



CITY COUNCIL AGENDA





CITY COUNCIL AGENDA

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

April 28, 2026 - 6:00 PM

Presiding members: Mayor Rick Rice

Ward 1 Brian Triger

Ward 3 Raymond Melton

Ward 5 Sara Bana

Ward 2 Pat Byrne

Ward 4 Marc Thompson

Ward 6 Rick Favors

City Staff:

City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. CALL TO ORDER.

B. OPENING BUSINESS.

1. Invocation by Assistant City Manager Vaughn Sullivan
2. Pledge of Allegiance
3. 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 March 24, 2026. (City Clerk - S. Hancock)
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2025-2026 increases/decreases: Grants/Housing Activities, revenue/State (37) \$200,000; expenditures/Home Buyers Assistance \$200,000. Special Police Projects, revenue/Spark Good Grant (00) \$5000; expenditures/Shop with a Cop (62) \$5000. Grants/Various, revenues/ACOG (41) \$1,144,037; revenues/ACOG (57) \$212,540; revenues/ACOG (61) \$48,104; revenues/ACOG (09) \$23,224; expenditures/Transfers Out (41) \$1,144,037; expenditures/Transfers Out (57) \$212,540; expenditures/Transfers Out (61) \$48,104; expenditures/Transfers Out (09) \$23,224. Capital Improvements, revenues/Transfers In (57) \$212,540; expenditures/Infrastructure (57) \$212,540. General Gov Sales Tax, revenues/Transfers In (09) \$23,224; expenditures/Equipment (09) \$23,224. Grants/Various, revenue/Dept of Env Quality (61) \$15,333; expenditures/Transfers Out (061) \$15,033. Police Capitalization, expenditures/Remodel (62) \$101,000. Gen Gov Sales Tax, expenditures/Remodel (05) (-101,000). (Finance - T. Cromar)

City Council

3. Discussion, consideration and possible action of approving a resolution and executing all appropriate documents to participate in the Remnant Defendant Opioid Settlement Agreement, which includes Settlement Agreement with JM Smith Corporation, Louisiana Wholesale Drug Company, Morris and Dickson Company, North Carolina Mutual Wholesale Drug Company, Inc., and United Natural Foods, Inc., collectively known as the Settling Remnant Defendants. (D. Maisch – City Attorney).
4. Discussion, consideration, and possible action to appoint Marcus Hayes to the Planning Commission to fulfill an unexpired term set to expire August 26, 2026. (Community Development - M. Summers)
5. Discussion, consideration and possible action of appointing Mayor Rick Rice to the Ordinance Oversight Council Committee (OOC). (D. Maisch – City Attorney).
6. Discussion, consideration and possible action of approving the appointment of Alicia Petalcu to the Midwest City Arts Council for Ward 1. (V. Sullivan – Assistant City Manager).
7. Discussion, consideration, and possible action to submit the Midwest City official vote for 1) Incumbent Justin Battles, Assistant City Manager of Mustang, 2) Incumbent Tim Lyon, City Manager of Midwest City and, 3) Incumbent Pam Polk, City Manager of Durant to serve on the Oklahoma Municipal Assurance Group Board. (City Manager, T. Lyon)
8. Discussion, consideration and possible action of approving the nominations and electing Ward 3 City Council Member Raymond Melton as the Delegate to the Central Oklahoma Governments (ACOG) Board of Directors, the ACOG MPO Policy Committee, the 9-1-1 ACOG Board of Directors, and the ACOG Garber-Wellington Association Policy Committee; Pat Byrne, Vice-Mayor as the first alternate and Ward 6 City Council Member Rick Favors as the second alternate. (T. Lyon – City Manager).
9. Discussion, consideration, and possible action of rejecting the bid for replacement of Air Handler Units 1&2 at the Community Center. (Community Development - M. Summers)
10. Discussion, consideration, and possible action of making a matter of record Permit No. SL000055251000 from the Oklahoma Department of Environmental Quality for the construction of the Scooter's Coffee Sewer Line Extension project, Midwest City, Oklahoma. (Public Works - R. Paul Streets)
11. Discussion, consideration, and possible action of approving Change Order #1 for \$223,511.68 with Oklahoma Department of Transportation for STP-255N(644)AG, State Job Number 36376(04), SE 29th Street Bridge and Approaches over Kuhlman and Crutch Creek. (Public Works - R. Paul Streets)
12. Discussion, consideration, and possible action of approving the FY 2025/2026 General Mutual Cooperation Agreement between the City of Midwest City and the Board of County Commissioners of Oklahoma County. (Public Works - R. Paul Streets)

City Council

13. 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)
14. Discussion, consideration, and possible action declaring a Blodgett/Zephaire Commercial Oven, Serial #327P474, as surplus and authorizing disposal by public auction, sealed bid or other means as necessary. (V. Sullivan - Assistant City Manager)
15. Discussion, consideration, and possible action declaring (31) binders, (53) Receipt Paper Rolls, and (1) 58x LaserJet Black Cartridge as surplus and authorizing disposal by public auction, sealed bid or other means as necessary. (City Clerk - S. Hancock)
16. Discussion, consideration, and possible action of 1) declaring various computer equipment and other miscellaneous items of City property as obsolete, defective, or replaced; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary. (Information Technology - A. Stephenson)
17. Discussion, consideration, and possible action of declaring various rescue tools as surplus and authorizing disposal by public auction, sealed bid or other means as necessary. (Fire Chief - D. Beabout)

D. DISCUSSION ITEMS.

1. Discussion, consideration and possible action of approving a City Ordinance amending Chapter 2, Administration; Article II, City Council; Sections 2-11, Time of regular meetings of council and 2-12, Place of council meetings; and providing for repealer and severability. (D. Maisch – City Attorney).
2. (MP-31) Public hearing, discussion, consideration, and possible action to consider approval of a Minor Plat for the property located at 513 N. Westminster Road, Midwest City, Oklahoma. (Community Development - M. Summers)
3. Discussion, consideration, and possible action of approving a contract between the City of Midwest City, the Midwest City Municipal Authority and CNG Solutions, LLC, in the amount of \$1,430,046.00 to provide professional services necessary to expand the existing Compressed Natural Gas compressor station located at 8730 SE 15th Street, Midwest City, Oklahoma, and delegating to the City Manager/General Manager the authority to execute the contract. (Public Works - R. Paul Streets)

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

F. EXECUTIVE SESSION.

1. Discussion, consideration, and possible action of, 1) entering into executive session, as allowed under 25 O.S. § 307 (B) (1) to discuss the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of a public officer or employee, (concerning the Teal complaint); and 2) in open session, voting to proceed generally pursuant to Section 2-17 (e) or specifically pursuant to Section 2-17 (e)(11).

G. FURTHER INFORMATION.

1. Monthly Residential and Commercial Building report for March 2026, (Community Development, M. Summers)
2. Review of the March 3, 2026 Planning Commission Meeting Minutes. (Community Development - M. Summers)
3. (PC-2238) Public hearing, discussion, consideration, and possible action on an ordinance to amend the zoning map from R-6 to PUD for the property described as a tract of land being a part of the East Half (E/2) of Section Eight (8), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County Oklahoma. (Community Development - M. Summers)
4. (PC-2239) Public hearing, discussion, consideration, and possible action on a preliminary plat, for the property described as a tract of land being a part of the East Half (E/2) of Section Eight (8), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County Oklahoma. (Community Development - M. Summers)
5. (PC-2245) Public hearing, discussion, consideration, and possible action for a Special Use Permit to allow (*Eating Establishments: Sit-Down, Alcoholic Beverages Permitted*) in the C-3, Community Commercial District for the property located at 433 Planet Court, Midwest City, Oklahoma 73110. (Community Development - M. Summers)
6. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager for March 2026. (Human Resources Director - T. Bradley)
7. Review of the City Manager's Report for the month of March 2026. (Finance - T. Cromar)

H. 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

March 24, 2026

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

Mayor Matt Dukes called the meeting to order at 6:02 PM with the following members present:

Ward 1 Brian Triger	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

OPENING BUSINESS. The Invocation was given by Assistant City Manager Vaughn Sullivan. The Pledge of Allegiance was led by MWC ROTC Cadets Brewer and Williams. Oklahoma Municipal League presented 25 Years Service Awards to: Doug Beabout and Chad Flint - Fire, Karen Highly-ECC/911, and Justin Madison - Line Maintenance. Mayor Dukes presented Proclamations to Leroy Tucker with Tucker's Barber Shop, Jacob Hussain with the Underground, and Jim Dolezel with Pelicans. City Manager Lyon gave community-related announcements.

CONSENT AGENDA. Thompson made a motion to approve the consent agenda with the exception to pull Item 13, seconded by Bana. Voting Aye: Triger, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: none. Motion Carried.

1. Discussion, consideration and possible action to approve the meeting minutes for February 24, 2026.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2025-2026 increase: Grants, revenue/OK Attorney General (62) \$30,000; Transfers In/Impound Fees (62) \$2295; expenditures/Overtime (62) \$30,000; expenditures/Social Security (62) \$2295. Police Impound Fees, expenditures/Grants (62) \$2295. Grants Housing Activities, expenditures/Home Buyers Assistance (37) \$7500. Reimbursed Projects, revenues/Spark Good Grant (15) \$1000; expenditures/Food Drive (15) \$1000; revenues/Hospital Authority Grants (64) \$17,544; revenues/Hospital Authority Grants (23) \$265,000; revenues/Hospital Authority Grants (78) \$7500; revenues/Hospital Authority Grants (37) \$75,000; expenditures/Equipment (64) \$17,544; expenditures/Equipment (23) \$130,000; expenditures/Equipment (23) \$135,000; expenditures/Trees (78) \$7500; expenditures/Homebuyer's Assistance (37) \$75,000.
3. Discussion, consideration, and possible action of accepting Grants of Permanent Easement from I.H. Development, LLC, across property located within Section Ten (10), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma within the municipal corporate boundaries of Midwest City.

4. Discussion, consideration and possible action to approve Resolution 2026-06 to notify the public of publication of the most recent Supplement 21, dated February 2026 to the Midwest City Code of ordinances and to ratify all other previous supplements and codifications.
5. Discussion, consideration, and possible action to declare (1) Chevy Tahoe and its contents as surplus and authorizing disposal by public auction, sealed bid, or other necessary means.
6. Discussion, consideration and possible action declaring the attached Animal Welfare list of items as surplus and authorizing disposal by public action, sealed bid or other means as necessary.
7. Discussion, consideration, and possible action declaring (1) 1948 Ford and miscellaneous items attached as surplus and authorizing disposal by public auction, sealed bid, or other necessary means.
8. Discussion, consideration, and possible action of declaring a fire department cutoff saw as surplus and authorizing disposal by public auction, sealed bid or other means as necessary.
9. Discussion, consideration, and possible action declaring a Manitowoc Self Cleaning dishwasher model S320, Serial #931022716 as surplus and authorizing disposal by public auction, sealed bid or other means as necessary.
10. Discussion, consideration and possible action of appointing Sara Bana, Ward 5 City Council Member to administer the oath of office to the Ward 1 City Council Member, Brian Triger.
11. Discussion, consideration, and possible action of awarding the bid to and approving a contract with Innovative Mechanical in the amount of \$177,000 to replace the boiler for City Hall and the Police Department, with the project expected to be completed in 240 Calendar Days. The City Council authorizes the City Manager to sign and execute the contract.
12. Discussion, consideration, and possible action of awarding the bid to and approving a contract with Innovative Mechanical in the amount of \$257,000 to replace AHU 1 and AHU 2 HVAC equipment at City Hall, with the project expected to be completed in 240 Calendar Days. The City Council authorizes the City Manager to sign and execute the contract.
13. **Discussion, consideration, and possible action of approving a Public Fleet Conversion Grant Contract between the City of Midwest City and the Association of Central Oklahoma Governments in the amount of \$1,427,905.00 to purchase: (1) CNG compressor, (1) manual regenerative dryer, (3) storage spheres, (20) hose drops, (2) solar-powered EV charging stations, (2) curbside level 2 EV charging stations, and (3) electric vehicles and delegate to the City Manager the authority to execute the contract.**

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

DISCUSSION ITEMS.

1. **(MP-30) Public hearing, discussion, consideration, and possible action to approve a Minor Plat for the property described as a Subdivision of Lot Four (4) of the Soldier Creek Industrial Park, City of Midwest City, Oklahoma County, Oklahoma.**

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

2. **(PC-2241) Public hearing, discussion, consideration, and possible action on an ordinance to rezone the subject property from Hospitality District (“HOS”) with a Special Use Permit (“SUP”) to Simplified Planned Unit Development (“SPUD”) for the property located at 1716 S. Sooner Road, Midwest City, Oklahoma.**

Summers and applicant Michael Gamble addressed the council. After Council and Staff discussion, Maxwell made a motion to approve Ordinance 3619, seconded by Triger. Voting Aye: Triger, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: none. Motion Carried.

3. **(PC-2242) Public hearing, discussion, consideration, and possible action to approve an ordinance to redistrict from Single-Family Detached Residential District (“R-6”) to Medium Density Residential District (“R-MD”) for the subject property described as all of Blocks 1, 2, and 3 of the Eagle Landing Addition, located in Midwest City, Oklahoma County, Oklahoma.**

Summer addressed the council. After Council and Staff discussion, Favors made a motion to approve Ordinance 3620, seconded by Maxwell. Voting Aye: Triger, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: none. Motion Carried.

4. **(PC-2243) Public hearing, discussion, consideration, and possible action for a Special Use Permit (SUP) to allow *Low Impact Institutional: Neighborhood Related* in the Single-Family Detached Residential District (R-6) for the property located at 9125 & 9113 SE 15th Street, Midwest City, Oklahoma 73110.**

Summers and Applicants Daniel Ortega and Ryena Campos addressed the Council. After Council and Staff discussion, Bana made a motion to approve with commitment of agreement being given to M. Summers as soon as possible, seconded by Triger. Voting Aye: Triger, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: none. Motion Carried.

5. **Discussion, consideration and possible action to approve an ordinance amending the Midwest City Municipal Code, Chapter 18 Garbage and Refuse, Article II, Municipal Collection and Disposal Service; Section 18-29, Fee for excessive amounts of garbage, trash, yard waste and brush and large household items; and providing for repealer and severability.**

Evenson addressed the council. After Council and Staff discussion, Byrne made a motion to approve Ordinance 3621, seconded by Favors. Voting Aye: Triger, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: none. Motion Carried.

NEW BUSINESS/PUBLIC DISCUSSION.

Españiola Bowen of 600 Lloyd Ave addressed the council concerning drainage.

W T Farrow of Coachlight Apt C addressed the council concerning his wishes, running for Council and bulk pickup.

Jason Madrid of S Oklahoma City addressed the council concerning photographing Heritage Park Mall.

At 7:13 PM Favors left and returned at 7:15 PM

FURTHER INFORMATION.

1. Monthly Residential and Commercial Building report for February 2026.
2. Review of the February 3, 2026 Planning Commission Meeting Minutes.
3. Review of the December 16, 2025 Board of Adjustment Meeting Minutes.
4. (PC-2238) Public hearing, discussion, consideration, and possible action on an ordinance to amend the zoning map from R-6 to PUD for the property described as a tract of land being a part of the East Half (E/2) of Section Eight (8), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County Oklahoma.
5. (PC-2239) Public hearing, discussion, consideration, and possible action on a preliminary plat, for the property described as a tract of land being a part of the East Half (E/2) of Section Eight (8), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County Oklahoma.
6. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager.
7. Review of the City Manager's Report for the month of February 2026.

ADJOURNMENT.

There being no further business, Mayor Dukes adjourned the meeting at 7:19 PM.

ATTEST:

RICHARD R. RICE, 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: April 28, 2026

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2025-2026 increases/decreases: Grants/Housing Activities, revenue/State (37) \$200,000; expenditures/Home Buyers Assistance \$200,000. Special Police Projects, revenue/Spark Good Grant (00) \$5000; expenditures/Shop with a Cop (62) \$5000. Grants/Various, revenues/ACOG (41) \$1,144,037; revenues/ACOG (57) \$212,540; revenues/ACOG (61) \$48,104; revenues/ACOG (09) \$23,224; expenditures/Transfers Out (41) \$1,144,037; expenditures/Transfers Out (57) \$212,540; expenditures/Transfers Out (61) \$48,104; expenditures/Transfers Out (09) \$23,224. Capital Improvements, revenues/Transfers In (57) \$212,540; expenditures/Infrastructure (57) \$212,540. General Gov Sales Tax, revenues/Transfers In (09) \$23,224; expenditures/Equipment (09) \$23,224. Grants/Various, revenue/Dept of Env Quality (61) \$15,333; expenditures/Transfers Out (061) \$15,033. Police Capitalization, expenditures/Remodel (62) \$101,000. Gen Gov Sales Tax, expenditures/Remodel (05) (-101,000).

The first supplement is needed to budget for the revenue received from the OHFA grant. The second supplement is needed to budget for the expenditures related to the OHFA Home Buyers Assistance grant. The third supplement is needed to budget for the Spark Good Grant received. The fourth supplement is needed to budget for the "Shop with a Cop" expenses related to the Spark Good Grant received. The fifth through eighth supplements are needed to budget for the revenue related to the ACOG Public Fleet Grant. The ninth through twelfth supplements are needed to budget for the transfers out of the ACOG grant funds to various funds and projects. The thirteenth and fifteenth supplements are needed to budget for the Transfer In's of the ACOG grant. The fourteenth and sixteenth supplements are needed to budget for the Capital Outlay expenditures related to the ACOG grant received. The seventeenth and eighteenth supplements are needed to budget for the DEQ grant funds for Paint Can Crusher. The nineteenth supplement is needed to budget for an Air Handler Unit. The twentieth supplement is needed to reduce budget for an Air Handler Unit.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

April 28, 2026

Fund GRANTS/HOUSING ACTIVITIES (142)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
37	GRANTS/STATE (372301)	200,000			
37	HOME BUYERS ASSISTANCE (372602)			200,000	
		<u>200,000</u>	<u>0</u>	<u>200,000</u>	<u>0</u>
Explanation:					
To budget for revenue and expenditures related to OHFA grant to be received for down payment & closing cost assistance (on 3/24/26 council for approval).					

Fund SPECIAL POLICE PROJECTS (031)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	GRANTS/SPARK GOOD GRANT	5,000			
62	SHOP WITH A COP			5,000	
		<u>5,000</u>	<u>0</u>	<u>5,000</u>	<u>0</u>
Explanation:					
To budget for revenue and expenditures related to the receipt of a \$5000 Spark Good Grant received for the Shop with a Cop event.					

Fund GRANTS / VARIOUS (143)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
41	ACOG (412608)	1,144,037			
57	ACOG (572612)	144,767			
57	ACOG (572613)	67,773			
61	ACOG (612605)	24,052			
61	ACOG (612606)	24,052			
09	ACOG (092612)	23,224			
41	TRANSFERS OUT / SANITATION (412608)			1,144,037	
57	TRANSFERS OUT / CAPITAL IMPROVEMENT (572612)			144,767	
57	TRANSFERS OUT / CAPITAL IMPROVEMENT (572613)			67,773	
61	TRANSFERS OUT / STORM WATER QUALITY (612605)			24,052	
61	TRANSFERS OUT / STORM WATER QUALITY (612606)			24,052	
09	GEN GOV SLS TAX (092612)			23,224	
		<u>1,427,905</u>	<u>0</u>	<u>1,427,905</u>	<u>0</u>
Explanation:					
To budget for the ACOG Public Fleet Grant to be received, as well as the transfer of those funds to individual departments.					

SUPPLEMENTS

April 28, 2026

Fund CAPITAL IMPROVEMENTS (157)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
57	TRANSFERS IN 143 (572612)	144,767			
57	TRANSFERS IN 143 (572613)	67,773			
57	CAPITAL OUTLAY / INFRASTRUCTURE (572612)			144,767	
57	CAPITAL OUTLAY / INFRASTRUCTURE (572613)			67,773	
		<u>212,540</u>	<u>0</u>	<u>212,540</u>	<u>0</u>
Explanation:					
To budget for revenue transfer in and the expenditures for the ACOG Public Fleet Grant to be received.					

Fund GEN GOV SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
09	TRANSFERS IN 143 (092612)	23,224			
09	CAPITAL OUTLAY / EQUIPMENT (092612)			23,224	
		<u>23,224</u>	<u>0</u>	<u>23,224</u>	<u>0</u>
Explanation:					
To budget for revenue transfer in and the expenditures for the ACOG Public Fleet Grant to be received.					

Fund GRANTS / VARIOUS (143)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
61	DEPT OF ENV QUALITY (612602)	15,333			
61	TRANSFERS OUT / STORMWATER (061)			15,333	
		<u>15,333</u>	<u>0</u>	<u>15,333</u>	<u>0</u>
Explanation:					
To budget for the Department of Environmental Quality grant funds received for the Paint Can Crusher.					

SUPPLEMENTS

April 28, 2026

Fund POLICE CAPITALIZATION (021)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
62	CAPITAL OUTLAY / REMODEL (622621)			101,000	
		0	0	101,000	0
Explanation: To budget for Air Handler Units project #622621. Funding to come from Fund balance					

Fund GEN GOV SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
05	CAPITAL OUTLAY / REMODEL (052601)				-101,000
		0	0	0	-101,000
Explanation: To reduce budget for Air Handler Units project #052601.					



City Attorney, Donald D. Maisch

100 N. Midwest Boulevard

Midwest City, OK 73110

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Office: 405.739.1203

www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Don Maisch
City Attorney

RE: Discussion, consideration and possible action of approving a resolution and executing all appropriate documents to participate in the Remnant Defendant Opioid Settlement Agreement, which includes Settlement Agreement with JM Smith Corporation, Louisiana Wholesale Drug Company, Morris and Dickson Company, North Carolina Mutual Wholesale Drug Company, Inc., and United Natural Foods, Inc., collectively known as the Settling Remnant Defendants. (D. Maisch – City Attorney).

Date: April 28, 2026

A settlement has been reached with the Settling Remnant Defendants in the Opioid cases. The Resolution and associated documents, including the State Participation Agreement that must be executed to participate in the settlement. All documents are attached.

The settlement will cause the six companies to pay a combined gross amount of \$97,625,000 in cash for purposes of abating the opioid epidemic. The settlement agreement provides a one-time settlement payment to each eligible entity. Payments to participating subdivisions will be made after the settlement administrator pays taxes and costs in administration of the settlement, and after a set aside for attorneys' fee (12.5% of the gross settlement amount). We estimate that the net amount to be allocated to participating subdivisions will be approximately \$83,625,000.

The settlement's allocations to subdivisions are listed in Exhibit E to the settlement agreement. Midwest City's allocation percentage is 0.0233083862%. This will result in an estimated gross allocation of \$19,491 to the City. The settlement allocation received by the City must be used for Core Strategies and Approved Uses pursuant to Exhibit D of the settlement agreement.

Respectfully submitted,

Donald D. Maisch
City Attorney

RESOLUTION NUMBER – RES 2026-
RESOLUTION OF THE CITY OF MIDWEST CITY, OKLAHOMA
April 28, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA TO APPROVE PARTICIPATION IN SETTLEMENTS WITH ASSOCIATED PHARMACIES, INC., JM SMITH CORPORATION, LOUISIANA WHOLESALE DRUG COMPANY, MORRIS AND DICKSON CO., NORTH CAROLINA MUTUAL WHOLESALE DRUG COMPANY, INC. AND UNITED NATURAL FOODS, INC. AND AUTHORIZING THE MAYOR OR CITY MANAGER TO EXECUTE THE REMNANT DEFENDANTS' COMBINED SUBDIVISION PARTICIPATION AND RELEASE FORM CONTAINED IN THE REMNANT DEFENDANTS' SETTLEMENT AGREEMENT AS EXHIBIT G AND TO TAKE ALL ACTIONS REQUIRED TO EFFECT THE SETTLEMENTS.

WHEREAS, pharmaceutical opioids have harmed the City of Midwest City, Oklahoma and its citizens. This harm was created and exacerbated by the misconduct and illegal activities of pharmaceutical manufacturers, including by small generic opioid manufacturers.

WHEREAS, City of Midwest City, Oklahoma, filed suit to address and seek recovery for the harms cause to it and its citizens.

WHEREAS, six opioid manufacturers and/or distributors, Associated Pharmacies, Inc., JM Smith Corporation, Louisiana Wholesale Drug Company, Morris and Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc., and United Natural Foods, Inc. (collectively “Settling Remnant Defendants”), have agreed to settle the claims of certain subdivisions in the Remnant Defendants Settlement Agreement dated February 23, 2026.

THEREFORE, it was duly moved and seconded that the following resolution be adopted.

THEREFORE, BE IT RESOLVED by the City Council of the City of Midwest City, Oklahoma, that the City of Midwest City, Oklahoma hereby elects to, and approves, its participation in the Remnant Defendant Settlement Agreement, and authorizes its Mayor, City Manager, or other authorized designee, to execute the Remnant Defendants' Combined Subdivision Participation and Release Form contained in the Remnant Defendants' Settlement Agreement as Exhibit G, which participation and release form may be executed in the DocuSign platform.

THEREFORE, BE IT FURTHER RESOLVED that the City of Midwest City, Oklahoma, further authorizes its Mayor, City Manager and legal counsel to take all actions required by the Remnant Defendants Settlement Agreement to effectuate the Remnant Defendants Settlement Agreement for the benefit of City of Midwest City, Oklahoma, including executing any documents required to finalize the participation of City of Midwest City in the Remnant Defendants Settlement Agreement.

The City of Midwest City, Oklahoma adopts the above Resolution on the 28th day of April, 2026.

CITY OF MIDWEST CITY, OKLAHOMA

Richard R. Rice, Mayor

ATTEST:

Sara Hancock, City Clerk

APPROVED:

Donald D. Maisch, City Attorney

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION
OPIATE LITIGATION

This Document Relates to:

ALL SUBDIVISION ACTIONS

MDL 2804

Case No. 1:17-md-2804

**SETTLEMENT AGREEMENT
AMONG PARTICIPATING
SUBDIVISIONS AND REMNANT
DEFENDANTS**

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Exhibit A – List of Actions

Exhibit B – Documents Describing Alleged Harms

Exhibit C – List of Litigating Subdivisions

Exhibit D – List of Opioid Remediation Uses

Exhibit E – Plan of Allocation

Exhibit F – List of Remnant Defendants' Joint Ventures, Subsidiaries, Affiliates, and Predecessor Entities

Exhibit G – Subdivision Settlement Participation Form

Exhibit H – Agreement on Attorneys' Fees, Costs, and Expenses

This Settlement Agreement, including all exhibits or related agreements attached hereto or referenced herein (collectively, the “*Agreement*”), is dated February 23, 2026, by and between the Remnant Defendants and the Participating Subdivisions (as those terms are defined below). Upon satisfaction of the conditions set forth in Section IV.C. and Section IV.D., this Agreement will be binding on all Participating Subdivisions and Remnant Defendants. This Agreement will then be filed as part of a request for a Consent Judgment with the Court pursuant to the terms set forth in Section IV.E. This Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as that term is defined herein), upon and subject to the terms and conditions herein.

I. Definitions

As used in this Agreement, the following terms have the meanings specified below:

- A. “*Action(s)*” means a lawsuit purportedly brought by or on behalf of any Litigating Subdivision against one or more Remnant Defendants coordinated under or parallel to MDL No. 2804, *In re: National Prescription Opiate Litigation*, No. 1:17-md-2804-DAP (N.D. Ohio) (hereinafter “*MDL No. 2804*”), in any court, including but not limited to, the actions listed in **Exhibit A**.
- B. “*Agreement*” means this agreement, as set forth above. For the avoidance of doubt, this Agreement is inclusive of all exhibits or related agreements attached hereto or referenced herein.
- C. “*Alleged Harms*” means the alleged past, present, and future financial, societal, and public nuisance harms and related expenditures arising out of the alleged misuse and abuse of Products, non-exclusive examples of which are described in the documents listed on **Exhibit B**, that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by the Released Entities.
- D. “*Allocated Amount*” means the portion of Opioid Remediation Funds that a Subdivision will receive pursuant to the Plan of Allocation if it becomes a Participating Subdivision.
- E. “*Attorneys’ Fees and Expenses*” means payment to plaintiffs’ counsel of attorneys’ fees and reimbursable costs and charges (including expert and consulting fees) and includes the common benefit obligations due under the MDL Court’s common benefit-related orders. Attorneys’ Fees and Expenses shall be paid from the Settlement Funds pursuant to the provisions of Section VI.B.1.c. and Section VIII. of this Agreement.
- F. “*Claim(s)*” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever,

whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

- G. “*Claim-Over*” means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.
- H. “*Compensatory Restitution Amount*” means the aggregate amount paid by the Remnant Defendants hereunder other than amounts paid as attorneys’ fees and costs or identified pursuant to Section VII.A.2. as being used to pay attorney’s fees, investigation costs or litigation costs. For purposes of Section VI. and Section X.V., each Remnant Defendant’s portion of the Compensatory Restitution Amount shall be the portion of the Opioid Remediation Fund equal to the portion of the Pooled Settlement Amount that the Remnant Defendant contributed.
- I. “*Consent Judgment*” means the judgment that the Settling Parties will mutually agree to and submit to the MDL Court for entry pursuant to Section IV.E.
- J. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever, occurring at any time up to and including the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity, occurring at any time up to and including the Effective Date) arising from or relating to (1) compounding, counseling and documentation relating to any Product or class of Products; (2) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (3) the characteristics, properties, risks, or benefits of any Product; (4) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders placed by

or with any Released Entity; or (5) diversion control programs or suspicious order monitoring.

