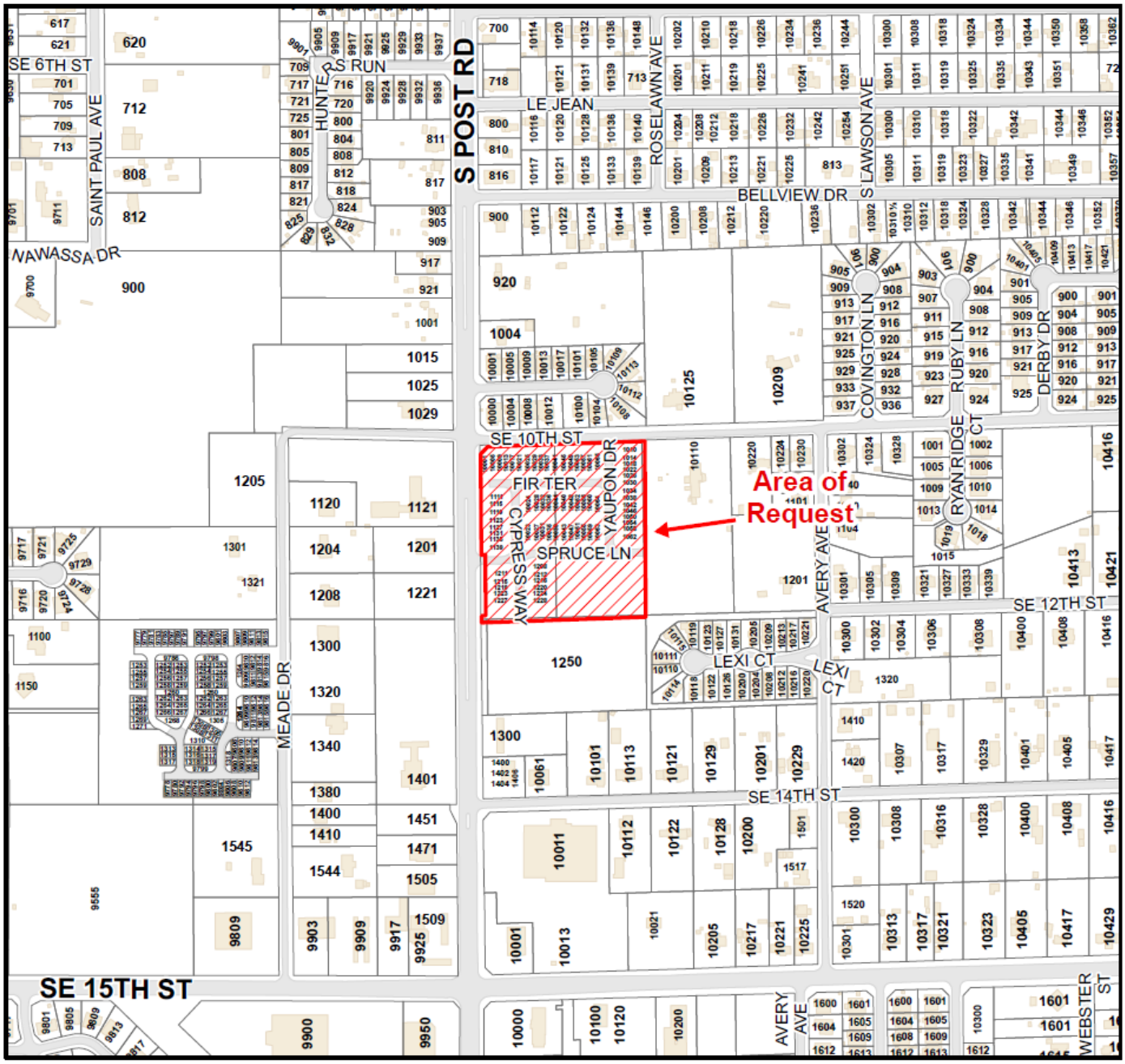
Suggested Motion:
"To approve the Final Plat of Cypress Village for the property noted herein, subject to staff comments found in the August 26, 2025, City Council agenda packet and made part of the PC-2220 file."

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

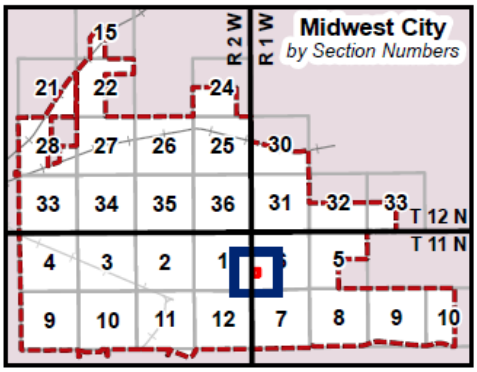
Matt Summers, AICP
Community Development Director

MIDWEST CITY
Where the Spirit Flies High

GIS - Information Technology/ Planning & Zoning



Locator Map



Created on July 18, 2025 using ArcPY script - PC-2220

General Map Legend

- Buildings
- Edge of Pavement
- MWC City Limits

Railroads

- Active
- Inactive / Closed

GENERAL MAP FOR PC-2220 (SW/4, Sec. 6, T11N, R1W)

N

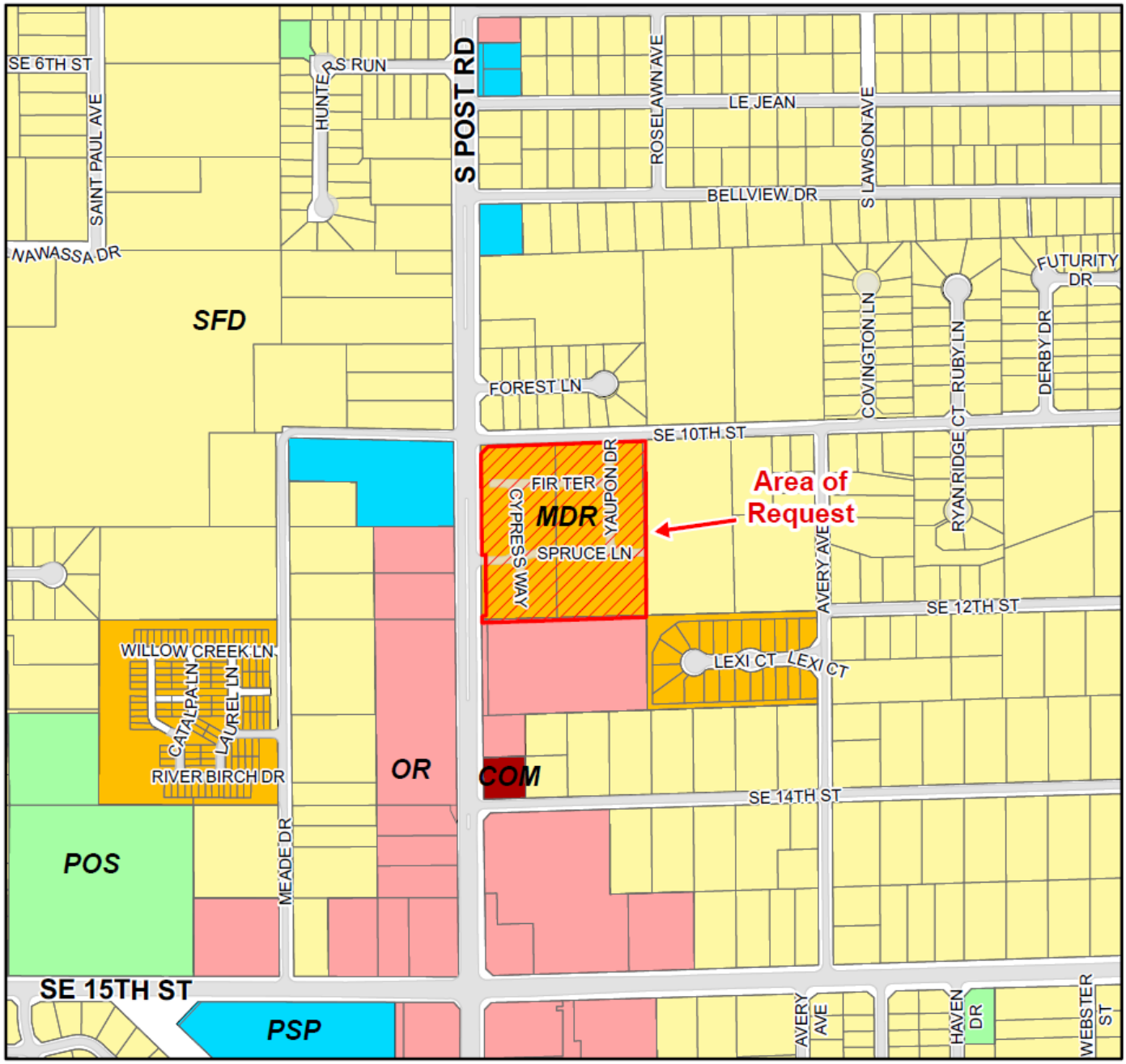
0 500 1,000 Feet

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

MIDWEST CITY
Where the Spirit Flies High

GIS - Information Technology/ Planning & Zoning



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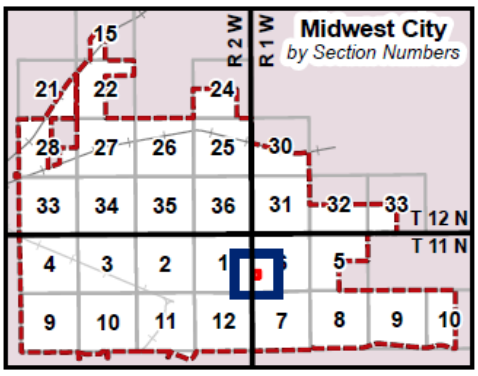

Created on July 15, 2025 using ArcPY script - PC-2220

Future Land Use Legend

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

FUTURE LAND USE MAP FOR PC-2220 (SW/4, Sec. 6, T11N, R1W)

N

0 500 1,000 Feet

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

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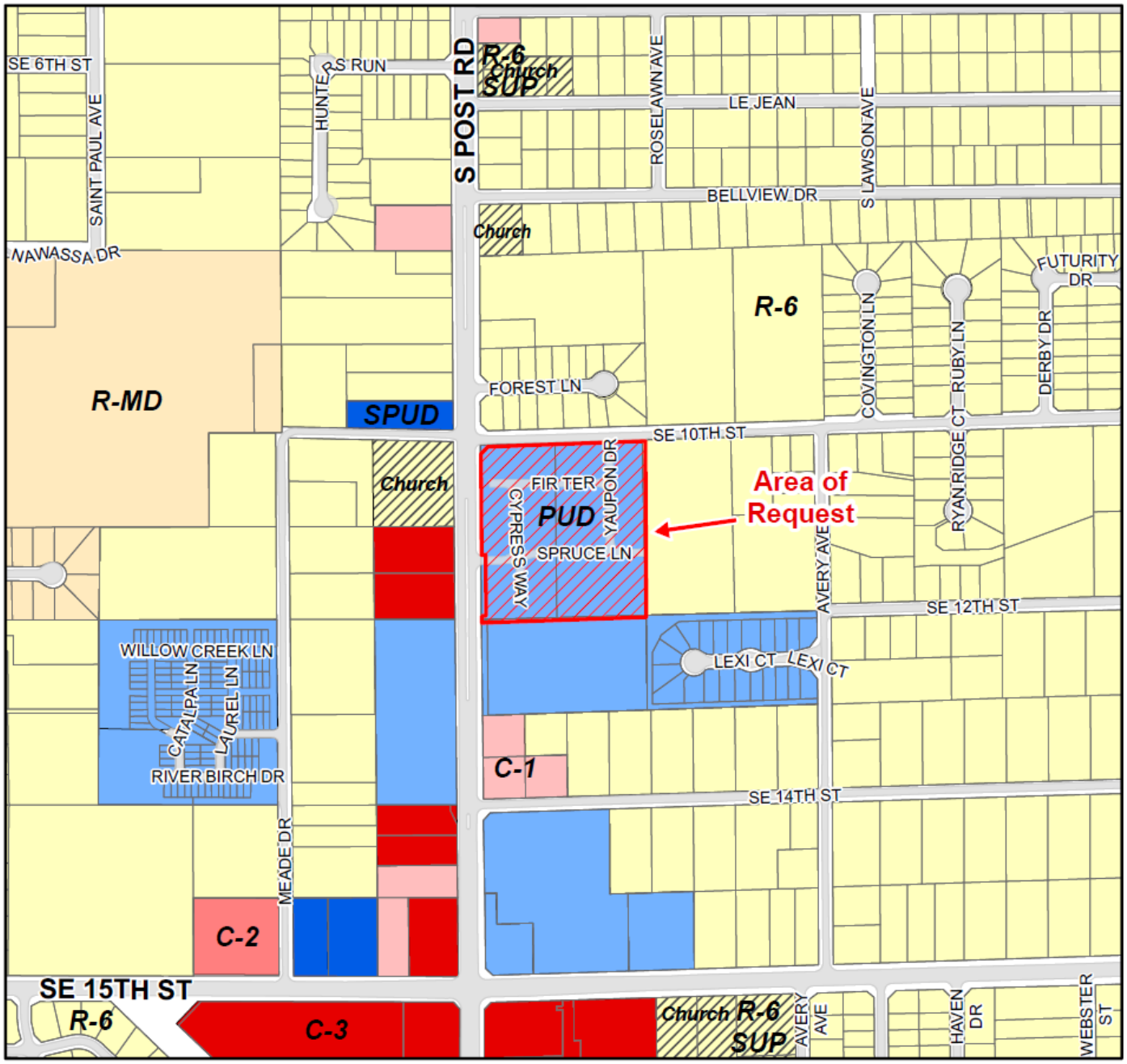
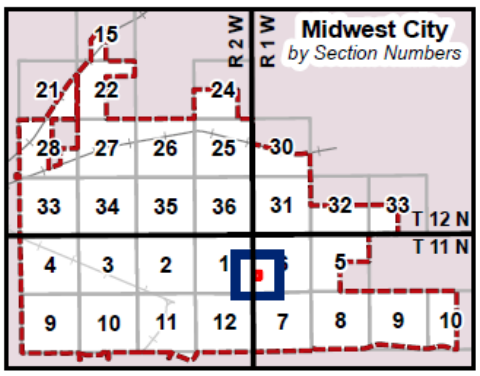
MIDWEST CITY
Where the Spirit Flies High

GIS - Information Technology/ Planning & Zoning



Locator Map



Created on July 15, 2025 using ArcPY script - PC-2220

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-2220 (SW/4, Sec. 6, T11N, R1W)

N

0 500 1,000 Feet

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

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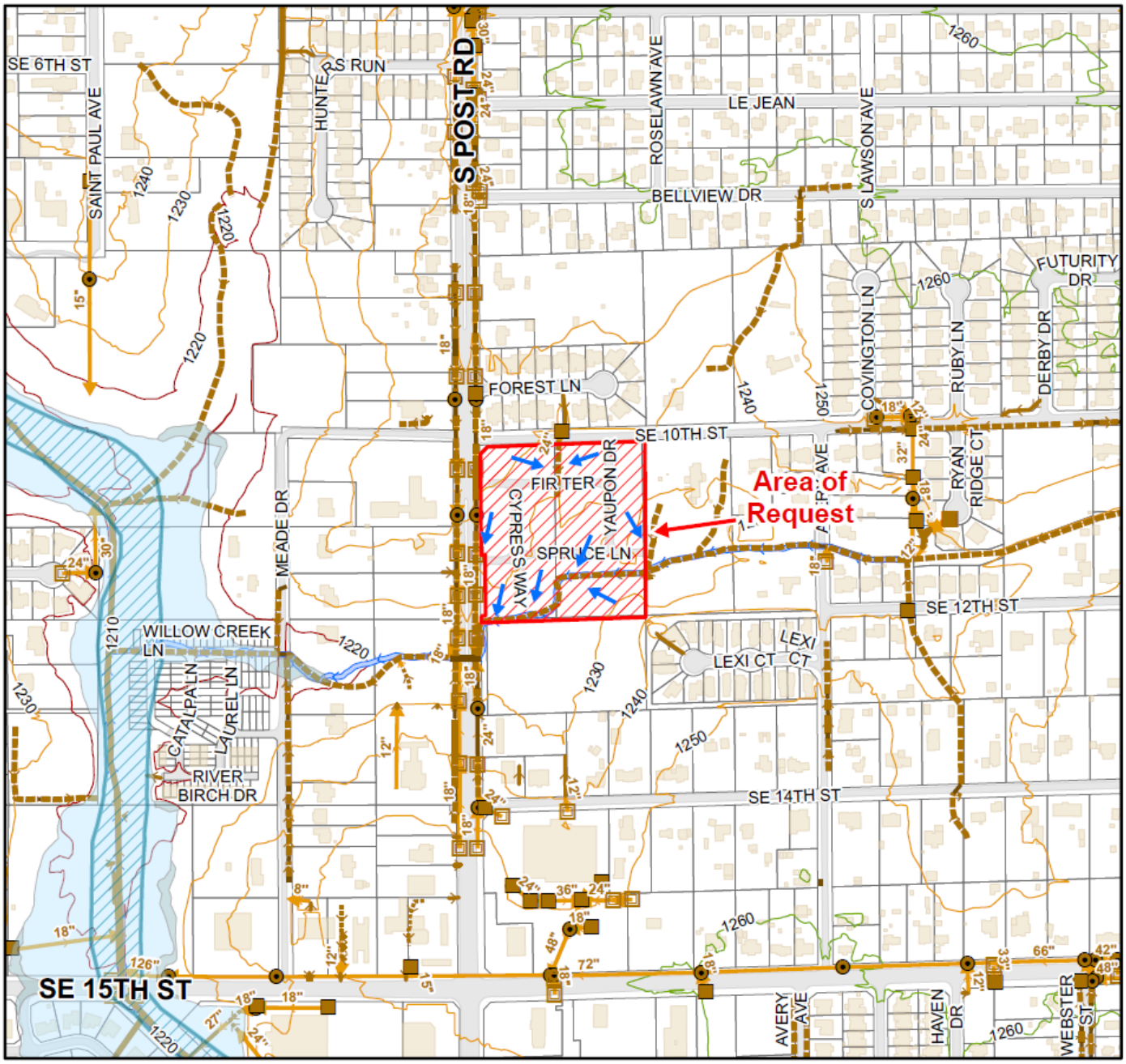
MIDWEST CITY
Where the Spirit Flies High

GIS - Information Technology/ Planning & Zoning



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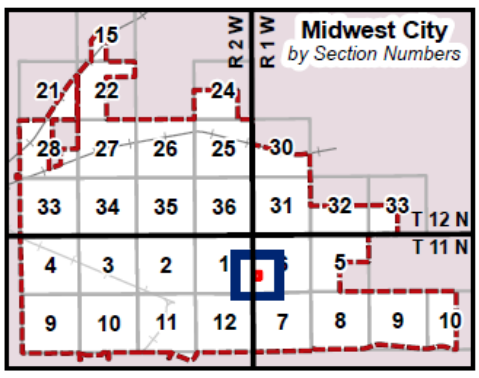

Created on July 18, 2025 using ArcPY script - PC-2220

Drainage Legend

- Curb Inlets
- Inlets
- Junction Box
- Culverts
- Flumes
- Developed Channels
- Trickle Channels
- Undeveloped Channels
- Storm Lines
- Creeks

2009 FEMA Floodplains

- 500-yr floodplain
- 100-yr floodplain
- Floodway

Contours

- 1166-1204 ft
- 1204-1228 ft
- 1228-1250 ft
- 1250-1278 ft
- 1278-1324 ft

DRAINAGE MAP FOR PC-2220 (SW/4, Sec. 6, T11N, R1W)

N

0 500 1,000 Feet

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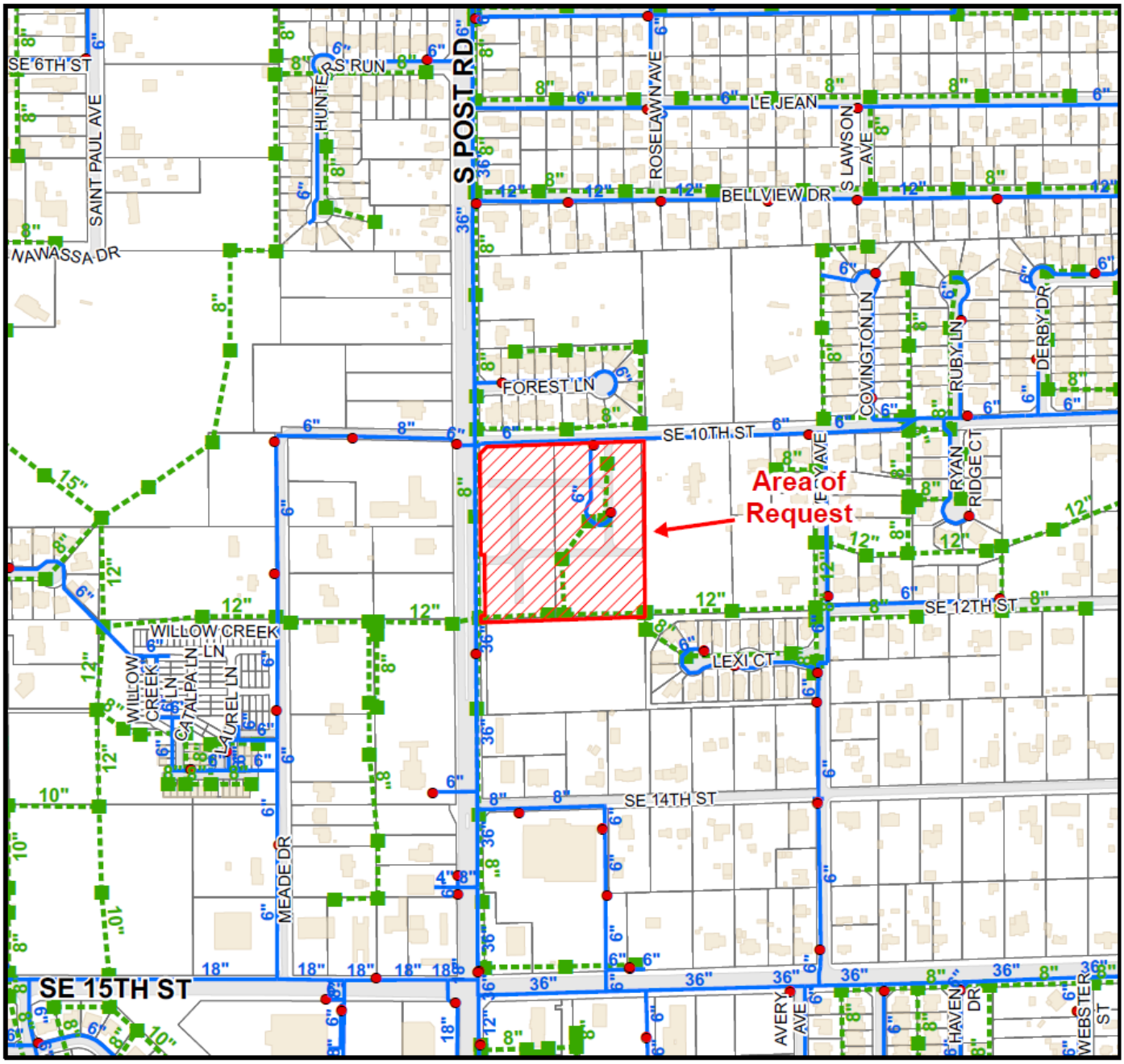

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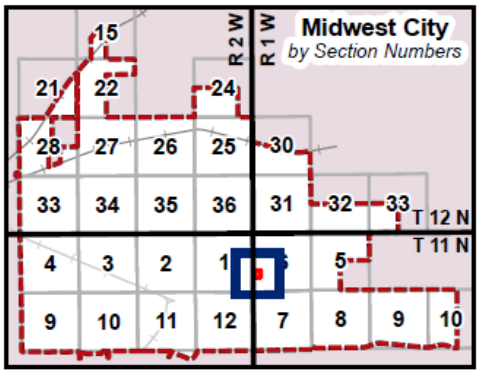

Created on July 15, 2025 using ArcPY script - PC-2220

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-2220 (SW/4, Sec. 6, T11N, R1W)

N

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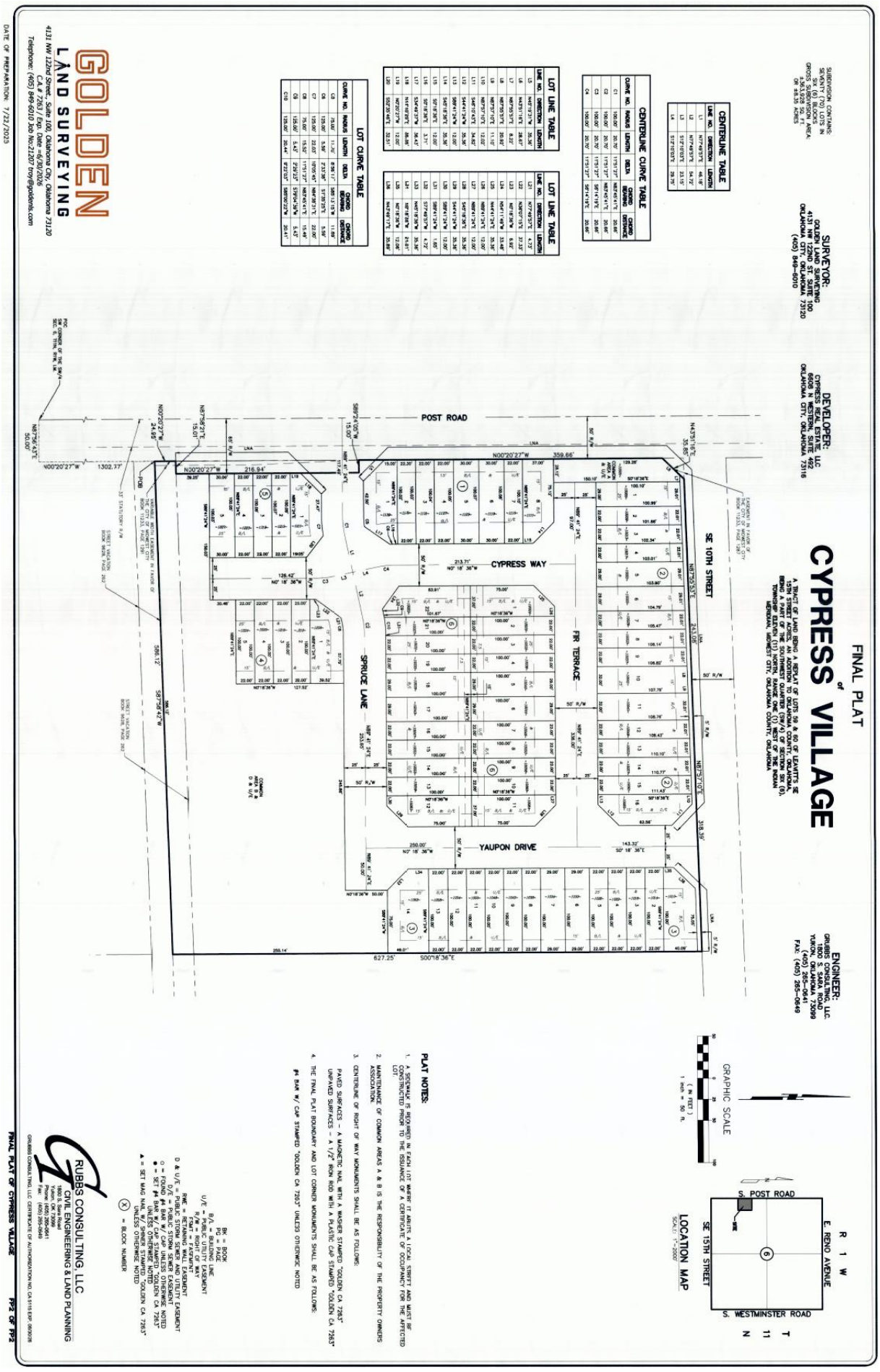

FINAL PLAT
of
CYPRESS VILLAGE
A TRACT OF LAND BEING A REPLAT OF LOTS 59 & 60 OF LEAVITT'S SE 15TH STREET ADDITION, A SUBDIVISION OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SIX (6), TOWNSHIP ELEVEN (11) NORTH, RANGE ONE (1) WEST OF THE INDIAN MERIDIAN, MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA
SURVEYOR:
GOLDEN LAND SURVEYING
4131 NW 122nd STREET
OKLAHOMA CITY, OKLAHOMA 73120
(405) 849-6010
DEVELOPER:
CYPRESS REAL ESTATE, LLC
4131 NW 122nd STREET
OKLAHOMA CITY, OKLAHOMA 73116
ENGINEER:
GRUBBS CONSULTING, LLC
1900 S. SARA ROAD
YUKON, OKLAHOMA 73099
(405) 265-0641
FAX: (405) 265-0649
POST ROAD
SE 10TH STREET
CYPRESS WAY
FIR TERRACE
SPRUCE LANE
YAUPON DRIVE
N00°20'27"W 359.66'
N89°39'33"E 243.05'
N89°39'33"W 318.35'
S00°18'36"E 627.25'
S89°56'42"W 586.12'
N00°20'27"W 1302.77'
N89°56'43"E 50.00'
N89°39'33"W 15.00'
N89°39'33"W 15.01'
N30°20'27"W 24.69'
N43°51'16"E 35.85'
N00°18'36"W 213.71'
N00°18'36"W 126.42'
N00°18'36"W 216.94'
N00°18'36"W 250.00'
S00°18'36"E 143.32'
S00°18'36"E 255.14'
N89°41'24"E 336.00'
N89°41'24"E 233.85'
N89°41'24"E 126.00'
N89°41'24"E 126.00'
N89°41'24"E 126.00

MIDWEST CITY
Where the Spirit Flies High

Public Works
Administration
8730 S.E. 15th Street
Midwest City, OK

NOTICE OF ACCEPTANCE

Date: July 28th, 2025

RE: Cypress Village Addition

Cypress MWC LLC:

I want to inform you that the infrastructure built to service the **Cypress Village Addition** development located along S.E. 10th Street and Post Road has been inspected by the City's Engineering staff and was constructed to meet the City's standards. Along with construction being complete, staff has received as-builts and lien releases for the improvements. All necessary materials will be submitted for acceptance by the City Council on August 26th, 2025, closing the project.

This infrastructure includes:

- Water line extensions within the development.
- Sewer line extensions within the development.
- Street and storm drainage extensions within the development.

Patrick Menefee, P.E.,
City Engineer

MIDWEST CITY
Where the Spirit Flies High

Community Development Department

100 N. Midwest Blvd, Midwest City, OK

To: Honorable Mayor and Council

From: Matt Summers, Community Development Director

Date: August 26, 2025

Subject: (PC-2222) Public hearing, discussion, consideration, and possible action on an ordinance to redistrict from C-3 (Community Commercial District) to PUD (Planned Unit Development), for the property described as Lots 1, 2, 3, 24, 25, and 26 of Block 3 of Aviation Acres Addition, Oklahoma County, Oklahoma.

Executive Summary: The applicant is requesting to rezone the subject property from C-3 to PUD, Planned Unit Development, governed by the C-3 (Community Commercial) District.

The site is approximately 4.54 acres in size and is located on the south side of SE 15th Street.

The proposed PUD would allow for further development of the site. The proposed amendments to the sign and exterior design standards are appropriate and would help to enhance the SE 15th Street corridor.

Both state and local notification requirements were met. At the time of this writing, staff has not received any phone calls from surrounding property owners regarding this application.

At the public hearing before the Planning Commission, there were no comments in support or opposition to this application. The Planning Commission unanimously recommended approval of this application.

Action is at the discretion of the City Council.

Dates of Hearing:	Planning Commission- August 5, 2025 City Council- August 26, 2025
Pre-Application Meeting Date:	June 11, 2025
Council Ward:	Ward 1, Susan Eads
Owner:	Sooner Baptist Church (rep: John Hutchinson)
Applicant:	Chris Rogers, Quiddity Engineering (Letter of Authorization on file)
Proposed Use:	Financial Institution

Size: The subject property contains an area of 4.54 Acres, more or less.

Development Proposed by Comprehensive Plan:

Area of Request:	Office / Retail
North:	Office / Retail
South:	Public / Semi-Public
East:	Office / Retail & High Density Residential
West:	Commercial

Zoning Districts:

Area of Request:	C-3
North:	PUD (Underlying C-3)
South:	HOS
East:	C-4 & HOS
West:	C-3

Land Use:

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

Municipal Code Citation:

2.25. PUD, Planned Unit Development

2.25.1. *General Provisions.* The planned unit development, herein referred to as PUD, is a special zoning district category that provides an alternate approach to conventional land use controls to produce unique, creative, progressive, or quality land developments.

The PUD may be used for particular tracts or parcels of land that are under common ownership and are to be developed as one unit according to a master development plan.

The PUD is subject to special review procedures within 7.3 PUD Application and Review (Page 174), and once approved by the City Council it becomes a special zoning classification for the property it represents.

2.25.2. *Intent and Purpose.* The intent and purpose of the planned unit development provisions are as follows:

(A) *Innovative land* development. Encourage innovative land development while maintaining appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the Comprehensive Plan.

(B) *Flexibility within* developments. Permit flexibility within the development to maximize the unique physical features of the particular site.

(C) *Efficient use of land.* Encourage efficient use of land, facilitate economic arrangement of buildings and circulation systems, and encourage diversified living environments and land uses.

(D) *Function, design, and diversity.* Achieve a continuity of function and design within the development and encourage diversified living environments and land uses.

(E) *Modifications to* development *requirements.* Provide a vehicle for negotiating modifications in standard development requirements in order to both encourage innovative development and protect the health, safety and welfare of the community.

Comprehensive Plan Citation
The Future Land Use designation for the subject property is Office/Retail. The uses proposed by this application are supported by the current designation.

Office/Retail Land Uses
Retail land uses areas are intended to provide for a variety of retail trade, personal, and business services and establishments. Retail establishments generally require greater visibility than do other types of non-residential land uses (e.g., office, commercial). Office uses include professional offices for lawyers, doctors, realtors, and other professionals. Office land uses are generally appropriate in all other non-residential areas of the City. Office development should be compatible with any adjacent residential area.

History:
1. The subject property is part of the Aviation Acres Subdivision approved in 1944.
2. In December 2024 (PC-2189) the subject property was rezoned to C-3.

Next Steps:
If Council approves this rezone, the Applicant can proceed with the appropriate platting approval process and building permits.

Staff Comments-

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

Engineering Staff Comments:
Note: No engineering improvements are required with this application.

Water Supply and Distribution

There are public water mains bordering the proposed parcel, a twelve (12) inch line along the south side of S.E. 15th Street and a six (6) inch line along the west side of Warren Drive. Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

There is an eight (8) inch public sewer main located in the southeast corner of the proposed parcel. Any new building permit will require tying into the public sewer system as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the parcel is from S.E. 15th Street and from Warren Drive. S.E. 15th Street is classified as a secondary arterial road in the 2008 Comprehensive Plan. Warren Drive is classified as a local road in the 2008 Comprehensive Plan. Public road and sidewalk improvements are not required as part of this application. There is no sidewalk across the full frontage of the parcel. Any new building permit will require sidewalk across the full frontage of the proposed parcel.

Drainage and Flood Control, Wetlands, and Sediment Control

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

Easements and Right-of-Way

No further easements or right of way are not required with this application.

Fire Marshal's Comments:

No comments from the Fire Marshal on this application.

Planning Division:

Staff met with the Applicant on June 11, 2025, for a pre-application meeting. The Site Plan Review Team met June 24th to review this application.

PUD Review:

The following is a summary of the areas of the development regulations the PUD proposes to amend for analysis. Please refer to the PUD Master Plan for the full text of the design statement.

Exterior Construction and Design Regulations:

- Exterior of new buildings to consist of seventy (70) percent masonry materials.
- Decorative glass on the building vestibule to be counted towards masonry requirements.

Sign Regulations:

- One (1) permanent off-premises advertising sign identifying the two uses/entities within the development shall be allowed on the property near the south right-of-way line of SE 15th Street.

This PUD application is proposed to facilitate the further development of the subject property. This site was approved for rezoning to C-3 in 2024. This PUD application is proposed to allow for a unique approach to signage for the development and to facilitate an attractive building design.

The proposed sign would be an attractive sign for this corridor and allow the advertisement of both occupants of the district. The proposed alteration of the exterior design regulations would allow the construction of a building with a modern design style featuring a glass vestibule.

Staff recommends approval of this application based on its compliance with the Comprehensive Plan and analysis of the PUD Master Plan.

Action is at the discretion of the Planning Commission.

Action Required

Approve or reject an ordinance to amend the zoning map from C-3 to PUD (Planned Unit Development) governed by C-3 (Community Commercial District) for the property noted herein, subject to staff comments as found in the August 26, 2025, City Council agenda packet and made part of the PC-2222 file.

Suggested Motion:

"To approve an ordinance to amend the zoning map to Planned Unit Development ("PUD") for the subject property, subject to staff comments as found in the August 26, 2025, City Council agenda packet and made part of the PC-2222 file."

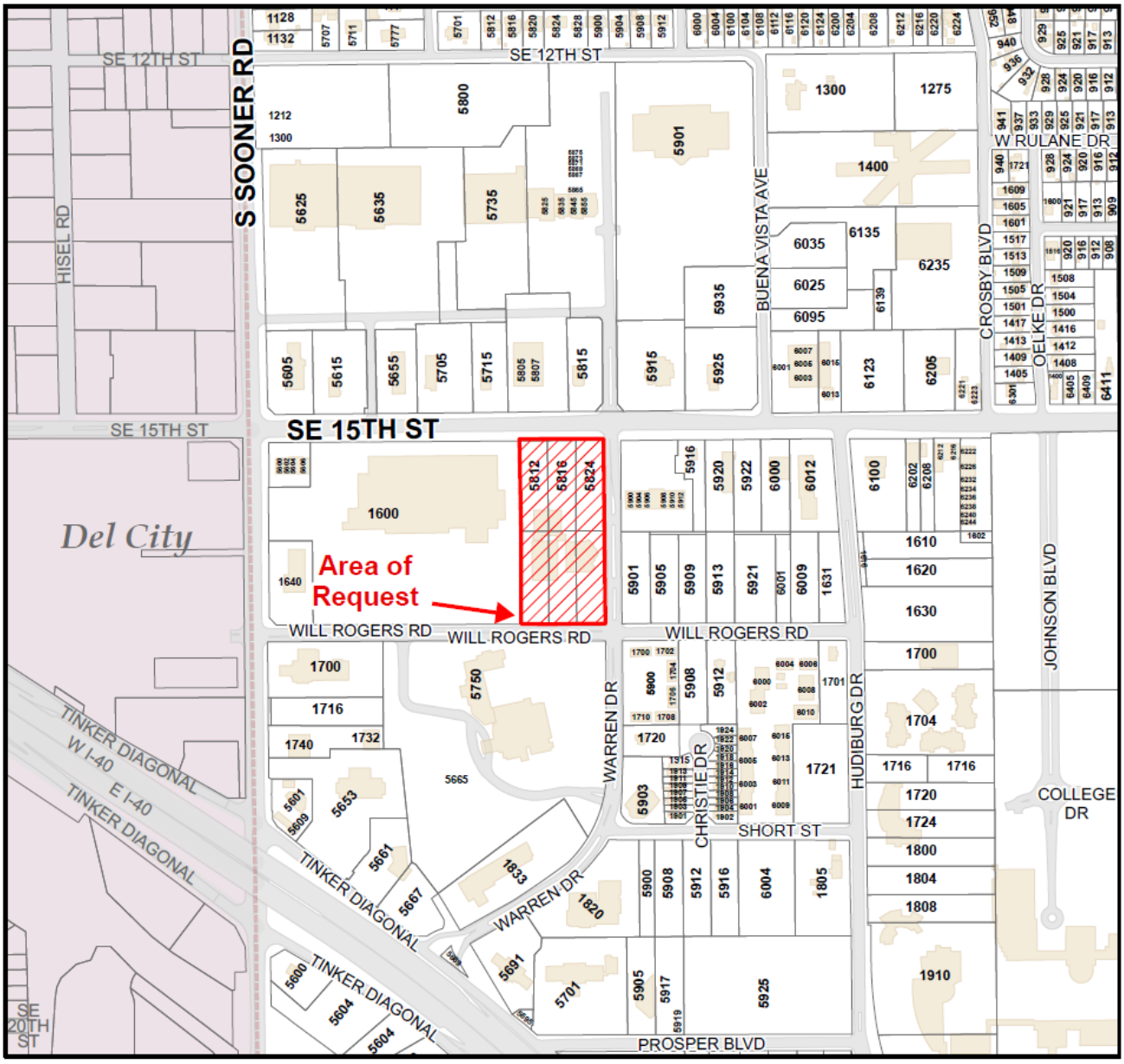
Please feel free to contact the Community Development Department at (405) 739-1220 with any questions.

Matt Summers, AICP

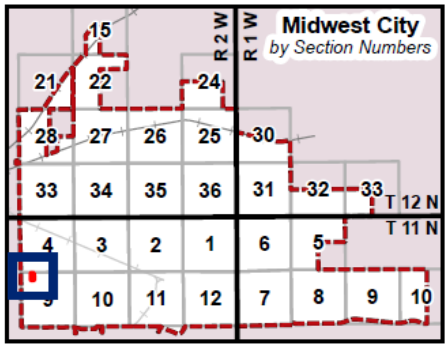
Community Development Director

MIDWEST CITY
Where the Spirit Flies High

GIS - Information Technology/ Planning & Zoning



Locator Map



Created on July 09, 2025 using ArcPY script - PC-2222

General Map Legend

- Buildings
- Edge of Pavement
- MWC City Limits

Railroads

- Active
- Inactive / Closed

GENERAL MAP FOR PC-2222 (NW/4, Sec. 9, T11N, R2W)

N

0 500 1,000 Feet

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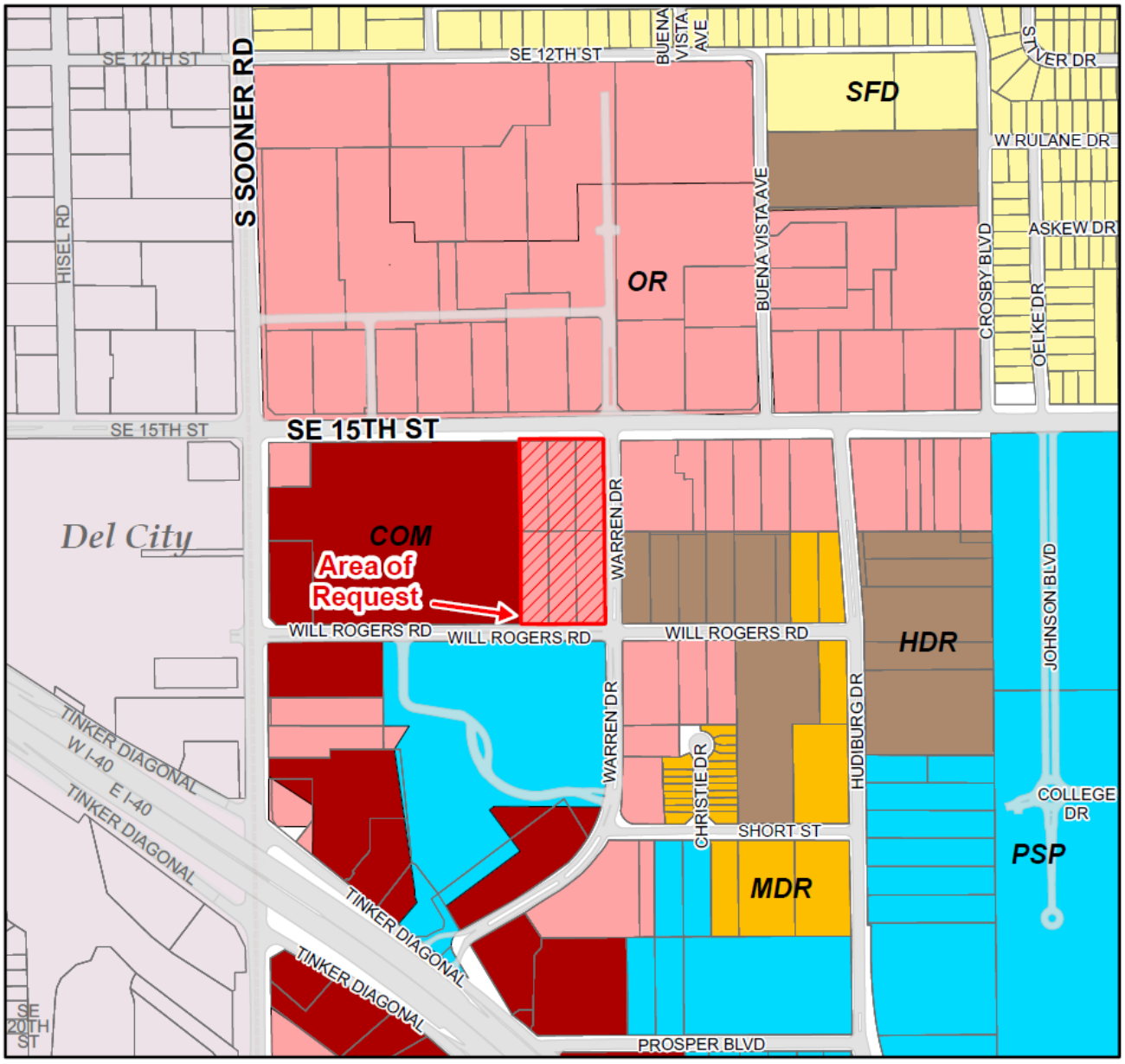

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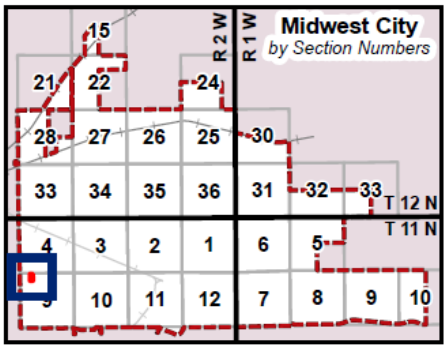

Created on July 21, 2025 using ArcPY script - PC-2222

Future Land Use Legend

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

FUTURE LAND USE MAP FOR PC-2222 (NW/4, Sec. 9, T11N, R2W)

N

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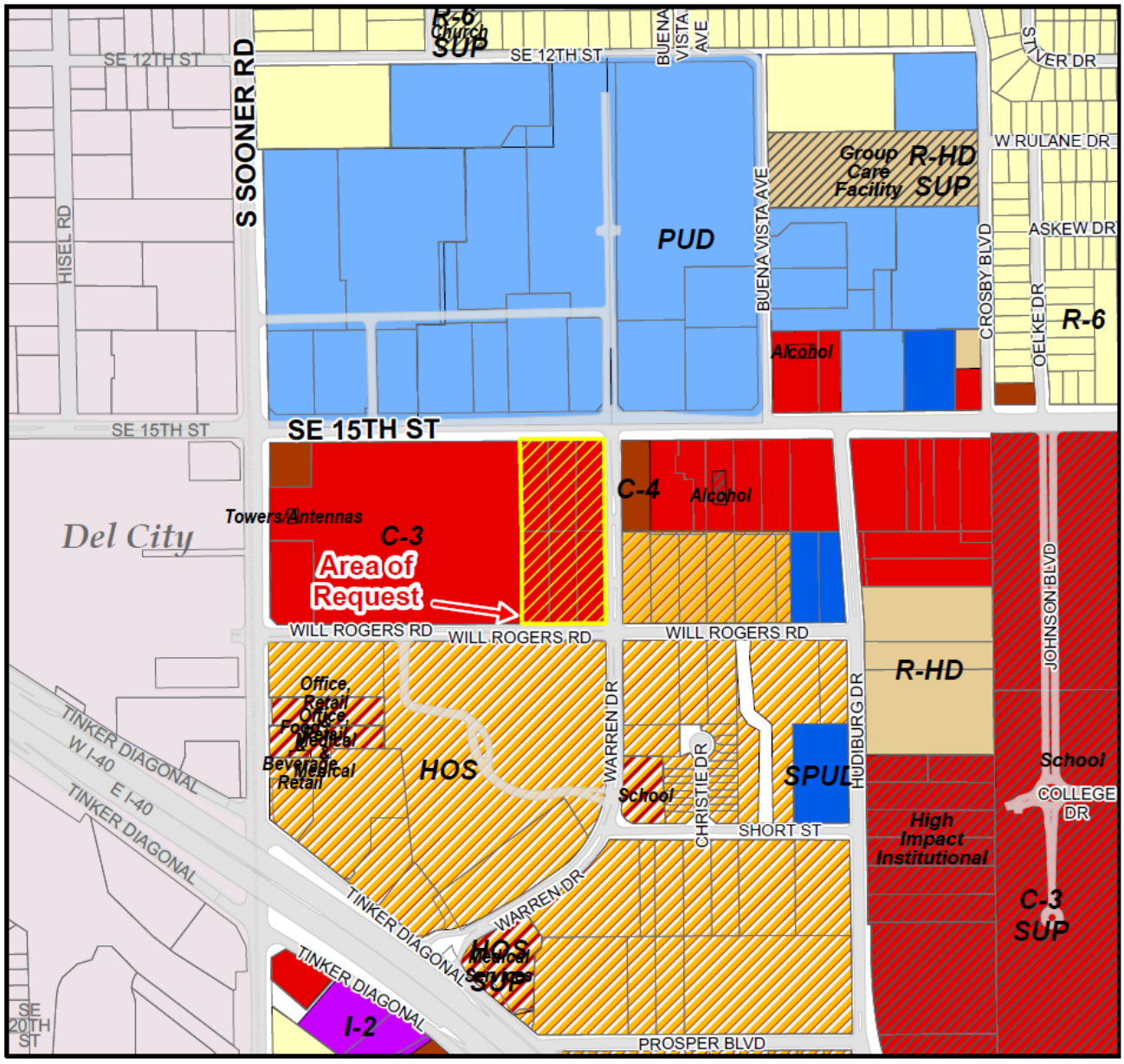

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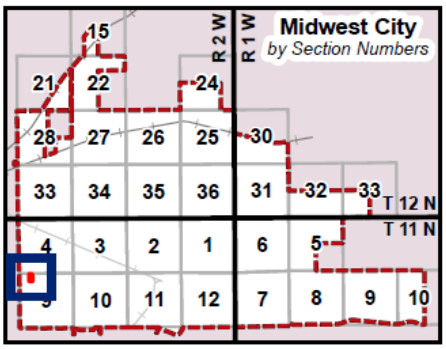

Created on July 15, 2025 using ArcPY script - PC-2222

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-2222 (NW/4, Sec. 9, T11N, R2W)

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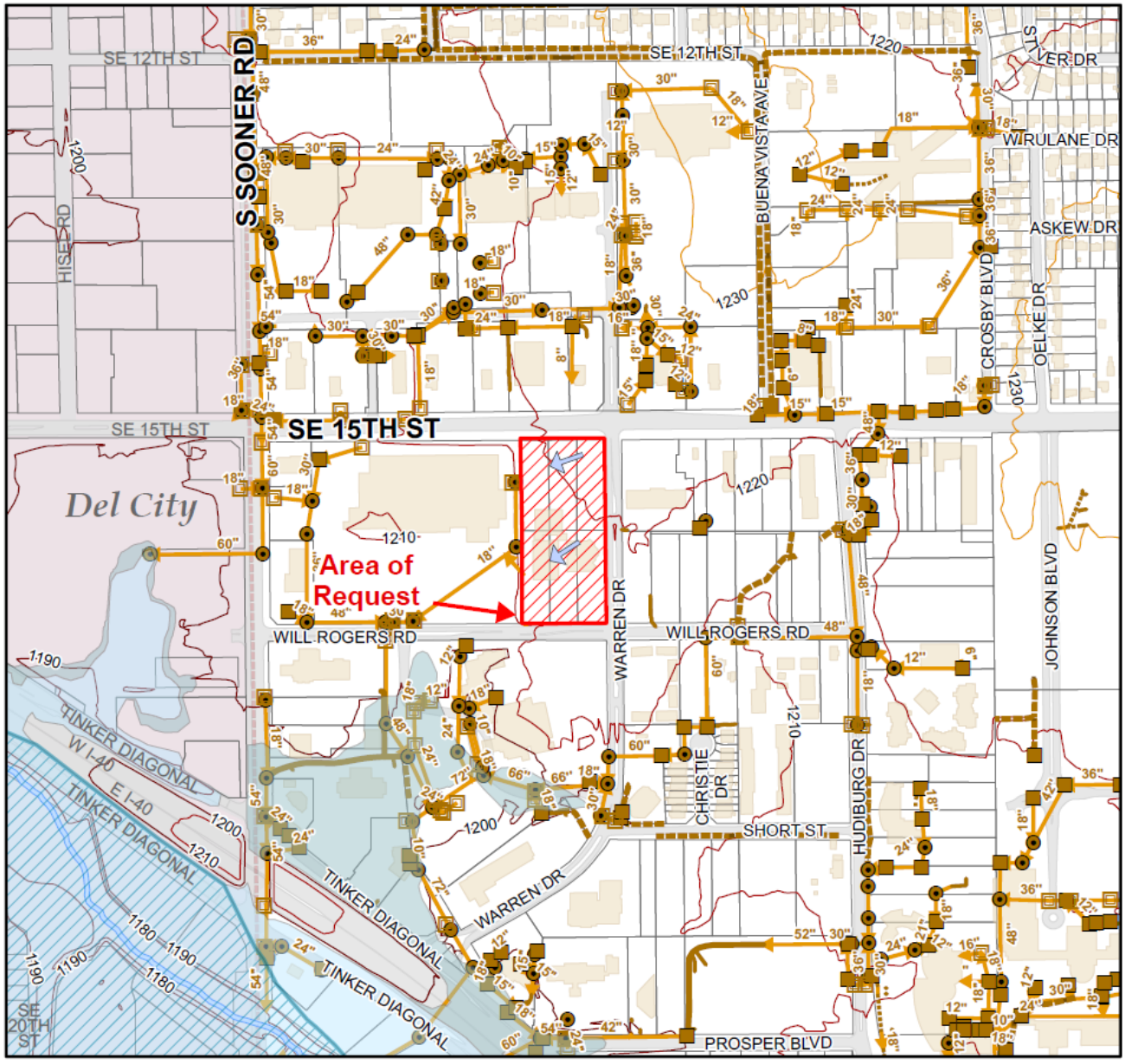

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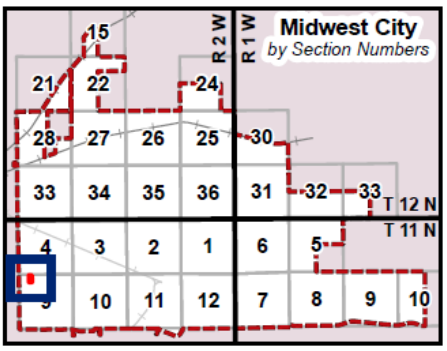

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Drainage Legend

- Curb Inlets
- Inlets
- Junction Box
- Culverts
- Flumes
- Developed Channels
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- Undeveloped Channels
- Storm Lines
- Creeks

2009 FEMA Floodplains

- 500-yr floodplain
- 100-yr floodplain
- Floodway

Contours

- 1166-1204 ft
- 1204-1228 ft
- 1228-1250 ft
- 1250-1278 ft
- 1278-1324 ft

Magnitude

- <2°
- 3-5°
- 6-10°
- 11-20°

DRAINAGE MAP FOR PC-2222 (NW/4, Sec. 9, T11N, R2W)

N

0 500 1,000 Feet

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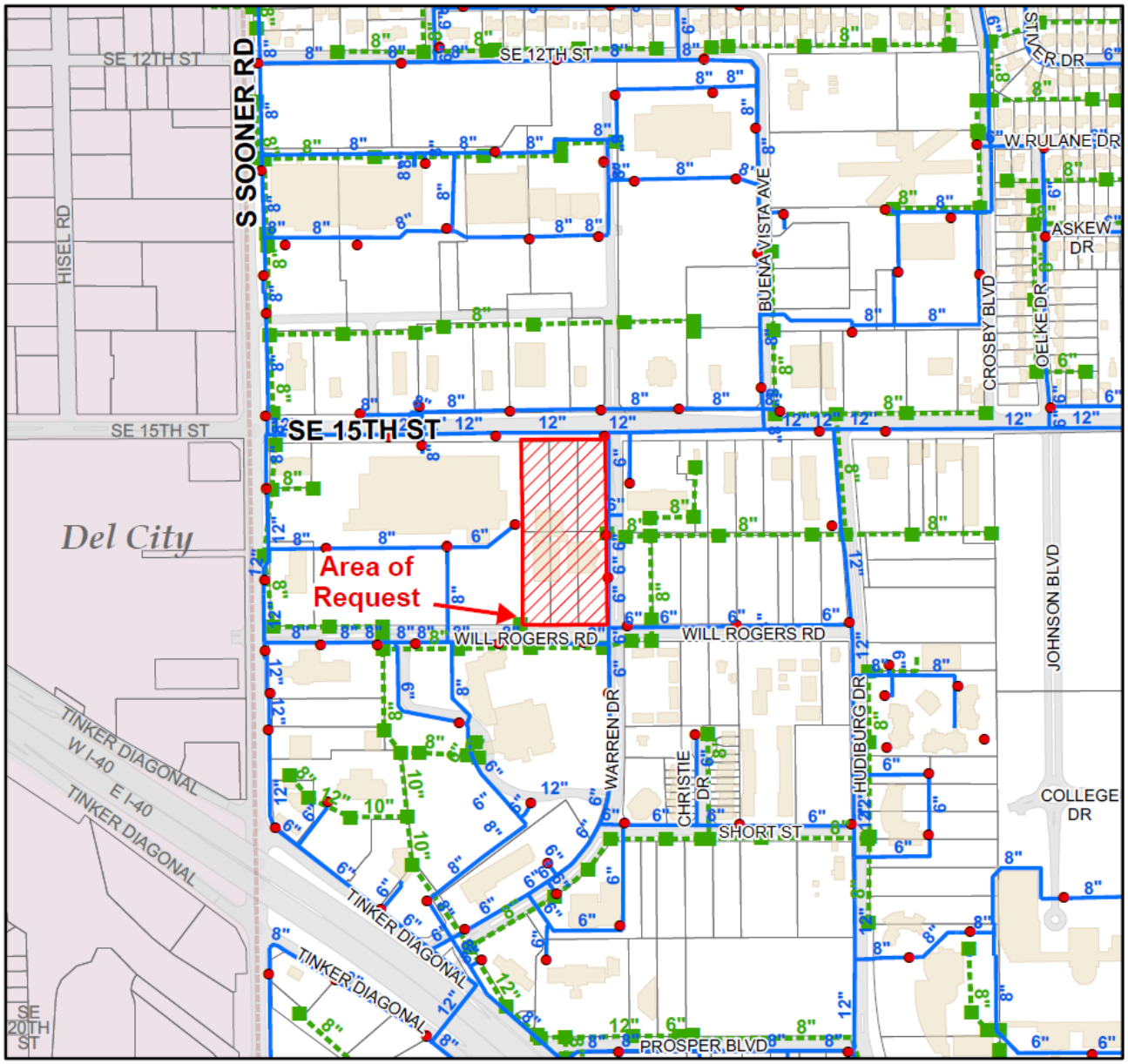

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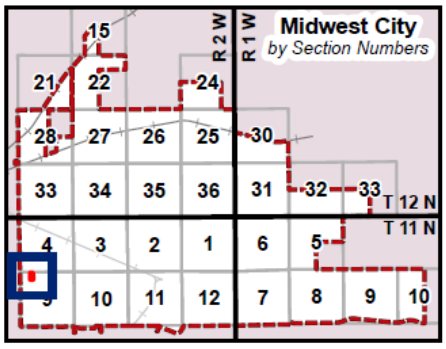

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Water/Sewer Legend

- Fire Hydrants

Water Lines

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

WATER SEWER MAP FOR PC-2222 (NW/4, Sec. 9, T11N, R2W)

N

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THE CITY OF MIDWEST CITY
PLANNED UNIT DEVELOPMENT
MASTER DESIGN STATEMENT
For

LOTS 1-3, 24-26 BLOCK 3 OF AVIATION ACRES (SOONER BAPTIST CHURCH)

June 18, 2025

PREPARED FOR:

Sooner Baptist Church
5824 SE 15th Street
Midwest City, OK 73110

PREPARED BY:

Quiddity Engineering
4500 Mercantile Plaza Drive
Suite 228
Fort Worth, TX 76137
(682) 268-2200
crogers@quiddity.com

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EXHIBIT A – Master Development Plan (attached hereto and made a part hereof)
EXHIBIT B – Building Renderings (attached hereto and made a part hereof)
EXHIBIT C – Sign Renderings (attached hereto and made a part hereof)

1.0 INTRODUCTION

This Planned Unit Development consists of 4.55 acres on six platted lots at the southwest corner of SE 15th Street and Warren Drive in Midwest City, Oklahoma. The addresses of the six lots are 5812, 5816, and 5824 SE 15th Street.

2.0 LEGAL DESCRIPTION

The legal description of the property is:

Lots One (1), Two (2), Three (3), Twenty-four (24), Twenty-five (25), and Twenty-six (26) in Block Three (3), of Aviation Acres, an Addition to Oklahoma County, Oklahoma, according to the recorded plat thereof. Containing 198,000 SF or 4.5454 acres, more or less.

3.0 OWNER/DEVELOPER

The owner of the property described in Section 2.0 is Sooner Baptist Church.

4.0 SITE AND SURROUNDING AREA

The property is currently the location of the Sooner Baptist Church buildings and parking lots. The northern portion of the site along the frontage of SE 15th Street, approximately 1.21 acres, is currently undeveloped. The property was rezoned to C-3 Community Commercial District in December 2024. Property to the north, across SE 15th Street, is zoned PUD governed by C-3. Property to the south, across Will Rogers Road, is zoned HOS. Property to the east, across Warren Drive, is zoned C-4 and HOS. Property to the west is zoned C-3.

5.0 PHYSICAL CHARACTERISTICS

The site is currently partially developed and includes the buildings and parking lots for Sooner Baptist Church. The property generally slopes from northeast to southwest.

6.0 CONCEPT

The concept for this planned unit development is to create a commercial or professional office building and associated parking lot on a lot to be platted in the future on the north portion of the property fronting SE 15th Street.

7.0 SERVICE AVAILABILITY

7.1 STREETS

The property is located on the south side of SE 15th Street, a five-lane curb and gutter street, on the west side of Warren Drive, a two-lane divided curb and gutter street, and on the north side of Will Rogers Road, a two-lane divided curb and gutter street. Access to the property is currently from Warren Drive and Will Rogers Road. Access to the property from SE 15th Street will be proposed for the Development. The intersection of SE 15th Street and Warren Drive is currently signalized.

7.2 SANITARY SEWER

An eight-inch public sanitary sewer main is located on the west side Warren Drive that serves the church building. An extension of the public sanitary to the north will be required for proposed Development.

7.3 WATER

Public water mains border the property. A twelve-inch line exists along the south side of SE 15th Street and a six-inch line exists along the west side of Warren Drive.

7.4 FIRE PROTECTION

Police and fire protection are available from the City of Midwest City. The nearest fire station is Station 2 at 550 Adair Blvd.

7.5 GAS, ELECTRICAL, AND TELEPHONE SERVICES

Gas, electrical, and telephone services exist at the property. Proper coordination with the various utility companies will be made in conjunction with this Development.

7.6 PUBLIC TRANSPORTATION

Public transportation is currently available adjacent to this site.

7.7 DRAINAGE

The property primarily drains via sheetflow undetained to the south into the Will Rogers Road right-of-way. Further development of this property will comply with the requirements of the Midwest City Municipal Code.

8.0 COMPREHENSIVE PLAN

The Midwest City Comprehensive Plan was amended in December 2024 for the future land use designation of the property to be Office/Retail Land Use.

9.0 SPECIAL DEVELOPMENT REGULATIONS

The following Zoning Regulations and/or limitations are placed upon the development of the PUD. Planning and zoning regulations will be those which are in effect at the time of development of this planned unit development. Development is when a permit is issued for any construction or addition to any structure on a development tract. Certain zoning districts are referred to as a part of the Zoning Regulations of this PUD. For purposes of interpretation of these Zoning Regulations, the operative and controlling language and regulations of such zoning districts shall be the language and regulations applicable to the referenced zoning districts as contained in the Midwest City Municipal Code as such exists at the time of development of this PUD. In the event of conflict between provisions of this PUD and any of the provisions of the Midwest City Municipal Code, as amended (Code), in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this PUD, the provisions of the code shall prevail and be controlling; provided, however, that in the event of a conflict between the Zoning Regulations specifically negotiated as a part of this PUD and the provisions of the Code in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this planned unit development, such Zoning Regulations of this PUD shall prevail and be controlling.

9.1 USE AND DEVELOPMENT REGULATIONS

The Use and Development Regulations of the C-3 Community Commercial District shall govern the property, except as modified herein.

9.2 EXTERIOR CONSTRUCTION AND DESIGN REGULATIONS

The exterior of new buildings shall consist of seventy (70) percent masonry materials. Decorative glass on the building vestibule is considered and counted toward the approved masonry material requirement.

9.3 SIGN REGULATIONS

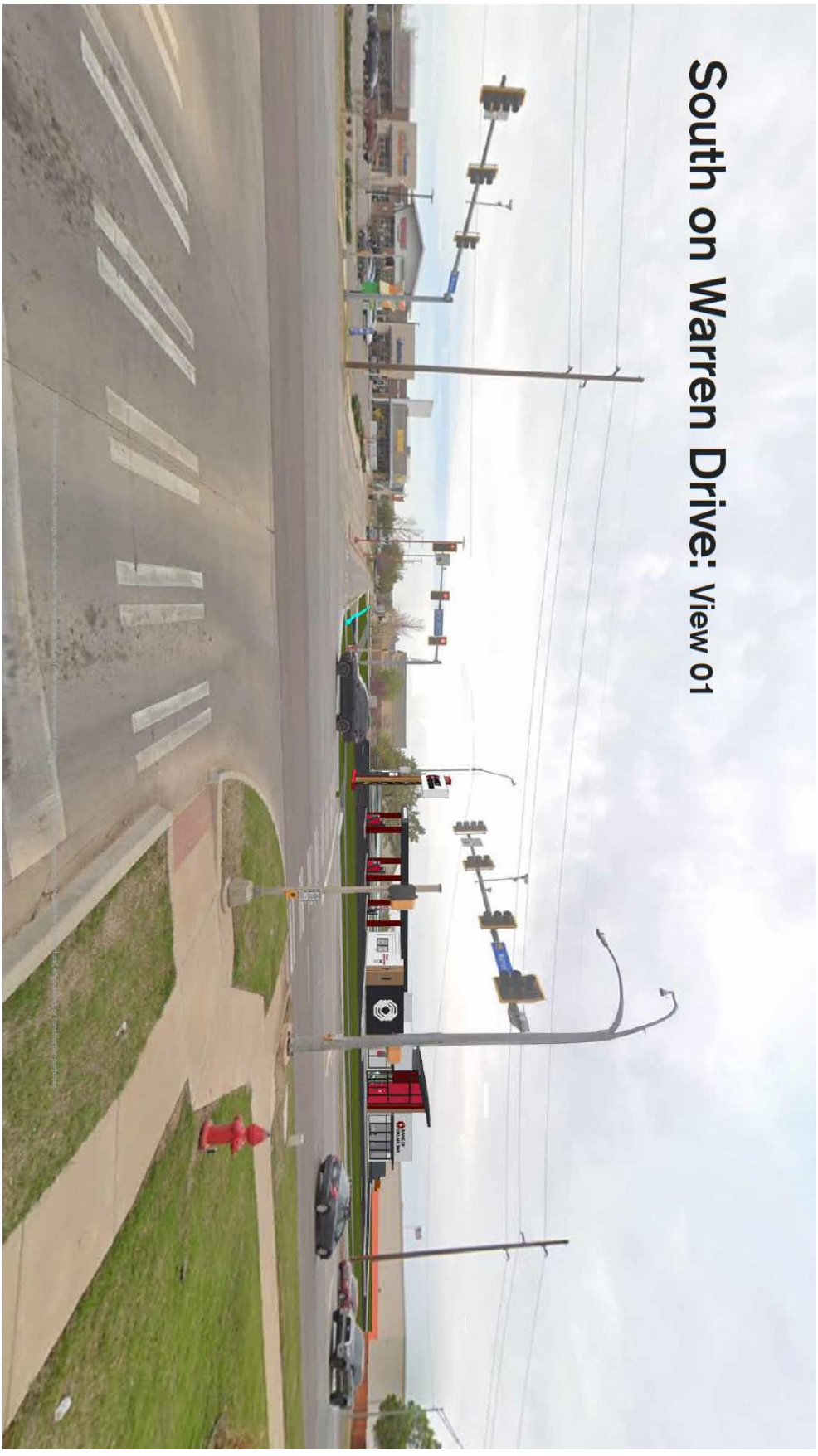
One (1) permanent off-premises advertising sign identifying the two users/entities within the development shall be allowed on the property near the south right-of-way line of SE 15th Street.