- K. “*Designated Subdivision*” means the Subdivision designated in writing by Plaintiffs’ Settlement Counsel to undertake the acts and obligations provided for in Section X.V.
- L. “*Effective Date*” means the date that the Consent Judgment entered by the MDL Court pursuant to Section IV.E. becomes a Final Judgment.
- M. “*Final Judgment*” means the Consent Judgment when it has become final and non-appealable. The Consent Judgment shall be deemed to be the Final Judgment on (a) the day following the expiration of the deadline for appealing the entry by the MDL Court of the Consent Judgment (or for appealing any ruling on a timely motion for reconsideration of such Consent Judgment, whichever is later), if no such appeal is filed; or (b) if an appeal of the Consent Judgment is filed (i) the date upon which all appellate courts with jurisdiction (including the United States Supreme Court by petition for certiorari) affirm such Consent Judgment, or deny any such appeal or petition for certiorari, such that no further appeal is possible, or (ii) if no appeal is filed from the appellate court decision obtained pursuant to clause (i), the day following the expiration of the deadline for filing a petition for certiorari to the United States Supreme Court. Any appeal or other proceeding pertaining solely to any order adopting or approving a Plan of Allocation and/or to any order issued with respect to an application for Attorneys’ Fees and Expenses consistent with this Agreement shall not in any way delay or preclude the Consent Judgment from becoming Final, *provided* that any such appeal or proceeding has no impact on any other aspect of the Settlement or this Agreement.
- N. “*Later Litigating Subdivision*” means any Subdivision, regardless of its population, in any state, that first files a lawsuit bringing a Released Claim against a Released Entity after the Preliminary Agreement Date.
- O. “*Litigating Subdivision*” means (1) any (a) General Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government), School District, or Special District within a State; and (b) any other subdivision or subdivision official or sub-entity of or located within a State (whether political, geographical or otherwise, whether functioning or non-functioning, regardless of population overlap, and including, but not limited to, Nonfunctioning Governmental Units and public institutions);¹ (2) that

¹ “General Purpose Government,” “School District,” and “Special District” shall correspond to the “five basic types of local governments” recognized by the U.S. Census Bureau and match the 2017 list of Governmental Units. The three (3) General Purpose Governments are county, municipal, and township governments; the two (2) special purpose governments are School Districts and Special Districts. “Fire District,” “Health District,” “Hospital District,” and “Library District” shall correspond to categories of Special Districts recognized by the U.S. Census Bureau. References to a State’s Subdivisions or to a Subdivision “in,” “of,” or “within” a State include Subdivisions

has brought any lawsuit, including but not limited to lawsuits filed in state court or federal court including those centralized in MDL 2804 or MDL 2996, prior to the Preliminary Agreement Date; in a direct, *parens patriae*, or any other capacity; against any defendant; that alleges or seeks to recover for harms allegedly caused by Covered Conduct. **Exhibit C** is an agreed list of all Litigating Subdivisions. **Exhibit C** will be updated (including with any corrections) periodically, and a final version of **Exhibit C** will be attached hereto as of the Reference Date.

- P. “*MDL Court*” means the United States District Court for the Northern District of Ohio Eastern Division, Case No. 1:17-md-2804, Judge Dan Aaron Polster, or his duly-appointed successor.
- Q. “*Non-Litigating Subdivision*” means a Subdivision that is not a Litigating Subdivision.
- R. “*Non-Participating Subdivision*” means any Subdivision that is not a Participating Subdivision.
- S. “*Non-Party Covered Conduct Claim*” means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).
- T. “*Non-Party Settlement*” means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.
- U. “*Non-Released Entity*” means an entity that is not a Released Entity.
- V. “*Notice*” means the notice advising Subdivisions of their rights with respect to this Settlement Agreement in accordance with Section IV.B.
- W. “*Notice and Administrative Costs*” means the reasonable sum of money to be paid out of the Settlement Funds for Notice and related administrative costs, including escrow fees, Taxes, or Tax Expenses. For purposes of calculating a Remnant Defendant’s portion of the Settlement Fund or Opioid Remediation Fund under Section VI. and Section X.V., the Notice and Administrative Costs will be deemed to be divided and paid equally by the Remnant Defendants except as provided in Section I.YY. and Section I.AA.
- X. “*Notice and Claims Administrator*” means the notice and claims administrator(s) to be selected by Plaintiffs’ Settlement Counsel with the consent of the Remnant Defendants.

located within the State even if they are not formally or legally a sub-entity of the State; *provided, however*, that a “Health District” that includes any of the following words or phrases in its name shall not be considered a Subdivision: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary.

- Y. “*Opioid Remediation*” means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of Products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of the opioid abuse crisis, including on those injured as a result of the opioid abuse crisis. **Exhibit D** provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation.²
- Z. “*Opioid Remediation Fund*” means the component of the Settlement Funds described in Section VI.C.
- AA. “*Opioid Remediation Funds*” means the Settlement Funds, less the payments set forth in Section VI.B.1.
- BB. “*Participating Subdivision*” means a Subdivision that meets the requirements for becoming a Participating Subdivision under Section IV.C.
- CC. “*Participation Report*” means the list of Subdivisions that returned a fully executed Subdivision Settlement Participation Form by the Subdivision Settlement Participation Form Submission Deadline created by the Notice and Claims Administrator.
- DD. “*Plaintiffs’ Settlement Counsel*” means the MDL 2804 Co-Lead Counsel, Liaison Counsel, and members of the MDL Court-appointed Settlement Negotiating Committee.
- EE. “*Plan of Allocation*” means the plan or formula of allocation of the Opioid Remediation Fund set forth in **Exhibit E** that a Subdivision will receive pursuant to Section VI.C. if it becomes a Participating Subdivision. For the avoidance of doubt and notwithstanding any other provision in this Agreement, no Non-Participating Subdivision will receive any amount from the Settlement Fund, regardless of whether such Subdivision is included on **Exhibit E.**
- FF. “*Pooled Settlement Amount*” means \$97,625,000.00.
- GG. “*Preliminary Agreement Date*” means the date this Agreement is fully executed and fully executed copies of this Agreement have been delivered to counsel for all Remnant Defendants and Plaintiffs’ Settlement Counsel.
- HH. “*Product*” means any chemical substance, whether used for medicinal or nonmedicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; (2) a benzodiazepine, carisoprodol, or gabapentin; or (3) a combination or “cocktail” of

² Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms.

chemical substances prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance.

- II. “*Reference Date*” means the date by which each Remnant Defendant must inform the Plaintiffs’ Settlement Counsel of its determination whether the condition in Section IV.D.1. has been satisfied. The Reference Date shall be thirty (30) days after counsel for Remnant Defendants receive the Participation Report, unless it is extended by written agreement of the Remnant Defendants and Plaintiffs’ Settlement Counsel.
- JJ. “*Related Agreements*” means the related but individual agreements between each Remnant Defendant and Plaintiffs’ Settlement Counsel, on behalf of all Participating Subdivisions, setting forth each Remnant Defendant’s share of the Pooled Settlement Amount.
- KK. “*Released Claims*” means any and all Claims, including Unknown Claims, that directly or indirectly are based on, arise out of, or in any way relate to or concern Covered Conduct occurring prior to the Effective Date. Without limiting the foregoing, Released Claims include any Claims that have been, are, or could be asserted against one or more Released Entities by any Participating Subdivision or Releasor in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) directly or indirectly based on, arising out of, or relating to, in whole or in part, Covered Conduct (whether or not such Releasor has brought such action or proceeding). Released Claims also include all Claims against Released Entities asserted in any proceeding to be dismissed pursuant to this Agreement, whether or not such claims relate to Covered Conduct. The Settling Parties intend that this term be interpreted broadly. For the avoidance of doubt, Released Claims do not include Claims of private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe claims brought by a non-party Subdivision that would have been Released Claims if they had been brought by a Releasor against a Released Entity.
- LL. “*Released Entities*” means, with respect to Released Claims, the Remnant Defendants and:
 - 1. all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect) of each Remnant Defendant;

2. all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1);
3. the respective past and present officers, directors, members, trustees, and employees of any of the foregoing (each for actions that occurred during and related to their work for, affiliation or employment with, any of the Remnant Defendants or the foregoing entities);
4. all past and present joint ventures (whether direct or indirect) of each Remnant Defendant or its subsidiaries, including in any Remnant Defendant's or its subsidiary's capacity as a participating member in such joint venture;
5. all direct or indirect parents and shareholders of the Remnant Defendants (solely in their capacity as parents or shareholders of the applicable Remnant Defendant with respect to Covered Conduct); and
6. any insurer of any Remnant Defendant or any person or entity otherwise described in subsections (1)-(5) (solely in its role as insurer of such person or entity and subject to the last sentence of Section IX.B.2.).

An illustrative list of joint ventures, subsidiaries and affiliates and predecessor entities for each Remnant Defendant is set forth in **Exhibit F**. Any person or entity described in subsections (3)-(6) shall be a Released Entity solely in the capacity described in such clauses and shall not be a Released Entity with respect to its conduct in any other capacity. With respect to joint ventures (including predecessor entities), only entities listed on **Exhibit F** are Released Entities. Current or former Defendants in In re: National Prescription Opiate Litigation, No. 1: 17-md-2804 (N.D. Ohio) ("MDL") or in other pending litigation asserting a Claim for Covered Conduct not identified in **Exhibit F** are not considered Released Entities, provided, however, that any Remnant Defendant entities that fall within clauses (1)-(5) above against whom Released Claims are brought in the MDL on or after the Preliminary Agreement Date shall be considered Released Entities even if not listed on **Exhibit F**. For the avoidance of doubt, any entity acquired, or joint venture entered into, by a Remnant Defendant after the Effective Date is not a Released Entity.

- MM. "*Releasors*" means, with respect to Released Claims, (1) each Participating Subdivision and, (2) without limitation and to the maximum extent of the power of each Participating Subdivision to release Claims, (a) the Participating Subdivision's departments, agencies, divisions, boards, commissions, subdivisions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity, whether elected or appointed to serve any of the foregoing, and any agency, person, or other entity claiming by or through any of the foregoing, and (b) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with

respect to a Participating Subdivision, whether or not any of them participate in this Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Participating Subdivision. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide the Subdivision Settlement Participation Form referenced in Section IV.C. providing for a release to the fullest extent of the Participating Subdivision's authority.

- NN. "*Remnant Defendants*" means Associated Pharmacies, Inc., American Associated Pharmacies, J M Smith Corporation, Louisiana Wholesale Drug Company, Inc., Morris & Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc., United Natural Foods, Inc. (including without limitation its direct and indirect subsidiaries SuperValu, Inc., Advantage Logistics Southwest, Inc., Advantage Logistics USA West, L.L.C., Advantage Logistics USA East, L.L.C., and UNFI Distribution Company, LLC) collectively, and all their past and present subsidiaries (excluding, in the case of United Natural Foods, Inc., New Albertsons, Inc. (a former subsidiary of SuperValu, Inc.)), divisions, predecessors, successors, and assigns (in each case, whether direct or indirect). Each individually is a "Remnant Defendant." For the avoidance of doubt, nothing in this Agreement releases or is intended to release Albertsons Companies, Inc. or any of its subsidiaries.
- OO. "*Settlement*" means the settlement of the Released Claims between the Settling Parties on the terms and conditions set forth in this Agreement.
- PP. "*Settlement Fund*" means the interest-bearing account to be established and controlled by the Settlement Fund Administrator as set forth in Section III.
- QQ. "*Settlement Funds*" means the Pooled Settlement Amount plus any interest that may accrue on the Pooled Settlement Amount from the date the Remnant Defendants pay the Pooled Settlement Amount in the Settlement Fund or any portion thereof.
- RR. "*Settlement Fund Administrator*" means the agent to be selected as set forth in Section III.D.
- SS. "*Settlement Participation Form Submission Deadline*" means sixty (60) days after the Preliminary Agreement Date, unless it is extended by written agreement of the Remnant Defendants and Plaintiffs' Settlement Counsel.
- TT. "*Settling Parties*" means, collectively, the Participating Subdivisions and Remnant Defendants.
- UU. "*State*" means any state of the United States of America including their respective agencies, departments, and instrumentalities.
- VV. "*State-Subdivision Agreement*" means an agreement that a State reaches with the Subdivisions in that State regarding the allocation, distribution, and/or use of

funds allocated to its Subdivisions under this Agreement. Preexisting agreements addressing funds other than those allocated pursuant to this Agreement shall qualify if adopted pursuant to the terms of a national opioid settlement or by statute.

- WW. “*Subdivisions*” means (1) all formal and legally recognized sub-entities and sub-entity officials (acting in an official capacity on behalf of a sub-entity) of a State that have a population of 30,000 or more (as recognized in the most recent U.S. Census), (2) all Litigating Subdivisions, and, for the avoidance of doubt, (3) all plaintiffs listed on Exhibit A. For the avoidance of doubt, “Subdivisions” includes sub-entities and sub-entity officials that meet the above criteria, and that provide general governance for a defined area, including a county, parish, city, town, village, or similar entity. Unless otherwise specified, “Subdivisions” includes all functional counties and parishes and other functional levels of sub-entities of a State that provide general governance for a defined area, as well as all Special Districts and historic, non-functioning sub-entities that are also Litigating Subdivisions.
- XX. “*Subdivision Settlement Participation Form*” means the document or online form, in the form attached as **Exhibit G** to this Agreement, that Participating Subdivisions must execute and return to the Claims Administrator to participate in the Settlement and receive a payment pursuant to this Agreement and the Plan of Allocation, and which shall (1) make such Participating Subdivisions signatories to this Agreement, (2) include a full and complete release of any and all of such Subdivision’s claims, and (3) require the prompt dismissal with prejudice of any Released Claims that have been filed by any such Participating Subdivisions.
- YY. “*Taxes*” means taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including, without limitation, any taxes or tax detriments that may be imposed upon the Remnant Defendants, their counsel, or any Released Entity with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement fund for federal or state income tax purposes. For purposes of calculating a Remnant Defendant’s portion of the Settlement Fund or Opioid Remediation Fund under Section VI. and Section X.V., Taxes will be deemed to be divided and paid by the Remnant Defendants in proportion to the amounts they contributed to the Pooled Settlement Amount.
- ZZ. “*Tax Expense*” means all expenses and costs incurred in connection with the operation and implementation of Section III., including, without limitation, expenses of tax attorneys and/or accountants (including the Settlement Fund Administrator) and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in Section III.E. For purposes of calculating a Remnant Defendant’s portion of the Settlement Fund or Opioid Remediation Fund under Section VI. and Section X.V., the Tax Expense will be deemed to be divided and paid equally by all Remnant Defendants.

- AAA. “*Termination Refund*” means the amount of the Settlement Funds to be returned to a Remnant Defendant that elects to terminate this Agreement pursuant to Section V.C. The Termination Refund shall be the portion of the Settlement Fund equal to the portion of the Pooled Settlement Amount contributed by the Remnant Defendant, plus all interest and/or earnings thereon, less its portion of any Notice and Administrative Costs, including any Taxes or Tax Expenses, that have been paid, incurred, or are due and owing as of the date the notice of termination is given.
- BBB. “*Unknown Claims*” means any Released Claim that a Participating Subdivision or Releasor does not know or suspect to exist in their favor at the time of the release of the Released Entities that, if known by them, might have affected their settlement with and release of the Released Entities.

II. Representations and Warranties

A. **Plaintiffs’ Settlement Counsel’s Representations and Warranties.** Plaintiffs’ Settlement Counsel represents and warrants to the Remnant Defendants as follows:

1. Plaintiffs’ Settlement Counsel believes the Settlement is fair, reasonable, adequate, and beneficial to the Subdivisions and that participation in the Settlement would be in their best interests.
2. Because Plaintiffs’ Settlement Counsel believes that the Settlement is in the best interests of the Subdivisions, Plaintiffs’ Settlement Counsel will use their best reasonable efforts to encourage and assist the Subdivisions to participate in this Settlement.

B. **Participating Subdivisions’ Representations and Warranties.** By electing to become a party to this Agreement, each Participating Subdivision represents and warrants to the Remnant Defendants as follows:

1. each Participating Subdivision has received legal advice from its attorneys regarding the advisability of entering into this Agreement and the legal consequences of this Agreement;
2. each Participating Subdivision is not relying on any statement, representation, omission, inducement, or promise by Remnant Defendants, except those expressly stated in this Agreement;
3. each Participating Subdivision has, with the assistance of its attorneys, investigated the law and facts pertaining to the Released Claims and the Settlement;
4. each Participating Subdivision has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with its attorneys;

5. each Participating Subdivision has all necessary authority to enter into this Agreement and release all Released Claims on behalf of itself and all other entities that are Releasers by virtue of their relationship or association with it;
6. each Participating Subdivision has authorized the execution and performance of its Participation Agreement, and has authorized the person signing this Agreement on its behalf to do so;
7. upon execution of its respective Participation Agreement, each Participating Subdivision accepts, agrees to, and ratifies the terms of this Agreement; and
8. no portion of any relief under this Agreement to which any of the Participating Subdivisions may be entitled has been assigned, transferred, or conveyed by or for any of the Participating Subdivisions to any other person or entity.

C. Remnant Defendants' Representations and Warranties. Remnant Defendants represent and warrant to Participating Subdivisions as follows:

1. each of the Remnant Defendants has received legal advice from its attorneys regarding the advisability of entering into this Agreement and the legal consequences of this Agreement;
2. none of the Remnant Defendants is relying on any statement, representation, omission, inducement, or promise by Plaintiffs' Settlement Counsel or any Subdivision, except those expressly stated in this Agreement;
3. each of the Remnant Defendants, with the assistance of its attorneys, has investigated the law and facts pertaining to the Released Claims and the Settlement;
4. each of the Remnant Defendants has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with its attorneys; and
5. each of the Remnant Defendants has all necessary authority to enter into this Agreement, has authorized the execution and performance of this Agreement, and has authorized the person signing this Agreement on its behalf to do so.

III. Settlement Fund

A. Settlement Payment. The Remnant Defendants shall pay into the Settlement Fund the Pooled Settlement Amount in consideration of the covenants, agreements, and releases

set forth in this Agreement. The Pooled Settlement Amount shall be allocated and used only as specified in Section VII.

1. Payments of the Pooled Settlement Amount to the Settlement Fund will be allocated among the Remnant Defendants in accordance with each Remnant Defendant's agreed portion as separately negotiated and agreed to by each Remnant Defendant with Plaintiffs' Settlement Counsel in the Related Agreements. A Remnant Defendant's sole responsibility for payments under this Agreement and any related agreements (including without limitation the Fee Agreement attached hereto as **Exhibit H**) shall be to pay its respective portion of the Pooled Settlement Amount. The obligations of the Remnant Defendants in this Agreement are several and not joint. No Remnant Defendant shall be responsible for any portion of another Remnant Defendant's share.
2. The Remnant Defendants shall pay into the Settlement Fund by wire transfer their respective portion of the Pooled Settlement Amount within forty-five (45) days of the later of (1) receipt of a fully executed copy of this Settlement Agreement, or (2) the Remnant Defendants' receipt of the information and instructions required to effectuate the wire transfer.
3. The Settlement Funds will be held in escrow in the Settlement Fund until the Effective Date. If the Effective Date does not occur as to one or more Remnant Defendants, the Settlement Fund Administrator will return to each Remnant Defendant for which the Effective Date did not occur, its portion of the Pooled Settlement Amount with accrued interest less that Remnant Defendant's portion of (1) any Notice and Administrative Costs incurred, and (2) any Taxes and Tax Expense due or becoming due.
4. Upon the occurrence of the Effective Date, the Pooled Settlement Amount shall not be subject to reduction and no funds may be returned to any Remnant Defendant, except as otherwise provided in this Agreement.

B. Nature of Payment. Each of the Remnant Defendants and Participating Subdivisions acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, including but not limited to, the scope of the Released Claims:

1. It has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;
2. (a) The Participating Subdivisions sought compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as damages for the Alleged Harms allegedly suffered by the Participating Subdivisions; (b) the Compensatory Restitution Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Participating Subdivisions; and (c) the portion of the Compensatory Restitution Amount received by each Participating Subdivision is no greater than the amount

of the Alleged Harms allegedly suffered by such Participating Subdivision;

3. The payment of the Compensatory Restitution Amount by the Remnant Defendants constitutes, and is paid for, compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for alleged damage or harm (as compensation for alleged damage or harm arising out of and/or because of alleged bodily injury) allegedly caused by the Remnant Defendants;
4. The Compensatory Restitution Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Participating Subdivisions to the same position or condition that they would be in had the Participating Subdivisions not suffered the Alleged Harms; and
5. For the avoidance of doubt: (a) no portion of the Compensatory Restitution Amount represents reimbursement to any Participating Subdivision or other person or entity for the costs of any investigation or litigation, (b) the entire Compensatory Restitution Amount is properly characterized as described in Section III.B., and (c) no portion of the Compensatory Restitution Amount constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, multiple or treble damages, punitive damages, or other punitive assessments.

C. **No Other Payments.** Other than payment under Section III.A. of this Agreement, the Remnant Defendants shall have no obligations to make any further or additional payment of any sort or kind in connection with this Agreement or the Settlement.

D. **The Settlement Fund and Administrator.**

1. Plaintiffs' Settlement Counsel shall arrange for the Settlement Fund to be established at Huntington Bank, with Law Office of Joseph C. Tann, PLLC and Winbridge Partners, LLC serving as the Settlement Fund Administrator subject to an escrow agreement mutually acceptable to Plaintiffs' Settlement Counsel and Remnant Defendants, and such escrow to be administered under the MDL Court's continuing supervision and control. The Settlement Fund Administrator will act as an independent and neutral third party in the performance of its functions including administering and disbursing funds from the Settlement Fund and the Opioid Remediation Fund. To the extent that there is any ambiguity or inconsistency when this Agreement and the escrow agreement are read together, the terms of this Agreement shall control.
2. The Settlement Fund Administrator shall invest the Pooled Settlement Amount deposited pursuant to Section III.A. in U.S. agency or treasury securities or other instruments backed by the full faith and credit of the U.S. government or an agency thereof, or fully insured by the U.S.

government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates; *provided, however*, that the Settlement Fund Administrator will not invest in any instruments that a “*qualified settlement fund*,” within the meaning of Treas. Reg. § 1.468B-1, *et seq.*, is not permitted to invest in, pursuant to the Treasury regulations, or any modification in Internal Revenue Service (“IRS”) guidelines, whether set forth in IRS rulings, other IRS pronouncements or otherwise. All risks related to the investment of the Settlement Funds shall be borne by the Settlement Fund, and any losses in the Settlement Fund shall be borne by the Settlement Fund and shall not be recoverable from the Remnant Defendants. The Remnant Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to the investment decisions or the actions of the Settlement Fund Administrator or any transactions executed by the Settlement Fund Administrator related to the investment of the Settlement Funds.

3. The Settlement Fund Administrator shall not, and Plaintiffs’ Settlement Counsel shall not instruct the Settlement Fund Administrator to, disburse the Settlement Funds, except as provided in this Agreement or by order of the MDL Court. For the avoidance of doubt, the Settlement Fund Administrator is authorized, and Plaintiffs’ Settlement Counsel is authorized to instruct the Settlement Fund Administrator, to execute such transactions as are consistent with the terms of this Agreement or as directed by the MDL Court, including but not limited to execute transactions prior to the Effective Date to enable payment of Notice and Administrative Costs as incurred.
4. All funds held in the Settlement Fund shall be deemed and considered to be *in custodia legis* of the MDL Court, and shall remain subject to the jurisdiction of the MDL Court, until such time as such funds are distributed pursuant to this Agreement and/or further order(s) of the MDL Court.

E. Taxes.

1. The Settlement Fund shall be, and shall be treated by the Settling Parties and the Settlement Fund Administrator as being at all times, a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1 (and corresponding or similar provisions of state, local, or foreign law, as applicable), and the MDL Court shall have continuing jurisdiction over the Settlement Fund, pursuant to Treas. Reg. § 1.468B-1(c)(1), and over the Settlement Fund Administrator as its administrator. The Settlement Fund Administrator shall not take any action or tax position inconsistent with such treatment. In addition, the Settlement Fund Administrator shall timely make such elections as necessary or advisable and do all things necessary to carry out the provisions of this Section III., and shall, in any

event, make any available “*relation-back election*” (as defined in Treas. Reg. § 1.468B-1(j)(2) (and corresponding or similar elections under state, local, or foreign law, as applicable)), back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Fund Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. The Settling Parties agree to take any other reasonable actions as shall be necessary to ensure that the Settlement Fund qualifies as a qualified settlement fund for federal and state income tax purposes including but not limited to requesting the MDL Court to formally (i) approve the Settlement Fund as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1, and (ii) confirm its continuing jurisdiction over the Settlement Fund and the Opioid Remediation Fund. Notwithstanding anything in this Agreement to the contrary, the Settlement Fund Administrator shall not on behalf of or in connection with the Settlement Fund request a private letter ruling, technical advice memorandum or any other ruling or guidance from the Internal Revenue Service or any other taxing authority on any matter without consulting with and obtaining the prior written consent of each Remnant Defendant.

2. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.468B-2(k)(3) (and any corresponding or similar provisions of state, local or foreign law, as applicable), the qualified settlement fund “administrator” shall be the Law Office of Joseph C. Tann, PLLC and Winbridge Partners, LLC. Plaintiffs’ Settlement Counsel shall cooperate with and cause the Settlement Fund Administrator to, and the Settlement Fund Administrator shall satisfy the administrative requirements imposed by Treas. Reg. § 1.468B-2 (and any similar provisions of state, local or foreign law, as applicable) by, for example: (i) obtaining employer identification numbers and providing the same in an IRS Form W-9 to the Remnant Defendants; (ii) satisfying any information reporting or withholding requirements imposed with respect to the Settlement Fund, including with respect to any distributions from the Settlement Fund; (iii) timely and properly filing or causing to be filed all informational and other tax returns or filings necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)) and paying any taxes reported thereon; (iv) sending copies of all such tax returns and filings to the Remnant Defendants; and (v) providing instructions for the release of sufficient funds from the Settlement Fund to pay all Taxes owed by the Settlement Fund in accordance with Section III. and Treas. Reg. § 1.468B-2 and any applicable state, local or other tax laws. Such returns, as well as the relation-back election described in Section III.E.1., shall be consistent with the provisions of this Section III.E.2. and in all events shall reflect that all Taxes as defined in Section I.YY. on the income earned by the

Settlement Fund shall be paid out of the Settlement Funds as provided in Section III.E.3. Each Released Entity shall provide to the administrator and the IRS the statement described in Treas. Reg. § 1.468B-3(e)(2) no later than February 15th of the year following each calendar year in which such Released Entity made its transfer to the Settlement Fund. The Released Entities shall have no responsibility or liability for the Settlement Fund's tax returns or other filings.

3. The following shall be paid out of the Settlement Funds: (i) all Taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including, without limitation, any taxes or tax detriments that may be imposed upon the Remnant Defendants, their counsel, or any Released Entity with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement fund for federal or state income tax purposes (collectively, "Taxes"), and (ii) all Tax Expenses. In all events, neither the Remnant Defendants nor any other Released Entity nor their counsel shall have any liability or responsibility for any Taxes or Tax Expenses. With funds from the Settlement Fund, the Settlement Fund Administrator shall indemnify and hold harmless the Remnant Defendants and any other Released Entity and their counsel for all Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, all Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall timely be paid by the Settlement Fund Administrator out of the Settlement Funds without prior order from the MDL Court. The Settlement Fund Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)) (and any corresponding or similar provisions of state, local or foreign law, as applicable). Neither the Remnant Defendants nor any Released Entity nor their counsel is responsible therefor, nor shall they have any liability therefor. The Settling Parties agree to cooperate with the Settlement Fund Administrator, each other, their tax attorneys, and their accountants to the extent reasonably necessary to carry out the provisions of this Section III.E.3, and with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.

IV. Implementing the Agreement

A. **Stay.** Following the Preliminary Agreement Date, Plaintiffs' Settlement Counsel and Remnant Defendants shall promptly jointly inform the MDL Court and jointly undertake reasonable best efforts to stay the Actions as to the Remnant Defendants.

B. **Notice to the Subdivisions.** No later than seven (7) calendar days after the Preliminary Agreement Date, the Notice and Claims Administrator shall send individual written Notice of the opportunity to participate in this Agreement and the requirements of participation to all Subdivisions. The form and manner of Notice agreed upon by the Parties shall be provided by the Notice and Claims Administrator to the Subdivisions. The notice shall include a Subdivision Settlement Participation Form and shall provide prominent notice of the Subdivision Settlement Participation Form Submission Deadline. Nothing contained herein shall preclude Plaintiffs' Settlement Counsel from providing further notice to or otherwise contacting any Subdivision about becoming a Participating Subdivision, including beginning any of the activities described in this paragraph prior to the Preliminary Agreement Date.

C. **Participation by Subdivisions.**

1. A Subdivision may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to the Notice and Claims Administrator specifying (1) that the Subdivision agrees to the terms of this Agreement, (2) that the Subdivision releases all Released Claims against all Released Entities, (3) that the Subdivision agrees to use monies it receives from the Opioid Remediation Fund, if any, pursuant to the applicable requirements of Section VII., *provided, however*, that Non-Litigating Subdivisions may only use monies originating from the Opioid Remediation Fund for purposes that qualify as Opioid Remediation, and (4) the Subdivision submits to the jurisdiction of the MDL Court for purposes limited to the MDL Court's role under this Agreement. The required Subdivision Settlement Participation Form is attached as **Exhibit G.**
2. The eligibility of entities that submit Subdivision Settlement Participation Forms to participate in the Settlement as Participating Subdivisions will be subject to confirmation by the Notice and Claims Administrator.
3. Subdivision Settlement Participation Forms shall be deemed valid only for the entity named in the request.
4. Subdivision Settlement Participation Forms shall be deemed timely if received by the Notice and Claims Administrator no later than the Subdivision Settlement Participation Form Submission Deadline, or otherwise as agreed in writing by Plaintiffs' Settlement Counsel and the Remnant Defendants.
5. A Subdivision that has not submitted a Settlement Participation Form, and is thus a Non-Participating Subdivision, shall not directly receive any portion of the Opioid Remediation Funds. The Remnant Defendants reserve all of their legal rights and defenses with respect to Non-Participating Subdivisions.

6. Within ten (10) calendar days of the Subdivision Settlement Participation Form Submission Deadline, as extended by written agreement, the Notice and Claims Administrator shall deliver to Plaintiffs' Settlement Counsel and Remnant Defendants the Participation Report.
7. Within fifteen (15) calendar days of delivering the Participation Report, the Notice and Claims Administrator shall deliver to Remnant Defendants copies of all Subdivision Settlement Participation Forms.

D. Notice by Remnant Defendants.

1. After receiving the Participation Report, each Remnant Defendant will individually determine on or before the Reference Date whether there is sufficient Subdivision participation and sufficient resolution or dismissal of the Claims of the Litigating Subdivisions to proceed with this Agreement. The determination shall be in the sole discretion of the Remnant Defendant and may be based on any criteria or factors deemed relevant by the Remnant Defendant.
2. On or before the Reference Date, each Remnant Defendant shall inform Plaintiffs' Settlement Counsel of its determination pursuant to Section IV.D.1. If one or more Remnant Defendants determine to proceed, those Parties will proceed to file the motion for a Consent Judgment and the obligations in the Subdivision Settlement Participation Form will become effective and binding as of the Effective Date. If one or more Remnant Defendants determine not to proceed, those Remnant Defendants shall serve notice of their decision to terminate this Agreement as to them only in accordance with Section V.C.

E. Entry of Consent Judgment.

1. Within fourteen (14) days after the Reference Date (or the next business day thereafter), the Settling Parties shall submit an appropriate motion to the MDL Court reporting upon the Settlement as specified herein, including the Participation Report, and jointly requesting that the MDL Court:
 - a. enter a final consent judgment dismissing the Actions coordinated under MDL No. 2804 with prejudice as to the Remnant Defendants and, except as provided for in this Agreement, without costs or attorneys' fees;
 - b. direct Participating Subdivisions to dismiss the other Actions not coordinated under MDL No. 2804 with prejudice as to the Remnant Defendants and, except as provided for in this Agreement, without costs or attorneys' fees;

- c. discharge and release the Released Entities from all Released Claims;
 - d. permanently bar and enjoin the institution and prosecution by Participating Subdivisions of any other action against the Released Entities in any forum asserting any claims related in any way to the Released Claims;
 - e. reserve and continue exclusive jurisdiction over the Settlement, including the Settlement Fund, Opioid Remediation Fund, the Settlement Fund Administrator, the Notice and Claims Administrator, and all future proceedings concerning the administration, consummation, and enforcement of this Agreement;
 - f. determine pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and direct entry of a final judgment as to the Participating Subdivisions and the Remnant Defendants; and
 - g. confirm such other and further provisions consistent with the terms of this Agreement to which the Settling Parties expressly consent in writing.
- 2. In connection with the filing of the motion for a Consent Judgment, Plaintiffs' Settlement Counsel will also request that the MDL Court approve the proposed Plan of Allocation, as altered by subsequent agreement, if any, pursuant to Section VII.B.3, and apply the MDL Court's prior common benefit Orders to the Settlement Funds.
 - 3. Participating Subdivisions shall be subject to and bound by the provisions of this Agreement, the releases contained herein, and the Final Judgment.

V. Conditions of Settlement; Effect of Disapproval, Cancellation, or Termination

A. Occurrence of Effective Date.

- 1. Upon the Effective Date, any and all remaining interest or right of the Remnant Defendants that have elected to proceed with the Settlement, in or to the Settlement Funds, if any, shall be absolutely and forever extinguished except as provided by this Agreement, and the Settlement Funds (less any Notice and Administrative Costs, Taxes, Tax Expenses, or Attorneys' Fees and Expenses paid) shall be transferred from the Settlement Fund to the Opioid Remediation Fund, and from the Settlement Fund Administrator to the Notice and Claims Administrator as successor Settlement Fund Administrator, within ten (10) business days of the Notice and Claims Administrator notifying Plaintiffs' Settlement Counsel

it is ready to distribute the Opioid Remediation Funds, which must be after the Effective Date.

2. Upon the Effective Date, the Participating Subdivisions shall dismiss the Actions with prejudice as to the Released Entities, including all Actions listed on **Exhibit A**, as provided for in the Consent Judgment.

B. Failure of Effective Date to Occur. In the event that the Effective Date does not occur for any reason as to one or more Remnant Defendants, including for the reasons set forth in Sections IV.C., then this Agreement shall be cancelled and terminated as to those Remnant Defendants for which the Effective Date does not occur only, unless the affected Settling Parties mutually agree in writing to proceed with this Agreement.

C. Termination.

1. Prior to the Effective Date, this Agreement may be terminated by a Remnant Defendant as to it (but not as to any other Remnant Defendant) by serving on Plaintiffs' Settlement Counsel and counsel for the other Remnant Defendants a written notice of termination within ten (10) calendar days (or such longer time as may be agreed between Remnant Defendants and Plaintiffs' Settlement Counsel) after any of the following occurrences:
 - a. the Remnant Defendant provides written notice of its election not to proceed under Section IV.D.2.;
 - b. a Consent Judgment approving this Agreement without modification of any of this Agreement's terms has not been entered by the MDL Court on or before one hundred eighty (180) calendar days after the Preliminary Agreement Date;
 - c. this Agreement or the Consent Judgment has been disapproved by the MDL Court (or, in the event of an appeal from or review of a decision of the MDL Court to approve this Agreement and the Consent Judgment, by the court hearing such appeal or conducting such review), and the time to appeal from such disapproval has expired, or, in the event of an appeal from such disapproval, the appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such appeal has been taken and such dismissal or disapproval has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court); or
 - d. the Effective Date does not otherwise occur within one hundred eighty (180) calendar days after the Preliminary Agreement Date.
2. If this Agreement is terminated by one or more Remnant Defendants pursuant to Section V.C.1.:

- a. Plaintiffs' Settlement Counsel must notify the Settlement Fund Administrator and/or the Notice and Claims Administrator of those Remnant Defendants' decision to terminate this Agreement within seven (7) days of receiving written notice of such termination and instructions from those Remnant Defendants required to effectuate the wire transfer for the Termination Refund;
- b. the Settlement Fund Administrator and/or the Notice and Claims Administrator shall transfer the Termination Refund to those Remnant Defendants within seven (7) days of receiving written notice from Plaintiffs' Settlement Counsel; and
- c. upon receipt of the Termination Refund, this Agreement and all of its terms (except Section X.L. and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated, and this Agreement and all orders issued pursuant to this Agreement shall become null and void and of no effect as between the Participating Subdivisions and the terminating Remnant Defendants only. The Participating Subdivisions and those Remnant Defendants shall be returned to the status quo that existed in the Actions immediately prior to their entry into this Settlement Agreement (subject to appropriate extensions of deadlines to enable the Actions to proceed), and the Participating Subdivisions and the terminating Remnant Defendants shall retain all of their respective rights and defenses as of immediately prior to their entry into this Settlement Agreement. The Participating Subdivisions and those Remnant Defendants shall then proceed in all respects as if this Agreement and any related orders had not been executed.

VI. Notice and Claims Administrator

A. Selection of Notice and Claims Administrator. Plaintiffs' Settlement Counsel shall nominate, subject to the consent of the Remnant Defendants, an entity to serve as Notice and Claims Administrator that meets the following requirements:

1. The Notice and Claims Administrator will be bound by an agreement mutually acceptable to Plaintiffs' Settlement Counsel and Remnant Defendants.
2. The Notice and Claims Administrator will act as an independent and neutral third party in the performance of its functions including administering and disbursing funds from the Settlement Fund and the Opioid Remediation Fund.

3. The Notice and Claims Administrator may not be an entity that has acted as counsel for, or otherwise represented, a party in claims relating to Products.
4. The Notice and Claims Administrator shall have the authority to perform all actions consistent with the terms of this Agreement that the Notice and Claims Administrator deems to be reasonably necessary to effectuate the notice. Subject to the Parties' approval, the Notice and Claims Administrator may retain any entity that the Notice and Claims Administrator deems to be reasonably necessary to provide assistance in effectuating Notice to the Participating Subdivisions.
5. The Notice and Claims Administrator's role generally shall include, consistent with the terms of this Agreement, administration of the proposed Settlement, including receiving, preserving, reviewing, analyzing, and approving Participation Forms, including all supporting documentation, as well as distributing and overseeing distribution of the Opioid Remediation Fund according to the Plan of Allocation.
6. Any successor to the initial Notice and Claims Administrator shall be subject to the consent of all Settling Parties, shall fulfill the same functions from and after the date of succession, and shall be bound by the determinations made by the predecessor(s) to date.
7. The Notice and Claims Administrator shall have no authority to alter in any way the Settling Parties' or Participating Subdivisions' rights and obligations under this Agreement.
8. The Remnant Defendants and Released Entities shall have no involvement with or responsibility for supervising the Notice and Claims Administrator and are not subject to the authority of the Notice and Claims Administrator.
9. All fees, costs, and expenses incurred in the administration and/or work by the Notice and Claims Administrator, including fees, costs, and expenses of the Notice and Claims Administrator, as well as the costs of distributing the Notice, shall be paid from the Settlement Funds. Remnant Defendants shall have no obligation to pay any such fees, costs, and expenses other than the Pooled Settlement Amount.

B. Distribution of Settlement Fund.

1. The Notice and Claims Administrator shall administer the claims submitted by Participating Subdivisions and shall oversee distribution of the Settlement Funds, including distribution of amounts in the Opioid Remediation Fund to Participating Subdivisions pursuant to the Plan of Allocation. Subject to the terms of this Agreement and any order(s) of the

MDL Court, as may be necessary or as circumstances may require, the Settlement Funds shall be applied as follows:

- a. to pay Taxes and Tax Expenses on the Settlement Funds (but not on any individual distributions to Participating Subdivisions made pursuant to the Plan of Allocation);
 - b. to pay Notice and Administrative Costs (including escrow fees and costs);
 - c. to pay the Attorneys' Fees and Expenses, as set forth in and pursuant to the provisions of Section VII, of this Agreement; and
 - d. to distribute the balance, which constitutes the "Opioid Remediation Funds," to Participating Subdivisions as allowed by this Agreement and the Plan of Allocation.
2. No amount may be disbursed from the Settlement Fund until the Effective Date, except that: (a) Notice and Administrative Costs (including escrow fees and costs) may be paid from the Settlement Fund as they become due, and (b) Taxes and Tax Expenses on the Settlement Funds may be paid from the Settlement Fund as they become due.

C. **Distribution of Opioid Remediation Fund.** Upon the Effective Date and thereafter, and in accordance with the terms of this Agreement, the Plan of Allocation, and any further order(s) of the MDL Court, the Opioid Remediation Funds shall be distributed to Participating Subdivisions as provided by Section VI.B.1.d.

VII. Use and Allocation of Opioid Remediation Fund.

A. Use of Opioid Remediation Funds.

1. It is the intent of the Parties that the payments disbursed from the Opioid Remediation Fund to Participating Subdivisions be for Opioid Remediation as set forth in **Exhibit D: List of Opioid Remediation Uses**, all of which are compensatory and remedial in nature consistent with the restitution characterization under 26 U.S.C. § 162(f)(2)(A). In no event may less than ninety-five percent (95%) of the Opioid Remediation Funds be spent on Opioid Remediation.
2. While disfavored by the Parties, a Participating Subdivision set forth on **Exhibit C** may use monies from the Opioid Remediation Fund (that have not been restricted by this Agreement solely to future Opioid Remediation) for purposes that do not qualify as Opioid Remediation. If, at any time, a Participating Subdivision set forth on **Exhibit C** uses any monies from the Opioid Remediation Fund for a purpose that does not qualify as Opioid Remediation, such Participating Subdivision set forth on **Exhibit C** shall identify such amounts and report to the Notice and

Claims Administrator and the Remnant Defendants how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement, respectively. It is the intent of the Parties that the reporting under this Section VII.A.2. shall be available to the public. For the avoidance of doubt, (a) any amounts not identified under this Section VII.A.2. as used to pay attorneys' fees, investigation costs, or litigation costs shall be included in the Compensatory Restitution Amount for purposes of Section III.B., and (b) Participating Subdivisions not listed on **Exhibit C** may only use monies from the Opioid Remediation Fund for purposes that qualify as Opioid Remediation.

B. Allocation of Opioid Remediation Fund. The allocation of the Opioid Remediation Fund allows for different approaches to be taken in different states, such as through a State-Subdivision Agreement. The Notice and Claims Administrator will, for each Participating Subdivision, apply the terms of this Agreement and any relevant State-Subdivision Agreement or voluntary redistribution of funds as set out below before disbursing the funds.

1. A State-Subdivision Agreement may govern the operation and use of amounts allocated to the Participating Subdivisions of a particular State so long as the terms do not conflict with Section VII.A. and the funds are held in a segregated account until distributed for their intended purposes.
2. In the absence of an applicable State-Subdivision Agreement, the Opioid Remediation Fund will be used solely for future Opioid Remediation and the Opioid Remediation Funds will be distributed for their intended purposes by the Notice and Claims Administrator to Participating Subdivisions included on **Exhibit E** pursuant to the Plan of Allocation. Section VII.B.3. shall govern amounts that would otherwise be distributed to Non-Participating Subdivisions listed in **Exhibit E**. For the avoidance of doubt and notwithstanding any other provision in this Agreement, no Non-Participating Subdivision will receive any amount from the Opioid Remediation Fund, regardless of whether such Subdivision is included on **Exhibit E**. Also, no State will receive any amount from the Opioid Remediation Fund.
3. Any portion of the Opioid Remediation Fund allocated pursuant to Section VII.B. and the Plan of Allocation to a Subdivision that is a Non-Participating Subdivision will be re-allocated among Participating Subdivisions as later agreed between Plaintiffs' Settlement Counsel and Remnant Defendants. For avoidance of doubt, any amount allocated to a Participating Subdivision under this Section VII.B.3. must be used as provided by Section VII.A.

C. No Liability for Distribution of Settlement Fund or Opioid Remediation Fund. Neither the Released Entities nor their counsel shall have any responsibility for, or liability whatsoever with respect to, the distribution of the Settlement Fund or Opioid

Remediation Fund; administering the Plan of Allocation; the Settlement Fund's or Opioid Remediation Fund's qualification as a "qualified settlement fund"; the payment or withholding of Taxes or Tax Expenses; the distribution of Settlement Funds or Opioid Remediation Funds; or any losses incurred in connection with any such matters. The Releasors hereby fully, finally, and forever release, relinquish, and discharge the Released Entities and their counsel from any and all such liability. No entity shall have any claim against Plaintiffs' Settlement Counsel, the Notice and Claims Administrator, or any Released Entity based on the distributions made in accordance with this Agreement, the Plan of Allocation, or further orders of the MDL Court.

D. Balance Remaining in Settlement Fund or Opioid Remediation Fund. If there is any balance remaining in the Settlement Fund or Opioid Remediation Fund (whether by reason of tax refunds, uncashed checks, or otherwise), such balance shall be deemed as Opioid Remediation Funds and distributed in accordance with the Plan of Allocation and Section VII., and shall be used and expended solely for the purpose set forth in **Exhibit D**, or further order of the MDL Court (but not to the Remnant Defendants).

VIII. Attorneys' Fees and Expenses

The Agreement on Attorneys' Fees and Expenses is set forth in **Exhibit H** and incorporated herein by reference. The Released Entities shall have no responsibility for or liability whatsoever with respect to any payment for Attorneys' Fees and Expenses or to any other entity or person that may assert a claim for any attorneys' fee, expense, or costs, except as set forth in the Agreement on Attorneys' Fees and Expenses in **Exhibit H**.

IX. Releases and Dismissal

A. No Future Actions Following Release. As of the Effective Date, the Released Entities are fully, finally, and forever released and discharged from all of the Releasors' Released Claims. Each Releasor hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever, whether on its own behalf, or as part of any putative, purported, or certified class. The releases provided for in this Agreement are intended by the Settling Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims. This Agreement shall be a complete bar to any Released Claim. Other than as set forth herein, this Agreement does not include any provisions for injunctive relief. Participating Subdivisions shall look solely to the Settlement Funds for settlement and satisfaction against the Released Entities of all claims that are released hereunder. The MDL Court shall have continuing and exclusive jurisdiction to enforce the terms and provisions of this Agreement and any and all of its Orders made in connection with Settlement approval, notice, administration, and implementation.

B. Claim-Over and Non-Party Settlement.

1. It is the intent of the Parties that:

- a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance or other third-party contract), from other parties for their payment obligations under this Agreement;
- b. The payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);
- c. Claims by Releasors against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
- d. this Agreement meets the Uniform Contribution Among Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to pay other parties.

The provisions of this Section IX.B. are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

- 2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided that* a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance or other third-party contracts.
- 3. To the extent that, on or after the Effective Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will seek to include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Remnant Defendants in Section IX.B.2. or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.
- 4. In the event that any Releasor obtains a judgment against a Non-Released Entity that does not contain a prohibition like that described in Section

IX.B.2., or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Section IX.B.2., and such Non-Released Entity asserts a Claim-Over against a Released Entity, the Released Entity shall be relieved of the prohibition in Section IX.B.2. with respect to that Non-Released Entity and that Releasor and the Remnant Defendants shall take the following actions to ensure that the Released Entities do not pay more with respect to the Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Agreement by the Remnant Defendants:

- a. The Remnant Defendants shall notify that Releasor of the Claim-Over within sixty (60) days of the assertion of the Claim-Over or within sixty (60) days of the Effective Date, whichever is later.
- b. The Remnant Defendants and that Releasor shall meet and confer concerning the means to hold the Released Entities harmless from the Claim-Over and ensure that the Released Entities are not required to pay more with respect to the Released Claims than the amounts owed by Remnant Defendants under this Agreement.
- c. That Releasor and the Remnant Defendants shall take steps sufficient and permissible under applicable law to hold the Released Entities harmless from the Claim-Over and ensure the Released Entities are not required to pay more with respect to the Covered Conduct than the amounts owed by Remnant Defendants under this Agreement. Such steps may include, where permissible:
 - (i) The Releasor supporting a motion to dismiss or such other appropriate motion as may be filed by the Released Entities in response to any Claim filed in litigation or arbitration;
 - (ii) Reduction of that Releasors' Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
 - (iii) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;
 - (iv) Return of monies paid by Remnant Defendants to that Releasor under this Agreement to permit satisfaction of a

judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;

- (v) Payment of monies to Remnant Defendants by that Releasor to ensure they are held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
- (vi) Credit to the Remnant Defendants under this Agreement to reduce the overall amounts to be paid under this Agreement such that they are held harmless from the Claim-Over; and
- (vii) Such other actions as that Releasor and the Remnant Defendants may devise to hold the Released Entities harmless from the Claim-Over.

d. The actions of that Releasor and Remnant Defendants taken pursuant to paragraph (c) must in combination, ensure Remnant Defendants are not required to pay more with respect to Covered Conduct than the amounts owed by Remnant Defendants under this Agreement.

5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under Section IX.B.3. shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, distributor, clinic, hospital or other purchaser or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Each Remnant Defendant shall notify the Participating Subdivisions, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entity assert a Claim-Over arising out of contractual indemnity against it.

C. **Litigation Bar.** The Settling Parties contemplate and agree that this Agreement may be pleaded as a bar to a lawsuit, and an injunction may be obtained, preventing any action from being initiated or maintained in any case sought to be prosecuted on behalf of any Releasors with respect to the Released Claims.

D. **General Release.** The Releasors acknowledge that, by executing this Agreement, and for the consideration received hereunder, it is their intention to release, and they are releasing, all Released Claims, even Unknown Claims. In connection with the releases provided for in this Agreement, each Releasor expressly, knowingly, and voluntarily waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
THAT THE CREDITOR OR RELEASING PARTY DOES NOT

KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Releasors likewise expressly, knowingly, and voluntarily waive any rights under Section 20-7-11 of the South Dakota Codified Laws, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Releasors acknowledge that they have been advised by Plaintiffs' Settlement Counsel of the contents and effects of California Civil Code § 1542, and hereby expressly waive and release with respect to the Released Claims any and all provisions, rights, and benefits conferred by California Civil Code § 1542 or by any equivalent, similar, or comparable law or principle of law in any jurisdiction, including, but not limited to Section 20-7-11 of the South Dakota Codified Laws. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Releasor hereby expressly waives, and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Releasors' decision to enter into or participate in this Agreement.

E. **Assigned Interest Waiver.** To the extent that any Releasor has any direct or indirect interest in any rights of a third party that is a debtor under the Bankruptcy Code as a result of a claim arising out of Covered Conduct by way of assignment or otherwise, including as a result of being the beneficiary of a trust or other distribution entity, to assert claims against a Remnant Defendant (whether derivatively or otherwise), under any legal or equitable theory, including for indemnification, contribution, or subrogation, such Releasor waives the right to assert any such claim, or to receive a distribution or any benefit on account of such claim and such claim, distribution, or benefit shall be deemed assigned to such Remnant Defendant.

F. **Res Judicata.** Nothing in this Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the Settlement gives rise to under applicable law.

G. **Effectiveness.** The releases set forth in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Funds or any portion thereof, by the enactment of future laws or the reinterpretation of existing law, or by any seizure of the Settlement Funds or any portion thereof.

H. **Cooperation.** The Settling Parties agree to use their best efforts and to cooperate to cause this Agreement and the Consent Judgment to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, the Settling Parties agree that they will not directly or indirectly assist or encourage any challenge to this Agreement or the Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgment. Upon the Effective Date, Plaintiffs' Settlement Counsel will also reasonably cooperate with the Remnant Defendants to secure the prompt dismissal of any and all Released Claims in the Actions and in any later-filed litigation implicated by the releases, covenants not to sue, and/or claim bars set forth herein.

I. **Liens.** Each Participating Subdivision agrees to be responsible for any liens, interests, actions, or claims asserted by any third party, in a derivative manner, for or against the portion of Opioid Remediation Funds allocated to that Participating Subdivision, including, without limitation, any derivative actions or claims asserted by any financial institutions, lenders, insurers, agents, representatives, successors, predecessors, assigns, attorneys, bankruptcy trustees, and any and all other entities that may claim through them in a derivative manner.

J. **Claims Excluded from Release.** Notwithstanding the foregoing, the releases provided herein shall not release claims of governmental entities that do not participate in the Settlement; claims arising solely from conduct by the Remnant Defendants that occurs after the Effective Date; claims against the Remnant Defendants other than the Released Claims; or claims alleging a breach of this Agreement or seeking to enforce this Agreement.

X. Miscellaneous Provisions

A. **Population of Subdivisions.** The population figures for Subdivisions shall be the published U.S. Census Bureau's population estimates for July 1, 2019, released May 2020. These population figures shall remain unchanged during the term of this Agreement.

B. **No Admission of Liability or Wrongdoing.** The Parties agree to settle the Released Claims and to execute this Agreement solely to compromise and settle protracted, complicated, and expensive litigation. The Remnant Defendants do not admit liability or wrongdoing. Neither this Agreement nor the Consent Judgment shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to the Remnant Defendants.

C. **Voluntary Settlement.** Each Settling Party warrants and represents that it negotiated the terms of this Agreement in good faith, without any degree or duress or compulsion, and after consultation with competent legal counsel. The Settling Parties agree that throughout the course of the litigation of the Action, the Settling Parties and their counsel vigorously prosecuted their claims and/or defenses consistent with the applicable rules of procedure.

D. **Authorization to Enter Settlement Agreement.** The undersigned representatives of Remnant Defendants represent they are fully authorized to enter into and execute this Agreement on behalf of Remnant Defendants. Plaintiffs' Settlement Counsel represent that they

are, pursuant to MDL Court appointment, expressly authorized to take all action required or permitted to be taken pursuant to this Agreement to effectuate its terms and enter into and execute this Agreement and any modifications or amendments to this Agreement, on behalf of the Participating Subdivisions, that they deem appropriate.

E. **Integrated Agreement.** Except for any amendments, alterations, or modifications provided for under Section X.G., this Agreement, including its exhibits and any other attachments, and the Related Agreements, embodies the entire agreement and understanding between and among the Settling Parties relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral, and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter. It is understood by the Settling Parties that, except for the matters expressly represented herein, the facts or law with respect to which this Agreement is entered into may turn out to be other than or different from the facts now known to each party or believed by such party to be true. Each Settling Party therefore expressly assumes the risk of the facts or law turning out to be so different, and agrees that this Agreement shall be in all respects effective and not subject to termination by reason of any such different facts or law.

F. **Exhibits.** The exhibits to this Agreement are as follows all of which are incorporated by reference, *provided that* the descriptions of the exhibits below are for reference only and do not alter any other term of this Agreement:

Exhibit A – List of Actions. Lists lawsuits brought in state or federal court by or on behalf of Litigating Subdivisions against Remnant Defendants, coordinated under or parallel to MDL No. 2804.

Exhibit B – Documents Describing Alleged Harms. References non-exclusive examples of alleged past, present, and future financial, societal, and public nuisance harms and related expenditures.

Exhibit C – List of Litigating Subdivisions. Lists of all Litigating Subdivisions.

Exhibit D – List of Opioid Remediation Uses. Provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. It includes core strategies and approved uses for settlement funds, such as naloxone distribution, medication-assisted treatment, prevention programs, and more.

Exhibit E – Plan of Allocation. The plan or formula for allocation of the Opioid Remediation Fund among Participating Subdivisions.

Exhibit F – List of Remnant Defendants’ Joint Ventures, Subsidiaries, Affiliates, and Predecessor Entities. Lists joint ventures, subsidiaries, affiliates, and predecessor entities of the Remnant Defendants.

Exhibit G – Subdivision Settlement Participation Form. Form that Participating Subdivisions must execute and return to participate in the settlement and receive payment.

Exhibit H – Agreement on Attorneys' Fees, Costs, and Expenses. Details the agreement regarding the allocation and payment of attorneys' fees, costs, and expenses from the settlement funds, including the structure of the Attorney Fee Fund, Common Benefit Fund, and Contingency Fee Fund.

G. **Amendment.** The terms and provisions of this Agreement may not be altered, amended, or modified except in writing signed by all Settling Parties.

H. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature. Counsel for the Settling Parties to this Agreement shall exchange among themselves original or scanned counterparts and a complete, assembled executed counterpart shall be filed with the MDL Court.

I. **Construction.** None of the Settling Parties shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

J. **Each Party to Bear Its Own Costs and Fees.** Except as otherwise provided herein, each Settling Party shall bear its own attorneys' fees and other litigation expenses and costs.

K. **Federal Rule of Evidence 408.** The Settling Parties agree that this Agreement, its terms and the negotiations surrounding this Agreement shall be governed by Federal Rule of Evidence 408 and shall not be admissible or offered or received into evidence in any suit, action, or other proceeding, except as provided in this Agreement, upon the written agreement of the Settling Parties hereto, pursuant to an order of a court of competent jurisdiction, or as shall be necessary to give effect to, or to declare or enforce the rights of the Settling Parties with respect to, any provision of this Agreement.

L. **Use of Agreement as Evidence.** Neither this Agreement nor the Settlement, nor any act performed, statement made, or document executed pursuant to or in furtherance of this Agreement or the Settlement: (a) is, may be deemed to be, or may be used as an admission or evidence of the validity of any Released Claims, any allegation made in any Action, or any wrongdoing or liability of Remnant Defendants; or (b) is, may be deemed to be, or may be used as an admission or evidence of any liability, fault, or omission of the Released Entities in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Neither this Agreement nor the Settlement, nor any act performed, statement made, or document executed pursuant to or in furtherance of this Agreement or the Settlement shall be admissible in any proceeding for any purpose except to enforce the terms of the Settlement, and except that the Released Parties may file this Agreement and/or the Consent Judgment in any

action for any purpose, including, but not limited to, in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim. Notwithstanding anything to the contrary in this Agreement or otherwise, Remnant Defendants may file or use this Agreement and related materials in any action: (i) involving a determination regarding insurance coverage; (ii) involving a determination of the taxable income or tax liability of any Remnant Defendants; (iii) to support a claim for contribution and/or indemnification; or (iv) to support any argument or defense by a Remnant Defendant that the Pooled Settlement Amount provides a measure of compensation for asserted harms or otherwise satisfies the relief sought.