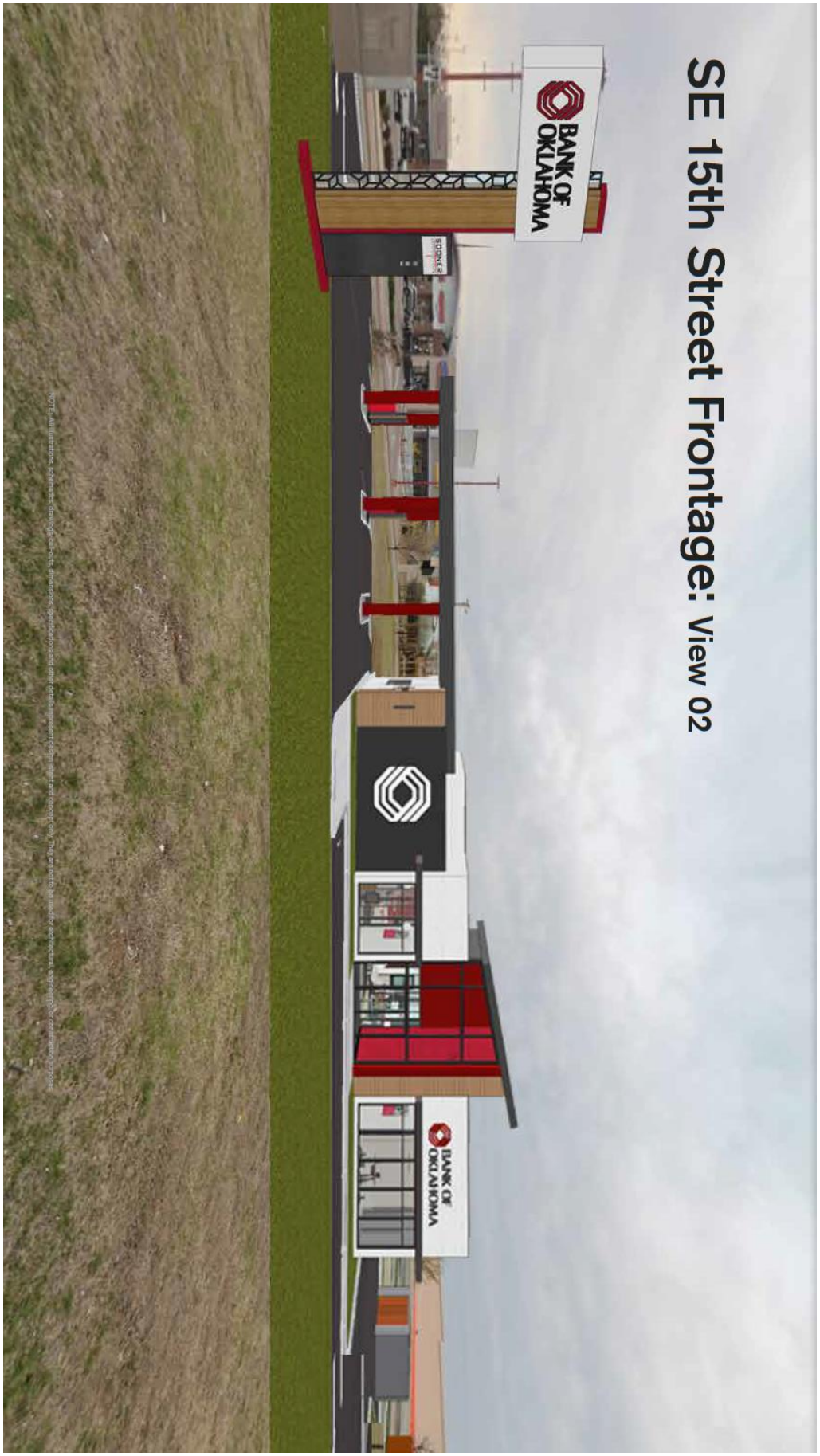
10.0 EXHIBITS

Exhibit A: Master Development Plan – Conceptual

Exhibit C: Building Renderings - Conceptual

Exhibit B: Sign Rendering - Conceptual


South on Warren Drive: View 01

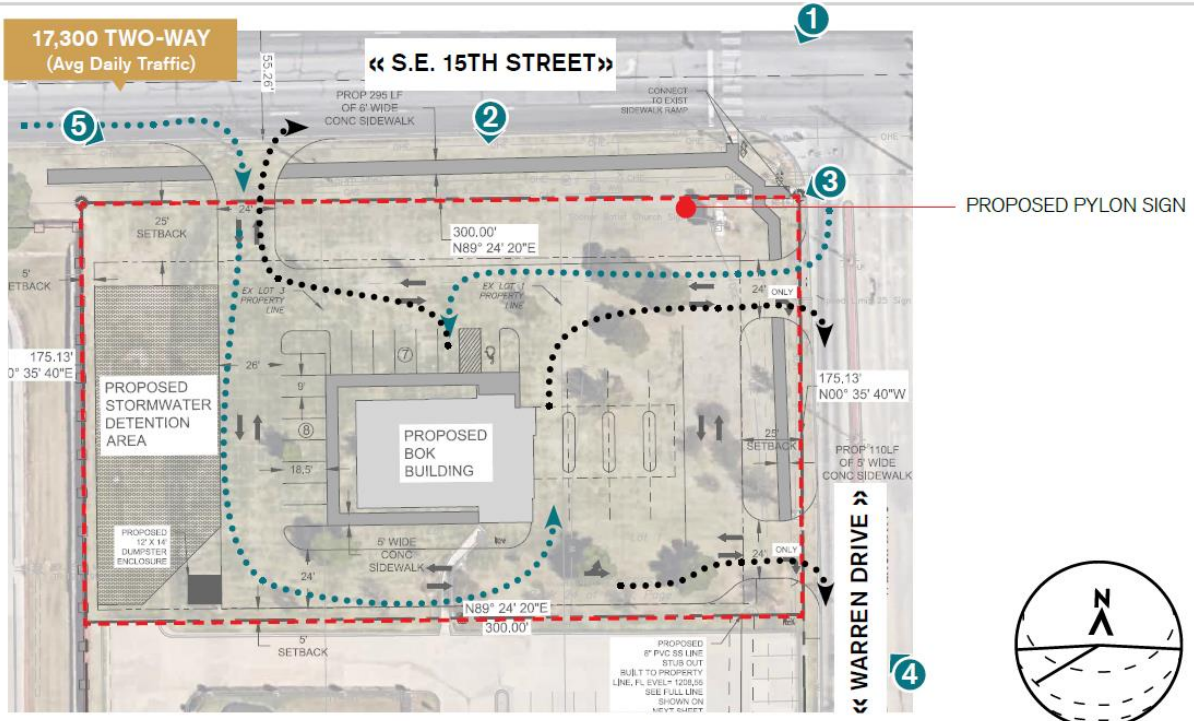

SE 15th Street Frontage: View 02
BANK OF OKLAHOMA
BANK OF OKLAHOMA

SPEED LIMIT
25
BOOMER
BANK OF OKLAHOMA

East on SE 15th Street: View 04

Midwest City

Site Planning: Proposed



GROSS LAND AREA: **+/- 1.21 ACRES**

BOK_MidwestCity_SignageStudy_EP01Add03
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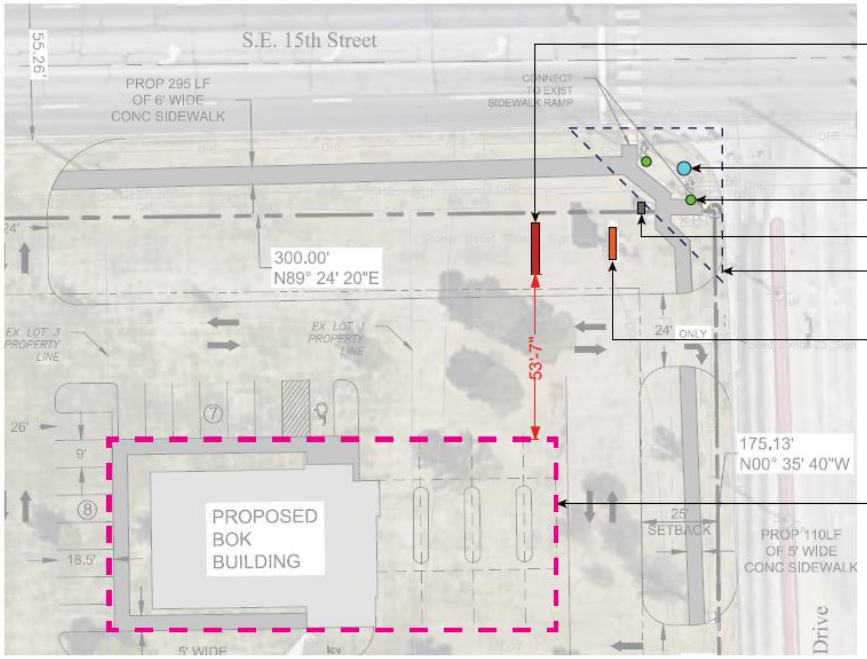
NOTE: All illustrations, schematics, drawings, call-outs, dimensions, specifications and other details represent design intent and concept only. They are not to be used for architectural, engineering, or construction purposes.

Midwest City

Site Planning: Proposed / Detail



Proposed new Bank of Oklahoma sign (approximate)

Existing traffic signal

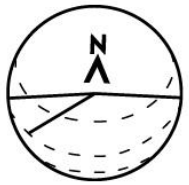
Existing pedestrian signals

Existing utility box

50' sight triangle

Existing Sooner Baptist Church sign (to be removed)

Proposed new building (approximate)



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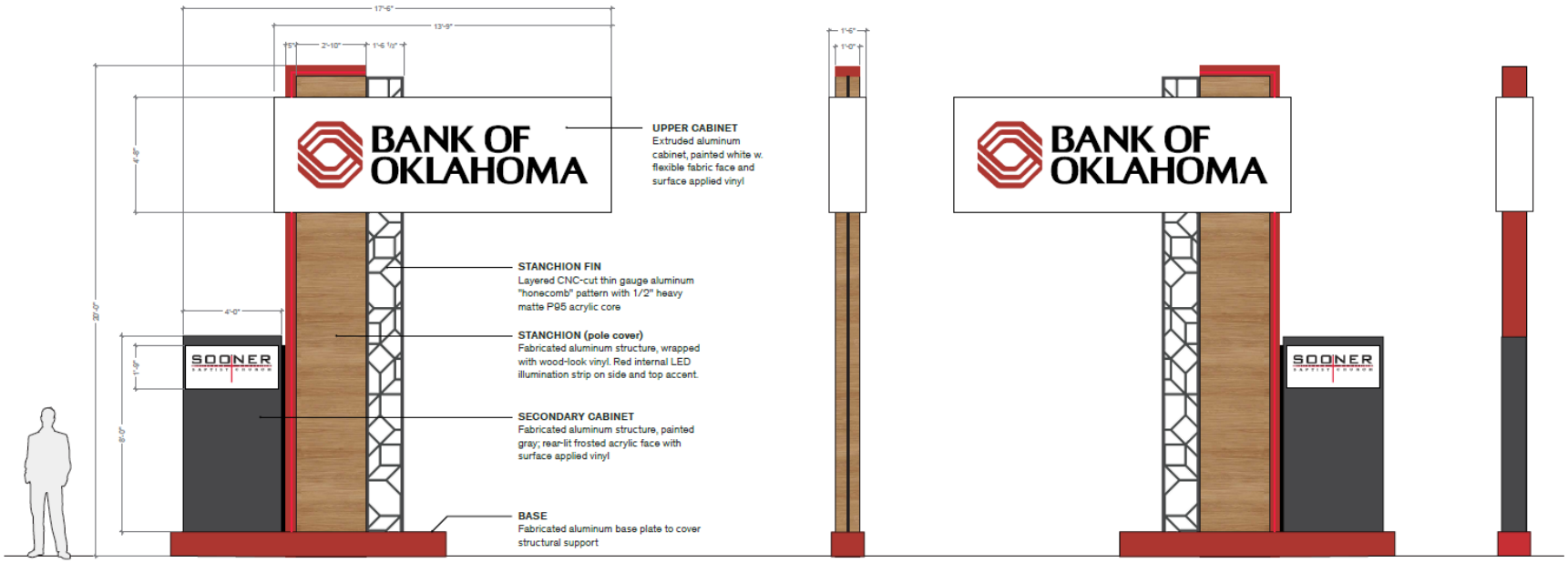
Midwest City

Pylon Sign: Details

Total sign area (West View): 166.5 square feet



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PC-2222

ORDINANCE NO. _____

AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY DESCRIBED IN THIS ORDINANCE FROM C-3 TO PUD, PLANNED UNIT DEVELOPMENT, AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY'S ZONING DISTRICT; AND PROVIDING FOR REPEALER AND SEVERABILITY

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

ORDINANCE

SECTION 1. That the zoning district of the following described property is hereby reclassified from C-3 to PUD, Planned Unit Development with the C-3 zoning district as a base zoning subject to the conditions contained in the PC-2222 file, and that the official Zoning District Map shall be amended to reflect the reclassification of the property's zoning district as specified in this ordinance:

> ALL OF LOTS ONE (1), TWO (2), THREE (3), TWENTY-FOUR (24), TWENTY-FIVE (25), TWENTY-SIX (26), IN BLOCK THREE (3), OF AVIATION ACRES, AN ADDITION TO OKLAHOMA COUNTY, OKLAHOMA ACCORDING TO THE RECORDED PLAT THEREOF.

SECTION 2. That the PUD master plan is adopted for the property described by the legal description in Section 1. The master plan consists of both a Design Statement and a Master Development Plan Map. The master plan is included in this ordinance as Exhibit A. Any modifications, revisions, or expirations of the PUD master plan will be handled in accordance with Appendix A of the Midwest City Municipal Code.

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

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

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____
MATTHEW D. DUKES II, Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

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

_____
DONALD MAISCH, City Attorney

Community Development Department

100 N. Midwest Blvd, Midwest City, OK

To: Honorable Mayor and Council

From: Matt Summers, Community Development Director

Date: August 26, 2025

Subject: (PC-2221) Public hearing, discussion, consideration, and possible action to consider approval of a Special Use Permit (SUP) to allow *Eating Establishments: Sit-Down, Alcoholic Beverages Permitted* in the C-3 (Community Commercial District) for the property located at 2113 S. Air Depot Blvd, Midwest City, Oklahoma.

Executive Summary: The Applicant is requesting approval of a Special Use Permit for the subject property to allow Eating Establishments: Sit-Down, Alcoholic Beverages Permitted in the C-3 district.

The subject property was granted a permanent Certificate of Occupancy for Star KTV on January 27, 2025. The applicant would like to add the service of alcoholic beverages to the location. A similar application was considered by the City Council in March 2025. This application proposes hours of operation from 11 AM – 2 AM; and restricting access after 10 PM to those 21 years of age and older. Approval of the application under these conditions would set hours of operation similar to those held by other businesses allowed to sell alcohol in this area on S. Air Depot Blvd.

Staff has received confirmation from the ABLE Commission that the applicant can be issued a license from the Commission.

Both state and local notification requirements were met. At the time of this writing, staff received one (1) phone call from an owner of surrounding property in opposition to the proposal.

At the public hearing before the Planning Commission, one (1) adjoining property owner spoke in opposition to this application. The issues identified by the adjoining owner were related to noise and the potential for loitering on the subject property and how it may impact their site.

The subject property is already able to operate as a restaurant and karaoke facility without a restriction on its hours of operation. Approval of this application would set a closing time of 2 AM, which would reduce the hours of operation, which should reduce the potential for noise from the subject property to impact adjoining properties. Additionally, if there are existing nuisance issues such as noise, there are more appropriate and quicker avenues available to address these issues outside of this application.

The Planning Commission voted 5-2 to recommend denial of this application.

Action is at the discretion of the City Council.

Dates of Hearing:
Planning Commission- August 5, 2025
City Council- August 26, 2025

Date of Pre-Application Meeting: June 3, 2025

Date of Site Plan Review Team Meeting: June 24, 2025

Council Ward: Ward 1, Susan Eads

Owner: Henry Pham, Phamily Properties LLC

Applicant: Henry Pham, Phamily Properties LLC

Zoning Districts:

Area of Request:	C-3
North:	C-3
South:	C-3
East:	R-6
West:	C-3

Land Use:

Area of Request:	Office/Retail
North:	Office/Retail
South:	Office/Retail
East:	Single Family Detached Residential
West:	Commercial

Municipal Code Citation:
7.6. – Special Use Permit
7.6.1. *General Description and Authorization.* The uses listed under the various districts as special use permits are so classified because they more intensely dominate the area in which they are located than do other uses permitted in the district.

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

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

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

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

7.6.3. *Criteria for* Special Permit *Approval.*

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

(1) Whether the proposed use shall be in harmony with the policies of the comprehensive plan.

(2) Whether the proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.

(3) Whether the proposed use shall not adversely affect the use of neighboring properties.

(4) Whether the proposed use shall not generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood.

(5) Whether utility, drainage, parking, loading, signs, lighting access and other necessary public facilities to serve the proposed use shall meet the adopted codes of the city.

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

(1) The duration of the permit;

(2) The location, design, operation, and screening to assure safety;

(3) To prevent a nuisance;

(4) To control the noxious effects of excessive sound, light, odor, dust or similar conditions; and

(5) The hours of operation for any applicant receiving a special use permit.

7.6.4. *Status of Special Use Permits.* Once a special use permit has been granted for a lot, said special use permit may not be expanded to another lot without application for a new special use permit.

Provided, however, churches may expand if the property on which said church will be located is owned, as reflected by official records kept by the Registrar of Deeds for Oklahoma County, Oklahoma, on or prior to June 22, 1982.

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

(A) *Non-establishment.*

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

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

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

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

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

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

original application. The amendment shall be processed in the same manner as an original application.

The following uses are permitted in the C-3, Community Commercial District with a Special Use Permit:

4.4.28. Eating Establishments: Sit-Down, Alcoholic Beverages Permitted. Establishments or places of business where customers are seated and served, and are engaged in the sale, mixing or dispensing of beverages containing alcohol by weight, or wine capable of being consumed as a beverage or any kind of on-premises consumption as accessory to a restaurant operation. All requirements of Title 37A of the Oklahoma Statutes and Chapter 5 of the Midwest City Code must be met.

4.4.42. Participant Recreation and Entertainment: Indoor. Those participant recreation and entertainment uses conducted within an enclosed building.

History:

1. The subject property was zoned C-3 with the adoption of the 1985 Zoning Map.
2. A special use permit for Brielle's Bistro was approved September 2021. Official's Sports Bard operated in conjunction with Brielle's, however, utility services were terminated and the Special Use Permit expired.
3. March 2025 (PC-22017) City Council denied an application for a special use permit to allow 4.4.28. Eating Establishments: Sit-Down, Alcoholic Beverages Permitted on the subject property.

Next Steps:

If Council approves this special use permit, the applicant will need to obtain their State Liquor License and City Occupational License.

Staff Comments-

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

Engineering Staff Comments:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

There is a public water main bordering the proposed parcel, a twelve (12) inch line running along the east side of Air Depot Boulevard. Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

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

Streets and Sidewalks

Access to the parcel is available from Air Depot Boulevard, respectively. Air Depot Boulevard is classified as a secondary arterial in the 2008 Comprehensive Plan. Public road and sidewalk improvements are not required as part of this application.

Drainage and Flood Control, Wetlands, and Sediment Control

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

Easements and Right-of-Way

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

Fire Marshal's Comments:
No comments.

Planning Division:
The subject property has a Certificate of Occupancy, and currently operates as a restaurant with private karaoke rooms. If this application is approved, the applicant would be allowed to add alcohol sales as part of the restaurant operations. The applicant is proposing operating hours of 11 AM – 2 AM, and restricting access after 10 PM to persons 21 years of age or older.

The proposed hours of operation and age restrictions would allow the site to operate in a more consistent manner with existing businesses on the S. Air Depot Blvd. corridor than the application considered by the City Council in March 2025. This site has previously been approved as a restaurant with alcoholic beverage sales.

The subject property is mostly surrounded by properties zoned for commercial uses, with the exception of the residential properties on the east side of S. Air Depot Blvd. This application should have minimal impacts on surrounding property owners

Analyzing the criteria required by Section 7.6.3. (A) of Appendix A of the Midwest City Municipal Code:

1. The proposed use is in harmony with he policies of the Comprehensive Plan.
2. The proposed use is in harmony with the general purpose and intent of the C-3 zoning district.
3. The proposed use should not adversely affect the use of the neighboring properties.
4. The proposed use will not generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing or anticipated traffic in the area.
5. The utility, drainage, parking, loading, signs, lighting access and other public facilities needed to serve the proposed use are available on the subject property.

Staff recommends the following conditions be imposed on an approval of this application for a special use permit for the subject property.

1. The permit shall become null and void upon change in occupancy of the subject property.

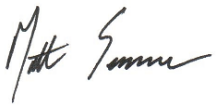
2. The hours of operation on the subject property shall not extend past 2 AM.
3. After 10 PM, no persons under the age of 21 years shall be allowed.

Action is at the discretion of the Council.

Action Required:
Approve or reject the Special Use Permit for the property noted herein, subject to staff comments as found in the August 26, 2025, City Council agenda packet and made part of the PC-2221 file.

Suggested Motion:
"To approve the Special Use Permit for the property noted herein, subject to staff comments found in the August 26, 2025, City Council agenda packet and made part of the PC-2221 file."

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



Matt Summers, AICP
Community Development Director

MIDWEST CITY
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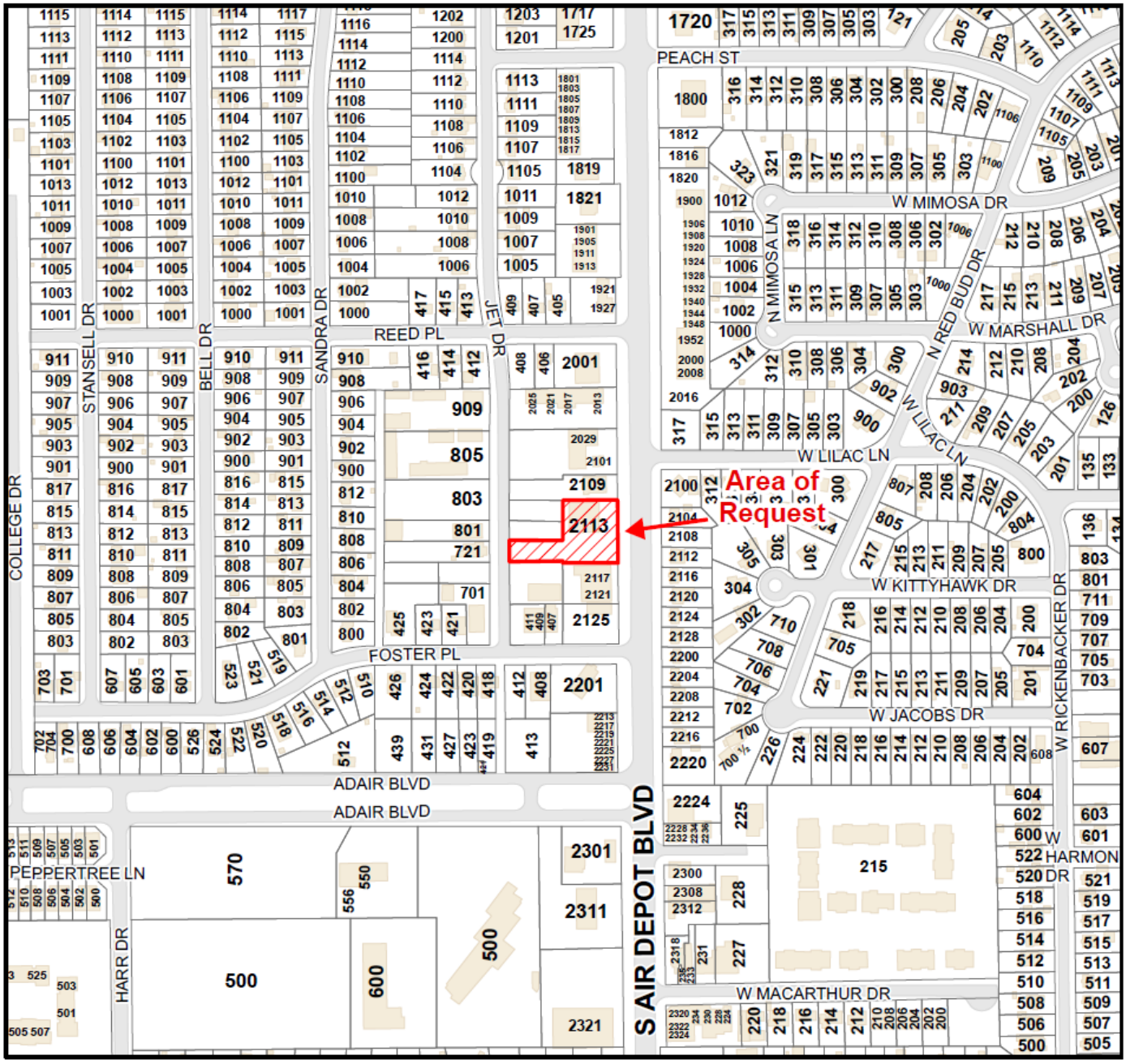
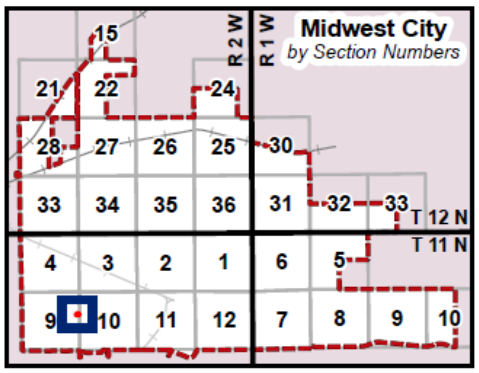
GIS - Information Technology/ Planning & Zoning



Locator Map



Created on July 09, 2025 using ArcPY script - PC-2221

General Map Legend

- Buildings
- Edge of Pavement
- MWC City Limits

Railroads

- Active
- Inactive / Closed

GENERAL MAP FOR PC-2221 (NE/4, Sec. 9, T11N, R2W)

N

0 300 700 Feet

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

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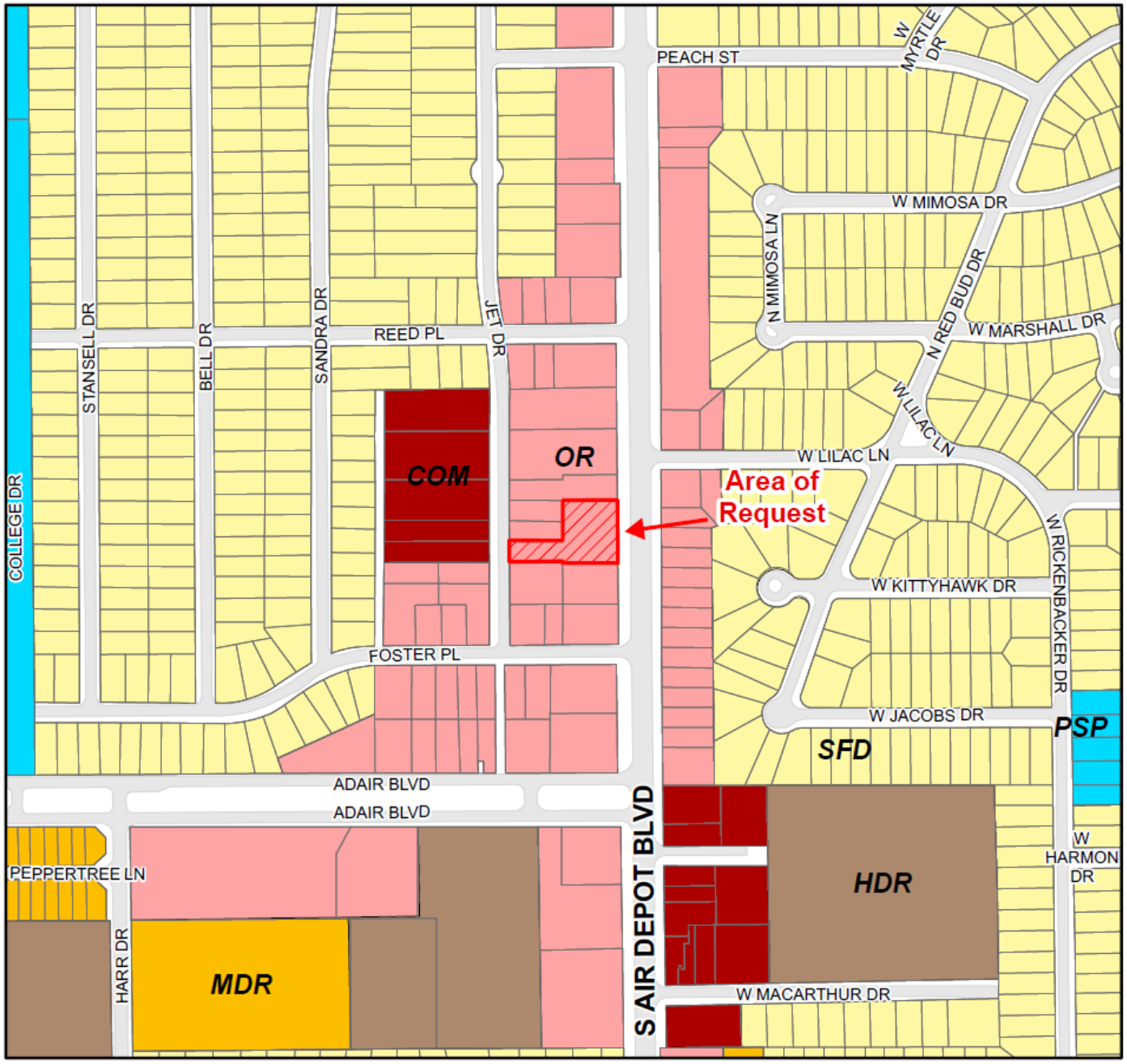
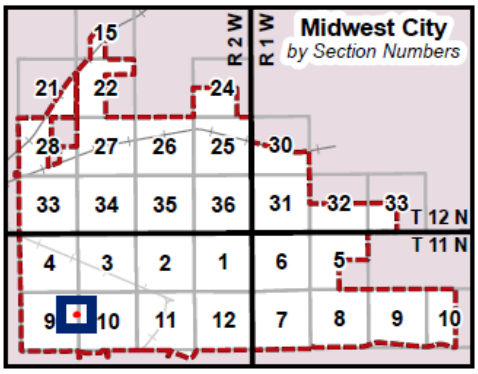
GIS - Information Technology/ Planning & Zoning



Locator Map



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Future Land Use Legend

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

FUTURE LAND USE MAP FOR PC-2221 (NE/4, Sec. 9, T11N, R2W)

N

0 300 700 Feet

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

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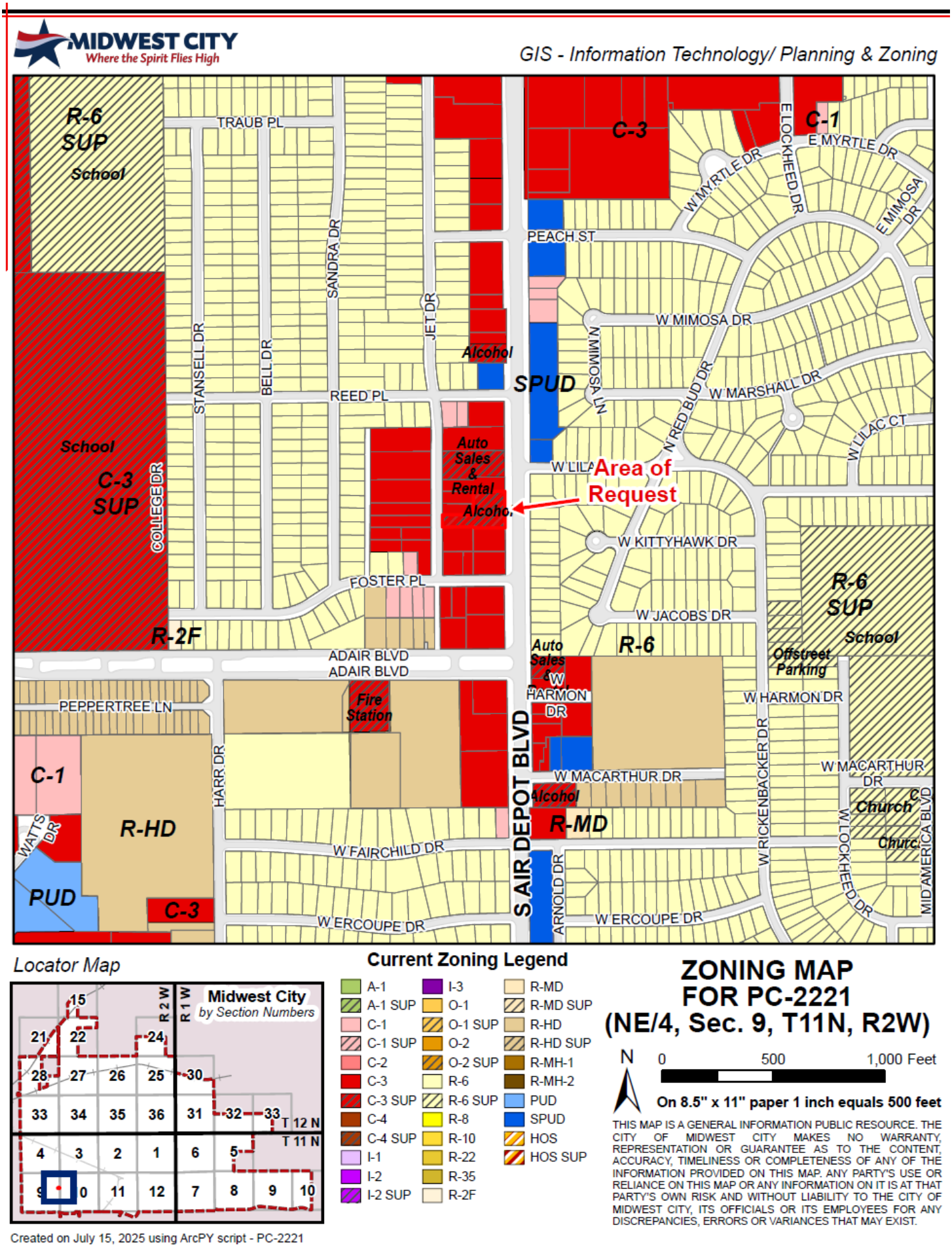


Locator Map

Created on July 15, 2025 using ArcPY script - PC-2221

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-2221 (NE/4, Sec. 9, T11N, R2W)

N

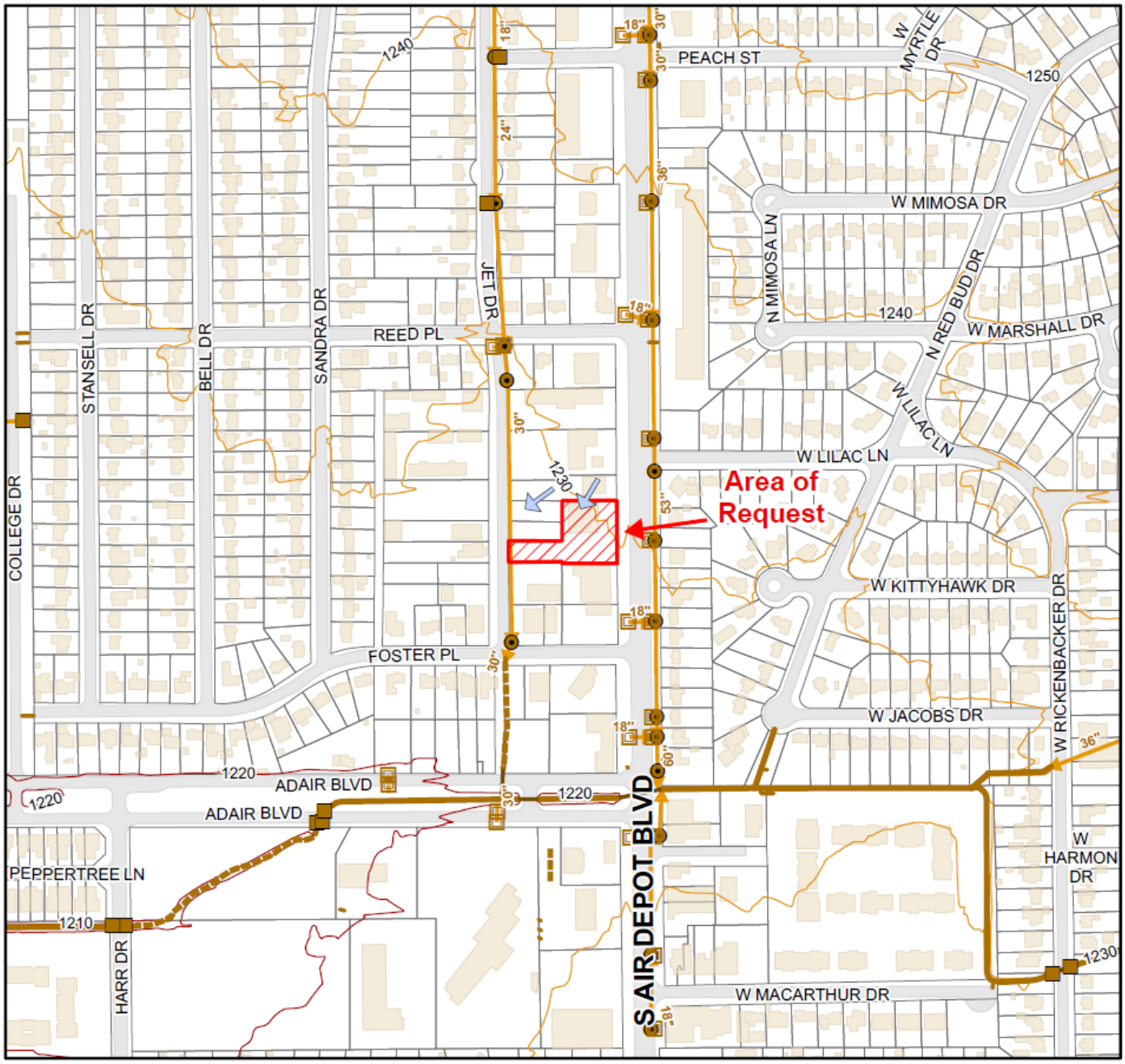
0 500 1,000 Feet

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

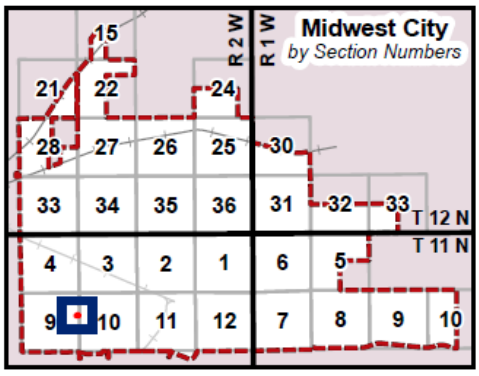
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT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

MIDWEST CITY
Where the Spirit Flies High

GIS - Information Technology/ Planning & Zoning



Locator Map



Created on July 09, 2025 using ArcPY script - PC-2221

Drainage Legend

- Curb Inlets
- Inlets
- Junction Box
- Culverts
- Flumes
- Developed Channels
- Trickle Channels
- Undeveloped Channels
- Storm Lines
- Creeks

2009 FEMA Floodplains

- 500-yr floodplain
- 100-yr floodplain
- Floodway

Contours

- 1166-1204 ft
- 1204-1228 ft
- 1228-1250 ft
- 1250-1278 ft
- 1278-1324 ft

Magnitude

- <2°
- 3-5°
- 6-10°
- 11-20°

DRAINAGE MAP FOR PC-2221 (NE/4, Sec. 9, T11N, R2W)

N

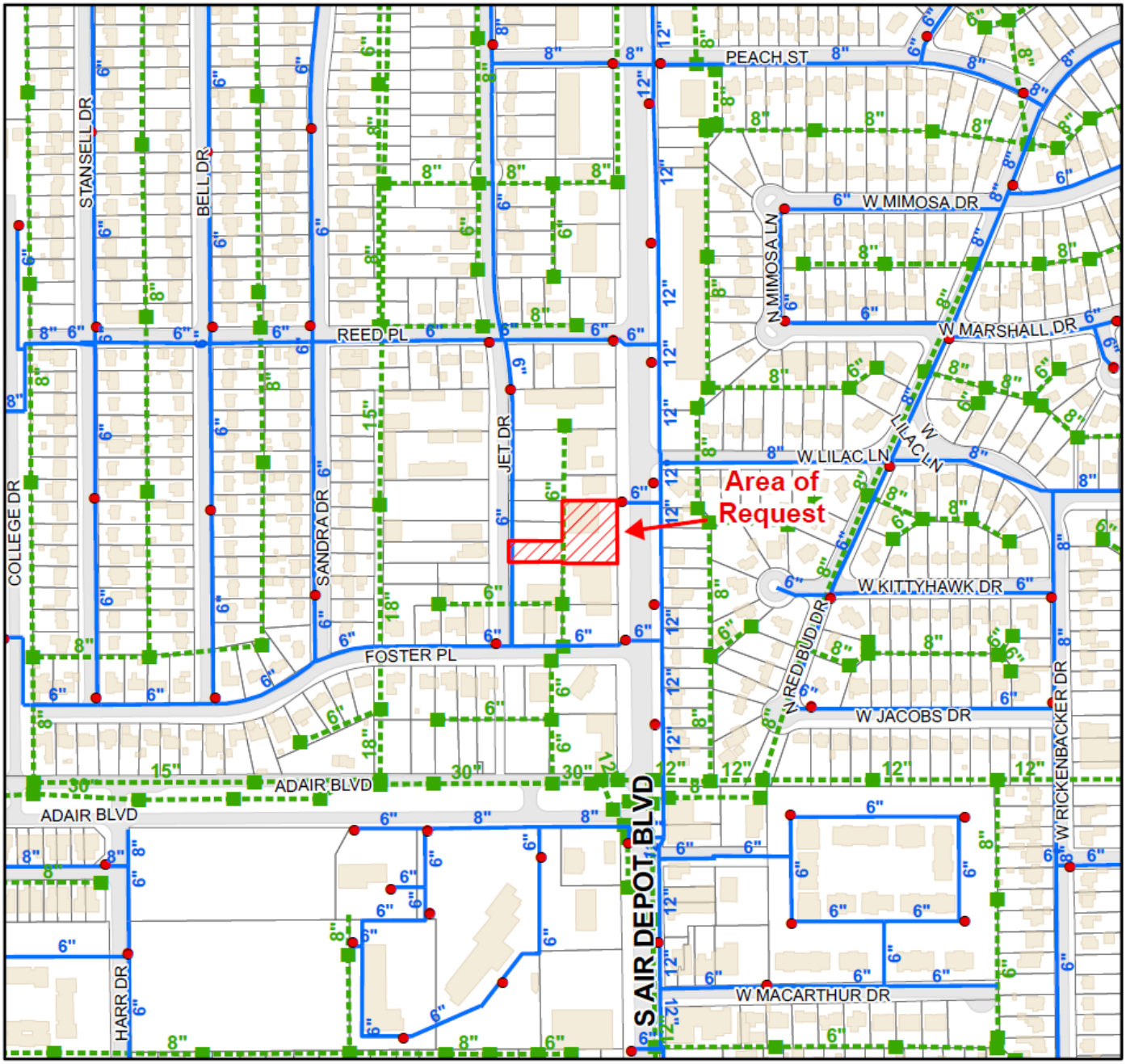
0 300 700 Feet

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

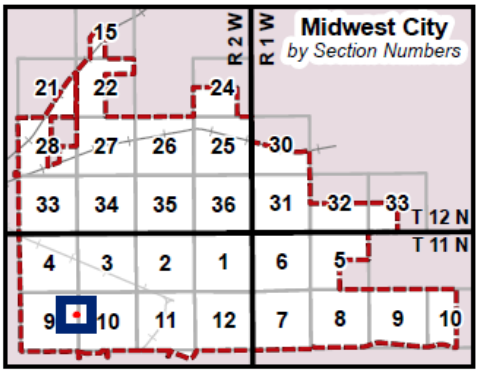
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT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

MIDWEST CITY
Where the Spirit Flies High

GIS - Information Technology/ Planning & Zoning



Locator Map



Created on July 09, 2025 using ArcPY script - PC-2221

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-2221 (NE/4, Sec. 9, T11N, R2W)

N

0 300 700 Feet

On 8.5" x 11" paper 1 inch equals 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.

The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

Development Intent Statement

This Development Intent Statement is intended to provide a written description of a proposed development for a particular parcel of land. This non-binding document is not a formal review or approval of any development proposal. The information is provided in order to inform City staff of proposed developments so that staff may assist applicants by providing detailed information regarding Municipal Code requirements for new developments.

Name: Star KTV LLC - John Cheng

Phone number and email:

[redacted]

Address of property proposed for development: 2113 South Air Depot Blvd, MWC, OK 73110

Please use the following lines to explain your proposed development. Please include information such as use (residential, multi-family, commercial, office, industrial, etc.), parking, signage, exterior building materials and any other useful information.

We are converting an existing full service restaurant with mixed beverage to a full service restaurant serving mixed beverages with private karaoke rooms for private parties. We expect our operation hours be 11a to 2a 7 days a week. We expect our sales to breakdown to be 65% Food Sales, 20% Liquor / Mixed beverages, 10% catering, and 5% to go food. After 10p we plan to only allow persons over the age of 21 to enter the premises.

The City Of Midwest City
Neighborhood Services Department

Neighborhoods in Action • Code Enforcement • Neighborhood Initiative

8726 SE 15th Street, Midwest City, OK 73110
(405) 739-1005

Date: **August 26, 2025**

To: Honorable Mayor and City Council

From: Mike S. Stroh, Neighborhood Services Director

Subject: Public hearing with discussion, consideration, and possible action to approve a resolution declaring the structure(s) located at **10324 SAINT. PATRICK 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.

Midwest City Ordinance "Section" 9-3 (g) defines a Dilapidated building as:

(A) a structure which through neglect or injury lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the general public;

(B) a structure which is unfit for human occupancy due to the lack of necessary repairs and is considered uninhabitable or is a hazard to the health, safety, and welfare of the general public;

(C) a structure which is determined by the municipal governing body or administrative officer of the municipal governing body to be an unsecured building, as defined by paragraph (g)(1) of this Section, more than three times within any twelve-month period;

(D) a structure which has been boarded and secured, as defined by paragraph (g)(1) of this Section, for more than six (6) consecutive months; or

(E) a structure declared by the municipal governing body to constitute a public nuisance; and

On April 2, 2025 Code Enforcement staff inspected the property, and found:

1. There have been 8 Notices on this house since March 2, 2021.
2. The house has several holes on the roof, exposing the house to the outside. Also, due to damage, this house is a public safety concern.
3. The last utilities were active on June 7, 2024.
4. The home has a notice and order for vacant and dilapidated from May 8, 2025.
5. Mrs. Barron, the Owner , said that she is going to demo this house. I gave her 30 days to begin the demo. On July 9, 2025 there was a call to Community Development about getting a demo permit. Nothing else has been done since then and No Permit has been issued.

The inspection verified that the structure was open unsecure conditions and suffered from a lack of maintenance. The structure(s) meets the requirements for demolition and is a detrimental to the health, safety and welfare of the general public. If the council agrees with staff's opinion and finds that a nuisance does in fact exist, staff recommends requiring demolition to begin within ten (10) days and removal of the structure(s) to be completed within thirty (30) days.

Mike S. Stroh, Neighborhood Services Director

RESOLUTION NO. 2025-_____

A RESOLUTION DECLARING THE STRUCTURE LOCATED AT 10324 SAINT PATRICK DR; A DILAPIDATED BUILDING AS DEFINED BY SECTION 9-3 OF THE MUNICIPAL CODE; AND SETTING DATES TO DEMOLISH AND REMOVE THE STRUCTURE FROM THE SITE

WHEREAS, Section 9-3 of the Municipal Code establishes procedures for declaring and abating a public nuisance within the corporate limits of Midwest City; and

WHEREAS, the City Council of the City of Midwest City, after proper notice to the property owner, conducted a public hearing regarding the structure located at **10324 Saint Patrick Dr;** and

WHEREAS, during the hearing the City Council reviewed the information on the condition of the property; and

WHEREAS, the current owner of the property was notified of the hearing by regular mail and posting pursuant to Section 9-3 of the Municipal Code;

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

That the property located at **10324 Saint Patrick Dr,** is a public nuisance for the neighborhood and community.

That the property owner must begin to repair or demolish and remove the structure from the site located at **10324 Saint Patrick Dr,** within 10 days of the date of this resolution and have the repairs or demolition completed within 30 days of the date of this resolution. If the property owner fails to repair or demolish and remove the structure within 30 days of the date of this resolution, the City Council hereby directs the city manager to remove and abate the public nuisance and charge the abatement to the owner of the property.

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

CITY OF MIDWEST CITY, OKLAHOMA

_____

MATTHEW D. DUKES II, Mayor

ATTEST:

_____

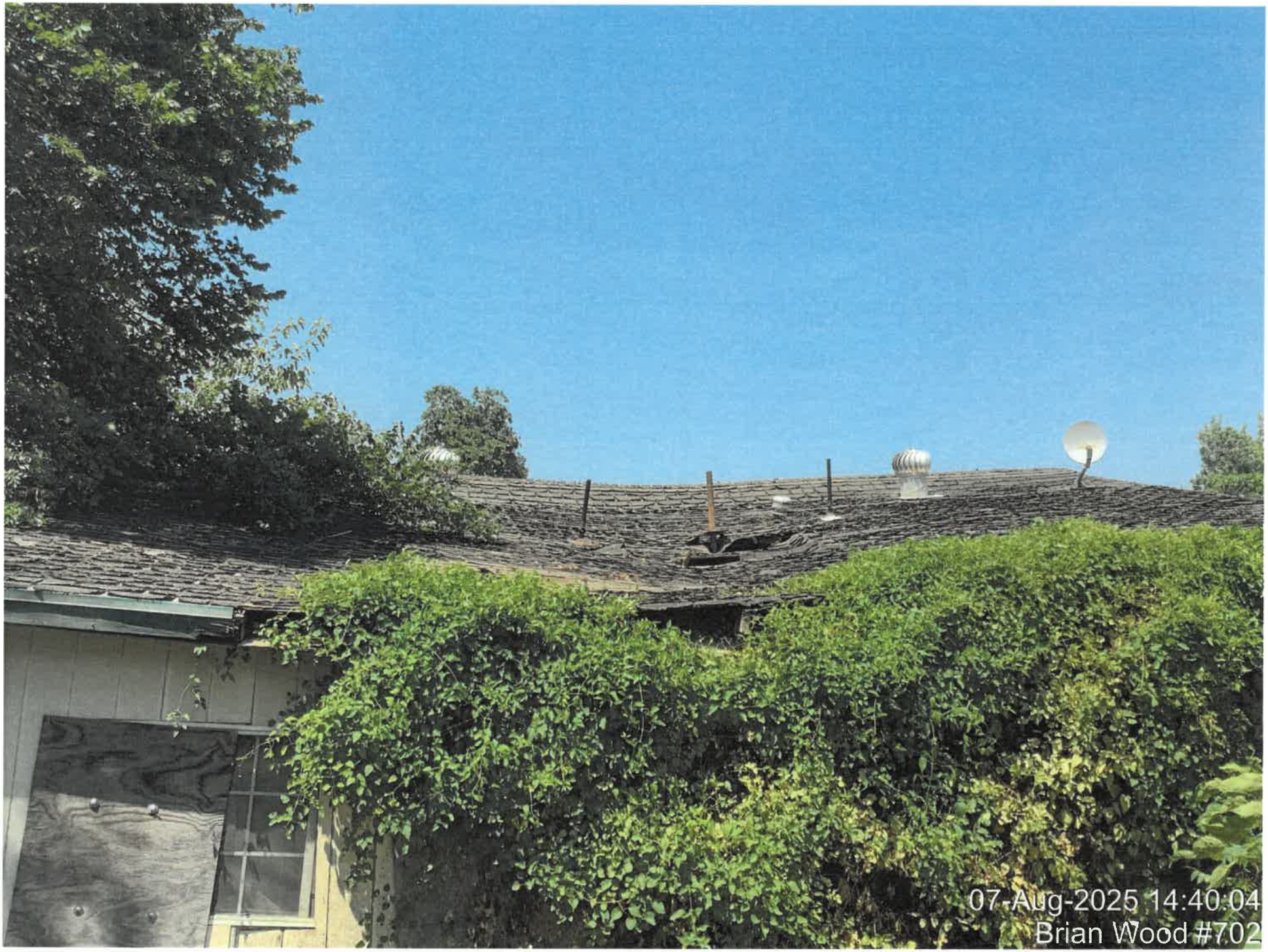
SARA HANCOCK, City Clerk

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

_____

DON MAISCH, City Attorney

07-Aug-2025 14:38:28
Brian Wood #702


07-Aug-2025 14:40:04
Brian Wood #702

07-Aug-2025 14:38:49
Brian Wood #702

07-Aug-2025 14:40:28
Brian Wood #702

The City Of Midwest City
Neighborhood Services Department

Neighborhoods in Action • Code Enforcement • Neighborhood Initiative

8726 SE 15th Street, Midwest City, OK 73110
(405) 739-1005

Date: **August 26, 2025**

To: Honorable Mayor and City Council

From: Mike S. Stroh, Neighborhood Services Director

Subject: Public hearing with discussion, consideration, and possible action to approve a resolution declaring the structure(s) located at **9603 S.E. 4th ST.** 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.

Midwest City Ordinance "Section" 9-3 (g) defines a Dilapidated building as:

(A) a structure which through neglect or injury lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the general public;

(B) a structure which is unfit for human occupancy due to the lack of necessary repairs and is considered uninhabitable or is a hazard to the health, safety, and welfare of the general public;

(C) a structure which is determined by the municipal governing body or administrative officer of the municipal governing body to be an unsecured building, as defined by paragraph (g)(1) of this Section, more than three times within any twelve-month period;

(D) a structure which has been boarded and secured, as defined by paragraph (g)(1) of this Section, for more than six (6) consecutive months; or

(E) a structure declared by the municipal governing body to constitute a public nuisance; and

On April 2, 2025 Code Enforcement staff inspected the property, and found:

1. There have been 20 Notices for this house since August 24, 2020.
2. Due to neglect and damage to this house, it is a public safety concern.
3. The last utilities were active on November 8, 2015.
4. The house first notice and order for vacant and dilapidated is from April 4, 2023.
5. There is $2,168.82 due in Liens to Midwest City. Taxes for this house have not been paid since 2022.

The inspection verified that the structure was open unsecure conditions and suffered from a lack of maintenance. The structure(s) meets the requirements for demolition and is a detrimental to the health, safety and welfare of the general public. If the council agrees with staff's opinion and finds that a nuisance does in fact exist, staff recommends requiring demolition to begin within ten (10) days and removal of the structure(s) to be completed within thirty (30) days.

Mike S. Stroh, Neighborhood Services Director

RESOLUTION NO. 2025-_____

A RESOLUTION DECLARING THE STRUCTURE LOCATED AT 9603 S.E. 4th ST. A DILAPIDATED BUILDING AS DEFINED BY SECTION 9-3 OF THE MUNICIPAL CODE; AND SETTING DATES TO DEMOLISH AND REMOVE THE STRUCTURE FROM THE SITE

WHEREAS, Section 9-3 of the Municipal Code establishes procedures for declaring and abating a public nuisance within the corporate limits of Midwest City; and

WHEREAS, the City Council of the City of Midwest City, after proper notice to the property owner, conducted a public hearing regarding the structure located at **9603 S.E. 4th St.** and

WHEREAS, during the hearing the City Council reviewed the information on the condition of the property; and

WHEREAS, the current owner of the property was notified of the hearing by regular mail and posting pursuant to Section 9-3 of the Municipal Code;

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

That the property located at **9603 S.E. 4th St.** is a public nuisance for the neighborhood and community.

That the property owner must begin to repair or demolish and remove the structure from the site located at **9603 S.E. 4th St.** within 10 days of the date of this resolution and have the repairs or demolition completed within 30 days of the date of this resolution. If the property owner fails to repair or demolish and remove the structure within 30 days of the date of this resolution, the City Council hereby directs the city manager to remove and abate the public nuisance and charge the abatement to the owner of the property.

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

CITY OF MIDWEST CITY, OKLAHOMA

ATTEST:

_____
MATTHEW D. DUKES II, Mayor

_____
SARA HANCOCK, City Clerk

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

_____
DON MAISCH, City Attorney

07-Aug-2025 14:27:16
Brian Wood #702

07-Aug-2025 14:27:41
Brian Wood #702

07-Aug-2025 14:28:42
Brian Wood #702

07-Aug-2025 14:26:58
Brian Wood #702

07-Aug-2025 14:26:53
Brian Wood #702

Doug Beabout, Fire Chief
8201 E. Reno Avenue
Midwest City, OK 73130
(405)739-1340
dbeabout@midwestcityok.org

TO: Honorable Mayor and City Council

FROM: Doug Beabout, Fire Chief

DATE: August 26, 2025

SUBJECT: Discussion, Consideration, and Possible Action of Approving an Ordinance Amending the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention; Article II, In General; Division 1, Generally; Section 15-22, Location of Fire Hydrants; and Providing for Repealer and Severability.

The proposed ordinance amendment to Section 15-22 of the Municipal Code is necessary to ensure fire hydrant placement standards align with current fire protection needs and national best practices. As the city continues to grow and develop, clear and updated hydrant location requirements are essential to support effective fire suppression operations, improve emergency response times, and enhance overall public safety. This revision will provide consistent guidance for new developments and infrastructure planning, reduce ambiguity in enforcement, and support the Fire Department's mission to protect life and property.

This ordinance was submitted to the Ordinance Oversight Council Committee, and it was recommended to submit it to the City Council.

Doug Beabout
Fire Chief

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 15, FIRE PROTECTION AND PREVENTION; ARTICLE II, IN GENERAL; DIVISION 1, GENERALLY; SECTION 15-22, LOCATION OF FIRE HYDRANTS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Article II, In General, Section 15-22 Location of Fire Hydrants; is hereby amended to read as follows:

Sec. 15-22. Location of fire hydrants.

(a) The placement of all new fire hydrants shall be made only with the approval of the appropriate fire official.

(b) 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.

(c) In all areas except those containing only one- and two-family detached dwellings, fire hydrants shall be located in such a manner that no hose line will exceed four hundred (400) feet in length to reach any accessible portion of the exterior of any building and is dependent on the ability to place an apparatus in such a manner necessary to utilize said hydrant. Distance shall be measured by the lay of the hose, not by line of sight.

(d) Within all other areas, including but not limited to, mercantile, business, educational, assembly, detention and correctional, health care, storage, industrial and multifamily dwellings, the maximum spacing shall be no more than four hundred (400) feet. Buildings of noncombustible or limited combustible construction, protected by a complete automatic sprinkler system and classified by NFPA 13 as "Light or Ordinary Hazard" may be protected by fire hydrants located with a maximum spacing of five hundred (500) feet. Distance shall be measured by the lay of the hose, not by line of sight.

(e) In areas of commercial development, fire hydrants shall be located in a sufficient number and manner to supply the required flow, per the adopted edition of International Fire Code requirements, for a structure and its exposures or supply adequate water for the fire sprinkler system.

(f) Structures that exceed the fire department's minimum fire flow capability shall be protected throughout by an automatic fire sprinkler system.

(g) A fire hydrant shall be located within fifty (50) feet of all fire department standpipe or sprinkler connections.

(h) No more than one (1) fire hydrant may be located on any dead-end water main, ~~(except when serving only as a utility blow-off~~ the fire hydrant shall be installed on the end of the line. A fire hydrant located on a dead-end water main may not be positioned further than three hundred (300) feet for six (6) inch lines and five hundred (500) feet for eight (8) inch lines from a looped water supply source. However, up to two (2) additional hydrants may be added to a dead-end main if the main size is eight (8) inches ~~or greater,~~ from the point of connection to the looped water supply source and the arrangement is approved by the appropriate fire official ~~and the additional hydrants are proven to be hydraulically acceptable for fire department use~~. All water mains larger than eight (8) inches shall be looped. A looped water supply shall be defined as water mains that provide multiple pathways for water flow and supply redundancy.

Section 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. 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.

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

_____
MATTHEW D. DUKES, II, Mayor

_____
SARA HANCOCK, City Clerk

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

_____
DONALD D. MAISCH, City Attorney

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 15, FIRE PROTECTION AND PREVENTION; ARTICLE II, IN GENERAL; DIVISION 1, GENERALLY; SECTION 15-22, LOCATION OF FIRE HYDRANTS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Article II, In General, Section 15-22 Location of Fire Hydrants; is hereby amended to read as follows:

Sec. 15-22. Location of fire hydrants.

(a) The placement of all new fire hydrants shall be made only with the approval of the appropriate fire official.

(b) 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.

(c) In all areas except those containing only one- and two-family detached dwellings, fire hydrants shall be located in such a manner that no hose line will exceed four hundred (400) feet in length to reach any accessible portion of the exterior of any building and is dependent on the ability to place an apparatus in such a manner necessary to utilize said hydrant. Distance shall be measured by the lay of the hose, not by line of sight.

(d) Within all other areas, including but not limited to, mercantile, business, educational, assembly, detention and correctional, health care, storage, industrial and multifamily dwellings, the maximum spacing shall be no more than four hundred (400) feet. Buildings of noncombustible or limited combustible construction, protected by a complete automatic sprinkler system and classified by NFPA 13 as "Light or Ordinary Hazard" may be protected by fire hydrants located with a maximum spacing of five hundred (500) feet. Distance shall be measured by the lay of the hose, not by line of sight.

(e) In areas of commercial development, fire hydrants shall be located in a sufficient number and manner to supply the required flow, per the adopted edition of International Fire Code requirements, for a structure and its exposures or supply adequate water for the fire sprinkler system.

(f) Structures that exceed the fire department's minimum fire flow capability shall be protected throughout by an automatic fire sprinkler system.

(g) A fire hydrant shall be located within fifty (50) feet of all fire department standpipe or sprinkler connections.

(h) No more than one (1) fire hydrant may be located on any dead-end water main, the fire hydrant shall be installed on the end of the line. A fire hydrant located on a dead-end water main may not be positioned further than three hundred (300) feet for six (6) inch lines and five hundred (500) feet for eight (8) inch lines from a looped water supply source. However, up to two (2) additional hydrants may be added to a dead-end main if the main size is eight (8) inches from the point of connection to the looped water supply source and the arrangement is approved by the appropriate fire official. All water mains larger than eight (8) inches shall be looped. A looped water supply shall be defined as water mains that provide multiple pathways for water flow and supply redundancy.

Section 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. 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.

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

_____
MATTHEW D. DUKES, II, Mayor

_____
SARA HANCOCK, City Clerk

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

_____
DONALD D. MAISCH, City Attorney

City Attorney, Donald D. Maisch
100 N. Midwest Boulevard
Midwest City, OK 73110
DMaisch@midwestcityok.org
Office: 405.739.1203
www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Don Maisch
City Attorney

RE: Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration; Article II, City Council; Section 2-11, Time of regular meetings of council; and providing for repealer and severability. (D. Maisch – City Attorney).

Date: August 26, 2025

The proposed change to Chapter 2, Administration; Article II, City Council; Section 2-11, Time of regular meetings of council, would remove the requirement to have two (2) regular meetings in the months of January and in May each year and move both these months to one regular meeting for the month on the fourth Tuesday of each month.

If it is deemed necessary, Special Meetings may be scheduled. The month of June will remain a month (and become the only month) to have two regularly scheduled meetings of the City Council. This is necessary to ensure the budget is passed within the time frame established in state statute.

The OOCC has recommended approval of these City Ordinance Amendments.

Respectfully submitted,

Donald D. Maisch, City Attorney

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 2, ADMINISTRATION; ARTICLE II, CITY COUNCIL; SECTION 2-11, TIME OF REGULAR MEETINGS OF COUNCIL; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 2, Administration; Article II, City Council; Section 2-11, Time of regular meetings of council; is hereby amended to read as follows:

Section 2-11. Time of regular meetings of council.

All regular meetings of the council of the city shall be held at or after 6:00 p.m., and shall be held as follows:

(1) There shall be only one (1) regular meeting, in the months of November and December, which meeting shall be held on the second Tuesday;

(2) There shall be only one (1) regular meeting in the months of January, February, March, April, May, July, August, September and October, which meeting shall be held on the fourth Tuesday; and

(3) There shall be two (2) regular meetings held in ~~January, May and~~ June, which meetings shall be held on the second and fourth Tuesday.

If the date of a regular meeting falls on a holiday recognized by the city, that meeting shall be held on the next day that is not a holiday.

Section 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. 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

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

_____

DONALD D. MAISCH, City Attorney

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 2, ADMINISTRATION; ARTICLE II, CITY COUNCIL; SECTION 2-11, TIME OF REGULAR MEETINGS OF COUNCIL; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 2, Administration; Article II, City Council; Section 2-11, Time of regular meetings of council; is hereby amended to read as follows:

Section 2-11. Time of regular meetings of council.

All regular meetings of the council of the city shall be held at or after 6:00 p.m., and shall be held as follows:

(1) There shall be only one (1) regular meeting, in the months of November and December, which meeting shall be held on the second Tuesday;

(2) There shall be only one (1) regular meeting in the months of January, February, March, April, May, July, August, September and October, which meeting shall be held on the fourth Tuesday; and

(3) There shall be two (2) regular meetings held in June, which meetings shall be held on the second and fourth Tuesday.

If the date of a regular meeting falls on a holiday recognized by the city, that meeting shall be held on the next day that is not a holiday.

Section 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. 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

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

_____

DONALD D. MAISCH, City Attorney

Community Development Department
100 N. Midwest Blvd, Midwest City, OK

To:	Honorable Mayor and Council
From:	Matt Summers, Community Development Director
Date:	August 26, 2025
Subject:	Discussion, consideration, and possible action on an ordinance amending Midwest City code, Chapter 9, Buildings and Building Regulations; Article IX, Tornado Shelters; Section 9-596, Definitions; Section 9-597, Permits Required; Section 9-598, Approval of Plans, Specifications; Section 9-599, Permit Issuance, Fee; Section 9-600, Standards and Specifications; and Section 9-601, Violations; and providing for repealer and severability.

This ordinance proposes to amend the standards for tornado shelters to align with the standards in the International Building Code (IBC) and International Residential Code (IRC). It also proposes to increase the permit fee from $10 to $25.

Article IX of Chapter 9, which defines and sets regulations for tornado shelters has not been amended since 1972. It defines tornado shelters as underground structures, and does not account for changes to building codes or above ground structures.