M. Preservation of Records. For five years following the Effective Date, (i) the Notice and Claims Administrator shall be required to keep, maintain, preserve, and otherwise refrain from altering, modifying, spoiling, deleting, removing, or destroying all records and data submitted in connection with any Participation Form; and (ii) each Participating Subdivision shall keep, maintain, preserve, and otherwise refrain from altering, modifying, spoiling, deleting, removing, or destroying all records and data supporting its Participation Form.

N. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

O. Notices. All notices from or between the Settling Parties shall be in writing. Each such notice shall be given by: (a) email; (b) hand delivery; (c) registered or certified mail, return receipt requested, postage pre-paid; or (d) FedEx or similar overnight courier, to their representatives at the addresses set forth below or such other addresses as Plaintiffs' Settlement Counsel or the Remnant Defendants may designate, from time to time, by giving notice to all Settling Parties in the manner described in this paragraph.

If directed to Plaintiffs' Settlement Counsel, or Participating Subdivisions,
address notice to:

Peter H. Weinberger
SPANGENBERG SHIBLEY & LIBER
1001 Lakeside Avenue East, Suite 1700
Cleveland, OH 44114
(216) 696-3232
pweinberger@spanglaw.com

Jayne Conroy
SIMMONS HANLY CONROY
112 Madison Avenue, 7th Floor
New York, NY 10016
(212) 784-6400
jconroy@simmonsfirm.com

Joseph F. Rice
MOTLEY RICE
28 Bridgeside Blvd.
Mt. Pleasant, SC 29464
(843) 216-9000
jrice@motleyrice.com

Paul T. Farrell, Jr., Esq.
FARRELL & FULLER
270 Munoz Rivera Ave., Suite 201
San Juan, PR 00918
(304) 654-8281
paul@farrellfuller.com

If directed to the Remnant Defendants, address notice to:

United Natural Foods, Inc.

Kim J. Myrdahl
Deputy General Counsel, Senior Vice President & Chief Compliance Officer
United Natural Foods, Inc.
Legal Department
PO Box 990
Minneapolis, Minnesota 55440
kim.j.myrdahl@unfi.com

With a copy (which shall not constitute notice) to:

Joseph M. Vanek
Greg Shinall
Trevor K. Scheetz
Sperling Kenny Nachwalter, LLC
321 N. Clark St., 25th Floor
Chicago, Illinois 60654
jvanek@sperlingkenny.com
shinall@sperlingkenny.com
tscheetz@sperlingkenny.com

J M Smith Corporation

Robert M. Barrett
General Counsel
J M Smith Corporation
9098 Fairforest Road
Spartanburg, SC 29301
rbarrett@jmsmith.com

With a copy (which shall not constitute notice) to:

John J. Haggerty
Fox Rothschild LLC
Stone Manor Corporate Ctr.
2800 Kelly Road, Suite 200
Warrington, PA 18975
jhaggerty@foxrothschild.com

Louisiana Wholesale Drug Company, Inc.

Chad Gielen
President
Louisiana Wholesale Drug Co., Inc.
2085 I-49 S. Service Rd.
Sunset, LA 70584

With a copy (which shall not constitute notice) to:

Neil G. Vincent
Allen & Gooch, ALC
2000 Kaliste Saloom Road, Ste. 400
Lafayette, Louisiana 70508
neilvincent@allengooch.com

Morris & Dickson Co., L.L.C.

Jim Walden
Walden Macht Haran & Williams LLP
250 Vesey Street, 27th Floor
New York, NY 10281
jwalden@wmhwlaw.com

Russell Dickson
General Counsel
Morris & Dickson Co., L.L.C.
PO Box 51367
Shreveport, LA 71135
rdickson@morrisdickson.com

North Carolina Mutual Wholesale Drug Company, Inc.

Clint Syvinski, Co-CEO
Katie Zechman, Co-CEO
North Carolina Mutual Wholesale Drug Co.

816 Ellis Rd.
Durham, NC 27703
csyvinski@mutualdrug.com
kzechman@mutualdrug.com

With a copy (which shall not constitute notice) to:

Chris Graebe
Morningstar Law Group
434 Fayetteville St., Suite 2200
Raleigh, NC 27601
cgraebe@morningstarlawgroup.com

Associated Pharmacies, Inc.; American Associated Pharmacies

Clint King
President
Associated Pharmacies, Inc.
211 Lonnie E. Crawford Blvd.
Scottsboro, AL 35769
clint@apirx.com

With a copy (which shall not constitute notice) to:

Carl S. Burkhalter
S. Reeves Jordan
Maynard Nexsen P.C.
1901 Sixth Ave. N., Suite 1700
Birmingham, AL 35203
cburkhalter@maynardnexsen.com
rejoordan@maynardnexsen.com

Any Settling Party may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Section X.O.

P. **Consent to Jurisdiction.** The Remnant Defendants, the Plaintiffs' Settlement Counsel, and Participating Subdivisions (including all Releasers) hereby irrevocably submit to the exclusive jurisdiction of the MDL Court only for the specific purpose of any suit, action, proceeding, or dispute arising out of or relating to the enforcement of this Agreement or the applicability of this Agreement. Solely for purposes of such suit, action, or proceeding, to the fullest extent that they may effectively do so under applicable law, the Remnant Defendants, the Plaintiffs' Settlement Counsel, and the Participating Subdivisions and the Participating Subdivisions' Counsel irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the MDL Court or that the MDL Court is in any way an improper venue or an inconvenient forum. Nothing herein shall be construed as a submission to jurisdiction for any purpose other than any

suit, action, proceeding, or dispute arising out of or relating to enforcement of this Agreement or the applicability of this Agreement. For the avoidance of doubt, nothing herein shall be construed as a submission to jurisdiction in any action involving a determination regarding insurance coverage.

Q. Resolution of Disputes; Retention of Exclusive Jurisdiction. Any disputes between or among the Remnant Defendants and any Participating Subdivision concerning matters contained in this Agreement, including the Plan of Allocation, shall, if they cannot be resolved by negotiation and agreement, be submitted to the MDL Court. The MDL Court shall retain exclusive jurisdiction over the implementation and enforcement of the Settlement.

R. Choice of Law. This Agreement shall be construed and enforced in accordance with, and governed by, the applicable provisions of the Federal Rules of Civil Procedure and Evidence, and the internal, substantive laws of the State of Ohio without giving effect to that State's choice of law principles.

S. No Waiver. No delay or omission by any Settling Party in exercising any rights under this Agreement will operate as a waiver of that or any other right. The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.

T. Preservation of Privilege. Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party and Participating Subdivision agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

U. Duty Not to Encourage Non-Participation. Plaintiffs' Settlement Counsel agrees not to in any way encourage, promote, or solicit any Subdivision, or their counsel, to decline to participate in this Settlement, or seek any relief inconsistent with this Settlement.

V. Tax Cooperation and Reporting.

1. Upon request by any Remnant Defendant, the Participating Subdivisions agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for the Remnant Defendant to establish the statements set forth in Section III.B. to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.

2. Without limiting the generality of Section X.V.1., each Participating Subdivision shall cooperate in good faith with any Remnant Defendant with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement. The Settling Parties agree to cooperate in good faith to provide documentation and perform such further acts, reporting, or allocation to achieve maximum deductibility under the terms of this Agreement.
3. The Designated Subdivision, as defined in Section I.K., on behalf of all Participating Subdivisions, shall designate one of its officers or employees to act as the “appropriate official” within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the “*Appropriate Official*”). The Designated Subdivision shall direct and ensure that the Appropriate Official timely (a) files (i) at the time this Agreement becomes binding on the Settling Parties, an IRS Form 1098-F with respect to each of the Remnant Defendants and (ii) any legally required returns or amended returns with any applicable governmental authority, or any returns requested by the respective Remnant Defendant, and (b) provides to each of the Remnant Defendants a copy of (i) the IRS Form 1098-F filed with respect to such Remnant Defendant and (ii) any legally required written statement pursuant to any applicable law and any other document referred to in clause (a)(ii) above. Any such form, return, or statement shall be prepared and filed in a manner fully consistent with Section III.B.
4. The Participating Subdivisions agree that any return, amended return, or written statement filed or provided pursuant to Section X.V.3., and any similar document, shall be prepared and filed in a manner consistent with reporting each Remnant Defendant’s portion of the Pooled Settlement Amount as the “Total amount to be paid” pursuant to this Agreement in Box 1 of IRS Form 1098-F and each Remnant Defendant’s portion of the Compensatory Restitution Amount as “Restitution/remediation amount” in Box 2 of IRS Form 1098-F. If the Designated Subdivision or Appropriate Official shall be required to file any return, amended return, or written statement contemplated by this Section X.V. other than an IRS Form 1098-F, the Designated Subdivision shall direct and ensure that the Appropriate Official provides to each Remnant Defendant a draft of such return, amended return, or written statement in respect of such Remnant Defendant no later than sixty (60) calendar days prior to the due date thereof and shall accept and reflect any reasonable comments of such Remnant Defendant on the return, amended return, or written statement in respect of such Remnant Defendant.
5. For the avoidance of doubt, neither the Remnant Defendants nor the Participating Subdivisions make any warranty or representation to any Participating Subdivision or Releasor as to the tax consequences of any aspect of the Settlement or this Agreement.

W. **No Third-Party Beneficiaries.** Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Released Entity. No Participating Subdivision may assign or otherwise convey any right to enforce any provision of this Agreement.

X. **Confidentiality.** The terms of this Agreement shall remain confidential until Subdivision Settlement Participation Forms are submitted to Subdivisions pursuant to the terms of this Agreement, or the proposed order to establish qualified settlement funds is submitted to the MDL Court, whichever occurs first; *provided that*, prior to then the Settling Parties may disclose the terms of this Settlement to accountants, lenders, auditors, legal counsel, tax advisors, insurers, or consultants; or as part of any security or other disclosure required by law (as determined by a Settling Party and its counsel); or in response to a request by any governmental, judicial, or regulatory authority or otherwise required by applicable law or court order; and Participating Subdivisions may disclose the terms of the Settlement to any entity that has applied to serve as Notice and Claims Administrator, or Settlement Fund Administrator, who shall abide by the terms of this paragraph. Any formal press release by a Settling Party regarding this Settlement prior to entry of the Final Judgment shall be shared in advance with the other Settling Party, with a reasonable opportunity for comments and suggested changes.

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

PLAINTIFFS' SETTLEMENT COUNSEL

Date: _____

By: _____

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

MORRIS & DICKSON CO., L.L.C.

Date: _____

By:_____

Printed Name: _____

Title:_____

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

UNITED NATURAL FOODS, INC.

Date: _____

By:_____

Printed Name: _____

Title:_____

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**LOUISIANA WHOLESALE DRUG
COMPANY, INC.**

Date: _____

By:_____

Printed Name: _____

Title:_____

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

J M SMITH CORPORATION

Date: _____

By:_____

Printed Name: _____

Title:_____

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

ASSOCIATED PHARMACIES, INC.

Date: _____

By: _____

Printed Name: _____

Title: _____

**AMERICAN ASSOCIATED
PHARMACIES**

Date: _____

By: _____

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**NORTH CAROLINA MUTUAL
WHOLESALE DRUG COMPANY, INC.**

Date: _____

By:_____

Printed Name: _____

Title:_____

EXHIBIT D

List of Opioid Remediation Uses

Schedule A

Core Strategies

Participating Subdivisions shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).

- A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES
 - 1. Expand³ training for first responders, schools, community support groups and families; and
 - 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
- B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT
 - 1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
 - 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
 - 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
 - 4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.
- C. PREGNANT & POSTPARTUM WOMEN

³ As used in this Exhibit D, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
 2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co- occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
 3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.
- D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“NAS”)
1. Expand comprehensive evidence-based and recovery support for NAS babies;
 2. Expand services for better continuum of care with infant- need dyad; and
 3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.
- E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES
1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
 2. Expand warm hand-off services to transition to recovery services;
 3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
 4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
 5. Hire additional social workers or other behavioral health workers to facilitate expansions above.
- F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA’s “Real Cost” campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre- arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

Schedule B

Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:⁴

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

⁴ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“DATA 2000”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co- occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co- occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—
OUD and any co-occurring SUD/MH conditions through evidence-based or
evidence-informed programs or strategies that may include, but are not limited to,
those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co- occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co- occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“PAARI”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“DART”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“LEAD”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
 3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
 4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
 5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
 6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
 7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.
- E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women-or women who could become pregnant-who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co- occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

10. Provide support for Children’s Services-Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
 1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience

OULD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction-including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("SAMHSA").
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co- occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT G

Six (6) Remnant Defendants’ Combined Subdivision Participation and Release Form (“Combined Participation Form”)

Governmental Entity: City of Midwest City	State: Oklahoma
Authorized Official: Richard R. Rice, Mayor	
Address 1: 100 N. Midwest Boulevard	
Address 2:	
City, State, Zip: Midwest City, Oklahoma 73110	
Phone: (405) 739-1203	
Email: dmaisch@midwestcityok.org	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the six (6) Remnant Defendants’ Settlement Agreement (“RDSA”), dated February 23, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).
2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in the RDSA. With respect to any Released Claims pending in *In Re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.
4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.
8. The Governmental Entity has the right to enforce the RDSA as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The RDSA shall be a complete bar to any Released Claim against the Released Entities.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.
11. In connection with the releases provided in the RDSA, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in the RDSA, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the RDSA.

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Community Development Department
100 N. Midwest Blvd, Midwest City, OK

To: Honorable Mayor and Council
From: Matt Summers, Community Development Director
Date: April 28, 2026
Subject: Discussion, consideration, and possible action to appoint Marcus Hayes to the Planning Commission to fulfill an unexpired term set to expire August 26, 2026.

On March 30, 2026, Rick Rice submitted a letter of resignation from the Planning Commission effective 10:59 AM, April 20, 2026. The Mayor has nominated Mr. Hayes for appointment to the Planning Commission to fill this vacancy. Mr. Hayes' bio is included as part of this agenda item.

In accordance with Section 6.2.2 (B) of the Zoning Regulations and state statute, the members of the Planning Commission shall be appointed by the Mayor and confirmed by the City Council. Mr. Hayes has served the community for many years on other city boards and committees.

Additionally, state statute and local ordinance [Appendix A: Section 6.2.3 (D)] require that appointments to fill vacancies on the Planning Commission be only for the unexpired term. If confirmed to fill this vacancy, Mr. Hayes would be eligible for reappointment to the Planning Commission in August.

Members of the Commission serve three-year terms and are as follows.

- Dean Hinton: Mayor's Appointee (current term expires: August 26, 2026)
- Jim Smith: Ward 1 (current term expires: August 26, 2026)
- Dee Collins: Ward 2 (current term expires: February 22, 2028)
- Rick Dawkins: Ward 3 (current term expires: August 26, 2026)
- Jess Huskey: Ward 4 (current term expires: February 22, 2028)
- Vacant: Ward 5 (current term expires: August 26, 2026)
- Russell Smith: Ward 6 (current term expires: January 23, 2027)

Action is at the discretion of the City Council.

Matt Summers, AICP
Community Development Director

Marcus Hayes

Born in Houston, Texas

Marcus Hayes attended Oklahoma Christian University, earning a bachelor's degree in English and Communications. A former law school student turned serial entrepreneur, he has developed business interests across property services, e-commerce, the Texas home rental market, and publishing.

His professional experience includes serving as the Assistant Communications Director for the Oklahoma State Labor Department.

Marcus is married with children and remains active in his community. His involvement includes:

- Wrestling coach for the Rolling Meadows Wrestling Club
- Member of his neighborhood association
- Member of the Midwest City Arts Council
- Founder of the Midwest City Community Theater



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 Mayor Rick Rice to the Ordinance Oversight Council Committee (OOC). (D. Maisch – City Attorney).

Date: April 28, 2026

The OOC was originally created by the City Council at its November 27, 2018, City Council Meeting. The purpose of the Committee is to receive updates, review and make recommendations on ordinance changes that are not required due to changes in state law.

The OOC was originally made up of three members of the City Council: Mayor, Vice-Mayor and a third member. The current membership is:

Mayor – Vacant

Vice-Mayor – Pat Byrne

Third Member – Sara Bana

As of April 20, 2026, the Mayor's position became vacant. Rick Rice, the current Mayor is being nominated to fill the vacancy. If approved, the current Mayor, Rick Rice, would be appointed to the OOC. Approval is at the discretion of the City Council.

Respectfully submitted,

Donald D. Maisch
City Attorney



Assistant City Manager, Vaughn Sullivan

100 N. Midwest Boulevard
Midwest City, OK 73110
vsullivan@midwestcityok.org
Office: 405.739.1207
www.midwestcityok.org

MEMORANDUM

To: Honorable Mayor and Council

From: Vaughn Sullivan, Assistant City Manager

RE: Discussion, consideration and possible action of approving the appointment of Alicia Petalcu to the Midwest City Arts Council for Ward 1. (V. Sullivan – Assistant City Manager).

Date: April 28, 2026

This request is to appoint Alicia Petalcu as the Ward 1 representative to the Midwest City Arts Council. Ms. Petalcu's bio is included with this agenda item. Ms. Petalcu would be appointed to a one-year term ending on April 28, 2027.

Current members of the Arts Council are (yellow highlights are currently expired terms):

Mayor – Gail Fry, term ending 01/12/2027

Ward 1 – vacant

Ward 2 – Lindse Barks, term ended 01/14/2025

Ward 3 – Gloria Webb, term ending 02/25/2027

Ward 4 – Debbie Moore, term ending 05/26/2026

Ward 5 – Marcus Hayes – term ending 08/18/2026

Ward 6 – Lisa Pitts – term ending 01/12/2027

Respectfully submitted,

Vaughn Sullivan,
Assistant City Manager

Midwest City Arts Council Appointee

Ward 1 Representative:

Alicia Petalcu

405-274-3613

Alicia holds a Bachelor's degree in Criminal Justice, with a minor in Substance User, from the University of Central Oklahoma. She currently services as a re-entry and Drug Court Case Manager with NorthCare, where she works directly with individuals navigating recovery, stability, and reintegration into the community.

Her professional work focuses on behavioral health, rehabilitation, and connecting people with resources that support long-term well-being. Alicia brings a strong commitment to community engagement and has volunteered with several local organizations, including the YWCA OKC, the NAACP OKC Branch, and the Oklahoma City Zoo. She is also involved in a non-profit initiative that helps incarcerated women write and publish their stories.

Alicia believes art is a powerful tool for community connection, cultural expression, and mental health. She enjoys supporting local artists and attending art walks and public art events throughout the Oklahoma City area. She is passionate about expanding arts access and helping communities like Midwest City celebrate both their history and evolving creative identity.



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: April 28, 2026

SUBJECT: Discussion, consideration, and possible action to submit the Midwest City official vote for 1) Incumbent Justin Battles, Assistant City Manager of Mustang, 2) Incumbent Tim Lyon, City Manager of Midwest City and, 3) Incumbent Pam Polk, City Manager of Durant to serve on the Oklahoma Municipal Assurance Group Board.

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

I recommend that the Council vote to retain Justin Battles, Pam Polk, and myself, as each has demonstrated effectiveness and brings valuable institutional knowledge and years of experience to the Board.

Regards,


Tim L. Lyon, City Manager

BALLOT

OKLAHOMA MUNICIPAL ASSURANCE GROUP

2026 Election of THREE Trustees

For a three-year term starting July 1, 2026

The biographical sketch on the next page for each nominee was written by the person who made the nomination. **YOU MAY VOTE FOR THREE (3) NOMINEES** by placing a check mark next to their names below.

☒ Justin Battles, Assistant City Manager, Mustang (Incumbent)

☒ Tim Lyon, City Manager, Midwest City (Incumbent)

☒ Pam Polk, City Manager, Durant (Incumbent)

☐ Brady Moore, City Manager, Stillwater

☐ Cody Roe, City Manager, McLoud

☐ Michael Shannon, City Manager, Guymon

☐ Cecilia Taft, City Clerk, Spencer

SIGN AND ATTEST

Ballot cast by the governing body of the municipality of

Signed: _____
Mayor

Attested: _____ Date: _____, 2026
Clerk

FAILURE TO PROPERLY SUBMIT THIS BALLOT WILL INVALIDATE THE BALLOT.

Your Ballot must be received by OMAG no later than *May 15, 2026*, by:

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

SEE REVERSE FOR BIOGRAPHICAL SKETCHES

BIOGRAPHICAL SKETCHES, limited to 50 words

JUSTIN BATTLES (Incumbent) Justin Battles is passionate about communities, working with others and the organizations that support them. As the Assistant City Manager for the City of Mustang, he recognizes and understands the demands that cities and towns face. Justin has 24 years of municipal experience. He knows that together we can succeed. (Mustang participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

TIM LYON (Incumbent) Tim Lyon has over 40 years of local government experience specializing in Risk Management, a Master's Degree, and is an accredited City Manager. For the past 26 years, he has served the City of Midwest City in various management functions. He has served on the OMAG Board for two terms. (Midwest City participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

PAM POLK (Incumbent) Pam Polk is the city manager of Durant. She holds bachelor's and master's degrees. Pam is a credentialed manager through ICMA. She was awarded the Gerald Wilkins Award for Oklahoma City Manager of the Year 2017 and OML Woman of the Year 2022. Pam also serves on the OML BOD. (Durant participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

BRADY MOORE Named Stillwater City Manager in December 2024 after serving two terms as Interim City Manager. Brady Moore served roles of Chief Innovation Officer, Economic Development Director, Assistant and Deputy City Manager. Project leadership includes: \$14.5M downtown City park, alternative work schedule, Rails-to-Trails conversion, and \$3B Google data center campus. (Stillwater participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

CODY ROE Currently serving as City Manager for the City of McLoud, Cody has over 16 years in Municipal Government where he has served as the Parks Director, Emergency Manager, Operations Director, Public Works Director, and Assistant City Manager. Cody is actively involved in Pottawatomie County and serves on the COEDD Board. (McLoud participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

MICHAEL SHANNON Michael Shannon serves as City Manager of Guymon, overseeing municipal operations, infrastructure, utilities, and economic development. With decades of municipal experience, he emphasizes fiscal responsibility, collaboration and long-term planning. He led major initiatives including the Mesa Water Project and helped secure the OWRB's 2060 Water Excellence Award. (Guymon participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

CECILIA TAFT Cecilia Taft of Luther, Oklahoma, is a focused and driven public service professional. She has served as City Clerk for the City of Spencer since 2020 and previously held administrative leadership roles with Langston University and the Clark County School District. (Spencer participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

END.



City Manager, Tim Lyon

100 N. Midwest Boulevard

Midwest City, OK 73110

TLyon@midwestcityok.org

Office: 405.739.1202

www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Tim Lyon
City Manager

RE: Discussion, consideration and possible action of approving the nominations and electing Ward 3 City Council Member Raymond Melton as the Delegate to the Central Oklahoma Governments (ACOG) Board of Directors, the ACOG MPO Policy Committee, the 9-1-1 ACOG Board of Directors, and the ACOG Garber-Wellington Association Policy Committee; Pat Byrne, Vice-Mayor as the first alternate and Ward 6 City Council Member Rick Favors as the second alternate. (T. Lyon – City Manager).

Date: April 28, 2026

Currently the Delegate to the Association of Central Oklahoma Governments (ACOG) Board of Directors, the ACOG MPO Policy Committee, the 9-1-1 ACOG Board of Directors, and the ACOG Garber-Wellington Association Policy Committee is former Mayor Matt Dukes with Vice-Mayor Pat Byrne as the first alternate and Ward 6 City Council Member Rick Favors as the second alternate.

With Mayor Dukes leaving office, and these memberships expiring at the end of April, 2026, new appointments to ACOG are required. Ward 3 City Council Member, Raymond Melton has expressed an interest in serving as the City's delegate. Both Mr. Byrne and Mr. Favors have agreed to continue to serve as the first and second alternates, respectively.

Included with this agenda item are the blank designation form, the 2022 designation form from ACOG (which has not changed, since 2022) and the list of dates of meetings.

Approval is at the discretion of the City Council.

Respectfully submitted,

Donald D. Maisch
City Attorney

DESIGNATION FORM

Pursuant to the provisions of the Agreement creating the Association of Central Oklahoma Governments (ACOG), under authority of the Interlocal Cooperation Act, this form serves as notice to ACOG that the Board of Trustees/City Council/Board of County Commissioners has duly selected its voting delegate and alternate(s) to serve as its representative to one or more of the following Boards and/or Committees:

☒ ACOG Board of Directors (BOD)

☒ 9-1-1 ACOG Board of Directors (BOD)

☒ ACOG MPO Policy Committee (PC)

☒ Garber-Wellington Association
Policy Committee (GWPC)

The following designated voting delegate, and in his/her absence, either of the listed alternates, shall have all the voting privileges and rights as established in the Agreement Creating ACOG. Let this form further witness that both the regular voting delegate and the alternates are elected official(s) of the governing body of: City of Midwest City

Designated Delegate:

Name: Matt Dukes Email Address: mayor@midwestcityok.org

Office Title: Mayor Employment/Profession: Retired

Phone # 4057391209 Cell # 4057403093

Mailing Address: 9712 Railroad, Midwest City, OK 73130

Alternate:

Name: Pat Byrne Email Address: ward2@midwestcityok.org

Office Title: Vice-Mayor Employment/Profession: Retired

Phone # 4057391204 Cell # 4059901056

Mailing Address: 1202 Three Oaks Circle, Midwest City, OK 73130

Alternate:

Name: Rick Favors Email Address: ward6@midwestcityok.org

Office Title: Councilmember Employment/Profession: Retired

Phone # 4057391204 Cell # 4056401031

Mailing Address: 13131 Shumard Oak Dr., Midwest City, OK 73020

SIGNATURE:  DATE: 04-27-2022

PRINT NAME: Matthew D. Dukes II

TITLE: ☒ Mayor ☐ Chairman - County Commissioners ☐ City Clerk ☐ County Clerk

Please return this signed form to bgarner@acogok.org, or mail to:

Association of Central Oklahoma Governments
4205 N. Lincoln Blvd.
Oklahoma City, OK 73105

acog

DESIGNATION FORM

Pursuant to the provisions of the Agreement creating the Association of Central Oklahoma Governments (ACOG), under authority of the Interlocal Cooperation Act, this form serves as notice to ACOG that the Board of Trustees/City Council/Board of County Commissioners has duly selected its voting delegate and alternate(s) to serve as its representative to one or more of the following Boards and/or Committees:

☐ ACOG Board of Directors (BOD)

☐ 911 ACOG Board of Directors (BOD)

☐ ACOG MPO Policy Committee (PC)

☐ Garber-Wellington Association
Policy Committee (GWAPC)

The following designated voting delegate, and in his/her absence, either of the listed alternates, shall have all the voting privileges and rights as established in the Agreement creating ACOG. Let this form further witness that both the regular voting delegate and the alternates are elected official(s) of the governing body of: _____

Designated Delegate:

Name: _____ Email Address: _____

Office Title: _____ Employment/Profession: _____

Phone # _____ Cell # _____

Mailing Address: _____

Alternate:

Name: _____ Email Address: _____

Office Title: _____ Employment/Profession: _____

Phone # _____ Cell # _____

Mailing Address: _____

Alternate:

Name: _____ Email Address: _____

Office Title: _____ Employment/Profession: _____

Phone # _____ Cell # _____

Mailing Address: _____

SIGNATURE: _____ DATE: _____

PRINT NAME: _____

TITLE: ☐ Mayor ☐ Chairman - County Commissioners ☐ City Clerk ☐ County Clerk

Please return this signed form to bgarner@acogok.org, or mail to:

Association of Central Oklahoma Governments
4205 N. Lincoln Blvd.
Oklahoma City, OK 73105

acog

2026 Regular Meetings Calendar

Meetings are held on Thursday:

911 ACOG Board of Directors (1:00 p.m.)

ACOG MPO Policy Committee (1:20 p.m.)

ACOG Board of Directors (1:45 p.m.)

Garber-Wellington Association Policy Committee (2:30 p.m.)

911 ACOG Board of Directors (BOD),
ACOG MPO Policy Committee (PC),
and ACOG Board of Directors (BOD):

- January 22, 2026
- February 26, 2026
- March 26, 2026
- April 30, 2026
- May 28, 2026
- June 25, 2026
- NO JULY MEETING
- August 27, 2026
- September 24, 2026
- October 29, 2026
- November 19, 2026
- December 17, 2026

Garber-Wellington Association Policy
Committee (GWAPC):

- February 26, 2026
- April 30, 2026
- June 25, 2026
- August 27, 2026
- October 29, 2026
- December 17, 2026

TO : Honorable Mayor and Council

FROM : Randall Fryar Chief Building Official

DATE : April 28, 2026

SUBJECT : Discussion, consideration, and possible action of rejecting the bid for replacement of Air Handler Units 1&2 at the Community Center.

The Notice to Bid was published in the Journal Record on February 17th and 24th, with a pre-bid walk-through of the project occurring on February 24th. These dates coincided with the publication for the Air Handler and Boiler change-out at City Hall. The bid opening for this project was held on March 10, 2026.

While we received multiple bids for the projects at City Hall, only one bid was submitted for the Air Handler Replacement at the Community Center. After the bid opening, I spoke with one of the contractors, and he mentioned that the scope of the project and certain unspecified variables made it challenging for them to provide accurate bids. I also contacted the engineer we hired to design the project and oversee the installation, and he shared that several contractors had expressed similar concerns before the bid opening.

In response to these issues, the engineer has written an addendum to address the contractors' concerns. Staff recommends rejecting the single bid we received for the project and rebidding it to attract a more competitive range of offers.



Randall Fryar
Chief Building Official



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: April 28, 2026

Subject: Discussion, consideration, and possible action of making a matter of record Permit No. SL000055251000 from the Oklahoma Department of Environmental Quality for the construction of the Scooter's Coffee Sewer Line Extension project, Midwest City, Oklahoma.

Attached is Permit No. SL000055251000 for the construction of 2068 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the Scooter's Coffee, SE 15th St and Douglas Blvd, Midwest City, Oklahoma County, Oklahoma.

This item serves to make Permit No. SL000055251000 a matter of permanent record.

Respectfully,

R. Paul Streets
Public Works Director

Attachment



March 24, 2026

Tim Lyon, City Manager
City of Midwest City
100 N. Midwest Blvd
Midwest City, Oklahoma 73110

Re: Permit No. SL000055251000
Scooter's Coffee, SE 15th St and Douglas Blvd
Facility No. S-20541

Dear Mr. Lyon:

Enclosed is Permit No. SL000055251000 for the construction of 268 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the Scooter's Coffee, SE 15th St and Douglas Blvd, 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 March 24, 2026. 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

PERMIT TO CONSTRUCT

March 24, 2026

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct 268 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the Scooter's Coffee, SE 15th St and Douglas Blvd, located in NE 1/4 of Section 11, T-11-N, R-2-W, Oklahoma County, Oklahoma, in accordance with the plans approved March 24, 2026.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the Oklahoma Administrative Code ("OAC") 252:606 rules and to comply with Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

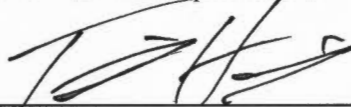
This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible for ensuring that the project receives supervision and inspection by competent and qualified personnel.
- 2) 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.
- 3) 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.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3).
- 5) That tests will be conducted as necessary to ensure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality ("DEQ") shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 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 any notations or changes recorded on the official set of plans and specifications in DEQ files shall be part of the plans as approved.

PERMIT No. SL000055251000
FACILITY No. S-20541

- 10) 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.
- 11) 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.
- 12) 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. 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 (NOI) form, Notice of Termination (NOT) 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.
- 13) That all manholes shall be constructed in accordance with the standards established in OAC 252:656-5-3.
- 14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with OAC 252:656-5-4(c)(3).

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
Construction Permit Section
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 Mayor and Council

From: R. Paul Streets, Public Works Director

Date: April 28, 2026

Subject: Discussion, consideration, and possible action of approving Change Order #1 for \$223,511.68 with Oklahoma Department of Transportation for STP-255N(644)AG, State Job Number 36376(04), SE 29th Street Bridge and Approaches over Kuhlman and Crutcho Creeks.

The attached change order is for the SE 29th Street Bridge and Approaches over Kuhlman and Crutcho Creeks project, which is substantially complete. This change order is necessary to address issues identified during construction. Change Order #1 adds or increases the quantity of multiple items related to the extension of milling and overlay to improve the condition of the surrounding roadway, implements a correction to the plan quantity involving the bridge sidewalk concrete and the addition of steel plates in order to make portions of the sidewalk and trail ADA-compliant, and includes additional time not originally credited, mainly caused by weather.

Change Order #1 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 \$3,117,350.00, and the cumulative increase in the original contract amount as a result of this change order is \$223,511.68, which complies with this provision of state law.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

Oklahoma Department of Transportation
Change Order

Contract ID	240188	Primary County	OKLAHOMA	Primary PCN	36376(04)
Change Order Nbr	001	Project	STP-255N(644)AG		
Contract Description	BRIDGE AND APPROACHES CITY STREET (SE 29TH STREET): OVER KUHLMAN CREEK AND CRUTCHO CREEK, 0.2 MILES AND 0.4 MILES WEST OF I-40 IN MIDWEST CITY. PROJECT LENGTH = 0.719 MILES				
Change Order Type	CHANGE ORDER				
Zero Dollar Change Order	NO			Status	Pending

General Change Order Description(s): The change order adds or increases the quantity of multiple items related to the extension of milling and overlay to improve the condition of the surrounding roadway. This change also implements a correction to the plan quantity involving the bridge sidewalk concrete and the addition of steel plates in order to make portions of the sidewalk and trail ADA-compliant. Additionally, this change includes additional time not originally credited, mainly caused by weather, and includes Bridge Deck Smoothness adjustment per Special Provision 430-2QA(a-j)19. This change order compensates the Contractor for all time and money for the work as described herein.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
36376(04)	0130	0100	411(C)1420	TON	\$208.50	202.00	202.00	628.50	830.50	
Item Description: SUPERPAVE, TYPE S4(PG 70-28 OK)									This Change:	\$131,042.25
Supplemental Description 1:									Prev Revised:	\$42,117.00
Supplemental Description 2:									New Revised:	\$173,159.25
									Bid Contract:	\$42,117.00
									Net Change:	\$131,042.25
									PCT Change:	311.13 %
Explanations: This item's quantity is being increased due to an agreement between ODOT and Midwest City to extend the top lift of asphalt further from the original plan to provide a smoother, longer-lasting, and better pavement on 29th Street. A major item unit price adjustment was granted and has been applied on LI #8002 in accordance with 2019 Spec.104.04.										
36376(04)	0190	0100	619(B)6364	SY	\$20.30	157.00	157.00	41.22	198.22	
Item Description: REMOVAL OF ASPHALT PAVEMENT									This Change:	\$836.76
Supplemental Description 1:									Prev Revised:	\$3,187.10
Supplemental Description 2:									New Revised:	\$4,023.86
									Bid Contract:	\$3,187.10
									Net Change:	\$836.76
									PCT Change:	26.25 %
Explanations: This item's quantity is being increased due to slightly more removal needed than expected during the installation of sidewalk.										
36376(04)	0200	0100	619(B)6376	SY	\$20.90	2,186.00	2,186.00	60.61	2,246.61	
Item Description: REMOVAL OF CONC.PAV.W/ASPH.OVERLAY									This Change:	\$1,266.74
Supplemental Description 1:									Prev Revised:	\$45,687.40
Supplemental Description 2:									New Revised:	\$46,954.14
									Bid Contract:	\$45,687.40
									Net Change:	\$1,266.74
									PCT Change:	2.77 %
Explanations: This item's quantity is being increased due to slightly more removal needed than expected during the reconstruction of bridge approaches.										
36376(04)	0320	0200	509(A)0210	CY	\$1,011.00	277.40	277.40	25.90	303.30	
Item Description: CLASS AA CONCRETE									This Change:	\$26,184.90
Supplemental Description 1:									Prev Revised:	\$280,451.40
Supplemental Description 2:									New Revised:	\$306,636.30
									Bid Contract:	\$280,451.40
									Net Change:	\$26,184.90
									PCT Change:	9.33 %
Explanations: This item's quantity is being increased due to a plan error not accounting for the additional AA concrete for the Phase 3 sidewalk construction. This item remains pay plan quantity.										
36376(04)	0600	0201	619(B)6400	LF	\$15.60	51.00	51.00	27.00	78.00	
Item Description: REMOVAL OF CURB									This Change:	\$421.20

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
---------	---------	------	-----------	------	------------	---------	------------------	-------------	-----------------	------------------

Supplemental Description 1:
Supplemental Description 2:

Prev Revised: \$795.60
New Revised: \$1,216.80
Bid Contract: \$795.60
Net Change: \$421.20
PCT Change: 52.94 %

Explanations: This item's quantity is being increased due to slightly more removal needed than expected during the construction of sidewalk and repair of Bridge B.

36376(04) 8000 0100 412 3100 SY \$9.69 0.00 0.00 6,295.00 6,295.00

Item Description: COLD MILLING PAVEMENT
Supplemental Description 1:
Supplemental Description 2:

This Change: \$61,048.21
Prev Revised: \$0.00
New Revised: \$61,048.21
Bid Contract: \$0.00
Net Change: \$61,048.21
PCT Change: 100.00 %

Explanations: This item is being added due to an agreement between ODOT and Midwest City to extend the top lift of asphalt further from the original plan to provide a smoother, longer-lasting, and better pavement on 29th Street. This required cold milling beyond the original bounds of the project's asphalt removal.

36376(04) 8001 0100 104 3220 LS \$6,636.60 0.00 0.00 1.00 1.00

Item Description: CONSTRUCTION MISCELLANEOUS
Supplemental Description 1: Steel plates used for ADA compliance
Supplemental Description 2:

This Change: \$6,636.60
Prev Revised: \$0.00
New Revised: \$6,636.60
Bid Contract: \$0.00
Net Change: \$6,636.60
PCT Change: 100.00 %

Explanations: This item is being added to ensure the location where the sidewalk crosses the expansion joint in the bridge is ADA compliant. This item also includes an ADA-compliant steel plate crossing a large fiber conduit that was in the grade of the trail underneath the bridge. This item includes all costs of materials, manufacturing, and labor for installation.

36376(04) 8002 0100 411(C)1420 TON \$-6.25 0.00 0.00 578.00 578.00

Item Description: SUPERPAVE, TYPE S4(PG 70-28 OK)
Supplemental Description 1: LI 0130 Major Item Unit Price Adjustment
Supplemental Description 2:

This Change: \$-3,612.50
Prev Revised: \$0.00
New Revised: \$-3,612.50
Bid Contract: \$0.00
Net Change: \$-3,612.50
PCT Change: 100.00 %

Explanations: This item is being added to adjust the unit price of Line Item #0130 for quantity in excess of 125% of the original contract item quantity in accordance with 2019 Spec. 104.04. The Contractor has agreed to a 3% reduction in the tons over 125% of the original contract item quantity (252.50 tons).

36376(04) 8003 0200 430 2100 LS \$-312.50 0.00 0.00 1.00 1.00

Item Description: PAVEMENT/BRIDGE SMOOTHNESS ADJUSTMENT
Supplemental Description 1:
Supplemental Description 2:

This Change: \$-312.50
Prev Revised: \$0.00
New Revised: \$-312.50
Bid Contract: \$0.00
Net Change: \$-312.50
PCT Change: 100.00 %

Explanations: The item has been established to administer the bridge smoothness adjustment as included in the contract via Special Provision 430-2QA(a-j)19.

TOTAL VALUE FOR CHANGE ORDER 001 : \$223,511.68

Contract Time Adjustments

Adjusted No. of Days: 20.00

Explanation:

Twenty total days beginning with: 2 Jan to 5 Jan 2025 for continued winter suspension for four (4) days, 19 Jan and 16 Feb 2025 for cold temps for two (2) days, and the following six (6) days for adverse weather conditions not originally credited: 9 Mar, 6 Apr, 21 Apr, 27 Apr, 18 May, and 12 July. This change order also adds one (1) day for an additional traffic change for Phase 3 (bridge sidewalk) not accounted for in the plans: 20 Aug 2025 and two (2) days for additional milling and asphalt work: 2 Sep to 3 Sep. Also added five (5) days for delays related to delays in

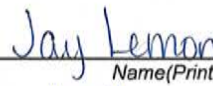
Contract Time Adjustments

approval of the Phase 1 launch approvals: 1 Mar to 5. This will increase the contract time from 240 days to 260 days.

Contract ID	240188	Primary County	OKLAHOMA	Primary PCN	36376(04)
Change Order Nbr	001	Project	STP-255N(644)AG		

Prime Contractor's Section

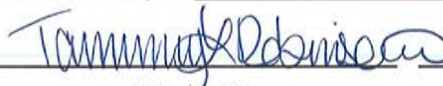
As the duly authorized representative of Haskell Lemon Group, LLC, contractor for the above referenced project, I affirm that I have reviewed the above and foregoing prices, quantities and days for the changed or additional work, and I agree that the quantities and prices as are herein listed and the 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) Company Title

Subscribed and sworn before me this 14th day of April year of 2026

My commission expires 4-12-2028


24004953
 Notary Public Commission Number

**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:

Residency Administration(R)
 Field Division Administration(R)
 Construction Administration(R)
 Central Office Administration(R)

Department Personnel
 Brooks, Jonathan
 Mitchell, Matthew J.
 Leonard, John B.
 Davis, Shawn

Approval Date

P.E. Seal



Contract ID	240188	Primary County	OKLAHOMA	Primary PCN	36376(04)
Change Order Nbr	001	Project	STP-255N(644)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



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: April 28, 2026

Subject: Discussion, consideration, and possible action of approving the FY 2025/2026 General Mutual Cooperation Agreement between the City of Midwest City and the Board of County Commissioners of Oklahoma County.

The FY 2025/2026 General Mutual Cooperation Agreement is an annual agreement between the City of Midwest City and the Board of County Commissioners of Oklahoma County. The agreement allows Oklahoma County to work within the corporate limits of Midwest City and allows the City to request Oklahoma County to do work within the corporate limits. This work often involves road work, such as repaving Jim White Drive, which was a project that Oklahoma County completed at the City's request in 2023, at a reduced cost.

Action is at the discretion of the City Council.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

County Request No. 232

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 04/23/2025 Department: District 1

State the nature of the legal request: _____

Please review the legality for the following General Mutual Cooperation Agreement.

Midwest City

RECEIVED

APR 23 2025

**CIVIL DIVISION
DISTRICT ATTORNEY**

County Officer or Department Director

Reply of District Attorney's Office: _____

Reviewed

Date of Reply: 4/23/25

[Signature]
Assistant District Attorney

GENERAL MUTUAL COOPERATION AGREEMENT

CITY OF MIDWEST CITY

&

THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

THIS GENERAL MUTUAL COOPERATION AGREEMENT (the "Agreement") is entered into effective July 1, 2025, between the **CITY OF MIDWEST CITY**, a municipal corporation organized and existing under the laws of the State of Oklahoma (the "Municipality"), and the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**, a political subdivision organized and existing under the laws of the State of Oklahoma (the "County").

RECITALS:

WHEREAS, 69 O.S. § 601A, authorizes the County to use any funds which are in the county highway fund to construct and maintain as county highways those roads which best serve the most people of the county; and

WHEREAS, 69 O.S. § 603 provides that the County may contract for grading, draining, or hard-surfacing any street within any municipality where such street is a continuation of or a connecting link in the State or County Highway System; and

WHEREAS, 69 O.S. § 1903B authorizes the County to enter into an agreement with a municipality or any two or more counties or municipalities to construct, improve, repair or maintain any of the roads, streets or highways of the other parties to the contract; and

WHEREAS, County Resolution No. 118-08 has set out procedures for tinhorn acquisition if the requested tinhorn location(s) is/are within the corporate limits of a municipality, and a legal agreement with the municipal entity to install the tinhorn and collect the fees must be approved; and,

WHEREAS, the County and the Municipality find that it is to the mutual benefit of the citizens of both the Municipality and the County to enter into an agreement for mutual cooperation for maintenance, construction, and repair of certain streets within the limits of the Municipality and the responsibility of the Municipality, and the installation of tinhorns within the limits of the Municipality.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The County may, at their discretion, perform work to construct, improve, or repair certain roadways within the incorporated limits of the Municipality.
2. The Municipality's governing body must submit specific written requests to the County, identifying the particular streets or portions of streets, along with an appropriate title for each

2025.

City Attorney

COUNTY

APPROVED by the County this 30th day of April,

2025.

**BOARD OF COUNTY COMMISSIONERS
OF OKLAHOMA COUNTY, OKLAHOMA**

By [Signature]
Chairman

ATTEST:

Maressa Gneat

County Clerk



By [Signature]
Member

By [Signature]
Member

APPROVED as to form and legality this 23 day of April, 2025.

[Signature]
Assistant District 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: April 28, 2026

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.

- 09-09-26, 1997 Cement Mixer
- 09-10-16, 2002 Generator Trailer With Lights, Serial # 5BSAU12242C008406
- 09-07-121, 2024 Stihl Weedeater FS90R, Serial # 543734606
- 09-07-40, 2016 Stihl Edger FC90, Serial # 505127293
- 09-12-17, 1985 Alamo Flail Mower, Serial # 9058-0
- 09-07-74, 2022 Stihl Weedeater FS91R, Serial # 526803307
- 09-09-36, Pro Lawn Shielded Sprayer, Serial # 2415
- 09-09-21, Pro Lawn Shielded Sprayer, Serial # 2416
- Hygrade BT56 S5837 Halide Lamp Bulbs, Qty=8

Action is at the discretion of the Council.

Respectfully,

R. Paul Streets
Public Works Director



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

TO: Honorable Mayor and Council

FROM: Vaughn K. Sullivan, Assistant City Manager

DATE: April 28, 2026

SUBJECT: Discussion, consideration, and possible action declaring a Blodgett/Zephaire Commercial Oven, Serial #327P474, as surplus and authorizing disposal by public auction, sealed bid or other means as necessary.

The following item will be removed during the Senior Center renovations and have no other useful applications within the city.

Blodgett/Zephaire Commercial Oven
Serial # 327P474

This agenda item will declare the items as surplus and authorize disposal by public auction, sealed bid or other means as necessary.

Vaughn K. Sullivan, Assistant City Manager



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

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: April 28, 2026

SUBJECT: Discussion, consideration, and possible action declaring (31) binders, (53) Receipt Paper Rolls, and (1) 58x LaserJet Black Cartridge as surplus and authorizing disposal by public auction, sealed bid or other means as necessary.

There are no other uses in the city for these items. This agenda item will declare the items as surplus.

- (31) Binders
- (53) Receipt Paper Rolls
- (1) 58x LaserJet Black cartridge

Sara Hancock
Sara Hancock, City Clerk

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Allen Stephenson, Information Technology Director

DATE: April 28, 2026

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

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

CPU

Inventory #	Manufacturer	Serial Number
	Dell PowerEdge 730XD	GNRCFTJ-1934F1075A
	Dell PowerEdge 740XD	CQK2282
2055	Dell Latitude 5414	5Q9LG92

MISCELLANEOUS

Quantity	Hardware Type	Serial Number
1	Cannon ImageFormula DR-M140	FT304779
1	Epson TM-H6000IV Receipt Printer	F69F128423
1	Sonicwall SOHO 250	2CB8ED63C624
1	Sonicwall SOHO 250	2CB8ED63D74C
1	Sonicwall SOHO 250	2CB8ED63C660
1	Sonicwall SOHO 250	2CB8ED63D764
1	PowerVault	CQKZ282
1	Sonicwall SOHO 250	2CB8ED63C630
1	Sonicwall SOHO 250	2CB8ED63C4E0
1	Sonicwall SOHO 250	2CB8ED63C4BC
1	Sonicwall SOHO 250	2CB8ED63C5E8

MEMO

To: Honorable Mayor and City Council

From: Doug Beabout, Fire Chief

Date: April 28, 2026

Subject: Discussion, consideration, and possible action of declaring various rescue tools as surplus and authorizing disposal by public auction, sealed bid or other means as necessary. (Fire Chief - D. Beabout)

The fire department has various rescue tools that are now obsolete to our operations. All items are still in good working condition and can provide useful service to an organization that would like to incorporate their use.

(2) 30" 8 lb Badaxx fire tool that combines a striking surface with a adze for forcible entry. Can marry with a halligan bar and has shutoff slots for water and gas meters.

Telecrib Rescue 42 Struts:

-Four (4) 45" collapsed length telescoping jacking struts with 18,000 lb working load. (1 jack does not have the strut)

-Four (4) 29" short struts (non-lifting) with 10,000 lb working load.

-Accessory bag with ratchet straps, spare base pins, yellow pins, A-Frame head, screw jack head and hook cluster. All items in good working condition.

Staff recommends approval.



Doug Beabout
Fire Chief







DISCUSSION ITEMS





City Attorney, Donald D. Maisch

100 N. Midwest Boulevard

Midwest City, OK 73110

DMaisch@midwestcityok.org

Office: 405.739.1203

www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Don Maisch
City Attorney

RE: Discussion, consideration and possible action of approving a City Ordinance amending Chapter 2, Administration; Article II, City Council; Sections 2-11, Time of regular meetings of council and 2-12, Place of council meetings; and providing for repealer and severability. (D. Maisch – City Attorney).

Date: April 28, 2026

The proposed change to Chapter 2, Administration; Article II, City Council; Section 2-11, Time of regular meetings of council, would move the start of City Council Meetings from 6:00 pm to 3:00 pm, would remove the requirement to have two (2) regular meetings in the month of June and move June to one regular meeting for the month on the fourth Tuesday of the month. If it is deemed necessary, Special Meetings may be scheduled.

Additionally, the changes in Section 2-12, Place of council meetings would allow for regular meetings of the City Council to be held in a location different than the City Hall Council Chambers if adopted by Resolution by the City Council.

Adoption is at the discretion of the City Council.

Respectfully submitted,

Donald D. Maisch, City Attorney

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

Section 2-11. Time of regular meetings of council.

- (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, June, 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.~~

Section 2. That the Midwest City Municipal Code, Chapter 2, Administration; Article II, City Council; Section 2-12, Place of council meetings; is hereby amended to read as follows:

Section 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

4
5 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
6 Oklahoma, this _____ day of _____, 2026.

7
8 **THE CITY OF MIDWEST CITY, OKLAHOMA**

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11 _____
12 RICHARD R. RICE, Mayor
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14
15 ATTEST:

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18 _____
19 SARA HANCOCK, City Clerk
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21
22 Approved as to form and legality this _____ day of _____, 2026.
23

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25 _____
26 DONALD D. MAISCH, City Attorney

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

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:

All regular meetings of the council of the city shall be held at or after 3:00 p.m., and shall be held as follows:

- 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 2-12. Place of council meetings.

Section 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Page 123 of 162

1 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
2 Oklahoma, this _____ day of _____, 2026.

3
4 **THE CITY OF MIDWEST CITY, OKLAHOMA**

5
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7 _____
8 RICHARD R. RICE, Mayor
9

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11 ATTEST:

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14 _____
15 SARA HANCOCK, City Clerk
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18 Approved as to form and legality this _____ day of _____, 2026.
19

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21 _____
22 DONALD D. MAISCH, City Attorney

To: Honorable Mayor and Council

From: Matt Summers, Community Development Director

Date: April 28, 2026

Subject: (MP-31) Public hearing, discussion, consideration, and possible action to consider approval of a Minor Plat for the property located at 513 N. Westminster Road, Midwest City, Oklahoma.

Executive Summary: The Applicant is requesting approval of a minor plat to subdivide the subject property into two (2) lots.

The subject property is currently unplatted, and the proposed minor plat would create two (2) single-family residential lots on approximately 5.79 acres.

If approved, both lots will be required to comply with the development regulations outlined in the R-6, Single-Family Detached Residential District. Development of the proposed Lot 1 will be subject to formal site plan review when building permits are applied for.

Staff have conducted their standard review of the minor plat and found it to be consistent with all applicable zoning and subdivision regulations.

Both state and local notification requirements were met. Staff received two (2) phone calls regarding the nature of the application, and neither of the callers expressed an opinion in support of or opposition to this proposal.

At the Planning Commission public hearing, one (1) adjacent property owner inquired about the proposed use and ownership of the land following the recorded minor plat.

The Planning Commission unanimously recommended approval of the item.

Action is at the discretion of the Council.

Dates of Hearing:

Planning Commission- April 7, 2026

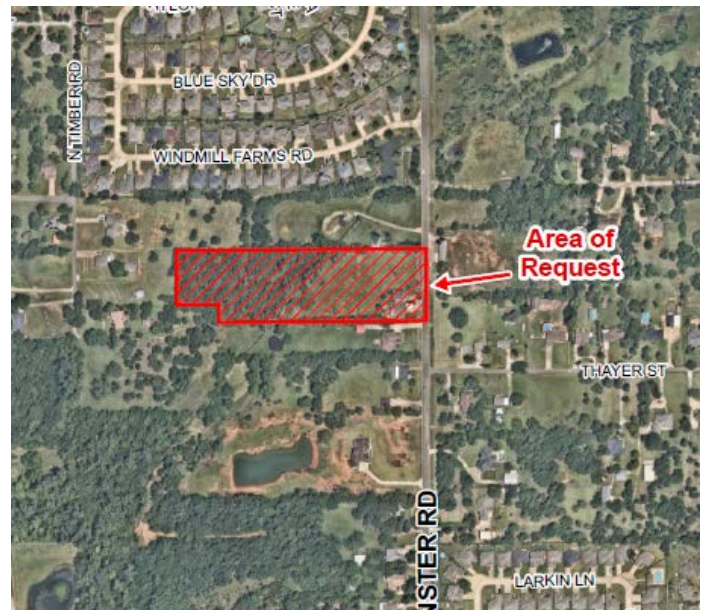
City Council- April 28, 2026

Date of Pre-Application Meeting: February 19, 2026

Date of Site Plan Review Team Meeting: March 3, 2026

Council Ward: Ward 3, Raymond Melton

Owner: Jafar Osman



Applicant: Jafar Osman

Size: Contains an area of 5.79 acres MOL

Zoning Districts:

Area of Request:	R-6
North:	R-6
South:	R-6
East:	R-6
West:	R-6

Land Use:

Area of Request:	Single-Family Residence
North:	Vacant
South:	Single-Family Residence
East:	Single-Family Residence
West:	Single-Family Residence

Municipal Code Citation:

Sec. 38-20 – Minor Plat

Sec. 38-20.1. Purpose.

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

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

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

Sec. 38-20.2. Applicability.

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

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

Sec. 38-20.5. Review and approval process.

- (a) Review action and approval action—Same as final plat. The review and approval processes for a minor plat shall be the same as the review and approval processes for a final plat per section 38-19.
- (b) Minor plat review criteria. The following criteria shall be used to determine whether the application for a minor plat shall be approved, approved with conditions, or denied:

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

History:

1. The property was zoned R-6 with the adoption of the 2010 Zoning Map.

Next Steps:

If Council approves this minor plat, the applicant must file the plat with all required signatures with Oklahoma County and provide the City with digital a copy of the filed plat. Once the City receives a filed copy of the minor plat, permits for new construction may be applied for.

Staff Comments-

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

Engineering Staff Comments:

Water Supply and Distribution

There is a public water main bordering the proposed parcels, a twelve (12) inch line runs along the east side of North Westminster Road. Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

There's a public sewer main bisecting the proposed area of request. A twelve (12) inch line extends along and cuts through the west side of the proposed plat. Any new building permit will require tying into the public sewer system as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request exists off of North Westminster Road. Public road and sidewalk improvements are not required as part of this application. Sidewalk will be required as part of any new building permit.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is shown to be in an Area of Minimal Flood Hazard on Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 18th, 2009. Public drainage and detention improvements are not required as part of this application.

Easements and Right-of-Way

Right of way is not required with this application.

Fire Marshal's Comments:

No comments at this time.

Planning Division:

Staff conducted a pre-application meeting with the applicant on February 19, 2026. A Site Plan Review Team meeting was held on March 3, 2026, and representatives from the Community Development, Engineering, and Line Maintenance departments were present.

The 5.79-acre parcel currently contains one (1) single-family residence served by City water and an on-site septic system. The Applicant proposes a minor plat to retain 1.44 acres for the existing home and sell the remaining 4.35 acres for future development.

Choctaw Creek tributary 7 bisects the subject property, and the area east of the creek is the most suitable for development. The proposed minor plat has been configured to ensure that both lots have access to City water along N. Westminster Rd and City sewer located west of the creek. Lot 2, which contains the existing home, will keep the full septic system and lateral lines on the site, as shown in the exhibit provided.

Any future development on Lot 1 will be required to connect to City water and sewer and will be subject to formal site plan review. All future developments on both lots must comply with the criteria set forth in the subdivision and R-6 zoning regulations.

The Planning Commission unanimously recommended approval of this item subject to all staff comments.

Action is at the discretion of the Council.

Action Required:

Approve or reject the Minor Plat for the property noted herein, subject to staff comments as found in the April 28, 2026, City Council agenda packet and made part of the MP-31 file.

Suggested Motion:

"To approve the Minor Plat for the property noted herein, subject to staff comments found in the April 28, 2026, City Council agenda packet and made part of the MP-31 file."