By amending the ordinance to reference IBC and IRC we provide the citizens of Midwest City with more and safer options for shelter than the currently adopted regulations.

The Ordinance Oversight Council Committee unanimously recommended approval of this amendment at their July 14th meeting. Action is at the discretion of the City Council.

Matt Summers, AICP
Director of Community Development

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 9, BUILDINGS AND BUILDING REGULATIONS; ARTICLE IX, TORNADO SHELTERS; SECTION 9-596, DEFINITIONS; SECTION 9-597, PERMITS REQUIRED; SECTION 9-598, APPROVAL OF PLANS, SPECIFICATIONS; SECTION 9-599, PERMIT ISSUANCE, FEE; SECTION 9-600, STANDARDS AND SPECIFICATIONS; AND SECTION 9-601, VIOLATIONS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations; Article Ix, Tornado Shelters; Section 9-596, Definitions; is hereby placed into reserve:

~~Sec. 9-596. - Definitions.~~ Reserved

~~As used in this article, unless the context otherwise indicates, the term "tornado shelter" means any underground structure designed to protect its occupants from the effects of wind and debris resulting from a tornado.~~

Section 2. That the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations; Article Ix, Tornado Shelters; Section 9-597, Permits required; is hereby amended to read as follows:

Sec. 9-597. - Permits required.

No tornado shelter shall be constructed within the city unless a building permit has been issued by the building ~~inspection~~ department.

Section 3. That the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations; Article Ix, Tornado Shelters; Section 9-598, Approval of plans, specifications; is hereby amended to read as follows:

Sec. 9-598. - Approval of plans, specifications.

No building permit for the construction of a tornado shelter shall be issued until plans and specifications for the shelter have been ~~approved~~ stamped by a registered professional engineer ~~or architect, and/or the city engineer,~~ as conforming to the standards and specifications as set forth in ~~section 9-600. of the applicable International Codes adopted in Sections 9-65 and 9-66~~ International Building Code and International Residential Code as adopted by reference in Section 9-5 and amended in Sections 9-6 and 9-7.

Section 4. That the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations; Article Ix, Tornado Shelters; Section 9-599, Permit issuance, fee; is hereby amended to read as follows:

Sec. 9-599. - Permit issuance, fee.

Permits for tornado shelters shall be issued to qualified persons upon the payment of a fee of ~~ten dollars ($10.00)~~ twenty-five dollars ($25.00) for each permit.

Section 5. That the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations; Article Ix, Tornado Shelters; Section 9-600, Standards and specifications; is hereby placed into reserve:

~~**Sec. 9-600. - Standards and specifications.**~~ **Reserved**

~~(a) No preshaped tornado shelter of materials such as metal, plastic, wood, plexiglas, etc., shall be approved unless the design is sufficient to prevent flotation when the shelter is empty, and flotation force is considered to be one hundred (100) percent. Weight of earthen fill will not be considered in reducing this flotation factor.~~
~~(b) (e) Reserved.~~
~~(f) All concrete used in shelter construction of underground tornado shelters shall have compressive strength of not less than three thousand five hundred (3,500) pounds per square inch.~~
~~(g) All shelters shall be adequately water-proofed to prevent seepage.~~
~~(h) All doors to tornado/underground shelters must have a counter balance device or automatic door opener to allow occupants to open the doors with a maximum of fifteen (15) pound of force.~~

Section 6. That the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations; Article Ix, Tornado Shelters; Section 9-601, Violations; is hereby placed into reserve:

~~**Sec. 9-601. - Violations.**~~ **Reserved**

~~Any person who violates any provision of this article or fails to comply with any requirement hereof is guilty of an offense. In addition to other remedies, the city may institute any proper action in the district court in the name of the city to prevent, restrain, correct or abate any violation of this article.~~

SECTION 7. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8. 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 portions of the ordinance.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____
MATTHEW D. DUKES II, Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

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

_____
DONALD MAISCH, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 9, BUILDINGS AND BUILDING REGULATIONS; ARTICLE IX, TORNADO SHELTERS; SECTION 9-596, DEFINITIONS; SECTION 9-597, PERMITS REQUIRED; SECTION 9-598, APPROVAL OF PLANS, SPECIFICATIONS; SECTION 9-599, PERMIT ISSUANCE, FEE; SECTION 9-600, STANDARDS AND SPECIFICATIONS; AND SECTION 9-601, VIOLATIONS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

SECTION 1. That the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations; Article Ix, Tornado Shelters; Section 9-596, Definitions; is hereby placed into reserve:

Sec. 9-596. Reserved

SECTION 2. That the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations; Article Ix, Tornado Shelters; Section 9-597, Permits required; is hereby amended to read as follows:

Sec. 9-597. - Permits required.

No tornado shelter shall be constructed within the city unless a building permit has been issued by the building department.

SECTION 3. That the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations; Article Ix, Tornado Shelters; Section 9-598, Approval of plans, specifications; is hereby amended to read as follows:

Sec. 9-598. - Approval of plans, specifications.

No building permit for the construction of a tornado shelter shall be issued until plans and specifications for the shelter have been stamped by a registered professional engineer as conforming to the standards and specifications as set forth in International Building Code and International Residential Code as adopted by reference in Section 9-5 and amended in Sections 9-6 and 9-7.

SECTION 4. That the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations; Article Ix, Tornado Shelters; Section 9-599, Permit issuance, fee; is hereby amended to read as follows:

Sec. 9-599. - Permit issuance, fee.

Permits for tornado shelters shall be issued to qualified persons upon the payment of a fee of twenty-five dollars ($25.00) for each permit.

SECTION 5. That the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations; Article Ix, Tornado Shelters; Section 9-600, Standards and specifications; is hereby placed into reserve:

Sec. 9-600. Reserved

SECTION 6. That the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations; Article Ix, Tornado Shelters; Section 9-601, Violations; is hereby placed into reserve:

Sec. 9-601. Reserved

SECTION 7. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8. 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 portions of the ordinance.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____
MATTHEW D. DUKES II, Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

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

_____
DONALD MAISCH, City Attorney

Community Development Department
100 N. Midwest Blvd, Midwest City, OK

To:	Honorable Mayor and Council
From:	Matt Summers, Community Development Director
Date:	August 26, 2025
Subject:	Discussion, consideration, and possible action on an ordinance amending Midwest City code, Chapter 9, Buildings and Building Regulations; Article I, In General; Section 9-5, Incorporation by Reference; 9-16 Reserved; and providing for repealer and severability.

This ordinance proposes to incorporate the 2018 International Property Maintenance Code (IPMC) into Chapter 9 of the Municipal Code.

The proposed ordinance also adopts similar amendments to the IPMC as have been adopted in Chapter 20.

The Ordinance Oversight Council Committee unanimously recommended approval of this amendment at their July 14th meeting. Action is at the discretion of the City Council.

Matt Summers, AICP
Director of Community Development

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 9 BUILDING AND BUILDING REGULATIONS; ARTICLE I, IN GENERAL; SECTIONS 9-5, INCORPORATION BY REFERENCE; 9-16 RESERVED; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 9, Building and Building Regulations, Article I, In General, Section 9-5, Incorporation by Reference; is hereby amended to read as follows:

Section 9-5, Incorporation by reference.

The following codes are adopted by reference by the City of Midwest City and the requirements contained therein are, unless otherwise specified, adopted and incorporated by reference in their entirety:

(a) 2018 International Building Code, first published by the International Code Council, Inc. as published on August 31, 2017.

(b) 2018 International Residential Code, first published by the International Code Council, Inc. as published on August 31, 2017.

(c) 2018 International Existing Building Code, first published by the International Code Council, Inc. as published on August 31, 2017.

(d) 2018 International Fuel Gas Code, as modified by the Oklahoma Uniform Building Code Commission (OUBCC).

(e) 2018 International Mechanical Code, as modified by the OUBCC.

(f) 2018 International Plumbing Code, as modified by the OUBCC.

(g) 2018 International Energy Conservation Code, first published by the International Code Council Inc. as published on August 31, 2017.

(h) 2020 National Electrical Code, as modified by the OUBCC.

(i) 2018 International Property Maintenance Code.

Section 2. That the Midwest City Municipal Code, Chapter 9, Building and Building Regulations, Article I, In General, Section 9-16, Reserved; is hereby amended to read as follows:

Section 9-16, ~~Reserved~~ Code amended – International Property Maintenance Code.

The International Property Maintenance Code code adopted in section 9-5(i) is amended and modified in the following respects:

Section 101.1 is amended and shall read as follows:

101.1. Title. These regulations shall be known as the Property Maintenance Code of Midwest City, hereinafter referred to as "this Code" as applied to this Chapter.

Section 106.4 is amended and shall read as follows:

106.4. Penalty. Any person, firm or corporation who shall violate any provision of this Code, or fail to comply therewith, or with any of the regulations thereof, shall, upon conviction thereof, be subject to a fine of up to three hundred dollars ($300.00) plus court costs, or imprisonment for a term not to exceed fifteen (15) days, or both, at the discretion of the court. The prosecutor, at the time the citation is accepted, may elect to proceed without jail time as punishment at any time prior to the arraignment on the charged offense, thereby exempting any requirement or option of a jury trial where monetary fines only are sought against the responsible party. Each day that a violation continues after the first violation shall be deemed a separate offense.

Section 111 is deleted in its entirety and replaced with the following:

In order to hear and decide appeal of orders, decisions or determinations made by the code *official* relative to the application and interpretation of this code, said hearings shall be heard by the Trades' Advisory Board as established in Section 9-48 of the Ordinances for the City of Midwest City.

Section 202 is amended and shall read as follows:

— *RUBBISH.* Combustible or noncombustible waste materials, except for trash or garbage, primarily derived from an organic nature, including but not limited to residue from the burning of wood, coal, coke and other combustible materials, wood or wood products, tree branches and limbs, yard waste, grass clippings and trimmings, shrubbery or plant cuttings, leaves, mulch, dirt, manure or fodder or other similar materials.

Section 302.4 is amended and shall read as follows:

302.4. Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of twelve (12) inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Upon failure of the owner or responsible person having charge of a property to cut and destroy weeds after service of notice of violation, he shall be subject to prosecution. Upon failure to comply with the notice of violation, any code official or contractor hired by the city shall be authorized to enter upon the property in violation and cut and destroy

the weeds growing thereon, and the costs of such removal shall be paid by the owner or responsible party of the property.

Section 304.2 is hereby amended and shall read as follows:

304.2. Protective treatment. All exterior surfaces, including but not limited to doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces on a dwelling, with the exception of milled exterior cedar or redwood siding, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

Section 304.7 is amended and shall read as follows:

304.7. Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that would allow rain to intrude into the residential dwelling. It shall not be sufficient by an owner or responsible party to show that the interior of the dwelling does not indicate signs of water leak at the time of an inspection. Any indication that the roof, flashing, or other object associated with the roof of a dwelling has had damage which could admit rain shall be sufficient basis for the finding of a violation of this section. Roof drainage shall be adequate to prevent dampness or deterioration in the walls, gables, soffit, mansard, trim, or decking edge, behind guttering, adjacent to valleys, or surrounding pipes or vents that extend through the roof, or into any interior of the structure, whether the living portion of the structure or any unoccupied portion. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

Section 602.3 is amended and shall read as follows:

602.3. Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either express or implied, to furnish heat to the occupants thereof shall supply heat during the period from October 15 of the year through April 15 of the following year to maintain a temperature of not less than 68° F (20° C) in all habitable rooms, bathrooms and toilet rooms.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall be required, provided that the heating system is operational at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in the International Plumbing Code.

2. In areas where the average monthly temperature is above 30° F (-1° C) a minimum temperature of 65° F (18° C) shall be maintained.

Section 602.4 is amended and shall read as follows:

602.4. Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from October 15 of the year through April 15 of the following year to maintain a temperature of not less than 65° F (18° C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.

2. Areas in which persons are primarily engaged in vigorous physical activities.

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

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

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____

MATTHEW D. DUKES, II, Mayor

ATTEST:

_____

SARA HANCOCK, City Clerk

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

_____

DONALD D. MAISCH, City Attorney

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 9 BUILDING AND BUILDING REGULATIONS; ARTICLE I, IN GENERAL; SECTIONS 9-5, INCORPORATION BY REFERENCE; 9-16 RESERVED; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 9, Building and Building Regulations, Article I, In General, Section 9-5, Incorporation by Reference; is hereby amended to read as follows:

Section 9-5, Incorporation by reference.

The following codes are adopted by reference by the City of Midwest City and the requirements contained therein are, unless otherwise specified, adopted and incorporated by reference in their entirety:

(a) 2018 International Building Code, first published by the International Code Council, Inc. as published on August 31, 2017.
(b) 2018 International Residential Code, first published by the International Code Council, Inc. as published on August 31, 2017.
(c) 2018 International Existing Building Code, first published by the International Code Council, Inc. as published on August 31, 2017.
(d) 2018 International Fuel Gas Code, as modified by the Oklahoma Uniform Building Code Commission (OUBCC).
(e) 2018 International Mechanical Code, as modified by the OUBCC.
(f) 2018 International Plumbing Code, as modified by the OUBCC.
(g) 2018 International Energy Conservation Code, first published by the International Code Council Inc. as published on August 31, 2017.
(h) 2020 National Electrical Code, as modified by the OUBCC.
(i) 2018 International Property Maintenance Code.

Section 2. That the Midwest City Municipal Code, Chapter 9, Building and Building Regulations, Article I, In General, Section 9-16, Reserved; is hereby amended to read as follows:

Section 9-16, Code amended – International Property Maintenance Code.

The International Property Maintenance Code code adopted in section 9-5(i) is amended and modified in the following respects:

Section 101.1 is amended and shall read as follows:

101.1. Title. These regulations shall be known as the Property Maintenance Code of Midwest City, hereinafter referred to as "this Code" as applied to this Chapter.

Section 106.4 is amended and shall read as follows:

106.4. Penalty. Any person, firm or corporation who shall violate any provision of this Code, or fail to comply therewith, or with any of the regulations thereof, shall, upon conviction thereof, be subject to a fine of up to three hundred dollars ($300.00) plus court costs, or imprisonment for a term not to exceed fifteen (15) days, or both, at the discretion of the court. The prosecutor, at the time the citation is accepted, may elect to proceed without jail time as punishment at any time prior to the arraignment on the charged offense, thereby exempting any requirement or option of a jury trial where monetary fines only are sought against the responsible party. Each day that a violation continues after the first violation shall be deemed a separate offense.

Section 111 is deleted in its entirety and replaced with the following:

In order to hear and decide appeal of orders, decisions or determinations made by the code *official* relative to the application and interpretation of this code, said hearings shall be heard by the Trades' Advisory Board as established in Section 9-48 of the Ordinances for the City of Midwest City.

Section 202 is amended and shall read as follows:

— *RUBBISH.* Combustible or noncombustible waste materials, except for trash or garbage, primarily derived from an organic nature, including but not limited to residue from the burning of wood, coal, coke and other combustible materials, wood or wood products, tree branches and limbs, yard waste, grass clippings and trimmings, shrubbery or plant cuttings, leaves, mulch, dirt, manure or fodder or other similar materials.

Section 302.4 is amended and shall read as follows:

302.4. Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of twelve (12) inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Upon failure of the owner or responsible person having charge of a property to cut and destroy weeds after service of notice of violation, he shall be subject to prosecution. Upon failure to comply with the notice of violation, any code official or contractor hired by the city shall be authorized to enter upon the property in violation and cut and destroy

the weeds growing thereon, and the costs of such removal shall be paid by the owner or responsible party of the property.

Section 304.2 is hereby amended and shall read as follows:

304.2. Protective treatment. All exterior surfaces, including but not limited to doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces on a dwelling, with the exception of milled exterior cedar or redwood siding, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

Section 304.7 is amended and shall read as follows:

304.7. Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that would allow rain to intrude into the residential dwelling. It shall not be sufficient by an owner or responsible party to show that the interior of the dwelling does not indicate signs of water leak at the time of an inspection. Any indication that the roof, flashing, or other object associated with the roof of a dwelling has had damage which could admit rain shall be sufficient basis for the finding of a violation of this section. Roof drainage shall be adequate to prevent dampness or deterioration in the walls, gables, soffit, mansard, trim, or decking edge, behind guttering, adjacent to valleys, or surrounding pipes or vents that extend through the roof, or into any interior of the structure, whether the living portion of the structure or any unoccupied portion. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

Section 602.3 is amended and shall read as follows:

602.3. Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either express or implied, to furnish heat to the occupants thereof shall supply heat during the period from October 15 of the year through April 15 of the following year to maintain a temperature of not less than 68° F (20° C) in all habitable rooms, bathrooms and toilet rooms.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall be required, provided that the heating system is operational at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in the International Plumbing Code.

2. In areas where the average monthly temperature is above 30° F (-1° C) a minimum temperature of 65° F (18° C) shall be maintained.

Section 602.4 is amended and shall read as follows:

602.4. Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from October 15 of the year through April 15 of the following year to maintain a temperature of not less than 65° F (18° C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.

2. Areas in which persons are primarily engaged in vigorous physical activities.

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

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

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____

MATTHEW D. DUKES, II, Mayor

ATTEST:

_____

SARA HANCOCK, City Clerk

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

_____

DONALD D. MAISCH, City Attorney

City Attorney, Donald D. Maisch
100 N. Midwest Boulevard
Midwest City, OK 73110
DMaisch@midwestcityok.org
Office: 405.739.1203
www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Don Maisch
City Attorney

RE: Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 10, Child Care Centers and Adult Day Care Centers; Article I, In General; Section 10-3, Definitions; Article III, Standards and Requirements; Sections 10-36, Compliance with Codes and 10-39, Minimum Standards; providing for a repealer, severability and Effective Date. (D. Maisch – City Attorney).

Date: August 26, 2025

The proposed amendments to Chapter 10 concerning Child Care Centers and Adult Day Care Centers are required due to the passage of HB 1847 by the Oklahoma Legislature, which goes into effect on November 1, 2025. HB 1847 determines that Family Child Care Homes and Large Family Child Care Homes must only meet International Code requirements. The Family Child Care Homes and Large Family Child Care Homes are not required to meet any other additional life health and safety or fire requirements.

The proposed amendments would add to the definitions the terms Family Child Care Homes (seven or fewer children in the home) and Large Family Child Care Homes (8-12 children in the home) as they are defined in State Statute. The requirements for Family Child Care Homes and Large Family Child Care Homes would be those requirements established in State Statute. It is proposed that the ordinance changes go into effect on November 1, 2025 to coincide with HB 1847 going into effect.

Neither HB 1847, nor these proposed amendments would affect the zoning requirements for either Family Child Care Homes and Large Family Child Care Homes. The Ordinance Review Committee were notified and reviewed HB 1847. Approval is at the discretion of the City Council.

Respectfully submitted,

Donald D. Maisch
City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 10, CHILD CARE CENTERS AND ADULT DAY CARE CENTERS; ARTICLE I, IN GENERAL; SECTION 10-3, DEFINITIONS; ARTICLE III, STANDARDS AND REQUIREMENTS; SECTION 10-36, COMPLIANCE WITH CODES AND ORDINANCES AND SECTION 10-39, MINIMUM STANDARDS; AND PROVIDING FOR REPEALER, SEVERABILITY AND EFFECTIVE DATE.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 10, Child Care Centers and Adult Day Care Centers; Article I, In General; Section 10-3, Definitions is hereby amended to read as follows:

Sec. 10-3. - Definitions.

The following words, terms and phrases and derivations, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adult is defined as an individual eighteen (18) years or over.

Adult day care center is a facility, which operates more than four (4) hours in a twenty-four-hour time period providing basic adult day care services to four (4) or more unrelated impaired adults. A center shall be a distinct entity, either freestanding or a separate program of a larger organization. A licensed center shall have a separately verifiable staff, space, budget and participant.

Adult day care service is the custody, care, training or guidance of adults eighteen (18) years or older in age, including either males or females or both males and females for periods of time in any one (1) day and with or without compensation.

Applicant is a person who submits to the city an application for a license or the renewal of a license to conduct, operate or maintain a child care facility or adult day care center under this chapter.

Child is defined as an individual under the age of eighteen (18) years.

Child care center is a facility which provides care for eight (8) or more children, individually or collectively, for any part of the twenty-four-hour day.

Child care service is the custody, care, training or guidance of children for periods of time with or without compensation.

Family child care home shall have the same meaning as defined in Title 10 of the Oklahoma Statutes, Section 402.

In-home care center is a facility operated in the owner or operator's place of residence.

Large family child care home shall have the same meaning as defined in Title 10 of the Oklahoma Statutes, Section 402.

Licensee is a person having a city license in full force and effect issued hereunder for a child care center or adult day care center.

Section 2. That the Midwest City Municipal Code, Chapter 10, Child Care Centers and Adult Day Care Centers; Article III, Standards and Requirements; Section 10-36, Compliance with codes and ordinances is hereby amended to read as follows:

Section 10-36, Compliance with codes and ordinances.

A. Every child care center or adult day care center licensed under this chapter, except for a Family Child Care Home or a Large Family Child Care Home, shall conform to applicable codes and ordinances of the city, including but not limited to zoning, sanitation, building, electrical, fire prevention and housing. In addition, the premises shall be free from fire hazards and shall have adequate protection against fire and explosions.

B. Every Family Child Care Homes and Large Family Child Care Homes licensed under this Chapter shall conform and be in compliance with the requirements established in Title 59 of the Oklahoma Statutes, Section 1000.31.

Section 3. That the Midwest City Municipal Code, Chapter 10, Child Care Centers and Adult Day Care Centers; Article III, Standards and Requirements; Section 10-39, Minimum standards is hereby amended to read as follows:

Section 10-39, Minimum standards.

1. Every child care center or adult day care center licensed under this chapter, except for a Family Child Care Home or a Large Family Child Care Home, shall contain the following minimum physical standards, and no license shall be issued for the operation of a child care center or adult day care center unless there is compliance with such requirements:

(a) All rooms of the building or buildings used by children or adults shall be dry and well lighted and shall have adequate ventilation by natural or mechanical means. No open and unscreened windows shall be permitted. For child care centers, the window area must be one-eighth of the floor space for any interior play area.

(b) The building shall be provided with a safe heating apparatus installed and operated according to law. Fire extinguishers shall be required where deemed necessary by the fire department.

(c) One (1) toilet and one (1) basin for every fifteen (15) children shall be provided. Adult day care centers shall comply with the Oklahoma State Department of Health regulations.

(d) There shall be no hazardous windows, and windows shall be capable of being opened unless premises are air conditioned.

(e) Protection from burns by radiators and hot pipes shall be provided.

(f) Floors shall be free from splinters and subject to easy cleaning.

(g) Child care centers shall provide a three-compartment sink or an automatic dishwasher of a type with a booster heating element, or any other type of acceptable facilities to be approved by the city-county health department upon inspection. Adult day care centers shall comply with the Oklahoma State Department of Health regulations.

(h) All parts of the child care center or adult day care center, including furnishings and equipment, shall be kept clean and in a sanitary condition, free from flies, rodents and vermin at all times.

(i) For child care centers soap and individual towels (cloth or paper) shall be provided. Adult day care centers shall comply with the Oklahoma State Department of Health regulations.

(j) Drinking water supplied by sanitary means shall be readily accessible to the children or adults, and either individual drinking cups or one (1) bubble fountain for each thirty (30) persons shall be provided.

(k) Suitable furniture, including tables, chairs and rest facilities, shall be provided.

(l) Child care centers: Adequate and appropriate play space, both indoors and outdoors, shall be provided.

(1) There shall be a minimum indoor space available for child care of not less than thirty-five (35) square feet per child exclusive of hallways, bathrooms, kitchen, and space occupied by furniture not intended for use by the children.

(2) All portions of the lot used for outdoor play space shall be enclosed by a fence not less than forty-eight (48) inches in height. The outdoor play area shall have a minimum of seventy-five (75) square feet per child within the fenced boundaries.

Adult day care centers: Adequate space shall be provided as follows:

(1) Space within the adult day care center shall be provided to accommodate the full range of program activities and services.

(2) A minimum of forty (40) square feet of space shall be provided for each participant, excluding hallways, storage areas, offices, restrooms, and kitchens.

(3) Office space shall be sufficient to permit staff to work effectively without interruption.

(4) Space shall be provided for special therapies and designated areas to permit privacy.

(m) Out-of-door play space for child care centers must be free from sharp gravel, glass or cinders, be well drained, be adequately fenced or otherwise protected from traffic, and shall otherwise be free from dangerous conditions.

(n) All stairways used by children or adults shall be equipped with handrails within the child or adults reach, whichever is applicable to a child care center or an adult day care center.

(o) Basement rooms, attics or garages shall not be used for child care or adult day care services without the express approval of the city, which approval shall not be granted unless it determines that such rooms have been properly converted into a livable area, have adequate light and ventilation, are safe and adequate for the purpose and are free from moisture and dampness.

(p) For licensees not on an approved water system, but who utilize a private water well or private water system, such well or system shall meet the requirements and standards of the state health department.

(q) Fire escapes must be provided where second floors or attics are used. Any basement used shall have at least two (2) exits.

(r) Where a child care center or adult day care center is served by a septic tank, such septic tank must be properly maintained and comply with such requirements as may be required by the state or city-county health department regulations.

(s) Child care centers or adult day care centers shall be located on a lot having not less than six thousand (6,000) square feet of area.

(t) Parking and loading requirements. Parking for the leaving and picking up of children or adults shall be regulated so as not to interfere with normal traffic. Further parking requirements are detailed in appendix A, Zoning Section 4.5.

(u) If a child care center or adult day care center is located within a residentially zoned district, no advertising sign shall be permitted.

(v) No mobile home, whether mobile or permanently situated, shall be issued a license. Exception: Those mobile homes that can document compliance with National Fire Protection Standards and Building Officials Code Administration (BOCA) requirements can be accepted as meeting fire and building safety construction requirements.

(w) A certificate of occupancy and required licensing shall be obtained prior to the opening of any child care center or adult day care center.

2. Every Family Child Care Homes and Large Family Child Care Homes licensed under this Chapter shall meet the minimal requirements established in Title 59 of the Oklahoma Statutes, Section 1000.31.

Section 4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. 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 portions of the ordinance.

Section 6. EFFECTIVE DATE. The provisions contained in these amendments to the Midwest City Ordinances shall become effective on November 1, 2025.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____
MATTHEW D. DUKES II, Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

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

_____
DONALD MAISCH, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 10, CHILD CARE CENTERS AND ADULT DAY CARE CENTERS; ARTICLE I, IN GENERAL; SECTION 10-3, DEFINITIONS; ARTICLE III, STANDARDS AND REQUIREMENTS; SECTION 10-36, COMPLIANCE WITH CODES AND ORDINANCES AND SECTION 10-39, MINIMUM STANDARDS; AND PROVIDING FOR REPEALER, SEVERABILITY AND EFFECTIVE DATE.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 10, Child Care Centers and Adult Day Care Centers; Article I, In General; Section 10-3, Definitions is hereby amended to read as follows:

Sec. 10-3. - Definitions.

The following words, terms and phrases and derivations, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adult is defined as an individual eighteen (18) years or over.

Adult day care center is a facility, which operates more than four (4) hours in a twenty-four-hour time period providing basic adult day care services to four (4) or more unrelated impaired adults. A center shall be a distinct entity, either freestanding or a separate program of a larger organization. A licensed center shall have a separately verifiable staff, space, budget and participant.

Adult day care service is the custody, care, training or guidance of adults eighteen (18) years or older in age, including either males or females or both males and females for periods of time in any one (1) day and with or without compensation.

Applicant is a person who submits to the city an application for a license or the renewal of a license to conduct, operate or maintain a child care facility or adult day care center under this chapter.

Child is defined as an individual under the age of eighteen (18) years.

Child care center is a facility which provides care for eight (8) or more children, individually or collectively, for any part of the twenty-four-hour day.

Child care service is the custody, care, training or guidance of children for periods of time with or without compensation.

Family child care home shall have the same meaning as defined in Title 10 of the Oklahoma Statutes, Section 402.

In-home care center is a facility operated in the owner or operator's place of residence.

Large family child care home shall have the same meaning as defined in Title 10 of the Oklahoma Statutes, Section 402.

Licensee is a person having a city license in full force and effect issued hereunder for a child care center or adult day care center.

Section 2. That the Midwest City Municipal Code, Chapter 10, Child Care Centers and Adult Day Care Centers; Article III, Standards and Requirements; Section 10-36, Compliance with codes and ordinances is hereby amended to read as follows:

Section 10-36, Compliance with codes and ordinances.

A. Every child care center or adult day care center licensed under this chapter, except for a Family Child Care Home or a Large Family Child Care Home, shall conform to applicable codes and ordinances of the city, including but not limited to zoning, sanitation, building, electrical, fire prevention and housing. In addition, the premises shall be free from fire hazards and shall have adequate protection against fire and explosions.

B. Every Family Child Care Homes and Large Family Child Care Homes licensed under this Chapter shall conform and be in compliance with the requirements established in Title 59 of the Oklahoma Statutes, Section 1000.31.

Section 3. That the Midwest City Municipal Code, Chapter 10, Child Care Centers and Adult Day Care Centers; Article III, Standards and Requirements; Section 10-39, Minimum standards is hereby amended to read as follows:

Section 10-39, Minimum standards.

1. Every child care center or adult day care center licensed under this chapter, except for a Family Child Care Home or a Large Family Child Care Home, shall contain the following minimum physical standards, and no license shall be issued for the operation of a child care center or adult day care center unless there is compliance with such requirements:

(a) All rooms of the building or buildings used by children or adults shall be dry and well lighted and shall have adequate ventilation by natural or mechanical means. No open and unscreened windows shall be permitted. For child care centers, the window area must be one-eighth of the floor space for any interior play area.

(b) The building shall be provided with a safe heating apparatus installed and operated according to law. Fire extinguishers shall be required where deemed necessary by the fire department.

(c) One (1) toilet and one (1) basin for every fifteen (15) children shall be provided. Adult day care centers shall comply with the Oklahoma State Department of Health regulations.

(d) There shall be no hazardous windows, and windows shall be capable of being opened unless premises are air conditioned.

(e) Protection from burns by radiators and hot pipes shall be provided.

(f) Floors shall be free from splinters and subject to easy cleaning.

(g) Child care centers shall provide a three-compartment sink or an automatic dishwasher of a type with a booster heating element, or any other type of acceptable facilities to be approved by the city-county health department upon inspection. Adult day care centers shall comply with the Oklahoma State Department of Health regulations.

(h) All parts of the child care center or adult day care center, including furnishings and equipment, shall be kept clean and in a sanitary condition, free from flies, rodents and vermin at all times.

(i) For child care centers soap and individual towels (cloth or paper) shall be provided. Adult day care centers shall comply with the Oklahoma State Department of Health regulations.

(j) Drinking water supplied by sanitary means shall be readily accessible to the children or adults, and either individual drinking cups or one (1) bubble fountain for each thirty (30) persons shall be provided.

(k) Suitable furniture, including tables, chairs and rest facilities, shall be provided.

(l) Child care centers: Adequate and appropriate play space, both indoors and outdoors, shall be provided.

(1) There shall be a minimum indoor space available for child care of not less than thirty-five (35) square feet per child exclusive of hallways, bathrooms, kitchen, and space occupied by furniture not intended for use by the children.

(2) All portions of the lot used for outdoor play space shall be enclosed by a fence not less than forty-eight (48) inches in height. The outdoor play area shall have a minimum of seventy-five (75) square feet per child within the fenced boundaries.

Adult day care centers: Adequate space shall be provided as follows:

(1) Space within the adult day care center shall be provided to accommodate the full range of program activities and services.

(2) A minimum of forty (40) square feet of space shall be provided for each participant, excluding hallways, storage areas, offices, restrooms, and kitchens.

(3) Office space shall be sufficient to permit staff to work effectively without interruption.

(4) Space shall be provided for special therapies and designated areas to permit privacy.

(m) Out-of-door play space for child care centers must be free from sharp gravel, glass or cinders, be well drained, be adequately fenced or otherwise protected from traffic, and shall otherwise be free from dangerous conditions.

(n) All stairways used by children or adults shall be equipped with handrails within the child or adults reach, whichever is applicable to a child care center or an adult day care center.

(o) Basement rooms, attics or garages shall not be used for child care or adult day care services without the express approval of the city, which approval shall not be granted unless it determines that such rooms have been properly converted into a livable area, have adequate light and ventilation, are safe and adequate for the purpose and are free from moisture and dampness.

(p) For licensees not on an approved water system, but who utilize a private water well or private water system, such well or system shall meet the requirements and standards of the state health department.

(q) Fire escapes must be provided where second floors or attics are used. Any basement used shall have at least two (2) exits.

(r) Where a child care center or adult day care center is served by a septic tank, such septic tank must be properly maintained and comply with such requirements as may be required by the state or city-county health department regulations.

(s) Child care centers or adult day care centers shall be located on a lot having not less than six thousand (6,000) square feet of area.

(t) Parking and loading requirements. Parking for the leaving and picking up of children or adults shall be regulated so as not to interfere with normal traffic. Further parking requirements are detailed in appendix A, Zoning Section 4.5.

(u) If a child care center or adult day care center is located within a residentially zoned district, no advertising sign shall be permitted.

(v) No mobile home, whether mobile or permanently situated, shall be issued a license. Exception: Those mobile homes that can document compliance with National Fire Protection Standards and Building Officials Code Administration (BOCA) requirements can be accepted as meeting fire and building safety construction requirements.

(w) A certificate of occupancy and required licensing shall be obtained prior to the opening of any child care center or adult day care center.

2. Every Family Child Care Homes and Large Family Child Care Homes licensed under this Chapter shall meet the minimal requirements established in Title 59 of the Oklahoma Statutes, Section 1000.31.

Section 4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. 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 portions of the ordinance.

Section 6. EFFECTIVE DATE. The provisions contained in these amendments to the Midwest City Ordinances shall become effective on November 1, 2025.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____
MATTHEW D. DUKES II, Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

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

_____
DONALD MAISCH, City Attorney

Community Development Department
100 N. Midwest Blvd, Midwest City, OK

To:	Honorable Mayor and Council
From:	Matt Summers, Community Development Director
Date:	August 26, 2025
Subject:	Discussion, consideration, and possible action on an ordinance amending Midwest City code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc.; Article I, In General; Sections 23-1 Through 23-22; Article II, Licenses and Permits, Sections 23-23 through 23-42; Article III, Manufactured Homes and Trailer Regulations, Sections 23-43 through 23-73; Article IV, Manufactured Home and Travel Trailer Park, Sections 23-74 through 23-191; Article V, Manufactured Home Subdivisions, Sections 23-192 through 23-198; and providing for repealer and severability.

Chapter 23 of the Midwest City Municipal Code sets regulations related to manufactured homes, trailers, recreational vehicles, and their related parks and subdivisions. This Chapter has, for the most part, not been updated since 1985. Staff from the City Attorney, City Clerk, Fire, Public Works, Neighborhood Services, and Community Development departments have been working together to draft an update to this chapter over the last year.

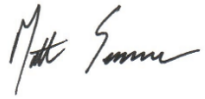
Notable Changes

Notable changes to the Chapter include:

1. Updated Definitions – The definitions section has been updated to include definitions of 'dilapidated' and 'recreational vehicle'. Several other definitions were amended for clarity or to align with language in state statute. References to 'travel trailers' in Chapter 23 have been updated to 'recreational vehicle'.
2. Notices of Violation – The process for notifications of violations has been updated to be more clear regarding service of notices, timeframes for correction and response.
3. Licensing – Licenses are still required annually for manufactured home and recreational vehicle parks. Section 23-28 has been updated to increase the licensing fee from $150 to $430. It is also proposed that the fee be adjusted annually by the Consumer Price Index.
4. Transportation of Manufactured Homes – A permit would be required to move a manufactured house along or across any public street or public ground in Midwest City.
5. Qualified Manufactured Homes – Manufactured homes proposed to be placed in Midwest City must be less than 5 years old.
6. Exceptions – Chapter 23 currently carves out exceptions to the regulations for parks created by certain dates or manufactured homes located as specific addresses. This ordinance would eliminate those exceptions. These are currently located in Sections 23-2 and 23-49 (b).

7. Manufactured Home and Recreational Vehicle Parks – This amendment would clarify the language regarding separation of permanent and temporary housing in mixed parks.
8. Outdated and Duplicated Regulations – The proposed ordinance removes regulations that are already specified in more appropriate locations in the Municipal Code. It also proposes to delete and place into reserve obsolete and outdated regulations.

The Ordinance Oversight Council Committee unanimously recommended approval of this amendment at their July 14th meeting. Action is at the discretion of the City Council.



Matt Summers, AICP
Director of Community Development

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 23, MANUFACTURED HOMES, TRAILERS, MANUFACTURED HOME PARKS, ETC.; ARTICLE I, IN GENERAL, SECTIONS 23-1 THROUGH 23-22; ARTICLE II, LICENSES AND PERMITS, SECTIONS 23-23 THROUGH 23-42; ARTICLE III, MANUFACTURED HOMES AND TRAILER REGULATIONS, SECTIONS 23-43 THROUGH 23-73; ARTICLE IV, MANUFACTURED HOME AND TRAVEL TRAILER PARK, SECTIONS 23-74 THROUGH 23-191; ARTICLE V, MANUFACTURED HOME SUBDIVISIONS, SECTIONS 23-192 THROUGH 23-198; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article I, In General, Section 23-1 through 23-32; are hereby amended to read as follows:

Sec. 23-1. Definitions.

For the purposes of this chapter, the following definitions shall apply:

Dependent manufactured home shall mean a manufactured home which does not have a flush toilet and a bath or shower. ~~For purposes of regulation and under this chapter, a dependent manufactured home shall be considered to be the same as a dependent travel trailer unless otherwise specified.~~

Dependent ~~travel trailer~~ *recreational vehicle* shall mean a ~~travel trailer~~ recreational vehicle which does not have a flush toilet and a bath or shower.

Dilapidated: See Section 9-3(g)(1).

Freestanding manufactured home shall mean any manufactured home or ~~travel trailer~~ recreational vehicle not located in a manufactured home park or ~~travel trailer~~ recreational vehicle park, respectively, licensed by the city, or in an approved manufactured home subdivision.

Independent manufactured home shall mean a manufactured home which has a flush toilet and a bath or shower. Unless otherwise indicated in the text of this chapter, the term "manufactured home" shall mean an independent manufactured home ~~or independent travel trailer~~.

Independent ~~travel trailer~~ recreational vehicle shall mean a ~~travel trailer~~ recreational vehicle which has a flush toilet and a bath or shower.

Inspection officer shall mean the building official of the city or his authorized agent, the fire marshal for the city or authorized agent, a code enforcement officer for the city and/or an inspector for the public works department for the city.

Licensee shall mean any person licensed to operate and maintain a manufactured home park under this provisions of this chapter.

Manufactured home shall mean a structure~~,~~ that is transportable in one (1) or more sections and is designed for occupancy as a principal residence by a single family~~,~~. In traveling mode, the structure ~~which~~ is eight (8) ~~body~~ feet or more in width and ~~thirty-two (32) body~~ forty (40) feet or more in length~~,~~. ~~but contains no less than three hundred twenty (320) square feet, and which is built on a permanent chassis, and designed to be used as a year-round residential dwelling with or without permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein.~~ and is designed and constructed to the Federal Manufactured Construction and Safety Standards and is so labeled. When erected on site, the home is:

(a) At least three hundred twenty (320) square feet;

(b) Built and remains on a permanent chassis;

(c) Designed to be used as a dwelling with a permanent foundation built to FHA criteria.

Manufactured home park shall mean any plot of ground upon which two (2) or more manufactured homes, occupied for dwelling or sleeping purposes, are located regardless of whether or not a charge is made for such accommodations.

Manufactured home space shall mean a plot of ground within a manufactured home park designed for the accommodation of one (1) manufactured home and not located on a manufactured home sales lot.

Manufactured home subdivision shall mean a subdivision designed and intended for residential use where residence is in a manufactured home exclusively and manufactured home lots are sold for occupancy.

Nonresidential manufactured trailer shall mean any vehicle having the basic characteristics of either a manufactured home or ~~travel trailer~~ recreational vehicle but which is used for purposes other than residential and is not being offered for sale, as indicated by a clearly displayed "For Sale" sign on or near the trailer.

Park shall mean a manufactured home or ~~travel trailer~~ recreational vehicle park.

Permittee shall mean any person to whom a temporary permit is issued to maintain or operate a manufactured home park under the provisions of this chapter.

Public water system or public sewer system shall mean any such system built and owned by or dedicated to and accepted by the city. All other such systems are private.

Recreational vehicle shall mean a Class D motor vehicle, provided such a vehicle is a self-propelled or towed vehicle that is equipped to serve as temporary living quarters for recreational, camping, or travel purposes and is used solely as a family or personal conveyance.

~~*Travel trailer*~~ *Recreational vehicle park* shall mean any plot of ground upon which two (2) or more dependent ~~travel trailers~~ recreational vehicles or independent ~~travel trailers~~ recreational vehicles, occupied for dwelling or sleeping purposes, are located regardless of whether or not a charge is made for such accommodations.

~~*Travel trailer*~~ *Recreational vehicle space* shall mean a plot of ground within a park designed for accommodation of one (1) ~~travel trailer~~ recreational vehicle.

~~*Rural* shall mean any area shown on the Midwest City Area General Plan for suburban or rural development and which is zoned agriculturally.~~

Service building shall mean a building housing toilet and bathing facilities for men or women, and may also include buildings containing laundry facilities and other facilities as required by this chapter or desired by the park operator.

Subdivision shall mean ~~a manufactured home subdivision unless otherwise indicated~~ the division of a tract or parcel of land into two (2) or more parts or lots for the purpose, whether immediate or future, of sale or building development or transfer of ownership with the exception of transfer to heirs of an estate, and shall include re-subdivision.

~~*Travel trailer park* shall mean any plot of ground upon which two (2) or more dependent travel trailers or independent travel trailers, occupied for dwelling or sleeping purposes, are located regardless of whether or not a charge is made for such accommodations.~~

~~*Travel trailer space* shall mean a plot of ground within a park designed for accommodation of one (1) travel trailer.~~

~~*Urban* shall mean any area shown on the Midwest City Area General Plan for urban intensity development.~~

Sec. 23-2. ~~Regulations not applicable to existing parks~~. Reserved.

~~Any manufactured home park or travel trailer park in existence on the effective date of Ordinance Number 2059, adopted July 23, 1985, from which this chapter is derived shall not be governed by these regulations and may continue under conditions described in this chapter.~~

Sec. 23-3. Notice of violations; contents.

Whenever the inspection officer determines violations of public health, welfare or safety regulations exist, he shall notify the licensee or permittee of such alleged violation(s). Such notice shall:

(a) Be in writing;

(b) Include a statement of the reasons for its issuance;

(c) Contain an outline of remedial action which, if taken, will effect compliance with provisions of this chapter and other pertinent regulations;

(d) ~~Allow a reasonable time, not to exceed ninety (90) days, for the performance of any act it requires;~~ Permit a reasonable time, not less than thirty (30) days to correct the conditions or practices found to be in violation of these regulations; and

(e) ~~Be served upon the owner or his agent as the case may require, provided that such notice or order shall be deemed as properly served upon the owner or agent when a copy thereof has been sent by certified mail or to his last known address.~~ Be personally served or mailed to the owner and/or responsible party of the property at the address shown on the current years tax rolls in the county treasurer's office. The city shall obtain receipt of mailing by the post office for the mailing of the notice. If the property owner and/or responsible party is unable to be personally served or notified by mail, then notice shall be posted on the property.

Sec. 23-4. ~~Reasonable time to correct unacceptable conditions to be given.~~ **Response to Notice of Violation.**

Every person receiving a notice as provided in section 23-3 shall ~~be permitted a reasonable time not to exceed ninety (90) days to correct the conditions or practices found to be in violation of these regulations.~~ provide a written response to the notice of violation within fifteen (15) days that includes the scope of work to be completed and a timeline for completion of all tasks.

Sec. 23-5. Reinspection of conditions.

At the end of ~~ninety (90) days~~ the timeframe set in the notice, the inspection officer shall reinspect the subdivision or park and if the conditions or practices noted in the written notice have not been corrected, ~~he shall suspend the license and give notice in writing of such suspension to the person to whom the license was issued. Upon receipt of notice of suspension, the person shall cease operation of such park, except as provided in section 23-8~~ a citation shall be issued in the amount of seven hundred and fifty dollars ($750.00). Each day a violation exists shall be considered a separate violation for which a citation may be issued.

Sec. 23-6. Inspection of subdivisions and parks authorized.

The inspection officer is hereby authorized and directed to make inspections to determine the condition of subdivisions and parks located within the City in order to perform their duty of safeguarding the health and safety of occupants of the subdivisions and parks and of the general public.

Sec. 23-7. Occupants to permit access to any part of park or subdivision.

It shall be the duty of every occupant of a park to give the owner thereof or his agent or employee access to any part of such manufactured home subdivision or manufactured home or ~~travel trailer~~ recreational vehicle park or their outside premises at reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with this chapter or with any lawful regulations adopted hereunder, or with any lawful order issued pursuant to the provisions of this chapter.

Sec. 23-8. ~~Persons accused of violating regulations to be afforded hearing~~. Reserved.

~~Any person affected by any notice issued under this chapter or resulting regulations may request, and shall be granted, a hearing on the matter before the city council; provided, that such person shall file with the inspection officer a written request for such hearing setting forth briefly `the grounds for such request within ten (10) days after the day the notice was served. The filing of such request shall stay the notice of suspension of permits and licenses except in cases of orders issued under section 23-12. The hearing shall be held at the next council meeting for which the agenda has not been completed, or at a later meeting if so requested by the petitioner, should the inspection officer determine sufficient cause for such delay exists.~~

Sec. 23-9. ~~Written order to be given after hearing.~~ Reserved.

~~After the hearing provided for by this article, the inspection officer shall compile the findings of the city council as to compliance with this chapter and pursuant regulations and shall issue an order in writing sustaining, modifying or withdrawing the prior notice which shall be served as provided in section 23-3, provided, what happens then shall allow the permittee to file an appeal to the district court.~~

Sec. 23-10. ~~Revocation of license or permit.~~ Reserved.

~~Upon failure to comply with the written order as provided in section 23-9, the license or permit of the manufactured home park or travel trailer park shall be revoked.~~

Sec. 23-11. ~~Hearing authorized when permit denied, suspended, etc.~~ Reserved.

~~Any person whose permit has been denied or suspended or who has received notice from the inspection officer that his permit will be suspended unless certain conditions or practices at the park are corrected, may request and shall be granted a hearing on the matter before the city council; provided, that when no petition for such hearing shall have been filed within ten (10) days following the day on which notice of suspension. was served, such license shall be deemed to have been automatically revoked at the expiration of such ten-day period.~~

Sec. 23-12. ~~Health or inspection officer~~ City Manager may take immediate action when an emergency exists.

Whenever an emergency exists which requires immediate action to protect the public health, safety and welfare based on an inspection and report from the inspection officer, said officer shall report said findings to the city manager, or designee. The city manager, pursuant to the authority contained in Article III, Section 3 of the City Charter for the City of Midwest City, may without notice or hearing issue an order reciting the existence of such an emergency and requiring that such action be taken as he may deem necessary to meet the emergency, including the suspension of the permit. Notwithstanding any other provisions of this article, such order shall be

effective immediately. Any person to whom such an order is directed shall comply therewith immediately, but upon petition to the city council, shall be afforded a hearing at the next regular meeting even if the agenda has been completed.

Secs. 23-13 – 23-22. Reserved

Section 2. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article II, Licenses and Permits, Section 23-23 through 23-42; are hereby amended to read as follows:

Sec. 23-23. Required.

It shall be unlawful for any person to construct, maintain or operate a manufactured home park or ~~travel trailer~~ recreational vehicle park within the limits of the city unless he holds a valid license as required by this chapter.

Sec. 23-24. Existing parks to be licensed.

All manufactured home or ~~travel trailer~~ recreational vehicle parks ~~existing as of May 14, 1968,~~ shall be licensed, and the applicant shall be required to submit as much information as possible in accordance with section 23-25.

Sec. 23-25. Application; contents.

Applications for an ~~original~~ initial license shall be made to the ~~planning and zoning department~~ Chief Building Official of the City and shall be in writing, signed by the applicant, accompanied by an affidavit of the applicant as to the truth of the application and shall contain the following:

(a) Name and address of the applicant;

(b) The interest of the applicant in, and the legal description of the park;

(c) A complete plan of the park showing compliance with all applicable provisions of this chapter and regulations promulgated thereunder; ~~and~~

(d) Such further information as may be requested by the ~~inspection officer~~ city staff~~.~~; and

(e) Name and address of the property owner.

Sec. 23-26. Plans to accompany application.

A complete plan of the proposed manufactured home park shall accompany the application and shall show:

(a) The area and dimensions of the tract of land;

(b) The number, location, and size of all manufactured home or ~~travel trailer~~ recreational vehicle spaces;

(c) The location and ~~with~~ width of roadways, walkways, buffer strips, and recreational areas;

(d) The location of service buildings and other proposed structures;

(e) The location and size of utility lines and treatment facilities; and

(f) Plans and specifications of all buildings and other improvements constructed or to be constructed within the park.

Sec. 23-27. Issuance.

Upon determining that the applicant for a license as required by this article has complied with all applicable regulations, the ~~city clerk~~ Chief Building Official shall cause a license to be issued to the applicant.

Sec. 23-28. License fee.

The ~~development services department~~ city shall charge and collect for each park a license fee of ~~one hundred fifty dollars ($150.00)~~ four hundred thirty dollars ($430.00).

On April 1st of each year, the license fee specified above shall be adjusted by the average change in the Consumer Price Index, U.S. City Average for all Urban Consumers, All Items. (Published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "CPI") during the twelve (12) most recently published months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish this particular CPI, an equally authoritative measure of change in purchasing power of the U.S. dollar may be substituted as approved by the City Manager. Upon the calculation of the CPI, the calculated amount may be rounded to the nearest dollar.

(1). The fee is defined in the code book as:

Fee = (C x F) + F

Where:

C = CPI

F = Current Fee as of the adoption of this ordinance

Sec. 23-29. - City to be notified upon transfer of ownership.

Every person holding a license as required by this article shall notify the city thirty (30) days after having sold, transferred or otherwise disposed of his interest or control of a park. Such notice shall include the name and address of the person succeeding to the ownership or control of such park.

The person holding a license may transfer the license upon completion of the notification requirements above. The new owner shall submit all contact information as required by Section 23-25 upon acquisition of the park.

Sec. 23-30. - Expiration; renewal date.

The initial license shall expire on April 30 after issuance and shall be renewable on May 1 of each year thereafter.

Sec. 23-31. - Application; contents.

Application for renewal of a license shall be made in writing by the holder of the license and shall contain the following:

(a) Any change in the information submitted since the time the ~~original~~ initial license was issued or the latest renewal granted; and

(b) Other information requested by the inspection officer.

Sec. 23-32. License to be posted.

The license certificate shall be conspicuously posted in the office of, or on the premises of, the manufactured home park or the ~~travel trailer~~ recreational vehicle park at all times.

Sec 23-33 – 23-42. Reserved.

Section 3. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article III, Manufactured Home and Trailer Regulations, Division 1, Generally, Section 23-43 through 23-48; are hereby amended to read as follows:

Sec. 23-43. House trailers, Dependent Manufactured Homes, etc., prohibited.

It shall be unlawful for any person to keep, possess or allow to remain on any premises, public or private, under his control within this city, any house trailer, living quarters on wheels, or portable or temporary living quarters, except as may be specifically authorized by the zoning ~~ordinance~~ regulations or other provisions. Dependent Manufactured Homes are prohibited.

Sec. 23-44. Transportation of Manufactured Homes

It is unlawful for any person to move any house, building or structure along or across any street, alley, boulevard or other public ground or thoroughfare in the city without first obtaining a

permit from the city. No person, other than a duly state-licensed house mover, shall be issued such a permit.

Sec. 23-45. Qualified Manufactured Homes

Manufactured homes to be located in the city shall be less than 5 years old at the date of application.

Secs. ~~23-44~~ 23-46 - 23-48. - Reserved.

Section 4. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article III, Manufactured Home and Trailer Regulations, Division 2, Freestanding Manufactured Homes, Section 23-49 through 23-57; are hereby amended to read as follows:

Sec. 23-49. Prohibited ~~in urban area~~ except as allowed by zoning; exception.

~~(a)~~ Except as hereinafter provided, no freestanding manufactured home shall be permitted in the city ~~urban area~~ unless it is actively being offered for sale as provided in section 23-51 of the Midwest City Code. Those freestanding manufactured homes which are now nonconforming uses under the provisions of the zoning ~~ordinance~~ regulations may continue as nonconforming uses; provided, that they shall not be stored in front yards or in side yards abutting a street on corner lots.

~~(b) Those manufactured homes which were erroneously permitted by the city without having applied to the board of adjustment as prescribed in the zoning ordinance may remain as is on a permanent basis as long as the ownership of said manufactured home and property remains under the same ownership as of the effective date of adoption of this Ordinance Number 2219. Proof of ownership shall be the responsibility of the property owner. Should the ownership of land and/or ownership of the manufactured home change after adoption of this Ordinance Number 2219, the manufactured home must be removed from the property; or the property owner may apply to the board of adjustment for temporary placement of a manufactured home as prescribed in the zoning ordinance. The following is a list of the addresses where manufactured homes may continue to exist if compliance with this section is met.~~

~~(1) 413 Acres Drive~~

~~(2) 2300 N. Air Depot Boulevard~~

~~(3) 2420½ S. Anderson Road~~

~~(4) 9713 E. Reno~~

~~(5) 711 N. Douglas Boulevard~~

~~Should in the future other manufactured homes be discovered which meet the requirements of this section, they may continue as prescribed in this section by approval of the development services director.~~

Sec. 23-50. ~~Travel trailers~~ Recreational vehicles prohibited ~~in urban area~~; exception.

No freestanding ~~travel trailer~~ recreational vehicle shall be permitted in the ~~city urban area~~ City unless it is being actively offered for sale or parked for storage; provided, however, that no ~~travel trailer~~ recreational vehicle shall be stored in front yards or in side yards abutting a street on corner lots, and further, provided that no water, plumbing or permanent electrical connections shall be permitted. Temporary electrical connections shall not exceed seventy-two (72) hours.

Sec. 23-51. Sales and storage of manufactured homes and ~~travel trailers~~ recreational vehicles restricted.

Except for manufactured homes or ~~travel trailers~~ recreational vehicles within regular commercial manufactured home or ~~travel trailer~~ recreational vehicle sales lots, each freestanding manufactured home or ~~travel trailer~~ recreational vehicle offered for sale must be clearly marked as such, shall not be occupied for either living or sleeping purposes, and must be removed from the premises if not sold within one hundred twenty (120) days. Freestanding manufactured homes or ~~travel trailers~~ recreational vehicles located within regular commercial manufactured home or ~~travel trailer~~ recreational vehicle sales lots need be neither individually marked for sale nor removed within one hundred twenty (120) days if not sold. A property owner shall not store, nor permit to be stored, more than one manufactured home or ~~travel trailer~~ recreational vehicle on a residential lot. Such property owner shall not actively offer for sale more than one manufactured home in any twelve-month period. Such manufactured home or ~~travel trailer~~ recreational vehicle shall not be stored in any required front or side yard or public utility easement, nor shall such manufactured home or ~~travel trailer~~ recreational vehicle project beyond the front of any building.

Sec. 23-52. ~~When permitted in rural area.~~

~~Freestanding manufactured homes shall be permitted in the city rural area but only as permitted in agriculturally zoned districts as established by the zoning ordinance. Permits for such freestanding manufactured homes shall be issued by the inspection officer, but only when the applicant agrees in writing to remove such manufactured home within one hundred twenty (120) days after either the manufactured home site is rezoned to a district other than agricultural or is abutted within six hundred sixty (660) feet by districts other than agricultural. Such freestanding manufactured homes must comply with normal city regulations except the specific qualifications to the housing code outlined for mobile homes in the minimum housing code of the city.~~

Secs. 23-~~53~~52—23-57. Reserved.

Section 5. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article III, Manufactured Home and Trailer Regulations, Division 3, Nonresidential Manufactured Homes, Section 23-58 through 23-73; are hereby amended to read as follows:

Sec. 23-58. ~~License required.~~ Reserved.

~~No nonresidential manufactured trailer shall be permitted in the city unless a license for its operation is issued by the city clerk. No license shall be issued for a use which would violate any city, state or federal ordinance, law or regulation.~~

Sec. 23-59. ~~Contents of license.~~ Reserved.

~~Each license required by this division shall specify the permitted use of the nonresidential manufactured trailer, the location of such operation and the termination date of the license.~~

Sec. 23-60. ~~License fee.~~ Reserved.

~~An annual fee of twenty dollars ($20.00) shall be charged for each nonresidential manufactured trailer license required by this division.~~

Sec. 23-61. ~~Expiration and renewal of license.~~ Reserved.

~~Each license issued pursuant to the requirements of this division shall expire on April thirtieth of each year and be renewable on May first.~~

Sec. 23-62. Contractors' trailers exempt from requirements.

Operation of non-residential trailers by contractors on construction projects for which building permits have been issued or which are otherwise approved by governmental units ~~is~~ shall be permitted during the term of such construction project without issuance of a license otherwise required by this division.

Sec. 23-63. ~~Permanent location of nonresidential trailers prohibited; exception.~~ Reserved.

~~The provisions of this division shall not be construed as permitting or authorizing the permanent location of any nonresidential manufactured trailer in the city, except, however, the operation of a nonresidential trailer for the explicit use of a caretaker or night watchman on a permanent basis shall be permitted provided all other requirements of this division are complied with.~~

Secs. 23-64—23-73. - Reserved.

Section 6. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article IV, Manufactured Home and Trailer Park Regulations, Division 1, Generally, Section 23-74 through 23-100; are hereby amended to read as follows:

ARTICLE IV. MANUFACTURED HOME AND ~~TRAVEL TRAILER~~ RECREATIONAL VEHICLE PARK REGULATIONS

Sec. 23-74. Applicability of article.

(a) *New parks.* All new parks planned for development ~~after May 14, 1968~~, shall conform to the regulations and standards established in this article.

(b) *Existing parks.* Those parks already developed before May 14, 1968, shall not be governed by the regulations and standards established in this article, unless specifically stated herein; provided however, that no existing manufactured home or ~~travel trailer~~ recreational vehicle park shall be permitted to expand or have placed a greater number of manufactured homes or ~~travel trailers~~ recreational vehicles within its existing boundaries unless these additional units conform to all of the regulations and standards of this article; and provided further that any existing park shall not be expanded beyond its existing boundaries unless the new area developed conforms to all the regulations and standards of this article.

Sec. 23-75. Types of parks.

There shall be three (3) types of parks:

(a) Manufactured home parks;

(b) ~~Travel trailer~~ Recreational vehicle parks; and

(c) Mixed manufactured home and ~~travel trailer~~ recreational vehicle parks.

Sec. 23-76. ~~Trailers~~ Recreational Vehicles and manufactured homes restricted to parks designated for them.

(a) No ~~dependent travel trailer~~ recreational vehicle shall be located in a manufactured home park and used for occupancy, nor shall any manufactured home be located in a ~~travel trailer~~ recreational vehicle park.

(b) Separate areas shall be reserved for manufactured homes and for ~~dependent travel trailers~~ recreational vehicles in a mixed park. No manufactured home shall be permitted in the ~~travel trailer~~ recreational vehicle sector and no ~~dependent travel trailer~~ recreational vehicle shall be permitted in the manufactured home sector.

(c) Recreational vehicles are prohibited from remaining at the same recreational vehicle or mixed park for a period longer than thirty (30) days.

Sec. 23-77. Adequate drainage required.

~~All parks shall be located on a well-drained site, properly graded to insure rapid drainage and freedom from stagnant pools of water. Drainage shall not endanger any water supply.~~ All parks shall conform to Subdivision Regulations Chapter 38 and Chapter 13.

~~Cross reference(s)—Drainage regulations generally, Ch. 13.~~

Sec. 23-78. Minimum area.

The minimum area of any park shall be ~~two and one-half (2½) acres. However, parks in existence on May 14, 1968, can continue to operate with less than a two and one-half (2½) acre area~~ five (5) acres.

Sec. 23-79. ~~Number~~ Density of manufactured homes or trailers per acre restricted.

~~Intensity of development shall be limited to no more than ten (10) manufactured homes per gross acre for a manufactured home park, and no more than fifteen (15) travel trailers recreational vehicles per gross acre for a travel trailer recreational vehicle park. The area used for sewage treatment facilities shall not be included in density computations.~~ Density shall conform to the Midwest City Zoning Regulations.

Sec. 23-80. Spaces to conform to requirements. Reserved

~~Every manufactured home and travel trailer recreational vehicle space shall conform to the requirements of this article and shall be clearly defined.~~

Sec. 23-81. Minimum width of spaces.

Spaces for manufactured homes and recreational vehicles shall be at least forty (40) feet wide. ~~and spaces for travel trailers shall be at least twenty-five (25) feet wide.~~

Sec. 23-82. Distance from service road, rear lot line and other homes.

Manufactured homes and ~~travel trailers~~ recreational vehicles will be parked in the proper spaces so that, at the nearest point, they shall be ten (10) feet from the service road, five (5) feet from the rear lot line and at least ten (10) feet from any other manufactured home or ~~travel trailer~~ recreational vehicle.

Sec. 23-83. Distance of manufactured home or trailer from right-of-way.

It shall be unlawful to locate a manufactured home or ~~travel trailer~~ recreational vehicle less than twenty-five (25) feet from any public street or highway right-of-ways or so that any part of such manufactured home or ~~travel trailer~~ recreational vehicle will obstruct any roadway or walkway of such park.

Sec. 23-84. Driveway width.

All manufactured home spaces shall ~~abut upon sealed surface driveway of not less than twenty (20) feet in width if on-street parking is prohibited and twenty-six (26) feet in width if on-street parking is permitted on one side of the street only~~. have a driveway that conforms with Chapter 37 Sec. 37-71.

Sec. 23-85. Parking spaces within parks.

~~(a) In manufactured home or travel trailer recreational vehicle parks existing on May 14, 1968, parking on or adjacent to the street within the park is permissible as long as it does not obstruct free movement of traffic. Whether or not a safety hazard exists is a question to be determined~~

~~by the traffic and safety commission, with final appeal to the city council. If, upon final appeal before the city council, it is determined that a safety hazard does in fact exist, the park concerned will be required to comply with subsection (b) hereof.~~

~~(b)~~ In each new manufactured home park, at least two (2) clearly defined off-street ~~sealed surface~~ hard surface parking spaces will be provided for each manufactured home space either on or adjacent to the space. In new ~~travel trailer~~ recreational vehicle parks, at least one off-street ~~sealed~~ hard surface parking space shall be provided for each manufactured home or trailer space either on or adjacent to the space.

Sec. 23-86. ~~Pad requirements.~~ Installation Requirements.

~~Each manufactured home shall be located on four-inch thick concrete runners which shall be twenty-four (24) inches wide and forty-five (45) feet long. These runners shall be placed over a two-inch sand base, shall have a compressive strength of three thousand five hundred (3,500) pounds per square foot and shall be reinforced with mesh.~~ All manufactured homes shall be installed in full compliance with all Federal and State requirements. All documentation needed to determine compliance shall be submitted to the city.

Sec. 23-87. ~~Patio requirements.~~ Reserved.

~~Each manufactured home shall have a four-inch thick cement patio in front of the entrance with a minimum surface area of two hundred (200) square feet. The patio shall be placed on a two-inch sand base and reinforced with 10 ×6×6 mesh.~~

Sec. 23-88. Screening required.

All manufactured home parks shall provide ~~suitable~~ sight-proof screening where abutting single-family residential ~~areas~~ districts.

Sec. 23-89. Park responsible for keeping facilities clean.

The licensee or a duly authorized attendant or caretaker shall be responsible at all times to keep the manufactured home park, its facilities and equipment in a clean, orderly and sanitary condition. The attendant or caretaker shall be answerable, with the licensee, for the violation of any provision of this chapter to which the licensee is subject.

Sec. 23-90. Alterations or repairs to conform to regulations.

~~All plumbing and electrical alterations or repairs in the park shall be made in accordance with applicable local regulations.~~ No changes shall be made to the Plumbing, HVAC, or Electrical System until a permit has been issued. No changes shall be made that would void the original manufacturer's certification. See Table in 9-42

Sec. 23-91. Skirting.

Skirting of mobile homes is permissible but areas enclosed by such skirting shall be uniform and maintained in good repair so as not to provide a harborage for rodents or create a fire hazard.

Sec. 23-92. ~~Permit required for construction of space or alteration of manufactured home.~~ Reserved.

~~A permit issued by the inspecting officer shall be required before any construction on a manufactured home space or any structural addition or alteration to the exterior of a manufactured home takes place. No construction or addition or alteration to the exterior of a manufactured home located in a manufactured home park shall be permitted unless the same type of construction or materials as the manufactured home affected. All such construction, additions or alterations shall be in compliance with applicable local and state laws. No permit shall be required for the addition of steps, canopies, awnings or antennas.~~

Sec. 23-93. ~~Wrecked or damaged~~ Dilapidated homes not to be kept in parks.

~~Wrecked, damaged or dilapidated~~ Dilapidated manufactured homes and ~~travel trailers~~ recreational vehicles shall not be kept or stored in a manufactured home park or a ~~travel trailer~~ recreational vehicle park. The inspection officer shall determine if a manufactured home or ~~travel trailer~~ recreational vehicle is ~~damaged or~~ dilapidated to a point which makes the manufactured home or ~~travel trailer~~ recreational vehicle unfit for human occupancy on either a temporary or permanent basis. Whenever such a determination is made, the manufactured home or ~~travel trailer~~ recreational vehicle shall be vacated and removed from the premises.

Sec. 23-94. ~~Clothes drying facilities~~. Stairways and Decks.

~~Outside drying spaces or other clothes drying facilities shall be provided in every park. Manufactured home parks shall have at least one hundred (100) linear feet of clothes drying line or one mechanical clothes drying unit in good condition located in a service building. Travel trailer parks and mixed parks shall have at least twenty-five (25) linear feet of outdoor clothes drying line for each travel trailer space, or one mechanical clothes drying unit for the first ten (10) travel trailer spaces or any fraction thereof, and an additional unit for each ten (10) additional travel trailer spaces or any fraction thereof.~~ The requirement for the construction of stairways and decks shall comply with the requirements contained in Chapter 9

Sec. 23-95. Fire and safety rules and regulations to be posted.

All parks shall conspicuously post-fire and safety rules and regulations as follows:

Name of park _____

Fire Safety Rules and Regulations

(1) *Emergency facilities.*

The telephone number of the fire department is _____.

The telephone number of the police department is _____.

The telephone number of the mobile home park office is _____.

~~(2) *Services.*~~

~~The connecting and disconnecting of water, fuel and electrical services will be made only by park personnel and other authorized persons as determined by court management. Should these services be interrupted, telephone or notify the park office or for water _____; for fuel _____; for electrical _____.~~

~~(3)~~ (2) *Fire-fighting equipment.*

It is recommended that each coach owner have UL-approved portable hand fire extinguishers mounted in easily accessible locations.

~~(4)~~ (3) *Procedure in case of fire.*

In case of fire in your trailer, tenants should do these things in the follow order:

(1) Get the occupants out of the trailer.

(2) Call the fire department and call the park management.

The important thing to do is to get the professional fire fighters at the fire. In case of fire in the area, tenants should call the fire department, use portable extinguishers on the fire and call park management.

~~(5)~~ (4) *Fire conditions.*

Tenants can aid manufactured home park management in keeping the area free from such conditions by notifying trailer park management when they recognize unsafe conditions. Constant vigilance is necessary to maintain the premises free from fire at all times. Fire safety is everyone's job.

~~(6)~~ (5) *Rubbish.*

Tenants shall keep the area under and around their units free from an accumulation of rubbish, paper, leaves and brush.

~~(7)~~ (6) *Empty fuel containers.*

Tenants shall not place empty fuel containers under their units. These containers shall be left in place.