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

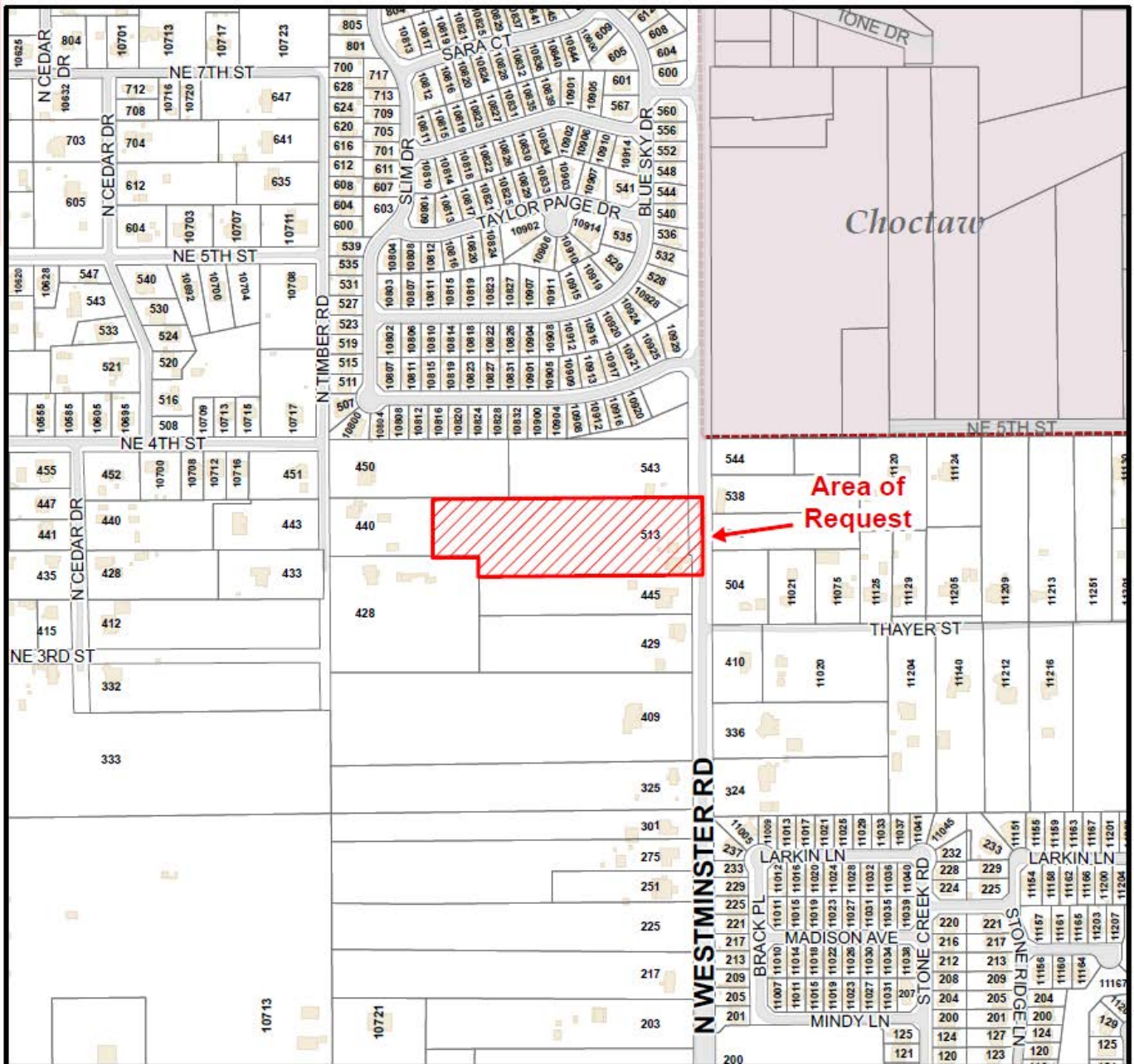
A handwritten signature in black ink, appearing to read "Matt Summers".

Matt Summers, AICP

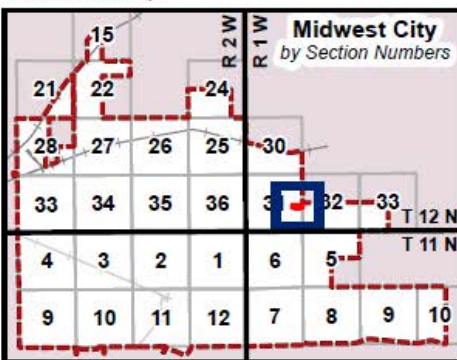
Community Development Director



GIS - Information Technology/ Planning & Zoning



Locator Map



General Map Legend

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

GENERAL MAP FOR MP-31 (SE/4, Sec. 31, T12N, R1W)

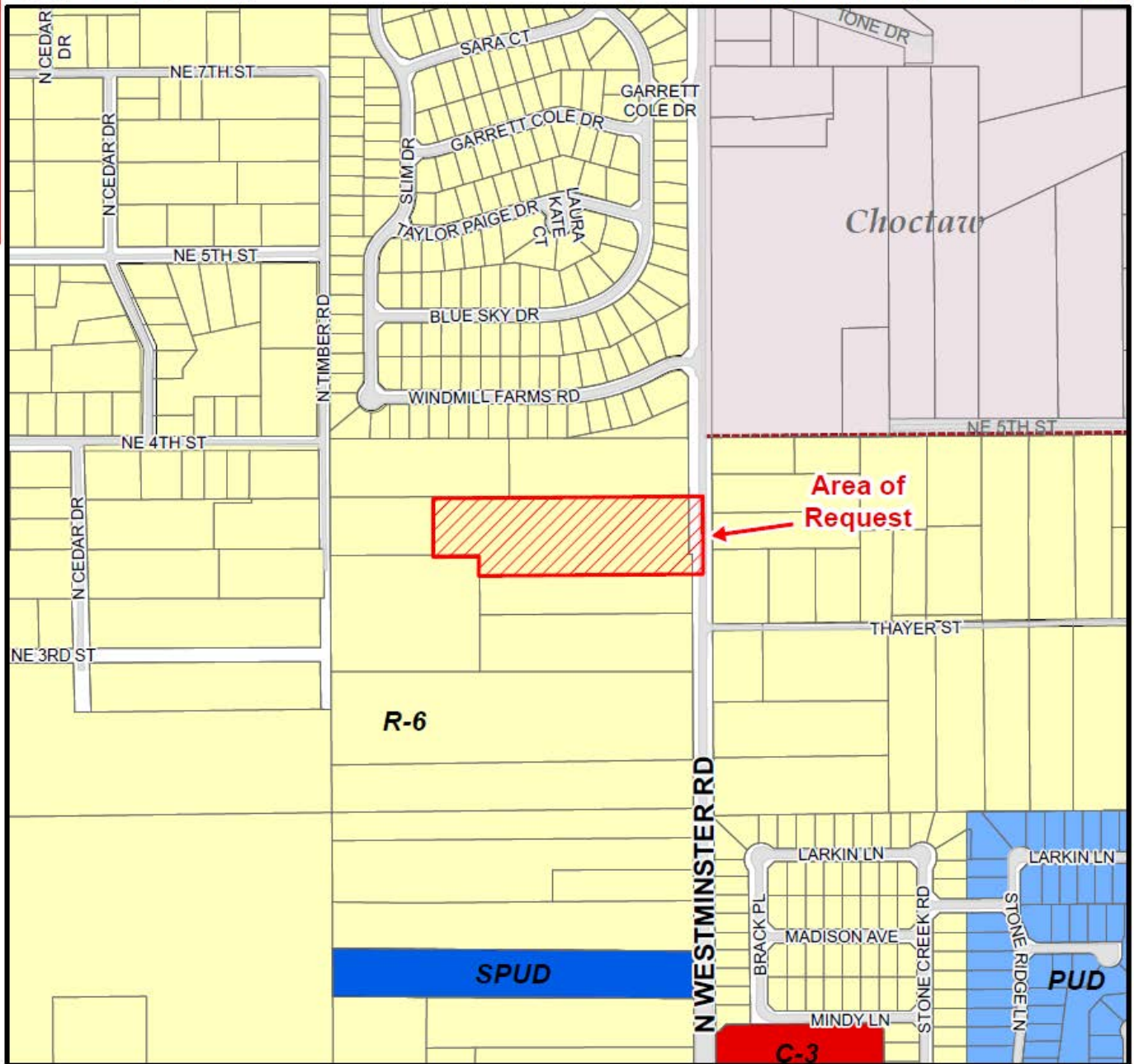
N 0 490 980 Feet
On 8.5" x 11" paper 1 inch equals 500 feet

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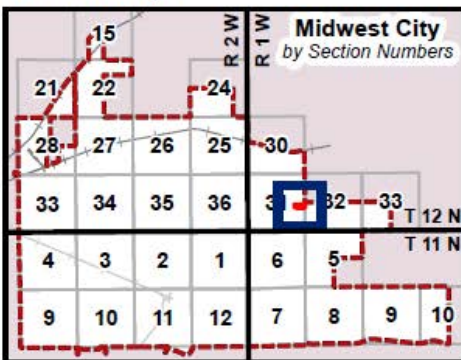
Created on March 17, 2026 using ArcPY script - MP-31



GIS - Information Technology/ Planning & Zoning



Locator Map



Current Zoning Legend

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

ZONING MAP FOR MP-31 (SE/4, Sec. 31, T12N, R1W)



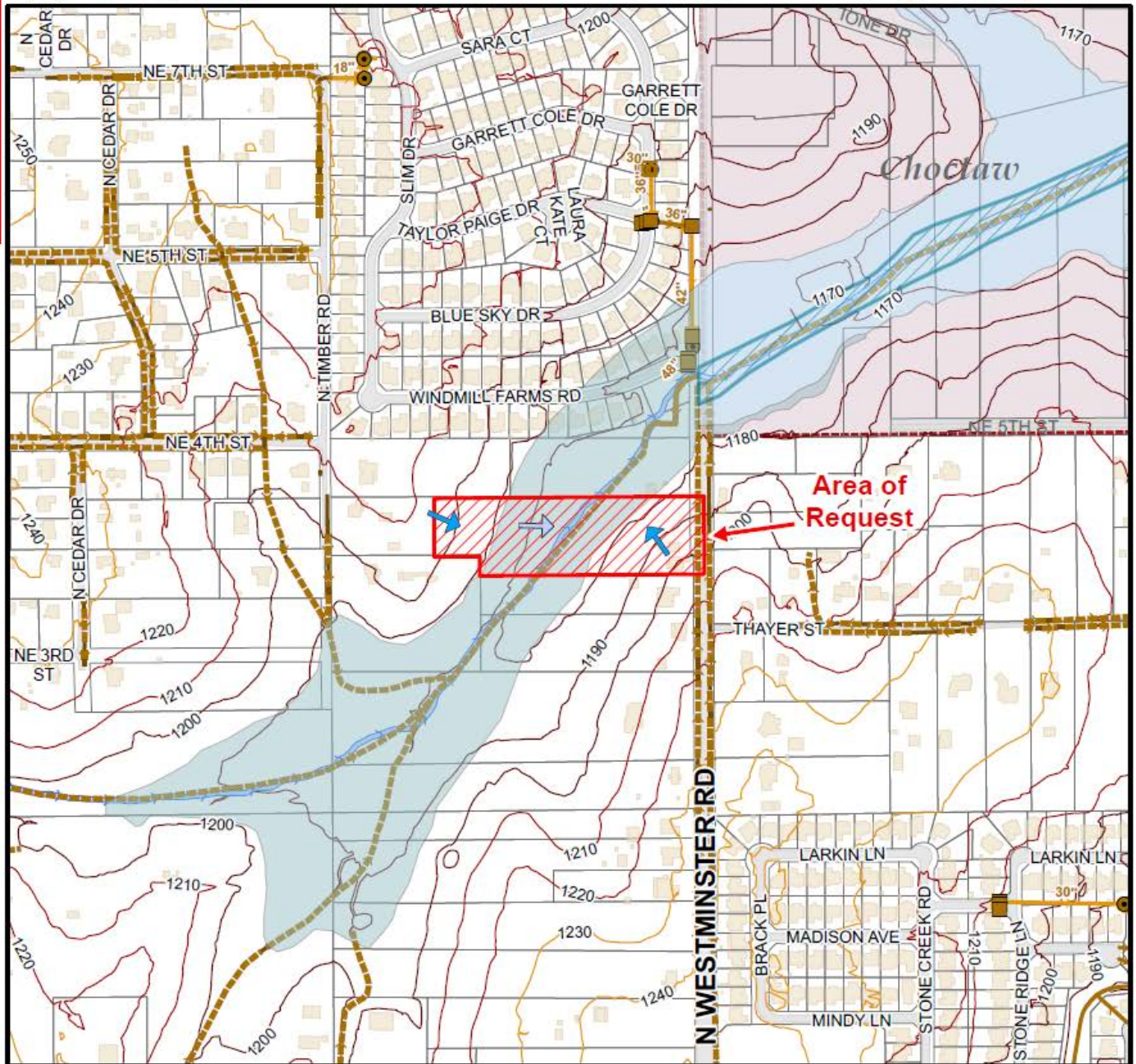
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On 8.5" x 11" paper 1 inch equals 500 feet

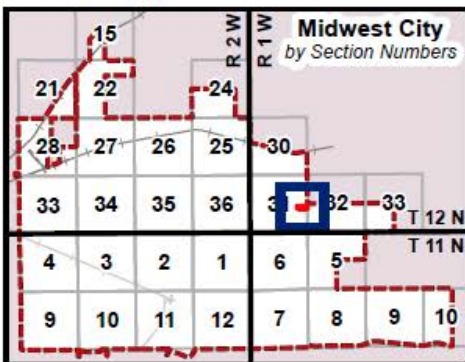
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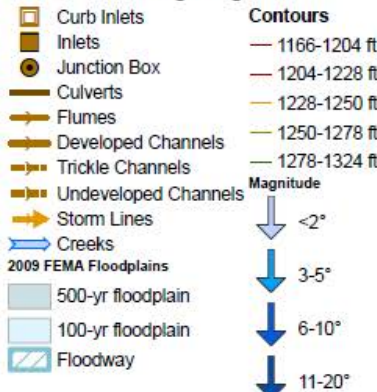
GIS - Information Technology/ Planning & Zoning



Locator Map



Drainage Legend



DRAINAGE MAP FOR MP-31 (SE/4, Sec 6, T11N, R1W)

0 490 980 Feet

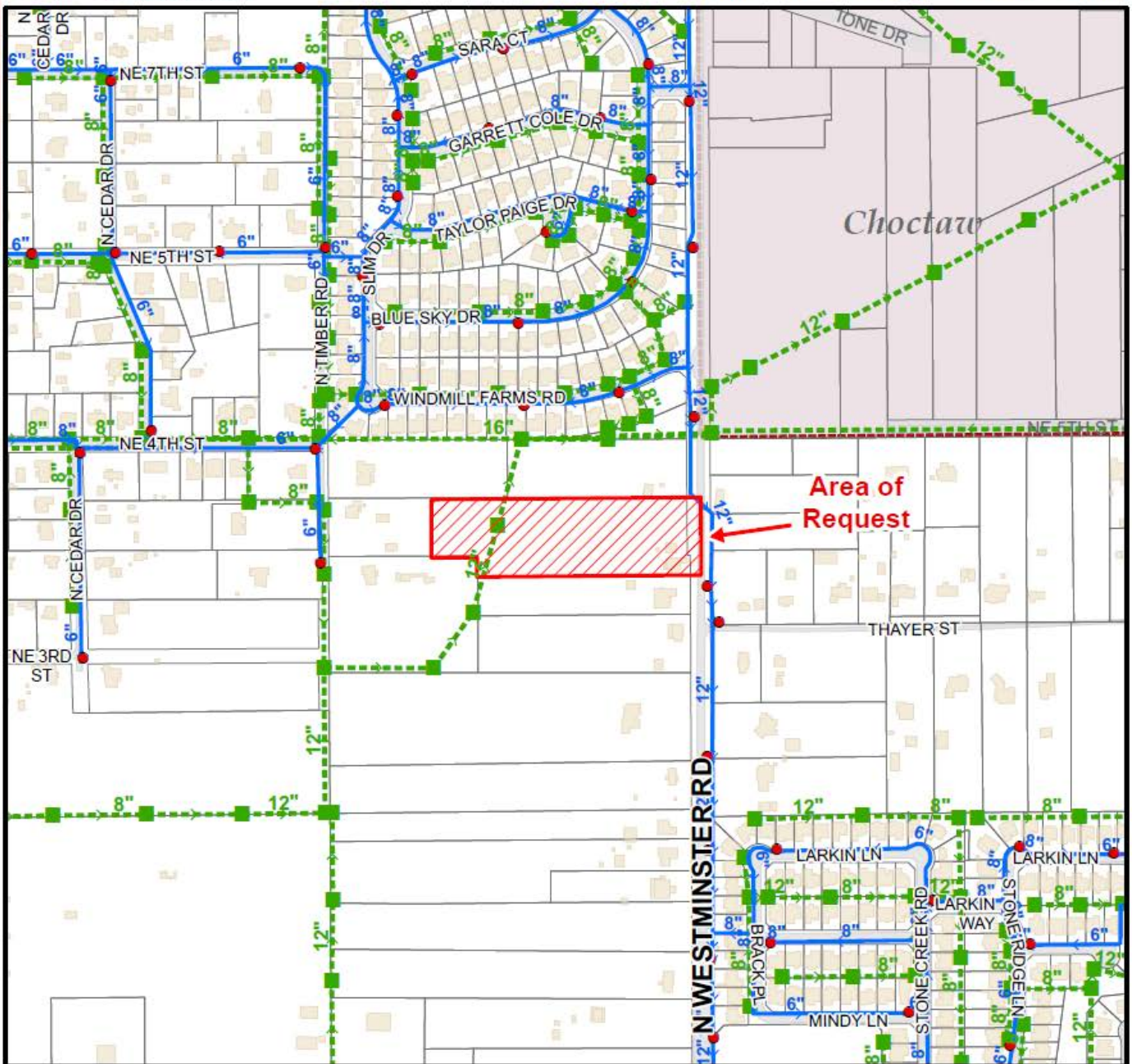


On 8.5" x 11" paper 1 inch equals 500 feet

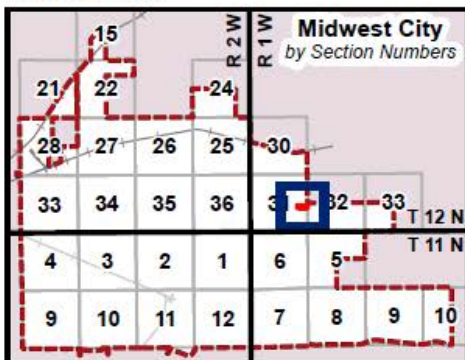
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GIS - Information Technology/ Planning & Zoning



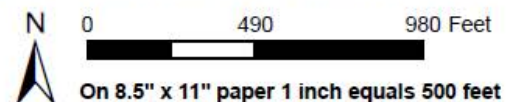
Locator Map



Water/Sewer Legend

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

WATER SEWER MAP FOR MP-31 (SE/4, Sec. 31, T12N, R1W)



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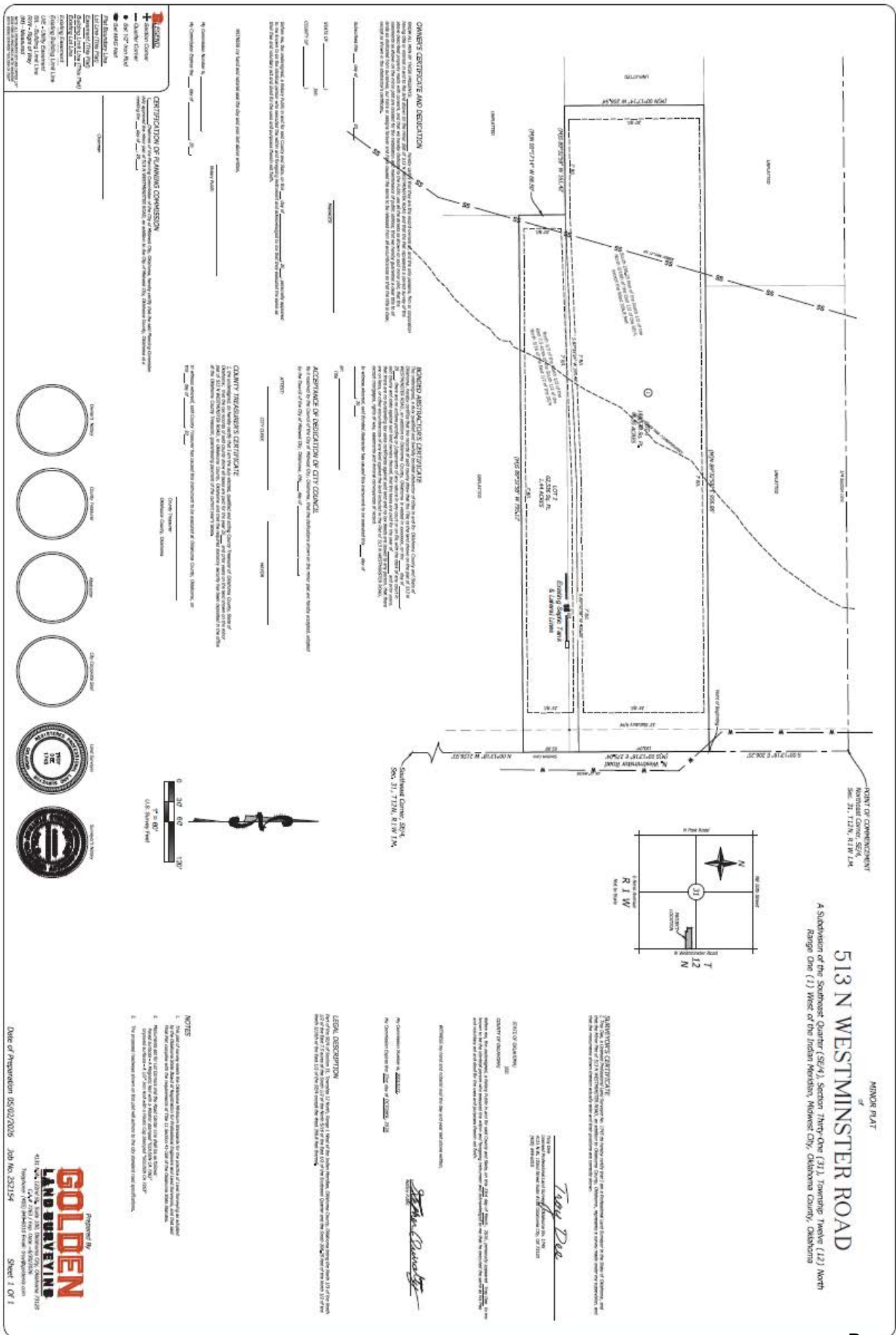
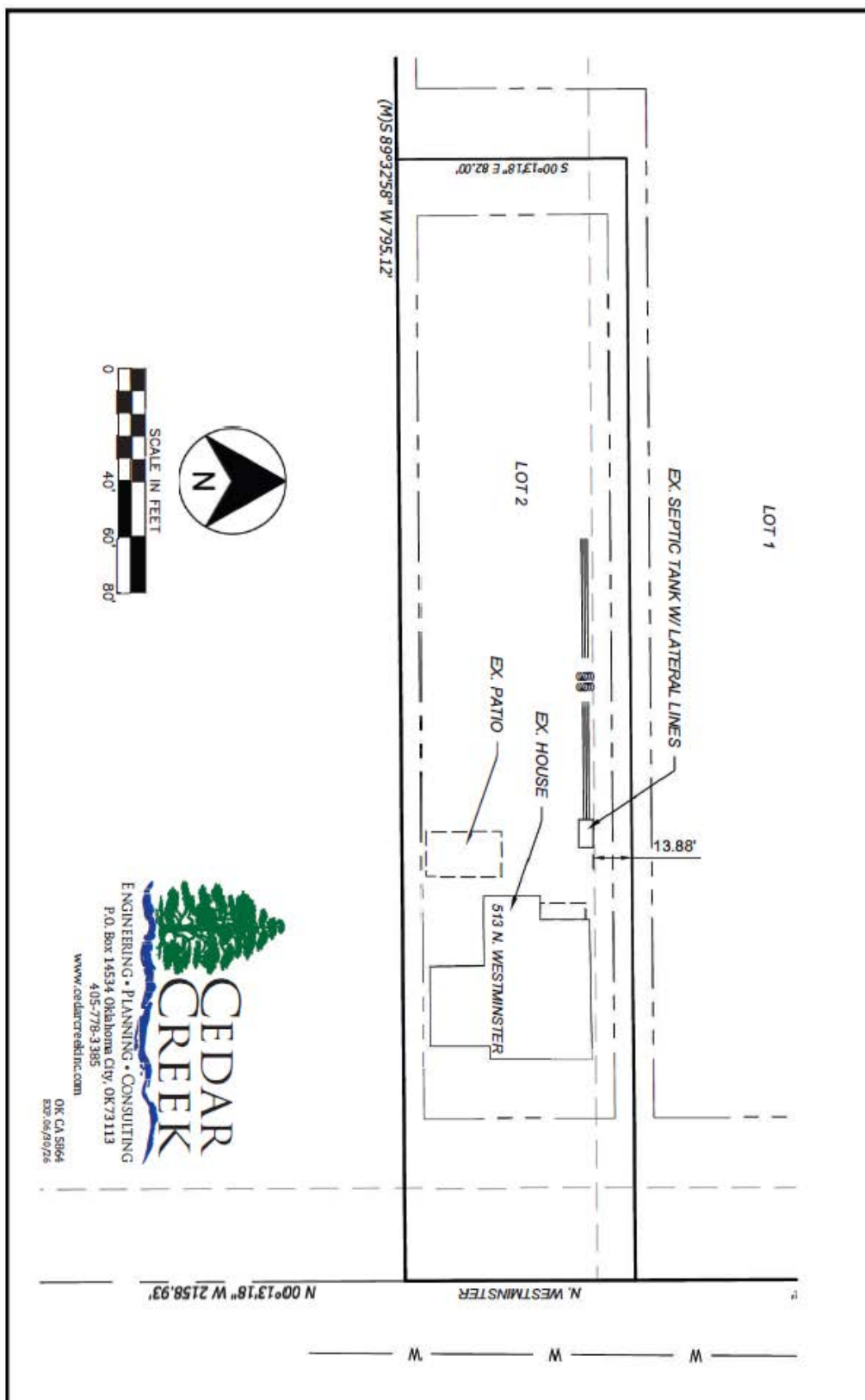


Exhibit A





Public Works Administration
R. Paul Streets, Director
rstreets@midwestcityok.org
Carrie J. Evenson, Assistant Director
cevenson@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1060 /Fax: 405-739-1090

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: April 28, 2026

Subject: Discussion, consideration, and possible action of approving a contract between the City of Midwest City and the Midwest City Municipal Authority and CNG Solutions, LLC, in the amount of \$1,430,046.00 to provide professional services necessary to expand the existing Compressed Natural Gas compressor station located at 8730 SE 15th Street, Midwest City, Oklahoma, and delegating to the City Manager/General Manager the authority to execute the contract.

On February 12, 2026, the Association of Central Oklahoma Governments (ACOG) approved the City of Midwest City's application for Public Fleet Conversion grant and committed funds in the amount of \$1,430,046.00 for the purchase of one (1) Compressed Natural Gas (CNG) compressor, one (1) manual regenerative dryer, three (3) storage spheres and twenty (20) hose drops, two (2) solar powered EV charging stations, two (2) curbside level 2 EV charging stations, and three (3) electric vehicles. On March 24, 2026, the City Council approved the Public Fleet Conversion Grant Contract with ACOG.

On March 27, 2026, the City received a Notice to Proceed from ACOG to begin completing the purchases outlined in the Public Fleet Conversion Grant Contract. This contract will allow CNG Solutions, LLC, the contractor responsible for building the existing CNG Station, to install the necessary equipment and control software to double the storage capacity of the CNG Station.

Matching funds for this project are available in Fund 190. The City Council hereby delegates to the City Manager the authority to execute the contract.

Action is at the discretion of the City Council.

Respectfully,

R. Paul Streets
Public Works Director

Attachments



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
tlyon@midwestcityok.org
Office: 405.739.1201
www.midwestcityok.org

MEMORANDUM

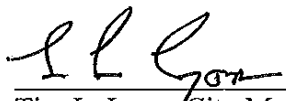
TO: Honorable Mayor and Council

FROM: Tim Lyon, City Manager

DATE: April 28, 2026

SUBJECT: Discussion, consideration, and possible action of, 1) entering into executive session, as allowed under 25 O.S. § 307 (B) (1) to discuss the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of a public officer or employee, (concerning the Teal complaint; and 2) in open session, voting to proceed generally pursuant to Section 2-17 (e) or specifically pursuant to Section 2-17 (e)(11).

Appropriate information will be dispersed during executive session.



Tim L. Lyon, City Manager



FURTHER INFORMATION



TO : Honorable Mayor and Council

FROM : Randall Fryar, Chief Building Official

DATE : April 28, 2026

SUBJECT : Monthly Residential and Commercial Building report for March, 2026

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 recovery in new housing permits compared to previous months. This improvement can be attributed to a decrease in financing costs and a stabilization of building material prices, which have posed significant challenges. Many cities within our region continue to face these issues, leading to innovative solutions and renewed resilience.

We have noted that the overall number of new home permits has remained stable compared to last year, indicating continued resilience in our market. Additionally, we are pleased to report an increase in permits for new duplexes and remodel permits, reflecting our commitment to growth and innovation in the housing sector.

If you have any questions or need further information, please feel free to reach out.

Sincerely,

Randall Fryar

Randall Fryar
Chief Building Official



100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits Summary - Issued 3/1/2026 to 3/31/2026

Building - Commercial & Industrial

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
2	Com Addition Bldg Permit	\$17,400,000.00
1	Com Driveway Permit	\$0.00
8	Com General Electrical Permit	\$636,680.00
4	Com General Mechanical Permit	\$43,600.00
3	Com General Plumbing Permit	\$45,697.00
5	Com New Certificate of Occupancy	\$758,340.00
3	Com New Const Electrical Permit	\$12,000.00
3	Com Remodel Bldg Permit	\$485,500.00
1	Com Roofing Permit	\$29,000.00
3	Com Sign Permit	\$16,800.00
Total Value of Building - Commercial & Industrial:		19,427,617.00

Building - Residential

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
3	Res Carport Permit	\$8,176.00
5	Res Driveway Permit	\$15,050.00
5	Res Fence Permit	\$9,500.00
21	Res General Electrical Permit	\$58,402.00
24	Res General Mechanical Permit	\$85,708.80
47	Res General Plumbing Permit	\$172,281.96
11	Res New Const Electrical Permit	
12	Res New Const Mechanical Permit	\$0.00
31	Res New Const Plumbing Permit	
5	Res New Townhouse Permit	\$637,500.00
1	Res Retaining Wall Permit	\$0.00
54	Res Roofing Permit	\$797,493.00
1	Res Single-Fam New Const Bldg Permit	\$375,000.00
4	Res Single-Fam Remodel Building Permit	\$445,000.00
1	Res Solar Permit	\$9,160.00
12	Res Storm Shelter Permit	\$44,600.00
3	Res Swimming Pool / Hot Tub Permit	\$84,000.00
Total Value of Building - Residential:		2,741,871.76

Grand Total: \$22,169,488.76



100 N Midwest Boulevard - Midwest City, OK 73110

Inspections Summary - Inspected 3/1/2026 to 3/31/2026

<u>Inspection Description</u>	<u>Count</u>
Accessory Bldg Inspection	4
Building/Electrical General Inspection	3
Buildings - CO Inspection & Sign Off	5
Com Building Final Inspection	4
Com Driveway Reinspection	1
Com Duct Smoke Detector Test/Inspection (Building)	1
Com Duct Smoke Detector Test/Inspection (Fire Marshal)	1
Com Electrical Ceiling Inspection	1
Com Electrical Final Inspection	2
Com Electrical Final Reinspection	5
Com Electrical Rough-in Inspection	6
Com Electrical Service Inspection	5
Com Electrical Wall Inspection	1
Com Fire Alarm Final Inspection	1
Com Fire Sprinkler Final Inspection	1
Com Fire Sprinkler Rough Inspection	3
Com Footing & Building Setback Inspection	3
Com Footing & Building Setback Reinspection	1
Com Framing Inspection	5
Com Gas Piping Inspection	1
Com Mechanical Final Inspection	5
Com Mechanical Rough-in Inspection	3
Com Oil Separator Final Reinspection	1
Com Plumbing Final Inspection	3
Com Plumbing Ground Inspection	2
Com Plumbing Rough-in Inspection	8
Com Roofing Inspection	1
Com Sewer Service Inspection	2
Com Temporary Electrical Pole Inspection	1
Com Water Service Line Inspection	1
Electrical Generator Inspection	4
Fire - CO Inspection & Sign Off	10
General Inspection	1
Hot Water Tank Inspection	21
Hot Water Tank Reinspection	4
Mechanical Change Out Inspection	17
Mechanical Change Out Reinspection	4
Placard Issued	1
Planning - CO Inspection & Sign Off	30
Planning - CO Reinspection & Sign Off	3
Pre-Con Site Inspection/Meeting	7
Res Building Final Inspection	23
Res Building Final Reinspection	2
Res Carport Inspection	1
Res Drainage1 Inspection	13

Res Drainage2 Inspection	13
Res Drainage3 Inspection	9
Res Drainage3 Reinspection	1
Res Drainage4 Inspection	9
Res Drainage4 Reinspection	1
Res Drainage5 Inspection	13
Res Driveway Inspection	5
Res Electrical Final Inspection	18
Res Electrical Final Reinspection	2
Res Electrical Ground Inspection	1
Res Electrical Pool Bonding Inspection	2
Res Electrical Rough-in Inspection	12
Res Electrical Rough-in Reinspection	6
Res Electrical Service Inspection	25
Res Electrical Service Reinspection	5
Res Footing & Building Setback Inspection	26
Res Footing & Building Setback Reinspection	3
Res Framing Inspection	4
Res Framing Reinspection	1
Res Gas Meter Inspection	1
Res Gas Meter Reinspection	2
Res Gas Piping Inspection	13
Res Gas Piping Reinspection	2
Res Insulation Inspection	5
Res Mechanical Final Inspection	6
Res Mechanical Final Reinspection	2
Res Mechanical Rough-in Inspection	10
Res Mechanical Rough-in Reinspection	1
Res Patio Cover Inspection	1
Res Plumbing Final Inspection	9
Res Plumbing Final Reinspection	2
Res Plumbing Ground Inspection	14
Res Plumbing Ground Reinspection	3
Res Plumbing Rough-in Inspection	18
Res Plumbing Rough-in Reinspection	3
Res Roofing Inspection	22
Res Roofing Reinspection	3
Res Sewer Service Inspection	20
Res Sewer Service Reinspection	3
Res Solar Final Inspection	1
Res Solar Final Reinspection	2
Res Storm Shelter Inspection	6
Res Temporary Electrical Pole Inspection	4
Res Termite Inspection	14
Res Water Service Line Inspection	14
Res Water Service Line Reinspection	5
Residential Meter Tap Inspection	3
Stormwater Site Inspection (Residential)	5
Utilities - CO Inspection & Sign Off	9
Utilities Site Inspection (Residential)	6
Utilities Site Reinspection (Residential)	5
Total Number of Inspections:	592



100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits by Type - Issued 3/1/2026 to 3/31/2026

Building - Commercial & Industrial

Com Addition Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
3/19/26	1609 FELIX PL, Midwest City, OK, 73110	Brian Farley - Larson Design Group	B-25-2832	\$8,400,000.00
3/19/26	137 W RIDGEWOOD DR, MIDWEST CITY, OK, 73110	Brian Farley - Larson Design Group	B-26-0257	\$9,000,000.00
				\$17,400,000.00

Com Driveway Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
3/17/26	11600 SE 15TH ST	CONTRACTOR NOT REQUIRED	B-26-0700	\$0.00
				\$0.00

Com General Electrical Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
3/3/26	2908 N GLENHAVEN DR, Midwest City, OK, 73110	Bell James	B-26-0614	\$1,500.00
3/3/26	7430 SE 15TH ST, MIDWEST CITY, OK, 73110	levi lanham	B-26-0655	
3/17/26	8855 E RENO AVE, Suite 212, MIDWEST CITY, OK, 73110	Kailey John	B-26-0799	\$7,480.00
3/17/26	2601 S POST RD, MIDWEST CITY, OK, 73130	Mark Stanke	B-26-0802	
3/24/26	1621 MAPLE DR, MIDWEST CITY, OK, 73110	Wade Electric	B-26-0702	\$450,000.00
3/30/26	8251 E RENO AVE, MIDWEST CITY, OK, 73110	Jay Mathews	B-26-0933	\$177,700.00
3/30/26	417 MID AMERICA BLVD, MIDWEST CITY, OK, 73110	A&T MECHANICAL	B-26-0769	
				\$636,680.00

Com General Mechanical Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
3/3/26	7430 SE 15TH ST, MIDWEST CITY, OK, 73110	Levi lanham	B-26-0656	
3/4/26	7400 E RENO AVE, MIDWEST CITY, OK, 73110	Global Mechanical LLC	B-26-0598	\$13,600.00
3/4/26	8251 E RENO AVE, MIDWEST CITY, OK, 73110	Taylor Morrison	B-26-0576	\$30,000.00
3/16/26	417 MID AMERICA BLVD	A&T MECHANICAL	B-26-0767	
				\$43,600.00

Com General Plumbing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
3/4/26	8251 E Reno Ave MWC 73110	Sherrie Bergmeier	B-26-0603	\$45,697.00

3/16/26	417 MID AMERICA BLVD, MIDWEST CITY, OK, 73110	A&T MECHANICAL	B-26-0768
3/20/26	7801 NE 10TH ST, MIDWEST CITY, OK, 73110	Roger Darnell	B-26-0835

\$45,697.00

Com New Certificate of Occupancy

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
3/4/26	2209 N POST RD, MIDWEST CITY, OK, 73141	New Life Child Care, LLC	B-26-0579	\$2,000.00
3/12/26	1200 S AIR DEPOT BLVD, Midwest City, OK, 73110	Natalie Hisle	B-25-2367	\$200,000.00
3/16/26	2701 LIBERTY PKWY, Suite C, MIDWEST CITY, OK, 73110	Danielle Burns	B-26-0551	\$0.00
3/16/26	2701 LIBERTY PKWY, Suite C, MIDWEST CITY, OK, 73110	Bryan Rogers	B-26-0551	\$0.00
3/26/26	231 W MACARTHUR DR, MIDWEST CITY, OK, 73110	SKYDANCE 10MWC LLC / BOBBI GABLER	B-26-0550	\$556,340.00
3/30/26	220 S SOONER RD, 73110	ABBO, JOESPH	B-25-2787	

\$758,340.00

Com New Const Electrical Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
3/3/26	9309 SE 29TH ST, Midwest City, OK, 73130	Matt B Backus	B-26-0666	
3/5/26	9309 SE 29TH ST, Midwest City, OK, 73130	Matt B Backus	B-26-0667	\$0.00
3/18/26	7212 E RENO AVE, MIDWEST CITY, OK, 73110	Bryce Reed	B-26-0808	\$12,000.00

\$12,000.00

Com Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
3/2/26	6501 TINKER DIAGONAL, 73110	Tinker Federal Credit Union	B-26-0027	\$160,000.00
3/10/26	351 N AIR DEPOT BLVD, HH, MIDWEST CITY, OK, 73110	James Locke	B-26-0616	\$500.00
3/16/26	7183 SE 29TH ST, 73110	Tim Schenk	B-25-2527	\$325,000.00

\$485,500.00

Com Roofing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
3/12/26	10312 SE 24TH ST, MIDWEST CITY, OK, 73130	Von Kendrick	B-26-0427	\$29,000.00

\$29,000.00

Com Sign Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
3/10/26	9809 SE 29TH ST, 73130	LORI WORTHINGTON	B-26-0133	\$8,000.00
3/10/26	1708 S AIR DEPOT BLVD, Midwest City, OK, 73110	LORI WORTHINGTON	B-26-0134	\$8,000.00
3/11/26	351 N AIR DEPOT BLVD, GG, MIDWEST CITY, OK, 73110	David Davis	B-26-0573	\$800.00

\$16,800.00

Building - Residential

Res Carport Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
3/4/26	1109 WOODCREST DR	HELTON, LARRY & PAULITA	B-26-0670	\$2,163.00

3/20/26	405 E KERR DR, MIDWEST CITY, OK, 73110	Roger Ring	B-26-0739	\$3,750.00
3/26/26	817 E BOUSE DR, MIDWEST CITY, OK, 73110	david wapskineh	B-26-0866	\$2,263.00
				\$8,176.00

Res Driveway Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
3/2/26	1504 OELKE DR, MIDWEST CITY, OK, 73110	Adriana Martinez Macias	B-26-0642	\$5,000.00
3/10/26	817 E BOUSE DR, MIDWEST CITY, OK, 73110	GABRIEL PALMA	B-26-0741	\$3,000.00
3/16/26	512 E ERCOUE DR, MIDWEST CITY, OK, 73110	ABEL FUENTES	B-26-0798	\$5,500.00
3/19/26	1716 PLUMB CT, MIDWEST CITY, OK, 73130	Adriana Martinez Macias	B-26-0837	\$50.00
3/27/26	11200 ROEFAN RD, MIDWEST CITY, OK, 73130	Alejandro Jacquez	B-26-0877	\$1,500.00
				\$15,050.00

Res Fence Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
3/3/26	10700 BELLVIEW DR, MIDWEST CITY, OK, 73130	BOLAND, SHERRY	B-26-0610	\$500.00
3/5/26	2619 TURTLE WAY, MIDWEST CITY, OK, 73130	Linda Clark	B-26-0661	\$3,000.00
3/5/26	10733 PAINTED TURTLE WAY, Midwest City, OK, 73130	Linda Clark	B-26-0615	\$3,000.00
3/16/26	2711 TURTLE WAY, MIDWEST CITY, OK, 73130	Linda Clark	B-26-0718	\$3,000.00
3/16/26	2611 TURTLE WAY, MIDWEST CITY, OK, 73130	Linda Clark	B-26-0710	\$0.00
				\$9,500.00

Res General Electrical Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
3/2/26	304 E COE DR, MIDWEST CITY, OK, 73110	Kylie Grimes	B-26-0650	
3/2/26	504 THREE OAKS DR, MIDWEST CITY, OK, 73130	Kailey John	B-26-0604	\$15,670.00
3/3/26	1525 MCGREGOR DR, MIDWEST CITY, OK, 73130	Gary's Electric Service LLC	B-26-0658	\$1,500.00
3/5/26	3716 SUNVALLEY DR, MIDWEST CITY, OK, 73110	Ben Holliday Service Co.	B-26-0695	\$12.00
3/9/26	1207 BOULDER RIDGE WAY, MIDWEST CITY, OK, 73130	Connely Peery	B-26-0717	
3/10/26	327 E STEED DR, MIDWEST CITY, OK, 73110	Roderick mcgary	B-26-0726	\$800.00
3/11/26	900 SUNVALLEY DR, MIDWEST CITY, OK, 73110	wendy malave	B-26-0464	
3/11/26	912 N PINE ST, MIDWEST CITY, OK, 73130	Alayna Waddell	B-26-0744	
3/11/26	317 E KITTYHAWK DR, MIDWEST CITY, OK, 73110	Gary Morgan	B-26-0748	
3/12/26	705 E HOLMAN CT, MIDWEST CITY, OK, 73110	Philip Tompkins	B-26-0754	\$0.00
3/13/26	1709 PLUMB DR, MIDWEST CITY, OK, 73130	Kylie Grimes	B-26-0735	
3/17/26	10533 HERBERT DR, MIDWEST CITY, OK, 73130	Kailey John	B-26-0757	\$6,818.00

3/17/26	212 OAKTREE DR, MIDWEST CITY, OK, 73130	Kailey John	B-26-0781	\$11,842.00
3/18/26	311 E ROSE DR	Riley Zoby	B-26-0364	\$9,160.00
3/18/26	1312 ALAN LN, MIDWEST CITY, OK, 73130	Abayomi Reid	B-26-0823	\$0.00
3/18/26	225 W GLENHAVEN DR, MIDWEST CITY, OK, 73110	Daniel Cazares	B-26-0825	\$12,000.00
3/25/26	224 E MYRTLE LN, MIDWEST CITY, OK, 73110	Donald Chaplin	B-26-0876	
3/27/26	1117 STANSELL DR, MIDWEST CITY, OK, 73110	Brandon Pitts	B-26-0921	
3/30/26	5904 SE 9TH ST, MIDWEST CITY, OK, 73110	Trey Maxey	B-26-0854	\$600.00
3/30/26	8817 NE 10TH ST, MIDWEST CITY, OK, 73110	Brandon Moore	B-26-0951	
				\$58,402.00

Res General Mechanical Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
3/2/26	116 W JARMAN DR, MIDWEST CITY, OK, 73110	Michael Martell	B-26-0643	
3/2/26	304 E COE DR, MIDWEST CITY, OK, 73110	Kylie Grimes	B-26-0649	
3/4/26	522 E STEED DR, MIDWEST CITY, OK, 73110	ADVENT mechanical	B-26-0679	\$4,000.00
3/10/26	1905 WINDSONG DR, MIDWEST CITY, OK, 73130	STACY RIEMER/PASCHAL HOME SERVICES	B-26-0704	\$6,650.00
3/13/26	1117 STANSELL DR, MIDWEST CITY, OK, 73110	Kylie Grimes	B-26-0762	
3/16/26	10908 WINDMILL FARMS RD, MIDWEST CITY, OK, 73130	MARIAN BENDER	B-26-0784	\$14,580.00
3/16/26	433 W DOUGLAS DR, Midwest City, OK, 73110	Norris Nowlin	B-26-0793	\$5,000.00
3/18/26	11549 BERKSHIRE CT, MIDWEST CITY, OK, 73130	Brandon Clark	B-26-0819	\$5,000.00
3/19/26	916 MEADOWRIDGE DR, MIDWEST CITY, OK, 73110	Daniel Cazares	B-26-0827	\$8,500.00
3/20/26	1200 STONECROP DR, MIDWEST CITY, OK, 73110	Erik Barron	B-26-0811	\$0.00
3/20/26	1202 STONECROP DR, MIDWEST CITY, OK, 73110	Erik Barron	B-26-0812	\$0.00
3/20/26	1305 STONECROP DR, MIDWEST CITY, OK, 73110	Erik Barron	B-26-0813	\$0.00
3/20/26	1307 STONECROP DR, MIDWEST CITY, OK, 73110	Erik Barron	B-26-0814	\$0.00
3/20/26	8405 COTTAGE PARK DR, MIDWEST CITY, OK, 73110	Erik Barron	B-26-0815	\$0.00
3/20/26	8407 COTTAGE PARK DR, MIDWEST CITY, OK, 73110	Erik Barron	B-26-0816	\$0.00
3/20/26	8409 COTTAGE PARK DR, MIDWEST CITY, OK, 73110	Erik Barron	B-26-0817	\$0.00
3/20/26	8411 COTTAGE PARK DR, MIDWEST CITY, OK, 73110	Erik Barron	B-26-0818	\$0.00
3/24/26	320 E KERR DR, MIDWEST CITY, OK, 73110	Kylie Grimes	B-26-0826	
3/24/26	612 E BOUSE DR, MIDWEST CITY, OK, 73110	Kylie Grimes	B-26-0851	
3/24/26	809 HUNTERS RUN, MIDWEST CITY, OK, 73130	Rita	B-26-0871	\$10,000.00
3/25/26	520 N MARSHALL DR, MIDWEST CITY, OK, 73110	Jason Corwin	B-26-0873	\$11,070.80

3/26/26	102 CHERRYWOOD DR, MIDWEST CITY, OK, 73110	HILL & CO. SERVICE	B-26-0850	\$12,200.00
3/30/26	1808 DAVID TER, MIDWEST CITY, OK, 73141	STACY RIEMER	B-26-0954	\$8,708.00
3/30/26	9701 GRISSOM DR, MIDWEST CITY, OK, 73130	Polly Black	B-26-0953	

\$85,708.80

Res General Plumbing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
3/2/26	2428 N KEY BLVD, MIDWEST CITY, OK, 73110	DON BREWER	B-26-0570	\$6,500.00
3/2/26	624 E BOUSE DR, MIDWEST CITY, OK, 73110	J-Five Inc	B-26-0644	\$0.00
3/2/26	412 S LAWSON AVE, MIDWEST CITY, OK, 73130	STANLEY PLUMBING SERVICES LLC	B-26-0613	
3/2/26	3209 MOCKINGBIRD LN, MIDWEST CITY, OK, 73110	STANLEY PLUMBING SERVICES LLC	B-26-0648	
3/2/26	9608 NE 4TH ST, MIDWEST CITY, OK, 73130	Rita	B-26-0647	\$2,598.00
3/2/26	2322 BERRY LN, MIDWEST CITY, OK, 73130	Holly Ray	B-26-0646	\$4,600.00
3/3/26	312 REMINGTON AVE, MIDWEST CITY, OK, 73130	Airco Service	B-26-0678	\$3,653.00
3/3/26	2229 SANDRA DR, MIDWEST CITY, OK, 73110	DONALD E BREWER	B-26-0680	\$2,800.00
3/5/26	520 W LOCKHEED DR, MIDWEST CITY, OK, 73110	Hoyt Ritchie	B-26-0636	\$10.00
3/5/26	3716 SUNVALLEY DR, MIDWEST CITY, OK, 73110	Brenan Hutton	B-26-0686	\$1,500.00
3/6/26	608 E FROLICH DR, MIDWEST CITY, OK, 73110	Roger Henneke	B-26-0515	
3/6/26	608 E FROLICH DR, MIDWEST CITY, OK, 73110	Juan Hernandez	B-26-0515	
3/9/26	804 TIMBER RIDGE RD, MIDWEST CITY, OK, 73130	Fritz Stephen Olson	B-26-0713	
3/9/26	1216 DODD DR, MIDWEST CITY, OK, 73130	Holly Rau	B-26-0715	\$18,509.80
3/10/26	222 W MICHAEL DR, MIDWEST CITY, OK, 73110	Airco Service	B-26-0709	\$2,998.00
3/10/26	1033 TALL OAKS DR, MIDWEST CITY, OK, 73110	MARIAN BENDER	B-26-0727	\$7,625.00
3/10/26	2305 SPUR DR, MIDWEST CITY, OK, 73130	Airco Service	B-26-0729	\$1,837.00
3/11/26	1721 THOMPSON DR, MIDWEST CITY, OK, 73110	MARIAN BENDER	B-26-0731	\$9,635.00
3/11/26	204 E LOCKHEED DR, MIDWEST CITY, OK, 73110	MARIAN BENDER	B-26-0733	\$9,775.00
3/11/26	900 SUNVALLEY DR, MIDWEST CITY, OK, 73110	wendy malave	B-26-0465	
3/11/26	206 E HARMON DR, MIDWEST CITY, OK, 73110	Kelly's Plumbing & Heating, Inc.	B-26-0737	\$0.00
3/11/26	343 KING AVE, MIDWEST CITY, OK, 73130	Andrea Galloway	B-26-0742	\$1,000.00
3/12/26	3201 BELLA VISTA, MIDWEST CITY, OK, 73110	Joey Hickman	B-26-0751	\$1,928.40
3/12/26	316 E ERCOUPE DR, MIDWEST CITY, OK, 73110	Darryl Farrow	B-26-0763	\$1,000.00
3/16/26	10708 MEADOWLARK LN, Midwest City, OK, 73130	Holly Ray	B-26-0714	\$20,732.60
3/17/26	8817 NE 10TH ST, MIDWEST CITY, OK, 73110	Jerry shaver	B-26-0734	

3/17/26	10332 KOCH DR, MIDWEST CITY, OK, 73130	Jennifer Kipp	B-26-0736	\$500.00
3/17/26	10300 SE 23RD ST, MIDWEST CITY, OK, 73130	MARIAN BENDER	B-26-0795	\$2,890.85
3/17/26	320 E KERR DR, MIDWEST CITY, OK, 73110	Holly Ray	B-26-0771	\$18,006.47
3/18/26	11400 QUEENSLAND CT, Midwest City, OK, 73130	Holly Ray	B-26-0794	
3/18/26	9429 SE 29TH ST, 130, MIDWEST CITY, OK, 73130	Holly Ray	B-26-0796	\$16,062.67
3/18/26	9209 STONE GATE, MIDWEST CITY, OK, 73130	Holly Ray	B-26-0797	\$15,785.19
3/18/26	3834 N OAK GROVE, MIDWEST CITY, OK, 73110	Holly Ray	B-26-0807	\$3,200.00
3/18/26	225 W GLENHAVEN DR, MIDWEST CITY, OK, 73110	Daniel Cazares	B-26-0507	
3/18/26	312 W SILVERWOOD DR, MIDWEST CITY, OK, 73110	Bridgette m Curtis	B-26-0752	\$8,456.23
3/18/26	1207 Boulder Ridge way, midwest City OK, 73130	john Gaskill	B-26-0824	\$1.00
3/25/26	1300 RIVERWIND DR, MIDWEST CITY, OK, 73130	MARIAN BENDER	B-26-0901	\$2,680.00
3/25/26	1912 SANDRA DR, MIDWEST CITY, OK, 73110	MARIAN BENDER	B-26-0902	\$2,721.75
3/26/26	3304 PLEASANT DR, MIDWEST CITY, OK, 73110	Jennifer Kipp	B-26-0922	\$500.00
3/26/26	3109 GLENVALLEY DR, MIDWEST CITY, OK, 73110	Brett pursell	B-26-0879	\$0.00
3/26/26	3201 GLENVALLEY DR, MIDWEST CITY, OK, 73110	Brett pursell	B-26-0880	\$0.00
3/27/26	218 WOODMAN DR, MIDWEST CITY, OK, 73110	Theresa Nixon	B-26-0931	\$1,776.00
3/30/26	312 REMINGTON AVE, MIDWEST CITY, OK, 73130	Cary Dodd	B-26-0831	\$3,000.00
3/30/26	919 CHOCTAW RIDGE RD, MIDWEST CITY, OK, 73130	AARON BOREN	B-26-0898	\$0.00
3/30/26	8405 COTTAGE PARK DR, MIDWEST CITY, OK, 73110	Colter R Nolan	B-26-0957	
3/30/26	8407 COTTAGE PARK DR, MIDWEST CITY, OK, 73110	Colter R Nolan	B-26-0958	
3/30/26	8409 COTTAGE PARK DR, MIDWEST CITY, OK, 73110	Colter R Nolan	B-26-0959	
3/30/26	8411 COTTAGE PARK DR, MIDWEST CITY, OK, 73110	Colter R Nolan	B-26-0960	

\$172,281.96

Res New Const Electrical Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
3/17/26	2780 HAND RD, MIDWEST CITY, OK, 73130	Justin Seaton	B-26-0805	
3/23/26	2545 TURTLE WAY, MIDWEST CITY, OK, 73130	Lisa	B-26-0852	
3/23/26	429 N WESTMINSTER RD, MIDWEST CITY, OK, 73130	Frank Sedillo	B-26-0864	
3/25/26	1135 CYPRESS WAY, MIDWEST CITY, OK, 73130	Atlas Electric llc	B-26-0868	
3/25/26	1127 CYPRESS WAY, MIDWEST CITY, OK, 73130	Atlas Electric llc	B-26-0869	
3/25/26	1139 CYPRESS WAY, MIDWEST CITY, OK, 73130	Atlas Electric llc	B-26-0867	
3/25/26	1123 CYPRESS WAY, MIDWEST CITY, OK, 73130	Atlas Electric llc	B-26-0870	

Res New Const Mechanical Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
3/24/26	2545 TURTLE WAY, MIDWEST CITY, OK, 73130	Justin Dirks	B-26-0847	
3/24/26	1111 CYPRESS WAY, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-0857	
3/24/26	1127 CYPRESS WAY, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-0856	
3/24/26	1115 CYPRESS WAY, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-0858	
3/24/26	1119 CYPRESS WAY, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-0859	
3/24/26	1123 CYPRESS WAY, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-0860	
3/24/26	1131 CYPRESS WAY, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-0861	
3/24/26	1135 CYPRESS WAY, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-0862	
3/24/26	1139 CYPRESS WAY, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-0863	
3/24/26	429 N WESTMINSTER RD, MIDWEST CITY, OK, 73130	Edgar Cortez	B-26-0882	\$0.00
3/25/26	2108 S AIR DEPOT BLVD, MIDWEST CITY, OK, 73110	Jermaine Simpson	B-26-0910	
3/30/26	9606 NE 3RD ST, MIDWEST CITY, OK, 73130	Katie Cox	B-26-0820	\$0.00
				\$0.00

Res New Const Plumbing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
3/10/26	10005 FIR TER, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-0720	
3/10/26	10009 FIR TER, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-0721	
3/10/26	10013 FIR TER, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-0722	
3/10/26	10017 FIR TER, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-0723	
3/10/26	10021 FIR TER, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-0724	
3/12/26	2780 HAND RD, MIDWEST CITY, OK, 73130	Colter R Nolan	B-26-0743	
3/16/26	10025 FIR TER, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-0773	
3/16/26	10029 FIR TER, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-0775	
3/16/26	10033 FIR TER, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-0776	
3/16/26	10037 FIR TER, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-0777	
3/16/26	10041 FIR TER, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-0778	
3/26/26	10044 FIR TER, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-0899	
3/26/26	10048 FIR TER, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-0900	
3/26/26	10052 FIR TER, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-0903	

3/26/26	10056 FIR TER, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-0904
3/26/26	10060 FIR TER, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-0905
3/26/26	10064 FIR TER, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-0906
3/26/26	10043 SPRUCE LN, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-0907
3/26/26	10047 SPRUCE LN, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-0908
3/26/26	10051 SPRUCE LN, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-0914
3/26/26	10055 SPRUCE LN, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-0915
3/26/26	10059 SPRUCE LN, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-0916
3/26/26	10063 SPRUCE LN, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-0917
3/26/26	10045 FIR TER, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-0924
3/26/26	10049 FIR TER, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-0925
3/26/26	10053 FIR TER, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-0926
3/26/26	10057 FIR TER, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-0927
3/26/26	10061 FIR TER, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-0928
3/26/26	10065 FIR TER, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-0929

Res New Townhouse Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
3/6/26	1208 CYPRESS WAY, 73130	Laura Ramer J Bentley Inc	B-25-3351	\$127,500.00
3/6/26	1220 CYPRESS WAY, 73130	Laura Ramer J Bentley Inc	B-25-3348	\$127,500.00
3/6/26	1212 CYPRESS WAY, 73130	Laura Ramer J Bentley Inc	B-25-3350	\$127,500.00
3/6/26	1216 CYPRESS WAY, 73130	Laura Ramer J Bentley Inc	B-25-3349	\$127,500.00
3/6/26	1224 CYPRESS WAY, 73130	Laura Ramer J Bentley Inc	B-25-3347	\$127,500.00
				\$637,500.00

Res Retaining Wall Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
3/19/26	12608 W GLEN CT, Midwest City, OK, 73020	Araceli Botello	B-26-0711	\$0.00
3/19/26	12608 W GLEN CT, Midwest City, OK, 73020	Genaro Botello	B-26-0711	\$0.00
				\$0.00