~~(8)~~ (7) *Home inspections.*

Through the facilities of your local fire department your home can be inspected by members of this department at designated times. If you would like to have a voluntary inspection of your unit, please notify the ~~park office~~ Fire Marshal Office.

~~(9)~~ (8) *Traffic regulations.*

Operators of vehicular equipment shall observe the posted traffic signs or signals. ~~Keep fire lanes open~~ Keep fire lanes clear of any impediments to emergency services.

Secs. 23-96—23-100. Reserved.

Section 7. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article IV, Manufactured Home and Trailer Park Regulations,

Division 2, Service Buildings, Section 23-101 through 23-109; are hereby amended to read as follows:

Sec. 23-101. Dependent Recreational Vehicle Park Requirements generally.

Service buildings shall:

(a) Be located not less than twenty-five (25) feet nor more than two hundred (200) feet from any ~~travel trailer~~ recreational vehicle space;

(b) Be of permanent construction and adequately lighted;

(c) Be of moisture-resistant material to permit frequent washing and cleansing;

(d) Have adequate heating facilities to maintain a temperature of seventy (70) degrees Fahrenheit during cold weather and to supply adequately hot water during the time of peak demands; and

(e) Have all rooms well ventilated with all openings effectively screened.

Sec. 23-102. Maintenance.

All service buildings shall be maintained in a clean, sightly condition and kept free of any condition that will menace the health of any occupant or the public or constitute a menace.

Sec. 23-103. Minimum service building facilities.

(a) Each ~~travel trailer~~ recreational vehicle park shall be provided with at least one service building adequately equipped with flush-type toilet fixtures and other sanitary facilities as required in this chapter. No service building shall contain less than one toilet for females, one toilet for males, one lavatory, and shower or bathtub for each sex and one laundry tray.

(b) All sanitary facilities required by sections 23-111 through 23-116 shall be located in service buildings.

Sec. 23-104. ~~Laundry facilities.~~ Reserved.

~~Laundry facilities shall be provided in the ratio of one laundry unit to every thirty (30) travel trailer spaces and shall be in a separate soundproof room of a service building or in a separate building. A laundry shall consist of not less than one washing and one drying machine.~~

Secs. 23-105—23-109. Reserved.

Section 8. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article IV, Manufactured Home and Trailer Park Regulations, Division 3, Sanitary Facilities, Section 23-110 through 23-121; are hereby amended to read as follows:

Sec. 23-110. Minimum toilet facilities for dependent ~~travel trailer~~ recreational vehicle parks.

Each park accommodating dependent ~~travel trailers~~ recreational vehicles shall provide the following:

(a) Toilet facilities for males shall consist of not less than two (2) flush toilets and one urinal for the first six (6) dependent ~~travel trailers~~ recreational vehicles or fraction thereof; and for dependent ~~travel trailers~~ recreational vehicles in excess of six (6), not less than one additional flush toilet and one additional urinal for every ten (10) additional ~~travel trailers~~ recreational vehicles or fractional number thereof.

(b) Toilet facilities for females shall consist of not less than two (2) flush toilets for the first six (6) dependent ~~travel trailer~~ recreational vehicle spaces or any less number thereof, and for dependent ~~travel trailer~~ recreational vehicle spaces in excess of six (6), not less than one additional flush toilet for every ten (10) additional ~~travel trailer~~ recreational vehicle spaces or fractional number thereof.

(c) Each sex shall be provided with not less than one lavatory and one shower or bathtub with individual dressing accommodations for the first six (6) dependent ~~travel trailer~~ recreational vehicle spaces or any less number thereof, and for ~~travel trailer~~ recreational vehicle spaces in excess of six (6), not less than one additional lavatory and one additional shower or bathtub with individual dressing accommodations for every ten (10) additional dependent ~~travel trailer~~ recreational vehicle spaces or fractional number thereof.

(d) Each toilet for females and each shower or bathtub with individual dressing accommodations for females shall be in a private compartment or stall.

(e) The toilet and other sanitation facilities for males and females shall either be separate buildings or shall be separated, if in the same building, by a soundproof wall.

~~(f) There shall be provided in a separate compartment or stall not less than one flush toilet bowl receptacle for emptying bedpans and other containers of human excreta, or a slop sink with at least a three-inch trap and an adequate supply of hot running water for cleaning such bedpans or containers.~~

Sec. 23-111. Wastes to be discharged into public ~~or private~~ sewer ~~or septic tank.~~

Wastes from showers, bathtubs, flush toilets, urinals, lavatories, slop sinks and laundries in service and other buildings within the park shall be discharged into a public sewer. ~~and disposal plant, septic tank system or private sewer and lagoon system of such construction and in such manner as shall be approved by the inspection officer and in accordance with all applicable ordinances of the city.~~

Sec. 23-112. Sewer connections to be provided for spaces; requirements.

Each manufactured home or independent recreational vehicle space shall be provided with at least a four-inch sewer connection at least two (2) inches above the surface of the ground. The sewer connection should be protected by a concrete collar at least four (4) inches thick and have a minimum outside diameter of twenty-four (24) inches. The sewer connection should be fitted with a standard ferrule and close nipple and provided with a screw cap. The connection between the manufactured home drain and the sewer must be watertight and self-draining. Manufactured homes with fixtures from which back siphonage may occur shall not be connected to the park's water system until the defect has been corrected.

Sec. 23-113. Connection to public sewer required. ~~if available.~~

~~In the event that an adequate public sewer system is available within three hundred (300) feet of new construction on existing parks,~~ Connection must be made to the public system. If public sewer is not available, it shall be extended to the park at no cost to the city. ~~within one hundred eighty (180) days.~~

Sec. 23-114. Private sewerage system requirements.

~~The design of private sewage treatment facilities shall be based on the maximum capacity of the park. The disposal facilities shall be located where they will not create a nuisance or health hazard to the manufactured home park or to the owner or occupants of any adjacent property. The inspection officer must approve the type of treatment proposed and the design of any disposal facilities and sewer systems prior to construction.~~

New private sewage systems for Manufactured Home, Recreational Vehicle, or Mixed Parks are not permitted within City boundaries.

Sec. 23-115. ~~Use of sewage system required.~~ Reserved.

~~Every manufactured home occupying a manufactured home park space shall tie into the park sewerage system and dependent travel trailers shall dump any accumulated waste into a receptacle provided in the travel trailer park upon entering and upon leaving the park. Such receptacles must be approved by the inspection officer. Any other dump of accumulated waste within the city is prohibited.~~

Sec. 23-116.Tenants to maintain connections.

Park licenses shall require tenants to maintain trailer and manufactured home connections to sewer and water systems in good condition and be responsible that there is no sewage or water leakage on the park premises.

Secs. 23-117—23-121. Reserved.

Section 9. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article IV, Manufactured Home and Trailer Park Regulations, Division 4, Water Supply, Section 23-122 through 23-142; are hereby amended to read as follows:

Sec. 23-122. ~~Adequate water supply required.~~ Reserved.

~~An accessible, adequate, safe and potable supply of water shall be provided in each park, capable of furnishing a minimum of two hundred fifty (250) gallons per day per manufactured home space in unplatted manufactured homes and travel trailer parks. All platted manufactured homes and travel trailer parks shall comply with existing subdivision regulations pertaining to the public supply of water.~~

Sec. 23-123. Connection to public supply required ~~when available.~~

~~Where a public supply of water which is safe and potable is available within three hundred (300) feet, connection shall be made thereto and its supply shall be used exclusively.~~

Connection to public water supply shall be required. If public water is not available it shall be extended at no cost to the City. Private water sources are not permitted within City boundaries.

Sec. 23-124~~. Private water sources must be approved~~. Reserved.

~~Where private water supplies must be developed, the inspection officer must approve the location, construction and development of both the water well and pipe system and connections. No private source other than a water well shall be used.~~

Sec. 23-125.~~ Water system to be connected to all spaces.~~ Reserved.

~~The water system of the manufactured home park shall be connected by pipes to all buildings and all manufactured home spaces.~~

Sec. 23-126.~~ Cold water tap to be provided.~~ Reserved.

~~Each manufactured home shall be provided with a cold water tap at least four (4) inches above the ground.~~

Sec. 23-127. Hot water to be furnished.

An adequate supply of hot water shall be provided at all times in the service buildings~~ for all bathing, washing, cleansing and laundry facilities~~.

Sec. 23-128.~~ Piping to conform to state and local regulations.~~ Reserved.

~~All water piping shall be constructed and maintained in accordance with state and local law.~~

~~Cross reference(s)—Installation specifications for waterlines generally, § 43-75 et seq.~~

Sec. 23-129.~~ Connections to be weathertight.~~ Reserved.

~~All water connections shall be weathertight.~~

Sec. 23-130. ~~Piping system not to be connected to nonpotable water supplies.~~ Reserved.

~~The water piping system shall not be connected with nonpotable or questionable water supplies and shall be protected against the hazards of backflow or back siphonage.~~

Sec. 23-131. ~~Drinking fountains to be approved by inspection officer.~~ Reserved.

~~Where drinking fountains are provided for public use they shall be of a type and in locations approved by the inspection officer.~~

Sec. 23-132. Connections to be constructed so as not to be damaged when parking trailers.

Individual water service connections which are provided for direct use by manufactured homes or ~~travel trailers~~ recreational vehicles shall be of such construction that they will not be damaged by the parking of such manufactured homes or ~~travel trailers~~ recreational vehicles.

Sec. 23-133. Enclosures for pumping equipment to have adequate drainage.

No well casing, pumps, pumping machinery or suction pipes shall be located in any pit, room or space extending below ground level, nor in any room or space aboveground which is walled in or otherwise enclosed unless such rooms, whether above or below ground, have free drainage by gravity to the surface. All floors shall be watertight and sloped from the pump pedestal to the drain, and floors shall extend at least two (2) feet from the well in all directions. The pedestal shall not be less than twelve (12) inches above the floor. This shall not be construed as prohibiting submersible pumps.

Sec. 23-134. ~~Water pressure—Individual taps.~~ Reserved.

~~All water piping within the park shall be designed to deliver five (5) psi residual pressure at each water tap in unplatted parks. Platted manufactured homes and travel trailer parks shall comply with existing subdivision regulations.~~

Sec. 23-135. Same - Park system.

The park system shall be adequate to provide twenty (20) psi pressure at all manufactured home or ~~travel trailer~~ recreational vehicle connections.

Sec. 23-136. ~~Supply for trailer water reservoirs.~~ Reserved.

~~Provisions shall be made within one hundred fifty (150) feet of each travel trailer space to supply water for travel trailer reservoirs.~~

Sec. 23-137. ~~Water reservoir requirements.~~ Reserved.

~~All water storage reservoirs shall be watertight and constructed of impervious material and all overflows and vents of such reservoirs shall be effectively screened. Open reservoirs are prohibited. Manholes shall be constructed with overlapping covers so as to prevent the entrance of contaminated material. Overflow pipes from a reservoir shall not connect to any pipe in which sewage or polluted water may back up.~~

Secs. 23-138—23-142. Reserved.

Section 10. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article IV, Manufactured Home and Trailer Park Regulations, Division 5, Refuse Disposal, Section 23-143 through 23-153; are hereby amended to read as follows:

Sec. 23-143. ~~Creation of health or fire hazard prohibited.~~ Reserved.

~~The storage, collection and disposal of refuse in each park shall be so managed as to create no health hazards, rodent harborage, insect-breeding areas, accident or fire hazards or air pollution.~~

Sec. 23-144. ~~Storage requirements.~~ Reserved.

~~All refuse shall be stored in flytight, watertight, rodentproof containers which shall be located within one hundred fifty (150) feet of any manufactured home or travel trailer space. Containers shall be provided in sufficient numbers and capacity to properly store all refuse.~~

Sec. 23-145. ~~Container racks.~~ Reserved.

~~Racks or holders shall be provided for all refuse containers. Such container racks or holders shall be so designed as to prevent containers from being tipped to minimize spillage and container deterioration and to facilitate cleaning around them. Lids for containers shall be permanently connected to racks or holder with chains or other flexible materials.~~

Sec. 23-146. Collection and disposal requirements.

Sanitation services shall be provided by the City of Midwest City in accordance with Chapter 18 of the Midwest City Ordinance. New facilities shall construct enclosure(s) as required in the Midwest City municipal code Appendix A.

~~(a) All refuse shall be collected at least once weekly or as otherwise required by the inspection officer. Where municipal garbage collection is not available the manufactured home park operator shall either employ a private agency or provide this service. All refuse shall be collected and transported in covered vehicles or covered containers.~~

~~(b) Where municipal or other private disposal service is not available the manufactured home park operator shall dispose of the refuse by burial or transporting to an approved disposal site as directed by the health officer. Refuse shall be buried only at locations and by methods approved by the health officer and in accordance with the ordinances of the city.~~

Sec. 23-147. ~~**Use of municipal services.**~~ **Reserved.**

~~When municipal refuse disposal service is available it must be used.~~

Secs. 23-148—23-153. Reserved.

Section 11. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article IV, Manufactured Home and Trailer Park Regulations, Division 6, Insect and Rodent Control, Section 23-154 through 23-164; are hereby amended to read as follows:

Sec. 23-154~~**. Control measures to be used.**~~ **Reserved.**

~~Insect and rodent control measures to safeguard public health as required by the inspection officer shall be applied in each park.~~

Sec. 23-155. ~~**Use of larvicidal solutions.**~~ **Reserved.**

~~Effective larvicidal solutions may be required by the inspection officer for fly or mosquito-breeding areas which cannot be controlled by other more permanent measures.~~

Sec. 23-156~~**. Measures to control additional insects or weeds may be required.**~~ **Reserved.**

~~The inspection officer may require the park operator to take suitable measures to control other insects and obnoxious weeds.~~

Sec. 23-157. ~~**Accumulations of debris prohibited.**~~ **Reserved.**

~~Accumulations of debris which may provide harborage for rodents shall not be permitted in the manufactured home park.~~

Sec. 23-158. ~~**Rodent extermination required.**~~ **Reserved.**

~~When rats or other objectionable rodents are known to be in the park, the park operator shall take definite action as directed by the inspection officer to exterminate them.~~

Secs. 23-159 - 23-164. Reserved.

Section 12. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article IV, Manufactured Home and Trailer Park Regulations, Division 7, Electricity and Lighting, Section 23-165 through 23-173; are hereby amended to read as follows:

Sec. 23-165. Outlet requirements.

An electrical outlet supplying at least ~~sixty (60) amperes~~ one hundred (100) amperes shall be provided for each manufactured home or recreational vehicle space. The installation shall comply with all applicable state and local electrical codes and ordinances.

Sec. 23-166. Grounding required.

Each electrical outlet, extension line and plug receptacle shall be grounded and weatherproofed. All ~~trailer houses~~ manufactured homes are to be grounded to meet the approval of the electrical inspector.

Sec. 23-167. Street lighting requirements.

Streets ~~and driveways~~ within parks shall be lighted with streetlights ~~meeting the current standards of the Illuminating Engineering Society or one-half (½) candlepower, whichever is higher.~~ in accordance with Appendix A, Section 5.

Secs. 23-168—23-173- Reserved.

Section 13. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article IV, Manufactured Home and Trailer Park Regulations, Division 8, Fuel Storage, Section 23-174 through 23-182; are hereby amended to read as follows:

Sec. 23-174. ~~Location of storage tanks.~~ Reserved.

~~All fuel storage tanks or cylinders shall be securely fastened in place and shall not be located inside or beneath the manufactured home or less than five (5) feet from any manufactured home exit.~~

Sec. 23-175. ~~Piping to be of acceptable material.~~ Reserved.

~~All piping from outside fuel storage tanks or cylinders to manufactured homes shall be of acceptable material as determined by the inspection officer.~~

Sec. 23-176. ~~Piping to be fastened.~~ Reserved.

~~All piping from outside fuel storage tanks to manufactured homes shall be permanently installed and securely fastened in place.~~

Secs. 23-177 - 23-182. Reserved.

Section 14. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article IV, Manufactured Home and Trailer Park Regulations, Division 9, Registration, Section 23-183 through 23-191; are hereby amended to read as follows:

Sec. 23-183. Register required.

Each licensee shall keep a register containing a record of all manufactured home and ~~travel trailer~~ recreational vehicle owners and occupants located within the park.

Sec. 23-184. Contents of register.

The register required by this division shall contain the following information:

(a) The name and address of the owner or occupant of each manufactured home or recreational vehicle;

(b) The make, model, year and license of each manufactured home and ~~motor~~ recreational vehicle;

(c) The state, territory or country issuing such license; and

(d) The date of arrival ~~and of departure~~ of each manufactured home or recreational vehicle~~;~~ ~~and~~ .

~~(e) Whether or not each manufactured home is a dependent or independent manufactured home.~~

Sec. 23-185. Inspection of register.

The park shall keep the register available for inspection at all times by law enforcement officers~~, public health officials, the city clerk and city manager,~~ and inspection officers whose duties necessitate acquisition of the information contained in the register. The register record of each occupant registered shall not be destroyed for a period of one year following the date of departure of the registrant from the park.

Secs. 23-186—23-191. Reserved.

Section 15. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article V, Manufactured Home Subdivisions, Section 23-192 through 23-198; are hereby amended to read as follows:

Sec. 23-192. Compliance with other standards required.

All manufactured home subdivisions shall comply with the subdivision ~~ordinance~~ regulations and zoning ~~ordinance~~ regulations of the city, except as otherwise provided.

Sec. 23-193. Minimum size.

The minimum size of a manufactured home subdivision shall be ten (10) acres.

Sec. 23-194. Residences limited to manufactured homes.

No residences except manufactured homes shall be permitted in a manufactured home subdivision.

Sec. 23-195. Lot requirements.

Lot requirements are governed by the Midwest City municipal code Appendix A.~~Minimum effective lot widths in a manufactured home subdivision shall be forty (40) feet, measured at the front building line; and minimum lot areas shall be three thousand two hundred (3,200) square feet; provided, that at least a five-foot side yard shall be provided on each lot beyond any manufactured home and additions thereto, and further provided that in areas not serviced by a public sewer the minimum additional lot area shall be determined by the health officer on the basis of safe and sanitary sewer service. The effective lot width of a manufactured home lot shall be determined, for interior lots, by measuring at right angles across the lot from one diagonal sideline to the other; and for corner lots, the measurement shall be made at right angles from the diagonal~~

~~having the greatest divergence from perpendicular to the street, through the midpoint of the front line of the required front yard to the opposite lot line or an extension thereof.~~

Sec. 23-196. ~~**Sidelines.**~~ **Reserved.**

~~Sidelines of lots in manufactured home subdivisions need not be at right angles to straight street lines or radial to curved street lines.~~

Sec. 23-197. ~~**Lots required to abut on public street.**~~ **Reserved.**

~~Regardless of the effective lot width, manufactured home subdivision lots must abut a public street for at least twenty-five (25) feet.~~

Sec. 23-198. Screening required.

All manufactured home subdivisions shall provide ~~suitable~~ sight-proof screening where abutting single-family residential areas.

Section 16. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 17. 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

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

DONALD D. MAISCH, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 23, MANUFACTURED HOMES, TRAILERS, MANUFACTURED HOME PARKS, ETC.; ARTICLE I, IN GENERAL, SECTIONS 23-1 THROUGH 23-22; ARTICLE II, LICENSES AND PERMITS, SECTIONS 23-23 THROUGH 23-42; ARTICLE III, MANUFACTURED HOMES AND TRAILER REGULATIONS, SECTIONS 23-43 THROUGH 23-73; ARTICLE IV, MANUFACTURED HOME AND TRAVEL TRAILER PARK, SECTIONS 23-74 THROUGH 23-191; ARTICLE V, MANUFACTURED HOME SUBDIVISIONS, SECTIONS 23-192 THROUGH 23-198; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article I, In General, Section 23-1 through 23-32; are hereby amended to read as follows:

Sec. 23-1. Definitions.

For the purposes of this chapter, the following definitions shall apply:

Dependent manufactured home shall mean a manufactured home which does not have a flush toilet and a bath or shower.

Dependent recreational vehicle shall mean a recreational vehicle which does not have a flush toilet and a bath or shower.

Dilapidated: See Section 9-3(g)(1).

Freestanding manufactured home shall mean any manufactured home or recreational vehicle not located in a manufactured home park or recreational vehicle park, respectively, licensed by the city, or in an approved manufactured home subdivision.

Independent manufactured home shall mean a manufactured home which has a flush toilet and a bath or shower. Unless otherwise indicated in the text of this chapter, the term "manufactured home" shall mean an independent manufactured home.

Independent recreational vehicle shall mean a recreational vehicle which has a flush toilet and a bath or shower.

Inspection officer shall mean the building official of the city or his authorized agent, the fire marshal for the city or authorized agent, a code enforcement officer for the city and/or an inspector for the public works department for the city.

Licensee shall mean any person licensed to operate and maintain a manufactured home park under this provisions of this chapter.

Manufactured home shall mean a structure that is transportable in one (1) or more sections and is designed for occupancy as a principal residence by a single family. In traveling mode, the structure is eight (8) feet or more in width and forty (40) feet or more in length and is designed and constructed to the Federal Manufactured Construction and Safety Standards and is so labeled. When erected on site, the home is:

(a) At least three hundred twenty (320) square feet;

(b) Built and remains on a permanent chassis;

(c) Designed to be used as a dwelling with a permanent foundation built to FHA criteria.

Manufactured home park shall mean any plot of ground upon which two (2) or more manufactured homes, occupied for dwelling or sleeping purposes, are located regardless of whether or not a charge is made for such accommodations.

Manufactured home space shall mean a plot of ground within a manufactured home park designed for the accommodation of one (1) manufactured home and not located on a manufactured home sales lot.

Manufactured home subdivision shall mean a subdivision designed and intended for residential use where residence is in a manufactured home exclusively and manufactured home lots are sold for occupancy.

Nonresidential manufactured trailer shall mean any vehicle having the basic characteristics of either a manufactured home or recreational vehicle but which is used for purposes other than residential and is not being offered for sale, as indicated by a clearly displayed "For Sale" sign on or near the trailer.

Park shall mean a manufactured home or recreational vehicle park.

Permittee shall mean any person to whom a temporary permit is issued to maintain or operate a manufactured home park under the provisions of this chapter.

Public water system or public sewer system shall mean any such system built and owned by or dedicated to and accepted by the city. All other such systems are private.

Recreational vehicle shall mean a Class D motor vehicle, provided such a vehicle is a self-propelled or towed vehicle that is equipped to serve as temporary living quarters for recreational, camping, or travel purposes and is used solely as a family or personal conveyance.

Recreational vehicle park shall mean any plot of ground upon which two (2) or more dependent recreational vehicles or independent recreational vehicles, occupied for dwelling or sleeping purposes, are located regardless of whether or not a charge is made for such accommodations.

Recreational vehicle space shall mean a plot of ground within a park designed for accommodation of one (1) recreational vehicle.

Service building shall mean a building housing toilet and bathing facilities for men or women, and may also include buildings containing laundry facilities and other facilities as required by this chapter or desired by the park operator.

Subdivision shall mean the division of a tract or parcel of land into two (2) or more parts or lots for the purpose, whether immediate or future, of sale or building development or transfer of ownership with the exception of transfer to heirs of an estate, and shall include re-subdivision.

Sec. 23-2. Reserved.

Sec. 23-3. Notice of violations; contents.

Whenever the inspection officer determines violations of public health, welfare or safety regulations exist, he shall notify the licensee or permittee of such alleged violation(s). Such notice shall:

(a) Be in writing;

(b) Include a statement of the reasons for its issuance;

(c) Contain an outline of remedial action which, if taken, will effect compliance with provisions of this chapter and other pertinent regulations;

(d) Permit a reasonable time, not less than thirty (30) days to correct the conditions or practices found to be in violation of these regulations; and

(e) Be personally served or mailed to the owner and/or responsible party of the property at the address shown on the current years tax rolls in the county treasurer's office. The city shall obtain receipt of mailing by the post office for the mailing of the notice. If the property owner and/or responsible party is unable to be personally served or notified by mail, then notice shall be posted on the property.

Sec. 23-4. Response to Notice of Violation.

Every person receiving a notice as provided in section 23-3 shall provide a written response to the notice of violation within fifteen (15) days that includes the scope of work to be completed and a timeline for completion of all tasks.

Sec. 23-5. Reinspection of conditions.

At the end of the timeframe set in the notice, the inspection officer shall reinspect the subdivision or park and if the conditions or practices noted in the written notice have not been corrected, a citation shall be issued in the amount of seven hundred and fifty dollars ($750.00). Each day a violation exists shall be considered a separate violation for which a citation may be issued.

Sec. 23-6. Inspection of subdivisions and parks authorized.

The inspection officer is hereby authorized and directed to make inspections to determine the condition of subdivisions and parks located within the City in order to perform their duty of

safeguarding the health and safety of occupants of the subdivisions and parks and of the general public.

Sec. 23-7. Occupants to permit access to any part of park or subdivision.

It shall be the duty of every occupant of a park to give the owner thereof or his agent or employee access to any part of such manufactured home subdivision or manufactured home or recreational vehicle park or their outside premises at reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with this chapter or with any lawful regulations adopted hereunder, or with any lawful order issued pursuant to the provisions of this chapter.

Sec. 23-8. Reserved.

Sec. 23-9. Reserved.

Sec. 23-10. Reserved.

Sec. 23-11. Reserved.

Sec. 23-12. City Manager may take immediate action when an emergency exists.

Whenever an emergency exists which requires immediate action to protect the public health, safety and welfare based on an inspection and report from the inspection officer, said officer shall report said findings to the city manager, or designee. The city manager, pursuant to the authority contained in Article III, Section 3 of the City Charter for the City of Midwest City, may without notice or hearing issue an order reciting the existence of such an emergency and requiring that such action be taken as he may deem necessary to meet the emergency, including the suspension of the permit. Notwithstanding any other provisions of this article, such order shall be effective immediately. Any person to whom such an order is directed shall comply therewith immediately, but upon petition to the city council, shall be afforded a hearing at the next regular meeting even if the agenda has been completed.

Secs. 23-13 – 23-22. Reserved

Section 2. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article II, Licenses and Permits, Section 23-23 through 23-42; are hereby amended to read as follows:

Sec. 23-23. Required.

It shall be unlawful for any person to construct, maintain or operate a manufactured home park or recreational vehicle park within the limits of the city unless he holds a valid license as required by this chapter.

Sec. 23-24. Existing parks to be licensed.

All manufactured home or recreational vehicle parks shall be licensed, and the applicant shall be required to submit as much information as possible in accordance with section 23-25.

Sec. 23-25. Application; contents.

Applications for an initial license shall be made to the Chief Building Official of the City and shall be in writing, signed by the applicant, accompanied by an affidavit of the applicant as to the truth of the application and shall contain the following:

(a) Name and address of the applicant;

(b) The interest of the applicant in, and the legal description of the park;

(c) A complete plan of the park showing compliance with all applicable provisions of this chapter and regulations promulgated thereunder;

(d) Such further information as may be requested by the city staff; and

(e) Name and address of the property owner.

Sec. 23-26. Plans to accompany application.

A complete plan of the proposed manufactured home park shall accompany the application and shall show:

(a) The area and dimensions of the tract of land;

(b) The number, location, and size of all manufactured home or recreational vehicle spaces;

(c) The location and width of roadways, walkways, buffer strips, and recreational areas;

(d) The location of service buildings and other proposed structures;

(e) The location and size of utility lines and treatment facilities; and

(f) Plans and specifications of all buildings and other improvements constructed or to be constructed within the park.

Sec. 23-27. Issuance.

Upon determining that the applicant for a license as required by this article has complied with all applicable regulations, the Chief Building Official shall cause a license to be issued to the applicant.

Sec. 23-28. License fee.

The city shall charge and collect for each park a license fee of four hundred thirty dollars ($430.00).

On April 1st of each year, the license fee specified above shall be adjusted by the average change in the Consumer Price Index, U.S. City Average for all Urban Consumers, All Items. (Published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "CPI") during the twelve (12) most recently published months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish this particular CPI, an equally authoritative measure of change in purchasing power of the U.S. dollar may be substituted as approved by the City Manager. Upon the calculation of the CPI, the calculated amount may be rounded to the nearest dollar.

(1). The fee is defined in the code book as:

Fee = (C x F) + F

Where:

C = CPI

F = Current Fee as of the adoption of this ordinance

Sec. 23-29. - City to be notified upon transfer of ownership.

Every person holding a license as required by this article shall notify the city thirty (30) days after having sold, transferred or otherwise disposed of his interest or control of a park. Such notice shall include the name and address of the person succeeding to the ownership or control of such park.

The person holding a license may transfer the license upon completion of the notification requirements above. The new owner shall submit all contact information as required by Section 23-25 upon acquisition of the park.

Sec. 23-30. - Expiration; renewal date.

The initial license shall expire on April 30 after issuance and shall be renewable on May 1 of each year thereafter.

Sec. 23-31. - Application; contents.

Application for renewal of a license shall be made in writing by the holder of the license and shall contain the following:

(a) Any change in the information submitted since the time the initial license was issued or the latest renewal granted; and

(b) Other information requested by the inspection officer.

Sec. 23-32. License to be posted.

The license certificate shall be conspicuously posted in the office of, or on the premises of, the manufactured home park or the recreational vehicle park at all times.

Sec 23-33 – 23-42. Reserved.

Section 3. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article III, Manufactured Home and Trailer Regulations, Division 1, Generally, Section 23-43 through 23-48; are hereby amended to read as follows:

Sec. 23-43. House trailers, Dependent Manufactured Homes, etc., prohibited.

It shall be unlawful for any person to keep, possess or allow to remain on any premises, public or private, under his control within this city, any house trailer, living quarters on wheels, or portable or temporary living quarters, except as may be specifically authorized by the zoning regulations or other provisions. Dependent Manufactured Homes are prohibited.

Sec. 23-44. Transportation of Manufactured Homes

It is unlawful for any person to move any house, building or structure along or across any street, alley, boulevard or other public ground or thoroughfare in the city without first obtaining a permit from the city. No person, other than a duly state-licensed house mover, shall be issued such a permit.

Sec. 23-45. Qualified Manufactured Homes

Manufactured homes to be located in the city shall be less than 5 years old at the date of application.

Secs. 23-46 - 23-48. - Reserved.

Section 4. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article III, Manufactured Home and Trailer Regulations, Division 2, Freestanding Manufactured Homes, Section 23-49 through 23-57; are hereby amended to read as follows:

Sec. 23-49. Prohibited except as allowed by zoning; exception.

Except as hereinafter provided, no freestanding manufactured home shall be permitted in the city unless it is actively being offered for sale as provided in section 23-51 of the Midwest City Code. Those freestanding manufactured homes which are now nonconforming uses under the provisions of the zoning regulations may continue as nonconforming uses; provided, that they shall not be stored in front yards or in side yards abutting a street on corner lots.

Sec. 23-50. Recreational vehicles prohibited; exception.

No freestanding recreational vehicle shall be permitted in the City unless it is being actively offered for sale or parked for storage; provided, however, that no recreational vehicle shall be stored in front yards or in side yards abutting a street on corner lots, and further, provided that no water, plumbing or permanent electrical connections shall be permitted. Temporary electrical connections shall not exceed seventy-two (72) hours.

Sec. 23-51. Sales and storage of manufactured homes and recreational vehicles restricted.

Except for manufactured homes or recreational vehicles within regular commercial manufactured home or recreational vehicle sales lots, each freestanding manufactured home or recreational vehicle offered for sale must be clearly marked as such, shall not be occupied for either living or sleeping purposes, and must be removed from the premises if not sold within one hundred twenty (120) days. Freestanding manufactured homes or recreational vehicles located within regular commercial manufactured home or recreational vehicle sales lots need be neither individually marked for sale nor removed within one hundred twenty (120) days if not sold. A property owner shall not store, nor permit to be stored, more than one manufactured home or recreational vehicle on a residential lot. Such property owner shall not actively offer for sale more than one manufactured home in any twelve-month period. Such manufactured home or recreational vehicle shall not be stored in any required front or side yard or public utility easement, nor shall such manufactured home or recreational vehicle project beyond the front of any building.

Secs. 23-52—23-57. Reserved.

Section 5. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article III, Manufactured Home and Trailer Regulations, Division 3, Nonresidential Manufactured Homes, Section 23-58 through 23-73; are hereby amended to read as follows:

Sec. 23-58. Reserved.

Sec. 23-59. Reserved.

Sec. 23-60. Reserved.

Sec. 23-61. Reserved.

Sec. 23-62. Contractors' trailers exempt from requirements.

Operation of non-residential trailers by contractors on construction projects for which building permits have been issued or which are otherwise approved by governmental units shall be permitted during the term of such construction project without issuance of a license otherwise required by this division.

Sec. 23-63 Reserved.

Secs. 23-64—23-73. - Reserved.

Section 6. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article IV, Manufactured Home and Trailer Park Regulations, Division 1, Generally, Section 23-74 through 23-100; are hereby amended to read as follows:

ARTICLE IV. MANUFACTURED HOME AND RECREATIONAL VEHICLE PARK REGULATIONS

Sec. 23-74. Applicability of article.

(a) *New parks.* All new parks planned for development, shall conform to the regulations and standards established in this article.

(b) *Existing parks.* Those parks already developed before May 14, 1968, shall not be governed by the regulations and standards established in this article, unless specifically stated herein; provided however, that no existing manufactured home or recreational vehicle park shall be permitted to expand or have placed a greater number of manufactured homes or recreational vehicles within its existing boundaries unless these additional units conform to all of the regulations and standards of this article; and provided further that any existing park shall not

be expanded beyond its existing boundaries unless the new area developed conforms to all the regulations and standards of this article.

Sec. 23-75. Types of parks.

There shall be three (3) types of parks:

(a) Manufactured home parks;

(b) Recreational vehicle parks; and

(c) Mixed manufactured home and recreational vehicle parks.

Sec. 23-76. Recreational Vehicles and manufactured homes restricted to parks designated for them.

(a) No recreational vehicle shall be located in a manufactured home park and used for occupancy, nor shall any manufactured home be located in a recreational vehicle park.

(b) Separate areas shall be reserved for manufactured homes and for recreational vehicles in a mixed park. No manufactured home shall be permitted in the recreational vehicle sector and no recreational vehicle shall be permitted in the manufactured home sector.

(c) Recreational vehicles are prohibited from remaining at the same recreational vehicle or mixed park for a period longer than thirty (30) days.

Sec. 23-77. Adequate drainage required.

All parks shall conform to Subdivision Regulations Chapter 38 and Chapter 13.

Sec. 23-78. Minimum area.

The minimum area of any park shall be five (5) acres.

Sec. 23-79. Density of manufactured homes or trailers per acre restricted.

Density shall conform to the Midwest City Zoning Regulations.

Sec. 23-80. Reserved

Sec. 23-81. Minimum width of spaces.

Spaces for manufactured homes and recreational vehicles shall be at least forty (40) feet wide.

Sec. 23-82. Distance from service road, rear lot line and other homes.

Manufactured homes and recreational vehicles will be parked in the proper spaces so that, at the nearest point, they shall be ten (10) feet from the service road, five (5) feet from the rear lot line and at least ten (10) feet from any other manufactured home or recreational vehicle.

Sec. 23-83. Distance of manufactured home or trailer from right-of-way.

It shall be unlawful to locate a manufactured home or recreational vehicle less than twenty-five (25) feet from any public street or highway right-of-ways or so that any part of such manufactured home or recreational vehicle will obstruct any roadway or walkway of such park.

Sec. 23-84. Driveway width.

All manufactured home spaces shall have a driveway that conforms with Chapter 37 Sec. 37-71.

Sec. 23-85. Parking spaces within parks.

In each new manufactured home park, at least two (2) clearly defined off-street hard surface parking spaces will be provided for each manufactured home space either on or adjacent to the space. In new recreational vehicle parks, at least one off-street hard surface parking space shall be provided for each manufactured home or trailer space either on or adjacent to the space.

Sec. 23-86. Installation Requirements.

All manufactured homes shall be installed in full compliance with all Federal and State requirements. All documentation needed to determine compliance shall be submitted to the city.

Sec. 23-87. Reserved.

Sec. 23-88. Screening required.

All manufactured home parks shall provide sight-proof screening where abutting single-family residential districts.

Sec. 23-89. Park responsible for keeping facilities clean.

The licensee or a duly authorized attendant or caretaker shall be responsible at all times to keep the manufactured home park, its facilities and equipment in a clean, orderly and sanitary condition. The attendant or caretaker shall be answerable, with the licensee, for the violation of any provision of this chapter to which the licensee is subject.

Sec. 23-90. Alterations or repairs to conform to regulations.

No changes shall be made to the Plumbing, HVAC, or Electrical System until a permit has been issued. No changes shall be made that would void the original manufacturer's certification. See Table in 9-42

Sec. 23-91. Skirting.

Skirting of mobile homes is permissible but areas enclosed by such skirting shall be uniform and maintained in good repair so as not to provide a harborage for rodents or create a fire hazard.

Sec. 23-92. Reserved.

Sec. 23-93. Dilapidated homes not to be kept in parks.

Dilapidated manufactured homes and recreational vehicles shall not be kept or stored in a manufactured home park or a recreational vehicle park. The inspection officer shall determine if a manufactured home or recreational vehicle is dilapidated to a point which makes the manufactured home or recreational vehicle unfit for human occupancy on either a temporary or permanent basis. Whenever such a determination is made, the manufactured home or recreational vehicle shall be vacated and removed from the premises.

Sec. 23-94. Stairways and Decks.

The requirement for the construction of stairways and decks shall comply with the requirements contained in Chapter 9

Sec. 23-95. Fire and safety rules and regulations to be posted.

All parks shall conspicuously post-fire and safety rules and regulations as follows:

Name of park _____

Fire Safety Rules and Regulations

(1) *Emergency facilities.*

The telephone number of the fire department is _____.

The telephone number of the police department is _____.

The telephone number of the mobile home park office is _____.

(2) *Fire-fighting equipment.*

It is recommended that each coach owner have UL-approved portable hand fire extinguishers mounted in easily accessible locations.

(3) *Procedure in case of fire.*

In case of fire in your trailer, tenants should do these things in the follow order:

(1) Get the occupants out of the trailer.

(2) Call the fire department and call the park management.

The important thing to do is to get the professional fire fighters at the fire. In case of fire in the area, tenants should call the fire department, use portable extinguishers on the fire and call park management.

(4) *Fire conditions.*

Tenants can aid manufactured home park management in keeping the area free from such conditions by notifying trailer park management when they recognize unsafe conditions.

Constant vigilance is necessary to maintain the premises free from fire at all times. Fire safety is everyone's job.

(5) *Rubbish.*

Tenants shall keep the area under and around their units free from an accumulation of rubbish, paper, leaves and brush.

(6) *Empty fuel containers.*

Tenants shall not place empty fuel containers under their units. These containers shall be left in place.

(7) *Home inspections.*

Through the facilities of your local fire department your home can be inspected by members of this department at designated times. If you would like to have a voluntary inspection of your unit, please notify the Fire Marshal Office.

(8) *Traffic regulations.*

Operators of vehicular equipment shall observe the posted traffic signs or signals. Keep fire lanes clear of any impediments to emergency services.

Secs. 23-96—23-100. Reserved.

Section 7. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article IV, Manufactured Home and Trailer Park Regulations, Division 2, Service Buildings, Section 23-101 through 23-109; are hereby amended to read as follows:

Sec. 23-101. Dependent Recreational Vehicle Park Requirements generally.

Service buildings shall:

(a) Be located not less than twenty-five (25) feet nor more than two hundred (200) feet from any recreational vehicle space;

(b) Be of permanent construction and adequately lighted;

(c) Be of moisture-resistant material to permit frequent washing and cleansing;

(d) Have adequate heating facilities to maintain a temperature of seventy (70) degrees Fahrenheit during cold weather and to supply adequately hot water during the time of peak demands; and

(e) Have all rooms well ventilated with all openings effectively screened.

Sec. 23-102. Maintenance.

All service buildings shall be maintained in a clean, sightly condition and kept free of any condition that will menace the health of any occupant or the public or constitute a menace.

Sec. 23-103. Minimum service building facilities.

(a) Each recreational vehicle park shall be provided with at least one service building adequately equipped with flush-type toilet fixtures and other sanitary facilities as required in this chapter. No service building shall contain less than one toilet for females, one toilet for males, one lavatory, and shower or bathtub for each sex and one laundry tray.

(b) All sanitary facilities required by sections 23-111 through 23-116 shall be located in service buildings.

Sec. 23-104. Reserved.

Secs. 23-105—23-109. Reserved.

Section 8. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article IV, Manufactured Home and Trailer Park Regulations, Division 3, Sanitary Facilities, Section 23-110 through 23-121; are hereby amended to read as follows:

Sec. 23-110. Minimum toilet facilities for dependent recreational vehicle parks.

Each park accommodating dependent recreational vehicles shall provide the following:

(a) Toilet facilities for males shall consist of not less than two (2) flush toilets and one urinal for the first six (6) dependent recreational vehicles or fraction thereof; and for dependent recreational vehicles in excess of six (6), not less than one additional flush toilet and one additional urinal for every ten (10) additional recreational vehicles or fractional number thereof.

(b) Toilet facilities for females shall consist of not less than two (2) flush toilets for the first six (6) dependent recreational vehicle spaces or any less number thereof, and for dependent recreational vehicle spaces in excess of six (6), not less than one additional flush toilet for every ten (10) additional recreational vehicle spaces or fractional number thereof.

(c) Each sex shall be provided with not less than one lavatory and one shower or bathtub with individual dressing accommodations for the first six (6) dependent recreational vehicle spaces or any less number thereof, and for recreational vehicle spaces in excess of six (6), not less than one additional lavatory and one additional shower or bathtub with individual dressing accommodations for every ten (10) additional dependent recreational vehicle spaces or fractional number thereof.

(d) Each toilet for females and each shower or bathtub with individual dressing accommodations for females shall be in a private compartment or stall.

(e) The toilet and other sanitation facilities for males and females shall either be separate buildings or shall be separated, if in the same building, by a soundproof wall.

Sec. 23-111. Wastes to be discharged into public sewer.

Wastes from showers, bathtubs, flush toilets, urinals, lavatories, slop sinks and laundries in service and other buildings within the park shall be discharged into a public sewer.

Sec. 23-112. Sewer connections to be provided for spaces; requirements.

Each manufactured home or independent recreational vehicle space shall be provided with at least a four-inch sewer connection at least two (2) inches above the surface of the ground. The sewer connection should be protected by a concrete collar at least four (4) inches thick and have a minimum outside diameter of twenty-four (24) inches. The sewer connection should be fitted with a standard ferrule and close nipple and provided with a screw cap. The connection between the manufactured home drain and the sewer must be watertight and self-draining. Manufactured homes with fixtures from which back siphonage may occur shall not be connected to the park's water system until the defect has been corrected.

Sec. 23-113. Connection to public sewer required.

Connection must be made to the public system. If public sewer is not available, it shall be extended to the park at no cost to the city.

Sec. 23-114. Private sewerage system requirements.

New private sewage systems for Manufactured Home, Recreational Vehicle, or Mixed Parks are not permitted within City boundaries.

Sec. 23-115. Reserved.

Sec. 23-116.Tenants to maintain connections.

Park licenses shall require tenants to maintain trailer and manufactured home connections to sewer and water systems in good condition and be responsible that there is no sewage or water leakage on the park premises.

Secs. 23-117—23-121. Reserved.

Section 9. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article IV, Manufactured Home and Trailer Park Regulations, Division 4, Water Supply, Section 23-122 through 23-142; are hereby amended to read as follows:

Sec. 23-122. Reserved.

Sec. 23-123. Connection to public supply required

Connection to public water supply shall be required. If public water is not available it shall be extended at no cost to the City. Private water sources are not permitted within City boundaries.

Sec. 23-124. Reserved.

Sec. 23-125. Reserved.

Sec. 23-126. Reserved.

Sec. 23-127. Hot water to be furnished.

An adequate supply of hot water shall be provided at all times in the service buildings.

Sec. 23-128. Reserved.

Sec. 23-129. Reserved.

Sec. 23-130. Reserved.

Sec. 23-131. Reserved.

Sec. 23-132. Connections to be constructed so as not to be damaged when parking trailers.

Individual water service connections which are provided for direct use by manufactured homes or recreational vehicles shall be of such construction that they will not be damaged by the parking of such manufactured homes or recreational vehicles.

Sec. 23-133. Enclosures for pumping equipment to have adequate drainage.

No well casing, pumps, pumping machinery or suction pipes shall be located in any pit, room or space extending below ground level, nor in any room or space aboveground which is walled in or otherwise enclosed unless such rooms, whether above or below ground, have free drainage by gravity to the surface. All floors shall be watertight and sloped from the pump pedestal to the drain, and floors shall extend at least two (2) feet from the well in all directions. The pedestal shall not be less than twelve (12) inches above the floor. This shall not be construed as prohibiting submersible pumps.

Sec. 23-134. Reserved.

Sec. 23-135. Same - Park system.

The park system shall be adequate to provide twenty (20) psi pressure at all manufactured home or recreational vehicle connections.

Sec. 23-136. Reserved.

Sec. 23-137. Reserved.

Secs. 23-138—23-142. Reserved.

Section 10. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article IV, Manufactured Home and Trailer Park Regulations, Division 5, Refuse Disposal, Section 23-143 through 23-153; are hereby amended to read as follows:

Sec. 23-143. Reserved.

Sec. 23-144. Reserved.

Sec. 23-145. Reserved.

Sec. 23-146. Collection and disposal requirements.

Sanitation services shall be provided by the City of Midwest City in accordance with Chapter 18 of the Midwest City Ordinance. New facilities shall construct enclosure(s) as required in the Midwest City municipal code Appendix A.

Sec. 23-147. Reserved.

Secs. 23-148—23-153. Reserved.

Section 11. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article IV, Manufactured Home and Trailer Park Regulations, Division 6, Insect and Rodent Control, Section 23-154 through 23-164; are hereby amended to read as follows:

Sec. 23-154. Reserved.

Sec. 23-155. Reserved.

Sec. 23-156. Reserved.

Sec. 23-157. Reserved.

Sec. 23-158. Reserved.

Secs. 23-159 - 23-164. Reserved.

Section 12. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article IV, Manufactured Home and Trailer Park Regulations, Division 7, Electricity and Lighting, Section 23-165 through 23-173; are hereby amended to read as follows:

Sec. 23-165. Outlet requirements.

An electrical outlet supplying at least one hundred (100) amperes shall be provided for each manufactured home or recreational vehicle space. The installation shall comply with all applicable state and local electrical codes and ordinances.

Sec. 23-166. Grounding required.

Each electrical outlet, extension line and plug receptacle shall be grounded and weatherproofed. All manufactured homes are to be grounded to meet the approval of the electrical inspector.

Sec. 23-167. Street lighting requirements.

Streets within parks shall be lighted with streetlights in accordance with Appendix A, Section 5.

Secs. 23-168—23-173- Reserved.

Section 13. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article IV, Manufactured Home and Trailer Park Regulations, Division 8, Fuel Storage, Section 23-174 through 23-182; are hereby amended to read as follows:

Sec. 23-174. Reserved.

Sec. 23-175. Reserved.

Sec. 23-176. Reserved.

Secs. 23-177 - 23-182. Reserved.

Section 14. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article IV, Manufactured Home and Trailer Park Regulations, Division 9, Registration, Section 23-183 through 23-191; are hereby amended to read as follows:

Sec. 23-183. Register required.

Each licensee shall keep a register containing a record of all manufactured home and recreational vehicle owners and occupants located within the park.

Sec. 23-184. Contents of register.

The register required by this division shall contain the following information:

(a) The name and address of the owner or occupant of each manufactured home or recreational vehicle;

(b) The make, model, year and license of each manufactured home and recreational vehicle;

(c) The state, territory or country issuing such license; and

(d) The date of arrival of each manufactured home or recreational vehicle.

Sec. 23-185. Inspection of register.

The park shall keep the register available for inspection at all times by law enforcement officers and inspection officers whose duties necessitate acquisition of the information contained in the register. The register record of each occupant registered shall not be destroyed for a period of one year following the date of departure of the registrant from the park.

Secs. 23-186—23-191. Reserved.

Section 15. That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article V, Manufactured Home Subdivisions, Section 23-192 through 23-198; are hereby amended to read as follows:

Sec. 23-192. Compliance with other standards required.

All manufactured home subdivisions shall comply with the subdivision regulations and zoning regulations of the city, except as otherwise provided.

Sec. 23-193. Minimum size.

The minimum size of a manufactured home subdivision shall be ten (10) acres.

Sec. 23-194. Residences limited to manufactured homes.

No residences except manufactured homes shall be permitted in a manufactured home subdivision.

Sec. 23-195. Lot requirements.

Lot requirements are governed by the Midwest City municipal code Appendix A.

Sec. 23-196. Reserved.

Sec. 23-197. Reserved.

Sec. 23-198. Screening required.

All manufactured home subdivisions shall provide sight-proof screening where abutting single-family residential areas.

Section 16. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 17. 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

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

_____

DONALD D. MAISCH, City Attorney

Community Development Department
100 N. Midwest Blvd, Midwest City, OK

To:	Honorable Mayor and Council
From:	Matt Summers, Community Development Director
Date:	August 26, 2025
Subject:	Discussion, consideration, and possible action on an ordinance amending Midwest City code, Chapter 31, Health Care Facilities; Article II, Hospitals and Ambulatory Surgical Care Facilities; Section 31-27, Hospitals; Section 31-28, Ambulatory Surgical Care Facilities; Section 31-29, Cardiac Catheterization Laboratories; Section 31-30, Diagnostic Imaging Center; and providing for repealer and severability.

This ordinance proposes to clarify the permitting process for the four (4) medical facility types described in Chapter 31. It proposes for the Community Development Department to process these applications.

This ordinance also proposes to simplify the fee associated with the permit applications. The proposed application fee would be a flat $1,000, which is the current minimum fee for these permit applications. The current fee structure in Chapter 31 is one-percent (1%) of the capital project cost, with a minimum of $1,000 and a maximum of $75,000. Chapter 31 also specifies that the applicant is to be reimbursed any excess fees collected over the costs incurred by the city in processing the application over $1,000.

The Ordinance Oversight Council Committee unanimously recommended approval of this amendment at their July 14th meeting. Action is at the discretion of the City Council.

Matt Summers, AICP
Director of Community Development

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 31, HEALTH CARE FACILITIES; ARTICLE II, HOSPITALS AND AMBULATORY SURGICAL CARE FACILITIES; SECTION 31-27, HOSPITALS; SECTION 31-28 AMBULATORY SURGICAL CARE FACILITIES; SECTION 31-29, CARDIAC CATHETERIZATION LABORATORIES; SECTION 31-30, DIAGNOSTIC IMAGING CENTER ; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 31, Health Care Facilities, Article II, Hospitals and Ambulatory Surgical Care Facilities, Section 31-27, Hospitals; are hereby amended to read as follows:

Section 31-27. Hospitals

(a) No new hospital shall be developed, either through construction or conversion of existing space, in the city unless a permit has been issued by the city ~~clerk~~.

(b) Before developing a facility for use as a newly licensed hospital, the person proposing to operate the hospital shall apply to the city ~~clerk~~ for a permit for the facility in addition to any other required approvals. The application for a permit shall be in such form as the ~~city clerk~~ Community Development Director shall prescribe and shall include a demonstration of the hospital's probable impact on existing hospital and surgical services in the city, including permitted facilities not yet completed.

(c) The application for a permit shall be accompanied by ~~a filing fee equal to one (1) percent of the capital cost of the proposed hospital, with a minimum fee of one thousand dollars ($1,000.00) and a maximum fee chargeable hereunder of seventy-five thousand dollars ($75,000.00). It is intended that the fee charged herein shall be used to cover the costs of the application evaluation. Any excess of fees collected over costs incurred over one thousand dollars ($1,000.00) but less than seventy-five thousand dollars ($75,000.00) shall be refunded to the applicant.~~ an application fee of one thousand dollars ($1,000.00).

(d) Within thirty (30) days after receiving a completed application for a permit, the city ~~clerk~~ shall cause a paid public notice to be published in a newspaper of general circulation in the area where the hospital is to be located and in a newspaper of general circulation in the area where the application is available for inspection. The notice shall include the name and proposed location of the facility, a brief description of the proposal, information on where the original application can be viewed, and an explanation of how parties may file materials to be considered along with the application.

(e) Any person may submit written evidence and argument regarding the proposed hospital to the ~~city clerk~~ Community Development Department to be reviewed by city staff. Written materials shall be submitted to the ~~city clerk~~ Community Development Department within thirty ~~(3)~~ (30) days after publication of the paid notice. The applicant shall have forty-five (45) days after publication of the paid notice to respond in writing to materials timely filed by other persons.

(f) No permit to establish a hospital shall be issued by the ~~city clerk~~ Community Development Department unless, after reviewing the application and timely filed written materials and responses, the city council makes the following findings;

(1) The proposed hospital will contribute to the orderly development of hospital and surgical services in the city;

(2) The proposed hospital will not cause ~~an~~ undue financial or staffing hardship on any existing provider of essential hospital or surgical services in the city, including permitted facilities not yet completed; and

(3) The proposed hospital can be adequately served by the city's existing utility systems and/or infrastructure.

(g) The ~~city clerk~~ Community Development Department shall schedule the application for a permit for consideration by the city council within one hundred twenty (120) days after publication of the paid notice. A permit shall be effective for thirty-six (36) months from the date of issue, during which time an applicant shall start construction or conversion work on the hospital. If construction or conversion work is not started within the time required by this section, the permit shall be null and void.

(h) The city staff may establish standards for review and approval of detailed building plans and specifications that are in addition to the requirements for a permit under this section.

Section 2. That the Midwest City Municipal Code, Chapter 31, Health Care Facilities, Article II, Hospitals and Ambulatory Surgical Care Facilities, Section 31-28, Ambulatory surgical care facilities; are hereby amended to read as follows:

Section 31-28. Ambulatory surgical care facilities.

(a) No new ambulatory surgical care facility shall be developed, either through construction or conversion of existing space, in the city unless a permit has been issued by the ~~city clerk~~ Community Development Department.

(b) Before developing a facility for use as a newly licensed ambulatory surgical care facility, the person proposing to operate the ambulatory surgical care facility shall apply to the city ~~clerk~~ for a permit for the facility in addition to any other required approvals. The application for a permit shall be in such form as the ~~city clerk~~ Community Development Director shall prescribe and shall include a demonstration of the ambulatory surgical care facility's probable impact on existing surgical services in the city, including permitted facilities not yet completed.

(c) The application for a permit shall be accompanied by ~~a filing fee equal to one (1) percent of the capital cost of the proposed ambulatory surgical care facility, with a minimum fee of one thousand dollars ($1,000.00) and a maximum fee chargeable hereunder of seventy-five thousand dollars ($75,000.00). It is intended that the fee charged herein shall be used to cover the costs of the application evaluation. Any excess of fees collected over costs incurred over one thousand dollars ($1,000.00) but less than seventy-five thousand dollars ($75,000.00) shall be refunded to the applicant.~~ an application fee of one thousand dollars ($1,000.00).

(d) Within thirty (30) days after receiving a completed application for a permit, the city ~~clerk~~ shall cause a paid public notice to be published in a newspaper of general circulation in the area where the ambulatory surgical care facility is to be located and in a newspaper of general circulation in the area where the application is available for inspection. The notice shall include the name and proposed location of the facility, a brief description of the proposal, information on where the original application can be viewed, and an explanation of how parties may file materials to be considered along with the application.

(e) Any person may submit written evidence and argument regarding the proposed ambulatory surgical care facility to the ~~city clerk~~ Community Development Department to be reviewed by city staff. Written materials shall be submitted to the ~~city clerk~~ Community Development Department within thirty (30) days after publication of the paid notice. The applicant shall have forty-five (45) days after publication of the paid notice to respond in writing to materials timely filed by other persons.

(f) No permit to establish ~~a~~ an ambulatory surgical care facility shall be issued by the ~~city clerk~~ Community Development Department unless, after reviewing the application and timely filed written materials and responses, the city council makes the following findings;

(1) The proposed ambulatory surgical care facility will contribute to the orderly development of surgical services in the city;

(2) The proposed ambulatory surgical care facility will not cause an undue financial or staffing hardship on any existing provider of essential surgical services in the city, including permitted facilities not yet completed; and

(3) The proposed ambulatory surgical care facility can be adequately served by the city's existing utility systems and/or infrastructure.

(g) The ~~city clerk~~ Community Development Department shall schedule the application for a permit for consideration by the city council within one hundred twenty (120) days after publication of the paid notice. A permit shall be effective for thirty-six (36) months from the date of issue, during which time an applicant shall start construction or conversion work on the ambulatory surgical care facility. If construction or conversion work is not started within the time required by this section, the permit shall be null and void.

(h) The city staff may establish standards for review and approval of detailed building plans and specifications that are in addition to the requirements for a permit under this section.

Section 3. That the Midwest City Municipal Code, Chapter 31, Health Care Facilities, Article II, Hospitals and Ambulatory Surgical Care Facilities, Section 31-29, Cardiac catheterization laboratories; are hereby amended to read as follows:

Section 31-29. Cardiac catheterization laboratories.

(a) No new cardiac catheterization laboratories shall be developed, either through construction or conversion of existing space, in the city unless a permit has been issued by the ~~city clerk.~~ Community Development Department.

(b) Before developing a facility for use as a newly licensed cardiac catheterization laboratory, the person proposing to operate the facility shall apply to the city ~~clerk~~ for a permit for the facility in addition to any other required approvals. The application for a permit shall be in such form as the ~~city clerk~~ Community Development Director shall ~~prescribed~~ prescribe and shall include a demonstration of the facility's probable impact on existing cardiac catheterization laboratories in the city, including permitted facilities not yet completed.

(c) The application for a permit shall be accompanied by ~~a filing fee equal to one (1) percent of the capital cost of the proposed facility, with a minimum fee of one thousand dollars ($1,000.00) and a maximum fee chargeable hereunder of seventy-five thousand dollars ($75,000.00). It is intended that the fee charged herein shall be used to cover the costs of the application evaluation. Any excess of fees collected over costs incurred over one thousand dollars ($1,000.00) but less than seventy-five thousand dollars ($75,000.00) shall be refunded to the applicant.~~ an application fee of one thousand dollars ($1,000.00).

(d) Within thirty (30) days after receiving a completed application for a permit, the city ~~clerk~~ shall cause a paid public notice to be published in a newspaper of general circulation in the area where the cardiac catheterization laboratory is to be located and in a newspaper of general circulation in the area where the application is available for inspection. The notice shall include the name and proposed location of the facility, a brief description of the proposal, information on where the original application can be viewed, and an explanation of how parties may file materials to be considered along with the application.

(e) Any person may submit written evidence and argument regarding the proposed cardiac catheterization laboratory to the ~~city clerk~~ Community Development Department to be reviewed by city staff. Written materials shall be submitted to the ~~city clerk~~ Community Development Department within thirty (30) days after publication of the paid notice. The applicant shall have forty-five (45) days after publication of the paid notice to respond in writing to materials timely filed by other persons.

(f) No permit to establish a cardiac catheterization laboratory shall be issued by the ~~city clerk~~ Community Development Department unless, after reviewing the application and timely filed written materials and responses, the city council makes the following findings;

(1) The proposed cardiac catheterization laboratory will contribute to the orderly development of surgical services in the city;

(2) The proposed cardiac catheterization laboratory will not cause an undue financial or staffing hardship on any existing provider of essential medical services in the city, including permitted facilities not yet completed; and

(3) The proposed cardiac catheterization laboratory can be adequately served by the city's existing utility systems and/or infrastructure.

(g) The ~~city clerk~~ Community Development Department shall schedule the application for a permit for consideration by the city council within one hundred twenty (120) days after publication of the paid notice. A permit shall be effective for thirty-six (36) months from the date of issue, during which time an applicant shall start construction or conversion work on the facility. If construction or conversion work is not started within the time required by this section, the permit shall be null and void.

(h) The city staff may establish standards for review and approval of detailed building plans and specifications that are in addition to the requirements for a permit under this section.

Section 4. That the Midwest City Municipal Code, Chapter 31, Health Care Facilities, Article II, Hospitals and Ambulatory Surgical Care Facilities, Section 31-30, Diagnostic imaging center; are hereby amended to read as follows:

Sec. 31-30. Diagnostic imaging center.

(a) No new diagnostic imaging center shall be developed, either through construction or conversion of existing space, in the city unless a permit has been issued by the ~~city clerk.~~ Community Development Department.

(b) Before developing a facility for use as a newly licensed diagnostic imaging center, the person proposing to operate the facility shall apply to the ~~city clerk~~ Community Development Department for a permit for the facility in addition to any other required approvals. The application for a permit shall be in such form as the ~~city clerk~~ Community Development Director shall ~~prescribed~~ prescribe and shall include a demonstration of the facility's probable impact on existing diagnostic imaging centers in the city, including permitted facilities not yet completed.

(c) The application for a permit shall be accompanied by ~~a filing fee equal to one (1) percent of the capital cost of the proposed facility, with a minimum fee of one thousand dollars ($1,000.00) and a maximum fee chargeable hereunder of seventy-five thousand dollars ($75,000.00). It is intended that the fee charged herein shall be used to cover the costs of the application evaluation. Any excess of fees collected over costs incurred over one thousand dollars ($1,000.00) but less than seventy-five thousand dollars ($75,000.00) shall be refunded to the applicant.~~ an application fee of one thousand dollars ($1,000.00).

(d) Within thirty (30) days after receiving a completed application for a permit, the city ~~clerk~~ shall cause a paid public notice to be published in a newspaper of general circulation in the area where the diagnostic imaging center is to be located and in a newspaper of general circulation in the area where the application is available for inspection. The notice shall include the name and proposed location of the facility, a brief description of

the proposal, information on where the original application can be viewed, and an explanation of how parties may file materials to be considered along with the application.

(e) Any person may submit written evidence and argument regarding the proposed diagnostic imaging center to the ~~city~~ ~~clerk~~ Community Development Department to be reviewed by city staff. Written materials shall be submitted to the ~~city~~ ~~clerk~~ Community Development Department within thirty (30) days after publication of the paid notice. The applicant shall have forty-five (45) days after publication of the paid notice to respond in writing to materials timely filed by other persons.

(f) No permit to establish a diagnostic imaging center shall be issued by the ~~city~~ ~~clerk~~ Community Development Department unless, after reviewing the application and timely filed written materials and responses, the city council makes the following findings;

(1) The proposed diagnostic imaging center will contribute to the orderly development of medical services in the city;

(2) The proposed diagnostic imaging center will not cause an undue financial or staffing hardship on any existing provider of essential medical services in the city, including permitted facilities not yet completed; and

(3) The proposed diagnostic imaging center can be adequately served by the city's existing utility systems and/or infrastructure.

(g) The ~~city~~ ~~clerk~~ Community Development Department shall schedule the application for a permit for consideration by the city council within one hundred twenty (120) days after publication of the paid notice. A permit shall be effective for thirty-six (36) months from the date of issue, during which time an applicant shall start construction or conversion work on the facility. If construction or conversion work is not started within the time required by this section, the permit shall be null and void.

(h) The city staff may establish standards for review and approval of detailed building plans and specifications that are in addition to the requirements for a permit under this section.

Section 5. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. 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

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

_____

DONALD D. MAISCH, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 31, HEALTH CARE FACILITIES; ARTICLE II, HOSPITALS AND AMBULATORY SURGICAL CARE FACILITIES; SECTION 31-27, HOSPITALS; SECTION 31-28 AMBULATORY SURGICAL CARE FACILITIES; SECTION 31-29, CARDIAC CATHETERIZATION LABORATORIES; SECTION 31-30, DIAGNOSTIC IMAGING CENTER ; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 31, Health Care Facilities, Article II, Hospitals and Ambulatory Surgical Care Facilities, Section 31-27, Hospitals; are hereby amended to read as follows:

Section 31-27. Hospitals

(a) No new hospital shall be developed, either through construction or conversion of existing space, in the city unless a permit has been issued by the city.

(b) Before developing a facility for use as a newly licensed hospital, the person proposing to operate the hospital shall apply to the city for a permit for the facility in addition to any other required approvals. The application for a permit shall be in such form as the Community Development Director shall prescribe and shall include a demonstration of the hospital's probable impact on existing hospital and surgical services in the city, including permitted facilities not yet completed.

(c) The application for a permit shall be accompanied by an application fee of one thousand dollars ($1,000.00).

(d) Within thirty (30) days after receiving a completed application for a permit, the city shall cause a paid public notice to be published in a newspaper of general circulation in the area where the hospital is to be located and in a newspaper of general circulation in the area where the application is available for inspection. The notice shall include the name and proposed location of the facility, a brief description of the proposal, information on where the original application can be viewed, and an explanation of how parties may file materials to be considered along with the application.

(e) Any person may submit written evidence and argument regarding the proposed hospital to the Community Development Department to be reviewed by city staff. Written materials shall be submitted to the Community Development Department within thirty (30) days after publication of the paid notice. The applicant shall have forty-five (45) days after publication of the paid notice to respond in writing to materials timely filed by other persons.

(f) No permit to establish a hospital shall be issued by the Community Development Department unless, after reviewing the application and timely filed written materials and responses, the city council makes the following findings;

(1) The proposed hospital will contribute to the orderly development of hospital and surgical services in the city;

(2) The proposed hospital will not cause undue financial or staffing hardship on any existing provider of essential hospital or surgical services in the city, including permitted facilities not yet completed; and

(3) The proposed hospital can be adequately served by the city's existing utility systems and/or infrastructure.

(g) The Community Development Department shall schedule the application for a permit for consideration by the city council within one hundred twenty (120) days after publication of the paid notice. A permit shall be effective for thirty-six (36) months from the date of issue, during which time an applicant shall start construction or conversion work on the hospital. If construction or conversion work is not started within the time required by this section, the permit shall be null and void.

(h) The city staff may establish standards for review and approval of detailed building plans and specifications that are in addition to the requirements for a permit under this section.

Section 2. That the Midwest City Municipal Code, Chapter 31, Health Care Facilities, Article II, Hospitals and Ambulatory Surgical Care Facilities, Section 31-28, Ambulatory surgical care facilities; are hereby amended to read as follows:

Section 31-28. Ambulatory surgical care facilities.

(a) No new ambulatory surgical care facility shall be developed, either through construction or conversion of existing space, in the city unless a permit has been issued by the Community Development Department.

(b) Before developing a facility for use as a newly licensed ambulatory surgical care facility, the person proposing to operate the ambulatory surgical care facility shall apply to the city for a permit for the facility in addition to any other required approvals. The application for a permit shall be in such form as the Community Development Director shall prescribe and shall include a demonstration of the ambulatory surgical care facility's probable impact on existing surgical services in the city, including permitted facilities not yet completed.

(c) The application for a permit shall be accompanied by an application fee of one thousand dollars ($1,000.00).

(d) Within thirty (30) days after receiving a completed application for a permit, the city shall cause a paid public notice to be published in a newspaper of general circulation in the area where the ambulatory surgical care facility is to be located and in a newspaper of general circulation in the area where the application is available for inspection. The notice shall include the name and proposed location of the facility, a brief description of

the proposal, information on where the original application can be viewed, and an explanation of how parties may file materials to be considered along with the application.

(e) Any person may submit written evidence and argument regarding the proposed ambulatory surgical care facility to the Community Development Department to be reviewed by city staff. Written materials shall be submitted to the Community Development Department within thirty (30) days after publication of the paid notice. The applicant shall have forty-five (45) days after publication of the paid notice to respond in writing to materials timely filed by other persons.

(f) No permit to establish an ambulatory surgical care facility shall be issued by the Community Development Department unless, after reviewing the application and timely filed written materials and responses, the city council makes the following findings;

(1) The proposed ambulatory surgical care facility will contribute to the orderly development of surgical services in the city;

(2) The proposed ambulatory surgical care facility will not cause an undue financial or staffing hardship on any existing provider of essential surgical services in the city, including permitted facilities not yet completed; and

(3) The proposed ambulatory surgical care facility can be adequately served by the city's existing utility systems and/or infrastructure.