Res Roofing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
3/2/26	1320 ALVIOLA AVE, MIDWEST CITY, OK, 73110	Superior Exterior Insurance Restoration	B-26-0652	\$10,000.00
3/3/26	2400 APPLE WAY, MIDWEST CITY, OK, 73130	OK MHM Roofing and Construction OK	B-26-0651	\$21,939.00
3/3/26	1408 NOTTOWAY DR, MIDWEST CITY, OK, 73130	Vicki McHughes	B-26-0664	\$13,250.00
3/3/26	10405 FUTURITY DR, MIDWEST CITY, OK, 73130	Mallard Construction	B-26-0665	\$16,700.00
3/3/26	701 S TIMBER LN, MIDWEST CITY, OK, 73130	Stacy Brandon	B-26-0659	\$15,000.00

3/4/26	1121 TWILIGHT DR, MIDWEST CITY, OK, 73110	Laura Jenkins	B-26-0690	\$17,121.00
3/4/26	204 COUNTRY CLUB TER, MIDWEST CITY, OK, 73110	MHM Construction	B-26-0198	\$0.00
3/4/26	1967 LESLIE BEACHLER LN, MIDWEST CITY, OK, 73130	sycamore roofing	B-26-0516	\$20,000.00
3/4/26	10805 TURTLEWOOD DR, MIDWEST CITY, OK, 73130	Peggy Pate	B-26-0687	\$13,000.00
3/4/26	12492 LAKOTA DR, MIDWEST CITY, OK, 73020	Peggy Pate	B-26-0688	\$13,000.00
3/4/26	10621 MEADOWLARK LN, MIDWEST CITY, OK, 73130	Priority Roofing	B-26-0203	\$28,733.00
3/4/26	7309 SE 15TH ST, MIDWEST CITY, OK, 73110	Priority Contracting & Roofing	B-26-0657	\$6,099.00
3/9/26	408 E JARMAN DR, MIDWEST CITY, OK, 73110	Teresa Lehman	B-26-0712	\$0.00
3/9/26	11628 LORENE AVE, MIDWEST CITY, OK, 73130	Peggy Pate	B-26-0694	\$0.00
3/9/26	601 N DOUGLAS BLVD, MIDWEST CITY, OK, 73130	Elliott Roofing	B-26-0706	\$21,658.00
3/11/26	208 W ERCOUE DR, MIDWEST CITY, OK, 73110	Edward Swift	B-26-0746	\$8,820.00
3/11/26	813 ARTHUR DR, MIDWEST CITY, OK, 73110	Laura Jenkins	B-26-0749	\$0.00
3/11/26	1921 DORCHESTER RD, MIDWEST CITY, OK, 73130	Billy Todd Ellis	B-26-0756	\$7,000.00
3/12/26	12355 JAYCIE CIR, MIDWEST CITY, OK, 73130	Charles Tartaglione	B-26-0764	\$10,000.00
3/12/26	9401 LYRIC LN, MIDWEST CITY, OK, 73130	Charles Tartaglione	B-26-0765	\$10,000.00
3/12/26	306 PINE HURST DR, Midwest City, OK, 73130	Charles Tartaglione	B-26-0766	\$10,000.00
3/12/26	2328 JEAN RD, MIDWEST CITY, OK, 73130	Charles Tartaglione	B-26-0758	\$10,000.00
3/13/26	9104 INDIAN CREEK DR, MIDWEST CITY, OK, 73130	Charli O'Malley	B-26-0770	\$18,400.00
3/16/26	2021 ALBERT DR, MIDWEST CITY, OK, 73130	Parker Brothers Construction and Roofing inc.	B-26-0780	\$7,987.00
3/16/26	1825 AVERY AVE, MIDWEST CITY, OK, 73130	Parker Brothers Construction and Roofing inc.	B-26-0786	\$10,538.00
3/16/26	11536 DEVONBROOK CT, MIDWEST CITY, OK, 73130	Parker Brothers Construction and Roofing inc.	B-26-0787	\$18,519.00
3/16/26	2800 DEL CASA CIR, MIDWEST CITY, OK, 73110	Parker Brothers Construction and Roofing inc.	B-26-0788	\$22,674.00
3/16/26	10472 CATTAIL TER, MIDWEST CITY, OK, 73130	Melanie Lientz	B-26-0789	\$17,000.00
3/17/26	10204 LEXI CT, MIDWEST CITY, OK, 73130	Peggy Pate	B-26-0783	\$17,000.00
3/17/26	10208 LEXI CT, MIDWEST CITY, OK, 73130	Peggy Pate	B-26-0785	\$26,000.00
3/17/26	1420 PARKE AVE, MIDWEST CITY, OK, 73130	Peggy Pate	B-26-0806	\$12,350.00
3/17/26	9624 KENT DR, MIDWEST CITY, OK, 73130	Amanda Yanase	B-26-0810	\$15,000.00
3/17/26	1621 SERENADE DR, MIDWEST CITY, OK, 73130	Charles Tartaglione	B-26-0809	\$0.00
3/18/26	949 BROWN DR, MIDWEST CITY, OK, 73110	Laura Jenkins	B-26-0821	\$16,700.00
3/18/26	3206 N GLENHAVEN DR, MIDWEST CITY, OK, 73110	Laura Jenkins	B-26-0822	\$19,433.00
3/19/26	5900 SE 10TH ST, MIDWEST CITY, OK, 73110	Carley McCollum	B-26-0839	\$22,000.00

3/19/26	804 BELL DR, MIDWEST CITY, OK, 73110	Carley McCollum	B-26-0833	\$0.00
3/19/26	1209 TARA DR, MIDWEST CITY, OK, 73130	Vicki McHughes	B-26-0791	\$15,750.00
3/20/26	10816 ASHTON TER, MIDWEST CITY, OK, 73130	Parker Brothers Construction and Roofing inc.	B-26-0844	\$12,144.00
3/20/26	3825 ROSEWOOD DR, MIDWEST CITY, OK, 73110	Parker Brothers Construction and Roofing inc.	B-26-0845	\$19,822.00
3/25/26	2604 N KEY BLVD, MIDWEST CITY, OK, 73110	Bobby Greeson	B-26-0804	\$8,116.00
3/26/26	9713 GRISSOM DR, MIDWEST CITY, OK, 73130	Annie Jenkins	B-26-0930	\$20,410.00
3/26/26	312 W BLUERIDGE DR, Midwest City, OK, 73110	Jason Armstrong	B-26-0829	\$22,039.00
3/26/26	9700 NAWASSA DR, MIDWEST CITY, OK, 73130	Kasey Bruce	B-26-0918	\$40,918.00
3/26/26	9617 NE 11TH ST, MIDWEST CITY, OK, 73130	Daniel Miller	B-26-0919	\$17,780.00
3/26/26	6100 SE 9TH ST, MIDWEST CITY, OK, 73110	Von Kendrick	B-26-0828	\$20,786.00
3/26/26	716 BRIARCREST DR, MIDWEST CITY, OK, 73110	Murrell	B-26-0943	\$14,500.00
3/27/26	10312 SE 23RD ST, MIDWEST CITY, OK, 73130	Parker Brothers Construction and Roofing inc.	B-26-0938	\$19,723.00
3/27/26	10624 SONGBIRD LN, MIDWEST CITY, OK, 73130	Parker Brothers Construction and Roofing inc.	B-26-0939	\$19,570.00
3/27/26	310 E GRUMMAN DR, MIDWEST CITY, OK, 73110	Parker Brothers Construction and Roofing inc.	B-26-0941	\$0.00
3/27/26	1701 SONGBIRD LN, MIDWEST CITY, OK, 73130	Von Kendrick	B-26-0936	\$40,839.00
3/30/26	10634 SE 26TH ST, MIDWEST CITY, OK, 73130	Charli O'Malley	B-26-0942	\$13,881.00
3/30/26	2020 LAKESIDE DR, MIDWEST CITY, OK, 73130	Chris Mylonas	B-26-0830	\$20,294.00
3/30/26	10517 SE 25TH ST, MIDWEST CITY, OK, 73130	Dustin Hart	B-26-0842	\$15,000.00
				\$797,493.00

Res Single-Fam New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
3/18/26	12604 FOREST TERR, MIDWEST CITY, OK, 73020	Swm Sons	B-26-0705	\$375,000.00
				\$375,000.00

Res Single-Fam Remodel Building Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
3/6/26	836 E TOWRY DR, MIDWEST CITY, OK, 73110	Eddie Myers	B-26-0612	\$30,000.00
3/16/26	117 W STEED DR, MIDWEST CITY, OK, 73110	John Tanner	B-26-0693	\$65,000.00
3/16/26	117 W STEED DR, MIDWEST CITY, OK, 73110	John Tanner	B-26-0693	\$65,000.00
3/19/26	8410 SE 17TH ST	Mark jennings	B-26-0318	\$100,000.00
3/24/26	404 THREE OAKS DR, MIDWEST CITY, OK, 73130	DOUG URIE INC DBA URIE FAMILY ROOFING & CONSTRUCTION	B-26-0772	\$250,000.00
				\$510,000.00

Res Solar Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
3/18/26	311 E ROSE DR	Riley Zoby	B-26-0362	\$9,160.00

\$9,160.00**Res Storm Shelter Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
3/3/26	9625 RHYTHM RD, MIDWEST CITY, OK, 73130	Jarod Medved	B-26-0631	\$4,000.00
3/3/26	9113 ORANGE DR, MIDWEST CITY, OK, 73130	Kyle King	B-26-0630	\$3,900.00
3/3/26	10839 NE 8TH TER, MIDWEST CITY, OK, 73130	matthew olguin	B-26-0303	\$3,000.00
3/9/26	9920 CREST DR, MIDWEST CITY, OK, 73130	Jessica Maddux	B-26-0645	\$3,300.00
3/13/26	13268 SAWTOOTH OAK RD, MIDWEST CITY, OK, 73020	Maci Taft	B-26-0663	\$3,900.00
3/16/26	2711 TURTLE WAY, MIDWEST CITY, OK, 73130	Linda Clark	B-26-0719	\$2,450.00
3/17/26	2344 APPLE WAY, MIDWEST CITY, OK, 73130	Matthew McGinley	B-26-0698	\$3,900.00
3/19/26	3420 RIDGEHAVEN DR, MIDWEST CITY, OK, 73110	Billie D. Downum	B-26-0753	\$4,300.00
3/20/26	11015 MINDY LN, MIDWEST CITY, OK, 73130	Whitney Heinrich	B-26-0728	\$3,900.00
3/25/26	508 E HARMON DR, OK, MIDWEST CITY, 73110	Cindy Chapman	B-26-0790	\$3,050.00
3/26/26	840 ESTHER AVE, MIDWEST CITY, OK, 73130	Sherri Jacobs	B-26-0832	\$4,900.00
3/26/26	8620 HILLRIDGE DR, MIDWEST CITY, OK, 73141	Brett Budd	B-26-0638	\$4,000.00
				\$44,600.00

Res Swimming Pool / Hot Tub Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
3/11/26	804 TIMBER RIDGE RD, MIDWEST CITY, OK, 73130	Creative Pools LLC	B-26-0682	\$65,000.00
3/27/26	10829 SARA CT, MIDWEST CITY, OK, 73130	Kevin Boyer	B-26-0853	\$14,000.00
3/27/26	9211 WHISPERING OAK DR, MIDWEST CITY, OK, 73130	Jeff Hurt	B-26-0935	\$5,000.00
				\$84,000.00

Grand Total: \$22,234,488.76

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

DATE March 3, 2026 - 5:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the City Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on March 3, 2026, at 5:00 p.m., with the following members present:

Commissioners present: Jim Smith
 Russell Smith *Chairman*
 JD Collins
 Rick Dawkins
 Dean Hinton
 Jess Huskey

Commissioners absent: Rick Rice

Staff present: Matthew Summers, Community Development Director
 Zanya Darthard, Planner II
 Brylee Hester, Planner I
 Patrick Menefee, City Engineer
 Don Maisch, City Attorney
 Robert Coleman, Economic Development Director

A. CALL TO ORDER

The meeting was called to order by Chairperson Russell Smith at 5:00 p.m.

B. DISCUSSION

1. Discussion and consideration of adoption, including any possible amendments of the minutes of the February 3, 2026, Planning Commission Meeting.

A motion was made by Dawkins, seconded by J. Smith, to approve the minutes of the February 3, 2026, Planning Commission meeting as presented.

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

Nay: none.

Motion carried.

2. (MP-30) Public hearing, discussion, consideration, and possible action to approve a Minor Plat for the property described as a Subdivision of Lot Four (4) of the Soldier Creek Industrial Park, City of Midwest City, Oklahoma County, Oklahoma.

Planner, Brylee Hester, presented the item. The Commissioners had no further questions for staff or the applicant. There were no public comments on this item.

A motion was made by Huskey to recommend approval of the item subject to all staff comments, seconded by Collins.

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

Nay: none.

Motion carried.

3. (PC-2241) Public hearing, discussion, consideration, and possible action on an ordinance to rezone the subject property from Hospitality District (“HOS”) with a Special Use Permit (“SUP”) to Simplified Planned Unit Development (“SPUD”) for the property located at 1716 S. Sooner Road, Midwest City, Oklahoma.

Planner, Zanya Darthard, presented the item. The applicant, Michael Gamble, was available to answer questions and had no objections to the staff report. Commissioner Hinton inquired about traffic considerations and access from Southbound Sooner Road. There were no public comments on this item.

A motion was made by Dawkins to recommend approval of the item subject to all staff comments, seconded by Hinton.

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

Nay: none.

Motion carried.

4. (PC-2243) Public hearing, discussion, consideration, and possible action for a Special Use Permit (SUP) to allow Low Impact Institutional: Neighborhood Related in the Single-Family Detached Residential District (R-6) for the property located at 9125 & 9113 SE 15th Street, Midwest City, Oklahoma 73110.

Planner, Zanya Darthard, presented the item. The applicant, Reyna Campos, was available to answer questions and had no objections to the staff report. Chairman, R. Smith, inquired on the current status of the shared parking agreements. The Applicant confirmed that the joint parking agreement with Soldier Creek Elementary School is in progress and that the agreement with the adjacent church has been executed. There were no public comments on this matter.

A motion was made by Huskey to recommend approval of the Special Use Permit, contingent on receiving the joint parking agreements and subject to all staff comments. The motion was seconded by Collins.

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

Nay: none.

Motion carried.

5. (PC-2242) Public hearing, discussion, consideration, and possible action to redistrict from Single-Family Detached Residential District (“R-6”) to Medium Density Residential District (“R-MD”) for the subject property described as all of Blocks 1,2, and 3 of the Eagle Landing Addition, located in Midwest City, Oklahoma County, Oklahoma.

Planner, Zanya Darthard, presented the item. The applicant, Joel Bryant representing 1400 Post LLC, was available to answer questions and had no objections to the staff report. Commissioner Hinton inquired about the existing lot configurations and if an amending plat for the Eagle Landing Addition would be required.

Suzanne Wylie, 1404 Riverwind Dr., expressed concerns regarding the potential impact to surrounding property values, increased traffic, and pedestrian safety.

A motion was made by Collins to recommend approval of the item subject to all staff comments, seconded by Huskey.

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

Nay: Dawkins.

Motion carried.

C. NEW BUSINESS/PUBLIC DISCUSSION

None.

D. FURTHER INFORMATION

1. (PC-2238) Public hearing, discussion, consideration, and possible action on an ordinance to amend the zoning map from R-6 to PUD for the property described as a tract of land being a part of the East Half (E/2) of Section Eight (8), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County Oklahoma.
2. (PC-2239) Public hearing, discussion, consideration, and possible action on a preliminary plat, for the property described as a tract of land being a part of the East Half (E/2) of Section Eight (8), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County Oklahoma.

E. ADJOURNMENT

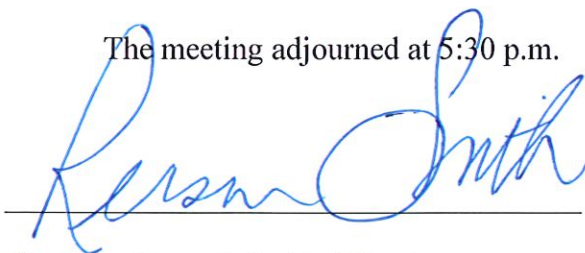
A motion to adjourn was made by Dawkins, seconded by Huskey.

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

Nay: none.

Motion carried.

The meeting adjourned at 5:30 p.m.



Chairman Russell Smith (*Chair*)

(bh)



Community Development Department
100 N. Midwest Blvd, Midwest City, OK

To: Honorable Mayor and Council
From: Matt Summers, Community Development Director
Date: April 28, 2026
Subject: (PC-2238) Public hearing, discussion, consideration, and possible action on an ordinance to amend the zoning map from R-6 to PUD for the property described as a tract of land being a part of the East Half (E/2) of Section Eight (8), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County Oklahoma.

In an email dated March 12, 2026, the applicant requested this application be postponed. Community Development Staff have sent new public notice indicating the time, date, and location for when this item will be heard by the Planning Commission. Please let me know if you have any questions.

Sincerely,

Matt Summers, AICP
Community Development Director



Community Development Department
100 N. Midwest Blvd, Midwest City, OK

To: Honorable Mayor and Council
From: Matt Summers, Community Development Director
Date: April 28, 2026
Subject: (PC-2239) Public hearing, discussion, consideration, and possible action on a preliminary plat, for the property described as a tract of land being a part of the East Half (E/2) of Section Eight (8), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County Oklahoma.

In an email dated March 12, 2026, the applicant requested this application be postponed. Community Development Staff have sent new public notice indicating the time, date, and location for when this item will be heard by the Planning Commission. Please let me know if you have any questions.

Sincerely,

Matt Summers, AICP
Community Development Director



Community Development Department
100 N. Midwest Blvd, Midwest City, OK

To: Honorable Mayor and Council
From: Matt Summers, Community Development Director
Date: April 28, 2026
Subject: (PC-2245) Public hearing, discussion, consideration, and possible action for a Special Use Permit to allow (*Eating Establishments: Sit-Down, Alcoholic Beverages Permitted*) in the C-3, Community Commercial District for the property located at 433 Planet Court, Midwest City, Oklahoma 73110.

The Planning Commission considered the above-referenced application at its public hearing on April 7, 2026; however, due to the absence of an applicant or representative to respond to questions, the Commission voted to table the application.

Community Development Staff have sent new public notice indicating the time, date, and location for when this item will be heard by the Planning Commission. Please let me know if you have any questions.

Sincerely,

Matt Summers, AICP
Community Development Director



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

Memorandum

TO: Honorable Mayor and Council
FROM: Troy Bradley, Human Resources Director
DATE: April 28, 2026
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 March 2026, which is the ninth (9) period of FY 2025/2026.

Troy Bradley, Human Resources Director

FISCAL YEAR 2025-2026	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
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	946,617	954,697	937,766	927,354	1,114,908	916,094	1,033,181	935,814			
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	1,872,480	2,827,177	3,764,943	4,692,297	5,807,205	6,723,299	7,756,480	8,692,294			
PLAN CLAIMS/ADMIN COSTS	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
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	1,321,553	1,048,759	1,023,119	1,121,793	843,641	1,203,889	707,970	962,991			
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	2,145,393	3,194,152	4,217,271	5,339,064	6,182,705	7,386,594	8,094,564	9,057,555			
EXCESS INCOME vs. EXPENDITURES	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
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	-374,936	-94,062	-85,353	-194,439	271,267	-287,795	325,211	-27,177			
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	-272,913	-366,975	-452,328	-646,767	-375,500	-663,295	-338,084	-365,261			

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

March 9/FY 2026: \$2,463,022

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

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

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

*** 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: April 28, 2026

SUBJECT: Review of the City Manager's Report for the month of March 2026.

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

General Government Sales Tax (9) increased, and **Utilities Capital Outlay (189)** decreased due to the budgeted transfer of \$990,000.

Cap. Water Imp-Walker (172) decreased because of the payments to:
Community Water Solutions Inc. <\$1,071,000>

G.O. Debt Services (350) decreased due to the payments for:
Series 2019 debt interest payment <\$253,005>
Series 2019 debt principal payment <\$835,000>

MWC Hospital Authority (425) activities for March:

Compounded Principal (9010) - realized gain on investment	\$1,549,689
- unrealized loss on investment	<\$5,429,521>
Discretionary (9050) - realized gain on investment	\$727,504
- unrealized loss on investment	<\$2,548,897>
In lieu of/ ROR/ Misc. (9060) - capital outlay	<\$259,400>
Hospital Authority Grants (9080) - grants	<\$545,574>

Tiatia Cromar

Tiatia Cromar
Finance Director/ City Treasurer

City of Midwest City
Financial Summary by Fund
for Period Ending March, 2026

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2025 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	11,430,558	(6,915)	10,698,872	3,631,296	(2,906,525)	724,771	11,423,643
10	GENERAL	16,465,270	(130,950)	14,881,636	35,150,406	(33,697,722)	1,452,685	16,334,321
13	STREET AND ALLEY FUND	2,275,784	-	2,116,708	462,146	(303,069)	159,076	2,275,784
14	TECHNOLOGY FUND	1,391,368	2,718	799,731	1,696,688	(1,102,333)	594,355	1,394,086
15	STREET LIGHT FEE	509,767	-	695,053	458,592	(643,879)	(185,286)	509,767
16	REIMBURSED PROJECTS	1,825,895	(1,600)	902,307	1,017,861	(95,873)	921,988	1,824,295
20	MWC POLICE DEPARTMENT	15,650,256	7,956	16,248,268	15,411,766	(16,001,822)	(590,055)	15,658,212
21	POLICE CAPITALIZATION	2,435,021	7,361	2,321,559	2,254,462	(2,133,638)	120,824	2,442,383
25	JUVENILE FUND	129,827	-	125,414	33,745	(29,333)	4,413	129,827
30	POLICE STATE SEIZURES	86,572	112	85,949	6,112	(5,377)	735	86,684
31	SPECIAL POLICE PROJECTS	90,447	-	92,543	2,904	(5,000)	(2,096)	90,447
35	EMPLOYEE ACTIVITY FUND	23,809	(59)	17,660	23,587	(17,498)	6,089	23,750
36	JAIL	317,834	244	313,718	59,821	(55,459)	4,361	318,079
37	POLICE IMPOUND FEE	159,756	175	153,924	26,624	(20,617)	6,007	159,931
40	MWC FIRE DEPARTMENT	11,015,349	5,438	10,334,533	11,862,612	(11,176,357)	686,255	11,020,788
41	FIRE CAPITALIZATION	1,794,754	319	3,122,389	692,342	(2,019,658)	(1,327,316)	1,795,074
45	MWC WELCOME CENTER	623,990	-	669,719	128,940	(174,669)	(45,729)	623,990
46	CONV / VISITORS BUREAU	1,014,612	1,482	911,480	297,220	(192,606)	104,614	1,016,094
60	CAPITAL DRAINAGE IMP	73,755	-	283,841	358,781	(568,866)	(210,085)	73,755
61	STORM WATER QUALITY	1,540,744	602	1,595,559	1,151,064	(1,205,278)	(54,214)	1,541,346
65	STREET TAX FUND	2,787,582	-	2,588,874	508,725	(310,017)	198,708	2,787,582
70	EMERGENCY OPER FUND	1,867,277	-	1,926,358	1,002,168	(1,061,250)	(59,081)	1,867,277
75	PUBLIC WORKS ADMIN	1,876,785	2,356	1,214,464	1,925,808	(1,261,131)	664,677	1,879,141
80	INTERSERVICE FUND	905,738	6,228	641,874	2,869,368	(2,599,276)	270,092	911,966
81	SURPLUS PROPERTY	1,011,281	(774,248)	207,245	58,745	(28,957)	29,788	237,034
115	ACTIVITY FUND	424,527	3,439	466,020	178,487	(216,541)	(38,054)	427,966
123	PARK & RECREATION	4,670,571	(12,764)	3,615,005	1,523,126	(480,324)	1,042,802	4,657,807
141	COMM. DEV. BLOCK GRANT	5,614	415	6,029	513,162	(513,162)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	280,135	43	301,962	97,156	(118,940)	(21,784)	280,178
143	GRANT FUNDS	88,609	(28,609)	60,000	825,263	(825,263)	-	60,000
157	CAPITAL IMPROVEMENTS	12,034,847	(234,868)	9,616,479	4,140,485	(1,956,984)	2,183,501	11,799,979
172	CAP. WATER IMP-WALKER	1,285,880	-	1,655,017	1,013,383	(1,382,520)	(369,137)	1,285,880
178	CONST LOAN PAYMENT REV	7,015,371	-	5,898,441	1,818,977	(702,047)	1,116,930	7,015,371
184	SEWER BACKUP FUND	231,537	-	164,471	67,066	-	67,066	231,537
186	SEWER CONSTRUCTION	5,903,521	-	4,727,583	1,505,130	(329,191)	1,175,939	5,903,521

City of Midwest City
Financial Summary by Fund
for Period Ending March, 2026
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2025 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
187	UTILITY SERVICES	1,857,106	(924)	1,560,388	1,265,676	(969,882)	295,794	1,856,182
188	CAP. SEWER IMP.-STROTH	2,308,307	(32,336)	2,702,775	755,333	(1,182,137)	(426,804)	2,275,971
189	UTILITIES CAPITAL OUTLAY	4,049,309	(116,158)	3,309,134	1,614,018	(990,000)	624,018	3,933,151
190	MWC SANITATION DEPARTMENT	8,346,803	286	8,406,772	7,473,857	(7,533,541)	(59,683)	8,347,089
191	MWC WATER DEPARTMENT	10,081,597	(3,330,031)	5,939,110	8,043,146	(7,230,689)	812,457	6,751,567
192	MWC SEWER DEPARTMENT	8,834,289	(39,846)	7,641,806	8,451,315	(7,298,678)	1,152,637	8,794,443
193	MWC UTILITIES AUTHORITY	1,408,932	-	1,382,263	28,668	(2,000)	26,668	1,408,932
194	DOWNTOWN REDEVELOPMENT	54,938	(37,901)	380,048	7,142	(370,153)	(363,011)	17,037
195	HOTEL/CONFERENCE CENTER	1,075,058	(1,582,395)	(556,117)	2,821,789	(2,773,009)	48,780	(507,337)
196	HOTEL 4% FF&E	1,050,155	-	967,216	122,542	(39,602)	82,939	1,050,155
197	JOHN CONRAD REGIONAL GOLF	2,186,683	(4,561)	1,723,950	1,584,803	(1,126,632)	458,172	2,182,122
201	URBAN RENEWAL AUTHORITY	2,679,359	-	2,554,079	125,291	(11)	125,280	2,679,359
202	RISK MANAGEMENT	1,516,178	58	1,678,061	1,460,496	(1,622,322)	(161,826)	1,516,236
204	WORKERS COMP	3,643,993	-	3,642,975	750,264	(749,246)	1,018	3,643,993
220	ANIMALS BEST FRIEND	187,010	(2,000)	141,209	67,267	(23,465)	43,801	185,010
225	HOTEL MOTEL FUND	11,855	-	-	592,954	(581,099)	11,855	11,855
230	CUSTOMER DEPOSITS	1,472,601	(1,472,601)	-	37,824	(37,824)	-	-
235	MUNICIPAL COURT	141,936	(141,936)	-	2,673	(2,673)	-	-
240	L & H BENEFITS	2,520,272	(51,205)	2,835,074	8,682,886	(9,048,893)	(366,007)	2,469,068
250	CAPITAL IMP REV BOND	2,500,777	(28,153,913)	(26,472,617)	9,164,559	(8,345,078)	819,481	(25,653,136)
270	2018 ELECTION G.O. BOND	2,014,099	-	2,266,069	135,653	(387,623)	(251,970)	2,014,099
271	2018 G.O. BONDS PROPRIETARY	313,148	-	305,288	7,860	-	7,860	313,148
272	2022 ISSUE G.O. BOND	843,811	-	906,819	22,509	(85,517)	(63,008)	843,811
310	DISASTER RELIEF	8,445,550	(226,701)	8,091,790	405,660	(278,602)	127,058	8,218,849
340	REVENUE BOND SINKING FUND	-	-	-	1,952,919	(1,952,919)	-	-
350	G. O. DEBT SERVICES	4,086,153	(14,576)	2,817,853	3,512,036	(2,258,311)	1,253,724	4,071,577
352	SOONER ROSE TIF	1,956,554	-	1,589,915	702,601	(335,963)	366,639	1,956,554
353	ECONOMIC DEV AUTHORITY	59,048,671	(50,085,131)	9,355,019	1,441,104	(1,832,584)	(391,480)	8,963,540
354	NORTHSIDE TIF	28,490	(267,076)	(239,301)	715	-	715	(238,586)
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	113,168,302	(3,843)	115,727,316	4,244,283	(6,807,135)	(2,562,852)	113,164,464
425-9050	MWC HOSP AUTH-DISCRETIONARY	25,249,164	(951)	23,574,323	3,552,627	(1,878,738)	1,673,889	25,248,212
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	11,895,672	(32,613)	11,304,646	1,022,647	(464,235)	558,413	11,863,059
425-9080	MWC HOSP AUTH GRANTS	603,865	-	569,062	580,377	(545,574)	34,803	603,865
425-9090	MWC HOSP AUTH OPIOID SETTLEMENT	1,610,715	(3,598)	1,407,942	199,559	(383)	199,176	1,607,118
	TOTAL	394,435,996	(86,751,075)	294,973,549	163,607,070	(150,895,695)	12,711,376	307,684,925