(g) The Community Development Department shall schedule the application for a permit for consideration by the city council within one hundred twenty (120) days after publication of the paid notice. A permit shall be effective for thirty-six (36) months from the date of issue, during which time an applicant shall start construction or conversion work on the ambulatory surgical care facility. If construction or conversion work is not started within the time required by this section, the permit shall be null and void.

(h) The city staff may establish standards for review and approval of detailed building plans and specifications that are in addition to the requirements for a permit under this section.

Section 3. That the Midwest City Municipal Code, Chapter 31, Health Care Facilities, Article II, Hospitals and Ambulatory Surgical Care Facilities, Section 31-29, Cardiac catheterization laboratories; are hereby amended to read as follows:

Section 31-29. Cardiac catheterization laboratories.

(a) No new cardiac catheterization laboratories shall be developed, either through construction or conversion of existing space, in the city unless a permit has been issued by the Community Development Department.

(b) Before developing a facility for use as a newly licensed cardiac catheterization laboratory, the person proposing to operate the facility shall apply to the city for a permit for the facility in addition to any other required approvals. The application for a permit shall be in such form as the Community Development Director shall prescribe and shall include a demonstration of the facility's probable impact on existing cardiac catheterization laboratories in the city, including permitted facilities not yet completed.

(c) The application for a permit shall be accompanied by an application fee of one thousand dollars ($1,000.00).

(d) Within thirty (30) days after receiving a completed application for a permit, the city shall cause a paid public notice to be published in a newspaper of general circulation in the area where the cardiac catheterization laboratory is to be located and in a newspaper of general circulation in the area where the application is available for inspection. The notice shall include the name and proposed location of the facility, a brief description of the proposal, information on where the original application can be viewed, and an explanation of how parties may file materials to be considered along with the application.

(e) Any person may submit written evidence and argument regarding the proposed cardiac catheterization laboratory to the Community Development Department to be reviewed by city staff. Written materials shall be submitted to the Community Development Department within thirty (30) days after publication of the paid notice. The applicant shall have forty-five (45) days after publication of the paid notice to respond in writing to materials timely filed by other persons.

(f) No permit to establish a cardiac catheterization laboratory shall be issued by the Community Development Department unless, after reviewing the application and timely filed written materials and responses, the city council makes the following findings;

(1) The proposed cardiac catheterization laboratory will contribute to the orderly development of surgical services in the city;

(2) The proposed cardiac catheterization laboratory will not cause an undue financial or staffing hardship on any existing provider of essential medical services in the city, including permitted facilities not yet completed; and

(3) The proposed cardiac catheterization laboratory can be adequately served by the city's existing utility systems and/or infrastructure.

(g) The Community Development Department shall schedule the application for a permit for consideration by the city council within one hundred twenty (120) days after publication of the paid notice. A permit shall be effective for thirty-six (36) months from the date of issue, during which time an applicant shall start construction or conversion work on the facility. If construction or conversion work is not started within the time required by this section, the permit shall be null and void.

(h) The city staff may establish standards for review and approval of detailed building plans and specifications that are in addition to the requirements for a permit under this section.

Section 4. That the Midwest City Municipal Code, Chapter 31, Health Care Facilities, Article II, Hospitals and Ambulatory Surgical Care Facilities, Section 31-30, Diagnostic imaging center; are hereby amended to read as follows:

Sec. 31-30. Diagnostic imaging center.

(a) No new diagnostic imaging center shall be developed, either through construction or conversion of existing space, in the city unless a permit has been issued by the Community Development Department.

(b) Before developing a facility for use as a newly licensed diagnostic imaging center, the person proposing to operate the facility shall apply to the Community Development Department for a permit for the facility in addition to any other required approvals. The application for a permit shall be in such form as the Community Development Director shall prescribe and shall include a demonstration of the facility's probable impact on existing diagnostic imaging centers in the city, including permitted facilities not yet completed.

(c) The application for a permit shall be accompanied by an application fee of one thousand dollars ($1,000.00).

(d) Within thirty (30) days after receiving a completed application for a permit, the city shall cause a paid public notice to be published in a newspaper of general circulation in the area where the diagnostic imaging center is to be located and in a newspaper of general circulation in the area where the application is available for inspection. The notice shall include the name and proposed location of the facility, a brief description of the proposal, information on where the original application can be viewed, and an explanation of how parties may file materials to be considered along with the application.

(e) Any person may submit written evidence and argument regarding the proposed diagnostic imaging center to the Community Development Department to be reviewed by city staff. Written materials shall be submitted to the Community Development Department within thirty (30) days after publication of the paid notice. The applicant shall have forty-five (45) days after publication of the paid notice to respond in writing to materials timely filed by other persons.

(f) No permit to establish a diagnostic imaging center shall be issued by the Community Development Department unless, after reviewing the application and timely filed written materials and responses, the city council makes the following findings;

(1) The proposed diagnostic imaging center will contribute to the orderly development of medical services in the city;

(2) The proposed diagnostic imaging center will not cause an undue financial or staffing hardship on any existing provider of essential medical services in the city, including permitted facilities not yet completed; and

(3) The proposed diagnostic imaging center can be adequately served by the city's existing utility systems and/or infrastructure.

(g) The Community Development Department shall schedule the application for a permit for consideration by the city council within one hundred twenty (120) days after publication of the paid notice. A permit shall be effective for thirty-six (36) months from the date of issue, during which time an applicant shall start construction or conversion work on the facility. If construction or conversion work is not started within the time required by this section, the permit shall be null and void.

(h) The city staff may establish standards for review and approval of detailed building plans and specifications that are in addition to the requirements for a permit under this section.

Section 5. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. 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

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

_____

DONALD D. MAISCH, City Attorney

City Attorney, Donald D. Maisch
100 N. Midwest Boulevard
Midwest City, OK 73110
DMaisch@midwestcityok.org
Office: 405.739.1203
www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Don Maisch
City Attorney

RE: Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors; Article IV, Garage Sales, Yard Sales, Etc.; Section 32-76, Exemption; providing for a repealer, and severability. (D. Maisch – City Attorney).

Date: August 26, 2025

The proposed amendments to Chapter 32 Peddlers and Solicitors; Article IV, Garage Sales, Yard Sales, Etc.; Section 32-76, Exemption are to establish the first full weekend in June each year as the official date of the Citywide Garage Sale. The revisions include a grant to the City Manager to re-schedule the Citywide Garage Sale on a year-by-year basis due to "unforeseen circumstances" which is defined in the ordinance.

The OOCC recommended this proposed amendment for approval by the City Council.

Respectfully submitted,

Donald D. Maisch
City Attorney

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 32 PEDDLERS AND SOLICITORS; ARTICLE IV, GARAGE SALES, YARD SALES, ETC., SECTION 32-76, EXEMPTION; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors; Article IV, Garage Sales, Yard Sales, Etc.; Section 32-76, Exemption; is hereby amended to read as follows:

Section 32-76, Exemption.

The provisions of this article shall not apply to or affect the following:

(1) Persons acting pursuant to a court of competent jurisdiction.

(2) Auctions—See section 32-96 et seq. of this Code.

(3) Charitable organizations or persons. When all gross sales from the sale are used directly for charitable purposes and the goods or article are not sold on a consignment basis.

(4) City-wide garage sale. For the purpose of this section, the term "city-wide garage sale" shall mean a garage sale that is scheduled ~~by the city manager or designee~~ for the first full weekend (Thursday, Friday, Saturday and Sunday) in June each year, that is promoted by the city, ~~is set for one (1) weekend (said weekend shall include a Friday, Saturday and Sunday) in a given calendar year,~~ and may be used in conjunction with other city promotions. Any person wishing to participate in any city-wide garage sale, shall register with the city, so a city-wide map of all participating garage sales may be developed and comply with any additional rules or requirements as established by the city manager or designee. The City Manager may re-schedule the City-wide garage sale on a year-by-year basis if any unforeseen circumstances arise, which may include, but not be limited to: inclement weather issues, acts of god, the scheduling of major City events in conflict with the City-wide garage sale dates.

Section 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. 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

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

_____

DONALD D. MAISCH, City Attorney

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 32 PEDDLERS AND SOLICITORS; ARTICLE IV, GARAGE SALES, YARD SALES, ETC., SECTION 32-76, EXEMPTION; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors; Article IV, Garage Sales, Yard Sales, Etc.; Section 32-76, Exemption; is hereby amended to read as follows:

Section 32-76, Exemption.

The provisions of this article shall not apply to or affect the following:

(1) Persons acting pursuant to a court of competent jurisdiction.

(2) Auctions—See section 32-96 et seq. of this Code.

(3) Charitable organizations or persons. When all gross sales from the sale are used directly for charitable purposes and the goods or article are not sold on a consignment basis.

(4) City-wide garage sale. For the purpose of this section, the term "city-wide garage sale" shall mean a garage sale that is scheduled for the first full weekend (Thursday, Friday, Saturday and Sunday) in June each year, that is promoted by the city and may be used in conjunction with other city promotions. Any person wishing to participate in any city-wide garage sale, shall register with the city, so a city-wide map of all participating garage sales may be developed and comply with any additional rules or requirements as established by the city manager or designee. The City Manager may re-schedule the City-wide garage sale on a year-by-year basis if any unforeseen circumstances arise, which may include, but not be limited to: inclement weather issues, acts of god, the scheduling of major City events in conflict with the City-wide garage sale dates.

Section 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. 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

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

_____

DONALD D. MAISCH, City Attorney

MIDWEST CITY
Where the Spirit Flies High
www.midwestcityok.org

Public Works Administration
R. Paul Streets, Director
pstreets@midwestcityok.org
Carrie J. Evenson, Assistant Director
cevenson@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
Office: 405-739-1066

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: August 26, 2025

Subject: Discussion, consideration, and possible action of adopting the annual water meter schedule of fees review as allowed per Midwest City Municipal Code, Chapter 43 Water, Sewer, Sewage Disposal and Stormwater Quality, Article II, Water, Section 18 Installation fees; meter installation, etc.

Section 43-18 – Installation fees; meter installation, etc.

(a) The fees for installation of water service and meter shall be as determined on a schedule of fees provided by the public works director or designee prior to July 1st of each calendar year or, as the cost of materials and labor increase or decrease, the schedule shall be revised to reflect the increases or decreases in cost as necessary, after approval by the council. Fees for connection to the water system and installation or purchase of a water meter shall be paid at the time the building permit is issued. All meters shall be furnished and installed by the city.

The table below shows the annual adjustment, which includes the actual cost Line Maintenance pays for water meters that are purchased for new construction projects prior to installation. The proposed schedule of fees reflects an increase of water meter pricing to begin August 27, 2025. Line Maintenance shall provide costs for water meters, eight (8) inch diameter or larger, to Community Development when needed for permit applicants. *Important to note, the increase is related to the actual cost of the meters borne by Line Maintenance and will not generate any revenue.*

Size	2024-2025	2025-2026
5/8 X 3/4”	$ 756	$ 811
1”	$ 506	$ 536
1 ½”	$ 791	$ 876
2”	$ 1286	$ 1326
3”	$ 1576	$ 1916
4”	$ 2786	$ 3091
6”	$ 4706	$ 5226
8” and larger	TBD *(Supplier quote + Foreman delivery and inspection)*	**TBD** *(Supplier quote + Foreman delivery and inspection)*

Respectfully,

R. Paul Streets

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: August 26, 2025

SUBJECT: Discussion, consideration, and possible action to approve an ordinance amending the Midwest City Municipal Code, Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article III, Sewers and Sewage Disposal; Division 8, Usage Rates and Charges, Section 43-224, Sewer User Charge; and providing for repealer and severability.

Currently, staff sends out approximately 400 letters annually with around 350 households responding. Within the responses given, there are approximately 50 accounts that must be updated and another 50 accounts that must be set to the maximum amount due to no response. Due to staff timing and postage, it would be more conducive to stop the annual certification and just require the number of people in the household to be established when accounts are originally established.

The Midwest City Ordinance Review Committee recommended approval to submit to the City Council meeting.

Sara Hancock

Sara Hancock, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 43, WATER, SEWER, SEWAGE DISPOSAL AND STORMWATER QUALITY; ARTICLE III, SEWERS AND SEWAGE DISPOSAL; DIVISION 8, USAGE RATES AND CHARGES, SECTION 43-224, SEWER USER CHARGE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article III, Division 8, Section 43-224, Sewer user charge; is hereby placed into reserve:

Sec. 43-224. Sewer user charge.

(a) For the purpose of providing funds for the operation and maintenance of the sanitary sewerage system of the city and for other related purposes, there is hereby fixed and established sewer system user charges for the use of the sanitary sewerage system to be levied against each respective user thereof within the city as follows:

Beginning September 1, 2024, sewer user charge (minimum) shall be twenty dollars and forty-three cents ($20.43) per month.

Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in section 43-227.

(1) A minimum sewer user charge shall apply for wastewater discharges up to two thousand (2,000) gallons per month.

(2) For users discharging more than two thousand (2,000) gallons of wastewater per month to the sanitary sewer system, each additional one thousand (1,000) gallons, or portion thereof, shall be charged at a rate of three dollars and seventy-two cents ($3.72) per one thousand (1,000) gallons.

(3) The user's monthly wastewater contribution shall be estimated from the average of the user's monthly water billed during the months of December, January, February and March, as the water is measured by a water meter or meters of a type approved by the city, or as the wastewater contribution is otherwise currently established.

(4) The estimated monthly wastewater contribution from a user shall prevail for a twelve-month period, until a new estimated monthly wastewater contribution is obtained.

(5) Beginning September 1, 2024, for industrial and commercial users, the minimum monthly wastewater contribution shall be twenty-two dollars and eighty-one cents

($22.81). For users discharging more than two thousand (2,000) gallons of wastewater per month to the sanitary sewer system, each additional one thousand (1,000) gallons, or portion thereof, shall be charged as shown in subsection 43-224(a)(2) above times the actual water used.

Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in section 43-227.

(6) In the event a lot, parcel of land, premises, or facility discharging sewage, industrial waste, water or other liquids, either directly or indirectly into the city's sewer system, or which ultimately enters the sewerage system, is supplied, either in whole or in part, with water from wells or any source other than the city's utilities department, then such wells or other source of supply shall be registered with the city's utilities department on or before June 10, 1986, and if the water from said wells or other supply isn't measured by a water meter, the owner or occupant shall, or the city may at the city's option and at the city's cost, install and maintain a meter on said supplies in such a location and in such a manner as is satisfactory to the city's utilities department. These meters shall serve as a basis for the establishment of the sewer user charge and shall be read monthly or bi-monthly by the city. If, in the opinion of the city, the installation of a meter would be impractical, residential water consumption will be determined by the number in the family for the sewer charge for that household, per the table in subsection 43-224(a)(10). The number of residents of the household will be certified ~~annually~~ upon setting up the utility account. Failure to certify will result in billing at the maximum rate ~~for the next fiscal year.~~ Multifamily dwellings and mobile home parks will be determined by the total number of occupants divided by the number of units or occupied pad to find the average occupancy. This figure will be rounded to the nearest whole number. The sewer rate per unit will be based on the table in subsection 43-224(a)(10). ~~The number of residents of the household will be certified annually. Failure to certify will result in billing at the maximum rate for the next fiscal year.~~ A commercial business which has no means of measuring water consumption will be placed in a class of like businesses whose water consumption was averaged to determine a rate class. Each rate class was determined by a random selection with their water consumption averaged and rounded off to the nearest whole number and multiplied by the present sewer rate per one thousand (1,000) gallons usage. Class rates are as follows:

Beginning September 1, 2024:

Class	Monthly Rate	Consumption (000's)	Avg. (in 000's)
a.	$725.60	Over 125	189
b.	$257.07	51—125	63
c.	$78.59	11—50	15
d.	$60.00	Minimum	10

Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in section 43-227.

Any other type of sewer user who does not fall within the definitions above will be billed in the same manner as a commercial business.

(7) Beginning September 1, 2024, multifamily complexes that contain three (3) or more units, including apartments, shall be charged twenty dollars and forty-three cents ($20.43) unit per month, plus three dollars and seventy-two cents ($3.72) per one thousand (1,000) gallons based on actual usage each month unless the use of outside water or product water can be determined by the superintendent, whether such unit is occupied or vacant.

Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in section 43-227.

(8) Beginning September 1, 2024, mobile home parks shall be charged twenty dollars and forty-three cents ($20.43) per pad per month, plus three dollars and seventy-two cents ($3.72) per one thousand (1,000) gallons based on actual usage each month unless the use of outside water or product water can be determined by the superintendent, based upon the highest number of pads occupied for the month.

Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in section 43-227.

(9) Beginning September 1, 2024, users who reside in two-family residential units with one (1) meter shall be charged forty dollars and eighty-six cents ($40.86) per month, plus three dollars and seventy-two cents ($3.72) per one thousand (1,000) gallons based on water consumption on average billed during December, January, February and March or, in the case of separate water meters for each user, twenty dollars and forty-three cents ($20.43) per month, plus three dollars and seventy-two cents ($3.72) per one thousand (1,000) gallons based on water consumption on average billed during December, January, February and March.

Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in section 43-227.

(10) For new residential users, there shall be a minimum sewer rate established based on the number of people in the family as per the following table:

Beginning September 1, 2024, the rates will change as follows:

Number of People	Minimum Gallons	Amount
1	2,000	$20.43
2	4,000	$27.87
3	6,000	$35.31
4	8,000	$42.74
5 or more	10,000	$50.18

Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in section 43-227.

(b) For nonresidential users of the city's sewerage system, the following conditions apply:

(1) *Sewer user charge.* All users of the city's sanitary sewer system having connections serving property beyond the city boundaries shall be charged according to the same rates on water used per month, as set forth in the city ordinances.

(2) *City not obligated to provide nonresident service.* The city does not obligate itself to furnish sanitary sewer service to any person whomsoever, but will furnish such service as is reasonable within its financial ability to do so.

(c) Any household whose gross income for its family size is below the amount determined annually by the HUD income guidelines for very low-income households, for any tax year, may bring proof of its gross income to the city clerk to receive a credit against its charges for sewer user charge each calendar year. This credit will be calculated as one dollar and fifty cents ($1.50) per month toward the minimum charge, plus an additional credit of fifty cents ($0.50) per thousand (1,000) gallons above the two thousand-gallon minimum, for each month the household had an account with the city during the tax year shown. Residents requesting this credit must show photo identification to prove ownership of the account and proof of gross income by April 15 of each year.

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

SECTION 3. 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 portions of the ordinance.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____
MATTHEW D. DUKES II, Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

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

_____
DONALD MAISCH, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 43, WATER, SEWER, SEWAGE DISPOSAL AND STORMWATER QUALITY; ARTICLE III, SEWERS AND SEWAGE DISPOSAL; DIVISION 8, USAGE RATES AND CHARGES, SECTION 43-224, SEWER USER CHARGE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article III, Division 8, Section 43-224, Sewer user charge; is hereby placed into reserve:

Sec. 43-224. Sewer user charge.

(a) For the purpose of providing funds for the operation and maintenance of the sanitary sewerage system of the city and for other related purposes, there is hereby fixed and established sewer system user charges for the use of the sanitary sewerage system to be levied against each respective user thereof within the city as follows:

Beginning September 1, 2024, sewer user charge (minimum) shall be twenty dollars and forty-three cents ($20.43) per month.

Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in section 43-227.

(1) A minimum sewer user charge shall apply for wastewater discharges up to two thousand (2,000) gallons per month.

(2) For users discharging more than two thousand (2,000) gallons of wastewater per month to the sanitary sewer system, each additional one thousand (1,000) gallons, or portion thereof, shall be charged at a rate of three dollars and seventy-two cents ($3.72) per one thousand (1,000) gallons.

(3) The user's monthly wastewater contribution shall be estimated from the average of the user's monthly water billed during the months of December, January, February and March, as the water is measured by a water meter or meters of a type approved by the city, or as the wastewater contribution is otherwise currently established.

(4) The estimated monthly wastewater contribution from a user shall prevail for a twelve-month period, until a new estimated monthly wastewater contribution is obtained.

(5) Beginning September 1, 2024, for industrial and commercial users, the minimum monthly wastewater contribution shall be twenty-two dollars and eighty-one cents

($22.81). For users discharging more than two thousand (2,000) gallons of wastewater per month to the sanitary sewer system, each additional one thousand (1,000) gallons, or portion thereof, shall be charged as shown in subsection 43-224(a)(2) above times the actual water used.

Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in section 43-227.

(6) In the event a lot, parcel of land, premises, or facility discharging sewage, industrial waste, water or other liquids, either directly or indirectly into the city's sewer system, or which ultimately enters the sewerage system, is supplied, either in whole or in part, with water from wells or any source other than the city's utilities department, then such wells or other source of supply shall be registered with the city's utilities department on or before June 10, 1986, and if the water from said wells or other supply isn't measured by a water meter, the owner or occupant shall, or the city may at the city's option and at the city's cost, install and maintain a meter on said supplies in such a location and in such a manner as is satisfactory to the city's utilities department. These meters shall serve as a basis for the establishment of the sewer user charge and shall be read monthly or bi-monthly by the city. If, in the opinion of the city, the installation of a meter would be impractical, residential water consumption will be determined by the number in the family for the sewer charge for that household, per the table in subsection 43-224(a)(10). The number of residents of the household will be certified upon setting up the utility account. Failure to certify will result in billing at the maximum rate. Multifamily dwellings and mobile home parks will be determined by the total number of occupants divided by the number of units or occupied pad to find the average occupancy. This figure will be rounded to the nearest whole number. The sewer rate per unit will be based on the table in subsection 43-224(a)(10). A commercial business which has no means of measuring water consumption will be placed in a class of like businesses whose water consumption was averaged to determine a rate class. Each rate class was determined by a random selection with their water consumption averaged and rounded off to the nearest whole number and multiplied by the present sewer rate per one thousand (1,000) gallons usage. Class rates are as follows:

Beginning September 1, 2024:

Class	Monthly Rate	Consumption (000's)	Avg. (in 000's)
a.	$725.60	Over 125	189
b.	$257.07	51—125	63
c.	$78.59	11—50	15
d.	$60.00	Minimum	10

Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in section 43-227.

Any other type of sewer user who does not fall within the definitions above will be billed in the same manner as a commercial business.

(7) Beginning September 1, 2024, multifamily complexes that contain three (3) or more units, including apartments, shall be charged twenty dollars and forty-three cents ($20.43) unit per month, plus three dollars and seventy-two cents ($3.72) per one thousand (1,000) gallons based on actual usage each month unless the use of outside water or product water can be determined by the superintendent, whether such unit is occupied or vacant.

Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in section 43-227.

(8) Beginning September 1, 2024, mobile home parks shall be charged twenty dollars and forty-three cents ($20.43) per pad per month, plus three dollars and seventy-two cents ($3.72) per one thousand (1,000) gallons based on actual usage each month unless the use of outside water or product water can be determined by the superintendent, based upon the highest number of pads occupied for the month.

Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in section 43-227.

(9) Beginning September 1, 2024, users who reside in two-family residential units with one (1) meter shall be charged forty dollars and eighty-six cents ($40.86) per month, plus three dollars and seventy-two cents ($3.72) per one thousand (1,000) gallons based on water consumption on average billed during December, January, February and March or, in the case of separate water meters for each user, twenty dollars and forty-three cents ($20.43) per month, plus three dollars and seventy-two cents ($3.72) per one thousand (1,000) gallons based on water consumption on average billed during December, January, February and March.

Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in section 43-227.

(10) For new residential users, there shall be a minimum sewer rate established based on the number of people in the family as per the following table:

Beginning September 1, 2024, the rates will change as follows:

Number of People	Minimum Gallons	Amount
1	2,000	$20.43
2	4,000	$27.87
3	6,000	$35.31
4	8,000	$42.74
5 or more	10,000	$50.18

Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in section 43-227.

(b) For nonresidential users of the city's sewerage system, the following conditions apply:

(1) *Sewer user charge.* All users of the city's sanitary sewer system having connections serving property beyond the city boundaries shall be charged according to the same rates on water used per month, as set forth in the city ordinances.

(2) *City not obligated to provide nonresident service.* The city does not obligate itself to furnish sanitary sewer service to any person whomsoever, but will furnish such service as is reasonable within its financial ability to do so.

(c) Any household whose gross income for its family size is below the amount determined annually by the HUD income guidelines for very low-income households, for any tax year, may bring proof of its gross income to the city clerk to receive a credit against its charges for sewer user charge each calendar year. This credit will be calculated as one dollar and fifty cents ($1.50) per month toward the minimum charge, plus an additional credit of fifty cents ($0.50) per thousand (1,000) gallons above the two thousand-gallon minimum, for each month the household had an account with the city during the tax year shown. Residents requesting this credit must show photo identification to prove ownership of the account and proof of gross income by April 15 of each year.

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

SECTION 3. 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 portions of the ordinance.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____
MATTHEW D. DUKES II, Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

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

_____
DONALD MAISCH, City Attorney

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

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: August 26, 2025

Subject: Discussion, consideration, and possible action of awarding the bid to and approving a contract with H & H Plumbing & Utilities, Inc., for $616,970.00 and 90 Calendar Days for the S.E. 29th Street and Douglas Boulevard Water Line and Sanitary Sewer Improvement project and authorizing the City Manager to execute the contract.

Public Works recently sought bids for construction services associated with the SE 29th Street and Douglas Boulevard Water Line and Sanitary Sewer Improvement project. This project will construct 2,360 linear feet of eight (8) inch PVC sanitary sewer line from an existing manhole located north of SE 26th St to the southeast corner of SE 19th St and Engle Rd. It will also construct six (6) linear feet of six (6) inch PVC potable water line, 1,158 linear feet of twelve (12) inch PVC potable water line, and all appurtenances to serve the Sentinal Square development.

The bid opening occurred on August 12, 2025, for the above referenced project. Nine (9) bids were received. The lowest and best bid that met specifications was submitted by H & H Plumbing & Utilities, Inc., for a total base bid of $616,970.00. Staff recommends award of the bid to H & H Plumbing & Utilities, Inc., in the amount of $616,970.00. Upon approval, the parties will enter into a contract to be signed by the City Manager in accordance with the terms and conditions as specified herein.

The recommendation letter and bid tabulation are attached. Funds for this project are available in Account No. 157-5700-431.40-06, Project No. 921501, Account No. 194-9210-463.40-05, Project No. 922201, Account No. 194-9210-463.40-06, Project No. 921501, and Account No. 425-9050-415.40-05, Project No. 902508.

Approval is at the discretion of the Council.

Respectfully,

R. Paul Streets

R. Paul Streets
Public Works Director

Attachments

BwR
DESIGN GROUP

August 15, 2025

City of Midwest City
101 N Midwest City Blvd.,
Midwest City, OK 73110
ATTN: Patrick Menefee, City Engineer

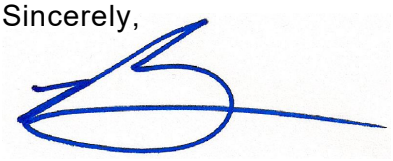
RE: Public Water Main and Public Wastewater Main To Serve S.E. 29th Street

Mr. Menefee,

We have evaluated the bids received on August 12, 2025 for the referenced project above. We received a total of nine (9) bids. The attached bid tabulation detail sheets and summary sheet show the bid amounts received.

The low bid was submitted by H & H Plumbing in the amount of $616,970.00. The Engineer's estimate was $643,730.00. Our evaluation of the experience and reputation of H & H Plumbing indicates that they are capable of completing this project. Therefore, we recommend the award of the contract for construction to H & H Plumbing in the amount of $616,970.00

Sincerely,



Bryan W. Richards, P.E., CFM
BWR DESIGN GROUP, LLC

PO Box 31732
Edmond, OK, 73003
bwrdesigngroup@gmail.com
405-761-5517

PUBLIC WATER & SEWER PLANS TO SERVE
S.E. 29th STREET
Water & Sewer Bid Tabulation Summary
8/12/2025

	Water Project	Sewer Project	TOTAL
ENGR: BWR Design Group	$282,450.00	$361,280.00	**$643,730.00**
4M Trenching	$341,726.00	$438,222.00	**$779,948.00**
Brewer Construction	$357,663.00	$571,910.00	**$929,573.00**
Cimarron Construction	$403,351.00	$490,047.00	**$893,398.00**
Civil Builders	$386,699.20	$543,386.00	**$930,085.20**
H&H Plumbing	$306,840.00	$310,130.00	**$616,970.00**
Jordan Contracting	$360,400.00	$516,030.00	**$876,430.00**
Patriot Construction	$328,541.93	$492,053.00	**$820,594.93**
Timco-Services	$412,263.00	$570,840.00	**$983,103.00**
United Trenching	$368,972.00	$438,765.00	**$807,737.00**

Bryan Richards, P.E. - BWR Design Group, LLC

PROJECT DESCRIPTION	PUBLIC WATER MAIN PLANS TO SERVE
	S.E. 29th STREET
	Water Bid Tabulation Page 1 0f 2
DATE	8/12/2025

				ENGR: BWR Design Group		4M Trenching		Brewer Construction		Cimarron Construction		Civil Builders		H&H Plumbing	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	12" PVC WATER LINE (C900)	LF	1,158.00	$ 100.00	$ 115,800.00	$ 112.00	$ 129,696.00	$ 121.00	$ 140,118.00	$ 127.00	$ 147,066.00	$ 99.90	$ 115,684.20	$ 95.00	$ 110,010.00
2	6" PVC WATER LINE (C900)	LF	6.00	$ 75.00	$ 450.00	$ 75.00	$ 450.00	$ 105.00	$ 630.00	$ 125.00	$ 750.00	$ 81.70	$ 490.20	$ 45.00	$ 270.00
3	12"x12" TAPPING SLEEVE, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 10,000.00	$ 20,000.00	$ 5,013.00	$ 10,026.00	$ 6,160.00	$ 12,320.00	$ 7,591.40	$ 15,182.80	$ 5,850.00	$ 11,700.00
4	12" TAPPING VALVE & BOX, MJ	EA	2.00	$ 3,000.00	$ 6,000.00	$ 7,500.00	$ 15,000.00	$ 5,129.00	$ 10,258.00	$ 6,995.00	$ 13,990.00	$ 4,904.00	$ 9,808.00	$ 6,550.00	$ 13,100.00
5	12" GATE VALVE & BOX, MJ	EA	6.00	$ 3,000.00	$ 18,000.00	$ 4,320.00	$ 25,920.00	$ 4,333.00	$ 25,998.00	$ 4,340.00	$ 26,040.00	$ 5,192.30	$ 31,153.80	$ 4,850.00	$ 29,100.00
6	6" GATE VALVE & BOX, MJ	EA	1.00	$ 2,000.00	$ 2,000.00	$ 2,700.00	$ 2,700.00	$ 1,717.00	$ 1,717.00	$ 1,660.00	$ 1,660.00	$ 2,056.40	$ 2,056.40	$ 1,650.00	$ 1,650.00
7	12"x12" TEE, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 2,150.00	$ 4,300.00	$ 3,017.00	$ 6,034.00	$ 1,880.00	$ 3,760.00	$ 2,224.60	$ 4,449.20	$ 2,650.00	$ 5,300.00
8	12"x6" TEE, MJ	EA	1.00	$ 3,500.00	$ 3,500.00	$ 1,600.00	$ 1,600.00	$ 2,260.00	$ 2,260.00	$ 1,540.00	$ 1,540.00	$ 1,712.10	$ 1,712.10	$ 2,350.00	$ 2,350.00
9	12" PLUG, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 700.00	$ 1,400.00	$ 1,049.00	$ 2,098.00	$ 975.00	$ 1,950.00	$ 4,308.20	$ 8,616.40	$ 1,250.00	$ 2,500.00
10	12"x90° BEND, MJ	EA	1.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 2,242.00	$ 2,242.00	$ 1,445.00	$ 1,445.00	$ 1,684.80	$ 1,684.80	$ 2,350.00	$ 2,350.00
11	12"x45° BEND, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 1,400.00	$ 2,800.00	$ 2,138.00	$ 4,276.00	$ 1,440.00	$ 2,880.00	$ 1,519.90	$ 3,039.80	$ 2,350.00	$ 4,700.00
12	12"x45° VERTICAL BEND, MJ	EA	4.00	$ 3,500.00	$ 14,000.00	$ 1,900.00	$ 7,600.00	$ 2,138.00	$ 8,552.00	$ 1,655.00	$ 6,620.00	$ 1,785.70	$ 7,142.80	$ 2,950.00	$ 11,800.00
13	FIRE HYDRANT ASSEMBLY	EA	1.00	$ 5,500.00	$ 5,500.00	$ 6,500.00	$ 6,500.00	$ 6,078.00	$ 6,078.00	$ 4,825.00	$ 4,825.00	$ 6,723.40	$ 6,723.40	$ 4,950.00	$ 4,950.00
14	BORE & STEEL ENCASEMENT FOR 12" PIPE	LF	176.00	$ 200.00	$ 35,200.00	$ 510.00	$ 89,760.00	$ 465.00	$ 81,840.00	$ 805.00	$ 141,680.00	$ 715.90	$ 125,998.40	$ 500.00	$ 88,000.00
15	DISINFECTION & TESTING	LS	1.00	$ 7,500.00	$ 7,500.00	$ 1,200.00	$ 1,200.00	$ 4,358.00	$ 4,358.00	$ 4,295.00	$ 4,295.00	$ 4,388.30	$ 4,388.30	$ 1,500.00	$ 1,500.00
16	TRAFFIC CONTROL	LS	1.00	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 6,000.00	$ 3,450.00	$ 3,450.00	$ 2,025.00	$ 2,025.00	$ 6,598.40	$ 6,598.40	$ 1,500.00	$ 1,500.00
17	TEMPORARY EROSION CONTROL AND SEDIMENT CONTROL	LS	1.00	$ 10,000.00	$ 10,000.00	$ 3,500.00	$ 3,500.00	$ 18,069.00	$ 18,069.00	$ 2,315.00	$ 2,315.00	$ 7,879.70	$ 7,879.70	$ 2,500.00	$ 2,500.00
18	SOLID SLAB SODDING	SY	800.00	$ 10.00	$ 8,000.00	$ 6.00	$ 4,800.00	$ 10.00	$ 8,000.00	$ 5.50	$ 4,400.00	$ 11.70	$ 9,360.00	$ 6.50	$ 5,200.00
19	CONSTRUCTION STAKING	LS	1.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 6,659.00	$ 6,659.00	$ 1,420.00	$ 1,420.00	$ 4,580.50	$ 4,580.50	$ 2,500.00	$ 2,500.00
20	MOBILIZATION	LS	1.00	$ 15,000.00	$ 15,000.00	$ 12,000.00	$ 12,000.00	$ 15,000.00	$ 15,000.00	$ 22,370.00	$ 22,370.00	$ 20,150.00	$ 20,150.00	$ 5,860.00	$ 5,860.00
					TOTAL	$ 282,450.00		$ 341,726.00		$ 357,663.00		$ 403,351.00		$ 386,699.20		$ 306,840.00

Bryan Richards, P.E. - BWR Design Group, LLC

PROJECT DESCRIPTION	PUBLIC WATER MAIN PLANS TO SERVE
	S.E. 29th STREET
	Water Bid Tabulation Page 2 0f 2
DATE	8/12/2025

				ENGR: BWR Design Group		Jordan Contracting		Patriot Construction		Timco-Services		United Trenching			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST		
1	12" PVC WATER LINE (C900)	LF	1,158.00	$ 100.00	$ 115,800.00	$ 150.00	$ 173,700.00	$ 121.52	$ 140,720.16	$ 135.00	$ 156,330.00	$ 164.00	$ 189,912.00		
2	6" PVC WATER LINE (C900)	LF	6.00	$ 75.00	$ 450.00	$ 200.00	$ 1,200.00	$ 94.02	$ 564.12	$ 97.50	$ 585.00	$ 65.00	$ 390.00		
3	12"x12" TAPPING SLEEVE, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 3,500.00	$ 7,000.00	$ 5,218.88	$ 10,437.76	$ 4,565.00	$ 9,130.00	$ 8,000.00	$ 16,000.00		
4	12" TAPPING VALVE & BOX, MJ	EA	2.00	$ 3,000.00	$ 6,000.00	$ 4,000.00	$ 8,000.00	$ 4,488.54	$ 8,977.08	$ 9,173.00	$ 18,346.00	$ 4,200.00	$ 8,400.00		
5	12" GATE VALVE & BOX, MJ	EA	6.00	$ 3,000.00	$ 18,000.00	$ 4,000.00	$ 24,000.00	$ 3,994.17	$ 23,965.02	$ 6,705.00	$ 40,230.00	$ 4,200.00	$ 25,200.00		
6	6" GATE VALVE & BOX, MJ	EA	1.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 1,869.40	$ 1,869.40	$ 3,337.00	$ 3,337.00	$ 1,500.00	$ 1,500.00		
7	12"x12" TEE, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 1,500.00	$ 3,000.00	$ 2,659.77	$ 5,319.54	$ 3,595.00	$ 7,190.00	$ 1,300.00	$ 2,600.00		
8	12"x6" TEE, MJ	EA	1.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 2,173.88	$ 2,173.88	$ 3,522.00	$ 3,522.00	$ 950.00	$ 950.00		
9	12" PLUG, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 750.00	$ 1,500.00	$ 1,098.57	$ 2,197.14	$ 2,475.00	$ 4,950.00	$ 550.00	$ 1,100.00		
10	12"x90° BEND, MJ	EA	1.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 2,154.72	$ 2,154.72	$ 3,153.00	$ 3,153.00	$ 1,000.00	$ 1,000.00		
11	12"x45° BEND, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 1,500.00	$ 3,000.00	$ 2,045.47	$ 4,090.94	$ 3,058.00	$ 6,116.00	$ 950.00	$ 1,900.00		
12	12"x45° VERTICAL BEND, MJ	EA	4.00	$ 3,500.00	$ 14,000.00	$ 1,500.00	$ 6,000.00	$ 2,465.47	$ 9,861.88	$ 3,058.00	$ 12,232.00	$ 980.00	$ 3,920.00		
13	FIRE HYDRANT ASSEMBLY	EA	1.00	$ 5,500.00	$ 5,500.00	$ 7,500.00	$ 7,500.00	$ 5,982.69	$ 5,982.69	$ 7,234.00	$ 7,234.00	$ 4,000.00	$ 4,000.00		
14	BORE & STEEL ENCASEMENT FOR 12" PIPE	LF	176.00	$ 200.00	$ 35,200.00	$ 500.00	$ 88,000.00	$ 511.10	$ 89,953.60	$ 458.00	$ 80,608.00	$ 425.00	$ 74,800.00		
15	DISINFECTION & TESTING	LS	1.00	$ 7,500.00	$ 7,500.00	$ 3,000.00	$ 3,000.00	$ 1,962.00	$ 1,962.00	$ 5,000.00	$ 5,000.00	$ 500.00	$ 500.00		
16	TRAFFIC CONTROL	LS	1.00	$ 5,000.00	$ 5,000.00	$ 7,500.00	$ 7,500.00	$ 1,962.00	$ 1,962.00	$ 20,000.00	$ 20,000.00	$ 4,000.00	$ 4,000.00		
17	TEMPORARY EROSION CONTROL AND SEDIMENT CONTROL	LS	1.00	$ 10,000.00	$ 10,000.00	$ 7,500.00	$ 7,500.00	$ 1,962.00	$ 1,962.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00		
18	SOLID SLAB SODDING	SY	800.00	$ 10.00	$ 8,000.00	$ 5.00	$ 4,000.00	$ 9.81	$ 7,848.00	$ 6.00	$ 4,800.00	$ 6.00	$ 4,800.00		
19	CONSTRUCTION STAKING	LS	1.00	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 3,270.00	$ 3,270.00	$ 5,000.00	$ 5,000.00	$ 3,500.00	$ 3,500.00		
20	MOBILIZATION	LS	1.00	$ 15,000.00	$ 15,000.00	$ 7,500.00	$ 7,500.00	$ 3,270.00	$ 3,270.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00		
				TOTAL	$ 282,450.00		$ 360,400.00		$ 328,541.93		$ 412,263.00		$ 368,972.00		

Bryan Richards, P.E. - BWR Design Group, LLC

PROJECT DESCRIPTION	PUBLIC WASTEWATER MAIN PLANS TO SERVE
	S.E. 29th STREET
	Sewer Bid Tabulation Page 1 0f 2
DATE	8/12/2025

				ENGR: BWR Design Group		4M Trenching		Brewer Construction		Cimarron Construction		Civil Builders		H&H Plumbing	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	8" SANITARY SEWER LINE (SDR-35)	LF	2,360.00	$ 60.00	$ 141,600.00	$ 43.00	$ 101,480.00	$ 44.00	$ 103,840.00	$ 74.00	$ 174,640.00	$ 54.60	$ 128,856.00	$ 45.00	$ 106,200.00
2	STANDARD 4-FT DIA. MANHOLE	EA	6.00	$ 5,000.00	$ 30,000.00	$ 5,000.00	$ 30,000.00	$ 2,476.00	$ 14,856.00	$ 3,330.00	$ 19,980.00	$ 5,075.00	$ 30,450.00	$ 4,500.00	$ 27,000.00
3	4-FT DIA. MANHOLE w/INSIDE DROP	EA	3.00	$ 500.00	$ 1,500.00	$ 8,400.00	$ 25,200.00	$ 3,020.00	$ 9,060.00	$ 5,715.00	$ 17,145.00	$ 7,675.90	$ 23,027.70	$ 5,900.00	$ 17,700.00
4	EXTRA DEPTH 4' DIA. MANHOLE	EA	21.00	$ 100.00	$ 2,100.00	$ 350.00	$ 7,350.00	$ 444.00	$ 9,324.00	$ 430.00	$ 9,030.00	$ 659.80	$ 13,855.80	$ 350.00	$ 7,350.00
5	WATER TIGHT MANHOLE LID	EA	4.00	$ 1,000.00	$ 4,000.00	$ 650.00	$ 2,600.00	$ 1,126.00	$ 4,504.00	$ 800.00	$ 3,200.00	$ 2,600.90	$ 10,403.60	$ 250.00	$ 1,000.00
6	CONNECTION TO EXISTING MANHOLE	EA	1.00	$ 500.00	$ 500.00	$ 4,000.00	$ 4,000.00	$ 2,434.00	$ 2,434.00	$ 3,245.00	$ 3,245.00	$ 3,742.80	$ 3,742.80	$ 1,500.00	$ 1,500.00
7	8" PVC SRD-35 TRENCH (0' - 6')	LF	1,376.00	$ 30.00	$ 41,280.00	$ 23.00	$ 31,648.00	$ 59.00	$ 81,184.00	$ 4.00	$ 5,504.00	$ 44.40	$ 61,094.40	$ 12.00	$ 16,512.00
8	8" PVC SRD-35 TRENCH (6' - 10')	LF	850.00	$ 50.00	$ 42,500.00	$ 38.00	$ 32,300.00	$ 68.00	$ 57,800.00	$ 8.00	$ 6,800.00	$ 82.50	$ 70,125.00	$ 14.00	$ 11,900.00
9	CRUSHED ROCK BEDDING	CY	44.00	$ 100.00	$ 4,400.00	$ 1.00	$ 44.00	$ 65.00	$ 2,860.00	$ 110.00	$ 4,840.00	$ 126.90	$ 5,583.60	$ 75.00	$ 3,300.00
10	BORE & STEEL ENCASEMENT FOR 8" LINE	LF	134.00	$ 200.00	$ 26,800.00	$ 420.00	$ 56,280.00	$ 401.00	$ 53,734.00	$ 685.00	$ 91,790.00	$ 723.20	$ 96,908.80	$ 450.00	$ 60,300.00
11	SERVICE LINE CONNECTION	EA	1.00	$ 1,000.00	$ 1,000.00	$ 400.00	$ 400.00	$ 1,264.00	$ 1,264.00	$ 960.00	$ 960.00	$ 1,332.20	$ 1,332.20	$ 500.00	$ 500.00
12	8"x4" WYE	EA	1.00	$ 500.00	$ 500.00	$ 135.00	$ 135.00	$ 351.00	$ 351.00	$ 250.00	$ 250.00	$ 222.00	$ 222.00	$ 250.00	$ 250.00
13	4"X1/8 BEND	EA	1.00	$ 500.00	$ 500.00	$ 15.00	$ 15.00	$ 239.00	$ 239.00	$ 80.00	$ 80.00	$ 57.10	$ 57.10	$ 75.00	$ 75.00
14	4" RISER PIPE (PVC SCD 40)	VF	10.00	$ 75.00	$ 750.00	$ 10.00	$ 100.00	$ 119.00	$ 1,190.00	$ 20.00	$ 200.00	$ 24.10	$ 241.00	$ 25.00	$ 250.00
15	4" SERVICE PIPE (PVC SCD 40)	LF	18.00	$ 75.00	$ 1,350.00	$ 40.00	$ 720.00	$ 117.00	$ 2,106.00	$ 35.00	$ 630.00	$ 30.50	$ 549.00	$ 30.00	$ 540.00
16	LEAKAGE TESTING	LS	1.00	$ 4,500.00	$ 4,500.00	$ 1,050.00	$ 1,050.00	$ 2,729.00	$ 2,729.00	$ 2,675.00	$ 2,675.00	$ 3,489.10	$ 3,489.10	$ 2,500.00	$ 2,500.00
17	DEFLECTION TEST	LS	1.00	$ 3,500.00	$ 3,500.00	$ 500.00	$ 500.00	$ 3,273.00	$ 3,273.00	$ 2,675.00	$ 2,675.00	$ 6,026.60	$ 6,026.60	$ 2,500.00	$ 2,500.00
18	MANHOLE TESTING	LS	1.00	$ 3,500.00	$ 3,500.00	$ 1,200.00	$ 1,200.00	$ 2,184.00	$ 2,184.00	$ 2,500.00	$ 2,500.00	$ 3,171.90	$ 3,171.90	$ 3,000.00	$ 3,000.00
19	TRAFFIC CONTROL	LS	1.00	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 6,000.00	$ 3,450.00	$ 3,450.00	$ 1,745.00	$ 1,745.00	$ 6,978.10	$ 6,978.10	$ 2,000.00	$ 2,000.00
20	TEMPORARY EROSION CONTROL AND SEDIMENT CONTROL	LS	1.00	$ 10,000.00	$ 10,000.00	$ 16,000.00	$ 16,000.00	$ 40,958.00	$ 40,958.00	$ 8,865.00	$ 8,865.00	$ 10,784.40	$ 10,784.40	$ 6,500.00	$ 6,500.00
21	SOLID SLAB SODDING	SY	1,100.00	$ 10.00	$ 11,000.00	$ 7.00	$ 7,700.00	$ 10.00	$ 11,000.00	$ 5.00	$ 5,500.00	$ 11.40	$ 12,540.00	$ 6.50	$ 7,150.00
22	CONSTRUCTION STAKING	LS	1.00	$ 5,000.00	$ 5,000.00	$ 7,500.00	$ 7,500.00	$ 13,570.00	$ 13,570.00	$ 2,245.00	$ 2,245.00	$ 6,343.80	$ 6,343.80	$ 3,200.00	$ 3,200.00
23	MOBILIZATION	LS	1.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 25,000.00	$ 25,000.00	$ 35,300.00	$ 35,300.00	$ 25,400.00	$ 25,400.00	$ 6,903.00	$ 6,903.00
24	CLEARING AND RESTORATION	LS	1.00	$ 5,000.00	$ 5,000.00	$ 91,000.00	$ 91,000.00	$ 125,000.00	$ 125,000.00	$ 90,248.00	$ 90,248.00	$ 22,203.10	$ 22,203.10	$ 22,000.00	$ 22,000.00
				TOTAL	$ 361,280.00		$ 438,222.00		$ 571,910.00		$ 490,047.00		$ 543,386.00		$ 310,130.00

Bryan Richards, P.E. - BWR Design Group, LLC

PROJECT DESCRIPTION	**PUBLIC WASTEWATER MAIN PLANS TO SERVE**
	S.E. 29th STREET
	Sewer Bid Tabulation Page 2 0f 2
DATE	**8/12/2025**

				ENGR: BWR Design Group		Jordan Contracting		Patriot Construction		Timco-Services		United Trenching			
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**
1	8" SANITARY SEWER LINE (SDR-35)	LF	2,360.00	$ 60.00	$ 141,600.00	$ 120.00	$ 283,200.00	$ 55.00	$ 129,800.00	$ 30.00	$ 70,800.00	$ 109.50	$ 258,420.00		
2	STANDARD 4-FT DIA. MANHOLE	EA	6.00	$ 5,000.00	$ 30,000.00	$ 3,000.00	$ 18,000.00	$ 2,919.00	$ 17,514.00	$ 11,005.00	$ 66,030.00	$ 2,300.00	$ 13,800.00		
3	4-FT DIA. MANHOLE w/INSIDE DROP	EA	3.00	$ 500.00	$ 1,500.00	$ 3,500.00	$ 10,500.00	$ 5,923.00	$ 17,769.00	$ 11,970.00	$ 35,910.00	$ 2,800.00	$ 8,400.00		
4	EXTRA DEPTH 4' DIA. MANHOLE	EA	21.00	$ 100.00	$ 2,100.00	$ 300.00	$ 6,300.00	$ 468.00	$ 9,828.00	$ 1,304.00	$ 27,384.00	$ 225.00	$ 4,725.00		
5	WATER TIGHT MANHOLE LID	EA	4.00	$ 1,000.00	$ 4,000.00	$ 350.00	$ 1,400.00	$ 1,590.00	$ 6,360.00	$ 2,175.00	$ 8,700.00	$ 400.00	$ 1,600.00		
6	CONNECTION TO EXISTING MANHOLE	EA	1.00	$ 500.00	$ 500.00	$ 750.00	$ 750.00	$ 10,000.00	$ 10,000.00	$ 2,585.00	$ 2,585.00	$ 3,000.00	$ 3,000.00		
7	8" PVC SRD-35 TRENCH (0' - 6')	LF	1,376.00	$ 30.00	$ 41,280.00	$ 30.00	$ 41,280.00	$ 46.00	$ 63,296.00	$ 62.00	$ 85,312.00	$ 10.00	$ 13,760.00		
8	8" PVC SRD-35 TRENCH (6' - 10')	LF	850.00	$ 50.00	$ 42,500.00	$ 40.00	$ 34,000.00	$ 47.00	$ 39,950.00	$ 105.00	$ 89,250.00	$ 10.00	$ 8,500.00		
9	CRUSHED ROCK BEDDING	CY	44.00	$ 100.00	$ 4,400.00	$ 60.00	$ 2,640.00	$ 125.00	$ 5,500.00	$ 185.00	$ 8,140.00	$ 50.00	$ 2,200.00		
10	BORE & STEEL ENCASEMENT FOR 8" LINE	LF	134.00	$ 200.00	$ 26,800.00	$ 400.00	$ 53,600.00	$ 518.00	$ 69,412.00	$ 269.00	$ 36,046.00	$ 380.00	$ 50,920.00		
11	SERVICE LINE CONNECTION	EA	1.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 2,745.00	$ 2,745.00	$ 2,500.00	$ 2,500.00	$ 200.00	$ 200.00		
12	8"x4" WYE	EA	1.00	$ 500.00	$ 500.00	$ 200.00	$ 200.00	$ 602.00	$ 602.00	$ 2,150.00	$ 2,150.00	$ 200.00	$ 200.00		
13	4"X1/8 BEND	EA	1.00	$ 500.00	$ 500.00	$ 20.00	$ 20.00	$ 485.00	$ 485.00	$ 2,163.00	$ 2,163.00	$ 50.00	$ 50.00		
14	4" RISER PIPE (PVC SCD 40)	VF	10.00	$ 75.00	$ 750.00	$ 5.00	$ 50.00	$ 52.00	$ 520.00	$ 1,102.00	$ 11,020.00	$ 15.00	$ 150.00		
15	4" SERVICE PIPE (PVC SCD 40)	LF	18.00	$ 75.00	$ 1,350.00	$ 5.00	$ 90.00	$ 55.00	$ 990.00	$ 125.00	$ 2,250.00	$ 30.00	$ 540.00		
16	LEAKAGE TESTING	LS	1.00	$ 4,500.00	$ 4,500.00	$ 1,500.00	$ 1,500.00	$ 1,962.00	$ 1,962.00	$ 12,000.00	$ 12,000.00	$ 500.00	$ 500.00		
17	DEFLECTION TEST	LS	1.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 1,962.00	$ 1,962.00	$ 10,000.00	$ 10,000.00	$ 200.00	$ 200.00		
18	MANHOLE TESTING	LS	1.00	$ 3,500.00	$ 3,500.00	$ 2,000.00	$ 2,000.00	$ 5,886.00	$ 5,886.00	$ 12,000.00	$ 12,000.00	$ 500.00	$ 500.00		
19	TRAFFIC CONTROL	LS	1.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 3,270.00	$ 3,270.00	$ 10,000.00	$ 10,000.00	$ 4,000.00	$ 4,000.00		
20	TEMPORARY EROSION CONTROL AND SEDIMENT CONTROL	LS	1.00	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00	$ 1,962.00	$ 1,962.00	$ 10,000.00	$ 10,000.00	$ 8,000.00	$ 8,000.00		
21	SOLID SLAB SODDING	SY	1,100.00	$ 10.00	$ 11,000.00	$ 5.00	$ 5,500.00	$ 9.00	$ 9,900.00	$ 6.00	$ 6,600.00	$ 6.00	$ 6,600.00		
22	CONSTRUCTION STAKING	LS	1.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00	$ 7,500.00	$ 7,500.00		
23	MOBILIZATION	LS	1.00	$ 15,000.00	$ 15,000.00	$ 7,500.00	$ 7,500.00	$ 36,540.00	$ 36,540.00	$ 25,000.00	$ 25,000.00	$ 15,000.00	$ 15,000.00		
24	CLEARING AND RESTORATION	LS	1.00	$ 5,000.00	$ 5,000.00	$ 30,000.00	$ 30,000.00	$ 52,800.00	$ 52,800.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00		
				TOTAL	**$ 361,280.00**		**$ 516,030.00**		**$ 492,053.00**		**$ 570,840.00**		**$ 438,765.00**		

Bryan Richards, P.E. - BWR Design Group, LLC

MIDWEST CITY

Where the Spirit Flies High

NEW BUSINESS/ PUBLIC DISCUSSION

MIDWEST CITY

Where the Spirit Flies High

FURTHER INFORMATION

Community Development Department
100 N. Midwest Blvd, Midwest City, OK

To:	Honorable Mayor and Council
From:	Matt Summers, Community Development Director
Date:	August 26, 2025
Subject:	(PC-2217) Public hearing, discussion, consideration, and possible action on a resolution to amend the Comprehensive Plan from Office/Retail to Commercial; and an ordinance to redistrict from C-3 (Community Commercial District) to PUD (Planned Unit Development), for the property located at 2300 and 2350 S. Midwest Blvd., Midwest City, Oklahoma.

Staff and the Applicant have agreed to take no action on agenda item PC-2217 and move the item to the September City Council agenda. The Applicant requested hearings on this item be postponed via email on July 28, 2025.

Taking no action on this agenda item does not require action by the City Council. Staff will send notifications via mail to property owners within 300 feet and have the notification published in the newspaper.

Sincerely,

Matt Summers, AICP
Community Development Director

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

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

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

Commissioners present:	Jess Huskey Dean Hinton Russell Smith *Chairman* Rick Rice JD Collins
Commissioners absent:	Jim Smith Rick Dawkins
Staff present:	Matthew Summers, Community Development Director Julie Shannon, Planner III Brylee Hester, Planner I Don Maisch, City Attorney

A. CALL TO ORDER

The meeting was called to order by Chairperson Russell Smith at 5:03 p.m.

B. MINUTES

A motion was made by Husky seconded by Hinton, to approve the minutes of the June 3, 2025 Planning Commission meeting as presented.

Voting Aye: Huskey, Hinton, R. Smith, Collins and Rice
Nay: none.
Motion carried.

C. ANNOUNCEMENTS

Community Development Director Matt Summers introduced new Planner I, Brylee Hester.

D. NEW MATTERS

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

   Director Matt Summers presented the item. Developer Jeff Johnson said he had no issues with the staff report. There was general discussion amongst the Commission.

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

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

Nay: None.
Motion Carried.

2. (PC-2218) Public hearing, discussion, consideration, and possible action on an ordinance to abandon the Planned Unit Development ("PUD") and nullify the PUD Master Plan and rezone to the underlying Medium Density Residential District ("R-MD") under Section 7.3.4. (A) of Appendix A of the Midwest City Municipal Code, for the property located at 2222 N. Douglas Blvd., Midwest City, Oklahoma.

Director Summers and City Attorney Maisch explained that the PUD had been originally requested by a previous property owner and was no longer a viable project, so the current owner wished to vacate or abandon the PUD and only utilize the current base zoning. The owner's representative, Andrew Martin, had no issues with the staff report. There was general discussion about the request amongst the Commission.

A motion was made by Rice, seconded by Hinton to recommend approval of this item.

Voting aye: Huskey, Hinton, R. Smith, Collins, and Rice.
Nay: None.
Motion Carried.

E. COMMISSION DISCUSSION: Planning Commissioners engaged in further discussion about the history of the property discussed in item two.

E. PUBLIC DISCUSSION: none.

F. FURTHER INFORMATION:

Items will be heard at City Council on July 22, 2025.

G. ADJOURNMENT:

A motion to adjourn was made by Collins, Seconded by Rice.

Voting aye: Huskey, Hinton, R. Smith, Collins and Rice
Nay: None.
Motion Carried.

The meeting adjourned at 5:16 p.m.

Chairman Russell Smith (*Chair*)
(js)

Midwest City Urban Renewal Authority
100 N Midwest Boulevard
Midwest City, OK 73110 – 4319
(405) 739-1202

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Tim Lyon, General Manager/Administrator

DATE: August 26, 2025

RE: Urban Renewal Authority's Fiscal Year 2024 - 2025 Annual Report

The Oklahoma State Statutes (Title 11, § 38-107) mandates, on or before July 31 of each year, a report of its activities for the preceding fiscal year ending June 30, which report shall include a complete financial statement setting forth its assets, liabilities, income and operating expenses as of the end of such fiscal year.

At the time of filing the report, the Authority shall publish in a newspaper of general circulation in the area of operation, a notice to the effect that such report has been filed with the mayor and municipal governing body and that it is available for inspection during business hours in the office of the clerk or other appropriate officer of the municipality and in the office of the Urban Renewal Authority.

On July 21, 2025, the URA approved its FY 2025 – 2025 Annual Report and filed same with the City Clerk's Office. The required public notice appeared in the July 23, 2025, edition of the Midwest City *Beacon*.

No action is necessary this item is presented solely for informational purposes.

Tim Lyon
General Manager/Administrator

Attachment: FY 2024 – 2025 URA Annual Report
- Revenues Report
- Detailed Budget Report
- Balance Sheet

Tim Lyon, General Manager/Administrator
Wade Moore, Chairman Aaron Budd, Vice-Chairman Sherry Beaird, Secretary – Treasurer
Jacob Hussain, Commissioner Ted Nugent, Commissioner

FY 2024 – 2025 ANNUAL REPORT OF THE

MIDWEST CITY URBAN RENEWAL AUTHORITY ("URA")

Summary

We began FY 2024 – 2025 with a fund balance of $163,889 and finished the year with total balance of $2,554,079 and zero encumbrances. We anticipate most of this balance could be spent in FY 2025 – 2026 for professional services, contracting and some of the other tasks involved with Project "Sunshine," the redevelopment of the former Miracle Mile Addition.

Revenues

Annual rent collected from Raising Cane's Chicken Fingers, 2800 S Air Depot BL, ($90,000) and Taco Bell, 150 Brett DR, ($50,000) as part of the STC IV Development Agreement, provides for an equal split of the net proceeds from Participation Rent between STC IV LLC, a private entity, and the URA. For FY 2024 – 2025, this figure was $57,321.00, as seen on the "General Government" line on the Revenue Report. The Authority also benefited from a $9,248,155.00 transfer from the Midwest City Memorial Hospital Authority, seen on eighth line of the Revenue Report. This transfer provided $26,408.49 in interest income – a 469% increase over last year. Together, these three sources yielded $9,331,884.49 in total revenues.

Expenses & Encumbrances

Funds from the Hospital Authority were set aside for Capital Outlay as seen in the Detailed Budget Report. To facilitate the transfer of 6525 E Reno AV, 6707 E Reno AV and 6777 E Reno to the URA, From Capital Outlay, the URA deposited $6,927,300.00, as allowed by the Urban Renewal Act. Thus, an encumbered balance of $2,320,855.00 remained for future Capital Outlay.

We also spent $14,394.60 on administrative costs and professional services.

Attached to this report, please find financial statements setting forth the Authority's assets, liabilities, and fund balance as of June 30, 2025.

APPROVED by the Midwest City Urban Renewal Authority this 21st day of July, 2025.

WADE MOORE, Chairman

ATTEST:

SHERRY BEAIRD, Secretary

City of Midwest City

FUND 201 URBAN RENEWAL AUTHORITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
03 06	SOONER TWN IV- PARTICIPAT	0	17,321.00		60,000	57,321.00	96	60,000	2,679.00
341 **	GENERAL GOVERNMENT	0	17,321.00		60,000	57,321.00	96	60,000	2,679.00
340 ***	CHARGES FOR SERVICES	0	17,321.00		60,000	57,321.00		60,000	2,679.00
360	INTEREST REVENUE								
361	INTEREST								
41 10	INVESTMENT INTEREST	344	6,858.78	1994	4,095	26,408.49	645	4,095	22,313.49-
361 **	INTEREST	344	6,858.78	1994	4,095	26,408.49	645	4,095	22,313.49-
360 ***	INTEREST REVENUE	344	6,858.78		4,095	26,408.49		4,095	22,313.49-
390	TRANSERS IN								
391	OPERATING								
01 *	TRANSFERS IN	0	.00		0	.00		0	.00
21 11	HOSPITAL AUTHORITY (425)	3,082,719	.00		9,248,155	9,248,155.00	100	9,248,155	.00
391 **	OPERATING	3,082,719	.00		9,248,155	9,248,155.00	100	9,248,155	.00
390 ***	TRANSERS IN	3,082,719	.00		9,248,155	9,248,155.00		9,248,155	.00
FUND TOTAL	URBAN RENEWAL AUTHORITY	3,083,063	24,179.78		9,312,250	9,331,884.49		9,312,250	19,634.49-
GRAND TOTAL		3,083,063	24,179.78		9,312,250	9,331,884.49		9,312,250	19,634.49-

REPORT SELECTIONS

Fiscal year . . . . . : 2025
Fund . . . . . : 201
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 201 URBAN RENEWAL AUTHORITY DEPT/DIV 9310 URBAN RENEWAL/URBAN RENEWAL

BA SUB	ELE SUB	OBJ	ACCOUNT DESCRIPTION	CURRENT BUDGET	CURRENT ACTUAL	CURRENT %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46			ECONOMIC DEVELOPMENT										
466			URA										
		30	OTHER SERVICES AND CHARGE										
		30 44	ADMN/PROFESSIONAL SVCS	4587	.00	0	55000	14394.60	26	.00	55000	40605.40	26
		30 **	OTHER SERVICES AND CHARGE	4587	.00	0	55000	14394.60	26	.00	55000	40605.40	26
		40	CAPITAL OUTLAY										
		40 09	LAND	2320855	.00	0	9248155	6927300.00	75	.00	9248155	2320855.00	75
		40 **	CAPITAL OUTLAY	2320855	.00	0	9248155	6927300.00	75	.00	9248155	2320855.00	75
466	**	**	URA	2325442	.00	0	9303155	6941694.60	75	.00	9303155	2361460.40	75
46	**	**	ECONOMIC DEVELOPMENT	2325442	.00	0	9303155	6941694.60	75	.00	9303155	2361460.40	75
DIV	9310		TOTAL ******* URBAN RENEWAL	2325442	.00	0	9303155	6941694.60	75	.00	9303155	2361460.40	75
DEPT	93		TOTAL ******* URBAN RENEWAL	2325442	.00	0	9303155	6941694.60	75	.00	9303155	2361460.40	75
FUND 201			TOTAL ********* URBAN RENEWAL AUTHORITY	2325442	.00	0	9303155	6941694.60	75	.00	9303155	2361460.40	75
GRAND			TOTAL *********	2325442	.00	0	9303155	6941694.60	75	.00	9303155	2361460.40	75

201 URBAN RENEWAL AUTHORITY

		DEBITS	CREDITS	
	ASSETS			
101.00-00	CASH / GROSS REVENUE ACCOUNT	2,554,079.00		
	TOTAL ASSETS			2,554,079.00
	LIABILITIES			
	TOTAL LIABILITIES		.00	
	FUND EQUITY			
FUND BALANCE			2,554,079.00	
	TOTAL FUND EQUITY		2,554,079.00	
	TOTAL LIABILITIES AND FUND EQUITY			2,554,079.00

MIDWEST CITY
Where the Spirit Flies High

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

TO : Honorable Mayor and Council

FROM : Randall Fryar, Chief Building Official

DATE : August 26, 2025

SUBJECT : Monthly Residential and Commercial Building report for July, 2025

The monthly building report is now available for review. This document is essential for all stakeholders involved in tracking and managing permits.

On a national scale, recent statistics indicate a slight decline in new housing permits over the past year. This trend can be attributed to higher financing costs and increased prices for building materials, presenting significant challenges. It's worth noting that many cities within our region are facing these issues collectively, which may lead to renewed resilience and innovative solutions.

In comparison to last year, the number of new home permits remained stable, indicating continued resilience in the market. Additionally, we are pleased to report a significant increase in permits for new duplexes, which underscores our ongoing commitment to growth and innovation in the housing sector.

If you have any questions or need further information, please feel free to reach out. Your engagement and understanding are crucial as we navigate these trends together.

Please let me know if you have any questions.

Sincerely,

Randall Fryar

Randall Fryar
Chief Building Official

100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits Summary - Issued 7/1/2025 to 7/31/2025

Building - Commercial & Industrial

Count	Permit Type	Value
2	Alteration of Man Home Or Const of Space	$120,000.00
10	Com General Electrical Permit	$40,095.61
5	Com General Mechanical Permit	$228,700.00
7	Com General Plumbing Permit	$249,024.40
1	Com New Certificate of Occupancy	
4	Com New Const Electrical Permit	$1,085,798.36
2	Com New Const Mechanical Permit	$185,000.00
7	Com New Const Plumbing Permit	$200,000.00
8	Com Remodel Bldg Permit	$4,275,900.00
3	Com Sign Permit	$29,536.80
	Total Value of Building - Commercial & Industrial:	**6,414,055.17**

Building - Public & Semi-Public

Count	Permit Type	Value
1	School New Const Bldg Permit	$11,700,000.00
	Total Value of Building - Public & Semi-Public:	**11,700,000.00**

Building - Residential

Count	Permit Type	Value
4	Res Accessory Bldg Permit	$10,250.00
1	Res Carport Permit	$4,800.00
7	Res Driveway Permit	$15,880.00
5	Res Fence Permit	$12,682.00
19	Res General Electrical Permit	$49,000.00
33	Res General Mechanical Permit	$141,640.00
35	Res General Plumbing Permit	$83,086.32
17	Res New Const Electrical Permit	$8,000.00
12	Res New Const Mechanical Permit	$0.00
14	Res New Const Plumbing Permit	$0.00
1	Res Patio Cover Permit	$0.00
3	Res Retaining Wall Permit	$20,200.00
52	Res Roofing Permit	$724,726.00
1	Res Single-Fam New Const Bldg Permit	$160,816.00
8	Res Single-Fam Remodel Building Permit	$289,500.00
3	Res Solar Permit	$72,697.36
5	Res Storm Shelter Permit	$22,740.00
2	zzRes House Moving (In) Permit	$120,000.00
	Total Value of Building - Residential:	**1,736,017.68**

Grand Total:	**$19,850,072.85**

100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits by Type - Issued 7/1/2025 to 7/31/2025

Building - Commercial & Industrial

Alteration of Man Home Or Const of Space

Issued	Location	Applicant	Case #	Value
7/18/25	10301 SE 29TH ST, 606, 73130	TeFawn Hail	B-25-1709	$60,000.00
7/18/25	10301 SE 29TH ST, 705, 73130	TeFawn Hail	B-25-1761	$60,000.00
				$120,000.00

Com General Electrical Permit

Issued	Location	Applicant	Case #	Value
7/3/25	8320 NE 10TH ST, sign Midwest City, OK, 73110	Mary	B-25-1744	
7/9/25	6345 E RENO AVE, 73110	Michael Brown	B-25-1780	
7/9/25	6345 E RENO AVE, 73110	Michael Brown	B-25-1781	
7/9/25	6345 E RENO AVE, 73110	Michael Brown	B-25-1782	
7/9/25	6345 E RENO AVE, 73110	Michael Brown	B-25-1783	
7/14/25	9110 HARMONY DR, 73130	Green Country Electric	B-25-1686	
7/21/25	8743 E RENO AVE	Matt Crawford	B-25-1879	$500.00
7/21/25	2804 PARKLAWN DR	Matt Crawford	B-25-1880	$500.00
7/28/25	231 W MACARTHUR DR, Midwest City, OK, 73110	levi lanham	B-25-1952	$18,000.00
7/31/25	6120 E RENO AVE, 73110	James Griffin	B-25-1987	$21,095.61
				$40,095.61

Com General Mechanical Permit

Issued	Location	Applicant	Case #	Value
7/7/25	1821 S DOUGLAS BLVD, Midwest City, OK, 73130	Benjamin Wagner	B-25-1736	$32,000.00
7/22/25	7515 SE 15TH ST, Midwest City, OK, 73110	Jared Ammon Alviso	B-25-1881	$173,700.00
7/28/25	231 W MACARTHUR DR, 73110	levi lanham	B-25-1954	$13,000.00
7/30/25	800 S MIDWEST BLVD, 73110	Norris Nowlin	B-25-1974	$10,000.00
7/31/25	2908 N GLENHAVEN DR, 73110	Joshua Adams	B-25-2010	
				$228,700.00

Com General Plumbing Permit

Issued	Location	Applicant	Case #	Value
7/2/25	2009 S POST RD, Midwest City, OK, 73130	James Wilkerson	B-25-1738	$1,000.00
7/14/25	9018 NE 10TH ST, 73130	Christopher Clark	B-25-1834	$500.00
7/17/25	7515 SE 15TH ST, Midwest City, OK, 73110	charles estrada	B-25-1811	$232,824.40
7/22/25	1313 N AIR DEPOT BLVD, Midwest City, OK, 73110	earl braggs	B-25-1890	
7/23/25	213 ELM ST, Midwest City, OK, 73110	TREVOR H ROGERS	B-25-1895	
7/30/25	1200 S AIR DEPOT BLVD, 73110	HERMAN'S PLUMBING	B-25-1993	$14,700.00
				$249,024.40

Com New Certificate of Occupancy

Issued	Location	Applicant	Case #	Value
7/8/25	2150 S DOUGLAS BLVD, G Midwest City, OK, 73130	rian allawzi	B-25-1679	

Com New Const Electrical Permit

Issued	Location	Applicant	Case #	Value
7/1/25	9309 SE 29TH ST, Midwest City, OK, 73130	Matt Backus	B-25-1707	$0.00
7/15/25	10021 SE 15TH ST, Midwest City, OK, 73130	Kenny Doyle	B-25-1487	
7/17/25	213 ELM ST, Midwest City, OK, 73110	Blaine Barnes	B-25-1748	$921,298.36
7/28/25	1224 S AIR DEPOT BLVD, Midwest City, OK, 73110	Brandon Russell	B-25-1918	$164,500.00
				$1,085,798.36

Com New Const Mechanical Permit

Issued	Location	Applicant	Case #	Value
7/29/25	1224 S AIR DEPOT BLVD, Midwest City, OK, 73110	Michael Riley	B-25-1967	$185,000.00
				$185,000.00

Com New Const Plumbing Permit

Issued	Location	Applicant	Case #	Value
7/7/25	9309 SE 29TH ST, Q Midwest City, OK, 73130	Colby Hendrix	B-25-1754	
7/21/25	7400 E RENO AVE, Midwest City, OK, 73110	Justin Rogers	B-25-1439	
7/21/25	9006 ANGELA DR, Midwest City, OK, 73130	Donald Mohmed	B-25-1875	
7/22/25	2515 S POST RD, Midwest City, OK, 73130	JC Glidewell	B-25-1885	
7/23/25	2515 S POST RD, 73130	Patriot construction services	B-25-1882	$0.00
7/29/25	1224 S AIR DEPOT BLVD, Midwest City, OK, 73110	Michael Riley	B-25-1966	$200,000.00
7/30/25	231 W MACARTHUR DR, Midwest City, OK, 73110	Christopher Cox	B-25-1989	
				$200,000.00

Com Remodel Bldg Permit

Issued	Location	Applicant	Case #	Value
7/2/25	7901 NE 10TH ST, 209A 73110	Cheryl Jackson	B-25-1112	$1,400.00
7/2/25	7201 SE 29TH ST, 209 & 210 73110	Imperial Designs	B-25-1096	$125,000.00
7/16/25	1224 S AIR DEPOT BLVD, Midwest City, OK, 73110	James Farrell	B-25-0494	$1,135,000.00
7/17/25	7529 SE 15TH ST, Midwest City, OK, 73110	Tom Hamilton	B-25-0776	$550,000.00
7/21/25	5855 SE 15TH ST, 73110	Tara Sullivan	B-25-0800	$250,000.00
7/23/25	2301 S AIR DEPOT BLVD, 73110	jeffrey sorrels	B-25-1798	$6,500.00
7/28/25	10011 SE 15TH ST, Midwest City, OK, 73130	Built-More	B-25-0968	$2,200,000.00
7/31/25	1168 N DOUGLAS BLVD, BLDG 100 73130	ZUBEK, FRANK	B-25-1922	$8,000.00
				$4,275,900.00

Com Sign Permit

Issued	Location	Applicant	Case #	Value
7/10/25	1224 S AIR DEPOT BLVD, 73110	Metro Sign	B-25-1455	$23,000.00

7/10/25	1200 S AIR DEPOT BLVD, K,L,M, Midwest City, OK, 73110	Brittany Lander	B-25-1633	$4,500.00
7/21/25	2308 S AIR DEPOT BLVD, Midwest City, OK, 73110	Anna Moore	B-25-1828	$2,036.80
				$29,536.80

Building - Public & Semi-Public

School New Const Bldg Permit

Issued	Location	Applicant	Case #	Value
7/14/25	213 ELM ST, Midwest City, OK, 73110	MA+	B-24-3254	$11,700,000.00
				$11,700,000.00

Building - Residential

Res Accessory Bldg Permit

Issued	Location	Applicant	Case #	Value
7/2/25	721 N POPLAR LN, Midwest City, OK, 73130	David Wallar	B-25-1599	
7/8/25	514 E BOEING DR, 73110	JAMES BRITTON	B-25-1747	
7/23/25	10108 ISAAC DR, Midwest City, OK, 73130	LISA PRIDEAUX	B-25-1901	$750.00
7/24/25	1804 SANDRA DR, 73110	Dale A. Newsom	B-25-1816	$9,500.00
				$10,250.00

Res Carport Permit

Issued	Location	Applicant	Case #	Value
7/25/25	1228 WESTMORELAND AVE, Midwest City, OK, 73130	Joe Ward	B-25-1891	$4,800.00
				$4,800.00

Res Driveway Permit

Issued	Location	Applicant	Case #	Value
7/7/25	10600 KRISTIE LN, Midwest City, OK, 73130	Marco Melendez	B-25-1759	$10,000.00
7/9/25	509 W RICKENBACKER DR, Midwest City, OK, 73110	Gilbert Urias	B-25-1786	$3,500.00
7/15/25	2120 TURNER DR, Midwest City, OK, 73110	Gilbert Urias	B-25-1835	$2,380.00
7/23/25	10733 PAINTED TURTLE WAY, 73130	Yesica Marrufo	B-25-1902	$0.00
7/23/25	10734 PAINTED TURTLE WAY, Midwest City, OK, 73130	Yesica Marrufo	B-25-1903	$0.00
7/28/25	10730 PAINTED TURTLE WAY, Midwest City, OK, 73130	Yesica Marrufo	B-25-1959	$0.00
7/28/25	10729 PAINTED TURTLE WAY, Midwest City, OK, 73130	Yesica Marrufo	B-25-1960	$0.00
				$15,880.00

Res Fence Permit

Issued	Location	Applicant	Case #	Value
7/7/25	7905 NE 18TH ST, Midwest City, OK, 73141	Edgar Ramos	B-25-1703	$1,300.00
7/8/25	319 ELM ST, 73110	Brandy heinrich	B-25-1669	$2,138.00
7/14/25	114 FRIENDLY RD, Midwest City, OK, 73130	LARRY OGEE	B-25-1739	$5,000.00
7/15/25	10484 CATTAIL TER, MIDWEST CITY, OK, 73130	Home Creations	B-25-1735	$2,244.00

7/28/25	9828 CREST DR, Midwest City, OK, 73130	Bradley Ray	B-25-1905	$2,000.00

$12,682.00

Res General Electrical Permit

Issued	Location	Applicant	Case #	Value
7/10/25	1344 TINA DR, Midwest City, OK, 73110	Kaleb McReynolds - Barnett Electrical LLC	B-25-1800	$0.00
7/10/25	2005 SAINT MARK, 73141	Rudy Segura	B-25-1812	$0.00
7/14/25	10301 SE 29TH ST, 418, 73130	David Krag	B-25-1771	
7/14/25	10301 SE 29TH ST, 621, 73130	David Krag	B-25-1772	
7/14/25	229 WIMBLEDON RD, Midwest City, OK, 73130	Maxey Trey	B-25-1821	$6,500.00
7/14/25	206 HELM DR, 73130	Brandon Pitts	B-25-1823	
7/14/25	716 WOODLAND DR, Midwest City, OK, 73130	Luis	B-25-1775	$14,000.00
7/15/25	10056 PRIMROSE LN, 73130	kevin larrison	B-25-1804	$8,000.00
7/16/25	10209 NE 12TH ST, SHOP Midwest City, OK, 73130	Kenny Doyle	B-25-1848	$2,000.00
7/16/25	132 W SILVER MEADOW DR, 73110	Brandon Pitts	B-25-1849	
7/18/25	930 TRAVIS CT, Midwest City, OK, 73130	Maxey Trey	B-25-1859	
7/22/25	1117 E LOCKHEED DR, Midwest City, OK, 73110	Garys Electric	B-25-1850	
7/23/25	915 CHOCTAW RIDGE RD, 73130	Brett Duplantis	B-25-1824	$2,500.00
7/23/25	900 ESTHER AVE, 73130	Brandon Pitts	B-25-1917	$0.00
7/23/25	1005 W HAVENWOOD DR, Midwest City, OK, 73110	Maxey Trey	B-25-1878	$7,500.00
7/24/25	1612 PENNINGTON CIR, Midwest City, OK, 73130	Brock Flanary	B-25-1933	$500.00
7/28/25	9808 NE 5TH ST, Midwest City, OK, 73130	Shevon Blair	B-25-1953	$0.00
7/31/25	1220 JET DR, 73110	Chris Wagner	B-25-2015	
7/31/25	9625 NAWASSA DR, 73130	kevin larrison	B-25-1940	$8,000.00

$49,000.00

Res General Mechanical Permit

Issued	Location	Applicant	Case #	Value
7/3/25	608 ERCOUPE CT, Midwest City, OK, 73110	Polly Black	B-25-1740	$0.00
7/3/25	3909 PENNY DR, Midwest City, OK, 73110	Ward Christopher	B-25-1660	$14,000.00
7/3/25	10701 LE JEAN DR, Midwest City, OK, 73130	Jason Jordan	B-25-1734	$0.00
7/7/25	10900 TURTLEWOOD BLVD, Midwest City, OK, 73130	Rita Wiggins	B-25-1685	$8,752.00
7/7/25	1816 TIM DR, Midwest City, OK, 73141	Rita Wiggins	B-25-1655	$8,744.00
7/7/25	751 GLENHAVEN VILLAS CT, 73110	Rita Wiggins	B-25-1732	$22,701.00
7/7/25	10412 SE 25TH ST, 73130	advent mechanical	B-25-1705	$7,000.00
7/7/25	2405 N KEY BLVD, Midwest City, OK, 73110	JIMMY CARTER	B-25-1757	
7/8/25	9417 SE 29TH ST, Midwest City, OK, 73130	brandon clark	B-25-1773	
7/9/25	11212 THAYER ST, 73130	wendy	B-25-1788	
7/10/25	1909 N MIDWEST BLVD, Midwest City, OK, 73141	Duane B Smith	B-25-1801	$0.00
7/10/25	2611 TURTLE WAY, MIDWEST CITY, OK, 73130	David Polk	B-25-1776	
7/14/25	209 W KERR DR, Midwest City, OK, 73110	Ward Christopher	B-25-1799	
7/14/25	112 E COE DR, Midwest City, OK, 73110	Ward Christopher	B-25-1825	$17,000.00

7/15/25	2516 N TOWRY DR, Midwest City, OK, 73110	Crystal Swearingen	B-25-1817	
7/15/25	11647 E ROBIN RD, 73130	Suntech Heat & Air	B-25-1806	$14,480.00
7/15/25	1504 STONECROP DR, Midwest City, OK, 73110	Erik Barron	B-25-1837	
7/15/25	1506 STONECROP DR, Midwest City, OK, 73110	Erik Barron	B-25-1840	
7/15/25	1507 STONECROP DR, Midwest City, OK, 73110	Erik Barron	B-25-1841	
7/15/25	1505 STONECROP DR, Midwest City, OK, 73110	Erik Barron	B-25-1838	
7/18/25	930 TRAVIS CT, Midwest City, OK, 73130	Ward Christopher	B-25-1872	
7/18/25	1005 W HAVENWOOD DR, Midwest City, OK, 73110	Ward Christopher	B-25-1860	
7/18/25	398 CANTERBURY RD, Midwest City, OK, 73130	Rita Wiggins	B-25-1785	$10,013.00
7/21/25	221 BYRD DR, MIDWEST CITY, OK, 0	Richard Shields	B-25-1845	
7/22/25	529 E FAIRCHILD DR, Midwest City, OK, 73110	Amy Cameron	B-25-1874	$11,650.00
7/22/25	3601 BELLA VISTA, Midwest City, OK, 73110	Jon Hill	B-25-1892	
7/23/25	2549 TURTLE WAY	David Polk	B-25-1898	
7/23/25	1708 MARKWOOD ST, 73130	ADVENT mechanical	B-25-1907	$8,000.00
7/23/25	306 E RIDGEWOOD DR, Midwest City, OK, 73110	Rita Wiggins	B-25-1888	$8,400.00
7/23/25	275 N WESTMINSTER RD, Midwest City, OK, 73130	Ward Christopher	B-25-1906	$2,900.00
7/25/25	800 LOTUS AVE, Midwest City, OK, 73130	Juan chacon	B-25-1909	$8,000.00
7/29/25	1302 ALAN LN, Midwest City, OK, 73130	CLAUDE DRABEK	B-25-1924	
7/30/25	924 ARTHUR DR, Midwest City, OK, 73110	Marcs Kupczynski	B-25-1976	
				$141,640.00

Res General Plumbing Permit

Issued	Location	Applicant	Case #	Value
7/3/25	9925 CREST DR, Midwest City, OK, 73130	Holly Ray	B-25-1745	$24,500.00
7/3/25	1728 S WILLOW WIND DR, Midwest City, OK, 73130	Holly Ray	B-25-1746	$3,076.36
7/3/25	101 E NORTHRUP DR, Midwest City, OK, 73110	Lovis Moomey-Bruce	B-25-1749	
7/8/25	408 E JARMAN DR, Midwest City, OK, 73110	MARIAN BENDER	B-25-1769	$2,860.00
7/9/25	1100 N RED BUD DR, Midwest City, OK, 73110	Chad Reid	B-25-1787	$0.00
7/9/25	5808 SE 7TH ST, Midwest City, OK, 73110	Holly Ray	B-25-1774	$4,000.86
7/9/25	805 E FROLICH DR, 73110	MARIAN BENDER	B-25-1793	$2,970.00
7/9/25	9213 ORCHARD BLVD, 73130	MARIAN BENDER	B-25-1794	$2,930.00
7/9/25	409 BUCKBOARD LN, 73130	brent harpole	B-25-1795	$1,000.00
7/10/25	229 WIMBLEDON RD, 73130	Holly Ray	B-25-1813	$4,150.76
7/11/25	1600 WALTZ WAY, 73130	John Dodds	B-25-1808	$500.00
7/14/25	400 N MARSHALL DR, Midwest City, OK, 73110	Daniel Chesnut	B-25-1822	$0.00
7/15/25	10056 PRIMROSE LN, 73130	Gerald Convery Jr	B-25-1807	$750.00
7/15/25	11001 SE 28TH ST, 73130	John Dodds	B-25-1827	$500.00
7/17/25	10301 SE 29TH ST, 621 Midwest City, OK, 73130	STANLEY PLUMBING SERVICES LLC	B-25-1753	$0.00

7/17/25	10301 SE 29TH ST, 606 Midwest City, OK, 73130	STANLEY PLUMBING SERVICES LLC	B-25-1855	$0.00
7/17/25	10301 SE 29TH ST, 705 Midwest City, OK, 73130	STANLEY PLUMBING SERVICES LLC	B-25-1856	$0.00
7/17/25	1900 SHIRLEY DR, 73020	MARIAN BENDER	B-25-1858	$0.00
7/17/25	800 LOTUS AVE, Midwest City, OK, 73130	martin castillo	B-25-1868	
7/17/25	10301 SE 29TH ST, 418 Midwest City, OK, 73130	STANLEY PLUMBING SERVICES LLC	B-25-1752	
7/18/25	1205 GRAND MANOR, Midwest City, OK, 73130	Holly Ray	B-25-1870	$3,607.84
7/18/25	1504 STONECROP DR, Midwest City, OK, 73110	Story's Plumbing & More, LLC	B-25-1865	$10,000.00
7/18/25	1506 STONECROP DR, Midwest City, OK, 73110	Story's Plumbing & More, LLC	B-25-1866	$10,000.00
7/22/25	1503 STONECROP DR, Midwest City, OK, 73110	Colter R Nolan	B-25-1886	
7/22/25	1507 STONECROP DR, Midwest City, OK, 73110	Colter R Nolan	B-25-1887	
7/23/25	821 PROCTER PL, Midwest City, OK, 73110	STANLEY PLUMBING SERVICES LLC	B-25-1908	
7/24/25	303 W MARSHALL DR, Midwest City, OK, 73110	Tim Kidd	B-25-1925	
7/24/25	2117 FLANNERY DR, 73110	MARIAN BENDER	B-25-1919	$2,030.50
7/24/25	217 BRACK PL, Midwest City, OK, 73130	ANGELA HALL	B-25-1935	$0.00
7/24/25	10036 PRIMROSE LN, 73130	gary Sumner	B-25-1928	
7/29/25	1212 RIVERWIND DR, 73130	MARIAN BENDER	B-25-1985	$4,560.00
7/31/25	3205 ROLLING LN, 73110	Gregory Bryant	B-25-2009	$4,500.00
7/31/25	309 E ROSE DR, Midwest City, OK, 73110	Brad Brand	B-25-2013	
7/31/25	9625 NAWASSA DR, Midwest City, OK, 73130	Gerald Convery Jr	B-25-1932	$750.00
7/31/25	1638 EMBER LN, 73130	Brent Harpole	B-25-1975	$400.00
				$83,086.32

Res New Const Electrical Permit

Issued	Location	Applicant	Case #	Value
7/1/25	118 FRIENDLY RD, Midwest City, OK, 73130	Jennifer Dick	B-25-1727	
7/1/25	122 FRIENDLY RD, Midwest City, OK, 73130	Jennifer Dick	B-25-1728	
7/1/25	2516 MARSH LN, Midwest City, OK, 73130	Lisa Skipper	B-25-1722	
7/9/25	2611 TURTLE WAY, Midwest City, OK, 73130	Lisa Skipper	B-25-1790	
7/9/25	2901 TREIGHT CREEK LN, 73110	JUSTIN SEATON	B-25-1792	$0.00
7/10/25	1409 OELKE DR, Midwest City, OK, 73110	Michele Hartman	B-25-1814	$8,000.00
7/15/25	2615 TURTLE WAY, Midwest City, OK, 73130	Lisa Skipper	B-25-1831	
7/15/25	2711 TURTLE WAY, Midwest City, OK, 73130	Lisa Skipper	B-25-1832	
7/16/25	2913 TREIGHT CREEK LN, 73110	JUSTIN SEATON	B-25-1852	
7/16/25	2911 TREIGHT CREEK LN, 73110	JUSTIN SEATON	B-25-1853	$0.00
7/28/25	2933 TREIGHT CREEK LN, 73110	JUSTIN SEATON	B-25-1948	
7/28/25	2932 TREIGHT CREEK LN, 73110	JUSTIN SEATON	B-25-1951	
7/28/25	2924 TREIGHT CREEK LN, 73110	JUSTIN SEATON	B-25-1950	$0.00
7/28/25	2927 TREIGHT CREEK LN, 73110	JUSTIN SEATON	B-25-1949	$0.00
7/30/25	2549 TURTLE WAY, 73130	Lisa Skipper	B-25-1833	
7/30/25	2903 TREIGHT CREEK LN, 73110	JUSTIN SEATON	B-25-2000	$0.00
7/30/25	2905 TREIGHT CREEK LN, 73110	JUSTIN SEATON	B-25-2001	

$8,000.00

Res New Const Mechanical Permit

Issued	Location	Applicant	Case #	Value
7/7/25	2619 TURTLE WAY, MIDWEST CITY, OK, 73130	David Polk	B-25-1758	
7/7/25	2711 TURTLE WAY, Midwest City, OK, 73130	Justin Dirks	B-25-1687	
7/14/25	2615 TURTLE WAY, MIDWEST CITY, OK, 73130	Justin Dirks	B-25-1820	
7/14/25	2911 TREIGHT CREEK LN, 73110	Alphonse Carollo	B-25-1268	
7/14/25	2913 TREIGHT CREEK LN, 73110	Alphonse Carollo	B-25-1269	
7/24/25	13195 RED OAK DR, 73020	Air Conditioning Concepts, OK	B-25-1926	$0.00
7/29/25	2903 TREIGHT CREEK LN, 73110	Alphonse Carollo	B-25-1263	
7/29/25	2905 TREIGHT CREEK LN, 73110	Alphonse Carollo	B-25-1264	
7/29/25	2907 TREIGHT CREEK LN, 73110	Alphonse Carollo	B-25-1266	
7/29/25	2909 TREIGHT CREEK LN, 73110	Alphonse Carollo	B-25-1267	
7/30/25	2915 TREIGHT CREEK LN, 73110	Alphonse Carollo	B-25-1270	
7/30/25	2917 TREIGHT CREEK LN, 73110	Alphonse Carollo	B-25-1271	

$0.00

Res New Const Plumbing Permit

Issued	Location	Applicant	Case #	Value
7/17/25	2916 TREIGHT CREEK LN, 73110	Colter R Nolan	B-25-1861	
7/17/25	2918 TREIGHT CREEK LN, 73110	Colter R Nolan	B-25-1862	
7/17/25	2920 TREIGHT CREEK LN, 73110	Colter R Nolan	B-25-1863	
7/17/25	2922 TREIGHT CREEK LN, 73110	Colter R Nolan	B-25-1864	
7/23/25	2924 TREIGHT CREEK LN, 73110	Colter R Nolan	B-25-1911	
7/23/25	2926 TREIGHT CREEK LN, 73110	Colter R Nolan	B-25-1912	
7/25/25	524 E GRUMMAN DR, Midwest City, OK, 73110	Derek Davis	B-25-1659	$0.00
7/29/25	2928 TREIGHT CREEK LN, 73110	Colter R Nolan	B-25-1970	
7/29/25	2930 TREIGHT CREEK LN, 73110	Colter R Nolan	B-25-1971	
7/29/25	2932 TREIGHT CREEK LN, 73110	Colter R Nolan	B-25-1972	
7/29/25	2934 TREIGHT CREEK LN, 73110	Colter R Nolan	B-25-1973	

$0.00

Res Patio Cover Permit

Issued	Location	Applicant	Case #	Value
7/22/25	2129 TURNER DR, Midwest City, OK, 73110	kiam construction	B-25-1851	$0.00

$0.00

Res Retaining Wall Permit

Issued	Location	Applicant	Case #	Value
7/17/25	9708 KENT DR, Midwest City, OK, 73130	Lane VanSchuyver	B-25-1830	$6,200.00
7/17/25	10826 BLUE SKY DR, 73130	Mario Rodolfo Milla	B-25-1764	$8,000.00
7/21/25	10829 ASHTON TER, 73130	FRANTZ, DAVID	B-25-1819	$6,000.00

$20,200.00

Res Roofing Permit

Issued	Location	Applicant	Case #	Value
7/1/25	2908 N GLENHAVEN DR, MIDWEST CITY, OK, 73110	Nathaniel Rodriguez	B-25-1711	$21,019.00
7/1/25	2908 N GLENHAVEN DR, Midwest City, OK, 73110	Nathaniel Rodriguez	B-25-1712	$21,019.00
7/1/25	2908 N GLENHAVEN DR, Midwest City, OK, 73110	Nathaniel Rodriguez	B-25-1713	$21,019.00

7/1/25	2908 N GLENHAVEN DR, Midwest City, OK, 73110	Nathaniel Rodriguez	B-25-1714	$21,019.00
7/1/25	2908 N GLENHAVEN DR, Midwest City, OK, 73110	Nathaniel Rodriguez	B-25-1715	$21,019.00
7/1/25	2908 N GLENHAVEN DR, Midwest City, OK, 73110	Nathaniel Rodriguez	B-25-1716	$21,019.00
7/1/25	2908 N GLENHAVEN DR, Midwest City, OK, 73110	Nathaniel Rodriguez	B-25-1717	$21,019.00
7/1/25	2908 N GLENHAVEN DR, Midwest City, OK, 73110	Nathaniel Rodriguez	B-25-1718	$21,019.00
7/1/25	2908 N GLENHAVEN DR, Midwest City, OK, 73110	Nathaniel Rodriguez	B-25-1719	$4,137.00
7/1/25	2908 N GLENHAVEN DR, Midwest City, OK, 73110	Nathaniel Rodriguez	B-25-1720	$4,137.00
7/1/25	2908 N GLENHAVEN DR, Midwest City, OK, 73110	Nathaniel Rodriguez	B-25-1721	$4,137.00
7/2/25	3425 ROLLING LN, Midwest City, OK, 73110	Hicks Roofing	B-25-1729	$8,700.00
7/3/25	1028 HOLLY DR, Midwest City, OK, 73110	Samaria Roofing	B-25-1751	$15,000.00
7/3/25	3217 BELLA VISTA, Midwest City, OK, 73110	Parker Brothers Construction and Roofing inc.	B-25-1755	$22,000.00
7/3/25	306 W MIMOSA DR, Midwest City, OK, 73110	Parker Brothers Construction and Roofing inc.	B-25-1731	$5,600.00
7/9/25	10117 CATON PL, Midwest City, OK, 73130	Michele Clark	B-25-1778	$8,500.00
7/9/25	10305 BELLVIEW DR, Midwest City, OK, 73130	Michele Clark	B-25-1777	$9,500.00
7/9/25	326 BENT TREE DR, Midwest City, OK, 73130	MHM Construction Inc	B-25-1784	$16,500.00
7/9/25	3408 OAK GROVE, Midwest City, OK, 73110	Steven Shaw	B-25-1779	$24,000.00
7/10/25	1504 PARKWOODS TER, 73110	Josh Tucker	B-25-1797	$13,000.00
7/10/25	1708 SHANNON DR, Midwest City, OK, 73130	Jeremy Toubl	B-25-1803	$22,156.00
7/10/25	9200 CASSIDY CT, Midwest City, OK, 73130	Parker Brothers Construction and Roofing inc.	B-25-1805	$19,400.00
7/14/25	226 W MICHAEL DR, Midwest City, OK, 73110	Aegis Roofing LLC	B-25-1818	$9,867.00
7/15/25	1012 HOLLY DR, Midwest City, OK, 73110	JOSH BARRETT	B-25-1839	$13,000.00
7/15/25	9624 NE 4TH ST, Midwest City, OK, 73130	180 Unlimited	B-25-1843	$15,000.00
7/15/25	7725 NE 16TH ST, Midwest City, OK, 73110	Logan Litz	B-25-1846	$0.00
7/16/25	9025 BROOKWOOD DR, Midwest City, OK, 73130	Barry Hutchison	B-25-1857	$15,000.00
7/17/25	233 W GLENHAVEN DR, 73110	Jamie Erickson	B-25-1854	$11,700.00
7/21/25	1001 S POST RD, Midwest City, OK, 73130	Angel Roofing Co	B-25-1877	$0.00
7/21/25	2025 LAKESIDE DR, Midwest City, OK, 73130	Parker Brothers Construction and Roofing inc.	B-25-1869	$15,500.00
7/22/25	1801 WALTZ WAY, Midwest City, OK, 73130	Foundry Construction Group, LLC	B-25-1867	$19,000.00
7/22/25	9608 SONATA CT, Midwest City, OK, 73130	CAROL HAMILTON	B-25-1896	$12,500.00
7/23/25	516 E CURTIS DR, Midwest City, OK, 73110	Tamie Kiezel	B-25-1904	$10,000.00
7/23/25	2321 AVERY AVE, Midwest City, OK, 73130	McRoof.us	B-25-1899	$10,000.00
7/23/25	1404 RIVERWIND DR, Midwest City, OK, 73130	Cantrell Exteriors	B-25-1916	$20,000.00

7/23/25	508 N POPLAR LN, Midwest City, OK, 73130	Lane's Roofing & Construction	B-25-1913	$0.00
7/24/25	225 WIMBLEDON RD, Midwest City, OK, 73130	Lira Roofing & Contruction	B-25-1927	$18,000.00
7/28/25	1721 WALTZ WAY, 73130	Don Davis	B-25-1944	$12,000.00
7/28/25	109 W LILAC CT, 73110	Faith tenBroek	B-25-1945	$8,000.00
7/29/25	3601 MOCKINGBIRD LN, 73110	Amber kuhns Priority One National Inc.	B-25-1962	$14,200.00
7/29/25	3909 BELLA VISTA, Midwest City, OK, 73110	Tamie Kiezel	B-25-1969	$10,000.00
7/29/25	512 COUNTRY CLUB CIR, Midwest City, OK, 73110	Parker Brothers Construction and Roofing inc.	B-25-1977	$13,100.00
7/29/25	288 CAMBRIDGE DR, Midwest City, OK, 73110	Parker Brothers Construction and Roofing inc.	B-25-1978	$18,500.00
7/29/25	200 W MIMOSA DR, Midwest City, OK, 73110	Rod Vernon	B-25-1981	$20,000.00
7/30/25	12110 TUSCANY RIDGE RD, 73130	Macye Jones	B-25-2003	$24,500.00
7/30/25	207 VILLAGE OAKS DR, Midwest City, OK, 73130	HEINTZELMAN CONSTRUCTION & ROOFING LLC	B-25-1923	$11,000.00
7/30/25	209 VILLAGE OAKS DR, Midwest City, OK, 73130	HEINTZELMAN CONSTRUCTION & ROOFING LLC	B-25-2005	$11,000.00
7/30/25	3417 HILLSIDE DR, DEL CITY, OK, 73115	Don Davis	B-25-1943	$16,000.00
7/31/25	232 RUSSELL DR, Midwest City, OK, 73110	SH VAUGHN CONSTR CO	B-25-1936	$16,000.00
7/31/25	8820 CEDAR LN, Midwest City, OK, 73110	Parker Brothers Construction and Roofing inc.	B-25-2006	$8,140.00
7/31/25	332 E STEED DR, Midwest City, OK, 73110	Parker Brothers Construction and Roofing inc.	B-25-2007	$10,000.00
7/31/25	6646 SE 5TH ST, Midwest City, OK, 73110	Parker Brothers Construction and Roofing inc.	B-25-2014	$17,800.00
				$724,726.00

Res Single-Fam New Const Bldg Permit

Issued	Location	Applicant	Case #	Value
7/21/25	524 E GRUMMAN DR, 73110	Two Structures LLC	B-25-1680	$160,816.00
				$160,816.00

Res Single-Fam Remodel Building Permit

Issued	Location	Applicant	Case #	Value
7/1/25	600 E ROSE DR, Midwest City, OK, 73110	Jay Marshall	B-25-1619	$10,000.00
7/8/25	9808 NE 5TH ST, 73130	Jared Deardorff	B-25-1682	$3,000.00
7/10/25	2005 SAINT MARK, 73141	Jesus Quinoez	B-25-1701	$1,500.00
7/17/25	800 LOTUS AVE, Midwest City, OK, 73130	Alexander Vaidovits	B-25-1847	$40,000.00
7/21/25	8817 NE 10TH ST, Midwest City, OK, 73110	Wes Brown	B-25-1810	$125,000.00
7/22/25	2129 TURNER DR, Midwest City, OK, 73110	anthony dowdy	B-25-1791	$55,000.00
7/25/25	8616 NE 16TH ST, Midwest City, OK, 73110	Frances Snell	B-25-1884	$25,000.00
7/25/25	104 E NORTHRUP DR, Midwest City, OK, 73110	Lakeside Roofing and Construction	B-25-1893	$30,000.00
				$289,500.00

Res Solar Permit

Issued	Location	Applicant	Case #	Value
7/2/25	9116 SUN COUNTRY DR, 73130	Terry Isaacs	B-25-1312	$40,000.00

7/10/25	9404 LYRIC LN, Midwest City, OK, 73130	Brett Will	B-25-1726	$10,998.40
7/14/25	915 CHOCTAW RIDGE RD, 73130	Anthony Duplantis	B-25-1760	$21,698.96
				$72,697.36

Res Storm Shelter Permit

Issued	Location	Applicant	Case #	Value
7/7/25	10328 BELLVIEW DR, 73130	Larry Kinley	B-25-1340	$5,000.00
7/22/25	12000 TUSCANY RIDGE RD, 73130	Renay Reed	B-25-1706	$4,695.00
7/22/25	118 FRIENDLY RD, 73130	Renay Reed	B-25-1741	$2,945.00
7/24/25	114 FRIENDLY RD, Midwest City, OK, 73130	Bryan Funderburgh	B-25-1889	$2,900.00
7/31/25	2905 DEL REY CIR, Midwest City, OK, 73110	Randy Flake	B-25-1947	$7,200.00
				$22,740.00

zzRes House Moving (In) Permit

Issued	Location	Applicant	Case #	Value
7/2/25	10301 SE 29TH ST, 606 73130	DIAMOND HOME TRANSPORT	B-25-1710	$60,000.00
7/9/25	10301 SE 29TH ST, 705, 73130	BENNETT TRUCK TRANSPORT	B-25-1770	$60,000.00
				$120,000.00

Grand Total: $19,850,072.85

100 N Midwest Boulevard - Midwest City, OK 73110

Inspections Summary - Inspected 7/1/2025 to 7/31/2025

Inspection Description	Count
Accessory Bldg Inspection	2
Building/Electrical General Inspection	8
Buildings - CO Inspection & Sign Off	2
Com Building Final Inspection	3
Com Duct Smoke Detector Retest/Reinspection (Building)	1
Com Duct Smoke Detector Retest/Reinspection (Fire Marsh	1
Com Duct Smoke Detector Test/Inspection (Building)	1
Com Duct Smoke Detector Test/Inspection (Fire Marshal)	1
Com Electrical Ceiling Inspection	2
Com Electrical Final Inspection	2
Com Electrical Final Reinspection	1
Com Electrical Ground Inspection	3
Com Electrical Service Inspection	8
Com Electrical Service Reinspection	1
Com Electrical Wall Inspection	1
Com Fence Inspection	1
Com Fire Alarm Rough Inspection	1
Com Fire Sprinkler Final Reinspection	1
Com Fire Sprinkler Rough Inspection	1
Com Footing & Building Setback Inspection	1
Com Framing Inspection	4
Com Gas Meter Inspection	1
Com Gas Meter Reinspection	1
Com Mechanical Ceiling Inspection	1
Com Oil Separator Rough Inspection (Building)	1
Com Oil Separator Rough Inspection (Line Maintenance)	1
Com Plumbing Final Inspection	1
Com Plumbing Ground Inspection	9
Com Plumbing Ground Reinspection	1
Com Plumbing Rough-in Inspection	2
Com Sewer Service Inspection	12
Com Temporary Electrical Pole Inspection	3
Com Water Service Line Inspection	4
Commercial Meter Tap Inspection	2
Electrical Generator Inspection	1
Engineering Site Inspection (1-2 Residential)	4
Engineering Site Inspection (Residential)	2
Engineering Site Reinspection (Commercial)	1
Fire - CO Inspection & Sign Off	6
Fire Marshal General Inspection	1
Hot Water Tank Inspection	19
Hot Water Tank Reinspection	7
Line Maintenance General Inspection	1
Mechanical Change Out Inspection	19
Mechanical Change Out Reinspection	5

Placard Issued	2
Planning - CO Inspection & Sign Off	9
Plumbing/Mechanical General Inspection	4
Pre-Con Site Inspection/Meeting	3
Res Building Final Inspection	5
Res Building Final Reinspection	3
Res Carport Inspection	2
Res Drainage2 Inspection	2
Res Drainage3 Inspection	2
Res Drainage4 Inspection	2
Res Drainage4 Reinspection	1
Res Drainage5 Inspection	2
Res Driveway Inspection	7
Res Driveway Reinspection	1
Res Electrical Final Inspection	12
Res Electrical Final Reinspection	5
Res Electrical Rough-in Inspection	19
Res Electrical Rough-in Reinspection	7
Res Electrical Service Inspection	32
Res Electrical Service Reinspection	2
Res Fence Inspection	1
Res Footing & Building Setback Inspection	17
Res Footing & Building Setback Reinspection	1
Res Framing Inspection	10
Res Framing Reinspection	5
Res Gas Meter Inspection	1
Res Gas Piping Inspection	14
Res Gas Piping Reinspection	4
Res Insulation Inspection	4
Res Mechanical Final Inspection	18
Res Mechanical Final Reinspection	1
Res Mechanical Rough-in Inspection	13
Res Mechanical Rough-in Reinspection	2
Res Patio Cover Reinspection	1
Res Plumbing Final Inspection	10
Res Plumbing Final Reinspection	1
Res Plumbing Ground Inspection	17
Res Plumbing Ground Reinspection	1
Res Plumbing Rough-in Inspection	24
Res Plumbing Rough-in Reinspection	8
Res Retaining Wall Final Inspection	1
Res Retaining Wall Inspection	2
Res Roofing Inspection	10
Res Roofing Reinspection	3
Res Sewer Service Inspection	23
Res Sewer Service Reinspection	1
Res Solar Final Inspection	4
Res Storm Shelter Inspection	7
Res Temporary Electrical Pole Inspection	6
Res Termite Inspection	5
Res Water Service Line Inspection	45
Res Water Service Line Reinspection	5
Residential Meter Tap Inspection	25
Sewer Cap Inspection	2
Sewer Cap/Cave Inspection	2
Sign Inspection	3
Special Revocable Permit (Building)	1

Special Revocable Permit (Fire Marshal)	1
Stormwater Site Inspection (Residential)	3
Utilities - CO Inspection & Sign Off	6
Utilities Site Inspection (Residential)	4
Utilities Site Reinspection (Residential)	3
Total Number of Inspections:	588

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: August 26, 2025

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

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of July 2025, which is the first (1) period of FY 2025/2026.

Troy Bradley, Human Resources Director

FISCAL YEAR 2025-2026	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
PLAN INCOME												
Projected Budgeted (MTD)	968,983	968,983	968,983	968,983	968,983	968,983	968,983	968,983	968,983	968,983	968,983	968,983
Actual (MTD)	925,863											
Projected Budgeted (YTD)	968,983	1,937,966	2,906,949	3,875,932	4,844,915	5,813,898	6,782,881	7,751,864	8,720,847	9,689,830	10,658,813	11,627,796
Actual (YTD)	925,863											
PLAN CLAIMS/ADMIN COSTS	**Jul-24**	**Aug-24**	**Sep-24**	**Oct-24**	**Nov-24**	**Dec-24**	**Jan-25**	**Feb-25**	**Mar-25**	**Apr-25**	**May-25**	**Jun-25**
Projected Budgeted (MTD	885,720	885,720	1,107,150	885,720	885,720	1,107,150	885,720	885,720	1,107,150	885,720	885,720	1,107,150
Actual (MTD)	823,840											
Projected Budgeted (YTD)	885,720	1,771,440	2,878,590	3,764,310	4,650,030	5,757,180	6,642,900	7,528,620	8,635,770	9,521,490	10,407,210	11,514,360
Actual (YTD)	823,840											
EXCESS INCOME vs. EXPENDITURES	**Jul-24**	**Aug-24**	**Sep-24**	**Oct-24**	**Nov-24**	**Dec-24**	**Jan-25**	**Feb-25**	**Mar-25**	**Apr-25**	**May-25**	**Jun-25**
Projected Budgeted (MTD)	83,263	83,263	-138,167	83,263	83,263	-138,167	83,263	83,263	-138,167	83,263	83,263	-138,167
Actual (MTD)	102,023											
Projected Budgeted (YTD)	83,263	166,526	28,359	111,622	194,885	56,718	139,981	223,244	85,077	168,340	251,603	113,436
Actual (YTD)	102,023											
FISCAL YEAR 2024-2025	**Jul-24**	**Aug-24**	**Sep-24**	**Oct-24**	**Nov-24**	**Dec-24**	**Jan-25**	**Feb-25**	**Mar-25**	**Apr-25**	**May-25**	**Jun-25**
PLAN INCOME												
Projected Budgeted (MTD)	963,681	963,681	963,681	963,681	963,681	963,681	963,681	963,681	963,681	963,681	963,681	963,681
Actual (MTD)	1,438,404	897,547	910,732	1,029,474	983,958	906,254	898,970	902,636	950,624	876,782	927,455	935,273
Projected Budgeted (YTD)	963,681	1,927,362	2,891,043	3,854,724	4,818,405	5,782,086	6,745,767	7,709,448	8,673,129	9,636,810	10,600,491	11,564,172
Actual (YTD)	1,438,404	2,335,951	3,246,683	4,276,157	5,260,115	6,166,369	7,065,339	7,967,975	8,918,599	9,795,381	10,722,836	11,658,109
PLAN CLAIMS/ADMIN COSTS	**Jul-24**	**Aug-24**	**Sep-24**	**Oct-24**	**Nov-24**	**Dec-24**	**Jan-25**	**Feb-25**	**Mar-25**	**Apr-25**	**May-25**	**Jun-25**
Projected Budgeted (MTD	1,066,931	853,545	1,066,931	853,545	853,545	1,066,931	853,545	853,545	1,066,931	853,545	853,545	1,066,931
Actual (MTD)	739,422	896,199	1,040,618	888,177	960,024	1,039,942	979,095	929,105	938,811	808,945	1,028,454	922,187
Projected Budgeted (YTD)	1,066,931	1,920,476	2,987,407	3,840,952	4,694,497	5,761,428	6,614,973	7,468,518	8,535,449	9,388,994	10,242,539	11,309,470
Actual (YTD)	739,422	1,635,621	2,676,239	3,564,416	4,524,440	5,564,382	6,543,477	7,472,582	8,411,393	9,220,338	10,248,792	11,170,979
EXCESS INCOME vs. EXPENDITURES	**Jul-24**	**Aug-24**	**Sep-24**	**Oct-24**	**Nov-24**	**Dec-24**	**Jan-25**	**Feb-25**	**Mar-25**	**Apr-25**	**May-25**	**Jun-25**
Projected Budgeted (MTD)	-103,250	110,136	-103,250	110,136	110,136	-103,250	110,136	110,136	-103,250	110,136	110,136	-103,250
Actual (MTD)	698,982	1,348	-129,886	141,297	23,934	-133,688	-80,125	-26,469	11,813	67,837	-100,999	13,086
Projected Budgeted (YTD)	-103,250	6,886	-96,364	13,772	123,908	20,658	130,794	240,930	137,680	247,816	357,952	254,702
Actual (YTD)	698,982	700,330	570,444	711,741	735,675	601,987	521,862	495,393	507,206	575,043	474,044	487,130

July 1/FY 2026: $2,930,266
July 1/FY 2025: $3,040,097
July 1/FY 2024: $2,451,913
July 1/FY 2023: $2,582,040

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

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: August 26, 2025

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

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

Risk Management (202) decreased because of the payments to:

Apex Insurance Agency LLC	<$254,820>
OK Municipal Assurance Group - Liability	<$329,300>
OK Municipal Assurance Group - Property	<$514,622>

MWC Hospital Authority (425) activities for July:

Compounded Principal (9010) - unrealized gain on investment	$1,048,226
- transfer to 9050	<$1,735,971>
- transfer to 9080	<$578,657>
Discretionary (9050) - unrealized gain on investment	$453,442
- transfer from 9010	$1,735,971
H. A. Grants (9080) - transfer from 9010	$578,657

Tiatia Cromar
Tiatia Cromar
Finance Director/ City Treasurer

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

Fund Number	Fund Description	Assets	Liabilities	6/30/2025 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	10,770,569	(17,607)	10,698,872	275,421	(221,331)	54,090	10,752,962
10	GENERAL	15,018,451	(153,025)	14,881,696	3,687,344	(3,703,615)	(16,270)	14,865,426
13	STREET AND ALLEY FUND	2,128,232	-	2,116,708	25,310	(13,786)	11,524	2,128,232
14	TECHNOLOGY FUND	697,164	-	799,731	21,310	(123,877)	(102,567)	697,164
15	STREET LIGHT FEE	673,030	-	695,053	51,295	(73,319)	(22,024)	673,030
16	REIMBURSED PROJECTS	1,436,780	(1,600)	902,307	548,233	(15,359)	532,874	1,435,180
20	MWC POLICE DEPARTMENT	16,092,744	(4,092)	16,248,538	1,576,504	(1,736,390)	(159,886)	16,088,653
21	POLICE CAPITALIZATION	2,502,529	-	2,321,559	247,351	(66,381)	180,970	2,502,529
25	JUVENILE FUND	125,454	-	125,414	4,409	(4,369)	39	125,454
30	POLICE STATE SEIZURES	85,408	-	85,949	257	(797)	(540)	85,408
31	SPECIAL POLICE PROJECTS	92,848	-	92,543	305	-	305	92,848
35	EMPLOYEE ACTIVITY FUND	17,850	-	17,660	189	-	189	17,850
36	JAIL	314,632	-	313,658	7,242	(6,267)	974	314,632
37	POLICE IMPOUND FEE	151,500	-	153,907	3,456	(5,863)	(2,407)	151,500
40	MWC FIRE DEPARTMENT	10,268,550	(175)	10,334,533	1,243,766	(1,309,924)	(66,159)	10,268,374
41	FIRE CAPITALIZATION	3,132,449	-	3,122,389	75,587	(65,528)	10,059	3,132,449
45	MWC WELCOME CENTER	622,491	-	669,719	27,166	(74,394)	(47,227)	622,491
46	CONV / VISITORS BUREAU	941,115	-	911,480	50,046	(20,410)	29,636	941,115
60	CAPITAL DRAINAGE IMP	286,989	-	283,841	40,144	(36,996)	3,148	286,989
61	STORM WATER QUALITY	1,566,749	-	1,595,559	84,158	(112,968)	(28,810)	1,566,749
65	STREET TAX FUND	2,427,585	-	2,588,874	52,741	(214,030)	(161,289)	2,427,585
70	EMERGENCY OPER FUND	1,950,225	-	1,926,358	94,967	(71,100)	23,867	1,950,225
75	PUBLIC WORKS ADMIN	1,273,858	-	1,214,464	202,622	(143,228)	59,394	1,273,858
80	INTERSERVICE FUND	735,441	-	641,874	332,591	(239,024)	93,567	735,441
81	SURPLUS PROPERTY	829,475	(619,052)	207,245	6,535	(3,358)	3,177	210,422
115	ACTIVITY FUND	443,753	(3,600)	466,020	8,286	(34,153)	(25,867)	440,153
123	PARK & RECREATION	3,727,009	(12,764)	3,615,005	184,296	(85,055)	99,240	3,714,245
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	58,306	(58,306)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	292,130	-	301,962	9,978	(19,810)	(9,832)	292,130
143	GRANT FUNDS	64,025	(4,025)	60,000	42,829	(42,829)	-	60,000
157	CAPITAL IMPROVEMENTS	9,831,303	(190,094)	9,616,479	414,050	(389,319)	24,730	9,641,209
172	CAP. WATER IMP-WALKER	1,690,932	-	1,655,017	105,894	(69,980)	35,915	1,690,932
178	CONST LOAN PAYMENT REV	5,973,232	(5,216)	5,898,441	168,548	(98,973)	69,575	5,968,016
184	SEWER BACKUP FUND	171,870	-	164,471	7,399	-	7,399	171,870
186	SEWER CONSTRUCTION	4,828,378	(6,489)	4,727,583	150,005	(55,698)	94,306	4,821,889

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

Fund Number	Fund Description	Assets	Liabilities	6/30/2025 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
187	UTILITY SERVICES	1,611,199	(924)	1,560,388	138,898	(89,011)	49,887	1,610,275
188	CAP. SEWER IMP.-STROTH	2,783,652	-	2,702,775	82,915	(2,038)	80,877	2,783,652
189	UTILITIES CAPITAL OUTLAY	3,470,720	(114,970)	3,309,134	46,617	-	46,617	3,355,750
190	MWC SANITATION DEPARTMENT	8,572,524	-	8,406,772	798,989	(633,237)	165,752	8,572,524
191	MWC WATER DEPARTMENT	9,165,075	(3,285,149)	5,939,110	861,732	(920,915)	(59,183)	5,879,926
192	MWC SEWER DEPARTMENT	7,875,955	(50)	7,641,806	927,902	(693,804)	234,098	7,875,905
193	MWC UTILITIES AUTHORITY	1,385,630	-	1,382,263	3,367	-	3,367	1,385,630
194	DOWNTOWN REDEVELOPMENT	382,371	(1,172)	380,048	1,151	-	1,151	381,199
195	HOTEL/CONFERENCE CENTER	412,215	(1,038,102)	(526,343)	208,014	(307,558)	(99,544)	(625,887)
196	HOTEL 4% FF&E	975,536	-	967,216	8,321	-	8,321	975,536
197	JOHN CONRAD REGIONAL GOLF	1,801,346	(10,047)	1,723,950	235,566	(168,217)	67,350	1,791,300
201	URBAN RENEWAL AUTHORITY	2,581,851	-	2,554,079	27,772	-	27,772	2,581,851
202	RISK MANAGEMENT	675,438	(37)	1,678,061	161,462	(1,164,122)	(1,002,660)	675,401
204	WORKERS COMP	3,441,194	-	3,642,975	83,719	(285,501)	(201,781)	3,441,194
220	ANIMALS BEST FRIEND	144,657	(2,000)	141,209	7,604	(6,156)	1,449	142,657
225	HOTEL MOTEL FUND	-	-	-	84,309	(84,309)	-	-
230	CUSTOMER DEPOSITS	1,541,841	(1,541,841)	-	4,647	(4,647)	-	-
235	MUNICIPAL COURT	93,770	(93,770)	-	283	(283)	-	-
240	L & H BENEFITS	2,989,855	(51,976)	2,835,074	926,645	(823,840)	102,805	2,937,880
250	CAPITAL IMP REV BOND	1,825,925	(28,148,904)	(26,472,617)	969,033	(819,395)	149,638	(26,322,979)
270	2018 ELECTION G.O. BOND	1,968,919	-	2,266,069	14,505	(311,655)	(297,150)	1,968,919
271	2018 G.O. BONDS PROPRIETARY	306,209	-	305,288	922	-	922	306,209
272	2022 ISSUE G.O. BOND	909,557	-	906,819	2,738	-	2,738	909,557
310	DISASTER RELIEF	8,345,631	(231,590)	8,091,790	42,007	(19,757)	22,250	8,114,040
340	REVENUE BOND SINKING FUND	-	-	-	204,849	(204,849)	-	-
350	G. O. DEBT SERVICES	2,850,029	(14,576)	2,817,853	26,206	(8,605)	17,601	2,835,454
352	SOONER ROSE TIF	1,675,097	-	1,589,915	88,681	(3,500)	85,181	1,675,097
353	ECONOMIC DEV AUTHORITY	59,459,490	(50,098,005)	9,355,019	136,128	(129,662)	6,466	9,361,485
354	NORTHSIDE TIF	27,859	(267,076)	(239,301)	84	-	84	(239,217)
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	114,480,768	(4,130)	115,727,316	1,089,687	(2,340,361)	(1,250,674)	114,476,642
425-9050	MWC HOSP AUTH-DISCRETIONARY	25,603,514	(1,086)	23,574,323	2,191,175	(163,071)	2,028,104	25,602,427
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	11,320,609	(32,613)	11,304,646	2,517	(19,167)	(16,650)	11,287,996
425-9080	MWC HOSP AUTH GRANTS	1,147,719	-	569,062	578,657	-	578,657	1,147,719
425-9090	MWC HOSP AUTH OPIOID SETTLEMENT	1,416,502	(4,344)	1,407,942	4,259	(42)	4,217	1,412,159
	TOTAL	382,413,435	(85,960,102)	295,003,577	19,769,897	(18,320,138)	1,449,760	296,453,337

MIDWEST CITY

Where the Spirit Flies High

MUNICIPAL AUTHORITY

AGENDA

MUNICIPAL AUTHORITY AGENDA

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

August 26, 2025 – 6:01 PM

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

A. CALL TO ORDER.

B. 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 meeting minutes for July 22, 2025. (Secretary - S. Hancock)

2. Discussion, consideration and possible action to approve the minutes of the August 12, 2025, special meeting. (Secretary - S. Hancock)

3. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2025-2026, increase: Sanitation Department Fund, revenue/Transfers In (41) $589,496; Sewer Department Fund, revenue/Transfers In (00) $107,501; Water Department Fund, revenue/Transfers In (00) $175,279. Sewer Construction Fund, revenue/Transfers In (00) $2,130,673. Stormwater Quality Fund, revenue/Transfers In (00) $346,808. Capital Drainage Fund, revenue/Transfers In (00) $250,943. (Finance - T. Cromar)

4. Discussion, consideration, and possible action of making a matter of record Permit No. WL000055250197 from the Oklahoma Department of Environmental Quality for the construction of the Timber Ridge Elevated Storage Tank and High Service Pump Station project, Midwest City, Oklahoma. (Public Works - R. Streets)

5. Discussion, consideration, and possible action approving a contract with the Central Oklahoma Master Conservancy District to establish a rate and allocation for the acquisition of flood waters from Lake Thunderbird, upon request. (Public Works - R. Streets)

6. Discussion, consideration, and possible action of declaring miscellaneous parts and equipment as outlined in the memo from the Public Works Department as surplus and authorizing their disposal by sealed bid, public auction or by other means as necessary. (Public Works - R. Paul Streets)

7. Discussion, consideration, and possible action of amending a contract with Brewer Construction Oklahoma LLC to include Change Order No. 1 to the agreement to provide all necessary services to complete the Starview Service Line Connections project in an increased amount of $60,485.00. (Public Works - R. Streets)

8. Discussion, consideration, and possible action of declaring (10) pieces of equipment from the Public Works Department, Sanitation Division, as surplus and authorizing their disposal by sealed bid, public auction or by other means as necessary. (Public Works - R. Paul Streets)

9. Discussion, consideration, and possible action of declaring miscellaneous lawn equipment from the Water Resource Recovery Facility as surplus and authorizing disposal by sealed bid, public auction, or by other means as necessary. (Public Works - R. Paul Streets)

C. DISCUSSION ITEMS.

1. Discussion, consideration, and possible action of awarding the bid to and approving a contract with H & H Plumbing & Utilities, Inc., for $616,970.00 and 90 Calendar Days for the S.E. 29th Street and Douglas Boulevard Water Line and Sanitary Sewer Improvement project and authorizing the General Manager to execute the contract. (P. Streets - Public Works Administration)

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.

MIDWEST CITY

Where the Spirit Flies High

CONSENT AGENDA

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

Midwest City Municipal Authority Minutes

July 22, 2025

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

Vice-Chairman Pat Byrne called the meeting to order at 7:59 PM with the following member present:

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

Absent: Trustee Susan Eads, Trustee Rita Maxwell, and Chairman Matt Dukes.

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

1. Discussion, consideration and possible action to approve the minutes of the June 24, 2025 meeting.

2. Discussion, consideration and possible action of approving Resolution MA2025-04 for the Midwest City Municipal Authority, a public trust, to release unappropriated fund balances in the amount of $21,632,684 at the close of day June 30, 2025 to be made available for fiscal year 2025-2026; and amending the budget for fiscal year 2025-2026 to include the released appropriations from the fiscal year 2024-2025 budgets as supplemental appropriations; and, effective July 1, 2025, renewing encumbrance commitments canceled at the close of day June 30, 2025.

3. Discussion, consideration and possible action of approving Resolution MA2025-05 to renew the Sales Tax Agreement required for Capital Improvement Refunding Revenue Bonds, Series 2019 for FY 2025-2026.

4. Discussion, consideration, and possible action of awarding the bid to and approving a contract with Cimarron Construction Company to complete the Sanitary Sewer Aerial Crossing Support project in the amount of $390,093.00 and authorizing the General Manager to execute the contract.

5. Discussion, consideration, and possible action of awarding the bid and authorizing contracts with . Norit Americas Inc. and Brenntag Southwest, Inc., for the Water Treatment Plant Chemicals and authorizing the General Manager to execute the contracts.

6. Discussion, consideration, and possible action of declaring a flow meter, seven (7) Interceptor 400 radios, and miscellaneous light bar parts and accessories from the Stormwater Quality Division of Public Works as surplus and authorizing disposal by sealed bid, public auction, or by other means as necessary.

7. Discussion, consideration, and possible action of declaring a 2020 Hustler Lawn Mower, Serial No. 19083751, from the Water Resource Recovery Facility as surplus and authorizing disposal by sealed bid, public auction, or by other means as necessary.

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

ADJOURNMENT.

There being no further business, Vice-Chairman Byrne adjourned the meeting at 8:00 PM.

ATTEST:

_____
PAT BYRNE, Vice-Chairman

_____
SARA HANCOCK, Secretary

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

Midwest City Municipal Authority Minutes

August 12, 2025

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

Chairman Matt Dukes called the meeting to order at 6:27 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

PUBLIC DISCUSSION. There was no Public Discussion.

EXECUTIVE SESSION.

1. **Discussion, consideration, and possible action of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to confer on matters pertaining to purchase or appraisal of real property, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session concerning project "Malcolm".**

At 6:28 PM Favors made a motion to enter into Executive Session, seconded by Maxwell. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Absent: Eads. Motion Carried.

At 6:57 PM Bana made a motion to return to Open Session, seconded by Byrne. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Absent: Eads. Motion Carried.

Favors made a motion authorizing the general manager/administrator to proceed as discussed, seconded by Bana. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Absent: Eads. Motion Carried.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 6:59 PM.

ATTEST:

_____
MATTHEW D DUKES II, Chairman

_____
SARA HANCOCK, Secretary

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

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: August 26, 2025

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2025-2026, increase: Sanitation Department Fund, revenue/Transfers In (41) $589,496; Sewer Department Fund, revenue/Transfers In (00) $107,501; Water Department Fund, revenue/Transfers In (00) $175,279. Sewer Construction Fund, revenue/Transfers In (00) $2,130,673. Stormwater Quality Fund, revenue/Transfers In (00) $346,808. Capital Drainage Fund, revenue/Transfers In (00) $250,943.

The first through sixth supplements are needed to budget transfer in's to roll forward the remaining balances in Grant Fund 143 from fiscal year 2024-2025 to current fiscal year.

Tiatia Cromar
Tiatia Cromar
Finance Director

SUPPLEMENTS

August 26, 2025

Fund MWC SANITATION DEPT (190)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
41	Transfers In	589,496			
		589,496	0	0	0

Explanation:
To roll forward remaining fiscal year 2024-2025 balances in Grants Fund to current fiscal year.

Fund MWC SEWER DEPT (192)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
0	Transfers In	107,501			
		107,501	0	0	0

Explanation:
To roll forward remaining fiscal year 2024-2025 balances in Grants Fund to current fiscal year.

Fund MWC WATER DEPT (191)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
0	Transfers In	175,279			
		175,279	0	0	0

Explanation:
To roll forward remaining fiscal year 2024-2025 balances in Grants Fund to current fiscal year.

SUPPLEMENTS

August 26, 2025

Fund SEWER CONST. (186)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
0	Transfers In	2,130,673			
		2,130,673	0	0	0

Explanation:
To roll forward remaining fiscal year 2024-2025 balances in Grants Fund to current fiscal year.

Fund STORMWATER QUALITY (061)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
0	Transfers In	346,808			
		346,808	0	0	0

Explanation:
To roll forward remaining fiscal year 2024-2025 balances in Grants Fund to current fiscal year.

Fund CAPITAL DRAINAGE (060)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
0	Transfers In	250,943			
		250,943	0	0	0

Explanation:
To roll forward remaining fiscal year 2024-2025 balances in Grants Fund to current fiscal year.

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

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: August 26, 2025

Subject: Discussion, consideration, and possible action of making a matter of record Permit No. WL000055250197 from the Oklahoma Department of Environmental Quality for the construction of the Timber Ridge Elevated Storage Tank and High Service Pump Station project, Midwest City, Oklahoma.

Attached is Permit No. WL000055250197 for the construction of one (1) new 3,000 gallon per minute (gpm) high service pump station with three (3) 1,500 gpm vertical turbine pumps, one (1) new 500,000 gallon spheroid potable water elevated storage tank, 1,530 linear feet of twelve (12) inch ductile iron potable water line, all yard piping, and all appurtenances to serve the Midwest City Timber Ridge Elevated Storage Tank and High Service Pump Station, Midwest City, Oklahoma County, Oklahoma.

This item serves to make Permit No. WL000055250197 a matter of permanent record.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

Robert Singletary
Executive Director

OKLAHOMA Environmental Quality

Kevin Stitt
Governor

August 12, 2025

Mr. Tim Lyon, City Manager
City of Midwest City
100 N. Midwest Blvd
Midwest City, Oklahoma 73110

Re: Permit No. WL000055250197
MWC Timber Ridge Est and High Service Pump Station
PWSID No. OK1020806

Dear Mr. Lyon:

Enclosed is Permit No. WL000055250197 for the construction of one (1) new 3,000 gpm high service pump station with three (3) 1,500 gpm vertical turbine pumps, one (1) new 500,000 gallon spheroid potable water elevated storage tank, 1,530 linear feet of twelve (12) inch DIP potable water line, all yard piping, and all appurtenances to serve the MWC Timber Ridge Est and High Service Pump Station, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by the Department of Environmental Quality ("DEQ") on August 12, 2025. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by DEQ before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Midwest City, after which it should be made a matter of permanent record.

Approved plans and specifications are available upon request.

Respectfully,

D. Adam Divine, P.E.
Construction Permit Section
Water Quality Division

Enclosure

c: Joseph C. Haydock, P.E., Garver Engineers

PERMIT No. WL000055250197
PWSID No. OK1020806

PERMIT TO CONSTRUCT

August 12, 2025

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct one (1) new 3,000 gpm high service pump station with three (3) 1,500 gpm vertical turbine pumps, one (1) new 500,000 gallon spheroid potable water elevated storage tank, 1,530 linear feet of twelve (12) inch DIP potable water line, all yard piping, and all appurtenances to serve the MWC Timber Ridge Est and High Service Pump Station, located in Sections 7 & 10, T-11-N, R-1-W and Section 12, T-11-N, R-2-W, Oklahoma County, Oklahoma, in accordance with the plans approved August 12, 2025.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with OAC 252:631 and to comply with Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

1) This water line provides adequate fire flow in accordance with the 2009 International Fire Code through the approved hydraulic analysis. The fire flow provided is 1,000 gpm.

2) That the recipient of the permit is responsible for ensuring that the project receives supervision and inspection by competent and qualified personnel.

3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.

4) That no significant information necessary for a proper evaluation of the project has been omitted and no invalid information has been presented in applying for the permit.

5) That the Oklahoma Department of Environmental Quality ("DEQ") shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.

6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:626-19-2.

7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.

8) That any deviations from approved plans or specifications affecting capacity, flow, or operation of units must be approved by DEQ before any such deviations are made in the construction of this project.

9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that DEQ will be notified in writing of any sale or transfer of ownership of these facilities.

10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by DEQ.

11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent form, Notice of Termination form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.

12) That any notations or changes recorded on the official set of plans and specifications in DEQ files shall be part of the plans as approved.

13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.

14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.

15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Travis Herrian, P.E., Engineering Manager
Water Quality Division

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

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: August 26, 2025

Subject: Discussion, consideration, and possible action of approving a contract with the Central Oklahoma Master Conservancy District to establish a rate and allocation for the acquisition of flood waters from Lake Thunderbird, upon request.

The Central Oklahoma Master Conservancy District (COMCD) has negotiated an agreement with the United States Bureau of Reclamation for the acquisition and use of flood waters from Lake Thunderbird at a reduced rate, from the current negotiated rate. The COMCD has made available the flood waters to Midwest City (as well as Norman and Del City) at the same allocation as currently authorized. Flood water has been defined at water above the 1,039.0 foot lake level. The flood waters are provided only upon request of the City.

The COMCD has negotiated this contract with the City of Midwest City. The COMCD has also negotiated a contract with the City of Norman and the City of Del City that contains the same terms and conditions as this Midwest City contract.

This contract includes an administrative fee and a maintenance fee to be assessed only if the City requests the use of the flood waters. The COMCD approved and signed this contract at its last regularly scheduled meeting on August 7, 2025.

Action is at the discretion of the Authority.

Respectfully,

R. Paul Streets
Public Works Director

CONTRACT
by and among the
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
the
CITY OF MIDWEST CITY, OKLAHOMA
and the
MIDWEST CITY MUNICIPAL AUTHORITY
FOR A CITY OF MIDWEST CITY
TEMPORARY WATER SUPPLY

AGREEMENT TO SUPPLY TEMPORARY WATER

1. This is a Contract between the Central Oklahoma Master Conservancy District ("District") and the City of Midwest City and Midwest City Municipal Authority ("Midwest City") for a City of Midwest City Temporary Water Supply.

2. The District agrees to deliver a supply of Temporary Water to Midwest City in consideration of the City's and Municipal Authority's execution of and compliance with the terms of this Contract. The obligation of the District to supply Temporary Water to Midwest City shall arise during such time that Temporary Water is available under the terms of this Contract.

THE SUPPLY AND AVAILABILITY OF TEMPORARY WATER

3. The District has entered into a contract (No. 259E640058) with the United States, acting by and through the Secretary of the Interior, Bureau of Reclamation, to acquire the contractual right to receive delivery of Temporary Water. The contract between the District and the United States is attached to this Contract as Exhibit 1. Midwest City is a Participating Municipality as defined in that contract. The terms of that contract applicable to a Participating Municipality are incorporated in this Contract.

4. Temporary Water is defined in that contract as a supply of water made possible when infrequent and otherwise unmanageable flood flows of short duration create a temporary supply of water not storable for Norman Project water supply purposes. Temporary water is available only when the reservoir water surface elevation for Lake Thunderbird is above elevation 1039.0, the top of the conservation storage pool. This definition is adopted as the definition of Temporary Water in this Contract.

5. The District is required to comply with the provisions of contract No. 259E640058 between the District and the United States. Therefore, Temporary Water shall only be available whenever the District is reasonably able to comply with the terms of that contract. The obligation of the District to supply Temporary Water shall be in accordance with and limited by the terms of that contract.

6. The District has obtained a Term Permit No. 2022-013 from the Oklahoma Water Resources Board (OWRB) for the right to take and use such water pursuant to statutes beginning at Title 82 Okla. Stat. Section 105.1 and following and the rules of the OWRB applicable to the right to use surface water in Oklahoma. Therefore, Temporary Water shall be considered available only as authorized by the conditions of the Term Permit and during such time as the permit is in force and in accordance with its lawful provisions and requirements. The District will provide Midwest City with a copy of the Term Permit.

DELIVERY OF TEMPORARY WATER

7. Midwest City is not required to take any Temporary Water unless and until Midwest City requests the District to supply it with Temporary Water. Temporary Water shall only be considered to be available whenever Midwest City requests the District to deliver Temporary Water to Midwest City in accordance with the terms of this Contract, and when Temporary Water is otherwise available under the terms of this Contract and contract No. 259E640058.

8. Midwest City shall request delivery of Temporary Water from the District by notifying the District by email communication.

9. As soon as reasonably possible after Midwest City requests the District to supply Midwest City with Temporary Water in accordance with the provisions of this Contract, the District will deliver the water requested by Midwest City to the extent such Temporary Water is available as determined by the District. The delivery point shall be as provided in the 1961 Contract for a City of Midwest City Water Supply and its subsequent amendments and renewals.

PAYMENT FOR TEMPORARY WATER

10. The District is required to pay the United States for the amount of Temporary Water delivered that is in excess of Midwest City's water supply allocation of 40.4 percent of Municipal Water use from Lake Thunderbird in any one year. The District's payment to the United States is required by no later than December 31 of the year following the Water Year in which Temporary Water under contract No. 259E640058 was delivered to Midwest City. Therefore, by December 1 following the Water Year in which the District delivers Temporary Water to Midwest City, the District will invoice Midwest City for payment for such water as described in paragraph 12 of this Contract.

11. Midwest City will pay the District pursuant to the invoice within 30 days of receipt of the invoice.

12. The price for Temporary Water to be paid to the District by Midwest City shall be based upon the same rates and charges as for those specified in contract No. 259E640058

for payment the District to the United States for delivery of Temporary Water, plus a surcharge of twenty-five percent (25%) of the amount to be paid by the District to the United States. Midwest City shall also reimburse the District for actual electricity costs incurred by the District in delivering the supply of water under this temporary water supply contract. Midwest City shall also pay to the District any administrative fees, interest assessments, and penalties that the District shall owe to the United States to the extent such fees, assessments, or penalties arise from any breach of this Contract by Midwest City.

NOTICES

13. Notices to the District and the City of Midwest City and the Midwest City Municipal Authority shall be effective when actually received by the noticed party. Notices shall be sent to the following or future successors in the same positions:

To the District:

Kyle Arthur, General Manager
12500 Alameda Drive
Norman, Oklahoma 73026

or by e-mail to karthur@comcd.net

To the City of Midwest City and the Midwest City Municipal Authority:

R. Paul Streets, Public Works Director
8730 SE 15th Street
Midwest City, OK 73110

or by e-mail to pstreets@midwestcityok.org
[email address]

[REMAINDER OF PAGE LEFT BLANK]

AGREED this _____ day of _____, 2025.

CITY OF MIDWEST CITY

Attest:

_____ _____

MIDWEST CITY MUNICIPAL AUTHORITY

Attest:

_____ _____

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

_____
Amanda Nairn, President

Central Oklahoma Master Conservancy District • OKLAHOMA • DISTRICT SEAL

EXHIBIT 1

Contract No. 259E640058

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Norman Project, Oklahoma

WATER SERVICE CONTRACT FOR DELIVERY OF TEMPORARY WATER BETWEEN THE UNITED STATES AND THE CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Norman Project, Oklahoma

WATER SERVICE CONTRACT FOR DELIVERY OF TEMPORARY WATER BETWEEN THE UNITED STATES AND THE CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

PREAMBLE

THIS CONTRACT, executed on the date identified in the Contracting Officer's digital signature, and effective October 1, 2025, pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto particularly, but not limited to Subsection 9(c) of the Act of August 4, 1939 (53 Stat. 1187, 1194), as amended and supplemented, and the Act of June 27, 1960, (Pub. L. 86-529, 74 Stat. 225) as amended by the Lake Thunderbird Efficient Use Act of 2012 (Pub. L. 112-244, 126 Stat. 2383) all collectively known as the Federal Reclamation laws, between the UNITED STATES OF AMERICA, hereinafter called the "United States," represented by the Contracting Officer executing this Contract, and the CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT, a master conservancy district duly created and existing under the laws of the State of Oklahoma with its principal place of business in Norman, Oklahoma, hereinafter referred to as the "District." The United States and the District are sometimes referred to individually as the "Party" and collectively as the "Parties."

WITNESSETH, THAT:

EXPLANATORY RECITALS

The following statements are made in explanation:

a. WHEREAS, the Act of June 27, 1960, (Pub. L. 86-529, 74 Stat. 225), authorized the Secretary of the Interior to construct, operate, maintain, and replace (OM&R) the Norman Project in Oklahoma, hereinafter referred to as the "Project", for the purposes of storing, regulating, and furnishing water for municipal, domestic, and industrial uses, flood control and incidental uses to the foregoing including conservation and development of fish and wildlife and enhancing recreational opportunities; and

b. WHEREAS, pursuant to the Act of June 27, 1960 (Pub. L. 86-529, 74 Stat 225), the United States and the District executed Contract No. 14-06-500-590 on September 5, 1961, as amended, covering the terms and conditions of construction, OM&R, and the repayment of the reimbursable costs of the Project allocated to municipal and industrial (M&I) use; and

c. WHEREAS, the District and the United States entered into Contract No. 169E640075 on February 14, 2017, which was renewed by Contract No. 219E640007 on June 23, 2021; and

d. WHEREAS, the District has requested renewal of Contract No. 219E640007, which is set to expire on September 30, 2025; and

e. WHEREAS, the United States has determined that during any given year, there may be periods of time during which infrequent and otherwise unmanaged flood flows of short duration may create a temporary supply of water which could be made available to the District for delivery to Participating Municipalities for M&I use; and

f. WHEREAS, the District will obtain a Temporary Water permit from the Oklahoma Water Resources Board for the use of temporary, unmanaged flood water for the water supply purposes by the District; and

g. WHEREAS the United States agrees to enter into this Contract to provide Temporary Water pursuant to the applicable Federal laws, rules, and regulations, and state laws.

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is agreed by the Parties hereto as follows:

1. GENERAL DEFINITIONS

The definitions of terms used in this Contract apply only to this Contract and are not definitions for any other contract or agreement. Where used in this Contract, unless otherwise distinctly expressed or manifestly incompatible with the intent hereof, the term:

a. "Contract" shall mean this Contract No. 259E640058, including the Preamble, Explanatory Recitals, all Articles, and Exhibits herein.

b. "Contracting Officer" shall mean the Secretary of the United States Department of the Interior or the Secretary's duly authorized representative. Unless stated otherwise, the Contracting Officer shall be deemed to be the Secretary's authorized representative.

c. "Municipal and Industrial" (M&I) use shall mean all purposes other than the use of Project Water to irrigate land primarily for the production of commercial agricultural crops or livestock, and domestic purposes that are incidental thereto.

d. "Operation, Maintenance, and Replacement" or "OM&R" shall mean those activities and actions necessary to ensure the continued structural integrity and operational reliability of Project features, including major nonrecurring maintenance on a Project facility that is intended to ensure the continued safe, dependable, and reliable delivery of authorized Project benefits.

e. "Participating Municipality" shall mean and refer to any city which is a member of the District and is contracting for Project Water, its representatives, trustees, or other proper entities.

f. "Project" shall mean the Norman Project, Oklahoma, which was authorized by the Act of June 27, 1960, Public Law 86-529, 74 Stat. 225, as amended by Public Law 94-415.

g. "Project Water Supply" or "Project Water" shall mean and include all surface or ground water, including seepage and return flows, that is developed, pumped, or diverted into the Project based on the water rights that have or will be acquired by the District including but not limited to the Temporary Water, as defined herein.

h. "Project Works" shall mean all Project facilities which are necessary to deliver the Temporary Water under the terms of this Contract.

i. "Point of Delivery" shall mean the Lake Thunderbird Reservoir Pumping Plant.

j. "Temporary Water" shall mean a supply of water made possible when infrequent and otherwise unmanageable flood flows of short duration create a temporary supply of water. Temporary water is available only when the reservoir water surface elevation for Lake Thunderbird is above the elevation of 1,039.0 feet, the top of the conservation storage pool.

k. "Water Year" shall mean the 12-month period of time beginning on October 1 each year and ending on September 30 of the following year.

2. EFFECTIVE DATE AND CONTRACT TERM

This Contract shall become effective on October 1, 2025. The term of this Contract shall extend for a period of 5 (five) years, ending on September 30, 2030, unless otherwise terminated under the provisions hereof. This Contract may be renewed upon written request submitted by the District to the United States. The written request should be submitted by the District to the United States 1 (one) year prior to the expiration of this Contract. Such renewal shall be upon terms and conditions as may be mutually agreeable between the United States and the District based upon Federal Reclamation laws and policy in effect at that time.

3. WATER TO BE MADE AVAILABLE, POINT OF DELIVERY, MEASUREMENT AND RESPONSIBILITY FOR DELIVERY OF WATER

a. Water to be delivered to the District pursuant to this Contract shall be delivered at the Lake Thunderbird Reservoir Pumping Plant. The District shall divert and measure the District's Project Water Supply at the Point of Delivery.

b. Subject to the terms and conditions hereinafter stated, the District may deliver up to 10,000 acre-feet (AF) of Temporary Water per Water Year for M&I use, if and when it is available, to the Participating Municipalities. Temporary Water deliveries shall be terminated when the reservoir water surface elevation is at or below the elevation of 1,039.0 feet. This Contract does not provide the District with any rights, express or implied, to store water in the flood pool or surcharge pool of Lake Thunderbird.

c. The District shall maintain records showing the actual quantity of Temporary Water delivered to the Participating Municipalities each Water Year. The District shall report the

actual quantity of Temporary Water delivered during the Water Year to the United States within 30 days of the end of the Water Year (i.e., on or before October 30).

d. All Temporary Water delivered pursuant to this Contract shall be measured and recorded with equipment furnished, installed, and OM&R'd by the District at the Point of Delivery. The United States may investigate the accuracy of such measurements and direct the District to take any necessary steps to adjust any errors appearing therein. The United States shall not be responsible for the OM&R of facilities and equipment owned and operated by the District for use in conveyance of Temporary Water under this Contract.

e. The United States shall not be responsible for the control, carriage, handling, use, disposal, or distribution of water furnished to the District hereunder beyond the Point of Delivery, and the District shall hold the United States harmless on account of damage or claim of any nature whatsoever, including property damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water beyond said Point of Delivery.

f. This Contract shall not entitle the District to any right, title, or interest in the Project other than explicitly provided for herein.

4. DISTRICT PAYMENT AND OM&R OBLIGATIONS

a. The District will pay the United States annually a water service charge for each AF of Temporary Water conveyed to the Point of Delivery. Payment for the use of Temporary Water shall be based on the amount of Temporary Water delivered when such deliveries are in excess of a Participating Municipality's regular water supply allocation. Initially this water service charge shall be in the amount of $26.43 per AF for the Temporary Water conveyed in the Water Year beginning October 1, 2025. The District will pay by December 31 of each year, or 30 days after the bill is issued if the bill is not issued by December 1, for the Temporary Water conveyed the previous Water Year, if any. Each subsequent year's per AF water service charge will be increased on an annual basis at the rate of 2.84 percent. The annual rate increase is based on the 10-year (2015-2024) average of the Consumer Price Index for All Urban Consumers (CPI-U). The rate schedule is provided herein as Exhibit A.

b. The water service payment shall be credited to the Project within the Reclamation Fund. If the reimbursable Project costs are fully repaid, the monies received from the water service payment will be treated as statutory credits to the Project.

c. The OM&R of the Project Works, and responsibility for funding the costs of such OM&R, has already been transferred to the District under Contract No. 14-06-500-590 between the United States and the District, which establishes that the District is responsible for 100 percent of the OM&R costs.

d. All OM&R of the Project Works required for delivery of Temporary Water, and responsibility for funding the costs of such OM&R, will be the responsibility of the District.

5. TERMINATION OF THE CONTRACT

a. Upon failure of the District to perform any of the obligations under this Contract, the Contracting Officer may give notice to the District in writing of the nature of the default and require the District to correct the failure or noncompliance within a period specified in such notice, but not more than 60 days. Upon the District's failure to do so, the Contracting Officer may elect to terminate this Contract or may withhold the delivery of water at his/her sole election. Such termination shall not be construed as preventing the Contracting Officer from asserting any other remedies available to him/her resulting from the District's actions.

b. The District shall have the right to terminate this Contract in the event there is no further need of the water service provided herein. Notice of intent by the District to terminate this Contract shall be provided in writing to the Contracting Officer at least 60 days prior to the termination date proposed. *Provided,* that termination under this provision shall become effective no sooner than on the succeeding anniversary date of this Contract following such written notice.

c. Termination of this Contract for any cause shall not relieve the District of any obligations incurred by way of this Contract prior to the effective date of termination.

6. RIGHT TO RECEIVE PROJECT WATER

The District's right to receive Project Water under the provisions of Contract No. 14-06-500-590 will continue.

7. RECEIPT AND DISTRIBUTION OF WATER – SALE OF WATER

No sale, transfer, or exchange of Temporary Water made available under this Contract, other than to a Participating Municipality, may take place without prior written approval of the United States.

8. CONTRACT NOT A WATER RIGHT

No provisions of this Contract, nor any renewal thereof, nor the furnishing of water hereunder will be construed to bind the United States after the expiration of this Contract, or as the basis of a permanent water right. The District will be solely responsible for compliance with Oklahoma law as it relates to the use of water under this Contract and shall be responsible for acquiring all necessary permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water.

9. COMPLIANCE WITH LEGAL REQUIREMENTS

The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this Contract.

10. SEVERABILITY

In the event that any one or more of the provisions contained herein is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Contract, but this Contract is to be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause the fundamental benefits afforded the Parties by this Contract to become unavailable or materially altered.

STANDARD ARTICLES

11. CHARGES FOR DELINQUENT PAYMENTS

a. The District shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the District shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, the District shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the District shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The District shall also pay any fees incurred for debt collection services associated with a delinquent payment.

b. The interest rate charged shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month. The interest rate charged will be determined as of the due date and remain fixed for the duration of the delinquent period.

c. When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

12. GENERAL OBLIGATION—BENEFITS CONDITIONED UPON PAYMENT

a. The obligation of the District to pay the United States as provided in this Contract is a general obligation of the District notwithstanding the manner in which the obligation may be distributed among the 'District's water users and notwithstanding the default of individual water users in their obligation to the District.

b. The payment of charges becoming due pursuant to this Contract is a condition precedent to receiving benefits under this Contract. The United States shall not make water available to the District through the Project facilities during any period in which the District is in arrears for more than 12 months in the payment of water rates due the United States. The District shall not deliver water under the terms and conditions of this Contract for lands or parties

that are in arrears in the advance payment of water rates or OM&R charges as levied or established by the District.

13. OPERATION AND MAINTENANCE OF TRANSFERRED WORKS
(Federal Construction)

a. The OM&R responsibility for all Project works has been transferred to the District under Contract No. 14-06-500-590, as amended. Title to the transferred works will remain in the name of the United States, unless otherwise provided by the Congress of the United States.

b. The District, without expense to the United States, will care for and OM&R the transferred works in full compliance with the terms of this Contract and in such a manner that the transferred works remain in good and efficient condition.

c. Necessary repairs of the transferred works will be made promptly by the District. In case of unusual conditions or serious deficiencies in the care and OM&R of the transferred works threatening or causing interruption of water service, the Contracting Officer may issue to the District a special written notice of those necessary repairs. Except in the case of an emergency, the District will be given 60 days to either: 1) make the necessary repairs, or 2) submit a plan for accomplishing the repairs that contains a timeframe for completing the necessary repairs acceptable to the Contracting Officer. In the case of an emergency, or if the District fails to either make the necessary repairs or submit a plan for accomplishing the repairs acceptable to the Contracting Officer within 60 days of receipt of the notice, the Contracting Officer may cause the repairs to be made, and the cost of those repairs will be paid by the District as directed by the Contracting Officer. The Contracting Officer will determine whether an emergency exists requiring immediate repairs or if circumstances will allow for repairs to be made or a plan to be submitted within 60 days of receipt of notice.

d. The District will not make any substantial changes in the transferred works without first obtaining written consent of the Contracting Officer.

e. The District will take all reasonable measures to prevent any unauthorized encroachment on Project land and rights-of-way and address any such encroachment as soon as the District becomes aware of its existence.

f. Except for the sole negligence and intentional torts committed by employees of the United States, the District agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character, brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care and OM&R; and supervision, examination, inspection, or other duties of the District or the United States on transferred works required under this Contract, regardless of who performs those duties.

g. The District will cooperate with the Contracting Officer in implementing an effective dam safety program. The United States agrees to provide the District and the appropriate agency of the State in which the Project facilities are located with design data, designs, and an operating plan for the dam and related facilities consistent with the current memorandum of understanding between the United States and the State of Oklahoma relating to the coordination of planning, design, construction, and OM&R processes for dams and related facilities.

h. In the event the District is found to be operating the transferred works or any part thereof in violation of this Contract or the District is found to be failing any financial commitments or other commitments to the United States under the terms and conditions of this Contract, then upon the election of the Contracting Officer, the United States may take over from the District the care and OM&R of the transferred works by giving written notice to the District of such election and the effective date thereof. Thereafter, during the period of operation by the United States, upon notification by the Contracting Officer, the District will pay to the United States, annually in advance, the cost of care and OM&R of the works as determined by the Contracting Officer. Following written notification from the Contracting Officer the care and OM&R may be transferred back to the District.

i. In addition to all other payments to be made by the District under this Contract, the District will reimburse to the United States, following the receipt of a statement from the Contracting Officer, all miscellaneous costs incurred by the United States for any work involved in the administration and supervision of this Contract.

j. Nothing in this article will be deemed to waive the sovereign immunity of the United States.

14. EXAMINATION, INSPECTION, AND AUDIT OF PROJECT WORKS, RECORDS, AND REPORTS FOR DETERMINING ADEQUACY OF OPERATION AND MAINTENANCE

a. The Contracting Officer may, from time to time, examine the following: the 'District's books, records, and reports; the Project works being operated by the District; the adequacy of the OM&R and safety of dams programs; the reserve fund; and the water conservation program including the water conservation fund, if applicable. Notwithstanding title ownership, where the United States retains a financial, physical, or liability interest in facilities either constructed by the United States or with funds provided by the United States, the Contracting Officer may examine any or all of the Project works providing such interest to the United States.

b. The Contracting Officer may, or the District may ask the Contracting Officer to, conduct special inspections of any Project works being operated by the District and special audits of the 'District's books and records to ascertain the extent of any OM&R deficiencies to determine the remedial measures required for their correction and to assist the District in solving specific problems. Except in an emergency, any special inspection or audit shall be made only after written notice thereof has been delivered to the District by the Contracting Officer.

c. The District shall provide access to the Project works, operate any mechanical or electrical equipment, and be available to assist in the examination, inspection, or audit.

d. The Contracting Officer shall prepare reports based on the examinations, inspections, or audits and furnish copies of such reports and any recommendations to the District.

e. The costs incurred by the United States in conducting OM&R examinations, inspections, and audits and preparing associated reports and recommendations related to high- and significant-hazard dams and associated facilities shall be nonreimbursable. Associated facilities include carriage, distribution, and drainage systems; pumping and pump-generating plants; powerplant structures; tunnels/pipelines; diversion and storage dams (low-hazard); Type 2 bridges which are Reclamation-owned bridges not located on a public road; regulating reservoirs (low-hazard); fish passage and protective facilities, including hatcheries; river channelization features; rural/municipal water systems; desalting and other water treatment plants; maintenance buildings and service yards; facilities constructed under Federal loan programs (until paid out); and recreation facilities (reserved works only); and any other facilities as determined by the Contracting Officer.

f. Expenses incurred by the District, as applicable, in participating in the OM&R site examination will be borne by the District.

g. Requests by the District for consultations, design services, or modification reviews, and the completion of any OM&R activities identified in the formal recommendations resulting from the examination (unless otherwise noted) are to be funded as Project OM&R and are reimbursable by the District to the extent of current Project OM&R allocations.

h. Site visit special inspections that are beyond the regularly scheduled OM&R examinations conducted to evaluate particular concerns or problems and provide assistance relative to any corrective action (either as a follow up to an OM&R examination or when requested by the District) shall be nonreimbursable.

i. The Contracting Officer may provide the State an opportunity to observe and participate in, at its own expense, the examinations and inspections. The State may be provided copies of reports and any recommendations relating to such examinations and inspections.

15. NOTICES

Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the District, when mailed, postage prepaid, or delivered to the

Area Manager, Oklahoma Texas Area Office
Bureau of Reclamation
5316 Highway 290 West, Suite 110
Austin, Texas 78735

and on behalf of the United States, when mailed, postage prepaid, or delivered to the

Central Oklahoma Master Conservancy District
12500 Alameda Drive
Norman, OK 73026

The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.

16. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

The expenditure or advance of any money or the performance of any obligation of the United States under this Contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the District from any obligations under this Contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

17. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to the Congress, Resident Commissioner, or official of the District shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.

18. CHANGES IN 'DISTRICT'S ORGANIZATION

While this Contract is in effect, no change may be made in the District's organization, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the District under this Contract including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

19. ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED

The provisions of this Contract shall apply to and bind the successors and assigns of the Parties hereto, but no assignment or transfer of this Contract or any right or interest therein by either Party shall be valid until approved in writing by the other Party.

20. BOOKS, RECORDS, AND REPORTS

The District shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including the District's financial transactions; water supply data; Project OM&R logs; Project land and rights-of-way use agreements; the water users' land-use (crop census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each Party to this Contract shall

have the right during office hours to examine and make copies of the other Party's books and records relating to matters covered by this Contract.

21. RULES, REGULATIONS, AND DETERMINATIONS

a. The Parties agree that the delivery of water or the use of Federal facilities pursuant to this Contract is subject to Federal reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal reclamation law.

b. The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with its expressed and implied provisions, the laws of the United States and the State of Oklahoma, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the District.

22. ADMINISTRATION OF FEDERAL PROJECT LANDS

a. The lands and interests in lands acquired, withdrawn, or reserved and needed by the United States for the purposes of care, operation, and maintenance of the Norman Project works may be used by the District for such purposes. The District shall ensure that no unauthorized encroachment occurs on Federal Project lands and rights-of-way. The District does not have the authority to issue any land-use agreement or grant that conveys an interest in Federal real property, nor to lease or dispose of any interest of the United States.

b. The United States retains responsibility for compliance with the National Historic Preservation Act of 1966 (NHPA), and the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA). The District will notify the Contracting Officer and, only when on tribal land, also notify the appropriate tribal official, immediately upon the discovery of any potential historic properties or Native American human remains, funerary objects, sacred objects, or objects of cultural patrimony.

23. PROTECTION OF WATER AND AIR QUALITY

a. The District, without expense to the United States, will care for and OM&R transferred works in a manner that preserves the quality of the water at the highest feasible level as determined by the Contracting Officer.

b. The United States does not warrant the quality of the water delivered to the District and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the District.

c. The District will comply with all applicable water and air pollution laws and regulations of the United States and the State of Oklahoma; and will obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the District; and will be responsible for compliance with all Federal, State, and local water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Federal or District facilities or Project Water provided by the District within its Project Water service area.

d. This Article will not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

24. CONTAMINATION OR POLLUTION OF FEDERAL PROPERTY

a. The District shall not allow contamination or pollution of Federal Project lands, Project waters, or Project works of the United States or administered by the United States and for which the District has the responsibility for care, operation, and maintenance by its employees or agents. The District shall also take reasonable precautions to prevent such contamination or pollution by third parties.

b. The District shall comply with all applicable Federal [, State, and local laws and regulations and Reclamation policies and instructions existing, or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, released, or disposed of on or in Federal Project lands, Project waters, or Project works.

c. "Hazardous material" means (1) any substance falling within the definition of "hazardous substance," "pollutant or contaminant," or "hazardous waste" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601(14), (29), and (33)); (2) oil, as defined by the Clean Water Act (33 U.S.C. § 1321(a)) and the Oil Pollution Act (33 U.S.C. § 2701(23)); (3) thermal pollution, refuse, garbage, sewage effluent, industrial waste, mine or mill tailings, mineral salts, pesticides, and other solid waste, and (4) any other substance regulated as hazardous or toxic under Federal, State, local, or Tribal law.

d. Upon discovery of any event which may or does result in contamination or pollution of Federal Project lands, Project water, or Project works, the District shall immediately undertake all measures necessary to protect public health and the environment, including measures necessary to contain or abate any such contamination or pollution, and shall report such discovery with full details of the actions taken to the Contracting Officer. Reporting shall be within a reasonable time period but shall not exceed 24 hours from the time of discovery if it is an emergency and the first working day following discovery in the event of a non-emergency.

e. If violation of the provisions of this Article occurs and the District does not take immediate corrective action, as determined by the Contracting Officer, the District may be subject to remedies imposed by the Contracting Officer, which may include termination of this Contract.

f. The District shall be liable for any response action or corrective measure necessary to protect public health and the environment or to restore Federal Project lands, Project waters, or Project works that are adversely affected as a result of such violation, and for all costs, penalties or other sanctions that are imposed for violation of any Federal, State, local or Tribal laws and regulations concerning hazardous material. At the discretion of the Contracting Officer, the United States may also terminate this Contract as a result of such violation.

g. The District shall defend, indemnify, protect and save the United States harmless from and against any costs, expenses, claims, damages, demands, or other liability arising from or relating to District's violation of this article.

h. Reclamation agrees to provide information necessary for the District, using reasonable diligence, to comply with the provisions of this Article.

25. WATER CONSERVATION

Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this Contract, the District shall develop a water conservation plan, as required by subsection 210(b) of the Reclamation Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations).

26. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

a. The District shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

b. These statutes prohibit any person in the United States from being excluded from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this Contract, the District agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

c. The District makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the District by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The District recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this Article and that the United States reserves the right to seek judicial enforcement thereof.

d. Complaints of discrimination against the District shall be investigated by the Contracting Officer's Office of Civil Rights.

27. PEST MANAGEMENT

a. The District is responsible for complying with applicable Federal, State, and local laws, rules, and regulations related to pest management in performing its responsibilities under this Contract.

b. The District is responsible for effectively avoiding the introduction and spread of, and for otherwise controlling, undesirable plants and animals, as defined by the Contracting Officer, on or in Federal Project lands, Federal Project waters, and Federal Project works for which and to the extent that the District has OM&R responsibility. The District is responsible for exercising the level of precaution necessary in meeting this responsibility, including inspecting its vehicles, watercraft, and equipment for reproductive and vegetative parts, foreign soil, mud or other debris that may cause the spread of weeds, invasive species and other pests, and removing such materials before moving its vehicles, watercraft, and equipment onto any Federal land, into any Federal Project facility waters, or out of any area on Federal Project land where work is performed.

c. Where decontamination of the District's vehicles, watercraft, or equipment is required prior to entering Federal Project land or waters, the decontamination shall be performed by the District at the point of prior use, or at an approved offsite facility able to process generated cleaning wastes, pursuant to applicable laws, rules, and regulations. Upon the completion of work, the District will perform any required decontamination within the work area before moving the vehicles, watercraft, and equipment from Federal Project lands and waters.

d. Programs for the control of undesirable plants and animals on Federal Project lands, and in Federal Project waters and Federal Project works for which the District has OM&R responsibility will incorporate Integrated Pest Management (IPM) concepts and practices. IPM refers to a systematic and environmentally compatible program to maintain pest populations within economically and environmentally tolerable levels. In implementing an IPM program, the District will adhere to applicable Federal and State laws and regulations and Department of the Interior and Bureau of Reclamation policies, directives, guidelines, and manuals, including but not limited to, the Department of the Interior Manual, Part 517 *Integrated Pest Management Policy* and Part 609 *Weed Control Program*, the Plant Protection Act of June 20, 2000 (Pub. L. 106-224), and Executive Order 13112 of February 3, 1999.

28. MEDIUM FOR TRANSMITTING PAYMENTS

a. All payments from the District to the United States under this Contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

b. Upon execution of the Contract, the District shall furnish the Contracting Officer with the District's taxpayer's identification number (TIN). The purpose for requiring the District's TIN is for collecting and reporting any delinquent amounts arising out of the District's relationship with the United States.

29. CONSTRAINTS ON THE AVAILABILITY OF WATER

a. In its operation of the Project, the Contracting Officer will use all reasonable means to guard against a condition of shortage in the quantity of water to be made available to the District pursuant to this Contract. In the event the Contracting Officer determines that a condition of shortage appears probable, the Contracting Officer will notify the District of said determination as soon as practicable.

b. If there is a condition of shortage because of inaccurate runoff forecasting or other similar operational errors affecting the Project; drought and other physical or natural causes beyond the control of the Contracting Officer; or actions taken by the Contracting Officer to meet current and future legal obligations, then no liability shall accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom.

30. CONTRACT DRAFTING CONSIDERATIONS

This Contract has been negotiated and reviewed by the Parties hereto, each of whom is sophisticated in the matters to which this Contract pertains.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date identified in the Contracting Officer's digital signature. This Contract will become effective on October 1, 2025.

THE UNITED STATES OF AMERICA

By: _____
Brent C Esplin
Regional Director

CENTRAL OKLAHOMA MASTER
CONSERVANCY DISTRICT

By: _____
Amanda Nairn
President

ATTEST:

By: _____

Printed Name: Espanola Bowen

Title: Secretary

EXHIBIT A

Rate Schedule

Payment	Payment Date	Water Year	Rate Per Acre-Foot
1	December 31, 2025	2026	$ 26.43
2	December 31, 2026	2027	$ 27.18
3	December 31, 2027	2028	$ 27.95
4	December 31, 2028	2029	$ 28.74
5	December 31, 2029	2030	$ 29.56

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

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: August 26, 2025

Subject: Discussion, consideration, and possible action of declaring miscellaneous parts and equipment as outlined in the memo from the Public Works Department as surplus and authorizing their disposal by sealed bid, public auction or by other means as necessary.

The Public Works Department has various equipment as described below that have been replaced, removed from service, and/or have no other operational value or application. As such, we recommend declaring these items surplus property and authorizing disposal by sealed bid, public auction, or other means, as necessary.

- 42-02-06 1985 S-10 Pickup Vin # 1GCC514B6F2162544
- 42-06-04 1984 150KW Caterpillar Generator Serial # 6JA00822
- 42-08-05 4120 John Deere Tractor PIN # LV4120P215446
- 42-07-03 2008 Hustler Z Zero Turn Mower Serial # 08081125
- 43-08-02 1986 Ford 7710 Tractor Serial # BA1722
- 42-12-02 1997 Tiger Rear Boom Flail Mower Serial # RBF0577/RBF0579
- 42-03-08 1997 Ford F350 Vin # 3FEJF37H1VMA55746
- Sullair 25HP Air Compressor Serial # 003-60039
- Sullair 25HP Air Compressor Serial # 003-60040
- 100 SCFM@100 PSIG Air Dryer Serial # 0321A-1-8401-004N
- 100 SCFM@100 PSIG Air Dryer Serial # 0321A-1-145N
- 25 cu ft Commercial Refrigerator Serial # 0145724901140604
- (18) 4 foot single bulb light fixtures
- (19) 4 foot three bulb light fixtures
- Five (5) 4 drawer file cabinets
- One (1) 2 drawer file safe
- One (1) Fellows 550c paper shredder
- Two (2) office chairs
- Fourteen (14) desk paper trays
- One (1) magazine holder
- Two (2) Samsung 209L toner cartridges
- One (1) HP CE278A(J) toner cartridge
- One (1) HP 15A Laser jet toner cartridge
- Two (2) HP 934XL Black ink cartridges
- Two (2) HP 935XL Yellow ink cartridges

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- Two (2) HP 935XL Cyan ink cartridges
- Two (2) HP 935XL Magenta ink cartridges
- Five (5) Metal shelving units, 7 shelves each. 3' wide, 7' tall, 1' deep
- Four (4) Sullair oil filters, # 408242
- Two (2) ARM-71 Air filters
- One (1) ARP-137 Air filter
- Two (2) Stihl Air filters, # 4201 141 0300
- Four (4) Air filters, #70123-66140
- Five (5) Stihl Chop saw air filters
- Two (2) Stihl chain saw Model 029 Air filters
- Two (2) Stihl 16" chop saw drive belts
- One (1) Stihl 14" chop saw drive belt
- Eight (8) Miscellaneous V Belts
- Three (3) ½" x 33" V Belt
- One (1) ½" x 38" V Belt
- One (1) ½" x 39" V Belt
- Four (4) Dayco BP34 V Belt
- Three (3) Dayco SL 300 V Belt
- One (1) ½" x 45" V Belt
- One (1) Goodyear 4L360 V Belt
- Two (2) 4L350 V Belts
- One (1) 4L340 V Belt

Action is at the discretion of the Municipal Authority.

Respectfully,

R. Paul Streets
Public Works Director

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

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: August 26, 2025

Subject: Discussion, consideration, and possible action of amending a contract with Brewer Construction Oklahoma LLC to include Change Order No. 1 to the agreement to provide all necessary services to complete the Starview Service Line Connections project.

On February 25, 2025, the Authority approved a contract with Brewer Construction Oklahoma LLC services associated with construction of the service lines and installation of water meters necessary to connect Starview PWS customers to the Midwest City PWS, in the amount of $169,896.00.

Brewer Construction Oklahoma LLC has been working steadily to complete this project. Change Order No. 1 is necessary to account for unanticipated changes in the quantities of several pay items encountered during construction, including the need to bore additional service connections under Douglas Blvd.

Staff recommends approval of this amendment.

Respectfully,

R. Paul Streets
Public Works Director

FIRST AMENDMENT
TO CONSTRUCTION SERVICES AGREEMENT
BETWEEN
BREWER CONSTRUCTION OKLAHOMA LLC
AND
MIDWEST CITY MUNICIPAL AUTHORITY

Pursuant to Paragraph 24 of the Construction Services Agreement dated February 25, 2025, the following amendment is hereby agreed to between the parties:

Attachment B is hereby amended to include the attached Change Order No. 1 to the Agreement. The attachments are in addition to the original attachments and do not replace the original attachments.

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

FOR BREWER CONSTRUCTION OKLAHOMA LLC:

_____
Kevin Brewer
Manager

Date: _____

FOR MIDWEST CITY MUNICIPAL AUTHORITY

_____
Tim Lyon
General Manager

Date: _____

CHANGE ORDER SUMMARY
CITY OF MIDWEST CITY
OKLAHOMA COUNTY, OKLAHOMA

CHANGE ORDER NO. 1 DATE: August 15, 2025

CONTRACT NO.: N/A SUBMITTED BY: Carrie J. Evenson, Ph.D., PE, CFM

PROJECT: Starview Service Connections

CONTRACTOR: Brewer Construction Oklahoma LLC
8301 SW 8th St
Oklahoma City, OK 73128

Original Completion Date: September 9, 2025

ORIGINAL CONTRACT AMOUNT $ 169,896.00

Previous Completion Date: September 9, 2025

(Increase) this change order 0 Calendar Days

PRESENT CONTRACT AMOUNT $ 169,896.00

New Completion Date: September 9, 2025

DESCRIPTION	INCREASE	DECREASE
Change in Pay Quantities	$68,742.00	$8,257.00

NET CHANGE $60,485.00

REVISED CONTRACT AMOUNT $230,381.00

See Detailed Quantity Change on Page 2 of 2:

Detailed Quantity Change:

Starview Service Connections Project Change Order No. 1							
ITEM	DESCRIPTION	UNIT	QUANTITY	QUANTITY INCREASE	QUANTITY DECREASE	COST INCREASE	COST DECREASE
2	Road Bores – 2-Lane Road	EA	6		1		$4,742.00
3	Road Bores – 4-Lane Road	EA	2	7		$43,302.00	
4	Meter Reconnection	EA	32	6		$14,880.00	
5	Existing Waterline to be Capped and Plugged	LS	1		1		$1,785.00
7	Water Meter Box	EA	30	12		$6,852.00	
8	Pothole City and Private Service	EA	32	6		$3,708.00	
ADD ALTERNATE ITEM							
1	Replace Service Lines	LF	10		10		$1,730.00
					TOTALS	$68,742.00	$8,257.00
					DIFFERENCE	$60,485.00	

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www.midwestcityok.org

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: August 26, 2025

Subject: Discussion, consideration, and possible action of declaring (10) pieces of equipment from the Public Works Department, Sanitation Division, as surplus and authorizing their disposal by sealed bid, public auction or by other means as necessary.

The Sanitation Division has ten (10) pieces of equipment described below that have been replaced, removed from service, and/or have no other operational value or application. As such, we recommend declaring these items surplus property and authorizing disposal by sealed bid, public auction, or other means, as necessary.

- Unit # 41-03-04, a 2008 International Work Star Rear Loader, VIN # 1HTWGAAR49J132214
- Unit # 41-03-15, a 1998 Volvo Roll-off Truck, VIN # 4VMDCMHD2WN743783
- Unit # 41-03-16, a 2009 Peterbilt Front End Loader, VIN # 3BPZL00X09F719677
- Unit # 41-03-18, a 2002 Peterbilt Roll-Off Truck, VIN # 1NPZLT0X12D714172
- Unit # 41-03-22, a 2012 Peterbilt Automated Side Loader, VIN # 3BPZH58X1CF144807
- Unit # 41-03-25, a 2009 International Work Star Rear Loader, VIN # 1HTWGAARX9J190912
- Unit # 41-03-34, a 2012 Peterbilt Automated Side Loader, VIN # 3BPZH58X9DF184232
- Unit # 41-10-10, a 2010 Steco Walking Floor Trailer, VIN # 5EWWS4027A1254738
- Unit # 41-10-11, a 2000 Steco Walking Floor Trailer, VIN # 5EWWS4027Y1253292
- Unit # 41-10-12, a 2010 Steco Walking Floor Trailer, VIN # 5EWWS4025A1254754

Action is at the discretion of the Municipal Authority.

Respectfully,

R. Paul Streets
Public Works Director

Public Works Administration
8730 S.E. 15th Street,
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To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: August 26, 2025

Subject: Discussion, consideration, and possible action of declaring miscellaneous lawn equipment from the Water Resource Recovery Facility as surplus and authorizing disposal by sealed bid, public auction, or by other means as necessary.

The Water Resource Recovery Facility has several pieces of lawn equipment described below that has been replaced, removed from service, and/or have no other operational value or application. As such, we recommend declaring the following items surplus property and authorizing disposal by sealed bid, public auction, or other means, as necessary.

- Unit #43-07-03, a 2003 John Deere Push Mower, Serial # GXJX75X120347
- Unit #43-07-05, a 2006 John Deere Push Mower, Serial # GXJX75X230095
- Unit #43-07-11, a 1998 Echo Weedeater
- Unit #43-07-33, a 1996 John Deere Push Mower
- Unit #43-07-36, a 1996 Snapper Push Mower, Serial # 85426117
- Unit #43-07-37, a 2007 John Deere T-140 Weedeater
- Unit #43-07-39, a 2007 John Deere Push Mower, Serial # GXJX75X235647
- Unit #43-07-43, a 2012 Huskavarna HU775 Weedeater, Serial # 042412M053169
- Unit #43-07-44, a 2012 Huskavarna 128LD Weedeater
- Unit #43-07-48, a 2012 Huskavarna HU775 Weedeater, Serial # 050112M055821
- Unit #43-07-49, a 2012 Huskavarna HU775 Weedeater, Serial # 042412M053257
- Unit #43-07-56, a 2016 Echo 266T Weedeater, Serial # SRT/T47714033916

Action is at the discretion of the Municipal Authority.

Respectfully,

R. Paul Streets

R. Paul Streets
Public Works Director

MIDWEST CITY

Where the Spirit Flies High

DISCUSSION ITEMS

Public Works Administration
8730 S.E. 15th Street,
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To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: August 26, 2025

Subject: Discussion, consideration, and possible action of awarding the bid to and approving a contract with H & H Plumbing & Utilities, Inc., for $616,970.00 and 90 Calendar Days for the S.E. 29th Street and Douglas Boulevard Water Line and Sanitary Sewer Improvement project and authorizing the General Manager to execute the contract.

Public Works recently sought bids for construction services associated with the SE 29th Street and Douglas Boulevard Water Line and Sanitary Sewer Improvement project. This project will construct 2,360 linear feet of eight (8) inch PVC sanitary sewer line from an existing manhole located north of SE 26th St to the southeast corner of SE 19th St and Engle Rd. It will also construct six (6) linear feet of six (6) inch PVC potable water line, 1,158 linear feet of twelve (12) inch PVC potable water line, and all appurtenances to serve the Sentinal Square development.

The bid opening occurred on August 12, 2025, for the above referenced project. Nine (9) bids were received. The lowest and best bid that met specifications was submitted by H & H Plumbing & Utilities, Inc., for a total base bid of $616,970.00. Staff recommends award of the bid to H & H Plumbing & Utilities, Inc., in the amount of $616,970.00. Upon approval, the parties will enter into a contract to be signed by the General Manager in accordance with the terms and conditions as specified herein.

The recommendation letter and bid tabulation are attached. Funds for this project are available in Account No. 194-9210-463.40-05, Project No. 922201, Account No. 194-9210-463.40-06, Project No. 921501, and Account No. 425-9050-415.40-05, Project No. 902508.

Approval is at the discretion of the Authority.

Respectfully,

R. Paul Streets
Public Works Director

Attachments

BwR
DESIGN GROUP

August 15, 2025

City of Midwest City
101 N Midwest City Blvd.,
Midwest City, OK 73110
ATTN: Patrick Menefee, City Engineer

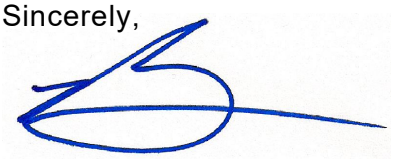
RE: Public Water Main and Public Wastewater Main To Serve S.E. 29th Street

Mr. Menefee,

We have evaluated the bids received on August 12, 2025 for the referenced project above. We received a total of nine (9) bids. The attached bid tabulation detail sheets and summary sheet show the bid amounts received.

The low bid was submitted by H & H Plumbing in the amount of $616,970.00. The Engineer's estimate was $643,730.00. Our evaluation of the experience and reputation of H & H Plumbing indicates that they are capable of completing this project. Therefore, we recommend the award of the contract for construction to H & H Plumbing in the amount of $616,970.00

Sincerely,



Bryan W. Richards, P.E., CFM
BWR DESIGN GROUP, LLC

PO Box 31732
Edmond, OK, 73003
bwrdesigngroup@gmail.com
405-761-5517

PUBLIC WATER & SEWER PLANS TO SERVE
S.E. 29th STREET
Water & Sewer Bid Tabulation Summary
8/12/2025

	Water Project	Sewer Project	TOTAL
ENGR: BWR Design Group	$282,450.00	$361,280.00	**$643,730.00**
4M Trenching	$341,726.00	$438,222.00	**$779,948.00**
Brewer Construction	$357,663.00	$571,910.00	**$929,573.00**
Cimarron Construction	$403,351.00	$490,047.00	**$893,398.00**
Civil Builders	$386,699.20	$543,386.00	**$930,085.20**
H&H Plumbing	$306,840.00	$310,130.00	**$616,970.00**
Jordan Contracting	$360,400.00	$516,030.00	**$876,430.00**
Patriot Construction	$328,541.93	$492,053.00	**$820,594.93**
Timco-Services	$412,263.00	$570,840.00	**$983,103.00**
United Trenching	$368,972.00	$438,765.00	**$807,737.00**

Bryan Richards, P.E. - BWR Design Group, LLC

PROJECT DESCRIPTION	PUBLIC WATER MAIN PLANS TO SERVE
	S.E. 29th STREET
	Water Bid Tabulation Page 1 0f 2
DATE	8/12/2025

				ENGR: BWR Design Group		4M Trenching		Brewer Construction		Cimarron Construction		Civil Builders		H&H Plumbing	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	12" PVC WATER LINE (C900)	LF	1,158.00	$ 100.00	$ 115,800.00	$ 112.00	$ 129,696.00	$ 121.00	$ 140,118.00	$ 127.00	$ 147,066.00	$ 99.90	$ 115,684.20	$ 95.00	$ 110,010.00
2	6" PVC WATER LINE (C900)	LF	6.00	$ 75.00	$ 450.00	$ 75.00	$ 450.00	$ 105.00	$ 630.00	$ 125.00	$ 750.00	$ 81.70	$ 490.20	$ 45.00	$ 270.00
3	12"x12" TAPPING SLEEVE, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 10,000.00	$ 20,000.00	$ 5,013.00	$ 10,026.00	$ 6,160.00	$ 12,320.00	$ 7,591.40	$ 15,182.80	$ 5,850.00	$ 11,700.00
4	12" TAPPING VALVE & BOX, MJ	EA	2.00	$ 3,000.00	$ 6,000.00	$ 7,500.00	$ 15,000.00	$ 5,129.00	$ 10,258.00	$ 6,995.00	$ 13,990.00	$ 4,904.00	$ 9,808.00	$ 6,550.00	$ 13,100.00
5	12" GATE VALVE & BOX, MJ	EA	6.00	$ 3,000.00	$ 18,000.00	$ 4,320.00	$ 25,920.00	$ 4,333.00	$ 25,998.00	$ 4,340.00	$ 26,040.00	$ 5,192.30	$ 31,153.80	$ 4,850.00	$ 29,100.00
6	6" GATE VALVE & BOX, MJ	EA	1.00	$ 2,000.00	$ 2,000.00	$ 2,700.00	$ 2,700.00	$ 1,717.00	$ 1,717.00	$ 1,660.00	$ 1,660.00	$ 2,056.40	$ 2,056.40	$ 1,650.00	$ 1,650.00
7	12"x12" TEE, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 2,150.00	$ 4,300.00	$ 3,017.00	$ 6,034.00	$ 1,880.00	$ 3,760.00	$ 2,224.60	$ 4,449.20	$ 2,650.00	$ 5,300.00
8	12"x6" TEE, MJ	EA	1.00	$ 3,500.00	$ 3,500.00	$ 1,600.00	$ 1,600.00	$ 2,260.00	$ 2,260.00	$ 1,540.00	$ 1,540.00	$ 1,712.10	$ 1,712.10	$ 2,350.00	$ 2,350.00
9	12" PLUG, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 700.00	$ 1,400.00	$ 1,049.00	$ 2,098.00	$ 975.00	$ 1,950.00	$ 4,308.20	$ 8,616.40	$ 1,250.00	$ 2,500.00
10	12"x90° BEND, MJ	EA	1.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 2,242.00	$ 2,242.00	$ 1,445.00	$ 1,445.00	$ 1,684.80	$ 1,684.80	$ 2,350.00	$ 2,350.00
11	12"x45° BEND, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 1,400.00	$ 2,800.00	$ 2,138.00	$ 4,276.00	$ 1,440.00	$ 2,880.00	$ 1,519.90	$ 3,039.80	$ 2,350.00	$ 4,700.00
12	12"x45° VERTICAL BEND, MJ	EA	4.00	$ 3,500.00	$ 14,000.00	$ 1,900.00	$ 7,600.00	$ 2,138.00	$ 8,552.00	$ 1,655.00	$ 6,620.00	$ 1,785.70	$ 7,142.80	$ 2,950.00	$ 11,800.00
13	FIRE HYDRANT ASSEMBLY	EA	1.00	$ 5,500.00	$ 5,500.00	$ 6,500.00	$ 6,500.00	$ 6,078.00	$ 6,078.00	$ 4,825.00	$ 4,825.00	$ 6,723.40	$ 6,723.40	$ 4,950.00	$ 4,950.00
14	BORE & STEEL ENCASEMENT FOR 12" PIPE	LF	176.00	$ 200.00	$ 35,200.00	$ 510.00	$ 89,760.00	$ 465.00	$ 81,840.00	$ 805.00	$ 141,680.00	$ 715.90	$ 125,998.40	$ 500.00	$ 88,000.00
15	DISINFECTION & TESTING	LS	1.00	$ 7,500.00	$ 7,500.00	$ 1,200.00	$ 1,200.00	$ 4,358.00	$ 4,358.00	$ 4,295.00	$ 4,295.00	$ 4,388.30	$ 4,388.30	$ 1,500.00	$ 1,500.00
16	TRAFFIC CONTROL	LS	1.00	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 6,000.00	$ 3,450.00	$ 3,450.00	$ 2,025.00	$ 2,025.00	$ 6,598.40	$ 6,598.40	$ 1,500.00	$ 1,500.00
17	TEMPORARY EROSION CONTROL AND SEDIMENT CONTROL	LS	1.00	$ 10,000.00	$ 10,000.00	$ 3,500.00	$ 3,500.00	$ 18,069.00	$ 18,069.00	$ 2,315.00	$ 2,315.00	$ 7,879.70	$ 7,879.70	$ 2,500.00	$ 2,500.00
18	SOLID SLAB SODDING	SY	800.00	$ 10.00	$ 8,000.00	$ 6.00	$ 4,800.00	$ 10.00	$ 8,000.00	$ 5.50	$ 4,400.00	$ 11.70	$ 9,360.00	$ 6.50	$ 5,200.00
19	CONSTRUCTION STAKING	LS	1.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 6,659.00	$ 6,659.00	$ 1,420.00	$ 1,420.00	$ 4,580.50	$ 4,580.50	$ 2,500.00	$ 2,500.00
20	MOBILIZATION	LS	1.00	$ 15,000.00	$ 15,000.00	$ 12,000.00	$ 12,000.00	$ 15,000.00	$ 15,000.00	$ 22,370.00	$ 22,370.00	$ 20,150.00	$ 20,150.00	$ 5,860.00	$ 5,860.00
					TOTAL	$ 282,450.00		$ 341,726.00		$ 357,663.00		$ 403,351.00		$ 386,699.20		$ 306,840.00

Bryan Richards, P.E. - BWR Design Group, LLC

PROJECT DESCRIPTION	PUBLIC WATER MAIN PLANS TO SERVE
	S.E. 29th STREET
	Water Bid Tabulation Page 2 0f 2
DATE	8/12/2025

				ENGR: BWR Design Group		Jordan Contracting		Patriot Construction		Timco-Services		United Trenching			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST		
1	12" PVC WATER LINE (C900)	LF	1,158.00	$ 100.00	$ 115,800.00	$ 150.00	$ 173,700.00	$ 121.52	$ 140,720.16	$ 135.00	$ 156,330.00	$ 164.00	$ 189,912.00		
2	6" PVC WATER LINE (C900)	LF	6.00	$ 75.00	$ 450.00	$ 200.00	$ 1,200.00	$ 94.02	$ 564.12	$ 97.50	$ 585.00	$ 65.00	$ 390.00		
3	12"x12" TAPPING SLEEVE, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 3,500.00	$ 7,000.00	$ 5,218.88	$ 10,437.76	$ 4,565.00	$ 9,130.00	$ 8,000.00	$ 16,000.00		
4	12" TAPPING VALVE & BOX, MJ	EA	2.00	$ 3,000.00	$ 6,000.00	$ 4,000.00	$ 8,000.00	$ 4,488.54	$ 8,977.08	$ 9,173.00	$ 18,346.00	$ 4,200.00	$ 8,400.00		
5	12" GATE VALVE & BOX, MJ	EA	6.00	$ 3,000.00	$ 18,000.00	$ 4,000.00	$ 24,000.00	$ 3,994.17	$ 23,965.02	$ 6,705.00	$ 40,230.00	$ 4,200.00	$ 25,200.00		
6	6" GATE VALVE & BOX, MJ	EA	1.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 1,869.40	$ 1,869.40	$ 3,337.00	$ 3,337.00	$ 1,500.00	$ 1,500.00		
7	12"x12" TEE, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 1,500.00	$ 3,000.00	$ 2,659.77	$ 5,319.54	$ 3,595.00	$ 7,190.00	$ 1,300.00	$ 2,600.00		
8	12"x6" TEE, MJ	EA	1.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 2,173.88	$ 2,173.88	$ 3,522.00	$ 3,522.00	$ 950.00	$ 950.00		
9	12" PLUG, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 750.00	$ 1,500.00	$ 1,098.57	$ 2,197.14	$ 2,475.00	$ 4,950.00	$ 550.00	$ 1,100.00		
10	12"x90° BEND, MJ	EA	1.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 2,154.72	$ 2,154.72	$ 3,153.00	$ 3,153.00	$ 1,000.00	$ 1,000.00		
11	12"x45° BEND, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 1,500.00	$ 3,000.00	$ 2,045.47	$ 4,090.94	$ 3,058.00	$ 6,116.00	$ 950.00	$ 1,900.00		
12	12"x45° VERTICAL BEND, MJ	EA	4.00	$ 3,500.00	$ 14,000.00	$ 1,500.00	$ 6,000.00	$ 2,465.47	$ 9,861.88	$ 3,058.00	$ 12,232.00	$ 980.00	$ 3,920.00		
13	FIRE HYDRANT ASSEMBLY	EA	1.00	$ 5,500.00	$ 5,500.00	$ 7,500.00	$ 7,500.00	$ 5,982.69	$ 5,982.69	$ 7,234.00	$ 7,234.00	$ 4,000.00	$ 4,000.00		
14	BORE & STEEL ENCASEMENT FOR 12" PIPE	LF	176.00	$ 200.00	$ 35,200.00	$ 500.00	$ 88,000.00	$ 511.10	$ 89,953.60	$ 458.00	$ 80,608.00	$ 425.00	$ 74,800.00		
15	DISINFECTION & TESTING	LS	1.00	$ 7,500.00	$ 7,500.00	$ 3,000.00	$ 3,000.00	$ 1,962.00	$ 1,962.00	$ 5,000.00	$ 5,000.00	$ 500.00	$ 500.00		
16	TRAFFIC CONTROL	LS	1.00	$ 5,000.00	$ 5,000.00	$ 7,500.00	$ 7,500.00	$ 1,962.00	$ 1,962.00	$ 20,000.00	$ 20,000.00	$ 4,000.00	$ 4,000.00		
17	TEMPORARY EROSION CONTROL AND SEDIMENT CONTROL	LS	1.00	$ 10,000.00	$ 10,000.00	$ 7,500.00	$ 7,500.00	$ 1,962.00	$ 1,962.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00		
18	SOLID SLAB SODDING	SY	800.00	$ 10.00	$ 8,000.00	$ 5.00	$ 4,000.00	$ 9.81	$ 7,848.00	$ 6.00	$ 4,800.00	$ 6.00	$ 4,800.00		
19	CONSTRUCTION STAKING	LS	1.00	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 3,270.00	$ 3,270.00	$ 5,000.00	$ 5,000.00	$ 3,500.00	$ 3,500.00		
20	MOBILIZATION	LS	1.00	$ 15,000.00	$ 15,000.00	$ 7,500.00	$ 7,500.00	$ 3,270.00	$ 3,270.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00		
				TOTAL	$ 282,450.00		$ 360,400.00		$ 328,541.93		$ 412,263.00		$ 368,972.00		

Bryan Richards, P.E. - BWR Design Group, LLC

PROJECT DESCRIPTION	PUBLIC WASTEWATER MAIN PLANS TO SERVE
	S.E. 29th STREET
	Sewer Bid Tabulation Page 1 0f 2
DATE	8/12/2025

				ENGR: BWR Design Group		4M Trenching		Brewer Construction		Cimarron Construction		Civil Builders		H&H Plumbing	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	8" SANITARY SEWER LINE (SDR-35)	LF	2,360.00	$ 60.00	$ 141,600.00	$ 43.00	$ 101,480.00	$ 44.00	$ 103,840.00	$ 74.00	$ 174,640.00	$ 54.60	$ 128,856.00	$ 45.00	$ 106,200.00
2	STANDARD 4-FT DIA. MANHOLE	EA	6.00	$ 5,000.00	$ 30,000.00	$ 5,000.00	$ 30,000.00	$ 2,476.00	$ 14,856.00	$ 3,330.00	$ 19,980.00	$ 5,075.00	$ 30,450.00	$ 4,500.00	$ 27,000.00
3	4-FT DIA. MANHOLE w/INSIDE DROP	EA	3.00	$ 500.00	$ 1,500.00	$ 8,400.00	$ 25,200.00	$ 3,020.00	$ 9,060.00	$ 5,715.00	$ 17,145.00	$ 7,675.90	$ 23,027.70	$ 5,900.00	$ 17,700.00
4	EXTRA DEPTH 4' DIA. MANHOLE	EA	21.00	$ 100.00	$ 2,100.00	$ 350.00	$ 7,350.00	$ 444.00	$ 9,324.00	$ 430.00	$ 9,030.00	$ 659.80	$ 13,855.80	$ 350.00	$ 7,350.00
5	WATER TIGHT MANHOLE LID	EA	4.00	$ 1,000.00	$ 4,000.00	$ 650.00	$ 2,600.00	$ 1,126.00	$ 4,504.00	$ 800.00	$ 3,200.00	$ 2,600.90	$ 10,403.60	$ 250.00	$ 1,000.00
6	CONNECTION TO EXISTING MANHOLE	EA	1.00	$ 500.00	$ 500.00	$ 4,000.00	$ 4,000.00	$ 2,434.00	$ 2,434.00	$ 3,245.00	$ 3,245.00	$ 3,742.80	$ 3,742.80	$ 1,500.00	$ 1,500.00
7	8" PVC SRD-35 TRENCH (0' - 6')	LF	1,376.00	$ 30.00	$ 41,280.00	$ 23.00	$ 31,648.00	$ 59.00	$ 81,184.00	$ 4.00	$ 5,504.00	$ 44.40	$ 61,094.40	$ 12.00	$ 16,512.00
8	8" PVC SRD-35 TRENCH (6' - 10')	LF	850.00	$ 50.00	$ 42,500.00	$ 38.00	$ 32,300.00	$ 68.00	$ 57,800.00	$ 8.00	$ 6,800.00	$ 82.50	$ 70,125.00	$ 14.00	$ 11,900.00
9	CRUSHED ROCK BEDDING	CY	44.00	$ 100.00	$ 4,400.00	$ 1.00	$ 44.00	$ 65.00	$ 2,860.00	$ 110.00	$ 4,840.00	$ 126.90	$ 5,583.60	$ 75.00	$ 3,300.00
10	BORE & STEEL ENCASEMENT FOR 8" LINE	LF	134.00	$ 200.00	$ 26,800.00	$ 420.00	$ 56,280.00	$ 401.00	$ 53,734.00	$ 685.00	$ 91,790.00	$ 723.20	$ 96,908.80	$ 450.00	$ 60,300.00
11	SERVICE LINE CONNECTION	EA	1.00	$ 1,000.00	$ 1,000.00	$ 400.00	$ 400.00	$ 1,264.00	$ 1,264.00	$ 960.00	$ 960.00	$ 1,332.20	$ 1,332.20	$ 500.00	$ 500.00
12	8"x4" WYE	EA	1.00	$ 500.00	$ 500.00	$ 135.00	$ 135.00	$ 351.00	$ 351.00	$ 250.00	$ 250.00	$ 222.00	$ 222.00	$ 250.00	$ 250.00
13	4"X1/8 BEND	EA	1.00	$ 500.00	$ 500.00	$ 15.00	$ 15.00	$ 239.00	$ 239.00	$ 80.00	$ 80.00	$ 57.10	$ 57.10	$ 75.00	$ 75.00
14	4" RISER PIPE (PVC SCD 40)	VF	10.00	$ 75.00	$ 750.00	$ 10.00	$ 100.00	$ 119.00	$ 1,190.00	$ 20.00	$ 200.00	$ 24.10	$ 241.00	$ 25.00	$ 250.00
15	4" SERVICE PIPE (PVC SCD 40)	LF	18.00	$ 75.00	$ 1,350.00	$ 40.00	$ 720.00	$ 117.00	$ 2,106.00	$ 35.00	$ 630.00	$ 30.50	$ 549.00	$ 30.00	$ 540.00
16	LEAKAGE TESTING	LS	1.00	$ 4,500.00	$ 4,500.00	$ 1,050.00	$ 1,050.00	$ 2,729.00	$ 2,729.00	$ 2,675.00	$ 2,675.00	$ 3,489.10	$ 3,489.10	$ 2,500.00	$ 2,500.00
17	DEFLECTION TEST	LS	1.00	$ 3,500.00	$ 3,500.00	$ 500.00	$ 500.00	$ 3,273.00	$ 3,273.00	$ 2,675.00	$ 2,675.00	$ 6,026.60	$ 6,026.60	$ 2,500.00	$ 2,500.00
18	MANHOLE TESTING	LS	1.00	$ 3,500.00	$ 3,500.00	$ 1,200.00	$ 1,200.00	$ 2,184.00	$ 2,184.00	$ 2,500.00	$ 2,500.00	$ 3,171.90	$ 3,171.90	$ 3,000.00	$ 3,000.00
19	TRAFFIC CONTROL	LS	1.00	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 6,000.00	$ 3,450.00	$ 3,450.00	$ 1,745.00	$ 1,745.00	$ 6,978.10	$ 6,978.10	$ 2,000.00	$ 2,000.00
20	TEMPORARY EROSION CONTROL AND SEDIMENT CONTROL	LS	1.00	$ 10,000.00	$ 10,000.00	$ 16,000.00	$ 16,000.00	$ 40,958.00	$ 40,958.00	$ 8,865.00	$ 8,865.00	$ 10,784.40	$ 10,784.40	$ 6,500.00	$ 6,500.00
21	SOLID SLAB SODDING	SY	1,100.00	$ 10.00	$ 11,000.00	$ 7.00	$ 7,700.00	$ 10.00	$ 11,000.00	$ 5.00	$ 5,500.00	$ 11.40	$ 12,540.00	$ 6.50	$ 7,150.00
22	CONSTRUCTION STAKING	LS	1.00	$ 5,000.00	$ 5,000.00	$ 7,500.00	$ 7,500.00	$ 13,570.00	$ 13,570.00	$ 2,245.00	$ 2,245.00	$ 6,343.80	$ 6,343.80	$ 3,200.00	$ 3,200.00
23	MOBILIZATION	LS	1.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 25,000.00	$ 25,000.00	$ 35,300.00	$ 35,300.00	$ 25,400.00	$ 25,400.00	$ 6,903.00	$ 6,903.00
24	CLEARING AND RESTORATION	LS	1.00	$ 5,000.00	$ 5,000.00	$ 91,000.00	$ 91,000.00	$ 125,000.00	$ 125,000.00	$ 90,248.00	$ 90,248.00	$ 22,203.10	$ 22,203.10	$ 22,000.00	$ 22,000.00
				TOTAL	$ 361,280.00		$ 438,222.00		$ 571,910.00		$ 490,047.00		$ 543,386.00		$ 310,130.00

Bryan Richards, P.E. - BWR Design Group, LLC

PROJECT DESCRIPTION	**PUBLIC WASTEWATER MAIN PLANS TO SERVE**
	S.E. 29th STREET
	Sewer Bid Tabulation Page 2 0f 2
DATE	**8/12/2025**

				ENGR: BWR Design Group		Jordan Contracting		Patriot Construction		Timco-Services		United Trenching			
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**
1	8" SANITARY SEWER LINE (SDR-35)	LF	2,360.00	$ 60.00	$ 141,600.00	$ 120.00	$ 283,200.00	$ 55.00	$ 129,800.00	$ 30.00	$ 70,800.00	$ 109.50	$ 258,420.00		
2	STANDARD 4-FT DIA. MANHOLE	EA	6.00	$ 5,000.00	$ 30,000.00	$ 3,000.00	$ 18,000.00	$ 2,919.00	$ 17,514.00	$ 11,005.00	$ 66,030.00	$ 2,300.00	$ 13,800.00		
3	4-FT DIA. MANHOLE w/INSIDE DROP	EA	3.00	$ 500.00	$ 1,500.00	$ 3,500.00	$ 10,500.00	$ 5,923.00	$ 17,769.00	$ 11,970.00	$ 35,910.00	$ 2,800.00	$ 8,400.00		
4	EXTRA DEPTH 4' DIA. MANHOLE	EA	21.00	$ 100.00	$ 2,100.00	$ 300.00	$ 6,300.00	$ 468.00	$ 9,828.00	$ 1,304.00	$ 27,384.00	$ 225.00	$ 4,725.00		
5	WATER TIGHT MANHOLE LID	EA	4.00	$ 1,000.00	$ 4,000.00	$ 350.00	$ 1,400.00	$ 1,590.00	$ 6,360.00	$ 2,175.00	$ 8,700.00	$ 400.00	$ 1,600.00		
6	CONNECTION TO EXISTING MANHOLE	EA	1.00	$ 500.00	$ 500.00	$ 750.00	$ 750.00	$ 10,000.00	$ 10,000.00	$ 2,585.00	$ 2,585.00	$ 3,000.00	$ 3,000.00		
7	8" PVC SRD-35 TRENCH (0' - 6')	LF	1,376.00	$ 30.00	$ 41,280.00	$ 30.00	$ 41,280.00	$ 46.00	$ 63,296.00	$ 62.00	$ 85,312.00	$ 10.00	$ 13,760.00		
8	8" PVC SRD-35 TRENCH (6' - 10')	LF	850.00	$ 50.00	$ 42,500.00	$ 40.00	$ 34,000.00	$ 47.00	$ 39,950.00	$ 105.00	$ 89,250.00	$ 10.00	$ 8,500.00		
9	CRUSHED ROCK BEDDING	CY	44.00	$ 100.00	$ 4,400.00	$ 60.00	$ 2,640.00	$ 125.00	$ 5,500.00	$ 185.00	$ 8,140.00	$ 50.00	$ 2,200.00		
10	BORE & STEEL ENCASEMENT FOR 8" LINE	LF	134.00	$ 200.00	$ 26,800.00	$ 400.00	$ 53,600.00	$ 518.00	$ 69,412.00	$ 269.00	$ 36,046.00	$ 380.00	$ 50,920.00		
11	SERVICE LINE CONNECTION	EA	1.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 2,745.00	$ 2,745.00	$ 2,500.00	$ 2,500.00	$ 200.00	$ 200.00		
12	8"x4" WYE	EA	1.00	$ 500.00	$ 500.00	$ 200.00	$ 200.00	$ 602.00	$ 602.00	$ 2,150.00	$ 2,150.00	$ 200.00	$ 200.00		
13	4"X1/8 BEND	EA	1.00	$ 500.00	$ 500.00	$ 20.00	$ 20.00	$ 485.00	$ 485.00	$ 2,163.00	$ 2,163.00	$ 50.00	$ 50.00		
14	4" RISER PIPE (PVC SCD 40)	VF	10.00	$ 75.00	$ 750.00	$ 5.00	$ 50.00	$ 52.00	$ 520.00	$ 1,102.00	$ 11,020.00	$ 15.00	$ 150.00		
15	4" SERVICE PIPE (PVC SCD 40)	LF	18.00	$ 75.00	$ 1,350.00	$ 5.00	$ 90.00	$ 55.00	$ 990.00	$ 125.00	$ 2,250.00	$ 30.00	$ 540.00		
16	LEAKAGE TESTING	LS	1.00	$ 4,500.00	$ 4,500.00	$ 1,500.00	$ 1,500.00	$ 1,962.00	$ 1,962.00	$ 12,000.00	$ 12,000.00	$ 500.00	$ 500.00		
17	DEFLECTION TEST	LS	1.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 1,962.00	$ 1,962.00	$ 10,000.00	$ 10,000.00	$ 200.00	$ 200.00		
18	MANHOLE TESTING	LS	1.00	$ 3,500.00	$ 3,500.00	$ 2,000.00	$ 2,000.00	$ 5,886.00	$ 5,886.00	$ 12,000.00	$ 12,000.00	$ 500.00	$ 500.00		
19	TRAFFIC CONTROL	LS	1.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 3,270.00	$ 3,270.00	$ 10,000.00	$ 10,000.00	$ 4,000.00	$ 4,000.00		
20	TEMPORARY EROSION CONTROL AND SEDIMENT CONTROL	LS	1.00	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00	$ 1,962.00	$ 1,962.00	$ 10,000.00	$ 10,000.00	$ 8,000.00	$ 8,000.00		
21	SOLID SLAB SODDING	SY	1,100.00	$ 10.00	$ 11,000.00	$ 5.00	$ 5,500.00	$ 9.00	$ 9,900.00	$ 6.00	$ 6,600.00	$ 6.00	$ 6,600.00		
22	CONSTRUCTION STAKING	LS	1.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00	$ 7,500.00	$ 7,500.00		
23	MOBILIZATION	LS	1.00	$ 15,000.00	$ 15,000.00	$ 7,500.00	$ 7,500.00	$ 36,540.00	$ 36,540.00	$ 25,000.00	$ 25,000.00	$ 15,000.00	$ 15,000.00		
24	CLEARING AND RESTORATION	LS	1.00	$ 5,000.00	$ 5,000.00	$ 30,000.00	$ 30,000.00	$ 52,800.00	$ 52,800.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00		
				TOTAL	**$ 361,280.00**		**$ 516,030.00**		**$ 492,053.00**		**$ 570,840.00**		**$ 438,765.00**		

Bryan Richards, P.E. - BWR Design Group, LLC

MIDWEST CITY

Where the Spirit Flies High

NEW BUSINESS/ PUBLIC DISCUSSION

MIDWEST CITY

Where the Spirit Flies High

HOSPITAL AUTHORITY

AGENDA

MEMORIAL HOSPITAL AUTHORITY AGENDA

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

August 26, 2025 – 6:02 PM

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

A. CALL TO ORDER.

B. 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 meeting minutes for July 22, 2025. (Secretary - S. Hancock)

2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2025-2026, increase: Hospital Authority Fund, expenses/Hospital Authority (90) $5,565,557. (Finance - T. Cromar)

3. Discussion, consideration and possible action of approving a request for a six (6) month extension to expend Grant funds from the 2023 Grant approval for Blue Light Phones. (D. Maisch – City Attorney).

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)

2. Discussion, consideration, and possible action of awarding the bid to and approving a contract with H & H Plumbing & Utilities, Inc., for $616,970.00 and 90 Calendar Days for the S.E. 29th Street and Douglas Boulevard Water Line and Sanitary Sewer Improvement project and authorizing the General Manager to execute the contract. - (P. Streets - Public Works Administration)

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.

MIDWEST CITY

Where the Spirit Flies High

CONSENT AGENDA

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

Midwest City Memorial Hospital Authority Minutes

July 22, 2025

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

Vice-Chairman Pat Byrne called the meeting to order at 8:00 PM with following members present:

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

Absent: Trustee Susan Eads, Trustee Rita Maxwell, and Chairman Matt Dukes.

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

1. Discussion, consideration and possible action to approve the minutes of the June 24, 2025 meeting.

2. Discussion, consideration and possible action for adoption of Resolution HA2025-02 for the Midwest City Memorial Hospital Authority, a public trust, to release unappropriated fund balance in the amount of $28,142,822 at the close of day June 30, 2025 to be made available for fiscal year 2025-2026; and amending the budget for fiscal year 2025-2026 to include the released appropriations from the fiscal year 2024-2025 budget as supplemental appropriations; and, effective July 1, 2025, renewing encumbrance commitments canceled at the close of day June 30, 2025.

3. Discussion, consideration and possible action regarding Resolution HA 2025-03 to renew the Projects Agreement required by the Tax Apportionment Refunding Bonds, Taxable Series 2018 for FY 2025-2026.

4. Discussion, consideration and possible action of approving a request for a six (6) month extension to expend Grant funds from the 2025 Grant approval.

DISCUSSION ITEMS.

1. **Discussion, consideration and possible action of approving an amendment to the contract with the Board of Grantors limiting who can apply for grant funds to not-for-profit and/or governmental entities.**

Lyon and Maisch addressed the council. After Staff and Trustee discussion, Favors made a motion to approve the amendment, seconded by Bana. Voting Aye: Byrne, Thompson, Bana and Favors. Nay: None. Absent: Eads, Maxwell, and Dukes. Motion carried.

2. **Discussion, consideration and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.**
   No Action Needed.

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

ADJOURNMENT.

There being no further business, Vice-Chairman Byrne adjourned the meeting at 8:04 PM.

ATTEST:

_____
PAT BYRNE, Vice-Chairman

_____
SARA HANCOCK, Secretary

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

MEMORANDUM

TO: Honorable Chairman and Trustees of the Memorial Hospital Authority

FROM: Tiatia Cromar, Finance Director

DATE: August 26, 2025

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2025-2026, increase: Hospital Authority Fund, expenses/Hospital Authority (90) $5,565,557.

This supplement is needed to increase budget for 9010 division for expenditures related to paying the remaining amount of original contract with SSM Hospital.

Tiatia Cromar
Finance Director

SUPPLEMENTS

August 26, 2025

Fund MWC HOSPITAL AUTHORITY (425)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
90	HOSPITAL AUTHORITY			5,565,557	
		0	0	5,565,557	0

Explanation:
To pay for the remaining amount from the original $20 million contracted with SSM Hospital.
Funding to come from Fund Balance.

City Attorney, Donald D. Maisch
100 N. Midwest Boulevard
Midwest City, OK 73110
DMaisch@midwestcityok.org
Office: 405.739.1203
www.midwestcityok.org

M E M O R A N D U M

To: Chair and Trustees of the Midwest City Memorial Hospital Authority

From: Don Maisch
City Attorney

RE: Discussion, consideration and possible action of approving a request for a six (6) month extension to expend Grant funds from the 2023 Grant approval for Blue Light Phones. (D. Maisch – City Attorney).

Date: August 26, 2025

In February of 2023, the Trustees for the Midwest City Memorial Hospital Authority approved a grant to Engineering and Construction Division for the City of Midwest City approximately $75,000.00 to install five (5) Blue Light Phones at certain trail locations. To date Engineering and Construction has not been able to expend the funds.

Several of the proposed locations are within flood prone areas and will consequently submerse and short the electronics of a Blue Light Phone. The amended scope would reduce new installations to three (3) at sustainable locations. City staff requests any remaining assigned funds distribute to assessing and possible rehab of existing seventeen (17) blue light phones. This would range from faded/broken plexi-glass, solar power system, instructional decals, and vandalized/inoperable components within existing.

The project is in the budget as Project # 242310, 016-2410-431.40-02. In August of 2024 purchase order 264377 was assigned to a vendor/contractor to begin purchase and installs but was halted shortly after due to flood and electrical shorting concerns. This is where city staff will get over the hurdle and request to fulfil grant obligation. The phones have now been delivered and currently, the City is programming the phones. Once the programming is completed, the phones will be delivered to the contractor to assemble the call box and install the radio. Once this is done, then the call boxes are to be installed. Concrete pads for the call boxes have been poured. This six (6) month extension is until February of 2026. Approval is at the discretion of the Trustees for the Hospital Authority

Respectfully submitted,

Donald D. Maisch
City Attorney

MIDWEST CITY

Where the Spirit Flies High

DISCUSSION ITEMS

Memorial Hospital Authority
General Manager/Administrator, Tim Lyon
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1201
tlyon@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: August 26, 2025

Subject: Discussion, consideration, and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

This item is on each agenda in the event that the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed, or changes need to be made to the Statement of Investment Policy on short notice.

Tiatia Cromar
Finance Director

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

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: August 26, 2025

Subject: Discussion, consideration, and possible action of awarding the bid to and approving a contract with H & H Plumbing & Utilities, Inc., for $616,970.00 and 90 Calendar Days for the S.E. 29th Street and Douglas Boulevard Water Line and Sanitary Sewer Improvement project and authorizing the General Manager to execute the contract.

Public Works recently sought bids for construction services associated with the SE 29th Street and Douglas Boulevard Water Line and Sanitary Sewer Improvement project. This project will construct 2,360 linear feet of eight (8) inch PVC sanitary sewer line from an existing manhole located north of SE 26th St to the southeast corner of SE 19th St and Engle Rd. It will also construct six (6) linear feet of six (6) inch PVC potable water line, 1,158 linear feet of twelve (12) inch PVC potable water line, and all appurtenances to serve the Sentinal Square development.

The bid opening occurred on August 12, 2025, for the above referenced project. Nine (9) bids were received. The lowest and best bid that met specifications was submitted by H & H Plumbing & Utilities, Inc., for a total base bid of $616,970.00. Staff recommends award of the bid to H & H Plumbing & Utilities, Inc., in the amount of $616,970.00. Upon approval, the parties will enter into a contract to be signed by the General Manager in accordance with the terms and conditions as specified herein.

The recommendation letter and bid tabulation are attached. Funds for this project are available in Account No. 194-9210-463.40-05, Project No. 922201, Account No. 194-9210-463.40-06, Project No. 921501, and Account No. 425-9050-415.40-05, Project No. 902508.

Approval is at the discretion of the Authority.

Respectfully,

R. Paul Streets
Public Works Director

Attachments

BwR
DESIGN GROUP

August 15, 2025

City of Midwest City
101 N Midwest City Blvd.,
Midwest City, OK 73110
ATTN: Patrick Menefee, City Engineer

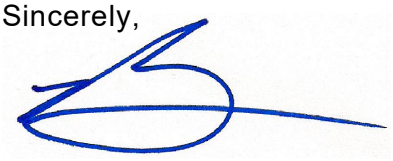
RE: Public Water Main and Public Wastewater Main To Serve S.E. 29th Street

Mr. Menefee,

We have evaluated the bids received on August 12, 2025 for the referenced project above. We received a total of nine (9) bids. The attached bid tabulation detail sheets and summary sheet show the bid amounts received.

The low bid was submitted by H & H Plumbing in the amount of $616,970.00. The Engineer's estimate was $643,730.00. Our evaluation of the experience and reputation of H & H Plumbing indicates that they are capable of completing this project. Therefore, we recommend the award of the contract for construction to H & H Plumbing in the amount of $616,970.00

Sincerely,



Bryan W. Richards, P.E., CFM
BWR DESIGN GROUP, LLC

PO Box 31732
Edmond, OK, 73003
bwrdesigngroup@gmail.com
405-761-5517

PUBLIC WATER & SEWER PLANS TO SERVE
S.E. 29th STREET
Water & Sewer Bid Tabulation Summary
8/12/2025

	Water Project	Sewer Project	TOTAL
ENGR: BWR Design Group	$282,450.00	$361,280.00	**$643,730.00**
4M Trenching	$341,726.00	$438,222.00	**$779,948.00**
Brewer Construction	$357,663.00	$571,910.00	**$929,573.00**
Cimarron Construction	$403,351.00	$490,047.00	**$893,398.00**
Civil Builders	$386,699.20	$543,386.00	**$930,085.20**
H&H Plumbing	$306,840.00	$310,130.00	**$616,970.00**
Jordan Contracting	$360,400.00	$516,030.00	**$876,430.00**
Patriot Construction	$328,541.93	$492,053.00	**$820,594.93**
Timco-Services	$412,263.00	$570,840.00	**$983,103.00**
United Trenching	$368,972.00	$438,765.00	**$807,737.00**

Bryan Richards, P.E. - BWR Design Group, LLC

PROJECT DESCRIPTION	PUBLIC WATER MAIN PLANS TO SERVE
	S.E. 29th STREET
	Water Bid Tabulation Page 1 0f 2
DATE	8/12/2025

				ENGR: BWR Design Group		4M Trenching		Brewer Construction		Cimarron Construction		Civil Builders		H&H Plumbing	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	12" PVC WATER LINE (C900)	LF	1,158.00	$ 100.00	$ 115,800.00	$ 112.00	$ 129,696.00	$ 121.00	$ 140,118.00	$ 127.00	$ 147,066.00	$ 99.90	$ 115,684.20	$ 95.00	$ 110,010.00
2	6" PVC WATER LINE (C900)	LF	6.00	$ 75.00	$ 450.00	$ 75.00	$ 450.00	$ 105.00	$ 630.00	$ 125.00	$ 750.00	$ 81.70	$ 490.20	$ 45.00	$ 270.00
3	12"x12" TAPPING SLEEVE, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 10,000.00	$ 20,000.00	$ 5,013.00	$ 10,026.00	$ 6,160.00	$ 12,320.00	$ 7,591.40	$ 15,182.80	$ 5,850.00	$ 11,700.00
4	12" TAPPING VALVE & BOX, MJ	EA	2.00	$ 3,000.00	$ 6,000.00	$ 7,500.00	$ 15,000.00	$ 5,129.00	$ 10,258.00	$ 6,995.00	$ 13,990.00	$ 4,904.00	$ 9,808.00	$ 6,550.00	$ 13,100.00
5	12" GATE VALVE & BOX, MJ	EA	6.00	$ 3,000.00	$ 18,000.00	$ 4,320.00	$ 25,920.00	$ 4,333.00	$ 25,998.00	$ 4,340.00	$ 26,040.00	$ 5,192.30	$ 31,153.80	$ 4,850.00	$ 29,100.00
6	6" GATE VALVE & BOX, MJ	EA	1.00	$ 2,000.00	$ 2,000.00	$ 2,700.00	$ 2,700.00	$ 1,717.00	$ 1,717.00	$ 1,660.00	$ 1,660.00	$ 2,056.40	$ 2,056.40	$ 1,650.00	$ 1,650.00
7	12"x12" TEE, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 2,150.00	$ 4,300.00	$ 3,017.00	$ 6,034.00	$ 1,880.00	$ 3,760.00	$ 2,224.60	$ 4,449.20	$ 2,650.00	$ 5,300.00
8	12"x6" TEE, MJ	EA	1.00	$ 3,500.00	$ 3,500.00	$ 1,600.00	$ 1,600.00	$ 2,260.00	$ 2,260.00	$ 1,540.00	$ 1,540.00	$ 1,712.10	$ 1,712.10	$ 2,350.00	$ 2,350.00
9	12" PLUG, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 700.00	$ 1,400.00	$ 1,049.00	$ 2,098.00	$ 975.00	$ 1,950.00	$ 4,308.20	$ 8,616.40	$ 1,250.00	$ 2,500.00
10	12"x90° BEND, MJ	EA	1.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 2,242.00	$ 2,242.00	$ 1,445.00	$ 1,445.00	$ 1,684.80	$ 1,684.80	$ 2,350.00	$ 2,350.00
11	12"x45° BEND, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 1,400.00	$ 2,800.00	$ 2,138.00	$ 4,276.00	$ 1,440.00	$ 2,880.00	$ 1,519.90	$ 3,039.80	$ 2,350.00	$ 4,700.00
12	12"x45° VERTICAL BEND, MJ	EA	4.00	$ 3,500.00	$ 14,000.00	$ 1,900.00	$ 7,600.00	$ 2,138.00	$ 8,552.00	$ 1,655.00	$ 6,620.00	$ 1,785.70	$ 7,142.80	$ 2,950.00	$ 11,800.00
13	FIRE HYDRANT ASSEMBLY	EA	1.00	$ 5,500.00	$ 5,500.00	$ 6,500.00	$ 6,500.00	$ 6,078.00	$ 6,078.00	$ 4,825.00	$ 4,825.00	$ 6,723.40	$ 6,723.40	$ 4,950.00	$ 4,950.00
14	BORE & STEEL ENCASEMENT FOR 12" PIPE	LF	176.00	$ 200.00	$ 35,200.00	$ 510.00	$ 89,760.00	$ 465.00	$ 81,840.00	$ 805.00	$ 141,680.00	$ 715.90	$ 125,998.40	$ 500.00	$ 88,000.00
15	DISINFECTION & TESTING	LS	1.00	$ 7,500.00	$ 7,500.00	$ 1,200.00	$ 1,200.00	$ 4,358.00	$ 4,358.00	$ 4,295.00	$ 4,295.00	$ 4,388.30	$ 4,388.30	$ 1,500.00	$ 1,500.00
16	TRAFFIC CONTROL	LS	1.00	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 6,000.00	$ 3,450.00	$ 3,450.00	$ 2,025.00	$ 2,025.00	$ 6,598.40	$ 6,598.40	$ 1,500.00	$ 1,500.00
17	TEMPORARY EROSION CONTROL AND SEDIMENT CONTROL	LS	1.00	$ 10,000.00	$ 10,000.00	$ 3,500.00	$ 3,500.00	$ 18,069.00	$ 18,069.00	$ 2,315.00	$ 2,315.00	$ 7,879.70	$ 7,879.70	$ 2,500.00	$ 2,500.00
18	SOLID SLAB SODDING	SY	800.00	$ 10.00	$ 8,000.00	$ 6.00	$ 4,800.00	$ 10.00	$ 8,000.00	$ 5.50	$ 4,400.00	$ 11.70	$ 9,360.00	$ 6.50	$ 5,200.00
19	CONSTRUCTION STAKING	LS	1.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 6,659.00	$ 6,659.00	$ 1,420.00	$ 1,420.00	$ 4,580.50	$ 4,580.50	$ 2,500.00	$ 2,500.00
20	MOBILIZATION	LS	1.00	$ 15,000.00	$ 15,000.00	$ 12,000.00	$ 12,000.00	$ 15,000.00	$ 15,000.00	$ 22,370.00	$ 22,370.00	$ 20,150.00	$ 20,150.00	$ 5,860.00	$ 5,860.00
					TOTAL	$ 282,450.00		$ 341,726.00		$ 357,663.00		$ 403,351.00		$ 386,699.20		$ 306,840.00

Bryan Richards, P.E. - BWR Design Group, LLC

PROJECT DESCRIPTION	PUBLIC WATER MAIN PLANS TO SERVE
	S.E. 29th STREET
	Water Bid Tabulation Page 2 0f 2
DATE	8/12/2025

				ENGR: BWR Design Group		Jordan Contracting		Patriot Construction		Timco-Services		United Trenching			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST		
1	12" PVC WATER LINE (C900)	LF	1,158.00	$ 100.00	$ 115,800.00	$ 150.00	$ 173,700.00	$ 121.52	$ 140,720.16	$ 135.00	$ 156,330.00	$ 164.00	$ 189,912.00		
2	6" PVC WATER LINE (C900)	LF	6.00	$ 75.00	$ 450.00	$ 200.00	$ 1,200.00	$ 94.02	$ 564.12	$ 97.50	$ 585.00	$ 65.00	$ 390.00		
3	12"x12" TAPPING SLEEVE, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 3,500.00	$ 7,000.00	$ 5,218.88	$ 10,437.76	$ 4,565.00	$ 9,130.00	$ 8,000.00	$ 16,000.00		
4	12" TAPPING VALVE & BOX, MJ	EA	2.00	$ 3,000.00	$ 6,000.00	$ 4,000.00	$ 8,000.00	$ 4,488.54	$ 8,977.08	$ 9,173.00	$ 18,346.00	$ 4,200.00	$ 8,400.00		
5	12" GATE VALVE & BOX, MJ	EA	6.00	$ 3,000.00	$ 18,000.00	$ 4,000.00	$ 24,000.00	$ 3,994.17	$ 23,965.02	$ 6,705.00	$ 40,230.00	$ 4,200.00	$ 25,200.00		
6	6" GATE VALVE & BOX, MJ	EA	1.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 1,869.40	$ 1,869.40	$ 3,337.00	$ 3,337.00	$ 1,500.00	$ 1,500.00		
7	12"x12" TEE, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 1,500.00	$ 3,000.00	$ 2,659.77	$ 5,319.54	$ 3,595.00	$ 7,190.00	$ 1,300.00	$ 2,600.00		
8	12"x6" TEE, MJ	EA	1.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 2,173.88	$ 2,173.88	$ 3,522.00	$ 3,522.00	$ 950.00	$ 950.00		
9	12" PLUG, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 750.00	$ 1,500.00	$ 1,098.57	$ 2,197.14	$ 2,475.00	$ 4,950.00	$ 550.00	$ 1,100.00		
10	12"x90° BEND, MJ	EA	1.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 2,154.72	$ 2,154.72	$ 3,153.00	$ 3,153.00	$ 1,000.00	$ 1,000.00		
11	12"x45° BEND, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 1,500.00	$ 3,000.00	$ 2,045.47	$ 4,090.94	$ 3,058.00	$ 6,116.00	$ 950.00	$ 1,900.00		
12	12"x45° VERTICAL BEND, MJ	EA	4.00	$ 3,500.00	$ 14,000.00	$ 1,500.00	$ 6,000.00	$ 2,465.47	$ 9,861.88	$ 3,058.00	$ 12,232.00	$ 980.00	$ 3,920.00		
13	FIRE HYDRANT ASSEMBLY	EA	1.00	$ 5,500.00	$ 5,500.00	$ 7,500.00	$ 7,500.00	$ 5,982.69	$ 5,982.69	$ 7,234.00	$ 7,234.00	$ 4,000.00	$ 4,000.00		
14	BORE & STEEL ENCASEMENT FOR 12" PIPE	LF	176.00	$ 200.00	$ 35,200.00	$ 500.00	$ 88,000.00	$ 511.10	$ 89,953.60	$ 458.00	$ 80,608.00	$ 425.00	$ 74,800.00		
15	DISINFECTION & TESTING	LS	1.00	$ 7,500.00	$ 7,500.00	$ 3,000.00	$ 3,000.00	$ 1,962.00	$ 1,962.00	$ 5,000.00	$ 5,000.00	$ 500.00	$ 500.00		
16	TRAFFIC CONTROL	LS	1.00	$ 5,000.00	$ 5,000.00	$ 7,500.00	$ 7,500.00	$ 1,962.00	$ 1,962.00	$ 20,000.00	$ 20,000.00	$ 4,000.00	$ 4,000.00		
17	TEMPORARY EROSION CONTROL AND SEDIMENT CONTROL	LS	1.00	$ 10,000.00	$ 10,000.00	$ 7,500.00	$ 7,500.00	$ 1,962.00	$ 1,962.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00		
18	SOLID SLAB SODDING	SY	800.00	$ 10.00	$ 8,000.00	$ 5.00	$ 4,000.00	$ 9.81	$ 7,848.00	$ 6.00	$ 4,800.00	$ 6.00	$ 4,800.00		
19	CONSTRUCTION STAKING	LS	1.00	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 3,270.00	$ 3,270.00	$ 5,000.00	$ 5,000.00	$ 3,500.00	$ 3,500.00		
20	MOBILIZATION	LS	1.00	$ 15,000.00	$ 15,000.00	$ 7,500.00	$ 7,500.00	$ 3,270.00	$ 3,270.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00		
				TOTAL	$ 282,450.00		$ 360,400.00		$ 328,541.93		$ 412,263.00		$ 368,972.00		

Bryan Richards, P.E. - BWR Design Group, LLC

PROJECT DESCRIPTION	PUBLIC WASTEWATER MAIN PLANS TO SERVE
	S.E. 29th STREET
	Sewer Bid Tabulation Page 1 0f 2
DATE	8/12/2025

				ENGR: BWR Design Group		4M Trenching		Brewer Construction		Cimarron Construction		Civil Builders		H&H Plumbing	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	8" SANITARY SEWER LINE (SDR-35)	LF	2,360.00	$ 60.00	$ 141,600.00	$ 43.00	$ 101,480.00	$ 44.00	$ 103,840.00	$ 74.00	$ 174,640.00	$ 54.60	$ 128,856.00	$ 45.00	$ 106,200.00
2	STANDARD 4-FT DIA. MANHOLE	EA	6.00	$ 5,000.00	$ 30,000.00	$ 5,000.00	$ 30,000.00	$ 2,476.00	$ 14,856.00	$ 3,330.00	$ 19,980.00	$ 5,075.00	$ 30,450.00	$ 4,500.00	$ 27,000.00
3	4-FT DIA. MANHOLE w/INSIDE DROP	EA	3.00	$ 500.00	$ 1,500.00	$ 8,400.00	$ 25,200.00	$ 3,020.00	$ 9,060.00	$ 5,715.00	$ 17,145.00	$ 7,675.90	$ 23,027.70	$ 5,900.00	$ 17,700.00
4	EXTRA DEPTH 4' DIA. MANHOLE	EA	21.00	$ 100.00	$ 2,100.00	$ 350.00	$ 7,350.00	$ 444.00	$ 9,324.00	$ 430.00	$ 9,030.00	$ 659.80	$ 13,855.80	$ 350.00	$ 7,350.00
5	WATER TIGHT MANHOLE LID	EA	4.00	$ 1,000.00	$ 4,000.00	$ 650.00	$ 2,600.00	$ 1,126.00	$ 4,504.00	$ 800.00	$ 3,200.00	$ 2,600.90	$ 10,403.60	$ 250.00	$ 1,000.00
6	CONNECTION TO EXISTING MANHOLE	EA	1.00	$ 500.00	$ 500.00	$ 4,000.00	$ 4,000.00	$ 2,434.00	$ 2,434.00	$ 3,245.00	$ 3,245.00	$ 3,742.80	$ 3,742.80	$ 1,500.00	$ 1,500.00
7	8" PVC SRD-35 TRENCH (0' - 6')	LF	1,376.00	$ 30.00	$ 41,280.00	$ 23.00	$ 31,648.00	$ 59.00	$ 81,184.00	$ 4.00	$ 5,504.00	$ 44.40	$ 61,094.40	$ 12.00	$ 16,512.00
8	8" PVC SRD-35 TRENCH (6' - 10')	LF	850.00	$ 50.00	$ 42,500.00	$ 38.00	$ 32,300.00	$ 68.00	$ 57,800.00	$ 8.00	$ 6,800.00	$ 82.50	$ 70,125.00	$ 14.00	$ 11,900.00
9	CRUSHED ROCK BEDDING	CY	44.00	$ 100.00	$ 4,400.00	$ 1.00	$ 44.00	$ 65.00	$ 2,860.00	$ 110.00	$ 4,840.00	$ 126.90	$ 5,583.60	$ 75.00	$ 3,300.00
10	BORE & STEEL ENCASEMENT FOR 8" LINE	LF	134.00	$ 200.00	$ 26,800.00	$ 420.00	$ 56,280.00	$ 401.00	$ 53,734.00	$ 685.00	$ 91,790.00	$ 723.20	$ 96,908.80	$ 450.00	$ 60,300.00
11	SERVICE LINE CONNECTION	EA	1.00	$ 1,000.00	$ 1,000.00	$ 400.00	$ 400.00	$ 1,264.00	$ 1,264.00	$ 960.00	$ 960.00	$ 1,332.20	$ 1,332.20	$ 500.00	$ 500.00
12	8"x4" WYE	EA	1.00	$ 500.00	$ 500.00	$ 135.00	$ 135.00	$ 351.00	$ 351.00	$ 250.00	$ 250.00	$ 222.00	$ 222.00	$ 250.00	$ 250.00
13	4"X1/8 BEND	EA	1.00	$ 500.00	$ 500.00	$ 15.00	$ 15.00	$ 239.00	$ 239.00	$ 80.00	$ 80.00	$ 57.10	$ 57.10	$ 75.00	$ 75.00
14	4" RISER PIPE (PVC SCD 40)	VF	10.00	$ 75.00	$ 750.00	$ 10.00	$ 100.00	$ 119.00	$ 1,190.00	$ 20.00	$ 200.00	$ 24.10	$ 241.00	$ 25.00	$ 250.00
15	4" SERVICE PIPE (PVC SCD 40)	LF	18.00	$ 75.00	$ 1,350.00	$ 40.00	$ 720.00	$ 117.00	$ 2,106.00	$ 35.00	$ 630.00	$ 30.50	$ 549.00	$ 30.00	$ 540.00
16	LEAKAGE TESTING	LS	1.00	$ 4,500.00	$ 4,500.00	$ 1,050.00	$ 1,050.00	$ 2,729.00	$ 2,729.00	$ 2,675.00	$ 2,675.00	$ 3,489.10	$ 3,489.10	$ 2,500.00	$ 2,500.00
17	DEFLECTION TEST	LS	1.00	$ 3,500.00	$ 3,500.00	$ 500.00	$ 500.00	$ 3,273.00	$ 3,273.00	$ 2,675.00	$ 2,675.00	$ 6,026.60	$ 6,026.60	$ 2,500.00	$ 2,500.00
18	MANHOLE TESTING	LS	1.00	$ 3,500.00	$ 3,500.00	$ 1,200.00	$ 1,200.00	$ 2,184.00	$ 2,184.00	$ 2,500.00	$ 2,500.00	$ 3,171.90	$ 3,171.90	$ 3,000.00	$ 3,000.00
19	TRAFFIC CONTROL	LS	1.00	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 6,000.00	$ 3,450.00	$ 3,450.00	$ 1,745.00	$ 1,745.00	$ 6,978.10	$ 6,978.10	$ 2,000.00	$ 2,000.00
20	TEMPORARY EROSION CONTROL AND SEDIMENT CONTROL	LS	1.00	$ 10,000.00	$ 10,000.00	$ 16,000.00	$ 16,000.00	$ 40,958.00	$ 40,958.00	$ 8,865.00	$ 8,865.00	$ 10,784.40	$ 10,784.40	$ 6,500.00	$ 6,500.00
21	SOLID SLAB SODDING	SY	1,100.00	$ 10.00	$ 11,000.00	$ 7.00	$ 7,700.00	$ 10.00	$ 11,000.00	$ 5.00	$ 5,500.00	$ 11.40	$ 12,540.00	$ 6.50	$ 7,150.00
22	CONSTRUCTION STAKING	LS	1.00	$ 5,000.00	$ 5,000.00	$ 7,500.00	$ 7,500.00	$ 13,570.00	$ 13,570.00	$ 2,245.00	$ 2,245.00	$ 6,343.80	$ 6,343.80	$ 3,200.00	$ 3,200.00
23	MOBILIZATION	LS	1.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 25,000.00	$ 25,000.00	$ 35,300.00	$ 35,300.00	$ 25,400.00	$ 25,400.00	$ 6,903.00	$ 6,903.00
24	CLEARING AND RESTORATION	LS	1.00	$ 5,000.00	$ 5,000.00	$ 91,000.00	$ 91,000.00	$ 125,000.00	$ 125,000.00	$ 90,248.00	$ 90,248.00	$ 22,203.10	$ 22,203.10	$ 22,000.00	$ 22,000.00
				TOTAL	$ 361,280.00		$ 438,222.00		$ 571,910.00		$ 490,047.00		$ 543,386.00		$ 310,130.00

Bryan Richards, P.E. - BWR Design Group, LLC

PROJECT DESCRIPTION	**PUBLIC WASTEWATER MAIN PLANS TO SERVE**
	S.E. 29th STREET
	Sewer Bid Tabulation Page 2 0f 2
DATE	**8/12/2025**

				ENGR: BWR Design Group		Jordan Contracting		Patriot Construction		Timco-Services		United Trenching			
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**
1	8" SANITARY SEWER LINE (SDR-35)	LF	2,360.00	$ 60.00	$ 141,600.00	$ 120.00	$ 283,200.00	$ 55.00	$ 129,800.00	$ 30.00	$ 70,800.00	$ 109.50	$ 258,420.00		
2	STANDARD 4-FT DIA. MANHOLE	EA	6.00	$ 5,000.00	$ 30,000.00	$ 3,000.00	$ 18,000.00	$ 2,919.00	$ 17,514.00	$ 11,005.00	$ 66,030.00	$ 2,300.00	$ 13,800.00		
3	4-FT DIA. MANHOLE w/INSIDE DROP	EA	3.00	$ 500.00	$ 1,500.00	$ 3,500.00	$ 10,500.00	$ 5,923.00	$ 17,769.00	$ 11,970.00	$ 35,910.00	$ 2,800.00	$ 8,400.00		
4	EXTRA DEPTH 4' DIA. MANHOLE	EA	21.00	$ 100.00	$ 2,100.00	$ 300.00	$ 6,300.00	$ 468.00	$ 9,828.00	$ 1,304.00	$ 27,384.00	$ 225.00	$ 4,725.00		
5	WATER TIGHT MANHOLE LID	EA	4.00	$ 1,000.00	$ 4,000.00	$ 350.00	$ 1,400.00	$ 1,590.00	$ 6,360.00	$ 2,175.00	$ 8,700.00	$ 400.00	$ 1,600.00		
6	CONNECTION TO EXISTING MANHOLE	EA	1.00	$ 500.00	$ 500.00	$ 750.00	$ 750.00	$ 10,000.00	$ 10,000.00	$ 2,585.00	$ 2,585.00	$ 3,000.00	$ 3,000.00		
7	8" PVC SRD-35 TRENCH (0' - 6')	LF	1,376.00	$ 30.00	$ 41,280.00	$ 30.00	$ 41,280.00	$ 46.00	$ 63,296.00	$ 62.00	$ 85,312.00	$ 10.00	$ 13,760.00		
8	8" PVC SRD-35 TRENCH (6' - 10')	LF	850.00	$ 50.00	$ 42,500.00	$ 40.00	$ 34,000.00	$ 47.00	$ 39,950.00	$ 105.00	$ 89,250.00	$ 10.00	$ 8,500.00		
9	CRUSHED ROCK BEDDING	CY	44.00	$ 100.00	$ 4,400.00	$ 60.00	$ 2,640.00	$ 125.00	$ 5,500.00	$ 185.00	$ 8,140.00	$ 50.00	$ 2,200.00		
10	BORE & STEEL ENCASEMENT FOR 8" LINE	LF	134.00	$ 200.00	$ 26,800.00	$ 400.00	$ 53,600.00	$ 518.00	$ 69,412.00	$ 269.00	$ 36,046.00	$ 380.00	$ 50,920.00		
11	SERVICE LINE CONNECTION	EA	1.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 2,745.00	$ 2,745.00	$ 2,500.00	$ 2,500.00	$ 200.00	$ 200.00		
12	8"x4" WYE	EA	1.00	$ 500.00	$ 500.00	$ 200.00	$ 200.00	$ 602.00	$ 602.00	$ 2,150.00	$ 2,150.00	$ 200.00	$ 200.00		
13	4"X1/8 BEND	EA	1.00	$ 500.00	$ 500.00	$ 20.00	$ 20.00	$ 485.00	$ 485.00	$ 2,163.00	$ 2,163.00	$ 50.00	$ 50.00		
14	4" RISER PIPE (PVC SCD 40)	VF	10.00	$ 75.00	$ 750.00	$ 5.00	$ 50.00	$ 52.00	$ 520.00	$ 1,102.00	$ 11,020.00	$ 15.00	$ 150.00		
15	4" SERVICE PIPE (PVC SCD 40)	LF	18.00	$ 75.00	$ 1,350.00	$ 5.00	$ 90.00	$ 55.00	$ 990.00	$ 125.00	$ 2,250.00	$ 30.00	$ 540.00		
16	LEAKAGE TESTING	LS	1.00	$ 4,500.00	$ 4,500.00	$ 1,500.00	$ 1,500.00	$ 1,962.00	$ 1,962.00	$ 12,000.00	$ 12,000.00	$ 500.00	$ 500.00		
17	DEFLECTION TEST	LS	1.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 1,962.00	$ 1,962.00	$ 10,000.00	$ 10,000.00	$ 200.00	$ 200.00		
18	MANHOLE TESTING	LS	1.00	$ 3,500.00	$ 3,500.00	$ 2,000.00	$ 2,000.00	$ 5,886.00	$ 5,886.00	$ 12,000.00	$ 12,000.00	$ 500.00	$ 500.00		
19	TRAFFIC CONTROL	LS	1.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 3,270.00	$ 3,270.00	$ 10,000.00	$ 10,000.00	$ 4,000.00	$ 4,000.00		
20	TEMPORARY EROSION CONTROL AND SEDIMENT CONTROL	LS	1.00	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00	$ 1,962.00	$ 1,962.00	$ 10,000.00	$ 10,000.00	$ 8,000.00	$ 8,000.00		
21	SOLID SLAB SODDING	SY	1,100.00	$ 10.00	$ 11,000.00	$ 5.00	$ 5,500.00	$ 9.00	$ 9,900.00	$ 6.00	$ 6,600.00	$ 6.00	$ 6,600.00		
22	CONSTRUCTION STAKING	LS	1.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00	$ 7,500.00	$ 7,500.00		
23	MOBILIZATION	LS	1.00	$ 15,000.00	$ 15,000.00	$ 7,500.00	$ 7,500.00	$ 36,540.00	$ 36,540.00	$ 25,000.00	$ 25,000.00	$ 15,000.00	$ 15,000.00		
24	CLEARING AND RESTORATION	LS	1.00	$ 5,000.00	$ 5,000.00	$ 30,000.00	$ 30,000.00	$ 52,800.00	$ 52,800.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00		
				TOTAL	**$ 361,280.00**		**$ 516,030.00**		**$ 492,053.00**		**$ 570,840.00**		**$ 438,765.00**		

Bryan Richards, P.E. - BWR Design Group, LLC

MIDWEST CITY

Where the Spirit Flies High

NEW BUSINESS/ PUBLIC DISCUSSION

MIDWEST CITY

Where the Spirit Flies High

ECONOMIC DEVELOPMENT AUTHORITY AGENDA

SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA

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

August 26, 2025 – 6:03 PM

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

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion, consideration and possible action to approve the meeting minutes for July 22, 2025. (Secretary - S. Hancock)

2. Discussion, consideration, and possible action of awarding the bid to and approving a contract with H & H Plumbing & Utilities, Inc., for $616,970.00 and 90 Calendar Days for the S.E. 29th Street and Douglas Boulevard Water Line and Sanitary Sewer Improvement project and authorizing the General Manager to execute the contract. (P. Streets - Public Works Administration)

C. PUBLIC DISCUSSION. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.

D. ADJOURNMENT.

MIDWEST CITY

Where the Spirit Flies High

DISCUSSION ITEMS

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

Midwest City Economic Development Authority Minutes

July 22, 2025

This **special meeting** was held in Midwest City Council Chambers at City Hall, 100 N. Midwest Blvd, Midwest City, County of Oklahoma, State of Oklahoma.

Vice Chairman Pat Byrne called the meeting to order at 08:05 PM with following members present:

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

Absent: Trustee Susan Eads, Trustee Rita Maxwell, and Chairman Matt Dukes.

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

1. Discussion, consideration and possible action to approve the minutes of the June 24, 2025 meeting.

2. Discussion, consideration and possible action of approving Resolution EDA2025-02 for the Midwest City Economic Development Authority, a public trust, to release unappropriated fund balances in the amount of $3,034,875 at the close of day June 30, 2025 to be made available for fiscal year 2025-2026; and amending the budget for fiscal year 2025-2026 to include the released appropriations from the fiscal year 2024-2025 budgets as supplemental appropriations; and, effective July 1, 2025, renewing encumbrance commitments canceled at the close of day June 30, 2025.

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT.

There being no further business, Vice Chairman Byrne adjourned the meeting at 8:05 PM.

ATTEST:

_____
PAT BYRNE, Vice-Chairman

_____
SARA HANCOCK, Secretary

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

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: August 26, 2025

Subject: Discussion, consideration, and possible action of awarding the bid to and approving a contract with H & H Plumbing & Utilities, Inc., for $616,970.00 and 90 Calendar Days for the S.E. 29th Street and Douglas Boulevard Water Line and Sanitary Sewer Improvement project and authorizing the General Manager to execute the contract.

Public Works recently sought bids for construction services associated with the SE 29th Street and Douglas Boulevard Water Line and Sanitary Sewer Improvement project. This project will construct 2,360 linear feet of eight (8) inch PVC sanitary sewer line from an existing manhole located north of SE 26th St to the southeast corner of SE 19th St and Engle Rd. It will also construct six (6) linear feet of six (6) inch PVC potable water line, 1,158 linear feet of twelve (12) inch PVC potable water line, and all appurtenances to serve the Sentinal Square development.

The bid opening occurred on August 12, 2025, for the above referenced project. Nine (9) bids were received. The lowest and best bid that met specifications was submitted by H & H Plumbing & Utilities, Inc., for a total base bid of $616,970.00. Staff recommends award of the bid to H & H Plumbing & Utilities, Inc., in the amount of $616,970.00. Upon approval, the parties will enter into a contract to be signed by the General Manager in accordance with the terms and conditions as specified herein.

The recommendation letter and bid tabulation are attached. Funds for this project are available in Account No. 194-9210-463.40-05, Project No. 922201, Account No. 194-9210-463.40-06, Project No. 921501, and Account No. 425-9050-415.40-05, Project No. 902508.

Approval is at the discretion of the Authority.

Respectfully,

R. Paul Streets
Public Works Director

Attachments

BwR
DESIGN GROUP

August 15, 2025

City of Midwest City
101 N Midwest City Blvd.,
Midwest City, OK 73110
ATTN: Patrick Menefee, City Engineer

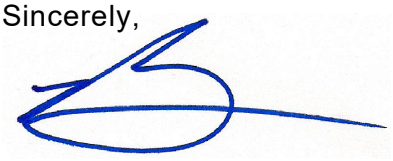
RE: Public Water Main and Public Wastewater Main To Serve S.E. 29th Street

Mr. Menefee,

We have evaluated the bids received on August 12, 2025 for the referenced project above. We received a total of nine (9) bids. The attached bid tabulation detail sheets and summary sheet show the bid amounts received.

The low bid was submitted by H & H Plumbing in the amount of $616,970.00. The Engineer's estimate was $643,730.00. Our evaluation of the experience and reputation of H & H Plumbing indicates that they are capable of completing this project. Therefore, we recommend the award of the contract for construction to H & H Plumbing in the amount of $616,970.00

Sincerely,



Bryan W. Richards, P.E., CFM
BWR DESIGN GROUP, LLC

PO Box 31732
Edmond, OK, 73003
bwrdesigngroup@gmail.com
405-761-5517

PUBLIC WATER & SEWER PLANS TO SERVE
S.E. 29th STREET
Water & Sewer Bid Tabulation Summary
8/12/2025

	Water Project	Sewer Project	TOTAL
ENGR: BWR Design Group	$282,450.00	$361,280.00	**$643,730.00**
4M Trenching	$341,726.00	$438,222.00	**$779,948.00**
Brewer Construction	$357,663.00	$571,910.00	**$929,573.00**
Cimarron Construction	$403,351.00	$490,047.00	**$893,398.00**
Civil Builders	$386,699.20	$543,386.00	**$930,085.20**
H&H Plumbing	$306,840.00	$310,130.00	**$616,970.00**
Jordan Contracting	$360,400.00	$516,030.00	**$876,430.00**
Patriot Construction	$328,541.93	$492,053.00	**$820,594.93**
Timco-Services	$412,263.00	$570,840.00	**$983,103.00**
United Trenching	$368,972.00	$438,765.00	**$807,737.00**

Bryan Richards, P.E. - BWR Design Group, LLC

PROJECT DESCRIPTION	PUBLIC WATER MAIN PLANS TO SERVE
	S.E. 29th STREET
	Water Bid Tabulation Page 1 0f 2
DATE	8/12/2025

				ENGR: BWR Design Group		4M Trenching		Brewer Construction		Cimarron Construction		Civil Builders		H&H Plumbing	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	12" PVC WATER LINE (C900)	LF	1,158.00	$ 100.00	$ 115,800.00	$ 112.00	$ 129,696.00	$ 121.00	$ 140,118.00	$ 127.00	$ 147,066.00	$ 99.90	$ 115,684.20	$ 95.00	$ 110,010.00
2	6" PVC WATER LINE (C900)	LF	6.00	$ 75.00	$ 450.00	$ 75.00	$ 450.00	$ 105.00	$ 630.00	$ 125.00	$ 750.00	$ 81.70	$ 490.20	$ 45.00	$ 270.00
3	12"x12" TAPPING SLEEVE, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 10,000.00	$ 20,000.00	$ 5,013.00	$ 10,026.00	$ 6,160.00	$ 12,320.00	$ 7,591.40	$ 15,182.80	$ 5,850.00	$ 11,700.00
4	12" TAPPING VALVE & BOX, MJ	EA	2.00	$ 3,000.00	$ 6,000.00	$ 7,500.00	$ 15,000.00	$ 5,129.00	$ 10,258.00	$ 6,995.00	$ 13,990.00	$ 4,904.00	$ 9,808.00	$ 6,550.00	$ 13,100.00
5	12" GATE VALVE & BOX, MJ	EA	6.00	$ 3,000.00	$ 18,000.00	$ 4,320.00	$ 25,920.00	$ 4,333.00	$ 25,998.00	$ 4,340.00	$ 26,040.00	$ 5,192.30	$ 31,153.80	$ 4,850.00	$ 29,100.00
6	6" GATE VALVE & BOX, MJ	EA	1.00	$ 2,000.00	$ 2,000.00	$ 2,700.00	$ 2,700.00	$ 1,717.00	$ 1,717.00	$ 1,660.00	$ 1,660.00	$ 2,056.40	$ 2,056.40	$ 1,650.00	$ 1,650.00
7	12"x12" TEE, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 2,150.00	$ 4,300.00	$ 3,017.00	$ 6,034.00	$ 1,880.00	$ 3,760.00	$ 2,224.60	$ 4,449.20	$ 2,650.00	$ 5,300.00
8	12"x6" TEE, MJ	EA	1.00	$ 3,500.00	$ 3,500.00	$ 1,600.00	$ 1,600.00	$ 2,260.00	$ 2,260.00	$ 1,540.00	$ 1,540.00	$ 1,712.10	$ 1,712.10	$ 2,350.00	$ 2,350.00
9	12" PLUG, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 700.00	$ 1,400.00	$ 1,049.00	$ 2,098.00	$ 975.00	$ 1,950.00	$ 4,308.20	$ 8,616.40	$ 1,250.00	$ 2,500.00
10	12"x90° BEND, MJ	EA	1.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 2,242.00	$ 2,242.00	$ 1,445.00	$ 1,445.00	$ 1,684.80	$ 1,684.80	$ 2,350.00	$ 2,350.00
11	12"x45° BEND, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 1,400.00	$ 2,800.00	$ 2,138.00	$ 4,276.00	$ 1,440.00	$ 2,880.00	$ 1,519.90	$ 3,039.80	$ 2,350.00	$ 4,700.00
12	12"x45° VERTICAL BEND, MJ	EA	4.00	$ 3,500.00	$ 14,000.00	$ 1,900.00	$ 7,600.00	$ 2,138.00	$ 8,552.00	$ 1,655.00	$ 6,620.00	$ 1,785.70	$ 7,142.80	$ 2,950.00	$ 11,800.00
13	FIRE HYDRANT ASSEMBLY	EA	1.00	$ 5,500.00	$ 5,500.00	$ 6,500.00	$ 6,500.00	$ 6,078.00	$ 6,078.00	$ 4,825.00	$ 4,825.00	$ 6,723.40	$ 6,723.40	$ 4,950.00	$ 4,950.00
14	BORE & STEEL ENCASEMENT FOR 12" PIPE	LF	176.00	$ 200.00	$ 35,200.00	$ 510.00	$ 89,760.00	$ 465.00	$ 81,840.00	$ 805.00	$ 141,680.00	$ 715.90	$ 125,998.40	$ 500.00	$ 88,000.00
15	DISINFECTION & TESTING	LS	1.00	$ 7,500.00	$ 7,500.00	$ 1,200.00	$ 1,200.00	$ 4,358.00	$ 4,358.00	$ 4,295.00	$ 4,295.00	$ 4,388.30	$ 4,388.30	$ 1,500.00	$ 1,500.00
16	TRAFFIC CONTROL	LS	1.00	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 6,000.00	$ 3,450.00	$ 3,450.00	$ 2,025.00	$ 2,025.00	$ 6,598.40	$ 6,598.40	$ 1,500.00	$ 1,500.00
17	TEMPORARY EROSION CONTROL AND SEDIMENT CONTROL	LS	1.00	$ 10,000.00	$ 10,000.00	$ 3,500.00	$ 3,500.00	$ 18,069.00	$ 18,069.00	$ 2,315.00	$ 2,315.00	$ 7,879.70	$ 7,879.70	$ 2,500.00	$ 2,500.00
18	SOLID SLAB SODDING	SY	800.00	$ 10.00	$ 8,000.00	$ 6.00	$ 4,800.00	$ 10.00	$ 8,000.00	$ 5.50	$ 4,400.00	$ 11.70	$ 9,360.00	$ 6.50	$ 5,200.00
19	CONSTRUCTION STAKING	LS	1.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 6,659.00	$ 6,659.00	$ 1,420.00	$ 1,420.00	$ 4,580.50	$ 4,580.50	$ 2,500.00	$ 2,500.00
20	MOBILIZATION	LS	1.00	$ 15,000.00	$ 15,000.00	$ 12,000.00	$ 12,000.00	$ 15,000.00	$ 15,000.00	$ 22,370.00	$ 22,370.00	$ 20,150.00	$ 20,150.00	$ 5,860.00	$ 5,860.00
					TOTAL	$ 282,450.00		$ 341,726.00		$ 357,663.00		$ 403,351.00		$ 386,699.20		$ 306,840.00

Bryan Richards, P.E. - BWR Design Group, LLC

PROJECT DESCRIPTION	PUBLIC WATER MAIN PLANS TO SERVE
	S.E. 29th STREET
	Water Bid Tabulation Page 2 0f 2
DATE	8/12/2025

				ENGR: BWR Design Group		Jordan Contracting		Patriot Construction		Timco-Services		United Trenching			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST		
1	12" PVC WATER LINE (C900)	LF	1,158.00	$ 100.00	$ 115,800.00	$ 150.00	$ 173,700.00	$ 121.52	$ 140,720.16	$ 135.00	$ 156,330.00	$ 164.00	$ 189,912.00		
2	6" PVC WATER LINE (C900)	LF	6.00	$ 75.00	$ 450.00	$ 200.00	$ 1,200.00	$ 94.02	$ 564.12	$ 97.50	$ 585.00	$ 65.00	$ 390.00		
3	12"x12" TAPPING SLEEVE, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 3,500.00	$ 7,000.00	$ 5,218.88	$ 10,437.76	$ 4,565.00	$ 9,130.00	$ 8,000.00	$ 16,000.00		
4	12" TAPPING VALVE & BOX, MJ	EA	2.00	$ 3,000.00	$ 6,000.00	$ 4,000.00	$ 8,000.00	$ 4,488.54	$ 8,977.08	$ 9,173.00	$ 18,346.00	$ 4,200.00	$ 8,400.00		
5	12" GATE VALVE & BOX, MJ	EA	6.00	$ 3,000.00	$ 18,000.00	$ 4,000.00	$ 24,000.00	$ 3,994.17	$ 23,965.02	$ 6,705.00	$ 40,230.00	$ 4,200.00	$ 25,200.00		
6	6" GATE VALVE & BOX, MJ	EA	1.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 1,869.40	$ 1,869.40	$ 3,337.00	$ 3,337.00	$ 1,500.00	$ 1,500.00		
7	12"x12" TEE, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 1,500.00	$ 3,000.00	$ 2,659.77	$ 5,319.54	$ 3,595.00	$ 7,190.00	$ 1,300.00	$ 2,600.00		
8	12"x6" TEE, MJ	EA	1.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 2,173.88	$ 2,173.88	$ 3,522.00	$ 3,522.00	$ 950.00	$ 950.00		
9	12" PLUG, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 750.00	$ 1,500.00	$ 1,098.57	$ 2,197.14	$ 2,475.00	$ 4,950.00	$ 550.00	$ 1,100.00		
10	12"x90° BEND, MJ	EA	1.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 2,154.72	$ 2,154.72	$ 3,153.00	$ 3,153.00	$ 1,000.00	$ 1,000.00		
11	12"x45° BEND, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 1,500.00	$ 3,000.00	$ 2,045.47	$ 4,090.94	$ 3,058.00	$ 6,116.00	$ 950.00	$ 1,900.00		
12	12"x45° VERTICAL BEND, MJ	EA	4.00	$ 3,500.00	$ 14,000.00	$ 1,500.00	$ 6,000.00	$ 2,465.47	$ 9,861.88	$ 3,058.00	$ 12,232.00	$ 980.00	$ 3,920.00		
13	FIRE HYDRANT ASSEMBLY	EA	1.00	$ 5,500.00	$ 5,500.00	$ 7,500.00	$ 7,500.00	$ 5,982.69	$ 5,982.69	$ 7,234.00	$ 7,234.00	$ 4,000.00	$ 4,000.00		
14	BORE & STEEL ENCASEMENT FOR 12" PIPE	LF	176.00	$ 200.00	$ 35,200.00	$ 500.00	$ 88,000.00	$ 511.10	$ 89,953.60	$ 458.00	$ 80,608.00	$ 425.00	$ 74,800.00		
15	DISINFECTION & TESTING	LS	1.00	$ 7,500.00	$ 7,500.00	$ 3,000.00	$ 3,000.00	$ 1,962.00	$ 1,962.00	$ 5,000.00	$ 5,000.00	$ 500.00	$ 500.00		
16	TRAFFIC CONTROL	LS	1.00	$ 5,000.00	$ 5,000.00	$ 7,500.00	$ 7,500.00	$ 1,962.00	$ 1,962.00	$ 20,000.00	$ 20,000.00	$ 4,000.00	$ 4,000.00		
17	TEMPORARY EROSION CONTROL AND SEDIMENT CONTROL	LS	1.00	$ 10,000.00	$ 10,000.00	$ 7,500.00	$ 7,500.00	$ 1,962.00	$ 1,962.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00		
18	SOLID SLAB SODDING	SY	800.00	$ 10.00	$ 8,000.00	$ 5.00	$ 4,000.00	$ 9.81	$ 7,848.00	$ 6.00	$ 4,800.00	$ 6.00	$ 4,800.00		
19	CONSTRUCTION STAKING	LS	1.00	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 3,270.00	$ 3,270.00	$ 5,000.00	$ 5,000.00	$ 3,500.00	$ 3,500.00		
20	MOBILIZATION	LS	1.00	$ 15,000.00	$ 15,000.00	$ 7,500.00	$ 7,500.00	$ 3,270.00	$ 3,270.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00		
				TOTAL	$ 282,450.00		$ 360,400.00		$ 328,541.93		$ 412,263.00		$ 368,972.00		

Bryan Richards, P.E. - BWR Design Group, LLC

PROJECT DESCRIPTION	PUBLIC WASTEWATER MAIN PLANS TO SERVE
	S.E. 29th STREET
	Sewer Bid Tabulation Page 1 0f 2
DATE	8/12/2025

				ENGR: BWR Design Group		4M Trenching		Brewer Construction		Cimarron Construction		Civil Builders		H&H Plumbing	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	8" SANITARY SEWER LINE (SDR-35)	LF	2,360.00	$ 60.00	$ 141,600.00	$ 43.00	$ 101,480.00	$ 44.00	$ 103,840.00	$ 74.00	$ 174,640.00	$ 54.60	$ 128,856.00	$ 45.00	$ 106,200.00
2	STANDARD 4-FT DIA. MANHOLE	EA	6.00	$ 5,000.00	$ 30,000.00	$ 5,000.00	$ 30,000.00	$ 2,476.00	$ 14,856.00	$ 3,330.00	$ 19,980.00	$ 5,075.00	$ 30,450.00	$ 4,500.00	$ 27,000.00
3	4-FT DIA. MANHOLE w/INSIDE DROP	EA	3.00	$ 500.00	$ 1,500.00	$ 8,400.00	$ 25,200.00	$ 3,020.00	$ 9,060.00	$ 5,715.00	$ 17,145.00	$ 7,675.90	$ 23,027.70	$ 5,900.00	$ 17,700.00
4	EXTRA DEPTH 4' DIA. MANHOLE	EA	21.00	$ 100.00	$ 2,100.00	$ 350.00	$ 7,350.00	$ 444.00	$ 9,324.00	$ 430.00	$ 9,030.00	$ 659.80	$ 13,855.80	$ 350.00	$ 7,350.00
5	WATER TIGHT MANHOLE LID	EA	4.00	$ 1,000.00	$ 4,000.00	$ 650.00	$ 2,600.00	$ 1,126.00	$ 4,504.00	$ 800.00	$ 3,200.00	$ 2,600.90	$ 10,403.60	$ 250.00	$ 1,000.00
6	CONNECTION TO EXISTING MANHOLE	EA	1.00	$ 500.00	$ 500.00	$ 4,000.00	$ 4,000.00	$ 2,434.00	$ 2,434.00	$ 3,245.00	$ 3,245.00	$ 3,742.80	$ 3,742.80	$ 1,500.00	$ 1,500.00
7	8" PVC SRD-35 TRENCH (0' - 6')	LF	1,376.00	$ 30.00	$ 41,280.00	$ 23.00	$ 31,648.00	$ 59.00	$ 81,184.00	$ 4.00	$ 5,504.00	$ 44.40	$ 61,094.40	$ 12.00	$ 16,512.00
8	8" PVC SRD-35 TRENCH (6' - 10')	LF	850.00	$ 50.00	$ 42,500.00	$ 38.00	$ 32,300.00	$ 68.00	$ 57,800.00	$ 8.00	$ 6,800.00	$ 82.50	$ 70,125.00	$ 14.00	$ 11,900.00
9	CRUSHED ROCK BEDDING	CY	44.00	$ 100.00	$ 4,400.00	$ 1.00	$ 44.00	$ 65.00	$ 2,860.00	$ 110.00	$ 4,840.00	$ 126.90	$ 5,583.60	$ 75.00	$ 3,300.00
10	BORE & STEEL ENCASEMENT FOR 8" LINE	LF	134.00	$ 200.00	$ 26,800.00	$ 420.00	$ 56,280.00	$ 401.00	$ 53,734.00	$ 685.00	$ 91,790.00	$ 723.20	$ 96,908.80	$ 450.00	$ 60,300.00
11	SERVICE LINE CONNECTION	EA	1.00	$ 1,000.00	$ 1,000.00	$ 400.00	$ 400.00	$ 1,264.00	$ 1,264.00	$ 960.00	$ 960.00	$ 1,332.20	$ 1,332.20	$ 500.00	$ 500.00
12	8"x4" WYE	EA	1.00	$ 500.00	$ 500.00	$ 135.00	$ 135.00	$ 351.00	$ 351.00	$ 250.00	$ 250.00	$ 222.00	$ 222.00	$ 250.00	$ 250.00
13	4"X1/8 BEND	EA	1.00	$ 500.00	$ 500.00	$ 15.00	$ 15.00	$ 239.00	$ 239.00	$ 80.00	$ 80.00	$ 57.10	$ 57.10	$ 75.00	$ 75.00
14	4" RISER PIPE (PVC SCD 40)	VF	10.00	$ 75.00	$ 750.00	$ 10.00	$ 100.00	$ 119.00	$ 1,190.00	$ 20.00	$ 200.00	$ 24.10	$ 241.00	$ 25.00	$ 250.00
15	4" SERVICE PIPE (PVC SCD 40)	LF	18.00	$ 75.00	$ 1,350.00	$ 40.00	$ 720.00	$ 117.00	$ 2,106.00	$ 35.00	$ 630.00	$ 30.50	$ 549.00	$ 30.00	$ 540.00
16	LEAKAGE TESTING	LS	1.00	$ 4,500.00	$ 4,500.00	$ 1,050.00	$ 1,050.00	$ 2,729.00	$ 2,729.00	$ 2,675.00	$ 2,675.00	$ 3,489.10	$ 3,489.10	$ 2,500.00	$ 2,500.00
17	DEFLECTION TEST	LS	1.00	$ 3,500.00	$ 3,500.00	$ 500.00	$ 500.00	$ 3,273.00	$ 3,273.00	$ 2,675.00	$ 2,675.00	$ 6,026.60	$ 6,026.60	$ 2,500.00	$ 2,500.00
18	MANHOLE TESTING	LS	1.00	$ 3,500.00	$ 3,500.00	$ 1,200.00	$ 1,200.00	$ 2,184.00	$ 2,184.00	$ 2,500.00	$ 2,500.00	$ 3,171.90	$ 3,171.90	$ 3,000.00	$ 3,000.00
19	TRAFFIC CONTROL	LS	1.00	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 6,000.00	$ 3,450.00	$ 3,450.00	$ 1,745.00	$ 1,745.00	$ 6,978.10	$ 6,978.10	$ 2,000.00	$ 2,000.00
20	TEMPORARY EROSION CONTROL AND SEDIMENT CONTROL	LS	1.00	$ 10,000.00	$ 10,000.00	$ 16,000.00	$ 16,000.00	$ 40,958.00	$ 40,958.00	$ 8,865.00	$ 8,865.00	$ 10,784.40	$ 10,784.40	$ 6,500.00	$ 6,500.00
21	SOLID SLAB SODDING	SY	1,100.00	$ 10.00	$ 11,000.00	$ 7.00	$ 7,700.00	$ 10.00	$ 11,000.00	$ 5.00	$ 5,500.00	$ 11.40	$ 12,540.00	$ 6.50	$ 7,150.00
22	CONSTRUCTION STAKING	LS	1.00	$ 5,000.00	$ 5,000.00	$ 7,500.00	$ 7,500.00	$ 13,570.00	$ 13,570.00	$ 2,245.00	$ 2,245.00	$ 6,343.80	$ 6,343.80	$ 3,200.00	$ 3,200.00
23	MOBILIZATION	LS	1.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 25,000.00	$ 25,000.00	$ 35,300.00	$ 35,300.00	$ 25,400.00	$ 25,400.00	$ 6,903.00	$ 6,903.00
24	CLEARING AND RESTORATION	LS	1.00	$ 5,000.00	$ 5,000.00	$ 91,000.00	$ 91,000.00	$ 125,000.00	$ 125,000.00	$ 90,248.00	$ 90,248.00	$ 22,203.10	$ 22,203.10	$ 22,000.00	$ 22,000.00
				TOTAL	$ 361,280.00		$ 438,222.00		$ 571,910.00		$ 490,047.00		$ 543,386.00		$ 310,130.00

Bryan Richards, P.E. - BWR Design Group, LLC

PROJECT DESCRIPTION	**PUBLIC WASTEWATER MAIN PLANS TO SERVE**
	S.E. 29th STREET
	Sewer Bid Tabulation Page 2 0f 2
DATE	**8/12/2025**

				ENGR: BWR Design Group		Jordan Contracting		Patriot Construction		Timco-Services		United Trenching			
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**
1	8" SANITARY SEWER LINE (SDR-35)	LF	2,360.00	$ 60.00	$ 141,600.00	$ 120.00	$ 283,200.00	$ 55.00	$ 129,800.00	$ 30.00	$ 70,800.00	$ 109.50	$ 258,420.00		
2	STANDARD 4-FT DIA. MANHOLE	EA	6.00	$ 5,000.00	$ 30,000.00	$ 3,000.00	$ 18,000.00	$ 2,919.00	$ 17,514.00	$ 11,005.00	$ 66,030.00	$ 2,300.00	$ 13,800.00		
3	4-FT DIA. MANHOLE w/INSIDE DROP	EA	3.00	$ 500.00	$ 1,500.00	$ 3,500.00	$ 10,500.00	$ 5,923.00	$ 17,769.00	$ 11,970.00	$ 35,910.00	$ 2,800.00	$ 8,400.00		
4	EXTRA DEPTH 4' DIA. MANHOLE	EA	21.00	$ 100.00	$ 2,100.00	$ 300.00	$ 6,300.00	$ 468.00	$ 9,828.00	$ 1,304.00	$ 27,384.00	$ 225.00	$ 4,725.00		
5	WATER TIGHT MANHOLE LID	EA	4.00	$ 1,000.00	$ 4,000.00	$ 350.00	$ 1,400.00	$ 1,590.00	$ 6,360.00	$ 2,175.00	$ 8,700.00	$ 400.00	$ 1,600.00		
6	CONNECTION TO EXISTING MANHOLE	EA	1.00	$ 500.00	$ 500.00	$ 750.00	$ 750.00	$ 10,000.00	$ 10,000.00	$ 2,585.00	$ 2,585.00	$ 3,000.00	$ 3,000.00		
7	8" PVC SRD-35 TRENCH (0' - 6')	LF	1,376.00	$ 30.00	$ 41,280.00	$ 30.00	$ 41,280.00	$ 46.00	$ 63,296.00	$ 62.00	$ 85,312.00	$ 10.00	$ 13,760.00		
8	8" PVC SRD-35 TRENCH (6' - 10')	LF	850.00	$ 50.00	$ 42,500.00	$ 40.00	$ 34,000.00	$ 47.00	$ 39,950.00	$ 105.00	$ 89,250.00	$ 10.00	$ 8,500.00		
9	CRUSHED ROCK BEDDING	CY	44.00	$ 100.00	$ 4,400.00	$ 60.00	$ 2,640.00	$ 125.00	$ 5,500.00	$ 185.00	$ 8,140.00	$ 50.00	$ 2,200.00		
10	BORE & STEEL ENCASEMENT FOR 8" LINE	LF	134.00	$ 200.00	$ 26,800.00	$ 400.00	$ 53,600.00	$ 518.00	$ 69,412.00	$ 269.00	$ 36,046.00	$ 380.00	$ 50,920.00		
11	SERVICE LINE CONNECTION	EA	1.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 2,745.00	$ 2,745.00	$ 2,500.00	$ 2,500.00	$ 200.00	$ 200.00		
12	8"x4" WYE	EA	1.00	$ 500.00	$ 500.00	$ 200.00	$ 200.00	$ 602.00	$ 602.00	$ 2,150.00	$ 2,150.00	$ 200.00	$ 200.00		
13	4"X1/8 BEND	EA	1.00	$ 500.00	$ 500.00	$ 20.00	$ 20.00	$ 485.00	$ 485.00	$ 2,163.00	$ 2,163.00	$ 50.00	$ 50.00		
14	4" RISER PIPE (PVC SCD 40)	VF	10.00	$ 75.00	$ 750.00	$ 5.00	$ 50.00	$ 52.00	$ 520.00	$ 1,102.00	$ 11,020.00	$ 15.00	$ 150.00		
15	4" SERVICE PIPE (PVC SCD 40)	LF	18.00	$ 75.00	$ 1,350.00	$ 5.00	$ 90.00	$ 55.00	$ 990.00	$ 125.00	$ 2,250.00	$ 30.00	$ 540.00		
16	LEAKAGE TESTING	LS	1.00	$ 4,500.00	$ 4,500.00	$ 1,500.00	$ 1,500.00	$ 1,962.00	$ 1,962.00	$ 12,000.00	$ 12,000.00	$ 500.00	$ 500.00		
17	DEFLECTION TEST	LS	1.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 1,962.00	$ 1,962.00	$ 10,000.00	$ 10,000.00	$ 200.00	$ 200.00		
18	MANHOLE TESTING	LS	1.00	$ 3,500.00	$ 3,500.00	$ 2,000.00	$ 2,000.00	$ 5,886.00	$ 5,886.00	$ 12,000.00	$ 12,000.00	$ 500.00	$ 500.00		
19	TRAFFIC CONTROL	LS	1.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 3,270.00	$ 3,270.00	$ 10,000.00	$ 10,000.00	$ 4,000.00	$ 4,000.00		
20	TEMPORARY EROSION CONTROL AND SEDIMENT CONTROL	LS	1.00	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00	$ 1,962.00	$ 1,962.00	$ 10,000.00	$ 10,000.00	$ 8,000.00	$ 8,000.00		
21	SOLID SLAB SODDING	SY	1,100.00	$ 10.00	$ 11,000.00	$ 5.00	$ 5,500.00	$ 9.00	$ 9,900.00	$ 6.00	$ 6,600.00	$ 6.00	$ 6,600.00		
22	CONSTRUCTION STAKING	LS	1.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00	$ 7,500.00	$ 7,500.00		
23	MOBILIZATION	LS	1.00	$ 15,000.00	$ 15,000.00	$ 7,500.00	$ 7,500.00	$ 36,540.00	$ 36,540.00	$ 25,000.00	$ 25,000.00	$ 15,000.00	$ 15,000.00		
24	CLEARING AND RESTORATION	LS	1.00	$ 5,000.00	$ 5,000.00	$ 30,000.00	$ 30,000.00	$ 52,800.00	$ 52,800.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00		
				TOTAL	**$ 361,280.00**		**$ 516,030.00**		**$ 492,053.00**		**$ 570,840.00**		**$ 438,765.00**		

Bryan Richards, P.E. - BWR Design Group, LLC

MIDWEST CITY

Where the Spirit Flies High

PUBLIC DISCUSSION